



NOTICE OF COUNCIL MEETING

TELECONFERENCE/ELECTRONIC PARTICIPATION PROCEDURES

Members of the Aurora City Council will participate in the December 20, 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 6:00pm and before the City Clerk reads the title of the item they wish to speak on. Once the Clerk reads the title, no additional calls for that item will be accepted.

Translation/Accessibility

The City will provide closed captioning services on Cable Channels 8 and 880. If you need any other accommodation, please contact the Office of the City Clerk. If you are in need of an interpreter, please contact the Office of International and Immigrant Affairs at 303-739-7521 by Monday, December 20, 2021 at 9:00 a.m. (Si necesita un intérprete, comuníquese con la oficina de asuntos internacionales e inmigrantes en 303-739-7521 por el viernes anterior a la reunión del lunes.)



City of Aurora, Colorado
MONDAY, December 20, 2021

REGULAR MEETING OF THE AURORA CITY COUNCIL

(Open to the Public)
TELECONFERENCE
6:30 p.m.



AGENDA

Regular Meeting of the Aurora City Council

Monday, December 20, 2021

6:30 p.m.

VIRTUAL MEETING

City of Aurora, Colorado

15151 E Alameda Parkway

Pages

1. CALL TO ORDER
2. ROLL CALL
3. INVOCATION/MOMENT OF SILENCE
4. PLEDGE OF ALLEGIANCE
5. APPROVAL OF MINUTES
 - 5.a. December 6, 2021 Meeting Minutes
6. PROCLAMATIONS OR CEREMONIES
7. PUBLIC INVITED TO BE HEARD
(non-agenda related issues only)
8. ADOPTION OF THE AGENDA
9. CONSENT CALENDAR

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

- 9.a. **Consideration to AWARD CHANGE ORDER NO. 1 to a guaranteed maximum price contract to Saunders Construction, Inc., Centennial, Colorado in the amount of \$185,710.00 for the Southeast Recreation Center (SERC) Project, Project No. 5727A.** 16
- John Perkins, Senior Project Manager / Brian Rulla, Assistant City Attorney
- 9.b. **Consideration to AWARD CHANGE ORDER NO. 2 to a guaranteed maximum price contract to Saunders Construction, Inc., Centennial, Colorado in the amount of \$439,349.00 for the Southeast Recreation Center (SERC) Project, Project No. 5727A.** 30
- John Perkins, Senior Project Manager / Brian Rulla, Assistant City Attorney
- 9.c. **Consideration to AMEND AN OPENLY SOLICITED CONTRACT with HDR Engineering, Denver, Colorado in the amount of \$171,800.00 for the Professional Engineering Services for the First Creek Interceptor Segments 1B, 1C & 1D.** 44
- Andrea Long, Senior Engineer, Aurora Water / Ian Best, Assistant City Attorney
- 9.d. **Consideration to AUTHORIZE the Risk Manager to expend funds to for the City of Aurora's property and liability insurance policies and surety bond due on January 1, 2022, paid through insurance broker IMA, Inc., in an amount not to exceed \$3,700,000.** 66
- Waiver of Reconsideration is requested because coverage for the new insurance policies have to be bound by 12/30/2021 as coverage renews on 1/1/22. Premiums are due within 30 days of renewal, which is the end of January.
- Renee Pettinato Mosley, Sr. Risk Manager / Kim Skaggs, Assistant City Attorney / Rachel Allen, Client Services Manager
- 9.e. **Consideration to AWARD AN OPENLY SOLICITED CONTRACT to NORESCO LLC in the amount of \$102,631 for providing consulting services for the Aurora Water Solar Professional Services, Project No. R-2115.** 71
- Shiva Sapkota, Engineer, Aurora Water / Sarah Young, Deputy Director of Planning and Engineering, Aurora Water / Ian Best, Assistant City Attorney
- 9.f. **Consideration to AWARD AN OPENLY SOLICITED CONTRACT to The Conflict Center, Denver, Colorado in the amount of \$106,436.00 for a Restorative Justice Program, R-2120.** 75
- Staff requests a Waiver of Reconsideration to allow for the contract to begin in 2022.
- Jason Batchelor, Deputy City Manager / Ian Best, Assistant City Attorney

- 9.g. **Consideration to AWARD A SOLE SOURCE CONTRACT to the 18th Judicial District Juvenile Assessment Center, Centennial, Colorado in the not-to-exceed amount of \$207,596.00.00 for services to delinquent and at-risk juveniles through December 31, 2022.** 78
- Darin Parker, Deputy Chief of Police / Ian Best, Assistant City Attorney
- 9.h. **Municipal Treatment Equipment** 83
- Consideration to AWARD A SINGLE SOURCE CONTRACT to Municipal Treatment Equipment Inc., Golden, Colorado in the not-to-exceed amount of \$100,000.00 for Evoqua Water Technologies equipment, parts, and certified technical services for the annual upkeep of chlorine, chlorine dioxide and ammonia systems through November 30, 2022.
- Bobby Oligo, Manager of Water Treatment / Ian Best, Assistant City Attorney
- 9.i. **Consideration to AMEND AN OPENLY SOLICITED CONTRACT with Dewberry Engineers, Inc., Denver, Colorado in the amount of \$331,819.00 for the Rampart Slip lining Program, Phase 1, Engineering Services During Construction Project, Project No. R-2073.** 87
- Dean Bedford, Principal Engineer, Aurora Water / Brian Rulla, Assistant City Attorney
- 9.j. **Consideration to AWARD AN OPENLY SOLICITED contract to BT Construction, Inc., Henderson, Colorado in the amount of \$2,826,605.25 for Work Package No. 2 of the Rampart Pipeline Sliplining Program – Construction Services Phase 1 Project, Project No. R-5829A** 99
- Dean Bedford, Principal Engineer, Aurora Water / Brian Rulla, Assistant City Attorney
- 9.k. **Consideration to AWARD A COMPETITIVELY BID CONTRACT to TechCon Infrastructure, LLC in the amount of \$1,120,410.00 for the 25th Ave. Pedestrian Blvd. Construction Project; Project No. 21050/5845A.** 102
- Carlie Campuzano, Public Works Traffic Manager / Brian Rulla, Assistant City Attorney

9.l. Clinton Street Reimbursement Agreement for Storm Sewer System 110

Consideration to APPROVE A REIMBURSEMENT AGREEMENT between DRI/Maple Clinton Street, LLC, Delaware limited partnership and the City of Aurora, acting by and through its Utility Enterprise for storm sewer improvements construction cost for Clinton Street #01 in the not to exceed amount of \$490,630.30.

Sarah Young, Deputy Director of Planning and Engineering, Aurora Water / Ian Best, Assistant City Attorney

9.m. Consideration to APPROVE AN AGREEMENT between the City of Aurora, acting by and through its Utility Enterprise and Piney Lake Trails, LLC, a Colorado limited liability company, for water and sewer services. 125

Sarah Young, Deputy Director of Planning and Engineering, Aurora Water / Ian Best, Assistant City Attorney

10. RESOLUTIONS

10.a. Parcel Purchase with Associated Easements 162

R2021-144 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE ACQUISITION OF CERTAIN REAL PROPERTY FOR AURORA WATER

Waiver of reconsideration requested due to the short time period before closing.

Alexandra Davis, Deputy Director of Water Resources, Aurora Water / Ian Best, Assistant City Attorney

10.b. Privately Funded Contract Position (PREP) 204

R2021-145 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S STRONG SUPPORT AND AUTHORIZATION FOR THE CREATION OF A PRIVATELY FUNDED CONTRACT POSITION TO ASSIST THE AURORA POLICE DEPARTMENT WITH ENHANCING DIVERSITY OF ITS ACADEMY CLASSES AND SWORN PERSONNEL

Mike Coffman, Mayor/Megan Platt, Assistant City Attorney

Outside Speaker: Pastor Eric Simms, Living Hope Bible Church

- 10.c. **Historic Landmark Nomination – Aurora Fire Station No. 5 – 1339 N. Airport Boulevard** 208
- R2021-146** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, TO APPROVE DESIGNATING AURORA FIRE STATION NO. 5, LOCATED AT 1339 AIRPORT BOULEVARD, AURORA, COLORADO, AS A LOCAL HISTORIC LANDMARK
- Drake Brownfield, Historic Preservation Specialist / Tim Joyce, Assistant City Attorney
- 10.d. **Central Colorado Mountain River Basin (CCMRB) Weather Modification Program** 255
- R2021-147** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE CENTRAL COLORADO MOUNTAINS RIVER BASIN WEATHER MODIFICATION PROGRAM COST- SHARING AGREEMENT
- Abba Ahmed, Water Resources Project Manager, Aurora Water / Christine McKenney, Manager of Client Services, City Attorney
- 10.e. **Support to Create a Business Safety and Security Update Grant Program** 286
- R2021-148** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL’S SUPPORT TO CREATE A BUSINESS SAFETY & SECURITY UPGRADE GRANT PROGRAM
- Curtis Gardner, Council Member / Tim Joyce, Assistant City Attorney
- 10.f. **Retention Bonus to all Uniformed Officers of the Aurora Police Department** 292
- R2021-149** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL’S SUPPORT TO USE AMERICAN RESCUE PLAN ACT FUNDS TO PAY A PREMIUM PAYMENT FOR RETENTION TO ALL UNIFORMED OFFICERS OF THE AURORA POLICE DEPARTMENT
- Jason Batchelor, Deputy City Manager / Rachel Allen, Client Group Manager
11. **PUBLIC HEARING WITH RELATED ORDINANCE**
12. **PUBLIC HEARING WITHOUT RELATED ORDINANCE**
13. **INTRODUCTION OF ORDINANCES**

13.a. Metropolitan District Model Service Plan Updates

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2021-69 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 122-30 OF THE CITY CODE PERTAINING TO SPECIAL DISTRICTS

Jacob Cox, Manager, Office of Development Assistance / Brian Rulla,
Assistant City Attorney

14. FINALIZING OF ORDINANCES

Ordinances on final reading which were introduced by unanimous vote of those present on the first reading may be taken under consideration and voted upon as a single item. Related ordinances may be acted upon as one item after the titles are read in series by the City Clerk. Any member of the Council may request an item to be considered separately. Any item removed will be considered immediately following the adoption of the remainder of the Finalizing of Ordinances.

14.a. Battery Powered Electric Fence Ordinance

402

2021-67 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ADDING SECTIONS 22-642, 66-37, AND 146-4.7.9.U, TO THE CITY CODE, AND AMENDING TABLE 3.2-1, SECTIONS 146-4.7.9.E.1, 146-4.7.9.M, AND 146-6.2 OF THE CITY CODE PERTAINING TO BATTERY- OPERATED ALARMED ELECTRIC FENCES

Jason Batchelor, Deputy City Manager / Tim Joyce, Assistant City Attorney

Sponsor: Council Member Gardner

14.b. 2021 Fall Supplemental

416

2021-68 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROPRIATING SUMS OF MONEY IN ADDITION TO THOSE APPROPRIATED IN ORDINANCE NOS. 2020-53, AND 2021-17 FOR THE 2021 FISCAL YEAR

Mike Franks, Budget and Finance Manager / Hanosky Hernandez, Assistant
City Attorney

15. PLANNING MATTERS

16. ANNEXATIONS

17. RECONSIDERATIONS AND CALL UPS

18. GENERAL BUSINESS

- 18.a. Consideration to Approve the 2022 City Council Meeting Calendar** 434

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

- 18.b. Appointment of Members to the Citizen Advisory Budget Committee** 435

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

- 18.c. Consideration to Appoint one (1) Member and Reappoint One (1) Member to the Human Relations Commission** 437

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

- 18.d. Consideration to Appoint One (1) Member to the Aurora Commission for Older Adults** 447

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

- 18.e. Havana Business Improvement District New Member Appointments** 453

Chad Argentar, Senior Project Manager / Hans Hernandez, 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

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MINUTES

Regular Meeting of the Aurora City Council

Monday, December 6, 2021

1. **RECONVENE REGULAR MEETING OF DECEMBER 6, 2021, CALL TO ORDER**

Mayor Coffman reconvened the regular meeting of City Council for December 6, 2021, at 6:30 p.m.

Public call-in instructions were provided in both English and Spanish.

2. **ROLL CALL** – Kadee Rodriguez, City Clerk

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

3. **INVOCATION/MOMENT OF SILENCE** – Mike Coffman, Mayor

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

5. **APPROVAL OF MINUTES**

5.a. November 8, 2021, Meeting Minutes

Motion by Berzins, second by Gardner, to approve the minutes of the November 8, 2021, City Council meeting, as presented.

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

5.b. November 22, 2021, Meeting Minutes

Motion by Gruber, second by Berzins, to approve the minutes of the November 22, 2021, City Council meeting, as presented.

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

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

6. **CEREMONY FOR OUTGOING COUNCIL MEMBERS**

- Council Member Marsha Berzins

Mayor Coffman read the proclamation recognizing Council Member Berzins for her service to the City of Aurora as Council Member for Ward III from 2009 - 2021. He invited Council Member Berzins to come forward to accept the proclamation.

Council Member Berzins expressed appreciation to God, her family, friends, City staff and the Ward II voters for the opportunity to serve and stated it was an honor and blessing to have done so. She discussed her history of service and stated she looked forward to the new Council solving municipal problems rather than federal ones.

- Council Member Dave Gruber

Mayor Coffman read the proclamation recognizing Council Member Gruber for his service to the City of Aurora as At-Large Council Member from 2017 - 2021. He invited Council Member Gruber to come forward to accept the proclamation.

Council Member Gruber expressed appreciation to his family, the constituents who supported him and City staff. He asked for a round of applause on behalf of City staff. He stated it was an honor to serve.

- Council Member Allison Hiltz

Mayor Coffman read the proclamation recognizing Council Member Hiltz for her service to the City of Aurora as At-Large Council Member from 2017 - 2021. He invited Council Member Hiltz to come forward to accept the proclamation.

Council Member Hiltz discussed her experience serving Aurora as At-Large Council Member. She expressed appreciation to her constituents, City staff, her family, parents and husband. She addressed the existing and incoming council members and advised them to remember they were on Council to serve their constituents.

- Council Member Nicole Johnston

Mayor Coffman read the proclamation recognizing former Council Member Johnston for her service to the City of Aurora as Council Member for Ward II from 2017 - 2021. He invited former Council Member Johnston to come forward to accept the proclamation.

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Former Council Member Johnston expressed appreciation to Council Members Berzins, Hiltz, and Gruber for their service and congratulated Council Member Murillo and the incoming council members for winning their seat. She discussed her service, expressed appreciation to City staff and Ward II constituents, and stated it was an honor to serve the City.

Council Member Coombs expressed appreciation to the outgoing council members for their service, hard work and the care they have shown the City.

Mayor Pro Tem Bergan expressed appreciation to the outgoing council members for their hard work in serving the City.

Council Member Lawson expressed appreciation to the outgoing council members for their service noting they left legacies on the City, and she learned a lot from them.

Council Member Gardner concurred and thanked the outgoing council members for their service. He stated he would miss Council Member Gruber being a strong advocate for great opportunities in the City, Council Member Berzins being a guiding force and the many nuanced conversations he had with Council Member Hiltz as she was one of the smartest people he knew.

Council Member Murillo wished the outgoing council members well in their next endeavors and congratulated them on ending their time in public service.

Mayor Coffman expressed appreciation to the outgoing council members for their dedication and service to the City of Aurora.

7. **ADJOURNMENT - SINE DIE**

Mayor Coffman adjourned the meeting Sine Die at 7:05 p.m.

8. **ANNOUNCEMENT OF ELECTION RESULTS** – Kadee Rodriguez, City Clerk

Mayor Coffman convened the regular meeting of City Council at 7:10 p.m. He asked the City Clerk to read the election results.

Kadee Rodriguez, City Clerk, announced the election results.

- Council Member Ward I - Crystal Murillo
- Council Member Ward II - Steve Sundberg
- Council Member Ward III - Rubin Medina
- Council Member At-Large - Danielle Jurinsky

♦ *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.*

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- Council Member At-Large - Dustin Zvonek

9. **OATH OF OFFICE** - Presiding Judge Shawn Day

Swearing in and presentation of election certificates to newly elected and re-elected Council Members.

Judge Day administered the oath of office to the newly elected and re-elected council members.

- Council Member Ward I - Crystal Murillo
- Council Member Ward II - Steve Sundberg
- Council Member Ward III - Rubin Medina
- Council Member At-Large - Danielle Jurinsky
- Council Member At-Large - Dustin Zvonek

Mayor Coffman and City Council congratulated the members and thanked them for their service to Aurora.

10. **CONVENE COUNCIL MEETING**

Mayor Coffman convened the regular meeting of City Council for December 6, 2021, at 7:22 p.m.

11. **ROLL CALL**– Kadee Rodriguez, City Clerk

COUNCIL MEMBERS PRESENT: Mayor Coffman, Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

12. **PUBLIC INVITED TO BE HEARD**

(non-agenda related issues only)

None

13. **ADOPTION OF THE AGENDA**

Motion by Gardner, second by Marcano, to adopt the agenda.

♦ *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.*

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Voting Aye: Mayor Coffman, Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

14. **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.

15. **RESOLUTIONS**

None

16. **PUBLIC HEARING WITH RELATED ORDINANCE**

None

17. **PUBLIC HEARING WITHOUT RELATED ORDINANCE**

None

18. **INTRODUCTION OF ORDINANCES**

None

19. **FINALIZING OF ORDINANCES**

Ordinances on final reading which were introduced by unanimous vote of those present on the first reading may be taken under consideration and voted upon as a single item. Related ordinances may be acted upon as one item after the titles are read in series by the City Clerk. Any member of the Council may request an item to be considered separately. Any item removed will be considered immediately following the adoption of the remainder of the Finalizing of Ordinances.

19.a. 2021 International Building Code Adoption

2021-65 FOR AN ORDINANCE AMENDING CHAPTER 22 OF THE CITY CODE OF THE CITY OF AURORA, COLORADO, REGARDING BUILDING AND BUILDING REGULATIONS, AND THE ADOPTION BY REFERENCE OF THE INTERNATIONAL BUILDING CODE, THE INTERNATIONAL PLUMBING CODE, THE INTERNATIONAL MECHANICAL CODE, THE INTERNATIONAL FUEL GAS CODE, THE INTERNATIONAL ENERGY CONSERVATION CODE, THE INTERNATIONAL

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RESIDENTIAL CODE, THE INTERNATIONAL EXISTING BUILDING CODE, AND THE INTERNATIONAL SWIMMING POOL AND SPA CODE.

Jose Rodriguez, Building Plan Review Manager / Michelle Gardner, Sr. Assistant Attorney

Jose Rodriguez, Building Plan Review Manager, provided a summary of the item.

Motion by Gardner, second by Murillo, to approve item 19a.

Mayor Pro Tem Bergan asked if information on the upcoming classes could be provided to Council so they could share it on their social media. Mr. Rodriguez stated the information would be posted on the City website and staff would send out email blasts as well.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

19.b. 2021 International Fire Code Adoption

2021-66 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING CHAPTER 66 OF THE CITY CODE ENTITLED "FIRE PREVENTION AND PROTECTION" RELATED TO THE ADOPTION OF THE 2021 EDITION OF THE INTERNATIONAL FIRE CODE AND LOCAL AMENDMENTS THERETO.

Deputy Chief Caine G. Hills / Angela Garcia, Senior Assistant City Attorney

Steven Wright, Commander, Aurora Fire Rescue, provided a summary of the item.

Motion by Gardner, second by Marcano, to approve item 19b.

Voting Aye: Bergan, Coombs, Gardner, Jurinsky, Lawson, Marcano, Medina, Murillo, Sundberg, Zvonek

20. **PLANNING MATTERS**

None

21. **ANNEXATIONS**

None

22. **RECONSIDERATIONS AND CALL UPS**

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None

23. **GENERAL BUSINESS**

23.a. Consideration to Elect the Mayor Pro Tem for a One Year Term

Kadee Rodriguez, City Clerk

Motion by Jurinsky, second by Zvonek, to appoint Council Member Bergan as Mayor Pro Tem for a one-year term.

Voting Aye: Mayor Coffman, Bergan, Gardner, Jurinsky, Lawson, Sundberg, Zvonek

Voting Nay: Coombs, Marciano, Medina, Murillo

Mayor Coffman congratulated Mayor Pro Tem Bergan.

24. **REPORTS**

24.a. Report by the Mayor

No report.

24.b. Reports by the Council

Council Member Jurinsky expressed appreciation to the police officers present at the meeting.

Council Member Murillo announced the upcoming Council study session regarding youth violence in the City and noted it came up quickly and she was therefore unable to attend. She noted the topic was of great importance to her and noted she would submit any questions or comments she had in that regard ahead of time.

Mayor Coffman discussed the special study session scheduled for Wednesday, December 15, 2021, from 6:30 p.m. to 8:30 p.m., noting it would be virtual and live streamed at auroragov.org.

Council Member Coombs welcomed and expressed appreciation to the incoming council members.

Mayor Pro Tem Bergan congratulated the incoming and re-elected council members.

25. **PUBLIC INVITED TO BE HEARD**

- ♦ *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.*

DRAFT

(non-agenda related issues only)

None

26. **ADJOURNMENT**

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

MIKE COFFMAN, MAYOR

ATTEST:

KADEE RODRIGUEZ, CITY CLERK



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to AWARD CHANGE ORDER NO. 1 to a guaranteed maximum price contract to Saunders Construction, Inc., Centennial, Colorado in the amount of \$185,710.00 for the Southeast Recreation Center (SERC) Project, Project No. 5727A.

Item Initiator: Andrew Van Essen – Project Manager

Staff Source/Legal Source: John Perkins – Senior Project Manager / Brian Rulla – 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: 12/20/2021

ITEM DETAILS:

Consideration to AWARD CHANGE ORDER NO. 1 to a guaranteed maximum price contract to Saunders Construction, Inc., Centennial, Colorado in the amount of \$185,710.00 for the Southeast Recreation Center (SERC) Project, Project No. 5727A.

Staff/Legal Source:
John Perkins – Senior Project Manager / Brian Rulla – Assistant City Attorney

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

- | | |
|---|---|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

- | | |
|---|---|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input type="checkbox"/> Minutes Not Available |

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

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

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

The southeast Aurora community and Aurora staff have been working on a plan for the new Southeast Recreation Center over the last two years. Throughout the process, thousands of neighbors have joined us to shape the facilities and programs that will be offered at the new center. Over 2200 people gave their input on the new center through 5 public meetings, surveys on social media and live Facebook events.

Council Member Bergan discussed the success of the public meetings during City Council meetings on July 1st, 2019; August 19th, 2019; and October 21st, 2019.

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

On April 15th, 2019; City Council approved Phase #1 – Design: Consideration to AWARD AN OPENLY SOLICITED CONTRACT to Populous Group LLC, Kansas City, Missouri in the amount of \$2,198,915.00 for Architect and Engineering Services associated with the Southeast Recreation Center Project, R-1953.

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

January 11th, 2021; City Council approved Phase #3 – Construction: Consideration to AWARD A GUARANTEED MAXIMUM PRICE CONTRACT to Saunders Construction, Inc., Centennial, Colorado in the amount of \$34,200,074.00 for Construction Services for the Southeast Recreation Center (SERC) Project, Project No. 5727A.

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

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

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

The base scope includes the following:

- | | |
|--------------|-------------------------|
| • Gymnasium | • Indoor Fieldhouse |
| • Natatorium | • Group Exercise Studio |

- Multi-Purpose Rooms
- Child-Watch Area
- Open Fitness & Cardio Training Area

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

Construction remains to be completed by October 31, 2022 and the opening of the building is expected in the 1st Quarter of 2023.

Change Order No. 1 for the Southeast Recreation Center (SERC) Project consists of 13 items as described below. The total contract amount to Saunders Construction, Inc., including this proposed Change Order No. 1, is as follows:

Change Order (CO) No. 1		
Item No.	Amount	Summary
SCA-002	\$118,674.00	West Patio Expansion - PROS requested to expand the west patio by approximately 1400 SF, add outdoor turf, gates, and a cast in place seat wall.
SCA-007	\$ 31,413.00	Glulam Connections - This clarified and updated glulam connections. This change was driven by the requirement for additional detailing to provide constructible glulam connections for the main canyon roof.
SCA-010	\$ 27,523.00	Miscellaneous Changes - This change relocated access gates at the exterior water slide enclosure, revised electrical box locations in the lounge area, revised water routing and sizing for wall hydrants at the pool in addition to adding a wall hydrant and revised mechanical grilles and duct routing in the pool.
SCA-011	\$ 3,870.00	Elevator 3D Sensor - This change adds a 3D sensor to the elevator to conform with the ASME A17.1 code requirement
SCA-012	\$ 3,757.00	Testing Covered by Saunders - This change reimburses Saunders for the cost of the 3 rd party testing agency while the City of Aurora worked to procure the contract for the required testing.
SCA-015	(\$ 12,397.00)	Caisson Underrun - This is a credit to the City of Aurora for an underrun of approximately 440 LF on the caissons for the building foundation.
SCA-016	\$ 4,054.00	Sleeves for Xcel Crossing Street - This change provided 2-4" PVC sleeves under Alexander Drive to allow Xcel to install their utilities in the future without requiring demolition of the road to complete the installation.
SCA-017	\$ 2,156.00	Turnstile Size Conflict - The turnstile to the south of the reception desk only has a 6'-0" opening. The standard turnstile size is 6'-4". To prevent a complete redesign of the reception desk, a custom size turnstile is required for the exit opening.
SCA-019	\$ 4,295.00	Door Hardware Set 19 - This change is for an additional hardware set that was not originally specified on the construction drawings.
SCA-025	\$ 2,365.00	Interior Scoreboard - PROS requested that the specified scoreboard manufacturer be changed to Daktronics Scoreboards to maintain brand/type consistency throughout the City.
Total CO No. 1	\$185,710.00	
Original Contract	\$34,200,074.00	
Contract Total	\$34,385,784.00	

Public Works is requesting approval to change the construction contract awarded to Saunders Construction, Inc. to add additional construction scope in the amount of \$185,710.00 for the Southeast Recreation Center (SERC)

Project. If the proposed change order amount is approved the total contract amount will increase to \$34,385,784.00. Funds are available within the existing project budget for this change order.

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 increase the guaranteed maximum price contract with Saunders Construction, Inc., Centennial, Colorado in the amount of \$185,710.00 for additional construction scope associated with the Southeast Recreation Center (SERC) Project, Project Number 5727A.

QUESTIONS FOR COUNCIL

Does City Council approve to AWARD CHANGE ORDER NO. 1 to a guaranteed maximum price contract to Saunders Construction, Inc., Centennial, Colorado in the amount of \$185,710.00 for the Southeast Recreation Center (SERC) Project, Project No. 5727A.

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)). (Rulla)

PUBLIC FINANCIAL IMPACT

☒ YES ☐ NO

If yes, explain:

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

62901/68410 - \$185,710.00

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain: N/A



CITY OF AURORA CHANGE ORDER

DATE: 10/20/2021

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: Saunders Construction Inc 86 Inverness Place North Englewood, CO 80112		THIS CHANGE ORDER CHANGES THE FOLLOWING: <input type="checkbox"/> VENDOR INFO <input checked="" type="checkbox"/> DOLLAR AMOUNT <input type="checkbox"/> CONTRACT TIME <input type="checkbox"/> OTHER <input type="checkbox"/> ACCOUNT NUMBERS(S) Involves Federal Funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																													
PURCHASE ORDER NO.: 21P0293K		REQ NO.: PUA21010 CHANGE ORDER NO.: 1																													
THIS CHANGE ORDER RELATES TO A CONSTRUCTION PROJECT OVER \$25,000.00 YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		IF YES, PROJECT NO. & NAME: Project #5727A Southeast Recreation Center (SERC) Construction Work Package #1																													
DESCRIPTION OF CHANGE: <table> <tr> <td>SCA-001C – Addendum B – Package 4 (Mockup)</td> <td>\$ 00.00</td> </tr> <tr> <td>SCA-002 – BB #1 – West Patio Extension</td> <td>\$118,674.00</td> </tr> <tr> <td>SCA-003 – RFI-021 – Sidewalk Thickness</td> <td>\$ 00.00</td> </tr> <tr> <td>SCA-007 – Bulletin 3 – Glulam Connections</td> <td>\$ 31,413.00</td> </tr> <tr> <td>SCA-010 – BB #6 – Misc. Changes</td> <td>\$ 27,523.00</td> </tr> <tr> <td>SCA-011 – Elevator 3D Sensor Required per ASME A17.1</td> <td>\$ 3,870.00</td> </tr> <tr> <td>SCA-012 – Testing Covered by SCI</td> <td>\$ 3,757.00</td> </tr> <tr> <td>SCA-015 – Caisson Underrun</td> <td>\$ (12,397.00)</td> </tr> <tr> <td>SCA-016 – Sleeves for Xcel Crossing Street</td> <td>\$ 4,054.00</td> </tr> <tr> <td>SCA-017 – RFI-045 Turnstile Size Conflict</td> <td>\$ 2,156.00</td> </tr> <tr> <td>SCA-019 – RFI-122 Door Hardware Set 19</td> <td>\$ 4,295.00</td> </tr> <tr> <td>SCA-020 – RFI-130 Under Slab Vapor Retardant Extent</td> <td>\$ 00.00</td> </tr> <tr> <td>SCA-025 – RFI-137 Interior Scoreboard</td> <td>\$ 2,365.00</td> </tr> <tr> <td>Total</td> <td>\$ 185,710.00</td> </tr> </table>				SCA-001C – Addendum B – Package 4 (Mockup)	\$ 00.00	SCA-002 – BB #1 – West Patio Extension	\$118,674.00	SCA-003 – RFI-021 – Sidewalk Thickness	\$ 00.00	SCA-007 – Bulletin 3 – Glulam Connections	\$ 31,413.00	SCA-010 – BB #6 – Misc. Changes	\$ 27,523.00	SCA-011 – Elevator 3D Sensor Required per ASME A17.1	\$ 3,870.00	SCA-012 – Testing Covered by SCI	\$ 3,757.00	SCA-015 – Caisson Underrun	\$ (12,397.00)	SCA-016 – Sleeves for Xcel Crossing Street	\$ 4,054.00	SCA-017 – RFI-045 Turnstile Size Conflict	\$ 2,156.00	SCA-019 – RFI-122 Door Hardware Set 19	\$ 4,295.00	SCA-020 – RFI-130 Under Slab Vapor Retardant Extent	\$ 00.00	SCA-025 – RFI-137 Interior Scoreboard	\$ 2,365.00	Total	\$ 185,710.00
SCA-001C – Addendum B – Package 4 (Mockup)	\$ 00.00																														
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SCA-025 – RFI-137 Interior Scoreboard	\$ 2,365.00																														
Total	\$ 185,710.00																														
THE COMPLETION TIME IS CHANGED FROM <u>N/A</u> TO <u>N/A</u>																															
ACCOUNTING DATA:		APPROVALS REQUIRED ON CONSTRUCTION OVER \$10,000.00: DATE: 10/20/2021																													
ORIGINAL AMOUNT: \$34,200,074.00		CONTRACTOR: <i>John S. Tucker</i> 10/20/21																													
CHG. ORD NO. <u>1</u> THRU <u>1</u> \$ 185,710.00		INSPECTOR/OBSERVER: <i>Andrew Van Gosen</i> 10/20/2021																													
NEW AMOUNT: \$34,385,784.00		ARCHITECT/ENG.: <i>RJS</i> 10/20/21																													
THIS CHG ORD INCREASES: \$ 185,710.00																															
ACCOUNT NUMBERS:		APPROVALS REQUIRED ON ALL CHANGE ORDERS:																													
		PROJECT MGR: <i>JRC</i> 10/20/21 <small>HDC 20 OCT 2021</small>																													
62901 / 68410 \$ 185,710.00		FUNDING DEPARTMENT: <i>Katrina Rodriguez</i> 11-01-2021 <i>Cindy Colip</i>																													
\$		FUNDING DEPARTMENT DCM: <i>[Signature]</i>																													
\$		ASSISTANT CITY ATTORNEY:																													
\$		PURCH./CONTR. STAFF:																													
\$		DIRECTOR OF INTERNAL SERVICES:																													
\$		CHANGE ORDER APPROVED BY COUNCIL ON: _____, AGENDA ITEM _____																													
\$		SUBMITTED WEEKLY REPORT ON _____																													



CITY OF AURORA
PURCHASING SERVICES
 15151 E. Alameda Parkway, Suite 5700
 Aurora, Colorado 80012 1553
 303-739-7100

THIS PURCHASE ORDER MUST APPEAR ON ALL PACKAGES AND CORRESPONDENCE
 INVOICING MUST ACCOMPANY ALL SHIPMENTS

R-5727A

PURCHASE ORDER NO
 21P0293K

DATE
 03/18/21

TO: 13385
 SAUNDERS CONSTRUCTION INC
 86 INVERNESS PLACE NORTH
 ENGLEWOOD, CO 80112

REQUEST NO
 PUA21010

PAGE
 Page 1 of 1

BUYER
 BUY001 KC

DEPARTMENT	DELIVER INVOICE TO	FREIGHT TERMS	PAYMENT TERMS	DELIVER BY/EXPIRATION	
PW/ENG/VAN ESSEN	PUBLIC WORKS 15151 E ALAMEDA PKWY 3RD FLOOR AURORA, CO 80012	Destination	NET 30	10/31/22	
ITEM	QTY/UNITS	DESCRIPTION	UNIT PRICE	EXTENSION	ACCOUNT NO.

* NOTICE TO *
 * PROCEED *

001 1 JB THIS NOTICE TO PROCEED IS ISSUED FOR THE FOLLOWING 34,200,074.00 34,200,074.00 6290168410
 CONSTRUCTION PROJECT NO.: 5727A.

PROJECT TITLE: SOUTHEAST RECREATION CENTER (SERC)
 CONSTRUCTION WORK PACKAGE #1.

CONSTRUCTION START: MARCH 19, 2021
 CONSTRUCTION END: OCTOBER 31, 2022

CITY CONTACT: ANDREW VAN ESSEN, 303-739-7333,
 AVANESSE@AURORAGOV.ORG

VENDOR CONTACT: GRAHAM TAYLOR, 303-386-9067,
 G.TAYLOR@SAUNDERSINC.COM

PERFORMANCE AND PAYMENT BOND, CERTIFICATE OF
 INSURANCE, AND CMGC CONSTRUCTION SERVICE AGREEMENT
 WORK PACKAGE NO. 1 HAVE BEEN APPROVED AND ARE
 INCORPORATED HEREIN BY ATTACHMENT TO THIS NOTICE TO
 PROCEED.

AWARD IN ACCORDANCE TO RFP: 5727A

ALL INVOICES AND CORRESPONDENCE TO THE CITY MUST
 REFERENCE THIS PURCHASE ORDER AND PROJECT NUMBER.

APPROVED BY CITY COUNCIL ON JANUARY 11, 2021 AGENDA
 ITEM 9b.

909-16

TOTAL ►
AMOUNT

34,200,074.00

AUTHORIZED SIGNATURE

Juni Velasquez

WJ

TAX EXEMPT #98-02596

**SAUNDERS****Saunders Construction, LLC****CHANGE ORDER****NO. OCO-001**86 Inverness Place North
Englewood CO 80112 USAPrinted On: 09/17/2021
Page 1 of 1

TITLE: Owner Change Order 001

PROJECT: Southeast Recreation Center (SERC) Project No R-5727A

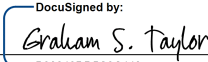
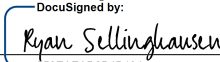

TO: City of Aurora
15151 E Alameda Pkwy Suite 1100
Aurora CO 80012-1553
USA
Phone: 303-739-7100 Fax: 303-739-7397

ISSUE DATE: 09/17/2021**JOB:** 19015011

Item#	Description	Bill Amount
SCA-001C	Addendum B - Package 4 (Mockup)	0.00
SCA-002	BB #1 - West Patio Extension	118,674.00
SCA-003	RFI-021 - Sidewalk Thickness	0.00
SCA-007	Bulletin 3 - Glulam Connections	31,413.00
SCA-010	BB #6 - Misc Changes	27,523.00
SCA-011	Elevator 3D Sensor Required per ASME A17.1 2019 Adopted 1/1/21	3,870.00
SCA-012	Testing Covered by SCI	3,757.00
SCA-015	Caisson Underrun	-12,397.00
SCA-016	Sleeves for Xcel Crossing Street	4,054.00
SCA-017	RFI-045 Turnstile Size Conflict	2,156.00
SCA-019	RFI-122 Door Hardware Set 19	4,295.00
SCA-020	RFI-130 Under Slab Vapor Retardant Extent	0.00
SCA-025	RFI 137 Interior Scoreboard	2,365.00

Total: **\$185,710.00**

The Original Contract Sum was	\$34,200,074.00
Net Change by Previously Authorized Requests and Changes	\$0.00
The Contract Sum Prior to This Change Order was	\$34,200,074.00
The Contract Sum will be Changed by	\$185,710.00
The New Contract Sum Including This Change Order	\$34,385,784.00
The Contract Time Will Not Be Changed	
The Date of Substantial Completion as of This Change Order therefore is	

ACCEPTED: *This change order is hereby added to the Contract Sum as a Stipulated Sum Amount*Contractor **Saunders Construction, LLC**Architect **Populous**Owner **City of Aurora**By: 
B98840DD5C0C443...By: 
559EAEAD2B4B434...By: 
D2A9B949A28C45B...**Date:** September 20, 2021 | 6:32 AM MDT**Date:** September 20, 2021 | 9:43 AM MDT**Date:** October 4, 2021 | 2:32 PM MDT

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

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

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

8. **ADOPTION OF THE AGENDA**

The agenda was adopted as presented.

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

General Business

- a. Consideration to AWARD A SOLE SOURCE CONTRACT to Polydyne, Inc., Riceboro, Georgia in the not-to-exceed amount of \$330,000.00 for the purchase of the water treatment chemical Poly Electrolyte Cationic Clarifloc C-308P as required through February 29, 2020. STAFF SOURCE: Bobby Oligo, Manager of Water Treatment, Aurora Water
- b. Consideration to AMEND AN OPENLY SOLICITED CONTRACT with Dewberry Engineers, Inc., Denver, Colorado in the amount of \$102,204.00 to provide construction phase and programming / system integration services for the 6th and Powhatan facilities for the Prairie Waters Pipeline Tap Project. STAFF SOURCE: Steven Fiori, Project Delivery Service Manager, Aurora Water
- c. Consideration to AWARD A COMPETITIVELY BID CONTRACT to K.R. Swerdfeger Construction, Inc., Pueblo West, Colorado in the amount of \$3,138,169.37 for the 2018/2019 Water Line System Improvements, Project No. 5672A. STAFF SOURCE: Steven Fiori, Project Delivery Service Manager, Aurora Water
- d. Consideration to AWARD A SOLE SOURCE CONTRACT to Versaterm Systems, Scottsdale, Arizona in the amount of \$258,196.00 for annual renewal of software maintenance on the Police Information Management and Mobile Report Entry Systems through March 2020. STAFF SOURCE: Aleta Jeffress, Chief Information & Digital Officer, Information Technology
- e. Consideration to AWARD WORK PACKAGE NO. 5 of the Central Recreation Center to Adolfson & Peterson Construction, Aurora, Colorado in the amount of \$101,444.00, R-5540A. **(Staff requests a waiver of reconsideration)** STAFF SOURCE: Katrina Rodriguez, Acting Facilities Project Delivery Manager, Public Works
- f. Consideration to AWARD AN OPENLY SOLICITED CONTRACT to Populous Group LLC, Kansas City, Missouri in the amount of \$2,198,915.00 for architect and engineering services associated with the Southeast Recreation Center Project, R-1953. STAFF SOURCE: Katrina Rodriguez, Acting Facilities Project Delivery Manager, Public Works
- g. Consideration to EXTEND A COMPETITIVELY BID CONTRACT to Ferguson Enterprises, Aurora, Colorado in the not-to-exceed amount of \$100,000.00 for the purchase of plumbing supplies as required by Facilities Management Operations through October 31, 2019. This first extension will represent year two of a possible three-year

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

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

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

Final Ordinances

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

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

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

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

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

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

10. **RESOLUTIONS**

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

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

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

11. **PUBLIC HEARING WITH RELATED ORDINANCE**

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

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

- g. Consideration to AWARD A SINGLE SOURCE CONTRACT to C&L Water Solutions, Littleton, CO in the amount of \$131,122.00 for the construction of Alameda 21 Inch Sewer Repair Project.
Presenter: Swirvine Nyirenda, Principal Engineer, Aurora Water
- h. Consideration to AMEND AN OPENLY SOLICITED CONTRACT with Carollo Engineers, Littleton, Colorado in the amount of \$36,609.00 to upgrade existing 3rd party Programmable Logic Control (PLC) panels to be standardized and communicate in a manner consistent with the recently completed PLC panel upgrades of the Wemlinger PLC Conversion and Improvements Project.
Presenter: Sarah Young, Deputy Director Water Planning/Engineering, Aurora Water
- i. Consideration to AWARD A SINGLE SOURCE CONTRACT to Fast Hosting Services LLC, Centennial, CO in the amount of \$573,000.00 for the annual subscription on the Tax Management Software System for the Finance Department through September 2020.
Presenter: Aleta Jeffress, Chief Info & Digital Officer, Information Technology
- j. Consideration to AWARD AN OPENLY SOLICITED CONTRACT for Construction Manager/General Manager (CM/GC) services for the Southeast Recreation Center to Saunders Construction, Inc., Centennial, Colorado in the amount of \$73,430.00, R-5727A.
Presenter: Katrina Rodriguez, Acting Facilities Project Delivery Manager, Public Works
- k. Consideration to AWARD A SINGLE SOURCE CONTRACT to Life-Assist, Inc., Rancho Cordova, California in the not-to-exceed amount of \$100,000.00 for the purchase of EMS supplies as required from October 1, 2019 through September 30, 2020.
Presenter: Mathew Wasserburger, Assistant Director of Fire Management Services, Fire
- l. Consideration to AWARD AN OPENLY SOLICITED CONTRACT for design/build services for the replacement of tube heaters at the City's North Satellite Cold Storage Building, and at Fire Stations 2 and 8 to Colorado Mechanical Systems, Inc. Centennial, Colorado in the amount of \$220,800.00, R-5726A.
Presenter: Katrina Rodriguez, Acting Facilities Project Delivery Manager, Public Works
- m. Consideration to AWARD A SOLE SOURCE CONTRACT to Hach Company, Loveland, Colorado in the not-to-exceed amount of \$195,000.00 for the purchase of water quality monitoring equipment and supplies for the Water Department as required through August 31, 2020.
Presenter: Bobby Oligo, Manager of Water Treatment, Aurora Water
- n. Consideration to AWARD A COMPETITIVELY BID CONTRACT to Goodland Construction Inc, Golden, Colorado in the amount of \$1,378,058.05 for construction of the Yale Avenue and Xanadu Way Intersection Improvement Project. Project #18042 (**Staff requests a Waiver of Reconsideration**)
Presenter: Matthew Kozakowski, Transportation Project Delivery Manager, Public Works

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

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

MINUTES

Regular Meeting of the Aurora City Council

Monday, January 11, 2021

1. **RECONVENE REGULAR MEETING OF JANUARY 11, 2020 AND CALL TO ORDER**

Mayor Coffman reconvened the regular meeting of City Council at 6:30 p.m.

2. **ROLL CALL** – Kadee Rodriguez, City Clerk

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

Roger Sherman and Andrew Larsen, interpreter, provided call-in instructions for the benefit of the public.

3. **INVOCATION/MOMENT OF SILENCE**

Mayor Coffman called for a moment of silence for all those who lost their lives to and those who suffer with COVID.

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

5. **APPROVAL OF MINUTES**

5.a. November 16, 2020 Minutes

Motion by Marciano, second by Gruber, to approve the minutes of the meeting of November 16, 2020, as presented.

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

5.b. December 7, 2020 Minutes

Motion by Gruber, second by Marciano, to approve the minutes of the meeting of December 7, 2020, as amended.

Council Member Marciano issued a statement of clarification based on advice from staff related to the Mayor Pro Tem votes. He stated Council was told at the meeting they could abstain from the vote but were later told they could not, therefore, he stated his intent was to vote in favor of Council Member Murillo and opposed to the remaining candidates. He noted the clarification did not change the votes but he wanted the statement clarified in the minutes regardless.

Council Member Coombs concurred. She clarified her intent was a no vote where it was listed as abstentions.

- ♦ *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.*

9. **CONSENT CALENDAR**

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

9.a. CCWCD Intergovernmental Agreement for Well Augmentation

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

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

Waiver of Reconsideration

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

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

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

9.d. Crestone Water Supply Agreement

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

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

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

10. **RESOLUTIONS**

10.a. Snow Plowing Operations (Blackstone Community)

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

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

Parks, Foundations and Quality of Life (PFQL) Meeting
July 23, 2020

Members Present: Council Member Curtis Gardner, Chair; Council Member Marsha Berzins, Vice-Chair;
Council Member Dave Gruber

Members Absent:

Others Present: Nancy Freed, Brooke Bell, Pat Schuler, Tracy Young, Angela Garcia, Center Lynne,
Katrina Rodriguez, John Perkins, Curt Bish, Rick Crandall, Roberta Bloom and Elvia
Tovar.

1. WELCOME AND INTRODUCTIONS

Council Member (CM) Gardner welcomed everyone.

2. REVIEW AND APPROVAL OF MINUTES

The June 25, 2020 minutes were approved after correction.

3. ANNOUNCEMENTS

None.

4. SOUTHEAST RECREATION CENTER UPDATE

Summary of Issue and Discussion:

Lynne Center, Deputy Director of Operations in Public Works, reviewed the funding design and construction of the new recreation center. Funding was approved in 2018, Architectural selection of Populous Inc, Public input process culminated in a public meetings and selected contractor in 2019. Amendment to the Aurora Reservoir Park Master Plan in June 2020. New addition and able to have a fieldhouse. Recreation center will be well balanced in activities in Aquatics, Gym and individual Fitness. On the process vetting out windows styles and window treatment, will come back on a later date with renderings and will show how is going to look like. Unique feature, running track does not touch the ground and suspended trough out, it can be access by steps and a lift and you will have all view access. Integrated art renderings will be brought to study session on august third. projected \$40,000,000 for projects using combinations of funds bonds proceeds, site remediations and remaining funds from Central Recreation Project.

CM Gardner asked about the fieldhouse size. T Young answered it would be used to accommodate youth programing and other age groups, is fairly new and does not have exact dimensions. N Freed added that during the community open house participation, the fieldhouse was near at the top of the list and just recently was able to proceed with budget and design for the fieldhouse.

CM Gardner asked about the impact cost, labor and materials L Center answered did not have the information and might be able to answer once they get the most recent cost estimate and will have that information on the study session of august third.

CM Berzins asked about if there's room to add an outside field and cricket field. T Young answered the entire site is 600 acres, there is plenty of room but not for this budget and that would be in future projects. B Bell added about the fieldhouse is not a full-size adult field it will accommodate youth game and is cost prohibited

with all the other amenities, regarding the outdoor field priority became, when realized of projected budget and when it comes to a space that could be used all year around.

CM Gruber commented He is very excited about this, two years ago the citizens advisory committee briefed on creating a sports park two, at that time were looking at property north of Quincy, one of the ideas was commercial sponsorship supporting the Sports Park. Funding for Sports Park one was led from the soccer families, those people that understood that the fields we had, were congested and having a central location would be very good for the city. Sports park one in the normal season the amount of professional sports we have there helps the bottom line at the same time, bringing revenue to support the sports park. Understands the budget constrains but would be nice to have a Sports Park two at this location, it would go long way to support tourism, as well to support the massive growth that we have, on south east side on the city and excited to see the generations of folks getting involved. Sports Park brought successful revenue bond and national renowned soccer field, after this is built hope to bring additional revenue. Delighted with the design and glad to see a recreation center being built in this area. CM Gruber Asked about the YMCA being constructed two miles away from this location and the discussions on that matter. N Freed answered that in the past talked to YMCA and invited them to share what they'll have at their center and was never able to come to any conclusion and don't see it as a competition, they are constructing something more like a community center. B Bell added in the last conversation, they agreed to have a discussion and compare on the programing, once they are up and running and talk about their programing comparisons, discussion is to come. CM Gruber added as people in the areas might see the two building being constructed, there will be certainly questions, as why are we building two centers and accusations on why wasting money, having those questions addressed beforehand would be helpful, as you said, building more of a community center and this is for the east region, having those answers will help council. B Bell Thank for the great advice and would get some talking points. CM Gruber Thanked staff.

N Freed asked to take this presentation to council during the first study session in august with Roberta Bloom's art.

Outcome:

The Committee approved to move presentation forward to City Council Study Session.

Follow-up Action:

None.

5. HIGH PLAINS TRAIL (E-470 TRAIL) MAINTENANCE INTERGOVERNMENTAL AGREEMENT

Summary of Issue and Discussion:

Pat Schuler, Manager of Open Space and Natural Resources (OSNR) in PROS, Reviewed The proposed Intergovernmental Agreement (IGA) with Arapahoe County. In addition, E-470 is currently designing the second trail segment which will run from Quincy Road north to I-70. This trail required a second IGA for all aspects of maintenance. That trail extension to the north will also be covered by this IGA with ARCO, E-470 Highway Authority and Arapahoe County Open Space have requested Aurora provide regular trail maintenance for the 4 mile stretch of new concrete trail through ARCO and Aurora jurisdictions, adjacent to E-470 Highway. ARCO will contribute 26% to the cost of the regular maintenance service, more of than the total number of miles by what they have by 20% to help cover time and expenses, and E-470 Highway Authority will contribute to the capital repairs into the future. Aurora will have primary responsibility of the trails between all three parties. The addition of the final 6 miles of trail north of Quincy Ave. is also covered under this proposed IGA.



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to AWARD CHANGE ORDER NO. 2 to a guaranteed maximum price contract to Saunders Construction, Inc., Centennial, Colorado in the amount of \$439,349.00 for the Southeast Recreation Center (SERC) Project, Project No. 5727A.

Item Initiator: Andrew Van Essen – Project Manager

Staff Source/Legal Source: John Perkins – Senior Project Manager / Brian Rulla – 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: 12/20/2021

ITEM DETAILS:

Agenda Long Title:

Consideration to AWARD CHANGE ORDER NO. 2 to a guaranteed maximum price contract to Saunders Construction, Inc., Centennial, Colorado in the amount of \$439,349.00 for the Southeast Recreation Center (SERC) Project, Project No. 5727A.

Staff/Legal Source:

John Perkins – Senior Project Manager / Brian Rulla – Assistant City Attorney

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

- | | |
|---|---|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

- | | |
|---|---|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input type="checkbox"/> Minutes Not Available |

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

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

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

The southeast Aurora community and Aurora staff have been working on a plan for the new Southeast Recreation Center over the last two years. Throughout the process, thousands of neighbors have joined us to shape the facilities and programs that will be offered at the new center. Over 2200 people gave their input on the new center through 5 public meetings, surveys on social media and live Facebook events.

Council Member Bergan discussed the success of the public meetings during City Council meetings on July 1st, 2019; August 19th, 2019; and October 21st, 2019.

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

On April 15th, 2019; City Council approved Phase #1 – Design: Consideration to AWARD AN OPENLY SOLICITED CONTRACT to Populous Group LLC, Kansas City, Missouri in the amount of \$2,198,915.00 for Architect and Engineering Services associated with the Southeast Recreation Center Project, R-1953.

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

January 11th, 2021; City Council approved Phase #3 – Construction: Consideration to AWARD A GUARANTEED MAXIMUM PRICE CONTRACT to Saunders Construction, Inc., Centennial, Colorado in the amount of \$34,200,074.00 for Construction Services for the Southeast Recreation Center (SERC) Project, Project No. 5727A.

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

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

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

The base scope includes the following:

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

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

Construction remains to be completed by October 31, 2022. The opening of the building is expected in the 1st Quarter of 2023.

Change Order No. 2 for the Southeast Recreation Center (SERC) Project consists of 11 items as described below. The total contract amount to Saunders Construction, Inc., including this proposed Change Order No. 2, is as follows:

Change Order (CO) No. 2		
Item No.	Amount	Summary
SCA-009	\$400,052.00	Field House Addition - PROS requested to increase the size of the Field House by approximately 2750 SF, which also included additional fire sprinkler piping, one wall hydrant, additional ductwork, electrical receptacles, fixtures and pendant speakers.
SCA-013	\$ 28,563.00	Miscellaneous Changes (BB #2) - This bulletin originated from ongoing coordination between Populous (Architect) and Saunders about detailing and how to best provide an economical and constructible building. This includes updating structural canopy, track, foundation, and roof framing details; changes to wall assemblies, and the relocation of a roof drain, cameras, & fire alarm devices.
SCA-014	\$ 36,240.00	Miscellaneous Changes (BB #4) - This bulletin originated from further coordination with the garage manufacturer and how to properly detail the garage door within the curtain wall assembly. Structural steel was needed to provide support for the curtain wall for the overhead door system.
SCA-021	\$ 38,673.00	FDC & VFD Relocation - Based on the review comments from the City of Aurora Building Department, the Fire Department Connection (FDC) was required to be relocated. PROS also requested an additional electrical outlet for a digital TV at the turf field and added card readers for the chemical room doors. Variable frequency drives (VFD) were relocated in order to be easily accessible from the pool deck.
SCA-022	(\$ 83,386.00)	Skin Detail Update - Saunders hired a 3 rd party consultant to review the skin details. This credit reflects a savings provided based on the detail revisions by the consultant.
SCA-023	\$ 11,876.00	Ductwork Change - This change added a 36" round ductwork and Manual Volume Damper (MVD) at the natatorium space. This bulletin originated from the acoustical engineer recommendations to reduce air velocity in one portion of ductwork in the natatorium that had a decibel level twice the design goal.
SCA-026	\$ 7,331.00	Irrigation Loop - To create flexibility in the design and per the request of PROS, Saunders installed sleeves for the irrigation piping below the road approaching the site.

Total CO No. 2 \$439,349.00

Original Contract \$34,200,074.00

Change Order 1 \$ 185,710.00

Contract Total \$34,825,133.00

Public Works is requesting approval to change the construction contract awarded to Saunders Construction, Inc. to add additional construction scope in the amount of \$439,349.00 for the Southeast Recreation Center (SERC) Project. If the proposed change order amount is approved the total contract amount will increase to \$34,825,133.00. Funds are available within the existing project budget to cover this change order.

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 guaranteed maximum price contract with Saunders Construction, Inc., Centennial, Colorado in the amount of \$439,349.00 for additional construction scope associated with the Southeast Recreation Center (SERC) Project, Project Number 5727A.

QUESTIONS FOR COUNCIL

Does City Council approve to AWARD CHANGE ORDER NO. 2 to a guaranteed maximum price contract to Saunders Construction, Inc., Centennial, Colorado in the amount of \$439,349.00 for the Southeast Recreation Center (SERC) Project, Project No. 5727A.

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)). (Rulla)

PUBLIC FINANCIAL IMPACT

☒ YES ☐ NO

If yes, explain:

Funding for the Change Order No. 2 will be allocated from the following org & acct:

62901/68410 - \$439,349.00

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain: N/A



CITY OF AURORA CHANGE ORDER

DATE: 10/20/2021

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: Saunders Construction Inc 86 Inverness Place North Englewood, CO 80112		THIS CHANGE ORDER CHANGES THE FOLLOWING: <input type="checkbox"/> VENDOR INFO <input checked="" type="checkbox"/> DOLLAR AMOUNT <input type="checkbox"/> CONTRACT TIME <input type="checkbox"/> OTHER <input type="checkbox"/> ACCOUNT NUMBERS(S) Involves Federal Funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																									
PURCHASE ORDER NO.: 21P0293K REQ NO.: PUA21010		CHANGE ORDER NO.: 2																									
THIS CHANGE ORDER RELATES TO A CONSTRUCTION PROJECT OVER \$25,000.00 YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		IF YES, PROJECT NO. & NAME: Project #5727A Southeast Recreation Center (SERC) Construction Work Package #1																									
DESCRIPTION OF CHANGE: <table> <tr> <td>SCA-001 – Addendum B – Earthwork, Storm, Asphalt, Site Concrete</td> <td>\$ 00.00</td> </tr> <tr> <td>SCA-009 – BB #5 – Field House Addition</td> <td>\$400,052.00</td> </tr> <tr> <td>SCA-013 – BB #2 – Misc Changes</td> <td>\$ 28,563.00</td> </tr> <tr> <td>SCA-014 – BB #4 – Misc Changes</td> <td>\$ 36,240.00</td> </tr> <tr> <td>SCA-021 – BB #8 – FDC and VFD Relocation</td> <td>\$ 38,673.00</td> </tr> <tr> <td>SCA-022 – BB #9 – Skin Detail Update</td> <td>\$ (83,386.00)</td> </tr> <tr> <td>SCA-023 – BB #10 – Ductwork Change</td> <td>\$ 11,876.00</td> </tr> <tr> <td>SCA-024 – RFI 168 – Gym Truss Bridging</td> <td>\$ 00.00</td> </tr> <tr> <td>SCA-026 – RFI 169 Irrigation Loop</td> <td>\$ 7,331.00</td> </tr> <tr> <td>SCA-028 – RFI 136 Stair 3 Channel</td> <td>\$ 00.00</td> </tr> <tr> <td>SCA-030 – RFI 165 – Duct Opening North Locker Wall</td> <td>\$ 00.00</td> </tr> <tr> <td>Total</td> <td>\$ 439,349.00</td> </tr> </table>				SCA-001 – Addendum B – Earthwork, Storm, Asphalt, Site Concrete	\$ 00.00	SCA-009 – BB #5 – Field House Addition	\$400,052.00	SCA-013 – BB #2 – Misc Changes	\$ 28,563.00	SCA-014 – BB #4 – Misc Changes	\$ 36,240.00	SCA-021 – BB #8 – FDC and VFD Relocation	\$ 38,673.00	SCA-022 – BB #9 – Skin Detail Update	\$ (83,386.00)	SCA-023 – BB #10 – Ductwork Change	\$ 11,876.00	SCA-024 – RFI 168 – Gym Truss Bridging	\$ 00.00	SCA-026 – RFI 169 Irrigation Loop	\$ 7,331.00	SCA-028 – RFI 136 Stair 3 Channel	\$ 00.00	SCA-030 – RFI 165 – Duct Opening North Locker Wall	\$ 00.00	Total	\$ 439,349.00
SCA-001 – Addendum B – Earthwork, Storm, Asphalt, Site Concrete	\$ 00.00																										
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SCA-024 – RFI 168 – Gym Truss Bridging	\$ 00.00																										
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SCA-028 – RFI 136 Stair 3 Channel	\$ 00.00																										
SCA-030 – RFI 165 – Duct Opening North Locker Wall	\$ 00.00																										
Total	\$ 439,349.00																										
THE COMPLETION TIME IS CHANGED FROM <u>N/A</u> TO <u>N/A</u>																											
ACCOUNTING DATA: ORIGINAL AMOUNT: \$34,200,074.00 CHG. ORD NO. <u>1</u> THRU <u>2</u> \$ 625,059.00 NEW AMOUNT: \$34,825,133.00 THIS CHG ORD INCREASES: \$ 439,349.00		APPROVALS REQUIRED ON CONSTRUCTION OVER \$10,000.00: DATE: 10/20/2021 CONTRACTOR: <i>Adam S. Tulea</i> 10/20/21 INSPECTOR/OBSERVER: <i>Andrew Van Gosen</i> 10/20/2021 ARCHITECT/ENG.: <i>RJS</i> 10/20/21																									
ACCOUNT NUMBERS: 62901 / 68410 \$ 439,349.00 \$ \$ \$ \$ \$ \$		APPROVALS REQUIRED ON ALL CHANGE ORDERS: PROJECT MGR: <i>JAC</i> 10/20/21 <i>ADC</i> 20 OCT 2021 FUNDING DEPARTMENT: <i>Katrina Rodriguez</i> 11-01-2021 <i>Cindy Colip</i> FUNDING DEPARTMENT DCM: <i>John</i> ASSISTANT CITY ATTORNEY: PURCH./CONTR. STAFF: DIRECTOR OF INTERNAL SERVICES: CHANGE ORDER APPROVED BY COUNCIL ON: _____, AGENDA ITEM _____ SUBMITTED WEEKLY REPORT ON _____																									



CITY OF AURORA
PURCHASING SERVICES
 15151 E. Alameda Parkway, Suite 5700
 Aurora, Colorado 80012 1553
 303-739-7100

THIS PURCHASE ORDER MUST APPEAR ON ALL PACKAGES AND CORRESPONDENCE
 INVOICING MUST ACCOMPANY ALL SHIPMENTS

R-5727A

TO: 13385
 SAUNDERS CONSTRUCTION INC
 86 INVERNESS PLACE NORTH
 ENGLEWOOD, CO 80112

PURCHASE ORDER NO
 21P0293K

DATE
 03/18/21

REQUEST NO
 PUA21010

PAGE
 Page 1 of 1

BUYER
 BUY001 KC

DEPARTMENT	DELIVER INVOICE TO	FREIGHT TERMS	PAYMENT TERMS	DELIVER BY/EXPIRATION	
PW/ENG/VAN ESSEN	PUBLIC WORKS 15151 E ALAMEDA PKWY 3RD FLOOR AURORA, CO 80012	Destination	NET 30	10/31/22	
ITEM	QTY/UNITS	DESCRIPTION	UNIT PRICE	EXTENSION	ACCOUNT NO.

* NOTICE TO *
 * PROCEED *

001 1 JB THIS NOTICE TO PROCEED IS ISSUED FOR THE FOLLOWING 34,200,074.00 34,200,074.00 6290168410
 CONSTRUCTION PROJECT NO.: 5727A.

PROJECT TITLE: SOUTHEAST RECREATION CENTER (SERC)
 CONSTRUCTION WORK PACKAGE #1.

CONSTRUCTION START: MARCH 19, 2021
 CONSTRUCTION END: OCTOBER 31, 2022

CITY CONTACT: ANDREW VAN ESSEN, 303-739-7333,
 AVANESSE@AURORAGOV.ORG

VENDOR CONTACT: GRAHAM TAYLOR, 303-386-9067,
 G.TAYLOR@SAUNDERSINC.COM

PERFORMANCE AND PAYMENT BOND, CERTIFICATE OF
 INSURANCE, AND CMGC CONSTRUCTION SERVICE AGREEMENT
 WORK PACKAGE NO. 1 HAVE BEEN APPROVED AND ARE
 INCORPORATED HEREIN BY ATTACHMENT TO THIS NOTICE TO
 PROCEED.

AWARD IN ACCORDANCE TO RFP: 5727A

ALL INVOICES AND CORRESPONDENCE TO THE CITY MUST
 REFERENCE THIS PURCHASE ORDER AND PROJECT NUMBER.

APPROVED BY CITY COUNCIL ON JANUARY 11, 2021 AGENDA
 ITEM 9b.

909-16

TOTAL ►
AMOUNT

34,200,074.00

AUTHORIZED SIGNATURE

Jim Velasquez

WJ

TAX EXEMPT #98-02596



Saunders Construction, LLC

CHANGE ORDER

NO. OCO-002

86 Inverness Place North
Englewood CO 80112 USA

Printed On: 10/06/2021
Page 1 of 1

TITLE: Owner Change Order 002
PROJECT: Southeast Recreation Center (SERC) Project No R-5727A
TO: City of Aurora
15151 E Alameda Pkwy Suite 1100
Aurora CO 80012-1553
USA
Phone: 303-739-7100 Fax: 303-739-7397

ISSUE DATE: 10/06/2021**JOB:** 19015011

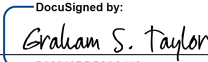
<i>Item#</i>	<i>Description</i>	<i>Bill Amount</i>
SCA-001	Addendum B - Earthwork, Storm, Asphalt, Site Concrete	0.00
SCA-009	BB #5 - Field House Addition	400,052.00
SCA-013	BB #2 - Misc Changes	28,563.00
SCA-014	BB #4 - Misc Changes	36,240.00
SCA-021	BB #8 - FDC and VFD Relocation	38,673.00
SCA-022	BB #9 - Skin Detail Update	-83,386.00
SCA-023	BB #10 - Ductwork Change	11,876.00
SCA-024	RFI 168 - Gym Truss Bridging	0.00
SCA-026	RFI 169 Irrigation Loop	7,331.00
SCA-028	RFI 136 Stair 3 Channel	0.00
SCA-030	RFI 165 - Duct Opening North Locker Wall	0.00

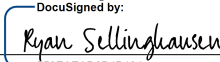
Total: \$439,349.00


The Original Contract Sum was **\$34,200,074.00**
 Net Change by Previously Authorized Requests and Changes **\$185,710.00**
 The Contract Sum Prior to This Change Order was **\$34,385,784.00**
 The Contract Sum will be Changed by **\$439,349.00**
 The New Contract Sum Including This Change Order **\$34,825,133.00**
 The Contract Time Will Not Be Changed
 The Date of Substantial Completion as of This Change Order therefore is

ACCEPTED: *This change order is hereby added to the Contract Sum as a Stipulated Sum Amount*

Contractor **Saunders Construction, LLC**Architect **Populous**Owner **City of Aurora**

By: 
B98840DD5C0C443...

By: 
559EAEAD2B4B434...

By: 
D2A9B949A28C45B...

Date: October 7, 2021 | 8:39 AM MDT**Date:** October 7, 2021 | 9:10 AM MDT**Date:** October 7, 2021 | 9:35 AM MDT

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

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

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

8. **ADOPTION OF THE AGENDA**

The agenda was adopted as presented.

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

General Business

- a. Consideration to AWARD A SOLE SOURCE CONTRACT to Polydyne, Inc., Riceboro, Georgia in the not-to-exceed amount of \$330,000.00 for the purchase of the water treatment chemical Poly Electrolyte Cationic Clarifloc C-308P as required through February 29, 2020. STAFF SOURCE: Bobby Oligo, Manager of Water Treatment, Aurora Water
- b. Consideration to AMEND AN OPENLY SOLICITED CONTRACT with Dewberry Engineers, Inc., Denver, Colorado in the amount of \$102,204.00 to provide construction phase and programming / system integration services for the 6th and Powhaton facilities for the Prairie Waters Pipeline Tap Project. STAFF SOURCE: Steven Fiori, Project Delivery Service Manager, Aurora Water
- c. Consideration to AWARD A COMPETITIVELY BID CONTRACT to K.R. Swerdfeger Construction, Inc., Pueblo West, Colorado in the amount of \$3,138,169.37 for the 2018/2019 Water Line System Improvements, Project No. 5672A. STAFF SOURCE: Steven Fiori, Project Delivery Service Manager, Aurora Water
- d. Consideration to AWARD A SOLE SOURCE CONTRACT to Versaterm Systems, Scottsdale, Arizona in the amount of \$258,196.00 for annual renewal of software maintenance on the Police Information Management and Mobile Report Entry Systems through March 2020. STAFF SOURCE: Aleta Jeffress, Chief Information & Digital Officer, Information Technology
- e. Consideration to AWARD WORK PACKAGE NO. 5 of the Central Recreation Center to Adolfson & Peterson Construction, Aurora, Colorado in the amount of \$101,444.00, R-5540A. **(Staff requests a waiver of reconsideration)** STAFF SOURCE: Katrina Rodriguez, Acting Facilities Project Delivery Manager, Public Works
- f. Consideration to AWARD AN OPENLY SOLICITED CONTRACT to Populous Group LLC, Kansas City, Missouri in the amount of \$2,198,915.00 for architect and engineering services associated with the Southeast Recreation Center Project, R-1953. STAFF SOURCE: Katrina Rodriguez, Acting Facilities Project Delivery Manager, Public Works
- g. Consideration to EXTEND A COMPETITIVELY BID CONTRACT to Ferguson Enterprises, Aurora, Colorado in the not-to-exceed amount of \$100,000.00 for the purchase of plumbing supplies as required by Facilities Management Operations through October 31, 2019. This first extension will represent year two of a possible three-year

- ◆ ***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.***

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

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

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

Final Ordinances

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

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

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

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

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

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

10. **RESOLUTIONS**

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

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

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

11. **PUBLIC HEARING WITH RELATED ORDINANCE**

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

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

- g. Consideration to AWARD A SINGLE SOURCE CONTRACT to C&L Water Solutions, Littleton, CO in the amount of \$131,122.00 for the construction of Alameda 21 Inch Sewer Repair Project.
Presenter: Swirvine Nyirenda, Principal Engineer, Aurora Water
- h. Consideration to AMEND AN OPENLY SOLICITED CONTRACT with Carollo Engineers, Littleton, Colorado in the amount of \$36,609.00 to upgrade existing 3rd party Programmable Logic Control (PLC) panels to be standardized and communicate in a manner consistent with the recently completed PLC panel upgrades of the Wemlinger PLC Conversion and Improvements Project.
Presenter: Sarah Young, Deputy Director Water Planning/Engineering, Aurora Water
- i. Consideration to AWARD A SINGLE SOURCE CONTRACT to Fast Hosting Services LLC, Centennial, CO in the amount of \$573,000.00 for the annual subscription on the Tax Management Software System for the Finance Department through September 2020.
Presenter: Aleta Jeffress, Chief Info & Digital Officer, Information Technology
- j. Consideration to AWARD AN OPENLY SOLICITED CONTRACT for Construction Manager/General Manager (CM/GC) services for the Southeast Recreation Center to Saunders Construction, Inc., Centennial, Colorado in the amount of \$73,430.00, R-5727A.
Presenter: Katrina Rodriguez, Acting Facilities Project Delivery Manager, Public Works
- k. Consideration to AWARD A SINGLE SOURCE CONTRACT to Life-Assist, Inc., Rancho Cordova, California in the not-to-exceed amount of \$100,000.00 for the purchase of EMS supplies as required from October 1, 2019 through September 30, 2020.
Presenter: Mathew Wasserburger, Assistant Director of Fire Management Services, Fire
- l. Consideration to AWARD AN OPENLY SOLICITED CONTRACT for design/build services for the replacement of tube heaters at the City's North Satellite Cold Storage Building, and at Fire Stations 2 and 8 to Colorado Mechanical Systems, Inc. Centennial, Colorado in the amount of \$220,800.00, R-5726A.
Presenter: Katrina Rodriguez, Acting Facilities Project Delivery Manager, Public Works
- m. Consideration to AWARD A SOLE SOURCE CONTRACT to Hach Company, Loveland, Colorado in the not-to-exceed amount of \$195,000.00 for the purchase of water quality monitoring equipment and supplies for the Water Department as required through August 31, 2020.
Presenter: Bobby Oligo, Manager of Water Treatment, Aurora Water
- n. Consideration to AWARD A COMPETITIVELY BID CONTRACT to Goodland Construction Inc, Golden, Colorado in the amount of \$1,378,058.05 for construction of the Yale Avenue and Xanadu Way Intersection Improvement Project. Project #18042 (**Staff requests a Waiver of Reconsideration**)
Presenter: Matthew Kozakowski, Transportation Project Delivery Manager, Public Works

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

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

MINUTES

Regular Meeting of the Aurora City Council

Monday, January 11, 2021

1. **RECONVENE REGULAR MEETING OF JANUARY 11, 2020 AND CALL TO ORDER**

Mayor Coffman reconvened the regular meeting of City Council at 6:30 p.m.

2. **ROLL CALL** – Kadee Rodriguez, City Clerk

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

Roger Sherman and Andrew Larsen, interpreter, provided call-in instructions for the benefit of the public.

3. **INVOCATION/MOMENT OF SILENCE**

Mayor Coffman called for a moment of silence for all those who lost their lives to and those who suffer with COVID.

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

5. **APPROVAL OF MINUTES**

5.a. November 16, 2020 Minutes

Motion by Marciano, second by Gruber, to approve the minutes of the meeting of November 16, 2020, as presented.

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

5.b. December 7, 2020 Minutes

Motion by Gruber, second by Marciano, to approve the minutes of the meeting of December 7, 2020, as amended.

Council Member Marciano issued a statement of clarification based on advice from staff related to the Mayor Pro Tem votes. He stated Council was told at the meeting they could abstain from the vote but were later told they could not, therefore, he stated his intent was to vote in favor of Council Member Murillo and opposed to the remaining candidates. He noted the clarification did not change the votes but he wanted the statement clarified in the minutes regardless.

Council Member Coombs concurred. She clarified her intent was a no vote where it was listed as abstentions.

- ♦ *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.*

9. **CONSENT CALENDAR**

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

9.a. CCWCD Intergovernmental Agreement for Well Augmentation

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

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

Waiver of Reconsideration

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

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

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

9.d. Crestone Water Supply Agreement

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

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

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

10. **RESOLUTIONS**

10.a. Snow Plowing Operations (Blackstone Community)

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

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

Parks, Foundations and Quality of Life (PFQL) Meeting
July 23, 2020

Members Present: Council Member Curtis Gardner, Chair; Council Member Marsha Berzins, Vice-Chair;
Council Member Dave Gruber

Members Absent:

Others Present: Nancy Freed, Brooke Bell, Pat Schuler, Tracy Young, Angela Garcia, Center Lynne,
Katrina Rodriguez, John Perkins, Curt Bish, Rick Crandall, Roberta Bloom and Elvia
Tovar.

1. WELCOME AND INTRODUCTIONS

Council Member (CM) Gardner welcomed everyone.

2. REVIEW AND APPROVAL OF MINUTES

The June 25, 2020 minutes were approved after correction.

3. ANNOUNCEMENTS

None.

4. SOUTHEAST RECREATION CENTER UPDATE

Summary of Issue and Discussion:

Lynne Center, Deputy Director of Operations in Public Works, reviewed the funding design and construction of the new recreation center. Funding was approved in 2018, Architectural selection of Populous Inc, Public input process culminated in a public meetings and selected contractor in 2019. Amendment to the Aurora Reservoir Park Master Plan in June 2020. New addition and able to have a fieldhouse. Recreation center will be well balanced in activities in Aquatics, Gym and individual Fitness. On the process vetting out windows styles and window treatment, will come back on a later date with renderings and will show how is going to look like. Unique feature, running track does not touch the ground and suspended trough out, it can be access by steps and a lift and you will have all view access. Integrated art renderings will be brought to study session on august third. projected \$40,000,000 for projects using combinations of funds bonds proceeds, site remediations and remaining funds from Central Recreation Project.

CM Gardner asked about the fieldhouse size. T Young answered it would be used to accommodate youth programing and other age groups, is fairly new and does not have exact dimensions. N Freed added that during the community open house participation, the fieldhouse was near at the top of the list and just recently was able to proceed with budget and design for the fieldhouse.

CM Gardner asked about the impact cost, labor and materials L Center answered did not have the information and might be able to answer once they get the most recent cost estimate and will have that information on the study session of august third.

CM Berzins asked about if there's room to add an outside field and cricket field. T Young answered the entire site is 600 acres, there is plenty of room but not for this budget and that would be in future projects. B Bell added about the fieldhouse is not a full-size adult field it will accommodate youth game and is cost prohibited

with all the other amenities, regarding the outdoor field priority became, when realized of projected budget and when it comes to a space that could be used all year around.

CM Gruber commented He is very excited about this, two years ago the citizens advisory committee briefed on creating a sports park two, at that time were looking at property north of Quincy, one of the ideas was commercial sponsorship supporting the Sports Park. Funding for Sports Park one was led from the soccer families, those people that understood that the fields we had, were congested and having a central location would be very good for the city. Sports park one in the normal season the amount of professional sports we have there helps the bottom line at the same time, bringing revenue to support the sports park. Understands the budget constrains but would be nice to have a Sports Park two at this location, it would go long way to support tourism, as well to support the massive growth that we have, on south east side on the city and excited to see the generations of folks getting involved. Sports Park brought successful revenue bond and national renowned soccer field, after this is built hope to bring additional revenue. Delighted with the design and glad to see a recreation center being built in this area. CM Gruber Asked about the YMCA being constructed two miles away from this location and the discussions on that matter. N Freed answered that in the past talked to YMCA and invited them to share what they'll have at their center and was never able to come to any conclusion and don't see it as a competition, they are constructing something more like a community center. B Bell added in the last conversation, they agreed to have a discussion and compare on the programing, once they are up and running and talk about their programing comparisons, discussion is to come. CM Gruber added as people in the areas might see the two building being constructed, there will be certainly questions, as why are we building two centers and accusations on why wasting money, having those questions addressed beforehand would be helpful, as you said, building more of a community center and this is for the east region, having those answers will help council. B Bell Thank for the great advice and would get some talking points. CM Gruber Thanked staff.

N Freed asked to take this presentation to council during the first study session in august with Roberta Bloom's art.

Outcome:

The Committee approved to move presentation forward to City Council Study Session.

Follow-up Action:

None.

5. HIGH PLAINS TRAIL (E-470 TRAIL) MAINTENANCE INTERGOVERNMENTAL AGREEMENT

Summary of Issue and Discussion:

Pat Schuler, Manager of Open Space and Natural Resources (OSNR) in PROS, Reviewed The proposed Intergovernmental Agreement (IGA) with Arapahoe County. In addition, E-470 is currently designing the second trail segment which will run from Quincy Road north to I-70. This trail required a second IGA for all aspects of maintenance. That trail extension to the north will also be covered by this IGA with ARCO, E-470 Highway Authority and Arapahoe County Open Space have requested Aurora provide regular trail maintenance for the 4 mile stretch of new concrete trail through ARCO and Aurora jurisdictions, adjacent to E-470 Highway. ARCO will contribute 26% to the cost of the regular maintenance service, more of than the total number of miles by what they have by 20% to help cover time and expenses, and E-470 Highway Authority will contribute to the capital repairs into the future. Aurora will have primary responsibility of the trails between all three parties. The addition of the final 6 miles of trail north of Quincy Ave. is also covered under this proposed IGA.



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to AMEND AN OPENLY SOLICITED CONTRACT with HDR Engineering, Denver, Colorado in the amount of \$171,800.00 for the Professional Engineering Services for the First Creek Interceptor Segments 1B, 1C & 1D.

Item Initiator: Andrea Long, Senior Engineer, Aurora Water

Staff Source/Legal Source: Andrea Long, Senior Engineer, Aurora Water / Ian Best, Assistant City Attorney

Outside Speaker: N/A

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

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 12/20/2021

ITEM DETAILS:

- Consideration to AMEND AN OPENLY SOLICITED CONTRACT with HDR Engineering, Denver, Colorado in the amount of \$171,800.00 for the First Creek Interceptor Segments 1B, 1C & 1D.
- Waiver of reconsideration requested – N/A
- Sponsor name – Andrea Long, Senior Engineer, Aurora Water
- Staff source name and title / Legal source name and title:
Andrea Long, Senior Engineer, Aurora Water / Ian Best, Assistant City Attorney
- Outside speaker name and organization – N/A
- Estimated Presentation/discussion time – No Presentation; On Consent

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

- | | |
|---|---|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

- | | |
|---|---|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input type="checkbox"/> 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 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, Project NO. R-1988 was approved by City Council on March 23, 2020 Agenda Item 9h.

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

The First Creek Interceptor (FCI) System is comprised of several segments namely 0, 0A, 1A, 1B, 1C, 1D, and 1E (see attached map). This interceptor system generally begins at Aurora's Prologis Lift Station near Smith Road and E-470 and terminates at Denver's Gateway Lift Station near Tower Road and 72nd Avenue. The intent of this Interceptor System is to provide gravity service to northeast Aurora by connecting to a future Metro Water Recovery District (MWRD) interceptor. The MWRD 2nd Creek Interceptor is currently under design and will be constructed by 2023. The gravity solution will allow Aurora to eliminate three lift stations including 1st Creek Lift Station, High Pointe Lift Station, and the Prologis Lift Station thus eliminating hundreds of thousands of dollars in annual maintenance and energy costs. FCI segments 0, 0A, 1A and 1E have already been constructed.

The engineering services for the design of the FCI Segments 1B, 1C, and 1D were solicited under a formal competitive Request for Proposal using a qualification-based selection process where the top ranked firm is selected for the award of the contract. Through that process, HDR Engineering, Inc. was selected as the top ranked firm. A detailed scope of work, project schedule and price proposal were negotiated with HDR Engineering, Inc. for providing the required engineering services. Negotiations included detailed discussions regarding the specific scope of work tasks, project schedule, and labor hours for both professional and administrative categories that are necessary to complete the first phase study and preliminary design of the project. The services are to be provided at the same currently approved MESA VI hourly rates for HDR Engineering, Inc.

HDR has been working on the design of the FCI 1B, 1C, and 1D segments. The FCI 1B, 1C and 1D project is divided into two construction phases. Phase 1 includes the alignment along Argonne St from 56th Ave north to High Point Blvd and the tunnel crossing near Picadilly Rd and 42nd Ave (see attached map). Phase 1 is approaching the 90% design deliverable. Phase 2 includes the alignment from Picadilly Rd northwest along Green Valley Ranch Blvd to the intersection of Argonne St and 56th Ave. Phase 2 is at 60% design. Because the sewer is located outside of the City of Aurora limits, negotiations are underway with various stakeholders including the City and County of Denver (CCD). Aurora is drafting an Intergovernmental Agreement (IGA) between the City of Aurora and CCD and it is anticipated to come to council in early 2022.

Item Scope

This amendment includes two main costs. The first cost includes an aquifer pump test to further refine the dewatering design requirements. The additional information is needed to better understand how the aquifer water table will impact the proposed construction. The results of this testing will allow the

engineer to have better insight into the design of the dewatering system and allow for Aurora to have more accurate bids and less potential for construction change orders.

The second cost includes adding contingency funds to cover future potential unforeseen scope items in addition to one known cost associated with CCD. Preliminary negotiations with CCD for the IGA have indicated the need for the design of an approximately 1,400-linear foot concrete trail between the Highline canal and 42nd St and an at grade pedestrian crossing for Green Valley Ranch Blvd. This proposed trail and at grade crossing will benefit Aurora as it will act as a maintenance access points for the interceptor. However, since the IGA has not been signed by Aurora City Council this additional design work would not take place until the IGA is approved.

Specific details and cost breakdowns are shown in Attachment #2 to this commentary. The hourly rates proposed by HDR are the same as their MESA VII design services agreement and levels of effort were evaluated by staff based on previous experience for these types of tasks. Therefore, the final negotiated fee is considered fair and reasonable.

QUESTIONS FOR COUNCIL

Does City Council approve the amendment to the contract with HDR Engineering, Denver, Colorado in the amount of \$171,800.00 for the First Creek Interceptor Segments 1B, 1C & 1D Project, Project NO. R-1988?

LEGAL COMMENTS

Any amendment that would cause the total amount of amendments to a contract to exceed \$100,000 requires City Council approval (City Code § 2-676(II)(b)(3)). (Best)

PUBLIC FINANCIAL IMPACT

☒ YES ☐ NO

If yes, explain: Funding for this Amendment will be from the Capital Improvement Program, Wastewater Fund, in the amount of \$171,800.00.

ORG: 52107 (First Creek Interceptor-SS)

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, Marciano, 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 Marciano, 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

- ◆ ***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.***



November 16, 2021

Andrea Long, P.E.
Project Manager
City of Aurora
15151 E Alameda Parkway
Aurora, CO 80012

Re: First Creek Interceptor Segment 1BCD Amendment 1

Andrea,

The design progression for the First Creek Interceptor Segment 1BCD (FCI 1BCD) Project has identified several out-of-scope items necessary for inclusion into the project via a formal amendment to the contract. Two previous scope modifications have been documented to date:

- A portion of City contingency funding was allocated on 3/9/21 (\$133,100 of the \$150,000) to reconcile the scope to match final design parameters. This modification included the extra field work and design development associated with the increased length of the interceptor and meter structure addition.
- The subconsultant budget reallocation dated 9/22/21 used a portion of HDR's budget to cover various subconsultant budget over runs associated with field data collection activities for survey, geotechnical, and potholing.

