

NOTICE OF COUNCIL MEETING

VIRTUAL MEETING (Open to the Public) Monday, May 19, 2025

Members of the Aurora City Council will participate remotely in the May 19, 2025 Council Meeting. Members of the public and media are invited to view or listen live through the options listed below.

www.auroraTV.org
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Cable Channels 8 and 880 in Aurora

Call: 885-695-3475

Call-in Participation

Council Meeting – Public comment is welcome during the Council Meeting for items appearing on the agenda. Individuals are allotted a maximum of three (3) minutes to speak. Aurora residents are given priority and placed before non-resident speakers when proof of residency is provided to the city clerk.

Public Comment Listening Session -Public Comment is welcome during the Public Comment Listening Session on non-agenda matters of City concern. Individuals are allotted a maximum of two (2) minutes to speak. Aurora residents are given priority and placed before non-resident speakers when proof of residency is provided to the city clerk.

Individuals may call the live public comment line at 855-695-3475 and press *3 to reach the operator. The public call-in line opens at 5:15 p.m. on the day of the Council Meeting.

- Individuals calling in to comment during the Public Comment Listening Session must call in and be in the queue by 5:45 p.m.
- Individuals calling to comment on agenda items during the Council Meeting must call in and be in the queue before the city clerk reads the agenda item title. Once the title is read, no additional calls for that item will be accepted.

Translation/Accessibility

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

If you are in need of an interpreter, please contact the Office of International and Immigrant Affairs at 303-739-7521 by Monday, May 19, 2025 at 9:00 a.m. (Si necesita un intérprete, comuníquese con la oficina de asuntos internacionales e inmigrantes en 303-739-7521 por el domingo anterior a la reunion del lunes.)



City of Aurora, Colorado

Monday May 19, 2025

EXECUTIVE SESSION

(Closed to the Public) VIRTUAL ONLY 4:00 p.m.

STUDY SESSION OF THE AURORA CITY COUNCIL

(Open to the Public) VIRTUAL ONLY 4:45 p.m.

PUBLIC COMMENT LISTENING SESSION

(Open to the Public) VIRTUAL ONLY 6:00 p.m.

REGULAR MEETING OF THE AURORA CITY COUNCIL

(Open to the Public) VIRTUAL ONLY 6:45 p.m.



9.c.1

and Refugee Commission

AGENDA

Regular Meeting of the Aurora City Council

Monday, May 19, 2025, 6:45 p.m. VIRTUAL MEETING

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Finaliz	zing of Ordinances	
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10.b.1 GERP Code Amendments Relating to Short-Term and Long-Term Disability

2025-42 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS 102 AND 147 OF THE CITY CODE OF THE CITY OF AURORA PERTAINING TO UPDATES TO THE GENERAL EMPLOYEES RETIREMENT PLAN

Nancy Wishmeyer, Controller, Finance / Hanosky Hernandez, Senior Assistant City Attorney

10.b.2 Stanley 98 Street Vacation 3.0

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2025-44 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, REPEALING ORDINANCE NO. 2025-15 AS A DUPLICATE OF ORDINANCE NO. 2025-13 DUE TO AN ADMINISTRATIVE ERROR AND CORRECTING SAID ERROR WITH THIS ORDINANCE VACATING A PORTION OF A 16-FOOT WIDE ALLEY RIGHT-OF-WAY, N BLOCK 104 DEDICATED BY THE PLAT OF JOHNSON-HICKAM SUBDIVISION AT RECEPTION NUMBER 480782, SITUATED IN THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M. LOCATED NORTH OF EAST 25TH AVENUE, AND BETWEEN JAMAICA STREET AND JOLIET STREET (STANLEY 98 STREET VACATIONS)

Ariana Muca, Planner III, Planning and Business Development / Lena McClelland, Assistant City Attorney

10.b.3 Property Acquisitions - Aero 70 Project

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2025-45 AN ORDINANCE AUTHORIZING THE CITY OF AURORA, COLORADO, TO EXERCISE THE POWER OF EMINENT DOMAIN FOR ACQUISITION OF CERTAIN REAL PROPERTY INTERESTS NECESSARY FOR THE AERO 70 PROJECT

Hector Reynoso, Real Property Services Manager, Public Works / Michelle Gardner, Senior Assistant City Attorney

11. PUBLIC HEARINGS

Public hearings with or without related ordinances.

12. INTRODUCTION OF ORDINANCES

12.a Neglect or Derelict Code

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2025-46 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING CHAPTER 62 OF THE CITY CODE RELATED TO NEGLECTED OR DERELICT BUILDINGS OR PROPERTY

Sponsor: Stephanie Hancock, Council Member

Jessica Prosser, Director, Housing and Community Services / Angela Garcia, Senior Assistant City Attorney

12.b Court Administration - Case Management Name Change to Court Services

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2025-47 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 50-137 OF THE CITY CODE PERTAINING TO CHANGING THE NAME OF ONE OF THE DEPARTMENTS THE COURT ADMINISTRATOR PROVIDES MANAGEMENT, ORGANIZATION AND FINANCIAL CONTROL OF FROM CASE MANAGEMENT TO COURT SERVICES

Candace Atkinson, Director, Court Administration and Detention / Angela Garcia, Senior Assistant City Attorney

13. FINALIZING OF ORDINANCES

Ordinances not approved unanimously at first reading.

13.a 2025 Spring Supplemental

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2025-43 AN ORDINANCE OF THE CITY OF AURORA, COLORADO APPROPRIATING SUMS OF MONEY IN ADDITION TO THOSE APPROPRIATED IN ORDINANCE NOS. 2023-52, 2024-18, AND 2024-80 FOR THE 2024 FISCAL YEAR AND ORDINANCE NO. 2024-72 FOR THE 2025 FISCAL YEAR

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

14. ANNEXATIONS

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14.a First Creek Pond Annexation

2025-48 A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE ANNEXING A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO. 56.508 ACRES

Justin Andrews, Project Manager, Development Services / Brian Rulla, Assistant City Attorney

15. RECONSIDERATIONS AND CALL UPS

16. GENERAL BUSINESS

16.a Discussion and Possible Action Regarding Future In-Person or Virtual Council Meetings

Peter Schulte, City Attorney

17. REPORTS

- 17.a Mayor
- 17.b Council
- 18. ADJOURNMENT

MINUTES

Regular Meeting of the Aurora City Council

Monday, May 5, 2025

Mayor CoffmanAmsalu KassawFrançoise BerganAngela LawsonAlison CoombsRuben Medina

Curtis Gardner Crystal Murillo Stephanie Hancock Steve Sundberg

Danielle Jurinsky

1. CALL TO ORDER

COUNCIL MEMBERS

PRESENT:

Mayor Coffman reconvened the regular meeting of the City Council at 6:45 p.m.

2. ROLL CALL

3. <u>INVOCATION/MOMENT OF SILENCE</u>

Mayor Coffman led in prayer for the May 5, 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 litigation was discussed.

6. APPROVAL OF MINUTES

6.a April 21, 2025 Meeting Minutes

Moved by: Steve Sundberg

Second by: Amsalu Kassaw

Does Council wish to approve the minutes of the April 21, 2025 meeting?

Voting Aye: (11): Mayor Coffman, Françoise Bergan, Alison Coombs, Curtis Gardner, Stephanie Hancock, Danielle Jurinsky, Amsalu Kassaw, Angela Lawson, Ruben Medina, Crystal Murillo, and Steve Sundberg

7. PROCLAMATIONS OR CEREMONIES

8. ADOPTION OF THE AGENDA

Moved by: Amsalu Kassaw

Second by: Angela Lawson

Does Council wish to adopt the agenda as presented?

Voting Aye: (11): Mayor Coffman, Françoise Bergan, Alison Coombs, Curtis Gardner, Stephanie Hancock, Danielle Jurinsky, Amsalu Kassaw, Angela Lawson, Ruben Medina, Crystal Murillo, and Steve Sundberg

9. **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: Alison Coombs

Second by: Angela Lawson

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

Voting Aye: (11): Mayor Coffman, Françoise Bergan, Alison Coombs, Curtis Gardner, Stephanie Hancock, Danielle Jurinsky, Amsalu Kassaw, Angela Lawson, Ruben Medina, Crystal Murillo, and Steve Sundberg

- 9.a Motions
- 9.b Planning Matters
- 9.c Appointments to Boards and Commissions
 - 9.c.1 Consideration to Appoint One (1) Youth Member to the Aurora Youth Commission

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

9.c.2 Consideration to Remove One (1) Adult Member from the Aurora Youth Commission

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

9.c.3 Consideration to Appoint One (1) Member to the Human Relations Commission

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

10. 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: Alison Coombs

Second by: Ruben Medina

Does Council wish to approve the Resolutions and Ordinances Consent Calendar with Items 10.a.5 and 10.a.6 removed for discussion?

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.1Buckley Space Force Unmanned Aircraft Systems (UAS) Intergovernmental Agreement (IGA)

R2025-42 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE AURORA POLICE DEPARTMENT, THE FBI, AND BUCKLEY SPACE FORCE BASE, COLORADO

Chris Juul, Deputy Chief, Police / Megan Platt, Deputy City Attorney

10.a.2Adams County Cooperative Agreement

R2025-43 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE AURORA POLICE DEPARTMENT AND ADAMS COUNTY ADULT PROTECTIVE SERVICES

Todd Chamberlain, Chief, Police / Megan Platt, Deputy City Attorney

10.a.338th Avenue Reimbursement Agreement

R2025-44 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING AN AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO, AND MAJESTIC COMMERCENTER II, LLC, A DELAWARE LIMTED LIABILITY COMPANY REGARDING ROADWAY CONSTRUCTION AND COST REIMBURSEMENT

Waiver of reconsideration requested, since the funding for the reimbursement has been approved through the council budgeting process, and the waiver will allow the project to move to construction expeditiously.

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

10.a.4 Firefighter Trust Legislation SB24-089

R2025-45 A RESOLUTION OF THE AURORA CITY COUNCIL ADOPTING AND ENTERING INTO THE TRUST AGREEMENT FOR THE COLORADO FIREFIGHTER HEART, CANCER, AND BEHAVIORAL HEALTH BENEFITS TRUST AND TAKING OTHER ACTIONS IN CONNECTION THEREWITH

Renee Pettinato Mosley, Senior Manager of Risk, Finance / Kim Skaggs, Assistant City Attorney

10.a.5 Rules of Order and Procedure: Amendment Concerning Council Member Testimony

R2025-46 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 CONCERING PUBLIC COMMUNICATION

Sponsor: Angela Lawson, Council Member

Liz Rogers, Intergovernmental Relations Manager, General Management / George Koumantakis, Deputy City Attorney

CM Lawson explained that this resolution would put some type of parameter into the rules regarding testimony of council members when they go to legislature to testify. She stated that as the FSIR Chair for the past 9 years, she has seen inconsistencies on how individuals are testifying. She shared that some people on Council may do this because they do not like the chair or what came out of the committee in terms of positions. She said even if a council member does not like the person, decisions, or positions that came from legislative actions, they still need to respect the actual committee. She gave an example that some people have testified and said they were testifying in their individual capacity and on behalf of their constituents and not on behalf of City Council or the legislative committee. CM Lawson asked the city attorney if that makes the line gray of where a council member is crossing the line.

G. Koumantakis responded that if this resolution passes, yes, that would cover what she is concerned about. He expressed that the way Council rules are now, it has the potential to mislead the legislators they are testifying in front of to make them believe that all constituents have concerns about that specific legislation.

She asked how it is presenting if they state they are there in an individual capacity as an Aurora City Council Member representing their ward and urging a certain vote.

G. Koumantakis answered that if the FSIR Committee and Council as a whole has taken a different position, the Council Member would be in direct violation of the Council rules.

CM Lawson explained that this resolution would add the parameter that when a council member is testifying, they can still say they are speaking in their individual capacity and expressing their own view, but not those of the City Council or their constituents. She added that will give future Chairs and Councils a basic idea of what they can do if they choose to go forward with any kind of censure.

CM Coombs stated that when she goes down to the legislature to take a position on an issue or an item, it has never been about a personal feeling toward the Chair or members of the committee, but often due to opposition to the positions taken. She said it is not personal and apologized if that has ever been the sentiment that has come across. She said she does not oppose all of this, but if she were to use the sample statement, which states that they are not speaking on the views of their constituents, that would be a lie, as she has conversations with constituents that support her same positions. She suggested to strike "or the Council Members constituents" and replace it with "and may not state that they are speaking for their constituents". She offered that as a friendly amendment.

CM Lawson accepted the friendly amendment.

CM Bergan understood what CM Coombs was saying, but she did not think that the word constituents should be used at all when testifying, and should just be testifying on their individual basis. She suggested saying their name and that's it, and that they should not wear their name badges that are given as City Council Members.

Mayor Coffman voiced that the purpose of the resolution is to just have clarifying language that when testifying on a position that is not the City's position or the FSIR Committee, that they clearly identify they are not representing the city. He said they can be silent on the constituent issue, as this is just to have a clean, concise statement that someone reads before testifying.

CM Murillo was not opposed to adding some clarity, but said it is confusing and a slippery slope on the last part. She expressed that she has always been very clear that she is there in an individual capacity, but she wondered if there are some unintended consequences. She stated that it is a fact that she is an Aurora City Council Member, and she does not claim to represent the full opinion of the City Council, but as a representative of her district, whether they say representing their constituents or not, she is concerned with the direction of this. She said her testimony has nothing to do with

trying to be contrary to the City's position, but if a community group in her community asks her to advocate for a particular bill and it aligns with her beliefs, she will go and do what they ask her to do, so she is worried that this is a gag order and unintended consequences to impede on her ability for freedom of speech and being able to identify herself. She expressed that she does not understand why she cannot say she is speaking in her individual capacity, that she is a city council member, and that she does advocate for a certain position.

CM Lawson responded that she does not think it feels like a gag order. She said she has testified at the legislature before and people have asked her to testify on certain positions and it is not for the city, but she only says, "I am Angela Lawson", and does not go in to say she is a council member. She added that she has testified on behalf of the City because she is the FSIR Chair, but when going down there individually, she has never said she is a council member and only says her name, that she is there in her own capacity, and representing a position on a bill. She voiced that she is not trying to take anyone's rights away, and this is just something that causes a lot of confusion.

P. Schulte explained that under the First Amendment, this is not a gag order. He said that if their testimony and how they introduce themselves gives themselves a little bit more credibility than the average citizen, that is what this resolution is trying to prevent. He stated that a lot of the representatives and senators know who they are, but by stating they are there as an individual and not representing constituents or being a council member will put them on the same level playing field if the City has taken a position that is contrary to their position. He added that from a legal perspective, this is fine the way it is written, because they are not preventing anyone from going down on their individual capacity to speak on something, but you're not representing yourself as a council member.

CM Lawson asked if CM Coombs friendly amendment be a slippery slope.

P. Schulte answered no.

CM Coombs asked with the friendly amendment, wouldn't they also strike "or my constituents" from the example text, as they should not even be saying constituents at all whether it is don't or do.

P. Schulte responded that it would be acceptable. He asked CM Coombs to read into the record what it would say without that.

CM Coombs read "I, Alison Coombs, am speaking in my individual capacity, expressing my own views and not those of the City Council."

P. Schulte said that would accomplish the goal of CM Lawson.

CM Murillo asked P. Schulte if he stated that the intent was to limit the power of the individual council member.

P. Schulte clarified that what he said was that if they are speaking as a council member, they are potentially giving themselves more credibility than a regular citizen.

CM Murillo responded that she is a council member and was elected, so she does not understand why that would be a problem.

P. Schulte said he understood but he is talking from a legal perspective, not a political perspective.

CM Murillo stated that she is also talking about her obligation and duty to represent her community and to state facts.

P. Schulte responded that every time he has been at the legislature this year, everyone on the Council has been introduced as a council member and that is totally fine, but when someone gets introduced as a council member and they state the recommended sentence in this rule if it passes, they will be in compliance.

CM Murillo voiced she is concerned that if she states she is an Aurora City Council Member, will she be censured or have a gag order to express her opinion on a bill.

CM Lawson expressed that it gives an option, but that does not mean that they can censure them.

CM Murillo said there is a lot of emphasis on individuals, so it feels suspect to think this is more than focusing on specific individuals. She explained that what concerns her is, like they have now, a majority has green lit a lot of questionable actions by colleagues and have not chosen to censure or create any type of punishment for an opinion that they agree with, and are going to drown out the minority perspective. She added that she is very concerned that this will set up a precedent of a slippery slope or could be used as a gag order, which feels highly undemocratic. She supported adding clarity, but she wanted to know if she will be able to state that she is an Aurora City Council Member when giving testimony, as that is why people ask her to give testimony and her opinion, because she is not an average person with perspective and represents constituents.

CM Lawson called for the question to end debate.

CM Murillo asked for a point of order.

CM Coombs called for a point of order.

CM Lawson expressed that she already called to end debate.

P. Schulte explained that he cannot answer any more questions, as the call for the question has already been made, and CM Lawson was recognized by the mayor, with the motion pending. He said if the motion fails, then he can answer questions, but the motion to end debate stops everything and that is where they are right now, and it is non-debatable.

CM Murillo asked her colleagues to support that so they can get some clarification, as this is embarrassing and disrespectful.

Moved by: Angela Lawson

Second by: Amsalu Kassaw

Does Council wish to support the approval of the Rules of Order and Procedure: Amendment Concerning Council Member Testimony with the friendly amendment?

Friendly Amendment: Strike on behalf of constituents under Public Communication and example statement

Voting Aye: (8): Françoise Bergan, Curtis Gardner, Stephanie Hancock, Danielle Jurinsky, Amsalu Kassaw, Angela Lawson, Ruben Medina, and Steve Sundberg

Voting Nay: (2): Alison Coombs, and Crystal Murillo

Moved by: Angela Lawson

Second by: Françoise Bergan

Does Council wish to approve the motion to end the debate?

Voting Aye: (9): Mayor Coffman, Françoise Bergan, Curtis Gardner, Stephanie Hancock, Danielle Jurinsky, Amsalu Kassaw, Angela Lawson, Ruben Medina, and Steve Sundberg

Voting Nay: (2): Alison Coombs, and Crystal Murillo

CM Coombs stated that she voted no to her amendment because an answer was not given on if it was censurable to say they are a member of the city council and there in their individual capacity.

CM Murillo called for a point of order. She asked if yelling and screaming, throwing a temper tantrum part of the rules of the quorum.

10.a.6 Rules of Order and Procedure: Amendment Concerning Virtual Meetings

R2025-47 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 VIRTUAL ATTENDANCE AT CITY COUNCIL MEETINGS; CAMERAS AND RECORDING DEVICES IN THE CHAMBERS; AND ONE PERSON AT THE PODIUM

Sponsor: Françoise Bergan, Council Member

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

CM Bergan offered a motion to amend 10.a.6 to strike Section 2(a) that is regarding the videotaping.

Staff gave a brief presentation on the item.

Council heard public comment on the agenda related item.

CM Bergan pointed out that whether it is a school board meeting or any other city council meeting that has happened, there has always been one person at the podium, as that is standard and respectful. She voiced that having multiple people is a safety issue. She explained that even though they have police officers in the chamber, they would have to watch multiple people at the podium versus the one person and watching the audience, which is why this is being brought forward. She noted that she did make the exception for a child being accompanied by a parent or an interpreter. She added that no one on this Council or previous Council has ever given notice when they have allowed virtual meetings, and the 24 hours does not make sense, because if someone is sick or their car breaks down within the 24 hours timeframe, they will be in violation of that rule, which is why she asking for it to be removed.

CM Coombs voiced that there was discussion already this evening about the balance of power and what is appropriate, and even with their state legislature at the well, there are multiple people there for support on a regular basis. She said what this is saying is that elected officials are entitled to that show of support physically, but people are not. She stated that a relevant point was made earlier about what the balance of power is between us as elected officials and the people that we represent. She added that it is believed that because we have the power to govern, that means we should have more power than the people who put us here, and that shows priorities, understanding of power, service and leadership, and responsibility being misguided, imbalanced, and pointed in the wrong direction, as there is no reason why the people in our community should not be able to show each other support in the same way elected officials do.

CM Medina said that he is not going to run and hide from community, because he is not afraid of community and is in the

community all the time. He added that he is probably one of the only council members that does not have a podium at his council meetings purposefully because of the power dynamics. He explained that everything he does is in a circle of chairs so that they are all equal and he allows people to speak whether they agree or disagree with him, as it is about them working collectively together to solve problems.

CM Hancock called for the question.

CM Murillo offered a friendly amendment to add an exception for people with disabilities or that have some sort of impairment that may need assistance.

CM Bergan asked if that would be someone with a physical disability, like someone with a wheelchair that needs assistance.

CM Murillo responded potentially, as there are also people with mental disabilities.

CM Bergan voiced that she would accept the amendment for only physical disabilities, as it would be difficult to discern any other type.

CM Murillo accepted that.

CM Hancock accepted that as well.

CM Coombs asked for clarification that they agreed to physical disability only rather than disability period.

Mayor Coffman answered that is correct.

CM Coombs added that is deeply problematic and probably discriminatory.

P. Schulte asked if they could make it any acceptable disability under the ADA.

CM Murillo expressed that she would support that if the sponsor would.

CM Bergan said no, as she cannot be going into the unknown at this point and agreed to just the friendly amendment of physical disability.

CM Murillo asked if this would apply to the listening sessions since they have removed them from the agenda.

P. Schulte answered that it does apply to the listening sessions and the council meetings.

CM Murillo inquired how a violation would be enforced.

P. Schulte responded that because they have security officers that work for the City that are able to enforce house rules, they could stand

by and not let people pass them, and if they get assaulted or pushed away, the police could arrest those individuals.

CM Hancock called for the question.

Moved by: Françoise Bergan

Second by: Stephanie Hancock

Does Council wish to support the approval of the resolution for Rules of Order and Procedure: Amendment Concerning Virtual Meetings as amended?

Friendly Amendments:

• Remove Section 2

• Add exception for individuals with physical disabilities

Voting Aye: (6): Françoise Bergan, Curtis Gardner, Stephanie Hancock, Danielle Jurinsky, Amsalu Kassaw, and Steve Sundberg

Voting Nay: (4): Alison Coombs, Angela Lawson, Ruben Medina, and

Crystal Murillo

Moved by: Stephanie Hancock

Second by: Françoise Bergan

Does Council wish to approve the motion to end the debate?

Voting Aye: (8): Mayor Coffman, Françoise Bergan, Curtis Gardner, Stephanie Hancock, Danielle Jurinsky, Amsalu Kassaw, Angela Lawson, and Steve Sundberg

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

10.a.7W2 Dillon Companies, LLC Incentive

R2025-48 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO ("CITY") AND DILLON COMPANIES, LLC

Sponsor: Steve Sundberg, Council Member

Tom Oldenburg, Project Manager, Planning and Business Development / Rachel Allen, Deputy City Attorney

10.a.82025 Central Colorado Mountains River Basin Weather Modification Intergovernmental Agreement (IGA)

R2025-49 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE CENTRAL COLORADO

MOUNTAINS RIVER BASIN WEATHER MODIFICATION PROGRAM COST-SHARING AGREEMENT

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

10.a.9 Fourth Amendment to Drainage and Flood Control Improvements Intergovernmental Agreement (IGA) for Cherry Creek Restoration at Arapahoe Road

R2025-50 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF THE FOURTH AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO ACTING BY AND THROUGH ITS UTILITY ENTERPRISE, THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT, D/B/A MILE HIGH FLOOD DISTRICT, SOUTHEAST METRO STORMWATER AUTHORITY, THE CHERRY CREEK BASIN WATER QUALITY AUTHORITY, AND ARAPAHOE COUNTY REGARDING FINAL DESIGN, RIGHT-OF-WAY ACQUISITION, AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR CHERRY CREEK RESTORATION AT ARAPAHOE ROAD

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

10.a.10Joint Wet Weather and Discharge Permit Activities Intergovernmental Agreement (IGA)

R2025-51 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF AN INTERGOVERNMENTAL AGREEMENT AMONG THE CITY OF AURORA, COLORADO, BY AND THROUGH ITS UTILITY ENTERPRISE, THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT, D/B/A MILE HIGH FLOOD DISTRICT, THE CITY AND COUNTY OF DENVER, AND THE CITY OF LAKEWOOD REGARDING FUNDING OF JOINT WET WEATHER MONITORING AND OTHER COLORADO DISCHARGE PERMIT ACTIVITIES

Todd Brewer, Deputy Director of Water Quality and Treatment, Aurora Water / Ian Best, Assistant City Attorney

10.b Finalizing of Ordinances

Ordinances approved unanimously at first reading.

11. PUBLIC HEARINGS

Public hearings with or without related ordinances.

11.a Urban Cottages Jewell - Zoning Map Amendment

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)

This item was continued to the July 14, 2025 City Council Meeting

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

11.b Amendments to Crestone Peak Resources Operator Agreement

R2025-52 A PUBLIC HEARING AND CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT FOR REVISIONS TO EXHIBITS A AND B OF THE CRESTONE PEAK RESOURCES OPERATOR AGREEMENT

Jeffrey Moore, Manager, Energy and Environment Division / David Scott, Assistant City Attorney

Outside Speaker: Dan Harrington, Asset Development Manager, Civitas Resources

Mayor Coffman opened the public hearing.

Staff gave a brief presentation on the item.

Mayor Coffman closed the public hearing.

Moved by: Alison Coombs

Second by: Angela Lawson

Does the Council wish to support the approval of the resolution to revise Exhibits A and B of the Crestone Peak Resources Operator Agreement?

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

11.c Quiktrip 4263 Site Plan Appeal

A PUBLIC HEARING AND CONSIDERATION WITHOUT RELATED ORDINANCE TO CONSIDER AN APPEAL BY THE APPLICANT REGARDING THE PLANNING AND ZONING COMISSION DECISION OF DENIAL FOR THE QUIKTRIP 4263 SITE PLAN AND CONDITIONAL USE

James Schireman, Planner I, Planning and Business Development / Lena McClelland, Assistant City Attorney

Mayor Coffman opened the public hearing.

Staff gave a brief presentation on the item.

CM Hancock recused herself from any discussion, vote, or anything to do with the Quiktrip resolutions, as she participated in a quasi-judicial meeting where she made her position known.

The applicant asked for a continuance for two months, as they are going to engage more with the community and are working on a couple of modifications to the site plan.

Mayor Coffman closed the public hearing.

Moved by: Alison Coombs

Second by: Angela Lawson

Does Council wish to continue this item to the July 14th, 2025 Council 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

11.d Quiktrip 4263 Conditional Use Appeal

A PUBLIC HEARING AND CONSIDERATION WITHOUT RELATED ORDINANCE TO CONSIDER AN APPEAL BY THE APPLICANT REGARDING THE PLANNING AND ZONING COMISSION DECISION OF DENIAL FOR THE QUIKTRIP 4263 SITE PLAN AND CONDITIONAL USE

James Schireman, Planner I, Planning and Business Development / Lena McClelland, Assistant City Attorney

CM Hancock continued her recusal for this item.

Mayor Coffman opened the public hearing.

Staff gave a brief presentation on the item.

The applicant concurred with a continuance to July 14th.

Mayor Coffman closed the public hearing.

Moved by: Alison Coombs

Second by: Angela Lawson

Does Council wish to continue this item to the July 14th, 2025 Council 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

CM Coombs asked about ex parte communications. She explained that a constituent called her wanting to talk about Quiktrip, but she did not respond to their call. She asked if she should refrain from doing that.

P. Schulte answered yes.

CM Coombs asked if a council member could attend public meetings as the applicant is engaged in their public meetings to hear the discussion that from those meetings and if they are allowed to be informed of when those meetings happen.

P. Schulte responded they should not attend those meetings because they are outside of this process.

CM Coombs asked if information could be provided to Council in advance about the public meetings and what took place in them so they can question and interrogate in that quasi-judicial capacity.

P. Schulte stated that if they do not get information about meetings that they appellant produces, they will have strong questions for them on July 14th, but it would be their obligation, as there are a variety of ways for them to bring evidence to the Council.

CM Coombs requested that they have robust information about the content of those meetings so they can have that conversation in the proper form.

12. INTRODUCTION OF ORDINANCES

12.a GERP Code Amendments Relating to Short-Term and Long-Term Disability

2025-42 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS 102 AND 147 OF THE CITY CODE PERTAINING TO UPDATES TO THE GENERAL EMPLOYEES RETIREMENT PLAN

Nancy Wishmeyer, Controller, Finance / Hanosky Hernandez, Senior Assistant City Attorney

Staff gave a brief presentation on the item.

Moved by: Alison Coombs

Second by: Angela Lawson

Does the Council support the approval of the GERP Code Amendment Relating to Short-Term and Long-Term Disability?

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

Council took a brief recess.

12.b 2025 Spring Supplemental

2025-43 AN ORDINANCE OF THE CITY OF AURORA, COLORADO APPROPRIATING SUMS OF MONEY IN ADDITION TO THOSE APPROPRIATED IN ORDINANCE NOS. 2023-52, 2024-18, AND 2024-80 FOR THE 2024 FISCAL YEAR AND ORDINANCE NO. 2024-72 FOR THE 2025 FISCAL YEAR

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

Staff gave a brief presentation on the item.

CM Gardner asked if the \$5.4 million for the security expansion and fire alarm replacement has been funded or if it would require a transfer from the Capital Projects Fund. He noted he was disappointed that this question was also asked in the Management and Finance Meeting last month and it was not made clear.

Court administrator explained the request is not currently funded. She said there were some possible changes to it, where \$1 million for the fire alarm system was maybe not needed, so that would reduce the request by \$1 million, plus contingency. She noted that this came forward prior when the estimate was lower, and they wanted to bring it forward after they had more final numbers.

CM Coombs asked what the process for approving the rest of the items without that and how they would split that up.

J. Batchelor responded that it is broken down in the supplemental and listed as three projects under court admin, with the design listed as Project 1, ADA as Project 2, and the expansion for security and fire alarms listed as Project 3. So, if Council passes the Appropriation, they would probably see if they could find funding for that in the CPF, but alternatively, Council could say this is a discussion better had as part of the 2026 budget.

CM Gardner stated that to him this seems like more of a conversation they should be having as part of Build Up Aurora, as they are going through a process right now to look at capital needs in the City and public safety is going to be high on that list, and this should be prioritized with all of the other capital needs. He supported removing this item from the Spring Supplemental and pushing the discussion into the Build Up Aurora process.

CM Bergan asked how much it would be to just fund the fire alarms, as that seems to be a very important aspect to public safety.

J. Batchelor answered that it is something they are continuing to look at. He explained that the fire alarm system in the Courts Building is so old that it is connected to the police headquarters building and history museum, so they are all operating off of one fire alarm system, which does not meet current code. He added they are looking at if they should break out the fire alarm system for all three buildings and have that be a separate project from the expansion for the physical security of the Courts Building, but either way the expansion would probably trigger that requirement.

CM Bergan asked if they could bring the fire alarms to code without having to do the entire expansion.

J. Batchelor responded that they would essentially have two separate projects, one being a fire alarm project for the three buildings, which would be about \$1 million, and the second being a physical expansion of the Courts Building for about \$4.4 million.

CM Bergan expressed she was hoping they could use some potential ARPA dollars for the fire alarms, but it does not sound like that possible.

J. Batchelor explained the ARPA dollars are already fully committed.

Moved by: Alison Coombs

Second by: Angela Lawson

Does the Council wish to support the approval of the Spring Supplemental Ordinance as amended?

Amendment: Court Administration building expansion capital project 3 removed

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

Voting Nay: (1): Danielle Jurinsky

12.c Stanley 98 Street Vacation 3.0

2025-44 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, REPEALING ORDINANCE NO. 2025-15 AS A DUPLICATE OF ORDINANCE NO. 2025-13 DUE TO AN ADMINISTRATIVE ERROR AND CORRECTING SAID ERROR WITH THIS ORDINANCE VACATING A PORTION OF A 16-FOOT WIDE ALLEY RIGHT-OF-WAY, N BLOCK 104 DEDICATED BY THE PLAT OF JOHNSON-HICKAM SUBDIVISION AT RECEPTION NUMBER 480782, SITUATED IN THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M. LOCATED NORTH OF EAST 25TH AVENUE,

AND BETWEEN JAMAICA STREET AND JOLIET STREET (STANLEY 98 STREET VACATIONS)

Ariana Muca, Planner III, Planning and Business Development / Lena McClelland, Assistant City Attorney

Staff gave a brief presentation on the item.

Moved by: Alison Coombs

Second by: Angela Lawson

Does Council wish to support the approval of the Ordinance that would repeal Ordinance No. 2025-**15 and vacate a portion of the 16' wide alley** right-of-way between Jamaica St. and Joliet St.?

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

Absent: (1): Curtis Gardner

12.d Property Acquisitions - Aero 70 Project

2025-45 AN ORDINANCE AUTHORIZING THE CITY OF AURORA, COLORADO, TO EXERCISE THE POWER OF EMINENT DOMAIN FOR ACQUISITION OF CERTAIN REAL PROPERTY INTERESTS NECESSARY FOR THE AERO 70 PROJECT

Hector Reynoso, Real Property Services Manager, Public Works / Michelle Gardner, Senior Assistant City Attorney

Staff gave a brief presentation on the item.

Moved by: Alison Coombs

Second by: Angela Lawson

Does Council wish to support the approval of the ordinance authorizing the use of eminent domain, pursuant to Aurora City Code Section 12-12, to acquire the necessary property interests for the construction of the Aero 70 Project?

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

Absent: (1): Curtis Gardner

13. FINALIZING OF ORDINANCES

Ordinances not approved unanimously at first reading.

14. ANNEXATIONS

15. RECONSIDERATIONS AND CALL UPS

16. GENERAL BUSINESS

16.a Determination of Final Candidates to be Interviewed for the Planning and Zoning Commission Vacancy

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

Mayor Coffman suggested going with the top two, Michael Riley and Johnny Watson.

CM Bergan commented that she would normally interview three, but the third person was at least 10 points behind the other two, so she recommended just interviewing the first two.

CM Coombs said that they had found themselves in a position before where they ended up not having any candidates they wanted to appoint based on fewer interviews, so she offered a friendly amendment to add the third candidate.

CM Bergan did not accept the friendly amendment.

Moved by: Françoise Bergan

Second by: Amsalu Kassaw

Who does Council wish to select as final candidates to interview for the appointment to the Planning and Zoning Commission vacancy?

- Johnny Watson
- Michael Riley

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

Absent: (1): Curtis Gardner

16.b Discussion and Possible Action Regarding Future In-Person or Virtual Council Meetings

Peter Schulte, City Attorney

P. Schulte asked Council if they had any actions that they would like to be taken on the next meeting in regards to In-Person or Virtual Meetings.

CM Bergan noted that there will be a few people missing on the next meeting, so she recommended a virtual meeting.

CM Coombs asked if that would include removing all public comment or would they provide an avenue for that. She explained if it is only because people are going to be elsewhere, those people could just join virtually.

P. Schulte explained that if Council gave direction for public comment to be on the call-in line, they could do that, but with the motion as it sits right now, there would be no public comment on the 19th, and they would just go right into Study Session.

CM Bergan asked if they could add a call-in line for that particular meeting, as she would be amenable to that.

CM Jurinsky agreed with that.

CM Coombs asked for clarification if that would eliminate the public comment session or would they have that virtually.

P. Schulte explained that the motion on the floor is that the meeting would be virtual, and they would make sure to have the 40-minute public comment session from 6 to 6:40 via the call-in line.

Moved by: Françoise Bergan

Second by: Danielle Jurinsky

Does the Council wish to move the Council Meeting on May 19, 2025 to be Virtual, with call-in line for public comment listening session? (Requires 2/3 vote members present)

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

Absent: (1): Curtis Gardner

17. REPORTS

17.a Mayor

The mayor had no report.

17.b Council

CM Coombs thanked Staff for their continued work on the Civic Engagement Academy, where she presented last Wednesday, and appreciated their thoughtful questions. She noted that May is Mental Health Awareness Month and Colorado has a program called I Matter, which provides six mental health sessions for all Colorado youth, and information on this can be found at imattercolorado.org. She stated that on May 17th, they have Water-wise Day, AFR, Rotary Fire Safety Field Day, and the opening reception for the Prehistoric Aurora Exhibit at the Aurora History Museum. She put a formal opinion on the record on whether or not the conduct of identifying

oneself as a council member without saying "I represent" would be censurable 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. conduct. She added that by already saying they do not represent City Council it implies being a member of Council.

P. Schulte responded that each situation is going to be different, but if they call themselves a council member but still state they are representing themselves individually, he thinks that should be fine with the rule passed tonight, but they need to be clear, based on their testimony, that they are representing themselves and not the city in any way, and that would not be censurable.

CM Jurinsky attended the Aurora Economic Development Council's Accelerate trip and met with the Colorado Delegation to lobby on behalf of current frozen federal dollars, as there are several grants they are waiting on funding for and pled the case that we meet requirements of the current administration to receive our federal funding. She got two congressional members committed to helping us get our grant funding released.

CM Murillo announced her May Town Hall, which will be May 22nd, 6-7:30 p.m., at the MLK Library. She acknowledged that today is Cinco De Mayo and wanted to uplift the celebration of that and the role that our Mexican neighbors played in pushing against slavery back in the day, which is one of the biggest outcomes of Cinco De Mayo.

CM Sundberg reported that he recently participated in a couple of neighborhood cleanups, one at Murphy Creek and another along Colfax with Iron Sharp and a couple of police departments. He attended the Freedom Memorial Visitor Center groundbreaking, part of the Triple Creek Trailhead Art and Public Places process, Community College of Aurora luncheon, and the Energy and Environment Symposium in Rifle.

CM Medina attended the Colorado Association of Black Professional Engineers and Scientists yesterday, where they had students from 5th grade to high school that are interested in being project managers and looking into how to build affordable housing. He said they had a lot of projects around aerospace and engineering and other types of engineering aspects, and it was well attended. He announced his town hall, which is May 13th, 6:30-8 p.m., at the Central Library.

CM Hancock voiced that she also attended the Accelerate trip, as they advocated for the much-needed infrastructure funding needed in Aurora. She attended the Buckley Regional Military Affairs Council Meeting, where they reaffirmed their commitment to support the brave men and women who serve, along with their families. She noted that one of the biggest takeaways they got from the congressional delegation in DC was their support for the Space Force Guard and Reserve Units that are much needed. She was present at the groundbreaking ceremony for the Colorado Freedom Memorial Project. She said Dr. Brownlee and his remarkable team played a key role in the CCA College Beyond Walls Luncheon, and they are expanding out into a partnership with Commerce City. She expressed that the City of Aurora is doing many great things behind the scenes and in the public to ensure the city is the gold

standard for what happens in communities across the country. She added that people can download the Aurora Public Library Magazine online, as there are amazing opportunities for young people in it.

CM Lawson thanked everyone that attended and participated in her last town hall that was on Drug Takeback Awareness Day, where they had a lot of people that brought their unused medications. She announced her next town hall is May 13th, 6:30-8 p.m., at the Central Rec Center, and there will be another one on May 24th, at 10 a.m., at Heather Gardens.

CM Bergan stated she also attended the Accelerate Colorado Business Development trip, where they met with their congressional delegation, and got to meet with Congressman Crow, Congressman Neguse, Congressman Evans, Congresswoman Boebert, Congresswoman Pettersen, and Congressman Jeff Hurd, Senator Hickenlooper and Senator Bennett. She said they had good meetings with different departments, including Department of Transportation, Department of Energy, and Intergovernmental Affairs, and received insight from some news organizations. She also attended the Infrastructure Task Force Meeting, Fitzsimmons Redevelopment Authority, and the E-470 Roadway Committee Meeting.

CM Kassaw did not have a report. CM Gardner was absent.

18. ADJOURNMENT

Mayor Coffman adjourned the regular meeting of City Council.

MIKE COFFMAN, MAYOR
ATTEST:
ATTEST.
E RODRIGUEZ, CITY CLERK



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

CITY OF AURORACouncil Agenda Commentary

Them Title: Consideration to Appoint One (1) Member to the Auren	a Immigrant and Poliugo Commission
Item Title: Consideration to Appoint One (1) Member to the Auror	a mimigrant and kerugee Commission
Item Initiator: Kadee Rodriguez, City Clerk	
Staff Source/Legal Source: Kadee Rodriguez, City Clerk / Tim Jo	oyce, Assistant City Attorney
Outside Speaker: N/A	
Strategic Outcome: Connected and Engaged: Providing programments of our vibrant communities.	ming, learning resources, and amenities that reflect the rich
COUNCIL MEETING DATES:	
Study Session: 5/5/2025	
Regular Meeting: 5/19/2025	
2 nd Regular Meeting (if applicable): N/A	
Item requires a Public Hearing: \square Yes \boxtimes	No
ITEM DETAILS (Click in highlighted area below bullet point list to	enter applicable information.)
 Waiver of reconsideration requested, and if so Sponsor name Staff source name and title / Legal source nate Outside speaker name and organization Estimated time: (For Study Session items only and discussion) Kadee Rodriguez, City Clerk / Tim Joyce, Assistant Ci	me and title y indicate combined time needed for presentation
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 ab	ove.
PREVIOUS ACTIONS OR REVIEWS:	
Policy Committee Name: N/A	
Policy Committee Date: N/A	

☐ Recommends Approva	ıl	☐ Does Not Recommend Approval
☐ Forwarded Without Re	ecommendation	☐ Minutes Not Available
☐ Minutes Attached		
		Boards and Commissions, or Staff. Summarize pertinent OMMITTEES AND BOARDS AND COMMISSIONS.)
	Refugee Commission (AIRC) prom o Aurora's civic, economic and c	notes the integration of the local immigrant and cultural life.
(2) years and members m		ed by the Aurora City Council. The term length is two All eligible applications received within the last year ews.
ITEM SUMMARY (Brief	description of item, discussion, key p	points, recommendations, etc.)
The AIRC currently has fiv conducted on February 4,		n received eight (8) applications and an interview was
Among the applicants wer Lidia Tamerat Ashvina Patel Keith Parker Jane Kirema Angela Guardado Mark Chistoper Luis Martinez Daniana Trigoso Kukulski	e:	
Upon conducting an interv	riew, the AIRC respectfully recom	nmends the appointment of the following candidate:
Lidia Tamerat - 1st term l	peginning 2/1/2025 and ending o	on 1/31/2027
FISCAL IMPACT		
Select all that apply. (If no	o fiscal impact, click that box and	I skip to "Questions for Council")
☐ Revenue Impact☐ Workload Impact	☐ Budgeted Expenditure Impact☒ No Fiscal Impact	☐ Non-Budgeted Expenditure Impact
REVENUE IMPACT <i>Provide the revenue imp Provide additional detail</i>		estimated impact on revenue? What funds would be impacted?
N/A		
	xpenditure impact or N/A if no impac	et. (List Org/Account # and fund. What is the amount of budgeting 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.)

4	
Pro	DRKLOAD IMPACT vide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are ded, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)
· · · · · · ·	J/A

QUESTIONS FOR COUNCIL

Does Council wish to support the appointment of Lidia Tamerat to the Aurora Immigrant and Refugee Commission?

LEGAL COMMENTS

All boards and commissions shall be appointed by City Council. (City Charter, art III, sec. 3-11 and art. IX, sec. 9-1). The membership of the Aurora Immigrant and Refugee Commission shall make a good faith effort to fully represent the diversity of the immigrant and refugee community. The Aurora Immigrant and Refugee Commission shall consist of eleven members who are residents of the City. (Aurora, Colo. Code § 2-878). The term of appointment for each member is two years with a maximum of three two-terms. (Aurora, Colo. Code § 2-879). The Aurora Immigrant and Refugee Commission is created and established for the purpose of promoting the integration of the local immigrant and refugee communities into Aurora's civic, economic and cultural life. (Aurora, Colo. Code § 2-876). (TJoyce)



Worth Discovering . auroragov.org

TO: Mayor Coffman & Members of City Council

THROUGH: Kendall Koca, Interim Director of General Management

FROM: Ricardo Gambetta, Manager Office of International & Immigrants Affairs and Marcus

Bond, City Clerk Analyst

DATE: March 19, 2025

SUBJECT: Aurora Immigrant and Refugee Commission Appointment

March 19, 2025

Dear Mayor Coffman & Members of the City Council,

The Aurora Immigrant and Refugee Commission (AIRC) consists of eleven (11) voting members appointed by the Aurora City Council. AIRC has 5 open positions that need to be filled due to the term expiration and resignation of current members. After a series of outreach efforts by AIRC and OIIA, the City Clerk's office received 8 applications. The AIRC conducted an interview with the applicant who is seeking an appointment on February 4, 2025. The AIRC members were very impressed with the applicants, and they would like to recommend the appointment of Lidia Tamerat for the current opening.

On behalf of the Chair of the Aurora Immigrant and Refugee Commission, we are recommending that the City Council approve the following action:

1- Appointment of new members,

a- Lidia Tamerat: The Commission had the pleasure of getting to know Ms. Lidia Tamerat, and believe she is an excellent candidate for the Aurora Immigrant and Refugee Commission. She brings remarkable experience working with the immigrant community, and her organizational skills will be a valuable asset to the commission. The Commission members are excited about the possibility of her approval and the positive impact she will help us achieve within our communities.

Aurora Immigrant And Refugee Commission Applicant Package - Ward VI

Aurora Immigrant And Refugee Commission - Ward VI

Term 01 Feb 2023 - 31 Jan 2025

Positions Available 5

Number of applicants in this package 1

- Tamerat, Lidia

Received: 02/27/2025

Ward VI Resident & Registered Voter

Arapahoe County
Vetted: 02/27/2025
Warcus Bond

Name: Tamerat, Lidia

Address:

Email:

Board Name: Aurora Immigrant and Refugee Commission

Date of Birth:

Home Phone Number:

Work Phone Number:

How long have you lived in Aurora?:

25 years

Are you registered to vote?:

Yes

Years of Education Completed:

BS

Degree(s) Received:

Business Management

College(s) Attended:

University of Wisconsin-Milwaukee

Employer Name:

Developmental Pathways

Employer Address:

14280 E Jewell Ave Suite A, Aurora, CO 80012

Current Position:

Bilingual Early Intervention Coordinator

Years with Current Employer:

1

Work Experience:

Work with children with special needs Develop and implement individualized intervention plans Partner with families and healthcare professionals Conduct developmental evaluations and assessments Support families in dealing with their child's needs

Certification(s):

Colorado Real Estate License Mortgage License Originator CDPHE-Certified Administrators Education PERSONNEL/QMAP Certified

How are you involved in your community?:

I am grateful to be part of such a diverse community in Aurora, CO. During my time here I got the opportunity to volunteer my time with local non-profit organizations. For instance, individuals by offering my professional skills. I have been involved in many educational entrepreneurship workshops for the East Africa Community. I have also had the privilege to support Local businesses helping stimulate the local economy and fosters a sense of community pride. I have participated in many Ethiopian community events by attending or organizing the local events, workshops and fundraisers. These events strengthen community bonds and address local needs.

List your interests and activities.:

I am travel enthusiast, I enjoy small cities and learning about the culture of the population. I also enjoy spending time with my amazing family. I love any water activity. During my free time I love to help facilitate or organize a community event.

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

Yes

If yes, enter the board name and position:

Non Profit Agape. Board Member

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

No

Why do you desire this appointment?:

Serving on the Aurora Immigrant and Refugee Commission would offer me a unique opportunity to make a meaningful impact on the lives of immigrants and refugees in Aurora, CO. I would be given the opportunity advise the city council on issues affecting immigrant and refugee populations, ensuring their voices are heard in local governance. As a refugee my self this is very important to me. By serving on the commission, I would contribute to fostering a more inclusive and culturally rich community, enhancing mutual understanding and respect among diverse populations. I had the privilege of going to middle school and Highschool in Aurora, CO and I remember the diversity and community belonging I felt when I met with other immigrant children. I remember my parents easily be friending other refugee and immigrant families because there was a since of acceptance and confront they felt. As a board volunteer it would be an honor to support in the continues effort of helping immigrant and refugee population feel safe and heard and it would be my honor to help advocate on the population.

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

40 hrs a month

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

No

If yes, please explain:

NA

Reference 1: Full Name, Phone Number and Address:

Lori Kennedy

Reference 2: Full Name, Phone Number and Address:

Reference 3: Full Name, Phone Number and Address:

Samuel G Michael

How did you hear about us?:

Word of Mouth;Other

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

Lidia Tamerat

Time of Submission: 02/27/25 1:06:08 PM

Attachments

- Lidias Updated Resume.pdf

EDUCATION University of Wisconsin

Business Management/Nonprofit and Public Management

Colorado Real-estate School

Real-estate Certificate/Real Estate License

Mortgage Educators and Compliance

Mortgage Loan Originator Certificate/ MLO/NMLS License

CERTIFICATES CDPHE Certified Administrators Education

QUALIFIED MEDICATION ADMINISTRATION

PERSONNEL/QMAP Certified

OBJECTIVE

To utilize over 10 years of experience in providing crucial administrative, operational, technical, and financial support to for-profit and nonprofit organizations. Aim to ensure the effective and efficient flow of work for clients and colleagues by aligning governance frameworks to achieve organizational objectives and enhance performance. Committed to driving improvements and ensuring efficient governance through a combination of educational background, technical expertise, strong communication skills, flexible interpersonal skills, and multitasking abilities, thereby significantly contributing to organizational success.

ASSIGNMENT HISTORY

Developmental Pathways Early Intervention Coordinator

Denver, CO January, 2025 – Present

- Work with children with special needs
- Develop and implement individualized intervention plans
- Partner with families and healthcare professionals
- Conduct developmental evaluations and assessments
- Support families in dealing with their child's needs relevant financial information necessary for loan processing.
- Expertly analyze financial data and credit reports to assess loan eligibility for residential mortgage applicants. Utilize comprehensive financial assessments to make informed lending decisions.
- Skillfully negotiate loan terms and conditions with borrowers, ensuring terms are beneficial

- and aligned with financial goals. Prepare thorough and accurate loan applications, meticulously documenting all necessary details for submission to underwriting.
- Monitor loan applications throughout the approval process, maintaining proactive communication with borrowers and relevant parties to ensure timely completion of loan documents. Provide continuous updates and guidance to borrowers, fostering a transparent and efficient process.
- Maintain meticulous records of loan applications and documents to ensure compliance with regulatory requirements. Uphold adherence to all applicable laws and regulations governing mortgage lending practices.
- Deliver exceptional customer service throughout the loan process, addressing inquiries and providing personalized guidance on loan options and repayment plans. Develop and nurture strong relationships with referral sources, including real estate agents, financial planners, and builders.
- Stay abreast of industry trends and regulatory changes, integrating updated knowledge into daily practices. Proactively generate new business opportunities through effective marketing strategies and networking activities.

Colorado Department of Public Health and Environment Program Coordinator/Program Manager

Denver, CO

August, 2015 – November, 2022

- Organized and facilitated luncheons and training sessions, ensuring smooth logistics, effective communication, and participant engagement.
- Oversaw and managed the activities of Health Navigators, providing guidance, support, and performance evaluations to ensure they met performance standards and objectives.
- Maintained and updated the Colorado of Excellence website, ensuring content accuracy and relevance.
- Performed daily administrative tasks to support the execution and management of the training program, including importing electronic records from voluntary agencies, the CDC, and laboratories into the relevant databases.
- Determined if reports and documents met the requirements set by the Federal Office of Refugee Resettlement, CDPHE, CDC, and Colorado Refugee Services program.
- Identified possible disease trends and alerted the refugee-receiving community and clinical staff to address potential outbreak situations promptly.
- Reviewed and entered all overseas health records, conditions, history, and vaccines into state and federal databases such as the Colorado Immunization Inventory System and Electronic Disease Notification databases.
- Conducted background research, data collection, cleaning, and quality assurance, ensuring comprehensive analyses. Performed data analysis and visualization, presenting results and recommendations for improvements, such as standardizing data collection templates for consistency.
- Developed financial analysis tools for Earned Value Management (EVM) and Capital Planning Investment Control (CPIC) to track current year progress and prepare future year budget submissions. Analyzed spending trends and monitored contract EVM to ensure alignment with government policies, supporting project tracking and divisional performance evaluation.
- Collaborated with the SharePoint development team to implement technical and functional enhancements, including creating performance dashboards and improving web pages.

- Implemented end-to-end automation of the lessons learned process by identifying a new solicitation platform and creating a centralized tracking tool for action item tracking.
- Led data analysis projects, providing guidance to junior and mid-level analysts, ensuring quality control, and managing project schedules and scopes. Developed division-specific financial and project data tracking mechanisms using data science tools, aligning data points with divisional performance metrics.
- Conducted data accuracy analysis on vendor reports, implementing best practices in data storage, code documentation, and version control. Created templates to ensure accurate data reporting and compliance with federal requirements.
- Collaborated closely with division directors, end-users, and stakeholders to identify and address process gaps through streamlined and automated solutions. Served as a liaison between division leadership and IT financial compliance specialists to ensure federal requirements were met.
- Developed, executed, and delivered effective educational programs tailored for end-users, achieving successful outcomes. Presented findings and recommendations to leadership, customizing presentations for diverse audiences.
- Customized CRM processes to align with the division's project management objectives, proposing efficiency solutions for existing data tracking tools. Led tailored lessons learned processes for the HHS Enterprise Project Life Cycle project, engaging stakeholders to implement actionable insights.
- Created Standard Operating Procedures (SOPs), Process Flows, and Quick Reference Guides to train project managers on standardized activities. Analyzed the Enterprise Performance Life Cycle (EPLC) process, capturing findings, providing recommendations, and facilitating implementation. Established Requirement Traceability Metrics to clearly define, capture, and track data and project requirements throughout the project lifecycle.
- Tracked EPLC artifacts and project documentation in alignment with Federal Government records retention and Systems Division policies. Maintained a comprehensive list of enhancements presented to the division's System Council, outlining their project lifecycle status.
- Identified and analyzed duplicate project reporting in various technical platforms, conducting discovery, identifying root causes, and proposing functional and technical recommendations.
 Implemented solutions that reduced manual reporting, increased accuracy and efficiency, and facilitated communication.

MCPN Health Clinic Patient Service Coordinator / Case Manager

Denver, CO *October, 2013-September, 2014*

- Screened patients for Medicaid, CHP Plus, CICP, and in-house Federal Scale Government assistance, ensuring they met eligibility criteria and facilitating their enrollment.
- Entered data related to patient records, medical appointments, and case management into the system accurately and efficiently.
- Updated patients' records, including insurance and demographic information, maintaining up-to-date and accurate information within the system.
- Promoted healthcare services at health fairs, acting as a Health Guide to educate and inform the community about available health programs and services.
- Referred clients to appropriate clinics and pharmacies throughout Metro Denver and surrounding counties, ensuring they received the necessary medical care and support.
- Gathered, compiled, reviewed, and analyzed healthcare insurance data to provide insights into trends and deliver recommendations to leadership. Tailored presentations to align with diverse

- audience data, guiding the company's decision-making processes.
- Presented financial analyses, special trend and projection analyses, historical data, and fiscal
 models to inform funding and policy decisions. Created data integration and technical solutions
 to provide analytics and reports.
- Provided technical assistance and advisory services for the development and implementation of public health programs and projects.
- Created public presentations to educate communities and deliver training sessions on various health topics.
- Coordinated and liaised multiple projects, data reports, and programs in collaboration with Booz Allen Hamilton and the Department of Health and Human Services (DHHS).
- Cleansed, modeled, and provided analyses of structured and unstructured data for major business initiatives, contributing to the overall strategic goals.
- Utilized quantitative data to understand customer behavior, demographics, and lifecycles, supporting the development of targeted health interventions and programs.

Colorado Alliance for Health Equity and Practice (CAHEP)

Denver, CO

Office Manager/Case Manager

February, 2009 to December, 2012

- Ensured smooth clinic operations through managing the daily flow of the clinic by answering
 multi-line phones, addressing client questions, and registering and verifying appointments to
 ensure a seamless experience for patients and staff.
- Supervised daily staff activities by overseeing the work of clinic staff, including training, scheduling, and performance evaluations, to create an efficient and productive work environment and maintain high standards of service.
- Applied expertise in CPT and ICD9-CM coding processes to ensure accurate and compliant coding for medical procedures and diagnoses, contributing to efficient billing and reimbursement processes and minimizing coding errors.
- Oversaw clinic finances by managing various financial aspects, including cash flow, payroll, charge entry, co-payments, and accounts payable. Balanced daily financial batches and prepared comprehensive income reports and statistical analyses to monitor and improve the clinic's financial health.
- Utilized Excel to maintain a detailed record of scheduled and missed appointments, ensuring patients received timely follow-up care and improving patient outcomes.
- Established and maintained relationships with vendors, insurance companies, and other healthcare facilities, facilitated smooth operations and effective collaboration by building and maintaining strong working relationships with external partners.
- Handled the submission of insurance claims, including those to Medicare, Medicaid, and private insurance carriers. Ensured timely and accurate reimbursement for services rendered by applying in-depth knowledge of medical billing procedures.
- Generated comprehensive statistical reports to provide insights into the clinic's financially cial
 performance. Used these reports to inform decision-making processes and support strategic
 planning.
- Provided exceptional customer service support over the phone, assisting customers with inquiries, troubleshooting technical issues, and providing timely resolutions.
- Coordinated the repair and replacement of defective items covered by warranty, ensuring minimal disruption to customer service and satisfaction.
- Notified customers promptly upon completion of service.

KNOWLEDGE / EXPERIENCE / SKILLS

- Program/ Project Management
- For-profit/ non-profit management
- Data Entry and Analysis
- Financial Compliance
- Business Process Improvement
- Client relations
- Medical Coding and Billing
- Process Automation
- Compliance and Policy
- User Training
- Platform Improvement (Folio, Jira, Salesforce, CRM, EMR)
- Findings and recommendations
- Performance Reporting
- Lessons Learned Collaboration
- MS Project, Visio, Microsoft Office Suite
- Meeting Facilitation
- Government Regulations and Policy Compliance

Aurora Immigrant And Refugee Commission Applicant Package - Ward VI

Aurora Immigrant And Refugee Commission - Ward VI

Term 01 Feb 2023 - 31 Jan 2025

Positions Available 5

Number of applicants in this package 1

- Patel, Ashvina

Received: 02/04/2025

Ward VI Resident & Registered Voter

Arapahoe County Vetted: 02/05/2025

Marcus Bond

Name: Patel, Ashvina
Address:
Email:
Board Name: Aurora Immigrant and Refugee Commission
Date of Birth:
Home Phone Number:
Work Phone Number:
How long have you lived in Aurora?: 2.5
Are you registered to vote?:
Yes
Years of Education Completed:
Degree(s) Received: Doctorate
College(s) Attended: Southern Methodist University
Employer Name: City of Aurora
Employer Address: 15151 E. Alameda Parkway Aurora, CO 80012
Current Position: Executive Director, SBDC
Years with Current Employer:
Work Experience: see resume
Certification(s): see resume
How are you involved in your community?: Current AIRC member
List your interests and activities.: volunteering with community
Do you presently serve in any other appointed position on a board, commission or committee?:
Yes
If yes, enter the board name and position: AIRC

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

Yes

Why do you desire this appointment?:

To serve my community

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

10

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

Yes

If yes, please explain:

As SBDC director I am privy to business owner consultation notes.

Reference 1: Full Name, Phone Number and Address:

Rabia Khan

Reference 2: Full Name, Phone Number and Address:

Whitney Egstad

Reference 3: Full Name, Phone Number and Address:

Kurt Gysbers

How did you hear about us?:

Word of Mouth

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

Ashvina Patel

Time of Submission: 02/04/25 7:24:03 PM

Attachments

- Patel A_Resume 0524.pdf

Ashvina Patel, PhD

Summary

A seasoned staffing professional with a demonstrated history of driving sales growth, adept at fostering client relationships, identifying business development opportunities, and executing targeted strategies to propel regional market presence and revenue streams.

Technical Skills

| Microsoft Office | iWorks | Slack | Salesforce | Qualtrics | | NVivo | Atlas TI | SPSS | Woo Commerce | Elementor | Quicken |

Work Experience (partial list)

HIREED CAREERS BY ACADEMIC IMPRESSIONS Denver, CO, USA Business Development Manager

September 2021-Present

- Direct operations and strategy for a new DEI-focused sister company in higher education. Drive R&D for growth, conduct UX testing, and evaluate pricing.
- Facilitate strategy sessions and delegate objectives across marketing, content, and tech teams, resulting in a 120% revenue increase over three quarters. Develop financial models for decision-making.
- Use SPSS and Qualtrics to generate datasets and insights for product enhancement. Analyze industry patterns with Dedoose.
- Expand sector partnerships by 36% in one quarter. Cultivate relationships with consulting partners and internal teams.
- Initiate and execute membership surveys and evaluate training programs' efficacy using a modified Kirkpatrick model. Advocate for customers.
- Lead strategic ad placement initiatives using various research methods. Collaborate with cross-functional teams on product development and optimization.

Learning & Development Manager, Research Lead

April 2021-September 2021

- Responsible for the overall management, performance and development of the sales team in line with agreed sales strategy and overall business plan. Oversaw research design and execution for team.
- Qualitative (behavioral interviews, focus groups, field visits) and quantitative (surveys) data gathering and analysis using Dedoose, Excel, and SPSS to inform internal product and marketing strategy across teams.
- Managing editor for all external-facing publications. Create and implement agile business strategy around publications that capitalizes on customer communication and content value. Rolled out and implement internal processes of subject matter expert interaction by defining topics, filling content gaps, and calendaring due dates. Created internal and external facing style guides to standardize edits and uphold the integrity of the company mission and brand.

Ashvina Patel, PhD

Research Analyst

September 2019-April 2021

- Led team to exceed sales and engagement targets amidst COVID-19 business model transition, resulting in a 3x membership growth from Dec 2019 to Mar 2021.
- Developed and implemented research strategies driving a 23% growth in new business models in 2020; maintained research tools and infrastructure.
- Conducted comprehensive user experience research across diverse training formats (webinars, bootcamps, virtual conferences) via social listening, focus groups, and surveys. Synthesized and analyzed data, collaborating with other teams for UX optimization.
- Designed and executed mixed methods market research (focus groups, interviews, surveys, site visits) to identify trends and gaps in higher education units in the US and Canada. Utilized findings to create impactful leadership training programs on topics like diversity and inclusion.
- Presented research outcomes to internal stakeholders through presentations and formal reports, informing the professional development production calendar for the fiscal year.

UNIVERSITY OF OXFORD, REFUGEE STUDIES CENTRE Visiting Research Fellow (fixed term)

April 2018-June 2018

- Researched migration patterns in Asia and refugee security; conducted a literature review; analyzed previous policy briefs for changes over the past years.
- Presented findings on primary research data on Rohingya refugees in New Delhi, India with urban refugee policy recommendations.
- Supported colleagues with drafting, editing, and proof reading of research reports, articles, blogs, and other published materials.
- Conducted archival research and policy analysis on proposed amendments to the UN Urban Refugee Policy.

NATURAL HAZARD CENTER GRANT Researcher

April 2018

- Organized a Rapid Response team in New Delhi, India to assess the United Nations High Commissioner for Refugees (UNHCR) crisis response policy after a refugee settlement in the city was destroyed by fire.
- Identified appropriate instruments to systematically assess the effectiveness of UN crisis response mechanisms; collected semi-structured interviews from refugees, state actors, journalists, and international humanitarian employees.
- Analyzed data using pre-determined evaluation criteria; authored a report (link available under publications) for broad distribution, including among UNHCR India senior policy associates.
- Attended stakeholder meetings alongside UNHCR, NGOs, and refugee leaders to determine actionable item for rehabilitation, including housing, diet, employment, and trauma support.
- Presented findings from the evaluation to UNHCR, NGOs, refugee leaders, and community stakeholders; conducted an open forum discussion on future Quality Management system.

Ashvina Patel, PhD

SOUTHERN METHODIST UNIVERSITY Principle Investigator

April 2017-December 2017

- Designed, implemented, and evaluated social scientific research project at three Rohingya refugee settlements in New Delhi. Led a team of six to collect quantitative and qualitative data, which were then analyzed using Atlas TI and SPSS software programs. Our task was to assess the effectiveness of the UNHCR Urban Refugee Policy and the subjective experience of human security.
- Created educational programming alongside Rohingya Literacy Group, Delhi Commission for Women, refugee youth leaders and public-school administrators to address child labor, education and access, child marriage, and basic sanitation and health.
- Delivered workshops in the field to multiple settlements; adjusted strategy based on population needs and partnered with community leaders.
- Performed advance, complex quantitative data analysis of large datasets and trends, utilizing SPSS and other statistical
 methods. Synthesized and analyzed data into policy recommendations. Delivered outcomes briefing to UNHCR-India,
 leading to region-specific recommendation for organizational change.

TEXAS PRESBYTERIAN HOSPITAL Social Science Researcher

June 2014-July 2015

- Conducted strategic evaluation on Texas Presbyterian Hospital's Burmese Care Coordination Project, involving the efficiency and effectiveness of their community outreach for refugee patients within the Emergency Room, Women's Health Clinic, and Pediatric Clinics.
- Led design of coordination program to be utilized across departments for the documentation of immigrant-specific care related challenges to be addressed by outreach coordinators.
- Created Monitoring and Evaluation process for grant proposal; research was incorporated into two grants and hospital policy agenda under the Ideas & Innovations for Hospital Leaders Resource Handbook.
- Used qualitative research to create storytelling applications for targeted-language videos and other educational materials for immigrants and refugees in Dallas, Texas.

Education

Southern Methodist University

Ph.D. Anthropology | Migration & Refugee Specialist M.A. Anthropology

University of California, Santa Barbara

B.A. Religion

Aurora Immigrant And Refugee Commission Applicant Package - Ward VI

Aurora Immigrant And Refugee Commission - Ward VI

Term 01 Feb 2023 - 31 Jan 2025

Positions Available 5

Number of applicants in this package 1

- Martinez, Luis

Received: 10/15/2024

Ward VI Resident & Registered Voter

Arapahoe County Vetted: 10/22/2024

Marcus Bond

Email:
Board Name: Aurora Immigrant and Refugee Commission
Date of Birth:
Home Phone Number:
Work Phone Number:
How long have you lived in Aurora?:
20+ years
Are you registered to vote?:
Yes
Years of Education Completed:
16

Employer Name: CEC Early College

Degree(s) Received:Bachelor of Arts

College(s) Attended:

Name: Martinez, Luis

Address:

Employer Address: 2650 Eliot St, Denver, CO 80211

University of Colorado Boulder

Current Position: Teacher

Years with Current Employer:

3 months

Work Experience:

Career Education Center Early College (Title I) Denver, CO Ninth Grade Social Studies Teacher July 2024-Present Collaborated with the Social Studies department to develop a culturally relevant curriculum, enhancing student engagement and inclusivity by tailoring lessons to diverse learning needs. Fostered strong relationships with students and families, utilizing fluency in Spanish to ensure clear communication and support, thereby improving family engagement in educational processes. Addressed the specific educational requirements of students under 504, IEP, and MLL plans, demonstrating a commitment to inclusivity and the ability to adapt teaching strategies to meet diverse needs. Aquetza Youth, Leadership, Education and Community Empowerment Program Boulder, CO Counselor/Instructor March 2022 - July 2024 Mentored over 100 underserved Chicane/Latine high school students, enhancing their understanding of US systems and structures, thereby fostering community empowerment and inclusivity. Led community-based initiatives with two student groups, directly contributing to the support of low income and migrant populations in Aurora, CO, showcasing leadership and project management skills. Facilitated bilingual communication with 50+ families, ensuring clear and effective dissemination of camp details, which improved family engagement and support for educational processes. Colorado Latino Leadership Advocacy & Research Organization Denver, CO Capitol Fellow (Representative Javier Mabrey) January 2024 -May 2024 Drafted over 25 legislative documents, including memos, bill summaries, and fact sheets for the Colorado State Legislature, enhancing stakeholder understanding and engagement in key policy areas. Engaged with 200+ constituents through personalized responses, and facilitated connections with 30+ stakeholders, strengthening community relations and support for Representative Mabrey's initiatives. Spearheaded the organization of Latino/a Advocacy Day, leading constituents in advocating for bills affecting the Latine community in the Colorado legislature, demonstrating leadership and a commitment to community empowerment. Chicano & Latino History Project Boulder, CO Intern January 2021 – December 2023 Conducted in-depth interviews with four key individuals, enhancing the understanding of equitable education for culturally & linguistically diverse populations in Colorado, thereby contributing to the development of inclusive educational policies. Enhanced accessibility to Chicano & Latino history by digitizing and uploading over 100 historical documents to the organization's website, preserving vital cultural heritage. Streamlined the research process by transcribing three significant interviews using Microsoft Word's transcribing software, ensuring accuracy and reliability in qualitative data analysis.

Certification(s):

Currently working on teaching license

How are you involved in your community?:

I have demonstrated involvement in my community working in education, and helping first generation students go to college, and working at the state legislature in Colorado. I also have volunteered for campaigns and for the City of Denver newcomer work authorization clinic.

List your interests and activities.:

Tim for Colorado State Representative Campaign Denver, CO Canvasser June 2024 Engaged with 150+ households in Northwest and West Denver to support State Representative Tim Hernandez, demonstrating bilingual proficiency and fostering community relations, as measured by successful canvassing outcomes in both English and Spanish, by strategically navigating diverse neighborhoods. City of Denver Immigrant Newcomer Work Authorization Clinic Denver, CO Volunteer January 2024 Guided 30+ migrant individuals and families through a work authorization clinic, addressing their unique language requirements, showcasing strong interpersonal and communication skills in both English and Spanish. Executed comprehensive administrative support for immigration attorneys, including filing, printing, and document management, demonstrating meticulous attention to detail and organizational prowess. University of Colorado Boulder Student Government Boulder, CO Multicultural Liaison September 2023-May 2024 Advocated for the needs and wants of multicultural students & organizations, leading to policy discussions and enhancements in student government and University practices, by presenting well-researched proposals and engaging in constructive dialogues. Honors College of Arts and Sciences Honors Program Dr. George F. Rivera Social Justice Scholar First Generation Scholar Affiliations: UMAS y MeCHA, Latine Student Association, Association of Latino Professionals for America, Mock Trial

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

No

If yes, enter the board name and position:

N/A

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

No

Why do you desire this appointment?:

The reason I've always loved Aurora is because of its diversity, this city needs viable solutions to help integrate newcomers into our communities.

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

When needed, cannot during day because of work.

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

No

If yes, please explain:

N/A

Reference 1: Full Name, Phone Number and Address:

Javier Mabrey,

Reference 2: Full Name, Phone Number and Address:

Enrique Sepulveda:

Reference 3: Full Name, Phone Number and Address:

Chase Cromwell,

How did you hear about us?:

Other

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

Luis Martinez

Time of Submission: 10/15/24 11:31:52 AM

Attachments

- Luis_Martinez_Resume.docx (2).pdf

Luis Martinez

PROFESSIONAL EXPERIENCE

Career Education Center Early College (Title I)

Denver, CO

Ninth Grade Social Studies Teacher

July 2024-Present

- Collaborated with the Social Studies department to develop a culturally relevant curriculum, enhancing student engagement and inclusivity by tailoring lessons to diverse learning needs.
- Fostered strong relationships with students and families, utilizing fluency in Spanish to ensure clear communication and support, thereby improving family engagement in educational processes.
- Addressed the specific educational requirements of students under 504, IEP, and MLL plans, demonstrating a commitment to inclusivity and the ability to adapt teaching strategies to meet diverse needs.

Aquetza Youth, Leadership, Education and Community Empowerment Program

Boulder, CO

Counselor/Instructor

March 2022 – July 2024

- Mentored over 100 underserved Chicane/Latine high school students, enhancing their understanding of US systems and structures, thereby fostering community empowerment and inclusivity.
- Led community-based initiatives with two student groups, directly contributing to the support of low income and migrant populations in Aurora, CO, showcasing leadership and project management skills.
- Facilitated bilingual communication with 50+ families, ensuring clear and effective dissemination of camp details, which improved family engagement and support for educational processes.

Colorado Latino Leadership Advocacy & Research Organization

Denver, CO

Capitol Fellow (Representative Javier Mabrey)

January 2024 - May 2024

- Drafted over 25 legislative documents, including memos, bill summaries, and fact sheets for the Colorado State Legislature, enhancing stakeholder understanding and engagement in key policy areas.
- Engaged with 200+ constituents through personalized responses, and facilitated connections with 30+ stakeholders, strengthening community relations and support for Representative Mabrey's initiatives.
- Spearheaded the organization of Latino/a Advocacy Day, leading constituents in advocating for bills affecting the Latine community in the Colorado legislature, demonstrating leadership and a commitment to community empowerment.

Chicano & Latino History Project

Boulder, CO

Intern

January 2021 – December 2023

- Conducted in-depth interviews with four key individuals, enhancing the understanding of equitable education for culturally & linguistically diverse populations in Colorado, thereby contributing to the development of inclusive educational policies.
- Enhanced accessibility to Chicano & Latino history by digitizing and uploading over 100 historical documents to the organization's website, preserving vital cultural heritage.
- Streamlined the research process by transcribing three significant interviews using Microsoft Word's transcribing software, ensuring accuracy and reliability in qualitative data analysis.

VOLUNTEER EXPERIENCE/AFFILIATIONS/HONORS

Tim for Colorado State Representative Campaign

Denver, CO

Canvasser

June 2024

Engaged with 150+ households in Northwest and West Denver to support State Representative Tim Hernandez, demonstrating bilingual proficiency and fostering community relations, as measured by successful canvassing outcomes in both English and Spanish, by strategically navigating diverse neighborhoods.

City of Denver Immigrant Newcomer Work Authorization Clinic

Denver, CO

Volunteer

January 2024

- Guided 30+ migrant individuals and families through a work authorization clinic, addressing their unique language requirements, showcasing strong interpersonal and communication skills in both English and Spanish.
- Executed comprehensive administrative support for immigration attorneys, including filing, printing, and document management, demonstrating meticulous attention to detail and organizational prowess.

University of Colorado Boulder Student Government

Boulder, CO

Multicultural Liaison

September 2023-May 2024

Advocated for the needs and wants of multicultural students & organizations, leading to policy discussions and enhancements in student government and University practices, by presenting well-researched proposals and engaging in constructive dialogues.

Honors

- College of Arts and Sciences Honors Program
- Dr. George F. Rivera Social Justice Scholar
- First Generation Scholar

Affiliations: UMAS y MeCHA, Latine Student Association, Association of Latino Professionals for America, Mock Trial

EDUCATION

University of Colorado Boulder

Boulder, CO

Graduation: May 2024

Bachelor of Arts in Ethnic Studies Minors: French and Business with an emphasis in Business Analytics, GPA: 3.392/4.0

ADDITIONAL SKILLS

Aurora Immigrant And Refugee Commission Applicant Package - Ward II

Aurora Immigrant And Refugee Commission - Ward II

Term 01 Feb 2023 - 31 Jan 2025

Positions Available 2

Number of applicants in this package 1

- Trigoso Kukulski, Daniana

Received: 12/19/2024 Ward II Resident Adams County Vetted: 1/3/2025

Marcus Bond

Address:
Email:
Board Name: Aurora Immigrant and Refugee Commission
Date of Birth:
Home Phone Number:
Work Phone Number:
How long have you lived in Aurora?: 2 years
Are you registered to vote?:
Yes
Years of Education Completed: 15
Degree(s) Received: Masters
College(s) Attended: University of Indianapolis
Employer Name: Aurora Sister Cities International
Employer Address: 15151 E Alameda Pkway
Current Position: CEO-
Years with Current Employer:
Work Experience:

Name: Trigoso Kukulski, Daniana

Daniana (Danny) is a dynamic leader and the newly appointed Executive Director of Aurora Sister International. With a deep commitment to fostering global connections, Danny has dedicated her career to promoting equity, diversity, and cross-cultural collaboration. She holds a Bachelor of Science Degree in Early Childhood Education/ Special Education, and an MBA in Human Resources and Social Projects from Universidad Inca Garcilaso de la Vega, Lima Peru, as well as Child Development Associate and International Relations studies from Indianapolis Indiana University, She has successfully led numerous initiatives focused on empowering communities. advocating for immigrant and refugee rights, and enhancing access to education and resources. She works with children, young adults, and families using a diverse approach tailored to the unique needs of each new client. Daniana has over 20 years of experience in a variety of settings and with numerous clients, including management experience in strategic planning, new business start-ups, and non-profits. She founded DIFY (Developing Integrity in Families and Youth; a non-profit organization with chapters in Indiana, Texas, and Colorado, where she promotes justice, equity, and leadership development. Her vision for change and her passion for advocacy continues to leave a lasting impact on the global stage. Daniana worked in Indianapolis Indiana for more than 14 years where she developed, supported, and maintained relationships with 200 community service Moved to Houston, Texas in 2015 where continues serving families in disadvantages, she is responsible for providing a wide variety of disaster recovery client services, including disaster relief, assessments, supportive services, information and referral, advocacy, and the development of long-term disaster recovery plans. She also is bringing thought leaders and corporate partners to engage in dialogue on issues of diversity, equity, and inclusion for low-income workers and refugees. In the past years, she had served as Executive Director for Faith and Justice Worker Center, dedicating herself to community advocacy and being a voice for Houston's low-income, refugees. and immigrant workers. Some of the Highlights of her experience include Engaging actively in building and maintaining international, national, and local relationships supporting the mission of the organizations represented. Spearheading all aspects of staff development and management—including recruitment, training, and direction' to stimulate top-flight team performance. Leveraging effective relationship management, problem-solving, and communication abilities to propel enhanced productivity, working with USCRI and ORR requirements, sister cities, international low-income workers issues, health equity, and policies governing. Maintaining a reputation for excellent negotiation and presentation skills, cultivating a solid history of productivity and innovation. Her skills in operational and sales oversight and directional leadership have been finely honed. Her PUBLICATIONS: "Life between Boarders" Best Seller-Book 2023 "The Plight of Houston's Low-Wage Essential Workers During COVID-19" Houston, 2022. "Moving Forward, Houston Essential Workers Plot a Path to a Better Future" Houston 2021 has made so much impact in the Houston community.

Certification(s):

+ Certificate in Diversity, Equity, and Inclusion DEI Strategies for Business Impact Cambridge Judge Business School- London -MB International Relations Studies-Garcilaso University -MBA Human Resources and Social Project –Garcilaso University -Bachelor of Science Degree and in Early Childhood Education/Special Education Garcilaso University

How are you involved in your community?:

Yes in multiples roles, such as community organizer.

List your interests and activities.:

SKILLS Public Speaking English/Spanish Leadership development Relationship-Building Strategic Planning Budget Allocation Fundraising and planning events Problem-solving skills. Excellent analytical skills

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

No

If yes, enter the board name and position:

N/A

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

No

Why do you desire this appointment?:

Working for our immigrant community is part of my personal call and work experience.

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

10

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

No

If yes, please explain:

NĪΔ

Reference 1: Full Name, Phone Number and Address:

Jeanette Rodriguez

Reference 2: Full Name, Phone Number and Address:

Yulissa Williams

Reference 3: Full Name, Phone Number and Address:

Anna Mostacero

How did you hear about us?:

News Aurora (water bill newsletter)

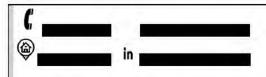
By clicking APPLY and submitting this application, I certify that the forgoing information is true and correct:

Daniana isabel Trigoso-Kukulski

Time of Submission: 12/19/24 4:15:18 PM

Attachments

- Resume Nov 2024.pdf



DANIANA TRIGOSO-KUKULSKI

EDUCATION

+ Certificate in Diversity, Equity, and Inclusion
DEI Strategies for Business Impact
Cambridge Judge Business School- London
-MB International Relations
Studies-Garcilaso University
-MBA Human Resources and
Social Project –Garcilaso University
-Bachelor of Science Degree and
in Early Childhood Education/Special Education
Garcilaso University

SKILLS

Public Speaking English/Spanish Leadership development Relationship-Building Strategic Planning Budget Allocation Fundraising and planning events Problem-solving skills. Excellent analytical skills

PUBLICATIONS:

"Life between Boarders" Best Seller-Book 2023
"The Plight of Houston's Low-Wage Essential
Workers During COVID-19" Houston, 2022
"Moving Forward, Houston Essential
Workers Plot a Path to a Better Future"
Houston 2021

AWARDS:

- +The keys to the City of Aurora, CO by the Mayor Mike Coffman- Natural Helpers Program. +Understanding Houston, Community Leaders making a difference in Houston.
- +Keynote speaker: "Combating Abuses Against Foreign-born Workers."
- +We don't Exist: Texas Domestic Workers Fight for Inclusion in Labor Laws- Texas Observer +Houston Immigrants and COVID-19- Houston Chronicle

Expertise:

+Immigrants-refugees international trade-+A proven record of successful fundraising, grant submission and management, budgeting, and fiscal management including success in building donor relationships and networks.



Aurora Sister Cities International -Aurora Colorado April 2024- Present CEO-Executive Director

- Serves as ASCI's chief fund-raiser, responsible for securing funding through the development, submission, and management of foundation and government grants; the solicitation of individual, partner, and corporate gifts; and the hosting of fund-raising events.
- Has overall responsibility for the implementation of the aims and goals of the organization and its programs and for meeting the requirements of ASCI's annual contract with the City of Aurora.
- Develops and implements, in collaboration with Board committees, organizational marketing and fund-raising plans.
- Engages actively in building relationships with community partners, supporters, donors, and funders including via organizational membership or board service.



Developing Integrity in Families and Youth Foundation Houston, Texas 2022-Present
President-Founder

- Lead the mission and vision of the organization, along with the Board, so that DIFY clients receive high-quality services.
- Prepare grants for submission incrementing the organization's budget to \$250,000 in donations, grants, and fundraising activities.
- Manage DIFY's budget and ensure that it is a financially viable, sustainable organization with the resources to meet current and projected program growth.
- Works proactively and collaboratively with the City of Houston, Office of International and Immigrant Affairs- New Americans and community partners to develop programs, projects, and exchanges that strengthen city relationships.
- Organized international missions to Argentina, Mexico and Peru educate government officials, non-profit leaders, and academics from Texas about international migration and border issues.



Fe y Justicia Worker Center Houston, Texas 2019- 2022 Executive Director

- Oversee the efficient and effective day-to-day operation of the organization, and agency administration including office operations, technology, and human resources.
- Developed and implemented strategic partnerships and programs with the Consulate General of Mexico, El Salvador, and Peru in the areas of migrant protection and human rights.
- Participate in identifying and cultivating more than 75 corporate, individual, and foundation sponsors.
- Lead the fundraising research based on program planning and prepare grants for submission incrementing the organization's budget to 2.9 million in donations, grants, and fundraising activities.
- Co-lead and participated in the creation of The Harris County Essential Workers Board the first of its kind in the U.S.

- +Multi-year experience in a leadership or management position, preferably in a nonprofit, with responsibilities that included developing and managing youth and other programs and organizing and supporting volunteer working groups and committees.
- +Experience with, and passion for, global affairs, international exchanges, cultural diversity, and community engagement.
- +immigration issues/ Capacity Building/ Gender Equality/ Wage theft /Disaster recovery/ Organizing, Mobilizing low-income workers.



Baker Ripley- Houston, Texas 2017-2019 Case Manager Recovery Program

- Identify and provide appropriate strategies to assist families affected by and in crisis with disaster relief, advocacy, and long-term disaster recovery.
- Provide a preliminary review of the reasonably foreseeable effects on the environment after Hurricane Harvey.
- Provide case management and seamless coordination to promote recovery support.
- Build and strengthen relationships with area governments, departments, agencies, tenants, owners, and contractors to manage the effective planning and implementation of emergency response strategies, both written and oral.



Catholic Charities Houston, Texas 2015-2017 **Assistant Program Director**

- Developed the program curriculum and services.
- Increase the program revenues by %165 (\$1.2 million) in a year through relationships with donors, foundations, and private companies.
- Expanded partnerships and collaborations with local consulates and embassies with welcoming initiatives and new projects for the immigrant and refugee communities
- Program reports, grant writing, working with donors, and fund development.



Latin System Economic - Caracas Venezuela 2008-2014 Coordinator of Relations with Regional and Extra-Regional Organizations

- Worked and supervised areas such as trade, logistics, productivity, and economic
- Developed, supervised, and managed projects of the Work Program based on the Decisions of the Latin American Council and the guidelines provided by the Permanent Secretary, specifically those related to the thematic axis of Economic Recovery and international relations.
- Managed and coordinated international and inter-institutional relations and international cooperation, planned, and promoted agreements by the Decisions of the Latin American Council, the Work programmed, and the guidelines provided by the Permanent Secretary.



Office of The Mayor Indianapolis Indiana- Indianapolis, Indiana

Chair, Indianapolis Sisters Cities Advisory Committee

- Worked proactively and collaboratively with the City of Indianapolis Office of Latino and International Affairs, and key community partners to develop programs, projects, and exchanges for Indianapolis Sister Cities.
- Led fundraising efforts in collaboration with the Mayor's Office of Latino and **International Affairs**
- Served as ASCI's public advocate and spokesperson in person and via social media.
- Encourages, cultivates, and celebrates broad and diverse community participation in all sister city functions and activities.
- Supported the development of strong, inclusive Sister City Working Groups that developed successful projects and exchanges with their sister cities. Hangzhou, China, and Campinas, Brazil.
- Guided the identification, development, and securing of sister cities' partnerships.

Aurora Immigrant And Refugee Commission Applicant Package - Ward VI

Aurora Immigrant And Refugee Commission - Ward VI

Term 01 Feb 2023 - 31 Jan 2025 Positions Available 5

Number of applicants in this package 1

- Christopher, Mark

Received: 03/21/2025

Ward VI Resident and Registered Voter

Arapahoe County Vetted: 03/21/2025 Warcus Bond

Name: Christopher, Mark
Address:
Email:
Board Name: Aurora Immigrant and Refugee Commission
Date of Birth:
Home Phone Number:
Work Phone Number:
How long have you lived in Aurora?: 10 years
Are you registered to vote?:
Yes
Years of Education Completed: M.Ed.
Degree(s) Received: M.Ed., B.S., A.A.
College(s) Attended: Cleveland State University, Syracuse University
Employer Name: Semi-Retired
Employer Address: Semi-Retired
Current Position: Semi-Retired
Years with Current Employer: NA
Work Experience: NA
Certification(s): Volunteer
How are you involved in your community?: Member of Open Space Board for approximately 9 years
List your interests and activities.: Communications, Community Outreach, Securing Rights of New Immigrants and Citizens, Environmental Concerns
Do you presently serve in any other appointed position on a board, commission or committee?:

No

If yes, enter the board name and position:

61

Former Open Space Board Member

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

No

Why do you desire this appointment?:

I think all communities should do what they can to protect and preserve the rights of immigrants to our city. America should always welcome and comfort the oppressed and those that struggle for freedom and a better life.

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

10

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

No

If yes, please explain:

Brian Green

Reference 1: Full Name, Phone Number and Address:

Manager Parks and Forestry,

Reference 2: Full Name, Phone Number and Address:

Pastor Ethan Hill,

Reference 3: Full Name, Phone Number and Address:

Website

How did you hear about us?:

Other

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

Mark Edward Christopher

Time of Submission: 03/21/25 6:02:24 PM

Attachments

- Mark ChristopherRes(5).pdf



Career Profile

Management professional with Administration, Training, Placement and Sales experience who excels at employee training and development, public speaking, marketing, written and verbal communications and creating strong relationships in the business community.

Career Summary

Stay-at-home parent 2007- present

Account Representative – Warwick Communications Cleveland, Ohio

2007

Recruitment/Placement Manager – Construction Craft Academy Macedonia, Ohio

2005-2006

Senior Consultant, Workforce and Organizational Development – CAMP, Inc. Cleveland, Ohio

2001-2004

Director of Admissions – Bryant & Stratton College Cleveland, Ohio

1999-2001

Senior Account Manager/Trainer – Technicomp, Inc Cleveland, Ohio

1995-1999

Education

M.Ed; Adult Learning and Development

Law Studies; Cleveland Marshall School of Law

Cleveland State University

Cleveland State University

B.S.; Writing; Newhouse School of Public Communications

Syracuse University

Work Experience

Business Relations

- Increased placement percentages to 80% at startup construction academy
- Acted as primary workforce development consultant for nonprofit organization
- Collaborated with manufacturing organizations to identify workforce training objectives
- Established strong working relationships with numerous corporate executives

Strategy

- Developed and implemented strategies that increased enrollments 75% of the time
- Created and executed on strategic plans for marketing and enrollment
- Developed and implemented business recruitment program
- Developed and implemented high school graduate recruitment program
- Managed and tracked metrics for lead dissemination program

Management

- Recruited, interviewed, hired and trained admissions staff
- Supervised team of 6 direct reports
- Motivated and resolved employee conflicts
- Prepared and delivered employee performance evaluations
- Assisted in management of departmental budget

Training and Professional Development

- Developed and implemented skill assessments to develop admissions team skillset
- Provided ongoing coaching and mentoring to staff
- Leveraged a variety of formal and informal training methods to further develop staff
- Developed customized training modules based on baseline training documentation
- Facilitated instructor-led multimedia presentations to teams

Communications

- Prepared and delivered numerous sales presentations to C-level executive clients
- Presented to students, faculty, administrators and parents and school enrollment events
- Prepared and delivered presentations at assorted trade shows

Student/Academic Relations

- Developed and implemented recruitment program for construction training academy
- Enrolled both traditional and non-traditional students for multi-state business college
- Advised students to select curricula that coincided with individual career objectives
- Acted as liaison in resolving student administrative challenges

References available upon request.

Aurora Immigrant And Refugee Commission Applicant Package - Ward II

Aurora Immigrant And Refugee Commission - Ward II

Term 01 Feb 2023 - 31 Jan 2025

Positions Available 5

Number of applicants in this package 1

- Guardado, Angela

Received: 02/11/2025

Ward II Resident & Registered Voter

Arapahoe County Vetted: 02/13/2025

Marcus Bond

Name: Guardado, Angela
Address:
Email:
Board Name: Aurora Immigrant and Refugee Commission
Date of Birth:
Home Phone Number:
Work Phone Number:
How long have you lived in Aurora?: 20
Are you registered to vote?:
Yes
Years of Education Completed: Undergrad
Degree(s) Received: 2
College(s) Attended:
Employer Name: Aurora Municipal Court
Employer Address: Aurora
Current Position: Relief Courtroom Assistant/Aurora Teen Court Program Assistant
Years with Current Employer:
Work Experience: Clerical and engage with clients.
Certification(s): Undergrad
How are you involved in your community?: Very, I like to participate and help as much as I can.
List your interests and activities.: Currently my interest is passing the lsat and going to law school.
Do you presently serve in any other appointed position on a board, commission or committee?:
No
If yes, enter the board name and position:

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

No

Why do you desire this appointment?:

I want to be the voice for the immigrant community.

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

As much as I need to

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

No

If yes, please explain:

No

Reference 1: Full Name, Phone Number and Address:

Rene Mejia

Reference 2: Full Name, Phone Number and Address:

Becky Huska

Reference 3: Full Name, Phone Number and Address:

Chris Grosskoph

How did you hear about us?:

Other

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

Angela Guardado

Time of Submission: 02/10/25 4:10:01 PM

Attachments

- Resume AG.pdf

Angela Guardado

Angela Guardado

Experience

Aurora Courthouse/Relief Courtroom Assistant

June 2024 - PRESENT, Aurora, CO

- Self-motivated, with a strong sense of personal responsibility.
- Worked effectively in fast-paced environments.
- Excellent communication skills, both verbal and written.
- Worked well in a team setting, providing support and guidance.
- Demonstrated respect, friendliness and willingness to help wherever needed.
- Managed time efficiently in order to complete all tasks within deadlines.
- Organized and detail-oriented with a strong work ethic.
- Used critical thinking to break down problems, evaluate solutions and make decisions.
- Maintained order in the courtroom during high-stress situations by implementing conflict resolution techniques.
- Expedited legal processes through effective collaboration with fellow bailiffs, law enforcement officers, and court staff.
- Assisted jurors throughout the trial process, addressing any questions or concerns to ensure a fair and unbiased verdict.
- Streamlined communication between the judge, attorneys, and other court personnel by delivering documents and messages in a timely manner.
- Improved courtroom efficiency by assisting judges with administrative tasks and managing court proceedings.
- Contributed to a respectful courtroom atmosphere by enforcing proper etiquette among attendees during trials.

- Supported judicial system integrity with the consistent application of ethical guidelines during interpretation assignments.
- Expunge court files.
- Answer and make phone calls.
- Interpret when needed.
- Conduct research.
- Help organize court files when needed.

Vintage Enviroforce / Field Operating Manager

January 2021 - PRESENT, Aurora, CO

- Reduced operational costs through effective management of staff schedules, resources, and vendor relationships.
- Ensured smooth daily operations with timely completion of all essential administrative tasks and responsibilities.
- Maintained accurate record-keeping systems to ensure easy access to critical information for decision-making purposes.
- Assisted in the hiring process, reviewing resumes, scheduling interviews, and onboarding new employees efficiently.
- Served as a reliable point of contact for employees, addressing questions or concerns related to benefits, payroll, or company policies promptly.

U.S. Senator Michael Bennet's Office / Intern

January 2024 - May 2024, Denver, CO

- Supported legislative staff with drafting correspondence and policy updates, ensuring timely communication with constituents.
- Contributed to a positive work environment by collaborating effectively with fellow interns and staff members.
- Enhanced constituent satisfaction by promptly addressing inquiries and concerns through email, phone calls, and in-person meetings.
- Conducted comprehensive research on local policy issues to better inform constituents of ongoing developments.
- Maintained strict confidentiality when handling sensitive information related to individual cases or internal operations of the office.
- Stayed current on federal, state, and local legislation relevant to constituent needs, ensuring accurate advice was provided at all times during interactions with

constituents.

Consulate General of El Salvador / Administrative Assistant

Oct 2023 - Nov 2023, Aurora, CO

- Assist with the DUI (Identification Card) issuance.
- Maintain strict confidentiality of paperwork and clients when to get their passports and identification cards.
- Assisted with administration tasks like answering phone calls, maintaining files and records.
- Collaborated with the consul to help draft wills for properties and other tasks when given.

Arapahoe County Sheriff's Department / Volunteer VictimAdvocate

May 2023 - September 2023, Aurora, CO

- Improved victim support services by establishing a strong rapport and providing emotional assistance to crime victims.
- Assisted law enforcement in investigations, conducting interviews with victims and witnesses for accurate case documentation.
- Enhanced community awareness of available resources by organizing outreach events and presentations on victim advocacy programs.
- Collaborated with multidisciplinary teams, ensuring comprehensive support for crime victims throughout the legal process.

Aurora Immigration Affairs / Intern

August 2018 - October 2019, Aurora, CO

- Enhanced intern productivity by assisting with project coordination and providing ongoing support.
- Conducted research for various projects, leading to well-informed decisions and successful outcomes.
- Developed organizational skills through managing multiple tasks simultaneously while adhering to strict deadlines.
- Gained hands-on experience in various software programs, increasing proficiency and expanding technical skill set.
- Sorted and organized files, spreadsheets, and reports.
- Interacted with customers by phone, email, or in-person to provide information.

Jason Crow Campaign / Intern

June 2018 - September 2018, Aurora, CO

 Contributed to a positive team environment by collaborating with fellow interns on group projects and presentations.

- Handled investigations by canvassing areas and following leads.
- Transcribed data and organized spreadsheets to record pledges, phone calls, and canvassing.

Education

Community College of Aurora / Associates of Arts;

Concentration Criminal Justice

August 2019 - May 2021, Aurora, CO

Metropolitan State University of Denver / Bachelors of Science; Concentration Criminal Justice & Minor in Legal Studies

August 2021 - May 2023, Denver, CO

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Accomplishments

Aurora Youth Commission 2018-2021

Aurora Youth Commission President 2020-2021

Aurora Citizens Academy Training 2018

National Honor Society President 2018-2019

Youth Leadership Summit @ DU 2018

New American Leaders "Ready to Win, Candidate Track" 2022

MSU Honor Thesis Seminar "The 14th Amendment through our eyes."

Western Governors Leadership Institute 2023

Young Invincibles Youth Board Member 2023-2025

Citizens Project "Policy and Advocacy" Board member 2024-2025

COLOR LIPS COHORT "Latina's increasing political strength" training 2024

"Primera Jornada en Diplomacia, Participación, Electoral y Resiliencia Urbana 2024" SEMBER Training 2024 in El Salvador (Diplomat training)

Aurora Immigrant And Refugee Commission Applicant Package - Ward V

Aurora Immigrant And Refugee Commission - Ward V

Term 01 Feb 2023 - 31 Jan 2025 Positions Available 5

Number of applicants in this package 1

- Kirema, Jane

Received: 04/02/2025

Ward V Resident and Registered Voter

Arapahoe County Vetted: 04/02/2025 Warcus Bond Name: Kirema, Jane Address: Email: **Board Name:** Aurora Immigrant and Refugee Commission Date of Birth: **Home Phone Number: Work Phone Number:** How long have you lived in Aurora?: 3 Are you registered to vote?: Yes **Years of Education Completed:** 20 Degree(s) Received: BS Accounting, MBA College(s) Attended: Regis University WGU **Employer Name:** Warm Cookies of the Revolution **Employer Address:** Gilpin St, Denver CO, 80218 **Current Position: Project Director Years with Current Employer: Work Experience:** Project Director- Warm Cookies, in charge of running the Aurora Civic House Party

Project Director- Warm Cookies, in charge of running the Aurora Civic House Party Series, with a focus in engaging Aurora residents in civic duty from the comforts of their homes

Certification(s):

MBA

How are you involved in your community?:

I run the Aurora Civics House Party, bringing diverse groups of people together to engage civically

List your interests and activities.:

Community engagement, advocacy work

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

No

If yes, enter the board name and position:

None

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

No

Why do you desire this appointment?:

To render a voice on the issues affecting immigrants and refugees from a lived experience

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

10 hours

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

No

If yes, please explain:

None

Reference 1: Full Name, Phone Number and Address:

Elizabeth Nalyanya-

Reference 2: Full Name, Phone Number and Address:

Sarah Potter,

Reference 3: Full Name, Phone Number and Address:

Susan Wachira,

How did you hear about us?:

Other

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

Jane Kirema

Time of Submission: 04/01/25 11:41:09 PM

Aurora Immigrant And Refugee Commission Applicant Package - Ward I

Aurora Immigrant And Refugee Commission - Ward I

Term 01 Feb 2023 - 31 Jan 2025 Positions Available 5

Number of applicants in this package 1

- Parker, Keith

Received: 03/24/2025

Ward I Resident & Registered Voter

Arapahoe County Vetted: 04/02/2025

Marcus Bond

Name: Parker, Keith

Address:

Email:

Board Name: Aurora Immigrant and Refugee Commission

Date of Birth:

Home Phone Number:

Work Phone Number:

How long have you lived in Aurora?:

35 years

Are you registered to vote?:

Yes

Years of Education Completed:

Associate degree -Psychology. K-12

Degree(s) Received:

Associate Psychology, Anthropology, Tramatic Brain Injury Training. CAT-1.

