NOTICE OF COUNCIL MEETING

(Open to the Public)
Monday, December 15, 2025
6:00 PM

Members of the Aurora City Council will participate in the December 15, 2025 Council Meeting.

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

View or Listen Live

Live streamed at www.auroraTV.org

Youtube.com/TheAuroraChannel

Cable Channels 8 and 880 in Aurora

In-person Participation

Members of the public may attend in-person at the Aurora Municipal Center, Paul Tauer Aurora City Council Chamber located at 15151 E. Alameda Pkwy. Public comment is welcome for items appearing on the agenda or on any matter of city concern. Individuals must appear in person and speak from the podium. Individuals are allotted a maximum of three (3) minutes to speak.

- **Public Invited to be Heard:** One (1) hour is dedicated to public comment on items not listed on the agenda at the beginning and at the end of every regular council meeting. Individuals may register to speak in one of the following manners:

    1. Sign up online beginning at 8 AM on the Friday before the meeting through 1 PM on the day of the council meeting; or
    2. Sign up in person by handing a completed speaker slip to the city clerk in the Paul Tauer Aurora City Council Chamber on the day of the council meeting beginning at 5 PM and up until the time the last individual finishes speaking during the first Public Invited to be Heard session. Verified Aurora residents who sign up before 5:45 PM are given priority and placed before non-resident speakers.

       For the last Public Invited to be Heard session, speaker slips must be returned before the item preceding the Public Invited to be Heard is finished. Order priority will be given to speakers who did not speak during the first Public Invited to be Heard session.

- **Public Comment on Agenda Item:** Individuals are invited to comment in support of or to oppose any item listed on the agenda. Those wishing to comment on an agenda item must sign up in advance using the 'Public Comment on Agenda Item' online request form beginning at 8 a.m. on the Friday before the council meeting through 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 sign up in person with the clerk starting at 5:00 p.m. Sign up must be completed before the Public Hearing agenda item title is read.

  Visit the Addressing the City Council webpage for the online sign up forms and more information.

The city of Aurora is committed to the accessibility of our services and our responsibility to provide them in a non-discriminatory manner. The city recognizes the importance of effective and accurate communication with the community and values equal access to our programs, services and activities. If you seek a physical accommodation, or require the use of an auxiliary aid or device, or if you require an interpreter to help you access this event or service, please scan here to fill out a request form:

All requests must be submitted three days in advance of any scheduled event.
For additional information, please visit AuroraGov.org/Accessibility.

City of Aurora, Colorado

Monday, December 15, 2025

EXECUTIVE SESSION

(Closed to the Public)
AURORA ROOM
3:45 p.m.

STUDY SESSION

(Open to the Public via live stream in the Paul Tauer Aurora City Council Chamber)
AURORA ROOM
4:35 p.m.

REGULAR MEETING OF THE AURORA CITY COUNCIL

(Open to the Public)
PAUL TAUER AURORA CITY COUNCIL CHAMBER
6:00 p.m.

AGENDA

Regular Meeting of the Aurora City Council

Monday, December 15, 2025, 6:00 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 1, 2025 Meeting Minutes 7

7. PROCLAMATIONS OR CEREMONIES

8. ADOPTION OF THE AGENDA

9. PUBLIC INVITED TO BE HEARD

   (non-agenda related issues only)

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.b Planning Matters

10.c Appointments to Boards and Commissions

10.c.1 Consideration to Appoint One (1) Member to the Oil and Gas Advisory Committee 14

Cecilia Zapata, Deputy 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 Small Business Development Center (SBDC) Englewood Intergovernmental Agreement (IGA) 2025 23

R2025-147 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AUTHORIZING THE EXECUTION OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE AURORA-SOUTH METRO SMALL BUSINESS DEVELOPMENT CENTER ("SBDC") AND THE CITY OF ENGLEWOOD, COLORADO ("ENGLEWOOD") FOR SMALL BUSINESS ADVISING, TRAINING, AND TECHNICAL ASSISTANCE IN THE CITY OF ENGLEWOOD

Jeannine Rustad, Director, Planning and Business Development / Rachel Allen, Deputy City Attorney

11.a.2 Tax Rebate Agreement – RK Industries 29

R2025-148 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AUTHORIZING THE EXECUTION OF THE TAX REBATE AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO ("CITY") AND RK INDUSTRIES, LLC ("TAXPAYER")

Chad Argentar, Senior Redevelopment Project Manager, Planning and Business Development / Rachel Allen, Deputy City Attorney

11.a.3 **Colorado State Forest Service Funding Agreement** 48

R2025-149 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF THE UNIVERSITY SERVICES AGREEMENT BETWEEN THE CITY OF AURORA ACTING BY AND THROUGH ITS UTILITY ENTEPRISE AND THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM ACTING BY AND THROUGH COLORADO STATE UNIVERSITY REGARDING FOREST RESTORATION AND WATERSHED PROTECTION

A waiver of reconsideration is requested in order to secure the funding from the 2025 budget year for which funds have already been allocated.

Richard Vidmar, Water Resources Manager, Aurora Water / Ian Best, Assistant City Attorney

11.a.4 **Biochar Facility Use Intergovernmental Agreement (IGA)** 77

R2025-150 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND DOUGLAS COUNTY REGARDING AURORA WATER'S USE OF A BIOCHAR FACILITY

A waiver of reconsideration is requested in order to secure the funding from the 2025 budget year for which funds have already been allocated.

Richard Vidmar, Water Resources Manager, Aurora Water / Ian Best, Assistant City Attorney

11.a.5 **Third Amendment to an Intergovernmental Agreement (IGA) to Drainage and Flood Control Improvements for Sampson and Robinson Gulch Regional Pond** 90

R2025-151 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF THE THIRD AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT REGARDING THE DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR SAMPSON/ROBINSON GULCH REGIONAL POND

Andrea Long, Principal Engineer, Aurora Water / Ian Best, Assistant City Attorney

11.a.6 **Kings Crossing Village Reimbursement Agreement** 122

R2025-152 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF THE AURORA WATER REGIONAL UTILITY COST REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF AURORA ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND KINGS CROSSING VILLAGE LLC REGARDING KING'S CROSSING VILLAGE

Chong Woo, Deputy Director of Planning and Engineering, Aurora Water / Ian Best, Assistant City Attorney

11.a.7 **Reimbursement Agreement for Harmony Phase 4** 148

R2025-153 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF THE AMENDED AND RESTATED REGIONAL UTILITY REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF AURORA ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND MELCOR/TC AURORA, LLC

Chong Woo, Deputy Director of Planning and Engineering, Aurora Water / Ian Best, Assistant City Attorney

11.a.8 **City of Aurora Public Safety Training Center (CAPSTC) Meeting Room Naming** 184

R2025-154 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, CHANGING THE OFFICIAL NAME DESIGNATION OF THE LARGE CONFERENCE ROOM IN THE CITY OF AURORA PUBLIC SAFETY TRAINING CENTER (CAPSTC) TO THE GEORGE ACKMAN CONFERENCE ROOM AND DIRECTING THE CITY MANAGER TO PREPARE AN APPROPRIATE DEDICATION PLAQUE FOR DISPLAY AT THAT LOCATION

Sponsor: Curtis Gardner, 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 **Eliminating the Veterans Affairs Commission** 189

2025-105 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ELIMINATING THE VETERANS' AFFAIRS COMMISSION

Jason Batchelor, City Manager / Andrea Wood, Assistant City Attorney

12. PUBLIC HEARINGS

Public hearings with or without related ordinances.

12.a **Urban Cottages Jewell - Zoning Map Amendment** 197

2025-06 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 APPROXIMATELY 3.91 ACRES OF LAND TO MEDIUM-DENSITY RESIDENTIAL DISTRICT (R-2), LOCATED SOUTH OF THE INTERSECTION OF EAST JEWELL AVENUE AND SOUTH JOLIET STREET (URBAN COTTAGES ON JEWELL REZONE)

Rachid Rabbaa, Planner III, Planning and Business Development / Lena McClelland, Assistant City Attorney

Applicant requests a continuance of this item until January.

13. INTRODUCTION OF ORDINANCES

13.a **2025 Fall Supplemental** 251

2025-106 AN ORDINANCE OF THE CITY OF AURORA, COLORADO APPROPRIATING SUMS OF MONEY IN ADDITION TO THOSE APPROPRIATED IN ORDINANCE NOS. 2024-72, AND 2025-43 FOR THE 2025 FISCAL YEAR

Tyler Phillips, Budget Program Manager, Finance / Hanosky Hernandez, Senior Assistant City Attorney

14. FINALIZING OF ORDINANCES

Ordinances not approved unanimously at first reading.

15. ANNEXATIONS

16. RECONSIDERATIONS AND CALL UPS

17. GENERAL BUSINESS

17.a **DUAL LISTING: 2026 City Council Meeting Calendar** 276

Kadee Rodriguez, City Clerk / Peter Schulte, City Attorney

17.b **Appointment of Members to the Citizens' Advisory Budget Committee** 280

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

17.c **Appointment of Members to the Business Advisory Board** 283

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

18. REPORTS

18.a **Mayor**

18.b **Council**

19. PUBLIC INVITED TO BE HEARD

(non-agenda related issues only)

20. ADJOURNMENT

MINUTES

Regular Meeting of the Aurora City Council

Monday, December 1, 2025

COUNCIL MEMBERS PRESENT:	Mayor Coffman	Gianina Horton
	Robert Andrews	Alli Jackson
	Françoise Bergan	Angela Lawson
	Alison Coombs	Ruben Medina
	Curtis Gardner	Amy Wiles
	Stephanie Hancock	

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1. CALL TO ORDER

Mayor Coffman reconvened the regular meeting of the City Council at 6:40 p.m.

2. ROLL CALL

3. INVOCATION/MOMENT OF SILENCE

Mayor Coffman led in prayer for the December 1, 2025 meeting.

4. PLEDGE OF ALLEGIANCE

(All Standing)

Mayor Coffman read a land acknowledgment.

5. EXECUTIVE SESSION UPDATE

None.

6. APPROVAL OF MINUTES

6.a November 17, 2025 Meeting Minutes

Moved by: Françoise Bergan

Second by: Alison Coombs

Does Council wish to approve the minutes of the November 17,2025 meeting?

Voting Aye: (7): Mayor Coffman, Françoise Bergan, Alison Coombs, Curtis Gardner, Stephanie Hancock, Angela Lawson, and Ruben Medina

7. ADJOURNMENT - SINE DIE

8. ANNOUNCEMENT OF ELECTION RESULTS

- Council Member At-Large - Rob Andrews

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

- Council Member At-Large - Alli Jackson
- Council Member Ward I - Gianina Horton
- Council Member Ward II - Amy Wiles
- Council Member Ward III - Ruben Medina

Kadee Rodriguez, City Clerk

9. OATH OF OFFICE

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

Shawn Day, Presiding Judge, Aurora Municipal Court

10. CONVENE COUNCIL MEETING

11. ROLL CALL

12. ADOPTION OF THE AGENDA

Moved by: Françoise Bergan

Second by: Angela Lawson

Does Council wish to adopt the agenda as presented?

Voting Aye: (11): Mayor Coffman, Rob Andrews, Amy Wiles, Alli Jackson, Gianina Horton, Françoise Bergan, Alison Coombs, Curtis Gardner, Stephanie Hancock, Angela Lawson, and Ruben Medina

13. 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.

13.a Motions

13.b Planning Matters

13.c Appointments to Boards and Commissions

14. 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.

14.b Rules of Order and Procedure: Various Amendments

R2025-146 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 VARIOUS AMENDMENTS TO THE RULES

Sponsor: Alison Coombs, Council Member

Jason Batchelor, City Manager / Peter Schulte, City Attorney

Council heard public testimony on the agenda-related item.

CM Coombs explained the resolution was intended to address issues of immediacy in relation to their rules of order and procedure, with the main function of restoring Public Invited to be Heard to the formal meetings at the beginning and ending of the meeting, provide 3 minutes instead of 2 minutes to speakers, and to remove the provision of the rule implemented to ban people from bringing their children to the dais. She believed that people should be allowed to bring their children whether they need to or if it is important to them at that time. She added they also wanted to make minor changes to the order of the agenda by moving the invocation and land acknowledgment to the beginning of the meeting prior to formal business.

P. Schulte briefly went through the resolutions.

CM Bergan voiced concern that the way the resolution reads in regard to being able to bring children, as it says that basically anybody could be on the dais, but they have always been told no one can approach or be on the dais from a security perspective. She asked the city manager how they would handle that.

J. Batchelor responded that if a council member needed to bring their child, they would allow them to, but they would continue to not allow others unassociated with the meeting on the dais.

CM Bergan inquired if the language should be changed to clarify that.

CM Coombs expressed that this was never in the rules prior to the change of preventing them from bringing their children on the dais and they never had that problem, as security and the officers knew not to let other people on the dais, so she did not think they needed that in the rules.

P. Schulte suggested referencing A (9), stating who is allowed on the dais during the council meeting.

CM Coombs was concerned that would mean a council member would have to contact the city attorney to request permission in that event. She reminded that the reason this rule was put in originally was because she wanted her child to be there when she was being sworn in, not because of an emergency.

CM Bergan felt that from a security perspective, it made sense to leave it as is, but she did not understand why they needed to contact the city attorney about something like that.

P. Schulte said that not having childcare for a child and needing to bring them on the dais would be covered under FMLA standards, and they would not have to contact him in that situation, but if they could make it clearer if needed.

CM Bergan made the suggestion to leave it as is and add an addendum.

P. Schulte said they could change A (9) to say any council member can have their children on the dais if needed but leave the requirements of who is allowed on the dais in the rule.

C. Coombs expressed that instead of striking the language, they could add "or child or family member of such" after listing mayor, council member, city manager, and city attorney are allowed on the dais.

CM Bergan agreed.

CM Hancock voiced concern over changing the rules when they have not had a functioning Rules Committee for some time, as she understood that the new council would address concerns such as this on the committee. She believed that process would offer a more appropriate, collaborative, and transparent setting to resolve these matters. She also felt the mayor should retain the authority to make council appointments at his discretion, and the resolution seems to alter or undermine that rather than address procedural concerns. She said those wishing to speak during public comment should be limited to one opportunity per council meeting, but that is not properly addressed here. She noted this attempt is doing the same thing the last council was accused of, which is pushing through procedural changes without real collaboration or due process.

CM Coombs explained that the reason she did this now and not through the Rules Committee is because this is specific damage that was done by the previous council without a procedure, so she is trying to undo that damage. She stated that they could have a lengthy discussion about other rule changes, and they could even leave off the mayor ratification for later.

P. Schulte read off an amended resolution for Section 2, which is "Unless an exception is made pursuant to A (9), only the Mayor, Council Members, and/or family members if needed, the City Manager and City Attorney shall be seated on the dais.

CM Coombs and CM Bergan agreed to that friendly amendment.

CM Bergan voiced a friendly amendment to add Arapahoe, Adams, and Douglas Country Region 9 Opioid Abatement Councils to Section 3.

CM Coombs accepted that friendly amendment.

CM Bergan also offered an amendment to Section 5, Public Invited to be Heard, to be shortened to 30 minutes at the end of the agenda and to give preference to those who have not yet spoken.

CM Coombs accepted the giving preference to those who have not yet spoken but did not accept limiting to 30 minutes. She pointed out they seldom used the full hour at the end of the meeting when they had that before, but if they did it was for a reason.

Mayor Coffman asked if CM Coombs was okay with removing the mayoral appointments piece and discussing it at a later time.

CM Coombs accepted that as a friendly amendment.

CM Gardner said he did not understand how a 2-minute limit to speak and 30-minute total time is an egregious violation of free speech rights but 3 minutes and an hour is not.

CM Coombs stated they have had years of chipping away at this opportunity for the public to speak, which will probably take more than resolution to do, but this resolution would take them back to the previous status quo. She said she expects a Rule Committee to discuss further on limits.

Moved by: Alison Coombs

Second by: Gianina Horton

Does Council wish to support the approval of the resolution Rules of Order and Procedure: Various Amendments?

With Friendly Amendments -

Section 2 of the Resolution - Unless an exception is made pursuant to A (9), only the Mayor, Council Members, and/or family members if needed, the City Manager and City Attorney shall be seated on the dais.

Section 3 of Resolution - Include: Arapahoe, Adams, and Douglas County Region 9 Opioid Abatement Councils. Remove: Appointments made by the Mayor must be ratified with majority support of the entire City Council at a Study Session.

Section 5 of the Resolution - Preference given to those who have not yet spoken as part of public invited to be heard at the end of the council meeting.

Voting Aye: (10): Robert Andrews, Françoise Bergan, Alison Coombs, Curtis Gardner, Stephanie Hancock, Gianina Horton, Alli Jackson, Angela Lawson, Ruben Medina, and Amy Wiles

14.a Resolutions

14.c Finalizing of Ordinances

Ordinances approved unanimously at first reading.

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.

15. PUBLIC HEARINGS

Public hearings with or without related ordinances.

16. INTRODUCTION OF ORDINANCES

17. FINALIZING OF ORDINANCES

Ordinances not approved unanimously at first reading.

18. ANNEXATIONS

19. RECONSIDERATIONS AND CALL UPS

20. GENERAL BUSINESS

20.a Consideration to Elect Mayor Pro Tem

Kadee Rodriguez, City Clerk / Peter Schulte, City Attorney

Moved by: Ruben Medina

Second by: Gianina Horton

CM Medina expressed that CM Coombs would be a good candidate, as she has been here for 6 years, battled, and would be a strong way to get them all together.

Does Council wish to appoint CM Coombs as Mayor Pro Tem?

Voting Aye: (11): Mayor Coffman, Robert Andrews, Françoise Bergan, Alison Coombs, Curtis Gardner, Stephanie Hancock, Gianina Horton, Alli Jackson, Angela Lawson, Ruben Medina, and Amy Wiles

21. REPORTS

21.a Mayor

Mayor Coffman announced that his next town hall meeting is January 24th, at 2:00 p.m., at the Aurora Central Library. He said the city's tree lighting ceremony is December 2nd, from 5 p.m. to 7 p.m., which is one of their great events for families. He encouraged people to attend.

21.b Council

MPT Coombs thanked her colleagues for their votes for Mayor Pro Tem. She expressed that she was committed to convene the Rules Committee to work with all her colleagues and hear the issues that are important to all people in their city.

CM Jackson thanked everyone for electing her and said she was happy to work with

her colleagues. She reported that she attended the Annual Havana Bid District's Board Meeting that was open to the public, and it was nice to see all the growth. She encouraged using the Havanna District for holiday shopping. She also spoke at the Black Women's Summit, which was a great experience.

CM Horton thanked those who attended the meeting. She added that this is what democracy looks like and looked forward to working with her colleagues.

CM Wiles appreciated everyone for showing up to the meeting. She voiced that community is everything and she looked forward to representing them and working with Council.

CM Medina stated that there would be a lot of changes, but he was open to collaborating with everyone on the dais.

CM Hancock attended Williams Smith High School today to talk to students about government. She looked forward to working with her fellow council members, even though they may be on different sides of the political spectrum, because at the end of the day they are there to represent and work for the people of the city.

CM Lawson announced that she would be reconvening her two town halls in 2026. She gave condolences to Senator Faith Winter's family.

CM Bergan stated they had the Water Policy Meeting a couple weeks ago and thanked those who were able to come and speak at her town hall. She and Mayor Coffman attended the Southlands Holiday Parade and tree lighting with Santa. She gave a reminder that the City of Aurora's Tree Lighting Ceremony is December 2nd.

CM Andrews and CM Gardner did not have a report.

22. ADJOURNMENT

Mayor Coffman adjourned the regular meeting of City Council.

_____

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: Consideration to Appoint One (1) Member to the Oil and Gas Advisory Committee
Item Initiator: Cecilia Zapata, Deputy City Clerk
Staff Source/Legal Source: Cecilia Zapata, Deputy City Clerk / Tim Joyce, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Connected and Engaged: Providing programming, learning resources, and amenities that reflect the rich history and contributions of our vibrant communities.

COUNCIL MEETING DATES:

Study Session: 11/17/2025

Regular Meeting: 12/15/2025

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)

Cecilia Zapata, Deputy City Clerk / Tim Joyce, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☒ Approve Item as Proposed at Regular Meeting

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

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 Oil and Gas Advisory Committee is to assist City Council in promoting the efficient and equitable development of oil and gas while protecting the city's natural resources and local quality of life.

The Oil and Gas Advisory Committee consists of eleven (11) members appointed by the council comprised of five (5) citizens, three (3) oil and gas industry members, and three (3) mineral or surface owner members. The term length is three (3) years and members may serve up to three (3) terms.

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

The Oil and Gas Advisory Committee has two (2) vacancies comprised of an surface owner and an oil and gas industry position. The Committee received one (1) application and an interview was conducted on October 22, 2025.

The applicant was:
Christopher Fellows

Upon conducting the interview, the Oil and Gas Advisory Committee respectfully recommends the appointment of the following candidate:

Christopher Fellows (Surface Owner) – 1st term beginning 7/1/2025 and ending 6/30/2028

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 appoint Christopher Fellows to the Oil and Gas Advisory Committee?

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 Oil and Gas Advisory Committee shall consist of eleven members comprised of five citizens of the City appointed by City Council, three industry representatives, and three surface or property owners. For the citizen members, every attempt shall be made to appoint two citizens from the areas most affected by oil and gas at the time of the appointment. The industry representatives shall be registered Colorado electors, whose employer shall be registered with the Colorado Oil and Gas Conservation Commission, and who are actively exploring, drilling, and/or producing oil or gas within the City. The surface or property owner will be individuals or companies that hold mineral rights or a mineral owner of a vacant land parcel. (City Code § 106-163) Each member serves a three-year term with a maximum of three consecutive terms. (City Code § 106-164) (TJoyce)

MEMORANDUM

TO:	Mayor Coffman and Members of City Council
FROM:	Brad Pierce, Chair, Oil and Gas Advisory Committee
THROUGH:	Jeffrey S. Moore, P.G. Manager, Energy and Marcus Bond, City Clerk Analyst
DATE:	October 23, 2025
SUBJECT:	**Consideration for appointment of one (1) member to the Oil and Gas Advisory Committee**

The Oil and Gas Advisory Committee shall be comprised of 11 members as defined in Ordinance 2015-46, Sec.106-163, as follows: Five citizen members, three oil and gas industry members and three mineral or surface owner members.

Summary

The Oil and Gas Advisory Committee has one vacancy for the Surface / Property Owner Category.

On October 22, 2025 the committee interviewed Mr. Christopher Fellows. Mr. Fellows is the President of Resolute Strategies, Inc. He has 30 years of experience in real estate and land development in Aurora.

Mr. Fellows said he is a critical thinker and sees issues from many aspects. He understands the purpose and responsibilities of the committee.

The committee is supporting the appointment of Mr. Christopher Fellows.

A motion was made and seconded to recommend appointment of Mr. Christopher Fellows.

The Committee voted unanimously to recommend Mr. Christopher Fellows for appointment to the Oil and Gas Advisory Committee for a term from July 1, 2025 to June 30, 2028.

Mr. Fellows' application is included with this Memorandum.

Recommendation

The Oil and Gas Advisory Committee respectfully recommends the appointment of Christopher Fellows to the Oil and Gas Advisory Committee for a term from July 1, 2025 to June 30, 2028.

Respectfully submitted,



Brad Pierce
Chair, Oil & Gas Advisory Committee

Oil And Gas Advisory Committee Applicant

Package - Non Resident

Oil And Gas Advisory Committee - **Non** Resident

Term 01 Jul 2025 - 30 Jun 2028
Positions Available 2

Number of applicants in this package 1

- Fellows, Christopher

Received: 8/4/2025
Registered Voter & Role: Surface Owner
Douglas County
Vetted: 8/4/2025
Marcus Bond

Name: Fellows, Christopher

Address: [redacted]

Email: [redacted]

Board Name: Oil and Gas Advisory Committee

Council Ward:

Ward II

How long in Aurora?:

Doing Business in Aurora since 1997

Home Phone Number:
[redacted]

Work Phone Number:

[redacted]

Mobile Phone Number:
[redacted]

Are you registered to vote?:

Yes

Date of Birth (Month/Day/Year) (Required to Verify Voter Registration):**

[redacted]

Years Completed :

k-12 plus Master's Degree

Degree(s) Received:

Master's Degree - Urban and Regional Planning

College(s) Attended:

Colorado College, Colorado School of MInes, University of Denver, University of Colorado

Employer Name:

Resolute Strategies, Inc.

Employer Address:

9155 E. Nichols Ave., Suite 360, Centennial, Colorado, 80112

Position/Title:

President

Years with Current Employer:

20+

Work Experience:

41 years+ Land Development, Real Estate Finance

Certifications:

n/a

How are you involved in your community?:

somewhat

List your interests and activities:

spending time with kids, watching our childrens sports (last kid is in final year of college lacrosse), Chasing our puppy, Fishing, Hunting, gardening

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

Yes

If yes, what position?:
Numerous metro districts and HOA's.

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

No

Why do you desire this appointment? :

The field inetrests me, I know and like many memebers of the committee. The industryc affects our business.

How much time do you anticipate being able to spend on this appointment each month?:
6-8 hours

Which role are you applying for?:

Surface Property Owner

Proximity to current drilling applications (if applicable):
unknown

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

Yes

If yes, please explain:

Maybe. I have ownership in surface acres. I have some mineral rights ownership.

Full Name:
Dave Carro

Address:
[redacted]

Phone Number:
[redacted]

Full Name:
Brad Pierce

Address:
[redacted]

Phone Number:
[redacted]

Full Name:
Laura Perry

Address:
[redacted]

Phone Number:
[redacted]

How did you hear about us?:

Word of Mouth

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

I agree

Signature:
Christopher H. Fellows

Date:
8.4.25

Time of Submission: 08/04/25 3:22:46 PM

CITY OF AURORA
Council Agenda Commentary

Item Title: Small Business Development Center (SBDC) Englewood Intergovernmental Agreement (IGA) 2025 (Resolution)
Item Initiator: Ashvina Patel, Executive Director of Colorado SBDC serving Aurora-South Metro
Staff Source/Legal Source: Jeannine Rustad, Director of Planning & Business Development/Rachel Allen, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Economically Strong: Building a conducive development climate, a diverse mix of industries and housing options, and fostering economic growth so that our community thrives and remains resilient.

COUNCIL MEETING DATES:

Study Session: 11/17/2025

Regular Meeting: 12/15/2025

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)

Jeannine Rustad, Director, Planning and Business Development / Rachel Allen, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item and Move Forward to Regular Meeting

☒ Approve Item as Proposed at Study Session

☐ Information Only

☐ Approve Item as Proposed at Regular Meeting

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

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.)*

A resolution of the City Council of the City of Aurora, Colorado, authorizing the execution of the intergovernmental agreement between the Aurora-South Metro Small Business Development Center ("SBDC") and the City of Englewood, Colorado ("Englewood") for small business advising, training, and technical assistance in the City of Englewood.

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

Intergovernmental agreement between the Aurora-South Metro Small Business Development Center ("SBDC") and the City of Englewood, Colorado ("Englewood").

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 City Council wish to approve the intergovernmental agreement between the Aurora-South Metro Small Business Development Center ("SBDC") and the City of Englewood, Colorado ("Englewood")?

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). 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. (City Charter Section 10-12). (Allen)

CITY OF AURORA
Late Submission Approval for Agenda Item

Item Title: SBDC Englewood IGA 2025 (Resolution)

Item Initiator: Ashvina Patel, Executive Director of Colorado SBDC serving Aurora-South Metro

Staff Source/Legal Source: Jeannine Rustad, Director of Planning & Business Development/Rachel Allen, Assistant City Attorney

Outside Speaker: N/A

Strategic Outcome: Economically Strong: Building a conducive development climate, a diverse mix of industries and housing options, and fostering economic growth so that our community thrives and remains resilient.

CRITERIA - PLEASE CONSIDER ITEM FOR LATE SUBMISSION FOR THE FOLLOWING REASON:

☐ There is a time-sensitive legal requirement that must be met and cannot be met by a future meeting date

☒ The delay will result in an adverse financial impact to the city

☐ The item is related to a disaster and must be addressed before the next available meeting

COUNCIL MEETING DATES FOR LATE SUBMISSION:

Study Session: 11/17/2025

Regular Meeting: N/A

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.)*

We are seeking approval of this cooperative agreement by Council resolution pursuant to https://aurora.municipal.codes/Charter/10-12.

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.

Jeannine Rustad
Agenda Item Initiator Name

Agenda Item Initiator Signature 11/13/2025
Date

Laura Perry
Late Submission Approver Name (Council Appointee or DCM)

Late Submission Approver Signature 11/13/25
Date

RESOLUTION NO. R2025- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AUTHORIZING THE EXECUTION OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE AURORA-SOUTH METRO SMALL BUSINESS DEVELOPMENT CENTER ("SBDC") AND THE CITY OF ENGLEWOOD, COLORADO ("ENGLEWOOD") FOR SMALL BUSINESS ADVISING, TRAINING, AND TECHNICAL ASSISTANCE IN THE CITY OF ENGLEWOOD

WHEREAS, in furtherance of enhancing economic vitality, implementation of the Englewood Economic Development Strategic Plan and supporting entrepreneurs, the City of Englewood, Colorado desires to contract with Aurora-South Metro Small Business Development Center to perform small business advising, technical assistance, training, and workshops at the Englewood Civic Center, 1000 Englewood Parkway, Englewood, Colorado and/or remotely, as requested; and

WHEREAS, Englewood previously entered into a three-year sponsorship agreement with the SBDC to provide technical assistance and advanced small business services at the local level, and the SBDC performed under the agreement to the satisfaction of Englewood staff; and

WHEREAS, the services provided by the Aurora-South Small Business Development Center are integral to Englewood's economic development program; and

WHEREAS, participants in the grant initiatives offered by the City of Englewood are required to participate in the workshops, training, or advising offered by the Aurora-South Small Business Development Center; and

WHEREAS, Englewood will host these events in municipal facilities at no cost to the Aurora-South Small Business Development, which is a non-cash contribution; and

WHEREAS, the parties desire to enter into an agreement by describing the relationship between the Aurora-South Metro Small Business Development Center and the City of Englewood regarding services that the Aurora-South Metro Small Business Development Center will perform for the City; and

WHEREAS, as a sponsor of the SBDC, the City of Englewood will provide an annual contribution of $20,000 for a three-year sponsorship period to support the program.

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

Section 1. The Intergovernmental Agreement between the Aurora-South Metro Small Business Development Center and the City of Englewood regarding small business advising, training, and technical assistance in the City of Englewood 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. All resolutions or parts 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: _____
RACHEL ALLEN, Deputy City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Tax Rebate Agreement – RK Industries
Item Initiator: Jeannine Rustad, Director, Planning and Business Development
Staff Source/Legal Source: Chad Argentar, Senior Redevelopment Project Manager, Planning and Business Development / Rachel Allen, Deputy City Attorney
Outside Speaker: N/A
Strategic Outcome: Economically Strong: Building a conducive development climate, a diverse mix of industries and housing options, and fostering economic growth so that our community thrives and remains resilient.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 12/15/2025

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)

R2025-148 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AUTHORIZING THE EXECUTION OF THE TAX REBATE AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO ("CITY") AND RK INDUSTRIES, LLC ("COMPANY")
Chad Argentar, Senior Redevelopment Project Manager, Planning and Business Development / Rachel Allen, Deputy City Attorney

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☒ Approve Item as Proposed at Regular Meeting

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.)*

RK Industries is a 62-year old construction and manufacturing company looking to relocate their headquarters to Aurora, along with four of its divisions. Two other states are being considered. Another company division is already located in Aurora. The company has requested incentives to support the establishment of its new operations in Aurora.

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

The company will occupy an existing 154,000 square foot building located at 3301 Leiwston Street, investing an initial $8.5 million in property improvements. Over the first ten years of operations, the company expects to make an additional $74 million in investments, including $47 million in equipment and the remainder in facility upgrades and operations. The project will result in 1,850 new jobs to Aurora, including an initial relocation of 935 jobs with an additional 915 new employees hired over 10 years. The resolution authorizes rebates to the company of 50% of the sales and uses taxes generated by the project from "qualified construction materials" and "qualified equipment" used in the construction and operation of the facility over a 10-year term. The proposed tax rebate agreement would provide tax rebates up to a maximum of $972,254.

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.)

The proposed incentive provides the company with a rebate of 50% of sales and use taxes generated from qualified construction materials and equipment used in the construction and operation of the proposed facility. The maximum rebate will be $972,254 in exchange for a minimum of 10 years of operation and the creation of 1,8450 new, full-time positions in Aurora. During the term of the agreement, the tax rebate will be paid from a projected $2.765 million in new direct City tax revenue.

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 Council wish to provide an incentive for RK Industires, LLC under the terms of the proposed Tax Rebate Agreement?

LEGAL COMMENTS

The city council finds and declares that the health, safety, and welfare of the people of the city are dependent upon the attraction of new private enterprise as well as the expansion and redevelopment of existing private enterprise; that incentives are often necessary in order to attract new private enterprise and to encourage existing private enterprises to redevelop or expand; that providing incentives will stimulate economic development in the city and will result in the creation and maintenance of new jobs; and that the public purpose to be served by providing incentives outweighs any individual interests incidentally served thereby. (City Code Section 130-297).

(a) The terms and conditions of any sales or use tax waiver granted by the city shall be set forth in a written agreement between the city and the taxpayer, approved by resolution of the city council, and executed by the mayor.

(b) The city council may consider the following factors in determining whether to enter into an agreement for the waiver of sales or use tax:

(1) The length of time during which the taxpayer intends to operate the commercial or industrial enterprise.

(2) The number of jobs in the city which are likely to be generated directly or indirectly as a result of the commercial or industrial enterprise.

(3) The extent to which the taxpayer establishing, expanding, or redeveloping the commercial or industrial enterprise intends to encourage its employees at the commercial or industrial enterprise to reside within the city and to recruit new employees from residents of the City.

(4) The extent to which the taxpayer establishing, expanding, or redeveloping the commercial or industrial enterprise intends to contract with city residents and city-based companies for services and goods at the commercial or industrial enterprise.

(5) The extent of capital investment in the City by the taxpayer.

(6) The extent to which the commercial or industrial enterprise will generate other tax revenue for the City, county, and state.

(7) The extent of the public benefits to be derived from the agreement. (City Code Section 130-299).

(Allen)

TAX REBATE AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO, AND RK INDUSTRIES, LLC

THIS AGREEMENT (this "Agreement"), made and entered into as of this ____ day of _____, 2025, by and between the City of Aurora, a home rule municipal corporation of the State of Colorado ("City") and RK Industries, LLC, a Colorado limited liability company (the "Taxpayer"). The City and Taxpayer are collectively referred to as the Parties ("Parties") or individually as Party ("Party").

WITNESSETH:

WHEREAS, Taxpayer is a construction and manufacturing company; and

WHEREAS, Taxpayer is currently seeking a location for their corporate headquarters; and

WHEREAS, Taxpayer is considering relocating their corporate headquarters and three divisions to an existing 154,000 square foot building in Aurora (the "Facility") located at 3301 Lewiston Street (collectively, the "Project"), within the City of Aurora, Colorado;

WHEREAS, locating the Facility in the City is expected to generate significant capital investment and tax revenue for the City, and new employment opportunities for City residents; and

WHEREAS, Section 130-298 of the City Code authorizes the City to negotiate with any taxpayer who establishes, expands or redevelops a commercial or industrial enterprise in the City for the waiver of sales and use tax levied by the City upon such taxpayer as an incentive to the establishment, expansion, or redevelopment of such enterprise ("Waiver"); and

WHEREAS, for the purposes of this Agreement, the Waiver described in Section 130-298 of the City's Code as applied to the Project shall be implemented and operated as a rebate or repayment to the Taxpayer of the City sales and use taxes paid by Taxpayer to the City (including through Taxpayer's contractors and their subcontractors) on building and construction materials and/or fixtures that are installed or incorporated into the Facility; and

WHEREAS, the City has agreed to rebate a portion of the City sales and use tax levied upon Taxpayer (including through Taxpayer's contractors and their subcontractors) as an incentive to and in consideration for Taxpayer's establishment of a commercial enterprise in the City and the employment of City residents who have valid qualifications to fill vacant job positions at said enterprise; and

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and provisions herein contained, the Parties hereto covenant and agree as follows:

1. Rebate of City Sales and Use Tax. Subject to the terms and conditions set forth in this Agreement (including without limitation the rebate process included in paragraph 2 below),

the City hereby agrees to rebate and repay to Taxpayer City sales and use tax paid in connection with the Facility as follows (the "Rebate"):

(a) According to the percentages and periods described in Exhibit A, certain percentages of the total amount of City sales and use tax legally paid in accordance with Section 130-61 of the City Code by Taxpayer (including through Taxpayer's contractors and their subcontractors) with respect to building and construction materials and/or fixtures that are incorporated or installed into the Facility as improvements ("Qualified Construction Materials"); and

(b) According to the percentages and periods described in Exhibit A, certain percentages of the total amount of City sales and use tax paid by the Taxpayer with respect to equipment, building fixtures and other tangible items (where such items qualify as depreciable assets with a purchase price of more than $500) to be used or installed at the Facility or for the benefit of the Facility ("Qualified Equipment"). For purposes of this Agreement, the term "Qualified Equipment" shall not include consumables.

The total amount of the Rebate shall not exceed nine hundred seventy-two thousand five hundred twenty-four dollars ($972,254.00). Rebate eligible costs incurred by the Taxpayer may be accrued for Qualified Construction Materials and Qualified Equipment starting September 1, 2025 and ending ten (10) years after the Start of Term (the "Rebate Period"). The Start of Term commences on the earliest to occur of: 1) the date of issuance of the temporary or final certificate of occupancy for the Facility; 2) if no new certificate of occupancy is required, the date of the first final inspection for any building permit issued at the Facility subsequent to this Agreement; or 3) if no new certificate of occupancy is required, the date which the Taxpayer takes occupancy of the Facility and starts operations (the "Start of Term"). After the Start of Term and subject to Taxpayer's satisfaction of the requirements in paragraphs 2 and 6 of this Agreement, Taxpayer shall have the right to request and receive Rebates in accordance to the terms of this Agreement. The Start of Term must commence within two (2) years of the effective date of this Agreement.

For purposes of this Agreement, City sales and use tax shall include all sales and use taxes included in the City Code other than the 0.25% sales and use tax component described in Section 130-2 of the City Code (dedicated for the purpose of defraying the costs associated with increased staffing of the City police department and the operation and maintenance of the City detention facility).

For purposes of this Agreement, Section 130-298 of the City Code authorizes the City to negotiate with any taxpayer who establishes, expands, or redevelops a commercial or industrial enterprise in the City for the Waiver of sales and use tax levied by the City upon such taxpayer as an incentive to the establishment, expansion, or redevelopment of such enterprise; and the Waiver shall be implemented and operated as a rebate or repayment to the Taxpayer

2. Requirements for Rebate of City Sales and Use Tax. The City hereby agrees to the Rebate, which shall be made contingent upon the following:

(a) With regard to the City sales and use tax levied upon Qualified Construction Materials, the City shall rebate to the Taxpayer a portion of all such taxes described in paragraph 1 and Exhibit A that are paid in connection with the City's issuance of the building permit(s) for the Facility, or any additional such taxes that may be paid at completion of the Facility upon the required building permit tax reconciliation. Taxpayer shall submit a Compliance Report for the applicable Reporting Period as required by paragraph 9 of this Agreement (the "Compliance Report") and prior to such submission or at the same time the Taxpayer shall submit any request for the Rebate to the City. The City shall have 120 days from the date of receipt from Taxpayer complete documentation of both the Rebate Request and Compliance Report pursuant to paragraph 9 to review the request, agreement compliance, confirm the taxes eligible for rebate, and rebate such eligible taxes to the Taxpayer.

(b) With regard to the sales or use tax levied upon Qualified Equipment, the City shall rebate a portion of all such taxes described in paragraph 1 and Exhibit A. Taxpayer shall submit a Compliance Report for the applicable Reporting Period as required by paragraph 9 of this Agreement and prior to such submission or at the same time the Taxpayer shall submit any request for the Rebate to the City. The City shall have 120 days from the date of receipt of both the Compliance Report from the Taxpayer pursuant to paragraph 9 and Rebate request from the Taxpayer to review the request, confirm the taxes eligible for rebate, and rebate such eligible taxes to the Taxpayer.

(c) In no event shall City sales or use tax be rebated on any transaction eligible for rebate under this Agreement unless and until Taxpayer has submitted building permits, invoices, or other evidence reasonably acceptable to the City of the payment of such tax by Taxpayer (including, with respect to Qualified Construction Materials, through Taxpayer's contractors and their subcontractors, and including, with respect to Qualified Equipment, through collection of such tax from the Taxpayer by its respective vendors, suppliers and retailers licensed the City, and the remittance of such tax by such licensed parties to the City). Notwithstanding anything in this Agreement to the contrary, Taxpayer shall have up to ninety (90) days following the expiration of the Rebate Period within which to submit a request for Rebate to the City ("Rebate Request"); provided that in no event shall the City be obligated to accept any such Rebate Request after expiration of the Rebate Period. Furthermore, Rebate Requests for Qualified Equipment expenditures must be received by the City within twenty-four (24) months of the invoice date of the relevant Qualified Equipment item(s) in order to be eligible for rebate to the Taxpayer. The amount of any such Rebate for Qualified Equipment shall be included in the total amount of the City sales and use tax rebate granted pursuant to this Agreement (including for purposes of the overall Rebate limit described in Section 1 above.

(d) City sales and use tax will not be rebated for any Reporting Period until and unless the Compliance Report for the applicable Reporting Period as required by paragraph 9 of this Agreement has been submitted by the Taxpayer that demonstrates the

Taxpayer has caused to create a Full-time employee count and Average Annual Salary that has not fallen below the minimum requirements in Period 1 through Period 11 as described in Exhibit A City sales and use tax will not be rebated for any Reporting Period until and unless the Taxpayer has caused to create and maintain the required number of full-time jobs in Aurora and at the Facility, as set forth in paragraph 6 and Exhibit A of this Agreement.

(e) City sales and use taxes included in any Rebate Request submitted by the Taxpayer must have been paid during and correspond with the most recent Reporting Period, the exception being that eligible taxes paid from the start of the Rebate Period through the Start of Term may be included in the first Rebate Request corresponding with Reporting Period 1.

(f) City sales and use taxes on Qualified Construction Materials and Qualified Equipment that has been rebated to the Taxpayer and subsequently refunded to the relevant purchaser as part of a refund claim or building permit tax reconciliation shall be deducted from a subsequent Rebate Request (or, in the event there are no further Rebate Requests, returned by the Taxpayer to the City).

3. Limitation on the Rebate. In no event shall the total amount of the Rebate at any time hereunder exceed the total amount of City sales and use tax revenue actually generated by, or in connection with the construction, equipping, and operation of, the Facility.

4. Location of Facility. The Facility shall be located in the City. Only Taxpayer's operations at the Facility during the Rebate Period (and construction of any portion of the Facility at any time prior to the commencement of the Rebate Period) shall be eligible for consideration of Taxpayer's economic impact upon the City for purposes of this Agreement.

5. Length of Operation. At a minimum, Taxpayer shall operate the Facility in the City for a period of ten (10) years ("Operation Period") from the Start of Term. If, at any time prior to that date, Taxpayer decides to permanently terminate its operations at the Facility, Taxpayer shall provide the City with written notice of such decision no later than thirty (30) days prior to the actual termination of operations.

6. Creation of Jobs. Taxpayer hereby commits that the Taxpayer shall create and maintain jobs at the Facility in the City in accordance with the schedule in Exhibit A. Such created and maintained jobs shall be limited to full-time and full-time equivalent contracted employees hired for a wage, salary, fee or payment to perform work for Taxpayer at the Facility and shall not include temporary construction jobs. The average annual salary shall be no less than in the schedule in Exhibit A, exclusive of benefits, for the applicable periods; provided that for any period that is less than one full year, such average annual salary shall be prorated. Bonus amounts shall be equitable among employees and no one employee, or group of upper-management employees, will receive a majority or fifty percent (50%) of the bonus to account for the average annual salary requirement.

A minimum of the Average Annual Salary as set forth in Exhibit A, exclusive of benefits, shall be maintained throughout the ten (10)-year period commencing upon the first December 31

following the first anniversary date of the Start of Term.

The Average Annual Salary shall be determined by dividing the total payroll paid to the employees at the facility (exclusive of benefits) by the total number of full-time and full-time equivalent contracted employees at the facility. Full-time and full-time equivalent contracted employees are those working on average 32 paid hours per week or 1,820 hours over the course of a year at the Facility during the Reporting Period in Exhibit A ("Reporting Period"). Full-Time Employees shall not include persons occupying or previously occupying either a contract position or a position that was under contract to a third-party vendor. Total compensation is per W-2, Box 16 for employees.

7. Employees Residing Within City. Taxpayer shall use commercially reasonable efforts to promote the fact that the Facility is located within the City. In addition, Taxpayer shall use commercially reasonable efforts to recruit new employees from existing residents of the City.

8. Promotion of Location within City. Taxpayer shall make commercially reasonable efforts to not intentionally misrepresent to the general public the Facility's municipal location. Nothing herein shall restrict Taxpayer from making general statements regarding the location of the Facility or Project (without reference to Aurora) in a manner consistent with the disclosure of its other facilities (e.g. the Facility is one of 10 such facilities in Colorado). If the City determines Taxpayer has not materially complied with this requirement, the City will provide written notice to the Taxpayer and the Taxpayer will make commercially reasonable efforts to cure such non-compliance.

9. Compliance Reporting Requirements. Within 120 days following the close of each calendar year during the Rebate Period, commencing on the completion of Period 1, Taxpayer shall submit a written report to the City concerning its local operations (the "Compliance Report") for the 12-month Reporting Period ending December 31 of the same calendar year. Upon written notification to the City, Taxpayer shall be granted an additional thirty (30) days to submit the Compliance Report. The Compliance Report shall generally be in the form set out in Exhibit B to this Agreement. In no event shall the City be required to review a Rebate Request until the corresponding Compliance Report for the applicable Reporting Period is submitted to the City by Taxpayer as required in this Agreement. Taxpayer shall certify in the Compliance Report that it is in compliance with its various obligations hereunder and shall provide the following information to the City:

(a) The number of Taxpayer employees at the Facility, the total hours worked by each such employee, and the total amount paid to each such employee, and the average hourly wage paid to such employees during the preceding calendar year (as shall be prorated for any partial year employment); and

(b) A brief description of any coordination efforts with the City to promote the fact that the Facility is located within the City, if any, and the percentage of full-time employees that reside within the City.

(c) Any information that would lead a reasonably prudent person to conclude that Taxpayer will either reduce or terminate operations at the Facility during the

ensuing calendar year.

In no event shall Taxpayer be required to disclose the names or other sensitive personally identifiable information (such as social security numbers, home addresses, or telephone numbers) of specific employees, or any trade secrets, privileged information, confidential commercial or financial information as part of the Compliance Report.Upon the City's prior written request, the Taxpayer shall allow the City to review the records and documents electronically or those on location at the Facility that are directly related to the Compliance Reports for the sole purpose of verification of the information contained in the Compliance Reports; provided, however, such review must be done during normal business hours no more than once per calendar year, the City shall not be permitted to photocopy or make electronic records of any documentation, the Taxpayer may withhold any information it reasonably deems to be sensitive, confidential, or privileged information, and the City agrees it will make best efforts not to interrupt the Taxpayer's business with such reviews.

Taxpayer shall submit a final compliance report ("Final Compliance Report") to the City within ninety (90) days after the 10th Anniversary of the Start of Term, which Final Compliance Report shall contain the certifications in Exhibit B concerning Taxpayer's compliance with the terms of this Agreement.

10. Compliance with Laws. Taxpayer hereby warrants to the City that, as of the Start of Term to the Taxpayer's knowledge, the Facility shall be in material compliance with all applicable zoning and other federal, state, county, and City statutes, rules, regulations, and ordinances, subject to any waivers or variances that Taxpayer may obtain at the Start of the Term. Approval of this Agreement by the City does not imply the approval of any development plan related to the Facility, and the City makes no express or implied representation, assurance, or commitment in this Agreement that Taxpayer may lawfully construct, occupy, and operate the Facility. Taxpayer acknowledges its obligations to engage in the normal City approval processes applicable to the Project and Facility, which may include zoning, building, licensing, inspection, and other requirements as may be applicable to constructing, occupying, or operating the Facility.

11. Taxpayer's Failure to Meet Obligations.

a. Termination of Operations. If, for any reason, Taxpayer should fully terminate its operations of the Facility at any time prior to the expiration of the Operation Period, as described in paragraph 5 of this Agreement, then Taxpayer shall, within thirty (30) days following written demand therefor by the City, repay to the City an amount equal to ten percent (10%) of the Rebate actually received by Taxpayer pursuant to this Agreement, multiplied by the total number of full calendar years remaining in said period, which payment shall be deemed full satisfaction of Taxpayer's obligations under this Agreement.

b. Jobs below Minimum Requirements. If, for any reason, Taxpayer should fail to achieve 90% of the job creation and retention requirements set forth in paragraph 6 of this Agreement in any of the periods set out in paragraph 6, then Taxpayer shall, within sixty (60) days following written demand therefor by the City, repay to the City an amount calculated in accordance with the following formula:

((Total Rebate actually received by Taxpayer ÷ Minimum jobs required to be created) x Number of jobs below minimum required to be created)) x 10% = Amount to be repaid

Taxpayer's compliance with said job retention and creation requirements shall be measured for each period identified in paragraph 6 and Exhibit A.

c. Failure to Comply with Compliance Reporting Requirements. If the Taxpayer fails to provide a Compliance Report to the City in compliance with the requirements of paragraph 9 of this Agreement, the City shall have the right to terminate this Agreement with ninety (90) days written notice to Taxpayer. Taxpayer shall have ninety (90) days from receipt of such notice to cure any such alleged non-compliance. If it is determined that Taxpayer failed to meet the job creation and retention requirements set forth in paragraph 6 of this Agreement during any such period it failed to submit any Compliance Report(s) in compliance with the requirements of paragraph 9 of this Agreement, Taxpayer shall be obligated to repay to the City an amount calculated in accordance with the formula included in paragraph 11(b) above.

d. Lien. In the event that Taxpayer fails to repay such taxes and fees within the time provided for herein, the City hall impose its lien in the full amount of the unpaid taxes and fees and accrued interest upon all of the tangible personal property of or used by Taxpayer at the Facility as provided in Section 130-74 of the City Code. Such lien shall be in the full amount of the unpaid taxes and fees and accrued interest and shall be a first lien on such property, which shall take precedence over other liens or claims of whatever kind or nature, except any liens for the non-payment of property tax and State sales and use tax. In addition to said lien, the City shall have all other rights and remedies granted to it by state and local law for the collection of unpaid taxes and fees and accrued interest; provided that the City's damages shall be limited to full repayment of any taxes, interest, and other fees directly attributable to a Rebate that is required to be repaid by Taxpayer to the City pursuant to this Agreement.

12. Right to Terminate Agreement Without Cause. Any extension of the Rebate beyond the close of the then current fiscal year shall be subject to the right of City Council or Taxpayer to terminate this Agreement as provided in this paragraph. If, on or before the final day of the fiscal year, either the City Council or Taxpayer, in their sole discretion and for any reason, determines that the rebate of City sales and use tax should not continue on into the ensuing fiscal year, it may terminate this Agreement upon immediate written notice to the other party. In such event, Taxpayer shall be entitled to claim such portion of the Rebate accruing through and including the final day of the then current fiscal year. The termination of this Agreement shall be without penalty and recourse to the terminating party, except as otherwise set forth in this paragraph. If the Taxpayer elects to terminate this Agreement pursuant to this paragraph, then Taxpayer shall, within sixty (60) days following written demand therefor by the City, promptly repay to the City an amount equal to ten percent (10%) of the Rebate actually received by Taxpayer pursuant to this Agreement, multiplied by the total number of calendar years remaining in said period, which payment shall be deemed full satisfaction of Taxpayer's obligations in this Agreement. Should either party fail to timely deliver a notice of termination of this Agreement under the terms of this paragraph, such rebate shall be deemed automatically renewed and in full force and effect for the ensuing fiscal year, provided that such year falls within the Rebate Period.

