



NOTICE OF COUNCIL MEETING

Monday, January 13, 2025

Members of the public and media are invited to attend in person or remotely through the options listed below.

View or Listen Live

Live streamed at www.auroraTV.org

[Youtube.com/TheAuroraChannel](https://www.youtube.com/TheAuroraChannel)

Cable Channels 8 and 880 in Aurora

In-person Participation

Members of the public may participate in-person at the Aurora Municipal Center, Paul Tauer Aurora City Council Chamber, 15151 E. Alameda Pkwy. The building opens at 4:45 p.m. on the day of the council meeting.

Public comment is welcome for items appearing on the agenda or on any matter of city concern. Speakers must appear in person and speak from the podium. Each speaker is allotted a maximum of three minutes to speak.

- **Public Invited to be Heard:** One hour is dedicated to public comment on items **not** listed on the agenda at the beginning of every regular council meeting. Individuals may register to speak by completing a speaker slip upon arrival at the Paul Tauer Aurora City Council Chamber on the day of the Council Meeting. Individuals must complete the speaker slip and return it to the city clerk between 5 p.m. and no later than 6:20 p.m. on the day of the council meeting
- **Public Comment on Agenda Item:** Thirty (30) minutes are dedicated to public comment per agenda item, with the exception of Public Hearings. The public is invited to comment in support of or to oppose any item listed on the agenda. Those wishing to comment on an agenda item must register in advance by completing the 'Public Comment on Agenda Item' online registration form between 8 a.m. on the Friday before the council meeting, and 1 p.m. on the day of the council meeting.

Those wishing to comment on an agenda item listed under the PUBLIC HEARING category may either register online as noted above, or complete a speaker slip upon arrival at the Paul Tauer Aurora City Council Chamber and return the speaker slip to the city clerk before the Public Hearing agenda item title is read.

Translation/Accessibility

The city provides closed captioning services on Cable Channels 8 and 880. The Aurora Municipal Center is wheelchair accessible with entry ramps and accessible parking located on the west and east side of the building. Please make your request for accommodations or assistance by noon on the Friday preceding the Monday meeting by contacting the Office of Accessibility at 303.326.8857.

If you are in need of an interpreter, please contact the Office of International and Immigrant Affairs at 303-739-7521 by Monday, January 13, 2025 at 9:00 a.m. (Si necesita un intérprete, comuníquese con la oficina de asuntos internacionales e inmigrantes en 303-739-7521 por el domingo anterior a la reunion del lunes.)



City of Aurora, Colorado

Monday, January 13, 2025

AURORA URBAN RENEWAL AUTHORITY

(Open to the Public)

AURORA ROOM

3:50 p.m.

EXECUTIVE SESSION

(Closed to the Public)

AURORA ROOM

4:15 p.m.

STUDY SESSION OF THE AURORA CITY COUNCIL

(Open to the Public via live stream in the Paul Tauer Aurora City Council Chamber)

AURORA ROOM

5:15 p.m.

REGULAR MEETING OF THE AURORA CITY COUNCIL

(Open to the Public)

PAUL TAUER AURORA CITY COUNCIL CHAMBER

6:30 p.m.



AGENDA

Regular Meeting of the Aurora City Council

Monday, January 13, 2025

6:30 p.m.

Paul Tauer Aurora City Council Chamber
15151 E Alameda Parkway
Aurora, CO 80012

Pages

1. CALL TO ORDER

2. ROLL CALL

3. INVOCATION/MOMENT OF SILENCE

4. PLEDGE OF ALLEGIANCE

5. EXECUTIVE SESSION UPDATE

6. APPROVAL OF MINUTES

6.a December 16, 2024 Meeting Minutes

7

7. PROCLAMATIONS OR CEREMONIES

7.a Swearing-in Ceremony of Presiding Judge, Current Associate Judges, and
Current Relief Judges

Don Toussaint, 18th Judicial District Court

7.b Swearing-in Ceremony of Appointed At-Large Council Member Amsalu
Kassaw

Shawn Day, Presiding Judge, Aurora Municipal Court

8. PUBLIC INVITED TO BE HEARD

(non-agenda related issues only)

9. ADOPTION OF THE AGENDA

10. CONSENT CALENDAR - MOTIONS

Any member of Council may request an item be removed from Consent Calendar and considered separately. Removed items are considered immediately following the adoption of the Consent Calendar.

10.a Motions

10.a.1 Visit Aurora 2025 Professional Services Agreement 19

Kim Stuart, Director of Communications and Marketing / Kim Skaggs, Assistant City Attorney

10.b Planning Matters

10.c Appointments to Boards and Commissions

10.c.1 Consideration to Remove Two (2) Members from the Aurora Youth Commission 38

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

10.c.2 Consideration to Reappoint One (1) Member to the General Employees' Retirement Board 43

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

11. CONSENT CALENDAR - RESOLUTIONS AND ORDINANCES

Any member of Council may request an item be removed from Consent Calendar and considered separately. Removed items are considered immediately following the adoption of the Consent Calendar.

11.a Resolutions

- 11.a.1 **Intergovernmental Agreement (IGA) with Elbert County and MU Elora LLC for County Line and Delbert Intersection Signal Funding** 50
- R2025-01** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO, THE BOARD OF COUNTY COMMISSIONERS OF ELBERT COUNTY, COLORADO, AND MU ELORA LLC, FOR THE CONSTRUCTION OF A TRAFFIC SIGNAL AT THE INTERSECTION OF COUNTY ROAD 194 AND DELBERT ROAD
- Haley Johansen, City Engineer, Development Services / Brian Rulla, Assistant City Attorney
-
- 11.a.2 **Intergovernmental Agreement (IGA) for County Line Maintenance with Arapahoe and Elbert Counties** 69
- R2025-02** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL’S SUPPORT OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA COLORADO, THE BOARD OF COUNTY COMMISSIONERS FOR THE COUNTY OF ARAPAHOE AND THE BOARD OF COUNTY COMMISSIONERS FOR THE COUNTY OF ELBERT
- Haley Johansen, City Engineer, Development Services / Ian Best, Assistant City Attorney
-
- 11.a.3 **Intergovernmental Agreement (IGA) with Colorado Parks and Wildlife Commission for a Lease Extension** 96
- R2025-03** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL’S SUPPORT OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA COLORADO ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND THE STATE OF COLORADO DEPARTMENT OF NATURAL RESOURCES
- Alexandra Davis, Assistant General Manager of Water Supply and Demand, Aurora Water / Ian Best, Assistant City Attorney

- 11.a.4 E-470 Reclaimed Wastewater Agreement 107**
- R2025-04** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL’S APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO, ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND THE E-470 PUBLIC HIGHWAY AUTHORITY FOR DELIVERY OF RECLAIMED WASTEWATER
- Alexandra Davis, Assistant General Manager of Water Supply and Demand, Aurora Water / Ian Best, Assistant City Attorney
- 11.a.5 Immigration Support 145**
- R2025-05** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, SUPPORTING IMMIGRANT COMMUNITIES AND AFFIRMING COMMITMENT TO THE AURORA IMMIGRANT INTEGRATION PLAN 2020-2030
- Sponsor: Alison Coombs, Council Member
- Jason Batchelor, City Manager / Andrea Wood, Assistant City Attorney
- 11.a.6 Rules of Order And Procedure: Amending Rules Concerning Public Invited to be Heard 152**
- R2025-06** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, TO AMEND THE RULES OF ORDER AND PROCEDURE FOR THE AURORA, COLORADO, CITY COUNCIL CONCERNING PUBLIC INVITED TO BE HEARD
- Sponsor: Stephanie Hancock, Council Member / Danielle Jurinsky, Council Member
- Jason Batchelor, City Manager / Andrea Wood, Assistant City Attorney
- 11.b Finalizing of Ordinances**
- Ordinances approved unanimously at first reading.*

11.b.1	Adoption of the 2024 Model Traffic Code	159
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2024-83 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS 134-1, AND 134-8; AND REPEALING SECTION 134-2(n)(3) OF THE CITY CODE PERTAINING TO ADOPTION OF THE 2024 MODEL TRAFFIC CODE AND LOCAL AMENDMENTS

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

11.b.2	Minor Text Updates to City Code Chapter 135 Oil and Gas Manual	168
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2024-84 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS OF CHAPTER 135 OF THE CITY CODE

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

12. PUBLIC HEARINGS

Public hearings with or without related ordinances.

12.a	Tower Church Rezone – Zoning Map Amendment	221
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2025-01 A PUBLIC HEARING FOR CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FOR A ZONING MAP AMENDMENT TO REZONE 4.285 ACRES OF LAND TO MEDIUM DENSITY MULTI-FAMILY DISTRICT (R-3), LOCATED AT THE NORTHWEST CORNER OF EAST 22ND PLACE AND CATHAY STREET (TOWER CHURCH REZONE)

Stacy Wasinger, Senior Planner, Planning and Business Development / Lena McClelland, Assistant City Attorney

13. INTRODUCTION OF ORDINANCES

14. FINALIZING OF ORDINANCES

Ordinances not approved unanimously at first reading.

15. ANNEXATIONS

16. RECONSIDERATIONS AND CALL UPS

17. GENERAL BUSINESS

18. REPORTS

18.a Mayor

18.b Council

19. ADJOURNMENT

MINUTES

Regular Meeting of the Aurora City Council

Monday, December 16, 2024

COUNCIL MEMBERS PRESENT:	Mayor Coffman	Danielle Jurinsky
	Françoise Bergan	Angela Lawson
	Alison Coombs	Ruben Medina
	Curtis Gardner	Crystal Murillo
	Stephanie Hancock	Steve Sundberg

1. CALL TO ORDER

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

2. ROLL CALL

3. INVOCATION/MOMENT OF SILENCE

Mayor Coffman led in prayer for the December 16, 2024 meeting.

4. PLEDGE OF ALLEGIANCE

(All Standing)

Mayor Coffman read a land acknowledgment.

5. EXECUTIVE SESSION UPDATE

None.

6. APPROVAL OF MINUTES

6.a December 2, 2024 Meeting Minutes

Moved by: Steve Sundberg

Second by: Françoise Bergan

Does Council wish to approve the minutes of the 12/02/2024 meeting?

Voting Aye: (10): Mayor Coffman, Françoise Bergan, Alison Coombs, Curtis Gardner, Stephanie Hancock, Danielle Jurinsky, Angela Lawson, Ruben Medina, Crystal Murillo, and Steve Sundberg

7. PROCLAMATIONS OR CEREMONIES

8. 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.

(non-agenda related issues only)

Council heard public testimony on non-agenda related items.

Moved by: Mayor Coffman

Second by: Alison Coombs

Does Council wish to suspend Council Rules to allow a poll for item 17.a.?

Voting Aye: (9): Mayor Coffman, Françoise Bergan, Alison Coombs, Stephanie Hancock, Danielle Jurinsky, Angela Lawson, Ruben Medina, Crystal Murillo, and Steve Sundberg

Voting Nay: (1): Curtis Gardner

Moved by: Alison Coombs

Second by: Ruben Medina

Does Council wish to suspend Council Rules to extend PITBH time limit?

Voting Aye: (3): Alison Coombs, Ruben Medina, and Crystal Murillo

Voting Nay: (7): Mayor Coffman, Françoise Bergan, Curtis Gardner, Stephanie Hancock, Danielle Jurinsky, Angela Lawson, and Steve Sundberg

CM Coombs clarified that when she stood for the statement that Kilyn Lewis and all people in our city who have been murdered should still be alive, she was not standing in representation of all of her colleagues on Council, but in representation of the 37,485 people who voted for her. She added that when she speaks not with the majority, she is speaking as a council member and for the people who voted for her.

Mayor Coffman commented that was a violation of the rule.

CM Coombs expressed that speaking from the podium is not a violation of the rule and past council members have done that.

Mayor Coffman clarified that the rule was violated by standing.

CM Murillo asked what rule was violated.

Mayor Coffman deferred to the city attorney.

P. Schulte responded.

CM Murillo voiced that the point of clarification is that it is not actually a rule violation and law is about interpretation. She asked P. Schulte to clarify as a citizen of Aurora their right to public and speech.

P. Schulte responded that any member of the community, including council members, can sign up to speak during public invited to heard if they are speaking in their individual capacity and not on behalf of the Council. He clarified that for the body to be making a message, there needs to be a vote.

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.

CM Murillo noted that they followed the rules by signing up.

9. ADOPTION OF THE AGENDA

Moved by: Curtis Gardner

Second by: Danielle Jurinsky

Does Council wish to adopt the agenda with item 11.a.1 removed?

Voting Aye: (10): Mayor Coffman, Françoise Bergan, Alison Coombs, Curtis Gardner, Stephanie Hancock, Danielle Jurinsky, Angela Lawson, Ruben Medina, Crystal Murillo, and Steve Sundberg

10. CONSENT CALENDAR - MOTIONS

Any member of Council may request an item be removed from Consent Calendar and considered separately. Removed items are considered immediately following the adoption of the Consent Calendar.

Moved by: Curtis Gardner

Second by: Steve Sundberg

Does Council wish to approve the Motions Consent Calendar as presented?

Voting Aye: (10): Mayor Coffman, Françoise Bergan, Alison Coombs, Curtis Gardner, Stephanie Hancock, Danielle Jurinsky, Angela Lawson, Ruben Medina, Crystal Murillo, and Steve Sundberg

10.a Motions

10.a.1 2025 Aurora Sister Cities International Professional Services Agreement

Sponsor: Françoise Bergan, Council Member

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

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

10.b Planning Matters

10.c Appointments to Boards and Commissions

10.c.1 Consideration to Remove One (1) Member from the Historic Preservation Commission

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

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

10.c.2 Consideration to Reappoint One (1) Member and to Appoint Two (2) Members to the Commission for Older Adults

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

10.c.3 Consideration to Appoint One (1) Member to the Veterans Affairs Commission

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

10.c.4 Consideration to Appoint One (1) Member to the Metro Water Recovery District Board

Marshall Brown, General Manager, Aurora Water / Ian Best, Assistant City Attorney

10.c.5 Consideration to Appoint Nine (9) Members to the Infrastructure Task Force

Sponsor: Curtis Gardner, Council Member / Françoise Bergan, Council Member

Laura Perry, Deputy City Manager, General Management / Tim Joyce, Assistant City Attorney

11. CONSENT CALENDAR - RESOLUTIONS AND ORDINANCES

Any member of Council may request an item be removed from Consent Calendar and considered separately. Removed items are considered immediately following the adoption of the Consent Calendar.

Moved by: Curtis Gardner

Second by: Angela Lawson

Does Council wish to approve the Resolutions and Ordinances Consent Calendar?

Voting Aye: (9): Françoise Bergan, Alison Coombs, Curtis Gardner, Stephanie Hancock, Danielle Jurinsky, Angela Lawson, Ruben Medina, Crystal Murillo, and Steve Sundberg

11.a Resolutions

11.a.1 Consideration to Authorize the Senior Risk Manager to Expend Funds for the City's Insurance Program for 2025

R2024-167 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO SPEND FUNDS FOR THE CITY'S INSURANCE PROGRAM FOR 2025, AND OTHER RELATED MATTERS

A waiver of reconsideration is requested due to the City's insurance policies renewals on January 1, 2025, and without the waiver of

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reconsideration, the insurance policies won't have funding to bind the insurance coverages prior to year end.

Renee Pettinato Mosley, Senior Risk Manager, Finance / Hanosky Hernandez, Senior Assistant City Attorney

11.a.2 Drainage and Flood Control Improvement Amendment for Sampson and Robinson Gulch Regional Pond

R2024-168 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA COLORADO ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT, d/b/a MILE HIGH FLOOD DISTRICT REGARDING CONSTRUCTION OF FLOOD AND DRAINAGE IMPROVEMENTS FOR SAMPSON/ROBINSON GULCH REGIONAL POND

James DeHerrera, Manager of Planning Services, Aurora Water / Ian Best, Assistant City Attorney

11.a.3 Strontia Springs Access Improvement Intergovernmental Agreement (IGA) Amendment

R2024-169 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF AN AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA COLORADO ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND THE CITY AND COUNTY OF DENVER REGARDING THE STRONTIA SPRINGS DAM ACCESS IMPROVEMENT PROJECT

Earl Wilkinson, Assistant General Manager of Operations, Aurora Water / Ian Best, Assistant City Attorney

11.a.4 Intergovernmental Agreement (IGA) Between the City of Aurora and City and County of Denver for the 68th Avenue Maintenance and Operation Plan

R2024-170 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND THE CITY AND COUNTY OF DENVER FOR THE OPERATIONS AND MAINTENANCE PLAN OF A PORTION OF 68TH AVENUE

Haley Johansen, City Engineer, Development Services / Michelle Gardner, Senior Assistant City Attorney

11.a.5 Intergovernmental Agreement (IGA) with Regional Transportation District (RTD) for the Older Adult Microtransit Pilot Program

R2024-171 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO, AND THE REGIONAL TRANSPORTATION DISTRICT FOR A GRANT FROM THE REGIONAL TRANSPORTATION DISTRICT FOR AN OLDER ADULT MICROTRANSIT PILOT PROGRAM

Sponsor: Angela Lawson, Council Member

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

11.a.6 Office of Alternate Defense Council (OADC) Contract Amendment and Intergovernmental Agreement (IGA)

R2024-172 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO AND THE STATE OF COLORADO OFFICE OF ALTERNATE DEFENSE COUNSEL REGARDING THE PROVISION OF ATTORNEY REPRESENTATION IN CASES WHERE THE MUNICIPAL COURT APPOINTS AN ATTORNEY OTHER THAN THE MUNICIPAL PUBLIC DEFENDER TO REPRESENT AN INDIGENT PERSON AT ANY STAGE OF THE PROCEEDINGS

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

11.b Finalizing of Ordinances

Ordinances approved unanimously at first reading.

11.b.1 City Code Section 14-75 Ownership of Pitbulls

2024-82 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 14-75 OF THE CITY CODE PERTAINING TO THE OWNERSHIP OF PIT BULLS (AMERICAN PIT BULL TERRIER, AMERICAN STAFFORDSHIRE TERRIER AND STAFFORDSHIRE BULL TERRIER) WITHIN THE CITY OF AURORA, COLORADO

Anthony Youngblood, Manager of Animal Care, Housing and Community Services / Angela Garcia, Senior Assistant City Attorney

Council heard public testimony on the agenda related item.

12. PUBLIC HEARINGS

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.

Public hearings with or without related ordinances.

12.a Adoption of the 2024 Model Traffic Code

2024-83 A PUBLIC HEARING AND CONSIDERATION OF A BILL FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS 134-1, AND 134-8; AND REPEALING SECTION 134-2(n)(3) OF THE CITY CODE PERTAINING TO ADOPTION OF THE 2024 MODEL TRAFFIC CODE AND LOCAL AMENDMENTS

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

Mayor Coffman opened the public hearing.

Staff gave a brief presentation on the item.

Mayor Coffman closed the public hearing.

Moved by: Danielle Jurinsky

Second by: Stephanie Hancock

Does Council wish to support this ordinance for the Adoption of the 2024 Model Traffic Code?

Voting Aye: (9): Françoise Bergan, Alison Coombs, Curtis Gardner, Stephanie Hancock, Danielle Jurinsky, Angela Lawson, Ruben Medina, Crystal Murillo, and Steve Sundberg

13. INTRODUCTION OF ORDINANCES

13.a Minor Text Updates to City Code Chapter 135 Oil and Gas Manual

2024-84 A BILL FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS OF CHAPTER 135 OF THE CITY CODE

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

Staff gave a brief presentation on the item.

CM Bergan thanked the Oil & Gas Commission.

Moved by: Steve Sundberg

Second by: Curtis Gardner

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

Voting Aye: (9): Françoise Bergan, Alison Coombs, Curtis Gardner, Stephanie Hancock, Danielle Jurinsky, Angela Lawson, Ruben Medina, Crystal Murillo, and Steve Sundberg

14. FINALIZING OF ORDINANCES

Ordinances not approved unanimously at first reading.

15. ANNEXATIONS

16. RECONSIDERATIONS AND CALL UPS

17. GENERAL BUSINESS

17.a Appointment of At-Large Council Member

Kadee Rodriguez, City Clerk / Pete Schulte, City Attorney

Council heard public comment on the agenda related item.

CM Hancock stated they have the opportunity to do something unprecedented and set a new paradigm by having a man who has demonstrated leadership in this country and his former home country of Ethiopia. She added that he knows the Constitution and understands what freedom really means, as he risked everything he had to come to this country and build a life for himself and his family. She expressed that his representation on Council would send a message that Aurora is not a racist city, but an opportunity city that opens its arms to everyone.

CM Sundberg commented that he has a tremendous amount of respect and admiration for the Ethiopian community and one of the most important things that Mr. Kassaw said was that he brings a unique perspective to Aurora and leadership of the Council.

CM Jurinsky asked everyone that supported Mr. Kassaw to stand, and voiced that she heard, understood, and acknowledged every single one of them and she accepts and supports Mr. Kassaw fully and publicly. She encouraged her colleagues to make history and appoint the first legal immigrant to the Aurora City Council.

CM Lawson shared that Mr. Kassaw will bring a unique experience to the Council and a demographic that they have not captured through their policies since she has been there, so his knowledge would be very insightful and bring a different perspective. She added it would be a great opportunity to have him on the Council and work with him.

Mayor Coffman expressed that he met Mr. Kassaw years ago and he has involvement in Aurora and the Ethiopian community.

CM Gardner said there was a lot to unpack here, and found it ironic that some of his colleagues are advocating essentially for supporting someone because of the color of their skin.

CM Hancock stated that Mr. Kassaw earned his way here and this is not about DEI, but someone that wants to serve the community. She said that as a black person, she was deeply offended by what was just said.

Moved by: Stephanie Hancock

Second by: Angela Lawson

Does Council wish to appoint Amsalu Kassaw to fill the remaining term of the At-Large Council Member vacancy?

Voting Aye: (6): Mayor Coffman, Stephanie Hancock, Danielle Jurinsky, Angela Lawson, Ruben Medina, and Steve Sundberg

Voting Nay: (4): Françoise Bergan, Alison Coombs, Curtis Gardner, and Crystal Murillo

Moved by: Françoise Bergan

Second by: Stephanie Hancock

Does council support the motion to end debate?

Voting Aye: (8): Mayor Coffman, Françoise Bergan, Alison Coombs, Curtis Gardner, Stephanie Hancock, Angela Lawson, Ruben Medina, and Steve Sundberg

Voting Nay: (2): Danielle Jurinsky, and Crystal Murillo

CM Bergan voiced that she met with Mr. Kassaw for coffee and appreciated the time with him. She believes Mr. Kassaw is a great person and has passion for the Ethiopian community, but was supporting Danielle Lammon, as she has known her for several years, has served on the budget committee, and is an active member of the community. She expressed that she did not vote against Mr. Kassaw but was voting for Danielle Lammon. She also added she does not vote on the color of anyone's skin or ethnicity, but on who she thinks is the most experienced, best qualified person.

CM Murillo thanked all of the candidates for applying and congratulated Mr. Kassaw. She stated that she is hoping to get to work with someone who speaks to their word and is actually for community. She explained she was supporting Jonathan McMillan's for his experience in local government, running state agencies, and centering impacted peoples.

CM Jurinsky voiced she also known Danielle Lammon for quite some time and did not know she was interested until she saw the list, but knew Mr. Kassaw was immediately interested. She stated publicly that she did not cast a vote

for DEI, but for Mr. Kassaw and the second largest immigrant population in Aurora for the single most diverse city in Colorado.

CM Coombs congratulated Mr. Kassaw. She clarified that her vote was not a vote against him, but for another candidate who had very clear statements on policy and experience in local government.

CM Sundberg acknowledged that they had three incredible candidates with vast experience.

17.b Consideration to Elect Mayor Pro Tem

Kadee Rodriguez, City Clerk / Pete Schulte, City Attorney

Moved by: Mayor Coffman

Second by: Crystal Murillo

Does Council wish to elect Curtis Gardner as Mayor Pro Tem?

CM Gardner withdrew his name as a candidate for MPT.

Moved by: Danielle Jurinsky

Second by: Stephanie Hancock

Does City Council wish to elect Steve Sundberg as Mayor Pro Tem?

Voting Aye: (7): Mayor Coffman, Françoise Bergan, Curtis Gardner, Stephanie Hancock, Danielle Jurinsky, Angela Lawson, and Steve Sundberg

Voting Nay: (3): Alison Coombs, Ruben Medina, and Crystal Murillo

17.c Discussion and Possible Action Regarding Future In-Person or Virtual Council Meetings

Peter Schulte, City Attorney

Council heard public testimony on the agenda related item.

18. REPORTS

18.a Mayor

Mayor Coffman announced his upcoming Town Hall meeting, January 18, 2025, at 2:00, at the Aurora Central Library, with presentations by Judge Day and Chief Chamberlain.

18.b Council

CM Coombs wished a happy birthday to her father and acknowledged the privilege to still be able to wish her father a happy birthday. She stated it is important to cherish our parents while alive, but also recognized the pain of

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others that have lost that ability at any age. She thanked all the candidates for Council and congratulated Mr. Kassaw. She also acknowledged those that came to speak regarding mass deportations of people in their community.

CM Jurinsky agreed that they should not be using city resources to carry out mass deportations. She noted that she also is glad to have the privilege of still having her father. She reminded that the animal shelter is still in pretty bad shape and donations are needed, stating they have an Amazon wish list on the City of Aurora's website and on their Facebook page. She added that she is looking forward to serving with Mr. Kassaw.

CM Murillo stated that there is a feasibility study happening that she and CM Gardner are co-sponsoring around the creation of some sort of district along the Colfax corridor and they are looking for community feedback. She is hosting a January Town Hall that will focus on that and invited Ward 1 and others to come share feedback and learn about it.

MPT Sundberg gave a shout out to the Public Works Department on completing Buckley and Iliff. He attended the tree lighting ceremony and said it was well attended. He attended a veteran's court graduation of the diversion program and an AEDC meeting. He stated that he serves on the Defense Council for Aurora Chamber of Commerce that is being renamed to the Buckley Regional Military Affairs Council. He attended the cadet graduation of 37 new police officers and noted that Rhonda Fields is a new county commissioner.

CM Medina attended a neighborhood meeting at 6th and Peoria to talk to constituents and they invited him to a dinner/celebration for the holidays.

CM Hancock stated that the police force is out checking cars to make sure people have updated plates, a license, and insurance. She urged the importance of getting those things in line. She announced her first Town Hall of 2025 is at Noonan's on the Heather Ridge Golf Course and said Chief Chamberlain will be in attendance.

CM Lawson thanked Mr. Russo from Regis Jesuit High School for allowing her to present to two of his government classes. She said the students were fantastic and asked a lot of questions and she received a lot of letters from them. She announced her first 2025 Town Hall will be February 8th, at 10, at Heather Gardens and is looking forward to working with Mr. Kassaw.

CM Gardner and CM Bergan did not have a report.

P. Schulte noted that since the media story posted on the trifecta ordinance going into effect, numerous city attorneys from other cities have called that want to copy that exact ordinance.

19. ADJOURNMENT

Mayor Coffman adjourned the regular meeting of City Council.

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

MIKE COFFMAN, MAYOR

ATTEST:

KADEE RODRIGUEZ, CITY CLERK

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: Visit Aurora 2025 Professional Services Agreement
Item Initiator: Kim Stuart, Director of Communications and Marketing
Staff Source/Legal Source: Kim Stuart, Director of Communications and Marketing / Kim Skaggs, 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: N/A

Regular Meeting: N/A

2nd Regular Meeting (if applicable): N/A

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Kim Stuart, Director of Communications and Marketing / Kim Skaggs, Assistant City Attorney

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Use dropdown menu to select committee from list.

Policy Committee Date: N/A

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

☐ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☐ Minutes Attached

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

N/A

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

Professional Services Agreement between City and Visit Aurora to market the City as a preferred travel destination.

FISCAL IMPACT

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

☐ Revenue Impact

☒ Budgeted Expenditure Impact

☐ Non-Budgeted Expenditure Impact

☐ Workload Impact

☐ No Fiscal Impact

REVENUE IMPACT

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

BUDGETED EXPENDITURE IMPACT

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

NON-BUDGETED EXPENDITURE IMPACT

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

WORKLOAD IMPACT

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

QUESTIONS FOR COUNCIL

Does Council wish to approve this item?

LEGAL COMMENTS

Proceeds from the lodger's tax in an amount equal to 12.5 percent of the total lodger's taxes received by the city during the last preceding fiscal year for which complete data is available may be expended for the

purpose of advertising, marketing, and promoting the city as a quality destination for shopping, dining, lodging, and other related activities. (City Code § 130-369(a).) In any fiscal year where actual lodger's tax revenues exceed \$5,000,000.00 in the annual budget for that year, then, in addition to the amount designated by subsection (a) of this section, the city council may allocate all or any portion of such excess lodger's, as determined by council for the purposes set forth in subsection (a) of this section. (City Code § 130-369(c).) Amounts collected by the city through this [destination marketing improvement] fee, less reasonable collection costs, shall be remitted to the visitor's promotion program for the purpose of increasing sales, advertising and marketing for hotel facilities, and to promote the city as an overall quality destination for shopping, dining, lodging, and other related activities. (City Code § 86-667(b).) 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)



PROFESSIONAL SERVICES AGREEMENT

CITY OF AURORA
AURORA, COLORADO

TITLE: _____

FILE NO.: _____

P.O. NO.: _____

(Version PSA 07 2023)

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
Section 1 - Scope of Work	3
Section 2 - Authority	4
Section 3 - Schedule	4
Section 4 - Compensation	4
Section 5 - Staffing	5
Section 6 - Insurance	6
Section 7 - The City's Responsibilities	6
Section 8 - Mutual Obligations	7
Section 9 - Termination	7
Section 10 - Miscellaneous	8
Section 11 - Examination of Records	10
Section 12 - Indemnification	10

Attachments

Attachment 1:	Scope of Work
Attachment 2:	Insurance Requirements

AGREEMENT

This Agreement is made as of the 1st day of January 2025, by and between the City of Aurora, Colorado ("City"), and Cooperative Visit Aurora, Inc., a non-profit corporation of the State of Colorado ("Consultant"), with a principal place of business at 2501 Dallas Street, Aurora, CO 80010.

WHEREAS, the City intends that Consultant shall perform professional services for the City; and

WHEREAS, Consultant represents that it has the present capacity, is experienced and qualified to perform professional services for the City as hereinafter provided in this Agreement;

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

Section 1 – Scope of Work

A. Consultant agrees to provide professional services as stated in the scope of work ("Work") specified in **Attachment 1**, attached hereto and incorporated into this Agreement.

B. The City shall have the right to disapprove any portion of Consultant's Work on the Project which does not comply with the requirements of this Agreement. If any portion of the Work is not approved by the City, Consultant shall proceed when requested by the City with revisions to the Work to attempt to satisfy the City's objections. If said revised Work is acceptable, the City will provide prompt written approval. Correction or completion of Work which does not comply with the requirements of this Agreement shall be made without adjustments to the compensation for Consultant's services provided for hereunder unless the revisions are made to Work previously approved for previous tasks, in which case, Consultant's compensation shall be adjusted. It is the intent of the parties that Consultant shall promptly correct any defective, inaccurate or incomplete tasks, deliverables, services or other work, without additional cost to the City. The acceptance of Consultant's services by the City shall not relieve Consultant from the obligation to correct subsequently discovered defects, inaccuracies or incompleteness resulting from Consultant's negligent acts, errors or omissions.

C. Nothing in this Agreement shall be construed as placing any obligation on the City to proceed with any tasks beyond those which have been specifically authorized in writing by the City.

D. The City may, from time to time and in conjunction with Consultant, request changes in the scope of the services of the Consultant to be performed herein. Changes may include, but not be limited to, the type and scope of services provided by Consultant and the quantity or quality of Consultant's staffing for required services. Such changes, including any increase in the amount of the Consultant's compensation, which are mutually agreed upon between the City and Consultant, shall be incorporated in written change orders, amendments or extensions to this Agreement.

Section 2 - Authority

A. Kim Stuart, Director of Communications, ("Project Manager") is the City's Project Manager and the City's authorized representative. The Project Manager is responsible for authorizing and approving all Work performed under this Agreement. All Work to be performed by Consultant shall be authorized in writing by the Project Manager as provided by this Agreement. All communications related to the Project shall be with the Project Manager and, in his absence, a person to be designated by him. The Project Manager is authorized to make decisions on behalf of the City related to the Work. The Project Manager shall be responsible for the day-to-day administration, coordination and approval of Work performed by Consultant, except for approvals which are specifically identified in this Agreement as requiring the approval of City of Aurora's City Council.

B. Bruce Dalton is the Consultant's representative for the Work. Consultant's Representative shall have sufficient authority to represent and bind Consultant in those instances when such authority is necessary to carry out Consultant's responsibilities and obligations under the terms of this Agreement.

Section 3 - Schedule

A. In performing professional services pursuant to this Agreement, Consultant acknowledges that timely completion of the Work is critical and time is of the essence. Accordingly, all services to be performed under this Agreement shall be commenced immediately upon execution of this Agreement by the parties hereto, approval by the City as required by applicable law, and in accordance with any milestone schedule set forth in **Attachment 1**, attached hereto and incorporated into this Agreement.

B. The initial term of this Agreement shall run from the date of approval by the Aurora City Council and issuance of a notice to proceed until December 31, 2025. The Agreement will automatically renew up to 4 additional one-calendar-year terms unless terminated in writing by Oct. 31 of the term year. Subject to the availability of appropriated funds, as provided elsewhere in this Agreement, and agreement between the City and Consultant concerning additional and/or continuing Work, as reflected in additional or revised scope(s) of work, this Agreement may be extended on an annual basis by the City by a written notice to Consultant after approval by the City Council.

Section 4 - Compensation

A. City agrees to pay Consultant, subject to annual appropriations, an amount based on the proceeds from the lodger's tax set out in Chapter 130, Article IV, of the City Code, collected two years prior to the renewal term, and shall equal 12.5% of the first \$5,000,000.00 collected and 50% of any amounts collected over \$5,000,000.00. For the calendar year 2025 term, this amount is \$ 2,444,915. Additionally, City will pay Consultant all amounts collected pursuant to CITY Code section 86-667 as a destination marketing improvement fee ("Fees"), less 1.5% to be retained for reasonable collection costs. Each month, City shall provide to Consultant an accounting of the total Fees collected in the previous month and any adjustments to prior months. Within 15 business days of receipt of such accounting, Consultant shall invoice City for the amount of such Fees, less 1.5% and accounting for any adjustments to prior months. It is to be understood and agreed that the City may require up to thirty (30) days to process payment after date of receipt of invoicing.

B. Participation in City health benefits. Consultant is a 501(c)(6) non-profit association, formed and designed to advance City's national efforts. As such, Consultant may participate in the City's health, dental, and vision benefits as an affiliated agency to the extent of the agreed terms and conditions contained in a separate "Affiliated Agency Benefits Contract" between City and Consultant. City will not be responsible for any associated costs. Consultant understands and agrees that employees of Consultant are not allowed to use or participate in any wellness program organized by City, and the Peak Wellness Center.

C. This Agreement is subject to annual appropriation by the Aurora City Council and, in the absence of appropriated funds, the City may terminate this Agreement. The City has appropriated money for the 2024 fiscal year at least equal to the foregoing annual compensation for this work. The City may, from time to time and in its sole discretion, appropriate additional amounts to reflect extensions of this Agreement beyond the close of the 2024 fiscal year and additional and/or continuing scope(s) of work. Notwithstanding any other language in this Agreement, City shall issue no Change Order or other form of order or directive requiring additional compensable work that will cause the foregoing annual compensation to exceed the amount appropriated unless City gives Consultant written assurance that City has made lawful appropriations to cover the costs of the additional work.

D. Nothing in this Agreement is a pledge of the City's credit, or a payment guarantee by the City to Consultant. The obligation of the City to make payments hereunder shall constitute a currently budgeted expense of the City, and nothing contained herein shall constitute a mandatory liability, charge, or requirement of or against the City in any ensuing fiscal year beyond the then current fiscal year. This Agreement shall never constitute a general obligation or other indebtedness of the City, or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of the Constitution and laws of the State of Colorado or of the Charter and ordinances of the City. In the event of a default by the City of any of its obligations under this Agreement, the Contractor shall have no recourse against any revenues of the City. Notwithstanding any language herein to the contrary, nothing in this Agreement shall be construed as creating a lien against any revenues of the City.

Section 5 - Staffing

A. Consultant shall insure the quality, timeliness, and continuity of services are maintained through the duration of the project. Consultant shall avoid changes to the key personnel to the extent possible.

B. Consultant shall inform the City in writing of any non-employee persons or firms it intends to hire to perform any Work required by this Agreement and shall keep the City informed of any changes or additions to this information. The City shall approve in writing any additional firms prior to commencement of Work. Consultant shall be responsible for any Work performed under this Agreement, including that portion of the Work performed by other individuals or firms. Nothing contained herein shall create any contractual relationship between any additional persons and/or firm(s) and the City.

Section 6 - Insurance

A. Consultant shall provide the appropriate certificates of insurance and Worker Compensation documents, at no cost to the City, as described in **Attachment 2**. The

Consultant further agrees and understands that they are to maintain and keep in force the appropriate insurance policies throughout the term of this Agreement.

B. Consultant shall be responsible for any injury to persons or damage to property to the extent arising from negligent or otherwise wrongful acts, errors and omissions of Consultant, its agents and employees. If Consultant knows of the damage Consultant shall immediately notify the City. If the City discovers the damage, City will notify Consultant immediately. Repair shall be accomplished under City direction and to City specifications so property is in as good or better condition than before damage. Consultant shall provide the City with a certificate of liability coverage in accordance per the attached form 410-33, **Attachment 2**.

C. The Consultant's policy will be primary and non-contributory with respect to any and all insurance policies purchased by the City.

D. Nothing herein is intended to be construed or shall be construed to be a waiver of the City's governmental immunity under Section 24-10-101 et. seq., C.R.S. as amended.

Section 7 - The City's Responsibilities

A. The City shall:

1. Provide necessary information to Consultant to facilitate Consultant in performing the Work;

2. Give prompt notice to Consultant whenever the City observes or otherwise becomes aware of any deficiencies or discrepancies in the services provided;

3. Furnish, or direct Consultant to provide, at the City's expense, any necessary additional services;

4. Examine all documents submitted by Consultant, and, if requested by Consultant, provide comments and decisions in a timely manner in order to allow the Consultant's work to proceed.

B. Consultant shall not be liable for delays in performing the Work when such delays are caused by the City, the City's other Consultants, or by events which are outside of the control of the Parties and which events could not be avoided by the exercise of due care.

Section 8 - Mutual Obligations

A. This Agreement does not guarantee to Consultant any additional or future work except as expressly authorized herein.

B. This Agreement does not create or imply an exclusive agreement between Consultant and the City.

C. The services and any and all interests contemplated under this Agreement shall not be assigned or otherwise transferred except with the written consent of the City.

D. All documents of any nature prepared by Consultant in connection with the services provided by Consultant under the terms of this Agreement shall become the property of the City.

E. Consultant shall not utilize work product, data, information, results, and materials produced as part of its efforts under this Agreement for any promotional or public relations purposes whatsoever without the express, prior, written consent of the City.

Section 9 - Termination

A. Termination for Cause - In the event a material breach of this Agreement remains uncured following written notice of said breach by City, the City may immediately terminate this Agreement upon written notice specifying the effective date thereof; provided however, the City may, in its discretion and for good cause, allow Consultant to cure any breach or submit an acceptable plan to cure such breach within ten (10) days of such written notice.

B. Termination for Convenience

1. Change in City Policy. The City may terminate this Agreement at any time upon thirty (30) days notice specifying the date thereof, provided Consultant shall be compensated in accordance with this Agreement for all work performed up to the effective date of termination.

2. The City's total liability under this Agreement, inclusive of termination costs, shall not exceed the lesser of total amount of this Agreement or the total amount of funds which have been appropriated specifically for this Agreement.

3. Consultant shall be entitled to reasonable incurred costs for terminating its activities under this Agreement, including those of its sub-consultants, if this Agreement is terminated for the City's convenience; provided however, in no event shall the City's total liability to Consultant exceed the total amount of funds which have been appropriated specifically for this agreement.

C. Effect of Termination

1. Termination Costs. After receipt of written notification that this Agreement has been terminated under this section, Consultant shall incur no further costs other than reasonable termination costs associated with current activities.

2. Ownership of Work Product. In the event of termination, all finished and unfinished Project deliverables prepared by Consultant pursuant to this Agreement shall become the sole property of the City, provided Consultant is compensated in accordance with this Agreement for all work performed in accordance with this Agreement up to the effective date of termination. Consultant shall not be liable with respect to the City's subsequent use of any incomplete work product, provided Consultant has notified the City in writing of the incomplete status of such work product.

3. City's Right to Set-Off and other Remedies. Termination shall not relieve Consultant from liability to the City for damages sustained as the result of Consultant's breach of this Agreement; and the City may withhold funds otherwise due under this Agreement in lieu of such damages, until such time as the exact amount of damages, if any, has been determined.

4. If this Agreement terminated for cause as provided in this section and it is subsequently determined that the City's termination of this Agreement for cause was improper, then the termination for cause shall be considered to be a termination for convenience and the procedures in this section related to a termination for convenience shall apply.

Section 10 - Miscellaneous Provisions

A. Consultant, at all times, agrees to observe all applicable Federal and State of Colorado laws including but not limited to 8-17.5-102, C.R.S., Ordinances and Charter Provisions of the City of Aurora, and all rules and regulations issued pursuant thereto, which in any manner affect or govern the services contemplated under this Agreement.

B. Consultant shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, age, sex (gender), religion, creed, or physical or mental disability. Consultant:

1. Shall adhere to lawful equal opportunity guidelines in selecting employees, provided that no person is illegally discriminated against on any of the preceding bases. This provision shall govern, but shall not be limited to, recruitment, employment, promotion, demotion, and transfer, and advertising therefor; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship;

2. Shall post, in all places conspicuous to employees and applicants for employment, notices provided by the State of Colorado setting forth the provisions of this nondiscrimination clause. All solicitations and advertisements for employees placed by or on behalf of the Consultant, shall state that Consultant is an equal opportunity employer;

3. Shall cause the foregoing provisions to be inserted in all subcontracts for any work contemplated by this Agreement or deemed necessary by Consultant, so that such provisions are binding upon each sub-consultant;.

4. Shall keep such records and submit such reports concerning the racial and ethnic origin of employees and of applicants for employment as the United States, the State of Colorado, the City of Aurora, or their respective agencies may require; and,

5. Shall comply with such rules, regulations and guidelines as the United States, the State of Colorado, the City of Aurora, or their respective agencies may issue to implement these requirements.

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

D. All notices, demands, or other documents or instruments required or permitted to be served upon either Party hereto shall be in writing and shall be deemed duly served when

delivered in person to an officer or partner of the Party being served, by facsimile transmission or when mailed certified or registered mail, return receipt requested, postage prepaid addressed to parties at the addresses stated below:

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

Consultant Representative: Bruce Dalton
2501 Dallas St
Suite 290
Aurora, Colorado 80010

Section 11 - Examination of Records (This section applies if this Agreement exceeds \$10,000.00.)

A. The Internal Auditor of the City of Aurora, or a duly authorized representative from the City of Aurora shall, until three (3) years after final payment under this Agreement, have access to and the right to examine any of the Consultant's directly pertinent books, documents, papers, or other records involving transactions related to this Agreement.

B. Consultant agrees to include in first-tier sub-consultants under this Agreement a clause to the effect that the City's Internal Auditor, or a duly authorized representative from the City of Aurora shall, until three (3) years after final payment under the subcontract have access to and the right to examine any of the Consultant's directly pertinent books, documents, papers, or other records involving transactions related to the subcontract. "Subcontract," as used in this clause, excludes (1) purchase orders not exceeding \$10,000.00 and (2) subcontracts or purchase orders from public utility services at rates established to apply uniformly to the public, plus any applicable reasonable connection charge.

C. The periods of access and examination as noted above for records relating to (1) litigation or settlement of claims arising from the performance of this Agreement, or (2) costs and expenses of this Agreement to which the City, acting through its duly authorized designee, has taken exception, shall continue until such appeals, litigation, claims, or exceptions are finally resolved.

Section 12 - Indemnification

A. The Consultant shall indemnify, hold harmless and, not excluding City's right to participate, defend the City, its officials, officers, employees, volunteers and agents from and against all liabilities, actions, losses, claims, damages, costs and expenses, including without limitation reasonable attorney fees and costs, expert witness fees, arising out of or resulting in any way from the performance of Consultant's services for the City and caused by negligent acts, errors, and omissions of the Consultant or any person employed by it or anyone for whose act the Consultant is legally liable.

B. The insurance coverage specified in this Agreement constitutes the minimum requirements and these requirements do not lessen or limit the liability of Consultant hereunder.

Consultant shall maintain, at its own expense, any additional kinds and amounts of insurance that it may deem necessary under this Agreement.

C. Patents Infringement: The Consultant shall indemnify, defend and hold harmless the City Indemnities from and against all suits or actions for infringement or unauthorized use of any patent, trademark, copyright or trade secret relating to the services under this Agreement. The Consultant's indemnity pursuant to this Section shall apply only when infringement occurs or is alleged to occur from the intended use for which the deliverable material was provided by the Consultant pursuant to this Agreement. Consultant shall not be held liable for any suits or actions of infringement of any patent, trademark, or copyright arising out of any patented or copyrighted materials, methods, or systems specified by the City under the Agreement or Change Order or infringement resulting from unauthorized additions, changes or modifications to the deliverable material made or caused to be made by the City subsequent to delivery by the Consultant. Consultant also agrees to notify the City upon the knowledge of any potential infringement claim, so that the City may provide input on suggested solution.

D. Consultant agrees that it will contractually obligate its sub-consultants to indemnify and hold harmless the indemnitees identified in this Section to the same extent that Consultant is required to indemnify and hold harmless said indemnitees.