College(s) Attended:

Chicago University 1989-92 Metro University 2018-21

Employer Name:

Denver Justice Project

Employer Address:

1600 Downing Street Denver Colorado 80234

Current Position:

Policy Director

Years with Current Employer:

5 years

Work Experience:

I do a lot of community service, organizing outreach events,

Certification(s):

CAT-1

How are you involved in your community?:

I am a Policy Director for the community, I hold Town Hall meetings, workshops, listening sessions.

List your interests and activities.:

Building Community relations, Educating the community, and finical structure, case management.

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

Yes

If yes, enter the board name and position:

Chair of Behavior Health & Civic Engagement.

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

No

Why do you desire this appointment?:

Represent my community

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

much as needed

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

No

If yes, please explain:

nc

Reference 1: Full Name, Phone Number and Address:

Mr. Mike Weissman

Reference 2: Full Name, Phone Number and Address:

Mr. Ruebin Medina

Reference 3: Full Name, Phone Number and Address:

Mrs. Debbie Holden-Hunter

How did you hear about us?:

Channel 8

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

Keith x Parker

Time of Submission: 03/24/25 5:48:59 PM



Policy Committee Date: N/A

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

CITY OF AURORACouncil Agenda Commentary

Item Title: Consideration to Appoint One (1) Member to the Historic Preservation Commission		
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: 5/5/2025		
Regular Meeting: 5/20/2025		
2 nd Regular Meeting (if applicable): N/A		
Item requires a Public Hearing: \square Yes \boxtimes No		
ITEM DETAILS (Click in highlighted area below bullet point list to enter applicable information.)		
 Waiver of reconsideration requested, and if so, why Sponsor name Staff source name and title / Legal source name and title Outside speaker name and organization Estimated time: (For Study Session items only indicate combined time needed for presentation and discussion) 		
Kadee Rodriguez, City Clerk / Tim Joyce, Assistant City Attorney		
ACTIONS(S) PROPOSED (Check all appropriate actions)		
☐ Approve Item and Move Forward to Study Session ☐ Approve Item as Proposed at 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		

Recommends Approval	☐ Does Not Recommend Approval
☐ Forwarded Without Recommendation	☐ Minutes Not Available
☐ Minutes Attached	
HISTORY (Dates reviewed by City council, Policy Committee comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY	
The purpose of the Historic Preservation Commission is tregarding potential landmark status for historical sites, cand economic benefit of Aurora citizens.	to review and make recommendations to City Council districts and other properties for the educational, cultural
	(11) members appointed by the Aurora City Council. The up to three (3) terms. All eligible applications received considered for interviews.
ITEM SUMMARY (Brief description of item, discussion, ke	y points, recommendations, etc.)
The Historic Preservation Commission currently has two applications and an interview was conducted on April 11	
Among the applicants were: Yasmin Harris Mark Christopher	
Upon conducting interview, the Historic Preservation Cor of the following candidate:	mmission respectfully recommends the appointment and
asmin Harris – Partial term beginning 8/1/2022 and en beginning on 8/1/2025 and ending on 7/31/2028.	ding on 07/31/2025 and be approved for 1st term
FISCAL IMPACT	
Select all that apply. (If no fiscal impact, click that box a	and skip to "Questions for Council")
□ Revenue Impact□ Budgeted Expenditure Impact□ Workload Impact□ No Fiscal Impact	□ Non-Budgeted Expenditure Impact
REVENUE IMPACT Provide the revenue impact or N/A if no impact. (What is a Provide additional detail as necessary.)	the estimated impact on revenue? What funds would be impacted?
N/A	
BUDGETED EXPENDITURE IMPACT Provide the budgeted expenditure impact or N/A if no impact obe used? Does this shift existing budget away from existing budget away from existing budget away from existing budget.	pact. (List Org/Account # and fund. What is the amount of budget sting programs/services? Provide additional detail as necessary.)
N/A	
	no impact. (Provide information on non-budgeted costs. Include ges, and Capital needs. Provide additional detail as necessary.)
N/A	

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		
<u> </u>		

QUESTIONS FOR COUNCIL

Does Council wish to appoint Yasmin Harris to the Historic Preservation Commission?

LEGAL COMMENTS

All boards and commissions shall be appointed by City Council. (City Charter, art III, sec. 3-11 and art. IX, sec. 9-1). The historic preservation commission has eleven voting members consisting of five "professional" members, as defined in section 78-27, and six qualified citizens. The eleven voting members shall be registered electors of the City, to be appointed pursuant to City Charter, art. IX, sec. 9-1. In addition, the five professional voting members shall meet the following qualifications: (1) An interest, competence, or knowledge of historic preservation; and (2) Professional experience in the disciplines of history, architecture, historic architecture, architectural history and archaeology, as described in section 78-27. (Aurora, Colo. Code § 78-26). The term length for each member is three years and members may serve up to three consecutive terms. (Aurora, Colo. Code § 2-772 and Resolution R2013-03). (TJoyce)



TO: Mayor Coffman and Members of the City Council

FROM: Chris Geddes, Historic Preservation Specialist

THROUGH: Marcus Bond, City Clerk Analyst

DATE: April 11, 2025

SUBJECT: Appointment of New Member to the Historic Preservation Commission

Board or Commission: Historic Preservation Commission

Number of Vacancies: 2

Interview Information

Date of Interviews: 4/11/2025

Names of Applicants: Yasmin Harris

Applicants Interviewed: Yasmin Harris

Recommendation

Suggested Appointment(s): Yasmin Harris

Summary:

The Aurora History Museum and Historic Sites Office is seeking to appoint Yasmin Harris (Citizen Member, Ward I) to the Historic Preservation Commission (HPC). Mrs. Harris was interviewed by the HPC Chair, Vice Chair, and City's Historic Preservation Specialist. She was engaged in the interview process and provided strong answers to the interview committee. Additionally, Mrs. Harris attended the HPC meeting on April 8, 2025, and participated in the public comment sections. She is actively involved in her community, attends Ward meetings and other community-focused group meetings. Finally, We have not had a Ward I member on the HPC in at least 5 years, so it would be great to have that part of the city represented once again. The interview committee was incredibly impressed with her as the conversation flowed during the interview.

The Aurora Historic Preservation Commission and Aurora History Museum and Historic Sites Office strongly recommends the appointment of Yasmin Harris as a member of the Historic Preservation

Commission to complete the partial term beginning 8/1/2022 and ending on 7/31/2025 and be approved for her 1st term beginning 8/1/2025 and ending on 7/31/2028.

Historic Preservation Commission

Applicant Package - Ward I

Historic Preservation Commission - Ward I

Term 01 Aug 2024 - 31 Jul 2027

Positions Available 3

Number of applicants in this package 1

- Harris, Yasmin

Received: 03/27/2025

Ward I Resident & Registered Voter

Arapahoe County Vetted: 03/27/2025 Warcus Bond

Address:
Email:
Board Name: Historic Preservation Commission
Date of Birth:
Home Phone Number:
Work Phone Number:
How long have you lived in Aurora?: 8 years
Are you registered to vote?:
Yes
Years of Education Completed: 16 years
Degree(s) Received: AAS BA
College(s) Attended: Community college of Aurora University of Colorado-Denver
Employer Name: Cencora
Employer Address: 1109 Chester St
Current Position: CRM Technology and Innovations Product Owner
Years with Current Employer: 5 years
Work Experience:

Name: Harris, Yasmin

CRM Technology and Innovations Product Owner AmerisourceBergen/The Lash Group | 09/2022 - Present | Remote - Aurora, CO Lead end-to-end technology implementations, managing development, testing, and release phases. Act as a liaison between business stakeholders and technology teams to align product vision. Oversee third-party communication and claims billing vendor partnerships. Optimize Salesforce-based patient hub solutions and drive workflow enhancements. Conduct business risk assessments and ensure compliance with healthcare regulations. Sr. Salesforce Business Analyst AmerisourceBergen/The Lash Group | 07/2019 - 09/2022 | Remote -Aurora, CO Gathered and translated business requirements into functional and technical solutions. Led Salesforce-based product implementations and system integrations. Conducted UAT testing and collaborated with IT teams to validate system enhancements. Recommended process improvements to optimize system efficiency. CRM Product Manager Wells Fargo/Aerotek Systems | 03/2019 – 07/2019 | Charlotte, NC Developed project roadmaps and implementation timelines. Conducted risk assessments and facilitated workflow automation projects. Managed scope changes and documented system enhancements. CRM Product Owner Apindel Technologies/Comcast | 09/2017 – 01/2019 Led Salesforce administration tasks, including security, workflows, and user accounts. Identified system improvements and documented enhancement requests. Conducted gap and risk analyses to improve business processes. Skills & Expertise Product Ownership & Business Analysis: Agile methodologies, backlog prioritization, requirements gathering, UAT testing. Salesforce & Technology Solutions: Salesforce CRM, workflow automation, API integrations, system enhancements. Regulatory & Compliance: Business risk assessments, HIPAA/PHI compliance, data integrity & security. Cross-Functional Collaboration: Stakeholder engagement, technology implementation, project management.

Certification(s):

Salesforce Admin Scaled Agile PO/PM CAI Board Leader Certificate

How are you involved in your community?:

Currently I am engaged with a community safety committee (Mabry Safety Collective) which focuses on community safety, building community engagement, and advocacy. Further I have a strong interest in local development decisions specifically related to urban renewal, historic preservation, and community representation in Ward I.

List your interests and activities.:

My personal interests and activities include reading, researching, gardening, and spending time with my family.

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

No

If yes, enter the board name and position:

N/A

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

No

Why do you desire this appointment?:

I am interested in serving on the Historic Preservation Commission because I am passionate about preserving Aurora's rich history and ensuring that its architectural and cultural heritage is recognized and maintained for future generations. As a resident of Ward I, I see this as an opportunity to contribute to a broader understanding of the area's historical significance and advocate for thoughtful preservation efforts. With over seven years of experience as a Product Owner in healthcare technology. I have honed skills in research, risk assessment, and stakeholder collaboration—all of which are essential in evaluating preservation initiatives, reviewing proposals, and engaging the community. My background in business process improvement and regulatory compliance has equipped me with a detail-oriented and analytical mindset that can support the Commission's efforts in assessing historical properties and guiding preservation policies. Additionally, my academic foundation in Political Science and Paralegal Studies has given me a strong understanding of governance, policy-making, and legal frameworks—knowledge that can be valuable when navigating historic preservation regulations and community advocacy. I am excited about the prospect of contributing to the Commission's mission and working alongside fellow members to preserve Aurora's unique character.

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

TBD

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

No

If yes, please explain:

N/A

Reference 1: Full Name, Phone Number and Address:

Stephen Elkins

Reference 2: Full Name, Phone Number and Address:

Shannon Peterson

Reference 3: Full Name, Phone Number and Address:

Chelsea Drucker

How did you hear about us?:

Word of Mouth;Other

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

Yasmin Harris

Time of Submission: 03/27/25 2:00:03 AM

Historic Preservation Commission

Applicant Package - Ward VI

Historic Preservation Commission - Ward VI

Term 01 Aug 2024 - 31 Jul 2027

Positions Available 3

Number of applicants in this package 1

- Christopher, Mark

Received: 03/21/2025

Ward VI Resident & Registered Voter

Arapahoe County Vetted: 03/21/2025 Warcus Bond Name: Christopher, Mark Address: Email: **Board Name:** Historic Preservation Commission Date of Birth: **Home Phone Number:** Cell **Work Phone Number:** How long have you lived in Aurora?: 10 years Are you registered to vote?: Yes **Years of Education Completed:** 18 Degree(s) Received: M.Ed, B.S. College(s) Attended: Cleveland State University, Syracuse University **Employer Name:** Semi-Retired **Employer Address:** Home address **Current Position:** Semi-retired **Years with Current Employer:** Semi-Retired **Work Experience:** None Certification(s): None How are you involved in your community?: Member of Open Space Board for nine years List your interests and activities.: Communications, history, environment, immigration Do you presently serve in any other appointed position on a board, commission or committee?: Yes If yes, enter the board name and position:

Member Open Space Board

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

No

Why do you desire this appointment?:

Though not born in Aurora, I believe it is essential that every city preserve its heritage and that starts with historic buildings and landmarks.

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

10 hours

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

No

If yes, please explain:

None

Reference 1: Full Name, Phone Number and Address:

Brian Green

Reference 2: Full Name, Phone Number and Address:

Manager Parks and Forestry for the

Reference 3: Full Name, Phone Number and Address:

Pastor Ethan Hill,

How did you hear about us?:

Other

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

Mark Edward Christopher

Time of Submission: 03/21/25 6:19:04 PM

Attachments

- Mark ChristopherRes(4).pdf



Career Profile

Management professional with Administration, Training, Placement and Sales experience who excels at employee training and development, public speaking, marketing, written and verbal communications and creating strong relationships in the business community.

Career Summary

Stay-at-home parent 2007- present

Account Representative – Warwick Communications Cleveland, Ohio

2007

Recruitment/Placement Manager – Construction Craft Academy Macedonia, Ohio

2005-2006

Senior Consultant, Workforce and Organizational Development – CAMP, Inc. Cleveland, Ohio

2001-2004

Director of Admissions – Bryant & Stratton College Cleveland, Ohio

1999-2001

Senior Account Manager/Trainer – Technicomp, Inc Cleveland, Ohio

1995-1999

Education

M.Ed; Adult Learning and Development

Law Studies; Cleveland Marshall School of Law

Cleveland State University

Cleveland State University

B.S.; Writing; Newhouse School of Public Communications

Syracuse University

Work Experience

Business Relations

- Increased placement percentages to 80% at startup construction academy
- Acted as primary workforce development consultant for nonprofit organization
- Collaborated with manufacturing organizations to identify workforce training objectives
- Established strong working relationships with numerous corporate executives

Strategy

- Developed and implemented strategies that increased enrollments 75% of the time
- Created and executed on strategic plans for marketing and enrollment
- Developed and implemented business recruitment program
- Developed and implemented high school graduate recruitment program
- Managed and tracked metrics for lead dissemination program

Management

- Recruited, interviewed, hired and trained admissions staff
- Supervised team of 6 direct reports
- Motivated and resolved employee conflicts
- Prepared and delivered employee performance evaluations
- Assisted in management of departmental budget

Training and Professional Development

- Developed and implemented skill assessments to develop admissions team skillset
- Provided ongoing coaching and mentoring to staff
- Leveraged a variety of formal and informal training methods to further develop staff
- Developed customized training modules based on baseline training documentation
- Facilitated instructor-led multimedia presentations to teams

Communications

- Prepared and delivered numerous sales presentations to C-level executive clients
- Presented to students, faculty, administrators and parents and school enrollment events
- Prepared and delivered presentations at assorted trade shows

Student/Academic Relations

- Developed and implemented recruitment program for construction training academy
- Enrolled both traditional and non-traditional students for multi-state business college
- Advised students to select curricula that coincided with individual career objectives
- Acted as liaison in resolving student administrative challenges

References available upon request.



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

CITY OF AURORACouncil Agenda Commentary

Item Title: Consideration to Appoint One (1) Member and to Reap	point Two (2) Members to the Veterans Affairs Commission
Item Initiator: Kadee Rodriguez, City Clerk	
Staff Source/Legal Source: Kadee Rodriguez, City Clerk / Tim Jo	yce, Assistant City Attorney
Outside Speaker: N/A	
Strategic Outcome: Connected and Engaged: Providing programn history and contributions of our vibrant communities.	ning, learning resources, and amenities that reflect the rich
COUNCIL MEETING DATES:	
Study Session: 5/5/2025	
Regular Meeting: 5/19/2025	
2 nd Regular Meeting (if applicable): N/A	
Item requires a Public Hearing: \square Yes \boxtimes	No
ITEM DETAILS (Click in highlighted area below bullet point list to	enter applicable information.)
 Waiver of reconsideration requested, and if so Sponsor name Staff source name and title / Legal source name Outside speaker name and organization Estimated time: (For Study Session items only and discussion) Kadee Rodriguez, City Clerk / Tim Joyce, Assistant City	me and title y indicate combined time needed for presentation
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."	ove.
PREVIOUS ACTIONS OR REVIEWS:	
Policy Committee Name: N/A	
Policy Committee Date: N/A	

Recommends Approva	ıl	☐ Does Not Recommend Approval
☐ Forwarded Without Re	ecommendation	☐ Minutes Not Available
☐ Minutes Attached		
		Boards and Commissions, or Staff. Summarize pertinent DMMITTEES AND BOARDS AND COMMISSIONS.)
nousing, employment and concerns, serve as a sourc	other areas affecting veterans in	the concerns of Veterans relating to transportation, in the city, makes recommendations to these issues and arces and services available to veterans, and exercises ouncil.
ength is three (3) years a		nembers appointed by the Aurora City Council. The term ree (3) consecutive terms. All eligible applications be considered for interviews.
ITEM SUMMARY (Brief	description of item, discussion, key p	points, recommendations, etc.)
		three (3) upcoming vacancies. The Veterans Affairs was conducted on March 20, 2025.
The applicants were: Iman Watson Robert Rechardt Michael Swanson Ralph Charlip Mary Melissa Watkins		
Jpon conducting the inter reappointment of the follo		ission respectfully recommends the appointment and
and ending on 6/30/2028 Michael Swanson - 1 st teri	m beginning 7/1/2022 and endin m beginning 7/1/2025 and endin n beginning 7/1/2025 and ending	ng on 6/30/2025 and 1 st full term beginning 7/1/2025 ng on 6/30/2028 ng on 6/30/2028
FISCAL IMPACT		
Select all that apply. (If no	o fiscal impact, click that box and	d skip to "Questions for Council")
☐ Revenue Impact☐ Workload Impact	☐ Budgeted Expenditure Impact☒ No Fiscal Impact	□ Non-Budgeted Expenditure Impact
REVENUE IMPACT Provide the revenue imperovide additional details		e estimated impact on revenue? What funds would be impacted?
N/A		
	xpenditure impact or N/A if no impac	ct. (List Org/Account # and fund. What is the amount of budgeting 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.)

IV/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) and the workload impact or N/A if no impact.	re
needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)	
N/A	

QUESTIONS FOR COUNCIL

Does Counci support the appointment of Iman Watson and reappointment of Robert Rechardt and Michael Swanson to the Veterans Affairs Commission?

LEGAL COMMENTS

All boards and commissions shall be appointed by City Council. (City Charter, art III, sec. 3-11 and art. IX, sec. 9-1). The veterans' affairs commission shall consist of eleven voting members and one non-voting alternate member, who shall be registered electors and shall be on active duty or honorably discharged from the United States Army, Navy, Marine Corps, Air Force or Coast Guard. (Aurora, Colo. Code § 2-851). The term length for each member is three years and members may serve up to three consecutive terms. (Aurora, Colo. Code § 2-772 and Resolution R2013-03). (Tjoyce)



TO: Mayor Coffman and Members of City Council

FROM: Dr Ralph Charlip, Chairperson, Aurora Veterans Affairs Commission

THROUGH: Marcus Bond, City Clerk Analyst

DATE: April 10, 2025

SUBJECT: New Appointment to the Veterans Affairs Commission

Board or Commission: Veterans Affairs Commission

Number of Vacancies: 1

Interview Information

Date of Interview: March 20, 2025

Name of Applicant: Iman Watson

Applicant Interviewed: Yes

Recommendation

Suggested Appointment: Yes

Summary: The Veterans Affairs Commission unanimously supports Iman Watson for appointment as a commissioner. To assess his qualifications, I checked his social media accounts (Facebook and LinkedIn), spoke with three references and three commissioners interviewed Mr Watson for approximately 60 minutes during which he was asked his experience, values, and desire to serve as a commissioner. He demonstrated strong values regarding honesty, integrity and accountability and is committed to veteran issues. He demonstrated the ability to deal with conflict, speak to the public and have the time to be engaged with the commission. His reference checks were all positive and supported the information he shared during the interview. We look forward to working with him in the future.



TO: Mayor Coffman and Members of City Council

FROM: Dr Ralph Charlip, Chairperson, Aurora Veterans Affairs Commission

THROUGH: Marcus Bond, City Clerk Analyst

DATE: April 10, 2025

SUBJECT: Reappointment to the Veterans Affairs Commission

Board or Commission: Veterans Affairs Commission

Number of Upcoming Vacancies: 3

Interview Information

Date of Interview: None

Name of Applicant: Robert Reichardt

Applicant Interviewed: No

Recommendation

Suggested Appointment: Yes

Summary: The Veterans Affairs Commission unanimously supports a reappointment for Robert Reichardt as a commissioner. As a current commissioner, we have observed his ability and dedication to serve on the Commission. He has demonstrated strong values regarding honesty, integrity and accountability and is committed to veteran issues. He has demonstrated the ability to deal with conflict, speak to the public and have the time to be engaged with the commission. We look forward to continuing to work with him.





TO: Mayor Coffman and Members of City Council

FROM: Dr Ralph Charlip, Chairperson, Aurora Veterans Affairs Commission

THROUGH: Marcus Bond, City Clerk Analyst

DATE: April 10, 2025

SUBJECT: Reappointment to the Veterans Affairs Commission

Board or Commission: Veterans Affairs Commission

Number of Upcoming Vacancies: 3

Interview Information

Date of Interview: None

Name of Applicant: Dr Michael Swanson

Applicant Interviewed: No

Recommendation

Suggested Appointment: Yes

Summary: The Veterans Affairs Commission unanimously supports a reappointment for Dr Michael Swanson as a commissioner. As a current commissioner, we have observed his ability and dedication to serve on the Commission. He has demonstrated strong values regarding honesty, integrity and accountability and is committed to veteran issues. He has demonstrated the ability to deal with conflict, speak to the public and have the time to be engaged with the commission. We look forward to continuing to work with him.

Veterans Affairs Commission Applicant Package - Ward VI

Veterans Affairs Commission - Ward VI

Term 01 Jul 2023 - 30 Jun 2026

Positions Available 1

Number of applicants in this package 1

- Watson, Iman

Received: 03/05/2025

Ward VI Resident & Registered Voter

Arapahoe County Vetted: 03/07/2025

Marcus Bond

Board Name: Veterans Affairs Commission
Date of Birth:
Home Phone Number:
Work Phone Number:
How long have you lived in Aurora?:
17 years
Are you registered to vote? :
Yes
Verse of Education Completed.
Years of Education Completed:
Years of Education Completed: 4
4
4 Degree(s) Received:
Degree(s) Received: BS Information Technology
Degree(s) Received: BS Information Technology College(s) Attended:
Degree(s) Received: BS Information Technology College(s) Attended: Slippery Rock University
Degree(s) Received: BS Information Technology College(s) Attended: Slippery Rock University Employer Name:
Degree(s) Received: BS Information Technology College(s) Attended: Slippery Rock University Employer Name: Colorado Health Foundation
Degree(s) Received: BS Information Technology College(s) Attended: Slippery Rock University Employer Name: Colorado Health Foundation Employer Address:

Name: Watson, Iman

Email: Iman.

Address:

Years with Current Employer:

3

Work Experience:

10/22 - Present Colorado Health Foundation Denver, CO Sr. IT Manager • Manage information technology (IT) operations, including audio-visual systems, network infrastructure, and end-user support. • Oversee cybersecurity measures, ensuring data integrity and secure business applications. • Maintain and update system documentation, contributing to efficient IT processes. • Administer IT/FAC department service desk, providing timely and effective support. • Lead technology projects that align with organizational mission and enhance customer service delivery. • Serve as SharePoint Administrator, managing site collections, permissions, and content organization. • Act as Salesforce Administrator, handling user management, customization, and data management, 1/19 - 9/22 Perficient Denver, CO Solutions Architect • Provided Azure expertise around services, cost, security, scale, and enablement. Azure Platform delivery and technical oversight for establishing the Azure platform along with DevOps. • Process design and Improvement: Developed ITIL-aligned ITSM processes and enabled key ITSM automation via ServiceNow. Design service support strategy. • Provide architectural assessments, strategies, and roadmaps for one or more technology domains. • Lead projects within architecture. Work with Product Owner/Business Analysts to understand functional requirements and interact with other cross-functional teams to architect, design, develop, test, and release features. • Develop Proof-of-Concept projects to validate new architectures and solutions. • Mentor and provide architectural guidance to multiple teams building innovative applications. • Engage with business stakeholders to understand required capabilities, integrating business knowledge with technical solutions 1/17 - 1/19 RES Americas Broomfield, CO Director of IT, Americas • Responsible for controlling and monitoring performance across the project management team for all aspects of an assigned project • Set the IT Project Management teams priorities and check work performance periodically • End-to-end responsibility for the IT function in the Americas. Functions include service delivery. networking and operations, enterprise architecture, PMO, and software development • Direct management of 24 staff, accountability for \$6M budget • Major restructure of the IT organization into a globally aligned and scalable function with clear job descriptions, performance expectations and career paths • Management of \$3M project portfolio, as well as identification and initiation of major business-value driven projects with business cases ranging from \$100k to \$8M in value • Business-aligned strategy and planning with both the Americas Executive Team and global IT and business leadership Service Desk Manager • Actively direct and manage the project life cycle from project kickoff through development, deployment, User Acceptance Testing support and launch • Monitor the progress of the project and make adjustments as necessary to ensure the successful completion of the project • Managed IT procurement for contracts, vendors, PO's, etc. • Ground-up rebuilding of the service delivery capability resulting in massively improved service to IT customers, establishing clear roles and accountabilities, standard processes and tools (+- 1400 users domestically, 2000 users globally) • Delivered a global application support desk (ServiceNow) from pilot to operational service, resulting in significant staff rationalization and simplification of service • Introduced customer satisfaction surveys for evaluation and trending of performance. Improved measured customer service by 20% • Acted as discipline leader and coach for all global IT service management staff • Interface with internal IT Services groups on the requirements / impacts of operational issues, architectural directions, project deliverables, strategic initiatives • Interface with business units external to IT Services on the delivery into projects, operational assistance and support and reviewing level service being delivered • Developed and managed IT SLA's and scorecards to improve IT services • Improved and managed user communication process 04/12 - 12/16 Markwest Energy Denver, CO Service Delivery Supervisor • Effectively lead team ensuring good cross-functional communications and provide input to functional managers on team and team member performance • Assists with tracking, monitoring and reporting project progress • Assist Project Managers and Senior Project Managers to manage their projects like scheduling and organizing meetings • Attended regular M&A meetings with internal management

and helped to facilitate discussion and answer questions regarding project status • Implemented ITIL processes to improve service delivery performance (including full verification of Sox C12 Compliance). • Managed and improved IT asset and license management with savings of 300k a year. • Manage, guide and mentor technical teams specializing in various enterprise technologies delivering design, build, test, and support services across local and global locations. • Managed service desk to support multiple offices, 2000 users o Boosted first call resolution from 50% to 90% in 6 months by implementing and achieving Service Level Agreements (SLAs) o Implemented incident management solutions with life cycle accountability, status, and tracking to increase service and IT value to the business units. • Governed IT plans and projects to develop and deploy infrastructure hardware and software solutions nationwide. 01/08 - 4/12 Mine Safety Appliance Pittsburgh, PA Desktop Support Lead Technician • Provide desktop and laptop support for system refresh project, supported users on setting up multiple network printers, managed hardware and software failures • Provided maintenance and user support for numerous devices and operating systems including Windows XP/7, Microsoft Office, iPhone/iPad/Android/Blackberry • Upgraded and prepare Dell computer systems for Windows 7 migration 06/07 - 01/08 LANtek Pittsburgh, PA IT Field Technician Implemented technical support for software, hardware, and connectivity issues for windows enterprise environment. Rendered timely resolutions to support mission-critical application users Installed, configured and modified hardware and software to ensure optimal performance 11/05-01/08 Xilinx Longmont, CO Applications Support • Provide second-level application software support for multiple products. Analyze system errors and troubleshoot network, server, and database errors. Document system bugs; report to Development team • Identify and find solutions for specific customer issues related to the Xilinx software suite (ISE), including design entry and all tools to implement the design in hardware • Ensured reported issues were resolved more quickly by documenting and tracking application issues, using Agile Methodology, as well as by participating in scrum meetings, which assisted with prioritization of issues 4/96 -4/2000 United States Navy Virginia Beach, VA • Plane Captain, F-14 Tomcat / F-18 Super Hornet Squadron, on Theodore Roosevelt, Carrier Airwing 8 • Led over 40 deployments to various operations and conflicts around the world. Awarded the Navy Achievement Medal by senior leaders for superior performance. • Planned, scheduled, and organized use and maintenance of aerospace vehicles, engines and aerospace equipment to meet war time tasking and training mission schedules.

Certification(s):

ITIL Practitioner Microsoft Azure Foundations

How are you involved in your community?:

I actively engage in my community by attending local events, coaching youth sports, and supporting various campaigns.

List your interests and activities.:

Information Technology & Leadership – Strategy, governance, system integration (like Fluxx & Intacct), and dashboard tools. Website Development & Content Strategy – Crafting mission-driven content for consulting, mission services, and 'About Us' pages. Health Equity & Community Engagement – Supporting initiatives focused on improving health outcomes and addressing systemic inequities. Project Management & Organizational Strategy – Assisting with governance committee communications, site redesign, and IT updates.

Do you presently serve in any other appointed position on committee?:	a board, commission or
No	
If yes, enter the board name and position:	
N/A	
Are you currently a member and seeking reappointment on applying for?:	the board you are
No	
Why do you desire this appointment?:	
I am seeking this appointment to actively support veterans and community. I am passionate about the work I take on and believ meaningful, positive impact.	•
How much time do you anticipate being able to spend on the month?:	nis appointment each
20 hours	
Do you have any conflicts of interest that should be disclos	sed?:
No	
If yes, please explain:	
NA	
Reference 1: Full Name, Phone Number and Address:	
Johnny Watson	
Reference 2: Full Name, Phone Number and Address:	
Doris Gains Aurora, CO	
Reference 3: Full Name, Phone Number and Address:	
Lew Spelgatti	
How did you hear about us?:	

Word of Mouth;Other

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

Iman Watson

Time of Submission: 03/05/25 4:55:33 PM

Attachments

- DD214.pdf

Veterans Affairs Commission Applicant Package - Ward V

Veterans Affairs Commission - Ward V
Term 01 Jul 2023 - 30 Jun 2026
Positions Available 1

Number of applicants in this package 1

- Reichardt, Robert

Received: 04/04/2025 Ward V Resident & Registered Voter Arapahoe County

Vetted: 04/04/2025

Marcus Bond

Name: Reichardt, Robert
Address:
Email:
Board Name: Veterans Affairs Commission
Date of Birth:
Home Phone Number:
Work Phone Number:
N/A
How long have you lived in Aurora?:
25+ years
Are you registered to vote? :
Yes
Years of Education Completed:
14
Degree(s) Received:
Associate's degree
College(s) Attended:
Red Rocks Community College Lakewood, Colorado
Employer Name:
Self Employed
Employer Address:
Last address 3187 S Sedalia Way Aurora, CO 80013
Current Position:
Retired

Work Experience: 35 Years in sales, marketing and website development Certification(s): Mostly sales, marking training for past employees. All other training was self taught How are you involved in your community?: Veterans Affairs Commission (commissioner) Gateway Optimist Club of Aurora (board member) American Red Cross (deputy for the SCI Unit at the RMR VA Hospital in Aurora) List your interests and activities.: Involved with many activities at Our Father Luthran Church, Men's Bible Study Group Golf, Phtography, Fishing, Working with Wreaths Across America trough GOC Optimist Club. Reading, anything I can do to support Veterans and their families Do you presently serve in any other appointed position on a board, commission or committee?: Yes If yes, enter the board name and position:

member) Deputy (American Red Cross)

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

Veterans Affairs Commission (commissioner) Gateway Optimist Club of Aurora (board

Yes

Why do you desire this appointment?:

Years with Current Employer:

N/A

To continue to work and support Aurora Veterans and their families.

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

I'm pretty open on that. 20 hours or so.

Do you have any conflicts of interest that should be disclosed?:
No
If yes, please explain:
I have no conf
Reference 1: Full Name, Phone Number and Address:
Dr Rob Hays
Reference 2: Full Name, Phone Number and Address:
David or Tiffany
Reference 3: Full Name, Phone Number and Address:
Norman Reichardt
How did you hear about us?:
Other
By clicking APPLY and submitting this application, I certify that the forgoing information is true and correct.:
True and correct
Time of Submission: 04/04/25 1:23:09 PM
Attachments
- RMR_DD214.pdf.pdf

Veterans Affairs Commission Applicant Package - Ward I

Veterans Affairs Commission - Ward I Term 01 Jul 2023 - 30 Jun 2026 Positions Available 1

Number of applicants in this package 1

- Swanson, Michael

Received: 04/02/2025 Ward I Resident & Registered Voter Adams County

Vetted: 04/03/2025
Warcus Bond

Name: Swanson, Michael
Address:
Email:
Board Name: Veterans Affairs Commission
Date of Birth:
Home Phone Number:
Work Phone Number:
How long have you lived in Aurora?:
6 years
Are you registered to vote? :
Yes
Years of Education Completed:
Doctoral
Degree(s) Received:
Bachelor of Arts in Nursing Doctor in Nursing Practice Master in Business Administration
College(s) Attended:
Augustana University - Sioux Falls, SD Rush University - Chicago, IL Denver University - Denver, CO
Employer Name:
US Department of Veterans Affairs
Employer Address:
1700 N Wheeling St Aurora, CO 80045
Current Position:

Nurse Practitioner

Years with Current Employer:
6 years
Work Experience:
Registered Nurse - 8 years Nurse Practitioner - 7 years
Certification(s):
Nurse Practitioner, Adult Gerontological Acute Care Certification through the American Nurses Credentialing Center
How are you involved in your community?:
I attend church regularly in my community have joined the Aurora VAC in Jan'25 to fill a vacancy as a previous commissioner resigned.
List your interests and activities.:
Sports, Hiking, Politics, Current Events - several more
Do you presently serve in any other appointed position on a board, commission or committee?:
Yes
If yes, enter the board name and position:
Aurora city VAC
Are you currently a member and seeking reappointment on the board you are applying for?:
Yes
Why do you desire this appointment?:
I'd like to make a positive impact on the quality of lives for veterans living in Aurora, CO.
How much time do you anticipate being able to spend on this appointment each month?:
2-4 hours

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

No

If yes, please explain:
n/a
Reference 1: Full Name, Phone Number and Address:
Scarlett Godwin
Reference 2: Full Name, Phone Number and Address:
Chis Brokaw
Reference 3: Full Name, Phone Number and Address:

Other

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

APPLY

Time of Submission: 04/02/25 4:38:14 PM

Attachments

- Swanson DD214.pdf

How did you hear about us?:

Veterans Affairs Commission Applicant Package - Ward II

Veterans Affairs Commission - Ward II **Term** 01 Jul 2023 - 30 Jun 2026 **Positions Available** 1

Number of applicants in this package 1

- Watkins, Mary Melissa

Received: 5/30/2024 Ward II Resident & Registered Voter Arapahoe County Vetted on 5/30/2024

Marcus Bond

Email:
Board Name: Veterans Affairs Commission
Date of Birth:
Home Phone Number:
Work Phone Number:
none
How long have you lived in Aurora?:
3 years
Are you registered to vote? :
Yes
Years of Education Completed:
16
Degree(s) Received:
BA Education
College(s) Attended:
Memphis State University
Employer Name:
Retired
Employer Address:
none
Current Position:

Name: Watkins, Mary Melissa

Address:

none

Years with Current Employer:

12

Work Experience:

1992-1996 - Fighter Squadron Adjutant/Section Commander (F-15E Strike Eagle)/335th Fighter Squadron Seymour Johnson AFB NC; 1996-1998 - Command Post Controller/43rd Composite Wing Pope AFB NC 1998-2001 - Intelligence Plans Officer (Combat Targeteer/Weaponeer/Electronic Warfare) 5th Air Force Yokota AB Japan; 2001-2005 - Intelligence Officer 4th Fighter Wing SJAFB NC; 2005-2007 - Air Expeditionary Force Center Intelligence Mobility Officer Langley AFB; 2007-2009 - Air Combat Command A9 Lessons Learned Intelligence Officer Langley AFB VA 2009-2012 - 4th Fighter Wing Special Security Officer (SSO) SJAFB NC Identify names of post or areas you served: 1995-96 Protocol Officer - Operation Southern Watch — Saudi Arabia 1997 Protocol Officer - Exercise Ulchi Focus Lens — South Korea 1999-00 Intelligence Watch Officer - Operation Iraqi Freedom — Saudi Arabia 2004-05 Commander, Intelligence Flight — Operation Iraqi Freedom —Qatar

Certification(s):

See DD214

How are you involved in your community?:

See below

List your interests and activities.:

2024 – Pres – Volunteer, Retiree Activities Office, Buckley SFB, CO 2023 – Pres – Receptionist and Resources Volunteer, Arapahoe County Veterans Service Office, Denver CO 2022 – 2024 – Finance Officer and House & Planning Chair, American Legion LCW Post 1, Denver CO 2022 - Pres - Media Manager, American Legion LCW Post 1, Denver CO 2023 – Chair, Finance Committee, American Legion Department of Colorado, Denver CO 2023 – Pres – President, American LCW Post 1 Riders Chapter, Denver CO 2023 – Pres – Board Finance Officer, Culinary Arts Bootcamp for Veterans (501c19), Denver CO 2016 – 2021 – Finance Officer & Adjutant, American Legion Wayne Post 11, Goldsboro NC 2018 – 2021 – County Chair & Precinct Chair, Wayne County Veterans Board, Wayne NC 2015 – 2020 – President & Public Affairs, Wayne County Veterans & Patriots Coalition, Inc, Wayne NC 2014 – 2017 – Receptionist & Substitute Teacher, Wayne Country Day School, Goldsboro NC 1997 – Pres – Private Genealogist (hobby)

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

Yes

If yes, enter the board name and position:

Financial Officer - Culinary Arts Boot Camp for Veterans

Are you currently a member and seeking reappointment on the board you are applying for?:
No
Why do you desire this appointment?:
Give back to my Veterans
How much time do you anticipate being able to spend on this appointment each month?:
20 hrs
Do you have any conflicts of interest that should be disclosed?:
No
If yes, please explain:
No
Reference 1: Full Name, Phone Number and Address:
Annette Johnson –
Reference 2: Full Name, Phone Number and Address:
Frank McCurdy –
Reference 3: Full Name, Phone Number and Address:
Joshua Medina –
How did you hear about us?:
Word of Mouth
By clicking APPLY and submitting this application, I certify that the forgoing information is true and correct.:
YES - Mary Melissa N Watkins
Time of Submission: 05/30/24 9:35:43 AM
Attachments
- WatkinsDD214.pdf

Veterans Affairs Commission Applicant Package - Ward VI

Veterans Affairs Commission - Ward VI Term 01 Jul 2023 - 30 Jun 2026 Positions Available 1

Number of applicants in this package 1

- Charlip, Ralph

Received: 04/05/2025
Ward VI Resident & Registered Voter
Douglas County
Vetted:04/07/2025
Warcus Bond

Address:
Email:
Board Name: Veterans Affairs Commission
Date of Birth:
Home Phone Number:
Work Phone Number:
How long have you lived in Aurora?:
2017
Are you registered to vote? :
Yes
Years of Education Completed:
19
Degree(s) Received:
BA, MPA, DPA
College(s) Attended:
University of Arizona, Walden University
Employer Name:
Ralph Charlip
Employer Address:
22921 E Del Norte Cir., Aurora, CO 80016
Current Position:
Owner/Pres/CEO

Name: Charlip, Ralph

Years with Current Employer: 9 **Work Experience:** USAF 22 Yrs, Medical Service Corps; Federal Civil Service 16 Yrs, SES, Owner of small SDVOSB business 9 years Certification(s): Life Member Am College of Healthcare Exec, Master Federal Resume Writer, Master Military Resume Writer How are you involved in your community?: VAC for two prior terms, Volunteer with ESGR, Vice Chair of Honor Bell Board List your interests and activities.: Model railroading Do you presently serve in any other appointed position on a board, commission or committee?: No If yes, enter the board name and position: NA Are you currently a member and seeking reappointment on the board you are applying for?: Yes Why do you desire this appointment?: To continue to serve Aurora's veterans and support the city council in regard to veteran issues.

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

month?:

20-40 hrs

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

_

If yes, please explain:

NA

Reference 1: Full Name, Phone Number and Address:

My honor: General (ret) Lance W Lord

Reference 2: Full Name, Phone Number and Address:

Theresa Blumberg

Reference 3: Full Name, Phone Number and Address:

Bob Tomlinson

How did you hear about us?:

News Aurora (water bill newsletter)

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

Ralph Charlip

Time of Submission: 04/05/25 9:00:51 AM

Attachments

- DD214.PDF



CITY OF AURORACouncil Agenda Commentary

Item Title: East Cherry Creek Valley Master Sewer Intergovernmental Agreement (IGA) (Resolution)					
Item Initiator: James DeHerrera, Manager of Planning Services, Aurora Water					
Staff Source/Legal Source: James DeHerrera, Manager of Plann Attorney	ing Services, Aurora Water / Ian Best, Assistant City				
Outside Speaker: N/A					
Strategic Outcome: Well-Managed: High performing organization continuous improvement, fiscal stewardship, and maintaining critical					
COUNCIL MEETING DATES:					
Study Session: 5/5/2025					
Regular Meeting: 5/19/2025					
2 nd Regular Meeting (if applicable): N/A					
Item requires a Public Hearing: \square Yes \square	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) James DeHerrera, Manager of Planning Services, Aurora Water / Ian Best, Assistant City Attorney 					
ACTIONS(S) PROPOSED (Check all appropriate actions)					
☐ Approve Item and Move Forward to Study Session	☐ Approve Item as Proposed at 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 about the Item Details field	bove.				
PREVIOUS ACTIONS OR REVIEWS: Policy Committee Name: Water Policy					

Policy Committee Date: 4/16/2025

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

122

Recommends Approv	ral .		Does Not Recommend Approval	
☐ Forwarded Without R	ecommendation	\boxtimes	Minutes Not Available	
☐ Minutes Attached				
			and Commissions, or Staff. Summarize pertinent ES AND BOARDS AND COMMISSIONS.)	
			the Master Sewer Agreement between the District forward to Studt Session.	City
ITEM SUMMARY (Brie	f description of item, discus	sion, key points, re	commendations, etc.)	
boundaries which have le years. Over the decades, made it challenging to er obligations, a new Maste	ed to a collaborative appr many intergovernmenta asure both parties are ful r Sewer Agreement (MSA ts a significant step forw	oach for sanitary Il agreements and filling all necessa A) has been draftd ard in strengther	ct (District) have intertwined jurisdictional sewer service spanning greater than fifty damendments have been executed which ry obligations. To clarify each party's ed and is presented for review and approvaling our partnership and ensuring efficient	al.
Notably, the MSA superse several critical areas:	edes all previous agreem	ents, establishinç	g a comprehensive framework that address	ses
Clarity and Consistency: structures, ensuring tran			the policies, infrastructure ownership, and etween the two entities.	fee
Capacity and Cost Sharin and equity in managing t			arrangements, the agreement fosters fairn	ess
Contract Administration: and communication betw		contract adminis	tration will improve coordination, accounta	bility,
	nsion and accommodating	g new developme	e growth, providing provisions for sanitary nt. This proactive approach ensures the pa	
			ding the shared sewer infrastructure, the le and resilient system that serves both ser	rvice
FISCAL IMPACT				
Select all that apply. (If r	no fiscal impact, click tha	t box a nd skip to	"Questions for Council")	
□ Revenue Impact □ Workload Impact	⊠ Budgeted Expenditure □ No Fiscal Impact □	Impact □ Non	-Budgeted Expenditure Impact	
REVENUE IMPACT <i>Provide the revenue in Provide additional deta</i>		What is the estimate	ed impact on revenue? What funds would be imp	acted?
Expected revenue	eceived in the Wastewate is to be approximately \$ r Op Fund Admin) and Ad	9 million annuall		

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 made available in the Wastewater Fund operating budget Aurora Water is expecting to pay ECCV approximately \$703,000.00 annually Org: 52005 (Trnsf&OtherRequire-Sewer)

Account: 63610 (Purchased Sewer/Storm - ECCV)

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		
; IN/ A		

QUESTIONS FOR COUNCIL

Does Council support moving a Resolution approving the Master Sewer Agreement between the City of Aurora, acting by and through its Utility Enterprise, and East Cherry Creek Valley Water and Sanitation District forward to the May 19, 2025 Council Meeting?

LEGAL COMMENTS

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE MASTER SEWER AGREEMENT BETWEEN THE CITY OF AURORA ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT

WHEREAS, the City of Aurora, acting by and through its Utility Enterprise ("Aurora Water") and East Cherry Creek Valley Water and Sanitation District ("District") have entered into numerous agreements over a fifty-year period pertaining to shared sanitary sewer infrastructure and services; and

WHEREAS, the parties now wish to enter a Master Sewer Agreement ("MSA") to achieve the following pertaining to shared sanitary sewer infrastructure and services:

- 1) clarify and update policies, standards, fees, capacity and cost sharing, and contract administration; and
- 2) provide for future sanitary sewer service area expansion, development growth, and upgrade of sewer infrastructure that jointly serves the parties; and,
- 3) with certain exceptions which are expressly set forth in the MSA, to supersede replace and consolidate previous agreements, contracts, and other communications between the parties pertaining to shared sanitary sewer infrastructure and services; and
- 4) confirm that the parties intend to abide by certain rulings of the water court (subsequently upheld on appeal by the Colorado Supreme Court); and

WHEREAS, the MSA includes provisions conveying: (1) certain limited infrastructure in the form of pipes, pipelines or other appurtenances between the parties; and (2) license agreements necessary to allow for access for maintenance operations. The conveyance of infrastructure and licenses are necessary to increase efficiency of maintenance operations for both parties; and

WHEREAS, the MSA is in the interest of the health, safety and welfare of the residents of the City of Aurora; and

WHEREAS, 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. Governments are specifically authorized by C.R.S. § 31-35-402(1)(h) to enter into agreements for planning, construction and operation of water facilities. The parties to the agreement are political subdivisions of the State of Colorado, and each is authorized to acquire infrastructure and to operate water facilities; and

WHEREAS, City Charter § 10-12 authorizes the Council to approve, by resolution, the execution of contracts with other governmental units for furnishing or receiving commodities or services; and

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

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

- Section 1. The Master Sewer Agreement between Aurora Water and East Cherry Creek Valley Water and Sanitation District regarding shared sanitary sewer infrastructure and services is hereby approved.
- The Mayor and City Clerk are hereby authorized to execute the attached Section 2. agreement in substantially the form presented at this meeting with such technical additions, deletions, and variations as may be deemed necessary or appropriate by the City Attorney.
- Section 3. The Mayor, City Manager (or designee) and General Manager of Aurora Water (or designee) are hereby authorized to execute all documents necessary to transfer ownership of infrastructure between the parties or provide for the access to maintain such infrastructure.

Section hereby rescinded	4. All resolutions or part d.	s of resolutions of the	City in conflict herewith are
RESOL	VED AND PASSED this	day of	2025.
		MIKE COFFN	MAN, Mayor
ATTEST:			
KADEE RODR	IGUEZ, City Clerk		
APPROVED A	S TO FORM:		
, _	IULTE, CITY ATTORNEY		

MASTER SEWER AGREEMENT BY AND BETWEEN THE CITY OF AURORA, ACTING BY AND THROUGH ITS UTILITY ENTERPRISE, AURORA WATER AND EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT

This MASTER SEWER AGREEMENT ("MSA") is entered into this	_ day of
, (the "Effective Date") between the City of Aurora, Colorado, a ho	me rule
municipal corporation of the Counties of Adams, Arapahoe and Douglas acting by and	through
its Utility Enterprise ("Aurora Water"), whose address is 26791 E. Quincy Ave., Aurora	a,
Colorado 80016, and the East Cherry Creek Valley Water and Sanitation District, a Qua	asi-
Municipal Corporation, whose address is 6201 S. Gun Club Rd, Aurora, Colorado 8001	6 (the
"District"). Aurora Water and the District are referred to individually as a "Party" and	together
as the "Parties."	

RECITALS

WHEREAS, the Parties have heretofore entered into numerous agreements, contracts and other written communications over a fifty-year period pertaining to shared sanitary sewer infrastructure and services; and

WHEREAS, the Parties wish to enter this MSA to achieve the following pertaining to shared sanitary sewer infrastructure and services:

- 1) clarify and update policies, standards, fees, capacity and cost sharing, and contract administration; and
- 2) provide for future sanitary sewer service area expansion, development growth, and upgrade of sewer infrastructure that jointly serves the Parties; and,
- 3) with certain exceptions which are specifically and expressly provided for in Paragraph 3.2, to supersede replace and consolidate previous agreements, contracts, and other communications between the Parties pertaining to shared sanitary sewer infrastructure and services; and
- 4) confirm that the Parties intend to abide by the ruling of the water court in Water Division 1, Case No. 06CW104, which was subsequently upheld on appeal by the Colorado Supreme Court in Case No. 09SA158 (collectively the "Ruling").

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

Exhibits:

A	Amended and Restated Intergovernmental Agreement By and
	Between the City of Aurora and East Cherry Creek Valley
	Water and Sanitation District Regarding Kings Point
	Development
B-1 and B-2	Shared Service Areas and Tributary Basins Map
C	District and Aurora Water Facilities within Shared Service
	Areas Map
D	Facilities Ownership and Capacity Allocations Table
E	ECCV and Aurora Leased Infrastructure Maps
F	Facilities Connection Point Maps – Change Ownership
	Facilities
G	Conveyance Forms (Easements, Licenses, Bills of Sale)

AGREEMENT

- **1.0 Effective Date.** This MSA shall begin and become effective on the Effective Date described in the opening paragraph of this MSA.
- **2.0 Defined Terms.** The following terms, when used in this MSA, shall have the following meanings described to them:

2.1 Terms Related to Flow and Capacity.

SFRE: A single-family residential unit equivalent.

SFRE Criteria. Shall correspond with Metro criteria as it may change from time to time and presently shown in Exhibit D.

Sewer Design Criteria: shall mean any the following: Total Average Flow, Flow Capacity, Peak Flow.

Total Average Flow: Is the estimated flow in gallons per day (gpd) or million gallons per day (mgd) occurring in a Shared Component calculated by first estimating the population served (determined by the number of SFREs contributing sewage at the upstream Connection Point and multiplying by 2.77 persons per SFRE) and multiplying by 68 gallons per capita per day (gpcd) to calculate the average daily flow. Total Average Flow can also be measured based on a device mutually approved by both Parties. The above calculation may change from time to time as agreed upon mutually by both Parties.

Flow Capacity: Is the hydraulically available capacity as calculated via Manning's Equation using the properties of the smallest diameter and shallowest sloped pipe downstream of a Connection Point, assuming a Manning's n of 0.011, 75% full for pipes 12" and smaller, 80% full for pipes larger than 12", and that mutually agreed minimum slope criteria described in Exhibit D.

Peak Flow: Is the estimated maximum flow in gallons per day (gpd) or million gallons per day (mgd) occurring in a t calculated by first estimating the population served (determined by the number of SFREs contributing sewage at the upstream Connection Point and multiplying by 2.77 persons per SFRE) and multiplying by 68 gallons per capita per day (gpcd) to calculate the average daily flow. The population estimate is then utilized to calculate a peaking factor determined by 5/[population, in Thousands]^0.167. Peak Flow is then calculated by adding 10% of the average daily flow to account for inflow and infiltration (I&I) to the product of average daily flow and the peaking factor. Peak Flow can also be measured based on a device mutually approved by both Parties. The above calculation may change from time to time as agreed to mutually by both Parties.

Capacity Allocation: is the allocated Flow Capacity as calculated between the Owning Party and the Non-Owning Party and equal to existing properties served plus 3.5 dwelling

units per acre for remaining vacant land as identified in Exhibit D. unless density is otherwise identified in an approved entitlement document.

SFRE And Corresponding Flow Limit: The maximum number of SFREs and corresponding maximum flow rate to be served by a Shared Component, as mutually agreed to by the Parties. Flow Limits shall be calculated based on Peak Flow calculations as defined above.

2.2 Other Defined Terms.

Aurora Water: 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.

Base Rate: The term Base Rate as used in this Agreement shall have the meanings ascribed to such term with respect to Aurora Water and the District which are set forth in Paragraph 8.3 of this Agreement.

City: The City of Aurora, Colorado, a home rule municipal corporation of the Counties of Adams, Arapahoe and Douglas.

City Planned Service Area: The area depicted in Exhibit B and designated therein as "City Planned Service Area" including the City Service Area and planned development tributary to Shared Components.

City Service Area: Aurora Water's current service area as of the Effective Date and as shown on Exhibit B.

Connection Point(s): These are the points which are numbered in conjunction with manholes depicted in Exhibit C, where the sanitary sewer infrastructure serving one Party's Tributary Basin connects at a manhole to Shared Components owned by the Other Party or where both Party's connect to a manhole and flows are co-mingled.

District: The East Cherry Creek Valley Water and Sanitation District, a quasi-municipal corporation and political subdivision of the State of Colorado.

District Planned Service Area: That area depicted in Exhibit B and designated therein as "District Planned Service Area" including the District Service Area and planned development tributary to Shared Components.

District Service Area: The District's current service area as of the Effective Date and as shown on Exhibit B

Effective Date: Defined in Paragraph 1.0.

Expansion: Defined in Paragraph 6.1.1.

Kings Point IGA: Amended and Restated Intergovernmental Agreement By and Between the City of Aurora and East Cherry Creek Valley Water and Sanitation District Regarding Kings Point Development (the "Kings Point IGA"). Defined in Paragraph 3.2.2 and attached as Exhibit A.

Metro: The Metropolitan Denver Sewage Disposal District No. 1, aka Metro Water Recovery, located at 6450 York Street, Denver, CO 80229.

MSA: This Master Sewer Agreement by and between Aurora Water and East Cherry Creek Valley Water and Sanitation District regarding Sanitary Sewer Services Matters.

MSA Addendum(s): Any agreement between the Parties approved by the District's Manager and Aurora Water's General Manager pursuant to the delegations of authority contained in Paragraph 9.1 which are subsequently attached to this MSA and which, and upon attachment, amplifies or amends the terms of this IGA as provided in Paragraph 9.1.

MSA Amendment: Any amendment to this MSA approved by the District's Board of Directors and the Aurora City Council, and certain MSA Addendums.

Owning Party: As used in this Agreement, shall mean and refer to the Party which owns the Shared Component(s) as depicted on Exhibit C and further described herein.

Parties: Together, Aurora Water and the District.

Party: Either Aurora Water or the District as context requires.

Project: A construction project agreed to between the Parties for Expansion, Upsize or Upgrade of a Shared Component. This is defined in Paragraph 7.1, below.

Ruling: Defined in Recital number 4.

Sanitary Sewer Service(s): Further defined in Paragraph 5. Sanitary Sewer Services includes Aurora Water's conveyance of District sewage effluent to Metro for treatment or the conveyance by the District of Aurora Water sewage effluent through District infrastructure (and back to Aurora Water) to Metro for treatment.

Shared Component(s): Any sanitary sewer line, manhole, lift station, or appurtenance thereto carrying sewage effluent of both Aurora Water and the District within serving the Combined Service Area which components are owned by either the District or Aurora Water as the "Owning Party".

Tributary Basins: District sewer basins A, B and C, considered as a whole without regard to any sub-basins, located within the Combined Service Area that presently contribute, or are planned to contribute sewage flows to Connection Points for Shared Components which are depicted and described in Exhibits C and D.

Upgrade: Defined in Paragraph 6.1.3.

Upsize: Defined in Paragraph 6.1.2.

1976 Contract: The Contract between the City of Aurora and the East Cherry Creek Valley Water and Sanitation District dated May 15, 1976.

3.0 Prior Documents Pertaining to Sanitary Sewer Service and Infrastructure.

- **3.1. General.** All prior agreements, contracts and other communications by and between the Parties with respect to sanitary sewer infrastructure and service excepting only those expressly described below in Paragraph 3.2., below, are hereby superseded by this MSA and shall, as of the Effective Date, have no further force or effect.
- 3.2. Prior Agreements and Determinations to Remain in Full Force and Effect. The following terms shall remain in effect from prior agreements between the Parties:
 - 3.2.1. <u>Paragraph 9 1976 Contract</u>. The last sentence of Paragraph 9 of the 1976 Contract provides: "The District hereby grants to the City of Aurora for the full term of this agreement the right to recapture and reuse all effluent generated by sewage flows arising in the District and delivered to the Aurora system." Notwithstanding termination of the 1976 Contract, the Parties agree that this sentence in Paragraph 9 of the 1976 Contract survives and remains in full force and effect under this MSA, and any amendment, and is binding on the Parties.
 - 3.2.1.1. <u>Litigation</u>. The District agrees not to make any further claims disputing Aurora Water's right to recapture and reuse all effluent derived from the sewage flows that the District delivers to Aurora Water.
 - 3.2.2. <u>Kings Point IGA</u>. The full Amended and Restated Intergovernmental Agreement by and Between the City of Aurora and East Cherry Creek Valley Water and Sanitation District Regarding Kings Point Development dated with the same effective date as this MSA and provided the terms applicable to sewer service to the initial phase of the Kings Point Development not conveniently accessible to Aurora Water's sewer infrastructure network but accessible to sewer infrastructure owned by the District including the School Line and Basin C Interceptor (the "Kings Point IGA"). The Kings Point IGA is attached hereto as Exhibit A. Exhibit A to the Kings Point IGA depicts the limits of the real property for which the terms of the Kings Point IGA shall govern sewer service. For all real property located within the balance of the Kings Point Development, which is now known as "Prairie Point," and outside of the initial phase described in Exhibit A to the Kings Point IGA, the terms of this IGA shall apply to sewer service for such real property.
 - 3.2.3 <u>Water Agreements Unrelated to Sewer Service</u>. Any agreements the subject of which is exclusively water without any terms regarding sanitary sewer service are not superseded by this MSA. For the avoidance of doubt, if an agreement addresses sewer service in any form, that agreement is superseded in its entirety by this MSA. The stipulations between Aurora Water and ECCV in 06CW104 and 15CW3064 and any future diligence decrees for 06CW104 referencing terms and conditions in the original decree including paragraph 52.17 shall not be superseded.

4.0. <u>Existing Conditions</u>.

- **4.1. Existing Service Areas.** The following sewer service areas are the subject of this MSA:
 - 4.1.1. The District Service Area. Aurora Water presently accepts the District's sanitary sewage into Aurora Water's sanitary sewage system from all the District Service Area. Aurora Water also agrees to accept sanitary sewage into Aurora Water's sanitary sewage system tributary to Aurora Water infrastructure from the District's Planned Service Area. Within the District Service Area and the District Planned Service Areas, the District agrees not to provide sanitary sewer service to areas of land, per Tributary Basin, with an SFRE density greater than 3.5 SFRE per gross acre. Any areas located beyond the District Planned Service Area may only be expanded using Aurora Waterowned Shared Components in the future with approval from Aurora Water.
 - 4.1.2. <u>Aurora Water Service Area</u>. The District presently accepts and transports a portion of the Aurora Water's sanitary sewage through the District sanitary sewage system from only a portion of Aurora Water's current service area. The District also agrees to accept sanitary sewage into the District sanitary sewage system from the City Planned Service Area. Any areas located beyond the City Planned Service Area, tributary to the District infrastructure, may only be expanded using District-owned Shared Components in the future with approval from the District.
 - 4.1.3. <u>Combined Service Area</u>. The District Service Area, the District Planned Service Area, the City Service Area and the City Planned Service Area (together, the "Combined Service Area") are shown on **Exhibits B and C.**

4.2. Existing Shared Components, Tributary Basins.

- 4.2.1 Exhibits. Certain Shared Component(s) are generally depicted on Exhibits C, D and E. Exhibits B1, B2 and C also show Tributary Basins. Exhibit C also depicts numbered manholes serving as Connection Points for Shared Component(s) which are also shown and further addressed in Exhibit D. Exhibit E and Exhibit F identify for each Connection Point, the Tributary Basin(s) contributing flow to that Connection Point, and the acreage of the Tributary Basins, ownership, maintenance responsibilities and access rights for each of the Shared Components.
- 4.2.2. Recognition of Changes to Ownership, Maintenance and Access for Certain Shared Components. The Parties have identified certain Shared Components regarding which the Parties wish to make changes with respect to ownership and/or maintenance responsibilities, and access rights. These Shared Components and their locations are identified in **Exhibit E.** The Parties agree to work expeditiously and in good faith to, as soon as practicable after the Effective Date, exchange any corrective deeds, bills of sale or other conveyance instruments necessary to implement the changes reflected in **Exhibit F**.

- **4.3. Sewer Design Criteria and Determination of Capacities and Allocations.** The Parties agree that their separate Sewer Design Criteria may change from time to time and may be based on the Metro SFRE Criteria as may from time to time be amended. Neither Party shall impact nor dictate the manner in which the other Party calculates sewer service for its own purposes.
 - 4.3.1. <u>Remaining Capacity</u>. Any remaining capacity not included in Exhibit D is to be owned and managed by the Owning Party. The Owning Party has all right to any remaining capacity unless otherwise agreed by the Parties per Section 6.0 of this MSA.
- **5.0** Agreement to Provide Sanitary Sewer Services within the Combined Service Area. The Parties hereby agree to provide Sanitary Sewer Services, as defined below, to all properties within the Combined Service Area, pursuant to the terms of this MSA. "Sanitary Sewer Services" are defined as, and shall include, only the following:
- **5.1.** Parties Agree to Continue to Accept Sanitary Sewage. Each Owning Party agrees to continue to accept the sanitary sewage of the Non-Owning Party into Shared Component(s) pursuant to the terms of this MSA.
- **5.2. Mutual Cooperation.** The Parties mutually agree to cooperate on all required applications to any local, regional, state or federal agency or authority for obtaining of funds for the treatment, collection or construction of facilities to process sewage arising within the Combined Service Area.
- **5.3.** No Opposition if Capacity Allocation and SFRE and Corresponding Flow Limits are Not Exceeded. An Owning Party will not oppose the Non-Owning Party's provision of sewer service to new development in any Tributary Basin as long as that Party's Capacity Allocation and the associated SFRE and Corresponding Flow Limit of the relevant Shared Component which would provide service to that new development as shown on Exhibit D are not exceeded. The Parties agree that the procedures set forth in Paragraph 7.0 are to be followed for new Projects.
- **5.4.** Tracking Capacity of Shared Components and Capacity Re-evaluation. The Parties shall cooperate to ensure that Total Average Flow does not exceed the SFRE and Corresponding Flow Limit in any Shared Component, and to further ensure that the existing Capacity Allocations and Peak Flow requirements for both Parties are available to allow for development described in Exhibit D. The following terms shall govern the monitoring and reporting of Capacity Allocations in Shared Components, as well as capacity re-evaluation:
 - 5.4.1. Monitoring and Reporting for Shared Components. For Shared Components, Aurora Water and the District shall each track new SFREs or monitor flow within, respectively the City Service Area and the District Service Area. The Parties each agree that the Peak Flow or (if mutually agreed in writing by the Parties) flow based on monitoring from each of the Tributary Basins (as measured at the Connection Point shown on **Exhibit C**) will not exceed the SFRE and Corresponding Flow Limit also

- shown on **Exhibit D**, as may be amended from time to time. Aurora Water and the District will each make monthly reports to the Owning Party for Shared Components that connect directly or indirectly to the Connection Points, which must include: (1) the number of SFREs or equivalent flowrate granted in the prior month, and (2) the locations and addresses of each new SFRE granted.
- 5.4.2. <u>Measuring Devices to Monitor Flow</u>. Each Party may, but shall in no event be obligated to, install, maintain, calibrate, and monitor flow measuring devices to ensure Capacity Allocation and SFRE and Corresponding Flow Limits are adhered to. The Parties may use flow measuring devices of their choice.
- 5.4.3 Non-Owning Party Exceeding SFRE and Corresponding Flow Limits. If it is determined by the Owning Party that the Non-Owning Party is expected to exceed the SFRE and Corresponding Flow Limit or the Capacity Allocation afforded the Non-Owning Party, then the Parties will work together in good faith to consider whether, based on the flow monitoring or system modeling, and considering Peak Flow requirements of the Owning Party, that the current SFRE and Corresponding Flow Limit might be expanded to allow additional flow. Any additional Capacity Allocation shall be paid for by the Party seeking the additional allocation within the Shared Component. Where it is determined by Owning Party that the SFRE and Corresponding Flow Limit cannot be expanded, then the provisions of Paragraph 6.2 apply.
- 5.5. Connecting Infrastructure. The Parties agree that for Connection Points which are needed to connect to Shared Component(s) owned by the other Party, each Non-Owning Party will at its sole expense construct all necessary lines, lift stations and facilities required to deliver all sanitary sewage to the Connection Points for conveyance to Shared Component(s) of the Owning Party; provided that existing infrastructure at the Connection Point is of a size capable of accepting the volume of sewage flow anticipated to be delivered which shall be confirmed and must be approved as such by the Owning Party. If the existing infrastructure at the Connection Point is not sized to accept the anticipated volume of sewage flow as identified in Exhibit D, the provisions of Paragraph 6.2 shall apply.
- **5.6. Standardized Rules for Operations and Maintenance.** Except as otherwise specified in this MSA, the Parties agree to allocate operations and maintenance responsibilities, and costs, for Shared Components as follows:
 - 5.6.1. Owning Party Has Duty to Operate and Maintain. It is the responsibility of the Owning Party to, at its own cost and expense, operate and maintain that Shared Component to ensure service for both Parties, unless otherwise expressly agreed to by the Parties under this MSA or MSA addendum.
 - 5.6.2. Connection Point Manholes. At manholes where there is a Connection Point, the Party owning the downstream pipeline from the Connection Point manhole shall own and maintain the manhole at such Party's sole cost except as described in Paragraph 6.2. Both Parties shall have access to the Connection Point manhole, and to the connecting pipeline and next manholes (upstream and downstream) for routine

maintenance purposes. If a Non-Owning Party desires access to the Owning Party's infrastructure beyond the second manhole, the Non-Owning Party will provide a minimum of 48 hours advance Notice to the Owning Party, except in the case of an emergency to avoid imminent threat to public health, safety or welfare, in which case Notice shall be provided as soon as reasonable possible, but in no instance more than 24 hours following access.

- 5.6.3. <u>Connections to Manholes</u>. Where a Party's pipeline damages or causes need for repair of the connection to the adjoining manhole, the Party owning that pipeline shall be responsible for the replacement or repair of the manhole connection.
- 5.6.4. <u>Utility Notification Center of Colorado 811 Service</u>. Each Party shall update its GIS system regularly to account for new Shared Component(s) or changes in existing Shared Component(s). This updated GIS shall be provided to 811 Service.
- **5.7. No Discrimination and Conformance to Standards.** The Parties agree that service to all real property within the Combined Service Area via the Shared Components shall be of quality and quantity and of sufficient capacity to those services furnished presently to inhabitants of the City of Aurora and/or the District (as relevant), and without discrimination against any class of users in the District and/or the City of Aurora (as relevant). All sewage flows of the Parties shall conform to sewage standards as established by Metro with respect to solids, biochemical oxygen demand, suspended solids, and shall not contain deleterious wastes as described in the service agreement between Metro and Aurora Water.

6.0. Future Changes and Additions to Shared Components.

- **6.1. Expansion, Upsize and Upgrade Defined.** It is anticipated that there will be future need by the Parties for Expansion, Upsize, or Upgrade of Shared Components. For the purposes of this MSA the terms Expansion, Upsize, and Upgrade shall have the following definitions:
 - 6.1.1. "Expansion" is defined as installation of a new Shared Component, or extension of an existing Shared Component, to serve new areas of development within the Combined Service Area or areas outside the Combined Service Area to be served by either of the Parties. Expansion excludes Upsize, Upgrade and operations and maintenance costs for Shared Components, which operations and maintenance costs are included in the Base Rates charged by the Parties.
 - 6.1.2. "<u>Upsize</u>" is defined as replacement of a Shared Component for the purpose of increasing Sewer Design Criteria. Upsize excludes Expansion, Upgrade and operations and maintenance costs for Shared Components, which operations and maintenance costs are included in the Base Rates charged by the Parties.
 - 6.1.3. "<u>Upgrade</u>' is defined as any replacement, rehabilitation, or reconstruction of a Shared Component necessitated by: (a) the end of useful life of the Shared

Component, (b) damage to or failure of the Shared Component, or (c) applicable binding regulatory actions, rules, or regulations impacting the Shared Component. Upgrades exclude Upsizing and Expansions and operations and maintenance costs, which operations and maintenance costs are included in the Base Rates charged by the Parties.

6.2. General Terms Related to Future Expansion, Upgrade or Upsize of Shared Components.

- 6.2.1. When Expansion or Upsize is Required. If proposed additional development of either the Owning Party or the Non-Owning Party will cause the SFRE and Corresponding Flow Limit of a Shared Component to be exceeded and it is determined pursuant to Paragraph 5.3., above, that there is insufficient capacity to allow the additional development, then the Parties agree to work collaboratively toward accomplishing the Expansion or Upsize as provided in this Paragraph 6 in order for the Shared Component to provide service to the new development.
- 6.2.2. Expansion and Upsize Cost Allocation. In all events, if a sole Party is generating the need for an Expansion or Upsize, the Party generating the need for the Expansion or Upsize shall be solely responsible for paying all costs associated in any manner with the Expansion or Upsize. In the event both Parties generate the need for the Expansion or Upsize, the costs shall be apportioned based on the anticipated percentages of Capacity Allocation afforded each Party in the Shared Component. For an Expansion or Upsize resulting in a new Shared Component, the Parties may agree in writing that the Party generating the need for the new Shared Component, if then the Non-Owning Party, may assume ownership and maintenance responsibilities; provided, however; nothing in this Paragraph shall be construed to require or force an Owning Party to cede ownership of Shared Components.
- 6.2.3. No Party's Capacity Allocation to be Reduced. In no event shall any Expansion, Upsize or Upgrade reduce a Party's Capacity Allocation in a Shared Component shown in **Exhibit D** or included via Addenda unless mutually agreed upon by both Parties in writing either per Paragraph 7 for Projects, or via the amendment process outlined in Paragraph 9.
- 6.2.4. Option to Change Ownership. If any Shared Component: (a) reaches its SFRE and Corresponding Flow Limit and it is determined by the Owning Party that there is insufficient capacity to allow the additional desired development, and (b) additional Flow Capacity is desired by the Non-Owning Party to serve new development; the Parties agree to discuss one of the following options; provided that nothing in this Paragraph shall be construed to require the Owning Party to take any action to Upsize or Expand the Shared Component(s) nor shall the Owning Party be required to, but may agree to, transfer title to the Shared Component(s):
 - 6.2.4.1. Status Quo Maintained. The Non-Owning Party may determine to continue to lease its present Capacity Allocation in the Shared Component to serve its Tributary Basins, as limited by Exhibit D (as amended

from time to time), foregoing additional desired development. Such a lease will be written and mutually agreed by the Parties and will not in any event change ownership of the Shared Component or associated easements.; or

- 6.2.4.2. Use of Non-MSA Alternative Infrastructure and Service. The Non-Owning Party may determine at its sole discretion that it will provide alternative sewer service to some or all of the desired development using alternative sanitary sewer infrastructure that does not require Sanitary Sewer Service from the other Owning Party.
- 6.2.4.3. Quality of Service to be Maintained. The Parties agree that where change of ownership of a Shared Component occurs, the new Owning Party will conform to and maintain the standards for Sanitary Sewer Service set forth in Paragraph 5.6 for properties served by that Shared Component.

7.0. <u>Future Project Planning and Cost True-Ups.</u>

- 7.1. <u>Projects By Mutually Agreed Addendums to MSA and Project Initiation.</u> The need for, and terms related to, construction Projects for Expansion, Upsize or Upgrade of Shared Components under Paragraph 6.0, above, ("Project(s)") will be addressed by separate mutually agreed addendums to this MSA, signed by both Parties ("MSA Addendum(s)"). The process for any Expansion, Upsize or Upgrade shall be as follows:
 - 7.1.1. <u>Project Initiation by Owning Party</u>. An Owning Party may determine in its sole discretion to engage in a Project and, if so, the Owning Party shall provide Notice to the Non-Owning Party describing the need for, estimated cost, life expectancy and estimated operation and maintenance costs of the Project two years prior to beginning design (the "Project Notice"); and
 - 7.1.2. <u>Project Request by Non-Owning Party</u>. A Non-Owning Party may request that the Parties engage in a Project for the benefit of the Non-Owning Party by filing a written request with the Owning Party (the "Project Request"). Upon receipt by the Owning Party of the Project Request, the Project planning timelines in Paragraph 7.2 shall apply.
 - 7.1.3 <u>Updated Exhibits.</u> Updated Exhibits [B, C and D and E] reflecting changes in Shared Components and their associated Capacity Allocations and updated SFRE Limits or Flow Capacity shall be appended to this MSA within ten (10) days of the date the Project is completed. All such changes to Exhibits must be marked with the applicable revision number, effective date, and signed by both the District Manager and General Manager for Aurora Water acknowledging concurrence with the changes.
- **7.2.** Project Planning Timelines. The Parties have the following planning and construction timelines for Projects, which may change from time to time per the authority delegated to the District Manager and Aurora Water's General Manager in Paragraph 9.0:

- 7.2.1. <u>Planning Time</u>. Projects are estimated to take 3 years to complete following identification of the needed Project and execution of an agreement of the Parties as required under Paragraph 7.4, below.
- 7.2.2. <u>Aurora Water CIP</u>. Aurora Water completes its capital improvement plans (CIP) in March of each year and will incorporate the Project into a CIP based on estimated Project cost. However, final CIPs are not approved by City Council until October. The District will follow a similar methodology for incorporation of Projects into the District's CIPs.
- 7.2.3. <u>Cost Estimates</u>. Aurora Water will provide the District a cost estimate for the Project following its annual CIP update, and the District will provide Aurora Water with a cost estimate in conjunction with the District's CIP planning.
- 7.2.4. <u>Agreement Needed</u>. The Project will begin before the Project is anticipated to be needed if both the District and Aurora Water reach agreement as required in Paragraph 7.4, below.
- 7.2.5. <u>Annual Funding Estimates</u>. Annual funding estimates for mutually agreed MSA Addendum Projects shall be made by the Parties and provided by March 15th of the year prior to the year in which the budget request to fund Project participation is to be approved.
- **7.3.** Cost Reimbursement for Projects. Project cost and cost reimbursement shall be governed by Paragraph 7.4. In no event shall a Party be required to participate in the costs for a Project unless the Project is mutually agreed via a MSA Addendum pursuant to under Paragraph 7.1.

7.4 <u>Cost True-Ups and Terms for Reimbursement for Future Projects in MSA</u> Addendums.

- 7.4.1. No Current True-Up Needed. The Parties agree that as of the Effective Date, for the present Capacity Allocations shown in **Exhibit D**, except for rates, charges and fees under Paragraph 8.0., below, no payments are owed between the Parties.
- 7.4.2. Reimbursement for Future Projects. For future mutual Projects the Parties will enter into reimbursement agreements or will include reimbursement terms within the MSA Addendum(s), to account for construction costs, contingencies and schedules and shall include terms for contingent events and schedule and cost overruns. The Parties agree to apply the following methodology for reimbursement payments, unless otherwise agreed to by the Parties in a specific MSA Addendum(s):
 - Payment period = 3 years
 - Payment Interval = monthly
 - Interest = The interest rate will be the average interest rate of the current outstanding debt.

- Payment to commence the month following completion of construction and upon final payment to the contractor or earlier if preferred by the paying Party.
- 7.4.3. <u>Future True-Ups</u>. The Parties will annually review, and update amounts owned between the Parties considering actual costs incurred for Projects and payments made. These annual cost true-up arrangements shall be tracked and shall only be effective if they are in writing and signed by both the District's Manager and Aurora Water's General Manager.

8.0 <u>Sanitary Sewage Rates, Charges and Fees.</u>

- **8.1. Metro Rates and Fees.** Metro charges Aurora Water for sewage treatment and connection fees for each new connection added to both Aurora Water and the District's sewer systems. In order for Aurora Water to recover the cost charged by Metro and its cost of maintaining Aurora Water's transmission system, Aurora Water will impose rates and fees upon the District for District sanitary sewage transported to Aurora Water's sewer system consistent with the officially adopted policies of Aurora Water and using the Base Rates set forth in Paragraph 8.3. Aurora Water will adjust the Base Rates using the cost-of-service model updates as stated in Paragraph 8.3.4., below. The connection fee charged by Metro shall be passed on to the District with an additional Administrative Fee as set forth in Paragraph 8.2.1.
- **8.2. Fees and Restrictions upon New District Taps.** For new District taps which will cause sewage to be placed into Aurora Water's system, the following applies.
 - 8.2.1. <u>Aurora Tap Administrative Fee</u>. The District shall pay to Aurora Water in addition to the charge for accepting sewage into Aurora Water system a sum of money equal to 15% of the sewer tap fee charged by Aurora Water and the District shall provide a monthly record to Aurora Water of all such taps added to the District's system for the previous thirty-day period.
 - 8.2.2. <u>District Sewer Tap Fees</u>. The District further agrees that the District shall always maintain in full force and effect a sewer tap fee in an amount of money equal to or greater than that sewer tap fee charged by Aurora Water for sewer taps made within the City of Aurora limits.
- **8.3.** Base Rates. As of the Effective Date, the Base Rate charged by each Party for the transport in its infrastructure of the other Party's sanitary sewage shall be as follows:
 - 8.3.1. <u>Aurora Water Base Rate (2025)</u>: Effective January 1, 2025, the Base Rate is \$6,485 per million gallons of estimated flows.
 - 8.3.2. <u>District Base Rate for General Transmission Service (2025)</u>: Aurora Water will pay to the District a set rate for capacity based upon estimated flows of fiftyone hundred and ninety-nine (5,199) gallons per month per SFRE served. The Base Rate

for the use of the District's sewer infrastructure was determined by subtracting the rate Aurora Water charges the District for sewage treatment per SFRE from the District's published sanitary sewer service rate per SFRE (e.g., at 2025 rates: \$43.00). During the Term, Aurora Water will update the District monthly on the SFREs to be serviced for the following month.

- 8.3.3. <u>District Base Rate for Kings Point</u>. The District Base Rate for Kings Point collection and transmission service (2024): *See, attached* Exhibit A.
- 8.3.4. Cost-of-Service Updates. In addition to the annual adjustments set for in Paragraph 8.3.5.1, Aurora Water's Base Rate will be adjusted every five years in conjunction with corresponding updates to Aurora Water's cost-of-service model. The cost-of-service model update shall be based on the Utility Approach method. The Utility Approach method includes only the following: operation and maintenance costs, depreciation expenses, and return on investment, for the infrastructure used to provide sewer service to the Parties. The Parties will receive appropriate credit, through cost-of-service model, for its portion of any existing and future capital Projects subject to cost-sharing as defined in Paragraph 7. The return-on-investment rate shall be based on industry standards agreed to between the Parties and consistent with policies and requirements of Aurora Water. Both Parties will share supporting information for their methods of determining costs of service with one another at levels of detail which allow each Party to audit costs and charges.
- 8.3.5. <u>Annual Increases</u>. The Parties shall be allowed to adjust their Base Rates based on the methodology provided in this Paragraph 8.3.5. All anticipated Base Rate adjustments shall be detailed and explained in writing to the other Party by providing Notice to the other Party by no later than October 1st of the year prior to the year in which the Base Rate adjustment is anticipated in order to allow for budgeting.
 - 8.3.5.1. Aurora Water: In the years between the cost-of-service model update the Aurora Water Base Rate will be adjusted, no more than once annually, and shall be adjusted by the same calculated percentage change applicable to operation and maintenance costs of Aurora Water's sewer system. Aurora Water will share its calculations with District, upon request.
 - 8.3.5.2. District: The District's Base Rates will be adjusted no more than once annually by the same percentage as rate changes adopted by the District's Board for sanitary sewer service for District residents.
- **8.4. Monthly Charges and Billing.** Each Party will update the other Party monthly on the SFREs to be serviced for the following month. Monthly charges between the Parties will be as follows:
 - 8.4.1. <u>Charges by Aurora Water</u>. The District will provide Aurora Water on a monthly basis with the data on new connections. After receiving the data, Aurora Water will bill the District each month for the following:

- 8.4.1.1. Any Metro connection fees, set forth in Paragraph 8.1., above, incurred during the previous month.
- 8.4.1.2. Charges for Estimated Flows. Aurora Water will bill the District each month by applying its Base Rate to the District's estimated sewage flows for the previous month. Estimated sewer flows will be based on the total number of SFREs multiplied by estimated flows of fifty-one hundred ninety-nine (5,199) gallons per SFRE served. The flows per SFRE will be updated as part of the cost-of-service model update either using actual flow data, if available, or the District's billed winter average indoor water use plus a 10% increase for inflow and infiltration (unless better data quantifying inflow and infiltration is available).

8.4.2. Charges and Remittances by the District.

- 8.4.2.1. The District will monthly remit to Aurora Water the Aurora Tap Administrative Fee revenue for the prior month, as set forth in Paragraph 8.2.1., above.
- 8.4.2.2. The District will bill Aurora Water each month for service through District facilities by applying the District's Base Rate for transmission services to the customers that use the transmission facilities and the District's Base Rate for collection and transmission to the customers that use both the collection and transmission facility for each type of customers estimated sewage flows. Estimated sewage flows will be based upon the total number of SFREs that use the District's facility multiplied by estimated flows of fifty-one hundred ninety-nine (5,199) gallons per month per SFRE served. The flows per SFRE will be updated either as part of the cost-of-service model update either using actual flow meter data, or the District's billed winter average indoor water use plus a 10% increase for inflow and infiltration (unless better data quantifying inflow and infiltration is available).
- 8.4.3. <u>Monthly Billing</u>. Aurora Water and the District will prepare monthly billings which will be due on the 10th of each month. The District will monthly bill Aurora Water for money due under Paragraph 8.3.2. above. Aurora Water will monthly bill the District for money due under Paragraph 8.3.1., above. The District will provide a separate monthly remittance to Aurora Water for the Aurora Tap fee Surcharge.
- **9.0.** Amendments and Delegation of Authority. Except where a delegation of authority has been granted by the Parties under Paragraph 9.0., this MSA may only be amended by the Parties by mutual agreement and in the same manner and with the same authority as this MSA.
- **9.1.** Delegation of Authority to District Manager and General Manager at Aurora Water. The District's Manager and Aurora Water's General Manager, are hereby delegated the Authority under this MSA to enter into mutually agreed MSA Addendums, regarding the following actions and determinations:

- 9.1.1. Changes to the Service Areas and Tributary Basins of the Parties, as set forth in Paragraph 4.1., above and shown in Exhibits B, C and D.
- 9.1.2. Implementing changes to ownership, maintenance and access for Shared Components, including but not limited to those listed in Paragraph 4.2.1. above. However, where a change of ownership results in payment by the acquiring Party in an amount exceeding \$1 million dollars, approval of the City Council and District Board of Directors is required.
 - 9.1.3. Changes to Sewer Design Criteria set forth in Paragraph 4.3., above.
- 9.1.4. Reevaluation of capacity and determination of whether additional SFRE And Corresponding Flow Limit can be permitted in a Shared Component, as set forth in Paragraphs 5.5 and 6.2, above.
- 9.1.5. Determinations of the necessity for Expansion, Upsize and Upgrade of Shared Components, set forth in Paragraphs 6.0 and 6.2., above.
- 9.1.6. Negotiating terms and entering into MSA Addenda for future Project planning, cost participation and reimbursement, as set forth in Paragraph 7.1, above, except where reimbursement agreements exceed \$1 million dollars, in which case approval by the City Council and District Board of Directors is required.
 - 9.1.7. Making adjustments to the timelines set forth in Paragraph 7.2.
- 9.1.8. All true-up arrangements and status determinations set forth in Paragraph 7.4., above.
- **9.2. Biennial Contract Updates Meetings.** The Parties agree to confer on or about July 1 every two (2) years from the Effective Date to consider whether updates to this MSA are needed to reflect changes in the Parties' infrastructure and service plans which may generate changes to the Shared Components and Sanitary Sewer Services.
- **10.0** Notice. Any notices or other communications required or permitted by this Contract or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal services, when received in the United States' mail, first-class postage prepaid ("Notice") addressed to:

If to the District:

East Cherry Creek Valley Water and Sanitation District 6201 S. Gun Club Road Aurora, CO 80016

Attn: District Manager

Copy to: Tamara K. Seaver General Counsel 4725 South Monaco Street, Suite 360 Denver, Colorado 80237

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

Copy to: City of Aurora 15151 East Alameda Parkway, Suite 5300 Aurora, CO 80012 Attn: City Attorney

Either party may change its address for the purpose of this Paragraph by giving written notice of such change to the other party in the manner provided in this Paragraph.

11.0. Representations.

- 11.1. District Representations. The District represents and warrants that the execution and performance of this Agreement will not violate any provisions of its statutory authority or rules and regulations and that the terms of this Agreement shall be binding on subsequent Board of Directors.
- 11.2. **Aurora Representations.** Aurora Water represents and warrants that the execution and performance of this Agreement will not violate any provisions of its Charter, ordinances, or covenants contained in any indenture governing issuance and sale of the bonds of the City of Aurora, or the pledging of its revenues.
- **12.0**. **Binding Effect.** On the Effective Date, this Agreement shall be binding upon the respective legal representatives, successors and assigns of the Parties.
- **13.0.** Choice of Law. This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, shall be governed by, and enforced in accordance with, the substantive and procedural laws of the State of Colorado, including its statutes of limitations, without giving effect to any choice of law or conflict of laws rules or provisions (whether of the State of Colorado or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Colorado.
- **14.0** <u>Venue and Jurisdiction</u>. The Parties hereto agree that exclusive jurisdiction and venue for the resolution of any dispute relating to this Agreement shall lie in the District Court for Arapahoe County, State of Colorado and that Colorado law shall apply.

- **15.0.** <u>Counterpart Execution</u>. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed an original, all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by electronic delivery and, upon receipt, shall be deemed originals and binding upon the Parties.
- **16.0.** Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District or Aurora Water or their respective officials, employees, contractors, or agents, or any other person acting on their behalf and, in particular, governmental immunity that may be afforded or available to the District or Aurora Water pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.
- **17.0. Nonassignability.** The Parties may not assign their rights or delegate their duties hereunder without the prior written consent of the other Party.
- **18.0** No Third-Party Beneficiaries. This Agreement is entered into for the sole benefit of the District and Aurora Water, and no other Parties are intended to be direct or incidental beneficiaries of this Agreement, and no third party shall have any right in, under or to this Agreement.
- 19.0 Electronic Signatures. The Parties consent to the use of electronic signatures pursuant to the Uniform Electronic Transactions Act, Sections 24-71.3-101, et seq., Colorado Revised Statutes, as may be amended from time to time. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the Parties in a manner acceptable to the Authority. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.
- **20.0 No Waiver.** No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.
- **Rules of Construction.** For purposes of this Agreement, except as otherwise expressly provided or unless the context clearly requires otherwise (i) the terms defined herein include the plural as well as the singular and include any words based upon the root of such defined terms; (ii) words importing gender include all genders; (iii) the words "include," "includes," and "including" mean inclusion without limitation; (iv) the word "or" is not exclusive; (v) the words "herein," "hereof," and "hereunder," and other words of similar import, refer to this Agreement as a whole and not to any particular Paragraph or other subdivision; and (vi) the headings in the Agreement are for convenience only and shall not affect the interpretation of this Agreement. Unless the context otherwise requires, reference herein to: (A) Paragraph refers to the Paragraphs and all applicable sub-Paragraphs of this Agreement as the context indicates; (B) an agreement, instrument, or other document as

amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (C) a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulation promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

- **Entire Contract.** This Agreement constitutes the entire agreement between the Parties with respect to the sanitary sewer matters set forth here and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect.
- 23.0 Sole Obligation of Aurora Water (Utility Enterprise). This Agreement shall never constitute a general obligation or other indebtedness of the City of Aurora, 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. In the event of a default by Aurora Water of any of its obligations under this Agreement, the District shall have no recourse for any amounts owed to them 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 of Aurora Ordinance No. 2003-18, and then only after the payment of all operation and maintenance expenses of the Water System, and all debt service and reserve requirements of any bonds, notes, or other financial obligations of 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 of Aurora.

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

(signatures on following pages)

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

Mike Coffman, Mayor	Date		
ATTEST:			
Kadee Rodriguez, City Clerk	Date		
APPROVED AS TO FORM FOR AUROF	RA:		
Ian Best, Assistant City Attorney	4/18/2025	25016373	
Ian Best, Assistant City Attorney	Date	ACS#	
STATE OF COLORADO) ss COUNTY OF ARAPAHOE)			
The foregoing instrument was acknowledge Coffman, Mayor, acting on behalf of the U			, by Mik
Witness my hand and official seal.	Notary Public	-	
My commission expires:			
(SEAL)			

By: ________ Its: ______

ATTEST:			
APPROVED AS TO FORM: ICENOGLE SEAVER POGUE A Professional Corporation			
General Counsel			
STATE OF COLORADO)) ss COUNTY OF ARAPAHOE)			
The foregoing instrument was acknowledged b		day of	, 2025, by
Witness my hand and official seal.	Notary Public		
My commission expires:			

(SEAL)

EXHIBIT A (Kings Point IGA)

EXHIBIT B-1 and B-2 (Shared Service Areas and Tributary Basins Map)

EXHIBIT C (District and Aurora Water Facilities within Shared Service Areas Map)

<u>EXHIBIT D</u> (Facilities Ownership and Capacity Allocations Table)

EXHIBIT E (Shared Components and Their Locations)

<u>EXHIBIT F</u> (Facilities Connection Point Maps – Change Ownership Facilities)

The Parties agree to the following:

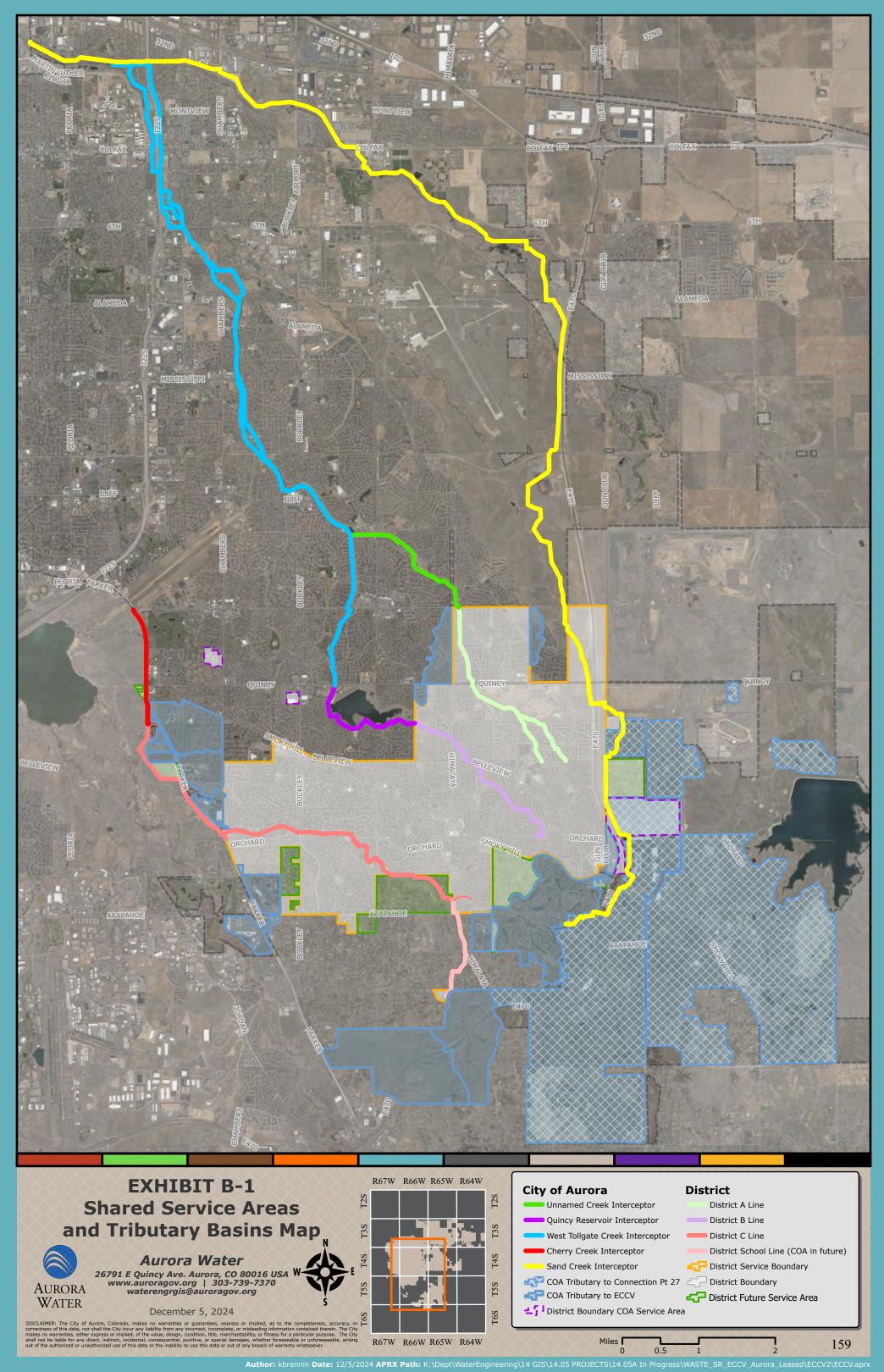
- (1) Interconnect Points 6 through 9. The following infrastructure components shown on **Exhibit E** are owned by the District but only transport Aurora Water flows to the Basin C Interceptor and they are all located within the District's easement in Cherry Creek State Park (See Department of the Army Easement for Right of Way (Pipeline) dated August 27, 1982 in Appendix A). The Parties agree that immediately after the Effective Date, the District will grant a license to Aurora Water for Aurora Water to use the District's easement and access all facilities. Once ECCV has obtained said approval, it will give Aurora Water a Bill of Sale for the infrastructure and grant the license, the forms of which are attached as **Exhibit G**.
 - a. Interconnect Point 6 (22H-001 to ECCV 5099 (formerly known as ECCV-90)) including 35' of 10" diameter pipe.
 - b Interconnect Point 7 (21G-007 to ECCV 5055 (formerly known as ECCV-86)) including 25' of 10" diameter pipe.
 - c. Interconnect Point 8 (Short pipeline section from Aurora Water service area boundary to ECCV 5422 (formerly known as ECCV-79)) including 15' of 8" diameter pipe.
 - d. Interconnect Point 9 (Short pipeline section from Aurora Water service area boundary to 20F-001, and pipeline between 20F-001 to ECCV 5381(formerly known as ECCV-72)), including 366' of 8" diameter pipe.
- Exhibit E is owned by Aurora Water and located within the City of Aurora, but only carries District flows. The easements associated with this infrastructure were granted by plats Summer Valley Subdivision Filing No. 17, dated January 11, 1980 (Interconnect Points 12 and 13) and Pride's Crossing Subdivision Filing No. 19, dated December 14, 1995 (Interconnect Point 14). The Parties agree that immediately after the Effective Date, Aurora Water will give ECCV a Bill of Sale for the infrastructure and grant a license to use its easements for access to all facilities to the District, the forms of which are attached as Exhibit G.
 - a. Interconnect Point 12 (ECCV 5148 to 20M-036 (ECCV 9586)).
 - b. Interconnect Point 13 (ECCV 5037 to 20M-081(ECCV 9587)).
 - c. Interconnect Point 14 (ECCV 5311 to 20N-118 (ECCV 9588)).

- (3) Interconnect Points 15 and 16 (ECCV 9162 to ECCV 72). This infrastructure (manholes and sewer main between them) shown on **Exhibit E** is owned by the District. (See Appendix A for Easement Deed between East Metro Community Church and the East Cherry Creek Valley Water and Sanitation District, dated March 23, 1998; License Agreement between City of Aurora and East Cherry Creek Valley Water and Sanitation District, dated August 5, 1986) The Parties agree that immediately after the Effective Date, the District will grant Aurora Water licenses to access said easements for access and maintenance purposes, the forms of which are attached as **Exhibit G**.
- (4) <u>Interconnect Points 17 and 18</u>. The following infrastructure shown on **Exhibit E** is owned by Aurora Water, conveys only Aurora Water flows, but is located within the District service area. (See Appendix A for Easement granted to the District from Alpert Corp dated July 16, 1982). The Parties agree that immediately after the Effective Date, the District will grant a license to its easements to Aurora to access all facilities, the form of which is attached as **Exhibit G**.
 - a. Interconnects 17 (City of Aurora boundary to ECCV 450 (formerly known as ECCV 267)).
 - b. Interconnect 18 (City of Aurora boundary to ECCV 402).
- on **Exhibit E** is owned by the District. This infrastructure is needed by Aurora Water for emergency surcharge. The Parties agree that immediately after the Effective Date, the District will give Aurora Water a Bill of Sale for the infrastructure, the form of which is attached as **Exhibit G**, and Aurora Water will obtain a street access permit as necessary to access the infrastructure for maintenance purposes. Further, the District will ensure that ECCV 5204 will remain so as long as Aurora Water requires this connection to remain uncapped.