13. Effective Date. The City's commitment to provide the rebate of City sales and use tax described herein shall become effective upon the Mayor's signature following approval of this Agreement by the City Council and the expiration of the City Council reconsideration period. This Agreement should be signed by Taxpayer and delivered to the City at least 21 days prior to City Council approval.

14. Non-Assignability. The City's commitment to provide the rebate of City sales and use tax described herein is made in favor of Taxpayer only and, as such, this Agreement is not assignable by Taxpayer, nor is it transferable by operation of law or otherwise to any entity, except with the prior written consent of the City Manager of the City. This City shall not unreasonably withhold such consent.

15. Amendment. This Agreement may be amended only with the prior written consent or approval of each of the Parties hereto by an agreement in writing duly authorized and executed by the Parties with the same formality as this Agreement.

16. Entire Agreement. Except as may otherwise be provided herein, this Agreement constitutes the entire understanding among the Parties with respect to the subject matter hereof and neither party has relied upon any fact or representation not expressly set forth herein.

17. No Implied Terms. No obligations, agreements, representations, warranties, or certifications, expressed or implied, shall exist as among the Parties except as expressly stated herein.

18. Headings for Convenience. All headings and captions used herein are for the convenience of the Parties only and are of no meaning in the interpretation or effect of this Agreement.

19. Open Records. The City will comply with the Colorado Open Records Act in connection with any requests for this Agreement or any documents or information related to or prepared in connection therewith, and if the City receives a request for information under such act, the City will promptly notify Taxpayer of the request.

20. Applicable Law; Venue; Waiver of Jury Trials. This Agreement shall be interpreted and enforced according to the laws of the State of Colorado, without regard to the choice of law thereof. The Parties agree that venue for any litigated disputes regarding this Agreement shall be the federal and state courts in and for Arapahoe County, Colorado. Each Party hereby agrees that any litigated dispute regarding this Agreement shall be tried to a judge without a jury and expressly waives any right to a trial by jury.

21. Severability. Each paragraph of this Agreement is intertwined with the others and is not severable unless by mutual consent of the Parties. Should the waiver or rebate of City sales and use tax as expressly provided in this Agreement be judicially adjudged to be illegal, invalid, or unenforceable under present laws effective during the term of this Agreement, or contrary to public policy by a court of competent jurisdiction, this Agreement shall immediately terminate without penalty or recourse to the City or Taxpayer. Otherwise, should any one or more of the provisions

of this Agreement be judicially adjudged illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement or contrary to public policy by a court of competent jurisdiction without a corresponding determination being made with regard to such waiver or rebate itself, and the basis of the bargain between the Parties hereto is not destroyed or rendered ineffective thereby, the remainder of this Agreement shall not be affected, impaired, or invalidated, the intent of the Parties being that such provision or provisions are severable.

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

23. No Attorney's Fees or Costs. In the event of any litigation, non-binding mediation or other dispute resolution process arising out of this Agreement, the Parties agree that each party is responsible for it its own legal expenses.

24. Expenses and Apportionment. Except as otherwise expressly set forth in this Agreement, each of the Parties will bear its own expenses in connection with the transactions contemplated by this Agreement.

25. Joint Draft. The Parties agree they drafted this Agreement jointly with each having the advice of legal counsel and an equal opportunity to contribute to its content.

26. Intent of Agreement. This Agreement is intended to describe the rights and responsibilities of and between the Parties and is not intended to and shall not be deemed to confer any rights or responsibilities upon any persons or entities not signatories hereto.

27. Notices. All notices, consents, reports, demands, requests and other communications required or permitted hereunder ("Notices") shall be in writing, and shall be: (a) personally delivered with a written receipt of delivery; (b) sent by a nationally recognized overnight delivery service requiring a written acknowledgement of receipt or providing a certification of delivery or attempted delivery; or (c) sent by PDF or email with an original copy thereof transmitted to the recipient by one of the means described in subsections (a) or (b). All Notices shall be deemed effective when actually delivered as documented in a delivery receipt; provided, however, that if the Notice was sent by overnight courier or mail as aforesaid and is affirmatively refused or cannot be delivered during customary business hours by reason of the absence of a signatory to acknowledge receipt, or by reason of a change of address with respect to which the addressor did not have either knowledge or written notice delivered in accordance with this paragraph, then the first attempted delivery shall be deemed to constitute delivery; and provided further, however, that Notices given by PDF or email shall be deemed given when received. All Notices shall be sent to the addressee at its address set forth below or any other such address as either party may hereafter designate by written notice to the other party.

FOR THE CITY:

City of Aurora, Colorado
15151 East Alameda Parkway, Suite 2300

Aurora, Colorado 80012
Attn: Business Development
Email: cargenta@auroragov.org

with a copy to:

City of Aurora, Colorado
15151 East Alameda Parkway, 5th Floor
Aurora, Colorado 80012
Attn: City Attorney's Office
Email: rallen@auroragov.org

FOR COMPANY:
RK Industries
3301 Lewiston Street
Aurora, CO 80011
Attn: Celestina Jimenez, Vice President General Counsel
Email: Celestina.Jimenez@rkindustries.com

(remainder of page intentionally left blank)

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

CITY	COMPANY
CITY OF AURORA, COLORADO	RK INDUSTRIES, LLC
_____	Celestin Jimenez _____
Mike Coffman, Mayor	Celestina Jimenez, Vice President General Counsel
_____	_____
Date of Signature	Date of Signature

ATTEST:

_____
Kadee Rodriguez, City Clerk

_____
Date of Signature

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: _____
RACHEL ALLEN, Deputy City Attorney

EXHIBIT A

Period	Reporting Period	Rebate Percentage of Qualified Sales and Use Taxes	Minimum Number FTE at End of Period**	End of Year Average Annual Salary****
0*	Start of Rebate Period through Start of Term	50%	N/A	N/A
1	Start of Term through December 31 of the SAME YEAR	50%	1143 (1029)***	$71,526
2	January 1 through December 31 of the following year	50%	1262 (1136)	$73,314
3	January 1 through December 31 of the following year	50%	1336 (1202)	$75,147
4	January 1 through December 31 of the following year	50%	1410 (1269)	$77,026
5	January 1 through December 31 of the following year	50%	1480 (1332)	$78,951
6	January 1 through December 31 of the following year	50%	1550 (1395)	$80,925
7	January 1 through December 31 of the following year	50%	1620 (1458)	$82,948
8	January 1 through December 31 of the following year	50%	1690 (1521)	$85,022
9	January 1 through December 31 of the following year	50%	1760 (1584)	$87,147
10	January 1 through December 31 of the following year	50%	1850 (1665)	$87,147
11	10th anniversary date of the Start of Term.	50%	1850 (1665)	$89,326

* No Compliance Report required under Section 9 for Period 0.

** Figures in parenthesis represent a 10% reduction in the minimum number of jobs required for that Reporting Period to accommodate fluctuations in employment.

*** Required Minimum if Taxpayer requests a rebate during Period 1.

**** No one employee, or group of upper-management employees, will receive a majority or fifty percent (50%) of the bonus to account for the average annual salary requirement.

EXHIBIT B

COMPANY COMPLIANCE REPORT SAMPLE FORMAT

_____, 20XX

Business Services Manager
Planning & Development Services
City of Aurora
15151 E. Alameda Parkway
Aurora, CO 80012

Re: COMPLIANCE REPORT/REBATE REQUEST: Pursuant to the Tax Rebate Agreement between the City of Aurora, Colorado and Taxpayer dated _____ ("Agreement")

_____:

Taxpayer is submitting this compliance report as required by the above referenced Agreement.

Please provide a brief narrative of current operations and project status and state that "Taxpayer certifies that they are in full compliance with the various obligations of the Agreement as described below*". If not in full compliance, explain why. If a rebate request is being submitted at the same time, please complete the "rebate request" section.*

AGREEMENT OBLIGATIONS

- **Location of Facility (Paragraph 4 of the Agreement):** *State how you are complying with this requirement.*

- **Length of Operation (Paragraph 5 of the Agreement):** *State how you are complying with this requirement and reference the Start of Term (Paragraph 1).*

- **Creation of Jobs (Paragraph 6 and Exhibit A of the Agreement):** *Reference "anniversary date" and provide tables showing jobs/salaries provided vs actual:*

	Required Jobs	**Actual Jobs**	**Difference**
Period 1	_____	_____	_____
Period 2	_____	_____	_____
Period 3	_____	_____	_____
Etc.			

	Ave Salary/Wage	**Actual**	**Difference**
Year 1	$_____	$_____	+/- $_____
Year 2	$_____	$_____	+/- $_____
Year 3	$_____	$_____	+/- $_____
Etc.			

In no event shall Taxpayer *be required to disclose the names or other sensitive personally identifiable information (such as social security numbers, home addresses or telephone numbers) or specific employees, or any trade secrets, privileged information, confidential commercial or financial information.*

- **Employees Residing Within City (Paragraph 7 of the Agreement):** *Describe efforts made to review applications for employment at the facility from qualified job seekers recommended to the* Taxpayer *by the local county workforce development office, if any.*

REBATE REQUEST

If your Compliance Report also has a Rebate request in it, please summarize your requested Rebate here and attach supporting documentation (summary, proof of payment, etc.)

Qualified Construction Materials *(if applicable to your agreement)*

For any Building Use Taxes paid that was not waived at the counter, please provide a summary of amounts paid and the Rebate request here. On separate sheets, provide a spreadsheet and supporting documentation for building use taxes paid, including upon building use tax reconciliation:

Example

Paid Date	Contractor	Permit Summary	Amount Paid	Rebate Requested
Total				

Qualified Equipment *(if applicable to your agreement)*

For taxes on Qualified Equipment (including Qualified Equipment purchased as set forth in Section 2(b) of the Agreement), please summarize amounts and rebate requested here. On separate sheets, provide a spreadsheet that itemizes qualified equipment purchases.

Example

Paid Date	Vendor	Equipment Description	Amount Paid	Unit Price	Rebate Requested
Total					

RESOLUTION NO. R2025- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AUTHORIZING THE EXECUTION OF THE TAX REBATE AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO ("CITY") AND RK INDUSTRIES, LLC ("TAXPAYER")

WHEREAS, Taxpayer is a construction and manufacturing company; and

WHEREAS, Taxpayer is currently seeking a location for their corporate headquarters; and

WHEREAS, Taxpayer is considering relocating their corporate headquarters and three divisions to an existing 154,000 square foot building in Aurora (the "Facility") located at 3301 Lewiston Street (collectively, the "Project"), within the City of Aurora, Colorado; and

WHEREAS, locating the Facility in the City is expected to generate significant capital investment and tax revenue for the City, and new employment opportunities for City residents; and

WHEREAS, Section 130-298 of the City Code authorizes the City to negotiate with any taxpayer who establishes, expands or redevelops a commercial or industrial enterprise in the City for the waiver of sales and use tax levied by the City upon such taxpayer as an incentive to the establishment, expansion, or redevelopment of such enterprise ("Waiver"); and

WHEREAS, for the purposes of this Agreement, the Waiver described in Section 130-298 of the City's Code as applied to the Project shall be implemented and operated as a rebate or repayment to the Taxpayer of the City sales and use taxes paid by Taxpayer to the City (including through Taxpayer's contractors and their subcontractors) on building and construction materials and/or fixtures that are installed or incorporated into the Facility; and

WHEREAS, the City has agreed to rebate a portion of the City sales and use tax levied upon Taxpayer (including through Taxpayer's contractors and their subcontractors) as an incentive to and in consideration for Taxpayer's establishment of a commercial enterprise in the City and the employment of City residents who have valid qualifications to fill vacant job positions at said enterprise; and

WHEREAS, the total amount of the Rebate shall not exceed nine hundred seventy-two thousand five hundred twenty-four dollars ($972,524.00); and

WHEREAS, Chapter 130-299 of the City Code requires the terms and conditions of any sales and use tax incentive be set forth in a written agreement between the parties, which agreement must be approved by resolution by the City Council and executed by the Mayor; and

WHEREAS, the City finds and determines that entering into this Agreement is in the best interests of Aurora citizens.

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

Section 1. The Tax Rebate Agreement between the City of Aurora and RK Industries, LLC regarding the corporate headquarters 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. All resolutions or parts 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: _____
RACHEL ALLEN, Deputy City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Colorado State Forest Service Funding Agreement (Resolution)
Item Initiator: Matthew Ashley, Water Resource Specialist II, Aurora Water
Staff Source/Legal Source: Richard Vidmar, Water Resources Manager, Aurora Water / Ian Best, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Safe: Promoting safety in our built environment through effective administration of city codes and ordinances and responding to emergencies appropriately to preserve and enhance the community's sense of security and well-being.

COUNCIL MEETING DATES:

Study Session: 11/17/2025

Regular Meeting: 12/15/2025

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)

A waiver of reconsideration is requested in order to secure the funding from the 2025 budget year for which funds have already been allocated.
Richard Vidmar, Water Resources Manager, Aurora Water / Ian Best, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

☒ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Water Policy

Policy Committee Date: 9/21/2022

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 July 20, 2022, the Water Policy Committee supported moving a Memorandum of Understanding for the Use and Benefit of Colorado State Forest Service forward to Study Session.

On August 22, 2022, the City Council of the City of Aurora APPROVED A RESOLUTION for a Memorandum of Understanding for the Use and Benefit of Colorado State Forest Service as item 11d.

On October 19, 2022 the Water Policy Committee supported moving an Intergovernmental Agreement for the use and benefit of the Colorado State Forest Service forward to Study Session.

On November 14, 2022, the City Council approved an Intergovernmental Agreement for the use and benefit of the Colorado State Forest Service as item 11x.

On October 15, 2025, the Water Policy Committee supported moving and Intergovernmental Agreement for the use and benefit of the Colorado State Forest Service forward to the November 3, 2025 Study Session.

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

This request is to approval of a service agreement under the Intergovernmental Agreement (IGA) framework to provide funding for forest health treatment projects for watershed protection in partnership with the Colorado State Forest Service (CSFS). Funding from the City of Aurora will be used by CSFS to complete forest health treatments in Aurora Water's high priority areas in the upper South Platte watershed, upstream of Strontia Springs Reservoir, and the upper Arkansas River watershed.

Aurora Water is a member of the Upper South Platte Partnership (USPP) and work done in this area by the CSFS is done in collaboration the USPP. The work will be prioritized according to Aurora Water's Source Water Protection Plan and guided with on-the-ground local input from the USPP partners. A portion of the funding will assist the USPP with operational costs including staffing, meeting expenses, and maintaining the USPP website. Funding from this agreement will also support forest health treatment projects on US Forest Service (USFS) lands in the upper Arkansas River watershed in the areas surrounding Turquoise Reservoir and Twin Lakes under a Good Neighbor Authority (GNA) agreement between CSFS and USFS. The GNA supports a CSFS forester staff position based in the CSFS Salida office to manage the forestry work on USFS lands.

This GNA funding for work on USFS lands takes the place of a previously planned collection agreement with the USFS, styreamlining two agreements into one. The total commitment from Aurora Water is $825,000 over 3 years beginning in 2025 and ending in 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.)

Funding will be available in the Water Fund Operating Budget in the amount of $825,000 over three (3) years. ($275,000 for each of the three years).

CC-52018/FD-500/SC-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 the Council support moving a Resolution for an Intergovernmental Agreement regarding forest restoration and watershed protection to the November 17, 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). (Cann)

RESOLUTION NO. R2025- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF THE UNIVERSITY SERVICES AGREEMENT BETWEEN THE CITY OF AURORA ACTING BY AND THROUGH ITS UTILITY ENTEPRISE AND THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM ACTING BY AND THROUGH COLORADO STATE UNIVERSITY REGARDING FOREST RESTORATION AND WATERSHED PROTECTION

WHEREAS, the City of Aurora, acting by and through its Utility Enterprise ("Aurora Water") and The Board of Governors of The Colorado State University System, acting by and through Colorado State University, an institution of higher education of the State of Colorado ("University"), for the use and benefit of the Colorado State Forest Service seek to enter an intergovernmental agreement ("Agreement") for Aurora Water to provide two hundred seventy five thousand dollars ($275,000) per year to support the Colorado State Forest Service ("CSFS") in implementing forest management activities and other services; and

WHEREAS, the University and the CSFS perform certain forest health duties to reduce risk of wildfires; and

WHEREAS, Aurora Water shall contribute costs to be used for National Environmental Policy Act ("NEPA") planning, environmental planning/clearances, supplies, labor/work, and surveys to prepare project areas for forestry, fuels reduction, or prescribed fire projects; and

WHEREAS, upon financial contribution, CSFS will provide an array of forest stewardship and vegetation management services to implement wildfire risk reduction and forest restoration activities to protect Aurora's watersheds on non-federal lands within Aurora Water's priority areas according to Aurora Water's Source Water Protection Plan; and

WHEREAS, Aurora Water will assist in implementing the Good Neighbor Authority Projects, with a focus on the Twin Lakes and Turquoise Lake watersheds in the Arkansas River Basin; and

WHEREAS, the Upper South Platte Partnership project will lower the risk of high impact wildfires to Aurora Water's watershed upstream of Strontia Springs Reservoir thereby reducing the likelihood of erosion threatening the reservoir; and

WHEREAS, the Upper South Platte Partnership project partially funded through the Agreement is necessary and beneficial to the health, safety, and welfare of the people of the 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 University Services Agreement between Aurora Water and Colorado State Forest Service regarding Forest Restoration and Watershed Protection 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. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

Section 4. Approval of this resolution shall include a waiver of 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: Ian J Best RLA
IAN BEST, Assistant City Attorney

University Services Agreement
Colorado State Forest Service and Aurora Water
Forest Restoration and Watershed Protection

This University Services Agreement ("Agreement") is entered into on the last date of signature ("Effective Date"), by and between The Board of Governors of The Colorado State University System, acting by and through Colorado State University, an institution of higher education of the State of Colorado ("University"), for the use and benefit of the Colorado State Forest Service, and the City of Aurora, a Colorado home rule municipal corporation of the counties of Adams, Arapahoe, and Douglas, acting by and through its Utility Enterprise, whose address is 26971 E Quincy Ave, Aurora, CO 80016 ("Client"). University and Client shall be referred to individually as "Party", and coactively as "Parties".

NOW THEREFORE, in consideration of the above and the mutual promises contained herein, the Parties agree as follows:

1. **Independent Contractors.** It is understood and agreed by the Parties that the University is an independent contractor with respect to the Client and that this Agreement is not intended and shall not be construed to create an employer/employee or a joint venture relationship between the University and the Client. The University shall be free from the direction and control of the Client in the performance of the University's obligations under this Agreement, except that the Client may indicate specifications, standards, requirements, and deliverables for satisfaction of the University's obligations under this Agreement.

2. **Term.** This Agreement shall be effective commencing on the date of final signature (the "Effective Date") and shall terminate three (3) years thereafter, unless sooner terminated as provided herein or extended by written agreement of the parties.

3. **Scope of Work.** The University agrees to perform the services described in the Scope of Work attached hereto ("Services") and made a part hereof as Exhibit A, under the direction and supervision of the Principal Investigator, whose name appears in Exhibit A.

4. **Payment.** The Client agrees to pay the University for the Services performed under this Agreement as follows (check one):

   ☐ In a fixed price amount of _____ payable fifty percent (50%,) upon execution; forty percent (40%) at mid-project; ten percent (10%) upon University's submission of the final report; OR

   ☒ In accordance with the payment terms set forth in the Scope of Work, Exhibit A attached hereto.

5. **Ownership of Information.** At all times during and following the term of this Agreement, including any extensions or renewals hereof, all records, information and data provided to the University by the Client or developed during the performance of the Services under this

Agreement by the University and/or the Client ("Project Records") shall be and remain the sole property of the Client. The University retains the right to use the Project Records for academic and research purposes. Except as provided in Paragraph 7 of this Agreement, any Project Records shall be provided to or returned to the Client upon request after termination of this Agreement.

6. **Reporting Requirements.**
   6.1 The University agrees that all Project Records as defined in the Scope of Work or detailed description thereof shall be made available to Client at any reasonable time, subject to the reporting requirements set forth in the Scope of Work.
   6.2 Client shall have the right to audit the records of the University, to the extent such records are related to the Services performed under this Agreement, during normal business hours and upon reasonable notice to University. Such audit may include the financial records of University relating to the Services. University shall reasonably cooperate with Client in satisfying any requirement or order issued by any governmental agency or court, including but not limited to the inspection of University's records or facility.

7. Confidentiality.
   7.1 Each Party has certain documents, data, information, and methodologies that are confidential and proprietary to that party ("Confidential Information"). During the term of this Agreement, either party may, as the "Disclosing Party," disclose its Confidential Information to the other Party (the "Recipient"), in writing, visually, or orally. Recipient shall receive and use the Confidential Information for the sole pwpose of the performance of this Agreement, and for no other purpose (except as may be specifically authorized by the Disclosing Party, in writing). Recipient agrees not to make use of the Confidential Information except for such Services and agrees not to disclose the Confidential Information to any third party or parties without the prior written consent of the Discloser.

   7.2 Recipient shall use its reasonable best efforts to preserve the confidentiality of the Confidential Information (using the same or similar protections as it would as if the Confidential Information were Recipient's own, and in any event, not less than reasonable care). Recipient shall obligate its affiliates with access to any portion of the Confidential Information to protect the proprietary nature of the Confidential Information.

   7.3 "Confidential Information" shall not include, and Recipient shall have no obligation to refrain from disclosing or using, information which:
      7.3.1 is generally available to the public at the time of this Agreement;

      7.3.2 becomes part of the public domain or publicly known or available by publication or otherwise, not through any unauthorized act or omission of Recipient;

      7.3.3 is lawfully disclosed to the Recipient by third parties without breaching any obligation of non-use or confidentiality;

7.3.4 has been independently developed by persons in Recipient's employ or otherwise who have no contact with Confidential Information, as proven with written records; or

7.3.5 is required to be disclosed by law; provided that, in the event that Recipient is required to redisclose Confidential Information under this subsection 7.3.5, it will promptly notify the Disclosing Party, and the Disclosing Party may, at its sole discretion and expense, initiate legal action to prevent, limit or condition such redisclosure.

7.4 With respect to 7.3.5, both Parties are subject to the Colorado Open Records Act, C.RS. §§ 24-72-200.1, et seq. ("CORA"). If disclosure of any Confidential Information is required pursuant to CORA, the Party receiving the request shall reasonably cooperate with the other Party to review and identify any information not subject to disclosure. However, University and Client shall individually retain the right to proceed in the manner it believes, in its sole discretion and judgment, is required to be compliant with the law.

7.5 Notwithstanding any other provision of this Agreement, a party may retain one copy of the other party's Confidential Information in its confidential files, for the sole purpose of establishing compliance with the terms hereof.

8. **Equipment.** Unless otherwise provided in the Scope of Work or in a writing signed by the Parties, all equipment purchased by University with funds provided under this Agreement for use in connection with this Agreement shall be the property of the University, and shall be dedicated to providing Services under this Agreement while this Agreement is in effect.

9. **Liability; Insurance.** Each Party hereto agrees to be responsible for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent allowed by law. Liability of the University, and Client, if Client is 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. secs. 24-10-101, *et seq.* as now or hereafter amended. Nothing in this Agreement shall be construed as a waiver of the protections of said Act. As institutions of the State of Colorado, neither Client nor CSU are authorized to indemnify any party, public or private, as against the claims and demands of third parties and any such indemnification provision in this Agreement shall be null and void.

(Only if checked ☐) During the term hereof, Client represents and warrants that it has and will maintain general liability insurance covering itself and its employees, if any, in the performance of this contract, in an aggregate amount of not less than One Million Dollars ($1,000,000.00), or $___, whichever is less, all or part of which may be self-insured. Client will furnish University with a certificate evidencing such insurance upon written request.

10. **Exclusive Warranty; Disclaimer.** University warrants that all deliverables provided under this Agreement will be provided substantially in accordance with the Scope of Work and/or written protocol provided by Client. All other warranties, express and implied, are hereby

expressly disclaimed Including warranties of merchantability and fitness for a particular purpose. University does not perform any services under this agreement that may be subject to FDA Regulations, e.g. GMP, cGMP, GLP, GCP work/services. University shall not be liable for any indirect, special, incidental, consequential, or punitive loss or damage of any kind, including but not limited to lost profits (regardless of whether or not University knows or should know of the possibility of such loss or damages). The liability of either Party under this Agreement shall not exceed the amount paid or payable to the University under this Agreement.

11. **Use of Tradenames and Service Marks.** Neither Party obtains by this Agreement any right, title, or interest in, or any right to reproduce or to use for any purpose, the name, tradenames, trade, or service marks, or logos ("Marks"), or the copyrights of the other Party. Neither Party will include the name of the other Party or of any employee of that Party in any advertising, sales promotion, or other publicity matter without the prior written approval of that other Party. In the case of the University, prior written approval is required from the Vice President for External Relations, or designee. In the case of the Client, prior written approval is required from an authorized representative of the Client.

12. **Termination.** Either Party may terminate this Agreement, without cause, upon not less than sixty (60) days' written notice, given in accordance with the Notice provisions of this Agreement. Termination of this Agreement shall not relieve a Party from its obligations incurred prior to the termination date. Upon early termination of this Agreement by Client, except in the case of a material breach by University, Client shall pay all costs accrued by University as of the date of termination including non-cancel able obligations for the term of this Agreement, which shall include all appointments of staff incurred prior to the effective date of the termination. University shall exert its best efforts to limit or terminate any outstanding financial commitments for which Client is to be liable. University shall furnish, within ninety (90) days of the effective termination, a final report of all costs incurred and all funds received and shall reimburse Client for payments which may have been advanced in excess of total costs incurred with no further obligations to Client.

13. **Default.** A Party will be considered in default of its obligations under this Agreement if such Party should fail to observe, to comply with, or to perform any term, condition, or covenant contained in this Contract and such failure continues for thirty (30) days after the non-defaulting Party gives the defaulting Party written notice thereof. In the event of default, the non-defaulting Party, upon written notice to the defaulting Party, may terminate this Contract as of the date specified in the notice, and may seek such other and further relief as may be provided by law. Notwithstanding the foregoing, in the event of a breach or threatened breach of Paragraph 7 or 11 of this Agreement, the non-defaulting Party may terminate the Agreement immediately without affording the defaulting Party the opportunity to cure and may seek an injunction or restraining order as required to prevent unauthorized disclosures of Confidential Information or unauthorized use of its Marks or copyrights. In the event that Client defaults under the obligation to make any payment as required herein, the University shall be entitled to recover, in addition to all amounts due and unpaid, interest at the rate of eight percent (8%) per annum, plus costs of collection and reasonable attorney fees incurred in connection with such default.

14. **Notices.** All notices and other correspondence related to this Agreement shall be in writing and shall be effective when delivered by: (i) certified mail with return receipt, (ii) hand delivery with signature or delivery receipt provided by a third party courier service (such as FedEx, UPS, etc.), or (iii) email with return receipt, to the designated representative(s) of the party as indicated below. A Party may change its designated representative for notice purposes at any time by written notice to the other Party. The initial representatives of the Parties are as follows:

To University:

Weston Toll
5060 Campus Delivery
Colorado State University
Fort Collins, CO 80523
Telephone: 970-491-8760
Email: Weston.toll@colostate.edu

A copy of any notice concerning a breach, alleged breach, or dispute arising under this Agreement shall also be sent to:

Office of the General Counsel
0006 Campus Delivery
Colorado State University
Fort Collins, CO 80523-0006
Telephone: 970-491-6270
Email: contracts@colostate.edu

To Client:

Matt Ashley
26791 E Quincy Ave
Aurora CO, 80016

Telephone: 303-739-7370
Email: mtashley@auroragov.org

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

15. **Legal Authority.** Each Party to this Agreement warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind it to its terms. The person(s) executing this Agreement on behalf of a party warrant(s) that such person(s) have full authorization to execute this Agreement. This Agreement shall not be binding upon Colorado State University, its governing board or the State of Colorado unless signed by the Associate Vice-President for Finance or his/her authorized delegate.

16. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties, and supersedes any previous contracts, understandings, or agreements of the Parties, whether verbal or written, concerning the subject matter of this Agreement.

17. **Amendment.** No amendment to this Agreement shall be valid unless it is made in a writing signed by the authorized representatives of the Parties.

18. **Severability.** In the event that any provision of this Agreement is held unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

19. **Governing Law, Jurisdiction and Venue.** This Agreement shall be governed by and construed under the laws of the State of Colorado. Any claim arising under this Agreement shall be filed and tried in the District Court in and for Larimer County, situated in the City of Fort Collins, State of Colorado.

20. **Assignment.** This Agreement shall not be assigned without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, provided however, such consent shall not be required in the case of a sale or transfer to a third party of all or substantially all of a party's business. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding on the successors and permitted assigns of the Parties.

21. **International Agreement.**

☐This is an International Agreement: (only applicable if checked)

Agreements with non-U.S. contractors require approval by the CSU Export Control Office or Office of the General Counsel. The undersigned represents that he or she is duly authorized to approve export control measures on behalf of the University.

22. **Non-Appropriation.**
University understands that any financial obligation of Aurora Water payable after the current fiscal year are contingent upon funds for that purpose being budgeted and appropriated by the Aurora City Council. Should the Aurora City Council exercise its right not to appropriate funds for any future fiscal year sufficient for the continued performance obligations under this Agreement, this Agreement shall terminate at the close of the fiscal year for which funds were last appropriated without penalty or recourse.

23. **Obligation of Utility Enterprise.**
This Agreement shall never constitute a general obligation or other indebtedness of the City of Aurora ("the City"), or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of the Constitution and laws of the State of Colorado or of the Charter and ordinances of the City. In the event of a default by Aurora Water of any of its obligations under this Agreement, University shall have no recourse for any amounts owned 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 Aurora Water 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 Aurora Water or the City.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

[Signature pages follow.]

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:

_____ _____ _____
Ian Best Date ACS #
Assistant City Attorney

STATE OF COLORADO
COUNTY OF ARAPAHOE
The foregoing was acknowledged before me this ____ day of _____, 2025, by _____ as Mayor of the City of Aurora.

_____
Notary's official signature

The Board of Governors of the Colorado State University System, acting by and through Colorado State University:

Angela Nielsen
Director, Office of Budgets

11-17-25
Date

Approved as to form:

Brian Anderson
Brian Anderson (Nov 11, 2025 15:05:56 MST)

Brian Anderson, Esq
Associate Legal Counsel
Office of the General Counsel

Christina Burri
Christina Burri (Nov 12, 2025 08:04:49 MST)

Christina Burri
Deputy State Forester

State of Colorado)
) ss
County of Larimer)

The foregoing instrument was acknowledged before me this 17th day of November, 2025, by Angela Nielsen, Director, Office of Budgets acting on behalf of the Board of Governors of the Colorado State University System, acting by and through Colorado State University.

Witness my hand and official seal.

Notary Public

My commission expires: 7/8/29

(Seal)

VIVIAN YUKO WANG
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214027358
MY COMMISSION EXPIRES JULY 8, 2029

Exhibit A to Services Agreement

Scope of Work

Principal Investigator: Weston Toll, Watershed Program Specialist - Colorado State Forest Service

Client Investigator: Matthew Ashley, Water Resource Specialist - Aurora Water

Title: Aurora Water Forest Restoration and Watershed Protection

Detailed Description:
The purpose of this agreement is for the Colorado State Forest Service (CSFS) to implement forest management activities and other services for the benefit of Aurora Water. This services agreement provides funding in the amount of $275,000.00 per year, beginning in CY 2025 and ending in CY 2027, for a total contribution of 3 years (CY 25, 26, and 27) for a total amount of $825,000.00 for the following tasks:

Task 1: Good Neighbor Authority Projects
Aurora Water will provide $100,000.00 per year for the implementation of Good Neighbor Authority Projects through the CSFS Salida Field Office, with a focus on the Twin Lakes and Turquoise Lake watersheds in the Arkansas River Basin.

Task 2: Upper South Platte Partnership (USPP) Coordination
Aurora Water will provide $85,000 per year for the coordination of the USPP. Funding will be utilized for the following:

1. Watershed Coordination & Collaborative Capacity
    a. Salary and fringe benefits for the USPP Watershed Coordinator ($37,000/year)
    b. Salary and fringe benefits for college interns and USPP assistants ($12,000/year)
    c. Travel, fleet, mileage ($3,500/year)
2. Peak Facilitation Group, meeting facilitation services ($25,000/year)
3. USPP website maintenance, development, hosting, registration, and communications ($5,000/year)
4. Food and meeting locations ($2,500/year)

Task 3: Priority Area Project Implementation
Aurora Water will provide $75,000 per year for Priority Area Project Implementation. CSFS will provide an array of forest stewardship and vegetation management services to implement wildfire risk reduction and forest restoration activities to protect Aurora's watersheds on non-federal lands within Aurora Water's priority areas according to Aurora Water's Source Water Protection Plan. Aurora Water will support mutually identified new projects in Aurora Water priority areas, subject to written approval from Aurora Water. Implementation activities include planning, preparing and contracting for forest management work such as thinning, forest management planning, inventories, forest health monitoring, administration of service and sales contracts. CSFS will provide post-fire services as needed and requested by Aurora Water.

Task 4: National Environmental Policy Act (NEPA)
Aurora Water will contribute $15,000 to be used for NEPA planning, environmental planning/clearances, supplies, labor/work, and surveys to prepare project areas for forestry, fuels reduction, or prescribed fire projects. This includes Priority Area Project Implementation and GNA work.

The Colorado State Forest Service shall invoice the City of Aurora in the amount of $275,000.00 each calendar year (for 3 years for a total amount of $825,000) for the implementation of this Scope of Work.

Water Policy Committee (WPC) Meeting
July 20, 2022

Members Present: Council Member Angela Lawson Vice-Chair, Council Member Steve Sundberg Chair, Council Member Curtis Gardner

Absent:

Others Present: Greg Baker, Casey Rossman, Leiana Baker, Marshall Brown, Steve Fiori, Swirvine Nyirenda, Tim York, Sam Miller, John Murphy, Ian Best, Jo Ann Giddings, Rachel Allen, Alex Davis, Zach Vernon, Rich Vidmar, Sarah Young, Adam Waters, Steve Sciba, Laura Perry, Fernando Aranda, Dan Brotzman, Rory Franklin, Brian Rulla, Melina Bourdeau

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1. Approval of Minutes
The May 18, 2022, meeting minutes were approved as presented.

2. Consent Items
A. Construction Change Order Report
B. Monthly Water Supply Update

Summary of Issue and Discussion: None.

Outcome: The Consent items were supported as presented.

Follow-Up Action: The Consent items were supported as presented.

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3. First Amendment to Agreement regarding Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for Murphy Creek at Yale Avenue and Jewell Avenue

Summary of Issue and Discussion: S. Miller gave an overview of the agreement. Council Member Sundberg asked, how many acres will be consumed by the pond? S. Young replied, First Creek Pond will be approximately 90 acres. Council Member Sundberg asked, is this for a 100-year flood event? S. Young replied, yes.

Outcome: The Committee supports the First Amendment to Agreement regarding Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for Murphy Creek at Yale Avenue and Jewell Avenue.

Follow-Up Action: Forward to Regular Session for consideration.

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4. Agreement regarding Funding of Major Drainageway Planning for West Toll Gate Creek Tributaries

Summary of Issue and Discussion: S. Miller gave an overview of the agreement.

Outcome: The Committee supports the Agreement regarding Funding of Major Drainageway Planning for West Toll Gate Creek Tributaries.

Follow-Up Action: Forward to Study Session for consideration.

---

5. Thirteenth Amendment to Agreement regarding the Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for First Creek Detention Upstream of I-70

Summary of Issue and Discussion: S. Miller gave an overview of the agreement.

Outcome: The Committee supports the Thirteenth Amendment to Agreement regarding the Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for First Creek Detention Upstream of I-70.

Follow-Up Action: Forward to Regular Session for consideration.

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6. Agreement regarding Funding of Major Drainageway Planning and Flood Hazard Area Delineation for Prairie Dog Draw and its Tributaries

Summary of Issue and Discussion: S. Miller gave an overview of the agreement.

Outcome: The Committee supports the Agreement regarding Funding of Major Drainageway Planning and Flood Hazard Area Delineation for Prairie Dog Draw and its Tributaries.

Follow-Up Action: Forward to Study Session for consideration.

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7. Intergovernmental Agreement regarding Strontia Springs Watershed Sediment Management Program

Summary of Issue and Discussion: R. Vidmar gave an overview of the agreement.

Outcome: The Committee supports the Intergovernmental Agreement regarding the Strontia Springs Watershed Sediment Management Program.

Follow-Up Action: Forward to Study Session for consideration.

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8. Memorandum of Understanding (MOU) for the Use and Benefit of Colorado State Forest Service

Summary of Issue and Discussion: R. Vidmar gave an overview of the MOU.

Outcome: The Committee supports the Memorandum of Understanding for the Use and Benefit of Colorado State Forest Service.

Follow-Up Action: Forward to Study Session for consideration.

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9. Conservation Overview Presentation

Summary of Issue and Discussion: T. York, A. Waters, and Z. Vernon presented on the Conservation Overview. Council Member Gardner asked, how is the turf ordinance going to work moving forward with the landscape designs? Where is this going to be required? T. York replied, this program is not going to change or go away. The Turf Ordinance is focused on new development. G. Baker added, the ordinance will be for new development. Council Member Gardner stated, I thought the homeowner was responsible for the front and backyard. T. York replied, the builder installs the front yard not the backyard. Council Member Gardner asked, what it the developer doesn't want to install the front yard? T. York replied, it is required to get a Certificate of Occupancy. Council Member Gardner requested that requirement information. T. York will email the information from Public Works to Council Member Gardner. Council Member Lawson asked, How do you manage or enforce water conservation for HOA's? How is the conservation information getting out? T. York replied, we reach out through water bills and social media. From an enforcement standpoint it's the same, it's whoever is responsible for paying the water bill is the one who is contacted. Council Member Sundberg asked, How are you advertising your services to the general public? T. York replied, it's advertised in multiple ways – the Public Relations Team, newsletters in water bills, through social media and the website. Council Member Sundberg asked, do you work with the school districts regarding turf and is there an education campaign for the schools? T. York replied, the water efficiency within is the school districts are a little difficult. A. Waters is working on a program with Aurora Public Schools and the Cherry Creek school districts to help them better understand their water usage. Regarding the turf, school districts tend to be efficient with their landscape. In regard to turf, those conversations are going to take a long time, however, something that we are currently engaging in actively. In regard to school education – we have an education and outreach team that engages with the school districts and the Youth Water Festival. G. Baker added, Natalie's group works with all grade levels and are currently at a teacher workshop. We have the most engaged team in the entire state on the education side.

Outcome: Informational only.

Follow-Up Action: Informational only.

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10. Water and Sewer 2023 Rate and Fee Adjustments

Summary of Issue and Discussion: F. Aranda presented on the Water and Sewer 2023 Rate and Fee Adjustments. J. Giddings stated, this presentation usually goes to forward with the budget process and want to make sure it's okay to include in the budget process in October or if the item should move forward to Study Session as a separate item. The Committee recommended going to Study Session as a separate item. Council Member Gardner stated, at the last council meeting there was a discussion that the proposed water conservation ordinance needed to pass or we're going to continue to have increases in water rates. It was stated that the ordinance was going to help us keep water rates low yet we're still increasing them. M. Brown replied, these increases include those benefits. Fees are paid at the time of connection by developers, and the cost is ultimately passed

on to the homeowner or consumer. Fees pay for system expansion, new infrastructure and the acquisition of additional water rights to meet demands. Without the savings being proposed in the ordinance there would be additional cost impacts on rates and fees (more fees than rates directly). There are water quality impacts at all of our treatment facilities, and those improvements are not necessarily built into these costs right now. F. Aranda added, the increases are not cumulative and a 5% in each utility will only add to 5% in total because you add water, sewer and storm. M. Brown added, when we show 5%, 5% and 3.5% the overall bill impact to a customer is going to be less than 5%. Council Member Sundberg asked, when will this go to Study Session? M. Brown replied, either the end of August or beginning of September.

Outcome: The Committee supports the Water and Sewer 2023 Rate and Fee Adjustments.

Follow-Up Action: Forward to Study Session for consideration.

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11. Miscellaneous Matters for Consideration

Summary of Issue and Discussion: None.

Outcome: Informational only.

Follow-Up Action: Information only.

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12. Confirm Next Meeting

The next meeting is scheduled for August 17, 2022, 10:30 a.m. via WebEx.

X Steve Sundberg (Aug 23, 2022 05:03 MDT)

Steve Sundberg
Chair, Water Policy Committee

SOUTHEAST STORMWATER METRO AUTHORITY REGARDING MAJOR DRAINAGEWAY PLANNING FOR WEST TOLL GATE CREEK TRIBUTARIES

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

Swirvine Nyirenda, Planning Services Manager, provided a summary of the item.

MPT Bergan asked if the initial study indicated potential problems resulting in the need for this follow-up study. S. Nyirenda explained that they sometimes execute projects exactly based on the study, and other times optimize projects during the design phase.

Motion by Bergan, second by Coombs to approve item 11b.

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

11.c. **Strontia Springs Watershed Sediment Management Program**

R2022-160 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 CITY AND COUNTY OF DENVER REGARDING THE STRONTIA SPRINGS WATERSHED SEDIMENT MANAGEMENT PROGRAM

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

Alexandra Davis, Deputy Director of Water Resources, provided a summary of the item.

Motion by Coombs, second by Murillo to approve item 11c.

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

11.d. **Intergovernmental Agreement for the Use and Benefit of Colorado State Forest Service**

R2022-161 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 ACTING BY AND THROUGH ITS UTILITY ENTERPRISE, THE UNITED STATES DEPARTMENT OF AGRICULTURE, FOREST SERVICE, ROCKY MOUNTAIN REGION AND THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM ACTING BY AND THROUGH COLORADO STATE UNIVERSITY FOR THE USE AND BENEFIT OF THE COLORADO STATE FOREST SERVICE

♦ ***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.***

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

Alexandra Davis, Deputy Director of Water Resources, provided a summary of the item.

Motion by Lawson, second by Sundberg to approve item 11d.

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

11.e. **Support of Enhanced Design Guidelines for Chase Drains**

R2022-162 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, IN SUPPORT OF ENHANCED DESIGN GUIDELINES FOR INSTALLATION OF CHASE DRAINS AS A PART OF NEW DEVELOPMENT IN AURORA

Sponsor: Françoise Bergan, Mayor Pro Tem

Victor Rachael, Deputy Director of Public Works Engineering / Michelle Gardner, Senior Assistant City Attorney

Council heard public call-in testimony.

Mayor Pro Tem Bergan provided a summary of the item.

Motion by Bergan, second by Coombs to approve item 11e.

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

11.f. **IGA to Coordinate with Arapahoe County for November 2022 Special Municipal Election**

R2022-163 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN ARAPAHOE COUNTY AND THE CITY OF AURORA FOR THE COORDINATED ELECTION TO BE HELD NOVEMBER 8, 2022

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

Kadee Rodriguez, City Clerk, provided a summary of items 11f through 11h.

Motion by Marcano, second by Lawson to approve item 11f.

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

11.g. **IGA to Coordinate with Adams County for November 2022 Special Municipal Election**

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

Water Policy Committee (WPC) Meeting
October 19, 2022

Members Present: Council Member Steve Sundberg Chair, Council Member Angela Lawson Vice-Chair, Council Member Curtis Gardner

Absent:

Others Present: Rachel Allen, Greg Baker, Ian Best, Todd Brewer, Marshall Brown, Melina Bourdeau, Steve Cann, Alex Davis, Rick Kienitz, Sam Miller, Swirvine Nyirenda, Casey Rossman, Rich Vidmar, Sarah Young, Daniel Pershing

---

1. Approval of Minutes

The September 21, 2022, meeting minutes were approved as presented.

2. Consent Items

A. Construction Change Order Report
B. Monthly Water Supply Update

Summary of Issue and Discussion: None.

Outcome: The Consent items were supported as presented.

Follow-Up Action: The Consent items were supported as presented.

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3. Water Education Colorado Water Fluency Program

Summary of Issue and Discussion: Council Member Coombs – not available.

Outcome: Informational only.

Follow-Up Action: Informational only.

---

4. Consideration to appoint one (1) member to the Homestake Steering Committee

Summary of Issue and Discussion: M. Brown stated, Aurora Water is requesting Mathew Allsopp be appointed to serve the remainder of Steve Sciba's appointment ending in December 2023 and an additional three (3) years from December 2023 to December 2026.

Outcome: The Committee supports the Consideration to reappoint one (1) member to the Homestake Steering Committee.

Follow-Up Action: Forward to Study Session for consideration.

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5. Consideration to appoint one (1) member to the Joint Water Authority

Summary of Issue and Discussion: M. Brown stated, Aurora Water is requesting Mathew Allsopp be appointed to serve the remainder of Steve Sciba's appointment ending in December 2023 and an additional three (3) years from December 2023 to December 2026.

Outcome: The Committee supports the Consideration to reappoint one (1) member to the Joint Water Authority.

Follow-Up Action: Forward to Study Session for consideration.

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6. First Amendment to Drainage and Flood Control Improvements for Westerly Creek at Alameda and Dakota Avenue

Summary of Issue and Discussion: S. Miller gave a presentation.

Outcome: The Committee supports the First Amendment to Drainage and Flood Control Improvements for Westerly Creek at Alameda and Dakota Avenue.

Follow-Up Action: Forward to Regular Session for consideration.

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7. First Amendment to Drainage and Flood Control Improvements for Cherry Creek Restoration at Arapahoe Road

Summary of Issue and Discussion: S. Miller gave a presentation. Council Member Sundberg asked, what length of stream needs to be repaired? S. Miller replied, I don't have the exact length, it is quite a bit but not every foot of it is going to need to be included in this project.

Outcome: The Committee supports the First Amendment to Drainage and Flood Control Improvements for Cherry Creek Restoration at Arapahoe Road.

Follow-Up Action: Forward to Regular Session for consideration.

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8. Rockinghorse Reimbursement Agreement

Summary of Issue and Discussion: S. Young and D. Pershing gave an overview of the agreement.

Outcome: The Committee supports the Rockinghorse Reimbursement Agreement.

Follow-Up Action: Forward to Study Session for consideration.

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9. Colorado State Forest Service Funding Agreement

Summary of Issue and Discussion: R. Vidmar gave an overview of the agreement.

Outcome: The Committee supports the Colorado State Forest Service Funding Agreement.

Follow-Up Action: Forward to Study Session for consideration.

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10. Stewardship West Memorandum of Understanding

Summary of Issue and Discussion: R. Vidmar gave an overview of the Memorandum of Understanding. Council Member Sundberg asked, what type of physical work is performed in that 500 acres to mitigate? R. Vidmar replied, several things are done. There is pre-removal of standing dead or what we call groupie clumpy. It's basically thinning within the forest to limit that crown movement of fire and to get the fire to go back to the ground so that it can be fought and stopped on the ground. That is the primary method being used in this area and is set up by the U.S. Forest Service.

Outcome: The Committee supports the Stewardship West Memorandum of Understanding.

Follow-Up Action: Forward to Study Session for consideration.

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11. Joint Water Authority Second Amendment to a Water Transmission Agreement

Summary of Issue and Discussion: A. Davis gave an overview of the agreement.

Outcome: The Committee supports the Joint Water Authority Second Amendment to a Water Transmission Agreement.

Follow-Up Action: Forward to Regular Session for consideration.

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12. Intergovernmental (IGA) Water Lease Agreement with the Board of Water Works of Pueblo

Summary of Issue and Discussion: A. Davis gave an overview of the IGA. Council Member Sundberg asked, what is the value for this water in your opinion? A. Davis replied, It's expensive, but we think it's worth it because it's that high mountain pristine water and it's fully consumable. It's the same price that we are paying in our long-term lease with Pueblo.

Outcome: The Committee supports the IGA Water Lease Agreement with the Board of Water Works of Pueblo.

Follow-Up Action: Forward to Study Session for consideration.

---

13. PFAS Update Presentation

Summary of Issue and Discussion: T. Brewer gave a presentation regarding PFAS. Council Member Gardner asked, does the Environmental Protection Agency (EPA) put out an advance notice that they are looking at doing some type of regulation and asking for comments? T. Brewer replied, the EPA process takes a while. They have to do a draft proposed rule in the

office of management and budget, a cost benefit analysis and to make sure that what they're doing can stand up to litigation and have it open for public comment. Currently they have a draft regulation that is under review in their budget office. Council Member Lawson asked, how much testing do we do on our pipes in the city and do we have PVC pipes? T. Brewer replied, we do have some PVC pipes in our system, and we have done sampling at the plants to see what's going out into the system.

Outcome: The Committee supports the PFAS updated.

Follow-Up Action: Forward to Study Session for consideration.

---

14. Future Development Water Supply Needs and Constraints

Summary of Issue and Discussion: S. Young gave a presentation on how utilities are planned for new development from the Aurora Places Comprehensive Plan through construction by the development community.

Outcome: Informational only.

Follow-Up Action: Informational only.

---

15. Miscellaneous Matters for Consideration

Summary of Issue and Discussion: Council Member Sundberg asked about the intersection of Chambers and 6th Avenue. Chambers northbound has been shut down for quite a while is that a water project? G. Baker replied, it's an XCEL project for new gas lines. Relative to the regional conservation Memorandum of Understanding (MOU), Council Member Gardner asked, what is the definition of non-functional turf? M. Brown replied, the definition is left for each individual municipality to define their own. Aurora created our definition during the Water Conservation Ordinance process and some others are following our lead. Council Member Gardner asked, are we being proactive with asking or incentivizing residents to remove existing turf? M. Brown replied, we've enhanced our rebate programs for residential and commercial properties starting January 1, 2023.

Outcome: Informational only.

Follow-Up Action: Information only.

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7. Confirm Next Meeting

The next meeting is scheduled for November 16, 2022, 10:30 a.m. via WebEx.

Matt Kozakowski, Transportation Project Delivery Manager, provided a summary of the item.

Mayor Pro Tem Bergan asked if the maintenance would include snow removal and trash services. M. Kosakowski confirmed this. He said that Denver is currently plowing the bridge and Aurora is conducting the street-sweeping.

Motion by Coombs, second by Medina to approve item 11v.

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

11.w. **Rockinghorse Reimbursement Agreement**

R2022-221 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF A REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF AURORA ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND NASH INSPIRATION, LLC

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

Vern Adam, Engineering Services Manager of Aurora Water, provided a summary of the item.

Motion by Sundberg, second by Bergan to approve item 11w.

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

11.x. **Colorado State Forest Service Funding Agreement**

R2022-222 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 ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, ACTING BY AND THROUGH COLORADO STATE UNIVERSITY FOR THE USE AND BENEFIT OF THE COLORADO STATE FOREST SERVICE

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

Alexandra Davis, Deputy Director of Water Resources at Aurora Water, provided a summary of the item.

Motion by Coombs, second by Sundberg to approve item 11x.

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

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

11.y. **Stewardship West Memorandum of Understanding**

R2022-223 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF AN AGREEMENT BETWEEN THE CITY OF AURORA COLORADO ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND STEWARDSHIP WEST

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

Alexandra Davis, Deputy Director of Water Resources at Aurora Water, provided a summary of the item.

Motion by Sundberg, second by Coombs to approve item 11y.

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

11.z. **Water Lease Intergovernmental Agreement with Board of Water Works of Pueblo**

R2022-224 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF AN INTERGOVERNMENTAL WATER LEASE AGREEMENT BETWEEN THE CITY OF AURORA COLORADO ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND THE BOARD OF WATER WORKS OF PUEBLO COLORADO

Alexandra Davis, Deputy Director of Water Resources, Aurora Water / Stephen Cann, Senior Assistant City Attorney

Alexandra Davis, Deputy Director of Water Resources at Aurora Water, provided a summary of the item.

Motion by Coombs, second by Sundberg to approve item 11z.

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

11.aa. **Creation of Ad Hoc Citizen's Charter Review Task Force**

R2022-225 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING CITY COUNCIL'S DIRECTION TO THE CITY MANAGER TO HAVE APPROPRIATE CITY STAFF CREATE AN AD HOC CITIZEN'S CHARTER REVIEW TASK FORCE, EXISTING FOR FOUR MONTHS, WITH THE PURPOSE OF THE TASK FORCE BEING DETERMINING WHETHER ANY PROPOSED CHANGES TO THE CITY

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



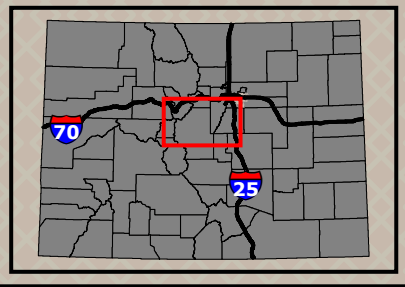
October 2025 WPC Watershed Projects Map

Aurora Water

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

September 30, 2025

Aurora is Worth Discovering!