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

CITY OF AURORA, COLORADO

By:_____

Name: _____

Title:_____

Date: _____, 20____

RISK MANAGEMENT: _____
Risk Manager

APPROVED AS TO FORM: _____
Assistant City Attorney

CONSULTANT

By:_____

(Signature)

Name:_____

(Type or Print)

Title:_____

Date: _____, 20____

Attachment 1

Scope of Work

1. VISIT AURORA shall retain a full-time President/CEO to administer its policies and conduct its business. The President/CEO shall devote all his or her working time to the affairs of VISIT AURORA and shall be supervised by the VISIT AURORA Board of Directors. VISIT AURORA may also employ additional employees as it deems necessary to carry out the activities of VISIT AURORA, subject to the terms of this Agreement. CITY will appoint two CITY staff representatives and one CITY Council Member of its choice to serve on VISIT AURORA's Board of Directors.
2. VISIT AURORA shall use its best efforts to promote CITY as a preferred travel destination and to increase visitor spending within CITY. VISIT AURORA's efforts will primarily focus on regional and national audiences. VISIT AURORA will coordinate its work with CITY's marketing program.
3. VISIT AURORA shall market CITY as a desirable travel destination to meeting and conference planners, tournament directors, and potential business and leisure travelers in the region and throughout the nation, with a focus on attracting targeted travel markets. VISIT AURORA will also participate in CITY marketing partnerships, with a focus on attracting targeted travel markets, addressing shared target audiences, and maximizing resources.
4. VISIT AURORA's first point of contact with CITY shall be CITY's Director of Communications, who is the Contract Manager for purposes of this Agreement. VISIT AURORA shall work closely with and provide reports, records, and other documentation as requested to the Contract Manager. VISIT AURORA may also work closely with various departments of CITY as needed to perform pursuant to this Agreement.
5. VISIT AURORA shall formally acknowledge CITY as a sponsor of major events that VISIT AURORA produces, such as its Annual Meeting, and shall offer all related rights and benefits, including presence on the VISIT AURORA website and in all promotions, advertising, and publicity concerning each event.
6. VISIT AURORA shall prepare a strategic plan outlining VISIT AURORA's strategy for promoting tourism in CITY and shall submit a copy of such plan to CITY's Director of Communications no later than March 31 of each year. The plan shall include:
 - a. Overview.
 - b. Strategy.
 - c. Destination SWOT.
 - d. Traveler market research, trends, and competition.
 - e. Target travel audiences and industries.
 - f. Current and potential visitor profiles (groups, conferences, conventions, sports, health, leisure, etc.)

- g. Budget.
- h. Sales plan, goals, objectives, tactics, and budget breakout.
- i. Marketing and public relations plan, goals, objectives, tactics, campaign, supporting strategy, and breakout.
- j. Measurement KPIs and projected outcomes.

The plan will also outline the following:

- a. Work with CITY to align the promotion of key assets, messages, and events that complement CITY's marketing brand.
 - b. Create a strategic regional and national marketing campaign that is executed across multiple media, traditional and digital, that increases awareness and generates visits to CITY.
 - c. Create materials, including an official visitor guide, travel literature, tourism maps, website content, and newsletters that promote CITY as a preferred destination for tourist and visitors.
 - d. Distribute content through various channels, including but not limited to: paid advertisements, direct mail, website, email, newsletters, social media, hotels, local attractions, conventions, and partners.
 - e. Identify and conduct outreach activities and programs that directly correlate with the key target audiences designed to promote CITY to tourist and visitors.
 - f. Coordinate activities, as appropriate, with other organizations and partners when related to tourism, including CITY, the Aurora Economic Development Council, Aurora Sister Cities International, and the Aurora Chamber of Commerce.
7. VISIT AURORA shall submit quarterly financial, sales, and marketing reports to CITY's Director of Communications in a format mutually agreed-upon by the parties. The reports shall include:
- a. Sales performance, including:
 - i. Hotel leads generated and room nights booked. List of specific referrals to Aurora hotels. List of non-Aurora partner hotels and referrals, including number of room nights, to those properties.
 - ii. Travel and tourism activities, events, conferences, and tournament leads and/or bookings.
 - a) Metrics outlining the number of events and conferences generated by VISIT AURORA.
 - b. Marketing performance outcomes, including:
 - i. Paid media impressions on digital and print outlets.
 - ii. Social, website, blog, and newsletter reach and impressions including organic reach vs. paid, open rates, bounce rates, unique page visits, location of origin for website and social media visitors/traffic and other specific metrics.
 - iii. Public relations story pitches and placement, including sharing information on them with CITY Communications.
 - iv. Press releases and news reach, including sharing copies of the releases with CITY Communications.

- v. Event sponsorships and/or event attendance along with leads and impressions.
 - c. STR (Smith Travel Report) and CHLA (Colorado Hotel and Lodging Association) reports and an analysis of each report's relevance to CITY.
 - d. Any other notable, related activities beneficial to report, including notable client events, notable client acquisitions, and ongoing profitability metrics of VISIT AURORA activity.
8. VISIT AURORA shall concern itself with all other non-specific tasks that comprise a successful destination-marketing program for CITY to a regional and national audience.

Attachment 2

INSURANCE REQUIREMENTS

During the term of this Agreement and until final acceptance by the City of all work covered by the Purchase Order or contract, the Consultant performing services under this agreement shall provide, pay for and maintain in full force and effect the types and minimum limits of insurance, as indicated below, covering the Consultant, their employees, subcontractors or representatives, along with the activities of any and all subcontractors retained by the or the activities of anyone employed by any of them, or their representatives or anyone for whose acts they may be liable.

Commercial General Liability Insurance. The Consultant shall maintain commercial general liability insurance covering all operations by or on behalf of the Consultant on a per occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Coverage will include, if appropriate for the scope of services: Products and Completed Operations, Contractual Liability and a Waiver of Subrogation. The City, its elected and appointed officials, employees, agents and representatives shall be named as Additional Insureds by endorsement.

Minimum limits:

\$1,000,000 each occurrence

\$2,000,000 general aggregate

\$2,000,000 products and completed operations

Commercial Automobile Liability Insurance. The Consultant shall maintain business automobile liability covering liability arising out of the operation of any vehicle (including owned, non-owned and hired vehicles) with minimum limits of \$1,000,000 combined single limit each accident, naming the City as an Additional Insured.

Workers' Compensation and Employers Liability Insurance. The Consultant shall maintain Worker's Compensation Insurance with limits in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of Colorado. Additionally, the Consultant shall maintain Employers Liability Insurance with minimum limits of: \$1,000,000 bodily injury for each accident, \$1,000,000 bodily injury by disease each employee and \$1,000,000 bodily injury disease aggregate.

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

A. Commercial General Liability insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 general aggregate and shall name the City of Aurora as an additional insured; and

B. Worker's Compensation Insurance with limits in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of Colorado and Employers Liability Insurance with minimum limits of: \$1,000,000 bodily injury for each accident, \$1,000,000 bodily injury by disease each employee and \$1,000,000 bodily injury disease aggregate.

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

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

Additional Insured and Waiver of Subrogation. The Consultant shall name the City of Aurora, its elected and appointed officials, employees, agents and representatives as additional insureds by endorsement and provide a waiver of subrogation for the Commercial General Liability, Auto Liability and Excess Liability insurance policies. The certificate of insurance will include these

specific requirements along with a copy of the relevant endorsements.

Certificates of Insurance. Upon the execution of this Agreement, the Consultant shall provide certificates of insurance to the City of Aurora demonstrating that at the minimum coverages required herein are in effect. Consultant agrees that the required coverages will not be reduced, canceled, non-renewed or materially changed without Thirty (30) days prior written notice to the City. All certificates of insurance must be kept in force throughout the duration of the services. If any of Vendor's or Contractor's or its subcontractor's coverage is renewed at any time prior to completion of the services, the Consultant shall be responsible for obtaining updated insurance certificates for itself and such subcontractors from the respective insurance carriers and forwarding the replacement certificates to the City within five (5) days of the expiration date of any previously delivered certificate.

The minimum A.M. Best rating of each primary insurer shall be A- X and the minimum A.M. Best rating of each excess insurer shall be A- VIII. The Consultant shall provide copies of insurance policies to the City Risk Manager upon request.

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City of Aurora in response to the particular circumstances giving rise to the contract. **The Consultant's policy will be primary and non-contributory with respect to any and all insurance policies purchased by the City.**

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the contract shall also be protected by a Professional Liability Insurance policy as set forth below:

Professional Liability Insurance. The Consultant shall maintain professional liability insurance with minimum limits of Two Million Dollars (\$2,000,000) per claim, covering those claims which arise out of the negligent acts or omissions of the Consultant, its Subcontractor and any other parties for whom it may be liable including without limitation, bodily injury, personal injury, property damage and including a contractual liability endorsement specifically applicable to the insurable indemnity obligations set forth herein which Professional Liability Insurance shall be carried on a claims-made basis maintained in full force and effect for the term of this Agreement and, to the extent possible, for a minimum period of Three (3) years after the completion of any and all of Consultant's Services hereunder. Any retroactive date or prior acts exclusion to which such coverage is subject shall pre-date both the date upon which any services hereunder are commenced and the date of this Agreement. In the event that coverage is renewed during the original term of any subsequent term of this agreement, endorsement(s) for the new policy(ies) shall be delivered within five (5) days after renewal.

Form No. 410-33 (Version 6/24/2015)



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to Remove Two (2) Members from the Aurora Youth Commission
Item Initiator: Kadee Rodriguez, City Clerk
Staff Source/Legal Source: Kadee Rodriguez, City Clerk / Tim Joyce, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 2.4--Work with our partners to ensure that every child and young person in Aurora have access to fundamental resources

COUNCIL MEETING DATES:

Study Session: 12/16/2024

Regular Meeting: 1/13/2025

2nd Regular Meeting (if applicable): N/A

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

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

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☐ Minutes Attached

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

The Aurora Youth Commission's role is to advise city council, the city manager and the director of the Department of Parks, Recreation & Open Space regarding the interests of youth in Aurora. The Commission's mission is to better the well-being of Aurora's youth through representation, service and action.

The Aurora Youth Commission consists of twenty-two (22) members; sixteen (16) members between the ages of 14-20, and six (6) members must be twenty-one years of age or older. The term length is two (2) years, and members may serve up to two (2) terms. All eligible applications received within the last year are forwarded to the Board to be considered for interviews.

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

The Aurora Youth Commission respectfully recommends the removal of Madison Savage and Kianna Jones from the Commission for failure to attend regular meetings. In accordance with the Bylaws, Article V, Section C:

Members who accrue two (2) consecutively unexcused absences or four (4) unexcused absences in a twelve-month (12) period may be referred to the City Council for dismissal.

Madison Savage has not attended a meeting this session (August-November) and has not given prior notification of being absent. The board member was contacted on November 20, 2024, regarding the Aurora Youth Commission's concerns, but Madison did not respond to multiple email attempts to contact.

Kianna Jones has not attended a meeting this session (August-November) and has not given prior notification of being absent. The board member was contacted on November 20, 2024, regarding the Aurora Youth Commission's concerns. She advised that she did not plan on coming back due to her schedule being full at this time.

FISCAL IMPACT

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

☐ Revenue Impact

☐ Budgeted Expenditure Impact

☐ Non-Budgeted Expenditure Impact

☐ Workload Impact

☒ No Fiscal Impact

REVENUE IMPACT

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

N/A

BUDGETED EXPENDITURE IMPACT

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does Council wish to remove Madison Savage and Kianna Jones from the Aurora Youth Commission?

LEGAL COMMENTS

All boards and commissions shall be appointed by City Council. (City Charter, art III, sec. 3-11 and art. IX, sec. 9-1). The Aurora Youth Commission shall consist of twenty-two voting members. Of the voting members, sixteen members shall be ages 14 through 20. Six members shall be adults of the age of 21 or over. The composition of the Commission shall represent school districts, private schools, and home school participation to the extent possible through the nomination process. Commission members must be residents of the City, except that any student currently enrolled in a secondary school within the City is a qualified member regardless of their city of residence. Each commissioner serves a two-year term. (Aurora, Colo. Code § 2-902). (TJoyce)



To: Mayor Coffman and Members of City Council
From: Sydney Sierk, Chair, Aurora Youth Commission
Through: Dave Wagner, Youth Services and Marcus Bond, City Clerk Analyst
Date: November 22, 2024
Subject: Consideration to Remove a member from the Aurora Youth Commission

The Aurora Youth Commission respectfully recommends the removal of Kianna Jones from the Aurora Youth Commission for the following reasons:

Kianna has not attended a meeting this session (August-November) and has not given prior notification of being absent.

In accordance with the Bylaws, Article V, Section C:

Members who accrue two consecutive unexcused absences or four excused absences in a twelve-month period may be referred to City Council for dismissal.

The board member was contacted on the following days regarding the Aurora Youth Commission's concerns:

Wednesday November 20th, 2024

The board member's response was as follows: "I do not plan on coming back due to my schedule being full right now"

Recommendation

The Aurora Youth Commission respectfully recommends to city council the removal of Kianna Jones as a member on the Aurora Youth Commission.



To: Mayor Coffman and Members of City Council
From: Sydney Sierk, Chair, Aurora Youth Commission
Through: Dave Wagner, Youth Services and Marcus Bond, City Clerk Analyst
Date: November 22, 2024
Subject: Consideration to Remove a member from the Aurora Youth Commission

The Aurora Youth Commission respectfully recommends the removal of Madison Savage from the Aurora Youth Commission for the following reason(s):

Madison has not attended a meeting this session (August-November) and has not given prior notification of being absent.

In accordance with the Bylaws, Article V, Section C:

Members who accrue two consecutively unexcused absences or four excused absences in a twelve-month period may be referred to City Council for dismissal.

The board member was contacted on the following days regarding the Aurora Youth Commission's concerns:

Wednesday November 20th, 2024

The board member's response was as follows: Madison did not respond to multiple email attempts to contact.

Recommendation

The Aurora Youth Commission respectfully recommends to city council the removal of Madison Savage as a member on the Aurora Youth Commission.



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to Reappoint One (1) Member to the General Employee's Retirement Board
Item Initiator: Kadee Rodriguez, City Clerk
Staff Source/Legal Source: Kadee Rodriguez, City Clerk / Tim Joyce, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 6.2--Maintain superior financial reporting, financial controls, appropriate reserves, budgeting financial management and transparency

COUNCIL MEETING DATES:

Study Session: 12/16/2024

Regular Meeting: 1/13/2025

2nd Regular Meeting (if applicable): N/A

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

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

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☐ Minutes Attached

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

The purpose of the General Employee's Retirement Board is to administer the pension plan for the city of Aurora general employees, to manage and be responsible for its proper operation, and to supervise the investment of funds held in trust.

The General Employee's Retirement Board consists of seven (7) voting members appointed by the Aurora City Council. The term length is three (3) years and members are not term limited. All eligible applications received within the last year are forwarded to the Board to be considered for interviews.

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

The General Employee's Retirement Board currently has one (1) upcoming vacancy. The Commission received one (1) application and an interview was conducted on November 21, 2024.

The applicant was:
Michelle Reding

Upon conducting interview, the General Employee's Retirement Board respectfully recommends the reappointment of the following candidate:

Michelle Reding – 5th term beginning 1/1/2025 and ending on 12/31/2027

FISCAL IMPACT

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

☐ Revenue Impact

☐ Budgeted Expenditure Impact

☐ Non-Budgeted Expenditure Impact

☐ Workload Impact

☒ No Fiscal Impact

REVENUE IMPACT

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

N/A

BUDGETED EXPENDITURE IMPACT

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does Council wish to appoint Michelle Reding to the General Employee’s Retirement Board?

LEGAL COMMENTS

Aurora, Colo. Code § 102-145 created a Board of Trustees for the City’s General Employees’ Retirement Plan (“GERP”). The GERP Board shall consist of three participants who are employees of the City participating in the plan elected by employees of the City. The term for members selected by the employees of the City shall be for three years. City Council shall appoint three qualified electors who are not employees or officials of the City to the GERP board. The term of a member appointed by City Council shall be for a period of three years. One City resident for at least one year will be selected by the elected members or Council appointee members to be a member of the GERP Board. The term of a member selected by the GERP Board shall be for three years. (Aurora Colo. Code § 102-145). (TJoyce)

General Employees Retirement Board

Applicant Package - Ward To Be Determined

General Employees Retirement Board - Ward To Be Determined

Term 01 Jan 2025 - 31 Dec 2027

Positions Available 1

Number of applicants in this package 1

- Reding, Michelle

Received: 12/9/2024

Ward V Resident & Registered Voter

Arapahoe County

Vetted: 12/9/2024

Marcus Bond

Name: Reding, Michelle

Address: [REDACTED]

Email: [REDACTED]

Board Name: General Employees Retirement Board

Date of Birth:

[REDACTED]

Home Phone Number:

[REDACTED]

Work Phone Number:

[REDACTED]

How long have you lived in Aurora?:

19 years

Are you registered to vote?:

Yes

Years of Education Completed:

16

Degree(s) Received:

Bachelor of Science

College(s) Attended:

Iowa State University

Employer Name:

Dry Dock Brewing

Employer Address:

15120 E Hampden Ave, Aurora, CO 80014

Current Position:

Co-Owner

Years with Current Employer:

13

Work Experience:

13+ years in pension consulting for DB public and private plans. 22 years as a business owner in the City of Aurora.

Certification(s):

Fellow of the Society of Actuaries and Enrolled Actuary

How are you involved in your community?:

Current GERP trustee and member of the BAB

List your interests and activities.:

skiing, hiking, volleybal, craft beer, travel

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

Yes

If yes, enter the board name and position:

Member of the Business Advisory Board, representing CM Coombs

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

Yes

Why do you desire this appointment?:

My actuarial and pension consulting experience make me uniquely qualified to serve on this Board. Additionally, as an owner of 2 Aurora businesses, I am a plan sponsor of an employee retirement plan.

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

10 hours / month

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

No

If yes, please explain:

NA

Reference 1: Full Name, Phone Number and Address:

Kevin DeLange, [REDACTED]

Reference 2: Full Name, Phone Number and Address:

Dari Blake, [REDACTED]

Reference 3: Full Name, Phone Number and Address:

Stacy Bear, [REDACTED]

How did you hear about us?:

Other

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

Michelle Reding

Time of Submission: 12/09/24 12:53:01 PM

MEMORANDUM

TO: Aurora City Council Members

THROUGH: Cecilia Zapata, Deputy City Clerk

FROM: Steven Shanks, Pension Plan Administrator
General Employees' Retirement Plan and
Marcus Bond, City Clerk Analyst

DATE: December 6, 2024

SUBJECT: Council Appointment to the GERP Board

The General Employees' Retirement Board interviewed **Michelle Reding (Ward V)**, on November 21, 2024. Ms. Reding was first appointed as a GERP trustee in 2012 and currently serves on the finance committee.

Ms. Reding has enjoyed her time serving as a GERP trustee and has expressed a desire to continue to contribute to the Aurora community. Michelle also noted that she serves on the City of Aurora Business Advisory Board and that she is very invested in the City of Aurora.

Board members noted Michelle's prior professional experience as a pension actuary makes her an extremely valuable member of the GERP Board. She also brings her perspective as a small business owner into discussions on benefit policy. All agreed that she has made a significant contribution to GERP.

The GERP Board members were unanimous in their support and highly recommend Michelle Reding's reappointment.



CITY OF AURORA

Council Agenda Commentary

Item Title: Intergovernmental Agreement (IGA) with Elbert County and MU Elora LLC for County Line and Delbert Intersection Signal Funding (Resolution)

Item Initiator: Haley Johansen, City Engineer, Development Services

Staff Source/Legal Source: Haley Johansen, City Engineer, Development Services / 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: 12/16/2024

Regular Meeting: 1/13/2025

ITEM DETAILS

Haley Johansen, City Engineer, Development Services / Brian Rulla, Assistant City Attorney

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Transportation, Airports & Public Works

Policy Committee Date: 11/21/2024

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

- | | |
|---|---|
| ☐ Recommends Approval | ☐ Does Not Recommend Approval |
| ☐ Forwarded Without Recommendation | ☐ 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.)*

Committee Chairperson Hancock agreed to sponsor the IGA directly to Study Session. Meeting minutes are not yet available.

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

The City, in collaboration with Elbert County and MU Elora, LLC (Elbert County Development), acknowledge that there is an anticipated future signal at the intersection of County Line Road (CR 194) & Monaghan/Delbert Road. The permitting, construction, inspection, maintenance and operation is Aurora's obligation, as defined through an existing IGA with Douglas County and a concurrently routed IGA with Elbert & Arapahoe Counties for the one-mile segment east of this intersection along County Line Road.

Funding for the signal is divided proportionally, where Aurora is responsible for 50% of the traffic signal funding. The developments within Aurora have, or will have, contributed to the Traffic Signal Escrow fund through their respective developments as required per City Code. Blackstone is on the northwest corner of the intersection and has already contributed funding to the Traffic Signal Escrow fund. Trails at Overland Ranch is in the process of development, and will contribute to the Traffic Signal Escrow fund as the development progresses, and when required.

Elbert County and MU Elora, LLC will contribute the remaining 50% of the funding. Elbert County's contribution is capped at \$200,000, and MU Elora, LLC will remit the remainder of the percentage.

Other than Elbert County's contribution, the amount is not yet known. Traffic Signal Escrow amounts are updated periodically, and the amount will be in accordance with the defined escrow obligation in the year the funds are remitted. Elbert County and MU Elora, LLC are both required to remit payment to the City within 120 days of execution of the IGA.

Elbert County anticipates bringing this IGA to their Board of Commissioners for approval in December.

FISCAL IMPACT

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

- ☐ Revenue Impact ☒ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☐ No Fiscal Impact

REVENUE IMPACT

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

N/A

BUDGETED EXPENDITURE IMPACT

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

N/A, funds contributed by Elbert County and Elora Development (in Elbert County)

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A. Workload will be absorbed into FTE positions in Public Works Traffic Engineering.

QUESTIONS FOR COUNCIL

Does the Council Policy Committee support moving forward the Resolution for the Intergovernmental Agreement regarding construction and related costs of the traffic signal for County Line Road (CR 194) and Delbert Road intersection between Aurora, Elbert County, and MU Elora, LLC to the next available Regular Session?

LEGAL COMMENTS

Governments may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units only if such cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve. (C.R.S. Section 29-1-203(1)). City Council may, by resolution, enter into intergovernmental agreements with other governmental units or special districts for the joint use of buildings, equipment or facilities, and for furnishing or receiving commodities or services. (City Charter Section 10-12). (Rulla)

TRANSPORTATION, AIRPORTS, AND
PUBLIC WORKS COMMITTEE
November 21, 2024



IGA FOR COUNTY LINE ROAD M&O WITH ARAPHOE & ELBERT COUNTIES & TRAFFIC SIGNAL FUNDING WITH ELBERT COUNTY AND ELORA

HALEY JOHANSEN, CITY ENGINEER
DEVELOPMENT SERVICES

Presentation Revised November 26, 2024 for City Council Study and Regular Sessions



County Line Road

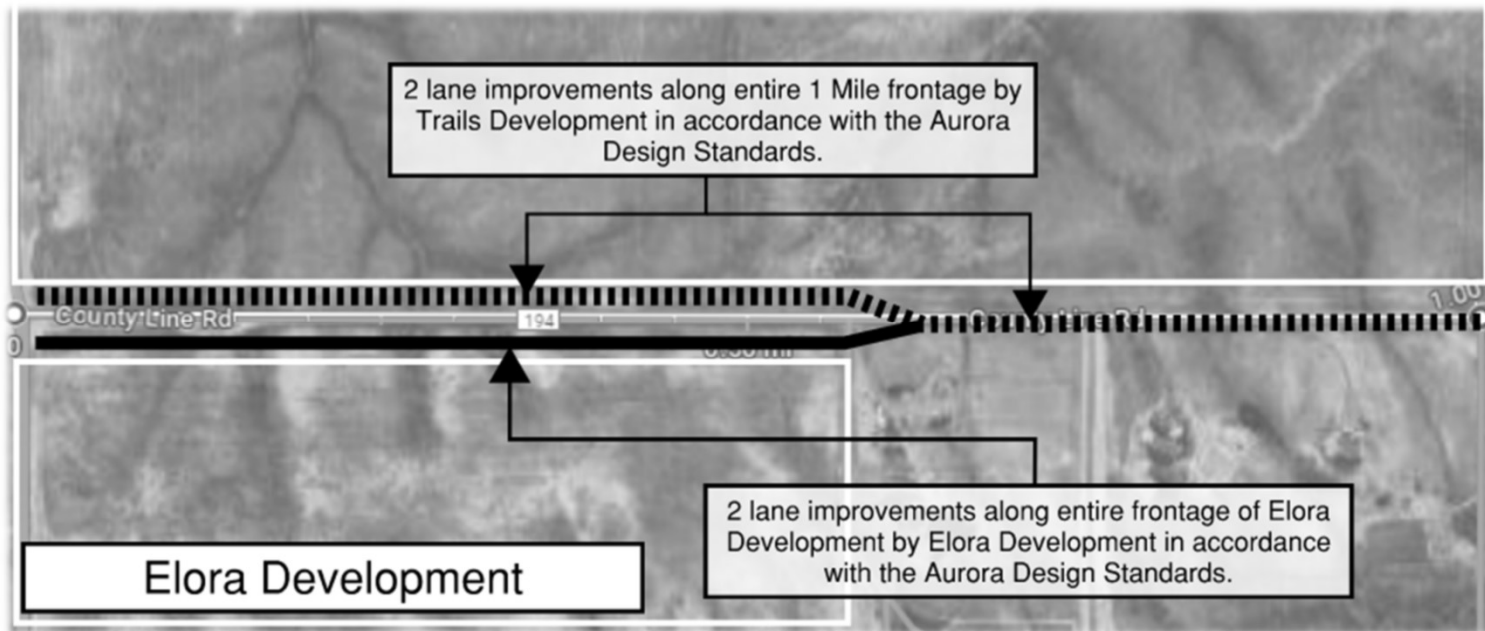


- County Line Road is in the southeastern-most edge of Aurora
- The IGA covers the 1-mile stretch, east from the Monaghan/Delbert intersection



- Aurora, Elbert and Arapahoe Counties overlap or will overlap this segment of public right of way and roadway
- The overlap across County Line Road requires the tri-party agreement

PROPOSED ROADWAY



Arapahoe County does not have any M&O obligation as part of this IGA.

The IGA does generally give permitting, approval, and inspection authority to COA.

COA M&O

Generally responsible for the roadway and infrastructure along the north edge

- Pavement, median, curb/gutter
- Street Section Standards – 4-lane arterial
- Sidewalks
- Curbside landscaping & irrigation
- Weeds and debris along north side and unimproved south side
- Snow removal and sweeping
- ADA curb ramps, including intersection
- Streetlights
- Signing & striping
- Traffic signal and streetlights (funding is a separate agreement)
- Drainage and storm structures, culverts
- Water and sanitary infrastructure



ELBERT MAINTENANCE RESPONSIBILITIES



Google street view, looking east along County Line

Generally responsible for infrastructure south of southern curb line along the initial 4-lane section:

- Sidewalks and curb ramps
- Curbside landscaping & irrigation along south side
- Weeds and debris, adjacent to Elora development
- Streetlights
- Traffic signal funding (separate IGA)

If/when the eastern 2-lane segment is expanded to a 4-lane, Elbert will be responsible for:

- Sidewalks and curb ramps
- Curbside landscaping & irrigation along south side
- Weeds and debris, adjacent to the future development
- Streetlights
- Traffic signal funding (separate IGA)



County Line and Monaghan/ Delbert Road Intersection



TRAFFIC SIGNAL FUNDING M&O

- There is an anticipated future signal at the intersection of County Line Road (CR 194) & Monaghan/Delbert Road
- Permitting, construction, inspection, maintenance and operation is Aurora's obligation
- Defined through an existing IGA with Douglas County and a concurrently routed IGA with Elbert & Arapahoe Counties
- Funding contribution for 50% of the signal cost from Elbert County and Elora Development (Elbert County development) to the City with 120 days of execution of agreement

QUESTIONS & DISCUSSION

Does the Council Policy Committee support the Resolution for the Intergovernmental Agreement between City of Aurora, Arapahoe County, and Elbert County regarding the operations and maintenance for the segment of County Line Road moving forward to the next available Study Session?



**INTERGOVERNMENTAL AGREEMENT REGARDING CONSTRUCTION
AND RELATED COSTS OF TRAFFIC CONTROL INFRASTRUCTURE FOR
CR 194 AND DELBERT ROAD INTERSECTION**

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 202_ by and between the CITY OF AURORA, a Colorado municipal corporation (the "City"), MU ELORA LLC, a Colorado Limited Liability Company ("Developer"), and the BOARD OF COUNTY COMMISSIONERS OF ELBERT COUNTY, (the "County"), collectively referred to herein as the "Parties" or individually as "Party."

Recitals

WHEREAS, C.R.S. § 29-1-203 authorizes the City of Aurora and Elbert County to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units, including the sharing of costs; and

WHEREAS, C.R.S. §§ 24-68-101 through 24-68-106 allows Counties and Cities to enter into agreements with developers regarding land use and development;

WHEREAS, the City, County, and Developer find value in providing certainty regarding the financial responsibilities of each party associated with the intersection infrastructure, to include traffic control device infrastructure/traffic signal to be located at County Road 194 (CR 194) and Delbert Road intersection, made necessary partially due to the development of the Elora subdivision and associated land use as proposed by MU ELORA LLC;

WHEREAS, Developer has commenced the construction of a project in the County known as Elora (the "**Project**") as more fully described in the legal description marked as Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the Project abuts County Road 194 (CR 194) a.k.a County Line Road) and Delbert Road (the "**Intersection**"), and will require a future traffic signal (the "**Future Traffic Signal**") at the Intersection; and

WHEREAS, different portions of the Traffic Control Device Infrastructure/Future Traffic Signal will be located within the City, of Aurora; and

WHEREAS, pursuant to City Code Section 126-38(d), the City has established a Traffic Signal Escrow (the "**City Traffic Signal Escrow**") in order to facilitate the future installation of signal(s) at identified intersection(s) and the prescribed escrow amount per signal is updated periodically; and

Terms

NOW THEREFORE, in consideration of the consideration specified herein, the premises, the mutual promises of the parties, and the mutual benefits to be gained by performance, it is agreed as follows:

1. **Recitals.** The foregoing recitals are hereby incorporated as though fully set forth herein.

2. **Costs for Construction of Infrastructure, to include a Traffic Signal Located at CR 194 and Delbert Road:** The County agrees to delegate to the City, and the City agrees to assume responsibility for the planning, project management, permitting, construction, and inspection of the intersection and related infrastructure/traffic control device construction located at CR 194 and Delbert Road.

3. **County Obligation.** The County agrees to contribute Two Hundred Thousand and 00/100ths Dollars (\$200,000.00) (the “**County Contribution**”) toward the traffic control infrastructure and signal construction costs at the CR 194 and Delbert Road intersection (the “**Future Traffic Signal**”), which represents one-quarter share of the Future Traffic Signal. The County shall make the County Contribution to the City within one hundred twenty (120) days following full execution by all Parties to this Agreement. The County’s Contribution shall be in full satisfaction of the County’s share of one-quarter of the cost of the traffic control infrastructure and signal construction costs at the CR 194 and Delbert Road intersection regardless of the actual costs of the same.

4. **Developer Obligation.** MU ELORA LLC agrees to remit one-half (1/2) of the of the cost for the Future Traffic Signal LESS the County Contribution (the “**MU Elora Contribution**”) within one hundred twenty (120) days of the full execution of this Agreement by all Parties (the “**Payment Due Date**”). The Parties acknowledge that the current assumed cost for construction is eight-hundred twelve thousand dollars (\$812,000), which would equate to a payment of \$206,000 ($\$812,000/2 = \$406,000 - \$200,000 = \$206,000$). However, the City agrees to provide an updated assumed cost based on 2025 estimates to MU Elora LLC not less than 30 days prior to the Payment Due Date and the MU Elora LLC Contribution shall be adjusted to reflect the 2025 estimate. The costs to be remitted to the City of Aurora may be assumed by a Special District formed as part of the Elora Subdivision upon written agreement with the County and City of Aurora. The MU Elora Contribution shall be in full satisfaction of the MU Elora LLC one-quarter share of the traffic control infrastructure and signal construction costs of the CR 194 and Delbert Road intersection regardless of the actual costs of the same.

4. **Relationship of Parties.** This Agreement does not, and shall not, be construed as creating a relationship of joint venturers, partners, or employer-employee between the Parties.

5. Liability of Parties. No Party shall have any obligation whatsoever to repay any debt, financial obligation, or liability of the other Party.

6. Modification. This Agreement may be modified, amended, changed or terminated, in whole or in part, only by an agreement in writing duly authorized and executed by the Parties. No consent of any third party shall be required for the negotiation and execution of any such agreement.

7. Waiver. The waiver of a breach of any of the provisions of this Agreement by either Party shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or another provision of this Agreement.

8. Integration. This Agreement contains the entire agreement between the Parties and no statement, promise or inducement made by any Party or the agent of any Party that is not contained in this Agreement shall be valid or binding.

9. Severability. Invalidation of any of the provisions of this Agreement or of any paragraph, sentence, clause, phrase or work herein, or the application thereof in any given circumstance, shall not affect the validity of any other provision of this Agreement.

10. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

11. No Multiple-Year Financial Obligation. Nothing herein shall be deemed or construed to create a debt or multiple fiscal year obligation within the meaning of Article X, Section 20 of the Colorado Constitution.

12. Headings for Convenience Only. The headings, captions and titles contained herein are for convenience and reference only and are not intended to enlarge or restrict the content thereof.

13. No Third Party Beneficiaries. The benefits and burdens of the Agreement shall inure solely to the Parties. There are no third-party beneficiaries of this Agreement.

15. Recordation. This Agreement shall be recorded with the Clerk and Recorder of Elber County, and shall run with the land, and shall be binding upon and inure to the benefit of the heirs, successors, and assignees of the parties hereto.

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 the Parties pursuant to Colorado law, including, but not limited to, the Colorado Governmental Immunity Act.

17. Counterparts; Copies of Signatures. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one (1) and the same instrument. signature pages from one (1) or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document. This Agreement may be executed and delivered by electronic means, and execution and delivery of the signature page by such methods will be deemed to have the same effect as if the original signature had been delivered to the other Party

18. Notice. All notice required under this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. All parties by notice so given, may change the address to which future notices shall be sent.

Notice to the City of Aurora:

Haley Johansen, City Engineer
City of Aurora
15151 Alameda Parkway
Suite 3200
Aurora, Colorado 80012
Phone: 303-739-7300
Email: hjohanse@auroragov.org

With copy to:

Brian Rulla, Assistant City Attorney
City Attorney's Office
Suite 5300
Aurora, Colorado 80012
Phone: 303-739-7040
Email: brulla@auroragov.org

Notice to Elbert County:

Elbert County Board of County Commissioners
P.O. Box 7
751 Ute Avenue
Kiowa, Colorado 80117

With copy to:

Bart Greer
Elbert County Attorney's Office.
215 Comanche St.
Kiowa, Colorado 80117

Notice to Miller United Real Estate, LLC:

MU ELORA LLC
6900 E. Belleview Avenue, Suite 300
Greenwood Village, Colorado 80111

With copy to:

McGeady Becher Cortese Williams P.C.
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203

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

CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

By: _____
Chris Richardson, BOCC Chairman

ATTEST:

Rhonda Braun
Elbert County Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Bart Greer, Elbert County Attorney

ATTEST:

CITY OF AURORA

By: _____
Kadee Rodriguez
City Clerk for the City of Aurora

By: _____
Mike Coffman, MAYOR

Date: _____

APPROVED AS TO FORM:

By: _____
Brian Rulla, Asst. City Attorney

Date: _____

MU ELORA LLC

By: 
Daniel R. Sheldon as Manager

ATTEST: 

EXHIBIT A
(Legal Description)

A PARCEL OF LAND SITUATED IN THE NORTH HALF OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ELBERT, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN IS ASSUMED TO BEAR NORTH 00°42'41" EAST BASED ON NAD83 (92) COLORADO STATE PLANE CENTRAL ZONE (502) COORDINATES, BEING MONUMENTED AT THE NORTHWEST CORNER OF SAID SECTION BY A 3.25" ALUMINUM CAP STAMPED "PLS 38097 2016 CC" 03' BELOW ASPHALT AND AT THE WEST QUARTER CORNER BY A 3.25" ALUMINUM CAP STAMPED "LS 19003 1997" 0.4' BELOW GRADE.

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 3;

THENCE N89°28'35" EAST ALONG THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2490.11 FEET TO THE SOUTH QUARTER CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN;

THENCE NORTH 89°28'21" EAST CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 379.60 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE WESTERLY BOUNDARY OF MONARCH MEADOWS, RECORDED AT RECEPTION NO. 342328 IN THE ELBERT COUNTY CLERK AND RECORDER'S OFFICE;

THENCE SOUTH 00°23'12" WEST ALONG SAID NORTHERLY EXTENSION AND THE WESTERLY BOUNDARY OF SAID MONARCH MEADOWS, A DISTANCE OF 2,989.09 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 3;

THENCE SOUTH 89°52'00" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 2,886.31 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3;

THENCE NORTH 00°42'41" EAST ALONG SAID WEST LINE, A DISTANCE OF 2,969.72 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 8,573,639 SQUARE FEET OR 196.824 ACRES, MORE OR LESS.

RESOLUTION NO. R2025- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO, THE BOARD OF COUNTY COMMISSIONERS OF ELBERT COUNTY, COLORADO, AND MU ELORA LLC, FOR THE CONSTRUCTION OF A TRAFFIC SIGNAL AT THE INTERSECTION OF COUNTY ROAD 194 AND DELBERT ROAD

WHEREAS, the City of Aurora, Colorado (“City”), a home rule municipal corporation of the Counties of Adams, Arapahoe and Douglas, State of Colorado, the Board of County Commissioners of Elbert County, (the “County”), and Mu Elora LLC, a Colorado Limited Liability Company (“Developer”), find value in providing certainty regarding the financial responsibilities of each party associated with the Future Traffic Signal (the “Future Traffic Signal”) to be located at the intersection (the “Intersection”) of County Road 194 (“County Line Road”) and Delbert Road (the “Future Traffic Signal”); and

WHEREAS, Developer has commenced the construction of a project in the County known as Elora (the “Project”) that abuts County Line Road and Delbert Road; and

WHEREAS, the City, the County, and the County of Arapahoe, Colorado anticipate entering into a separate intergovernmental agreement between the City, the County, and the County of Arapahoe, Colorado, for the operations and maintenance of a portion of County Line Road; and

WHEREAS, the City and the County of Douglas, Colorado have entered into that certain Intergovernmental Agreement Regarding County Line Road and S. Sampson Gulch Way dated March 10, 2015 and recorded at reception number D5098727 in the official records of Arapahoe County related to the intersection of Delbert Road/Monaghan Road and County Line Road; and

WHEREAS, collectively, these various intergovernmental agreements outline the roles and responsibilities for the operation and maintenance of the Intersection and have identified the City as the party responsible for the design, permitting, construction, and inspection authority of the Future Traffic Signal; and

WHEREAS, pursuant to § 29-1-203, C.R.S., as amended, governments may cooperate or contract with each other to provide any function, service or facility lawfully authorized to each, and any such contract may provide for the sharing of costs, the imposition of taxes, and the incurring of debt; and

WHEREAS, Section 10-12 of the City Charter authorizes City Council, by resolution, to enter into contracts or agreements with other governmental units or special districts for the joint use of buildings, equipment, or facilities, and for the furnishing or receiving of services.

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

Section 1. The Intergovernmental Agreement Regarding Construction and Related Costs of Traffic Signal for CR 194 and Delbert Road between the City, the County, and the Developer is hereby approved.

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

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 _____, 2025.

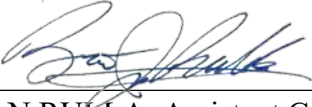
MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By:  _____
BRIAN RULLA, Assistant City Attorney

RLA



CITY OF AURORA

Council Agenda Commentary

Item Title: Intergovernmental Agreement (IGA) for County Line Maintenance with Arapahoe and Elbert Counties (Resolution)
Item Initiator: Haley Johansen, City Engineer, Development Services
Staff Source/Legal Source: Haley Johansen, City Engineer, Development Services / 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: 12/16/2024

Regular Meeting: 1/13/2025

ITEM DETAILS

Haley Johansen, City Engineer, Development Services / Ian Best, Assistant City Attorney

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Transportation, Airports & Public Works

Policy Committee Date: 11/21/2024

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

- | | |
|---|---|
| ☒ Recommends Approval | ☐ Does Not Recommend Approval |
| ☐ Forwarded Without Recommendation | ☐ 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.)*

TAPS Policy Committee approved item to move forward to Study Session. Meeting minutes are not yet available.

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

The City, in collaboration with Arapahoe County and Elbert County, acknowledge that the segment of County Line Road, for approx. one-mile east of Monaghan/Delbert intersection, requires an intergovernmental agreement to define the allocation of their respective maintenance responsibilities.

Arapahoe County, Elbert County, and the City agree that it is in their mutual interest to identify their respective rights and obligations in and to the areas where jurisdictions overlap with the County Line Road right of way as reflected in the Exhibits to the IGA, to avoid conflict and duplication of services, as well as define the terms for maintaining the public row of way.

The City is responsible for the maintenance of County Line Road, generally for the roadway (southern curb line north) and infrastructure along the north edge including:

- Pavement, median, curb/gutter
- Street Section Standards – 4-lane arterial
- Sidewalks
- Curbside landscaping & irrigation
- Weeds and debris along north side and unimproved (2-lane) south side
- Snow removal and sweeping
- ADA curb ramps, including intersection
- Streetlights
- Signing & striping
- Traffic signal and streetlights (funding is a separate agreement)
- Drainage and storm structures, culverts
- Water and sanitary infrastructure

Elbert County is generally responsible for infrastructure south of southern curb line along the initial 4-lane section:

- Sidewalks and curb ramps
- Curbside landscaping & irrigation along south side
- Weeds and debris, adjacent to Elora development
- Streetlights
- Traffic signal funding (separate IGA)

If/when the eastern 2-lane segment is expanded to a 4-lane, Elbert will be responsible for:

- Sidewalks and curb ramps
- Curbside landscaping & irrigation along south side
- Weeds and debris, adjacent to the future development
- Streetlights
- Traffic signal funding (separate IGA)

Arapahoe County does not have maintenance responsibilities along this segment of roadway, however since a portion is within Arapahoe County jurisdiction, this IGA provides permitting, approvals, and inspection authority to the City. The permitting, approvals, and inspection authority is granted to the City from Elbert County through this IGA.

Arapahoe County and Elbert County are intending to present this IGA for approval to their Board of Commissioners in December 2024. Execution of the agreement will follow.

FISCAL IMPACT

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

- ☐ Revenue Impact ☒ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☐ No Fiscal Impact

REVENUE IMPACT

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

N/A

BUDGETED EXPENDITURE IMPACT

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

Budgeted impact on standard roadway maintenance obligations.

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A. Workload will be absorbed into FTE positions in Public Works Operations.

QUESTIONS FOR COUNCIL

Does the Council Policy Committee support moving forward the Resolution for the Intergovernmental Agreement between City of Aurora, Arapahoe County, and Elbert County regarding the operations and maintenance for County Line Road, one mile east of Monaghan/Delbert intersection to the next available Regular Session?

LEGAL COMMENTS

Governments may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units only if such cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve. (C.R.S. Section 29-1-203(1)). City Council may, by resolution, enter into intergovernmental agreements with other governmental units or special districts for the joint use of buildings, equipment or facilities, and for furnishing or receiving commodities or services. (City Charter Section 10-12). (M. Gardner)

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF ARAPAHOE, COLORADO,
COUNTY OF ELBERT, COLORADO, AND
THE CITY OF AURORA, COLORADO,
FOR THE OPERATIONS AND MAINTENANCE PLAN OF A PORTION OF
COUNTY LINE ROAD**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into by and between the Board of County Commissioners of the COUNTY OF ARAPAHOE ("**Arapahoe**"), the Board of County Commissioners of the COUNTY OF ELBERT ("**Elbert**"), and the CITY OF AURORA, COLORADO, a home rule municipal corporation ("**Aurora**"), collectively, Arapahoe, Elbert, and Aurora are known herein as the "**Parties**".

RECITALS

WHEREAS, portions of County Road 50/194 ("County Line Road") are centered on the common corporate boundary between Arapahoe and Elbert; and

WHEREAS, the development of a project known as the Trails at Overland Ranch located in Aurora has commenced abutting County Line Road; and

WHEREAS, the development of a project known as Elora located in Elbert has commenced abutting County Line Road (COA RSN 1787181 as referral); and

WHEREAS, the development of a project known as Elora located in Elbert includes City-owned utility infrastructure (water and sanitary services), (COA RSN 1811116, as referral); and

WHEREAS, the Parties intend to establish an Operations and Maintenance Plan for the maintenance of the abutting section of County Line Road, for the first mile east of the intersection of Delbert Road/Monaghan Road and County Line Road; and

WHEREAS, the maintained mile section ("the Subject Segment") will terminate at the east edge of Trails at Overland Ranch east boundary, approximately 5,280 lineal foot portion of County Line Road, including the full intersection of Delbert Road/Monaghan Road as depicted on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, the ultimate street section (four lane arterial) of the Subject Segment will not be constructed for the full length of the Subject Segment identified in Exhibit A and the Subject Segment will transition from the four lane arterial street section back to the existing two lane section, as depicted in the site plan or civil plan set submitted to the City (COA RSN 1832212); and

WHEREAS, the Parties have advised Douglas County, Colorado ("Douglas") that unincorporated areas of the Subject Segment at the intersection of Delbert Road/Monaghan Road and County Line Road Douglas's jurisdiction will require similar design, requirements, permitting, inspection, acceptance, and maintenance as outlined within this IGA, and the Parties have provided this IGA for the County's records; and

WHEREAS, Aurora and the Douglas have entered into a separate intergovernmental agreement executed in March of 2015 related to the intersection of Delbert Road/Monaghan Road and County Line Road; This new IGA between the Parties will control in the event of any conflict with the Aurora and Douglas County IGA; and

WHEREAS, Arapahoe and Elbert have previously entered into a separate intergovernmental agreement for division of responsibility for section of County Road 50/194, executed May 17th, 2006, and the intergovernmental agreement is in the process of being amended and restated; The restatement removes the first mile along County Line to the east of Delbert Road from the IGA and updates some IGA language; and

WHEREAS, the Parties are authorized to enter into this Intergovernmental Agreement (“Agreement”) by their respective home rule Charters, by Colorado Constitution, art. XIV, § 18 and art. XX, and by Title 29, art. 1, part 2, C.R.S., and

WHEREAS, Elbert, Aurora, and Miller United Real Estate, LLC, have entered into a separate intergovernmental agreement for Construction and Related Costs of Traffic Control Infrastructure for the CR 194 and Delbert/Monaghan Road Intersection.

