NOTICE OF COUNCIL MEETING

VIRTUAL MEETING (Open to the Public)
Monday, September 22, 2025

Public Comment Listening Session begins at 6 p.m. The Regular Council Meeting begins 10 minutes after the Public Comment Listening Session concludes, but no earlier than 6:10 p.m and no later than 6:45 p.m.

Members of the Aurora City Council will participate remotely in the September 22, 2025 Council Meeting. Members of the public and media are invited to view or listen live through the options listed below.

www.auroraTV.org

Youtube.com/TheAuroraChannel

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.

To participate, individuals must call the live public comment line at 855-695-3475 and press *3 to reach the operator. The public call-in line opens at 5:30 p.m. on the day of the Council Meeting.

- Individuals wishing to comment during the Public Comment Listening Session must call in and be in the queue by 5:45 p.m.
- Individuals wishing to comment on agenda items during the Council Meeting must call in and be in the queue before the agenda item title is read. 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 Accessiblity 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, September 22, 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.)

For more information regarding public meetings, please contact the City Clerk's Office at (303) 739-7094 or by email at CityClerk@auroragov.org or visit www.auroragov.org.

City of Aurora, Colorado

Monday, September 22, 2025

STUDY SESSION OF THE AURORA CITY COUNCIL

(Open to the Public)

VIRTUAL ONLY

5:25 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

Meeting begins 10 minutes after the Public Comment Listening Session concludes, but no earlier than 6:10 p.m. and no later than 6:45 p.m.

AGENDA

Regular Meeting of the Aurora City Council

Monday, September 22, 2025

VIRTUAL MEETING

Public Comment Listening Session begins at 6 PM. The regular Council Meeting will begin 10 minutes after the Public Comment Listening Session concludes, but no earlier than 6:10 PM and no later than 6:45 PM

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.

9.c.1 **Consideration to Appoint Two (2) Youth Members to the Aurora Youth Commission** 23

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

9.c.2 **Consideration to Reappoint One (1) Member to the Library Board** 51

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.

10.a Resolutions

10.a.1 **Per and Polyfluoroalkyl Substances (PFAS) Grant** 73

R2025-104 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF AN INTERGOVERNMENTAL GRANT AGREEMENT BETWEEN THE CITY OF AURORA COLORADO ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT REGARDING GRANT FUNDS TO PLAN, DESIGN, AND CONSTRUCT PUBLIC WATER INFRASTRUCTURE FOR TREATMENT OF PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS)

Luz Lopez, Grants Coordinator, Aurora Water / Ian Best, Assistant City Attorney

10.a.2 **Aurora Rain and Stream Gages** 112

R2025-105 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT REGARDING AURORA RAIN AND STREAM GAGES

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

10.a.3 **Colorado Interstate Gas (CIG) Extraterritorial Water and Wastewater Service Agreement** 129

R2025-106 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF AN EXTRATERRITORIAL WATER AND WASTEWATER SERVICE AGREEMENT BETWEEN THE CITY OF AURORA ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND COLORADO INTERSTATE GAS COMPANY, LLC REGARDING SERVICE AT THE WATKINS COMPRESSOR STATION

Chong Woo, Engineering Supervisor, Aurora Water / Ian Best, Assistant City Attorney

10.a.4 **Restoration of Yield Intergovernmental Agreement (IGA)** 175

R2025-107 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BY AND AMONG THE BOARD OF WATER WORKS OF PUEBLO, COLORADO, CITY OF AURORA, ACTING BY AND THROUGH ITS UTILITY ENTERPRISE, SOUTHEASTERN COLORADO WATER ACTIVITY ENTERPRISE, CITY OF FOUNTAIN, CITY OF COLORADO SPRINGS, AND PUEBLO WEST METROPOLITAN DISTRICT

Alexandra Davis, Assistant General Manager of Water Supply and Demand, Aurora Water / Stephen Cann, Senior Assistant City Attorney

10.a.5 **Intergovernmental Agreement (IGA) with Colorado Department of Transportation (CDOT) for Maintenance** 223

R2025-108 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) FOR MAINTENANCE OF PORTIONS OF STATE HIGHWAY 30

Kurt Muehlemeyer, Deputy Director of Operations, Public Works / Michelle Gardner, Senior Assistant City Attorney

10.a.6 Intergovernmental Agreement (IGA) with E - 470 Authority for Gartrell Bridge Expansion over E - 470 Project 246

R2025-109 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN E-470 PUBLIC HIGHWAY AUTHORITY AND CITY OF AURORA REGARDING CONSTRUCTION AND MAINTENANCE OF THE GARTRELL ROAD BRIDGE EXPANSION IMPROVEMENTS AND FUNDING THEREFOR

Cathleen Valencia, Manager of Project Delivery Services, Public Works / Michelle Gardner, Senior 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 Public Invited to be Heard on the 2026 Budget 283

Greg Hays, Budget Officer, Finance / Hanosky Hernandez, Senior Assistant City Attorney

11.b Urban Cottages Jewell - Zoning Map Amendment 286

2025-06 A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FOR A ZONING MAP AMENDMENT TO REZONE APPROXIMATELY 3.91 ACRES OF LAND TO MEDIUM-DENSITY RESIDENTIAL DISTRICT (R-2), LOCATED SOUTH OF THE INTERSECTION OF EAST JEWELL AVENUE AND SOUTH JOLIET STREET (URBAN COTTAGES ON JEWELL REZONE)

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

12. INTRODUCTION OF ORDINANCES

12.a **Eliminating the Human Relations Commission** 338

2025-73 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ELIMINATING THE HUMAN RELATIONS COMMISSION

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

12.b **Consolidating Parks and Recreation, Open Space, and Golf Course Advisory into a Single Parks, Recreation, and Open Space Advisory Board** 347

2025-76 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, CONSOLIDATING THE GOLF COURSE ADVISORY COMMITTEE, THE OPEN SPACE BOARD, AND THE PARKS AND RECREATION BOARD INTO A SINGLE PARKS, RECREATION AND OPEN SPACE ADVISORY BOARD

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

12.c **Consolidating the City's Arts and Cultural Boards into a Single Cultural Services Commission** 368

2025-77 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, CONSOLIDATING THE ART IN PUBLIC PLACES COMMISSION, THE AURORA FOX ARTS CENTER BOARD, AND THE CULTURAL AFFAIRS COMMISSION INTO A SINGLE ARTS AND CULTURE COMMISSION

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

12.d **Amending Membership Provisions for the Library Board** 392

2025-79 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 2-297 OF THE AURORA CITY CODE CONCERNING MEMBERS OF THE LIBRARY BOARD

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

12.e **Updating the Art in Public Places Program to Reflect Current Practices** 400

2025-81 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING CHAPTER 34, ARTICLE IV OF THE CITY CODE TO UPDATE THE PURPOSE AND FUNCTION OF THE ARTS IN PUBLIC PLACES PROGRAM

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

12.f DUAL LISTING: Off Highway Vehicle 411

2025-88 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ADDING SECTION 134-223 TO THE CITY CODE PERTAINING TO PERMITTING MINORS TO DRIVE OFF HIGHWAY VEHICLES IN THE CITY

Sponsor: Françoise Bergan, Council Member

Steve Spanos, Patrol Officer, Police / Megan Platt, Deputy City Attorney

13. FINALIZING OF ORDINANCES

Ordinances not approved unanimously at first reading.

13.a Amendment to the City Code Pertaining to Automated Vehicle Identification System Penalty Notices 417

2025-86 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS 134-430 AND 134-451 OF THE CITY CODE PERTAINING TO AUTOMATED VEHICLE IDENTIFICATION SYSTEM PENALTY NOTICES

Christopher Amsler, Lieutenant, Police / Mandy MacDonald, Senior Assistant City Attorney

13.b Interpreter Fee Amendment – City Code 50-36 423

2025-87 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 50-36 OF THE CITY CODE PERTAINING TO THE ASSESSMENT OF INTERPRETER FEES AGAINST DEFENDANTS WHO FAIL TO APPEAR FOR TRIAL

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

14. ANNEXATIONS

15. RECONSIDERATIONS AND CALL UPS

16. GENERAL BUSINESS

17. REPORTS

17.a Mayor

17.b Council

18. ADJOURNMENT

MINUTES

Regular Meeting of the Aurora City Council

Monday, September 8, 2025

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

---

1. CALL TO ORDER

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

2. ROLL CALL

3. INVOCATION/MOMENT OF SILENCE

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

4. PLEDGE OF ALLEGIANCE

(All Standing)

Mayor Coffman read a land acknowledgement.

5. EXECUTIVE SESSION UPDATE

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

6. APPROVAL OF MINUTES

6.a August 25, 2025 Meeting Minutes

Moved by: Steve Sundberg

Second by: Françoise Bergan

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

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

Absent: (1): Stephanie Hancock

7. PROCLAMATIONS OR CEREMONIES

8. ADOPTION OF THE AGENDA

Moved by: Curtis Gardner

Second by: Angela Lawson

Does Council wish to adopt the agenda as presented with Item 16a removed?

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

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

Absent: (1): Stephanie Hancock

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: Françoise Bergan

Second by: Angela Lawson

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

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

Absent: (1): Stephanie Hancock

9.a Motions

9.b Planning Matters

9.c Appointments to Boards and Commissions

9.c.1 Consideration to Reappoint One (1) Member to the Veterans' Affairs Commission

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

9.c.2 Consideration to Appoint One (1) Youth Member to the Aurora Youth Commission

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

September

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: Curtis Gardner

Second by: Françoise Bergan

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

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

10.a Resolutions

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

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

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

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

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

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

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

R2025-97 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AUTHORIZING THE ASSIGNMENT OF A PORTION OF THE CITY'S 2025 PRIVATE ACTIVITY BOND ALLOCATION TO THE HOUSING AUTHORITY OF THE CITY OF AURORA, COLORADO DBA AURORA HOUSING AUTHORITY

Sarah Pulliam, Manager of Community Development, Housing and Community Services / Tim Joyce, Assistant City Attorney

10.a.4 Acknowledgement of the Completion and Support for the Older Adult's Needs Assessment

R2025-98 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S ACKNOWLEDGEMENT OF THE COMPLETION OF, AND ITS SUPPORT FOR, THE OLDER ADULTS NEEDS ASSESSMENT

Sponsor: Angela Lawson, Council Member

Nicole Ankeney, Manager of Planning, Design and Construction, Parks, Recreation and Open Space / Tim Joyce, Assistant City Attorney

Council heard public testimony on the agenda related item.

10.a.5 Intergovernmental Agreement (IGA) with Arapahoe County for Grant Funding at Utah Park

R2025-99 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA COLORADO AND ARAPAHOE COUNTY FOR THE REHABILITATION, ENHANCEMENT OF THE TENNIS COURTS, AND THE REPLACEMENT OF THE LIGHTING SYSTEM AT UTAH PARK USING A GRANT FROM THE ARAPAHOE COUNTY OPEN SPACE PROGRAM FUND

Waiver of reconsideration is requested because Arapahoe County requires the Intergovernmental Agreement (IGA) to be executed within 60 days of the notice of award or by 9/28/25.

Nicole Ankeney, Manager of Planning, Design and Construction, Parks, Recreation and Open Space / Tim Joyce, Assistant City Attorney

10.a.6 Intergovernmental Agreement (IGA) with Arapahoe County for Grant Funding at Side Creek Park

R2025-100 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S

APPROVAL OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA COLORADO AND ARAPAHOE COUNTY FOR THE RENOVATION OF SIDE CREEK PARK USING A GRANT FROM THE ARAPAHOE COUNTY OPEN SPACE PROGRAM FUND

Waiver of reconsideration is requested because Arapahoe County wants the Intergovernmental Agreement (IGA) executed within 60 days of the notice of award or by 9/28/25.

Nicole Ankeney, Manager of Planning, Design and Construction, Parks, Recreation and Open Space / Tim Joyce, Assistant City Attorney

10.a.7 Intergovernmental Agreement (IGA) with Colorado Department of Transportation (CDOT) for Maintenance of the Nine Mile Pedestrian Bridge Project

R2025-101 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) FOR MAINTENANCE OF THE NINE MILE STATION BIKE AND PEDESTRIAN BRIDGE PROJECT

Waiver of reconsideration is requested as Colorado Department of Transportation (CDOT) has informed the city of their desire to execute this agreement prior to allowing the project to be bid for construction. With anticipated design and approvals being completed later this summer, allowing this maintenance Intergovernmental Agreement (IGA) to move quickly through the execution process may prevent project delays.

Bret Banwart, Engineering Supervisor, Public Works / Michelle Gardner, Senior Assistant City Attorney

10.a.8 Rules of Order and Procedure: Start Time of Regular Council Meetings

R2025-102 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 THE START TIME OF REGULAR CITY COUNCIL MEETINGS

Sponsor: Curtis Gardner, Council Member

Kadee Rodriguez, City Clerk / Andrea Wood, Assistant City Attorney

10.b Finalizing of Ordinances

Ordinances approved unanimously at first reading.

10.b.1 Sandy Point – Zoning Map Amendment

2025-83 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, INITIALLY ZONING A PARCEL OF LAND MEASURING 242 ACRES, MORE OR LESS, LOCATED NORTH OF EAST 56TH AVENUE AND WEST OF FUTURE HAYESMOUNT ROAD AND TWO MILES EAST OF JACKSON GAP STREET TO AIRPORT DISTRICT (AD) AND AMENDING THE ZONING MAP ACCORDINGLY (SANDY POINT ZONING MAP AMENDMENT)

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

10.b.2 Colfax and 13th Avenue Station Area Plan 2025 Update to Comprehensive Plan

2025-84 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")

Daniel Krzyzanowski, Planning Supervisor, Planning and Business Development / Lena McClelland, Assistant City Attorney

11. <u>PUBLIC HEARINGS</u>

Public hearings with or without related ordinances.

11.a Americans with Disabilities Act (ADA) Phase 1 Transition Plan Update

R2025-103 A PUBLIC HEARING AND CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING PHASE I OF THE AMERICANS WITH DISABILITIES (ADA) SELF EVALUATION AND TRANSITION PLAN

Karlyn Shorb, Senior Project Manager, General Management / Michelle Gardner, Senior Assistant City Attorney

Mayor Coffman opened the public hearing.

Staff gave a brief presentation on the item.

Mayor Coffman closed the public hearing.

Moved by: Amsalu Kassaw

Second by: Angela Lawson

Does the Council support the approval of the resolution Americans with Disabilities Act Phase 1 Transition Plan Update?

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

12. INTRODUCTION OF ORDINANCES

12.a Amendment to the City Code Pertaining to Automated Vehicle Identification System Penalty Notices

2025-86 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS 134-430 AND 134-451 OF THE CITY CODE PERTAINING TO AUTOMATED VEHICLE IDENTIFICATION SYSTEM PENALTY NOTICES

Christopher Amsler, Lieutenant, Police / Mandy MacDonald, Senior Assistant City Attorney

Staff gave a brief presentation on the item.

CM Gardner voiced that he did not support this, as voters have turned down red light cameras, which is a similar concept. He added that he read a lot on the effectiveness of these kinds of tools and was not sure if there was much there and felt this was using public safety to generate revenue.

CM Hancock expressed that she has gotten a lot of complaints about people regretting eliminating the red-light cameras due to the excessive speeding and the increased number of accidents that have been going on. She felt this would help them mitigate some of those issues, so she was in support.

CM Coombs stated she has significant reservations on this, because they want to make sure they protect people's civil liberties in relation to surveillance, but she was also very concerned about the deaths, particularly pedestrian and cyclists deaths, that have been caused by speeding. She asked for clarification that people will not automatically get a violation, and further investigation will be pursued.

Lieutenant Amsler responded that the device captures the violation and the speed through the radar system and takes a picture of the front license plate, the driver, and the rear license plate. It then goes through a review process from the company and then to the police department to review it and make sure the violation actually occurred before any notice or penalty assessment is to be issued.

MPT Sundberg recognized the sensitivity with respect to people not wanting municipalities or government watching their moves and vehicles; however, a mesh camera system set up around the city where they can track a vehicle if eluding police, spent thousands of dollars in grant money so businesses could have cameras to protect themselves, and most people have Ring cameras in neighborhoods. He stated there have been horrific fatal high-speed accidents, and he receives constant complaints and requests for speed mitigation in his ward. He is willing to try this, especially if accurate and cost neutral.

CM Gardner shared that the fact we have gone too far as a society, government, and surveillance is not an effective argument for further increasing that surveillance. He said he has heard from residents that they appreciate his consistency in voting against the last failed program and voting against this.

Mayor Coffman asked if there are limitations with where they can be positioned.

Lieutenant Amsler responded yes, as the state says they can only be on residential streets with a speed limit of 35 mph or under, constructions zones, school zones, or streets adjacent to a municipal park. He added Council has the option to pass a resolution to permit the designation of a photo enforcement zone if they want to put it on a major thoroughfare, but the city has to show five years of data showing complaints, traffic crashes, and speeding issues in those areas first.

CM Coombs inquired if there is a sense of who has access to the data, photos, and information about violators and violation through this vendor.

Lieutenant Amsler answered his understanding is that it would only be APD and the vendor, but he would have to confirm with them.

CM Coombs commented she will withhold her support until they know that for sure.

CM Bergan voiced that she has had numerous requests for speeding violations, and in the last few years it has escalated, and people have been pleading that police enforce the speed on residential roads. She said they do not have enough police to patrol, so she supports this from a safety perceptive, but still appreciates the privacy perspective.

CM Gardner pointed out that these will not currently be on the major thoroughfares where the pedestrian deaths have occurred.

Lieutenant Amsler responded that is correct, but a resolution can be passed by Council to designate a certain portion of roadway as a photo enforcement zone.

Mayor Coffman inquired if these work 24 hours a day.

Lieutenant Amsler answered 24 hours a day, 7 days a week, and can be moved to different areas where they have problems.

CM Lawson asked for confirmation that for these cameras to be on a corridor like Chambers or Smoky Hill, they had to have five years of crash data to be approved.

Lieutenant Amsler responded that is correct.

CM Lawson inquired if it would cover a portion of the roads and not the whole thing.

Lieutenant Amsler understood that to be correct.

MPT Sundberg mentioned a high-profile death on a scooter of a 16-year-old at E Wesley and Dunkirk at night, where he was riding in the bicycle lane, and a block and a half further to the southeast, a gentleman was also killed on the sidewalk walking his dog. He stated those neighbors are pleading for enforcement in that area, and the speed limit is 30 mph there.

CM Gardner expressed that the implication that he does not care about traffic fatalities in the city because he also cares about civil liberties is offensive to him.

MPT Sundberg responded that he did not mention CM Gardner's name, but he did bring up the fact that these high-profile things are not happening on certain roadways, but they are.

CM Gardner noted he was pointing out the hypocrisy of bringing up these high-profile incidents when the devices cannot be placed where they are happening. He stated that they are implying this would be addressing an issue and it would not.

MPT Sundberg asked if he was correct in believing that this type of device can be placed on the 30-mph roadway where there were two fatalities.

Lieutenant Amsler answered yes, it can be on a 30-mph roadway.

Moved by: Françoise Bergan

Second by: Steve Sundberg

Does Council wish to support the approval of this ordinance to amend Sections 134-430 and 134-451 of the City Code pertaining to automated vehicle identification system penalty notices?

Voting Aye: (7): Françoise Bergan, Stephanie Hancock, Danielle Jurinsky, Amsalu Kassaw, Angela Lawson, Ruben Medina, and Steve Sundberg

Voting Nay: (3): Alison Coombs, Crystal Murillo, and Curtis Gardner

12.b Interpreter Fee Amendment – City Code 50-36

2025-87 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 50-36 OF THE CITY CODE PERTAINING TO THE ASSESSMENT OF INTERPRETER FEES AGAINST DEFENDANTS WHO FAIL TO APPEAR FOR TRIAL

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

Staff gave a brief presentation on the item.

CM Coombs commented her main concern is that this increases a fee that specifically only applies to people who need interpretation languages other than English. She said they should be looking at fees that would apply to any person.

CM Bergan asked for clarification this only applies to people who did not show up.

Staff answered yes, only if they fail appear for jury trials.

CM Murillo expressed that if they are a customer service-oriented organization providing interpretation as part of that role, she did not agree with charging a specific fee or an additional fee to people who would need that. She added that people who do not show up in any other situation do not have to pay that fee.

CM Bergan reiterated that it is failure to appear, and they give plenty of opportunities and notices, so if someone cannot show up, then they need to pay the interpreter.

CM Hancock stated that this is an expensive proposition and people know in advance it is coming. She said if they speak a language that requires an interpreter, that is an additional expense to the city and did not understand why they are arguing this, as we should not have to bear that burden and there should be a consequence.

CM Murillo said there are other people who do not show up for court and are not responsible for this fee. She explained that she is not necessarily empathizing with people who do not show up to court, but the issue is that this is a cost only given to a certain constituent and not to everyone.

CM Jurinsky did not believe this proposal was being used as a way to profit off of people's mishaps. She said they are not charging for an interpreter for those who do not need one. She added this is specifically for folks needing an interpreter, because that is a cost that the city is bearing, and are only seeking to be reimbursed for those who fail to appear for their jury trial. She said if there is an emergency or something else, they have the opportunity to have it pushed back, but if they have not contacted their defense attorney and just do not appear, when we have brought in a specialized interpreter, they are only seeking to recoup that cost.

CM Coombs asked where the fee goes when it is charged.

Staff responded that it goes into the General Fund with the rest of their revenue.

CM Coombs voiced that it sounds like they are just profiting from it and dedicating it toward interpretation specifically. She shared that it would make more sense to address the reasons why people are not appearing, as our online docketing system is not particularly user friendly and does not provide clear information for people who are looking for their court date, we do not have virtual court available, and we have inadequate systems related to text reminders and the ability to know if people get them or open them. She expressed that by pursuing this option, they are taking into their General Fund penalty money focused only on people who require an interpreter. She made a motion to continue this item to October 6, 2025, to identify how they could implement other items and look at a fee that applies to all failures to appear.

CM Murillo seconded that substitute motion.

Moved by: Amsalu Kassaw

Second by: Stephanie Hancock

Does the Council support the approval of the ordinance Interpreter Fee Amendment - City Code 50-36?

Voting Aye: (7): 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

Moved by: Alison Combs

Second by: Crystal Murillo

Does Council wish to continue this item to October 6, 2025 Council Meeting?

Voting Aye: (4): Mayor Coffman, Alison Coombs, Ruben Medina, and Crystal Murillo

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

13. FINALIZING OF ORDINANCES

Ordinances not approved unanimously at first reading.

13.a Court Administrator Reporting to the City Manager

2025-85 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, DELEGATING TO THE CITY MANAGER THE AUTHORITY TO APPOINT AND REMOVE THE COURT ADMINISTRATOR

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

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

Staff gave a brief presentation on the item.

MPT Sundberg expressed that they should hold off on this, as the timing is bad and will possibly trigger an immediate act of litigation that could cost the city money through a breach of contract. He stated that he has seen the court administrator try to come in and create positive change and disrupt the status quo and people are threatened. He said she has been undermined and sabotaged at every level and the Human Resources Department and Legal Department has been weaponized against her in false accusations that have cost the city a lot of money. He added she had demonstrated great progress, extended invitations to council members to come visit the detention center and court system and invited an audit within her own realm and department. He felt this should wait and go into a mediated form to talk through a number of issues to save the city from going through a heavy litigious matter.

CM Jurinsky commented that this is a personal matter and not about the position. She noted that even today the court administrator was denied by HR to assign an interim court administrator while she is out on a much-needed surgery, so she now is considering postponing her surgery because her job means so much to her. She shared that it is interesting that the city attorney is saying that he can absolutely defend a breach of contract here, but in speaking with one of the most top-rated employment attorneys in the state, they felt this is absolutely a breach of contract and that we will be sued. She added that she and another council member have brought to the city attorneys' attention that other city staff members are lying about the court administrator. She said this would be a litigation over a hostile work environment, discrimination, and breach of contract. CM Jurinsky expressed that they now have key personnel in this city saying they do not like the city council because they are doing this, and there are subordinates of the court administrator who are ready to walk out over this. She cautioned any council member voting on this without speaking directly to the court administrator and allowing her to explain her side of the story or speaking with her subordinates.

Mayor Coffman explained that this is not a demotion, and the ability to make this decision exists in their charter. He added that this means instead of having 11 bosses, she would have one. He noted that he is here full-time and often left with dealing with differences between different departments and this can be resolved by this reorganization and having one boss, the city manager, who is entrusted to run the operations of this government. He stated that from day one as the mayor, there has always been tension at different levels between different administrators between this position and different departments of city of government, and he had to have meetings on a quarterly basis with all four council appointees to work out those differences. He reiterated that there is no reduction in pay or compensation, and each package was negotiated with a council appointee separately, so none of them are the same, but they can always look at that when they renegotiate those contracts.

CM Coombs noted that before they hired this court administrator, she asked that these not be one position and that they be under the city attorney per policy, because it is a typical system they have and common in pretty much every other jurisdiction in the state. She continues to believe that is the right thing to do.

CM Hancock expressed that as one of the newer members on this council, she did not know what happened previously, but she understood that this court administrator has admirably done her job and has supporters and detractors on both sides. However, she has concerns about some of the areas where the administrator position is in over their head, particularly as it relates to the information technology portion of this job. She expressed that they do not have the requirements stated as to what is needed to be able to effectively run their court, and that is not anything against the court administrator at all, but they need to come up to speed in relation to court with things like video court. She wants to see the court administrator be supported and given the tools she needs to be successful, as she did not feel that she has been given that up to this point. However, in terms of this ordinance, she gets to keep her title, her position, still gets to manage the people, and will now have the additional protection of the city manager to help her be successful.

CM Jurinsky responded that she respected CM Hancock's words, but if she was truly concerned about being brought up the 21st century, she would care that their entire court is not ADA accessible, as when handicapped people come in for jury duty, most of the time we have to dismiss them, and the court administrator has stood up and fought for types of funding like this multiple times. She added that if they think putting her under the city manager is going to provide her with any sort of protection, they are wrong. She shared that when the Public Safety Master Plan was brought forward, her entire organization and every one of her departments were left out of it. She said that this does nothing but demean her, and it can be decided to fire her by one person, instead of a conversation with 11. She pointed out that the court administrator asked for things in her negotiations and was told no, but two male counsel appointees hired after her both got what she was asking for. She added also that not one person took her up on her email offer to meet with her one on one.

Moved by: Curtis Gardner

Second by: Françoise Bergan

Does the Council wish to support the approval of the ordinance relating to the Court Administrator Reporting to the City Manager?