Legend

- Watershed Health Projects
- Arkansas Watershed
- Colorado Watershed
- South Platte Watershed

Miles 0 3.25 6.5 13

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: Biochar Facility Use Intergovernmental Agreement (IGA) (Resolution)
Item Initiator: Matthey Ashley, Water Resource Specialist II, Aurora Water
Staff Source/Legal Source: Richard Vidmar, Water Resources Manager, Aurora Water / Ian Best, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Healthy: Connecting natural and built environments with multimodal networks, ensuring access to parks and recreation, and preserving sustainable water supplies.

COUNCIL MEETING DATES:

Study Session: 11/17/2025

Regular Meeting: 12/15/2025

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)

A waiver of reconsideration is requested in order to secure the funding from the 2025 budget year for which funds have already been allocated.
Richard Vidmar, Water Resources Manager, Aurora Water / Ian Best, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

☒ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

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.)*

On October 15, 2025, the Water Policy Committee supported moving an Intergovernmental Agreement for Aurora Water's use of the Biochar Facility forward to the November 3, 2025 Study Session.

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

Background:
This Intergovernmental Agreement (IGA) seeks approval for Aurora Water to support our watershed health partner, Douglas County, by contributing to the funding of the County's planned biochar production facility. The facility will serve forestry and fire prevention projects in our high priority upper South Platte watershed.

Wildfire is the number one threat to Aurora's watershed health. Aurora Water's Watershed Health Program supports forestry and fuels reduction work to prevent wildfire risk, maintain water quality, and protect water infrastructure from the damaging effects of wildfire. We accomplish this work through partnerships with our forestry partners, such as the United States Forest Service, Colorado State Forest Service, local fire districts, and nonprofits.

A major challenge with forestry and fire mitigation projects in Colorado's front range is dealing with wood waste. Some of the woody biomass from forestry projects is able to be sold as timber or firewood, much of it is not. Disposal of this biomass is often a limiting factor in the number of acres that can be treated. Biochar has emerged as a viable option to create a marketable product from this waste wood, thus decreasing the cost of forestry projects, reducing carbon emissions, and increasing the number of acres that can be treated.

Douglas County is currently in the process of starting a biochar production facility in Sedalia, CO to expedite and increase fire mitigation projects through the creation of a local outlet for disposal of surplus woody biomass. Significant portions of land in and around Douglas County are categorized as high and highest risk for wildfire by the Colorado State University Wildfire Urban Interface Risk map. The Douglas County Board of County Commissioners has pledged $3.1 million toward the construction and startup of this facility. The location for the facility has been acquired and work is underway, there was a groundbreaking ceremony at the site next door to the Sedalia Landfill in July, 2025.

This is an excellent opportunity for partnership because it is located near Aurora Water's upper South Platte forestry partners. Actively supporting biochar production infrastructure will help our forestry partners by decreasing costs while inreasing the pace and scale of forestry and fuels treatment work to protect our watershed health.

Scope:
The agreement with Douglas County is to provide $100,000 in funding in 2025 for equipment purchases to support the start up and maintenance of the new biochar facility. The agreement also lays out the arrangement whereby the City may use the biochar facility free of charge and will encourage forestry partners to use the biochar facility.

Cost:
This agreement funds $100,000 from Aurora Water's Water Operations Subfund, Intergovernmental Agreements budget. Douglas County has pledged significant funds to the project, and the parties anticipate continued partnership and funding in coming years.

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 is available in the Water Fund Operating Budget in the amount of $100,000.00.
CC-52018 FD-500 SC-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 a Resolution for an Intergovernmental Agreement for Aurora Water's use of the Biochar Facility forward to the November 17, 2025 Council meeting?

LEGAL COMMENTS

The City 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. 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. (Cann)

RESOLUTION NO. R2025- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND DOUGLAS COUNTY REGARDING AURORA WATER'S USE OF A BIOCHAR FACILITY

WHEREAS, the City of Aurora, acting by and through its Utility Enterprise ("Aurora Water") and Douglas County ("County") seek to enter an Intergovernmental Agreement ("Agreement") to memorialize Aurora Water's financial contribution in exchange for its ability to use Douglas County's Facility to process Biomass; and

WHEREAS, significant portions of land in and around Douglas County are categorized as high and highest risk for wildfire by the Colorado State County Wildfire Urban Interface Risk map; and

WHEREAS, regional forestry and wildfire mitigation professionals experience challenges disposing of liability biomass, which can delay thinning and removal projects and increase costs; and

WHEREAS, the County prioritizes community safety and wishes to take substantive action by providing a strategic and effective means of decreasing threats to life, property, health, water supply and air quality; and

WHEREAS, the County is establishing a biochar processing facility ("Facility") to expedite and increase mitigation projects through the creation of a local outlet for disposal of surplus woody biomass; and

WHEREAS, the health of Colorado's forests and watersheds affect municipal water supplies for the Aurora Water. Forest and watershed restoration activities can help minimize sedimentation impacts and maintain water quality for reservoirs and other infrastructure by reducing risk of wildfire and subsequent soil erosion; and

WHEREAS, Aurora Water, as part of its watershed health operations, supports forestry partners such as the United States Forest Service, Colorado State Forest Service, local fire districts, and nonprofits in forestry and fuels mitigation work to protect water quality and water infrastructure from the damaging effects of wildfire, and such vegetation management work results in cut branches and other surplus vegetative materials ("Biomass"); and

WHEREAS, the Parties desire to continue to build the partnership, and this Agreement provides funds from Aurora Water to the County that will go toward purchasing equipment, starting, and maintaining the Facility; and

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

WHEREAS, Aurora's total contribution shall be $100,000.00; and

WHEREAS, the City 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; 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 the City of Aurora acting by and through its Utility Enterprise and Douglas County regarding Aurora Water's use of the biochar processing facility in Douglas County 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. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

Section 4. Approval of this resolution shall include a waiver of 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: _____ RLA
STEPHEN CANN, Senior Assistant City Attorney

INTERGOVERNMENTAL AGREEMENT BETWEEN DOUGLAS COUNTY AND CITY OF AURORA FOR AURORA WATER'S USE OF A BIOCHAR FACILITY

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is made and entered into as of the Effective Date (defined below), by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO**, ("County") and the **CITY OF AURORA**, a Colorado home rule municipal corporation of the counties of Adams, Arapahoe, and Douglas, acting by and through its Utility Enterprise ("Aurora Water"). The County and Aurora Water may be referred to together as the "Parties" or individually as a "Party".

RECITALS

WHEREAS, significant portions of land in and around Douglas County are categorized as high and highest risk for wildfire by the Colorado State County Wildfire Urban Interface Risk map; and

WHEREAS, regional forestry and wildfire mitigation professionals experience challenges disposing of liability biomass, which can delay thinning and removal projects and increase costs; and

WHEREAS, the County prioritizes community safety and wishes to take substantive action by providing a strategic and effective means of decreasing threats to life, property, health, water supply and air quality; and

WHEREAS, the County is establishing a biochar processing facility ("Facility") to expedite and increase mitigation projects through the creation of a local outlet for disposal of surplus woody biomass; and

WHEREAS, Aurora Water, as part of its watershed health operations, supports forestry partners such as the United States Forest Service, Colorado State Forest Service, local fire districts, and nonprofits in forestry and fuels mitigation work to protect water quality and water infrastructure from the damaging effects of wildfire, and such vegetation management work results in cut branches and other surplus vegetative materials ("Biomass"); and

WHEREAS, the Parties signed an MOU dated _____, 2025, in which they agreed to seek opportunities to enable successful operation of the Facility, including encouraging Aurora Water's forestry partners, staff, and contractors to bring Biomass to the Facility, and the County has agreed to accept biomass for use by the Facility; and

WHEREAS, the Parties would like to continue to build the partnership, and this IGA provides funds from Aurora Water to the County that will go toward purchasing equipment, starting, and maintaining the Facility; and

WHEREAS, Colorado law, C.R.S. § 29-1-201 *et seq*., authorizes and encourages local governments to contract with one another to provide any function, service, or facility, including the sharing of costs.

NOW, THEREFORE, for and in consideration of the terms and conditions contained herein, the Parties agree as follows:

A. RECITALS. The recitals set forth above are hereby incorporated into this IGA.

B. PURPOSE. The purpose of this IGA is to memorialize Aurora Water's financial contribution in exchange for its ability to use the County's Facility to process Biomass.

C. TERM. The term of this IGA will be from the Effective Date through December 31st, 2026, at which time it will expire, unless terminated or extended by written agreement of the Parties in accordance with its terms.

D. RESPONSIBILITIES.

a. **Aurora Water.**

i. Aurora Water agrees to pay the County $100,000.00 within sixty (60) days of the Effective Date.

b. **County.**

i. The County shall allow Aurora Water and its employees (including other City of Aurora department employees), agents, contractors (including subcontractors, if any) to transport, access and deposit Biomass at the Facility, at no additional cost to Aurora Water, except as provided in this IGA.

ii. The County agrees to spend or obligate funds provided by Aurora Water in the 2025 and 2026 calendar years. All of Aurora Water's contributed funds will be expended or obligated, to the extent possible, prior to this IGA's expiration. Use of Aurora Water's funds provided through this IGA may be initiated after the expiration of this IGA, with prior written approval from Aurora Water.

E. REPORTING REQUIREMENTS.

a. The Parties will engage in regular Project updates, at least once annually, and site visits as needed to assess the progress of the Facility.

b. County shall grant the Internal Auditor of the City of Aurora (or a duly authorized representative from the City of Aurora), until three (3) years after final payment

under this IGA, access to and the right to examine any of County's directly pertinent books, documents, papers, or other records involving transactions directly related to this IGA.

F. EQUIPMENT. Unless in writing signed by the Parties, all equipment purchased by the County with funds provided under this IGA for use in connection with the Facility shall be the property of the County, and shall be dedicated to providing services at the Facility while this IGA is in effect.

G. COMPLIANCE WITH LAW, PERMITTING, RELEASE. The County shall be solely responsible for compliance with all federal, state, and local laws, ordinances, rules and regulations or any other requirements of any governmental authority applicable to the Facility ("Applicable Law"). County shall be solely responsible for maintaining all permits required by Applicable Law to construct, operate or maintain the Facility. County shall release and forever discharge Aurora Water from all claims, demands, and liabilities of any nature, known or unknown, arising from or related to the County's operation of the Facility.

H. NO JOINT VENTURE. Nothing contained in this IGA shall be deemed or construed as creating a partnership or joint venture between the Parties. Any action taken by the Parties shall be deemed the actions of an independent contractor.

I. LIABILITY, INSURANCE. (a) Each party hereto agrees to be responsible for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent allowed by law. As institutions of the State of Colorado, neither Aurora Water nor County are authorized to indemnify any party, public or private, as against the claims and demands of third parties and any such indemnification provision shall be null and void.
(b) Aurora Water and County each represent and warrant that each is self-insured in accordance with all applicable Colorado laws. Either Party may request a certificate from the other, demonstrating such self-insurance.

J. NO WAIVER. Nothing in this IGA will be construed or interpreted to limit or expand any jurisdiction or authority of either of the Parties, to waive any immunities, or to otherwise modify the legal rights of any person, to accomplish any state or federal law, or other applicable law, or to subject the Parties to any liability to which they would not otherwise be subject by law, including but not limited to immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to both Aurora Water and the County.

K. TERMINATION. Either Party may terminate this Agreement, without cause, upon not less than sixty (60) days' written notice, given in accordance with the Notice provisions of this Agreement. Termination of this Agreement shall not relieve a Party from its

obligations incurred prior to the termination date. Upon early termination of this Agreement by Aurora Water, except in the case of a material breach by the County, Aurora Water shall pay all costs accrued by the County as of the date of termination including non-cancel able obligations for the term of this Agreement. The County shall exert its best efforts to limit or terminate any outstanding financial commitments for which Aurora Water is to be liable. The County shall furnish, within ninety (90) days of the effective termination, a final report of all costs incurred and all funds received and shall reimburse Aurora Water for payments which may have been advanced in excess of total costs incurred with no further obligations to Aurora Water.

L. THIRD-PARTY RIGHTS. The enforcement of the terms and conditions of this IGA and all rights of action relating to such enforcement shall be for strictly reserved to the Parties only. There are no third-party rights created by this IGA and there are no third-party beneficiaries entitled to the benefits of this IGA.

M. HEADINGS; RECITALS: The headings contained in this IGA are for reference purposes only and shall not in any way affect the meaning or interpretation of this IGA. The Recitals to this IGA are incorporated herein.

N. NOTICE. Notices hereunder shall be made in writing to the following:

If to the County:	Douglas County Dan Roberts 100 Third Street Castle Rock, CO 80104 drroberts@douglas.co.us
with copy to:	Douglas County Attorney's Office 100 Third Street Castle Rock, CO 80104 Email: attorney@douglas.co.us
If to Aurora Water:	Aurora Water 26791 E Quincy Ave. Aurora, CO 80016 Attn: General Manager
with a copy to:	City Attorney's Office 15151 East Alameda Parkway, Suite 5300 Aurora, CO 80012-1555 Attn: City Attorney

O. ENTIRE AGREEMENT. This IGA is binding and constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes any other prior agreements and understandings whether written or oral. This IGA may not be modified except by written agreement of the Parties.

P. ELECTRONIC SIGNATURES. The Parties consent to the use of electronic signatures pursuant to the Uniform Electronic Transactions Act (C.R.S. 24-71.3-101, *et seq*.) and agree that either Party, in whole or in part, may execute this IGA using a digital image (including but not limited to PDF, JPEG, GIF file, DocuSign, SignNow or other e-signature software), and the same shall be deemed as a true and correct original.

Q. ASSIGMENT. Neither Party shall assign or transfer any of its rights or obligations hereunder without the prior written approval of the other Party.

R. SOLE OBLIGATION OF UTILITY ENTERPRISE: This IGA shall never constitute a general obligation or other indebtedness of the City of Aurora ("the City"), or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of the Constitution and laws of the State of Colorado or of the Charter and ordinances of the City. In the event of a default by Aurora Water of any of its obligations under this IGA, County shall have no recourse for any amounts owned 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 Aurora Water 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 Aurora Water or the City.

S. EFFECTIVE DATE. The Effective Date of this IGA shall be the date it is signed by the Mayor of Aurora, below.

(Remainder of Page Intentionally Blank)

IN WITNESS WHEREOF, the Parties have executed this IGA as of the above date.

THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO

_____
Douglas J. DeBord
County Manager
Date: _____

APPROVED AS TO LEGAL FORM:

_____
Arielle J. Denis
Assistant County Attorney
Date: _____

APPROVED AS TO CONTENT:

_____
Holly Carrell
Special Project Manager, Administration
Date: _____

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:

_____ _____ _____
Ian Best Date ACS #
Assistant City Attorney

STATE OF COLORADO
COUNTY OF ARAPAHOE
The foregoing was acknowledged before me this ____ day of _____, 2025, by _____ as Mayor of the City of Aurora.

_____
Notary's official signature



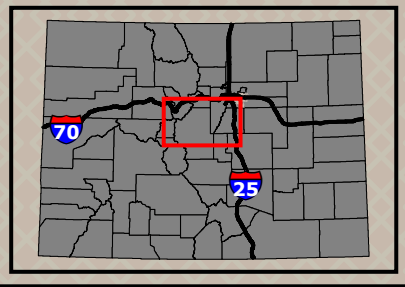
October 2025 WPC Watershed Projects Map

Aurora Water

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

September 30, 2025

Aurora is Worth Discovering!



Legend

- Watershed Health Projects
- Arkansas Watershed
- Colorado Watershed
- South Platte Watershed

Miles 0 3.25 6.5 13

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: Third Amendment to an Intergovernmental Agreement (IGA) to Drainage and Flood Control Improvements for Sampson and Robinson Gulch Regional Pond
Item Initiator: Amie Drucker, Senior Engineer, Aurora Water
Staff Source/Legal Source: Andrea Long, Principal Engineer, Aurora Water / Ian Best, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 12/15/2025

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)

R2025-151 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF THE THIRD AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, ACTING BY AND THROUGH ITS UTILITY ENTERPRISE, AND URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT REGARDING THE DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR SAMPSON/ROBINSON GULCH REGIONAL POND
Andrea Long, Principal Engineer, Aurora Water / Ian Best, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Water Policy

Policy Committee Date: 11/19/2025

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 15, 2024, the Water Policy Committee supported moving an Intergovernmental Agreement between the City of Aurora and the Mile High Flood District for drainage and flood control improvements to the Sampson/Robinson Gulch Regional Pond forward to Study Session.

On June 24, 2024, City Council approved an Intergovernmental Agreement between the City of Aurora and the Mile High Flood District for drainage and flood control improvements to the Sampson/Robinson Gulch Regional Pond as item 11.a.3.

On November 20, 2024 the Water Policy Committee supported moving the first amendment to an Intergovernmental Agreement between the City of Aurora acting by and through its Utility Enterprise and the Mile High Flood District regarding final design and construction of drainage and flood control improvements for Sampson/Robinson Gulch Regional Pond forward to the next Council meeting.

On December 16, 2024, City Council approved the first amendment to an Intergovernmental Agreement between the City of Aurora and the Mile High Flood District for drainage and flood control improvements to the Sampson/Robinson Gulch Regional Pond as item 11.a.2.

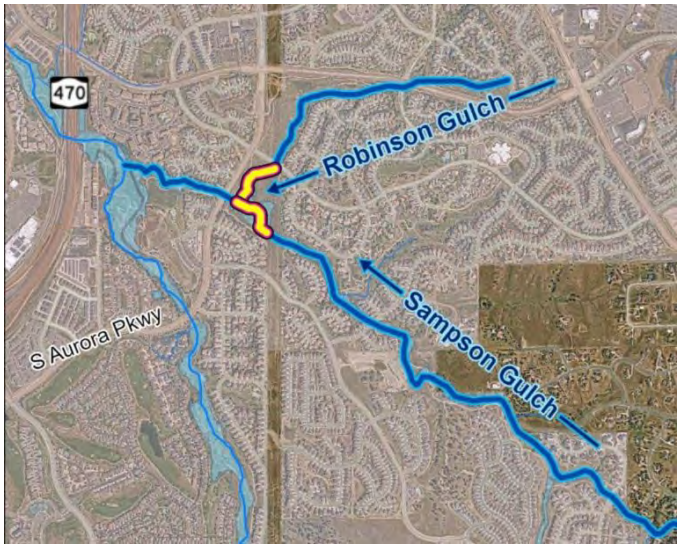
On August 20, 2025, the Water Policy Committee supported moving the second amendment to an Intergovernmental Agreement between the City of Aurora and the Mile High Flood District for drainage and flood control improvements to the Sampson/Robinson Gulch Regional Pond forward to the September 8, 2025 Council meeting.

On September 8, 2025, City Council approved the second amendment to an Intergovernmental Agreement between the City of Aurora and the Mile High Flood District for drainage and flood control improvements to the Sampson/Robinson Gulch Regional Pond as item 10.a.1.

On November 19, 2025, The Water Policy Committee supported moving the third amendment to an Intergovernmental Agreement between the City of Aurora and the Mile High Flood District for drainage and flood control improvements to the Sampson/Robinson Gulch Regional Pond to the December 15, 2025 Council meeting.

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

Background
In 2000, a regional wet-bottom pond was constructed at the confluence of Sampson Gulch and Robinson Gulch, just east of Red-Tailed Hawk Park. The facility was built in such a way that made maintenance very difficult, only allowing for access from the top of the structure. This prohibits larger machinery from being able to remove vegetation and debris. The current condition of the pond is very silted with a nearly clogged trash rack at the outlet structure.



Scope
To return the pond to its full detention capacity, this project will remove all sediment from the bottom of the basin and forebays. The outlet structure will be redesigned to facilitate safer and easier maintenance access in the future. Mile High Flood District (MHFD) will be the lead managing this project. Design has been completed with construction following in Q4 2025. This amendment is being processed now to avoid downtime in the construction schedule.

Budget
The original intergovernmental agreement facilitated MHFD to internally transfer $50,326.13 in maintenance funds which Aurora pays into and has the previous contribution noted to this capital project and $100,000 each from Aurora Water and MHFD.
Amendment one added $500,000 to the construction budget, $250,000 from both Aurora Water and MHFD. The second amendment added $200,000 to the construction budget from Aurora Water. This third amendment allows for the addition of $350,000 by MHFD and $150,000 from Aurora Water. Interest that was left in the maintenance account that was transferred to this project in the original IGA will also be transferred to this project in this amendment. Aurora Water will be paying MHFD from ORG 52599 from the 2026 budget. This amendment will fully fund the project.

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 Wastewater Fund capital budget in the amount of $150,000, in 2026.

CC-52599 (Detention Ponds-Improvements) FD-525 PRJ-521516
SC-64947 (IGA Payments)

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 Council approve the Third Amendment to the Intergovermental Agreement between the City of Aurora, acting by and through its Utility Enterprise, and the Urban Drainage and Flood Control District d/b/a Mile High flood District regarding the design and construction of drainage and flood control improvements for Sampson/Robinson Gulch Regional Pond?

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. R2025- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF THE THIRD AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT REGARDING THE DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR SAMPSON/ROBINSON GULCH REGIONAL POND

WHEREAS, the City of Aurora, acting by and through its Utility Enterprise ("Aurora Water") and Urban Drainage and Flood Control District d/b/a Mile High Flood District ("District") have entered into an Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Sampson/Robinson Gulch Regional Pond ("Agreement"); and

WHEREAS, Aurora Water and District now desire to proceed with the design and construction of drainage and flood control improvements for Sampson/Robinson Gulch Regional Pond ("Project"); and

WHEREAS, the project costs funded through this third amendment to the Agreement include construction by the District of the drainage and flood control improvements and maintenance funding ("Project Costs"); and

WHEREAS, Aurora Water's contribution to the Project Costs through this third amendment to the Agreement shall be $153,443.66; and

WHEREAS, a summary of contributions is set forth in the table below; and

	Previous Contribution	Contribution through this Third Amendment	Total Contribution
District	$376,542.00	$353,836.80	$730,378.80
Aurora Water	$573,784.13	$153,443.66	$727,227.79
TOTAL	$950,326.13	$507,280.46	$1,457,606.59

WHEREAS, the work performed pursuant to the third amendment to the Agreement is necessary for the health, safety, and welfare of the residents of Aurora; and

WHEREAS, Aurora Water 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 Aurora Water 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 third amendment to the Intergovernmental Agreement between the City of Aurora acting by and through its Utility Enterprise and Urban Drainage and Flood Control District d/b/a Mile High Flood District regarding the design and construction of drainage and flood control improvements for Sampson/Robinson Gulch Regional Pond 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. All resolutions or parts 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: Ian J Best RLA
IAN BEST, Assistant City Attorney

THIRD AMENDMENT TO
AGREEMENT REGARDING
DESIGN AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
SAMPSON/ROBINSON GULCH REGIONAL POND

Agreement No. 24-04.23C
Project No. 110107

THIS THIRD AMENDMENT TO AGREEMENT (hereinafter called "THIRD AMENDMENT"), by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT (hereinafter called "DISTRICT") and CITY OF AURORA (hereinafter called "CITY") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, PARTIES have entered into "Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Sampson/Robinson Gulch Regional Pond " (Agreement No. 24-04.23) dated July 16, 2024, as amended (hereinafter called "AGREEMENT"); and

WHEREAS, PARTIES now desire to proceed with the design and construction of drainage and flood control improvements for Sampson/Robinson Gulch Regional Pond (hereinafter called "PROJECT"); and

WHEREAS, PARTIES desire to increase the level of funding by $507,280.46; and

WHEREAS, DISTRICT's Board of Directors has authorized additional DISTRICT financial participation for PROJECT (Resolution No. ___, Series of 2025); and

WHEREAS, the CITY Council of CITY and the Board of Directors of DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. Paragraph 1.04. PROJECT COSTS AND ALLOCATION OF COSTS is deleted and replaced as follows:

1.04. PROJECT COSTS AND ALLOCATION OF COSTS

A. PARTIES agree that for the purposes of this AGREEMENT, PROJECT costs shall consist of and be limited to the following:

1. Final design services;
2. Construction of improvements;
3. Contingencies mutually agreeable to PARTIES.

B. It is understood that PROJECT costs as defined above are not to exceed $1,457,606.59 without amendment to this AGREEMENT.

PROJECT costs for the various elements of the effort are estimated as follows:

	ITEM	AS AMENDED	PREVIOUSLY AMENDED
1.	Final Design	$ 200,000.00	$ 200,000.00
2.	Construction	$ 1,200,000.00	$ 700,000.00

3.	Contingency	$	57,606.59	$	50,326.13
	Grand Total	$	$1,457,606.59	$	950,326.13

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this AGREEMENT provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest.

C. At the request of PROJECT SPONSOR, the following funds will be transferred to PROJECT from a separate special fund held by DISTRICT:
Transfer from: 105538-Robinson Gulch at Aurora Parkway and Arapahoe Road
Account No. 105538 Agreement No. 17-02.04
Amount: $7,280.46 (PROJECT SPONSOR - $3,443.66; DISTRICT - $3,836.80)
DISTRICT's Board of Directors authorized Funds of DISTRICT for PROJECT (Resolution No. 66, Series of 2018)

D. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

CAPITAL IMPROVEMENT FUNDING				
	Percentage Share	Previously Contributed	Additional Contribution	Maximum Contribution
DISTRICT	50%	$350,000	$350,000	$700,000
CITY	50%	$550,000	$150,000	$700,000
TOTAL	100%	$900,000	$500,000	$1,400,000

MAINTENANCE FUNDING				
	Percentage Share	Previously Contributed	Additional Contribution	Maximum Contribution
DISTRICT	46.07%	$26,542.00	$ 0.00	$26,542.00
CITY	41.29%	$23,784.13	$ 0.00	$23,784.13
SPECIAL FUND TRANSFER, DISTRICT FUNDS	6.66%	$ 0.00	$3,836.80	$3,836.80
SPECIAL FUND TRANSFER, CITY FUNDS	5.98%	$ 0.00	$3,443.66	$3,443.66
TOTAL	100%	$50,326.13	$7,280.46	$57,606.59

TOTAL FUNDING			
	CAPITAL	MAINTENANCE	TOTAL CONTRIBUTION
DISTRICT	$ 700,000.00	$30,378.80	$ 730,378.80
CITY	$ 700,000.00	$27,227.79	$ 727,227.79
TOTAL	$1,400,000.00	$57,606.59	$1,457,606.59

2. Paragraph 1.05. MANAGEMENT OF FINANCES

1.05. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's full share may come from its own revenue sources or from funds received from state, federal or other sources of funding without limitation and without prior DISTRICT approval.

Payment of each PARTY's full share (CITY - $727,227.79; DISTRICT - $730,378.80) shall be made to DISTRICT subsequent to execution of this AGREEMENT and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to CITY of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Section 2.03).

Within one year of completion of PROJECT if there are monies including interest earned remaining, which are not committed, obligated, or disbursed, each party shall be refunded proportional to the PARTY'S contribution; or, at PROJECT SPONSOR request, PROJECT SPONSOR share of remaining monies shall be transferred to another special fund held by DISTRICT for the benefit of PROJECT SPONSOR.

3. All other terms and conditions of this AGREEMENT shall remain in full force and effect.

WHEREFORE, PARTIES hereto have caused this THIRD AMENDMENT to be executed by properly authorized signatories as of the date and year written below.

URBAN DRAINAGE AND FLOOD CONTROL DISTRICT
D/B/A
MILE HIGH FLOOD DISTRICT

By_____

Name Laura A. Kroeger

Title Executive Director

Date_____

_____ Checked By

_____ Checked By

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:

Ian J Best 11/4/2025 25031070
Ian Best, Assistant City Attorney Date ACS #

State of Colorado)
) ss
County of Arapahoe)

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

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

(Seal)

Outcome: The Committee supports the Intergovernmental Agreement regarding Drainage and Flood Control Improvements on Coal Creek at Picadilly Road and forwarded to the next Study Session.

Follow-Up Action: The Intergovernmental Agreement regarding Drainage and Flood Control Improvements on Coal Creek at Picadilly Road will be forwarded to the next Study Session.

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4. Drainage and Flood Control Improvements for the Sampson/Robinson Gulch Regional Pond

Summary of Issue and Discussion: S. Scorza gave a presentation regarding an intergovernmental agreement between the Mile High Flood District (MHFD) and Aurora Water to return the Sampson Gulch and Robinson Gulch regional pond to its full detention capacity, this project will remove all sediment from the bottom of the basin and forebays. The outlet structure will be redesigned to facilitate safer and easier maintenance access in the future. MHFD will be the lead managing agency for this project. Design will occur in late Q2 2024 with construction anticipated in Q1 2025.

Outcome: The Committee supports the Intergovernmental Agreement regarding Drainage and Flood Control Improvements for the Sampson/Robinson Gulch Regional Pond and forwarded to the next Study Session.

Follow-Up Action: The Intergovernmental Agreement regarding Drainage and Flood Control Improvements for the Sampson/Robinson Gulch Regional Pond will be forwarded to the next Study Session.

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5. Harmony Flg 14 Reimbursement Agreement

Summary of Issue and Discussion: C. Woo gave a presentation on a reimbursement agreement with Melcor/TC Aurora LLC, the developer of the Harmony Phase 4 Subdivision. Harmony Phase 4 is located in Ward II, southeast of East Alameda Avenue and South Powhaton Road. This Agreement is for a thirty-six (36) inch transmission waterline within South Powhaton Road, extending from approximately East Alameda Avenue to East Exposition Avenue. The total not to exceed reimbursement amount is $1,668,311.90 to be paid in one lump sum following the acceptance of the regional improvements.

Outcome: The Committee supports the Harmony Flg 14 Reimbursement Agreement and forwarded to the next Council Meeting.

Follow-Up Action: The Harmony Flg 14 Reimbursement Agreement will be forwarded to the next Council Meeting.

MINUTES

Regular Meeting of the Aurora City Council

Monday, June 24, 2024

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

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1. CALL TO ORDER

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

2. ROLL CALL

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

3. INVOCATION/MOMENT OF SILENCE

Mayor Coffman led in prayer for the June 24,2024 meeting.

4. PLEDGE OF ALLEGIANCE

All Standing.

Mayor Coffman read a land acknowledgement.

5. EXECUTIVE SESSION UPDATE

None.

6. APPROVAL OF MINUTES

None.

7. PROCLAMATIONS OR CEREMONIES

7.a Disability Pride Month

Mayor Coffman proclaimed the month of July 2024 as Disability Pride Month.

8. PUBLIC INVITED TO BE HEARD

(non-agenda related issues only)

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.

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

10.c.4 Consideration to Appoint One (1) Member to the Library Board

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

10.c.5 Consideration to Remove Two (2) Members from the Library Board

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

10.c.6 Council Direct Appointment of One (1) Member to the Aurora Fox Arts Center Board

Sponsor: Danielle Jurinsky, Council Member

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

Moved by: Stephanie Hancock

Second by: Crystal Murillo

Does Council with to continue this item to the July 8th Council Meeting?

Council Member Hancock requested supplemental information but did not receive it prior to the City Council meeting and would like to push until the next meeting.

Council Member Coombs requested information about permission of council members to make direct appointments as opposed to going through the staff and commission process.

Mayor Coffman noted that an interrogatory may be put in.

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

Absent: (1): Françoise Bergan

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: Dustin Zvonek

Second by: Stephanie Hancock

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

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

Outcome: The consent items were supported as presented.

Follow-Up Action: None.

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3. Consideration to Appoint one (1) Member to the Metro Water Recovery District Board

Summary of Issue and Discussion: M. Brown gave a presentation of the appointment of Cat Olukotun to the Metro Water Recovery District Board from January 2025 through June 2025 to complete Greg Baker's term due to his retirement in December 2024.

Outcome: The Committee supports moving the appointment of one (1) member to the Metro Water Recovery District Board forward to Study Session.

Follow-Up Action: The appointment of one (1) member to the Metro Water Recovery District Board will be forwarded to the next Study Session.

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4. Colorado Parks and Wildlife Commission Lease Extension Intergovernmental Agreement

Summary of Issue and Discussion: R. Kienitz gave a presentation on an Intergovernmental Agreement (IGA) with the Colorado Parks and Wildlife Commission for 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.

Outcome: The Committee supports moving and IGA with the Colorado Parks and Wildlife Commission for a Lease Extension forward to Study Session.

Follow-Up Action: The IGA with the Colorado Parks and Wildlife Commission for a Lease Extension will be forwarded to the next Study Session.

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5. Amendment to an Intergovernmental Agreement with Mile High Flood District for the Sampson/Robinson Gulch Regional Pond

Summary of Issue and Discussion: S. Scorza gave a presentation on an amendment to an Intergovernmental Agreement (IGA) with Mile High Flood District (MHFD) for the Sampson/Robinson Gulch Regional Pond to return the pond to its full detention capacity from ongoing issues related to vegetation and debris clogging the outlet structure. This project will remove all sediment from the bottom of the basin and forebays. The outlet structure will be redesigned to facilitate safer and easier maintenance access in the future.

CM Bergan asked, the pond was built 24 years ago and was not built appropriately, did a developer build the detention pond? S. Scorza responded, the pond was built appropriately for the time, however, the amount of sediment that has come through and the type of access now needed has changed from 24 years ago. The structure that is there is no longer compatible with how we currently operate. CM Bergan asked, would possible future problems for new ponds be mitigated by the city and Mile High Flood District? M. Brown responded, there are two different types of ownership for ponds, the first are private ponds that are maintained by homeowner's associations (HOA's) or Metro Districts and regional ponds which are often built by developers are conveyed to public entities for ownership and maintenance. Those public entities are typically the City of Aurora or Mile High Flood District. S. Young added, we have allowed some Metro Districts to maintain regional ponds with agreements that outline strict maintenance criteria and plans. M. Brown continued; the maintenance criteria have become more clearly defined over the past few decades.

Ontcome: The Committee supports moving an Amendment to an IGA with Mile High Flood District for the Sampson/Robinson Gulch Regional Pond to the next Council meeting.

Follow-Up Action: The Amendment to an IGA with Mile High Flood District for the Sampson/Robinson Gulch Regional Pond will be forwarded to the next Council meeting.

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6. Amendment to an Intergovernmental Agreement with Denver Water for the Strontia Springs Access Improvement Project

Summary of Issue and Discussion: M. Allsopp gave a presentation for an amendment to an Intergovernmental Agreement (IGA) with Denver Water for the the Strontia Springs Access Improvement Project which is required to improve the safety of access and operations along the Upper Access Road between the Strontia Springs Reservoir Outlet Towers and boat dock ramp. This amendment will increase Aurora Water's contribution due to changes in the project scope and unforeseen geotechnical issues encountered during construction.

Outcome: The Committee supports moving an Amendment to an IGA with Denver Water for the Strontia Springs Access Improvement Project forward to the next Council meeting.

Follow-Up Action: The Amendment to an IGA with the Denver Water for the Strontia Springs Access Improvement Project will be forwarded to the next Council meeting.

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7. Intergovernmental Agreement with Arapahoe County for the Highline Canal Use and Maintenance

Summary of Issue and Discussion: S. Young gave an update that we are no longer asking for approval on this item as Arapahoe County is not willing to negotiate on the proposed easement and license agreement language and therefore it is not in the best interest of Aurora to proceed with the sewer line.

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

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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

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

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

Water Policy Committee (WPC) Meeting

August 20, 2025

Members Present:	Council Member Françoise Bergan (Vice Chair), Council Member Ruben Medina
Absent:	Council Member Alison Coombs (Chair)
Others Present:	Vern Adam, Rachel Allen, Ian Best, Marshall Brown, Melina Bourdeau, Stephen Cann, Alexandra Davis, James DeHerrera, Aimee Drucker, Rory Franklin, Elizabeth Gillitzer-Gallardo, Sonya Gonzalez, Marena Lertch, Andrea Long, Luz Lopez, Adrian Morris, John Murphy, Swirvine Nyirenda, Cat Olukotun, Casey Rossman, Sam Scorza, Matt Spacek, Oona Sullivan, Gail Thrasher, Earl Wilkinson, Chong Woo, Cheinette Van Wyk, Alex Weber, Sarah Young

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1. Approval of Minutes

The July 16, 2025, meeting minutes were approved as presented.

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2. Consent Items

A. Construction Change Order Report
B. Monthly Water Supply Update
C. Grants Update

Summary of Issue and Discussion: J. Murphy gave a brief overview of the water storage status.

Outcome: The consent items were supported as presented.

Follow-Up Action: None.

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3. PFAS Grant

Summary of Issue and Discussion: L. Lopez gave a presentation on an Intergovernmental Grant Agreement in which the Environmental Protection Agency (EPA) has released funding through the Infrastructure Investment and Jobs Act (IIJA) for the Emerging Contaminants for Small or Disadvantaged Communities Grant Program and has awarded Aurora Water $18,440,228.00 in grant funding to build a new treatment facility to treat for per-fluoroalkyl/poly-fluroralkyl substances (PFAS).

Outcome: The Committee supports moving a Resolution for the Intergovernmental Grant Agreement regarding Grant Funds to plan, design, and construct public water infrastructure for treatment of Per- and Polyfluoroalkyl Substances (PFAS) forward to the September 8, 2025, Study Session.

Follow-Up Action: A Resolution for the Intergovernmental Grant Agreement regarding Grant Funds to plan, design, and construct public water infrastructure for treatment of Per- and Polyfluoroalkyl Substances (PFAS) will be forwarded to the September 8, 2025, Study Session.

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4. Aurora Rain and Stream Gages Intergovernmental Agreement

Summary of Issue and Discussion: S. Scorza gave a presentation on an Intergovernmental Agreement (IGA) with Mile High Flood District to install new rain and stream gages to help ensure consistent coverage through the entire city, including new construction areas.

M. Medina asked, why are we the only ones contributing to this amendment? S. Scorza stated, Mile High Flood District did not budget for this amendment for 2025, but Aurora Water did. They did however, budget for the amendment for 2026 therefore, they will be contributing their portion of the amendment in 2026.

Outcome: The Committee supports moving a Resolution for an Intergovernmental Agreement for the Aurora Rain and Stream Gages forward to the September 8, 2025, Study Session.

Follow-Up Action: The Resolution for an Intergovernmental Agreement for the Aurora Rain and Stream Gages will be forwarded the September 8, 2025, Study Session.

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5. Colorado Interstate Gas Extraterritorial Water and Wastewater Service Agreement

Summary of Issue and Discussion: C. Woo gave a presentation on an Extraterritorial Water and Wastewater Service Agreement with Colorado Interstate Gas, LLC (CIG) to service their Watkins Compressor Station located at 4650 East Smith Road, Aurora, CO 80019. As a condition of the water and sanitary service, CIG has agreed to dedicate the City of Aurora a temporary construction easement and permanent sanitary sewer easement.

Outcome: The Committee supports moving an Extraterritorial Water and Wastewater Service Agreement with Colorado Interstate Gas, LLC forward to the September 8, 2025, Study Session.

Follow-Up Action: An Extraterritorial Water and Wastewater Service Agreement with Colorado Interstate Gas, LLC will be forwarded to the September 8, 2025, Study Session.

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6. Second Amendment to an Intergovernmental Agreement for Drainage and Flood Control Improvements for Sampson and Robinson Gulch Regional Pond

Summary of Issue and Discussion: A. Drucker gave a presentation on the Second Amendment of an Intergovernmental Agreement (IGA) with Mile High Flood District which will allow for an additional of $200,000.00 to the construction budget to return the pond to its full detention capacity.

Outcome: The Committee supports moving a Resolution for the Second Amendment to an Intergovernmental Agreement for Design and Construction of Drainage and Flood Control Improvements for Sampson/Robinson Gulch Regional Pond forward to the September 8, 2025, Council Meeting.

Follow-Up Action: A Resolution for the Second Amendment to an Intergovernmental Agreement for Design and Construction of Drainage and Flood Control Improvements for Sampson/Robinson Gulch Regional Pond will be forwarded to the September 8, 2025, Council Meeting.

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7. Intergovernmental Agreement with the Bureau of Land Management for Preparation of an Environmental Impact Statement for the Wild Horse Reservoir

Summary of Issue and Discussion: M. Brown gave a presentation on an Intergovernmental Agreement (IGA) with the Bureau of Land Management (BLM) for additional funding to the BLM for continued preparation of the Wild Horse Reservoir Project Environmental Impact Statement.

CM Bergan asked, why is the BLM reimbursing us for funds not used rather than only using the funds as needed? M. Brown stated, that is how it is written in the agreement and therefore, the funds will be readily available for the BLM to use.

Outcome: The Committee supports moving a Resolution for an Intergovernmental Agreement for Wild Horse Reservoir Permit and Approval of Additional Application Review Costs forward to the September 8, 2025, Council Meeting.

Follow-Up Action: A Resolution for an Intergovernmental Agreement for Wild Horse Reservoir Permit and Approval of Additional Application Review Costs will be forwarded to the September 8, 2025, Council Meeting.

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8. Restoration of Yield Intergovernmental Agreement

Summary of Issue and Discussion: A. Davis gave a presentation on Aurora and its Recovery of Yield (ROY) partners to propose a new Authority to govern the new storage projects to be developed for the purposes of restoring the lost yield of the Arkansas River diversions.

MINUTES

Regular Meeting of the Aurora City Council

Monday, September 8, 2025

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

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1. CALL TO ORDER

Mayor Coffman reconvened the regular meeting of the City Council at 6:55 p.m.

2. ROLL CALL

3. INVOCATION/MOMENT OF SILENCE

Mayor Coffman led in prayer for the September 8, 2025 meeting.

4. PLEDGE OF ALLEGIANCE

(All Standing)

Mayor Coffman read a land acknowledgement.

5. EXECUTIVE SESSION UPDATE

Mayor Coffman provided an update on the Executive Session, stating legal advice was discussed.

6. APPROVAL OF MINUTES

6.a August 25, 2025 Meeting Minutes

Moved by: Steve Sundberg

Second by: Françoise Bergan

Does Council wish to approve the minutes of the August 25, 2025 meeting?

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

Absent: (1): Stephanie Hancock

7. PROCLAMATIONS OR CEREMONIES

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.

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: Françoise Bergan

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

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

10.a Resolutions

10.a.1 Second Amendment to an Intergovernmental Agreement (IGA) to Drainage and Flood Control Improvements for Sampson and Robinson Gulch Regional Pond

R2025-95 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF A SECOND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA COLORADO ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT REGARDING DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR SAMPSON/ROBINSON GULCH REGIONAL POND

Andrea Long, Principal Engineer, Aurora Water / Ian Best, Assistant City Attorney

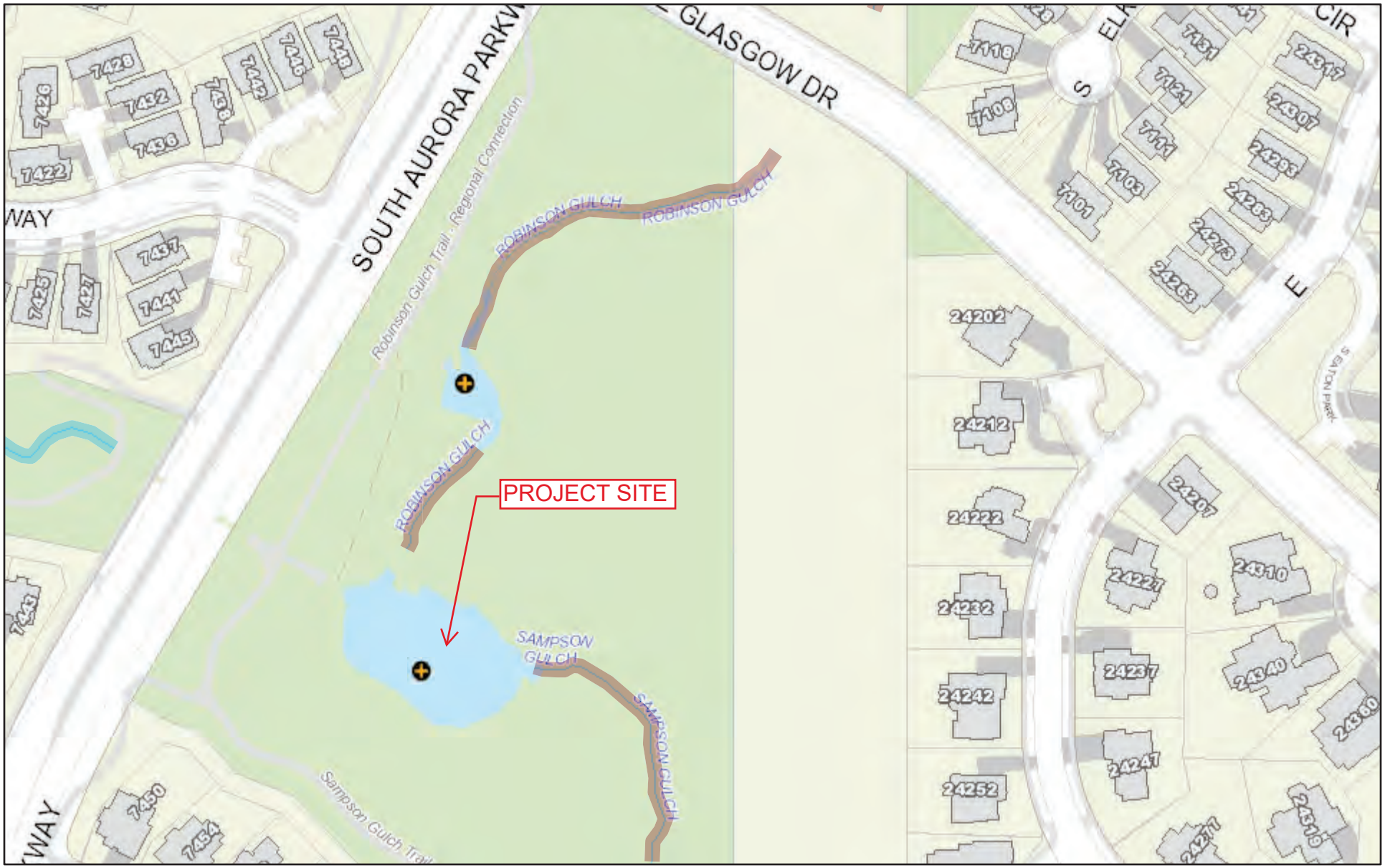
10.a.2 Intergovernmental Agreement (IGA) with the Bureau of Land Management (BLM) for Preparation of the Environmental Impact Statement for the Wild Horse Reservoir Project

R2025-96 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF AURORA WATER'S CONTINUATION OF ITS AGREEMENT WITH THE UNITED STATES OF AMERICA, DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT FOR WILD HORSE RESERVOIR PERMIT AND APPROVAL OF ADDITIONAL APPLICATION REVIEW COSTS

Sarah Young, Assistant General Manager of Planning and Engineering, Aurora Water / Ian Best, Assistant City Attorney

10.a.3 City of Aurora Private Activity Bond (PAB) Allocation for the Aurora Housing Authority 2025

Aurora Regional Detention Sediment Removal



10/17/2023, 9:16:55 AM

Storm Pond

Active Aurora Maintained Pond

Storm Open Channel

Active Aurora Channel

Creek

1:2,000

0 0.01 0.03 0.06 mi

0 0.03 0.06 0.11 km

City of Aurora

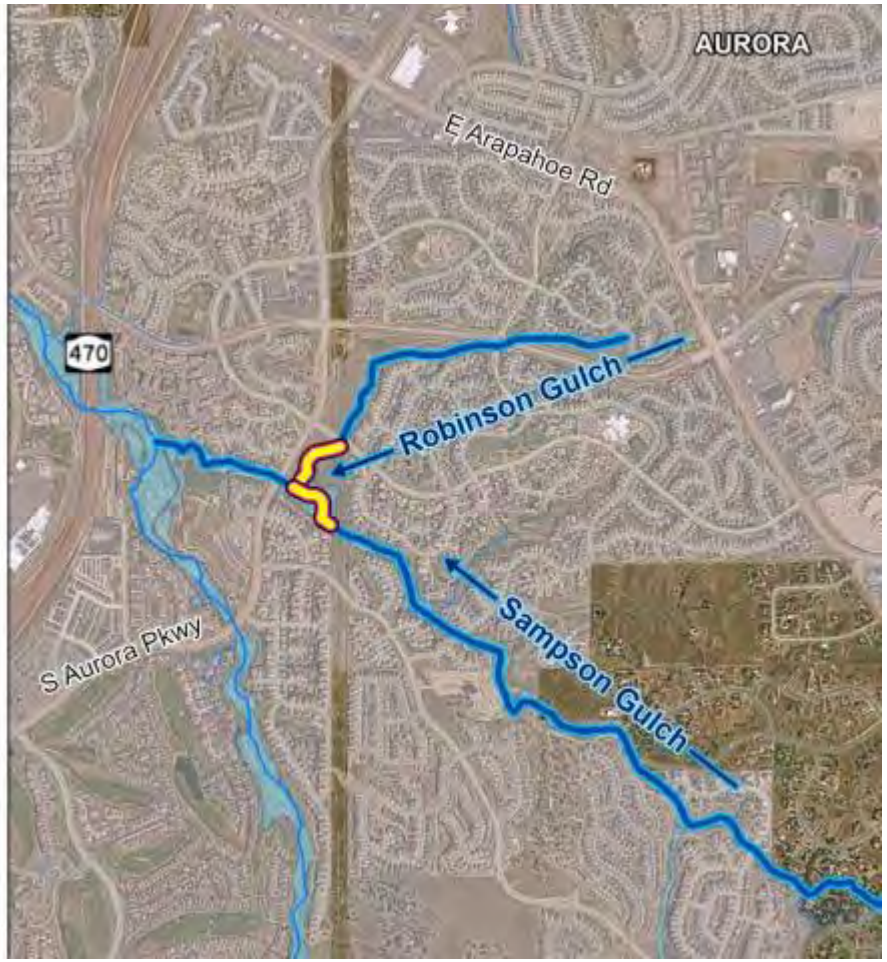
ArcGIS Web AppBuilder

City of Aurora | City of Aurora - GIS Editing Group |

Mile High Flood District IGA

Agreement between MHFD and Aurora

Sampson/Robinson Gulch Detention Pond



The project area is shown here in yellow – at the confluence of Sampson Gulch and Robinson Gulch.

Sampson/Robinson Gulch Detention Pond

This pond was built 24 years ago without consideration for safe and accessible maintenance access. It has become overgrown and silted over time, reducing the detention capacity.

This project will remove the sediment and reconstruct the outlet.





Sampson/Robinson Gulch Detention Pond

	Contribution through this IGA	Special Fund Transfer	Funds through previous IGA	Total
City of Aurora	$150,000	$3,443.66	$573,784.13	$727,227.79
MHFD	$350,000	$3,836.80	$376,542.00	$730,378.80
Total				$1,457,606.59

This IGA amendment includes Aurora contributing $150,000 and MHFD contributing $350,000 to fund the capital work. MHFD's contribution includes matching the City's $200,000 contribution made with Amendment 2. Interest remaining in the Maintenance Fund previously transferred to this project will be transferred with this amendment.(Special Fund Transfer) Funds from this amendment will fully fund the proposed construction.

Sampson/Robinson Gulch Detention Pond

Does the Water Policy Committee support moving this item forward to City Council?

CITY OF AURORA
Council Agenda Commentary

Item Title: Kings Crossing Village Reimbursement Agreement
Item Initiator: Casey Ballard, Project Engineer II, Aurora Water
Staff Source/Legal Source: Chong Woo, Deputy Director of Planning and Engineering, Aurora Water / Ian Best, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Healthy: Connecting natural and built environments with multimodal networks, ensuring access to parks and recreation, and preserving sustainable water supplies.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 12/15/2025

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)

R2025-152 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF THE AURORA WATER REGIONAL UTILITY COST REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF AURORA, ACTING BY AND THROUGH ITS UTILITY ENTERPRISE, AND KINGS CROSSING VILLAGE LLC REGARDING KING'S CROSSING VILLAGE
Chong Woo, Deputy Director of Planning and Engineering, Aurora Water / Ian Best, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☒ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Water Policy

Policy Committee Date: 11/19/2025

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 19, 2025 the Water Policy Committee supported moving the Aurora Water Regional Utility Cost Reimbursement Agreement between the City of Aurora, acting by and through its Utility Enterprise, and Kings Crossing Village, LLC, regarding King's Crossing Village forward to the December 15, 2025 Council meeting.