This amendment request serves to cover new project scope items and replenish the City controlled contingency funding. The following items are included with this amendment request:

CCD IGA Additions:

As a part of the City's ongoing intergovernmental agreement negotiations with the County of Denver (CCD), CCD has requested the project include an approximately 1,400-foot concrete trail between the Highline canal and 42nd St and an at grade pedestrian crossing for Green Valley Ranch Blvd. A more detailed scope and the associated engineering costs to cover the planned drawing production, survey data collection, utility locates, traffic counts, cultural analysis, and wetland delineations are included in Task 415 of Attachments A and B.

Aquifer Pump Test:

To further refine the dewatering design requirements, HDR's subconsultant (Shannon & Wilson) has recommend that an aquifer pump test be performed. This analysis will be performed as outlined in the 9/28/21 memorandum from Shannon & Wilson (Attachment C) and identified in Task 307 of Attachments A and B.

Additional City Contingency Funding

The reminging \$16,900 City contingency funding will be utilized to cover a portion of the scope additions described above. HDR recommends that the City budget an additional \$50,000 into the project budget to cover future unforeseen scope additions.

To complete the additional work, HDR is requesting an amendment in the amount of \$171,800. The scope modifications and fee breakdown are attached for your review and approval. Please give me a call if you have questions or need additional information.

Sincerely,
HDR, Inc.

A handwritten signature in black ink, appearing to read "Steve Pool", with a stylized flourish at the end.

Steve Pool, P.E.
Project Manager



Attachment A Amendment 1 Scope

SCOPE OF WORK

CITY OF AURORA AND HDR ENGINEERING, INC.

First Creek Interceptor Segments 1B, 1C and 1D Project AMENDMENT 1

PHASE I – PRELIMINARY DESIGN

See the original contract for the scope of work and required deliverables for the Phase I (Preliminary Design)

PHASE II – FINAL DESIGN

See the original contract and Amendment 1 for the scope of work and required deliverables for the Phase II (Final Design)

TASK SERIES 300 – GEOTECHNICAL, SUBSURFACE INVESTIGATIONS AND SURVEY

Insert Task 307:

Task 307 – Aquifer Pump Test

HDR's subconsultant (Shannon & Wilson) will perform the following activities associated with the aquifer pump test.

Planning and Permitting

- Shannon & Wilson will develop a detailed work plan for review by HDR and the City of Aurora. We have included limited time for team conference calls, along with one plan revision.
- Prior to drilling, Shannon & Wilson will mark the proposed boring locations in the field and call the Utility Notification Center of Colorado so they can mark utility locations. We will meet with individual utility locators on-site as necessary.
- Shannon & Wilson will obtain right-of-way or TCAP permits for each boring.
- Prior to drilling, Shannon & Wilson will file a notice of intent to construct monitoring hole (form GWS-51) with the State Engineer's Office (SEO) for installation of a groundwater monitoring well in each boring. We will list the City of Aurora as the owner of each well.
- Following drilling and well completion, Shannon & Wilson will file a well construction and test report (SEO form GWS-31) for each well.
- Shannon & Wilson will prepare and submit one permit application to the Colorado Department of Public Health & Environment (CDPHE) for Discharge to Surface Water from Well Development and Pump Testing Activities (permit COG608000). Shannon & Wilson will be listed as the permittee, which will allow for us to submit required discharge monitoring reports (DMRs) as required.

Pumping Test

- Each boring will be drilled using a truck-mounted drill rig supplied and operated by a drilling contractor under subcontract to Shannon & Wilson.
- Sampling will be conducted on approximately 5-foot intervals using the Standard Penetration Test (SPT), in general accordance with ASTM D-1586. Occasional larger-diameter drive samples using a modified California-barrel sampler may also be collected, as appropriate.
- A geologist or geotechnical engineer will observe the drilling and prepare descriptive field logs of the explorations based on ASTM D 2487, Standard Test Method for Classification of Soil for Engineering Purposes, and ASTM D 2488, Standard Recommended Practice for Description of Soils (Visual-Manual Procedure).
- Drill cuttings from the borings will be spread onsite.
- Each 2-inch diameter observation well will be constructed with a silica sand pack around and approximately a foot above an estimated 20- to 25-foot screened interval (0.02 factory slotted PVC), dependent on the depth to bedrock, and the remainder of the borehole will be backfilled with bentonite chips.
- The 6-inch diameter pumping well will be constructed with a silica sand pack around and approximately a foot above an estimated 20- to 25-foot screened interval (0.03 Vee Wire Wrapped PVC), dependent on the depth to bedrock, and the remainder of the borehole will be backfilled with bentonite chips.
- Each well will be completed with a well cover mounted flush to the ground surface.
- Shannon & Wilson will transport the geotechnical samples back to their in-house laboratory for further observation and laboratory testing. Depending on the lithology of the materials encountered, tests may include natural moisture content, grain size distribution, and Atterberg limits.
- Shannon & Wilson will oversee development of the wells that will be performed by the driller. Well development water is planned to be discharged into First Creek, in accordance with the CDPHE permit.
- Shannon & Wilson will oversee step testing of well PW-1 that will be performed by the driller. Step testing involves pumping the well at a range of increasing pumping rates for a sustained period (more than 1 hour) to determine what sustained pumping rate should be utilized for the pumping test. As part of this task, Shannon & Wilson will monitor water levels in the wells using a submersible datalogger as well as using a manual water level indicator. A temporary stream gauge will be installed in nearby First Creek to monitor water levels.
- Shannon & Wilson will monitor water quality of the discharge water generated during well development, step testing, and pump testing. Prior to discharging water to the creek each day, Shannon & Wilson will collect a groundwater sample for analytical testing in accordance with CDPHE permit requirements. According to permit guidance documents, the following tests will be required: oil and grease (if a sheen is observed); pH; total suspended solids; total dissolved solids; total phosphorus; E. coli bacteria; arsenic (total recoverable); iron (total recoverable and dissolved); manganese (dissolved); selenium (potentially dissolved); and

uranium (total recoverable). While testing for the various metals is required by CDPHE, remediation does not need to be performed.

Analysis and Reporting

- Shannon & Wilson will download data generated during the field tests and will correct them as necessary for barometric pressure and other factors. As part of this data analysis, we will plot hydrographs of step-rate and constant rate test water levels and displacement from static.
- Shannon & Wilson will analyze the step-drawdown and constant rate test data using analytical methods, evaluating both the drawdown and recovery phases of the constant rate tests. The analytical interpretation for the constant rate tests will be performed using the software program AQTESOLV to employ the appropriate solution methods based on the data and aquifer conditions. As part of this analysis, we will develop plots summarizing the constant rate test analysis for well drawdown and recovery from each well. The results of our analysis will be used to evaluate aquifer hydraulic conductivity, storativity, and transmissivity, which will be utilized during final design to develop recommended pumping well spacing and estimated pumping rates.
- The work will be summarized in a draft technical memorandum for review by the City of Aurora. Upon receipt of any comments, we will finalize the memorandum for inclusion as an appendix to our final dewatering evaluation report.

TASK SERIES 400 – FINAL DESIGN

Insert Task 415:

Task 415 – CCD IGA Design Additions

Prepare design documents associated with the following design additions required in the City of Aurora and City and County of Denver IGA:

- Buried riprap access path with turnaround (no formal trail) from High Line Canal Trail north to Green Valley Ranch Blvd (west side of the creek)
 - Provide a hidden access or grass paver detail and plans in the 90% submittal to satisfy this request.
- Concrete pedestrian trail from the Highline Canal Trail south to 42nd with a connection into Orleans Court
 - Coordinate alignment connection locations and provide necessary details, plans, and potential specifications to satisfy the request. It is assumed that the City of Aurora will access the interceptor from 42nd Ave. and the trail will need to be HS20 rated.
 - Collect field data including topographic surveys, utility locates, tree canopy outline, wetland delineation and historical/cultural analysis for the new construction areas.
- Install mid-block pedestrian crossing at Green Valley Ranch Blvd
 - Collect traffic counts associated with CCD requirements to determine the type of crossing required.

- Provide the necessary plans, details and specifications to incorporate this design addition into the 90% design.

SUPPLEMENTAL SERVICES

Insert Task 900:

Task 900 – Additional City controlled allowance for Supplemental Design Services

The remaining \$16,900 City contingency funding will be utilized to partially cover the scope additions described above. An additional City controlled allowance of \$50,000 will be added to the contract to cover the Engineering costs associated with supplemental services not identified in the scope of work. The allowance is controlled by the City and will be used at the City's discretion. No work will be performed or charged to this task without prior written approval from the City.

All other provisions of the Agreement shall remain the same.

Attachment B
Amendment 1 Fee Estimate

City of Aurora First Creek Interceptor Segments 1B, C, & D Engineering Fee Estimate AMENDMENT 1 - CCD IGA Scope Additions, Aquifer Pump Test, and City Contingency Fund Addition		QA/QC & Technical Advisor (Gossett)	Project Manager (Pool)	Design Manager (Limke)	Traffic Engineer (Seyer)	Staff Engineer (Pooley)	Structural Engineer (Coronado)	C3D CADD (Hicks/Kowalke)	Project Accountant	HDR Hours	HDR Labor	City Controlled Allowance	Vehicle Mileage / Travel	HDR Total Expenses	HDR Fee	Jacobs (Permitting)	Shannon & Wilson (Dewatering)	Merrick (Surveying)	Total Expenses	Total Fee (includes sub- consultants)
Hourly Billing Rate		\$250.00	\$235.00	\$195.00	\$195.00	\$120.00	\$185.00	\$170.00	\$ 125.00											
PHASE II - DESIGN																				
Task Series 300 - Geotechnical, Subsurface Investigations and Survey																				
307	Aquifer Pump Test		4	4		4				2	14	\$ 2,450		\$ 50	\$ 50	\$ 2,500		\$ 80,011		\$ 88,912
	Sub-total	0	4	4	0	4	0	0		2	14	\$ 2,450	\$ -	\$ 50	\$ 50	\$ 2,500	\$ -	\$ 80,011	\$ -	\$ 88,912
Task Series 400 - Final Design																				
415	CCD IGA Design Additions	8	8	12	64	16	6	72	2	188	\$ 34,220		\$ 150	\$ 150	\$ 34,370	\$ 6,800		\$ 7,500	\$ 14,450	\$ 49,814
										0	\$ -			\$ -	\$ -				\$ -	\$ -
	Sub-total	8	8	12	64	16	6	72	2	188	\$ 34,220	\$ -	\$ 150	\$ 150	\$ 34,370	\$ 6,800	\$ -	\$ 7,500	\$ 14,450	\$ 49,814
SUPPLEMENTAL SERVICES																				
800	Remaining City Controlled Allowance for Supplemental Services									0	\$ -	\$ (16,900)		\$ (16,900)	\$ (16,900)				\$ (16,900)	\$ (16,900)
900	Additional City Controlled Allowance for Supplemental Services									0	\$ -	\$ 50,000		\$ 50,000	\$ 50,000				\$ 50,000	\$ 50,000
	Sub-total	0	0	0	0	0	0	0	0	0	\$ -	\$ 33,100	\$ -	\$ 33,100	\$ 33,100	\$ -	\$ -	\$ -	\$ 33,100	\$ 33,100
Hours		8	12	16	64	20	6	72	4	202	\$ 36,670									
Fee		\$2,000	\$2,820	\$3,120	\$12,480	\$2,400	\$1,110	\$12,240	\$500		\$ 36,670	\$ 33,100	\$ 200	\$ 33,300	\$ 69,970	\$ 6,800	\$ 80,011	\$ 7,500	\$ 47,550	\$ 171,826
Sub-consultant Budget w/ Mark-up (8%)																\$ 7,344	\$ 86,412	\$ 8,100		
Total Fee (rounded)																				\$ 171,800

NOTES

- 1
- See amendment scope of services for fee assumptions

Attachment C
S&W Aquifer Pump Test Memo

**SCOPE OF WORK
FIRST CREEK INTERCEPTOR PROJECT
SEGMENTS 1B, 1C, & 1D
36-HOUR AQUIFER PUMPING TEST
AURORA, COLORADO**

Introduction

Shannon & Wilson evaluated aquifer hydraulic conductivity along the proposed pipeline alignment as part of our 60% design dewatering evaluation. We performed slug tests and constant rate pumping tests in groundwater wells to evaluate hydraulic conductivity, and also analyzed grain size analyses of granular soil samples collected from the well locations. The slug and constant rate pump test data indicated that the saturated granular soils generally had medium to very high permeability, with hydraulic conductivities ranging from about 50 to 260 feet/day.

Based on the results of these analyses, we recommended use of pumping wells for dewatering along all sections of the alignment south of E 56th Avenue (excluding the tunnels). Considerable groundwater drawdown will be required in some areas during trench construction (up to 13 feet), and the depth of drawdown from the ground surface will typically be greater than 20 feet. For estimating dewatering construction costs, the depth of the pumping wells was relatively easily estimated based on the depth to bedrock. However, the spacing of the pumping wells was more challenging to estimate, due to the range of hydraulic conductivities calculated and the variability of soil conditions. Assuming an average well spacing ranging from 20 to 30 feet, we estimated that more than 600 pumping wells may be required to achieve the required dewatering along this 13,000-foot section of the alignment.

Aquifer Pumping Test - Purpose and Benefits

To refine our 60% dewatering recommendations, we propose to perform an aquifer pumping test along one of the more permeable dewatering reaches of the alignment south of Green Valley Ranch Boulevard. Since the pumping test is performed using a larger diameter well than those installed during the geotechnical investigation and over a longer period of time than the slug tests and constant rate tests, the results should provide a more accurate representation of in situ hydrogeologic conditions.

The behavior of the aquifer during the pumping test (pumping rates, depth of drawdown, and lateral extent of drawdown) will allow for us to refine our design in terms of hydraulic conductivity and required pumping rates. Since the pumping test will approximate aquifer performance during construction dewatering, it will reduce some of the design uncertainty and allow us to better estimate the required pumping well spacing and pumping rates. Ideally, the pumping test results will allow for a wider well spacing, which would significantly reduce the estimated cost for construction dewatering.

Aquifer Pumping Test - General Description and Sequencing

Shannon & Wilson proposes to perform the pumping test in the undeveloped land south of Green Valley Ranch Boulevard, as shown in Exhibit 1. This location was selected based on the approximate depth to bedrock (~ 35 feet) and saturated thickness of alluvium (~ 20 feet) as encountered in a nearby boring. These conditions reflect some of the highest drawdown areas of the alignment where the greatest volumes of dewatering discharge are predicted to be generated. In addition, this site is in relatively close proximity to First Creek (<100 feet), which will allow us to evaluate the potential influence of the creek on dewatering operations.

The pumping test will involve construction of a pumping well (PW-1) along with two observation wells (OW-1 and OW-2); see Exhibit 1 for proposed well locations. The pumping well will be operated at a constant rate for a sustained period of time (approximately 36 hours), and aquifer response and groundwater levels will be continuously monitored in the observation wells.



Exhibit 1. Proposed test site and well locations.

The pumping test will be performed over 6 days, as outlined below:

- Day 1: Drill and install observation wells OW-1 and OW-2
- Day 2: Drill and install pumping well PW-1. Develop wells OW-1 and OW-2
- Day 3: Develop well PW-1. Perform step testing in well PW-1
- Days 4 and 5: Perform pumping test
- Day 6: Remove pumps and well instrumentation

Proposed Scope of Work

Task 1 Planning and Permitting

- Shannon & Wilson will develop a detailed work plan for review by HDR and the City of Aurora. We have included limited time for team conference calls, along with one plan revision.
- Prior to drilling, Shannon & Wilson will mark the proposed boring locations in the field and call the Utility Notification Center of Colorado so they can mark utility locations. We will meet with individual utility locators on-site as necessary.
- Shannon & Wilson will obtain right-of-way permits for each boring.
- Prior to drilling, Shannon & Wilson will file a notice of intent to construct monitoring hole (form GWS-51) with the State Engineer's Office (SEO) for installation of a groundwater monitoring well in each boring. We will list the City of Aurora as the owner of each well.
- Following drilling and well completion, Shannon & Wilson will file a well construction and test report (SEO form GWS-31) for each well.
- Shannon & Wilson will prepare and submit one permit application to the Colorado Department of Public Health & Environment (CDPHE) for Discharge to Surface Water from Well Development and Pump Testing Activities (permit COG608000). Shannon & Wilson will be listed as the permittee, which will allow for us to submit required discharge monitoring reports (DMRs) as required.

Task 2 Pumping Test

Each boring will be drilled using a truck-mounted drill rig supplied and operated by a drilling contractor under subcontract to Shannon & Wilson.

- Sampling will be conducted on approximately 5-foot intervals using the Standard Penetration Test (SPT), in general accordance with ASTM D-1586. Occasional larger-diameter drive samples using a modified California-barrel sampler may also be collected, as appropriate.
- A geologist or geotechnical engineer will observe the drilling and prepare descriptive field logs of the explorations based on ASTM D 2487, Standard Test Method for Classification of Soil for Engineering Purposes, and ASTM D 2488, Standard Recommended Practice for Description of Soils (Visual-Manual Procedure).
- Drill cuttings from the borings will be spread onsite.
- Each 2-inch diameter observation well will be constructed with a silica sand pack around and approximately a foot above an estimated 20- to 25-foot screened interval

(0.02 factory slotted PVC), dependent on the depth to bedrock, and the remainder of the borehole will be backfilled with bentonite chips.

- The 6-inch diameter pumping well will be constructed with a silica sand pack around and approximately a foot above an estimated 20- to 25-foot screened interval (0.03 Vee Wire Wrapped PVC), dependent on the depth to bedrock, and the remainder of the borehole will be backfilled with bentonite chips.
- Each well will be completed with a well cover mounted flush to the ground surface.
- Shannon & Wilson will transport the geotechnical samples back to our in-house laboratory for further observation and laboratory testing. Depending on the lithology of the materials encountered, tests may include natural moisture content, grain size distribution, and Atterberg limits.
- Shannon & Wilson will oversee development of the wells that will be performed by the driller. Well development water is planned to be discharged into First Creek, in accordance with the CDPHE permit.
- Shannon & Wilson will oversee step testing of well PW-1 that will be performed by the driller. Step testing involves pumping the well at a range of increasing pumping rates for a sustained period (more than 1 hour) to determine what sustained pumping rate should be utilized for the pumping test. As part of this task, Shannon & Wilson will monitor water levels in the wells using a submersible datalogger as well as using a manual water level indicator.
- Shannon & Wilson will oversee pump testing of well PW-1 that will be performed by the driller. As part of this task, Shannon & Wilson will monitor water levels in the wells using a submersible datalogger as well as using a manual water level indicator. A temporary stream gauge will be installed in nearby First Creek to monitor water levels.
- Shannon & Wilson will monitor water quality of the discharge water generated during well development, step testing, and pump testing. Prior to discharging water to the creek each day, Shannon & Wilson will collect a groundwater sample for analytical testing in accordance with CDPHE permit requirements. According to permit guidance documents, the following tests will be required: oil and grease (if a sheen is observed); pH; total suspended solids; total dissolved solids; total phosphorus; E. coli bacteria; arsenic (total recoverable); iron (total recoverable and dissolved); manganese (dissolved); selenium (potentially dissolved); and uranium (total recoverable). While testing for the various metals is required by CDPHE, remediation does not need to be performed.

Task 3 Analysis and Reporting

Shannon & Wilson will download data generated during the field tests and will correct them as necessary for barometric pressure and other factors. As part of this data analysis, we will plot hydrographs of step-rate and constant rate test water levels and displacement from static.

We will analyze the step-drawdown and constant rate test data using analytical methods, evaluating both the drawdown and recovery phases of the constant rate tests. The analytical interpretation for the constant rate tests will be performed using the software

program AQTESOLV to employ the appropriate solution methods based on the data and aquifer conditions. As part of this analysis, we will develop plots summarizing the constant rate test analysis for well drawdown and recovery from each well. The results of our analysis will be used to evaluate aquifer hydraulic conductivity, storativity, and transmissivity, which will be utilized during final design to develop recommended pumping well spacing and estimated pumping rates.

Our work will be summarized in a draft technical memorandum for review by HDR and the City of Aurora. Upon receipt of any comments, we will finalize the memorandum for inclusion as an appendix to our final dewatering evaluation report.

Fee Estimate

We propose to perform this work on a time and materials basis for an estimated fee of \$80,011, as detailed on the attached estimate. This work would be performed in accordance with the provisions of our Subconsultant Agreement with HDR, dated June 2, 2020.

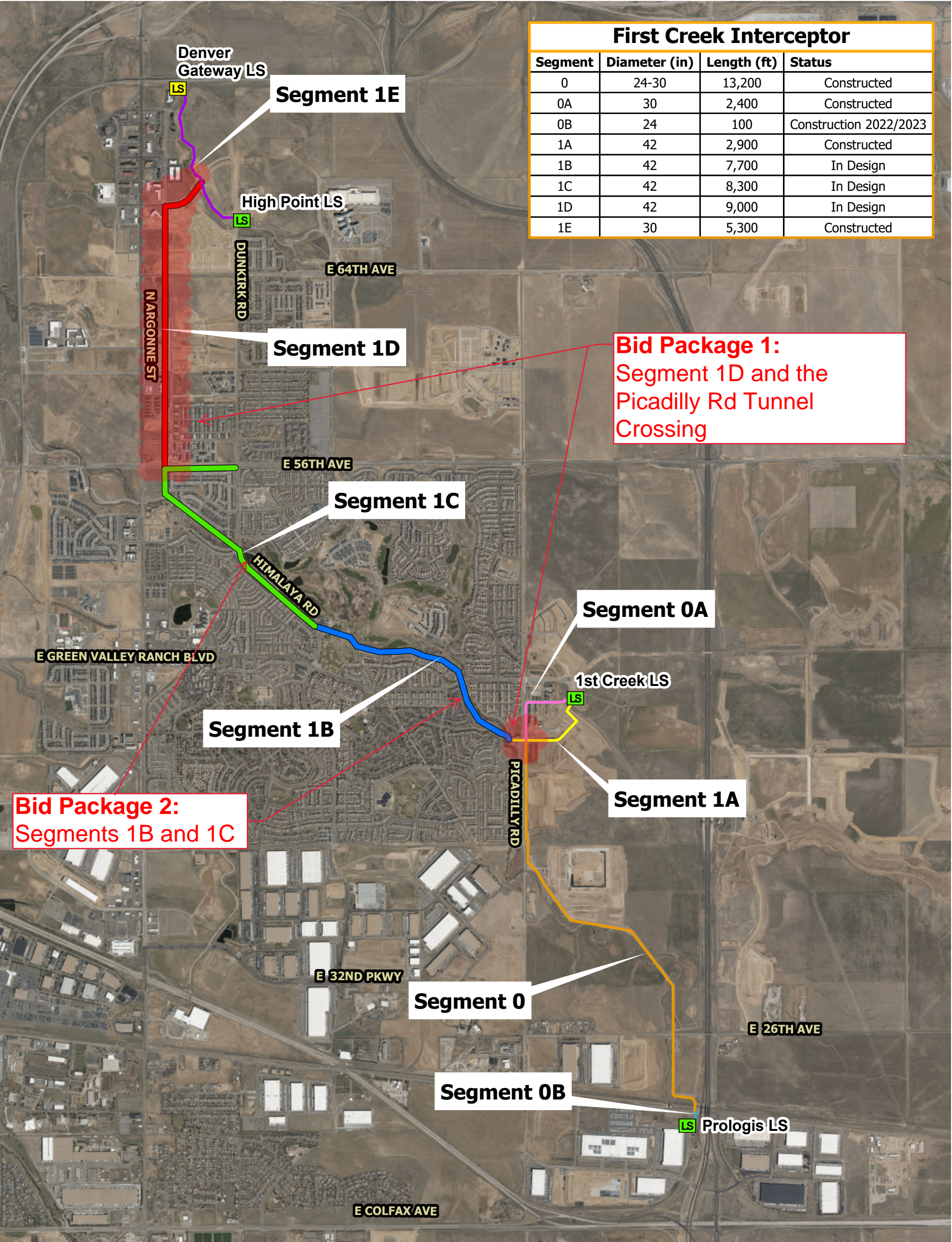
TASKS/SUBTASKS	HOURS										DOLLARS									SUB TOTAL	ODC	TOTAL
	Senior Vice President	Vice President	Vice President	Senior Associate	Senior Professional II	Professional IV	Professional III	Professional III	Administrative II	Total	Senior Vice President	Vice President	Vice President	Senior Associate	Senior Professional II	Professional IV	Professional III	Professional III	Administrative II			
	GRF	GRD	MAG	BJP	MAW	BWV	KWP	AEG	MZC		\$270	\$225	\$225	\$200	\$135	\$110	\$100	\$100	\$75			
1.0 PLANNING AND PERMITTING																						
1.1 Work Plan		1	1	2	8	2	2			16.0		\$225	\$225	\$400	\$1,080	\$220	\$200			\$2,350		\$2,350
1.2 Permitting (ROW and Wells)			1		2	8				11.0			\$225	\$270	\$880					\$1,375		\$1,375
1.3 CDPHE Pumping Test Permit COG608000			2		8					10.0			\$450	\$1,080						\$1,530	\$500	\$2,030
1.3 Team Planning and Coordination Calls		2	2							4.0		\$450	\$450							\$900		\$900
1.4 Subcontractor Coordination					1	2				3.0				\$135	\$220					\$355		\$355
1.5 Stake Borings						3				3.0					\$330					\$330	\$35	\$365
1.6 Clear Utilities						6				6.0					\$660					\$660		\$660
2.0 PUMPING TEST																						
2.1 Borehole Drilling and Well Installation			0.5			18				18.5			\$113		\$1,980					\$2,093	\$11,254	\$13,346
2.2 Laboratory Testing					0.5	2				2.5				\$68	\$220					\$288	\$1,437	\$1,725
2.3 Well Development and Step Testing		1	1			12				14.0		\$225	\$225		\$1,320					\$1,770	\$2,260	\$4,030
2.4 Pumping Test Observation and Monitoring		5	2.0	1		40				48.0		\$1,125	\$450	\$200		\$4,400				\$6,175	\$17,670	\$23,845
2.5 Discharge Sampling and Analytical Testing			1		1.0	10				12.0			\$225	\$135	\$1,100					\$1,460	\$2,025	\$3,485
3.0 ANALYSIS AND REPORTING																						
3.1 Raw Data Analysis		1		4		24	4			33.0		\$225		\$800		\$2,640	\$400			\$4,065		\$4,065
3.2 Hydraulic Conductivity Analysis and Interpretation		8	2	20		20	50			100.0		\$1,800	\$450	\$4,000		\$2,200	\$5,000			\$13,450		\$13,450
3.3 Pumping Test Technical Memorandum	1	4	4		6	20	8	20	2	65.0	\$270	\$900	\$900		\$810	\$2,200	\$800	\$2,000	\$150	\$8,030		\$8,030
TOTAL	1.0	22.0	16.5	27.0	26.5	167.0	64.0	20.0	2.0	346.0	\$270	\$4,950	\$3,713	\$5,400	\$3,578	\$18,370	\$6,400	\$2,000	\$150	\$44,830	\$35,181	\$80,011

LABORATORY TESTING				
Moisture Content	6	tests	\$9	\$ 54
Gradation	6	tests	\$120	\$ 720
Percent Passing No. 200 Sieve	6	tests	\$48	\$ 288
R-Value	-	tests	\$470	\$ -
Atterberg Limits	3	tests	\$125	\$ 375
Corrosion Suite	-	tests	\$195	\$ -
One-dimensional Swell	-	tests	\$115	\$ -
Standard Proctor Compaction	-	tests	\$250	\$ -
Total - Laboratory Testing				\$ 1,437

Other Expenses				
Sample Jars	2	box	\$25	\$ 50
Brass Liners	5	each	\$8	\$ 40
Water Level Indicator	5	day	\$25	\$ 125
CDPHE Permit	1	each	\$500	\$ 500
YSI Multi Parameter Meter with Flow Cell	3	day	\$125	\$ 375
Submersible Water Level Datalogger	2	day	\$60	\$ 120
Vehicle (staking)	1	day	\$35	\$ 35
Vehicle (drilling and well installation)	2	day	\$35	\$ 70
Vehicle (well development and step testing)	1	day	\$35	\$ 35
Vehicle (pumping test)	5	day	\$35	\$ 175
Other Expenses				\$ 1,525

SUBCONTRACTORS			
Drilling Subcontractor			
Well Installation			
Utility Locates	3 each	\$40	\$ 120
Mobilization	4 hrs	\$225	\$ 900
Crew Travel	6 hrs	\$150	\$ 900
Drill and Sample (Observation wells)	70 ft	\$44	\$ 3,080
Drill and Sample (Pumping Well)	35 ft	\$130	\$ 4,559
Well Development (Observation Wells)	4 hrs	\$175	\$ 700
Surface Completion (Observation Wells)	2 each	\$235	\$ 470
Surface Completion (Pumping Well)	1 each	\$290	\$ 290
Support Vehicle	2 days	\$200	\$ 400
2-inch Submersible Pump	1 days	\$200	\$ 200
Well Sounder	2 days	\$25	\$ 50
Step Test and Pumping Test			
Crew Travel	20 hours	\$150	\$ 3,000
Pumping Well Development and Step Test	8 hours	\$175	\$ 1,400
Well Instrumentation Installation and Removal	1 each	\$800	\$ 800
Pumping Test	36 hours	\$175	\$ 6,300
Support Vehicle	5 days	\$200	\$ 1,000
50KW Power Plant	1 each	\$2,400	\$ 2,400
Submersible Pump (0-10 gpm)	1 LS	\$200	\$ 200
Submersible Pump (0-200 gpm)	1 LS	\$850	\$ 850
Flowmeter	1 LS	\$200	\$ 200
Well Sounder	5 days	\$25	\$ 125
Hay Bales (Sound Barrier)	1 each	\$500	\$ 500
Light Plant	1 each	\$800	\$ 800
Heater	1 each	\$950	\$ 950
Analytical Testing Laboratory (Groundwater)	5 each	\$405	\$ 2,025
TOTAL - Subcontractors		\$	32,219

COST ESTIMATE - SUMMARY	
Tasks/Subtasks (subtotal)	\$ 44,830
Laboratory Testing	\$ 1,437
Subcontractors	\$ 32,219
Other Expenses	\$ 1,525
TOTAL	\$ 80,011



First Creek Interceptor			
Segment	Diameter (in)	Length (ft)	Status
0	24-30	13,200	Constructed
0A	30	2,400	Constructed
0B	24	100	Construction 2022/2023
1A	42	2,900	Constructed
1B	42	7,700	In Design
1C	42	8,300	In Design
1D	42	9,000	In Design
1E	30	5,300	Constructed

Bid Package 2:
Segments 1B and 1C

Bid Package 1:
Segment 1D and the
Picadilly Rd Tunnel
Crossing

First Creek Interceptor

Segments 1B, 1C, & 1D

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

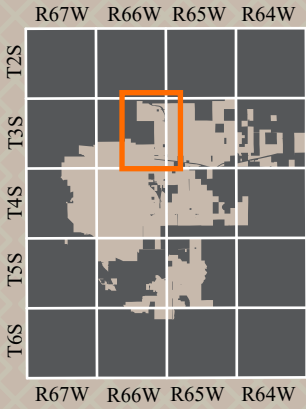


Aurora is Worth Discovering!



February 9, 2021

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



Legend

LS

Aurora Lift Station

LS

Denver Lift Station

FirstCreekInterceptor

Segment 0

Segment 0A

Segment 0B

Segment 1A

Segment 1B

Segment 1C

Segment 1D

Segment 1E





CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to AUTHORIZE the Risk Manager to expend funds to for the City of Aurora's property and liability insurance policies and surety bond due on January 1, 2022, paid through insurance broker IMA, Inc., in an amount not to exceed \$3,700,000.

Item Initiator: Renee Pettinato Mosley, Sr. Risk Manager

Staff Source/Legal Source: Renee Pettinato Mosley, Sr. Risk Manager/Kim Skaggs, Assistant City Attorney

Outside Speaker: N/A

Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 12/20/2021

ITEM DETAILS:

- Estimated Presentation/discussion time, if requested: 5-10 minutes (more if questions)
- Consideration to Authorize the Risk Manager to expend additional funds for City's insurance program.
- A Waiver of Reconsideration is requested because coverage for the new insurance policies have to be bound by 12/30/2021 as coverage renews on 1/1/22. Premiums are due within 30 days of renewal, which is the end of January.
- Staff Source: Renee Pettinato Mosley, Sr. Risk Manager
 - Kim Skaggs, Assistant City Attorney
 - Rachel Allen, Client Services Manager

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

- | | |
|---|--|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input checked="" type="checkbox"/> Approve Item with Waiver of Reconsideration | |
- The policies have to be bound by 12/30/2021 as coverage renews on 1/1/22. Premiums are due within 30 days of renewal, which is the end of January. Any delay in approvals could cause the City to have a gap in insurance coverage.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

- | | |
|---|---|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input type="checkbox"/> 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.)*

N/A

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

The City of Aurora has carried a large self-insured retention since 1976. This essentially means that the City is self-insured for the first \$500,000 of every workers' compensation claim, \$1,000,000 for every general and auto liability claim and \$3,000,000 for every law enforcement liability claim. The City has a \$100,000 deductible for property and auto physical damage. The City relies on commercial insurance to provide protection over and above the City's self-insured retention. As a result, the City's Risk Management Division has an annual requirement for property, vehicle, fiduciary, crime and public entity liability insurance (including police law enforcement liability) and several surety bonds. In addition, the City currently purchases cyber liability insurance. The premiums will be paid through the City's broker, IMA of Colorado. Broker fees are not included in this amount; they will be paid separately.

The Risk Manager requests authority to spend up to the budgeted amount of \$3,700,000 for its insurance policies effective 1/1/2022. In order to secure adequate coverage for the City, the Risk Manager and its broker will continue negotiations on coverages, limits and pricing until we get the best possible outcome for the City given the difficult insurance market.

QUESTIONS FOR COUNCIL

Will City Council authorize the Risk Manager to spend up to the budgeted amount of \$3,700,000 to secure insurance coverage for the City?

LEGAL COMMENTS

MOTION TO APPROVE SHOULD INCLUDE A WAIVER OF RECONSIDERATION.

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

PUBLIC FINANCIAL IMPACT

☒ YES ☐ NO

If yes, explain: Approval will enable the purchase of insurance which will protect the City and taxpayers from large, unanticipated losses stemming from liability claims, property losses and cyber incidents. If coverages are limited or insurance is not beneficial for specific lines of coverage due to decreased policy limits and increased self-insured retentions, the City may choose to self-insure certain risks.

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain: N/A

MEMORANDUM



City of Aurora

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TO: Laura Perry, Deputy City Manager
Ryan Lantz, Human Resources Director
Greg Hays, Budget Officer
Dan Brotzman, City Attorney

FROM: Renee Pettinato Mosley, Senior Risk Manager

DATE: December 16, 2021

SUBJECT: Insurance Renewals – Update

The City has received quotes for all commercial insurance policies to be bound prior to expiration on January 1, 2022. The quotes are as follows:

<u>Line of Coverage:</u>	<u>2021 Premiums</u>	<u>2022 Premiums</u>
Workers' Compensation	\$512,818	\$606,411
Property:	\$900,000	\$978,000
Auto Physical Damage:	\$ 98,086	\$ 93,927
Public Entity Liability – Primary \$5M	\$885,265	\$944,100
Public Entity Liability – Excess \$5M	\$825,000	\$886,139
Equipment Breakdown:	\$ 42,750	\$ 43,008
Commercial Crime:	\$ 27,000	\$ 26,500
Fiduciary:	\$ 10,300	\$ 10,681
Fine Arts:	\$ 3,331	\$ 3,331

The insurance market and the climate for police liability insurance has made the City's risk for police liability undesirable. The City's high profile police cases and the passage of SB-217, according to the carriers' analysis, increased exposure for the City by creating a cause of action in State District Court. A long conversation with the City's litigation team in August, however, helped the primary carrier's underwriters understand how the City approaches litigation and provided them with a level of comfort in terms of the City's ability to effectively defend our cases. The terms of the public entity liability policies remain firm in keeping the Self-Insured Retentions (SIR) at \$3,000,000 for police liability and \$1,000,000. The 2022-2023 policies maintain limits of \$10,000,000 for all claims with the exception police liability, which has a lower limit of \$8,000,000. The City is exploring other risk financing options for the City's police liability exposure as this risk exposure is unlikely to diminish in the next several years.

Insurance Renewals Update
December 16, 2021
Page 2

Please note that the above reference numbers do not include the surplus lines tax and terrorism coverages for these policies, which add to the overall cost. Additionally, the workers' compensation bond has a premium of \$34,052 which is an additional cost.

Please let me know if you have questions or would like to discuss further.



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to AWARD AN OPENLY SOLICITED CONTRACT to NORESKO LLC in the amount of \$102,631 for providing consulting services for the Aurora Water Solar Professional Services, Project No. R-2115.

Item Initiator: Shiva Sapkota, Engineer, Aurora Water

Staff Source/Legal Source: Sarah Young, Deputy Director of Planning and Engineering, Aurora Water / Ian Best, Assistant City Attorney

Outside Speaker: N/A

Council Goal: 2012: 6.4--Provide appropriate stewardship of natural resources to ensure long-term sustainability for the city

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 12/20/2021

ITEM DETAILS:

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated Presentation/discussion time

Consideration to AWARD AN OPENLY SOLICITED CONTRACT to NORESKO LLC in the amount of \$102,631 for providing consulting services for the Aurora Water Solar Professional Services, Project No. R-2115

- No waiver
- Shiva Sapkota, Engineer, Aurora Water
- Sarah Young, Deputy Director of Planning and Engineering, Aurora Water / Ian Best, Assistant City Attorney
- No outside speaker
- No presentation time – On Consent

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

- | | |
|---|---|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration | |
- Reason for waiver is described in the Item Details field.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

- | | |
|---|---|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input type="checkbox"/> 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.)*

None.

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

Aurora Water (AW) is seeking renewable energy opportunities to decrease energy costs, decrease its carbon footprint, and increase energy reliability. In pursuit of this goal, AW solicited a study in 2018 to identify feasible sites and evaluate the economics of solar power opportunities at AW facilities. Through a competitive bidding process, NORESKO LLC was awarded a contract to perform a site feasibility assessment, evaluate economic life cycle/return on investment, identify preferred sites to implement solar power, and assist with solicitation and implementation of the preferred solar option.

Findings of the 2018 study identified the Robertsedale Pump Station as the preferred first site to install solar power generating panels. This system is currently being built on top of a ground level potable water tank and will provide 35% of the energy used by the pump station. This system is anticipated to be operational by January 2022. AW will own the panels and contract operations and maintenance (O&M) to a third-party company. The estimated O&M cost is \$5,000 per year. The current estimated payback period is between 11-15 years. Current solar panels have an estimated useful life of approximately 40 years; therefore, after the payback period, the utility anticipates an annual cost savings of approximately \$60,000 per year. The system has the potential to offset emissions equivalent to planting 282,485 trees or taking 2,319 gas powered cars off the road.

Powhaton and Marina Tank & Pump Stations were identified in the 2018 solar study as the next priority projects after the Robertsedale Pump Station. Solar panels installed on these two tanks will offset 35%-50% of the energy used by each pump station. Similar to the Robertsedale Tank, AW will own the panels and contract operations and maintenance to a third-party company for an estimated O&M cost of \$8,000 per year. The estimated payback period is between 11-15 years. The utility anticipates an annual cost savings of approximately \$100,000 per year after the payback period. The system is expected to offset 612 Metric Tons of Carbon Dioxide annually, which is equivalent of powering 111 average size homes in the United States with renewable energy.

A map showing all three tanks (Robertsedale, Powhaton and Marina) is included in an attachment to this commentary.

The next steps in the project implementation include a structural evaluation of the Powhaton and Marina Tanks to assure the panels can be safely installed, electric subsidy application, procurement of the solar panels, and procurement of a vendor to provide operations and maintenance on the panels.

Scope

Aurora Water is requesting approval to award an Openly Solicited contract to NORESKO LLC to assist AW with planning, preparation, issuance and administration of a competitive Request for Proposals (RFP) to perform structural evaluation of the Powhatan & Marina Tanks and if successful, procure the solar panels and the operations and maintenance contract. In addition, NORESKO LLC will develop solar system specifications, assist with utility incentives, and oversee panel installation and commissioning.

NORESKO LLC has acquired in depth knowledge of AW's system through their involvement with the first phase of this project. Thus, awarding a contract to NORESKO LLC is a cost savings to AW as they can capitalize on the expertise gained through prior work.

Request for Proposal Results

The proposed solar consulting services for the **Aurora Water Solar Professional Services** were solicited under a formal competitive Request for Proposal (RFP): R-2115 using a qualification and price-based selection process where the top-ranked firm is selected for the award of the contract. Only two (2) firms; NORESKO LLC and The Spear Group submitted a response to the RFP.

NORESKO LLC and The Spear Group were evaluated based on the following criteria contained in the RFP:

- Experience of the firm
- Experience of the project lead
- Project approach
- Structural evaluation experience
- Specialized experience on solar commissioning services
- Price proposal

NORESKO LCC's price proposal is \$102,631 vs The Spear Group proposed \$293,250 for the same services. A detailed scope of work, project schedule and price proposal in the total amount of \$102,631 were negotiated by Aurora Water with NORESKO LLC for the Aurora Water Solar Professional Services project. The agreed upon amount is within the approved budget for this project. The specific details regarding the proposed scope of services and cost breakdowns are shown in an attachment to this commentary. Based on the above, the price proposal for providing the proposed consulting services is considered to be fair and reasonable.

Recommendation

Based on the above, staff recommends the City award the openly solicited contract to NORESKO LLC in the amount of \$102,631 for providing Consulting services for the Aurora Water Solar Professional Services, Project NO. R-2115.

QUESTIONS FOR COUNCIL

Does the City Council support to award the openly solicited contract to NORESKO LLC in the amount of \$102,631 for providing consulting services for the Aurora Water Solar Professional Services project?

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 this contract will be from the Capital Improvement Program, Water Fund, in the amount of \$102,631.

ORG: 52344 (Solar Projects)

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain: N/A



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to AWARD AN OPENLY SOLICITED CONTRACT to The Conflict Center, Denver, Colorado in the amount of \$106,436.00 for a Restorative Justice Program, R-2120.

Item Initiator: Bryn Filling, Manager of Purchasing Services

Staff Source/Legal Source: Jason Batchelor, Deputy City Manager/Ian Best, Assistant City Attorney

Outside Speaker: None

Council Goal: 2012: 1.1--Reduce crime rates

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 12/20/2021

ITEM DETAILS:

Staff requests a Waiver of Reconsideration to allow for the contract to begin in 2022.

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

- | | |
|--|--|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input checked="" type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

- | | |
|--|--|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
|--|--|

☐ 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.*)

No previous Council history.

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

The City of Aurora staff is requesting approval to make an award to The Conflict Center to develop a comprehensive plan to implement restorative justice practices as a component of the City of Aurora's response to lower level offenses.

It is anticipated that the plan will be multi-phased and designed to meet the specific needs of the City and its stakeholders. The scope of offenses to be considered for inclusion in the Plan will range from juvenile status offenses to code offenses (barking dogs, nuisances, and noise) up to low level social order offenses (trespassing, graffiti, and some forms of disorderly conduct).

The primary goals the City expects to achieve through implementation of restorative justice practices are:

1. Increase the sense of safety and security within neighborhoods;
2. Improve cohesion of neighborhoods;
3. Reduce the harms associated with criminal justice involvement with low level and juvenile offenses; and
4. Empower victims of low-level criminal offenses and juvenile offenses to participate in addressing the harms suffered by themselves and their community.

The Conflict Center will develop an understanding of the unique nature of the City of Aurora, its residents, business owners, and employees, to effectively match existing or innovative restorative justice practices to the City's needs and wants. The Conflict Center will:

Meet with the various stakeholder departments within the City to determine the scope of resources available to support a restorative justice practice;

Meet with interested members of the public to provide education about the role of restorative justice in addressing social order and juvenile offenses at the community, neighborhood, and school levels;

Meet with community stakeholders, including school officials, business owners and neighborhood representatives to explain the concept of restorative justice and to hear their vision for utilizing restorative justice practices.

Based on the needs of the identified stakeholders prepare a comprehensive plan for a Restorative Justice Program within the City.

Request for Proposals Process

The proposed services were solicited under a formal competitive Request for Proposal (RFP) and only two (2) firms, The Conflict Center and Kaleidoscope Group, submitted responses to the RFP.

The results were as follows:

The Conflict Center	\$106,436.00
Kaleidoscope Group	\$107,700.00

The Conflict Center was selected as the top-ranked firm. Both of the responding firms were evaluated based on the following criteria contained in the RFP:

1. Project understanding, approach and schedule;
2. Experience and availability of project team;

3. Experience on similar projects, including past record of performance; and
4. Price.

Recommendation

Based on the above, staff recommends that the City award the openly solicited contract to The Conflict Center, Denver, Colorado in the amount of \$106,436.00 for a Restorative Justice Program, R-2120.

QUESTIONS FOR COUNCIL

Does Council approve the award to The Conflict Center, Denver, Colorado in the amount of \$106,436.00 for a Restorative Justice Program?

LEGAL COMMENTS

MOTION TO APPROVE SHOULD INCLUDE A WAIVER OF RECONSIDERATION.

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 item was discussed at the 2021 Spring Workshop and funds were earmarked. A spring supplemental will provide the budget.

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain:



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to AWARD A SOLE SOURCE CONTRACT to the 18th Judicial District Juvenile Assessment Center, Centennial, Colorado in the not-to-exceed amount of \$207,596.00.00 for services to delinquent and at-risk juveniles through December 31, 2022.

Item Initiator: Cyndi Winner – Procurement Agent - Finance

Staff Source/Legal Source: Darin Parker, Deputy Chief of Police / Ian Best – Assistant City Attorney

Outside Speaker: N/A

Council Goal: 2012: 1.1--Reduce crime rates

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: N/A

ITEM DETAILS:

- Agenda long title

Consideration to AWARD A SOLE SOURCE CONTRACT to the 18th Judicial District Juvenile Assessment Center, Centennial, Colorado in the not-to-exceed amount of \$207,596.00.00 for services to delinquent and at-risk juveniles through December 31, 2022.

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

- | | |
|---|---|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

- | | |
|--|--|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
|--|--|

☐ 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 previous award to the 18th Judicial District in the amount of \$205,630.00 on December 21, 2020, Agenda Item #9e.

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

The 18th Judicial District Juvenile Assessment Center (JAC) is a 501(c) (3) nonprofit agency that provides mandated services to youth ages 10 to 17.

The mission of JAC is to provide a coordinated multi-agency, single entry site which contributes to the safety of youth, families and the community through early intervention, comprehensive assessment and improved access to appropriate services. JAC is unique in its ability to accept physical custody of youth from law enforcement agencies 24 hours per day, seven days per week, and 365 days per year. Upon intake, JAC staff completes the booking process which includes fingerprinting and mug shots. They are also able to provide temporary holding for youth entering or leaving the Marvin W. Foot Center. The center is within close proximity for transport to and from the facility, and JAC is able to hold detention eligible youth securely for up to six hours. The program may also hold youth who will return to the community for up to 24 hours. This allows the 18th Judicial District more flexibility in managing the hard cap at the juvenile detention center.

JAC anticipates that the 2022 charges for all law enforcement agencies within the 18th Judicial District will total \$573,127.00, which is the same as the 2020 amount. The annual contribution is determined by using a formula that is weighed equally by each agency's total population and the average usage of the JAC. The City's portion this year is \$207,596.00 which shows an increase of 1% or \$1,966.00. The formula to calculate individual agency contributions has been updated to include Vintage 2014 County and Municipal Estimates of Population from the State of CO, and a three-year average of agency intakes from 2017-2019. Therefore, staff considers the proposed cost for 2022 to be fair and reasonable.

Based on the above, it is staff's recommendation to award a sole source contract to the 18th Judicial District Juvenile Assessment Center, Centennial, Colorado in the amount of \$207,596.00 to provide services to delinquent and at-risk juveniles in 2022.

QUESTIONS FOR COUNCIL

Does City Council approve the award of a sole source contract in the amount of \$207,596.00 to the 18th Judicial District JAC for 2022 Assessment Services requested by the Police Dept.?

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)).

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

PUBLIC FINANCIAL IMPACT

☒ YES

☐ NO

If yes, explain: The not-to-exceed amount of \$207,596.00 for this contract is budgeted from the General Fund, Police Dept. 55001-64950

PRIVATE FISCAL IMPACT

☐ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain:

- 8.a. **RECONSIDERATION OF RESOLUTION R2020-24** - to Suspend Certain Council Rules Kadee Rodriguez, City Clerk / Dan Brotzman, City Attorney

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

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

9. **CONSENT CALENDAR**

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

- 9.a. Inmate Food Service

Consideration to AWARD A SOLE SOURCE CONTRACT to Niquito's, Aurora, Colorado in the amount not-to-exceed \$85,000.00 for delivery of prepared food and other food items to the Aurora Detention Center through December 31, 2021.

Presenter: Zelda DeBoyes, Court Administrator/Detention – Court Administration
Attorney: Dave Lathers, Senior Assistant City Attorney

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

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

- 9.b. Annual Fit Testing Services for Scott SCBA Face Mask Annual Fit Testing Services
Consideration to AWARD A SOLE SOURCE CONTRACT to Scott Safety, Monroe, North Carolina in the amount not to exceed \$50,000.00 for fit testing as required for Scott Self Contained Breathing Apparatus (SCBA) through December 31, 2021.

Presenter: Renee Pettinato-Mosley, Risk Manager, HR Dept.
Attorney: Dave Lathers, Senior Assistant City Attorney

Motion by Coombs, second by Berzins, to approve items 9b.

Council Member Coombs asked staff to provide a brief update on the item with regards to Aurora firefighters sharing breathing apparatus previously and the remedy for that.

Mathew Wasserburger, Aurora Fire, did so, noting the firefighters were sharing the breathing apparatus while using their own masks and stated that has been remedied through CARES funding.

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

- 9.c. North Campus Well Field Expansion Groundwater Production Well Drilling Layne Christensen Company

Consideration to AWARD A COMPETITIVELY BID CONTRACT to Layne Christensen Company, Commerce City, Colorado in the amount of \$471,584.00 for the construction of North Campus Well Field Expansion - Groundwater Production Well Drilling, Project No. 5788A.

Presenter: John Clark, Principal Engineer
Attorney: Dave Lathers, Senior Assistant City Attorney

- 9.d. State and Federal Lobbying Contracts

Presenter: Luke Palmisano, Intergovernmental Relations Manager
Attorney: Rachel Allen, Client Group Manager

- 9.e. 18th Judicial District Juvenile Assessment Center Services for Police

Consideration to AWARD A SOLE SOURCE CONTRACT to the 18th Judicial District Juvenile Assessment Center, Centennial, Colorado in the amount of \$205,630.00 to provide services to delinquent and at-risk juveniles through December 31, 2021

Presenter: Darin Parker, Deputy Chief of Police/
Attorney: Dave Lathers, Senior Assistant City Attorney

- 9.f. Annual Subscription for Sierra Integrated Library Software

Consideration to AWARD A SOLE SOURCE CONTRACT to Innovative Interfaces Inc., Emeryville, California in the amount not to exceed \$191,405.49 for the 2021 annual subscription fees on the Sierra Integrated Library and related software systems used by all Aurora libraries.

Presenter: Rae Schneider, Supervisor, Library Division
Attorney: Dave Lathers, Senior Assistant City Attorney

Motion by Marciano, second by Coombs, to approve Items 9c – 9f.

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

- 9.g. Body worn Camera Equipment and Services for Police Dept.

Consideration to EXTEND AN OPENLY SOLICITED CONTRACT to Vievu, Seattle, WA in the amount of \$70,000.00 to provide 2021 Body Worn Camera hardware and software services for the Aurora Police Department through March 31, 2021. (R1717)

Presenter: Chief Vanessa Wilson, Aurora Police Department
Attorney: Dave Lathers, Senior Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to AWARD A SINGLE SOURCE CONTRACT to Municipal Treatment Equipment Inc., Golden, Colorado in the not-to-exceed amount of \$100,000.00 for Evoqua Water Technologies equipment, parts, and certified technical services for the annual upkeep of ch

Item Initiator: Cyndi Winner – Procurement Agent - Finance

Staff Source/Legal Source: Bobby Oligo – Manager of Water Treatment / Ian Best – Assistant City Attorney

Outside Speaker: N/A

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

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: N/A

ITEM DETAILS:

- Agenda long title

Consideration to AWARD A SINGLE SOURCE CONTRACT to Municipal Treatment Equipment Inc., Golden, Colorado in the not-to-exceed amount of \$100,000.00 for Evoqua Water Technologies equipment, parts, and certified technical services for the annual upkeep of chlorine, chlorine dioxide and ammonia systems through November 30, 2022.

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

- | | |
|---|---|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

- | | |
|--|--|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
|--|--|

☐ 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 previous 2020/2021 award in the amount of \$90,200.00 on November 2, 2020, Agenda Item #9b.

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

The Water Department has a requirement for a blanket order to purchase equipment, parts, and certified technical services for required preventative maintenance and emergency corrective maintenance of chlorine, chlorine dioxide, and ammonia systems at the Griswold, Wemlinger, and Binney Water Purification Facilities. Chlorine, chlorine dioxide, and ammonia are treatment chemicals used to disinfect drinking water.

The Environmental Protection Agency and Water's risk management plan require the Water Department to maintain the chlorine and ammonia equipment according to the manufacturer's specifications to be in compliance with the Clean Air Act Rule 112 R. The City's chlorinated systems consist of Wallace and Tiernan equipment, which is supported by Evoqua Water Technologies. Evoqua Water Technologies/Wallace & Tiernan has identified Municipal Treatment Equipment Inc. as the sole authorized and certified manufacturer's representative in Colorado for providing equipment, parts, and technical services for Wallace and Tiernan products. Therefore, the Water Department is requesting that a single source award be made to Municipal Treatment Equipment Inc. in an amount not-to-exceed \$100,000.00 for a one-year period, which is an increase of \$9,800.00 requested over last year's amount to account for 3%-10% price increase that Municipal Treatment typically sees from their suppliers.

Staff confirmed with Municipal Treatment Equipment that pricing for both parts and service is based on Evoqua's current list price for Wallace and Tiernan equipment. This pricing is the same pricing that Municipal Treatment Equipment would offer to any other customer. Therefore, the pricing is considered to be fair and reasonable.

City Council approval is required for procurements greater than \$50,000.00 without competition.

Based on the above, it is staff's recommendation to award a single source contract to Municipal Treatment Equipment Inc., Golden, Colorado in the not-to-exceed amount of \$100,000.00 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 as required from December 1, 2021 through November 30, 2022.

QUESTIONS FOR COUNCIL

Does the City Council approve the contract with Municipal Treatment Equipment in the not-to-exceed amount of \$100,000.00 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 as required from December 1, 2021 through November 30, 2022?

LEGAL COMMENTS

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

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 will be funded in the not-to-exceed amount of \$100,000.00 from the Water Fund operating budget. Funds are appropriated annually, as part of the budget development process, for equipment/infrastructure maintenance and repair.

ORG: Binney WPF (52078), Griswold WPF (52068), and Wemlinger WPF (52023).

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain: N/A

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

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

9. **CONSENT CALENDAR**

Final Ordinances - Final ordinances may be placed on the Consent Calendar and moved with one motion with unanimous support on the first reading.

- ♦ a. **Rectangular Rapid Flashing Beacons**
Consideration to AWARD A COMPETITIVELY BID CONTRACT to Gades Sales Co., Inc Thornton, Colorado in the amount of %50,677.00 for the purchase of twenty (20) Rectangular Rapid Flashing Beacons and Mounting Accessories. (B-4531)
Presenter: Campuzano, Carlie - Traffic Manager
Attorney: Lathers, David, Senior Asst City Attorney
- ♦ b. **Evoqua Water Technologies equipment, parts, and certified technical services**
Consideration to AWARD A SINGLE SOURCE CONTRACT to Municipal Treatment Equipment Inc., Golden, Colorado in the not-to-exceed amount of \$90,200.00 for Evoqua Water Technologies 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 as from December 1, 2020 through November 30, 2021.
Presenter: Bobby Oligo - Manager of Water Treatment
Attorney: David Lathers - Senior Assistant City Attorney
- ♦ c. **Annual Maintenance Desktop PC security infrastructure**
Consideration to AWARD A SINGLE SOURCE CONTRACT to LogRhythm Inc., Boulder, CO in the amount of \$103,842.06 for annual maintenance required on the desktop PC security infrastructure through November 2023.
Presenter: Scott Newman, Chief Information Officer
Attorney: David Lathers, Sr. Assistant City Attorney
- ♦ d. **State of Colorado Police Accident Form Software**
Consideration to AWARD A SOLE SOURCE CONTRACT to Versaterm Systems, Scottsdale, Arizona in the amount of \$89,166.00 to install software on the Police Information Management System for the State of Colorado Accident Form.
Presenter: Ratcliff, Michelle, SR Procurement Agent
Attorney: David Lathers, Sr. 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

10. **RESOLUTIONS**

- ♦ a. **Aurora-Denver Youth Empowerment Compact**
R2020-116 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND THE PITKIN
Presenter: Jason Batchelor, Deputy City Manager
Attorney: Nancy Rodgers, Deputy City Attorney

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

- ♦ *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 AMEND AN OPENLY SOLICITED CONTRACT with Dewberry Engineers, Inc., Denver, Colorado in the amount of \$331,819.00 for the Rampart Slip lining Program, Phase 1, Engineering Services During Construction Project, Project No. R-2073.

Item Initiator: Dean Bedford, Principal Engineer, Aurora Water

Staff Source/Legal Source: Dean Bedford, Principal Engineer, Aurora Water/Brian Rulla, 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: 12/20/2021

ITEM DETAILS:

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated Presentation/discussion time

Consideration to AMEND AN OPENLY SOLICITED CONTRACT with Dewberry Engineers, Inc., Denver, Colorado in the amount of \$331,819.00 for the Rampart Sliplining Program, Phase 1, Engineering Services During Construction Project, Project No. R-2073.

- No Waiver
- Dean Bedford, Principal Engineer, Aurora Water
- Dean Bedford, Principal Engineer, Aurora Water/Brian Rulla, Assistant City Attorney
- No Outside Speaker
- No presentation – on consent

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

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

Reason for waiver is described in the Item Details field.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

- | | |
|---|---|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input type="checkbox"/> 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 an OPENLY SOLICITED CONTRACT to Dewberry Engineers, Inc., Denver, Colorado in the amount of \$318,184.00 for professional engineering services for the 2021 – 2024 Rampart 54" Prestressed Concrete Cylinder Pipeline (PCCP) Sliplining Rehabilitation Program, Project R-2073, was approved by City Council on February 22, 2021, Agenda Item 9g.

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

Background:

The Rampart Delivery System (RDS) pipeline is the critical system for delivering raw mountain water to the City for treatment in the City's Water Purification Facilities (WPF). The RDS is composed of two parallel pipelines, a 54-inch diameter pipeline and a 40-inch diameter pipeline. Together these pipelines deliver approximately 72 million gallons per day (MGD) of raw mountain water to the city's WPFs. One portion of the 54-inch diameter pipeline is composed of Prestressed Concrete Cylinder Pipeline (PCCP).

In 2019, Aurora Water conducted a condition assessment of Aurora Water's four miles of pre-stressed concrete cylinder pipe (PCCP). That assessment included the installation of a real-time monitoring system. Results from the condition assessment and monitoring identified several areas of elevated and active degradation which will require rehabilitation. The most cost effective method of rehabilitation is to install a new steel pipe inside the existing PCCP pipe (sliplining). It has been determined that sliplining this section of existing pipeline is the best method to protect against a pipeline failure and to maintain the operability of the pipeline moving forward.

The sliplining is recommended to be executed in three phases. The phases have been identified to minimize the amount of downtime of the RDS during the rehabilitation. Due to the critical nature of the RDS in delivering raw water to the City's WPFs, extended shutdowns for rehabilitation are not recommended.

Item Scope:

Aurora Water is requesting approval of a Contract Amendment for the openly solicited award for professional engineering services for the Rampart Slip lining Program, Phase 1 Project to Dewberry Engineers Inc. in the amount of \$331,819.00. The proposed amendment includes Engineering Services During Construction (SDCs) which include providing on-site engineering inspections during construction, reviewing submittals from the contractor, answering design questions, providing recommendations for issues that arise during construction, and reviewing as-built drawings provided by the contractor.

Engineering services for Phases 2 and 3 are not included in this contract award. When the engineering services for Phases 2 and 3 are needed, they will be brought forward for consideration by City Council. The award for the contractor construction Work Package is currently being routed under a separate council commentary.

Specific details and cost breakdowns are shown in Attachment #2 to this commentary. The hourly rates proposed by Dewberry are the same as their MESA VII design services agreement and levels of effort were evaluated by staff based on previous experience for these types of tasks. Therefore, the final negotiated fee is considered fair and reasonable.

Based on the above, Staff recommends the award of an AMENDMENT to Dewberry Engineers, Inc., Denver, Colorado in the amount of \$331,819.00 for the Rampart Sliplining Program, Phase 1, Engineering Services During Construction Project, Project No. R-2073.

QUESTIONS FOR COUNCIL

Does City Council approve the amendment to the contract with Dewberry Engineers, Inc., Denver, Colorado in the amount of \$331,819.00 for the Rampart Sliplining Program, Phase 1, Engineering Services During Construction Project, Project No. R-2073?

LEGAL COMMENTS

Any amendment that would cause the total amount of amendments to a contract to exceed \$100,000 requires City Council approval (City Code § 2-676(II)(b)(3)). (Best)

PUBLIC FINANCIAL IMPACT

☒ YES ☐ NO

If yes, explain: Funding for this contract will be from the Capital Improvement Program, Water Fund, in the amount of \$331,819.00.

ORG: 52959 (Raw Water Rehab-WA)

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain: N/A

Sarah Young, Deputy Director, Aurora Water, did so.

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

- 9.e. Consideration to AWARD A SINGLE SOURCE CONTRACT to Landmark Builders, Inc., Evans, Colorado in the amount of \$348,189.00 for the Arkansas Valley Range Project Shop Building at Rocky Ford, Colorado, Project NO. 5599A

John P. Clark, Principal Engineer, Aurora Water / Dave Lathers Senior Assistant City Attorney

- 9.f. Consideration to award a competitively bid contract to Mid-America Pipe Fabricating & Supply, LLC., Scammon, Kansas in the amount of \$74,880.00 for the purchase of three (3) 54-inch Diameter Steel Pipe Repair Kits, Project No. B-4578

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

- 9.g. Consideration to award a competitively bid contract for professional engineering services for the 2021 – 2024 Rampart 54" Prestressed Concrete Cylinder Pipeline (PCCP) Sliplining Rehabilitation Program

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

- 9.h. Consideration to AWARD A SOLE SOURCE CONTRACT to Superior LLC, Lake Mary, Florida in the amount of \$114,590.41 for annual software support on the Water billing system through January 31, 2022

Jo Ann Giddings, Deputy Director Financial Administration, Aurora Water/Dave Lathers, Senior Assistant City Attorney

- 9.i. Consideration to AWARD AN OPENLY SOLICITED CONTRACT to SpryPoint Services Inc., Prince Edward Island, Canada in the amount of \$1,748,000.00 to provide a Utility Billing Software System for the Water Department. (R2048)

Jo Ann Giddings, Deputy Director Financial Administration, Water Dept. / Dave Lathers, Senior Assistant City Attorney

- 9.j. Consideration to EXTEND AN OPENLY SOLICITED CONTRACT to BerryDunn, Phoenix, Arizona in the amount of \$582,444.00 for professional consulting services to support final implementation tasks for the new Water Utility Billing software system through January 2

Jo Ann Giddings, Deputy Director Financial Administration, Water Dept. / Dave Lathers, Senior Assistant City Attorney

Motion by Berzins, second by Coombs, to approve items 9e – 9g.

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

Call-in instructions were provided for the benefit of the public.

Mayor Coffman called for a five-minute break to allow for those wishing to speak on an agenda item to call in.

10. **RESOLUTIONS**

10.a. MODIFY THE RULES OF ORDER AND PROCEDURE (FSIR Change)

R2021-07 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

Luke Palmisano, Intergovernmental Relations Manager / Rachel Allen, City Attorney Client Group Manager

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

Council Member Berzins asked if Council could attend the online meetings. Council Member Lawson answered affirmatively.

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

10.b. MODIFY THE RULES OF ORDER AND PROCEDURE (Administrative Changes)

R2021-08 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/ Rachel Allen, City Attorney Client Group Manager

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

Council Member Berzins referenced p. 4 item #5, related to attendance of guests and supposed a scenario where the Mayor took his wife and asked if he would have to pay for half of the room and transportation expenses for her.

Dan Brotzman, City Attorney, stated they would pay for the additional amount for the additional person.

**AURORA WATER
RAMPART PCCP SLIPLINE– PHASE 1
CONSTRUCTION PHASE SERVICES**

BACKGROUND

The design for Phase 1 of the Rampart Delivery System (RDS) 54-inch diameter Rampart Pipeline steel slipline is nearing completion and a Construction Manager – General Contractor (CM-GC) contractor is under contract. This first phase of the project include fabrication and installation of approximately 2700-foot-long section between Orchard Road and Quebec Street to near Interstate 25. Phase 1 construction is anticipated between mid-November 2021 and February 2022. Phase 2 and Phase 3 will continue these sliplining design and construction efforts to reaches immediately to the north under a future contract.

Aurora Water has requested that Dewberry Engineers provide a scope of work to perform engineering services during construction for Phase 1 of the Rampart slipline project. The tasks included in our scope of work are described in detail below and will include daily full-time inspection services since this project site is outside the City of Aurora and the area served by Arora Water inspectors. Planned services comprise and are limited to those specifically set forth under this proposal. Additional services may be added by written contract amendment.

SCOPE OF WORK

TASK 1.0 – PROJECT MANAGEMENT

Task 1.1 – Project management will include providing technical direction to engineering staff to ensure the project meets budget, schedule, and quality goals. Provide coordination and communication with Aurora Water staff, as well as with Aurora Water’s Inspectors throughout the duration of the construction. Track progress of engineering services and prepare monthly invoices. HDR will provide quality assurance/quality for many of these tasks.

TASK 2.0 – CONSTRUCTION PHASE SERVICES

Task 2.1 – Preconstruction Conference. Attend the project Preconstruction Conference. This scope of work assumes four (4) personnel from Dewberry for a two (2) hour preconstruction conference meeting at the project site. The meeting will also include the Certified weld inspector. Dewberry would recommend the Contractor bring the welding subcontractor to this kickoff meeting to provide direct lines of communication between the CWI and the welders.

Task 2.2 – Shop Drawing/Submittal Review and Office Engineering Services. Provide the following services: Review all shop drawings and submittals for the Phase 1 - Rampart Slipline Project. Based upon our previous steel slipline project work, we assume approximately 20 submittals. Submittals are anticipated to include shop drawings, product data, diagrams, illustrations, catalog data, samples, schedules, pothole report data, the results of inspections, QA/QC procedures, O & M manuals and maintenance summaries, and other data that the Contractor is required to submit. Submittals and shop drawings will be reviewed for general

conformance with project design and for general compliance with the requirements of the construction documents. Submittal/shop drawing review will be coordinated with Aurora Water through the project construction management software system (EADOC Construction Project Management software). Dewberry's level of effort for submittal review assumes a maximum of two (2) submissions by the Contractor for each shop drawing, sample, or submission.

Task 2.3 – Construction Progress Meetings. Dewberry will attend weekly construction progress meetings with representatives of Aurora Water, the Contractor, and other personnel as required to discuss progress of construction and construction issues. Budget for this task is based on attending weekly progress meetings beginning on approximately November 15, 2021 and continuing through January 30 (substantial completion) and February 28, 2022 (final completion/site restoration). Within this time frame, a total of fourteen (14) meetings are assumed. (slipline construction is anticipated between November 2021 and January 31, 2022. The month of February is anticipated for site restoration of liner insertion pits and the welding lead access locations.)

Task 2.4 – Construction Inspection Services. Assume full-time, daily site visits in the field for observations, discussions, and progress documentation for 14 weeks. Full time construction phase services will allow quick response to contractor questions during the short construction effort duration. Observe and determine if the work generally conforms to the design intent of the construction contract and with approved project submittals, and address specific construction issues. Advise Aurora Water of work found not to be in accordance with the construction documents and coordinate on corrective actions. Daily inspection reports and pictures will be provided to monitor progress.

Task 2.5 – Certified Weld Inspector. Dewberry will subcontract with Intermountain Testing to perform liner pipe fit-up inspection, and welding inspection of the steel slipliner, including visual weld inspection and magnetic particle inspection by a certified weld inspector. The weld inspector will provide daily inspection reports. It is anticipated to use two (2) weld inspectors initially to check for pipe fit-up, as the CM/GC is planning to use two crews to slipline pipe. Initially these efforts will take place more than 2000 ft apart with access blocked during liner movement into/out of the pipe. This task can be managed by a single CWI as the liner insertion progresses and the distance between the fit-up sites approaches the insertion pit.

Task 2.6 – Review Requests for Information (RFI's). Dewberry will provide a technical review and response to Contractor requests for information or clarification of the construction documents of field issues. Dewberry will coordinate such review with Aurora Water. Budget for this task is based on assisting with up to 10 RFI's.

Task 2.7 – Substantial and Final Completion. At the request of Aurora Water, Dewberry will assist with substantial and final completion walk-throughs and review and provide input for substantial completion and final completion 'punch-list' items. Budget for this task assumes that the substantial completion and final completion walk-throughs will require one (1) 8-hour day for each.

Task 2.8 - Record Drawing Preparation. Dewberry will transfer as-built data to permanent record drawings using Contractor's red-lines, survey data, and GIS data as well as Aurora Water

information (red-lines, notes, survey data, GIS data, etc.) of construction changes and final configuration of constructed facilities.

Dewberry will rely on the accuracy and completeness of record drawing information developed by others. Dewberry will not be responsible for missing or incomplete information. If Dewberry identifies missing or incomplete information, Dewberry will notify Aurora Water.

TASK 3: SUPPLEMENTAL SERVICES

An amount equal to \$30,000 has been included to provide for additional work. This task may include work not defined in the original project scope, but identified as the project progresses. Budget from Task 3 will not be utilized without written approval from Aurora Water.

SERVICES NOT INCLUDED

The following tasks are not included in our Scope of Work but may be added by mutual agreement by contract amendment:

- Design for Phase 2 and 3
- Construction Phase Services for Phase 2 and 3

PROJECT DELIVERABLES

Task 1 – Project Management

- Monthly Invoices
- Project Status Reports
- Coordination meeting agendas and minutes

Task 2 – Construction Phase Services

- Preconstruction agenda
- Shop drawing/submittal reviews
- Weekly construction progress meetings
- Daily inspection/observation reports
- Certified weld inspector reports
- RFI documentation
- Punchlist
- Record drawings

TIMES FOR RENDERING SERVICES

The schedule for these engineering and design services for the Rampart PCCP Slipline Design Phase 1 project is presented in Exhibit A. Key milestone dates are presented below.

Milestone	Date
Project Kick off	Mid-November 2021
Substantial Completion	January 31, 2022
Final Completion	February 28, 2022

FEES AND CHARGES

Dewberry's Not-to-Exceed Cost for this scope is \$331,819. Estimated Engineering Fees and Charges are based on the proposed 2021 MESA Fee Schedule presented in **Exhibit B**.

Staff and corresponding categories are shown below:

Proposed 2021 MESA Fee Schedule	
Category	Fee per Hour, \$
Engineer 9	\$240.00
Engineer 8	\$218.00
Engineer 7	\$202.00
Engineer 6	\$186.00
Engineer 5	\$169.00
Engineer 4	\$153.00
Engineer 3	\$137.00
Engineer 2	\$121.00
Engineer 1	\$104.00
Electrical, I&C Engineer 7	\$213.00
Electrical, I&C Engineer 6	\$196.00
Electrical, I&C Engineer 5	\$181.00
Electrical, I&C Engineer 4	\$164.00
Electrical, I&C Engineer 3	\$147.00
Electrical, I&C Engineer 2	\$131.00
Electrical, I&C Engineer 1	\$115.00
CAD Designer/GIS Tech 5	\$153.00
CAD Designer/GIS Tech 4	\$142.00
CAD Designer/GIS Tech 3	\$126.00
CAD Designer/GIS Tech 2	\$99.00

Aurora Water
Rampart PCCP Slipline Phase 1- Construction Phase Services
Scope of Work

CAD Designer/GIS Tech 1	\$82.00
Administrative Assistant 4	\$109.00
Administrative Assistant 3	\$104.00
Administrative Assistant 2	\$99.00
Administrative Assistant 1	\$87.00
Construction Professional 4	\$186.00
Construction Professional 3	\$164.00
Construction Professional 2	\$142.00
Construction Professional 1	\$121.00
Construction Inspector 4	\$159.00
Construction Inspector 3	\$142.00
Construction Inspector 2	\$126.00
Construction Inspector 1	\$109.00

DEWBERRY ENGINEERS
Fee Estimate: Rampart PCCP Slipline Services During Construction - Phase 1

Task	Task Description	Subconsultants				Direct Costs	Labor Cost	Total Hours	Dewberry									
		Task Cost	5% Subconsultant Markup	QA/QC HDR	CWI Intermountain Testing				ENG 9	ENG 8	ENG 4	CON PROF4	ENG 3	ENG 1	CAD 5	CAD 3	CAD 2	ADMIN 4
									Billing Rate									
									240	218	153	186	137	104	142	126	99	109
1	Project Management, QA/QC																	
1.1	Project Management, QA/QC (14 weeks)	\$10,040	-		-	-	\$10,040	64		32		8	16					8
	Task 1.0 Subtotal	\$10,040	\$0		\$0	\$0	\$10,040	64	0	32	0	8	16	0	0	0	0	8
2	Construction Phase Services																	
2.1	Preconstruction conference	\$3,589	\$13	\$1,465	\$250	\$25	\$1,836	10	2	2		2	4					
2.2	Shop Drawing/Submittal Review and Office Engineering Services	\$23,653	\$25	\$488	\$500		\$22,640	144	8	24	36		40	20	12			
2.3	Construction Progress Meetings (1x per week)	\$20,723		\$2,247		\$300	\$18,176	104	8	32	32		32					
2.4	Contruction Inspection Services (Full time-14 weeks)	\$132,061		\$4,647		\$1,750	\$125,664	696	8	32	32	560	32	32				
2.5	Certified Weld Inspector	\$76,275	\$3,506		\$70,125		\$2,644	18		2	8		4					4
2.6	Review Requests for Information (10 RFI's)	\$14,906	\$25	\$977	\$500		\$13,404	90	2	12	24		12		24		16	
2.7	Substantial and Final Completion	\$5,048					\$5,048	32		8	8		12					4
2.8	Record Drawing Preparation	\$15,524					\$15,524	116	2	4	8	12	8	16	18	24	24	
	Task 2.0 Subtotal	\$291,779	\$3,569	\$9,824	\$71,375	\$2,075	\$204,936	1,210	30	116	148	574	144	68	54	24	40	8
3	Supplemental Services																	
3.1	Supplemental Services	\$30,000																
	PROJECT GRAND TOTAL	\$331,819	\$3,569	\$9,824	\$71,375	\$2,075	\$214,976	1274	30	148	148	582	160	68	54	24	40	16

NOTES:
1. Direct costs include travel mileage, printing & copying.
2. Rates reflect the 2021 MESA rates.





CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to AWARD AN OPENLY SOLICITED contract to BT Construction, Inc., Henderson, Colorado in the amount of \$2,826,605.25 for Work Package No. 2 of the Rampart Pipeline Sliplining Program – Construction Services Phase 1 Project, Project No. R-5829A

Item Initiator: Dean Bedford, Principal Engineer, Aurora Water

Staff Source/Legal Source: Dean Bedford, Principal Engineer, Aurora Water / Brian Rulla, 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: 12/20/2021

ITEM DETAILS:

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated Presentation/discussion time

Consideration to AWARD AN OPENLY SOLICITED contract to BT Construction, Inc., Henderson, Colorado in the amount of \$2,826,605.25 for Work Package No. 2 of the Rampart Pipeline Sliplining Program – Construction Services Phase 1 Project, Project No. R-5829A.

- No Waiver
- Dean Bedford, Principal Engineer, Aurora Water
- Dean Bedford, Principal Engineer, Aurora Water / Brian Rulla, Assistant City Attorney
- No Outside Speaker
- No presentation – on consent

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

- | | |
|---|---|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

- | | |
|---|---|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input type="checkbox"/> 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 Request for Bid was awarded to BT Construction, Inc. for Pre-Construction Services during Phase 1, which included procurement of the steel pipe required for the project, in the not-to-exceed amount of \$1,851,371.00 which was approved by City Council on June 28, 2021, Agenda Item 10h.

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

Background:

The Rampart Delivery System (RDS) pipeline is the critical system for delivering raw mountain water to the City for treatment in the City's Water Purification Facilities (WPF). The RDS is composed of two parallel pipelines, a 54-inch diameter pipeline and a 40-inch diameter pipeline. Together these pipelines deliver approximately 72 million gallons per day (MGD) of raw mountain water to the City's WPF's. One portion of the 54-inch diameter pipeline is composed of Prestressed Concrete Cylinder Pipeline (PCCP).

In 2019, Aurora Water conducted a condition assessment of Aurora Water's four miles of pre-stressed concrete cylinder pipe (PCCP). That assessment included the installation of a real-time monitoring system. Results from the condition assessment and monitoring identified several areas of elevated and active degradation requiring rehabilitation. The most cost-effective method of rehabilitation is to install a new steel pipe inside the existing PCCP pipe (sliplining). It has been determined that sliplining this section of existing pipeline is the best method to protect against a pipeline failure and to maintain the operability of the pipeline moving forward.

The sliplining is recommended to be executed in three phases. Phase 1 includes two construction Work Packages. The first Work Package was awarded for Pre-Construction Services and pipe procurement. Work Package No. 2 is for Phase 1 Construction Services including the installation of the slipline of approximately 2,800 linear feet from the intersection at East Orchard Road and South Quebec Street northeast. Phases 2 and 3 will be executed in subsequent years. The phases have been identified in order to minimize the amount of downtime of the RDS during the rehabilitation. Due to the critical nature of the RDS in delivering raw water to the City's WPFs, extended shutdowns for rehabilitation are not recommended.

Item Scope:

Aurora Water is requesting approval of Work Package No. 2 for the Construction Manager/General Contractor (CMGC), BT Construction, for the 2021 – 2024 Rampart 54" Prestressed Concrete Cylinder Pipeline (PCCP) Sliplining Rehabilitation Program, Phase 1, for Construction Services in the amount of \$2,826,605.25. The proposed award includes Construction services to install a steel pipeline into the existing PCCP pipeline. This sliplining will assure the integrity of the pipeline and protect against failure of the pipeline.

As part of Preconstruction Services, the CMGC developed an Open Book Guaranteed Maximum Price (GMP) for Construction. This GMP was developed and reviewed by the City and is being brought to City Council for approval. The GMP for Work Package No. 2 is in the amount of \$2,826,605.25. This proposed GMP amount is based on the competitive cost criteria that was accepted during the initial evaluation of the firms which included general

conditions, overhead fee, and established labor and equipment rates. The final GMP for trades included in this work package is based on competitive subcontractor bids. Therefore, the GMP is considered to be fair and reasonable.

Recommendation:

Based on the above, staff recommends that the City award the openly solicited contract to BT Construction, Inc., Henderson, Colorado in the amount of \$2,826,605.25 for Work Package No. 2 of the Rampart Pipeline Sliplining Program – Construction Services Phase 1 Project, Project No. R-5829A. In addition, a 5% contingency in the amount of \$141,330.00 is being requested. Work Packages for CMGC Services for future Phases 2 and 3 will be brought to future City Council meetings for consideration of approval as well.

QUESTIONS FOR COUNCIL

Does City Council approve the award of an OPENLY SOLICITED contract to BT Construction, Inc., Henderson, Colorado in the amount of \$2,826,605.25 for Work Package NO. 2 of the Rampart Pipeline Sliplining Program – Construction Services Phase 1 Project, Project No. R-5829A?

LEGAL COMMENTS

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

PUBLIC FINANCIAL IMPACT

☒ YES ☐ NO

If yes, explain: Funding for this contract will be from the Capital Improvement Program, Water Fund, in the amount of \$2,826,605.25.

ORG: 52959 (Raw Water Rehab WA)

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain: N/A



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to AWARD A COMPETITIVELY BID CONTRACT to TechCon Infrastructure, LLC in the amount of \$1,120,410.00 for the 25th Ave. Pedestrian Blvd. Construction Project; Project No. 21050/5845A.

Item Initiator: Kristin Chewiwi, Senior Procurement Agent – Finance

Staff Source/Legal Source: Carlie Campuzano – PW Traffic Manager / Brian Rulla – 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: 12/20/2021

ITEM DETAILS:

Staff Source / Legal Source: Carlie Campuzano – Public Works Traffic Manager / Brian Rulla – Assistant City Attorney

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

- | | |
|---|---|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Transportation, Airports & Public Works

Policy Committee Date: 9/24/2020

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

- | | |
|---|---|
| <input checked="" type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input checked="" type="checkbox"/> Minutes Attached | <input type="checkbox"/> 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 July 2019, the City applied for Community Mobility Planning and Implementation (CMPI) funding to construct a pedestrian boulevard along 25th Avenue from Fulton St to Iola St, which was a project identified in the Northwest Aurora Mobility Study. The City was awarded federal funding in the amount of \$391,000 to be used for construction. The remaining funding will consist of City funds.

On September 24, 2020, the Intergovernmental Agreement (IGA) between the City of Aurora and the Colorado Department of Transportation for CMPI Grant Funding for the 25th Avenue Pedestrian Improvement Project was presented and moved forward by the TAPS Committee.

On November 16, 2020, the City Council approved the IGA for the 25th Ave Ped Improvements, see attached approved Council minutes.

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

Project Scope

The 25th Avenue Pedestrian Boulevard Construction project involves construction of a 10-foot pedestrian boulevard on the north side of 25th Avenue between Fulton Street and Iola Street. Construction is to be completed on or before August 31, 2022. Exhibit A shows the recommended mobility concept from the Northwest Aurora Mobility Study and highlights the project area.

Bid Results

An Invitation for Bid (IFB) was publicly advertised through the Rocky Mountain E-Purchasing System on July 30, 2021. The results of the bid opening resulted in two bidders which is as follows:

Name of Bidder	Base Bid Cost
TechCon Infrastructure	\$1,120,410.00
KECI Colorado	\$1,157,376.00

Council approval is required when less than three bids are received during the competitive bid process. Based on the above, staff recommends awarding a competitively bid contract to TechCon Infrastructure in the amount of \$1,120,410.00.

City staff, along with concurrence from CDOT, has reviewed and verified TechCon's bid for the project and considers their overall bid to be fair and reasonable. The City will contribute a match of \$729,410.00 in addition to the \$391,000.00 federal funds to construct this project.

QUESTIONS FOR COUNCIL

Does City Council approve the award to TechCon Infrastructure in the amount of \$1,120,410.00 for the 25th Avenue Pedestrian Blvd. Construction; Project No. 21050 / 5845A?

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)

PUBLIC FINANCIAL IMPACT

☒ YES ☐ NO

If yes, explain: Funding for this contract is included in the 25th Ave Ped Imp CMPI (Org: 49673) in the amount of \$1,120,410.00.