EXHIBIT G (Conveyance Forms)

Exhibit A – Amended and Restated Intergovernmental Agreement By and Between the City of Aurora and East Cherry Creek Valley Water and Sanitation District Regarding Kings Point Development

Exhibit B-1 and B-2 – Shared Service Areas and Tributary Basins Map



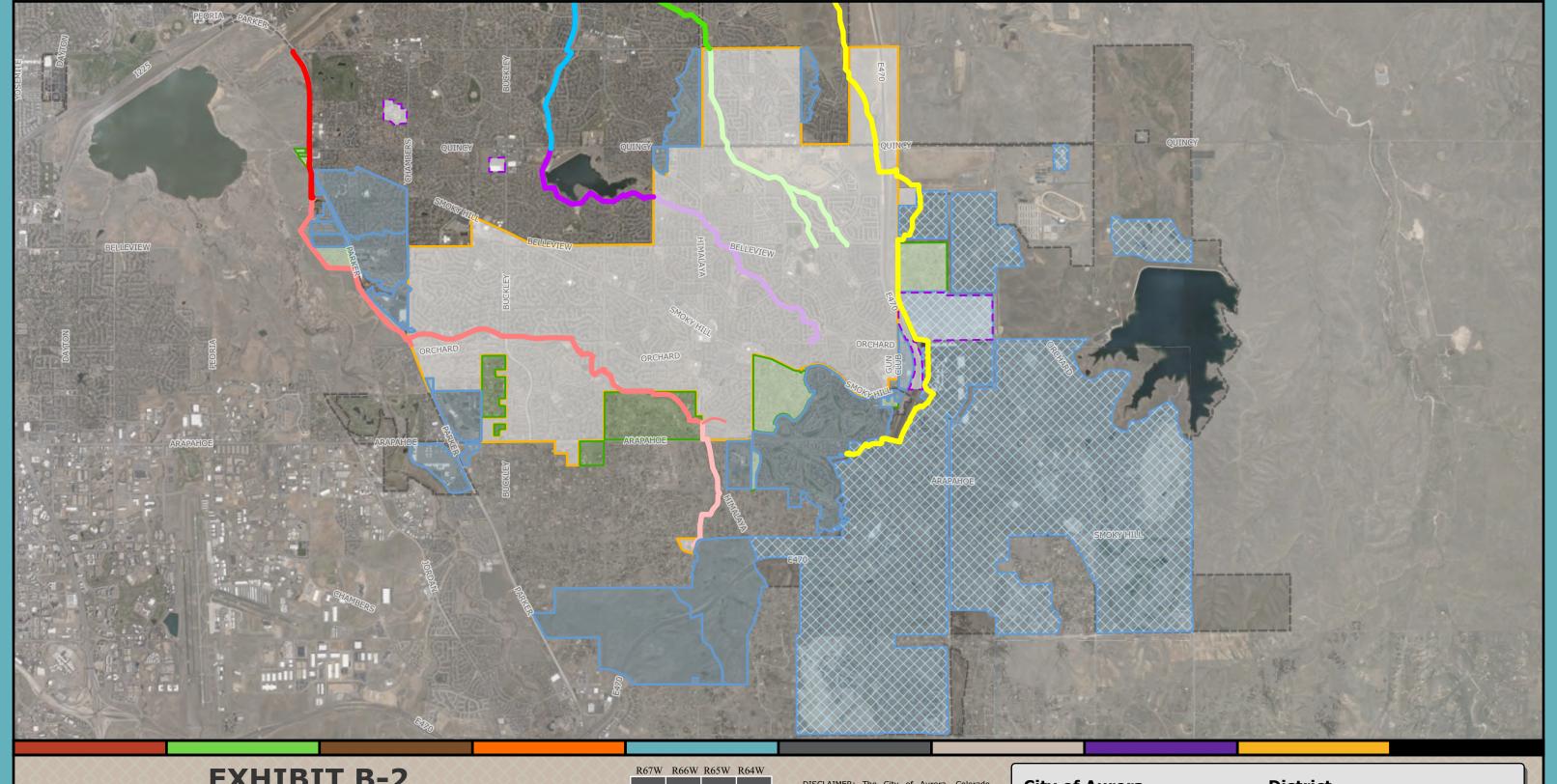


EXHIBIT B-2 Shared Service Areas and Tributary Basins Map **Aurora Water**

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December 5, 2024

WATER



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City of Aurora

Unnamed Creek Interceptor Quincy Reservoir Interceptor

West Tollgate Creek Interceptor

Cherry Creek Interceptor Sand Creek Interceptor

COA Tributary to Connection Pt 27 COA Tributary to ECCV

District Boundary COA Service Area

District

District A Line District B Line

District C Line

District School Line (COA in future)

District Service Boundary

District Boundary

District Future Service Area

Author: kbrennin Date: 12/5/2024 APRX Path: K:\Dept\WaterEngineering\14 GIS\14.05 PROJECTS\14.05A In Progress\WASTE_SR_ECCV_Aurora_Leased\ECCV2\ECCV.aprx

Exhibit C - District and Aurora Water Facilities within Shared Service Areas Map

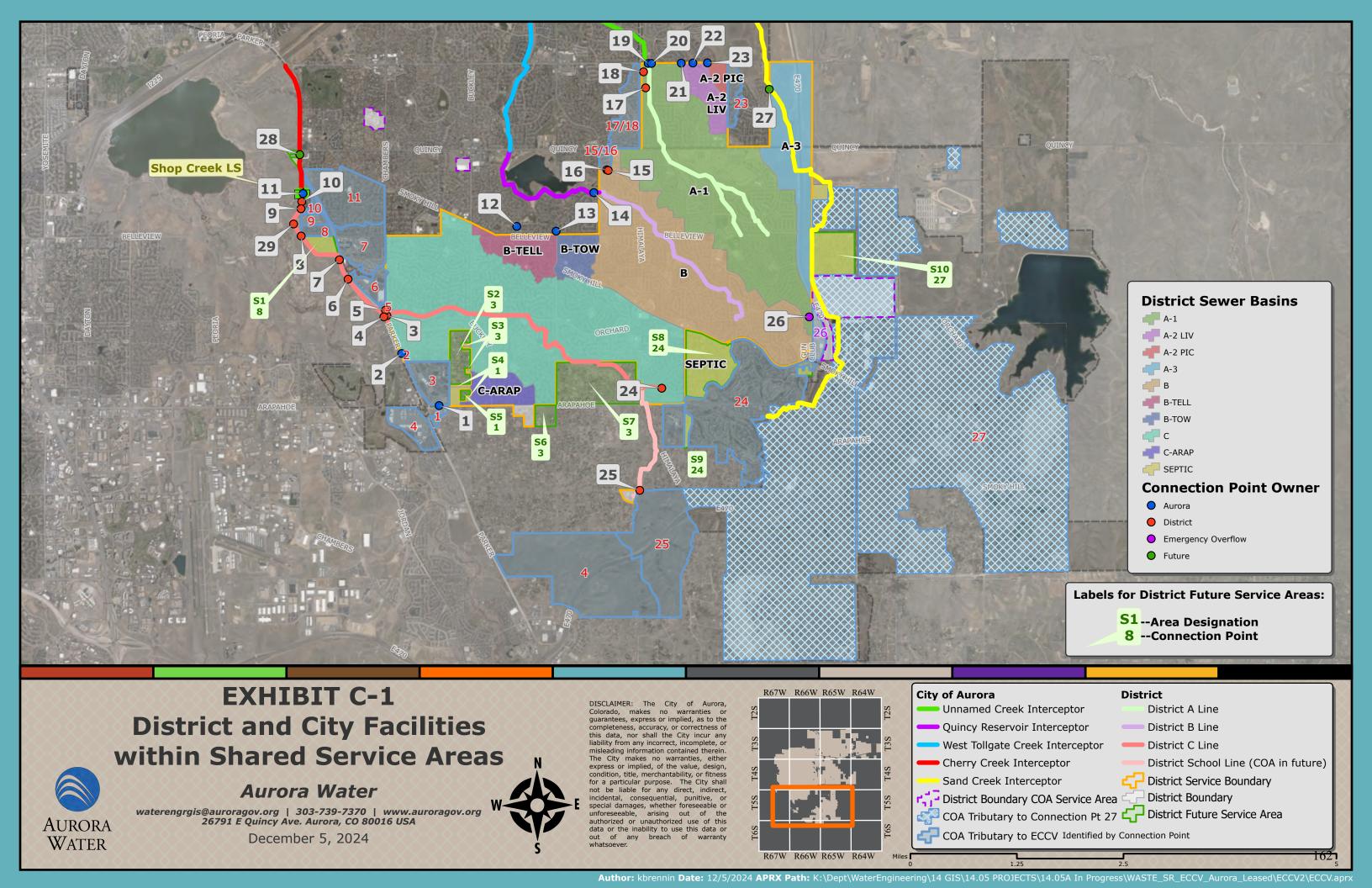


Exhibit D – Facilities Ownership and Capacity Allocations Table

EXHIBIT D: Facilities Ownership and Capacity Allocations Table

A	В	С	D	E	F	G	Н	I	J	K	L	М	N	0	Р	COA Data	1					
							Existin	ng Meter Cou	ints and MWI	R SFRE						District Data Connection	-					
																Point where						
						0.75	0.75 Non-									both COA and						
					0.625	Residential	Residential	1	1.5	2	3	4				District enter						
														Addition SFRE's	TOTAL SFRE's		_					
			Vacant Land	Septic or																		
			(this area is	Future										For Vacant Land,	Current MWRD	Minimum	Pipe Capacity at	District	COA			
	Area Designation		included in	Development									CURRENT	Septic or Future	SFREs + Additional	Downstream	Minimum Slope		Cumulative		Remaining	
Samuatian Baint	Tributary to	Overall Area	overall	(Acres) or				4.0	44	20	42	0.0		Dev. at 3.5 DU/ac	SFRES	Pipe Diameter	(mgd) (2)	Peak Flow	Peak Flow			Over pipe
Connection Point	Connection Point C-ARAP	(acres) 197.41	acreage)	Lots	0	1 383	0	4.8	11 1	20	43	86	(F through M) 442.8	((D+E)*3.5)) 0	(N+O) 443	(inch)	+	(mgd)	(mgd)	Peak flow (mgd)	(mga)	Capacity?
		237112				500			_				11210	· ·	5							
1	S4 (Regis School & 1 Res. Lot)	25		25	0	0	0	0	0	0	0	0	0	88	88	8	0.53	0.41	0.06	0.47	0.06	No
	S5 (3 Lots)	7.5		3 lots septic	0	0	0	0	0	0	0	0	0	3	3	1						
	Town of Foxfield	13.53	7.76		0	0	0	1	4	0	0	0	48.8	27	76							
	6202/6292 S. Parker																					
2	Rd Lazy Hills															12	1.32	0.44	0.06	0.50	0.82	No
	Commons	4.12			0	0	0	2	3	0	0	0	42.6	0	43							
		2,687 (total C)																				
	Basin C (minus CP2)	- 4.12 = 2682.88	41		0	6,709	9	11	9	2	5	0	7,133.8	144	7,277							
		2002.00	41		J	0,709	9	11	9	2	3	U	7,133.6	144	1,211	1						
	S6 (Foxfield Senior Area) (3)	38.4			0	6	0	0	0	0	0	0	6	22	28							
	Alcaj (5)	36.4			0		U	U	U	0	0	0	0	22	20	1						
	S7 (Piney Creek			106 lots																		
3	Ranches -106 lots)	303		spectic	0	0	0	0	0	0	0	0	0	106	106	24	7.54	4.65	0.33	4.98	2.56	No
	S2 (Cherry Creek															1						
	East- 32 lots)	101		32 lots spectic	0	0	0	0	0	0	0	0	0	32	32							
	S3 (Cherry Creek																					
	East - 2 lots)	6.6		2 lots septic	0	0	0	0	0	0	0	0	0	2	2	1						
	Arapahoe Crossings				_			_						_								
	Commercial	126.22	0		0	0	1	5	16	3	2	0	348	0	348							
	Cornerstar & Kings	101.73 + 896.1														27	10.33	4.72	4.81	9.54	0.79	No
4	Point Western Basin	= 997.83	896.1		0	0	0	7	16	30	1	0	852.6	3,136	3,989		10.55	4.72	4.01	3.34	0.75	110
	5800 & 5820 S.													·								
5	Parker Road	3.87	0		0	0	0	1	1	0	0	0	15.8	0	16	8	0.53	0.00	0.01	0.01	0.52	No
	Pioneer Hills													-	-	27	10.22	4.72	4.06	0.60	0.65	Na
6	Commercial	63.39	0		26	0	3	6	7	2	3	0	306.8	0	307	27	10.33	4.72	4.96	9.68	0.65	No
-	Pioneer Hills	472.00	2.05		F.F.0	_	_	45	_	F	2		000	40	000	27	10.33	4.72	5.39	10.11	0.22	No
7	Residential Cherry Creek Villas	172.88	2.85		552	0	0	15	0	5	2	1	896	10	906	 				-		
	(south)	28.31	0		86	0	0	0	0	1	0	0	106	0	106							
8	(22 30)				30					-			_50			27	10.33	4.75	5.44	10.19	0.14	No
	S1 (Cherry Creek																					
	Ranchos- 42 lots)	42.5		42 lots septic	0	0	0	0	0	0	0	0	0	42	42		-					
9	Cherry Creek Villas (north)	23.68	4.36		100	0	0	0	1	0	0	0	111	15	126	27	10.33	4.75	5.50	10.25	0.08	No
3	Cherry Creek	23.08	4.30		100	U	U	U	1	U	U	U	111	13	120							
10	Overlook	12.37	0		48	0	0	0	0	0	0	0	48	0	48	27	10.33	4.75	5.52	10.27	0.06	No
11	Lift Station	310.15	0		849	1	1	0	39	37	2	0	2107	0	2,107	27	10.58	4.75	6.50	11.24	-0.66	Yes (7
12	B-TELL	226.2			0	739	1	1	1	0	1	0	799.8	0	800	15	2.15	0.62	0.00	0.62	1.53	No
13	B-TOW	155.4			0	509	1	5	3	0	0	0	568	0	568	8	0.53	0.44	0.00	0.44	0.09	No
14	Basin B (minus CP															24 (5)	7.54	3.73	0.08	3.81	3.73	No
14	15/16 Foxhill)	1,691.8			0	5220	10	16	18	17	5	0	6069.8	0	6,070	24 (5)	7.54	3./3	0.08	3.61	3./3	INU
	Foxhill	18.5			3	59	2	3	1	0	0	0	88.4	0	88							
15/16	Fairfield Village	23.77	0		82	0	2	1	1	0	0	0	101.8	0	102	8	0.53	0.07	0.08	0.15	0.38	No
	High Point &															8	0.53	0.00	0.46	0.46	0.07	No
17/18	Hampden Hills	144.54	0		557	0	0	0	0	0	1	0	600	0	600	, °	0.55	0.00	0.40	0.40	0.07	INO
	5 6	116															5.00	4 40	0.00		0.11	
	Portion of Basin A-1	,			0	420							450.0	6	450	21	5.28	4.48	0.66	5.14	0.14	No
19	Tributary to CP 19	1886 ac)			0	439	0	0	1	0	0	0	450.0	0	450							

EXHIBIT D: Facilities Ownership and Capacity Allocations Table

Α	В	С	D	Е	F	G	Н	I	J	K	L	М	N	0	Р	COA Data							
							Existir	ng Meter Cou	ints and MW	R SFRE		ı				District Data							
																Connection							
						0.75	0.75 Non-									Point where both COA and							
					0.625		Residential	1	1.5	2	3	4				District enter							
					0.023	1100100110101		_	1.5	_		-		A L IIII GEREL	TOTAL 05051	District effect	-						
			Vacant Land	Septic or										Addition SFRE's	TOTAL SFRE's		1				1		ı
			(this area is	Future										For Vacant Land,	Current MWRD	Minimum	Pipe Capacity at	District	COA				
	Area Designation		included in	Development									CURRENT	Septic or Future	SFREs + Additional	Downstream	Minimum Slope	Cumulative	Cumulative	COA + District	Remaining		ı
	Tributary to	Overall Area		(Acres) or									MWRD SFREs		SFREs	Pipe Diameter	(mgd) (2)	Peak Flow	Peak Flow		Capacity	Over pipe	ı
Connection Point	Connection Point	(acres)	acreage)	Lots	1	1	2	4.8	11	20	43	86	(F through M)	((D+E)*3.5))	(N+O)	(inch)		(mgd)	(mgd)	Peak flow (mgd)	(mgd)	Capacity?	ı
		1769.8																					ı
		(1886 (A-1														15	8.65	4.26	0.20	4.45	4.20	No	ı
22	Portion of Basin A-1					5074		•					6400						0.00				ı
20	Tributary to CP 20 Residence at	(DP19)			0	5974	1	0	6	1	6	2	6492	0	6,492								í
	Hampden &															15	2.15	0.56	0.20	0.75	1.40	No	ı
21	Liverpool	9.2			0	83	0	0	0	0	0	0	83	0	83	15	2.13	0.50	0.20	0.73	1.40	NO	ı
	Basin A-2 LIV (minus							-		-				-									ı
22	CP 21)	144.6			0	449	0	0	0	0	0	0	449	0	449	15	2.15	0.49	0.20	0.69	1.46	No	ı
	Basin A-2 PIC	44	26.3		0	96	0	0	0	0	0	0	96	92	188								ı
23	East Quincy															15	2.15	0.15	0.20	0.34	1.81	No	ı
	Highlands	59.57	15.59		200	0	0	0	0	0	0	0	200	55	255								ł
		811.04 - 227.02 =																					ı
		584.02 (1)	11.42		1148	0	7	11	10	27	1	0	1907.8	40	1,948								ı
	Saddle Hock	304.02 (1)	11.42		1140		,	- 11	10	27	_		1507.0	40	1,540								ı
	S8 (Saddle Rock																						ı
24	Ranches &															15	2.15	0.08	1.42	1.50	0.65	No	ı
	Meadows 95 lots)	244.6		95 lots septic	0	0	0	0	0	0	0	0	0	95	95								ı
	,							-								Ī							ı
	S9 (Arapahoe																						ı
	Meadows - 8 lots)	21.3		8 lots septic	0	0	0	0	0	0	0	0	0	8	8								ı
	Creekside																						ı
25	Elementary				0	0	0	0	0	0	1	0	43	0	43	8	0.53	0.03	1.44	1.47	-0.94	Yes	(8)
23	Kings Point Eastern]	0.55	0.03	1.77	1.47	0.54	163	ı
	Basin	564.5	564.5		0	0	0	0	0	0	0	0	0	1,976	1,976								ŧ
	Staddle Rock																						ı
	Marketplace (emergency															8	0.53	0.00	0.12	0.12	0.41	No	ı
26 (6)	overflow)	45.03	0		0	0	1	3	7	3	0	0	153.4	0	153								ı
	Basin A-3													-									ı
	(Parcel M-4)	76.97			0	291	2	14	4	11	0	0	626.2	0	626								ı
	Basin A-3																						ı
	(Parcel N)	6		4 - 1.5" taps	0	0	0	0	0	0	0	0	0	44	44								ı
27 (4)	Basin A-3	26		452 3/4" taps	0		0	0	0	0		0	0	457	457	20	12.69	1 20	10.25	11.64	2.04	No	ı
27 (4)	(Parcel O) Basin A-3	26		and 1 - 1" tap	0	0	0	0	0	0	0	0	0	457	457	30	13.68	1.39	10.25	11.64	2.04	No	ı
	(Remainder)	206	206		0	0	0	0	0	0	0	0	0	721	721								ı
	S10 (Dove Hill -50	200	200		U			U		U	U	U		721	721	1							1
	lots)	161.2		50 lots septic	0	0	0	0	0	0	0	0	0	50	50								ı
	Southeast Aurora	7484.9	347.88		13122	7	19	110	190	106	28	1	19195	1,218	20,413								i
28	Parker Road Central			10.25	0	0	0	1	0	0	0	0	4.8	36	41	27	10.58	4.76	6.50	11.26	-0.68	Yes	(7)
29	Cherry Creek State															27	10.58	4.75	5.44	10.19	0.39	No	1
	Park HQs	2.43			0	0	2	0	0	0	0	0	4	0	4								ı

⁽¹⁾ Saddle rock - Total acreage = 811.04, Golf course acreage = 227.02, Service area = 811.04 - 227.02 = 584.02

⁽²⁾ Based upon 75/80% full, n=0.011, minimum slopes: 0.40% for 8" lines, 0.35% for 10" lines, 0.25% for 12" lines, 0.2% slope for >=15" lines

^{(3) 28} SFREs were granted per 11/6/2017 agreement letter for Foxfield Development

⁽⁴⁾ Basin A-3 does not include E-470 ROW or DADS

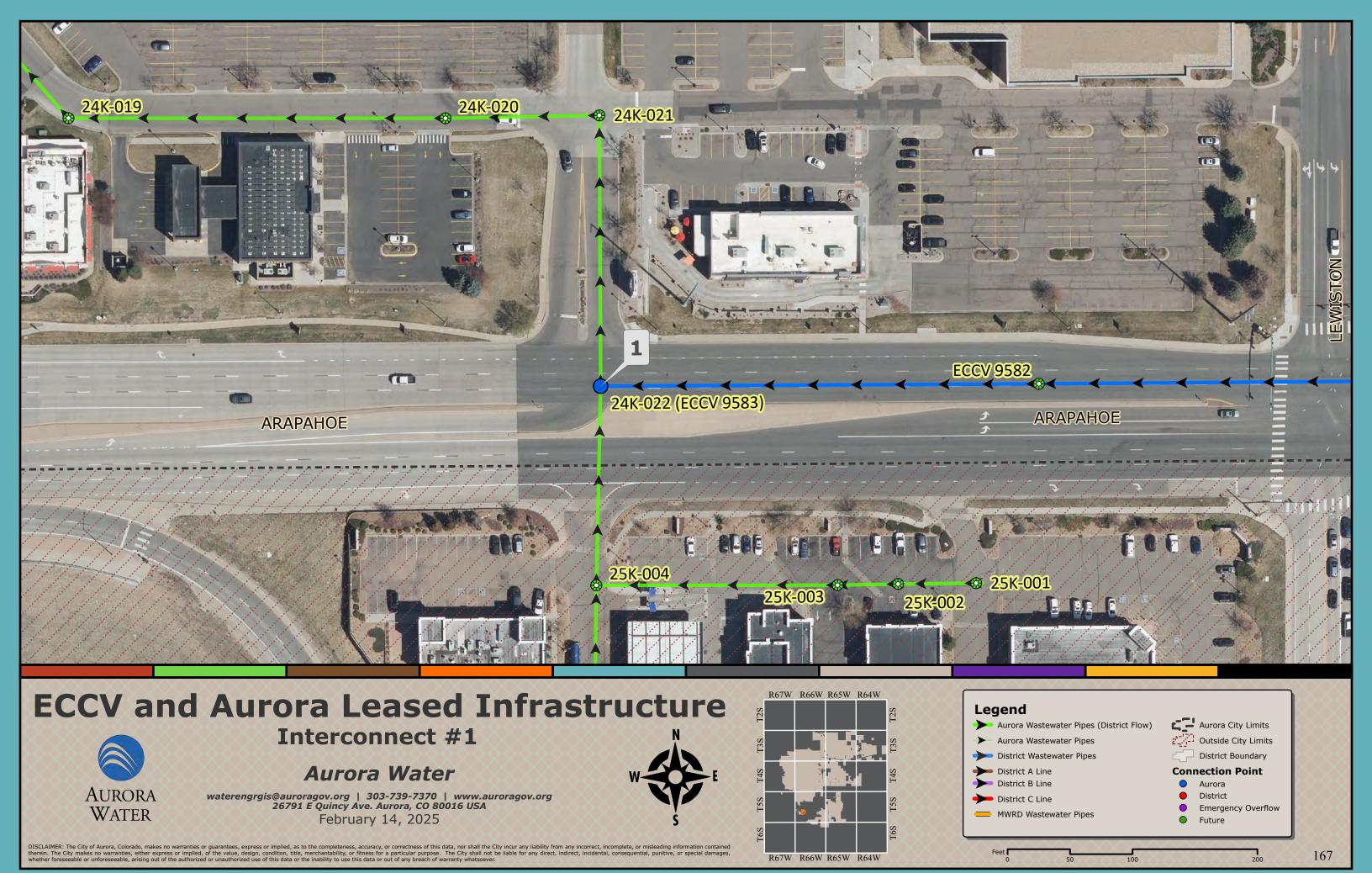
⁽⁵⁾ Few segments of 18" approaching Quincy Avenue at 2.5%

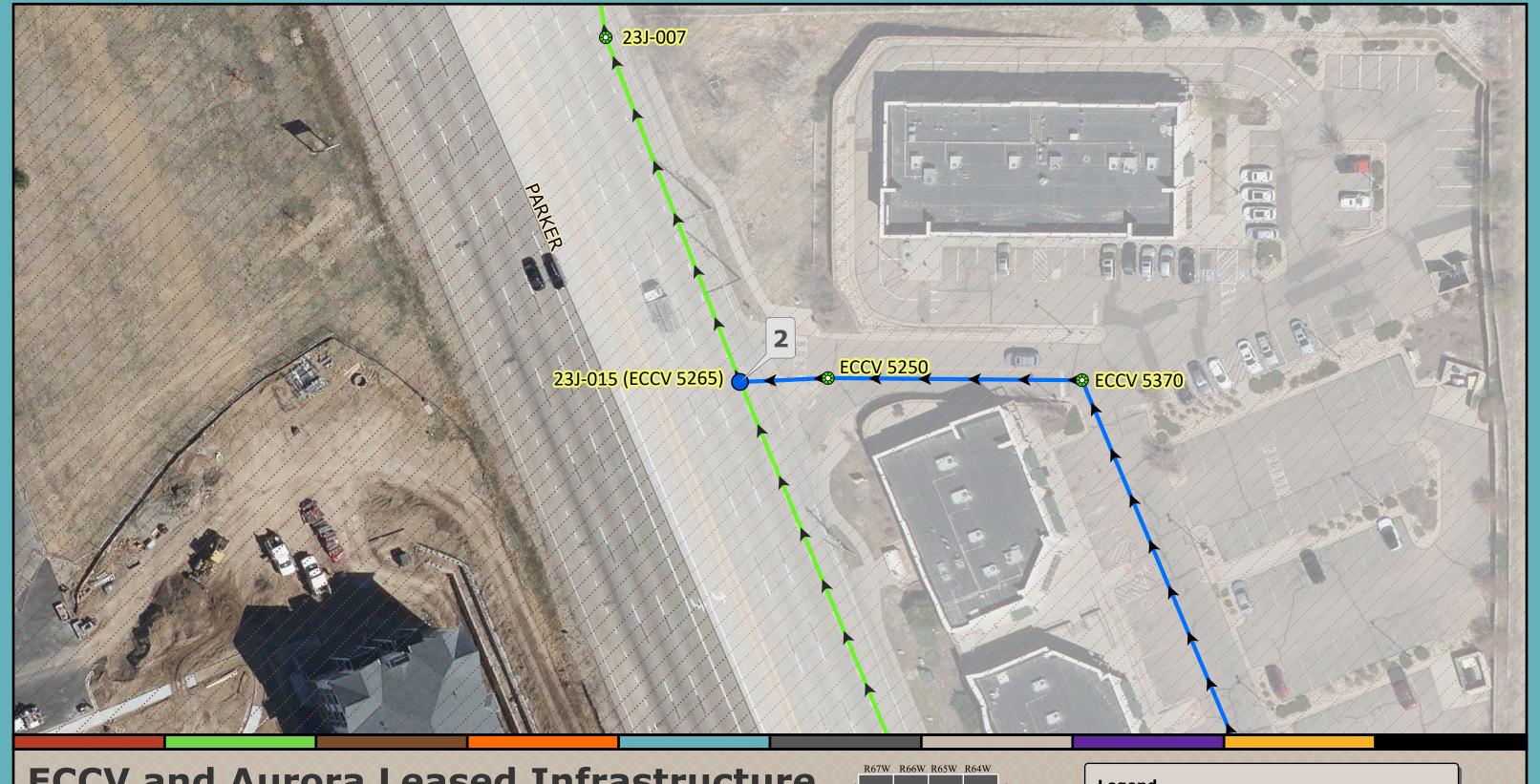
⁽⁶⁾ Design Point 26 is an emergency overflow connection to the District's sanitary sewer system from COA's 45 acres basin along Gun Club Road, if needed.

⁽⁷⁾ At the time of execution of agreement, the downstream system was flow monitored and a capacity constraint does not currently exist. Infrastructure will be evaluated with master plan updates and improvements will be planned if/when needed.

⁽⁸⁾ Reference Kings Point IGA (Exhibit A) for this connection point.

Exhibit E – ECCV and Aurora Leased Infrastructure Maps





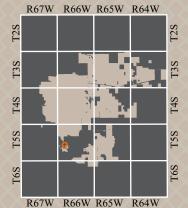
ECCV and Aurora Leased Infrastructure Interconnect #2



Aurora Water

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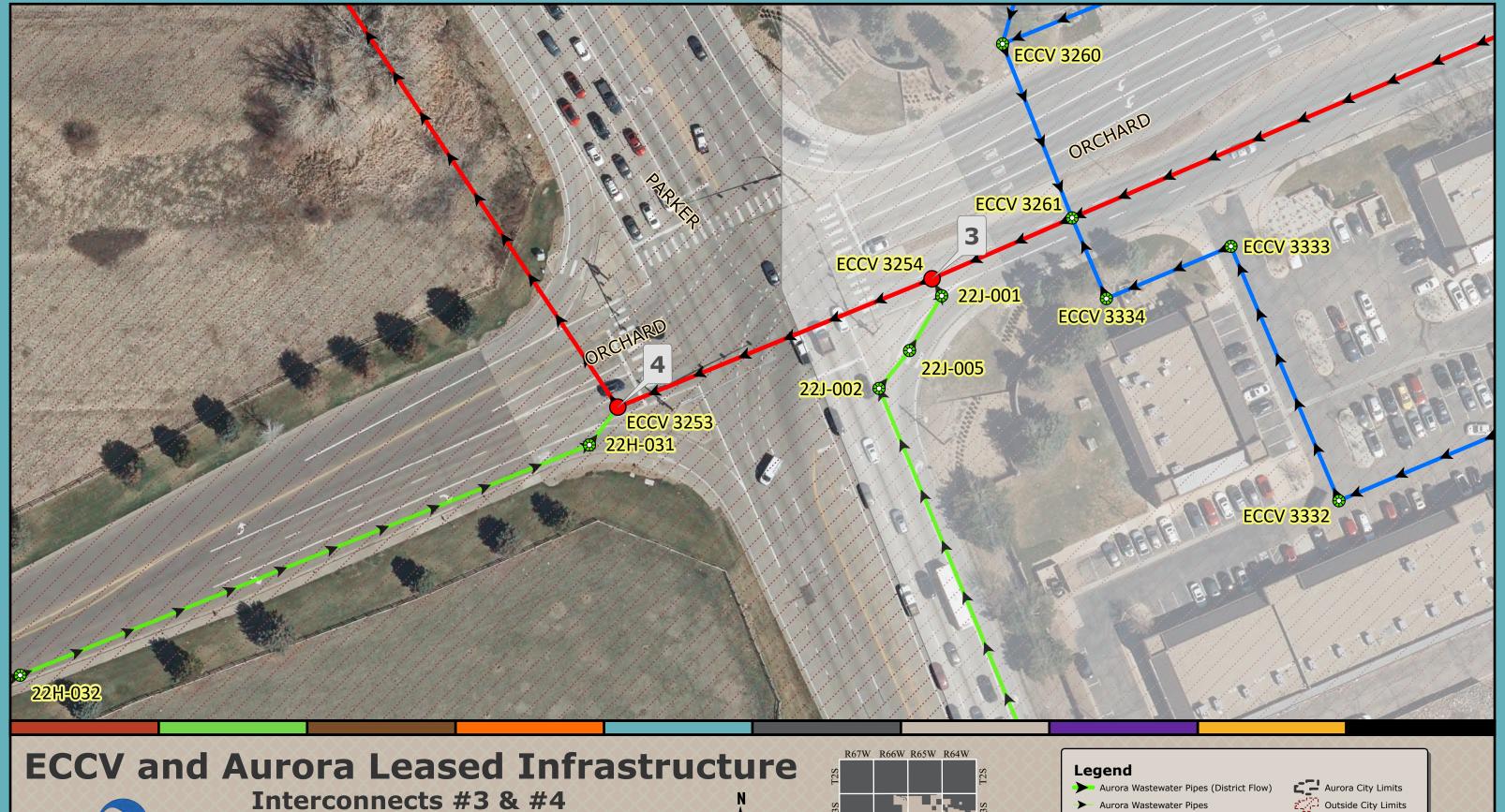
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Legend Aurora City Limits Aurora Wastewater Pipes (District Flow) Outside City Limits Aurora Wastewater Pipes District Boundary District Wastewater Pipes District A Line **Connection Point** District B Line Aurora District District C Line Emergency Overflow MWRD Wastewater Pipes Future

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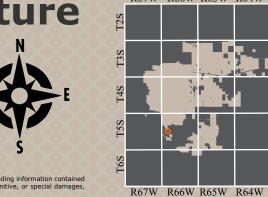




Aurora Water

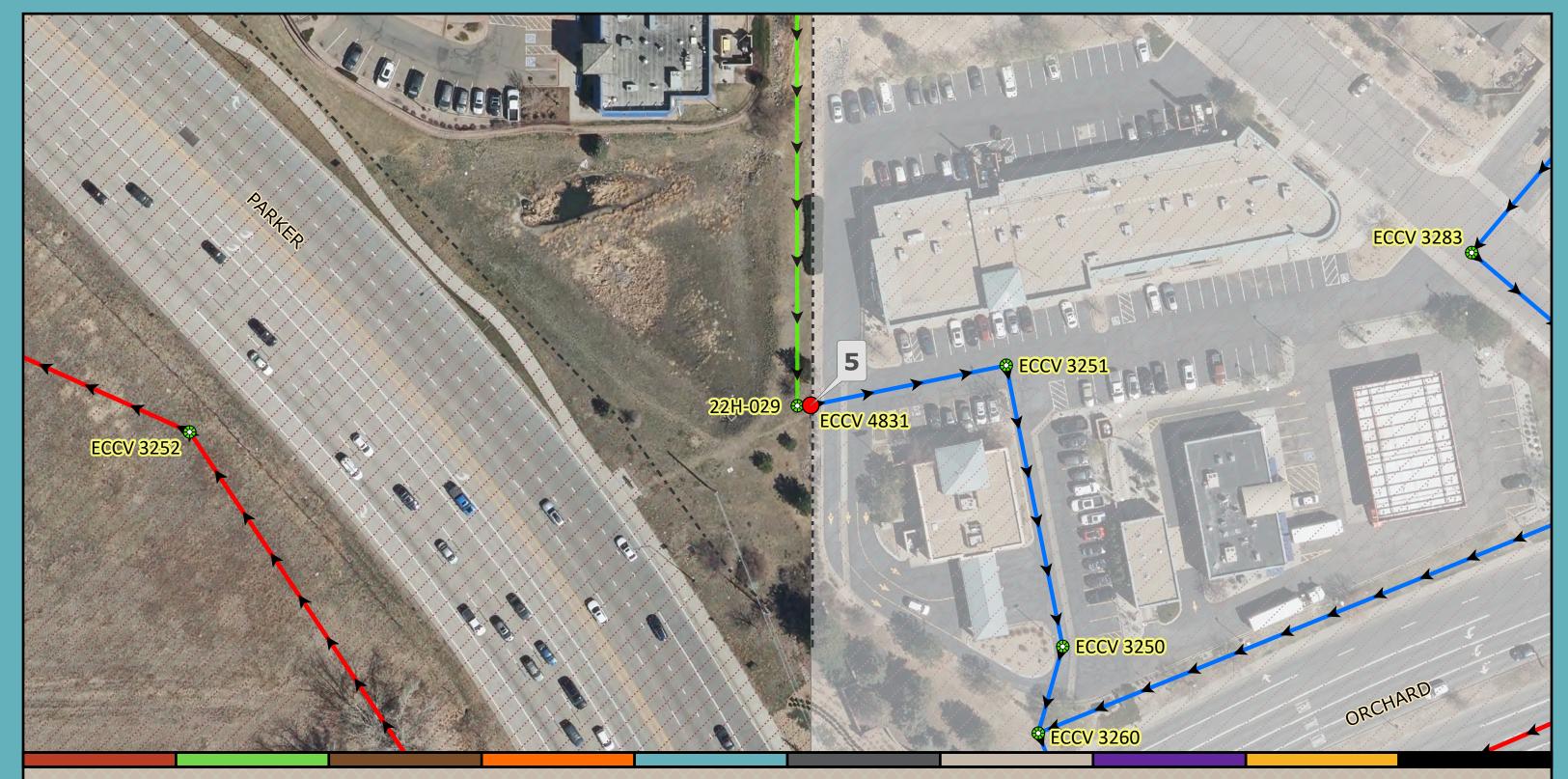
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February 14, 2025



Aurora City Limits Aurora Wastewater Pipes (District Flow) Outside City Limits Aurora Wastewater Pipes District Wastewater Pipes District Boundary District A Line **Connection Point** District B Line Aurora District District C Line Emergency Overflow MWRD Wastewater Pipes

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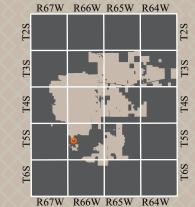




Aurora Water

Interconnect #5

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Legend

- Aurora Wastewater Pipes (District Flow)
- Aurora Wastewater Pipes
- District Wastewater Pipes
- District Wastewater i
- District A Line
- District B Line
- District C Line
- MWRD Wastewater Pipes

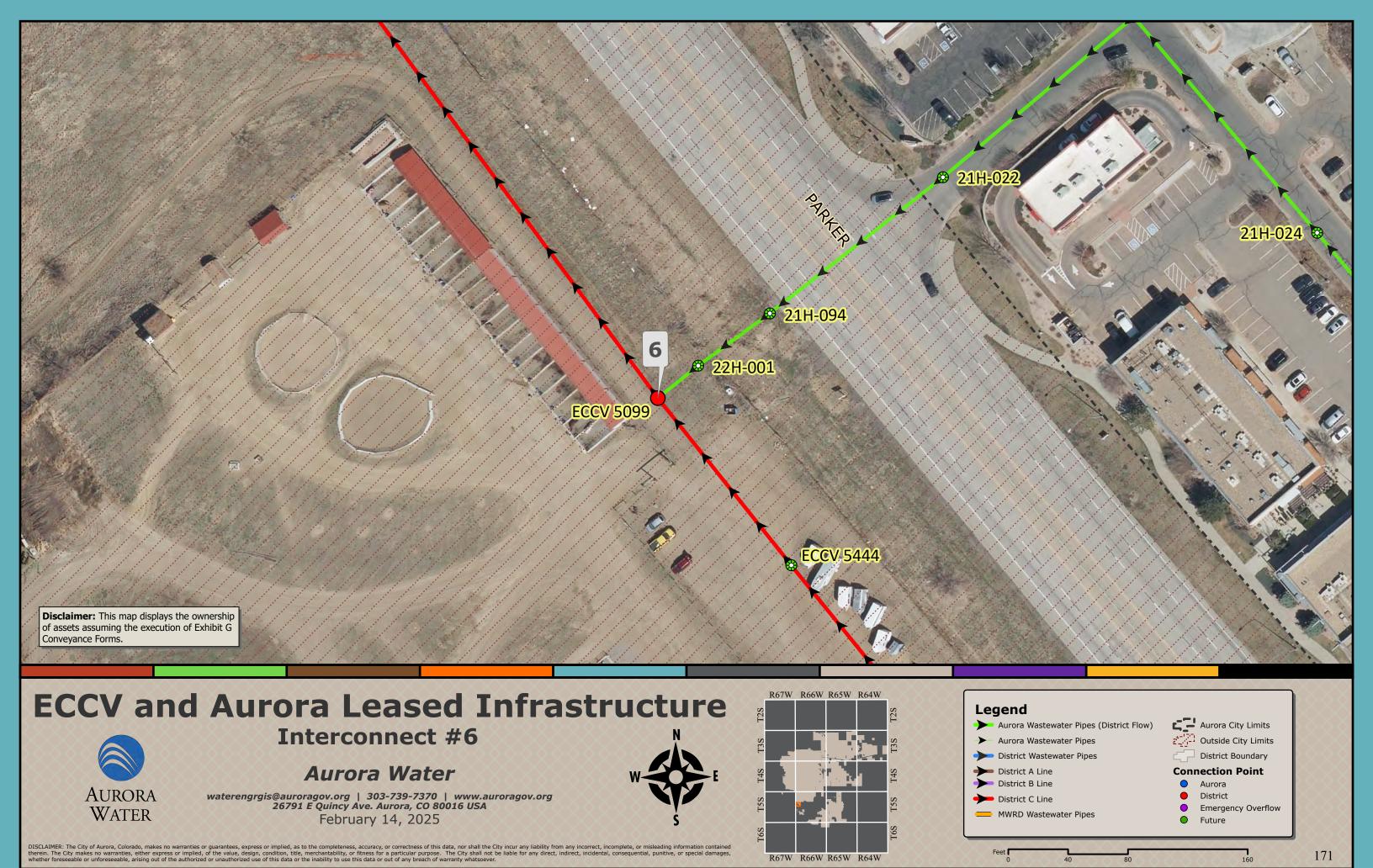
- Aurora City Limits
 Outside City Limits
 - District Boundary

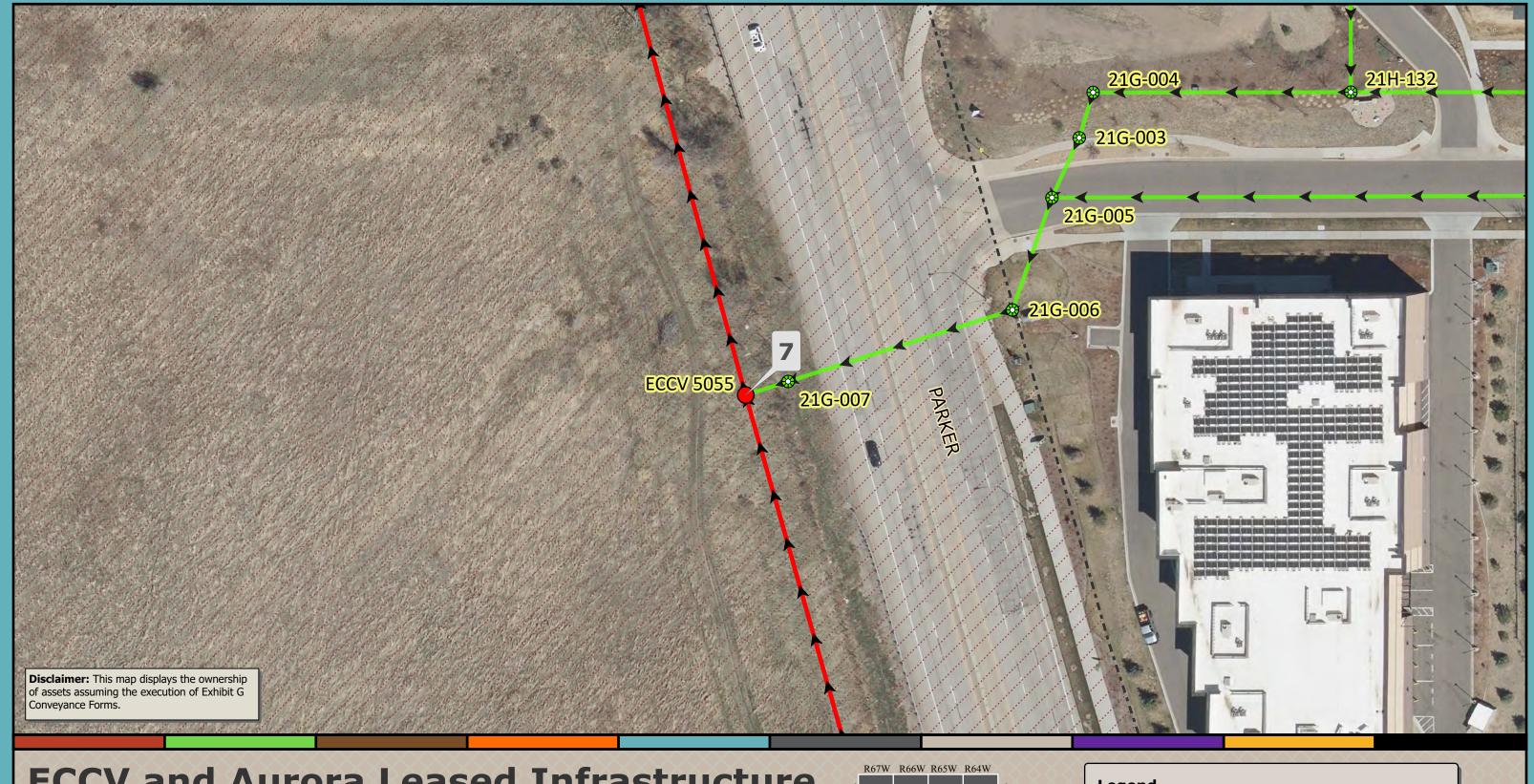
170

- **Connection Point**
- Aurora
- District
- Emergency Overflow
- Future

Feet 0 40 80 160

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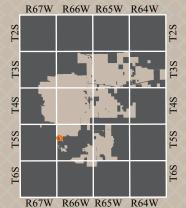




Aurora Water

Interconnect #7

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Legend

Aurora Wastewater Pipes (District Flow)

Aurora Wastewater Pipes

District Wastewater Pipes

District A Line

District B Line

District C Line

MWRD Wastewater Pipes



Aurora City Limits Outside City Limits

District Boundary

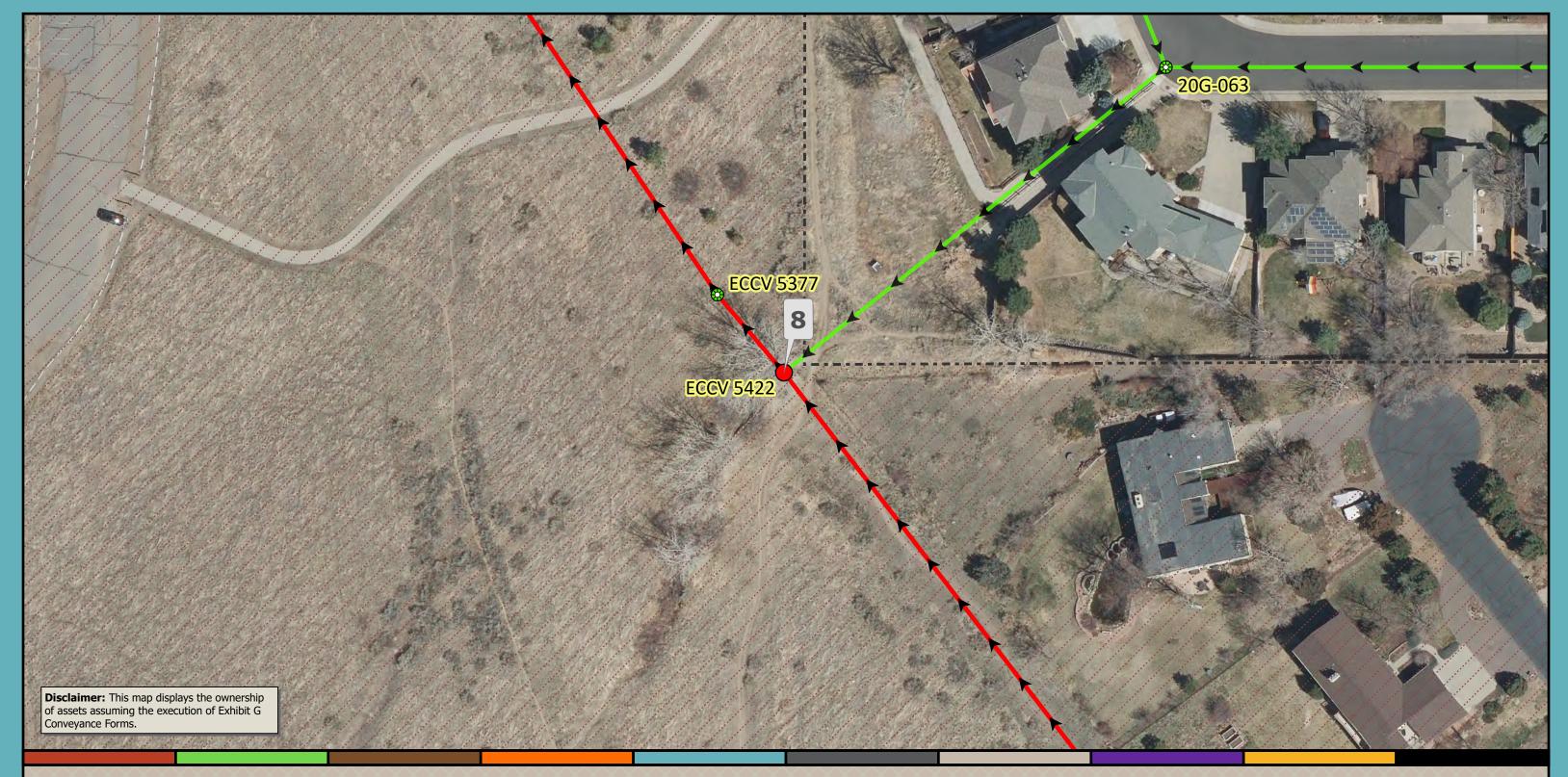
Connection Point

Aurora

District

Emergency Overflow

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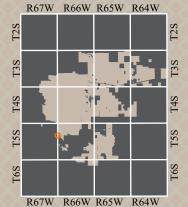


Aurora Water

Interconnect #8

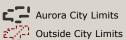
waterengrgis@auroragov.org | 303-739-7370 | www.auroragov.org 26791 E Quincy Ave. Aurora, CO 80016 USA February 14, 2025





Legend

- Aurora Wastewater Pipes (District Flow)
- Aurora Wastewater Pipes
- District Wastewater Pipes
- District A Line
- District B Line
- District C Line
- MWRD Wastewater Pipes



Aurora City Limits

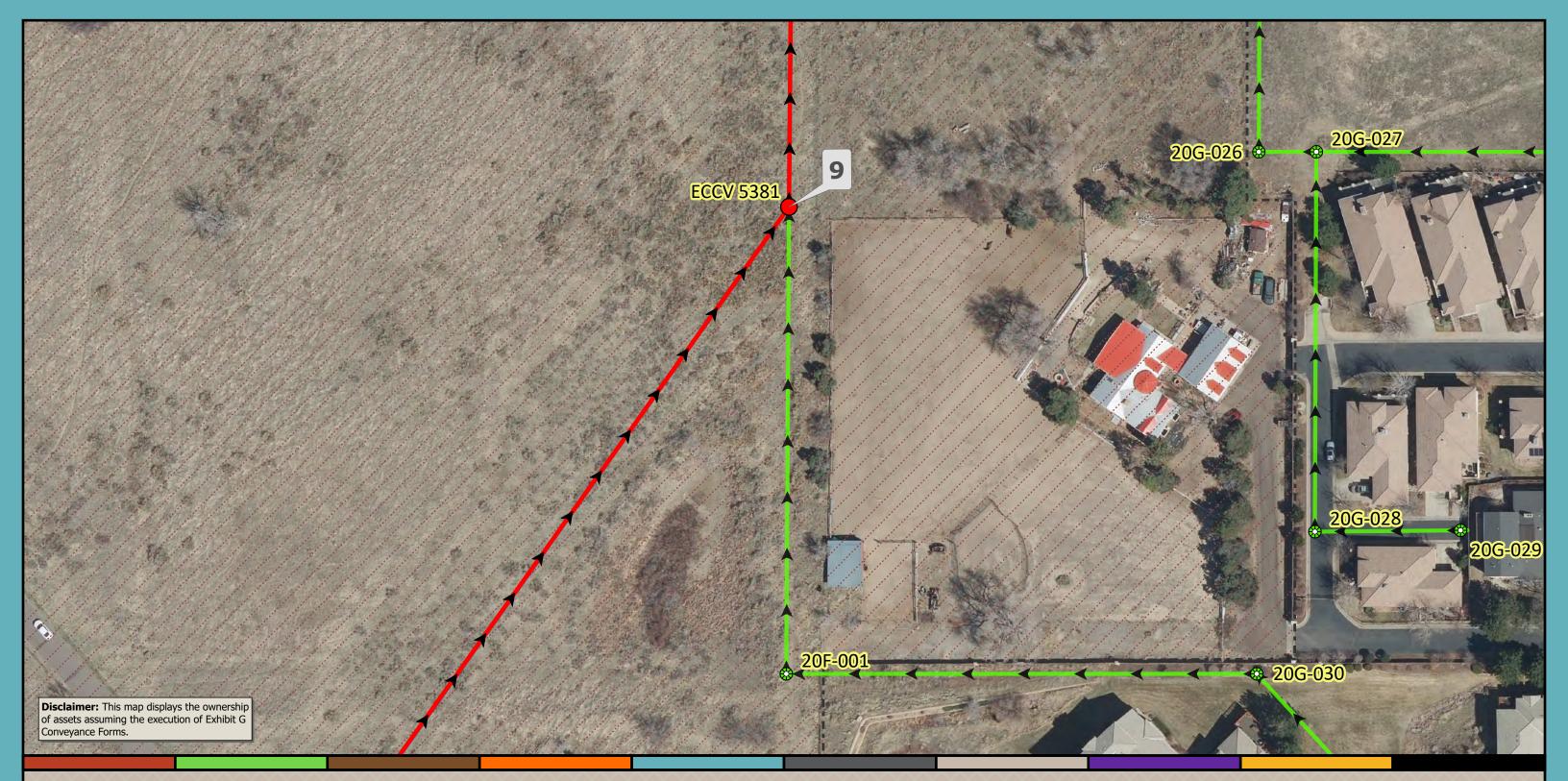
District Boundary

Connection Point

- Aurora
- District
- Emergency Overflow

173

Future

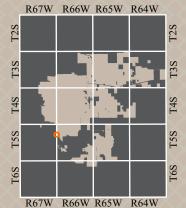




Aurora Water

Interconnect #9

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Legend

- Aurora Wastewater Pipes (District Flow)
- Aurora Wastewater Pipes
- District Wastewater Pipes
- District A Line
- District B Line
- District C Line
- MWRD Wastewater Pipes



Aurora City Limits Outside City Limits

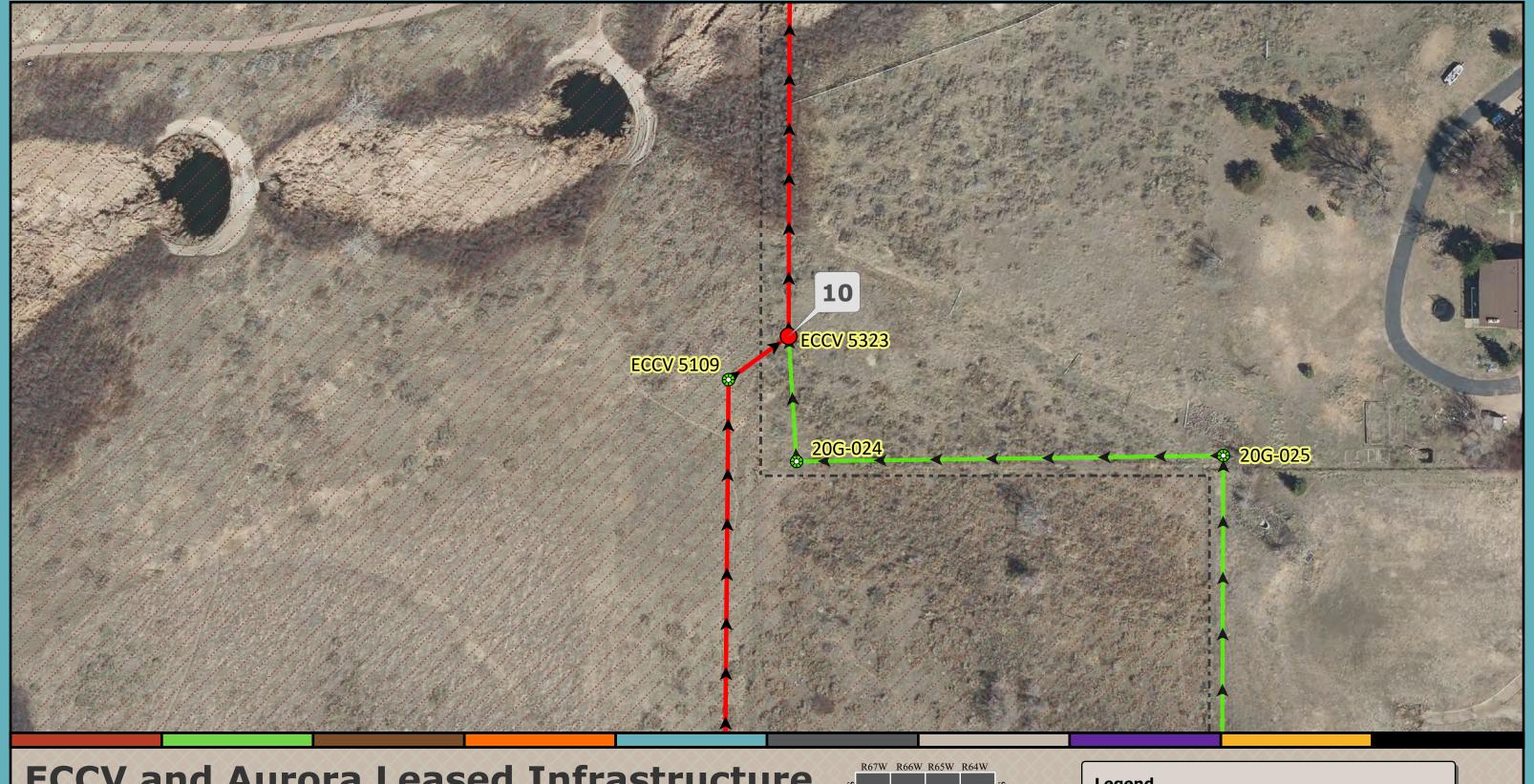
District Boundary

Connection Point

- Aurora
- District
- Emergency Overflow

174

Author: kbrennin Date: 2/14/2025 APRX Path: K:\Dept\WaterEngineering\14 GIS\14.05 PROJECTS\14.05A In Progress\WASTE_SR_ECCV_Aurora_Leased\APRXs\ECCV_Aurora_Leased_Interconnects\ECCV_Aurora_Leased_Interconnects\approx



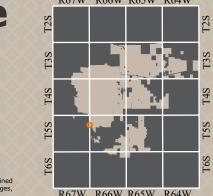


Aurora Water

Interconnect #10

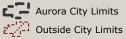
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February 14, 2025



Legend

- Aurora Wastewater Pipes (District Flow)
- Aurora Wastewater Pipes
- District Wastewater Pipes
- District A Line
- District B Line
- District C Line
- MWRD Wastewater Pipes



Aurora City Limits

District Boundary

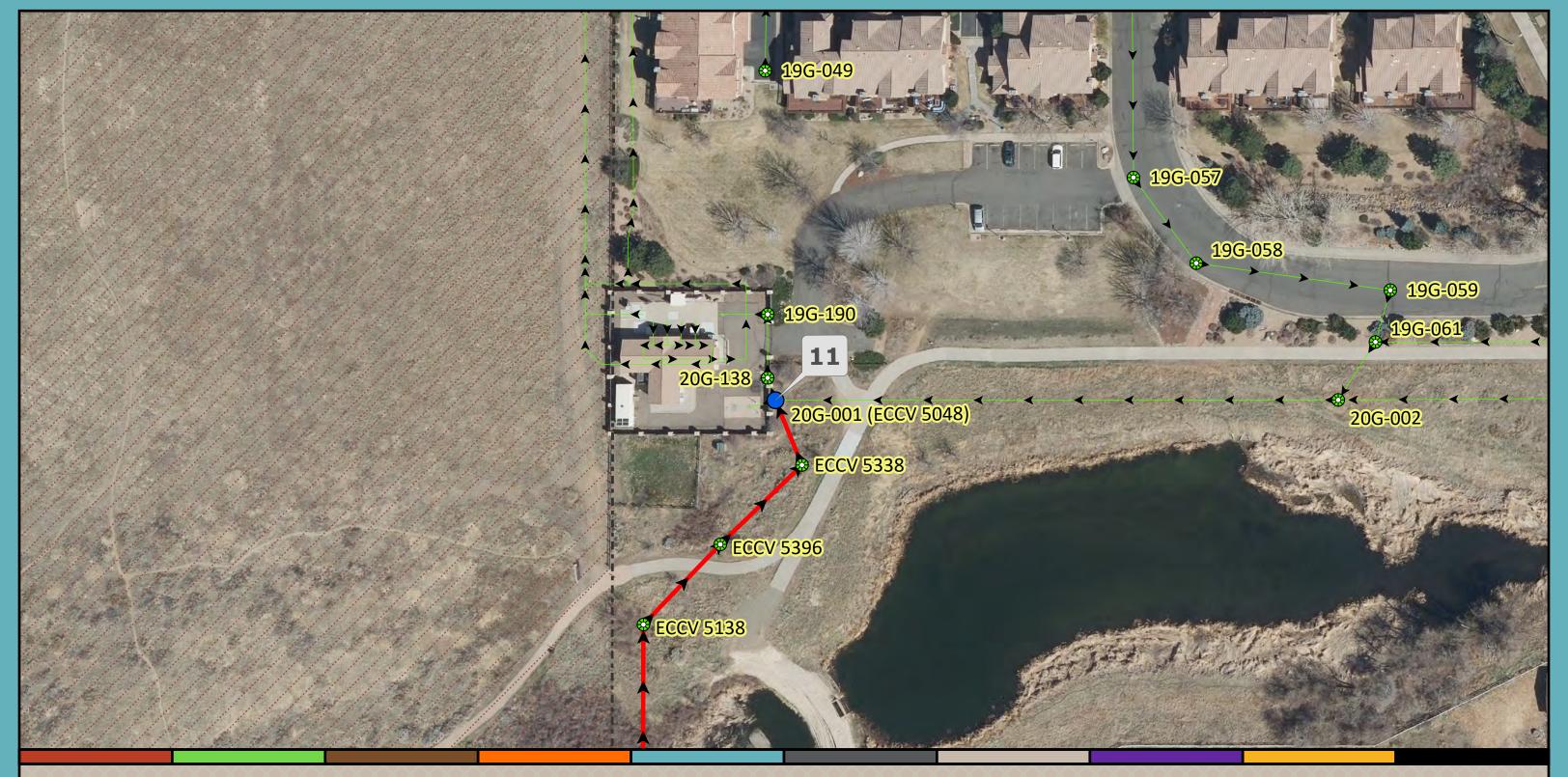
Connection Point

- Aurora
- District
- Emergency Overflow

175

Future

R67W R66W R65W R64W

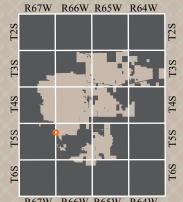


ECCV and Aurora Leased Infrastructure **Interconnect #11**



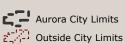
Aurora Water

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Legend

- Aurora Wastewater Pipes (District Flow)
- Aurora Wastewater Pipes
- District Wastewater Pipes
- District A Line District B Line
- District C Line
- MWRD Wastewater Pipes



District Boundary

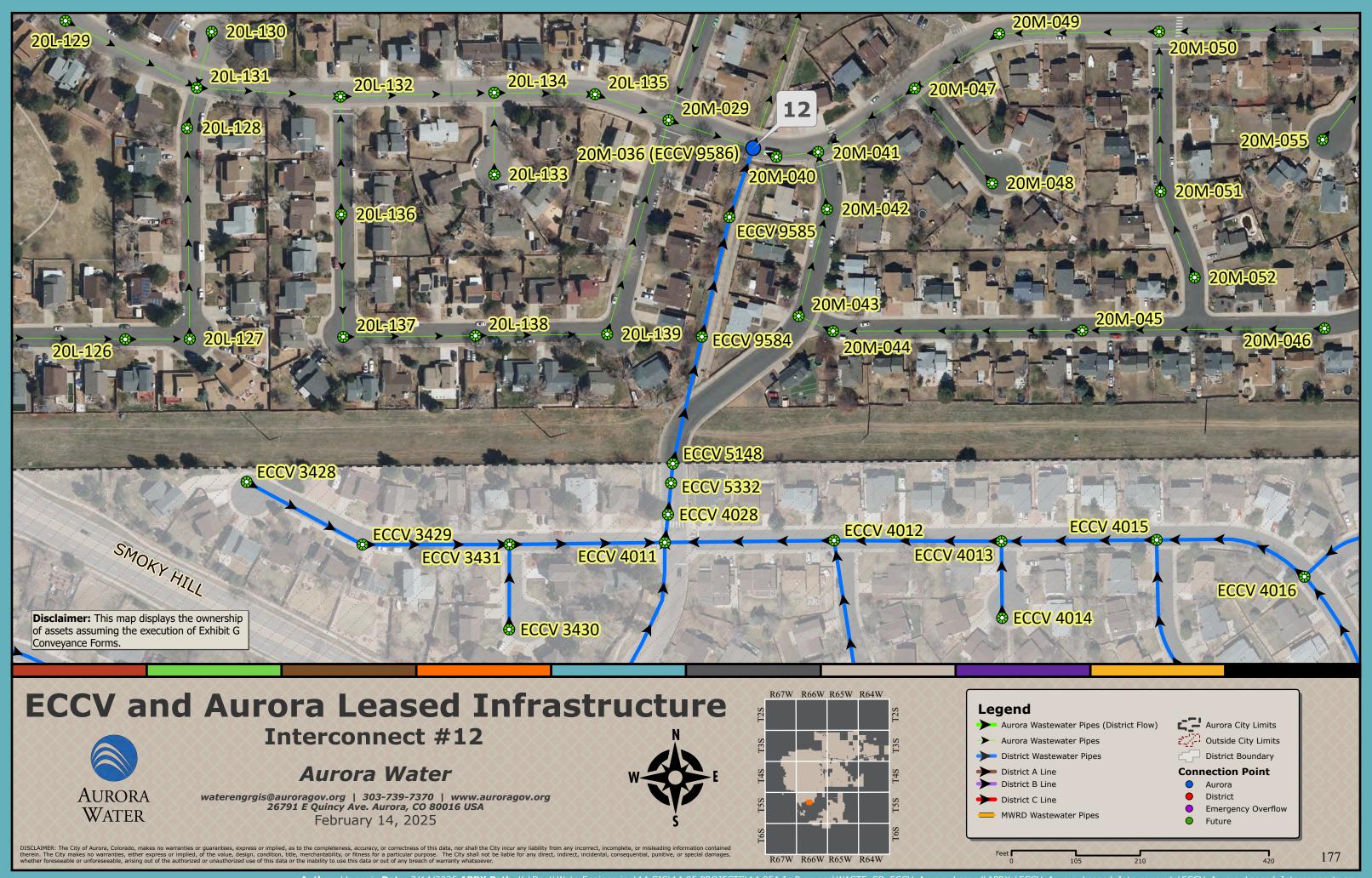
Connection Point

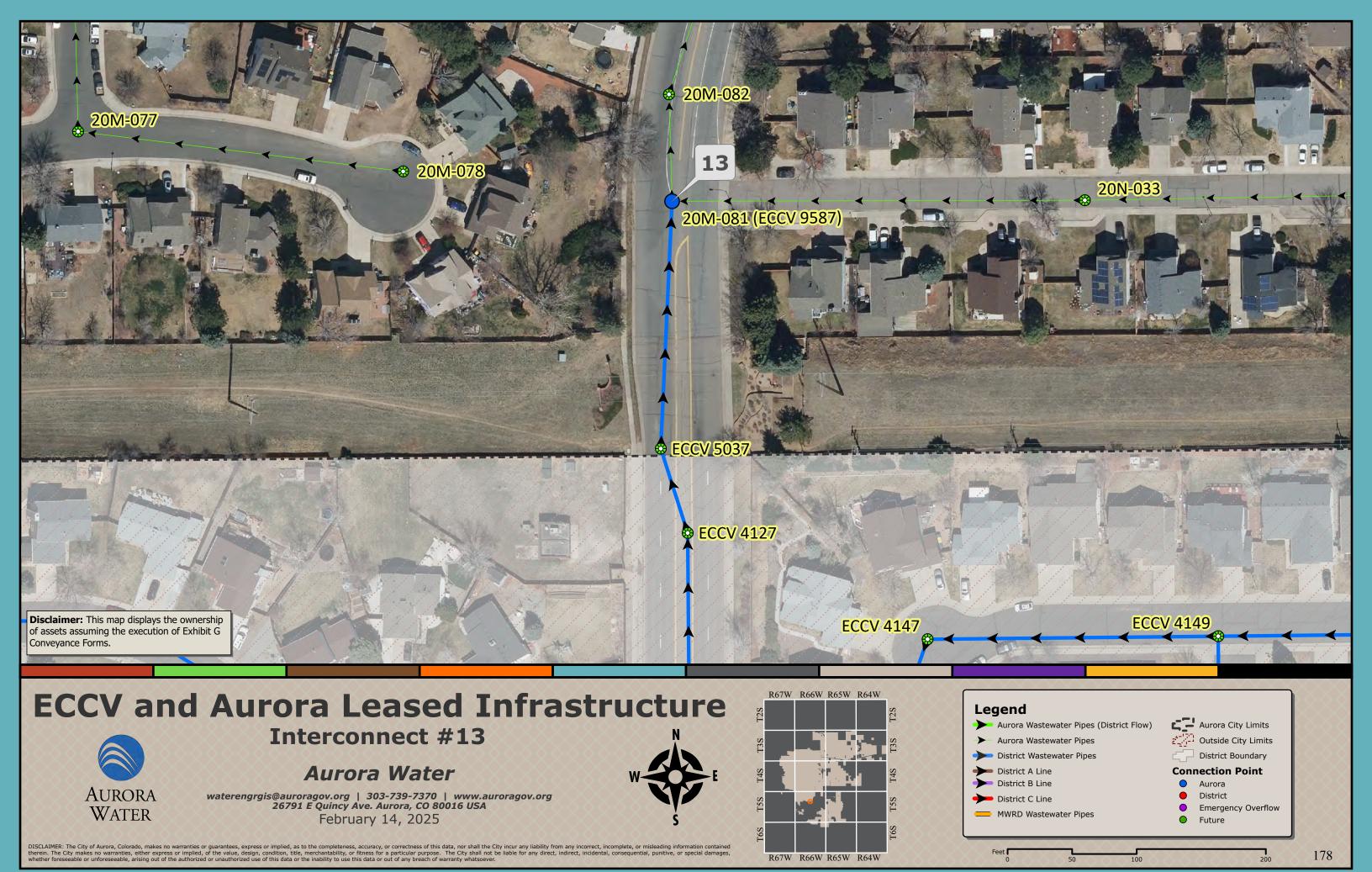
- Aurora
- District
- Emergency Overflow

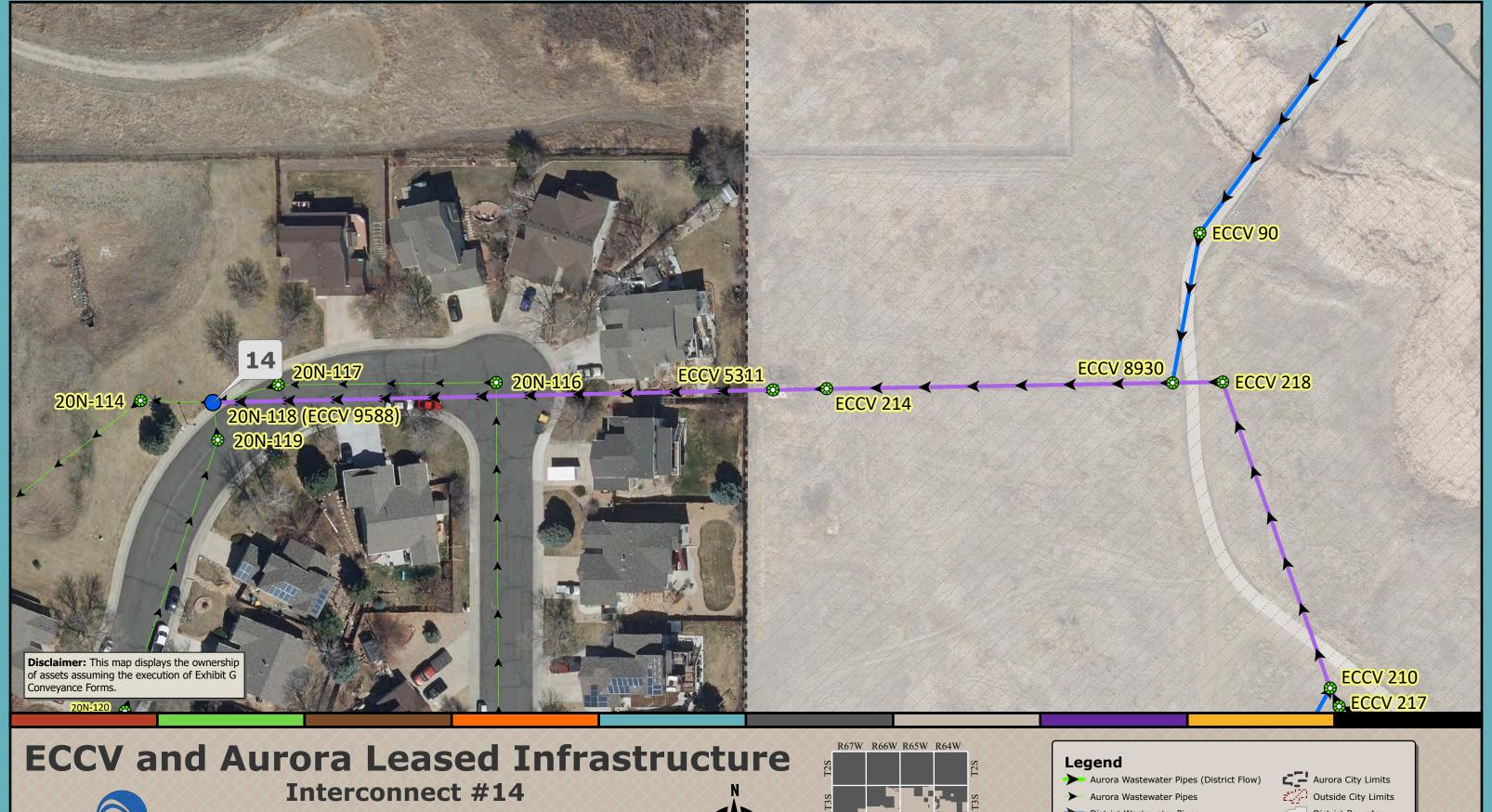
176

Future

R67W R66W R65W R64W





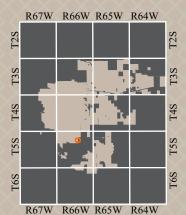




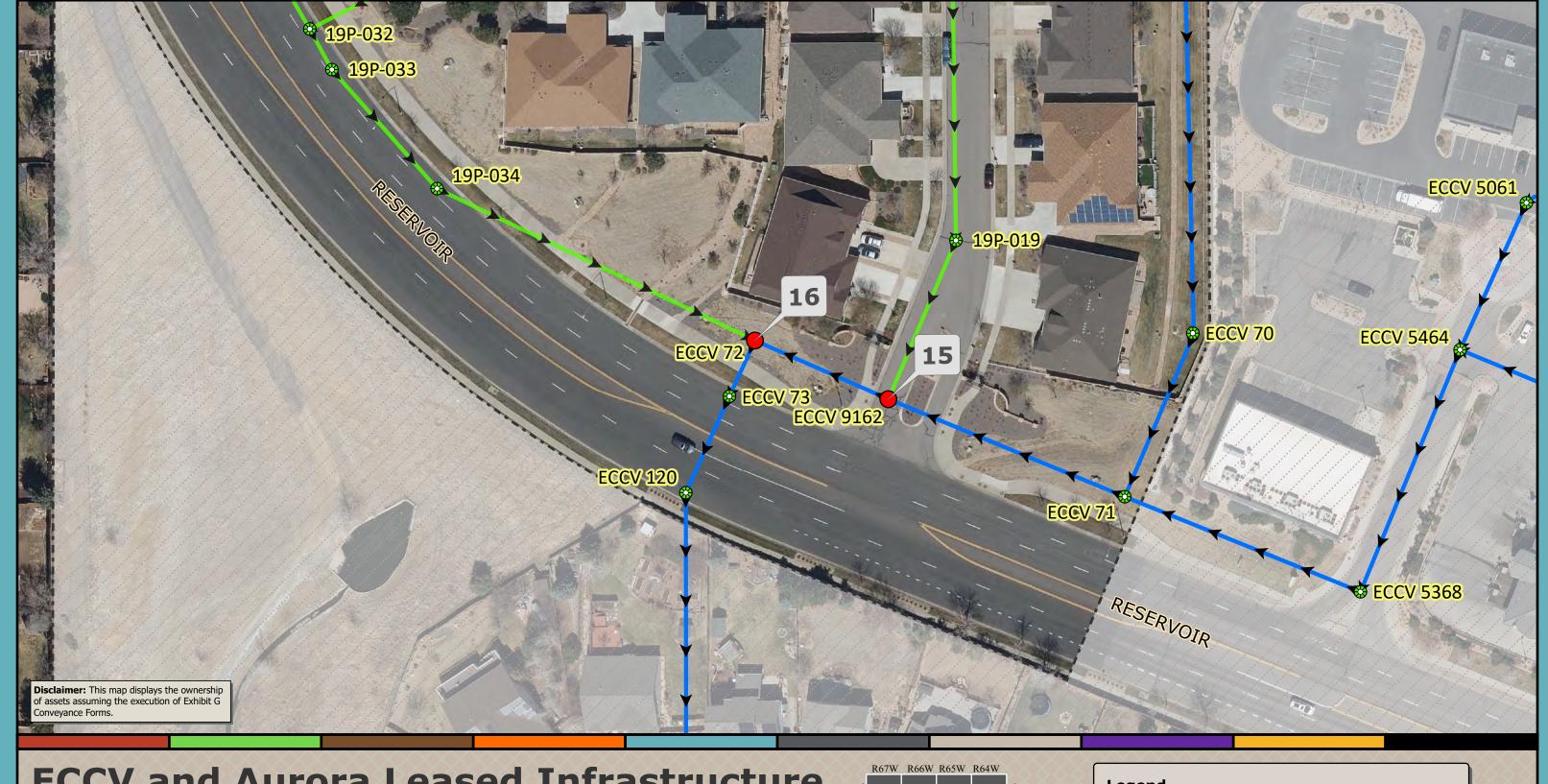
Aurora Water

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Legend Aurora Wastewater Pipes (District Flow) Aurora Wastewater Pipes District Wastewater Pipes District A Line District B Line District C Line MWRD Wastewater Pipes MWRD Wastewater Pipes Feet 0 40 80 Aurora City Limits Outside City Limits District Boundary Connection Point Aurora District Emergency Overflow Future



ECCV and Aurora Leased Infrastructure



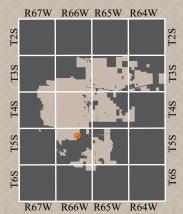
Aurora Water

Interconnects #15 & #16

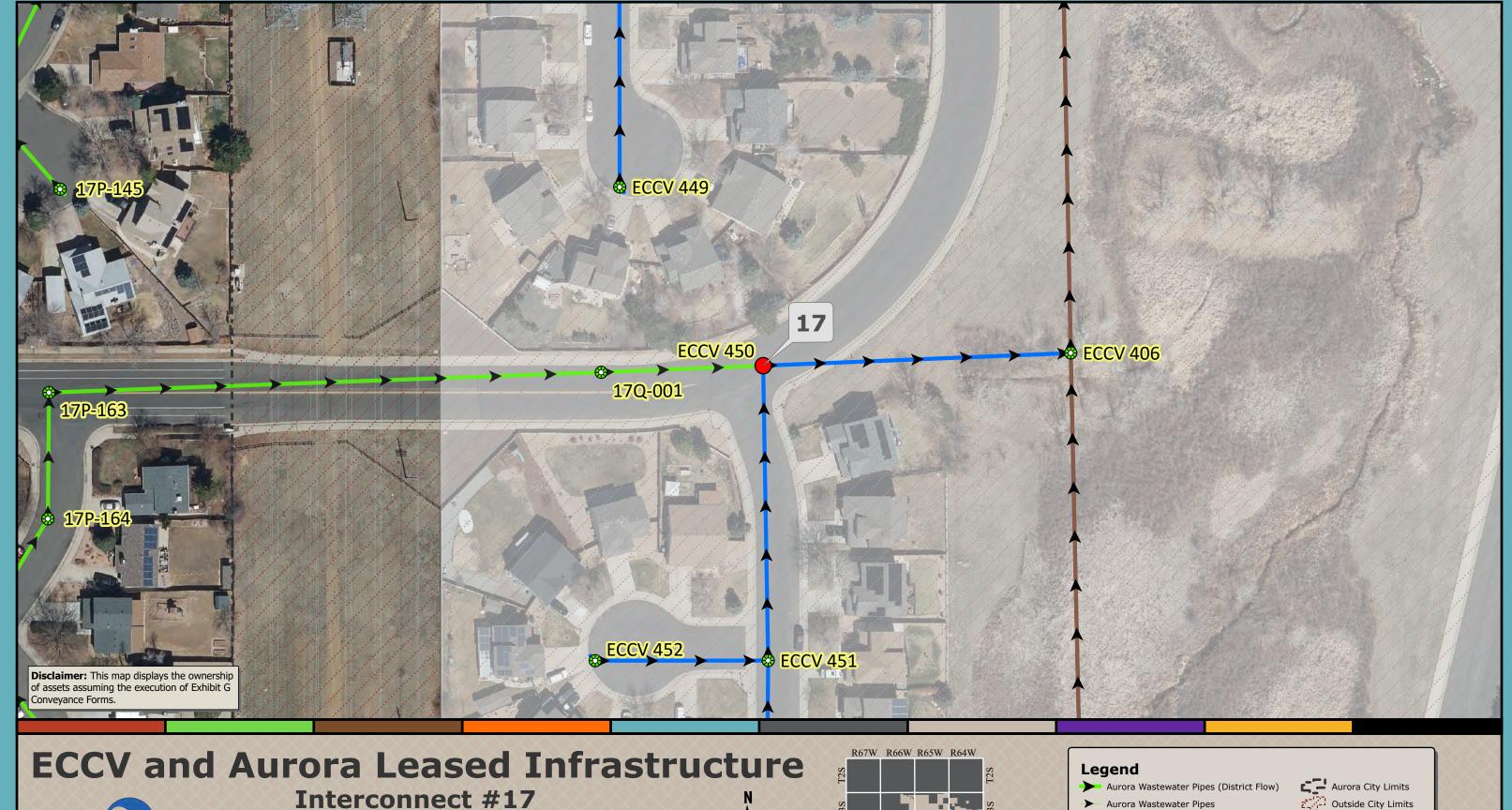
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February 14, 2025





Legend Aurora City Limits Aurora Wastewater Pipes (District Flow) Outside City Limits Aurora Wastewater Pipes District Boundary District Wastewater Pipes District A Line **Connection Point** District B Line Aurora District District C Line Emergency Overflow MWRD Wastewater Pipes

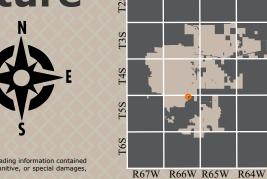




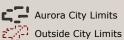
Aurora Water

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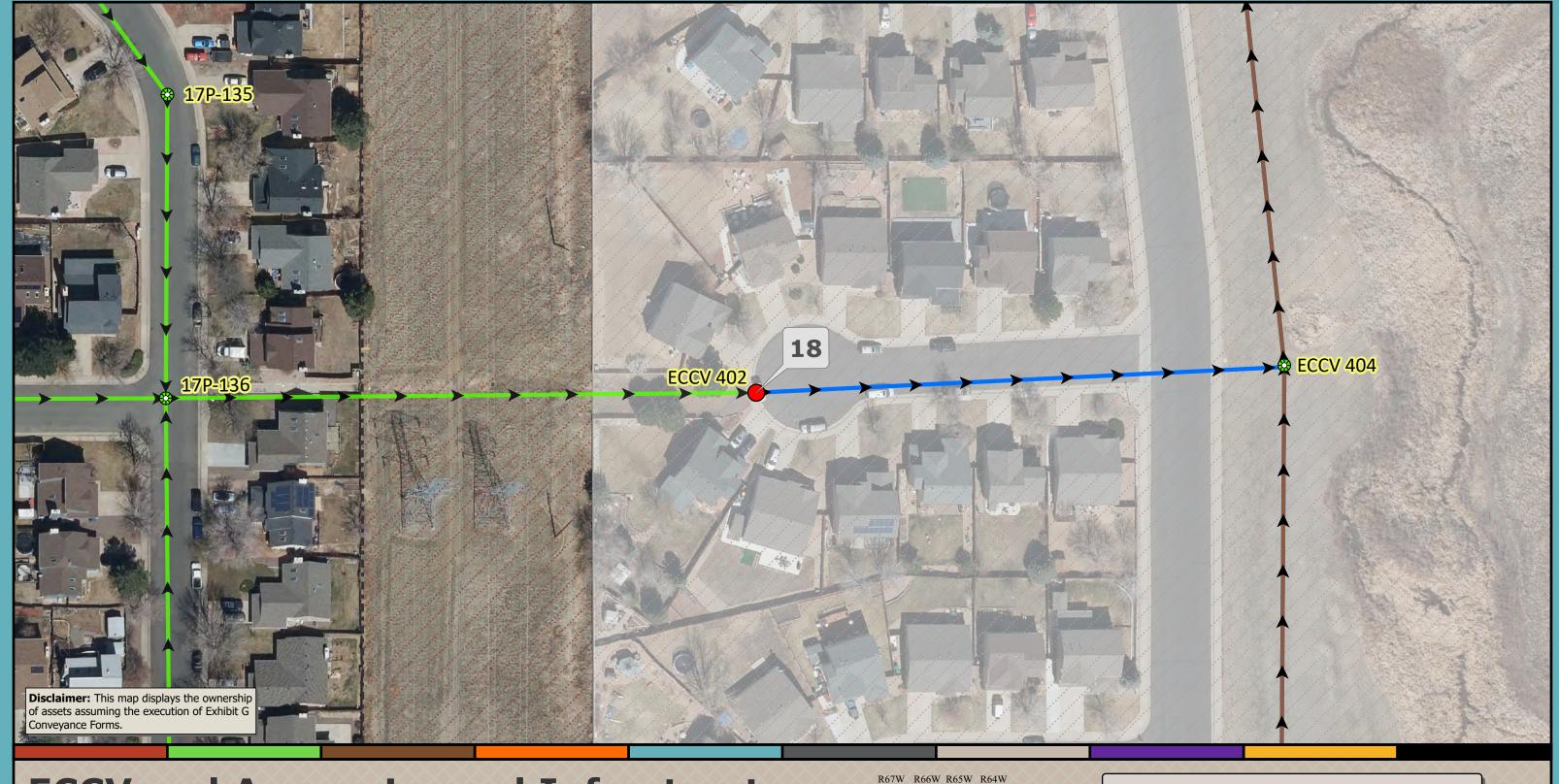
- → Aurora Wastewater Pipes
- District Wastewater Pipes
- District A Line
- District B Line
- District C Line
- MWRD Wastewater Pipes



District Boundary

Connection Point

- Aurora
- District
- Emergency Overflow



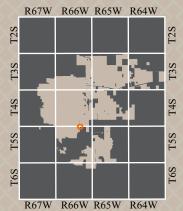
ECCV and Aurora Leased Infrastructure



Aurora Water

Interconnect #18

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Legend

- Aurora Wastewater Pipes (District Flow)
- Aurora Wastewater Pipes
- District Wastewater Pipes
- District A Line District B Line
- District C Line
- MWRD Wastewater Pipes



Aurora City Limits

Outside City Limits District Boundary

Connection Point

- Aurora
- District
- Emergency Overflow

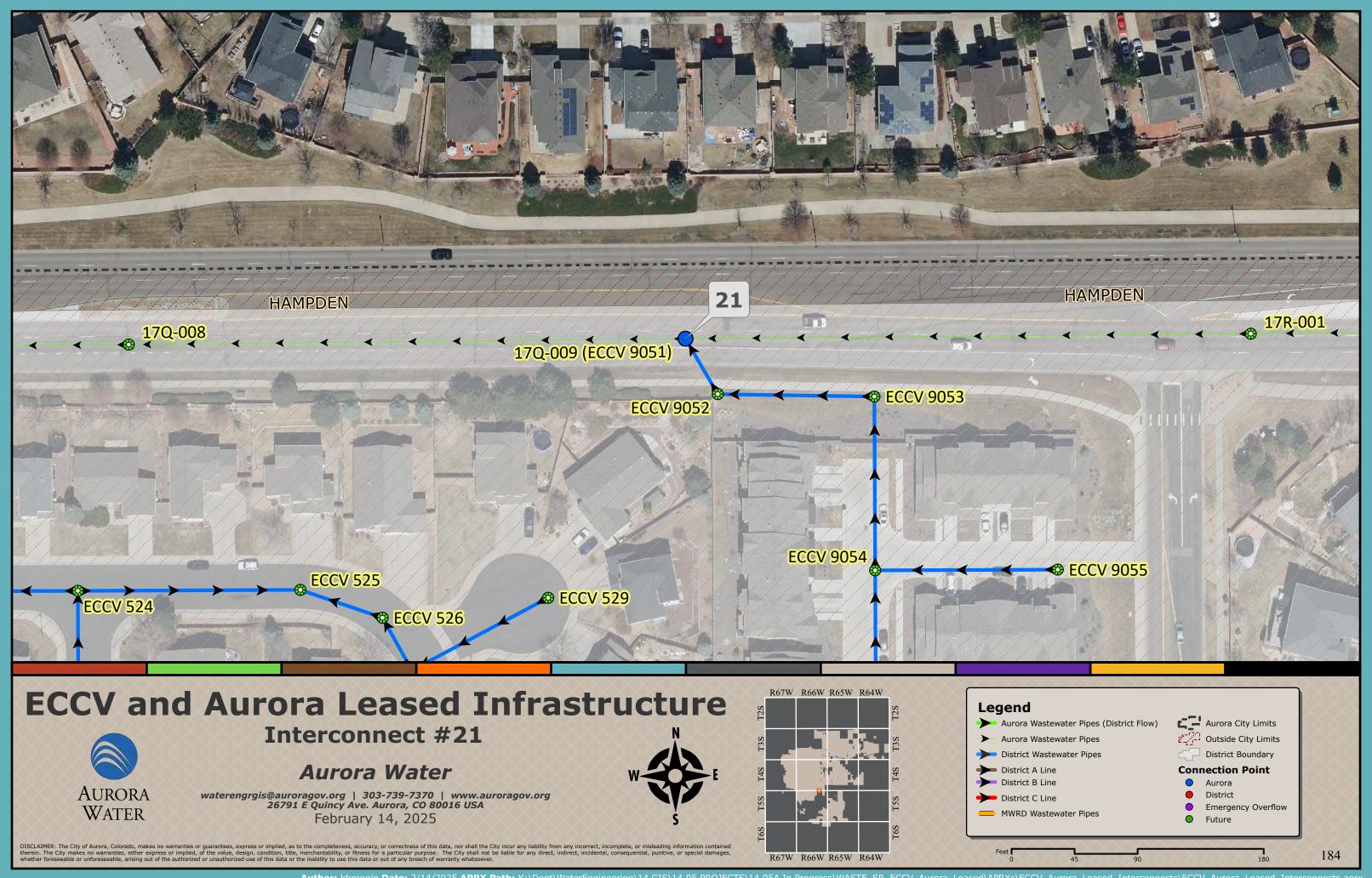
182

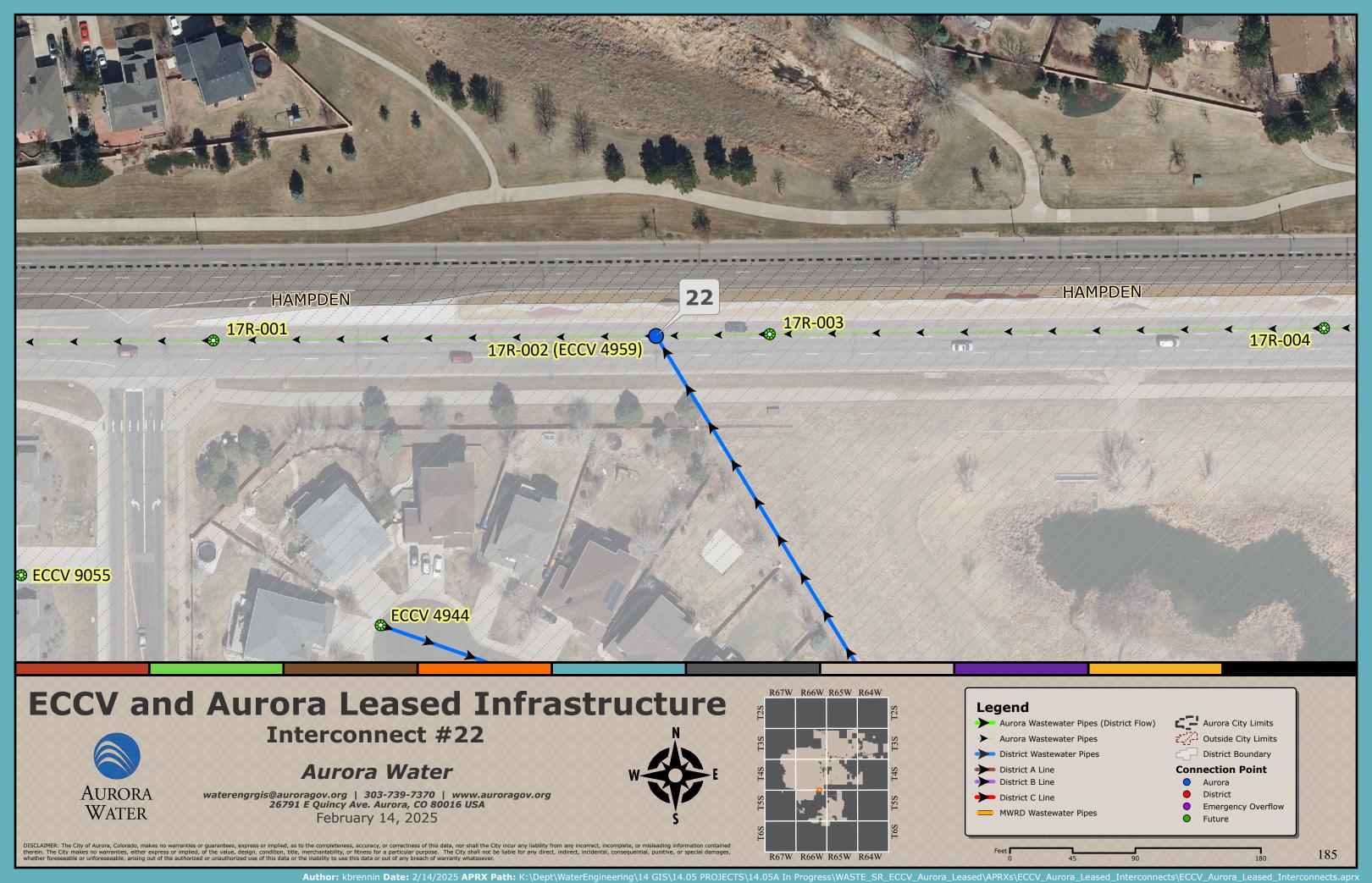
Future

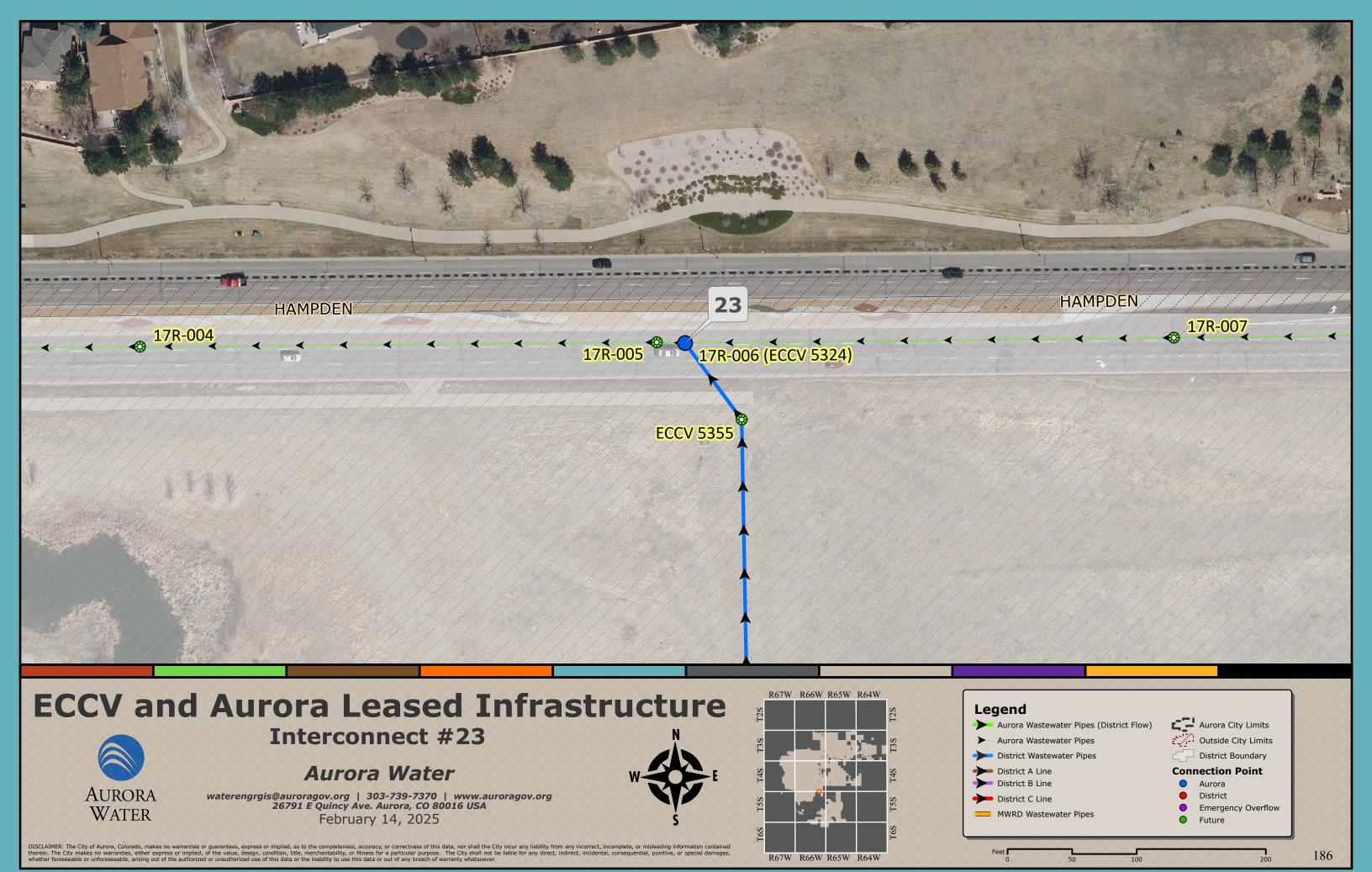


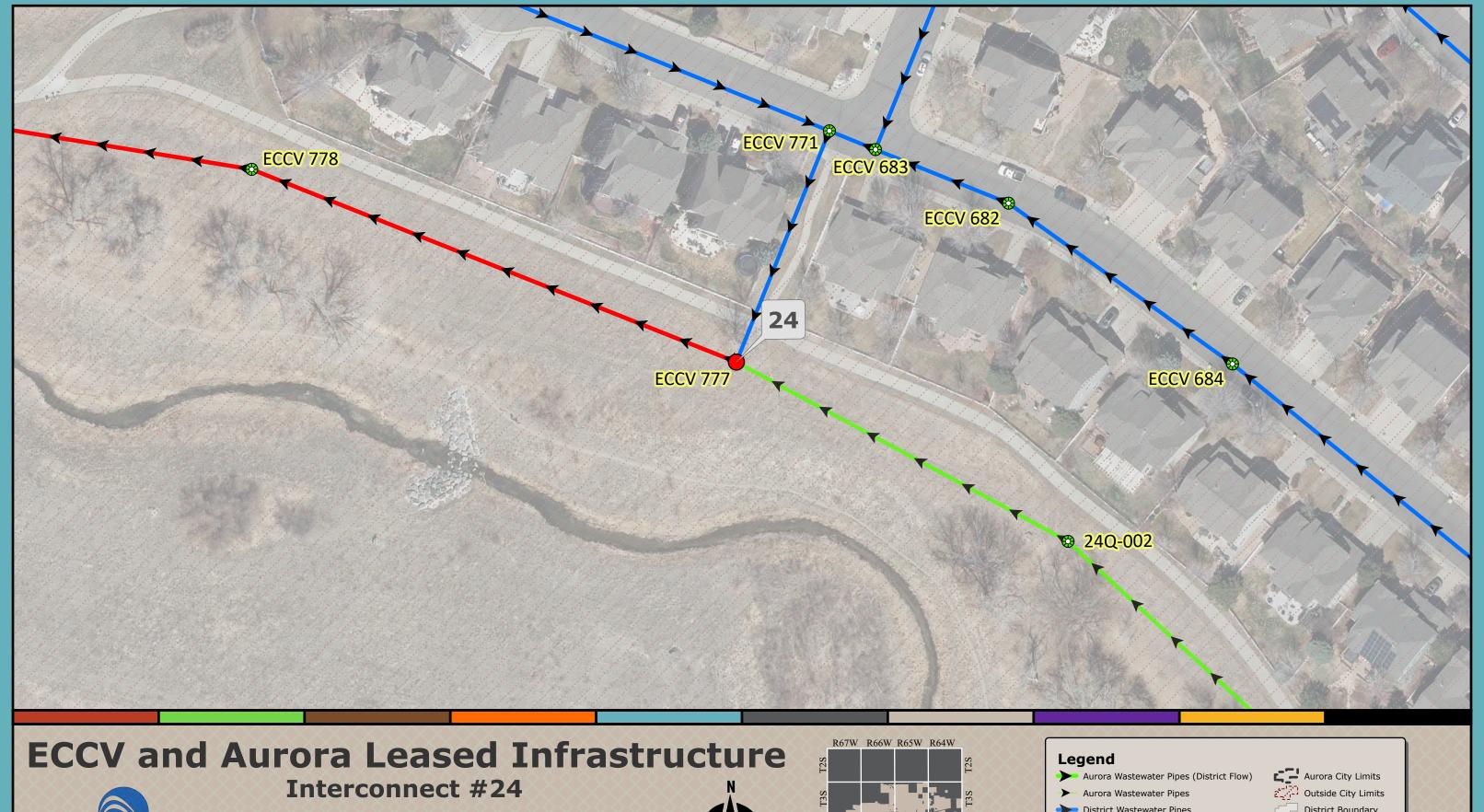
Author: kbrennin Date: 2/14/2025 APRX Path: K:\Dept\WaterEngineering\14 GIS\14.05 PROJECTS\14.05A In ess\WASTE_SR_ECCV_Aurora_Leased\APRXs\ECCV_Aurora_Leased_Interconnects\ECCV_Aurora_Leased_Interconnects.aprx