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

The Kings Crossing Project, located at the southeast corner of East 6th Avenue and Jasper Street, is a multi-family apartment development currently under construction (see Exhibit A). As part of the development, a connection was planned to an existing 12-inch waterline along the west property boundary. During excavation, the existing waterline was found to be in poor condition, exhibiting severe corrosion and multiple breaks. These failures required immediate repair by Aurora Water Operations to maintain service integrity.

Given the deteriorated condition of the waterline, Aurora Water determined that immediate replacement was necessary to prevent future disruptions to both the utility and the Kings Crossing development. The general contractor (GC) for the Kings Corssing project was approached by Aurora Water Engineering to assess their interest in performing the replacement work. A formal cost proposal was submitted. While Aurora Water was still reviewing the proposal, the GC proceeded with the replacement work without written authorization. Despite this, Aurora Water staff acknowledges that the utility benefited from the work, as the waterline would have required replacement in the near future.

To address the situation, it was agreed that payment would be processed through a Reimbursement Agreement. The GC completed the installation on behalf of Aurora Water, supporting regional infrastructure. The new waterline not only serves the Kings Crossing development but also neighboring parcels. It was constructed to current Aurora Water standards and passed all water quality testing requirements.

Aurora Water staff reviewed the contractor's invoices and supporting documentation to verify actual incurred costs. The total reimbursement amount is $108,883.35, as detailed in Exhibit B.

To validate the reasonableness of the cost, staff compared it to bid tabulations from the 2023 and 2024 Waterline Replacement Capital Improvement Projects. After adjusting for inflation, the Kings Crossing replacement cost was within 3–6% of comparable bids. Based on this analysis, staff considers the reimbursement amount to be responsive and equitable.

Staff recommends approval of the $108,883.35 reimbursement to Kings Crossing Village LLC under the terms of the Reimbursement Agreement.

The terms stated in the Agreement are as follows:

- Infrastructure shall meet all City requirements and standards.
- GC is responsible for 100% of the costs upfront and will be reimbursed the eligible amount for the improvements.
- Reimbursement costs will be paid from the Capital Improvement Program, Water Fund.
- Reimbursements will be paid in accordance with Section 5 of the agreement which states the developer is required to submit invoices for completed work to the City for review and approval of constructed Regional Improvements accompanied by supporting documentation. The invoices must be approved by Aurora Water prior to payment and shall not exceed the Eligible Reimbursement Amount.
- All Regional Infrastructure shall have a three-year warranty.

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 for this Reimbursement Agreement in the amount of $108,883 will be from the Capital Improvement Program, Water Fund.

CC-52335 FD-505 PRJ-TBD SC-68300

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 approve an Aurora Water Regional Utility Cost Reimbursement Agreement between the City of Aurora, acting by and through its Utility Enterprise, and Kings Crossing Village, LLC, regarding King's Crossing Village?

LEGAL COMMENTS

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

RESOLUTION NO. R2025- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF THE AURORA WATER REGIONAL UTILITY COST REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF AURORA ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND KINGS CROSSING VILLAGE LLC REGARDING KING'S CROSSING VILLAGE

WHEREAS, Kings Crossing Village, LLC ("Developer") is the owner of certain real property ("Property") located within the City of Aurora consisting of approximately 5.678 acres; and

WHEREAS, in connection with development of the Property, Developer is required to install certain water, sewer or storm drainage line infrastructure to serve the Property; and

WHEREAS, the Developer, pursuant to the Aurora City Code, has installed a twelve-inch (12") water line to replace a critically damaged water line of the same size in order to serve both the Property and neighboring properties ("Regional Improvements"); and

WHEREAS, the Developer constructed the Regional Improvements prior to the time the City of Aurora, acting by and through its Utility Enterprise ("City") was prepared to do so, and the Developer has undertaken the installation of the Regional Improvements and payment of one hundred percent (100%) of the cost thereof; and

WHEREAS, the Regional Improvements will benefit users outside of Developer's service area and will also benefit the overall health, safety, and general welfare of the residents of Aurora; and

WHEREAS, the City is willing to reimburse the Developer for certain approved incremental costs associated with installation of the Regional Improvements limited to revenues generated from the portion of the Service connection fees as specified in Aurora City Code from adjacent properties benefitting from the Regional Improvements (or from capital funding or a combination thereof when approved by Aurora Water, in its sole discretion); and

WHEREAS, the eligible reimbursement amount for the Regional Improvements is $108,883.35; and

WHEREAS, Aurora Water is authorized, pursuant to City Code 138-28 to acquire, construct, operate, maintain, and extend water, wastewater, and storm drainage facilities within or without the corporate boundaries of Aurora, and to make contracts, acquire lands, and do all things that are necessary or convenient therefore.

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

Section 1. The Aurora Water Regional Utility Cost Reimbursement Agreement between the City of Aurora acting by and through its Utility Enterprise and Kings Crossing Village LLC regarding King's Crossing Village 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. All resolutions or parts 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: Ian J Best RLA
IAN BEST, Assistant City Attorney

Aurora Water Regional Utility Cost Reimbursement Agreement
King's Crossing Village

This Aurora Water Utility Cost Reimbursement Agreement ("Agreement"), is entered into as of the Effective Date by and between the Kings Crossing Village LLC ("Developer"), and the City of Aurora, Colorado, a Colorado municipal corporation of the counties of Adams, Arapahoe, and Douglas, acting by and through its Utility Enterprise ("City"), whose address is 26791 E Quincy Ave. Aurora, Colorado 80016. The City and Developer may be referred to herein individually as a "Party", or together as the "Parties".

Recitals

WHEREAS, Developer is the owner of certain real property ("**Property**") located within the City consisting of approximately 5.678 acres; and

WHEREAS, in connection with development of the Property, Developer is required to install certain water, sewer or storm drainage line infrastructure to serve the Property; and

WHEREAS, the Developer, pursuant to the Aurora City Code, has installed a twelve inch (12") water line to replace a critically damaged water line of the same size in order to serve the Property and neighboring properties ("**Regional Improvements**"); and

WHEREAS, the Regional Improvements are more specifically described as set forth in **Exhibit A** (attached hereto, and incorporated by this reference); and

WHEREAS, the Regional Improvements were required for the Developer to obtain water transmission, sewer interceptor and storm drainage services ("**Service**" or "**Services**" as further defined in Section 1(e)) for their Property; and

WHEREAS, the Developer constructed the Regional Improvements prior to the time the City was prepared or obligated to do so and the Developer has undertaken the installation of the Regional Improvements and payment of one hundred percent (100%) of the cost thereof; and

WHEREAS, the City is willing to reimburse the Developer for certain approved incremental costs associated with installation of the Regional Improvements limited to revenues generated from the portion of the Service connection fees as specified in City Code from adjacent properties benefitting from the Regional Improvements (or from capital funding or a combination thereof when approved by Aurora Water, in its sole discretion).

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

Agreement

1. Regional Improvements Initial Payment and Reimbursable Costs.

(a) Payment of Regional Improvements Costs. Developer has paid one hundred percent (100%) of the Regional Improvement costs subject to reimbursement by the City as set forth in this Agreement.

(b) Estimated Reimbursement Amount. City will reimburse Developer for approved costs to install the Regional Improvements ("Reimbursement Amount"). The Reimbursement Amount as calculated by the Developer and reviewed and approved by the City is $**108,883.35** as shown in Exhibit B. The Reimbursement Amount shall be paid to Developer as set forth in Section 5 of this Agreement.

(c) Service Definition.
The Regional Improvements shall allow for water service to the Property and neighboring properties.

(d) Connection Fee Limitation. In no event shall the Reimbursement Amount exceed the revenues received from the water connection fee as referenced in Section 138-221 of City Code collected from properties adjacent and/or connecting to the Regional Improvements, unless a separate funding mechanism was previously approved by the City in writing.

(e) Metropolitan Districts. Developer may organize and form one or more metropolitan districts (each a "**District**" or collectively the "**Districts**") to finance and be responsible for the Developer's obligations under this Agreement. Such Districts may assume the Developer's Regional Improvement and or payment obligations ("**Assumed Obligation**") by executing an assumption agreement. Should a District fail to perform an Assumed Obligation in part or in whole, the Developer shall remain liable for full completion of the Assumed Obligation to the City's satisfaction. Nothing in this Agreement will be construed as an approval by the City of creation of a District.

2. Engineering and Design.

(a) Contract Documents. "**Contract Documents**" means the engineering drawings, specifications, stormwater management plan, geotechnical report, schedule of values, description of all materials, products, process, and any other documents or permits required to successfully construct the Regional Improvements in accordance with all federal and state laws and all provisions of City Code, rules and regulations, and City specifications and standards.

(b) Project Engineer. The Developer must select a project engineer or equally qualified project manager from the City's list of pre-qualified engineers to supervise and coordinate the Developer's obligations under this Agreement ("**Project Engineer**").

(c) City Design. If the Regional Improvements have been designed by the City, the Contract Documents shall be set forth in **Exhibit B** (attached hereto and incorporated by this reference).

(d) Developer Design. If the Regional Improvements have not been designed by the City, the Project Engineer shall supervise the creation of appropriate Contract Documents. The City shall have the right to review such Contract Documents.

(e) Submittals. The Project Engineer shall coordinate all submittals and requests for information with the City's project manager to ensure all materials and product processes meet City specification and standards. All submittals must be uploaded to the City's electronic submittal system in a manner acceptable to the City. The City will review all required submittals and shall require at least twenty-one (21) days for review and approval. The City will advise the Project Engineer if larger or more complex submittals require additional City review time. A construction note must be included on the plans indicating this requirement.

(f) Easements. If the Regional Improvements require easements, licenses or other property interests which have not yet been obtained by the City as part of preliminary design, Developer must obtain and convey all necessary easements, licenses or other property interests to the City to accommodate the City's operation and maintenance of the Regional Improvements. Easements, fee property interests and licenses acquired by Developer must be consistent with both Aurora Water's and the City's Real Property Department's existing standards, specifications and requirements as necessary for operation and maintenance of the Regional Improvements, and subject to any easements, covenants and matters of record, provided that such matters of record do not (a) negate, infringe or impair the functionality of the Regional Improvements, (b) unreasonably interfere with the use or purpose of the easements, (c) unreasonably interfere with any ability to maintain any Regional Improvements thereunder, or (d) otherwise create an unreasonable liability for the City. All licenses, easements, and fee property interests obtained by Developer pursuant to this Agreement shall be acquired such that they are transferrable and/or assignable to City upon Initial Acceptance of the Regional Improvements. All fee property interests, easements and licenses must permit sufficient access such that Aurora Water can maintain, operate, and deliver services through the Regional Improvements.

(g) Engineering Design. Preliminary design must be at least thirty percent (30%) of the anticipated final design. Upon review of the preliminary design by the City, Developer will begin final design and construction plans and specifications for the Regional Improvements and will coordinate with the City when the design is sixty percent (60%) complete. Upon review of the sixty percent (60%) design by the City, Developer will complete the final design, construction plans, and specifications and will coordinate with the City to obtain formal and final review of the Regional Improvement plans and specifications from the City. The final design of the plans and specifications are subject to review and approval from all City departments. The Developer shall be responsible for the Contract Documents.

3. Regional Improvements Construction.

(a) [Intentionally Omitted].
(b) Change Orders. A "**Change Order**" means a written order signed by the Developer and City after execution of this Agreement which authorizes an addition, deletion, or revision to the

Regional Improvements and/or an adjustment to the cost or timeframe for the work to be completed that is issued on or after the Effective Date. The Project Engineer, Developer and City may each request a Change Order. The Project Engineer will prepare, review, and make a recommendation to the City and Developer on any Change Order requested. Only those Change Orders approved by the City prior to the work being performed may be included in the Reimbursement Amount. After a Change Order is approved, the Parties will update the Reimbursement Amount to include the amount of the Change Order. Any Change Order or summary of Change Orders that exceeds ten percent (10%) of the Reimbursement Amount shall require City Council approval.

(c) Inspection. The Developer must provide notice to the City at least five (5) business days prior to the start of construction of the Regional Improvements to allow the City to inspect the installation. The Developer will correct any deficiencies required by the City in a manner satisfactory to the City, in its sole discretion, and within a reasonable time as determined by the City in consultation with Developer prior to issuance of the Initial Acceptance (as further defined below). A construction note must be included on the plans indicating this requirement.

4. Acceptance and Dedication of Regional Improvements.

(a) Utility Permit Extension Agreement. The Developer must apply for and enter into a "**Utility Permit Extension Agreement**" prior to the start of construction of the Regional Improvements.

(b) Substantial Completion and Initial Acceptance. All pipes are subject to acceptance testing to be approved by the City at different stages in the construction process in accordance with City Code, rules and regulations and specifications, including but not limited to the City's Water, Sanitary Sewer & Storm Drainage Infrastructure Standards & Specifications (as amended). "**Substantial Completion**" of the Regional Improvements shall be reached once these tests are passed, as determined by the City in its sole discretion. After Substantial Completion, the City will issue a Regional Improvements "**Initial Acceptance"** notice to the Developer in writing. At Initial Acceptance the Regional Improvements shall become the property of the City and City shall become responsible for operations and maintenance of the Regional Improvements yet still subject to the Warranty as described in Sections 4d.

(c) Final Acceptance. Final Acceptance shall occur only when, in the City's sole discretion: (a) the Developer has received an Initial Acceptance notice; (b) connection to all regional utilities is complete; (c) the Regional Improvements are operating as functionally intended; and (d) the applicable warranty period has expired and any warranty deficiencies have been corrected to the City's satisfaction. If the conditions in this Section 4(c) are satisfied, the City will issue a "**Final Acceptance**" letter to the Developer.

(d) Warranty. Developer shall be responsible for all repair and maintenance to the Regional Improvements through the warranty period. Upon expiration of the warranty period specified in the Utility Permit Extension Agreement and this Agreement (whereby the warranty term set forth in this Agreement will supersede should there be a discrepancy) the City shall be responsible for all repair and maintenance of the Regional Improvements. The Developer must provide a (3)

year warranty from the date of Initial Acceptance that the Regional Improvements are constructed in substantial accordance with the Contract Documents.

5. Reimbursement Payment Process.

(a) Adjustment to Reimbursement Amount. The Reimbursement Amount may be adjusted as necessary to account for properly approved Change Orders. Upon completion of the Regional Improvements and Initial Acceptance by the City, the Parties shall confirm in writing the final Reimbursement Amount owed to Developer. Final cost is issued through approval of the invoicing for all cost eligible items after the issuance of the Initial Acceptance notice.

(b) Documentation. The Reimbursement Amount must be fully supported by invoice and payment documentation which must be supplied to the City in City approved formats and which may include, but are not limited to: signed pay applications from the contractor for actual costs incurred; credited costs for the original infrastructure size for an accurate delta for infrastructure upsize; and signed Change Orders with detailed descriptions of the work performed and line item costs. All reimbursable costs shall be in a line-item format per eligible expense. Documentation should include proof of payment acceptable to the City. All reimbursement payments must be approved by the General Manager of Aurora Water (or designee) before payment may be authorized.

(c) Payment**.** The City's reimbursement obligation to Developer shall be limited to fees collected from adjacent or connecting developments unless another funding source has been identified by Aurora Water, in its sole discretion.

(d) Timing. The City shall pay the Developer a lump sum payment for the Agreed upon Reimbursement Amount within ninety (90) days of the Effective Date.

(e) Connection Fees. The Developer agrees that it shall remain responsible for timely payment of all connection fees in accordance with the City Code, City Rules and Regulations, and fee schedules.

6. Claims.

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

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

(2) If the Claim is for additional compensation, the Claim must include a detailed calculation of the precise amount claimed with all supporting documentation. All Claims must reference the specific contract provisions relied upon to support the Claim. All

Claims must reference that the claim is being submitted under this Agreement. Any writing or other form of notice, however designated, which fails to reference this Agreement shall not be deemed to constitute a valid Claim hereunder.

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

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

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

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

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

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

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

7. Term.
The term of this Agreement shall cease the later of three (3) years after the Effective Date or the expiration of the warranty period.

8. Sole Obligation of Aurora's Utility Enterprise.
(a) This Agreement shall never constitute a general obligation or other indebtedness of the City of Aurora ("City of Aurora" as used hereafter in this section 8), or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City of Aurora within the meaning of the Constitution and laws of the State of Colorado or of the Charter and ordinances of the City of Aurora.

(b) In the event of a default by the Utility Enterprise (Aurora Water) of any of its obligations under this Agreement, Developer shall have no recourse for any amounts owned to it against any funds or revenues of the City of Aurora except for those revenues derived from rates, fees or charges for the services furnished by, or the direct or indirect use of, the Water System and deposited in the Water Enterprise Fund, as the terms "Water System" and "Water Enterprise Fund" are defined in City 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 Contract shall be construed as creating a lien upon any revenues of the Utility Enterprise or the City of Aurora.

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

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

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

If to the City:	Planning and Engineering Division City of Aurora, Aurora Water Department 26791 E. Quincy Ave. Aurora, CO 80016 Email: waterengineering@auroragov.org
With copy to:	City Attorney's Office City of Aurora 15151 East Alameda Parkway, Suite 5300 Aurora, CO 80012
If to the Developer:	Kings Crossing Village LLC c/o Community Development Partners 126 NE Alberta St, Suite 202 Portland, OR 97211 Attn: Wendy Klein Telephone: (347) 218-0242 Email: wendy@communitydevpartners.com

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

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

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

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

16. Liability; No Waiver of Governmental Immunity.
Each Party agrees to be responsible for its own wrongful or negligent acts or omissions or those of its officers, agents or employees to the full extent permitted by law. The Parties agree that the City and its respective officers, agents and employees, are relying on, and do not waive or intend to waive the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq*. (the "Act"), as it is amended from time to time amended. Nothing in this Agreement shall be construed as a waiver of any protections provided under the Act. As an institution of the State of Colorado, the City is not authorized to indemnify any party, public or private, as against the claims and demands of third parties and any such indemnification provision in, or arising from this Agreement, shall be null and void.

17. Insurance.
Developer (or its contractor) must carry insurance as set forth in **Exhibit D** listing the City as an additional insured , except for worker's compensation, on a primary and non-contributory basis. Proof of insurance must be provided to the City prior to commencement of Regional Infrastructure construction. All policies shall contain a waiver of subrogation in favor of the City and the Developer (or its contractor) shall provide a copy of an endorsement providing this coverage. Developer's (or its contractor's) policies will be primary and non-contributory with respect to all self-insurance or insurance policies purchased by the City. The insurance required pursuant to this Section 17 (including Exhibit D referenced above) was maintained by Developer (or its contractor) at the time the Regional Improvements work was performed.

18. Indemnity by Developer.
Developer shall defend, indemnify, and hold harmless the City from and against all claims, damages, losses, expenses, and costs (including reasonable attorneys' fees) arising out of or relating to the Regional Infrastructure project to the extent actually or alleged to be caused by the negligence of Developer or those for whom it is responsible, including without limitation its contractor.

18. Successors and Assigns; No Third-Party Beneficiary.
The Developer may not assign this Agreement without the prior written consent of the City. This Agreement is intended by the Parties hereto to be of use and benefit of the Parties and no

person or entity not a party to this Agreement will be authorized or entitled to rely on the benefits of this Agreement or seek to enforce any of the terms, provisions or covenants contained herein as a third-party beneficiary.

19. Governing Law.
This Agreement shall be construed in accordance with the laws of the State of Colorado, and the Aurora City Charter, City Code, and rules and regulations without reference to conflicts of laws. In the event of any dispute over this Agreement, the exclusive venue and jurisdiction for any litigation arising thereunder shall be in the District Court of Arapahoe County, Colorado, and, if necessary for exclusive federal questions, the United States District Court for the District of Colorado.

19. Force Majeure.
Neither Party shall be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following occurrences: strikes, labor disturbances or disputes, failure of any governmental entity (other than the Parties to this Agreement) or third party action or approval required for full performance, riots, civil disorder, war, floods, earthquakes, acts of God, explosion, pandemic, or similar occurrences outside the control of such Party.

20. Counterparts.
This Agreement may be executed in one or more counterparts, each of which will constitute an original agreement, but all of which together will constitute a single agreement. A facsimile transmitted copy of this Agreement executed by one of the Parties hereto will be accepted as an originally executed copy of this Agreement.

21. Electronic Signatures.
The parties agree that this Agreement may be signed using a digital image (including but not limited to an image in the form of a PDF, JPEG, GIF file, DocuSign, SignNow or other e-signature application), and the same shall be deemed as a true and correct original.

22. Effective Date.
The "Effective Date" of this Agreement shall be the date it is signed by Mayor of Aurora (or General Manager of Aurora Water), below.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

Developer Name

Jessica Woodruff/Chief Development Officer see attached signature page and notarization

_____	_____	_____
Name/Title	Signature	Date

State of Colorado)
) ss
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, _____, acting on behalf of the _____.

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

(Seal)

DEVELOPER:

KINGS CROSSING VILLAGE LLC,
a Colorado limited liability company

By: CDP KCV LLC,
a Colorado limited liability company
its Manager

By: CDP Manager LLC,
a Delaware limited liability company,
its Manager

By: _____
Jessica Woodruff, Chief Development Officer

State of OREGON

County of MULTNOMAH

On October 22, 2025 before me, Teryll Elizabeth Sacks, Notary Public, personally appeared Jessica Woodruff, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Oregon that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

OFFICIAL STAMP
TERYLL ELIZABETH SACKS
NOTARY PUBLIC - OREGON
COMMISSION NO. 1037524
MY COMMISSION EXPIRES MAY 29, 2027

Signature _____ (Seal)

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

_____ _____
Mike Coffman, Mayor Date

Attest:

_____ _____
Kadee Rodriguez, City Clerk Date

_____ _____
Cat Olukotun, Deputy Director of Date
Financial Administration, Aurora Water

Approved as to form for Aurora:

Ian J Best 11/4/2025 25061932
Ian Best Date ACS #
Assistant City Attorney

State of Colorado)
) ss
County of Arapahoe)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Mike Coffman, Mayor, acting on behalf of the Utility Enterprise of the City of Aurora, Colorado.

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

(Seal)

Exhibit A
Description of Regional Improvements



Exhibit B
Contract Documents

Kings Crossing Filing 1
City of Aurora No. 224353

Kings Crossing				
Quantity	Description	Unit Rate	Total Cost Per Task	Sub-totals
	Replace Existing 12" Water main		$ -	
			$ -	
	Water line in CDOT Area		$ -	
1	Water Line Material	$ 3,676.62	$ 3,676.62	
1	470 Excavtor - Daily Cost	$ 3,750.00	$ 3,750.00	
1	Loader - Daily Cost	$ 2,500.00	$ 2,500.00	
1	Skid Steer - Daily Cost	$ 1,250.00	$ 1,250.00	
1	Labor - Daily Cost	$ 650.00	$ 650.00	
1	Labor - Daily Cost	$ 650.00	$ 650.00	
1	Labor - Daily Cost	$ 650.00	$ 650.00	
30	Bedding - Tons from on-site stock pile	$ 45.00	$ 1,350.00	
1	Vac trucks	$ 2,990.00	$ 2,990.00	
1	Flow fill - 20 CY's	$ 3,326.40	$ 3,326.40	
1	Trench box - owned (daily cost for use)	$ 2,000.00	$ 2,000.00	$ 22,793.02
	Remaining water line		$ -	
1	Water Line Material	$ 21,650.00	$ 21,650.00	
4	470 Excavtor - Daily Cost	$ 3,750.00	$ 15,000.00	
4	Loader - Daily Cost	$ 2,500.00	$ 10,000.00	
4	Skid Steer - Daily Cost	$ 1,250.00	$ 5,000.00	
4	Labor #1 - Daily Cost	$ 650.00	$ 2,600.00	
4	Labor #2 - Daily Cost	$ 650.00	$ 2,600.00	
4	Labor#3 - Daily Cost	$ 650.00	$ 2,600.00	
1	Haul old pipe offsite - one sidedump for a day.	$ 1,250.00	$ 1,250.00	
222	Bedding - Tons from on-site stock pile	$ 45.00	$ 10,000.00	
1	Testing - Flat rate	$ 3,000.00	$ 3,000.00	
1	Concrete for kickers	$ 491.84	$ 491.84	
1	Trench box - owned (daily cost for use)	$ 2,000.00	$ 2,000.00	$ 76,191.84
			$ -	$ -

Sub-total	$ 98,984.86
10% OH&P	$ 9,898.49
Total	$ 108,883.35

Exhibit C
Utility Permit Extension Agreement

Aurora Water
26791 E Quincy Ave
Aurora, Colorado 80016

City of Aurora
AuroraGov.org

PUBLIC WATER SYSTEM EXTENSION APPLICATION
CITY OF AURORA - WATER DEPARTMENT
RESIDENTIAL AND COMMERCIAL DEVELOPMENT

For Aurora Water Office Use Only

Extension Approval Date: 05/16/2025

Extension Number: 25-094W

Please complete and return to waterengineering@auroragov.org

Petition of Applicant: Wendy Klein Applicant Phone: 347-218-0242

Applicant Address: 126 NE Alberta St, Suite 202 Portland, OR, 97211 Civil Plan Number: 224353

For permission to authorize

Contractor: Deneuve Construction Services Contractor Phone: 303-444-6633

Contractor Address: 2344 SPRUCE STREET, BOULDER CO. 80302

Contractor Email: EB@DENEUVECONSTRUCTION.COM

Geotech: CTL THOMPSON Geotech Phone: 303-825-0777

Geotech Address: 1971 W. 12TH AVENUE, DENVER CO. 80204

Geotech Email: AANDERSON@CTLTHOMPSON.COM

In consideration of the mutual promises herein contained, and the permission and authorization by the City of Aurora acting by and through its Utility Enterprise, ("City "or "Aurora Water") for _____, it's successors or assigns "Applicant" to construct and install a "Water System Extension" (consisting of water, sanitary sewer, or wastewater systems, as context requires) under and along the public rights-of-way and/or easements of the City with the stipulations listed hereunder:

1

It is agreed, that the said Water System Extension shall be connected to Aurora Water's existing system at the nearest trunk line at the sole expense of the Applicant with appropriate fittings, as may be ordered or approved by the Department, upon the following terms and conditions:

1. The fee for plan review and inspection shall be the net cost to Aurora Water for the review and inspection of the Water System Extension. Such fee must be paid in advance and the Applicant must obtain a street excavation permit where required by City Ordinance, rule or regulation. Applicant must produce evidence that Applicant and any and all contractors and subcontractors performing work pursuant to this Agreement have satisfied all necessary bonding, licensing, and insurance requirements prior to commencing any work on the contemplated Water System Extension project.

2. Promptly upon completion of Water System Extension, the contractor must file with Aurora Water, a certified statement of all costs and the name and address of the Applicant and its assigns.

3. Applicant shall indemnify and hold harmless the City of Aurora for the costs of repair and maintenance of said wet utility system extension for a period of three (3) years or, if later, until Notice of Final Acceptance is issued. The Notice of Final Acceptance is not to be unreasonably withheld. The period of indemnification shall begin upon issuance of the Notice of Initial Acceptance; which notice shall not be issued until the Applicant has executed a Mechanics' Lien Release to the City of Aurora. The responsibility for the operation of said water system extension shall be that of the Department. Upon expiration of said three (3) years period, the City of Aurora shall be liable for the maintenance and repair of the water system extension.

4. The City of Aurora reserves the right to construct any further extension connecting to any wet utility lines authorized by the Agreement as the Department may, from time to time, allow, order, or approve.

5. Any permit issued pursuant to this Agreement shall lapse and expire unless the construction shall be commenced within six (6) months after the date hereof and diligently prosecuted to completion.

6. All construction performed under this Agreement is subject to the following general conditions:

   (a) Applicant shall call for and request construction inspection twenty-four (24) hours in advance of commencement of actual construction.
   (b) Applicant shall have a copy of applicable specifications and an APPROVED set of civil plans prior to commencement of actual construction.
   (c) Applicant shall be responsible for establishing safety measures to protect workmen and the public from any and all harm until construction is completed. All measures shall be in compliance with C. O.S.H. requirements and standards.
   (d) Applicant's construction shall be complete and as shown on APPROVED drawings. All construction shall be in accordance with current City Standards and Specifications.
   (e) Applicant agrees to promptly pay any inspection overtime charges where such charges result from the operations of the Applicant or its contractor.
   (f) The Notice of Initial Acceptance of the construction shall not be issued, nor will roadway construction be

allowed over the construction, until soils compaction test results and reports, as well as any other required test reports, applicable to the construction, are submitted to and approved by the Engineer.

I hereby agree for myself, my heirs, executors, administrators, and assigns, to abide by the Rules and Regulations of the Aurora Water Department and any amendment thereof, and other applicable rules of laws governing the installation and use of said wet utility system extension.

If applicant is a business entity, only those who have proven their authority to sign may execute this application.

Kings Crossing Village LLC
Applicant

02/10/2025
Date

Jessica Wadhaff
box SIGN 4PYVZZK1-1VQL8792
Applicant's Signature

Chief Development Officer
Title

For Aurora Water Office Use Only

To install at contractor's expense, a wet utility extension as follows:

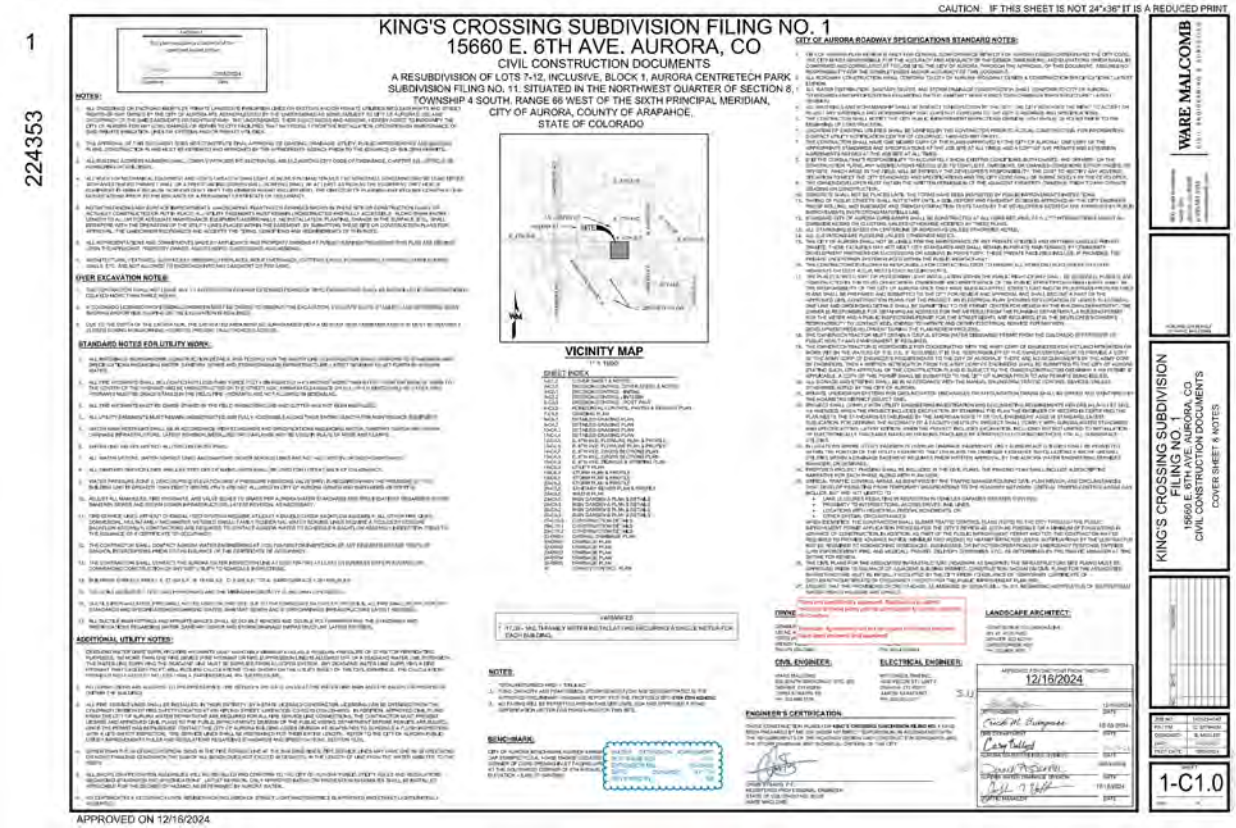
PUBLIC WATER EXTENSION - REPLACE EXISTING STUB TO PROPERTY

167 LF 8" PVC, 50 LF 6" DIP

DWG. NO. 224353, PLAT PLAGE 07J

For a total distance of 217 feet, more, or less.

3


CAUTION: IF THIS SHEET IS NOT 24"x36" IT IS A REDUCED PRINT
1
224353
KING'S CROSSING SUBDIVISION FILING NO. 1
15660 E. 6TH AVE. AURORA, CO
CIVIL CONSTRUCTION DOCUMENTS
A RESUBDIVISION OF LOTS 7-12, INCLUSIVE, BLOCK 1, AURORA CENTRETECH PARK SUBDIVISION FILING NO. 11. SITUATED IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO
VICINITY MAP
WARE MALCOMB
KING'S CROSSING SUBDIVISION FILING NO. 1
15660 E. 6TH AVE. AURORA, CO
CIVIL CONSTRUCTION DOCUMENTS
COVER SHEET & NOTES
12/16/2024
1-C1.0
APPROVED ON 12/16/2024

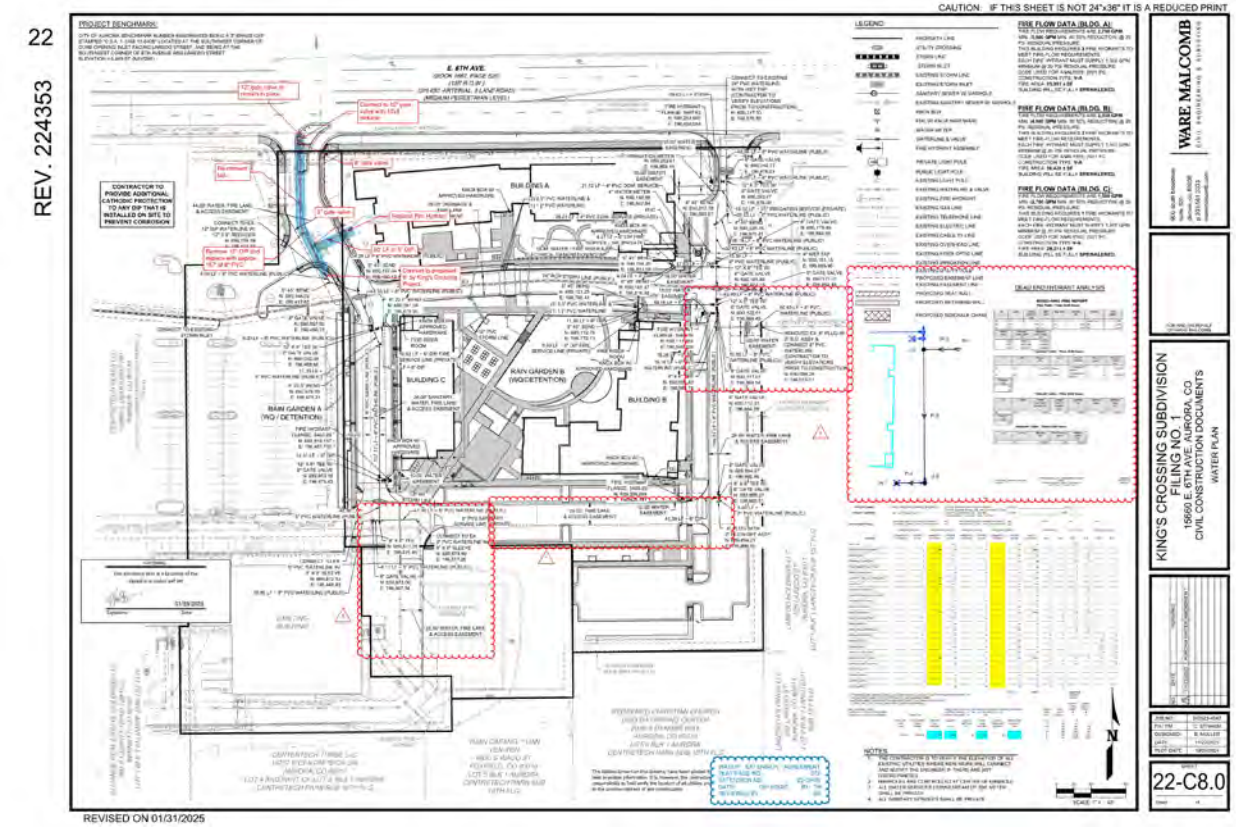

CAUTION: IF THIS SHEET IS NOT 24"x36" IT IS A REDUCED PRINT
22
REV. 224353
E. 6TH AVE.
BUILDING A
BUILDING B
BUILDING C
RAIN GARDEN A (WQ / DETENTION)
RAIN GARDEN B (WQ/DETENTION)
CONTRACTOR TO PROVIDE ADDITIONAL CATHODIC PROTECTION TO ANY DIP THAT IS INSTALLED ON SITE TO PREVENT CORROSION
WARE MALCOMB
KING'S CROSSING SUBDIVISION FILING NO. 1
15660 E. 6TH AVE. AURORA, CO
CIVIL CONSTRUCTION DOCUMENTS
WATER PLAN
22-C8.0
REVISED ON 01/31/2025

Exhibit D
Insurance Requirements

(a) Commercial General Liability Insurance. Developer and its contractor(s) shall provide commercial general liability insurance against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use, XCU (underground, collapse and explosion) contractual liability, and products and completed operations coverages in an amount not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) general aggregate.

(b) Commercial Automobile Liability Insurance. Developer and its contractor(s) 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 One Million Dollars ($1,000,000.00) combined single limit each accident, naming City as an Additional Insured.

(c) Workers' Compensation and Employers Liability Insurance. Developer and its contractor(s) 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, Contractor shall maintain Employers Liability Insurance with minimum limits of One Million Dollars ($1,000,000.00) bodily injury for each accident, One Million Dollars ($1,000,000.00) bodily injury by disease each employee, and One Million Dollars ($1,000,000.00) bodily injury disease aggregate.

(d) Contractor's Pollution Liability Insurance. Developer and its contractor(s) shall maintain a Contractor's Pollution Liability insurance policy covering any bodily injury, liability, and property damage liability, arising out of the collection, disposal, and release of pollutants, including items in transit to a permanent disposal facility, which may arise from activities under or incidental to this Extension Agreement. This policy shall be maintained with minimum limits of Five Million Dollars ($5,000,000.00) per claim (with retroactive date included) or per occurrence.

(e) Builder's Risk. Developer and its contractor(s) shall furnish Builder's Risk insurance on "all risk" forms endorsed to provide coverage for physical loss or damage including but not limited to: fire, wind, floods, earthquakes, theft, vandalism, malicious mischief, collapse, sinkholes, demolition, debris removal, increased cost of construction and cover underground property (except for piping and utility lines not related to the Regional Infrastructure), materials stored on and off site that have become property of the contractor(s) and any other natural or man-made peril. Builder's Risk insurance shall be written on a replacement cost basis for the value of the project without a co-insurance penalty and shall contain an Agreed Amount Endorsement in an amount not less than the value of the Project, including all hard and soft costs (including architect and engineering fees), for the entire duration of work under this Agreement (until Final Acceptance of the entire completed Regional Infrastructure by City). Builder's Risk insurance shall name the City, Developer, and all contractors, subcontractors and sub-subcontractors as named insureds. Each contractor will be responsible for the Builder's Risk deductible in the event of a loss. Any builder's risk coverage must be reviewed and approved by

Developer and the City Senior Risk Manager prior to commencement of construction under this Agreement to ensure the scope and limits of the coverage are appropriate to the project set forth herein.

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

(g) Certificates of Insurance. Upon the execution of the Agreement, Developer and its contractor(s) shall provide certificates of insurance the City demonstrating that the minimum coverages required herein are in effect. Developer agrees that its required coverages and those of the contractor(s) will not be reduced, canceled, non-renewed or materially changed without thirty (30) days prior written notice to the City. All required insurance coverage must be kept in force throughout the duration of this Agreement. If any of Developer and its contractor(s) coverages are renewed at any time prior to the expiration of this Agreement, Developer shall be responsible for obtaining updated insurance certificates from the respective insurance carriers and forwarding the replacement certificates to the City within ten (10) days of the expiration date of any previously delivered certificate.

(h) Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Senior Risk Manager for the City in response to the particular circumstances giving rise to this Agreement.

CITY OF AURORA
Council Agenda Commentary

Item Title: Reimbursement Agreement for Harmony Phase 4
Item Initiator: Chong Woo, Deputy Director of Planning and Engineering, Aurora Water
Staff Source/Legal Source: Chong Woo, Deputy Director of Planning and Engineering, Aurora Water / Ian Best, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 12/15/2025

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)

R2025-153 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF THE AMENDED AND RESTATED REGIONAL UTILITY REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF AURORA, ACTING BY AND THROUGH ITS UTILITY ENTERPRISE, AND MELCOR/TC AURORA, LLC
Chong Woo, Deputy Director of Planning and Engineering, Aurora Water / Ian Best, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☒ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Water Policy

Policy Committee Date: 11/19/2025

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 15, 2024, the Water Policy Committee supported moving a regional utility reimbursement agreement between the City of Aurora, acting by and through its Utility Enterprise, and Melcor/TC Aurora, LLC forward to the June 10, 2024 Council meeting.

On June 10, 2024, A RESOLUTION of the City Council of the City of Aurora, Colorado, expressing the Aurora City Council's Approval of the Regional Utility Reimbursement Agreement between the City of Aurora acting by and through its Utility Enterprise and Melcor/TC Aurora, LLC, in the amount of $1,668,311.90, was approved as Agenda Item 11.a.8.

On November 19, 2025 the Water Policy Committee supported moving a regional utility reimbursement agreement between the City of Aurora, acting by and through its Utility Enterprise, and Melcor/TC Aurora, LLC for the Harmony Phase 4 development forward to the December 15, 2025 Council meeting.

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

Reimbursement Agreements are initiated when a development constructs regional infrastructure ahead of the scheduled Aurora Water Capital Improvement Plan (CIP). "Regional" is defined as infrastructure with a capacity larger than that required for the respective development, as outlined in Aurora Water Master Plans.

The newly completed Aurora Water Integrated Water Master Plan identified a 36-inch transmission main along South Powhaton Road, between East Alameda Avenue and East Exposition Avenue (see Exhibit A). This transmission main is essential to meet regional service level demands and water quality standards.

The developer, Melcor/TC Aurora LLC, is eligible for partial reimbursement based on the cost differential between the 16-inch waterline required for the Harmony development and the 36-inch regional infrastructure. Water Policy and City Council previously approved a reimbursement agreement with Melcor/TC for the 36-inch transmission main serving the Harmony Phase 4 Subdivision, located in Ward II.

Melcor/TC is requesting an amendment to the original reimbursement agreement to increase the not-to-exceed eligible reimbursement amount from $1,668,311.90 to $2,200,858.45. This revised amount is based on:

- Material cost increases since early 2024
- Recent tariffs contributing to increased costs

The updated reimbursement amount itemizing the cost differential between the 16-inch and 36-inch infrastructure is detailed in Appendix A. Costs were based on newly received contractor bid proposals.

The regional water infrastructure includes steel pipeline, butterfly valves, manhole vaults, cathodic protection, and additional required appurtenances. The reimbursement amount will be verified against actual incurred costs and issued as a lump sum following initial acceptance of the regional improvements.

The terms stated in the Agreement are as follows:

- Infrastructure shall meet all City requirements and standards.
- Developer is responsible for 100% of the costs upfront and will be reimbursed the eligible amount for the improvements.
- Developer must utilize an Aurora Water approved design firm and construction contractor.
- Developer and City must agree on eligible reimbursement amounts.
- Reimbursement costs will be paid from the Capital Improvement Program, Water Fund.
- Reimbursements will be paid in accordance with Section 5 of the agreement which states the developer is required to submit invoices for completed work to the City for review and approval of constructed

Regional Improvements accompanied by supporting documentation. The invoices must be approved by Aurora Water prior to payment and shall not exceed the Eligible Reimbursement Amount plus a 15% contingency, unless otherwise approved by City Council.
- Section 3(e) of the agreement, Change Order Management, provides a fifteen percent (15%) contingency allowance of the Eligible Reimbursement Amount. If any Change Orders exceed 15% of the Eligible Reimbursement Amount, then City Council authorization is required.
- All Regional Infrastructure shall have a three-year warranty.
- Developer acknowledges that it is still responsible for payment of all fees in accordance with the City's fee schedule.

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.)

No funding will be needed in 2025. Funding for this Reimbursement Agreement will be available in the Capital Improvement Program, Water Fund in the amount of $2,200,858.45 when needed.

CC-52335 (Reimbursements – T&D) FD-505 PRJ-526766 SC68300

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 Council approve an amended and restated Regional Utility Reimbursement Agreement between the City of Aurora, acting by and through its Utility Enterprise, and Melcor/TC Aurora, LLC for the Harmony Phase 4 development?

LEGAL COMMENTS

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

RESOLUTION NO. R2025- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF THE AMENDED AND RESTATED REGIONAL UTILITY REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF AURORA ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND MELCOR/TC AURORA, LLC

WHEREAS, the City of Aurora, acting by and through its Utility Enterprise ("Aurora Water") and Melcor/TC Aurora, LLC ("Melcor") have agreed to enter an Amended and Restated Regional Utility Cost Reimbursement Agreement ("Restated Agreement") to reimburse Melcor for waterline infrastructure installation needed for the Harmony Phase 4 property; and

WHEREAS, Melcor is the owner of certain real property ("Property") located within the City of Aurora consisting of approximately two-hundred and eighty (280) acres; and

WHEREAS, in connection with development of the Property, Melcor is required to install a sixteen inch (16") waterline but has agreed to install a thirty-six inch (36") waterline to serve both the Property and adjacent properties ("Regional Improvements"); and

WHEREAS, the Regional Improvements are regional in nature and will benefit users outside of Melcor's service area and will also benefit Aurora Water customers as well as the overall health, safety, and general welfare of the residents of Aurora; and

WHEREAS, Aurora Water will reimburse Melcor for the incremental costs associated with installation the thirty-six inch (36") waterline instead of the sixteen inch (16") waterline but due to factors outside either party's control the costs of installing the larger water line have escalated, resulting in the need for the Restated Agreement; and

WHEREAS, the eligible reimbursement amount for the Regional Improvements as set forth in the Restated Agreement is $2,200,858.45; and

WHEREAS, Aurora Water is authorized, pursuant to City Code 138-28 to acquire, construct, operate, maintain, improve and extend water, wastewater, and storm drainage facilities within or without the corporate boundaries of Aurora, and to make contracts, acquire lands, and do all things that are necessary of convenient therefore.

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

Section 1. The Amended and Restated Regional Utility Cost Reimbursement Agreement between Aurora Water and Melcor 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. All resolutions or parts 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
RLA

By: Ian J Best
IAN BEST, Assistant City Attorney

Aurora Water Amended and Restated
Regional Utility Cost Reimbursement Agreement

This amended and restated Aurora Water Regional Utility Cost Reimbursement Agreement ("Agreement"), is entered into as of the Effective Date by and between **Melcor/TC Aurora, LLC**, a Colorado limited liability company ("Developer") and **the City of Aurora, Colorado**, a home rule municipal corporation of the counties of Adams, Arapahoe, and Douglas, acting by and through its Utility Enterprise, Aurora Water ("City"), whose address is 26791 E Quincy Ave, Aurora, Colorado, 80016. The City and Developer may be referred to herein individually as a "Party", or together as the "Parties".

Recitals

WHEREAS, in 2024 the Parties entered into the "Aurora Water Regional Utility Cost Reimbursement Agreement effective as of June 26, 2024 ("2024 Agreement"). Since then, the Eligible Reimbursement Amount (defined below) has escalated such that the Parties now wish to enter this amended and restated Agreement. The Parties intend this amended and restated Agreement to replace the 2024 Agreement in its entirety; and

WHEREAS, Developer is the owner of certain real property known as Harmony Phase 4 ("Property") located within the City of Aurora Colorado consisting of approximately two-hundred and eighty (280) acres; and

WHEREAS, in connection with development of the Property, Developer is required to install a sixteen-inch waterline within the right of way for Powhaton Road ("Original Improvements") that the City has requested the Developer increase in size to thirty-six inch to serve both the Property and other properties in accordance with the City's Master Plan ("Regional Improvements"); and

WHEREAS, the Regional Improvements are more particularly defined as a thirty-six inch (36") transmission waterline in South Powhaton Road from approximately East Alameda Avenue to East Exposition Avenue and set forth in the Exhibit A map (attached hereto and incorporated by this reference) and EDN 222107; and

WHEREAS the Regional Improvements are required for the Developer to obtain water service for their Property; and

WHEREAS, the Developer is willing to construct the Regional Improvements (as more specifically defined in this Agreement) prior to the time the City is prepared or obligated to do so and the Developer will undertake the installation of the Regional Improvements and payment of one hundred percent (100%) of the cost thereof, subject to repayment by the City of the Eligible Reimbursement Amount (defined below) in accordance with the terms of this Agreement;

WHEREAS, the City is willing to reimburse the Developer for certain approved incremental costs associated with installation of the Regional Improvements limited to revenues generated from the portion of the water connection fees as specified in City Code from adjacent and/or connecting properties benefitting from the Improvements (or from capital funding sources, or a combination thereof, when approved by the City in its sole discretion);

WHEREAS, in order to offset project delays, the City has approved Phase 4 construction plans, and permits Developer to commence and complete construction of the Regional Improvements.

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

Agreement

1. 2024 Agreement Amended and Replaced in its Entirety

(a) As of the Effective Date this Agreement shall replace the 2024 Agreement in its entirety.

2. Regional Improvements Initial Payment and Reimbursable Costs.

(a) Initial Payment of Improvements Costs. Developer shall be responsible for (subject to partial reimbursement by the City pursuant to this Agreement) one hundred percent (100%) of the Regional Improvement Costs.

(b) Eligible Reimbursement Amount. The City will only reimburse Developer for the difference in cost between (i) the cost of installation of the Original Improvements, which the parties agree is $734,699.40, and (ii) the actual cost of Regional Improvements ("Eligible Reimbursement Amount"). The Eligible Reimbursement Amount will not exceed the estimated cost difference plus a fifteen percent (15%) contingency without additional approval of the Aurora City Council. The Eligible Reimbursement Amount estimate, as calculated by the Developer and reviewed and approved by the City, is **$2,200,858.45**. All reimbursements must be approved by the General Manager of Aurora Water (or designee) before payment shall be authorized. Upon completion of the Improvements and Initial Acceptance by the City, the Parties shall confirm in writing the final amount owed to Developer for reimbursement. Developer may provide monthly documentation to the City demonstrating its cost expenditures in accordance with Section 5(a) below.

(c) Connection Payment Limitation. The City in no event shall be required to pay any greater amount than the revenues received from issuance of bonds by the City for capital improvements, the water connection fee as referenced in Section 138-221 of City Code collected from properties benefitting from the Regional Improvements, or other funds of the City.

(d) Metropolitan Districts. Developer may organize one or more metropolitan districts ("District") to finance and be responsible for certain obligations, including Developer's obligations pursuant to this Agreement. Upon the formation of a District, such district may assume the obligations of Developer with respect to the Improvement ("Assumed Obligation") by executing an assumption agreement ("Assumption Agreement") whereby (a) the District assumes the duties of Developer with respect to the Assumed Obligation, and (b) agrees to perform the obligations required to be performed hereunder by Developer with respect to the Assumed Obligation. Notwithstanding the assumption of and Assumed Obligation by a District, Developer will remain responsible for an Assumed Obligation, and if a District fails to perform and/or timely pay an Assumed Obligation, then Developer will perform and timely pay such Assumed Obligation. Nothing in this Agreement will be construed as an approval by the City of creation of a District.