NOW, THEREFORE, the Parties agree as follows:

1. The foregoing RECITALS shall be incorporated into this Agreement.
2. **Division of Responsibility.** The Parties shall maintain the Subject Segment, as depicted on Exhibit A and outlined on Exhibit B.
3. **Maintenance Responsibility.** Maintenance of respective sections of the Subject Segment shall be as outlined in Exhibit B within the limits of public right- of-way.
4. **Specific and General Requirements and Responsibilities.** The Subject Segment cross-sections are generally described in Exhibit B. The standards to be followed and the Parties' specific respective responsibilities for installation, operation, and maintenance, including exceptions, for the Subject Segment are also described in Exhibit B and are supplemented by the following general requirements:
 - a. Irrigation water shall be provided by the Party responsible for operation and maintenance of the curbside landscape improvements to their respective standards, unless such responsibility belongs to a third party pursuant to all applicable laws, regulations, or agreements, as detailed in Exhibit B.
 - b. Electricity costs for streetlights shall be paid by each Party based on jurisdictional boundaries in accordance with Exhibit B. Electricity costs may be subject to agreements between Elbert County or City and developers, districts, etc. Streetlights on each side of road will require a separate meter, infrastructure, and appurtenances for the system.
 - c. Street name signs shall be the responsibility of each Party based on jurisdiction. Special signs installed as a part of signalized intersections shall be considered part of the traffic signal.
 - d. Standards for design, and operation and maintenance of roadway drainage systems shall be in accordance with Exhibit B.

Private detention and/or water quality systems shall be designed based on the more conservative design standards; of the location of the private detention and/or water quality system or the jurisdiction of the outfall discharge. Private detention and/or water quality ponds in the City of

Aurora Jurisdiction are owned, operated and maintained by the private owner. Private or public ponds located outside of the City of Aurora shall be owned, operated and maintained by Elbert County or per Subdivision agreement with development.

5. **Development Review and Initial Construction.** The Parties shall each own the infrastructure defined by Exhibit B. The infrastructure will be constructed in accordance with the responsible Party's standards, unless otherwise agreed to in writing by all Parties.
- a. When construction of the Subject Segment occurs, Aurora is responsible for regulating the street, Aurora's City Engineer (through the City's development review process) shall review and approve the street plans, including review of access points. Elbert shall cause the development's applicant to submit the street construction plans to Aurora for review and approval and to pay the associated review fees. Aurora shall send Elbert and Arapahoe referral plan set for comments. Elbert and Arapahoe shall respond with either comments or recommendations for approval of the application within 15 business days from the date the referral was received. All comments/concerns, including Elbert's comments, must be addressed by the applicant prior to Aurora approving the street plans and issuing a construction permit. Elbert shall withhold building permits until street plans are approved by Aurora.
 - i. Aurora will manage permitting, inspections, performance guarantees, and warranties associated with the construction work north of the curb & gutter line (including the curb) or edge of pavement. Elbert and Arapahoe shall be included in the construction process as necessary to assure it is satisfied with the construction and ultimate acceptance of the completed infrastructure. Elbert and Arapahoe will not direct the activities of the contractor of the applicant. Aurora agrees it will not provide initial or final acceptance of the improvements to the contractor prior to Elbert and Arapahoe providing written acceptance of the work to Aurora. Elbert and Arapahoe agrees such acceptance will be timely and will not be unreasonably withheld. Elbert and Arapahoe will not issue either building permit(s) or certificate of occupancy(ies) until such time as the public improvements are completed, and granted Initial Acceptance from Aurora.
 - b. When development occurs in Elbert, and Aurora is responsible for regulating the street, Aurora's City Engineer (through the City's development review process) shall review and approve the street plans, including review of access points. Elbert shall cause the development's applicant to submit the street construction plans to Aurora for review and approval and to pay the associated review fees. Aurora shall send Elbert a referral plan set for comments. Elbert shall respond with either comments or recommendations for approval of the application within 15 business days from the date the referral was received. All comments/concerns, including Elbert's comments, must be addressed by the applicant prior to Aurora approving the street plans and issuing a construction permit. Elbert shall withhold building permits until street plans are approved by Aurora.
 - i. Aurora will manage permitting, inspections, performance guarantees, and warranties associated with the construction work north of the curb & gutter line (including the curb) or edge of pavement. Elbert and Arapahoe shall be included in the construction process as necessary to assure it is satisfied with the construction and ultimate acceptance of the completed infrastructure. Elbert and Arapahoe will not direct the activities of the contractor of the applicant. Aurora agrees it will not provide initial or final acceptance of the improvements to the contractor prior to Elbert and Arapahoe providing written acceptance of the work

to Aurora. Elbert and Arapahoe agrees such acceptance will be timely and will not be unreasonably withheld. Elbert and Arapahoe will not issue either building permit(s) or certificate of occupancy(ies) until such time as the public improvements are completed, and granted Initial Acceptance from Aurora.

6. **Rehabilitation and Replacement.** Rehabilitation or replacement of the infrastructure covered by this Agreement will be considered as part of the Maintenance and Operations activities as shown on Exhibit B for Pavements.
7. **Effective Date.** This Agreement shall be effective upon the execution by both Parties.
8. **Remedies.** The Parties agree and acknowledge each Party may exercise all rights and remedies in law or in equity by decree of specific performance, or such other legal or equitable relief as may be available.
9. **General Provisions.**
 - a. **No Vested Rights.** This Agreement shall not grant any status or right to any third party, specifically any owner of any property or any owner of abutting property, to make any claim as a third-party beneficiary, or for deprivation of any right, violation of any vesting or rights, or any other claim. This Agreement is for the benefit of the Parties only.
 - b. **Agreement Runs With The Land.** The Parties to this Agreement shall cause a copy of this Agreement to be recorded in the real estate records of the County of Arapahoe and the County of Elbert upon execution of this Agreement. This Agreement shall be a servitude and its benefits and burdens shall run with the land subject to the terms of this Agreement.
 - c. **Cooperation of the Parties.** If any equitable action or other proceeding is commenced by a third party challenging the validity of any provision of this Agreement, the Parties shall reasonably cooperate in defending such action or proceeding, each to bear its own expenses in connection therewith. Unless the Parties otherwise agree, each Party shall select and pay its own legal counsel to represent it in connection with such action or proceeding.
 - d. **Severability.** The promises and covenants contained herein are severable in nature. Should any one or more of the provisions of this Agreement be judicially adjudged invalid, void or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provisions of this Agreement, so long as each Party receives substantially all the benefits contemplated in this Agreement and so long as enforcement of the remaining provisions would not be inequitable to the Party against whom they are being enforced under the facts and circumstances then pertaining.
 - e. **When Rights and Remedies Not Waived.** In no event shall any performance hereunder constitute or be construed to be a waiver by any Party of any breach of covenant or condition or of any default which may then exist. The rendering of any such performance when any such breach or default exists shall in no way impair or prejudice any right of remedy available with respect to such breach or default. Further, no assent, expressed or implied, to any breach of any one or more covenants, provisions, or conditions of this Agreement shall be deemed or taken to be a waiver of any other default or breach.

- f. **Subject to Local Laws; Venue.** Each and every term, provision, and condition herein is subject to the provisions of the laws of the United States, the State of Colorado, the Charters, Ordinances and regulations of Elbert and Aurora. Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Elbert, Colorado.
- g. **Paragraph Headings.** The paragraph headings are inserted herein only as a matter of convenience and for reference and in no way are intended to be a part of this Agreement or to define, limit or describe the scope or intent of this Agreement or the particular paragraphs hereof to which they refer.
- h. **No Third-Party Beneficiary.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the Parties that any person other than the Parties receiving benefits under this Agreement shall be deemed to be an incidental beneficiary only.
- i. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same document.
- j. **Appropriation.** It is understood and agreed that each Party's obligations pursuant to this Agreement are subject to prior appropriations of monies expressly made by such Party's City Council or Board of Directors for the purposes of this Agreement and paid into the Treasury of such Party. This agreement shall never constitute a debt, indebtedness, or multiple fiscal year financial obligation of the Parties within the meaning of the Constitution or laws of the State of Colorado.
- k. **Reasonableness of Consent or Approval.** Whenever under this Agreement "reasonableness" is the standard for the granting or denial of the consent or approval of a Party hereto, such Party shall be entitled to consider public and governmental policy, moral and ethical standards, as well as business and economic considerations.
- l. **No Personal Liability.** No elected official, director, officer, agent, manager, member or employee of the Parties shall be charged personally or held contractually liable by or to the other Party under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.
- m. **Entire Agreement.** This Agreement constitutes the entire understanding, contract, and agreement between the Parties as to the subject matter set forth herein. This Agreement supersedes prior written or oral understandings, agreements, and commitments, formal or informal, between the Parties relative to the subject matter of this Agreement only. This Agreement shall not affect any other intergovernmental or other agreement between the Parties hereto, or with other public or private jurisdictions or entities, which are not specifically superseded or modified by this Agreement, including but not limited to intergovernmental agreements providing for revenue sharing or reimbursements. No change, modification, alteration, or amendment to this Agreement shall be binding upon the Parties unless set forth in writing and executed by the authorized signatories of both Parties.

- n. **Notices.** All notices or other communications required under this Agreement shall be in writing and shall be hand delivered to the individual or officer at the following addresses, or to such other addresses as any Party may from time to time designate by notice given pursuant to this paragraph.

Notice to Aurora: City Engineer
Development Review & Public Works Depts.
15151 East Alameda Parkway, Suite 3200
Aurora, Colorado 80012

With copy to: City Attorney
15151 East Alameda Parkway, Suite 5300
Aurora, Colorado 80012

Notice to Arapahoe County: Chairman
Board of County Commissioners
Arapahoe County
5334 South Prince Street
Littleton, Colorado 80126-0001

With copy to: Arapahoe County Attorney
Arapahoe County
5334 South Prince Street
Littleton, Colorado 80126-0001

and Department Public Works and Development
Arapahoe County
6924 S. Lima Street
Centennial, Colorado 80112

Notice to Elbert County: Chairman
Board of County Commissioners
Elbert County
215 Comanche Street
PO Box 597
Kiowa, Colorado 80117

With copy to: Elbert County Attorney
Reid and Scheffel, PC
10964 South Pikes Peak Drive
Parker, Colorado 80138

[SIGNATURE PAGE FOLLOWS]

The effective date of this Agreement shall be the date of the last Party to sign the Agreement, as set forth below. ("Effective Date").

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered as of the Effective Date.

ATTEST:

CITY OF AURORA

By: _____
Kadee Rodriguez
City Clerk for the City of Aurora

By: _____
Mike Coffman, MAYOR

Date: _____

APPROVED AS TO FORM:

By: _____
Ian Best, Asst. City Attorney

ATTEST:

**ARAPAHOE COUNTY, STATE OF
COLORADO BOARD OF
COMMISSIONERS OF THE COUNTY OF
ARAPAHOE**

By: _____
City Clerk to the Board

By: _____
Bryan D. Weimer, PWLF, Director, PW&D
Authority Granted by Commissioner Resolution
24-077

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Arapahoe County Attorney

Date: _____

ATTEST:

**ELBERT COUNTY, STATE OF COLORADO
BOARD OF COMMISSIONERS OF THE
COUNTY OF ELBERT**

By: _____
City Clerk to the Board

By: _____
Chairman

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Elbert County Attorney

Date: _____

EXHIBITS

Exhibit A – Aurora/Arapahoe/Elbert Boundary Road Vicinity Map

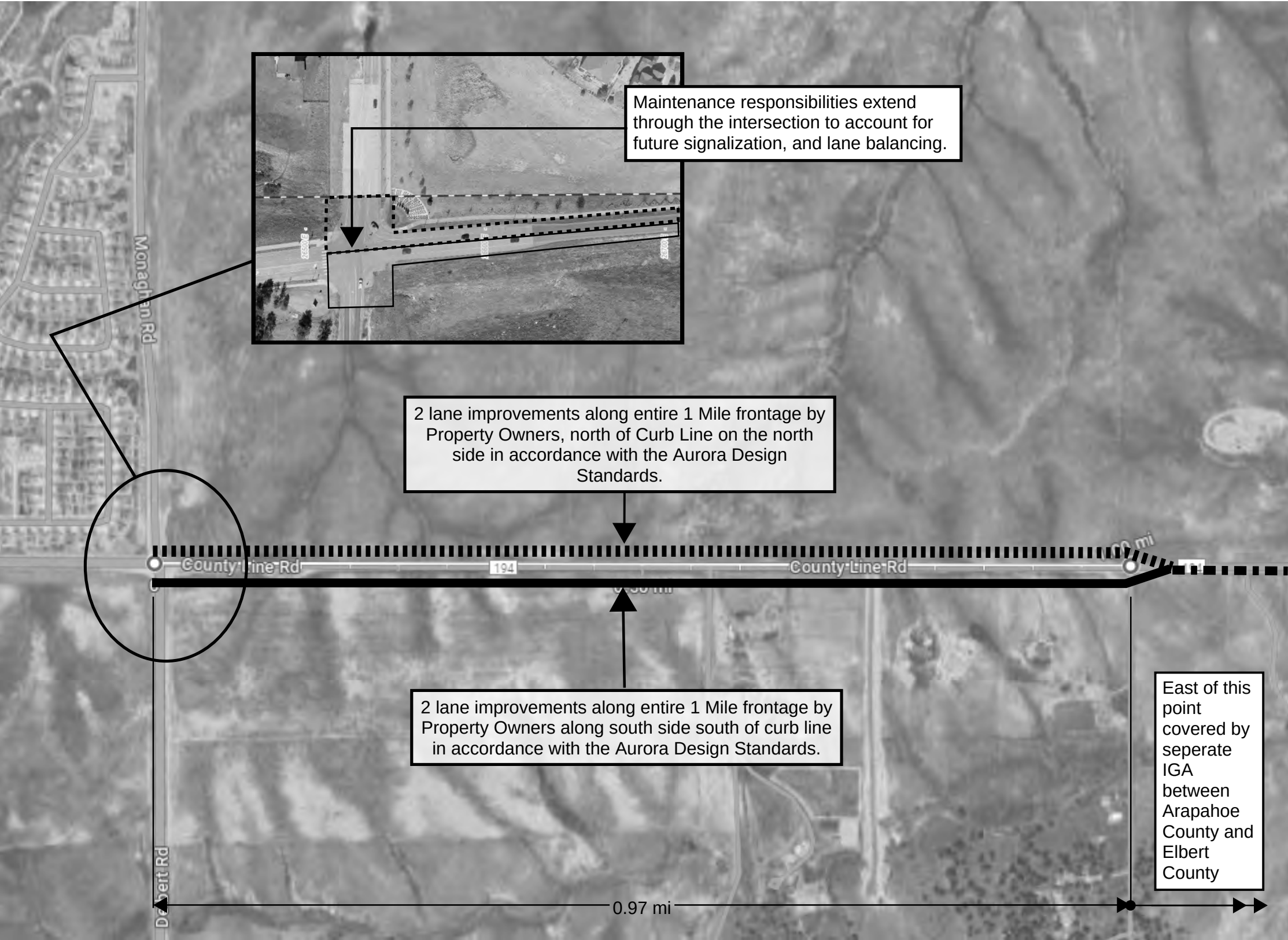
Exhibit B – Aurora/Arapahoe/Elbert Shared Corridor - Standards, Operations, Maintenance Table

Exhibit C – Aurora/Arapahoe/Elbert Shared Corridor – Utility Infrastructure Map

Exhibit A

Ultimate Condition of County Line Road

Aurora/Arapahoe/Elbert Boundary Road Vicinity Map

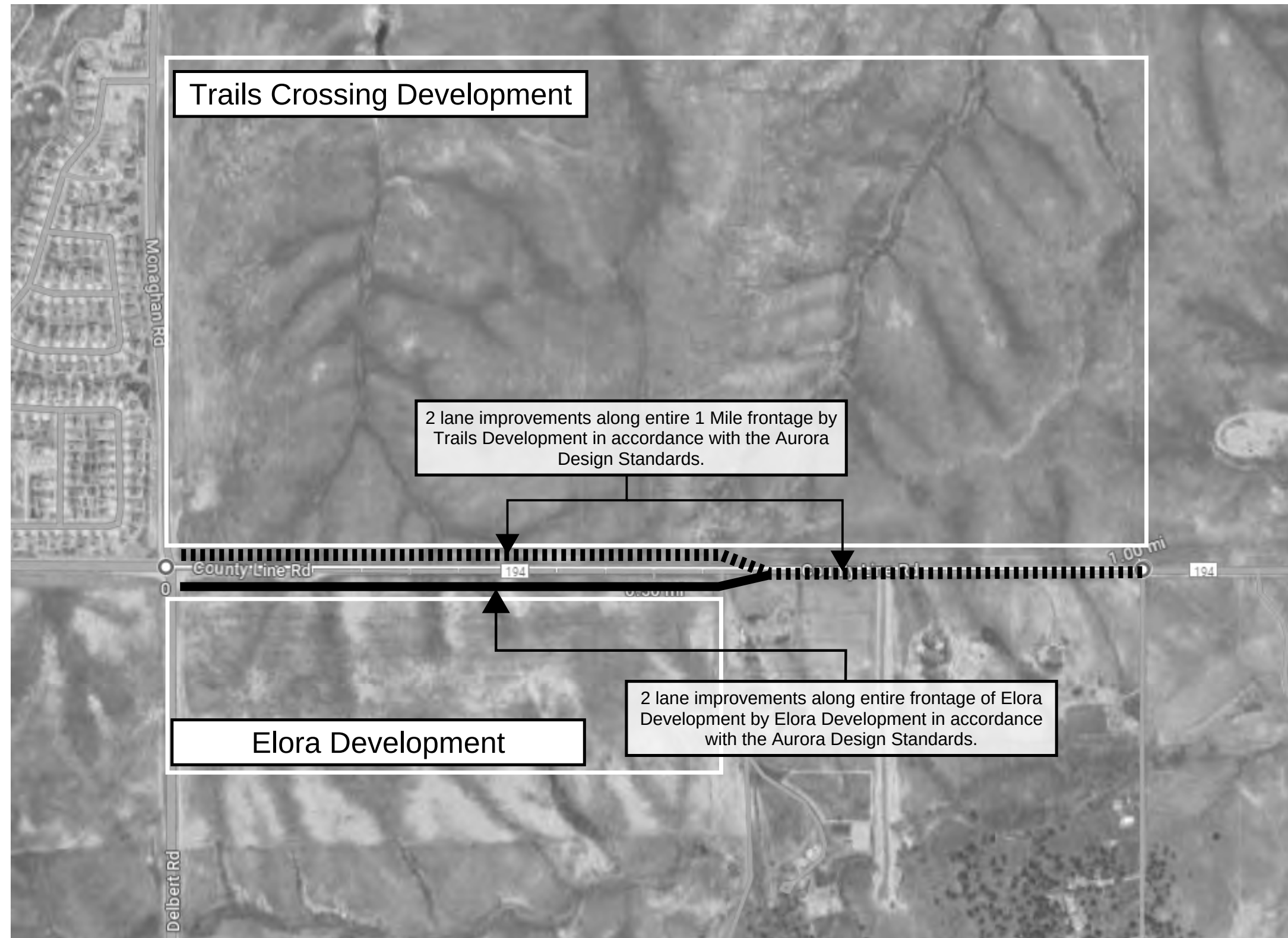


General Notes

The section extends from Delbert/Monaghan roads east for approximately 1 mile.

This graphic illustrates the ultimate build-outcondition. Roadway improvements to be coordinated with development approvals.

Exhibit A
Phased Condition of County Line Road Based on Active Development
Aurora/Arapahoe/Elbert Boundary Road Vicinity Map



General Notes:

This sheet illustrates the phased nature of the developments and that initially, there is no proposed development on the south side of County Line past the eastern boundary of the Elora development.

Exhibit B – Aurora/Arapahoe/Elbert Shared Corridor Standards, Operations, Maintenance Table

COUNTY LINE ROAD between Delbert/Monaghan & One Mile East

Generally, COA’s maintenance responsibility is from the south curb & gutter (including curb) north. Elbert’s maintenance responsibility is south of the southern curb line (excluding curb), with exceptions identified in the chart below. Elements described in this Exhibit includes designations of “north” or “south” to clearly identify the extents of maintenance obligations.

Permitting & Inspection shall be by each jurisdiction depending on Responsible Party for M&O, and in accordance with the agreement terms.

Aurora = COA (includes Developers & Districts), Arapahoe=ACo, Elbert =E (includes Developers & Districts), S=Standards/Specifications, M&O=Maintenance and Operations

Element	Responsible Party
Street Section	COA (S)
Pavement	COA (S, M&O)
Median(s)	COA (S, M&O)
North Curbside Landscape, Landscaping, Irrigation ¹	COA (S, M&O)
South Curbside Landscape, Landscaping, Irrigation ²	E (S, M&O)
Curbs & Gutters	COA (S, M&O)
North Weeds & Debris ¹	COA
South Weeds & Debris, adjacent to 4-lane section ²	E
South Weeds & Debris, adjacent to interim 2-lane section ³	COA
Street Snow Removal and Sweeping	COA
North ADA Curb Ramps and Intersection Curb Ramps ⁴	COA (S, M&O)
South ADA Curb Ramps ²	E (S, M&O)
North Sidewalk ¹	COA (S, M&O)
South Sidewalk ²	E (S, M&O)
North Street Lights, Associated Electric ¹	COA (S, M&O)
South Street Lights, Associated Electric ²	E (S, M&O)
Signing & Striping	COA (S, M&O)
Traffic Signal Funding Obligations at Intersection ^{4,5}	COA & E
Traffic Signal	COA (S, M&O)
City-owned Drainage & Storm Structures ⁶	COA (S, M&O)
Culverts in the 4-lane section of roadway ^{2,6}	E (S, M&O)
City-owned Utility Infrastructure (Water, Sanitary) ⁶	COA (S, M&O)
County-owned Drainage & Storm Structures	E (S, M&O)
County-owned Utility Infrastructure (Water, Sanitary) ⁶	E (S, M&O)
Existing culverts in the 2-lane section of roadway ⁶	COA (S, M&O)

1 – Responsibility of adjacent property owner, pursuant to City Code

2 – Subject to County Subdivision Improvement Agreements (or other such agreement)

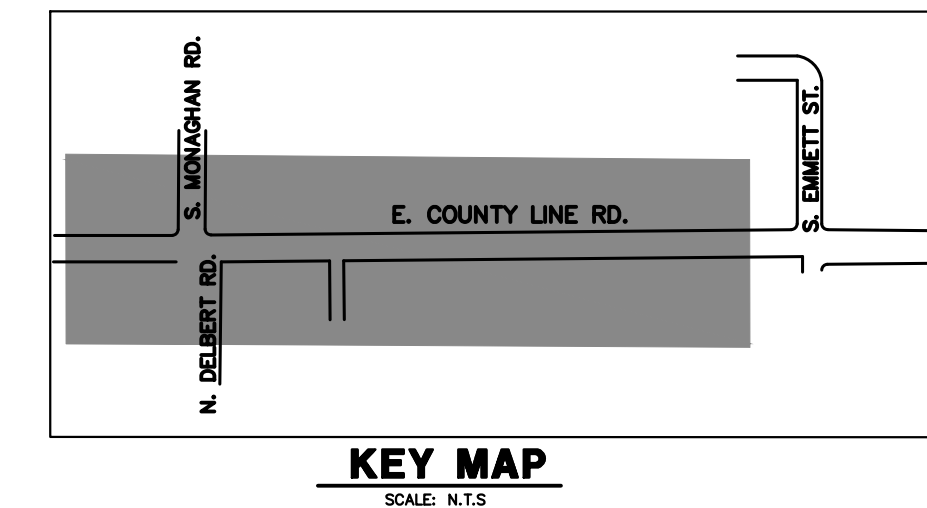
3 – Aurora will maintain until such time that development occurs in Elbert County, and Elbert will include maintenance of weeds and debris in a Subdivision Improvement Agreement (or other such agreement)

4 – Intersection refers to the Delbert/Monaghan & County Line, Aurora is responsible for 50% of the cost of the traffic signal Road, and Elbert is responsible for 50% of the cost of the traffic signal, when warranted

5 – Future traffic signals (aside from those specifically mentioned) will be subject to revised or new intergovernmental agreements

6 – Refer to Exhibit C for specific locations and responsibility of utility infrastructure

Exhibit C - Page 1 of 2
INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF ARAPAHOE, COLORADO, COUNTY OF ELBERT, COLORADO, AND THE CITY OF AURORA, COLORADO, FOR THE OPERATIONS AND MAINTENANCE PLAN OF A PORTION OF COUNTY LINE ROAD



J-R ENGINEERING
A Westrian Company



E. COUNTY LINE RD.
OVERALL UTILITY PLAN
AURORA, CO

OWNER:
JEN COLORADO 19

NOT FOR
CONSTRUCTION

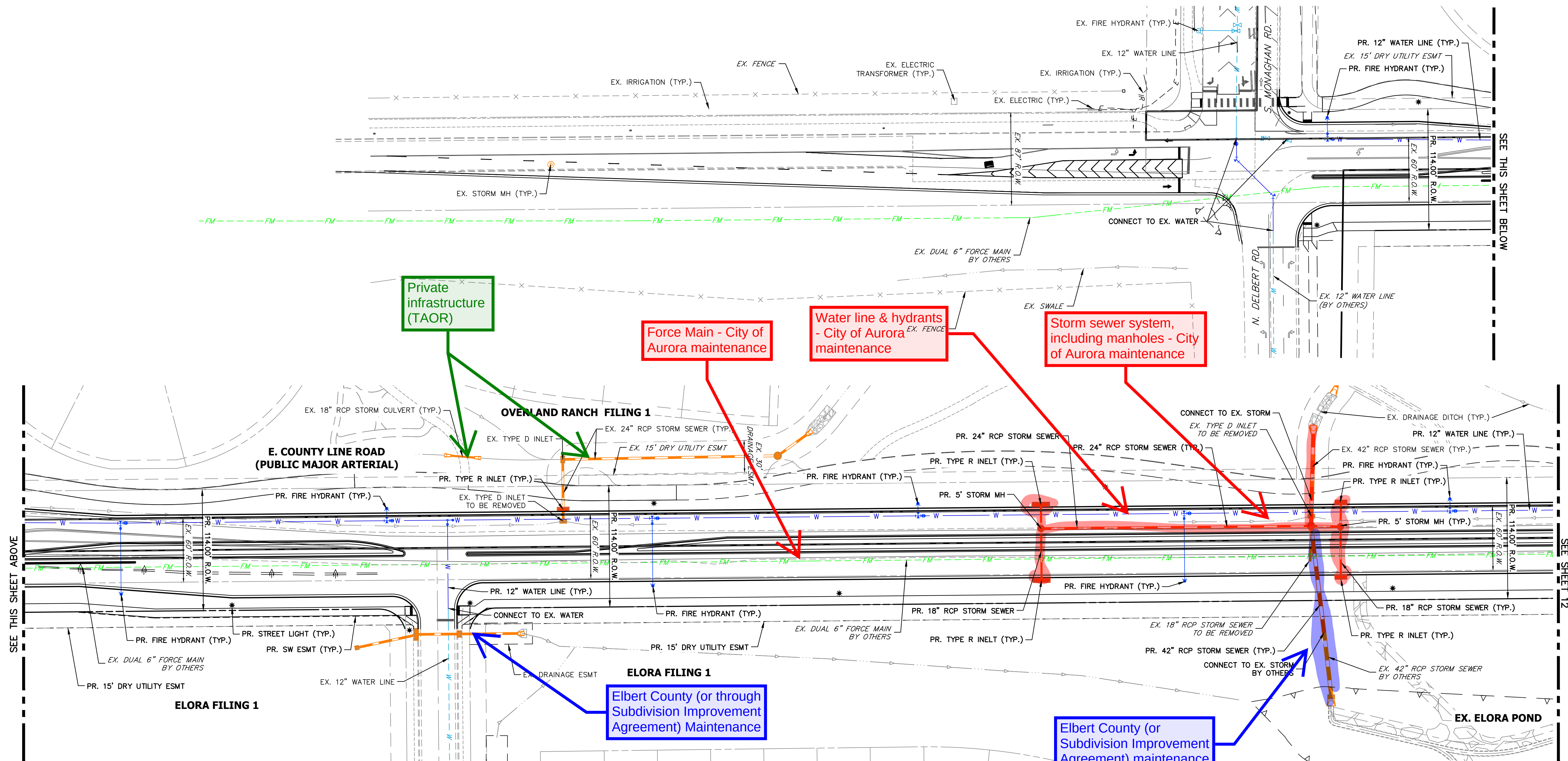
7/26/24

DATE:

SHEET TITLE:
OVERALL
UTILITY PLAN

11 OF 35

85



LEGEND

6-8" WATER LINE	W	W	W	EXISTING WTR	W	W	W
12" WATER LINE	W	W	W	EXISTING SAN	S	S	S
8" SANITARY LINE	S	S	S	EXISTING STORM PIPE			
12" SANITARY LINE	S	S	S				
15" SANITARY LINE	S	S	S				
DUAL 6" FORCE MAIN	S	S	S				
STORM PIPE							

NOTE:

1. DOUGLAS COUNTY IS RESPONSIBLE FOR IMPROVEMENTS MADE TO THE WEST LEG OF THE S. MONAGHAN RD./DELBERT RD. AND E. COUNTY LINE RD. INTERSECTION DUE TO A PRIOR AGREEMENT BETWEEN THE ELORA PROPERTY OWNER AND DOUGLAS COUNTY.



50 25 0 50 100
ORIGINAL SCALE: 1" = 50'



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A Westrian Company

Centennial 303-740-9393 • Colorado Springs 719-593-2593
Fort Collins 970-491-9888 • www.jrengineering.com

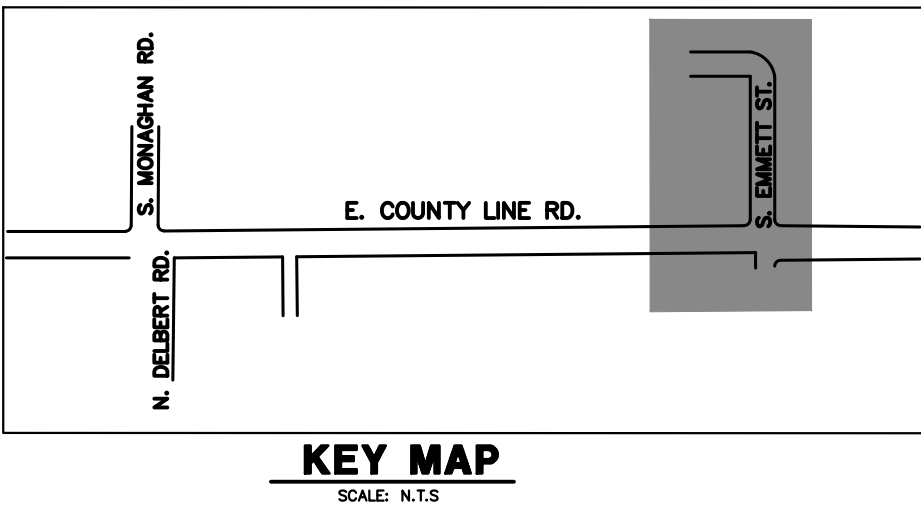
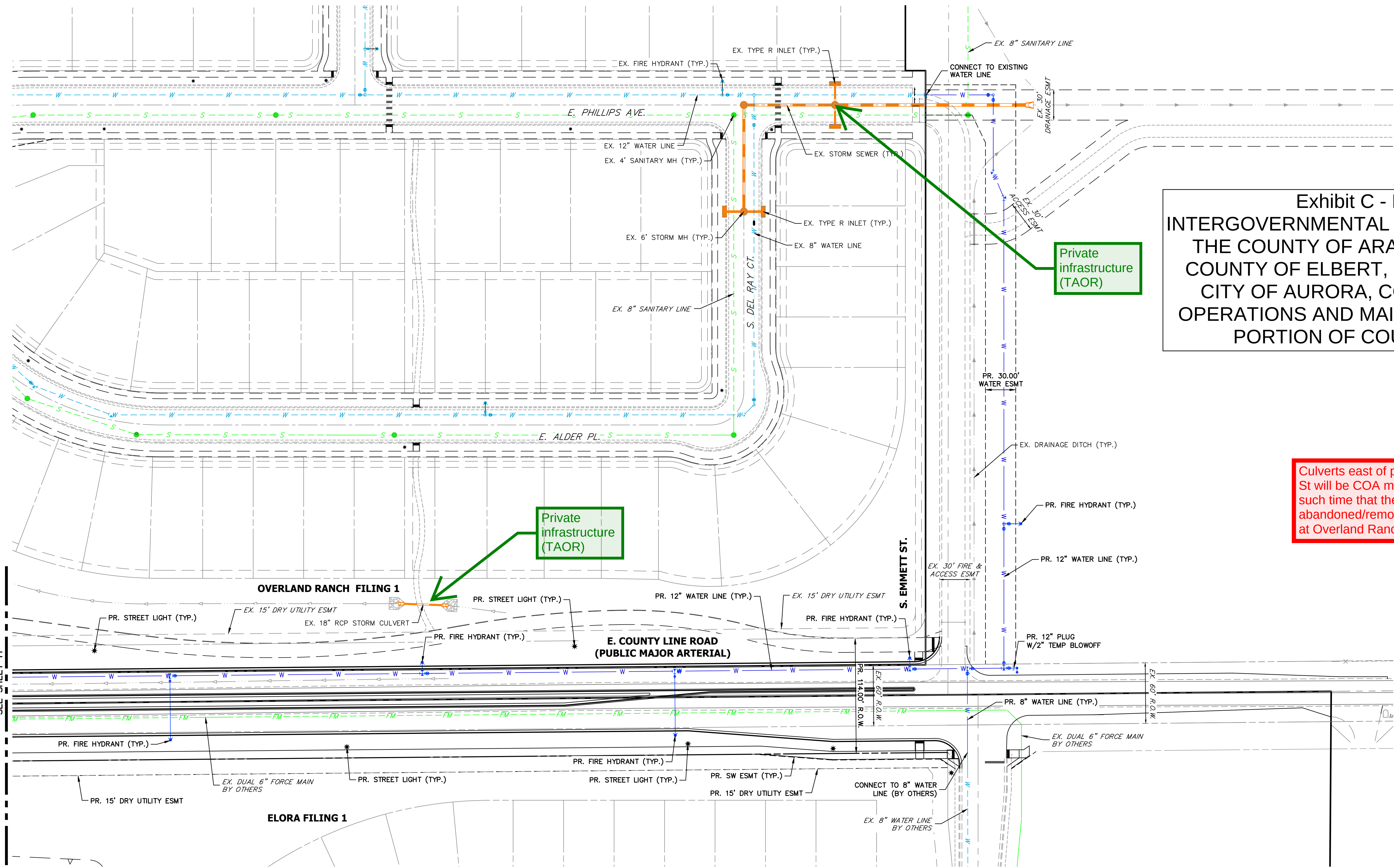


Exhibit C - Page 2 of 2
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF ARAPAHOE, COLORADO,
COUNTY OF ELBERT, COLORADO, AND THE
CITY OF AURORA, COLORADO, FOR THE
OPERATIONS AND MAINTENANCE PLAN OF A
PORTION OF COUNTY LINE ROAD

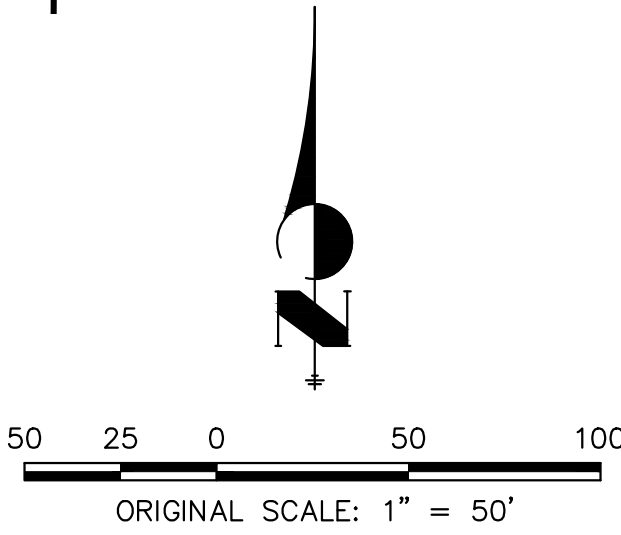
Culverts east of proposed Emmett
St will be COA maintenance until
such time that the culverts are
abandoned/removed by the Trails
at Overland Ranch development.

Private
infrastructure
(TAOR)

Private
infrastructure
(TAOR)

LEGEND

6-8" WATER LINE	W	W	W	EXISTING WTR	W	W
12" WATER LINE	W	W	W	EXISTING SAN	S	S
8" SANITARY LINE	S	S	S	EXISTING STORM PIPE		
12" SANITARY LINE	S	S	S			
15" SANITARY LINE	S	S	S			
DUAL 6" FORCE MAIN	S	S	S			
STORM PIPE						



TRANSPORTATION, AIRPORTS, AND
PUBLIC WORKS COMMITTEE
November 21, 2024



IGA FOR COUNTY LINE ROAD M&O WITH ARAPHOE & ELBERT COUNTIES & TRAFFIC SIGNAL FUNDING WITH ELBERT COUNTY AND ELORA

HALEY JOHANSEN, CITY ENGINEER
DEVELOPMENT SERVICES

Presentation Revised November 26, 2024 for City Council Study and Regular Sessions



County Line Road

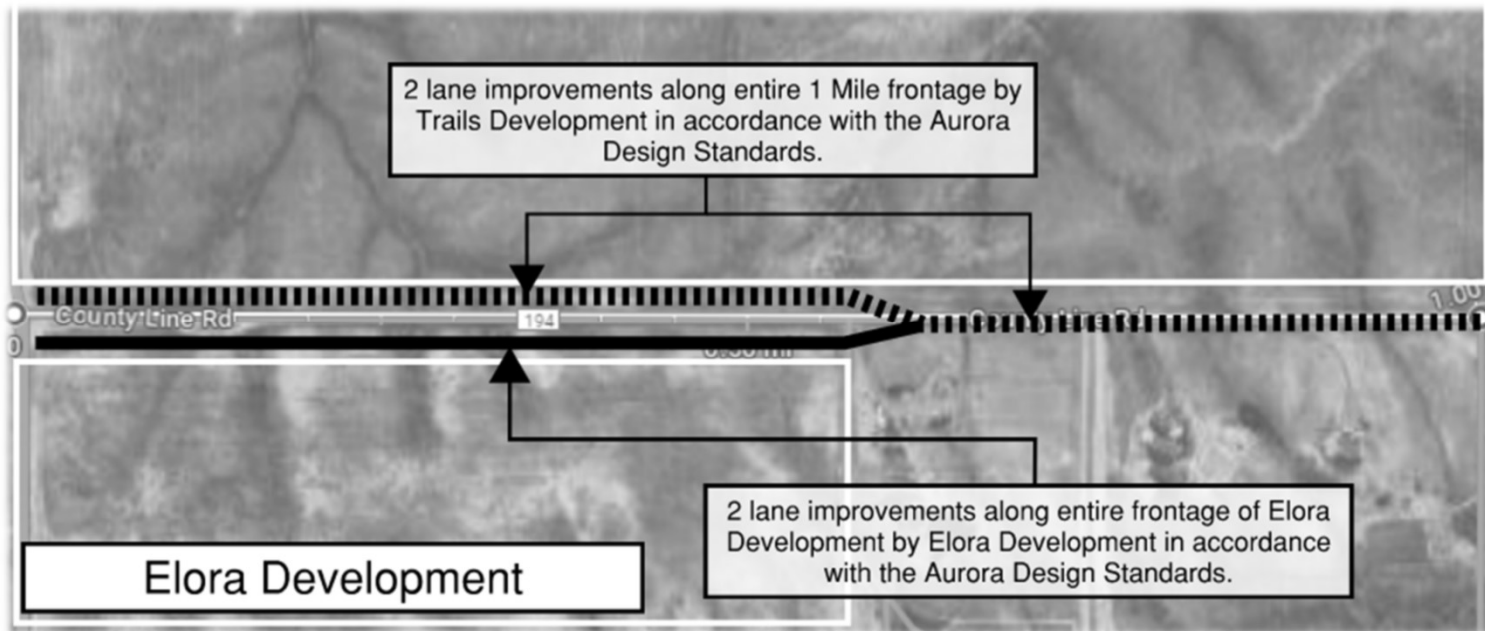


- County Line Road is in the southeastern-most edge of Aurora
- The IGA covers the 1-mile stretch, east from the Monaghan/Delbert intersection



- Aurora, Elbert and Arapahoe Counties overlap or will overlap this segment of public right of way and roadway
- The overlap across County Line Road requires the tri-party agreement

PROPOSED ROADWAY



Arapahoe County does not have any M&O obligation as part of this IGA.

The IGA does generally give permitting, approval, and inspection authority to COA.

COA M&O

Generally responsible for the roadway and infrastructure along the north edge

- Pavement, median, curb/gutter
- Street Section Standards – 4-lane arterial
- Sidewalks
- Curbside landscaping & irrigation
- Weeds and debris along north side and unimproved south side
- Snow removal and sweeping
- ADA curb ramps, including intersection
- Streetlights
- Signing & striping
- Traffic signal and streetlights (funding is a separate agreement)
- Drainage and storm structures, culverts
- Water and sanitary infrastructure



ELBERT MAINTENANCE REPONSIBILITIES



Google street view, looking east along County Line

Generally responsible for infrastructure south of southern curb line along the initial 4-lane section:

- Sidewalks and curb ramps
- Curbside landscaping & irrigation along south side
- Weeds and debris, adjacent to Elora development
- Streetlights
- Traffic signal funding (separate IGA)

If/when the eastern 2-lane segment is expanded to a 4-lane, Elbert will be responsible for:

- Sidewalks and curb ramps
- Curbside landscaping & irrigation along south side
- Weeds and debris, adjacent to the future development
- Streetlights
- Traffic signal funding (separate IGA)



County Line and Monaghan/ Delbert Road Intersection



TRAFFIC SIGNAL FUNDING M&O

- There is an anticipated future signal at the intersection of County Line Road (CR 194) & Monaghan/Delbert Road
- Permitting, construction, inspection, maintenance and operation is Aurora's obligation
- Defined through an existing IGA with Douglas County and a concurrently routed IGA with Elbert & Arapahoe Counties
- Funding contribution for 50% of the signal cost from Elbert County and Elora Development (Elbert County development) to the City with 120 days of execution of agreement

QUESTIONS & DISCUSSION

Does the Council Policy Committee support the Resolution for the Intergovernmental Agreement between City of Aurora, Arapahoe County, and Elbert County regarding the operations and maintenance for the segment of County Line Road moving forward to the next available Study Session?



RESOLUTION NO. R2024- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL’S SUPPORT OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA COLORADO, THE BOARD OF COUNTY COMMISSIONERS FOR THE COUNTY OF ARAPAHOE AND THE BOARD OF COUNTY COMMISSIONERS FOR THE COUNTY OF ELBERT

WHEREAS, portions of County Road 50/194 (“County Line Road”) are centered on the common corporate boundary between Arapahoe County and Elbert County; and

WHEREAS, the development of a project known as the Trails at Overland Ranch located in Aurora has commenced abutting County Line Road; and

WHEREAS, the development of a project known as Elora located in Elbert has commenced abutting County Line Road; and

WHEREAS, the development of a project known as Elora located in Elbert includes City-owned utility infrastructure (water and sanitary services); and

WHEREAS, the parties now intend to enter into an intergovernmental agreement (“Intergovernmental Agreement”) to establish an Operations and Maintenance Plan for the maintenance of the abutting section of County Line Road, for the first mile east of the intersection of Delbert Road/Monaghan Road and County Line Road; and

WHEREAS, the work performed pursuant to the Intergovernmental Agreement is necessary for the health, safety, and welfare of the people of Aurora; and

WHEREAS, the City is authorized, pursuant to Article XIV of the Colorado Constitution and Section 29-1-203 of the Colorado Revised Statutes, to cooperate and contract with any political subdivision of the State of Colorado, to provide any function, service, or facility lawfully authorized to each of the contracting or cooperating units of government; and

WHEREAS, Section 10-12 of the City Charter authorizes the City by resolution to enter into contracts or agreements with other governmental units, including special districts, for the joint use of buildings, equipment or facilities or for furnishing or receiving commodities and services.

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

Section 1. The Intergovernmental Agreement between Aurora, Arapahoe County and Elbert County regarding the Operations and Maintenance Plan for a Portion of County Line Road is hereby approved.

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

Section 3. That the Mayor of Aurora, City Clerk, and City Attorney are authorized to take such action and to execute such documents as necessary to implement the intent of this resolution.

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

PASSED AND ADOPTED this _____ day of _____, 2024.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Ian J Best

IAN BEST, Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: Intergovernmental Agreement with Colorado Parks and Wildlife Commission for a Lease Extension (Resolution)
Item Initiator: Rick Kienitz, Water Resource Manager, Aurora Water
Staff Source/Legal Source: Alexandra Davis, Assistant General Manager of Water Supply and Demand, 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: 12/16/2024

Regular Meeting: 1/13/2025

2nd Regular Meeting (if applicable): N/A

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Alexandra Davis, Assistant General Manager of Water Supply and Demand, Aurora Water / Ian Best, Assistant City Attorney

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Water Policy

Policy Committee Date: 11/20/2024

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☒ Minutes Not Available

☐ Minutes Attached

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

On November 20, 2024, the Water Policy Committee supported moving an Intergovernmental Agreement between the City of Aurora, acting by and through its Utility Enterprise and the State of Colorado Department of Natural Resources to extend a water lease and access agreement for property located in the Arkansas Basin forward to Study Session.

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

This is a one year extension of a water lease between Colorado Parks and Wildlife (CPW) and Aurora Water, assumed by Aurora Water in connection with its recent (2024) Arkansas Basin acquisition. The extension also allows CPW to manage hunting access on Aurora Water's property (as shown on the Council map), a historically permitted activity.

The lease provides water to Aurora Water from shares in the Catlin Canal owned by CPW. Aurora Water will use the Catlin Canal water for augmenting well pumping as well as irrigation. This water is also vital to the operation of the newly acquired Arkansas Basin Farms (Farms) and will play an important role in continuing to make these Farms successful. Aurora Water's farming partner, SRF, will reimburse Aurora Water for use of the Catlin Canal water as part of their annual 2025 farming license agreement.

Total cost of water leased under this one year extension is \$47,600.00. This amount will be offset by \$16,053.00 (the value of the public hunting access component). This brings the total water lease cost to \$31,547.00 or \$17.41 / acre-ft.

FISCAL IMPACT

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

☐ Revenue Impact

☒ Budgeted Expenditure Impact

☐ Non-Budgeted Expenditure Impact

☐ Workload Impact

☐ No Fiscal Impact

REVENUE IMPACT

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

N/A

BUDGETED EXPENDITURE IMPACT

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

Funding will be from the Water Fund operating budget in the amount of \$31,547.00.

Org 52033(Arkansas Valley Range Project) Account 64947

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does Council support moving an Intergovernmental Agreement between the City of Aurora, acting by and through its Utility Enterprise and the State of Colorado Department of Natural Resources to extend a water lease and access agreement for property located in the Arkansas Basin forward to the January 13, 2025 Council Meeting?