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain: N/A

have the \$900,000 that will go a long way in upgrading our system. One of the challenges with grant money is that it can only be used for specific corridors that have regional benefit such as our major arterials such as Smoky Hill, Alameda, or Chambers. We struggle to find funding for the minor side streets such as the northwest Aurora area. We are actively working to get some fiber in the ground, but this is expensive, so we are working with other agencies that already have fiber and we may be able to potentially lease some lines to get the City started. We hope to have movement on some of these roadways within the next year. Systemwide will be a multi-year effort. On Chambers we are exploring adaptive opportunities. We are looking at upgrading the detection as a first step to help with monitoring and to see how well that goes. We will need to look at the cost/benefit. There isn't a current specific timeline in place to implement an adaptive system on Chambers.

Outcome: Information only

Follow-up Action: Information only

5. INTERGOVERNMENTAL AGREEMENT (IGA) WITH COLORADO DEPARTMENT OF TRANSPORTATION(CDOT) FOR THE 25TH

Summary of Issue and Discussion:

Carl Harline, Principal Engineer said that the Northwest Aurora Mobility Study (NWAMS) was finalized in 2018 and evaluated current and potential multimodal connections in and adjacent to the northwest Aurora neighborhood (the area bordered by Westerly Creek Park to the west, Peoria Street to the east, 26th Avenue to the north, and Montview Boulevard to the south). The purpose of the Study was to improve mobility for all people in the neighborhood, including bicyclists, pedestrians, wheelchair users, strollers, skateboarders, drivers, and transit riders. The study was presented in TAPS in November 2018.

The Study included a list of recommended improvements. Some of the proposed projects have already been implemented, and others were identified to be completed in the future as funding opportunities become available. One of these improvements included constructing a pedestrian boulevard on the north side of 25th Avenue between Fulton Street and Iola Street. In 2019 the Denver Regional Council of Governments (DRCOG) released a call for projects for the Community Mobility Planning and Implementation (CMPI) set-aside. The purpose of the CMPI is to support small area planning and small infrastructure projects that contribute to the implementation of key outcomes within Metro Vision and the Metro Vision Regional Transportation Plan. The program goals are to support diverse, livable communities; support the development of connected urban centers and multimodal corridors; support a transportation system that is well-connected and serves all modes of travel; support healthy and active choices; and expand access to opportunity for residents of all ages, incomes and abilities.

In July 2019, the City applied for and has now been approved for CMPI funding to construct a pedestrian boulevard along 25th Avenue from Fulton St to Iola St, which was a project identified in the NW Aurora Mobility Study.

Design is anticipated to start in 2020 and will be funded using local funding. Construction is anticipated to occur in 2021 and will utilize federal and local funding.

A minimum of 17.21% local agency funding match is required for CMPI projects. For this project, the City will contribute a local match of 20%. This project is anticipated to cost a total of \$488,750 for construction with \$391,000 being federal grant funds and the remaining \$97,750 being City matching funds.

It was decided that 25th Avenue would be a great opportunity to put in pedestrian improvements and sidewalk enhancements. The segment that was chosen has Stanley Market Place and the ball fields to the west as well as the Fletcher Community School, churches, Fulton Park, and Moorhead Recreation Center along the corridor. This project will provide a pedestrian connection to all of these uses.

The existing roadway cross section has a 7.5' planting area, 2.5' sidewalk, 8' parking lane, and a 12' drive lane. This is mirrored across the center lane of the roadway. The 2.5' sidewalk is not compliant with current City standards. These sidewalks were constructed before the American's with Disabilities Act (ADA). All work is anticipated to be completed within existing City right-of-way.

The proposed project would narrow the drive lanes which would have a traffic calming effect. The 8' parking area would still be provided, which is important to citizens in the area and is highly utilized.

The pedestrian boulevard will be offset from the curb line creating a buffer for pedestrians. This would create a 10' pedestrian boulevard to serve both directions of pedestrian travel. The south side of the roadway and sidewalk will not be modified as part of this project.

There was a scoping meeting with CDOT on 8/19/2020. The design phase will start during fall of 2020 with construction of this project expected to start in the summer of 2021.

Council Member (CM) Marciano asked if there would be a need for eminent domain. Mr. Harline explained that landscaping that CM Marciano was referring to is on the south side of the roadway and this project would not touch that portion of the roadway. The properties on the north side are a school, church, and other various uses that are not residential. Staff will approach landscaping changes by discussing it with each individual landowner. The current landscaping will be restored to a measure that is satisfactory for all parties. CM Marciano was pleased that there would be outreach to the landowners.

Council Member (CM) Berzins expressed concern where she sees a tree in a 4' area. She doesn't believe that trees do well in that small of an area as well as the fact that we have always had a lot of issues with plants between the street and the sidewalk. Plants die because of the snow melt. She would suggest low maintenance landscaping. Mr. Harline said that this issue has been pointed out to them so they may need to consider making that area 5' to accommodate a tree. CM Berzins said that residence have brought this issue to her attention several times and she has turned this in so she would think that maybe a small rock in this area or if you are going to do something green it would need to be in a planter. This issue will be evaluated during the design phase of the project.

CM Marcano ask what we would do to the south side between Montview and Colfax. Karen Hancock, Senior Planner, stated that several years ago the City received a grant from Kaiser Permanente to study the area and found that redesigning Montview would be very expensive. There are one-hundred-year-old trees and therefore it would take a lot of community engagement as well as the engagement of elected officials to make sure a plan would work. It hasn't been a priority other than putting in bike lanes. In order to put in buffered bike lanes, some parking needed to be removed.

Tom Worker-Braddock, Senior Planner, added that the Montview project that Ms. Hancock referred to was added in the 2019 capital infrastructure planning ask pre COVID. A bit further south of Montview there is a 13th Avenue study that we presented on at the last Study Session. This study will be looking at north/south connections up to Colfax so that gets a bit further south.

As we progress through planning efforts it makes sense to focus attention on the area between Colfax and Montview.

Outcome: The Committee supported this position and forwarding this item to Council Study Session.

Follow-up Action: Schedule for Council Study Session.

6. CONFIRM NEXT MEETING:

The next meeting is scheduled for Thursday, October 22nd, 2020 starting at 12:30pm as a WebEx meeting.

Approved:  11/4/2020
Council Member Marcano Date

REMOVE THE WORK OF ART CALLED THE "ON THE MOVE 1" FROM THE CITY'S ART COLLECTION

Presenter: Bloom, Roberta - Program Supervisor

Attorney: Joyce, Tim, Assistant City Attorney II Civil

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

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

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

MARIJUANA SALES TAX FUND GRANT

Presenter: Jessica Prosser, Manager of Community Development

Attorney: Tim Joyce, Assistant City Attorney

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

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

Voting Nay: Berzins

- c. Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2021 operating plan and budget for Parkside at City Centre business improvement district. (item is dual listed.)

Presenter: Orozco, Jennifer - Project Manager - Planning & Development Service

Attorney: Hans Hernandez Perez, Assistant City Attorney

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

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

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

Consideration to APPROVE A RESOLUTION by the City Council of the City of Aurora, Colorado for the Intergovernmental Agreement (IGA) between City of Aurora and State of Colorado Department of Transportation (CDOT) for Community Mobility Planning and Implementation (CMPI) grant funding for the 25th Avenue Pedestrian Improvement Project

Presenter: Campuzano, Carlie - Traffic Manager

Attorney: Gardner, Michelle, Senior Assistant City Attorney

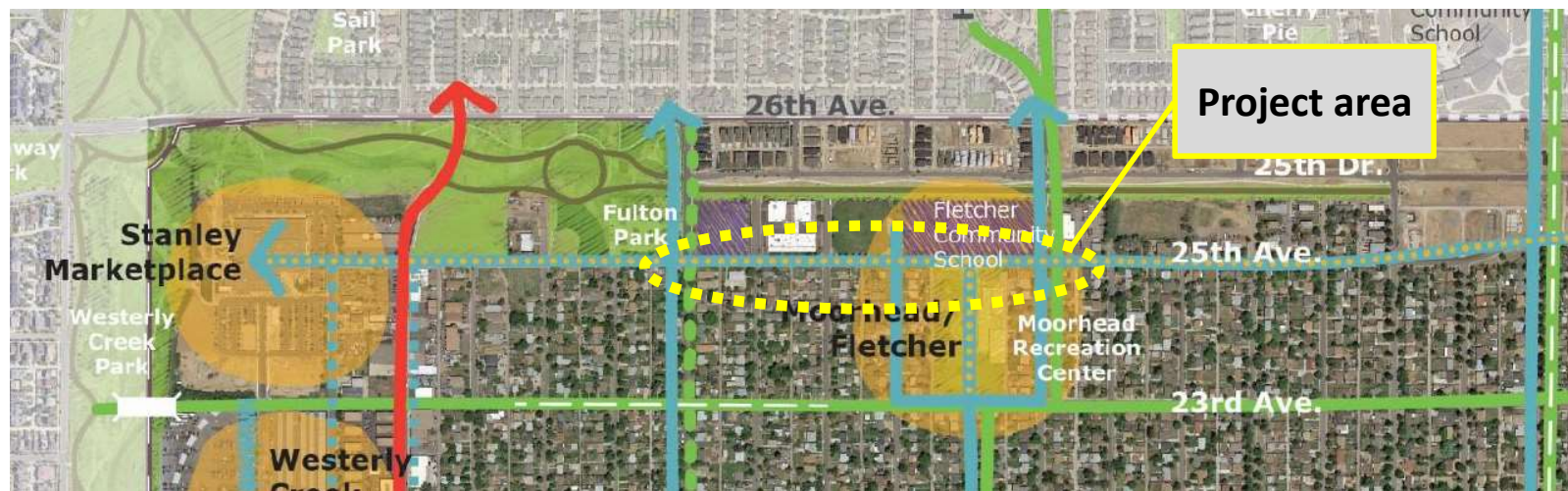
Motion by Coombs, second by Bergan, to approve item 10d.

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









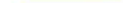


e. **IGA for Maintenance of Certain CDOT Roadways**

- ♦ *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.*

Recommended Mobility Concept from NWAMS



LEGEND

-  = Sidewalk and Pedestrian Enhancements
  = Shared Use Path
  = Motor Vehicle and Parking Priority
-  = Main Street Pedestrian Zone
  = Bike Lanes
-  = Pedestrian Boulevard
  = Shared Lanes
-  = Missing/Substandard Sidewalks to be Improved with Redevelopment
  = Bike Boulevard
  = Activity Nodes
-  = Schools





CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to APPROVE A REIMBURSEMENT AGREEMENT between DRI/Maple Clinton Street, LLC, Delaware limited partnership and the City of Aurora, acting by and through its Utility Enterprise for storm sewer improvements construction cost for Clinton Street #

Item Initiator: Sarah Young, Deputy Director of Planning and Engineering, Aurora Water

Staff Source/Legal Source: Sarah Young, Deputy Director of Planning and Engineering, Aurora Water / Ian Best, Assistant City Attorney

Outside Speaker: N/A

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

COUNCIL MEETING DATES:

Study Session: 12/13/2021

Regular Meeting: 12/20/2021

ITEM DETAILS:

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated Presentation/discussion time

Consideration to APPROVE A REIMBURSEMENT AGREEMENT between DRI/Maple Clinton Street, LLC, Delaware limited partnership and the City of Aurora, acting by and through its Utility Enterprise for storm sewer improvements construction cost for Clinton Street #01 in the not to exceed amount of \$490,630.30.

- No Waiver
- Sponsor: Sarah Young, Deputy Director of Planning and Engineering, Aurora Water
- Staff Source: Sarah Young, Deputy Director of Planning and Engineering, Aurora Water / Christine
- 5min/10min.

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

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

Reason for waiver is described in the Item Details field.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

- | | |
|---|---|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input type="checkbox"/> 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.)*

None.

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

Reimbursement agreements are required when a developer builds regional infrastructure (large infrastructure serving more than one development) ahead of when it is scheduled in Aurora Water's Capital Improvement Plan(s) (CIP). Regional infrastructure locations and sizing are identified in Water, Wastewater and Stormwater Master Plans. If unbuilt regional infrastructure will connect to, or cross, a new development, that developer is required to construct that regional infrastructure as identified in the respective Master Plan.

When a developer builds regional infrastructure, they are eligible for a partial cost reimbursement based on the cost of the regional infrastructure minus the cost of infrastructure required to serve their individual development.

A reimbursement agreement is proposed with MAPLE MULTI-FAMILY LAND TX, LP, the developer of the Clinton Street #01 Subdivision. Clinton Street #01 is located in Ward I at the northwest intersection of 22nd Avenue and Clinton Street. This agreement is for a stormsewer regional outfall upsize (from 36 inches to 66 inches) as shown in the attached vicinity map.

MAPLE MULTI-FAMILY LAND TX, LP is eligible for partial reimbursement of these improvements based on the cost difference between the pipe sizes stated above. The not to exceed reimbursement amount is \$490,630.30 for the storm sewer improvements.

The terms stated in the agreement are as follows:

- Developer is responsible for 100% of the improvement costs upfront and will be reimbursed the eligible amount for the improvements.
- Developer must utilize an Aurora Water approved design firm and construction contractor.
- Developer and City must agree on eligible reimbursement amount.
- Developer must submit all applicable invoicing and payment documentation such as detailed pay requests supported by the design firm and contractor invoices for all eligible cost reimbursements.
- Reimbursement costs will be paid from the Capital Improvement Program, Stormwater Fund.
- Infrastructure shall meet all City requirements and standards.
- Reimbursements will be paid in accordance with Section 5 of the agreement which states that the developer is required to submit Draw Requests to the City for review and approval of constructed

Regional Improvements accompanied by supporting documentation. The Draw Requests must be approved by Aurora Water prior to payment and shall not exceed the Eligible Reimbursement Amount, unless otherwise approved by City Council.

- All Regional Infrastructure shall have a one-year warranty.

- Developer acknowledges that it is still responsible for payment of all fees in accordance with the City's fee schedule.

QUESTIONS FOR COUNCIL

Does Council support moving this REIMBURSEMENT AGREEMENT between DRI/Maple Clinton Street, LLC, Delaware limited partnership and the City of Aurora, acting by and through its Utility Enterprise for storm sewer improvements construction cost for Clinton Street #01 in the not to exceed amount of \$490,630.30 forward to Regular Council Meeting?

LEGAL COMMENTS

City Code Section 2-62(c) grants the City manager the power to approve and execute contracts and agreements on behalf of the City. Section 138-28(9) allows the Utility Enterprise to make all contracts and execute all instruments necessary or convenient in the exercise of the powers granted to the Utility Enterprise. Section 138-366 permits the City to provide reimbursement for regional improvements. (Best).

PUBLIC FINANCIAL IMPACT

☒ YES ☐ NO

If yes, explain: Funding for this Reimbursement Agreement will be from the Capital Improvement Program, Wastewater Fund in the amount of \$490,630.30. (Clinton Street #01).

ORG: 52345 (Reimbursement-Storm)

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain: N/A

Aurora Water Regional Utility Cost Reimbursement Agreement

This Aurora Water Regional Utility Cost Reimbursement Agreement (“Agreement”), is entered into this _____ day of _____, 2021, (“Effective Date”), by and between DRI/MAPLE CLINTON STREET, L.L.C., a Delaware limited partnership (“Developer”), and the CITY OF AURORA, COLORADO, a Colorado municipal corporation of the counties of Adams, Arapahoe, and Douglas, acting by and through its Utility Enterprise (“City”), whose address is 15151 East Alameda Parkway, Suite 3600, Aurora, Colorado, 80012. The City and Developer shall be referred to herein individually as “Party”, and collectively as “Parties”.

Recitals

WHEREAS, Developer is developing certain real property (“Property”) located within the City of Aurora Colorado consisting of approximately 7.38 acres with a mixed-use project (the “Project”), with a projected construction commencement date in the fourth quarter of 2021; and

WHEREAS, in connection with development of the Project, Developer is required to install certain 66” storm drainage facilities that serve both the Property and adjacent properties (“Regional Improvements”) sized to serve regional needs, as defined in the City’s Master Plan; and

WHEREAS, the Regional Improvements are as depicted on the map attached hereto as Exhibit A; and

WHEREAS, the Parties acknowledge and agree that the capacity of the required Regional Improvements exceeds the capacity of the storm drainage facilities required to serve the Project (the “Project Improvements”) and that Developer’s costs for installation of the Regional Improvements in design and construction will be greater than Developer’s costs would be for installation of Project Improvements; and

WHEREAS, Developer is willing to construct the Regional Improvements (as more specifically defined in this Agreement) prior to the time the City is prepared to do so; and

WHEREAS, the City is willing to reimburse Developer for certain approved costs for the design and construction of the Regional Improvements.

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

Agreement

1. Eligible Reimbursement Amount.

Aurora Water will reimburse Developer for (i) the difference in the design costs for the Project Improvements and Regional Improvements, and (ii) the difference in construction costs between the Project Improvements and the Regional Improvements, including, but not limited to, costs of labor, materials and supplies, construction management, construction staking, demolition, soil amendments or compaction, any processing, plan check or permit fees for the Regional Improvements, and costs of insurance, (collectively, the “Eligible Reimbursement Amount”). Except as otherwise increased by City Council or pursuant to Section 3(e) below, the Eligible Reimbursement Amount estimate, as calculated by Developer and reviewed and approved by the City, is \$490,630.30, to be paid pursuant to the terms and conditions set forth in Section 5 hereunder.

2. Regional Improvements Engineering and Design. The Parties hereby acknowledge and agree that Kimley-Horn, Developer's project engineer (the "Project Engineer") has been approved by the City as the Project Engineer for the Regional Improvements design, and that Project Engineer has submitted final design, construction plans and specifications for the Regional Improvements for City review and approval, utilizing, at the City's discretion, the City's Electronic Document Management System, currently EADOC. The Parties hereby acknowledge and agree Developer shall be responsible for engineering drawings, specifications, a Stormwater Management Plan, Geotechnical Report and any other documents or permits required to successfully construct the Regional Improvements ("Contract Documents"). The Regional Improvements shall be designed and built in accordance with the Contract Documents, all applicable City standards and subject to all applicable ordinances, rules, and regulations of the City.

3. Regional Improvements Construction.

(a) Approved Contractor. The Parties acknowledge and agree that R. Nichols Civil Contractor ("Contractor"), Developer's general contractor for construction of the Project Improvements, has been approved by the City to construct the Regional Improvements and that Contractor will coordinate construction of the Regional Improvements with the construction of the Project Improvements, all in accordance with the Contract Documents. Developer shall disclose all subcontractors it intends to use for all principal trade work related to the Regional Improvements.

(b) Supervision. Developer and Project Engineer will supervise all construction of the Regional Improvements through and including completion of construction, dedication to and final acceptance by the City ("Project Completion"). Project Engineer's project management costs for supervision of the difference between the Project Improvements and the Regional Improvements construction shall be a reimbursable expense; Developer's project management costs shall not be eligible for reimbursement.

(c) Pre-Construction Meeting. Developer will schedule and participate in a pre-construction meeting with the City and representatives from all utilities and local governing entities to be impacted by the Regional Improvements.

(d) Payment Administration. Developer and Project Engineer will review contractor pay requests and submit pay requests to the City for payment of the costs of the Regional Improvements as further described in Section 5.

(e) Change Order Management. Project Engineer, Developer and the City can request change orders. Project Engineer will prepare, review, and make a recommendation on change orders. Only those change orders approved by the City's Project Engineer prior to the work being performed will be included in the Eligible Reimbursement Amount. No work performed on any change order prior to City approval will be eligible for reimbursement unless and until such change order is approved. At such time as the change order is approved, the Parties will update the Eligible Reimbursement Amount to include the amount of the approved change order. If Change Orders exceed ten percent (10%) of the Eligible Reimbursement Amount, City Council authorization is required.

(f) Inspection. Developer will provide notice to the City at least five (5) days prior to installation of Regional Improvements to allow the City to inspect the installation and provide the City at least twenty-four (24) hours for inspection after installation of the Regional Improvements. Developer will correct any deficiencies required by the City in a manner satisfactory to the City, in its sole discretion, and within a reasonable time as determined by the City in consultation with Developer prior to backfill. Paving, if applicable, will only be allowed once the improvements have been initially accepted by the City.

4. Acceptance and Dedication of Regional Improvements.

(a) Utility Permit Extension Agreement. Developer shall apply for and enter into a Utility Permit Extension Agreement after the plans are approved by the City and prior to the start of construction of the Regional Improvements.

(b) Initial Acceptance of Regional Improvements. After fill, compaction and paving, all pipes are subject to testing in accordance with current, applicable code sections. “**Substantial Completion**” of the Regional Improvements is reached once these tests are passed, as determined by the City in its sole discretion. At that time, if no punch list items are noted (i.e. swapping manhole lids, missing 3M markers, etc.) the City will issue “**Initial Acceptance**” of the Regional Improvements.

(c) Final Completion and Project Acceptance. Once Developer receives Initial Acceptance of the Regional Improvements, and connection to the Regional Utility Project is fully complete, the Regional Improvements are operating as functionally intended, all as determined by the City in its sole discretion, and the warranty period has passed, the Regional Improvements will have reached “**Final Completion**” and receive “**Final Acceptance**” by the City.

(d) Dedication to and Acceptance of Improvements by City. Upon acceptance of the Regional Improvements by the City (“Initial Acceptance”) the Regional Improvements shall become the property of the City. The responsibility for the operation of the Regional Improvements shall be that of the City. Upon expiration of the warranty period specified in the Utilities Extension Agreement and this agreement whereby this agreement will supersede, the City shall be liable for all repair and maintenance of the Improvements.

(e) Warranty. Upon Substantial Completion, the Developer will provide a one (1) year warranty that the Regional Improvements are constructed in substantial accordance with Contract Documents. Developer’s warranty responsibilities for the Regional Improvements shall be as specified in the extension agreement.

5. Reimbursement Process. Upon construction commencement of the Regional Improvements, Developer shall submit monthly draw requests (“Draw Requests”) to the City in a City-approved format to allow timely payment of all amounts due and payable to Contractor for construction of the Regional Improvements. Draw Requests against the Eligible Reimbursement Amount shall be accompanied by copies of (a) signed pay applications from Contractor for actual costs incurred; (b) Project Engineer’s certificate that the work that is subject to the Draw Request has been completed in a good and workmanlike condition and in accordance with the Contract Documents; (c) partial and final lien waivers; and (d) approved and signed change orders with detailed descriptions of the work performed and line item costs. All reimbursable costs shall be in a line item format per eligible expense (i.e. 24” pipe, 5’ manholes, etc. in lieu of “utility work”). The total Draw Requests shall not exceed the Eligible Reimbursement Amount, unless otherwise approved by City Council. All payments pursuant to Draw requests must be certified by the General Manager of Aurora Water or its designee before payment shall be authorized. Developer acknowledges that it is still responsible for payment of all connection fees in accordance with the City’s fee schedule and these fees are not subject to this agreement.

6. Claims. This Section 6 shall survive the expiration of this Agreement.

(a) Defined. A “**Claim**” is any demand, contention, or assertion by Developer seeking additional reimbursement other than change orders approved pursuant to Subparagraph 3(e), above. Claims by Developer must be made in writing as specified herein. Claims from the Developer must contain and are subject to all the following:

(1) A narrative statement referencing and attaching the supporting documentation and specifically describing the legal, factual and contractual basis of the Claim. All Claims shall be identified as made necessary due to specific legal, factual, or contractual circumstances necessary to the orderly completion of the Regional Improvements.

(2) If the Claim is for additional compensation, the Claim must include a detailed calculation of the precise amount claimed with all supporting documentation. All Claims must reference the specific contract provisions relied upon to support the Claim. All Claims must reference that the claim is being submitted under this Agreement. Any writing or other form of notice, however designated, which fails to reference this Agreement shall not be deemed to constitute a valid Claim hereunder.

(3) The City shall not pay any costs for delay.

(4) The City shall not pay any costs for acceleration.

Items (a)(1) through (4) above shall hereinafter be referred to as the “**Final Accounting**”.

(b) Notice of Claim. A “**Claim Notice**” must be made in writing within ten (10) business days after Developer becomes aware of the occurrence of the legal, factual, or contractual basis of the Claim. Within ten (10) business days of the submission of a Claim Notice, a complete Claim, including Final Accounting, shall be submitted in writing to the City or the right to submit a Claim is waived. The Developer shall submit all information reasonably available that is otherwise required in the Final Accounting at the time of the claim. Failure to timely provide the Final Accounting shall constitute a waiver of the Claim.

(c) Complete Claim Required. All requests for additional reimbursement by the Developer shall be considered a separate Claim and shall follow the Claim procedures specified above. All information required in the Final Accounting must be submitted within the time limits established herein, and no supplementation of the information shall be permitted, unless otherwise agreed to by the City. Any attempted reservation of the right to submit or supplement an earlier-made claim shall be void.

(d) Claim Review. After review of a Claim submitted by the Developer, the City shall decide whether the Developer is entitled to a change order for such Claim. The City shall not unreasonably deny a Claim. In the event the City approves a Claim, it shall initiate a written change order addressing the legal, factual, or contractual circumstances giving rise to the Claim. If in the opinion of the City, the Developer is not entitled to a change order for a Claim, the Developer shall receive notice of the decision in writing from the City within five (5) business days of receipt of the Claim by the City.

(e) Appeal. In the event the City denies a Claim, the Developer shall be entitled to appeal said decision within five (5) business days of receipt of the denial from the City. If the Developer desires to challenge the City’s denial, the Parties shall within ten (10) business days engage an independent engineer to review the Claim and make a final determination to approve or deny. If the independent engineer determines that the Claim should be approved, the City shall issue a change order. The Developer shall not re-submit a Claim following final denial. The costs of such independent engineer shall be equally allocated between the Parties. This will be the final determination with regard to the Claim.

7. Term

The term of this Agreement shall expire upon the occurrence of both (i) Final Acceptance by the City of the Regional Improvements, and (ii) final payment by the City to Developer of all reimbursable costs up to the full amount of the Eligible Reimbursement Amount.

8. Obligation of Aurora Water.

Any and all obligations of Aurora Water under this Agreement will be the sole obligation of Aurora Water and, as such, will not 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 any constitutional, statutory or other Charter limitation. In the event of a default by the City on any of its obligations under the terms of this Agreement, the non-Defaulting party will have no recourse against any of the funds of the City except for the Utility Enterprise Wastewater Fund; provided, however, that the non-defaulting party's recourse against said fund will be on a basis subordinate and junior to that of the holders of any bonds, notes, or other obligations issued by the City or Aurora Water payable from the remains of the fund, after the payment of said bonds, notes, or other obligations.

9. Non-Appropriation.

The Parties acknowledge and understand that any financial obligations of the respective Parties payable after the current fiscal year are contingent upon funds for that purpose being budgeted and appropriated by their respective governing bodies. Accordingly, should either governing body exercise its right not to appropriate funds for any future fiscal year sufficient for the continued performance the obligations under this Agreement, this Agreement shall terminate at the close of the fiscal year for which funds were last appropriated without penalty or recourse.

10. Relationship of Parties.

Nothing contained herein will be construed or interpreted as (a) creating a joint venture, partnership, or other similar relationship between Developer or the Parties; (b) obligating any party to perform any of the terms, covenants or provisions of any Annexation Agreement between the Parties; (c) entitling any person or entity not a party to this Agreement to any of the benefits of this Agreement; (d) appointing a party to this Agreement as agent of the others or authorizing a party to this Agreement to make contracts in the name of the others; or (e) creating, establishing or imposing a fiduciary duty owned by one party to the other hereunder or in any way creating a fiduciary relationship between the parties.

11. Notices.

Any notice or Claim provided for or required to be given hereunder will be in writing and will be deemed given (a) the date personally delivered or transmitted by email transmission to the recipient of such notice at the email addresses hereinafter identified; or (b) three (3) days after the date deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the recipient of such notice at such place as a Party may designate in writing for such purpose or, in the absence of such designation. Notices shall be provided as follows:

If to the City:	Engineering Services Manager City of Aurora 15151 East Alameda Parkway, Suite 3600 Aurora, CO 80012 Email: waterengineering@auroragov.org
-----------------	---

If to Developer:	DRI/Maple Clinton Street, L.L.C. 2420 17 th Street, Suite 250 Denver, Colorado 80202 Attn: Jordan Orr Email: jorr@tcr.com
------------------	--

With a copy to:	Husch Blackwell LLP 1801 Wewatta Street, Suite 1000 Denver, CO 80202
-----------------	--

Attn: Andrea Austin, Esq.
Email: andrea.austin@huschblackwell.com

12. Further Acts.

Each of the Parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

13. Amendment; Headings for Convenience Only; Not to be Construed Against Drafter; No Implied Waiver.

No amendment, change or addition is to be made to this Agreement except by written amendment executed by the Parties. The headings, captions and titles contained in this Agreement are intended for convenience of reference only and are of no meaning in the interpretation or effect of this Agreement. This Agreement shall not be construed more strictly against one (1) Party than another merely by virtue of the fact that it may have been initially drafted by one (1) of the Parties or its counsel, since all Parties have contributed substantially and materially to the preparation hereof. No failure by a Party to insist upon the strict performance of any term, covenant or provision contained in this Agreement, no failure by a Party to exercise any right or remedy under this Agreement, and no acceptance of full or partial payment owed to a Party during the continuance of any default by the other Party(ies), shall constitute a waiver of any such term, covenant or provision, or a waiver of any such right or remedy, or a waiver of any such default unless such waiver is made in writing by the Party to be bound thereby. Any waiver of a breach of a term or a condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a default under this Agreement, from having all the force and effect of a default.

14. Severability.

If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement and shall not affect the enforceability of the remaining provisions of this Agreement.

15. Computation of Time Periods.

All time periods referred to in this Agreement shall include all Saturdays, Sundays, and holidays, unless the period of time specifies business days. If the date to perform any act or give a notice with respect to this Agreement shall fall on a Saturday, Sunday or national holiday, the act or notice may be timely performed on the next succeeding day which is not a Saturday, Sunday, or a national holiday.

16. No Waiver of Governmental Immunity.

Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement shall be deemed a waiver of any protections afforded to the Parties pursuant to Colorado law, including, but not limited to, the Colorado Governmental Immunity Act.

17. Successors and Assigns.

The Developer may not assign this Agreement without the consent of the City, which shall not be unreasonably withheld or conditioned. This Agreement is intended by the Parties hereto to be of use and benefit of the Parties and no person or entity not a party to this Agreement will be authorized or entitled to rely on the benefits of this Agreement or seek to enforce any of the terms, provisions or covenants contained herein as a third-party beneficiary hereof.

18. Governing Law.

This Agreement is entered into in Colorado and shall be construed and interpreted under the law of the State of Colorado without giving effect to principles of conflicts of law which would result in the application of any law other than the law of the State of Colorado. Any legal dispute arising hereunder shall be tried and heard in the District Court, Adams County, State of Colorado. In the event that legal action is instituted to

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

Jim Twombly, City Manager

Date

Marshall P. Brown, General Manager

Date

Attest:

Kadee Rodriguez, City Clerk

Date

Approved as to form for Aurora:

Ian J Best

Ian Best
Assistant City Attorney
City Attorney Office

11/30//21

Date

21031854

ACS #

State of Colorado)
) ss
County of Arapahoe)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Jim Twombly, City Manager, acting on behalf of the Utility Enterprise of the City of Aurora, Colorado.

Witness my hand and official seal. _____
Notary Public

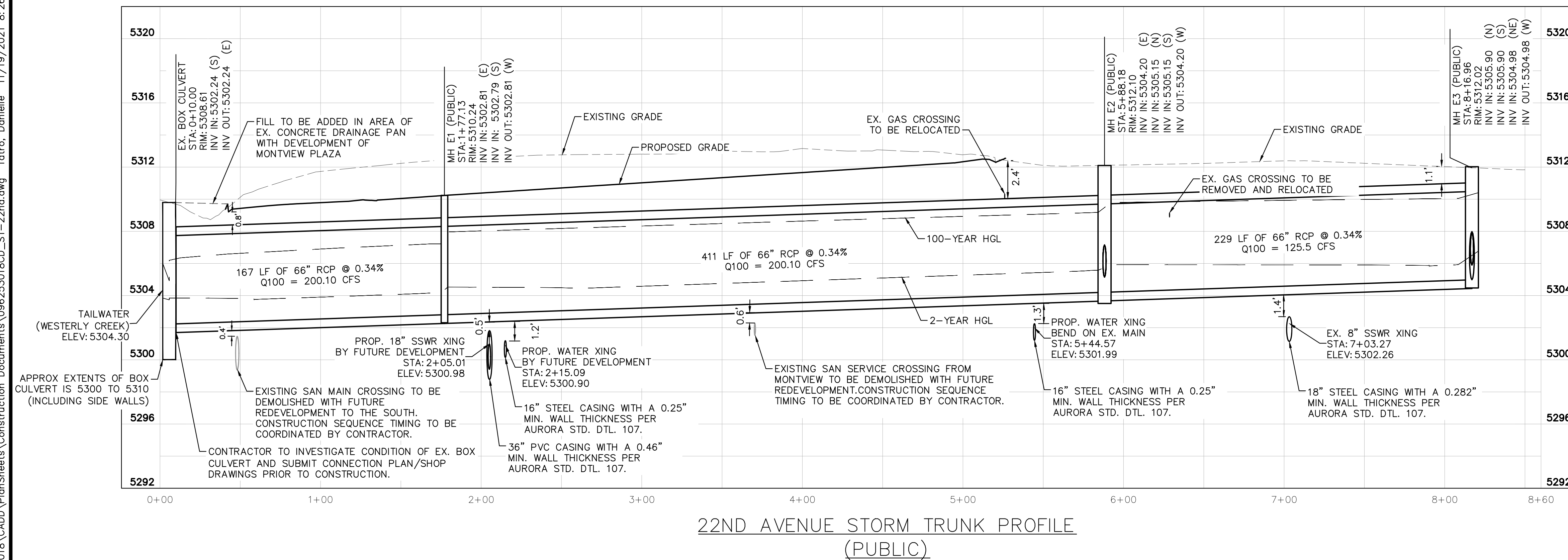
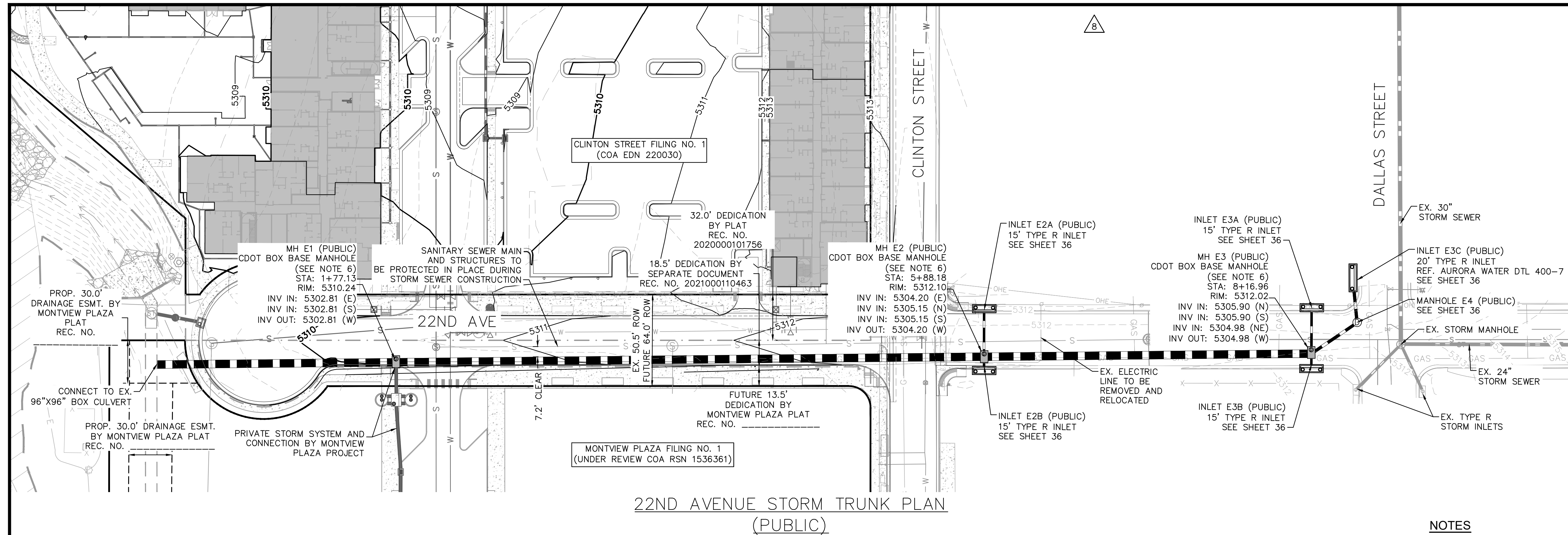
My commission expires: _____

(Seal)

EXHIBIT A

DEPICTION OF REGIONAL IMPROVEMENTS

EXHIBIT A

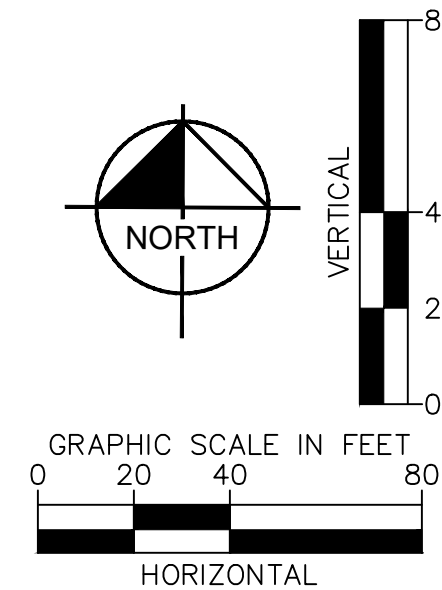


NOTES

1. POTHOLING INFORMATION WAS OBTAINED 07/29/2020 BY D&M UTILITY SERVICES FOR THE 2201 CLINTON PROJECT. CONTRACTOR TO ALSO FIELD VERIFY INVERT ELEVATION OF EXISTING UTILITIES AT POINT OF CONNECTION PRIOR TO CONSTRUCTION OF PROPOSED LINES AND NOTIFY ENGINEER OF RECORD OF ANY DISCREPANCIES.
2. ELEVATIONS SHOWN AT INLET FLOWLINES DO NOT REFLECT LOCALIZED DEPRESSIONS. REVIEW INLET DETAILS FOR DEPRESSIONS FROM FLOWLINE ELEVATIONS.
3. ALL PROPOSED STORM SEWER, INLETS, AND STRUCTURES ON THIS SHEET ARE PUBLIC. STORM INFRASTRUCTURE IS SIZED TO INTERCEPT 195 CFS OF REGIONAL FLOW.
4. ALL BEDDING SHALL BE COA ALT B. ALL RCP PIPE TO BE CLASS III RCP UNLESS OTHERWISE NOTED.
5. STORM SEWER SHALL ROUTE TO THE EXISTING REINFORCED CONCRETE BOX CULVERT LEADING INTO WESTERLY CREEK.
6. PER AURORA STORM DRAINAGE DESIGN & TECHNICAL CRITERIA MANUAL, MANHOLES WITH PIPES LARGER THAN 48" SHALL REQUIRE SPECIAL VAULT DESIGN. REFER TO DETAIL ON SHEET 29.
7. ALL MANHOLES SHALL HAVE LOCKING LIDS.

BENCHMARK AND DATUM

TIED TO C.O.A. BENCHMARK NO. 3S6734NW001, 3 INCH BRASS CAP STAMPED "COA BM 3S6734NW001, 2015" ON THE NORTH SIDE OF A 15-FOOT-WIDE TYPE R INLET AT THE NORTHEAST CORNER OF WESTERLY CREEK AND MONTVIEW BOULEVARD. CITY OF AURORA DATUM = 5315.50 FEET (NAVD 88).



Kimley»»Horn
KIMLEY HORN AND ASSOCIATES, INC.

KIMLEY-HORN AND ASSOCIATES, INC.
1125 17th Street, Suite 1400
Denver, Colorado 80202 (303) 228-2300

CLINTON STREET SUBDIVISION FILING NO. 1
CITY OF AURORA, STATE OF COLORADO
CONSTRUCTION DOCUMENTS
22ND AVENUE STORM SEWER PLAN AND PROFILE

FACSIMILE

This electronic plan is a
facsimile of the signed
and sealed pdf set

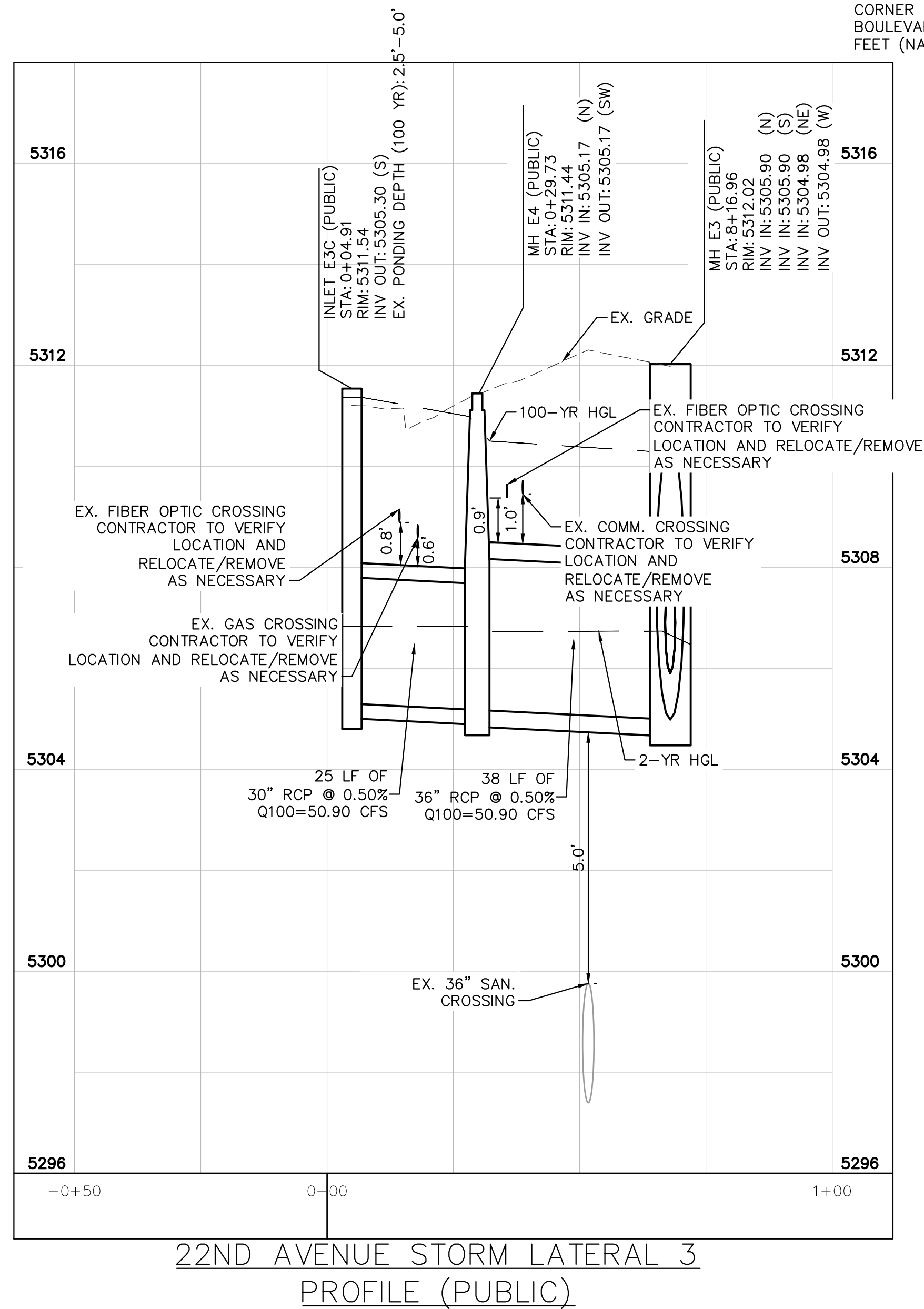
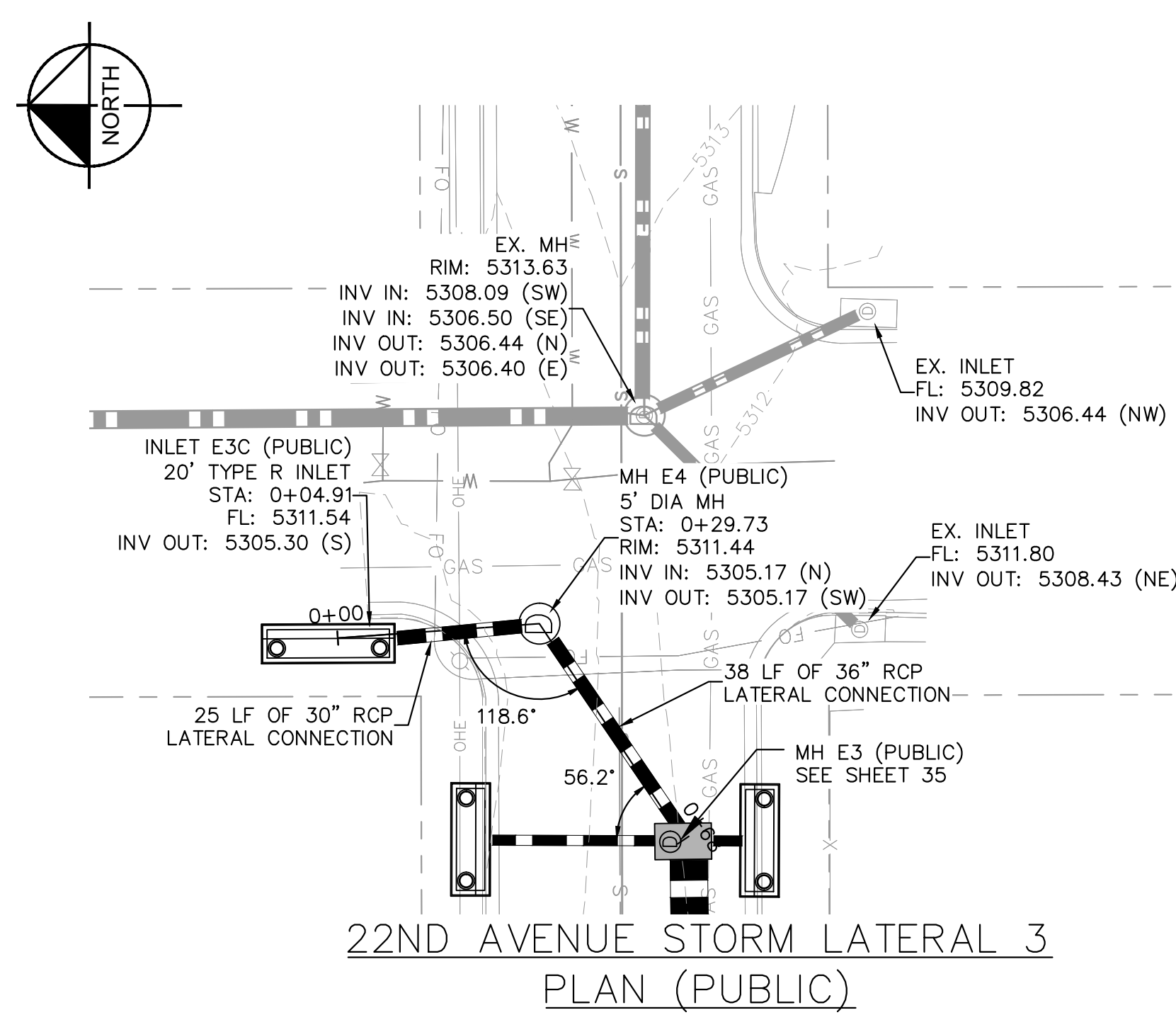
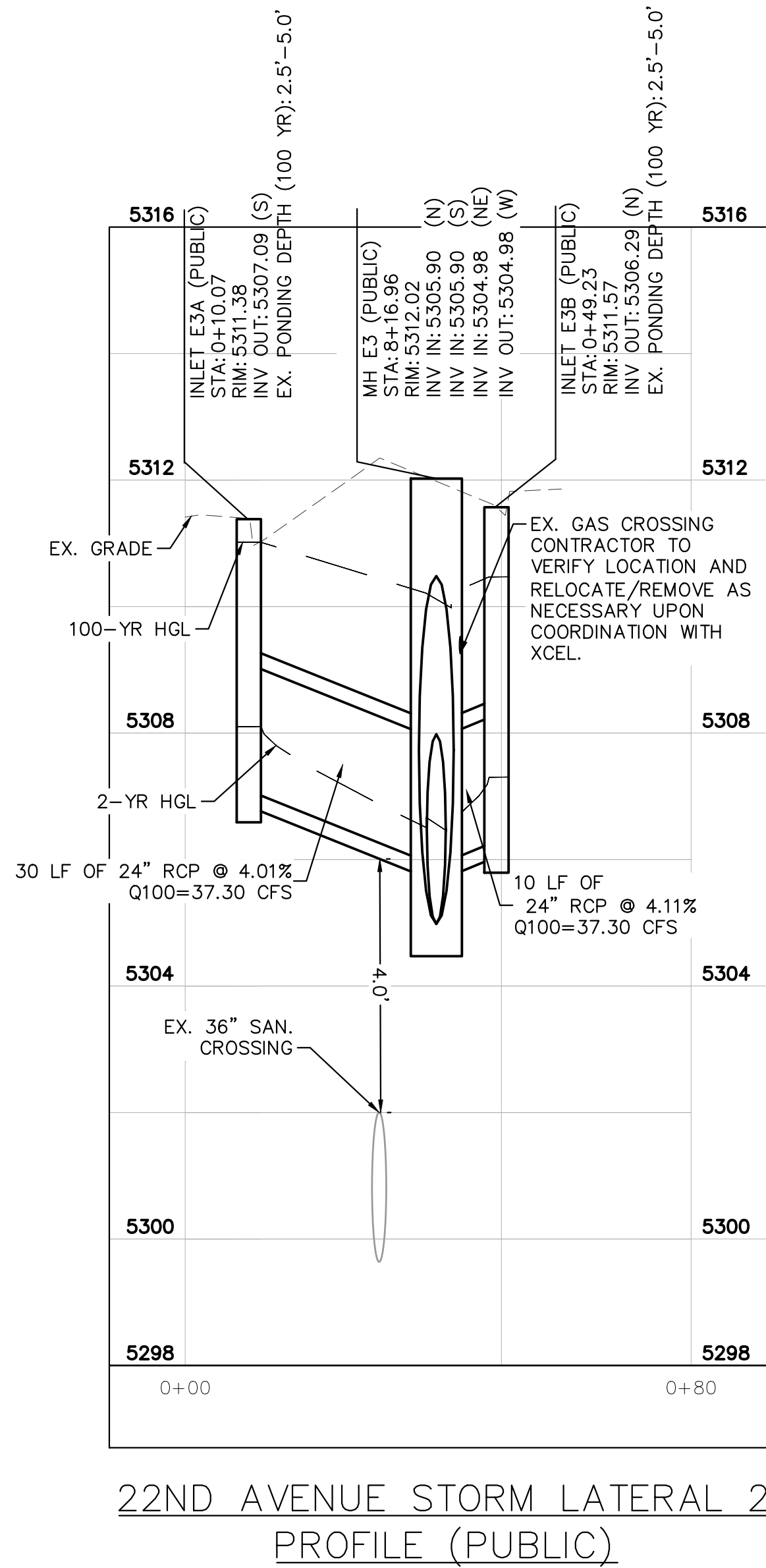
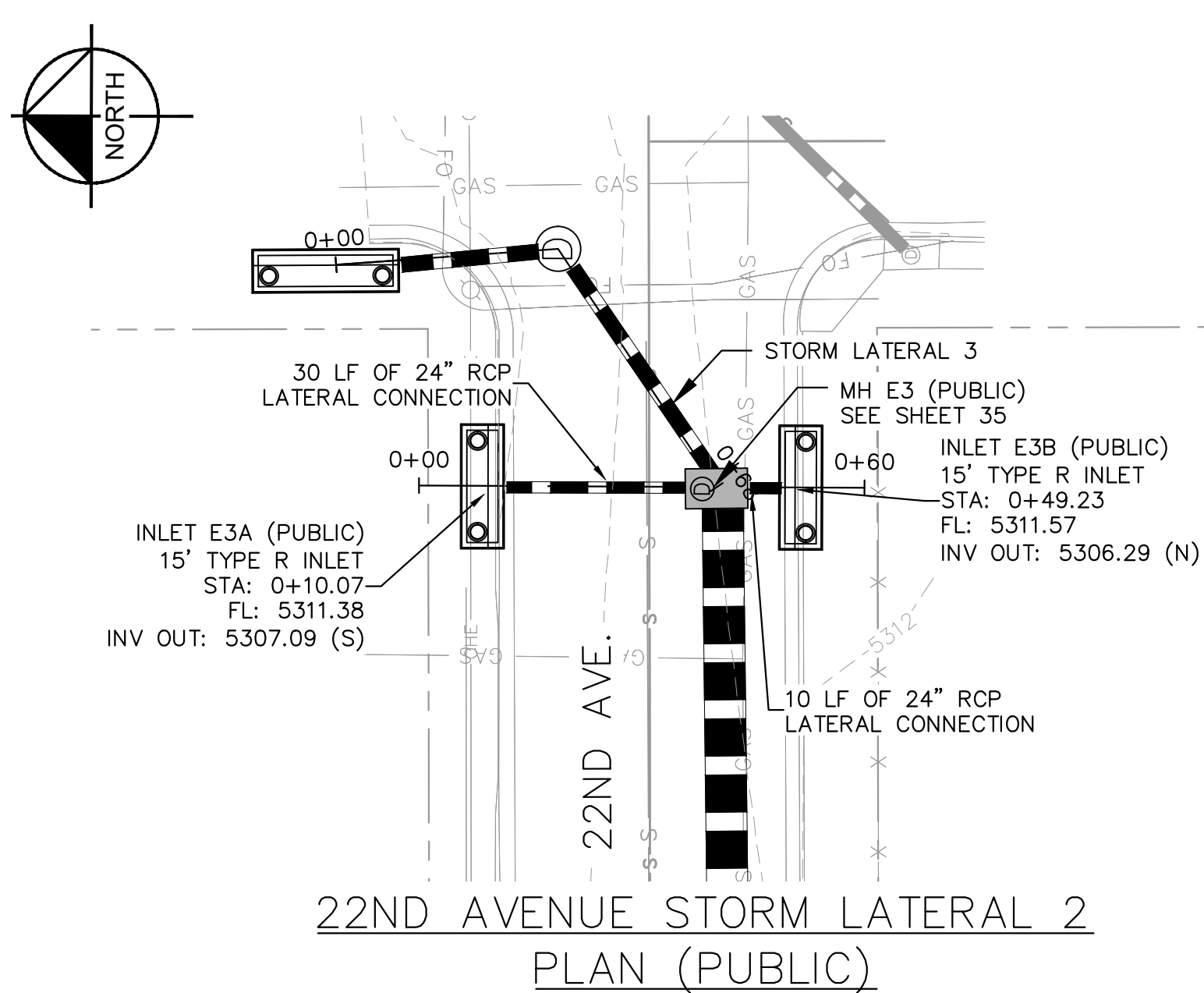
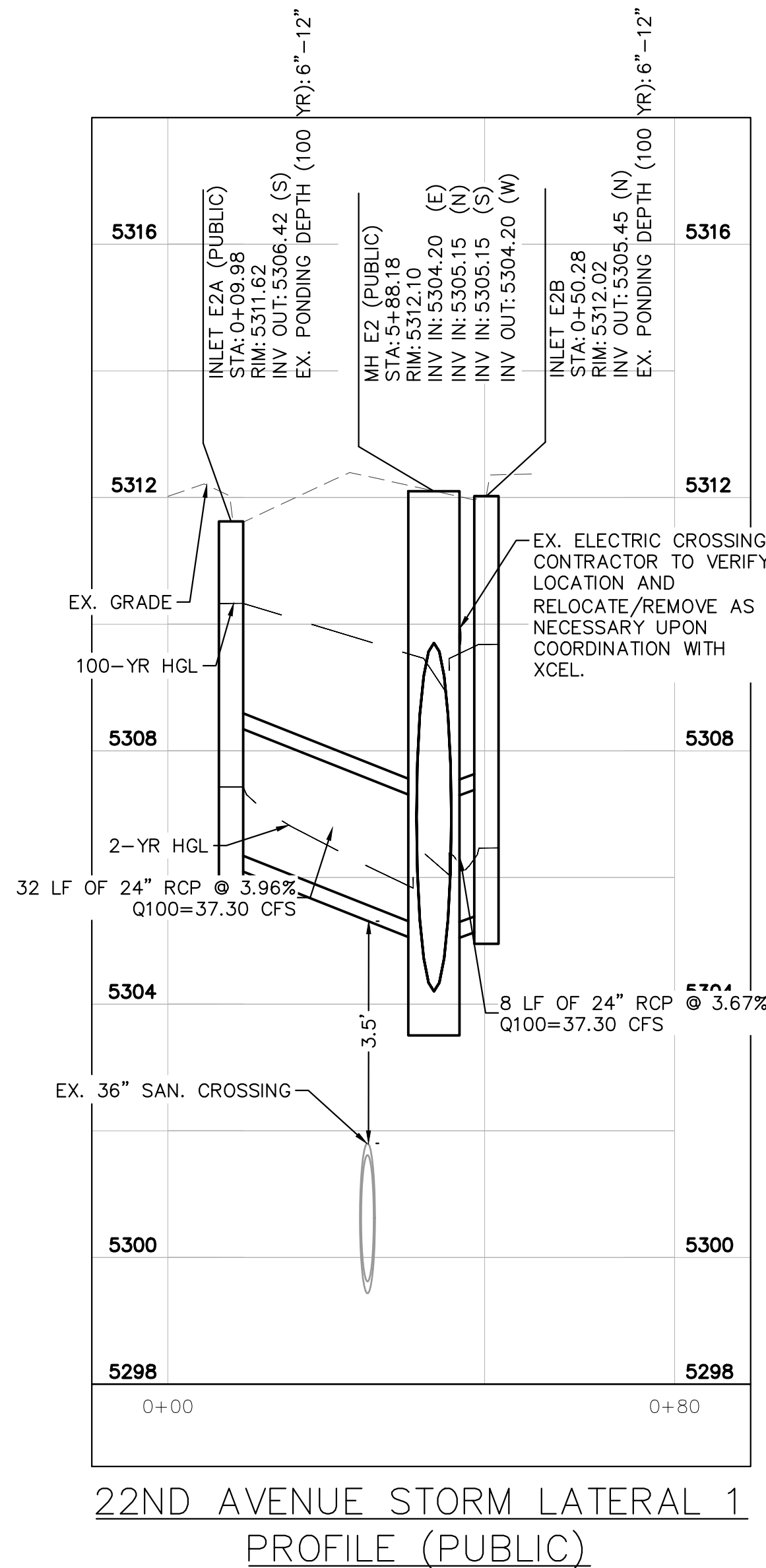
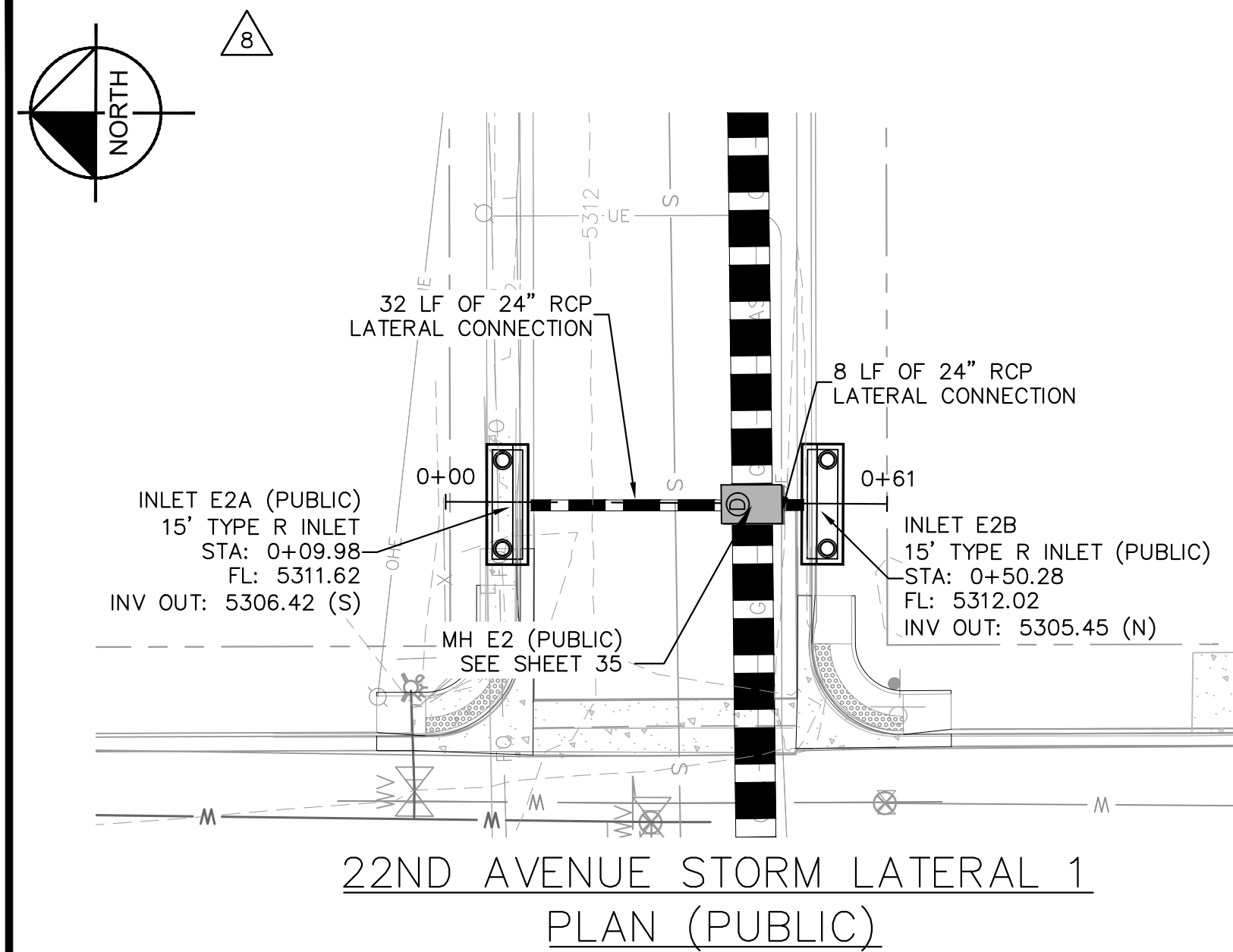
Meaghan McGee
(Meaghan M. McGee)

PROJECT NO.
096253018

DRAWING NAME
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Meaghan M. McGee
(Meaghan M. McGee)

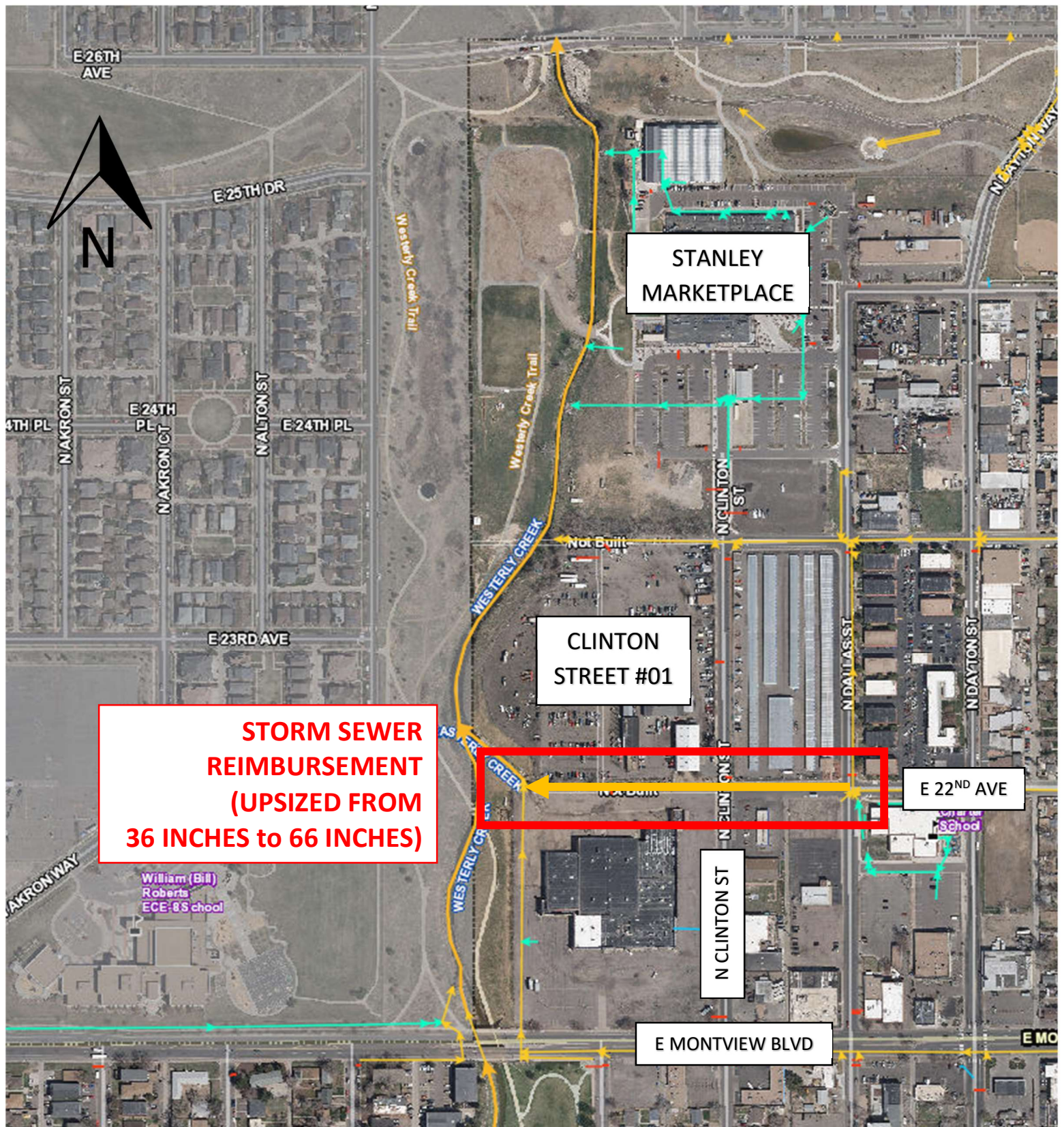
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36

VICINITY MAP

(N.T.S)





CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to APPROVE AN AGREEMENT between the City of Aurora, acting by and through its Utility Enterprise and Piney Lake Trails, LLC, a Colorado limited liability company, for water and sewer services.

Item Initiator: Sarah Young, Deputy Director of Planning and Engineering, Aurora Water

Staff Source/Legal Source: Sarah Young, Deputy Director of Planning and Engineering, Aurora Water / Ian Best, Assistant City Attorney

Outside Speaker: N/A

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

COUNCIL MEETING DATES:

Study Session: 12/13/2021

Regular Meeting: 12/20/2021

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

- ☐ Approve Item as proposed at Study Session ☐ Information Only
- ☒ Approve Item and Move Forward to Council Meeting
- ☐ Approve Item as proposed at Council Meeting
- ☐ Approve Item with Waiver of Reconsideration

Why is a waiver needed? [Click or tap here to enter text.](#)

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Water Policy

Policy Committee Date: 11/17/2021

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 November 17, 2021, the Water Policy Committee Meeting supported moving an AGREEMENT between the City of Aurora, acting by and through its Utility Enterprise and Piney Lake Trails, LLC, A Colorado limited liability company for water and sewer services forward to Study Session.

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

A proposed development outside of Aurora City limits has requested water and sewer service from the Aurora Water Department to serve a maximum of 180 single family homes and common area irrigation. The low density "Piney Lake Trails" development is located south of County Line Road and the Blackstone Country Club, between S Powhaton Road and S Monaghan Road.

Water service can be provided from an existing 8" potable waterline in South Blackstone Pkwy and/or a 24" potable waterline in S. Powhaton Road. Aurora Water performed hydraulic modeling of both scenarios and either option would not create negative impacts to surrounding Aurora development water pressure. Sewer service can be provided by an 8" line in S. Powhaton road and also does not create any service issues in Blackstone or the associated wastewater lift station. The only other service option in the area is groundwater and wastewater septic systems.

The proposed development includes the following:

- 330 total acres
- 214 acres reserved for open space
- 138 single family homes (though the agreement allows for 180)

Aurora Water identified the following benefits to providing this service:

- Aurora Water will be dedicated the groundwater rights beneath the entire property
- Ensure a low density, non-groundwater dependent, development at the boundaries of our jurisdiction to preserve groundwater
- Two thirds of the 330 acre site is planned for non-irrigated open space
- Piney Lake Trails has agreed to only install turf in functional active areas defined as spaces within common community areas for gathering, active recreation, pet parks, youth play areas and residential backyards
- Opportunity for potential well locations for drought protection wells and/or aquifer storage and recovery

The proposed agreement also includes the following terms:

- Public main extensions to serve the site would be the responsibility of the developer
- Service connections would be subject to connection fees and monthly rates outside the annexed boundary equal to 1.5 times the standard fees and rates at the time of service request.
- Adherence to the City's Water Management plan and corresponding restrictions.

QUESTIONS FOR COMMITTEE

Does Council support moving an AGREEMENT between the City of Aurora, acting by and through its Utility Enterprise and Piney Lake Trails, LLC, A Colorado limited liability company for water and sewer services forward to Regular Council Meeting?

LEGAL COMMENTS

Aurora City Code Section 138-28 authorizes the City's Utility Enterprise to acquire, construct, operate, maintain, improve and extend water, wastewater, and storm drainage facilities within or without the corporate boundaries of Aurora, and to make contracts, acquire lands, and do all things that are necessary or convenient therefore (Best).

PUBLIC FINANCIAL IMPACT

☒ YES ☐ NO

If yes, explain: This agreement will provide additional revenue to the City of Aurora from both one time connection fees and from rates based on monthly usage.

An estimate of the one time fees, based on an average residential unit with 3 to 4 baths and an average lot of 7,500 square feet, will be approximately \$6,221,205.

The revenue from rates will be dependent on monthly usage.

ORG: Water Ops Fund Admin (0500) and Sewer Ops Fund Admin (00510)

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain: N/A

Water and Sewer Services Agreement (Piney Lake Trails)

This Water and Sewer Services Agreement (“**Agreement**”) is entered into by and between the City of Aurora, Colorado, a Colorado municipal corporation of the counties of Adams, Arapahoe, and Douglas, acting by and through its Utility Enterprise (“**City**” or “**Aurora Water**”), and Piney Lake Trails, LLC, a Colorado limited liability company (“**Piney Lake**”). City and Piney Lake shall be referred to herein as “**Party**”, and together as “**Parties**”.

Recitals

A. Piney Lake is a limited liability company that intends to develop the certain real property specifically described in Exhibit A (the “**Property**”), located near the border of Aurora in Douglas County, Colorado (“**Douglas County**”).

B. Piney Lake intends to develop the Property with a maximum of one hundred and eighty (180) residential single-family units upon site plan approval by Douglas County.

C. The City has the authority to contract to furnish water, sewer, and irrigation services outside the City limits pursuant to certain sections of the Aurora City Code.

D. The Parties have investigated matters relating to the long-term provision of Services (as defined below) to Piney Lake Customers (as defined below) and have determined that the terms and provisions of this Agreement provide an economical, dependable and beneficial means to provide such Services.

E. The Parties have determined that the execution and performance of this Agreement will serve a public purpose and promote the health, safety and general welfare to the City and Piney Lake Customers.

Agreement

In consideration of the foregoing, the covenants and agreements set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions. The following terms used in this Agreement shall have the meanings set forth below:

i. “**City Code**” means the Aurora City Code, as amended.

ii. “**Customer**” means existing and future users of water, sewer, and irrigation services within the boundaries of the Property.

iii. “**Customer Facilities**” means service pipelines, plumbing and related appurtenances necessary and appropriate to deliver potable and non-potable (as applicable) water, sewer and irrigation services from the point of connection from the Water and Sewer System to Customers.

iv. **“Effective Date”** means as defined in Section 2 of this Agreement.

v. **“Property”** means the property located near the border of Aurora in Douglas County, Colorado, more precisely described in Exhibit A.

vi. **“Rules and Regulations”** mean the rules and regulations adopted by the City, as may be supplemented or amended from time to time, which govern the provision of the Services, subject to the terms and conditions of this Agreement.

vii. **“Services”** means the provision of water, sewer, and irrigation services to Piney Lake Customers. The Parties agree that “Services” does not include the construction, maintenance, or operation of storm water facilities and services to the Property.

viii. **“Water and Sewer System”** means the facilities constructed by Piney Lake and conveyed to the City to provide Services to Customers.

ix. **“Water Rights”** means the water rights more specifically described in Exhibit B.

2. Effective Date. The Effective Date will be the later completion date of the following: (a) the successful subdivision and zoning of the Property with Douglas County; (b) the execution of this Agreement by the Parties; and (c) Piney Lake’s acquisition of the Property and the Water Rights. If and to the extent Piney Lake fails to satisfy the terms set forth in subsections (a) through (c) above, then Piney Lake shall have the right to terminate this Agreement.

3. Exclusive Service.

i. Service Connection. The Parties hereby agree that there will be a maximum of one hundred and eighty (180) total residential Service connections to be serviced by the Water and Sewer System as well as all reviewed and approved common area and irrigation water connections.

ii. Irrigation Covenant. All landscaped areas not designated as functional active space, including residential front yards, shall be designed using only water-wise plant materials. These areas will be allocated 9.5 gallons per square foot per year. Cool season turf will be allocated 17.5 gallons per square foot per year and is limited to areas that provide functional active spaces. Functional active spaces are defined as spaces within common community areas for gathering, active recreation, pet parks, youth play areas and residential backyards. In areas defined as functional active spaces herein, turf shall be limited in quantity in accordance with the City of Aurora’s Unified Development Ordinance (UDO). All other City Rules and Regulations and the City’s Water Management Plan shall apply to the Piney Lake Development. If there is ever a conflict between this agreement and the City’s Rules and Regulations, the directive requiring and resulting in lesser water use shall govern. The City reserves the right to contract for Services being provided to the Property pursuant to this Agreement at any time upon the sole discretion of the General Manager of Aurora Water.

4. Infrastructure Conveyance. From and after the Effective Date, Piney Lake will construct (or caused to be constructed) and convey to City the Water and Sewer System for the purposes of

and pursuant to the provisions of this Agreement. Piney Lake shall obtain all necessary utility easements, licenses, or other property interests held or owned by Piney Lake, or hereafter acquired by Piney Lake, as are required to accommodate City's operation and maintenance of the Water and Sewer System. Easements, fee property interests and licenses acquired by Piney Lake will be consistent with Aurora Water's and Aurora Real Property's existing standards, specifications and requirements as necessary for access to provide Services to the Property, as reasonably negotiated by the City and Piney Lake and subject to any easements, covenants and matters of record, provided that such matters of record do not (a) negate, infringe or impair the functionality of the facilities, (b) unreasonably interfere with the use or purpose of the easements, (c) unreasonably interfere with any ability to maintain any facilities thereunder, or (d) otherwise create an unreasonable liability for the City. All licenses, easements, and fee property interests obtained by Piney Lake pursuant to this Agreement shall be acquired such that they are transferrable and/or assignable to City upon initial acceptance of the Water and Sewer System. All fee property interests, easements and licenses shall permit sufficient access such that Aurora can maintain, operate and deliver Services through the Water and Sewer System.

Piney Lake agrees to dedicate all necessary utility easements, licenses and fee property interests (all without physical limitations associated therewith that would unreasonably prevent the purpose thereof, including no trees, or negate, infringe or impair the functionality) needed for water and sewer infrastructure to serve the Property from Douglas County. Piney Lake agrees to develop and provide to the City for review prior to platting of the Property a master utilities plan if required by the City. The master utilities plan will describe collection facilities and distribution facilities.

Piney Lake shall reasonably cooperate with the City and be financially responsible for any and all additional easements, licenses, or other property interests required to enable City to perform its obligations under this Agreement, including, without limitation, real property for water and sewer infrastructure. If City recommends or Piney Lake requires that the location of any easements or other property interests be adjusted, the Parties agree to cooperatively work together on relocating easements (and any water facilities that may exist therein or that may be affected by the relocation). If a relocation is required, Piney Lake will be responsible for such relocation cost.

The Water and Sewer System shall include all improvements and facilities necessary and appropriate to provide the Services under this Agreement. The Water and Sewer System, the rights-of-way and any other rights of Piney Lake with respect to the Water and Sewer System shall not be used by the City or any party acting by, through or under the City in such a manner as to increase any liabilities or obligations of Piney Lake under this Agreement and/or the terms and conditions hereof.

Piney Lake further agrees to grant reasonable easements or licenses to the City in open space tracts, landscape tracts or other non-developable portions of the Property (meaning, for purposes hereof, areas other than the lots used for residential purposes) as reasonably designated by Piney Lake and as needed by the City for the drilling of water wells on the Property in severe drought situations (it being the intent that the City intends to conserve such water represented by the Water Rights and only utilize the same if and to the extent needed for severe drought situations) with respect to the Water Rights conveyed by Piney Lake to City hereunder. Piney Lake and the City agree to reasonably cooperate with one another during the entitlement of the Property to designate any such areas for wells, including accounting for the same in any open space agreements.

5. Water Rights. As of the Effective Date and Piney Lake's acquisition of the Property, Piney Lake will own the Water Rights.

6. Water Rights Conveyance. Piney Lake will convey to the City the water rights described on the attached Exhibit A by special warranty deed. The special warranty deed shall be substantially in the form of the sample deed attached hereto.

Piney Lake also agrees to provide within thirty (30) days of the execution of this agreement a water rights memorandum, addressed to Pine Lake and the City, identifying the record owners of any and all non-tributary and not non-tributary water within the Denver Basin aquifers beneath the Property. The memorandum will include the record owner(s) of such ground water starting with the owner preceding the Applicant in Case No. 04CW35, Water Court, Water Division 1 to the present.

Effective at the time of the conveyance of the water rights described above from Pine Lakes to Aurora, Piney Lake grants in perpetuity to the City the sole and exclusive right to claim, own, withdraw, appropriate, and use any and all water within all non-tributary and not non-tributary aquifers underlying the Property. Piney Lake irrevocably consents in perpetuity, pursuant to Section 37-90-137(4) of the Colorado Revised Statutes, as now existing or later amended, to the withdrawal, appropriation, and use, reuse and use to extinction by the City of all such non-tributary and not non-tributary ground water, and agrees to execute any additional or supplemental consents thereto that may be required for the City to withdraw, appropriate, or use said water.

Piney Lake has the option to satisfy the requirements of above paragraphs or pay to the City a sum equal to the values set forth in the current City fee schedule.

7. No Drilling of Wells. Except for the City's rights as set forth above pursuant to any easements or licenses as granted to the City, the drilling of water wells on the Property shall not be commenced or undertaken by Piney Lake, City (or any party acting by, through or under the City) or any Customer.

8. Facilities, Ownership, Piney Lake Obligations

- i. **Piney Lake Facilities.** Piney Lake will plan, design and construct the Water and Sewer System in accordance with the City's specifications and requirements to connect to City's existing infrastructure. Piney Lake will submit site and civil drawings to the City. Once the Water and Sewer System has been constructed by Piney Lake, inspected by and deemed initially acceptable by the City, the Water and Sewer System will be subject to a one (1) year warranty. One (1) year after initial acceptance, the Water and Sewer System will undergo a final inspection. All corrective actions must be addressed before the Water and Sewer System will be finally accepted by the City. Upon completion of the build-out of the facilities comprising the Water and Sewer System, as more specifically described on Exhibit C and upon final acceptance by the City, Piney Lake will convey the Water and Sewer System to the City, along with all acquired easements, licenses and fee property interests which will enable the City to provide Services to Piney Lake Customers. From and after initial acceptance of the Water and Sewer System as provided above and subject to any limitations set forth in this Agreement, Piney Lake shall transfer

to City ownership of and sole responsibility for financing and constructing all facilities that now exist or may be constructed in the future to provide Services to Piney Lake Customers.

- ii. Service Connection Fees. The Parties hereby agree that there will be a maximum of one hundred and eighty (180) total residential Service connections to be serviced by the Water and Sewer System as well as all reviewed and approved common area and irrigation water connections.
- iii. Construction. Piney Lake will construct and install the Water and Sewer System in compliance with all applicable laws and regulations and in accordance with City Code, Rules and Regulations, and specifications and requirements. The Water and Sewer System will be inspected by City inspectors and will not be accepted for Service until it meets the City standards and passes all applicable tests.
- iv. Construction Authorizations. Piney Lake shall, at its own expense, apply for and obtain all necessary permits, licenses and other authorizations that may be required by any governmental authority with respect to the construction of the Water and Sewer System. City shall cooperate with and provide such reasonable assistance to Piney Lake for permits under direct control of the City as Piney Lake may request in obtaining such authorizations. Issuance of City Permits will be in accordance with City Code, Rules and Regulations and standard practices.
- v. Operation and Maintenance Authorizations. From and after initial acceptance of the Water and Sewer System as provided above, City shall, at City's expense, apply for and obtain all necessary permits, licenses, and other authorizations that may be required by any governmental authority for City to operate and maintain the Water and Sewer System in accordance with the terms of this Agreement except for those required for any warranty work. Piney Lake shall cooperate with and provide such reasonable assistance to City as City may request in obtaining such authorizations.
- vi. Plan Access. Piney Lake shall design the Water and Sewer System in accordance with the City's specifications and submit the plans into the City's regular plan review process. Final approved drawings will be submitted to the City along with the digital version that follows the City's CAD submittal standards.
- vii. Warranty and Claims Enforcement. Piney Lake shall require a minimum one-year warranty of all water and sewer utility contractors and shall inform the City and timely submit and pursue any warranty, insurance, damage or other claims Piney Lake has against a third party with respect to the Water and Sewer System. Piney Lake will inform City of any and all claims and liens regarding the Water and Sewer System by third parties. Piney Lake will complete the Water and Sewer System free of any mechanics' liens.
- viii. Facility Locations. Piney Lake will provide or make available to City copies of all "as-built" drawings for the Water and Sewer System. As-built drawings shall be based on

post construction survey data. Survey points shall be provided at each appurtenance and Water and Sewer System inflection.

- ix. Condition of Water and Sewer System. After initial acceptance, except for warranty related items (which shall remain the responsibility of Piney Lake), City shall be solely responsible for any and all losses, liabilities, damages, costs, and claims of any and every kind whatsoever related to the existence and condition of the Water and Sewer System.

9. Service Commitment. From and after the Effective Date and subject to the terms of this Agreement, City will provide Services to Customers using the Water and Sewer System subject to the terms of this Agreement. There shall be no duty or obligation upon the City to furnish Services to the Property until such time as (a) the fees have been paid for each meter to provide Services, (b) the Water and Sewer System has been initially accepted by the City, and (c) the Water Rights have been conveyed to the City, so as to make the establishment of such Services economically feasible for the City. The City's obligation to provide Services is subject to any City wide water restrictions, City wide changes in the availability of water, and City wide rate modifications enacted including, but not limited to, water management plans and regulations adopted by the City Council and/or Aurora Water.

Provided that the Customers and Piney Lake are treated in the same manner as any other parties within the City, Piney Lake agrees that all promises of Service made by this Agreement are subject to the City Code, Rules and Regulations, City water and sewer tap allocation program, City water management plan, and any regional or metropolitan water and wastewater service district requirements relating to the provision of Service.

10. No reuse of Delivered Water. All water provided to Piney Lake Customers will be treated as single-use only. Any and all rights for successive use, re-use, and use to extinction are reserved by City.

11. City Obligations. City shall operate and maintain the Water and Sewer System in compliance with all applicable laws and regulations and consistent with City practices.