R67W R66W R65W R64W







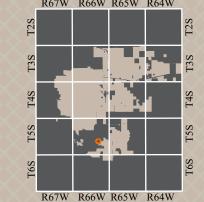


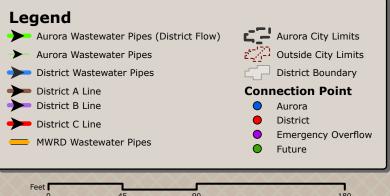


Aurora Water

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February 14, 2025



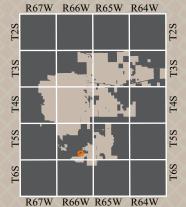






Aurora Water

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- Aurora Wastewater Pipes
- District Wastewater Pipes
- District A Line
- District B Line
- District C Line MWRD Wastewater Pipes
- Outside City Limits District Boundary

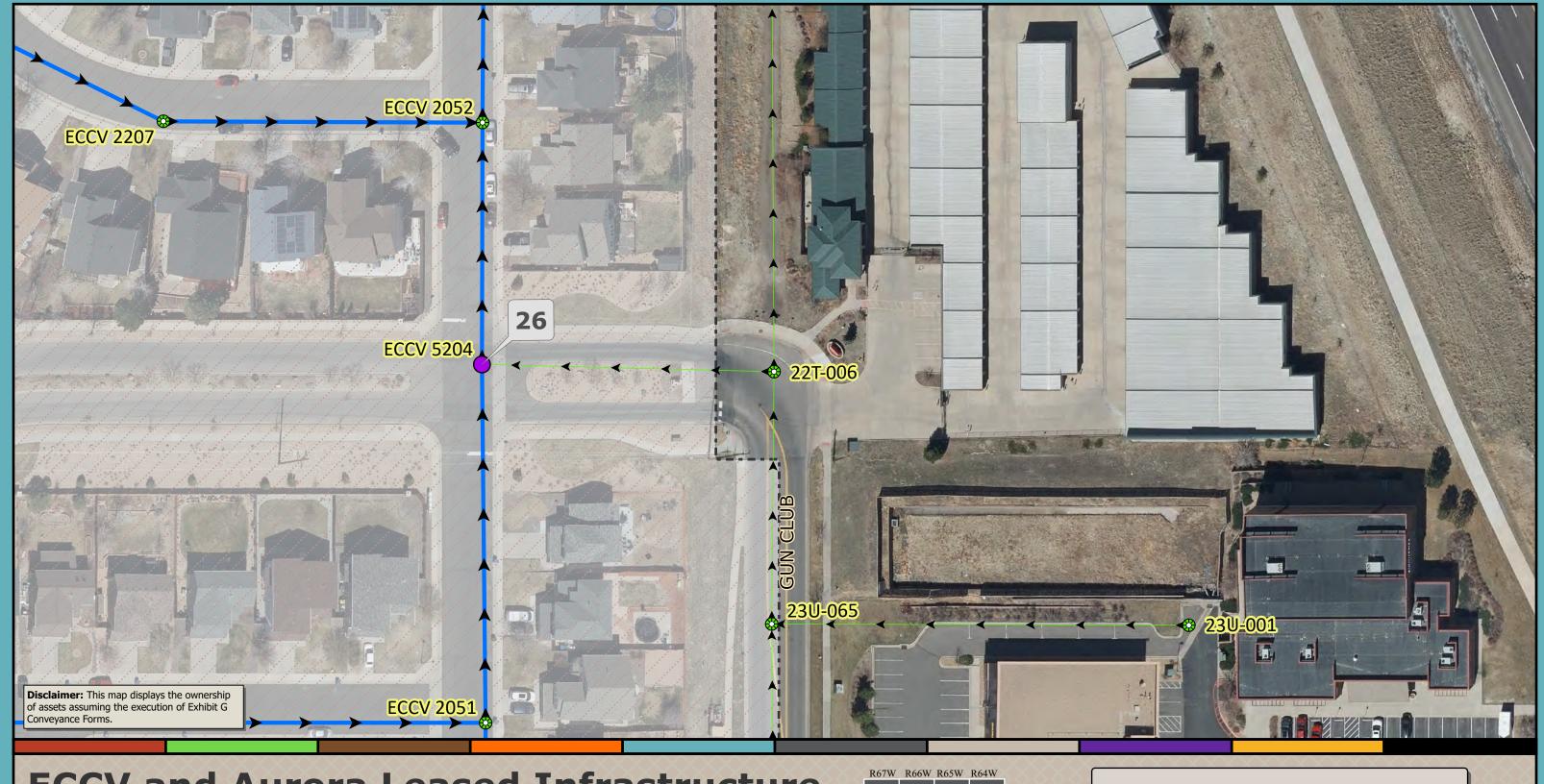
Connection Point

- Aurora
- District Emergency Overflow

188

Future

Author: kbrennin Date: 2/14/2025 APRX Path: K:\Dept\WaterEngineering\14 GIS\14.05 PROJECTS\14.05A In Progress\WASTE_SR_ECCV_Aurora_Leased\APRXs\ECCV_Aurora_Leased_Interconnects\ECCV_Aurora_Leased_Interconnects\approx



ECCV and Aurora Leased Infrastructure

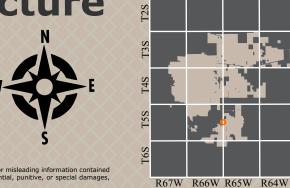


Aurora Water

Interconnect #26

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February 14, 2025



Legend

- Aurora Wastewater Pipes (District Flow)
- → Aurora Wastewater Pipes
- District Wastewater Pipes
- District A Line District B Line
- District C Line
- MWRD Wastewater Pipes

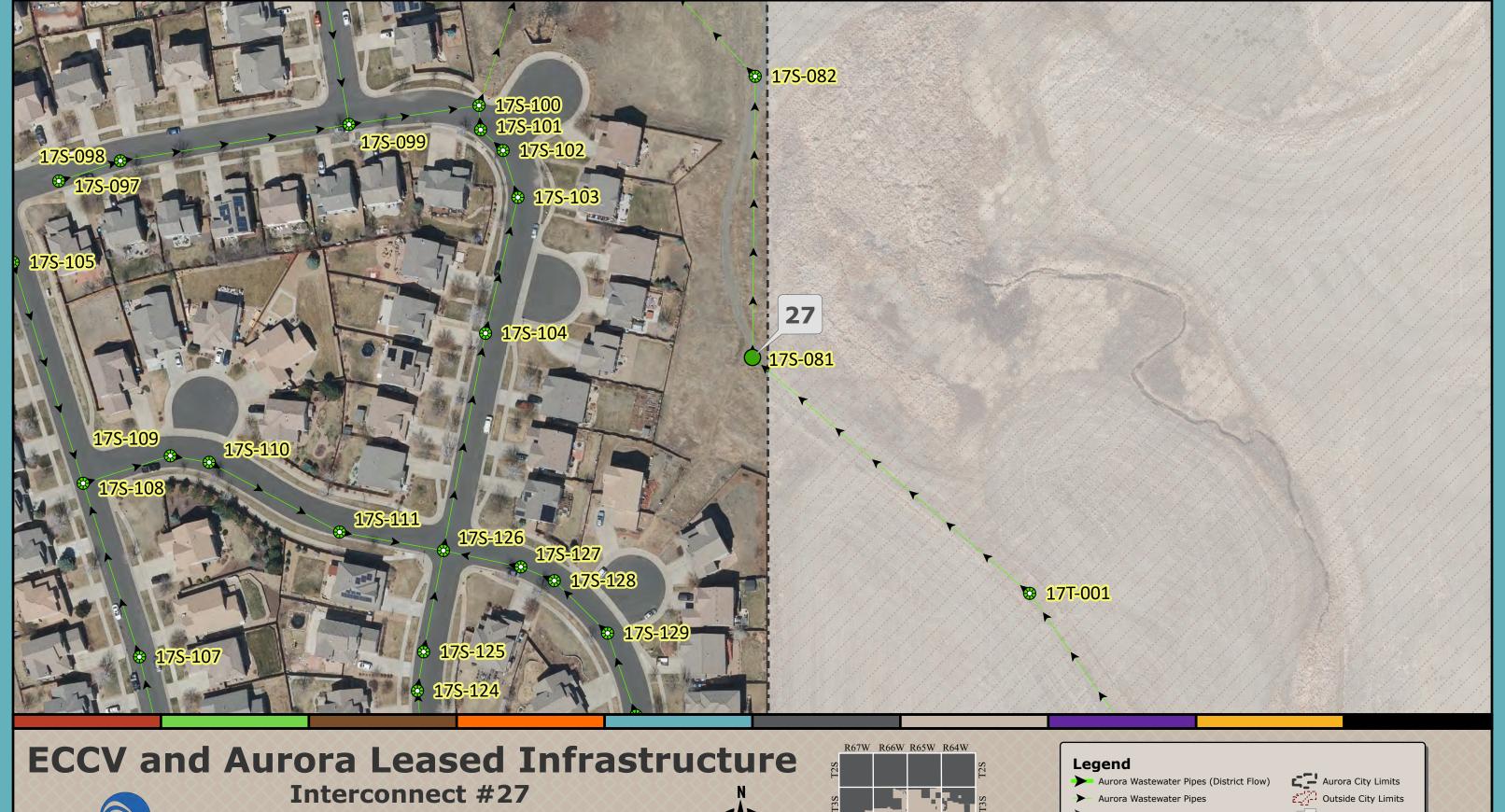


Aurora City Limits

Outside City Limits District Boundary

Connection Point

- Aurora
- District
- Emergency Overflow

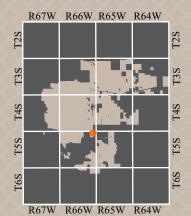




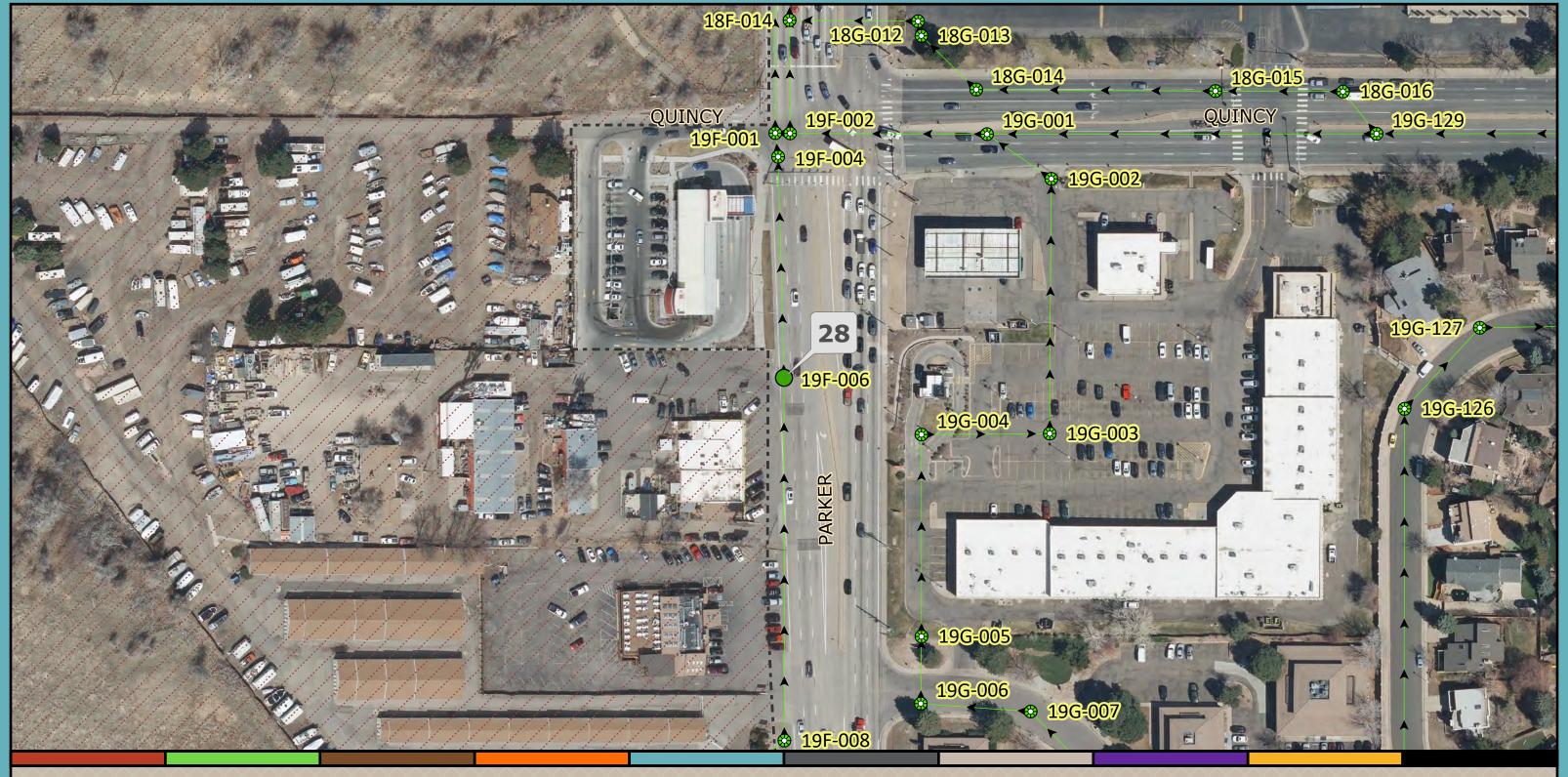
Aurora Water

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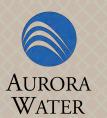
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Legend ➤ Aurora Wastewater Pipes (District Flow) ➤ Aurora Wastewater Pipes ➤ District Wastewater Pipes ➤ District A Line ➤ District B Line ➤ District C Line ➤ MWRD Wastewater Pipes ➤ District B Line ➤ District C Line ➤ District C Line ➤ District Pipes ➤ District B Line ➤ District C Line ➤ District C Line ➤ District Flow) ➤ Aurora City Limits ➤ Outside City Limits ➤ District Boundary ➤ Connection Point ○ Aurora ○ District ○ Emergency Overflow ► Future



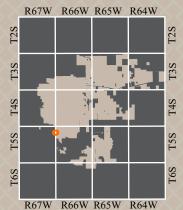
ECCV and Aurora Leased Infrastructure



Aurora Water

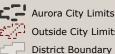
Interconnect #28

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Legend

- Aurora Wastewater Pipes (District Flow)
- Aurora Wastewater Pipes
- District Wastewater Pipes
- District A Line
- District B Line
- District C Line
- MWRD Wastewater Pipes



Aurora City Limits Outside City Limits

Connection Point



- Aurora
- District
- Emergency Overflow

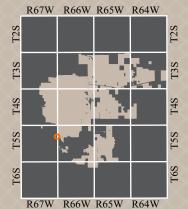


ECCV and Aurora Leased Infrastructure **Interconnect #29**



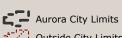
Aurora Water

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Legend

- Aurora Wastewater Pipes (District Flow)
- Aurora Wastewater Pipes
- District Wastewater Pipes
- District A Line
- District B Line
- District C Line
- MWRD Wastewater Pipes



- Outside City Limits
 - District Boundary
- **Connection Point** Aurora
- District
- Emergency Overflow

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Future

Exhibit F – Facilities Connection Points Maps – Change Ownership Facilities

Exhibit G- Conveyance Forms

LICENSE AGREEMENT

This L	ICENSE AGREEMENT (the "Agreement") is made and entered into this
day of	, 2025 (the "Effective Date") by and between East Cherry Creek Valley
Water and San	itation District, a Quasi-Municipal Corporation, (the "Licensor") whose address is
6201 S. Gun (Club Rd, Aurora, Colorado 80016, and City of Aurora a Colorado a Municipal
Corporation of	the Counties of Adams, Arapahoe and Douglas (the "Licensee"), whose address is
15151 East Ala	meda Parkway, Aurora, Colorado 80012.

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Licensor and the Licensee agree as follows:

- 1. Licensor is the Grantee of an Easement for Right of Way (Pipeline) between Licensor and the Department of the Army dated August 27, 1982 and recorded at Book 3697 and Page 762 in the Arapahoe Couty Clerk and Recorders Office for a sanitary sewer line. The Department of the Army consented to the granting of this License Agreement in writing on October 10, 2024.
- 2. Licensor hereby grants a revocable, non-exclusive license (the "License") to the Licensee, and its consultants, and contractors, subject to the provisions and conditions hereof, for ingress and egress in, to, over, through and across portions of the Licensor's easement property located in the County of Arapahoe, State of Colorado more particularly described and shown in Exhibit A, attached hereto and incorporated herein by this reference (the "Property") for the lawful, access, maintenance, operation, repair, replacement and use of the sewer infrastructure improvements, facilities and appurtenances (collectively, the "Improvements").
- 3. This License is subject to all other easements, rights-of-way and other property interests of record on the Property. The Licensor reserves the right to grant further interests in the Property so long as such interests and uses are not inconsistent with, or unreasonably interfere with, the use of the Property and benefits of this Agreement by the Licensee. The Licensor licenses the Property to the Licensees in its present condition, as is, without warranty or representation.
- **4.** The Licensee shall obtain all necessary licenses, permits, and approvals prior to performing any maintenance or repairs on the Improvements, and shall comply with all laws, ordinances, codes, rules and regulations, and orders of appropriate governmental authorities affecting the safety, cleanliness, occupancy, and preservation of the Property during the term of this Agreement.
- 5. The Licensee, at its sole cost and expense, shall restore the surface, if applicable resulting from work by Licensee on the Property, to the extent reasonably practicable, and repair all damage to other installations of the Licensor or third parties within or under the Property that are disturbed, disrupted or damaged by Licensee or its employees or third parties authorized by Licensee.
 - **6.** This Agreement shall be governed by and construed in accordance with the laws of

the State of Colorado, and venue for any dispute hereunder shall lie in the Arapahoe County District Court.

7. This Agreement may not be assigned by the Licensee without the prior written consent of the Licensor, which consent shall not be unreasonably withheld if the assignee is capable of performing the duties and responsibilities of the assigning party. This Agreement is to be interpreted consistently with the Master Sewer Agreement between the parties dated which when read together sets forth the rights, duties, and obligations of each to the other. This Agreement may not be amended, altered, or otherwise changed except by a written agreement signed by the parties. This Agreement may be executed in one or more counterparts, each of which, when executed shall constitute but one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective on the date first above written. 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.

LICENCOD.

	By:
	Its:
ATTEST:	
	ACCEPTED BY LICENSEE:
	City of Aurora
	By:
	Its:

EXHIBIT A

Description of the Property

The following segments of sewer line and related infrastructure connect to Licensor's C Line Sewer Infrastructure located within an Easement for Right of Way (Pipeline) granted from the Department of the Army dated August 27, 1982:

- a. Interconnect Point 6 (22H-001 to ECCV 5099 (formerly known as ECCV-90)) including 35' of 10" diameter pipe
- b Interconnect Point 7 (21G-007 to ECCV 5055 (formerly known as ECCV-86)) including 25' of 10" diameter pipe
- c. Interconnect Point 8 (Short pipeline section from Aurora service area boundary to ECCV 5422 (formerly known as ECCV-79)) including 15' of 8" diameter pipe
- d. Interconnect Point 9 (Short pipeline section from Aurora service area boundary to 20F-001, MH 20F-001, and pipeline between 20F-001 to ECCV 5381 (formerly known as ECCV 72)) including 366' of 8" diameter pipe

LICENSE AGREEMENT

This **LICENSE AGREEMENT** (the "Agreement") is made and entered into this _____ day of ______, 2025 (the "Effective Date") by and between, the City of Aurora a Colorado a Municipal Corporation of the Counties of Adams, Arapahoe and Douglas (the "Licensor"), whose address is 15151 East Alameda Parkway, Aurora, Colorado 80012 and East Cherry Creek Valley Water and Sanitation District, a Quasi-Municipal Corporation, (the "Licensee") whose address is 6201 S. Gun Club Rd, Aurora, Colorado 80016.

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Licensor and the Licensee agree as follows:

- 1. Licensor is the Grantee of Easements created by plats dated January 5, 2020 within the City of Aurora. which are used in part for a sanitary sewer lines.
- 2. Licensor hereby grants a revocable, non-exclusive license (the "License") to the Licensee, and its consultants, and contractors, subject to the provisions and conditions hereof, for ingress and egress in, to, over, through and across portions of the Licensor's easement property located in the County of Arapahoe, State of Colorado more particularly described and shown in Exhibit A, attached hereto and incorporated herein by this reference (the "Property") for the lawful, access, maintenance, operation, repair, replacement and use of the sewer infrastructure improvements, facilities and appurtenances (collectively, the "Improvements").
- 3. This License is subject to all other easements, rights-of-way and other property interests of record on the Property. The Licensor reserves the right to grant further interests in the Property so long as such interests and uses are not inconsistent with, or unreasonably interfere with, the use of the Property and benefits of this Agreement by the Licensee. The Licensor licenses the Property to the Licensees in its present condition, as is, without warranty or representation.
- **4.** The Licensee shall obtain all necessary licenses, permits, and approvals prior to performing any maintenance or repairs on the Improvements, and shall comply with all laws, ordinances, codes, rules and regulations, and orders of appropriate governmental authorities affecting the safety, cleanliness, occupancy, and preservation of the Property during the term of this Agreement.
- 5. The Licensee, at its sole cost and expense, shall restore the surface, if applicable resulting from work by Licensee on the Property, to the extent reasonably practicable, and repair all damage to other installations of the Licensor or third parties within or under the Property that are disturbed, disrupted or damaged by Licensee or its employees or third parties authorized by Licensee.
- 6. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and venue for any dispute hereunder shall lie in the Arapahoe County District Court.

consent of the Licensor, which consent scapable of performing the duties and response interpreted consistently with the Master which when read together sets forth the right Agreement may not be amended, altered, or	be assigned by the Licensee without the prior written shall not be unreasonably withheld if the assignee is insibilities of the assigning party. This Agreement is to Sewer Agreement between the parties dated ghts, duties, and obligations of each to the other. This otherwise changed except by a written agreement signed cuted in one or more counterparts, each of which, when ame document.
the date first above written. By the signature	arties hereto have executed this Agreement effective on are of its representative below, each party affirms that it said representative to execute this Agreement.
LIC	ENSOR:
	Cherry Creek Valley Water and Sanitation District
	By:
	Its:
ATTEST:	
	ACCEPTED BY LICENSEE:
	City of Aurora
	By:
	Its:
ATTEST:	

EXHIBIT A

Description of the Property

The following segment of sewer line and related infrastructure connecting Licensor's Sewer Infrastructure located within plats dated January 5, 2020 in the City of Aurora:

- a. Interconnect Point 12 (ECCV 5148 to 20M-036 (ECCV 9586)).
- b. Interconnect Point 13 (ECCV 5037 to 20M-081(ECCV 9587)).
- c. Interconnect Point 14 (ECCV 5311 to 20N-118(ECCV 9588)).

LICENSE AGREEMENT

This L	ICENSE AGREEMENT (the "Agreement") is made and entered into this
day of	, 2025 (the "Effective Date") by and between East Cherry Creek Valley
Water and San	nitation District, a Quasi-Municipal Corporation, (the "Licensor") whose address is
6201 S. Gun	Club Rd, Aurora, Colorado 80016, and City of Aurora a Colorado a Municipal
Corporation of	f the Counties of Adams, Arapahoe and Douglas (the "Licensee"), whose address is
15151 East Ala	ameda Parkway, Aurora, Colorado 80012.

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Licensor and the Licensee agree as follows:

- 1. Licensor is the Grantee of an Easement Deed between East Metro Community Church and the East Cherry Creek Valley Water and Sanitation District, dated March 23, 1998 and a License Agreement between the City of Aurora and East Cherry Creek Valley Water and Sanitation District, dated August 5, 1986. which are used in part for a sanitary sewer line.
- 2. Licensor hereby grants a revocable, non-exclusive license (the "License") to the Licensee, and its consultants, and contractors, subject to the provisions and conditions hereof, for ingress and egress in, to, over, through and across portions of the Licensor's easement property located in the County of Arapahoe, State of Colorado more particularly described and shown in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property") for the lawful, access, maintenance, operation, repair, replacement and use of the sewer infrastructure improvements, facilities and appurtenances (collectively, the "Improvements").
- 3. This License is subject to all other easements, rights-of-way and other property interests of record on the Property. The Licensor reserves the right to grant further interests in the Property so long as such interests and uses are not inconsistent with, or unreasonably interfere with, the use of the Property and benefits of this Agreement by the Licensee. The Licensor licenses the Property to the Licensees in its present condition, as is, without warranty or representation.
- **4.** The Licensee shall obtain all necessary licenses, permits, and approvals prior to performing any maintenance or repairs on the Improvements, and shall comply with all laws, ordinances, codes, rules and regulations, and orders of appropriate governmental authorities affecting the safety, cleanliness, occupancy, and preservation of the Property during the term of this Agreement.
- 5. The Licensee, at its sole cost and expense, shall restore the surface, if applicable resulting from work by Licensee on the Property, to the extent reasonably practicable, and repair all damage to other installations of the Licensor or third parties within or under the Property that are disturbed, disrupted or damaged by Licensee or its employees or third parties authorized by Licensee.
- **6.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and venue for any dispute hereunder shall lie in the Arapahoe County

District Court.

7. This Agreement may not be assigned by the Licensee without the prior written consent of the Licensor, which consent shall not be unreasonably withheld if the assignee is capable of performing the duties and responsibilities of the assigning party. This Agreement is to be interpreted consistently with the Master Sewer Agreement between the parties dated which when read together sets forth the rights, duties, and obligations of each to the other. This Agreement may not be amended, altered, or otherwise changed except by a written agreement signed by the parties. This Agreement may be executed in one or more counterparts, each of which, when executed shall constitute but one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective on the date first above written. 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.

	LICENSOR: East Cherry Creek Valley Water and Sanitation District
ATTEST:	By: Its:
	ACCEPTED BY LICENSEE: City of Aurora
	By: Its:
ATTEST:	

EXHIBIT A

Description of the Property

The following segment of sewer line and related infrastructure connecting Licensor's Sewer Infrastructure located within an Easement Deed between East Metro Community Church and the East Cherry Creek Valley Water and Sanitation District, dated March 23, 1998 and a License Agreement between the City of Aurora and East Cherry Creek Valley Water and Sanitation District, dated August 5, 1986. :

<u>Interconnect Points 15 and 16</u> (ECCV 9162 to ECCV 72). Which includes infrastructure for manholes and sewer main between them.

LICENSE AGREEMENT

This **LICENSE AGREEMENT** (the "Agreement") is made and entered into this _____ day of ______, 2025 (the "Effective Date") by and between, the City of Aurora a Colorado a Municipal Corporation of the Counties of Adams, Arapahoe and Douglas (the "Licensor"), whose address is 15151 East Alameda Parkway, Aurora, Colorado 80012 and East Cherry Creek Valley Water and Sanitation District, a Quasi-Municipal Corporation, (the "Licensee") whose address is 6201 S. Gun Club Rd, Aurora, Colorado 80016.

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Licensor and the Licensee agree as follows:

- 1. Licensor is the Grantee of an Easement granted to the Licensee from Alpert Corp dated July 16, 1982 within the City of Aurora. which are used in part for a sanitary sewer lines.
- 2. Licensor hereby grants a revocable, non-exclusive license (the "License") to the Licensee, and its consultants, and contractors, subject to the provisions and conditions hereof, for ingress and egress in, to, over, through and across portions of the Licensor's easement property located in the County of Arapahoe, State of Colorado more particularly described and shown in Exhibit A, attached hereto and incorporated herein by this reference (the "Property") for the lawful, access, maintenance, operation, repair, replacement and use of the sewer infrastructure improvements, facilities and appurtenances (collectively, the "Improvements").
- 3. This License is subject to all other easements, rights-of-way and other property interests of record on the Property. The Licensor reserves the right to grant further interests in the Property so long as such interests and uses are not inconsistent with, or unreasonably interfere with, the use of the Property and benefits of this Agreement by the Licensee. The Licensor licenses the Property to the Licensees in its present condition, as is, without warranty or representation.
- **4.** The Licensee shall obtain all necessary licenses, permits, and approvals prior to performing any maintenance or repairs on the Improvements, and shall comply with all laws, ordinances, codes, rules and regulations, and orders of appropriate governmental authorities affecting the safety, cleanliness, occupancy, and preservation of the Property during the term of this Agreement.
- 5. The Licensee, at its sole cost and expense, shall restore the surface, if applicable resulting from work by Licensee on the Property, to the extent reasonably practicable, and repair all damage to other installations of the Licensor or third parties within or under the Property that are disturbed, disrupted or damaged by Licensee or its employees or third parties authorized by Licensee.
- 6. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and venue for any dispute hereunder shall lie in the Arapahoe County District Court.

consent of the Licensor, which consent stream capable of performing the duties and response interpreted consistently with the Master Stream which when read together sets forth the rig Agreement may not be amended, altered, or	hts, duties, and obligations of each to the other. This otherwise changed except by a written agreement signed outed in one or more counterparts, each of which, when
the date first above written. By the signature	rties hereto have executed this Agreement effective on re of its representative below, each party affirms that it raid representative to execute this Agreement.
LICE	NSOR:
East C	Cherry Creek Valley Water and Sanitation District
	Pv.
	By: Its:
ATTEST:	
	ACCEPTED BY LICENSEE:
	City of Aurora
	By:
	Its:
ATTEST:	
ATILOT.	

EXHIBIT A

Description of the Property

The following segment of sewer line and related infrastructure connecting Licensor's Sewer Infrastructure located within an Easement granted to the Licensee from Alpert Corp dated July 16, 1982 within the City of Aurora, including::

- a. Interconnects 17 (City of Aurora boundary to ECCV 450), and
- b. Interconnect 18 (City of Aurora boundary to ECCV 402).

BILL OF SALE DISTRICT AS SELLER

The East Cherry Creek Valley Water and Sanitation District, a Quasi-Municipal Corporation, ("Seller") whose address is 6201 S. Gun Club Rd, Aurora, Colorado 80016 and the City of Aurora a Colorado a Municipal Corporation of the Counties of Adams, Arapahoe and Douglas (the "Purchaser"), whose address is 15151 East Alameda Parkway, Aurora, Colorado 80012, for and in consideration of \$10.00, to it in hand paid at or before the ensealing or delivery of these presents by and, the receipt and sufficiency of which are hereby acknowledged, has bargained and sold, and by these presents does grant and convey unto Purchaser, and Purchaser's successors and assigns, the following sewer line infrastructure located within Cherry Creek State Park within an easement granted from the Department of the Army to the Seller and recorded at Reception No. 2203709 in the recording office of the Arapahoe County Clerk and Recorder, as such infrastructure is further described below (the "Property"):

The Property shall include the sewer infrastructure improvements beginning at Interconnect Points 6 (22H-001 to ECCV 5099 (formerly known as ECCV-90)) including 35' of 10" diameter pipe, 7 (21G-007 to ECCV 5055 (formerly known as ECCV-86)) including 25' of 10" diameter pipe, 8 (Short pipeline section from Aurora service area boundary to ECCV 5422 (formerly known as ECCV-79)) including 15' of 8" diameter pipe, and 9 (Short pipeline section from Aurora service area boundary to 20F-001, and pipeline between 20F-001 and ECCV 5381 (formerly known as ECCV 72)) including 366' of 8" diameter pipe.

SELLER hereby assigns to Purchaser all manufacturer's warranties received by Seller on such items, if any.

TO HAVE AND TO HOLD the same unto the Purchaser and any successors. Seller covenants and agrees to and with Purchaser and Purchaser's successors to WARRANT AND DEFEND the sale of said personal property against all and every person or persons whomever.

	IN WITNESS WHEREOF, Seller has	executed this Bill of Sale this day of
2025.		
		Signature
		Seller, East Cherry Creek Water and Sanitation
		District
		District
		Title

BILL OF SALE CITY AS SELLER

Arapahoe and Douglas, whose address is 1513	a Municipal Corporation of the Counties of Adams 51 East Alameda Parkway, Aurora, Colorado 80012
Corporation, whose address is 6201 S. Gun C for and in consideration of \$10.00, to it in hand pa by and, the receipt and sufficiency of which are he presents does grant and convey unto Purchaser, and line infrastructure located within easements grant	Water and Sanitation District, a Quasi-Municipal Club Rd, Aurora, Colorado 80016 the ("Purchaser") aid at or before the ensealing or delivery of these presents creby acknowledged, has bargained and sold, and by these d Purchaser's successors and assigns, the following sewer ted by plats dated January 5, 2020 in Appendix A of the shereto dated, as such infrastructure is
- ·	ure improvements beginning at Interconnect Point 12 erconnect Point 13 (ECCV 5037 to 20M-081(ECCV 11 to 20N-118(ECCV 9588)).
SELLER hereby assigns to Purchaser al items, if any.	ll manufacturer's warranties received by Seller on such
	o the Purchaser and any successors. Seller covenants and coessors to WARRANT AND DEFEND the sale of said persons whomever.
IN WITNESS WHEREOF, Seller has exc 2025.	ecuted this Bill of Sale this day of
	Signature
	Seller, East Cherry Creek Water and Sanitation District
	Title

BILL OF SALE CITY AS SELLER

The City of Aurora a Colorado a Municipal Corporation of the Counties of Adams, Arapahoe and Douglas, whose address is 15151 East Alameda Parkway, Aurora, Colorado 80012, ("Seller") and the East Cherry Creek Valley Water and Sanitation District, a Quasi-Municipal Corporation, whose address is 6201 S. Gun Club Rd, Aurora, Colorado 80016 the ("Purchaser"), for and in consideration of \$10.00, to it in hand paid at or before the ensealing or delivery of these presents by and, the receipt and sufficiency of which are hereby acknowledged, has bargained and sold, and by these presents does grant and convey unto Purchaser, and Purchaser's successors and assigns, the following sewer line infrastructure located within Easements granted to the Purchaser from Alpert Corp dated July 16, 1982, as such infrastructure is further described below (the "Property"):

The Property shall include the sewer infrastructure improvements beginning at Interconnect Point 17 (City of Aurora boundary to ECCV 450) and interconnect Point 18 (City of Aurora boundary to ECCV 402).

SELLER hereby assigns to Purchaser all manufacturer's warranties received by Seller on such items, if any.

TO HAVE AND TO HOLD the same unto the Purchaser and any successors. Seller covenants and agrees to and with Purchaser and Purchaser's successors to WARRANT AND DEFEND the sale of said personal property against all and every person or persons whomever.

	IN WITNESS WHEREOF, Seller has exe	cuted this Bill of Sale this day of
2025.		
		Signature
		Seller, East Cherry Creek Water and Sanitation
		District
		Title

BILL OF SALE DISTRICT AS SELLER

The East Cherry Creek Valley Water and Sanitation District, a Quasi-Municipal Corporation, ("Seller") whose address is 6201 S. Gun Club Rd, Aurora, Colorado 80016 and the City of Aurora a Colorado a Municipal Corporation of the Counties of Adams, Arapahoe and Douglas (the "Purchaser"), whose address is 15151 East Alameda Parkway, Aurora, Colorado 80012, for and in consideration of \$10.00, to it in hand paid at or before the ensealing or delivery of these presents by and, the receipt and sufficiency of which are hereby acknowledged, has bargained and sold, and by these presents does grant and convey unto Purchaser, and Purchaser's successors and assigns, the sewer line infrastructure located at Interconnect Point 26 (22T-006 to ECCV 5204), as such infrastructure is further described below (the "Property"):

The Property shall include the sewer infrastructure improvements known as Interconnect Point 26 (22T-006 to ECCV #204)

SELLER hereby assigns to Purchaser all manufacturer's warranties received by Seller on such items, if any.

TO HAVE AND TO HOLD the same unto the Purchaser and any successors. Seller covenants and agrees to and with Purchaser and Purchaser's successors to WARRANT AND DEFEND the sale of said personal property against all and every person or persons whomever.

 IN	WITNESS, 2025.	WHEREOF,	Seller	has	executed	this	Bill	of	Sale	this		day	of
					Signat	ure						_	
					Seller, Sanita			•	reek	Wate	r and	_	
					Title							_	

Master Sewer Agreement (MSA) and Amended and Restated IGA with East Cherry Creek Valley Water & Sanitation District

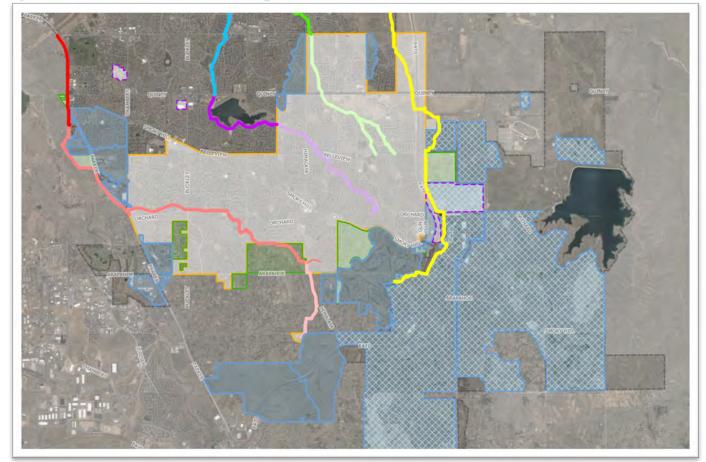
Water Policy Committee, April 16, 2025

James DeHerrera, P.E., Planning Services Manager



History & Background

- Intertwined boundaries
- Collaborative approach for wastewater service
- 20+ agreements
 over 50+ years





Master Sewer Agreement (MSA) Goals

- ✓ Supersede all previous sanitary sewer agreements
- ✓ Clarity and consistency
 - Updates policies, infrastructure ownership, and fee structures
- ✓ Capacity and cost sharing
- ✓ Contract administration
- ✓ Support future growth and rehabilitation



Notable Terms



• Retain rights to recapture and reuse all effluent generated by the District



 Cost-of-service model to ensure appropriate costs and charges



• Establishes approach for future changes and additions to shared infrastructure



• Exhibit F

Clean up infrastructure and ownership at interconnection points

Amended and Restated Kings Point IGA

- September 2019
- Efficient and beneficial joint use of infrastructure to serve Kings Point (now Prairie Point) development
- Original IGA uncertain if MSA would materialize

Intergovernmental Agreement
By and Between
the
City of Aurora
and

East Cherry Creek Valley Water and Sanitation District

This Intergovernmental Agreement ("Agreement") is entered into this the day of the "Effective Date") between the City of Aurora, Colorado, a Colorado Mulicipal Corporation of the Counties of Adams, Arapaboe and Douglas (the "City"), acting by and through its Utility Enterprise ("Aurora Water"), whose address is 15151 East Alameda Parkway, Aurora, Colorado 80012, and the East Cherry Creek Valley Water and Sanitation District, a Quasi-Municipal Corporation, whose address is 62015. (Gan Clib RA, Aurora, Colorado 80016 (the "District"). Aurora and the District are referred to individually as a "Party" and together as the "Parties."

Recital

WHEREAS, the sanitary sewer service area of the District includes lands currently within the District boundaries and additional lands authorized to be served by the District; and

WHEREAS, the City's corporate boundaries, as well as the City's sanitary sewer service area, abut and surround much of the District's service area; and

WHEREAS, due to the close proximity and growth of their respective service areas and boundaries, over the years the Parties have heretofore entered into numerous agreements and contracts for the purpose of efficient and beneficial joint use of sewer services and facilities; and

WHEREAS, the City has the immediate need to provide sewer service to the initial phase of the Kings Point Development, not conveniently accessible to the City's sewer infrastructure network but accessible to sewer infrastructure owned by the District, including the School Line and Basin C Interceptor, as shown in Exhibit A attached hereto; and

WHEREAS, the Parties are presently working on a new Master Agreement related to shared sewer service and infrastructure and intend that improvements and upsizing of existing infrastructure necessary to serve full build-out of the Kings Point Development will be addressed as part of the Master Agreement; and

WHEREAS, until the Master Agreement is implemented or other agreement between the Parties replacing this Agreement is reached, the Parties wish to cooperate to provide sewer service to a portion of the Kings Point Development which is tributary to the School Line by connection to the District's sewer infrastructure, to include the City leasing of capacity in the existing School Line and potential for eventual transfer of ownership of the School Line to the City; and

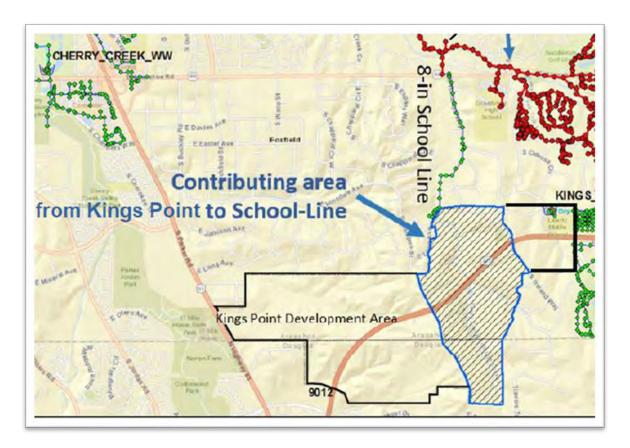
WHEREAS, pursuant to the Exclusion Agreement, Aurora purchased capacity for 2,500
Single Family Residential Equivalents ("SFRE" or SFE as referred to in the Exclusion Agreement)





Amended and Restated Kings Point IGA

- Focus on 'school line' for interim solution
- Buildout solution governed by MSA
- Amended and Restated IGA will become Exhibit A of the MSA





Does Water Policy Committee support moving the MSA and IGA to Study Session?





CITY OF AURORACouncil Agenda Commentary

Item Title: Kings Point Intergovernmental Agreement (IGA) (Resolution)						
Item Initiator: James DeHerrera, Manager of Planning Services, Aurora	Water					
Staff Source/Legal Source: James DeHerrera, Manager of Planning Se Attorney	rvices, Aurora Water / Ian Best, Assistant City					
Outside Speaker: N/A						
Strategic Outcome: Well-Managed: High performing organization, commontinuous improvement, fiscal stewardship, and maintaining critical infra						
COUNCIL MEETING DATES:						
Study Session: 5/5/2025						
Regular Meeting: 5/19/2025						
2 nd Regular Meeting (if applicable): N/A						
Item requires a Public Hearing: \square Yes \boxtimes 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 ar Outside speaker name and organization Estimated time: (For Study Session items only indiand discussion) 	nd title					
James DeHerrera, Manager of Planning Services, Aurora W	/ater / Ian Best, Assistant City Attorney					
ACTIONS(S) PROPOSED (Check all appropriate actions)						
☐ Approve Item and Move Forward to Study Session ☐	Approve Item as Proposed at Policy Committee					
$oxed{\boxtimes}$ Approve Item and Move Forward to Regular Meeting $oxed{\Box}$	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 Date: 4/16/2025

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

218

X Recommends Approval	☐ Does Not Recommend Approval
☐ Forwarded Without Recommendation	☐ Minutes Not Available
☑ Minutes Attached	
HISTORY (Dates reviewed by City council, comments. ATTACH MINUTES OF COUNCIL MI	Policy Committees, Boards and Commissions, or Staff. Summarize pertinent EETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)
	nittee supported moving an Intergovernmetal Agreement between the Valley Water and Sanitation District regarding the King's Point
	red an Intergovernmetal Agreement between the City of Aurora and the tation District regarding the King's Point development as item 10e.
	mittee supported moving an Intergovernmental Agreement between the Valley Water and Sanitation District regarding the Kings Point
ITEM SUMMARY (Brief description of ite	m, discussion, key points, recommendations, etc.)
Sanitation District (District) to provide ef Kings Point (now known as Prairie Point) Master Sewer Agreement (MSA) would make parties have now reached an agreem management services for both parties. The original agreement, while instrument synergy with the newly finalized MSA. The with the MSA and will become Exhibit A to	In intergovernmental agreement with East Cherry Creek Valley Water and ficient and beneficial joint use of sewer infrastructure to support the development. At the time, it was uncertain whether a comprehensive naterialize. However, following extensive collaboration and negotiations, tent on the new MSA, which will govern long-term wastewater tall in its time, now requires targeted revisions to ensure alignment and his amended and restated Kings Point Agreement is presented in parallel to the MSA. These amendments are essential to guarantee that the A's terms, objectives, and operational framework.
FISCAL IMPACT	
	click that box and skip to "Questions for Council")
	xpenditure Impact ☐ Non-Budgeted Expenditure Impact
REVENUE IMPACT Provide the revenue impact or N/A if no Provide additional detail as necessary.)	impact. (What is the estimated impact on revenue? What funds would be impacted?
N/A	
	CT ct or N/A if no impact. (List Org/Account # and fund. What is the amount of budge tet away from existing programs/services? Provide additional detail as necessary.)
There will be future expenditures is unknown at this time.	as a result of this Intergovernmental Agreement, however the amount

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	
F	NORKLOAD 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 receded, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)	9
	N/A	

QUESTIONS FOR COUNCIL

Does Council support moving a Resolution approving the Intergovernmental Agreement between the City of Aurora, acting by and through its Utility Enterprise, and the East Cherry Creek Valley Water and Sanitation District regarding Kings Point forward to the May 19, 2025 Council meeting?

LEGAL COMMENTS

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

RESOLUTION NO. R2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE FIRST AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT REGARDING KINGS POINT

WHEREAS, the City of Aurora, acting by and through its Utility Enterprise ("Aurora Water") and the East Cherry Creek Valley Water and Sanitation District, ("District") have entered into an intergovernmental agreement to provide sewer service to a portion of the Kings Point Development (now known as Prairie Point) and now seek to enter into a revised First Amended and Restated Intergovernmental Agreement ("Agreement") updating the terms of the original agreement; and

WHEREAS, simultaneously to the Agreement, the parties have negotiated a Master Sewer Agreement ("MSA"); and

WHEREAS, the sanitary sewer service area of the District includes lands currently within the District boundaries and additional lands authorized to be served by the District; and

WHEREAS, the City of Aurora's corporate boundaries, as well as Aurora Water's sanitary sewer service area, abut and surround much of the District's service area; and

WHEREAS, Aurora Water has the immediate need to provide sewer service to the initial phase of the Kings Point Development (now known as Prairie Point), not conveniently accessible to Aurora Water's sewer infrastructure network but accessible to sewer infrastructure owned by the District; and

WHEREAS, the parties have negotiated the MSA in part to share sewer service and infrastructure and improvements and upsizing of existing infrastructure necessary to serve full build-out of the Kings Point Development (now known as Prairie Point); and

WHEREAS, the Agreement allows the parties to cooperate to provide sewer service to a portion of the Kings Point Development (now known as Prairie Point) which is tributary to Aurora Water infrastructure by connection to the District's sewer infrastructure, including through the leasing of capacity in the existing infrastructure and potential for eventual transfer of ownership of infrastructure to Aurora Water; and

WHEREAS, the Agreement was negotiated in conjunction with the MSA, and shall be subject to the terms of the MSA, except where expressly stated otherwise; and

WHEREAS, the Agreement is in the best interest of the health, safety and welfare of the residents of the City of Aurora; and

WHEREAS, 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. Governments are specifically authorized by C.R.S. § 31-35-402(1)(h) to enter into

agreements for planning, construction and operation of water facilities. The parties to the agreement are political subdivisions of the State of Colorado, and each is authorized to acquire infrastructure and to operate water facilities; and

WHEREAS, Section 10-12 of the City Charter authorizes the Council to approve, by resolution, the execution of contracts with other governmental units for furnishing or receiving commodities or services; and

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

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

- Section 1. The First Amended and Restated Intergovernmental Agreement between the City of Aurora and East Cherry Creek Valley Water and Sanitation District regarding Kings Point Development 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 COFFN	MAN, Mayor
ATTEST:		
KADEE RODRIGUEZ, City Clerk		
APPROVED AS TO FORM:		
PETER A. SCHULTE, CITY ATTORNEY		
Rv:		

IAN BEST, Assistant City Attorney



Planning & Engineering Services 15151 E. Alameda Parkway, Suite 3600 Aurora, Colorado 80012 303.739.7370 Worth Discovering • auroragov.org

06/25/2019

Assessment for Wastewater Flow (Future) from Kings Point Development

This Memorandum provides results of capacity assessment of the existing 8-in sanitary gravity line out of Creekside Elementary School (School Line) to convey flows from the tributary area of Aurora's Kings Point development. The School Line is connected to East Cherry Creek Valley's (ECCV) Basin C Line (which varies from 15" to 27") north of E Arapahoe Rd and extends to the to the Shop Creek lift station (Basin C Line). The Basin C Line is assessed using Aurora Water's (AW) wastewater (WW) model. Figure 1 shows the general site of proposed Kings Point development area.

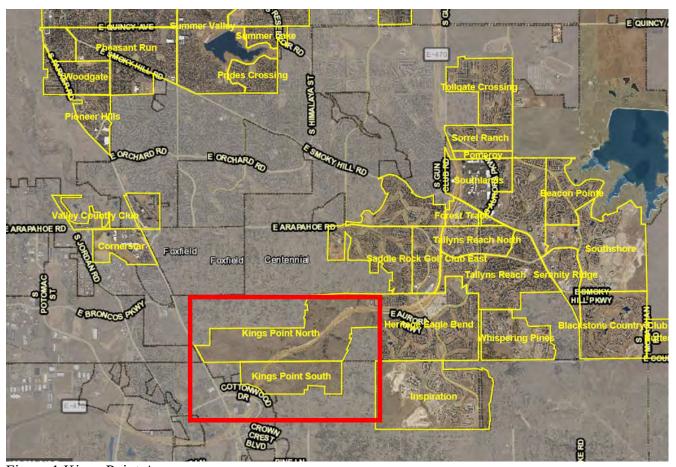


Figure 1 Kings Point Area

Aurora Water Wastewater Model

AECOM developed an All-pipes hydraulic sewer model using InfoSewer software for AW in 2017 as part of the Wastewater Master Plan (WWMP) study. The model used GIS database, as built drawings, pump curves, and input from AW staff.

The model incorporates AW's existing service area which conveys sewer flow to Robert W. Hite Treatment Facility (RWHTF). ECCV, Metro Wastewater Reclamation District (MWRD), and other privately owned systems also tie into AW's sewer system. As part of WWMP, a comprehensive flow monitoring study was conducted to characterize the sewer flow throughout the collection system. This helped to determine the base infiltration, flow from users, and rain dependent inflow and infiltration (RDII) flows.

The system-wide average basin infiltration was determined to be 32% of the average dry weather flow. The system wide average dry weather flow for February 2015 was 35.3 mgd, where 24 mgd was contributed as return flow (84% of indoor use) from water users and 11.4 mgd was contributed as base infiltration.

The model was calibrated using potable water meter records and collection system flow monitoring data for average dry weather flow (ADWQ) (February 2015) using steady state simulation. The calibration included adjusting land use specific return rates and base infiltration to match the monitored flow data. Overall, the model results were within 5% accuracy of the monitored data. Using the calibrated steady state ADWQ model, it was extended and calibrated for peak dry weather flow (PDWQ) and peak wet weather flow (PWWQ). Diurnal curves were developed from observed flow and were normalized to 1.

Kings Point Area Development

The Kings Point Development covers approximately 1,440 acres of area, proposed for development, mostly residential with the mixture of multifamily and single family units. A Neighbor Activity Center (NAC), a golf course, and a school are also planned. The property is located between Parker Road (west), Douglas County Line (south), and residential subdivisions to the north and east (PBS&J, 2002). Figure 2 shows Kings Point area, the existing School Line and ECCV's Basin C Line. The area of Kings Point that is tributary to the ECCV system is approximately 508 acres; the tributary basin is show in Figure 2.

Table 1.1 through Table 1.4 show peak flow calculations using ECCV's design criteria for Kings Point.

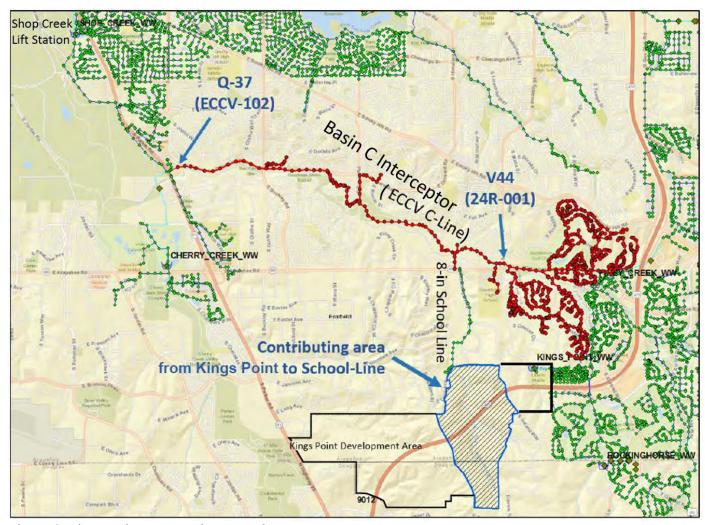


Figure 2 Kings Point Area and Sewer Lines

Table 1-1 Peak Flow Calculation (Kings Point, Filing No. 2) – ECCV Design Criteria

No.	Description	Total Units	Per Capita Factor	Population	Unit Rate gpcd	Average Flow (gpd)	Peaking Factor	Peak Flow (gpd)	Peak Flow (gpm)
1	SF Residential	261	3.2	835	100	83,520	4	334,080	232.0
2	NAC		3.2	64	100	6,400	4	25,600	17.8
3	Inflow and Infiltration (10%)	n/a	n/a	n/a	n/a	n/a	n/a	8,992	6.2
Totals		261		899		89,920	n/a	368,672	256.0

Table 1-2 Peak Flow Calculation (Kings Point, Filing No. 4) – ECCV Design Criteria

No.	Description	Total Units	Per Capita Factor	Population	Unit Rate gpcd	Average Flow (gpd)	Peaking Factor	Peak Flow (gpd)	Peak Flow (gpm)
1	SF Residential	424	3.2	1357	100	135,680	4.0	542,720	376.9
2	Inflow and Infiltration (10%)	n/a	n/a	n/a	n/a	n/a	n/a	13,568	9.4
Totals		424		1357	n/a	135,680		556,288	386.3

Table 1-3 Peak Flow Calculation (Kings Point, South) – ECCV Design Criteria

No.	Description	Total Units	Per Capita Factor	Population	Unit Rate gpcd	Average Flow (gpd)	Peaking Factor	Peak Flow (gpd)	Peak Flow (gpm)
1	SF Residential (100 ac at 4 du/ac)	400	3.2	1280	100	128,000	4.0	512,000	355.6
2	Inflow and Infiltration (10%)	n/a	n/a	n/a	n/a	n/a	n/a	12,800	8.9
Totals		400		1280	n/a	128,000		524,800	364.4

Table 1-4 Peak Flow Totals – ECCV Design Criteria

No.	Description	Total Units	Per Capita Factor	Population	Unit Rate gpcd	Average Flow (gpd)	Peaking Factor	Peak Flow (gpd)	Peak Flow (gpm)
Totals	Sum of totals from tables 1-1, 1-2, and 1-3	1,085	n/a	3536	n/a	353,600	n/a	1,449,760	1,006.7

Capacity of 8-in School Line

The capacity of the existing 8-in School Line from Creekside Elementary School to ECCV's Basin C Line is presented in Table 2. This line has a section with minimum slope of 0.26 % and the capacity is calculated for this slope for Manning's n of 0.013 (Table 2).

Table 2 Capacity of 8-in School Line

Capacity of 8-in Line (from KP)					
		Full Capacity	90% of Full (d/D= 0.75)		
Manning's n	Min Slope	(gpm)	(gpm)		
0.013	0.26%	276.6	248.9		

Based on the capacity calculation of the existing School Line, for minimum slope of 0.26% and 0.013 Manning's 'n' (considered reasonable for the existing PVC) the pipe has capacity of 248.9 gpm (rounded to 249 gpm) which is equivalent to 272 SFREs. There is a Neighborhood Activity Center (NAC) planned within this area. Sewer load from the NAC is assumed at 20 SFREs (assuming a 2" water meter, and using Metro Wastewater Reclamation District's SFRE).

The maximum slope of the School Line is 0.055 ft/ft and average slope is 0.0145 ft/ft. Flow from Creekside Elementary school is 4.8 gpm peak flow (with average daily flow of 1.2 gpm based on winter quarter average water meter records and assuming 4.0 as peaking factor), which is subtracted from the available capacity of School Line. Understanding the information regarding historical water meter data, another level of conservatism has been added. Per Metro Wastewater Reclamation District's Rules and Regulations, Creekside Elementary's 3" water meter is equivalent to 43 SFREs. Subtracting 43 SFREs from 272 SFREs produces a difference of 229 SFREs.

Therefore, for the purposes of the agreement between Aurora and ECCV for the use of this line, the available capacity of the School Line is assumed to be 210 gpm or 229 SFREs. Aurora and ECCV will re-evaluate the capacity of the School Line when 75% of the School Line capacity (187 gpm or 205 SFREs, whichever occurs first) is reached. At that time, Aurora and ECCV will work together to determine whether the 229 SFRE limit can be increased.

At buildout of the Kings Point area tributary to the ECCV Basin C Line, the anticipated flow is 1,007 gpm and

therefore the School Line will need to be upsized to 12" and 15" (depending on varying slopes at different sections). The Kings Point Developer will be responsible for funding or constructing the larger diameter line at which time the line will be conveyed to the City of Aurora.

Capacity of Basin C Line

For this study, the available capacity in the Basin C Line for the Kings Point Development's initial phase of 229 SFREs is determined as described below. A 1995 Agreement, titled, "Agreement Concerning Exclusion of Territory", between ECCV and the City of Aurora allocated 2,500 SFREs to the Basin C Line from the Saddle Rock development, located in Aurora. A water meter count was performed on domestic and commercial meters in Aurora's GIS database associated with the parcels tributary to the C-Line east of the School Line connection. Utilizing Metro Wastewater Reclamation District's (MWRD) SFRE equivalent conversion, from Section 7.5.1 of their Rules and Regulations, it was determined that the Saddle Rock development currently utilizes 1957 SFREs out of the 2,500 SFREs allocated per the 1995 agreement. The results of the analysis is shown in Table 3. Therefore, there are 543 SFREs remaining from the allocation. An exhibit of the meters included in the evaluation can be found on Figure 3. Aurora plans on transferring a portion of these remaining 543 SFREs to Kings Point. When the School Line is at capacity with 229 SFREs from Kings Point, there remains an additional 314 SFREs allocated to the Basin C Line per the 1995 agreement.

Table 3 – SFRE Count Upstream of School Line

Meter Size	Count	MWRD SFRE Equivalent	SFREs
0.58	1134	1	1134
0.75	7	2	14
1	11	4.8	52.8
1.5	10	11	110
2	28	20	560
3	0	43	0
4	1	86	86
Total	1191	Total	1956.8

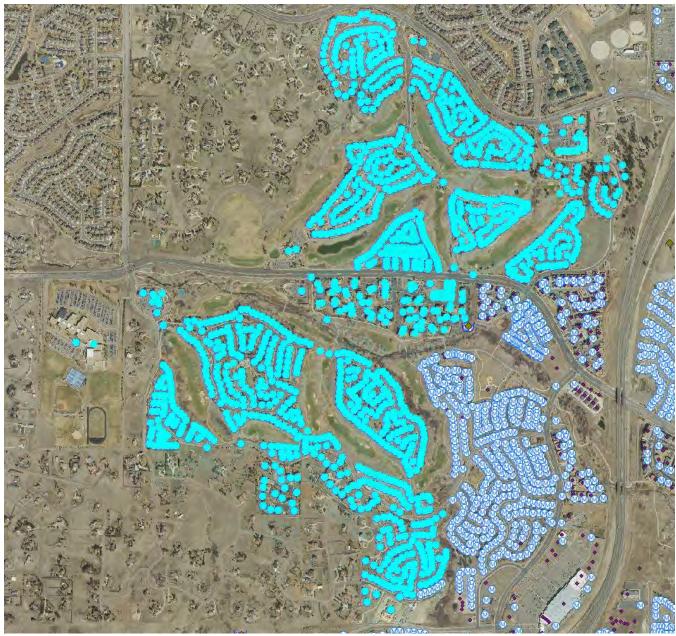


Figure 3 – Addresses and Water Meters Included in SFRE Evaluation

Final Notes

Based on this memorandum, the School Line has a total capacity of 249 gpm with an available capacity of at least 210 gpm that can be used by Kings Point development for up to 229 SFREs. Aurora and ECCV will reevaluate the capacity of the School Line when 75% of the School Line's total capacity (187 gpm or 205 SFREs, whichever occurs first) is reached. At that time, Aurora and ECCV will work together to determine whether the 229 SFRE limit can be increased. Based on the 1995 Agreement and this memorandum, there are 543 available SFREs, tributary to the Basin C-Line, that have not been used, of which a portion will be transferred to the Kings Point development. Therefore, the Basin C-Line can accommodate the 229 SFREs from Kings Point as proposed in this memorandum. Table 4 provides the summary of this analysis.

Table 4 Summary

SN	Description	Value
1	Existing capacity of School Line	272 SFREs or 249 gpm
2	School Line capacity allocated to Kings Point development	229 SFREs or 210 gpm
3	Trigger to re-evaluate allowable SFREs tributary to the School Line	205 SFREs or 187 gpm
4	Peak flow from Kings Point (Buildout), gpm	1,007
	Peak flow from pot. additional SFREs in ECCV 60 (40 within	
5	ECCV service area + 20 SFREs along school line), gpm	13
6	Total potential additional future peak flow to C Line, gpm	1,020

Reference

Core Consultants, 2019. Kings Point Filing No. 2 Contextual Site Plan with Waivers. PBS&J, 2002. Master Utility Report for Kings Point North, Aurora Colorado. NMA Eng. 2002. Preliminary Utility Report for Kings Point Filing No 2.

First Amended and Restated Intergovernmental Agreement By and Between

the

City of Aurora

and

East Cherry Creek Valley Water and Sanitation District Regarding Kings Point Development

This Intergovernmental Agreement ("Agreement") is entered into as of the "Effective Date" (defined below) between the City of Aurora, Colorado, a home rule municipal corporation of the counties of Adams, Arapahoe and Douglas (the "City"), acting by and through its Utility Enterprise ("Aurora Water"), whose address is 27691 E. Quincy Ave, Aurora, Colorado 80016, and the East Cherry Creek Valley Water and Sanitation District, a Quasi-Municipal Corporation, whose address is 6201 S. Gun Club Rd, Aurora, Colorado 80016 (the "District"). Aurora Water or City and the District may be referred to individually as a "Party" or together as the "Parties."

Recitals

WHEREAS, the sanitary sewer service area of the District includes lands currently within the District boundaries and additional lands authorized to be served by the District; and

WHEREAS, the City's corporate boundaries, as well as the City's sanitary sewer service area, abut and surround much of the District's service area; and

WHEREAS, due to the close proximity and growth of their respective service areas and boundaries, over the years the Parties have heretofore entered into numerous agreements and contracts for the purpose of efficient and beneficial joint use of sewer services and facilities; and

WHEREAS, the City has the immediate need to provide sewer service to the initial phase of the Kings Point Development (now known as Prairie Point), not conveniently accessible to the City's sewer infrastructure network but accessible to sewer infrastructure owned by the District, including the School Line and Basin C Interceptor, as shown in **Exhibit A** attached hereto; and

WHEREAS, the Parties have negotiated a new Master Agreement (defined below) related to shared sewer service and infrastructure and improvements and upsizing of existing infrastructure. necessary to serve full build-out of the Kings Point Development are addressed in Exhibit A and, in the manner provided in the Master Agreement; and

WHEREAS, the Parties wish to cooperate to provide sewer service to a portion of the Kings Point Development which is tributary to the School Line by connection to the District's sewer infrastructure, to include the City leasing of capacity in the existing School Line and potential for eventual transfer of ownership of the School Line to the City; and

WHEREAS, pursuant to the Exclusion Agreement, Aurora purchased capacity for 2,500 Single Family Residential Equivalents ("SFRE" or SFE as referred to in the Exclusion Agreement)

in the Basin C Interceptor to serve other proposed development in the City, of which 543 SFREs remain unused and available to serve a portion of the Kings Point Development and undeveloped property in the City.

WHEREAS, the Parties acknowledge that there is a difference in flow rate criteria between the District and the City where the District flow rate per SFRE is equal to 3.2 people per household and 100 gallons per day ("gpd") per person and the City criteria is equal to 2.77 people per household and 68 gpd per person.

NOW THEREFORE, in furtherance of the above-stated mutual intent and purposes, the Parties agree to the following:

Agreement

- 1. **Incorporation of Recitals and Exhibits**. All recitals to this Agreement and all exhibits attached hereto are hereby incorporated into this Agreement.
- 2. **Order of Precedence**. The Parties intend that this Agreement compliments the Master Agreement. In the event of an inconsistency between any term or provision in this Agreement and any term or provision of the Master Agreement, the terms of the Master Agreement shall control.
- 3. **Prior Agreements and Determinations to Remain in Full Force and Effect**. The following terms from previous agreements shall remain in effect:
 - a. <u>Paragraph 9 1976 Contract</u>. The last sentence of Paragraph 9 of the 1976 Contract provides: "The District hereby grants to the City of Aurora for the full term of this agreement the right to recapture and reuse all effluent generated by sewage flows arising in the District and delivered to the Aurora system." Notwithstanding termination of the 1976 Contract, the Parties agree that this sentence in Paragraph 9 of the 1976 Contract survives and remains in full force and effect under this Agreement, and any amendment, and is binding on the Parties.
 - b. The District agrees not to make any further claims disputing Aurora Water's right to recapture and reuse all effluent derived from the sewage flows that the District delivers to Aurora Water.
 - c. Water Agreements Unrelated to Sewer Service. Any agreements the subject of which is exclusively water without any terms regarding sanitary sewer service are not superseded by the Master Agreement nor this Agreement. For the avoidance of doubt, if an agreement addresses sewer service in any form, that agreement is superseded in its entirety by this Master Agreement. The stipulations between Aurora Water and the District in 06CW104 and 15CW3064 and any future diligence decrees for 06CW104 referencing terms and conditions in the original decree including paragraph 52.17 shall not be superseded.
- 4. **Term**. The term of this Agreement shall begin on the Effective Date, as defined in Paragraph 5 below, and continue for as long as the City continues to lease capacity in the existing School Line from the District to serve a portion of the Kings Point Development, as set forth in Paragraph 7, below, or until Termination of this Agreement pursuant to Paragraph 11, below.

5. **Defined Terms.** The follow terms, when used in this Agreement shall have the meanings ascribed to them in this section:

<u>Aurora Water</u>: Shall have the meaning ascribed to such term in the introductory paragraph to this Agreement.

<u>Basin C Interceptor</u>: Shall mean that wastewater interceptor line owned by the District and running from one-half mile northwest of Arapahoe Road and Piney Creek crossing to the City's Shop Creek Lift Station approximately 700 feet west of Parker Road and Temple Drive, all as depicted in **Exhibit A**.

<u>City</u>: Shall have the meaning ascribed to such term in the introductory paragraph to this Agreement.

<u>District</u>: Shall have the meaning ascribed to such term in the introductory paragraph to this Agreement.

Effective Date: Shall be the date all Parties have executed this Agreement.

Exclusion Agreement: Shall mean that Agreement Concerning Exclusion of Territory between the Parties dated July 27, 1995.

<u>Full Kings Point Development</u>: Shall mean and include the entire full build-out of the Kings Point residential development (now referred to as Prairie Point) depicted in **Exhibit A**, which includes the Initial Kings Point Development.

<u>Initial Kings Point Development</u>: Shall mean only that initial portion of the Full Kings Point Development (now referred to as Prairie Point) to which 229 SFREs are allocated by this Agreement and described in Line 1 of the Table 4 Summary in **Exhibit A**.

<u>Master Agreement</u>: The parties have negotiated a new master sewer agreement to identify necessary improvements to shared sewer infrastructure as well as recognizing better accounting for the shared sewer capacity in their respective infrastructure systems which they plan in order to accommodate anticipated growth, streamline current contracts and improve contracting efficiencies. Future improvements to District-owned infrastructure, including the School Line and Basin C Interceptor, that may be necessary to serve the Kings Point Development beyond that permitted for the Kings Point Development under this Agreement are addressed by the Master Agreement.

<u>Prior Agreement</u>: Shall mean and include all currently outstanding agreements between the Parties, including but not limited to, that contract between the Parties dated May 15, 1976 and all amendments thereto, as well as that contract between the Parties dated March 18, 1991.

<u>School Line</u>: Shall mean that existing eight inch (8") sanitary gravity line depicted in **Exhibit A**, currently owned by the District, extending from Creekside Elementary School running north toward Liverpool Street and Arapahoe Road which currently serves only Creekside Elementary School but which is capable of conveying flows from the tributary area of the City's Kings Point

Development. The School Line carries sewage to the Basin C Interceptor for eventual delivery to the City's Shop Creek lift station to connect to the City's sewer system.

<u>Termination</u>: Shall mean the end of the Term under the conditions set forth in Paragraph 11, below.

- 6. **School Line and Basin C Interceptor to Serve Kings Point Development**. Subject to the limitations and conditions set forth in this Paragraph and Agreement, the District agrees that upon the Effective Date the City may lease from the District and utilize the excess capacity in the School Line, and utilize the City's unused capacity in the Basin C Interceptor to provide sewer service to Kings Point Development, subject to the following limitations:
- a. <u>School Line Capacity</u>. The School Line has present capacity of 249 gpm or 272 SFREs per the current District criteria and the analysis provided in the memo attached hereto as **Exhibit A.** Creekside Elementary School is the only customer presently served by the School Line and uses up to 43 SFREs of capacity per the current District criteria, leaving excess capacity of at least 210 gpm or 229 SFREs in the School Line to serve Kings Point Development. A summary of the capacities and limitations is shown in the table below:

School Line Capacity					
Max Capacity of 8" School Line	249 gpm				
Equivalent SFREs	272				
Creekside School SFREs 3" meter	43				
SFRE's remaining	229				
Remaining flow rate capacity	210 gpm				

- b. <u>Kings Point Development Limits</u>. As established in Subparagraph a., above, the School Line can serve up to 229 SFRE's in the Kings Point Development, which equates to 210 gpm. The limits for the Kings Point Development allowed under this Agreement are provided in the engineering analysis attached hereto as **Exhibit A**. These limits may be adjusted by mutual agreement of the Parties pursuant to the procedures set forth in Subparagraphs d. and e. of this Paragraph 6, below, provided that anything beyond these limits related to the built-out of Kings Point Development shall be addressed per the terms of the Master Agreement.
- c. <u>Exclusion Agreement Unused SFREs in Basin C Interceptor</u>. Pursuant to the terms of the Exclusion Agreement, the City has remaining capacity for 543 SFREs in the Basin C

Interceptor which the City no longer needs for the remaining properties identified in the Exclusion Agreement. Therefore, the District agrees to allow the City to use these 543 SFREs to serve future development within the Kings Point Development up to 229 SFRE's of which will be consumed by Kings Point Development, subject to the terms of Subparagraph 6.e., below.

- d. <u>City Monitoring and Reporting to the District</u>. The City shall track each SFRE granted to Kings Point Development to be served through the School Line. The City will also coordinate with the District to install and monitor a Parshall flume flow monitor and associated metering at the point where Kings Point Development connects to the School Line, pursuant to mutually agreed specifications. The City will make quarterly written reports to the District which reports shall include: the number of SFRE's granted in the quarter, the locations and addresses of each SFRE granted, and the peak sewage flow from the flow metering.
- e. <u>Capacity Re-evaluation Triggers</u>. The City and the District will reevaluate the capacity of the School Line when 75% of the total School Line capacity (75% of 272 SFREs or 249 gpm is 205 SFREs or 187 gpm, respectively) is reached, whichever first occurs per the flow monitoring specified in Paragraph 6.d., above. At that time, the Parties will work together in good faith to consider whether, based on the flow monitoring being conducted under Subparagraph 6.d., Kings Point Development's 229 SFRE limit might be expanded. The Parties hereby agree to delegate the authority to reach agreement under this paragraph to the District's District Manager and to the General Manager for Aurora Water and further agree that their written agreement regarding capacity shall, upon execution of the same by both Parties, be appended to and become part of this Agreement without further action by the District and the City.
- 7. Lease of School Line Capacity and Rates. For the Term, the District agrees to lease capacity to the City in the School Line for transport of sewer demand for Kings Point Development as set forth in Paragraph 6, above.
- a. <u>Lease Rates</u>. The City will pay to the District a set rate for capacity in the School Line for each SFRE served as set forth in the Master Agreement.
 - b. Increases. Refer to Master Agreement.
- c. <u>Monthly Billing</u>. The District will monthly bill the City for money due for sewage flows entering the School Line from Kings Point Development as determined under this Paragraph 7. The City will deduct this amount from the monthly bill for amounts the District owes the City for sewer service under the Master Agreement.
- **8. Transfer of School Line to Aurora**. The Parties agree to transfer ownership of the School Line, and all associated easements related thereto, from the District to the City if and when the School Line requires capacity improvements to serve additional City development beyond that permitted under this Agreement, at which time the transfer shall be handled in the manner provided in the Master Agreement.
- a. <u>Creekside Elementary School</u>. If and when ownership of the School Line and associated easements are transferred to the City, the City will provide sanitary sewer service to

Creekside Elementary School through the School Line, subject to the terms of a future agreement, if needed, between the City and Creekside Elementary School and subject to City Council approval.

- b. <u>School Line</u>: If ownership of the School Line is transferred to the City, then the City will accept all ownership and all attendant maintenance and operation responsibilities and costs for the School Line. The Parties will negotiate in good faith to determine compensation due, if any, to the District based on the useful life of the School Line, anticipated future operation and maintenance costs, the payment for costs for infrastructure improvements by either Party.
- **9. Kings Point Development Build-Out**. The Parties intend that the Master Agreement will accommodate all additional building for the build-out within the Kings Point Development, which is tributary to the School Line, and outside the scope of this Agreement.
- 10. Alternative Service. The City may determine in its sole discretion that it can most efficiently provide sewer service to the Kings Point Development, including Kings Point Development, with construction of a lift station (and/or any other appropriate sewer infrastructure that the City deems appropriate) that bypasses the District's sewer infrastructure. Such alternative infrastructure shall be at the City's cost and expense or at the cost of a developer(s) and the District shall have no financial obligation to contribute to such alternative infrastructure.
- 11. Termination. If the City determines that an alternative service, as described in section 8, is in the City's best interest, the City will provide the District with written notice of its intent to cause the design and construction of alternative service infrastructure, including an estimated date of completion. District agrees to cooperate, as reasonably necessary, regarding design and/or connection requirements for the alternative service infrastructure. Once the alternative service infrastructure is constructed, tested, and connected (including all appropriate appurtenances) the City will provide District with a written notice including the effective date of termination of this Agreement.
- **12. Amendment.** This Agreement may be amended by the Parties only by mutual agreement and in the same manner and with the same authority as this Agreement.
- 13. No Change to Other Agreements. This Agreement expressly replaces the Prior Agreement. Nothing in this Agreement shall be construed to alter any term or provision of other agreements between the Parties.

14. Representations.

- a. The District represents and warrants that it is validly existing pursuant to Colorado statutes, that the execution and performance of this Agreement will not violate any provisions of its statutory authority or rules and regulations and that the terms of this Agreement shall be binding on subsequent Board of Directors.
- b. The City represents and warrants that the execution and performance of this Agreement will not violate any provisions of its Charter, ordinances, or covenants contained in any indenture governing issuance and sale of the bonds of the City, or the pledging of its revenues.

- **15**. **Binding Effect.** On the Effective Date, this Agreement shall be binding upon the respective legal representatives, successors and assigns of the Parties.
- **Choice of Law.** This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, shall be governed by, and enforced in accordance with, the substantive and procedural laws of the State of Colorado, including its statutes of limitations, without giving effect to any choice of law or conflict of laws rules or provisions (whether of the State of Colorado or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Colorado.
- **Yenue and Jurisdiction.** The Parties hereto agree that exclusive jurisdiction and venue for the resolution of any dispute relating to this Agreement shall lie in the District Court for Arapahoe County, State of Colorado and that Colorado law shall apply.
- **18.** <u>Counterpart Execution</u>. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed an original, all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by electronic delivery and, upon receipt, shall be deemed originals and binding upon the Parties.
- 19. <u>Governmental Immunity</u>. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District or Aurora Water or their respective officials, employees, contractors, or agents, or any other person acting on their behalf and, in particular, governmental immunity that may be afforded or available to the District or Aurora Water pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.
- **20.** <u>Nonassignability</u>. The Parties may not assign their rights or delegate their duties hereunder without the prior written consent of the other Party.
- **21.** No Third-Party Beneficiaries. This Agreement is entered into for the sole benefit of the District and Aurora Water, and no other Parties are intended to be direct or incidental beneficiaries of this Agreement, and no third party shall have any right in, under or to this Agreement.
- **Electronic Signatures.** The Parties consent to the use of electronic signatures pursuant to the Uniform Electronic Transactions Act, Sections 24-71.3-101, et seq., Colorado Revised Statutes, as may be amended from time to time. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the Parties in a manner acceptable to the Authority. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.
- 23. <u>No Waiver</u>. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver

constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

- 24. Rules of Construction. For purposes of this Agreement, except as otherwise expressly provided or unless the context clearly requires otherwise (i) the terms defined herein include the plural as well as the singular and include any words based upon the root of such defined terms; (ii) words importing gender include all genders; (iii) the words "include," "includes," and "including" mean inclusion without limitation; (iv) the word "or" is not exclusive; (v) the words "herein," "hereof," and "hereunder," and other words of similar import, refer to this Agreement as a whole and not to any particular Paragraph or other subdivision; and (vi) the headings in the Agreement are for convenience only and shall not affect the interpretation of this Agreement. Unless the context otherwise requires, reference herein to: (A) Paragraph refers to the Paragraphs and all applicable sub-Paragraphs of this Agreement as the context requires; (B) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (C) a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulation promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.
- **Entire Contract.** This Agreement constitutes the entire agreement between the Parties with respect to the sanitary sewer matters set forth here and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect.
- 26. Sole Obligation of Aurora Water (Utility Enterprise). This Agreement shall never constitute a general obligation or other indebtedness of the City of Aurora, 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. In the event of a default by Aurora Water of any of its obligations under this Agreement, the District shall have no recourse for any amounts owed to them 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 of Aurora Ordinance No. 2003-18, and then only after the payment of all operation and maintenance expenses of the Water System, and all debt service and reserve requirements of any bonds, notes, or other financial obligations of 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 of Aurora.

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

(signatures on following pages)

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

Mike Coffman, Mayor	Date	
ATTEST:		
Kadee Rodriguez, City Clerk	Date	
APPROVED AS TO FORM FOR AURORA:		
Lan J Best	4/18/2025	25011396
Ian Best, Assistant City Attorney	Date	ACS#
STATE OF COLORADO) ss COUNTY OF ARAPAHOE) The foregoing instrument was acknowledged be	efore me this	day of 2025 by Mike
Coffman, Mayor, acting on behalf of the Utility		
Witness my hand and official seal.	Notary Public	-
My commission expires:	-	
(SEAL)		

EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT By: Its: ATTEST: APPROVED AS TO FORM: ICENOGLE SEAVER POGUE A Professional Corporation General Counsel STATE OF COLORADO COUNTY OF ARAPAHOE The foregoing instrument was acknowledged before me this _____ day of ______, 2025, by for the East Cherry Creek Water and Sanitation District. Witness my hand and official seal. Notary Public My commission expires:

(SEAL)

Intergovernmental Agreement By and Between the City of Aurora

and

East Cherry Creek Valley Water and Sanitation District

This Intergovernmental Agreement ("Agreement") is entered into this day of September, (the "Effective Date") between the City of Aurora, Colorado, a Colorado Municipal Corporation of the Counties of Adams, Arapahoe and Douglas (the "City"), acting by and through its Utility Enterprise ("Aurora Water"), whose address is 15151 East Alameda Parkway, Aurora, Colorado 80012, and the East Cherry Creek Valley Water and Sanitation District, a Quasi-Municipal Corporation, whose address is 6201 S. Gun Club Rd, Aurora, Colorado 80016 (the "District"). Aurora and the District are referred to individually as a "Party" and together as the "Parties."

Recitals

WHEREAS, the sanitary sewer service area of the District includes lands currently within the District boundaries and additional lands authorized to be served by the District; and

WHEREAS, the City's corporate boundaries, as well as the City's sanitary sewer service area, abut and surround much of the District's service area; and

WHEREAS, due to the close proximity and growth of their respective service areas and boundaries, over the years the Parties have heretofore entered into numerous agreements and contracts for the purpose of efficient and beneficial joint use of sewer services and facilities; and

WHEREAS, the City has the immediate need to provide sewer service to the initial phase of the Kings Point Development, not conveniently accessible to the City's sewer infrastructure network but accessible to sewer infrastructure owned by the District, including the School Line and Basin C Interceptor, as shown in **Exhibit A** attached hereto; and

WHEREAS, the Parties are presently working on a new Master Agreement related to shared sewer service and infrastructure and intend that improvements and upsizing of existing infrastructure necessary to serve full build-out of the Kings Point Development will be addressed as part of the Master Agreement; and

WHEREAS, until the Master Agreement is implemented or other agreement between the Parties replacing this Agreement is reached, the Parties wish to cooperate to provide sewer service to a portion of the Kings Point Development which is tributary to the School Line by connection to the District's sewer infrastructure, to include the City leasing of capacity in the existing School Line and potential for eventual transfer of ownership of the School Line to the City; and

WHEREAS, pursuant to the Exclusion Agreement, Aurora purchased capacity for 2,500 Single Family Residential Equivalents ("SFRE" or SFE as referred to in the Exclusion Agreement)

in the Basin C Interceptor to serve other proposed development in the City, of which 543 SFREs remain unused and available to serve a portion of the Kings Point Development and undeveloped property in the City.

WHEREAS, the Parties acknowledge that there is a difference in flow rate criteria between the District and the City where the District flow rate per SFRE is equal to 3.2 people per household and 100 gpm per person and the City criteria is equal to 2.77 people per household and 68 gpm per person. The Parties have elected to use the District's flow rate per SFRE.

NOW THEREFORE, in furtherance of the above-stated mutual intent and purposes, the Parties agree to the following:

Agreement

- 1. **Incorporation of Recitals and Exhibits**. All recitals to this Agreement and all exhibits attached hereto are hereby incorporated into this Agreement.
- 2. **Term**. The Term of this Agreement shall run from the Effective Date, as defined in Paragraph 3 below, for as long as the City continues to lease capacity in the existing School Line from the District to serve a portion of the Kings Point Development, as set forth in Paragraph 5., below, or until Termination of this Agreement pursuant to Paragraph 9, below.
- 3. **Defined Terms.** The follow terms, when used in this Agreement shall have the meanings ascribed to them in this section:

<u>Aurora Water:</u> Shall have the meaning ascribed to such term in the introductory paragraph to this Agreement.

<u>Basin C Interceptor</u>: Shall mean that wastewater interceptor line owned by the District and running from one-half mile northwest of Arapahoe Road and Piney Creek crossing to the City's Shop Creek Lift Station approximately 700 feet west of Parker Road and Temple Drive, all as depicted in **Exhibit A**.

<u>City</u>: Shall have the meaning ascribed to such term in the introductory paragraph to this Agreement.

<u>District</u>: Shall have the meaning ascribed to such term in the introductory paragraph to this Agreement.

Effective Date: Shall be the date all Parties have executed this Agreement.

Exclusion Agreement: Shall mean that Agreement Concerning Exclusion of Territory between the Parties dated July 27, 1995.

<u>Kings Point Development</u>: Shall mean and include the entire full build-out of the Kings Point residential development depicted in **Exhibit A**, to include the portion tributary to the School Line.

<u>Master Agreement</u>: The new master sewer facilities and capacity agreement that is presently being negotiated between the Parties that is intended to identify necessary improvements to shared sewer infrastructure as well as recognizing better accounting for the shared sewer capacity in their

respective infrastructure systems which they plan in order to accommodate anticipated growth, streamline current contracts and improve contracting efficiencies. Future improvements to District-owned infrastructure, including the School Line and Basin C Interceptor, that may be necessary to serve the Kings Point Development beyond that permitted for the Kings Point Development under this Agreement will be addressed by the Master Agreement. It is also intended that the Master Agreement will consolidate and replace the numerous existing Prior Agreements between the Parties related to said shared sewer service and infrastructure.

<u>Prior Agreements</u>: Shall mean and include all currently outstanding agreements between the Parties, including but not limited to, that contract between the Parties dated May 15, 1976 and all amendments thereto, as well as that contract between the Parties dated March 18, 1991.

<u>Party(ies)</u>: Shall have the meaning ascribed to such term in the introductory paragraph to this Agreement.

<u>School Line</u>: Shall mean that existing 8-in sanitary gravity line depicted in **Exhibit A**, currently owned by the District, extending from Creekside Elementary School running north toward Liverpool and Arapahoe Road which currently serves only Creekside Elementary School but which is capable of conveying flows from the tributary area of the City's Kings Point Development. The School Line carries sewage to the Basin C Interceptor for eventual delivery to the City's Shop Creek lift station to connect to the City's sewer system.

<u>Termination</u>: Small mean the end of the Term under the conditions set forth in Paragraph 9, below.

- 4. School Line and Basin C Interceptor to Serve Kings Point Development. Subject to the limitations and conditions set forth in this Paragraph and Agreement, the District agrees that upon the Effective Date the City may lease from the District and utilize the excess capacity in the School Line, and utilize the City's unused capacity in the Basin C Interceptor to provide sewer service to Kings Point Development, limited as follows:
- a. <u>School Line Capacity</u>. The School Line has present capacity of 249 gpm or 272 SFREs per the current District criteria and the analysis provided in the memo attached hereto as **Exhibit A.** The Creekside Elementary School is the only customer presently served by the School Line and uses up to 43 SFREs of capacity per the current District criteria, leaving excess capacity of at least 210 gpm or 229 SFREs in the School Line to serve Kings Point Development. A summary of the capacities and limitations is shown in the table below:

School Line (Capacity
Max Capacity of 8" School Line	249 gpm
Equivalent SFREs	272
Creekside School SFREs 3" meter	43
SFRE's remaining	229
Remaining flow rate capacity	210 gpm

- b. <u>Kings Point Development Limits</u>. As established in subparagraph a., above, the School Line can serve up to 229 SFRE's in the Kings Point Development, which equates to 210 gpm. The limits for the Kings Point Development allowed under this Agreement are provided in the engineering analysis attached hereto as **Exhibit A**. These limits may be adjusted by mutual agreement of the Parties pursuant to the procedures set forth in subparagraphs d. and e. of this Paragraph 4, below.
- c. <u>Exclusion Agreement Unused SFREs in Basin C Interceptor</u>. Pursuant to the terms of the Exclusion Agreement, the City has remaining capacity for 543 SFREs in the Basin C Interceptor which the City no longer needs for the remaining properties identified in the Exclusion Agreement. Therefore, the District agrees to allow the City to use these 543 SFREs to serve future development within the Kings Point Development up to 229 SFRE's of which will be consumed by Kings Point Development, subject to the terms of Subparagraph 4.e., below.
- d. <u>City Monitoring and Reporting to the District</u>. The City shall track each SFRE granted to Kings Point Development to be served through the School Line. The City will also coordinate with the District to install and monitor a Parshall flume flow monitor and associated metering at the point where Kings Point Development connects to the School Line, pursuant to mutually agreed specifications. The City will make quarterly written reports to the District which reports shall include: the number of SFRE's granted in the quarter, the locations and addresses of each SFRE granted, and the peak sewage flow from the flow metering.
- e. <u>Capacity Re-evaluation Triggers</u>. The City and the District will reevaluate the capacity of the School Line when 75% of the total School Line capacity (75% of 272 SFREs or 249 gpm is 205 SFREs or 187 gpm, respectively) is reached, whichever first occurs per the flow monitoring specified in Paragraph 4.d., above. At that time, the Parties will work together in good faith to consider whether, based on the flow monitoring being conducted under Paragraph 4(d), Kings Point Development's 229 SFRE limit might be expanded. The Parties hereby agree to

delegate the authority to reach agreement under this paragraph to the District's District Manager and to the General Manager for Aurora Water and further agree that their agreement regarding capacity shall be appended to this Agreement without further action by the District and the City.

- 5. Lease of School Line Capacity and Rates. For the Term, the District agrees to lease capacity to the City in the School Line for transport of sewer demand for Kings Point Development as set forth in Paragraph 4, above.
- a. Lease Rates. Until execution of the Master Agreement or as otherwise mutually agreed to by the Parties as set forth in a separate agreement or amendment to this Agreement, the City will pay to the District a set rate for capacity in the School Line for each SFRE served, to be consistent with the March 18, 1991 Agreement between the Parties (the "1991 Agreement"). Therefore, the City shall be billed based upon estimated flows of fifty-six hundred and ten (5,610) gallons per month per SFRE served. For the Effective Date until December 31, 2020, the City will pay to the District a sum of money monthly as billed equal to Eight Dollars and Fifty-Nine Cents (\$8.59) per SFRE ("Base Rate"). The Base Rate for the use of the District's sewer infrastructure was determined by subtracting the rate the City charges the District for sewage treatment per SFRE from the District's published sanitary sewer service rate per SFRE (e.g. at 2019 rates: \$36.00 minus \$27.41). Beginning on January 1, 2021, the methodology for determining the Base Rate for the City's use of the School Line will be by mutual agreement of the Parties. The Parties agree to meet not later than July 1, 2020 to determine said methodology. During the Term, the City will update the District monthly on the SFREs to be serviced for the following month.
- b. <u>Increases</u>. Beginning on January 1, 2021, the Base Rate will be escalated annually by the calculated percentage increase for operation and maintenance costs of the District 's sewer system. The District agrees to share its calculations for the Base Rate with the City.
- c. <u>Monthly Billing</u>. The District will monthly bill the City for money due for sewage flows entering the School Line from Kings Point Development as determined under this Paragraph 5. The City will deduct this amount from the monthly bill for amounts the District owes the City for sewer service under other agreements between the Parties.
- 6. Transfer of School Line to Aurora. The Parties agree to transfer ownership of the School Line, and all associated easements related thereto, from the District to the City if and when the School Line requires capacity improvements to serve additional City development beyond that permitted under this Agreement.
- a. <u>Creekside Elementary School</u>. If and when ownership of the School Line and associated easements are transferred to the City, the City will provide sanitary sewer service to Creekside Elementary School through the School Line, subject to the terms of a future agreement, if needed, between the City and Creekside Elementary School and subject to City Council approval.
- b. <u>School Line</u>: If ownership of the School Line is transferred to the City, then the City will accept all ownership and all attendant maintenance and operation responsibilities and costs for the School Line. The Parties will negotiate in good faith to determine compensation due,

if any, to the District based on the useful life of the School Line, anticipated future operation and maintenance costs, the payment for costs for infrastructure improvements by either Party.

- 7. Kings Point Development Build-Out. The Parties intend that the Master Agreement will accommodate all additional building within the Kings Point Development which is tributary to the School Line, beyond the limits of this Agreement. If the Parties fail to execute a Master Agreement as contemplated under this Agreement, the provisions of Paragraph 8, below, will govern.
- **8. No Master Agreement.** In the event the Parties fail to reach agreement and execute the Master Agreement, the following terms will apply:
- a. Agreement to Continue. The City may determine to continue to lease capacity in the existing School Line to serve the Kings Point Development, as limited by this Agreement, and additional Kings Point Development will not be permitted to be served by the existing School Line. The District will retain ownership of the School Line and all associated easements. In this event, this Agreement will continue to be in full force and effect unless replaced, terminated, or amended by agreement of the Parties; or
- b. <u>Upsize Infrastructure</u>. The Parties may agree, short of a Master Agreement, to upsize and/or upgrade the School Line and other District-owned sewer infrastructure necessary to permit sewer service for full build-out of the Kings Point Development, in which event, the District will convey ownership of the School Line and associated easements to the City and the City will be responsible for operation and maintenance of the School Line, as well as provide service to Creekside Elementary School, as set forth in Paragraph 6.a., above. The Parties will cooperate in good faith to determine appropriate financial compensation from City to the District in the manner set forth in Paragraph 5(b), above; or
- c. <u>Alternative Service</u>. The City may determine in its sole discretion that it can most efficiently provide sewer service to the Kings Point Development, including Kings Point Development, with construction of a lift station and sewer infrastructure that bypasses the District's sewer infrastructure.
- **9. Termination**. This Agreement will automatically terminate without any further action of the Parties under any one of the following conditions:
- a. This Agreement is replaced by the Master Agreement or other agreement between the Parties.
- b. Upon the occurrence and implementation of the event set forth in Paragraph 8.c., above.
- **10. Amendment.** This Agreement may be amended by the Parties by mutual agreement and in the same manner and with the same authority as this Agreement.
- 11. No Change to Prior Agreements. Unless otherwise expressly set forth herein, nothing herein is intended nor should it be construed to alter any previously existing agreements between the Parties, specifically including but not limited to, the Prior Agreements.

12. Representations.

- a. The District represents and warrants that it is validly existing pursuant to Colorado statutes, that the execution and performance of this Agreement will not violate any provisions of its statutory authority or rules and regulations and that the terms of this Agreement shall be binding on subsequent Board of Directors.
- b. The City represents and warrants that the execution and performance of this Agreement will not violate any provisions of its Charter, ordinances, or covenants contained in any indenture governing issuance and sale of the bonds of the City, or the pledging of its revenues, and that the terms of this Agreement shall be binding on subsequent Councils.
- c. It is the intent of this Agreement to modify, in part, the existing contracts between the Parties, and except as provided herein, all provisions of those existing contracts not amended herein or previously amended, shall remain in full force and effect.
- 13. Binding Effect. On the Effective Date, this Agreement shall be binding upon the respective legal representatives, successors and assigns of the Parties.
- 14. Governing Law and Venue. The Parties hereto agree that exclusive jurisdiction and venue for the resolution of any dispute relating to this Agreement shall lie in the District Court for Arapahoe County, State of Colorado.
- 15. Counterpart Execution. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed an original, all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by electronic delivery and, upon receipt, shall be deemed originals and binding upon the Parties.
- 16. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District or the City or their respective officials, employees, contractors, or agents, or any other person acting on their behalf and, in particular, governmental immunity that may be afforded or available to the District or the City pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.
- 17. Nonassignability. The Parties may not assign their rights or delegate their duties hereunder without the prior written consent of the other Party.

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

(signatures on following pages)

CITY OF AURORA COLORADO, ACTING BY AND THROUGH ITS
UTILITY ENTERPRISE
Bob LeGare, Mayor Date
ATTEST:
$\frac{1}{2} \frac{1}{2} \frac{1}$
Stephen J. Ruger, City Clerk Date
APPROVED AS TO FORM FOR AURORA:
Stephanie 6/26/19 19032947
Stephanie Neitzel, Assistant City Attorney Date ACS#
STATE OF COLORADO)) ss COUNTY OF ARAPAHOE)
The foregoing instrument was acknowledged before me this 18th day of Stores, 2019, by Bob LeGare, Mayor, acting on behalf of the Utility Enterprise of the City of Aurora, Colorado.
Witness my hand and official seal. 144 23, 2021 Chary Lee Daniel Notary Public
My commission expires: $\frac{3/23/21}{}$
(SEAL) Cheryl Lee Daniels Notary Public State of Colorado Notary ID 20014011257 My Commission Expires May 23, 2021

By: Date: 3.22.19

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 22 md day of August, 2019, by O. Karl Kasch for the East Cherry Creek Water and Sanitation District.

Witness my hand and official seal. Notary Public

My commission expires: Uly 20, 2023

(SEAL)

REBECCA A BELLAMY

NOTARY PUBLIC

STATE OF COLORADO

NOTARY ID 19954011188

MY COMMISSION EXPIRES JULY 20, 2023



Planning & Engineering Services 15151 E. Alameda Parkway, Suite 3600 Aurora, Colorado 80012 303.739.7370 Worth Discovering • auroragov.org

06/25/2019

Assessment for Wastewater Flow (Future) from Kings Point Development

This Memorandum provides results of capacity assessment of the existing 8-in sanitary gravity line out of Creekside Elementary School (School Line) to convey flows from the tributary area of Aurora's Kings Point development. The School Line is connected to East Cherry Creek Valley's (ECCV) Basin C Line (which varies from 15" to 27") north of E Arapahoe Rd and extends to the to the Shop Creek lift station (Basin C Line). The Basin C Line is assessed using Aurora Water's (AW) wastewater (WW) model. Figure 1 shows the general site of proposed Kings Point development area.