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

Voting Nay: (3): Danielle Jurinsky, Amsalu Kassaw, and Steve Sundberg

Moved by: Mayor Coffman

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, Angela Lawson, Ruben Medina, and Crystal Murillo

Voting Nay: (3): Alison Coombs, Amsalu Kassaw, and Steve Sundberg

14. ANNEXATIONS

15. RECONSIDERATIONS AND CALL UPS

16. GENERAL BUSINESS

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

Peter Schulte, City Attorney

17. REPORTS

17.a Mayor

17.b Council

CM Coombs stated there are people on this council who would like to silence her and have threatened censure numerous times when she uses her first amendment rights and her position to have the right to speak. She said in relation to the death of Rajon Belt-Stubblefield, there have been two press conferences in wit details were revealed and a narrative was given designed to attack a deceased person and give credibility to the idea that their death is justified before the facts were able to be seen. She stated she will continue to speak up when things like this happen, even though people will continue to try to bully, harass, silence, and use whatever mechanisms they have available to try to stop her.

Mayor Coffman added that he and CM Coombs were at a NAACP meeting last Saturday, where they got a very good presentation by the sheriff from the 18th Judicial District, on the process when there is an officer involved shooting, that it goes through a CIRT investigation, that is done outside of the city of Aurora and can take 4 to 6 months. He added that his position is to not make statements about the incident until after the investigation is done.

CM Jurinsky agreed that there are outside investigations going on and they are not just being investigated by APD, as it is a very serious investigation and nobody has all of the facts right now. She concurred that any loss of life is tragic. She said that it is now being made to seem that Jalin Seabron was shot and killed by an Aurora Police Officer, but that is not true, as it was a shooting out of Douglas County. She expressed that she cannot sit back and allow a dog pile on APD, but will accept the outcome of the CIRT investigation, and they will figure out how to move on and heal as a community.

CM Kassaw reported that he had the pleasure of being a part of the Aurora Water Tour a couple of weeks ago, along with CM Bergan, and toured the new Aurora Mental Health Recovery Center. He also invited everyone to attend the upcoming Taste of Ethiopia community event. He voiced that in regard to the shooting, the investigation is under way, and he feels that every loss of life is a tragedy.

CM Murillo shared that she toured the Paris Elementary School project, where the building now serves a place that supports different parts of our youth with mental health, positive outcomes, and a place to go after school. She gave a shoutout to Daniel Sampson of Driven by our Ambitions for the invite to that, and said they still have capacity for organizations, different businesses, and maybe even nonprofits.

She noted they support our diverse youth and try to meet them where they are at, where they work with licensed mental health professionals, and the development programming based on what they are hearing from youth in the community.

MPT Sundberg stated that he saw the Mayor and CM Hancock at TAPS, Tragedy Assistance Program, which raises money for families who have lost a loved one in the military. He visited a new school in Horizon Uptown in Ward 2, which is a P-8 school where staff and students from Clyde Miller will be transferred alongside those from Horizon Uptown, which will start next year. He also visited Aurora Mental Health and Recovery's Pathways to Home and the Highline Canal's unveiling of some tree artwork by a Chilean artist behind Hinkley High School. He mentioned he heard the police chief talking about a taskforce for street takeovers on the radio, which have made 31 arrests and 47 tows. In Ward 2, Parks, Recreation, and Open Space is underway with making 11 very significant improvements to parks and trail systems, which residents are happy about. He voiced that in the shooting of Rajon is a sad situation that he has questions about but will wait until the investigation comes out to ask them. He gave blessings to his family, the officer involved, and the witnesses.

CM Medina announced his town hall on September 9th, at the Center For Active Adults, at 6:30 a.m., where they will have the consent decree talking to the community, as well as traffic. He extended condolences to Rajon Stubblefield's family and said they have the support of the community as they await the outcome. He stated they have to come together collectively to have real dialogue and make things better, and it will take both APD and the community.

CM Hancock reported that she attended the TAPS Gala this past weekend, and said it is great to honor their fallen heroes and remember that their families are impacted as well. She also attended the farm with Mayor Coffman celebrating Aurora's unique history with the Historical Preservation Commission. She voiced that Wednesday, she will be at Goodwill Industries, where adults who are 21 years old or over will be graduating with a high school diploma. She expressed heartfelt condolences to the Stubblefield family, and prayed that the family comes to find peace, closure, and justice, as well as allowing the process to work itself out and keeping in mind that we as a city are united in finding in the truth wherever it may lead.

CM Gardner, CM Lawson, and CM Bergan did not give a report.

18. <u>ADJOURNMENT</u>

Mayor Coffman adjourned the regular meeting of City Council.

____

MIKE COFFMAN, MAYOR

ATTEST:

____

KADEE RODRIGUEZ, CITY CLERK

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

CITY OF AURORA
Council Agenda Commentary

Item Title: Consideration to Appoint Two (2) Youth Members to the Aurora Youth Commission	
Item Initiator: Kadee Rodriguez, City Clerk	
Staff Source/Legal Source: Kadee Rodriguez, City Clerk / Tim Joyce, Assistant City Attorney	
Outside Speaker: N/A	
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: 9/8/2025

Regular Meeting: 9/22/2025

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

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

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☐ Minutes Attached

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

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

The Aurora Youth Commission consists of twenty-two (22) members; sixteen (16) members between the ages of 14-20, and six (6) members must be twenty-one years of age or older. The term length is two (2) years, and members may serve up to four (4) consecutive terms. All eligible applications received within the last year are forwarded to the Commission to be considered for interviews.

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

The Aurora Youth Commission currently has five (5) youth member vacancies and five (5) adult member vacancies. The Commission received four (4) applications and interviews were conducted on August 14, 2025 and August 15, 2025 for the youth vacancies.

Among the applicants were:
Lillian Ray - Youth
Salahdiin Adan - Youth
Abdullahi Adan – Youth
Whitaker Heagerty - Youth

Upon conducting interviews, the Aurora Youth Commission respectfully recommends the appointment of the following candidates:

Lillian Ray (Youth) – 1st term beginning 8/1/2025 and ending on 7/31/2027
Salahdiin Adan (Youth) – 1st term beginning 8/1/2025 and ending on 7/31/2027

FISCAL IMPACT

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

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

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

N/A

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

N/A

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does Council wish to support the appointment of Lillian Ray and Salahdiin Adan to the Aurora Youth Commission?

LEGAL COMMENTS

All boards and commissions shall be appointed by City Council. (City Charter, art III, sec. 3-11 and art. IX, sec. 9-1). The Aurora Youth Commission shall consist of twenty-two (22) voting members. Of the voting members, sixteen (16) members shall be ages 14 through 20. Six (6) voting members shall be adults of the age of 21 or over. The composition of the Commission shall represent school districts, private schools, and home school participation to the extent possible through the nomination process. Commission members must be residents of the City, except that any student currently enrolled in a secondary school within the City is a qualified member regardless of their city of residence. Each Commissioner serves a two-year term. (Aurora, Colo. Code § 2-902). Each commissioner may serve a maximum of four consecutive terms. (Resolution R2025-78). (TJoyce)

MEMORANDUM

City of Aurora

AuroraGov.org

To: Mayor Coffman and Members of City Council

From: David Wagner, Staff Liaison/Supervisor of Youth Services, Aurora Youth Commission

Through: Marcus Bond, City Clerk Analyst
Brian Green, Director, Parks, Recreation and Open Space Department
Wynter Stieger, Acting Recreation Services Manager, Recreation Division, PROS
Donna Hunt, Superintendent of Youth Services, Recreation Programs, PROS

Date: August 22, 2025

Subject: New Appointment to the Aurora Youth Commission

Board or Commission Name: Aurora Youth Commission

Number of Vacancies: 5 youth, 5 adults

Interview Information

Date of Interviews: August 14th, 2025, August 15th, 2025

Applicant Names: Lillian Ray, Salahdiin Adan, Abdullahi Adan, Whitaker Heagerty

Applicants Interviewed: 2 youth

Recommendation

Suggested Appointment: Lillian Ray

Summary: Lillian is a junior at Denver School of the Arts who is passionate about addressing teen loneliness, online safety, and creating meaningful connections, while also believing youth-led service can help Aurora rebuild its image beyond negative national perceptions. She has a strong background in community service, beginning hospital volunteer work at 14 and later taking on more rewarding, interactive roles with patients and volunteers. For the Aurora Youth Commission, she hopes to create a directory of opportunities, such as internships, fellowships, and volunteer programs, to ensure youth don't miss out simply from lack of awareness. Her friends describe her as a Renaissance person with wide-ranging interests, persistence in pursuing unique paths, and a love for lifelong learning, such as teaching herself Korean.

The Aurora Youth Commission strongly supports the appointment of Lillian Ray as a member on the Aurora Youth Commission.

Suggested Appointment: Salahdiin Adan

Salahdiin is passionate about expanding opportunities for young people, noting the lack of accessible activities and working to address community needs through his non-profit, Bright Minds Tutoring, which he co-founded with his brother. Every other Monday, he provides free STEM-based tutoring at low-income housing and is even meeting with Mayor Coffman to discuss the program's impact. For the Aurora Youth Commission, he envisions more low- to no-cost community events such as soccer nights and movie nights, funded through creative fundraising efforts to maximize youth participation. Friends describe him as a well-rounded person who is always eager to help whenever the chance arises.

The Aurora Youth Commission strongly supports the appointment of Salahdiin Adan as a member on the Aurora Youth Commission.

Aurora Youth Commission

Applicant Package - Ward II

Aurora Youth Commission - Ward II

Term 01 Aug 2024 - 31 Jul 2026
Positions Available 9

Number of applicants in this package 1

- Ray, Lillian

Received: 8/1/2025
Ward II Resident & DPS Student
Adams County
Vetted: 8/1/2025
Marcus Bond

Name: Ray, Lillian

Address: [redacted]

Email: [redacted]

Board Name: Aurora Youth Commission

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
[redacted]

How long have you lived in Aurora?:
3-4 years

Are you registered to vote?:

No

Years of Education Completed:
Through junior year of high school

Degree(s) Received:
N/A

College(s) Attended:
N/A

Employer Name:
N/A

Employer Address:
N/A

Current Position:
N/A

Years with Current Employer:
N/A

Work Experience:
I mainly work odd jobs sometimes. Right now I help a charcuterie business with special events every few weeks but have worked as a voice actor and interned at an apothecary in the past.

Certification(s):
None.

How are you involved in your community?:

I am involved in my community through my volunteer work, spending time at the hospital multiple days a week. In this role I have many tasks but my favorite is bringing around a book cart with different comfort items like blankets and hats; games, puzzles, activities, and magazines. I get to knock on the doors of patient rooms, introducing myself and offering any number of the items to patients and their families. Sometimes people want company for extended periods, to offer me their advice as a young person, or have interesting requests to fulfill. The other day a blind woman asked me for batteries for her transistor radio. She didn't need a room with a view, she needed a landscape she could listen to. When I brought them to her, she managed to smile at me, even though she couldn't see where I was in the room. At the hospital, I am consistently awed and humbled by the resilience and adaptability of people in the most trying of times. At some point in everyone's lives they will have to visit or be admitted to a hospital. I was born in one, and have been rushed back to it a few times over the years. In this way, the patient experience is the human experience; the hospital, the pulse point of a community.

List your interests and activities.:
I am highly interested in literature and creative writing. I have been writing seriously for about 8 years and go to DSA where I get to practice what I love every day. I love to read, especially classics, and am constantly trying to expand my vocabulary and knowledge of different time periods. By doing many different things with my time, I hope to become a real Renaissance man. Firstly, I am very interested in linguistics and am currently learning Korean, which I speak at an advanced level. I take classes two times a week online through Auburn University and love the way the language is structured and spoken. In addition, I play the guitar— mainly fingerpicking and playing lead parts. I work with a guitar teacher to enhance my understanding of music theory and one day be able to compose. I also do art in many different media including charcoals, gouache paints, pastels, and ceramics. I have a kick wheel in my garage which I use to throw pots, bowls, and vases. In school, I am the founder and co-editor in chief of the newspaper club, which has been exceedingly difficult to start from scratch with no funding or district support. My goal for this next year is to increase the frequency and cohesiveness of our issues. I am a member of the GSA, and have done Speech and Debate in the past. I love to learn, especially about topics such as anatomy and forensics. I have taken courses online in these areas and love nonfiction books about my interests. Athletic-wise, I play golf frequently and hope to join a team this year.

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 desire this appointment because I have a strong sense of morals and justice, believing in the power of bureaucracy to create changes that align with these values. As a natural leader, I would use my position to advocate for youth, a group that has historically been disserviced in many ways. My creativity and attention to detail would lend itself well to implementing ideas that are innovative and well-thought out. I would be honored to have an outlet for my passion about issues affecting youth and the ability to make measurable impact.

How much time do you anticipate being able to spend on this appointment each month?:
8-10 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:
Moss Kaplan [redacted]

Reference 2: Full Name, Phone Number and Address:
Brenna Wicks [redacted]

Reference 3: Full Name, Phone Number and Address:
Jeffrey Mosier [redacted]

How did you hear about us?:

Other

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

Time of Submission: 08/01/25 1:20:48 PM

Attachments

- Transcript.pdf

- Resume .pdf

Lillian (Lilith) Ray

[redacted]

Education:

Denver School of the Arts, Denver, Colorado
Graduation: May, 2027
GPA (unweighted): 4.0; GPA (weighted): 5.088

Skills:

-Attention to detail

-Hard-working

-Leadership

-Proficient at Technology/Social Media Usage

-Strong Writer

-Good Orator

-Fast-learner

-Driven

-Creative

-Critical Thinker

Activities & Involvement:

Newspaper Club Founder and Co-Editor-in-Chief: 2024-Present

- Worked with school to start club, made posters and attracted members
- Managed a team of 10+ students
- Created and designed a public website
- Came up with a name and logo for the newspaper
- Wrote and edited multiple articles
- Developed new process for publishing issue which will be put in place this year

Gender and Sexuality Alliance Member: 2023, 2025-Present

- engaged in discussions about LGBTQ+ rights

- took part in teamwork/bonding activities
- connected with LGBTQ+ student body members

Korean Classes: 2022-Present

- Took classes twice a week to learn Korean as a foreign language
- Engaged with another culture and its customs
- Participated in Korean speech contests to boost confidence speaking

Pottery Classes: May, 2025

- Took 6 weeks of pottery classes to gain a new skill
- Learned to throw, trim, and glaze pots
- Learned to keep trying at something I'm not natural at

Speech and Debate Member: 2023-2024

- Wrote informative speeches
- Competed against students in other high schools
- Developed skill and confidence in public speaking

Anthropology Intern: Fall, 2023

- Studied with Professor of Anthropology at CU Boulder
- Learned to Write Scientifically
- Presented my findings to my class

Scuba Diving Certification: Summer, 2023

- Did a weekend intensive learning how to safely dive to advance depth
- Completed an open water dive in New Mexico
- Pushed myself physically and mentally
- Learned to conduct myself calmly under intense pressure

<u>Volunteer Experience:</u>

Denver Health Volunteer: December 2023- Present

- Helped with administrative tasks like sorting, labeling, and organizing
- Distributed comfort items to patients
- Learned to maintain a conversation with strangers comfortably
- Had to think on my feet
- Helped alleviate the stress of doctors and nurses
- Provided company to patients for extended periods
- Made maps of the hospital for other volunteers and helped train onboards

- Advocated for the rights of volunteers
- Packed bags of supplies for newborns

Work Experience:

Voice Acting: 2018-Present

- Made multiple successful radio advertisements
- Learned to control my voice
- Had to collaborate with writers and producers to negotiate scripts

Apothecary Internship: 2022-2023

- Learned to interact with customers
- Used phone etiquette and learned to use e-commerce technology
- Restocked shelves and herbs
- Learned about medicinal plants

Charcuterie cart: Summer 2025-Present

- Maintained food safety protocol
- Stocked and restocked the cart
- Learned to work in extreme weather
- Talked with customers and fulfilled orders
- Assisted with cleanup and dissembling the cart

Aurora Youth Commission

Applicant Package - Ward V

Aurora Youth Commission - Ward V

Term 01 Aug 2024 - 31 Jul 2026
Positions Available 9

Number of applicants in this package 1

- Adan, Salahdiin

Received: 06/24/2025
Ward V Resident & Aurora Student
Arapahoe County
Vetted: 06/30/2025
Marcus Bond

Name: Adan, Salahdiin

Address: [redacted]

Email: [redacted]

Board Name: Aurora Youth Commission

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
[redacted]

How long have you lived in Aurora?:
14 Years, all my life!

Are you registered to vote?:

No

Years of Education Completed:
9, Graduate High School 2028

Degree(s) Received:
0

College(s) Attended:
0

Employer Name:
None

Employer Address:
None

Current Position:
None

Years with Current Employer:
None

Work Experience:
None

Certification(s):
None

How are you involved in your community?:
I'm involved in my community by using my voice to lead, educate, and support others. As Vice President and Social Media Manager of the Muslim Student Association at my school, I help organize events that build understanding and unity among students from all backgrounds. I'm also a Junior Captain on the debate team, where I mentor teammates and speak on topics that matter to our generation, like healthcare and social justice. Outside of school, I run a TikTok and Instagram account where I break down medical syndromes and health issues in simple ways so more people, especially youth, can understand them. I'm also starting a nonprofit to raise awareness about basic health rights and HIPAA protections in underserved communities. My goal is to make health knowledge more accessible and help others feel confident when it comes to their care.

List your interests and activities.:
Interests: Healthcare and medicine Public health education Patient rights and HIPAA awareness Social media content creation Community leadership Public speaking and debate Activities: Vice President & Social Media Manager, Muslim Student Association Junior Captain, Debate Team Founder of upcoming nonprofit focused on medical education Creator of TikTok and Instagram content explaining medical syndromes and health topics Volunteering in the community through school events and health education outreach

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?:
I want this appointment because I am committed to making a real difference for the youth of Aurora and all of Colorado. I know firsthand the challenges young people face here, especially around health education, community safety, and equal access to resources. As Vice President of the Muslim Student Association at my school, I create safe spaces and organize events that bring students together across different backgrounds. As a Junior Debate Captain, I develop strong communication skills and lead conversations on issues that matter to our generation. I also run social media accounts that teach medical awareness and patient rights to young people in my community. The Aurora Youth Commission needs members who understand local challenges and can bring bold, actionable ideas. I am ready to listen, lead, and work hard to ensure the voices of Aurora's youth are heard and respected throughout Colorado.

How much time do you anticipate being able to spend on this appointment each month?:
I am available to dedicate as much time as the Aurora Youth Commission needs. I can commit up to 30 hours per week to meetings, events, projects, and any other responsibilities. I want to be fully involved and make a real impact.

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:
Sooyoung Matthews, [redacted]

Reference 2: Full Name, Phone Number and Address:
Rachel Shearer, [redacted]

Reference 3: Full Name, Phone Number and Address:
Mehmet Ates, [redacted]

How did you hear about us?:

News Aurora (water bill newsletter);Channel 8;Word of Mouth

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

Time of Submission: 06/24/25 8:16:56 AM

Attachments

- Salahdiin_Adan_Resume.pdf

Salahdiin Adan

[redacted]

Rising Sophomore at Lotus School for Excellence | GPA: 3.8

Objective

Aspiring healthcare professional passionate about medical equity, patient advocacy, and health education. Dedicated to helping others through leadership, outreach, and healthcare awareness initiatives.

Education

Lotus School for Excellence Rising Sophomore

Expected Graduation: 2027

- GPA: 3.8
- Relevant Coursework: Biology, Health Science, Intro to Debate

Leadership & Extracurricular Activities

Muslim Student Association (MSA)

Vice President & Social Media Manager

- Helped create a welcoming environment for students of all backgrounds
- Organized events focused on mental health, cultural identity, and service
- Managed MSAs social media to engage and inform the school community

Debate Team

Junior Captain

- Mentor to new debaters and assist with argument structure and delivery
- Competed in tournaments, including debates on healthcare and public policy

Medical Awareness Nonprofit (In Progress)

Founder

- Launching a youth-led initiative focused on medical education and patient rights
- Creating resources to teach underserved communities about HIPAA, basic first aid, and how to advocate for themselves in medical settings

Skills

- Public Speaking & Persuasive Communication
- Team Leadership & Mentorship
- Community Engagement & Outreach
- Social Media Management
- Basic Medical & Health Knowledge
- Event Planning & Organization

Aurora Youth Commission

Applicant Package - Ward V

Aurora Youth Commission - Ward V

Term 01 Aug 2024 - 31 Jul 2026
Positions Available 9

Number of applicants in this package 1

- Adan, Abdullahi

Received: 06/24/2025
Ward V Resident & Aurora Student
Arapahoe County
Vetted: 06/30/2025

Marcus Bond

Name: Adan, Abdullahi

Address: [redacted]

Email: [redacted]

Board Name: Aurora Youth Commission

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
[redacted]

How long have you lived in Aurora?:
All 16 years of my life.

Are you registered to vote?:

No

Years of Education Completed:
11

Degree(s) Received:
Expecting High School Diploma next year

College(s) Attended:
0, Taken classes at Community College.

Employer Name:
King Soopers

Employer Address:
4271 S Buckley Rd

Current Position:
Cashier

Years with Current Employer:
1 Year 7 Months

Work Experience:
I work as a cashier and courtesy clerk at King Soopers, where I provide friendly and efficient customer service. I handle cash and electronic transactions accurately and assist with stocking shelves and keeping the store organized. I support my team by helping maintain a clean, welcoming environment for customers. This job has helped me develop strong communication, multitasking, and teamwork skills.

Certification(s):
Food Safety, Money Handling.

How are you involved in your community?:

I'm actively involved in my community through Xisaab Academy, a nonprofit I founded to provide tutoring and academic support to students who need extra help. Through Xisaab Academy, I organize tutoring sessions, create study materials, and mentor younger students to help them improve their skills and confidence in subjects like math and science. This work allows me to give back by empowering others to succeed academically and build a stronger community. Beyond that, I participate in school leadership roles and community events that promote education and equity.

List your interests and activities.:
Interests: Law and international relations Public speaking and debate Community service and leadership Healthcare awareness and education Technology and app development Sports management Activities: Senior Class President President of Muslim Student Association Co-founder and President of Black Student Association Co-founder and President of Ethnic Student Association Captain of the Debate Team Founder of Adan Sports Management Founder of Xisaab Academy (tutoring nonprofit) Participant in MIT Summer Program for App Development Cashier and Courtesy Clerk at King Soopers

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?:
I want this appointment because I am determined to make a real difference for the youth in Aurora. I care deeply about my community and believe young people deserve a strong voice in shaping the future. Through my leadership roles and nonprofit work, I have proven I take action and lead with purpose. This is my chance to stand up, push for positive change, and make sure the needs and ideas of young people are heard and respected. I am ready to work hard, listen, and bring energy and dedication to the Aurora Youth Commission.

How much time do you anticipate being able to spend on this appointment each month?:
I am available to dedicate as much time as the Aurora Youth Commission needs. I can commit up to 30 hours per week to meetings, events, projects, and any other responsibilities. I want to be fully involved and make a real impact.

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:
Sooyoung Matthews, [redacted]

Reference 2: Full Name, Phone Number and Address:
Rachel Shearer, [redacted]

Reference 3: Full Name, Phone Number and Address:
Debbie Yarrow, [redacted]

How did you hear about us?:

News Aurora (water bill newsletter);Channel 8;Word of Mouth

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

Time of Submission: 06/24/25 8:25:27 AM

Attachments

- Abdullahi Resume.pdf

Abdullahi Adan

[redacted]

[redacted]

[redacted] corporate lawyer or diplomat. Passionate about leadership, international relations, and using law and policy to create meaningful change.

Education

Lotus School for Excellence — Rising Senior
Expected Graduation: 2026

- Relevant Coursework: Debate, Political Science, Business, Advanced Math

---

Work Experience

King Soopers — Cashier and Courtesy Clerk
Dec 2023 – Present

- Provide excellent customer service in a fast-paced environment
- Manage transactions efficiently and accurately
- Assist with stocking and organizing store merchandise

Leadership & Extracurricular Activities

Senior Class President

- Elected by peers to represent the senior class and lead student initiatives

Muslim Student Association (MSA) — President

- Lead school-wide cultural and community events promoting inclusion and understanding

Black Student Association — Co-founder and President

- Established a space for cultural empowerment and student advocacy

Ethnic Student Association — Co-founder and President

- Drive events and dialogue promoting diversity and equity

Debate Team — Captain

- Lead competitive debate team with focus on policy and law-related topics
- Ranked 6th in Colorado for Congressional Debate

Founder, Adan Sports Management

- Manage sports-related projects and client relationships

Tutor, Nonprofit Founder

- Founded a tutoring nonprofit to help peers improve academic skills

MIT Summer Program — App Development

- Selected participant in a prestigious technology program

Skills

- Leadership & Team Management
- Public Speaking & Debate
- Customer Service & Communication
- Social Media & Event Planning
- App Development Basics
- Multicultural Competence

Aurora Youth Commission

Applicant Package - Ward VI

Aurora Youth Commission - Ward VI

Term 01 Aug 2024 - 31 Jul 2026
Positions Available 3

Number of applicants in this package 1

- Heagerty, Whitaker

Received: 04/29/2025
Ward VI Resident & Aurora Student
Arapahoe County
Vetted: 04/30/2025
Marcus Bond

Name: Heagerty, Whitaker

Address: [redacted]

Email: [redacted]

Board Name: Aurora Youth Commission

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
[redacted]

How long have you lived in Aurora?:
6 Years

Are you registered to vote?:

No

Years of Education Completed:
Through 9th Grade

Degree(s) Received:
N/A

College(s) Attended:
N/A

Employer Name:
The Coder School

Employer Address:
20269 E Smoky Hill Rd L, Centennial, CO 80015

Current Position:
Instructor

Years with Current Employer:
9 months

Work Experience:
I've only worked with the coder school

Certification(s):
N/A

How are you involved in your community?:
I would like to be more involved, which is why I'm looking to join the Aurora Youth Commission

List your interests and activities.:
I like to play videogames and skateboard

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'm looking to build my resume, and I'd like to get more involved in my community.

How much time do you anticipate being able to spend on this appointment each month?:
Around 5 hours, could be flexible.

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

Yes

If yes, please explain:
Work schedule, but my first Thursdays each month should be available.

Reference 1: Full Name, Phone Number and Address:
Garth Heagerty, [redacted]

Reference 2: Full Name, Phone Number and Address:
Derek, owner of the Coder School, [redacted]

Reference 3: Full Name, Phone Number and Address:
I could provide a teacher reference if required.

How did you hear about us?:

Other

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

Time of Submission: 04/29/25 6:44:34 PM

Attachments

- Whitaker Heagerty Report Card.pdf

CITY OF AURORA
Council Agenda Commentary

Item Title: Consideration to Reappoint One (1) Member to the Library Board	
Item Initiator: Kadee Rodriguez, City Clerk	
Staff Source/Legal Source: Kadee Rodriguez, City Clerk / Tim Joyce, Assistant City Attorney	
Outside Speaker: N/A	
Strategic Outcome: Connected and Engaged: Providing programming, learning resources, and amenities that reflect the rich history and contributions of our vibrant communities.	