3. **Regional Improvements Engineering and Design**.

(a) Project Engineer. If the Regional Improvements have not already been designed by the City, the Developer, will select a project engineer and/or equally qualified project manager ("Project Engineer") from the City's list of pre-qualified engineers to undertake and supervise the design, engineering, and construction of the Regional Improvements and to provide cost estimating for construction. If the Regional Improvements have been designed by the City, all work necessary to complete the Regional Utility Project is documented in the Contract Documents and the schedule of values attached hereto as Exhibit B. The Project Engineer shall review the Contract Documents and shall coordinate contractor submittals required under the Contract Documents and requests for information with the City representative (hereafter the "City Representative") for the Regional Improvements to ensure all materials and product processes meet City standards and the Contract Documents. All submittals shall be uploaded to the City's Electronic Document Management System, exclusively, currently Projectmates. If the Project Engineer or Contractor has never used Projectmates, the City offers a two (2) hour training free of charge. At least twenty-one (21) days and no more than thirty (30) days is to be allowed for review and approval of required contract submittals. The City Representative will advise the Project Manager if larger or more complex submittals require additional review time.

(b) Easements and Engineering Design; Design Costs. If the Regional Improvements are not located in City right-of-way and the Regional Infrastructure requires easements which have not yet been obtained by the City, as part of preliminary design, Developer will prepare the legal exhibits and descriptions for the required Regional Infrastructure easements and obtain or dedicate by plat or by separate document for the maintenance and operation of the Regional Improvements. Preliminary design must be at least thirty percent (30%) of the anticipated final design. Upon approval of the preliminary design of the Regional Improvements by the City, Developer will begin final design and construction plans and specifications for the Regional Improvements and will coordinate with the City when the design is sixty percent (60%) complete. Upon approval of the sixty percent (60%) design by the City, Developer will complete the final design, construction plans, and specifications for the Improvements, and will coordinate with the City Representative to obtain formal and final approval of the plans and specifications from the City through the City's established plans review process. The Developer shall be responsible for obtaining engineering drawings, specifications, a Stormwater Management Plan, Geotechnical Report and any other documents or permits required to successfully construct the Regional Improvements in accordance with this Agreement ("Contract Documents"). The Regional Improvements shall be built and designed in accordance with all applicable ordinances, rules, and regulations of the City. The City has already made reimbursement to the Developer for all of Developer's costs and expenses in preparing, submitting and obtaining approval of the Contract Documents ("Design Costs").

4. **Regional Improvements Construction**.

(a) Contractor. Developer shall use a contractor or contractors that have been pre-qualified and approved through the City Representative for completion of the Regional Improvements.

(b) Supervision. Project Engineer will supervise all design, bidding processes and construction of the Regional Improvements through and including completion of construction, dedication to and final acceptance by the City ("Project Completion"). The City will only pay management costs for the Project Engineer.

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

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

(e) Change Order Management. The Project Engineer, Developer and the City Representative can request change orders. Project Engineer will prepare, review, and make a recommendation on change orders. Only those change orders approved by the City Representative will be included in the Eligible Reimbursement Amount. Work performed on any change order that has not been approved by the City Representative will not be subject to reimbursement. No work pursuant to any change order requested by the City Representative will be performed unless the change order is approved by Developer. At such time as the change order is approved, the Eligible Reimbursement Amount will be updated to include the amount of the change order. If change orders exceed fifteen percent (15%) of the Eligible Reimbursement Amount, then City Council authorization is required.

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

5. Acceptance and Dedication of Regional Improvements.

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

(b) Initial Acceptance of Regional Improvements. After fill, compaction and paving, all pipes are subject to testing in accordance to Aurora Water, Sanitary Sewer & Storm Drainage Infrastructure Standards & Specifications Section 11 (Water). "**Substantial Completion**" of the Regional Improvements is reached once these tests are passed. At that time, if no punch list items are noted (i.e. swapping manhole lids, rotating hydrants, missing 3M markers, etc.) the City will issue "**Initial Acceptance**" of the Regional Improvements.

(c) Final Completion and Project Acceptance. Once the Developer receives Initial Acceptance of the Regional Improvements, the Regional Improvements are operating as functionally intended, all as determined by the City in its reasonable discretion, and the three (3) year warranty period has passed, the Regional Improvements will have reached "**Final Completion**" and receive "**Final Acceptance**" by the City.

(d) Dedication to and Acceptance of Regional Improvements by City. Upon acceptance of the Regional Improvements by the City ("Initial Acceptance") the Regional Improvements shall become the property of the City. The responsibility for the operation of the Regional Improvements shall be that of the City. Upon expiration of the three (3) year warranty period specified in this Agreement, the City shall be liable for all repair and maintenance of the Regional Improvements.

(e) Warranty. Upon Substantial Completion, the Developer will provide a three (3) year warranty that the Regional Improvements are constructed in substantial accordance with Contract Documents. Developer's warranty responsibilities for the Regional Improvements shall be as specified in the extension agreement.

6. Reimbursement Process.

(a) Documentation. The reimbursement amount shall not exceed the Eligible Reimbursement Amount. The Eligible Reimbursement Amount must be fully supported by invoice and payment documentation which shall be supplied to the City in City approved formats and which may include but not limited to; signed pay applications from the contractor for actual costs incurred, credited costs for the original infrastructure size for an accurate delta for infrastructure upsize, and signed change orders with detailed descriptions of the work performed and line item costs. All reimbursable costs shall be in a line item format per eligible expense (i.e. 24" pipe, 5' manholes, etc. in lieu of "utility work"). Documentation should include proof of payment acceptable to the City (i.e. copies of checks, signed lien waver, etc.).

(b) Payment. The City shall pay to the Developer the Eligible Reimbursement Amount within sixty (60) days after Initial Acceptance by the City of the Regional Improvements in one lump sum amount. Developer shall deliver to the City Representative paid invoices from contractors and subcontractors performing work on the Regional Improvements or other reasonable documentation of the Eligible Reimbursement Amount as set forth in Section 5(a) above.

(c) Connection Fees. The Developer acknowledges that it is still responsible for payment of all connection fees in accordance with the City's fee schedule and these fees are not subject to this agreement.

7. Claims.

(d) Defined. A "**Claim**" is any demand, contention, or assertion by the Developer seeking additional reimbursement in excess of the Eligible Reimbursement Amount and any change orders approved pursuant to Subparagraph 3(a), above. Claims by the Developer must be made in writing as specified herein. Claims from the Developer must contain and are subject to all the following:

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

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

(3) The City shall not pay any costs for delay caused by any person or entity other than the City.

(4) The City shall not pay any costs for acceleration unless requested by the City.

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

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

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

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

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

8. Term.
The term of this Agreement shall cease ten (10) years after the approved date of this Agreement. The term of this Agreement shall be extended by up to two (2) five (5) year intervals if Developer has not been reimbursed the full Eligible Reimbursement Amount. If the Developer has not commenced the Improvements within three (3) years of the Effective Date, either party may terminate this Agreement.

9. Sole Obligation of Aurora Water.
(a) This Agreement shall never constitute a general obligation or other indebtedness of the City of Aurora ("City of Aurora" in this section 8), or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City of Aurora within the meaning of the Constitution and laws of the State of Colorado or of the Charter and ordinances of the City of Aurora.
(b) In the event of a default by the Utility Enterprise (Aurora Water) of any of its obligations under this Agreement, Developer shall have no recourse for any amounts owned to it against any funds or revenues of the City of Aurora except for those revenues derived from rates, fees or charges for the services furnished by, or the direct or indirect use of, the Water System and deposited in the Water Enterprise Fund, as the terms "Water System" and "Water Enterprise Fund" are defined in City 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 Contract shall be construed as creating a lien upon any revenues of the Utility Enterprise or the City of Aurora.

10. Non-Appropriation.
The Parties acknowledge and understand that any financial obligations of the respective Parties payable after the current fiscal year are contingent upon funds for that purpose being budgeted and appropriated by their respective governing bodies. However, the City shall have sufficient funds available to reimburse the Eligible Reimbursement Amount and Design Costs to Developer in accordance with this Agreement. The City shall include appropriation of funds necessary to satisfy the City's obligations under this Agreement in every annual budget after the date hereof and to approve such appropriation until all obligations of the City are performed under this Agreement.

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

12. Notices.
Any notice or Claim provided for or required to be given hereunder will be in writing and will be deemed given (a) the date personally delivered or transmitted by facsimile or email transmission

to the recipient of such notice at the facsimile numbers or email addresses hereinafter identified; or (b) three (3) days after the date deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the recipient of such notice at such place as a Party may designate in writing for such purpose or, in the absence of such designation. Notices shall be provided as follows:

If to the City:

Planning and Engineering Division
City of Aurora, Aurora Water
26791 E. Quincy Ave.
Aurora, CO 80016
Email: waterengineering@auroragov.org

and;

City Attorney's Office
City of Aurora
15151 E Alameda Parkway, Suite 5300
Aurora, CO 80012

If to the Developer:

Melcor/TC Aurora, LLC
210, 101-6 Street SW
Calgary, AB T2P 5K7
Attn: Graeme Melton
Email: gmelton@melcor.ca

With a copy to:

Marathon Land Company
9750 West Cambridge Place
Littleton, CO 80127
Attn: James Spehalski
Email: jspehalski@marathonlc.com

13. Further Acts.

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

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

No amendment, change or addition is to be made to this Agreement except by written amendment executed by the Parties. The headings, captions and titles contained in this Agreement are intended for convenience of reference only and are of no meaning in the interpretation or effect of this Agreement. This Agreement shall not be construed more strictly against one (1) Party than another

merely by virtue of the fact that it may have been initially drafted by one (1) of the Parties or its counsel, since all Parties have contributed substantially and materially to the preparation hereof. No failure by a Party to insist upon the strict performance of any term, covenant or provision contained in this Agreement, no failure by a Party to exercise any right or remedy under this Agreement, and no acceptance of full or partial payment owed to a Party during the continuance of any default by the other Party(ies), shall constitute a waiver of any such term, covenant or provision, or a waiver of any such right or remedy, or a waiver of any such default unless such waiver is made in writing by the Party to be bound thereby. Any waiver of a breach of a term or a condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a default under this Agreement, from having all the force and effect of a default.

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

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

17. No Waiver of Governmental Immunity.
Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement shall be deemed a waiver of any protections afforded to the Parties pursuant to Colorado law, including, but not limited to, the Colorado Governmental Immunity Act.

18. Successors and Assigns.
The Developer may assign this Agreement without the consent of the City, but Developer shall provide to the City a copy of any assignment agreement within thirty (30) days after the date of such agreement. This Agreement is intended by the Parties hereto to be of use and benefit of the Parties and no person or entity not a party to this Agreement will be authorized or entitled to rely on the benefits of this Agreement or seek to enforce any of the terms, provisions or covenants contained herein as a third-party beneficiary hereof.

19. Governing Law.
This Agreement is entered into in Colorado and shall be construed and interpreted under the law of the State of Colorado without giving effect to principles of conflicts of law which would result in the application of any law other than the law of the State of Colorado. Any legal dispute arising hereunder shall be tried and heard in the Developer Court for the County of Arapahoe, State of Colorado. In the event that legal action is instituted to enforce any of the provisions of the Agreement, the prevailing party shall recover from the losing party its reasonable attorneys' fees and court costs.

20. Counterparts.
This Agreement may be executed in one or more counterparts, each of which will constitute an original agreement, but all of which together will constitute a single agreement. Copies of this Agreement executed by the Parties hereto will be accepted as originally executed copies of this Agreement.

21. Electronic Signatures.
The parties agree that this Agreement may be signed using a digital image (including but not limited to an image in the form of a PDF, JPEG, GIF file, DocuSign, SignNow or other e-signature application), and the same shall be deemed as a true and correct original.

22. Effective Date
The "Effective Date" of this Agreement shall be the date it is signed by Mayor of Aurora, below.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

DEVELOPER:

MELCOR/TC AURORA, LLC, a Colorado limited liability company

By: Melcor Developments Arizona Inc., an Arizona Corporation, Sole Member

By: _____
Name: Naomi Stefura
Title: Secretary - Treasurer

By: _____
Name: Robyn Salik
Title: Vice President

PROVINCE OF ALBERTA)
) ss.
CITY OF EDMONTON)

The foregoing instrument was acknowledged before me this 5 day of November, 2025, by Naomi Stefura as Secretary - Treasurer of Melcor Developments Arizona Inc, Sole member of Melcor/TC Aurora, LLC.

Witness my hand and official seal.

{S E A L}

_____
Notary Public

My Commission expires: Never

Laura A. Normand
Student at Law

PROVINCE OF ALBERTA)
) ss.
CITY OF EDMONTON)

The foregoing instrument was acknowledged before me this 5 day of November, 2025, by Robyn Salik as Vice President of Melcor Developments Arizona Inc, Sole member of Melcor/TC Aurora, LLC.

Witness my hand and official seal.

{S E A L}

_____
Notary Public

My Commission expires: Never

Laura A. Normand
Student at Law

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:

Ian J Best 11/6/2025 25034540
Ian Best Date ACS #
Assistant City Attorney

State of Colorado)
) ss
County of Arapahoe)

The foregoing instrument was acknowledged before me this _____day of _____, 2025, by Mike Coffman, Mayor, acting on behalf of the Utility Enterprise of the City of Aurora, Colorado.

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

(Seal)

EXHIBIT A

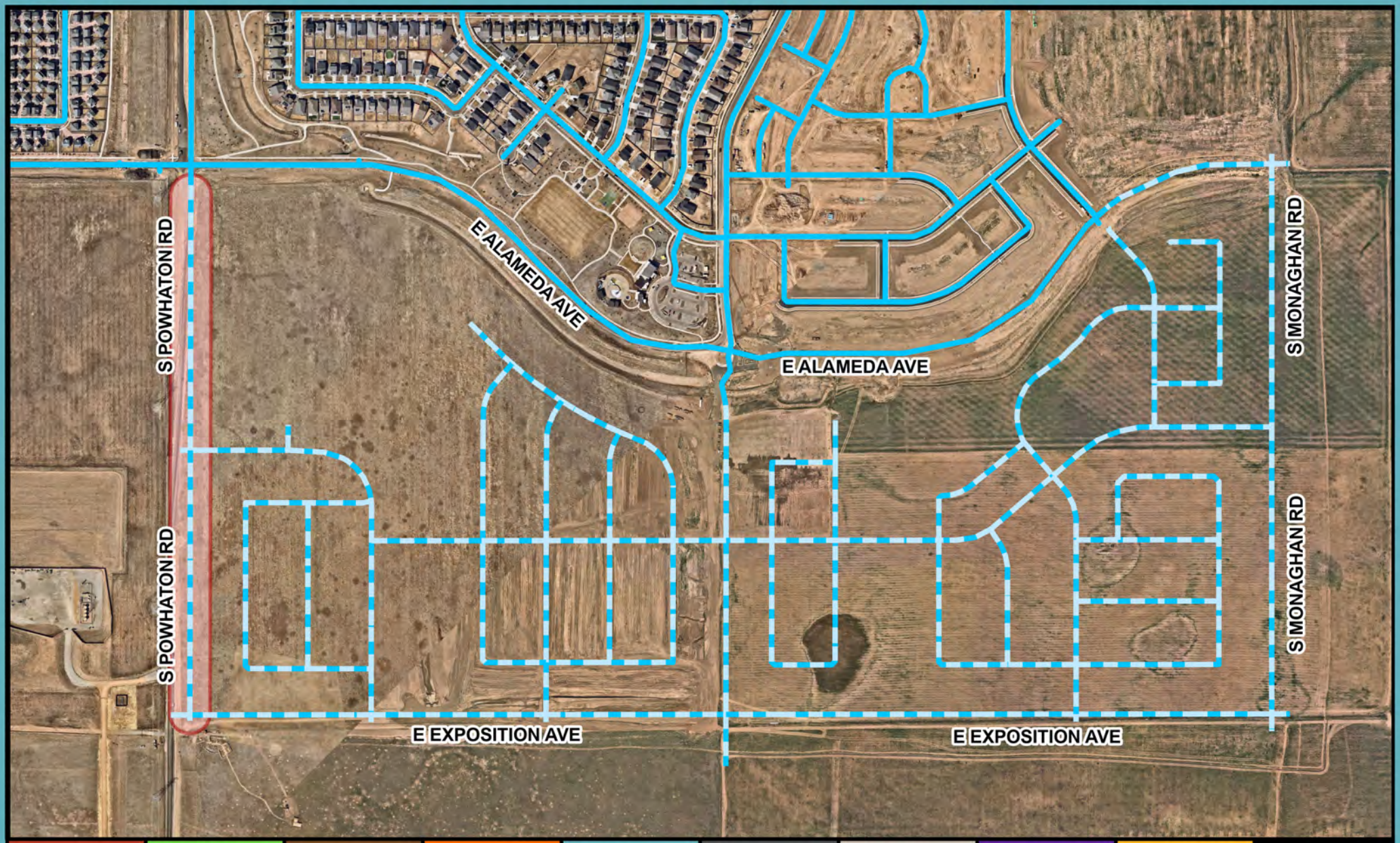


EXHIBIT A

Aurora Water
26791 E. Quincy Ave, Aurora, CO 80016 USA
www.auroragov.org | 303-739-7370
waterengrgis@auroragov.org

April 29, 2024



- 36" Water Line Reimbursement Section
- Proposed Potable Water - HARMONY FLG #14
- Active Potable Water

Feet: 0 250 500 1,000

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.

Author: jsquire **Date:** 4/29/2024 **APRX Path:** K:\Dept\WaterEngineering\14 GIS\14.05 PROJECTS\14.05C Map Requests\WASTE_SR_Powhaton Waterline Reimbursement\PROJECT_MAP.aprx

EXHIBIT B

N/A

APPENDIX A

			Groundworks Development	T. Lowell Construction	Three Sons Construction	Garney Construction
Domestic Water	**QTY**	**UOM**	**16" WL Total**	**36" WL Total**	**36" WL Total**	**36" WL Total**
16" PVC Pipeline	2,580	LF	$387,000.00			
16" Gate Valve	4	EA	$171,600.00			
16" x 6" Fire Hydrant Assembly	4	EA	$53,520.00			
16" x 12" Cross	1	EA	$5,616.00			
16" x 8" Cross	1	EA	$4,415.00			
16" Depression	1	EA	$23,175.00			
16" Plug and Blowout	1	EA	$4,657.00			
16" Air Vac w/MH	1	EA	$16,396.00			
16" Connection to Existing	1	EA	$13,000.00			
Hydrostastic Waterline Testing	1	LS	$27,015.00			
Demo Existing Fire Hydrant	1	LS	$1,750.00			
36" Steel Pipeline	2,645	LF		$1,322,500.00	$1,119,152.40	
Install 36" Pipe - Steel Waterline	2,646	LF		$648,025.00	$414,232.35	
36" Bulkhead (Detail 100)	2	EA		$16,800.00	$126,772.48	
36" Butterfly Valve Vaults	2	EA		$630,000.00	$879,212.32	
6" Blowoff Assy and Manhole	1	EA		$66,000.00	$12,055.04	
6" Fire Hydrant Assembly	4	EA		$80,000.00	$58,087.16	
Hydrostastic Waterline Testing	1	LS		$27,015.00	$44,233.90	
Cathodic Protection	1	LS		$70,000.00	$54,036.86	
Demo Existing Fire Hydrant	1	LS		$1,750.00	$0.00	
*Garney Lump Sum	1	LS				$3,829,148.00
** cost breakdown was not provided by Garney*						
Construction Management	1	LS	$26,555.40	$107,328.38	$101,541.84	
			$734,699.40	**$2,969,418.38**	**$2,809,324.35**	**$3,829,148.00**

$2,074,624.95 Construction Delta

($160,835.00) Design Costs Previously Reimbursed

$1,913,789.95 Adjusted Construction Delta
$287,068.49 15% Contingency

$2,200,858.45 Total Reimbursement Amount

MINUTES

Regular Meeting of the Aurora City Council

Monday, June 10, 2024

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

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1. CALL TO ORDER

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

2. ROLL CALL

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

3. INVOCATION/MOMENT OF SILENCE

Mayor Coffman led in prayer for the June 10, 2024 meeting.

4. PLEDGE OF ALLEGIANCE

All standing.

Mayor Coffman read a land acknowledgement.

5. EXECUTIVE SESSION UPDATE

Mayor Coffman provided an update on the Executive Session, stating union negotiations, disposition of property, and personnel matters were discussed.

6. APPROVAL OF MINUTES

6.a May 20, 2024 Meeting Minutes

Moved by: Steve Sundberg

Second by: Dustin Zvonek

Does Council wish to approve the minutes of the May 20, 2024 meeting?

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

Abstain: (1): Ruben Medina

7. PROCLAMATIONS OR CEREMONIES

7.a Animal Services - Animal Showcase

Anthony Youngblood, Manager of Animal Services

7.b Amazing Auroran Award

Council Member Sundberg presented the Auroran Award to Roberta DeJonge.

7.c Juneteenth Independence Day

Mayor Coffman proclaimed June 19, 2024 as Juneteenth Independence Day.

7.d Aurora Pollinator Week

Mayor Coffman proclaimed the week of June 17-23, 2024 as Aurora Pollinator Week.

7.e LGBTQ+ Pride Month

Mayor Coffman proclaimed the month of June 2024 as LGBTQ+ Pride Month.

8. PUBLIC INVITED TO BE HEARD

(non-agenda related issues only)

Council heard public testimony on non-agenda related issues.

Moved by: Alison Coombs

Second by: Crystal Murillo

There was question about how many individuals were signed up and left to speak. Kadee stated there were three people on the call-in line and one more individual signed up in person.

Does council wish to extend the Public Invited to be Heard one hour limit?

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

Absent: (1): Danielle Jurinsky

9. ADOPTION OF THE AGENDA

The agenda was adopted as presented.

Moved by: Curtis Gardner

Second by: Dustin Zvonek

Does Council wish to adopt the agenda as presented?

Voting Aye: (11): Stephanie Hancock, Steve Sundberg, Danielle Jurinsky, Alison Coombs, Angela Lawson, Mayor Coffman, Françoise Bergan, Crystal Murillo, Curtis Gardner, Ruben Medina, and Dustin Zvonek

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: Françoise Bergan

Does Council wish to approve the Motions consent calendar?

Voting Aye: (11): Stephanie Hancock, Steve Sundberg, Danielle Jurinsky, Alison Coombs, Angela Lawson, Mayor Coffman, Françoise Bergan, Crystal Murillo, Curtis Gardner, Ruben Medina, and Dustin Zvonek

10.a Motions

10.b Planning Matters

10.c Appointments to Boards and Commissions

10.c.1 Consideration to Appoint One (1) Member to the Golf Course Advisory Committee

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

10.c.2 Consideration to Appoint One (1) Member to the Cultural Affairs Commission

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

10.c.3 Consideration to Appoint Two (2) Members to the Citizens' Water Advisory Commission

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

10.c.4 Consideration to Appoint One (1) Member to the Library Board

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

11. CONSENT CALENDAR - RESOLUTIONS AND ORDINANCES

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.

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: Françoise Bergan

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

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

11.a Resolutions

11.a.1 Specialty Court - HEART Program

R2024-61 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S DIRECTION AND SUPPORT FOR ESTABLISHING THE AURORA HEART PROGRAM IN THE AURORA MUNICIPAL COURT FOR THOSE INDIVIDUALS EXPERIENCING HOMELESSNESS WHO HAVE BEEN CHARGED WITH NON-DOMESTIC VIOLENCE MUNICIPAL ORDINANCE VIOLATIONS OR OTHER LOW LEVEL NON-VIOLENT OFFENSES

Sponsors: Curtis Gardner, Council Member / Steve Sundberg, Council Member

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

11.a.2 Fiber Master Plan

R2024-63 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE CITY'S FIBER OPTIC MASTER PLAN

The Council heard public testimony this resolution.

Sponsor: Stephanie Hancock, Council Member

Carlie Campuzano, Traffic Manager, Public Works / Michelle Gardner, Senior Assistant City Attorney

11.a.3 Douglas County ARPA Intergovernmental Agreement (IGA) for the Aurora Homeless Navigation Campus

R2024-64 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 DOUGLAS COUNTY, COLORADO

PERTAINING TO DOUGLAS COUNTY PROVIDING AMERICAN RESCUE PLAN ACT FUNDS TO THE CITY FOR THE CONSTRUCTION OF THE AURORA REGIONAL NAVIGATION CAMPUS IN THE CITY

Emma Knight, Manager of Homelessness Behavioral Health, Housing and Community Services / Tim Joyce, Assistant City Attorney

11.a.4 Regional Anti-Violence Enforcement Network (RAVEN) and Colorado National Guard (CONG) Counter Drug Program Memorandum of Understanding (MOU)

R2024-65 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING THE 2024 MEMORANDUM OF UNDERSTANDING BETWEEN THE REGIONAL ANTI-VIOLENCE NETWORK AND THE COLORADO NATIONAL GUARD

DJ Tisdale, Police Lieutenant / Peter Schulte, Client Services Manager, City Attorney

11.a.5 Historic Preservation State Income Tax Credit Program

R2024-66 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, TO REPEAL RESOLUTION NO. R2019-02 PERTAINING TO THE HISTORIC PRESERVATION COMMISSION OF AURORA, COLORADO, ACTING AS A REVIEWING ENTITY FOR THE STATE INCOME TAX CREDIT PROGRAM FOR PURPOSES OF C.R.S. 39-22-514.5, AND AUTHORIZING THE STATE HISTORIC PRESERVATION OFFICE AT HISTORY COLORADO TO ACT AS THE REVIEWING ENTITY FOR THE STATE INCOME TAX CREDIT PROGRAM FOR QUALIFYING REHABILITATION PROJECTS PURSUANT TO C.R.S. 39-22-514.5

T. Scott Williams, Museum Director, Library and Cultural Services / Tim Joyce, Assistant City Attorney

During the 5/20/2024 Study Session, Council approved to move this item forward to the next Council Meeting. No objection.

11.a.6 "Together We Keep Aurora Beautiful" Campaign

R2024-67 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S STRONG SUPPORT OF THE "TOGETHER WE KEEP AURORA BEAUTIFUL" CAMPAIGN

The Council heard public testimony this resolution.

Sponsors: Stephanie Hancock, Council Member / Steve Sundberg, Council Member

Laura Perry, Deputy City Manager / Kim Skaggs, Assistant City Attorney

11.a.7 Citywide Beautification Operational Enhancements

R2024-68 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S STRONG SUPPORT FOR THE ENHANCEMENT OF CITY OPERATIONS TO SUPPORT A CITY-WIDE BEAUTIFICATION CAMPAIGN

Sponsor: Angela Lawson, Council Member

Laura Perry, Deputy City Manager / Kim Skaggs, Assistant City Attorney

11.a.8 Harmony Phase 4 Reimbursement Agreement

R2024-69 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF THE REGIONAL UTILITY REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF AURORA ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND MELCOR/TC AURORA, LLC

Chong Woo, Engineering Supervisor, Aurora Water / Ian Best, Assistant City Attorney

11.b Finalizing of Ordinances

Ordinances approved unanimously at first reading

11.b.1 Aurora One PA-4 Zoning Map Amendment

2024-21 CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FOR A ZONING MAP AMENDMENT TO REZONE 30.2 ACRES OF LAND TO MEDIUM DENSITY MULTI-FAMILY DISTRICT (R-3), LOCATED ONE HALF MILE EAST OF PICADILLY ROAD AND SOUTH 6TH AVENUE (AURORA ONE PA-4 REZONE)

Sarah Wile, Senior Planner, Planning and Business Development / Lena McClelland, Assistant City Attorney

11.b.2 Painted Prairie Business Improvement District No. 1 Inclusion and Exclusion

2024-22 CONSIDERATION OF AN ORDINANCE OF THE CITY OF AURORA, COLORADO, INCLUDING AND EXCLUDING CERTAIN PROPERTY FROM THE BOUNDARIES OF PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NUMBER ONE

Cesarina Dancy, Interim Manager, Office of Development Assistance / Hanosky Hernandez, Senior Assistant City Attorney

11.b.3 Painted Prairie Business Improvement District No. 2 Property Inclusion and Exclusion

2024-23 CONSIDERATION OF AN ORDINANCE OF THE CITY OF AURORA, COLORADO, INCLUDING AND EXCLUDING CERTAIN PROPERTY FROM THE BOUNDARIES OF PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NUMBER TWO

Cesarina Dancy, Interim Manager, Office of Development Assistance / Hanosky Hernandez, Senior Assistant City Attorney

11.b.4 Ordinance Authorizing a Council Member to Voluntarily Decline All or Part of their Salary Set by Charter

2024-24 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ADDING SECTION 2-35 OF THE CITY CODE AUTHORIZING A COUNCIL MEMBER TO VOLUNTARILY DECLINE ALL OR PART OF THEIR SALARY OR ANY OTHER COMPENSATION

Sponsor: Dustin Zvonek, Mayor Pro Tem

Terri Velasquez, Finance Director / Kimberly Skaggs, Assistant City Attorney

12. PUBLIC HEARINGS

Public hearings with or without related ordinances

12.a Eagle's Nest Metropolitan District Inclusion of Property

R2024-60 A PUBLIC HEARING AND CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INCLUSION OF REAL PROPERTY INTO THE BOUNDARIES OF EAGLE'S NEST METROPOLITAN DISTRICT

Cesarina Dancy, Interim Manager, Office of Development Assistance / Brian Rulla, Assistant City Attorney

Moved by: Alison Coombs

Second by: Curtis Gardner

Does Council wish to continue this item to the next regular council meeting?

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

12.b 10850 E Exposition Avenue – Zoning Map Amendment

2024-27 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 APPROXIMATELY 4.8 ACRES OF LAND TO HIGH-DENSITY DISTRICT (R-4), LOCATED APPROXIMATELY 478 FEET EAST

OF THE INTERSECTION OF E EXPOSITION AVENUE AND SOUTH IRONTON STREET (10850 E EXPOSITION AVENUE REZONE)

Mayor Coffman opened the public hearing.

Staff provided a brief summary of the item.

One person called in regarding the item.

Mayor Coffman closed the public hearing.

Liz Cooper Fuselier, Planner, Planning and Business Development / Lena McClelland, Assistant City Attorney

Moved by: Curtis Gardner

Second by: Dustin Zvonek

Does the Council wish to support Ordinance 2024-27?

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

12.c Aurora Housing Authority Board Amendment

2024-29 A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, AMENDING CHAPTER 42 OF THE AURORA CITY CODE, AND OTHER RELATED MATTERS

Sponsor: Dustin Zvonek, Mayor Pro Tem

Jason Batchelor, City Manager / Hanosky Hernandez, Senior Assistant City Attorney

Mayor Coffman opened the public hearing.

Staff provided a brief summary of the item.

Mayor Coffman closed the public hearing.

Moved by: Dustin Zvonek

Second by: Alison Coombs

Does the Council wish to support Ordinance 2024-29?

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

13. INTRODUCTION OF ORDINANCES

13.a Amendments to the City Code Regarding Unauthorized Camping

2024-25 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS 94-122, 114-107, 114-109, AND 114-110 OF THE CITY CODE AND ADDING SECTION 114-112 TO THE CITY CODE PERTAINING TO THE ABATEMENT OF UNAUTHORIZED CAMPS ON PUBLIC PROPERTY AND IN AN AREA CLOSED TO CAMPING

Sponsors: Steve Sundberg, Council Member / Curtis Gardner, Council Member

Jessica Prosser, Director of Housing and Community Services / Angela Garcia, Senior Assistant City Attorney

Staff provided a brief summary of the item.

Council Member Sundberg stated they ultimately want people to accept services and help within the city to get back into society and be well. There would be very defined no trespassing signs placed in sensitive areas to help with safety concerns. This would be enforced rapidly if needed.

Mayor Coffman expressed that this is a companion bill with Council Member Gardner's proposal that was adopted earlier.

Council Member Coombs asked how many more abatements they expect and how do they expect this to impact a more citywide equity in addressing abatements.

Staff provided clarification.

CM Coombs had an APD specific question regarding not tracking the number of hours and whether or not they know whether those numbers were individuals who had been arrested more than one time and how we expect the increased frequency and shortened timeframe to impact the arrest numbers.

H. Morrison, interim Chief of Police, provided clarification.

The Council heard public comment on the item.

CM Coombs had additional questions regarding the people who are subject to these abatements being diverted, if this is universal or specific people, and how they are going to be informed of that option.

A. Garcia, city attorney's office, responded and gave clarification.

CM Coombs asked whether they would be informed by officers at that time on site.

A. Garcia responded.

Mayor Coffman stated that perhaps the judge needed to opine on this matter, but reiterated this is for low-level offenses, for people given a ticket for illegal camping in the corridor or failure to appear.

CM Sundberg answered the question that the persons in the area where the signs are posted will be eligible for the program.

Mayor Coffman stated they would have to agree to the terms of probation.

CM Sundberg stated it is a voluntary program where they will be diverted from the criminal justice system and moved off site to receive services that the individual needs.

Moved by: Steve Sundberg

Second by: Curtis Gardner

Does the Council wish to support Ordinance 2024-25?

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

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

13.b 2024 Lease-Purchase Financing – Heavy Fleet

2024-28 FOR AN ORDINANCE AUTHORIZING THE USE OF LEASE-PURCHASE FINANCING TO ACQUIRE CERTAIN EQUIPMENT DURING THE 2024 FISCAL YEAR PURSUANT TO THE TERMS OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT BY AND BETWEEN THE AURORA CAPITAL LEASING CORPORATION, AS LESSOR, AND THE CITY OF AURORA, COLORADO, AS LESSEE; AUTHORIZING OFFICIALS OF THE CITY TO TAKE ALL ACTION NECESSARY TO CARRY OUT THE TRANSACTIONS CONTEMPLATED HEREBY; AND OTHER RELATED MATTERS

Andrew Jamison, Debt and Treasury Supervisor, Finance / Hanosky Hernandez, Senior Assistant City Attorney

Staff provided a brief summary of the item.

Moved by: Curtis Gardner

Second by: Françoise Bergan

Does the Council wish to support Ordinance 2024-28?

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

13.c Ordinance Pertaining to Excessive Number of Dogs Prohibited

2024-30 ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 14-71 OF THE CITY CODE PERTAINING TO EXCESSIVE NUMBER OF DOGS PROHIBITED

Sponsor: Françoise Bergan, Council Member

Anthony Youngblood, Animal Services Manager / Angela Garcia, Senior Assistant City Attorney

Staff provided a brief summary of the item.

Moved by: Françoise Bergan

Second by: Curtis Gardner

Does the Council wish to support Ordinance 2024-30?

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

14. FINALIZING OF ORDINANCES

Ordinances not approved unanimously at first reading

14.a Ordinance to Remove Sunset Provision for the Mandatory Auto Theft and Failure to Appear

2024-26 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, REMOVING THE "SUNSET PROVISION" IN ORDINANCE NUMBER 2022-37 RELATED TO MANDATORY PENALTIES FOR THE OFFENSES OF MOTOR VEHICLE THEFT AND FAILURE TO APPEAR UNDER THE CITY CODE

Sponsor: Dustin Zvonek, Mayor Pro Tem

Heather Morris, Chief of Police / Peter Schulte, Client Services Manager, City Attorney

The Council heard public testimony on the agenda item.

Staff provided a brief presentation.

Council Member Coombs asked about the fiscal impact on implementing the lot.

Staff provided clarification.

Mayor Pro Tem Zvonek also provided clarification.

CM Coombs stated there needs to be a thorough conversation about the cost and the data.

Moved by: Dustin Zvonek

Second by: Steve Sundberg

Does the Council wish to support Ordinance 2024-26?

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

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

15. ANNEXATIONS

16. RECONSIDERATIONS AND CALL UPS

17. GENERAL BUSINESS

18. REPORTS

18.a Mayor

Mayor Coffman was honored to appoint Garrett Walls for another term on the Business Advisory Board. He noted that he has been a great chair for the board and has made an extraordinary difference for the city when it comes to small business issues.

18.b Council

CM Coombs re-appointed Michelle Reading from Dry Dock Brewing to the Business Advisory Board. She was really happy to attend the Aurora History Museum Mosaic of Cultures and the Poly Community exhibit reception on Saturday along with the mayor as well as many members of the community. The exhibit continues to be open and was incredibly interesting. It highlights members of her community as well as information about Nepal, which is one of the communities from which they have many immigrants in the city of Aurora. She encouraged folks to go to the History Museum and check that out. CM Coombs reminded folks that Aurora Pride will be August 3, 2024, at the Aurora Reservoir and she would be bringing forward a resolution on that.

CM Jurinsky announced they are hosting an At-Large Town Hall on Thursday, June 20, 2024, at 6:00 p.m. at the Central Rec Center. She mentioned the Wine & Wags event that this is Tuesday, August 27, 2024. They have a fundraising goal of $50,000 toward building a new animal shelter that is desperately needed in Aurora. There will be wine tasting, appetizers, live entertainment, silent auction, and a lot of pet supply vendors from Aurora. The event is at the Lake House at Cherry Creek State Park. It is not just monetary donations, but they are looking for different items such as food, treats, and toys for the animals.

CM Sundberg visited a couple of grocery stores recently and talked to management and employees about theft. He watched a special out in Los Angeles, CA and there has been an 81% increase in retail theft in just one year. One store is doing an interesting thing where they have drastically reduced theft by creating an Instagram account where great pictures of the thieves are posted with the caption reading do you know this person. They also put posters on the store glass, and that has reduced theft as well. Public Works staff, CM Stephanie Hancock, and CM Sundberg visited a fiber installation by Google Fiber. CM Sundberg visited Station #9 recently, which is getting an overhaul. CM Sundberg saw Mayor Coffman on Saturday at the Kierkegaard Acres Picnic.

CM Medina stated he has his Town Hall tomorrow at the Central Library, where members of the Veterans Affair Commission will come out and talk.

CM Lawson gave a legislative update. As the state legislative session has come to an end, the city will continue focusing on federal advocacy efforts and planning for the 2025 Colorado Legislative Session. The city's congressionally directed spending request will be put before congressional appropriation committees for the final approval in FY25 budget. The projects include the mobile command vehicle for increased community safety, Havana Street corridor multimodal improvements, Box Elder Creek Roadway improvement, and Montview Boulevard complete streets. The Department of Justice has released a Notice of Proposed Rule Making. It will propose rescheduling marijuana from Schedule I to Schedule III, which could reduce the tax burdens on businesses and potentially increase banding opportunities. Their next meeting will be Friday, June 21, at 1 p.m. and will be virtually. She stated she would have two Town Hall meetings as she does on a monthly basis. The first one will be June 15, 2024, at Heather Gardens from 10 to 11:30. The second one will be June 25, 2024, at Central Rec Center, 6:30 to 8 p.m. The topics will be retail strategy and the fireworks presentation by AFR, followed by her general updates and have Q&A as well. She wanted to thank her colleagues for approving the citywide beautification operational enhancements. They will be able to work along with Ready to Work where cleanup will include the medians and along the trails. This is something constituents bring up about making the city cleaner.

CM Bergen stated she missed the last meeting because she was at the ICSC Conference in Las Vegas, where she and staff met with brokers and developers. Meetings are conducted about every half hour for two days. Their meetings are intended to bring business to Aurora, showcasing the great city. She gave a quick update on the reservoir because she has a lot of constituents that live by the Aurora Reservoir, especially Beacon Point and South Shore residents. They had to close the reservoir at 6 p.m. last weekend as well as ban alcohol due to serious disturbances over the last few weekends. An after-action report will be completed to assess how the weekend went if they are going to lift restrictions or keep them for a little bit longer. She asked individuals to be patient during this time.

Council members Gardner, Hancock, Murillo, and MPT Zvonek did not have a report.

19. ADJOURNMENT

Mayor Coffman adjourned the regular meeting of City Council.

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.

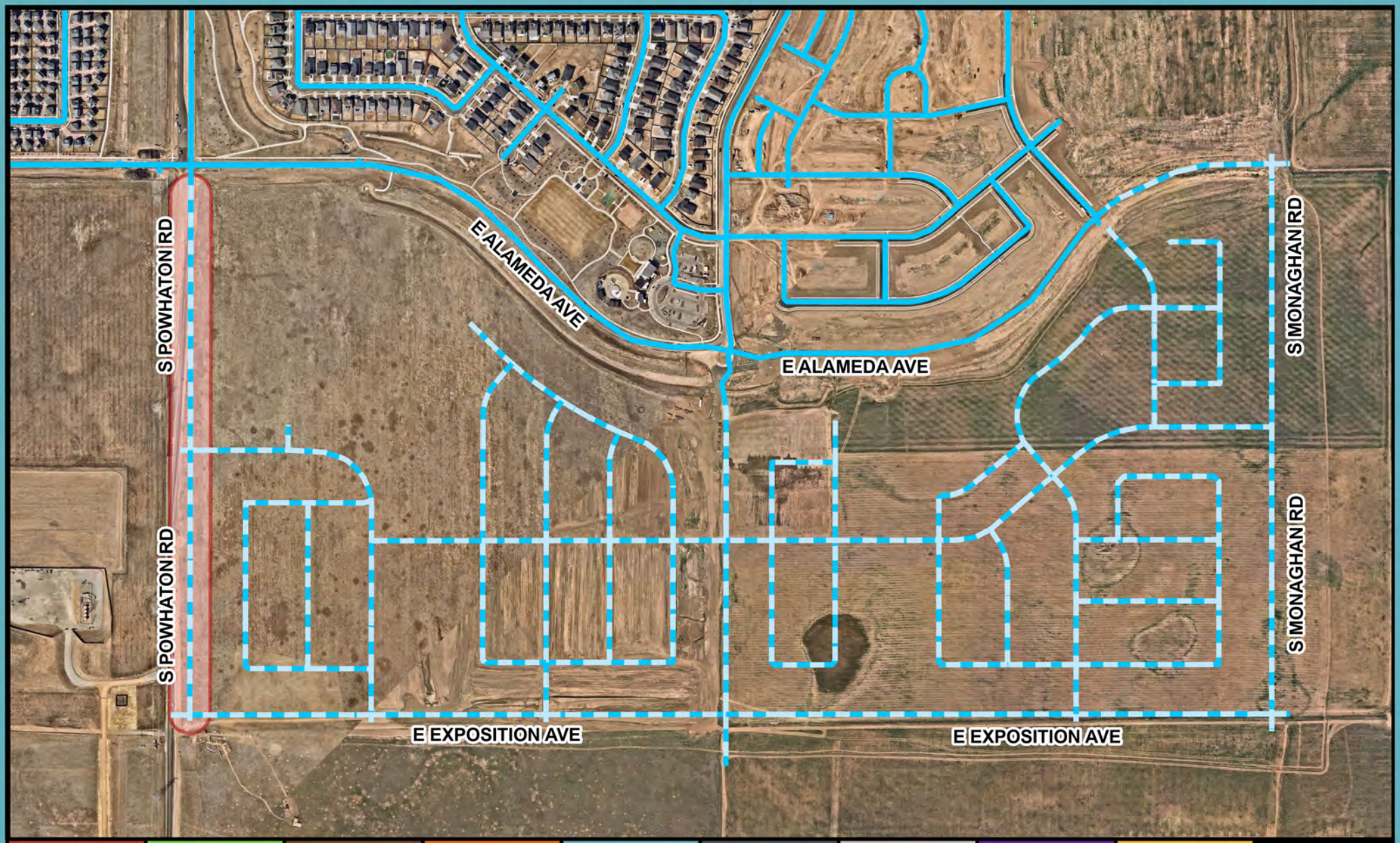
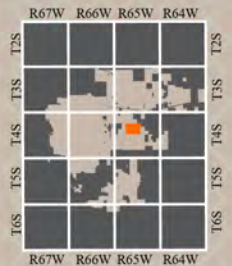


EXHIBIT A

Aurora Water
26791 E. Quincy Ave, Aurora, CO 80016 USA
www.auroragov.org | 303-739-7370
waterengrgis@auroragov.org

April 29, 2024



- 36" Water Line Reimbursement Section
- Proposed Potable Water - HARMONY FLG #14
- Active Potable Water

Feet: 0, 250, 500, 1,000

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.

Author: jsquire **Date:** 4/29/2024 **APRX Path:** K:\Dept\WaterEngineering\14 GIS\14.05 PROJECTS\14.05C Map Requests\WASTE_SR_Powhaton Waterline Reimbursement\PROJECT_MAP.aprx

CITY OF AURORA
Council Agenda Commentary

Item Title: City of Aurora Public Safety Training Center (CAPSTC) Meeting Room Naming
Item Initiator: Curtis Gardner, Council Member
Staff Source/Legal Source: Jason Batchelor, City Manager / Andrea Wood, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 12/15/2025

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)

R2025-154 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, CHANGING THE OFFICIAL NAME DESIGNATION OF THE LARGE CONFERENCE ROOM IN THE CITY OF AURORA PUBLIC SAFETY TRAINING CENTER (CAPSTC) TO THE GEORGE ACKMAN CONFERENCE ROOM AND DIRECTING THE CITY MANAGER TO PREPARE AN APPROPRIATE DEDICATION PLAQUE FOR DISPLAY AT THAT LOCATION
Sponsor: Curtis Gardner, 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 and Move Forward to Regular Meeting
☐ Information Only
☐ Approve Item as Proposed at Policy Committee
☐ Approve Item as Proposed at Study Session
☐ Approve Item as Proposed at Regular Meeting
☒ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

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.)*

N/A

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

This resolution would rename the large conference room at CAPSTC to be the George Ackman conference room. This is requested without reconsideration so that appropriate designation of the room can be made expeditiously as indicated in the resolution.

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.)

The cost of having a plaque made.

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 this 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).

RESOLUTION NO. R2025- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, CHANGING THE OFFICIAL NAME DESIGNATION OF THE LARGE CONFERENCE ROOM IN THE CITY OF AURORA PUBLIC SAFETY TRAINING CENTER (CAPSTC) TO THE GEORGE ACKMAN CONFERENCE ROOM AND DIRECTING THE CITY MANAGER TO PREPARE AN APPROPRIATE DEDICATION PLAQUE FOR DISPLAY AT THAT LOCATION.

WHEREAS, George Ackman was born on April 12,1933 and grew up at 1623 Dayton Street, Aurora, and

WHEREAS, George Ackman attended Aurora High School leaving early to join the US Marine Corp. and served in the Korean War with the 1st Marine Division Tank Battalion until 1954 at the rank of Sergeant; and

WHEREAS, George Ackman worked for the City of Aurora's Parks Department, later being hired as a Patrolman for the Aurora Police Department in 1955; and

WHEREAS, George Ackman resigned from the Aurora Police Department in 1958, to accept a position as a fire fighter, and became the first person to serve as an Aurora Police Officer and Aurora Fire Fighter; and

WHEREAS, George Ackman served the next 27 years, ranking Battalion Chief in 1973, and in 1980 he and his son, Mike Ackman, became the first father-son employees of Aurora Fire Rescue; and

WHEREAS, George Ackman was active in the Veterans of Foreign War Post 3631, Chair of the Voice of Democracy, the Buddy Poppy Campaigns, the Aurora Historical Society and the Northwest Aurora Neighborhood Association (NANO); and

WHEREAS, George Ackman dedicated his short life (58 years) to serving his Country, Community, and the City of Aurora.

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:

That the official name of the large conference room at the CAPSTC facility shall be known as the George Ackman Conference Room, in recognition of George Ackman's extraordinary service to the City of Aurora, to his country, and to his community. The City Manager shall expeditiously arrange for production and display of an appropriate dedication plaque to be displayed above the conference room.

Section 2. This Resolution shall take effect immediately without reconsideration.

Section 3. All resolutions or parts of resolutions of the City in conflict herewith, including but not limited to R93-97, are hereby repealed only to the extent of such conflict. This resolution supersedes R93-97 pertaining to the naming of City parks and buildings, but in this instance only.

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: Eliminating the Veterans Affairs Commission
Item Initiator: Jason Batchelor, City Manager
Staff Source/Legal Source: Jason Batchelor, City Manager / Andrea Wood, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 11/17/2025

2nd Regular Meeting (if applicable): 12/15/2025

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)

2025-105 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ELIMINATING THE VETERANS' AFFAIRS COMMISSION
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 and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

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.)*

During the August 11, 2025 regular council meeting, Ordinance 2025-74 to eliminate the Veterans Affairs Commission was brought before council. Council did not support the Ordinance and the Commission remained active.

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

During the Veterans Affairs Commission meeting on October 9, 2025, the Commissioners voted and supported the recommendation to council to disband the Commission. This Ordinance is proposed to eliminate the Veterans Affairs Commission.

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 Ordinance to eliminate the Veterans Affairs Commission?

LEGAL COMMENTS

The city council, in its discretion, may abolish, by ordinance or resolution, as appropriate, boards, commissions, committees and authorities, except for those created by the Charter. (City Code § 2-767). (Wood).

Aurora Veterans Affairs Commission
15151 E. Alameda Parkway,
Aurora, Colorado 80012

DATE: October 18, 2025

SUBJECT: Request to Disband the Veterans Affairs Commission

TO: City Council

DEPARTMENT: Veterans Affairs Commission

At our October 9, 2025, meeting, the Veterans Affairs Commission members voted 7-to-2, with three members absent, to recommend that the City Council disband the commission. We take this action reluctantly, given that there are about 24,000 veterans living in Aurora whose voices will go unheard. As an extension of the City Council, the commission needs to be valued by the council so that our work is seen as supporting Aurora veterans. However, the collaboration between the City Council and the VAC has not evolved, and it appears there is limited interest in supporting our Uniformed Service veterans. Examples include:

- The City Council does not respond to our communications or recommendations.
- During annual conversations, council members were asked how the commission might be of service to the City Council. In the last five years, no council member has made any suggestion.
- In November 2024, we provided the City Council with an extensive study of Aurora veteran needs. While the study focused on the top three issues, the report contained all the issues we identified during our research. As such, we do not see what remains for us to research or recommend to the City Council.

We respectfully ask that you disband the commission before our next meeting on January 8, 2026. I am available to answer any questions at rxtols@comcast.net or 720-287-2195.

Sincerely,



Dr. Ralph Charlip, LFACHE
Chairperson

ORDINANCE NO. 2025- _____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ELIMINATING THE VETERANS' AFFAIRS COMMISSION.

WHEREAS, the Aurora Veterans Affairs Commission was established to advise the City Council on issues affecting Aurora veterans, active-duty service members, and their families; and

WHEREAS, the Commission has worked diligently to identify and address the needs of Aurora's veteran community; and

WHEREAS, the Commission believes that it has completed its primary objectives and does not believe there is additional research or recommendations they can provide, and therefore voted to recommend that the City Council disband the Commission; and

WHEREAS, the City Council recognizes and sincerely appreciates the service and dedication of all Veterans Affairs Commission members and their commitment to improving the lives of Aurora's veterans; and

WHEREAS, the City Council agrees it is appropriate to dissolve the Veterans Affairs Commission in accordance with the recommendation of its members.

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

Section 1. The Veterans' Affairs Commission is hereby dissolved, and all functions, responsibilities, and activities assigned to the Commission are hereby terminated.

Section 2. Any requests for services previously under the jurisdiction of the Veterans' Affairs Commission shall be referred to the appropriate county.

Section 3. That section 2-765 of the City Code of the City of Aurora, Colorado is hereby amended to read as follows:

Title	Location
Art in public places commission	Ch 34, art. IV, div. 2
Aurora Fox Arts Center board	Ch. 34, art. III, div. 2
Aurora immigrant and refugee commission	Ch. 2, art. VIII, div. 4
Aurora youth commission	Ch. 2, art. VIII, div. 5
Board of adjustment and appeals	Ch. 106, art. III; Charter section 9-2

Building code and contractor's appeals and standards board	Ch. 22, art. II
Business advisory board	Ch. 26, art. II
Career service commission	Ch. 102, art. II; Charter section 9-3
Citizens' advisory budget committee	Ch. 2, art. V, div. 2
Citizens' advisory committee for housing and community development	Ch. 2, art. VIII, div. 2
Citizens' water advisory commission	Ch. 138, art. III
Civic engagement commission	Ch. 2, art. VIII, div. 6
Civil service commission	Ch. 102, art. III
Commission for older adults	Ch. 2, art. VIII, div. 2
Cultural affairs commission	Ch. 34, art. II
Election commission	Ch. 54, art. I; Charter section 2-2
General employees retirement board	Ch. 102, art. V
Golf course advisory committee	Ch. 98 art. IV, div. 2
Historic preservation commission	Ch. 78, art. II
Housing authority	Ch. 42, art. II
Human relations commission	Ch. 82, art. II
Independent review board	Charter art. IX
Judicial performance commission	Ch. 50, art. II, div. 2, subdiv. II
Library board	Ch. 2, art. IV, div. 6, subdiv. I; Charter section 9-4
Oil and gas advisory committee	Ch. 106, art. IV
Open space board	Ch. 2, art. IV, div. 9, subdiv. II
Parks and recreation board	Ch. 98, art. II
Planning and zoning commission	Ch. 106, art. II, Charter section 9-5
Public defender commission	Ch. 50, art. II, div. 4
~~Veterans' affairs commission~~	~~Ch. 2, art. VIII, div. 3~~

Section 4. The City hereby repeals Chapter 2, Article VIII, Division 3 of the City Code pertaining to the Veterans' Affairs Commission.