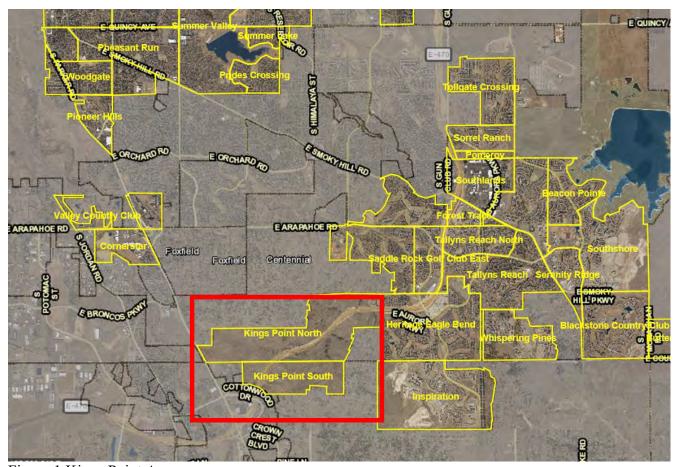


Figure 1 Kings Point Area

Aurora Water Wastewater Model

AECOM developed an All-pipes hydraulic sewer model using InfoSewer software for AW in 2017 as part of the Wastewater Master Plan (WWMP) study. The model used GIS database, as built drawings, pump curves, and input from AW staff.

The model incorporates AW's existing service area which conveys sewer flow to Robert W. Hite Treatment Facility (RWHTF). ECCV, Metro Wastewater Reclamation District (MWRD), and other privately owned systems also tie into AW's sewer system. As part of WWMP, a comprehensive flow monitoring study was conducted to characterize the sewer flow throughout the collection system. This helped to determine the base infiltration, flow from users, and rain dependent inflow and infiltration (RDII) flows.

The system-wide average basin infiltration was determined to be 32% of the average dry weather flow. The system wide average dry weather flow for February 2015 was 35.3 mgd, where 24 mgd was contributed as return flow (84% of indoor use) from water users and 11.4 mgd was contributed as base infiltration.

The model was calibrated using potable water meter records and collection system flow monitoring data for average dry weather flow (ADWQ) (February 2015) using steady state simulation. The calibration included adjusting land use specific return rates and base infiltration to match the monitored flow data. Overall, the model results were within 5% accuracy of the monitored data. Using the calibrated steady state ADWQ model, it was extended and calibrated for peak dry weather flow (PDWQ) and peak wet weather flow (PWWQ). Diurnal curves were developed from observed flow and were normalized to 1.

Kings Point Area Development

The Kings Point Development covers approximately 1,440 acres of area, proposed for development, mostly residential with the mixture of multifamily and single family units. A Neighbor Activity Center (NAC), a golf course, and a school are also planned. The property is located between Parker Road (west), Douglas County Line (south), and residential subdivisions to the north and east (PBS&J, 2002). Figure 2 shows Kings Point area, the existing School Line and ECCV's Basin C Line. The area of Kings Point that is tributary to the ECCV system is approximately 508 acres; the tributary basin is show in Figure 2.

Table 1.1 through Table 1.4 show peak flow calculations using ECCV's design criteria for Kings Point.

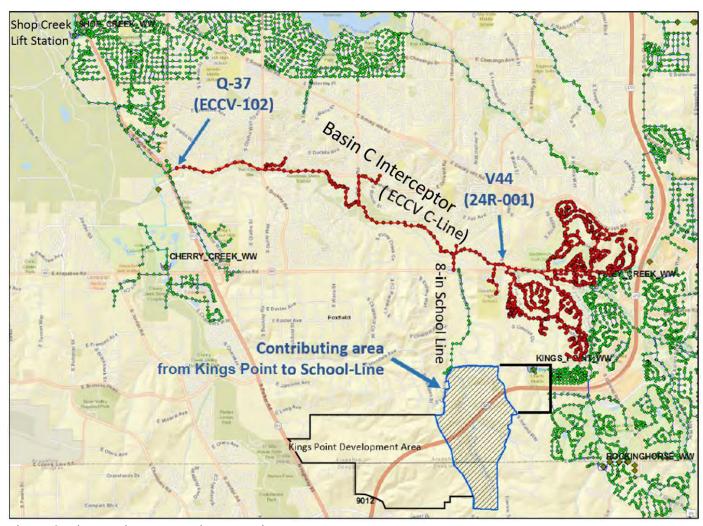


Figure 2 Kings Point Area and Sewer Lines

Table 1-1 Peak Flow Calculation (Kings Point, Filing No. 2) – ECCV Design Criteria

No.	Description	Total Units	Per Capita Factor	Population	Unit Rate gpcd	Average Flow (gpd)	Peaking Factor	Peak Flow (gpd)	Peak Flow (gpm)
1	SF Residential	261	3.2	835	100	83,520	4	334,080	232.0
2	NAC		3.2	64	100	6,400	4	25,600	17.8
3	Inflow and Infiltration (10%)	n/a	n/a	n/a	n/a	n/a	n/a	8,992	6.2
Totals		261		899		89,920	n/a	368,672	256.0

Table 1-2 Peak Flow Calculation (Kings Point, Filing No. 4) – ECCV Design Criteria

No.	Description	Total Units	Per Capita Factor	Population	Unit Rate gpcd	Average Flow (gpd)	Peaking Factor	Peak Flow (gpd)	Peak Flow (gpm)
1	SF Residential	424	3.2	1357	100	135,680	4.0	542,720	376.9
2	Inflow and Infiltration (10%)	n/a	n/a	n/a	n/a	n/a	n/a	13,568	9.4
Totals		424		1357	n/a	135,680		556,288	386.3

Table 1-3 Peak Flow Calculation (Kings Point, South) – ECCV Design Criteria

No.	Description	Total Units	Per Capita Factor	Population	Unit Rate gpcd	Average Flow (gpd)	Peaking Factor	Peak Flow (gpd)	Peak Flow (gpm)
1	SF Residential (100 ac at 4 du/ac)	400	3.2	1280	100	128,000	4.0	512,000	355.6
2	Inflow and Infiltration (10%)	n/a	n/a	n/a	n/a	n/a	n/a	12,800	8.9
Totals		400		1280	n/a	128,000		524,800	364.4

Table 1-4 Peak Flow Totals – ECCV Design Criteria

No.	Description	Total Units	Per Capita Factor	Population	Unit Rate gpcd	Average Flow (gpd)	Peaking Factor	Peak Flow (gpd)	Peak Flow (gpm)
Totals	Sum of totals from tables 1-1, 1-2, and 1-3	1,085	n/a	3536	n/a	353,600	n/a	1,449,760	1,006.7

Capacity of 8-in School Line

The capacity of the existing 8-in School Line from Creekside Elementary School to ECCV's Basin C Line is presented in Table 2. This line has a section with minimum slope of 0.26 % and the capacity is calculated for this slope for Manning's n of 0.013 (Table 2).

Table 2 Capacity of 8-in School Line

Capacity of 8-in Line (from KP)				
	Full Capacity 90% of Full (d/D= 0.7			
Manning's n	Min Slope	(gpm)	(gpm)	
0.013	0.26%	276.6	248.9	

Based on the capacity calculation of the existing School Line, for minimum slope of 0.26% and 0.013 Manning's 'n' (considered reasonable for the existing PVC) the pipe has capacity of 248.9 gpm (rounded to 249 gpm) which is equivalent to 272 SFREs. There is a Neighborhood Activity Center (NAC) planned within this area. Sewer load from the NAC is assumed at 20 SFREs (assuming a 2" water meter, and using Metro Wastewater Reclamation District's SFRE).

The maximum slope of the School Line is 0.055 ft/ft and average slope is 0.0145 ft/ft. Flow from Creekside Elementary school is 4.8 gpm peak flow (with average daily flow of 1.2 gpm based on winter quarter average water meter records and assuming 4.0 as peaking factor), which is subtracted from the available capacity of School Line. Understanding the information regarding historical water meter data, another level of conservatism has been added. Per Metro Wastewater Reclamation District's Rules and Regulations, Creekside Elementary's 3" water meter is equivalent to 43 SFREs. Subtracting 43 SFREs from 272 SFREs produces a difference of 229 SFREs.

Therefore, for the purposes of the agreement between Aurora and ECCV for the use of this line, the available capacity of the School Line is assumed to be 210 gpm or 229 SFREs. Aurora and ECCV will re-evaluate the capacity of the School Line when 75% of the School Line capacity (187 gpm or 205 SFREs, whichever occurs first) is reached. At that time, Aurora and ECCV will work together to determine whether the 229 SFRE limit can be increased.

At buildout of the Kings Point area tributary to the ECCV Basin C Line, the anticipated flow is 1,007 gpm and

therefore the School Line will need to be upsized to 12" and 15" (depending on varying slopes at different sections). The Kings Point Developer will be responsible for funding or constructing the larger diameter line at which time the line will be conveyed to the City of Aurora.

Capacity of Basin C Line

For this study, the available capacity in the Basin C Line for the Kings Point Development's initial phase of 229 SFREs is determined as described below. A 1995 Agreement, titled, "Agreement Concerning Exclusion of Territory", between ECCV and the City of Aurora allocated 2,500 SFREs to the Basin C Line from the Saddle Rock development, located in Aurora. A water meter count was performed on domestic and commercial meters in Aurora's GIS database associated with the parcels tributary to the C-Line east of the School Line connection. Utilizing Metro Wastewater Reclamation District's (MWRD) SFRE equivalent conversion, from Section 7.5.1 of their Rules and Regulations, it was determined that the Saddle Rock development currently utilizes 1957 SFREs out of the 2,500 SFREs allocated per the 1995 agreement. The results of the analysis is shown in Table 3. Therefore, there are 543 SFREs remaining from the allocation. An exhibit of the meters included in the evaluation can be found on Figure 3. Aurora plans on transferring a portion of these remaining 543 SFREs to Kings Point. When the School Line is at capacity with 229 SFREs from Kings Point, there remains an additional 314 SFREs allocated to the Basin C Line per the 1995 agreement.

Table 3 – SFRE Count Upstream of School Line

Meter Size	Count	MWRD SFRE Equivalent	SFREs
0.58	1134	1	1134
0.75	7	2	14
1	11	4.8	52.8
1.5	10	11	110
2	28	20	560
3	0	43	0
4	1	86	86
Total	1191	Total	1956.8

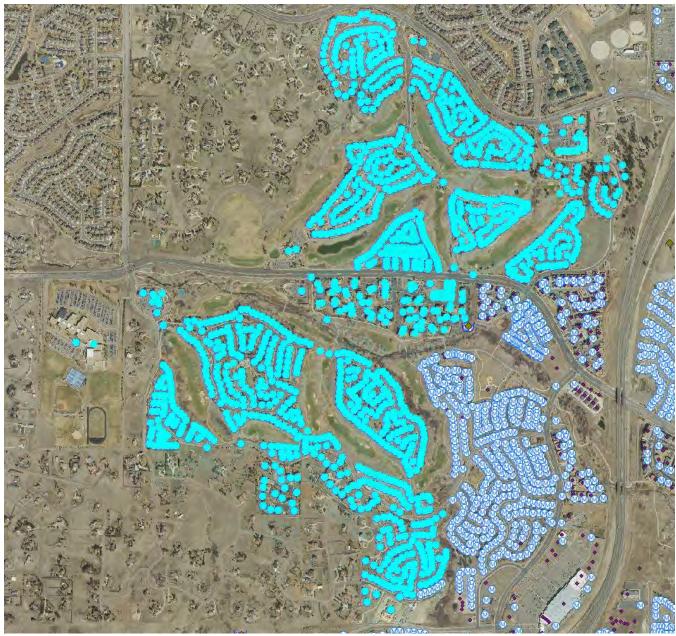


Figure 3 – Addresses and Water Meters Included in SFRE Evaluation

Final Notes

Based on this memorandum, the School Line has a total capacity of 249 gpm with an available capacity of at least 210 gpm that can be used by Kings Point development for up to 229 SFREs. Aurora and ECCV will reevaluate the capacity of the School Line when 75% of the School Line's total capacity (187 gpm or 205 SFREs, whichever occurs first) is reached. At that time, Aurora and ECCV will work together to determine whether the 229 SFRE limit can be increased. Based on the 1995 Agreement and this memorandum, there are 543 available SFREs, tributary to the Basin C-Line, that have not been used, of which a portion will be transferred to the Kings Point development. Therefore, the Basin C-Line can accommodate the 229 SFREs from Kings Point as proposed in this memorandum. Table 4 provides the summary of this analysis.

Table 4 Summary

SN	Description	Value
1	Existing capacity of School Line	272 SFREs or 249 gpm
2	School Line capacity allocated to Kings Point development	229 SFREs or 210 gpm
3	Trigger to re-evaluate allowable SFREs tributary to the School Line	205 SFREs or 187 gpm
4	Peak flow from Kings Point (Buildout), gpm	1,007
	Peak flow from pot. additional SFREs in ECCV 60 (40 within	
5	ECCV service area + 20 SFREs along school line), gpm	13
6	Total potential additional future peak flow to C Line, gpm	1,020

Reference

Core Consultants, 2019. Kings Point Filing No. 2 Contextual Site Plan with Waivers. PBS&J, 2002. Master Utility Report for Kings Point North, Aurora Colorado. NMA Eng. 2002. Preliminary Utility Report for Kings Point Filing No 2.

Water Policy Committee (WPC) Meeting July 11, 2019

Members Present: Council Member Marsha Berzins, Chair; Council Member Nicole Johnston

Vice Chair; Council Member Francoise Bergan

Members Absent:

Others Present: Greg Baker, Leiana Baker, Alex Davis, Rory Franklin, Nancy Freed, Jo Ann

Giddings, Pam Hensley, Janet Marlow (CWAC), Christine McKenney, Dan Mikesell, John Murphy, Stephanie Neitzel, Gail Thrasher, Julius Vaughns,

Sarah Young, Fernando Aranda

1. APPROVAL OF MINUTES

The June 4, 2019, meeting minutes were approved as presented.

2. CONSENT ITEMS

A. Monthly Water Supply Update

B. Construction Change Order Summary Report

C. Position Letters

Summary of Issue and Discussion: None.

Outcome: The Consent items were supported as presented.

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

3. CITIZENS' WATER ADVISORY COMMITTEE QUARTERLY REPORT

Summary of Issue and Discussion: J. Marlow gave on overview of the quarterly report.

Outcome: Informational only.

Follow-Up Action: Informational only.

4. EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT (ECCV) SEWER SERVICE INTERGOVERNMENTAL AGREEMENT (IGA)

Summary of Issue and Discussion: D. Mikesell stated, the purpose of this Intergovernmental Agreement (IGA) is to allow a portion of the Kings Point development in southern Aurora to send sanitary sewer flows to an East Cherry Creek Valley (ECCV) sewer line that would otherwise need to be pumped via a wastewater lift station. ECCV currently owns and operates an eight inch gravity sanitary sewer main that serves a single customer adjacent to the Kings Point development. This IGA allows Aurora to lease capacity in the eight inch line for the first filing of the Kings Point development. It is Aurora Water's preference to provide gravity sanitary sewer service whenever possible. Within the existing sanitary sewer collection system, there are several instances where

ECCV and Aurora flows are jointed. This IGA will formalize the addition of this instance. ECCV and Aurora have come to an agreement on allowable flows to be introduced into the eight inch line and these limitations have been included in the IGA.

<u>Outcome</u>: The East Cherry Creek Valley Sewer Service Agreement will be forwarded to Study Session for consideration.

<u>Follow-Up Action</u>: The East Cherry Creek Valley Sewer Service Agreement will be forwarded to Study Session for consideration.

5. OPTIMAL CORROSION CONTROL REGIONAL EFFORT

Summary of Issue and Discussion: D. Mikesell gave an overview of the history and recent developments pertaining to Denver Water' exceedance of Action Level (AL) of the lead and copper rule. The AL exceedance kicked off a series of events that ultimately led to Denver Water having to complete an Optimal Corrosion Control Treatment (OCCT) Study. The purpose of the OCCT Study was to determine the best water treatment method for control of the corrosivity of the water by performing a series of pilot tests and analyses. The less corrosive the water, the less likely lead will leach from pipes and fixtures, and ultimately the less risk of exposure to individuals in homes with lead service lines or lead containing fixtures. While the results of the initial OCCT Study indicated the pH adjustment was effective in reducing lead levels, it concluded that the most effective chemical solution appeared to be the use of Orthophosphate. Orthophosphate creates a protective layer along the interior surfaces of the lead lines that acts as a barrier to lead pipes. Based on the results of the OCCT Study, on March 20, 2018, the Water Quality Control Division of the Colorado Department of Public Health and Environment issued a decision that required Denver Water to add orthophosphate to their treatment process to reduce the risk of lead exposure by March 20, 2020. Aurora Water, along with several regional partners, challenged the State's decision to use orthophosphate due to the potential negative impacts to downstream waters. The parties believed that the orthophosphate addition may not be the best holistic approach to ensure public health and protect the environment, and believed that further investigation of other solutions was warranted. The state and concerned parties agreed to stay the litigation and entered into a Memorandum of Understating (MOU) to engage further in technical work to evaluate a solution that is protective of public health while also protecting the watershed. A proposed solution in the form of a variance request could equally protect public health while avoiding impacts on downstream waters. It would consist of a three pronged solution including: an accelerated lead service line removal program to remove lead service lines in Denver and its connectors within 15 years, install point-of-use filters in the homes that have lead service lines, and increase pH buffering. Aurora Water will keep the committee updated regarding this item as the variance process proceeds.

Council Member Berzins asked, is Denver Water going to pay for the replacement of the lead lines. D. Mikesell replied, yes. Council Member Bergan stated, the Cherry Creek Basin Water Quality Authority (Council Member Bergan is a Board Member) is concerned that it would flow back into the reservoir. D. Mikesell replied, any time you increase phosphorus in a reservoir it is a concern due to algae blooms. Cherry Creek should not be affected by Denver's runoff due to most of Denver's water use being downstream. Council Member Bergan asked if there is an alternative study to not put that into the pipes. D. Mikesell replied, the alternative is the variance of replacing all the lead service lines in an accelerated fashion, and staying away from the orthophosphate

chemical treatment. Council Member Bergan asked why Denver went there in the first place. D. Mikesell replied, Denver didn't. Denver made a recommendation to increase the pH. The state came back and said no, and that orthophosphate is more protective. That's when Aurora Water and others got involved to avoid orthophosphate in the watersheds. Council Member Berzins stated, are algae blooms because of phosphate that has gone into the ocean. D. Mikesell replied, phosphorus in the water body contributes to algal blooms.

Outcome: Informational only.

Follow-Up Action: Informational only.

6. 2020 UTILITY RATES UPDATE

Summary of Issue and Discussion: F. Aranda stated, a financial plan model update has been completed for the 2020 budget and long term planning. There are no water rate increases proposed for 2020 with an increase of 3.5% in 2021, an increase of 4% for sanitary sewer for 2020, and an increase in the sewer connection fee of 6.8% for 2020. Section 138 Article VII – Storm Drainage has been amended to better define major vs. minor stormwater projects and regional facilities. Additional changes include redefining regional facility construction responsibility. Above ground stormwater infrastructure (major drainageways and ponds) are intertwined with a developers overall site plan and thus City construction of regional facilities ahead of development is usually not practical. The code changes also keep the responsibility for managing stormwater generated by large sites with the developer yet allow for reimbursement if the criteria for a regional project is met. Regional projects will be determined when the City reviews a drainage master plan, and if the project manages stormwater from more than one 130 acre master planned parcel or subdivision.

Council Member Bergan asked, how do we compare with other municipalities in regards to the connection fee? F. Aranda replied, we are in the middle. Council Member Bergan stated, the thick black ice in the winter, are developers responsible for drainage issue and are we trying to make changes in the code? S. Young replied, the drainage is included on the master plan and is reviewed in the review process and during inspections.

Outcome: Informational only.

Follow-Up Action: Informational only.

7. MISCELLANEOUS MATTERS FOR CONSIDERATION

<u>Summary of Issue and Discussion</u>: Rampart Pipeline – S. Young stated, the pipes are being monitored by a fiber optic line to listen for wire breaks. Sections of pipes will be replaced in the fall with steel pipes. Trees are a factor and were not allowed in the original agreement, and will need to be removed. There will be public outreach prior to pipe replacements. Design is underway and construction will be late fall.

Outcome: Informational only.

Follow-Up Action: Informational only.

8. CONFIRM NEXT MEETING

The next meeting is scheduled for August 8, 2019, 1:30 p.m. in the Mt. Elbert Conference Room.

Council Member Berzins

Chair - Water Policy Committee

Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving an Intergovernmental Agreement between the City of Aurora, Colorado and Douglas County, Colorado for a coordinated election to be held November 5, 2019. (Staff requests a waiver of reconsideration).

Presenter: Stephen Ruger, City Clerk

Motion by Watson, second by Bergan, to approve item 10c with a waiver of reconsideration.

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

→ d. R2019-69

Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, for the Intergovernmental Agreement (IGA) between Regional Transportation District (RTD) and the City of Aurora for the design, construction, maintenance, marketing, and patron access administration of bicycle shelters.

Presenter: Scott Bauman, Parking Program Manager

Motion by Roth, second by Watson, to approve item 10d.

Council Member Hiltz stated she was not opposed to the specific item but wondered how to get an IGA with RTD for bus shelters in the future.

Scott Bauman, Manager, Mobility Services, discussed the history of the ordinance, noting it was initiated over four years to increase ridership.

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

e. R2019-70

Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the Intergovernmental Agreement by and between the City of Aurora, Colorado, acting by and through its Utility Enterprise, and the East Cherry Creek Valley Water and Sanitation District (Kings Point Development)

Presenter: Sarah Young, Deputy Director Water Planning/Engineering

Motion by Roth, second by Murillo, to approve item 10e.

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

• f. **R2019-71**

Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, for the Purchase and Sale Agreement between the City of Aurora and the Trust for Public Land for the acquisition of a parcel of real property (Buckley Parcel 14)

Presenter: Patricia Schuler, Manager of Open Space & Natural Resource Ops.

Motion by Watson, second by Roth, to approve item 10f.

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

♦ g. R2019-72

Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, for the Amendment #2 of the Intergovernmental Agreement between the City of Aurora and the State of Colorado for the Toll Gate Regional Trail Phase 2. (Staff request a Waiver of Reconsideration) (This item also appears on the

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



CITY OF AURORALate Submission Approval for Agenda Item

Item Title: IGA between AFR and State of CO Human Svcs		
Item Initiator: Inass Bounouar, Support Specialist Supervis	or	
Staff Source/Legal Source: Rodney Weber, Deputy Chief /	Angela Garcia, Senior Assistant City	/ Attorney
Outside Speaker: n/a		
Council Goal: Safe: Promoting safety in our built environme responding to emergencies appropriately to preserve and enh	nt through effective administration c ance the community's sense of secu	of city codes and ordinances and rity and well-being.
CRITERIA - PLEASE CONSIDER ITEM FOR LATE SUBMISSI	ON FOR THE FOLLOWING REASO	DN:
🐒 There is a time-sensitive legal requirement that must be m	et and cannot be met by a future me	eeting date
☐ The delay will result in an adverse financial impact to the ci	ty	
☐ The item is related to a disaster and must be addressed bef	ore the next available meeting	
COUNCIL MEETING DATES FOR LATE SUBMISSION: Study Session: 5/5/25		
Regular Meeting: n/a		
EXPLANATION: (Please provide a detailed explanation as to wat may not be set for a future meeting date.)	hy the item falls into one or more o	f the above criteria and why it
This item was approved in the last Public Safety Policy Commit Meeting to avoid further delay.	tee Meeting and needs to be pushed	l through Study Session and Cour
understand the agenda item will not be added to the agenda. The agenda item will not be added to the agenda if the workflow he agenda deadline calendar.		
nass Bounouar	Alec Oughton	
Agenda Item Initiator Name	Late Submission Approver N	Name (Council Appointee or DCM)
√nass Bounouar 4/21/2025	Mun Calt-	4/21/2025
Agenda Item Initiator Signature Date	Vate Submission Approver S	Signature Date



CITY OF AURORACouncil Agenda Commentary

Item Title: Intergovernmental Agreement (IGA) between Aurora Fire Rescue and the State of Colorado Human Services (Resolution)					
Item Initiator: Inass Bounouar, Support Specialist Supervisor, Fire					
Staff Source/Legal Source: Rodney Weber, Deputy Chief, Aurora F	Fire Rescue / Angela Garcia, Senior Assistant City Attorney				
Outside Speaker: N/A					
Strategic Outcome: Safe: Promoting safety in our built environmen ordinances and responding to emergencies appropriately to preserve a being.					
COUNCIL MEETING DATES:					
Study Session: 5/5/2024					
Regular Meeting: 5/19/2025					
2 nd Regular Meeting (if applicable): N/A					
Item requires a Public Hearing: \square Yes \boxtimes N	Item requires a Public Hearing: \square Yes \boxtimes No				
ITEM DETAILS (Click in highlighted area below bullet point list to en	nter applicable information.)				
 Waiver of reconsideration requested, and if so, Sponsor name Staff source name and title / Legal source name Outside speaker name and organization Estimated time: (For Study Session items only and discussion) 	·				
Rodney Weber, Deputy Chief, Aurora Fire Rescue / Ang Estimated time: 10 mins	gela Garcia, Senior Assistant City Attorney				
ACTIONS(S) PROPOSED (Check all appropriate actions)					
☐ Approve Item and Move Forward to Study Session	$\hfill \square$ 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.	ve.				

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Public Safety, Courts & Civil Service

Policy Committee Date: 4/10/2025

Action Taken/Follow-up: (Check all that apply)	
☐ Recommends Approval	☐ Does Not Recommend Approval
☐ Forwarded Without Recommendation	
☐ Minutes Attached	
HISTORY (Dates reviewed by City council, Policy Commonts. ATTACH MINUTES OF COUNCIL MEETINGS, PO	mittees, Boards and Commissions, or Staff. Summarize pertinent DLICY COMMITTEES AND BOARDS AND COMMISSIONS.)
N/A	
ITEM SUMMARY (Brief description of item, discussion	n, key points, recommendations, etc.)
	Rescue and State of CO Human Services – Veteran Community provide all reviews, inspections, and oversight for fire and
FISCAL IMPACT	
Select all that apply. (If no fiscal impact, click that b	pox and skip to "Questions for Council")
□ Revenue Impact □ Budgeted Expenditure Im □ Workload Impact □ No Fiscal Impact REVENUE IMPACT Provide the revenue impact or N/A if no impact. (What Provide additional detail as necessary.)	npact Non-Budgeted Expenditure Impact at is the estimated impact on revenue? What funds would be impacted?
	o impact. (List Org/Account # and fund. What is the amount of budget m existing programs/services? Provide additional detail as necessary.)
	'A if no impact. (Provide information on non-budgeted costs. Include Charges, and Capital needs. Provide additional detail as necessary.)
WORKLOAD IMPACT Provide the workload impact or N/A if no impact. (Wineeded, provide numbers and types of positions, and	ill more staff be needed or is the change absorbable? If new FTE(s) are d a duty summary. Provide additional detail as necessary.)

QUESTIONS FOR COUNCIL

Does City Council approve of moving the item forward to a regular City Council meeting?

LEGAL COMMENTS

Governments may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units only if such cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve. (Colo. Rev. Stat., Sec. 29-1-203(1)). City Council may, by resolution, enter into Intergovernmental Agreements with other governmental units or special districts for the joint use of buildings, equipment or facilities, and for furnishing or receiving commodities or services. (City Charter, Art. 10-12). The Mayor must sign all intergovernmental agreements to which the city is a party. (City Code, Sec. 2-31(b)(2)). (Garcia)

RESOLUTION NO. R2025-

A RESOLUTION BY THE CITY COUNCIL OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF COLORADO / COLORADO DEPARTMENT OF HUMAN SERVICES / VETERAN COMMUNITY LIVING CENTER AT FITZSIMONS AND THE CITY OF AURORA – AURORA FIRE RESCUE FOR THE PROVISION OF OVERSIGHT FOR FIRE AND RELATED LIFE-SAFETY SERVICES

WHEREAS, the State of Colorado, Colorado Department of Human Services/Veteran Community Living Center at Fitzsimons recognizes the life-safety services provided by Aurora Fire Rescue; and

WHEREAS, the State of Colorado facilities that are located within the City of Aurora fall under the jurisdiction of Aurora Fire Rescue; and

WHEREAS, this Intergovernmental Agreement defines the services provided by Aurora Fire Rescue for the protection of the State of Colorado, Colorado Department of Human Services/Veteran Community Living Center at Fitzsimons facilities; and

WHEREAS, the State of Colorado, Colorado Department of Human Services/ Veteran Community Living Center at Fitzsimons has an obligation to abide by the decisions made by Aurora Fire Rescue in the following areas governed by life safety and fire safety codes:

- Building Construction Plan Review and Related Inspections (fire and related life safety issues)
- Fire Safety Inspections
- Fire Safety Permits

and;

WHEREAS, it is in the best interests of the State of Colorado, Colorado Department of Human Services/Veteran Community Living Center at Fitzsimons facilities that Aurora Fire Rescue provide all reviews, inspections, and oversight for fire and related life-safety issues for these facilities; and

WHEREAS, the City of Aurora is authorized, pursuant to Article XIV of the Colorado Constitution and Section 29-1-201, *et seq.*, of the Colorado Revied 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.

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

<u>Section 1.</u> The Intergovernmental Agreement between the State of Colorado / Colorado Department of Human Services/Veteran Community Living Center at Fitzsimons and the City of

Aurora – Aurora Fire Rescue for the provision of oversight for fire and related life-safety services is hereby approved.

<u>Section 2.</u> 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.

<u>Section 3.</u> All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AN	ND PASSED this	day of	, 2025.	
ATTEST:			MIKE COFFMAN, Mayor	
KADEE RODRIGUEZ,	City Clerk			
APPROVED AS TO FO Logel L. Casia	ORM: <i>WP</i>			

ANGELA L. GARCIA, Senior Assistant City Attorney



State of Colorado **Department of Human Services Contract**

Signature and Cover Pages

CMS #: 25 IHHA 195783

eClearance#:2420095

State Agency

Colorado Department of Human Services Veteran Community Living Center at **Fitzsimons**

Contractor

City if Aurora - Aurora Fire Rescue, a municipality and political subdivision of the State of Colorado

Contractor's State of Incorporation: CO

Contract Performance Beginning Date

Contract Maximum Amount

Initial Term

State Fiscal Year 2025 \$0.00 **Extension Terms** State Fiscal Year 2026 \$0.00 State Fiscal Year 2027 State Fiscal Year 2028 State Fiscal Year 2029

\$0.00 \$0.00 \$0.00

\$0.00

Maximum Amount for All Fiscal Years

Initial Contract Expiration Date June 30, 2025

Except as stated in §2.D, the total duration of this Contract, including the exercise of any options to extend, shall not exceed five Years

The later of the Effective Date or January 01,

from its Performance Beginning Date.

Pricing/Funding

Price Structure: No cost associated with this

contract

Contractor shall invoice: NA

Fund Source: NA

Options

2025

The State shall have the following options if indicated with "Yes," as further described in §2.C and §5.B.v:

Option to Extend Term per §2.C: Yes. Option to Increase or Decrease Maximum

Amount per §5.B.v: No.



Insurance

Contractor shall maintain the following insurance if indicated with "Yes," as further described in §10:

Worker's Compensation: Yes General Liability: Yes Automobile Liability: Yes. Protected Information: No.

Professional Liability Insurance: Yes. Cyber/Net. Security-Privacy Liability

Insurance: No. Crime Insurance: No.

State Representative

Eduardo D. Lucero, AIA Director, Division of Facilities Management

4112 South Knox Court, Denver CO 80236

Eduardo.Lucero@state.co.us

Miscellaneous

Authority to enter into this Contract exists in: 24-30-1403(2)(a)

Law-Specified Vendor Statute (if any): NA

Procurement Method: Exempt Solicitation Number (if any):NA

Contractor Representative

Rodney J Weber Community Operations Deputy Chief Aurora Fire Rescue | City of Aurora

RWeber@auroragov.org

P: 303.326.8961 C: 720.402.8794

Exhibits

The following Exhibits are attached and incorporated into this Contract: Exhibit A - INTERGOVERNMENTAL AGREEMENT

Contract Purpose

Aurora Fire Rescue provide all reviews, inspections, and oversight for fire and related life-safety issues for these facilities.

Signature Page Begins on Next Page

The rest of this page is intentionally left blank.



The parties hereto have executed this contract

Each person signing this Contract represents and warrants that he or she is duly authorized to execute this Contract and to bind the Party authorizing his or her signature.

Contractor City if Aurora - Aurora Fire Rescue, a municipality and political subdivision of the State of Colorado	State of Colorado Jared S. Polis, Governor Department of Human Services Michelle Barnes, Executive Director
By: Michael Harold Coffman, Mayor	
Date:	By: Eduardo D. Lucero,Director,Division of Facilities Management
2 nd Contractor Signature	Date:
By: Kadee Rodriguez, City Clerk Date:	DEPARTMENT OF PERSONNEL & ADMINISTRATION State Buildings Program State Architect (or authorized Delegate)
3rd Contractor Signature	
By: Angela L. Garcia, Sr. Assistant City Attorney	By: Stanford Lee, State Buildings Program Delegate
Date: <u>February 12, 2025</u>	Date:
State Controller or a State C	act is not valid until signed and dated below by the n authorized delegate. ontroller , CPA, MBA, JD
By:	
Effective Date:	
Signature and	Cover Pages End



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1. Parties

This Contract is entered into by and between Contractor named on the Signature and Cover Pages for this Contract (the "Contractor"), and the STATE OF COLORADO acting by and through the Department of Human Services (the "State" or "CDHS"). Contractor and the State agree to the terms and conditions in this Contract.



2. Term and Effective Date

A. Effective Date

This Contract shall not be valid or enforceable until the Effective Date. The State shall not be bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

B. Initial Term

The Parties' respective performances under this Contract shall commence on the Contract Performance Beginning Date shown on the Signature and Cover Pages for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Signature and Cover Pages for this Contract (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this Contract.

C. Extension Terms - State's Option

If the Signature and Cover Pages for this Contract shows that the State has the Option to Extend Term, then the State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, at the same rates and under the same terms specified in the Contract (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to §21 "Sample Option Letter." The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract. Except as stated in §2.D, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date, or the number of years specified on the Signature and Cover Pages if such number is less than 5 years, absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in §15, may unilaterally extend such Initial Term or Extension Term for a period not to exceed 2 months (an "End of Term Extension" or "Holdover"), regardless of whether additional Extension



Terms are available or not. Any such extension shall be under the same terms and conditions of the operative Contract including, but not limited to, prices, rates, and service delivery requirements. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of the Contract.

E. Early Termination in the Public Interest

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract in whole or in part. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Contract by the State for Breach of Contract by Contractor, which shall be governed by §12.A.i.

i. Method and Content

The State shall notify Contractor of such termination in accordance with §15. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Contractor shall be subject to the rights and obligations set forth in §12.A.i.a.

iii. Payments

If the State terminates this Contract in the public interest, the State shall pay Contractor an amount equal to the percentage of the total reimbursement payable under this Contract that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Contract is less than 60% completed, as determined by the State, the State may reimburse Contractor for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by Contractor which are directly attributable to the uncompleted portion of



Contractor's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

3. Definitions

The following terms shall be construed and interpreted as follows:

- A. "Breach of Contract" means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization, or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under § 24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.
- B. "Business Day" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays as listed in § 24-11-101(1) C.R.S.
- C. "Chief Procurement Officer" means the individual to whom the Executive Director has delegated his or her authority pursuant to \$24-102-202, C.R.S. to procure or supervise the procurement of all supplies and services needed by the State.
- D. "CJI" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under 24-72-302 C.R.S.
- E. "Contract" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto. For purposes of clarification and the removal of any doubt, subject to any future modifications thereto, the Signature and Cover Pages and Sections 1 through 21, as identified in the Table of Contents herein above, shall constitute the "main body" of this Contract exclusively.
- F. "Contract Funds" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.
- G. "CORA" means the Colorado Open Records Act, § § 24-72-200.1 et. seq., C.R.S. Page 4 of 44



- H. "Deliverable" means the outcome to be achieved or output to be provided, in the form of a tangible object or software that is produced as a result of Contractor's Work that is intended to be delivered to the State by the Contractor.
- I. "Effective Date" means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in § 24-37.5-102(2.6), then Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State's Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature and Cover Page for this Contract.
- J. "End of Term Extension" means the time period defined in § 2.D.
- K. "Exhibits" means the exhibits and attachments included with this Contract as shown on the Signature and Cover Pages for this Contract.
- L. "Extension Term" means the time period defined in § 2.C.
- M. "Goods" means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.
- N. "Incident" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in § \$24-37.5-401, et. seq., C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.
- O. "Initial Term" means the time period defined in § 2.B.
- P. "Party" means the State or Contractor, and "Parties" means both the State and Contractor.
- Q. "PCI" means payment card information including any data related to credit card holders' names, credit card numbers, or other credit card information as may be protected by State or federal law.



- R. "PHI" means any individually identifiable health information, transmitted or maintained in electronic or any form or medium, including but not limited to demographic information,, (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the Federal Health Insurance Portability and Accountability Act.
- S. "PII" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in § 24-72-501 and 24-73-101, C.R.S. "PII" shall also mean "Personal Identifying Information" as set forth in § 24-74-102, et. seq., C.R.S.
- T. "Services" means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.
- U. "State Confidential Information" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, Educational Records, Substance Use Disorder Information, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- V. "State Fiscal Rules" means the fiscal rules promulgated by the Colorado State Controller pursuant to § 24-30-202(13)(a), C.R.S.



- W. "State Fiscal Year" means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- X. "State Records" means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- Y. "Subcontractor" means any third-parties engaged by Contractor to aid in performance of the Work.
- Z. "Tax Information" means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax information includes but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.
- AA. "Work" means the Goods delivered and Services performed pursuant to this Contract.
- BB. "Work Product" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Contract that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. Statement of Work

Contractor shall complete the Work as described in this Contract and in accordance with the provisions of the Exhibits. The State shall have no liability to compensate Contractor for the delivery of any goods or the performance of any services that are not specifically set forth in this Contract.



5. Payments to Contractor

A. Maximum Amount

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. The State shall not pay Contractor any amount under this Contract that exceeds the Contract Maximum for that term shown on the Signature and Cover Pages for this Contract.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Contractor in the amounts and in accordance with the Exhibits.
- b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State. Invoicing is a material component of Contract performance and corresponding Deliverables. Invoices shall be due to the State within 45 days of work performed by the Contractor, unless otherwise stated in the Exhibits hereto. Invoicing shall be done accurately and per any specifications set forth in the Exhibits hereto. Time is of the essence in this regard. If Contractor fails to timely and/or properly invoice the State, the State may not be obligated to pay the bill resulting from said invoice. Failure to timely and/or properly invoice the State is a material breach of this Contract which would be cause for the State to refuse payment and/or terminate the contract on these grounds in whole or in part, at the State's discretion.
- c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Contract.

ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that



interest shall not accrue on unpaid amounts that the State disputes in writing. Contractor shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Payment Disputes

If Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the State in writing of its dispute within 30 days following the earlier to occur of Contractor's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Contractor and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Contract Funds the State's obligation to pay Contractor shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in §2.E.

v. Option to Increase Maximum Amount

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If the Signature and Cover Pages for this Contract show that the State has the Option to Increase or Decrease Maximum Amount, then the State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon the rates established in this Contract, and increase or decrease the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to §21 "Sample Option Letter." Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract. The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract.

6. Reporting - Notification

A. Quarterly Reports.

In addition to any reports required pursuant to §17 or pursuant to any other Exhibit, for any contract having a term longer than three months, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State at the time or times specified by the State in this Contract, or, if no time is specified in this Contract, not later than five Business Days following the end of each calendar quarter.

B. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 5 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified on the Signature and Cover Pages for this Contract.

C. Performance Outside the State of Colorado or the United States, § 24-102-206 C.R.S.

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with §15 and in a form designated by the State, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado or the United States, or its execution of



an agreement with a Subcontractor to perform, Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a Breach of Contract. This section shall not apply if the Contract Funds include any federal funds.

7. Contractor Records

A. Maintenance

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"). Contractor Records shall include all documents, records, communications, notes and other materials maintained by Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: (i) the date three years after the date this Contract expires or is terminated, (ii) final payment under this Contract is made, (iii) the resolution of any pending Contract matters, or (iv) if an audit is occurring, or Contractor has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the "Record Retention Period").

B. Inspection

Contractor shall permit the State, the federal government, and any duly authorized agent of a governmental entity, to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State, the federal government, and any other duly authorized agent of a governmental agency, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by the State. The State shall



monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

D. Final Audit Report

Contractor shall promptly submit to the State a copy of any final audit report of an audit performed on Contractor's records that relates to or affects this Contract or the Work, whether the audit is conducted by Contractor or a third party.

8. Confidential Information-State Records

A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law or approved in writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors shall provide for the security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Contract as an Exhibit, if applicable, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and (iv) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Contract, if applicable. Contractor shall immediately forward any request or demand for State Records to the State's Principal Representative.

B. Other Entity Access and Nondisclosure Agreements

Contractor may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Contract. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure



provisions at least as protective as those in this Contract, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Contractor shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

C. Use, Security, and Retention

Contractor shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Contractor shall provide the State with access, subject to Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Contract, Contractor shall return State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, Contractor shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that Contractor and its Subcontractors are not the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State, at no additional cost to the State. The State may adjust or direct modifications to this plan in its sole discretion, and Contractor shall make all modifications as directed by the State. If Contractor cannot produce its analysis and plan within the allotted time, the State, in its discretion, may perform such analysis and produce a remediation plan, and Contractor shall reimburse the State for the actual costs thereof. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

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E. Data Protection and Handling

Contractor shall ensure that all State Records and Work Product in the possession of Contractor or any Subcontractors are protected and handled in accordance with the requirements of this Contract, including the requirements of any Exhibits hereto, at all times.

F. Safeguarding PII

If Contractor or any of its subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "third-party service provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 et seq., C.R.S. in addition, as set forth in § 24-74-102, et. seq., C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification described in Section 21 below on an annual basis Contractor's duty and obligation to certify as set forth in Section 21 below shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any subcontractors to perform Services requiring direct access to state databases containing PII, Contractor shall require such subcontractors to execute and deliver the certification to the State on an annual basis, so long as the subcontractor has access to State databases containing PII.

9. Conflicts of Interest

A. Actual Conflicts of Interest

Contractor shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Contract. Such a conflict of interest would arise when a Contractor or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of Contract.



B. Apparent Conflicts of Interest

Contractor acknowledges that, with respect to this Contract, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations under this Contract.

C. Disclosure To the State

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Contract.

D. Contractor acknowledges that all state employees are subject to the ethical principles described in §24-18-105, C.R.S. Contractor further acknowledges that state employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this contract.

10. Insurance

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract to the extent that such insurance policies are required as shown on the Signature and Cover Page for this Contract. All insurance policies required by this Contract shall be issued by insurance companies as approved by the State. These insurance requirements shall not be construed as caps or limitations on liability.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Contractor or Subcontractor employees acting within the course and scope of their employment.



B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any one fire.

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

D. Protected Information

Liability insurance covering all civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and all loss income or extra expense as a result of actual or alleged breach, violation or infringement of a right to privacy, consumer data protection law, confidentiality or other legal protection for personal information as well as State Confidential Information with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$2,000,000 general aggregate.
- iii. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 10 or fewer individuals or revenues of \$250,000 or less, Contractor shall maintain limits of not less than \$50,000.
- iv. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 25 or fewer individuals or revenues of \$500,000 or less, Contractor shall maintain limits of not less than \$100,000.

E. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

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- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

G. Cyber/Network Security and Privacy Liability

Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$2,000,000 general aggregate.

H. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors.

I. Primacy of Coverage

Coverage required of Contractor and each Subcontractor shall be primary and noncontributory over any insurance or self-insurance program carried by Contractor or the State.

J. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days



prior notice to Contractor and Contractor shall forward such notice to the State in accordance with §15 within seven days of Contractor's receipt of such notice.

K. Subrogation Waiver

All insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

L. Public Entities

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §§24-10-101, et seq., C.R.S. (the "GIA"), Contractor shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Contractor shall ensure that the Subcontractor maintains at all times during the terms of this Contract, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

M. Certificates

Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within seven Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within seven Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract within seven Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.



11. Breach of Contract

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in the Contract in order to protect the public interest of the State; or if Contractor is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

12. Remedies

A. State's Remedies

If Contractor is in breach under any provision of this Contract and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Contract or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach of Contract

In the event of Contractor's uncured breach, the State may terminate this entire Contract or any part of this Contract. Contractor shall continue performance of this Contract to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of



Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Contractor for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Contract had been terminated in the public interest under §2.E.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State in connection with any breach by Contractor, and the State may withhold payment to Contractor for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Contractor after the suspension of performance.

b. Withhold Payment



Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Contractor's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, as approved by the State, (i) secure that right to use such Work for the State and Contractor; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in §11 and the dispute resolution process in §14, shall have all remedies available at law and equity.

13. State's Right of Removal

The State retains the right to demand, at any time, regardless of whether Contractor is in breach, the immediate removal of any of Contractor's employees, agents, or subcontractors from the work whom the State, in its sole discretion, deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the State to be contrary to the public interest or the State's best interest.

14. Dispute Resolution

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract which cannot be resolved by the designated Contract representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Contractor for resolution.



B. Resolution of Controversies

If the initial resolution described in §14.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDHS as described in §24-102-202(3), C.R.S. for resolution in accordance with the provisions of §24-106-109, C.R.S., and §§24-109-101.1 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the Executive Director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

15. Notices and Representatives

Each individual identified on the Signature and Cover Pages shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth on the Signature and Cover Pages for this Contract or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Signature and Cover Pages for this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this section without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

16. Rights in Work Product and Other Information

A. Work Product

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Contractor hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright

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applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Contractor cannot make any of the assignments required by this section, Contractor hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Contractor grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Contractor that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

iii. Assignments and Assistance

Whether or not Contractor is under contract with the State at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. To the extent that Work Product would fall under the definition of "works made for hire" under 17 U.S.C.S. §101, the Parties intend the Work Product to be a work made for hire. Contractor assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of The State

Except to the extent specifically provided elsewhere in this Contract, all State Records, documents, text, software, (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and

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information provided by or on behalf of the State to Contractor are the exclusive property of the State (collectively, "State Materials"). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor's obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Contractor

Contractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Contractor including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Contractor Property"). Contractor Property shall be licensed to the State as set forth in this Contract or a State approved license agreement:

- i. entered into as exhibits to this Contract;
- ii. obtained by the State from the applicable third-party vendor; or
- iii. in the case of open source software, the license terms set forth in the applicable open source license agreement.

17. Statewide Contract Management System

If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Contractor agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Contractor's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller Policies.

18. General Provisions

A. Assignment

Contractor's rights and obligations under this Contract are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at



assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by the State shall be subject to the provisions of this Contract.

B. Subcontracts

Unless other restrictions are required elsewhere in this Contract, Contractor shall not enter into any subcontract in connection with its obligations under this Contract without providing notice to the State. The State may reject any such subcontract, and Contractor shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any Work after that Subcontractor's subcontract has been rejected by the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

C. Binding Effect

Except as otherwise provided in §18.A., all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Contract to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.



F. Counterparts

This Contract may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Contract represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this Contract using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Contract to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Contract.



K. Order of Precedence

In the event of a conflict or inconsistency between this Contract and any Exhibits or attachments such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i. HIPAA Business Associate Agreement (if any).
- ii. Federal Provisions (if any).
- iii. Colorado Special Provisions in §19 of the main body of this Contract.
- iv. Information Technology Provisions Exhibit (if any).
- v. The provisions of the other sections of the main body of this Contract.
- vi. PII Certification (if any)
- vii. Any other Exhibit(s) shall take precedence in alphabetical order.

L. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Contract.

M. Severability

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of the Contract.

N. Survival of Certain Contract Terms

Any provision of this Contract that imposes an obligation on a Party after termination or expiration of the Contract shall survive the termination or expiration of the Contract and shall be enforceable by the other Party.



Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), et seq. C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

P. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §18.A., this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

Q. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

R. Cora Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

S. Standard and Manner of Performance

Contractor shall perform its obligations under this Contract in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession.



T. Licenses, Permits, and Other Authorizations.

Contractor shall secure, prior to the Effective Date, and maintain at all times during the term of this Contract, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Contract, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all licenses, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

U. Indemnification

i. Applicability

This entire §18.U does not apply to Contractor if Contractor is a "public entity" within the meaning of the GIA.

ii. General Indemnification

Contractor shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with this Contract.

iii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Contractor in violation of §8 may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the State in relation to any act or omission by Contractor, or its employees, agents, assigns, or Subcontractors in violation of §8.

iv. Intellectual Property Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that



any Deliverable, Good or Service, software, or Work Product provided by Contractor under this Contract (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. Contractor's obligations hereunder shall not extend to the combination of any IP Deliverables provided by Contractor with any other product, system, or method, unless the other product, system, or method is (a) provided by Contractor or Contractor's subsidiaries or affiliates; (b) specified by Contractor to work with the IP Deliverables; (c) reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function; or (d) is reasonably expected to be used in combination with the IP Deliverables.

v. Accessibility

- a. Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the Governor's Office of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- b. The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by the Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S.
- c. Accessibility Indemnification: Contractor shall indemnify, save, and hold harmless the state, its employees, agents and assignees (collectively, the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Contractor's failure to comply with §§24-85-101, et seq., C.R.S., or the *Accessibility Standards for Individuals with a Disability* as established by the Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S.

V. Other

Compliance with State and Federal Law, Regulations, & Executive
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Orders

Contractor shall comply with all State and, if Federal funding is involved, Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Contract.

19. Colorado Special Provisions (Colorado Fiscal Rule 3-3)

These Special Provisions apply to all contracts except where noted below.

A. Statutory Approval. § 24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. Fund Availability. § 24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. Governmental Immunity.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. Independent Contractor.

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly



set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. Compliance With Law.

Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Choice of Law, Jurisdiction, and Venue.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. Prohibited Terms.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109, C.R.S.

H. Software Piracy Prohibition.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any



remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. Employee Financial Interest/Conflict of Interest. § § 24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

J. Vendor Offset and Erroneous Payments. § § 24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for:

- i. unpaid child support debts or child support arrearages;
- ii. unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, et seq., C.R.S.;
- iii. unpaid loans due to the Student Loan Division of the Department of Higher Education;
 - iv. amounts required to be paid to the Unemployment Compensation Fund; and
- v. other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.



20. Department of Human Services Provisions

A. Exclusion, Debarment and/or Suspension

Contractor represents and warrants that Contractor, its employees, agents, assigns, or Subcontractors, are not presently excluded from participation, debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise ineligible to participate in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program by any federal or State of Colorado department or agency. If Contractor, its employees, agents, assigns, or Subcontractors, are excluded from participation, or becomes otherwise ineligible to participate in any such program during the term of this Contract, Contractor shall notify the State in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to Contractor, the State may immediately terminate this Contract.

B. Emergency Planning

If Contractor provides Work that is an extension of State work performed as part of the State of Colorado Emergency Operations Plan or for a publicly funded safety net program, as defined by C.R.S. § 24-33.5-701 et seq., Contractor shall perform the Work in accordance with the State's Emergency Operations Plan or continuity of operations plan in the event of an emergency. If requested, Contractor shall provide a plan and reporting information to ensure compliance with the State's Emergency Operations Plan and C.R.S. § 24-33.5-701 et seq.

C. Restrictions On Public Benefits

If applicable, Contractor shall comply with C.R.S. §§ 24-76.5-101 - 103 exactly as the State is required to comply with C.R.S. §§ 24-76.5-101 - 103.

D. Discrimination

Contractor shall not:

- i. discriminate against any person on the basis of gender, race, ethnicity, religion, national origin, age, sexual orientation, gender identity, citizenship status, education, disability, socio-economic status, or any other identity.
- ii. exclude from participation in, or deny benefits to any qualified individual with a disability, by reason of such disability.



Any person who thinks he/she has been discriminated against as related to the performance of this Contract has the right to assert a claim, Colorado Civil Rights Division, C.R.S. §24-34-301, et seq.

E. Criminal Background Check

Pursuant to C.R.S. §27-90-111 and CDHS Policy VI-2.4, any independent contractor, and its agent(s), who is designated by the Executive Director or the Executive Director's designee to be a contracting employee under C.R.S. §27-90-111, who has direct contact with vulnerable persons in a state-operated facility, or who provides state-funded services that involve direct contact with vulnerable persons in the vulnerable person's home or residence, shall:

- i. submit to and successfully pass a criminal background check, and
- ii. report any arrests, charges, or summonses for any disqualifying offense as specified by C.R.S. §27-90-111 to the State.

Any Contractor or its agent(s), who does not comply with C.R.S. §27-90-111 and CDHS Policy VI-2.4, may, at the sole discretion of the State, be suspended or terminated.

F. Fraud Policy

Contractor shall comply with the current CDHS Fraud Policy.

G. C-Stat - Performance Based Program Analysis and Management Strategy (C-Stat Strategy)

Without any additional cost to the State, Contractor shall collect and maintain Contract performance data, as determined solely by the State. Upon request, Contractor shall provide the Contract performance data to the State. This provision does not allow the State to impose unilateral changes to performance requirements.

H. COVID-19 Pandemic

CDHS operates many facilities across the State and with regard to the COVID-19 Pandemic, Contractor may be subject to local or state public health orders, Department policy, individual facility policy, or any other requirement that could impose additional requirements on the Contractor. If so, Contractor shall promptly comply upon notice.

21. Third Party Certification for Access to PII Through a Database or Automated Network

Pursuant to § 24-74-105, C.R.S, if Contractor is to be granted access to Personal Identifying Information through a database or automated network that is not publicly available information, Contractor certifies, and will certify annually, under penalty of perjury that Contractor has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

If Contractor's agents, employees, assigns or Subcontractors require certification pursuant to § 24-74-105, C.R.S., Contractor shall require annually that its agents, employees, assigns or Subcontractors sign and date the following certifications as applicable, which shall be made available to the State upon request:

For an individual: Pursuant to § 24-74-105, C.R.S., I hereby certify under the penalty of perjury that I have not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a courtissued subpoena, warrant or order.

For and entity/organization: Pursuant to § 24-74-105, C.R.S., I, _______, on behalf of ________ (legal name of entity / organization) (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a courtissued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.



22. Federal Provisions

A. Applicability of Provisions.

- i. This Federal Provisions section shall apply in the event that the Contract is funded, in whole or in part, with an Award of Federal funds. Contractor shall confirm with their CDHS Contact for their Contract if this Contract is funded in whole or in part by federal funds. Where Federal funds are not used to fund this Contract, then this Federal Provisions section shall not apply, but remains in this Contract due to the template nature of this Contract.
- ii. If the Contract is funded in whole or in part with Federal funds, and in the event of a conflict between this Federal Provisions section, the Special Provisions, the body of the Contract, or any attachments or exhibits made a part of the Contract, the provisions of this Federal Provisions section shall control. Exceptions to this are as follows:
 - a. If the Supplemental Provisions for Federal Awards Exhibit is attached to this Contract, then in the event of a conflict amongst provisions, the Supplemental Provisions for Federal Awards exhibit shall control over the provisions of this Federal Provisions section.
 - b. If the SLFRF Subrecipient Provisions Exhibit is attached to this Contract, then in the event of a conflict amongst provisions, the SLFRF Subrecipient Provisions Exhibit shall control over the provisions of this Federal Provisions section.

B. Compliance.

i. Contractor shall comply with all applicable provisions of the Transparency Act (the Federal Funding Accountability and Transparency Act of 2006 [Public Law 109-282], as amended by section 6202 of Public Law 110-252) all applicable provisions of the Uniform Guidance, and the regulations issued pursuant thereto, including but not limited to these federal Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.



- C. System for Award Management (SAM) and Unique Entity Id Requirements.
- i. SAM. Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- ii. Unique Entity ID. Contractor shall provide its Unique Entity ID to its Recipient, and shall update Contractor's information at http://www.sam.gov at least annually after the initial registration, and more frequently if required by changes in Contractor's information.
- D. Contract Provisions Required by Uniform Guidance Appendix II To Part 200.
- i. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. The simplified acquisitions threshold is \$250,000
- ii. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- iii. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- iv. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29



CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- V. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- vi. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Page 39 of 44



Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- vii. Clean Air Act (42 U.S.C. 7401-7671q.) and the federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- viii. Debarment and Suspension (Executive Orders 12549 and 12689) A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- ix. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- x. Prohibition on certain telecommunications and video surveillance services or equipment §2 CFR 200.216
 - a. Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:
 - 1) Procure or obtain;
 - 2) Extend or renew a contract to procure or obtain; or



- 3) Enter into a contract (or extend a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- xi. Contracts with small and minority businesses, women's business enterprises, and labor surplus area firms. (2 CFR §200.321). The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- xii. Domestic preferences for procurements. (2 CFR §200.322) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

E. Termination for Convenience of the Government

i. Pursuant to §4.2 of these Federal Provisions, the State of Colorado may terminate this contract, in whole or in part, when it is in the Government's interest.



Solicitations and contracts shall include clauses as required by FAR 49.502 (2023). Termination for convenience of the government shall comply with the following provisions of the Federal Acquisition Regulations:

- a. For Fixed Price Contracts: FAR 52.249-2 (2023)
- b. For Contracts for Personal Services: FAR 52.249-12 (2023)
- c. For Construction Contracts for Dismantling, Demolition, or Removal of Improvements: FAR 52.249-3 (2023)
- d. For Educational and Other Nonprofit Institutions: FAR 52.249-5 (2023)

F. Event of Default.

i. Failure to comply with these Federal Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

The rest of this page is intentionally left blank.



SAMPLE OPTION LETTER (IF APPLICABLE)

State Agency

Insert Department's or IHE's Full Legal Name

Contractor

Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...

Current Contract Maximum Amount

m

	State Fiscal Year 20xx	\$0.00		
Extension Terms				
	State Fiscal Year 20xx	\$0.00		
	State Fiscal Year 20xx	\$0.00		
	State Fiscal Year 20xx	\$0.00		
	State Fiscal Year 20xx	\$0.00		

Total for All State Fiscal Years \$0.00

1. Options:

- A. Option to extend for an Extension Term
- B. Option to change the quantity of Goods under the Contract
- C. Option to change the quantity of Services under the Contract
- D. Option to modify Contract rates
- E. Option to initiate next phase of the Contract

2. Required Provisions:

- A. For use with Option 1(A): In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.
- B. For use with Options 1(B and C): In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.

Option Letter Number

Insert the Option Number (e.g. "1" for the first option)

Original Contract Number

Insert CMS number or Other Contract Number of the Original Contract

Option Contract Number

Insert CMS number or Other Contract Number of this Option

Contract Performance Beginning Date

Month Day, Year

Current Contract Expiration Date

Month Day, Year



- C. For use with Option 1(D): In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.
- D. For use with Option 1€: In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
- E. For use with all Options that modify the Contract Maximum Amount: The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

3. Option Effective Date:

The effective date of this Option Letter is upon approval of the State Controller or ______, whichever is later.

State of Colorado

INSERT-Name of Agency or IHE
INSERT-Name & Title of Head of Agency or
IHE

Sample Only - Do Not Sign

By: Name & Title of Person Signing for Agency or IHE

Date: Sample Only - Do Not Sign

In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.

State Controller
Sample Only - Do Not Sign

Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval

Option Effective Date: Sample Only - Do Not Sign

INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF COLORADO / COLORADO DEPARTMENT OF HUMAN SERVICES / VETERAN COMMUNITY LIVING CENTER AT FITZSIMONS AND THE CITY OF AURORA – AURORA FIRE RESCUE

The State of Colorado facilities that are located within the City of Aurora fall under the jurisdiction of Aurora Fire Rescue, the State of Colorado, Colorado Department of Human Services/Veteran Community Living Center at Fitzsimons recognizes the life-safety services provided by Aurora Fire Rescue and therefore affirms that it is in the best interest of the State of Colorado, Colorado Department of Human Services Veteran Community Living Center at Fitzsimons and the people served by State of Colorado, Colorado Department of Human Services/Veteran Community Living Center at Fitzsimons facilities that Aurora Fire Rescue provide all reviews, inspections, and oversight for fire and related life-safety issues for these facilities.

The State of Colorado and Aurora Fire Rescue enter into this Intergovernmental Agreement ("IGA") to define the services provided by Aurora Fire Rescue for the protection of the State of Colorado, Colorado Department of Human Services/Veteran Community Living Center at Fitzsimons facilities, and to acknowledge that the State of Colorado, Colorado Department of Human Services/Veteran Community Living Center at Fitzsimons has an obligation to abide by the decisions made by the Aurora Fire Rescue in the following areas governed by life safety and fire safety codes:

- Building Construction Plan Review and Related Inspections (fire and related life safety issues) review and approval of plans for new construction and/or renovation of existing buildings or portions thereof.
- **Fire Safety Inspections** annual property inspections conducted by Aurora Fire Rescue Fire Prevention personnel.
- Fire Safety Permits review and issuance of official permits to authorize use, handling, storage, manufacturing, occupancy or control of specific hazardous operations and conditions.

The numbered points below are not an exhaustive list of topics included in the Aurora Fire Rescue Fire Code but represent the key points on which understanding between the parties of this IGA is critical.

1. Aurora Fire Rescue has adopted the 2021 International Fire Code, with appendices A through I, with the amendments, additions and deletions specified in Aurora City Code, Article II – Fire Codes, all of which, taken together, are known as the "Aurora Fire Rescue Fire Code." The State of Colorado, Colorado Department of Human Services/Veteran

IGA - Colorado Department of Human Services/Veteran Community Living Center at Fitzsimons and Aurora Fire Rescue

Community Living Center at Fitzsimons accepts this code as the standard to be used for State properties within the City of Aurora – Aurora Fire Rescue and recognizes the rights of the City of Aurora – Aurora Fire Rescue, to adopt changes and/or newer versions of fire and life-safety codes, standards and amendments.

- 2. The State of Colorado, Colorado Department of Human Services/Veteran Community Living Center at Fitzsimons shall submit all building plans for any new or extensively remodeled or renovated building to Aurora Fire Rescue for review, comment and approval, and the State of Colorado, Colorado Department of Human Services/Veteran Community Living Center at Fitzsimons or the project owner or agent shall submit any required fees for plan review for fire and related life safety issues and inspections that are required by Aurora Fire Rescue.
- Installation work and inspections on fire-safety systems for the State of Colorado, Colorado Department of Human Services/ Veteran Community Living Center at Fitzsimons must be carried out by technicians holding a current license issued by Aurora Fire Rescue.
- 4. The State of Colorado, Colorado Department of Human Services/Veteran Community Living Center at Fitzsimons shall obtain permission to occupy any new or extensively renovated building or building areas from Aurora Fire Rescue when the construction or renovation work is substantially complete and safe to occupy. Then the Colorado Department of Human Services/Veteran Community Living Center at Fitzsimons will issue the Notice of Approval of Occupancy/Use.
- 5. The State of Colorado, Colorado Department of Human Services/Veteran Community Living Center at Fitzsimons recognizes Aurora Fire Rescue's right and authority to perform annual fire safety inspections of existing structures within the City of Aurora, Aurora Fire Rescue and to require and issue Fire Safety Permits.
- 6. The State of Colorado, Colorado Department of Human Services/Veteran Community Living Center at Fitzsimons will work with any building facility tenant that is producing, using or storing hazardous materials to ensure that they obtain and meet the conditions of the appropriate HAZMAT permit(s). Those conditions include (1) submitting an annual inventory of hazardous materials that is in compliance and compatible with Aurora Fire Rescue's Hazardous Material Information Statement; and (2) providing a Hazardous Material Management Plan (HMMP), which includes a facility site plan designating the locations and types of hazards and emergency equipment. Aurora Fire Rescue will utilize this information for SARA Title III Tier II reporting.
- 7. State of Colorado, Colorado Department of Human Services/Veteran Community Living Center at Fitzsimons will mandate that State of Colorado, Colorado Department of

IGA - Colorado Department of Human Services/Veteran Community Living Center at Fitzsimons and Aurora Fire Rescue

Human Services/Veteran Community Living Center at Fitzsimons and contractors provide timely notification to Aurora Fire Rescue whenever confined space entry is planned, once the applicable Aurora Fire Rescue permit(s) is (are) in place.

- 8. State of Colorado, Colorado Department of Human Services/Veteran Community Living Center at Fitzsimons will mandate that State of Colorado, Colorado Department of Human Services/Veteran Community Living Center at Fitzsimons and contractors provide timely notification to Aurora Fire Rescue when asbestos special hazard procedures are needed. State of Colorado, Colorado Department of Human Services/Veteran Community Living Center at Fitzsimons will follow State of Colorado Department of Public Health and Environment requirements.
- 9. State of Colorado, Colorado Department of Human Services/Veteran Community Living Center at Fitzsimons will adhere to all Aurora Fire Rescue requirements and procedures for instituting a fire watch when critical components of a building's life-safety system(s) become disabled, or an unsafe condition exists within a building. The applicable Aurora Fire Rescue Fire Safety Permit(s) shall be in place.
- 10. State of Colorado, Colorado Department of Human Services/ Veteran Community Living Center at Fitzsimons shall notify Aurora Fire Rescue of any activities or events that entail an activity or use that goes beyond the designed/approved occupancy use of the space or the area (i.e., large open house, outdoor fairs or events that may have a negative impact on emergency vehicle access, or outdoor vendors using regulated materials such as LPG, flammable or combustible fuels, electrical generators, etc.) and shall have applicable fire safety permit(s) in place.
- 11. If Aurora Fire Rescue, during one of its visits or inspections, notes or discovers any life-safety concern that is outside of the reviews that are done in conjunction with a construction project, then Aurora Fire Rescue will call the issue/concern to the attention of State of Colorado Department of Personnel and Administration. All reports summarizing the annual fire safety inspection also shall be submitted to State of Colorado Department of Personnel and Administration. State of Colorado, Colorado Department of Human Services/Veteran Community Living Center at Fitzsimons and Aurora Fire Rescue agree that correction of inspection deficiencies is dependent on funding availability.
- 12. This Agreement is a non-monetary exchange of services, meaning that neither party shall provide any form of financial compensation to the other for the fulfillment of their respective obligations outlined herein.

IGA - Colorado Department of Human Services/Veteran Community Living Center at Fitzsimons and Aurora Fire Rescue

- 13. This open-ended Intergovernmental Agreement (IGA) and does not have a fixed end date. The Parties agree to continue their obligations until either party terminates the IGA.
- 14. Either party may terminate this Intergovernmental Agreement (IGA) by providing the other party with at least thirty (30) days written notice prior to termination. Notice maybe written or in electronic format with the confirmation that the notice was provided to the State Representative or Contractor Representative.



Agenda Item Initiator Signature

Date

CITY OF AURORALate Submission Approval for Agenda Item

	ATION OF THE CITY OF AURORA, COLORADO, ATION OF THE FEDERAL TAX EXEMPTION OF			
Item Initiator: Council Member, Curtis Gardner				
Staff Source/Legal Source: Jason Batchelor, City Manag	ger/Andrea Wood, Assistant City Attorney			
Outside Speaker: N/A				
Council Goal: 2012: 4.0Create a superior quality of life	for residents making the city a desirable place to live and work			
CRITERIA - PLEASE CONSIDER ITEM FOR LATE SUBMI:	SSION FOR THE FOLLOWING REASON:			
There is a time-sensitive legal requirement that must be met and cannot be met by a future meeting date				
The delay will result in an adverse financial impact to the city				
The item is related to a disaster and must be addressed before the next available meeting				
☐ The item has been requested by Council Member, Curtis Gardner				
COUNCIL MEETING DATES FOR LATE SUBMISSION:				
Study Session: N/A				
Regular Meeting: 5/5/2025				
EXPLANATION:				
This item is being requested by Council Member, Curtis Gard	Iner			
	da without submitting this completed form as an attachment in e-Scribe. If low is not completed by the WORKFLOW COMPLETED date indicated on			
	Jason Batchelor			
Agenda Item Initiator Name	Late Submission Approver Name (Deputy City Manager)			
	Jason Batilibe 04.24.25			

Late Submission Approver Signature

Date



CITY OF AURORACouncil Agenda Commentary

Item Title: City Council Declaring Support for the Preservation of the Federal Tax Exemption of Municipal Bonds (Resolution)				
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: 5/5/2025				
Regular Meeting: 5/19/2025				
2 nd Regular Meeting (if applicable): N/A				
Item requires a Public Hearing: \square Yes \square No				
ITEM DETAILS (Click in highlighted area below bullet point list to	o enter applicable information.)			
 Waiver of reconsideration requested, and if so, why Sponsor name Staff source name and title / Legal source name and title Outside speaker name and organization Estimated time: (For Study Session items only indicate combined time needed for presentation and discussion) 				
Sponsor: Curtis Gardner, Council Member Jason Batchelor, City Manager / Andrea Wood, Assistant City Attorney Estimated time: 10 mins				
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 al	bove.			

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, Bocomments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMM	
N/A	
ITEM SUMMARY (Brief description of item, discussion, key poin	nts, recommendations, etc.)
Resolution supporting the preservation of the federal tax exer	mption for municipal bonds.
FISCAL IMPACT	
Select all that apply. (If no fiscal impact, click that box and sk	kip to "Questions for Council")
☐ Revenue Impact ☐ Budgeted Expenditure Impact ☐ Workload Impact ☐ No Fiscal Impact REVENUE IMPACT Provide the revenue impact or N/A if no impact. (What is the es Provide additional detail as necessary.)	□ Non-Budgeted Expenditure Impact timated impact on revenue? What funds would be impacted?
BUDGETED EXPENDITURE IMPACT Provide the budgeted expenditure impact or N/A if no impact. (to be used? Does this shift existing budget away from existing p	
NON-BUDGETED EXPENDITURE IMPACT Provide the non-budgeted expenditure impact or N/A if no import of N/A if	pact. (Provide information on non-budgeted costs. Include nd Capital needs. Provide additional detail as necessary.)
WORKLOAD IMPACT Provide the workload impact or N/A if no impact. (Will more staneeded, provide numbers and types of positions, and a duty sur	

QUESTIONS FOR COUNCIL

Does Council wish to support the resolution?

LEGAL COMMENTS

A resolution may be used for a statement of policy or other matters which are not required to be adopted by ordinance as long as it doesn't include International issues or concerns (Section F, Paragraph 2, Rules of Order and Procedure for the Aurora City Council). (AW)

RESOLUTION NO. I	R2025-
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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, DECLARING SUPPORT FOR THE PRESERVATION OF THE FEDERAL TAX EXEMPTION OF MUNICIPAL BONDS.

WHEREAS, the tax-exempt municipal bond market is a widely used source of capital for states, local governments, tribes, territories, and non-profit borrowers that finances a tremendous share of the nation's public infrastructure; and

WHEREAS, state and local governments finance about three-quarters of the public infrastructure in the United States and use tax-exempt bonds to do so, with the federal government providing only about one-quarter of the investment; and

WHEREAS, federal tax exemption for municipal bonds, dating back to the 1800s and incorporated into the modern tax code in 1913, has been crucial for state and local governments to affordably finance critical infrastructure projects; and

WHEREAS, tax-exempt bonds offer borrowers to achieve a multiplier effect of 2.11, meaning that for every dollar, borrowers achieve \$2.11 in borrowing cost savings thereby demonstrating the efficiency and effectiveness of this exemption in facilitating infrastructure investment; and

WHEREAS, tax-exempt bonds provide for essential infrastructure projects, such as roads, bridges, utilities, broadband, water and sewer systems, and hospitals, which are vital to the health and well-being of our community such that without such bonds, the cost of borrowing would be more expensive thereby causing an increase in taxes and fees that would place an undue burden on taxpayers; and

WHEREAS, the City Council of the City of Aurora finds and determines that tax-exempt municipal bonds provide an opportunity for economic development along its path, better facilitate the movement of products, equipment, and other goods, and increase safety.

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

Section 1. The Aurora City Council hereby encourages the Colorado Congressional Delegation to assist the City of Aurora, Colorado by preserving the tax-exempt status of municipal bonds by supporting and ensuring the protection of the federal tax exemption of municipal bonds.

<u>Section 2.</u> Copies of this Resolution shall be furnished to all members of the Colorado Congressional Delegation.

Section hereby rescine	on 3. All resolutions or part of resided.	solutions of the City in conflict h	erewith are
	RESOLVED AND PASSED this _	day of	2025.
		MIKE COFFMAN, Mayor	
ATTEST:			
KADEE ROI	DRIGUEZ, City Clerk		
APPROVED	AS TO FORM:		
By: And	CHULTE, CITY ATTORNEY Tea Wood OOD, Assistant City Attorney		



CITY OF AURORACouncil Agenda Commentary

Item Title: Rules of Order and Procedure: Amendment O	Concerning One Person at the Podium
Item Initiator: Françoise Bergan, Council Member	
Staff Source/Legal Source: Jason Batchelor, City Manager / An	drea Wood, Assistant City Attorney
Outside Speaker: N/A	
Strategic Outcome: Well-Managed: High performing organizatio continuous improvement, fiscal stewardship, and maintaining critic	
COUNCIL MEETING DATES:	
Study Session: N/A	
Regular Meeting: 5/19/2025	
2nd Regular Meeting (if applicable): N/A	
Item requires a Public Hearing: \square Yes \boxtimes	No
ITEM DETAILS (Click in highlighted area below bullet point list to	o enter applicable information.)
 Waiver of reconsideration requested, and if some Sponsor name Staff source name and title / Legal source name Outside speaker name and organization Estimated time: (For Study Session items or and discussion) 	·
R2025-57 A RESOLUTION OF THE CITY COUNCIL O RULES OF ORDER AND PROCEDURE FOR THE AURORA PERSON AT THE PODIUM. Sponsor: Françoise Bergan, Council Member Jason Batchelor, City Manager / George Koumantakis	
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 a	bove.

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 Commitoring Commitoring Commitoring Commitoring Commitoring Commitoring Commitoring Committee Comm	ittees, Boards and Commissions, or Staff. Summarize pertinent ICY COMMITTEES AND BOARDS AND COMMISSIONS.)
I/A	
TEM SUMMARY (Brief description of item, discussion,	, key points, recommendations, etc.)
esolution would amend the Council Rules with regar	d to the number of people permitted at the podium at once.
ISCAL IMPACT	
select all that apply. (If no fiscal impact, click that bo	ox and skip to "Questions for Council")
□ Revenue Impact □ Budgeted Expenditure Imp □ Workload Impact □ No Fiscal Impact REVENUE IMPACT Provide the revenue impact or N/A if no impact (What	pact ☐ Non-Budgeted Expenditure Impact this the estimated impact on revenue? What funds would be impacted?
Provide additional detail as necessary.)	. Is the estimated impact of revenue. What railes would be impacted.
BUDGETED EXPENDITURE IMPACT Provide the budgeted expenditure impact or N/A if no to be used? Does this shift existing budget away from	impact. (List Org/Account # and fund. What is the amount of budget existing programs/services? Provide additional detail as necessary.)
NON-BUDGETED EXPENDITURE IMPACT Provide the non-budgeted expenditure impact or N/A Personal Services, Supplies and Services, Interfund Ch	if no impact. (Provide information on non-budgeted costs. Include narges, and Capital needs. Provide additional detail as necessary.)
	more staff be needed or is the change absorbable? If new FTE(s) are a duty summary. Provide additional detail as necessary.)

QUESTIONS FOR COUNCIL

Does Council wish to support the Resolution?

LEGAL COMMENTS

The council shall prescribe rules of procedure to govern meetings. (Article 3-8 City Charter). The council shall determine its own rules and procedures and order of business and shall keep a journal of its proceedings. It may compel attendance of members and may punish members for misconduct. (Section 2-32 City Code). (Wood)



CITY OF AURORA Late Submission Approval for Agenda Item

Ιt	tem Title: Amending Rules of Order and Procedure for the Aurora City Council Concerning One Person at the Podium
Ιt	tem Initiator: Council Member Francoise Bergan
S	taff Source/Legal Source: Jason Batchelor, City Manager/George Koumantakis, Deputy City
o	utside Speaker: N/A
С	ouncil Goal: 2012: 4.0Create a superior quality of life for residents making the city a desirable place to live and work
CR	RITERIA - 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
\boxtimes	The item has been requested by Council Member Francoise Bergan
cc	DUNCIL MEETING DATES FOR LATE SUBMISSION:
	Study Session: N/A
	Regular Meeting: 5/19/2025
EX	PLANATION:
Th	Inderstand the agenda item will not be added to the agenda without submitting this completed form as an attachment in e-Scribe. e agenda item will not be added to the agenda if the workflow is not completed by the WORKFLOW COMPLETED date indicated on e agenda deadline calendar.
	Jason Batchelor
Ag	enda Item Initiator Name Late Submission Approver Name (Deputy City Manager)
	Jason Batelle 05.08.25
Ag	enda Item Initiator Signature Date Late Submission Approver Signature Date

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 ONE PERSON AT THE PODIUM.

WHEREAS, the Aurora City Council (Council) believes the election of an individual to the Council imposes a heavy responsibility to observe those tenets and requirements which flow from the solemn oath administered at the time of installation to office; and

WHEREAS, the Council wants the Rules for the Council to facilitate the fulfillment of the duties and responsibilities contained in the oath of office; and

WHEREAS, as authorized under Article III, Section 8 of the City Charter, the Council promulgates the Rules to govern meetings; and

WHEREAS, the Council desires to make certain changes to the Rules in order to promote safety and order during public comment sessions and Council meetings; and

WHEREAS, The City will provide reasonable assistance to individuals with disabilities at the podium upon request, including but not limited to physical support, communication assistance, and the use of auxiliary aids, to ensure full and equal participation in public comment sessions.

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

<u>Section 1.</u> The Aurora City Council hereby amends Section E.5. of the Council Rules of Order and Procedure to read as follows:

Public comment listening session will be a separate session, not part of a City Council Meeting agenda, limited to 40 minutes, and will take place from 6:00 p.m. to 6:40 p.m. on the same Mondays as Regular City Council meetings. Public comment listening session is limited to City related topics which are not on the agenda for the regular Council meeting. Persons wishing to address Council at a public comment listening session shall sign up to do so with the City Clerk on a first-come, first-served basis. Except that any individual who, when signing up, provides acceptable proof of Aurora residency to the City Clerk shall be placed in order before those who have not provided such proof. Proof of Aurora residency may include, but is not limited to, a governmentissued identification card, utility bill, or lease agreement. Those wishing to address Council may sign up online before 1:00pm on the day of the public comment listening session, or may sign up in-person with the City Clerk no earlier than 5:00 p.m. and no later than 5:45 p.m. on the date they wish to be heard. Speakers shall provide their first and last name, address, phone number, and email address on the form when they sign up. Speakers shall appear at the public comment listening session in-person and speak from the podium in the Council Chambers of the Aurora Municipal Center. Only one person

will be permitted at the podium at a time. There may be more than one person at the podium only if a parent accompanies a minor child, an interpreter accompanies a person needing assistance with the English language, or a person with a physical disability requires assistance. Council Members can join either in the Council Chambers on the dais or join virtually from a separate location, but will not interact with speakers, but may follow up later at their discretion. Once at the podium, the speaker shall state their true name and whether or not they are an Aurora resident. Speakers shall be limited to a maximum of two minutes of speaking time. The City Clerk or his/her designee will facilitate the public comment listening session.

- a. whenever feasible, individuals or groups wishing to address the same topic are encouraged to coordinate and designate a single spokesperson to present their views on behalf of the group, in order to ensure efficient use of time, thereby giving other speakers the opportunity to be heard on various topics of interest.
- b. If a public comment listening session, or the regular City Council meeting becomes disrupted to the extent that it jeopardizes the ability to conduct City business and Council decides to move the Council meeting to a virtual format, the City Manager is directed to order the Aurora Municipal Center closed to the public.
- c. Upon a closure of the building during a public comment session, any remaining public comment time will be deemed to have expired. Upon a closure of the building during a regular Council meeting, the City Council meeting will transition to a virtual format, and Council Members will not return to the dais.
- d. If a closure of the building occurs prior to agenda items, members of the public who properly signed up to speak on a specific agenda item will be directed to an alternate location to participate virtually.

<u>Section 2.</u> The Aurora City Council hereby amends Section E.6. of the Council Rules of Order and Procedure to read as follows:

Public Comment on Agenda Items. In addition to the public comment session on nonagenda items, persons may speak during the regular Council meeting on any item scheduled for consideration on the regular meeting agenda. Speakers may only speak on the specific agenda item. Those wishing to address Council on any scheduled item must sign up online by 1:00pm on the day of the Council Meeting. The 1:00pm deadline does not apply to those signing up for items scheduled as public hearings. Speakers shall provide their first and last name, address, phone number, and email address when they sign up. As indicated in section E.5., those who provide acceptable proof of Aurora residency to the City Clerk shall be placed in order before those who have not provided such proof. The online sign up shall also indicate whether the speaker is for or against the agenda item. That information will then be relayed from the City Clerk to the Council Members by 5:00pm. Speakers shall appear in-person and speak from the podium. There may be more than one person at the podium only if a parent accompanies a minor child, an interpreter accompanies a person needing assistance with the English language, or a person with a physical disability requires assistance. Once at the podium, the speaker shall state their true name and whether or not they are an Aurora resident. Speakers shall be limited to a maximum of three minutes. Public comment on agenda items will be limited to a total of 30 minutes, with the exception of those speaking on items scheduled as public hearings.

a. whenever feasible, individuals or groups wishing to address the same topic are encouraged to coordinate and designate a single spokesperson to present their views on behalf of the group, in order to ensure efficient use of time, thereby giving other speakers the opportunity to be heard on various topics of interest.

Section 3. The Aurora City Council hereby amends Section E.9.(a)(iv) of the Council Rules of Order and Procedure to read as follows:

Members of the public may speak on the specific topic of the public hearing, provided that they have submitted a speaker's slip to the City Clerk prior to the opening of the public hearing. Speakers shall appear in-person and speak from the podium. There may be more than one person at the podium only if a parent accompanies a minor child, an interpreter accompanies a person needing assistance with the English language, or a person with a physical disability requires assistance. Each speaker shall state their true name, whether or not they are an Aurora resident, and indicate whether they support, oppose, or are neutral about the proposal. Presentations by members of the public shall be limited to three (3) minutes.

Section 4. The Aurora City Council hereby amends Section E.9.(b)(v) of the Council Rules of Order and Procedure to read as follows:

Members of the public may speak on the specific topic of the public hearing. Speakers shall appear in-person and speak from the podium. There may be more than one person at the podium only if a parent accompanies a minor child, an interpreter accompanies a person needing assistance with the English language, or a person with a physical disability requires assistance. Each speaker shall state their true name, whether or not they are an Aurora resident, and indicate whether they support, oppose, or are neutral about the item on appeal. Presentations by members of the public shall be limited to three (3) minutes.

Section hereby rescind		solutions of the City in conflict h	erewith are
	RESOLVED AND PASSED this _	day of	2025.
		MIKE COFFMAN, Mayor	
ATTEST:			
KADEE ROD	RIGUEZ, City Clerk		

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Andrea Wood
ANDREA WOOD, Assistant City Attorney



Policy Committee Date: 4/3/2025

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

CITY OF AURORACouncil Agenda Commentary

Item Title: GERP Code Amendments Relating to Short-Term and	Long-Term Disability (Ordinance)
Item Initiator: Nancy Wishmeyer, Controller, Finance Departme	nt
Staff Source/Legal Source: Nancy Wishmeyer, Controller, Final	nce / Hanosky Hernandez, Senior Assistant City Attorney
Outside Speaker: N/A	
Strategic Outcome: Well-Managed: High performing organizatio continuous improvement, fiscal stewardship, and maintaining critic	
COUNCIL MEETING DATES:	
Study Session: 4/21/2025	
Regular Meeting: 5/5/2025	
2nd Regular Meeting (if applicable): 5/19/2025	
Item requires a Public Hearing: \Box Yes \boxtimes	No
ITEM DETAILS (Click in highlighted area below bullet point list to	o enter applicable information.)
 Waiver of reconsideration requested, and if some Sponsor name Staff source name and title / Legal source name Outside speaker name and organization Estimated time: (For Study Session items or and discussion) 	·
Nancy Wishmeyer, Controller, Finance / Hanosky Hernando Estimated time: 5 mins	ez, Senior 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 a	bove.
PREVIOUS ACTIONS OR REVIEWS:	
Policy Committee Name: Management & Finance	

333

Recommends Approval	☐ Does Not Recommend Approval
☐ Forwarded Without Recommendation	☐ Minutes Not Available
☐ Minutes Attached	
HISTORY (Dates reviewed by City council, Policy Committee comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY	
The City has implemented new short-term and long-term Employees Retirement Plan, in order to correctly calculat	
ITEM SUMMARY (Brief description of item, discussion, key	y points, recommendations, etc.)
The City has implemented new short-term and long-term Employees Retirement Plan, in order to correctly calculat include expanding the definition of Compensation paid th Disability and Disability Retirement Pension.	te the pension benefits of the participants. Code changes
FISCAL IMPACT	
Select all that apply. (If no fiscal impact, click that box a	nd 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 to Provide additional detail as necessary.)	the estimated impact on revenue? What funds would be impacted?
.	
	pact. (List Org/Account # and fund. What is the amount of budget sting programs/services? Provide additional detail as necessary.)
	no impact. (Provide information on non-budgeted costs. Include es, and Capital needs. Provide additional detail as necessary.)
WORKLOAD IMPACT Provide the workload impact or N/A if no impact. (Will moneeded, provide numbers and types of positions, and a du	re staff be needed or is the change absorbable? If new FTE(s) are
and did	

QUESTIONS FOR COUNCIL

Does Council wish to move this item forward to regular Council meeting?

LEGAL COMMENTS

The City of Aurora has established a General Employee Retirement Program (GERP) as part of the benefits provided to certain qualified employees of the City. These benefits are codified in the Aurora City Code under Sec. 102-136 *et. seq.*, and the City of Aurora has reserved the right to modify the trust document from time to clarify these benefits. (Hernandez)

ORDINANCE NO. 2025-

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS 102 AND 147 OF THE CITY CODE OF THE CITY OF AURORA PERTAINING TO UPDATES TO THE GENERAL EMPLOYEES RETIREMENT PLAN

WHEREAS, the City of Aurora, Colorado, (the "City"), is a home rule municipality, organized and existing under and by virtue of Article XX, Section 6 of the Colorado Constitution, and under Article XX Section 6 the Colorado Constitution, the City has authority over local matters; and

WHEREAS, the City established the General Employees Retirement Plan (the "Plan"), and reserved the right to amend the Plan from time to time; and

WHEREAS, the City has implemented new short-term and long term disability plans that require updating the Plan in order to correctly calculate the pension benefits of the participnats; and

WHEREAS, the City Council finds and determines that it is reasonable and appropriate to incorporate the changes described in this ordinance into the Plan.

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

<u>Section 1.</u> The definition of *Compensation* contained in Section 102-137 of the City Code of the City of Aurora is hereby amended and shall read as follows:

Compensation means the total base pay, including acting pay, paid to an employee of the city for personal services which are rendered to the City in accordance with the rules and practices determining regular remuneration, including longevity pay and compensation under sections 414(h) and 457 of the United States Internal Revenue Code, and an elective pre-tax employee contribution to the City's cafeteria plan under code section 125, and short term and long term disability payments paid directly by the City through payroll, but excluding overtime pay, single-sum payments received in lieu of accrued vacation and sick leave upon termination of employment or during the course of employment, and similar nonregular remuneration. There shall be included within any calculation to determine compensation the longevity credit, if any, to which an electing participant is entitled. Effective January 1, 1989, compensation for any plan year will be limited to the first \$200,000.00 of compensation or such other amount determined in accordance with code section 415(d). Effective January 1, 1996, compensation for any plan year will be limited to the first \$150,000.00 of compensation or such other amount determined in accordance with code section 401(A)(17). Compensation shall exclude pay received while not participating in this plan and employed in a council appointee or executive personnel position. Compensation shall also exclude pay received during a period for

which credited service under this plan is canceled because of transfer of a participant's contribution accumulation to the trust for the executive personnel money purchase plan. For purposes of calculating benefits on or after January 1, 2002, the code section 401(a)(17) limit is increased to \$200,000.00, as adjusted.

Section 2. The definition of *Disability* contained in Section 102-137 of the City Code of the City of Aurora is hereby amended and shall read as follows:

Disability means a physical or mental condition for which a participant receives long-term disability insurance benefits from the City either directly or through a third-party insurer retained by the City.

<u>Section 3.</u> Subsection (f) of Section 102-141 of the City Code of the City of Aurora is hereby amended and shall read as follows:

(f) Disability retirement pension. If a participant's employment by the city terminates by reason of disability before the normal retirement date and the participant receives long-term disability insurnace benefits from the city either directly or through a third-party insurer retained by the City until the normal retirement date, the participant shall be eligible for a disability retirement pension.

Disability shall be considered to have ended if, prior to the normal retirement date, the participant loses the qualification for long-term disability insurance payments from the City either directly or through a third-party insurer retained by the City. In such case, no disability pension shall be paid to the participant from the plan. If the participant's disability ceases prior to the normal retirement date and the participant is not reemployed by the City as an employee and the participant met the requirements for a pension pursuant to subsections (b), (c) or (d) of this section on the date of recovery from disability, the participant shall be entitled to receive a pension equal in amount to the early, special early, or deferred vested pension to which the participant would have been entitled, as of the date of recovery, determined and paid pursuant to subsections 102-142(b), (c) or (d) based on the higher of the final average monthly compensation or the monthly rate of compensation on the date of disablement and the credited service on the date of recovery from disability.

<u>Section 4.</u> Subsection (f) of Section 102-142 of the City Code of the City of Aurora is hereby amended and shall read as follows:

(f) Disability retirement pension. A participant who meets the requirements for a disability retirement pension shall receive a monthly pension payable as of the first day of the month following the participant's normal retirement date, or as of the first day of the month following termination of long-term disability insurance benefits from the City either directly or through a third-party insurer retained by the City, if later. A disabled participant shall receive credited service for the period of disability and the final average

monthly compensation used to calculate the benefit shall be the higher of the final average monthly compensation or the monthly rate of compensation on the date of disablement.

<u>Section 5.</u> <u>Severability</u>. 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.

<u>Section 6</u> 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.

<u>Section 7.</u> <u>Repealer.</u> 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 ORDE	RED PUBLISHED thisday of	, 2025.
PASSED AND ORDERED PUBLISH	HED thisday of	, 2025.
ATTEST:	MIKE COFFMAN, Mayor	
KADEE RODRIGUEZ, City Clerk		
APPROVED AS TO FORM:		
PETER A. SCHULTE, CITY ATTOR	RNEY	
By: Hanosky Hernand		
Hanosky Hernandez, Senior A	ssistant City Attorney	



CITY OF AURORACouncil Agenda Commentary

Item Title: Stanley 98 Street Vacation 3.0
Item Initiator: Ariana Muca, Planner III, Planning and Business Development
Staff Source/Legal Source: Ariana Muca, Planner III, Planning and Business Development / Lena McClelland, 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: N/A
Regular Meeting: 5/5/2025
2nd Regular Meeting (if applicable): 5/19/2025
Item requires a Public Hearing: \square Yes \boxtimes 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)
2025-44 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, REPEALING

2025-44 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, REPEALING ORDINANCE NO. 2025-15 AS A DUPLICATE OF ORDINANCE NO. 2025-13 DUE TO AN ADMINISTRATIVE ERROR AND CORRECTING SAID ERROR WITH THIS ORDINANCE VACATING A PORTION OF A 16-FOOT WIDE ALLEY RIGHT-OF-WAY, N BLOCK 104 DEDICATED BY THE PLAT OF JOHNSON-HICKAM SUBDIVISION AT RECEPTION NUMBER 480782, SITUATED IN THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M. LOCATED NORTH OF EAST 25TH AVENUE, AND BETWEEN JAMAICA STREET AND JOLIET STREET (STANLEY 98 STREET VACATIONS)

Ariana Muca, 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 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 De	
PREVIOUS ACTIONS OR REVIEWS:	
Policy Committee Name: N/A	
Policy Committee Date: N/A	
Action Taken/Follow-up: (Check all that apply	<i>'</i>)
Recommends Approval	☐ Does Not Recommend Approval
☐ Forwarded Without Recommendation	☐ Minutes Not Available
☐ Minutes Attached	
	Committees, Boards and Commissions, or Staff. Summarize pertinent, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)
	vide alley right-of-way. Per city procedures, right-of-way g Commission review and fall solely under the authority of the City
January 27, 2025. However, due to a clerical err	of a package of four vacation requests approved by City Council on or, the same ordinance was assigned to two separate items in the linance No.2025-15 must be repealed and replaced with a egal accuracy.
ITEM SUMMARY (Brief description of item, discu	ssion, key points, recommendations, etc.)
and two alley right-of-ways at the northeast corr	Aurora, proposes to vacate two segments of street right-of-way ner of Ironton Street and East 25th Avenue. This alley vacation is ent of an affordable multi-family housing project (see Exhibit D).
for development within Urban Cottages at Staple withdrawn. It is currently unpaved and has no ex roadway network for the Stanley 98 Affordable N	venue, historically provided access to single-family lots intended eton site plan application (DA-2333-00) that has now been xisting utilities. The alley layout does not align with the proposed Multi-Family site plan application, and a new network has been e legal descriptions and illustrations of the alley right-of-way to be
	ht undeveloped lots into a single larger lot. This replat will be e Stanley 98 Affordable Multi-Family application following the
Development Ordinance (UDO). It does not restr	riteria outlined in Section 146-5.4.2.B.3.C of the Unified rict access to any parcels or reduce the quality of public services e a cohesive site design and enable the approved development.
Therefore, staff recommends the approval of the	right-of-way vacation.
FISCAL IMPACT	
Select all that apply. (If no fiscal impact, click th	at box and skip to "Questions for Council")
 □ Revenue Impact □ Budgeted Expenditur □ Workload Impact ☑ No Fiscal Impact 	re Impact □ Non-Budgeted Expenditure Impact
DEVENUE IMPACT	

REVENUE IMPACTProvide 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	(PENDITURE IMPACT	
Provide the budg	RPENDITURE IMPACT seted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of but this shift existing budget away from existing programs/services? Provide additional detail as necessal	_
N/A		
Provide the non	ED EXPENDITURE IMPACT -budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Inc., Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.	
	MPACT Toology to the change absorbable? If new FTE(s, numbers and types of positions, and a duty summary. Provide additional detail as necessary.)) ar
N/A		

QUESTIONS FOR COUNCIL

Does Council wish to approve the Ordinance that would repeal Ordinance No. 2025-15 and vacate a portion of the 16' wide alley right-of-way between Jamaica St. and Joliet St.?

LEGAL COMMENTS

The City Council shall review and act to approve or deny applications for the vacation of all or part of an improved public right-of-way that has been accepted by the City. (UDO §146-5.4.2.B.3.a and UDO §146-5.4.2.B.3.b.iii) The City Council may approve a public right-of-way vacation if it finds that the requested vacation will not (i) create any landlocked parcels; (ii) restrict access to any parcel so that access is unreasonable or economically prohibitive; (iii) vacate a public alley unless such vacation is consistent with the Comprehensive Plan and the resulting land complies with lot access and connectivity requirements per Section 146-4.5 (Access and Connectivity); (iv) reduce the quality of public services to any property; or (v) be inconsistent with any transportation plan adopted by the City. (UDO §146-5.4.2.B.3.c) (McClelland)



August 13, 2024

Ariana Muca City of Aurora Planning and Development Services 15151 E. Alameda Parkway Aurora, Colorado 80012

RE: Letter of Introduction – Stanley 98 Site Plan Submittal

Dear Ms. Muca:

The Stanley 98 apartment development is an affordable multifamily housing project being developed and owned by the Housing Authority of the City of Aurora. The development is located near the intersection of Joliet Street and East 25th Ave.

Background and Funding: Stanley 98 is an affordable housing development funded with competitive state and federal low income housing tax credits awarded by the Colorado Housing and Finance Authority (CHFA). The demand for tax credits is four times that of the supply. The number of units and amenity components promised in CHFA application cannot be altered after an award of tax credits. Stanley 98 includes the following components:

- 1. One building with 75 apartments, including 31 one-bedroom, 31 two-bedroom and 13 three-bedroom units.
- 2. Offices for on-site property management, family services programming, compliance and maintenance.
- 3. Resident amenities including a rooftop deck, computer lab, package storage, bike storage, and community meeting space.
- 4. Exterior amenities including seating, various playgrounds, picnic and barbeque area.
- 5. A pedestrian bridge to connect over the 25th Drive drainageway.

Given site constraints, in order to build the physical components promised, AHA and the City of Aurora must work intentionally to address any concerns on the site. Consolidation of parcels, the vacations of alleyways and portions of Jamaica Street and East 26th Place, and an aerial apparatus for fire safety have been taken into design consideration and coordinated with City staff through the pre-application process.

An award of tax credits comes with hard deadlines for completion, and coupled with tax credit investor contribution dates. Overall, our timeline is as follows:

- ~March 3, 2025 Completion of Architectural Construction Design Plans
- ~May 30, 2025 Finalize project construction cost (GC GMP)
- ~July 11, 2025 Building Permit Approval and Close of tax credit partnership

- ~July 21, 2025 Begin Construction
- ~November 13, 2026 Construction Completion-TCO (15 mo.)/Placed in Service
- ~January 1, 2027 Lease up/100% Qualified Occupancy

Physical Site: The existing lot, 2.71 acres (117,853 SF+/-) site, which is currently owned by the Housing Authority of the City of Aurora and is vacant. A total of 75 units will be provided in this proposed development, with a mix of 1-, 2-, and 3-bedroom units, for a total density of 27.7 units per acre. The site is zoned OA-MS and no change in zoning is proposed.

It is important to note that the Applicant, the Housing Authority of the City of Aurora (AHA), is an affordable housing provider whose *mission is to develop and promote quality housing while supporting and encouraging economic opportunities leading to self-sufficiency and independence.* The Housing Authority desires to maximize the density of the site and serve the largest number of households on the parcel. These households will pay a reasonable rent and have the chance to improve their own well-being as well as contribute to the City of Aurora's economy. Stanley 98 will provide 75 affordable rental apartments meeting a portion of the City's production goals. This goal states a need for 3,500 new units per year to keep up with projected new jobs as per the City of Aurora Housing Strategy 12/21/2020.