COUNCIL MEETING DATES:

Study Session: 9/8/2025

Regular Meeting: 9/22/2025

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

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

---

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as Proposed at Policy Committee

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as Proposed at Study Session

☐ Information Only

☐ Approve Item as Proposed at Regular Meeting

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☐ Minutes Attached

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

The Library board shall have the power to recommend to the City Council such rules and regulations as it shall deem necessary to govern and prescribe the use of the public library and its facilities by the public, and the violation of any such rules and regulations shall be deemed a violation of this Code.

The Library Board consists of seven (7) members appointed by City Council. The term length is three (3) years and members may serve up to two (2) terms. All eligible applications received within the last year are forwarded to the Board to be considered for interviews.

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

The Library Board currently has one (1) vacancy and the Board received five (5) applications.

Among the applicants were:
Jarett Hughes
Brandon Brown
Laurie Krieger
Matt McCormick
Patricia Stockwell

The Library Board respectfully recommends the reappointment of the following candidate:

Jarett Hughes – 1st full term beginning 6/16/2025 and ending on 6/15/2028

FISCAL IMPACT

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

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

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

N/A

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

N/A

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does City Council wish to reappoint Jarett Hughes to the Library Board?

LEGAL COMMENTS

All boards and commissions shall be appointed by City Council. (City Charter, art III, sec. 3-11 and art. IX, sec. 9-1). The library board shall consist of seven members. The term length of each library board member is three years and no member shall serve more than two consecutive terms. (Aurora, Colo. Code § 2-297). (TJoyce)

MEMORANDUM

City of Aurora

AuroraGov.org

To: Mayor Coffman and Members of City Council

From: Patrick Waggoner, Chair

Through: Ginger White Brunetti, Director, Library & Cultural Services and Marcus Bond, City Clerk Analyst

Date: August 20, 2025

Subject: Consideration to Reappoint Member(s) to the Library Board

---

Number of Vacancies: 1

Interview Information

Date of Interviews: N/A

Applicant Names: Jarett Hughes, Brandon Brown, Laurie Krieger, Matt McCormick, Patricia Stockwell

Applicants Interviewed: None

Summary of suggested appointment(s):

Mr. Jarett Hughes submitted a application for reappointment to the Library Board of Trustees on July 6, 2025. The Library Board voted unanimously to keep Mr. Hughes on the Board.

Recommendation

The Library Board strongly supports the reappointment of Jarett Hughes as a member(s) on the Library Board.

Library Board

Applicant Package - Ward IV

Library Board - Ward IV

Term 16 Jun 2025 - 15 Jun 2028
Positions Available 1

Number of applicants in this package 1

- Hughes, Jarett

Received: 07/06/2025
Ward IV Resident & Registered Voter
Arapahoe County
Vetted: 07/09/2025
Marcus Bond

Name: Hughes, Jarett

Address:[redacted]

Email:[redacted]

Board Name: Library Board

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
[redacted]

How long have you lived in Aurora?:
5 years

Are you registered to vote?:

Yes

Years of Education Completed:
18+

Degree(s) Received:
MA Gerontology BA Sociology BA Political Science

College(s) Attended:
University of Northern Colorado Appalachian State University

Employer Name:
State of Colorado - Governor's Office

Employer Address:
200 E Colfax Avenue Denver, CO 80203

Current Position:
Director of Policy and Research

Years with Current Employer:
5

Work Experience:
Governors Office 5 years Strategic Action Planning Group on Aging 4 years

Certification(s):
N/A

How are you involved in your community?:
Currently serve on library board

List your interests and activities.:
Music, arts, child-friendly events (two small kids!)

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

Yes

If yes, enter the board name and position:
Library Borad

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

Yes

Why do you desire this appointment?:
I joined at the end of an expiring term and we have a lot of work ahead of us the next few years!

How much time do you anticipate being able to spend on this appointment each month?:
3-5 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:
Nikky Pate[redacted]

Reference 2: Full Name, Phone Number and Address:
Patrick Waggoner[redacted]

Reference 3: Full Name, Phone Number and Address:
Shepard Neve[redacted]

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:
Jarett Hughes

Time of Submission: 07/06/25 5:01:06 PM

Library Board

Applicant Package - Ward I

Library Board - Ward I

Term 16 Jun 2022 - 15 Jun 2025
Positions Available 1

Number of applicants in this package 1

- Brown, Brandon

Received: 03/9/2025
Ward I Resident & Registered Voter
Arapahoe County
Vetted: 3/10/2025

Marcus Bond

Name: Brown, Brandon

Address: [redacted]

Email: [redacted]

Board Name: Library Board

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
[redacted]

How long have you lived in Aurora?:
9.5 years

Are you registered to vote?:

Yes

Years of Education Completed:
20

Degree(s) Received:
BS in Biology MS in Clinical Laboratory Science

College(s) Attended:
Loyola Marymount University Rutgers University-School of Health Professions

Employer Name:
Colorado Health Network

Employer Address:
936 E. 18th Ave, Denver, CO. 80218

Current Position:
Prevention Services Coordinator

Years with Current Employer:
8 months

Work Experience:
Provide individualized risk reduction counseling to PWUD (People Who Use Drugs), as well as people living with HIV/AIDS; members of the LGBTQ+ community; people experiencing or at risk for homelessness; and other populations that may benefit from education and services related to sexual health and/or harm reduction. Provide in-person support during the operation of the syringe access program including, but not limited to, safe disposal; distribution of syringes and safe injection/snorting supplies; overdose education; data entry; and intakes. Maintains current understanding of overdose, HIV/HCV/STI prevention issues and trends. Maintains and develop community partnerships & referral network of PWUD support/preventions services and provides linkage to care as needed. Ventures out on community outreach to access the broader PWUD population and provide services/referrals within the Denver Metro Area.

Certification(s):
MLS (American Society of Clinical Pathology)

How are you involved in your community?:

I'm deeply involved in the community through my work at Colorado Health Network, where I coordinate prevention services focused on harm reduction and public health. My role includes ensuring clients receive essential services while navigating operational challenges like confidentiality, high client volume, and resource management. Beyond my job, I'm engaged in leadership development through the Queer Compass Leadership Cohort 2 and the Urban Leaders Foundation of Colorado Connect Leadership Program 2025 Cohort. I am also a previous Piton Mid-Career Fellow through Gary community ventures.

List your interests and activities.:
Reading Movies Attending entertainment events (Sports, concerts, comedy shows) Trying new craft breweries

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

Yes

If yes, enter the board name and position:
Health Equity Leadership Council Member via ONE Colorado

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

No

Why do you desire this appointment?:
I believe libraries are more than just places to borrow books—they are community hubs that provide access to information, education, and resources for all. As someone deeply involved in public health, health equity, harm reduction, and leadership development, I see the library as a powerful tool for equity and empowerment. With my background in community outreach and prevention services, I understand the importance of making resources accessible to underserved populations, including LGBTQ+ individuals, people experiencing homelessness, and those impacted by systemic barriers. I want to help shape policies and programs that ensure the library remains inclusive, forward-thinking, and responsive to the evolving needs of Aurora's diverse residents. Serving on the board would allow me to use my leadership skills to advocate for expanded community programming, partnerships with local organizations, and innovative ways to make the library a welcoming space for all. I see this as an opportunity to merge my passion for equity, education, and public service in a meaningful way.

How much time do you anticipate being able to spend on this appointment each month?:
20

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:
Ben Bloom, [redacted]

Reference 2: Full Name, Phone Number and Address:
Tony Lucero, [redacted]

Reference 3: Full Name, Phone Number and Address:
Daniel Harper,[redacted]

How did you hear about us?:

Other

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

Time of Submission: 03/09/25 1:53:12 PM

Attachments

- Brandon JW Brown Resume.pdf

BRANDON BROWN

[redacted]

Public Health professional with experience in staff training/education, leadership, laboratory IT, laboratory compliance, translational research, and graduate instruction in healthcare policy.

Education

Executive MBA Candidate, *Quantic School of Business and Technology-2026*
MS, Clinical Laboratory Science*, Rutgers University-School of Health Professions, Newark, NJ-2019*
BS, Biology*, Loyola Marymount University, Los Angeles, CA-2008*

Experience

Colorado Health Network, Denver, CO. — 07/2024-Present

Prevention Services Coordinator

- Provide individualized risk reduction counseling to PWUD (People Who Use Drugs), as well as people living with HIV/AIDS; members of the LGBTQ+ community; people experiencing or at risk for homelessness; and other populations that may benefit from education and services related to sexual health and/or harm reduction.
- Provide in-person support during the operation of the syringe access program including, but not limited to, safe disposal; distribution of syringes and safe injection/snorting supplies; overdose education; data entry; and intakes.
- Maintains current understanding of overdose, HIV/HCV/STI prevention issues and trends.
- Maintains and develop community partnerships & referral network of PWUD support/preventions services and provides linkage to care as needed.
- Ventures out on community outreach to access the broader PWUD population and provide services/referrals within the Denver Metro Area.

Denver Health, Denver, CO. — 06/2022-06/2024

Medical Laboratory Scientist-Core Lab

- Review of core lab delta and critical values to assure compliance with Joint Commission standards.
- Perform Analytical Measurement Range Verifications on all analytes in Chemistry Dept. via statistical package EP Evaluator.
- Maintains laboratory compliance with all applicable regulations.
- Perform routine maintenance and calibration on testing equipment.

Vitalant Research Institute, Denver, CO. — 06/2019-06/2022

Research Associate III

- Authored & performed validations and software upgrades for the research & development department for the Sysmex XN-1000PR, BD FACSLyric, centrifuges, and analytical balances.
- Authored, reviewed, and revised quick guides, policies, processes, & SOPs.
- Served as interim Flow Cytometry Team Lead (02/2022-06/2022) & signed off on reports released to clients.
- Responsible for administering/directing training for new employees as a Corporate Trainer.
- Designed the policy for collecting blood samples from donors post-Covid-19 infection.
- Inventory Management (planning, procurement, tracking, optimization, & storing).
- Served as interim Clinical Research Coordinator (01/2022-06/2022) & organized/recorded test data/database for report generation for internal/external clients.
- Completed supporting documentation for manufacturing & testing procedures, including data capture forms, equipment forms, and electronic databases.
- Drafted technical documents such as deviation reports, corrective action reports, and trend analyses.

[redacted]

Rocky Mountain Regional VA Medical Center, Aurora, CO. 05/2018-05/2019

Laboratory Information Manager

- Develop department goals, objectives, and procedures with key stakeholders.
- Part of strategic planning team for test utilization, to achieve operational goals and identify improvements in day-to-day operations of the Clinical & Anatomical Pathology Labs.
- Project planned & managed LIS-related projects across all departments within the laboratory.
- Designed, built, tested, implemented, and maintained test coding, mapping, and workload recording for laboratory resulting, productivity & efficiency reporting.
- Responsible for compliance with regulatory agency requirements (CLIA/CAP) related to information systems and performed LIS audits as needed.
- Coordinate with internal departments and customers to keep operations running smoothly and solve both routine and complex issues.
- Integral part of the transition team that oversaw and brought up the clinical & anatomical laboratory in the new facility.

UCHealth, Aurora, CO. 06/2013-02/2018

Medical Laboratory Scientist-Transfusion Services ***2015-2018***

- Project Lead/Subject Matter Expert for the implementation of EPIC & SafeTrace Tx Lab Information Systems.
- Lab Ambassador to specific nursing units to educate RNs on transfusion medicine lab policies & practices.
- Performed transfusion audits per organization policy.
- Provided the Transfusion Medicine Manager C:T ratios quarterly to inform lab & medicine specialties administration data to inform better blood product utilization institution wide.

Areas Of Expertise

- PWUD counseling, Motivational interviewing, Community Engagement, Staff education/training, Project Management, Research/Research Coordination, Data Collection & Management, Quality Assurance, Laboratory Medicine Theory, Strong Analytical & Troubleshooting Skills, Experience working in remote/office/clinical settings, and Phlebotomy.

Fellowships/Councils/Boards

Health Equity Leadership Council via One Colorado, Denver, CO. 10/2024-Present

Council Member

- Recommend policies, plans, and practices important to the LGBTQAI+2S community for One Colorado health equity efforts.
- Advise One Colorado on urgent, emergent, and non-urgent matters relating to the LGBTQAI+2S health equity.

Mid-Career Piton Fellowship via Gary Community Ventures, Denver, CO. 01/2024-09/2024

Fellow

- The Mid-Career Cohort is for leaders with 10+ years of experience that are open to learn, connect, & develop with a network of peers and experts on their leadership journey. Fellows deeply engage in individual and collective work that centers personal and professional development, human-centered systems awareness, racial equity, expanded social capital, knowledge and understanding of key issues faced by communities throughout metro Denver.

Library Board

Applicant Package - Ward IV

Library Board - Ward IV

Term 16 Jun 2022 - 15 Jun 2025
Positions Available 3

Number of applicants in this package 1

- Laurie Krieger, Laurie Krieger

Received: 05/13/2025
Ward IV Resident & Registered Voter
Arapahoe County
Vetted: 05/14/2025
Marcus Bond

Name: Laurie Krieger, Laurie Krieger

Address: [redacted]

Email: [redacted]

Board Name: Library Board

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
NA

How long have you lived in Aurora?:
44 years

Are you registered to vote?:

Yes

Years of Education Completed:
20

Degree(s) Received:
AAS

College(s) Attended:
CCA, RRCC, ACC, Metro

Employer Name:
NA

Employer Address:
NA

Current Position:
NA

Years with Current Employer:
NA

Work Experience:
Education

Certification(s):
NA

How are you involved in your community?:
Volunteer with the Libraries

List your interests and activities.:
Crafts, Singing, Teaching,

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?:

No

Why do you desire this appointment?:
Hoping I can make a diffrence

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

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:
Deanna Flor [redacted]

Reference 2: Full Name, Phone Number and Address:
Rose Shipley [redacted]

Reference 3: Full Name, Phone Number and Address:
Maddie Florkowski [redacted]

How did you hear about us?:

Other

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

Time of Submission: 05/14/25 1:25:23 AM

Library Board

Applicant Package - Ward V

Library Board - Ward V

Term 16 Jun 2025 - 15 Jun 2028
Positions Available 1

Number of applicants in this package 1

- McCormick, Matt

Received: 08/18/2025
Ward V Resident & Registered Voter
Arapahoe County
Vetted: 08/18/2025
Marcus Bond

Name: McCormick, Matt

Address: [redacted]

Email:[redacted]

Board Name: Library Board

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
[redacted]

How long have you lived in Aurora?:
6 years

Are you registered to vote?:

Yes

Years of Education Completed:
Bachelor's

Degree(s) Received:
Bachelor of Fine Arts in Musical Theatre

College(s) Attended:
Southern Illinois University

Employer Name:
N/a

Employer Address:
N/A

Current Position:
N/a

Years with Current Employer:
n/a

Work Experience:
Formerly 6 years with St. Francis Center, as homeless services provider

Certification(s):
CPR, Mental Health First Aid, Project Managment

How are you involved in your community?:
Formerly on the Aurora Fox Arts Board, Formerly Cultural Affairs Commission, frequently email council and mayor regarding city issues.

List your interests and activities.:
Reading, film, cooking, baking, gardening, Travel

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 believe in libraries. I love the library and I think that Aurora library is the little engine that could. I want to advocate and work for the interests of the library. I also believe in civic engagement and this fits both goals.

How much time do you anticipate being able to spend on this appointment each month?:
< 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:
Emily Haskins, [redacted]

Reference 2: Full Name, Phone Number and Address:
Brynn Weissner,[redacted]

Reference 3: Full Name, Phone Number and Address:
Raul Apodaca Madrid [redacted]

How did you hear about us?:

Other

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

Time of Submission: 08/18/25 1:14:17 PM

Library Board

Applicant Package - Ward IV

Library Board - Ward IV

Term 16 Jun 2022 - 15 Jun 2025
Positions Available 1

Number of applicants in this package 1

- Stockwell, Patricia

Received: 04/25/2025
Ward IV Resident and Registered Voter
Arapahoe County
Vetted: 04/29/2025
Marcus Bond

Name: Stockwell, Patricia

Address: [redacted]

Email: [redacted]

Board Name: Library Board

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
[redacted]

How long have you lived in Aurora?:
2 months

Are you registered to vote?:

Yes

Years of Education Completed:
College

Degree(s) Received:
Associate of social science Associate of general studies

College(s) Attended:
Berkshire Community College pikes Peak Community College

Employer Name:
Pikes Peak Community College

Employer Address:
5675 S Academy Blvd

Current Position:
Head of Technical Services (library)

Years with Current Employer:
30+

Work Experience:
Ran the Technical Service office, archivist, collection development, cataloging and maintenance of library holdings

Certification(s):
None

How are you involved in your community?:
Just got here but real interested in making a difference and staying busy with the library community

List your interests and activities.:
Reading, crocheting and playing with my great grandchildren

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?:
To be involved in my local community

How much time do you anticipate being able to spend on this appointment each month?:
20 to 30 hours a month

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:
Darian Gray[redacted]

Reference 2: Full Name, Phone Number and Address:
Linda Bolling[redacted]

Reference 3: Full Name, Phone Number and Address:
Debbie Larkin[redacted]

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:
Patricia Stockwell

Time of Submission: 04/25/25 4:11:06 PM

CITY OF AURORA
Council Agenda Commentary

Item Title: Per and Polyfluoroalkyl Substances (PFAS) Grant (Resolution)	
Item Initiator: Luz Lopez, Grants Coordinator, Aurora Water	
Staff Source/Legal Source: Luz Lopez, Grants Coordinator, Aurora Water/Ian Best, Assistant City Attorney	
Outside Speaker: N/A	
Strategic Outcome: Healthy: Connecting natural and built environments with multimodal networks, ensuring access to parks and recreation, and preserving sustainable water supplies.	

COUNCIL MEETING DATES:

Study Session: 9/8/2025

Regular Meeting: 9/22/2025

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Luz Lopez, Grants Coordinator, Aurora Water / Ian Best, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Water Policy

Policy Committee Date: 8/20/2025

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☒ Minutes Not Available

☐ Minutes Attached

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

On August 20, 2025, the Water Policy Committee supported moving an Intergovernmental Grant Agreement for the treatment of PFAS/PFOS forward to the September 8, 2025 Study Session.

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

This project serves to address health concerns related to per-fluoroalkyl and poly-fluoroalkyl substances (PFAS) detected in the Cherry Creek Wellfield water source. We are in the process of getting a treatment facility built in order to meet quality standards regarding PFAS. The Environmental Protection Agency (EPA) has released funding through the Infrastructure Investment and Jobs Act (IIJA) for the Emerging Contaminants for Small or Disadvantaged Communities Grant Program, managed by Colorado Department of Public Health and Environment (CDPHE), Water Quality and Control Division (WQCD). Through this grant, the CDPHE has awarded Aurora Water $18,449,228 in grant funding, we request approval to accept these funds in order to build the PFAS treatment facility.

FISCAL IMPACT

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

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

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

A grant cost center will be created once the grant is approved. The current total budgeted amount ($11,400,000.00) for the Cherry Creek PFAS Treatment facility will be transferred to the newly created cost center. The grant will reimburse Aurora Water for 100% of the project cost.

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.)

Aurora Water will need to allocate additional budget in the 2026 and 2027 capital budget for the Water Fund to fund the total amount of $18,449,228 for construction costs. Currently, there is $5,700,000 budgeted in 2026 and 2027. The total budgeted amount will be transferred to the new grant cost center once the contract is fully executed. Funding received from the PFAS grant for this project will go back to the Capital Budget.

Current budgeted Cost Center CC-52616 FD-505 SC-68410

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does Council support moving an Intergovernmental Grant Agreement for the treatment of PFAS/PFOS forward to the September 22, 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, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF AN INTERGOVERNMENTAL GRANT AGREEMENT BETWEEN THE CITY OF AURORA COLORADO ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT REGARDING GRANT FUNDS TO PLAN, DESIGN, AND CONSTRUCT PUBLIC WATER INFRASTRUCTURE FOR TREATMENT OF PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS)

WHEREAS, the Colorado Department of Public Health and Environment ("CDPHE") and the City of Aurora, acting by and through its Utility Enterprise ("Aurora Water") wish to enter into an intergovernmental agreement ("Agreement") allowing Aurora Water to use CDPHE grant funds to plan, design, and construct public water system infrastructure for treatment of perfluoroalkyl and polyfluoroalkyl substances ("PFAS") affecting Aurora Water's Cherry Creek Wells; and

WHEREAS, the CDPHE invited applications seeking grant funding for projects intended to reduce the risks associated with PFAS across Colorado state waters; and

WHEREAS, Aurora Water submitted an application and was approved for grant funding to assist with planning, design, and construction of public water system infrastructure used for treatment of identified PFAS in Aurora Water's Cherry Creek Wells; and

WHEREAS, the CDPHE has awarded Aurora Water eighteen million four hundred forty-nine thousand two hundred twenty-eight dollars ($18,449,228) for use to assist in the planning, design and construction of PFAS treatment infrastructure in Aurora Water's Cherry Creek Wells; and

WHEREAS, the Agreement sets forth the parameters of the grant from CDPHE to Aurora Water; and

WHEREAS, the work funded through the grant contemplated in the Agreement will be beneficial to the health, safety, and welfare of the residents of the City of Aurora; and

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

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

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

Section 1. The Intergovernmental Grant Agreement between Aurora Water and the Colorado Department of Public Health and Environment regarding grant funds for Cherry Creek Wells PFAS treatment infrastructure is hereby approved.

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

Section 3. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

Section 4. That the Mayor of Aurora, City Clerk, and City Attorney are authorized to take such action and to execute such documents as necessary to implement the intent of this Resolution.

RESOLVED AND PASSED this _____ day of ___________________ 2025.

____
MIKE COFFMAN, Mayor

ATTEST:

____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Ian J Best RLA
IAN BEST, Assistant City Attorney

STATE OF COLORADO INTERGOVERNMENTAL GRANT AGREEMENT
DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT
Cover Page

State Agency Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, Colorado 80246	**Grantee:** City of Aurora, acting by and through its Utility Enterprise, Aurora Water 26791 E Quincy Ave. Aurora, Colorado 80016 **Grantee UEI: E545NS9NYAY7**
Grant Number 2026*0860	**Grant Performance Beginning Date** The later of the Effective date or July 7, 2025
Grant Agreement Maximum Amount **Initial Term** 07/07/2025-01/28/2027 $18,449,228.00 **Grant Agreement Maximum Amt** $18,449,228.00	**Grant Agreement Expiration Date** January 28, 2027 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** from its Performance Beginning Date. **Fund Expenditure End Date** 09/30/2029
Pricing/Funding **Price Structure:** Cost Reimbursement **Contractor Shall Invoice** Quarterly **Funding Source:** **Federal** $18,449,228.00 If the funding source shows only non-federal funds, all references in this grant agreement to federal funds, federal awards, and federal awarding agency will not apply.	**Grant Authority** FAIN & Short Description: Colorado Department of Public Health & Environment - Emerging Contaminants in Small and Disadvantaged Communities - Address PFAS contaminant challenges – 2023-2026 Federal Award Date: 11/21/2023 Subaward Period of Performance: Shown in Beginning Date and Initial Expiration Date Subaward Budget Period: Shown in Beginning Date and Initial Expiration Date Total Federal Funds Obligated: $18,449,228.00 CFDA # & Title: 66.442 - Water Infrastructure Improvements for the Nation Small and Underserved Communities Emerging Contaminants Grant Program. Solicitation Information: RFA#42483B.
Representative for State Division, Unit Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, CO 80246 email@state.co.us	**Representative for Grantee** Earl Wilkinson, Interim Director of Public Works City of Aurora 26791 E Quincy Ave. Aurora, Colorado 80016 lwilkins@auroragov.org

Grant Purpose

The Contractor shall utilize this funding to complete a Tier 2 Infrastructure project in order to mitigate PFAS to be able to once again utilize the Cherry Creek Wellfield water source in order to benefit the communities that receive drinking water from this source.

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Grant:

1. Exhibit A, Additional Provisions
2. Exhibit B, Statement of Work
3. Exhibit C, Budget
4. Exhibit D, Grant Federal Provisions

5. Exhibit E, Sample Option Letter

In the event of a conflict or inconsistency between this Grant and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Exhibit D, Grant Federal Provisions
2. Colorado Special Provisions in **§18** of the main body of this Agreement.
3. The provisions of the other sections of the main body of this Agreement.
4. Exhibit B, Statement of Work.
5. Exhibit E, Sample Option Letter.
6. Exhibit C, Budget.
7. Exhibit A, Additional Provisions.

SIGNATURE PAGE

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

GRANTEE	**STATE OF COLORADO**
City of Aurora, acting by and through its Utility Enterprise, Aurora Water	Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director
____________________ By: Signature	____________________ By: Signature
____________________ Mike Coffman, Mayor of Aurora	____________________ Name of Executive Director Delegate
____________________ Mayor of Aurora, Colorado	____________________ Title of Executive Director Delegate
Date: ________________	Date: ________________
Approved as to Form for Aurora Water: Date: Ian J. Best ACS#: 25015221	

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

____
By: Signature

____

GRANTEE	STATE OF COLORADO
City of Aurora, acting by and through its Utility Enterprise, Aurora Water	Jared S. Polis, Governor Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director
____ By: Signature	____ By: Signature
____ Mike Coffman, Mayor of Aurora	____ Name of Executive Director Delegate
____ Mayor of Aurora, Colorado	____ Title of Executive Director Delegate
Date: _________________________	Date: _________________________
Approved as to Form for Aurora Water: Date: _________________________ ACS#:	

Name of State Controller Delegate

____

Title of State Controller Delegate

Effective Date: __________________

Grant

As of the Effective Date, the State Agency shown on the first page of this Grant Agreement (the "State") hereby obligates and awards to Grantee shown on the first page of this Grant Agreement (the "Grantee") an award of Grant Funds in the amounts shown on the first page of this Grant Agreement. By accepting the Grant Funds provided under this Grant Agreement, Grantee agrees to comply with the terms and conditions of this Grant Agreement and requirements and provisions of all Exhibits to this Grant Agreement.

1. Term

A. Initial Grant Term and Extension

The Parties' respective performances under this Grant Agreement shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Agreement. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in the Statement of Work Exhibit.

B. Early Termination in the Public Interest

The State is entering into this Grant Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Agreement ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Agreement are not appropriated, or otherwise become unavailable to fund this Grant Agreement, the State, in its discretion, may terminate this Grant Agreement in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Agreement that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Agreement that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Agreement by the State for breach by Grantee.

C. Grantee's Termination Under Federal Requirements

Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

D. Extension Terms - State's Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in this Grant (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to Sample Option Letter attached to this Grant.