LEGAL COMMENTS

The City is authorized to cooperate and contract with any political subdivision of the State of Colorado, to provide any function, service, or facility lawfully authorized to each of the contracting or cooperating units of government (Article XIV of the Colorado Constitution and C.R.S. 29-1-203). The City Charter authorizes the City by resolution to enter into contracts or agreements with other governmental units, including special districts, for the joint use of buildings, equipment or facilities or for furnishing or receiving commodities and services. (Charter Section 10-12). (Best)

RESOLUTION NO. R2024- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL’S SUPPORT OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA COLORADO ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND THE STATE OF COLORADO DEPARTMENT OF NATURAL RESOURCES

WHEREAS, the City of Aurora, acting by and through its utility enterprise ("Aurora Water") and the State of Colorado, acting by and through the Department of Natural Resources, for the use and benefit of the Parks and Wildlife Commission and the Division of Parks and Wildlife ("CPW") seek to extend a water lease and access agreement ("Lease") previously entered by a private party in the Arkansas Basin; and

WHEREAS, in 2024 Aurora Water purchased certain land ("Property") and water rights in the Arkansas Basin which was subject to the Lease between the CPW and one of Aurora Water’s predecessors in interest; and

WHEREAS, both Aurora Water and CPW have agreed to extend that Lease for one year to continue to allow Aurora Water to use Catlin Canal water rights while allowing CPW to manage hunting access on the Property; and

WHEREAS, Aurora Water and CPW have agreed that it mutually beneficial to continue the Lease for an additional year, through December 31, 2025; and

WHEREAS, Aurora Water ’s financial obligation for use of CPW’s Catlin Canal water rights through this Lease shall be forty-seven thousand six hundred dollars (\$47,600) which shall be reduced by sixteen thousand fifty-three dollars (\$16,053) to allow for CPW’s hunting access to the Property; and

WHEREAS, the Catlin Canal water lease and hunting access set forth in the Lease extension is beneficial to the health, safety, and welfare of the people of the Aurora; and

WHEREAS, Aurora Water is authorized, pursuant to Article XIV of the Colorado Constitution and C.R.S. 29-1-203, to cooperate and contract with any political subdivision of the State of Colorado, to provide any function, service, or facility lawfully authorized to each of the contracting or cooperating units of government. Governments are specifically authorized by C.R.S. 31-35-402(1)(h) to enter into agreements for operation of water facilities; and

WHEREAS, Section 10-12 of the City Charter authorizes Aurora by resolution to enter into contracts or agreements with other governmental units, including special districts, for the joint use of buildings, equipment or facilities or for furnishing or receiving commodities and services.

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

Section 1. The Lease Extension between Aurora Water and CPW is hereby approved.

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

Section 3. The City Council hereby authorizes Aurora Water to administratively approve (via action by the General Manager of Aurora Water (or designee)) up to two annual extensions of this Lease Extension.

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

RESOLVED AND PASSED this _____ day of _____, 2024.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Ian J Best RLA

IAN BEST, Assistant City Attorney

STATE OF COLORADO
Acting by and through the
Department of Natural Resources,
For the use and benefit of the
Division of Parks and Wildlife and the Parks and Wildlife Commission

LEASE EXTENSION
With
City of Aurora, assuming a lease formerly held by Diamond A Farms

Lease Extension #5	CPW Original Transaction ID: 2020 Lease	Effective Date of Lease: 6-25-20
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1 PARTIES

This Extension to the above-referenced Lease and any amendments thereto (hereinafter called the "Lease") is entered into by and between the City of Aurora, Colorado, a home rule municipal corporation of the counties of Adams, Arapahoe and Douglas, acting by and through its Utility Enterprise (hereinafter called "Lessee"), and the STATE OF COLORADO acting by and through the Department of Natural Resources, for the use and benefit of the Division of Parks and Wildlife and the Parks and Wildlife Commission (hereinafter called the "State" or "CPW") as "Lessor". The Original Transaction was entered into between Diamond A Farms and CPW. In 2024, Lessee acquired the Diamond A Farms and assumed the Lease.

2 EFFECTIVE DATE AND ENFORCEABILITY

This Extension shall not be effective or enforceable until it is approved and signed by both Parties (hereinafter called the "Effective Date").

3 RECITALS

3.1 Authority, Appropriation, and Approval

Authority to enter into this Extension exists in sections 33-1-101, 33-1-104, 33-1-105, 33-9-101, 33-9-109 et seq., 33-10-101, 33-10-106, and 33-10-107, C.R.S.

Required approvals, clearances, and coordination have been accomplished from and within appropriate agencies.

3.2 Consideration

The Parties acknowledge that the mutual promises and covenants contained in the Lease and herein and other good and valuable consideration are sufficient and adequate to support this Extension.

3.3 Exhibits and Other Attachments

The 2020 Lease is incorporated herein by reference. Depictions of the parcels on which hunting access shall be permitted are attached hereto as Exhibit A.

3.4 Purpose

The State owns shares of water in the Catlin Canal Company and the Parties entered into the Lease to lease such shares to Lessee. This Extension is entered into to continue the term of the Lease and clarify the consideration for the Lease.

3.5 References

All references in this Extension to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as part hereof, unless otherwise noted.

4 LIMITS OF EFFECT

This Extension is incorporated by reference into the 2020 Lease, and the 2020 Lease and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

5 MODIFICATIONS AND EXTENSION

The 2020 Lease and all prior amendments thereto, if any, are hereby modified as follows:

5.1 Parties

Throughout the Lease, Lessee Diamond A Farms is hereby replaced with City of Aurora, acting by and through its Utility Enterprise, Aurora Water.

5.2 Term

The term of the 2020 Lease is extended beginning January 1, 2025 and ending December 31, 2025.

5.3 Consideration

The annual lease payment for the Water Rights as established by the 2020 lease is \$47,600.00. Lessee agrees to pay the consideration by a combination of cash and in-kind payment in the form of public access to non-fenced areas of the property to hunt and fish subject to the restrictions set forth below.

5.3.1 Cash Payment: Within forty-five (45) days of the Effective Date of this Extension, Lessee shall submit cash payment in the amount of \$31,547.00 to CPW by mail or delivery to:

Colorado Parks and Wildlife
21898 County Road 805
Rocky Ford, CO 81067

5.3.2 In-Kind Hunting and Fishing Access to Property: The Property is the real property (land) owned by Lessee depicted in Exhibit A and described in Exhibit B in Otero County, Colorado. The value of public access to the Property for the purpose of this Extension is \$16,053.00. Public access to the Property is subject to the following restrictions:

5.3.2.1 Control and Enforcement: As resources allow, CPW will provide periodic law enforcement patrol on the Property during hunting and

fishing seasons and will be available for wildlife-related incidents during other times.

5.3.2.2 Date Restriction: Public access for hunting and fishing is allowed on the Property from January 1 through the end of spring turkey season as determined by CPW and from September 1 through December 31 only.

5.3.2.3 Grazing During Hunting Seasons: During the spring turkey season, and during the rifle deer seasons that occur during the months of October, November, and December, Lessee shall move cattle grazing on the Property, if any, to fenced portions of the Property, or to a single pasture to reduce the area impacted. CPW and Lessee will cooperatively identify hunting areas for a particular species and identify safer grazing areas.

5.3.2.4 Motor Vehicle Access: The public's motor vehicles are permitted on the Property only on designated roads and parking areas as determined by the Parties and shall not stop while crossing the Property except at designated parking areas or while dropping off hunters or fishermen. CPW shall have access to all roads on the Property for administrative and law enforcement purposes.

5.3.2.5 Non-Motorized/Walk-in Hunting: Crossing the Property by foot for hunting and fishing is permitted only from the designated parking areas as depicted for illustrative purposes only in Exhibit A.

5.3.2.6 Prohibited Activities: The following activities are prohibited by CPW and the public on the Property: camping, fires, dog training, horseback riding, and target practice.

5.3.2.7 Signs: CPW shall erect and maintain signs, at CPW's cost, designating roads and parking areas and listing allowed and prohibited activities on the Property.

6 Section 15(i) Inapplicable; Liability. The Parties to this Extension agree that section 15(i) of the 2020 Lease shall not apply to Aurora Water. Aurora Water is a public entity in Colorado, and therefore is not authorized to indemnify any party, public or private. Liability of Aurora Water as a public entity in Colorado, is at all times herein strictly limited and controlled by the provisions of the Colorado Government Immunity Act, C.R.S. 24-10-101 et seq. as now or hereafter amended. Nothing in this Extension shall be construed as a waiver of the protections of said Act, and any provision in this Extension or the 2020 Lease are expressly superseded by this section 6.

7 START DATE

This Extension shall take effect on the later of its Effective Date or January 1, 2025.

8 ORDER OF PRECEDENCE

In the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Extension or any amendment thereto and any provisions of the 2020 Lease, the provisions of this Extension shall in all respects supersede, govern, and control.

[Remainder of page intentionally left blank.]

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

* Persons signing for Lessee hereby swear and affirm that they are authorized to act on Lessee's behalf and acknowledge that the State is relying on their representations to that effect.

LESSEE

City of Aurora

A Colorado home rule municipal corporation of
the counties of Adams, Arapahoe, and Douglas,
acting by and through its Utility Enterprise
Mike Coffman, Mayor

*Signature

Date: _____

STATE OF COLORADO-LESSOR

Jared Polis, Governor

acting by and through the Department of Natural
Resources, for the use and benefit of the Division
of Parks and Wildlife and the Parks and Wildlife
Commission
Jeffrey Davis, Director

By: April Estep, Southeast Deputy Regional
Manager

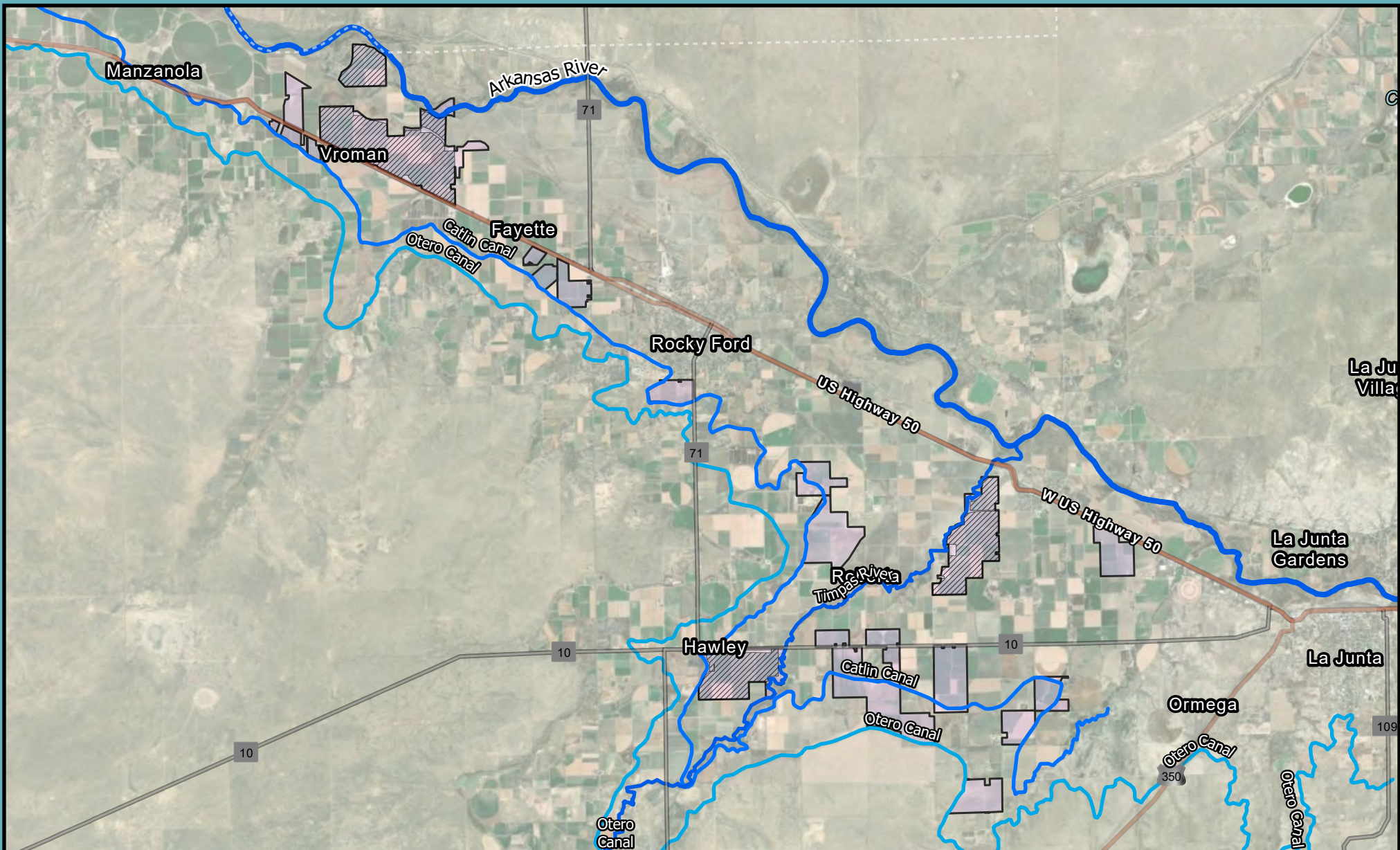
Date: _____

Approved as to form:

Signature: *Jan J Best*
Assistant City Attorney

Date: 11/7/2024

ACS# 24034827



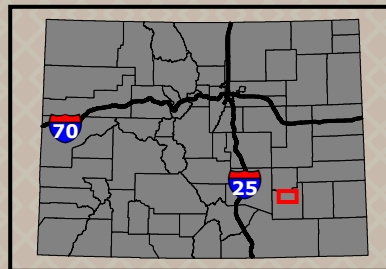
CPW Access/Hunting Areas

Aurora Water

gwhitney@auroragov.org | 303-579-2990 | www.auroragov.org
15151 E. Alameda Pkwy, Aurora, CO 80012 USA

November 7, 2024

Aurora is Worth Discovering!



Legend

- Arkansas River
- Timpas River
- Catlin Canal
- Lamar Canal
- Otero Canal
- CPW Hunting and Access Areas
- Aurora Parcels

Miles 0 0.75 1.5 10.6

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.



CITY OF AURORA

Council Agenda Commentary

Item Title: E-470 Reclaimed Wastewater Agreement (Resolution)
Item Initiator: John Murphy, Water Resources Project Manager, Aurora Water
Staff Source/Legal Source: Alexandra Davis, Assistant General Manager of Water Supply and Demand, 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: 12/16/2024

Regular Meeting: 1/13/2025

2nd Regular Meeting (if applicable): N/A

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Alexandra Davis, Assistant General Manager of Water Supply and Demand, Aurora Water / Ian Best, Assistant City Attorney

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Water Policy

Policy Committee Date: 11/20/2024

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☒ Minutes Not Available

☐ Minutes Attached

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

On May 14, 2015, the Water Policy Committee supported moving an Intergovernmental Agreement between the City of Aurora, acting by and through its Utility Enterprise, and the E-470 Public Highway Authority for delivery of reclaimed wastewater forward to Study Session.

On June 8, 2015, City Council approved a Resolution supporting an Intergovernmental Agreement between the City of Aurora, acting by and through its Utility Enterprise, and the E-470 Public Highway Authority for delivery of reclaimed wastewater as item 10e.

On November 20, 2024, the Water Policy Committee supported moving an Intergovernmental Agreement between the City of Aurora, acting by and through its Utility Enterprise, and the E-470 Public Highway Authority for delivery of reclaimed wastewater forward to Study Session.

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

The E-470 Public Highway Authority (Authority) is reclaiming a gravel mine operation on its property to its original condition (i.e., filling a previously mined site with fill dirt). During the process of refilling the mined area, the Authority must make augmentation payments to the river for groundwater intrusion, and has requested an agreement for the delivery of reusable raw water from the City for this purpose. This requires an Intergovernmental Agreement (IGA) with the City and a Resolution.

The agreement provides (see the attached IGA for the proposed delivery schedule) less than 100 acre-feet (AF) per year and this amount can be increased or decreased by notice and at the sole discretion of the City. The lease term is five (5) years with an option to extend on a year to year basis for an additional five (5) years at Aurora's discretion. The 2024 reusable raw water rate of \$622 per AF will be the initial cost. The reusable raw water rate is increased annually by the percentage amount of increase in rates generally by the City of Aurora.

Agreements such as this one bring value to the City by utilizing available supplies and increasing revenues.

FISCAL IMPACT

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

☐ Revenue Impact

☒ Budgeted Expenditure Impact

☐ Non-Budgeted Expenditure Impact

☐ Workload Impact

☐ No Fiscal Impact

REVENUE IMPACT

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

This Intergovernmental Agreement will provide additional revenue to the City of Aurora over the next five years in the approximate amount of \$268,000.00.

ORG: Water Ops Fund Admin (0500) /Account 45220

BUDGETED EXPENDITURE IMPACT

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

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does Council support moving an Intergovernmental Agreement between the City of Aurora, acting by and through its Utility Enterprise, and the E-470 Public Highway Authority for delivery of reclaimed wastewater forward to the January 13, 2025 Council meeting?

LEGAL COMMENTS

The City is authorized to cooperate and contract with any political subdivision of the State of Colorado, to provide any function, service, or facility lawfully authorized to each of the contracting or cooperating units of government (Article XIV of the Colorado Constitution and C.R.S. 29-1-203). The City Charter authorizes the City by resolution to enter into contracts or agreements with other governmental units, including special districts, for the joint use of buildings, equipment or facilities or for furnishing or receiving commodities and services (Charter Section 10-12).
(Best)

RESOLUTION NO. R2024- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL’S APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO, ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND THE E-470 PUBLIC HIGHWAY AUTHORITY FOR DELIVERY OF RECLAIMED WASTEWATER

WHEREAS, the City of Aurora, Colorado acting by and through its Utility Enterprise (“Aurora Water”) has the right to use, sell, or provide its fully reusable municipal wastewater return flows to the South Platte River (“Reclaimed Wastewater”); and

WHEREAS, the E-470 Public Highway Authority, a political subdivision of the State of Colorado (“E-470”) has the need and ability to use portions of Aurora Water’s Reclaimed Wastewater; and

WHEREAS, Aurora Water and E-470 now seek to enter an intergovernmental agreement to allow Aurora Water to provide Reclaimed Wastewater to E-470 at certain delivery points in exchange for financial consideration of six hundred and twenty-two dollars (\$622) per acre foot (with the rate to increase annually by the percentage rates applied to Aurora Water’s customers); and

WHEREAS, Article XIV, Section 18(2) of the Colorado Constitution and C.R.S. 29-1-203 authorize political subdivisions of the state to cooperate and cooperate to provide any function, service, or facility lawfully authorized to each of the cooperating units of government; and

WHEREAS, Section 10-12 of the Aurora City Charter authorizes City Council to approve by resolution intergovernmental agreements for the joint use of services and facilities; and

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

Section 1. The Intergovernmental Agreement for the Delivery of Reclaimed Wastewater between Aurora Water and E-470 is hereby approved.

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

Section 3. That the General Manager of Aurora Water, City Clerk, and City Attorney are authorized to take such action and to execute such documents, including amendments, as necessary to implement the intent of this resolution.

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

RESOLVED AND PASSED this _____ day of _____, 2024.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Ian J Best RLA

IAN BEST, Assistant City Attorney

INTERGOVERNMENTAL AGREEMENT FOR DELIVERY OF RECLAIMED WASTEWATER

This Intergovernmental Agreement ("Agreement") is entered into as of the Effective Date defined in Paragraph 21, below, by and between the City of Aurora, Colorado, a Colorado municipal corporation of the counties of Adams, Arapahoe and Douglas acting by and through its Utility Enterprise ("Aurora"), whose address is 26791 East Quincy Avenue, Aurora, Colorado 80016, and the E-470 Public Highway Authority, a political subdivision of the State of Colorado, whose address is 22470 E. Stephen D. Hogan Parkway, Suite 100, Aurora, Colorado 80018 ("Lessee"). Aurora and Lessee collectively each referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH

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

WHEREAS, Aurora has the right to use, sell, or lease certain of its fully reusable municipal wastewater return flows to the South Platte River ("Reclaimed Wastewater"); and

WHEREAS, such Reclaimed Wastewater is derived from trans-mountain or other reusable sources; and

WHEREAS, Lessee has a use for a certain portion of this Reclaimed Wastewater; and

WHEREAS, Aurora and Lessee desire to enter into this Agreement whereby Aurora shall lease a portion of such Reclaimed Wastewater to Lessee; and

WHEREAS, this Agreement will be of mutual benefit and convenience to Aurora and Lessee; and

WHEREAS, the Aurora Utility Enterprise staff has determined as a precondition to entering this Agreement that Aurora is able to fulfill all exchange and operational obligations that require Reclaimed Wastewater, that it is able to fulfill all existing long-term agreements that require Reclaimed Wastewater (including this Agreement) that require Reclaimed Wastewater and that all other needs of Aurora that may be fulfilled by these sources are met; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, Aurora and Lessee hereby agree as follows:

AGREEMENT

1. **General Terms.** The terms of this Agreement shall commence on the Effective Date and continue until the last date for delivery of water as provided for on the water delivery schedule

attached hereto as Exhibit A such date being no later than the last day of September 2029 ("Initial Term"). Said Agreement shall be made expressly subject to each of the terms and conditions set forth in this Agreement. Following expiration of the Initial Term, this Agreement may be renewed for five (5) successive one-year terms (each successive term shall be referred to as a "Renewal Term") upon written (including email) request by Lessee and written approval by Aurora. Such request by Lessee shall be made prior to September 1 and shall include a schedule of deliveries requested for the Renewal Term. Each Renewal Term shall be expressly subject to each of the terms and conditions set forth in this Agreement.

2. **Delivery Schedule.**

(a) Delivery. Delivery of the Reclaimed Wastewater will be made in accordance with the water delivery schedule set forth and attached hereto as Exhibit A and incorporated herein by this reference as the same may be modified pursuant to the procedure described in Paragraph 2(b), ("Delivery Schedule"). In no event shall the total amount of Reclaimed Wastewater delivered exceed the maximum amounts set forth in the Delivery Schedule, unless modified pursuant to the procedure described in Paragraph 2(b), below. As long as Aurora is capable of delivering the Reclaimed Wastewater to the delivery points according to the Delivery Schedule and, except with respect to such portion of the Reclaimed Wastewater as Lessee notifies Aurora it will not require or as Aurora uses for other purposes subject to Paragraph 14 below, Aurora delivers such Reclaimed Wastewater as required in this Agreement, Lessee shall be obligated to pay the per-acre foot charge set forth in Paragraph 8 below regardless of whether or not Lessee uses the Reclaimed Wastewater.

(b) Modification of the Delivery Schedule. At Lessee's written request the Delivery Schedule set forth in Exhibit A may be modified as follows: (1) the amount of Reclaimed Wastewater available for each upcoming year may be increased up to a maximum of 100 acre feet at Aurora's sole discretion, provided Lessee submits a request in writing on or before the first day of October of the preceding year; (2) the amount of Reclaimed Wastewater available for each upcoming year may be decreased provided Lessee submits a request in writing on or before the first day of October of the preceding year; (3) the amount of Reclaimed Wastewater available for each upcoming month may be increased, but not decreased at Aurora's sole discretion, provided Lessee submits a request in writing on or before the first day of the preceding month. Any increase granted by Aurora pursuant to this Paragraph 2(b) with respect to a given month shall be reflected as a corresponding increase in the annual amount available for the applicable year.

3. **Delivery Location.**

(a) Delivery Points. Lessee agrees that Aurora shall initially make its delivery of the Reclaimed Wastewater at the outfall of the Metro Wastewater Reclamation District's Robert W. Hite treatment facility ("Hite"). Lessee further agrees that Aurora may, in its sole discretion, satisfy its delivery obligations under this Agreement by delivering the Reclaimed Wastewater at any other delivery point or delivery points on the South Platte River (each of Hite and such other delivery points, hereinafter, a "Delivery Point" and collectively, the "Delivery Points"), provided that such alternative Delivery Points are located within a reach of the South Platte River beginning at or below Hite and continuing downstream to a point at or above the location on the South Platte River that is approximately in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 26, Township I South, Range 67 West, 6th P.M., near Henderson, Colorado (such location, the "Point of Use"). Lessee acknowledges and agrees that the alternate Delivery Points may include, but are not limited to, the confluence of Sand Creek and the South Platte River. Aurora will bear the responsibility for

delivery of the Reclaimed Wastewater to these Delivery Points, and in its sole discretion may determine which of the Delivery Points it will use at any given time. Once Aurora has completed its delivery of the Reclaimed Wastewater hereunder, Lessee shall assume sole liability for any loss, damage, or injury that may occur to persons or property as the direct or indirect result of the control and/or use of said Reclaimed Wastewater by Lessee. The amount of Reclaimed Wastewater reflected in the Delivery Schedule was calculated by Lessee to include any transportation losses, or "shrinkage," from Hite to Lessee's Point of Use downstream. Lessee also acknowledges the travel time between the alternate Delivery Points and Lessee's Point of Use varies, but that the timing for Aurora's delivery obligations as provided for under the Delivery Schedule shall remain the same regardless of Aurora's use of alternative Delivery Points.

(b) **Credit for Avoided Transit Loss.** Aurora's obligations with respect to the volume of Reclaimed Wastewater to be delivered under this Agreement are deemed to be satisfied if Aurora makes deliveries in such amounts as if delivered at Hite. Thus, if Aurora elects, in its sole discretion, to make its delivery of any Reclaimed Wastewater under this Agreement at a Delivery Point other than Hite, and if delivery at such alternative Delivery Point(s) results in reduced transit loss, Aurora shall be entitled to retain such avoided transit loss with no credit to Lessee in water, money or otherwise. Aurora shall maintain and provide to Lessee a monthly accounting and report of daily deliveries at the Delivery Point(s). If Aurora elects to deliver some or all of the Reclaimed Wastewater at alternative Delivery Point(s), then the foregoing reports shall include the calculated amount of avoided transit loss, and the amount of water physically delivered at such alternative Delivery Point(s). For purposes of calculating any such avoided transit loss, the Parties hereby agree that the volume of Reclaimed Wastewater required to be delivered by Aurora in accordance with the Delivery Schedule shall be discounted by an amount equal to one-half of one percent (0.5%) of such volume during the April through September irrigation season, or one-fourth of one percent (0.25%) of such volume during the October through March non-irrigation season, for each river mile in distance between Hite and such alternative Delivery Point(s) (such distance calculated to the nearest one-tenth of a mile), or by such other amount as determined by the Division Engineer for Water Division No. 1 (such office or its replacement the "Division Engineer") or as specified in an applicable statute or decree from a court of applicable jurisdiction. The product of this calculation shall represent the amount of avoided transit loss in acre-feet, which Aurora shall be entitled to retain.

4. **Source and Quality of Reclaimed Wastewater.** The Reclaimed Wastewater to be provided by Aurora under this Agreement shall, at Aurora's discretion, consist of Aurora's reusable municipal return flows to the South Platte River, any fully consumable portion of changed irrigation water rights owned by, or available to Aurora, fully consumable water diverted pursuant to decrees entered in 03CW414, 03CW415 and 06CW104, and any other legal source of Reclaimed Wastewater available to Aurora. Under no circumstances shall this Agreement be interpreted to mean that Aurora must supply potable water should the sources set forth in this paragraph be unavailable. Aurora does not warrant or guaranty any water quality standards with respect to the Reclaimed Wastewater to be delivered as provided for under this Agreement and Lessee hereby waives any such warranty or guaranty.

5. **Use of Reclaimed Wastewater.** Lessee shall have the right to use and reuse to extinction the Reclaimed Wastewater delivered under this Agreement for water supply purposes, including without limitation replacement and exchange purposes in connection with any substitute water supply plan approved by the Colorado State Engineer's Office, augmentation and exchange purposes in accordance with any augmentation plan or appropriative right of exchange decreed by the Colorado Water Court, and any other lawful exchanges; provided that such use is

consistent with the terms of this Agreement and all applicable laws, rules and regulations. Notwithstanding the foregoing provision, however, this entire Agreement shall be void if the Reclaimed Wastewater is used in any manner that benefits United Water and Sanitation District, East Cherry Creek Valley Water and Sanitation District or Farmers Reservoir and Irrigation Company.

6. **Water Rights Accounting.** Lessee will be solely responsible for any and all reporting and accounting required by the Colorado State Engineer, the Division Engineer for Water Division 1, the Water Commissioner for Water Commissioner District 2, or any other lawful authority after Aurora makes its delivery of the Reclaimed Wastewater as provided for under this Agreement. This responsibility includes, but is not limited to, Lessee's withdrawal of the Reclaimed Wastewater from the South Platte River (if any) and Lessee's use of the Reclaimed Wastewater. Aurora will provide any and all reporting and accounting required by the Colorado State Engineer, the Division 1 Engineer, or any other lawful authority concerning proof of the reusability of the Reclaimed Wastewater and conveyance of the Reclaimed Wastewater to the Delivery Point.

7. **Subordination Clause.** This Agreement shall be made expressly subordinate to any present or future use of effluent by Aurora for the purposes of augmentation, exchange, or any other use which is or will be of greater direct benefit to Aurora and the users of its water delivery system, as well as to the water supply obligations which Aurora has incurred or will incur through any of the following: (a) the March 2, 1981, Water Agreement with the City of Arvada, Colorado and any renewals thereof; (b) the October 25, 1993, Effluent Agreement with the State of Colorado, Division of Parks and Outdoor Recreation and any renewals thereof; (c) its obligation pursuant to the Substitute Water Supply Plan for Upper Cherry Creek Water Association approved March 19, 1998, and any renewals thereof; (d) its obligations pursuant to Water Division 1, Case Nos. 95CW226 & 227, Case No. 99CW158, Case No. 01CW284 and Case No. 02CW341; (e) the April 23, 2001, Agreement for Reclaimed Wastewater with Calpine Corporation; (f) the May 20, 2003, Water Rights Purchase and Sale Agreement with the City of Thornton, Colorado; (g) the May 19, 2006, Reusable Water Agreement with the Central Colorado Water Conservancy District, and (h) any and all obligations resulting from any firm delivery annual lease or delivery contract of Reclaimed Wastewater executed prior to the date of this Agreement. The foregoing subordination does not, in and of itself, create an excuse for Aurora's failure to deliver the Reclaimed Wastewater under this Agreement. However, Aurora and Lessee agree that the purpose and effect of the foregoing subordination is to establish a priority among and between Aurora's obligations under this Agreement and Aurora's other obligations with respect to its Reclaimed Wastewater in the event of a *force majeure* event causing delay or interruption in Aurora's delivery of the Reclaimed Wastewater.

8. **Consideration.** Lessee agrees to pay to Aurora the reusable raw water rate per acre-foot for water delivered in that year at the rate for that year (\$622.00 for 2024) for all Reclaimed Wastewater delivered under this Agreement. The reusable raw water rate is increased annually by the percentage amount of increase in rates generally by the City of Aurora.

9. **Payment.** For the first year of payment under this Agreement, Aurora shall bill Lessee for deliveries made starting in September of 2024 and up through the Effective Date as well as for the balance of water to be delivered for the remainder of 2025. On each succeeding January 2 thereafter, Aurora shall bill Lessee for all Reclaimed Wastewater it will deliver to Lessee during that calendar year of the Agreement as set forth in the Delivery Schedule (as may have been modified by the Parties pursuant to Paragraph 2(b) above, as well as any additional Reclaimed Wastewater that was added to the Delivery Schedule for any month during the preceding calendar year, pursuant to Paragraph 2(b) above. Payment with respect to any increases in the monthly delivery amounts made during the last year of this Agreement shall be due upon invoice by Aurora. All billing shall be done on such forms as designated by Aurora for that purpose. Payment by Lessee shall be due no later than forty-five (45) days after such bill has been issued. If Lessee does not make the required payment by the due date, Aurora may give Lessee a notice of default. If Lessee does not cure the default by making full payment within thirty (30) days of receipt of any notice of default, then Aurora, in addition to pursuing any other remedies available to it, may declare this Agreement terminated. Any delay in Aurora's invoicing for payments under this Agreement shall not constitute a breach of Aurora's obligations and shall not relieve Lessee of its obligations to pay all consideration due hereunder. If Aurora fails to deliver the entirety of the Reclaimed Wastewater it is otherwise required to deliver under this Agreement during any calendar year, Lessee shall be entitled to a credit equal to the Unit Rate multiplied by the volume of such undelivered Reclaimed Wastewater against the payment due with respect to the next calendar year except with respect to any such shortfall occurring over the last year of this Agreement in which case Aurora shall reimburse Lessee such amount promptly following notice from Lessee.

10. **Non-Assignability and No Subleases.** Neither Aurora nor Lessee may assign its rights or delegate its duties hereunder without the prior written consent of the other Party. Lessee may not sublease the Reclaimed Wastewater to which it is entitled pursuant to this Agreement without the permission of Aurora, which permission Aurora may grant or withhold at its discretion.

11. **Successors and Assigns.** This Agreement and the rights and obligations created hereby shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, if any are allowed. The Parties intend that each Party shall not incur any liability other than those liabilities directly running to such Party or its assigns permitted under this Agreement if any. Each Party therefore covenants and agrees, to the extent permitted by law, to indemnify, save and hold harmless the other Party from all liability, cost or expense of any kind, including such indemnified Party's costs of defense to any other party arising in connection with or relating in any way to the execution, delivery or performance of any allowed assignment or any related document by the parties thereto or to the consummation of any transaction in connection with such documents.

12. **No Rights Conferred.** Except as otherwise provided in this Agreement, the Parties acknowledge that all Reclaimed Wastewater leased hereunder is intended for the present and future use of Aurora. It is further understood and agreed to by the Parties that this Agreement shall confer no rights in such Reclaimed Wastewater upon Lessee, nor shall any future needs of Lessee for water enable Lessee to make claim against Aurora for any of Aurora's Reclaimed Wastewater, other water or water rights. Lessee further acknowledges the statutory prohibition against vesting of a right for a continued lease expressed in CRS § 31-35-201 applies in these circumstances.

13. **No Opposition to Aurora Water Court Matters.** From the date of execution of this Agreement through the conclusion hereof, Lessee agrees that neither it nor any successors, if any are allowed, will oppose Aurora in any Colorado Water Court applications filed by Aurora.

14. **Aurora Right to Request Reuse.** The Parties hereto acknowledge that hydrologic and other conditions may exist wherein Lessee may not need all or a portion of the Reclaimed Wastewater flow available to it under this Agreement. Aurora may contact Lessee, not more frequently than once per day, to determine if any of the Reclaimed Wastewater leased hereunder will not be needed.

15. **Entire Agreement of the Parties.** This Agreement represents the entire agreement of the Parties and neither Party has relied upon any fact or representation not expressly set forth herein. All prior and contemporaneous conversations, negotiations, possible alleged agreements, representations, covenants and warranties concerning the subject matter hereof, are merged in this Agreement.

16. **Amendment.** This Agreement may be amended, modified, changed, or terminated in whole or in part only by written agreement duly authorized and executed by the Parties hereto.

17. **Enforcement.** The Parties agree that this Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, including damages, as may be available according to the laws of the State of Colorado. It is specifically understood that, by executing this Agreement, each Party commits itself to perform pursuant to the terms hereof, and that any breach hereof resulting in any recoverable damages shall not thereby cause the termination of any obligations created by this Agreement unless such termination is requested by the Party not in breach hereof.

18. **Failure to Perform Due to Force Majeure.** Subject to the terms and conditions in this Paragraph, no Party to this Agreement shall be liable for any delay or failure to perform under this Agreement due solely to conditions or events of *force majeure*, as that term is specifically defined herein; provided that: (i) the non-performing Party gives the other Party prompt written notice describing the particulars of the occurrence of the *force majeure*; (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the *force majeure* event or condition; and (iii) the non-performing Party proceeds with reasonable diligence to remedy its inability to perform and provides weekly progress reports to the other Party describing the actions taken to remedy the consequences of the *force majeure* event or condition. As used *herein force majeure* shall mean any delay or failure of a Party to perform its obligations under this Agreement caused by events beyond the Party's reasonable control, and without the fault or negligence of the Party, including, without limitation A) changes in state or federal law or administrative practice concerning, water rights administration, water quality or stream flow requirements, B) changes in state water rights administrative practice concerning the reuse of reclaimed wastewater through leases to others for use at locations other than Aurora, Colorado, including, but not limited to, challenges to retained dominion and control, C) acts of God, D) sudden actions of the elements such as floods, earthquakes, hurricanes, or tornadoes, E) sabotage, F) vandalism beyond that which can be reasonably prevented by the Party, G) terrorism, H) war, I) riots, J) fire, K) explosion, L) severe cold or hot weather, M) snow, N) drought [a condition more severe than that which occurred in 2002 in the South Platte River

Basin or any basin from which the Reclaimed Wastewater originates] 0) other extreme weather conditions, P) blockades, Q) insurrection, R) strike, slow down or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group); S) actions by federal, state, municipal, or any other government or agency (including but not limited to, the adoption or change in any rule or regulation or environmental constraint imposed by federal, state or local government bodies) but only if such requirements, actions, or failures to act prevent or delay performance, T) inability, despite due diligence, to obtain required licenses, permits or approvals, and, U) changes of law relating to financial obligations, revenues and budgetary matters concerning Colorado local governments and their enterprises. In the event a *force majeure* event or condition prevents Aurora from delivering all or part of the agreed upon amounts of Reclaimed Wastewater to Lessee, Aurora shall refund all advance payments made for that water not delivered within sixty (60) days of the conclusion of the *force majeure* event or the cancellation of the Agreement pursuant to the remaining provisions of this Paragraph. In no event will any delay or failure of performance caused by any conditions or events of *force majeure* extend this Agreement beyond its stated term. In the event any delay or failure of performance on the part of the Party claiming *force majeure* continues for an uninterrupted period of more than one hundred twenty (120) days from its occurrence or inception as noticed pursuant to this Paragraph, the Party not claiming *force majeure* may, at any time following the end of such one hundred twenty (120) day period, terminate this Agreement upon written notice to the Party claiming *force majeure*, without further obligation except as to costs and balances incurred prior to the effective date of such termination.

19. **Sole Obligation of Utility Enterprise.**

(a) This Agreement shall never constitute a general obligation or other indebtedness of the City of Aurora ("City"), or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of the Constitution and laws of the State of Colorado or of the Charter and ordinances of the City.

(b) In the event of a default by Aurora's Utility Enterprise of any of its obligations under this Agreement, Lessee shall have no recourse for any amounts owed to it against any funds or revenues of the City except for those revenues derived from rates, fees or charges for the services furnished by, or the direct or indirect use of, the Water System and deposited in the Water Enterprise Fund, as the terms "Water System" and "Water Enterprise Fund" are defined in City Ordinance No. 2003-18, and then only after the payment of all operation and maintenance expenses of the Water System and all debt service and reserve requirements of any bonds, notes, or other financial obligations of the Utility Enterprise secured by a pledge of the net revenues of the Water Enterprise Fund. Notwithstanding any language herein to the contrary, nothing in this Agreement shall be construed as creating a lien upon any revenues of the Utility Enterprise or the City.

20. **Miscellaneous.**

(a) **Intent of Agreement.** This Agreement is intended to describe the rights and responsibilities of and between the named Parties and is not intended to, and shall not be deemed to confer rights upon any persons or entities not named as Parties, nor to limit in any

way the powers and responsibilities of Aurora, Lessee, or any other entity not a party hereto.

(b) **Effect of Invalidity.** If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to either Party or as to both Parties, the entire Agreement will terminate.

(c) **Waiver of Breach.** Waiver of breach of any of the provisions of this Agreement by either Party shall not constitute a continuing waiver of any subsequent breach by said Party of either the same or any other provision of this Agreement.

(d) **Multiple Originals.** This Agreement may be simultaneously executed in any number of counterparts, each one of which shall be deemed an original, but all of which constitute one and the same Agreement.

(e) **Headings for Convenience.** Headings and titles contained herein are intended for the convenience and reference of the Parties only and are not intended to confine, limit, or describe the scope of intent of any provision of this Agreement.

(f) **Recordation.** Following the execution of this Agreement, the Parties may cause this Agreement to be recorded with the Clerk and Recorder's Office of such county or counties in Colorado as they may desire.

(g) **Notice.**

(i) All notices, requests, demands, or other communications (collectively, "Notices") hereunder shall be in writing and given by (i) established express delivery service which maintains delivery records requiring a signed receipt, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested to the Parties at the following address, or at such other address as the Parties may designate by Notice in the above manner.

To Aurora: Aurora Water
26791 East Quincy Avenue
Aurora, CO 80016
Attn: General Manager, Aurora Water

with copy to City of Aurora
15151 East Alameda Parkway, Suite 5300
Aurora, CO 80012-1555
Attn: City Attorney

with copy to Brownstein Hyatt Farber Schreck, LLP
675 15th Street, Suite 2900
Denver, CO 80202
Attn: Andrew L. Meyers, Esq.

To Lessee: E-470 Public Highway Authority
22470 E. 6th Parkway, Suite 100
Aurora, CO 80018
Attn: Neil Thompson, P.E.

with copy to Icenogle Seaver Pogue PC
4725 South Monaco Street, Suite 360
Denver, CO 80237
Attn: Tamara K. Seaver, Esq.

Notices shall be effective (x) the next day following the date sent by an established express delivery service which maintains delivery records requiring a signed receipt, (y) upon receipt by the addressee of a hand delivery, or (z) three (3) days following the date of mailing via certified or registered mail, postage prepaid, return receipt requested.

(ii) Notwithstanding the foregoing, the Parties may communicate with respect to adjustments of the Delivery Schedule pursuant to Paragraph 2(b) by e-mail as follows: (A) to Aurora to John Murphy at jmurphy@auroragov.org; and (B) to Lessee to Austin Malotte at amalotte@bbawater.com or such other e-mail address as other address as the Parties may designate by Notice in the manner provided for under Paragraph 20(g)(i) above.

(h) **Non-Business Days.** If any date for any action under this Agreement falls on a Saturday, Sunday or a day that is a "holiday" as such term is defined in Rule 6 of the Colorado Rules of Civil Procedure, then the relevant date shall be extended automatically until the next business day.

(i) **Commissions and Fees.** Each Party shall be solely responsible for the payment of any and all real estate commissions or other commissions or fees that it incurs with respect to this Agreement.

(j) **Governing Law and Venue.** This Agreement and its application shall be construed in accordance with the law of the State of Colorado. Should it be necessary to initiate court proceedings concerning this Agreement, the Parties agree that venue shall be in the District Court for Arapahoe County, Colorado.

(k) **No Attorneys' Fees.** In the event of any litigation, mediation, arbitration or other dispute resolution process arising out of or related to this Agreement each Party agrees to be responsible for its own attorneys' and other professional fees, costs and expenses associated with any such proceedings.

(l) **No Construction Against Drafter.** This Agreement was drafted by Aurora with review and comment from the attorney for Lessee. Accordingly, the Parties agree the legal doctrine of construction against the drafter will not be applied should any dispute arise concerning this Agreement.

21. **Effective Date.** The "Effective Date" of this Agreement shall be the date it is signed by the Mayor of Aurora.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the Effective Date.

[signatures on following pages]

**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:



Stephen Cann, Senior Assistant City Attorney

11/5/2024

Date

24034088

ACS #

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024,
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)

LESSEE:
E-470 PUBLIC HIGHWAY AUTHORITY

By: _____
Its: _____

ATTEST:

STATE OF _____)
)
COUNTY OF _____) **SS.**

The foregoing instrument was acknowledged before me this _____ day of _____, 2024 by _____ and _____, as _____ and _____ of the E-470 Public Highway Authority.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

APPROVED AS TO FORM:
ICENOGLE | SEAVER | POGUE
A Professional Corporation

General Counsel

Director of Finance

DATE APPROVED BY THE BOARD OF DIRECTORS:

EXHIBIT A
DELIVERY SCHEDULE (ACRE FEET)

Plan Year	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
2025	7.54	6.90	6.03	5.33	4.89	4.71	4.92	5.57	6.63	8.03	9.04	9.37	78.96
2026	8.89	8.05	6.88	5.57	4.74	4.72	5.07	5.79	6.88	8.32	9.36	9.67	83.94
2027	9.30	8.43	7.25	5.93	5.09	5.06	5.39	6.09	7.17	8.59	9.62	9.92	87.84
2028	9.55	8.67	7.49	6.15	5.31	5.26	5.58	6.27	7.33	8.75	9.77	10.06	90.19
2029	9.69	8.81	7.62	6.28	5.43	5.38	5.69	6.38	7.43	8.85	9.87	10.16	91.59

Notes:

1. Amounts include transit loss based on credits discharged at Metro Waste Water Treatment Plant (MWWTP).
2. Amounts based on maximum exposed water surface area of 33.0 acres; subject to change based on actual exposed water surface area.

ExA-1

INTERGOVERNMENTAL AGREEMENT FOR DELIVERY OF RECLAIMED WASTEWATER

This Intergovernmental Agreement ("Agreement") is entered into as of the Effective Date defined in Paragraph 21, below, by and between the City of Aurora, Colorado, a Colorado municipal corporation of the counties of Adams, Arapahoe and Douglas acting by and through its Utility Enterprise ("Aurora"), whose address is 15151 East Alameda Parkway, Suite 3600, Aurora, Colorado 80012, and the E-470 Public Highway Authority, a political subdivision of the State of Colorado, whose address is 22470 E. 6th Parkway, Suite 100, Aurora, Colorado 80018 ("Lessee"). Aurora and Lessee collectively each referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH

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

WHEREAS, Aurora has the right to use, sell, or lease certain of its fully reusable municipal wastewater return flows to the South Platte River ("Reclaimed Wastewater"); and

WHEREAS, such Reclaimed Wastewater is derived from trans-mountain or other reusable sources; and

WHEREAS, Lessee has a use for a certain portion of this Reclaimed Wastewater; and

WHEREAS, Aurora and Lessee desire to enter into this Agreement whereby Aurora shall lease a portion of such Reclaimed Wastewater to Lessee; and

WHEREAS, this Agreement will be of mutual benefit and convenience to Aurora and Lessee; and

WHEREAS, the Aurora Utility Enterprise staff has determined as a precondition to entering this Agreement that Aurora is able to fulfill all exchange and operational obligations that require Reclaimed Wastewater, that it is able to fulfill all existing long-term agreements that require Reclaimed Wastewater (including this Agreement) that require Reclaimed Wastewater and that all other needs of Aurora that may be fulfilled by these sources are met; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, Aurora and Lessee hereby agree as follows:

AGREEMENT

1. **General Terms.** The terms of this Agreement shall commence on the Effective Date and continue until the last date for delivery of water as provided for on the water delivery schedule

attached hereto as Exhibit A such date being no later than the last day of September 2024. Said Agreement shall be made expressly subject to each of the terms and conditions set forth in this Agreement.