- i. Duties. City will employ or contract with such engineers and/or qualified operators as it deems appropriate to perform the duties of operating the Water and Sewer System, including providing monthly billing to Customers, collection efforts and enforcement of the City Code and Rules and Regulations.
- ii. Control of Service. Subject to the terms of this Agreement, City shall have the responsibility for and control over the details and means for providing the Services hereunder.

12. Rates, Fees and Charges. City shall assess all "Rates, Fees and Charges" for the construction, use and maintenance of the Water and Sewer System at one hundred fifty percent (150%) of the Rates, Fees and Charges City charges to City's customers within the limits of City in accordance with the City Code and Rules and Regulations.

13. Connection Fees. Piney Lake will be responsible for paying all applicable connection fees as required by City Code. Timing of payment shall be as specified in the City Code and Rules and Regulations.

14. Billing.

- i. City shall read the meters and bill Customers for Services provided hereunder, including all consumption and other Rates, Fees and Charges applicable at time of usage.
- ii. City shall be responsible for collection efforts on delinquent accounts.

Piney Lake represents and warrants to City that Piney Lake is not a party to any existing agreements regarding the provision of water, sewer and/or the collection of rates, fees, or charges related to same. Any loss, cost, expense or damage suffered or incurred by City based on or arising from the inaccuracy of such representation and warranty, including but not limited to loss of revenues by City, shall be the responsibility of Piney Lake and shall be payable to City on demand and such payment shall accrue interest at the statutory rate of interest as provided in C.R.S. § 13-21-101(3) until paid in full.

15. Customer Facilities. Customer Facilities are privately owned, operated, and maintained by Customers and no aspect of any Customer Facilities installation or maintenance shall be the obligation of the City.

16. Customer Water Service Agreement. Piney Lake will cause each single-family residential unit Customer to sign the license agreement set forth in Exhibit D (“Water Service Agreement”). Each owner Customer must provide a copy of the Water Service Agreement to any new owner Customer before the transfer of ownership of the property and shall provide proof to Aurora upon request. The Water Service Agreement shall be recorded with the clerk and recorder of Douglas County and shall run with the land and shall be binding on all heirs, successors and assignees.

17. Enforcement. City shall enforce compliance with the City Code and Rules and Regulations upon Customers through the terms and conditions of the Water Service Agreement to the extent necessary to comply with the terms of this Agreement and Piney Lake shall support such enforcement. If and to the extent there is any inconsistency between the terms, covenants or provisions hereof and the City Rules and Regulations, the terms, covenants and provisions of this Agreement shall supersede and be controlling unless otherwise mutually agreed upon in writing by the Parties. Piney Lake shall cause Customers to sign the Water Service Agreement which shall be recorded and run with the property.

18. Events of Default. The occurrence or existence of any one or more of the following events shall be an “Event of Default” under this Agreement, and there shall be no Event of Default hereunder except as follows:

- i. Untrue Representations. Any representation or warranty made by any Party in this Agreement proves to have been untrue or incomplete in any material respect when

made and such untruth or incompleteness would have a materially adverse effect upon the other Party;

- ii. Failure to Perform. Any Party fails in the performance of any other of its covenants in this Agreement and such failure continues for thirty (30) days after written notice specifying such default is given by the non-defaulting Party; provided, however, if the default is of a type which cannot be cured within such thirty (30) day period, the cure period shall be extended by the non-defaulting Party if the defaulting Party has commenced to cure the default within thirty (30) days and at all times thereafter actively and diligently continues to pursue the cure;
- iii. Insolvency or Dissolution. Proceedings under any bankruptcy law or insolvency act or for the dissolution of a Party shall be instituted by or against a Party, or a receiver or trustee shall be appointed for all or substantially all of the property of a Party, and such proceeding shall not be dismissed or such receivership or trusteeship vacated within sixty (60) days after such institution or appointment; provided, however, that if a Party seeks to dissolve pursuant to C.R.S. § 32-1-701, *et seq.*, as amended and (i) it notifies the other Party in writing concurrently with filing the application for dissolution, and (ii) the plan for dissolution shall include provisions for continuation of this Agreement with a responsible Party acceptable to the other Party being substituted as a Party to this Agreement, and such substituted Party assumes all obligations and rights of the dissolving Party hereunder, then such dissolution shall not be a default.
- iv. Enforcement Rights. Upon the occurrence of an Event of Default, the non-defaulting Party may proceed to protect and enforce its rights against the Party causing the Event of Default by mandamus or such other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, including an action for damages or specific performance, or by self-help.
- v. Limited Termination Rights. Upon the occurrence of an Event of Default, and after the non-defaulting Party proceeds in accordance with subsection (iv) above, the non-defaulting Party shall be permitted to terminate this Agreement only upon sixty (60) days advance written notice to the defaulting Party and only if: (i) monetary damages are not paid by the defaulting Party when due, or (ii) the defaulting Party refuses to perform its obligations hereunder.

19. Compliance with Regulations. The Parties understand and agree that compliance with all applicable federal, state and local rules and regulations must take place at all times. In the event of any termination of this Agreement after an event of the City providing Services, with or without cause, the Parties shall cooperate to ensure that there is no gap or break in the compliance with all applicable regulations in the provision of Service to Piney Lake Customers during the transition of service.

20. Indemnity by Piney Lake. To the extent authorized by law, Piney Lake agrees to indemnify City from and against any loss, cost liability or expense (including reasonable attorneys' fees) reasonably incurred by City, including without limitation, both third-party and direct claims, arising out of or related to the negligent acts or omissions of Piney Lake, its officers, directors,

employees, agents and consultants in the course of performing Piney Lake' obligations under this Agreement.

21. Exclusions and Acknowledgement. Notwithstanding the foregoing or any other indemnification provision in this Agreement, no Party shall have a duty under this Agreement to indemnify and/or hold another Party harmless from or against any loss, cost, liability or expense to the extent caused or contributed by the act or failure to act of the other Party (including its officers, directors, employees, agents and consultants).

22. Material Change in Regulatory Conditions. In the event any state, federal or local entity shall materially change any regulatory conditions applicable to the provision of water and sewer service under this Agreement, the Parties agree that they shall expeditiously work together in good faith to modify or amend this Agreement as necessary to comply, in a commercially reasonable manner, with the changed regulations without otherwise materially changing the terms and conditions of this Agreement.

23. Other Modifications or Amendments. This Agreement shall not be modified or amended without the consent of both Parties. No modification or amendment shall be effective unless in writing, executed by all Parties.

24. Relationship of the Parties. Nothing contained in this Agreement creates a joint venture, partnership, agency or similar endeavor between the Parties. Each Party is acting solely as an independent contractor, and neither Party has any power or authority to directly or indirectly bind or act on behalf of the other.

25. Liability of Parties. Nothing contained in this Agreement, nor any obligation imposed upon a Party hereunder, nor the issuance and sale of bonds by a Party, shall constitute or create an indebtedness of the other Party. Neither Party shall have any obligation whatsoever to repay any debt or liability of the other Party.

26. Sole Obligation of Utility Enterprise.

(a) This Agreement does not 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 Aurora within the meaning of the Constitution and laws of the State of Colorado or of the Charter and ordinances of Aurora.

(b) In the event of a default by the City of any of its obligations under this Agreement, Piney Lakes will have no recourse for any amounts owed to it against any funds or revenues of Aurora except those revenues derived from rates, fees or charges for the services furnished by, or the direct or indirect use of, the Water System and deposited in the Water Enterprise Fund, as the terms "Water System" and "Water Enterprise Fund" are defined in City of Aurora ordinance No. 2003-18, and then only after the payment of all operation and maintenance expenses of the water system and all debt service and reserve requirements of any bonds, notes or other financial obligations of the City secured by a pledge of the net revenues of the Water Enterprise fund. Notwithstanding any language

herein to the contrary, nothing in this Agreement will be construed as creating a lien upon any revenues of the Utility Enterprise or Aurora.

27. Notices. Except as otherwise provided herein, all notices required to be given under this Agreement shall be in writing and shall be hand-delivered, sent by registered or certified mail, return receipt requested, or electronically confirmed email transmission to the following addresses:

Piney Lake Trails, LLC
c/o Ventana Capital, Inc.
9801 East Easter Avenue
Centennial, CO 80112
Attention: Tom Clark

City of Aurora:
Attn: City Attorney
15151 East Alameda Parkway, Suite 5300
Aurora, CO 80012

With Copy to:
City of Aurora
Attn: General Manager of Aurora Water
15151 East Alameda Parkway, Suite 3600
Aurora, CO 80012

All notices will be deemed effective: if delivered by hand on the date of delivery; if mailed, three (3) days after mailing; and, if by email, upon electronic confirmation of delivery. Any Party may by written notice change the address to which future notices shall be sent.

28. Representations. Each Party represents and warrants that:

- i. Authority. It has all requisite power, corporate and otherwise, to execute, deliver and perform its obligations pursuant to this Agreement, that such actions have been duly authorized by it, and that upon execution and delivery of this Agreement, the provisions hereof will constitute its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof;
- ii. No Litigation. There is no action, suit, inquiry, investigation or proceeding to which it is a party, at law or in equity, which is pending or, to the best of its knowledge, threatened, in connection with any of the transactions contemplated by this Agreement wherein an unfavorable decision, ruling or finding could reasonably be expected to have a materially adverse effect on the validity or enforceability of, or its ability to perform its obligations under, this Agreement; and
- iii. No Conflict. Its execution, delivery and performance of this Agreement is not in violation of, nor does it constitute an event of default under, any other contract, agreement or instrument to which it is a party.

29. Regulatory Approval. The design, construction, operation and maintenance of the facilities to serve Piney Lake Customers as provided for herein require that permits and approvals be obtained from various regulatory entities, including the State of Colorado, Douglas County and the City of Aurora. The Parties shall cooperatively and diligently pursue obtaining said regulatory approvals in such a manner that Services contemplated by this Agreement can be provided in a timely manner. Piney Lake shall be primarily responsible for obtaining necessary regulatory approvals for the design and construction of the Water and Sewer System in compliance with the City of Aurora standards. The granting of such regulatory permits and approvals is beyond the direct control of the parties to this Agreement. In the event that any notice is received from a regulatory agency of a potential delay or denial in the issuance of a necessary permit or approval, the parties shall mutually cooperate to determine solutions to lessen the impact of such delay or denial.

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

31. Force Majeure. Should any Party be unable to perform any obligation required of it under this Agreement because of any cause beyond its control and not due to the Party's fault or negligence, including but not limited to war, insurrection, riot, civil commotion, strikes, pandemic, lockout, fire, earthquake, windstorm, drought, flood, action or inaction of governmental authorities (including the adoption of new or revised rules and regulations), moratoriums, material shortages, or any other force majeure, each Party's performance of the obligation affected shall be suspended for so long as such cause prevents it from performing such obligation, without liability on its part.

32. Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then, and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby. It is also agreed that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there shall be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

33. Form. Headings and titles of this Agreement are for convenience only and do not hold any substantive meaning.

34. Integration. This Agreement, including the Exhibits attached hereto, shall be construed and enforced as the fully integrated expression of the Parties' agreement with respect to the matters addressed. No express or implied covenant not specifically set forth herein shall be a part of this Agreement. The Parties expressly aver that no representations other than those specifically set forth in this Agreement have been relied upon by either Party to induce it to enter into this Agreement.

35. Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same instrument.

36. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado and applicable federal law.

37. No Presumption. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

38. Assignment. Except for the assignment by Piney Lake to any successor in-interest to all or any portion of the Property, as determined by Piney Lake, for the development of approximately one hundred and eighty (180) residential single-family units, this Agreement shall not be assignable by Piney Lake or City without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

39. Binding Effect; Covenants Run with the Land. The covenants, terms, conditions and provisions set forth in this Agreement shall be binding upon and inure to the benefit of the Parties hereto and to their respective successors and permitted assigns and shall run with the Property. This Agreement or a Memorandum of Agreement may be executed by the Parties and recorded against the Property.

40. Limitation in Damages. Neither Party is entitled to recover and special, consequential, or punitive damages for the other Party's breach of this Agreement.

[Signature page and Exhibits follow.]

IN WITNESS WHEREOF, Parties have executed this Agreement effective as set forth above.

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

James M. Twombly, City Manager

Date

Approved as to form for Aurora:

Ian J Best
Ian Best, Assistant City Attorney

11/2/21

Date

21038991

ACS #

State of Colorado)
) ss
County of Arapahoe)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by James M. Twombly, City Manager, acting on behalf of the Utility Enterprise of the City of Aurora, Colorado.

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

(Seal)

Piney Lake Trails, LLC, a Colorado limited liability company

Print Name/Title

Signature

Date

State of Colorado)
) ss
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by
_____, _____, acting on behalf of the
_____.

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

(Seal)

Exhibit A

Property Description

Exhibit B

Piney Lake Water Rights

Exhibit C

Water and Sewer System

(As to be Built)

Exhibit D

Customer Water Service Agreement

Water Administration
15151 E. Alameda Parkway, Suite 3600
Aurora, Colorado 80012
303.739.7370

March 17, 2021

Piney Lake Trails, LLC
c/o Cornerstone Insight
10129 Summit View Pointe
Highlands Ranch, CO 80126
Attn: Jill Repella

RE: Contingent Willingness to Serve – Piney Lake Trails property southeast of S. Sampson Gulch Way (County Line Road) and N. Piney Lake Road in Douglas County, CO

Dear Mr. Clark:

Please accept this letter as preliminary willingness by Aurora Water to provide the above referenced property water and sanitary sewer service. Aurora Water has reviewed the site plan and lot layout of the proposed subdivision and is willing to serve up to 180 single-family residences and common area irrigation upon the satisfaction of certain conditions.

A Water and Sewer Service Agreement between Piney Lake Trails, LLC and the City of Aurora is being negotiated between City Staff and Piney Lake Trails, LLC, and must be approved by City Council. The agreement will be presented to Aurora City Council in April or May 2021 for approval.

Both water and sanitary sewer services can be provided from existing service lines located adjacent to the property along County Line Road, on the northern boundary of this proposed subdivision. Additional infrastructure connecting to these existing lines necessary to serve the subdivision shall be the responsibility of the Developer. This infrastructure shall be built to the standards and requirements of the City. Such infrastructure shall be conveyed to the City upon completion and acceptance.

Further, service is contingent upon the conveyance of the ground water rights that underlie the property from the property owner to the City and property rights (easements and/or dedications) sufficient to allow efficient operation/expansion of Aurora's water and sanitary sewer systems. All irrigation will be subject to City of Aurora Water Conservation team review and approval.

If you have any questions or concerns regarding this matter, do not hesitate to contact me.

Sincerely,



Marshall P. Brown
General Manager, Aurora Water

Exhibit "A"

Legal Description of the Land

The North 1/2 of Section 4, Township 6 South, Range 65 West, of the Sixth Principal Meridian, County of Douglas, State of Colorado.

Excepting therefrom those portions conveyed in deeds recorded June 23, 1997, in Book 1441 at Page 1439, recorded February 11, 1999, in Book 1667 at Page 1884, recorded June 16, 2004, at Reception No. 2004062517, and recorded May 23, 2019, at Reception No. 585891 at Book 794, Page 651.

Exhibit "B"

Piney Lake Water Rights

Those certain water rights adjudicated in the Findings of Fact, Conclusions of Law, Judgment and Decree dated March 22, 2005, entered by the District Court, Water Division No. 1, State of Colorado in Case No. 2004CW035, as set forth below:

Aquifers	Acreage	Saturated Section (ft)	Specific Yield	Volume (acre-feet)	Annual Appropriation	Status
Upper Dawson	284.0	55.0	20%	3,122	31.2	Not Nontributary
Lower Dawson	321.0	40.0	20%	2,569	25.7	Non tributary
Denver	346.0	240.0	17%	14,133	141.3	Nontributary
Arapahoe	353.8	255.0	17%	15,337	153.4	Nontributary
Laramie-	353.8	210.0	15%	11,145	111.4	Nontributary
			TOTAL	46,306	463.0	

manner required by law. The Applicant has confirmed that no person has a lien or mortgage on, or deed of trust to, the overlying land recorded in the county in which the overlying land is located. Therefore, no notice pursuant to C.R.S. § 37-92-302(2)(b) is required. The Water Court has jurisdiction over the subject matter of this application, pursuant to C.R.S. §§ 37-92-302(2) and 37-90-137(6), and over all persons who have standing to appear as parties, whether they have appeared or not.

3. **History of Case:** The City of Aurora filed the only statement of opposition in this case. The time for filing such statements has passed. No petitions to intervene have been filed herein. Applicant has entered a stipulation with the City of Aurora, dated December 1, 2004 consenting to the entry of a decree. On June 18, 2004 the Division Engineer, Water Division One, filed a Summary of Consultation held June 15, 2004 with the Water Referee. The Determination of Facts Reports of the State Engineer were filed with the Court on May 28, 2004, as required by C.R.S. § 37-92-302(2). The Water Referee has given these reports due consideration.

4. **Well permits:** Wells for withdrawing the groundwater sought to be decreed by this Application have not yet been constructed, nor have applications for well permits been filed with the State Engineer.

5. **Legal Description of Subject Property:** The property which is the subject of this application is approximately 353.785 acres of land in the North ½ of Section 4, Township 6 South, Range 65 West of the 6th P.M., in Douglas County, Colorado, as shown on the location map in Exhibit A attached hereto and as more particularly described in Exhibit B attached hereto ("Subject Property"). The wells that will withdraw the subject groundwater will be located at any location subject to C.R.S. § 37-90-137(4). Applicant is the only owner of the Subject Property. In the original application, the Subject Property was stated as being 356.545 acres. Additional research completed by the applicant after the application was filed with the court revealed that the original United States patents to the North ½ of Section 4 indicate that this half section is 352.24 acres, 32.24 acres larger than a typical half section of 320 acres, but less than the acreage originally claimed in the application. This decree incorporates Applicant's reduction in the claimed acreage of the Subject Property to 353.785 acres, which equals the acreage of the North ½ of Section 4 less .455 acres conveyed to Douglas County for road right-of-ways as described in Exhibit B attached hereto.

6. **Sources of Groundwater:** The sources of groundwater underlying the Subject Property include not nontributary groundwater within the Upper Dawson aquifer, as described in C.R.S. § 37-90-103(10.7), and nontributary groundwater within the Lower Dawson, Denver, Arapahoe and Laramie-Fox Hills aquifers, as described in C.R.S. § 37-90-103(10.5).

7. **Amount Claimed:** Applicant seeks confirmation of its right to withdraw all of the legally available groundwater in the Upper Dawson, Lower Dawson, Denver, Arapahoe and Laramie-Fox Hills aquifers underlying the Subject Property. A review of the records in the State Engineer's office disclosed that there is an existing well withdrawing ground water from the aquifer underlying the land claimed by the applicant. To prevent material injury to such vested

water rights, the quantity of water underlying the land claimed in the application which is considered available for withdrawal has been reduced. This reduction was based on a calculation of the area necessary to provide a quantity of water underlying such lands as would be sufficient for the persons entitled to divert water under existing rights to divert the average annual amount of water from the aquifer for the minimum aquifer life of 100 years. The effect of this calculation is to reduce the land available for calculating the quantity of water underlying the land claimed in the application. This required acreage reduction, from the original 353.8 acres, is shown in Table 1 below for the Upper Dawson, Lower Dawson and Denver aquifers.

Estimates of the average annual amounts of water available from each aquifer and the nontributary/not nontributary status of the water, as indicated in Table 1 below, are based upon the aquifer characteristics in the Denver Basin Rules, 2 C.C.R. 402.5 to 402.7, and the Determinations of Fact of the State Engineer filed with the court May 28, 2004.¹

TABLE 1: Water Availability for Subject Property

Aquifers	Acreage	Saturated Section (ft)	Specific Yield	Volume (acre-feet)	Annual Appropriation (af/yr)	Status
Upper Dawson	284.0	55.0	20%	3,122	31.2	Not Nontributary
Lower Dawson	321.0	40.0	20%	2,569	25.7	Nontributary
Denver	346.0	240.0	17%	14,133	141.3	Nontributary
Arapahoe	353.8	255.0	17%	15,337	153.4	Nontributary
Laramie-Fox Hills	353.8	210.0	15%	11,145	111.4	Nontributary
			TOTAL	46,306	463.0	

8. **Proposed Uses:** The groundwater claimed herein will be used, reused, successively used or otherwise disposed of for municipal, domestic, industrial, agricultural, commercial, irrigation, stock watering, recreation, fish and wildlife, fire protection and other beneficial uses, including augmentation, substitution and exchange, on or off the Subject Property. The waters will be withdrawn for immediate application to beneficial use, for storage and subsequent application to beneficial use, for exchange purposes, for the replacement of depletions resulting from the use of water from other sources and for all other augmentation purposes, including taking credit for all return flows as augmentation for, or as offsets against, out-of-priority tributary depletions. Applicant claims the right to use or re-use to extinction, and/or to take return flow credit for, all of the not nontributary and nontributary groundwater which is subject to this Application, subject to the provisions of Rule 8 of the Denver Basin Rules, 2 C.C.R. 402-6, regarding 2% relinquishment of nontributary groundwater and subject to future augmentation requirements of the not nontributary groundwater.

¹ The amount of water claimed in the application was subsequently reduced by Applicant due to the reduction in the Subject Property's acreage as described in Paragraph 5 of this decree.

CONCLUSIONS OF LAW

9. The application was filed with the Water Court pursuant to C.R.S. § 37-92 302(1)(a) and is one contemplated by law. *See* C.R.S. § 37-92-137(6). The City of Aurora filed the only statement of opposition in this case and the time for filing such statements has expired pursuant to C.R.S. § 37-92-302(1)(c). Full and adequate notice of the claims adjudicated herein has been given in the manner required by law. *See* C.R.S. § 37-92-302(3). The Applicant has entered into a stipulation with the City of Aurora, dated December 1, 2004 consenting to the entry of a decree.

10. The Water Court has jurisdiction over the subject matter of this case, pursuant to C.R.S. §§ 37-92-203(1), 37-92-302(2) and 37-90-137(6), and over all persons who have standing to appear as parties, whether they have appeared or not.

11. The application for a decree confirming Applicant's right to withdraw and use the groundwater described herein, pursuant to C.R.S. § 37-90-137(6), should be granted subject to the provisions of this decree and a court-approved augmentation plan for the replacement of depletions due to withdrawals of the not nontributary Upper Dawson aquifer groundwater as required by C.R.S. § 37-90-137(9)(c).

12. The withdrawal of the groundwater decreed herein in accordance with the terms of this decree and court approval of an augmentation plan for the withdrawal of the not nontributary Upper Dawson aquifer groundwater decreed herein will not result in material injury to vested water rights of others.

13. The groundwater rights sought to be decreed in this case are not governed by the appropriation doctrine. The rights adjudicated in this case are vested property rights notwithstanding the fact that the groundwater has not yet been diverted and applied to beneficial use.

JUDGMENT AND DECREE

14. The Findings of Fact and Conclusions of Law set forth above are hereby incorporated into the terms of this Decree as if the same were fully set forth herein.

15. The Application is hereby granted and Applicant may withdraw the groundwater from each aquifer in the average annual amounts as indicated in Table 1 in paragraph 7 above, subject to the provisions of this decree and a court-approved augmentation plan for the replacement of depletions due to withdrawals of the not nontributary Upper Dawson aquifer groundwater as required by C.R.S. § 37-90-137(9)(c). Applicant may withdraw more than the average annual amounts pursuant to Rule 8A of the Statewide Rules, 2 C.C.R. 402-7.

16. Prior to constructing any wells that will withdraw the subject groundwater, Applicant will apply to the State Engineer for a well permit. In considering applications for any

well permits described in this Application, the State Engineer shall be bound by this decree and shall issue permits in accordance with the provisions of C.R.S. §§ 37-90-137(4) and (10). The permit requirement that the location of new wells be at a distance of more than six hundred feet from an existing well, as provided in C.R.S. § 37-90-137(2)(b)(I) and 2 C.C.R. 402-7(11)(C)-(D), to the extent this requirement would apply to any wells on the Subject Property, is hereby waived.

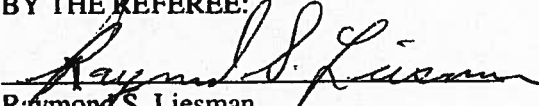
17. Applicant may construct additional, supplemental or replacement wells as are necessary to maintain production levels in each aquifer, to meet water supply demands or to recover the entire amount of groundwater in the subject aquifers underlying the Subject Property without publishing additional notice or filing any additional pleading with the Court. As additional wells are planned, applications shall be filed in accordance with C.R.S. § 37-90-137(10). Two or more wells constructed into an aquifer shall be considered a well field. In affecting production from such well field, Applicant may produce the entire amount that may be produced hereunder through any combination of wells within the field.

18. Each well will be completed to the bottom of the aquifer into which it is drilled. For the purposes of this decree, the Applicant will rely on the well depth set forth in the Determination of Facts issued by the State Engineer. The wells will withdraw the subject groundwater at rates of flow necessary to efficiently withdraw the groundwater. Not nontributary groundwater will not be withdrawn until a plan for augmentation is approved by the Court pursuant to C.R.S. § 37-90-137(9)(c).

19. The Court retains jurisdiction as necessary to provide for the adjustment of the annual amount of withdrawal allowed to conform to actual local aquifer characteristics from adequate information obtained from well drilling or test holes, pursuant to C.R.S. § 37-92-305(11).

Dated this 28th day of February, 2005.


BY THE REFEREE:

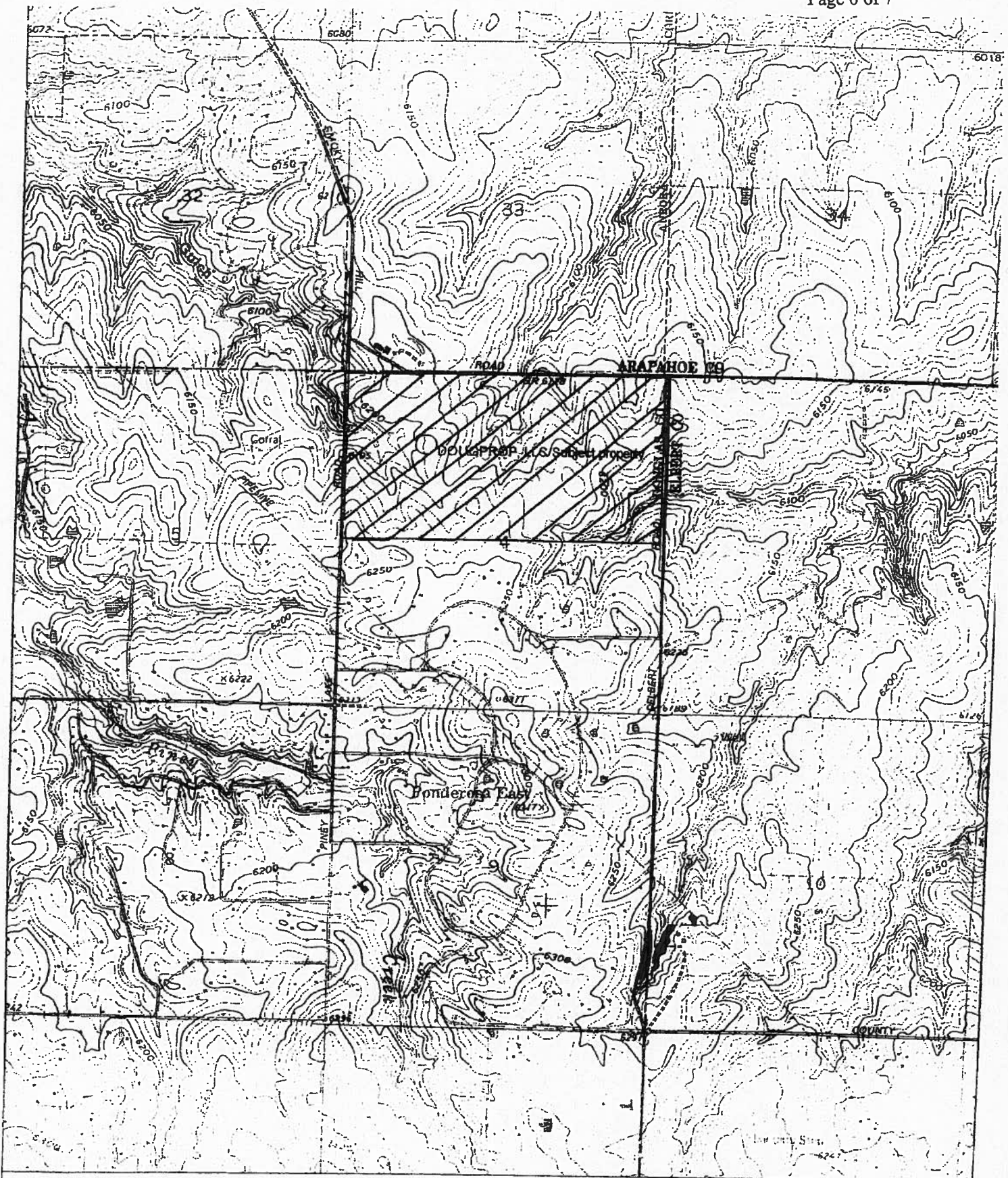

Raymond S. Liesman
Water Referee

THE COURT FINDS: NO PROTEST WAS FILED IN THIS MATTER.

THE FOREGOING RULING IS CONFIRMED AND APPROVED, AND IS HEREBY MADE THE JUDGMENT AND DECREE OF THIS COURT.

Dated: MAR 22 2005


ROGER A. KLEIN
Water Judge
Water Division No. 1
State of Colorado



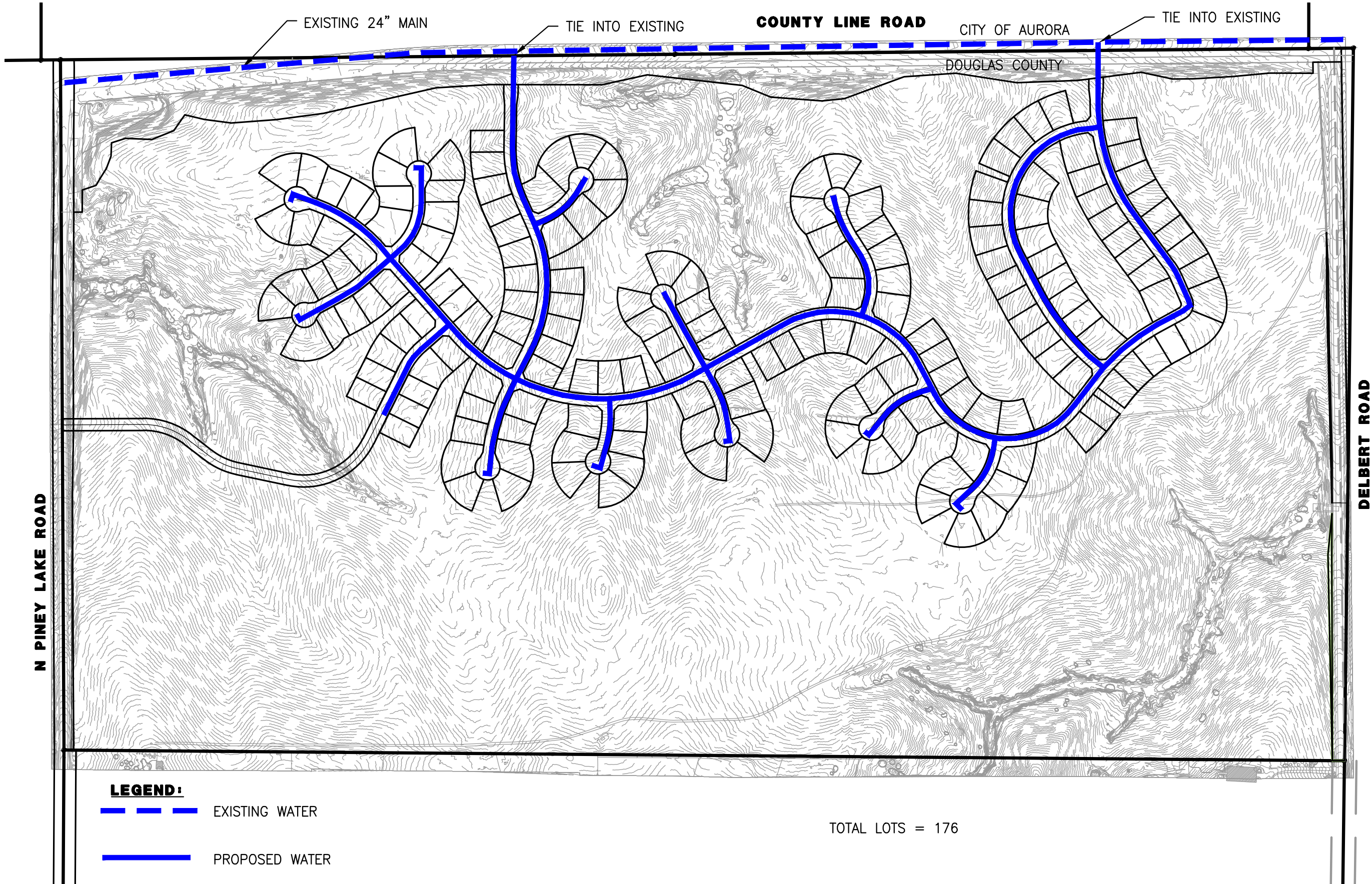
Name: PINEY CREEK
Date: 10/26/2004
Scale: 1 inch equals 2000 feet

Location: 039° 33' 21.3" N 104° 40' 09.3" W
Caption: Exhibit "A" - Subject Property
T6S, R65W, 6th P.M.
353.785 acres more or less

Exhibit B

Description of Subject Property

The North half of Section 4, Township 6 South, Range 65 West of the 6th Principal Meridian, in Douglas County, Colorado, excluding .130 acres of land conveyed to the Board of County Commissioners of Douglas County in 1999 for the Piney Lake Road right-of-way and excluding .325 acres of land conveyed to the Board of County Commissioners of Douglas County in 1997 for the Delbert Road right-of-way. Containing 353.785 acres more or less.

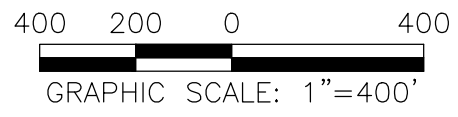


- LEGEND:**
- EXISTING WATER
 - PROPOSED WATER

TOTAL LOTS = 176

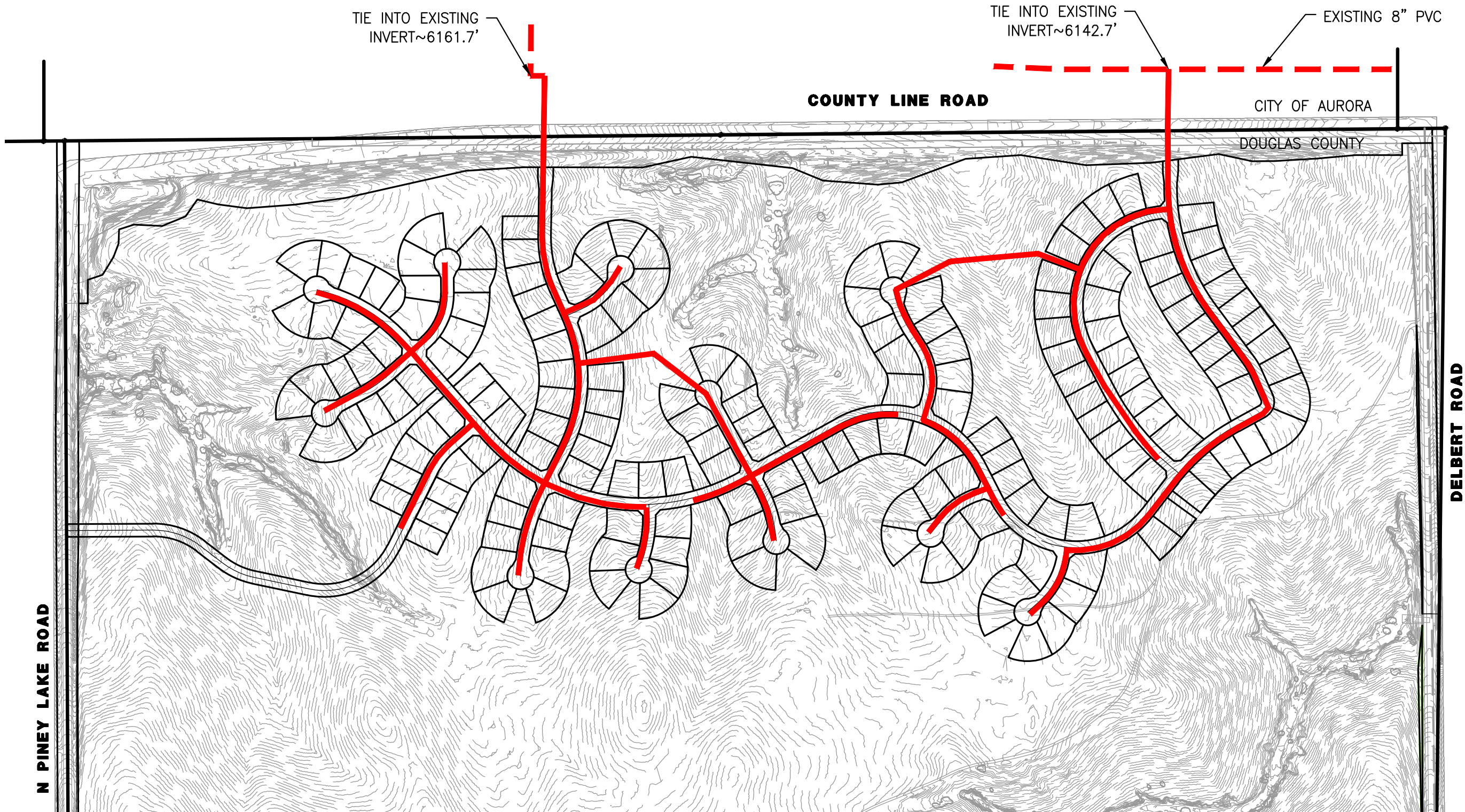


9801 EAST EASTER AVE
CENTENNIAL, CO 80112
303.537.8020
rickengineering.com





PINEY LAKE TRAILS
CONCEPT WATER PLAN

PROJECT NO:	D02211
DRAWN BY:	BG
CHECKED BY:	RF
SCALE:	1"=400'
DATE:	11/18/2021



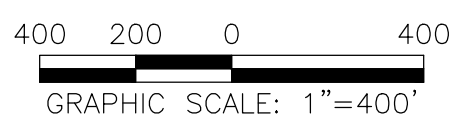
LEGEND:

-  EXISTING SEWER
-  PROPOSED SEWER

TOTAL LOTS = 176



9801 EAST EASTER AVE
CENTENNIAL, CO 80112
303.537.8020
rickengineering.com



PINEY LAKE TRAILS
CONCEPT SEWER PLAN

PROJECT NO:	D02211
DRAWN BY:	BG
CHECKED BY:	RF
SCALE:	1"=400'
DATE:	11/18/2021

AURORA WATER SUPPLY AGREEMENT

Premise ID: _____

Tap #: _____

Licensed Property Address: _____

Distributor No.: _____

THIS AGREEMENT, is made and entered into this _____ day of _____, _____, by and between the City of Aurora, Colorado, acting by and through its Utility Enterprise ("Aurora Water"), and _____ of _____, _____, Colorado ("Property Owner").

Property Owner Printed Name

WHEREAS, the Licensed Property has or may have sources of water supply other than the Aurora Water system; and

WHEREAS, the Property Owner desires to obtain water and wastewater services from the water works system of Aurora Water.

NOW THEREFORE, the parties agree as follows:

Subject to the following requirements, Aurora Water authorizes a _____ inch tap, number _____, to its water works system to serve _____:

1. The Property Owner will comply with the Aurora City Code and Aurora Water Rules and Regulations (each as amended) at all times and shall not cause or permit any cross-connection between any non-Aurora Water source and the Licensed Property's service connection.
 - a. The Property Owner shall, at his/her cost, install a backflow prevention assembly approved by Aurora Water. This assembly must be tested annually by a certified backflow technician, and the results provided to Aurora Water's Cross-Connection Control section.
2. Inspection. All well cut-offs or disconnects must be inspected by Aurora Water personnel before back fill. Aurora Water personnel shall be given free access to the premises at reasonable hours for purposes of routine inspections and as-needed for emergency situations.
3. This Agreement is binding on all future owners of the Licensed Property and is subject to the Aurora City Charter, City Code, and all Aurora Water Rules and Regulations.

THEREFORE, the parties have executed this Agreement.

Property Owner or Agent Signature

Aurora Water Representative

Water Policy Committee (WPC) Meeting
November 17, 2021

Members Present: Council Member Allison Hiltz Vice Chair (Absent); Council Member Alison Coombs

Absent: Council Member Crystal Murillo Chair

Others Present: Casey Rossman, Leiana Baker, Greg Baker, Gail Thrasher, Steve Sciba, Kathy Kitzmann, Abba Ahmed, Sarah Young, Laura Perry, Christine McKenney, Alex Davis, Marshall Brown, Fernando Aranda, Jack Bajorek, Ian Best, Dan Brotzman, Chad DiFalco, Rory Franklin, Sonya Gonzalez, Greg Hansen, Rick Kienitz, Janet Marlow, John Murphy, Stephanie Neitzel

4. Piney Lake Trails LLC Water and Sewer Services Agreement

Summary of Issue and Discussion: S. Young shared a map showing the proposed development outside of Aurora City limits that has requested water and sewer service from Aurora Water to serve 180 single family homes and common area irrigation. The low density "Piney Lake Trails" development is located south of County Line Road and the Blackstone Country Club, between S. Powhaton Road and S. Monaghan Road.

Council Member Coombs asked, what are the lot sizes and are they irrigating the backyard? S. Young replied, one acre. They have the ability to decrease the turf size and thus decrease the calculation of the connection fees to help encourage the use of less irrigation on those large lots. M. Brown added, they are eligible to through the allocation agreement, which is voluntary. A large lot is going to trigger their connection fee to go up. These properties are paying one and a half times the rates and fees. There are strong financial incentives for them to create efficiencies in outdoor irrigation. These lots will have no turf in the front yards.

Outcome: The Committee supports the Piney Lake Trails LLC Water and Sewer Services Agreement and forwarded to Study Session for consideration.

Follow-Up Action: The Committee supports the Piney Lake Trails LLC Water and Sewer Services Agreement and forwarded to Study and will forward to Study Session for consideration.



LEGEND

- PRIMARY ACCESS POINT
- SECONDARY ACCESS OPTION
- RESIDENTIAL PLANNING AREA
- OPEN SPACE

PLANNING AREA	LAND USE	APPROX. ACRES	RESIDENTIAL	
			DU/ACRE	MAX UNITS
PA-1	RESIDENTIAL	64.4	1.40	90
PA-2	RESIDENTIAL	52.6	1.62	85
OS-1	OPEN SPACE	213.7		
TOTAL		330.7	0.53	175

LAND USE SUMMARY		
LAND USE	ACRES	PERCENTAGE
RESIDENTIAL	117.0	35%
OPEN SPACE	213.7	65%
TOTAL	330.7	

MINIMUM LOT SIZE: 10,000 SQ.FT



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado for the acquisition of certain real property for Aurora Water

Item Initiator: Alexandra Davis, Deputy Director of Water Resources, Aurora Water

Staff Source/Legal Source: Alexandra Davis, Deputy Director of Water Resources, Aurora Water / Ian Best, Assistant City Attorney

Outside Speaker: N/A

Council Goal: 2012: 3.3--Pursue a water resource acquisition and delivery plan

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 12/20/2021

ITEM DETAILS:

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated Presentation/discussion time

Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado for the acquisition of certain real property for Aurora Water

Waiver of reconsideration: Waiver requested due to the short time period before closing

Sponsor: Alexandra Davis, Deputy Director of Water Resources, Aurora Water

Staff Source: Alexandra Davis, Deputy Director of Water Resources, Aurora Water / Ian Best, Assistant City Attorney

Outside Speaker: N/A

Estimated presentation/discussion time: 5 min. / 5 min.

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

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

Reason for waiver is described in the Item Details field.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

- | | |
|---|---|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input type="checkbox"/> 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.)*

None.

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

Aurora Water Staff has negotiated the purchase of two thirty-seven- and one-half acre plots of land, a total of 75 acres along with a temporary construction easement and permanent pipeline and power easement between the two plots. The purchase of the land and easement will support existing and future water supply projects in the area. The recommended purchase price of the land and easements will be approximately one million eight hundred and two thousand, two hundred thirty-three dollars (\$1,802,233.00).

QUESTIONS FOR COUNCIL

Does Council support the Resolution of the City Council of the City of Aurora for the acquisition of certain real property for Aurora Water?

LEGAL COMMENTS

The City of Aurora has the authority to acquire, hold, lease, and dispose of property, both real and personal. Colorado Revised Statute Section 31-15-101(d). 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. City Code Section 2-31. All real property acquisitions of \$500,000 or more must be approved by formal City Council action. (Business Policy Memorandum No. 4-14) (M. Gardner). Section 138-28 authorizes the City's Utility Enterprise to acquire, construct, operate, maintain, improve and extend water, wastewater, and storm drainage facilities within or without the corporate boundaries of Aurora, and to make contracts, acquire lands, and do all things that are necessary or convenient therefore.(Best).

PUBLIC FINANCIAL IMPACT

☒ YES ☐ NO

If yes, explain: Funding for this real property acquisition will be from the Capital Improvement Program, Water Fund, in the amount of \$1,802,233.00.

ORG: 52700 (Homestake/Eagle River Project)

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,
APPROVING THE ACQUISITION OF CERTAIN REAL PROPERTY FOR AURORA
WATER

WHEREAS, a certain landowner (“Seller”) is the owner of two thirty-seven and one half (37.5) acre plots totaling seventy-five (75) acres of land (“Land”); and

WHEREAS, the Seller is also willing to grant the City of Aurora, acting by and through its Utility Enterprise (“City”) both a temporary construction easement and a permanent waterline and powerline easement between the Land (together the “Easements”); and

WHEREAS, the City intends to purchase the Land and Easements due to its proximity other important City projects in the area; and

WHEREAS, the purchase price of the Land will be one million seven hundred and sixty-seven thousand, two hundred and twenty-five dollars (\$1,767,225.00), and

WHEREAS, the cost of the waterline and powerline easement will be forty-nine cents (\$.49) per square foot totaling approximately thirty five thousand and eight dollars (\$35,008.00), and the temporary construction easement shall be at no cost to the City; and

WHEREAS, Aurora City Code Section 138-28 authorizes the City’s Utility Enterprise to acquire, construct, operate, maintain, improve and extend water, wastewater, and storm drainage facilities within or without the corporate boundaries of Aurora, and to make contracts, acquire lands, and do all things that are necessary or convenient therefore; and

WHEREAS, the City is authorized to acquire necessary real property pursuant to the procedures established in BPM 4-14.

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

Section 1. The contract to buy and sell real estate between City and Seller is hereby approved.

Section 2. The Mayor and City Clerk are hereby authorized to execute the agreement 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:

CMcK
Ian J Best

IAN BEST, ASSISTANT CITY ATTORNEY

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS3-6-15) (Mandatory 1-16)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

**CONTRACT TO BUY AND SELL REAL ESTATE
(COMMERCIAL)
(☒ Property with No Residences)
(☐ Property with Residences-Residential Addendum Attached)**

Date: October 22, 2021

AGREEMENT

1. AGREEMENT. Subject to the terms herein, Buyer agrees to buy and Seller agrees to sell, the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer. Buyer, City of Aurora, Colorado, a Colorado Municipal Corporation of the Counties of Adams, Arapahoe and Douglas, acting by and through its Utility Enterprise, whose address is 15151 East Alameda Parkway, Suite 3600, Aurora, Colorado 80012, will take title to the Property described below as ☐ **Joint Tenants** ☐ **Tenants In Common** ☒ **Other** Municipality.

2.2. No Assignability. This Contract **Is Not** assignable by Buyer unless otherwise specified in **Additional Provisions**.

2.3. Seller. Seller, John E. Hoffman, individually as purchaser of the Property described below.

2.4. Property. The Property is all or the agreed upon portion of the real estate in the County of Eagle, Colorado as set forth on Exhibit A together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, and all interest of Seller in vacated streets and alleys adjacent thereto, except all mineral and subsurface rights and otherwise as herein excluded (Property).

2.5. Inclusions. The Purchase Price includes the following items (Inclusions): None.

2.6. Exclusions. The following items are excluded (Exclusions): Excluded from the Property being conveyed are the personal property of the Seller and all subsurface minerals ("Minerals") underlying the property, including but not limited to oil, gas, coal, coalbed methane, hydrocarbons, and metals of every kind and nature (but excluding sand and gravel), together with the right to prospect for, mine, and extract such Minerals within and under the Premises: provided, however, that nothing herein shall be construed as reserving unto Seller, and Seller specifically and irrevocably disclaims, waives, and releases (1) any right to locate wells, drill sites, mine entrances, pipelines, storage tanks, or other facilities on the Property, (2) any easement on or over the surface of the Property for the purpose of prospecting for, mining, extracting, transporting (other than on Homestead Road or any other public roads), or storing such Minerals, or (3) any right to extract such Minerals by any surface mining methods or to disturb or damage the surface of the Premises or any improvements, including but not limited to reservoirs, pumps, pump houses, generators, pipelines and any related infrastructure related to water storage and transport operations, thereon in any manner whatsoever.

2.7. Water Rights, Well Rights, Water and Sewer Taps. None

3. DATES AND DEADLINES.

Item No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	N/A
		Title	
2	§ 8.1	Record Title Deadline	20 days after MEC
3	§ 8.2	Record Title Objection Deadline	25 days after MEC* ¹
4	§ 8.3	Off-Record Title Deadline	5 days after MEC*
5	§ 8.3	Off-Record Title Objection Deadline	25 days after MEC*
6	§ 8.4	Title Resolution Deadline	30 days after MEC*
7	§ 8.6	Right of First Refusal Deadline	N/A
		Owners' Association	

¹ *The Date or Deadlines containing an asterisk (*) may be extended by agreement of the parties if the Buyer or its consultants are unable to access the high altitude Property because of inclement weather or accessibility due to snow.

Item No.	Reference	Event	Date or Deadline
8	§ 7.3	Association Documents Deadline	N/A
9	§ 7.4	Association Documents Objection Deadline	N/A
		Seller's Property Disclosure	
10	§ 10.1	Seller's Property Disclosure Deadline	N/A
		Loan and Credit	
11	§ 5.1	Loan Application Deadline	N/A
12	§ 5.2	Loan Objection Deadline	N/A
13	§ 5.3	Buyer's Credit Information Deadline	N/A
14	§ 5.3	Disapproval of Buyer's Credit Information Deadline	N/A
15	§ 5.4	Existing Loan Documents Deadline	N/A
16	§ 5.4	Existing Loan Documents Objection Deadline	N/A
17	§ 5.4	Loan Transfer Approval Deadline	N/A
18	§ 4.7	Seller or Private Financing Deadline	N/A
		Appraisal	
19	§ 6.2	Appraisal Deadline	5 days after MEC
20	§ 6.2	Appraisal Objection Deadline	10 days after MEC
21	§ 6.2	Appraisal Resolution Deadline	12 days after MEC
		Survey	
22	§ 9.1	New ILC or New Survey Deadline	15 days after MEC*
23	§ 9.3	New ILC or New Survey Objection Deadline	20 days after MEC*
24	§ 9.4	New ILC or New Survey Resolution Deadline	25 days after MEC*
		Inspection and Due Diligence	
25	§ 10.3	Inspection Objection Deadline	15 days after MEC
26	§ 10.3	Inspection Resolution Deadline	20 days after MEC
27	§ 10.5	Property Insurance Objection Deadline	15 days after MEC
28	§ 10.6	Due Diligence Documents Delivery Deadline	N/A
29	§ 10.6	Due Diligence Documents Objection Deadline	N/A
30	§ 10.6	Due Diligence Documents Resolution Deadline	N/A
31	§ 10.6	Environmental Inspection Objection Deadline	20 days after MEC
32	§ 10.6	ADA Evaluation Objection Deadline	N/A
33	§ 10.7	Conditional Sale Deadline	N/A
34	§ 11.1	Tenant Estoppel Statements Deadline	N/A
35	§ 11.2	Tenant Estoppel Statements Objection Deadline	N/A
		Closing and Possession	
36	§ 12.3	Closing Date	See Addendum
37	§ 17	Possession Date	Delivery of the deed
38	§ 17	Possession Time	Delivery of the deed
39	§ 28	Acceptance Deadline Date	October 22, 2019
40	§ 28	Acceptance Deadline Time	5:00 PM. Denver Time

3.1. Applicability of Terms. Any box checked in this Contract means the corresponding provision applies. Any box, blank or line in this Contract left blank or completed with the abbreviation "N/A", or the word "Deleted" means such provision, including any deadline, is not applicable and the corresponding provision of this Contract to which reference is made is deleted. If no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract.

4. PURCHASE PRICE AND TERMS.

4.1. Price and Terms. The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	\$	See Addendum
2	§ 4.3	Earnest Money – initial and additional		\$ 24,999.00
3	§ 4.5	New Loan		\$

4	§ 4.6	Assumption Balance		\$
5	§ 4.7	Private Financing		\$
6	§ 4.7	Seller Financing		\$
7				
8				
9	§ 4.4	Cash at Closing		\$
10		TOTAL	\$	\$ See Addendum

4.2. Seller Concession. At Closing, Seller will credit to Buyer \$N/A (Seller Concession). The Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender and is included in the Closing Statement or Closing Disclosure, at Closing. Examples of allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

4.3. Earnest Money. The initial Earnest Money in the amount of \$24,999.00 shall be in the form of a City of Aurora check, payable to and held by Seller. The title company shall be: Land Title Guarantee Company 3033 East First Avenue, Suite 600 Denver, CO 80206, Attention Mindy Humphrey Sales - Commercial Group, Direct: 303-331-6274, Cell: 303-618-6569, email mhumphrey@ltgc.com. The Parties acknowledge a Letter of Intent, dated October 22, 2021 between them regarding this transaction and the Letter of Intent governs the Earnest Money until this Contract is fully executed. The parties authorize delivery of the Earnest Money deposit to the Title Company conducting the Closing on or before Closing

4.3.1. Intentionally deleted.

4.3.2. Return of Earnest Money. If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 25 and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form.

4.4. Form of Funds; Time of Payment; Available Funds.

4.4.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller's check, City Check and cashier's check (Good Funds).

4.4.2. Time of Payment; Available Funds. All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT.** Buyer represents that Buyer, as of the date of this Contract, ☒ **Does** ☐ **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

TRANSACTION PROVISIONS

5. FINANCING CONDITIONS AND OBLIGATIONS. [intentionally omitted]

6. APPRAISAL PROVISIONS.

6.1. Appraisal Definition. An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.

6.2. Appraisal Condition. The applicable appraisal provision set forth below applies to the respective loan type set forth in § 4.5.3, or if a cash transaction (i.e. no financing), § 6.2.1 applies.

6.2.1. Conventional/Other. Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal Objection Deadline**, notwithstanding § 8.3 or § 13:

6.2.1.1. Notice to Terminate. Notify Seller in writing that this Contract is terminated; or

6.2.1.2. Appraisal Objection. Deliver to Seller a written objection accompanied by either a copy of the Appraisal or written notice from lender that confirms the Appraisal Value is less than the Purchase Price.

6.2.1.3. Appraisal Resolution. If an Appraisal Objection is received by Seller, on or before **Appraisal Objection Deadline**, and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution Deadline** (§ 3), this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such termination, i.e., on or before expiration of **Appraisal Resolution Deadline**.

94 **6.3. Lender Property Requirements.** If the lender imposes any requirements, replacements, removals or repairs,
95 including any specified in the Appraisal (Lender Requirements) to be made to the Property (e.g., roof repair, repainting), beyond
96 those matters already agreed to by Seller in this Contract, Seller has the Right to Terminate under § 25.1, (notwithstanding § 10 of
97 this Contract), on or before three days following Seller's receipt of the Lender Requirements, in Seller's sole subjective discretion.
98 Seller's Right to Terminate in this § 6.3 does not apply if, on or before any termination by Seller pursuant to this § 6.3: (1) the
99 parties enter into a written agreement regarding the Lender Requirements; or (2) the Lender Requirements have been completed; or
100 (3) the satisfaction of the Lender Requirements is waived in writing by Buyer.

101 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by
102 ☒ **Buyer** ☐ **Seller.** The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management
103 company, lender's agent or all three.

104 **7. OWNERS' ASSOCIATION.** This Section is applicable if the Property is located within a Common Interest Community
105 and subject to such declaration.

106 **7.1. Common Interest Community Disclosure.** THE PROPERTY IS LOCATED WITHIN A COMMON
107 INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF
108 THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE
109 COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE
110 ASSOCIATION. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL
111 OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY
112 ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE
113 ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE
114 DECLARATION, BYLAWS, AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE
115 OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE
116 ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION.
117 PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE
118 FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY
119 READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF
120 THE ASSOCIATION.

121 **7.2. Owners' Association Documents.** Owners' Association Documents (Association Documents) consist of the following:

122 **7.2.1.** All Owners' Association declarations, articles of incorporation, bylaws, articles of organization, operating
123 agreements, rules and regulations, party wall agreements;

124 **7.2.2.** Minutes of most recent annual owners' meeting;

125 **7.2.3.** Minutes of any directors' or managers' meetings during the six-month period immediately preceding the
126 date of this Contract. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.2.1, 7.2.2 and 7.2.3,
127 collectively, Governing Documents); and

128 **7.2.4.** The most recent financial documents which consist of: (1) annual and most recent balance sheet, (2) annual
129 and most recent income and expenditures statement, (3) annual budget, (4) reserve study, and (5) notice of unpaid assessments, if
130 any (collectively, Financial Documents).

131 **7.3. Association Documents to Buyer.**

132 **7.3.1. Seller to Provide Association Documents.** Seller is obligated to provide to Buyer the Association
133 Documents, at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the
134 Association Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon
135 Buyer's receipt of the Association Documents, regardless of who provides such documents.

136 **7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer has the Right to
137 Terminate under § 25.1, on or before **Association Documents Objection Deadline**, based on any unsatisfactory provision in any
138 of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after
139 **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 25.1 by Buyer's Notice to
140 Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive
141 the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing**
142 **Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to
143 Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory, and Buyer waives any
144 Right to Terminate under this provision, notwithstanding the provisions of § 8.6 (Right of First Refusal or Contract Approval).

145 **8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.**

146 **8.1. Evidence of Record Title.**

147 ☐ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance
148 company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish
149 to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase

150 Price, or if this box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be
151 issued and delivered to Buyer as soon as practicable at or after Closing.

152 ☒ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance
153 company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to
154 Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.
155 If neither box in § 8.1.1 or § 8.1.2 is checked, § 8.1.1 applies.

156 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment ☒ **Will** ☐ **Will Not** contain Owner's
157 Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard
158 exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics'
159 liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded), and (6)
160 unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC
161 will be paid by ☐ **Buyer** ☒ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** _____.
162 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over
163 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined
164 below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to
165 object under § 8.4 (Right to Object to Title, Resolution).

166 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations, covenants,
167 conditions and restrictions burdening the Property, and (2) copies of any other documents (or, if illegible, summaries of such
168 documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title
169 Documents).

170 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title
171 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county
172 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the
173 party or parties obligated to pay for the owner's title insurance policy.

174 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any
175 portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

176 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the
177 Title Documents as set forth in § 8.4 (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**.
178 Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding
179 § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or
180 Title Documents are not received by Buyer, on or before the **Record Title Deadline**, or if there is an endorsement to the Title
181 Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be
182 delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object
183 to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or
184 Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of
185 Title Objection, pursuant to this § 8.2 (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.4
186 (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents
187 required by § 8.1 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection
188 by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title
189 Commitment and Title Documents as satisfactory.

190 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing
191 surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation,
192 governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights of first refusal
193 and options) not shown by public records, of which Seller has actual knowledge (Off-Record Matters). Buyer has the right to inspect
194 the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement,
195 boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory
196 condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2 and § 13), in Buyer's sole subjective
197 discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by
198 Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and
199 object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3
200 (Off-Record Title), any title objection by Buyer and this Contract are governed by the provisions set forth in § 8.4 (Right to Object
201 to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline
202 specified above, Buyer accepts title subject to such rights, if any, of third parties of which Buyer has actual knowledge.

203 **8.4. Right to Object to Title, Resolution.** Buyer's right to object to any title matters includes, but is not limited to those
204 matters set forth in §§ 8.2 (Record Title), 8.3 (Off-Record Title) and 13 (Transfer of Title), in Buyer's sole subjective discretion. If
205 Buyer objects to any title matter, on or before the applicable deadline, Buyer has the following options:

206 **8.4.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice
207 of Title Objection) on or before the applicable deadline, and if Buyer and Seller have not agreed to a written settlement thereof on
208 or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller

209 receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such
210 items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the
211 Record Title Deadline or the Off-Record Title Deadline, or both, are extended to the earlier of Closing or ten days after receipt of
212 the applicable documents by Buyer, pursuant to § 8.2 (Record Title) or § 8.3 (Off-Record Title), the Title Resolution Deadline also
213 will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

214 **8.4.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 25.1, on or
215 before the applicable deadline, based on any unsatisfactory title matter, in Buyer's sole subjective discretion.

216 **8.5. Special Taxing Districts.** **SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION**
217 **INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE**
218 **PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK**
219 **FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE**
220 **CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH**
221 **INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE**
222 **SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY**
223 **TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY, AND BY OBTAINING**
224 **FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND**
225 **RECORDER, OR THE COUNTY ASSESSOR.**

226 Buyer has the Right to Terminate under § 25.1, on or before **Off-Record Title Objection Deadline**, based on any
227 unsatisfactory effect of the Property being located within a special taxing district, in Buyer's sole subjective discretion.

228 **8.6. Right of First Refusal or Contract Approval.** If there is a right of first refusal on the Property or a right to approve
229 this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the holder of the
230 right of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract will terminate.
231 If the right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and
232 effect. Seller must promptly notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or approval
233 of this Contract has not occurred on or before **Right of First Refusal Deadline**, this Contract will then terminate.

234 **8.7. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed
235 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,
236 including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,
237 unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property, and
238 various laws and governmental regulations concerning land use, development and environmental matters.

239 **8.7.1. OIL, GAS, WATER AND MINERAL** See Section 2.6 above.

240 **8.7.5. Title Insurance Exclusions.** Matters set forth in this Section, and others, may be excepted, excluded from,
241 or not covered by the owner's title insurance policy.

242 **8.8. Consult an Attorney.** Buyer is advised to timely consult legal counsel with respect to all such matters as there are
243 strict time limits provided in this Contract (e.g., **Record Title Objection Deadline** and **Off-Record Title Objection Deadline**).

244 9. NEW ILC, NEW SURVEY.

245 **9.1. New ILC or New Survey.** If the box is checked, a ☐ **New Improvement Location Certificate (New ILC)**
246 ☒ **New Survey** in the form of ALTA/NSPS Land Survey is required and the following will apply:

247 **9.1.1. Ordering of New ILC or New Survey.** ☐ **Seller** ☒ **Buyer** will order the New ILC or New Survey. The
248 New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a
249 date after the date of this Contract.

250 **9.1.2. Payment for New ILC or New Survey.** The cost of the New ILC or New Survey will be paid, on or before
251 Closing, by: ☐ **Seller** ☒ **Buyer** or:

252
253
254 **9.1.3. Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or the provider
255 of the opinion of title if an Abstract of Title), and Buyer's attorney will receive a New ILC or New Survey on or before **New ILC**
256 **or New Survey Deadline**.

257 **9.1.4. Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by the surveyor
258 to all those who are to receive the New ILC or New Survey.

259 **9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a New ILC or New
260 Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New**
261 **Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to
262 Seller incurring any cost for the same.

263 **9.3. New ILC or New Survey Objection.** Buyer has the right to review and object to the **New ILC or New Survey**. If
264 the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion,
265 Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3 or § 13:

266 **9.3.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

267 **9.3.2. New ILC or New Survey Objection.** Deliver to Seller a written description of any matter that was to be
268 shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.
269 **9.3.3. New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received by Seller, on
270 or before **New ILC or New Survey Objection Deadline**, and if Buyer and Seller have not agreed in writing to a settlement
271 thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or**
272 **New Survey Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection
273 before such termination, i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**.

274

DISCLOSURE, INSPECTION AND DUE DILIGENCE

275 **10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY AND DUE DILIGENCE.**

276 **10.1. Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to
277 Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed
278 by Seller to Seller's actual knowledge, current as of the date of this Contract.

279 **10.2. Disclosure of Latent Defects; Present Condition.** Seller must disclose to Buyer any latent defects actually known
280 by Seller. Seller agrees that disclosure of latent defects will be in writing. Except as otherwise provided in this Contract, Buyer
281 acknowledges that Seller is conveying the Property to Buyer in an "**As Is**" condition, "**Where Is**" and "**With All Faults.**"

282 **10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections
283 (by one or more third parties, personally or both) of the Property and Inclusions (Inspection), at Buyer's expense. If (1) the
284 physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical,
285 plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions, (3) service to the
286 Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing),
287 (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or
288 off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective
289 discretion, Buyer may, on or before **Inspection Objection Deadline**:

290 **10.3.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

291 **10.3.2. Inspection Objection.** Deliver to Seller a written description of any unsatisfactory physical condition that
292 Buyer requires Seller to correct.

293 **10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before **Inspection Objection**
294 **Deadline**, and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**,
295 this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection
296 Objection before such termination, i.e., on or before expiration of **Inspection Resolution Deadline**.

297 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement
298 between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at
299 Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer
300 must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify,
301 protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such
302 Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against
303 any such liability, damage, cost or expense, or to enforce this section, including Seller's reasonable attorney fees, legal fees and
304 expenses. The provisions of this section survive the termination of this Contract. This § 10.4 does not apply to items performed
305 pursuant to an Inspection Resolution.

306 **10.5. Insurability.** Buyer has the right to review and object to the availability, terms and conditions of and premium for
307 property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or before **Property Insurance**
308 **Objection Deadline**, based on any unsatisfactory provision of the Property Insurance, in Buyer's sole subjective discretion.

309 **10.6. Due Diligence.**

310 **10.6.1. Due Diligence Documents.** If the respective box is checked, Seller agrees to deliver copies of the following
311 documents and information pertaining to the Property (Due Diligence Documents) to Buyer on or before **Due Diligence**
312 **Documents Delivery Deadline**: NONE

313 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object to Due
314 Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory in Buyer's sole subjective
315 discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

316 **10.6.2.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or

317 **10.6.2.2. Due Diligence Document Objection.** Deliver to Seller a written description of any unsatisfactory
318 Due Diligence Documents that Buyer requires Seller to correct.

319 **10.6.2.3. Due Diligence Document Resolution.** If a Due Diligence Document Objection is received by
320 Seller, on or before **Due Diligence Document Objection Deadline**, and if Buyer and Seller have not agreed in writing to a
321 settlement thereof on or before **Due Diligence Document Resolution Deadline**, this Contract will terminate on **Due Diligence**

322 **Document Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Document Objection
323 before such termination, i.e., on or before expiration of **Due Diligence Document Resolution Deadline**.

324 **10.6.3. Zoning.** Buyer has the Right to Terminate under § 25.1, on or before **Due Diligence Documents Objection**
325 **Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over
326 the Property, in Buyer's sole subjective discretion.

327 **10.6.4. Due Diligence – Environmental, ADA.** Buyer has the right to obtain environmental inspections of the
328 Property including Phase I and Phase II Environmental Site Assessments, as applicable. ☐ Seller ☒ Buyer will order or provide
329 ☒ **Phase I Environmental Site Assessment**, ☐ **Phase II Environmental Site Assessment** (compliant with most current version
330 of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or ☐ Seller will provide existing
331 **Phase I and Phase II Environmental Site Assessment** and Buyer may update, at the expense of ☐ Seller ☐ Buyer
332 (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an evaluation whether the Property complies
333 with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be conducted at such times
334 as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property, if any.

335 If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the
336 **Environmental Inspection Objection Deadline** will be extended by thirty days (Extended Environmental Inspection Objection
337 **Deadline**) and if such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date**, the **Closing Date**
338 will be extended a like period of time. In such event, ☐ Seller ☐ Buyer must pay the cost for such Phase II Environmental Site
339 Assessment.

340 Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.5, Buyer has the
341 Right to Terminate under § 25.1, on or before **Environmental Inspection Objection Deadline**, or if applicable, the Extended
342 Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole
343 subjective discretion.

344 Buyer has the Right to Terminate under § 25.1, on or before **ADA Evaluation Objection Deadline**, based on any
345 unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

346 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property
347 owned by Buyer and commonly known as N/A. Buyer has the Right to Terminate under § 25.1 effective upon
348 Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such property is not sold and closed by
349 such deadline. This § 10.7 is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before
350 **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

351 **10.8. Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of the Leases to be assigned
352 to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the
353 Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller
354 enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably
355 withheld or delayed.

356 **11. TENANT ESTOPPEL STATEMENTS. [omitted]**
357

358

CLOSING PROVISIONS

359 **12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.**

360 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to
361 enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If
362 Buyer is obtaining a new loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing
363 Company, in a timely manner, all required loan documents and financial information concerning Buyer's new loan. Buyer and
364 Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this
365 transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or before Closing.

366 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions ☐ Are ☒ **Are Not** executed with
367 this Contract.

368 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as
369 the **Closing Date** or by mutual agreement at an earlier date. The hour and place of Closing will be as designated by
370 Earnest Money Holder.

371 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality, and extent of service vary
372 between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

373 **13. TRANSFER OF TITLE.** Subject to tender of payment at Closing as required herein and compliance by Buyer with the
374 other terms and provisions hereof, Seller must execute and deliver a good and sufficient Special Warranty Deed, which includes
375 the Seller's Exclusion of Mineral Interests described in Section 2.6 above, to Buyer, at Closing, conveying the Property free and

376 clear of all taxes except the general taxes for the year of Closing. Except as provided herein, title will be conveyed free and clear of
377 all liens, including any governmental liens for special improvements installed as of the date of Buyer's signature hereon, whether
378 assessed or not. Title will be conveyed subject to:

379 **13.1.** Those specific Exceptions described by reference to recorded documents as reflected in the Title Documents
380 accepted by Buyer in accordance with **Record Title**,

381 ~~**13.2.** Distribution utility easements (including cable TV);~~

382 ~~**13.3.** Those specifically described rights of third parties not shown by the public records of which Buyer has actual~~
383 ~~knowledge and which were accepted by Buyer in accordance with **Off Record Title and New ILC or New Survey**;~~

384 ~~**13.4.** Inclusion of the Property within any special taxing district; and~~

385 ~~**13.5.** Any special assessment if the improvements were not installed as of the date of Buyer's signature hereon, whether~~
386 ~~assessed prior to or after Closing; and~~

387 ~~**13.6.** Other _____.~~

388 **14. PAYMENT OF ENCUMBRANCES.** Any encumbrance required to be paid will be paid at or before Closing from the
389 proceeds of this transaction or from any other source.

390 **15. CLOSING COSTS, CLOSING FEE, ASSOCIATION FEES AND TAXES.**

391 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required
392 to be paid at Closing, except as otherwise provided herein.

393 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by ☐ Buyer ☐ Seller
394 ☒ **One-Half by Buyer and One-Half by Seller** ☐ **Other** _____.

395 **15.3. Status Letter and Record Change Fees.** Any fees incident to the issuance of Association's statement of
396 assessments (Status Letter) must be paid by ☒ **None** ☐ Buyer ☐ Seller ☐ **One-Half by Buyer and One-Half by Seller**.
397 Any record change fee assessed by the Association including, but not limited to, ownership record transfer fees regardless of name
398 or title of such fee (Association's Record Change Fee) must be paid by ☒ **None** ☐ Buyer ☐ Seller ☐ **One-Half by Buyer**
399 **and One-Half by Seller**.

400 **15.4. Local Transfer Tax.** ☐ **The Local Transfer Tax** of N/A % of the Purchase Price must be paid at Closing by ☐
401 **None** ☐ Buyer ☐ Seller ☐ **One-Half by Buyer and One-Half by Seller**.

402 **15.5. Private Transfer Fee.** Private transfer fees and other fees due to a transfer of the Property, payable at Closing, such
403 as community association fees, developer fees and foundation fees, must be paid at Closing by ☒ **None** ☐ Buyer ☐ Seller
404 ☐ **One-Half by Buyer and One-Half by Seller**. The Private Transfer fee, whether one or more, is for the following
405 association(s): _____ in the total amount of _____% of the Purchase Price or \$_____.
406

407 **15.6. Water Transfer Fees.** The Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed
408 \$_____ for: N/A

408 ☐ Water Stock/Certificates ☐ Water District
409 ☐ Augmentation Membership ☐ Small Domestic Water Company ☐ _____
410 and must be paid at Closing by ☐ **None** ☐ Buyer ☐ Seller ☐ **One-Half by Buyer and One-Half by Seller**.

411 **15.7. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by
412 ☒ **None** ☐ Buyer ☐ Seller ☐ **One-Half by Buyer and One-Half by Seller**.

413 **16. PRORATIONS.** The following will be prorated to the **Closing Date**, except as otherwise provided:

414 **16.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the
415 year of Closing, based on ☒ **Taxes for the Calendar Year Immediately Preceding Closing** ☐ **Most Recent Mill Levy and**
416 **Most Recent Assessed Valuation**, adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled
417 veteran exemption or ☐ **Other** _____.

418 **16.2. Rents** N/A.

419 **16.3. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in
420 advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred
421 maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents.
422 Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital.
423 Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of ☐ **Buyer** ☐ **Seller**. Except
424 however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature
425 hereon, whether assessed prior to or after Closing, will be the obligation of Seller. Seller represents that the Association
426 Assessments are currently payable at \$_____ per _____ and that there are no unpaid regular or special
427 assessments against the Property except the current regular assessments and _____. Such
428 assessments are subject to change as provided in the Governing Documents. Seller agrees to promptly request the Association to
429 deliver to Buyer before **Closing Date** a current Status Letter.

430 **16.4. Other Prorations.** Water and sewer charges, propane, interest on continuing loan, and _____.

431 **16.5. Final Settlement.** Unless otherwise agreed in writing, these prorations are final.

432 **17. POSSESSION.** Possession of the Property will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to
433 the Leases as set forth in § 10.6.1.7.

434 If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable
435 to Buyer for payment of \$ 500.00 per day (or any part of a day notwithstanding § 18.1) from **Possession Date** and **Possession**
436 **Time** until possession is delivered.

437

GENERAL PROVISIONS

438 **18. DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.**

439 **18.1. Day.** As used in this Contract, the term “day” means the entire day ending at 11:59 p.m., United States Mountain
440 Time (Standard or Daylight Savings as applicable).

441 **18.2. Computation of Period of Days, Deadline.** In computing a period of days, when the ending date is not specified,
442 the first day is excluded and the last day is included (e.g., three days after MEC). If any deadline falls on a Saturday, Sunday or
443 federal or Colorado state holiday (Holiday), such deadline ☒ **Will** ☐ **Will Not** be extended to the next day that is not a
444 Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

445 **19. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND**
446 **WALK-THROUGH.** Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the
447 condition existing as of the date of this Contract, ordinary wear and tear excepted.

448 **19.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss
449 prior to Closing in an amount of not more than ten percent of the total Purchase Price (Property Damage), and if the repair of the
450 damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds,
451 will use Seller’s reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 25.1, on or
452 before **Closing Date** if the Property is not repaired before **Closing Date** or if the damage exceeds such sum. Should Buyer elect to
453 carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were
454 received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any
455 deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received
456 the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to
457 Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller’s
458 insurance company and Buyer’s lender; or (2) the parties may enter into a written agreement prepared by the parties or their
459 attorney requiring the Seller to escrow at Closing from Seller’s sale proceeds the amount Seller has received and will receive due
460 to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

461 **19.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication
462 services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged
463 between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement
464 of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the
465 maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance
466 proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or
467 replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 25.1, on or before
468 **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or
469 Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller’s right for any claim against the
470 Association, if any, will survive Closing. Seller and Buyer are aware of the existence of pre-owned home warranty programs that
471 may be purchased and may cover the repair or replacement of such Inclusions.

472 **19.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may
473 result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation
474 action. Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, based on such condemnation action, in Buyer’s
475 sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and
476 Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value
477 of the Property or Inclusions but such credit will not include relocation benefits or expenses, or exceed the Purchase Price.

478 **19.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the
479 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

480 **20. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller acknowledge
481 that the respective broker has advised that this Contract has important legal consequences and has recommended the examination
482 of title and consultation with legal and tax or other counsel before signing this Contract.

483 **21. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this Contract.
484 This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored

485 or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party
486 has the following remedies:

487 **21.1. If Buyer is in Default:**

488 ☐ **21.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid
489 by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the Parties agree
490 the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to
491 treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

492 **21.1.2. Liquidated Damages, Applicable.** This § 21.1.2 applies unless the box in § 21.1.1 is checked. Seller
493 may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller, and retained by Seller. It is
494 agreed that the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES, and not a penalty, which amount the parties agree
495 is fair and reasonable and (except as provided in §§ 10.4, 22, 23 and 24), said payment of Earnest Money is SELLER'S ONLY
496 REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific
497 performance and additional damages.

498 **21.2. If Seller is in Default:** Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received
499 hereunder will be returned and Buyer may recover such damages as may be proper. Alternatively, Buyer may elect to treat this
500 Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

501 **22. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration
502 or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all
503 reasonable costs and expenses, including attorney fees, legal fees and expenses.

504 **23. MEDIATION.** If a dispute arises relating to this Contract, (whether prior to or after Closing) and is not resolved, the parties
505 must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps
506 to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is
507 binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator
508 and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire
509 dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at
510 that party's last known address (physical or electronic as provided in § 27). Nothing in this Section prohibits either party from
511 filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation.
512 This section will not alter any date in this Contract, unless otherwise agreed.

513 **24. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest
514 Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding
515 the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole
516 subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and
517 deposit Earnest Money into a court of competent jurisdiction, (Earnest Money Holder is entitled to recover court costs and
518 reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money
519 Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the
520 lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is
521 authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit, and has
522 not interpleaded the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of
523 the Court. The parties reaffirm the obligation of **Mediation**. This Section will survive cancellation or termination of this Contract.

524 **25. TERMINATION.**

525 **25.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the
526 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written
527 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or
528 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as
529 satisfactory and waives the Right to Terminate under such provision.

530 **25.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received hereunder will be
531 returned and the parties are relieved of all obligations hereunder, subject to §§ 10.4, 22, 23 and 24.

532 **26. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and specified
533 addenda, constitute the entire agreement between the parties relating to the subject hereof, and any prior agreements pertaining
534 thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the
535 terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right
536 or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the
537 same. Any successor to a Party receives the predecessor's benefits and obligations of this Contract.

538 **27. NOTICE, DELIVERY, AND CHOICE OF LAW.**
539 **27.1. Physical Delivery and Notice.** Any document, or notice to Buyer or Seller must be in writing, except as provided in
540 § 27.2, and is effective when physically received by such party, any individual named in this Contract to receive documents or
541 notices for such party, the Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after
542 Closing must be received by the party, not Broker or Brokerage Firm).
543 **27.2. Electronic Notice.** As an alternative to physical delivery, any notice, may be delivered in electronic form to Buyer
544 or Seller, any individual named in this Contract to receive documents or notices for such party, the Broker or Brokerage Firm of
545 Broker working with such party (except any notice or delivery after Closing must be received by the party; not Broker or
546 Brokerage Firm) at the electronic address of the recipient by email.
547 **Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of the
548 recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the
549 documents, or (3) facsimile at the Fax No. of the recipient.
550 **27.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with
551 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property
552 located in Colorado.

553 **28. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and
554 Seller, as evidenced by their signatures below, and the offering party receives notice of such acceptance pursuant to § 27 on or
555 before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between
556 Seller and Buyer. A copy of this Contract may be executed by each party, separately, and when each party has executed a copy
557 thereof, such copies taken together are deemed to be a full and complete contract between the parties.

558 **29. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not
559 limited to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations, Title**
560 **Insurance, Record Title and Off-Record Title, New ILC, New Survey and Property Disclosure, Inspection, Indemnity,**
561 **Insurability and Due Diligence.**

562

ADDITIONAL PROVISIONS AND ATTACHMENTS
--

563 **30. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate
564 Commission.)

565 *SEE ADDENDUM ATTACHED HERETO.*
566
567

568 **31. ATTACHMENTS.**

569 **31.1.** The following attachments **are a part** of this Contract:

570 *ADDENDUM ATTACHED HERETO.*
571

572
573 **31.2.** The following disclosure forms **are attached** but are **not** a part of this Contract:

574 *NONE*
575
576

577

578

SIGNATURES

579 **BUYER:**

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

583

584

585

586 _____
Mike Coffman, Mayor Date

587

588 ATTEST:

589

590

591 _____
Kadee Rodriguez, City Clerk Date

592

593 15151 E Alameda Pkwy, Suite 3600, Aurora (Arapahoe County), Colorado 80012

594 Phone: 303-739-7370; Fax 303-739-7491; E-mail AuroraWater@auroragov.org

595

596 APPROVED AS TO FORM FOR AURORA:

597

598

599 _____
Michelle Gardner Date ACS #

600 Assistant City Attorney

601

602

603 _____
John Dingess, Special Counsel Date

604

605 REVIEWED:

606

607

608 _____
Hector Reynoso, Manager Real Property Date

609

610

611 STATE OF COLORADO)

612) ss

613 COUNTY OF ARAPAHOE)

614

615 The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Mike Coffman, Mayor, acting
616 on behalf of the Utility Enterprise of the City of Aurora, Colorado.