2. Definitions

The following terms shall be construed and interpreted as follows:

A. **"Agreement"** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

B. **"Award"** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

C. **"Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, 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 Grantee, or the appointment of a receiver or similar officer for Grantee 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 Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

D. "**Budget**" means the budget for the Work described in Exhibit C.

E. "**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 listed in §24-11-101(1) C.R.S.

F. "**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.

G. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1 *et seq.*, C.R.S.

H. "**Cost Sharing**" means a portion of project costs not paid under this Subaward. This includes match which refers to required levels of cost share that must be provided (2 CFR 200.306).

I. "**Grant Agreement**" means this Agreement which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

J. "**Grant Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Agreement.

K. "**Grant Expiration Date**" means the Grant Expiration Date shown on the first page of this Grant Agreement.

L. "**Grant Issuance Date**" means the Grant Issuance Date shown on the first page of this Grant Agreement.

M. "**Exhibits**" exhibits and attachments included with this Grant as shown on the first page of this Grant

N. “**Extension Term**” means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Agreement

O. “**Federal Award**” means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Regulations by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

P. “**Federal Awarding Agency**” means a Federal agency providing a Federal Award to a Recipient. Insert Federal Awarding Agency's Full Legal Name and Acronym is the Federal Awarding Agency for the Federal Award which is the subject of this Grant.

Q. “**Goods**” means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

R. “**Incident**” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

S. “**Initial Term**” means the time period between the Grant Issuance Date and the Grant Expiration Date.

T. “**Party**” means the State or Grantee, and “Parties” means both the State and Grantee.

U. “**PCI**” means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.

V. “**PHI**” means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(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.

W. “**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 at § 24-74-102, et. seq., C.R.S.

X. “**Recipient**” means the State Agency shown on the first page of this Grant Agreement, for the purposes of the Federal Award.

Y. “**Services**” means the services to be performed by Grantee as set forth in this Grant Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.

Z. "**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, 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.

AA. "**State Fiscal Rules**" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.

BB. "**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.

CC. "**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.

DD. "**Sub-Award**" means this grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

EE. "**Subcontractor**" means third-parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees.

FF. "**Subrecipient**" means an entity that receives a Sub-Award from a pass-through entity to carry out part of a Federal award., The term subrecipient does not include a beneficiary or participant. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Grant, Grantee is a Subrecipient.

GG. "**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.

HH. "**Uniform Guidance**" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to the Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

II. "**Work**" means the delivery of the Goods and performance of the Services described in this Grant Agreement.

JJ. "**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 Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

3. Statement of Work

Grantee shall complete the Work as described in this Grant Agreement and in accordance with the provisions of Exhibit B. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Agreement.

4. Payments to Grantee

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount for each State Fiscal Year shown on the first page of this Grant Agreement. 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. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Matching Funds.

Grantee shall provide the Local Match Amount shown on the first page of this Grant Agreement and described in Exhibit C (the "Local Match Amount"). Grantee's obligation to pay all or part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purpose of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant Agreement each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Grant Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

D. Reimbursement of Grantee Costs

Upon prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Agreement for all allowable costs described in this Grant Agreement and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Grant Agreement or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall reimburse Grantee for the Federal share of properly documented allowable costs related to the Work after the State's review and approval thereof, subject to the provisions of this Grant. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out.

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within 1 year and 90 days after the Grant Expiration Date due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

F. Option to Increase or Decrease Maximum Amount

The State has the Option to increase or decrease the statewide quantity of Goods and Services based upon the rates established in this Grant Agreement, and increase or decrease the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to Sample Option Letter attached to this Grant Agreement. Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Grant Agreement. 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 this Grant Agreement.

5. Reporting - Notification

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in **§5.E**, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

6. Grantee Records

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Agreement using procedures as determined by the State. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. If Grantee enters into a subcontract or subgrant with an entity that would also be considered a Subrecipient, then the subcontract or subgrant entered into by Grantee shall contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

7. Confidential Information-State Records

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Agreement. Grantee 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 Grantee or any of its Subcontractors will or may receive the following types of data, Grantee 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 Grant 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 Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee 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 Grant Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee'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 Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it 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. After an Incident, Grantee 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.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee 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. Grantee 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 attached hereto as Exhibit __ on an annual basis Contractor's duty and obligation to certify as set forth in Exhibit __ 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, the 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.

8. Conflicts of Interest

Grantee 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 Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

9. Insurance

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

10. Breach of Agreement

In the event of a breach of agreement, the aggrieved party shall give written notice of breach of agreement to the other party. If the notified party does not cure the breach, 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 agreement to the contrary, the state, in its discretion, need not provide notice or a cure period and may immediately terminate this agreement in whole or in part or institute any other remedy in this agreement in order to protect the public interest of the state; or if grantee 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 agreement in whole or in part or institute any other remedy in this agreement as of the date that the debarment or suspension takes effect.

11. Remedies

A. State's Remedies

In addition to any remedies available under any exhibit to this grant agreement, if grantee is in breach under any provision of this agreement 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 agreement 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

In the event of grantee's uncured breach, the state may terminate this entire agreement or any part of this agreement. Additionally, if grantee fails to comply with any terms of the federal award, then the state may, in its discretion or at the direction of a federal awarding agency, terminate this entire agreement or any part of this agreement. Grantee shall continue performance of this agreement to the extent not terminated, if any.

The State may also terminate this grant agreement at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

a. Obligation and Rights

To the extent specified in any termination notice, Grantee 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, Grantee 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 Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee 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 Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee'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 Agreement had been terminated in the public interest under **§2.B**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee 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 Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee 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 Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee'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. Removal

Demand immediate removal of any of grantee's employees, agents, or subcontractors from the work whom the state deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this agreement is deemed by the state to be contrary to the public interest or the state's best interest.

e. 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, grantee shall, as approved by the state (i) secure that right to use such work for the state and grantee; (ii) replace the work with non-infringing work or modify the work so that it becomes non-infringing; or, (iii) remove any infringing work and refund the amount paid for such work to the state.

f. Collection of Unallowable Costs (2 CFR 200.410)

Payments made for costs determined to be unallowable by either the awarding Federal agency, cognizant agency for indirect costs, or pass-through entity must be refunded with interest to the Federal Government. Unless directed by Federal statute or regulation, repayments must be made in accordance with the instructions provided by the Federal agency or pass-through entity that made the allowability determination. See §§ 200.300 through 200.309, and § 200.346.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §11 and the dispute resolution process in **§13** shall have all remedies available at law and equity.

12. Dispute Resolution

Except as herein specifically provided otherwise or as required or permitted by federal regulations related to any Federal Award that provided any of the Grant Funds, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

13. Notices and Representatives

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Agreement shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§13**.

14. Rights in Work Product and Other Information

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

15. Governmental Immunity

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their 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.

16. General Provisions

A. Assignment

Grantee's rights and obligations under this Grant 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 Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Agreement.

B. Captions and References

The captions and headings in this Grant Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Agreement 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.

C. Entire Understanding

This Grant Agreement 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 Grant Agreement.

D. Modification

The State may modify the quantities of this Grant by issuance of an option letter, which shall be effective following receipt of the executed option letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Grant Agreement 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 Grant Issuance Date. Grantee 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. Digital Signatures

If any signatory signs this agreement 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.

G. Severability

The invalidity or unenforceability of any provision of this Grant Agreement shall not affect the validity or enforceability of any other provision of this Grant Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Agreement Terms

Any provision of this Grant Agreement that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Agreement, 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.

K. Accessibility

i. 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 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.

ii. 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 OIT pursuant to Section §24-85-103 (2.5), C.R.S.

L. Federal Provisions

Grantee shall comply with all applicable requirements of Exhibit D at all times during the term of this Grant.

18. Colorado Special Provisions (Colorado Fiscal Rule 3-3)

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), 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 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 (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. Compliance with Law.

Contractor shall 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.

ADDITIONAL PROVISIONS
To Original Contract Routing Number 2026*0860

These provisions are to be read and interpreted in conjunction with the provisions of the Contract specified above.

I. Invoicing Provisions:

To receive compensation under the Contract, the Contractor shall submit a signed Quarterly CDPHE Reimbursement Invoice Form. This form is accessible from the CDPHE internet website https://www.colorado.gov/pacific/cdphe/standardized-invoice-form-and-links and is incorporated and made part of this Contract by reference. CDPHE will provide technical assistance in accessing and completing the form. The CDPHE Reimbursement Invoice Form and Expenditure Details page must be submitted no later than forty-five (45) calendar days after the end of the billing period for which services were rendered. Expenditures shall be in accordance with this Statement of Work and Budget.

The Contractor shall submit the invoice using the following method:

Scan the completed and signed CDPHE Reimbursement Invoice Form into an electronic document. Email the scanned invoice with the Excel workbook containing the Expenditure Details page to Program Coordinator cdphe_wqcd_contracts+infra@state.co.us

Final billings under the Contract must be received by the State within a reasonable time after the expiration or termination of the Contract; but in any event no later than forty-five (45) calendar days from the effective expiration or termination date of the Contract.

Unless otherwise provided for in the Contract, "Local Match", if any, shall be included on all invoices as required by funding source.

The Contractor shall not use federal funds to satisfy federal cost sharing and matching requirements unless approved in writing by the appropriate federal agency.

Contractor shall request prior approval in writing from the State for all modifications to the Statement of Work, or for any modification to the direct costs in excess of twenty-five percent (25%) of the total budget for direct costs, or for any modifications to the indirect cost rate. Any request for modifications to the Budget in excess of twenty-five percent (25%) of the total budget for direct costs, or any modifications to indirect cost rates, shall be submitted to the State at least ninety (90) days prior to the end of the contract period and will require a modification in accordance with the provisions of this Contract.

II. Acceptance of Deliverables – Time Limit:

a. Evaluation Period. The State shall have 30 calendar days from the date a deliverable is delivered to the State by the Contractor to evaluate that deliverable, except for those deliverables that have a different time negotiated by the State and the Contractor.

b. Notice of Defect. If the State believes in good faith that a deliverable fails to meet the design specifications for that particular deliverable, or is otherwise deficient, then the State shall notify the Contractor of the failure or deficiencies, in writing, within 30 calendar days of: 1) the date the deliverable is delivered to the State by the Contractor if the State is aware of the failure or deficiency at the time of delivery; or 2) the date the State becomes aware of the failure or deficiency. The above time frame shall apply to all deliverables except for those deliverables that have a different time negotiated by the State and the Contractor in writing pursuant to the State's fiscal rules.

c. Time to Correct Defect. Upon receipt of timely written notice of an objection to a completed deliverable, the Contractor shall have a reasonable period of time, not to exceed 10 calendar days, to correct the noted deficiencies.

III. Health Insurance Portability and Accountability Act (HIPAA) Business Associate Determination:

The State has determined that this Contract does not constitute a Business Associate relationship under HIPAA.

STATEMENT OF WORK

To Original Contract Number 2026*0860

These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.

I. Entity Name: City of Aurora

II. Project Description

This project serves to address health concerns related to per-fluoroalkyl and poly-fluoroalkyl substances (PFAS) detected in the Cherry Creek Wellfield water source located in the City of Aurora, Colorado. PFAS chemicals from firefighting foam, personal products, and other substances are toxic and can get into the groundwater and surface water, contaminating Colorado's drinking water supplies. The Environmental Protection Agency (EPA) has released funding through the Infrastructure Investment and Jobs Act (IIJA) for the Emerging Contaminants for Small or Disadvantaged Communities Grant Program, managed by Colorado Department of Public Health and Environment (CDPHE), Water Quality and Control Division (WQCD). The grant program provides funding opportunities to eligible entities for two categories of projects: Tier 1 Planning and Design Grants and Tier 2 Infrastructure Grants to address emerging contaminants. The Contractor shall utilize this funding to complete a Tier 2 Infrastructure project in order to mitigate PFAS to be able to once again utilize the Cherry Creek Wellfield water source in order to benefit the communities that receive drinking water from this source. The grant program is designed to further enable small or disadvantaged communities by pursuing State Revolving Fund (SRF) funding through the Drinking Water Revolving Fund (DWRF) for further assistance in managing and mitigating emerging contaminants. Managing and mitigating emerging contaminants such as PFAS will help improve the health of the people in Colorado.

III. Work Plan

Goal #1: To protect and restore Colorado's water quality for public health, the environment and future generations.

Objective #1: No later than the expiration date of the contract, address PFAS contaminants in Colorado's drinking water.

Primary Activity #1 The Contractor shall complete an Environmental Assessment.

Primary Activity #2 The Contractor shall complete a Basis of Design Report.

Primary Activity #3 The Contractor shall complete construction of approved alternative.

Sub- Activity #3

1. The Contractor shall submit bid package documents to CDPHE for approval.
2. The Contractor shall provide an affidavit of publication for the bid posting to be posted for a minimum of 30 days.
3. The Contractor shall provide a Notice of Award.
4. The Contractor shall provide a Notice to Proceed.
5. The Contractor shall provide an executed Construction Contract.
6. The Contractor shall provide a Pre-Construction meeting.
7. The Contractor shall obtain CPDHE approval of all construction Change Orders.
8. The Contractor shall provide Construction Closeout Documents.

Primary Activity #4 The Contractor shall create reports.

Sub- Activity #4

1. The Contractor shall prepare quarterly reports.
2. The Contractor shall prepare a final report.

Standards and Requirements

1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates.
2. CDPHE will approve Environmental Assessment by completing the following:
    a. post the Finding of No Significant Impact for a 30-day public comment period.
    b. If there are no comments during the comment period, the Finding of No Significant Impact will be posted to the WQCD website.
3. The Contractor shall include the following in the bid package documents:
    a. Final Plans and Specs
    b. Project Manual
4. CDPHE will complete a review of bid package documents within five (5) business days after receipt from the Contractor.
5. CDPHE will provide a bid package review letter to the Contractor once the bid package has been approved.
6. The Contractor shall provide the following at the Pre-Construction meeting:
    a. sign-in sheet
    b. meeting minutes

7. The Contractor shall send copies of all change orders to CDPHE Project Coordinator via email at cdphe_wqcd_contracts@state.co.us for approval.
8. CDPHE will complete review of change orders within 15 business days after receipt from Contractor.
9. The Contractor shall provide the following in the Construction Closeout Documents:
   a. Notice of substantial completion
   b. CDPHE DWRF Construction Completion Form submitted to WQCD Engineering Section. This document is incorporated and made part of this contract by reference and is available on the following website Drinking Water Construction Completion Form.
   c. Resolution from the City of Aurora to its prime contractor accepting construction
   d. Legal notice regarding contractors' final payment
   e. Project budget summary outlining all expenses for the life of the project
10. The Contractor shall adhere to the requirements included in the EPA Emerging Contaminants in Small or Disadvantaged Communities Grant Program: Implementation Document. This document is incorporated and made part of this contract by reference and is available on the following website Implementation Document.
11. The Contractor shall adhere to the requirements included in the EPA General Terms and Conditions. This document is incorporated and made part of this contract by reference and is available on the following website EPA General Terms and Conditions.
12. The Contractor shall comply with the CDPHE State of Colorado Design Criteria for Potable Water Systems when completing drinking water design plans, specifications, and construction. This criteria is incorporated and made part of this contract by reference and is available on the website: Design Criteria for Potable Water Systems.
13. The Contractor shall use the Emerging Contaminants for Small or Disadvantaged Communities Grant Program Quarterly Report Form for Tier 2 Planning Grants. This document is incorporated and made part of this contract by reference and is available on the following website Quarterly Report Form for Tier 2 Planning Grants.
14. The Contractor shall use the Emerging Contaminants for Small or Disadvantaged Communities Grant Program Final Report Form. This document is incorporated and made part of this contract by reference and is available on the following website Final Report Form

---

Expected Results of Activity(s)

1. Drinking water system that complies with Water Quality Control Commission Regulation No. 11 Colorado Primary Drinking Water Regulations to mitigate PFAS.

Measurement of Expected Results

1. Completed Environmental Assessment
2. Completed Basis of design
3. Completed Bid Package
4. Completed Construction
5. Completed Reports

Deliverables

Description	Completion Date
1. The Contractor shall submit an Environmental Assessment to CDPHE Project Coordinator via email at cdphe_wqcd_contracts@state.co.us	No later than 30 days after contract execution date
2. The Contractor shall submit a Basis of Design Report to CDPHE Project Coordinator via email at cdphe_wqcd_contracts+infra@state.co.us	No later than 90 days after contract execution date.
3. The Contractor shall submit bid package documents to CDPHE Project Coordinator via email at cdphe_wqcd_contracts+infra@state.co.us	No later than 60 days after contract execution.
4. The Contractor shall provide Construction Closeout Documents to CDPHE Project Coordinator via email at cdphe_wqcd_contracts@state.co.us	No later than 30 days following project completion and within the term of the contract.
5. The Contractor shall submit quarterly reports via email to the CDPHE Project Manager at cdphe_wqcd_contracts+infra@state.co.us	No later than quarterly on the 3rd Friday of the month in Jan, April, July, and Oct. during the Contract period.
6. The Contractor shall submit a final report via email to the CDPHE Project Manager at cdphe_wqcd_contracts+infra@state.co.us	No later than 30 days before the Contract expiration date.

IV. Monitoring

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the CDPHE Project Manager. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the Contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

V. Resolution of Non-Compliance

The Contractor will be notified in writing within 10 calendar days of discovery of a compliance issue. 20 calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the timeline, the Contractor must email a request to the CDPHE Project Manager and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

Budget
Original Contract Routing Number 2026*0860

These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.

I. **Entity Name:** City of Aurora

II. **Budget Table**

Funding Awarded					**Total**
Primary Activity	**Unit Price of funding**	**Number of Units**	**Total**	**Match funds**	
Complete construction of approved alternative-Vessel procurement.	$1,720,619.00	1	$1,720,619.00	$0.00	$1,720,619.00
Complete construction of approved alternative-Early Worksite Civil Package.	$2,540,185.00	1	$2,540,185.00	$0.00	$2,540,185.00
Complete construction of approved alternative-Construction.	$14,188,424.00	1	$14,188,424.00	$0.00	$14,188,424.00
		Total	$18,449,228.00	$0.00	$18,449,228.00

1. EXHIBIT D, GRANT FEDERAL PROVISIONS

1. Applicability of Provisions.

1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.

1.2 These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. Definitions

2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below. For a full list of definitions (as of October 1, 2024) under the Uniform Guidance, see 2 CFR 200.1.

2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

2.1.2. "Entity" means:

2.1.2.1. a Non-Federal Entity;

2.1.2.2. a non-profit organization or for profit organization;

2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.

2.1.4. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1.

2.1.5. "Grant" means the Grant to which these Federal Provisions are attached.

2.1.6. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached. Grantee also means Subrecipient.

2.1.7. "Non-Federal Entity" means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

2.1.8. "Nonprofit Organization" organization, that:

2.1.8.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

2.1.8.2. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

2.1.8.3. Is not organized primarily for profit; and

2.1.8.4. Uses net proceeds to maintain, improve, or expand the organization's operations; and

2.1.8.5. Is not an IHE.

2.1.9. "OMB" means the Executive Office of the President, Office of Management and Budget.

2.1.10. "Pass-through Entity" means a recipient or subrecipient that provides a Subaward to a Subrecipient (including lower tier subrecipients) to carry out part of a Federal program. The authority of the pass-through entity under this part flows through the Subaward agreements between the pass-through entity and subrecipient.

2.1.11. "Recipient" means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.

2.1.12. "Subaward" means an award provided by a pass-through entity to a Subrecipient to contribute to the goals and objectives of the project by carrying out part of a Federal award received by the pass-through entity. The term does not include payments to a contractor, beneficiary or participant.

2.1.13. "Subrecipient" means an entity that receives a subaward from a pass-through entity to carry out part of a Federal award. The term subrecipient does not include a beneficiary or participant. A subrecipient may also be a recipient of other Federal awards directly from a Federal agency. Subrecipient also means Grantee.

2.1.14. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov.

2.1.15. "Total Compensation" means the cash and noncash dollar value an Executive earns during the entity's preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

2.1.16. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

2.1.17. "Unique Entity ID" (UEI) is the universal identifier for federal financial assistance applicants, as well as recipients and their direct subrecipients (first tier subrecipients).

2.1.18. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

3. Compliance.

3.1. Subrecipient shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. 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, at its discretion, may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

4. System for Award Management (SAM) and Unique Entity ID Requirements.

4.1. SAM. Subrecipient must obtain a UEI but are not required to fully register in Sam.gov. Subrecipient shall maintain the currency of its information in SAM until the Subrecipient submits the final financial report required under the Award or receives final payment, whichever is later. Subrecipient shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

4.2. Unique Entity ID. Subrecipient shall provide its Unique Entity ID to its Recipient, and shall update Subrecipient's information at http://www.sam.gov at least annually after the initial registration, and more frequently if required by changes in Subrecipient's information.

5. Total Compensation.

5.1. Subrecipient shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.1.1. The total Federal funding authorized to date under the Award is $30,000 or more; and

5.1.2. In the preceding fiscal year, Subrecipient received:

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.2. $25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. **Reporting.**

6.1. Pursuant to the Transparency Act, Subrecipient shall report data elements to SAM and to the Recipient as required in this Exhibit. No direct payment shall be made to Subrecipient for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Subrecipient's obligations under this Grant.

7. **Effective Date and Dollar Threshold for Reporting.**

7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements.

7.2. The procurement standards in §9 below are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. **Subrecipient Reporting Requirements.**

8.1. Subrecipient shall report as set forth below.

8.1.1. To SAM. A Subrecipient shall report the following data elements in SAM ***for each*** Federal Award Identification Number (FAIN) assigned by a Federal agency to a Recipient no later than the end of the month following the month in which the Subaward was made:

8.1.1.1. Subrecipient Unique Entity ID;

8.1.1.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;

8.1.1.3. Subrecipient parent's organization Unique Entity ID;

8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

8.1.2. To Recipient. A Subrecipient shall report to its Recipient, upon the effective date of the Grant, the following data elements:

8.1.2.1. Subrecipient's Unique Entity ID as registered in SAM.

9. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District. Procurement Standards.

9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

9.2. Domestic preference 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.

9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, 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.

9.4. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed $50,000 during the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

9.5. Prohibition on certain telecommunications and video surveillance equipment or services (2 CFR 200.216). Subrecipient is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

10. Access to Records.

10.1. A Subrecipient shall permit Recipient and its auditors to have access to Subrecipient’s records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Modification to period of performance), 2 CFR 200.337 (Access to Records) and Subpart F-Audit Requirements of the Uniform Guidance.

10.2. A Subrecipient must collect, transmit, and store information related to this Subaward in open and machine-readable formats (2 CFR 200.336).

11. Single Audit Requirements.

11.1. If a Subrecipient expends $1,000,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.1.2. Exemption. If a Subrecipient expends less than $1,000,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. Required Provisions for Subrecipient with Subcontractors.

12.1. In addition to other provisions required by the Federal Awarding Agency or the Recipient, Subrecipients shall include all of the following applicable provisions;

12.1.1. For agreements with Subrecipients – Include the terms in the Grant Federal Provisions Exhibit (this exhibit)

12.1.2. For contracts with Subcontractors – Include the terms in the Contract Federal Provisions Exhibit.

13. Certifications.

13.1. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.415. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. Exemptions.

14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

14.2. A Subrecipient with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. Event of Default and Termination.

15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant 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 Grant, at law or in equity.

15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

15.2.2. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

15.2.3. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

15.2.4. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

16. Additional Federal Requirements.

16.1. Whistle Blower Protections

An employee of a subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

CITY OF AURORA
Council Agenda Commentary

Item Title: Aurora Rain and Stream Gages (Resolution)	
Item Initiator: Sam Scorza, Engineer, Aurora Water	
Staff Source/Legal Source: James DeHerrera, Planning Services Manager, Aurora Water / Ian Best, Assistant City Attorney	
Outside Speaker: N/A	
Strategic Outcome: Safe: Promoting safety in our built environment through effective administration of city codes and ordinances and responding to emergencies appropriately to preserve and enhance the community's sense of security and well-being.	

COUNCIL MEETING DATES:

Study Session: 9/8/2025

Regular Meeting: 9/22/2025

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

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

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item 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: Water Policy

Policy Committee Date: 8/20/2025

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☒ Minutes Not Available

☐ Minutes Attached

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

On August 20, 2025, the Water Policy Committee supported moving an Intergovernmental Agreement regarding Aurora Rain and Stream Gauges forward to the September 8, 2025 Study Session.

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

Mile High Flood District (MHFD) operates and maintains rain and stream gages across their service area. This information helps to refine stormwater models, define storm severity after rain events, and inform the MHFD ALERT Real Time Flood detection and prediction software.

Development in Aurora is primarily occurring on the eastern plains, where there are fewer gages providing this real time data. Partnering with MHFD to install new rain and stream gages helps ensure consistent coverage throughout the entire city. This Intergovernmental Agreement (IGA) commits both Aurora Water and MHFD to contribute $50,000 for a total project budget of $100,000. It is anticipated that the budget for this project will allow for the installation of three new gages. The exact locations and types of these gages will be determined upon the execution of the IGA.

FISCAL IMPACT

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

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

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

N/A

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

Funding is available in the Wastewater Fund operating budget in the amount of $50,000.

CC-52014 (Planning & Engineering Svs)
FD-520 (Stormwater Operations)
SC-64947 (IGA Payments)

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

N/A

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

N/A

QUESTIONS FOR COUNCIL

Does Council support moving an Intergovernmental Agreement for the Aurora Rain and Stream Gages forward to the September 22, 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, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT REGARDING AURORA RAIN AND STREAM GAGES

WHEREAS, the City of Aurora, acting by and through its Utility Enterprise ("Aurora Water") and the Urban Drainage and Flood Control District d/b/a Mile High Flood District ("District") wish to enter into an intergovernmental agreement regarding Aurora Rain and Steam Gages ("Intergovernmental Agreement"); and

WHEREAS, the costs associated with this Intergovernmental Agreement shall consist of the installation rain and stream gages in the City of Aurora to support the Flood Warning System ("Project Costs"); and

WHEREAS, Aurora Water's contribution to the Project Costs through this Intergovernmental Agreement shall not exceed $50,000 (fifty thousand dollars); and

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

	Total Contribution through this Agreement
District	$50,000
Aurora Water	$50,000
TOTAL	$100,000

; and

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

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

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

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

Section 1. The Agreement Regarding Aurora Rain and Stream Gages between the Urban Drainage and Flood Control District d/b/a Mile High Flood District and the City of Aurora acting by and through its Utility Enterprise is hereby approved.

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

Section 3. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

Section 4. That the Mayor of Aurora, City Clerk, and City Attorney are authorized to take such action and to execute such documents as necessary to implement the intent of this resolution.

RESOLVED AND PASSED this _____ day of ___________________ 2025.