2. **Delivery Schedule.**

(a) Delivery. Delivery of the Reclaimed Wastewater will be made in accordance with the water delivery schedule set forth and attached hereto as Exhibit A and incorporated herein by this reference as the same may be modified pursuant to the procedure described in Paragraph 2(b), ("Delivery Schedule"). In no event shall the total amount of Reclaimed Wastewater delivered exceed the maximum amounts set forth in the Delivery Schedule, unless modified pursuant to the procedure described in Paragraph 2(b), below. As long as Aurora is capable of delivering the Reclaimed Wastewater to the delivery points according to the Delivery Schedule and, except with respect to such portion of the Reclaimed Wastewater as Lessee notifies Aurora it will not require or as Aurora uses for other purposes subject to Paragraph 14 below, Aurora delivers such Reclaimed Wastewater as required in this Agreement, Lessee shall be obligated to pay the per-acre foot charge set forth in Paragraph 8 below regardless of whether or not Lessee uses the Reclaimed Wastewater.

(b) Modification of the Delivery Schedule. At Lessee's written request the Delivery Schedule set forth in Exhibit A may be modified as follows: (1) the amount of Reclaimed Wastewater available for each upcoming year may be increased up to a maximum of 100 acre feet at Aurora's sole discretion, provided Lessee submits a request in writing on or before the first day of October of the preceding year; (2) the amount of Reclaimed Wastewater available for each upcoming year may be decreased provided Lessee submits a request in writing on or before the first day of October of the preceding year; (3) the amount of Reclaimed Wastewater available for each upcoming month may be increased, but not decreased at Aurora's sole discretion, provided Lessee submits a request in writing on or before the first day of the preceding month. Any increase granted by Aurora pursuant to this Paragraph 2(b) with respect to a given month shall be reflected as a corresponding increase in the annual amount available for the applicable year.

3. **Delivery Location.**

(a) Delivery Points. Lessee agrees that Aurora shall initially make its delivery of the Reclaimed Wastewater at the outfall of the Metro Wastewater Reclamation District's Robert W. Hite treatment facility ("Hite"). Lessee further agrees that Aurora may, in its sole discretion, satisfy its delivery obligations under this Agreement by delivering the Reclaimed Wastewater at any other delivery point or delivery points on the South Platte River (each of Hite and such other delivery points, hereinafter, a "Delivery Point" and collectively, the "Delivery Points"), provided that such alternative Delivery Points are located within a reach of the South Platte River beginning at or below Hite and continuing downstream to a point at or above the location on the South Platte River that is approximately in the NE¼ SW¼ Section 26, Township 1 South, Range 67 West, 6th P.M., near Henderson, Colorado (such location, the "Point of Use"). Lessee acknowledges and agrees that the alternate Delivery Points may include, but are not limited to, the confluence of Sand Creek and the South Platte River. Aurora will bear the responsibility for delivery of the Reclaimed Wastewater to these Delivery Points, and in its sole discretion may

determine which of the Delivery Points it will use at any given time. Once Aurora has completed its delivery of the Reclaimed Wastewater hereunder, Lessee shall assume sole liability for any loss, damage, or injury that may occur to persons or property as the direct or indirect result of the control and/or use of said Reclaimed Wastewater by Lessee. The amount of Reclaimed Wastewater reflected in the Delivery Schedule was calculated by Lessee to include any transportation losses, or "shrinkage," from Hite to Lessee's Point of Use downstream. Lessee also acknowledges the travel time between the alternate Delivery Points and Lessee's Point of Use varies, but that the timing for Aurora's delivery obligations as provided for under the Delivery Schedule shall remain the same regardless of Aurora's use of alternative Delivery Points.

(b) **Credit for Avoided Transit Loss.** Aurora's obligations with respect to the volume of Reclaimed Wastewater to be delivered under this Agreement are deemed to be satisfied if Aurora makes deliveries in such amounts as if delivered at Hite. Thus, if Aurora elects, in its sole discretion, to make its delivery of any Reclaimed Wastewater under this Agreement at a Delivery Point other than Hite, and if delivery at such alternative Delivery Point(s) results in reduced transit loss, Aurora shall be entitled to retain such avoided transit loss with no credit to Lessee in water, money or otherwise. Aurora shall maintain and provide to Lessee a monthly accounting and report of daily deliveries at the Delivery Point(s). If Aurora elects to deliver some or all of the Reclaimed Wastewater at alternative Delivery Point(s), then the foregoing reports shall include the calculated amount of avoided transit loss and the amount of water physically delivered at such alternative Delivery Point(s). For purposes of calculating any such avoided transit loss, the Parties hereby agree that the volume of Reclaimed Wastewater required to be delivered by Aurora in accordance with the Delivery Schedule shall be discounted by an amount equal to one-half of one percent (0.5%) of such volume during the April through September irrigation season, or one-fourth of one percent (0.25%) of such volume during the October through March non-irrigation season, for each river mile in distance between Hite and such alternative Delivery Point(s) (such distance calculated to the nearest one-tenth of a mile), or by such other amount as determined by the Division Engineer for Water Division No. 1 (such office or its replacement the "Division Engineer") or as specified in an applicable statute or decree from a court of applicable jurisdiction. The product of this calculation shall represent the amount of avoided transit loss in acre-feet, which Aurora shall be entitled to retain.

4. **Source and Quality of Reclaimed Wastewater.** The Reclaimed Wastewater to be provided by Aurora under this Agreement shall, at Aurora's discretion, consist of Aurora's reusable municipal return flows to the South Platte River, any fully consumable portion of changed irrigation water rights owned by, or available to Aurora, fully consumable water diverted pursuant to decrees entered in 03CW414, 03CW415 and 06CW104, and any other legal source of Reclaimed Wastewater available to Aurora. Under no circumstances shall this Agreement be interpreted to mean that Aurora must supply potable water should the sources set forth in this paragraph be unavailable. Aurora does not warrant or guaranty any water quality standards with respect to the Reclaimed Wastewater to be delivered as provided for under this Agreement and Lessee hereby waives any such warranty or guaranty.

5. **Use of Reclaimed Wastewater.** Lessee shall have the right to use and reuse to extinction the Reclaimed Wastewater delivered under this Agreement for water supply purposes, including without limitation replacement and exchange purposes in connection with any

substitute water supply plan approved by the Colorado State Engineer's Office, augmentation and exchange purposes in accordance with any augmentation plan or appropriative right of exchange decreed by the Colorado Water Court, and any other lawful exchanges; provided that such use is consistent with the terms of this Agreement and all applicable laws, rules and regulations. Notwithstanding the foregoing provision, however, this entire Agreement shall be void if the Reclaimed Wastewater is used in any manner that benefits United Water and Sanitation District, East Cherry Creek Valley Water and Sanitation District or Farmers Reservoir and Irrigation Company.

6. **Water Rights Accounting.** Lessee will be solely responsible for any and all reporting and accounting required by the Colorado State Engineer, the Division Engineer for Water Division 1, the Water Commissioner for Water Commissioner District 2, or any other lawful authority after Aurora makes its delivery of the Reclaimed Wastewater as provided for under this Agreement. This responsibility includes, but is not limited to, Lessee's withdrawal of the Reclaimed Wastewater from the South Platte River (if any) and Lessee's use of the Reclaimed Wastewater. Aurora will provide any and all reporting and accounting required by the Colorado State Engineer, the Division 1 Engineer, or any other lawful authority concerning proof of the reusability of the Reclaimed Wastewater and conveyance of the Reclaimed Wastewater to the Delivery Point.

7. **Subordination Clause.** This Agreement shall be made expressly subordinate to any present or future use of effluent by Aurora for the purposes of augmentation, exchange, or any other use which is or will be of greater direct benefit to Aurora and the users of its water delivery system, as well as to the water supply obligations which Aurora has incurred or will incur through any of the following: (a) the March 2, 1981, Water Agreement with the City of Arvada, Colorado and any renewals thereof; (b) the October 25, 1993, Effluent Agreement with the State of Colorado, Division of Parks and Outdoor Recreation and any renewals thereof; (c) its obligation pursuant to the Substitute Water Supply Plan for Upper Cherry Creek Management Association approved March 19, 1998, and any renewals thereof; (d) its obligations pursuant to Water Division 1, Case Nos. 95CW226 & 227, Case No. 99CW158, Case No. 01CW284 and Case No. 02CW341; (e) the April 23, 2001, Agreement for Reclaimed Wastewater with Calpine Corporation; (f) the May 20, 2003, Water Rights Purchase and Sale Agreement with the City of Thornton, Colorado; (g) the May 19, 2006, Reusable Water Agreement with the Central Colorado Water Conservancy District, and (h) any and all obligations resulting from any firm delivery annual lease or delivery contract of Reclaimed Wastewater executed prior to the date of this Agreement. The foregoing subordination does not, in and of itself, create an excuse for Aurora's failure to deliver the Reclaimed Wastewater under this Agreement. However, Aurora and Lessee agree that the purpose and effect of the foregoing subordination is to establish a priority among and between Aurora's obligations under this Agreement and Aurora's other obligations with respect to its Reclaimed Wastewater in the event of a *force majeure* event causing delay or interruption in Aurora's delivery of the Reclaimed Wastewater.

8. **Consideration.** Lessee agrees to pay to Aurora the amount of Three Hundred dollars (\$300.00) per acre-foot ("Unit Rate") for all Reclaimed Wastewater delivered under this Agreement in 2015. Starting with the calendar year 2016 and for each calendar year through the end of the term of this Agreement, the Unit Rate applicable to each calendar year shall be 102.5% of the Unit Rate for the previous calendar year.

9. **Payment.** On the second day of January 2015, and on each succeeding January 2 thereafter, Aurora shall bill Lessee for all Reclaimed Wastewater it will deliver to Lessee during that calendar year of the Agreement as set forth in the Delivery Schedule (as may have been modified by the Parties pursuant to Paragraph 2(b) above, as well as any additional Reclaimed Wastewater that was added to the Delivery Schedule for any month during the preceding calendar year, pursuant to Paragraph 2(b) above. Payment with respect to any increases in the monthly delivery amounts made during the last year of this Agreement shall be due upon invoice by Aurora. All billing shall be done on such forms as designated by Aurora for that purpose. Payment by Lessee shall be due no later than forty-five (45) days after such bill has been issued. If Lessee does not make the required payment by the due date, Aurora may give Lessee a notice of default. If Lessee does not cure the default by making full payment within thirty (30) days of receipt of any notice of default, then Aurora, in addition to pursuing any other remedies available to it, may declare this Agreement terminated. Any delay in Aurora's invoicing for payments under this Agreement shall not constitute a breach of Aurora's obligations and shall not relieve Lessee of its obligations to pay all consideration due hereunder. If Aurora fails to deliver the entirety of the Reclaimed Wastewater it is otherwise required to deliver under this Agreement during any calendar year, Lessee shall be entitled to a credit equal to the Unit Rate multiplied by the volume of such undelivered Reclaimed Wastewater against the payment due with respect to the next calendar year except with respect to any such shortfall occurring over the last year of this Agreement in which case Aurora shall reimburse Lessee such amount promptly following notice from Lessee.

10. **Non-Assignability and No Subleases.** Neither Aurora nor Lessee may assign its rights or delegate its duties hereunder without the prior written consent of the other Party. Lessee may not sublease the Reclaimed Wastewater to which it is entitled pursuant to this Agreement without the permission of Aurora, which permission Aurora may grant or withhold at its discretion.

11. **Successors and Assigns.** This Agreement and the rights and obligations created hereby shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, if any are allowed. The Parties intend that each Party shall not incur any liability other than those liabilities directly running to such Party or its assigns permitted under this Agreement if any. Each Party therefore covenants and agrees, to the extent permitted by law, to indemnify, save and hold harmless the other Party from all liability, cost or expense of any kind, including such indemnified Party's costs of defense to any other party arising in connection with or relating in any way to the execution, delivery or performance of any allowed assignment or any related document by the parties thereto or to the consummation of any transaction in connection with such documents.

12. **No Rights Conferred.** Except as otherwise provided in this Agreement, the Parties acknowledge that all Reclaimed Wastewater leased hereunder is intended for the present and future use of Aurora. It is further understood and agreed to by the Parties that this Agreement shall confer no rights in such Reclaimed Wastewater upon Lessee, nor shall any future needs of Lessee for water enable Lessee to make claim against Aurora for any of Aurora's Reclaimed Wastewater, other water or water rights. Lessee further acknowledges the statutory prohibition against vesting of a right for a continued lease expressed in CRS § 31-35-201 applies in these circumstances.

13. **No Opposition to Aurora Water Court Matters.** From the date of execution of this Agreement through the conclusion hereof, Lessee agrees that neither it nor any successors, if any are allowed, will oppose Aurora in any Colorado Water Court applications filed by Aurora.

14. **Aurora Right to Request Reuse.** The Parties hereto acknowledge that hydrologic and other conditions may exist wherein Lessee may not need all or a portion of the Reclaimed Wastewater flow available to it under this Agreement. Aurora may contact Lessee, not more frequently than once per day, to determine if any of the Reclaimed Wastewater leased hereunder will not be needed.

15. **Entire Agreement of the Parties.** This Agreement represents the entire agreement of the Parties and neither Party has relied upon any fact or representation not expressly set forth herein. All prior and contemporaneous conversations, negotiations, possible alleged agreements, representations, covenants and warranties concerning the subject matter hereof, are merged in this Agreement.

16. **Amendment.** This Agreement may be amended, modified, changed, or terminated in whole or in part only by written agreement duly authorized and executed by the Parties hereto.

17. **Enforcement.** The Parties agree that this Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, including damages, as may be available according to the laws of the State of Colorado. It is specifically understood that, by executing this Agreement, each Party commits itself to perform pursuant to the terms hereof, and that any breach hereof resulting in any recoverable damages shall not thereby cause the termination of any obligations created by this Agreement unless such termination is requested by the Party not in breach hereof.

18. **Failure to Perform Due to Force Majeure.** Subject to the terms and conditions in this Paragraph, no Party to this Agreement shall be liable for any delay or failure to perform under this Agreement due solely to conditions or events of *force majeure*, as that term is specifically defined herein; provided that: (i) the non-performing Party gives the other Party prompt written notice describing the particulars of the occurrence of the *force majeure*; (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the *force majeure* event or condition; and (iii) the non-performing Party proceeds with reasonable diligence to remedy its inability to perform and provides weekly progress reports to the other Party describing the actions taken to remedy the consequences of the *force majeure* event or condition. As used herein *force majeure* shall mean any delay or failure of a Party to perform its obligations under this Agreement caused by events beyond the Party's reasonable control, and without the fault or negligence of the Party, including, without limitation A) changes in state or federal law or administrative practice concerning, water rights administration, water quality or stream flow requirements, B) changes in state water rights administrative practice concerning the reuse of reclaimed wastewater through leases to others for use at locations other than Aurora, Colorado, including, but not limited to, challenges to retained dominion and control, C) acts of God, D) sudden actions of the elements such as floods, earthquakes, hurricanes, or tornadoes, E) sabotage, F) vandalism beyond that which can be reasonably prevented by the Party, G) terrorism, H) war, I) riots, J) fire, K) explosion, L) severe cold or hot weather, M) snow, N) drought [a condition more severe than that which occurred in 2002 in the South Platte River

Basin or any basin from which the Reclaimed Wastewater originates] O) other extreme weather conditions, P) blockades, Q) insurrection, R) strike, slow down or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group); S) actions by federal, state, municipal, or any other government or agency (including but not limited to, the adoption or change in any rule or regulation or environmental constraint imposed by federal, state or local government bodies) but only if such requirements, actions, or failures to act prevent or delay performance, T) inability, despite due diligence, to obtain required licenses, permits or approvals, and, U) changes of law relating to financial obligations, revenues and budgetary matters concerning Colorado local governments and their enterprises. In the event a *force majeure* event or condition prevents Aurora from delivering all or part of the agreed upon amounts of Reclaimed Wastewater to Lessee, Aurora shall refund all advance payments made for that water not delivered within sixty (60) days of the conclusion of the *force majeure* event or the cancellation of the Agreement pursuant to the remaining provisions of this Paragraph. In no event will any delay or failure of performance caused by any conditions or events of *force majeure* extend this Agreement beyond its stated term. In the event any delay or failure of performance on the part of the Party claiming *force majeure* continues for an uninterrupted period of more than one hundred twenty (120) days from its occurrence or inception as noticed pursuant to this Paragraph, the Party not claiming *force majeure* may, at any time following the end of such one hundred twenty (120) day period, terminate this Agreement upon written notice to the Party claiming *force majeure*, without further obligation except as to costs and balances incurred prior to the effective date of such termination.

19. **Sole Obligation of Utility Enterprise.**

(a) This Agreement shall never constitute a general obligation or other indebtedness of the City of Aurora ("City"), or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of the Constitution and laws of the State of Colorado or of the Charter and ordinances of the City.

(b) In the event of a default by Aurora's Utility Enterprise of any of its obligations under this Agreement, Lessee shall have no recourse for any amounts owed to it against any funds or revenues of the City except for those revenues derived from rates, fees or charges for the services furnished by, or the direct or indirect use of, the Water System and deposited in the Water Enterprise Fund, as the terms "Water System" and "Water Enterprise Fund" are defined in City Ordinance No. 2003-18, and then only after the payment of all operation and maintenance expenses of the Water System and all debt service and reserve requirements of any bonds, notes, or other financial obligations of the Utility Enterprise secured by a pledge of the net revenues of the Water Enterprise Fund. Notwithstanding any language herein to the contrary, nothing in this Agreement shall be construed as creating a lien upon any revenues of the Utility Enterprise or the City.

20. **Miscellaneous.**

(a) **Intent of Agreement.** This Agreement is intended to describe the rights and responsibilities of and between the named Parties and is not intended to, and shall not be deemed to confer rights upon any persons or entities not named as Parties, nor to limit in any way the powers and responsibilities of Aurora, Lessee, or any other entity not a party hereto.

(b) **Effect of Invalidity.** If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to either Party or as to both Parties, the entire Agreement will terminate.

(c) **Waiver of Breach.** Waiver of breach of any of the provisions of this Agreement by either Party shall not constitute a continuing waiver of any subsequent breach by said Party of either the same or any other provision of this Agreement.

(d) **Multiple Originals.** This Agreement may be simultaneously executed in any number of counterparts, each one of which shall be deemed an original, but all of which constitute one and the same Agreement.

(e) **Headings for Convenience.** Headings and titles contained herein are intended for the convenience and reference of the Parties only and are not intended to confine, limit, or describe the scope of intent of any provision of this Agreement.

(f) **Recordation.** Following the execution of this Agreement, the Parties may cause this Agreement to be recorded with the Clerk and Recorder's Office of such county or counties in Colorado as they may desire.

(g) **Notice.**

(i) All notices, requests, demands, or other communications (collectively, "Notices") hereunder shall be in writing and given by (i) established express delivery service which maintains delivery records requiring a signed receipt, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested to the Parties at the following address, or at such other address as the Parties may designate by Notice in the above manner.

To Aurora: City of Aurora
15151 East Alameda Parkway, Suite 3600
Aurora, CO 80012-1555
Attn: Director, Aurora Water

with copy to City of Aurora
15151 East Alameda Parkway, Suite 5300
Aurora, CO 80012-1555
Attn: City Attorney

with copy to Brownstein Hyatt Farber Schreck, LLP
410 17th Street, Twenty Second Floor
Denver, CO 80202
Attn: Andrew L. Meyers, Esq.

To Lessee: E-470 Public Highway Authority
22470 E. 6th Parkway, Suite 100
Aurora, CO 80018
Attn: Neil Thompson, P.E.

with copy to Icenogle Seaver Pogue PC
4725 South Monaco Street, Suite 225
Denver, CO 80237
Attn: Ed Icenogle, Esq.

Notices shall be effective (x) the next day following the date sent by an established express delivery service which maintains delivery records requiring a signed receipt, (y) upon receipt by the addressee of a hand delivery, or (z) three (3) days following the date of mailing via certified or registered mail, postage prepaid, return receipt requested.

(ii) Notwithstanding the foregoing, the Parties may communicate with respect to adjustments of the Delivery Schedule pursuant to Paragraph 2(b) by e-mail as follows: (A) to Aurora to John Murphy at jmurphy@auroragov.org; and (B) to Lessee to Austin Malotte at amalotte@bbawater.com or such other e-mail address as other address as the Parties may designate by Notice in the manner provided for under Paragraph 20(g)(i) above.

(h) **Non-Business Days.** If any date for any action under this Agreement falls on a Saturday, Sunday or a day that is a "holiday" as such term is defined in Rule 6 of the Colorado Rules of Civil Procedure, then the relevant date shall be extended automatically until the next business day.

(i) **Commissions and Fees.** Each Party shall be solely responsible for the payment of any and all real estate commissions or other commissions or fees that it incurs with respect to this Agreement.

(j) **Governing Law and Venue.** This Agreement and its application shall be construed in accordance with the law of the State of Colorado. Should it be necessary to initiate court proceedings concerning this Agreement, the Parties agree that venue shall be in the District Court for Arapahoe County, Colorado.

(k) **No Attorneys' Fees.** In the event of any litigation, mediation, arbitration or other dispute resolution process arising out of or related to this Agreement each Party agrees to be responsible for its own attorneys' and other professional fees, costs and expenses associated with any such proceedings.

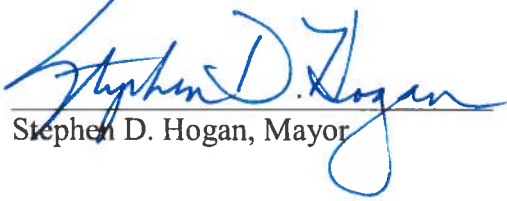
(l) **No Construction Against Drafter.** This Agreement was drafted by Aurora with review and comment from the attorney for Lessee. Accordingly, the Parties agree the legal doctrine of construction against the drafter will not be applied should any dispute arise concerning this Agreement.

21. **Effective Date.** The "Effective Date" of this Agreement shall be the date it is signed by the Mayor of Aurora.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the Effective Date.

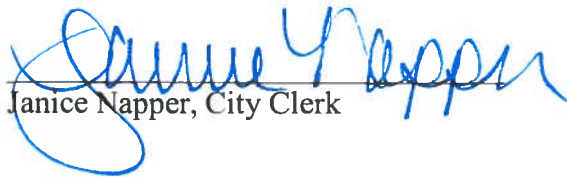
[signatures on following pages]

**CITY OF AURORA, COLORADO,
ACTING BY AND THROUGH ITS
UTILITY ENTERPRISE**


Stephen D. Hogan, Mayor

6-30-15
Date

ATTEST:


Janice Napper, City Clerk

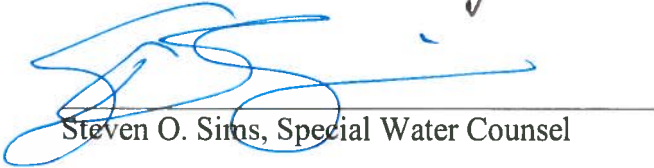
6/30/15
Date

APPROVED AS TO FORM FOR AURORA:


Christine McKenney, Assistant City Attorney

4-22-15
Date

15033084
ACS #


Steven O. Sims, Special Water Counsel

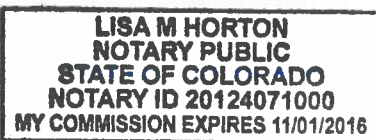
4-22-15
Date

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 30th day of June, 2015,
by Stephen D. Hogan, 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: 11/01/2016

(SEAL) 
LISA M HORTON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20124071000
MY COMMISSION EXPIRES 11/01/2016

**LESSEE:
E-470 PUBLIC HIGHWAY AUTHORITY**


By: John D. McCuskey
Its: Executive Director

ATTEST:



STATE OF Colorado)
)
COUNTY OF Arapahoe) ss.

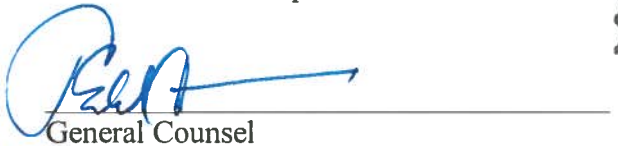
The foregoing instrument was acknowledged before me this 13th day of April, 2015 by - and John D. McCuskey, as - and Executive Director of the E-470 Public Highway Authority.

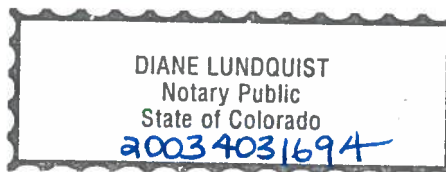
WITNESS my hand and official seal.

My commission expires: September 25, 2015


Notary Public

APPROVED AS TO FORM:
ICENOGL | SEAVER | POGUE
A Professional Corporation


General Counsel




Director of Finance - Stan Koniz

DATE APPROVED BY THE BOARD OF DIRECTORS: Feb. 12, 2015

EXHIBIT A

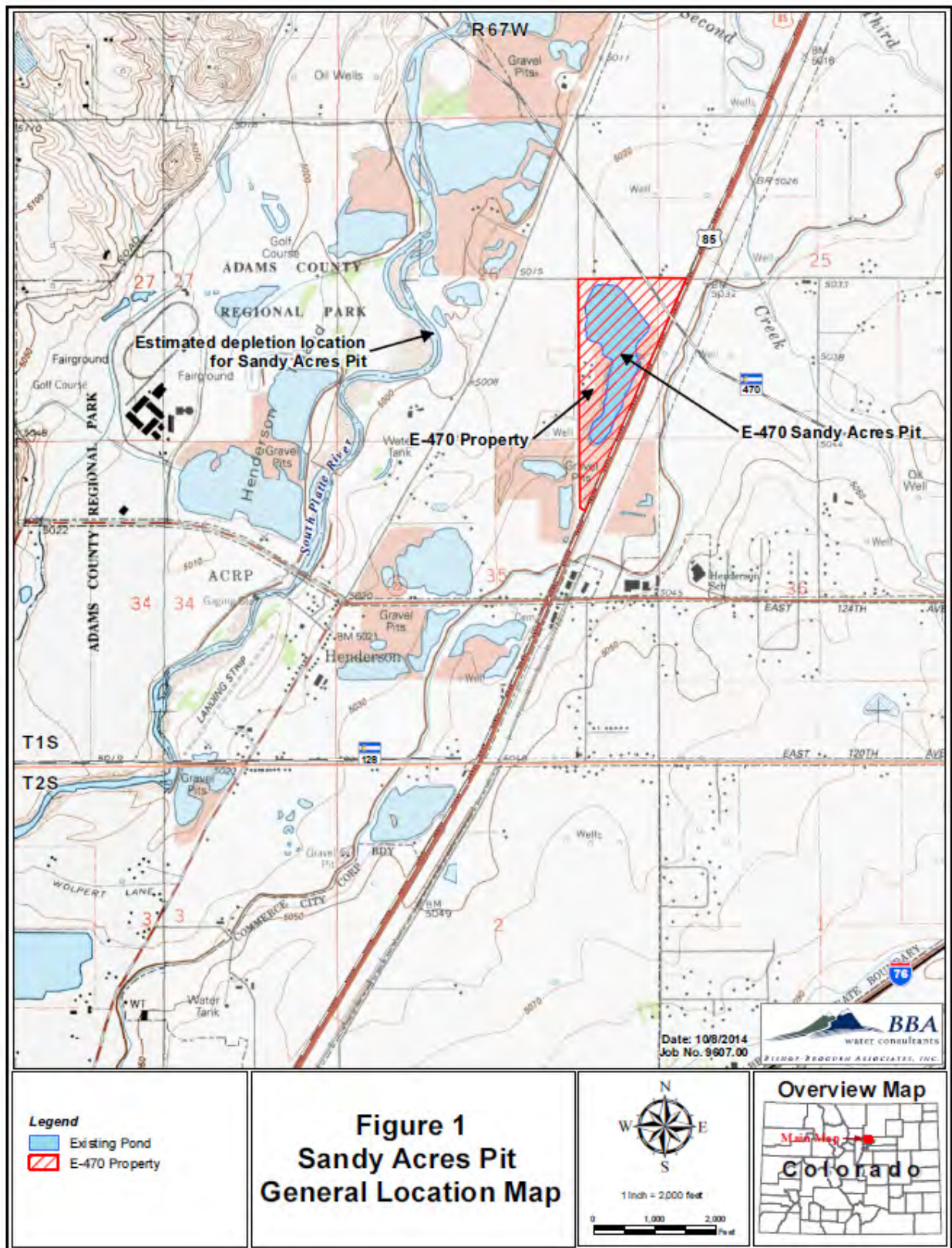
INITIAL DELIVERY SCHEDULE

(ACRE-FEET)

Year	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Total
2015	0.00	0.00	0.00	0.00	0.00	0.00	5.75	7.62	8.77	9.74	10.15	9.97	52.00
2016	9.32	8.31	7.13	6.28	6.10	6.21	6.73	7.62	8.77	9.74	10.15	10.14	96.50
2017	8.64	7.33	6.41	5.76	5.26	4.85	4.54	4.27	4.05	3.85	3.69	3.53	62.18
2018	3.40	3.27	3.17	3.06	2.97	2.87	2.77	2.70	2.62	2.55	2.49	2.41	34.28
2019	2.35	2.28	2.22	2.17	2.11	2.05	1.99	1.95	1.89	1.84	1.80	1.76	24.41
2020	1.70	1.66	1.62	1.58	1.53	1.49	1.46	1.41	1.37	1.34	1.31	1.28	17.75
2021	1.24	1.20	1.18	1.15	1.11	1.09	1.06	1.03	1.01	0.98	0.94	0.92	12.91
2022	0.90	0.88	0.85	0.83	0.80	0.78	0.76	0.75	0.73	0.71	0.69	0.66	9.34
2023	0.65	0.63	0.62	0.60	0.59	0.57	0.56	0.55	0.54	0.50	0.49	0.48	6.78
2024	0.47	0.46	0.45	0.44	0.43	0.42	0.41	0.40	0.39	0.37	0.36	-	4.60

Notes:

1. Values in acre-feet delivered at or downstream of the Robert W. Hite Treatment Facility to the South Platte River.
2. Delivery amounts include projected transit losses attributable to carriage of replacement water to depletion location.
3. Values based on depletions assuming zero additional evaporation at Sandy Acres Pit after September 2016.



Water Policy Committee (WPC) Meeting
May 14, 2015

Members Present: Council Member, Bob Roth – Chair
Council Member, Renie Peterson - Vice Chair
Council Member, Bob Broom

Others Present: Greg Baker, Leiana Baker, Steve Fiori, Nancy Freed, Pam Hensley, John Murphy, Gerry Knapp, Christine McKenney, Marshall Brown, Sarah Young, Joe Stibrich, Lisa Darling, Jo Ann Giddings, Kelley Neumann, Fernando Aranda Perozo, Bill McCormick, Paul & Lindsay Zbeck (Citizen)

I. Approval of Minutes

The minutes of the April 9, 2015, Water Policy Committee meeting were approved as presented.

II. Consent Items

- A. Monthly Water Supply Update**
- B. Construction Change Order Summary Report**
- C. Bi-Monthly WISE Update**
- D. Bi-Monthly Colorado's Water Plan Update**

Comments: Council Member Roth asked, on the Bi-Monthly Water Infrastructure and Supply Efficiency Partnership (WISE) update, the rate shows \$5.50 per thousand gallons of water and asked if that rate is current. Joe Stibrich replied that it is \$5.27 per thousand gallons for our rate payers and \$5.50 per thousand gallons for WISE partners.

Council Member Broom asked about the status on the water storage tanks at Smoky Hill. Joe Stibrich replied, there was a public meeting in March 2015, three options were chosen with some slight modifications, and it is still under review. When reviewed and approved, the plan would be published on the City website. A notification will go out to all of the parties of interest who have been involved via email or letter. Council will be updated through Skip Noe's bi-weekly meeting. WISE wants the water storage tanks to blend into the environment.

Outcome: Informational only.

III. Major Drainageway Planning for Flood Hazard Area Delineation for Third Creek

Sarah Young stated this Intergovernmental Agreement (IGA) is to provide development of a Master Drainageway Plan and Flood Hazard Area Delineation for Third Creek. The proposed work includes mapping, compilation of existing data, necessary field work, development and evaluation of all reasonable alternatives so the most feasible drainage and flood control master plan can be determined for the basin. The project is jointly sponsored by Urban Drainage and

Flood Control District, Adams County, Commerce City, City of Brighton and the City of Aurora. Aurora's share of the project cost is \$5,000 of the total cost of \$250,000.

Comments: None

Outcome: The Committee approved this item and recommended forwarding to the June 8, 2015, Study Session.

IV. Agreement for Funding of Outfall System for First Creek

Sarah Young stated this Intergovernmental Agreement (IGA) provides a mechanism for the City of Aurora, Urban Drainage and Flood Control District and Southeast Metro Stormwater Authority to jointly fund the development of an Outfall System Plan for First Creek upstream of I-70.

The hydraulic and hydrologic analysis of the stream channel will analyze the location, alignment and sizing of storm sewer channels, detention/retention basins and other facilities needed to provide efficient storm water drainage within the study area. Aurora's share of the project cost is \$50,000 of the total cost of \$200,000.

Comments: Council Member Broom asked, does this back up to Bureau of Land Board property. Sarah Young replied no.

Outcome: The Committee approved this item and recommended forwarding to the June 8, 2015, Study Session.

V. First Creek Detention Intergovernmental Agreement (IGA) Amendment

Steve Fiori stated that this is the sixth amendment to an existing Intergovernmental Agreement (IGA) with Urban Drainage and Flood Control District specifically with the First Creek Basin for \$200,000, which will be matched by the City of Aurora.

This IGA amendment is part of the recommended plan in the Master Drainage Plan report. The proposed work will include land acquisition; mapping; compilation of existing data; necessary field work; development of final design; and construction of a regional detention pond. Construction will also include channel grading, erosion control, revegetation and other miscellaneous items necessary to complete the work.

Comments: Council Member Broom asked, if the pond would have a permanent pool. Steve Fiori replied no.

Council Member Roth stated that with Urban Drainage managing the project with participation from Aurora Water, what is Aurora's participation? Steve Fiori stated that Aurora will attend the meetings, are involved on consultant selection, contractor selection, and land acquisition.

Outcome: The Committee approved this item and recommended forwarding to the June 8, 2015, Regular City Council meeting.

VI. Cherry Creek at Arapahoe Road Intergovernmental Agreement (IGA) Amendment

Steve Fiori stated that this is the third amendment to the existing Intergovernmental Agreement (IGA) with Urban Drainage and Flood Control District (UDFCD). Partners on this IGA are Urban Drainage, South Metro Stormwater Authority and the Cherry Creek Basin Water Quality Authority. The study looked at Cherry Creek from Echo Park to Cherry Creek Reservoir. The purpose of the project is to reduce the erosion in the Cherry Creek Basin and to prevent sediment transport to the Cherry Creek Reservoir. This will be accomplished through a series of drop structures. This Amendment adds \$50,000 to the project for the next phase of construction.

The original IGA, this Amendment and future Amendments, represent cost shares in the different phases of the project. The project consists of a total of 17 drop structures. This Amendment allows for implementation of the design and construction of Drop Structures 15-17.

Comments: Council Member Roth asked, who will be the contractor. Steve Fiori replied ECI.

Council Member Broom asked, when will the bridge be completed on Arapahoe Road over Cherry Creek. Bill McCormick, Associate City Engineer with Public Works, stated approximately 2016.

Outcome: The Committee approved this item and recommended forwarding to the June 8, 2015, Regular City Council meeting.

VII. E-470 Authority Effluent Lease Intergovernmental Agreement (IGA)

John Murphy stated that the E-470 Public Highway Authority is restoring a gravel mine operation to its original condition. During the process of refilling the mined area, they must make augmentation payments to the river for groundwater intrusion, and have requested an effluent lease with the City of Aurora. The lease provides less than one hundred (100) acre-feet per year, and the amount can be increased or decreased by notice at the discretion of the City of Aurora. The lease term is ten (10) years, and the price per acre-foot is \$300.00, escalating annually at 2.5%, which is the approximate average Consumer Price Index over the last five (5) years.

Comments: None.

Outcome: The Committee approved this item and recommended forwarding to the June 8, 2015, Regular City Council meeting.

VIII. Bureau of Land Management (BLM) Memorandum of Understanding (MOU)

Gerry Knapp stated this item is for a Memorandum of Understanding (MOU) with the Royal Gorge office of the Bureau of Land Management (BLM). The BLM is doing a Resource Management Plan for part of the Arkansas River. The process is an Environmental Impact Statement (EIS) to look at various alternatives for resource management and to consider the impacts. Aurora is interested and concerned because in this process they will be evaluating the Arkansas River for wild and scenic designation. In the past, we on the Arkansas have avoided that designation through a voluntary flow management program that accommodates both the recreational rafting as well as the fishery. There are a lot of water rights and exchanges within those regions that need to be protected. This MOU allows the City of Aurora to become a cooperating agency or entity. There is no financial impact, and the process will take approximately four (4) years.

Comments: None.

Outcome: The Committee approved this item and recommended forwarding to the June 8, 2015, Regular Council Meeting.

IX. Connection Fee Adjustments with Capital Recovery Fee

Marshall Brown stated this is a proposal to amend City Code Section 138-221, Service Connection Fee, to allow for an adjustment to the connection fee on lots greater than 32,670 square feet (0.75 of an acre).

Developers with qualifying lots sizes would be required to submit an application for review showing demand requirements along with landscape plans. Upon approval of the application and landscape plan, a Service Connection Allocation Agreement would be completed with an annual usage in gallons of water allowed based on the fee paid.

Along with an adjustment to the connection fee, the property would be subject to a capital recovery fee. The fee would only apply to water usage over the agreed upon annual usage in the Service Connection Allocation Agreement. The property owner would pay the same rates as all other users in the same customer class, as long as the usage stayed within the annual agreed upon usage in the Service Connection Allocation Agreement. A capital recovery rate would apply to any water usage more than the agreed usage per the Service Connection Allocation Agreement. The capital recovery fee is calculated on the cost of capital. The recovery rate will be \$9.43 per each 1,000 gallons in excess of the annual allocation if the annual allocation is exceeded January through June, and \$4.71 per each 1,000 gallons in excess of the annual allocation if the annual allocation is exceeded July through December. This fee is in addition to the rates in place for water usage. The fee will be collected in the monthly water bill. The annual allocation would reset every January.

Owners would be allowed a one-time buy up of additional usage by paying all or a portion of the deferred amount of the additional connection fee. The amount of the connection fee would be based on the fees that are in effect at the time of the fee payment. There would be no refund of fees already paid.

If the property transfers, the new property owner would be allowed to pay an additional tap fee if they have needs above what we're looking at, or they could remain an allocation customer.

Comments: Council Member Roth – as part of the developer's deal they only landscape the front of the property and it's up to the homeowner to landscape the back of the property. Is there a formula to anticipate what it would be to landscape the back of the property? Marshall Brown replied not exactly and that is one of the reasons we felt that we needed to set the minimum lot size requirement, because the homeowner would be required by code to landscape the front and not the back. So we know that there will be some things left for later, and some system capacity needed to do that.

Christine McKenney stated that it could be recorded so that the new property owner would be aware of the allocation. Marshall Brown added that we would label it differently in the water bill.

Council Member Broom asked how many lots are affected. Marshall Brown replied it's approximately 300-400 lots.

Council Member Broom asked what happens when a lot is subdivided. Marshall Brown replied some of the properties have covenants that do not allow subdividing of lots. Theoretically the allocation would go to the lot with the tap, and the other lot would not have an allocation.

Council Member Peterson asked where the developments are located. Marshall Brown replied that they are spread throughout the city.

Outcome: The Committee approved this item and recommended forwarding to the June 8, 2015, Study Session and Regular City Council meeting.

X. Ordinance Revisions

Marshall Brown stated that staff identified a number of areas in City Code, Section 138 (Utility Enterprise) that need to be updated. The updates include minor clarifications, deleting code that has information provided elsewhere in the code or from another source, moving standards out of the code that were better defined elsewhere, making adjustments to the connection fees for city lots larger than three-quarters of an acre, updating sewer and storm delinquency dates to match the water delinquency dates.

Comments: None.

Outcome: The Committee approved this item and recommended forwarding to the June 8, 2015, Study Session and Regular City Council meeting.

XI. Miscellaneous Matters for Consideration

A. Council Member Broom asked about the status of the East Reservoir site. Marshall Brown replied, the negotiations have been ongoing and we will be coming to Council with an update. Lisa Darling added that the storage update will be presented to Council at the June 29, 2015, Study Session.

B. Confirm next meeting

Outcome: The next meeting was confirmed for Thursday, June 4, 2015, at 3:30 p.m. in the Mount Elbert Conference Room.

X 

Council Member, Roth
Chair - Water Policy Committee

in the City of Aurora, Arapahoe County. STAFF SOURCE: Steve Fiori, Project Delivery Services Manager, Aurora Water

Motion by Peterson, second by Pierce, to approve item 10d.

Voting Aye: Mayor Pro Tem Hunter Holen, Berzins, Broom, LeGare, Markert, Mounier, Peterson, Pierce

♦ e. **R2015-33**

Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving an Intergovernmental Agreement between the City of Aurora, Colorado, acting by and through its Utility Enterprise, and the E-470 Public Highway Authority for Delivery of Reclaimed Wastewater. STAFF SOURCE: Lisa Darling, Regional River Basin Program Manager, Aurora Water

Motion by Broom, second by Peterson, to approve item 10e.

Voting Aye: Mayor Pro Tem Hunter Holen, Berzins, Broom, LeGare, Markert, Mounier, Peterson, Pierce

♦ f. **R2015-34**

Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving a Memorandum of Understanding between the Department of the Interior, Bureau of Land Management Royal Gorge Field Office and the City of Aurora, Colorado, as cooperating agency for preparation of the Eastern Colorado Resource Management Plan and associated Environmental Impact Statement. STAFF SOURCE: Marshall Brown, Director, Aurora Water

Motion by Peterson, second by LeGare, to approve item 10f.

Voting Aye: Mayor Pro Tem Hunter Holen, Berzins, Broom, LeGare, Markert, Mounier, Peterson, Pierce

♦ g. **R2015-35**

Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving a reduction in the acreage of the Aurora Conference Center Urban Renewal area as required by the Aurora Conference Center Urban Renewal Plan. **(STAFF REQUEST WAIVER OF RECONSIDERATION)** STAFF SOURCE: Michael Hyman, City Attorney

Motion by LeGare, second by Berzins, to approve item 10g, with a waiver of reconsideration.

Voting Aye: Berzins, Broom, Hunter Holen, LeGare, Markert, Mounier, Pierce

Voting Nay: Peterson

11. **PUBLIC HEARING WITH RELATED ORDINANCE**

♦ a. **2015-26**

PUBLIC HEARING and INTRODUCTION OF AN ORDINANCE of the City Council of the City of Aurora, Colorado, rezoning two parcels of land at Regatta Plaza from B-3 (Highway Service District) to TOD (Trans-Oriented Zoning District) and amending the zoning map accordingly. (Regatta Plaza) STAFF SOURCE: Michael Smyth, Planning Supervisor, 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.*



CITY OF AURORA

Council Agenda Commentary

Item Title: Immigration Support (Resolution)
Item Initiator: Alison Coombs, Council Member
Staff Source/Legal Source: Jason Batchelor, City Manager / Andrea Wood, 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: N/A

Regular Meeting: 1/13/2024

2nd Regular Meeting (if applicable): N/A

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Sponsor: Alison Coombs, Council Member
Jason Batchelor, City Manager / Andrea Wood, Assistant City Attorney

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Use dropdown menu to select committee from list.

Policy Committee Date: N/A

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

☐ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☐ Minutes Attached

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

N/A

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

A resolution that would show support of immigrant communities in the City.

FISCAL IMPACT

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

☐ Revenue Impact

☐ Budgeted Expenditure Impact

☐ Non-Budgeted Expenditure Impact

☐ Workload Impact

☐ No Fiscal Impact

REVENUE IMPACT

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

BUDGETED EXPENDITURE IMPACT

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

NON-BUDGETED EXPENDITURE IMPACT

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

WORKLOAD IMPACT

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

QUESTIONS FOR COUNCIL

Does Council wish to support the resolution?

LEGAL COMMENTS

A resolution may be used for a statement of policy or other matters which are not required to be adopted by ordinance as long as it doesn't include International issues or concerns (Section F, Paragraph 2, Rules of Order and Procedure for the Aurora City Council). (Wood)



CITY OF AURORA

Late Submission Approval for Agenda Item

Item Title: Immigration Support Resolution
Item Initiator: Council Member Alison Coombs
Staff Source / Legal Source: Jason Batchelor, City Manager/Andrea Wood, 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

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
- ☒ The item has been requested by Council Member Alison Coombs

COUNCIL MEETING DATES FOR LATE SUBMISSION:

Study Session: N/A

Regular Meeting: 12/16/2024

EXPLANATION:

Council Member Alison Coombs has requested a resolution for Immigration Support to be presented at the December 16, 2024 Council Meeting.

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

Late Submission Approver Name (Deputy City Manager)

Agenda Item Initiator Signature

Date

 12.04.24
Late Submission Approver Signature Date

RESOLUTION NO. R2025- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, SUPPORTING IMMIGRANT COMMUNITIES AND AFFIRMING COMMITMENT TO THE AURORA IMMIGRANT INTEGRATION PLAN 2020-2030.

WHEREAS, the City of Aurora recognizes its immigrant communities as integral to its identity, prosperity, and vibrancy, contributing to the City's economic growth, cultural richness, and social cohesion; and

WHEREAS, the City of Aurora shows its openness to the world through its diverse immigrant communities, representing various cultures, languages, and experiences, making the City an active center for global engagement and multicultural collaboration; and

WHEREAS, the City of Aurora's immigrant and refugee communities make up about 21% of the City's population of 404,219. These individuals come from a wide range of countries, including Mexico, Ethiopia, Vietnam, Korea, El Salvador, India, the Philippines, Ghana, and Nigeria; and

WHEREAS, the *Aurora Immigrant Integration Plan 2020-2030* represents a strategic and collaborative roadmap to support immigrants through initiatives that foster inclusion, equity, and opportunity; and

WHEREAS, under the leadership of the Office of International and Immigrant Affairs (OIIA), the City of Aurora has achieved significant milestones; and

WHEREAS, the City of Aurora, through OIIA, has advanced public safety by implementing community policing programs such as the nationally recognized International Teen Police Academy; and

WHEREAS, the City of Aurora, through OIIA, has supported immigrant entrepreneurship through the Aurora International Impact Fund and strengthened global business and diplomacy by attracting international investments and facilitating the opening of the Salvadoran Consulate and Korean restaurant franchises; and

WHEREAS, the City of Aurora, through OIIA, has enhanced health and wellness with the award-winning Health Powers Life campaign, celebrated diversity through events like Global Fest—which now attracts 10,000 attendees annually—and improved language access with a City-wide language assistance plan and translation services system; and

WHEREAS, these accomplishments demonstrate Aurora's commitment to fostering a city where immigrants feel safe, valued, and included, with opportunities to thrive; and

WHEREAS, the incoming Presidential Administration's threats of mass deportation risk undermining Aurora's progress, damaging trust, and creating fear among immigrant communities.