Because of the infill nature of the site, the project is unique and the design team is working with constraints. The proposed development will require parcel consolidations, and vacations of alleyways and portions of Jamaica Street and East 26th Place. The project borders an open space amenity to the north, and will provide a pedestrian bridge connection to the adjacent neighborhood on the north side of the development. The building location on the site plan will activate Jamaica Street as the building entrance, and will incorporate a private drive for an aerial apparatus road to the north. The building will also have prominent frontage onto the existing Joliet Street. Entry to the site will be enhanced through specialty paving on Jamaica Street, prioritizing residential safety. Parking will be located on the western half of the site with guest parking spaces located along the new private drive just north of the parking lot, as well as on Joliet Street where directly abutting the parcel. The building footprint allows for a privatized south-facing courtyard amenity to help buffer the existing residential properties along East 25th Avenue to the south, and maximizes views from residences onto the open space to the north.

A landscape buffer adjustment to the north has been requested and given by City staff understanding the need to prioritize housing, parking and amenity spaces on the site.

The proposed site plan has used the site plan criteria in Section 146-405(F) as a basis for the development.

- 1. The development is consistent with the comprehensive plan.
- 2. There is not adverse effect to the existing city infrastructure and public improvements. This portion of the site is vacant with the anticipation of a development being placed on this site.
- 3. The proposed multi-family affordable housing is a permitted use of the zoning. It is noted that the adjacent parcels are both residential and non-residential in use. In accordance with city plans, the building has been sited with both primary frontage on a primary street (Jamaica Street) as well as residential frontage toward the adjacent multifamily parcels to the east. The building height remains well below the allowable height.
- 4. The proposed development is situated on a relatively flat site with a slight slope. Drive lanes, sidewalks, and the building work with this sloping and integrate landscaping strategies to complement the grading.
- 5. Landscaping for this site took into consideration the Unified Development Ordinance to the maximum extent feasible. Please refer to the site plan and landscape plan for amenities provided.
- 6. Careful consideration for the day-to-day functions of the residents as well as maintenance and regular services has been incorporated to provide efficient design and movement through the building and site.

- 7. Nuisance impacts are carefully considered as well, with mechanical equipment located on the roof, wherever possible, and screened from view as required with the use of parapets. Patios were designed to be covered to shelter from weather and sun and provide relief in the articulation in the building facade. The building's orientation to Joliet provides an attractive residential street frontage.
- 8. Unified Development Ordinances were carefully considered and adopted to provide a product that enhances and complements the surrounding community while also utilizing the affordable housing features applicable to this development.
- 9. A clear pattern of circulation has been designed around the site. Vehicular movement and uses follow the existing neighborhood patterns established by the street patterns of Ironton, Jamaica, and Joliet Streets with a new connecting private drive on the north border of the site. Pedestrian circulation is adjacent to the building and opens into the courtyard amenity and public sidewalk connections. Bicycle parking is located inside the building and accessed directly from the courtyard amenity.
- 10. The ROW improvements to the sidewalk and landscaping are to be provided. No additional streets are planned as part of the development, but all internal drive lanes and parking areas are designed to meet City standards.
- 11. The Housing Authority of the City of Aurora has developed and maintained numerous properties throughout the City of Aurora and continues to maintain positive relationships with the City and their neighbors.

The following outlines the Housing Authority's multifamily goals for this development:

- Create a new community that evokes a sense of pride for the residents.
- To provide high quality, sustainable affordable housing without compromising design.
- To create a new community of 75 affordable units with active features including a peaceful courtyard, children's play features, and gathering areas for resident connection and contentment.
- To provide resident services and amenities enhancing confidence, community inclusion and personal enrichment.
- To create a safe community that heightens the existing neighborhood environment.

Below is a list of the property Ownership team and project design team:

Owner: Martin Petrov
Housing Authority of the City of Aurora
2280 S. Xanadu Way
Aurora, CO 80014
720-251-2094
mpetrov@aurorahousing.org

Design Team:

Architect: Brett Jacques
Van Meter Williams Pollack LLP
1738 Wynkoop Street, Suite 203
Denver, CO 80202
303-298-1480
brett@vmwp.com

Regards, Brett Jacques Van Meter Williams Pollack Civil Engineer: Connor Culligan Craft Civil Design 23 Lincoln Street, Suite 200 Denver, CO 80203 650-888-4550 cculligan@craftcivil.com

Landscape Architect: Bob Couri

Britina Design Group 1760 Gaylord Street, Suite 3M Denver, CO 80206 303-423-5680 bob@britina.com



Planning and Business Development

15151 E. Alameda Parkway Aurora CO 80012 USA AuroraGov.org 303.739.7250 GIS@auroragov.org

Miles 0.015 0.03

City of Aurora, Colorado

Stanley 98
Street Vacation





Case Number: 2024-8002-00 Development Application: #2695-00

EXHIBIT C

SHEET 1 OF 2

A PORTION OF THAT 16 FOOT WIDE ALLEY RIGHT OF WAY , TO BE VACATED, IN BLOCK 104 DEDICATED BY THE PLAT OF JOHNSON-HICKAM SUBDIVISION AT RECEPTION NUMBER 480782, SITUATED IN THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID ALLEY RIGHT OF WAY, AND THE SOUTH LINE OF THE NORTH 25 FEET, LOT 4, SAID BLOCK, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION BEARS N64°05'36"W, A DISTANCE OF 1279.29 FEET, WHERE THE NORTH LINE OF SAID NORTHWEST 1/4 BEARS N89°42'41"E, A DISTANCE OF 2661.10 FEET PER THE CITY OF AURORA HORIZONTAL CONTROL MAP BOOK 03C, MONUMENTED BY A 3 1/4" ALUMINUM CAP STAMPED 20683 IN RANGE BOX ON THE EAST AND WEST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO:

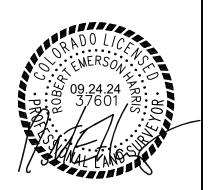
THENCE N00°18'28"W, A DISTANCE OF 175.00 FEET, ON SAID WEST LINE, TO THE NORTH LINE OF SAID BLOCK;

THENCE N89°40'24"E, A DISTANCE OF 16.00 FEET, ON SAID NORTH LINE OF SAID BLOCK; THENCE S00°18'28"E, A DISTANCE OF 175.00 FEET, ON THE EAST LINE OF SAID ALLEY RIGHT OF WAY, TO THE SOUTH LINE OF THE NORTH 25 FEET, LOT 7, SAID BLOCK; THENCE S89°40'24"W, A DISTANCE OF 16.00 FEET, ON SAID SOUTH LINE OF SAID LOT 7, TO THE POINT OF BEGINNING.

CONTAINING 2,800± SQUARE FEET (0.064± ACRES)

ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

ROBERT E. HARRIS COLORADO P.L.S. 37601 FOR & ON BEHALF OF GILLIANS LAND CONSULTANTS



NW CORNER, SEC 35, T3S, R67W **FOUND 3 1/4" ALUMINUM CAP STAMPED 20683** IN RANGE BOX

ILLUSTRATION FOR

EXHIBIT C

SHEET 2 OF 2

N1/4 CORNER. SEC 35, T3S, R67W **FOUND 3 1/4" ALUMINUM CAP** STAMPED 20683 IN RANGE BOX

N89°42'41"E

(BASIS OF BEARINGS)

2661.10' N.LINE, NW1/4, SEC 35

TRACT B STAPLETON AURORA

SUBDIVISION FILING NO. 2 CITY AND COUNTY OF DENVER EAST 26TH PLACE N89°40'24"E CITY OF AURORA, COUNTY OF ADAMS (R.O.W. VARIES) 16.00' LOT 10 16' ALLEY R.O.W. LOT 1 (JOHNSON-HICKAM SUBDIVISION) 2,800± SQUARE FEET LOT 2 175.00 175.00" (0.064± ACRES) BLOCK 104 JOHNSON-HICKAM LOT9 SUBDIVISION 60' R.O.W.) LOT 8 LOT 3 NORTH 25' OF LOT 4 NORTH 25' OF LOT 7 S89°40'24"W POINT OF 16.00' **BEGINNING** (REC NO. 2014000014100) (REC NO. 2019000051068)

> EAST 25TH AVENUE (60' R.O.W.)

OWNER: PUBLIC RIGHT OF WAY

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

SCALE: 1" =	60	US	US SURVEY FEET		
60'		0	30'	60'	

JOLIET STREET (60' R.O.W.)

CITY OF AURORA, COLORADO

DRAWN BY: DRH	1" = 60'	R.O.W. FILE NUMBER
CHECKED BY: REH	08-05-2024	JOB NUMBER: 24132

A 16 FOOT WIDE STRIP OF LAND, TO BE VACATED, LYING IN THE NW 1/4 OF SECTION 35, T3S, R67W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO.

LAND DESCRIPTION AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED WARRANT THEY ARE OWNER OF LOTS 1, 2, 3, 8, 9, 10 AND THE NORTH 25 FEET OF LOT 4 AND THE NORTH 25 FEET OF LOT 7, BLOCK 104, JOHNSON-HICKAM SUBDIVISION, TOGETHER WITH

THAT PART OF BLOCK 103, BOSTON HEIGHTS, 2ND FILING, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE (OR SAID NORTH LINE EXTENDED) OF THE PARCEL DESCRIBED IN DEED RECORDED IN BOOK 612 AT PAGE 86 WITH THE WEST LINE OF THE EAST 30 FEET OF SAID BLOCK;

THENCE NORTH, ALONG THE WEST LINE OF THE EAST 30 FEET OF SAID BLOCK TO THE NORTH LINE OF THE SOUTH 301.6 FEET OF SAID BLOCK;

THENCE WEST, PARALLEL WITH THE SOUTH LINE OF SAID BLOCK, TO THE EAST LINE OF THE WEST 30 FEET OF SAID BLOCK;

THENCE SOUTH, ALONG THE EAST LINE OF THE WEST 30 FEET OF SAID BLOCK, TO THE NORTH LINE (OR SAID NORTH LINE EXTENDED) OF THE PARCEL DESCRIBED IN BOOK 972 AT PAGE 270;
THENCE EAST, ALONG THE NORTH LINE OF SAID PARCEL DESCRIBED IN BOOK 972 AT

PAGE 270, TO THE WEST LINE OF A 16-FOOT STRIP THROUGH SAID BLOCK, THE CENTER LINE OF WHICH IS THE NORTH-SOUTH CENTER LINE OF SAID BLOCK;

THENCE FASTERLY TO THE NORTHWEST CORNER OF THE PARCEL DESCRIBED IN DEED

THENCE EASTERLY TO THE NORTHWEST CORNER OF THE PARCEL DESCRIBED IN DEED RECORDED IN BOOK 612 AT PAGE 86;

THENCE EASTERLY, ALONG THE NORTH LINE OF SAID PARCEL DESCRIBED IN BOOK 612 AT PAGE 86, TO THE POINT OF BEGINNING;

EXCEPT THAT PART OF SAID PROPERTY LYING WITHIN A STRIP OF LAND 8 FEET ON EACH SIDE OF THE NORTH-SOUTH CENTER LINE OF SAID BLOCK; AND EXCEPT ANY PORTION OF SAID PROPERTY LYING WITHIN THE NORTH 318.4 FEET OF SAID BLOCK;

AND ALSO EXCEPTING THAT PARCEL CONVEYED TO THE CITY OF AURORA IN QUIT CLAIM DEED RECORDED JUNE 18, 1951 IN BOOK 422 AT PAGE 366, AND FURTHER EXCEPTING, THAT PARCEL CONVEYED IN SPECIAL WARRANTY DEED RECORDED DECEMBER 8, 1951 IN BOOK 432 AT PAGE 273, COUNTY OF ADAMS, STATE OF COLORADO,

TOGETHER WITH

THOSE VACATED RIGHTS OF WAY OF EAST 26TH PLACE IN RECEPTION NUMBER ______, AND JAMAICA STREET IN RECEPTION NUMBER ______, AND THAT 16 FOOT ALLEY IN SAID BLOCK 103 IN RECEPTION NUMBER ______, AND THAT 16 FOOT ALLEY IN SAID BLOCK 104 IN RECEPTION NUMBER ______, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE PARCEL DESCRIBED IN SAID BOOK 612, PAGE 86, AND THE WEST RIGHT OF WAY LINE OF JAMAICA STREET AS DESCRIBED IN SAID BOOK 422 AT PAGE 366, FROM WHICH THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 BEARS N59°50'37"W, A DISTANCE OF 1114.45 FEET, WHERE THE NORTH LINE OF SAID SECTION BEARS N89°42'41"E, A DISTANCE OF 2661.10 FEET PER THE CITY OF AURORA HORIZONTAL CONTROL MAP BOOK 03C, MONUMENTED BY A 3 1/4" ALUMINUM CAP STAMPED 20683 IN RANGE BOX ON THE EAST AND WEST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO:

THENCE S89°40'24"W, A DISTANCE OF 270.23 FEET, ON THE NORTH LINE OF SAID BOOK 612, PAGE 86, AND THE NORTH LINE OF SAID BOOK 972 AT PAGE 270, TO THE EAST RIGHT OF WAY LINE OF IRONTON STREET AS DESCRIBED IN SAID BOOK 422 AT PAGE 366; THENCE N00°18'28"W, A DISTANCE OF 160.03 FEET, ON SAID EAST RIGHT OF WAY LINE; THENCE ON A NON-TANGENT CURVE TO THE LEFT 37.71 FEET, WITH A RADIUS OF 437.50 FEET, A DELTA OF 4°56'18", AND A CHORD WHICH BEARS N14°21'06"E, A DISTANCE OF 37.70 FEET, TO THE SOUTH LINE OF THE NORTH 318.4 FEET OF SAID BLOCK 103; THENCE N89°42'41"E, A DISTANCE OF 590.85 FEET, ON SAID SOUTH LINE, TO THE EXTENSION OF THE WEST RIGHT OF WAY LINE OF JOLIET STREET, AS DEDICATED BY SAID SUBDIVISION:

THENCE S00°18'28"E, A DISTANCE OF 196.24 FEET, ON SAID WEST RIGHT OF WAY LINE OF JOLIET STREET, TO THE SOUTH LINE OF THE NORTH 25 FEET OF SAID LOTS 4 AND 7; THENCE S89°40'24"W, A DISTANCE OF 270.16 FEET, ON SAID SOUTH LINE OF THE NORTH 25 FEET OF SAID LOTS 4 AND 7, TO THE EAST RIGHT OF JAMAICA STREET AS DEDICATED BY SAID SUBDIVISION;

THENCE S89°48'25"W, A DISTANCE OF 60.00 FEET, TO THE POINT OF BEGINNING. CONTAINING 117,714 SQUARE FEET OR 2.702 ACRES, MORE OR LESS; HAVE LAID OUT, PLATTED, AND SUBDIVIDED THE SAME INTO A LOT, AND A BLOCK AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF *STANLEY 98 SUBDIVISION FILING NO. 1* AND BY THESE PRESENTS DO HEREBY DEDICATE TO THE CITY OF AURORA, COLORADO, FOR THE PERPETUAL USE OF THE PUBLIC, THE STREETS, EASEMENTS, AS SHOWN HEREON AND NOT PREVIOUSLY DEDICATED TO THE PUBLIC.

OWNER:

UC SMP, LLC, A COLORADO LIMITED LIABILITY COMPANY

SIGNATURE		
PRINT NAME	PRINT TITLE	
NOTARIAL:		
STATE OF COLORADO) COUNTY OF ADAMS) SS		
THE FOREGOING INSTRUMENT OF, 2		EDGED BEFORE ME THISDAY
BY:	AS , AS PRESIDE	OF ENT.
WITNESS MY HAND AND OFFICE	AL SEAL:	
NOTARY PUBLIC		
MY COMMISSION EXPIRES: _		

STANLEY 98 SUBDIVISION FILING NO. 1

A RESUBDIVISION OF A PART OF BLOCK 104,

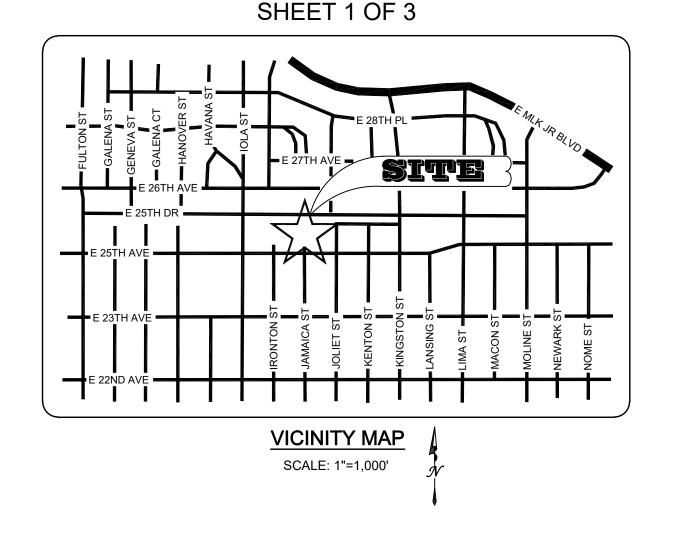
JOHNSON-HICKAM SUBDIVISION,

AND A PART OF BLOCK 103, BOSTON HEIGHTS 2ND FILING,

THE NORTHWEST 1/4 OF SECTION 35,

TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,

CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO



CONTRACT PURCHASER: HOUSING AUTHORITY OF THE CITY OF AURORA, COLORADO, A BODY CORPORATE AND POLITIC

SIGNATURE	
PRINT NAME	PRINT TITLE

NOTARIAL:

STATE OF COLORADO)
COUNTY OF ADAMS) SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS __DAY OF _______, 20___A.D.

BY:______ AS _____ OF ____, AS PRESIDENT.

WITNESS MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC

MY COMMISSION EXPIRES: ____

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY I WAS IN RESPONSIBLE CHARGE OF THE SURVEY WORK USED IN THE PREPARATION OF THIS PLAT; THE POSITIONS OF THE PLATTED POINTS SHOWN HEREON HAVE AN ACCURACY OF NOT LESS THAN ONE (1) FOOT IN TEN THOUSAND (10,000) FEET PRIOR TO ADJUSTMENTS; AND ALL BOUNDARY MONUMENTS AND CONTROL CORNERS SHOWN HEREON WERE IN PLACE AS DESCRIBED ON _______. I FURTHER CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE AND IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE TO MY KNOWLEDGE, INFORMATION, AND BELIEF. THIS CERTIFICATION IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

ROBERT E. HARRIS COLORADO P.L.S. 37601 FOR & ON BEHALF OF GILLIANS LAND CONSULTANTS

CITY OF AURORA APPROVALS:

THE FOREGOING INSTRUMENT	I IS APPROVED FOR	FILING AND CONVEY	ANCE OF
STREETS, EASEMENTS AS SHO	OWN HEREON AND IS	ACCEPTED BY THE	CITY OF
AURORA, COLORADO, THIS	DAY OF	,20A.D, SU	BJECT TO THE
CONDITION THAT THE CITY SH	IALL UNDERTAKE MA	INTENANCE OF ANY	SUCH STREETS
ONLY AFTER CONSTRUCTION	HAS BEEN COMPLET	ED BY THE SUBDIVID	ER TO CITY OF
AURORA SPECIFICATIONS			

ITY ENGINEER	DATE
LANNING DIRECTOR	DATE

MORTGAGE HOLDER

THE UNDERSIGNED, AS MORTGAGE HOLDERS ON PART OR ALL OF THE HEREON SHOWN REAL PROPERTY, DO HEREBY AGREE AND CONSENT TO THE PLATTING OF SAID PROPERTY AS SHOWN HEREON.

ENTERPRISE COMMUNITY LOAN FUND, INC., A MARYLAND NONSTOCK, NONPROFIT CORPORATION, AS ADMINISTRATIVE AGENT FOR CERTAIN LENDERS, ITS SUCCESSORS AND/OR ASSIGNS

2	EASEMENT CHANGES	12-04-2024	DRH
1	CITY COMMENTS	11-18-2024	DRH
NO	REVISION RECORD	DATE	BY

GILLIANS LAND CONSULTANTS

P.O. BOX 375

P.O. BOX 375
BENNETT, CO 80102
303-972-6640
www.gillianslc.com
JN: 24132
INITIAL SUBMITTAL DATE: 09/27/2024

STANLEY 98 SUBDIVISION FILING NO. 1

A RESUBDIVISION OF A PART OF BLOCK 104, JOHNSON-HICKAM SUBDIVISION, AND A PART OF BLOCK 103, BOSTON HEIGHTS 2ND FILING, THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 2 OF 3

NOTES

- 1. NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.
- 2. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY GILLIANS LAND CONSULTANTS TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD, RIGHT OF WAY, AND TITLE OF RECORD. GILLIANS LAND CONSULTANTS RELIED UPON LAND TITLE GUARANTEE COMPANY ORDER NUMBER: ABD70821440-5, COMMITMENT DATE 12/27/2023 AT 5:00 P.M. FOR THIS INFORMATION.
- 3. DISTANCES ON THIS SURVEY ARE EXPRESSED IN US SURVEY FEET AND DECIMALS THEREOF. A US SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.
- RIGHT-OF-WAY FOR INGRESS AND EGRESS FOR SERVICE AND EMERGENCY VEHICLES IS GRANTED OVER, ACROSS, ON, AND THROUGH ANY AND ALL PRIVATE ROADS, WAYS, AND FIRE LANES NOW OR HEREAFTER ESTABLISHED ON THE DESCRIBED PROPERTY. THE SAME ARE HEREBY DESIGNATED AS FIRE LANES AND EMERGENCY AND SERVICE VEHICLE ROADS AND SHALL BE POSTED "NO PARKING- FIRE LANE".
- 5. THE EASEMENT AREA WITHIN EACH LOT OR TRACT IS TO BE CONTINUOUSLY MAINTAINED BY THE OWNER OF THE LOT OR TRACT EXCEPTING THE CITY OF AURORA FROM SUCH RESPONSIBILITY. ANY STRUCTURES INCONSISTENT WITH THE USE GRANTED IN THE EASEMENT ARE PROHIBITED.

COVENANTS:

THE UNDERSIGNED OWNER(S), FOR THEMSELVES, THEIR HEIRS, SUCCESSORS AND ASSIGNS (COLLECTIVELY HEREAFTER "OWNER"), COVENANT AND AGREE WITH THE CITY OF AURORA

ALL ELECTRICAL, COMMUNITY UTILITY LINES AND SERVICES, AND STREET LIGHTING CIRCUITS, EXCEPT AS PROVIDED IN SECTION 126-505 OF THE CITY CODE AS THE SAME MAY BE AMENDED FROM TIME TO TIME, SHALL BE INSTALLED UNDERGROUND;

ALL CROSSINGS OR ENCROACHMENTS, INCLUDING BUT NOT LIMITED, TO PRIVATE LANDSCAPE IRRIGATION SYSTEMS, UNDERDRAINS, OR PRIVATE UTILITIES INTO EASEMENTS OWNED BY THE CITY OF AURORA ARE ACKNOWLEDGED BY THE UNDERSIGNED AS BEING SUBJECT TO THE CITY OF AURORA'S USE AND OCCUPANCY OF SAID EASEMENTS AND RIGHTS-OF-WAY. THE UNDERSIGNED, THEIR SUCCESSORS AND ASSIGNS, HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS THE CITY OF AURORA FOR ANY LOSS, DAMAGE, OR REPAIR TO PRIVATE LANDSCAPE IRRIGATION SYSTEMS, UNDERDRAINS, OR PRIVATE UTILITIES THAT MAY RESULT FROM THE CITY OF AURORA'S USE AND OCCUPANCY OR EXERCISE OF ITS RIGHTS IN SAID EASEMENTS AND RIGHTS OF WAY. THE UNDERSIGNED, ITS SUCCESSORS AND ASSIGNS, FURTHER AGREES TO REMOVE, REPAIR, REPLACE, RELOCATE, MODIFY, OR OTHERWISE ADJUST SAID PRIVATE LANDSCAPE IRRIGATION SYSTEMS, UNDERDRAINS, PRIVATE DETENTION POND AND DRAINAGE FEATURES. OR PRIVATE UTILITIES UPON REQUEST FROM THE CITY OF AURORA AND AT NO EXPENSE TO THE CITY OF AURORA.

THE AREA(S) LABELED "DRAINAGE EASEMENT" ("DRAINAGE EASEMENT AREA") HEREON DEPICT EASEMENT(S) HEREBY DEDICATED BY THE OWNER TO THE CITY AS SET FORTH HEREIN. OWNER GRANTS THE RIGHT, PRIVILEGE AND AUTHORITY, BUT NOT THE OBLIGATION, TO THE CITY TO SURVEY, CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN, REMOVE, REPLACE, UPGRADE AND USE: STORM DRAINAGE FACILITIES, INCLUDING BUT NOT LIMITED TO FENCES, GATES, SIGNS, WALLS, CHANNELS, DROP STRUCTURES, TRICKLE CHANNELS, OUTLET STRUCTURES, FOREBAY, WEIR SECTIONS. INCLUDING ALL FIXTURES. DEVICES STRUCTURES, GRADING, AND ANY AND ALL OTHER APPURTENANCES THERETO WHATSOEVER NECESSARY OR USEFUL IN THE OPERATION OF A DRAINAGE AREA AND ALL OTHER ITEMS LOCATED BELOW GRADE LEVEL. AT GRADE LEVEL AND ABOVE GRADE LEVEL WITHIN THE DRAINAGE EASEMENT AREA (COLLECTIVELY AND INDIVIDUALLY HEREINAFTER REFERRED TO AS "DRAINAGE FACILITIES"), TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER, ACROSS, ON AND THROUGH SAID DRAINAGE EASEMENT AREA, AND THE RIGHT TO REMOVE OBJECTS OR STRUCTURES THEREFROM THAT INTERFERE OR ENDANGER ANY DRAINAGE FACILITIES AS DETERMINED BY THE CITY IN ITS SOLE DISCRETION AND WITHOUT LIABILITY OR EXPENSE TO THE CITY. THE DRAINAGE EASEMENT TOGETHER WITH ANY AND ALL DRAINAGE FACILITIES LOCATED WITHIN THE DRAINAGE EASEMENT AREA ARE TO BE CONSTRUCTED AND CONTINUOUSLY MAINTAINED BY THE OWNER OF THE APPLICABLE PORTION OF THE DRAINAGE EASEMENT AREA AND AT NO COST TO THE CITY, SUCH OWNER HAS RESPONSIBILITY AND LIABILITY FOR THE APPLICABLE DRAINAGE EASEMENT AREA, DRAINAGE FACILITIES, AND THEIR MAINTENANCE. THE CITY, IN CITY'S SOLE DISCRETION AND WITHOUT ASSUMING RESPONSIBILITY OR LIABILITY FOR THE DRAINAGE EASEMENT AREA, DRAINAGE FACILITIES OR THEIR MAINTENANCE, MAY ENTER THE DRAINAGE EASEMENT AREA FOR THE PURPOSES SET FORTH HEREIN AND FOR CLEANING, MAINTAINING, REPAIRING. CONSTRUCTING, OR IMPROVING THE DRAINAGE EASEMENT AREA OR DRAINAGE FACILITIES AT THE EXPENSE OF THE APPLICABLE OWNER, FOLLOWING SUCH OWNER'S FAILURE TO REASONABLY CURE ANY DEFAULT UPON RECEIPT OF WRITTEN NOTICE OF THE SAME. SUCH OWNER SHALL PROMPTLY REIMBURSE THE CITY, UPON REQUEST, FOR ANY EXPENSE RELATED THERETO (INCLUDING, BUT NOT LIMITED TO REMOVAL, REMEDIATION, COURT, COLLECTION AND ATTORNEYS' FEES AND COSTS). FAILURE TO REIMBURSE THE CITY MAY RESULT IN THE CITY RECORDING A MECHANIC AND MATERIAL MEN'S LIEN AGAINST THE APPLICABLE PORTION OF THE DRAINAGE EASEMENT AREA IN THE RECORDS OF THE COUNTY CLERK AND RECORDER'S OFFICE WHERE THE DRAINAGE EASEMENT AREA IS LOCATED.

THE AREA(S) LABELED "FIRE LANE EASEMENT" ("FIRE LANE EASEMENT AREA") HEREON DEPICT EASEMENT(S) HEREBY DEDICATED BY THE OWNER TO THE CITY AS SET FORTH HEREIN. OWNER GRANTS THE RIGHT, PRIVILEGE AND AUTHORITY, BUT NOT THE OBLIGATION, TO THE CITY TO SURVEY, CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN, REMOVE, REPLACE, UPGRADE AND USE: FACILITIES, AND ALL FIXTURES, DEVICES AND STRUCTURES WHATSOEVER NECESSARY OR USEFUL IN THE OPERATION OF A FIRE LANE OVER, ACROSS, ON AND THROUGH THE AREAS DEPICTED HEREON AS FIRE LANE EASEMENT; TOGETHER WITH THE RIGHT-OF-WAY FOR INGRESS AND EGRESS OF EMERGENCY AND SERVICE VEHICLES OVER, ACROSS, ON AND THROUGH THE AREAS DEPICTED HEREON AS FIRE LANE EASEMENTS, WHICH SAID LANES TO BE DEDICATED AND DESIGNATED AS FIRE LANE EASEMENTS AND EMERGENCY AND SERVICE VEHICLE ROADS: FIRE LANE EASEMENTS SHALL BE CONSTRUCTED AND MAINTAINED BY EACH OWNER OF THE APPLICABLE PORTION OF THE FIRE LANE EASEMENT AREA AT NO COST TO THE CITY IN ACCORDANCE WITH CURRENT CITY STANDARDS FOR FIRE LANE EASEMENTS AND SHALL BE POSTED BY SUCH OWNER WITH SIGNS STATING "NO PARKING - FIRE LANE" IN ACCORDANCE WITH THE CITY CODE OF AURORA, COLORADO (COLLECTIVELY AND INDIVIDUALLY HEREINAFTER REFERRED TO AS "FIRE LANE FACILITIES"). OWNER ALSO GRANTS THE CITY THE RIGHT OF INGRESS AND EGRESS OVER, ACROSS, ON AND THROUGH SAID FIRE LANE EASEMENT AREA, AND THE RIGHT TO REMOVE OBJECTS OR STRUCTURES THEREFROM THAT INTERFERE OR ENDANGER ANY FIRE LANE FACILITIES AS DETERMINED BY THE CITY IN ITS SOLE DISCRETION AND WITHOUT LIABILITY OR EXPENSE TO THE CITY. OWNER HAS RESPONSIBILITY AND LEGAL LIABILITY FOR THE FIRE LANE EASEMENT AREA, CONSTRUCTION OF FIRE LANE FACILITIES AND CONTINUOUS MAINTENANCE OF THE FIRE LANE EASEMENT AREA. FIRE LANE FACILITIES AND ALL OTHER ITEMS LOCATED BELOW GRADE LEVEL, AT GRADE LEVEL AND ABOVE GRADE LEVEL WITHIN THE FIRE LANE EASEMENT AREA; ALL AT NO COST TO THE CITY, IN CITY'S SOLE DISCRETION AND WITHOUT ASSUMING RESPONSIBILITY OR LEGAL LIABILITY FOR THE FIRE LANE EASEMENT AREA, FIRE LANE FACILITIES OR THEIR MAINTENANCE, MAY ENTER THE FIRE LANE EASEMENT AREA FOR THE PURPOSES SET FORTH HEREIN AND FOR CLEANING, MAINTAINING, REPAIRING, CONSTRUCTING OR IMPROVING THE EASEMENT OR FIRE LANE FACILITIES AT THE EXPENSE OF THE APPLICABLE OWNER, FOLLOWING SUCH OWNER'S FAILURE TO REASONABLY CURE ANY DEFAULT UPON RECEIPT OF WRITTEN NOTICE OF THE SAME. SUCH OWNER SHALL PROMPTLY REIMBURSE THE CITY FOR ANY EXPENSE RELATED THERETO (INCLUDING, BUT NOT LIMITED TO REMOVAL, REMEDIATION, COURT, COLLECTION AND ATTORNEYS' FEES AND COSTS). FAILURE TO REIMBURSE THE CITY MAY RESULT IN THE CITY RECORDING A MECHANIC AND MATERIAL MEN'S LIEN AGAINST THE APPLICABLE PORTION OF THE FIRE LANE EASEMENT AREA IN THE RECORDS OF THE COUNTY CLERK AND RECORDER'S OFFICE WHERE THE FIRE LAND EASEMENT AREA IS LOCATED.

THE AREA(S) LABELED AS "WATER EASEMENT" HEREON DEPICT EASEMENT(S) DEDICATED BY THE OWNER TO THE CITY FOR USE BY THE CITY, BUT NOT BY THIRD PARTY PUBLIC UTILITIES, TO SURVEY, INSTALL, CONSTRUCT, RECONSTRUCT, RELOCATE, REPLACE, MAINTAIN, ENLARGE, UPGRADE, REPAIR, USE, OPERATE, PATROL, CONTROL, IMPROVE, TEST, INSPECT OR REMOVE AT ANY TIME AND FROM TIME TO TIME AS MAY BE NECESSARY AND USEFUL TO, OR REQUIRED BY CITY, ANY AND ALL IMPROVEMENTS, FACILITIES AND APPURTENANCES TO WATER LINES, WATER MAINS, METERS, FIRE HYDRANTS CONDUITS, VAULTS, METERS, VALVES, MANHOLES, VENT PIPES, UTILITY LOCATION MARKERS OR ANY OTHER WATER UTILITY STRUCTURES INCLUDING, BUT NOT LIMITED TO, ANY AND ALL NECESSARY CABLES WIRES AND ALL IMPROVEMENTS AND APPURTENANCES THERETO, AND ALL FACILITIES, AND FIXTURES, DEVICES AND STRUCTURES AND APPURTENANCES WHATSOEVER NECESSARY OR USEFUL IN THE OPERATION OF ANY OF THEM AND TO MAKE ANY NEEDED CUTS AND FILLS IN THE EARTH IN, ON, UNDER, THROUGH, OVER AND ACROSS THE AREAS LABELED AS "WATER EASEMENT" FOR AND BEING FURTHER SUBJECT TO THOSE TERMS AND CONDITIONS SET FORTH IN THE DOCUMENT ENTITLED "GENERAL EASEMENT TERMS AND CONDITIONS" RECORDED ON DATE IN THE RECORDS OF THE ADAMS, ARAPAHOE, DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE AT RECEPTION NOS. (ADAMS COUNTY) 2024000018661, (ARAPAHOE COUNTY) E4021602, (DOUGLAS COUNTY) 2024013875, RESPECTIVELY.

THE AREA(S) LABELED AS "SANITARY SEWER EASEMENT" HEREON DEPICT EASEMENT(S) HEREBY DEDICATED BY THE OWNER TO THE CITY FOR USE BY THE CITY, BUT NOT BY THIRD PARTY PUBLIC UTILITIES, TO SURVEY, INSTALL, CONSTRUCT, RECONSTRUCT, RELOCATE. REPLACE, MAINTAIN, ENLARGE, UPGRADE, REPAIR, USE, OPERATE, PATROL, CONTROL, IMPROVE, TEST, INSPECT OR REMOVE AT ANY TIME AND FROM TIME TO TIME AS MAY BE NECESSARY AND USEFUL TO, OR REQUIRED BY CITY, ANY AND ALL IMPROVEMENTS, FACILITIES AND APPURTENANCES TO SANITARY SEWER COLLECTION MAINS AND TRANSMISSION MAINS, LINES AND ALL FACILITIES, FIXTURES, DEVICES AND STRUCTURES AND APPURTENANCES WHATSOEVER NECESSARY OR USEFUL IN THE OPERATION OF ANY OF THEM AND BEING FURTHER SUBJECT TO THOSE TERMS AND CONDITIONS SET FORTH IN THE DOCUMENT ENTITLED "GENERAL EASEMENT TERMS AND CONDITIONS" RECORDED ON DATE IN THE RECORDS OF THE ADAMS/ARAPAHOE/DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE AT RECEPTION NOS. (ADAMS COUNTY) 2024000018661, (ARAPAHOE COUNTY) E4021602, (DOUGLAS COUNTY) 2024013875, RESPECTIVELY.

THE AREA(S) LABELED AS "STORM SEWER EASEMENT" HEREON DEPICT EASEMENT(S) HEREBY DEDICATED BY THE OWNER TO THE CITY FOR USE BY THE CITY, BUT NOT BY THIRD PARTY PUBLIC UTILITIES, TO SURVEY, INSTALL, CONSTRUCT, RECONSTRUCT, RELOCATE, REPLACE, MAINTAIN, ENLARGE UPGRADE, REPAIR, USE, OPERATE, PATROL, CONTROL, IMPROVE, TEST, INSPECT OR REMOVE AT ANY TIME AND FROM TIME TO TIME AS MAY BE NECESSARY AND USEFUL TO, OR REQUIRED BY CITY, ANY AND ALL IMPROVEMENTS, FACILITIES AND APPURTENANCES TO STORM COLLECTION MAINS AND TRANSMISSION MAINS, LINES, DRAINS, AND IRRIGATION LINES AND ALL FACILITIES, FIXTURES, DEVICES, APPURTENANCES AND STRUCTURES WHATSOEVER NECESSARY OR USEFUL IN THE OPERATION OF ANY OF THEM AND BEING FURTHER SUBJECT TO THOSE TERMS AND CONDITIONS SET FORTH IN THE DOCUMENT ENTITLED "GENERAL EASEMENT TERMS AND CONDITIONS" RECORDED ON DATE IN THE RECORDS OF THE ADAMS/ARAPAHOE/DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE AT RECEPTION NOS. (ADAMS COUNTY) 2024000018661, (ARAPAHOE COUNTY) E4021602, (DOUGLAS COUNTY) 2024013875, RESPECTIVELY.

THE AREA(S) LABELED AS "UTILITY EASEMENT" HEREON DEPICT EASEMENT(S) HEREBY DEDICATED BY THE OWNER TO THE CITY FOR USE BY PUBLIC UTILITY COMPANIES AUTHORIZED IN WRITING BY THE CITY FOR PROVISION OF SERVICES REQUIRED OR ORDINARILY PERFORMED WITHIN THE UTILITY EASEMENT BY THIRD PARTY PUBLIC UTILITY PROVIDERS OF ELECTRIC, TELEVISION, CABLE, TELECOMMUNICATION FACILITIES, AND OTHER PUBLIC UTILITIES TO SURVEY, INSTALL, CONSTRUCT, RECONSTRUCT, RELOCATE, REPLACE, MAINTAIN, ENLARGE, UPGRADE, REPAIR, USE, OPERATE, PATROL, CONTROL, IMPROVE, TEST, INSPECT OR REMOVE AT ANY TIME AND FROM TIME TO TIME AS MAY BE USEFUL TO, OR REQUIRED BY CITY, ANY AND ALL PIPES, CASINGS, WIRES, CONDUIT, CULVERTS, VALVES, VENTILATORS, MANHOLES, EQUIPMENT, OR MATERIAL AND ANY OTHER APPURTENANCES NECESSARY, AND TO MAKE ANY CUTS AND FILLS IN THE EARTH NEEDED ONLY IN, ON, UNDER, THROUGH, OVER AND ACROSS THE "UTILITY EASEMENT" FOR ONE OR MORE PUBLIC UTILITY IMPROVEMENTS INCLUDING ALL THINGS DEEMED BY THE CITY, IN ITS SOLE DISCRETION, TO BE NECESSARY OR CONVENIENT FOR THE OPERATION OF SUCH PUBLIC UTILITY. THE AUTHORIZED PUBLIC UTILITY SHALL MAINTAIN SAID IMPROVEMENTS INSTALLED BY THE PUBLIC UTILITY WITHIN, ACROSS, UNDER OR UPON THE UTILITY EASEMENT. HOWEVER, THE CITY SHALL HAVE THE PERPETUAL RIGHT, BUT NOT OBLIGATION, TO CUT, TRIM, CONTROL AND REMOVE TREES, BRUSH, AND OTHER OBSTRUCTIONS WHICH INJURE OR INTERFERE WITH THE CITY'S OR AUTHORIZED PUBLIC UTILITY'S IMPROVEMENTS, USE, OCCUPATION OR ENJOYMENT OF THE UTILITY EASEMENT, OR THEIR RIGHTS IN THE UTILITY EASEMENT, WITHOUT LIABILITY TO THE CITY FOR DAMAGES ARISING THEREFROM.

GILLIANS LAND CONSULTANTS

P.O. BOX 375 BENNETT, CO 80102 303-972-6640 www.gillianslc.com JN: 24132 INITIAL SUBMITTAL DATE: 09/27/2024

LINE TABLE STANLEY 98 SUBDIVISION FILING NO. 1 LENGTH LINE **BEARING LEGEND** S00°17'19"E L1 16.43' A RESUBDIVISION OF A PART OF BLOCK 104, L2 S00°18'28"E 15.86' SET #5 REBAR (18") WITH 1.25" GREEN PLASTIC CAP L3 8.59' S85°55'10"W STAMPED "PLS 37601" JOHNSON-HICKAM SUBDIVISION, 10.07' L4 S89°41'32"W L5 8.21' AND A PART OF BLOCK 103, BOSTON HEIGHTS 2ND FILING, FOUND SECTION CORNER MONUMENT AS NOTED N85°55'10"E L6 N00°18'28"W 13.87' FOUND #5 REBAR & YELLOW CAP THE NORTHWEST 1/4 OF SECTION 35, L7 N00°18'28"W 13.06' STAMPED 38226 L8 N85°55'10"E 8.26' TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M., L9 8.87' N85°55'10"E FOUND MONUMENT AS NOTED L12 S00°18'28"E 18.77' CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO SUBJECT PROPERTY BOUNDARY L13 S00°18'28"E 8.37' SCALE: 1" = 40 US SURVEY FEET SHEET 3 OF 3 L14 S63°11'34"W 10.00' DRAINAGE EASEMENT L15 S89°41'32"W 10.47' 20' L16 14.58' N89°41'32"E FIRE LANE EASEMENT **CURVE TABLE** L17 S00°18'28"E 10.00' CURVE LENGTH **RADIUS** DELTA CH LENGTH CH BEARING UTILITY EASEMENT L18 S89°41'32"W 14.58' 100.00' S87°48'21"W C1 6.58' 3°46'22" 6.58' L19 N00°18'28"W 10.00' WATER EASEMENT C2 40.84' 26.00' 90°00'00" S44°41'32"W 36.77' L20 N89°41'32"E 23.16' C3 3.12' 26.00' 6°52'16" S86°15'24"W 3.12' L21 S00°18'28"E 10.00' N1/4 CORNER, C4 24.13' 26.00' 53°10'20' S56°14'06"W 23.27' NW CORNER, SEC 35, T3S, R67W L22 S89°41'32"W 23.16' C5 13.59' 26.00' 29°57'25" S14°40'14"W 13.44' SEC 35, T3S, R67W FOUND 3 1/4" ALUMINUM CAP L23 N00°18'28"W 10.00' FOUND 3 1/4" ALUMINUM CAP C6 45.55' 29.00' 90°00'00" N45°18'28"W 41.01' STAMPED URS CORP 20683 2011 STAMPED URS CORP 20683 2006 C7 IN RANGE BOX 5.93' 90.00' 3°46'22" S87°48'21"W 5.93' (BASIS OF BEARINGS) IN RANGE BOX N89°42'41"E 2661.10' N.LINE, NW 1/4, SEC 35 TRACT B STAPLETON AURORA SUBDIVISION FILING NO. 2 OWNER: PARK CREEK PART OF BLOCK 103. DRAINAGE METROPOLITAN DISTRICT BOSTON HEIGHTS, 2ND FILING EASEMENT (BOOK 432, PAGE 273) 10' UTILITY N89°42'41"E 590.85' EASEMENT 147.95 18.63' 30.00' 9 L4 L3 30.07' L5 C1 257.06 EAST 26TH PLACE DRAINAGE EASEMENT - 13.02¹ 30.00' L=37.71' (R.O.W. VARIES) 260.96 N89°41'32"E 270.39 R=437.50' 271.03 N89°41'32"E 23' FIRE LANE, ACCESS, - L=20.74' N89'41'32"E 266.39 Δ=4°56'18" 30' STORM SEWER EASEMENT 30.00' AND WATER EASEMENT N89'41'32"E - 3.04° Ch B=N14°21'06"E RESERVED BY SEPARATE DOCUMENT 589°41'32"W 259.16 256.23' Ch 1mc3 N89°41'32"E Ch L=37.70' 49.73 26' FIRE LANE, ACCESS AND WATER EASEMENT FOUND #5 REBAR WATER & YELLOW CAP **EASEMENT** STAMPED 38226 0.5' SOUTH OF PL **DRAINAGE** LOT 1 **EASEMENT** 30' FIRE LANE, ACCESS, BLOCK 105 BLOCK 1 AND WATER EASEMENT JOHNSON-HICKAM 117,714± SQUARE FEET SUBDIVISION (2.702± ACRES) WATER **EASEMENT GARDINEER** WATER SUBDIVISION **EASEMENT** 10' UTILITY EASEMENT 4' UTILITY EASEMENT 5' UTILITY EASEMENT IRONTON STF (60' R.O.W. (BOOK 422, PAG 270.16' S89°40'24"W S89°48'25"W 270.23' S89°40'24"W BLOCK 104 FOUND 60.00' SOUTH 25' LOT 7 POINT OF JOHNSON-HICKAM SOUTH 25' LOT 4 #3 REBAR BEGINNING SUBDIVISION 30.00' 30.00' PART OF BLOCK 103, PART OF BLOCK 103, 422, PAGE 366) JAMAICA STREET (60' R.O.W.) BOSTON HEIGHTS, 2ND FILING BOSTON HEIGHTS, 2ND FILING (BOOK 612, PAGE 86) (BOOK 972, PAGE 270) LOT 6 LOT 5 EAST 25TH AVENUE (60' R.O.W.) **GILLIANS LAND CONSULTANTS** P.O. BOX 375 BENNETT, CO 80102 BLOCK 130 303-972-6640 RESUBDIVISION OF BLOCKS 130-131 RESUBDIVISION OF BLOCK 129 www.gillianslc.com BOSTON HEIGHTS JN: 24132 **BOSTON HEIGHTS** INITIAL SUBMITTAL DATE: 09/27/2024 SECOND FILING SECOND FILING

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, REPEALING ORDINANCE NO. 2025-15 AS A DUPLICATE OF ORDINANCE NO. 2025-13 DUE TO AN ADMINISTRATIVE ERROR AND CORRECTING SAID ERROR WITH THIS ORDINANCE VACATING A PORTION OF A 16-FOOT WIDE ALLEY RIGHT-OF-WAY, N BLOCK 104 DEDICATED BY THE PLAT OF JOHNSON-HICKAM SUBDIVISION AT RECEPTION NUMBER 480782, SITUATED IN THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M. LOCATED NORTH OF EAST 25TH AVENUE, AND BETWEEN JAMAICA STREET AND JOLIET STREET

WHEREAS, the applicant, the Aurora Housing Authority, requests to vacate a segment of a 16-foot alley right-of-way located north of East 25th Avenue, between Jamaica Street and Joliet Street; and

WHEREAS, the street vacation was previously attempted through Ordinance 2025-15 but due to an administrative error it was a duplicate of Ordinance 2025-13 and must be repealed and corrected through this Ordinance; and

WHEREAS, the street vacation is needed to facilitate the development of an affordable multi-family housing project; and

WHEREAS, Section 146-5.4.2.B.3.C of the Uniform Development Ordinance authorizes City Council to approve a public right-of-way vacation; and

WHEREAS, the City Council finds that the requested vacation will not: (i) create any landlocked parcels, (ii) restrict access to any parcel so that access is unreasonable or economically prohibitive; (iii) vacate a public alley unless such vacation is consistent with the Comprehensive Plan and the resulting land complies with lot access and connectivity requirements per Section 146-4.5 (Access and Connectivity); (iv) reduce the quality of public services to any property, and (v) be inconsistent with any transportation plan adopted by the City.

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

Section 1. Ordinance No. 2025-15 is hereby repealed.

Section 2. The public right-of-way for a portion of a 16-foot alley located north of East 25 th Avenue, between Jamaica Street and Joliet Street, in the City of Aurora, County of Adams State of Colorado, more particularly described in Exhibit A, is hereby vacated.
Section 3. All acts, orders, resolutions, ordinances, or parts thereof, in conflict with his ordinance are hereby repealed to the extent of such conflict.
Section 4. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.
INTRODUCED, READ AND ORDERED PUBLISHED this day of, 2025.
PASSED AND ORDERED PUBLISHED this day of, 2025.
MIKE COFFMAN, Mayor
ATTEST:

BY: Lena McClelland RLA

KADEE RODRIGUEZ, City Clerk

LENA MCCLELLAND, Assistant City Attorney

EXHIBIT A

SHEET 1 OF 2

A PORTION OF THAT 16 FOOT WIDE ALLEY RIGHT OF WAY , TO BE VACATED, IN BLOCK 104 DEDICATED BY THE PLAT OF JOHNSON-HICKAM SUBDIVISION AT RECEPTION NUMBER 480782, SITUATED IN THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID ALLEY RIGHT OF WAY, AND THE SOUTH LINE OF THE NORTH 25 FEET, LOT 4, SAID BLOCK, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION BEARS N64°05'36"W, A DISTANCE OF 1279.29 FEET, WHERE THE NORTH LINE OF SAID NORTHWEST 1/4 BEARS N89°42'41"E, A DISTANCE OF 2661.10 FEET PER THE CITY OF AURORA HORIZONTAL CONTROL MAP BOOK 03C, MONUMENTED BY A 3 1/4" ALUMINUM CAP STAMPED 20683 IN RANGE BOX ON THE EAST AND WEST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO:

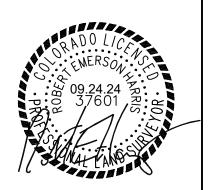
THENCE N00°18'28"W, A DISTANCE OF 175.00 FEET, ON SAID WEST LINE, TO THE NORTH LINE OF SAID BLOCK;

THENCE N89°40'24"E, A DISTANCE OF 16.00 FEET, ON SAID NORTH LINE OF SAID BLOCK; THENCE S00°18'28"E, A DISTANCE OF 175.00 FEET, ON THE EAST LINE OF SAID ALLEY RIGHT OF WAY, TO THE SOUTH LINE OF THE NORTH 25 FEET, LOT 7, SAID BLOCK; THENCE S89°40'24"W, A DISTANCE OF 16.00 FEET, ON SAID SOUTH LINE OF SAID LOT 7, TO THE POINT OF BEGINNING.

CONTAINING 2,800± SQUARE FEET (0.064± ACRES)

ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

ROBERT E. HARRIS COLORADO P.L.S. 37601 FOR & ON BEHALF OF GILLIANS LAND CONSULTANTS



NW CORNER, SEC 35, T3S, R67W FOUND 3 1/4" ALUMINUM CAP STAMPED 20683 IN RANGE BOX

ILLUSTRATION FOR

EXHIBIT A

SHEET 2 OF 2

N1/4 CORNER, SEC 35, T3S, R67W FOUND 3 1/4" ALUMINUM CAP STAMPED 20683 IN RANGE BOX

> JOLIET STREET (60' R.O.W.)

N89°42'41"E

(BASIS OF BEARINGS)

2661.10' N.LINE, NW1/4, SEC 35

TRACT B STAPLETON AURORA SUBDIVISION FILING NO. 2

CITY AND COUNTY OF DENVER EAST 26TH PLACE N89°40'24"E CITY OF AURORA, COUNTY OF ADAMS (R.O.W. VARIES) 16.00' LOT 10 16' ALLEY R.O.W. LOT 1 (JOHNSON-HICKAM SUBDIVISION) 2,800± SQUARE FEET LOT 2 175.00" (0.064± ACRES) BLOCK 104 JOHNSON-HICKAM LOT9 SUBDIVISION 60' R.O.W.) LOT 8 LOT 3 NORTH 25' OF LOT 4 NORTH 25' OF LOT 7 S89°40'24"W POINT OF 16.00' **BEGINNING** (REC NO. 2014000014100) (REC NO. 2019000051068)

> EAST 25TH AVENUE (60' R.O.W.)

EQ. LIS SUDVEY FEE

ET

OWNER: PUBLIC RIGHT OF WAY

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

SCALE: 1" =	60	US S	URVEY	/ FEE I
60'		0	30'	60'

CITY OF AURORA, COLORADO

DRAWN BY:		R.O.W. FILE NUMBER
DRH	1" = 60'	
CHECKED BY:		JOB NUMBER:
REH	08-05-2024	24132

A 16 FOOT WIDE STRIP OF LAND, TO BE VACATED, LYING IN THE NW 1/4 OF SECTION 35, T3S, R67W OF THE 6th P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO.



CITY OF AURORACouncil Agenda Commentary

Item Title: Property Acquisitions - Aero 70 Project	
Item Initiator: Hector Reynoso, Real Property Services Manager, P	ublic works
Staff Source/Legal Source: Hector Reynoso, Real Property Service Assistant City Attorney	es Manager, Public Works / Michelle Gardner, Senior
Outside Speaker: N/A	
Strategic Outcome: Healthy: Connecting natural and built environment and recreation, and preserving sustainable water supplies.	ments with multimodal networks, ensuring access to parks
COUNCIL MEETING DATES:	
Study Session: N/A	
Regular Meeting: 5/5/2025	
2nd Regular Meeting (if applicable): 5/19/2025	
Item requires a Public Hearing: \square Yes \boxtimes N	lo
ITEM DETAILS (Click in highlighted area below bullet point list to e	nter applicable information.)
 Waiver of reconsideration requested, and if so, Sponsor name Staff source name and title / Legal source name Outside speaker name and organization Estimated time: (For Study Session items only and discussion) 	•
2025-45 AN ORDINANCE AUTHORIZING THE CITY OF EMINENT DOMAIN FOR ACQUISITION OF CERTAIN AERO 70 PROJECT Hector Reynoso, Real Property Services Manager, Publ 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 with Waiver of Reconsideration Reason for waiver is described in the Item Details field abo	ve.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committe	e Date: N/A		
Action Taken/Follow-u	o: (Check all that apply)		
☐ Recommends Approva	ıl	☐ Does Not Recommend Approva	I
☐ Forwarded Without Re	commendation	☐ Minutes Not Available	
☐ Minutes Attached			
		nittees, Boards and Commissions, or Staff. Summari. LICY COMMITTEES AND BOARDS AND COMMISSION	
N/A			
ITEM SUMMARY (Brief	description of item, discussi	n, key points, recommendations, etc.)	
("Project") as depicted on main and sanitary sewer i	Exhibit A . The primary on terceptor that will effec	ater, is advancing with construction of the objective of this Project is to install a regional wavely connect to existing City of Aurora systems ction to the existing First Creek Interceptor.	iter transmission
Aurora to secure access a Exhibit B , including Colonetwork. The installation environmental regulations health and environmental	nd permanent easement: brado Interstate Gas (Clawill include advanced mathereby supporting bot safety. The Project requals will allow the City to	tewater effectively. This vital infrastructure upg from four various property owners as depicted 6), to ensure a seamless integration with the erials and technology to ensure durability and current and future growth in the area while m res the acquisition of a permanent easement a ccess, inspect, patrol, protect, repair, relocate, cies.	I in the attached be broader utility compliance with aintaining public and a temporary
continuing efforts to nego staff will send Notice of Int owners that they own prop property values are each	tiate with one landowned ent to Acquires ("NOIA") perty within an area design estimated to exceed five	roved and Aurora's Real Property Services Div CIG. To proceed with the Project on its desire to the remaining property owners. The NOIAs will nated for the public project as the Project program housand dollars (\$5,000), and in accordance values of their choosing at the City's cost.	ed timeline, City I advise property esses. Since the
eminent domain for the Rodriguez, Ostrander and The authorization of the us needed and will ensure nowhen negotiations betwee condemnation process, im	Project. Aurora Water of Prescott ("HROP" Law) to se of eminent domain will of further delays to the Properties of the Condemning authoromediate possession will a	equesting Council to authorize an ordinance allould utilize the legal services of Don Ostrancile any court action, such as petitions for immedallow Aurora staff to obtain possession of the project's schedule. Condemnation is always used by and property owner have reached an impasse low the Project to proceed on schedule while a of the eminent domain process per State law.	der with Hamre, diate possession. roperty interests as a last resort e. As part of the
with the property owners.	City staff recommends t	oly acquire the easement interests needed by fur at Council approve an ordinance authorizing the perty interests for the Project.	
FISCAL IMPACT			
Select all that apply. (If no	o fiscal impact, click that	ox and skip to "Questions for Council")	
☐ Revenue Impact☐ Workload Impact	☐ Budgeted Expenditure I☐ No Fiscal Impact	pact Non-Budgeted Expenditure 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.)

_	expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budgeshift existing budget away from existing programs/services? Provide additional detail as necessary.
N/A	
rovide the non-budge	XPENDITURE IMPACT Eted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Included plies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)
rovide the non-budge	eted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Inclu
rovide the non-budge ersonal Services, Sup _l	eted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Inc

QUESTIONS FOR COUNCIL

Does Council approve the ordinance authorizing the use of eminent domain, pursuant to Aurora City Code Section 12-12, in order to acquire the necessary property interests for the construction of the Aero 70 Project?

LEGAL COMMENTS

Council has the legal authority and power to act by ordinance to use eminent domain pursuant to Section 10-10 of the Aurora Charter, Article XX Sections 1 and 6 of the State Constitution, C.R.S. Section 38-1-101 C.R.S., et seq., and C.R.S. Section 38-6-101, et seq. (Gardner)

ORDINANCE NO. 2025-

AN ORDINANCE AUTHORIZING THE CITY OF AURORA, COLORADO, TO EXERCISE THE POWER OF EMINENT DOMAIN FOR ACQUISITION OF CERTAIN REAL PROPERTY INTERESTS NECESSARY FOR THE AERO 70 PROJECT

WHEREAS, the City of Aurora is a Colorado municipal corporation and home rule city ("City") of the Counties of Adams, Arapahoe, and Douglas of the State of Colorado and it has the legal authority and power of eminent domain per Article XX Sections I and 6 of the State Constitution, Section 10-10 of the City's Home Rule Charter, C.R.S. 38-1101 et seq., and C.R.S. 38-6-101 et seq.; and

WHEREAS, the City of Aurora, through the Aurora Water Department, requires construction of the Aero 70 Project ("Project"); and

WHEREAS, the primary objective of the Project is to install a regional water transmission main and sanitary sewer interceptor that will effectively connect to existing City of Aurora systems; and

WHEREAS, as part of the Project, acquisition of certain real property interests are needed for the sanitary sewer connection to the existing First Creek Interceptor; and

WHEREAS, the City has determined it is necessary to acquire certain real property interests identified in this Ordinance for the construction of the Project, and that acquisition of these real property interests serves the public purpose by providing water and sanitary sewer service; and

WHEREAS, the City has determined that the real property interests are necessary for the Project and said interests and their purported owners are as described in the attached Exhibit A and Exhibit B ("Properties").

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

<u>Section 1.</u> That the City Council hereby finds and determines that it is in the interest of the health, safety, and general welfare of the public, and serves a necessary public purpose, to acquire real property interests in the Properties described in Exhibit A and Exhibit B for the construction of the Project and hereby declares a public need and necessity for the same.

Section 2. The Real Property Services Division, through its staff, agents, or consultants, is authorized to engage in good faith negotiations for acquisition of the interests in the Properties, as a precondition to initiating proceedings in eminent domain. Eminent domain will only be used if good faith negotiations are unsuccessful. If the interests in the Properties cannot be obtained voluntarily, the City is authorized to commence condemnation proceedings to acquire the Properties and prosecute the proceedings to their conclusion.

Section 3. The City Council hereby authorizes itself to exercise the power of eminent domain for the purpose of acquiring interests in the Properties. The City is authorized to exercise the power of eminent domain pursuant to Section 10-10 of the City Charter in the manner provided by Article I of Title 38, Colorado Revised Statutes. The City is authorized to employ all necessary persons for this purpose, including special condemnation counsel, if necessary, and appraisers, surveyors, engineers, and other experts.

<u>Section 4.</u> The City Council has determined there is an immediate public need and necessity to acquire the Properties in order to allow the City of Aurora to proceed with the Project. To ensure timely possession of or title to the Properties, it may be necessary for the City to obtain immediate possession of the Properties.

Section 5. That the City Council hereby authorizes the expenditure of that amount of money which is determined by an appropriate tribunal to constitute just compensation necessary for the acquisition of the interests in the Properties. The City Council hereby authorizes the City's Director of Finance to pay all awards, legal expenses, court costs, and any other expenses of eminent domain lawfully found to be just compensation, as determined by a court of competent jurisdiction.

<u>Section 6.</u> The City or its staff, designee, agents, or representatives shall have the authority to amend the legal descriptions of and the interests sought in the Properties or to add additional properties as deemed necessary in the course of acquiring the Properties for the Project, and any such amendments shall be included in the definition of the Properties contained herein.

<u>Section 7.</u> That, nothing contained in this ordinance shall be construed as precluding or preventing negotiations by the City Attorney, or duly authorized representatives, from purchasing interests in the Properties at private sale, nor shall anything herein be construed as preventing the City of Aurora, upon the acquisition of said interests in the Properties, from terminating the eminent domain proceedings.

<u>Section 8.</u> That, pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the City Clerk.

INTRODUCED,			ORDERED	PUBLISHED	this	_ day of
PASSED AND ORD	ERED P	UBLISH	IED this	day of		, 2025.
			 MIKI	E COFFMAN, M		
ATTEST:						
KADEE RODRIGU	EZ, City	Clerk		_		
APPROVED AS TO	FORM:					
PETER A. SCHULT	E, City A	ttorney				
Michelle Gardner		A ssistan	RLA			



Exhibit A: Aero 70 Regional Improvements



Aurora Water

26791 E Quincy Ave., Aurora, CO 80016 USA www.auroragov.org | 303-739-7370 waterengrgis@auroragov.org January 17, 2025

Legend

Active Wastewater

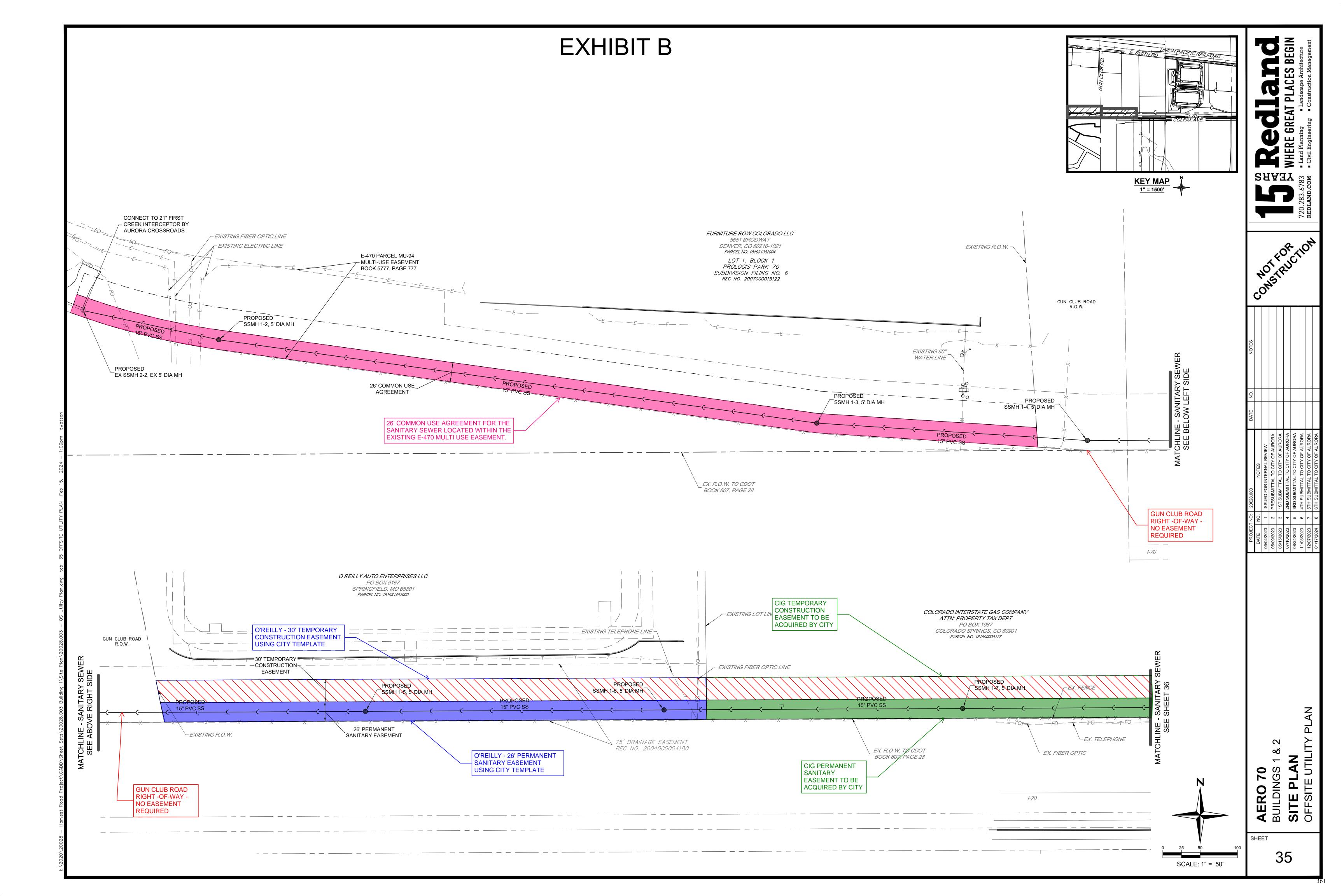
16" Water Line Reimbursement Section

Proposed Wastewater Active Potable Water

12" Wastewater Reimbursement Section 15" Wastewater Reimbursement Section

Proposed Potable Water

360



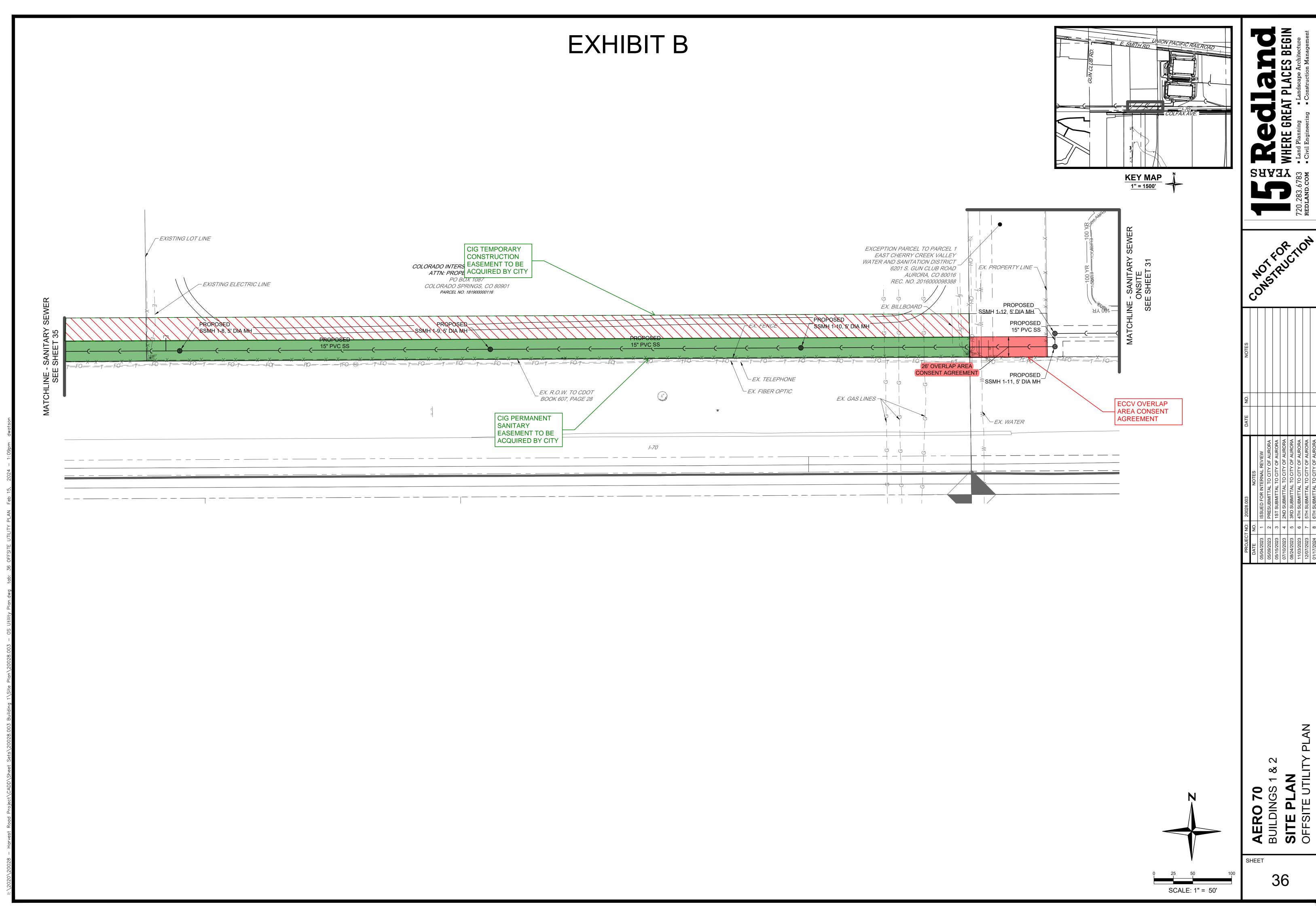


EXHIBIT C

CONDEMNATION PROCEDURES

see C.R.S. Title 38, Article 1 (§ 38-1-101 et seq.)

I. PRE-PETITION STEPS

- A. Obtain a <u>Legal Description</u> of the property, sufficiently clear and definite to enable the property to be located without difficulty, so that the landowner can assess the effects upon his/her/its property.
- B. Pass a <u>Legislative Declaration</u> (an ordinance) identifying the condemnation project, declaring that the project is for a "public use", and finding that the acquisition of the property is necessary for the project.
- C. Obtain an <u>Appraisal</u> from a licensed appraiser of the "reasonable market value" of the property to be condemned, and conduct a <u>Title Search</u> in order to identify all persons with record interests in the property.
- D. Conduct Good Faith Negotiations with the Landowner, including, at a bare minimum, one reasonable offer to purchase, and allowing a reasonable period of time (e.g., two weeks) for the landowner to respond.
- E. Obtain a Current <u>Title Commitment</u>, including the Legal Description and the Status of all Encumbrances on the property.
- F. Send a formal Notice of Intent to Acquire the Property to every person with a record interest in the property.

[Note: If the value of the property to be condemned exceeds \$5,000, the notice of intent to acquire must advise the landowner that the condemnor will pay for the reasonable cost of an appraisal for the landowner if the landowner provides a copy of such appraisal to the condemnor within ninety days after the notice of intent to acquire. The valuation trial may not take place until the ninety days have passed or the condemnor has received the landowner's appraisal, whichever occurs first. However, the condemnor may initiate condemnation proceedings (i.e., file suit) and may obtain possession of the property pursuant to a court order at an "immediate possession hearing" before the passage of the ninety days.]

II. FILING THE CONDEMNATION CASE

- A. Summons
- B. Petition in Condemnation
 - (1) Citation of Constitutional and Statutory Authority to Condemn
 - (2) Reference to Legislative Declaration that Project is for Public Use and that Acquisition of the Property is Necessary for the Project
 - (3) Legal Description of the Property to be Condemned, and the Nature of the Property Interests to be Acquired
 - (4) Identification of all Persons who have or may have an Interest in the Property
 - (5) Statement that Good Faith Negotiations have Failed
 - (6) Prayer for Immediate Possession
 - (7) Reminder of Landowner's Duty to Mitigate Damage Claims
- C. Notice of Lis Pendens
- D. Notice of Immediate Possession Hearing

III. POST-FILING PROCEDURES

- A. Immediate Possession Hearing on Condemnor's Motion
 - -- takes place approximately 30-60 days after filing of petition
 - -- is often stipulated, leaving only "just compensation" to be determined
 - -- is accompanied by condemnor's deposit into court of funds equal to appraised value of property (according to condemnor's appraisal)
- B. <u>Trial</u> to Determine the Value of the Property Interests Condemned
 - -- the date of valuation is usually the date when the condemnor is first authorized to take possession of the property; interest added therefrom
 - -- the burden of proving fair market value is on the landowner
- C. Rule and Order Issued by the Court
 - -- this is the court's judgment, and has the same legal effect as a deed
- D. <u>Hearing</u> on Landowner's Bill of Costs (if these cannot be stipulated)
 - -- the landowner's reasonable costs, appraisal fees, and expert witness fees (but not attorney fees) are recoverable, from the condemnor, as part of the landowner's "just compensation" for the taking
- E. Hearing on Apportionment of Award among Condemned Landowners
 - -- a tenant, for example, is not entitled to a separate award from the condemnor for the value (if any) of the tenant's leasehold interest; rather, the tenant must seek recovery out of the landowner's award
 - -- the condemnor is not involved

Temp Easement

EXHIBIT A

A parcel of land situated in the SE 1/4 of Section 31, Township 3 South, Range 65 West of the 6th Principal Meridian, City of Aurora, County of Adams, State of Colorado, being a part of that parcel of land described in that Warranty Deed in Book 2511 at Page 874 in the office of the Adams County Clerk and Recorder, more particularly described as follows:

Commencing at the SE corner of said Section 31 (from whence the S 1/4 corner of said section bears S89°43′21″W, a distance of 2631.88 feet);

Thence N79°27′08″W, a distance of 1080.83 feet to a point on the easterly line of said parcel, said point being the **Point of Beginning**;

Thence S89°43′21″W, a distance of 700.00 feet to the westerly line of said parcel;

Thence N00°43′08"W, coincident with said westerly line, a distance of 30.00 feet;

Thence N89°43′21″E, a distance of 700.00 feet to the easterly line of said parcel;

Thence S00°43′08″E, coincident with said easterly line, a distance of 30.00 feet to the **Point of Beginning**.

Said parcel containing 21,000 square feet (0.482 acres) more or less.

Bearings based on the south line of the SE 1/4 of Section 31, T3S, R65W, 6th P.M., being S89°43′21″W, and all lineal units are represented in US Survey Feet.

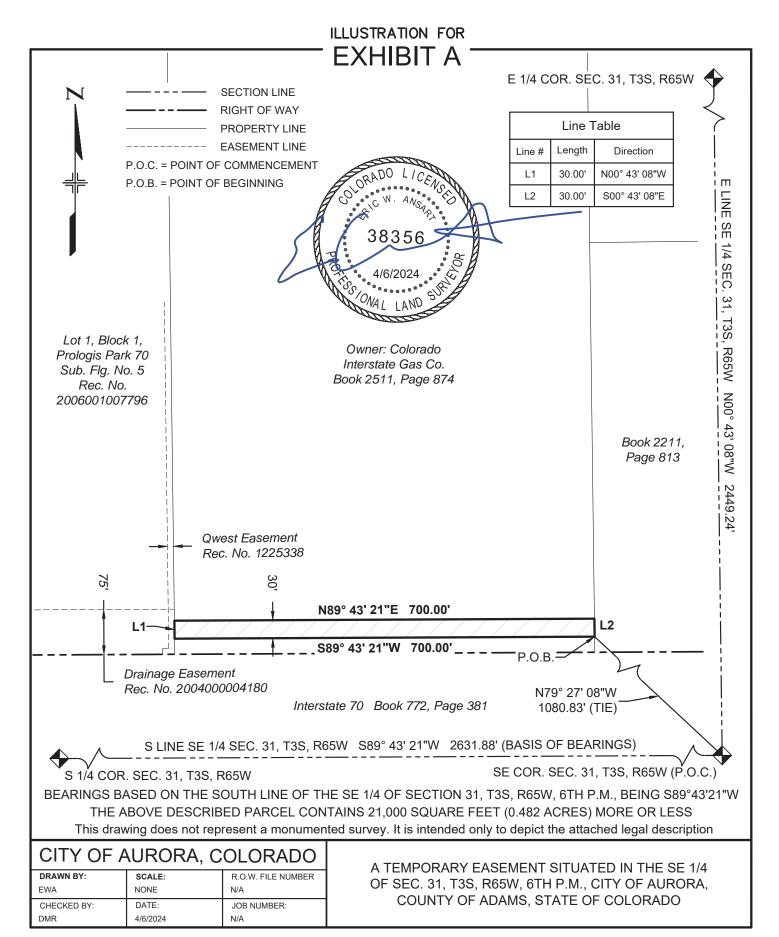
Illustration attached and made a part hereof.

Eric W. Ansart Colorado PLS# 38356

For and on behalf of the City of Aurora, Colorado

13636 E. Ellsworth Ave.

Aurora, Colorado 80012



Temp Easement

EXHIBIT B

A parcel of land situated in the SE 1/4 of Section 31, Township 3 South, Range 65 West of the 6th Principal Meridian, City of Aurora, County of Adams, State of Colorado, being a part of that parcel of land described in that Warranty Deed in Book 2211 at Page 813 in the office of the Adams County Clerk and Recorder, more particularly described as follows:

Commencing at the SE corner of said Section 31 (from whence the S 1/4 corner of said section bears S89°43′21″W, a distance of 2631.88 feet);

Thence N00°43′08″W, coincident with the east line of the SE 1/4 of said section, a distance of 203.00 feet to the **Point of Beginning**;

Thence S89°43'21"W, a distance of 1060.00 feet to the westerly line of said parcel;

Thence N00°43′08"W, coincident with said westerly line, a distance of 30.00 feet;

Thence N89°43′21″E, a distance of 1060.00 feet to the east line of said SE 1/4;

Thence S00°43′08″E, coincident with said east line, a distance of 30.00 feet to the **Point of Beginning**.

Said parcel containing 31,800 square feet (0.730 acres) more or less.

Bearings based on the south line of the SE 1/4 of Section 31, T3S, R65W, 6th P.M., being S89°43′21″W, and all lineal units are represented in US Survey Feet.

Illustration attached and made a part hereof.

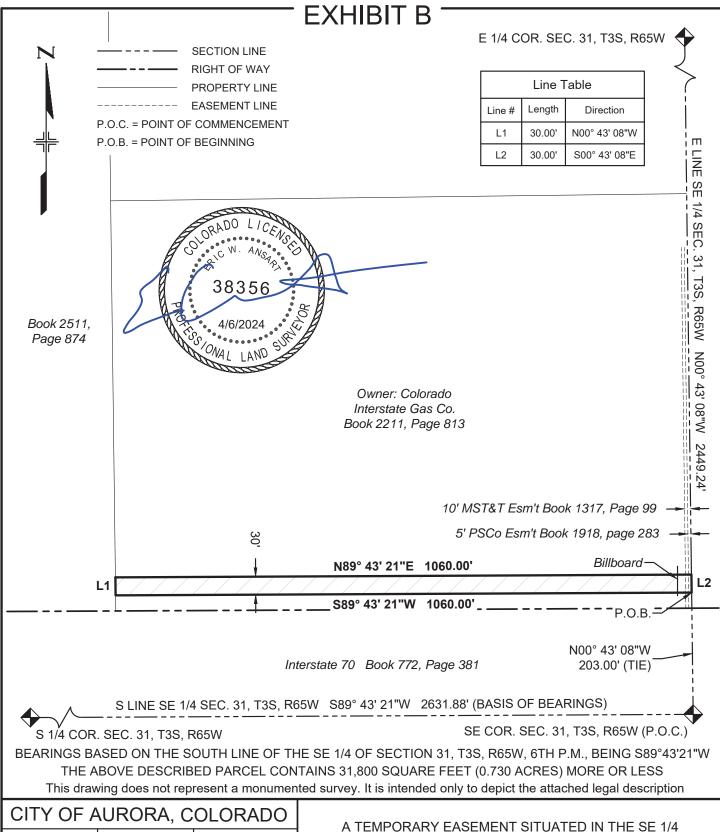
Eric W. Ansart Colorado PLS# 38356

For and on behalf of the City of Aurora, Colorade 13636 E. Ellsworth Ave.

Aurora, Colorado 80012

4/6/2024 (ONA/ LAND

ILLUSTRATION FOR



DRAWN BY:

CHECKED BY:

EWA

DMR

SCALE:

NONE

DATE:

4/6/2024

R.O.W. FILE NUMBER

JOB NUMBER:

N/A

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- 4	hx
.)	w

OF SEC. 31, T3S, R65W, 6TH P.M., CITY OF AURORA,

COUNTY OF ADAMS, STATE OF COLORADO

Perm Easement

EXHIBIT A

A parcel of land situated in the SE 1/4 of Section 31, Township 3 South, Range 65 West of the 6th Principal Meridian, City of Aurora, County of Adams, State of Colorado, being a part of that parcel of land described in that Warranty Deed in Book 2211 at Page 813 in the office of the Adams County Clerk and Recorder, more particularly described as follows:

Commencing at the SE corner of said Section 31 (from whence the S 1/4 corner of said section bears S89°43′21″W, a distance of 2631.88 feet);

Thence N00°43′08″W, coincident with the east line of the SE 1/4 of said section, a distance of 177.00 feet to the northeasterly corner of that parcel of land described in that Rule and Order in Book 772 at Page 381 in said office, said point being the **Point of Beginning**;

Thence S89°43′21″W, coincident with the northerly line of said parcel, a distance of 1060.00 feet to the westerly line of said parcel described in Book 2211 at Page 813 in said office;

Thence N00°43′08"W, coincident with said westerly line, a distance of 26.00 feet;

Thence N89°43′21″E, a distance of 1060.00 feet to the east line of said SE 1/4;

Thence S00°43′08″E, coincident with said east line, a distance of 26.00 feet to the **Point of Beginning**.

Said parcel containing 27,560 square feet (0.633 acres) more or less.

Bearings based on the south line of the SE 1/4 of Section 31, T3S, R65W, 6th P.M., being S89°43′21″W, and all lineal units are represented in US Survey Feet.

Illustration attached and made a part hereof.

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

Aurora, Colorado 80012

369

ILLUSTRATION FOR EXHIBIT A E 1/4 COR. SEC. 31, T3S, R65W SECTION LINE RIGHT OF WAY Line Table PROPERTY LINE **EASEMENT LINE** Length Direction Line# P.O.C. = POINT OF COMMENCEMENT L1 26.00' N00° 43' 08"W P.O.B. = POINT OF BEGINNING E LINE SE 1/4 SEC. 26.00' S00° 43' 08"E 31, T3S, R65W N00° 43' 08"W Book 2511. Page 874 Owner: Colorado Interstate Gas Co. Book 2211, Page 813 2449.24 10' MST&T Esm't Book 1317, Page 99 5' PSCo Esm't Book 1918, page 283 26 Billboard -N89° 43' 21"E 1060.00' S89° 43' 21"W 1060.00' P.O.B.-N00° 43' 08"W Interstate 70 Book 772, Page 381 177.00' (TIE) S LINE SE 1/4 SEC. 31, T3S, R65W S89° 43' 21"W 2631.88' (BASIS OF BEARINGS) SE COR. SEC. 31, T3S, R65W (P.O.C.) S 1/4 COR. SEC. 31, T3S, R65W BEARINGS BASED ON THE SOUTH LINE OF THE SE 1/4 OF SECTION 31, T3S, R65W, 6TH P.M., BEING S89°43'21"W THE ABOVE DESCRIBED PARCEL CONTAINS 27,560 SQUARE FEET (0.633 ACRES) MORE OR LESS This drawing does not represent a monumented survey. It is intended only to depict the attached legal description

CITY OF AURORA, COLORADO				
DRAWN BY:	SCALE:	R.O.W. FILE NUMBER		
EWA	NONE	N/A		
CHECKED BY:	DATE:	JOB NUMBER:		
DMR	4/6/2024	N/A		

A PARCEL OF LAND SITUATED IN THE SE 1/4 OF SEC. 31, T3S, R65W, 6TH P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

Perm Easement

EXHIBIT B

A parcel of land situated in the SE 1/4 of Section 31, Township 3 South, Range 65 West of the 6th Principal Meridian, City of Aurora, County of Adams, State of Colorado, being a part of that parcel of land described in that Warranty Deed in Book 2511 at Page 874 in the office of the Adams County Clerk and Recorder, more particularly described as follows:

Commencing at the SE corner of said Section 31 (from whence the S 1/4 corner of said section bears S89°43′21″W, a distance of 2631.88 feet);

Thence N79°27′08″W, a distance of 1080.83 feet to a point on the easterly line of said parcel, said point being the **Point of Beginning**;

Thence S00°43′08″E, coincident with said easterly line, a distance of 26.00 feet to the northerly line of that parcel of land described in that Rule and Order in Book 772 at Page 381 in said office;

Thence S89°43′21″W, coincident with said northerly line, a distance of 700.00 feet to the westerly line of said parcel described in Book 2211 at Page 813 in said office;

Thence N00°43′08"W, coincident with said westerly line, a distance of 26.00 feet;

Thence N89°43′21″E, a distance of 700.00 feet to the **Point of Beginning**.

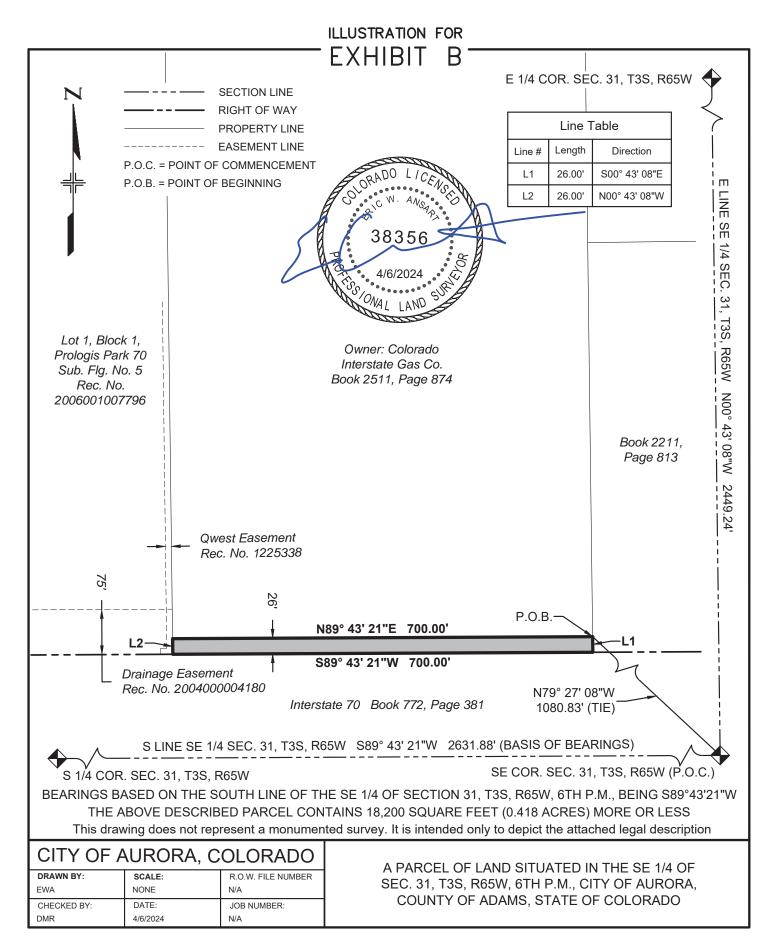
Said parcel containing 18,200 square feet (0.418 acres) more or less.

Bearings based on the south line of the SE 1/4 of Section 31, T3S, R65W, 6th P.M., being S89°43′21″W, and all lineal units are represented in US Survey Feet.

Illustration attached and made a part hereof.

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

Aurora, Colorado 80012



Electronically Recorded RECEPTION#: 2025000013808,

3/14/2025 at 1:04 PM, 19 OF 28,

TD Pgs: 0 Josh Zygielbaum, Adams County, CO.

ECCV

EXHIBIT A **LEGAL DESCRIPTION**

A OVERLAP AREA CONSENT AGREEMENT, 26.00 FEET WIDE, SITUATED IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 65 WEST, 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING A PORTION OF SPECIAL WARRANTY DEED RECORDED NOVEMBER 15, 2016 AT RECEPTION NO. 2016000098388 IN THE OFFICIAL RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 32;

THENCE ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, NORTH 00°43'08" WEST, A DISTANCE OF 177.01 FEET TO THE SOUTHWESTERLY CORNER OF SAID SPECIAL WARRANTY DEED AND THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID WEST LINE, NORTH 00°43'08" WEST, A DISTANCE OF 26.00 FEET:

THENCE DEPARTING SAID WEST LINE, NORTH 89°44'20" EAST, A DISTANCE OF 100.00 FEET TO THE EASTERLY LINE OF SAID SPECIAL WARRANTY DEED:

THENCE ALONG SAID EASTERLY LINE, SOUTH 00°43'08" EAST, A DISTANCE OF 26.00 FEET TO THE SOUTHERLY LINE OF SAID SPECIAL WARRANTY DEED;

THENCE ALONG SAID SOUTHERLY LINE, SOUTH 89°44′20″ WEST, A DISTANCE OF 100.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.060 ACRES, (2,600 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

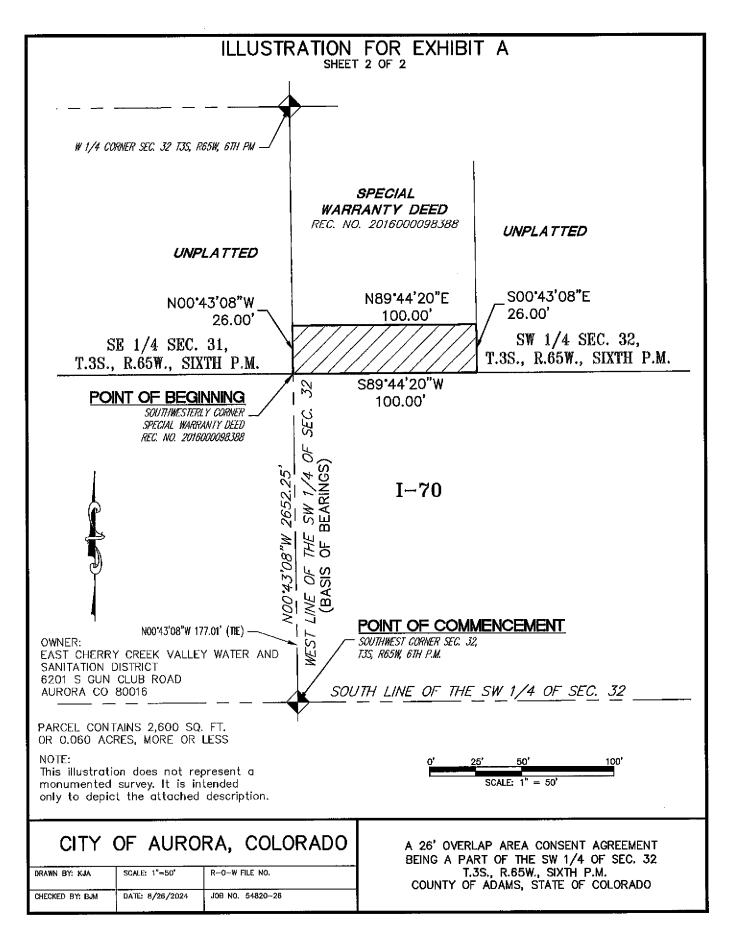
BRADY J. MOORHEAD, PLS 38668 COLORADO LICENSED PROFESSIONAL LAND SURVEYOR FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC. 300 E. MINERAL AVENUE, SUITE 1 LITTLETON, CO 80122

373

Electronically Recorded RECEPTION#: 2025000013808,

3/14/2025 at 1:04 PM, 20 OF 28,

TD Pgs: 0 Josh Zygielbaum, Adams County, CO.



Electronically Recorded RECEPTION#: 2025000015759,

3/25/2025 at 9:05 AM, 4 OF 5,

TD Pgs: 0 Josh Zygielbaum, Adams County, CO.

OReily

EXHIBIT A **LEGAL DESCRIPTION**

A SANITARY SEWER EASEMENT, 26.00 FEET WIDE, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 65 WEST, 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING A PORTION OF LOT 1, BLOCK 1, PROLOGIS PARK 70 SUBDIVISION FILING NO. 5 RECORDED DECEMBER 7, 2006 AT RECEPTION NO. 2006001007796, IN THE OFFICIAL RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK 1;

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 1, BLOCK 1, SOUTH 89°43'21" WEST, A DISTANCE OF 726.61 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 1, BLOCK 1:

THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1, BLOCK 1, NORTH 11°20'13" WEST, A DISTANCE OF 26.49 FEET;

THENCE DEPARTING SAID SOUTHWESTERLY LINE, NORTH 89°43'21" EAST, A DISTANCE OF 731.49 FEET TO THE EASTERLY LINE OF SAID LOT 1, BLOCK 1;

THENCE ALONG SAID EASTERLY LINE, SOUTH 00°43'04" EAST, A DISTANCE OF 26.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.435 ACRES, (18,955 SQUARE FEET), MORE OR LESS.

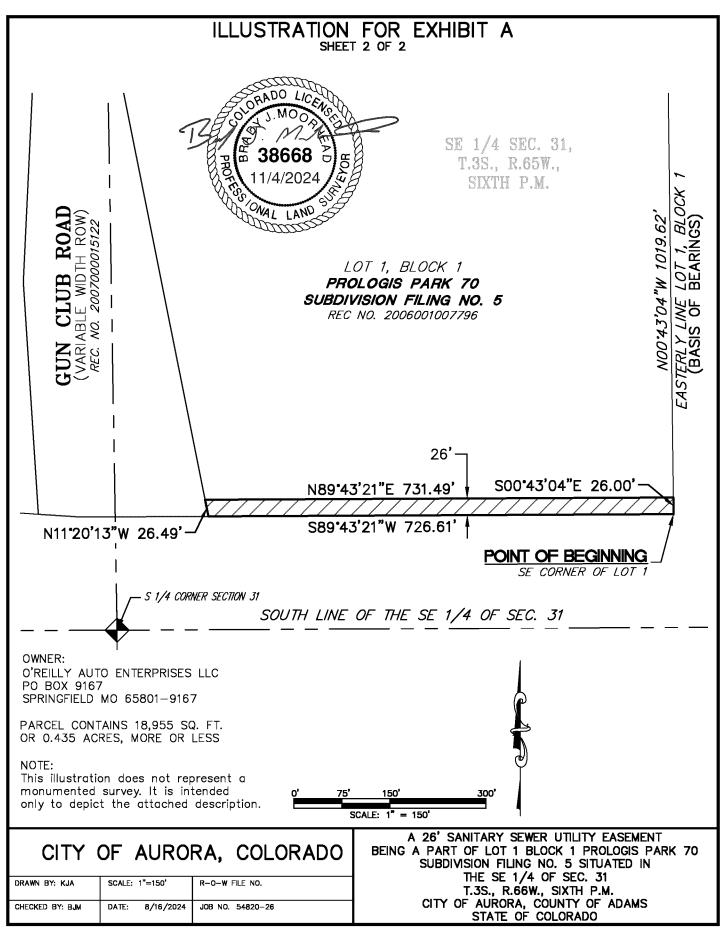
ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

BRADY J. MOORHEAD, PLS 38668 COLORADO LICENSED PROFESSIONAL LAND SURVEYOR FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC. 300 E. MINERAL AVENUE, SUITE 1 LITTLETON, CO 80122 Electronically Recorded RECEPTION#: 2025000015759,

3/25/2025 at 9:05 AM, 5 OF 5,

TD Pgs: 0 Josh Zygielbaum, Adams County, CO.



Furniture Row

EXHIBIT A **LEGAL DESCRIPTION**

A COMMON USE AGREEMENT, VARYING IN WIDTH, SITUATED IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 65 WEST, 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING PORTION OF LOT 1, BLOCK 1, PROLOGIS PARK 70 SUBDIVISION FILING NO. 6 RECORDED FEBRUARY 12, 2007 AT RECEPTION NO. 2007000015122, IN THE OFFICIAL RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK 1;

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 1, BLOCK 1 THE FOLLOWING TWO (2) COURSES:

- 1. NORTH 86°18'48" WEST, A DISTANCE OF 297.96 FEET;
- 2. NORTH 82°04'01" WEST, A DISTANCE OF 585.72 FEET;

THENCE DEPARTING SAID SOUTHERLY BOUNDARY, NORTH 80°08'54" WEST, A DISTANCE OF 378.28 FEET TO SAID SOUTHERLY BOUNDARY AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 950.67 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 17°17'47" EAST;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°54'17". AN ARC LENGTH OF 48.19 FEET:

THENCE NON-TANGENT TO SAID CURVE, DEPARTING SAID SOUTHERLY BOUNDARY, NORTH 20°12'03" EAST, A DISTANCE OF 26.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 924.67 FEET. THE RADIUS POINT OF SAID CURVE BEARS NORTH 20°12'03" EAST:

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°48'02", AN ARC LENGTH OF 45.20 FEET;

THENCE NON-TANGENT TO SAID CURVE, SOUTH 80°08'54" EAST, A DISTANCE OF 156.20 FEET;

THENCE NORTH 07°55'59" EAST, A DISTANCE OF 31.14 FEET;

THENCE SOUTH 82°04'01" EAST, A DISTANCE OF 27.00 FEET;

THENCE SOUTH $07^{\circ}55'59"$ WEST, A DISTANCE OF 14.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 24.00 FEET;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49°46'42", AN ARC LENGTH OF 20.85 FEET;

THENCE NON-TANGENT TO SAID CURVE, SOUTH 80°08'54" EAST, A DISTANCE OF 184.42 FEET;

THENCE SOUTH 82°04'01" EAST, A DISTANCE OF 584.32 FEET;

THENCE SOUTH 86°18'48" EAST, A DISTANCE OF 293.62 FEET TO THE EASTERLY BOUNDARY OF SAID LOT 1, BLOCK 1;

THENCE ALONG SAID EASTERLY BOUNDARY SOUTH 03°42'16" EAST, A DISTANCE OF 26.22 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.799 ACRES, (34,822 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

BRADY J. MOORHEAD, PLS 38668 COLORADO LICENSED PROFESSIONAL LAND SURVEYOR FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC. 300 E. MINERAL AVENUE, SUITE 1 LITTLETON, CO 80122



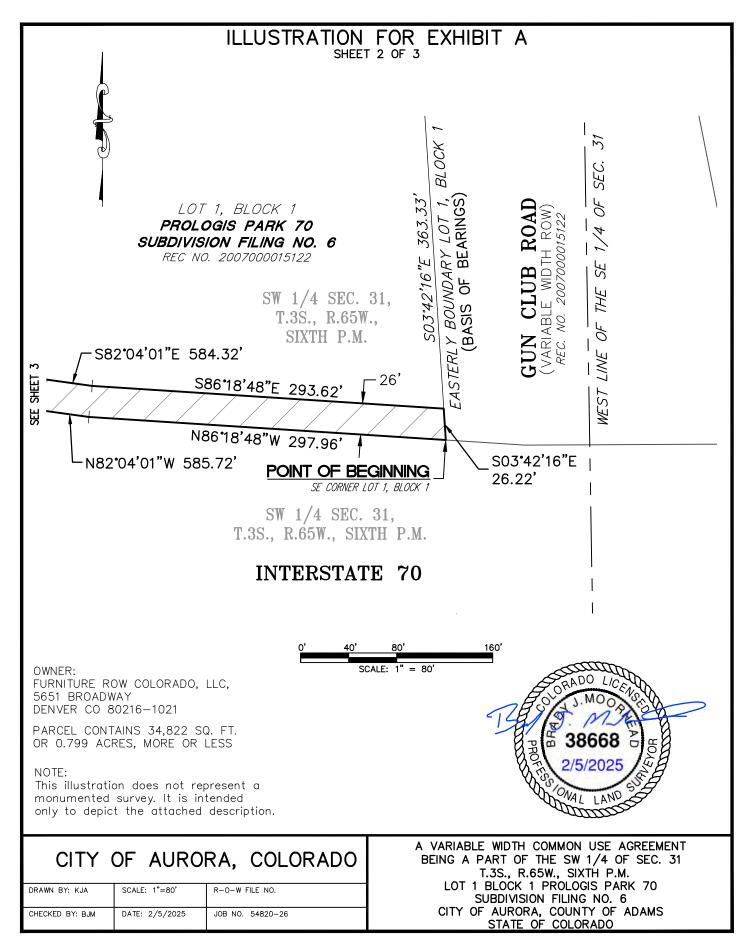


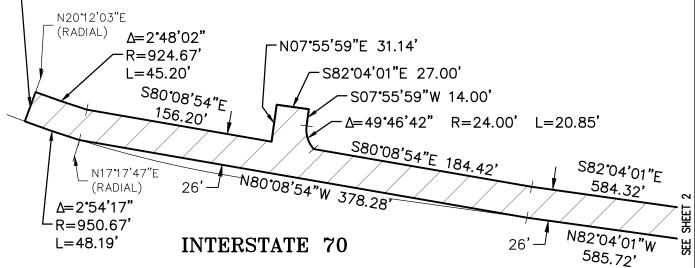
ILLUSTRATION FOR EXHIBIT A

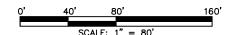


LOT 1, BLOCK 1
PROLOGIS PARK 70
SUBDIVISION FILING NO. 6
REC NO. 2007000015122

SW 1/4 SEC. 31, T.3S., R.65W., SIXTH P.M.