~~Division 3.~~
~~Veterans' Affairs Commission~~

~~Sec. 2-851 Created; composition.~~
~~*Sec. 2-852, 2-853 Reserved.*~~
~~Sec. 2-854 Subcommittees.~~
~~Sec. 2-855 Object and purpose.~~
~~*Sec. 2-856 through 2-875 Reserved.*~~

~~Sec. 2-851. Created; composition.~~

~~There is created and established a veterans' affairs commission, consisting of 11 voting members and one nonvoting member. The 11 voting members and the alternate member shall be registered electors and shall be either on active duty in a uniformed service of the United States or serving as a traditional Guardsman/Reservist or Individual Mobilization Augmentee or they shall be honorably discharged from a uniformed service of the United States. Members shall be appointed, removed and compensated as provided by Charter Article 9-1 and applicable code sections. For purposes of this section "Uniformed Service of the United States" shall mean either the United States Army, the United States Marine Corps, the United States Navy, the United States Air Force, Space Force, the United States Coast Guard, the United States Public Health Service Commissioned Corps, or the National Oceanic and Atmospheric Administration Commissioned Officer Corps.~~

~~Sec. 2-852, 2-853. Reserved.~~

~~Sec. 2-854. Subcommittees.~~
~~Subcommittees may be appointed by the veterans' affairs commission to accomplish the objects and purposes of the veterans' affairs commission, and members appointed to such subcommittees need not be residents of the City or registered electors.~~

~~Sec. 2-855. Object and purpose.~~
~~The object and purpose of the veterans' affairs commission shall be to exercise those powers and duties as follows:~~
~~(1) Shall advise the council as to the concerns of veterans relating to transportation, housing, employment and other areas affecting veterans in the City.~~
~~(2) Shall make recommendations to the council of solutions to these issues and concerns.~~
~~(3) May serve as a source of information regarding sources and services available to veterans.~~
~~(4) Shall exercise such other powers and duties as may be assigned to it by the city council.~~

~~Sec. 2-856 through 2-875. Reserved.~~

Section 5. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 6. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 7. All 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:

PETER A. SCHULTE, CITY ATTORNEY

By: Andrea Wood MK
ANDREA WOOD, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Urban Cottages Jewell - Zoning Map Amendment
Item Initiator: Rachid Rabbaa, Planner III, Planning and Business Development
Staff Source/Legal Source: Rachid Rabbaa, Planner III / Lena McClelland, Assistant City Attorney
Outside Speaker: Todd Johnson, Applicant, Urban Cottages LLC / Alan Cunningham, Agent, PCS Group INC
Council Goal: 2012: 5.6--Continue to plan for high quality neighborhoods with a balanced housing stock

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 3/10/2025

2nd Regular Meeting (if applicable): 3/24/2025

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)

2025-06 A PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FOR A ZONING MAP AMENDMENT TO REZONE APPROXIMATELY 3.91 ACRES OF LAND TO MEDIUM-DENSITY RESIDENTIAL DISTRICT (R-2), LOCATED SOUTH OF THE INTERSECTION OF EAST JEWELL AVENUE AND SOUTH JOLIET STREET (URBAN COTTAGES ON JEWELL REZONE)
Rachid Rabbaa, Planner III, 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: 1/8/2025

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 held a public hearing to review the Zoning Map Amendment and Site Plan request at a regular meeting held on January 8, 2025. Following staff's presentation, public comments were given at the hearing. The commission voted to make recommendation of approval for the Zoning Map Amendment. The commission voted to table the Site Plan request, in order for the applicant and staff to schedule a neighborhood meeting. The meeting occurred on March 3rd 2025. On September 24th 2025 the Planning and Zoning Commission approved the Site Plan. A copy of the Planning Commission Meeting Minutes are attached for reference.

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

The applicant, Urban Cottages, LCC, is requesting approval of a Zoning Map Amendment (Rezone) for 3.91 acres from the Rural Residential (R-R) to Medium-Density Residential (R-2) District. The subject property is located south of E. Jewell Avenue, a collector street, approximately 900' east of S. Havana Street. The site is bounded by single-family attached and detached residential development to the north, a park to the east, a large lot rural residential development to the west, and single-family detached residential development and vacant land to the south. The subject property lies within the Established Neighborhood placetype in the Aurora Places Comprehensive Plan and is located in direct proximity to Havana Heights, a low-density single-family neighborhood.

The purpose of the R-2 Medium Density District is to promote and preserve various types of medium density housing with adequate amounts of usable common space and amenities. This district is intended for use close to collector streets and public transit facilities. The surrounding area includes a variety of land uses with commercial on Havana and Ponderosa Elementary school to the east. Residential uses include single family detached, townhome and multifamily all nearby. Based on the approval criteria regarding the consistency with the Comprehensive Plan, purpose statement of the zoning district, scale of the proposal and compatibility with the surrounding area, the proposed Zoning Map Amendment complies with the approval criteria in the City Code.

Neighborhood comments were received during the first review cycle regarding infrastructure, parking, and traffic concerns. Based on the comments and concerns, a neighborhood meeting was held on Tuesday, May 31, 2022. The applicant addressed the concerns raised at the meeting.

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.)

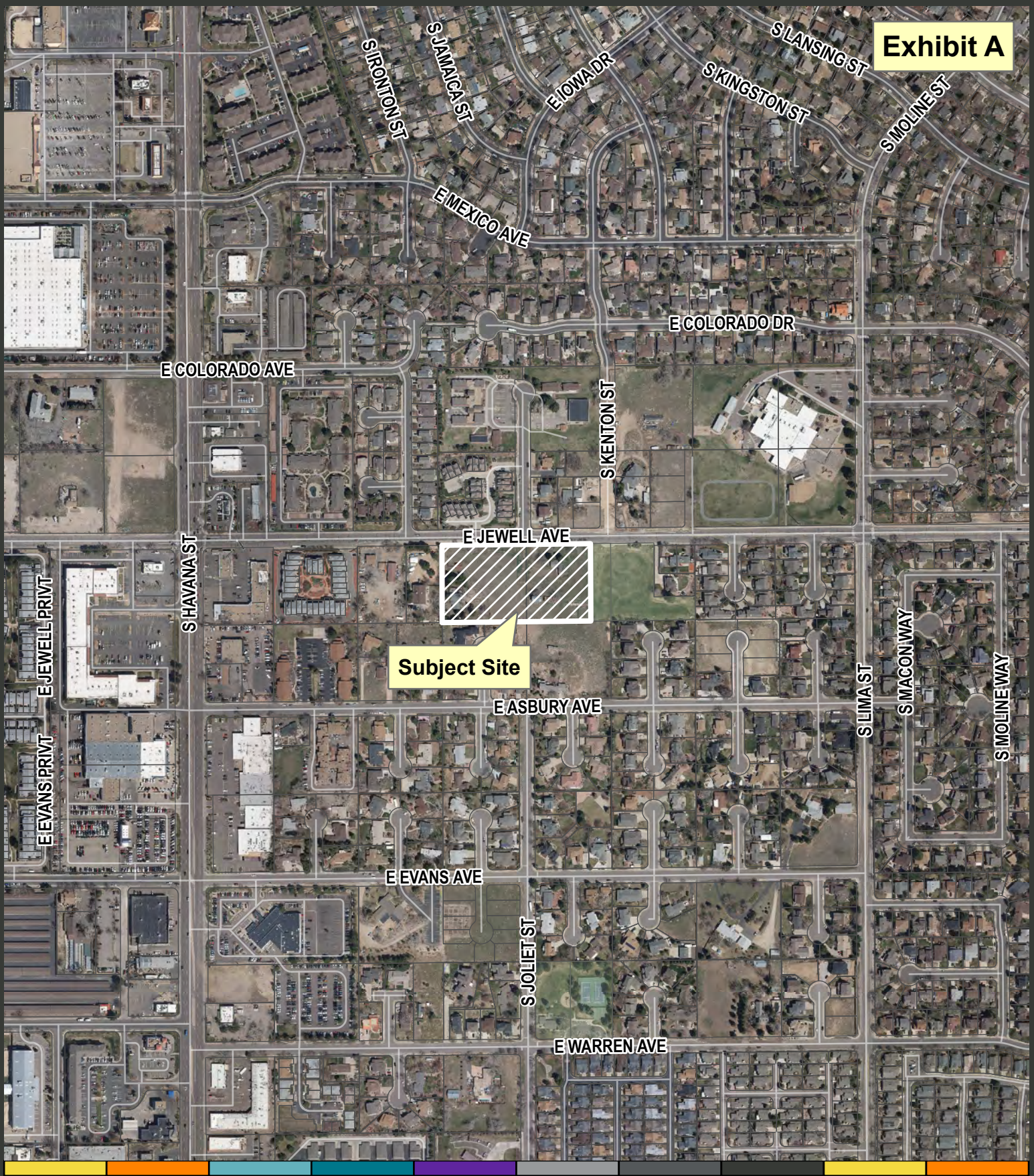
N/A

QUESTIONS FOR COUNCIL

Does the City Council wish to approve the ordinance to rezone 3.91 acres of Rural Residential (R-R) to Medium Density Residential (R-2) for the Urban Cottages Jewell Zoning Map Amendment?

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 0.04 0.08

City of Aurora, Colorado

Urban Cottages Jewell
Zoning Map Amendment
Site Plan w/ Adjustments

N W E S

Case Numbers: 1984-2057-02, 2022-4026-00
Development Application: #2309-00

12/12/2024 I:\GIS\ArcGIS_Pro_Projects\Planning\Development Review\Data Services\VicinityMap_Pro\VicinityMap_Pro_Arial.aprx

ZONING MAP AMENDMENT PROPOSAL
LETTER OF JUSTIFICATION

ZONING MAP AMENDMENT PROPOSAL
LETTER OF JUSTIFICATION

The 11000 E. Jewell Ave site sits between S. Havana St and 225 and north of S. Parker Rd. As can be seen on the attached graphics, this site currently falls within a R-R zoning map designation.

In terms of context, the character of the surrounding 11000 E. Jewell project consists mainly of R-1 zoning designated parcels to the east & south, with higher intensity uses to the west and a mix of R-1, R-2 and educational uses to the north. Along the eastern border of the site sits Havana Heights Pond Park and directly north, opposite of the 11000 E. Jewell site is a R-2 parcel designation, with existing town home development of approximately 10 du/ac . In close proximity, as you move west towards S. Havana St., there are some MU-C zoned parcels situated within a short walking distance to the 11000 E. Jewell Ave Site as well as more R-2 and R-3 zoned parcels.

With our Zoning Map Amendment proposal we are requesting to revise the zoning designation on the 11000 E. Jewell Ave property to be rezoned from R-R to R-2. The purpose of the R-2 district is to promote and preserve various types of medium density housing with adequate amounts of usable common space and amenities. Our proposed change in zoning designation to R-2 with the use of Two-Family Dwellings (Duplex), will allow for an increase in the diversity of residential housing types within the context of the surrounding neighborhood, providing a mix of options and price points within this part of Aurora. Additionally, the direct adjacency to Havana Heights Pond Park assures adequate usable open space and amenities for the future residents of this infill development.

The applicant believes that this zoning map amendment request will be beneficial for the city and that it should be approved for several reasons. First, as depicted within Aurora Places, the 11000 E. Jewell site is located within an Established Neighborhood “placetype.” Accordingly, this placetype is predominantly characterized as “residential areas with a variety of unit types including single-family detached, single-family attached, and multifamily.” The 11000 E. Jewell Ave community is being designed as a well-defined and connected neighborhood that provides a paired home unit type to ensure consistency with the current surrounding residential character while also creating a transition in density between the single family detached homes to the south, and the higher density town home development across Jewell Ave.

In addition to the Comprehensive Plan compliance, the requested change to the R-2 zone district is also consistent with many of the zone districts located along Jewell Ave. For instance, in the mile long stretch of E. Jewell Ave between S. Lima St and S Daytona Street, that is bisected by Havana St, and is relevant to this site’s frontage, this is the only site that is currently zoned R-R. In fact, this site is the only property zoned R-R west of I-225 along E. Jewell Ave. Otherwise, the aforementioned stretch of Jewell Ave consists of less than 25 % of the frontage as R-1 zone district, with the remaining frontage consisting of R-2 or higher zone districts, along with a small part of the frontage being attributed to the Ponderosa Elementary School . As such, the requested zoning change on this property is in keeping with the existing development patterns along Jewell. Additionally, the majority of R-R and R-1 zoned property exists to the south and east of this site, much of which is buffered by Havana Heights Pond Park. With respect to the existing R-R zone district and homes to the south, we are addressing the relationship to the south by turning our proposed units sideways to the property, and by incorporating and additional 10’ buffer and new privacy fence along that interface.

Furthermore, as explained in the City of Aurora Housing Strategy study, it has been acknowledged that the City of Aurora is experiencing continual growth and increase in resident population and home prices each year. The 11000 E. Jewell Ave site plan with paired homes will provide more attainable housing options, and diversity of home types within this portion of the City of Aurora. The concept for Urban Cottages is to be attainable by design, meaning the site design approach focuses on creating modestly sized homes on smaller lots. These missing middle design features allow walkable, medium density, infill housing near public transportation and amenities. Missing middle housing caters to households usually overlooked in home design and planning, including seniors, singles, and young families.

Overall, when considering the mixture of the surrounding site character; the Established Neighborhood placetype in the comprehensive plan, and the City of Aurora Housing Strategy study, the Zoning Map Amendment request associated with the 11000 E. Jewell community is warranted and will ultimately benefit the City of Aurora. By providing additional variety of residential uses to support the ultimate housing demand in the area, while at the same time fitting within the general site context of the area, the 11000 E. Jewell community will ensure the creation of a cohesive and beneficial neighborhood on this infill site. In this regard, the proposed site plan for 11000 E. Jewell Ave. will fulfill the City's approval criteria by creating a residential community which will promote diversity and affordable housing for the City of Aurora. The City's approval criteria are included below.

Section 5.4.1.C.3.A - Criteria Approval.
An application for initial zoning, rezoning, and changes to the Zoning Map for individual parcels or small areas shall only be recommended if the Planning Director and the Planning and Zoning Commission finds that the following criteria have been met, and shall only be approved if City Council finds that the following criteria have been met.

i. The change to the Zoning Map is needed to correct an error (change in the character of surrounding areas does not constitute an error in the map); or
As far as we know there has not been an error in the Zoning Map that needs correcting.

ii. The change to the Zoning Map is required because of changed conditions or circumstances on the property or in the surrounding area and:
There have been changes in the surrounding area as this part of the City has continued to evolve and more multi-family developments have occurred. Additionally, circumstances and conditions have changed on the subject property as existing buildings are now sitting vacant and in a state of disrepair.

(a) The applicant has demonstrated that the proposed initial zoning or rezoning is consistent with the spirit and intent of the Comprehensive Plan, with other policies and plans adopted by the City Council, and with the purpose statement of the proposed new zone district(s);
As outlined above, the rezoning of this property from R-R to R-2 is consistent with the spirit and intent of the Comprehensive Plan and the integration within the Established Neighborhoods placetype, as well as the purpose statement of the R-2 zone district. Additionally, it is consistent with several Comprehensive Plan Principles such as: the Housing for All Principle which envisions high-quality housing options that enable people across all socioeconomic levels, cultural practices and stages of life to establish and manage households, and the Easy Mobility and Active Transportation Principle with an easy to use transportation network with multiple choices for travel. In essence, the requested Zoning Map Amendment will allow this site to develop in an infill manner, filling a need within the City of Aurora for housing diversity, and attainability within the missing middle of housing product.

(b) The applicant has demonstrated that the size, scale, height, density, and multi-modal traffic impacts of the proposed initial zoning or rezoning are compatible with surrounding development or can be made compatible with surrounding development through approval conditions; and

As a neighborhood of paired residential homes, the size, scale, height, density and multi-modal traffic impacts are appropriate for an infill development site along a city thoroughfare such as Jewell Ave. The proposed residential product is similar in height to the surrounding residential uses, and given the grade difference between this property and the residential units to the south, there will be very little impact to those existing homes. The size and scale of the homes are smaller than some surrounding residences, but as outlined above, this is geared towards providing much needed housing diversity to a missing segment of the market that is in desperate need of housing options. Providing options such as this often results in increased density, but given the adjacency to E. Jewell Ave and the higher density uses located along it, the applicant believes that this proposed development is a compatible, transitioning use that will fit cohesively into the fabric of the greater neighborhood.

(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 change in zoning will not create significant dislocations of occupants of the property, as the buildings are currently sitting vacant and in a state of disrepair. As such, the redevelopment of this site will help progress it towards the goals of the Comprehensive Plan and advance it beyond its' current state.



Contextual Birdseye View of the Site

LEGAL DESCRIPTION
EXHIBIT A
SHEET 1 OF 2

A PARCEL OF LAND LYING SITUATED IN THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, ALSO BEING PLOT FOUR (4) AND A PORTION OF PLOT FIVE (5), MALONE SUBDIVISION, RECORDED IN BOOK 9, PAGE 48, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE BASED UPON THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 26, ASSUMED TO BEAR NORTH 89°20'02" EAST, A DISTANCE OF 2,626.00 FEET, FROM THE NORTHWEST CORNER OF SAID SECTION 26 TO THE NORTH QUARTER CORNER OF SAID SECTION 26;

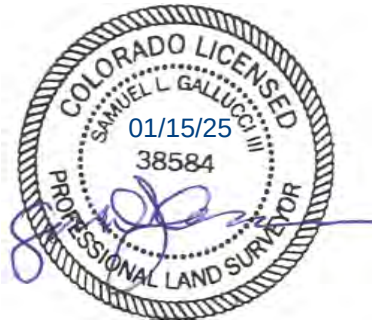
COMMENCING AT SAID NORTHWEST CORNER OF SECTION 26; THENCE ALONG SAID NORTH LINE OF THE NORTHWEST QUARTER, NORTH 89°20'02" EAST, A DISTANCE OF 984.93 FEET; THENCE SOUTH 00°11'48" EAST, A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF SAID PLOT FOUR (4), ALSO BEING THE POINT OF BEGINNING;

THENCE ALONG THE NORTH LINES OF SAID PLOTS FOUR (4) AND FIVE (5), ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF JEWELL AVENUE, AS RECORDED AT BOOK 9, PAGE 48 OF SAID COUNTY RECORDS, NORTH 89°20'02" EAST, A DISTANCE OF 578.43 FEET TO THE NORTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN BOOK 4583 AT PAGE 506;
THENCE ALONG THE WEST LINE OF SAID PARCEL OF LAND SOUTH 00°14'21" EAST, A DISTANCE OF 300.88 FEET TO THE SOUTH LINE OF SAID PLOT FIVE (5);
THENCE ALONG THE SOUTH LINES OF SAID PLOTS FIVE (5) AND FOUR (4), SOUTH 89°21'07" WEST, A DISTANCE OF 578.65 FEET, TO THE SOUTHWEST CORNER OF SAID PLOT FOUR (4);
THENCE ALONG THE WEST LINE OF SAID PLOT FOUR (4) NORTH 00°11'48" WEST, A DISTANCE OF 300.70 FEET, TO THE POINT OF BEGINNING;

CONTAINING 174,012 SQUARE FEET OR 3.995 ACRES, MORE OR LESS.

ALL LINEAL UNITS 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.

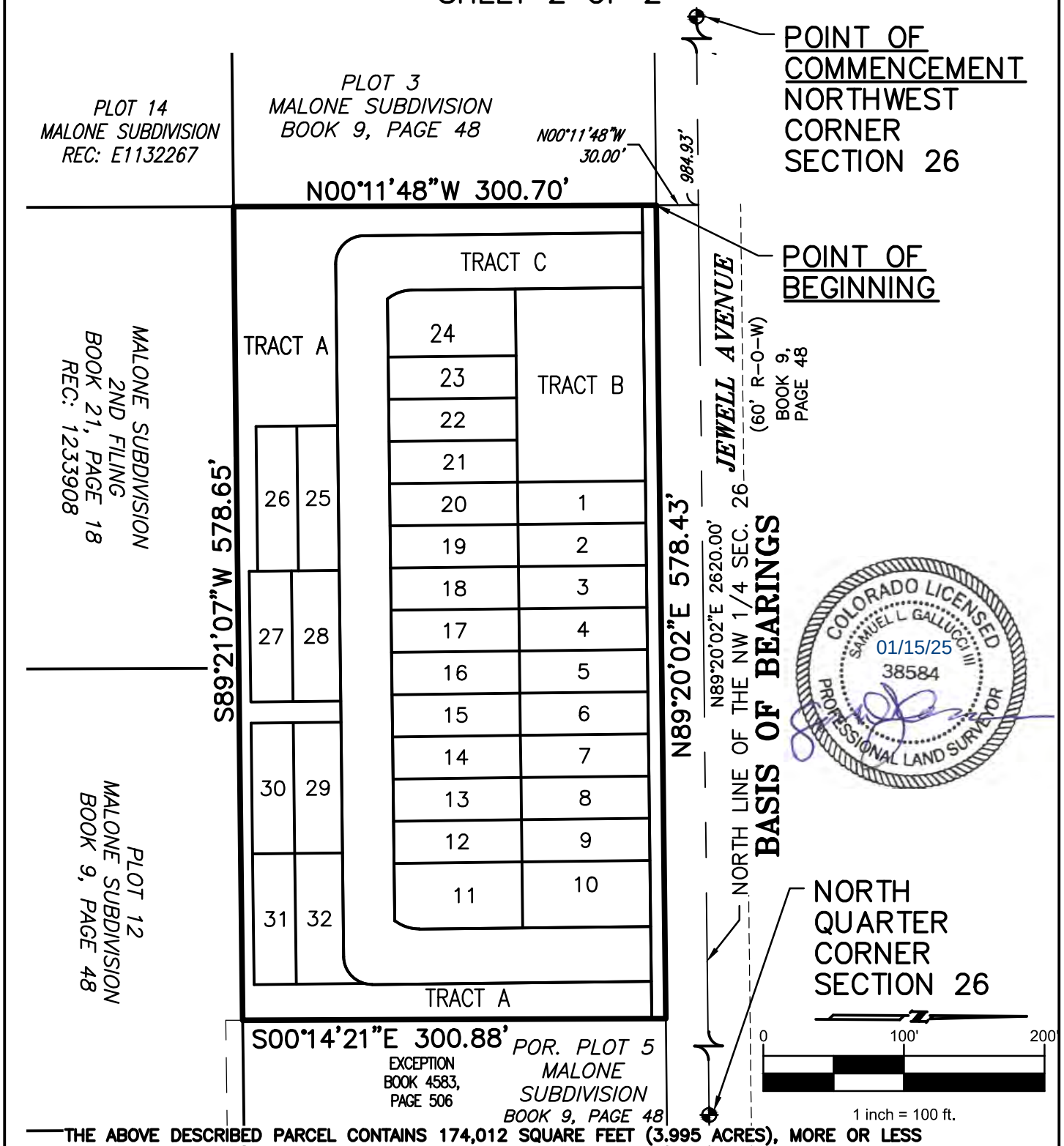


SAMUEL L. GALLUCCI III, PLS 38584
FOR AND ON BEHALF OF
EMK CONSULTANTS, INC.

ILLUSTRATION FOR

EXHIBIT A

SHEET 2 OF 2



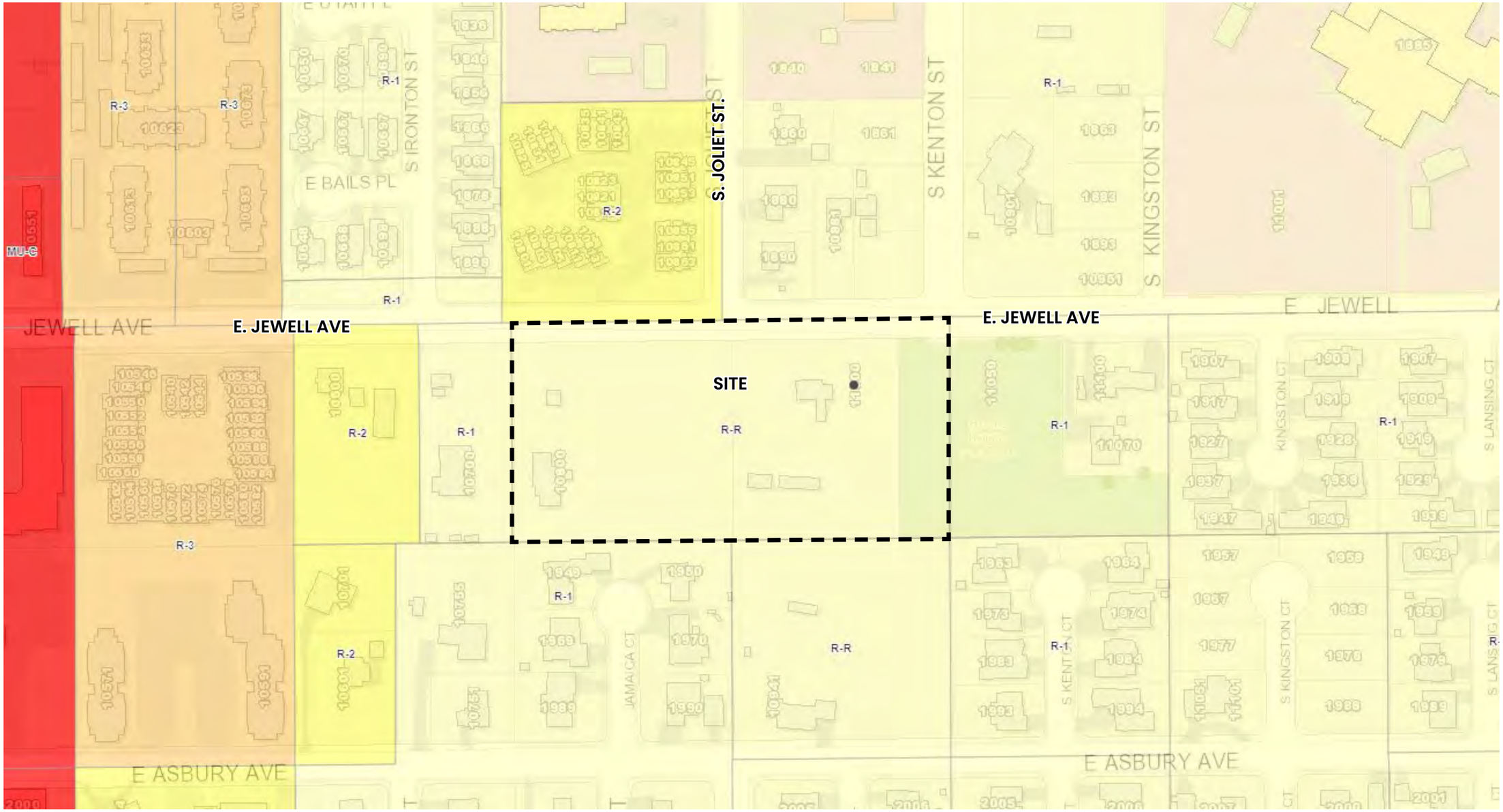
COLORADO LICENSED
SAMUEL L. GALLUCCI III
01/15/25
38584
PROFESSIONAL LAND SURVEYOR

THE ABOVE DESCRIBED PARCEL CONTAINS 174,012 SQUARE FEET (3.995 ACRES), MORE OR LESS

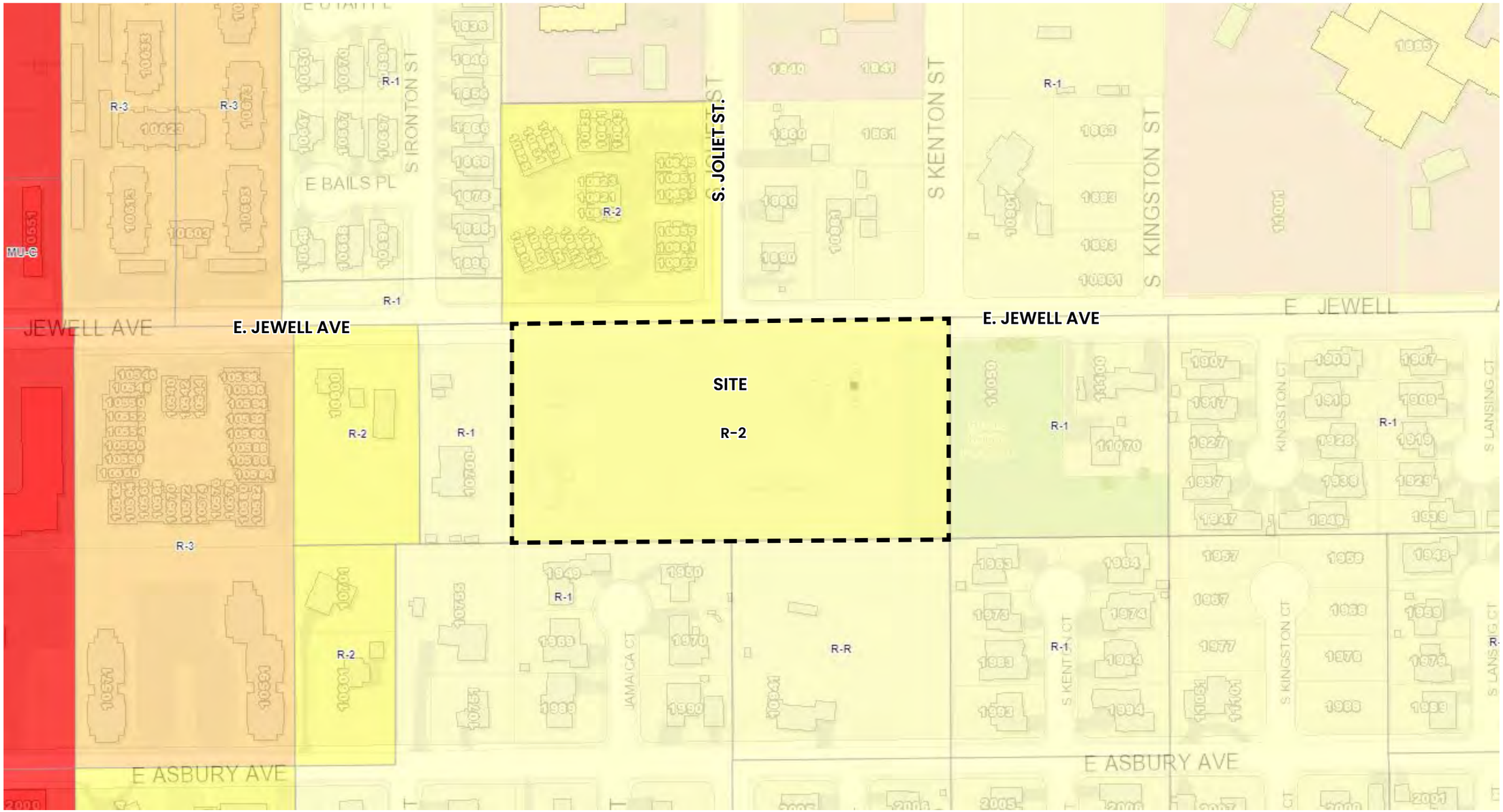
CITY OF AURORA, COLORADO		
DRAWN BY: SLG3	SCALE: 1"=100'	R.O.W. FILE NO.
CHECKED BY: JTH	DATE: 01/15/25	JOB NO.: 13298

A PARCEL OF LAND SITUATED IN THE NORTHWEST 1/4 OF SECTION 26, T4S, R67W, 6TH P.M. CITY OF AURORA, ARAPAHOE COUNTY, COLORADO

ZONING MAP: EXISTING R-R ZONE DISTRICT



ZONING MAP: PROPOSED R-2 ZONE DISTRICT





Conceptual Site Plan:

- Site Area: 3.91 AC
- 32 Paired Home Units
- Alley Loaded Product Placing Front Architecture along Jewell Ave.
- Buffering of Adjacent Properties with Setbacks, Landscape and Side Orientation.
- 72 Parking Spaces
  - 64 Residential
  - 12 Parallel

8gh. URBAN COTTAGES – ZONING MAP AMENDMENT AND SITE PLAN WITH ADJUSTMENTS

The applicant, Urban Cottages, LCC, is requesting a recommendation of approval of a Zoning Map Amendment (Rezone) for 3.91 acres from the Rural Residential (R-R) to Medium-Density Residential (R-2) District; and is requesting approval of a Site Plan with 16 two-family duplexes (24 units) and green courts (eight units). The subject property is located south of the intersection of E. Jewell Avenue and S. Joliet Street, approximately 900' east of S. Havana Street. The site is bounded by single-family attached and detached residential development to the north, a park and pond to the east, a large lot rural residential development to the west, and single-family detached residential development and vacant land to the south. The subject property lies within the Established Neighborhood placetype in the *Aurora Places Comprehensive Plan* and five (5) adjustments are requested with the application.

As mentioned, the proposed Site Plan includes two-family duplexes and green courts. An internal private street, E. Jewell Place, loops through the development providing access for the duplexes and green courts. Five (5) alley-served duplexes (10 units) will have direct pedestrian access to E. Jewell Avenue. The remaining seven alley-served duplexes (14 units) will have direct access to E. Jewell Place as a private internal street. E. Jewell Place incorporates an attached sidewalk along the west and east sides. The southern and northern perimeter include a detached sidewalk with a tree lawn and street trees. The end green court units will have direct pedestrian access to the attached sidewalk along E. Jewell Place. Vehicular access to the units is provided via Alley 2 and Alley 3. The green courts face and open to a 25'- special landscape buffer on the east end and a robust tract of on-site open space to the west. Also, on-site detention is provided.

The proposed architectural design of the duplexes strives to be consistent with the surrounding neighborhood by reflecting the building massing, articulation, and varied materials that characterize the existing single-family homes in the area.

The Site Plan proposal includes five (5) adjustment requests regarding lot area. Of the five adjustments requested, two (2) concern green courts, one (1) landscape, and (1) setback. Staff support the adjustment requests as proposed.

Twenty-one (21) registered neighborhood organizations and seventeen (17) adjacent property owners were notified of the Site Plan application. Neighborhood comments were received as part of the first review regarding infrastructure, parking, and traffic concerns; and a neighborhood meeting was held on Tuesday, May 31, 2022. The applicant addressed the concerns raised at the meeting.

Testimony Given at the Hearing:
Rachid Rabbaa, Case Manager, gave a presentation on the item, including the staff recommendation.

Commissioner Jetchick asked staff to confirm that five adjustments were requested by the applicant.

R Rabba, case manager, confirmed this understanding was correct.

Todd Johnson, Urban Cottages, 4601 DTC Boulevard Ste 525, Denver, CO 80237, applicant, gave a presentation on the item. T Johnson reviewed the intent of the intent of the proposal, to provide what they feel is a good fit for urban infill projects

Alan Cunningham, PCS Group, Inc. 200 Kalamath Street, Denver, CO 80223, agent representing the applicant, gave a presentation on the item. A Cunningham argued that the rezoning request is in keeping with the surrounding zone districts and neighborhood character. A Cunningham stressed it is also necessary to move forward with the site plan with adjustments proposed. Proposed is to develop 32 paired home units, 16 buildings total. Design, landscaping and parking information was reviewed.

Eric Pearson, CAGE Engineering, 8475 Oak Way, Arvada, CO 80005, agent representing the applicant, was available for questions.

Orly Babakhanov, 1918 S Kingston Cir, Aurora, CO 80014, citizen, gave public comment on the item. O Babakhanov spoke in opposition to the proposal stating concerns for overcrowding, safety neighborhood fit and noticing completed.

Gary Pettersen, 11070 E Jewell Avenue, Aurora, CO 80012, 720-388-5496 citizen, gave public comment on the item. G Petterson questioned the applicability of the rezoning request for this community. Concerns were raised regarding the limited information offered on the pricing of the proposed units and the time delay of the noticing for the project from the initial referral. G Petterson urged the commission to deny the project for these reasons.

Sue Miranda, 10941 E Asbury Avenue, Aurora, CO 80014, 319-621-0543 citizen, gave public comment on the item. S Miranda spoke in opposition to the proposal and stressed that the negative impact it would have on Havana Heights.

Fred Cottingham, 19526 E Basset Drive, Aurora, CO 80018, citizen, gave public comment on the item. F Cottingham noted residing the area of the proposal for 50 years. F Cottingham stated that the rezoning request goes against the original plan of zoning for Havana Heights. Concerns were voiced regarding the potential negative impacts of the rezoning and the site plan with adjustments requested. These concerns included overcrowding, traffic, and inadequate buffer from adjacent properties

Arnie Schultz, Village East Neighborhood Association, 1137 S Oakland Street, Aurora, CO 80012, 720-281-2880 citizen, submitted a speaker slip but did not provide public comment when called upon to speak. Several attempts were made to allow the citizen to provide comment.

Shayna Shabatura, 1950 S Jamaica Court, Aurora, CO 80014, 651-334-3816 citizen, gave public comment on the item. S Shabatura voice interest in the commission tabling the project to allow the applicant to conduct additional studies and provide data to

interested parties. S Shabatura stressed concerns amongst residents that the applicant did not adequately address the impacts of the rezoning and compatibility with surrounding development. It was noted that residents have not been informed whether the proposed units will be for low income or affordable housing. S Shabatura opposed the project for these reasons but also due to drainage and design concerns.

Kyle Weber, 1950 S Jamaica Court, Aurora, CO 80014, citizen, gave public comment on the item. K Weber stressed that neighboring developments were constructed without the number of adjustments requested by this applicant. K Weber stressed the proposal was not a good fit for the area. Concerns were raised about wildlife impacts.

Gary Ravdel, 10744 E Colorado Ave, Aurora, CO 80012, citizen, gave public comment on the item. G Ravdel opposed the project due to concerns that it will significantly change the neighborhood, in a negative way.

Darryl Goodwin 10821 E Jewel, Aurora, CO 80012 citizen, gave public comment on the item. D Goodwin spoke about traffic congestion that may be caused by the development. D Goodwin opposed the project.

Alina Katanov, 1927 S Kingston Court, Aurora, CO 80014, citizen, gave public comment on the item agreed with previous concerns raised on traffic impacts due to the proposal. Safety issues for students of the adjacent Ponderosa Elementary school while walking to school were voiced. A Katanov expressed doubts that adequate noticing took place.

Alex Katanov, 1927 S Kingston Court, Aurora, CO 80014, gave public comment on the item. A Katanov noted that there are already existing traffic and safety concerns due to speeding vehicles in the area where this project is planned to be built. Collaboration with Aurora Police Departments is being made. A Katanov stressed that this project will only make matters worse.

Aharon Molokondo, 1917 S Kingston Court, Aurora, CO 80014, citizen, agreed with comments made by his neighbors. A Molokondo indicated there are concerns that the children who attend the adjacent school will not be safe due to traffic issues exacerbated by the development.

Sunny Malachi, 1947 S Kingston Court, Aurora, CO, 80014, citizen, stated that this project does not fit the neighborhood.

Alan Cunningham, PCS Group, responded to citizen commentary. A Cunningham indicated that, coordinating with city staff, it was determined that due to the number of units proposed traffic impacts were too low for the city to require a full traffic impact study. A Cunningham stressed that traffic numbers are expected to be low. A Cunningham then addressed concerns regarding the type of housing being proposed by noting it will be market rate. Information was provided on the compatibility of the rezone with surrounding zone districts and uses.

Todd Johnson, Urban Cottages, acknowledged that this project has been in the making for some time. T Johnson stated that a neighborhood meeting was conducted, and staff has been worked closely with to address any concerns. T Johnson also spoke about drainage plans, setbacks, and proposed detached sidewalks. T Johnson stated that a

traffic study was conducted, though not required. It was stressed there are low traffic impacts projected.

Arthur Simonov, 11040 E Colorado Drive, Aurora, CO 80012, citizen, asked confirmation if a traffic report was completed.

Chair Walls indicated that the citizens' question has already been addressed by the applicant.

A Simonov stated concerns due to impacts of traffic for the community and existing safety issues.

Commissioner Hogan asked staff when the last time noticing for the project was completed.

Rachid Rabbaa stated that notices were mailed to abutting property owners and neighborhood groups in December and a Public Hearing notice was posted on the site.

Chair Walls closed public comment.

Chairman Walls indicated support for postponing the project to allow the applicant to complete additional neighborhood meetings.

Commissions Gayle and Banka agreed with Chairman Walls.

Commissioner Hogan expressed support for the rezoning but not the site plan due to the number of adjustments requested and the density of the proposed housing.

Commissioner Bush agreed with Commissioner Hogan and stated that postponing may not be the answer as this may not have a significant impact on the neighbors.

Chairman Walls also agreed with general support for the rezoning but not the site plan due to the adjustments and issues noted in public comment, noting support for postponing that decision for a future meeting. Chairman Walls also expressed concerns regarding the traffic.

Planning Commission Results

AGENDA ITEM 8g – ZONING MAP AMENDMENT TO REZONE FROM RURAL RESIDENTIAL TO MEDIUM-DENSITY RESIDENTIAL

A MOTION WAS MADE BY COMMISSIONER JETCHICK AND SECONDED BY COMMISSIONER HOGAN.

MOVE TO RECOMMENDATION OF APPROVAL TO THE CITY COUNCIL OF THE ZONING MAP AMENDMENT FROM RURAL RESIDENTIAL (R-R) TO MEDIUM-DENSITY (R-2) DISTRICT BECAUSE THE PROPOSAL COMPLIES WITH THE CRITERIA IN CODE SECTION 146-5.4.1.C.3 OF THE UNIFIED DEVELOPMENT ORDINANCE FOR THE FOLLOWING REASONS:

1. THE PROPOSED ZONING MAP AMENDMENT IS REQUESTED TO ADDRESS HOUSING TREND CHANGES IN THE SURROUNDING AREA AND CITY-WIDE, WHICH INCLUDE THE INCREASING NEED FOR AFFORDABLE HOUSING OPTIONS AND HOUSING AVAILABILITY NOT MEETING GROWTH DEMAND;
2. THE CITY OF AURORA HOUSING PLAN IDENTIFIES THESE TRENDS AND RECOMMENDS SUPPORTING MIXED-INCOME NEIGHBORHOODS THAT OFFER A VARIETY OF HOUSING OPTIONS AND BREAKING BARRIERS TO HOME OWNERSHIP, ESPECIALLY FOR LOW-INCOME HOUSEHOLDS;
3. THE APPLICATION IS CONSISTENT WITH THE SPIRIT AND INTENT OF THE AURORA PLACES PLAN BECAUSE IT IS CONSISTENT WITH THE "ESTABLISHED NEIGHBORHOOD PLACETYPE".
4. THE APPLICANT HAS DEMONSTRATED THAT THE PROPOSED SIZE, SCALE, HEIGHT, DENSITY, AND MULTI-MODAL TRAFFIC IMPACTS OF THIS PROPOSAL ARE COMPATIBLE WITH THE SURROUNDING DEVELOPMENT BY PROVIDING A SITE PLAN AND TRAFFIC ANALYSIS ILLUSTRATING DUPLEX DWELLING UNITS IN THE SAME SIZE, SCALE, HEIGHT, AND MULTI-MODAL TRAFFIC IMPACTS OF THE SURROUNDING DEVELOPMENT; AND,
5. THIS REZONING APPLICATION WILL NOT DISLOCATE TENANTS OR OCCUPANTS OF THE PROPERTY.

Further Discussion:

Chair Walls voiced concerns regarding the proposal and suggested postponing the decision to allow the applicant to respond to public concerns, noting that the applicant conducted the last neighborhood meeting some time ago. Chair Walls also indicated concerns regarding the number of adjustments requested for item 8h.

Commissioner Jetchick stated, that though she made a motion on item 8g, she was inclined to deny. Commissioner Jetchick agreed with Chair Walls comments on 8g and 8h.

Commissioner Banka also agreed that the decision should be postponed to allow additional neighborhood meetings.

Commissioner Hogan stated comfort with the rezoning application, 8g, but not the site plan, 8h, due to the number of adjustments requested. Commissioner Hogan stated that more communication on the plan would help the applicant and the neighbors.

Commissioner Bush agreed with Commissioner Hogan. Commissioner Bush then noted that postponing may not yield different comments from the neighbors regarding 8h. The preferred approach for Commissioner Bush would be to deny 8h.

Chair Walls voiced agreement with the comments provided by Commissioners Hogan and Bush's recommendation of approval for 8g for the Zoning Map Amendment but not approval of the 8h Site Plan with Adjustments. Chair Walls reiterated that additional work on the site plan may be needed, with public collaboration. Chair Walls stated that development in this area would be an asset but traffic issues due to the neighboring

school would need to be considered. Chair Walls indicated an inclination to move forward with a vote on 8g and tabling 8h for a future undetermined date.

COMMISSIONER JETCHICK DENIED

MOTION APPROVED

AGENDA ITEM 8h – SITE PLAN WITH ADJUSTMENTS

A MOTION WAS MADE BY COMMISSIONER BUSH AND SECONDED BY COMMISSIONER BANKA.

MOVE TO DENY AGENDA ITEM 8h FOR THE REASONS TO BE STATE FOLLOWING A MOTION TO SECOND IF THAT MOTION IS SECONDED.

COMMISSIONER BANKA SECONDED

Commissioner Hogan asked if there would be an option to postpone the decision to a certain date rather than deny it.

Chair Walls stated that those would be options that would in order. Chair Walls stated that two options would be to postpone until a date certain or lay on the table which does not require a specific date but would require a motion to remove it from the table in the future.

Lena McClelland, City Attorney, stated that if the desire to postpone the decision to a date certain there is a presidential motion on the floor. The commission would need to have that motion withdrawn or vote on that motion, and if it fails, vote on a new motion if the commission would like to move forward with postponement.

Chair Walls asked for clarification that a motion to postpone to a certain day can apply to a main motion.

L. McClelland stated this would be applicable.

COMMISSIONER BUSH WITHDREW THE MOTION ON AGENDA ITEM 8h, COMMISSIONER BANKA CONCEDED TO WITHDRAWING THE MOTION.

Chair Walls entertained a motion to postpone the agenda item to a date certain or to table it to a date uncertain.

L. McClelland reminded the commission that a motion to table the decision will require a motion to remove it from the table at a future undetermined date. L. McClelland advised postponing it to a certain date but deferred to the commission to decide.

Commissioner Banka stated one of the concerns is the number of units in the space. Commissioner Banka stated that time will be needed for the applicant to address the issues therefore it may be difficult to determine a future date to consider the item.

Chair Walls commented that the commission can work with staff to determine when the applicant has addressed issues of concern. At that time, a decision to remove the item from the table can be placed on the agenda for a commission meeting.

L. McClelland concurred that this procedure would be acceptable.

CHAIR WALLS MOVED TO LAY AGENDA ITEM 8h ON THE TABLE TO BE RECONSIDERED AT A LATER DATE AND COMMISSIONER HOGAN SECONDED.

Further Discussion:

There was no further discussion

MOTION APPROVED UNANIMOUSLY TO TABLE AGENDA ITEM 8h

Project No: DA-2309-00
Public Hearing
Aurora City Council
December 15, 2025

APPLICATION

- **Request:** Zoning Map Amendment from RR- to R-2
- **Location:** The subject property is located south of the intersection of E Jewell Avenue and S Joliet Street approximately 900’ east of S Havana Street
- **Applicant:** Urban Cottages, LLC. (Todd Johnson)
- **Agent:** PCS Group, INC. (Liam Hogan)
- **Current Zoning:** R-R (Rural Residential) District
- **Proposed Zoning**: R-2 (Medium Density Residential) District
- **Placetype:** Established Neighborhood

Background and Update

- **Planning and Zoning Commission** - January 8, 2025, **Site Plan** tabled, and **Zoning Map Amendment** advanced to City Council.

- **City Council** - January 27, 2025, **Zoning Map Amendment** continued to March 10, 2025.

- **Neighborhood Meeting** - March 3, 2025, Applicant held a virtual neighborhood meeting per the recommendation of the Planning & Zoning Commission and staff.

- **City Council – Zoning Map Amendment** continued to March 10, 24, May 5, and July 14, 2025.
- **City Council – Zoning Map Amendment** continued to September 22, and November 17, 2025.

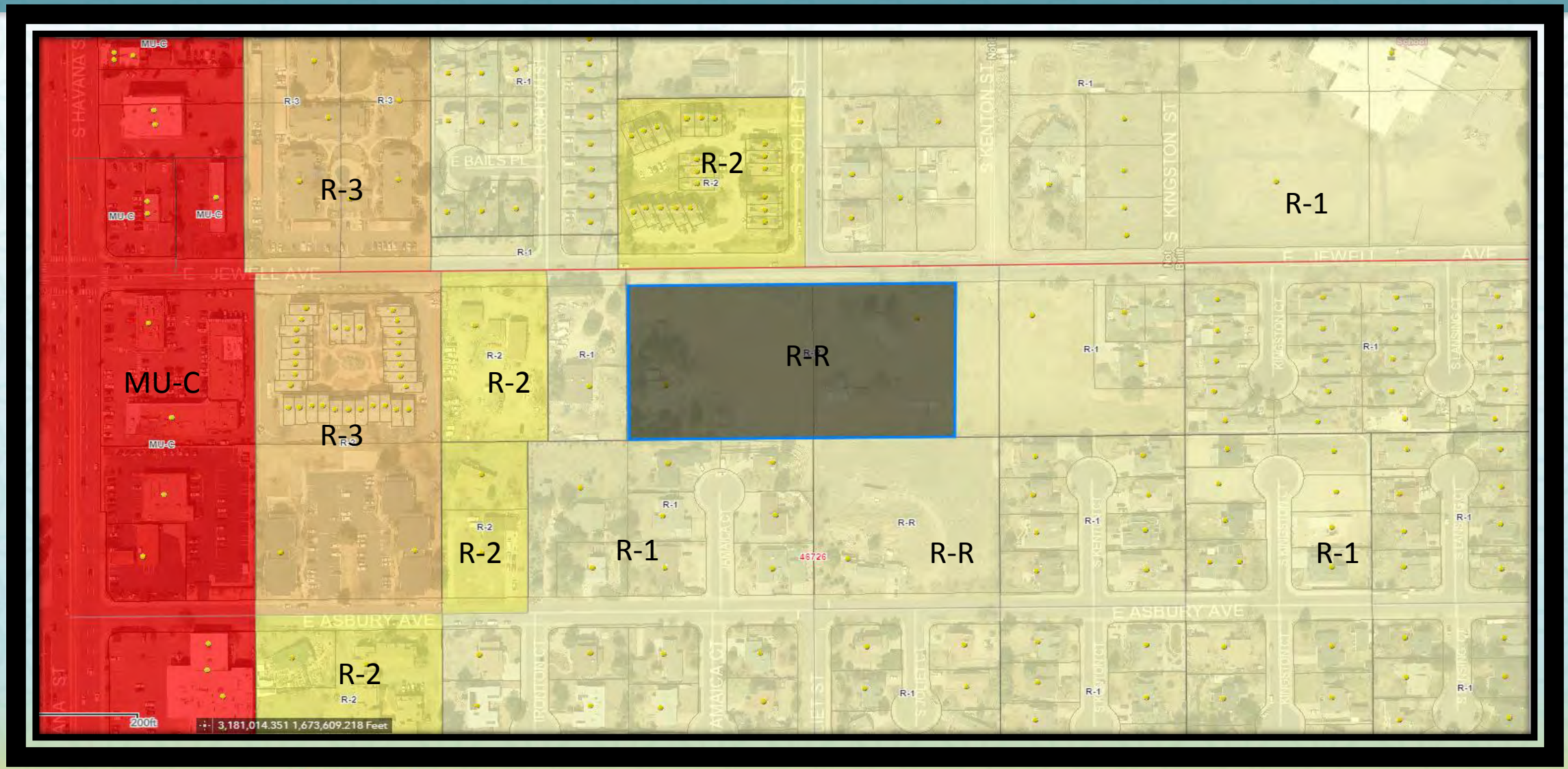
- **Planning and Zoning Commission - Site Plan** approved on September 24th, 2025.