617

618 Witness my hand and official seal. _____

619 Notary Public

620

621 My commission expires: _____

622

623

624 (STAMP)

625

626

627
628

[NOTE: If this offer is being countered or rejected, do not sign this document. Refer to § 32]

Seller's Name: John E. Hoffman

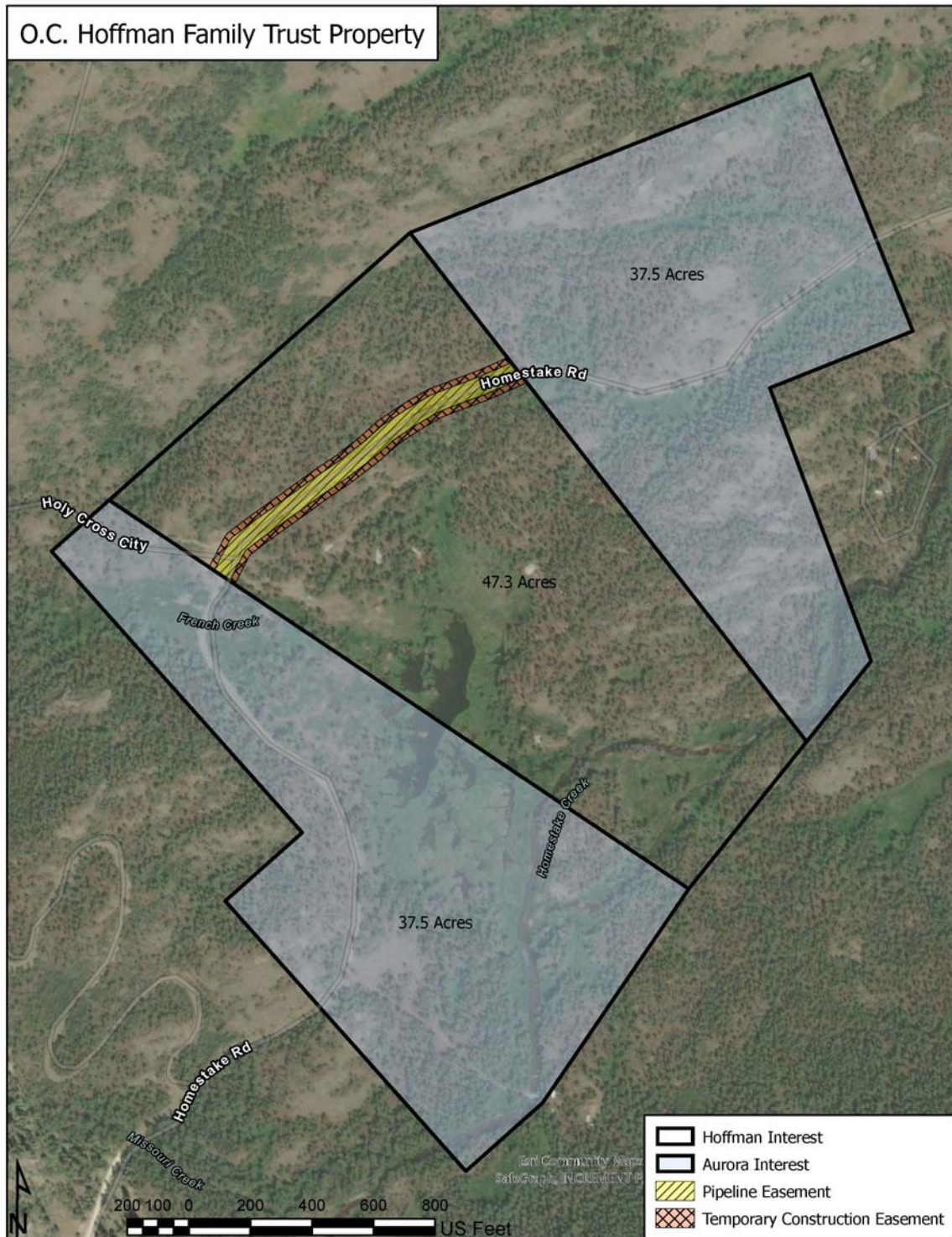
Seller's Signature	Date
<hr/>	
Address:	<u>15525 Silvertip Court</u>
	<u>Buena Vista, CO 81211</u>
Phone No.:	<u>(719) 522-3795</u>
Fax No.:	<u></u>
Email Address:	<u>johnsgoldpark@gmail.com</u>

629
630
631
632

32. COUNTER; REJECTION. This offer is ☐ Countered ☐ Rejected.
Initials only of party (Buyer or Seller) who countered or rejected offer _____

END OF CONTRACT TO BUY AND SELL REAL ESTATE
--

Exhibit A
to Contract to Buy and Sell Real Estate (Commercial)



ADDENDUM TO CONTRACT TO BUY AND SELL REAL ESTATE

THIS ADDENDUM TO CONTRACT TO BUY AND SELL REAL ESTATE (this "**Addendum**") is attached to and made a part of that certain Contract to Buy and Sell Real Estate dated as of October 22, 2021 (the "**Contract**"), by and between John E. Hoffman ("**Seller**"), and 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 ("**Buyer**").

33. DEFINED TERMS; FORCE AND EFFECT. Capitalized terms used in this Addendum shall have the meanings set forth in the Contract, except as otherwise specified herein and except for terms capitalized in the ordinary course of punctuation. This Addendum forms a part of the Contract. Should any inconsistency arise between this Addendum and any other provision of the Contract as to the specific matters which are the subject of this Addendum, the terms and conditions of this Addendum shall control.

34. ADDITIONAL PROVISIONS.

34.1 Property and Purchase Price. Subject to the terms of this Contract, Buyer may purchase the two approximately 37.5 acre parcels (herein "Fee Parcels") and obtain a temporary construction easement and permanent pipeline easement (the "Easement") as depicted on Exhibit A (herein collectively the "Option Properties". Subject to the terms of this Contract, if the parties agree, in their sole and absolute discretion, for the sale of one or both of the Fee Parcels, the Purchase Price shall be based upon the Buyer's completed survey and a price of \$23,563.00 per acre of the Option Properties. Thus, if the parties agree to the sale of the Fee Parcels and the survey confirms each are 37.5 acres, then the Purchase Price would be \$1,767,225.00 for the Fee Parcels. If the parties agree, in their sole and absolute discretion, to the granting of the Easement, as depicted, or as necessary should either party not agree to the conveyance of both of the Fee Parcels, then, the purchase price for the Easement will be based upon the Buyer's completed survey and the Purchase Price shall be calculated at \$0.49/square foot of the area of the Easement. For example, if the size of the Easement is 1.6 acres (69,696 s/f), then the Purchase Price of the Easement is \$34,151.04. If Buyer and Seller do not mutually agree upon the sale of all or any of the Fee Parcels or Easements, either party may terminate this Contract upon 5 days' notice, this Contract shall terminate and the Earnest Money shall be returned to Buyer.

34.2 Contingent Contract. This Contract is also contingent upon the Seller being the successful bidder in the pending auction with the Trustee of the O.C. Hoffman Family Trust. In the event Seller is not the successful bidder, this contract is null and void.

34.3 Closing Date. The Closing Date as set forth in Section 12.3 of the Contract shall be the earlier of 40 days after MEC and December 28, 2021.

34.4 Closing Deliveries.

(a) ***Seller's Closing Deliveries.*** On or before the Closing Date, Seller shall deliver to the closing agent each of the following items:

- (i) One (1) original of the Deed, in the form set forth on Exhibit A-1 attached hereto duly executed and acknowledged by Seller;
- (ii) One (1) original of the Temporary Construction Easement, in the form set forth on Exhibit A-2 hereto duly executed and acknowledged by Seller;
- (iii) One (1) original Exclusive Road and Waterline Easement, in the form set forth on Exhibit A-3 hereto duly executed and acknowledged by Seller;
- (iv) an executed certificate of non-foreign person ("**FIRPTA Certificate**") duly executed by Seller;
- (v) A closing statement executed by Seller; and
- (vi) Such other documents as Title Company may reasonably require from Seller in order to consummate the purchase and sale of the Property and to issue the Title Policy (as such term is defined below).

(b) ***Buyer's Closing Deliveries.*** On or before the Closing Date, Buyer shall deliver to the closing agent each of the following items:

- (i) The full Purchase Price (with credit for the Earnest Money), plus or minus the adjustments or prorations required by the Contract;
- (ii) One (1) original of the Temporary Construction Easement, in the form set forth on Exhibit A-2 hereto duly executed and acknowledged by Buyer;

If to Seller, to: John E. Hoffman
15525 Silvertip Curt
Buena Vista, CO 81211
Email: johnsgolpark@gmail.com

with a copy to: Senn Visciano Changes P.C.
Attn: Michel Williams
1700 Lincoln Street, Suite 4300
Denver, Colorado 80203
Email: MWilliams@Sennlaw.com

or to such other person or address as Buyer or Seller shall designate in writing from time to time.

(b) **Expenses.** Subject to the provision for payment of closing costs in accordance with the terms of the Contract, whether or not the transactions contemplated by the Contract shall be consummated, all fees and expenses incurred by any party hereto in connection with the Contract shall be borne by such party.

(c) **Further Assurances.** In addition to the actions recited herein and contemplated to be performed, executed, and/or delivered by Seller and Buyer, Seller and Buyer agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered at or after the Closing any and all such further acts, instruments, deeds and assurances as may be reasonably required to consummate the transactions contemplated hereby.

(d) **Severability.** In the event that any part of the Contract shall be held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be reformed and enforced to the maximum extent permitted by law. If such provision cannot be reformed, it shall be severed from the Contract and the remaining portions of the Contract shall be valid and enforceable.

(e) **Captions; Headings.** The captions, headings and arrangements used in the Contract are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions hereof.

(f) **Survival.** Except for (i) any provision of the Contract and/or this Addendum which expressly states that it shall so survive and (ii) any payment obligation of Buyer under the Contract (the foregoing (i) and (ii) referred to herein, collectively, as the "**Survival Provisions**"), none of the terms and provisions of the Contract shall survive the termination of the Contract, and, if the Contract is not so terminated, all of the terms and provisions of the Contract (other than the Survival Provisions) shall be merged into the Closing documents and shall not survive the Closing.

(g) **Counterparts; Facsimile/.pdf Signatures.** The Contract may be executed in a number of identical counterparts. The Contract may be executed by facsimile and/or .pdf signatures which shall be binding on the parties hereto, with original signatures to be delivered as soon as reasonably practical thereafter.

(h) **Exchange Rights of Parties.** Buyer and Seller shall have the right to elect to effect a Tax-deferred exchange under Section 1031 of the Internal Revenue Code, as amended, at any time prior to or during Closing. In the event Buyer or Seller so elects, both parties agree to cooperate in effecting such a tax-deferred exchange and to execute additional escrow instructions, documents, agreements or instruments to effect the exchange, so long as Buyer or Seller does not incur any additional costs, expenses, fees or liabilities as a result of or connected with the exchange.

(i) **Exclusivity.** Seller may solicit or respond to offers from others relative to the sale of the Property or enter into or negotiate any contract, letter of intent or term sheet for the sale of the Property provided such are specifically back-up offers and subject to the terms of this Contract.

(j) **Methamphetamine.** If the Property is residential, and Seller knows that methamphetamine was ever manufactured, processed, cooked, disposed of, used or stored at the Property, Seller is required to disclose such fact. No disclosure is required if the Property was remediated in accordance with state standards and other requirements are fulfilled pursuant to C.R.S. § 25-18.5-102. Buyer further acknowledges that Buyer has the right to engage a certified hygienist or industrial hygienist to test whether the Property has ever been used as a methamphetamine laboratory. If Buyer's test results indicate that the Property has been contaminated with methamphetamine, but has not been remediated to meet the standards established by the rules of the State Board of Health promulgated pursuant to C.R.S. § 25-18.5-102, Buyer shall promptly give written notice to Seller of the results of the test, and Buyer may terminate this Contract, notwithstanding any other provision of this Contract.

IN WITNESS WHEREOF, Seller and Buyer have executed this Addendum as of the MEC of the Contract.

SELLER:

By: _____
John E. Hoffman

BUYER:

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

Mike Coffman, Mayor

Date

ATTEST:

Kadee Rodriguez, City Clerk

Date

15151 E Alameda Pkwy, Suite 3600, Aurora (Arapahoe County), Colorado 80012
Phone: 303-739-7370; Fax 303-739-7491; E-mail AuroraWater@auroragov.org

APPROVED AS TO FORM FOR AURORA:

Michelle Gardner
Assistant City Attorney

Date

ACS #

John Dingess, Special Counsel

Date

REVIEWED:

Hector Reynoso, Manager Real Property

Date

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: _____

(STAMP)

Exhibit A-1
Special Warranty Deed

SPECIAL WARRANTY DEED

THIS DEED, dated this _____ day of _____, 2021, between, John E. Hoffman, whose address is 15525 Silvertip Court, Buena Vista, , of the County of Chaffee and State of Colorado, hereinafter referred to as “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, 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 Eagle and State of Colorado, described as follows:

See Exhibit A wherein the description is more fully set forth. Said Exhibit A is attached hereto and incorporated herein by reference.

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 Property, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said Property 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 Property 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.

RESERVING, HOWEVER, unto the Grantor, all subsurface minerals (“Minerals”) underlying the Property, including but not limited to oil, gas, coal, coalbed methane, hydrocarbons, and metals of every kind and nature (but excluding sand and gravel), together with the right to prospect for, mine, and extract such Minerals within and under the Property: provided, however, that nothing herein shall be construed as reserving unto Grantor, and Grantor specifically and irrevocably disclaims, waives, and releases (1) any right to locate wells, drill sites, mine entrances, pipelines, storage tanks, or other facilities on the Property, (2) any easement on or over the surface of the Property for the purpose of prospecting for, mining, extracting, transporting (other than on Homestead Road or any other public roads), or storing such Minerals, or (3) any right to extract such Minerals by any surface mining methods or to disturb or damage the surface of the Property or any improvements, including but not limited to reservoirs, pumps, pump houses, generators, pipelines and any related infrastructure related to water storage and transport operations, thereon in any manner whatsoever.

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

[SIGNATURES APPEARING ON FOLLOWING PAGE]

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

John E. Hoffman

State of _____)
County of _____) §

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by
John E. Hoffman

Witness my hand and official seal.
My commission expires:

SEAL

Notary Public

SURVEYOR NAME, PLS 39357 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.)

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

REVIEWED BY:

APPROVED AS TO FORM:

Hector Reynoso
Real Property Services – Manager

Michelle Gardner
Senior Assistant City Attorney

Alexandra Davis
Deputy Director of Aurora Water

FATI: 228384

Pursuant to Sec. 39-13-104, C.R.S. as amended, consideration paid for this conveyance is \$1.00

Exhibit A
[Insert Legal Description]

Exhibit A

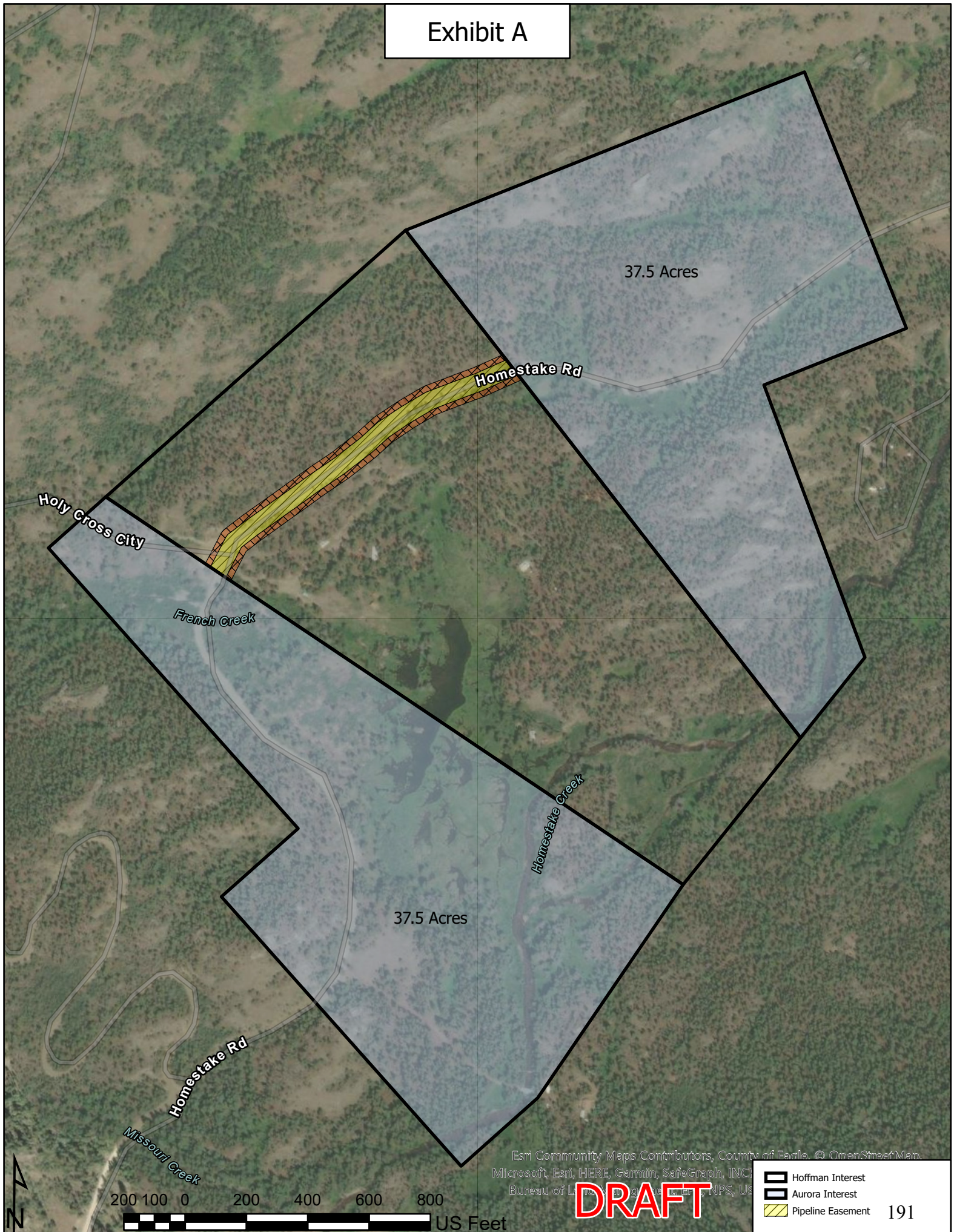


Exhibit A-2
Temporary Construction Easement

TEMPORARY CONSTRUCTION EASEMENT

The undersigned owner(s), hereinafter referred to as Grantor(s), hereby acknowledge(s) receipt from **THE CITY OF AURORA, COLORADO**, a home-rule municipal corporation, of the Counties of Adams, Arapahoe, and Douglas, State of Colorado, hereinafter referred to as "Grantee," of the sum of one dollar(s) (\$1.00) and other good and valuable consideration, in consideration of which Grantor(s) hereby grant(s) unto said Grantee, its successors and assigns, agents, employees, contractors, subcontractors, and invitees, access, to the extent necessary to carry out the Construction Work (defined below), together with a construction easement in, over, through, along, and across the following described parcel of land, situated in the County of Eagle, State of Colorado, to wit:

See EXHIBIT A wherein the description is more fully set forth. Said Exhibit A is attached hereto and incorporated herein by reference ("Premises").

Together with the right of ingress and egress over said Premises, a staging and stockpiling area, to survey, construct, reconstruct, and remove objects or structures therefrom if necessary for occupancy of the Premises in order to construct an underground water transmission lines and facilities, and all underground and above ground, fixtures, devices and structures whatsoever necessary or useful in the operation of said transmission mains, lines and facilities ("Construction Work").

The term of the grant of said access and construction easement shall be for a period of at least 36 months ("Term"), commencing on the first day of construction. Before the commencement of the designated period, the Grantor(s) hereby also grant(s) unto said Grantee, its successors and assigns, access and entry to such property. Such access and entry will be granted for the purposes including, but not limited to, surveying, delivering of construction materials, or any other activity reasonably necessitated by the Construction Work. Grantee shall be allowed to have reasonable access to and/or entry upon the Premises at reasonable intervals to conduct the Construction Work.

Upon the lapse of said Term, this access and construction easement, together with the right, privilege and authority to construct, reconstruct, operate or maintain fixtures, devices or structures upon the Premises, herein granted is terminated, and the Grantor(s), their heirs, successors and assigns shall thereupon be restored to its first and former estate, free and clear of any grant or easement herein contained or any right or privilege attaching to the herein-described grant of easement. After this date, all covenants contained within the herein-described grant of easement are released and the property shall be considered free and clear of any restriction or any right or privilege attaching to the herein-described grant of easement.

Consistent with the uses granted to the Grantee for the construction work, the Grantee shall restore, or cause to be restored, the Premises and any improvements thereon to resemble the condition that existed prior to Grantee's use of the easement herein conveyed that existed immediately prior to Grantee's occupancy of the Premises, as closely as practicable.

Grantee agrees to require all contractors providing construction services herein contemplated to provide Certificates of Insurance Coverage, in amounts reasonably requested by Grantor, and to name the Grantor as additionally named insured for all coverage.

[SIGNATURES APPEARING ON FOLLOWING PAGE]

Signed and delivered this _____ day of _____ 2021.

John E. Hoffman

STATE OF _____)
) §
COUNTY OF _____)

The above and foregoing instrument was subscribed and sworn to before me this ____ day of _____, 2021, by John E. Hoffman.

Witness my hand and official seal.

NOTARY PUBLIC

My commission expires:

Pursuant to Sec. 39-13-104, C.R.S. as amended, consideration paid for this conveyance is \$1.00

APPROVED AS TO FORM:

REVIEWED BY:

Senior Assistant City Attorney – Michelle Gardner

Deputy director Aurora Water - Alexandra Davis

Real Property Services Manager – Hector Reynoso

John Clark, Principal Engineer

EXHIBIT A
[insert legal description]

Exhibit A

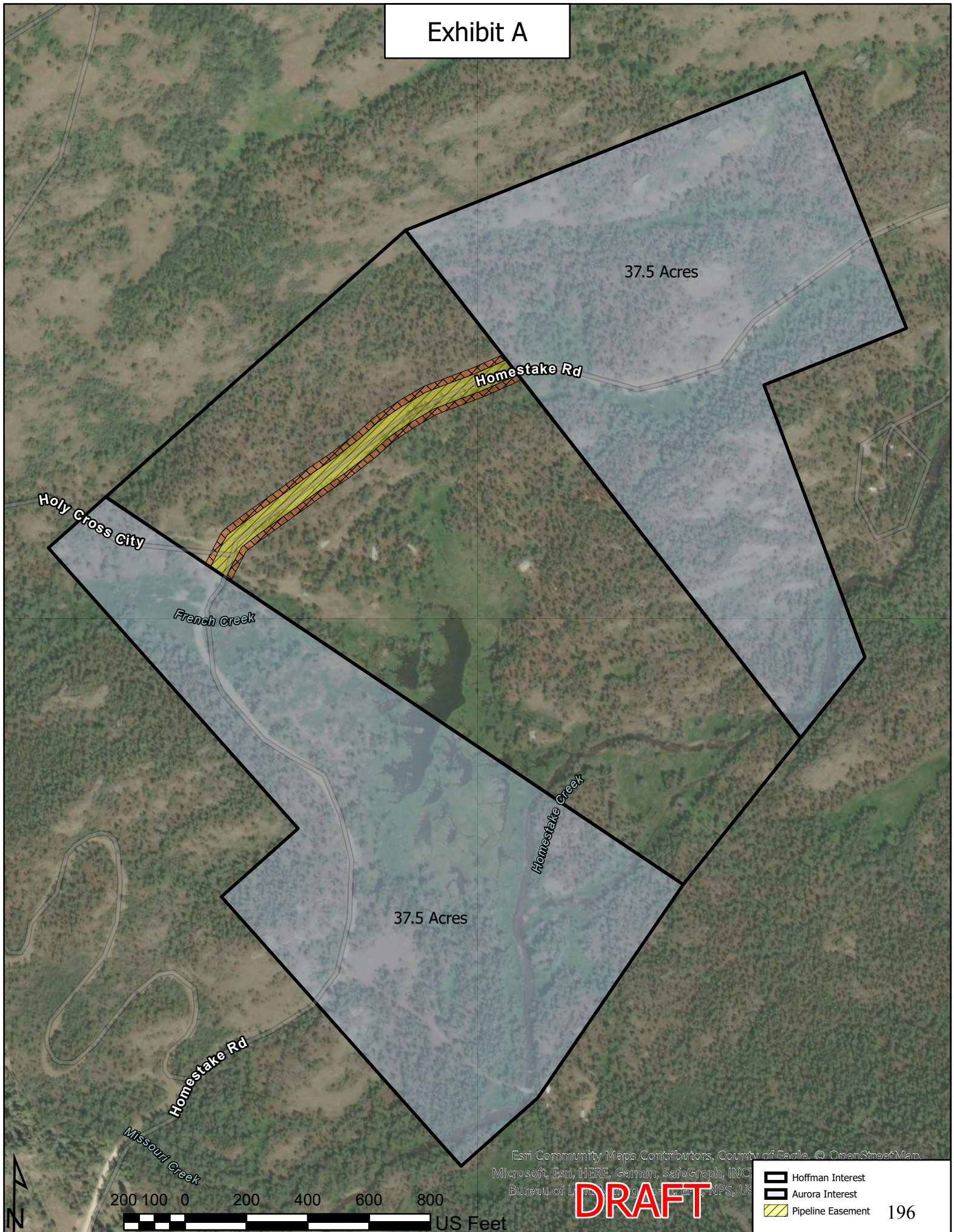


Exhibit A-3
Exclusive Waterline Easement

EXCLUSIVE WATERLINE & POWERLINE EASEMENT

The undersigned owner(s), hereinafter referred to as "Grantor(s)", hereby acknowledge(s) receipt from THE CITY OF AURORA, COLORADO, a municipal corporation of the Counties of Adams, Arapahoe, and Douglas, State of Colorado, hereinafter referred to as "Grantee", the sum of one and no\100 dollar(s) (\$1.00) and other good and valuable consideration, in consideration of which Grantor(s) hereby grant(s) unto said Grantee, its successors and assigns, an exclusive easement, together with the right, privilege and authority to construct, reconstruct, operate and maintain underground power and water transmission lines and facilities, and all fixtures, devices and structures whatsoever necessary or useful in the operation of said transmission lines and facilities (herein "Easement"), in, over, through, along, and across the following parcel of land situate in the County of Eagle, State of Colorado, and more particularly described as follows:

See Exhibit A wherein the description is more fully set forth. Said Exhibit A is attached hereto and incorporated herein by reference.

Together with the right of ingress and egress over said premises, including the right to maintain, and use gates in all fences which now cross or shall hereafter cross said Easement and the right to survey, construct, reconstruct, maintain, operate and use said road, mains, lines and facilities. Consistent with the uses granted to the Grantee, the Grantee shall restore the surface of the easement area to resemble the condition that existed prior to Grantee's use of the Easement herein conveyed. The Grantor(s) shall not remove any dirt from the surface of the right-of-way or stockpile dirt on the right-of-way herein granted.

In the case of permanent abandonment of said Easement and right-of-way by Grantee, Grantee shall give written notice to Grantor of its intent to abandon said Easement, and Grantee shall have six (6) months thereafter in which to remove all facilities, pipe, structures and all property placed on said Easement and restore the area to the condition existing immediately prior to Grantee's occupancy; and for these purposes, all property placed by Grantee within said Easement shall be deemed to have remained personal property; and upon the failure of Grantee to remove all of said property within said six month period, at Grantor's option either (i) all of said property shall become the sole and separate property of Grantor and his heirs, successors and assigns, or (ii) Grantor may remove all of Grantee's property and restore the Easement area to its former condition, free and clear of any grant of Easement herein contained or any right or privilege attaching to the herein described grant of Easement.

Grantor covenants and warrants that they are the owner of the above-described land, subject to such defects, outstanding interests, liens, or encumbrances as may now appear of record.

Grantee agrees to require all contractors providing construction services herein contemplated to provide Certificates of Insurance Coverage in amounts reasonably requested by Grantor, and to name the Grantor as additionally named insured for all coverage.

Grantee agrees for himself and his successors and assigns he will conduct good faith negotiations with the Grantor and its successors and assigns concerning additional or other easements should Grantee's needs change.

RSN XXXXXX

[SIGNATURES APPEARING ON FOLLOWING PAGE]

Signed and delivered this ____ day of _____, A.D. 2021.

John E. Hoffman

STATE OF _____)
) §
COUNTY OF _____)

The above and foregoing instrument was subscribed and sworn to before me this ____day of _____,
A.D. 2021, by John E. Hoffman.

My Commission expires:

Witness my hand and official seal.

NOTARY PUBLIC

APPROVED AS TO FORM:

Michelle Gardner, Sr. Asst. City Attorney

REVIEWED BY:

Hector Reynoso, Manager- Real Property

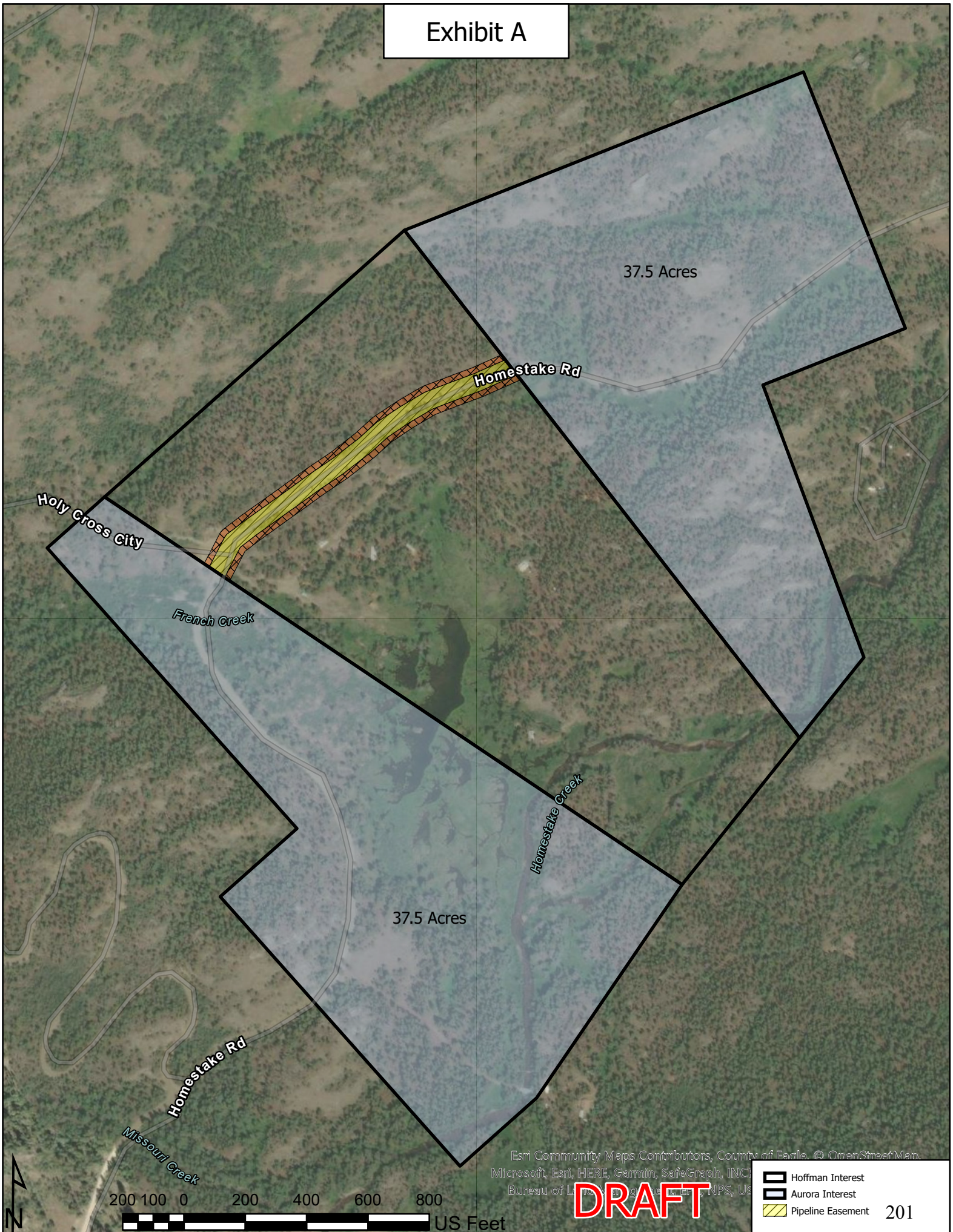
Alexandra Davis, Deputy Director of Aurora Water

John Clark, Principal Engineer

FATI: 228283

EXHIBIT A
[insert legal description]

Exhibit A





Hoffman Purchase, Eagle Co.

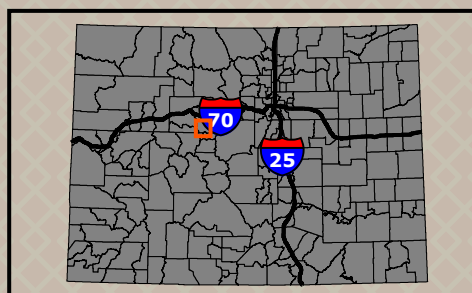
Aurora Water

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



Aurora is Worth Discovering! W

October 21, 2021



Legend

Hoffman Parcels

Hoffman Interest

Aurora Interest

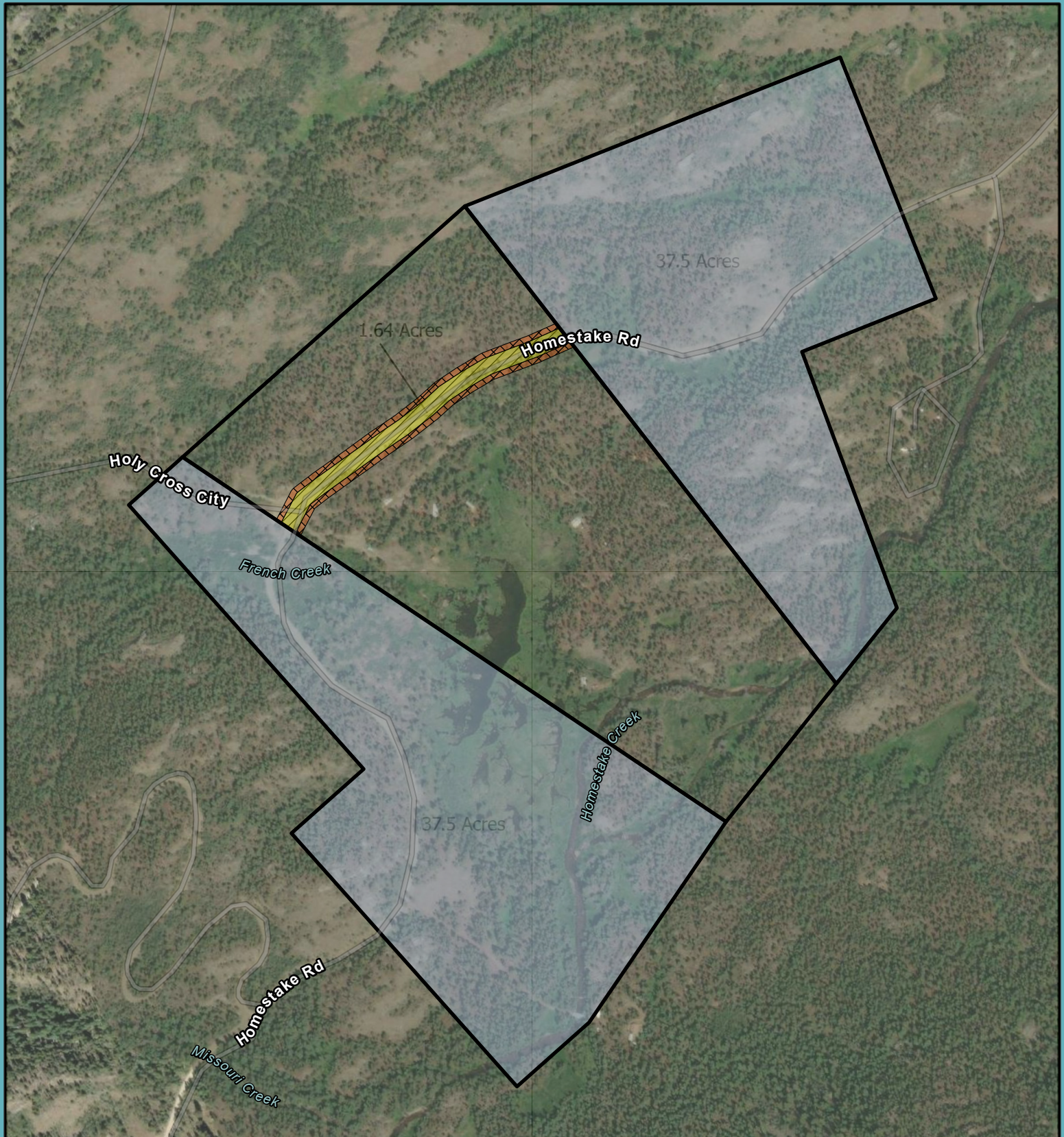
Easements

Pipeline Easement

Temporary Construction Easement

Miles 0 1 2 3 4 **202**

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



Hoffman Temporary Exhibit

Aurora Water

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

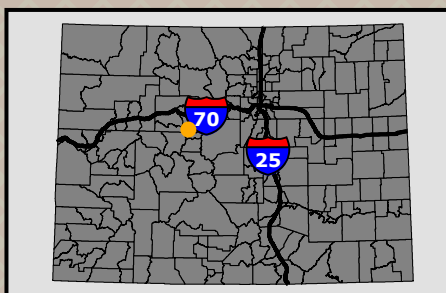


Aurora is Worth Discovering!

October 21, 2021



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



Legend

Hoffman Parcels

- Hoffman Interest
- Aurora Interest

Easements

- Pipeline Easement
- Temporary Construction Easement

Miles 0 0.025 0.05 0.1

203



CITY OF AURORA

Council Agenda Commentary

Item Title: Resolution of The City Council to Support the Creation of a Privately Funded Contract Position to Assist APD with Enhancing Diversity in its Academy Classes and Sworn Personnel

Item Initiator: Mayor Mike Coffman

Staff Source/Legal Source: Mayor Mike Coffman, Megan Platt, Assistant City Attorney

Outside Speaker: Pastor Eric Simms, Living Hope Bible Church

Council Goal: 2012: 1.0--Assure a safe community for people

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 12/20/2021

ITEM DETAILS:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S STRONG SUPPORT AND AUTHORIZATION FOR THE CREATION OF A PRIVATELY FUNDED CONTRACT POSITION TO ASSIST THE AURORA POLICE DEPARTMENT WITH ENHANCING DIVERSITY OF ITS ACADEMY CLASSES AND SWORN PERSONNEL

Sponsor: Mayor Mike Coffman

Staff Source/Legal Source: Mayor Mike Coffman/ Megan Platt, Assistant City Attorney

Outside Speaker: Pastor Eric Simms, Living Hope Bible Church

Estimated Presentation Time: 15 minutes

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

- | | |
|---|---|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

- | | |
|---|---|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input type="checkbox"/> 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.)*

Item added the regular agenda pursuant to Council Rule B(2)

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

Resolution to create a Privately Funded Contract Position to assist APD with achieving diversity goals with the assistance of outside grant funding

QUESTIONS FOR COUNCIL

Does Council Approve the Resolution to create the privately funded position?

LEGAL COMMENTS

A Resolution may be used for a statement of policy or other matters which are not required to be adopted by Ordinance. (Section F, Paragraph 2, Rules of Order and Procedure for the Aurora City Council)

The City Manager shall be responsible to the council for the proper administration of all affairs of the City placed in his charge and, to that end, he shall have the power and duty to make written or verbal reports to the Council concerning the affairs of the city under his supervision: City Charter §7-4(e). (Platt)

PUBLIC FINANCIAL IMPACT

☐ YES ☒ NO

If yes, explain: N/A

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 STRONG SUPPORT AND AUTHORIZATION FOR THE CREATION OF A PRIVATELY FUNDED CONTRACT POSITION TO ASSIST THE AURORA POLICE DEPARTMENT WITH ENHANCING DIVERSITY OF ITS ACADEMY CLASSES AND SWORN PERSONNEL

WHEREAS, the City of Aurora is comprised of many races and ethnicities with thirty-nine percent of residents of the City self-identifying as racial or ethnic minorities; and

WHEREAS, the City Council has encouraged recruiting efforts by the Aurora Police Department focusing on inclusion of candidates that are representative of the population demographics the Department serves; and

WHEREAS, the Aurora Police Department recognizes the importance of promoting diversity in its academy classes and overall membership; and

WHEREAS, National Bank Holdings has demonstrated to the satisfaction of the Aurora Police Department and the City that it supports efforts improve community relations and recruiting efforts within the Aurora Police Department; and

WHEREAS, The Aurora Police Department, in coordination with National Bank Holdings and other local faith based organizations, has developed the Police Recruit Education Program (PREP Program) concept to support and mentor recruits through the hiring process and remove observed barriers to success; and

WHEREAS, National Bank Holdings in partnership with other community stakeholders and the Aurora Police Department, desires to assist in the advancement of diversity goals and support the inclusion of minorities in the Academy classes of the Aurora Police Department by privately funding and overseeing a contract position to coordinate the PREP Program.

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

Section 1. The City Council finds and determines that it is in the best interests of citizens and incoming police recruits to create a privately funded contract position to assist the Aurora Police Department in achieving diversity goals for incoming academy classes and to encourage the success of minority candidates throughout the hiring process.

Section 2. City Council approves entering into a Grant Agreement between the Aurora Police Department and National Bank Holdings concerning the conditions of acceptance,

dispersal, and use of funds, and authorizes the City Manager to negotiate and execute said Agreement consistent 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:

Megan Platt
MEGAN PLATT, ASSISTANT CITY ATTORNEY



CITY OF AURORA

Council Agenda Commentary

Item Title: Historic Landmark Nomination – Aurora Fire Station No. 5 – 1339 N. Airport Boulevard
Item Initiator: Drake Brownfield, Historic Preservation Specialist
Staff Source/Legal Source: Drake Brownfield, Historic Preservation Specialist/Tim Joyce, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 4.0--Create a superior quality of life for residents making the city a desirable place to live and work

COUNCIL MEETING DATES:

Study Session: 12/13/2021

Regular Meeting: N/A

ITEM DETAILS:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, TO APPROVE DESIGNATING THE AURORA FIRE STATION NO. 5 LOCATED AT 1339 N. AIRPORT BOULEVARD, AURORA, COLORADO, AS A LOCAL HISTORIC LANDMARK

Staff source: Drake Brownfield, Historic Preservation Specialist
Estimated Presentation time: 10 minutes
Estimated Discussion time: 15 minutes

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

- | | |
|---|--|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input checked="" type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Public Relations, Communications, Tourism, Libraries, Boards and Commissions & Citizen Groups

Policy Committee Date: 10/27/2021

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

- | | |
|---|---|
| <input checked="" type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input checked="" type="checkbox"/> Minutes Attached | <input type="checkbox"/> 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 their September 14, 2021 Public Hearing, the Historic Preservation Commission approved a motion to forward the historic landmark nomination of Aurora Fire Station No. 5 (1339 N. Airport Boulevard) to the PRCTLBCCG Policy Subcommittee. Signed minutes are attached.

At the October 27, 2021 PRCTLBCCG Policy Subcommittee meeting, the Subcommittee recommended approval of the historic landmark nomination of Aurora Fire Station No. 5 (1339 N. Airport Boulevard) to the City Council Study Session on December 13, 2021. Draft minutes are attached.

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

Aurora History Museum and Historic Sites (AHMHS) Staff: Drake Brownfield, Historic Preservation Specialist, will present the Historic Landmark Nomination for Aurora Fire Station No. 5, located at 1339 N. Airport Boulevard. The fire station, built in 1971, is no longer an active AFR fire station and is still owned by the city. The fire station is historically significant for its role and association with the mid-century expansion of Aurora's city limits and population growth (Significance Criterion 1) as well as its International and Contemporary architecture (Significance Criterion 3). The proposed historic landmark designation will not deny the city reasonable use of the building and the current use by PROS as a satellite staff station and equipment storage will not be adversely affected. AHMHS and the Historic Preservation Commission seek approval at the City Council Study session to move this item forward to the subsequent Regular Meeting for the Mayor's signature.

QUESTIONS FOR COUNCIL

Does the Committee approve moving this item forward to a Regular Meeting?

LEGAL COMMENTS

The Historic Preservation Commission has the authority to make recommendations to City Council regarding the designations of landmarks, landmark sites, and historic districts, and for the approval of adjustments to the provisions of this UDO related to those properties, as described in Section 146-5.4.1.D.2.a, and for removal from designation as a landmark, landmark site, or historic district as described in Section 146-5.4.1.D.2.b. (City Code § 146-5.1.4.B.). The Historic Preservation Commission then conducts a public hearing on all recommendations for landmarks, landmark sites, or historic districts. (City Code § 146-5.4.1.D.2.a.iii.). Following the public hearing, the Historic Preservation Commission shall make a recommendation to City Council. (City Code § 146-4.5.1.D.2.a.iv.). Council then conducts a public hearing to make a decision on the recommendation for a landmark, landmark site, or historic district. (City Code § 146-4.5.1.D.2.a.vi.) (TJoyce)

PUBLIC FINANCIAL IMPACT

- ☐ YES ☒ NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

- ☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain: Type explanation here or enter N/A if no private fiscal impact.

AURORA LANDMARK PROPERTIES

NOMINATION FORM

City of Aurora
Historic Preservation Commission



SECTION A: SITE INFORMATION AND DESCRIPTION

1. *Name of Nominated Site*

Historic Name: **Aurora Fire Station No. 5**

Current Name: **Aurora Fire Station No. 5**

2. *Address of Property*

Street Address: **1339 N. Airport Boulevard**

County: **Arapahoe**

Zip Code: **80011**

3. *Geographic Description*

P.M.: **Greenwich** Township: **4S** Range: **66W**

SE ¼ of **NE** ¼ of **NE** ¼ of Section: **5**

UTM: **NAD83** Zone **13S** UTM East: **517857.37** UTM North: **4398568.60**

Quad Map: **Fitzsimons** Year: **1964, rev. 1994** Map Scale: **7.5'**

Lot(s): **002** Block: **1**

Addition: **Buckley Sub-Division** Year of Addition: **1963**

Boundary Description: **Site is bound to the north by 1369 N. Airport Blvd, to the south by 13th Avenue, to the west by Norfolk Street, and to the east by N. Airport Boulevard.**

4. *Legislative Information*

Aurora Ward #: **2**

Colorado House District: **36**

Colorado Senate District: **29**

5. *Site Owner*

Current:

Name: **City of Aurora**

Address: **15151 E. Alameda Parkway**

Phone: **(303) 739-7000**

City: **Aurora** State: **CO** Zip: **80012**

Historic:

Name(s): **Altura Farms, Vrooman Land Company**

Source(s) of information: **City of Aurora, Annexation Petition, Buckley Sub-Division, 1963; "Sewer Charge Hiked by Aurora Council," The Denver Post, Dec 19, 1962; Engineering Service Company, "Annexation Plat" Map, Buckley Sub-Division.**

6. *Site Classification*

☒ building(s) ☐ district ☒ site ☐ structure ☐ object ☐ area

7. *Site Condition*

☐ excellent ☒ good ☐ fair ☐ deteriorated ☐ ruins

8. *Site Location*

☒ original location ☐ moved (date of move _____)

9. *Site Use*

Historic: **Fire Station**

Current: **Vacant/Storage**

SECTION B: DESIGN AND CONSTRUCTION INFORMATION

10. *Physical and Site Description:*

Aurora Fire Station 5, located at 1339 N. Airport Boulevard, was constructed in 1971. It is a two-unit (3,381.98 sq. ft), multi-story building, with a four-story tower (training tower) on the southwestern elevation. The structure is a classic example of Mid-Century architectural style, featuring a flat roof, small parapet, simple battlements, multiple stories, various wall materials, brick in bond, and a low slab foundation. The structure is a massed-square plan (oriented east) with one irregularity on the façade of the building, a small projection with a flat roof, and a low parapet. It features contrasting materials on the eastern elevation's southern and northern corners. The main entrance faces east, fronting N. Airport Boulevard.

Front Façade (East) - Entrance

The front façade has a minor (22 ft. wide by 2 ft. deep) projection with a flat roof and minimal parapet capped with metal trim. A band of stone (7 ft. by 3 in. deep) continues from foundation to roof. The main entrance is recessed and features a fully-glazed door with metal framing and handrail. Two long rectangular windows and transom bound the entry.

A window ribbon and a stone column bound the entry. The window ribbon consists of five fixed, long rectangular windows of metal construction. Three of the five windows face street side and are flush with the brick facade; the remaining two windows run perpendicular at a 90-degree angle towards the door, forming a corner window with support. The stone column is the inner wall of the recessed entry and marks the end of the projection. The column protrudes two feet out from the northeastern elevation and ends at the recessed entrance; the two-foot protrusion continues to the roof, creating separation with layers.

The entry is topped by a straight lumber decorative crown that connects the stone column to the upper facade. Its simple design features two raised bands that create clean lines and depth above the entry.

Front Façade (East) – Second Story

The upper story is flat with only minor projections. It consists of smooth brick laid in running bond and a band of stone that continues from the lower story. The entry is topped by a straight metal decorative crown that connects the stone column to the upper facade.

The simple design features two raised bands that create clean lines and depth above the entry. The City of Aurora emblem is placed above the entry on a brick surface. The original extant emblem is circular with a rising sun across the center and features the text “City of Aurora” along the top inner portion and “Colorado” on the bottom portion.

Front Façade (East) – First Story

The northeast elevation features a flat roof and simple parapet capped with metal trim. The brick surface is laid in a running bond with two large inset garage doors; the two garage doors are flat with glazing and feature no ornamentation. A decorative crown tops the garage doors and runs from the southeast to the stone band on the northeast elevation. It is identical to the crown above the entrance, albeit larger.

Front Façade (East) – Training Tower

The southeast elevation of the Training Tower rises two stories above the main structure. It consists of smooth brick laid in running bond, four windows of multiple sizes (2 on each floor), and a flat roof with guard railing. The third story windows are double-hung with no ornamentation and a simple sill of brick headers. The fourth-floor windows are sliding with no decoration and a simple sill of brick headers. The flat roof features a high parapet capped by a white metal guard rail that runs the entirety of the square tower and a large antenna on the southeast corner.

South Elevation

The south elevation features six windows and four double doors on the upper stories of the training tower. The parapet transitions into small broad battlements; these continue along the façade until they intersect with the training tower. The battlements have simple detailing carried over from the front façade, and each is framed by a protrusion (6 ft. by 2 in.) that runs from the foundation to the roof. The stone band from the front façade wraps around the southeastern corner and terminates at the easternmost windows. The remainder of the south elevation is a smooth brick in running bond.

The six windows are double-hung and vertically flush. The battlement protrusions, and the stone band, create a semi-inset on all six windows. The windows feature a brick sill consisting of headers. The four double doors on the training tower are located on the third (2 doors) and fourth (2 doors) stories. All doors are inset and feature no ornamentation.

West Elevation – Primary Structure

The west elevation has two windows, a door, a parapet with battlements, and brick laid in running bond. The windows are double-hung with no ornamentation and a sill of brick headers. Both windows are flush with the structure vertically but are inset by the battlement protrusions. The door is metal with small glazing; it features no ornamentation and is inset by the battlements. The parapet is adorned with a metal ornamentation that is continuous around the structure. The battlements on the west façade are horizontally larger than on the north and south elevations. The elevation also features a significant gutter drain and two safety lights.

West Elevation – Training Tower

The west elevation of the training tower features four stories, four windows, two doors, a large fire-escape, and basement entrance. Two windows on the first story vary in size and function; one is double hung and the other sliding. The remaining windows are located on the second story and consist of varying size and function, matching the first story. The two doors are located on the third and fourth stories. They are inset, of metal construction, and feature no ornamentation.

The fire escape is metal and painted white. It climbs the tower in a switchback pattern, consisting of four stairways and four platforms; the second story platform is substantially larger. The basement entrance is located on the southern edge of the tower and features a staircase. Metal guard rails run along with the elevation drop. The roof is flat with a high parapet and white metal guard rails along the edge. The tower is running brick laid in bond and features two security lights, a firehose access pipe, and an antenna on the northern corner.

North Elevation - Primary Structure

The north elevation consists of smooth brick laid in running bond, a flat roof, battlements, and three windows. The parapet is capped by the same metal detailing carried over from the front façade and features two battlements. The battlements mirror the south façade, they project out and incase the sides of all three windows; there is a third minor battlement that runs along with the western window. All three windows are double-hung, feature no ornamentation, and a sill of brick headers. The stone band does not wrap around the structure as it does on the southern elevation but protrudes straight out.

North Elevation - Training Tower

The north façade of the training tower features smooth brick laid in running bond, a flat roof, and four windows of various sizes (2 on each floor). The two windows, on the third story, are small double-hung with no ornamentation and a sill of brick headers. The two windows on the fourth story are larger and have the same features. The flat roof is capped by a broad parapet and white guard rails which continue around the square perimeter of the tower. There is a small antenna on the western edge of the roof. The elevation also features a rain gutter that is attached to the brick surface.

Exterior Finishes and Color Scheme

The structure features its original dark-pink brick finish with white mortar laid in running bond. The two bands of cut stone veneer consist of light shades of tan, pink, red, and brown. The mortar is light brown, and the stone varies in size and shape. Trim is a metal, and is a single color, brown. The double doors on the training tower are faded brown due to sun exposure. Window frames and sashes appear to be brown and of metal construction. The two large garage doors are a vibrant white and feature brown trim.

Site Description

1339 N. Airport Boulevard is a small 0.58-acre lot. The front yard consists of a small irregular shaped lawn bounded by a sidewalk and parking lot. Within the boundary of the lawn is a

small tree obscuring the structure's front entrance. A concrete path cuts through the lawn, leading to a flagpole. A modern art piece, erected in 2006, stands within the lawn boundary.

Three yellow concrete poles are positioned at the entrance to both garages and the corners to each door are trimmed in protective metal. A large concrete slab extends from each garage to N. Airport Boulevard. A few trees cover the south façade; rough-cut stones dot the ground around the trees. Across the parking lot, an L-shaped lawn comprises the southwest corner of the site. Within the boundary of the lawn are two large and two small trees. The remainder of the site is an irregular U-shaped parking lot that wraps around the building with an entrance/exit on both sides of the structure.

Original Structure: **1971**

Additions or Alterations:

Truck Exhaust System (1993); Deck Replaced (2010); Re-Roofed (2010); HVAC Roof Installation (2012); the A.F.D (Aurora Fire Department) No.5 signage that accompanied the City of Aurora emblem was removed by the City of Aurora in April 2021.

Source of Information: **City of Aurora Building Permits**

11. *Architect, Builder, Engineer, Artist, or Designer*

Name: **Heintz Investment Corp. (Builder)**

Location: **Denver, Colorado**

Source of information: **Olive Knight, "Training Center: Fire Station No. 5 Dedicated in Aurora," *The Denver Post*, June 30, 1971; "310. Corp Buys Apartment Units," *The Denver Post*, May 19, 1972.**

12. *Architectural Style/Engineering Type*

Type/Style: **Mid-Century**

Source of information: **Virginia McAlester, *A Field Guide to American Houses*, 2nd ed.**

SECTION C: SITE SIGNIFICANCE

13. *Significance of Property*

Nomination Criteria:

- ☒ 1. The Property (District) Exemplifies or Reflects the Broad Cultural, Political, Economic, or Social History of the Nation, State, or Community.
- ☐ 2. The Property (District) Is Identified With a Historic Person or Historic Group Significant To National, State, or Local History.
- ☒ 3. The Property (District) Embodies Distinguishing Characteristics of an Architectural Type Inherently Valuable to the Study of a Period, Style, Method of Construction, or Indigenous Materials or Craftsmanship.
- ☐ 4. The Property (District) Is Representative as the Work of a Master Builder or Architect.
- ☐ 5. The Property (District) Contains the Possibility of Important Archaeological Discoveries in Prehistory or History.
- ☐ 6. The District Consists of a Definite Area That, Due To Its Unique Location or Singular Characteristics, Represents Established and Familiar Visual Features of the Neighborhood, Community, or City

14. *Period of Significance*

Period of Significance: 1971- 1987

Justification:

As the first dedicated training station, Fire Station No. 5 held a distinctive and valued role in the firefighting community until the Rocky Mountain Fire Academy replaced it in 1987. The 16 year period between 1971 and 1987 stands as the most consequential in the station's 48 year history. During this time, Fire Station No. 5 provided training opportunities previously inaccessible to Aurora firefighters, greatly contributing to the professional and operational capacity of the Aurora Fire Department.

15. *Significance Statement*

Fire Station No. 5 at 1339 N. Airport Blvd (formerly Buckley Rd) is eligible for Aurora Historic Preservation Landmark designation under Criterion No. 1 for its role in the expansion of Aurora in the 20th century and the development of the Aurora Fire Department. The structure is also eligible under Criterion No. 3 for its embodiment of two Mid-Century architectural styles.

Historic Background

Criterion 1

Fire Station No. 5 at 1339 N. Airport Boulevard (formerly Buckley Road) was constructed by the city of Aurora to service new eastern neighborhoods and to provide standardized firefighter training for an expanding fire department. As the historic core and western suburbs filled following World War II, city leaders annexed unincorporated land east of the city limits to create new neighborhoods, including the areas of Buckley and Sable-Altura. Fire Station No. 5 was an essential part of Aurora's expansion, providing fire and rescue services to residents on the eastern edge, and raising the level of professionalism within the fire department.

Between 1950 and 1960, Aurora's population grew from 11,421 to 48,548, adding around 3,712 new residents a year and following a larger trend in Colorado. The establishment of defense industry jobs and military facilities in the post war era fueled this rapid growth.¹ In response, city government annexed land and initiated new suburban developments to the east and south. As new neighborhoods sprang up, the volunteer group of firefighters in Aurora found themselves overwhelmed. In the early 1950s, the city commissioned a new municipal center that included a library, city hall, medical center, and fire station. To prepare for its first dedicated fire station, Aurora hired its first paid firefighter, Ray Sallies, in 1951 to head up the volunteer force.

¹ City of Aurora. "Population." *City of Aurora* accessed March 31, 2020, https://www.auroragov.org/city_hall/about_aurora/datademographics/population; Carl Abbott, Stephen J. Leonard, and Thomas J. Noel, *Colorado: A History of the Centennial State*. 5th ed (Boulder, Colorado: University Press of Colorado, 2013), 317-318, 328.

² Steven F. Mehls, Carol J. Drake, and James E. Fell Jr, *Aurora: Gateway to the Rockies* (Denver, CO: Cordillera Press, Inc, 1985), 104-105; "Aurora Facilities Nearly Ready," *The Denver Post*, May 25, 1953; Aurora Fire Department, "AFFPA Local 1290 History, accessed March 12, 2020, <https://aurorafirefighters.org/about/who-we-are>; Abbet, et al, *Colorado*, 317-318, 328.

Over the next five years, the city hired on several more firefighters, keeping the force partly volunteer until 1956. The following year, the Aurora Fire Fighters Protective Association joined the International Association of Fire Fighters, establishing Charter Local #1290. As the city expanded, Aurora Fire Department attempted to keep pace, commissioning four stations across the city in a ten-year period.²

In 1955, Fire Station No. 1 opened its doors and gave Aurora Fire Department permanence in the community. However, it soon became evident that a single station could not handle the responsibility of the increasing population. In 1957, the volunteer station at Hoffman Heights was incorporated into the department when Aurora annexed the area. Fire Station No. 3 opened in 1960 and No. 4 in 1966. When Aurora added Sable-Altura in 1969, Aurora's population was nearing 74,000.³ It became apparent that a new fire station was needed to service the far eastern portion of the city, which included the Buckley subdivision. When the station opened in 1971, the *Denver Post* wrote that the "Annexation of the Sable-Altura area in 1969 made station No. 5 a necessity." ⁴

When construction was completed in 1971, Fire Station No. 5 epitomized the modernization and professionalization of Aurora's Fire Department. Before completion of Fire Station No. 5, training exercises were not centralized, and instruction was on the job. Firefighters trained at individual firehouses, public schools, and public parks in a two-week program that consisted of basic hose and ladder work and qualifying for an American Red Cross First Aid Card. A new recruit's first encounter with the real-life responsibilities of a firefighter were on their first call. Individuals within the fire department, like Chief Joe Lewand, championed advanced learning. In response, the Aurora Fire Department invested some \$105,000, including \$30,000 for a training tower, into Station No. 5.⁵

Chief Lewand served as the Assistant Department Chief and when time allowed, developed and organized training for the department. With Station No. 5 open and Aurora Fire's switch to a three shift system which shortened weekly hours, Lewand was assigned to run training efforts full time.⁶ With a designated Training Chief and state of the art instruction facility, firefighters now had the opportunity to become familiar with operations and intricacies of working in an expanding suburban environment, improving efficiency and knowledge.

² Steven F. Mehls, Carol J. Drake, and James E. Fell Jr, *Aurora: Gateway to the Rockies* (Denver, CO: Cordillera Press, Inc, 1985), 104-105; "Aurora Facilities Nearly Ready," *The Denver Post*, May 25, 1953; Aurora Fire Department, "AFFPA Local 1290 History, accessed March 12, 2020, <https://aurorafirefighters.org/about/who-we-are>; Abbet, et al, *Colorado*, 317-318, 328.

³ Aurora Fire Department, "AFFPA Local 1290 History, accessed March 12, 2020, <https://aurorafirefighters.org/about/who-we-are>; Olive Knight, "Training Center: Fire Station No. 5 Dedicated in Aurora," *The Denver Post*, June 30, 1971; City of Aurora. "Population." *City of Aurora* accessed March 31, 2020.

⁴ Knight, "Training Center: Fire Station No. 5 Dedicated in Aurora."

⁵ Ray Barnes, telephone interview by Jacob Giretti McDonald, January 25, 2021; Carl Smith, telephone interview by Jacob Giretti McDonald, February 18, 2021

⁶ "Excavation for Aurora Fire Station," *The Denver Post*, November 18, 1970; Knight, "Training Center: Fire Station No. 5 Dedicated in Aurora;" Ray Barnes, telephone interview by Jacob Giretti McDonald, January 25, 2021; Carl Smith, telephone interview by Jacob Giretti McDonald, February 18, 2021.

Fire Station No. 5 had an immediate impact on the training of Aurora's firefighters. The first formal academy began in 1972 and consisted of twelve recruits. For three weeks the recruits conducted morning drill, exercised, and worked with hose and ladders on the blacktop or in the engine room. More advanced training activities included search and rescue operations in the basement and ladder and repelling activities on the tower.⁷ Recruits and existing firefighters learned how to extract water from lakes and ponds using the drafting sump – which also permitted the reuse of water from training exercises. The parking lot provided space unavailable at other stations and resulted in increased instruction in auto extraction. The department acquired vehicles from nearby junk yards and practiced with complex power tools, so when called to an automobile accident, they could quickly remove an individual from danger.⁸ These training exercises were previously not centralized or unavailable within the department, amplifying efficiency and increasing Aurora Fire's abilities. It also allowed the department to add a search and rescue squad, a more specialized unit.

When Fire Station No. 5 entered operation on June 5, 1971, it housed two fire companies and provided coverage to the eastern suburbs under development. The eight firefighters stationed at No. 5 found themselves on the far reaches, often venturing into unincorporated Adams and Arapahoe counties (see Figure 4). Affectionately called Fort Apache, due to its secluded location, firefighters helped with brush fires, barn fires, and automobile accidents on Interstate 70. The annexation of Buckley and Sable Altura by the City was not popular; many residents fought the process and businesses that operated for years outside city fire codes were not subject to inspection. Enforcing necessary safety measures in these rural areas fell to those stationed at No. 5. The remote location did have benefits, the spacious landscape of Station No. 5 permitted racquetball to be played against the southern elevation and basketball on the blacktop.⁹

The station held this unique role within the department for sixteen years until the Denver and Aurora Fire Departments agreed to construct the Rocky Mountain Fire Academy (RMFA) in 1986. By the 1980s, the training academy expanded from three weeks to sixteen weeks, with a range of eighteen to twenty-five recruits. Along with its own recruits, several smaller municipalities began to contract with Aurora for training. This increase in activity required more room. Denver and Aurora worked together to develop the RMFA which featured structures and vehicles on which recruits and active-duty firefighters could practice. While large scale training occurred at RMFA, on-duty training still took place at Station No. 5. The station continued to serve eastern Aurora in this capacity until a replacement fire station was constructed and entered service in late 2019.¹⁰

⁷ Ray Barnes, telephone interview by Jacob Giretti McDonald, January 25, 2021; Mike Ackman, telephone interview by Jacob Giretti McDonald, February 8, 2021.

⁸ Carl Smith, telephone interview by Jacob Giretti McDonald, February 18, 2021.

⁹ "2 Petitions Threaten Suburban Annex Bids," *The Denver Post*, February 4, 1969; Mike Ackman, telephone interview by Jacob Giretti McDonald, February 8, 2021.

¹⁰ Woody Paige. "Coadjuvancy," *The Denver Post*, April 1, 1986; Mike Ackman, telephone interview by Jacob Giretti McDonald, April 16, 2020; Mike Ackman, telephone interview by Jacob Giretti McDonald, February 8, 2021; Carl Smith, telephone interview by Jacob Giretti McDonald, February 18, 2021.

Aurora continued to expand, and the city's fire department kept pace, opening seven new fire stations in the 1970s and 1980s.¹¹ The implementation of Fire Station No. 5 allowed standardized training throughout the department, providing quality service to the expanding suburban nature of Aurora. The construction of Fire Station No. 5, a direct result of Aurora's post-war expansion, provided coverage to the new developments in Sable-Altura and Buckley. Furthermore, the design and use of Fire Station No. 5 represents the modernization and professional development of the Aurora Fire Department as it took steps to protect the suburban neighborhoods of Aurora.

Criterion 3

Fire Station No. 5 at 1339 N. Airport Boulevard (formerly Buckley Road) combines two prominent architectural styles that embody Mid-Century design: International and Contemporary. The simple ornamentation and architectural references demonstrate the post-war desire to discard old traditions in favor of optimism, modernism, and functionality. International and Contemporary architectural styles emerged from these ideals, forming the foundation of many Mid-Century designs.

In the decades following World War I, several European architects created modern homes that became known as the International style. These architects were determined to develop designs devoid of historical context, to wipe away the regionalism they believed led to the Great War. They looked to promote the accomplishments of modern society through materials, displaying them prominently on a building's façade, not covering them up with historic decorative elements. Promoters of the International style also valued functionality, creating designs that served a purpose without excessive ornamentation.¹² While strict International structures are rare, many mid-century buildings contain distinguishing elements.

The Contemporary style emerged after World War II and reflected post-war optimism, technological advancement, and economic prosperity in the United States. Contemporary structures were designed from the inside out, substituting exterior detail for functionality, which appealed to all levels of government as a cost-effective building design. Interiors featured open floor plans that allowed the incorporation of modern household technologies that made life more comfortable.¹³ While Fire Station No. 5 is not the definition of Contemporary style, it incorporates numerous design features that contribute to its identification as a Mid-Century structure.

Fire Station No. 5 exhibits vital elements of the International Style, including a flat roof, simple ornamentation, horizontal emphasis, and functionality. The flat roof is a distinguishing

¹¹ Aurora Fire Department, "AFFPA Local 1290 History, accessed March 12, 2020.

¹² Lydia Mattice Brandt, "An Introduction to Making Modern Architecture Matter," *The Public Historian* 42, no. 4 (November 2020): 143; Virginia Savage McAlester, *A Field Guide to American Houses: The Definitive Guide to Identifying and Understanding America's Domestic Architecture*. 2nd ed. (New York: Alfred A. Knopf, 2013), 617-627; Diane Wilk, *A Guide to Denver's Architectural Styles and Terms* (Denver: Select Printing, 1995), 56.

¹³ Gwendolyn Wright, *Modern Architectures in History, USA* (London: Reaktion Books Ltd, 2008), 174; McAlester, *A Field Guide to American Houses*, 56.

element of both International and Contemporary styles, and while most International structures do not feature a parapet, the street-facing wall on Fire Station No. 5 is short and simple. All windows have a simple sill and lack a detailed header or lintel. The asymmetrical entry is recessed and obscured by the landscape, a common feature of Contemporary design. Original design materials consist of brick and stone veneer, with metal detailing; these modern materials are not only varied but are visible design elements in line with Contemporary fabric. Overall, the structure was designed to function as a fire station and training center, forgoing unnecessary ornamentation to serve firefighters' needs – a commonality of both styles.¹⁴

Fire Station No. 5 successfully combines notable features of International and Contemporary architectural styles to embody Midcentury architecture, reflecting design principles of the post-war and Cold War years. The functionality, simplicity and use of modern materials, found in Fire Station No. 5 permit future generations to grasp the values and construction methods of the period, which endeavored to detach from the past and focus on the promise of modern materials and life.

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¹⁴ McAlester, *A Field Guide to American Houses*, 56, 629-646.

the Interior Geological Survey, 1957.

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17. *Nomination Preparer*

Name: Jacob Giretti McDonald

Date:

Organization: Aurora Historic Sites and Preservation Office

Address: 15051 E Alameda Pkwy

Phone: 303.739.6674

City: Aurora

State: CO

Zip: 80012

Figures:

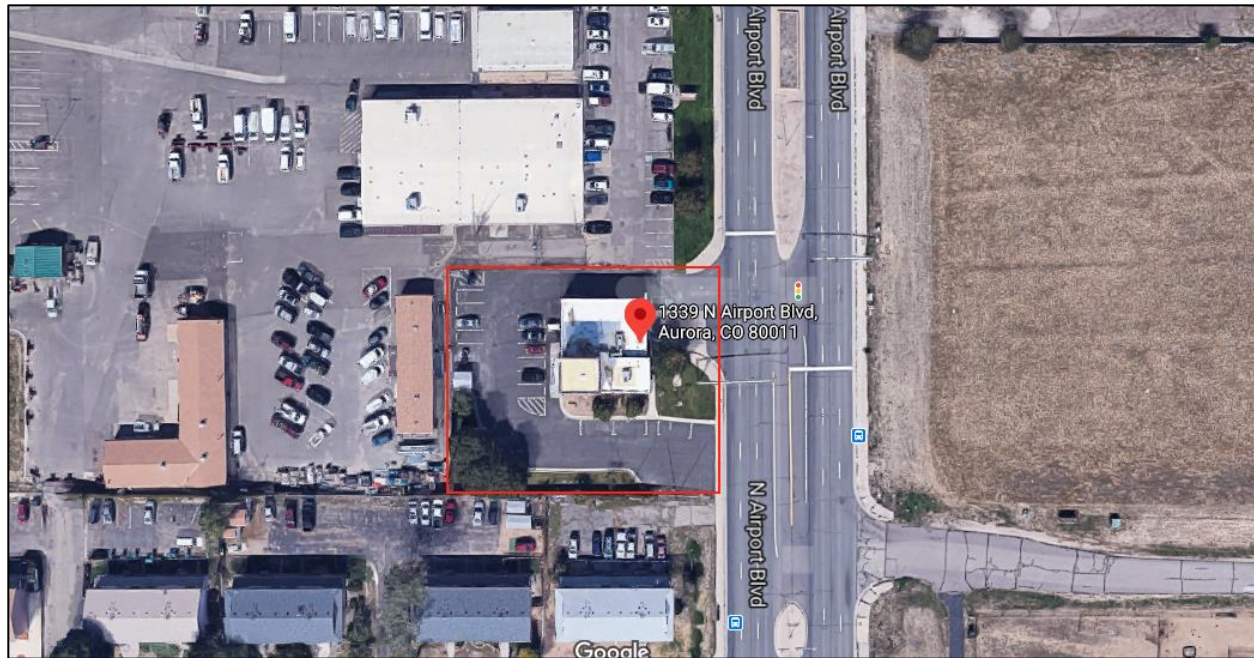


Figure 1: Fire Station No. 5 and surrounding parking lot, Google Maps, 2021.

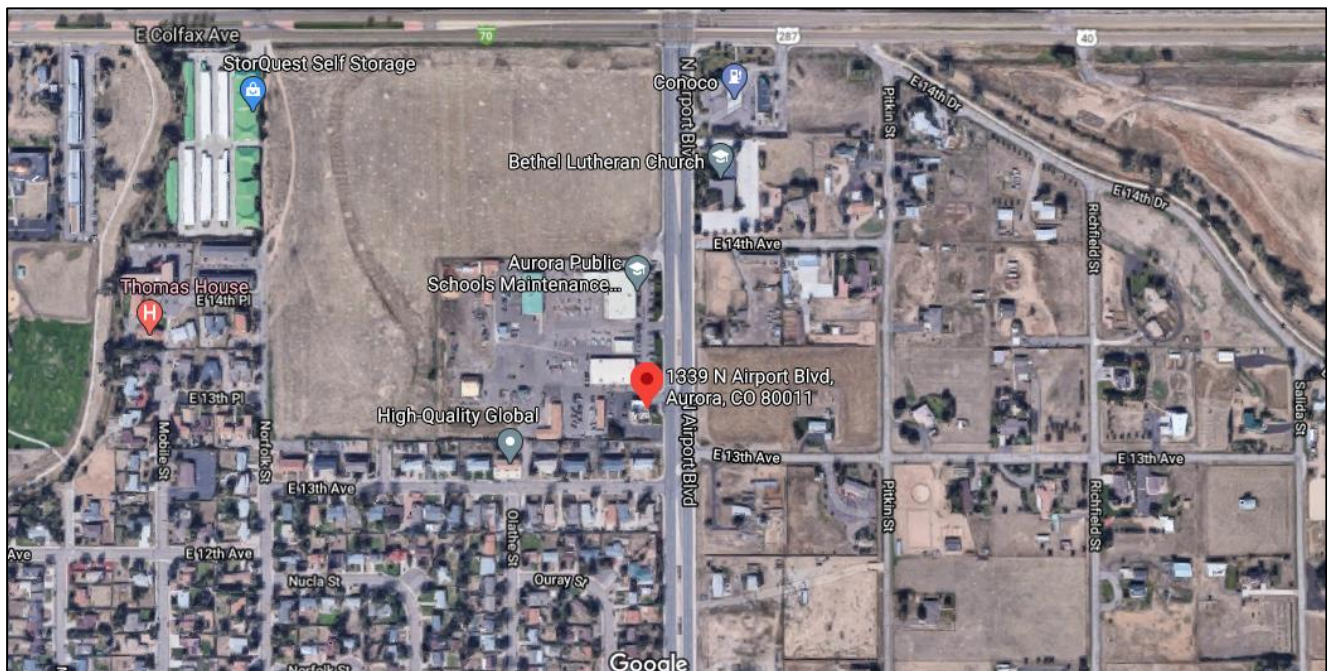


Figure 1: Fire Station No. 5, Google Maps, 2021.

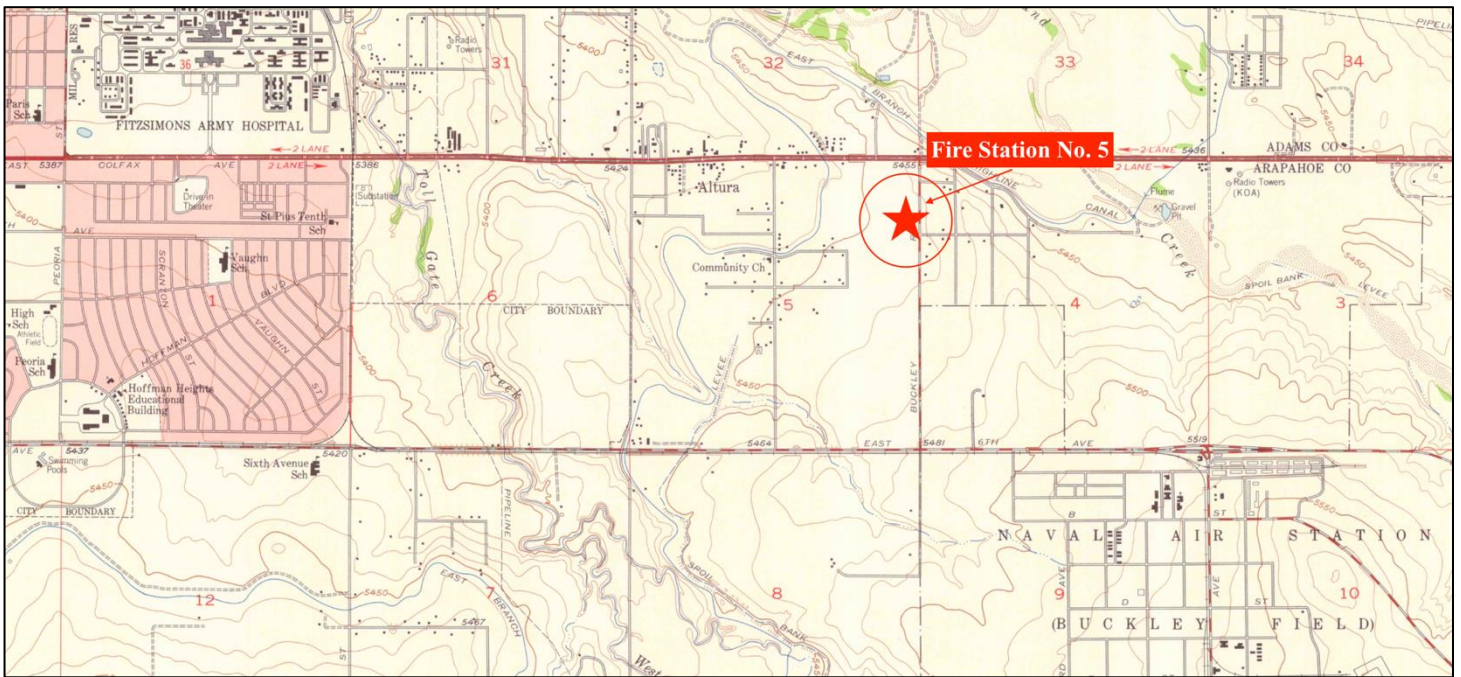


Figure 2: Location of Fire Station No. 5 (Star) imposed on a 1957 map of Aurora. Note the growth on the map below. Fitzsimons Quadrangle, Colorado, 1957.

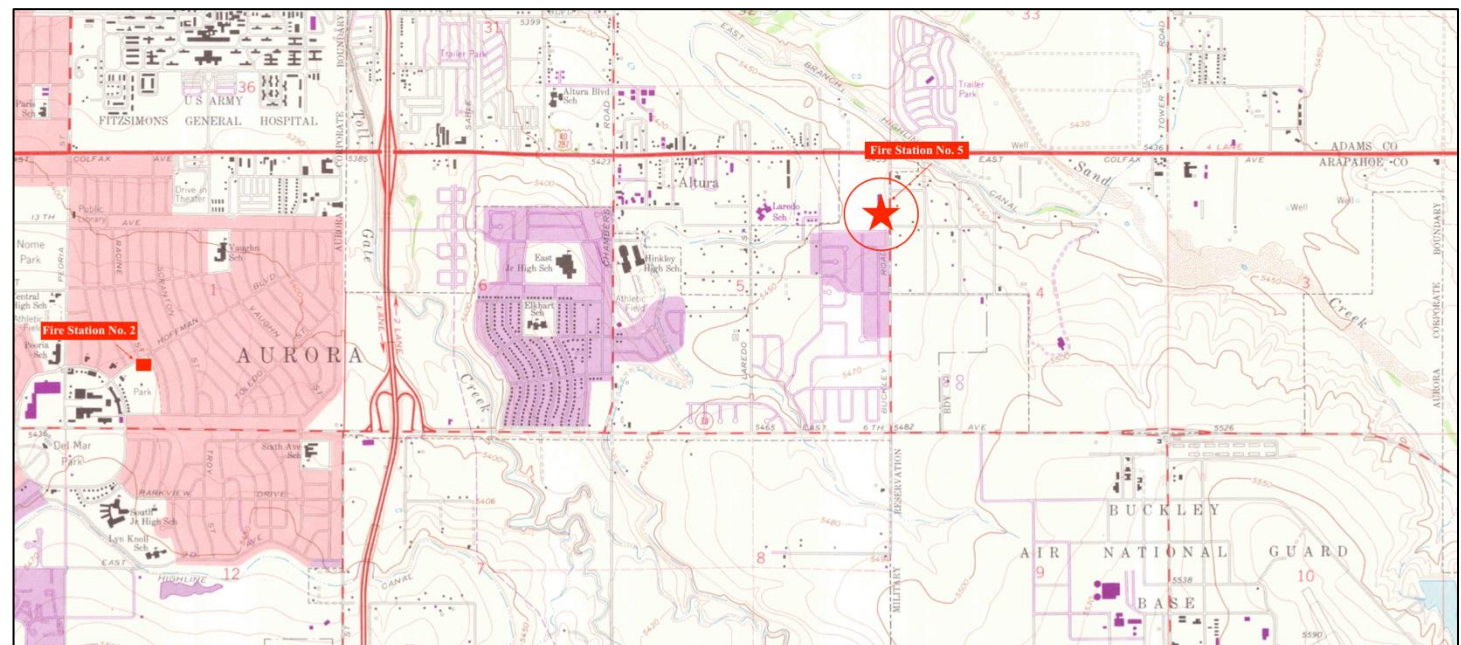


Figure 4: Location of Fire Station No.5 (Star) imposed on a map of Aurora in 1971. Developments added since 1965 are shown in purple. Note the distance from the city core and Fire Station No. 2 (Rectangle). At the time, Station No. 2 was the closest to the developments of Sable-Altura and Buckley (in purple). Fitzsimons Quadrangle, Colorado, 1965, revised 1971.

Images:



Image 1: Front façade, facing northwest. Fire Station No. 5 after completion. The Denver Post, 1971. *Second name above should read G. B. Ackman.



Image 2: Front façade, facing northwest. Note the absence of landscaping on the South Facade, changes in trim color and original windows. Photo by Duane Troxel, 1974.



Image 3: Front façade, facing northwest. Historic Preservation Commissioner Michael Ackman, Firefighter. Unknown photographer, 1984.



Image 4: Front facade, facing northwest. Note the changes in color and the cap on the parapet, the recessed entrance, and simple ornamentation. Photo by Drake Brownfield, 2020.



Image 5: Front façade, facing southwest. Note the extensive use of glazing and corner window. Photo by Drake Brownfield, 2020.



Image 6: Front facade, facing west. Note the large garage doors are not original and the continuation of the simple ornamentation. Photo by Drake Brownfield, 2020.



Image 7: Front facade, facing southwest. Note how the stone veneer extends past the main structure. Photo by Drake Brownfield, 2020.



Image 8: Southern elevation, facing north. Note the battlements on the parapet and how they run down the facade. Also, the windows are encased on the vertical length, but flush on the horizontal. Photo by Drake Brownfield, 2020.



Image 9: Southern facade, facing north. Note the double doors and protective railing around the parapet. Photo by Drake Brownfield, 2020.



Image 10: Northern elevation, facing southwest. Note the battlements on the parapet and window encasement match the South Facade. Photo by Drake Brownfield, 2020.



Image 11: Northern elevation, facing southwest. Note the simple ornamentation of the windowsills and the battlement detailing. Photo by Drake Brownfield, 2020.



Image 12: Western elevation, facing southeast. Note the continuation of the battlements along the parapet and the detailing that borders the windows. Photo by Drake Brownfield, 2020.

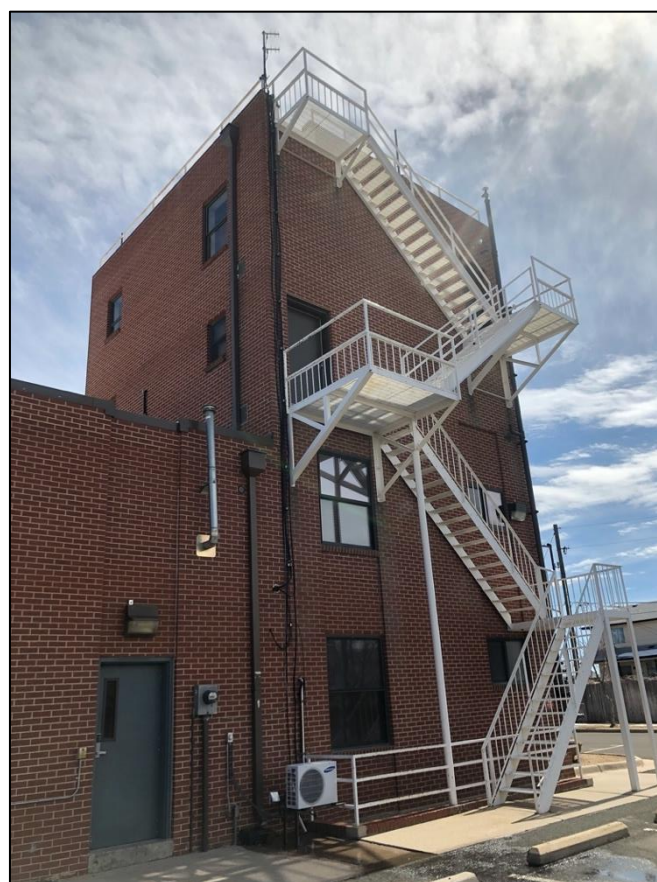


Image 13: Western elevation, facing southeast. Note the multiple platforms on the staircase, multiple window sizes (also visible on the north elevation), and the railing on the parapet. Photo by Drake Brownfield, 2020.



Image 14: Southern (foreground) and east elevation (background), facing northwest. Note the various window sizes and guard railing around the parapet. Photo by Drake Brownfield, 2020.