____
MIKE COFFMAN, Mayor

ATTEST:

____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Ian J Best RLA
IAN BEST, Assistant City Attorney

AGREEMENT REGARDING
AURORA RAIN AND STREAM GAGES

Agreement No. 25-07.32
Project No. 110505

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

WITNESSETH:

WHEREAS, DISTRICT, in a policy statement previously adopted, (Resolution No. 14, Series of 1970 and Resolution No. 11, Series of 1973) expressed an intent to assist public bodies which have heretofore enacted floodplain regulation measures; and

WHEREAS, PARTIES now desire to install rain and stream gages in Aurora to support the Flood Warning System (hereinafter called "PROJECT"); and

WHEREAS, DISTRICT's Board of Directors reviewed and authorized expenditures for the 2025 Work Program (Resolution No. 82, Series of 2024); and

WHEREAS, the governing board (officials) of PROJECT SPONSOR has budgeted, by appropriation or resolution, all of its share of PROJECT costs; and

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

Part 1

1.01 SCOPE OF AGREEMENT

This Agreement defines the responsibilities and financial commitments of PARTIES with respect to PROJECT.

1.02 SCOPE OF PROJECT

PROJECT shall include design and installation by DISTRICT of rain and stream gages in Aurora to support the Flood Warning System. Installation location will be determined in conjunction with PROJECT SPONSOR.

1.03 PUBLIC NECESSITY

PARTIES agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people of the State, and is of particular benefit to the inhabitants of PARTIES and to their property therein.

1.04 PROJECT COSTS AND ALLOCATION OF COSTS

A. It is understood that PROJECT costs as defined above are not to exceed $100,000 without amendment to this Agreement.

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

	Percentage Share	Maximum Contribution
DISTRICT	50%	$50,000
PROJECT SPONSOR	50%	$50,000
TOTAL	100%	$100,000

1.05 MANAGEMENT OF FINANCES

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

Payment of each party's full share (PROJECT SPONSOR - $50,000; DISTRICT - $50,000) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide accounting of PROJECT funds as well as a notification to PROJECT SPONSOR of any unpaid obligations upon request. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 2.06).

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

1.6 EXECUTION IN COUNTERPARTS – ELECTRONIC SIGNATURES

Electronic signatures shall be permitted to bind the PARTIES to this Agreement, and all subsequent documents requiring the signatures of the PARTIES to this Agreement. Documents requiring notarization may also be notarized by electronic signatures. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to 121. However, the PARTIES agree that only electronic signatures created by electronic signature software including but not limited to DocuSign shall be permitted.

1.07 MANAGEMENT OF CONSTRUCTION

A. Costs. Construction costs shall consist of those costs as incurred by the contractor(s) including detour costs, licenses and permits, utility relocations, and construction related engineering services.

B. Construction Management and Payment

1. DISTRICT, with the concurrence of PROJECT SPONSOR, shall administer and coordinate the construction-related work as provided herein.
2. DISTRICT, with concurrence of PROJECT SPONSOR, shall select and award construction contract(s).
3. DISTRICT shall require the contractor to provide adequate liability insurance that includes PROJECT SPONSOR. The contractor shall be required to indemnify, defend, and hold harmless PROJECT SPONSOR. Copies of the insurance coverage shall be provided to PROJECT SPONSOR upon request.
4. DISTRICT, with assistance of PROJECT SPONSOR, shall coordinate all work as required to construct PROJECT.
5. PARTIES shall have access to the site during construction at all reasonable times to observe the progress of work and conformance to construction contract documents including plans and specifications.
6. DISTRICT shall review and approve contractor billings. DISTRICT shall remit payment to contractor based on billings.
7. DISTRICT, with concurrence of PROJECT SPONSOR, shall prepare and issue all written change or work orders to the contract documents.
8. PARTIES shall jointly conduct a final inspection and accept or reject the completed PROJECT in accordance with the contract documents

C. Construction Change Orders. In the event that it becomes necessary and advisable to change the scope or detail of the work to be performed under the contract(s), such changes shall be rejected or approved in writing by the contracting officers. No change orders shall be approved that increase the costs beyond the funds available in the PROJECT fund, including interest earned on those funds, unless and until the additional funds needed to pay for the added costs are committed by all PARTIES.

Part 2

2.01 OWNERSHIP OF PROPERTY AND LIMITATION OF USE

PARTIES acknowledge that, if PROJECT SPONSOR owns the property on which PROJECT is constructed either in fee or non-revocable easement, PROJECT SPONSOR shall be responsible for same including but not limited to fully complying with the remaining provisions of this Paragraph 2.01. It is specifically understood that the right-of-way is being used for drainage and flood control purposes. The properties upon which PROJECT is constructed shall not be used for any purpose that shall diminish or preclude its use for drainage and flood control purposes. PROJECT SPONSOR may not dispose of or change the use of the properties to diminish or preclude its use for drainage and flood control purposes without approval of DISTRICT, which shall not be unreasonably withheld. If, in the future, PROJECT SPONSOR disposes of any portion of or all of the properties acquired upon which PROJECT is constructed pursuant to this Agreement; changes the use to diminish or preclude its use for drainage and flood control purposes of any portion or all of the properties upon which PROJECT is constructed pursuant to this Agreement; or modifies any of the improvements located on any portion of the properties upon which PROJECT is constructed to diminish or preclude its use for drainage and flood control purposes pursuant to this Agreement; and PROJECT SPONSOR has not obtained the written approval of DISTRICT prior to such action, PROJECT SPONSOR shall take any and all action necessary within their legal authority to reverse said unauthorized activity and return the properties and improvements thereon, acquired and constructed pursuant to this Agreement, to the ownership and condition they were in immediately prior to the unauthorized activity at no expense to DISTRICT. However, PROJECT SPONSOR shall not be responsible for the actions of third parties that would violate the provisions of this Paragraph who may have legal rights in the property as long as PROJECT SPONSOR has taken reasonable action to stop those actions. In the event PROJECT SPONSOR breaches the terms and provisions of this Paragraph 2.01 and does not voluntarily cure as set forth above, DISTRICT shall have the right to pursue a claim against PROJECT SPONSOR for specific performance of this portion of the Agreement.

2.02 MAINTENANCE

PARTIES agree that DISTRICT shall own and be responsible for maintenance of the completed and accepted PROJECT.

2.03 TERM OF AGREEMENT

The term of this Agreement shall commence upon execution and shall terminate three (3) years after the final payment is made to the construction contractor and the final accounting of funds on deposit at DISTRICT is provided to all PARTIES pursuant to Paragraph 1.05 herein, except for Paragraph 2.01. OWNERSHIP OF PROPERTY AND LIMITATION OF USE, and Paragraph 2.02. MAINTENANCE.

2.04 LIABILITY

Each party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own negligent or wrongful acts or omissions and may insure against such liabilities as appropriate.

2.05 CONTRACTING OFFICERS

A. The contracting officer for PROJECT SPONSOR shall be General Manager of Aurora Water, 26791 E. Quincy Avenue, Aurora, Colorado 80016.

B. The contracting officer for DISTRICT shall be the Executive Director, 12575 W. Bayaud Avenue, Lakewood, Colorado 80228.

C. The contracting officers for PARTIES each agree to designate and assign a PROJECT representative to act on the behalf of said PARTIES in all matters related to PROJECT undertaken pursuant to this Agreement. Each representative shall coordinate all PROJECT related issues between PARTIES, shall attend all progress meetings, and shall be responsible for providing all available PROJECT-related file information to the engineer upon request by DISTRICT or PROJECT SPONSOR. Said representatives shall have the authority for all approvals, authorizations, notices or concurrences required under this Agreement. However, in regard to any amendments or addenda to this Agreement, said representative shall be responsible to promptly obtain the approval of the proper authority.

2.06 AMENDMENTS

This Agreement contains all of the terms agreed upon by and among PARTIES. Any amendments to this Agreement shall be in writing and executed by PARTIES hereto to be valid and binding.

2.07 SEVERABILITY

If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

2.08 APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Jurisdiction for any and all legal actions regarding this Agreement shall be in the State of Colorado and venue for the same shall lie in the county where PROJECT is located.

2.09 ASSIGNABILITY

No party to this Agreement shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party or parties to this Agreement.

2.10 BINDING EFFECT

The provisions of this Agreement shall bind and shall inure to the benefit of PARTIES hereto and to their respective successors and permitted assigns.

2.11 ENFORCEABILITY

PARTIES hereto agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.

2.12 TERMINATION OF AGREEMENT

This Agreement may be terminated upon thirty (30) days' written notice by any party to this Agreement, but only if there are no contingent, outstanding contracts. If there are contingent, outstanding contracts, this Agreement may only be terminated upon the cancellation of all contingent, outstanding contracts. All costs associated with the cancellation of the contingent contracts shall be shared between PARTIES in the same ratio(s) as were their contributions.

2.13 NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, PARTIES agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified because of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, gender identity, marital status, or physical or mental disability and further agree to insert the foregoing provision in all subcontracts hereunder.

2.14 APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of the PARTIES stated in this Agreement is subject to the requirement of a prior appropriation of funds therefore by the appropriate governing body of the respective PARTIES.

2.15 NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to PARTIES, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of PARTIES that any person or party other than PARTIES receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

2.16 GOVERNMENTAL IMMUNITIES

PARTIES hereto intend that nothing herein shall be deemed or construed as a waiver by any party of any rights, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (§ 24-10-101, *et seq*., C.R.S.) as now or hereafter amended or otherwise available at law or equity.

2.19 INTENT OF AGREEMENT

Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between PARTIES and is not intended to and shall not be deemed to confer rights upon any person or entities not named as PARTIES, nor to limit in any way the powers and responsibilities of PROJECT SPONSOR, DISTRICT or any other entity not a party hereto.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

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

By___________________________________

Name_ Laura A. Kroeger _________________

Title_ Executive Director _________________

Date_________________________________

____________ Checked By

____________ Checked By

PROJECT SPONSOR

By___________________________________

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

_______________________________ _______________
Mike Coffman, Mayor Date

Attest:

________________________________ ______________
Kadee Rodriguez, City Clerk Date

Approved as to form for Aurora:

Ian J Best 8/7/2025 25010170
______________________________________ _______________ ______________
Ian Best, Assistant City Attorney Date ACS #

State of Colorado)
) ss
County of Arapahoe)

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

Witness my hand and official seal. ___________________________
Notary Public

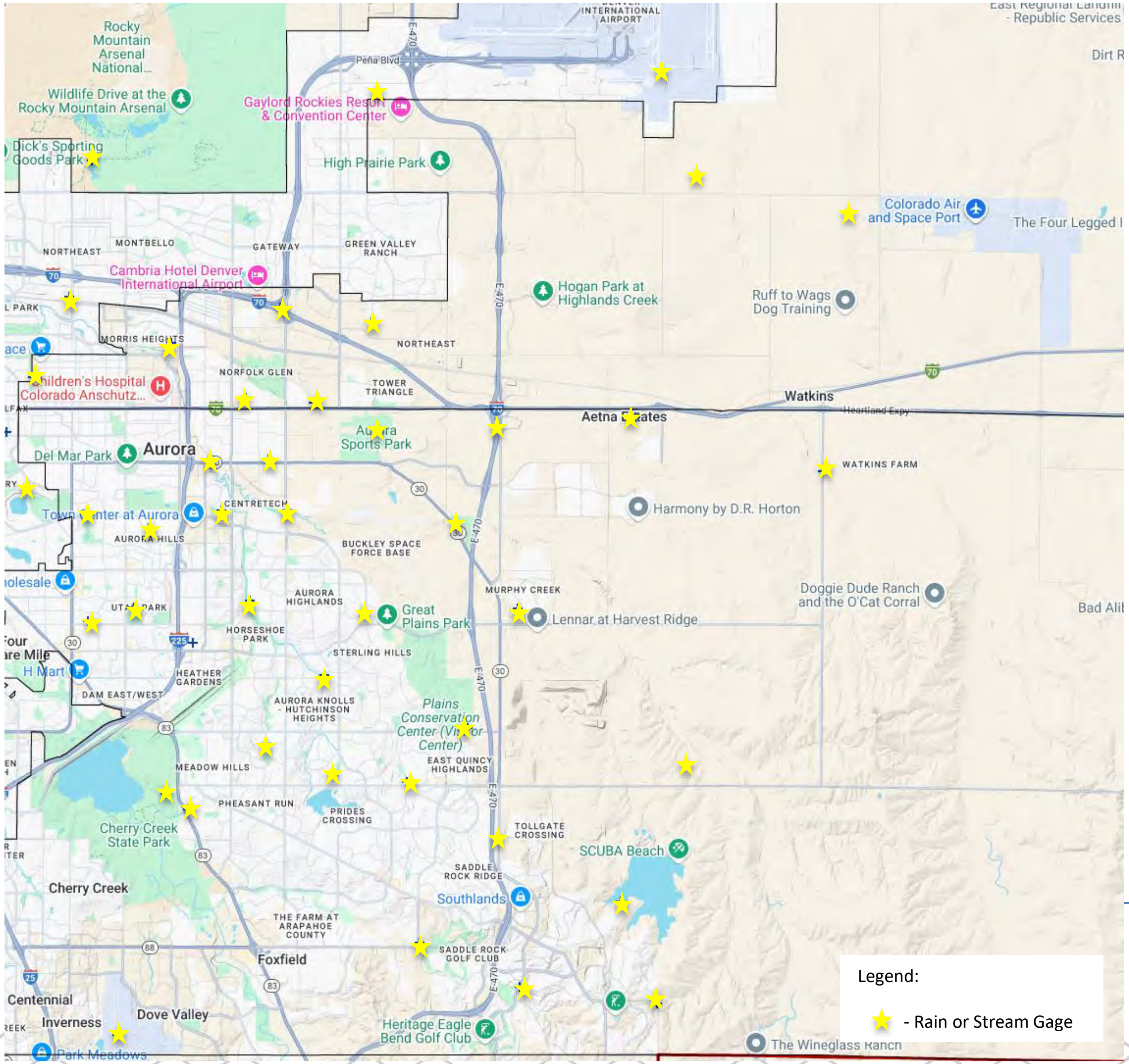
My commission expires: __________________

(Seal)

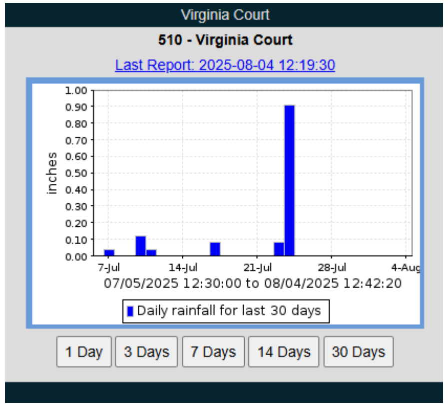
Mile High Flood District IGAs

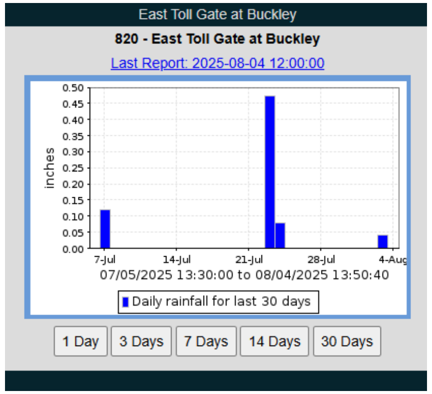
Agreements between MHFD and Aurora 2025

Rain and Stream Gages



- MHFD owns and maintains a network of rain and stream gages
- The gages provide real time data to enhance models and produce predictive tools





Rain and Stream Gages

- $100,000 will provide for approximately 3 gages
- The exact locations of the rain gages will be determined after the IGA is executed

	Contribution
Aurora Water	$50,000
Mile High Flood District	$50,000
Total	$100,000

Rain and Stream Gages

Does the Water Policy Committee support moving this item forward to Study Session?

CITY OF AURORA
Council Agenda Commentary

Item Title: Colorado Interstate Gas (CIG) Extraterritorial Water and Wastewater Service Agreement (Resolution)	
Item Initiator: Chong Woo, Engineering Supervisor, Aurora Water	
Staff Source/Legal Source: Chong Woo, Engineering Supervisor, Aurora Water / Ian Best, Assistant City Attorney	
Outside Speaker: N/A	
Strategic Outcome: Healthy: Connecting natural and built environments with multimodal networks, ensuring access to parks and recreation, and preserving sustainable water supplies.	

COUNCIL MEETING DATES:

Study Session: 9/8/2025

Regular Meeting: 9/22/2025

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Chong Woo, Engineering Supervisor, Aurora Water / Ian Best, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Water Policy

Policy Committee Date: 8/20/2025

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☒ Minutes Not Available

☐ Minutes Attached

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

On August 20, 2025 the Water Policy Committee supported moving the Colorado Interstate Gas Extraterritorial Water and Wastewater Service Agreement forward to the September 8, 2025 Study Session.

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

Colorado Interstate Gas, LLC (CIG) is one of the largest energy infrastructure companies in North Amercia, primarily involved in the transportation, storage and processing of natural gas. CIG owns and operates a facility known as the Watkins Compressor Station located at 24650 East Smith Road, Aurora, CO 80019. This facility is currently not annexed as part of the City of Aurora. See Exhibit A.

CIG has requested water and sanitary sewer service from Aurora Water to serve the Watkins Compressor Station. As a condition of the water and sanitary service, CIG has agreed to dedicate to the City of Aurora a temporary construction easement and permanent sanitary sewer easement. These easements are necessary for Aurora Water to provide sanitary sewer services to the Aero 70 development located immediately east of the CIG site. See Exhibit B. These easements are being dedicated in lieu of CIG paying Aurora Water connection fees. CIG will still be required to pay Metro Water Recovery connection fees, if applicable should the property connect to Aurora’s sanitary sewer system.

Water service to CIG can be provided from a new 16” potable waterline located in Smith Road. Sanitary sewer service can be provided by a new 15” sanitary main along the south property.

Aurora Water identified the following terms to providing this service:

- CIG will be required to adhere to Aurora Water’s water conservation requirements
- Public main extensions to serve the site would be the responsibility of CIG
- Water service will be subject to monthly rates outside the annexed boundary equal to 1.5 times the standard rates at the time of service request
- Adherence to the City’s Water Management plan and corresponding restriction
- CIG will be required to enter into a Domestic Service Allocation Agreement

FISCAL IMPACT

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

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

REVENUE IMPACT

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

If the agreement is approved, the water service agreement is projected to provide 1.5 times the standard fees and rates

ORG: Water Development Fund Admin (00505) ACCOUNT: Util Fees-Tap (45760)
ORG: Sewer Development Fund Admin (00515) ACCOUNT: Util Fees-Tap (45760)

CC-00500 Fund Admin / FD-505 Capital Projects-Water / RC-45760 Util Fees-Tap
CC-00500 Fund Admin / FD-515 Capital Projects-Sewer / RC-45760 Util Fees-Tap

BUDGETED EXPENDITURE IMPACT

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does Council support moving the Colorado Interstate Gas Extraterritorial Water and Wastewater Service Agreement forward to the September 22, 2025 Council meeting?

LEGAL COMMENTS

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

RESOLUTION NO. R2025- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF AN EXTRATERRITORIAL WATER AND WASTEWATER SERVICE AGREEMENT BETWEEN THE CITY OF AURORA ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND COLORADO INTERSTATE GAS COMPANY, LLC REGARDING SERVVICE AT THE WATKINS COMPRESSOR STATION

WHEREAS, Colorado Interstate Gas Company, LLC, a Colorado limited liability company ("Customer") is the owner of certain property referred to as the Watkins Compressor Station located at 24650 E. Smith Road, Aurora, CO 80019 ("Property"); and

WHEREAS, because the Property is not located within the City of Aurora, Customer and the City of Aurora, acting by and through its Utility Enterprise ("Aurora Water") have agreed that extra-territorial water and sanitary sewer service through an Agreement for Extraterritorial Water and Wastewater Service Agreement is in the best interest of both parties; and

WHEREAS, Customer has agreed to grant Aurora Water both a temporary construction easement and permanent easement across the Property for an Aurora Water wastewater main; to adhere to all Aurora Water conservation requirements, including but not limited to any and all drought restrictions; and pay 150% of rates applicable to the Property; and

WHEREAS, the provision of services to the Property constitutes an economical, dependable, and beneficial means to provide such services that also serve a public purpose and promote the health, safety, and general welfare of current and future residents of the City of Aurora; and

WHEREAS, Aurora Water has the legal authority to contract to furnish water, sanitary sewer, and irrigation services outside the City limits at 150% of the rates charged to residents of Aurora (Aurora City Code sections 138-223(d) and 138-327(b)); and

WHEREAS, Customer has agreed to grant Aurora Water both a temporary construction easement and permanent easement across the Property for an Aurora Water wastewater main, resulting in system benefits and cost savings to Aurora Water; and

WHEREAS, the City of Aurora has the authority to acquire, hold, lease, and dispose of property, both real and personal. (C.R.S. Section 31-15-101(d)); and

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

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

Section 1. The Extraterritorial Water and Wastewater Service Agreement between Aurora Water and Colorado Interstate Gas Company, LLC, regarding the Watkins Compressor Station is hereby approved.

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

Section 3. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

Section 4. That the Mayor of Aurora, City Clerk, and City Attorney are authorized to take such action and to execute such documents as necessary to implement the intent of this Resolution.

RESOLVED AND PASSED this _____ day of ___________________ 2025.

____
MIKE COFFMAN, Mayor

ATTEST:

____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

RLA

By: Ian J Best
IAN BEST, Assistant City Attorney

EXTRATERRITORIAL WATER AND WASTEWATER SERVICE AGREEMENT

PARTIES: **THE CITY OF AURORA,** a Colorado municipal corporation of the counties of Adams, Arapahoe and Douglas ("City") acting by and through its Utility Enterprise, 26791 E Quincy Ave, Aurora CO 80016 ("Aurora Water").

COLORADO INTERSTATE GAS COMPANY, L.L.C., a Delaware limited liability company, with an office at 2 North Nevada Avenue, Colorado Springs, CO 80903 (the "Customer"). Aurora Water and the Customer may be referred to individually as a "Party" or together as the "Parties".

RECITALS:

A. Aurora Water is the owner and operator of municipal water and wastewater systems.

B. The Customer is the owner of certain property referred to as the Watkins Compressor Station located at 24650 E. Smith Road, Aurora, CO 80019 (the "Property") together with the unadjudicated groundwater rights underlying the Property (the "Groundwater Rights" and further defined below).

C. Because the Property is not located within the Aurora Water's service area boundary the Parties have identified a need to connect to Aurora Water's municipal water and wastewater system, which connections shall be as described in the utility plan attached to this Agreement as ***Exhibit 1*** (the "Utility Plan").

D. Sections 138-223(d) and 138-327(b) of the Aurora City Code authorize Aurora Water to extend water and wastewater services to properties outside Aurora Water's service area boundaries pursuant to a contract for extraterritorial water and wastewater service, which contract shall specify the terms and conditions for service extension.

E. As a condition to such service extension, the Customer shall be subject to the Aurora City Code, Aurora rules and regulations (defined below) and shall be charged at (i) one hundred and fifty percent (150%) of the rates established for water services and (ii) one hundred fifty percent (150%) of the rates established for wastewater services in addition to the other relevant site- specific charges necessary to cover the costs of such services and agreed to as part of this Agreement.

F. Aurora Water and Customer have agreed that Customer will dedicate and grant Aurora Water a temporary construction easement and permanent easement for an Aurora Water wastewater main through the Property in lieu of Customer's payment of applicable connection fees, and that the applicable connection fee and contemplated easements are of approximately equal value.

G. Customer's responsibility to pay Aurora Water a "cash in lieu" payment for the value of the Groundwater Rights (defined below) underlying the Property, shall be satisfied by another party through an agreement or other means as determined reasonable by Aurora Water.

COVENANTS:

NOW, THEREFORE, in consideration of these mutual promises, Aurora Water and the Customer covenant and agree as follows:

Section 1. Water Main Extension. The Customer shall connect to Aurora Water's existing sixteen-inch (16") municipal water transmission line located near Customer's property as set forth in the Utility Plan (the "Water Main Extension"). Such extension shall be undertaken in accordance with the Aurora City Code and all applicable City rules and regulations, including but not limited to Aurora Water's Water, Sanitary Sewer & Storm Drainage Infrastructure Standards & Specifications, each as may be amended from time to time (hereafter referred to as "Rules and Regulations").

Section 2. Water Service Connections. Aurora Water shall allow the Customer to install connections to the Water Main Extension for domestic water service as further described in the Utility Plan (the "Water Service Connections"). The Water Service Connections shall be of sufficient size to meet the needs of the Customer, as reasonably determined by Customer's engineer, but shall not exceed one (1") inch in diameter for the purpose of domestic uses on the Property. Irrigation services are not subject to this Agreement.

- **a.** Domestic Service Allocation Agreement. Customer shall also be required to enter into a Domestic Service Allocation Agreement ("DSAA") with Aurora Water concurrently with this Agreement. The DSAA is attached hereto as ***Exhibit 2*** and is incorporated herein by this reference.

- **b.** Maximum Service to Property. The peak flow rate Aurora Water shall be obligated to provide to the Property shall be limited to 25 gallons per minute (GPM) at all times unless increased by a written amendment to this Agreement. Any increase to the peak flow rate shall require the Customer to pay the then applicable service connection fee associated with the new service.

Section 3. Hydrant System. The Customer shall install (if not already installed) a fire hydrant on the Property that may be connected to the Water Main Extension (the "Hydrant System"). The Hydrant System must be in accordance with all applicable laws and regulations, including but not limited to the International Fire Code. If a Hydrant System already exists on the Property, Customer agrees to provide the meter pit, yoke and any additional private water service laterals as necessary to provide service to the Property according to Aurora Water Rules and Regulations. This Hydrant System may be connected to the Water Main Extension through a six-inch (6") diameter connection, as set forth in the Utility Plan.

Section 4. Wastewater Service Connection. Aurora Water shall allow the Customer to install connection(s) to Aurora Water's existing municipal sewer main located on the south side of Customer's Property, all as further described in the Utility Plan (the "Sewer Main Connection"). The Sewer Main Connection(s) shall be undertaken in accordance with the Aurora City Code and all Rules and Regulations. The Sewer Main Connection shall consist of a gravity line and any other on-site improvements required by the Customer to deliver wastewater flows to the municipal sanitary sewer main. The City shall provide two connections to an existing fifteen-inch (15") sanitary sewer via four-inch (4") sanitary sewer laterals as further described in the Utility Plan. The Sewer Main Connection shall remain entirely private up to the point where the Customer connects to Aurora Water's existing fifteen (15") inch wastewater collection system.

Section 5. **Permit Issuance; Costs of Installation**. The Customer shall be responsible for obtaining all required easements and permits for connecting to Aurora Water's water and wastewater systems. All costs and expenses associated with the design and installation of the Water Service Connections, and the Sewer Main Connection including, but not limited to, the payment of City permit and review fees, shall be borne solely by the Customer.