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

Section 1. The Aurora City Council resolves as follows:

Commitment to Immigrant Communities: The City of Aurora reaffirms its steadfast support for its immigrants and stands in opposition to federal policies that promote fear, division, or mass deportation.

Stand by the Integration Plan: The City will continue to uphold and implement the principles of the *Aurora Immigrant Integration Plan 2020-2030* as a guiding framework for inclusion and equity.

Investment in Public Safety: Aurora will endeavor to expand its community policing initiatives and maintain partnerships that build trust and cooperation between immigrant communities and law enforcement.

Continuance of Economic and Global Leadership: Aurora will continue to support immigrant entrepreneurs, attract international business, and establish diplomatic connections that strengthen the City's global standing.

Investment in Health and Wellness: The City remains committed to promoting access to healthcare, wellness, and mental well-being for all residents.

Celebration of Cultural Diversity: Aurora will prioritize cultural programs and events that celebrate its diverse heritage.

Enhancement of Language Access: Aurora will implement and expand its language assistance plan to ensure effective communication with all residents.

Section 2. The Aurora City Council further resolves as follows:

The City of Aurora calls upon residents, organizations, and businesses to unite in supporting immigrant communities and defending the values of inclusivity, equity, and mutual respect.

Section 3. All Resolutions in conflict with this Resolution are hereby repealed only to the extent of such conflict.

RESOLVED AND PASSED this _____ day of _____, 2025.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, City Attorney

By: Andrea Wood *AK*
Andrea Wood, Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: Rules of Order And Procedure: Amending Rules Concerning Public Invited to be Heard
Item Initiator: Council Member Danielle Jurinsky
Staff Source/Legal Source: Jason Batchelor, City Manager/Andrea Wood, 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: N/A

Regular Meeting: 1/13/2025

2nd Regular Meeting (if applicable): 1/27/2025

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Sponsor: Council Member Stephanie Hancock and Council Member Danielle Jurinsky
Jason Batchelor, City Manager

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Use dropdown menu to select committee from list.

Policy Committee Date: N/A

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

☐ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☐ Minutes Attached

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

N/A

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

A resolution to make amendments to the Council Rules with regard to public comment.

FISCAL IMPACT

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

☐ Revenue Impact

☐ Budgeted Expenditure Impact

☐ Non-Budgeted Expenditure Impact

☐ Workload Impact

☐ No Fiscal Impact

REVENUE IMPACT

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

BUDGETED EXPENDITURE IMPACT

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

NON-BUDGETED EXPENDITURE IMPACT

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

WORKLOAD IMPACT

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

QUESTIONS FOR COUNCIL

Does Council wish to support the resolution to amend the Rules of Order and Procedure concerning Public Invited to be Heard?

LEGAL COMMENTS

The council shall prescribe rules of procedure to govern meetings. (Article 3-8 City Charter). The council shall determine its own rules and procedures and order of business and shall keep a journal of its proceedings. It may compel attendance of members and may punish members for misconduct. (Section 2-32 City Code). (Wood)



CITY OF AURORA

Late Submission Approval for Agenda Item

Item Title: RESOLUTION TO AMEND THE RULES OF ORDER AND PROCEDURE CONCERNING PUBLIC INVITED TO BE HEARD

Item Initiator: Danielle Jurinsky, City Council Member

Staff Source/Legal Source: Jason Batchelor, City Manager/Andrea Wood, 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

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
- ☐ The item was requested by Council Member Danielle Jurinsky

COUNCIL MEETING DATES FOR LATE SUBMISSION:

Study Session: N/A

Regular Meeting: 1/13/2025

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.)*

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.

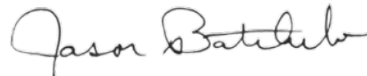
Agenda Item Initiator Name

Agenda Item Initiator Signature

Date

Jason Batchelor

Late Submission Approver Name (Council Appointee or DCM)



Late Submission Approver Signature

01.08.25

Date

RESOLUTION NO. R2025- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, TO AMEND THE RULES OF ORDER AND PROCEDURE FOR THE AURORA, COLORADO, CITY COUNCIL CONCERNING PUBLIC INVITED TO BE HEARD.

WHEREAS, the Aurora City Council (Council) believes the election of an individual to the Council imposes a heavy responsibility to observe those tenets and requirements which flow from the solemn oath administered at the time of installation to office; and

WHEREAS, the Council wants the Rules for the Council to facilitate the fulfillment of the duties and responsibilities contained in the oath of office; and

WHEREAS, the Council desires to make certain changes to the Rules;

WHEREAS, as authorized under Article III, Section 8 of the City Charter, the Council promulgates the Rules to govern meetings.

WHEREAS, in addition to the public comment period at City Council meetings, members of the public have multiple avenues to communicate with their Council Members, including written correspondence, phone calls, emails, etc.; and

WHEREAS, the primary purpose of City Council meetings is to conduct the business of the City in an orderly, respectful, and productive manner.

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

Section 1. The Aurora City Council hereby amends Section E.4 of the Council Rules of Order and Procedure to read as follows:

Order of Business. Council meetings are to conduct business for the city. All citizens are encouraged to contact their Councilperson for matters outside the agenda. The business of all regularly-scheduled meetings of the City Council shall be conducted in the following order:

- a. Call to Order
- b. Roll Call
- c. Invocation/Moment of Silence
- d. Pledge of Allegiance
- e. Approval of Minutes

- f. Proclamations or Ceremonies
- ~~g. Public Invited to be Heard~~
- g. Adoption of Agenda
- h. Consent Calendar
 - i. Motions (Mayor may vote upon)
 - ii. Resolutions (Mayor may not vote upon Resolutions or Ordinances)
 - iii. Finalizing of Ordinances that were unanimous on the prior reading
- i. Public Hearings With or Without Related Ordinances
- j. Introduction of Ordinances
- k. Finalizing of Ordinances
- l. Annexations
- m. Reconsiderations and Call-Ups
- n. General Business
- o. Appointments to Boards and Commissions
- p. Reports
- q. Mayor
- r. City Council
- s. Public Invited to be Heard**
- t. Adjournment

Section 2. The Aurora City Council hereby amends Section E.5 of the Council Rules of Order and Procedure to read as follows:

Persons wishing to address Council at a public comment session shall sign up to do so with the City Clerk on a first-come first-served basis. **Except that any individual who, when signing up, provides acceptable proof of Aurora residency to the City Clerk shall be placed in order before those who have not provided such proof. Proof of Aurora residency may include, but is not limited to, a government-issued identification card, utility bill, or lease agreement.** Those wishing to address Council must sign up in-person with the City Clerk no earlier than 5:00pm and no later than 6:20pm on the date they wish to be heard. Speakers shall provide their

first and last name, address, phone number, and email address on the form when they sign up. Speakers shall appear at the Council Meeting in-person and speak from the podium. Once at the podium, the speaker shall state their true name and whether or not they are an Aurora resident. Speakers shall be limited to a maximum of three minutes

- a. whenever feasible, individuals or groups wishing to address the same topic are encouraged to coordinate and designate a single spokesperson to present their views on behalf of the group, in order to ensure efficient use of time, thereby giving other speakers the opportunity to be heard on various topics of interest.
- b. If a City Council meeting becomes disrupted to the extent that it jeopardizes the ability to continue conducting City business and Council decides to move the Council meeting to a virtual format, the City Manager is directed to order the Aurora Municipal Center closed to the public, and all public attendees will be given ten minutes to vacate the premises. Any member of the public remaining in the building after ten minutes will be subject to arrest for trespass (Aurora City Code 94-71), or any other applicable charge.**
- c. Upon a closure of the building, the City Council meeting will transition to a virtual format, and Council Members will not return to the dais. Any remaining public comment time will be suspended, and Council will proceed with any remaining agenda items.
- d. If a closure of the building occurs prior to other agenda items, members of the public who properly signed up to speak on a specific agenda item will be directed to an alternate location to participate virtually.**

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

RESOLVED AND PASSED this _____ day of _____ 2025.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Andrea Wood 
ANDREA WOOD, Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: Adoption of the 2024 Model Traffic Code (Ordinance)
Item Initiator: Chris Amsler, Lieutenant, Aurora Police
Staff Source/Legal Source: Chris Amsler, Lieutenant, Aurora Police / Andrea Wood, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 1.0--Assure a safe community for people

COUNCIL MEETING DATES:

Study Session: 12/2/2024

Regular Meeting: 12/16/2024

2nd Regular Meeting (if applicable): 1/6/2025

Item requires a Public Hearing: ☒ Yes ☐ No

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

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

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

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Public Safety, Courts & Civil Service

Policy Committee Date: 11/14/2024

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

☐ Recommends Approval

☐ Does Not Recommend Approval

☒ Forwarded Without Recommendation

☐ Minutes Not Available

☐ Minutes Attached

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

Moved forward to study session from 11/14/2024 Public Safety, Courts & Civil Service meeting

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

This ordinance would allow the City to adopt the 2024 version of the Model Traffic Code, to get in line with the State. We are currently operating under the 2010 edition.

FISCAL IMPACT

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

☐ Revenue Impact

☐ Budgeted Expenditure Impact

☐ Non-Budgeted Expenditure Impact

☐ Workload Impact

☐ No Fiscal Impact

REVENUE IMPACT

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

N/A

BUDGETED EXPENDITURE IMPACT

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does Council wish to support this ordinance for the Adoption of the 2024 Model Traffic Code?

LEGAL COMMENTS

In order for the City Council to adopt the 2024 Model Traffic code, and make the other proposed amendments to ordinances dealing with the regulation of traffic, it is necessary to conduct a public

hearing and act by ordinance. The Model Traffic Code requires notice of the public hearing to be published at least 15 days prior, and again at least 8 days prior. It also requires approval by the Colorado Department of Transportaion. (Appendix Part A, Model Traffic Code). (Wood)

ORDINANCE NO. 2024- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS 134-1, and 134-8; AND REPEALING SECTION 134-2(n)(3) OF THE CITY CODE PERTAINING TO ADOPTION OF THE 2024 MODEL TRAFFIC CODE AND LOCAL AMENDMENTS.

WHEREAS, the Model Traffic Code for Colorado, published by the Colorado Department of Transportation and revised in 2024, embodies the rules of the road and vehicle requirements as set forth in Article 4 of Title 42 of the Colorado Revised Statutes; and

WHEREAS, Section 42-4-110(1) of the Colorado Revised Statutes authorizes local authorities to adopt by reference all or any part of the Model Traffic Code for Colorado; and

WHEREAS, Section 42-4-110 and section 42-4-111 of the Colorado Revised Statutes authorizes local authorities to enact and enforce traffic regulations on roads and streets anywhere within their jurisdiction; and

WHEREAS, the City of Aurora has adopted the 2010 edition of the Model Traffic Code for Colorado, and now desires to update by adopting the 2024 edition.

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

Section 1. The City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Sec. 134-1. Code adopted.

There is adopted by reference, as if fully set out in this section the ~~2010~~**2024** edition of the Model Traffic Code for Colorado promulgated and published as such by the state department of transportation (referred to in this chapter as the model traffic code) except that the following parts, sections, or subsections are declared to be inapplicable to this City and are therefore expressly not adopted:

- (a) Part 17; Penalties and Procedure.
- (b) Part 18; Vehicles Abandoned on Public Property.
- (c) Sections 109.5 and 109.6; Low Speed Electric Vehicle.
- (d) **Section 118; Establishment of wildlife crossing zones.**

- ~~(d)~~ **(e)** Subsection 225(3); Mufflers - Prevention of Noise.
- ~~(e)~~ **(f)** Subsection 236(6)(b); Child Restraint System.
- ~~(f)~~ **(g)** Subsection 237(4); Safety Belt Systems.
- ~~(g)~~ **(h)** Subsection 239(5) **and (5.5)**; Misuse of Wireless Telephone.
- ~~(h)~~ **(i)** Subsection 501; Size and Weight Violations - Penalty.
- ~~(i)~~ **(j)** Subsection 607(2)(b); Interference with Official Devices.
- ~~(j)~~ **(k)** Sections 614 and 615; Increase in Penalties.
- ~~(k)~~ **(l)** **Section 616; wildlife crossing zones – increase in penalties for moving traffic violations.**
- ~~(l)~~ **(m)** **Section 617 Steep downhill grade zones – increase in penalties and surcharges for speeding violations – definitions.**
- ~~(m)~~ **(n)** Subsections 1101(7) and (8); Speed Limits.
- (o) Subsection 1402.5; Vulnerable road user – prohibition – violations and penalties – definition.**
- (p)** Subsections 1406(5); Foreign Matter on Highway.
- (q)** Section 1409; Compulsory Insurance.
- (r) Section 1410.5; Providing false evidence of proof of motor vehicle insurance.**
- (s) Section 1416; Failure to present a valid transit pass or coupon.**

Section 2. The City hereby repeals Section 134-2(n)(3) of the City Code pertaining to Obstruction of view or driving mechanism – hazardous situation.

Sec. 134-2(n)(3).

~~(n) Obstruction of view or driving mechanism—Hazardous situation. Subsection 201(3) of the Model Traffic Code is amended to read as follows:~~

~~(3) A person shall not drive a motor vehicle equipped with a video display visible to the driver while the motor vehicle is in motion. This subsection (3) does not prohibit the usage of a computer, data terminal, or safety equipment in a motor vehicle so long as the computer, data terminal, or safety equipment is not used to display visual entertainment, including internet browsing, social media, and e-mail, to the driver while the motor vehicle is in motion.~~

Section 3. The City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Sec. 134-8. Compulsory insurance; penalty

(a) No owner of a motor vehicle required to be registered in the state or any low power scooter shall operate the vehicle or permit it to be operated on the public streets of the city when he or she has failed to have a complying policy or certificate of self-insurance in full force and effect as required by law.

(b) No person shall operate a motor vehicle or low power scooter on the public streets of the city without a complying policy or certificate of self-insurance in full force and effect as required by law.

(c) Anywhere within this municipality when an accident occurs or when requested to do so following any lawful traffic contact or during any traffic investigation by a police officer, no owner or operator of a motor vehicle or low power scooter shall fail to immediately present to the requesting officer evidence of a complying policy or certificate of self-insurance in full force and effect as required by law. It shall be an affirmative defense to charges brought under subsection (c) of this section that:

(1) The accident and lawful traffic contact occurred exclusively on private property owned and controlled by the individual; or

(2) All of the following conditions existed:

a. The accident and lawful traffic contact occurred exclusively on private property; and,

b. The vehicle for which the request was made was not licensed to be driven on any street or highway; and,

c. The vehicle was not intended to be driven upon the streets or highways of the City of Aurora at any time.

(3) As used in this section, “evidence of a complying policy or certificate of self-insurance in full force and effect” includes the presentation of such a policy or certificate upon a cell phone or other electronic device.

a. If an operator of a motor vehicle or low-power scooter uses a cell phone or other electronic device to present evidence of a complying policy or certificate of self-insurance in full force and effect, as described in this subsection (3):

I. The law enforcement officer to whom the operator presents the device shall not explore the contents of the cell phone or other electronic device other than to examine the operator's policy or certificate of self-insurance; and

II. The law enforcement officer to whom the operator presents the device and any law enforcement agency that employs the officer are immune for any civil damages resulting from the officer dropping or otherwise unintentionally damaging the cell phone or other electronic device.

(d) *Penalty.*

(1) Any person who enters a plea of guilty, no contest or is convicted at trial of violating any provision of this section shall be punished by a fine of not less than \$500.00 or more than \$1,000.00 and, in addition, the court may impose imprisonment for not more than one year. The court may suspend up to one-half of the fine upon a showing that appropriate insurance as required by law has been obtained. Nothing in this subsection shall be construed to prevent the court from imposing a fine greater than the minimum mandatory fine.

(2) Any person who enters a plea of guilty, no contest or is convicted at trial of violating any provision of this section within a period of five years following a prior entry of a plea of guilty, no contest, or conviction at trial of a violation of this section, or C.R.S. § 42-4-1409(1), (2), or (3) shall be punished by a fine of not less than \$1,000.00, and in addition, the court may impose imprisonment for not more than one year. The court may suspend up to one-half of the fine upon a showing that appropriate insurance as required by law has been obtained.

(3) In addition to the penalties prescribed in subsections (d)(1) and (2) of this section, any person who enters a plea of guilty, no contest, or is convicted at trial of violating any provision of this section may be sentenced to perform community service.

(e) Testimony of the failure of any owner or operator of a motor vehicle to present immediate evidence of a complying policy or certificate of self-insurance in full force and effect when requested to do so by a peace officer shall constitute prima facie evidence, at a trial concerning a violation charged under subsections (a) or (b) of this section that such owner or operator of a motor vehicle violated subsection (a) or (b) of this section.

(f) No person charged with violating subsection (a) or (b) of this section shall be convicted if that person produces, in court, a bona fide complying policy or certificate of self-insurance which was in full force and effect at the time of the alleged violation, as evidenced by a letter from the insurance company or other insurer, dated after the date of the alleged violation, which states that such insurance was in full force and effect on the date of the alleged violation. The submission of fraudulent insurance documents or the letter/confirmation referred to in this subsection shall constitute a violation of section 94-381 of this Code.

(g) When a defendant is charged with violating subsection (c) of this section the city attorney may, at his or her discretion, request that such charge be dismissed in the event the defendant

produces the documents described in subsection (f) of this section. The court may assess against any defendant who is charged with violating subsection (c) of this section, which charge is dismissed upon motion of the city attorney as a result of the defendant's production of the documents described in subsection (f) of this section, reasonable costs not to exceed \$30.00.

(h) The clerk of the court shall forward to the executive director of the department of revenue a certified record of any conviction under this section.

(i) It shall be unlawful for any person to present an invalid, altered, or counterfeit letter or insurance identification card from an insurer or agent for the purpose of providing evidence of a complying policy or certificate of self-insurance required by this section. Any person convicted of a violation of this subsection shall be punished by a fine of not less than \$500.00. If such conviction is said person's second or subsequent offense, the fine shall be **not less** \$1,000.00.

(j) It shall be an affirmative defense to a violation of subsection (i) of this section that the person did not know or could not have known that the presented document was invalid, altered, or counterfeit.

Section 4. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

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

Section 6. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this ____ day of _____, 2024.

PASSED AND ORDERED PUBLISHED this ____ day of _____, 2024.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Andrea Wood 

ANDREA WOOD, Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

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

COUNCIL MEETING DATES:

Study Session: 12/2/2024

Regular Meeting: 12/16/2024

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

Item requires a Public Hearing: ☒ Yes ☐ No

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

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

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

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Planning & Economic Development

Policy Committee Date: 11/13/2024

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☐ Minutes Attached

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

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

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

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

FISCAL IMPACT

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

- ☐ Revenue Impact ☐ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☒ No Fiscal Impact

REVENUE IMPACT

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

N/A

BUDGETED EXPENDITURE IMPACT

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A normal workload

QUESTIONS FOR COUNCIL

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

LEGAL COMMENTS

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

City of Aurora, Colorado

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

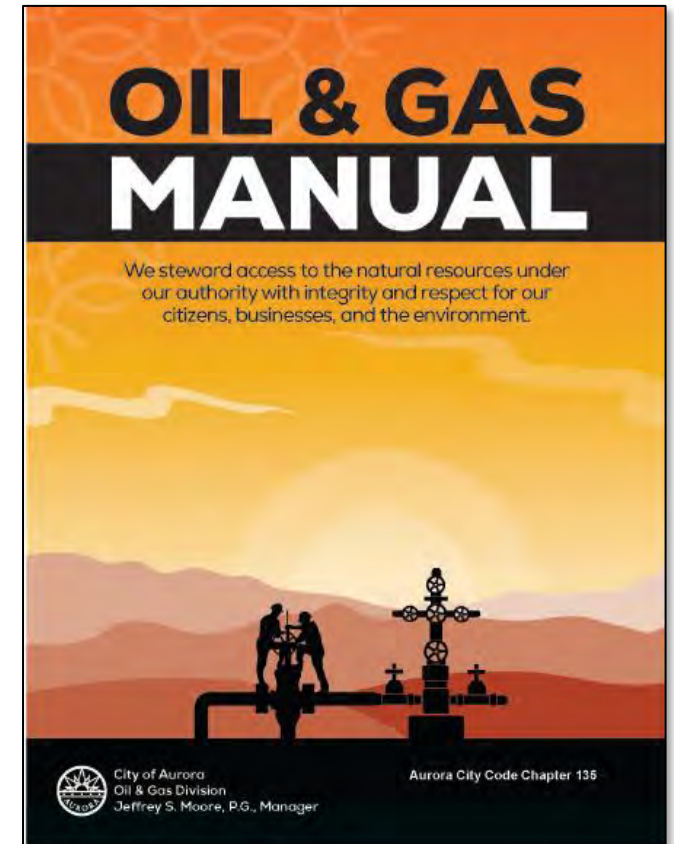


Jeffrey S. Moore, P.G.
Manager
Energy & Environment Division

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

History

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



Name Changes

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



Update of associated definitions

Clarifications

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



Alignment with Public Works

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



Alignment with Public Works

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



Alignment with Public Works

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



Alignment with Public Works

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



 **Thank you!**



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

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ORDINANCE NO. 2024- ____

A BILL

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

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

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

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

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

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

(a) *Scope and objective.*

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

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

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

(2) *Aurora City Code.*

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

1. Authority is delegated to the ~~Oil and Gas~~ **Energy and Environment** division for the administration of oil and gas operations within the city. The oil and gas manager shall be immediately responsible to the city manager or the city manager's designee for the effective administration of the ~~Oil and Gas~~ **Energy and Environment** division.

2. It shall be the duty of the oil and gas manager to administer this Oil and Gas Manual to facilitate the proper oversight of all oil and gas operations within the City of Aurora. City council shall approve and adopt the Oil and Gas Manual.

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

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

(1) *Minimum requirements.* This Oil and Gas Manual shall be regarded as the minimum requirements needed for the protection of public health, safety, welfare, the environment, and wildlife.

(2) *Existing permits.* This Oil and Gas Manual shall not abrogate or annul any permit issued before its effective date, any construction plans approved before its effective date, or any site plans that have been recommended for approval by the city's planning and zoning commission before the effective date of the Oil and Gas Manual. Any expansion of facilities or proposed alteration of permitted activities shall be subject to review by the ~~Oil and Gas~~ **Energy and Environment** division to determine the most appropriate method of processing the request, subject to the most recent version of the Oil and Gas Manual.

(3) *Headings.* The descriptive headings of the sections of this Oil and Gas Manual are inserted for convenience only and shall not control or affect the meaning or construction of any regulations herein.

(4) *Severability.* If a court of competent jurisdiction declares any part of this Oil and Gas Manual to be invalid, that ruling shall not affect any other provisions of this Oil and Gas Manual not specifically included in that ruling. More specifically, if any requirement of this Oil and Gas Manual is declared to be invalid, this Oil and Gas Manual shall be interpreted to

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

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

(1) *Abbreviations.*

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

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

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

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

(2) *Definition of terms.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Crude oil. See *Oil*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Oil and gas well. See *Well*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

State means the state of Colorado.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) *Pre-application meeting.*

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

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

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

(15) *Public hearing.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(f) *Variance requests.*

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

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

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

(3) *Variance request steps.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) *Anchoring.*

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

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

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

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

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

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

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

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

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

(4) *Wellbore integrity and aquifer protection.*

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

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

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

(5) *Temporary use of tanks.*

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

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

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

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

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

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

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

hereby amended to read as follows:

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

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

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

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

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

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

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

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

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

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

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

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

(g) *Cultural and historical resource protection.*

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

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

(o) *Reclamation.*

- (1) *Interim reclamation.* Operator must submit an oil and gas location interim reclamation plan to the city with each OGP application.
- (2) *Final reclamation plan.* Operator must submit a final oil and gas location reclamation plan to the city concurrently with the submission of the ~~COGCC~~ **ECMC** application to plug and abandon the last well at the oil and gas location.
- (3) *Decommissioning of flowlines and crude oil transfer lines.* Once the non-water pipelines are no longer in use, they shall be properly abandoned as required by applicable ~~COGCC~~ **ECMC**, PUC or PHMSA rules and regulations. (Ord. No. 2021-15, § 6, 6-14-2021)

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

is hereby amended to read as follows:

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

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

(b) *Other notifications.*

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

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

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

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

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

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

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

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

(d) *Incidents/spills.*

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

(2) *Spills.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) *Variance requests.*

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

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

(3) *Variance request steps.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) *Chemical and disclosure storage.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Email: oil&gas@auroragov.org

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

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

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

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

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

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

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

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

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

(4) Once the pipelines are no longer in use, they shall be properly abandoned as required by applicable ~~COGCC~~ **ECMC**, PUC or PHMSA rules. All pipelines installed greater than 50 years ago shall be properly abandoned or recertified by a third party, and the certification shall be provided to the city.

Section 61. That section 135-90(a)(4) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

(4) *Inspection results.* The city shall provide the operator with the results of any inspection within three business days of the inspection. Additionally, the city reserves the right to contact the appropriate ~~COGCC~~ **ECMC**, CDPHE, PUC, or PHMSA area inspector if noncompliance issues related to state laws, rules, or regulations are identified as a result of field inspections or if noncompliance issues are not resolved expediently. The operator will be notified first, prior to any further notification. Operator shall promptly address any compliance issues noted by the city staff.

Section 62. That section 135-91(a)(2) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

(2) Compliance with all regulations will be overseen by the ~~oil and gas~~ **Energy and Environment** division and its appointed inspectors. Compliance may also be determined from objective emissions records, evidence of spills, or other incidents.

Section 63. Severability. The provisions of this Ordinance are hereby declared to be severable. If any Section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such Section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 64. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 65. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this ____ day of _____, 2024.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2024.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Dave Scott, Asst. City Attorney
DAVE SCOTT, Assistant City Attorney

RLA

MEMO

TO: MAYOR COFFMAN AND MEMBERS OF THE AURORA CITY COUNCIL

FROM: BRAD PIERCE, CHAIR OIL AND GAS ADVISORY COMMITTEE

SUBJECT: OIL AND GAS ADVISORY COMMITTEE COMMENTS ON MINOR UPDATES TO THE OIL AND GAS MANUAL

DATE: NOVEMBER 13, 2024

Dear Mayor Coffman and Members of the Aurora City Council:

I am pleased to provide comments from the Oil & Gas Advisory Committee on minor updates to the Oil & Gas Manual.

At our September 18, 2024 Oil & Gas Advisory Committee meeting Jeffrey Moore presented minor updates to the Oil & Gas Manual.

Generally the minor updates consist of the following:

- Name changes for the
 - o Colorado Oil & Gas Conservation Commission (COGCC) to Colorado Energy & Carbon Management Commission (ECMC)
 - o Aurora Oil & Gas Division to Aurora Energy & Environment Division
 - o Planning Department to the Planning & Business Development Department
 - o Buckley Air Force Base to the Buckley Space Force Base
- Some approval authority (i.e. Administrative Decisions) now goes to the Planning Director instead of the Energy & Environment Division Manager
- Alignment with Public Works pertaining to Civil Pre-Acceptance Review process and Civil Plans Submittal Package, Civil Plans prepared for Oil and Gas Midstream Locations and Facilities

We voted unanimously to recommend to City Council to adopt the minor changes to the Oil & Gas Manual

Please contact me with any questions.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Brad Pierce". The signature is written in a cursive style with a large, stylized "P" at the end.

Brad Pierce
Chair, Oil & Gas Advisory Committee



CITY OF AURORA

Council Agenda Commentary

Item Title: Tower Church Rezone – Zoning Map Amendment
Item Initiator: Stacy Wasinger, Senior Planner, Planning and Business Development
Staff Source/Legal Source: Stacy Wasinger, Senior Planner, Planning and Business Development / Lena McClelland, Assistant City Attorney
Outside Speaker: Ruben Esqueda, Blue Ridge Atlantic Development (applicant)
Council Goal: 2012: 4.0--Create a superior quality of life for residents making the city a desirable place to live and work

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 1/13/2025

2nd Regular Meeting (if applicable): 1/27/2025

Item requires a Public Hearing: ☒ Yes ☐ No

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

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

2025-01 A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FOR A ZONING MAP AMENDMENT TO REZONE 4.285 ACRES OF LAND TO MEDIUMDENSITY MULTI-FAMILY DISTRICT (R-3), LOCATED AT THE NORTHWEST CORNER OF EAST 22ND PLACE AND CATHAY STREET (TOWER CHURCH REZONE)

Stacy Wasinger, Senior Planner, Planning and Business Development / Lena McClelland, Assistant City Attorney

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Planning and Zoning Commission

Policy Committee Date: 12/11/2024

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

- | | |
|---|--|
| ☒ Recommends Approval | ☐ Does Not Recommend Approval |
| ☐ Forwarded Without Recommendation | ☐ Minutes Not Available |
| ☒ Minutes Attached | |

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

The Planning and Zoning Commission heard the applicant's request for a Zoning Map Amendment in a public hearing on December 11, 2024 and voted unanimously (5-0) to recommend approval to City Council. The Planning Commission Meeting Summary is attached (see Exhibit E) and this details the discussion and Planning Commission action on this item

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

The applicant Edson Ibanez, on behalf of the property owner Living Tower Free Methodist Church, is requesting a zone change for approximately 4.285 acres from I-1 (Business/Tech District) to R-3 (Medium-Density Multifamily District). The 2018 Aurora Places Comprehensive Plan designated this area as the Established Neighborhood placetype. The property currently contains a religious institutional use, owned by Living Tower Free Methodist Church. Approximately two-thirds of the site is vacant, both east and west of the existing structure. A zone change to allow residential at this site is requested to facilitate an affordable housing development for seniors in coordination with Blue Ridge Atlantic Development. The existing church would remain and the senior housing serving households making 30-80% Area Medium Income (AMI) would be constructed on the east side of the site. The west side of the site is not currently being considered for development, but is part of this rezone application. The applicant intends to pursue Low-Income Housing Tax Credits (LIHTC) from the Colorado Housing Finance Authority (CHFA) in February 2025. After funding is obtained, a Subdivision Plat and Site Plan will be submitted for review. The concept plan submitted with the rezone application is not being reviewed or approved with this process. Per the applicant's narrative (Exhibit B) *"The vision for this site is to create an inclusive senior housing – find a home that nurtures a sense of belonging, community, and access to the amenities and resources needed to achieve their best quality of life. The mix of onsite amenities will intentionally support seniors with one-bedroom and two bedrooms units. Seniors will enjoy a passive courtyard, outdoor gardens, and gathering spaces for social engagement and wellness programming."*

The 2018 Aurora Places Comprehensive Plan designated this area as the Established Neighborhood placetype. The Established Neighborhood placetype is consistent with the existing religious institution use, and compatible with the proposed multi-family residential zoning. The R-3 zone would be more compatible with the placetype than the I-1 zone as it would permit the primary and secondary land uses, in general. Additionally, the site can serve as a transition from the other I-1 zoned properties to the north and west, which are in the Industry Hub placetype.

The Planning and Zoning Commission recommends approval of the proposed Zoning Map Amendment because it complies with the criteria for approval found in Section 1465.4.1.C.a:

- The applicant has demonstrated that the proposed zone change is consistent with the Comprehensive Plan and Established Neighborhood placetype, and will comply with all applicable standards in the UDO;
- Future development will be consistent with the R-3 zone and compatible with the surrounding development;
- Any adverse impacts of future development, including traffic, can be mitigated; and
- The proposed zone change will not dislocate any residents or create adverse impacts that cannot be mitigated.

FISCAL IMPACT

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

- | | | |
|--|--|--|
| ☐ Revenue Impact | ☐ Budgeted Expenditure Impact | ☐ Non-Budgeted Expenditure Impact |
| ☐ Workload Impact | ☒ No Fiscal Impact | |

REVENUE IMPACT

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

N/A

BUDGETED EXPENDITURE IMPACT

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

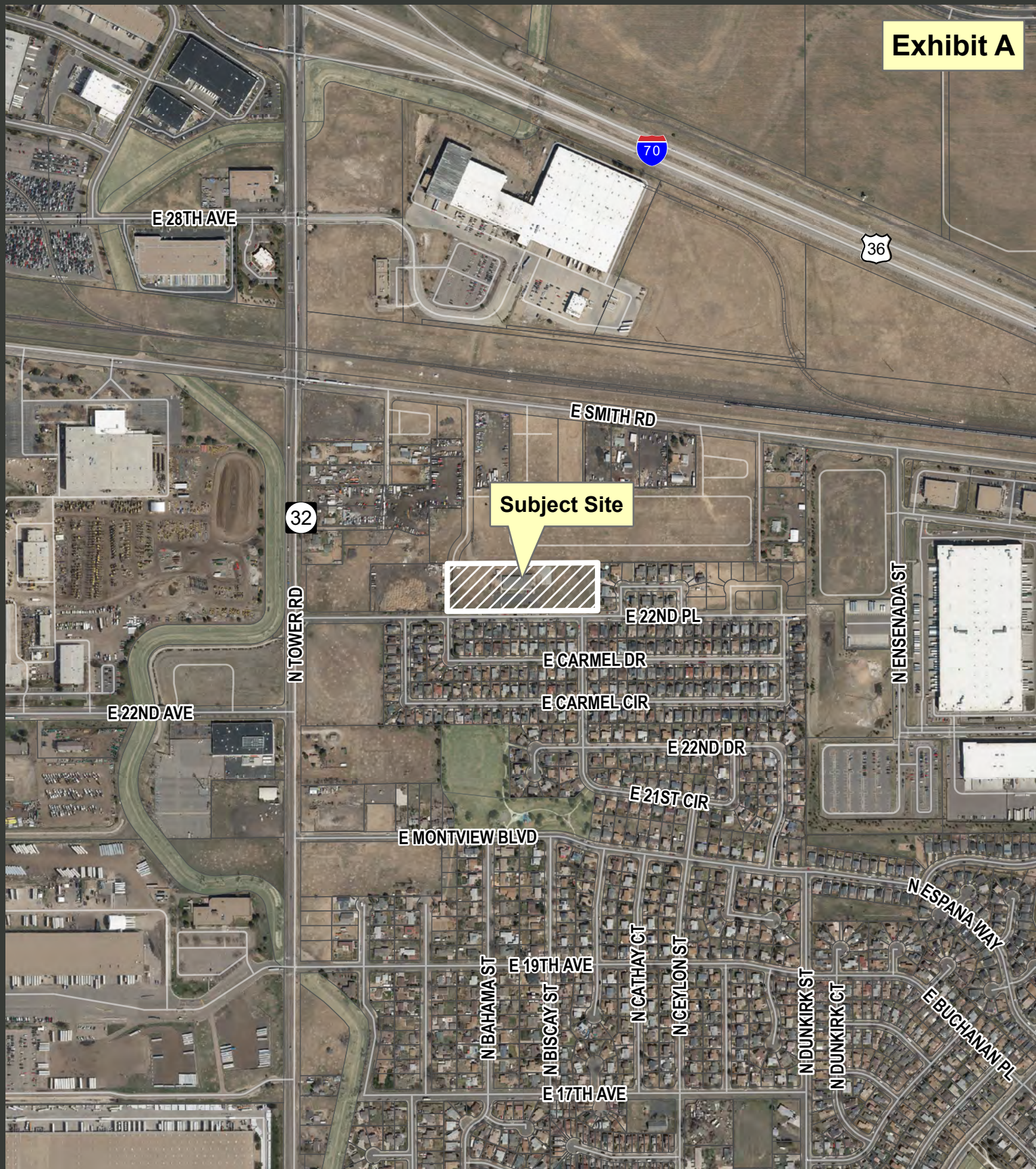
N/A

QUESTIONS FOR COUNCIL

Does the City Council wish to approve the ordinance to amend the city of Aurora zoning map?

LEGAL COMMENTS

The City Council is the governing body of the City and has the authority to approve the Official Zoning Map and amendments to that map. (UDO §146-5.1.1.B)
The City Council shall conduct a public hearing on the application. (UDO §146-5.4.1.C.2.c)
Changes to the Zoning Map for individual parcels shall only be approved if City Council finds that the change to the Zoning Map is required because of changed conditions or circumstances on the property or the surrounding area and (a) the applicant has demonstrated that the proposed rezoning is consistent with the spirit and intent of the Comprehensive Plan, the other policies and plans adopted by the City Council, and with the purpose statement of the proposed new zone district(s); (b) the applicant has demonstrated that the size, scale, height, density, and multi-modal traffic impacts of the proposed rezoning are compatible with surrounding development or can be made compatible through approval conditions; and (c) the application demonstrates that the change in zoning will not create significant dislocations of tenants or occupants of the property, or that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by approval of the application. (UDO §146-5.4.1.C.3.a.ii) (McClelland)



Planning and
Business Development

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

Miles
0 0.05 0.1

City of Aurora, Colorado

Tower Church Rezone Zoning Map Amendment



Case Number: 1987-2016-02
Development Application: #1049-08

11/18/24

Stacy Wasinger, Senior Planner
City of Aurora Planning & Development Services
15151 E. Alameda Parkway, #2300
Aurora, CO 80012

RE: 18821 E 22nd Place Letter of Introduction for Rezoning Request

On behalf of Living Tower Free Methodist and Blue Ridge Atlantic Development, we are pleased to submit this zone map amendment for an approximately 4.285-acre site (see Exhibit A) at 18821 E 22nd Place in Aurora, Colorado. The site is currently zoned I-1 Business/Tech District, and we are seeking a zoning map amendment to R-3 to keep the existing church and build senior affordable housing on the eastern portion of the site which will serve folks who earn between 30%-80% of the area median income (AMI).

This zone map amendment will enable a future Senior affordable housing development that is seeking Low-Income Housing Tax Credits (LIHTC) from the Colorado Housing Finance Authority (CHFA) in February 2025. To have a competitive CHFA application, the development will need to have the proposed zoning in place. Once the credits are awarded, the development team will move forward with a site plan and subdivision plat application to the city.

The vision for this site is to create an inclusive senior housing – find a home that nurtures a sense of belonging, community, and access to the amenities and resources needed to achieve their best quality of life. The mix of onsite amenities will intentionally support seniors with one-bedroom and two bedrooms units. Seniors will enjoy a passive courtyard, outdoor gardens, and gathering spaces for social engagement and wellness programming.

According to the Aurora Places Comprehensive Plan, the site is identified as Established Neighborhood Place type (p.25) which is characterized by predominately residential areas of various densities (including multifamily residential) (p. 40). This zone map amendment conforms with the Established Neighborhood Place type.

This request furthers the Community Principles (p.87) articulated in the Aurora Places Comprehensive Plan through the following:

- **A Strong Economy.** This development will allow seniors, one of our most vulnerable residents by providing affordable housing, in a infill location.
- **A Diverse and Equitable City.** Providing affordable housing serving senior residents earning between 30%-80% of the AMI results in an inclusive city, by providing a variety of housing options for people with diverse backgrounds, with the opportunity to reside in Aurora and thrive.

Housing for All. According to Aurora Places “The lack of affordable housing options for low-income families, particularly for renters, must be addressed (p. 20).” Furthermore, “Affordable

housing should be located at accessible places such as at transit stations and close to job centers (p. 20).” The land is owned by Living Tower Free Methodist and the future land use will align with their mission, which is to be an affordable housing partner by creating infrastructure for one of our most vulnerable population.

- **A Healthy Community.** This site will provide safe pedestrian circulation with sidewalks that comply with City of Aurora standards.
- **A Thriving Environment.** This future senior affordable housing community will be designed around one central courtyards that provide ample outdoor space for seniors to enjoy, and for future residents to recreate along with passive spaces for contemplation and relaxation.
- **An Authentic Aurora.** This principle states the creation of great places. We believe that this new affordable senior multifamily community will be a great place and improve the lives of residents and provide housing options.

Conformance with Rezoning Criteria (UDO 146-5.4.1.C.3)

This rezoning request substantially complies with the rezoning criteria per UDO 146-5.4.1.C.3 in that the change is required because of changed conditions or circumstances on the property or in the surrounding area.

This changed to R-3 is required because of “changed conditions” as it will allow for housing options that are affordable for seniors. The requested zone change will keep the existing church and build senior affordable housing on the eastern portion of the site which will serve folks who earn between 30%-80% of the area median income (AMI). This zone map amendment will enable a future Senior affordable housing development that is seeking Low-Income Housing Tax Credits (LIHTC) from the Colorado Housing Finance Authority (CHFA).

- a. The applicant has demonstrated that the proposed rezoning is consistent with the spirit and intent of the Comprehensive Plan, with other policies and plans adopted by City Council, and the with the purpose statement of the proposed new zone district:

This zone map amendment request is for an approximately 4.2-acre site located at 18821 E 22nd Place, to be rezoned from I-1 to R-3 to build Senior affordable housing on portions of church property which are underutilized. The church will remain and will be a housing partner for this development. The future development proposal for this site is to develop income-restricted housing for seniors earning between 30%-80% of the area median income (AMI).

The site has access to several RTD bus routes along Tower Road next to 22nd Place which have connections to RTD commuter A rail line.

According to the Aurora Places Comprehensive Plan, the site is identified as Established Neighborhood Place type (p.25) which is characterized by predominately residential areas of various densities (including multifamily residential) (p. 40). This zone map amendment conforms with the Established Neighborhood Place type.

The Aurora Places Comprehensive Plan frequently discusses the need for affordable housing, including:

- High-quality housing options enable people across all socioeconomic levels, cultural practices, and stages of life to establish and manage households (p.2)
- By expanding the types of housing and neighborhoods that Aurora offers, the city can better meet the diverse preferences and needs of residents across the income spectrum (p.10)”
- The majority of renters in Aurora are burdened by high housing costs (p. 10)
- Housing for low-income households is in demand in Aurora. Currently, Aurora has an insufficient number of rental properties that low-income households can afford without experiencing a cost burden (p.11).

The site is in an infill site, where there is existing infrastructure that will adequately serve the site, supporting the redevelopment and reinvestment principle identified in the Aurora Places Comprehensive Plan (p.57). Additionally, rezoning the site will also advance the policies and recommendations provided in the Aurora Housing Strategy, 2020. To accommodate projected employment growth, the city will need to increase the pace of residential development across the price spectrum, which includes affordable rental products. Aurora is growing and is approximately 1,000 units short of housing for new workers (p.2). Aurora is positioned to capture a larger share of workers due to Anschutz Medical Center and Denver International Airport being some of the metro area’s largest employers. With current housing interest rates, homeownership is becoming difficult and expanding the need for affordable rental housing. According to the Aurora Housing Strategy, 2020 “to accommodate projected employment growth, the city will need to increase the pace of residential development across the price spectrum (p.6)” Additionally, “Aurora’s success in attracting residential development has been an important factor in creating income, racial and ethnic and household diversity in the city. As households and their preferences change, so does the need for diverse housing options. There are strong housing demands at all levels on the income spectrum...and a growing desire for dynamic urban neighborhoods (p.8).” While Aurora has historically been one of the most affordable communities for homebuying in the metro area, the ability of renters to attain homeownership has declined significantly in recent years due to the 71% increase in home values, which is twice as much as the increase in renter income and median rent (p.3).

This zoning map amendment will enable the land to develop with affordable housing units for cost-burdened individuals and families earning between 30%-80% of the AMI.

- b. The applicant has demonstrated that the size, scale, height, density, and multi-modal traffic impacts of the proposed rezoning are compatible with surrounding development.

This zone map amendment to R-3 medium-density multifamily conforms to the Established Neighborhood Place type in the Aurora Places Comprehensive Plan. Adjacent properties are zoned I-1 to the north and west, R-3 to the south and R-1 to the east. Adjacent land uses include industrial and single-family housing. The requested zone district aligns with the residential nature of the neighborhood. This zone map amendment will enable the land to develop a new affordable senior housing community. All future development will comply with the Aurora Unified Development Ordinance.

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

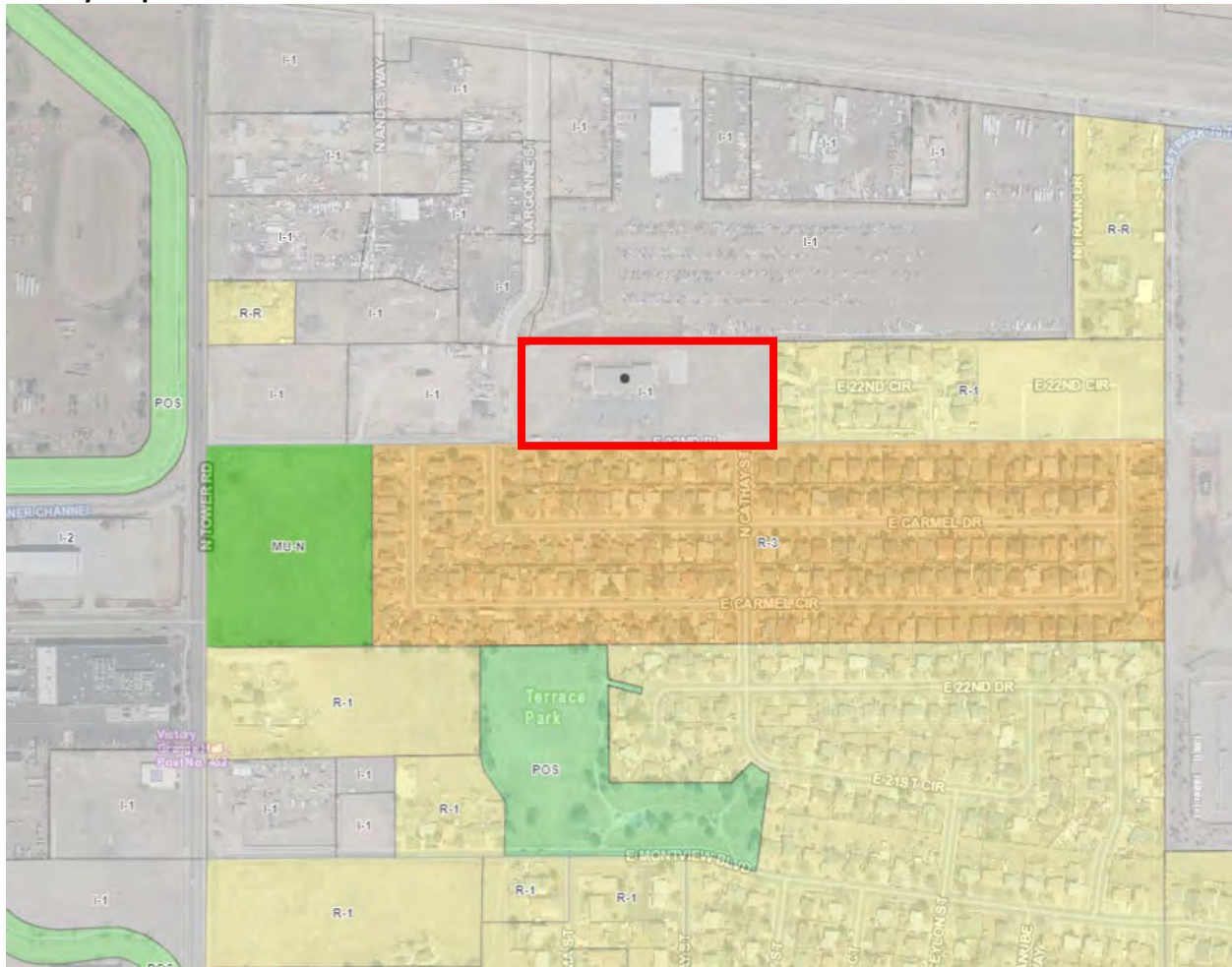
The proposed zone change will not have any dislocation of tenants or adverse impacts on surrounding properties because the use will be compatible. The property is currently occupied by a church, but most of the site is underutilized and vacant; therefore, no dislocation of tenants or occupants is anticipated. The impacts of future development because of this zoning map amendment are compatible with surrounding zoning. We believe that this zone map amendment request complies with the City of Aurora's criteria and furthers the vision set forth in the Aurora Places Comprehensive Plan.