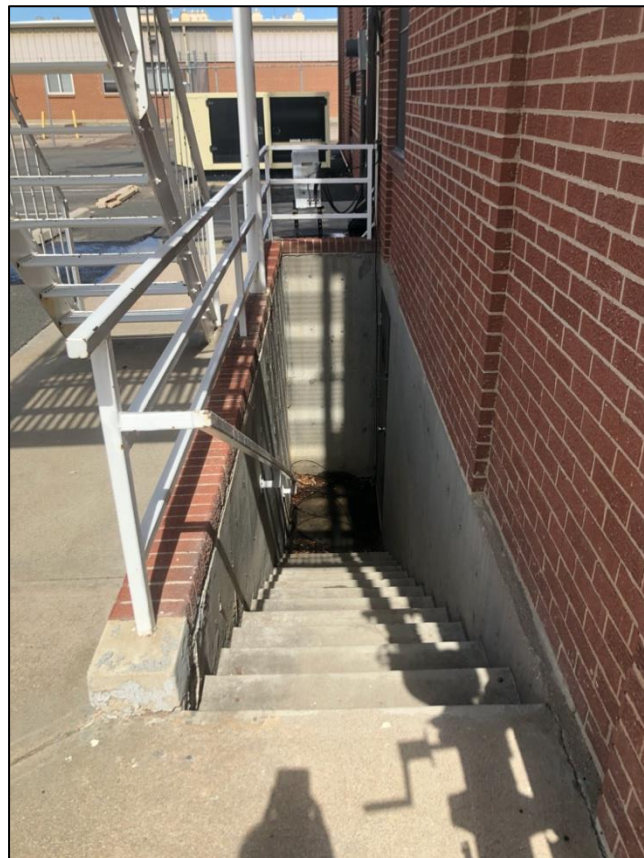


Image 15: Western elevation, facing north. The entrance to the basement is hidden and protected by guard railing. Note the location near the staircase. Photo by Drake Brownfield, 2020.



Image 16: Sculpture, near east façade, facing southwest. The sculpture was installed in 2006. Photo by Drake Brownfield, 2020.

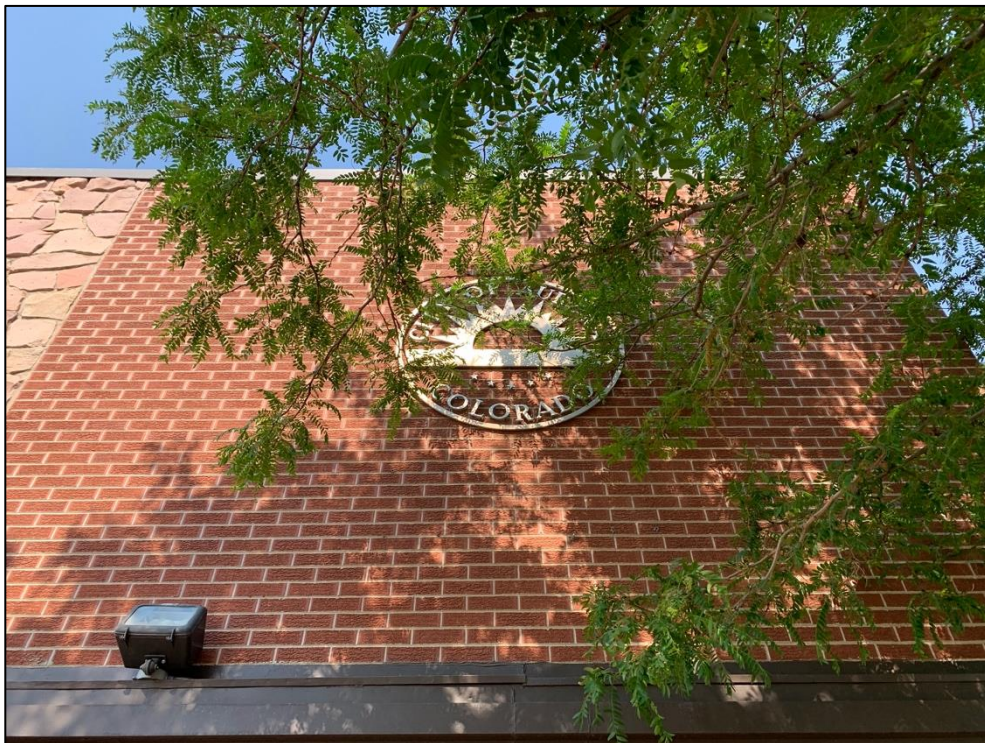


Image 17: The facade without the A.F.D No. 5 signage (removed in April 2021) , east facade, facing west. Photo by Jacob Giretti McDonald, 2021.

February 26, 2021

Aurora Historic Preservation Commission
15051 E Alameda Pkwy
Aurora, CO 80012

RE: Historic Landmark Designation

For: Aurora Fire Station 5 (Airport Blvd.)

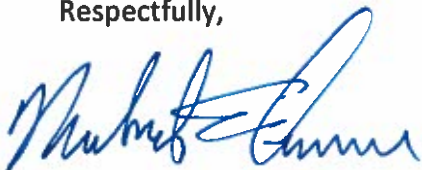
Please accept this letter of recommendation for the Aurora Historic Preservation Landmark status of the old Fire Station 5 at 1339 Airport Blvd.

As a retired Aurora Firefighter, Station 5 was an integral part of my career. I performed civil service testing, academy training and eventual assignment to the station in 1980.

The station was vital to the eastern expansion of our city and was the initial "Training Center" for recruit and in-service fire crews.

I believe passionately that this buildings history be saved and recognized for future generations of Aurora Citizens. Thank you in advance for your attention to this endeavor.

Respectfully,



Michael E. Ackman
7244 S. Fultondale Ct.
Aurora, CO. 80016



**Aurora Fire Rescue
Office of the Fire Chief
15151 E. Alameda Pkwy.
Suite 4100
Aurora, CO 80012**

Worth Discovering • auroragov.org

Re: Support for Station 5 Landmark Status

To whom it may concern:

The original Station 5 opened in the 1970's due to the city of Aurora's expansion and annexation of the Sable-Altura area in what was then a rural part of town. Many remote properties surrounded Station 5 where barn fires, hay fires and horse accidents were common incidents for the companies there. In the year 1971 Engine 5 went in service at Station 5, and in 1980 Truck 5 went into service.

AFR has a new station today, but I assure you there is a lot of history in the old facility. I would encourage the City of Aurora to memorialize this history of the fire department and celebrate the growth of our diverse city by supporting the request for Station 5 to have landmark status.

I must admit that my perspective is driven from observing the value of making a decommissioned fire station a historical landmark in another community. The city of Dallas operated a facility, ironically it was also Station 5, from 1907 to 1975 and upon decommission the structure was declared a historical landmark. The facility was transitioned into a Firefighter's Museum immediately afterwards and hosts over 4,000 regular visitors on average each year. In addition, a partnership with the Dallas Independent School District exists that allows 13,000+ second graders to receive fire and life safety training through a field trip to the Dallas Firefighter's Museum. This approach is invaluable and is successful in creating a new generation of children trained on how to keep themselves safe while also serving as an immersive long-term recruitment strategy. A similar approach could be used in our community.

Please let me know if you have any questions or need any clarity related to this subject.

Fernando M. Gray Sr
**Fernando M. Gray, Sr.
Fire Chief**



Aurora Firefighters IAFF Local #1290

To Whom it May Concern,

Aurora Firefighters Associations, IAFF Local-1290, expresses its support for Station 5's Historic Landmark Status. "Old" Station 5 not only housed firefighters and apparatus to serve our community but played a huge role for our members throughout their careers as it served as our academy training center for many years. Countless Aurora Firefighters, current and retired, served the citizens of Aurora as either assigned to or trained at Station 5.

Please take this into consideration and let me know if you have any questions.

Respectfully,

Travis Pulliam
President IAFF L-1290
Aurora Firefighters Association

AURORA HISTORIC PRESERVATION COMMISSION MINUTES
Tuesday, September 14, 2021
6:00 p.m.



Community Gallery
Aurora History Museum
15051 E. Alameda Parkway
Aurora, CO

Present: Chair Elizabeth Hamilton, Secretary Lynne Evans, Courtney Morehouse, Gordon Tucker, Mike Ackman, Barbara Henk, and Todd McMahon

Excused: Charlie Peters, Mike Lockwood

Staff: Drake Brownfield

Guests: Greg Baker & Marshall Brown (Aurora Water | SEAM Facility)

I. Call to Order

A quorum being present, Chair Elizabeth Hamilton called the Historic Preservation Commission (HPC or Commission) meeting to order at 6:00 p.m.

The minutes from the HPC regular meeting on August 10, 2021, were approved as amended.

Commissioner Tucker moved to suspend the regular HPC meeting for the public hearing. The motion was seconded by Commissioner Morehouse. The motion passed by voice vote.

The regular HPC meeting was suspended at 6:02 p.m.

II. Public Hearing on two items.

1. Aurora Water SEAM Facility Naming Request

The public hearing on the approval of the Aurora Water Southeast Area Maintenance (SEAM) Facility naming request was called to order at 6:03 p.m. Marshall Brown and Greg Baker presented the rationale for the naming request for the new Aurora Water SEAM Facility. The facility will be built on the north side of Quincy close to the City of Aurora Public Safety Training Center (CAPSTC). The request is to name the facility the Daniel P. Mikesell Water Facility after Dan Mikesell who has been a long-time director.

Commissioner Ackman moved that the HPC approve the naming request. Commissioner Morehouse seconded the motion. The motion passed by voice vote.

2. Aurora Fire Station No. 5 Landmark Nomination

Moving the Landmark Nomination for Aurora Fire Station No. 5 forward to City Council was discussed.

A motion to move the Landmark Nomination forward to City Council was made by Commissioner Tucker and seconded by Commissioner Henk. The motion passed by voice vote.

A motion to adjourn the Public Hearing and resume the Regular September 14, 2021, HPC meeting was made by Commissioner McMahon. The motion was seconded by Commissioner Ackman. The motion passed by voice vote

The Public Hearing was adjourned at 6:48 p.m.

The Regular August 10, 2021, HPC meeting resumed at 6:48 p.m.

III. Staff Report

Historic Preservation Specialist (HPS) Drake Brownfield gave his report.

Section 106 reviews: No historic properties affected.

Museum Programs: The HPC was given an overview of the current programs offered by the Aurora History Museum.

New Gallery: The hands on room has been painted and will now serve as a gallery.

DeLaney Farm: The Education Barn and Round Barn have both been painted. Some maintenance work is needed for the door of the Round Barn. Some repair on interior windows is needed at Gully House.

Centennial House: Window shade replacements are being ordered. Front porch repairs and stair installation are needed.

Cultural Affairs Commission: Drake gave a presentation about HPC at the Cultural Affairs Commission meeting on September 8, 2021. The Aurora Historical Society and the Aurora Museum Foundation were also represented.

HPC Meeting Location: A change of location for the HPC meeting was discussed. Visiting historic sites for our meetings was also discussed.

Workshop at DeLaney: Colorado Preservation, Inc. is presenting a workshop on October 14th Basic Preservation for the Non-Engineer at DeLaney Farm from 1-5 p.m.

Archaeology Workshop: Commissioner McMahon informed the HPC that History Colorado is presenting the 2021 International Archaeology Day ~~Workshop~~ **Expo** on October 16th at Roxborough Intermediate School from 9-3.

Budget: The current budget is \$6,405.05. \$195.95 has been spent to date.

III. Old Business

Red Cross Project: Construction has started. Signage will be included. There will be a ribbon cutting ceremony upon completion of the project.

Lowry 880: Commissioner Ackman and Rick Crandall will discuss the project over lunch.

Coal Creek: A Certificate of Occupancy has been awarded for Coal Creek School. Fall and holiday education programs are being planned.

Oral History: No update

KOA Building: No update. Highline Canal signage is being discussed.

Fox Signage: A project manager should be assigned before our October HPC meeting.

Buckley Tour: 4 commissioners attended the Buckley Tour.

Windler Homestead: No update

Subcommittee: The commission will discuss the subcommittees and determine whether we need to add or change current subcommittees at the October HPC meeting. Subcommittee discussion will also talk about positive ways to encourage homeowners of historic sites to maintain their properties and ways the HPC can help.

Ward Meetings: No update.

Alternative Meeting Location: Drake will put a list together of possible meeting locations to discuss at the October HPC meeting.

Resignation: Commissioner Lockwood is moving to Woodland Park and will be resigning from the HPC.

Site Plan Report: Historic Preservation Drake Brownfield reported on Original Aurora Group #4 William Smith House and School. Both are in excellent condition.

Items for the October 12, 2021, meeting will include:

- Update on Red Cross Project
- Update on Lowry Building 880 Interpretive Signage
- Update on Oral History Project
- Update KOA Building Signage Opportunity
- Update on Fire Station #5 Landmarking Nomination
- Update on the Fox Signage SHF Grant
- Update on the Windler Homestead
- City Wide Bank building update
- Subcommittee discussion
- Report on ward Wards Meetings
- Site Plan Report: Commissioner McMahon Original Aurora (Group 5)

V. Adjournment:

The Commission adjourned its meeting 7:53 p.m.

Submitted by: Lynne Evans Date: September 20, 2021

Approved by:



Date:

10/12/2021

DRAFT – Subject to Approval

**PUBLIC RELATIONS, COMMUNICATIONS, TOURISM, LIBRARIES, BOARDS AND
COMMISSIONS AND CITIZEN GROUPS POLICY COMMITTEE MEETING**
October 27, 2021

Members Present: Council Member Alison Coombs, Chair
Council Member Juan Marcano, Vice-Chair
Council Member Crystal Murillo

Others Present: Midori Clark, Kim Skaggs, Kim Stuart, Drake Brownfield, Mary Mollicone,
Roberta Bloom, Elly Watson, Laura Perry, Tony Nguyen, Abraham Morales,
Brenda Perea

WELCOME AND INTRODUCTIONS

Council Member (CM) Coombs welcomed everyone.

REVIEW/APPROVAL OF MINUTES

The minutes from August 26, 2021, were approved as presented.

ANNOUNCEMENTS

None.

CONSENT ITEMS

None.

NEW ITEMS

**HISTORIC LANDMARK NOMINATION – AURORA FIRE STATION NO. 5 – 1339 N.
AIRPORT BOULEVARD**

Drake Brownfield, Historic Preservation Specialist, share the presentation previously provided to the Committee. Aurora Fire Station No. 5 has been deemed up for landmark nomination. This building has been nominated due to the utilitarian designs that show the historical development of the building. This building was used to train firefighters and support firefighting operations in Aurora and is noteworthy for the relative lack of updates or structural changes over the years. The facility is still under City ownership and is now used to house ranger staff and equipment for recreation services. This landmark nomination would not impact or effect the current use of the building for these purposes. The metal staircases in the rear of the building were largely built by Aurora Fire Department staff and were used to help with training exercises. Additionally, there is a basement entrance that is used to help with training exercises and mimic different types of real-world scenarios firefighters may encounter. There is also a piece of art on this property that was installed in 2006.

This building qualifies for historic landmark nomination based on the following criterion: the property exemplifies the broad cultural, political, economic, and social history of Aurora; the property embodies distinguishing characteristics of an architectural type inherently valuable to the study of a period; the property surpasses the required minimum of 50 years since construction.

DRAFT – Subject to Approval

Benefits of a Landmark Nomination include preserving and celebrating Aurora’s unique past; enhancing a building’s prestige; may increase property value; may influence conditions and property values in surrounding neighborhoods; allow grant funding and tax credits for rehabilitation costs at federal and state levels.

CM Coombs opened the floor for questions. Seeing no other questions, CM Coombs asked if this landmark nomination would be given the same level of credence as is given to older properties in Aurora. Drake stated that this is something that has been discussed frequently within his team and part of the work his team does is to ensure that the story behind this landmark property is highlighted and the importance is clearly understood. Part of why the benchmark for landmark nominations is 50 years rather than 150 is to allow the property to have a little less ubiquity but allows for more properties to qualify. This lower threshold will also allow for a greater understanding that history doesn’t have to be limited to buildings and events from as long ago as generally anticipated.

CM Coombs asked the Committee if there was approval to move the item forward to a study session or approval by the full council. CM Marciano and CM Murillo provided unanimous consent.

Outcome

Unanimous approval to move this item forward to study session and full approval.

Follow-Up

Staff will take the required steps to move the item to study session.

The meeting adjourned at 3:54p.m.

APPROVED:

CM Alison Coombs, Chair

RESOLUTION NO. R2021-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, TO APPROVE DESIGNATING AURORA FIRE STATION NO. 5, LOCATED AT 1339 AIRPORT BOULEVARD, AURORA, COLORADO, AS A LOCAL HISTORIC LANDMARK

WHEREAS, Aurora Fire Station No. 5, located at 1339 Airport Boulevard, Aurora, Colorado, has been nominated to be designated as a local historic landmark; and

WHEREAS, Aurora Fire Station No. 5 reflects the broad cultural, political, economic, or social history of the community for its role in the expansion of Aurora in the 1970s; and

WHEREAS, Aurora Fire Station No. 5 embodies distinguishing characteristics of an architectural type inherently valuable to study a period, style, method of construction, or indigenous materials or craftsmanship, namely it international and Contemporary architecture; and

WHEREAS, a public hearing was conducted on September 14, 2021, by the Historic Preservation Commission for the purpose of considering the nomination of Aurora Fire Station No. 5 as a local historic landmark; and

WHEREAS, the Historic Preservation Commission recommends City Council approve a local historic landmark designation for Aurora Fire Station No. 5; and

WHEREAS, Council conducted a public hearing on whether Aurora Fire Station No. 5, located at 1339 Airport Boulevard, Aurora, Colorado should be designated as a local historic landmark; and

WHEREAS, City Council finds and determines that historic district designation for Aurora Fire Station No. 5, located at 1339 Airport Boulevard, Aurora, Colorado, is appropriate.

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

Aurora Fire Station No. 5, located at 1339 Airport Boulevard, Aurora, Colorado, is hereby designated as a local historic landmark for the City of Aurora, Colorado.

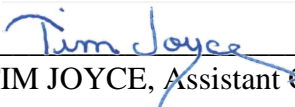
RESOLVED AND PASSED this ____ day of _____, 2021.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM :

 RLA

TIM JOYCE, Assistant City Attorney



AURORA FIRE STATION NO. 5 LANDMARK NOMINATION

Report to CC Study Session, December 13, 2021

Location and Context

2



Old Fire Station No. 5 (1339 N. Airport Blvd) in greater context

Aurora Fire Station No. 5

3



OS5, façade, 2020

International & Contemporary
architectural styles

Built in **1971**

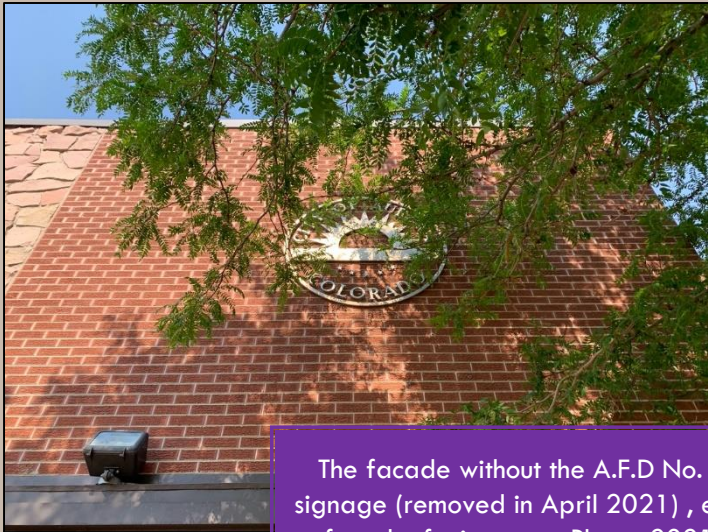
One of AFD's earliest
training centers

High historic integrity

Remains city-owned

Open Space and
Natural Resources
house Ranger staff and
equipment in the
building

Elevation Photos



The facade without the A.F.D No. 5 signage (removed in April 2021) , east facade, facing west. Photo, 2021.



Southern elevation,
Note the various
window sizes and guard
railing around the
parapet, 2020.



Northern elevation. Note the parapet
battlements and window encasement
and simple ornamentation, 2020.



Western elevation, tower
detail, note the continuation of
the parapet battlements, 2020

Significance Criteria

5

Old Station No. 5

Criterion 1: The property exemplifies the broad cultural, political, economic and social history of Aurora

Criterion 3: The property embodies distinguishing characteristics of an architectural type inherently valuable to the study of a period.

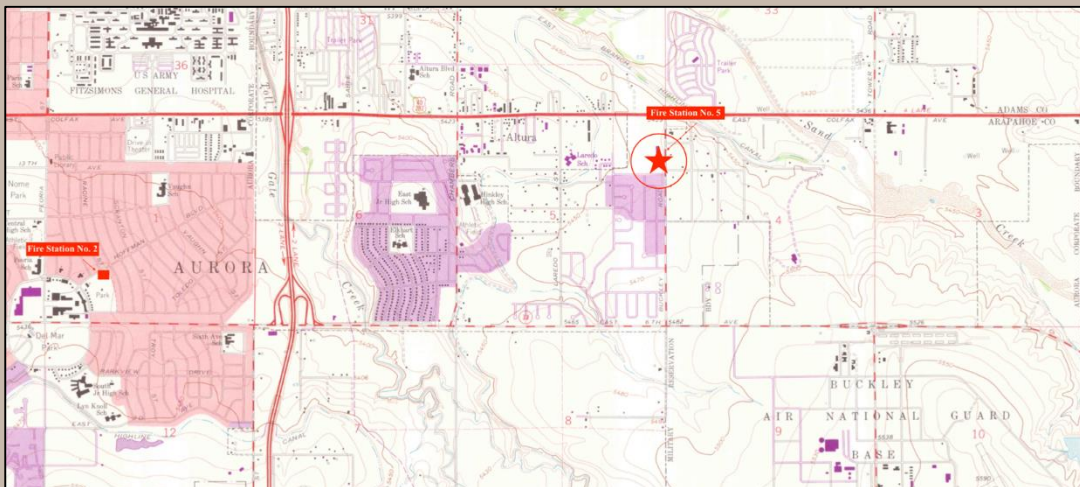


OS5, façade, 2020.

SC 1: Aurora's Growth

6

Location of Fire Station No. 5 (Star) imposed on a 1957 map of Aurora. Note the growth on the map below. Fitzsimons Quadrangle, Colorado, 1957.



Location of Fire Station No.5 (Star) imposed on a map of Aurora in 1971. Developments added since 1965 are shown in purple. Note the distance from the city core and Fire Station No. 2 (Rectangle). At the time, Station No. 2 was the closest to the developments of Sable-Altura and Buckley (in purple). Fitzsimons Quadrangle, Colorado, 1965, revised 1971.

SC 1: Original Aurora

7



Front façade, facing northwest. Fire Station No. 5 after completion. The Denver Post, 1971. *Second name above should read **G. B. Ackman**.

1950: City population reaches 11,421

1951: Aurora hires first paid firefighter, Ray Sallies

1955: Aurora Fire Station No. 1 opens

1960: City population reaches 48,548
Aurora Fire Station No. 3 opens

1966: Aurora Fire Station No. 4 opens

1969: Sable-Altura added to Aurora

1971: Aurora Fire Station No. 5 opens

SC 1: Original Aurora

8



Above: HPC Michael Ackman,
Firefighter. 1984.

Left: Front façade, facing
northwest. 1974.

SC 3: Architecture

9



*International &
Contemporary*

Modest interpretation of both Mid-Century designs

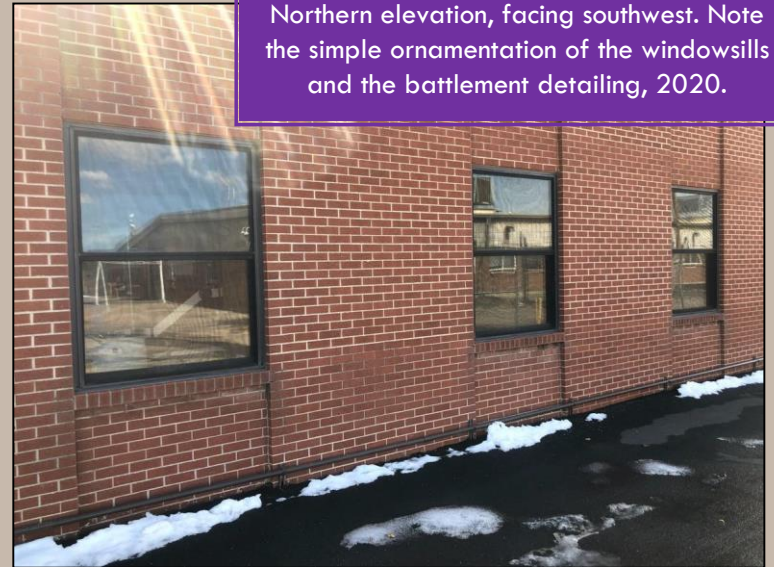
- Modern building materials on display
- Functionality & purpose over ornamentation
- Flat roof
- Horizontal emphasis
- Simple ornamentation
- Asymmetrical entry
- Two stories tall (save for training tower)

International and Contemporary architectural styles emerged from these post-war optimism, favoring modernism and functionality. This formed the foundation of many Mid-Century designs.

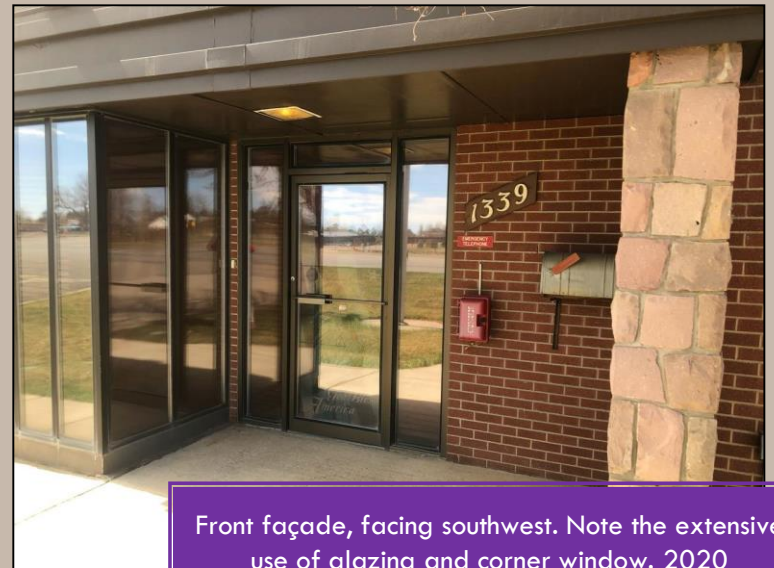
SC 3: Architecture



Front facade, facing southwest. Note how the stone veneer extends past the main structure. 2020



Northern elevation, facing southwest. Note the simple ornamentation of the windowsills and the battlement detailing, 2020.



Front façade, facing southwest. Note the extensive use of glazing and corner window. 2020

Landmark Benefits

11

Preserves and celebrates Aurora's unique past

Enhances a building's prestige

May increase property value

May influence conditions and property values in surrounding neighborhood

Allows grant funding and tax credits for rehabilitation costs at federal and state levels



Strait Lumber,
Landmark No. 29, 1947



Melvin-Lewis
Cemetery,
Landmark No. 31,
Est. 1860s



Carlson-Holzer House,
Landmark No. 30, 1911

Questions or Comments?

12

Elizabeth Hamilton

Historic Preservation Commission (Chair)

hamilton.elizabeth@comcast.net

Drake Brownfield

Historic Preservation Specialist

303-739-6661

dbrownfi@auroragov.org



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora approving the Central Colorado Mountain River Basin Weather Modification Program cost-sharing agreement.

Item Initiator: Abba Ahmed, Water Resources Project Manager, Aurora Water

Staff Source/Legal Source: Abba Ahmed, Water Resources Project Manager, Aurora Water / Christine McKenney, Manager of Client Services, City Attorney

Outside Speaker: N/A

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

COUNCIL MEETING DATES:

Study Session: 12/13/2021

Regular Meeting: 12/20/2021

ITEM DETAILS:

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated Presentation/discussion time

Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora approving the Central Colorado Mountains River Basin Weather Modification Program cost-sharing agreement.

- No Waiver of Reconsideration
- Kathy Kitzmann, Water Resources Principal, Aurora Water
- Abba Ahmed, Water Resources Project Manager, Aurora Water Christine McKenney, Manager of Client Services, City Attorney
- No Outside Speaker
- 5 min. presentation / 5 min. discussion

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

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

Reason for waiver is described in the Item Details field.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Water Policy

Policy Committee Date: 11/17/2021

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

- | | |
|---|---|
| <input checked="" type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input checked="" type="checkbox"/> Minutes Attached | <input type="checkbox"/> 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 November 17, 2021 the Water Policy Committee supported forwarding the Central Colorado Mountain River Basin weather modification program cost-sharing agreement forward to Study Session.

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

This proposed intergovernmental agreement (IGA) provides for multiple water agencies to cost share weather modification (cloud seeding) services conducted under the Central Colorado Mountains River Basin (CCMRB) Weather Modification Program. The CCMRB program is a statewide collaboration and is operated by Western Weather Consultants LLC. Cloud seeding occurs only when specific winter cloud seeding criteria are met. The target area includes the watersheds for Aurora's Homestake, Busk-Ivanhoe, and Twin Lakes water supply systems. The 2021-2022 CCMRB budget, currently approximately \$255,000, supports 1,636 hours from both manually and remotely operated cloud nucleating generators in over 20 locations that may be operated from November 1, 2021 to April 15, 2022. An annual accounting will be provided and will include documentation to support decisions to initiate or suspend the seeding events.

The proposed IGA allows Aurora to share in the costs for cloud seeding services in the program target area of the Upper Colorado River Basin in Pitkin, Eagle, Summit and Grand Counties. Aurora's cost share will be \$9,600 of the \$100,000 committed by several different entities through this 2021-2022 CCMRB program cost share agreement. The Colorado River District will coordinate funding and administer the contract with the program consultants. The \$100,000 from this IGA will be used in conjunction with approximately \$125,000 from the Colorado Water Conservation Board, \$27,000 in carry over funding from last years' program, and additional amounts received from other funding sources. The Colorado River District anticipates contracting approximately \$269,000 on behalf of the CCMRB program which includes additional funding from Winter Park and from the Desert Research Institute.

The CCMRB is one of many weather modification programs used throughout the nation. Recent studies indicate these programs may increase precipitation in targeted areas by 10% to 15%. The program data collected each year provides for increased accuracy and efficiency. The cost share of \$9,600 is minor for the potential increase in water supply that these weather modification services may provide to Aurora.

QUESTIONS FOR COUNCIL

Does Council support moving this consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora approving the Central Colorado Mountain River Basin Weather Program cost-sharing agreement forward to the Regular Council Meeting?

LEGAL COMMENTS

The Council may, by resolution, enter into contracts or agreements with other governmental units or special districts for the joint use of buildings, equipment or facilities, or for furnishing or receiving commodities or services (Charter §10-12). The Agreement is approved as to form. (McKenney)

PUBLIC FINANCIAL IMPACT

☒ YES ☐ NO

If yes, explain: Funding for this agreement will be from the Water Fund operating budget in the amount of \$9,600.00.

ORG: 52033 (Arkansas Valley Range Project)

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,
APPROVING THE CENTRAL COLORADO MOUNTAINS RIVER BASIN WEATHER
MODIFICATION PROGRAM COST- SHARING AGREEMENT

WHEREAS, the Central Colorado Mountains River Basin Weather Modification Program is designed to obtain weather monitoring services and to provide education programs for the program target area of the Upper Colorado River Basin; and

WHEREAS, the River District on behalf of the parties to the agreement will administer the contract with the consultants who will carry out the program including collecting funds from the parties and reimbursing the consultants; and

WHEREAS, Aurora's share of the costs to participate in the program is Nine Thousand Six Hundred Dollars, (\$9,600.00) and no party shall be responsible for the payment of another party; and

WHEREAS, Aurora City Code Section 138-28 authorizes the City's Utility Enterprise to acquire, construct, operate, maintain, improve and extend water, wastewater, and storm drainage facilities within or without the corporate boundaries of Aurora, and to make contracts, acquire lands, and do all things that are necessary or convenient therefore.

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

Section 1. The Central Colorado Mountains River Basin Weather Modification Program Cost- Sharing Agreement is hereby approved.

Section 2. Council hereby directs staff and legal counsel to take all steps necessary to prosecute all necessary water court and ancillary proceedings allowing for City's Utility Enterprise's use of the water as part of the municipal system.

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:

Christine McKenney

CHRISTINE MCKENNEY,
CITY ATTORNEY CLIENT MANAGER

CENTRAL COLORADO MOUNTAINS RIVER BASIN WEATHER MODIFICATION PROGRAM
COST-SHARING AGREEMENT

This Central Colorado Mountains River Basin Weather Modification Program Cost-Sharing Agreement is made and entered into on November 1, 2021, by and between the following entities:

The Colorado River Water Conservation District (“River District”), whose contact information is 201 Centennial Street, Suite 200, Glenwood Springs, Colorado, 81601, (970) 945-8522; c/o Michael Eytel, (meytel@crwcd.org).

The Northern Colorado Water Conservancy District (“Northern”), whose contact information is 220 Water Avenue, Berthoud, Colorado, 80513, (970) 622-2259; c/o Kyle Whitaker, (kwhitaker@northernwater.org).

The Southeastern Colorado Water Conservancy District (“Southeastern”), whose contact information is 31717 United Avenue, Pueblo, Colorado, 81001, (719) 948-2400; c/o Jim Broderick (jwb@secwcd.com).

City of Aurora, Colorado, acting by and through its utility enterprise, (“Aurora Water”), whose contact information is 15151 E Alameda Pkwy #3600, Aurora, Colorado, 80012, (303) 739-7370; c/o Rick Kienitz (rkienitz@auroragov.org).

The City of Colorado Springs, acting by and through its enterprise Colorado Springs Utilities, whose contact information is 1521 Hancock Expressway, Mail Stop 1825, Colorado Springs, Colorado, 80903, (719) 668-8720; c/o Maria Pastore (mpastore@csu.org).

The Board of Water Works of Pueblo, Colorado (“Pueblo”), whose contact information is 319 West Fourth Street, Pueblo, Colorado, 81003, (970) 584-0235; c/o Alan Ward (award@pueblowater.org).

The City and County of Denver, acting by and through its Board of Water Commissioners (“Denver Water”), whose contact information is 1600 West 12th Avenue, Denver, Colorado, 80204, (303) 628-6762; c/o Jeff Bandy (jeff.bandy@denverwater.org).

The Twin Lakes Reservoir and Canal Company (“Twin Lakes”), whose contact information is 331 Main Street, Ordway, Colorado, 81063-1302, (719) 267-4411; c/o Kalsoum Abassi (kabbasi@csu.org).

The Intrawest/Winter/Winter Park Operation Corporation (“Winter Park”), whose contact information is P.O. Box 36, 85 Parsenn Road, Winter Park, Colorado, 80482, (970) 726-1564; c/o Heather Ruth (hruth@winterparkresort.com).

The foregoing entities are sometimes referred to herein individually as a Party and collectively as Parties.

The Parties wish to enter into the Agreement to obtain weather modification services for the program target area of the Upper Colorado River Basin, generally above elevation 8,500 feet, in Pitkin, Eagle, Summit and Grand Counties, with some exclusion areas, during the 2021-2022 winter and to provide public outreach and education regarding the weather modification program (“CCMRB Program”).

AGREEMENT

1. The Parties agree that the River District, on behalf of the Parties, will enter into and administer the contracts with the consultants who will carry out the CCMRB Program. The parties further agree that the River District will deduct up to \$10,000.00 (Ten Thousand Dollars) pursuant to the attached billing rate sheet for cost recovery for the administration of the CCMRB Program on behalf of the Parties. Additionally, the River District will accept and administer approximately \$125,000.00 (One Hundred Twenty-Five Thousand Dollars), less three (3) percent management fee, contributed by the Colorado Water Conservation Board (“CWCBC”) in furtherance of the CCMRB Program.

As the administrator, the River District will review invoices and reports, monitor activities and performance, distribute information, collect funds from the Parties, and reimburse the Consultants. The River District will act as the administrator of the program only and will not direct or perform the operational activities contemplated by the CCMRB Program. In administering the CCMRB Program, the River District assumes no responsibility for the outcome or consequences of the CCMRB Program. The River District shall not be responsible for any damages to persons or property which may result from the CCMRB Program.

2. The Parties authorize the River District to enter into professional services agreement(s) with the one or more consultants to carry out the CCMRB Program.
 - A. The Work shall be performed at all times in compliance with all applicable local, state, and federal laws and regulations. Consultant shall not discriminate against any person because of age, sex, race, national origin, ancestry, disability or religion.
 - (1) Compliance with C.R.S. § 8-17.5-102:
 - (a) Consultant shall not knowingly employ or contract with an unauthorized worker to perform the Work.
 - (b) Consultant shall not enter into a contract with a subcontractor that fails to certify that the subcontractor shall not knowingly employ or contract with an unauthorized worker to perform the Work.
 - (c) Consultant has verified or attempted to verify through participation

in the Basic Pilot Program¹ that the Consultant does not employ any unauthorized worker. If the Consultant is not accepted into the Basic Pilot Program prior to entering this Agreement, the Consultant shall apply to participate in the Basic Pilot Program every three months until the Consultant is accepted or the Work has been completed, whichever is earlier. This provision is not required or effective if the Basic Pilot Program is discontinued.

- (d) Consultant shall not use the Basic Pilot Program Procedures to undertake pre-employment screening of job applicants during the term of this Agreement.
- (e) If Consultant obtains actual knowledge that a subcontractor performing the Work knowingly employs or contracts with an unauthorized worker, the Consultant shall:
 - i) Notify the subcontractor and the River District within three days that the Consultant has actual knowledge that the subcontractor is employing or contracting with unauthorized workers; and
 - ii) Terminate the subcontract if the Consultant does not stop employing or contracting with the unauthorized worker within three days of receiving such information. If the subcontractor provides information to establish that the subcontractor did not knowingly employ or contract with an unauthorized worker, then the Consultant shall not terminate the subcontract.
- (f) Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation of whether Consultant or a subcontractor has hired an unauthorized worker.
- (g) If Consultant violates any of the terms of this Section 2.A., or otherwise fails to comply with C.R.S. § 8-17.5-102, the River District may terminate the Agreement for breach of contract and the Consultant shall be liable for actual and consequential damages to the River District.

¹“Basic Pilot Program” means the Basic Pilot Employment Verification Program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, that is administered by the United States Department of Homeland Security.

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3. The Parties agree to pay the following amounts as participants in the CCMRB Program:

A.	Front Range Water Council Members:	
i.	Northern Colorado Water Conservancy District	\$9,600
ii.	Southeastern Colorado Water Conservancy District	\$9,600
iii.	Aurora Water	\$9,600
iv.	Pueblo Board of Water Works	\$9,600
v.	Denver Water	\$12,400
vi.	Twin Lakes Reservoir and Canal Company	\$9,600
vii.	Colorado Springs Utilities	\$9,600
B.	Colorado River Water Conservation District	\$25,000
C.	Intrawest/Winter Park Operations Corporation (Winter Park)	\$5,000

No Party shall be responsible for payment of the obligations of any other Party under this Agreement.

4. The River District will invoice each Party for its portion of the costs of the work. These invoices shall be payable upon receipt.
5. This Agreement shall automatically terminate on October 31, 2022. The Parties' obligation to pay the River District their respective portion of the costs shall survive termination of this Agreement.
6. Nothing in this Agreement is intended or shall be construed to create a multiple fiscal year financial obligation or debt of any Party. Where activities or payment obligations provided in the Agreement extend beyond the current fiscal year, continued expenditures or appropriations are contingent on the approval of that Party's governing body. Any unexpended contributed funds may be carried forward and used to fund any future CCMRB activities, at the discretion of the River District program administrator.
7. This Agreement is the entire Agreement between the Parties regarding the subject matter hereof and shall be modified by the Parties only by a duly executed written instrument approved by all the Parties.
8. This Agreement may be executed in any number of counterparts.

IN WITNESS WHEREOF, the Parties hereto have accepted, made and executed this Agreement upon the terms, conditions and provisions stated above.

[Signatures on following page]

CCMRB Cost-Sharing Agreement
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By: _____ Date: _____
Andrew A. Mueller, General Manager
Colorado River Water Conservation District

By: _____ Date: _____
Bradley D. Wind, General Manager
Northern Colorado Water Conservancy District

By: _____ Date: _____
James Broderick, Executive Director
Southeastern Colorado Water Conservancy District

By: _____ Date: _____
Earl Wilkinson, Chief Water Compliance Innovation Officer
Colorado Springs Utilities

By: _____ Date: _____
Seth Clayton, Executive Director
The Board of Water Works of Pueblo, Colorado

By: _____ Date: _____
Rick Marsicek, Chief Water Resources Strategy Officer
Denver Water

REGISTERED AND COUNTERSIGNED:
CITY AND COUNTY OF DENVER

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

By: _____ Date: _____
Bruce Hughes, General Manager
The Twin Lakes Reservoir and Canal Company

By: _____ Date: _____
Sky Foulkes, President/COO
The Intrawest/Winter Park Operation Corporation

CCMRB Cost-Sharing Agreement

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

Mike Coffman, Mayor

Date: _____

ATTEST:

Kadee Rodriguez, City Clerk

Date: _____

Approved as to form for Aurora:

Christine McKenney
Client Group Manager
City Attorney Office

Date

21031166
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)

Central Colorado Mountains River Basin Weather Modification Program (CCMRB Program): 2021-2022 Winter Cloud Seeding

State of Colorado Weather Modification Permit # 2017-02

CCMRB Program Sponsors: Front Range Water Council, Colorado River Water Conservation District, Winter Park and Colorado Water Conservation Board.

Points of Contact:

- Colorado River Water Conservation District: Mike Eytel or Dave Kanzer, 201 Centennial St # 200, Glenwood Springs, CO 81601

Operational Plan

The 2021-2022 CCMRB Program will be operated by Western Weather Consultants, LLC. (WWC) with the intention of increasing the mountains snowpack for recreational, agricultural, industrial, and domestic uses. The cloud seeding operations will use both manually and remotely operated ground-based Cloud Nuclei Generators (CNG). The manually operated CNG use a 4% silver iodide, 1.25% sodium iodide solution in Acetone, burned in a propane flame at a rate of 5 to 25 grams per hour. The remotely operated CNG use a 2% silver iodide, .75% sodium iodide solution in Acetone, burned in a propane flame at a rate of 15 to 25 grams per hour. The permitted operational timeframe for the CCMRB Program will be November 1, 2021, to April 15, 2022.

Target Area

The Blue Shaded area, illustrated in the attached map, indicates the Target Area for the CCMRB Program (which also encompasses the Vail/ Beaver Creek Ski Resorts cloud seeding program target area, outlined in red). The Vail/ Beaver Creek Program runs independent of the CCMRB Program. Some generator sites in the area can be used to benefit both programs and will be considered as shared sites. Any seeding hours utilizing the Vail/ Beaver Creek generators, for seeding the CCMRB Program Target Area, will be allocated to the CCMRB Program by WWC and vice versa. The CCMRB Program is designed, operated, and intended to affect only the Target Area.

Operational Procedure

The operational procedures used to enhance snowpack in the selected target areas is to produce plumes of silver iodide crystals (artificial cloud nuclei) at rates between 5 and 25 grams per hour from multiple ground based CNGs to be diffused by favorable wind flows into selected storms or cloud types suitable for precipitation increases meeting the seeding criteria over the Target Area. An analysis of low-level wind fields, cloud characteristics, stability parameters, terrain features, and synoptic meteorological features will determine the network of generators which will best seed the cloud system over the Target Area for each favorable weather system and will provide a method for adjusting the network as new weather information becomes available. With a “best” initial network to seed an established weather system, and when there is observed precipitation in the Target Area through SNOTEL or precipitation data that is publicly available (documentation of this will be provided in the WWC annual reports), the generator operators are notified to turn on their generator at a specific time and operate them at a specific burn rate. On the same call, they will be given a specific turn-off time, this could be subject to change if the meteorologist at WWC notices significant changes in the weather system during the seeding event. Incoming weather data into the forecast office allows a continuous monitoring of any changes in conditions and any adjustments or termination in the seeding operation. Following each seeding operation, each generator operator who was instructed to operate the nuclei generator will submit a written report on the actual observation times; verify the seeding rates and note weather observations or operational discrepancies during the required operating period. No aircraft will be used for seeding for this Program. The seeding criteria WWC uses for seeding operations are as follows:

- Cloud bases are at least 500 feet below the mean mountain barrier crest of the Target Area and are forecast to move lower in elevation from the onset of seeding and continue throughout the seeding period. The weather system has clouds that are forecast to have vertical heights and moisture content capable of producing natural precipitation.
- Temperatures at the height of 500 feet below the mean mountain crest within the Target Area are -5 degrees C. (23 degrees F.) or colder and are forecast to become colder if at -5 degrees C.

- Wind directions and speeds from the surface to cloud-base are observed and forecast to favor the movement into the intended Target Area of the silver iodide nuclei being released from the ground-based generator sites.
- There are no stable regions or atmospheric inversions between the surface and cloud-base that would prevent the vertical dispersion of the silver iodide particles from the surface to at least the -5 degrees C. (23 degrees F.) level or colder within the cloud system.
- The temperature at approximately 10,000 feet (700 MB level) is warmer than -16 degrees C. (3 degrees F.)

Generator Locations

Site	Site ID	Site Name	Program	Latitude	Longitude	Elevation
V1	BBE	Mc Phee Gulch	Vail/CCMRB	39.9012	-106.5955	7088
V6	DBB	Wolcott Divide	Vail/CCMRB	39.7840	-106.6885	8194
V24	RSR	Red Sky Ranch	Vail/CCMRB	39.6838	-106.6838	7704
V32	SZL	Adams Rib	Vail/CCMRB	39.6511	-106.8194	6950
V28	EZH	Hardscrabble Gulch	Vail/CCMRB	39.5942	-106.9402	6910
CCMRB-REM3	BC REM	Beaver Creek	CCMRB-REM3	39.602703	-106.543955	9512
V33	BBL	Lady Bell	Vail/CCMRB	39.6008	-106.7681	7144
CCMRB12	RKW	7 Castles	CCMRB12/Vail	39.381902	-106.965541	7002
CCMRB15	JV	Meredith	CCMRB15/Vail	39.3573	-106.6902	8305
CCMRB13	TLB	Woody Creek	CCMRB13	39.2788	-106.8874	7375
CCMRB-REM5	YMCA-REM	YMCA	CCMRB-REM5	39.990558	-105.953297	9175
CCMRB16	NDG	Redcliff	Vail/CCMRB16	39.5077	-106.3664	8687
CCMRB-REM4	NG REM	Nova Guides	CCMRB-REM4	39.4476	-106.3346	9222
CCMRB1	PAC	Cottonwood	CCMRB1	40.0687	-106.0825	7926
CCMRB2	DCW	McQueary Gulch	CCMRB2	40.0044	-106.2287	7833
CCMRB3	SFD	Aspen Canyon	CCMRB3	39.92987	-106.125093	8224
CCMRB4	FCC	Junction Butte	CCMRB4	40.0150	-106.3728	7487
CCMRB5	MTA	Green MTN Res	CCMRB5	39.8728	-106.3084	8058
CCMRB-REM6	OC-REM	Otter Creek	CCMRB-REM6	39.8480	-106.2693	8080
CCMRB6	JSH	Big Gulch	CCMRB6	39.7976	-106.1346	8555
CCMRB-REM1	DWR	Denver Water	CCMRB-REM1	39.95503	-105.88323	8964
CCMRB-REM2	USFS	USFS	CCMRB-REM2	39.94869	106.01888	9590
CCMRB7	PCR	Pebble Creek	CCMRB7	39.724339	-106.155463	9354
CCMRB8	GAR	Silverthorn	CCMRB8	39.63925	-106.058991	9174

WWC routinely monitors the weather conditions throughout the contracted operating period for systems with cloud seeding potential. Most of the data used comes from the National Weather Service (NWS) websites, University of Wyoming, Pennsylvania and Texas A&M Weather websites, National Center for Atmospheric Research (NCAR)

website, and National Oceanic and Atmospheric Administration (NOAA), Pivotalweather.com for short and long-range model forecasts. There are numerous forecasting websites available beyond the previously listed that are used as well, but these tend to be the preferred forecasting sites. Other available resources are the Colorado Department of Transportation (CDOT) website to monitor road conditions and concerns, Colorado Avalanche Information Center (CAIC) for Weather Research Forecasting (WRF) point forecasts, and to view avalanche and potential avalanche conditions in and around the Target Area including the Natural Resources Conservation Service (NRCS) website to monitor snowpack in the Target Area as recorded by the network of SNOTELs in Colorado. Snowpack accumulation is monitored from SNOTEL stations within the Target Area and the first detailed analysis of snow accumulation is completed using these measurements.

From these sites, we review and, at times, archive, weather data such as: surface and upper air data, synoptic surface maps, significant level maps, model forecast data, rawinsonde data, satellite and radar data, surface observations, web cam images, and other forecast aids. This data assists in selecting favorable storms for modification and monitoring suspension criteria.

Suspension Criteria

The proposed Suspension Criteria provides safeguards to the program to ensure that risks associated with cloud seeding have been addressed. WWC will retain the right to suspend operations during any period if the weather system is determined detrimental. Facilities will be maintained to gather and analyze weather data providing a continuing weather watch. WWC will maintain communications with the Program Sponsors, the National Weather Service (NWS), the U.S. Forest Service and the Department of Natural Resources / Colorado Water Conservation Board regarding potential adverse conditions. The forecast and operations center of WWC will monitor on a seven day per week basis the weather patterns over Colorado and the Western United States during the winter operating period. Meteorologists permitted by the State of Colorado to operate weather modification programs will determine if weather events are suitable for precipitation augmentation by cloud seeding.

Prior to initiating any seeding operations, a thorough hazard analysis will be evaluated a potential weather system judged suitable for seeding will be evaluated for its potential to develop into a blizzard, severe storm, or heavy precipitation possibly associated with a potential for major avalanche episode. Also, the effects of the weather event on ranching, agriculture, wildlife, highway travelers, municipal interests and industry will also be considered. This evaluation will be concentrated upon those areas to be seeded along with considerations of potential adverse effects to adjacent areas which may be influenced by augmented precipitation. No seeding will be initiated during a period determined to have a high potential hazard evaluation. Once a seeding operation has been initiated, monitoring of existing and forecast weather conditions will continue throughout the duration of the seeding operation. All new meteorological information will be assessed as well as generator reports from generator operators, the State Patrol, and field maintenance personnel in the seeded areas. The Colorado Avalanche Information Center (CAIC) has modified its website to include a "Cloud Seeder" avalanche hazard level suspension criteria page for all mountain passes in Colorado. Levels of Notice, Caution and Warning are assigned to the passes with Warning being used as a trigger for temporary suspension of neighboring generators. Changing weather conditions that would indicate the onset of potentially severe or hazardous weather conditions will result in the suspension of seeding operations throughout the duration of these potentially hazardous weather conditions. Snowpack accumulation will be monitored from SNOTEL stations from all SNOTEL sites within the target area and the first detailed analysis of snow accumulation will be completed using these measurements. Evaluations of snowpack indicate that minor flooding and stream flow problems can exist when late winter snowpack reaches 155% of normal. More substantial flooding problems can be anticipated when late winter snowpack is more than 175% of normal.

Since the CCMRB Program is designed for reasonable levels of snowpack enhancement for an outlook of adequately abundant summertime water supply for storage use, we propose to suspend seeding operations in any major portion of a seeding area when one or more of the following takes place: : Snow Water Equivalent Thresholds exceed the following: 175% of average on December 1st, 175% of average on January 1st, 165% of average on February 1st, 155% of average on March 1st and 145% of average on April 1st.

The following website can be used to see a map which will show the snowpack percentages of normal:

https://www.wcc.nrcs.usda.gov/ftpref/states/co/snow/state/daily/co_cloud_seed.pdf

The CWCB Director or his or her designee will determine where and how snowpack water equivalents are to be measured, including at selected “SNOTEL” sites. The CWCB Director or his or her designee may permit weather modification operations to continue in a portion of the operation target area where snowpack water equivalents are below these suspension criteria percentages, if the operation will not impact the area where snowpack water equivalents are above these suspension criteria percentages. These thresholds are designed to keep the seeding effect to within the realm of natural variability of the local climate as measured at each SNOTEL station. This comparative normal for these representative snow observation sites will be the long-term Snow Water Equivalent Medians data set from 1981 through 2010 as published by the Natural Resources Conservation Service (NRCS). WWC must suspend all weather modification operations whenever one of the following is issued by the NWS Hazardous Weather Statements that impacts any part of the Target Area:

- a. An urban or small stream flood advisory.
- b. A blizzard warning.
- c. A flash flood warning; or
- d. A severe thunderstorm warning.

Operations may resume after these statements expire.

As required by the “Colorado Weather Modification Rule and Regulations” effective July 1, 2012, WWC notifies the local NWS weather forecast office, CAIC, the County emergency managers, and the CSU Colorado Climate Center of intended weather modification activities and provide WWC’s contact information prior to the 2021-2022 season of weather modification operations.

Records and Audits:

Wind Direction Windows for Seeding the Indicated Target Areas in Compass Degrees of Arc							
Site Name	Location Name	Site #	BC/Vail	Breckenridge	Keystone	Winter Park	FRWC/River District/CWCB
BBE	McPhee Gulch	Vail/CCMRB	5-335				15-335---310-270
DBB	Wolcott Divide	Vail/CCMRB	345-318---305-290				10-325---305-255
RSR	Red Sky Ranch	Vail/CCMRB	335-310---300-275				55-310---300-250
SZL	Adams Rib	Vail/CCMRB	310-300---290-260				40-300---290-250
EZH	Hardscrabble Gulch	Vail/CCMRB	280-255				35-290---280-245
BC REM	Beaver Creek	CCMRB REM3	295-230	295-275	275-265		80-315---295-215
RKW	7 Castles	Vail/CCMRB12	255-225				320-270---260-225
BBL	Lady Bell	Vail/CCMRB	285-245				83-298---285-230
JV	Meredith	Vail/CCMRB15	245-195				10-275---250-110
TLB	Woody Creek	CCMRB13					300-265---250-215
YMCA-REM	YMCA	CCMRB-REM5				301-318	223-06
NDG	Redcliff	Vail/CCMRB14	240-90	285-265	265-245		285-330
NG REM	Nova Guides	CCMRB REM4		270-254	254-236		270-38
PC	Cottonwood	CCMRB1				315-300	50-10---0-300
DCW	McQueary Gulch	CCMRB2				295-280	40-5---350-280
SFD	Aspen Canyon	CCMRB3		0-345	345-330	285-270	65-15---0-270
FCC	Junction Butte	CCMRB4				290-275	35-355---340-275
MTA	Green MTN Res	CCMRB5		340-325	325-310	275-260	55-355---340-260
OC-REM	Otter Creek	CCMRB-REM6		325-341	308-325	263-267	260-27
JSH	Big Gulch	CCMRB6		355-335	335-315	260-245	70-20---355-245
PCR	Pebble Creek	CCMRB7		350-325	325-295	250-230	75-15---350-230
GAR	Silverthorn	CCMRB8		10-330	330-280	230-215	130-40---10-215
If a wind direction is common to the edge of two entities seeding windows, and both programs are being operated, the seeding hours will be billed half to each entity for that wind direction. Wind directions are listed counter-clockwise from the first number to the next. Three dash lines inbetween wind directions (---) is a no seed envelope for Climax.							
As required by the State of Colorado "Colorado Weather Modification Rule and Regulations effective July 1, 2012, the Consultant has notified the local National Weather Service weather forecast office, Colorado Avalanche Information Center ("CAIC"), the County emergency managers, and the CSU Colorado Climate Center of intended weather modification activities and Consultant contact information prior to the 2019 season of weather modification operations.							

Operational Seeding Summary for 2021-22 Season								
Event	From	To	Brecken- ridge (hours)	Keystone (hours)	Winter Park (hours)	FRWC (hours)	River District (hours)	CWCB (hours)
1	1/0/1900 0:00	1/0/1900 0:00	0:00	0:00	0:00	0:00	0:00	0:00
2	1/0/1900 0:00	1/0/1900 0:00	0:00	0:00	0:00	0:00	0:00	0:00
3	1/0/1900 0:00	1/0/1900 0:00	0:00	0:00	0:00	0:00	0:00	0:00
4	1/0/1900 0:00	1/0/1900 0:00	0:00	0:00	0:00	0:00	0:00	0:00
5	1/0/1900 0:00	1/0/1900 0:00	0:00	0:00	0:00	0:00	0:00	0:00
6	1/0/1900 0:00	1/0/1900 0:00	0:00	0:00	0:00	0:00	0:00	0:00
7	1/0/1900 0:00	1/0/1900 0:00	0:00	0:00	0:00	0:00	0:00	0:00
8	1/0/1900 0:00	1/0/1900 0:00	0:00	0:00	0:00	0:00	0:00	0:00
9	1/0/1900 0:00	1/0/1900 0:00	0:00	0:00	0:00	0:00	0:00	0:00
10	1/0/1900 0:00	1/0/1900 0:00	0:00	0:00	0:00	0:00	0:00	0:00
etc.								
		TOTALS	0:00	0:00	0:00	0:00	0:00	0:00
Total Hours by Month								
January			0:00	0:00	0:00	0:00	0:00	0:00
February			0:00	0:00	0:00	0:00	0:00	0:00
March			0:00	0:00	0:00	0:00	0:00	0:00
November			0:00	0:00	0:00	0:00	0:00	0:00
December								
		Total to Date	0:00	0:00	0:00	0:00	0:00	0:00
Winter Park								
Beginning Hours								
Remaining Hours								
FRWC/River District/CWCB								
Beginning Hours								
Remaining Hours								
Total Hours								
Remaining Hours								
The above is an example of the accounting record that will be used for the program.								

Contact Information

Manager
 Larry Hjermstad
 970-946-6328
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Assistant Manager
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 970-259-9850
 970-946-6324
westernweather@gmail.com

Director of Field Operations
 Eric Hjermstad
 406-581-3360
westernweather.eric@gmail.com

Western Weather Consultants LLC.
 P.O. Box 58
 Durango, CO 81302
 833-216-1820

Exhibit A – Scope of Services

*Western Weather Consultants (herein referred to as “Consultant”)
Consultant’s Services shall include the following:*

1. Consultant shall coordinate with the Colorado Water Conservation Board (CWCB) to obtain, continue and/or comply with, all applicable permits required for the Central Colorado Mountains River Basin Program (CCMRB Program); Consultant shall operate all aspects of the CCMRB Program in compliance with Permit #2017-02 which has been issued to Consultant, the terms of which are made a part of this Agreement. Furthermore, Consultant shall adhere to and perform services under the CWCB Weather Modification Rules and Regulations adopted July 1, 2012.
2. Consultant shall service, supply and maintain sufficient number of manually-operated (currently approximately 18), and two remotely operated cloud nucleating generators and will operate two leased DRI remotely operated cloud nucleating generators for use during the 2021-2022 CCMRB Program season. (Sites are shown on the attached map). The five and one half-month Program, beginning November 1, 2021 and expiring on April 15, 2022, will not exceed \$255,000.00 of operational funding and 1,636 hours of seeding from the eighteen manually operated generators provided by the Consultant and two remotely operated generators provided by the Colorado River District. Exhibit B outlines the CCMRB Program total cost estimates. Exhibit C, “Records/Audits,” includes an example of reporting that will be provided for the operational seeding 2021-2022 season.
3. The funding provided by ski area CCMRB Program Participants will target ski areas, as the budget allows, focused on the November through March period. The remaining CCMRB Program Participant funding will seed the most productive storms in the remaining portions of the Target Area, from November 1, 2021 through April 15, 2022.
4. Consultants shall operate their cloud-seeding generators with an identified exclusion area in Tenmile Creek basin near Climax, as per permit #2017-02.
5. Consultant shall provide Colorado River Water Conservation District (CRD) the unique generator identifiers previously developed by Consultant, Desert Research Institute (DRI), and the CWCB for these generator sites. CRD shall make this information available to the Participants upon request.
6. Consultant shall coordinate operations and share data with the CWCB and with DRI, as appropriate. Separately, DRI remotely operates two additional remotely controlled generators in the area of Winter Park, pursuant to a separate Agreement for Services with the CWCB.
7. Consultant shall provide updates of all significant activities or issues related to the CCMRB Program to the contractor. The Consultant will adhere to CWCB requests for deliverables related to funding received.

8. The Consultant will adhere to State guidance for avalanche and snowpack SWE levels and will coordinate with CRD and the CWCB as needed. These activities will be tracked and reported in the Consultant's annual reports. The Consultant will provide regular documented correspondence via email with the Colorado Avalanche Information Center (CAIC) in the final report.
9. Consultant shall operate according to the following Seeding Criteria for Winter Cloud Systems:
 - Cloud bases are at least 500 feet below the mean mountain barrier crest of the Target Area and are forecast to move lower into the beginning seeding period.
 - Temperatures at the height of 500 feet below the mean mountain crest within the Target Area are -5 C (23 F) or colder and are forecast to become colder if at -5 C.
 - Wind directions and speeds from the surface to cloud-base are observed and forecast to favor the movement into the intended Target Area of the silver iodide nuclei being released from the ground-based generator sites into the intended Target Area.
 - There are no stable regions or atmospheric inversions between the surface and cloud-base that would prevent the vertical dispersion of the silver iodide particles from the surface to at least the -5 C (23 F) level or colder within the cloud system.
 - The temperature at approximately 10,000 feet (700-mb level) is warmer than -16 C (3 F).

Additionally, the Consultant will endeavor to improve the science and operation of the Program by performing the following activities:

1. Correlate the occurrence of seedable cloud systems over the Target Area at selected sites with:
 - The observance of snowfall observations of timing and amounts.
 - The observations of temperature, dew point and, if available, supercooled liquid water data.
 - Computer model forecasts of favorable cloud conditions using upwind data observations.

The Consultant will plot seeding events of local/regional generators on hourly snow gauge time series data and, if available, weather cameras, and/or high elevation specific snow observation reports shall be used to document that seeding operations were occurring during times of observed precipitation. In addition, Consultant will utilize weather modeling data from CAIC and other relevant sources to evaluate and characterize storm systems that are conducive to seeding to aide in operations. The Consultant will use such weather data regularly during this winter season and comment on its functionality and utility in their annual report.

2. Correlate the timing and high-resolution amounts of precipitation at available sites within the Target Area with precipitation data recorded at nearby SNOTEL sites. The intent is to create an accurate picture of the timing and amount of precipitation during periods of seeding in order to provide more accurate estimates of precipitation changes during seeding operations.

3. Maintain a data log which subjectively rates each weather system observed over the Target Region for each season's operations that would include:
 - Expected range of natural precipitation.
 - Any operational concerns such as inversions, temperatures, winds (direction or speed) or suspensions of operations.
 - General picture of the planned operations.
 - Regions of the Target Area for optimum precipitation accumulation.
 - A summary after each operation of any changes in the seeding operation from those initially set up for the operation.
 - Observed precipitation amounts and timing where available in the Target Area.
 - Documentation to support the Consultant's decision to initiate the seeding events.

Exhibit B. Nov 1, 2021 - April 15, 2022**CCMRB PROGRAM COST ESTIMATES**

18 Generators 2 IPC Remotes Operating for: **1636** Hours.
 From November 1, 2021
 Through April 15, 2022

Task 1: Program Field Preparation Services:

Including site leases, tank sets, CNG leases, Propane tank rental, pre-season Maintenance or site selections and CNG installation expenses including Travel expenses, replacement parts, CNG take out expenses, and professional services	CCMRB Initial Total	Winter Park Total	Program Total
	\$ 53,835	\$ 1,057	\$ 54,892.00

Task 2: Preseason Planning and Coordination

Including preseason program administration services, Prepair Remotes for Summer, liability insurance and permit fees.....	\$ 37,035	\$ 727	\$ 37,762.00
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Task 3: Facility Charges, Data Collection and Evaluation:

Weather data collection and evaluation, Reports, operational coordination, facility expenses, Public/program relations	\$ 24,219	\$ 475	\$ 24,694.00
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Task 4: Professional Modification Services:

Including daily forecasting, management, Operational implementation and control	\$ 58,641	\$ 1,151	\$ 59,792.00
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Task 5: Field Maintenance Services:

Including maintenance services, Supplies and travel expense	\$ 15,298	\$ 300	\$ 15,598.00
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Task 6: *Seeding Operations Serv 1636 Hours*

Including costs for silver iodide, propane, Generator operations services and Communications	\$ 61,063	\$ 1,199	\$ 62,262.00
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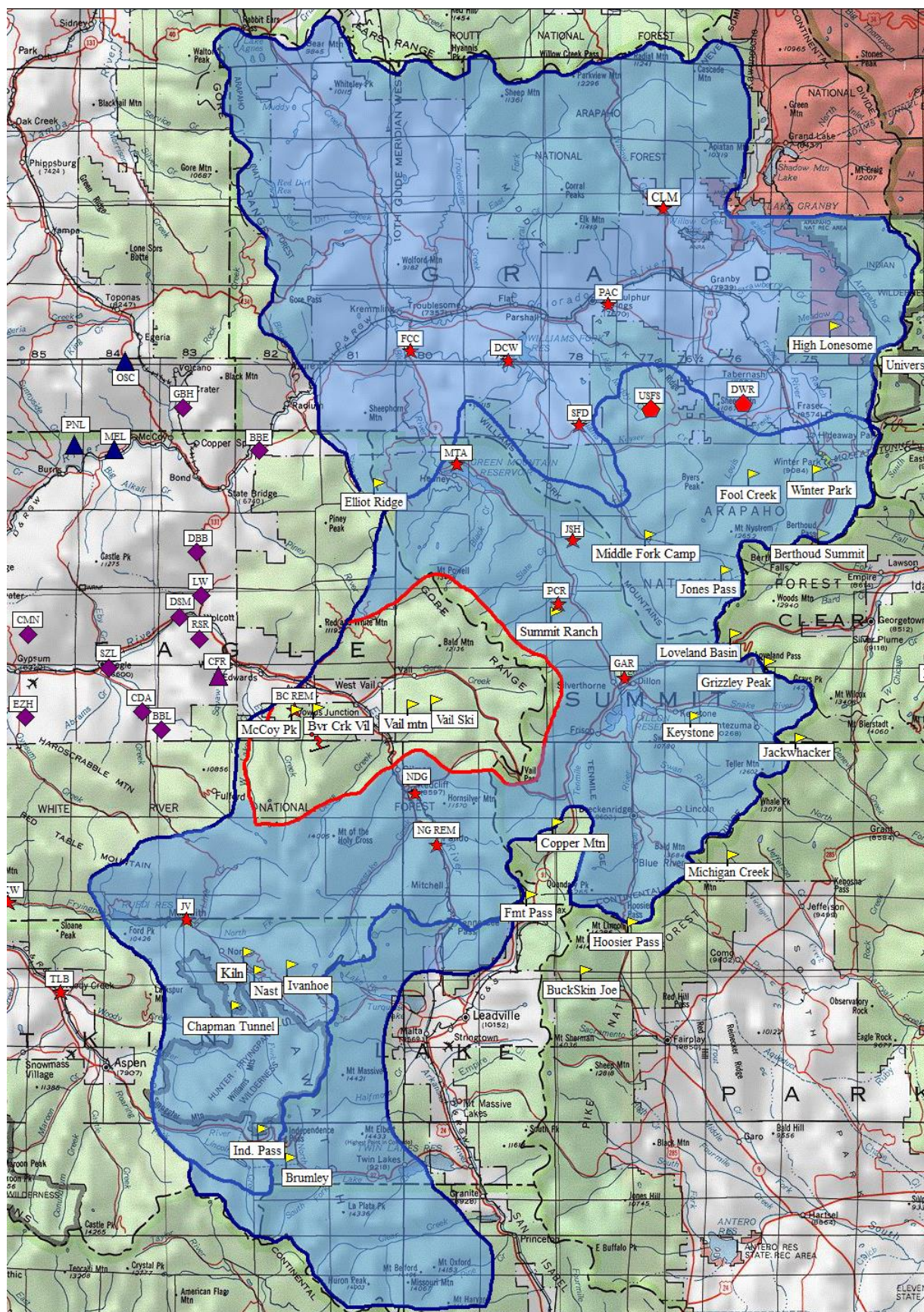
TOTAL PROGRAM COST ESTIMATE	\$ 250,090	\$ 4,910	\$ 255,000.00
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*This cost will be billed on basis of actual total hours of seeding operations.

Cost Sharing Table

TC year end report (\$4,000)			
Target Control Study 2020/2021 by Colorado River District	CCMRB	\$	3,910
	Winter Park	\$	90
Target Control Total		\$	4,000
Initial Contract Funding:			
Funds Available for seeding and seeding hours:	Seeding Hours	Funds for seeding	
CCMRB Program Sponsors Including LB	1434	\$	223,090
Winter Park	32	\$	4,910
Grand County 2021-22 DRI Remote Operations		\$	5,000
Summit County 2021-22 DRI Remote Operations		\$	5,000
TOTALS:	1465	\$	238,000
Contingency Contract Funding:			
Funds Available for seeding and seeding hours:	Seeding Hours	Funds for seeding	
FRWC	85	\$	13,500
CRD	39	\$	6,210
Eagle	46	\$	7,290
TOTALS:	171	\$	27,000
Regional combined Seeding Totals 2021-2022:	1636	\$	265,000
Colorado River District Contracting Amounts on behalf of CCMRB			
CCMRB Seeding Operations		\$	254,000
Winter Park Seeding Operations		\$	5,000
LB DRI Remote Operations		\$	10,000
Contract Total		\$	269,000

2021-22 Central Colorado Mountains River Basin (CCMRB) Program Weather Modification
Target Area Map



Water Policy Committee (WPC) Meeting
November 17, 2021

Members Present: Council Member Allison Hiltz Vice Chair (Absent); Council Member Alison Coombs

Absent: Council Member Crystal Murillo Chair

Others Present: Casey Rossman, Leiana Baker, Greg Baker, Gail Thrasher, Steve Sciba, Kathy Kitzmann, Abba Ahmed, Sarah Young, Laura Perry, Christine McKenney, Alex Davis, Marshall Brown, Fernando Aranda, Jack Bajorek, Ian Best, Dan Brotzman, Chad DiFalco, Rory Franklin, Sonya Gonzalez, Greg Hansen, Rick Kienitz, Janet Marlow, John Murphy, Stephanie Neitzel

3. Central Colorado Mountains River Basin (CCMRB) Weather Modification Program Cost Sharing Agreement

Summary of Issue and Discussion: A. Ahmed gave a presentation. The proposed agreement allows Aurora to share in the costs for cloud seeding services in the program target area of the Upper Colorado River Basin in Pitkin, Eagle, Summit and Grand counties. Aurora's cost share will be \$9,600 of the \$100,000 committed by several different entities through this 2021-2022 CCMRB program cost share agreement. The Colorado River District will coordinate funding and administer the contract with the program consultants. The \$100,000 from this agreement will be used in conjunction with approximately \$125,000 from the Colorado Water Conservation Board, \$27,000 in carry over funding from last years' program, and additional amounts received from other funding sources. The Colorado River District anticipates contracting approximately \$269,000 on behalf of the CCMRB program which includes additional funding from Winter Park and from the Desert Research Institute.

Council Member Coombs asked, the most recent citations for the articles was 2009. Is that because the studies have been going on since the 1960's and was they studied as much as they could and it's not ongoing? A. Ahmed replied, yes. Council Member Coombs asked, we see no particular impact to human life, plants and water supplies. Did any of the studies look at the soil and any particular changes to or impacts to the soil? A. Ahmed replied, looking into the soil is all part of the equation and we can suggest them to add to the study. M. Brown added, my guess is there is something in the studies and we can go back and look at that. Council Member Coombs added, I was curious and can go back and look at the studies.

Outcome: The Committee supports the Central Colorado Mountains River Basin Weather Modification Program Cost Sharing Agreement and forwarded to Study Session for consideration.

Follow-Up Action: The Committee supports the Central Colorado Mountains River Basin Weather Modification Program Cost Sharing Agreement and will forward to Study Session for consideration.

Central Colorado Mountains River Basin Weather Modification Program Cost Sharing Agreement

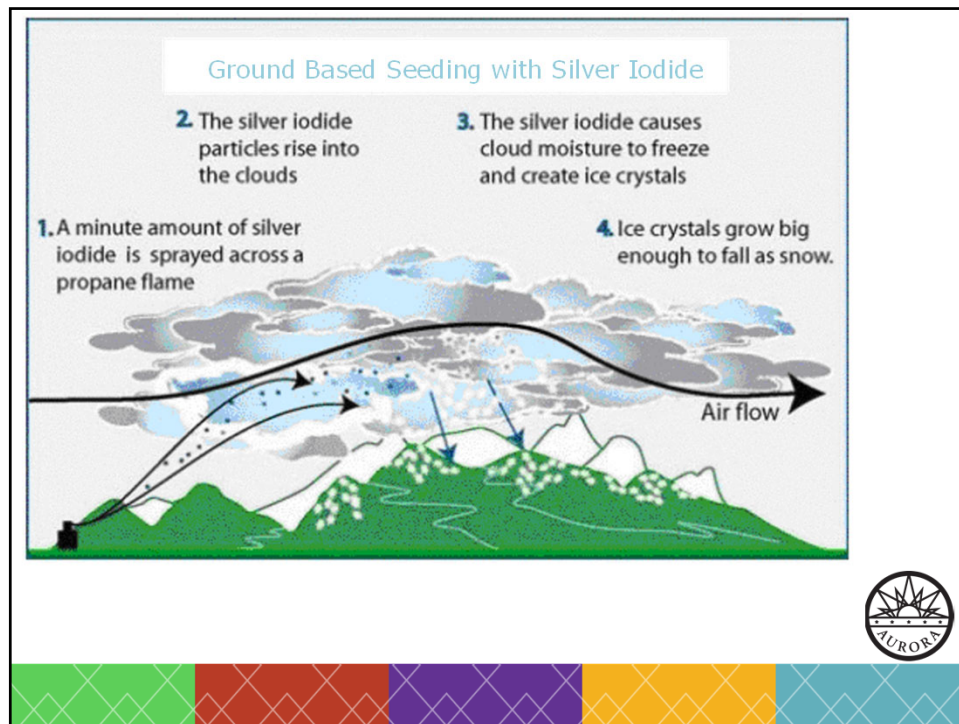
City Council Study Session December 13, 2021



Cloud Seeding History

- Colorado has conducted weather modification operations and research since the 1950s.
- A State program to permit weather modification has existed since the Weather Modification Act of 1972.
- The Colorado Water Conservation Board administers Colorado's Weather Modification Program by issuing Weather Modification Permits and regulating weather modification activities









Methods

Cloud seeding using

- Airplanes
- Manual Generators
- Remote Generators

Six Permitted Programs

Colorado is a headwaters state with several major river basins benefitting from Weather Modification

- Central Colorado Mountain River Basins (CCMRB)
- Vail/Beaver Creek Program
- North Platte Basin Airborne Cloud Seeding Project
- Grand Mesa
- Upper Gunnison River Basin Program
- San Juan Mountains Program

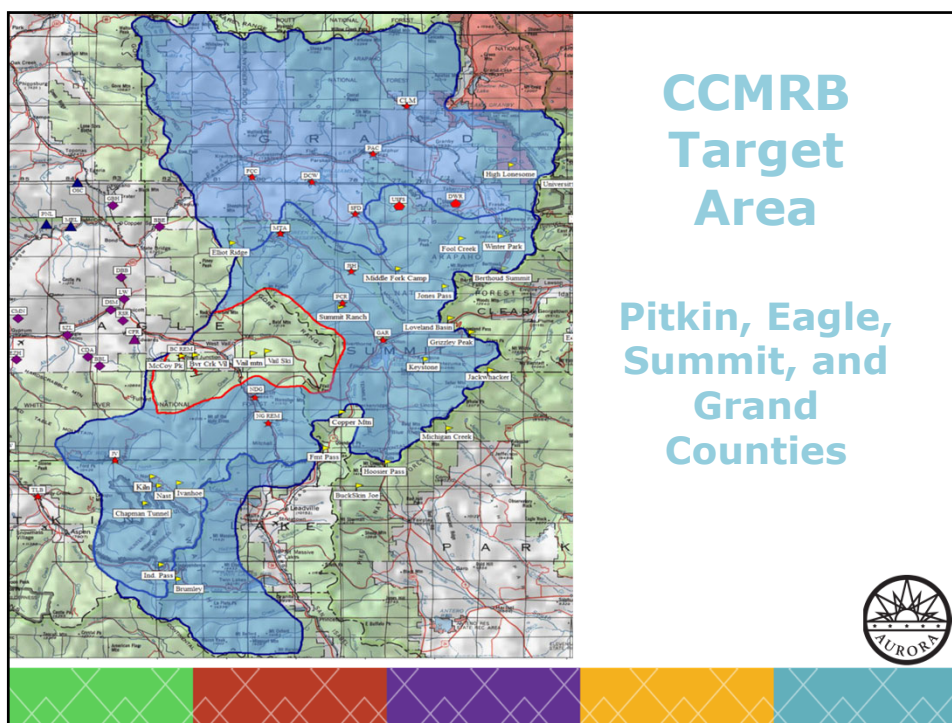


CCMRB Program Objectives

- To increase snowfall in the early season and overall snowpack for the entire winter season
- To increase water supply

Previous 2020-2021 CCMRB Program activities produced an estimated additional 94,413 to 112,652 acre-feet of additional water in the target area





2020-2021 CCMRB Effectiveness by Sub-Basin

- **East Side of Roaring Fork Basin above Basalt 2,972 AF**
- **Fryingpan River Basin above Ruedi Dam 5,684 AF**
- **Eagle River Basin above Edwards 26,576 AF**
- Blue River Basin between Green Mtn and Dillon 17,177 AF
- Above Dillon 23,520 AF
- Fraser River Basin above Tabernash 14,814 AF
- Williams Fork above WF Reservoir 11,211 AF
- Colorado River Basin above Granby 2,320 AF
- Colorado River above Parshall south of Granby 3,013 AF

Best estimated total increase of 107,287 AF

(12% less to 5% more creates range of 94,413 to 112,652 AF)



Cost Share

CCMRB Cost Share Agreement Parties' Funding Amounts:

Front Range Water Council Members

Aurora Water	\$9,600
Colorado Springs Utilities	\$9,600
Denver Water	\$12,400
Northern Colorado Water Conservancy District	\$9,600
Pueblo Board of Water Works	\$9,600
Southeastern Colorado Water Conservancy District	\$9,600
Twin Lakes Reservoir and Canal Company	\$9,600
Colorado River Water Conservation District	\$25,000
Intrawest/Winter Park Operations Corporation	\$5,000



Questions?





CITY OF AURORA

Council Agenda Item Continuation Page

Item Title: : RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT TO CREATE A BUSINESS SAFETY & SECURITY UPGRADE GRANT PROGRAM

Item Initiator: Kadee Rodriguez, City Clerk

Staff Source: Kadee Rodriguez, City Clerk

Legal Source: Tim Joyce, Assistant City Attorney

Outside Speaker: N/A

Date of Change: 12/13/2021

COUNCIL MEETING DATES:

Study Session: 12/13/2021

Regular Meeting: 12/20/2021

ITEM SUMMARY *(Brief description of changes or updates with documents included.)*

A paragraph has been added to the Council Agenda Commentary page to explain the restrictions of the use of ARPA funds. The added paragraph reads:

"ARPA funds can be used to provide assistance to small businesses to adopt safer operating procedures, to make physical plant changes to enhance social distance and cleaning efforts, and for barriers and partitions. 86 Fed. Reg. 26794-95. ARPA funds may also be used for "public safety expenses and evidence-based community violence intervention programs to prevent violence and mitigate the increase in violence during the pandemic. *Id.* at 26791."



CITY OF AURORA

Council Agenda Commentary

Item Title: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT TO CREATE A BUSINESS SAFETY & SECURITY UPGRADE GRANT PROGRAM

Item Initiator: Curtis Gardner, Council Member

Staff Source/Legal Source: Curtis Gardner, Council Member/Tim Joyce, Assistant City Attorney

Outside Speaker: N/A

Council Goal: 2012: 1.0--Assure a safe community for people

COUNCIL MEETING DATES:

Study Session: 12/13/2021

Regular Meeting: 12/20/2021

ITEM DETAILS:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT TO CREATE A BUSINESS SAFETY & SECURITY UPGRADE GRANT PROGRAM

Sponsor: Council Member Gardner

Estimated Presentation Time 5/10 Minutes

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

- | | |
|---|---|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input checked="" type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

- | | |
|---|---|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input type="checkbox"/> 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 Member Gardner asked the City Attorney's Office to draft a resolution for City Council's consideration for the creation of a Business Safety & Security Grant Program. This item has not been before a City Council Committee.

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

Under Council Member's Gardner's proposal, a Business Safety & Security Grant Program ("Program") would be created and funded with three million dollars (\$3,000,000.00) in American Rescue Plan Act ("ARPA") funds. Five hundred thousand dollars (\$500,000.00) of the Program funds will be dedicated for businesses on the Colfax corridor between Yosemite Street and Peoria Avenue. Businesses in the City would be eligible for up to \$10,000.00 worth of safety and security upgrades under the Program. For a business to participate in the program the business must complete an Environmental Design Review Process conducted by the Aurora Police Department. Eligible safety and security upgrades must come from the Environmental Review Process and be pre-approved by City staff. After having safety and security projects pre-approved the business would then complete the safety and security upgrades and provide documentation of the completed upgrades to City staff to be reimbursed for their upgrades. The Program will run until funds are exhausted or June 30, 2022, whichever comes first. The funds will be used on a first come first served basis.

QUESTIONS FOR COUNCIL

Does Council wish to support this item to create a business safety & security upgrade grant program?

LEGAL COMMENTS

The City has flexibility to determine how best to use ARPA funds in the form of loans or grants to meet the needs of their community and populations. (86 Fed. Reg. 26788) (May 17, 2021) (to be codified at 35 CFR Part 35). ARPA funds may be used for public safety expenses and evidence-based community violence intervention programs to prevent violence and mitigate the increase in violence during the pandemic. (*Id.* at 26791). ARPA funds may be used to provide assistance to small businesses to adopt safer operating procedures, to make physical plant changes to enable social distancing, enhance cleaning efforts, and for barriers and partitions. (*Id.* at 26794-95). Small business means a business that has no more than 500 employees or is a small business concern as defined in section 3 of the Small Business Act, 15 U.S.C. 632. (31 CFR Sec. 35.3).

Council has the power to preserve and enforce good government, general welfare, order and security of the city and its inhabitants. (City Charter Art. III, Sec. 3-9). City Council shall act by ordinance, resolution, or motion. (City Charter Art. V, Sec. 5-1). (TJoyce)

PUBLIC FINANCIAL IMPACT

☒ YES ☐ NO

If yes, explain: This program will use a portion of available ARPA Funds.

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 SUPPORT TO CREATE A BUSINESS
SAFETY & SECURITY UPGRADE GRANT PROGRAM

WHEREAS, the American Rescue Plan Act (ARPA) allows the City of Aurora, Colorado (the “City”) to provide grants to assist small businesses make physical plant changes to enable social distancing, enhance cleaning efforts, adopt safer operating procedures and to invest in technology and equipment to allow law enforcement to more efficiently and effectively respond to the rise in gun violence resulting from the pandemic; and

WHEREAS, the City desires to create a Business Safety & Security Upgrade Grant Program with \$3,000,000 in ARPA funds allocated to the City; and

WHEREAS, \$500,000 of the Business Safety & Security Upgrades Grants funds will be dedicated to safety and security upgrades along the Colfax corridor between Yosemite Street and Peoria Avenue; and

WHEREAS, businesses will be eligible to be reimbursed for up to \$10,0000 worth of approved safety and security upgrades from the program;

WHEREAS, to participate in the Business Safety & Security Upgrade Grant Program a business must complete an Environmental Design Review (“EDR”) Process with the Aurora Police Department; and

WHEREAS, eligible upgrades must come from the EDR process and must be pre-approved by City staff; and

WHEREAS, after projects have been through the EDR process and approved by City staff the business must complete the upgrades and provide documentation to City staff the approved eligible upgrades were completed before the City will reimburse the business with funds from the Security & Safety Upgrade Grant Program; and

WHEREAS, the Business Safety & Security Upgrade Grant Program will run until the program funds are exhausted or until June 30, 2023, which ever come first, on a first come, first serve basis.