- **City Council - Zoning Map Amendment** continued to December 15, 2025.

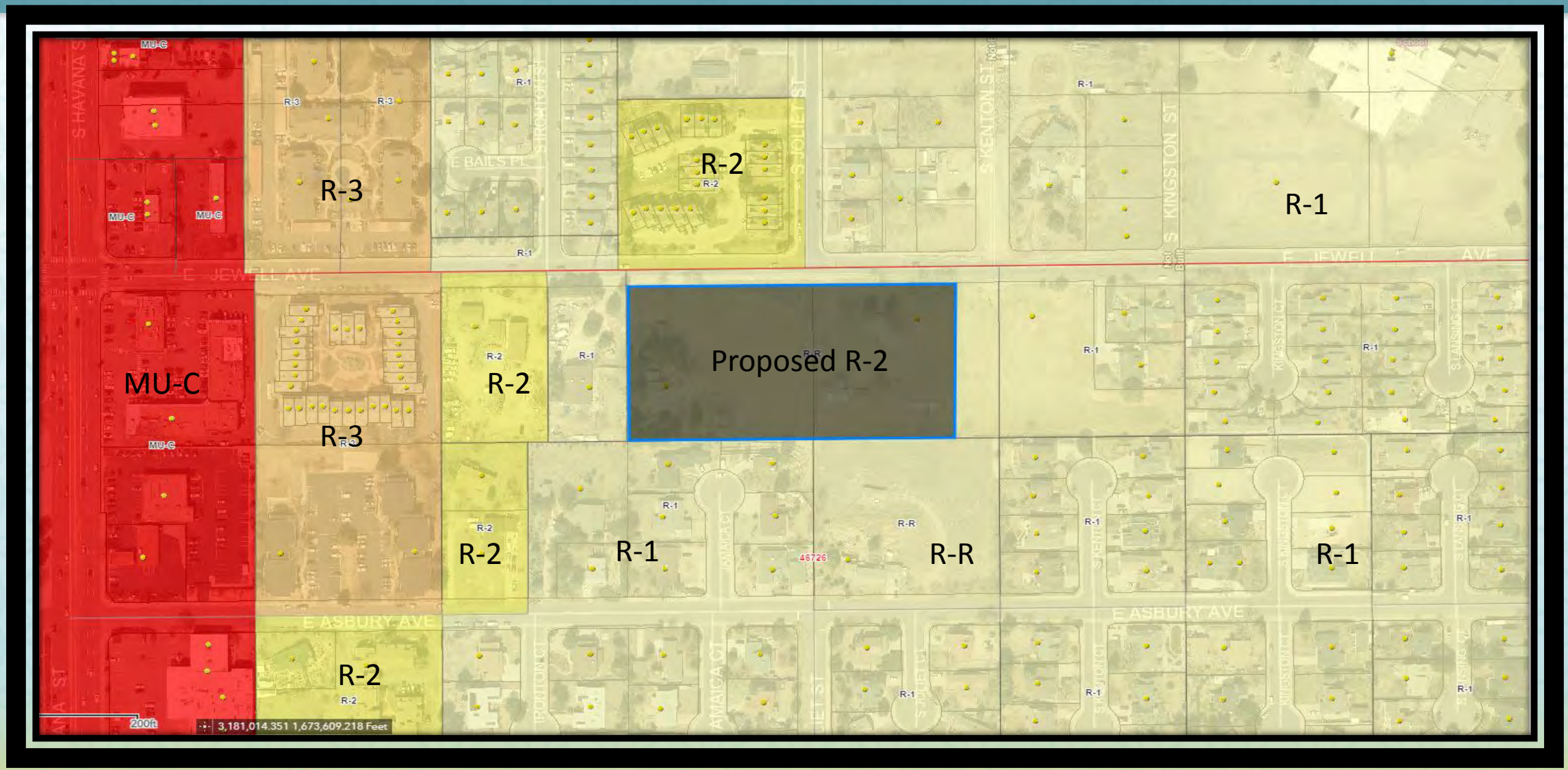
AERIAL MAP



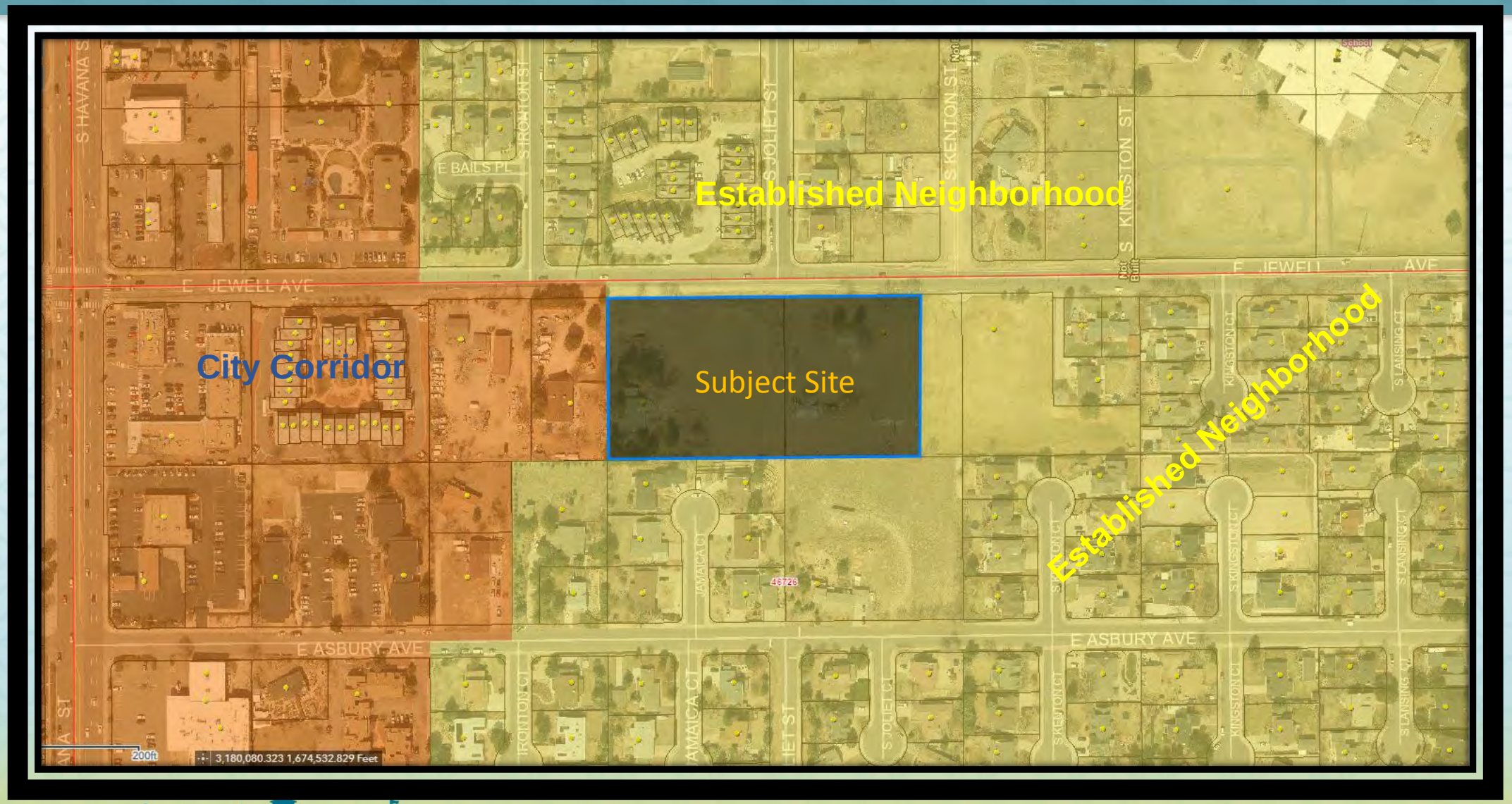
ZONING MAP AMENDMENT (Existing Zoning)



ZONING MAP AMENDMENT (Proposed Zoning)



PLACETYPE MAP



ZONING MAP AMENDMENT APPROVAL CRITERIA

Per Section 146-5.4.1.C.3, an application for changes to the Zoning Map shall only be recommended for approval to City Council if the Planning and Zoning Commission finds that the following criteria have been met and shall only be approved if City Council finds that the following criteria have been met:

1)The change to the Zoning Map is needed to correct an error; or

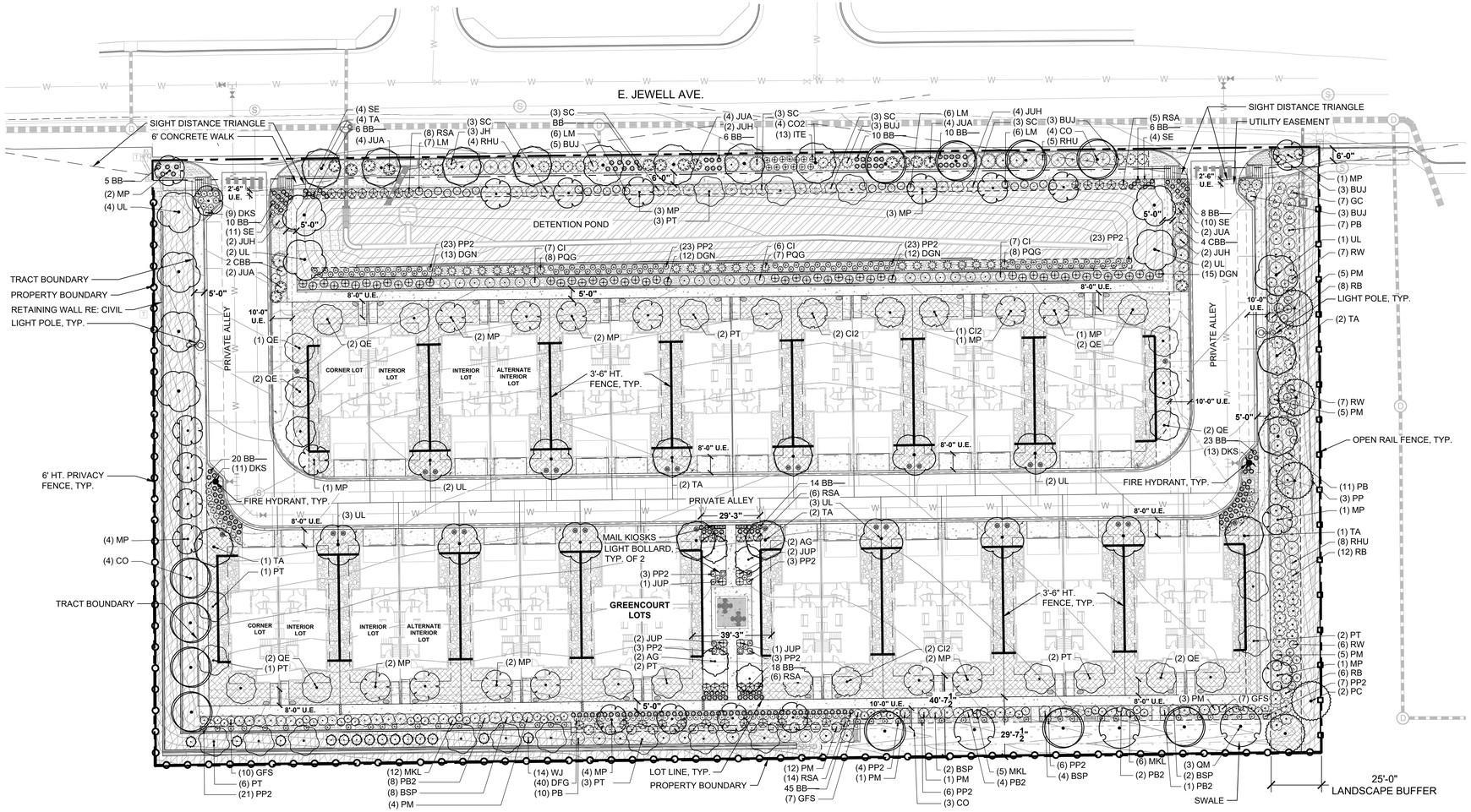
2)The change to the Zoning Map is required because of changed conditions or circumstances on the property or in the surrounding area and:

- *The applicant has demonstrated that the change in zoning is consistent with the spirit and intent of the Comprehensive Plan, with other policies and plans adopted by the City Council, and with the purpose statement of the proposed new zone district(s);*
- *The applicant has demonstrated that the size, scale, height, density, and multi-modal traffic impacts of the change in zoning are compatible with surrounding development or can be made compatible with surrounding development through approval conditions; and,*
- *The applicant 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.*

URBAN COTTAGES JEWELL

SITE PLAN WITH ADJUSTMENTS

PLOT 4 AND A PORTION OF PLOT 5, MALONE SUBDIVISION LOCATED IN THE
NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST,
6TH PRINCIPAL MERIDIAN CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO



1 LANDSCAPE PLAN
Scale: 1"= 30'-0"

SCALE: 1"=30'
0 15 30 60 90

LANDSCAPE CALCULATIONS

Residential Yard Landscape- Each Lot (Typ.)				
Area	*Requirement*	*Required*	*Provided*	*Type*
Front Yard (Each)	(1 tree)	30	30	Trees

Street Frontage Requirement - Curbside						
Streets	*Calc*	*Unit*	*Requirement*	*Required*	*Provided*	*Type*
E. Jewell Ave.	515	LF	(1 Tree per 40 LF)	13	14	Trees
	3,887	SF	(1 Shrub per 40 SF)	97	97	Shrubs
Street Tree Requirement - Internal Private Street						
Internal Private Drive	768	LF	(1 Tree per 40 LF both sides)	38	38	Trees

Note:
** Per section 146-4.7.5 - Street trees required 1 tree/ 40 linear feet and 1 shrub per 40 s.f. of curbside landscape.*

25' Special Landscape Buffer (East Edge)					
Area	*Length L.F.*	*Requirement*	*Required*	*Provided*	*Type*
East Edge	300	(1 Tree per 30 LF)	10	10	Trees
		(10 Shrubs per 30 LF)	100	100	Shrubs

Private Open Common Space/ Tract Landscaping					
Area	*Square Footage*	*Requirement*	*Required*	*Provided*	*Type*
Southwest	22,285	(1 tree per 4,000 SF)	6	33	Trees
		(10 Shrubs per 4,000 SF)	56	166	Shrubs

Note: ** Private open space required by section 146-4.7.5.I.*
** Ornamental grasses were provided at 3 grasses for 1 shrub plant*

Detention, Retention, Water Quality Ponds Landscaping					
Area	*Square Footage*	*Requirement*	*Required*	*Provided*	*Type*
Detention Pond	21,925	(1 tree per 4,000 SF)	5	9	Trees
		(10 Shrubs per 4,000 SF)	55	217	Shrubs

Note: *Area is caclulated from 100-Year floodplain to top of detention basin per the city of Aurora UDO

NOTE:
- ALL TREE COUNTS ARE INCLUDED IN THE OVERALL PLANT SCHEDULE.
- CONTRACTOR TO USE THE TYPICAL PLAN DRAWINGS/ TYPICAL PLANT SCHEDULES TO DETERMINE QUANTITIES FOR THE REST OF THE ON-SITE LOTS ON SHEETS 14 AND 15.
- CONTRACTOR TO MEET ALL LANDSCAPE REQUIREMENTS PER CITY OF AURORA UDO.

LEGEND

- PROPERTY LINE
- EXISTING GRADE
- PROPOSED GRADING
- 3'-6" HT. FENCE
- OPEN RAIL FENCE
- 6' HT. PRIVACY FENCE
- STEEL EDGING
- DECIDUOUS TREES
- EVERGREEN TREES
- ORNAMENTAL TREES
- SHRUBS
- ORNAMENTAL GRASSES
- 2"-3" ROCK MULCH
- CRUSHER FINES
- UPLAND NATIVE SEED
- WETLAND NATIVE SEED
- SHREDDED BROWN MULCH
- TALL FESCUE 80/20 BLEND
- 3' BOULDER

CAGE CIVIL ENGINEERING
pcs group

REV. NO.	DESCRIPTION	DATE
	2ND SUBMITTAL	08/02/22
	3RD SUBMITTAL	06/12/24
	4TH SUBMITTAL	08/27/24
	5TH SUBMITTAL	11/11/24
	5TH SUBMITTAL - UPDATED	12/11/24
	6TH SUBMITTAL	04/11/25
	7TH SUBMITTAL	07/17/25

URBAN COTTAGES, LLC
URBAN COTTAGES - JEWELL
LANDSCAPE PLAN
E JEWELL AVE
AURORA, CO

PROJ NO: 210204
ENG : AG, MLH
DATE : 06/12/2024

SHEET NUMBER
13

NOT FOR CONSTRUCTION

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 APPROXIMATELY 3.91 ACRES OF LAND TO MEDIUM-DENSITY RESIDENTIAL DISTRICT (R-2), LOCATED SOUTH OF THE INTERSECTION OF EAST JEWELL AVENUE AND SOUTH JOLIET STREET (URBAN COTTAGES ON JEWELL REZONE)

WHEREAS, the applicant has requested that approximately 3.91 acres of land located south of the intersection of East Jewell Avenue and South Joliet Street, County of Arapahoe, State of Colorado (the "Property"), be rezoned from Rural Residential District (R-R) to Medium-Density Residential District (R-2); 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 January 8, 2025, 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 Residential District (R-2) 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:

BY: Lena McClelland RLA
LENA MCCLELLAND, Assistant City Attorney

LEGAL DESCRIPTION
EXHIBIT A
SHEET 1 OF 2

A PARCEL OF LAND LYING SITUATED IN THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, ALSO BEING PLOT FOUR (4) AND A PORTION OF PLOT FIVE (5), MALONE SUBDIVISION, RECORDED IN BOOK 9, PAGE 48, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE BASED UPON THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 26, ASSUMED TO BEAR NORTH 89°20'02" EAST, A DISTANCE OF 2,626.00 FEET, FROM THE NORTHWEST CORNER OF SAID SECTION 26 TO THE NORTH QUARTER CORNER OF SAID SECTION 26;

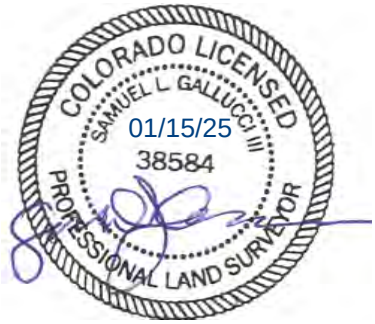
COMMENCING AT SAID NORTHWEST CORNER OF SECTION 26; THENCE ALONG SAID NORTH LINE OF THE NORTHWEST QUARTER, NORTH 89°20'02" EAST, A DISTANCE OF 984.93 FEET; THENCE SOUTH 00°11'48" EAST, A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF SAID PLOT FOUR (4), ALSO BEING THE POINT OF BEGINNING;

THENCE ALONG THE NORTH LINES OF SAID PLOTS FOUR (4) AND FIVE (5), ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF JEWELL AVENUE, AS RECORDED AT BOOK 9, PAGE 48 OF SAID COUNTY RECORDS, NORTH 89°20'02" EAST, A DISTANCE OF 578.43 FEET TO THE NORTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN BOOK 4583 AT PAGE 506;
THENCE ALONG THE WEST LINE OF SAID PARCEL OF LAND SOUTH 00°14'21" EAST, A DISTANCE OF 300.88 FEET TO THE SOUTH LINE OF SAID PLOT FIVE (5);
THENCE ALONG THE SOUTH LINES OF SAID PLOTS FIVE (5) AND FOUR (4), SOUTH 89°21'07" WEST, A DISTANCE OF 578.65 FEET, TO THE SOUTHWEST CORNER OF SAID PLOT FOUR (4);
THENCE ALONG THE WEST LINE OF SAID PLOT FOUR (4) NORTH 00°11'48" WEST, A DISTANCE OF 300.70 FEET, TO THE POINT OF BEGINNING;

CONTAINING 174,012 SQUARE FEET OR 3.995 ACRES, MORE OR LESS.

ALL LINEAL UNITS 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.

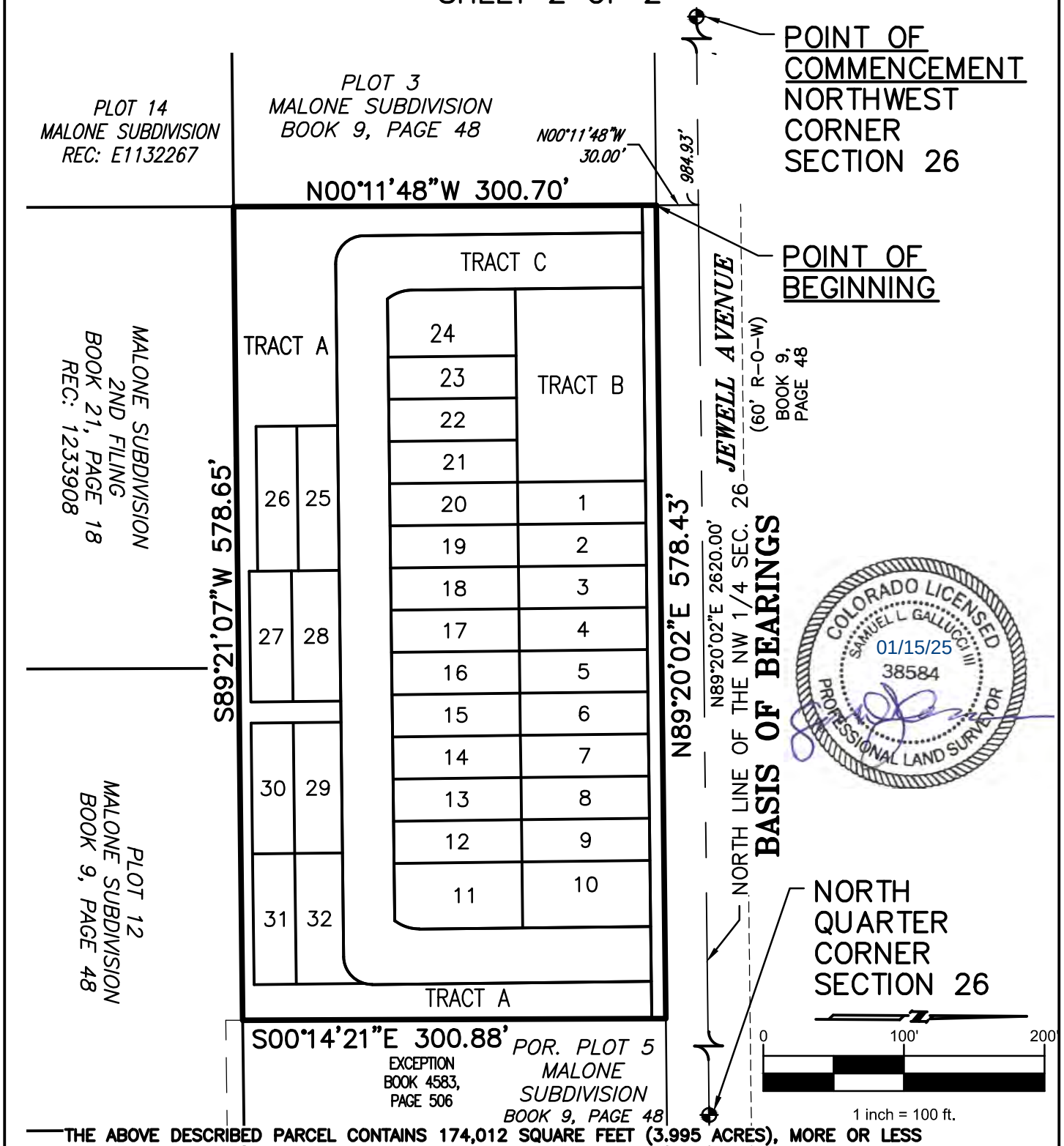


SAMUEL L. GALLUCCI III, PLS 38584
FOR AND ON BEHALF OF
EMK CONSULTANTS, INC.

ILLUSTRATION FOR

EXHIBIT A

SHEET 2 OF 2



THE ABOVE DESCRIBED PARCEL CONTAINS 174,012 SQUARE FEET (3.995 ACRES), MORE OR LESS

CITY OF AURORA, COLORADO		
DRAWN BY: SLG3	SCALE: 1"=100'	R.O.W. FILE NO.
CHECKED BY: JTH	DATE: 01/15/25	JOB NO.: 13298

A PARCEL OF LAND SITUATED IN THE NORTHWEST 1/4 OF SECTION 26, T4S, R67W, 6TH P.M. CITY OF AURORA, ARAPAHOE COUNTY, COLORADO

From: Zapata, Cecilia
To: CouncilAgenda
Subject: FW: A neighborhood presentation regarding Case # 1984-2057-02 for Zoning Map Amendment from R-R to R-2 on E Jewell Ave
Date: Tuesday, March 25, 2025 8:00:57 AM
Attachments: A Neighborhood Presentation Opposing UCJ.pdf
image001.png

Hello,

Here's another email for Urban Cottages. Thank you.

Cecilia Zapata, CMC
Deputy City Clerk
City Clerk's Office | City of Aurora
office 303-739-7787

THE CORE 4
Integrity • Customer Service
Respect • Professionalism

From: Rabbaa, Rachid [redacted]
Sent: Monday, March 24, 2025 11:11 AM
To: Rodriguez, Kadee [redacted]; Zapata, Cecilia [redacted]
Cc: Rodriguez, Stephen E [redacted]
Subject: FW: A neighborhood presentation regarding Case # 1984-2057-02 for Zoning Map Amendment from R-R to R-2 on E Jewell Ave

Urban Cottages - This one too. Please

From: Shayna Shabatura [redacted]
Sent: Friday, March 21, 2025 9:11 AM
To: Coffman, Michael [redacted]; Batchelor, Jason [redacted] Murillo, Crystal [redacted]; Sundberg, Steve [redacted] Medina, Ruben [redacted] Hancock, Stephanie [redacted] Lawson, Angela [redacted] Bergan, Francoise [redacted] Coombs, Alison [redacted]; Gardner, Curtis [redacted]; Jurinsky, Danielle [redacted] Kassaw, Amsalu [redacted]
Subject: A neighborhood presentation regarding Case # 1984-2057-02 for Zoning Map Amendment from R-R to R-2 on E Jewell Ave

This Message Is From an External Sender
This message came from outside your organization.
Report Suspicious

Dear Mayor Coffman and Aurora City Council members,

My name is Shayna Shabatura and I spoke at the most recent City Council meeting, opposing the rezoning request by Urban Cottages, LLC to upzone from R-R to R-2 on a small site on E Jewell Ave for Item 11a on the agenda for the 3/24 City Council Meeting.

As I mentioned in my previous email with the petition (sent moments ago), attached is a detailed presentation regarding the opposition to the rezoning. Please give the appropriate weight to these arguments.

Thank you,
Shayna Shabatura

From: Zapata, Cecilia
To: CouncilAgenda
Subject: FW: Documents for City Council
Date: Tuesday, March 25, 2025 8:02:42 AM
Attachments: image001.png
A Neighborhood Presentation Opposing UCJ.pdf
A Neighborhood Presentation Opposing UCJ.pdf
image001.png

Third email. The attachments may be the same. If so, you can just attach them once. Thank you.

Cecilia Zapata, CMC
Deputy City Clerk
City Clerk's Office | City of Aurora
office 303-739-7787

THE CORE 4
Integrity • Customer Service
Respect • Professionalism

From: Rabbaa, Rachid [redacted]
Sent: Monday, March 24, 2025 11:14 AM
To: Rodriguez, Kadee [redacted] Zapata, Cecilia [redacted]
Cc: Rodriguez, Stephen E [redacted]
Subject: FW: Documents for City Council

Urban Cottages - And this one too. I am requesting all the three emails with the attachments to be entered into the record.

Thank you so much!
Rachid Rabbaa

From: Shayna Shabatura [redacted]
Sent: Friday, March 21, 2025 2:57 PM
To: Rabbaa, Rachid [redacted]
Cc: AOL.MAIL [redacted] Rodriguez, Stephen E [redacted]
McClelland, Lena [redacted] Rustad, Jeannine [redacted]
Subject: Re: Documents for City Council

This Message Is From an External Sender
This message came from outside your organization.
Report Suspicious

Hey there Rachid,
Welcome to the end of the week, and happy Friday.
Earlier today, you were copied on 2 emails from me to City Council Committee Members

with visual attachments - both PDFS are attached here as well.
Councilwoman Bergan replied, “Our City Attorney has reminded me that it is not appropriate for a council member to receive information or other evidence outside of the Public Hearing process when the City Council is acting in its quasi-judicial function. As such, I invite you to attend the City Council meeting and present the information and testimony you would like Council to consider when making its decision.”

I am in Minnesota next week, so I need an alternative option. My husband Kyle will be in attendance, but I need an alternative option to submit my visuals. If I sign up to speak, can another individual play a video of me presenting this information? Could you play the video? If you were in my shoes, what would you do?

My end goal - my ultimate hope - is for the City Council members to review these PDF documents during their rigorous assessment of the site and the Case(s). Please let me know of any alternatives to a physical presence at the City Council meeting and I would appreciate confirmation once these documents/images have been uploaded to the Case files.

Hope your weekend ahead is lovely.

Anyone on the internet with the link can safely view the PDF document link to the Petition here:
https://drive.google.com/file/d/1Jc_lxFIEDy012m61z-L0nXOT5OkRw-_T/view?usp=sharing

Shayna

On Mon, Mar 17, 2025 at 8:29 PM Rabbaa, Rachid [redacted] wrote:

> Happy St. Patrick's Day to you too!
>
> I haven't received any information from Urban Cottages yet.
>
> Best,
> Rachid
>
> ---
>
> **From:** Shayna Shabatura [redacted]
> **Sent:** Monday, March 17, 2025 12:33 PM
> **To:** Rabbaa, Rachid [redacted]
> **Cc:** AOL.MAIL [redacted] Rodriguez, Stephen E [redacted]

McClelland, Lena [redacted]; Rustad, Jeannine [redacted]
Subject: Re: Documents for City Council

Happy St. Patrick's Day Rachid,
At this time, we do not have any updates. Has Urban Cottages shared with you their 4th revised site plan or any of the engineering studies/plans/reviews?

Thank you,
Shayna

On Mon, Mar 17, 2025 at 10:21 AM Rabbaa, Rachid [redacted] wrote:

> Good morning Shayna and Gary,
>
> Do you have any updates on the documentation you plan to provide to staff before the upcoming City Council hearing ?
>
> Thank you,
>
> Rachid Rabbaa
> Planner III
> Planning and Business Development | City of Aurora
> *office 303-739-7541 email* [redacted]
>
> THE CORE Respect Integrity Professionalism Customer Service LIVE IT EVERY DAY
>
> Facebook | Twitter | Instagram | Nextdoor | AuroraTV.org

From: Zapata, Cecilia
To: CouncilAgenda
Subject: FW: Petition Opposing Urban Cottages Jewell
Date: Tuesday, March 25, 2025 8:00:05 AM
Attachments: image001.png

Hi Jocelyn,

Can you make sure the attached map and the email below are added as back up to the Urban Cottages item that was continued to May. You may already know, but anytime emails are added as backup, we must redact the email addresses.

I'll be sending over a couple more emails over for the same item. Thank you.

Cecilia Zapata, CMC
Deputy City Clerk
City Clerk's Office | City of Aurora
office 303-739-7787

THE CORE 4
Integrity • Customer Service
Respect • Professionalism

From: Rabbaa, Rachid [redacted]
Sent: Monday, March 24, 2025 11:10 AM
To: Rodriguez, Kadee [redacted] Zapata, Cecilia [redacted]
Cc: Rodriguez, Stephen E [redacted]
Subject: FW: Petition Opposing Urban Cottages Jewell

Good morning Kadee,

Regarding the Urban Cottage project, please ensure this information is entered into the record. I will be asking for it to be recorded during my update this evening.

Thank you,
Rachid

From: Shayna Shabatura [redacted]
Sent: Friday, March 21, 2025 9:10 AM
To: Coffman, Michael [redacted] Batchelor, Jason [redacted] Murillo, Crystal [redacted]; Sundberg, Steve [redacted] Medina, Ruben [redacted] Hancock, Stephanie [redacted] Lawson, Angela [redacted] Bergan, Francoise [redacted] Coombs, Alison [redacted] Gardner, Curtis [redacted] Jurinsky, Danielle [redacted] Kassaw, Amsalu [redacted]
Subject: Petition Opposing Urban Cottages Jewell

This Message Is From an External Sender

This message came from outside your organization.

Report Suspicious

Dear Aurora City Council members,

My name is Shayna Shabatura and I spoke at the most recent City Council meeting, opposing the rezoning request by Urban Cottages, LLC to upzone from R-R to R-2 on a small site on E Jewell Ave, across from 3 educational facilities and next to Havana Heights Retention Pond Park. More specifically, Case # 1984-2057-02 and subsequent Case # 2022-4026-00 (site plan).

I am following up on my email from January 27, with the subject, "Time Sensitive PETITION for 1/27 City Council Meeting."
Anyone on the internet with the link can view the PDF document via Google Drive: https://drive.google.com/file/d/1GSivZZ-PQ2ZHhSADx5HuL1VZ6GhZY_1P/view?usp=drive_link

Attached is a visual representation of the neighborhood households who signed the petition. n=96 homes. *A modified version of this slide will appear in a presentation, which will be emailed separately.*

Please give appropriate weight to the opinion of the neighborhood. Thank you and hope your weekend ahead is the one you deserve.

Sincerely,
Shayna Shabatura

A neighborhood presentation to the Aurora City Council Members regarding Case # 1984-2057-02 Zoning Map Amendment from R-R to R-2 on E Jewell Ave

March 2025

OVERVIEW

- ❑ Parcel information
- ❑ Reason #1: Rezoning this parcel to R-2 will NOT match the neighborhood
- ❑ Reason #2: Our Petition
- ❑ Reason #3: Site and Perimeter Constraints
- ❑ Reason #4: More information is needed
- ❑ R-2 is a terrible fit; Support R-1 instead

Parcel information

- South of the intersection of E Jewell Ave and S Joliet St
- 10800 E Jewell Ave → Parcel ID 1973-26-2-01-014 -AND- 11000 E Jewell Ave → Parcel ID 1973-26-2-01-037
- The parcel is at the northern perimeter of the Havana Heights neighborhood, opposite the Village East neighborhood and 3 youth educational facilities (next slides)



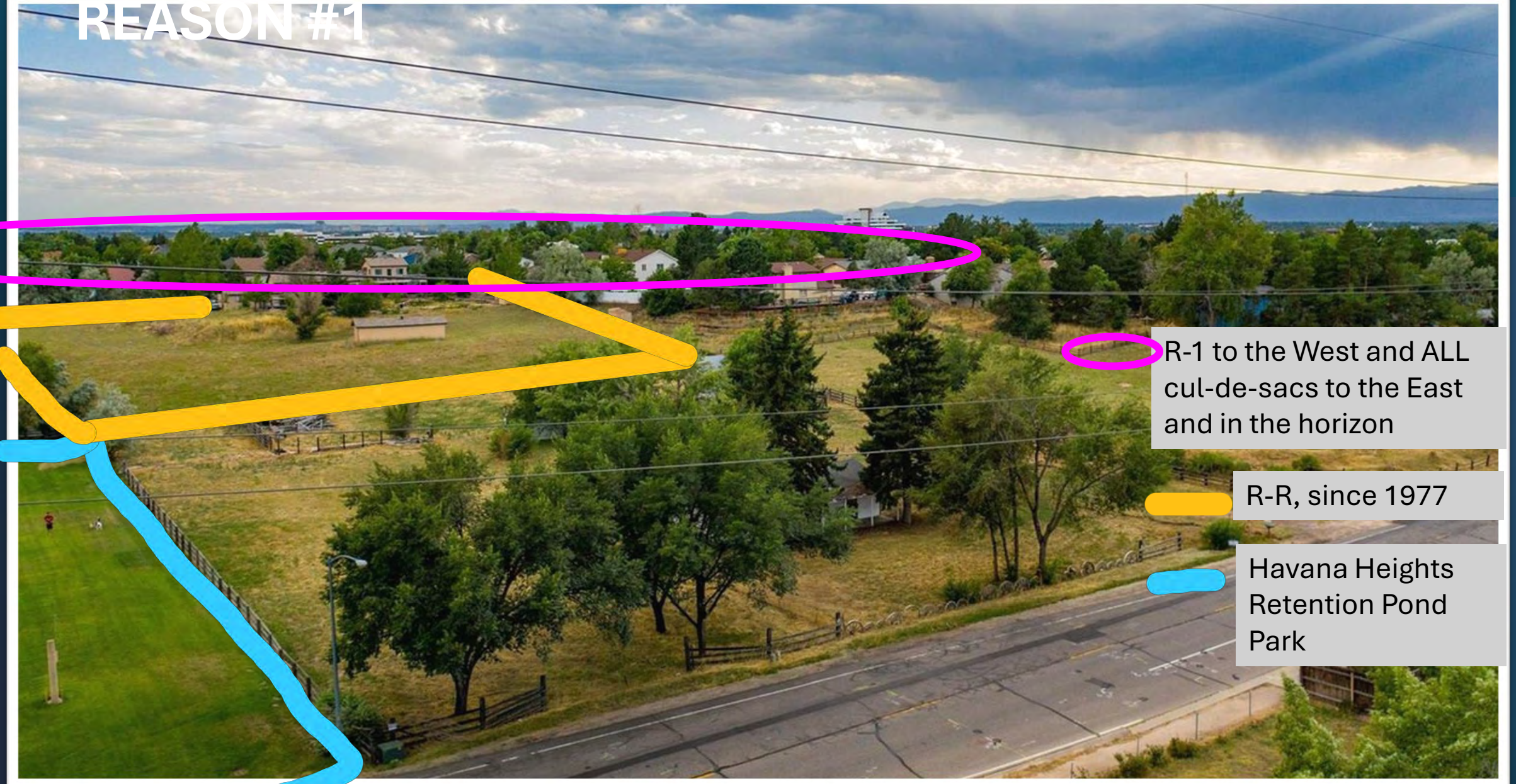
REASON #1

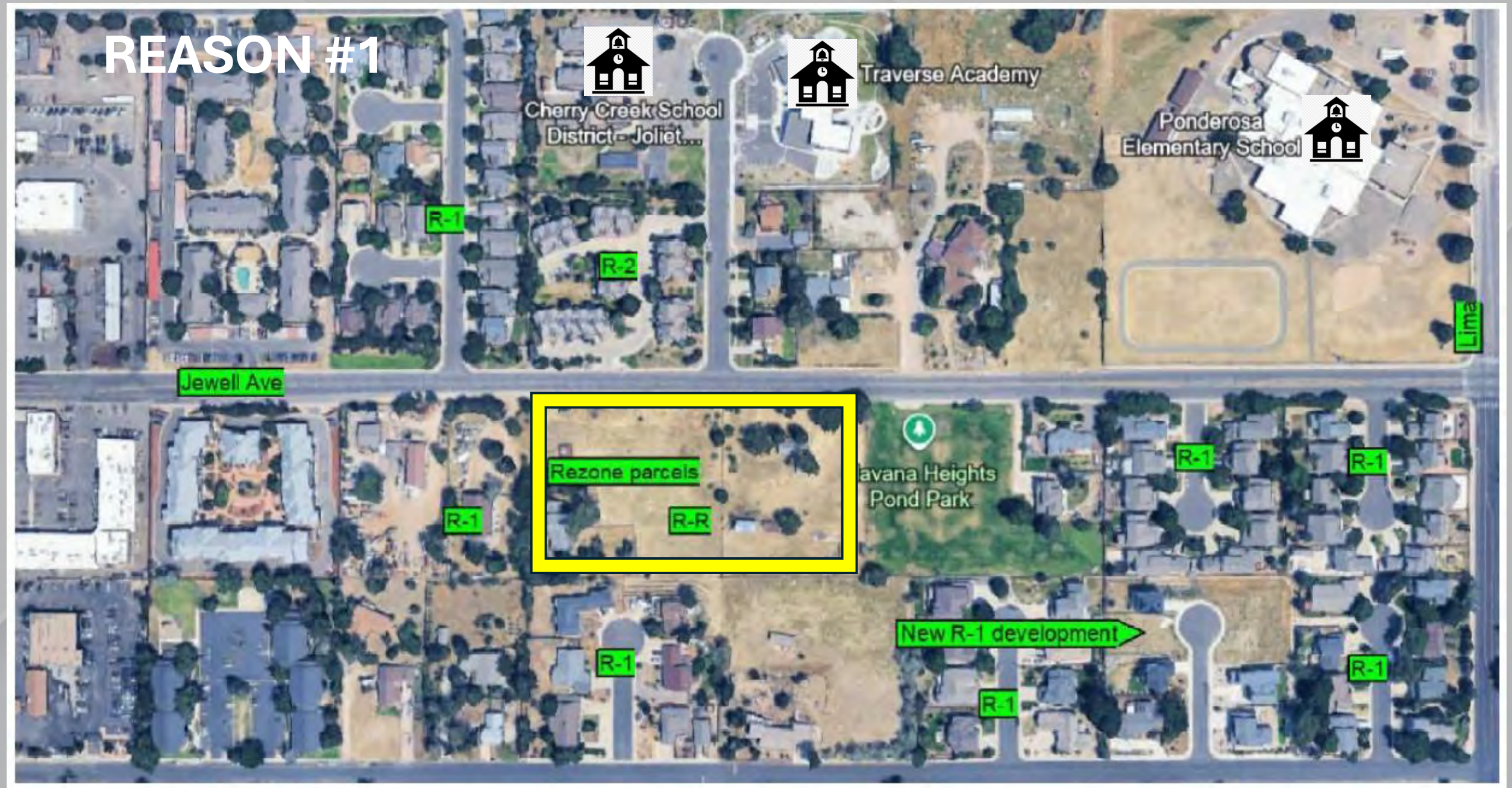
Rezoning this parcel to R-2 will NOT match the neighborhood

The Havana Heights neighborhood is primarily R-R or R-1 with a cul-de-sac neighborhood, including the Habitat for Humanity Mountain View Community that's still under construction (pictured right)

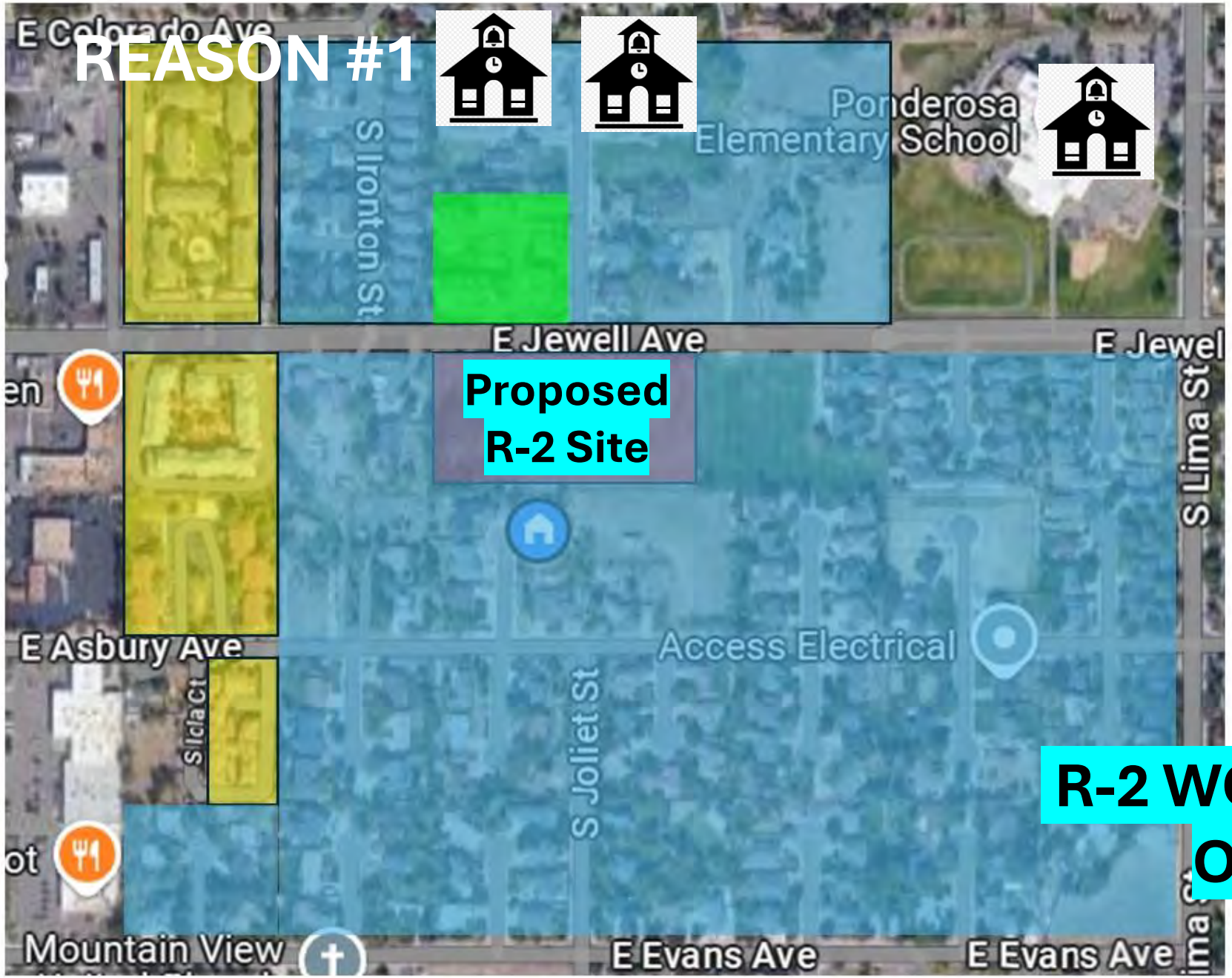


REASON #1


R-1 to the West and ALL cul-de-sacs to the East and in the horizon
R-R, since 1977
Havana Heights Retention Pond Park


REASON #1
Cherry Creek School District - Joliet...
Traverse Academy
Ponderosa Elementary School
Lima
Jewell Ave
R-1
R-2
Rezone parcels
R-R
avana Heights Pond Park
New R-1 development

REASON #1



Cul de Sac and/or R-1

Apartment

Multi story townhomes

Youth Educational Facility

R-2 WOULD BE GROSSLY OUT OF PLACE

REASON #1 SUMMARY

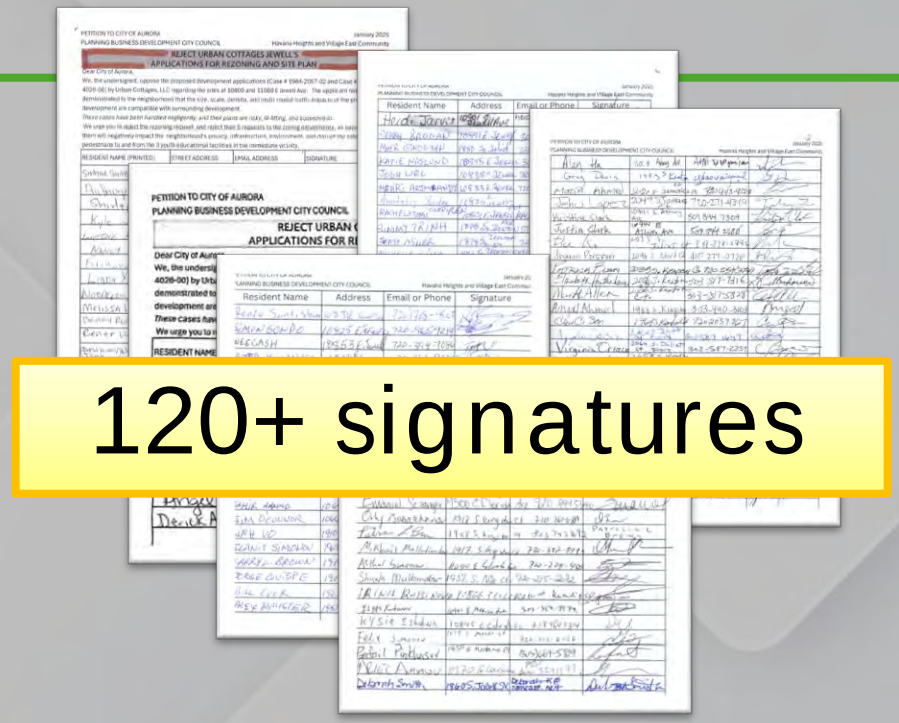
Rezoning this parcel to R-2 will NOT match the neighborhood

- Urban Cottages has admitted that their vision is not a match, using “transition” as the key word
- In addition to cul-de-sac design, there are 3 immediate youth educational facilities and a retention pond park which would contrast with R-2
- Urban Cottages has excused themselves from providing any add-ons, or “microelements”, using their in-fill status and constraints of the site as reasons
- The area is already under traffic stress with no effective traffic calming measures or policing of speeding violations because E Jewell is a hospital and school route

REASON #2

Our Petition

"We, the undersigned, oppose the proposed development applications (Case # 1984-2057-02 and Case # 2022-4026-00) by Urban Cottages, LLC regarding the sites at 10800 and 11000 E Jewell Ave. The applicant has NOT demonstrated to the neighborhood that the size, scale, density, and multi-modal traffic impacts of the proposed development are compatible with surrounding development.
These cases have been handled negligently, and their plans are risky, ill-fitting, and squeezed-in.
We urge you to reject the rezoning request."