Section 6. **Plan Review**. The Customer shall submit all plans for the design and installation of the Water Service Connections, and Sewer Main Connection to Aurora Water for review and approval in advance of construction. The design of the Water Service Connections, and Sewer Main Connection shall fully comply with the Aurora City Code and all Rules and Regulations.

Section 7. **Ownership and Maintenance**. Upon completion to the satisfaction of Aurora Water, the Customer shall convey the Water Main Extension, (including the water meter and meter vault) to Aurora Water in accordance with the requirements of the Aurora City Code and all Rules and Regulations. The Customer shall own and be responsible for all maintenance of the water delivery system as defined by Aurora Water Rules and Regulations, , and Sewer Main Connection on their Property as provided by the Aurora City Code.

Section 8. **Exclusivity; Drought Restrictions**. The provision of water service and wastewater service shall be exclusive to the Property. No other connections to Aurora Water's water and wastewater systems will be allowed without the prior written consent of Aurora Water. There shall be no obligation for Aurora Water to provide any services to the Property until such time as (a) the Water Service Connections, Hydrant System connection, and Sewer Service Connections have been completed in accordance with this Agreement; and (b) Aurora Water has been granted the temporary construction and permanent easements in lieu of connection fees as set forth in Section 11 of this Agreement. Aurora Water's obligation to provide services to the Property is subject to any and all City-wide water restrictions, City-wide changes in the availability of water, and City-wide rate modifications enacted including but not limited to, drought declarations and water management plans adopted by the City Council and/or Aurora Water.

Section 9. **County Regulations**. Should a conflict arise between any County regulations and the Aurora City Code and/or Rules and Regulations pertaining to the services provided under this Agreement, the Aurora City Code, Rules and Regulations, and the terms and conditions of this Agreement shall control.

Section 10. **Cost of Service**. The Customer shall be responsible for paying Aurora Water's monthly rates (water and wastewater service charges). All monthly service charges to be paid by the Customer hereunder will be billed at 150% of the rates then applicable to Aurora Water customers within the service area boundary. Aurora Water's rates may be updated from time to time at the discretion of the Aurora City Council and Aurora Water. Customer shall be responsible for payment of drought surcharges should a drought be declared by the Aurora City Council.

Section 11. **Easement in Lieu of Connection Fee**. Customer shall dedicate and grant to Aurora Water both a temporary construction easement and permanent easement across the Property allowing for Aurora Water's construction, ownership and maintenance of a municipal sanitary sewer main. These easements are being granted in lieu of Customer's obligation to pay Aurora Water's water and sewer connection fees otherwise applicable to connections for the Property at the time of connection. The form of temporary construction easement and permanent easement are attached hereto as ***Exhibits 3 and 4***.

Section 12. **Application of Aurora Rules**. As an extra-territorial customer, Customer agrees that all services provided under this Agreement are subject to the Aurora City Code, Rules and Regulations, City water and sewer tap allocation program, City water management plan and drought declarations, and any regional or metropolitan water and wastewater service district requirements relating to the provision of services.

Section 13. **Irrigation Covenant**. If applicable upon any future service connection contemplating irrigation services, the Customer's irrigation uses must comply with all applicable provisions of the Aurora City Code and Rules and Regulations, including but not limited to, City Code Section 138191 and the Unified Development Ordinance. All landscaped areas not designated as functional active space, shall be designed using only water wise plant materials. These areas will be allocated 9.5 gallons per square foot per year. Cool season turf will be allocated 17.5 gallons per square foot per year and is limited to areas that provide functional active spaces. Functional active spaces are defined as spaces within common community areas for gathering, active recreation, pet parks, youth play areas and residential backyards. In areas defined as functional active spaces herein, turf shall be limited in quantity in accordance with the UDO and City Code Section 138 191. All other Rules and Regulations and the City's Water Management Plan shall apply to the Property. If there is ever a conflict between this Agreement and the Rules and Regulations, the directive requiring and resulting in lesser water use shall govern. The City reserves the right to contract for services being provided to the Property pursuant to this Agreement at any time upon the sole discretion of the General Manager of Aurora Water.

Section 14. **No Reuse of delivered Water**. All water provided to Customer will be treated as single-use only. Any and all rights for successive use, re-use, and use to extinction are reserved by Aurora Water.

Section 15. **Payment in Lieu of Groundwater Dedication**. The term "Groundwater Rights" means the adjudicated and unadjudicated ground water rights underlying the Property (and includes but is not limited to all non-tributary and not non-tributary Denver Basin groundwater beneath the Property). The value of the Groundwater Rights has been determined to be $13,500 by Aurora Water. Customer's obligation to pay a "cash in lieu payment" to Aurora Water instead of conveying the Groundwater Rights to Aurora Water shall be satisfied by another party.

Section 16. **No Drilling of Additional Wells; No Cross-Connection**. Customer shall not drill any additional water wells on the Property after the Effective Date. Customer will be allowed to continue using existing wells located on the Property associated with well permit Nos.

056238-F and 059975-F (hereafter referred to as the "Permits") until Customer has connected to Aurora Water's water and wastewater systems as described in this Agreement. After connection, as contemplated under this Agreement, the Customer may continue to use the wells associated with the Permits for Property irrigation purposes. Cross-connection to Aurora Water's water system and any source of supply from any existing well, including but not limited to those wells associated with the Permits, is strictly prohibited by Aurora City Code and the Code of Colorado Regulations Water Quality Control Commission 11-39, Backflow Prevention and Cross-Connection Control Rule.

Section 17. Notice. Any and all notices allowed or required to be given in accordance with this Contract shall be in writing and are deemed to have been given when delivered to the other parties or three (3) days following the date the same is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested addressed to the other parties at the addresses noted:

Aurora Water:	Aurora Water Attn: General Manager 26791 E Quincy Ave. Aurora, CO 80016
With a copy to:	City Attorney City of Aurora 15151 E Alameda Parkway, Suite 5300 Aurora, CO 80012
To Customer:	Colorado Interstate Gas Company, LLC 2 North Nevada Avenue Colorado Springs, CO 80903

Section 18. Indemnity by Customer. Customer agrees to indemnify the City and Aurora Water from and against any loss, cost, liability or expense (including reasonable attorney's fees) actually incurred by the City and/or Aurora Water, including without limitation both third party and direct claims arising out of or related to the negligent acts or omissions of Customer, their officers, directors, employees, agents and consultants in the course of performing Customer's obligations under this Agreement.

Section 19. Integration. This Agreement, including the Exhibits attached hereto, shall be construed and enforced as the fully integrated expression of the Parties' agreement with respect to the matters addressed. No express or implied covenant not specifically set forth herein shall be a part of this Agreement. The Parties expressly aver that no representations other than those specifically set forth in this Agreement have been relied upon by any Party to induce it to enter into this Agreement.

Section 20. Modification/Amendment. This Agreement shall be modified in writing only, which writing must be executed by both parties in order to be effective.

Section 21. Binding Effect. This Agreement shall be binding on the parties and their respective successors and assigns (if any are allowed).

Section 22. Assignment. This Agreement shall not be assigned by Customer without Aurora Water's prior written approval.

Section 23. Headings for Convenience Only. The paragraph headings are for convenience only and the substantive portions hereof control without regard to the headings.

Section 24. Controlling Law; Venue. This Contract shall be governed under and construed pursuant to the laws of the State of Colorado. Venue shall lie in the Arapahoe County (Colorado) District Court.

Section 25. Sole Obligation of Aurora Water. (1) This Agreement does not constitute a general obligation or other indebtedness of the City, or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of the Constitution or the laws of the State of Colorado or of the Aurora City Charter and Aurora City Code. (2) In the event of a default by Aurora Water of any of its obligations under this Agreement, Customer will have no recourse for any amounts owed to it against any funds or revenues of Aurora except those revenues derived from rates, fees or charges for the services furnished by, or the direct or indirect use of, the Water System and deposited in the Water Enterprise Fund, as the terms "Water System" and "Water Enterprise Fund" are defined in City of Aurora ordinance No. 2003-18, and then only after the payment of all operation and maintenance expenses of the water system and all debt service and reserve requirements of any bonds, notes or other financial obligations of 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 will be construed as creating a lien upon any revenues of Aurora Water.

Section 26. Governmental Immunity. Liability of Aurora Water is at all times strictly limited and controlled by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et seq.* as now or hereafter amended. Nothing in this Agreement shall be construed as a waiver of the protections of said Act.

Section 27. No Waiver. No Party shall waive its rights hereunder by failing to exercise its rights; any such failure shall not affect the right of such party to exercise at some future time the rights not previously exercised.

Section 28. Force Majeure. Should any Party be unable to perform any obligation required of it under this Agreement because of any cause beyond its control and not due to the Party's fault or negligence, including but not limited to war, insurrection, riot, civil commotion, strikes, pandemic, lockout, fire, earthquake, windstorm, drought, flood, action or inaction of governmental authorities (including the adoption of new or revised rules and regulations), moratoriums, material shortages, or any other force majeure, each Party's performance of the obligation affected shall be suspended for so long as such cause prevents it from performing such obligation, without liability on its part..

Section 29. Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then, and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby. It is also agreed that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there shall be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

Section 30. **Counterparts**. This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same instrument.

Section 31. **Binding Effect; Covenants Run with the Land**. The covenants, terms, conditions and provisions set forth in this Agreement shall be binding upon and inure to the benefit of the Parties hereto and to their respective successors and permitted assigns and shall run with the Property. This Agreement shall be recorded by the Customer.

Section 32. **Effective Date.** This Agreement shall be effective as of the date of the last City signature below.

(Signature page to follow)

COLORADO INTERSTATE GAS COMPANY, L.L.C

		7-9-25
Name/Title	Signature	Date

Christa Robbins / Vice President

State of ~~Colorado~~ Texas)
) ss
County of Harris)

The foregoing instrument was acknowledged before me this 9th day of July, 2025, by Christa Robbins Vice President, acting on behalf of the COLORADO INTERSTATE GAS COMPANY, L.L.C.

Witness my hand and official seal. ______________________
Notary Public

My commission expires: 06-06-2027

(Seal) SHANDA D. AUSTIN
Notary Public, State of Texas
Comm. Expires 06-06-2027
Notary ID 128525461

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

______________________________ ______________
Mike Coffman, Mayor Date

____________________________________ ______________
Marshall Brown, General Manager Date
Aurora Water

Attest:

______________________________ ______________
Kadee Rodriguez, City Clerk Date

Approved as to form for Aurora:

Ian J Best 8/5/2025 25012814
____________________________________ ______________ ______________
Ian Best, Assistant City Attorney Date ACS #

State of Colorado)
) ss
County of Arapahoe)

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

Witness my hand and official seal. __________________________
Notary Public

My commission expires: __________________

(Seal)

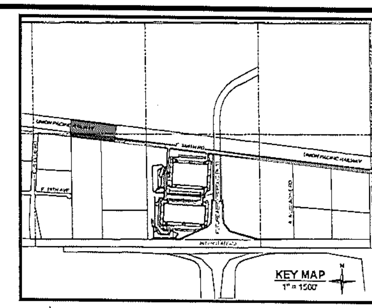
EXHIBIT 1

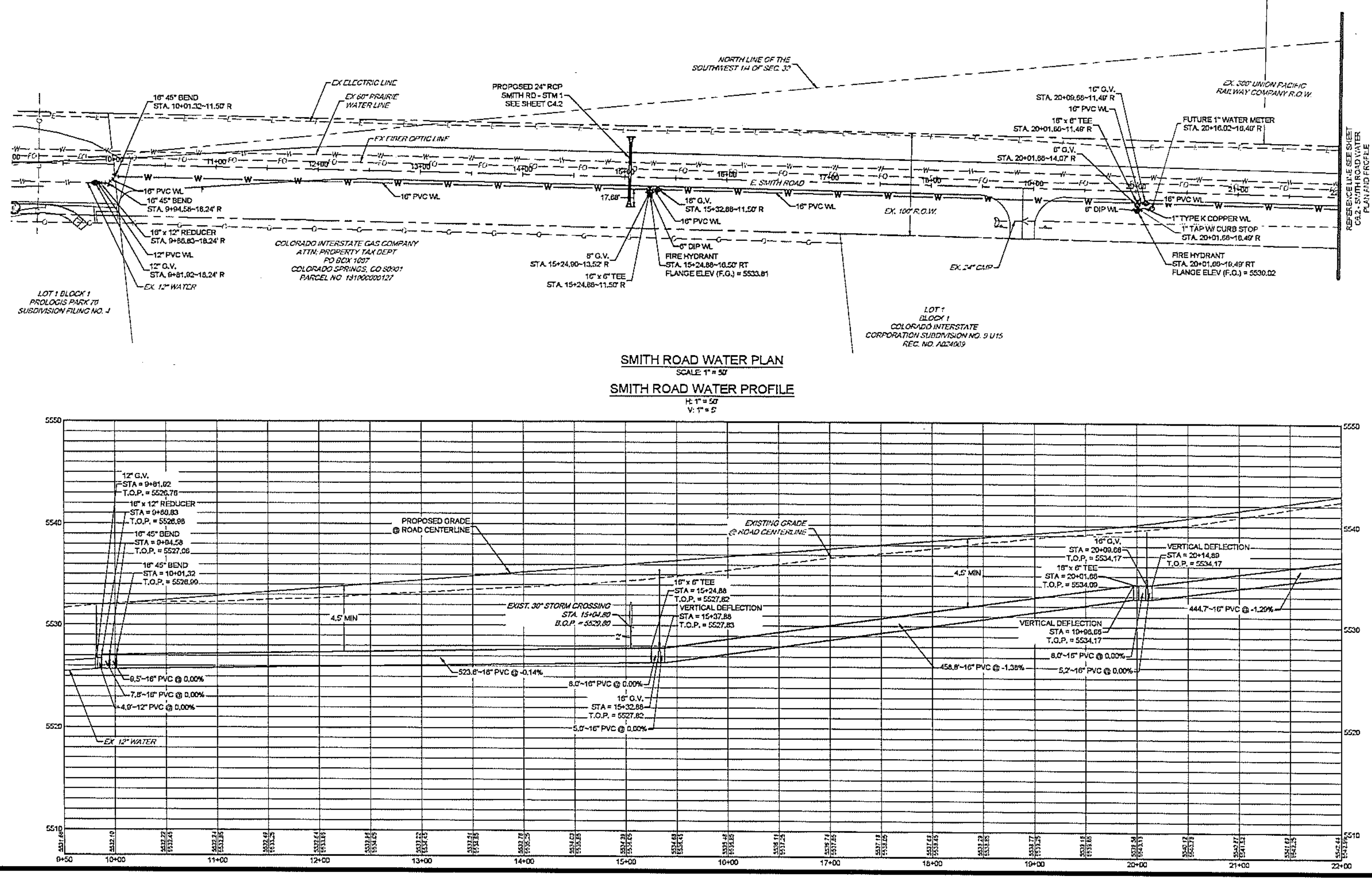
Proposed Utility Plan for Customer

(see attached)

NOTES:

1. ALL STATIONING IS CENTERLINE OF RIGHT-OF-WAY UNLESS OTHERWISE NOTED.
2. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING THE LATEST EDITION OF THE CITY OF AURORA ROADWAY DESIGN AND CONSTRUCTION SPECIFICATIONS AND THE WATER, SANITARY SEWER, AND STORM DRAINAGE INFRASTRUCTURE STANDARDS AND SPECIFICATIONS PRIOR TO CONSTRUCTION AND KEEPING THE CONSTRUCTION PLANS AND STANDARDS AND REGULATIONS ON THE JOB SITE AT ALL TIMES.
3. THE CONTRACTOR TO VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL CONNECTION POINTS PRIOR TO CONSTRUCTION.
4. EXISTING 60" PRAIRIE WATER LINE AND FIBER OPTIC LINE TO BE PROTECTED DURING CONSTRUCTION.
5. CONTRACTOR TO VERIFY DEPTH OF EXISTING UTILITIES.





Know what's below. Call before you dig.

811

N

SCALE: 1" = 50'

Redland
WHERE GREAT PLACES BEGIN
720.283.6783 • Land Planning • Landscape Architecture
REDLAND.COM • Civil Engineering • Construction Management

DATE	NO.	NOTES

PROJECT NO.	DATE	NO.	NOTES

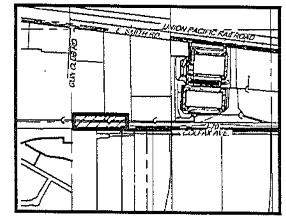
AERO 70
PHASE 1 INFRASTRUTURE
CONSTRUCTION DOCUMENTS
SMITH ROAD WATER PLAN AND PROFILE

SHEET
C6.1
23

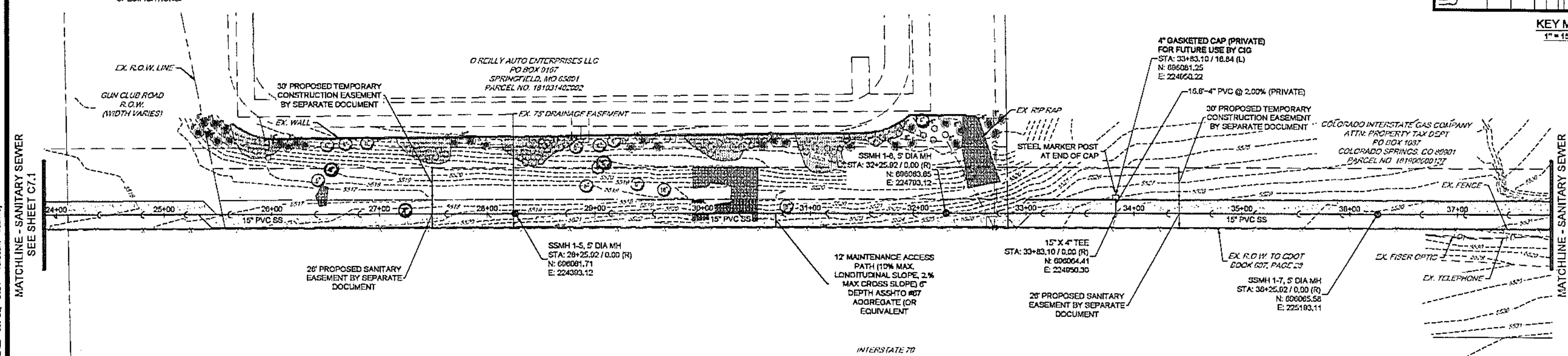
F:\2020\20028 - Harvest Road Project\CADD\Sheet Sets\20028.001\Phase 1 Infrastructure\Infrastructure CDs\C6.1 WATER P&P.dwg tab: C6.1 SMITH ROAD WATER PLAN AND PROFILE Oct 28, 2024 - 10:20am

NOTES:

1. SANITARY SEWER MAIN LENGTHS ARE FROM CENTER OF STRUCTURE/ MANHOLE TO CENTER OF STRUCTURE / MANHOLE.
2. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING THE LATEST EDITION OF THE CITY OF AURORA ROADWAY DESIGN AND CONSTRUCTION SPECIFICATIONS AND THE WATER, SANITARY SEWER AND STORM DRAINAGE INFRASTRUCTURE STANDARDS AND SPECIFICATIONS PRIOR TO CONSTRUCTION AND KEEPING THE CONSTRUCTION PLANS AND STANDARDS AND REGULATIONS ON THE JOB SITE AT ALL TIMES.
3. THE CONTRACTOR TO VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL CONNECTION POINTS PRIOR TO CONSTRUCTION.
4. CONTRACTOR TO VERIFY DEPTHS OF ALL EXISTING UTILITIES
5. ALL SANITARY SEWER PIPE SHALL USE CLASS B ALTERNATE BEDDING PER DETAIL 100-1, CITY OF AURORA WATER SPECIFICATIONS.
6. ALL SANITARY SEWER MANHOLES ON MAINS LARGER THAN 12" IN DIAMETER SHALL BE CONSTRUCTED WITH OR LINED WITH HYDROGEN SULFIDE RESISTANT MATERIALS. HYDROGEN SULFIDE RESISTANT LINING SHALL BE APPLIED TO A MINIMUM THICKNESS PER MANUFACTURER'S RECOMMENDATIONS. ALL COATINGS MUST BE HOLIDAY TESTED FOR PROPER INSTALLATION BY A THIRD-PARTY NACE CERTIFIED TESTER. TESTING MUST BE IN ACCORDANCE TO THE MANUFACTURER'S RECOMMENDATIONS. SEE CITY OF AURORA APPROVED MATERIALS LIST FOR APPROVED PRODUCTS AND MANUFACTURERS.



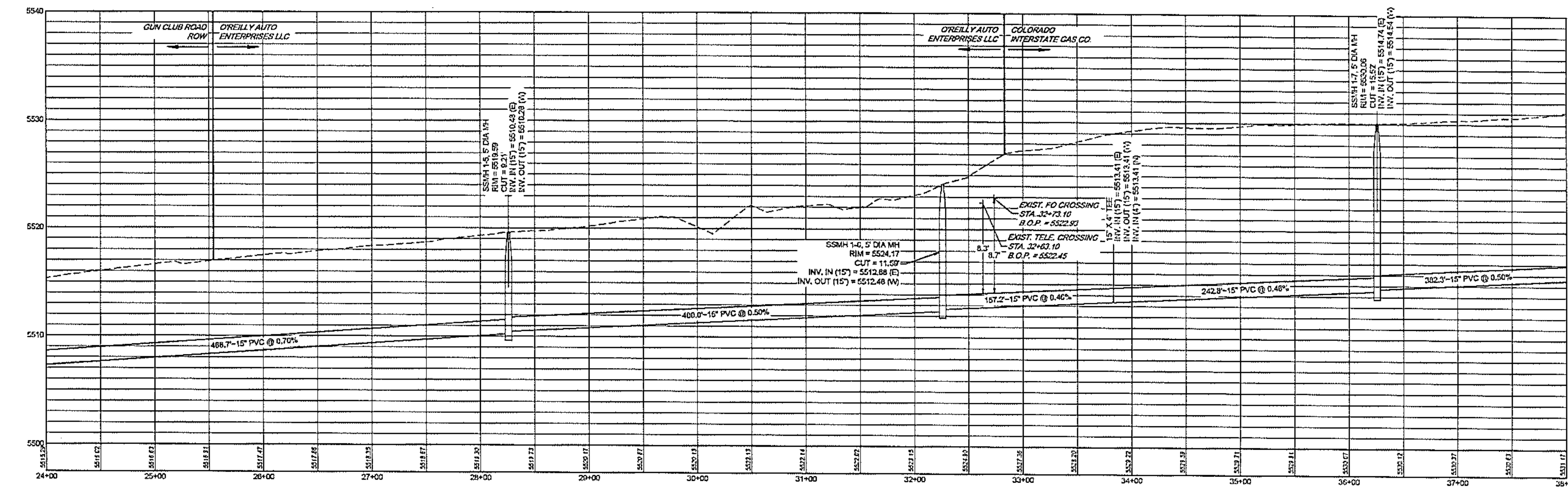
KEY MAP
1" = 1500'



OFFSITE SANITARY PLAN
SCALE: 1" = 50'

SCALE: 1" = 100'

OFFSITE SANITARY PROFILE
H: 1" = 50'
V: 1" = 5'



811 Know what's below. Call before you dig.

Redland
WHERE GREAT PLACES BEGIN
720.283.6783 • Land Planning • Landscape Architecture
REDLAND.COM • Civil Engineering • Construction Management

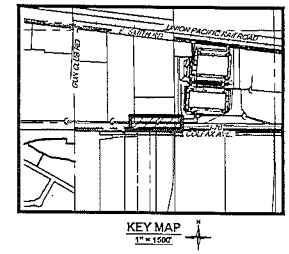
PROJECT NO.	DATE	NO.	NOTES

AERO 70
PHASE 1 INFRASTRUTURE
CONSTRUCTION DOCUMENTS
OFFSITE SANITARY PLAN AND PROFILE

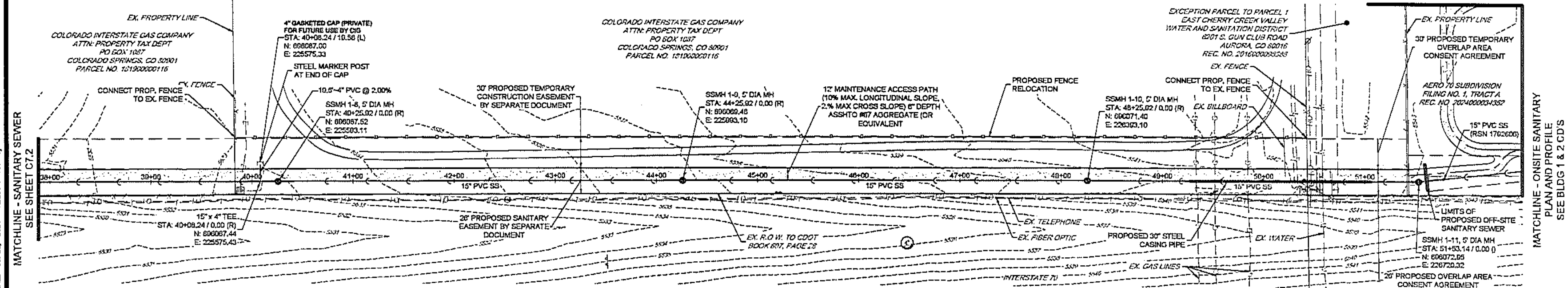
SHEET
C7.2
28

NOTES:

1. SANITARY SEWER MAIN LENGTHS ARE FROM CENTER OF STRUCTURE/ MANHOLE TO CENTER OF STRUCTURE / MANHOLE.
2. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING THE LATEST EDITION OF THE CITY OF AURORA ROADWAY DESIGN AND CONSTRUCTION SPECIFICATIONS AND THE WATER, SANITARY SEWER AND STORM DRAINAGE INFRASTRUCTURE STANDARDS AND SPECIFICATIONS PRIOR TO CONSTRUCTION AND KEEPING THE CONSTRUCTION PLANS AND STANDARDS AND REGULATIONS ON THE JOB SITE AT ALL TIMES.
3. THE CONTRACTOR TO VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL CONNECTION POINTS PRIOR TO CONSTRUCTION.
4. CONTRACTOR TO VERIFY DEPTHS OF ALL EXISTING UTILITIES
5. ALL SANITARY SEWER PIPE SHALL USE CLASS B ALTERNATE BEDDING PER DETAIL 100-1, CITY OF AURORA WATER SPECIFICATIONS.
6. ALL SANITARY SEWER MANHOLES ON MAINS LARGER THAN 12" IN DIAMETER SHALL BE CONSTRUCTED WITH OR LINED WITH HYDROGEN SULFIDE RESISTANT MATERIALS. HYDROGEN SULFIDE RESISTANT LINING SHALL BE APPLIED TO A MINIMUM THICKNESS PER MANUFACTURER'S RECOMMENDATIONS. ALL COATINGS MUST BE HOLIDAY TESTED FOR PROPER INSTALLATION BY A THIRD-PARTY NACE CERTIFIED TESTER. TESTING MUST BE IN ACCORDANCE TO THE MANUFACTURER'S RECOMMENDATIONS. SEE CITY OF AURORA APPROVED MATERIALS LIST FOR APPROVED PRODUCTS AND MANUFACTURERS.