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

Section 1. The Aurora City Council resolves is support for the creation of a Business Safety & Security Upgrade Grant Program funded with \$3,000,000 in American Rescue Plan Act funds in substantially the form presented at this meeting.

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:

 _____
Tim Joyce, Assistant City Attorney

RLA



CITY OF AURORA

Council Agenda Commentary

Item Title: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S REQUEST TO THE CITY MANAGER TO USE AMERICAN RESCUE PLAN ACT FUNDS TO PAY A RETENTION BONUS TO ALL UNIFORMED OFFICERS OF THE AURORA POLICE DEPARTMENT

Item Initiator: Jason Batchelor, Deputy City Manager

Staff Source/Legal Source: Jason Batchelor, Deputy City Manager/Rachel Allen, Client Group Manager

Outside Speaker: N/A

Council Goal: 2012: 1.0--Assure a safe community for people

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 12/20/2021

ITEM DETAILS:

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated Presentation/discussion time

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S REQUEST TO THE CITY MANAGER TO USE AMERICAN RESCUE PLAN ACT FUNDS TO PAY A RETENTION BONUS TO ALL UNIFORMED OFFICERS OF THE AURORA POLICE DEPARTMENT

Jason Batchelor, Deputy City Manager/Rachel Allen, Client Group Manager

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

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

Reason for waiver is described in the Item Details field.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

- | | |
|---|---|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input type="checkbox"/> 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.)*

N/A

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

N/A

QUESTIONS FOR COUNCIL

Does Council wish to approve this item at the Regular Meeting?

LEGAL COMMENTS

The council shall have all legislative powers of the city and all other powers of a home rule city not specifically limited by the Constitution of the State of Colorado and not specifically limited or conferred upon others by this Charter. (City Charter Art. 3-9) Council shall act only by ordinance, resolution or motion. All legislative enactments must be in the form of ordinances; all other actions, except as herein provided, may be in the form of resolutions or motions. (City Charter Art. 5-1) In Pub. Law. 117-2, Subtitle M, Sec. 9901, (The American Rescue Act or “ARPA”) the US Congress allocated money to local government for various purposes. The Department of the Treasury issued Rule 2021-10283 discussing several examples of lawfully permitted uses of the funds allocated by the US Congress. Compensation to first responders who worked through the Covid -19 Pandemic is within the permitted uses of these funds. (Skaggs)

PUBLIC FINANCIAL IMPACT

☒ YES ☐ NO

If yes, explain: The requested bonuses would cost a total of \$6 million.

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 SUPPORT TO USE AMERICAN RESCUE PLAN ACT FUNDS TO PAY A PREMIUM PAYMENT FOR RETENTION TO ALL UNIFORMED OFFICERS OF THE AURORA POLICE DEPARTMENT

WHEREAS, In Pub. Law. 117-2, Subtitle M, Sec. 9901, (The American Rescue Act or "ARPA") the United States Congress allocated money to local government for various purposes. After the passage of ARPA, the Department of the Treasury issued Rule 2021-10283 discussing the lawfully permitted uses of the funds allocated by the United States Congress. The Aurora City Council has discretion to provide the necessary funding for the programs or needs across the City that have been impacted by the Covid-19 pandemic as described in ARPA, and Treasury regulations; and

WHEREAS, ARPA authorizes the use of monies to compensate first responders who worked through the Covid -19 pandemic, and as such City Council has found and determined that paying a premium payment for retention fulfills this purpose; and

WHEREAS, in addition to the impact created by the Covid-19 pandemic, the Aurora Police Department has continued to face ongoing retention challenges while at the same time the City of Aurora has seen a historic rise in crime due to several issues including the Covid-19 pandemic; and

WHEREAS, the Aurora City Council believes that it is critical to the safety of our community that the Aurora Police Department be fully staffed, fully funded, and fully trained, and therefore the City Council wishes to exercise the powers granted under ARPA and Treasury regulations and approve premium payments to all first responders that have worked through the Covid-19 pandemic.

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

Section 1. The Aurora City Council authorizes the City Manager to pay a retention bonus of \$8,000 to each uniformed officer of the Aurora Police Department to be paid out in 2022 utilizing the City of Aurora's ARPA funds allocation. The retention bonus shall be paid out in two separate payments, the first payment shall be made in the first payroll period in April 2022, and a second payment shall be made in the first payroll period in October 2022.

Section 2. The Aurora City Council requests that City of Aurora staff finalize a plan for the retention bonus and present it to City Council for final approval.

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

Section 4. This Resolution shall take effect immediately without reconsideration.

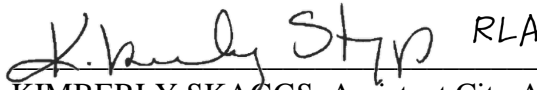
RESOLVED AND PASSED this _____ day of _____, 2021.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

 RLA

KIMBERLY SKAGGS, Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: Metropolitan District Model Service Plan Updates
Item Initiator: Jacob Cox, Manager, Office of Development Assistance
Staff Source/Legal Source: Jacob Cox, Manager, Office of Development Assistance / Brian Rulla, Assistant City Attorney
Outside Speaker:
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 12/13/2021

Regular Meeting: 12/20/2021

ITEM DETAILS:

Agenda long title: FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 122-30 OF THE CITY CODE PERTAINING TO SPECIAL DISTRICTS

No waiver requested

No sponsor

Staff Source/Legal Source: Jacob Cox, Manager, Office of Development Assistance / Brian Rulla, Assistant City Attorney

No outside speakers

Presentation/ Discussion time 10/10

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

- | | |
|---|--|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input checked="" type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 11/23/2021

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

- | | |
|---|---|
| <input checked="" type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input checked="" type="checkbox"/> 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 first metro districts were formed within the City of Aurora during the 1980s. In 1989, the City enacted what eventually became Chapter 122 of the City Code and adopted its first Model Service Plan for Metropolitan Districts. In 2004, City Council significantly amended code to adopt guidance and requirements for Metropolitan Districts in the City of Aurora. The city's 2004 Model Service Plan, based on those requirements, remains largely unchanged to this day. It is characterized by the following basic features:

1. Maximum debt mill levy of 50 mills
2. Maximum term for debt repayment of 40 years (residential)
3. Agreement to impose the Aurora Regional Improvements (ARI) mill levy.

Recently, there has been much attention on metro districts. As a result, several council members have inquired about additional education, transparency and protections/safeguards that the city may want to implement for metro districts within the city. Management and Finance committee provided direction to staff at the November 23, 2021 meeting on proposed changes and the attached redlined document reflects these changes.

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

Based on City Council feedback and statutory changes, staff has prepared the following outline of service plan changes for Council consideration. In addition, there are minor edits to improve the clarity of the document.

Proposed Service Plan Changes

Section II. Definitions(page 2).

- Agreed Upon Procedures Engagement: This is a new definition necessary for the addition of provision "J" in Section VII. Financial Plan
- C.R.S.: added for clarity
- Operations and Maintenance Mill Levy: added for clarity

Section V. Total Debt Issuance Limitation (page 6)

- 15. Website

This is a new provision requiring districts to create and maintain a website for their community when applicable. Included in this list is the requirement to post any and all information and documents required by C.R.S. § 32-1- 104.5, including any campaign funding information, that is required by the Secretary of State for candidates running for

the district board.

Section VII. Financial Plan (page 12)

- J. Agreed Upon Procedures Examination

This is a new provision that has added language to encourage an examination of a district's past financial records at the time the district board is a resident controlled board. This language is general to allow the board to direct the examination based on specific concerns and cost considerations.

- C (3): Additional language clarifying the Maximum Debt Mill Levy in relation to the Operations and Maintenance (O&M) Mill Levy.

Section VIII- Annual Report (page15)

- A. General: Includes language to clarify information to be included in the annual report

Section X- Disclosure Notices and Meetings (page 16)

- Disclosure to Purchasers: Language has been added to require the disclosure form used by the districts to conform to the city's standard model disclosure form (Exhibit D). Provisions include:
 - Written notice provided to the City for date of petition for organization hearing date
 - Written notice of disclosure to initial purchasers
 - Disclosure information to be displayed in sales offices
 - Annual notice provided to all eligible electors
 - Meeting format flexibility and location requirements

Exhibit D- Notice of Special District Disclosures

- Disclosure form refined to add clarity for purchasers and consistency across districts

QUESTIONS FOR COUNCIL

Does Council wish to move this forward to the December 20, 2021 Regular Meeting?

LEGAL COMMENTS

The model service plan may be amended, from time to time, by the city manager pursuant to the authority contained in section 7-4(m) of the Charter. (City Code § 122-30).

All legislative enactments must be in the form of ordinances pursuant to 5-1 of the Charter of the City of Aurora, Colorado. City Council Rule F.1 provides that an ordinance remains in effect until otherwise rescinded or amended by the City Council.

(Rulla)

PUBLIC FINANCIAL IMPACT

☐ YES ☒ NO

If yes, explain:

PRIVATE FISCAL IMPACT

☐ Not Applicable ☒ Significant ☐ Nominal

If Significant or Nominal, explain: Metropolitan Districts have the power to impose taxes and fees on properties contained within their boundaries.

ORDINANCE NO. 2021- _____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA,
COLORADO, AMENDING SECTION 122-30 OF THE CITY CODE PERTAINING TO
SPECIAL DISTRICTS

WHEREAS, Title 32, Article 1, C.R.S., as amended (the “Special District Act”), provides that no special district shall be organized if its boundaries are wholly contained within the boundaries of a municipality, except upon adoption of a resolution of approval by the governing body of the municipality; and

WHEREAS, the City Council (the “Council”) of the City of Aurora, Colorado (the “City”) has adopted Chapter 122 of the City’s Municipal Code (the “Code”), which chapter establishes procedures for the review and approval of service plans for Title 32 special districts located within the City’s boundaries; and

WHEREAS, the Special District Act and Chapter 122 of the Code set forth criteria for the content of Title 32 special district service plans; and

WHEREAS, Section 122-29 of the Code provides that special district service plans shall substantially comply with the form and content of the model service plan; and

WHEREAS, pursuant to Section 122-30 of the Code, the city manager has the authority to amend the service plan from time to time; and

WHEREAS, upon input from City Council, staff has amended specific sections in the City’s model service plan, including certain provisions referenced in the Code; and

WHEREAS, it is necessary to update the Aurora City Code to reflect the changes incorporated in the City’s current model service plan:

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

Section 1. The City Code of the City of Aurora, Colorado, is hereby amended by adding a section, to be numbered 122-30(c)(1)(d) which section reads as follows:

The maximum debt mill levy shall not apply to the district’s operations and maintenance mill levy for the provision of operation and maintenance services to the district’s taxpayers and service users as set for in the approved service plan.

Section 2. The City hereby amends Section 122-30(c)(12) of the City Code pertaining to Special Districts as follows:

The title 32 district shall not issue any debt in an amount that exceeds the amount authorized in its approved service plan- **in the aggregate; provided however, that any debt issued by the district for regional improvements shall not be included within this limitation and shall be subject to the limitations set forth in the approved service plan.**

Section 3. The City hereby amends Section 122-30(c)(18) of the City Code pertaining to Special Districts as follows:

The title 32 district shall file an annual report with the city no later than August 1 of each year following the year in which the order and decree creating the district is issued. **The annual report shall include all information required pursuant to the Special District Act.**

Section 4. The City hereby amends Section 122-30(c)(19) of the City Code pertaining to Special Districts as follows:

The title 32 district shall use reasonable efforts ~~to assure~~ **and due diligence to cause each that all developers and homebuilder of the property located within such district to provide written notice of disclosure to all initial purchasers of property in the district regarding the maximum debt mill levy, as well as a general description of the district's authority to impose and collect rates, fees, tolls and charges that describes the general purpose of the district and financial impact on each residential property at the time of entering into the purchase contract.** The form of notice shall be filed with the city prior to the initial issuance of the debt of the district imposing the mill levy that is the subject of the maximum debt mill levy.

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

Section 6. All 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 BY REFERENCE this ____ day
of _____, 2021.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

 C McK

BRIAN J. RULLA, Assistant City Attorney

**[CITY OF AURORA 2021 MODEL
MULTIPLE DISTRICT SINGLE SERVICE PLAN]**

**SERVICE PLAN
FOR**

_____ **METROPOLITAN DISTRICT NO.** _____

CITY OF AURORA, COLORADO

Prepared

by

[NAME OF PERSON OR ENTITY]

[ADDRESS]

[ADDRESS]

[DATE]

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EXHIBIT A	Legal Descriptions
EXHIBIT B	Aurora Vicinity Map
EXHIBIT C-1	Initial Districts Boundary Maps
EXHIBIT C-2	Inclusion Area Boundary Map
<u>EXHIBIT D</u>	<u>Notice of Special District Disclosure</u>
EXHIBIT ED	Intergovernmental Agreement between the Districts and Aurora

I. INTRODUCTION

A. Purpose and Intent.

The Districts are independent units of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Service Plan, their activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Service Plan. It is intended that the Districts will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the Districts. The primary purpose of the Districts will be to finance the construction of these Public Improvements.

The Districts are not being created to provide ongoing operations and maintenance services other than as specifically set forth in this Service Plan.

B. Need for the Districts.

There are currently no other governmental entities, including the City, located in the immediate vicinity of the Districts that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment and financing of the Public Improvements needed for the Project. Formation of the Districts is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the City Regarding Districts Service Plans.

The City's objective in approving the Service Plan for the Districts is to authorize the Districts to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the Districts. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for residential properties and at a tax mill levy no higher than the Maximum Debt Mill Levy for commercial and residential properties, and/or repaid by Fees, as long as such Fees are not imposed upon or collected from Taxable Property owned or occupied by an End User for the purpose of creating a capital cost payment obligation as further described in Section V.A.11. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax and Fee burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Service Plan is intended to establish a limited purpose for the Districts and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs. Operational activities are allowed, but only through an intergovernmental agreement with the City.

It is the intent of the Districts to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of

all Debt, and if any District has authorized operating functions under an intergovernmental agreement with the City, to retain only the power necessary to impose and collect taxes or Fees to pay for these costs.

The Districts shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Fees or from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy on commercial and residential properties and which shall not exceed the Maximum Debt Mill Levy Imposition Term on residential properties. It is the intent of this Service Plan to assure to the extent possible that no commercial or residential property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no property developed for a residential use bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the Districts. With regard to Regional Improvements, this Service Plan also provides for the Districts to pay a portion of the cost of regional infrastructure as part of ensuring that development and those that benefit from development pay for the associated costs.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Agreed Upon Procedures Engagement: means an attestation engagement in which a certified public accountant performs specific procedures on subject matter and reports the findings without providing an opinion or conclusion. The subject matter may be financial or nonfinancial information. Because the needs of an engaging party vary, the nature, timing, and extent of the procedures may vary, as well.

Approved Development Plan: means a Framework Development Plan or other process established by the City for identifying, among other things, Public Improvements necessary for facilitating development for property within the Service Area as approved by the City pursuant to the City Code and as amended pursuant to the City Code from time to time.

ARI or Regional Improvements: means Aurora Regional Improvements.

ARI Authority: means one or more Authorities established by an ARI Authority Establishment Agreement.

ARI Establishment Agreement: means an intergovernmental agreement establishing an ARI Authority which has, at minimum, Title 32 special districts from three (3) or more Approved Development Plan areas as parties to the Agreement.

ARI Master Plan: means one or more master plans adopted by an ARI Authority establishing Regional Improvements which will benefit the taxpayers and service users of

the districts which constitute such ARI Authority, which master plan will change from time to time.

ARI Mill Levy: means the following:

A. For districts with property within their boundaries developed with any residential uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20th) year; and (ii) shall be five (5) mills from the twenty-first (21st) year through the fortieth (40th) year or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs; and (iii) for an additional ten (10) years, the mill levy shall be equal to the average debt service mill levy imposed by such district in the ten (10) years prior to the date of repayment of the debt incurred for Public Improvements other than Regional Improvements; and

B. For districts with property within their boundaries developed solely for commercial uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20th) year; (ii) shall be one and one-half (1.5) mills from the twenty-first (21st) year through the date of repayment of debt incurred for Public Improvements, other than Regional Improvements; and (iii) for five (5) years thereafter, the mill levy shall be the lesser of twenty (20) mills or a mill levy equal to the average debt service mill levy imposed by such district in the ten (10) years prior to the date of repayment of debt issued for Public Improvements, other than Regional Improvements; and

C. Any district may, pursuant to any intergovernmental agreement with the City, extend the term for application of the ARI Mill Levy beyond the years set forth in A and B above. The Maximum Mill levy Imposition Term shall include the terms set forth in A and B above and any extension of the term as approved in an intergovernmental agreement as described herein.

D. All mills described in this ARI Mill Levy definition shall be subject to adjustment as follows: On or after January 1, 2004, if there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the one (1) mill levy described above may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes, for purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

Board: means the board of directors of one District or the boards of directors of all Districts, in the aggregate.

Bond, Bonds or Debt: means bonds or other obligations for the payment of which any District has promised to impose an *ad valorem* property tax mill levy, and/or collect Fee revenue.

City: means the City of Aurora, Colorado.

City Code: means the City Code of the City of Aurora, Colorado.

City Council: means the City Council of the City of Aurora, Colorado.

C.R.S.: means the Colorado Revised Statutes, as the same may be amended from time to time.

District: means any one of the _____ Metropolitan District No. 1 through _____.

District No. ____: means the _____ Metropolitan District No. ____.

District No. ____: (repeat as necessary for each District)

Districts: means District No. 1 and District Nos. ____, ____, ____ (fill in number of each District) collectively.

End User: means any owner, or tenant of any owner, of any taxable improvement within the Districts who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

External Financial Advisor: means a consultant that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Fees: means any fee imposed by the Districts for services, programs or facilities provided by the Districts, as described in Section V.A.11. below.

Financial Plan: means the Financial Plan described in Section VII which describes (i) how the Public Improvements are to be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

Inclusion Area Boundaries: means the boundaries of the area described in the Inclusion Area Boundary Map.

Inclusion Area Boundary Map: means the map attached hereto as **Exhibit C-2**, describing the property proposed for inclusion within one, but not any more than one, of the boundaries of the Districts.

Initial District Boundaries: means the boundaries of the area described in the Initial District Boundary Map.

Initial District Boundary Map: means the map attached hereto as **Exhibit C-1**, describing the initial boundaries of the Districts.

Maximum Debt Mill Levy: means the maximum mill levy any of the Districts is permitted to impose for payment of Debt as set forth in Section VII.C below.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy on a particular property developed for residential uses as set forth in Section VII.D below.

Operations and Maintenance Mill Levy: means the mill levy the Districts project to impose for payment of administration, operations, and maintenance costs as set forth in the Financial Plan in Section VII below.

Operating District: means District No. 1.

Project: means the development or property commonly referred to as _____.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act, except as specifically limited in Section V below, to serve the future taxpayers and inhabitants of the Service Area as determined by the Board of one or more of the Districts.

Regional Improvements: means Public Improvements and facilities that benefit the Service Area and which are to be financed pursuant to Section VI below.

Service Area: means the property within the Initial District Boundary Map and the Inclusion Area Boundary Map.

Service Plan: means this service plan for the Districts approved by City Council.

Service Plan Amendment: means an amendment to the Service Plan approved by City Council in accordance with the City's ordinance and the applicable state law.

Special District Act: means Section 32-1-101, et seq., of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real or personal property within the Service Area subject to ad valorem taxes imposed by the Districts.

Taxing District: means District Nos. 2 ____, ____, ____, ____ (name each District other than District No. 1).

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately ____ (____) acres and the total area proposed to be included in the Inclusion Area Boundaries is approximately ____ (____) acres. A legal description of the Initial District Boundaries and the Inclusion Area Boundaries is attached hereto as **Exhibit A**. A vicinity map is attached hereto as **Exhibit B**. A map of the Initial District Boundaries is attached hereto as **Exhibit C-1**, and a map of the Inclusion Area Boundaries is attached hereto as **Exhibit C-2**. It is anticipated that the District's boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Section 32-1-401, et seq., C.R.S., and Section 32-1-501, et seq., C.R.S., subject to the limitations set forth in Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately ____ (____) acres of ____ land. The current assessed valuation of the Service Area is \$0.00 for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The population of the Districts at build-out is estimated to be approximately ____ (____) people.

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the Districts, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the Districts and Service Plan Amendment.

The Districts shall have the power and authority to provide the Public Improvements and related operation and maintenance services within and without the boundaries of the Districts as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

In connection with the performance of all acts or activities hereunder, the District shall not violate any protection clauses of the United States or Colorado State Constitutions. The District shall not discriminate against any person because of race, color, religion, national origin,

gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability, and further shall insert the foregoing provision in contracts or subcontracts let by the District to accomplish the purposes of this ~~s~~Service ~~p~~Plan.

1. Operations and Maintenance Limitation. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements to the City or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The Districts shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto. Any Fee imposed by the Districts for access to such park and recreation improvements shall not result in Non-District Aurora residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the Districts. However, the Districts shall be entitled to impose an administrative Fee as necessary to cover additional expenses associated with Non-District Aurora residents to ensure that such costs are not the responsibility of Districts residents. All such Fees shall be based upon the Districts' determination that such Fees do not exceed reasonable annual market fees for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the Districts shall be open to the general public and Non-District Aurora residents, subject to the rules and regulations of the Districts as adopted from time to time. Trails which are interconnected with a city or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the Districts.

2. Fire Protection Limitation. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation Limitation. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction Limitation. Acknowledging that the City has financed public golf courses and desires to coordinate the construction of public golf courses in the City's boundaries, the Districts shall not be authorized to plan, design, acquire,

construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

5. Construction Standards Limitation. The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction and of those special districts that qualify as “interested parties” under Section 32-1-204(1), C.R.S., as applicable. The Districts will obtain the City’s approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District’s Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

8. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

9. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the Districts shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any fees used for the purpose of repayment of Debt.

10. Total Debt Issuance Limitation. The Districts shall not issue Debt in excess of _____ Dollars (\$ _____) in the aggregate; provided however, that any Debt issued by the Districts for Regional Improvements shall not be included within this limitation and shall be subject to the limitations set forth in Section VI.

11. Fee Limitation. Each of the Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

12. Monies from Other Governmental Sources. The Districts shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the Districts without any limitation.

13. Consolidation Limitation. District No. ____ shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City, unless such consolidation is with District No. ____.

14. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

15. Website. When a district is required to have a website in accordance with the requirements of C.R.S. Section 32-1- 104.5, the District shall establish, maintain and annually update a public website or provide information on a shared community website, on which the District will timely post all information and documents required by C.R.S. § 32-1- 104.5.

15.16. Service Plan Amendment Requirement. This Service Plan has been designed with sufficient flexibility to enable the Districts to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the Districts which violate the limitations set forth in Sections V.A.1-154 above or in Section VII.B-G shall be deemed to be material modifications to this Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the Districts.

B. Preliminary Engineering Survey.

The Districts shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance and financing of the Public Improvements within and without the boundaries of the Districts, to be more specifically defined in an Approved Development Plan. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the Service Area and is approximately _____ Dollars (\$_____).

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the City and shall be in accordance with the requirements of the Approved Development Plan. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

C. Multiple District Structure.

It is anticipated that the Districts, collectively, will undertake the financing and construction of the Public Improvements. The nature of the functions and services to be provided by each District shall be clarified in an intergovernmental agreement between and among the Districts. All such agreements will be designed to help assure the orderly development of the Public Improvements and essential services in accordance with the requirements of this Service Plan. Implementation of such intergovernmental agreement is essential to the orderly implementation of this Service Plan. Accordingly, any determination of any Board to set aside said intergovernmental agreement without the consent of all of the Districts shall be a material modification of the Service Plan. Said intergovernmental agreement may be amended by mutual agreement of the Districts without the need to amend this Service Plan.

VI. REGIONAL IMPROVEMENTS

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of participation in the alternatives set forth in Section VI.A, B or C below.

The Taxing Districts shall impose the ARI Mill Levy and shall convey it as follows:

A. If the Districts have executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the terms of which provide for the City to appoint no less than thirty percent (30%) and no more than forty-nine percent (49%) of the board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

B. If the City and the Districts have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the Districts in accordance with such agreement; or

C. If neither Section VI.A nor VI.B above is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under this Section VI and shall not expend such revenue until an intergovernmental agreement is executed between the Districts establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the Service Plan by the City and neither Section VI.A nor VI.B above have occurred within two (2) years from the date of the approval of the Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the Districts as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, any District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI.B above. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and

transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Sections VI.A, B, or C set forth above, unless the City has agreed otherwise in writing; provided, however, in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. The Districts shall cease to be obligated to impose, collect and convey to the appropriate entity, as described above, the revenue from the ARI Mill Levy described in this Section VI at such time as the area within the Districts' boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements.

The Districts shall have the authority to issue Debt for the Regional Improvements, in an amount not to exceed _____ Dollars (\$_____) pursuant to agreements as described in VI.A, B, or C above. Such limit is not subject to the Total Debt Issuance Limitation described in section VII below.

VII. FINANCIAL PLAN

A. General.

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from their revenues and by and through the proceeds of Debt to be issued by the Districts. The Financial Plan for the Districts shall be to issue such Debt as the Districts can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy, Fees and other legally available revenues. The total Debt that the Districts shall be permitted to issue shall not exceed _____ Dollars (\$_____) (exclusive of Debt issued for Regional Improvements described in Section VI above) and shall be permitted to be issued on a schedule and in such year or years as the Districts determine shall meet the needs of the Financial Plan referenced above and shall be phased to serve development as it occurs. All ~~B~~onds and other Debt issued by the Districts may be payable from any and all legally available revenues of the Districts, including general ad valorem taxes and Fees to be imposed upon all Taxable Property within the Districts. The Districts will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy.

The “Maximum Debt Mill Levy” shall be the maximum mill levy a District is permitted to impose upon the taxable property within such District for payment of Debt, and shall be determined as follows:

1. For the portion of any aggregate Debt which exceeds fifty percent (50%) of the District’s assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 below; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

2. For the portion of any aggregate Debt which is equal to or less than fifty percent(50%) of the District’s assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

3. For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 above, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, such District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in such District’s Debt to assessed ratio. All Debt issued by the Districts must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the Districts are composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term “District” as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

The Maximum Debt Mill Levy shall not apply to the District’s Operations and Maintenance Mill Levy for the provision of operation and maintenance services to the District’s taxpayers and service users as set for in Section VII.K below.

D. Maximum Debt Mill Levy Imposition Term.

The Districts shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI. Other than the ARI Mill Levy, the Districts shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on

any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District imposing the mill levy are residents of such District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

E. Debt Repayment Sources.

Each of the Districts may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance. The Districts may also rely upon various other revenue sources authorized by law. At the Districts' discretion, these may include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(l), C.R.S., as amended from time to time. In no event shall the debt service mill levy in any District exceed the Maximum Debt Mill Levy or, for residential property within a District, the Maximum Debt Mill Levy Imposition Term, except pursuant to an intergovernmental agreement between the Operating District and the City for Regional Improvements.

F. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the Districts.

G. Security for Debt.

The Districts shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the City of payment of any of the Districts' obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the City in the event of default by the Districts in the payment of any such obligation.

H. TABOR Compliance.

The Districts will comply with the provisions of TABOR. In the discretion of the Board, the Districts may set up other qualifying entities to manage, fund, construct and operate

facilities, services, and programs. To the extent allowed by law, any entity created by the Districts will remain under the control of the Districts' Boards.

I. Districts' Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the districts' organization and initial operations, are anticipated to be _____ Dollars (\$ _____), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the Districts will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The first year's operating budget is estimated to be _____ Dollars (\$ _____) which is anticipated to be derived from property taxes and other revenues.

The Maximum Debt Mill Levy for the repayment of Debt shall not apply to the District's ability to increase their Operations and Maintenance Mill Levy ~~mill levy~~ as necessary for provision of operation and maintenance services to their taxpayers and service users.

J. Agreed Upon Procedures Examination.

For districts with property within their boundaries developed with any residential uses, at such time that a majority of Board of Directors of the District are residents of the district, the district is encouraged to engage the services of a certified public accountant for an Agreed Upon Procedures Engagement. The Board of Directors, in its discretion, will set the scope and the procedures for the engagement.

VIII. ANNUAL REPORT

A. General.

Each of the Districts shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued. The annual report shall include all information required pursuant to the Special District Act.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.
2. Intergovernmental Agreements with other governmental entities, either entered into or proposed as of December 31 of the prior year.

3. Copies of the Districts' rules and regulations, if any as of December 31 of the prior year.

4. A summary of any litigation which involves the Districts Public Improvements as of December 31 of the prior year.

5. Status of the Districts' construction of the Public Improvements as of December 31 of the prior year.

6. A list of all facilities and improvements constructed by the Districts that have been dedicated to and accepted by the City as of December 31 of the prior year.

7. The final assessed valuation of the Districts as of December 31 of the reporting year for the current year.

8. Current year budget including a description of the Public Improvements to be constructed in such year.

9. Audit of the Districts financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.

10. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.

11. Any inability of the Districts to pay their obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

IX. DISSOLUTION

Upon an independent determination of the City Council that the purposes for which the Districts were created have been accomplished, the Districts agree to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the Districts have provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

X. DISCLOSURE TO PURCHASERS NOTICES AND MEETINGS

1. The District will provide the City with written notice of the date of hearing on its petition for organization filed with the district court.

2. The Districts will use reasonable efforts and due diligence to cause to assure that all each developers and home builder of the property located within the Districts to provide written notice of disclosure to all initial purchasers of property in the Districts regarding the Maximum Debt Mill Levy, as well as a general description of the Districts' authority to impose and collect rates, Fees, tolls and charges that describes the general purpose of the district and financial impact on each residential property at the time of entering into the purchase

contract. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy. . The form of notice shall be substantially in the form of **Exhibit E** attached hereto; provided that such notice may be modified by the District so long as a new notice is submitted to and approved by the City prior to using such modified notice. Any modified notice will be expected to provide the following information:

- a. General description and purpose(s) of the District.
- b. Contact information for the District.
- c. Website address for the District (once established per Section V.A.15).
- d. District boundary map showing all lots within the District.
- e. The Maximum Debt Mill Levy that may be imposed on the residential property for each year the District is in existence and a calculation of the associated taxes that the homeowner will pay.
- f. List of all other taxing entities within the District boundaries and their current mill levies and associated taxes.
- g. The District's Total Debt Issuance Limitation and a description of the Public Improvements that the District Debt is being issued to pay for.
- h. The Maximum Debt Mill Levy Imposition Term, providing an understanding of the duration for which the property will be taxed to pay off Debt.
- i. A description of what the Operations and Maintenance Mill Levy is, pays for, and the duration that the property will be taxed to pay for the eligible Operations and Maintenance Mill Levy expenses.
- j. Any and all Fees currently imposed on each residential property for each year the District is in existence.
- k. Any additional information required by the Colorado Revised Statutes, including without limitation C.R.S. § 38-35.7-110, as amended from time to time.

The District will use reasonable efforts and due diligence to cause each developer and home builder to require that each home buyer is asked to acknowledge receipt of such notice of disclosure at the time of entering into the purchase contract.

3. To ensure that potential residential buyers are educated about the District, the District will provide the information identified in Section X.2 above to the developer or home builders for prominent display at all sales offices, and by inspecting the sales offices within the District Boundaries on a quarterly basis to assure the information provided is accurate and prominently displayed.

4. The District shall provide annual notice to all eligible electors of the District, in accordance with Section 32-1-809, C.R.S. In addition, the District shall record a District public disclosure document and a map of the District boundaries with the Clerk and Recorder of each County in which District property is located, in accordance with Section 32-1-104.8, C.R.S. The District shall use reasonable efforts to ensure that copies of the annual notice,

public disclosure document and map of the District boundaries are provided to potential purchasers of real property within the District as part of the seller's required property disclosures.

5. All special and regular District meetings shall be open to the public and shall be held at a location within the District boundaries, or virtually with participation via teleconference, webcast, video conference or other technological means. If a Board meeting is held virtually, the District shall provide information on the District website accessible to all residents on how to access and participate in the virtual meeting. If the District utilizes email to communicate with residents, the District shall also send notification of the virtual meeting by email. The District shall provide notification via the District website and, if applicable, email, at least ten (10) days prior to the virtual Board meeting. If the Board schedules a virtual special meeting that will be convened in fewer than ten (10) days, the District shall provide notification via the District website and, if applicable, email, as soon as possible after scheduling the special meeting.

XI. INTERGOVERNMENTAL AGREEMENT

The form of the intergovernmental agreement required by the City Code, relating to the limitations imposed on the Districts' activities, is attached hereto as **Exhibit DE**. The Districts shall approve the intergovernmental agreement in the form attached as **Exhibit DE** at their first Board meeting after their organizational elections. Failure of the Districts to execute the intergovernmental agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The City Council shall approve the intergovernmental agreement in the form attached as **Exhibit DE** at the public hearing approving the Service Plan.

XII. CONCLUSION

It is submitted that this Service Plan for the Districts, as required by Section 32-1-203(2), C.R.S., and Section 122-35 of the City Code, establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the Districts;
2. The existing service in the area to be served by the Districts is inadequate for present and projected needs;
3. The Districts are capable of providing economical and sufficient service to the area within its proposed boundaries; and
4. The area to be included in the Districts does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.
5. Adequate service is not, and will not be, available to the area through the City or county or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.

6. The facility and service standards of the Districts are compatible with the facility and service standards of the City within which the special districts are to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.

7. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the City Code.

8. The proposal is in compliance with any duly adopted City, regional or state long-range water quality management plan for the area.

9. The creation of the District is in the best interests of the area proposed to be served.

Respectfully submitted this _____ day of _____, 200_____.

By: _____
Attorneys for the Proponents of the Districts

EXHIBIT A

Legal Descriptions

EXHIBIT B

Aurora Vicinity Map

EXHIBIT C-1

Initial Districts Boundary Maps

EXHIBIT C-2

Inclusion Area Boundary Map

EXHIBIT D

Notice of Special District Disclosure

ATTENTION HOMEBUYER: You are purchasing a home that is located within *[District name]* **Metropolitan District**. This District has the authority to issue bonds or other debt to pay for development improvements and levy taxes and fees on all properties within the District for debt repayment and ongoing operations and maintenance.

<u>Name of District:</u>	<i>[District name]</i> Metropolitan District
<u>Contact Information for District:</u>	
<u>District Website:</u>	
<u>District Boundaries:</u>	See attached map.
<u>Purpose of the District:</u>	<u>Metropolitan district organized pursuant to C.R.S. § 32-1-101 et seq. The District was created to assist with the planning, design, acquisition, construction, installation, operation, maintenance, relocation, and financing of certain public improvements serving the <i>[project name]</i> located the City of Aurora, Colorado and described further in the District's Service Plan.</u> <u>A copy of the District's Service Plan can be found on the District's website or by contacting the District at the District contact information above.</u>
<u>Authorized Types of District Taxes:</u>	<u>Debt Mill Levy and Operations and Maintenance Mill Levy</u> <u>These mill levies result in taxes you will owe to the District and are described further below.</u>
<u>District's Total Debt Issuance Authorized per District's Service Plan:</u>	\$
<u>District Improvements Financed by Debt:</u>	<u>The District intends to, or has already issued debt to pay for <i>[list major Public Improvement categories, and where appropriate identify specific improvements by name (i.e. specific roads, parks, etc.)]</i></u>
<u>Maximum Debt Mill Levy that may be levied annually on properties within the District to pay back debt:</u>	<u>Maximum Debt Mill Levy: 50.000 Mills</u> <u>The Maximum Debt Mill Levy may adjust based on changes in the residential assessment ratio occurring after January 1, 2004.</u> <u><i>[depending on service plan amendments, add info about the Board potentially being able to change the Debt Mill Levy]</i></u>
<u>Ongoing Operations and Maintenance Services of the District:</u>	<u>The District intends to impose an Operations and Maintenance Mill Levy to pay for</u> <u><i>[list eligible ongoing administration, operating and maintenance</i></u>

	<u>obligations]</u>
<u>District Fees:</u>	<u>[For transparency, District should indicate that the Board may choose to impose operations and maintenance fees in the future]</u>
<u>Other Taxing Entities to which you will pay taxes to:</u>	<u>[List all taxing entities and current mill levies within the District Boundaries as identified by the County Assessor]</u>

Sample Calculation of Taxes Owed for a Residential Property within the District:

Assumptions:

Average market value of home in

District is \$ Debt Mill Levy is 50 mills

Operations and Maintenance Mill Levy is mills

Total Metropolitan District mill levies = 60 mills

Calculation of Metropolitan District Taxes:

\$ x .0715 = \$ (Assessed Valuation)

\$ x .060 mills = \$ per year in taxes owed solely to the Metro District

Total Additional Mill Levies from Other Taxing Entities: mills = \$ annual taxes

TOTAL [YEAR] PROPERTY TAXES FOR A HOME COSTING \$ = \$

THIS ESTIMATE ONLY PROVIDES AN ILLUSTRATION OF THE AMOUNT OF THE NEW PROPERTY TAXES THAT MAY BE DUE AND OWING AFTER THE PROPERTY HAS BEEN REASSESSED AND, IN SOME INSTANCES, RECLASSIFIED AS RESIDENTIAL PROPERTY. THIS ESTIMATE IS NOT A STATEMENT OF THE ACTUAL AND FUTURE TAXES THAT MAY BE DUE. FIRST YEAR PROPERTY TAXES MAY BE BASED ON A PREVIOUS YEAR'S TAX CLASSIFICATION, WHICH MAY NOT INCLUDE THE FULL VALUE OF THE PROPERTY AND, CONSEQUENTLY, TAXES MAY BE HIGHER IN SUBSEQUENT YEARS. A SELLER HAS COMPLIED WITH THIS DISCLOSURE STATEMENT AS LONG AS THE DISCLOSURE IS BASED UPON A GOOD-FAITH EFFORT TO PROVIDE ACCURATE ESTIMATES AND INFORMATION.

ACKNOWLEDGED AND AGREED TO BY BUYER:

Name: _____

Date: _____

EXHIBIT DE

Intergovernmental Agreement between the Districts and Aurora

[MULTIPLE DISTRICT SINGLE SERVICE PLAN]

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF AURORA, COLORADO,

_____ **METROPOLITAN DISTRICT NO. _____**

AND _____ METROPOLITAN DISTRICT NO. _____

THIS AGREEMENT is made and entered into as of this ____ day of _____, _____, by and between the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado (“City”), and _____ METROPOLITAN DISTRICT NO. 1, and _____ METROPOLITAN DISTRICT NO. _____, quasi-municipal corporations and political subdivisions of the State of Colorado (the “Districts”). The City and the Districts are collectively referred to as the Parties.

RECITALS

WHEREAS, the Districts were organized to provide those services and to exercise powers as are more specifically set forth in the Districts’ Service Plans approved by the City on _____ (“Service Plans”); and

WHEREAS, the Service Plans make reference to the execution of an intergovernmental agreement between the City and the Districts, as required by the Aurora City Code; and

WHEREAS, the City and the Districts have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement (“Agreement”).

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Operations and Maintenance. The Districts shall dedicate the Public Improvements (as defined in the Service Plan) to the City or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The Districts shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels,

and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto.

Any Fee imposed by the District for access to such park and recreation improvements shall not result in Non-District City residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the District. However, the District shall be entitled to impose an administrative fee as necessary to cover additional expenses associated with Non-District City residents to ensure that such costs are not the responsibility of District residents. All such Fees shall be based upon the District's determination that such Fees do not exceed reasonable annual market fee for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the Districts shall be open to the general public and Non-District City residents, subject to the rules and regulations of the Districts as adopted from time to time. Trails which are interconnected with a city or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the Districts.

2. Fire Protection. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction. The Districts shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

5. Construction Standards. The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction and of those special districts that qualify as "interested parties" under Section 32-1-204(1), C.R.S., as applicable. The Districts will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

8. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

9. Initial Debt. On or before the effective date of approval by the City of an Approved Development Plan (as defined in the Service Plan), the Districts shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any fees used for the purpose of repayment of Debt.

10. Total Debt Issuance. The Districts shall not issue Debt in excess of _____ Dollars (\$ _____) in the aggregate; provided, however, that any Debt issued by the Districts for ARI Regional Improvements shall not be included within this limitation and shall be subject to the limitations set forth in Section VI of the Service Plan..

11. Fee Limitation. Each of the Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

12. Debt Issuance Limitation. The Districts shall not be authorized to incur any indebtedness until such time as the Districts have approved and executed the IGA and approved the imposition of the Aurora Regional Improvement Mill Levy (as defined in the Service Plan) upon all taxable property located within the boundaries of the Districts.

13. Monies from Other Governmental Sources. The Districts shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the Districts without any limitation.

14. Consolidation. District No. ____ shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City, unless such consolidation is with District No. ____.

15. Bankruptcy. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

16. Website. When a district is required to have a website in accordance with the requirements of C.R.S. Section 32-1- 104.5, the District shall establish, maintain and annually update a public website or provide information on a shared community website, on which the District will timely post all information and documents required by C.R.S. § 32-1- 104.5.

16.17. Dissolution. Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

17.18. Disclosure to Purchasers. The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description

of the District's authority to impose and collect rates, Fees, tolls and charges. The ~~form of~~ notice shall conform with the City's standard model disclosure attached as Exhibit D to the Service Plan as may be amended from time to time. be filed with tThe City shall be provided a copy of the notice prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

18.19. Service Plan Amendment Requirement. Actions of the Districts which violate the limitations set forth in V.A.1-14 or VII.B-G of the Service Plans shall be deemed to be material modifications to the Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the Districts.

19.20. Multiple District Structure. It is anticipated that the Districts, collectively, will undertake the financing and construction of the Public Improvements. The nature of the functions and services to be provided by each District shall be clarified in an intergovernmental agreement between and among the Districts. Such intergovernmental agreement will be designed to help assure the orderly development of the Public Improvements and essential services in accordance with the requirements of the Service Plan. Implementation of such intergovernmental agreement is essential to the orderly implementation of the Service Plan. Accordingly, any determination of any Board to set aside said intergovernmental agreement without the consent of all of the Districts shall be a material modification of the Service Plan. Said intergovernmental agreement may be amended by mutual agreement of the Districts without the need to amend the Service Plan.

20.21. Annual Report. The Districts shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued, pursuant to the City Code and containing the information set forth in Section VIII of the Service Plan.

21.22. Regional Improvements. The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of participation in the alternatives set forth in Section VI.A, B or C of the Service Plan.

The Taxing Districts shall impose the ARI Mill Levy and shall convey it as follows:

(a) If the Districts have executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the terms of which provide for the City to appoint no less than thirty percent (30%) and no more than forty-nine percent (49%) of the board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

(b) If the City and the Districts have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the Districts in accordance with such agreement; or

(c) If neither Section VI.A nor VI.B of the Service Plan is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under Section VI of the Service Plan and shall not expend such revenue until an intergovernmental agreement is executed between the Districts establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the Service Plan by the City and neither Section VI.A nor VI.B above have occurred within two (2) years from the date of the approval of the Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the Districts as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, any District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI.B of the Service Plan. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Sections VI.A, B, or C of the Service Plan, unless the City has agreed otherwise in writing; provided, however, in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. The Districts shall cease to be obligated to impose, collect and convey to the appropriate entity, as described above, the revenue from the ARI Mill Levy described in Section VI of the Service Plan at such time as the area within the Districts' boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements.

22-23. Maximum Debt Mill Levy. The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

(a) For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 of the Service Plan; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

(b) For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

(c) For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 of the Service Plan, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

The Maximum Debt Mill Levy shall not apply to the District's Operations and Maintenance Mill Levy for the provision of operation and maintenance services to the District's taxpayers and service users.

23-24. Maximum Debt Mill Levy Imposition Term. The District shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI of the Service Plan. Other than the ARI Mill Levy, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

24.25. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the Districts: _____ Metropolitan District No. _____

Attn:
Phone:
Fax:

To the City: City of Aurora
15151 E. Alameda Pkwy., 5th Floor
Aurora, CO 80012
Attn: Daniel L. Brotzman, City Attorney
Phone: (303) 739-7030
Fax: (303) 739-7042

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

25.26. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

26.27. Assignment. No Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of all other Parties, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

27.28. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Parties shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party/Parties in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

28.29. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

29:30. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

30:31. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

31:32. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the Districts and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Districts and the City shall be for the sole and exclusive benefit of the Districts and the City.

32:33. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

33:34. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

34:35. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

35:36. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

SIGNATURE PAGES TO INTERGOVERNMENTAL AGREEMENT

_____ METROPOLITAN
DISTRICT NO. ____

By: _____
President

Attest:

Secretary

CITY OF AURORA, COLORADO

By: _____
MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

BRIAN J. RULLA, Assistant City Attorney



City of Aurora
Management and Finance Policy Committee Meeting
Monday, November 23, 2021, 1:30 p.m.
Aurora, Colorado
15151 East Alameda Parkway
Aurora, CO 80012

Members Present: Council Member Gardner – Chair, Council
Member Gruber

Others Present: R. Venegas, T. Sedmak, G. Hays, S. Newman,
H. Hernandez, N. Wishmeyer, D. Brotzman, N. Wishmeyer, B. Rulla,
D. Hudson, J. Cox, V. Rachael, E. Watson, N. Krauss, G. Jacobo,
M. Gardner, W. Sommer, M. Crawford, S. VanBuren, L. Saqib, and
T. Hoyle

Curtis Gardner: Hi there, sorry about that.

Ran into some traffic coming into city hall.

I know Terri's not here but let's go ahead and get started.

MINUTES

Council Member Gruber, any changes on the minutes?

Dave Gruber: No, their good.

SALES TAX REPORT

Curtis Gardner: Great, you want to go ahead with the sales tax?

Greg Hays: I sure will. This is a boring one this time, 10.3%

up. The marketplace facilitator added very little, only about

0.6% of that so kind of the same growth we've had all along.

We've had growth over last year in the same exact places,

electronic computers, clothing accessories, eating and drinking

places, sporting goods, that sort of stuff is all great and once

again, beer and wine was down. So, it's the same story once

again but we're still doing well.

Curtis Gardner: Council Member Gruber, any questions?

Dave Gruber: No. Thank you for that, Greg.

Greg Hays: Thank you.

Curtis Gardner: thanks, Greg. Appreciate the update.

Greg Hays: no problem.

METRO DISTRICT SERVICE PLAN UPDATE

Curtis Gardner: All right, Jacob.

Jacob Cox: Good afternoon. Can you hear me okay?

Curtis Gardner: yes, we can.

Jacob Cox: all right.

Good afternoon, council members. So, the item we're presenting today for discussion high level directions, an update to our model service plan based on prior feedback from council.

For some background, the red line copy attached in the backup presented in 2020 and ultimately did not move forward for approval by council last year.

Staff was asked to conduct town hall meetings in late 2020 to accommodate some feedback they were receiving and subsequently listen to feedback from constituents, homeowners, and district representatives over the past year.

As a result, several council members have inquired about updates to transparency, protections, and safeguards the city may want to implement for metro districts within the city.

Based on city council feedback and some statutory changes, staff has prepared the attached outline of service plan changes for consideration.

In addition, there are some minor edits to language to improve the clarity of the document and some more transparency items that we were looking at.

The list provided in the commentary is arranged with corresponding sections and page numbers from that 2020 red line service plan document as I mentioned.

There are several items being further refined to incorporate more recent changes in the state law and staff is looking to compile pertinent changes incorporating any feedback today and state requirements in order to present a consolidated 2021 plan at study session moving forward.

In addition to those refinements, a red line in that document, there are a few larger policy concepts that staff wanted to get some direction on prior to incorporated into an attached draft and I'll kind of go through those quickly.

One of those items that we were looking at that some other jurisdictions have done, and we saw some recent precedence of, was an engineer's estimate of probable cost.

We had looked at some precedence for requiring cost estimates with new service plans, however after some further analysis, we're proposing actually not to include this in the new model to avoid the implication of micromanagement by the city.

We feel that the model guides what these districts can do.

We would however still expect many of the noncompliant requests, larger bond capacity for example, to provide justification as part of their specific service plan request at council.

I'll use the Windler Homestead that came forward in 2021 as an example, they were requesting quite a bit of additional bond capacity for debt and bonding ability for larger regional infrastructure, and they were able to provide that engineer's estimate cost.

So, our thoughts were that maybe some of the smaller more infill-oriented districts maybe didn't need to do this so we're kind of questioning adding that one, wanted to get your feedback on that, and I'll just quickly go through three other bullets here.

Additionally, a revised notice of special district disclosures, it is a requirement that any homeowner receive disclosure of the details of the district they're buying into.

This disclosure informs the homeowner that they are purchasing a home that is located within a specific district and that the district has the authority to issue bonds and other debt to pay for development improvements as well as ongoing operations and maintenance.

We feel that our current disclosure form could be further clarified for ease of understanding and transparency, so we're trying to kind of boil that down a little bit.

It's currently five or six pages and we're looking at kind of a two-page transparency notice that we're looking at some other jurisdiction precedence on that one.

So that would be one that we would like to move forward on.

We would also like to remove, this was a change that was included in those 2020 updates, we'd like to remove the operations and maintenance mill levy cap that was proposed last year.

After further analysis and some discussions that we've seen this year with council and some of the issues that we're having with transportation funding, we've opted to just remove the cap and keep the language as it currently exists in our model, we don't want to limit the ability of districts to have the capacity for maintenance.

And again, to clarify, that proposal is just to keep our current model language.

And then the other one, kind of a larger policy discussion, option for increased ARI mill levy.

So, we've begun to see requests for initiating the increased ARI mill levy, currently it starts at 1 to 1.5 mills depending on if it's residential or commercial.

That goes for 20 years then five mills initiates in year 21 through 40 and this is particularly impactful for large mass land projects in that 470 corridor with regional infrastructure. So, we've seen some recent examples, Windler again where they've requested if they're part of that ARI and doing regional structure that they'd like those five mills to start initially and have that start right off the bat.

And so, we were trying to craft some language in terms of maybe just giving districts the option of starting that initially at the five and I know that we're aware of recent proposals by public works for transportation impact fee which may solve this ARI issue altogether.

I believe victor's on here to talk if we have any questions or we want to discuss that topic.

But those are kind of the four big picture policy items in addition to the red lines in the plan, so we are here for questions.

Curtis Gardner: Council member Gruber, questions?

Dave Gruber: I appreciate the changes that have been made. The concerns that I have, ARI obviously, I think we're going to go into that in a little bit, changing the ability to have the operation and maintenance mill levy tied.

Just like we wouldn't limit a homeowner association, I think it's prudent for the voters within the metro district itself to determine both what services they want, as well as how much they're going to pay for those services.

That shouldn't be a city discussion, that should be their discussion, so I support that.

There's an element within the service plan that talked about elections and identifying the candidates for the election.

That's a slippery slope that we need to be very careful about within the service plan.

You know we have in there a requirement for our website which is a very good requirement, the requirement identifies things like budgets and officers and metro board members and things like that which I think is very good, but when it comes to the election I think there is list the names of the candidates that have informed the metro district that they intend to run.

I don't think it's appropriate for the metro district website to list the bios of candidates or things like that because the metro district has no way to validate the information is provided by the candidate and there's enough search engines and other capabilities that people would have to identify and track down the candidates and find out what they have to say in their public media.

So I think that we should be very careful in doing anything in support of the election other than saying that there will be an election on this date, this is how you vote, these are the registered candidates, period, and not provide a forum for the registered candidates to advertise their information.

Because we do that again, now we're mixing the needs of the metro district as a government entity with the political need of the candidates to identify themselves.

So now let's go back to the ARI.

Council Member Gardner, would you like to kick that discussion off or do you want me to kick it off?

Curtis Gardner: No, go ahead. You're fine.

Dave Gruber: Okay.

So, within the ARI the problem that we have and the reason that we couldn't get a second when it came up to council was because of the 45 mill limit, or the 45 mill requirement that kicks in at the 40 year point.

If you had moved into a neighborhood, you know an older neighborhood, a 30-35 year old neighborhood and then five years later to get hit with a 45 mill tax increase, that would be a huge shock especially since that after 40 years everything around that neighborhood would have been built out already.

So now you're looking why am I paying so much money for roads that were put in years ago and I had nothing to do with those roads, I had no say in those roads, and yet I'm paying for it. The second part of the tail end 45 percent, or 45 mill levy that's applied, if you are a metro district or if you're an ARI or an ARTA or any type of road making authority, having the money 40 years in arrears as opposed to sometime at the beginning of the project status, is a very expensive proposition.

The money that comes that late can't be bonded. If you bond that money 40 years previously or say like south aurora regional improvement

Authority (SARIA) is going right now, ten years after the existence of the authority, they're bonding money and the money is not going to come for 30 years after that.

They're paying interest on those bonds for 30 years before the money comes that pays those bonds off.

So not only is the road expensive, or the road improvements expensive that they intend to build, but the money coming that late means that they're paying interest on those road improvements for many, many years before they're actually able to pay back.

So that kicks off a discussion about the transportation impact fee and the net present value of a transportation impact fee on a new house versus the net present value of a 45 mill levy that comes at the end.

So, I think this is going to be a council discussion, it's going to be something that would go up to study session, but I would see the transportation impact fee replacing ARI as opposed to augmenting ARI.

And there is the idea then of the transportation impact fee. And this is the problem I have with the transportation impact fee because I think that some of that should be banked for either the city or the road authority to make decisions ten years after the fact.

Again, looking at what SARIA is doing, looking at what ARTA is doing with aerotropolis, they're going back to SARIA.

You know the improvements that they're making at gun club, the improvements that they're making with the Gartrell bridge, the aurora parkway extension, the aurora parkway bridge over e-470, those discussions kicked off long after the neighborhoods were established.

So, my concern about the transportation impact fee is if it goes into the pot right at the beginning and then ten years later, they say you know what we really need to widen this bridge. The

money may have already been spent and there was no way to analyze it.

So today's not the day to solve the problem, but I think today's the day to kick off the discussion first off to replace the ARI with the transportation impact fee, and then the second part is to analyze how the transportation impact fee first off will be saved and then applied to area improvements as time goes on.

Curtis, that's all I have.

Curtis Gardner: Jacob, any thoughts or comments or...?

Jacob cox: yeah, I understand.

Thanks, council member, for those comments, I understand where you're going with that one.

Yeah again, I think that's a larger policy discussion around this transportation fee.

Victor, are you there?

Do you want to maybe jump in and respond to that in particular based on where you're at?

Victor Rachael: yeah, thanks Jacob, and thank you, Council member Gruber.

That's great feedback and that is one of the things we had kind of touched on at the previous presentation was the impact fee, how it relates to the ARI, and some options there.

Based on our last presentation at study session and the feedback from council, we're currently regrouping and certainly will take a deep dive based on today's feedback and include that in the next round of information brought forward as we continue to engage public and city council here on the impact fee.

Jacob cox: thanks, victor.

Council members, just curious about maybe how we address this in our current model, would the proposal from council today be to just maybe leave the language as it exists in our current model because this is a broader issue we're discussing in the coming months?

Regarding the ARI with the phase in and allow districts to move forward.

Because part of the issue here is we've got spring elections coming up that will be in front of council and in the February time frame. So, I don't know that we'll solve this issue before then but obviously we'll be talking about in the coming months. So, I'm kind of wondering if we just leave the current language as it exists today.

Curtis Gardner: Council member Gruber, I don't know if you want to say anything.

My preference would be, I think, to leave it as it is today.

And I mean obviously that conversation's going to be part of what the new council has and this new committee what it looks like next year, but I think we need to solve that problem and I'm not comfortable recommending any changes before we figure out the dynamic between the two and how they're going to work together, or not work together if one's going to replace the other.

Because I think that's a pretty significant question that we have to answer because the potential for the tax increase is pretty significant.

Jacob Cox: yeah.

Dave Gruber: council member Gardner, I agree with you but again, the problem with moving the service plan forward is that I don't think it would get a second.

Same problem we had before because of the 45 mills, so I think you're going to have to start up the discussion about the impact fee, transportation impact fee versus ARI sooner rather than later, and then follow with the updated service plan.

Jacob Cox: okay.

Curtis Gardner: Jacob, does that give you enough to go off of?

Jacob Cox: I think we could certainly be working with public works on building some language around it, I think ultimately probably what we're going to be faced with knowing these

elections are on the horizon will probably be taking the current model, which is our last iteration of the model, through as the new service plan for any districts that come forward in the next month.

These outside attorneys are asking us to go to council in December on those, obviously we're not going to clean that up until then.

So, I think you're right, Council member Gruber, that this might not move forward based on the 45 mills but again, that does exist in our current model.

So that's my only concern there.

Dave Gruber: So, what I would recommend, Council member Gardner, if I may.

Curtis Gardner: go ahead.

Dave Gruber: So, what I would recommend is that don't change any of the language on the ARI in the updated model.

So if you take all of the ARI discussion up there, put a caveat to be determined, and then bring the other changes because I think your other changes are solid, especially those involving Gallagher and some of the other things that are going on within the city.

The voting, the updating the service plan in response to new law at the state level, I think that's very important.

So my recommendation, given what you just said and how that's going to work out, I would take out everything about the ARI, all the changes on the ARI, leave those as they are, bring the service plan with all of the other changes with that modification I talked about on the political side for the elections of candidates, bring that to council, get a vote on that, and then address the transportation impact fee versus ARI, and then modify the service plan again.

I'd let the home builders, let everybody know that this is being worked on. That would be my approach to moving this forward.

Curtis Gardner: So, I do have a couple of other questions, Jacob if that's okay.

Jacob Cox: yeah, of course.

Curtis Gardner: And I do just kind of want to second what Council member Gruber said about the candidate information on the website. I mean that to me would be akin to the City of Aurora putting city council candidate bios on our website which I don't believe we do and if we did, we shouldn't.

But I think that's more of a political conversation and not really the proper role of the metro district other than just to list the candidates.

So, I want to just mention that I agree with that but the other one was on the financial plan, the agreed upon procedures, auditor exam or however it's worded.

Can you tell me a little bit more about what that would look like?

Just where I'm coming from is on that because obviously what it says in here it's once it's a resident controlled board and just curious what that would look like and what, I guess, expertise the residents would have to procure that and also take any changes or recommendations that came from something like that type of exam and implement those changes, how that would look.

Jacob Cox: and you're referring to section seven under the financial plan?

Curtis Gardner: Letter L, yes.

Jacob Cox: Letter L, let me pull that up.

Jacob Cox: So, I believe we were adding to the definitions -- Bryan Rulla, are you there?

Can you assist with this question?

Bryan Rulla: certainly, Council member Gardner.

This provision was added in response to some specific council member feedback that we had received when we did the updates for the 2020 version of this, and that's the language that you see here.

That feedback came out of a desire for new board members to have an opportunity to examine the books, if you will, of the board as they are coming on to that new role that they would be assuming, and we discussed this at great length internally trying to find an appropriate sort of examination that would be flexible and being aware of course that many times by the time a board has turned over the residents, the debt's already been issued meaning there would already be a regular financial audit of the district's books and records.

So in agreed upon procedures, examination is a term within the accounting industry and basically what it means is a professional, a CPA, would come in and perform a series of procedures at the discretion of the client and that could be as broad or as narrow as the client would wish.

And so, the intent here is to try to find an appropriate balance where in the district is not being burdened with incurring a lot of additional expense and cost if the oncoming board members are comfortable with what they see.

However if there is something that is of interest to those oncoming board members, this affords them that opportunity to say we would like to you to look at the cash controls or accounts payable or whatever it is and to find those procedures

and have a report back to them that would address those specific concerns.

Curtis Gardner: Okay. I think the wording is fine and I just want to make sure that we're leaving it general enough to where we're not micromanaging that process on behalf of the metro district and making sure that they have the latitude that they need to do what they're comfortable with without the city being overburdensome, I guess so.

Dave Gruber: Council member, may I talk about that a little bit?

Curtis Gardner: Yes, go ahead, please.

Dave Gruber: because I pushed for this a lot when I had been the vice director of a metro district prior to being elected and one of the major concerns that I heard from the people within the metro district was how do we make sure that the debts incurred by the metro district when it was owned by the developer and the developer's friends, that the debts were legitimate, that the bids were legitimate, that things were all done on the up and up?

Because now that the community owns the positions, or the community's been elected onto the metro district, we're paying a debt and we have no idea whether it's a legitimate debt.

So the verbiage we were talking about in this section wasn't so much to have the city demand that this was done, but it was more of the idea was to make a recommendation that once the homeowners become the majority of the board, that the homeowners are encouraged, and maybe that's the best word, maybe they're encouraged to go back and look at the debts to ensure that they were their debts, to ensure that they followed GAAP, the general accepted accounting principles, and that everything was on the up and up.

Because once the board of directors, the homeowner board of directors, have that information, then they can deal with any challenge that comes up for the entire length of the metro district.

So what I was looking for when I was talking about this wasn't a mandatory thou shalt, it was you are encouraged to, and then, oh by the way if you choose not to, ten years from now when your people are coming in saying well why do we have this big debt? The answer is your board of directors, when the homeowners took control of the board of directors, they chose not to.

So, either they, for whatever reason, whether they had confidence in it or whatever reason, but they chose not to and now it's not on the developer anymore, it's on the homeowner

board of directors who were given that opportunity and chose not to execute.

Curtis Gardner: Okay, I appreciate that context.

So, I guess that being said then, where are you at on how it's written?

Dave Gruber: I'm good with it.

Again, I think it does do that, it does encourage the board to take those steps if they feel they're necessary, but it's up there.

And again, if anybody comes back to the city and said city you allowed them to do this, why aren't you in charge of it?

Well it goes back to the other part about the metro district is a form of government that's under Colorado statute that's equal to the city.

Although the city gives a charter, the metro district itself is a legitimate form of government that's a peer to the city.

So, if the city was to engage in anything more prescriptive, thou shalt, then the city could be held responsible.

You said thou shalt, you didn't enforce the thou shalt, so now that we found out that there's a problem, city, the problem is your fault.

And that's what we wanted to stay away from to say you metro district, you're a legitimate form of government under the state

of Colorado, we are giving you advice but you are a form of government and your form of government has to deal with the issues that you're involved with.

And then it gets into a question of the board of directors, they can say well I have no training, I have nothing, you know how was I supposed to know this?

Well it is your responsibility to hire professional staff and it is the responsibility of that staff to advise you and again, that's something the city can't be involved in because you are your own government.

So, I am good with what the city put forward.

Curtis Gardner: Okay.

Jacob Cox: Council member Gardner, just based on that feedback from Council member Gruber, should we remove in that first sentence there the district shall have engaged and just change that to the district is encouraged to engage the services of a certified public accountant?

Would that keep it at the kind of generalities that you're seeking here?

Curtis Gardner: yeah, you're right.

I think that as opposed to the shall, you know is encouraged, I think that that's fine.

Jacob Cox: okay.

I'll make that change.

Curtis Gardner: That is all of my questions.

So, do we have a path forward then Jacob?

Jacob Cox: yeah, this is great, this is good feedback.

We will make those changes, we'll look at that election section again, we're going to leave the ARI sections alone and clean things up per the state law changes as we discussed here today. And then are you okay with particularly the modifying that notice of disclosure to homeowners to add some clarity and transparency?

Dave Gruber: Council member, I remember when Vinessa was in the office, Vinessa and I had gone to the realtor associations and talked to them about how can we make it more clear to the homeowners that they're buying into a metro district and that the metro district has a mill levy.

Again, that's something that, you know other than using all caps and we even talked about using different color paper which becomes really difficult when you're trying to make copies and things like that.

But I think having anything we can do to further disclose and to further let homeowners and potential homeowners know that they're buying into metro district is good for them, good for the metro district, and good for the city.

Curtis Gardner: yeah, I agree.

Jacob Cox: okay, that's definitely the idea behind it.

Well we really appreciate the feedback here today; this is a good discussion.

Thank you.

Curtis Gardner: all right, appreciate the presentation, thank you.

Jacob Cox: have a good thanksgiving, enjoy Hawaii there, Council member Gruber.

Dave Gruber: I'll try.

USE AGREEMENT WITH UNIVERSITY OF COLORADO

Curtis Gardner: Elly Watson is up next.

Elly Watson: Thank you, Council member Gardner.

Good afternoon, I am Elly Watson, business services manager for Public Works.

I'm here this afternoon with Hector Reynoso who's the manager of real property for this city as well as Michelle Gardner who's our senior assistant city attorney for public works.

Also joined by Neil Krauss, he's the assistant vice chancellor of initiative and community engagement at the university of Colorado and Gabriela Jacobo who is with the community connector program at cu.

We're here today with the use agreement that's in your packet, this is at the Martin Luther King library building for use of city owned office space by cu's community connector program. Our relationship with cu began back in 2014 as part of the community partnership for health in the aurora strong center that operated in the lower level of Hoffman heights. That center in the program has since closed their doors but Gabriela has continued her community work through the community connector program. That's now housed in the office of diversity, equity, inclusion, and community and engagement at cu. So when the team reached out to us from cu to update the existing agreement we have for the use of the office space, we decided to do a new agreement and bring that forward to council because since that time of the original agreement, council has approved the use of city owned office space policy. We're also using this agreement to relocate the office space out of Hoffman heights and over to the MLK library. This will allow Hoffman heights some more flexibility in their library programming and will also allow cu to stay within their target area. So, the use agreement allows for use of an office on the second floor of the MLK service center building.

The second floor is currently unoccupied, it's been identified for some future expansion of MLK library programming, so having this program, using the office space on the second floor is compatible with that future vision having the community connector program as a resource for residents within a library is aligned with that future use.

So, if there are no questions for me or city staff, I'll turn it over to Neil Krauss with cu to give a little more information about the program itself.

Curtis Gardner: All right.

Council member Gruber, any questions so far?

Dave Gruber: None, thank you.

Curtis Gardner: Go ahead, please.

Thank you.

Neil Krauss: thank you, Councilman Gardner, and hello Councilman Gruber.

On behalf of the chancellor I want to thank you for inviting me and my colleague Gabriela Jacobo here today.

I'm the assistant vice chancellor for initiatives and community engagement at CU Anschutz and Gabriela is director of our community connector program.

I'm within the office of diversity, equity, inclusion, and community engagement.

Because I've been in there awhile, Elly, I can say it fast now. The community connector program really is the cornerstone of our community engagement effort as the campus.

We take our role as an anchor institution very seriously and Gabriela has been in this position for seven years I believe and really has worked closely with many residents of north aurora, and she can talk a little bit more specifically about what the program does.

But the most important thing I think from our perspective is that it's really helped bridge a gap between the university and the community and we look forward to working closer as we develop the el alba catering initiative and as we work with the resident leadership council, which she's going to talk about too, add value through increasing their knowledge of advocacy and their knowledge of entrepreneurship.

And we work closely with the aurora economic development council to help connect the university expertise with people in the community who have said that they want expertise in particular areas.

So, as Elly said, what we're looking to do is to renew this lease so we can lease out 165 square feet of the MLK library. So, Gabriela, why don't you talk a little bit about the community connector program.

Gabriela Jacobo: thank you, Neil and thank you, council members Gardner, Gruber, and everybody here for the space for us to present our community engagement work.

Like Neil Krauss mentioned, we are working directly with community members, the opportunity of having a space in the community is that you all are very familiar with the Anschutz Medical Campus and for us to step into the community and listen and build that relationship is extremely important for the university.

We have done that for seven years and we have two meeting community groups, one the resident district council, and el alba cooperative.

El Alba cooperative is actually supported, and we work along with city of aurora small business development center.

With the resident leadership council we have conducted what we call connection campaigns back starting in the fall of 2014, and our second one in 2017.

Both reaching out to over 700 residents where we listen to their aspirations, their hopes, and we invite them to come to the table and have a conversation.

Examples of that has been us advocating for parents in aurora public schools for them to have a seat at the table, providing public testimony for those students and the actions, some of

which are the schools in the innovation program from aurora public schools.

And like Neil mentioned, el alba cooperative supporting having a collection campaign with small business in north aurora and developing El Alba cooperative which is supporting small business owners, not only in the resources for education and tools, but also introducing them and promoting by local with institutions on campus.

So as you can see with the work that we do with community engagement, being in the community is crucial and we thank the city of aurora for providing us that space in Hoffman for the past six and a half years and we're hoping that we can continue to have that space so we can continue to build that relationship with our families in aurora.

And of course, if you have any questions, we'll be more than happy to answer.

Curtis Gardner: Council member Gruber, any questions on your end?

Dave Gruber: well yes, I do have one.

So, this won't be a resolution or an ordinance, will the committee make the decision, or we'll still have to go to study session?

Elly Watson: It will go to study session.

The policy has a go to study session with the mf committee recommendation and then it will go to regular council meeting with a resolution, I believe.

Michelle, correct me if I'm wrong.

Michelle Gardner: you're correct.

Dave Gruber: thank you.

Curtis Gardner: okay.

All right.

Thank you very much for the presentation, appreciate you both being here and thank you Elly.

Elly Watson: thank you.

Gabriela Jacobo: thank you, thank you for the space.

Michelle Gardner: thank you.

Curtis Gardner: all right, so next...

Dave Gruber: So, council member, just as an aside, I approve moving this forward so that that goes in the minutes.

Curtis Gardner: okay, yeah, I do as well.

2021 RECAP

Next we have, we asked Terri to put together a recap of just kind of what we've done this year and I know Terri's not here but this comment, just look like we got through quite a bit and...

Teresa Sedmak: I can address that.

Curtis Gardner: Okay, go ahead, please.

Teresa Sedmak: So as Council member Gardner stated, Terri is not able to attend today's meeting so she asked me to provide a recap of the business which came before M&F in 2021 and the summary of that was provided in your packets and you can see it's quite a lot that went through M&F this year.

I'm not going to go over the list in detail but I will touch on a few highlights and then if anyone wants a deeper dive we have folks on the call who can answer detailed questions.

So, first as you can see from the information, Greg summarized sales tax results at each meeting and aurora was fortunate in that it's sales tax outperformed expectations throughout the year, so that was that was great news.

Budget items, supplementals, and results were also frequently discussed.

In addition to sales tax report and budget, the committee received updates from audit on their activities and findings, investment performance, and the city's debt portfolio.

Contracts were renewed for banking with Wells Fargo and investment advisory services with insight investment each for five-year terms.

The city's investment policy and debt policy were both updated from prior versions that were updated in 2016 and 2017, so those are both up to date now.

We did significant financing activity in 2021, we did the 2021 water and sewer financings those are approximately 172 million related to the seam project, we also did a partial tax for refunding of the 2016 water bonds for present value savings, present value savings, that are proximately \$32 million or \$1.7 million annual cash savings to the water system through the year 2026.

And then just last week we closed on a heavy fleet financing of approximately \$8 million for a term of seven years and the rate of 1.064%, so that was a very successful transaction as well.

Tax and license, as you'll see under summary, introduced ordinances related to alcohol beverage, alcohol beverage festival permits, they repealed requirement for stable licenses and updated short term rental regulations, those were all approved through the regular council process.

So, as you can see 2021 was a busy and productive year and we're aiming to continue that streak into the new year.

All the detailed information is in your packet, but I'm happy to answer or redirect any questions you may have on that information.

Curtis Gardner: Council member Gruber, any comments or feedback or anything?

Dave Gruber: I'll talk more at the end of the meeting but I'm incredibly proud of what the city has done, and I want to emphasize that the city's work in maintaining our credit rating with Moody's and the other evaluation companies have been so important and that's what's driven the rates, a one percent loan on the fleet management, that's incredible.

But the fact that the city has been working so hard to keep our rates low and to keep our evaluations at the highest level is crucial and you've done a great job, thank you.

I'll talk more but just thank you.

Curtis Gardner: I certainly agree.

So, thank you Terri or Teresa or whoever put that summary together, that recap together.

It's always just nice to kind of look back and sometimes as we go through these meetings every month it's sometimes hard to remember all that we are actually able to get accomplished.

So just good job to everybody and really appreciate it, so thank you.

Teresa Sedmak: thank you and happy thanksgiving.

Curtis Gardner: yeah, you too.

2022 APPROVED ANNUAL AUDIT PLAN

Let's see, Wayne, ready for your presentation?

Wayne Sommer: thank you, Council member Gardner.

We're here in November to present to you the 2022 approved annual audit plan.

It is customary for us to bring this plan to the audit committee for their review and affirmation prior to us implementing the plan in 2022.

It gives you also the opportunity to make comments on any specific engagements that we note and also to recommend anything that you believe may be missing.

I'd like to start off first by just giving you the state of internal audit.

We are a fully staffed team that includes myself as the manager with three staff members who are on the call today.

Those include Michelle Crawford, the senior auditor and police internal auditor, Sheree Vanburen, the staff auditor, and Laiba Saqib, a staff auditor as well.

We wanted to thank you for the increase in professional development funds that was approved in the 2022 budget, this is going to allow our staff to obtain some new competencies and to

deepen some existing ones and we very much appreciate it, so thank you for that.

And for 2021 lastly, we are all on track to reach our required professional development hours for the year.

As we look into the plan in conformity with professional standards, we use a risk based approach to developing our annual audit plan.

We assess risk annually during the summer and then we plan our proposed engagements for the upcoming year based on the results of that assessment and our professional judgment, and we also consider our available staff resources.

We consider entry year requests for additional engagements, and we weigh those requests in the context of risk, our existing audit plan, and our available staff resources.

We will on occasion cancel or defer a previous planned engagement if we believe the risk no longer warrants pursuing it.

Every year during our annual December retreat, we consider our practices looking for ways to incrementally improve our work given our resources.

In 2022 we will reconsider our risk assessment approach with a view toward developing a more dynamic rolling risk evaluation process that allows for more timely risk decisions.

Our aim is to have a new approach in place for the development of our 2023 annual audit plan.

In the 2022 plan, specifically pages 101 through 102 highlight risk areas for which we may not have an engagement but to which we will be paying attention in 2022.

These include cybersecurity, an ongoing topic of interest for us, we meet quarterly with Tim McCain, the chief information security officer (CISO), to discuss matters related to this topic.

Security and safety, we have staff members on our team who participate in the committees related to these topical areas and we also meet quarterly with the risk management team to discuss matters of concern within these areas.

Diversity, equity, and inclusion (DEI), in 2021 we worked with the DEI team to add questions on the topic to our culture surveys and Sheree Vanburen is our equity champion on the DEI team.

Regarding mandatory training, we've had discussions with our training officer regarding topic areas which we believe should be addressed through regular staff training and we've specifically recommended adding fraud awareness training and promotion of the city's hot line ethical advocate.

And lastly, grant administration and management, finance has been very responsive to the recommendations from our last engagement on this topic and we keep abreast of changes that they're making in their capabilities regarding grants.

The graphic on page 104 highlights our audit plan for 2022.

Pages 105 through 109 provide more detailed description of these engagements including preliminary audit objectives.

We have audit steps that we include throughout our engagement plans that require us to reconsider the audit objectives as well as any adjustments to the audit scope based on new information that may turn up during work performed on most particular milestones.

If these changes are sufficiently substantial, we will inform the city manager and the audit committee.

Specifically, for 2022, in quarter one we'll work to complete any active carry forward engagements from the previous year or either decide to defer or cancel them.

We have three recurring engagements, APD property and evidence for commission on accreditation of law enforcement agencies (CALEA) accreditation, this is to ensure that the chain of custody remains unbroken, we conduct this audit annually at the beginning of the year.

This year we added the city council operating expense monitoring as requested by this committee and I'll provide an update on the current status of that engagement for 2021 at the end of my presentation.

We also have been performing purchasing card monitoring.

This was an experiment in 2021 to try to use data analytics to expand our capabilities given the number of staff auditors that we have.

We have had moderate success with this, it's turned out to be more labor intensive than I had hoped only because much of our approval process is manual instead of occurring within the system.

So, this makes it a bit more difficult to use data analytics tools to conduct test work on that, we have to revert back to obtaining pdfs of hard copy information and order conduct test work.

So we're going to reconsider that as we get into 2022 to see if we can come up with a better way of doing that or whether we need to wait until the new ERP system is fully implemented to see if there are capabilities that will allow us to do that more quickly.

We also are planning on conducting in q1 an information technology operational assessment.

It's been awhile since we've done anything in it and given the dynamics of the last two years and the change in leadership that took place when Aleta left, we decided to perform a high level operational assessment in 2022 looking at such items such a structure and governance, service desk operations, hardware management, the adequacy of recovery planning.

And our assessments may give rise to future, more detailed topical engagements, that's something that we'll see as we get into it, but we also expect this engagement to consume most of our resources in the first quarter just due to the size of the it department and their operations.

In the second quarter we'll look at asset management, we'll do an asset management review looking at the processes and the controls related to management and maintenance of city assets. This includes vehicles, except for those which are currently on a replacement program, buildings and other capital assets.

This has been an expressed topic of concern for many departments and so this year we decided that we we're going to put that into our audit plan.

We're going to look at the development assistance process through an engagement that will involve mostly process mapping and process evaluation, looking at efficiency and effectiveness of that process.

We also will do some culture surveys in this quarter.

Now department's culture can set the tone for how well the department functions.

We have a culture survey that we've developed in house that we deploy either as part of a standard audit engagement or as a standalone procedure.

Deploying the survey doesn't mean that there's necessarily a problem in a particular department, we use it as a diagnostic tool to make sure there isn't something that needs to be addressed further.

Now originally when we developed this plan, we planned on doing these as standalone surveys to these departments, to public works, to pros, and to library and cultural services, and this was based on comments that came to us through our risk survey.

Now we may still conduct those surveys that way, we're also considering the possibility of modifying our culture survey tools so that it's not as time-consuming as the full-size tool and doing an entire citywide survey that would allow us to establish a baseline for all our departments.

Given that all that's occurred over the last two years there may be value in this approach, we'll discuss this at our December retreat and then have further discussions with city management

and HR and we'll let you know if there are any changes to how we plan on conducting those engagements.

We'll also begin at the end of q2, our internal audit risk assessment process review.

We have some ideas that we've already cobbled together but we want to sit down and look at them in a more disciplined fashion in order to decide what our next steps will be because we begin that process in quarter three, that's when we start our audit plan development.

In quarter three we're also going to be performing an after action system implementation review in the city clerk's office of the new records management system.

We want to determine whether or not the project was a success according to the objectives that they initially have from meeting that, and we consider this important because of the risk related to failing to meet quarter requirements.

Quarter four is usually the quarter where we don't start a new engagement unless we clearly have the resources to do so.

We focus on completing our risk assessment for the upcoming year and we also try to make continued progress on any active engagements that we have from the previous quarters to closeout as many as possible for the year end.

Now this is a very full audit plan and despite only having a shop of two auditors for the general audit plan, we still plan aggressively, and we massage the plan as we go.

We know we can't complete every engagement in a given year, we know we're not staffed for that, we also expect that other engagements are going to be proposed during the year that we're going to have to make tradeoffs.

But that's okay because each of our engagements is unique, we don't try to keep to a hard and fast schedule, many audit shops have time budgets that they stick within because many of their engagements are repetitive and so they have previous years history on how much it takes to do a particular engagement.

For us these are all unique and we focus on providing a high quality value adding product as rapidly as possible.

To that end, we have multiple engagements that are in process simultaneously.

Now before allowing Michelle Crawford to talk about the police audit plan, I'll be happy to entertain any questions on the general audit plan proposed for 2022.

Curtis Gardner: Council member Gruber, questions?

Dave Gruber: I think I'll wait until the entire presentation's over.

Curtis Gardner: all right.

Please, go ahead, Michelle.

Michelle Crawford: all right, thank you.

So additionally, in the documentation you obtain is the police audit plan for 2022.

Little bit of information about that, the risk assessment that I use this year builds off of our typical internal audit risk assessment but included additional police focused in related areas.

In that documentation you'll see a risk observation section where I've identified some additional areas of risk.

While I won't be addressing those, it's important for management to note those.

A lot of those areas were similar to what was in the 21 cp and the attorney general's reports.

I've included in there some of the steps that are being taken that I'm aware of, and I'll continue to keep abreast of those items.

For your awareness, the crisis response team engagement is currently in progress and will be going into 2022.

There are four planned engagements for 2022, body worn camera follow up, impound lot operations, the carry forward engagement from canine part two, and then promotions, assignments, and selections.

And so as of right now I've not put those into a time frame, I'm seeking some guidance from the community, with the community response team, key community response team (KCRT), in prioritizing those engagements for me.

So as of this morning I had 43 responses for their prioritization and hopefully by the end of next week I'll have an idea of what they see as the highest priority for those engagements to start once I complete the crisis response team engagement.

And that's kind of a really high level overview for the 2022 police audit plan.

Curtis Gardner: Council member Gruber, questions?

Dave Gruber: Well first off, I appreciate Wayne what you and your shop do, Michelle what you do, it's very important for the city to monitor itself and I think you're doing a great job doing that.

Having said that, we had a discussion at the public safety commission where we were talking about -- or the public safety committee where we were talking about the impact of the diverse IT systems that we have within the city and it highlights the, first off two things, one, the management and finance point of view that highlights the fact that management and finance needs to continue to work with the CIO, the chief information officer,

and the chief information security officer (CISO) to ensure that the city is adequately protected.

And that means that the role of the CIO and rolled the CISO over the city has to be all encompassing as opposed to only encompassing one part or the other.

But the other area that I think Wayne your shop can do, and you mentioned it briefly, is to take a look at those risks working with the CISO but looking at them citywide.

Identifying what areas that we were vulnerable, how vulnerable we are, and then an assessment as to the impact of that risk being exploited by a hacker or some sort or by another entity of some sort and how that's going to affect the city.

What I suspect is going to happen is that you're going to identify things just like we did when we did the security vulnerability, the physical security vulnerability, of the city that are going to have to be briefed to council in executive session.

However, there's another part that I think that can be discussed at study session where you identify the general trends and then the city based on the input, or based on the results of your study Wayne, will then make changes across the city or make recommendations to council across the city.

Again, I think that one of the areas that council, that we really haven't addressed as a council is the responsibility of our board overseeing the CIO and the CISO because of the fact that we have different city employees that work only for council and there are people are only under council's control.

So, the integration, the identification of the seams and the threats between those organizations can only be addressed at the council level.

So where I'm going with all of this is that Wayne, I would like you to prioritize at a pretty high level the identification of the seams that we have between the city and between those directory ports to city council and, sooner rather than later, come back, identify what those vulnerabilities are, and then in study session identify recommendations so that council can take steps to mitigate those risks.

Wayne Sommer: we can do that.

We'd be happy to do that.

Dave Gruber: thank you.

Curtis Gardner: So, a couple of questions from me, one I guess since we're talking about the 2022 plan, can you provide a little bit more information on, it's a city wide risk assessment, so is that really just a planning process for 2023? I guess what does that look like?

Do we have kind of an enterprise wide risk assessment policy and matrix that this are what our risks are and how we're mitigating those risks and how that all works together between each department?

Does each department do that themselves?

Can you talk a little bit more about that?

Wayne Sommer: that's an excellent question.

We did chat about that I think in a previous meeting, we do not have a citywide matrix.

That is something we would love to get to as an internal audit department and something we've been working toward for years now.