We believe that this zone map amendment request complies with the City of Aurora's criteria and furthers the vision set forth in the Aurora Places Comprehensive Plan.

We greatly appreciate your consideration of our request.

Sincerely,
Edson Ibañez

Vicinity Map



COMMUNITY OUTREACH

Living Tower Free Methodist and Blue Ridge Atlantic Development recognizes the importance of engaging neighbors and community members to understand perspectives and gather feedback. Prior to submittal of the rezoning application, we conducted a public meeting with nearby residents on September 18th. This process included an in-person meeting. There was a total of 15 individuals who attending the meeting. The meeting discussed the rezoning process, project timeline, overall project, and church involvement. On September 16, the applicant team met with Councilman Steve Sunberg to discuss the proposed project, outreach, and LIHTC schedule. A list of the feedback received from the community follows.

On Saturday, November 16, the applicant team went door knocking to the abutting neighbors to the east to discuss any concerns, project schedule, and development plan. Those residents/property owners that did not answer were left with a letter explaining who to contact for questions, comments, or concerns.

Community Support is below:

September 18th, 2024

Dear Aurora City Council and Planning Commission,

We are writing to express our support for the proposed rezoning at 18821 E 22nd Place from I-1 to R-3 to construct senior affordable housing.

This rezoning should be approved for the following reasons:

1. It is consistent with the recommendations in Aurora Places Comprehensive Plan.
2. The rezoning is consistent with the surrounding residential context.
3. The property owner and developer, Living Tower Free Methodist and Blue Ridge Atlantic Development, have done additional community outreach and engagement which reflects community feedback.
4. This rezoning would facilitate the creation of senior affordable housing.

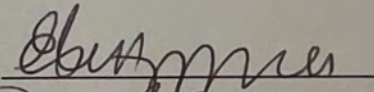
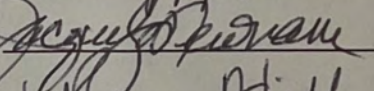
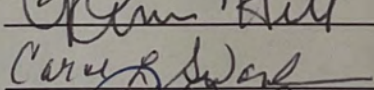
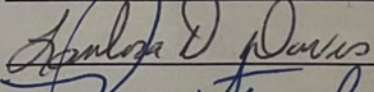
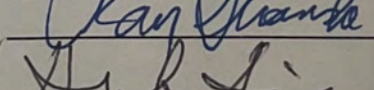
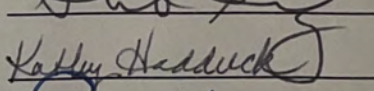
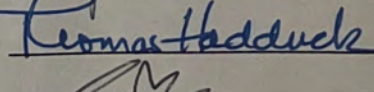
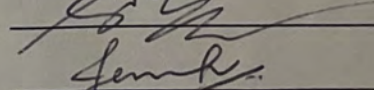
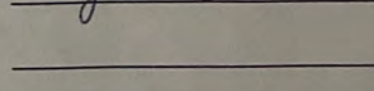
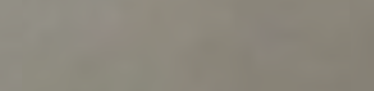
For these reasons, we urge City Council to approve this rezoning application.

Sincerely,

Name

Signature

Address

Ebenezer Appigyei		1225 S. Zeno Cir. Aurora 80011
Jackie Newnam		1612 Biscay Cir Aurora 80011
Larry's Prince Hill		19025 E 22nd Cir. Aurora 80011
Carol Swank		14102 E. Linvale Pl Aurora 80011
LaDora Davis		1700 Andes St - Aurora 80011
Ray Stranske		1660 S. Quivas St. Denver 80227
HECB HIGMAN		17227 Arplay St Aurora Co 80013
KATHY HADDUCK		19775 E. Atlantic Dr., Unit B Aurora Co 80013
Thomas Hadduck		19775 E. Atlantic Dr., Unit B Aurora Co 80013
SURENDRA SURIKARI		4580 S Monaco St, Apt 731 DE 80231
JENNIFER JAYARAJ		4580S MONACO SE, Apt 731 DE 80231

Nov. 30, 2024

Dear Sirs,

As a neighbor of the Living Tower Church Area, I agree with the new land use proposal.

First, it is compatible with the neighboring land use.

Second, it fits with the design of the existing community and a perfect in fill for the vacant lot.

Finally, it will be an all inclusive contribution to the diversity of the neighborhood and communities.

Janell Hetrick

Jackie Newnam

Resident near Living Tower Church
Aurora CO 80011

November 21, 2024

To the Aurora Planning Commission and City Council,

I am writing to support Living Tower Church's rezoning request. As a neighbor and community member, I believe this project to create affordable senior housing will address an important need in our community while enhancing the neighborhood.

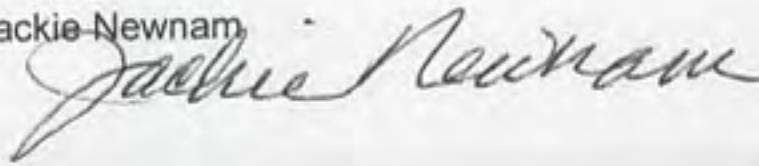
Living Tower Church has been a long-standing pillar of our community, offering consistent support and resources to those in need. Their dedication to serving others makes them well-suited to serve this population.

I urge you to approve their request and support this meaningful initiative.

Thank you for your consideration.

Sincerely,

Jackie Newnam

A handwritten signature in cursive script that reads "Jackie Newnam". The signature is written in dark ink and is positioned below the printed name.

Nov. 24, 2024

To the Aurora Planning Commission and City Council,

I am writing to support Living Tower Church's rezoning request. As a neighbor and community member, I believe this project to create affordable senior housing will address an important need in our community while enhancing the neighborhood.

Living Tower Church has been a long-standing pillar of our community, offering consistent support and resources to those in need. Their dedication to serving others makes them well-suited to serve this population.

I urge you to approve their request and support this meaningful initiative.

Thank you for your consideration.

Sincerely,

Holena D Davis
1700 Andes St
Aurora, Co 80011

Date: 11/23/24

To the Aurora Planning Commission and City Council,

I am writing to support Living Tower Church's rezoning request. As a neighbor and community member, I believe this project to create affordable, senior housing will address an important need in our community while enhancing the neighborhood.

Living Tower Church has been a long-standing pillar of our community, offering consistent support and resources to those in need. Their dedication to serving others makes them well-suited to serve this population.

I urge you to approve their request and support this meaningful initiative.

Thank you for your consideration.

Sincerely,

Barbara Reimers
Barbara Reimers 19063 E 22nd Cir
Aurora CO 80011

Date: 11/23/24

Rene Hill

19025 E 22nd Circle

Aurora, CO 80011

To the Aurora Planning Commission and City Council,

I am writing to support Living Tower Church's rezoning request. As a neighbor and community member, I believe this project to create affordable, senior housing will address an important need in our community while enhancing the neighborhood.

Living Tower Church has been a long-standing pillar of our community, offering consistent support and resources to those in need. Their dedication to serving others makes them well-suited to serve this population.

I urge you to approve their request and support this meaningful initiative.

Thank you for your consideration.

Sincerely,



Date: 11-23, 2024

at Chiang Jones
19053 22nd Circle
Aurora, CO 80011

To the Aurora Planning Commission and City Council,

I am writing to support Living Tower Church's rezoning request. As a neighbor and community member, I believe this project to create affordable, senior housing will address an important need in our community while enhancing the neighborhood.

Living Tower Church has been a long-standing pillar of our community, offering consistent support and resources to those in need. Their dedication to serving others makes them well-suited to serve this population.

I urge you to approve their request and support this meaningful initiative.

Thank you for your consideration.

Sincerely,

Chiang Jones

Date: 23 NOV 2024
Rev. Kenneth N. Jones
19053 E. 22nd Avenue
Aurora, CO 80011

To the Aurora Planning Commission and City Council,

I am writing to support Living Tower Church's rezoning request. As a neighbor and community member, I believe this project to create affordable, senior housing will address an important need in our community while enhancing the neighborhood.

Living Tower Church has been a long-standing pillar of our community, offering consistent support and resources to those in need. Their dedication to serving others makes them well-suited to serve this population.

I urge you to approve their request and support this meaningful initiative.

Thank you for your consideration.

Sincerely,

Rev. Kenneth N. Jones

12-9-24

GUY CLUTTERBUCK
18872 E. CARMEL DR.

To the Aurora Planning Commission and City Council,

I am writing to support Living Tower Church's rezoning request. As a neighbor and community member, I believe this project to create affordable senior housing will address an important need in our community while enhancing the neighborhood.

Living Tower Church has been a long-standing pillar of our community, offering consistent support and resources to those in need. Their dedication to serving others makes them well-suited to serve this population.

I urge you to approve their request and support this meaningful initiative.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script, appearing to read "Guy R. Clutterbuck". The signature is fluid and stylized, with a large, sweeping loop at the end.

Date: 12/8/24

Kim Snyder
Resident near Living Tower Church

To the Aurora Planning Commission and City Council,

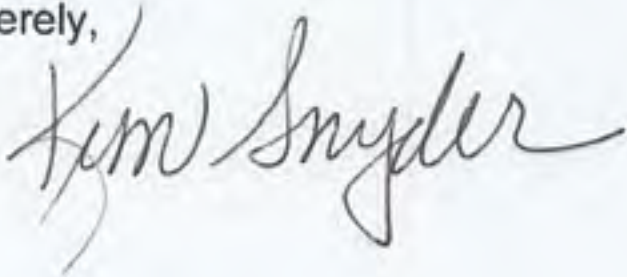
I am writing to support Living Tower Church's rezoning request. As a neighbor and community member, I believe this project to create affordable, senior housing will address an important need in our community while enhancing the neighborhood.

Living Tower Church has been a long-standing pillar of our community, offering consistent support and resources to those in need. Their dedication to serving others makes them well-suited to serve this population.

I urge you to approve their request and support this meaningful initiative.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Kim Snyder". The signature is written in dark ink and is positioned below the word "Sincerely,".

Date: 12-9-24

Viola Clutterbuck
18872 E Carmel Dr
Aurora, CO 80011

To the Aurora Planning Commission and City Council,

I am writing to support Living Tower Church's rezoning request. As a neighbor and community member, I believe this project to create affordable, senior housing will address an important need in our community while enhancing the neighborhood.

Living Tower Church has been a long-standing pillar of our community, offering consistent support and resources to those in need. Their dedication to serving others makes them well-suited to serve this population.

I urge you to approve their request and support this meaningful initiative.

Thank you for your consideration.

Sincerely,

Viola Clutterbuck

18862 East Carmel Dr

12/10/2024

Kiley Gorman

To the Aurora Planning Commission and City Council,

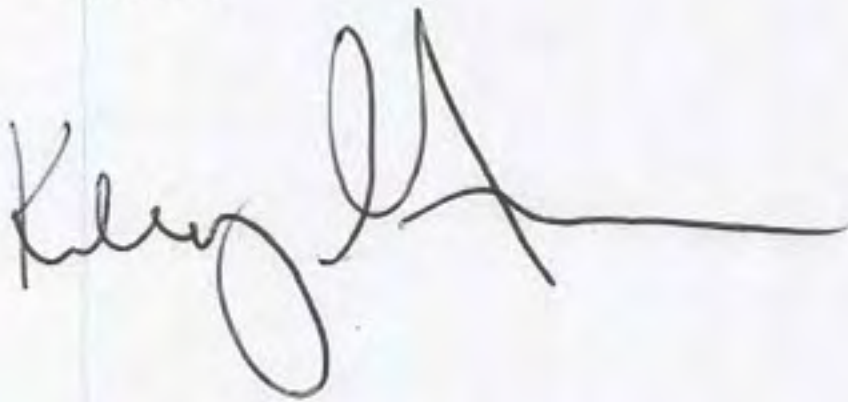
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I urge you to approve their request and support this meaningful initiative.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kiley Gorman', followed by a long horizontal flourish.

12-10-24

Kashala Wright

Resident of Tower Triangle

To the Aurora Planning Commission and City Council,

I am writing to support Living Tower Church's rezoning request. As a neighbor and community member, I believe this project to create affordable senior housing will address an important need in our community while enhancing the neighborhood.

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I urge you to approve their request and support this meaningful initiative.

Thank you for your consideration.

Sincerely,

Kashala Wright

12-10-24

Terry C Johnson
Resident of Tower Triangle

To the Aurora Planning Commission and City Council,

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Living Tower Church has been a long-standing pillar of our community, offering consistent support and resources to those in need. Their dedication to serving others makes them well-suited to serve this population.

I urge you to approve their request and support this meaningful initiative.

Thank you for your consideration.

Sincerely,

Terry C Johnson

Brieona Kay
~~res~~ resident of tower triangle

12/10/24

To the Aurora Planning Commission and City Council,

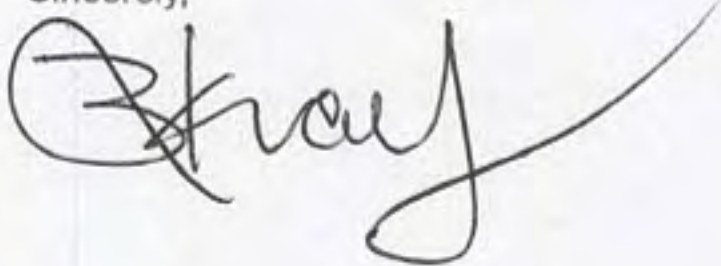
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I urge you to approve their request and support this meaningful initiative.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Brieona Kay", with a large, sweeping flourish extending from the end of the name.

Deborah K. BasteK
18871 E Carmel Dr.
Aurora CO 80011

12/10/24

To the Aurora Planning Commission and City Council,

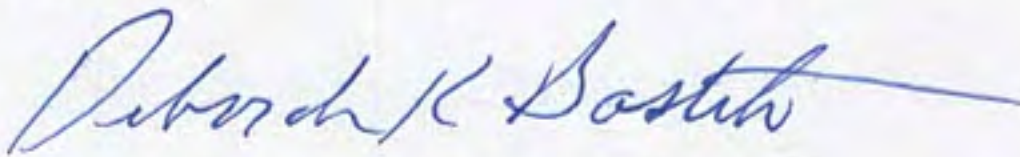
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I urge you to approve their request and support this meaningful initiative.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Deborah K. BasteK". The signature is fluid and cursive, with a long horizontal stroke extending from the end of the name.

18871 E. Carmel Dr.
Aurora, IL 80011

12-10-24

Michael Bastek

To the Aurora Planning Commission and City Council,

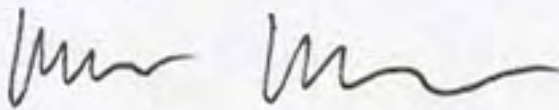
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I urge you to approve their request and support this meaningful initiative.

Thank you for your consideration.

Sincerely,



Arturo Arellano

12-9-24

Resident of Tower Triangle

To the Aurora Planning Commission and City Council,

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I urge you to approve their request and support this meaningful initiative.

Thank you for your consideration.

Sincerely,



12/9/2024

Shelby Arellano Clutterbuck

To the Aurora Planning Commission and City Council,

I am writing to support Living Tower Church's rezoning request. As a neighbor and community member, I believe this project to create affordable senior housing will address an important need in our community while enhancing the neighborhood.

Living Tower Church has been a long-standing pillar of our community, offering consistent support and resources to those in need. Their dedication to serving others makes them well-suited to serve this population.

I urge you to approve their request and support this meaningful initiative.

Thank you for your consideration.

Sincerely,

Resident of Tower Triangle
Shelby Arellano Clutterbuck

12/09/24

Damita Morgan 18964 E. Carmel Dr

To the Aurora Planning Commission and City Council,

I am writing to support Living Tower Church's rezoning request. As a neighbor and community member, I believe this project to create affordable senior housing will address an important need in our community while enhancing the neighborhood.

Living Tower Church has been a long-standing pillar of our community, offering consistent support and resources to those in need. Their dedication to serving others makes them well-suited to serve this population.

I urge you to approve their request and support this meaningful initiative.

Thank you for your consideration.

Sincerely, *Damita Morgan*

12/09/24
James L. Morgan
18964 E. Carmel Dr

To the Aurora Planning Commission and City Council,

I am writing to support Living Tower Church's rezoning request. As a neighbor and community member, I believe this project to create affordable senior housing will address an important need in our community while enhancing the neighborhood.

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I urge you to approve their request and support this meaningful initiative.

Thank you for your consideration.

Sincerely,

James Morgan

From: no-reply@chfainfo.com
To: christine.burbidge@sbclarkinc.com
Subject: The LOI received for Living Tower Senior Living (2025 Letter of Intent Federal 9% and State Tax Credit) has been completed.
Date: Tuesday, November 26, 2024 4:12:48 PM

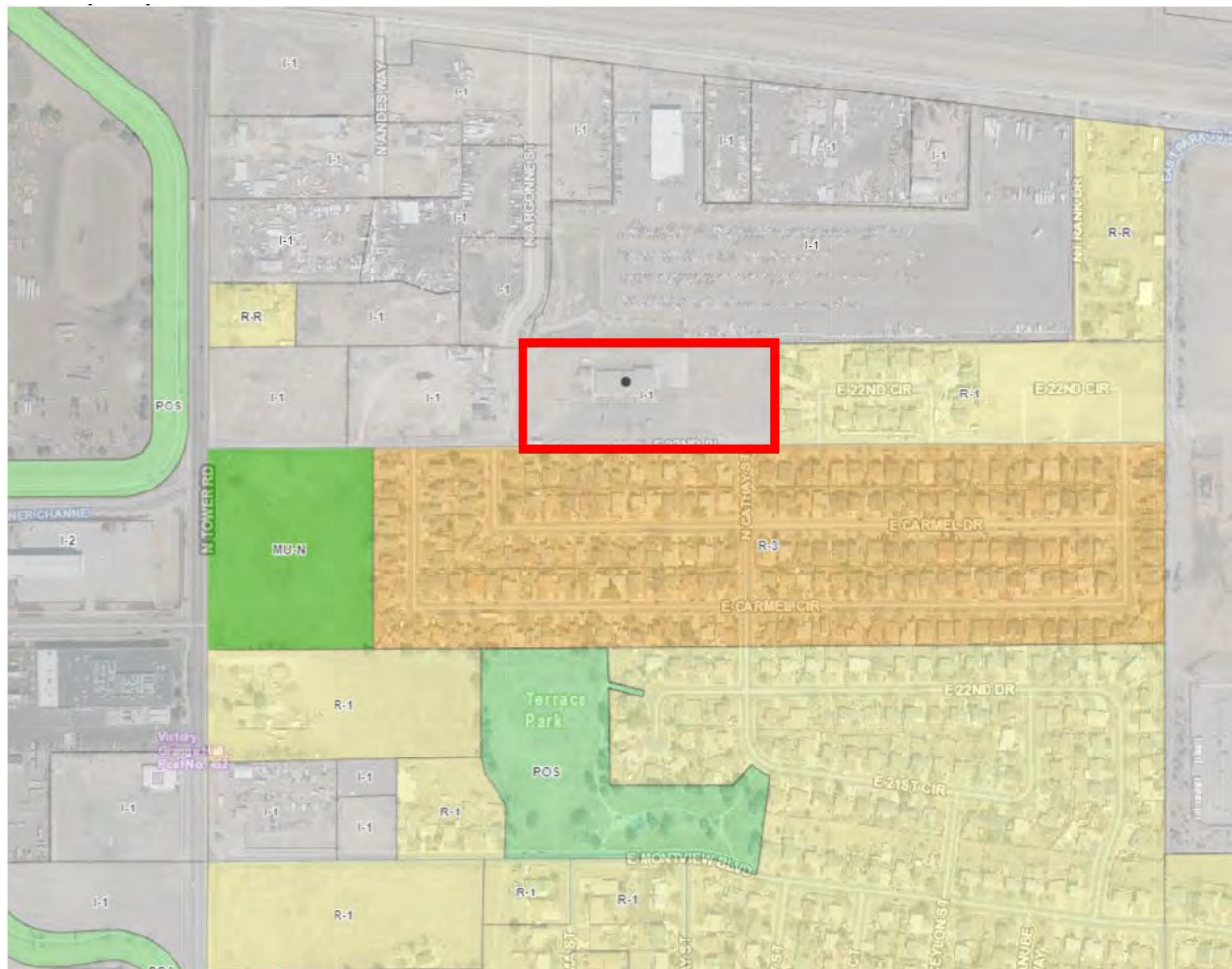
The LOI for Living Tower Senior Living has been processed and marked complete.

Notes from CHFA staff: Thank you for your LOI.

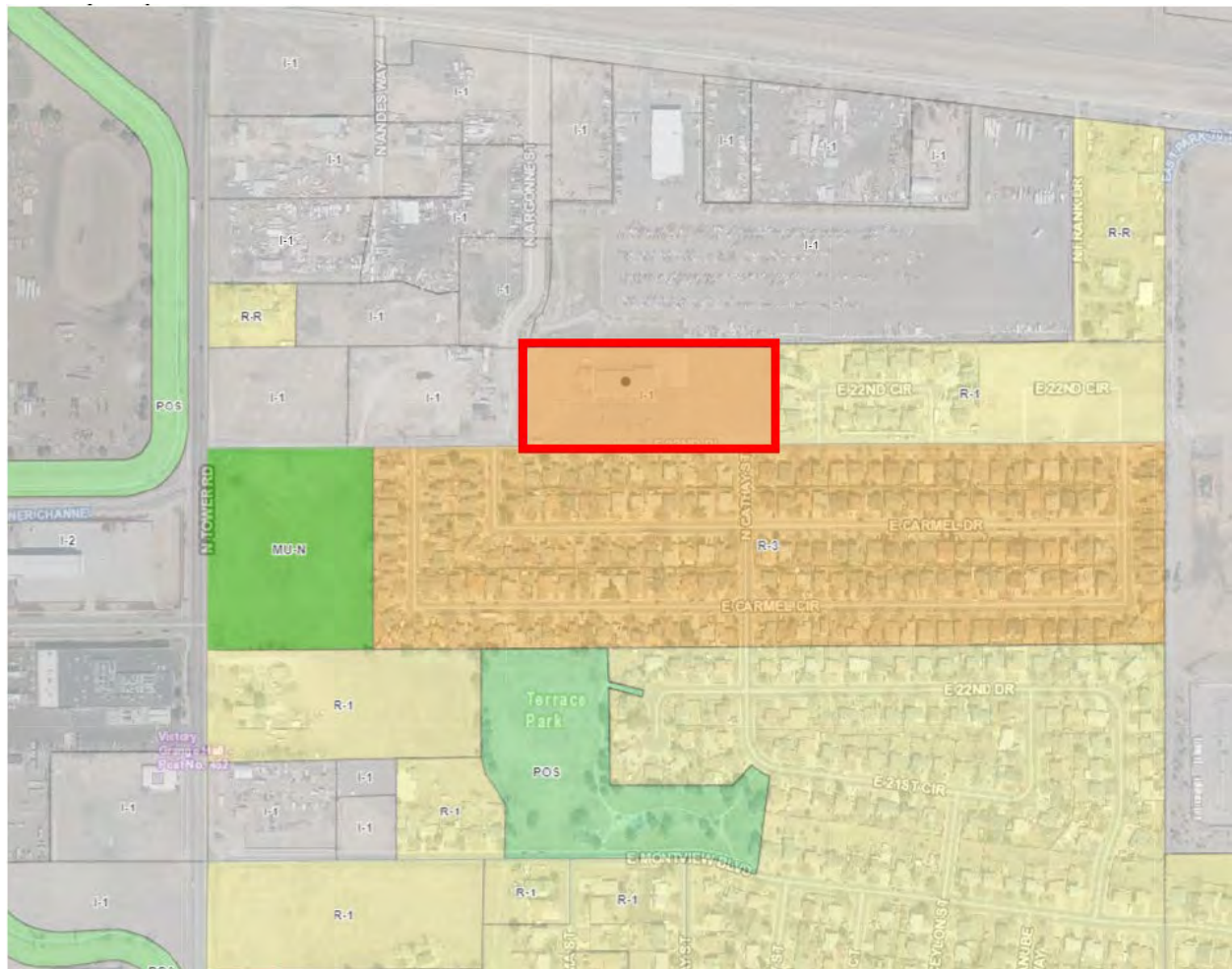
Colorado Housing and Finance Authority (CHFA)
Community Development
800.877.chfa (2432)
www.chfainfo.com/rental-housing/housing-credit

CONFIDENTIALITY. This email and any attachments are confidential, except where the email states it can be disclosed; it may also be privileged. If received in error, please do not disclose the contents to anyone, but notify the sender by return email and delete this email (and any attachments) from your system.

Current Zoning for 18821 E. 22nd Place: Business/Tech District (I-1)



Proposed Zoning for 18821 E. 22nd Place: Medium Density Multi-Family (R-3)



LEGAL DESCRIPTION
EXHIBIT A
SHEET 1 OF 2

LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA COUNTY OF ADAMS, STATE OF COLORADO, ALSO BEING A PORTION OF LANDS DESCRIBED AT RECEPTION NO. 1987020771405, FILED IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

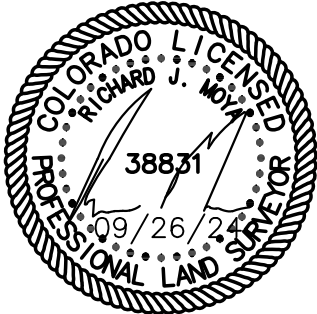
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 34 FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 34 BEARS S00°07'39"W A DISTANCE OF 2648.35 FEET; THENCE S32°33'14"E A DISTANCE OF 1466.76 FEET TO THE NORTHWEST CORNER OF SAID LANDS, SAID POINT BEING THE POINT OF BEGINNING; THENCE N89°37'35"E A DISTANCE OF 762.09 FEET; THENCE S00°07'13"W A DISTANCE OF 245.01 FEET; THENCE S89°37'35"W A DISTANCE OF 762.12 FEET; THENCE N00°07'39"E A DISTANCE OF 245.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 186,717 SQUARE FEET, (4.286 ACRES) MORE OR LESS.

ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

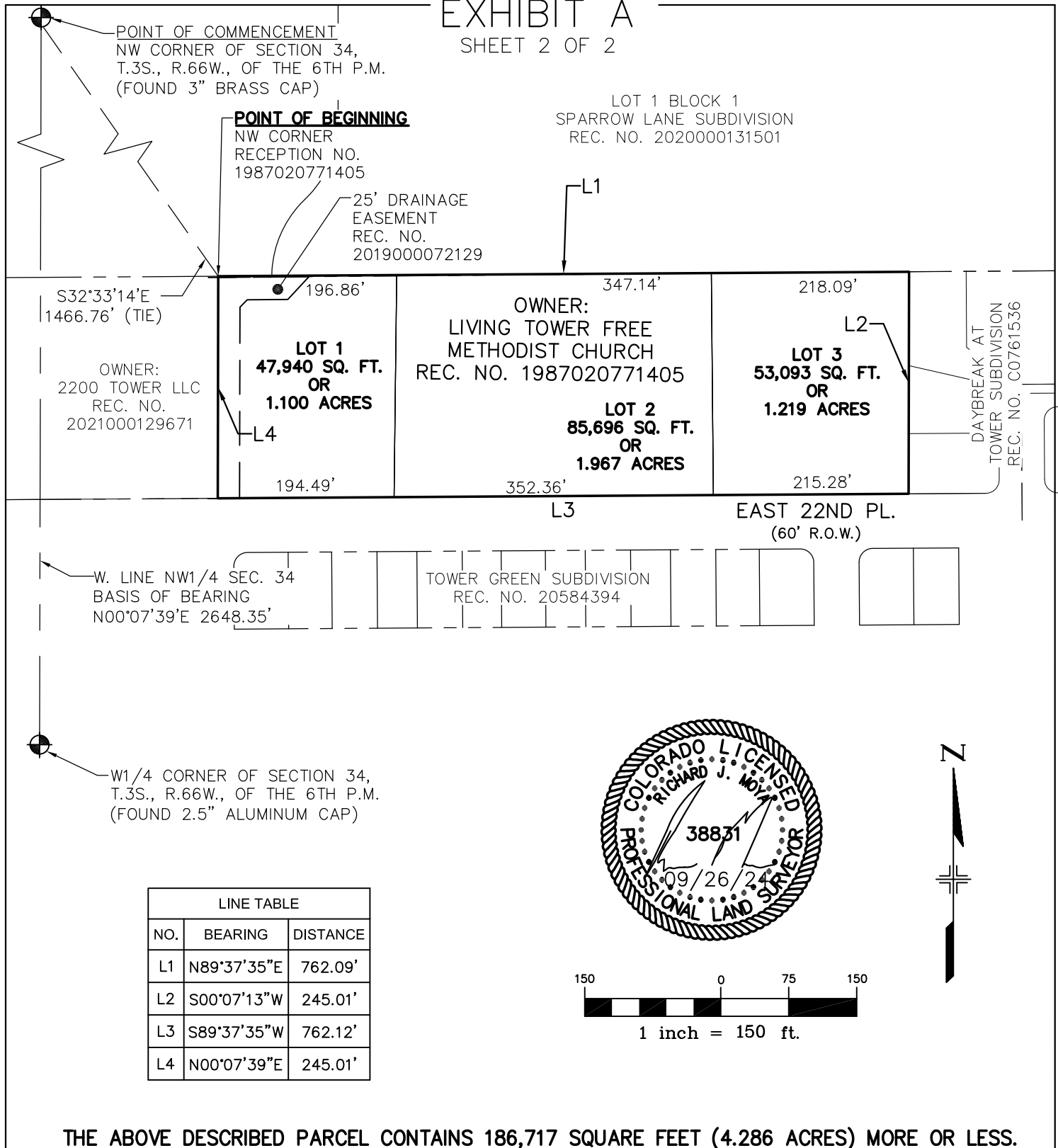
ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.



RICHARD J. MOYA, P.L.S. 38831
FOR AND ON BEHALF OF
PRECISION SURVEY & MAPPING, INC.

ILLUSTRATION FOR
EXHIBIT A
SHEET 2 OF 2



CITY OF AURORA, COLORADO

A PARCEL OF LAND SITUATED IN THE NORTHWEST
QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE
66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF
AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

DRAWN BY: AS	SCALE: 1"=150'	R.O.W. FILE NUMBER
CHECKED BY: RM	DATE: 09-26-24	JOB NUMBER: R13708



**Planning and Zoning Commission
DRAFT MINUTES
December 11, 2024**

8a. TOWER CHURCH REZONE – ZONING MAP AMENDMENT

The applicant Edson Ibanez, on behalf of the property owner Living Tower Free Methodist Church, is requesting a zone change for approximately 4.285 acres from I-1 (Business/Tech District) to R-3 (Medium-Density Multi-family District). A zone change to allow residential at this site is requested to facilitate an affordable housing development for seniors in coordination with Blue Ridge Atlantic Development. The existing church would remain and the senior housing serving households making 30-80% Area Medium Income (AMI) would be constructed on the east side of the site. The west side of the site is not currently being considered for development but is part of this rezoning application. The applicant intends to pursue Low-Income Housing Tax Credits (LIHTC) from the Colorado Housing Finance Authority (CHFA) in February 2025. After funding is obtained, a Subdivision Plat and Site Plan will be submitted for review. The concept plan submitted with the rezoning application is not being reviewed or approved with this process. Per the applicant's narrative (Exhibit B) *"The vision for this site is to create an inclusive senior housing – find a home that nurtures a sense of belonging, community, and access to the amenities and resources needed to achieve their best quality of life. The mix of onsite amenities will intentionally support seniors with one-bedroom and two-bedroom units. Seniors will enjoy a passive courtyard, outdoor gardens, and gathering spaces for social engagement and wellness programming."*

Twenty-five (25) adjacent property owners and eight (8) registered neighborhood organizations were notified of the application. No written comments have been received as of the date of this report. Staff received one phone call from an abutting property owner who expressed concern over a new building blocking views.

A neighborhood meeting was not held specifically for the rezoning application, but the applicant did conduct a meeting on September 18, 2024, prior to the application.

Testimony Given at the Hearing:

Commissioners Banka, Hogan, Jetchick, and Walls visited the site.

Stacy Wasinger, Case Manager, gave a presentation of the item, including the staff recommendation.

Commissioner Banka asked if the product would be for rent or for sale.

Edson Ibanez, Tower Church, 18821 E 22nd Place, Aurora, CO, the applicant responded they would be for rent.

Commission Hogan asked if the applicant plans to own and manage this as a separate arm of the church or if it will be turned over to another entity once it is constructed.

Ruben Esqueda, Blue Ridge Atlantic, 1707 W Northwest Highway, Suite 100, Grapevine, TX, representing the applicant answered that Blue Ridge Atlantic will remain the owner and manager of the property for at least 15 years with the church being an ongoing affiliate of the project. Commissioner Hogan asked if Blue Ridge Atlantic operates other products of this type in the Denver metropolitan area or the state of Colorado.



**Planning and Zoning Commission
DRAFT MINUTES
December 11, 2024**

R Esqueda responded this would be their first project in the State of Colorado but have collaborated with other churches in other areas and have built at least 1,000 units like what will be built here.

Jessica Dominguez, Love Thy Neighbor, 18821 E 22nd Place, Aurora, CO, was available for questions.

Planning Commission Results

AGENDA ITEM 8a – ZONING MAP AMENDMENT

A MOTION WAS MADE BY COMMISSIONER JETCHICK AND SECONDED BY COMMISSIONER BANKA.

RECOMMEND APPROVAL OF THE ZONING MAP AMENDMENT OF 4.285 ACRES FROM BUSINESS/TECH DISTRICT (I-1) TO MEDIUM-DENSITY MULTIFAMILY DISTRICT (R-3) TO CITY COUNCIL BECAUSE THE PROPOSAL COMPLIES WITH THE REQUIREMENTS OF CODE 146-5.4.1.C.3 OF THE UNIFIED DEVELOPMENT ORDINANCE FOR THE FOLLOWING REASONS:

1. THE APPLICANT HAS DEMONSTRATED THAT THE PROPOSED ZONE CHANGE IS CONSISTENT WITH THE COMPREHENSIVE PLAN AND ESTABLISHED NEIGHBORHOOD PLACETYPE, AND WILL COMPLY WITH ALL APPLICABLE STANDARDS IN THE UDO;
2. FUTURE DEVELOPMENT WILL BE CONSISTENT WITH THE R-3 ZONE AND COMPATIBLE WITH THE SURROUNDING DEVELOPMENT;
3. ANY ADVERSE IMPACTS OF FUTURE DEVELOPMENT, INCLUDING TRAFFIC, CAN BE MITIGATED; AND
4. THE PROPOSED ZONE CHANGE WILL NOT DISLOCATE ANY RESIDENTS OR CREATE ADVERSE IMPACTS THAT CANNOT BE MITIGATED.

Further Discussion:

No further discussion occurred.

MOTION PASSED UNANIMOUSLY.

TOWER CHURCH REZONE ZONING MAP AMENDMENT

EXHIBIT F

Project No: DA-1019-08
Public Hearing
City Council Public Hearing
January 13, 2025



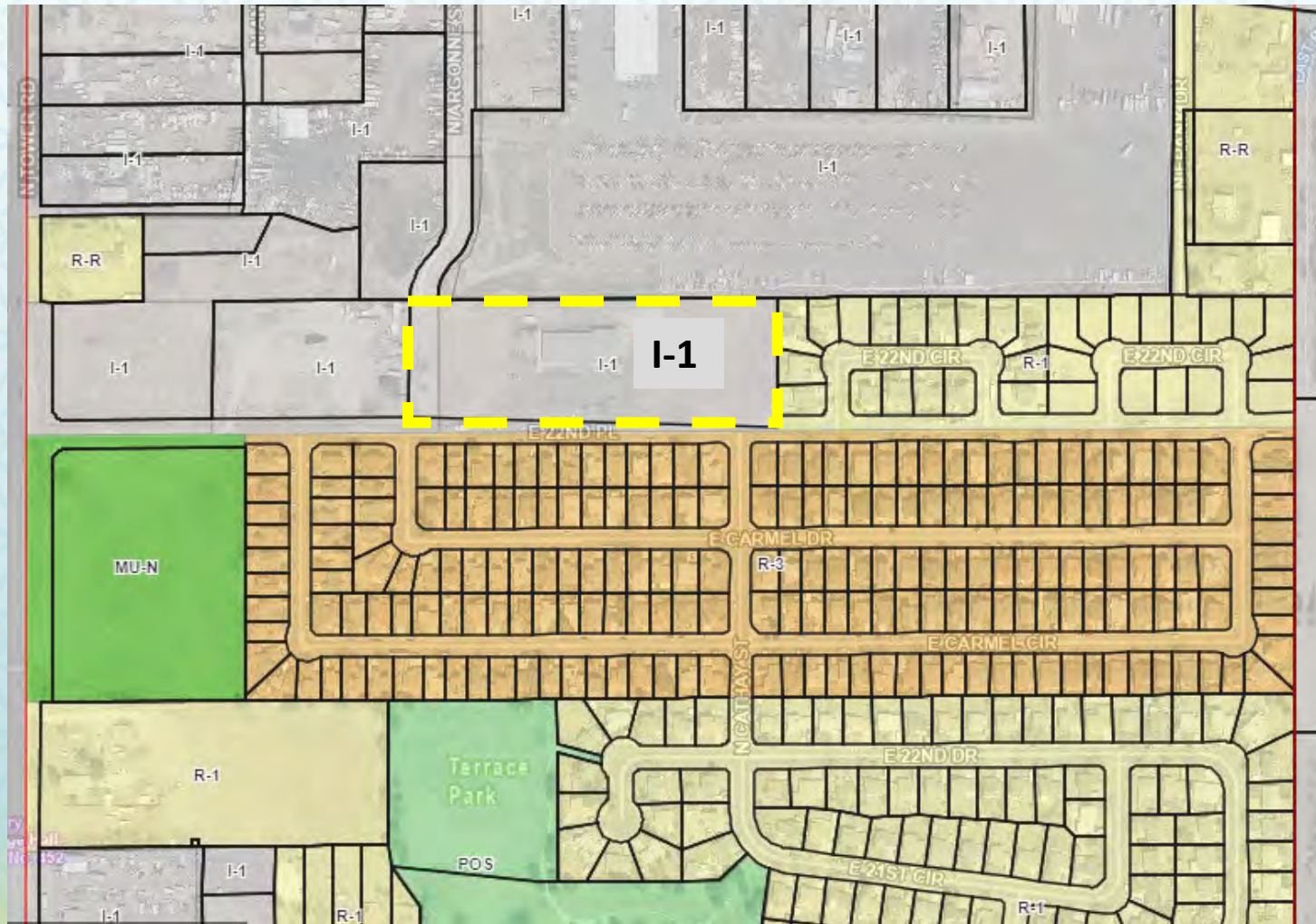
VICINITY MAP

EXHIBIT F



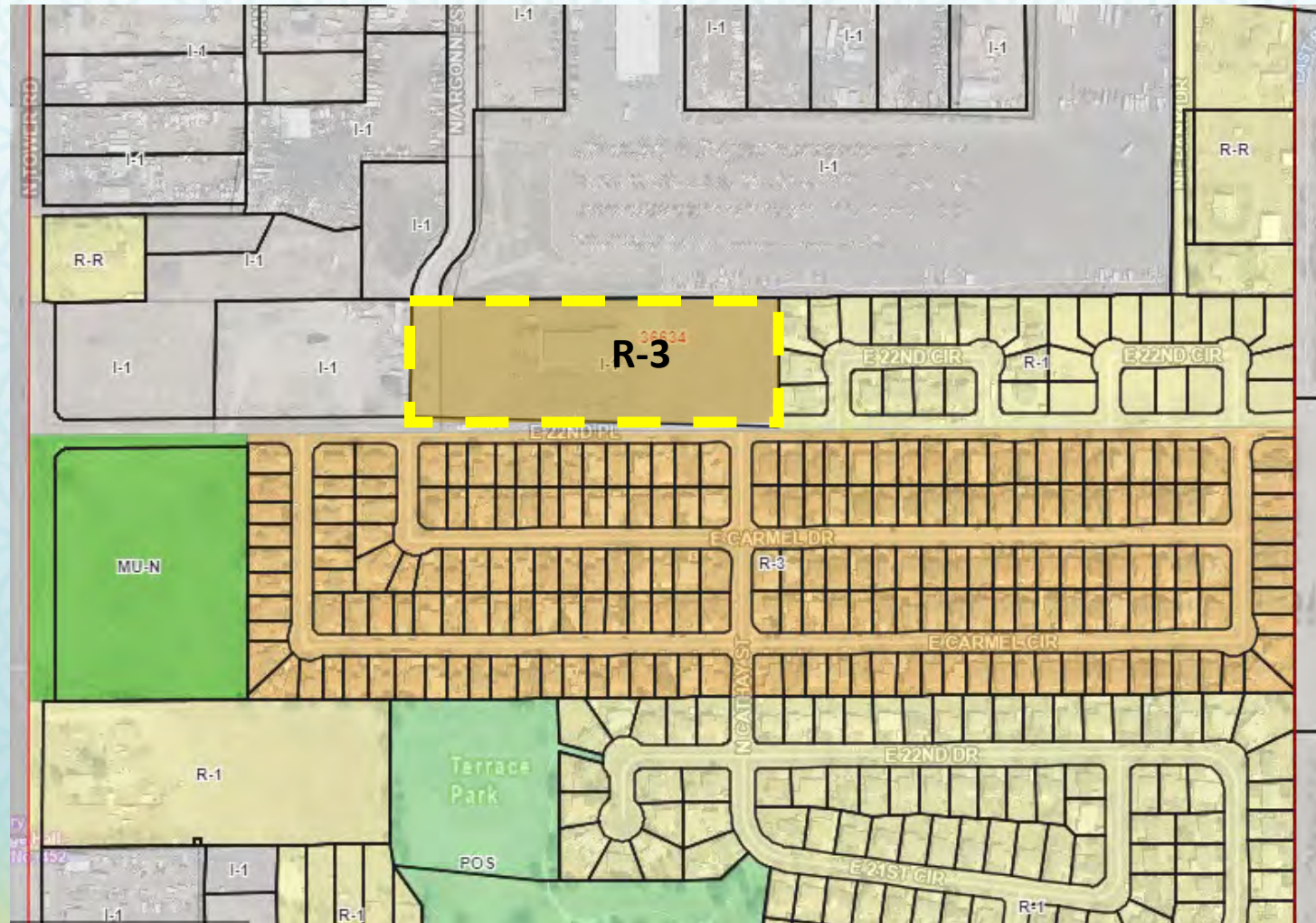
ZONING MAP

EXHIBIT F



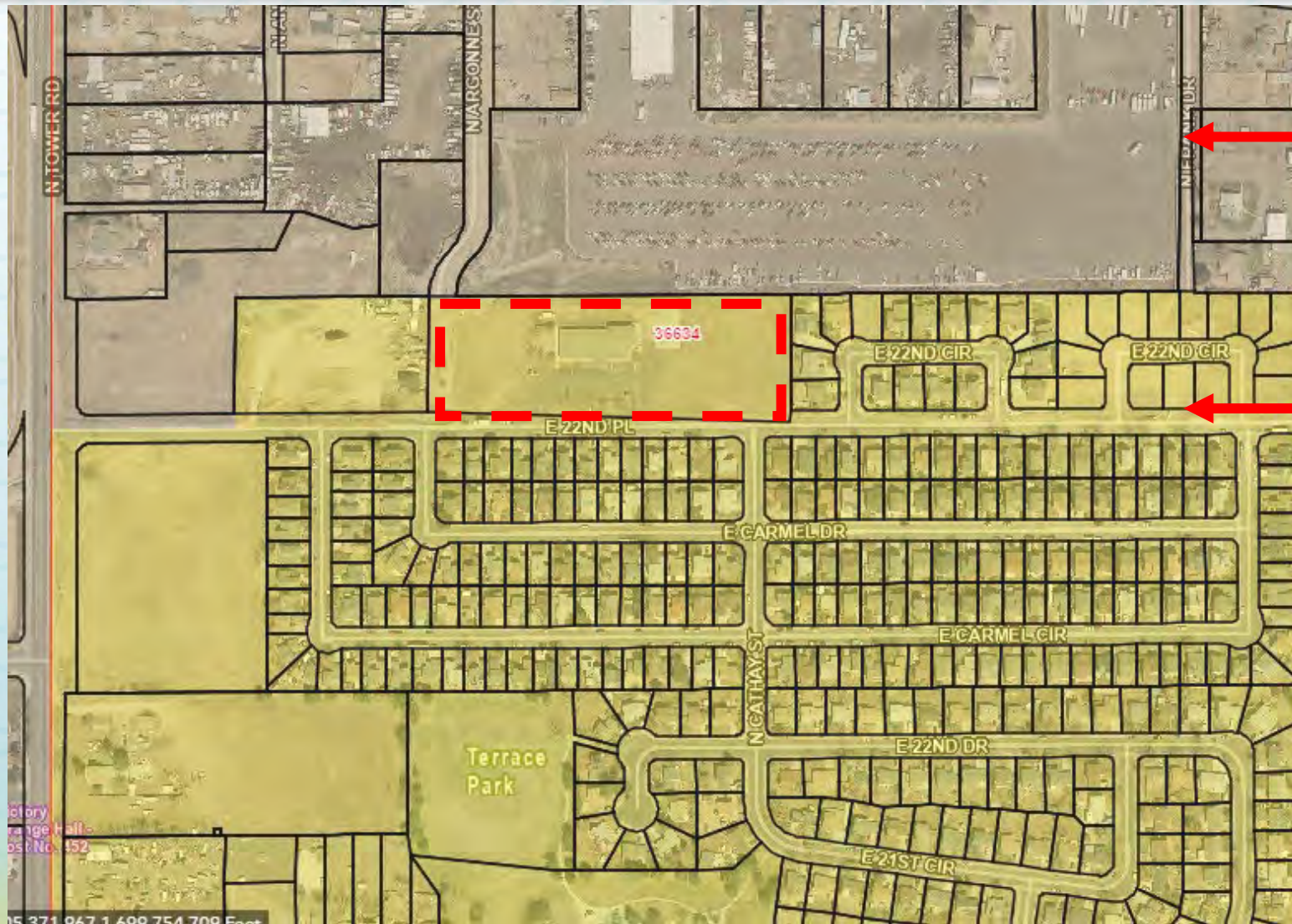
ZONING MAP – PROPOSED ZONING

EXHIBIT F



PLACETYPE MAP

EXHIBIT F



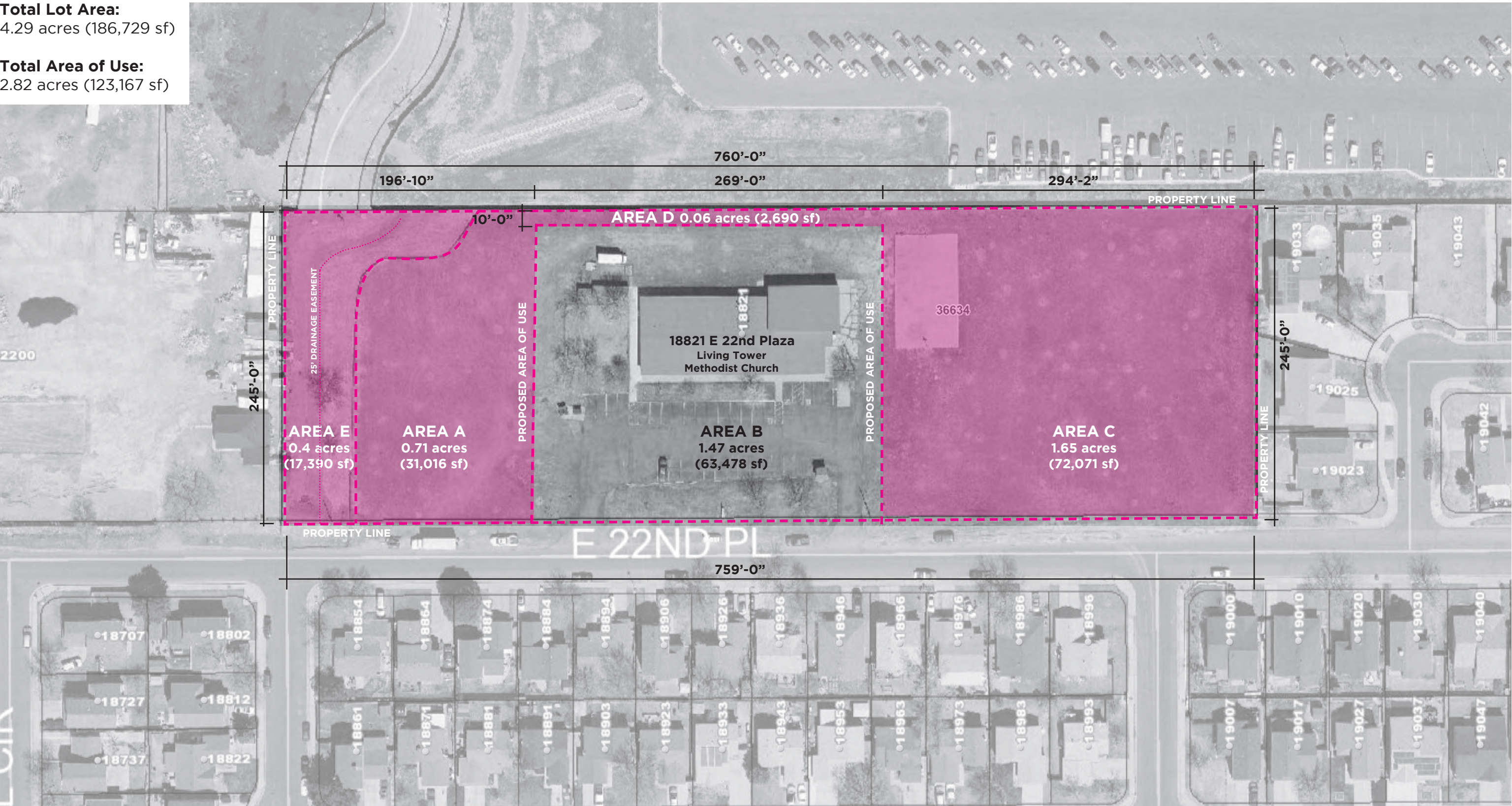
Blue Ridge Atlantic Aurora Colorado Apartments