-N20°12'03"E 26.00'





OWNER: FURNITURE ROW COLO LLC, 5651 BROADWAY DENVER CO 80216-1021

PARCEL CONTAINS 34,822 SQ. FT. OR 0.799 ACRES, MORE OR LESS

NOTE:

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

CITY OF AURORA, COLORADO

DRAWN BY: KJA	SCALE: 1"=80'	R-O-W FILE NO.
CHECKED BY: BJM	DATE: 2/5/2025	JOB NO. 54820-26

A VARIABLE WIDTH COMMON USE AGREEMENT
BEING A PART OF THE SW 1/4 OF SEC. 31
T.3S., R.65W., SIXTH P.M.
LOT 1 BLOCK 1 PROLOGIS PARK 70
SUBDIVISION FILING NO. 6
CITY OF AURORA, COUNTY OF ADAMS
STATE OF COLORADO

38668



CITY OF AURORACouncil Agenda Commentary

Item Title: Neglected or Derelict Property Ordinance	
Item Initiator: Jessica Prosser, Director of Housing and Communi	ity Services
Staff Source/Legal Source: Jessica Prosser, Director of Housing City Attorney	and Community Services / Angela Garcia, Senior Assistant
Outside Speaker: N/A	
Strategic Outcome: Safe: Promoting safety in our built environment ordinances and responding to emergencies appropriately to preserv being.	
COUNCIL MEETING DATES:	
Study Session: 5/5/2025	
Regular Meeting: 5/19/2025	
2nd Regular Meeting (if applicable): 6/9/2025	
Item requires a Public Hearing: \square Yes \square	No
ITEM DETAILS (Click in highlighted area below bullet point list to	enter applicable information.)
 Waiver of reconsideration requested, and if so Sponsor name Staff source name and title / Legal source na Outside speaker name and organization Estimated time: (For Study Session items only and discussion) 	·
Waiver of Reconsideration: No Sponsor: Council Member Hancock Staff Source: Jessica Prosser, Director of Housing and Assistant City Attorney Outside Speaker: N/A Estimated Time: 10 Mins	d Community Services / Angela Garicia, Senior
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 ab	pove.

Policy Committee Date: 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 pertine comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)	ent
The City of Aurora is increasingly encountering a troubling trend where property owners treat fines and conappearances as a routine cost of doing business rather than an incentive to comply with City Codes. In macases, properties are opting to face legal action rather than address basic life safety concerns and bring appunits up to the minimum standards for habitability. This issue extends beyond multi-family housing. Several commercial properties have also fallen into significations disrepair, contributing to a broader pattern of neglect. For example, one strip shopping center has had no electrical service to its units for several years. Other buildings remain boarded up and vacant, becoming tages for frequent break-ins and contributing to neighborhood blight.	ny partment cant
The Neglected or Derelict Building or Property Ordinance is a last resort measure empowering the City of A to seek the Court's intervention when a property has fallen into such disrepair that it poses a serious threa nealth, safety, and well being of those around it. Through this process, the City may request that a receive appointed to take control of the property and carry out the critical life-safety repairs that the owner has facerform. Before the City petitions for a receiver, the property owner will have the opportunity to propose a remedial plan to bring the property into compliance with the code, thereby eliminating the need for the Cit petition for a receivership.	t to the er be iled to
FISCAL IMPACT	
Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")	
REVENUE IMPACT Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be in Provide additional detail as necessary.) N/A	mpacted?
BUDGETED EXPENDITURE IMPACT Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount 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.)

In the event the City is required to intiate the receiver component of this ordinance, there would be non-budgeted expenditures associated with petitioning the court, appointing a receiver, and facilitating the necessary repairs to bring the neglected or derelict property into compliance. While these costs are not accounted for in the current budget, they would be secured as a lien against the property and recovered through a special assessment process administered by the county in which the property is located. This mechanism allows the City to take timely action without absorbing the long-term financial burden, while ensuring property owners remain ultimately responsible for the cost of bringing their properties into compliance.

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.)

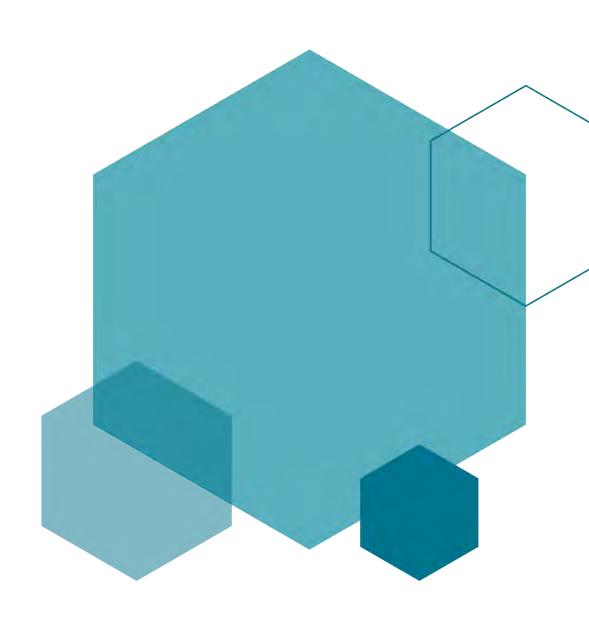
No additional FTES are being requested at this time. Bringing the property into compliance with applicable codes will place added pressure on existing staff across multiple departments. However, as this measure is considered a last resort for achieving compliance, the associated workloaded with be absorbed with current staffing levels.

QUESTIONS FOR COUNCIL

Does Council wish to approve this ordinance to move forward to the regular meeting?

LEGAL COMMENTS

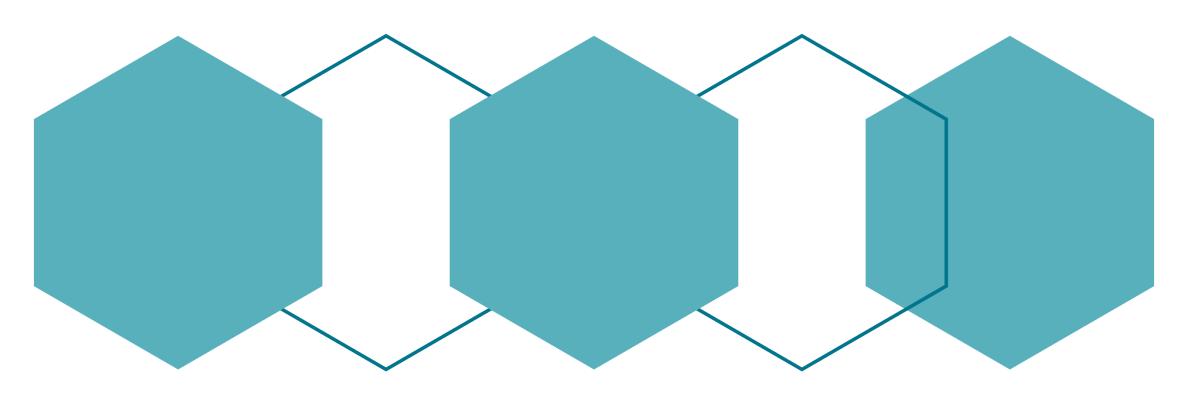
Council has the power to make and publish ordinances consistent with the laws of the state for carrying into effect or discharging the powers and duties conferred by the State Constitution, State Statute, or City Charter and such as it shall deem necessary and proper to provide for the safety; preserve the health; promote the prosperity; and improve the morals, order, comfort and convenience of the city and the inhabitants thereof. (City Code Section 2-32 and C.R.S Section 31-15-103) (Garcia)



Neglected or Derelict Buildings or Property Ordinance

Jessica Prosser
Director of Housing and Community Service

Why This Matters



Public Safety

Neglected buildings create hazards to health and safety **Community Impact**

Derelict properties create areas of blight

Quality of Life

Enforcement is essential to safeguard and enhance the quality of life for everyone.

What Makes a Property "Neglected and Derelict"?

Unsafe Conditions

Property presents serious hazards

Vacant & Boarded

Not occupied for 3+ months, boarded up, no construction

Repeat Violations

3+ violations within 2 years

Continuous Violation

6+ months with no corrective action

Neighborhood Nuisance

Defined by 62-75(b)





















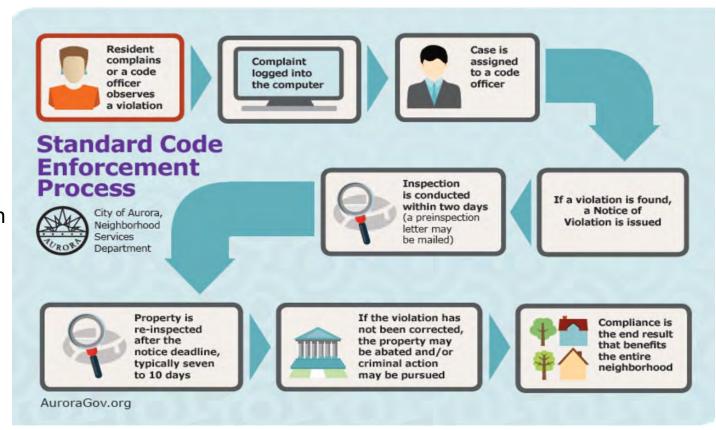




Current Enforcement and Tools



- Notice of Violation Written Warning
- Systematic Apartment Housing Inspections –
 Administrative Fines
- Property Abatement Trash, Debris & Vegetation
- Municipal Court Summons Fines up to \$2650 and/or up to 364 days in jail
- Habitability Abatement Removal of Tenants



Why

It provides an additional enforcement tool that can be seamlessly incorporated at any stage of the existing enforcement process.

The Process



Notice of Violation

Written notice stating the nature of the violation



Remedial Plan

The owner submits the plan within 30 days



Show Cause Hearing

If no plan is submitted or not followed



Final Order

Determination, penalties, and abatement deadlines



Court Injunction

District court orders the appointment of a receiver



Receiver Appointment

Takes control of the property to complete work



Property Management

Receiver operates property, collects rent, makes repairs



Cost Assessment

All costs assessed against the owner as a property lien

Compliance

Upon achieving compliance with City codes, the City will petition the District Court to release the property from receivership and restore responsibility back to the owner.

Question for Council

Move the Neglected or Derelict Building or Property Ordinance forward to the regular meeting



Worth Discovering . auroragov.org



Housing and Community Services 15151 E Alameda Pkwy, Suite 4500 Aurora, Colorado 80012 303.739.7280

TO: City Council

FROM: Jessica Prosser, Director, Housing and Community Services

DATE: May 9, 2025

SUBJECT: Neglected or Derelict Buildings or Property Ordinance

The intent of this ordinance is not to be punitive but instead to gain compliance and eliminate the burden neglected or derelict building or properties place on neighborhoods and the community in general.

- 1. Historic preservation clauses and notification
 - Section 62-75(b)(6) provides a definition for Historic Property.
 - b. The Historic Preservation Commission (HPC) must give their written approval before a remedial plan proposing to demolish or alter the exterior of a historic structure is implemented. As such, the HPC will be given notice if a historic property meets the criteria of a neglected or derelict building or property.
- 2. Owner and Public notification requirements
 - a. Section 62-76(g)(1) The Notice of Violation and Notice of Placement on the Neglected and Derelict Building (NADB) list may be served by hand delivery to the owner or by sending it first-class mail, postage prepaid and by posting the Notices in a conspicuous place on the property.
 - b. If service of the Notice of Show Cause hearing cannot be accomplished by hand delivery or certified mail, service may be made by posting it in a conspicuous place on the property for at least ten (10) days before the hearing and publishing it once in a daily newspaper of general circulation at least ten (10) days and no more than twenty (20) days before the hearing.
 - c. For public notification of the NABD list, added Section 62-78(b)(2) The director shall make the neglected and derelict building list available to the public by publishing it on the City of Aurora website.
- 3. Unbiased, non-punitive language
 - Before a building or property is deemed neglected or derelict, <u>at least one of the</u> <u>circumstances must exist on the property</u>.
 - Section 62-75(c) specifies what circumstances must exist for a building or property to be deemed neglected or derelict:

Any one (1) or more of the following circumstances must exist on the property to be deemed a neglected or derelict building or property:

 The property is unsafe; however, this factor shall be considered only in the following circumstances:

- i. In combination with one or more of the circumstances listed below; or
- ii. When the term "property" references a utility or parcel of land.
- 2. The property is, for three (3) consecutive months:
 - i. Not lawfully occupied;
 - ii. Wholly or partially boarded up; and
 - iii. Does not show evidence of substantial and ongoing construction activity;
- The property is not lawfully occupied and has been in violation of any
 provision of city or state law on three (3) separate occasions within a twoyear period;
- The property has been in continuous violation of a city or state law for six
 (6) months or longer with no evidence of substantial and ongoing construction work or other corrective activity;
- 5. The property is not lawfully occupied and any city utility bill for the premises has been due and unpaid for a period of at least one (1) year; or
- 6. The property is a neighborhood nuisance as that term is defined in section 62-75(b) of this article.

4. Appeal process

Property owners are provided with due process through the appeal process. Property owners may appeal:

- The notice of violation;
- b. The requirement to post no trespassing signs;
- c. The rejection of a remedial plan;
- d. The director's determination that the owner has failed to comply with an approved remedial plan; and
- e. The director's determination to order or take emergency abatement action.
- 5. Neighborhood Nuisance and Criminal Nuisance Property
 - a. Section 62-75(10) provides the definition of a neighborhood nuisance: Property that is a danger to the public health, safety or welfare, is structurally unsafe or unsanitary, is not provided with adequate safe egress, constitutes a fire hazard, is otherwise dangerous to human life, or in relation to the existing use constitutes a danger to the public health, safety or welfare. Factors the director shall consider when determining if the property is a neighborhood nuisance include:
 - Any current or prior code violations or violations of other ordinances or statutes;
 - The property is vacant or abandoned;
 - The grounds are maintained;
 - Structure's interior is sound;
 - The property has been vandalized or subject to other destructive activity;
 - The property is within a one-thousand-foot (1,000-foot) radius of a school, park, or recreation center;
 - The length of time any of the above conditions have existed;
 - If building occupied, an owner obligated by law or lease to provide services, make repairs, purchase fuel or other needed supplies, or pay utility bills has failed to do so; and

- Other relevant factors as the director determines.
- b. Section 62-61 of the City Code defines criminal nuisance property as any kind of structure, edifice, building, or unit(s) thereof on or in which certain activities has occurred or is occurring, or used to commit, conduct, promote, facilitate, or aid the commission of any of the activities such as prostitution; human trafficking; professional gambling; felony or misdemeanor theft. (See code sec. 62-61(1)-(17) for list of activities.)
- c. An administrative action for enforcement and abatement of a property or building deemed neglected or derelict may run concurrently with a criminal nuisance property action.

Jessica Prosser	2025-05-13
Director of Housing and Community Services	Date

ORDINANCE NO. 2025-

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING CHAPTER 62 OF THE CITY CODE RELATED TO NEGLECTED OR DERELICT BUILDINGS OR PROPERTY.

WHEREAS, the existence of neglected or derelict buildings or properties within the City present significant hazards to the health, safety and welfare of the City's citizens; and

WHEREAS, neglected or derelict buildings or properties have a negative impact on the community and create areas of blight in the City; and

WHEREAS, it is the intent of City Council that the provisions of this Aurora City Code section be enforced and administered to gain compliance and eliminate the burden neglected or derelict buildings or properties place on neighborhoods and the community in general.

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

<u>Section 1.</u> That the City Code of the City of Aurora, Colorado, is hereby amended by adding an Article, to be numbered III, which Article shall read as follows:

ARTICLE III. NEGLECTED OR DERELICT BUILDINGS OR PROPERTY

Sec. 62-75. – Neglected or derelict buildings or property prohibited.

Sec. 62-76. – Administrative actions for enforcement and abatement.

Sec. 62-77. – Court actions for abatement.

Sec. 62-78. – Inspection and fees.

Sec. 62-79. – Collection of assessments; liens.

Sec. 62-80. – Registration of property owners and agents.

Sec. 62-75. – Neglected or derelict buildings or property prohibited.

- (a) Purpose. The purpose of this article is to prevent any buildings or property in the city from becoming or remaining neglected or derelict, as that term is defined in this article; to mitigate the blighting impacts of these properties; to provide for the regular inspection of properties that are or are likely to become neglected or derelict; and to assess fees for the costs of this program on those properties and owners who have and maintain any neglected or derelict buildings or property.
- (b) Definitions. As used in this article, unless the context requires otherwise:

- (1) Abate or abatement means to make the neglected or derelict property compliant with the Code, including Aurora Buildings and Building Code, Aurora Health and Housing Code, and all rules and regulations adopted pursuant to them.
- (2) Building means any structure that is used or intended for use as a residence or for commercial, industrial or business purposes located in the city.
- (3) Aurora Buildings and Building Code means the 2021 International Building Code and all subsequent amendments and reenactments.
- (4) Aurora Health and Housing Code means article XV, chapter 22 of the Code and the rules and regulations promulgated under it, and all subsequent amendments and reenactments.
- (5) Hearing officer means an officer or employee of the city or a person the city retained by contract to hear and decide all issues raised in a hearing.
- (6) Historic property means a structure that has been designated as a structure for preservation in accordance with chapter 22 of the Code; or a structure within an area that has been designated as a district designated for preservation in accordance with chapter 22 of the Code; or a property listed in the National Register of Historic Places pursuant to section 101(a)(1)(A), National Historic Preservation Act of 1966, as amended.
- (7) Interested person means an owner, mortgagee, lienholder, or other person or entity that possesses an interest of record or an interest otherwise provable in property that becomes subject to the provisions of this section.
- (8) *Director* means the director of Housing and Community Services or the director's designee.
- (9) Neglected or derelict property means any building, structure, utility, or property the director determined to be neglected or derelict under subsection (c) of this section.
- (10) Neighborhood nuisance means a property that is a danger to the public health, safety or welfare, is structurally unsafe or unsanitary, is not provided with adequate safe egress, constitutes a fire hazard, is otherwise dangerous to human life, or in relation to the existing use constitutes a danger to the public health, safety or welfare. To determine whether a property is a neighborhood nuisance, the director shall consider the following factors:
 - i. Any current or prior Code violations or violations of other ordinances or statutes;
 - ii. The property is vacant or abandoned;
 - iii. The grounds are maintained;
 - iv. Structure's interior is sound:
 - v. The property has been vandalized or subject to other destructive activity;

- vi. The property is within a one-thousand-foot (1,000-foot) radius of a school, park, or recreation center as measured from the closest point of the property to the closest point of the property on which a school, park, or recreation center is located;
- vii. The length of time any of the above conditions have existed;
- viii. In the case of an occupied building, an owner obligated by law or lease to provide services, make repairs, purchase fuel or other needed supplies, or pay utility bills has failed to do so; and
- ix. Other relevant factors as the director determines.
- (11) Nonoccupant owner means a natural person who owns a neglected or derelict property that is not the owner's primary residence and whose primary residence is located in the City of Aurora and with regard to a corporation, partnership, or limited liability company, it means a business entity that owns a neglected or derelict property that is not its principal place of business and whose principal place of business is located in the City of Aurora.
- (12) Nonresident owner means a natural person who owns property within the City of Aurora and does not maintain a principal residence within the City of Aurora and for a corporation, partnership, or limited liability company, it means a business entity that owns property within the city whose principal place of business or agent for service of process or both is not located within the city.
- (13) Not lawfully occupied means property that is unoccupied or uninhabited; property that is occupied or inhabited but that is not in compliance with the Aurora Health and Housing Code; property that is posted as unsafe, regardless of whether occupied; property that has been ordered vacated pursuant to section 22-606 of the Aurora Health and Housing Code; or property that is occupied only by trespassers or transients seeking temporary hiding or shelter.
- (14) Owner means any person with a legal or equitable interest in property; a person who is under contract to purchase property by land installment contract or by a purchase contract; or a person who is acquiring property, or a legal or equitable interest in it, through foreclosure.
- (15) *Property* means any building, utility, parcel of land, or real property.
- (16) School means an educational institution having a curriculum comparable to that of a publicly supported elementary or secondary school, or any combination thereof, and requiring daily attendance; or an institution that is licensed as a childcare center pursuant to article 6 of title 26, C.R.S.
- (17) Substantial and ongoing construction activity means construction activity that will result in the property being in compliance with all provisions of the Code, including the Aurora Buildings and Building Code; conducted under and pursuant to a valid building permit, if a permit is required for the work; and that has received an inspection approval under the Aurora

- Buildings and Building Code within sixty (60) days of an inspection conducted under section 62-81 of this article.
- (18) *Unsafe* means the conditions of the property or building create a serious hazard to the health or safety of the occupants or of the public.
- (19) Vacant or abandoned building means any building, structure or property, or portion thereof, including, but not limited to, all accessory or appurtenant structures, such as garages, sheds or storage facilities, that meets one of the following circumstances:
 - i. The property has not been lawfully occupied for sixty (60) days, demonstrates signs of neglect and has been wholly or partially boarded up and does not show any evidence of ongoing or substantial construction activity pursuant to a valid building permit;
 - ii. The property is not lawfully occupied for sixty (60) days and does not meet the basic level of property maintenance requirements;
 - iii. The property is not lawfully occupied and has been in violation of any provision of this Code on three occasions within a two-year period; or
 - iv. The property is not lawfully occupied and the tax on the premises has been due and unpaid for a period of at least one year.
- (c) Neglected or derelict buildings or property. A property is neglected or derelict when any one (1) or more of the following circumstances exist on the property:
 - (1) The property is unsafe; however, this factor shall be considered only in the following circumstances:
 - i. In combination with one or more of the circumstances listed in subsections (2) through (6) below; or
 - ii. When the term "property" references a utility or parcel of land.
 - (2) The property is, for three (3) consecutive months:
 - i. Not lawfully occupied;
 - ii. Wholly or partially boarded up; and
 - iii. Does not show evidence of substantial and ongoing construction activity;
 - (3) The property is not lawfully occupied and has been in violation of any provision of city or state law on three (3) separate occasions within a two-year period;
 - (4) The property has been in continuous violation of a city or state law for six (6) months or longer with no evidence of substantial and ongoing construction work or other corrective activity;
 - (5) The property is not lawfully occupied and any city utility bill for the premises has been due and unpaid for a period of at least one (1) year; or
 - (6) The property is a neighborhood nuisance as that term is defined in section 62-75(b) of this article.

(d) *Prohibition*. It is unlawful for any person to permit any property to be neglected or derelict.

Sec. 62-76. Administrative actions for enforcement and abatement.

- (a) Emergency abatement or corrective action. Whenever the director determines that a violation of this article is an imminent hazard to life, health, property, or public welfare, the director may order the owner to immediately abate or correct the condition causing the imminent hazard or may abate or correct the condition causing the imminent hazard. Within twenty (20) days of abating the imminent hazard, the director shall notify the owner:
 - (1) That the city took an abatement or corrective action,
 - (2) The fee of the abatement or corrective action, and
 - (3) That under subsection (d) of this section, the owner may appeal the director's decisions and the fee for any abatement or corrective action the city took.
- (b) Notice of violation. Except as provided in subsection (a) of this section, whenever the director finds that any owner has violated or is violating this article, or any rules and regulations established hereunder, the director may issue a written notice to the owner stating the nature of the violation, the possible penalties, and any required remedial action and referring to the appeal process under subsection (d) of this section. For a neglected or derelict historic property, the historic preservation commission may request the director to proceed with an administrative enforcement and abatement action.

(c) Remedial plan.

- (1) Whenever the director issues a notice of violation under subsection (b) of this section, the owner shall submit a written remedial plan, in a form acceptable to the city, within thirty (30) days of the notice of violation. The remedial plan must include all work necessary to abate the violation and corresponding deadlines for completing all work in the remedial plan. The remedial plan shall also contain a provision for addressing and correcting any new violations that are identified or arise during the remediation process.
- (2) A remedial plan for a historic property proposing to demolish or alter the exterior of a historic structure is neither approvable nor allowed to be implemented, without the historic preservation commission's prior written approval.
- (3) Except for placement on the neglected and derelict building list in accordance with section 62-78(b) and the requirements under section 62-80, all further enforcement action under this article will be stayed if the director approves the remedial plan and the owner:

- i. Complies with the approved remedial plan;
- ii. Complies with all property related provisions of the City Code with regard to that property; and
- iii. Pays all fees and penalties related to or arising out of any violation of section 62-75(c).
- (d) Determinations eligible for appeal.
 - (1) The following are ministerial acts or requirements that may be considered as part of a determination eligible for appeal, but are not a separate basis for filing an appeal:
 - i. Placement on the neglected and derelict building list;
 - ii. Assessment of the neglected and derelict building fees; and
 - iii. The requirements to designate an agent and file a registration statement under section 62-80.
 - (2) The owner may appeal the following:
 - i. The notice of violation;
 - ii. The requirement to post no trespassing signs;
 - iii. The rejection of a remedial plan;
 - iv. The director's determination that the owner has failed to comply with an approved remedial plan; and
 - v. The director's determination to order or take emergency abatement action.
- (e) Order to show cause. If the owner does not submit a remedial plan within thirty (30) days of the date of notice of violation, or if the owner submits a remedial plan within the prescribed time but the director rejects it or the owner does not comply with the approved remedial plan, the director may order any owner of the neglected or derelict property to show cause before the director why the proposed enforcement action should not be taken. If the owner appeals the notice of violation, requirement to post signs, rejection of the remedial plan, or a determination that the owner has not complied with an approved remedial plan, the director may consolidate the hearing on the appeal and the show cause hearing and issue a decision determining all issues under this article raised at the hearing.
- (f) Notice of show cause hearing. Notice of show cause hearing must be served on the owner specifying:
 - (1) The time and place of a hearing regarding the violation,
 - (2) The reasons why the action is to be taken, and
 - (3) The proposed enforcement action.

The notice must direct the owner to show cause why the proposed enforcement action should not be taken. If the director consolidates the show cause hearing and an appeal, the notice must indicate that the hearings have been consolidated.

(g) Service of notices.

- (1) A notice of violation, placement on the neglected and derelict building list under section 62-78(b), and the show cause hearing must be served on the owner. The notice of violation and notice of placement on the neglected and derelict building list may be served by hand delivery to the owner or by sending it first-class mail, postage prepaid and by posting them on a conspicuous place on the property. Service of the notice of show cause hearing may be made by hand delivery to the owner, or by certified mail postage prepaid, or by the methods provided in the Colorado Rules of Civil Procedure. Service of any of these notices by mail must be addressed to the owner as shown in the records of the assessor's office. The notice of show cause hearing must be served at least ten (10) days before the hearing.
- (2) A notice of violation and notice of placement on the neglected and derelict building list that is mailed in accordance with these requirements is complete upon placement in the mail. A notice of the show cause hearing that is mailed in accordance with these requirements is considered served on the date mailed unless it is returned as undeliverable. (For purposes of this article, unclaimed or refused mail is not undeliverable.)
- (3) If service of the notice of show cause hearing cannot be accomplished by any of the above methods, service may be made by posting it in a conspicuous place on the property for at least ten (10) days before the hearing and publishing it once in a daily newspaper of general circulation at least ten (10) days and no more than twenty (20) days before the hearing.
- (h) Show cause hearing. The hearing must be conducted in accordance with rules and regulations issued by the director. If the notice of show cause hearing has been served in compliance with subsection (g) of this section, the hearing will take place regardless of whether the owner appears.
- (i) *Presumption*. The owner has the burden of proving the correctness of its position by a preponderance of the evidence. All of the director's determinations and findings are presumed to be correct until sufficient evidence is introduced that would support a contrary finding.
- (j) Designation of hearing officer. The director may hold the hearing or designate a hearing officer. For purposes of deciding any preliminary matter related to a hearing; conducting a hearing; making any determination and finding; issuing subpoenas and orders; and assessing civil penalties and fees, the hearing officer has all the powers and authority vested in the director under this article.

(k) Determination/final order. The director shall:

(1) Make a determination, which must be reduced to writing and sent to the owner within thirty (30) days of the hearing. The determination is the final order and is reviewable under Rule 106(a)(4) of the Colorado Rules of Civil Procedure. Each party may file a motion for correction to or clarification of the order, which must be filed within seven (7) days of the date the order is issued. Unless a motion for correction or clarification is timely filed, the time period to file an appeal under Rule 106(b) commences on the date the final order is issued. If a motion for clarification or correction is filed, that time period commences on the date the correction or clarification to the final order is issued.

(2) Include in the final order:

- i. Findings of fact and a determination as to whether any violation has occurred;
- ii. Identification of any mitigating or aggravating circumstances;
- iii. The amount of any civil penalty, fee, cost, or combination thereof assessed under sections 62-76(n), 62-78 and 62-79 and the costs of the hearing; and
- iv. Set a deadline for any required abatement action to be performed.
- (1) Service of the written determination and final order. The written determination and final order must be sent to the owner by first-class mail, postage prepaid and via email, if the owner provides such contact information.
- (m) Civil penalties. The director may assess a civil penalty of not more than nine hundred ninety-nine dollars (\$999.00) per day for each day the owner is found to have violated this article, any order issued by the authority of this article, any rules and regulations adopted by the director, or permit issued for work related to an approved remedial plan. In imposing any civil penalty for a violation of section 62-75(c), the director may consider the history of violations, whether the owner was deliberate or negligent, whether the neglected or derelict property is a historic property, the gravity of the violation, the demonstrated good faith of the owner in attempting to achieve timely compliance after notification of a violation. Additionally, when the neglected or derelict property is lawfully used for commercial purposes, the director may consider the effect of civil penalties on the owner's ability to continue the business. Unless otherwise expressly stated in the final order, civil penalties assessed under this article are due and payable within thirty (30) days of date of invoice, which must be sent first-class mail, postage prepaid, to the address the owner provides to the city or an address for the owner the city discovers through its own efforts.
- (n) Judicial enforcement. In addition to all other remedies set forth in this article, the city may petition the district court for the issuance of a preliminary or permanent injunction, or both, restraining any person from continued

- violation of this article. In that action, the city may seek recovery of any unpaid civil penalties, abatement costs, and other fees and costs provided for in this article.
- (o) Posting of no trespassing signs and other warning signs. Upon or after issuing a notice of violation under section 62-75(c), the city may or may require the owner, to post a sign near each possible access point to the property prohibiting trespassing and warning the public of danger. If a sign is required to be posted under this article, within the time period requested by the director, the owner shall post the sign(s) and provide written authorization to the director allowing the arrest of any trespassers.

Sec. 62-77. – Court actions for abatement.

- (a) If, after notice and hearing pursuant to this article and a finding of a violation of this article, the owner has failed to abate the violation or comply with abatement deadlines in the director's final order or in an approved remedial plan, the city, an affected neighboring landowner, or any other person who has suffered damages due to the condition of the property and otherwise has legal standing to bring legal action, may commence an action in the district court pursuant to Rule 65 or 66 of the Colorado Rules of Civil Procedure for abatement under this article. These actions may request:
 - (1) An injunction ordering the owner of property to take whatever action the court considers necessary or appropriate to abate the violation;
 - (2) The appointment of a receiver to take possession and control of the property and to complete all work and to furnish material that reasonably may be required to abate the violation. All interested persons must be made parties to the action.
 - (3) The court to appoint a receiver to exercise any of the powers listed below:
 - i. Take possession and control of the property, operate and manage the property, establish and collect rents and income, lease and rent the property, and evict tenants. An existing violation of the Aurora Buildings or Building or Aurora Health and Housing Codes does not restrict the receiver's authority pursuant to this subsection.
 - ii. Pay all expenses of operating and conserving the property including the cost of electricity, gas, water, sewage, heating fuel, repairs and supplies, custodian services, taxes, assessments, and insurance premiums and to hire and pay reasonable compensation to a managing agent.
 - iii. Pay pre-receivership mortgages and other liens and installments of pre-receivership mortgages and other liens.
 - iv. Perform or enter into contracts for the performance of work and the furnishing of materials necessary to abate the violations and obtain financing for the abatement of violations.

- v. Pursuant to court order, remove and dispose of personal property that is abandoned, stored, or otherwise located on the property, that creates a dangerous or unsafe condition, or that constitutes a violation of the Code, including the Aurora Buildings and Building and Aurora Health and Housing Codes.
- vi. Enter into agreements and take actions necessary to maintain and preserve the property and to comply with the Code, including Aurora Buildings and Building and Aurora Health and Housing Codes.
- vii. Give the custody of the property and the opportunity to abate the violation and operate the property to the owner or to a mortgagee or lienholder of record.
- viii. Issue notes and secure the notes by deeds of trust on the property on terms, conditions, and at interest rates all as approved by the court.
- ix. Obtain mortgage insurance for a receiver's mortgage.
- x. Any other action that the court considers appropriate.
- (4) That all costs, including the costs of the receivership, expenses, penalties, and all fees, be assessed against the owner and made a lien against the property, taking precedence over and being superior to all other liens of record except liens for general taxes and special assessments.
- (5) That, at the request of the party that applied for the receivership, the court discharge the receiver.
- **(6)** That if repair and rehabilitation of the property are not found to be feasible, upon the written request of all known interested persons who have appeared in the action, to have the property or portions of the property demolished, the court order the demolition of all or part of the property. The court may require the receiver to determine the cost of demolition of the property or the portions of the property that constitute the violation, and after court approval, the receiver shall arrange for demolition in accordance with state laws, the Code, and any permit issued under these authorities. However, demolition must not be ordered unless the requesting persons have guaranteed or underwritten the costs of demolition, have paid the costs of the receivership, and have paid all notes and mortgages of the receivership. Nothing in this article or a court order arising out of a court action authorized under this section limits the city's right to demolish any property that the city is authorized to demolish pursuant to the provisions of the Aurora Buildings and Building Code.
- (7) Nothing in this article limits or prohibits the city from exercising or using other remedies or procedures to enforce this article, the Aurora Building and Buildings, Fire, or Health and Housing Codes.

Sec. 62-78. Inspection and fees.

- (a) Inspection. Whenever the director has reason to believe that a property is neglected or derelict as defined in this article or when requested by the historic preservation commission to inspect a historic property, the director shall inspect the property to determine if it complies with this article and all other applicable laws and codes, including rules and regulations pursuant to them. If, after inspection, the director finds that a property is neglected or derelict, the director may issue a written notice of violation and proceed under section 62-76 of this article.
- (b) Neglected and derelict building list. If the director issues a notice of violation pursuant to section 62-76(b), the property must be placed on the neglected and derelict building (NADB) list maintained by the director.
 - (1) The director shall issue a notice of placement on the NADB list to the owner that the property has been placed on the NADB list. The notice must include:
 - i. The property's address and a legal description according to the county assessor's website;
 - ii. A concise statement as to the basis of the director's determination; and
 - iii. A brief explanation about assessment of fees under this section.
 - (2) The director shall make the neglected and derelict building list available to the public by publishing it on the City of Aurora website.
- (c) Quarterly inspection. The director shall conduct, at a minimum, quarterly inspections of neglected or derelict properties to ensure compliance with applicable codes.
- (d) Compliance. When all violations of the Code have been abated and a neglected or derelict property has been legally reoccupied, or when the building has been demolished and the lot cleared in accordance with provisions of this Code, the property will be removed from the NADB list.
- (e) Assessment of fees.
 - (1) The NADB list fee will not be assessed against the owner so long as the owner meets all of the requirements below. Upon failure to meet any of the three conditions below, however, a nonrefundable yearly fee of one thousand dollars (\$1,000.00) will be assessed against the owner. The initial fee will be assessed upon failure to:
 - i. Submit an approvable remedial plan in accordance with section 62-76(b) or failure to comply with any of the deadlines set forth in an approved remedial plan;
 - ii. Comply with any property related provision of the Code; or
 - iii. Pay all other fees and penalties related to or arising out of any violation of section 62-75(c) within the prescribed time period.

(2) Once the fee has been assessed, for each subsequent twelve-month period or part thereof that the property remains on the NADB list, the fee will be assessed on the anniversary date of the initial assessment. The fee is due and payable thirty (30) days from the date of the invoice. If the payment is more than thirty (30) days past due, a fifty-dollar (\$50.00) late fee will be assessed.

Sec. 62-79. – Collection of assessments; liens.

- (a) The civil penalties provided for in sections 62-76, 62-78, and 62-80 are cumulative as are the assessment of any costs and fees under this article. Failure to pay any civil penalty, cost, or fee, including the interest thereon, assessed under this article within thirty (30) days of the date of the invoice is unlawful. If an owner fails to pay the civil penalty, costs, or fee, including the interest thereon, within that thirty-day period, the assessment will become a lien on the property. The lien perfects automatically and has priority over all other liens except general taxes and prior special assessments.
- (b) If an assessment of a civil penalty, cost, or fee, including the interest thereon, converts into a lien, the director is responsible for collecting the assessment, together with a ten-percent penalty for the cost of assessment.
- (c) Until a civil penalty, cost, or fee, including interest thereon, assessed under this article that is not pending appeal has been paid in full, the city shall not issue or renew any license or permit to the owner.
- (d) Failure to pay any outstanding civil penalty, cost, or fee, including interest thereon, assessed under this article that is not pending appeal is grounds for suspension or revocation of any license issued by the city until fully paid.

Sec. 62-80. – Registration of property owners and agents.

- (a) Any nonresident owner to whom a notice of violation was issued under this article shall designate a person meeting the qualifications in section 62-80(a)(2) to accept all forms of service for any notice, order, citation, summons, complaint, and all other documents relating to or arising out of enforcement of the Code for violations concerning to the property cited under this article and to accept service of process in any civil action in which the nonresident owner is alleged to be liable based upon ownership of the property or upon transactions related to rental of it. The owner shall file a registration statement on a form acceptable to the city within thirty (30) days of service of a notice of violation.
 - (1) The registration statement must include:
 - i. A legal description of the property according to the county assessor's website to enable the director to find it.
 - ii. The name and current address of the owner of record, and if the owner is a business entity, the statement must also contain the name and address of its registered agent.

- iii. The name and business address of the agent designated to accept service for the matters in section 62-80(a).
- (2) The agent designated must be a natural person eighteen (18) years of age or older who is customarily present in an office in the city for the purpose of transacting business or whose primary residence is within the state of Colorado.
- (b) Any non-occupant owner to whom a notice of violation under this article is issued for property that is neither the owner's primary residence nor its principal place of business, shall file a registration statement setting forth the information in section 62-80(a)(1)(i) and (ii). If the notice of violation was issued to the non-occupant owner, the owner shall file the registration within thirty (30) days of the date that the notice of violation was issued.

(c) Penalties:

- (1) Any owner who fails to designate an agent to accept service or who fails to file a registration statement as required by this section is subject to a separate civil penalty of not more than five hundred dollars (\$500.00) per day for each day the owner has failed to designate an agent or remains unregistered up to a total of fifteen thousand dollars (\$15,000.00). If the owner is in compliance with this section at the time of a hearing as provided in subsection (c)(2) below, and it is the first time that the owner has failed to comply with this section, this penalty may not exceed five hundred dollars (\$500.00).
- (2) In assessing the civil penalty, the director may consider the history of all Code violations concerning the property for which the owner has been noticed, whether the owner was negligent, the gravity of the violation, effect of the failure to register on enforcement action, and whether the owner has demonstrated good faith in attempting to achieve rapid compliance after notification of a violation. Additionally, when the property is lawfully used for commercial purposes, the director may consider the effect of civil penalties on the property owner's ability to continue the business. The assessment of the civil penalty may be appealed under section 62-76(d) of this article.
- (d) The owner shall notify the director of any change in the designated authorized agent or ownership no later than ten (10) days after the change.
- (e) Except as provided in subsection (f) of this section, the registration of owners filed with the director under this section is confidential and not open to the public. The director shall make available the information contained in the registrations upon request of any law enforcement agency.
- (f) The director will make available for public review the following information, and any subsequent amendments thereto, upon request identifying the property by address:
 - (1) A legal description of the property according to the county assessor's website.

- (2) The name of the owner of record and, in addition, if the owner is a corporation, the name and address of its registered agent.
- (3) The name and address of the owner's agent as shown in the director's records.

<u>Section 3. Severability.</u> 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.

<u>Section 4.</u> 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.

<u>Section 5.</u> <u>Repealer.</u> 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 , 2025		ORDERED	PUBLISHED	this	day	of
PASSED AND OI	RDERED I	PUBLIS	HED this	day of	, 2025.		
			MIKE	COFFMAN, May	or	_	
ATTEST:							
KADEE RODRIG	UEZ, City	Clerk					

Logel L. Cashin MP ANGELA GARCIA, Senior Assistant City Attorney

APPROVED AS TO FORM:



Item Title: Case Management Name Change to Court Services – 50-137(a)(1)

CITY OF AURORALate Submission Approval for Agenda Item

Item Initiator: Fatima Thibou, Co	urt Administration Executiv	ve Specialist
Staff Source/Legal Source: Cand Attorney	dace Atkinson, Court Admii	nistrator and Detention Director / Angela Garcia, Senior Assistant City
Outside Speaker: NA		
Strategic Outcome: Well Manager improvement, fiscal stewardship, ar		ration, committed to great customer service, innovation, continuous structure.
CRITERIA - PLEASE CONSIDER IT	EM FOR LATE SUBMISS	ION FOR THE FOLLOWING REASON:
	quirement that must be m	et and cannot be met by a future meeting date
☐ The delay will result in an advers	e financial impact to the ci	ity
☐ The item is related to a disaster a	and must be addressed bef	fore the next available meeting
COUNCIL MEETING DATES FOR LA	ATE SUBMISSION:	
Study Session: 5/5/2025		
Regular Meeting: NA		
decision was made to include on the	agenda for the 5/5/2025 S	ldy Session and was not added due to process misunderstanding. The Study Session and I missed the submission deadline by one day. The proved by Council as immediately as possible.
Patina Tubeu		
		without submitting this completed form as an attachment in e-Scribe. w is not completed by the WORKFLOW COMPLETED date indicated on
Fatima Thibou		Candace Atkinson
Agenda Item Initiator Name		Late Submission Approver Name (Council Appointee or DCM)
Fatima Thibou	04/21/25	Cardace atknoon 04/22/25
Agenda Item Initiator Signature	Date	Late Submission Approver Signature Date



CITY OF AURORACouncil Agenda Commentary

Item Title: Court Administration - Case Management Name Change to Court Services
Item Initiator: Fatima Thibou, Court Administration Executive Specialist, Court Administration
Staff Source/Legal Source: Candace Atkinson, Director, Court Administration and Detention / Angela Garcia, Senior Assistant City Attorney
Outside Speaker: NA
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: 5/5/2025
Regular Meeting: 5/19/2025
2 nd Regular Meeting (if applicable): NA
Item requires a Public Hearing: \square Yes \boxtimes 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)
Candace Atkinson, Director, Court Administration and Detention / Angela Garcia, Senior Assistant City Attorney Estimated time: 10 mins
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: Public Safety, Courts & Civil Service

Policy Committee Date: 4/10/2025

Action Taken/Follow-up: (Check all that apply)			
□ Recommends Approval				Does Not Recommend Approval
☐ Forwarded Without Recon	nmendation			Minutes Not Available
☐ Minutes Attached				
				nd Commissions, or Staff. Summarize pertinent ES AND BOARDS AND COMMISSIONS.)
4/10/2025 Reviewed by Publi	c Safety, Courts & Civil Servic	ce Polic	су	Committee
ITEM SUMMARY (Brief desc	cription of item, discussion, key p	oints, r	rec	commendations, etc.)
Ordinance Amendment - Cas	e Management Name Change	to Co	ur	t Services - 50-137(a)(1)
FISCAL IMPACT				
Select all that apply. (If no fis	scal impact, click that box and	skip t	to	"Questions for Council")
	Budgeted Expenditure Impact No Fiscal Impact	□ No	on-	Budgeted Expenditure Impact
REVENUE IMPACT Provide the revenue impact Provide additional detail as		estima	ate	ed impact on revenue? What funds would be impacted?
NA				
	nditure impact or N/A if no impac			rg/Account # and fund. What is the amount of budget ms/services? Provide additional detail as necessary.)
NA				
	expenditure impact or N/A if no			(Provide information on non-budgeted costs. Include vital needs. Provide additional detail as necessary.)
TVA				
				needed or is the change absorbable? If new FTE(s) are y. Provide additional detail as necessary.)
NA				
QUESTIONS FOR COUNC	CIL			
Does the Council Approve	moving the item to a regul	ar Cit	У	Council meeting?

LEGAL COMMENTS

Council has the power to make and publish ordinances consistent with the laws of the state for carrying into effect or discharging the powers and duties conferred by the State Constitution, State Statute, or City Charter and such as it shall deem necessary and proper to provide for the safety; preserve the health; promote the prosperity; and improve the morals, order, comfort and convenience of the city and the inhabitants thereof. (City Code § 2-32 and C.R.S. § 31-15-103). Amendments to ordinances are permitted under Section 1-9 of the City Code. (Garcia)

ORDINANCE NO. 2025-

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 50-137 OF THE CITY CODE PERTAINING TO CHANGING THE NAME OF ONE OF THE DEPARTMENTS THE COURT ADMINISTRATOR PROVIDES MANAGEMENT, ORGANIZATION AND FINANCIAL CONTROL OF FROM CASE MANAGEMENT TO COURT SERVICES.

WHEREAS, the Court Administrator's responsibilities include providing management, organization and financial control of the administrative offices of the court; and

WHEREAS, to address misconceptions related to employment recruitment and compensation, it is necessary to change the name of the administrative department Case Management to Court Services.

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

Section 1. That subsection (a)(1) of Section 50-137 of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Sec. 50-137. – Responsibilities.

- (a) Under the administrative policies established in conjunction with the city council, the court administrator shall have the following responsibilities:
 - (1) Provide management, organization and financial control of ease management court services, the probation division, the court technology division, the marshal division, and the detention facility.

<u>Section 2. Severability.</u> 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.

<u>Section 3.</u> 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. or with any of the conflict. This repe heretofore repealed	e document caler shall n	s hereby	approved, are	• •	l only to	the exte	ent of s	uch
INTRODUCED,			ORDERED	PUBLISHED	this		day	of
PASSED AND OF	RDERED F	UBLISI	HED this	day of		2025.		
			MIKE (COFFMAN, May	or		_	
ATTEST:								
KADEE RODRIG	UEZ, City	Clerk						
APPROVED AS T Logel L. Gan)						
ANGELA GARC	IA, Senior	Assistan	t City Attorney	/				



Weekly Policy Committee Update

April 4, 2025

1. Next Week's Policy Committee Agendas
Planning & Economic Development Policy
Committee Meeting Agenda
April 9, 2025

Public Safety, Courts & Civil Service Policy Committee Meeting Agenda April 10, 2025

2. Current Draft Minutes

Planning & Economic Development Policy Committee Draft Minutes March 12, 2025

AGENDA



Planning and Economic Development Policy Committee

Wednesday, April 9, 2025, 8:30 a.m. VIRTUAL MEETING

Public Participation Dialing Instructions

Call in Number: 720.388.8447 Access Code: 997 411 479#

Council Member Françoise Bergan, Chair Council Member Curtis Gardner, Vice Chair Council Member Danielle Jurinsky, Member

Council Goal: Be a great place to locate, expand and operate a business and provide for well-planned growth and development.

		and development.	
			Pages
1.	Call t	o Order	
2.	Appro	oval of Minutes	1
	Marc	h 12, 2025 Draft Subject to Approval Councilmember Bergan	
3.	Gene	ral Business	
	3.a	UDO Amendment for Multifamily Parking in Applicable Transit Service Areas	10
		Staff/Legal Source: Sarah Wile, Senior Planner III/Lena McClelland, Assistant City Attorney	
		Estimated time: 15 minutes	
	3.b	UDO Amendment for Accessory Dwelling Units	37
		Staff/Legal Source: Jeremiah Fettig, Planner II/Lena McClelland, Assistant City Attorney	
		Estimated time: 15 minutes	
	3.c	Colfax and 13th Avenue Station Area Plan	76
		For an Ordinance of the City Council of the City of Aurora, Colorado, Amending the 2018 Comprehensive Plan to Adopt by Reference the "Colfax and 13th Avenue Station Area Plan" ("13th Avenue Station Plan")	

	Estimated time: 15 minutes	
3.d	Housing Analysis Small Lot Update	99
	Sponsor name: Francois Bergan Staff/Legal Source: Jeannine Rustad, Director of Planning & Business Development and Steve Timms, Planning Supervisor/Lena McClelland, Assistant City Attorney Estimated Time: 15 minutes	
3.e	Resolution for Amendments to Exhibit A and B of the Crestone Peak Resources Operator Agreement	134
	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT FOR REVISIONS TO EXHIBITS A AND B OF THE CRESTONE PEAK RESOURCES OPERATOR AGREEMENT Staff/Legal Source: Jeffrey S. Moore, Manager, Energy & Environment Division/Dave Scott, Assistant City Attorney Outside Speaker: Dan Harrington, Asset Development Manager, Civitas Resources Estimated Time: 15 minutes	
Misce	llaneous Matters for Consideration	
4.a	Aurora Economic Development Council	
	NO REPORT	
4.b	Havana Business Improvement District	
	NO REPORT	~
4.c	Aurora Chamber of Commerce	
	NO REPORT	
4.d	Planning Commission	
	NO REPORT	
4.e	Oil and Gas Committee	158
	Brad Pierce	

Staff/Legal source: Daniel Krzyzanowski, Planning Supervisor/Lena

McClelland, Assistant City Attorney

4.

Please see the Oil and Gas Committee updates in the agenda packet.

4.f Business Advisory Board

NO REPORT

4.g Retail

NO REPORT

4.h Small Business

NO REPORT

4.i Visit Aurora

NO REPORT

5. Confirm Next Meeting Date

Tentatively scheduled for May 14, 2025, at 8:30 AM MT.

6. Adjournment

AGENDA



Public Safety, Courts and Civil Service Policy Committee

Thursday, April 10, 2025, 9:00 a.m.

Aurora Room

15151 E. Alameda Parkway

Aurora, CO 80012

Council Member Danielle Jurinsky, Chair Council Member Stephanie Hancock, Vice Chair Council Member Amsalu Kassaw, Member

Public participant dialing instructions

Link to Teams Meeting

Council Goal: Assure a safe community for people

			Pages
1.	Call t	o Order	
2.		oval of Minutes oval of March14, 2025 minutes.	1
3.	Conse	ent Items	
	3.a	Motor Vehicle Theft Recovery Voucher Program Update John Schneebeck, Business Services Manager / Megan Platt, Assistant City Attorney	5
	3.b	Aurora Police Retention Update - April 2025 John Schneebeck, Business Services Manager / Megan Platt, Assistant City Attorney	8
	3.c	Special Operations Crime Suppression Update Matt Brukbacher, Police Commander / Megan Platt, Assistant City Attorney	18
	3.d	Resolution to Approve Adult Protective Services (APS) Cooperative Agreement with Aurora Police Department Todd Chamberlain, Chief of Police / Megan Platt, Deputy City Attorney	25

	3.e	Resolution to Approve the Memorandum of Agreement (MOA) between the Aurora Colorado Police Department (APD), Buckley Space Force Base, Colorado (BSFB) and the Federal Bureau of Investigation (FBI) to assist, respond, detect, detain and investigate Unmanne Chris Juul, Deputy Chief of Police / Megan Platt, Deputy City Attorney	36
	3.f	IGA between AFR and State of CO Human Svcs Angela Garcia, Senior Assistant City Attorney	47
	3.g	Aurora911 Retention Update – April 2025 Tina Bunetta, Director of Aurora911 / Angela Garcia, Senior Assistant City Attorney	103
	3.h	Aurora Fire Rescue Retention Update - April 2025 Alec Oughton, Aurora Fire Rescue Chief / Angela Garcia, Senior Assistant City Attorney	111
4.	Gene	ral Business	
	4.a	2025 Police Audit Plan and Firearm Inventory Review Results Michelle Crawford, City Auditor	117
		Estimated Time: 10 minutes	
	4.b	Public Safety Action Plan Update Jason Batchelor, City Manager / Megan Platt, Deputy City Attorney Estimated time: 15 mins	157
	4.c	Case Management Name Change to Court Services – 50-137(a)(1) Candace Atkinson, Court Administrator and Detention Director / Angela Garcia, Senior Assistant City Attorney	169
5.	Misc	ellaneous Matters for Consideration	
	0	inn Mart Marting	

6. Confirm Next Meeting Scheduled for May 8, 2025, at 9:00 a.m. in the Aurora Room.

7. Adjournment

PLANNING AND ECONOMIC DEVELOPMENT POLICY COMMITTEE MEETING MINUTES

Date: March 12, 2025

Time: 8:30 am

Members Present Chair: Council Member Françoise Bergan, Council Member Danielle

Jurinsky

Others Present Aja Tibbs, Alison Lueck, Andrea Amonick, Ariana Muca, Ashvina Patel,

Becky Hogan, Kelly Bish, Brad Pierce, Brandon Cammarata, Brenda Kenney, Brian Rulla, Brit Vigil, Cathy DeWolf, Cesarina Dancy, Chad Argentar, Chad Giron, Chance Horiuchi, Chris Fellows, Connor Bailey, Crystal Vigil, Daniel Krzyzanowski, David Scott, Deborah Bickmire, Gayle Jetchick, Jake Calegari, James Schireman, Jason Batchelor, Jeannine Rustad, Jeffrey Moore, Jennifer Orozco, Jeremiah Fettig, Jose Rodriguez, Julie Patterson, Laurie Womer, Leah Ramsey, Lena McClelland, Leticia Callanen, Mac Callison, Maria Alvarez, Marisa Noble, Maurice Healy, Megan Waldschmidt, Melissa Rogers, Mayor Michael Coffman, Michael Kerrigan, Mindy Parnes, Morgan Cullen, Morgan Jennings, Naomi Colwell, Robert Oliva, Sarah Pulliam, Sarah Wile, Stacy Wasinger, Stephen E. Rodriguez, Stephen Gubrud, Steve Timms, Thomas Blevins, Tod Kuntzelman, Tom Oldenburg, Trevor

Vaughn, Wendy Vue, Yuriy Gorlov

1. CALL TO ORDER

2. APPROVAL OF FEBRUARY 12, 2025, DRAFT MINUTES-CM BERGAN

2.a. The minutes were approved.

3. GENERAL BUSINESS

3.a. 2024 Retail Sales Update

Summary of Issue and Discussion:

Robert Oliva, Senior Project Manager

Robert Oliva, Senior Project Manager, initiated the presentation by attempting to share his screen, experiencing some technical difficulties before receiving assistance from A. Amonick, who guided him through the process of selecting the appropriate window for his PowerPoint presentation. Once the presentation was properly displayed, R. Oliva began by introducing the 2024 annual retail sales tax update, specifying that the data was sourced directly from the Finance and Budget Department and had been thoroughly verified.

He started by discussing business licenses by ward, noting that four of the six wards experienced increases in business licenses, with only two seeing slight decreases. Of all the business licenses in Aurora, only 34% were retail, while the remainder consisted of industrial, office, and other non-retail businesses. He highlighted key developments in the restaurant sector, mentioning openings such as Cerebral Tap Room, Lucky Strike, and the Alba Cooperative, the latter being the culmination of a multi-year effort led by multiple departments, particularly the Small Business Development Center (SBDC). He encouraged council members to visit the newly opened establishments.

Transitioning to sales tax data, R. Oliva presented various sector-specific trends. The restaurant and bar sectors, after a decline during the COVID-19 pandemic, showed a steady recovery but appeared to plateau in recent years. Discount stores, unexpectedly, saw a drop, possibly due to major retailers like Walmart implementing rollback pricing, reducing the total revenue collected despite steady consumer demand.

The building materials sector exhibited consistent growth, driven by ongoing construction projects in Aurora, although growth had slowed to 2.75% in 2024. The automotive industry presented a mixed outlook: while car sales struggled, the auto parts sector initially compensated for the downturn but was now experiencing challenges as well.

In the electronics sector, an unexpected 4.5% increase occurred despite the absence of a major new product cycle, signaling steady consumer demand. Grocery stores, contrary to expectations, saw a slight decline in sales, marking a deviation from their consistent growth in previous years. The telecommunications industry remained flat after a COVID-induced dip but had since stabilized. Clothing and accessories maintained an upward trend, driven primarily by value-oriented retailers.

R. Oliva then discussed beer, wine, and liquor sales, noting that while a surge occurred during the pandemic, sales had since stabilized, fluctuating slightly year over year. He suggested that if a recession were to occur, liquor sales might increase. Department stores, still struggling to recover from COVID-related downturns, showed minimal growth and were unlikely to return to pre-pandemic levels. Sporting goods experienced a post-pandemic decline, as evidenced by store closures like Dick's Sporting Goods.

Furniture sales, which surged during COVID, continued to decline, leading to aggressive discounts by major retailers. He advised consumers to watch for bargains. In total, despite annual increases since tracking began, overall sales appeared to be plateauing, prompting concerns about future growth.

R. Oliva proceeded to discuss retail trends, identifying Raising Cane's as the fastest-growing food chain nationwide, followed by Chili's and Dave's Hot Chicken. Drive-

through chains such as In-N-Out Burger, Seven Brew Coffee, and PJ's Coffee also saw significant growth. In the sit-down restaurant sector, Chipotle led, followed closely by Chili's. He mentioned the resurgence of Chuck E. Cheese, attributing part of its revival to nostalgia and collectors seeking animatronic figures from closed locations.

He then addressed major retail developments, including Walgreens' splitting from its parent company, Boots Alliance, and its decision to close 1,200 stores. CVS also announced closures but planned to introduce smaller pharmacy-only stores. Meanwhile, the Nordstrom family was in the process of privatizing Nordstrom, potentially benefiting the company's stability.

- O CM Jurinsky expressed concern over the plateauing retail performance, citing vacant storefronts and the economic impact of lost businesses. She inquired about strategies to attract and retain retailers, emphasizing the need for immediate action rather than waiting for long-term incentives. She pointed to locations such as Hampden and Chambers, where vacant Walgreens and Big Lots stores had contributed to increased crime.
- O R. Oliva acknowledged the concern, noting that while some retailers were expanding—such as Burlington Stores acquiring 44 former Bed Bath & Beyond locations and Ollie's Bargains entering new markets, many were lower-tier replacements. He confirmed that outreach efforts were ongoing and that retail strategy discussions would include potential incentives.
- O CM Jurinsky pressed for more proactive engagement, asking if the city had direct contact with retail landlords and brokers. She volunteered to assist in outreach efforts if needed. Jeannine Rustad, Director of Planning and Business Development, elaborated on the city's approach, explaining that in cases like Big Lots, property owners had declined city assistance. Similarly, in the case of closing Kohl's location, a new tenant had already secured part of the space, and Ace Pickleball was taking another portion of the center.
- o Mayor Michael Coffman inquired about the impact of online sales on brick-and-mortar retail. R. Oliva, citing estimates, stated that approximately 17% of retail sales now occur online. The mayor suggested that Aurora might have an excess of traditional retail space and proposed redevelopment incentives for struggling shopping centers.
- O The discussion then shifted to national chain closures, with CM Jurinsky pointing out long-vacant spaces such as the former CVS at Quincy and Reservoir. R. Oliva confirmed the city was monitoring closures and hoping for backfill tenants in spaces like the former Bed Bath & Beyond.
- O Mayor Coffman also asked about Aurora's restaurant industry relative to Denver, which was experiencing significant closures. R. Oliva noted that Aurora fared better, though still facing challenges, particularly in terms of securing new tenants for vacant restaurant spaces. He acknowledged that Southlands had multiple long-term vacancies, with property managers favoring established national chains over independent operators.

- O CM Bergan voiced frustration over the prolonged vacancies in Southlands despite strong local demographics. R. Oliva explained that Southlands was selective in its leasing practices and often required new tenants to overhaul existing kitchen setups, deterring smaller operators. He mentioned that a new restaurant was in negotiations with the center, but details remained undisclosed.
- As the discussion wrapped up, Mayor Coffman reiterated concerns about Aurora's retail stability and urged continued efforts to attract new businesses.

Outcome:

Information only.

Follow-up Action:

None required.

4. MISCELLANEOUS MATTERS FOR CONSIDERATION

4. a. Aurora Economic Development Council

• Yuri Gorlov

NO REPORT

4.b. Havana Business Improvement District

• Chance Horiuchi

C. Horiuchi opened the discussion by welcoming everyone and expressing her gratitude to those who attended the networking event the previous night. She emphasized the value of connecting city staff and resources, particularly with the Small Business Development Center programming. She conveyed her hope to schedule more such events in the future.

Turning to business openings, she informed the group that Dave's Hot Chicken was coming as part of a parcel redevelopment. Unfortunately, the process was expected to take several years, with the property management company projecting an opening around 2026. She then shared another significant development, announcing that Daiso was coming to the Southlands and Havana Street. Acknowledging the brand's cult following in other states, she emphasized its potential to bring in considerable sales tax revenue and visitors from different areas. Although its grand opening had been delayed, it was now scheduled for early April at Village on the Park.

Regarding restaurant leases, C. Horiuchi mentioned that she had reached out to Bob and Tom about available spaces. Among them, Dozens had a restaurant lease open, and 10 Second Rice Noodle was already in operation. Venya Ramen and Poke, which opened on September 1, had closed by January 1, leaving its lease available for

negotiations. She noted that the current owner was considering opening a Mala restaurant if another tenant did not take over the lease.

She highlighted that Havana maintained a leasing rate of about 96-97%, though Gibby's remained an exception. The space, spanning approximately 7,000 to 8,000 square feet, had been vacant for a significant period. She acknowledged the challenge of finding a tenant willing to take on such a large space and expressed interest in learning more about the incentive program that R. Oliva had mentioned, suggesting it might be something to promote and support.

Before concluding, she encouraged attendees to reach out with any questions and announced the upcoming night markets scheduled from May through September. She thanked everyone for their continued support of On Havana Street.

- CM Bergan interjected with a question directed at C. Horiuchi. She asks
 whether restaurant owners in the area are interested in opening second
 locations.
- O C. Horiuchi responded affirmatively, stating that many restaurants along Havana had multiple locations, particularly the Mexican restaurants that had been established for a long time. She shared that El Tequileño had been approached by Del Taco with an opportunity to purchase all the locations that had gone out of business. The owner was considering a fast-express drive-through concept but would not be purchasing all the locations. Nevertheless, expansion was on his agenda.
- O She acknowledged the challenges facing restaurant expansion, reiterating concerns raised earlier by R. Oliva regarding inflation, workforce staffing, and the difficulties of operating bars and restaurants under current economic conditions. She predicted additional restaurant closures, though she refrained from disclosing specifics at that time. Some closures were due to retirement, with owners looking to spend more time with their families, while others were struggling with rising costs and staff shortages. To address these concerns, she had reached out to R. Oliva and Mr. Tom to explore potential solutions, including the possibility of reselling businesses to interested buyers. She emphasized that many of these businesses remained successful but lacked successors or investment partners, making closures inevitable.
- o CM Bergan acknowledged the impact of inflation and food costs before turning the floor over to R. Oliva, who had raised his hand.
- O R. Oliva began by commending C. Horiuchi for her efforts in connecting restaurant operators to available spaces. He acknowledged that she was the primary person referring to restaurant operators to his team and assured the group that they were actively engaged in addressing the situation on Havana Street.
- o CM Bergan then recognized CM Jurinsky, who had indicated she wished to speak.
- o CM Jurinsky elaborated on the difficulties plaguing the restaurant industry. She noted that Denver had imposed a series of burdensome regulations that

were driving businesses away. For the broader restaurant industry, she cited state legislation as a significant factor in the rising number of closures. She highlighted the state's ban on styrofoam to-go containers, which had forced restaurants to switch to plastic alternatives that were four times more expensive. She pointed out the contradiction in state policies—while plastic bags in grocery stores were deemed environmentally harmful, businesses were simultaneously mandated to use plastic containers.

- O Furthermore, she criticized additional state-imposed burdens, such as mandatory paid family leave and retirement account contributions. She stressed that the restaurant industry operated on extremely thin margins, making it difficult to absorb these added expenses. Unlike other industries, restaurants were unable to offset these costs without significant financial strain. She shared that many of her employees, particularly single mothers, had little interest in these mandatory programs, as they prioritized immediate income over long-term benefits.
- O She also highlighted how Denver's minimum wage policies had exacerbated the challenges for restaurants. While other industries might have greater flexibility to adjust, the restaurant business had little room to maneuver due to tight profit margins. She asserted that these combined factors were causing the industry to suffer significantly.
- O Building on CM Jurinsky's comments, R. Oliva recounted a recent panel discussion on economic development strategies to support struggling restaurants. He shared an initiative implemented in Denver, where businesses signing leases by the end of a given month received a \$15,000 incentive to assist with opening costs. The program had successfully led to the opening of six restaurants in a short period. He acknowledged that restaurants were facing increased pressure from multiple angles, including rising food costs, labor costs, and competitive pressures from national chains offering deep discounts to maintain customer traffic. He described the industry as being at a crossroads, anticipating a shake-up in which some businesses would close while new operators would eventually take over available spaces.
- O He then touched on the issue of legacy businesses, noting that a council member had recently inquired about potential incentives to help long-standing businesses stay afloat. At present, no such incentive existed, but he expressed interest in developing a program tailored to support these businesses in their final years.
- O CM Bergan addressed R. Oliva's point, suggesting that if a business owner was retiring after decades of operation, efforts should be made to facilitate a smooth transition to a new owner rather than allowing the business to close entirely. She asked whether there were existing mechanisms to support such transitions.
- O R. Oliva explained that in most cases, retiring owners listed their businesses for sale as turnkey operations. However, his department did not typically get involved in business sales. If a prospective buyer was looking to acquire a restaurant, they would be provided with information about available properties.

- o CM Bergan acknowledged his response before calling on J. Rustad, who had raised her hand.
- O J. Rustad provided insight into a program initiated by the Small Business Development Center (SBDC) the previous year. The program focused on exit strategies for businesses looking to retire, aiming to connect them with potential buyers and develop a transition plan to keep the businesses operational.

4.c. Aurora Chamber of Commerce

• Naomi Colwell

CM Bergan turned her attention to the next agenda item, inquiring whether Naomi would be providing a report on the Chamber of Commerce.

N. Colwell responded affirmatively, indicating that her report would be brief. She greeted everyone, thanking them for their attendance, and proceeded to share updates regarding recent Chamber of Commerce activities.

She highlighted a series of ribbon-cutting events, mentioning one that involved a tenting company located near Abilene. She described the business owner's positive experience working with the Small Business Development Center (SBDC) and the planning department during his transition into Aurora. She noted that he had been so pleased with the process that he personally invited representatives from both departments to his ribbon-cutting ceremony to celebrate their contributions to his business launch.

N. Colwell emphasized the importance of including city officials, including the planning department, SBDC, and city council members, on invitation lists for future ribbon-cutting events. She encouraged attendance, particularly when the businesses were located within their respective wards, to witness firsthand the success of new ventures in the community. She noted the business owner's excitement and the Chamber's pride in sharing a positive example of Aurora's business-friendly environment, especially in contrast to the challenges frequently reported in Denver. She enthusiastically expressed her support for Aurora, commending the city's efforts in fostering a welcoming business climate.

Continuing with her report, N. Colwell provided an update on the expansion of Quick Trip gas stations. She stated that the company was in the process of opening eight locations, highlighting the significance of this growth. She also made a lighthearted reference to the Chamber's previous location near Alameda and Crystal, which had been taken over as one of the new Quick Trip stations. She informed the attendees that the second ribbon-cutting for these locations was approaching and assured them that invitations would be sent out accordingly. She remarked on the unique concept of these gas stations and expressed anticipation for how they would be received by the community.

Draft – Subject to Approval

Concluding her report, N. Colwell reminded everyone of the upcoming annual awards dinner scheduled for April 11th at the Hyatt Regency on Colfax. She described the event as an opportunity to celebrate businesses and community leaders in Aurora and extended an invitation to those in attendance, hoping they would be able to join the festivities.

4.d. Planning Commission

• Becky Hogan NO REPORT

4.e. Oil and Gas Committee

• Brad Pierce NO REPORT

4.f. Business Advisory Board

• Garrett Walls NO REPORT

4.g. Retail

Bob OlivaNO REPORT

4.h. Small Business

• Ashvina Patel NO REPORT

4.i. Visit Aurora

• Bruce Dalton NO REPORT

5. CONFIRM NEXT MEETING DATE

Scheduled for April 9, 2025, at 8:30 AM MT.

6. ADJOURNMENT

Planning and Economic Development Policy Committee Minutes	March 12, 2025
Draft – Subject to Approval	
APPROVED:	
Françoise Bergan, Committee Chair	



CITY OF AURORACouncil Agenda Item Continuation Page

Item Title: Continuation Page - Spring Supplemental Ordinance

Item Initiator: Tyler Phillips, Budget Progran Manager, Finance

Staff Source: Tyler Phillips, Budget Program Manager, Finance

Legal Source: Hanosky Hernandez, Senior Assistant City Atorney

Outside Speaker: N/A

Date of Change: 5/5/2025

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 5/19/2025

ITEM SUMMARY (Brief description of changes or updates with documents included.)

The attached ordinance was amended in its first reading. The amounts appropriated in subsection b of Section 3 of the ordinance initially reflected Sixteen Million, Seven Hundred Fifty-Eight Thousand, Three Hundred Seventy-Seven Dollars (\$16,758,377). City Council amended the appropriation by removing the Courthouse Security Expansion and Fire Alarm Replacement project from the Capital Projects Fund and as such the new amount reflected in subsection b of Section 3 of the ordinance is Eleven Million, Two Hundred Ninety-Three Thousand, Three Hundred Seventy-Seven Dollars (\$11,293,377).

2025 Spring Amendment Ordinance Appropriation Summaries by Fund

2024 Amendment Summary Attachment A

2025 Spring Amendment Ordinance Appropriation Summary by Fund and Department 2024 Amendment Summary

Fund/Department	FTE Request	Net Total Appropriation	Revenue ¹ Offset	Inc. / (Dec.) ² in Fund Bal.
General Fund Total	0.00	5,673,719	1,311,157	-4,362,562
Development Services	0.00	42,611	0	-42,611
Finance	0.00	509,100	0	-509,100
Fire	0.00	2,617,070	1,311,157	-1,305,913
Human Resources	0.00	510,000	0	-510,000
Information Technology	0.00	1,516,280	0	-1,516,280
Judicial	0.00	0	0	0
Library & Cultural Services	0.00	136,658	0	-136,658
Non-Departmental	0.00	342,000	0	-342,000
Capital Projects Fund Total	0.00	8,954,918	5,260,177	-3,694,741
Information Technology	0.00	140,000	0	-140,000
Non-Departmental	0.00	42,438	-2,224,500	-2,266,938
Planning and Business Development	0.00	7,256,521	7,256,521	0
Public Works	0.00	1,515,959	228,156	-1,287,803
Community Development Fund Total	0.00	-110,074	-110,074	0
Housing and Community Services	0.00	-110,074	-110,074	0
Cultural Services Fund Total	0.00	0	142,000	142,000
Library & Cultural Services	0.00	0	100,000	100,000
Non-Departmental	0.00	0	42,000	42,000
Designated Revenues Fund Total	0.00	644,889	2,012,813	1,367,924
Housing and Community Services	0.00	546,084	0	-546,084
Judicial	0.00	0	12,813	12,813
Non-Departmental	0.00	0	2,000,000	2,000,000
Parks, Recreation & Open Space	0.00	98,805	0	-98,805
Development Review Fund Total	0.00	2,291,751	0	-2,291,751
Development Services	0.00	2,274,788	0	-2,274,788
Public Works	0.00	16,963	0	-16,963
Enhanced E-911 Fund Total	0.00	1,178,306	0	-1,178,306
Aurora911	0.00	1,178,306	0	-1,178,306
Fleet Management Fund Total	0.00	112,806	342,000	229,194
General Management	0.00	112,806	342,000	229,194
Gifts & Grants Fund Total	0.00	72,483,316	30,863,392	-41,619,924
Aurora911	0.00	63,722	0	-63,722
Fire	0.00	669,361	517,182	-152,179
General Management	0.00	44,346	76,395	32,049
Housing and Community Services	0.00	3,734,741	3,734,741	C
Judicial	0.00	49,222	49,222	0

2025 Spring Amendment Ordinance Appropriation Summary by Fund and Department 2024 Amendment Summary

Fund/Department	FTE Request	Net Total Appropriation	Revenue ¹ Offset	Inc. / (Dec.) ² in Fund Bal.
Non-Departmental	0.00	67,921,924	26,485,852	-41,436,072
Golf Courses Fund Total	0.00	367,664	0	-367,664
Parks, Recreation & Open Space	0.00	367,664	0	-367,664
Marijuana Tax Revenue Fund Total	0.00	-253,269	0	253,269
Housing and Community Services	0.00	-253,269	0	253,269
Parking and Mobility Fund Total	0.00	15,550	12,500	-3,050
Public Works	0.00	15,550	12,500	-3,050
Recreation Fund Total	0.00	0	170,000	170,000
Non-Departmental	0.00	0	170,000	170,000
Risk Management Fund Total	0.00	1,860,213	0	-1,860,213
Finance	0.00	1,860,213	0	-1,860,213
Wastewater Fund Total	0.00	1,233,014	0	-1,233,014
Aurora Water	0.00	1,233,014	0	-1,233,014
Water Fund Total	0.00	0	0	0
Aurora Water	0.00	0	0	0
Total	0.00	94,452,803	40,003,965	-54,448,838

¹ The revenue offset includes new revenue and revenue from transfers.

² Inc./Dec in Fund Balance = New Revenue minus Net Appropriation.

2025 Spring Amendment Ordinance Appropriation Summaries by Fund

2025 Amendment Summary Attachment B

2025 Spring 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	3.00	1,329,880	0	-1,329,880
City Attorney	1.00	137,878	0	-137,878
Court Administration	0.00	909,211	0	-909,211
Finance	1.00	0	0	0
Human Resources	1.00	0	0	0
Information Technology	0.00	0	0	0
Non-Departmental	0.00	581,193	0	-581,193
Planning and Business Development	0.00	-298,402	0	298,402
Capital Projects Fund Total	0.00	16,758,377	10,194,964	-6,563,413
Court Administration	0.00	6,528,000	0	-6,528,000
Non-Departmental	0.00	6,928,164	7,336,964	408,800
Public Works	0.00	3,302,213	2,858,000	-444,213
Conservation Trust Fund Total	0.10	21,718	0	-21,718
Parks, Recreation & Open Space	0.10	21,718	0	-21,718
Cultural Services Fund Total	1.00	420,874	428,263	7,389
Library & Cultural Services	1.00	420,874	133,189	-287,685
Non-Departmental	0.00	0	295,074	295,074
Designated Revenues Fund Total	0.00	2,174,420	1,227,679	-946,741
Housing and Community Services	0.00	754,716	250,000	-504,716
Non-Departmental	0.00	1,201,179	1,201,179	0
Parks, Recreation & Open Space	0.00	342,025	0	-342,025
Public Defender	0.00	-123,500	-223,500	-100,000
Gifts & Grants Fund Total	0.00	4,920,373	4,463,586	-456,787
Library & Cultural Services	0.00	286,787	0	-286,787
Non-Departmental	0.00	4,208,586	4,208,586	0
Planning and Business Development	0.00	425,000	255,000	-170,000
Golf Courses Fund Total	0.20	33,905	0	-33,905
Parks, Recreation & Open Space	0.20	33,905	0	-33,905
Open Space Fund Total	0.20	33,905	0	-33,905
Parks, Recreation & Open Space	0.20	33,905	0	-33,905
Parks Development Fund Total	0.50	84,757	0	-84,757
Parks, Recreation & Open Space	0.50	84,757	0	-84,757
Recreation Fund Total	-2.00	-74,396	-74,396	0
Non-Departmental	0.00	0	-74,396	-74,396
Parks, Recreation & Open Space	-2.00	-74,396	0	74,396

2025 Spring 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.
Wastewater Fund Total	2.34	-2,730,160	0	2,730,160
Aurora Water	2.34	-2,730,160	0	2,730,160
Water Fund Total	0.66	-22,761,185	0	22,761,185
Aurora Water	0.66	-22,761,185	0	22,761,185
Total	6.00	212,468	16,240,096	16,027,628

¹ The revenue offset includes new revenue and revenue from transfers.

² Inc./Dec in Fund Balance = New Revenue minus Net Appropriation.

2025 Spring Amendment Ordinance Appropriation Detail by Fund

2024 Amendment Detail Attachment C

2025 Spring Amendment Ordinance 2024 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Aurora Water

2024 Technical: Reallocate Water Capital Budget

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Water Fund	0.00	0	0	0	0	0
Total Appropriation Impact	0.00	0	0	0	0	0

This supplemental will transfer appropriation in the Water Fund for capital projects from the Source of Supply (SOS) Other program to various Capital Improvement Programs (CIP). This is a net zero amendment and was included in the 2024 projection as part of the 2025 Adopted Budget.

Lapses:

Program: SOS Other

* Rampart Water Delivery System (\$45,995,000)

New Appropriations:

Program: SOS Water

* Water Rights Acquisition (\$39,575,000) Program: Operations & General Management

* Water Master Plan (\$120,000)

* Vault/Valve Rehab (\$100,000)

* Automated Meter Reading System (AMI) (\$3,400,000)

Program: Transmission & Distribution

* 2023 Waterline Replacement Grant (\$2,800,000)

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Туре
Aurora Water	Water Fund	-45,995,000	0	Lapse of Appropriation
Aurora Water	Water Fund	45,995,000	0	New Appropriation

2024: Drainage Review Contracts Expenses

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Wastewater Fund	0.00	1,233,014	0	1,233,014	0	-1,233,014
Total Appropriation Impact	0.00	1,233,014	0	1,233,014	0	-1,233,014

This supplemental will provide appropriation to cover the cost of third-party contracts for drainage review support contracts for 2024 that were not previously budgeted. These costs are one-time. For 2025, the contracted work will be performed by FTE staff added in the 2025 budget.

This supplemental was not included in the 2024 projection as part of the 2025 Adopted Budget as the specific needs and timing of these contracts were not known.

Department	Fund	Capital	Operating	Туре
Aurora Water	Wastewater Fund	0	1,233,014	New Appropriation

2025 Spring Amendment Ordinance 2024 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Aurora911

2024 Technical: Nurse Navigation Program 911 Pilot Grant

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Gifts & Grants Fund	0.00	63,722	0	63,722	0	-63,722
Total Appropriation Impact	0.00	63,722	0	63,722	0	-63,722

This supplemental will provide appropriation to cover costs incurred by Aurora911 related to the Nurse Navigation Program 911 Pilot Grant, which provides low-acuity 911 callers with the right level of care based on the caller's reported needs. The program utilizes nurses and physicians to provide call-based triage to guide callers to other types of care when they do not require emergency medical services. The grant revenue was received in prior years, with 2024 as the final year for allowable spending.

This supplemental was included in the 2024 projection as part of the 2025 Adopted Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Туре
Aurora911	Gifts & Grants Fund	0	63,722	New Appropriation

2024: Aurora911 Overtime Costs

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Enhanced E-911 Fund	0.00	1,178,306	0	1,178,306	0	-1,178,306
Total Appropriation Impact	0.00	1,178,306	0	1,178,306	0	-1,178,306

This supplemental will cover costs incurred by Aurora911 to address service demands. With the opening of a third communications channel, operational needs have increased. Call volume has also been increasing as the city continues to grow. Despite improved staffing and retention, Aurora911 staff, Police, and Fire overtime helped to cover call taking and dispatching duties as it takes roughly two years to fully cross-train new staff members. The combination of these factors led to 2024 expenditures that exceeded budget in the E-911 Fund.

This supplemental was included in the 2024 projection as part of the 2025 Adopted Budget.

Department	Fund	Capital	Operating	Туре
Aurora911	Enhanced E-911 Fund	0	1,178,306	New Appropriation

2025 Spring Amendment Ordinance 2024 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Development Services

2024 Technical: Reorganization Adjustment

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
General Fund	0.00	42,611	0	42,611	0	-42,611
Total Appropriation Impact	0.00	42,611	0	42,611	0	-42,611

This technical adjustment is required due to the reorganization's impact on the assigned department for these expenditures. The budget exists in Public Works for 2024 but expenditures were reported in Development Services due to the accounting system. The 2025 budget is in line with the new organization structure.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Туре
Development Services	General Fund	0	42,611	New Appropriation

2024: Additional Expenditures in Development Review Fund

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Development Review Fund	0.00	2,291,751	0	2,291,751	0	-2,291,751
Total Appropriation Impact	0.00	2,291,751	0	2,291,751	0	-2,291,751

This supplemental appropriation covers over-budget expenditures in the Development Review Fund due to a sustained high workload, including overhire personnel, overtime, credit card fees, leave buyouts, and contracted development review services. The need for this supplemental was included in the 2024 projection as part of the 2025 Adopted Budget. The actual overage was \$0.5 million more than the projection but because revenue outpaced expenses, there was an overall increase to the fund balance.

The budget for this effort exists in Public Works for 2024 but expenditures were reported primarily in Development Services due to how the reorganization is set up in the accounting system. The 2025 budget is in line with the new organization structure.

Department	Fund	Capital	Operating	Туре
Development Services	Development Review Fund	0	2,274,788	New Appropriation
Public Works	Development Review Fund	0	16,963	New Appropriation

2025 Spring Amendment Ordinance 2024 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Finance

2024: Additional Expenditures in the Risk Fund

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Risk Management Fund	0.00	1,860,213	0	1,860,213	0	-1,860,213
Total Appropriation Impact	0.00	1,860,213	0	1,860,213	0	-1,860,213

This one-time supplemental will provide \$1.8 million of Risk Management Fund spending authority to address over-budget spending in 2024, which was largely driven by \$7.1 million in general liability claims. Because 2024 revenues came in over-budget by more than \$1.6 million, the additional spending authority can be covered without the need for an increased General Fund transfer. Higher-than-anticipated revenues were mostly driven by high insurance recoveries, although investment income in the Risk Management Fund also contributed to the strong 2024 revenues. The need for this supplemental was included in the 2024 projection as part of the 2025 Adopted Budget.

The budget for the Risk Fund exists in Human Resources for 2024 but expenditures were reported in Finance due to how the reorganization is set up in the accounting system. The 2025 budget is in line with the new organization structure.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Туре
Finance	Risk Management Fund	0	1,860,213	New Appropriation

2024: Workday Phase II Implementation and PTO Staffing

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
General Fund	0.00	509,100	0	509,100	0	-509,100
Total Appropriation Impact	0.00	509,100	0	509,100	0	-509,100

This one-time supplemental will cover over-budget expenditures in 2024 primarily associated with an increased workload and leave payouts. The Phase II Workday Implementation and Paid Time Off (PTO) projects have caused a short-term need for more staffing hours which will carry into 2025. To meet the staffing needs, contracted services, overtime, and detail pay were used. Also included in the overage are leave payouts, primarily for retirements.

The need for this supplemental was included in the 2024 projection as part of the 2025 Adopted Budget.

Department	Fund	Capital	Operating	Туре
Finance	General Fund	0	509,100	New Appropriation

2025 Spring Amendment Ordinance 2024 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Fire

2024 Technical: Aurora Fire Rescue Grant Awards

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Gifts & Grants Fund	0.00	669,361	0	669,361	517,182	-152,179
Total Appropriation Impact	0.00	669,361	0	669,361	517,182	-152,179

This supplemental will appropriate additional funds for grant awards associated with Fire Emergency Management, Fire Emergency Medical Services, and Fire Member Services.

- * FY23 Assistance to Firefighters Grant Firefighter Physicals (\$383,400)
- * FY21 AFG Officer Training Grant (\$114,100)
- * Misc. Fed Pass-Through Grants (\$92,600)
- * Spirit of Aurora Ceremonies (\$63,400)
- * Other Misc Grants (\$15,800)

The portion of this supplemental that isn't offset by grant revenue is to spend down prior year grant funds. The need for this supplemental was included in the 2024 projection as part of the 2025 Adopted Budget; however, due to the timing and nature of grant spending, the appropriation is higher than anticipated.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Туре
Fire	Gifts & Grants Fund	0	-18,713	Lapse of Appropriation
Fire	Gifts & Grants Fund	0	688,074	New Appropriation

2024 Technical: Wildland Fire

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
General Fund	0.00	1,311,157	0	1,311,157	1,311,157	0
Total Appropriation Impact	0.00	1.311.157	0	1,311,157	1.311.157	0

This supplemental request will provide appropriation to cover personal services, overtime, and travel costs for personnel deployed to wildland fire events in Colorado and other states. These expenditures are fully offset by reimbursement revenue.

The need for this supplemental was included in the 2024 projection as part of the 2025 Adopted Budget.

Department	Fund	Capital	Operating	Туре
Fire	General Fund	0	1,311,157	New Appropriation

2025 Spring Amendment Ordinance 2024 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Fire

2024: Aurora Fire Rescue Overtime and Acting Pay

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
General Fund	0.00	1,305,913	0	1,305,913	0	-1,305,913
Total Appropriation Impact	0.00	1,305,913	0	1,305,913	0	-1,305,913

This supplemental request will provide appropriation to cover overtime and acting pay costs related to Aurora Fire Rescue's mandated staffing model. Overtime needs fluctuate throughout the year due to unexpected absences, turnover, and prolonged periods of heightened activity. An increased reliance on overtime is needed to maintain operational readiness.

The need for this supplemental was included in the 2024 projection as part of the 2025 Adopted Budget.

Department	Fund	Capital	Operating	Туре
Fire	General Fund	0	1,305,913	New Appropriation

2025 Spring Amendment Ordinance 2024 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

General Management

2024 Technical: Additional Appropriation for Global Fest Expenditures

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Gifts & Grants Fund	0.00	44,346	0	44,346	76,395	32,049
Total Appropriation Impact	0.00	44.346	0	44.346	76.395	32.049

This technical supplemental will provide additional appropriation to cover 2024 Global Fest expenditures in excess of the annual baseline budget of \$10,000. Total city expenditures in this fund for the event were \$53,500, while funding raised through sponsorships plus interest totaled \$76,400. The unspent funds will remain in the Global Fest account to be used for future events. The need for this supplemental was included in the 2024 projection as part of the 2025 Adopted Budget.

This request also includes small amounts for the Youth Natural Leaders and We Are Aurora grants that are now closed. These efforts had small fund balances from interest earned in 2023 that were spent down in 2024. The need for this appropriation was not projected.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Туре
General Management	Gifts & Grants Fund	0	44,346	New Appropriation

2024: Fleet Management Fund Balance and Expense

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Fleet Management Fund	0.00	112,806	0	112,806	342,000	229,194
General Fund	0.00	342,000	0	342,000	0	-342,000
Total Appropriation Impact	0.00	454,806	0	454,806	342,000	-112,806

This supplemental will appropriate a transfer to the Fleet Management Fund from the General Fund. Due to sustained inflationary pressures in 2024, the expenditures in the Fleet Management Fund outpaced the revenue coming in. This transfer will help to maintain an appropriate fund balance in this fund.

In addition, this supplemental also contains appropriation to cover Fleet Fund expenditures exceeding the 2024 budget. This additional appropriation was included in the 2024 projection as part of the 2025 Adopted Budget, though the amount is lower than expected.

The budget for this effort exists in Public Works for 2024 but expenditures were reported in General Management due to how the reorganization is set up in the accounting system. The 2025 budget is in line with the new organization structure.

Department	Fund	Capital	Operating	Туре
Non-Departmental	General Fund	0	342,000	Operating Transfer Out
General Management	Fleet Management Fund	0	112,806	New Appropriation

2025 Spring Amendment Ordinance 2024 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Housing and Community Services

2024 Technical: Adjust 2024 Budget for the Homelessness Program

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Marijuana Tax Revenue Fund	0.00	-253,269	0	-253,269	0	253,269
Total Appropriation Impact	0.00	-253,269	0	-253,269	0	253,269

This technical lapse for the Homelessness Program will decrease the continuing appropriation so the program budget matches the decrease in 2024 program income. The 2024 budget included appropriation for total income of \$2.5 million while actual program income was \$2.2 million. A decline was anticipated in the 2024 projection as part of the 2025 Adopted Budget; however, a further decline over the second half of the year has increased the required lapse.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Туре
Housing and Community Services	Marijuana Tax Revenue Fund	0	-253,269	Lapse of Appropriation

2024 Technical: Appropriate Broncos Funds to City Council Designated Youth Programs

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Designated Revenues Fund	0.00	546,084	0	546,084	0	-546,084
Total Appropriation Impact	0.00	546,084	0	546,084	0	-546,084

This technical one-time adjustment will appropriate \$546,100 for 2024 expenditures associated with two of the Housing and Community Services Broncos Funding projects: The Colorado Soccer Foundation and Chance Sports.

These projects were approved during the City Council meeting on September 11, 2023. Revenue was received in 2023 from the Metro Football Stadium District and this supplemental will appropriate a portion of the \$3.8 million in one-time money that Aurora received when the sale of the Denver Broncos took place.

The need for this supplemental was included in the 2024 projection as part of the 2025 Adopted Budget.

Department	Fund	Capital	Operating	Туре
Housing and Community Services	Designated Revenues Fund	0	546,084	New Appropriation

2025 Spring Amendment Ordinance 2024 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Housing and Community Services

2024 Technical: Community Development Fund Adjustments

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Community Development Fund	0.00	-110,074	0	-110,074	-110,074	0
Total Appropriation Impact	0.00	-110,074	0	-110,074	-110,074	0

This technical one-time supplemental will balance appropriations for the Community Development Fund to account for the following:

- * Increase the appropriation of the Community Development Block Grant (CDBG) program income by \$18,997 to match final collections
- * Decrease the appropriation of the HOME Investment Partnership Grant (HOME) program income by \$13,814 to match final collections
- * Increase the appropriation of the Neighborhood Stabilization Program Grant (NSP) program income by \$5,741 to match final collections

The need for these adjustments for final program income collections was noted in the 2025 Adopted Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Туре
Housing and Community Services	Community Development Fund	0	-1,134,814	Lapse of Appropriation
Housing and Community Services	Community Development Fund	0	1,024,740	New Appropriation

2024 Technical: HOME Grant Funds Allocated to Navigation Campus

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Gifts & Grants Fund	0.00	3,734,741	0	3,734,741	3,734,741	0
Total Appropriation Impact	0.00	3,734,741	0	3,734,741	3,734,741	0

This technical one-time adjustment will appropriate \$3.7 million of existing HOME grant funds designated for the construction and renovation of the Homeless Navigation Campus.

The need for this supplemental was identified and included in the 2024 projection as part of the 2025 Adopted Budget.

Department	Fund	Capital	Operating	Туре
Housing and Community Services	Gifts & Grants Fund	0	3,734,741	New Appropriation

^{*} Include a net zero technical accounting adjustment moving \$1.0 million from HOME to CDBG

2025 Spring Amendment Ordinance 2024 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Human Resources

2024: Public Safety Support and HR Administration

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
General Fund	0.00	510,000	0	510,000	0	-510,000
Total Appropriation Impact	0.00	510,000	0	510,000	0	-510,000

This one-time supplemental will cover costs incurred in excess of the 2024 budget by Human Resources (HR) to address a combination of unfunded initiatives and underfunded staffing needs. Unfunded initiatives included the employee engagement survey as well as the employee appreciation event at the Denver Zoo. Public Safety Support is an underfunded program as it works to meet the requirements of the Consent Decree, which led to the hiring of more variable-hour employees and contractors.

The need for this supplemental was included in the 2024 projection as part of the 2025 Adopted Budget.

Department	Fund	Capital	Operating	Туре
Human Resources	General Fund	0	510,000	New Appropriation

2025 Spring Amendment Ordinance 2024 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Information Technology

2024: Contracted Services for Major Citywide System Upgrades

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
General Fund	0.00	1,516,280	0	1,516,280	0	-1,516,280
Total Appropriation Impact	0.00	1,516,280	0	1,516,280	0	-1,516,280

This supplemental covers expenditures in excess of the 2024 budget stemming from the use of contracted services and hosted subscriptions for technology to meet the demands of the Information Technology (IT) department's requirements. The majority of these contracted services were used in the upgrade and implementation of major citywide systems as the portfolio modernization continues. These efforts included Amanda (city workflow management tool), Workday (city human capital management and financial system), ServiceNow (city IT ticketing and request system), and FAST (city tax and licensing system). Hosted subscriptions also accounted for a significant portion of the remaining budget overage. New and expanded services for information security were the major contributor to the increase in hosted subscriptions.

The need for this supplemental was included in the 2024 projection as part of the 2025 Adopted Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Туре
Information Technology	General Fund	0	1,516,280	New Appropriation

2024: Paid Time Off Implementation Changes in Workday

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	140,000	140,000	0	-140,000
Total Appropriation Impact	0.00	0	140,000	140,000	0	-140,000

In late 2024, the city approved transitioning career service employee benefits from vacation and sick leave to paid time off (PTO) and created the Employee and Family Care Leave (EFCL) program. Managed through Workday, the city's human capital and financial management platform, these changes required significant system redesign and additional outsourced technical support. Since the decision was made outside the annual budget process, it was not included in the 2024 projection for the 2025 Adopted Budget. This supplemental funding request covers the technical services needed to implement the program.

Department	Fund	Capital	Operating	Туре
Information Technology	Capital Projects Fund	140,000	0	New Appropriation

2025 Spring Amendment Ordinance 2024 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Judicial

2024 Technical: DOLA First Appearance Grant and HEART Court

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Designated Revenues Fund	0.00	0	0	0	12,813	12,813
General Fund	0.00	0	0	0	0	0
Gifts & Grants Fund	0.00	49,222	0	49,222	49,222	0
Total Appropriation Impact	0.00	49,222	0	49,222	62,035	12,813

This technical supplemental provides appropriation in 2024 for two technical adjustments in the Judicial Department.

Department	Fund	Capital	Operating	Туре
Judicial	General Fund	0	-12,813	Lapse of Appropriation
Judicial	General Fund	0	12,813	Operating Transfer Out
Judicial	Gifts & Grants Fund	0	49,222	New Appropriation

^{1.} To cover actual transactions eligible under the DOLA First Appearance Grant. This appropriation is completely offset by additional grant revenue. This grant allows the city to seek reimbursement for providing no-cost legal representation to in-custody defendants for first appearances, an added expense caused by the State legislation (HB16-1309). The need for this supplemental was not included in the 2024 projection as part of the 2025 Adopted Budget as the amount is difficult to project.

^{2.} To provide authority to transfer funds from the General Fund (HEART Court) to the Designated Revenues Fund (Special Courts Program) for a share of the annual pay for the Special Courts Coordinator assigned to the HEART Court. This transfer was projected in 2024 and an ongoing transfer was set up for this purpose in the 2025 Adopted Budget.

2025 Spring Amendment Ordinance 2024 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Library & Cultural Services

2024: Library Operations Budget Adjustment

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
General Fund	0.00	136,658	0	136,658	0	-136,658
Total Appropriation Impact	0.00	136,658	0	136,658	0	-136,658

This supplemental appropriation covers higher-than-budgeted expenses for Aurora Public Libraries, including increased software subscription costs and operating supplies. These essential items ensure the continued operation of the city's seven library locations.

The need for this supplemental was not included in the 2024 projection as part of the 2025 Adopted Budget because the expenses were not anticipated at the time the budget was developed.

Department	Fund	Capital	Operating	Туре
Library & Cultural Services	General Fund	0	136,658	New Appropriation

2025 Spring Amendment Ordinance 2024 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Non-Departmental

2024 Technical: American Rescue Plan Act Pass-through Grant Funds

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.	
Gifts & Grants Fund	0.00 2	26,485,852	0	26,485,852	26,485,852	0	
Total Appropriation Impact	0.00 2	6,485,852	0	26,485,852	26,485,852	0	

This technical one-time adjustment will appropriate grant funds, received as part of an agreement between the City of Aurora, the Colorado Department of Local Affairs (DOLA), and Douglas, Adams, and Arapahoe Counties. These American Rescue Plan Act (ARPA) pass-through grant funds offset some of the 2024 expenses associated with the purchase of the former Crowne Plaza Hotel, which will house the city's future Homeless Navigation Campus. The following is a breakdown of the contributions:

The need for this supplemental was included in the 2024 projection as part of the 2025 Adopted Budget.

Department	Fund	Capital	Operating	Туре
Non-Departmental	Gifts & Grants Fund	0	26,485,852	New Appropriation

^{*} DOLA - \$15,360,900

^{*} Arapahoe County - \$5,000,000

^{*} Adams County - \$5,000,000

^{*} Douglas County - \$1,125,000

2025 Spring Amendment Ordinance 2024 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Non-Departmental

2024 Technical: Moving Transfer Budget for Various Purposes

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	0	0	-2,224,500	-2,224,500
Cultural Services Fund	0.00	0	0	0	42,000	42,000
Designated Revenues Fund	0.00	0	0	0	2,000,000	2,000,000
General Fund	0.00	0	0	0	0	0
Parking and Mobility Fund	0.00	0	0	0	12,500	12,500
Recreation Fund	0.00	0	0	0	170,000	170,000
Total Appropriation Impact	0.00	0	0	0	0	0

This net-zero technical supplemental will reappropriate surplus General Fund budget that was previously appropriated as a transfer to the Capital Projects Fund (CPF). Due to the collection of less capital-related revenue than projected, there was a smaller actual transfer to the CPF, leaving budgeted funds available to reallocate as a transfer to other funds.