What we currently do is we conduct a citywide survey with a risk assessment questionnaire that we've developed that covers a number of different areas, tone at the top, security safety, fraud, any number of different items, we use the results of that to determine which departments that might benefit from a more personal conversation around some of the results and we use the combination of the survey results and any conversations that we've had to develop our audit plan.

What we're looking at in general for the coming year is something a bit more dynamic, we would scale back our survey because right now it takes about 45 minutes for an individual to

complete that survey and that's a lot of time to spend on a survey, so we want to look at those questions.

Second, we want to develop some, what we'll call, more small group conversations with department's staff, we will discuss different types of questions related to risk in the city and use that information as real time intelligence to determine what we need to be looking at.

But we wouldn't just do that one time a year, we would look at breaking that up perhaps quarterly involving different departments, different staff, so that we can get our fingers on the pulse of any emerging risk area that we say, hey this needs an engagement, we can't wait until the coming year.

Let's weigh this against what we currently have in the audit plan and determine whether or not we need to make some substitutions.

In that case, we would be sure to be coming back to the audit committee to inform them of our changes as well as we would be discussing that with the city manager.

This allows us to be a bit more agile in our approach. A bit more nimble also as we look at risk across the city.

As I mentioned we have one police auditor, we have two staff auditors, we try to cover a whole lot of ground with just a few number of very qualified auditors.

So, it is a bit of a challenge so anything that we can do to improve our risk assessment process helps us allocate our resources more precisely.

Curtis Gardner: Okay.

Yeah, I'm glad to hear that that's the direction we're moving in because I think that's important.

Like you said, that's an ongoing exercise, I guess.

I mean anytime the city is talking about a new process, a new procedure, a new program, any of those types of things, that really should be run through a risk assessment and find out what impacts it might have on other parts of the city.

So that's really important and you know it's not going away, right?

I mean that's the name of the game anymore is identifying our risk and then really documenting how we're mitigating that risk. So I'm glad to hear that at least that's the direction we're moving in because it's important.

So I guess looking backwards a little bit, wanted to ask a couple questions.

So first is on the audit of the council operating expenses, I thought we were going to have a presentation today on that and so just kind of wanted to see where that's at or what the status

is or if it's completed, if it could be put in its kind of addendum to this packet or what's the status on that one?

Wayne Sommer: I have a status report for you on that one.

We've set a target date to present the 2021 report on this engagement to the committee at the January 2022 meeting.

For the first year within the scope that we had agreed to in the first year, our plan was to examine all the expenses that were incurred between January 1 and November 30 of 2021.

Now so far, we've completed through July and we're now working on August through October.

November's expense information won't be available until sometime in December, so as soon as it's available we'll pull our samples, we'll do our test work, and we'll have that report ready for the January 2022 meeting.

There was also an original expectation that we would do a look back on expenses as far as there were records available.

We've encountered some challenges this year which I will talk about in just a second.

That's not going to be included in the first year engagement, but we will do that look back during our 2022 work and we will have that included in the report of activity in 2022.

Some of the challenges that we faced specifically on getting this off the ground were mostly related to timing.

We anticipated assigning this engagement to the auditor that we would hire to backfill Michelle's move to the police position which occurred in January.

We confirmed the scope in the engagement objectives with you in late February, we hired our new auditor and onboarded her on march 22nd, but unfortunately due to difficulties that everyone's experiencing in getting technology items, we were unable to obtain her technology despite its best efforts until may.

This already put us working from behind.

She was using a loaner laptop, but it just didn't have the horsepower to do the things that we needed to do with our audit software.

So she's now been squared away by it, we've been playing catch up, but we're now at the point where we're starting to get ahead.

We're going to begin work on this engagement earlier next year, we'll do some rolling test work which is what we originally had hoped to do but got a late start on that.

So we'll do rolling test work throughout the year so by the time we get to the end of the year we can wrap this up more quickly and more readily.

So, in 2022 we'll begin having twelve full months of expenses.

The first report for 2021 is only going to have January through November, but for future reports we'll have December through November.

So, we'll have 12 full months expenses going forward and our target will continue to be to have that report prepared by the following January of that year and for those expenses.

So, if we think that's a schedule, we can keep on we learned a lot in doing this particular engagement this year, and we'll be applying those lessons in 2022.

Curtis Gardner: okay.

I appreciate that, I look forward to seeing the results in January.

And then my other question was on, and I don't remember if this was a city audit activity or if it was a police audit activity, but our responses to both CORA and CCJRA requests, what is the status or results of that?

Michelle Crawford: yeah, so council members, that is a police audit and not specifically looking at the CCJRA process, the record release for police, it's in its final stages so I'm hoping to get that report released in the next week or two. And so, the executive summary then would come, I believe, in January, it would also be presented to public safety committee as well.

So hopefully in the next week or two that report will be issued and finalized and out the door.

Curtis Gardner: all right, sounds good.

Appreciate that.

Council member Gruber, any other questions on that item?

Dave Gruber: I don't.

Curtis Gardner: all right.

Appreciate it Wayne and Michelle, appreciate your presentation, thank you.

Wayne Sommer: Our pleasure.

Curtis Gardner: Let's see, that was our last item.

So, since I'm the only one who's going to be around in December, i think we'll go ahead and cancel the December meeting.

So, Teresa,

I don't know if you can take that off the calendar or if you can have someone take that off the calendar for us.

Once we get the new committees figured out and all that can regroup in December.

Let's see, Council member Gruber, any comments that you'd like to make?

Dave Gruber: yes, I would.

I want to let everybody know how proud I am to have worked with you.

I've been on the committee for four years now and the professionalism of the staff, the ability of the staff to react to different issues, in some cases crises, that have come up has been very impressive and I want to thank you for that.

I've worked in many large organizations, I've had staffs in pentagon and on Buckley and I've been a commander many times in the military and I've always had large staffs, and I want to let you guys know that you're at the top.

You've done such a good job, you have such a strong love of the city, and I think maybe that's the differentiator between working with you and the city and working with my military staffs is that my military staffs had a job to do and they did their job, but in your case you work for the city, you live in the city or live near the city anyway, and you love the city and that makes a big difference.

So, I want to tell you that from the bottom of my heart, you have my sincere appreciation for what you do, and I've been honored to work with you.

So, thank you very much.

Curtis Gardner: thank you.

Yeah, I'd like to echo what Council member Gruber said.

I've been on this committee both years, I've been on council and am continually impressed, the level of expertise and professionalism from our staff.

I think -- we've had items brought forward from our staff like the marketplace facilitator is a good example from Trevor last year and there's lots of others and so I'd hate to name one and leave anybody out.

But it's amazing the level of our finance staff, specifically and our budget staff and it's truly a real asset to our city. A lot of people don't necessarily realize or maybe appreciate the group that we have and how much accountability that you've been able to provide back to the taxpayers and I think that's really important.

We're a very financially well-run city and I sincerely appreciate that.

I hope and I know that our residents do as well because at the end of the day it saves them money and so just giving a huge thank you for everything you've done.

I know Robin Peterson is part of the finance department, it doesn't look like she's on the call, but just want to recognize her as well.

I saw that she's going to be leaving the city here in about a month or so and just you know, wanted to say thank you to her

for really has allowed aurora to be a trailblazer in marijuana policy and I think her expertise and her knowledge is going to be sorely missed in our in our city.

And so just wanted to briefly recognize her as well, so.

That's it for me, so we will, like I said, we'll not hold a meeting in December and then I guess depending on what the new committee looks like we'll regroup in January and go from there. So, I think with that, we can go ahead and adjourn.

Wayne Sommer: Council member Gardner, if I might, please.

I don't know if I heard this in the conversation but if the committee could formally affirm the approved audit plan for the record that would be great.

Curtis Gardner: I apologize.

Council member Gruber, are you okay with the proposal on the plan?

Dave Gruber: yes, I approve.

Curtis Gardner: I'm okay with it as well.

Apologize for that.

Wayne Sommer: thank you.

Curtis Gardner: all right.

Thanks everybody, have a great thanksgiving.



CITY OF AURORA

Council Agenda Item Continuation Page

Item Title: FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ADDING SECTIONS 22-642, 66-37, AND 146-4.7.9.U, TO THE CITY CODE, AND AMENDING TABLE 3.2-1, SECTIONS 146-4.7.9.E.1, 146-4.7.9.M, AND 146-6.2 OF THE CITY CODE PERTAINING TO BATTERY- OPE

Item Initiator: Jason Batchelor/Council Member Gardner

Staff Source: Jason Batchelor, Deputy City Manager/Tim Joyce, Assistant City Attorney II Civil

Legal Source: Tim Joyce – Assistant City Attorney II Civil

Outside Speaker: Click here to type the name and title (e.x. Jane Smith, Executive Director) of outside speaker(s)

Date of Change: Click or tap to enter a date

COUNCIL MEETING DATES:

Study Session: 10/18/2021

Regular Meeting: 11/22/2021

ITEM DETAILS:

An ordinance to authorize battery-alarmed electric fences in the City.

Sponsor: Council Member Gardner

Staff Source: Jason Batchelor, Deputy City Manager / Tim Joyce, Assistant City Attorney

Presentation time: 20 minutes.

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

- | | |
|---|--|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input checked="" type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Planning & Economic Development

Policy Committee Date: 8/12/2020

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

- | | |
|---|---|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input checked="" type="checkbox"/> 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 Member Gardner asked the City Attorney's office to draft an ordinance to permit battery-operated alarmed electric fences in the City. Council Member Garder provided the City Attorney's office with the initial wording for the proposed ordinance. The draft ordinance when to the Planning and Economic Development Policy Committee on August 12, 2020. City staff opposed the ordinance and explained their opposition to the Committee. The Committee approved moving an ordinance forward and wanted City staff to work with the vendor, Amarok, to draft a compromise ordinance. Attached is the compromise draft ordinance proposed by City staff.

Council approved moving this item forward at the October 18, 2021 meeting. The Planning and Zoning Commission unanimously approved the ordinance on November 10, 2021.

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

Currently, City Code prohibits electric fences and battery-operated electric fences in the City. Council Member Gardner asked the City Attorney's office to draft an amendment to the City Code to permit battery-operated alarmed electric fences in response to two battery-operated alarmed electric fences being installed in the City. Council Member Garder provided the wording for the initial proposed ordinance. The initial proposed ordinance went to the PED committee on August 12, 2020. City staff expressed their concerns about having this type of fence in the City at the Committee meeting. Council Members present for the PED Committee favored permitting battery-operated alarmed electric fences in the City and asked staff to work with the vendor to draft a compromise ordinance. Since the PED Committee meeting City staff from Planning, Fire/Rescue, Code Enforcement, Police, and Building have exchanged multiple drafts of a battery-operated alarmed electric fence ordinance. Compromises to the requirement for the ordinance have been made by City staff and the vendor. Attached is the proposed ordinance.

QUESTIONS FOR COUNCIL

Does City Council approve this ordinance?

LEGAL COMMENTS

Any rule or regulation placing any burden upon or limiting the use of private property must be done by ordinance. (City Charter, art. V, sec. 5-3). Council has the power to make and publish from time to time ordinances consistent with the laws of the state for carrying into effect or discharging the powers and duties conferred by the state constitution, statute or City Charter and such as it shall deem necessary and proper to provide for the safety; preserve the health; promote the prosperity; and improve the morals, order, comfort and convenience of the city and its inhabitants. (City Code sec. 2-32) (TJoyce)

An application for an amendment to the text of this UDO or a legislative rezoning of a large area shall only be recommended if the Planning Director and the Planning and Zoning Commission find that the following criteria have been met, and shall only be approved if City Council finds that the following criteria have been met. i. The applicant has demonstrated that the proposed Ordinance amendment is consistent with the spirit and intent of the Comprehensive Plan and with other policies and plans adopted by the City Council; and a. The change to the Ordinance text is required because of changed conditions or circumstances in all or a portion of the city; or b. The change to the Ordinance text is required to address a new or unforeseen threat to the public health, safety, and welfare; or c. The change to the Ordinance text is required to promote economic growth and investment that will not create material risks to the public health, safety, and welfare. UDO sec. 146-5.4.1.C.3.B

The Planning and Zoning Commission shall conduct a public hearing on all development applications that are required to come before it. The Commission shall apply the criteria for review and approval as stated in this UDO when considering an application. At the conclusion of a public hearing, the Commission shall approve the application as presented, approve with conditions, deny the application, or make a recommendation to City Council, or may defer the matter at the request of the applicant. The Commission may postpone action on an item for one meeting on its own initiative to allow for the receipt of additional information. The Commission's decision becomes effective after the second City Council meeting following the notice of the Commission's decision on the application to City Council. UDO sec. 146-5.3.8 (Daniel Money)

PUBLIC FINANCIAL IMPACT

☐ YES ☒ NO

If yes, explain:

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain:



CITY OF AURORA

Late Submission Approval for Agenda Item

Item Title: FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ADDING SECTIONS 22-642, 66-37, AND 146-4.7.9.U, TO THE CITY CODE, AND AMENDING TABLE 3.2-1, SECTIONS 146-4.7.9.E.1, 146-4.7.9.M, AND 146-6.2 OF THE CITY CODE PERTAINING TO BATTERY- OPERATED ALARMED ELECTRIC FENCES

Item Initiator: Jason Batchelor/Council Member Gardner

Staff Source/Legal Source: Jason Batchelor, Tim Joyce

Outside Speaker:

Council Goal: 2012: 1.0--Assure a safe community for people

CRITERIA - PLEASE CONSIDER ITEM FOR LATE SUBMISSION FOR THE FOLLOWING REASON:

- ☒ There is a time-sensitive legal requirement that must be met and cannot be met by a future meeting date
- ☐ The delay will result in an adverse financial impact to the city
- ☐ The item is related to a disaster and must be addressed before the next available meeting

COUNCIL MEETING DATES FOR LATE SUBMISSION:

Study Session: 10/18/2021

Regular Meeting: 11/18/2021

EXPLANATION: *(Please provide a detailed explanation as to why the item falls into one or more of the above criteria and why it may not be set for a future meeting date.)*

Legal Notice has already been provided, by UDO requirements, to be heard November 22, 2021. To move this date would require re-notice which carry's a financial impact.

I understand the agenda item will not be added to the agenda without submitting this completed form as an attachment in e-Scribe. The agenda item will not be added to the agenda if the workflow is not completed by the WORKFLOW COMPLETED date indicated on the agenda deadline calendar.

Jason Batchelor

Agenda Item Initiator Name

Jason Batchelor 10 Nov 21
Agenda Item **Initiator Signature** Date

Jason Batchelor

Late Submission Approver Name

Jason Batchelor 10 Nov 21
Late Submission **Approver Signature** Date

ORDINANCE NO. 2021-_____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA,
COLORADO, ADDING SECTIONS 22-642, 66-37, AND 146-4.7.9.U, TO THE CITY CODE,
AND AMENDING TABLE 3.2-1, SECTIONS 146-4.7.9.E.1, 146-4.7.9.M,
AND 146-6.2 OF THE CITY CODE PERTAINING TO
BATTERY- OPERATED ALARMED ELECTRIC FENCES

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

Section 1. The City Code of the City of Aurora, Colorado, is hereby amended to enact a
new section, to be numbered 22-642, which section shall read as follows:

Sec. 22-642. – Standard for battery-operated alarmed electric fences.

- (1) A battery-operated alarmed electric fence is a perimeter fence designed to carry non-lethal pulses of direct current to deter potential intruders that interface with an alarm system, together with the ancillary components or equipment attached to such a system.
- (2) It is unlawful to install, maintain, or operate a battery-operated alarmed electric fence in the City in violation of this section.
- (3) Installation requirements. The following is required prior to the installation of a battery-operated alarmed electric fence:
 - a. Obtain approval of the proposed battery-operated alarmed electric fence system site plan by Planning & Development Services.
 - b. Electric, Structural and Life Safety Fence Installation Permit. The installation of a battery-operated alarmed electric fence requires an approved installation permit by the Aurora Building Division. Installation permit applications shall be filed with the Aurora Building Division. Installation permit applications must include the following:
 - I. An approved site plan indicating the location of the battery-operated alarmed electric fence, ancillary components or equipment, and the non-electrical perimeter fence.
 - II. Location of the power source and regulating/monitoring equipment.
 - III. Materials used and height of the battery-operated alarmed electric fence.
 - IV. Materials used and height of the non-electric perimeter fence.

- V. The battery-operated alarmed electric fence shall be installed according to ANSI/CPLSO 60335-2-76, the listing and manufacturer's installation instructions, and this section.
- VI. A notarized statement by the applicant stating that the electric fence is in compliance with the requirements of this Section. Structural and Life Safety permits and inspections shall be required for the installation. Work must be performed by a licensed contractor with the Aurora Building Division.
- VII. Location of emergency access point(s), for existing or proposed Gating Systems, Pedestrian Access Gates, Knox Keypad, Knox Key Box/Switch, Siren Operated Systems (SOS), and Emergency Battery Power Cut-off Switch.
- VIII. Modifications to previously approved gating system will require a valid building permit to ensure alterations do not affect existing structural integrity of the existing gate(s) electrical interference with Knox Key Switch and/or motorized gating system and/or visual indicator light that may hinder a timely emergency response.
- IX. Provisions must be made by the installer for deenergizing and maintaining the access gate open with visual signage for emergency access and one or more of the following methods to deenergize the fence:
 - 1. Knox keypad.
 - 2. Knox Key Box/Switch.
 - 3. Key fob or similar device.
- IX. The system shall have an approved visual signal indicator next to the Knox Key Switch for emergency responders that indicates if the battery-operated alarmed electric fence is energized or deenergized. The indicator color is not designated. The signal indicator shall be lit when the fence is charged and not lit when not charged.

(4) Electrification.

- a. AC current shall not be used to energize any battery-operated alarmed electric fence.
- b. No battery-operated alarmed electric fence shall be installed or operated with a power source other than a commercial storage battery not exceeding twelve (12) volts direct current, charged primarily with a solar panel; provided, however, in case of inclement weather or other conditions that inhibit the ability of the solar panel to fully recharge the battery, a charging device may be utilized for such purpose, if connected in a manner that ensures that the charging device cannot provide a source of power directly to the fence. In no case shall a battery-operated alarmed electric fence be connected to any other electric power source than the battery charged energizer.

- c. The installation and operation of a battery-operated alarmed electric fence does not adversely affect or interfere with interconnected automatic gate opening systems, Siren Operated System, Knox Keypad, Knox Key Box/Switch, or a remote gate opening device.
- d. The fence controller ground wire shall not touch any buildings on site.
- e. A cut-off switch shall be installed capable of disconnecting the fence from the controller in case of emergencies, electrical storms, etc. A Knox Key Box/Switch and Knox Keypad shall be installed to provide secure access to the cut-off switch. The Knox Key Box/Switch and Knox Keypad shall be provided with a reflective marker displayed in an approved location.
- f. Each energizer shall be connected to its own ground system and must not be connected to any other ground system(s).
- g. Two (2) or more energizers shall not be connected to the same fence unless the use of multiple energizers does not increase the overall charge transmitted on the fence and adequate access is provided to the cut-off switch for each energizer from inside the perimeter.
- h. If the electric fence is deenergized the owner may reenergize the electric fence after making certain no First Responders or City personnel are inside the electric fence perimeter. The system will be tested as needed and at a minimum during the annual inspection conducted by Aurora Fire Rescue personnel. If the system is tested and not operational, the fire code official will issue a "stop use order" and the electric fence will not be allowed to be utilized until access provisions are corrected.
- i. The portion or section of the battery-operated alarmed electric fence containing the vehicle access gate shall not be energized when the vehicle access gate is opening or in the open position.

(5) Perimeter fence.

No battery-operated alarmed electric fence shall be installed or operated unless it is completely surrounded by a non-electric perimeter fence that will comply with City Code and the Unified Development Ordinance (UDO). The non-electric perimeter fence shall be separated from the battery-operated alarmed electric fence between four (4) to eight (8) inches inside the non-electric perimeter barrier, except for gate openings. The area between the non-electric perimeter fence and the battery-operated alarmed electric fence shall be kept clear of landscaping, shrubbery, other fences, or material of any kind. The lowest part of the perimeter fence or wall shall be constructed to follow the natural terrain to prevent penetration of the perimeter fence at ground level. No part of a non-electric perimeter fence shall be allowed to be in contact with the battery-operated alarmed electric fence, except on gates which will have insulated contacts.

(6) Location of battery-operated alarmed electric fences.

- a. Battery-operated alarmed electric fences shall comply with the requirements of the Unified Development Ordinance (UDO).

- b. **Battery-operated alarmed electric fences are prohibited within twenty-five (25) feet of any outdoor area utilized for the storage, use, or handling of Hazardous Materials as defined in the adopted Fire Code.**
- (7) Signage.**

Battery-operated alarmed electric fences shall be clearly identified by warning signs. The warning signs shall conform to the following requirements:

 - a. **Warning signs shall be located on the battery-operated fence at not more than 30-foot intervals and shall read:**

“WARNING – ELECTRIC SECURITY FENCE”.
 - b. **The text shall be printed in English and Spanish. All lettering shall be a minimum of one (1) inch high.**
 - c. **The size of the warning signs shall be a minimum of four (4) inches by eight (8) inches.**
 - d. **The warning signs shall consist of a yellow background with black inscriptions and must be kept in good condition to ensure visibility.**
- (8) Interface with an alarm system.**

All battery-operated fences shall interface with an alarm system monitored 24 hours a day, seven days a week. The alarm system shall comply with the requirements of Article II of Chapter 58 of the City Code, which alarm system is designed or used for the detection of unauthorized entry into an enclosed area and alerts the business and law enforcement to respond to an intrusion or burglary.
- (9) The property owner that has or intends to install a battery-operated alarmed electric fence, the battery-operated alarmed electric fence manufacturer, and the alarm monitoring entity shall provide and maintain current 24-hour contact information with the Public Safety Communication Department of the City to facilitate emergency access by public safety personnel.**

Section 2. The City Code of the City of Aurora, Colorado, is hereby amended to enact a new section, to be numbered 66-37, which section shall read as follows:

Sec. 66-37. – Electric Security Fence.

The International Fire Code, section 503 is hereby amended by adding section 503.7 to read as follows:

503.7 Battery-Operated Electric Security Fence.

503.7.1 A battery-operated alarmed electric fence is a perimeter fence designed to carry non-lethal pulses of direct current to deter potential intruders that interface with an alarm system, together with the ancillary components or equipment attached to such a system.

503.7.2 A copy of the approved installation permit issued by the Aurora Building Department will be maintained with the Public Safety Communications Department showing the location of emergency access point(s), Gating Systems, Pedestrian Access Gates, Knox Keypad, Knox Key Switch, Siren Operated System (SOS), OPTICOM, and Emergency Battery Power Cut-off Switch.

503.7.3 Gating Systems.

In addition to the Aurora Fire Rescue Department access requirements in the International Fire Code, the following additional standards are required for properties protected by a battery-operated alarmed electric fence:

- a. Power to the battery-operated alarmed electric fence gate zone, excluding gate opening controls, shall be deactivated upon activation of automatic or manual access for ingress or egress through the gate.
- b. The vehicle gate shall provide a means for response by public safety personnel to ingress or egress from the site.
- c. If a pedestrian type of gate access is present the pedestrian type of gate shall be installed immediately adjacent to all vehicle access gates and shall be deenergized when contact is broken, and the gate is open.

503.7.4 Electrification.

- a. No battery-operated alarmed electric fence shall be installed or operated with a power source other than a commercial storage battery not exceeding twelve (12) volts direct current, charged primarily with a solar panel; provided, however, in case of inclement weather or other conditions that inhibit the ability of the solar panel to fully recharge the battery, a charging device may be utilized for such purpose, if connected in a manner that ensures that the charging device cannot provide a source of power directly to the fence. In no case shall a battery-operated alarmed electric fence be connected to any other electric power source than the battery charged energizer.
- b. The installation and operation of a battery-operated alarmed electric fence does not adversely affect or interfere with interconnected automatic gate opening systems, Knox Keypad, Knox Key Box/Key Switch, key fob, a remote gate opening device, or a radio frequency disarming system such as a Siren Operated System.
- c. A cut-off switch shall be installed capable of disconnecting the fence from the controller in case of emergencies. A Knox Key Box/Switch and Knox Keypad shall be installed to provide secure access to the cut-off switch.
- d. If the electric fence is deenergized the owner may reenergize the electric fence after making certain no First Responders or City

personnel are inside the electric fence perimeter. The system will be tested as needed and at a minimum during the annual inspection conducted by Aurora Fire Rescue personnel. If the system is tested and not operational, the fire code official will issue a “stop use order” and the electric fence will not be allowed to be utilized until access provisions are corrected.

503.7.5 Location of battery-operated alarmed electric fences.

Battery-operated alarmed electric fences are prohibited within twenty-five (25) feet of any outdoor area utilized for the storage, use, or handling of Hazardous Materials as defined in the adopted Fire Code.

503.7.6 Signage.

Battery-operated alarmed electric fences shall be clearly identified by warning signs. The warning signs shall conform to the following requirements:

- a. Warning signs shall be located on the battery-operated fence at not more than 30-foot intervals and shall read:
“WARNING – ELECTRIC SECURITY FENCE”.
- b. The text shall be printed in English and Spanish. All lettering shall be a minimum of one (1) inch high.
- c. The size of the warning signs shall be a minimum of four (4) inches by eight (8) inches.
- d. The warning signs shall consist of a yellow background with black inscriptions and must be kept in good condition to ensure visibility.

503.7.7 License Agreement Requirements.

- a. A license agreement approved by the City Engineer will be required where the fence is within a dedicated easement, street, or city-owned property.
- b. Upon determination the battery-operated alarmed electric fence is not in compliance with the City Code the electrical power source for the fence shall be disconnected and the license agreement revoked. All electrical components supporting the interconnected automatic gate opening system, Siren Operated System, Knox Keypad, Knox Key Box/Switch, and remote gate opening device shall remain active. The licensee shall receive a statement from the Fire Department, Code Enforcement, or Building Division describing the reason for noncompliance.

503.7.8 Permit Revocation.

- a. If a battery-operated electric security fence is not in compliance with the requirements of the City Code the Fire Department, Code Enforcement or Building Division may revoke the installation permit.

- b. Upon permit revocation, the electric fence applicant shall receive a statement from the Fire Department, Code Enforcement or Building Division describing the reason for the revocation.
- c. Unless otherwise provided by this Section, after revocation of a permit an applicant may apply for a new battery-operated electric security fence permit after complying with the requirements of the City Code.
- d. A battery-operated alarmed electric fence that has its permit revoked shall not be energized until the fence complies with the requirements of the City Code and a new installation permit is issued.
- e. A battery-operated alarmed electric fence not in compliance with the City Code shall not be reenergized until the fence is brought into compliance with the City Code, a new building permit is issued, inspected, and approved.

Section 3. The City Code of the City of Aurora, Colorado, is hereby amended by adding a new permitted use to Table 3.2-1, which use shall read as follows:

Table 3.2-1 Permitted Use Table		P = Permitted C = Conditional use A = Accessory to primary use																T = Temporary use V = Permitted if structure vacant for 5 years or more																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								

Section 4. The City Code of the City of Aurora, Colorado, is hereby amended by adding a new provision to section 146-4.7.9.E.1, which subsection shall read as follows:

Sec. 146-4.7.9. Fence and Wall Regulations

E. Prohibited Fences, Walls, and Materials

The following types of fences, hedges, and materials are prohibited and cannot be erected:

1. Electrically charged fences, **except for battery-operated alarmed electric fences as allowed in this section.**

Section 5. The City Code of the City of Aurora, Colorado, is hereby amended by adding a new provision to subsection 146-4.7.9.M, which subsection shall read as follows:

Sec. 146-4.7.9. Fence and Wall Regulations

M. Fences and Walls for Other Development. The standards in this Section 146-4.7.9.M apply to all mixed-use and non-residential development for which this UDO does not provide a different standard for fence and wall height and location.

Table 4.7-5

Fence Location, Type and Height: All Other Uses [1]

Standard	Requirements	
	Other Uses	Industrial
Front Yards		
Height	Max. 48 in.	Max. 9 ft.
Setback	Fence: 4 ft. min. from back of sidewalk, unless a larger setback required by another provision of this UDO	
Side Yards		
Height	Max. 6 ft.	Max. 9 ft.
Setback	Fence: 4 ft. min. from back of sidewalk	
	Where existing developments that share an internal fence, the fence can be on the lot line	
Rear Yards		
Height	Max. 6 ft.	Max. 9 ft.
Setback	Fence: 4 ft. min. from back of sidewalk;	
	If replacing an existing fence, the fence may be on the lot line.	

[1] Multi-family perimeter fencing shall not be located closer to a street or property line than the required buffer depth for setbacks.

1. **Battery-operated alarmed electric fences may be added to permitted fences in accordance with the Permitted Use Table 3.2-1. In addition, battery-operated**

alarmed electric fences require a conditional use approval if located within 300 feet of residentially zoned parcels or any parcel containing a residential use, dedicated park, open space, or trail.

Section 6. The City Code of the City of Aurora, Colorado, is hereby amended to add a new section, to be numbered 146-4.7.9.U, which section reads as follows:

U. *Battery-operated electric alarmed fencing.*

1. GENERAL REQUIREMENTS: Battery-operated electric alarmed fencing shall comply with the following requirements:

a. Has an energizer powered by no more than a twelve (12) volt direct current commercial storage battery.

b. Is surrounded by a non-electrical perimeter fence or wall not less than five (5)

c. The electric fence may be two (2) feet higher than the height of the non-electric perimeter fence but shall not exceed ten (10) feet in height.

d. Warning signage shall be posted in accordance with manufacture's recommendations with not more than thirty (30) feet between signs, which signs shall read:



“WARNING – ELECTRIC SECURITY FENCE”.

Section 7. The City Code of the City of Aurora, Colorado, is hereby amended to add the following a definition to section 146-6.2, which definition shall read as follows:

Sec. 146-6.2. Definitions and Terms of Measurement

***Battery-operated alarmed electric fence* means a new or existing electric fence and alarm system and ancillary components, or equipment attached to such a system, including but not limited to, a fence, a battery-operated energizer which is intended to periodically deliver voltage impulses to the fence connected to it; and a battery charging device used exclusively to charge the battery.**

Section 8. 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 9. All acts, orders, resolutions, ordinances, or parts thereof, in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

Section 10. Pursuant to Section 5-5 of the Charter of the city of Aurora, Colorado, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the City Clerk.

INTRODUCED, READ, AND ORDERED PUBLISHED this _____ day of _____, 2021.

PASSED AND ORDERED PUBLISHED BY REFERENCE this _____ day of _____, 2021.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

 RLA

TIM JOYCE, Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: 2021 Fall Supplemental: For An Ordinance Of The City Of Aurora, Colorado Appropriating Sums Of Money In Addition To Those Appropriated In Ordinance Nos. 2020-53, And 2021-17 For The 2021 Fiscal Year

Item Initiator: Mike Franks, Budget and Finance Manager

Staff Source/Legal Source: Mike Franks, Budget and Finance Manager and Hanosky Hernandez, Assistant City Attorney

Outside Speaker: N/A

Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 11/15/2021

Regular Meeting: 11/22/2021

ITEM DETAILS:

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated Presentation/discussion time

2021 FALL SUPPLEMENTAL: FOR AN ORDINANCE OF THE CITY OF AURORA, COLORADO APPROPRIATING SUMS OF MONEY IN ADDITION TO THOSE APPROPRIATED IN ORDINANCE NOS. 2020-53, AND 2021-17 FOR THE 2021 FISCAL YEAR

Mike Franks, Budget and Finance Manager / Hanosky Hernandez, Assistant City Attorney

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

- | | |
|---|--|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input checked="" type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 10/26/2021

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

- | | |
|---|---|
| <input checked="" type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input type="checkbox"/> 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.)*

Reviewed by the Management and Finance Committee on 10/26/2021

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

One of the first steps of the annual budget process is to prepare an updated projection of current year requirements. During this process revenue adjustments, potential savings, as well as new and additional requirements are identified and serve as the basis for the majority of supplemental appropriation requests.

The 2021 Fall Supplemental Appropriation Request includes operating expenditures and capital projects that require appropriation adjustments for 2021 in the funds listed in Attachment A. Nearly all of the requests were identified and included in the 2021 projection in the 2022 Proposed Budget document. Alternatively, several items that were identified and projected are not included in this fall process. Those items that are subject to change will be included in the 2022 spring supplemental as needed.

The vast majority of requests included in this supplemental process have been previously reviewed by Council or Council Committee. Council review includes items included in the 2021 projection and reviewed as part of the 2022 Proposed Budget as well as items reviewed at either a Council Committee meeting or City Council meeting. Technical items are typically budget lapses or reallocations, zero-dollar amendments with appropriation offset by revenue, and accounting or other adjustments. These items are indicated by including "technical" in the title and may or may not have been reviewed by Council. Council review details are included in the narrative for each supplemental request.

The attachments 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: 2021 Appropriation Summaries by Fund; and
- ☐ Attachment B: 2021 Appropriation Detail by Fund.

The following discussion will identify and focus on significant changes included for this budget year, rather than the list in its entirety. Please see attachment B for details on each request.

2021 Supplemental Amendment Requests

Appropriation requests in the Capital Projects Fund total \$46.3 million. Most significant items were included in the 2021 projection and reviewed by Council as part of the 2022 budget process:

- Transfer of **\$30.8 million** from the General Fund to the Capital Projects Fund and the appropriation of **\$30.8 million** for the I-70/Picadilly Interchange project.
- Transfer of **\$12.0 million** from the General Fund to the Capital Projects Fund and the appropriation of **\$12.0 million** for the implementation of an industry leading Enterprise Resource Planning (ERP) system.
- The appropriation of **\$3.3 million** for an ADA transition plan and various street and traffic related capital projects to include sidewalk improvements and the city match for the Revitalizing Main Streets grant application.
- The appropriation of **\$655,000** to install a protected mid-block crossing to facilitate pedestrian and bicycle crossings at Gardens On Havana in accordance with the recent Havana Corridor Study.
- The reduction (lapse) of **\$631,700** of funding for cost increases during the construction phase of pedestrian improvements on 25th Avenue.
- The lapse of **\$556,500** of funding for the Positive Timekeeping system so that it can be used for the ERP system. This adjustment will not impact the project as positive timekeeping has been included within the scope of the ERP project.

Other significant supplemental items include:

- The appropriation of **\$19.8 million** for the early repayment of the 2018 Wastewater interfund loan to the Water Fund for the South East Area Maintenance Facility (SEAM).
- The appropriation of one-time CDBG COVID-19 grant receipts of **\$1.8 million** in the Community Development Fund to help prevent, prepare for, and respond to the coronavirus.
- The appropriation of capital grant awards totaling **\$1.6 million** in the Gifts and Grants Fund for various PROS projects.

Detail for all supplemental items can be found in Attachment B.

QUESTIONS FOR COUNCIL

Does Council wish to send this forward to a Regular Meeting

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. (*See*, City Charter Art. 11-16). (Hernandez)

PUBLIC FINANCIAL IMPACT

☒ YES ☐ NO

If yes, explain: The supplemental budget request will make adjustments to 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 COUNCIL OF THE CITY OF AURORA, COLORADO, APPROPRIATING SUMS OF MONEY IN ADDITION TO THOSE APPROPRIATED IN ORDINANCE NOS. 2020-53, AND 2021-17 FOR THE 2021 FISCAL YEAR

WHEREAS, pursuant to Ordinance Nos. 2020-53 and 2021-17, the City Council (the “Council”) of the City of Aurora, Colorado (the “City”) 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. 2020-53 and 2021-17 shall be made for Fiscal Year 2021 for the purposes enumerated in Attachment B to the document entitled 2021 Fall 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 Forty Two Million, Eight Hundred Thousand Dollars (\$42,800,000).
- b. From the unappropriated fund balance and/or additional revenues of the Capital Projects Fund, the net amount of Forty Six Million, Three Hundred Thousand, Three Hundred Twenty Dollars (\$46,300,320).
- c. From the unappropriated fund balance and/or additional revenues of the Wastewater Fund, the net amount of Sixteen Million, Two Hundred Seventy-Six Thousand, Seven Hundred Fifty Dollars (\$16,276,750).
- d. From the unappropriated fund balance and/or additional revenues of the Water Fund, the net amount of Three Million, Five Hundred Sixty Thousand, Six Hundred Eighty-Eight Dollars (\$3,560,688).

- e. From the unappropriated fund balance and/or additional revenues of the Community Development Fund, the net amount of Two Million, One Hundred Seventy Six Thousand, Nine Hundred Sixty-One Dollars (\$2,176,961).
- f. From the unappropriated fund balance and/or additional revenues of the Gifts and Grants Fund, the net amount of One Million, Five Hundred Seventy Thousand Dollars (\$1,570,000).
- g. From the unappropriated fund balance and/or additional revenues of the Enhanced E-911 Fund, the net amount of Three Hundred Thousand Dollars (\$300,000).

Section 2. Inter-fund and inter-departmental transfers shall be made as enumerated in the 2021 Amendment Detail for Fiscal Year 2021.

Section 3. The City Manager and the Budget Officer are hereby directed and authorized to expend so much of said funds as are necessary to pay for the projects and acquisitions referenced herein.

Section 4. All ordinances or parts of ordinances of the City in conflict herewith are expressly repealed.

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

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2021.


PASSED AND ORDERED PUBLISHED BY REFERENCE this _____ day of _____, 2021.

MICHAEL COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ,
City Clerk

APPROVED AS TO FORM:

 RLA

HANOSKY HERNANDEZ,
Assistant City Attorney

**2021 Fall Amendment Ordinance
Appropriation Summaries by Fund**

**2021 Amendment Summary
Attachment A**

Attachment A
2021 Fall 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	0.00	42,800,000	0	-42,800,000
Non-Departmental	0.00	42,800,000	0	-42,800,000
Planning & Development Services	0.00	0	0	0
Capital Projects Fund Total	0.00	46,300,320	42,861,785	-3,438,535
Finance	0.00	-556,465	0	556,465
Information Technology	0.00	12,000,000	0	-12,000,000
Non-Departmental	0.00	0	42,848,285	42,848,285
Planning & Development Services	0.00	703,285	0	-703,285
Public Works	0.00	34,153,500	13,500	-34,140,000
Community Development Fund Total	0.00	2,176,961	2,176,961	0
Housing and Community Services	0.00	2,176,961	2,176,961	0
Enhanced E-911 Fund Total	0.00	300,000	0	-300,000
Information Technology	0.00	300,000	0	-300,000
Gifts & Grants Fund Total	0.00	1,570,000	1,570,000	0
Parks, Recreation & Open Space	0.00	1,570,000	1,570,000	0
Wastewater Fund Total	0.00	16,276,750	0	-16,276,750
Aurora Water	0.00	16,276,750	0	-16,276,750
Water Fund Total	0.00	3,560,688	0	-3,560,688
Aurora Water	0.00	3,560,688	0	-3,560,688
Total	0.00	\$112,984,719	\$46,608,746	(\$66,375,973)

¹ The revenue offset includes new revenue and revenue from transfers.

² Inc./Dec in Fund Balance = New Revenue minus Net Appropriation.

**2021 Fall Amendment Ordinance
Appropriation Detail by Fund**

**2021 Amendment Detail
Attachment B**

Attachment B

2021 Fall Amendment Ordinance

2021 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Aurora Water

SEAM Wastewater Interfund Loan Repayment and Debt Issuance Costs

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Wastewater Fund	0.00	16,276,750	0	16,276,750	0	-16,276,750
Water Fund	0.00	3,560,688	0	3,560,688	0	-3,560,688
Total Appropriation Impact	0.00	\$19,837,438	\$0	\$19,837,438	\$0	(\$19,837,438)

This supplemental provides additional appropriation of \$19.8 million in the 2021 budget for the early repayment of the 2018 Wastewater interfund loan to the Water Fund for the South East Area Maintenance Facility (SEAM) (\$16.0 million) and debt-issue costs/underwriting discounts for the First-Lien Water & Sewer Revenue Bonds, Series 2021 (\$3.8 million). The early repayment of the 2018 Wastewater interfund loan to the Water Fund realized projected savings of approximately \$1.3 million in interest over the 8-year life of the note.

This supplemental was included as part of the 2021 projection shown in the 2022 Proposed Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Aurora Water	Wastewater Fund	0	16,276,750	New Appropriation
Aurora Water	Water Fund	0	3,560,688	New Appropriation

Attachment B

2021 Fall Amendment Ordinance

2021 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Finance

Lapse of Positive Timekeeping Budget

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	-556,465	-556,465	0	556,465
Total Appropriation Impact	0.00	\$0	(\$556,465)	(\$556,465)	\$0	\$556,465

This amendment will lapse the funds budgeted for Positive Timekeeping system so that it can be used in the Enterprise Resource Planning (ERP) system project. This adjustment will not impact the project as positive timekeeping has been included within the scope of the ERP project. This supplemental was projected as such in the 2022 Proposed Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Finance	Capital Projects Fund	-556,465	0	Lapse of Appropriation

Attachment B

2021 Fall Amendment Ordinance

2021 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Housing and Community Services

Technical: 2021 Community Development Block Grant (CDBG) Award Reconciliation

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Community Development Fund	0.00	-75,971	0	-75,971	-75,971	0
Total Appropriation Impact	0.00	(\$75,971)	\$0	(\$75,971)	(\$75,971)	\$0

This technical adjustment will align the budget for the Community Development Block Grant to the 2021 actual award amount plus actual year-to-date program income. The final 2021 CDBG award received from HUD was 4.4 percent, or \$130,500, lower than anticipated. Actual CDBG program income received year-to-date through August is \$54,500 more than budgeted for the year due to higher than expected loan repayments.

This supplemental was included as part of the 2021 projection shown in the 2022 Proposed Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Housing and Community Services	Community Development Fund	0	-75,971	Lapse of Appropriation

Technical: 2021 Community Development Block Grant (CDBG) COVID-19 Grant

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Community Development Fund	0.00	1,752,084	0	1,752,084	1,752,084	0
Total Appropriation Impact	0.00	\$1,752,084	\$0	\$1,752,084	\$1,752,084	\$0

In 2020, the City of Aurora received a one-time CDBG COVID-19 grant in the amount of \$1,729,100 to help prevent, prepare for and respond to the coronavirus. Those funds were appropriated in a fall 2020 supplemental.

The City received a second distribution of CDBG COVID-19 funds in early 2021 in the amount of \$1,752,100. This technical supplemental will appropriate those funds to allow for additional expenditures in carrying out the grant.

This technical supplemental was included as part of the 2021 projection shown in the 2022 Proposed Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Housing and Community Services	Community Development Fund	0	1,752,084	New Appropriation

Attachment B

2021 Fall Amendment Ordinance

2021 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Housing and Community Services

Technical: 2021 Home Investment Partnership (HOME) Grant Award Reconciliation

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Community Development Fund	0.00	519,074	0	519,074	519,074	0
Total Appropriation Impact	0.00	\$519,074	\$0	\$519,074	\$519,074	\$0

This technical adjustment will align the budget for the Home Investment Partnership (HOME) grant to the 2021 actual award amount plus actual year-to-date program income. The final 2021 HOME award received from HUD was 6.6 percent, or \$81,000, lower than anticipated. Actual program income received year-to-date through August is \$600,100 more than budgeted due to another strong year of loan repayments.

This supplemental was included as part of the 2021 projection shown in the 2022 Proposed Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Housing and Community Services	Community Development Fund	0	519,074	New Appropriation

Technical: Reduce HOME Match for Community Development Funds Based on Final 2021 Grant Amount

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Community Development Fund	0.00	-18,226	0	-18,226	-18,226	0
Total Appropriation Impact	0.00	(\$18,226)	\$0	(\$18,226)	(\$18,226)	\$0

This technical adjustment will align the General Fund HOME match to the 2021 actual award amount. The city is required to provide a match to the HOME grant equal to 22.5 percent of the annual award. The final 2021 HOME award received from HUD was 6.6 percent, or \$81,000 less than anticipated, reducing the General Fund match by \$18,200.

This supplemental was included as part of the 2021 projection shown in the 2022 Proposed Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Housing and Community Services	Community Development Fund	0	-18,226	Lapse of Appropriation

Attachment B

2021 Fall Amendment Ordinance

2021 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Information Technology

Enterprise Resource Planning (ERP) Implementation Costs

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	12,000,000	12,000,000	12,000,000	0
General Fund	0.00	12,000,000	0	12,000,000	0	-12,000,000
Total Appropriation Impact	0.00	\$12,000,000	\$12,000,000	\$24,000,000	\$12,000,000	(\$12,000,000)

This supplemental request is to appropriate the funds for the purchase of the city's new ERP system as discussed at the winter and spring workshops. This project implements an industry leading Enterprise Resource Planning (ERP) system of integrated software applications that standardizes, streamlines, and integrates various business processes across finance, human resources, and procurement.

This supplemental was included as part of the 2021 projection as shown in the 2022 Proposed Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Non-Departmental	General Fund	0	12,000,000	Operating Transfer Out
Information Technology	Capital Projects Fund	12,000,000	0	New Appropriation

Uninterruptible Power System (UPS) Replacement

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Enhanced E-911 Fund	0.00	0	300,000	300,000	0	-300,000
Total Appropriation Impact	0.00	\$0	\$300,000	\$300,000	\$0	(\$300,000)

This supplemental request will provide additional appropriation of \$300,000 for the UPS project. This project was initially approved in the 2020 budget to mitigate a single point of failure for providing electrical power to the Aurora911 Center. This project included the UPS system and the building electrical infrastructure to provide two UPS units with one electrical feed from each to create redundancy in power supply for the Center. The project was originally budgeted at \$1.0 million. When Public Works began the design phase in June 2021, it was discovered infrastructure changes such as conduit, wiring, and structural changes to support the UPS were required to facilitate the project.

This supplemental was included as part of the 2021 projection as shown in the 2022 Proposed Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Information Technology	Enhanced E-911 Fund	300,000	0	New Appropriation

Attachment B

2021 Fall Amendment Ordinance

2021 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Parks, Recreation & Open Space

Technical: Parks, Recreation and Open Space
Capital Grants

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Gifts & Grants Fund	0.00	0	1,570,000	1,570,000	1,570,000	0
Total Appropriation Impact	0.00	\$0	\$1,570,000	\$1,570,000	\$1,570,000	\$0

This supplemental will appropriate additional funds for grant awards associated with park and trail improvement projects approved by City Council through annual budget processes. The grant awards leverage pre-existing city appropriations to extend the scope of various projects.

- * Fulton Park Improvements Grant-ArCo (\$500,000)
- * Laredo High Line Canal Join Project Grant-ArCo (\$180,000)
- * Peoria Hills Park Improvements Grant-ArCo (\$350,000)
- * Hoffman Park Basketball Court Grant-NRPA/Disney (\$40,000)
- * High Line Canal Colfax to I-70 Grant-AdCo (\$500,000)

This supplemental was not included in the 2021 projection of the 2022 Proposed Budget due to the timing of the receipt of the grants.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Parks, Recreation & Open Space	Gifts & Grants Fund	1,570,000	0	New Appropriation

Attachment B

2021 Fall Amendment Ordinance

2021 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Planning & Development Services

Gardens on Havana Mid-Block Lighting Project

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	655,000	655,000	0	-655,000
Total Appropriation Impact	0.00	\$0	\$655,000	\$655,000	\$0	(\$655,000)

This amendment will provide appropriation to install a protected mid-block crossing to facilitate pedestrian and bicycle crossings at Gardens On Havana in accordance with the recent Havana Corridor Study. This specific improvement was identified through a public outreach effort as a high priority by the community. This will include a special type of hybrid beacon (Hawk) that's activated only when pedestrians actuate push-buttons resulting in signals stopping vehicular cross traffic at a mid-block location to assist pedestrians in crossing a street or highway at a make crosswalk, along with associated improvements to the access and crossing points. This was projected as such in the 2022 Proposed Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Planning & Development Services	Capital Projects Fund	655,000	0	New Appropriation

Technical: Colfax Streetscape

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	48,285	48,285	48,285	0
General Fund	0.00	0	0	0	0	0
Total Appropriation Impact	0.00	\$0	\$48,285	\$48,285	\$48,285	\$0

This supplemental will add additional funding to the Colfax Streetscape project. In 2018, Del Real Concrete was commissioned to do work along the South Side of Colfax Avenue. The vendor decided they did not want to do the project so this was put on hold. Once funding for the Streetscape project was approved, a decision was made to use these funds to add funding to the Streetscape project. It will be funded with General Fund savings. The project was budgeted, but the General Fund transfer was not

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Planning & Development Services	General Fund	0	-48,285	Lapse of Appropriation
Planning & Development Services	General Fund	0	48,285	Operating Transfer Out
Planning & Development Services	Capital Projects Fund	48,285	0	New Appropriation

Attachment B

2021 Fall Amendment Ordinance

2021 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Public Works

Appropriate 25th Avenue Ped Improvement

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	0	0	0	0
Total Appropriation Impact	0.00	\$0	\$0	\$0	\$0	\$0

This supplemental will transfer \$631,700 for cost increases during 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; \$391,000 in federal funds have already been appropriated. 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 supplemental was included as part of the 2021 projection shown in the 2022 Proposed Budget. The 25th Ave Pedestrian Improvements project was identified as a priority and scoped and estimated as part of the 2017/2018 Northwest Aurora Mobility Study. Since the original 2017/2018 estimates were developed a few key items have resulted in the cost increases including:

* Late 2018 state legislation requiring subsurface utility engineering (SUE) prepared and stamped by a registered professional engineer which increases project costs by 10 to 20 percent.

* Significant labor and construction costs increases of over 45% over the last 3 years, with the largest increase in 2021 as a result of the pandemic, materials/labor shortages and supply chain issues.

* Based on the proposed improvements and other very recent improvement projects, staff added 25 pedestrian level street lights through the project limits.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Public Works	Capital Projects Fund	-631,700	0	Lapse of Appropriation
Public Works	Capital Projects Fund	631,700	0	New Appropriation

Appropriate Capital Projects

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	3,340,000	3,340,000	0	-3,340,000
Total Appropriation Impact	0.00	\$0	\$3,340,000	\$3,340,000	\$0	(\$3,340,000)

This supplemental will appropriate additional funds available in the Capital Projects Fund for the following projects:

- * \$1 million for an ADA Transition Plan, necessary to apply for federal grant funds
- * \$850,000 ADA project to widen the existing sidewalk along the north side of Wesley Ave from Lima St to Nome St
- * \$480,000 for sidewalk improvements on Peoria from Yale to The Point
- * \$400,000 for the city match for the Revitalizing Main Streets grant application
- * \$500,000 for the application of protective window film at the Municipal Courts Building
- * \$110,000 for the city's cost share of the Parker Rd PEL (Planning and Environmental Linkage) Study with Arapahoe County and Denver

This supplemental was included as part of the 2021 projection shown in the 2022 Proposed Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Public Works	Capital Projects Fund	3,340,000	0	New Appropriation

Attachment B

2021 Fall Amendment Ordinance

2021 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Public Works

Appropriate for Chambers over Sand Creek Bridge Grant

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	0	0	0	0
Total Appropriation Impact	0.00	\$0	\$0	\$0	\$0	\$0

This supplemental will appropriate \$385,000 for cost increases for the Chambers Road Bridge over Sand Creek grant project. Since the cost estimate for the project was developed, there have been significant labor and construction costs increases. Also during design, additional needed improvements were identified that are more cost effective to address with this project rather than at a future date. The additional city funding will be transferred from the Bridge Maintenance Program.

The Chambers Road Bridge over Sand Creek currently serves as a main connection route between the neighborhoods and provides access to the trail system along Sand Creek. The rehab work consists of expansion joint replacement as needed; repair of sidewalks; and repair of spalled concrete bridge rails and corroded steel parts. The Intergovernmental Agreement (IGA) for this award was approved at the September 23, 2019 Regular City Council Meeting. During design of the improvements, additional requirements were identified that require additional city funding which will be transferred from the Bridge Maintenance Program.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Public Works	Capital Projects Fund	-385,000	0	Lapse of Appropriation
Public Works	Capital Projects Fund	385,000	0	New Appropriation

Appropriate I-70 Picadilly Match

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	30,800,000	30,800,000	30,800,000	0
General Fund	0.00	30,800,000	0	30,800,000	0	-30,800,000
Total Appropriation Impact	0.00	\$30,800,000	\$30,800,000	\$61,600,000	\$30,800,000	(\$30,800,000)

The City of Aurora was approved for a \$25 million BUILD multimodal surface transportation grant. The federal portion of the grant will be awarded upon execution of the IGA. This supplemental will transfer and appropriate the match, in the amount of \$30.8 million. The I-70/Picadilly Interchange project will construct a new interchange on Interstate 70 in Aurora to facilitate much-needed north-south connectivity on Picadilly Road where it intersects with the I-70 corridor. This project will unlock a roadway network that can connect people and commerce to Denver International Airport and the adjacent Colorado Aerotropolis, a developing world-class residential, commercial and industrial community. This supplemental was included as part of the 2021 projection shown in the 2022 Proposed Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Non-Departmental	General Fund	0	30,800,000	Operating Transfer Out
Public Works	Capital Projects Fund	30,800,000	0	New Appropriation

Attachment B

2021 Fall Amendment Ordinance

2021 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Public Works

Appropriate Insurance Recoveries

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	13,500	13,500	13,500	0
Total Appropriation Impact	0.00	\$0	\$13,500	\$13,500	\$13,500	\$0

This supplemental will appropriate \$13,500 for an insurance reimbursement for repairs of damage caused to a bridge rail near Buckley and Evans. This supplemental was not included as part of the 2021 projection shown in the 2022 Proposed Budget as the monies had not yet been received.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Public Works	Capital Projects Fund	13,500	0	New Appropriation



PROPOSED 2022 City Council Meeting Calendar

January	February	March	April
3 Study Session 10 Council Meeting 17 No meeting - Holiday 24 Study Session 29 Winter Workshop 31 Council Meeting 1 New Year's Day (offices closed) 17 MLK Jr. Day (offices closed) 19 State of the Base 19-21 US Conf of Mayors Winter Meeting (Washington)	7 Study Session 14 Council Meeting 21 No meeting - Holiday 28 Council Meeting 21 Presidents Day (offices closed)	7 Study Session 14 Council Meeting 21 Study Session 28 Council Meeting 14-16 NLC Conference (Washington) 14-18 Cherry Creek Schools spring break 14-18 Aurora Public Schools spring break 31 Cesar Chavez Day	4 Study Session 11 Council Meeting 18 Study Session 25 Council Meeting 30 Spring Workshop 15-23 Passover 17 Easter
May	June	July	August
2 Study Session 9 Council Meeting 16 Study Session 23 Council Meeting 30 No meeting - Holiday ICSC Conference 30 Memorial Day (offices closed)	6 Study Session 13 Council Meeting 20 Study Session 27 Council Meeting 8-10 Accelerate CO (Washington) 21-24 CML Conference (Breckenridge) 3-6 US Conf of Mayors (Reno) 19 Juneteenth	4 No meeting - Holiday 11 Council Meeting 18 Study Session 25 Council Meeting 4 Independence Day (offices closed)	1 Study Session 8 Council Meeting 15 Study Session 22 Council Meeting 29 No meeting GlobalFest
September	October	November	December
5 No meeting - Holiday 12 Council Meeting 19 Study Session 20 Budget Presentations 26 Council Meeting 5 Labor Day (offices closed) 17-21 ICMA Conference (Ohio) 25-27 Rosh Hashanah	1 Fall Workshop (Budget) 3 Study Session 10 Council Meeting 17 Study Session 24 Council Meeting 31 No meeting 4-5 Yom Kippur 10 Columbus Day 27 AEDC A-List Dinner 31 Halloween	7 Study Session 14 Council Meeting 21 Study Session 28 Council Meeting 8 Election Day 11 Veteran's Day (offices closed) 17-19 NLC City Summit(Kansas City) 24-25 Thanksgiving (offices closed)	5 Council Meeting 12 Study Session 19 Council Meeting 26 No meeting - Holiday Holiday Tree Lighting ICSC Recon 18-26 Hanukkah 26 Christmas Day Observed (offices closed) 31 New Years Eve
	Council Meeting (24)	Study Session (21)	Workshop (3)

Appointments of Citizen's Advisory Budget Committee

Regular Council Meeting: December 20, 2021

Appointment

- Any vacancies occurring on the CABC shall be filled by the councilmember making the original appointment.
- Each councilmember is entitled to make two appointments.
- Upon election of new councilmembers, the new members make their appointments before January 1st.

Terms

- The term of appointment of each CABC member shall be from the date of appointment to the expiration of the term of the councilmember making the appointment (the term of councilmember is defined as four years, pursuant to City Code Section 54-4 and Charter Section 3-5).
- A councilmember may at any time excuse one or both appointees to the committee by giving written notification of such fact to the affected member.

References

[City Code – Article V of Chapter 2](#)

CITIZENS' ADVISORY BUDGET COMMITTEE (CABC)

2021 MEMBER ROSTER

Mustafa Abdullah 7061 S Oak Hill Cir Aurora, CO 80016 Home: 720-979-1197 Email: mabdul01@hotmail.com Appointed by Alison Coombs	Kevin Cox 1013 S Mobile St Aurora, CO 80017 Home: 303-505-9841 Email: kevincox.aurora@gmail.com Appointed by Allison Hiltz	Omar Montgomery 16299 E. Purdue Place Aurora, CO 80013 Phone: 323-632-6973 Email: omarauroranaacp@gmail.com Appointed by Crystal Murillo	Don Seven 16934 E. Whitaker Dr., Unit D Aurora, CO 80015 Phone: 720-429-4629 Email: se7enweekly@gmail.com Appointed by Angela Lawson	Michael Westerberg (Chair) 2956 S. Jasper Street Aurora, CO 80013 Home: 605-610-9130 Email: miwesterberg@icloud.com Appointed by Crystal Murillo
Candice Bailey 15524 E Evans Avenue Aurora, CO 80013 Home: 720-477-8079 Email: ananiyaasrat@gmail.com Appointed by Juan Marciano	Danielle Jurinsky 12820 East Pacific Circle, 102 Aurora, CO 80014 Home: 720-934-0412 Email: Daniellejurinsky@yahoo.com Appointed by Francoise Bergan	George Peck 13250 E. Center Avenue Aurora, CO 80012 Home: 303-343-8750 Cell: 720-220-4873 Email: geobarb1970@gmail.com Appointed by David Gruber	JulieMarie A. Shepherd Macklin (Secretary) 27781 E. Lakewood Dr. Aurora, CO 80016 Home: 720-207-7556 Email: juliemarie.shepherd@gmail.com Appointed by Curtis Gardner	Dustin Zvonek 26604 E Canyon Ave Aurora, CO 80016 Home: 303-518-1663 Email: dazvonek@yahoo.com Appointed by Francoise Bergan
Sonda Banka 16629 E. Atlantic Place Aurora, CO 80013 Home: 303-521-5331 Email: Sunnybanka@aol.com Appointed by Mike Coffman	Idris Keith 20410 E Doane Drive Aurora, CO 80013 Home: 303-803-4611 Email: info@idmkeith Appointed by Nicole Johnston	Joshua T. Reddell 28034 E. Nichols Avenue Aurora, CO 80016 Phone: 303-596-4339 Email: jtrreddell@gmail.com Appointed by Mike Coffman	Chesca A. Smotherman 2122 South Victor Street, Unit C Aurora, CO 80014 Phone: 970-618-5909 Email: chescaasmotherman@gmail.com Appointed by Juan Marciano	Finance 15151 E Alameda Pkwy Aurora, CO 80012 Phone: 303-739-7055 Greg Hays Budget Officer Email: ghays@auroragov.org Tammy Hoyle Management Assistant Email: thoyle@auroragov.org Ponderosa Room 303-326-8918
Tikneshia L. Beauford 15129 E Wesley Avenue Aurora, CO 80014 Home: 303-437-1676 Email: Tish0413@gmail.com Appointed by Alison Coombs	Danielle Lammon 25387 E Arbor Drive Aurora, CO 80016 Phone: 719-232-7756 Email: sixlammons@gmail.com Appointed by Curtis Gardner	David Rich 13811 E. Stanford Place Aurora, CO 80015 Home: 303-693-4489 Cell: 303-638-1650 Email: davidmrich@comcast.net Appointed by Marsha Berzins	Katrice Traylor 1013 S. Mobile St Aurora, CO 80017 Home: 303-522-0313 Email: kattraylor@gmail.com Appointed by Nicole Johnston	
Reno Carollo 12598 E Bates Circle Aurora, CO Cell: 720-985-5830 Email: renocarollo@gmail.com Appointed by Angela Lawson	Brian Matise 5378 S Harvest Way Aurora, CO 80016 Phone: 720-934-7103 Email: brian@bkmatise.com Appointed by Allison Hiltz	Jonathan Scott (Vice Chair) 12364 E. Cedar Circle Aurora, CO 80012 Phone: 720-427-7532 Email: jono-scott@comcast.net Appointed by Marsha Berzins	Craig Upston 18591 E Radcliff Pl Aurora, CO 80015 Phone: 720-251-9579 Email: craig_u@yahoo.com Appointed by David Gruber	



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to appoint one (1) member, and reappoint one (1) member the to Human Relations Commission
Item Initiator: Janice Napper, Diversity, Equity & Inclusion Officer
Staff Source/Legal Source: Kadee Rodriguez, City Clerk, General Management/Dave Lathers, Sr. Asst. City Attorney
Outside Speaker: N/A
Council Goal: 2012: 5.3--Aggressively pursue primary job attraction, retention and expansion

COUNCIL MEETING DATES:

Study Session: 12/13/2021

Regular Meeting: 12/20/2021

ITEM DETAILS:

Consideration to appoint one (1) member and reappoint one (1) member to the Human Relations Commission

- Sponsor name: Janice Napper, Diversity, Equity & Inclusion Officer
- Staff source name: Kadee Rodriguez, City Clerk, General Management

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

- | | |
|---|--|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input checked="" type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Recommendation Report Attached

☐ Minutes Attached

☐ Minutes Not Available

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

The Human Relations Commission (HRC) consists of eleven (11) voting members appointed by the Aurora City Council. Five vacancies currently exist; one candidate is proposed for appointment and one for reappointment.

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

Jillian McNaughton (New Appointment)

Jillian McNaughton submitted an application to the HRC on September 16, 2021. Ms. McNaughton has been a recent resident of Aurora for 2.5 years. She has 10 years of experience in the mental health profession and possesses considerable experience and expertise in providing services to all in the community. Ms. McNaughton earned an Associates Degree in Sociology with a BS in Psychology and an MS in Psychology. Ms. McNaughton is very enthusiastic about getting involved in the community. Ms. McNaughton feels very passionately about the importance of representing the underserved in our community. Ms. McNaughton is very eager to join the Human Relations Commission, believing her background and passion for mental health will aid the Commission in their mission.

Amy Wiles (Reappointment)

Amy Wiles represents Ward VI. She has a BA in Sociology from CU Denver and a Master of Nonprofit Management from Regis University. Ms. Wiles participated in Leadership Aurora in 2012. She believes that community involvement is key and that everyone should play a part in local government. Ms. Wiles has been serving as vice-chair on the Commission and is a vital part of making the Human Relations Commission successful.

At the November 3, 2021 meeting, the Human Relations Commission voted unanimously to support the appointment of Jillian McNaughton and reappointment of Amy Wiles.

QUESTIONS FOR COUNCIL

Does City Council wish to move this item forward to the formal agenda?

LEGAL COMMENTS

The Human Relations Commission consists of 12 voting members, including a youth member, one nonvoting member (appointed by the City manager), one alternate member who shall not be entitled to vote, and one youth alternate who shall not be entitled to vote. The 12 voting members and the alternate members shall be of voting age and be registered electors. The 12 voting members and the alternative members shall be of voting age, registered electors, and shall be appointed and serve pursuant to Charter section 9-1 and Code section 2-772. The members shall be broadly representative of all citizens, and shall reflect, as far as possible, the religious, ethnic, and age groups of the community. (City Code Section 82-27). The functions and duties of the human relations commission shall include but not be limited to providing the city council with information concerning changing social conditions, reviewing for

accountability those external human service agencies that receive funds from the city, working toward solving social problems and improving social conditions, hearing complaints of alleged discrimination, developing and implementing educational programs, and submitting reports of the various activities undertaken by the commission. (City Code Section 82-28) (Lathers)

PUBLIC FINANCIAL IMPACT

☐ YES ☒ NO

If yes, explain:

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain:



MEMORANDUM

TO: Mayor Coffman and Members of City Council

FROM: Janice Napper, Diversity, Equity & Inclusion Officer

THROUGH: Kadee Rodriguez, City Clerk, General Management

DATE: November 4, 2021

SUBJECT: New Appointment to the HRC/Reappointment to the HRC

The Human Relations Commission (HRC) consists of eleven (11) voting members appointed by the Aurora City Council. Five vacancies currently exist; one candidate is proposed for appointment.

Summary

Jillian McNaughton (New Appointment)

Jillian McNaughton submitted an application to the HRC on September 16, 2021. Ms. McNaughton has been a recent resident of Aurora for 2.5 years. She has 10 years of experience in the mental health profession and possesses considerable experience and expertise in providing services to all in the community. Ms. McNaughton earned an Associates Degree in Sociology with a BS in Psychology and an MS in Psychology. Ms. McNaughton is very enthusiastic about getting involved in the community. Ms. McNaughton feels very passionately about the importance of representing the underserved in our community. Mr. McMahon is very eager to join the Human Relations Commission, believing her background and passion for mental health will aid the Commission in their mission.

Amy Wiles (Re-Appointment)

Amy Wiles represents Ward VI. She has a BA in Sociology from CU Denver and a Master of Nonprofit Management from Regis University. Ms. Wiles participated in Leadership Aurora in 2012. She believes that community involvement is key and that everyone should play a part in local government. Ms. Wiles has been serving as vice-chair on the Commission and is a vital part of making the Human Relations Commission successful.

At the November 3, 2021 meeting, the Human Relations Commission voted unanimously to support of the appointment of Jillian McNaughton and the reappointment of Amy Wiles.

Date:

10/26/2021

City of Aurora
APPLICATION FOR APPOINTMENT
 PLEASE TYPE OR PRINT CLEARLY

Ward No.

Board/Commission Applying For:

Human Relations Commission**PERSONAL INFORMATION:**

Name: AMY WILES			How long in Aurora?: 22 years
Home Address: 186 N Newcastle way Aurora CO		Zip: 80018	
E-mail address: [REDACTED]	Date of Birth: [REDACTED]	Home Phone: [REDACTED]	Work Phone: [REDACTED]

HIGHEST LEVEL OF EDUCATION OR DEGREE EARNED:

Yrs. Completed: 18	Degree(s): Masters of Nonprofit Management, BA of sociology
Colleges: Regis University /CU Denver	

EMPLOYMENT:

Employer Name/Address: United Health Group	Position: Manager of Acct Mgmt	How long? 2.5 years
Work Experience: Health Insurance/Changemgmt	Certifications: Change Management- Cornell Univ	

COMMUNITY INVOLVEMENT:

DO YOU PRESENTLY SERVE IN ANY OTHER APPOINTED POSITION ON A BOARD, COMMISSION OR COMMITTEE? <input type="checkbox"/> Yes x <input checked="" type="checkbox"/> No
If yes, what position:

INTERESTS/ACTIVITIES:

Photography, volunteering

WHY DO YOU DESIRE THIS APPOINTMENT:

I am currently on the commission and serve as Vice Chair and would like to continue for another term

PLEASE GIVE THREE REFERENCES:

Name: Ashley Mason	Address:	Phone: [REDACTED]
Name: Jaimie Atencio	Address: 320 Patsburg Aurora CO	Phone: [REDACTED]
Name: Louisa Espinosa	Address: 4761 Pagosa Cir	Phone: [REDACTED]

I certify that the foregoing information is true and correct.

Amy Wiles
 (Volunteer's name printed)

Amy Wiles
 (Volunteer's signature)

10/26/2021
 (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-)

<p>How did you hear about us:</p> <p><input type="checkbox"/> Newspaper: _____</p> <p><input type="checkbox"/> News Aurora (water bill newsletter)</p> <p><input type="checkbox"/> Channel 8</p> <p><input type="checkbox"/> Word of Mouth</p> <p><input checked="" type="checkbox"/> x Other: <u>current member</u></p>	<p>Ethnic Background:</p> <p><input checked="" type="checkbox"/> x <input type="checkbox"/> White</p> <p><input type="checkbox"/> Black/African American</p> <p><input type="checkbox"/> Hispanic/ Latino</p> <p><input type="checkbox"/> Asian</p> <p><input type="checkbox"/> Native Hawaiian or other Pacific Islander</p> <p><input type="checkbox"/> American Indian or Alaska Native</p> <p><input type="checkbox"/> Two or more races</p> <hr/> <p>Gender:</p> <p><input type="checkbox"/> Male <input checked="" type="checkbox"/> x <input type="checkbox"/> Female</p>
---	---

FOR OFFICE USE ONLY:

<p>Date Received: _____</p> <p>Excel Entry Date: _____</p> <p>Initials: _____</p>	
--	--

The Honorable Mayor Coffman
Aurora City Council
15151 E. Alameda Parkway
Aurora, CO 80012-1553

RE: Application for reappointment to ____ Human Relations Commission

Dear Mayor and Members of the Aurora City Council:

My term of office on the above-named board has recently expired or will expire soon. I am interested in serving an additional term;

I hope you will sincerely consider my application and reappointment.

Sincerely,

Amy Wiles

Signature

Amy Wiles

Printed name

Human Relations Commission

Name of Board/Commission

10/26/2021

Date

Date:

9/16/2021

City of Aurora
APPLICATION FOR APPOINTMENT
 PLEASE TYPE OR PRINT CLEARLY

Ward No.

Application kept for One Year. May Attach Resume.

Board/Commission Applying For:

Human Relations Commission

PERSONAL INFORMATION:

Name: JILLIAN MCNAUGHTON		How long in Aurora: 3 years	
Home Address: 14937 E Wagontail Pl		Zip: 80015	Registered to Vote: Yes
e-mail address: [REDACTED]	**Date of Birth: [REDACTED]	Home Phone: [REDACTED]	Work Phone: [REDACTED]

EDUCATION:****Required to verify voter registration**

Yrs. Completed: 10	Degree(s): Associates in Sociology, BS in Psychology, MS in Psychology
Colleges: Rose State College, University of Central Oklahoma, University of Phoenix	

EMPLOYMENT:

Employer Name/Address: Oregon Council of Child & Adolescent Psychiatry – Portland, OR – work remotely	Position: Executive Director	How long? 1 year
Work Experience: Manage all administrative functions, collaborate with the board, organize conferences	Certifications: Notary Public	

COMMUNITY INVOLVEMENT:

Currently none, looking to get involved in the community more.	
DO YOU PRESENTLY SERVE IN ANY OTHER APPOINTED POSITION ON A BOARD, COMMISSION OR COMMITTEE? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If yes, what position: N/A	

INTERESTS/ACTIVITIES:

I enjoy cooking, gardening, crafting, yoga, being outdoors, spolling my dog, travelling with my husband.

WHY DO YOU DESIRE THIS APPOINTMENT:

All of my positions now and in the past have been focused on building & retaining relationships within the organization and externally. This opening is appealing because it collaborates with youth whose voices are so often not heard.
How much time do you anticipate being able to spend on this appointment each month? 10 hours

PLEASE GIVE THREE REFERENCES:

Name: Bonnie Graham	Address: 960 Ursual St, Aurora, 80011	Phone: [REDACTED]
Name: Stephanie Johnson	Address: 679 S Reed Ct #5-302, Lakewood, 80226	Phone: [REDACTED]
Name: Cristina Schutz	Address: 8500 E Mississippi #105	Phone: [REDACTED]

I certify that the foregoing information is true and correct.

Jillian McNaughton
 (Volunteer's name printed)

Jillian McNaughton
 (Volunteer's signature)

9/16/2021
 (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-)

Jillian McNaughton

Administrative professional with a passion for helping others.

EMAIL

[REDACTED]

PHONE

[REDACTED]

Skills

- Customer Success
- Event Planning
- Grants
- Executive Support
- Office Management
- Weebly
- Relationship Building
- CRM Software
- G-Suite
- Microsoft Office
- Notary Public
- Payroll Software
- SharePoint
- Zoom

Education

B.S.

Sociology

University of Central Oklahoma

M.S.

Psychology, Industrial /

Organizational focus

University of Phoenix

Certifications

Notary Public

State of Colorado

2016

Work Experience

Executive Director

Oregon Council of Child & Adolescent Psychiatry

Sep 2020 – Present

Portland, OR

- Provide all administrative functions and work closely with the Executive Council to execute the organizational goals.
- Work remotely

Executive Assistant to the Vice President

Mental Health Center of Denver

Nov 2014 – Feb 2020

Denver, CO

- Provided administrative support to the Vice President and Directors of the Adult Recovery Services (ARS) department by managing schedules, travel arrangements and training coordination
- Assisted the VP and ARS department with projects and program development by effectively communicating multiple project goals and deadlines, assuring items are completed on time
- Researched and updated policies and procedures; managed multiple license renewals for clinic and 14 residential sites, in accordance with the Colorado Department of Health and Environment regulations
- Researched opportunities and prepared & tracked Memorandums of Understanding with partner agencies
- Organized department and agency wide staff and community events
- Fostered and maintained positive relationships among the ARS department and across the organization

Front Office Manager

Mental Health Center of Denver

Oct 2015 – Jun 2016

Denver, CO

- Collaborated with Program Managers to provide for the overall administrative functioning of the clinic
- Hired, trained, and coordinated duties for administrative support positions
- Managed office equipment and supply orders; maintained petty cash and contingency fund accounts for multiple teams
- Coordinated and organized department wide staff appreciation events, assisted with organization of agency wide appreciation events

Administrative Assistant II

Mental Health Center of Denver

Nov 2014 – Oct 2015

Denver, CO

- Provided administrative support for the 24/7 Walk-In Crisis Center and Program Manager
- Scheduled staff and monthly team meetings

- Coordinated and facilitated tours with outside agencies and community partners
- Developed tracking systems for consumer data; maintained documentation requirements in accordance with Community Crisis Connection standards
- Created a welcoming and calm environment for those we serve and staff; assisted those we serve with intake paperwork
- Provided training to staff on Language Line, Deaf & Hard of Hearing and telepsychiatry technologies

Development Assistant & Annual Fund Manager
Oklahoma Contemporary Arts Center

Feb 2014 – Sep 2014
Oklahoma City, OK

- Managed Annual Fund appeal, processed donations, prepared acknowledgement letters, maintained foundation, corporation and individual donor files, event preparation and management
- Conducted preliminary research on prospective corporate foundation & individual donors
- Reconciled all payments in donor software; prepared and submitted grant applications

General Manager
Leaf + Bean

Nov 2012 – Feb 2014
Oklahoma City, OK

- Managed daily operations of the start-up coffee shop while the owner lived abroad
- Developed and implemented policies & procedures; processed all employee HR paperwork and payroll
- Responsible for recruitment, training baristas, and enforcement of health department regulations
- Reconciled daily cash, bank deposits; managed monthly spending, inventory and supply orders

Membership Director
Midwest City YMCA

May 2000 – Oct 2012
Midwest City, OK

- Managed daily functions of the Membership department including recruitment, supervision, training, and staff development for all Member Services staff & Member Services Coordinator
- Represented the association at health fairs and recruitment events
- Built strategic relationships to support YMCA programming
- Implemented Association-wide marketing plan and developed site-specific marketing materials
- Planned & implemented membership trainings for Association staff. Planned engagement activities for members and the community
- Fiscal management of annual Membership department budget, membership outreach campaigns, and membership sales and retention
- Recruited and led volunteers for annual Community Support Campaign and the Community Services / Member Retention committee



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to appoint one (1) member to the Aurora Commission for Older Adults
Item Initiator: Brooke Bell, Director of Parks, Recreation & Open Space Department
Staff Source/Legal Source: Kadee Rodriguez, City Clerk, General Managaement/Dave Lathers, Sr. Asst. City Atty.
Outside Speaker: N/A
Council Goal: 2012: 1.2--Develop neighborhood and community relationships

COUNCIL MEETING DATES:

Study Session: 12/13/2021

Regular Meeting: 12/20/2021

ITEM DETAILS:

- Consideration to appoint one (1) member to the Aurora Commission for Older Adults
- Sponsor: Brooke Bell, Director of Parks, Recreation & Open Space Department
- Staff source name and title / Legal source name and title: Kadee Rodriguez, City Clerk, General Management/Dave Lathers, Sr. Asst. City Atty.

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

- | | |
|---|--|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input checked="" type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

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

The ACFOA is made up of nine members, and currently has three vacancies with one applicant seeking appointment. The commission is seeking the appointment of this applicant to serve on the commission.

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

Frankiemae Perry, Ward IV

Ms. Frankiemae Perry is a seven-year resident of Aurora. She is a retired teacher, who loves to give back to her community. Frankiemae volunteers at the Food Bank of the Rockies, as an announcer for local non-profit radio station (Denver Open Media), and the Aurora Center for Active Adults (ACAA)..

Frankiemae's passion is education, older adults and veterans. She continues to work occasionally as a substitute teacher, she is a caregiver for a veteran who has dementia, and who happens to be her older brother and an older adult. The other commissioners see her as a well-spoken professional with a deep love for helping people. Frankiemae wants to impact the lives of older adults and veterans through advocating for projects, services and policies that improve their quality of life. She believes her strengths are public speaking, dependability and integrity.

In conclusion, the Aurora Commission for Older Adults respectfully suggests the appointment of Ms. Frankiemae Perry.

QUESTIONS FOR COUNCIL

Does Council wish to move this item forward to the regular agenda?

LEGAL COMMENTS

The Aurora Commission For 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 with consideration given to their contribution and interest in senior concerns. No person may service more than two consecutive terms of three years each. 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. (City Code Section 2-812) (Lathers).

PUBLIC FINANCIAL IMPACT

☐ YES ☒ NO

If yes, explain:

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain:

MEMORANDUM



City of Aurora

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To: Mayor Mike Coffman
Members of City Council

Through: Kadee Rodriguez, City Clerk
Patricia Varney, City Clerk Analyst
Brooke Bell, Director of Parks, Recreation and Open Space Department
Joe Sack, Manager of Recreation Division
Beth Yacono, Acting Superintendent of Recreation Programs

From: Ronald Roulhac, Staff Liaison, Aurora Commission for Older Adults

Date: October 8, 2021

Subject: Aurora Commission for Older Adults Applicants

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

The ACS is made up of nine members, and currently has three vacancies with one applicant seeking appointment. The commission is seeking the appointment of this applicant to serve on the commission.

Frankiemae Perry, Ward IV

Ms. Frankiemae Perry is a seven-year resident of Aurora. She is a retired teacher, who loves to give back to her community. Frankiemae volunteers at the Food Bank of the Rockies, as an announcer for local non-profit radio station (Denver Open Media), and the ACAA.

Frankiemae's passion is education, older adults and veterans. She continues to work occasionally as a substitute teacher, she is a caregiver for a veteran who has dementia, and who happens to be her older brother and an older adult. The other commissioners see her as a well-spoken professional with a deep love for helping people. Frankiemae wants to impact the lives of older adults and veterans through advocating for projects, services and policies that improve their quality of life. She believes her strengths are public speaking, dependability and integrity.

In conclusion, the Aurora Commission for Older Adults respectfully suggests the appointment of Ms. Frankiemae Perry.

Commissioner" for the Aurora Commission for Older Adults.

Frankiemae Perry
719-205-4833

Date: 07/30/2021

Ward No: 2

Board/Commission Applying For:

Commissioner" for the Aurora Commission for Older Adults.

Name: Frankiemae Perry
Home Address: 17894 E Tennessee Avenue
City: Aurora
Zip: 80017
Work Phone:
How Long in Aurora: 7 yrs
Register to Vote: Yes

EDUCATION:

Years Completed: 4
Degree(s): B of S in Music Education Elementary Education
Colleges: University of NE-Lincoln Midland Lutheran College University of Co at Colorado Springs

EMPLOYMENT:

Employer Name: Retired from Denver Public Schools Employer Address:
Position: Teacher
How Long?: 5 Years
Work Experience:
Certifications: Colorado Teacher Certification

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:

APPOINTMENT:

Why do you desire this appointment?

How much time do you anticipate being able to spend on this appointment each month?: 6 to 8 hours per month

PLEASE GIVE THREE REFERENCES:

Name: Ronald Roulhac

Address:

Phone:

Name: Dr. Traci Cullins-Clark

Address:

Phone:

Name: Mavis Cain

Address:

Phone:



CITY OF AURORA

Council Agenda Commentary

Item Title: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPOINTING MEMBERS OF THE BOARD OF DIRECTORS OF THE HAVANA BUSINESS IMPROVEMENT DISTRICT

Item Initiator: Chad Argentar – Senior Project Manager – Planning & Development Services

Staff Source/Legal Source: Chad Argentar – Senior Project Manager – Planning & Development Services/Hans Hernandez, Assistant City Attorney

Outside Speaker: N/A

Council Goal: 2012: 5.1--Support an environment conducive to business development and expansion

COUNCIL MEETING DATES:

Study Session: 12/13/2021

Regular Meeting: 12/27/2021

ITEM DETAILS:

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

Staff Source: Chad Argentar, Senior Project Manager; Hans Hernandez, Assistant City Attorney

Presentation Time: 2 minutes (if requested)

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

- | | |
|---|--|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input checked="" type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

- | | |
|---|---|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input type="checkbox"/> 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 September 2007, the Aurora City Council established the Havana Business Improvement District, through the adoption of Ordinance No. 2007-36, the "Organizing Ordinance". This legislation also approved the Board of Directors and annual Operating Plan and Budget. The ballot issue establishing a 4.5 Mill Levy real property tax was approved in the November, 2007 election. The original Havana Business Improvement District (BID) Board appointments were approved through Council resolution. Section 5 of the Organizing Ordinance, creating the Havana BID, provides that within thirty (30) days following the date on which there is a vacancy on the Board of Directors of the District, a successor shall be appointed by resolution of the City Council.

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

The Havana BID Board (the Board) currently has three (3) vacancies vacancy as a result of one prior member relocating to a different city (Sean Choi) and two other members no longer operating businesses within the BID (Gary Sliger and Finn Ruehrdanz). The Board has requested the appointment of the following people: 1) Kerstin Hitchcock, new owner of Gary's Full-Service Auto Shop whose prior owner, Gary Sliger, resigned from the Board upon sale of his business; 2) Jennifer Dunn, Senior Vice President of First Bank on Havana Street (former Board member, Sean Choi from First Bank relocated to a different city); and 3) Alex Lee with New Gate Construction who has been an active participant in Havana BID activities. On November 17, 2021, the Board voted unanimously to recommend to City Council that Kerstin Hitchcock, Jennifer Dunn and Alex Lee be appointed to the Board. The Board recommendation letter with additional information about the three Board candidates as well as their elector forms are attached.

QUESTIONS FOR COUNCIL

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

LEGAL COMMENTS

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

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, APPOINTING THREE MEMBERS TO THE BOARD OF
DIRECTORS OF THE HAVANA BUSINESS IMPROVEMENT DISTRICT

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

WHEREAS, there are currently three vacancies on the Board of Directors of the District (the “Board”); and

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

WHEREAS, the District has recommended that Mrs. Kerstin Hitchcock, Mrs. Jennifer Dunn, and Mr. Alex Lee fill the existing vacancies; and

WHEREAS, Mrs. Kerstin Hitchcock, Mrs. Jennifer Dunn, and Mr. Alex Lee are electors of the District, as defined by Section 31-25-1203(4)(a), C.R.S., and are therefore qualified for membership on the Board.

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

Section 1. Mrs. Kerstin Hitchcock, Mrs. Jennifer Dunn, and Mr. Alex Lee are hereby appointed to fill the existing vacancies on the Board of Directors of the Havana Business Improvement District.

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

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

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

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


RESOLVED AND PASSED this _____ day of _____, 2021.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

 RLA

HANOSKY HERNANDEZ,
Assistant City Attorney