SITE EXHIBIT + MASSING DEVELOPMENT | 2024.12.05

Proposed Site Boundaries

Total Lot Area:
4.29 acres (186,729 sf)

Total Area of Use:
2.82 acres (123,167 sf)



Architectural Precedent | Historic Aurora

Elements | Characteristics

- Pitched Roof
- Gables Oriented to Street / Entrance
- Covered Entrance
- Wrapping Porch / Patio
- Horizontal Banding / Articulation



Architectural Precedent | Contemporary

Elements | Goals

Connection and Community

Warmth of Materials

Comfort

Simplicity of Form



Architectural Precedent | Interiors

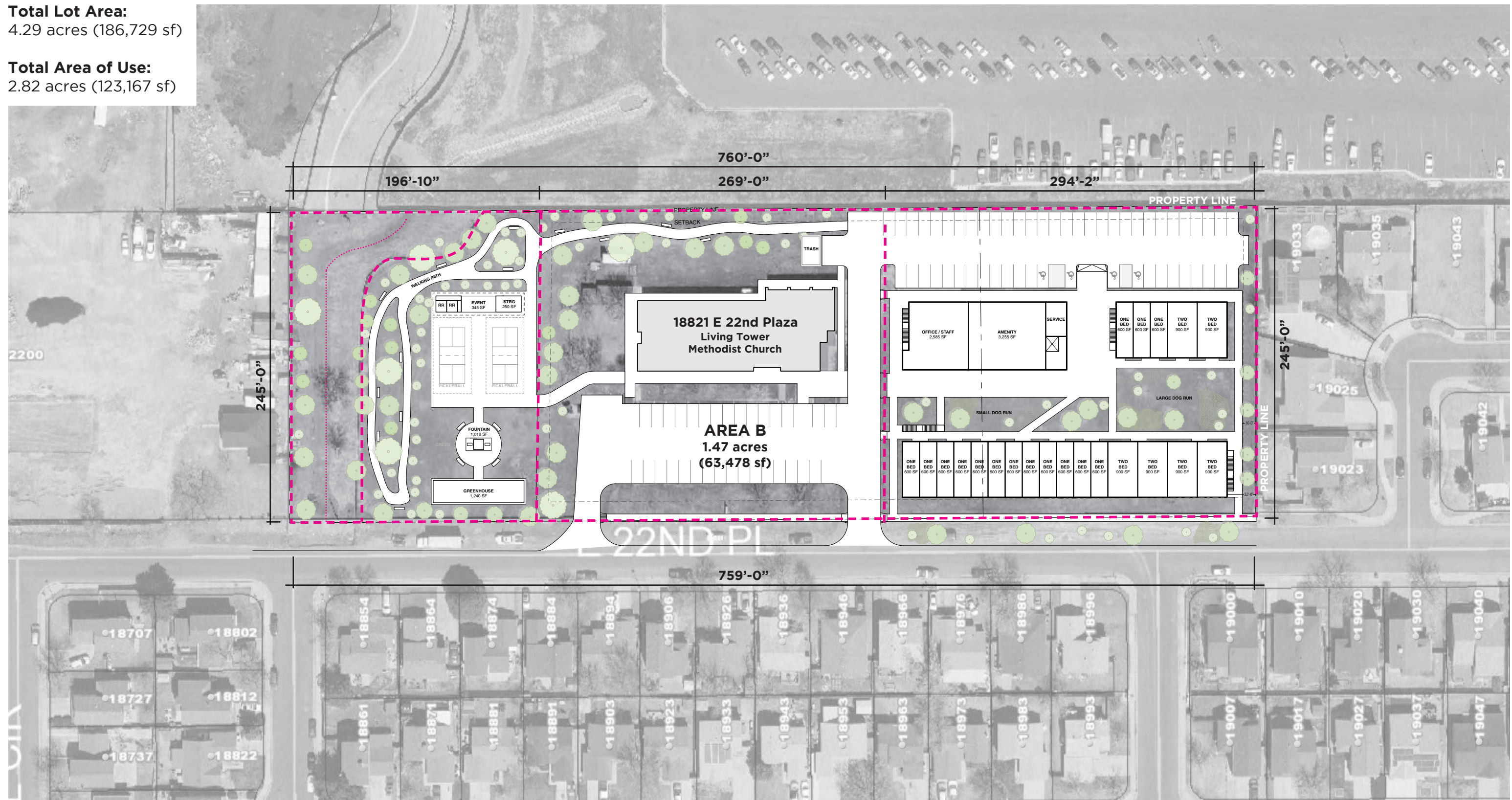
Elements | Characteristics

- Natural Light
- Warmth of Materials
- Visibility / Privacy
- Inviting / Comfortable

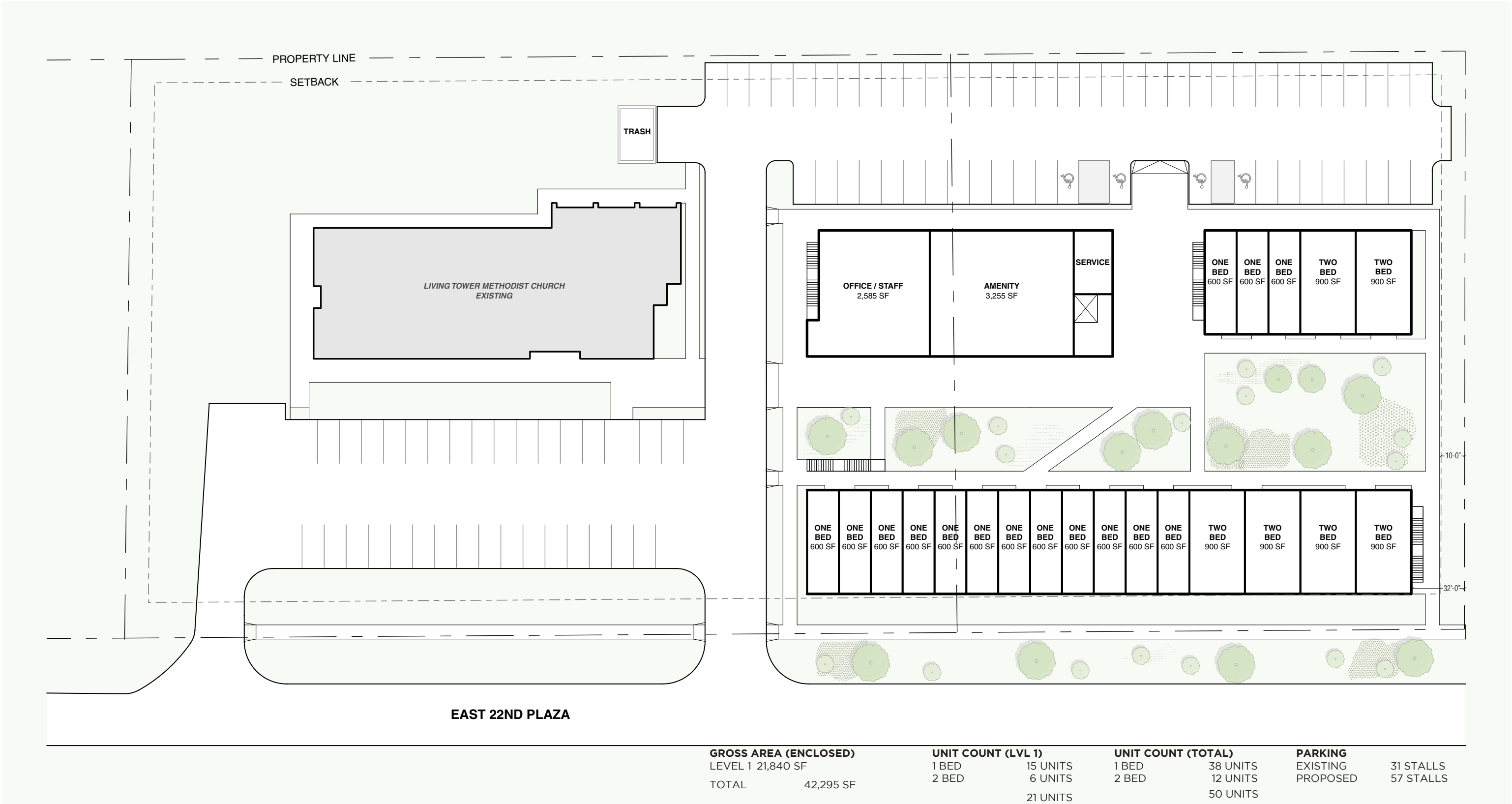


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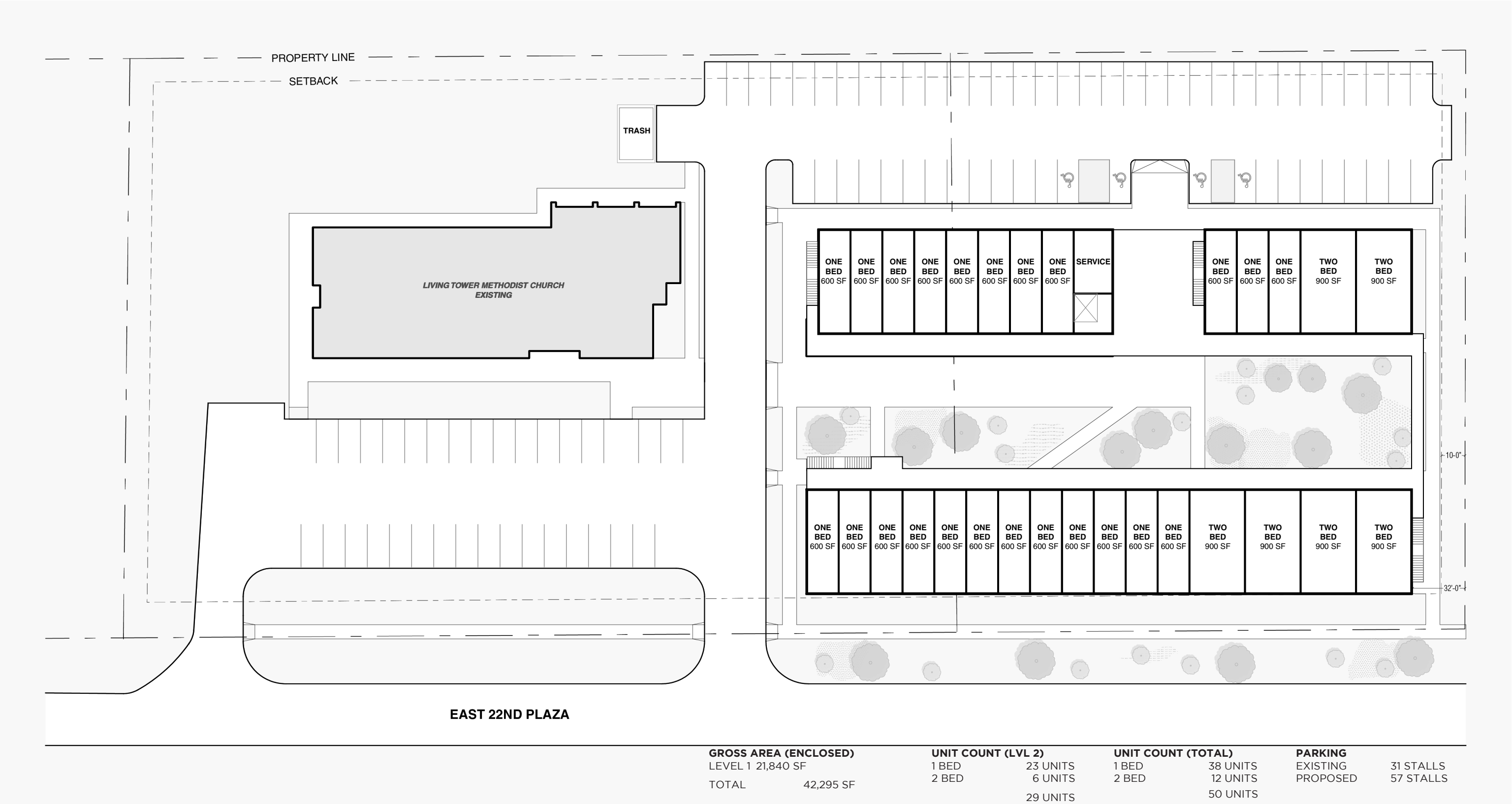
Total Area of Use:
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Shotguns - First Floor



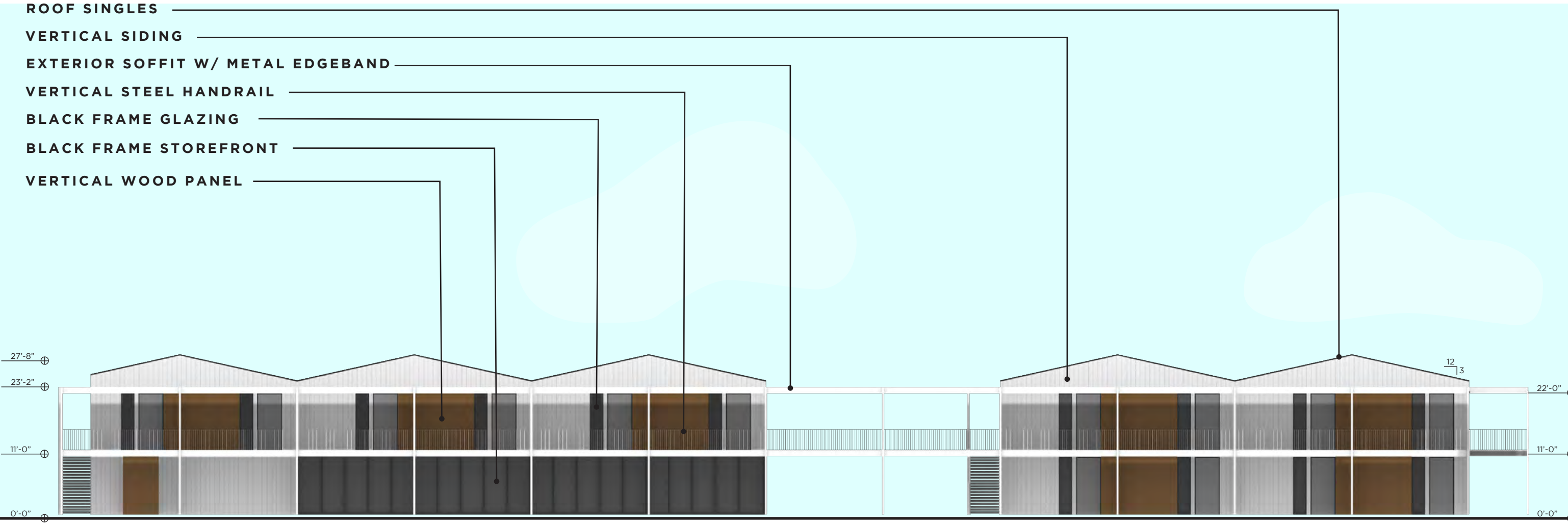
Shotguns - Second Floor





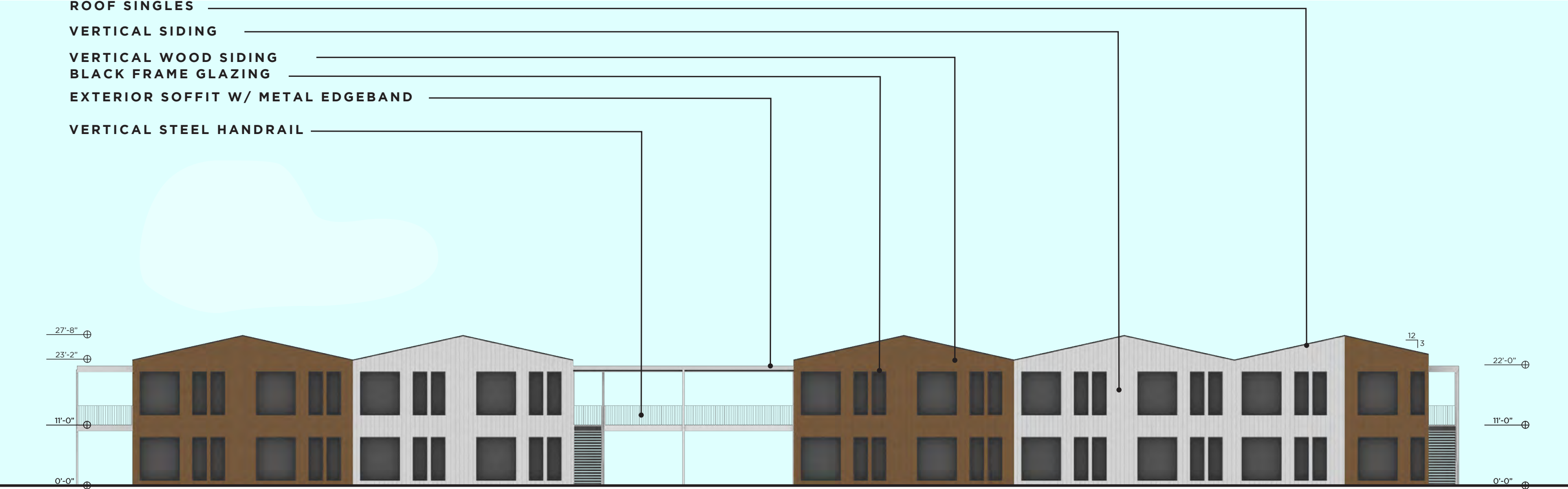
SOUTH STREET ELEVATION

EXTERIOR ELEVATIONS



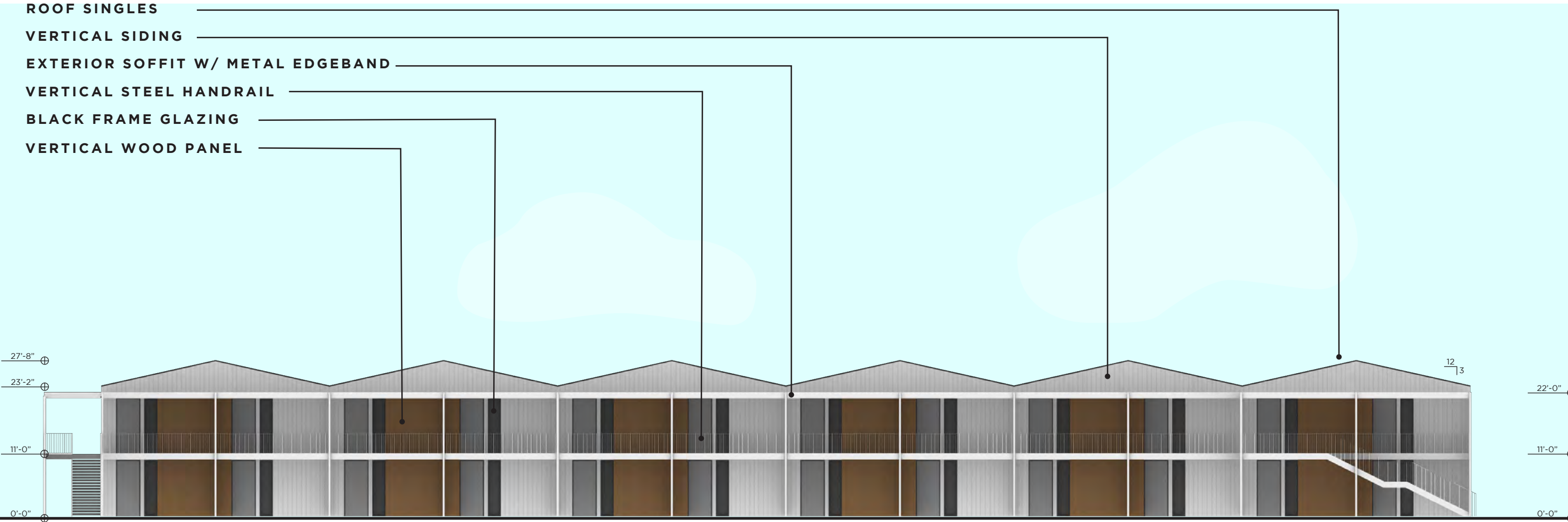
SOUTH COURTYARD ELEVATION

EXTERIOR ELEVATIONS



NORTH ELEVATION

EXTERIOR ELEVATIONS



NORTH COURTYARD ELEVATION

EXTERIOR ELEVATIONS

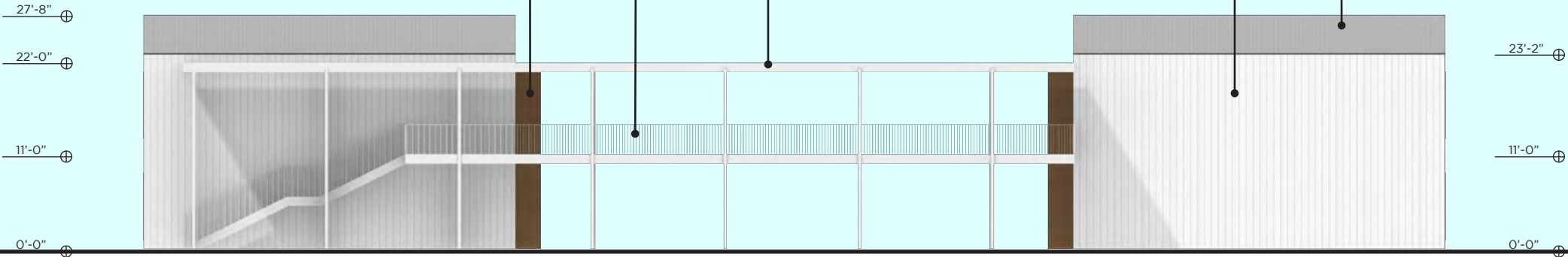
ROOF SINGLES

VERTICAL SIDING

EXTERIOR SOFFIT W/ METAL EDGEBAND

VERTICAL STEEL HANDRAIL

VERTICAL WOOD PANEL

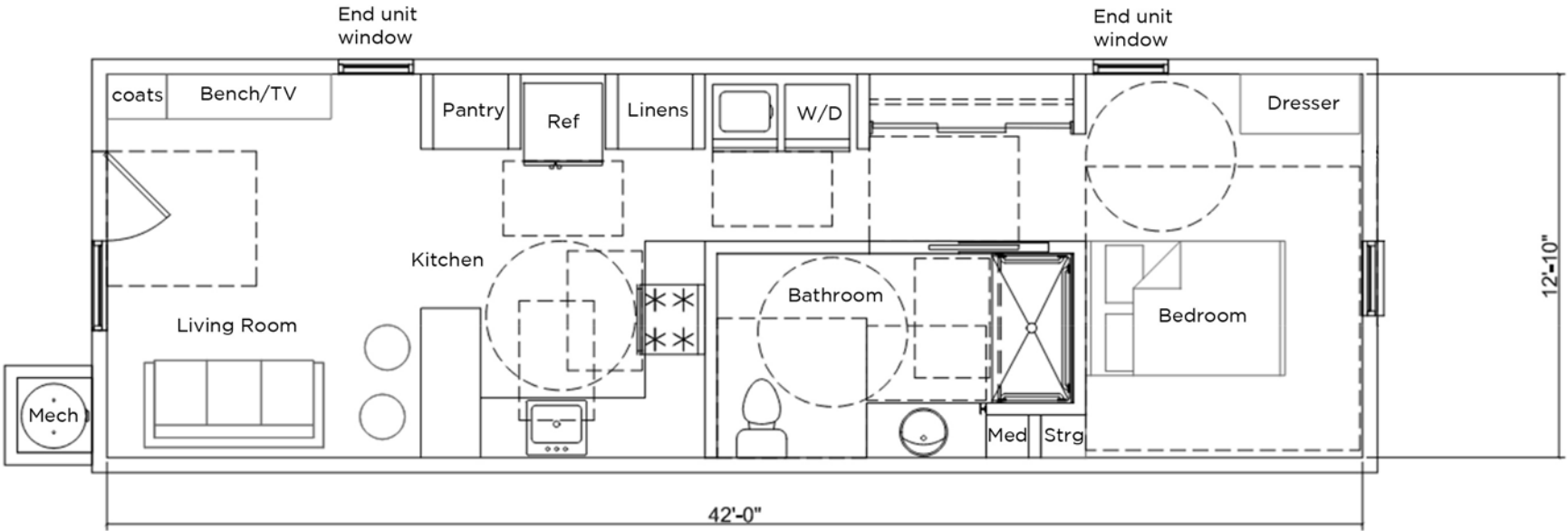


EAST ELEVATION

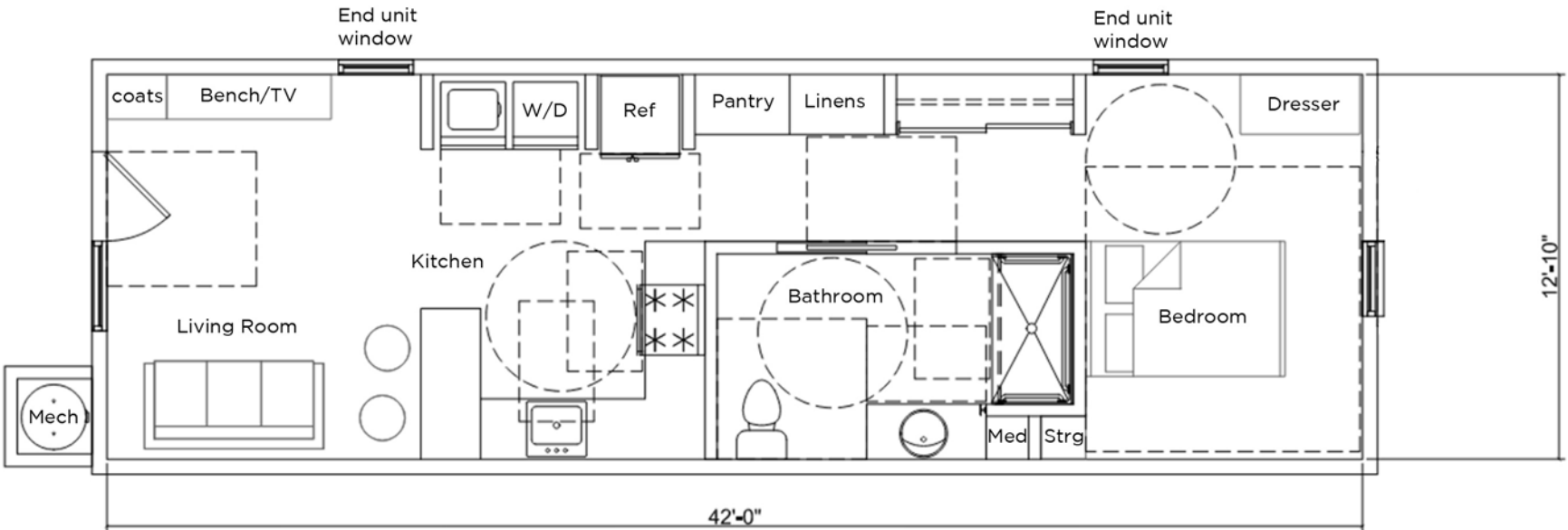
EXTERIOR ELEVATIONS

Unit Plan - Single Bed

UNIT OPTION B1
570 SF

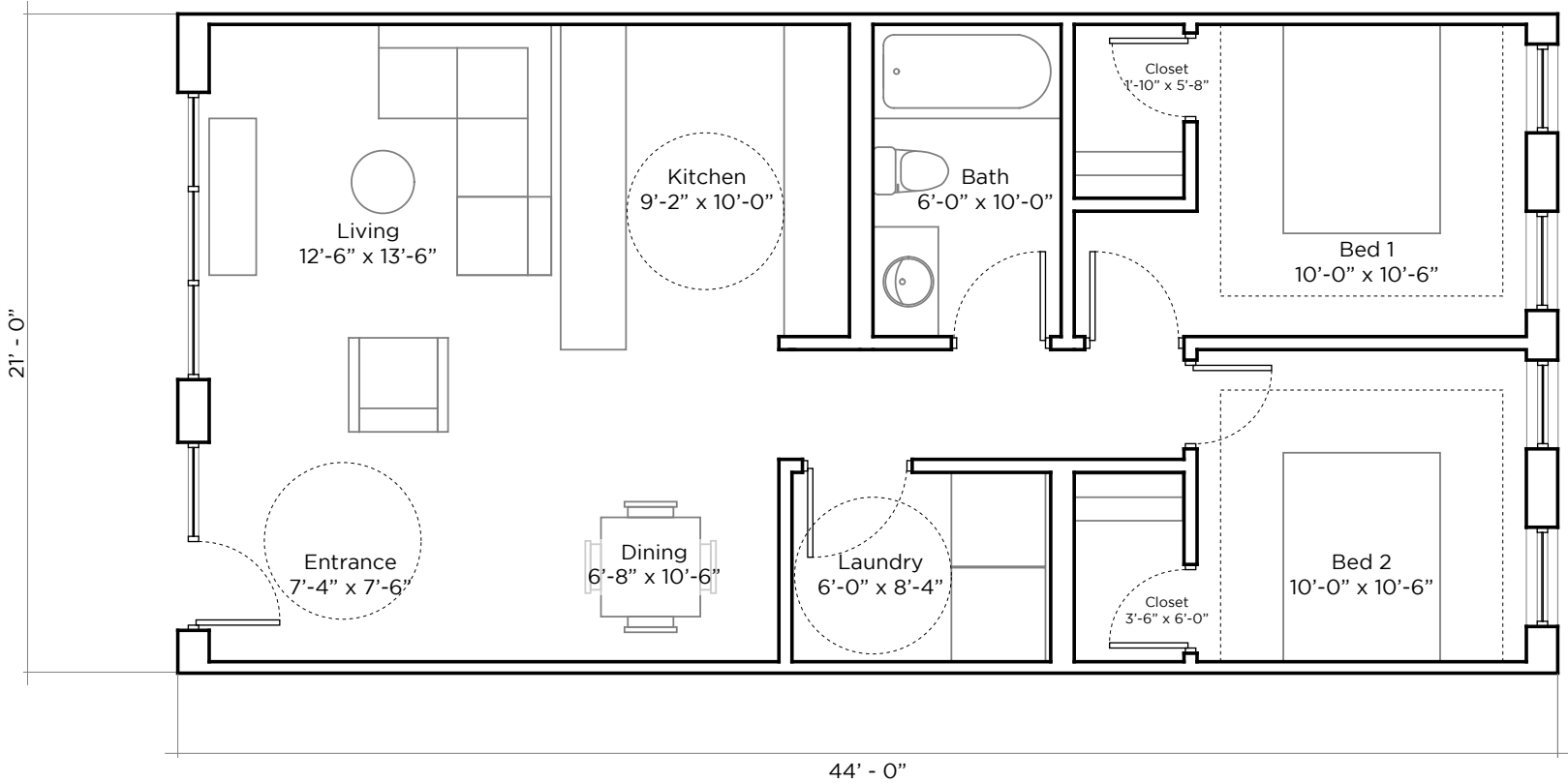


UNIT OPTION B2
570 SF

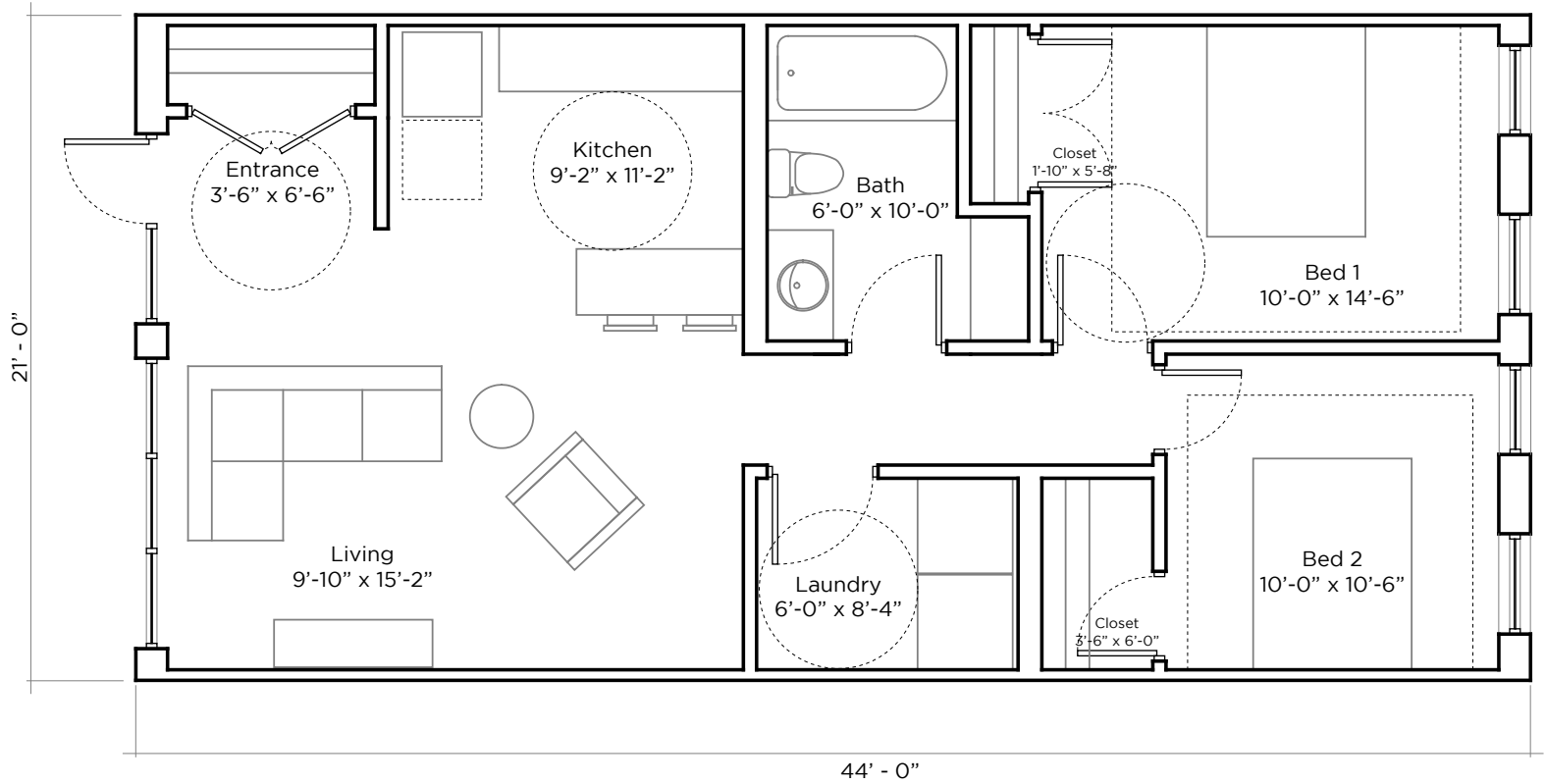


Unit Plan - Two Bed

UNIT OPTION T1
924 SF



UNIT OPTION T2
924 SF



Thank you!

ORDINANCE NO. 2025- _____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FOR A ZONING MAP AMENDMENT TO REZONE 4.285 ACRES OF LAND TO MEDIUM-DENSITY MULTI-FAMILY DISTRICT (R-3), LOCATED AT THE NORTHWEST CORNER OF EAST 22ND PLACE AND CATHAY STREET (TOWER CHURCH REZONE)

WHEREAS, the applicant has requested that approximately 4.285 acres of land located at the northwest corner of East 22nd Place and Cathay Street, County of Adams, State of Colorado (the “Property”), be rezoned from Business/Tech District (I-1) to Medium-Density Multi-Family District (R-3); and

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

WHEREAS, on December 11, 2024, following a public hearing, the Planning and Zoning Commission voted to recommend the rezoning of the Property.

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

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

Section 2. The Property, as more particularly described in “Exhibit A” attached hereto and incorporated herein, is zoned Medium-Density Multi-Family District (R-3) and the zoning map is hereby amended in accordance with said zoning.

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

Section 4. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the

extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2025.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2025.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM BY CITY ATTORNEY PETE SCHULTE:

Lena McClelland ^{RLA}
(LENA MCCLELLAND, Assistant City Attorney)

LEGAL DESCRIPTION
EXHIBIT A
SHEET 1 OF 2

LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA COUNTY OF ADAMS, STATE OF COLORADO, ALSO BEING A PORTION OF LANDS DESCRIBED AT RECEPTION NO. 1987020771405, FILED IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

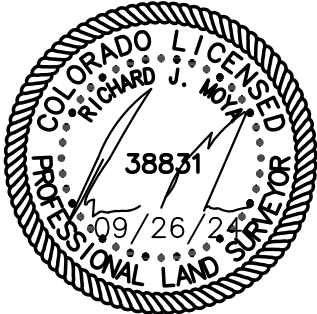
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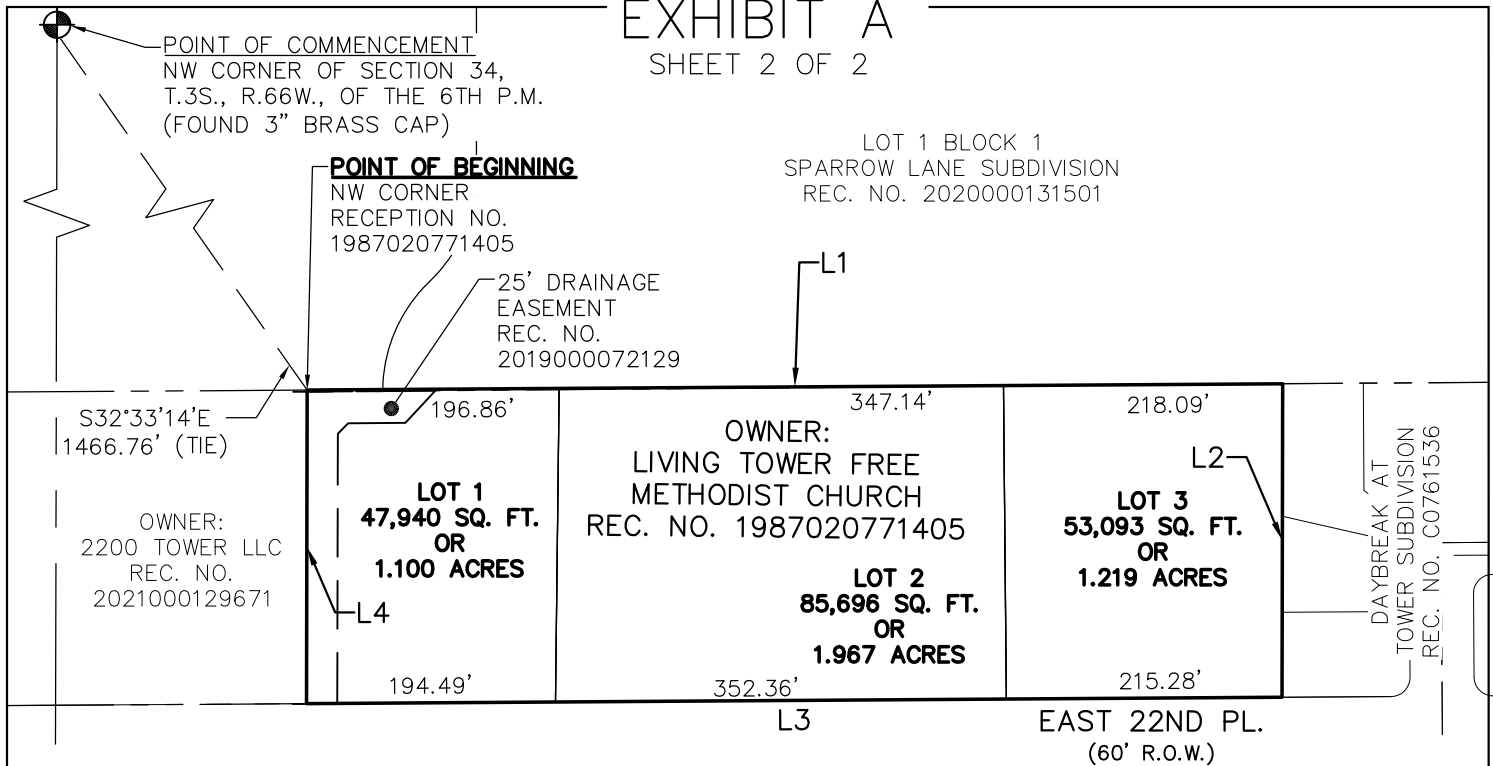
ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

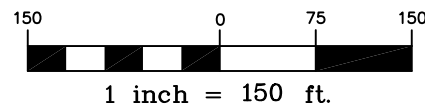
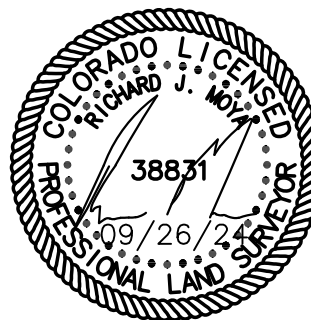


RICHARD J. MOYA, P.L.S. 38831
FOR AND ON BEHALF OF
PRECISION SURVEY & MAPPING, INC.

ILLUSTRATION FOR
EXHIBIT A
SHEET 2 OF 2



LINE TABLE		
NO.	BEARING	DISTANCE
L1	N89°37'35"E	762.09'
L2	S00°07'13"W	245.01'
L3	S89°37'35"W	762.12'
L4	N00°07'39"E	245.01'



THE ABOVE DESCRIBED PARCEL CONTAINS 186,717 SQUARE FEET (4.286 ACRES) MORE OR LESS.

CITY OF AURORA, COLORADO

A PARCEL OF LAND SITUATED IN THE NORTHWEST
QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE
66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF
AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

DRAWN BY: AS	SCALE: 1"=150'	R.O.W. FILE NUMBER
CHECKED BY: RM	DATE: 09-26-24	JOB NUMBER: R13708