All of these items were included in the 2024 projection as part of the 2025 Adopted Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Туре
Non-Departmental	General Fund	0	0	Operating Transfer Out

2024 Technical: Transfer Doug Co ARPA Navigation Campus Funds for AIPP to the Cultural Services Fund

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Cultural Services Fund	0.00	0	0	0	100,000	100,000
Gifts & Grants Fund	0.00	0	0	0	0	0
Total Appropriation Impact	0.00	0	0	0	100,000	100,000

Per city ordinance, one percent of funds used for certain construction and remodeling projects with budgets over \$100,000 are dedicated to funding Art in Public Places (AIPP). This technical supplemental will allow for a transfer of funds committed to the AIPP program in the Cultural Services Fund from the Gifts and Grants Fund for the Douglas County ARPA Navigation Campus Funds.

Department	Fund	Capital	Operating	Туре
Non-Departmental	Gifts & Grants Fund	0	-100,000	Lapse of Appropriation
Non-Departmental	Gifts & Grants Fund	0	100,000	Operating Transfer Out

^{* \$2.0} million is being moved to the Designated Revenue Fund to cover incentive payments

^{* \$42,000} is being moved to the Cultural Services Fund for compensation adjustments

^{* \$12,500} is being moved to the Parking and Mobility Fund for fund balancing

^{* \$170,000} is being moved to the Recreation Fund for the City Council approved one-time funding of the Mobility Services for the Aurora Center for Active Adults (ACAA) project

2025 Spring Amendment Ordinance 2024 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Non-Departmental

2024: American Rescue Plan Act Spending

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Gifts & Grants Fund	0.00 2	23,831,263	17,604,809	41,436,072	0	-41,436,072
Total Appropriation Impact	0.00 2	3,831,263	17,604,809	41,436,072	0	-41,436,072

In 2021 the City of Aurora received \$65.4 million in American Rescue Plan Act (ARPA) funds. This supplemental covers 2024 ARPA spending for various projects including park renovations, fire station improvements, the homeless navigation campus, safe outdoor spaces, and housing gap financing. With this supplemental, the ARPA funds are fully expended or encumbered in compliance with federal government deadlines.

The need for this supplemental was included in the 2024 projection as part of the 2025 Adopted Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund Fund		Operating	Туре
Non-Departmental	Gifts & Grants Fund	17,604,809	23,831,263	New Appropriation

2024: Highway 30 Landfill Remediation Additional Budget

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	42,438	42,438	0	-42,438
Total Appropriation Impact	0.00	0	42,438	42,438	0	-42,438

The city is under orders from the Colorado Department of Public Health and Environment (CDPHE) to investigate and remediate the closed Highway 30 Landfill. For several years through 2023, roughly \$250,000 per year was spent on investigation and monitoring work through the lead contractor, Quantum Water and Environment. In 2024, the investigation phase ended, and the city was required to submit an Assessment of Corrective Measures Report (ACMR) to CDPHE. Additional funds of approximately \$250,000 were needed for the creation of this report. This was \$42,400 more than projected, thus the reason for the supplemental. This additional amount was not projected in the 2025 Adopted Budget.

Department	Fund	Capital	Operating	Туре
Non-Departmental	Capital Projects Fund	42,438	0	New Appropriation

2025 Spring Amendment Ordinance 2024 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Parks, Recreation & Open Space

2024 Technical: Appropriate Broncos Funds to City Council Designated Programs

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Designated Revenues Fund	0.00	98,805	0	98,805	0	-98,805
Total Appropriation Impact	0.00	98,805	0	98,805	0	-98,805

This technical one-time adjustment will appropriate \$98,800 for 2024 expenditures associated with two Parks, Recreation and Open Space (PROS) Broncos Funding projects - a refresh of citywide special event summer programming with a focus on pre-teens and teenagers, as well as a partnership program to give Aurora teenagers free recreation center passes.

These projects were approved during the City Council meeting on September 11, 2023. Revenue was received in 2023 from the Metro Football Stadium District and this supplemental will appropriate a portion of the \$3.8 million in one-time money that Aurora received when the sale of the Denver Broncos took place.

The need for this supplemental was included in the 2024 projection as part of the 2025 Adopted Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Туре
Parks, Recreation & Open Space	Designated Revenues Fund	0	98,805	New Appropriation

2024: Golf Pro Shop Merchandise, Water Expenses and Employee Retirement Buyouts

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Golf Courses Fund	0.00	367,664	0	367,664	0	-367,664
Total Appropriation Impact	0.00	367,664	0	367,664	0	-367,664

This supplemental will address the 2024 merchandise over-budget spending, as well as unanticipated increases in water expenses and personal services due to employee retirement buyouts. The additional spending authority is fully offset by higher golf-related revenue in 2024.

The Golf Division must use accrued credits annually rather than carrying them forward, leading to increased merchandise purchases in November and December. While a supplemental was anticipated in the 2025 Adopted Budget, the actual overage exceeded projections by \$133,500.

Department	Fund	Capital	Operating	Туре
Parks, Recreation & Open Space	Golf Courses Fund	0	367,664	New Appropriation

2025 Spring Amendment Ordinance 2024 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Planning and Business Development

2024 Technical: 1400 Dallas Street Improvement and Multimodal Transportation Master Plan

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	6,521	6,521	6,521	0
Total Appropriation Impact	0.00	0	6,521	6,521	6,521	0

This one-time technical adjustment will appropriate funds for the budget overage for improvements at 1400 Dallas Street, funded by the Aurora Urban Renewal Authority (AURA) in 2024. The project exceeded its budget due to unforeseen costs, including asbestos removal and other additional expenses.

The need for this supplemental was not included in the 2024 projection as part of the 2025 Adopted Budget due to the timing of the expenditures.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Туре
Planning and Business Development	Capital Projects Fund	6,521	0	New Appropriation

2024 Technical: More Housing Now 13th Avenue Transit Development

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	4,900,000	4,900,000	4,900,000	0
Total Appropriation Impact	0.00	0	4,900,000	4,900,000	4,900,000	0

This technical one-time adjustment will appropriate funding from the Department of Local Affairs (DOLA) through the Energy and Mineral Impact Assistance Fund (EIAF) Grant program for the Tollgate Creek Bridge, which qualifies as a More Housing Now (MHN) development project. This project consists of the construction of a bridge between 13th Ave and Dillon Way in Aurora. The goal of the EIAF is to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels. The MHN Initiative grants require a local government to develop and adopt at least one qualifying land use strategy that makes it easier to develop affordable and attainable housing in the community.

This grant award is effective from October 14, 2024 through October 31, 2026. The match requirement will be more than met with additional funds of \$2.9 million provided by the Aurora Urban Renewal Authority. Due to the timing of the award, this was not projected for 2024 in the 2025 Adopted Budget.

Department	Fund	Capital	Operating	Туре
Planning and Business Development	Capital Projects Fund	4,900,000	0	New Appropriation

2025 Spring Amendment Ordinance 2024 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Planning and Business Development

2024 Technical: Strong Communities Infrastructure Grant - 13th Avenue Light Rail

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	2,350,000	2,350,000	2,350,000	0
Total Appropriation Impact	0.00	0	2.350.000	2.350.000	2.350.000	0

This supplemental will appropriate funding from the Department of Local Affairs through the Infrastructure and Strong Communities Grant Program for an extension of Dillon Way and Toll Gate Creek bridge to provide essential secondary access for a transit-oriented housing development located adjacent to the 13th Avenue Station in Aurora. Funds are granted to local governments to enable their investment in infill infrastructure projects that support affordable housing. This will support approximately four hundred and twenty affordable apartments.

This grant award is effective from September 2024 through September 2026. Additional funds of \$350,000 were provided by the Aurora Urban Renewal Authority to satisfy the match requirement. Due to the timing of the award, this was not projected for 2024 in the 2025 Adopted Budget.

Department	Fund	Capital	Operating	Туре
Planning and Business Development	Capital Projects Fund	2,350,000	0	New Appropriation

2025 Spring Amendment Ordinance 2024 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Public Works

2024 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	11,650	11,650	11,650	0
Total Appropriation Impact	0.00	0	11,650	11,650	11,650	0

This one-time supplemental appropriates \$11,650 in insurance recovery monies received in 2024 for guard rail damage at Buckley and Dartmouth. This revenue had not yet been received at the time of the preparation of the 2024 projection and is not reflected in the 2025 Adopted Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Туре
Public Works	Capital Projects Fund	11,650	0	New Appropriation

2024 Technical: Lapse Completed Projects

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	-348,911	-348,911	0	348,911
Total Appropriation Impact	0.00	0	-348,911	-348,911	0	348,911

This technical supplemental will lapse the remaining budget on the following completed grant projects:

Due to the timing of these activities, this technical supplemental was not included in the 2024 projection as part of the 2025 Adopted Budget.

Department	Fund	Capital	Operating	Туре
Public Works	Capital Projects Fund	-374,165	0	Lapse of Appropriation
Public Works	Capital Projects Fund	25,254	0	New Appropriation

^{*} Havana Transit Improvements (\$110,000)

^{*} CCTV Intersection Cameras (\$115,900)

^{*} Chambers Over Sand Creek Bridge (\$132,500). The unused overmatch (\$26,400) will be transferred back to its source in the Bridge Repair Program.

^{* 25}th Avenue Pedestrian Improvements (\$15,800)

2025 Spring Amendment Ordinance 2024 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Public Works

2024 Technical: Tower Metropolitan District Project

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	411,220	411,220	216,506	-194,714
Total Appropriation Impact	0.00	0	411,220	411,220	216,506	-194,714

This technical one-time 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 dated October 23, 2024. These funds were received in 2023 and 2024; the revenue offset reflects only the monies received in 2024. The timing of this transfer was not known during the preparation of the 2024 projection and was not included in the 2025 Adopted Budget.

Total Appropriation Impact (Does not include offset impact)

Department	Fund Capital		Operating	Туре
Public Works	Capital Projects Fund	411,220	0	New Appropriation

2024: Appropriate Capital Impact Fees for Fire Station 9

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 one-time supplemental will appropriate Capital Impact Fees for the Fire Station 9 replacement project. At the 2024 Winter Workshop, Council approved using \$350,000 in Capital Impact Fees for this project which is underway with anticipated completion in the first quarter of 2026

Due to the timing, this projection was not included in the 2024 projection and is not reflected in the 2025 Adopted Budget.

Department	Fund	Capital	Operating	Туре
Public Works	Capital Projects Fund	350,000	0	New Appropriation

2025 Spring Amendment Ordinance 2024 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Public Works

2024: Appropriate Funding for Capital Planning Services

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	835,000	835,000	0	-835,000
Total Appropriation Impact	0.00	0	835,000	835,000	0	-835,000

This one-time supplemental will provide appropriation to support a contract extension to work with city staff from multiple departments to enhance capital project controls and develop reporting and processes to effectively and efficiently manage the delivery of capital projects.

This contract supports the Build Up Aurora Infrastructure Task Force, established by City Council in 2024, in creating, evaluating, and developing a 10-year strategic plan for infrastructure investment. The goal is to develop a sound, multi-year capital planning and investment strategy for the city.

Due to the timing of this contract, the need for this supplemental was not included in the 2024 projection as part of the 2025 Adopted Budget. The resolution for the Infrastructure Task Force was approved at the August 12, 2024 Regular City Council Meeting.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Туре
Public Works	Capital Projects Fund	835,000	0	New Appropriation

2024: Parking and Mobility Fund Professional Services

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Parking and Mobility Fund	0.00	15,550	0	15,550	0	-15,550
Total Appropriation Impact	0.00	15,550	0	15,550	0	-15,550

This supplemental appropriates funding to cover expenses related to the unanticipated requirement for security services at the Iliff Garage for the last half of the year. This supplemental was included in the 2024 projection as part of the 2025 Adopted Budget.

Department	Fund	Capital	Operating	Туре
Public Works	Parking and Mobility Fund	0	15,550	New Appropriation

2025 Spring Amendment Ordinance 2024 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Public Works

2024: Police Firing Range Administration Building

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	257,000	257,000	0	-257,000
Total Appropriation Impact	0.00	0	257,000	257,000	0	-257,000

This one-time supplemental appropriates \$257,000 in additional funding due to site requirements for the Police Firing Range Administration Building project. The new administration building was completed February 2025.

The need for this supplemental was not included in the 2024 projection as part of the 2025 Adopted Budget as it was unknown at the time.

Department	Fund	Capital	Operating	Туре
Public Works	Capital Projects Fund	257,000	0	New Appropriation

2025 Spring Amendment Ordinance Appropriation Detail by Fund

2025 Amendment Detail Attachment D

2025 Spring Amendment Ordinance 2025 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Aurora Water

2025 Technical: Reallocate Funds for Aurora Water Department Reorganization

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Wastewater Fund	1.14	12,044	0	12,044	0	-12,044
Water Fund	-1.14	-12,044	0	-12,044	0	12,044
Total Appropriation Impact	0.00	0	0	0	0	0

This is a technical adjustment to reallocate FTE between the Water and Wastewater Funds due to a re-organization within Aurora Water.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Туре
Aurora Water	Wastewater Fund	0	-573,310	Lapse of Appropriation
Aurora Water	Water Fund	0	-958,676	Lapse of Appropriation
Aurora Water	Wastewater Fund	0	585,354	New Appropriation
Aurora Water	Water Fund	0	946,632	New Appropriation

2025: Add 1.0 FTE Security Analyst Senior

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Wastewater Fund	0.40	60,806	0	60,806	0	-60,806
Water Fund	0.60	92,537	0	92,537	0	-92,537
Total Appropriation Impact	1.00	153,343	0	153,343	0	-153,343

This supplemental adds ongoing appropriation of \$151,300 for a 1.0 FTE Senior Security Analyst to enhance Aurora Water's cybersecurity in both Information Technology (IT) and Operation Technology (OT) environments. OT is the technology backbone for water purification facilities and water/waste distribution systems. Utilities nationwide face increasing cyberattacks on both IT and OT systems, alongside growing regulatory requirements. These attacks can disrupt operations, compromise service delivery—including fire suppression capabilities—and pose public health risks by affecting water quality. Similarly, attacks on IT vulnerabilities, particularly Customer Information Systems (CIS) essential for billing and customer interactions, are on the rise. Such attacks can create significant fiduciary liability for failing to protect customer privacy and financial data.

Aurora Water and IT reviewed staffing in 2024 and determined that three dedicated cybersecurity positions are needed to enhance IT and OT security. This Senior Security Analyst will focus on strengthening cybersecurity, conducting risk assessments, and ensuring regulatory compliance. This role will work closely with the city's Chief Information Security Officer (CISO) and be the only utility staff member fully dedicated to cybersecurity.

This request was reviewed by City Council at the Executive Session on March 24th, 2025.

Department	Fund	Capital	Operating	Туре
Aurora Water	Wastewater Fund	0	60,806	New Appropriation
Aurora Water	Water Fund	0	92,537	New Appropriation

2025 Spring Amendment Ordinance 2025 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Aurora Water

2025: Add 2.0 FTE Network Engineers

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Wastewater Fund	0.80	118,974	0	118,974	0	-118,974
Water Fund	1.20	178,458	0	178,458	0	-178,458
Total Appropriation Impact	2.00	297,432	0	297,432	0	-297,432

This supplemental provides \$293,400 in ongoing funding for 2.0 FTE Network Engineers to strengthen the resiliency of Aurora Water's IT and Operation Technology (OT) networks. OT is the technology backbone for water purification facilities and water/waste distribution systems. Aurora Water's IT and OT networks are growing more complex to meet additional operational and business requirements. OT networks must maintain nearly 100% uptime as unplanned outages can cause substantial operation disruptions. IT networks must be reliable during business hours to allow staff to carry out most job functions. The demands on both networks have outpaced the capacity of the city's IT department and the Aurora Water OT division. Aurora Water and City IT reviewed staffing in 2024 and determined that three dedicated cybersecurity positions are needed to enhance IT and OT security.

One Network Engineer will focus on OT systems, bringing critical expertise to manage the increasing complexity of Aurora Water's infrastructure and supporting the Business Operations Security Analyst in securing the OT environment. The second Network Engineer will enhance IT network reliability, ensuring the service levels necessary for efficient operations.

This request was reviewed by City Council at the Executive Session on March 24th, 2025.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Туре
Aurora Water	Wastewater Fund	0	118,974	New Appropriation
Aurora Water	Water Fund	0	178,458	New Appropriation

2025: Lapse Budget from Debt Service

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Wastewater Fund	0.00 -	-2,921,984	0	-2,921,984	0	2,921,984
Water Fund	0.00 -2	3,020,136	0	-23,020,136	0	23,020,136
Total Appropriation Impact	0.00 -2	5,942,120	0	-25,942,120	0	25,942,120

Due to project construction timing adjustments in 2024, the planned debt service projection decreased significantly. This caused debt service principal and interest assumptions in future years to decrease as well. This supplemental lapses the 2025 budget for these decreases.

Department	Fund	Capital	Operating	Туре
Aurora Water	Wastewater Fund	0	-2,921,984	Lapse of Appropriation
Aurora Water	Water Fund	0	-23,020,136	Lapse of Appropriation

2025 Spring Amendment Ordinance 2025 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

City Attorney

2025: Add 1.0 FTE Assistant City Attorney - Civil Division

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
General Fund	1.00	137,878	0	137,878	0	-137,878
Total Appropriation Impact	1.00	137,878	0	137,878	0	-137,878

This supplemental will add ongoing appropriation for 1.0 FTE Assistant City Attorney in the Civil Division. The City Attorney is requesting this FTE in furtherance of his plan to build out the litigation section, making it more independent and less reliant on outside counsel, primarily in the Risk Fund.

Department	Fund	Capital	Operating	Туре
City Attorney	General Fund	0	137,878	New Appropriation

2025 Spring Amendment Ordinance 2025 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Court Administration

2025 Technical: Transfer 2024 Budget Savings to CPF for Courthouse Improvements

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	0	0	408,800	408,800
General Fund	0.00	408,800	0	408,800	0	-408,800
Total Appropriation Impact	0.00	408,800	0	408,800	408,800	0

This one-time technical supplemental will transfer \$408,800 in 2024 Court Administration budget savings to the Capital Projects Fund (CPF) to provide additional funding for future courthouse improvements. The savings were generated by the change in direction for the case management system replacement that was budgeted for one-time costs in 2024.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Туре
Court Administration	General Fund	0	408,800	Operating Transfer Out

2025: 1 - Courtroom Project Design and Engineering

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	787,000	787,000	0	-787,000
Total Appropriation Impact	0.00	0	787,000	787,000	0	-787,000

This supplemental request will provide appropriation for the design and engineering costs for the courthouse jury assembly room renovations, ADA restroom compliance updates, and security updates expansion project. In the 2024 Spring Supplemental Process, 2023 budget savings of \$1.3 million in Court Administration was transferred to the CPF and earmarked for this and other courtroom projects.

Department	Fund	Capital	Operating	Туре
Court Administration	Capital Projects Fund	787,000	0	New Appropriation

2025 Spring Amendment Ordinance 2025 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Court Administration

2025: 2 - Jury Assembly Room Renovation

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	276,000	276,000	0	-276,000
Total Appropriation Impact	0.00	0	276,000	276,000	0	-276,000

This supplemental request will provide appropriation for the jury assembly room renovations and ADA restroom compliance project. This statement of work will provide a cased opening between the jury assembly room and breakroom, limited remodel of coffee area, the addition of a water filling station, expansion of two single user restrooms to be ADA compliant, and security camera upgrades.

In the 2024 Spring Supplemental Process, 2023 budget savings of \$1.3 million in Court Administration was transferred to the Capital Projects Fund and earmarked for this and other courtroom projects.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Туре
Court Administration	Capital Projects Fund	276,000	0	New Appropriation

2025: 3 - Courthouse Security Expansion and Fire Alarm Replacement

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	5,465,000	5,465,000	0	-5,465,000
Total Appropriation Impact	0.00	0	5,465,000	5,465,000	0	-5,465,000

This supplemental request will provide appropriation for the courthouse security expansion and fire alarm replacement project. This includes the remodel of the existing entry lobby of the courts building to provide expanded security/screening capabilities and new construction for an 800 square foot addition to provide a dedicated queuing area for visitors. Additional scope includes a new interior storefront with ballistic film, a new security screening area with upgraded equipment, ballistic partitions, specialized furniture systems, conduit for new cameras and decorative bollards at the building exterior. The fire alarm scope assumes three new fire alarm control panels and the relocation of the courts panel. Some infrastructure upgrades will be required.

In the 2024 Spring Supplemental Process, 2023 budget savings of \$1.3 million in Court Administration was transferred to the Capital Projects Fund (CPF) and earmarked for this and other courtroom projects. This current supplemental process includes a request to transfer an additional \$408,800 in savings from 2024 to the CPF to add to the earmarked funds. With this, a total of \$1.7 million will have been provided for courthouse projects from past budget savings. If the ADA Restroom updates and the Engineering and design costs are approved, the remaining earmarked funds will be \$660,600 to put towards this project.

Department	Fund	Capital	Operating	Туре
Court Administration	Capital Projects Fund	5,465,000	0	New Appropriation

2025 Spring Amendment Ordinance 2025 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Court Administration

2025: Appropriation to Address Marshals and Detention Center One-Time Needs

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
General Fund	0.00	112,000	0	112,000	0	-112,000
Total Appropriation Impact	0.00	112,000	0	112,000	0	-112,000

This one-time supplemental request will appropriate \$112,000 to address the needs of the Marshal and Detention operations identified over the last part of 2024 and the beginning of 2025.

In coordination with Division Managers, the Court Administrator has identified several needs that generally fall within the following categories:

- 1. Ammunition for the marshals (\$25,000) to ensure the safety and security of the court and general public.
- 2. Safety equipment (\$30,000) for newly trained Special Operations and Response Team (SORT) officers.
- 3. Ladders (\$15,000) for the top bunks in the newly opened housing section of the detention center in both the male and female dorms.
- 4. Radio replacements (\$42,000) for the marshal team.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Туре
Court Administration	General Fund	0	112,000	New Appropriation

2025: New Marshal and Detention Step Program

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
General Fund	0.00	388,411	0	388,411	0	-388,411
Total Appropriation Impact	0.00	388,411	0	388,411	0	-388,411

This ongoing supplemental request will add appropriation in 2025 to cover Court Administration's additional financial obligation as a result of the change in the compensation structure for the Marshal and Detention divisions. The new step program establishes a structured pay progression that was reviewed and supported by members of the Public Safety Committee on November 14, 2024.

Department	Fund	Capital	Operating	Туре
Court Administration	General Fund	0	388,411	New Appropriation

2025 Spring Amendment Ordinance 2025 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Finance

2025: Add 1.0 FTE Payroll Supervisor and One-Time Contracted Services

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
General Fund	1.00	0	0	0	0	0
Total Appropriation Impact	1.00	0	0	0	0	0

This supplemental provides ongoing appropriation for 1.0 FTE Payroll Supervisor and a one-time appropriation for contracted services. Both costs are fully offset by ongoing savings from a revised approach to budgeting and paying Short-Term Disability benefits, implemented under the new Paid Time Off (PTO) plan.

The need for an additional Payroll Supervisor is not a new need. The Workday conversion and now the PTO change has raised this to a top priority. The contracted staff will be dedicated to Workday Phase II report writing and other Workday-related needs that may arise as a result of go-live this summer. This request was reviewed by the Management & Finance Committee on March 6, 2025.

Department	Fund	Capital Operating		Туре
Finance	General Fund	0	-368,706	Lapse of Appropriation
Finance	General Fund	0	368,706	New Appropriation

2025 Spring Amendment Ordinance 2025 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Housing and Community Services

2025 Technical: Appropriate Broncos Funds to City Council Designated Youth Empowerment Center

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Designated Revenues Fund	0.00	0	504,716	504,716	0	-504,716
Total Appropriation Impact	0.00	0	504,716	504,716	0	-504,716

This one-time technical supplemental will appropriate \$504,700 of Broncos funding designated by City Council for the development of a Youth Empowerment Center.

This project was approved during the City Council meeting on September 11, 2023. Revenue was received in 2023 from the Metro Football Stadium District and this supplemental will appropriate a portion of the \$3.8 million in one-time money that Aurora received when the sale of the Denver Broncos took place.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Туре
Housing and Community Services	Designated Revenues Fund	504,716	0	New Appropriation

2025 Technical: Appropriate Funds for Project Waterfall

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Designated Revenues Fund	0.00	250,000	0	250,000	250,000	0
Total Appropriation Impact	0.00	250,000	0	250,000	250,000	0

This technical supplemental will add an ongoing appropriation of \$250,000 per year for the agreement with Project Waterfall (Kairus Inc) dated July 23, 2024. Through this agreement, Project Waterfall will provide Housing & Community Services (HCS) with \$250,000 annually for 8 years. These funds will be used to provide housing and assist with providing services through the HCS Homelessness Initiative.

Department	Fund	Capital	Operating	Туре
Housing and Community Services	Designated Revenues Fund	0	250,000	New Appropriation

2025 Spring Amendment Ordinance 2025 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Human Resources

2025: Add 1.0 FTE Leave Management Administrator and PTO Management Software

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
General Fund	1.00	0	0	0	0	0
Total Appropriation Impact	1.00	0	0	0	0	0

This supplemental will add ongoing appropriation for 1.0 FTE Leave Management Administrator and packaged software. Both costs are fully offset by ongoing savings from a revised approach to budgeting and paying Short-Term Disability benefits, implemented under the new Paid Time Off (PTO) plan. The need for a Leave Management Administrator and software are a top priority due to the new PTO policy. This request was reviewed by the Management & Finance Committee on March 6, 2025.

Department	Fund	Capital Operating '		Туре
Human Resources	General Fund	0	-223,001	Lapse of Appropriation
Human Resources	General Fund	0	223,001	New Appropriation

2025 Spring Amendment Ordinance 2025 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Information Technology

2025: Contracted Services to Support Workday Phase II

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
General Fund	0.00	0	0	0	0	0
Total Appropriation Impact	0.00	0	0	0	0	0

This supplemental will add one-time appropriation for contracted services to provide support for Workday development and report writing for the Finance Department. The cost is fully offset by ongoing savings from a revised approach to budgeting and paying Short-Term Disability benefits, implemented under the new Paid Time Off (PTO) plan.

Department	Fund	Capital	Operating	Туре
Information Technology	General Fund	0	-162,000	Lapse of Appropriation
Information Technology	General Fund	0	162,000	New Appropriation

2025 Spring Amendment Ordinance 2025 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Library & Cultural Services

2025 Technical: Library Donations and Sponsorships

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Gifts & Grants Fund	0.00	286,787	0	286,787	0	-286,787
Total Appropriation Impact	0.00	286,787	0	286,787	0	-286,787

This supplemental appropriates previously received one-time general and Friends of Aurora Public Library donations as well as sponsorship funds that have already been received. These funds are planned to be used for various library updates and replacements.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Туре
Library & Cultural Services	Gifts & Grants Fund	0	286,787	New Appropriation

2025 Technical: Transfer Funding for Arts District Support Program from GF to CSF

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Cultural Services Fund	0.00	170,000	0	170,000	170,000	0
General Fund	0.00	0	0	0	0	0
Total Appropriation Impact	0.00	170,000	0	170,000	170,000	0

This technical supplemental will make the necessary budget adjustments to permanently transfer the administration of the Arts District Support Program from the General Fund (GF) to the Cultural Services Fund (CSF). The budget of \$170,000 will be lapsed in Planning and Business Development (GF) and then appropriated in Library and Cultural Services (CSF). The GF lapse will be used to fund an increase in the GF subsidy to CSF to cover the appropriation.

The goal of this program is to support overall redevelopment in the Fletcher Plaza Urban Renewal Area (the Arts District) and to increase area activity and visits.

Department	Fund	Capital	Operating	Туре
Planning and Business Development	General Fund	0	-170,000	Lapse of Appropriation
Non-Departmental	General Fund	0	170,000	Operating Transfer Out
Library & Cultural Services	Cultural Services Fund	0	170,000	New Appropriation

2025 Spring Amendment Ordinance 2025 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Library & Cultural Services

2025 Technical: Transfer Responsibility for Arts District Admin to Library and Cultural Services

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Cultural Services Fund	1.00	213,074	0	213,074	213,074	0
General Fund	0.00	14,374	0	14,374	0	-14,374
Recreation Fund	-1.00	0	0	0	0	0
Total Appropriation Impact	0.00	227,448	0	227,448	213,074	-14,374

This technical supplemental will realign budgets to provide appropriation in Library and Cultural Services for the administration of the Arts District and on-site facilities. In addition, Parks, Recreation, and Open Space (PROS) will transfer authorization for 1.0 FTE to Library and Cultural Services to be reclassed to a Project Manager to manage the administration of the Arts District and on-site facilities. The budget dollars for this FTE will remain in PROS and be converted to salary for Variable Hour staffing. Therefore, this supplemental will also add appropriation to fund the FTE position. The net impact on the General Fund (GF) from the following technical adjustments is a \$14,400 increase. Technical adjustments include the following:

- * Appropriation in Library and Cultural Services will increase by \$213,100 in the Cultural Services Fund (CSF)
- * New revenue in the CSF will cover \$88,000 of the increase
- * An increase to the GF subsidy will cover the remaining \$125,100.
- * The impact on the GF will be reduced by lapsing existing GF budget in Planning and Business Services of \$110,700.
- * The resulting net impact to the GF is \$14,400.

The Arts District and its supporting venues host a variety of cultural events and performances which led to the decision to move the financial management to Library and Cultural Services in the CSF.

Department	Fund	Capital	Operating	Туре
Parks, Recreation & Open Space	Recreation Fund	0	-73,610	Lapse of Appropriation
Planning and Business Development	General Fund	0	-110,700	Lapse of Appropriation
Non-Departmental	General Fund	0	125,074	Operating Transfer Out
Library & Cultural Services	Cultural Services Fund	0	213,074	New Appropriation
Parks, Recreation & Open Space	Recreation Fund	0	73,610	New Appropriation

2025 Spring Amendment Ordinance 2025 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Library & Cultural Services

2025: Historic Sites - Site Plan Survey

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Cultural Services Fund	0.00	37,800	0	37,800	25,000	-12,800
Total Appropriation Impact	0.00	37,800	0	37,800	25,000	-12,800

This supplemental will appropriate \$25,000 in grant funds from the State Historical Fund and \$12,800 in city matching funds in the Cultural Services Fund. The city has received a Certified Local Government grant to update the historic sites survey plan.

This was presented to Council at the July 22, 2024 regular city council meeting.

Department	Fund	Capital	Operating	Туре
Library & Cultural Services	Cultural Services Fund	0	37,800	New Appropriation

2025 Spring Amendment Ordinance 2025 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Non-Departmental

2025 Technical: Appropriate Colorado Opioid Settlement Funds

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Designated Revenues Fund	0.00	1,201,179	0	1,201,179	1,201,179	0
Total Appropriation Impact	0.00	1,201,179	0	1,201,179	1,201,179	0

This one-time technical supplemental will appropriate funds received through the Colorado Opioid Settlement. There was \$1,161,200 received in 2024 and an additional \$40,000 in interest earned for a total of \$1.2 million funds available. The funds will be used to cover costs in the Homelessness and Youth Violence Prevention divisions. City Council approved the use of funds for staffing costs and buses/vans for the Navigation Campus on June 24, 2024.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Туре
Non-Departmental	Designated Revenues Fund	0	1,201,179	New Appropriation

2025 Technical: Appropriate 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
Total Appropriation Impact	0.00	0	6,928,164	6,928,164	6,928,164	0

This supplemental will appropriate funding from the Colorado Department of Public Health and Environment (CDPHE) to investigate and remediate the Highway 30 Landfill project. 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.

The grant totals \$6.9 million, with \$465,000 available from March 15, 2025, to June 30, 2025. This supplemental appropriates both funding phases.

Department	Fund	Capital	Operating	Туре
Non-Departmental	Capital Projects Fund	6,928,164	0	New Appropriation

2025 Spring Amendment Ordinance 2025 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Non-Departmental

2025 Technical: HOME Investment Partnership ARPA Grant Funds for the Navigation Campus

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Gifts & Grants Fund	0.00	3,848,071	0	3,848,071	3,848,071	0
Total Appropriation Impact	0.00	3,848,071	0	3,848,071	3,848,071	0

This one-time technical adjustment will appropriate grant funds received from Adams County for the HUD HOME ARPA grant in the amount of \$3,848,100. The grant agreement is dated 2/4/2025 and the funds will be used to construct the Homelessness Navigation Campus.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Туре
Non-Departmental	Gifts & Grants Fund	0	3,848,071	New Appropriation

2025 Technical: Transfer 2024 Budget Savings for ARPA Projects

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
General Fund	0.00	360,515	0	360,515	0	-360,515
Gifts & Grants Fund	0.00	0	360,515	360,515	360,515	0
Total Appropriation Impact	0.00	360,515	360,515	721,030	360,515	-360,515

This one-time supplemental will transfer \$360,500 in 2024 General Fund budget savings to the Gifts and Grants Fund to complete two American Rescue Plan Act (ARPA) funded projects: Park Renovations by Ward and Fire Station Improvements. This is a technical supplemental driven by the timing of ARPA funding deadlines and accounting mechanics and to ensure ARPA funds were completely spent or encumbered by the end of 2024.

Department	Fund	Capital	Operating	Туре
Non-Departmental	General Fund	0	360,515	Operating Transfer Out
Non-Departmental	Gifts & Grants Fund	360,515	0	New Appropriation

2025 Spring Amendment Ordinance 2025 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Parks, Recreation & Open Space

2025 Technical: Appropriate Broncos Funds to City Council Designated Programs

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Designated Revenues Fund	0.00	142,025	200,000	342,025	0	-342,025
Total Appropriation Impact	0.00	142,025	200,000	342,025	0	-342,025

This technical one-time supplemental will appropriate previously received Broncos funds for multiple Council approved projects in Parks, Recreation, and Open Space (PROS). The projects include:

These projects were approved during the City Council meeting on September 11, 2023. Revenue was received in 2023 from the Metro Football Stadium District and this supplemental will appropriate a portion of the \$3.8 million in one-time money that Aurora received when the sale of the Denver Broncos took place.

Department	Fund	Capital	Operating	Туре
Parks, Recreation & Open Space	Designated Revenues Fund	200,000	142,025	New Appropriation

^{*} Construction of a basketball court at Utah Park (\$200,000)

^{*} Refresh summer in the city programming with a youth focus (\$90,200, finalizing project that was started in 2024)

^{*} COMPASS after-school programming in partnership with Aurora Public Schools (\$50,000)

2025 Spring Amendment Ordinance 2025 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Parks, Recreation & Open Space

2025 Technical: Transfer CTF, PDF and ArCo Funds for AIPP to the Cultural Services Fund

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Conservation Trust Fund	0.00	0	0	0	0	0
Cultural Services Fund	0.00	0	0	0	20,189	20,189
Open Space Fund	0.00	0	0	0	0	0
Parks Development Fund	0.00	0	0	0	0	0
Total Appropriation Impact	0.00	0	0	0	20,189	20,189

Per city ordinance, one percent of funds used for certain construction and remodeling projects with budgets over \$100,000 are dedicated to funding Art in Public Places (AIPP). This technical supplemental will allow for a transfer of funds committed to the AIPP program in the Cultural Services Fund from the Conservation Trust Fund (CTF), the Parks Development Fund (PDF) and the Arapahoe County (ArCo) portion of the Open Space Fund. The amount transferred is based on 2024 qualifying construction project expenses from several projects including Fulton, Peoria Hills, Horseshoe, and Del Mar park renovations.

Department	Fund	Capital	Operating	Туре
Parks, Recreation & Open Space	Open Space Fund	-17,002	0	Lapse of Appropriation
Parks, Recreation & Open Space	Parks Development Fund	0	-50	Lapse of Appropriation
Parks, Recreation & Open Space	Conservation Trust Fund	-3,137	0	Lapse of Appropriation
Parks, Recreation & Open Space	Open Space Fund	17,002	0	Operating Transfer Out
Parks, Recreation & Open Space	Parks Development Fund	0	50	Operating Transfer Out
Parks, Recreation & Open Space	Conservation Trust Fund	3,137	0	Operating Transfer Out

2025 Spring Amendment Ordinance 2025 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Parks, Recreation & Open Space

2025: Reclassify Cooking Coordinator to Deputy Director of Administration Position

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Conservation Trust Fund	0.10	21,718	0	21,718	0	-21,718
General Fund	0.00	-74,396	0	-74,396	0	74,396
Golf Courses Fund	0.20	33,905	0	33,905	0	-33,905
Open Space Fund	0.20	33,905	0	33,905	0	-33,905
Parks Development Fund	0.50	84,757	0	84,757	0	-84,757
Recreation Fund	-1.00	-74,396	0	-74,396	-74,396	0
Total Appropriation Impact	0.00	25,493	0	25,493	-74,396	-99,889

This supplemental will adjust existing appropriations and add funding to reclassify a Cooking Coordinator position into a new Deputy Director of Administration role. This new leadership position will be responsible for strategic planning, capital project oversight, and fee policy development to align departmental resources with long-term goals. Funding for the position will shift from the Recreation (Rec) Fund to four other PROS funds, reducing Rec Fund costs. As a result, the General Fund subsidy to the Rec Fund will decrease by the same amount.

The Cooking Coordinator position no longer aligns with the department's broader mission and has not met cost recovery expectations. In contrast, the Deputy Director of Administration will drive financial strategies, optimize funding opportunities, and develop policies that strengthen the department's fiscal health. This position will also oversee capital project planning, improve project delivery, and enhance community engagement to build support for future fee policies. City Management sent an email to City Council in November 2024 detailing the need for this requested position.

Department	Fund	Capital	Operating	Туре
Parks, Recreation & Open Space	Recreation Fund	0	-74,396	Lapse of Appropriation
Non-Departmental	General Fund	0	-74,396	Operating Transfer Out
Parks, Recreation & Open Space	Golf Courses Fund	0	33,905	New Appropriation
Parks, Recreation & Open Space	Open Space Fund	0	33,905	New Appropriation
Parks, Recreation & Open Space	Parks Development Fund	0	84,757	New Appropriation
Parks, Recreation & Open Space	Conservation Trust Fund	0	21,718	New Appropriation

2025 Spring Amendment Ordinance 2025 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Planning and Business Development

2025 Technical: Adjustments to AURA Funded Position Costs

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
General Fund	0.00	-17,702	0	-17,702	0	17,702
Total Appropriation Impact	0.00	-17,702	0	-17,702	0	17,702

This ongoing technical supplemental will make adjustments to position cost allocations to the Aurora Urban Renewal Authority (AURA) to align with workload. The net result is a small savings to the General Fund.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Туре
Planning and Business Development	General Fund	0	-72,250	Lapse of Appropriation
Planning and Business Development	General Fund	0	54,548	New Appropriation

2025: RTD Older Adults Mobility Services Partnership

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Gifts & Grants Fund	0.00	425,000	0	425,000	255,000	-170,000
Total Appropriation Impact	0.00	425,000	0	425,000	255,000	-170,000

The City of Aurora has entered into a three-year Intergovernmental Agreement to partner with the Regional Transportation District (RTD) to provide transit services for older adults. Each annual amount must be spent in the year awarded; residual amounts may not carry forward. A city match of \$170,000 is required, of which the unspent balance may carry forward.

* 2025: \$255,000 plus \$170,000 city match

* 2026: 340,000 * 2027: \$85,000

This supplemental will appropriate the first-year grant of \$255,000 plus \$170,000 one-time as a contribution from the General Fund for the RTD Partnership Program. The City of Aurora's project was selected as a successful Partnership Program applicant in the 2024 cycle and RTD shall contribute up to \$680,000 towards the city's costs of operating the Older Adult Mobility Services program for the period January 1, 2025, through December 31, 2027. The city's contribution will go towards the costs of operating the services.

The program was approved by City Council on December 16, 2024, and aims to address transportation gaps for older adults by providing fare-free, door-through-door services to medical, social, and other appointments.

Department	Fund	Capital	Operating	Туре
Planning and Business Development	Gifts & Grants Fund	0	425,000	New Appropriation

2025 Spring Amendment Ordinance 2025 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Public Defender

2025 Technical: Reduce Appropriation for Aurora Sustained Program to Match Fund Balance

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Designated Revenues Fund	0.00	-123,500	0	-123,500	-223,500	-100,000
Total Appropriation Impact	0.00	-123,500	0	-123,500	-223,500	-100,000

This technical supplemental lapse (reduction) of appropriation will set the budget for the state funded portion of the Aurora Sustained program equal to the remaining fund balance plus estimated interest income totaling \$100,000. The 2025 budget assumed this initiative would receive additional funds of \$223,500 in 2025 but this is no longer expected. This program connects defendants to mental health resources right away, informs legal counsel concerning the need for a 72-hour hold, and identifies clients that require a further evaluation of competency.

Department	Fund	Capital	Operating	Туре
Public Defender	Designated Revenues Fund	0	-123,500	Lapse of Appropriation

2025 Spring Amendment Ordinance 2025 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Public Works

2025 Technical: Appropriate Grant Funding for Traffic Engineering Projects

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	2,858,000	2,858,000	2,858,000	0
Total Appropriation Impact	0.00	0	2,858,000	2,858,000	2,858,000	0

This technical supplemental will appropriate funding for three projects that received federal funding through the Regional Transportation Operations and Technology (RTO&T) set-aside program:

The Intergovernmental Agreements for these projects were approved at the September 9, 2024 Regular City Council Meeting.

Total Appropriation Impact (Does not include offset impact)

Department	Fund	Capital	Operating	Туре
Public Works	Capital Projects Fund	-766,000	0	Lapse of Appropriation
Public Works	Capital Projects Fund	3,624,000	0	New Appropriation

2025 Technical: Traffic Signal Construction Adjustments

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	176,213	176,213	0	-176,213
Total Appropriation Impact	0.00	0	176,213	176,213	0	-176,213

This technical supplemental will reconcile revenue and expenses in the Traffic Signal Construction program with the following:

Department	Fund	Capital	Operating	Туре
Public Works	Capital Projects Fund	-280,974	0	Lapse of Appropriation
Public Works	Capital Projects Fund	457,187	0	New Appropriation

^{*} Communications Infrastructure Upgrade - This project will connect twelve signalized intersections and two facilities to existing fiber networks. Funds include \$736,000 in federal funds and \$271,000 in previously appropriated local match transferred from the Traffic Program.

^{*} Traffic Management Center - This project will purchase traffic management monitoring hardware and software. Funds include \$1.1 million in federal funds and \$495,000 in previously appropriated local match transferred from the Traffic Program.

^{*} FY25 Traffic Signal Equipment Upgrade - This project will purchase forty-two signal detection units and forty-two uninterruptible power supplies (UPS). Funds include \$1.0 million in federal funds and no match.

^{*} Appropriate developer contributions for traffic signal construction at Aurora Parkway and Euclid Avenue; 13th Avenue and Peoria Street; and 56th Avenue and Picadilly Road

^{*} Lapse appropriation associated with an E470 contribution to the temporary signals at E470/Gartrell as that project was under budget.

^{*} Transfer back overmatch not needed by the CCTV signal project

2025 Spring Amendment Ordinance 2025 Appropriation Amendment Requests

Department \ Description - Reason for Appropriation

Public Works

2025: Alton Street Connection

Fund Impact	FTE	Operating Approp.	CIP Approp.	Approp. Total	Revenue Offset	Inc. / (Dec.) in Fund Bal.
Capital Projects Fund	0.00	0	268,000	268,000	0	-268,000
Total Appropriation Impact	0.00	0	268,000	268,000	0	-268,000

This supplemental will appropriate \$268,000 in funding for design of the transition of three cul-de-sacs at Alton, Beeler, and Boston to through street connections at 17th Avenue. The design is part of an effort to evaluate solutions to address loitering and crime in the area.

Department	Fund	Capital	Operating	Туре
Public Works	Capital Projects Fund	268,000	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. 2023-52, 2024-18, AND 2024-80 FOR THE 2024 FISCAL YEAR AND ORDINANCE NO. 2024-72 FOR THE 2025 FISCAL YEAR

WHEREAS, pursuant to Ordinance Nos. 2023-52, 2024-18, and 2024-80 the Aurora City Council (the "Council") has appropriated funds for the fiscal year beginning January 1, 2024, and ending December 31, 2024 ("Fiscal Year 2024"); and

WHEREAS, pursuant to Ordinance No. 2024-72 the Council 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. 2023-52,2024-18, and 2024-80 shall be made for Fiscal Year 2024 for the purposes enumerated in Attachment A to the document entitled 2025 Spring Amendment Ordinance Appropriation Summaries 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 "2024 Amendment Summary"), all as follows:

- a. From the unappropriated fund balance and/or additional revenues of the General Fund, the net amount of Five Million, Six Hundred Seventy-Three Thousand, Seven Hundred Nineteen Dollars (\$5,673,719).
- b. From the unappropriated fund balance and/or additional revenues of the Capital Projects Fund, the net amount of Eight Million, Nine Hundred Fifty-Four Thousand, Nine Hundred Eighteen Dollars (\$8,954,918).
- c. From the unappropriated fund balance and/or additional revenues of the Cultural Services Fund, the net amount of Zero Dollars (\$0).
- d. From the unappropriated fund balance and/or additional revenues of the Designated Revenues Fund, the net amount of Six Hundred Forty-Four Thousand, Eight Hundred Eighty-Nine Dollars (\$644,889).

- e. From the unappropriated fund balance and/or additional revenues of the Development Review Fund, the net amount of Two Million, Two Hundred Ninety-One Thousand, Seven Hundred Fifty-One Dollars (\$2,291,751).
- f. From the unappropriated fund balance and/or additional revenues of the Enhanced E-911 Fund, the net amount of One Million, One Hundred Seventy-Eight Thousand, Three Hundred Six Dollars (\$1,178,306).
- g. From the unappropriated fund balance and/or additional revenues of the Fleet Management Fund, the net amount of One Hundred Twelve Thousand, Eight Hundred Six Dollars (\$112,806).
- h. From the unappropriated fund balance and/or additional revenues of the Gifts and Grants Fund, the net amount of Seventy-Two Million, Four Hundred Eighty-Three Thousand, Three Hundred Sixteen Dollars (\$72,483,316).
- i. From the unappropriated fund balance and/or additional revenues of the Golf Courses Fund, the net amount of Three Hundred Sixty-Seven Thousand, Six Hundred Sixty-Four Dollars (\$367,664).
- j. From the unappropriated fund balance and/or additional revenues of the Parking and Mobility Fund, the net amount of Fifteen Thousand, Five Hundred Fifty Dollars (\$15,550).
- k. From the unappropriated fund balance and/or additional revenues of the Recreation Fund, the net amount of Zero Dollars (\$0).
- l. From the unappropriated fund balance and/or additional revenues of the Risk Management Fund, the net amount of One Million, Eight Hundred Sixty Thousand, Two Hundred Thirteen Dollars (\$1,860,213).
- m. From the unappropriated fund balance and/or additional revenues of the Wastewater Fund, the net amount of One Million, Two Hundred Thirty-Three Thousand, Fourteen Dollars (\$1,233,014).
- n. From the unappropriated fund balance and/or additional revenues of the Water Fund, the net amount of Zero Dollars (\$0).

<u>Section 2.</u> Appropriations made in Ordinance Nos. 2023-52, 2024-18, and 2024-80 for Fiscal Year 2024 shall be adjusted for the reasons enumerated in the 2024 Amendment Summary, all as follows:

- a. From the Marijuana Tax Revenue Fund, the net amount of Two Hundred Fifty-Three Thousand, Two Hundred Sixty-Nine Dollars (\$253,269) shall be deemed lapsed.
- b. From the Community Development Fund, the net amount of One Hundred Ten Thousand, Seventy-Four Dollars (\$110,074) shall be deemed lapsed.

Section 3. Appropriations in addition to those made in Ordinance No. 2024-72 shall be made for Fiscal Year 2025 for the purposes enumerated in Attachment B to the document entitled 2025 Spring Amendment Ordinance Appropriation Summaries 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 Summary"), all as follows:

- a. From the unappropriated fund balance and/or additional revenues of the General Fund, the net amount of One Million, Three Hundred Twenty-Nine Thousand, Eight Hundred Eighty Dollars (\$1,329,880).
- b. From the unappropriated fund balance and/or additional revenues of the Capital Projects Fund, the net amount of Eleven Million, Two Hundred Ninety-Three Thousand, Three Hundred Seventy-Seven Dollars (\$11,293,377).
- c. From the unappropriated fund balance and/or additional revenues of the Conservation Trust Fund, the net amount of Twenty-One Thousand, Seven Hundred Eighteen Dollars (\$21,718).
- d. From the unappropriated fund balance and/or additional revenues of the Cultural Services Fund, the net amount of Four Hundred Twenty Thousand, Eight Hundred Seventy-Four Dollars (\$420,874).
- e. From the unappropriated fund balance and/or additional revenues of the Designated Revenues Fund, the net amount of Two Million, One Hundred Seventy-Four Thousand, Four Hundred Twenty Dollars (\$2,174,420).
- f. From the unappropriated fund balance and/or additional revenues of the Gifts and Grants Fund, the net amount of Four Million, Nine Hundred Twenty Thousand, Three Hundred Seventy-Three Dollars (\$4,920,373).
- g. From the unappropriated fund balance and/or additional revenues of the Golf Courses Fund, the net amount of Thirty-Three Thousand, Nine Hundred Five Dollars (\$33,905).
- h. From the unappropriated fund balance and/or additional revenues of the Open Space Fund, the net amount of Thirty-Three Thousand, Nine Hundred Five Dollars (\$33,905).
- i. From the unappropriated fund balance and/or additional revenues of the Parks Development Fund, the net amount of Eighty-Four Thousand, Seven Hundred Fifty-Seven Dollars (\$84,757).

<u>Section 4.</u> Appropriations made in Ordinance No. 2024-72 for Fiscal Year 2025 shall be adjusted for the reasons enumerated in the 2025 Amendment Summary, all as follows:

a. From the Recreation Fund, the net amount of Seventy-Four Thousand, Three Hundred Ninety-Six Dollars (\$74,396) shall be deemed lapsed.

- b. From the Wastewater Fund, the net amount of Two Million, Seven Hundred Thirty Thousand, One Hundred Sixty Dollars (\$2,730,160) shall be deemed lapsed.
- c. From the Water Fund, the net amount of Twenty-Two Million, Seven Hundred Sixty-One Thousand, One Hundred Eighty-Five Dollars (\$22,761,185) shall be deemed lapsed.

<u>Section 5.</u> Inter-fund and inter-departmental transfers shall be made as enumerated in the 2024 Amendment Detail for Fiscal Year 2024 and the 2025 Amendment Detail for Fiscal Year 2025.

<u>Section 6.</u> The City Manager and the Finance Director are hereby directed and authorized to expend so much of the said funds as are necessary to pay for the projects and acquisitions referenced herein.

<u>Section 7.</u> All ordinances or parts of ordinances of the City in conflict herewith are expressly repealed.

<u>Section 8.</u> 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 PUBLIS	SHED this day of	, 2025.
PASSED AND ORDERED PUBLISHED this	day of	, 2025
	MIKE COFFMAN, M	layor
ATTEST:		
KADEE RODRIGUEZ, City Clerk		
APPROVED AS TO FORM:		
PETER A. SCHULTE, CITY ATTORNEY		

4

HANOSKY HERNANDEZ, Sr. Assistant City Attorney



Policy Committee Date: 4/3/2025

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

CITY OF AURORACouncil Agenda Commentary

Item Title: 2025 Spring Supplemental (Ordinance)	
Item Initiator: Tyler Phillips, Budget Program Manager, Finance	
Staff Source/Legal Source: Tyler Phillips, Budget Program Mana. Attorney	ger, Finance / Hanosky Hernandez, Senior Assistant City
Outside Speaker: N/A	
Strategic Outcome: Well-Managed: High performing organization continuous improvement, fiscal stewardship, and maintaining critical	
COUNCIL MEETING DATES:	
Study Session: 4/21/2025	
Regular Meeting: 5/5/2025	
2nd Regular Meeting (if applicable): 5/19/2025	
Item requires a Public Hearing: \square Yes \square	No
ITEM DETAILS (Click in highlighted area below bullet point list to	enter applicable information.)
and discussion)	me and title ly indicate combined time needed for presentation
Tyler Phillips, Budget Program Manager, Finance / Ha	inosky Hernandez, Senior Assistant City Attorney
ACTIONS(S) PROPOSED (Check all appropriate actions)	
☐ Approve Item and Move Forward to Study Session	$\hfill \square$ 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 ab	pove.
PREVIOUS ACTIONS OR REVIEWS: Policy Committee Name: Management & Finance	

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	M CHMMARY (2.16)	
Minu	utes not available	
	STORY (Dates reviewed by City council, Policy Committees, Boar ments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMI	
	Minutes Attached	
	Forwarded Without Recommendation	
\boxtimes	Recommends Approval	☐ Does Not Recommend Approval

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

The 2025 Spring Supplemental Ordinance includes appropriations for various operating expenditures, capital projects, and interfund transfers that impact the 2024 and 2025 budget years. Items for 2024 represent financial activities that have already occurred.

Many of the requests in this supplemental process are technical in nature, such as budget lapses (reductions), reallocations, zero-dollar amendments where appropriations are offset by revenue, or accounting and other adjustments. These items are indicated by including "technical" in the title and may or may not have been reviewed by City Council. Items that were previously reviewed include those in the 2024 projection used in the 2025 Adopted Budget, as well as items discussed in Council Committees or City Council meetings. Council review details are included in the narrative for the supplemental request.

The attachments included for this agenda item reflect summary and detailed information regarding the requested appropriation changes for each fund and department. Transfers reflect the movement of funding from one fund to another. The details of these appropriation amendments can be found in:

- Attachment A: 2024 Amendment Summary
- Attachment B: 2025 Amendment Summary
- Attachment C: 2024 Amendment Detail
- Attachment D: 2025 Amendment Detail

As with prior supplementals, this process covers two budget years. The following discussion highlights significant changes by fund for each budget year, rather than listing all amendments. Please refer to Attachments C and D for full details on each request.

2024 Supplemental Amendment Requests

One-time appropriations in the General Fund total **\$5.7 million**. All significant items are either technical or included in the 2024 projection. Significant supplemental items in the General Fund include:

• The appropriation of \$1.5 million in the Information Technology (IT) Department to cover unbudgeted costs for enhanced information security and contracted services supporting major citywide system upgrades, including Amanda (city workflow management), Workday (financial and human capital management), ServiceNow (IT ticketing), and FAST (city tax and licensing). The need for this supplemental was projected in 2024.

- The appropriation of \$1.3 million to cover overtime and acting pay costs related to Aurora Fire Rescue's mandated staffing model and to maintain operational readiness. The need for this supplemental was projected in 2024.
- The appropriation of \$1.3 million for Aurora Fire Rescue to cover personnel and travel costs related to wildland fire events in Colorado and other states. These expenditures are fully offset by reimbursement revenue. The need for this supplemental was projected in 2024.

Significant supplemental items in other funds include:

- The appropriation of \$41.4 million in the Gifts and Grants Fund to cover the costs associated with several uses of American Rescue Plan Act (ARPA) funds in accordance with Council approval. The need for this supplemental was included in the 2024 projection and it's worth noting that 2024 was the final year to spend or encumber the ARPA funding, which the city accomplished.
- A **\$26.5** million technical supplemental in the **Gifts and Grants Fund** to appropriate funds from the Colorado Department of Local Affairs, Douglas County, Adams County, and Arapahoe County to support the purchase of the Crown Plaza Hotel, which will house the city's future Homeless Navigation Campus.
- The appropriation of **\$9.0 million** in the **Capital Projects Fund**, offset by revenue of \$5.3 million, for projects primarily within the Planning and Public Works Departments, including the construction of a bridge between 13th Avenue and Dillon Way, the appropriation of Capital Impact Fees for the Fire Station 9 replacement project that was approved by Council at the 2024 Winter Workshop, a contract extension to enhance capital project controls and manage the delivery of capital projects, and additional funding due to site requirements for the Police Firing Range Administration Building project.
- The appropriation of \$2.3 million in the Development Review Fund to cover unbudgeted costs associated with increased workloads, with no net impact due to higher revenue in the fund. The need for this supplemental was reflected in the 2024 projection as part of the 2025 Adopted Budget.
- The appropriation of \$1.9 million in the Risk Management Fund to cover over-budget spending, which was largely driven by higher liability claims. This higher cost was mostly offset by higher insurance recoveries and investment income in the fund, ensuring that the additional spending authority can be covered without the need for an increased General Fund transfer. The need for this supplemental was included in the 2024 projection.
- The appropriation of \$1.2 million in the E-911 Fund to cover overtime costs incurred to address service demands in the Aurora911 Department. The appropriation is covered by higher revenue from the E-911 surcharge, which was primarily driven by a Council-approved rate increase in mid-2024. The need for this supplemental was included in the 2024 projection.
- The appropriation of \$1.2 million in the Wastewater Fund to cover expenditures for drainage review support contracts that were not previously budgeted. This supplemental was not included in the 2024 projection as the specific needs and timing of these contracts were unknown at the time.

2025 Supplemental Amendment Requests

Significant supplemental items will provide appropriation and create budget authority for 6.0 FTE across various departments:

- Add 2.0 FTE in the General Fund to support the City of Aurora's new paid-time-off policy, fully offset by savings from the change in the city's approach to budgeting and paying short-term disability benefits. These supplementals consist of a 1.0 FTE Leave Management Administrator in the Human Resources Department and a 1.0 FTE Payroll Supervisor in the Finance Department for a total ongoing appropriation of \$271,200. The need for these supplementals was discussed with the Management and Finance Committee on March 6, 2025.
- Add **1.0 FTE** Assistant City Attorney with an additional ongoing cost of \$137,900 in the **General Fund**.
- Add **3.0 FTE** in the **Water and Wastewater Funds** to enhance Aurora Water's cybersecurity and strengthen the resiliency of the Information and Operation Technology (IT & OT) networks. These FTE consist of 1.0 Senior Security Analyst and 2.0 Network Engineers for an ongoing cost add of \$444,700. The need for enhanced network security was discussed with City Council at the Executive Session on March 24, 2025.

Other significant supplemental items in all funds include:

- A technical supplemental of **\$6.9 million** in the **Capital Projects Fund** to appropriate grant funding from the Colorado Department of Public Health and Environment to remediate the Highway 30 Landfill project.
- Supplementals totaling **\$6.5** million in the Capital Projects Fund for various courthouse renovation projects. These include:
 - o \$787,000 for project design and engineering
 - \$276,000 to update the jury assembly room and expand two single-user restrooms to meet
 ADA compliance
 - o \$5.5 million for courthouse security expansion and fire alarm replacement

In addition, a technical supplemental transfers \$408,800 of 2024 Court Administration budget savings from the General Fund (GF) to the Capital Projects Fund to contribute toward the funding of these projects. This follows the \$1.3 million in GF savings transferred during the 2024 Spring Supplemental process.

- A technical supplemental of \$3.8 million in the Gifts & Grants Fund to appropriate funds from Adams County for the construction of the Homelessness Navigation Campus.
- A technical supplemental of **\$2.9 million** in the **Capital Projects Fund** to appropriate grant funding through the Regional Transportation Operations and Technology set-aside program for multiple Traffic Engineering projects in the Public Works Department.
- A technical supplemental of \$1.2 million in the **Designated Revenues Fund** to appropriate funds received through the Colorado Opioid Settlement. These funds will be used to cover costs in the Homelessness and Youth Violence Prevention programs, as approved by Council on June 24, 2024.
- A \$25.9 million supplemental item to lapse (reduce) budget appropriation for debt service in the Water and Wastewater Funds. Due to project construction timing adjustments in 2024, the planned debt service decreased significantly.

FISCAL IMPACT		
Select all that apply. (If r	no fiscal impact, click that box and	d skip to "Questions for Council")
⊠ Revenue Impact □ Workload Impact	☑ Budgeted Expenditure Impact☐ No Fiscal Impact	□ Non-Budgeted Expenditure Impact
REVENUE IMPACT <i>Provide the revenue in Provide additional deta</i>	npact or N/A if no impact. (What is the	e estimated impact on revenue? What funds would be impacted?
Revenue will be a	djusted in 2024 and 2025 for Gra	nt funds and other agreements or policy.
BUDGETED EXPEN Provide the budgeted to be used? Does this	expenditure impact or N/A if no impac	ct. (List Org/Account # and fund. What is the amount of budgeting programs/services? Provide additional detail as necessary.)
These supplemen	tal requests will make adjustment	s to the 2024 and 2025 budgets.
Provide the non-budge	EXPENDITURE IMPACT eted expenditure impact or N/A if no oplies and Services, Interfund Charges	impact. (Provide information on non-budgeted costs. Include , and Capital needs. Provide additional detail as necessary.)
WORKLOAD IMPA Provide the workload is needed, provide numb	mpact or N/A if no impact. (Will more	staff be needed or is the change absorbable? If new FTE(s) are summary. Provide additional detail as necessary.)
QUESTIONS FOR CO	UNCIL	
Does Council wish to fo	orward this supplemental ordir	nance to the regular meeting?

LEGAL COMMENTS

The City Council may make appropriations in addition to those contained in the budget upon recommendation of the City Manager, provided that the Finance Director certifies there are sufficient funds available to meet such appropriations. (*See*, City Charter Art. 11-16). (Hernandez)

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. 2023-52, 2024-18, AND 2024-80 FOR THE 2024 FISCAL YEAR AND ORDINANCE NO. 2024-72 FOR THE 2025 FISCAL YEAR

WHEREAS, pursuant to Ordinance Nos. 2023-52, 2024-18, and 2024-80 the Aurora City Council (the "Council") has appropriated funds for the fiscal year beginning January 1, 2024, and ending December 31, 2024 ("Fiscal Year 2024"); and

WHEREAS, pursuant to Ordinance No. 2024-72 the Council 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. 2023-52,2024-18, and 2024-80 shall be made for Fiscal Year 2024 for the purposes enumerated in Attachment A to the document entitled 2025 Spring Amendment Ordinance Appropriation Summaries 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 "2024 Amendment Summary"), all as follows:

- a. From the unappropriated fund balance and/or additional revenues of the General Fund, the net amount of Five Million, Six Hundred Seventy-Three Thousand, Seven Hundred Nineteen Dollars (\$5,673,719).
- b. From the unappropriated fund balance and/or additional revenues of the Capital Projects Fund, the net amount of Eight Million, Nine Hundred Fifty-Four Thousand, Nine Hundred Eighteen Dollars (\$8,954,918).
- c. From the unappropriated fund balance and/or additional revenues of the Cultural Services Fund, the net amount of Zero Dollars (\$0).
- d. From the unappropriated fund balance and/or additional revenues of the Designated Revenues Fund, the net amount of Six Hundred Forty-Four Thousand, Eight Hundred Eighty-Nine Dollars (\$644,889).

- e. From the unappropriated fund balance and/or additional revenues of the Development Review Fund, the net amount of Two Million, Two Hundred Ninety-One Thousand, Seven Hundred Fifty-One Dollars (\$2,291,751).
- f. From the unappropriated fund balance and/or additional revenues of the Enhanced E-911 Fund, the net amount of One Million, One Hundred Seventy-Eight Thousand, Three Hundred Six Dollars (\$1,178,306).
- g. From the unappropriated fund balance and/or additional revenues of the Fleet Management Fund, the net amount of One Hundred Twelve Thousand, Eight Hundred Six Dollars (\$112,806).
- h. From the unappropriated fund balance and/or additional revenues of the Gifts and Grants Fund, the net amount of Seventy-Two Million, Four Hundred Eighty-Three Thousand, Three Hundred Sixteen Dollars (\$72,483,316).
- i. From the unappropriated fund balance and/or additional revenues of the Golf Courses Fund, the net amount of Three Hundred Sixty-Seven Thousand, Six Hundred Sixty-Four Dollars (\$367,664).
- j. From the unappropriated fund balance and/or additional revenues of the Parking and Mobility Fund, the net amount of Fifteen Thousand, Five Hundred Fifty Dollars (\$15,550).
- k. From the unappropriated fund balance and/or additional revenues of the Recreation Fund, the net amount of Zero Dollars (\$0).
- 1. From the unappropriated fund balance and/or additional revenues of the Risk Management Fund, the net amount of One Million, Eight Hundred Sixty Thousand, Two Hundred Thirteen Dollars (\$1,860,213).
- m. From the unappropriated fund balance and/or additional revenues of the Wastewater Fund, the net amount of One Million, Two Hundred Thirty-Three Thousand, Fourteen Dollars (\$1,233,014).
- n. From the unappropriated fund balance and/or additional revenues of the Water Fund, the net amount of Zero Dollars (\$0).

<u>Section 2.</u> Appropriations made in Ordinance Nos. 2023-52, 2024-18, and 2024-80 for Fiscal Year 2024 shall be adjusted for the reasons enumerated in the 2024 Amendment Summary, all as follows:

- a. From the Marijuana Tax Revenue Fund, the net amount of Two Hundred Fifty-Three Thousand, Two Hundred Sixty-Nine Dollars (\$253,269) shall be deemed lapsed.
- b. From the Community Development Fund, the net amount of One Hundred Ten Thousand, Seventy-Four Dollars (\$110,074) shall be deemed lapsed.

Section 3. Appropriations in addition to those made in Ordinance No. 2024-72 shall be made for Fiscal Year 2025 for the purposes enumerated in Attachment B to the document entitled 2025 Spring Amendment Ordinance Appropriation Summaries 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 Summary"), all as follows:

- a. From the unappropriated fund balance and/or additional revenues of the General Fund, the net amount of One Million, Three Hundred Twenty-Nine Thousand, Eight Hundred Eighty Dollars (\$1,329,880).
- b. From the unappropriated fund balance and/or additional revenues of the Capital Projects Fund, the net amount of Sixteen Million, Seven Hundred Fifty-Eight Thousand, Three Hundred Seventy-Seven Dollars (\$16,758,377).
- c. From the unappropriated fund balance and/or additional revenues of the Conservation Trust Fund, the net amount of Twenty-One Thousand, Seven Hundred Eighteen Dollars (\$21,718).
- d. From the unappropriated fund balance and/or additional revenues of the Cultural Services Fund, the net amount of Four Hundred Twenty Thousand, Eight Hundred Seventy-Four Dollars (\$420,874).
- e. From the unappropriated fund balance and/or additional revenues of the Designated Revenues Fund, the net amount of Two Million, One Hundred Seventy-Four Thousand, Four Hundred Twenty Dollars (\$2,174,420).
- f. From the unappropriated fund balance and/or additional revenues of the Gifts and Grants Fund, the net amount of Four Million, Nine Hundred Twenty Thousand, Three Hundred Seventy-Three Dollars (\$4,920,373).
- g. From the unappropriated fund balance and/or additional revenues of the Golf Courses Fund, the net amount of Thirty-Three Thousand, Nine Hundred Five Dollars (\$33,905).
- h. From the unappropriated fund balance and/or additional revenues of the Open Space Fund, the net amount of Thirty-Three Thousand, Nine Hundred Five Dollars (\$33,905).
- i. From the unappropriated fund balance and/or additional revenues of the Parks Development Fund, the net amount of Eighty-Four Thousand, Seven Hundred Fifty-Seven Dollars (\$84,757).

<u>Section 4.</u> Appropriations made in Ordinance No. 2024-72 for Fiscal Year 2025 shall be adjusted for the reasons enumerated in the 2025 Amendment Summary, all as follows:

a. From the Recreation Fund, the net amount of Seventy-Four Thousand, Three Hundred Ninety-Six Dollars (\$74,396) shall be deemed lapsed.

- b. From the Wastewater Fund, the net amount of Two Million, Seven Hundred Thirty Thousand, One Hundred Sixty Dollars (\$2,730,160) shall be deemed lapsed.
- c. From the Water Fund, the net amount of Twenty-Two Million, Seven Hundred Sixty-One Thousand, One Hundred Eighty-Five Dollars (\$22,761,185) shall be deemed lapsed.

Section 5. Inter-fund and inter-departmental transfers shall be made as enumerated in the 2024 Amendment Detail for Fiscal Year 2024 and the 2025 Amendment Detail for Fiscal Year 2025.

<u>Section 6.</u> The City Manager and the Finance Director are hereby directed and authorized to expend so much of the said funds as are necessary to pay for the projects and acquisitions referenced herein.

<u>Section 7.</u> All ordinances or parts of ordinances of the City in conflict herewith are expressly repealed.

<u>Section 8.</u> 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 PUBLIS	SHED this day of	, 2025.
PASSED AND ORDERED PUBLISHED this	day of	, 2025.
	MIKE COFFMA	N, Mayor
ATTEST:		
KADEE RODRIGUEZ, City Clerk		
APPROVED AS TO FORM:		
PETER A. SCHULTE, CITY ATTORNEY		

Hanosky Hernandez
HANOSKY HERNANDEZ, Sr. Assistant City Attorney



Policy Committee Name: N/A

Policy Committee Date: N/A

CITY OF AURORACouncil Agenda Commentary

Item Title: First Creek Pond Annexation	
Item Initiator: Cesarina Dancy, Manager of Development Assistan	nce, Development Services
Staff Source/Legal Source: Justin Andrews, Project Manager, De	velopment Services / Brian Rulla, Assistant City Attorney
Outside Speaker: N/A	
Council Goal: 2012: 5.0Be a great place to locate, expand and o development	perate a business and provide for well-planned growth and
COUNCIL MEETING DATES:	
Study Session: N/A	
Regular Meeting: 5/19/2025	
2nd Regular Meeting (if applicable): 6/9/2025	
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 Sponsor name Staff source name and title / Legal source name Outside speaker name and organization Estimated time: (For Study Session items only and discussion) 	·
2025-48 A PUBLIC HEARING AND CONSIDERATION LAND LOCATED IN THE NE 1/4 OF SECTION 6, TOWN PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF Justin Andrews, Project Manager, Development Services	ARAPAHOE, STATE OF COLORADO. 56.508 ACRES
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 about	ove.
PREVIOUS ACTIONS OR REVIEWS:	

500

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 Commit comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLIC	tees, Boards and Commissions, or Staff. Summarize pertinent CY COMMITTEES AND BOARDS AND COMMISSIONS.)
A petition for annexation was filed with the City Clerk Aurora. This parcel is located at the southeast corner attached vicinity map).	for annexation of a 56.508-acre parcel owned by the City of of East Colfax Avenue and Gun Club Road (see
ITEM SUMMARY (Brief description of item, discussion,	key points, recommendations, etc.)
A petition for annexation was filed with the City Clerk Aurora. This parcel is located at the southeast corner of attached vicinity map).	for annexation of a 56.508-acre parcel owned by the City of of East Colfax Avenue and Gun Club Road (see
The parcel falls within the City's Annexation Boundary to use this land as a regional stormwater detention fac	and meets contiguity requirements. Aurora Water intends cility.
The annexation process follows state law, and this and Consideration of this resolution is item #1 listed below 1) City Council considers Introduction of the 2) City Council considers the Annexation Ordi 3) Initial Zoning of the property will be prese	Annexation Ordinance. inance on final.
FISCAL IMPACT	
Select all that apply. (If no fiscal impact, click that box	and skip to "Questions for Council")
☑ Revenue Impact☐ Budgeted Expenditure Impa☐ Workload Impact☐ No Fiscal Impact	act Non-Budgeted Expenditure Impact
REVENUE IMPACT Provide the revenue impact or N/A if no impact. (What is Provide additional detail as necessary.)	is the estimated impact on revenue? What funds would be impacted?
Annexation obligates the City to provide mun impact of this development will be offset by var	icipal services and utilities upon development. The fiscal rious fees and taxes.
	mpact. (List Org/Account # and fund. What is the amount of budget existing programs/services? Provide additional detail as necessary.)
N/A	
	if no impact. (Provide information on non-budgeted costs. Include arges, 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.)

·	 	 	 	
1				
N/A				
L	 	 	 	

QUESTIONS FOR COUNCIL

Does City Council wish to approve this Ordinance?

LEGAL COMMENTS

When the municipality is the sole owner of the area that it desires to annex, which area is eligible for annexation in accordance with section 30(1)(c) of article II of the state constitution and sections 31-12-104(1)(a) and 31-12-105, the governing body may by ordinance annex said area to the municipality without notice and hearing as provided in sections 31-12-108 and 31-12-109. (Colo. Rev. Stat. §31-12-106(3)). (Rulla)

ORDINANCE NO. 2025-

A BILL

FOR AN ORDINANCE ANNEXING A CERTAIN MUNICIPALLY OWNED PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO (First Creek Pond Annexation) 56.508 ACRES

WHEREAS, Article II, Section 30 of the Colorado Constitution and Colorado Revised Statutes Section 31-12-106 permits a municipality to annex any unincorporated area owned by said municipality; and

WHEREAS, C.R.S. Section 31-12-106 provides that when the municipality is the sole owner of the area that it desires to annex, which area is eligible for annexation in accordance with section 30(1)(c) of article II of the state constitution and C.R.S. Sections 31-12- 104(1)(a) and 31-12-105, the governing body may by ordinance annex said area to the municipality without notice and hearing as provided in C.R.S. Sections 31-12-108 and 31-12-109; and

WHEREAS, the City of Aurora acquired fee simple title to certain real property described in Exhibit A to this ordinance ("the Property"); and

WHEREAS, the Property is owned by the City and is not solely a public street or right-of-way; and

WHEREAS, the perimeter of the area to be annexed is more than one-sixth contiguous with the City of Aurora; and

WHEREAS, the City Council has considered that the proposed annexation complies with Article II, Section 30 of the Colorado Constitution, and has otherwise determined that such annexation complies with Colorado state law; and

WHEREAS, based on the matters presented to it, including comments from staff and the public, and all applicable criteria and requirements, the City Council finds and determines that it is in the best interest of the City to annex the Property.

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

<u>Section 1.</u> That the annexation of the territory located in the County of Arapahoe, State of Colorado, as described in Exhibit A attached hereto and incorporated herein, is hereby ordained and approved, and said territory is hereby incorporated in and made a part of the City of Aurora, Colorado.

Section 2. That the annexation of such territory to the City of Aurora, Colorado, shall be complete and effective on the effective date of this ordinance, except for the purpose of General Property Taxes, and shall be effective as to General Property Taxes on and after the first day of January 2026.

Section 3. That the City Clerk is authorized and directed to:

- A. File one copy of the annexation map with the original of the annexation ordinance in the office of the City Clerk of the City of Aurora, Colorado;
- B. File three certified copies of the annexation ordinance and map of the area annexed containing a legal description of such area with the County Clerk and Recorder.

<u>Section 4.</u> 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.

<u>Section 5.</u> All acts, orders, resolutions, ordinances, or parts thereof, in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

of	INTRODUCED, , 2025.	READ, A	AND ORDERE	ED PUE	BLISHED th	is day
of	PASSED AND , 2025.	ORDERED	PUBLISHED	BY R	REFERENCE	thisday
			MI	KE COFF	MAN, Mayor	
ATTE	ST:					
KADI	EE RODRIGUEZ, C	ity Clerk				
APPR	OVED AS TO FOR	M:				
PETE	R A. SCHULTE, CI		NEY PLA			

BRIAN J. RULLA, Assistant City Attorney

Exhibit A (Legal description of property to be annexed)

A parcel of land situated in the NE 1/4 of Section 6, Township 4 South, Range 65 West of the 6th Principal Meridian, City of Aurora, County of Arapahoe, State of Colorado, being a part of that parcel of land described in that Special Warranty Deed, recorded on July 12, 2016, at Rec. No. D6074304 in the office of the Arapahoe County Clerk and Recorder, a part of that parcel of land described in that Special Warranty Deed, recorded on October 31, 2018, at Rec. No. D8107473 in said office, a part of that parcel of land described in that Special Warranty Deed, recorded on November 28, 2018, at Rec. No. D8116334 in said office, and all of that parcel of land described in that Special Warranty Deed, recorded on October 15, 2021, at Rec. No. E1157157 in said office, being more particularly described as follows:

Commencing at the N 1/4 corner of said Section 6 (from whence the NE corner of said section bears N89°43'21"E, a distance of 2631.89 feet);

Thence S00°02'03"W, coincident with the west line of the NE 1/4 of said section, a distance of 248.97 feet to the southwesterly corner of that parcel of land described in that Special Warranty Deed, recorded on May 21, 1996, at Rec. No. A6063059 in said office, said corner being the **Point of Beginning**;

Thence coincident with the boundary of said parcel the following two (2) courses:

- 1. Thence N87°45'44"E, a distance of 658.59 feet;
- 2. Thence N00°00'13"E, a distance of 25.02 feet to the southwesterly corner of that parcel of land described as No. TK-91B in that Rule and Order, recorded on August 31, 1998, at Rec. No. A8138245 in said office;

Thence N87°45'44"E, coincident with the southerly line of said parcel, a distance of 328.31 feet to the northwesterly corner of that parcel of land described in Exhibit A in that Quit Claim Deed, recorded on October 21, 2021, at Rec. No. E1161399 in said office;

Thence coincident with the boundary of said parcel the following five (5) courses:

- 1. Thence S00°01'05"E, a distance of 74.63 feet;
- 2. Thence N89°43'21"E, a distance of 16.08 feet;
- 3. Thence S45°37'31"E, a distance of 329.26 feet;
- 4. Thence N50°57'15"E, a distance of 34.69 feet;
- 5. Thence N01°11'49"W, a distance of 293.67 feet to a point on the southerly line of that parcel of land described in that Special Warranty Deed, recorded on June 18, 1996, at Rec. No. A6076906 in said office;

Thence N87°45'44"E, coincident with said southerly line and the southerly line of that parcel of land described in that Special Warranty Deed, recorded on June 19, 1996, at Rec. No. A6077434 in said office, a distance of 387.05 feet to the northeasterly corner of said parcel of land recorded at Rec. No. D6074304 in said office;

Thence S00°01'52"E, coincident with the easterly line of said parcel, a distance of 1361.73 feet to the northeasterly corner of that parcel of land described in Exhibit C in said Quit Claim Deed, recorded at Rec. No. E1161399 in said office;

Thence coincident with the boundary of said parcel the following four (4) courses:

- 1. Thence S89°43'21"W, a distance of 187.90 feet;
- 2. Thence S00°01'05"E, a distance of 456.65 feet;
- 3. Thence S15°28'32"W, a distance of 454.60 feet;
- 4. Thence S00°01'05"E, a distance of 195.83 feet to a point on the south line of the NE 1/4 of said Section 6;

Thence S89°24'09"W, coincident with said south line, a distance of 211.87 feet to a southerly corner of said parcel of land recorded at Rec. No. E1157157 in said office;

Thence coincident with the boundary of said parcel the following four (4) courses:

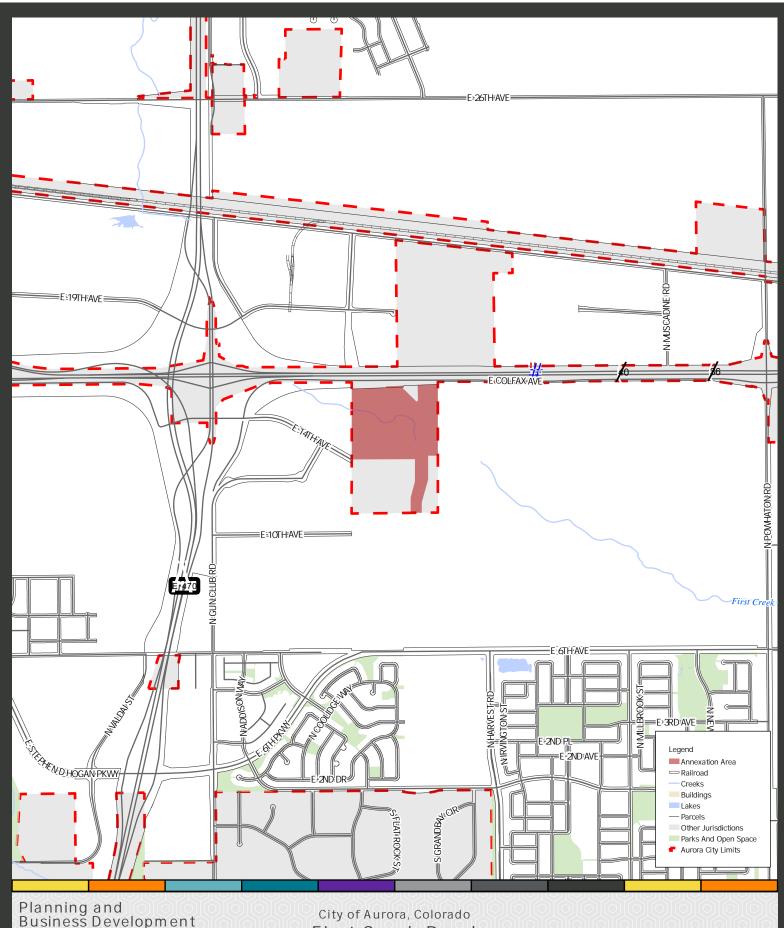
- 1. Thence N00°01'05"W, a distance of 294.75 feet;
- 2. Thence N15°28'32"E, a distance of 311.77 feet;
- 3. Thence N00°01'05"W, a distance of 431.74 feet;
- 4. Thence S89°43'21"W, a distance of 550.14 feet to the northeasterly corner of that parcel of land described in Exhibit B in said Quit Claim Deed, recorded at Rec. No. E1161399 in said office;

Thence continuing S89°43'21"W, coincident with the northerly line of said parcel, a distance of 658.70 feet to a point on the west line of the NE 1/4 of said Section 6;

Thence N00°02'03"E, coincident with said west line, a distance of 1345.04 feet to the **Point of Beginning**.

Total Perimeter: 8608.01 feet Contiguous Perimeter: 2918.64 feet Total Area: 2,461,477 square feet (56.508 acres), more or less.

Bearings based on the north line of the NE 1/4 of Section 6, T4S, R65W, 6th P.M., being N89°43'21"E, said bearing being a grid bearing of the NAD 1983(1992) State Plane Coordinate System of Colorado, Central Zone, and all lineal units are represented in US Survey Feet.



Planning and Business Development

15151 E. Alameda Parkway Aurora CO 80012 USA AuroraGov.org 303.739.7250 GIS@ auroragov.org

First Creek Pond Annexation

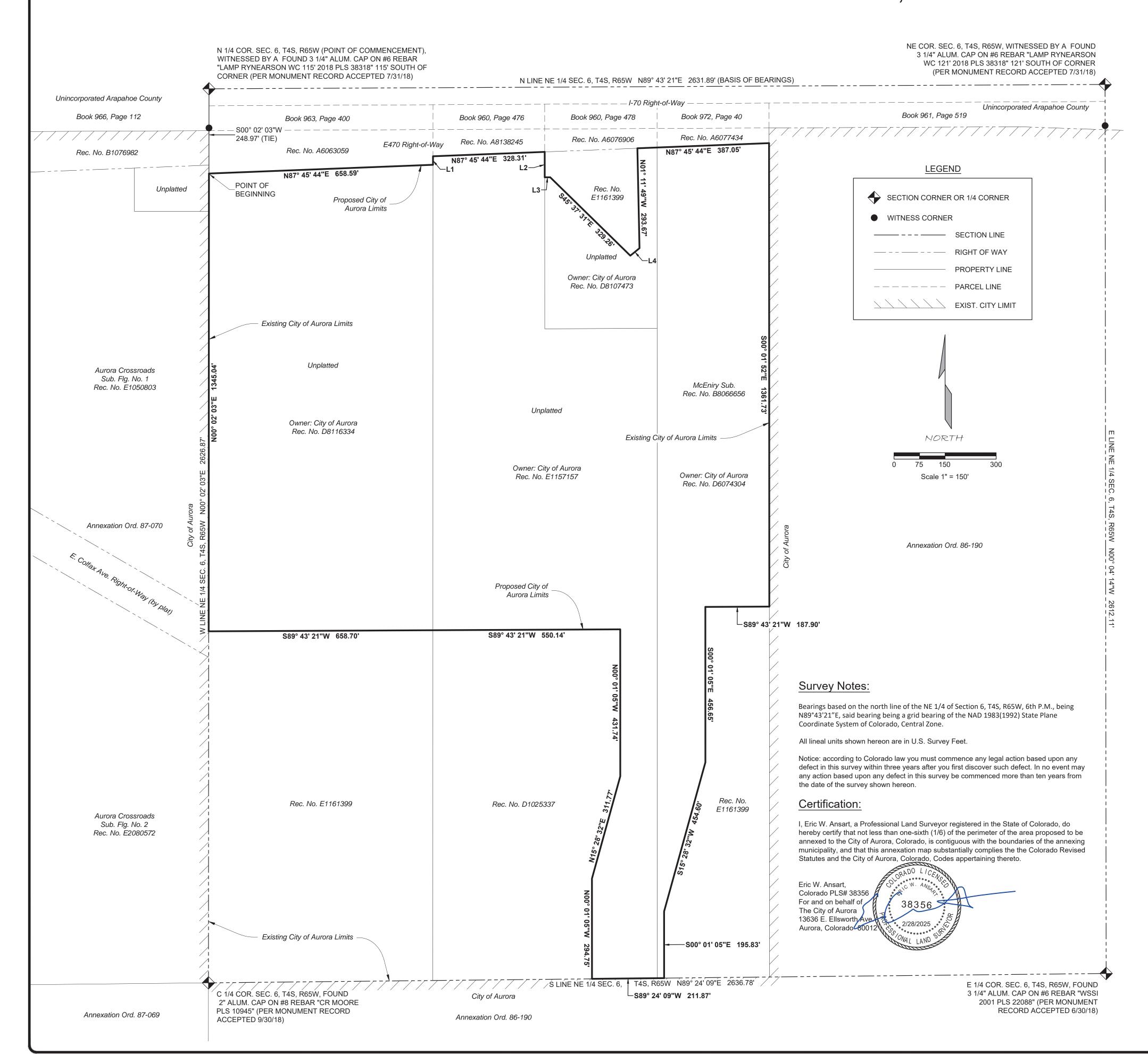


February 7, 2025

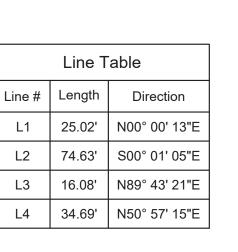


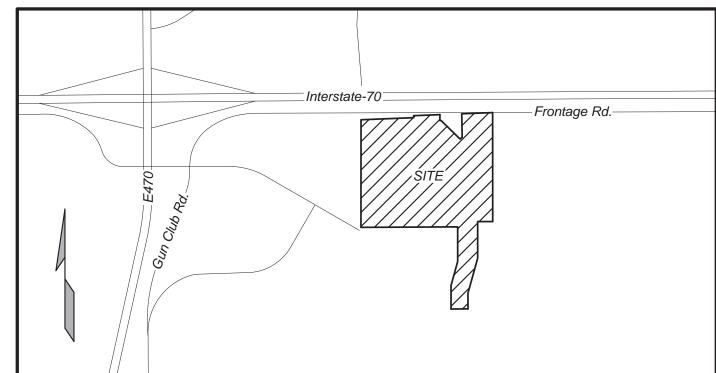
ANNEXATION MAP

BEING A PART OF THE NE 1/4 OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO



Vicinity Map - No Scale





Land Description

A parcel of land situated in the NE 1/4 of Section 6, Township 4 South, Range 65 West of the 6th Principal Meridian, City of Aurora, County of Arapahoe, State of Colorado, being a part of that parcel of land described in that Special Warranty Deed, recorded on July 12, 2016, at Rec. No. D6074304 in the office of the Arapahoe County Clerk and Recorder, a part of that parcel of land described in that Special Warranty Deed, recorded on October 31, 2018, at Rec. No. D8107473 in said office, a part of that parcel of land described in that Special Warranty Deed, recorded on November 28, 2018, at Rec. No. D8116334 in said office, and all of that parcel of land described in that Special Warranty Deed, recorded on October 15, 2021, at Rec. No. E1157157 in said office, being more particularly described as follows:

Commencing at the N 1/4 corner of said Section 6 (from whence the NE corner of said section bears N89°43'21"E, a distance of 2631.89 feet);

Thence S00°02'03"W, coincident with the west line of the NE 1/4 of said section, a distance of 248.97 feet to the southwesterly corner of that parcel of land described in that Special Warranty Deed, recorded on May 21, 1996, at Rec. No. A6063059 in said office, said corner being the **Point of Beginning**;

Thence coincident with the boundary of said parcel the following two (2) courses:

- 1. Thence N87°45'44"E, a distance of 658.59 feet;
- 2. Thence N00°00'13"E, a distance of 25.02 feet to the southwesterly corner of that parcel of land described as No. TK-91B in that Rule and Order, recorded on August 31, 1998, at Rec. No. A8138245 in said office;

Thence N87°45'44"E, coincident with the southerly line of said parcel, a distance of 328.31 feet to the northwesterly corner of that parcel of land described in Exhibit A in that Quit Claim Deed, recorded on October 21, 2021, at Rec. No. E1161399 in said office;

Thence coincident with the boundary of said parcel the following five (5) courses:

- 1. Thence S00°01'05"E, a distance of 74.63 feet;
- 2. Thence N89°43'21"E, a distance of 16.08 feet;
- 3. Thence S45°37'31"E, a distance of 329.26 feet;
- 4. Thence N50°57'15"E, a distance of 34.69 feet;
- 5. Thence N01°11'49"W, a distance of 293.67 feet to a point on the southerly line of that parcel of land described in that Special Warranty Deed, recorded on June 18, 1996, at Rec. No. A6076906 in said office;
 Thence N87°45'44"E, coincident with said southerly line and the southerly line of that parcel of land described in that Special Warranty Deed, recorded on June

19, 1996, at Rec. No. A6077434 in said office, a distance of 387.05 feet to the northeasterly corner of said parcel of land recorded at Rec. No. D6074304 in said office;

Thence S00°01'52"E, coincident with the easterly line of said parcel, a distance of 1361.73 feet to the northeasterly corner of that parcel of land described in Exhibit C in said Quit Claim Deed, recorded at Rec. No. E1161399 in said office;

Thence coincident with the boundary of said parcel the following four (4) courses:

- 1. Thence S89°43'21"W, a distance of 187.90 feet;
- 2. Thence S00°01'05"E, a distance of 456.65 feet;
- 3. Thence S15°28'32"W, a distance of 454.60 feet;
- 4. Thence S00°01'05"E, a distance of 195.83 feet to a point on the south line of the NE 1/4 of said Section 6;

Thence S89°24'09"W, coincident with said south line, a distance of 211.87 feet to a southerly corner of said parcel of land recorded at Rec. No. E1157157 in said office:

Thence coincident with the boundary of said parcel the following four (4) courses:

- 1. Thence N00°01'05"W, a distance of 294.75 feet;
- 2. Thence N15°28'32"E, a distance of 311.77 feet;
- 3. Thence N00°01'05"W, a distance of 431.74 feet;
- 4. Thence S89°43'21"W, a distance of 550.14 feet to the northeasterly corner of that parcel of land described in Exhibit B in said Quit Claim Deed, recorded at Rec. No. E1161399 in said office;

Thence continuing S89°43'21"W, coincident with the northerly line of said parcel, a distance of 658.70 feet to a point on the west line of the NE 1/4 of said Section 6;

Thence N00°02'03"E, coincident with said west line, a distance of 1345.04 feet to the **Point of Beginning**.

Total Perimeter: 8608.01 feet Contiguous Perimeter: 2918.64 feet Total Area: 2,461,477 square feet (56.508 acres), more or less.

Mayor	Date
City Clerk	Date
City Engineer	Date
City Attorney	Date
City Council Ordinance No.	Effective Date

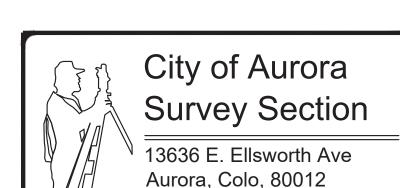


EXHIBIT A

A parcel of land situated in the NE 1/4 of Section 6, Township 4 South, Range 65 West of the 6th Principal Meridian, City of Aurora, County of Arapahoe, State of Colorado, being a part of that parcel of land described in that Special Warranty Deed, recorded on July 12, 2016, at Rec. No. D6074304 in the office of the Arapahoe County Clerk and Recorder, a part of that parcel of land described in that Special Warranty Deed, recorded on October 31, 2018, at Rec. No. D8107473 in said office, a part of that parcel of land described in that Special Warranty Deed, recorded on November 28, 2018, at Rec. No. D8116334 in said office, and all of that parcel of land described in that Special Warranty Deed, recorded on October 15, 2021, at Rec. No. E1157157 in said office, being more particularly described as follows:

Commencing at the N 1/4 corner of said Section 6 (from whence the NE corner of said section bears N89°43′21″E, a distance of 2631.89 feet);

Thence S00°02′03″W, coincident with the west line of the NE 1/4 of said section, a distance of 248.97 feet to the southwesterly corner of that parcel of land described in that Special Warranty Deed, recorded on May 21, 1996, at Rec. No. A6063059 in said office, said corner being the **Point of Beginning**;

Thence coincident with the boundary of said parcel the following two (2) courses:

- 1. Thence N87°45'44"E, a distance of 658.59 feet;
- Thence N00°00'13"E, a distance of 25.02 feet to the southwesterly corner of that parcel of land described as No. TK-91B in that Rule and Order, recorded on August 31, 1998, at Rec. No. A8138245 in said office;

Thence N87°45'44"E, coincident with the southerly line of said parcel, a distance of 328.31 feet to the northwesterly corner of that parcel of land described in Exhibit A in that Quit Claim Deed, recorded on October 21, 2021, at Rec. No. E1161399 in said office;

Thence coincident with the boundary of said parcel the following five (5) courses:

- 1. Thence S00°01'05"E, a distance of 74.63 feet;
- 2. Thence N89°43'21"E, a distance of 16.08 feet;
- 3. Thence S45°37'31"E, a distance of 329.26 feet;
- 4. Thence N50°57'15"E, a distance of 34.69 feet;
- 5. Thence N01°11'49"W, a distance of 293.67 feet to a point on the southerly line of that parcel of land described in that Special Warranty Deed, recorded on June 18, 1996, at Rec. No. A6076906 in said office;

Thence N87°45'44"E, coincident with said southerly line and the southerly line of that parcel of land described in that Special Warranty Deed, recorded on June 19, 1996, at Rec. No. A6077434 in said office, a distance of 387.05 feet to the northeasterly corner of said parcel of land recorded at Rec. No. D6074304 in said office;

Thence S00°01'52"E, coincident with the easterly line of said parcel, a distance of 1361.73 feet to the northeasterly corner of that parcel of land described in Exhibit C in said Quit Claim Deed, recorded at Rec. No. E1161399 in said office;

Thence coincident with the boundary of said parcel the following four (4) courses:

- 1. Thence S89°43'21"W, a distance of 187.90 feet;
- 2. Thence S00°01'05"E, a distance of 456.65 feet;
- 3. Thence S15°28'32"W, a distance of 454.60 feet;
- 4. Thence S00°01'05"E, a distance of 195.83 feet to a point on the south line of the NE 1/4 of said Section 6;

Thence S89°24'09"W, coincident with said south line, a distance of 211.87 feet to a southerly corner of said parcel of land recorded at Rec. No. E1157157 in said office;

Thence coincident with the boundary of said parcel the following four (4) courses:

- 1. Thence N00°01'05"W, a distance of 294.75 feet;
- 2. Thence N15°28'32"E, a distance of 311.77 feet;
- 3. Thence N00°01'05"W, a distance of 431.74 feet;
- 4. Thence S89°43'21"W, a distance of 550.14 feet to the northeasterly corner of that parcel of land described in Exhibit B in said Quit Claim Deed, recorded at Rec. No. E1161399 in said office;

Thence continuing S89°43'21"W, coincident with the northerly line of said parcel, a distance of 658.70 feet to a point on the west line of the NE 1/4 of said Section 6;

Thence N00°02'03"E, coincident with said west line, a distance of 1345.04 feet to the **Point of Beginning**.

Total Perimeter: 8608.01 feet Contiguous Perimeter: 2918.64 feet

Total Area: 2,461,477 square feet (56.508 acres), more or less.

Bearings based on the north line of the NE 1/4 of Section 6, T4S, R65W, 6th P.M., being N89°43′21″E, said bearing being a grid bearing of the NAD 1983(1992) State Plane Coordinate System of Colorado, Central Zone, and all lineal units are represented in US Survey Feet.

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

Aurora, Colorado 80012



Policy Committee Date: N/A

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

CITY OF AURORACouncil Agenda Commentary

Item Title: Discussion and Possible Action Regarding Future In-Person or Virtual Council Meetings	
Item Initiator: Peter Schulte, City Attorney	
Staff Source/Legal Source: Peter Schulte, City Attorney / Jack Bajorek, Interim City Attorney	
Outside Speaker: N/A	
Council Goal: 2012: 2.1Work with appointed and elected representatives to ensure Aurora's interests	3
COUNCIL MEETING DATES:	
Study Session: N/A	
Regular Meeting: 10/14/2024	
2 nd Regular Meeting (if applicable): N/A	
Item requires a Public Hearing: \square Yes \boxtimes No	
ITEM DETAILS (Click in highlighted area below bullet point list to enter applicable information.)	
 Agenda long title Waiver of reconsideration requested, and if so, why Sponsor name Staff source name and title / Legal source name and title Outside speaker name and organization Estimated time (For Study Session items only, indicate combined time needed and discussion) 	d for presentation
Peter Schulte, City Attorney / Jack Bajorek, Interim City Attorney	
ACTIONS(S) PROPOSED (Check all appropriate actions)	
☐ Approve Item and Move Forward to Study Session ☐ Approve Item as Proposed	l at Study Session
☐ Approve Item and Move Forward to Regular Meeting ☐ Approve Item as Proposed	l 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: N/A	

Recommends Approval	☐ Does Not Recommend Approval
Forwarded Without Recommendation	☐ Minutes Not Available
Minutes Attached	
	ommittees, Boards and Commissions, or Staff. Summarize pertinent POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)
A	
EM SUMMARY (Brief description of item, discus	ssion, key points, recommendations, etc.)
	or Council to discuss their rules and procedures moving forward r matters involving their rules and procedures.
SCAL IMPACT	
ect all that apply. (If no fiscal impact, click that	at box and skip to "Questions for Council")
☐ Revenue Impact☐ Budgeted Expenditure☐ Workload Impact☑ No Fiscal Impact	e Impact
	if no impact. (List Org/Account # and fund. What is the amount of budge from existing programs/services? Provide additional detail as necessary.)
N/A	
i	
Provide the non-budgeted expenditure impact or	r N/A if no impact. (Provide information on non-budgeted costs. Include
Provide the non-budgeted expenditure impact of Personal Services, Supplies and Services, Interful N/A WORKLOAD IMPACT Provide the workload impact or N/A if no impact.	r N/A if no impact. (Provide information on non-budgeted costs. Include

QUESTIONS FOR COUNCIL

If needed, does Council wish to discuss their Rules and Procedures, including, but not limited to, addressing and/or making a decision on whether future council meetings will be in-person/virtual?

LEGAL COMMENTS

The corporate authority and all legislative authority of the City shall be vested in the council, as the governing body of the City. The council shall determine its own rules and procedures and order of business and shall keep a journal of its proceedings. City Code Section 2-32. (Schulte)