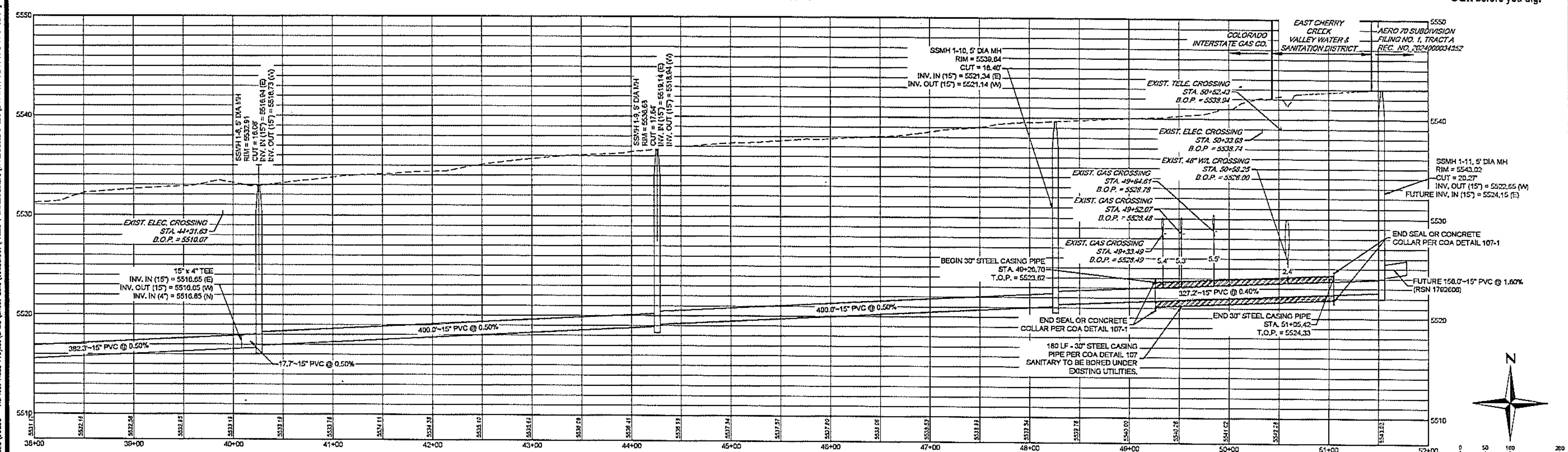
KEY MAP
1" = 1500'



OFFSITE SANITARY PLAN
SCALE: 1" = 50'

Know what's below. Call before you dig.

OFFSITE SANITARY PROFILE
H: 1" = 50'
V: 1" = 5'



N
SCALE: 1" = 100'

Redland
WHERE GREAT PLACES BEGIN
720.283.6783 REDLAND.COM
• Land Planning • Civil Engineering • Landscape Architecture • Construction Management

PROJECT NO.	DATE	NO.	NOTES	DATE	NO.	NOTES

AERO 70
PHASE 1 INFRASTRUTURE
CONSTRUCTION DOCUMENTS
OFFSITE SANITARY PLAN AND PROFILE

SHEET C7.3
29

EXHIBIT 2

Domestic Service Allocation Agreement

Domestic Water Service Connection Fee Allocation Agreement

This Agreement is entered into and effective as of the date of the last signature below by and between Colorado Interstate Gas Company LLC, owner of property located at 24650 E Smith Rd, Aurora, Colorado 80019 ("Owner") whose address is 2N. Nevada Ave. CO Springs, CO and the City of Aurora, Colorado, a home rule municipal corporation of the counties of Adams, Arapahoe, and Douglas, acting by and through its Utility Enterprise, whose address is 26791 East Quincy Avenue, Aurora, Colorado, 80016 ("Aurora Water").

Recitals

WHEREAS, the Owner is the owner of a certain lot or parcel of land situated in the county of Adams, State of Colorado, to-wit: Subdivision ________, Filing ____, Lot ____, and Block ____.

WHEREAS, the service connection fee for providing water to the property is defined in Section 138-221 of the Aurora City Code.

NOW, THEREFORE, in consideration of the covenants and promises which is hereby acknowledged, Aurora and Owner agree as follows:

1. Owner and Aurora Water have agreed, in an extra-territorial water and wastewater services agreement, that Owner shall provide an easement and temporary construction easement in lieu of payment for applicable connection fees.

2. Aurora Water's water service obligation to the property shall be limited, at all times, to 25 gallons per minute (GPM) unless modified by written amendment to the Extra-territorial Water and Wastewater Service Agreement between the parties.

3. Owner hereby attests that the property described herein conforms to the requirements established in the Aurora Water Standards and Specifications Manual including those set forth in Appendix F - Aurora Water Large Water Users Guide.

4. Owner has submitted their civil construction plan for the property, and the General Manager of Aurora Water (or designee) has approved the application for commercial water service equal or greater than three quarters of an inch (.75") in diameter based on the approved plan.

5. Owner's projected verified average daily recoverable demand is ________ gallons per day and the projected verified average daily non-recoverable demand is ________ gallons per day.

6. Based on the recoverable and non-recoverable demand, Owner agrees that the annual water allocation for purposes of payment of the service connection fee shall be ________ gallons

per day (________ gallons/year).

7. Owner, for itself, its heirs, successors and assigns, agrees and acknowledges that Owner will be charged and billed a capital recovery fee pursuant to City Code Section 138-221 for any water usage that exceeds the annual water allocation as defined in Paragraph 4 above for each year.

8. Undersigned Owner, and any subsequent owner, may have the opportunity to submit an application to increase the water allocation for the property as established in City Code Section 138-221. If approved by the General Manager of Aurora Water (or designee), Owner will be required to pay the water service connection fee based on the requested increased water allocation of the parcel. The water service connection fee shall be calculated as follows: increased usage (in gallons per day) multiplied by the water service connection fee in effect at time of the request pursuant to City Code 138-221.

9. Owner must provide a copy of this Agreement to any subsequent owner before the transfer of the property ownership occurs and must provide written proof of such in a manner reasonably acceptable to Aurora Water.

10. Aurora Water will not issue any refunds on any paid amount for the service connection fee.

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

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the last signature below.

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

______________________________ ______________
Marshall P. Brown, General Manager Date

APPROVED AS TO FORM FOR AURORA:

______________________________________ ______________
Ian Best Date
Assistant City Attorney

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this _____ day of ___________, 20__, by Marshall P. Brown, Director, acting on behalf of the Utility Enterprise of the City of Aurora, Colorado.

Witness my hand and official seal. __________________________
Notary Public

My commission expires: __________________

(SEAL)

OWNER:

Christa Robbins/Vice President ______ 7-9-25

Print Name and Title   Signature   Date

STATE OF Texas)
) ss
COUNTY OF Harris)

The foregoing instrument was acknowledged before me this 9th day of July, 2025, by Christa Robbins, Vice President, acting on behalf of the Colorado Interstate Gas Company, L.L.C.

Witness my hand and official seal. ______
Notary Public

My commission expires: 06-06-2027

(SEAL)

SHANDA D. AUSTIN
Notary Public, State of Texas
Comm. Expires 06-06-2027
Notary ID 128525461

EXHIBIT 3

Temporary Construction Easement

TEMPORARY SEWER CONSTRUCTION EASEMENT

The undersigned owner(s), **COLORADO INTERSTATE GAS COMPANY, L.L.C.**, a Delaware limited liability company, with an office at 2 North Nevada Avenue, Colorado Springs, Colorado 80903 hereinafter referred to as Grantor(s), hereby acknowledge(s) receipt from **THE CITY OF AURORA, COLORADO**, a home-rule municipal corporation, of the Counties of Adams, Arapahoe, and Douglas, State of Colorado, hereinafter referred to as "Grantee," of the sum of ONE DOLLAR ($1.00) AND NO/100, and other good and valuable consideration, in consideration of which Grantor(s) hereby grant(s) unto said Grantee, its successors and assigns, agents, employees, contractors, subcontractors, and invitees, a Temporary Sewer Construction Easement , to the extent necessary to carry out the Sanitary Sewer and Facilities construction work to wit:

See EXHIBIT A and B wherein the description of the Temporary Sewer Construction Easement is more fully set forth. Said Exhibit A and B is attached hereto and incorporated herein by reference ("Temporary Sewer Construction Easement").

Together with the right of ingress and egress over said Temporary Sewer Construction Easement , a staging and stockpiling area within the Premises, to survey, construct, reconstruct, and remove objects or structures therefrom if necessary for occupancy of the Temporary Sewer Construction Easement in order to to establish, lay, construct, install, replace, operate, maintain, access, inspect, patrol, protect, repair, relocate, use, and remove, from time to time, one sanitary and sewer transmission mains, line and facilities, and all fixtures, devices and structures whatsoever necessary or useful in the operation of said interceptor lines and facilities (the "Sanitary Sewer and Facilities") CIG requires that Grantee and each contractor or subcontractor associated with the construction of the sanitary sewer and facilities submit a CO One Call (8-1-1) Ticket for each different phase of the construction of the Sanitary Sewer and Facilities that involves earth disturbance (grading, excavating, trenching, digging, etc.). Grantee shall not excavate on the Sewer Easements for any purpose (including the initial construction of the Sanitary Sewer and Facilities) without giving Grantor forty-eight (48) hours' notice, by telephone at 303-261-4241 or 307-321-9261 or by email to Brian_Livermore@kindermorgan.com.

The term of the Temporary Sewer Construction Easement ("Term"), shall commence on the date identified in Grantee's forty-eight (48) hours' notice, by telephone at 303-261-4243 or 303-594-2645 or by email to Brian_Nave@kindermorgan.com Upon completion of such replacement or removal of the sanitary sewer facilities or excavation, Grantee shall restore said area to extent practicable to its original condition within a reasonable period of time and said Temporary Sewer Construction Easement shall revert and terminate same. All rights, duties and/or obligations arising by or under this Agreement shall only apply to the Temporary Sewer Construction Easement while same is in effect.. The duration of the Temporary Sewer Construction Easement shall be for a period to extend twelve (12) months from the date of initial construction commencement of the Sanitary Sewer and Facilities. Grantee and Grantor further acknowledge and agree that should the initial construction of the Sanitary Sewer and Facilities extend past the initial twelve (12) month term, Grantor agrees to further extend the Temporary Sewer Construction Easement to Grantee for an additional period of time, not to exceed six (6) months from the end of the initial twelve (12) month term.

Grantor hereby also grants unto said Grantee, its successors and assigns, access and entry to the Temporary Sewer Construction Easement for the purposes including, but not limited to, surveying, delivering of construction materials, or any other activity reasonably necessitated by the Sanitary Sewer and Facilities construction work. Grantee shall be allowed to have reasonable access to and/or entry upon the Premises at reasonable intervals to conduct the Sanitary Sewer and Facilities construction work.

Signed and delivered this 9th day of July 2025.

GRANTOR

By: [signature]
Christa Robbins, Vice President of Right of Way

The above and foregoing instrument was subscribed and sworn to before me this 9th day of July, 2025, by Christa Robbins, Vice President of Right of Way of Colorado Interstate Gas Company, a Delaware Limited Liability Company.

SHANDA D. AUSTIN
Notary Public, State of Texas
Comm. Expires 06-06-2027
Notary ID 128525461

Witness my hand and official seal.

Shanda D. Austin
NOTARY PUBLIC

My commission expires: 06-06-2027

Pursuant to Sec. 39-13-104, C.R.S. as amended, consideration paid for this conveyance is $1.00

Approver:

By:____________________________________
Marshall P. Brown, Aurora Water General Manager

APPROVED AS TO FORM:

____
Michelle Gardner,
Senior Assistant City Attorney

REVIEWED FOR GRANTEE:

____
Vern Adam, Deputy Director Engineering Services Aurora Water

____
Hector Reynoso, Real Property Services Manager

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.

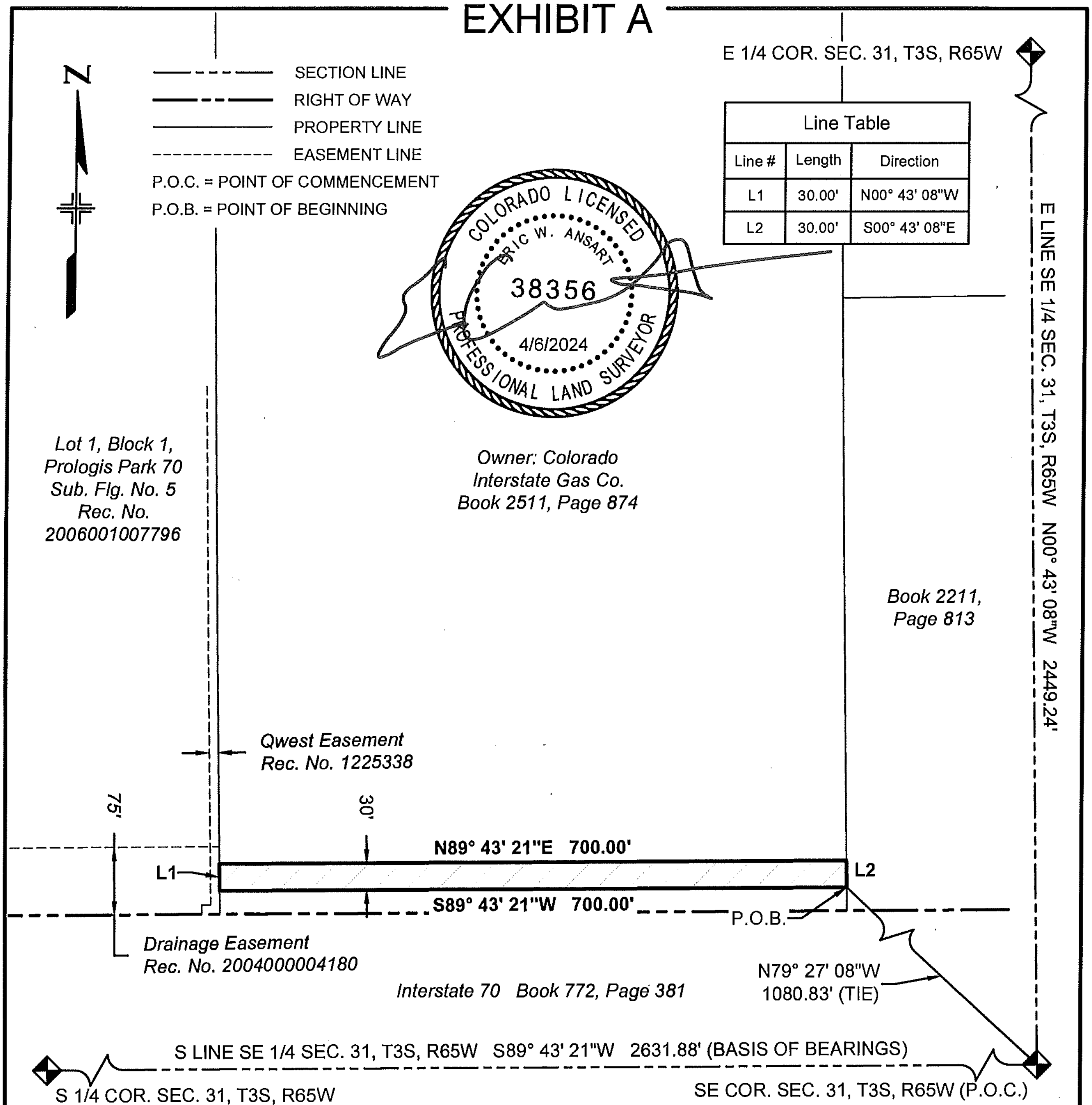
Bearings based on the south line of the SE 1/4 of Section 31, T3S, R65W, 6th P.M., being S89°43'21"W, and all lineal units are represented in US Survey Feet.

Illustration attached and made a part hereof.

COLORADO LICENSED
ERIC W. ANSART
38356
4/6/2024
PROFESSIONAL LAND SURVEYOR

Eric W. Ansart
Colorado PLS# 38356
For and on behalf of the
City of Aurora, Colorado
13636 E. Ellsworth Ave.
Aurora, Colorado 80012

ILLUSTRATION FOR
EXHIBIT A



BEARINGS BASED ON THE 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 21,000 SQUARE FEET (0.482 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			A TEMPORARY EASEMENT SITUATED IN THE SE 1/4 OF SEC. 31, T3S, R65W, 6TH P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO
DRAWN BY: EWA	SCALE: NONE	R.O.W. FILE NUMBER N/A	
CHECKED BY: DMR	DATE: 4/6/2024	JOB NUMBER: N/A	

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.

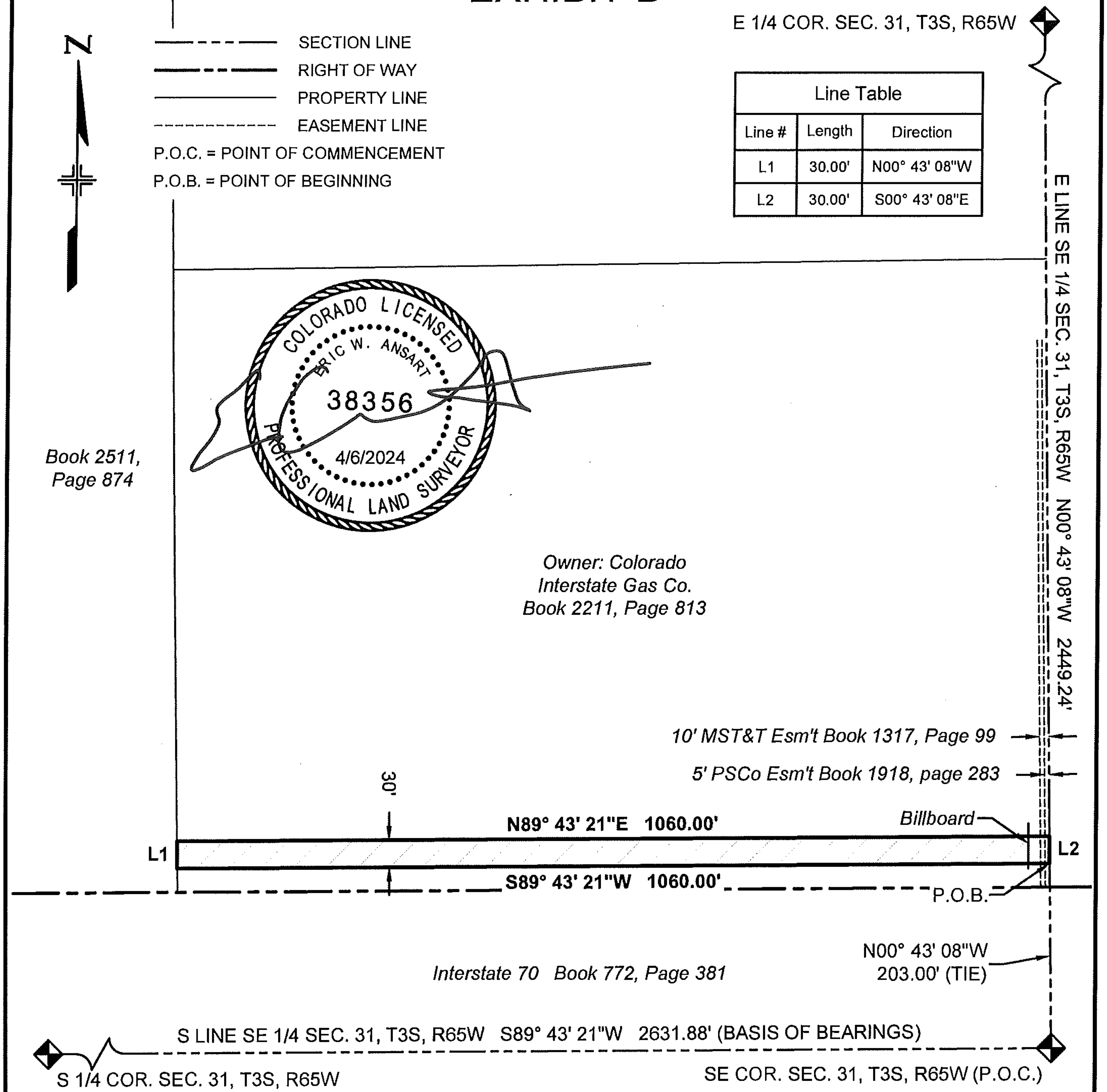
Bearings based on the south line of the SE 1/4 of Section 31, T3S, R65W, 6th P.M., being S89°43'21"W, and all lineal units are represented in US Survey Feet.

Illustration attached and made a part hereof.

Eric W. Ansart
Colorado PLS# 38356
For and on behalf of the
City of Aurora, Colorado
13636 E. Ellsworth Ave.
Aurora, Colorado 80012

COLORADO LICENSED
ERIC W. ANSART
38356
4/6/2024
PROFESSIONAL LAND SURVEYOR

ILLUSTRATION FOR
EXHIBIT B



Line Table

Line #	Length	Direction
L1	30.00'	N00° 43' 08"W
L2	30.00'	S00° 43' 08"E

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 31,800 SQUARE FEET (0.730 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			A TEMPORARY EASEMENT SITUATED IN THE SE 1/4 OF SEC. 31, T3S, R65W, 6TH P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO
DRAWN BY: EWA	SCALE: NONE	R.O.W. FILE NUMBER N/A	
CHECKED BY: DMR	DATE: 4/6/2024	JOB NUMBER: N/A	

EXHIBIT 4

Permanent Easement

SANITARY SEWER EASEMENT AGREEMENT

This Permanent Sanitary Sewer Easement Agreement (this "Agreement"), dated ____________________, 2025, is between **COLORADO INTERSTATE GAS COMPANY, L.L.C.**, a Delaware limited liability company, with an office at 2 North Nevada Avenue, Colorado Springs, Colorado 80903 hereinafter referred to as "Grantor", and **The City of Aurora, Colorado, a home rule municipal corporation of the counties of Adams, Arapahoe, and Douglas, Acting by and through its Utility Enterprise**, whose mailing address is 26791 E. Quincy Avenue Aurora, Colorado 80016 and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee") (Grantor and Grantee each a "Party" and collectively the "Parties"). For the consideration of ONE AND No/100 Dollars ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee a non-exclusive permanent, and temporary construction workspace easements, as applicable, for the purpose, presently and at such other times in the future as Grantee may elect, to establish, lay, construct, install, replace, operate, maintain, access, inspect, patrol, protect, repair, relocate, use, and remove, from time to time, one sanitary and sewer transmission mains, line and facilities, and all fixtures, devices and structures whatsoever necessary or useful in the operation of said transmission mains, lines and facilities (the "Sanitary Sewer and Facilities") not to exceed twenty-four inches (24") in nominal diameter for the purpose of water and sanitary sewer services as more particularly described and depicted in **Exhibit A and Exhibit B**, attached hereto and made a part hereof, in, over, through, across, under, upon, and along the following described property ("Grantor's Lands") situated in Adams County, Colorado, described as follows:

> That parcel of land described in that Warranty Deed recorded in **Book 2211 at Page 813** of the office of the Adams County Clerk and Recorder, Commencing at the Southeast corner of the Southeast quarter of Section 31, Township 3 South, Range 65 West of the 6th P.M., thence North 0° 14' West along the East line of said Southeast quarter of Section 31 a distance of 176 feet to the POINT OF BEGINNING; thence South 89° 46' West, a distance of 1060 feet; thence North 0° 14' West, a distance of 692 feet; thence North 89° 46' East, a distance of 1060 feet to a point on the East line of said Southeast quarter of Section 31; thence South 0° 14' East , along said East line a distance of 692 feet to the point of beginning, containing 16.839 acres more or less, attached hereto and made a part hereof; together with,
>
> A parcel of land in the Southeast Quarter (SE 1/4) of Section Thirty-one (31), Township Three (3) South, Range Sixty-five (65) West of the Sixth Principal Meridian, County of Adams, State of Colorado described in that Warranty Deed recorded in Book **2511 at Page 874** of the office of the

Adams County Clerk and Recorder, more particularly described as follows: Commencing at the Southeast corner of the said SE 1/4; Thence North 00°13'.25" West 177. 00 feet along the East line of the said SE 1/4 to the Northerly Right of Way line of I-70; Thence North 89°47' West 1,060 feet to the Southwest corner of a tract of land as described in Book 2211 at Page 813 of the Records of the Clerk and Recorder of Adams County; Thence North 89°47' West 700 feet along said Northerly Right of Way of I-70; Thence North 00°13'25" West' 2,411.75 feet parallel to the East line of said SE 1/4; to a point on the Southerly Right of Woy line of the Union Pacific Railroad and the Southerly line of Smith Rood; Thence South 83°00'22" East 705.57 feet along said Railroad Right of Way to the Northwest corner of a tract of land as described in Book 1837 at Page 164 of the Records of the Clerk and Recorder of the County of Adams; Thence South 00°13'25" East 2,328:48 feet along the West line of said tracts in Book 2211 at Page 813 and Book 1837 at Page 164 to the POINT OF BEGINNING containing 38.09 acres, more or less, attached hereto and made a part hereof.

Grantor hereby conveys a non-exclusive twenty-six foot (26') wide permanent easement for the above-described purposes, comprising approximately 1.04 acres, more or less, for the location and construction and location of the sanitary sewer (the "Permanent Sewer Easement"), is more particularly described and depicted on **Exhibit A and Exhibit B**. Notwithstanding anything herein to the contrary, except for manhole lids, or other appurtenances as required by Grantee, there shall be no other above-ground improvements of Grantee on the Permanent Sewer Easement. If possible, Grantee shall make all commercially reasonable efforts to place such above-ground appurtenances, if any, as close as possible to the point of beginning or point of termination of such Permanent Sewer Easement, as depicted on **Exhibit A and Exhibit B**. Grantee shall bury the sanitary sewer a minimum of eight feet (8') below the surface of the ground.

It is further agreed as follows:

1. The right to use these Permanent Sewer Easements shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes established herein. Grantee shall have the right of ingress and egress over and across the Permanent Sewer Easements to survey and conduct reasonable and necessary construction activities in accordance with the rights and obligations established herein.

2. During initial construction of the sanitary sewer and facilities, and thereafter as required for replacement, removal, or excavation, Grantee shall limit ingress and egress and the exercise of its rights under this Agreement to the Permanent Sewer Easement.