Anyone on the internet with the link can view the PDF document:

https://drive.google.com/file/d/1Jc_lxFIEDy012m61z-L0nXOT5OkRw-_T/view?usp=sharing

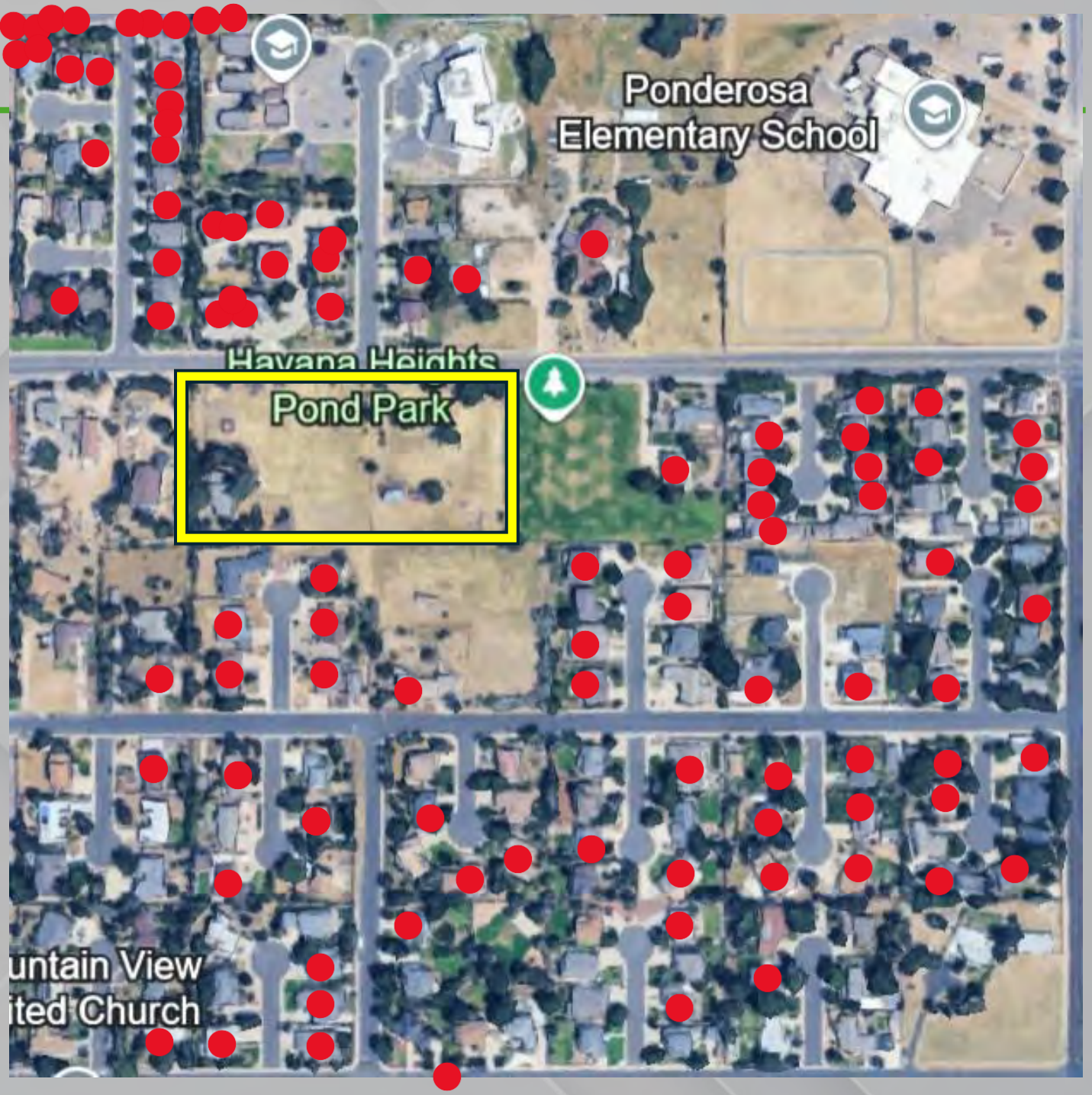
REASON #2

Our Petition

Visual representation of the neighborhood Petition signatures against R-2 zoning surrounding the parcel (yellow box)

Each **red dot** represents one household signed

- n= 96



REASON #3

Site and Perimeter Constraints

- Perimeter property #1 of 3 (pictured right): 1950 S Jamaica Ct
  - 16-20 ft. drop
  - Significant investment in retaining walls
- Non-migratory red-tailed hawk habitat
- Unique and complex topography
- Too small for R-2 / in-fill project
- *Key words used by the Urban Cottages team during Q&As include*, “**squeezed-in**”, “atypical”, “drainage at nauseam”, and “**limited**”
  - Upwards of a 40% grade and 20% slope (source: Preliminary Drainage Report)
  - Part of Havana Heights Drainage Basin



REASON #4

More information is needed

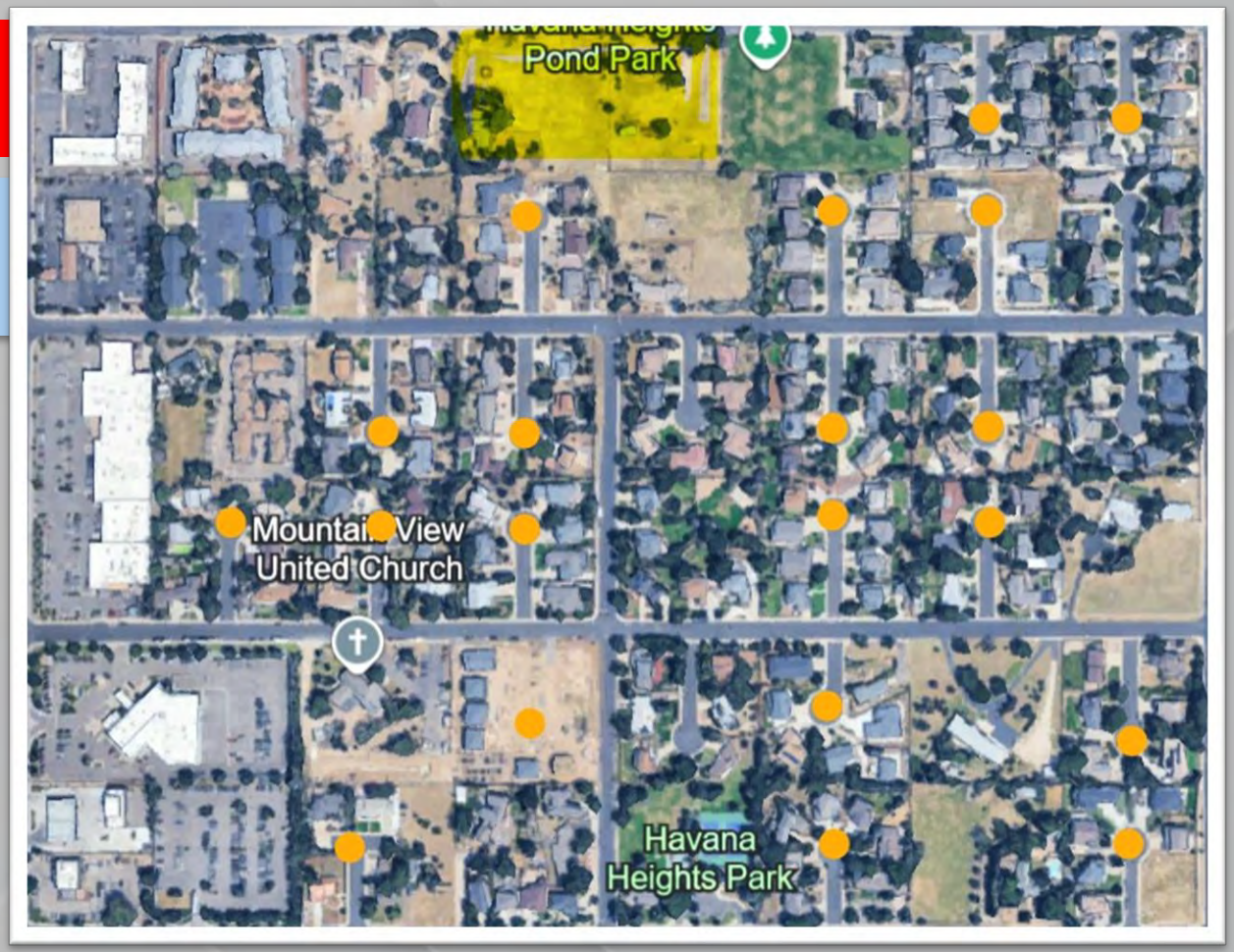
- The expectation is for City Staff to provide ethical due diligence – to thoroughly review, carefully examine, and provide rigorous assessment before deciding, but these cases are seriously flawed enough to plant the idea seed that this separated and out-of-touch project is smoke-and-mirrors, *just* to approve the R-2 rezoning
- Improve the opportunity for success on this wonderfully unique and challenging parcel
  - It really is in an ideal neighborhood, with the local church referencing their property as **God's Backyard** (Source: https://sentinelcolorado.com/metro/aurora-church-turns-vacant-gods-backyard-land-into-affordable-housing/)
  - Reduce the chances of this project going South – Urban Cottages is not ready!
  - Urban Cottages has been neglecting vital information that was provided to them about the area at the beginning of the project
- A great deal about their project is **undecided** and **unspecified**
  - *How can a decision be made when City Staff and the neighborhood have incomplete or missing information?*
  - No builder or engineer is under contract
  - Not able to commit to a site plan
  - Original proposal was for 38 units with 5 zoning adjustment requests
  - City staff expressed concern and confusion about definitions of zoning, density, and visiting the parcel

R-2 IS A TERRIBLE FIT

Support R-1 instead

Please, at minimum, discuss bumping it back to the Planning and Business Development Board to pair this rezoning request with Urban Cottage's 3rd revised site plan.

This would allow the Urban Cottages team time to assemble and produce up-to-date paperwork, to be reviewed with their site plan and zoning adjustment requests.



Pictured above is the Havana Heights neighborhood with each gold dot representing one cul de sac

● n = TWENTY CUL-DE-SACS

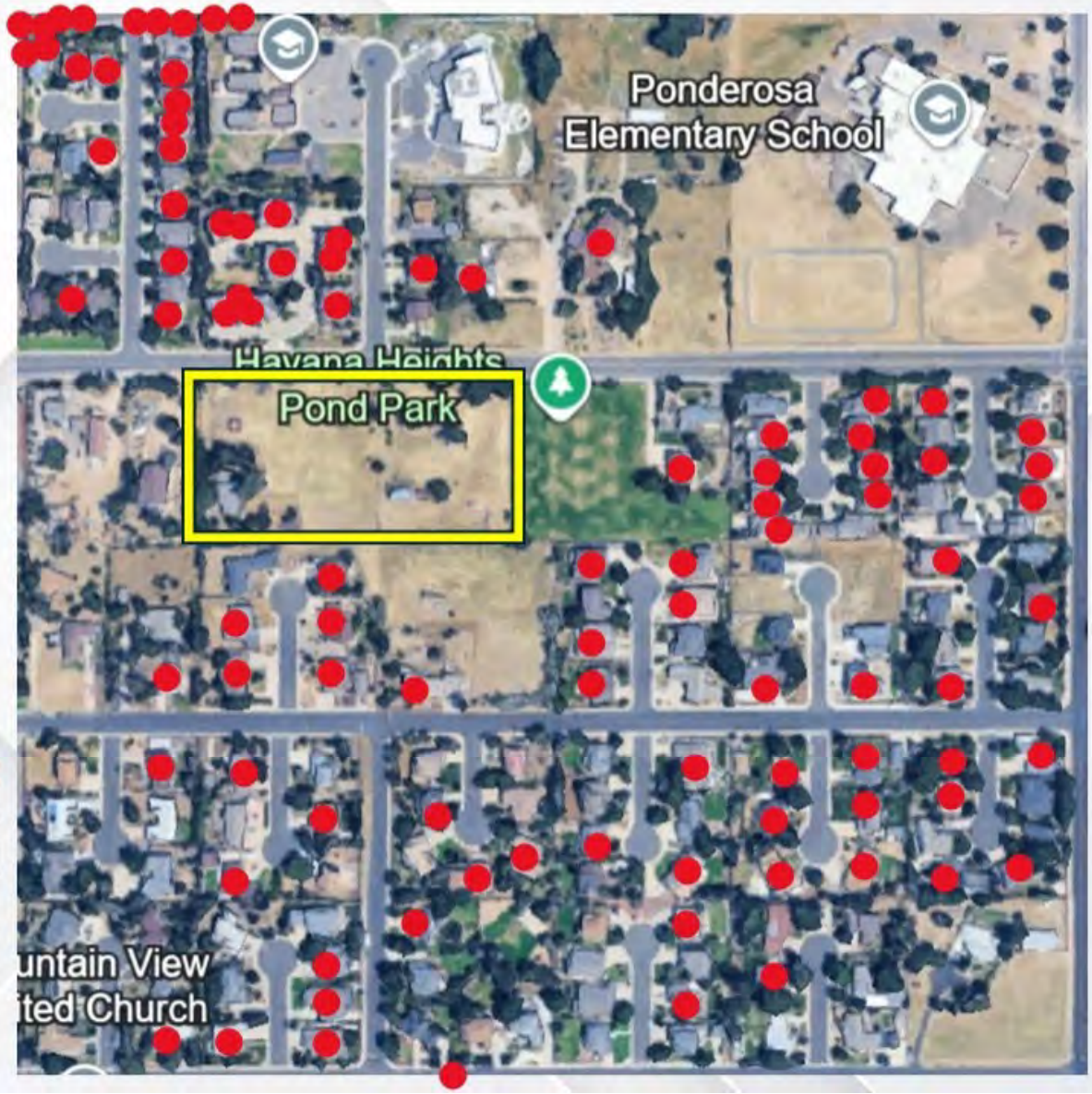
PETITION

Visual representation of the neighborhood petition signatures opposing the rezoning request by Urban Cottages LLC to upzone from R-R to R-2 for the parcels at 10800 and 11000 E Jewell Ave in the Havana Heights neighborhood

Case # 1984-2057-02

Each **red dot** represents one household signed

● n= 96



CITY OF AURORA
Council Agenda Commentary

Item Title: 2025 Fall Supplemental (Ordinance)
Item Initiator: Tyler Phillips, Budget Program Manager, Finance
Staff Source/Legal Source: Tyler Phillips, Budget Program Manager, Finance / Hanosky Hernandez, Senior Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: 11/17/2025

Regular Meeting: 12/1/2025

2nd Regular Meeting (if applicable): 12/15/2025

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)

Tyler Phillips, Budget Program Manager, Finance / Hanosky Hernandez, Senior Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 11/4/2025

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.)*

This item was reviewed at the 11/4/2025 M & F Policy Committee meeting where it was approved to move forward with little to no discussion.

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

One of the first steps of the annual budget process is to prepare an updated projection of current-year requirements. During this process, staff identify revenue adjustments, potential savings, and new or additional needs, which form the basis for the majority of supplemental appropriation requests.

The 2025 Fall Supplemental Appropriation Request includes operating expenditures and capital projects that require appropriation adjustments for 2025 across various funds, as outlined in Attachment A. Most requests were identified and included in the 2025 projection as part of the 2026 Proposed Budget. Alternatively, several items that were identified and projected are not included in this fall process. Items that are subject to change will be included in the 2026 Spring Supplemental as needed. As always, the goal is to have as many supplemental requests as possible reviewed by City Council either as part of the 2025 projection in the 2026 Proposed Budget or through prior Council actions.

A few of the items included in the Fall Supplemental requests were not projected. All of the items that were not projected are technical. Generally, technical items include budget lapses or reallocations, zero-dollar amendments with appropriation offset by revenue, and accounting or other adjustments. These items are indicated by including "technical" in the title and may or may not have been reviewed by Council. Council review details are included in the narrative for each supplemental request.

The attachments for this agenda item reflect summary and detail information regarding the requested appropriation changes for each fund and department. The details of these appropriation amendments are found in:

- Attachment A: 2025 Appropriation Summary by Fund; and
- Attachment B: 2025 Appropriation Detail by Fund.

The following discussion highlights significant adjustments included in this amendment; for a full list of requests, see Attachment B.

2025 Supplemental Amendment Requests

Appropriation requests in the Capital Projects Fund (CPF) total **$28.2 million**, offset by $23.5 million in revenue, resulting in a net fund balance decrease of $4.7 million. Most items were included in the 2025 projection; others are technical or reflect project timing changes. Significant CPF amendments include:

- The appropriation of **$2.5 million** to facilitate the relocation of dance programs from Expo Recreation Center to Meadowood Recreation Center.
- The appropriation of **$2.2 million** for the Animal Shelter project in the Housing and Community Services department. This includes $2.0 million in one-time funding from Capital Impact Fees and $200,000 ongoing for the annual debt service.
- The appropriation of **$2.0 million** for the decommissioning and demolition of Beck Recreation Center and a feasibility study for a new recreation center in Northwest Aurora.

- The lapse of **$12.4 million** of projects across multiple departments: $2.4 million in Non-departmental; $1.4 million in Parks, Recreation, and Open Space; $7.9 million in Public Works; and $655,000 in Planning and Business Development. Due to decreasing capital-related revenue in 2025, these lapses were needed to balance the Capital Projects Fund.

Significant supplemental items in other funds include:

- The lapse of **$85.0 million** in the Water Fund for capital projects, with some projects being reappropriated in the 2026-2030 Capital Improvement Plan (CIP).
- The lapse of **$10.0 million** in the Wastewater Fund for capital projects, with some projects being reappropriated in the 2026-2030 CIP.

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.)

This supplemental budget request will make adjustments to the 2025 budget.

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 send the supplemental ordinance forward to the Regular Council Meeting?

LEGAL COMMENTS

The City Council may make appropriations in addition to those contained in the budget upon recommendation of the City Manager, provided that the Finance Director certifies there are sufficient funds available to meet such appropriations. (*See*, City Charter Art. 11-16).

2025 Fall Amendment Ordinance
Appropriation Summaries by Fund

2025 Amendment Summary
Attachment A

Attachment A

2025 Fall Amendment Ordinance

Appropriation Summary by Fund and Department

2025 Amendment Summary

Fund/Department	FTE Request	Net Total Appropriation	Revenue [1] Offset	Inc. / (Dec.) [2] in Fund Bal.
General Fund Total	**0.00**	**263,225**	**90,000**	**-173,225**
Non-Departmental	0.00	263,225	90,000	-173,225
Capital Projects Fund Total	**0.00**	**28,222,421**	**23,496,643**	**-4,725,778**
Housing and Community Services	0.00	2,700,000	0	-2,700,000
Non-Departmental	0.00	-9,339,660	-6,928,164	2,411,496
Parks, Recreation & Open Space	0.00	-1,417,784	0	1,417,784
Planning and Business Development	0.00	-655,000	0	655,000
Public Works	0.00	36,934,865	30,424,807	-6,510,058
Community Development Fund Total	**0.00**	**137,254**	**137,254**	**0**
Housing and Community Services	0.00	137,254	137,254	0
Gifts & Grants Fund Total	**0.00**	**6,928,164**	**7,098,164**	**170,000**
Non-Departmental	0.00	6,928,164	6,928,164	0
Planning and Business Development	0.00	0	170,000	170,000
Wastewater Fund Total	**0.00**	**-10,000,000**	**0**	**10,000,000**
Aurora Water	0.00	-10,000,000	0	10,000,000
Water Fund Total	**0.00**	**-85,000,000**	**0**	**85,000,000**
Aurora Water	0.00	-85,000,000	0	85,000,000
Total	**0.00**	**-59,448,936**	**30,822,061**	**90,270,997**

1 The revenue offset includes new revenue and revenue from transfers.

2 Inc./Dec in Fund Balance = New Revenue minus Net Appropriation.

2025 Fall Amendment Ordinance
Appropriation Detail by Fund

2025 Amendment Detail
Attachment B

Attachment B
2025 Fall Amendment Ordinance
2025 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Aurora Water

Technical: Wastewater Fund Lapses

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Wastewater Fund	0.00	0	-10,000,000	-10,000,000	0	10,000,000
Total Appropriation Impact	0.00	0	-10,000,000	-10,000,000	0	10,000,000

This supplemental will reduce (lapse) appropriation in the amount of $10.0 million in the Wastewater Fund for capital projects as included in the 2025 projection as part of the 2026 Proposed Budget.

Projects with lapsed funds in 2025 and re-appropriation in the 2026-2030 Capital Improvement Plan (CIP) phased funding:

* Reimbursement – Collection ($900,000)
* New Sewer Line Construction ($1,700,000)
* Crossing Structure Projects ($3,480,000)
* Upper First Creek Detention Pond ($2,000,000)
* Storm Drain System Improvements ($1,800,000)
* Detention Ponds Improvements ($120,000)

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Aurora Water	Wastewater Fund	-10,000,000	0	Lapse of Appropriation

Attachment B
2025 Fall Amendment Ordinance
2025 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Aurora Water

Technical: Water Fund Lapses

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Water Fund	0.00	0	-85,000,000	-85,000,000	0	85,000,000
Total Appropriation Impact	0.00	0	-85,000,000	-85,000,000	0	85,000,000

This supplemental will reduce (lapse) appropriation in the amount of $85.0 million in the Water Fund for capital projects as included in the 2025 projection as part of the 2026 Proposed Budget.

Completed projects:

* Automated Meter Reading System for the City-wide AMI Replacement Project ($3,000,000)
* Heritage Eagle Bend ($50,000)

Projects with lapsed funds in 2025 and re-appropriated in the 2026-2030 Capital Improvement Plan (CIP) phased funding:

* Prairie Water North Campus Expansion ($4,000,000)
* Rampart Water Delivery System ($32,000,000)
* Aquifer Storage and Recovery Development ($500,000) (delayed until 2031)
* Lower South Platte Kirby Dersham Challenger ($1,500,000)
* Lower South Platte Storage Everist Water Quality Improvements ($500,000)
* Arkansas Basin Land Acquisition ($450,000)
* Raw Water Rehabilitation - Rampart Pre-Stressed Concrete Cylinder Pipe (PCCP) Repair ($10,000,000) (near completion)
* Kings Pointe Pump Station Zone 7 ($2,000,000)
* Line Replacement - Water ($10,000,000)
* Wemlinger Water Purification Facility ($10,900,000)
* Binney Water Purification Facility ($9,300,000)
* Griswold Water Purification Facility ($800,000

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Aurora Water	Water Fund	-85,000,000	0	Lapse of Appropriation

Attachment B
2025 Fall Amendment Ordinance
2025 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Housing and Community Services

Animal Shelter Project

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	2,200,000	2,200,000	0	-2,200,000
Total Appropriation Impact	0.00	0	2,200,000	2,200,000	0	-2,200,000

This amendment to the Animal Shelter project will add $2.0 million of one-time funds from Capital Impact Fees and $200,000 annually for additional debt service.

This supplemental was included in the 2025 projection as part of the 2026 Proposed Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Housing and Community Services	Capital Projects Fund	2,200,000	0	New Appropriation

Navigation Campus Building Repair

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	500,000	500,000	0	-500,000
Total Appropriation Impact	0.00	0	500,000	500,000	0	-500,000

This capital amendment will provide a source of funds to use for building repair-related expenses at the Navigation Campus. This supplemental was included in the 2025 projection as part of the 2026 Proposed Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Housing and Community Services	Capital Projects Fund	500,000	0	New Appropriation

Attachment B
2025 Fall Amendment Ordinance
2025 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Housing and Community Services

Technical: 2025 Community Development Block Grant Award Reconciliation

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Community Development Fund	0.00	29,698	0	29,698	29,698	0
Total Appropriation Impact	0.00	29,698	0	29,698	29,698	0

This technical adjustment will align the budget for the Community Development Block Grant (CDBG) to the 2025 actual award amount. The final 2025 CDBG award received from the U.S. Department of Housing and Urban Development (HUD) was 1.1 percent, or $29,700 higher than anticipated.

This supplemental was included in the 2025 projection as part of the 2026 Proposed Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Housing and Community Services	Community Development Fund	0	29,698	New Appropriation

Technical: 2025 Home Investment Partnership Grant Award Reconciliation

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Community Development Fund	0.00	14,331	0	14,331	14,331	0
Total Appropriation Impact	0.00	14,331	0	14,331	14,331	0

This technical adjustment will align the budget for the Home Investment Partnership (HOME) grant to the 2025 actual award. The final 2025 HOME award received from the U.S. Department of Housing and Urban Development (HUD) was 1.3 percent, or $14,300 higher than anticipated.

This supplemental was included in the 2025 projection as part of the 2026 Proposed Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Housing and Community Services	Community Development Fund	0	14,331	New Appropriation

Attachment B
2025 Fall Amendment Ordinance
2025 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Housing and Community Services

Technical: Increase HOME Match for Community Development Funds Based on Final 2025 Grant Amount

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Community Development Fund	0.00	3,225	0	3,225	3,225	0
General Fund	0.00	3,225	0	3,225	0	-3,225
Total Appropriation Impact	0.00	6,450	0	6,450	3,225	-3,225

This technical adjustment will align the General Fund Home Investment Partnership (HOME) grant match to the 2025 actual award amount. The city is required to provide a match to the HOME grant equal to 22.5 percent of the annual award. The final 2025 HOME award received from the U.S. Department of Housing and Urban Development (HUD) was 1.3 percent, or $13,300, more than anticipated, increasing the required General Fund match by $3,200.

This supplemental was included in the 2025 projection as part of the 2026 Proposed Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Non-Departmental	General Fund	0	3,225	Operating Transfer Out
Housing and Community Services	Community Development Fund	0	3,225	New Appropriation

Technical: Net-zero GF Transfer to Cover Unallowable HUD Expenses

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Community Development Fund	0.00	90,000	0	90,000	90,000	0
General Fund	0.00	90,000	0	90,000	90,000	0
Total Appropriation Impact	0.00	180,000	0	180,000	180,000	0

This supplemental reflects a technical accounting adjustment with no net fiscal impact to the city. The city previously received $90,000 in federal funds from the U.S. Department of Housing and Urban Development (HUD) and awarded the funds to a local organization. HUD later determined that the organization did not meet the program's eligibility and compliance requirements, which made the original use of the funds unallowable.

As a result, the General Fund has been reimbursed in full by the local organization. As such, this amendment transfers $90,000 from the General Fund to the Community Development Fund and is appropriated for allowable costs.

This adjustment ensures compliance with HUD requirements and maintains accurate financial reporting, with no additional cost to the city.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Non-Departmental	General Fund	0	90,000	Operating Transfer Out
Housing and Community Services	Community Development Fund	0	90,000	New Appropriation

Attachment B
2025 Fall Amendment Ordinance
2025 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Non-Departmental

Lapse of Non-Departmental Projects for Capital Projects Fund Budget Balancing

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	-2,411,496	-2,411,496	0	2,411,496
Total Appropriation Impact	0.00	0	-2,411,496	-2,411,496	0	2,411,496

Due to decreasing capital-related revenue, capital cuts were needed to balance the Capital Projects Fund in 2025. In Non-Departmental, the following items were cut or reduced:

* DIA Noise Mitigation ($76,600, has not been used in several years)
* Transit Oriented Development ($1.8 million, created in 2015, never used)
* Greenhouse Set Aside Funds ($350,000, created in 2023, never used)
* Xcel Street Lighting ($184,900, carryforward budget not used recently)

These items were included in the 2025 projection as part of the 2026 Proposed Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Non-Departmental	Capital Projects Fund	-2,411,496	0	Lapse of Appropriation

Technical: Correcting Appropriation for Highway 30 Landfill Grant

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	-6,928,164	-6,928,164	-6,928,164	0
Gifts & Grants Fund	0.00	0	6,928,164	6,928,164	6,928,164	0
Total Appropriation Impact	0.00	0	0	0	0	0

This supplemental will reappropriate the 2025 Spring Supplemental addressing the funding from the Colorado Department of Public Health and Environment (CDHPE) to investigate the Highway 30 Landfill project from the Capital Projects Fund to the Gifts & Grants Fund.

In 2024, the investigation phase concluded, and the city was required to submit an Assessment of Corrective Measures Report (ACMR) to CDPHE. House Bill 23-1194, codified at C.R.S. § 30-20-124, established the Closed Landfill Remediation Grant Program within CDPHE. This program provides grants to local governments for environmental remediation, mitigation, and management of closed landfills to protect public health, safety, and the environment. Eligible local governments will use the grant funds on eligible costs under the grant program.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Non-Departmental	Capital Projects Fund	-6,928,164	0	Lapse of Appropriation
Non-Departmental	Gifts & Grants Fund	6,928,164	0	New Appropriation

Attachment B
2025 Fall Amendment Ordinance
2025 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Non-Departmental

Technical: RTD Older Adults Mobility Services Partnership Grant Match

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
General Fund	0.00	170,000	0	170,000	0	-170,000
Gifts & Grants Fund	0.00	0	0	0	170,000	170,000
Total Appropriation Impact	0.00	170,000	0	170,000	170,000	0

This technical supplemental will appropriate the city's funding match for the RTD Older Adults Mobility Services Partnership grant that was appropriated in the 2025 Spring Supplemental. The grant match is part of the one-time City Council funding decision from 2023. The grant funds and match will be spent across 3 years (2025-2027).

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Non-Departmental	General Fund	0	170,000	Operating Transfer Out

Attachment B
2025 Fall Amendment Ordinance
2025 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Parks, Recreation & Open Space

Lapse of PROS Projects for Capital Projects Fund Budget Balancing

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	-1,417,784	-1,417,784	0	1,417,784
Total Appropriation Impact	0.00	0	-1,417,784	-1,417,784	0	1,417,784

Due to decreasing capital-related revenue, capital cuts were needed to balance the Capital Projects Fund in 2025. In Parks, Recreation and Open Space (PROS), the following completed projects will be lapsed:

* Highline Canal TIP Match ($601,784)
* The Sand Creek Park Shelter ($16,000)

In addition, this supplemental will lapse appropriation in the Capital Projects Fund for the following project, which has already been reappropriated to the Conservation Trust Fund in the 2026 Proposed Budget:

* Highline Canal Underpass TIP Match ($800,000)

All Capital Projects Fund lapses were included in the 2025 projection as part of the 2026 Proposed Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Parks, Recreation & Open Space	Capital Projects Fund	-1,417,784	0	Lapse of Appropriation

Attachment B
2025 Fall Amendment Ordinance
2025 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Planning and Business Development

Lapse Planning and Business Development Project for Capital Projects Fund Budget Balancing

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	-655,000	-655,000	0	655,000
Total Appropriation Impact	0.00	0	-655,000	-655,000	0	655,000

This supplemental will lapse a $655,000 project in Planning and Business Development. Due to decreasing capital-related revenue, capital cuts were needed to balance the Capital Projects Fund in 2025. The lapse is for the Gardens on Havana Mid-Block Lighting project, which was created in 2021 and never performed. This item was included in the 2025 projection as part of the 2026 Proposed Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Planning and Business Development	Capital Projects Fund	-655,000	0	Lapse of Appropriation

Attachment B
2025 Fall Amendment Ordinance
2025 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Public Works

Appropriate Meadowood Recreation Center Dance Program Relocation

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	2,500,000	2,500,000	0	-2,500,000
Total Appropriation Impact	0.00	0	2,500,000	2,500,000	0	-2,500,000

This supplemental will allocate funding to facilitate the relocation of dance programs from Expo Recreation Center to Meadowood Recreation Center. This supplemental was included in the 2025 projection as part of the 2026 Proposed Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Public Works	Capital Projects Fund	2,500,000	0	New Appropriation

Appropriate People's Building Local Match

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	118,000	118,000	0	-118,000
Total Appropriation Impact	0.00	0	118,000	118,000	0	-118,000

This supplemental will appropriate $118,000 for a local match for grant funds for the People's Building lower-level renovation. This supplemental was included in the 2025 projection as part of the 2026 Proposed Budget although the amount is slightly different.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Public Works	Capital Projects Fund	118,000	0	New Appropriation

Appropriate Recreation Center Feasibility Study

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	1,950,000	1,950,000	0	-1,950,000
Total Appropriation Impact	0.00	0	1,950,000	1,950,000	0	-1,950,000

This supplemental will appropriate funding for the decommissioning and demolition of Beck Recreation Center and a feasibility study for a new recreation center in Northeast Aurora. The study will assess financial viability, market demands, and gather input from residents to ensure the new facility meets community needs. This supplemental was included in the 2025 projection as part of the 2026 Proposed Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Public Works	Capital Projects Fund	1,950,000	0	New Appropriation

Attachment B
2025 Fall Amendment Ordinance
2025 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Public Works

Lapse of Public Works Projects for Capital Projects Fund Budget Balancing

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	-7,867,262	-7,867,262	0	7,867,262
Total Appropriation Impact	0.00	0	-7,867,262	-7,867,262	0	7,867,262

Due to decreasing capital-related revenue, capital cuts were needed to balance the Capital Projects Fund in 2025. In Public Works, the following items were cut or reduced:

* Lapse $700,000 from the Bicycle Aurora Master Plan Implementation program as phase 1 recommendations have been implemented. Future funds will implement recommendations from the Connecting Aurora Master Plan.

* Lapse $500,000 from the Northwest Alley Paving Program. Due to design and construction timing for prior year projects, additional funds were carried forward and one year of funding could be lapsed.

* Lapse $215,800 from the Single Point of Entry Project as the schematic design for the project was complete.

* Lapse $925,300 for completed Westerly Creek project.

* Lapse $339,800 for completed Quincy Partnering Agreement.

* Lapse $5.2 million in match set-aside funds to aid in fund balancing.

All projects, except the Quincy Partnering Agreement, were included in the 2025 projection as part of the 2026 Proposed Budget. The Quincy Partnering Agreement lapse wasn't known when the 2026 Proposed Budget was being prepared.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Public Works	Capital Projects Fund	-7,867,262	0	Lapse of Appropriation

Technical: Appropriate 64th Avenue ARI Incentive

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	2,818,320	2,818,320	0	-2,818,320
Total Appropriation Impact	0.00	0	2,818,320	2,818,320	0	-2,818,320

This supplemental will appropriate funding for the agreement with the 64th Avenue ARI Authority, which aims to support an intergovernmental initiative to repay the authority's debt incurred from improvements to the 64th Avenue bridge over E-470 and the extension of 64th Avenue to Jackson Gap Street. Funding for these improvements comes from several sources, including the City of Aurora, ARI Mill Levy revenues from the district, Adams County, and the E-470 Public Highway Authority. The city is funding the project using revenue generated from the city use tax and lodgers tax collected within the districts. This supplemental was included in the 2025 projection as part of the 2026 Proposed Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Public Works	Capital Projects Fund	2,818,320	0	New Appropriation

Attachment B
2025 Fall Amendment Ordinance
2025 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Public Works

Technical: Appropriate 6th Ave Turn Lane Project

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	2,000,000	2,000,000	0	-2,000,000
Total Appropriation Impact	0.00	0	2,000,000	2,000,000	0	-2,000,000

This technical supplemental will appropriate $2.0 million in capital impact fee funding for design and construction of a turn lane on westbound 6th Avenue at Aspen Street, which is the north main entrance to Buckley Space Force Base (BSFB), to reduce peak period congestion and queuing along 6th Avenue. This supplemental was included in the 2025 projection as part of the 2026 Proposed Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Public Works	Capital Projects Fund	2,000,000	0	New Appropriation

Technical: Appropriate Aurora Parkway Bridge

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	15,516,000	15,516,000	11,516,000	-4,000,000
Total Appropriation Impact	0.00	0	15,516,000	15,516,000	11,516,000	-4,000,000

This technical supplemental will appropriate funding for the final design and construction of the Aurora Parkway Bridge extension. This project, in partnership with South Aurora Regional Improvement Authority (SARIA), will utilize $4.0 million in city capital impact fee funding and $11.5 million from SARIA to finalize the design and construction of a four-lane bridge over E-470 along the future Aurora Parkway, which will connect Dry Creek Road to Parker Road. The roadway construction will be completed by developers. The city contribution to this project was in the 2025 projection as part of the 2026 Proposed Budget. However, the SARIA contribution was not projected. The intergovernmental agreement for the SARIA contribution was approved at the March 24, 2025 Regular City Council Meeting.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Public Works	Capital Projects Fund	15,516,000	0	New Appropriation

Attachment B
2025 Fall Amendment Ordinance
2025 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Public Works

Technical: Appropriate Box Elder Local Match

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	170,000	170,000	0	-170,000
Total Appropriation Impact	0.00	0	170,000	170,000	0	-170,000

This technical supplemental will appropriate $170,000 in local match funds for pending grants to support the Box Elder Creek Reconstructon project. The project will rebuild 56th Avenue and Hudson Road, damaged by heavy rainfall in June 2023, and add flood-mitigation measures such as stabilizing riverbanks and channels, planting vegetation to reduce erosion and improve stormwater absorption, and installing rock and concrete roadway protection. This supplemental was included in the 2025 projection as part of the 2026 Proposed Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Public Works	Capital Projects Fund	170,000	0	New Appropriation

Technical: Appropriate Central Library Renovation Grant

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	3,000,000	3,000,000	3,000,000	0
Total Appropriation Impact	0.00	0	3,000,000	3,000,000	3,000,000	0

This supplemental will appropriate a $3.0 million Community Project Funding grant and will transfer the $300,000 previously appropriated local match for the Central Library Minor Renovation Project. The project will create a better functioning children's area, space for teens, and makerspace area at the Central Library. This supplemental was included in the 2025 projection as part of the 2026 Proposed Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Public Works	Capital Projects Fund	-300,000	0	Lapse of Appropriation
Public Works	Capital Projects Fund	3,300,000	0	New Appropriation

Attachment B
2025 Fall Amendment Ordinance
2025 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Public Works

Technical: Appropriate Developer Contributions for Majestic Project

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	400,000	400,000	400,000	0
Total Appropriation Impact	0.00	0	400,000	400,000	400,000	0

This supplemental will appropriate $400,000 in developer reimbursement for the early construction of East 38th Avenue from Himalaya Road to Odessa. This supplemental was included in the 2025 projection as part of the 2026 Proposed Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Public Works	Capital Projects Fund	400,000	0	New Appropriation

Technical: Appropriate Funds Station 17 Bunker Gear Storage Project

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	350,000	350,000	0	-350,000
Total Appropriation Impact	0.00	0	350,000	350,000	0	-350,000

This supplemental will appropriate capital impact fee funding for the construction of a bunker gear storage area at Station 17 to shield bunker gear from exposure to harmful contaminants. This supplemental was included as a project in the Fire Department in the 2025 projection as part of the 2026 Proposed Budget. Public Works will be managing the project and thus the supplemental is attributed to Public Works in this process.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Public Works	Capital Projects Fund	350,000	0	New Appropriation

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Department \ Description - Reason for Appropriation

Public Works

Technical: Appropriate Grant Funding - 11th/Havana/Del Mar

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	1,137,000	1,137,000	1,137,000	0
Total Appropriation Impact	0.00	0	1,137,000	1,137,000	1,137,000	0

This technical supplemental will appropriate $1.1 million in grant funding as a result of an intergovernmental agreement amendment received to provide additional funding for the project. This will also reduce the city's original overmatch by $864,000, which will be transferred back to its original funding source. This project will rebuild all traffic signals, construct auxiliary lanes, and improve pedestrian and bus stop facilities at the intersection of 11th Avenue, Del Mar Parkway and Havana. This supplemental was included in the 2025 projection as part of the 2026 Proposed Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Public Works	Capital Projects Fund	-864,000	0	Lapse of Appropriation
Public Works	Capital Projects Fund	2,001,000	0	New Appropriation

Technical: Appropriate Grant Funding- 9-Mile Pedestrian Bridge

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	850,000	850,000	850,000	0
Total Appropriation Impact	0.00	0	850,000	850,000	850,000	0

This technical supplemental will appropriate additional $850,000 in federal funding received for the 9-Mile Pedestrian Bridge project. The local match of $60,000 for the additional funding is also transferred. The project will construct a pedestrian and bicycle bridge that will span Colorado State Highway 83 (Parker Road) west of I-225. The bridge will provide a safe pedestrian connection between the RTD Nine Mile Rail and Bus Station, adjacent residential, business developments, and The Point at Nine Mile Station. This supplemental was included in the 2025 projection as part of the 2026 Proposed Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Public Works	Capital Projects Fund	-60,000	0	Lapse of Appropriation
Public Works	Capital Projects Fund	910,000	0	New Appropriation

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2025 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Public Works

Technical: Appropriate Insurance Recovery Revenue

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	491,807	491,807	491,807	0
Total Appropriation Impact	0.00	0	491,807	491,807	491,807	0

This supplemental will appropriate insurance reimbursements received in the Building Repair Fund, primarily related to roof damage during a Summer 2024 hail event and a burst water pipe during the January 2025 deep freeze event. A small portion of this supplemental was included in the 2025 projection as part of the 2026 Proposed Budget; however, additional monies have been received since the preparation of the budget and the supplemental has been adjusted accordingly.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Public Works	Capital Projects Fund	491,807	0	New Appropriation

Technical: Gartrell Road Bridge Expansion

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	13,030,000	13,030,000	13,030,000	0
Total Appropriation Impact	0.00	0	13,030,000	13,030,000	13,030,000	0

This technical supplemental will appropriate funding for the construction of the Gartrell Road Bridge Expansion project. This project, in partnership with South Aurora Regional Improvement Authority (SARIA) and the E-470 Public Highway Authority, will expand the existing two-lane bridge to a four-lane section with turn lanes. Construction is anticipated to begin in late 2025. SARIA is funding 70.0 percent of the $13.0 million project cost, E470 is contributing 20.0 percent, and the city will manage the project through construction. This supplemental is not reflected in the 2025 projection of the 2026 Proposed Budget. However, the intergovernmental agreement for the SARIA contribution was approved at the March 24, 2025 Regular City Council Meeting and the IGA for the E470 contribution was approved at the September 22, 2025 Regular City Council Meeting.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Public Works	Capital Projects Fund	13,030,000	0	New Appropriation

Attachment B
2025 Fall Amendment Ordinance
2025 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Public Works

Technical: Tower Metropolitan District IGA

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	296,000	296,000	0	-296,000
Total Appropriation Impact	0.00	0	296,000	296,000	0	-296,000

This technical supplemental will appropriate funds for the transfer of revenues received by the city, from the Tower Metropolitan District to the Aerotropolis Regional Transportation Authority (ARTA), per the intergovernmental agreement (IGA) dated October 23, 2024. This supplemental was included in the 2025 projection as part of the 2026 Proposed Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Public Works	Capital Projects Fund	296,000	0	New Appropriation

Transfer Funds for Traffic Safety Projects

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	175,000	175,000	0	-175,000
Total Appropriation Impact	0.00	0	175,000	175,000	0	-175,000

This supplemental will transfer funds from the Multimodal Connections ($1.0 million), Highway Safety Improvement Program ($99,600), and Roadway Safety Improvements ($150,000) programs to the Traffic Calming ($614,500) and Traffic Operations and Safety ($635,000) programs. Additionally, developer contributions for traffic signal construction at 6th and Catawba are appropriated in the Traffic Operations and Safety program. This supplemental was included in the 2025 projection as part of the 2026 Proposed Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Type
Public Works	Capital Projects Fund	-1,249,572	0	Lapse of Appropriation
Public Works	Capital Projects Fund	1,424,572	0	New Appropriation

ORDINANCE NO. 2025- ____

A BILL

FOR AN ORDINANCE OF THE CITY OF AURORA, COLORADO APPROPRIATING SUMS OF MONEY IN ADDITION TO THOSE APPROPRIATED IN ORDINANCE NOS. 2024-72, AND 2025-43 FOR THE 2025 FISCAL YEAR

WHEREAS, pursuant to Ordinance Nos. 2024-72 and 2025-43, the City Council (the "Council") of the City of Aurora, Colorado (the "City") has appropriated funds for the fiscal year beginning January 1, 2025, and ending December 31, 2025 ("Fiscal Year 2025"); and

WHEREAS, additional appropriations are needed to fund new expenditures for which revenues have recently become available; and

WHEREAS, the Director of Finance has certified that unappropriated reserves and additional funding sources and revenues are available for appropriation in the various funds; and

WHEREAS, the City Manager has recommended that the various appropriations enumerated in this Ordinance be made.

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

Section 1. Appropriations in addition to those made in Ordinance Nos. 2024-72 and 2025-43 shall be made for Fiscal Year 2025 for the purposes enumerated in Attachment B to the document entitled 2025 Fall Amendment Ordinance Appropriation Detail by Fund, such document being in the form as filed with the Office of the City Clerk and presented to the Council at this meeting (the "2025 Amendment Detail"), all as follows:

a. From the unappropriated fund balance and/or additional revenues of the General Fund, the net amount of Two Hundred Sixty-Three Thousand, Two Hundred Twenty-Five Dollars ($263,225).

b. From the unappropriated fund balance and/or additional revenues of the Capital Projects Fund, the net amount of Twenty-Eight Million, Two Hundred Twenty-Two Thousand, Four Hundred Twenty-One Dollars ($28,222,421).

c. From the unappropriated fund balance and/or additional revenues of the Community Development Fund, the net amount of One Hundred Thirty-Seven Thousand, Two Hundred Fifty-Four Dollars ($137,254).

d. From the unappropriated fund balance and/or additional revenues of the Gifts & Grants Fund, the net amount of Six Million, Nine Hundred Twenty-Eight Thousand, One Hundred Sixty-Four Dollars ($6,928,164).

Section 2. Appropriations made in Ordinance Nos. Nos. 2024-72 and 2025-43 for Fiscal Year 2025 shall be adjusted for the reasons enumerated in the 2025 Amendment Detail, all as follows:

a. From the Wastewater Fund, the net amount of Ten Million Dollars ($10,000,000) shall be deemed lapsed.

b. From the Water Fund, the net amount of Eighty-Five Million Dollars ($85,000,000) shall be deemed lapsed.

Section 3. Inter-fund and inter-departmental transfers shall be made as enumerated in the 2025 Amendment Detail for Fiscal Year 2025.

Section 4. The City Manager and the Budget Officer are hereby directed and authorized to expend so much of said funds as are necessary to pay for the projects and acquisitions referenced herein.

Section 5. All ordinances or parts of ordinances of the City in conflict herewith are expressly repealed.

Section 6. Pursuant to Section 5-5 of the City Charter, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the City Clerk.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2025.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Hanosky Hernandez HK
HANOSKY HERNANDEZ, Sr. Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: DUAL LISTING: 2026 City Council Meeting Calendar
Item Initiator: Kadee Rodriguez, City Clerk
Staff Source/Legal Source: Kadee Rodriguez, City Clerk / Peter Schulte, City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: 12/15/2025

Regular Meeting: 12/15/2025

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 / Peter Schulte, City Attorney
Estimated time: 5 mins

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item as Proposed at Policy Committee

☒ Approve Item as Proposed at Study Session

☒ Approve Item as Proposed at Regular Meeting

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

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 Council Meeting Calendar is adopted during the last meeting of the calendar year, unless otherwise determined at a prior meeting. Once defined, changes to the calendar can only occur under the Special Meeting Rules set forth in the Council Rules or with a 2/3 vote of the City Council.

- Council Meetings – City Council meets in regular session in the Council Chamber of the Aurora Municipal Center twice a month on designated Mondays.
- Study Sessions – City Council meets in study session on the same designated Mondays as the City Council meets in regular session.
- Workshops - Council workshops are generally held three times each year.

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

The 2026 Council Meeting Calendar will set the dates for council meetings, study sessions and workshops.

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 the 2026 Council Meeting Calendar?

LEGAL COMMENTS

The City Council will meet in regular session in the Council Chambers of the Aurora Municipal Center on designated Mondays at 6:45 p.m., and on such other days and at such other times as may be chosen by City Council at the last meeting of the calendar year, unless otherwise determined at a prior meeting. Once defined, changes to the calendar can only occur under the Special Meeting Rules set forth in A(2) or with a 2/3 vote of the City Council. A.1. Council Rules of Order and Proceedure (Bajorek).

2026 Council Calendar - DRAFT

January		February		March		April	
5	No meeting	2	No meeting	2	No meeting	**6**	**Council Meeting**
12	**Council Meeting**	**7**	**Winter Workshop**	**9**	**Council Meeting**	13	No meeting
19	No meeting - Holiday	**9**	**Council Meeting**	16	No meeting	**20**	**Council Meeting**
26	**Council Meeting**	16	No meeting - Holiday	**23**	**Council Meeting**	27	No meeting
		23	**Council Meeting**	30	No meeting		
1	New Year's Day (offices closed)	16	Presidents Day (offices closed)		NLC Conference	1-9	Passover
19	MLK Jr. Day (offices closed)			9-13	Aurora Public Schools spring break	5	Easter
	State of the Base			16-20	Cherry Creek Schools spring break		

May		June		July		August	
4	**Council Meeting**	1	No meeting	6	No meeting	3	No meeting
9	**Spring Workshop**	**8**	**Council Meeting**	**13**	**Council Meeting**	**10**	**Council Meeting**
11	No meeting	15	No meeting	20	No meeting	17	No meeting
18	**Council Meeting**	**22**	**Council Meeting**	**27**	**Council Meeting**	**24**	**Council Meeting**
25	No meeting - Holiday	29	No meeting			31	No meeting
				3	Independence Day Observed (closed)		
13-15	Accelerate Colorado	13	Global Fest	4	Independence Day (offices closed)		
18-20	ICSC Conference	19	Juneteenth (offices closed)				
25	Memorial Day (offices closed)	23-26	CML Conference				

September		October		November		December	
7	No meeting - Holiday	**3**	**Fall Workshop (budget)**	2	No meeting	**7**	**Council Meeting**
9	**SSS: Budget Presentations**	5	No meeting	**9**	**Council Meeting**	14	No meeting
14	**Council Meeting**	**12**	**Council Meeting**	16	No meeting	**21**	**Council Meeting**
21	No meeting	19	No meeting	**23**	**Council Meeting**	28	No meeting
28	**Council Meeting**	**26**	**Council Meeting**	30	No meeting		
				11	Veteran's Day (offices closed)		ICSC Recon
7	Labor Day (offices closed)	17-21	ICMA Conference		NLC City Summit	4-12	Hanukkah
11-13	Rosh Hashanah		AEDC A-List Dinner	26	Thanksgiving (offices closed)	25	Christmas Day (offices closed)
20-21	Yom Kippur	31	Halloween	27	Day after Thanksgiving (offices closed)	31	New Years Eve

Council Meeting / Study Session (24) | Special Study Session (1) | Workshop (3)

To be Approved - Dec. 15, 2026

CITY OF AURORA
Council Agenda Commentary

Item Title: Consideration to Appointment of Members to the Citizens' Advisory Budget Committee
Item Initiator: Kadee Rodriguez, City Clerk
Staff Source/Legal Source: Kadee Rodriguez, City Clerk / Tim Joyce, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Connected and Engaged: Providing programming, learning resources, and amenities that reflect the rich history and contributions of our vibrant communities.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 12/15/2025

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 and Move Forward to Regular Meeting

☒ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

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 Citizens' Advisory Budget Committee is established for the purpose of making studies of all phases of the budget of the City and to make recommendations and reports to the Cgouncil, in connection with any phase of the budget which has received the consideration of the Committee.

The term of appointment of each member of the Committee shall be from the date of appointment to the expiration of the term of the council member making the appointment. A council member may excuse one or both appointees by giving written notification of such fact to the affected member.

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

Each council member is entitled to make two (2) appointments. Upon the election of new councilmembers, the new members shall make their appointments before January 1.

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

Who do the new council members wish to appoint to the CABC?

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) Appointments to the Citizen's Advisory Budget Committee shall be made by Council, with each Council Member entitled to make two appointments. Upon the election of new Council Members in the general election, the new members shall make their appointments before January 1. If a Council Member is appointed or elected other than at the time of the general election the new Council Member shall make his or her appointments within sixty days of taking office. (City Code § 2-623) Committee member's term shall be from the date of the appointment to the expiration of the term of the Council Member making the appointment. (City Code §§ 2-625 and 2-772) A Council Member may at any time excuse one or both appointees to the committee by giving written notice to the affected member. (City. Code § 2-625) A vacancy shall be filled by the Council Member making the original appointment. (City Code § 2-626) (TJoyce)

CITY OF AURORA
Council Agenda Commentary

Item Title: Appointment of Members to the Business Advisory Board
Item Initiator: Kadee Rodriguez, City Clerk
Staff Source/Legal Source: Kadee Rodriguez, City Clerk / Tim Joyce, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Connected and Engaged: Providing programming, learning resources, and amenities that reflect the rich history and contributions of our vibrant communities.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 12/15/2025

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 and Move Forward to Regular Meeting

☒ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

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 Business Advisory Board is established for the purpose of advising City Council on the economic and business impact of City legislative and regulatory actions.

The Business Advisory Board consists of 11 persons appointed by City Council. All members or their employers shall be members of the Aurora business community. Whenever possible, the mayor's appointee shall also be a member of the financial services industry. Pursuant to Section 2-769 of the City Code, otherwise qualifying members need not be residents of the city.

The term of appointment of each member of the Business Advisory Board shall be from the date of appointment to the expiration of the term of the council member making the appointment. The board members serve at the pleasure of their respective appointing council member. Any vacancies occurring on the BAB shall be filled by the council member making the original appointment.

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

Newly elected council members make their appointment before January 1st. Each council member is entitled to make one (1) appointment.

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

Who do the newly elected council members wish to appoint to the Business Advisory Board?

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 Business Advisory Board shall consist of eleven persons appointed by City Council. All members or their employers shall be members of the Aurora business community. Whenever possible, the Mayor appointee shall also be a member of the financial services industry. Pursuant to City Code § 2-769, otherwise qualifying members need not be residents of the City. (City Code § 26-28) The term of appointment of each board member shall be for concomitant with the term of the Council Member making the appointment. (City Code § 2-772) (TJoyce)

Business Advisory Board					
Appointing Council Member	**Ward**	**Last Name**	**First Name**	**Position**	**Term Begins**
Murillo	I	Fryberger	Robert	Member	12/1/2021
Kassaw	At Large	Lamb	John	Member	12/1/2021
Sundberg	N/A	Patel	Hitesh	Member	12/1/2021
Medina	III	Woodson	Sarah	Member- Vice Chair	12/1/2021
Jurinsky	At Large	Horiuchi	Chance	Member	12/1/2021
Coombs	At Large	Reding	Michelle	Member	12/1/2023
Coffman	Mayor	Walls	Garrett	Member- Chair	12/1/2023
Hancock	IV	Boyd	Joel	Member	12/1/2023
Gardner	N/A	Nguyen	Thoa	Member	12/1/2023
Bergan	VI	Liles	Martin	Member	12/1/2023
Lawson	V	Sarwal	Alok	Member	12/1/2023

Term Ends
11/30/2025
11/30/2025
11/30/2025
11/30/2025
11/30/2025
11/30/2027
11/30/2027
11/30/2027
11/30/2027
11/30/2027
11/30/2027