3.CIG requires that Grantee and each contractor or subcontractor associated with the construction of the sanitary sewer and facilities submit a CO One Call (8-1-1) Ticket for each different phase of the construction of the sanitary sewer and facilities that involves earth disturbance (grading, excavating, trenching, digging, etc.). Grantee shall not excavate on the Permanent Sewer Easements for any purpose (including the initial construction of the sanitary sewer and facilities) without giving Grantor forty-eight (48) hours' notice, by telephone at 303-261-4241 or 307-321-9261 or by email to Brian_Livermore@kindermorgan.com and Grantee shall not conduct any excavation outside the presence of a designated Grantor representative. No work as approved herein, including digging, shall be performed within twenty-five feet (25') of any of Grantor's pipeline facilities on Grantor's Lands without a designated Grantor representative being on-site, unless Grantor otherwise consents in writing. All digging and excavation shall be conducted solely by Grantor approved digging methods or as otherwise agreed upon in writing by Grantor taking place within the currently existing fenced area on Grantor's Land. All digging and excavation within eighteen inches (18") of Grantor's pipeline facilities shall be conducted solely by a Grantor-approved hand-digging or soft-digging method. In the event that contact is made with Grantor's pipeline facilities, said contact shall be reported immediately to Grantor's representative. No material, fill, spoil, pipe or other material shall be stored on or near the Grantor's Sanitary Sewer and Facilities without Grantor's prior written consent. The existing grade and/or ground cover on the Sewer Easements shall not be altered or reduced without Grantor's written consent, and if it is altered or reduced, upon completion of construction of the sanitary sewer and facilities, Grantee agrees to restore all disturbed areas on the Sewer Easements as nearly as practicable to their original condition at Grantee's sole cost and expense.

4. In addition to adhering to the covenants and obligations in this Agreement, and as additional covenants and obligations hereto, Grantee shall employ or contract only licensed professionals in compliance with all required certifications and standards required by applicable statutes, ordinances and regulations of any governmental entity having jurisdiction to construct, replace or remove the Sanitary Sewer and Facilities. Grantee shall be responsible for procuring and maintaining all necessary federal, state, county, and municipal permits, licenses, variances, signoffs, or other documentation required to construct, maintain, operate, repair, replace and remove the sanitary sewer and facilities.

5. Grantee will restore the ground disturbed by the Grantee's use and operations on the Permanent Sewer Easements (including initial construction of the Sanitary Sewer and Facilities) and will take reasonable measures, as necessary, to prevent soil erosion resulting solely from operations of Grantee hereunder. Grantee shall leave the surface as nearly as reasonably possible as it was prior to the construction of the Sanitary Sewer and Facilities and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the construction of the Sanitary Sewer and Facilities.

6. Grantor reserves the right to use the Permanent Sewer Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Notwithstanding the forgoing, Grantor is not permitted to conduct any of the following activities on the Permanent Sewer Easements without the written permission of Grantee, which shall not be unreasonably withheld, or unless otherwise permitted to do so under this Agreement: (1) construct any temporary or permanent building or site improvements, other than roads; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction may interfere with the purposes for which this Permanent Sewer Easement is being acquired. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated within thirty (30) days' receipt of written notice from Grantee or Grantee shall thereafter have the right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. -

7. After the construction of the Sanitary Sewer and Facilities, should the Sanitary Sewer and Facilities cease to be used for a continuous period of twenty-four (24) months or more or if Grantee shall at any time expressly abandon the Sanitary Sewer and Facilities for the use of the rights herein granted, the Sanitary Sewer and Facilities shall be considered abandoned and all rights enjoyed by Grantee herein terminated. Upon termination, subject to the lawful appropriation of funds by the Aurora City Council, Grantee agrees that it will promptly remove the Sanitary Sewer and Facilities from the Permanent Sewer Easements in accordance with this Agreement, industry standards, and in a good and workmanlike manner and restore the surface of the Permanent Sewer Easements as near as reasonably practicable to the conditions existing prior to the construction of the Sanitary Sewer and Facilities within 180 days of termination. After removal of the Sanitary Sewer and Facilities, the Permanent Sewer Easements shall revert to Grantor.

8. Grantee has the right to trim or cut down or eliminate grass, trees or shrubbery to the extent, in the reasonable judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with the operation of the Sanitary Sewer and Facilities.

9. Grantor shall retain all the oil, gas, and other minerals in, on and under the Permanent Sewer Easements.

10. As between the parties and without either party waiving any of the rights and protections provided by law, each party will be responsible for its own negligence and that of its agents and employees in the performance of this Agreement. If either party is given notice of a claim or suit against or involving the other arising from this Agreement, that party agrees to give the other party prompt written notice of such claim or suit. Nothing herein is intended to be or shall be construed to be a waiver of the parties' governmental immunity under C.R.S. Section 24-10-101, et seq., as amended, nor to violate the provisions of Section 2 of Article XI and Section 20 of Article X of the Colorado

Constitution. Nor shall this provision of the Agreement constitute a waiver of any applicable law

11. Neither Party shall be liable hereunder for indirect, special, speculative, remote, consequential or punitive damages (including lost profits or savings) even if it has been advised of their possible existence, except that the foregoing shall not restrict a Party's ability to recover actual damages for breach of this Agreement. Notwithstanding the foregoing, the limitations in this Section 11 shall not apply to Section 10 (Indemnity).

12. During the term of this Agreement, Grantee shall carry and maintain, and shall cause its contractors to carry and maintain insurance from carriers in accordance with the Aurora City Code. Prior to beginning any operations under this Agreement, except in the event of an emergency, Grantee shall furnish Grantor with certificates of insurance and/or self-insured letters evidencing insurance coverage. Notwithstanding the foregoing, Grantee may self-insure. If Grantee elects to self-insure, Grantee's self-insurance program shall respond in the same manner as commercial insurance with regard to additional insured and waiver of subrogation.

13. This Agreement shall not be assigned in whole or in part without the written consent of Grantor, which consent shall not be unreasonably withheld, delayed or conditioned. However, Grantee is specifically granted the right to assign this Agreement without the necessity of obtaining such consent should Grantee desire to assign this Agreement to any affiliate or subsidiary government entity of Grantee.

14. This Agreement shall be interpreted in accordance with the laws of Colorado and all applicable federal laws.

15. If any provision herein is held to be partially or completely contrary to law and/or unenforceable, then this Agreement shall survive and be deemed to be amended to delete the unenforceable provision or portion thereof.

16. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon their respective heirs, representatives, successors and assigns. Facsimile signatures shall be deemed as an original signature by the enforcing party.

17. In the event of a conflict between this Agreement and the Extraterritorial Water and Sanitary Sewer Services Agreement, this Agreement shall control.

19. This Agreement contains the entire agreement between the parties and there are not any other representations or statements, verbal or written that have been made modifying, adding to, or changing the terms of this Agreement.

Signed and delivered this 9th day of July 2025.

GRANTOR

By: [signature]

Christa Robbins, Vice President of Right of Way

The above and foregoing instrument was subscribed and sworn to before me this 9th day of July, 2025, by Christa Robbins, Vice President of Right of Way of Colorado Interstate Gas Company, a Delaware Limited Liability Company.

Pursuant to Sec. 39-13-104, C.R.S. as amended, consideration paid for this conveyance is $1.00

ACKNOWLEDGMENT

State of Texas §
§
County of Harris §

Shanda D. Austin

Notary Public

SHANDA D. AUSTIN
Notary Public, State of Texas
Comm. Expires 06-06-2027
Notary ID 128525461

Shanda D. Austin

(Print Name of Notary Public Here)

My Commission Expires:

06-06-2027

GRANTEE:

Approver:

By:____
Marshall P. Brown, Aurora Water General Manager

APPROVED AS TO FORM FOR GRANTEE:

____
Michelle Gardner, Senior Assistant City Attorney

REVIEWED FOR GRANTEE:

____
Vern Adam, Deputy Director of Engineering

____
Hector Reynoso, Real Property Services Manag

ACKNOWLEDGMENT

State of Colorado §
§
County of __________ §

The foregoing instrument was acknowledged before me this __________ day of ___________, 2025, by Marshall P. Brown, General Manager, Aurora Water Department, of 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, on behalf of the company.

____
Notary Public

____
(Print Name of Notary Public Here)

My Commission Expires:

____

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.

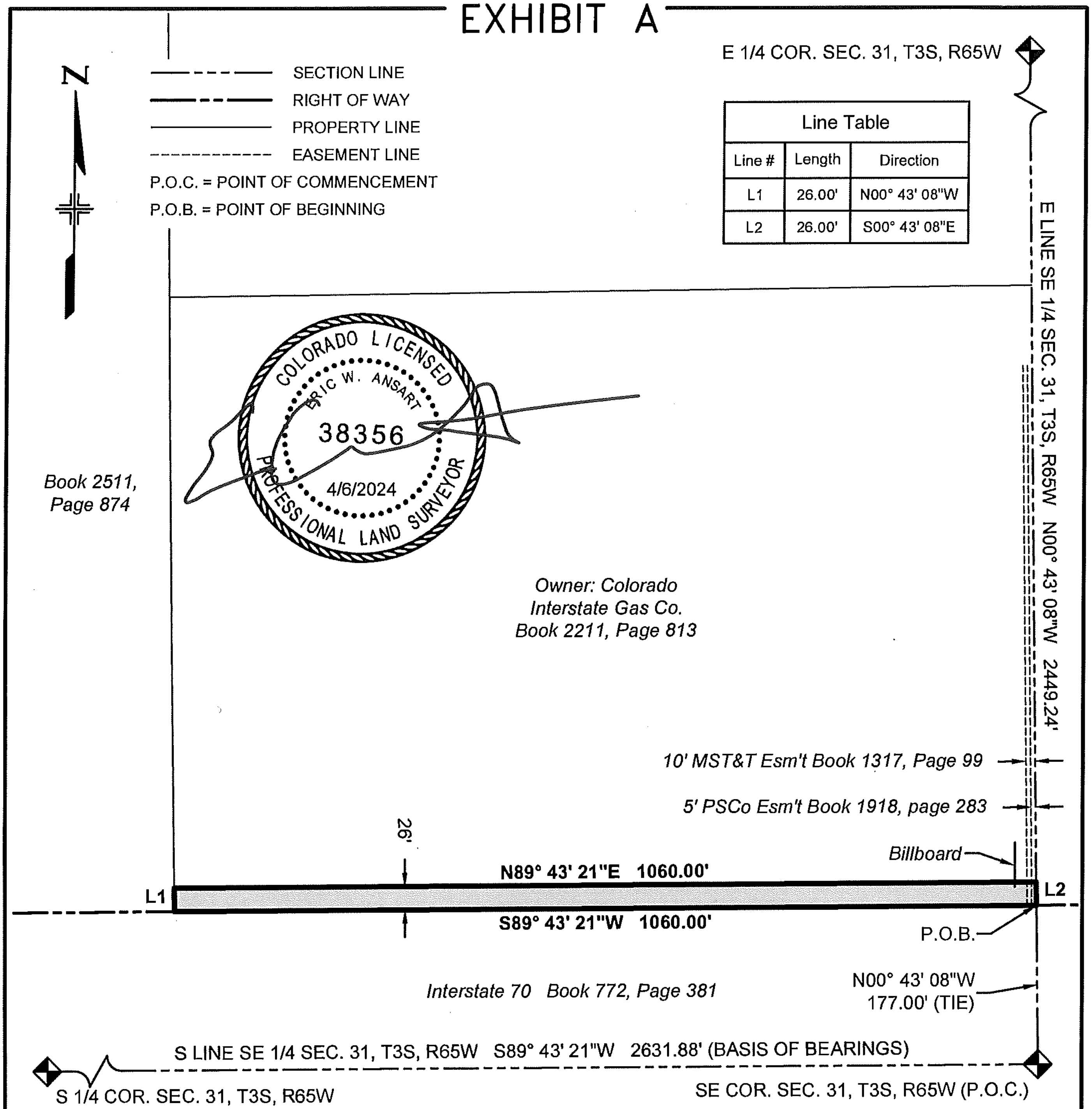
Bearings based on the south line of the SE 1/4 of Section 31, T3S, R65W, 6th P.M., being S89°43'21"W, and all lineal units are represented in US Survey Feet.

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

COLORADO LICENSED
ERIC W. ANSART
38356
4/6/2024
PROFESSIONAL LAND SURVEYOR

ILLUSTRATION FOR
EXHIBIT A



Line Table

Line #	Length	Direction
L1	26.00'	N00° 43' 08"W
L2	26.00'	S00° 43' 08"E

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			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
DRAWN BY: EWA	SCALE: NONE	R.O.W. FILE NUMBER N/A	
CHECKED BY: DMR	DATE: 4/6/2024	JOB NUMBER: N/A	

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.

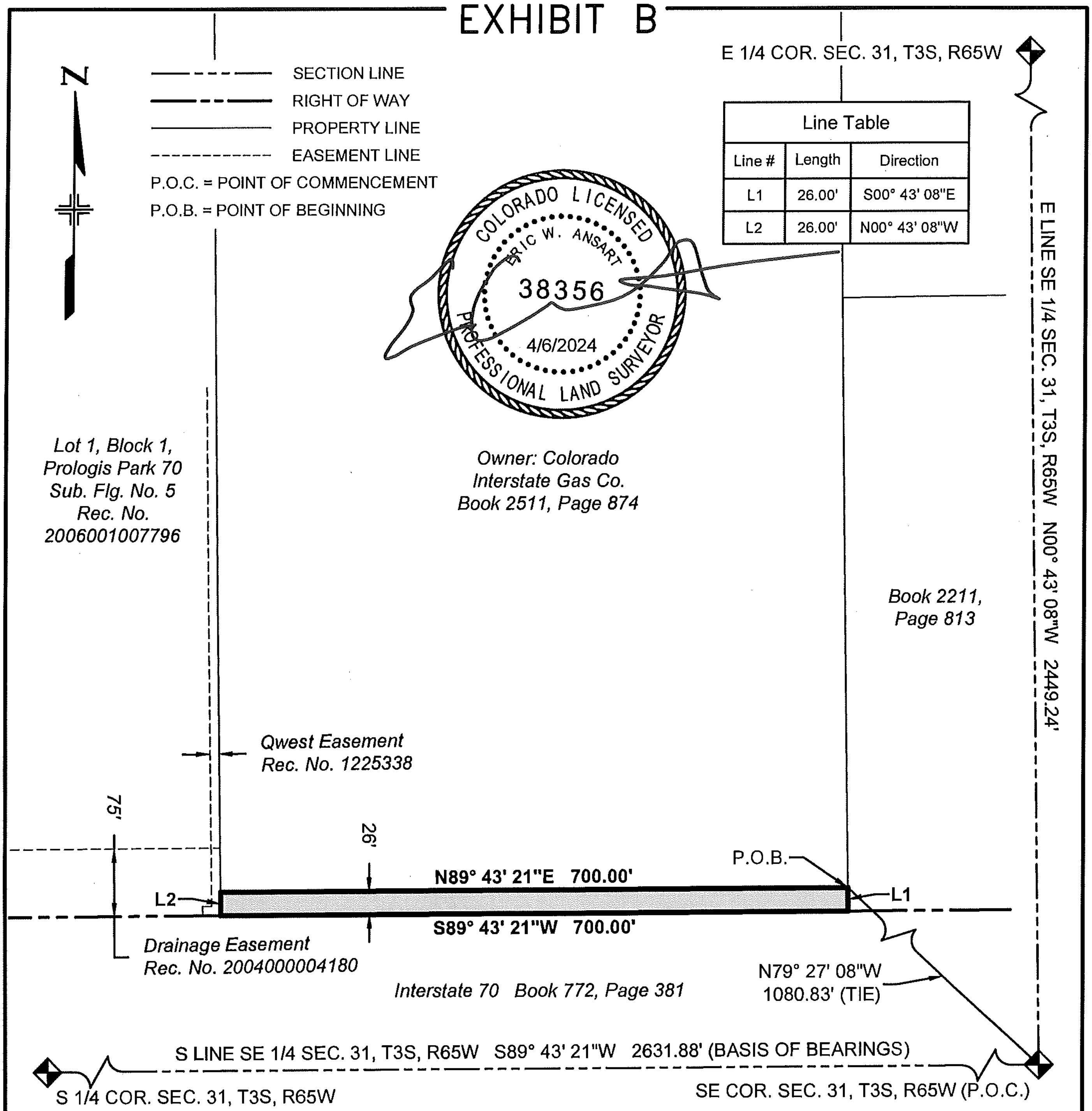
Illustration attached and made a part hereof.

Eric W. Ansart
Colorado PLS# 38356
For and on behalf of the
City of Aurora, Colorado
13636 E. Ellsworth Ave.
Aurora, Colorado 80012

COLORADO LICENSED
ERIC W. ANSART
38356
4/6/2024
PROFESSIONAL LAND SURVEYOR

ILLUSTRATION FOR

EXHIBIT B



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 18,200 SQUARE FEET (0.418 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			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
DRAWN BY: EWA	SCALE: NONE	R.O.W. FILE NUMBER N/A	
CHECKED BY: DMR	DATE: 4/6/2024	JOB NUMBER: N/A	

Exhibit A: Colorado Interstate Gas - Watkins Compressor Station

AURORA WATER

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

July 31, 2025

Miles 0 0.05 0.1 0.2

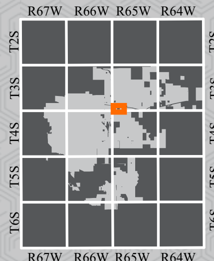
Author: RThornbu **Date:** 7/31/2025 **APRX Path:** K:\Dept\WaterEngineering\14 GIS\14.05 PROJECTS\14.05C Map Requests\ENGR_SR_Aero70_Waterline_Reimbursement\PROJECT_MAP.aprx

Exhibit B: Aero 70 Improvements

Aurora Water

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

July 31, 2025



Legend

- Active Wastewater
- Proposed Wastewater
- Active Potable Water
- Proposed Potable Water
- Sanitary Easement

Miles 0 0.05 0.1 0.2

Author: RThornbu **Date:** 7/31/2025 **APRX Path:** K:\Dept\WaterEngineering\14 GIS\14.05 PROJECTS\14.05C Map Requests\ENGR_SR_Aero70_Waterline_Reimbursement\PROJECT_MAP.aprx

CITY OF AURORA
Council Agenda Commentary

Item Title: Restoration of Yield Intergovernmental Agreement (IGA) (Resolution)	
Item Initiator: Rick Kienitz, Water Resources Manager, Aurora Water	
Staff Source/Legal Source: Alexandra Davis, Assistant General Manager of Water Supply and Demand, Aurora Water / Stephen Cann, Senior Assistant City Attorney	
Outside Speaker: N/A	
Strategic Outcome: Healthy: Connecting natural and built environments with multimodal networks, ensuring access to parks and recreation, and preserving sustainable water supplies.	

COUNCIL MEETING DATES:

Study Session: 9/8/2025

Regular Meeting: 9/22/2025

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Alexandra Davis, Assistant General Manager of Water Supply and Demand, Aurora Water / Stephen Cann, 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 above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Water Policy

Policy Committee Date: 8/20/2025

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☒ Minutes Not Available

☐ Minutes Attached

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

On August 20, 2025, the Water Policy Committee supported moving an Intergovernmental Agreement for the Restoration of Yield forward to the September 8, 2025 Study Session.

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

In May 27, 2004, Aurora along with Colorado Springs Utilities, Pueblo Board of Water Works, Pueblo West, City of Fountain, Southeast Colorado Water Conservancy District (collectively ROY Partners) entered into an Intergovernmental Agreement with the City of Pueblo allowing each partner to, inter alia, to recover certain foregone diversions on the Arkansas River for subsequent storage and the exchange of that water back upstream under different stream flow conditions. Recapturing the foregone diversions is known as Recovery of Yield (ROY). Aurora and its ROY partners have come together to propose a new Authority to govern the new storage projects to be developed for the purposes of restoring the lost yield of the ROY members. This joint Intergovernmental Agreement would allow the ROY partners to work together to explore, develop, construct, and manage new storage projects. The Authority will hold title to the Haynes Creek property, which the members have jointly acquired, and other property interests as acquired, and construct associated infrastructure for the Haynes Creek project. The Authority will conduct investigations into other potential ROY projects that two or more members wish to pursue. The Authority will hold title to these other ROY project facilities and associated property as well. The administrative expenses of the Authority, including the costs of investigating and evaluating potential ROY Projects, will be allocated among the members participating in the particular projects. The Authority will have a Board that is representative of the members and that Board will have control over the decisions on administrative matters based on one vote per member. Subcommittees of the Board will be formed for each project pursued composed of the directors for the members who are participating in the particular project to implement a Work Plan and to make decisions regarding construction and operational issues needed for the projects. In this way Aurora and its ROY members can jointly develop and operate the facilities needed to recapture and restore lost yield.

FISCAL IMPACT

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

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

REVENUE IMPACT

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

N/A

BUDGETED EXPENDITURE IMPACT

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does Council support moving an Intergovernmental Agreement for the Restoration of Yield forward to the September 22, 2025 Council meeting?

LEGAL COMMENTS

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

RESOLUTION NO. R2025-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BY AND AMONG THE BOARD OF WATER WORKS OF PUEBLO, COLORADO, CITY OF AURORA, ACTING BY AND THROUGH ITS UTILITY ENTERPRISE, SOUTHEASTERN COLORADO WATER ACTIVITY ENTERPRISE, CITY OF FOUNTAIN, CITY OF COLORADO SPRINGS, AND PUEBLO WEST METROPOLITAN DISTRICT

WHEREAS, the City of Aurora, Colorado, a home rule municipal corporation of the counties of Adams, Arapahoe and Douglas, acting by and through its Utility Enterprise ("Aurora Water"), the City of Colorado Springs, on behalf of its enterprise Colorado Springs Utilities ("Colorado Springs"), the Board of Water Works of Pueblo, Colorado ("Pueblo Water"), the City of Fountain, acting by and through the City of Fountain Electric, Water and Wastewater Utility Enterprise ("Fountain"), Pueblo West Metropolitan District ("Pueblo West"), and the Southeastern Colorado Water Activity Enterprise ("Southeastern"), all political subdivisions of the State of Colorado, collectively referred to as the "Parties" and individually referred to as "Party", are authorized as government agencies, pursuant to Colo. Const., art. XIV, § 18(2)(a) and C.R.S. §§ 29-1-201, et seq., to contract with one another to provide any function, service or facility lawfully authorized to each; and

WHEREAS, the Parties (excluding Pueblo West) entered into an Intergovernmental Agreement with the City of Pueblo, Colorado ("City of Pueblo"), fully executed on May 27, 2004 ("Pueblo IGA"), providing inter alia for the parties to the Pueblo IGA to forego diversion of certain water rights under certain flow conditions on the Arkansas River to help sustain flows through certain recreational structures on the Arkansas River in the City of Pueblo, and to recapture the foregone diversions downstream for subsequent storage and the exchange of that water back upstream on the Arkansas River under different stream flow conditions; and

WHEREAS, the program to recapture the foregone diversions is known as the "Restoration of Yield" ("ROY"); and

WHEREAS, the Parties have jointly acquired land, sometimes referred to as the "Haynes Creek Property," located in portions of Sections 5, 8 and 9, Township 21 South, Range 61 West, 6th P.M., for purposes of constructing a water storage reservoir in furtherance of the ROY Program; and

WHEREAS, the Parties foresee the need to construct water diversion, conveyance and storage reservoirs, in addition to the reservoir that may be constructed on the Haynes Creek Property, to implement the ROY Program; and

WHEREAS, the Parties have concluded that they can more effectively and efficiently accomplish the objectives of the ROY Program by acquiring real property and constructing water diversion, conveyance and storage facilities through a single entity; and

WHEREAS, pursuant to Colorado Constitution Article XIV, Section 18(2)(a) and (b), and Section 29-1-203, Colorado Revised Statutes ("C.R.S."), governmental entities may cooperate or contract with each other to provide any function, service or facility lawfully authorized to each, including the joint exercise of the function, service or facility by joint contract, and the establishment of a separate legal entity to do so; and

WHEREAS, the Parties desire to enter into the Establishing Agreement for Restoration of Yield Water Authority ("ROY Authority IGA") to establish a separate governmental entity to make the most efficient and effective use of their powers, and to perform their responsibilities more effectively to develop water resources, systems and facilities under Section 29-1-204.2, C.R.S. as may be amended; and

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

WHEREAS, the City Council of the City of Aurora finds and determines that it is in the best interests of the city and its citizens to authorize the execution of the ROY Authority IGA.

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

Section 1. The City Council hereby approves the Establishing Agreement for Restoration of Yield Water Authority by and among Board of Water Works of Pueblo, Colorado, City of Aurora, Southeastern Colorado Water Activity Enterprise, City of Fountain, City of Colorado Springs, and Pueblo West Metropolitan District.

Section 2. The Establishing Agreement for Restoration of Yield Water Authority provides for the appointment of one Director and one Alternate Director by each member. City Council hereby delegates authority to the General Manager of Aurora Water to appoint one Director and one Alternate Director as necessary.

Section 3. The Mayor and the City Clerk are hereby authorized to execute and deliver the ROY Authority Establishing Agreement on behalf of the City in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

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

RESOLVED AND PASSED this ____ day of ____________ 2025.

____
MIKE COFFMAN, Mayor

ATTEST:

____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

RLA

By: Stephen Cann
STEPHEN CANN, Sr. Assistant City Attorney

ESTABLISHING AGREEMENT
FOR
RESTORATION OF YIELD WATER AUTHORITY

A Water Authority formed pursuant to Section 29-1-204.2(1), C.R.S.

This AGREEMENT, made and entered into among the City of Aurora, Colorado, a home rule municipal corporation of the counties of Adams, Arapahoe and Douglas, acting by and through its Utility Enterprise ("Aurora Water"), the City of Colorado Springs, on behalf of its enterprise Colorado Springs Utilities ("Colorado Springs"), the Board of Water Works of Pueblo, Colorado ("Pueblo Water"), the City of Fountain, acting by and through the City of Fountain Electric, Water and Wastewater Utility Enterprise ("Fountain"), Pueblo West Metropolitan District ("Pueblo West"), and the Southeastern Colorado Water Activity Enterprise ("Southeastern"), all political subdivisions of the State of Colorado (collectively "the Members").

RECITALS

A. Each of the Members own water rights decreed in the Arkansas River Basin; and

B. Each of the Members (except Pueblo West) entered into an Intergovernmental Agreement with the City of Pueblo, Colorado ("City of Pueblo"), effective as of May 27, 2004, providing inter alia for Foregone Diversions (as defined below) by the parties to the Pueblo IGA, and the recapture of Foregone Diversions downstream for subsequent storage and the exchange of that water back upstream on the Arkansas River under different stream flow conditions; and

C. Pueblo West's participation in this Authority is authorized by and limited by the terms of the March 31, 2011, IGA Operational Clarification Letter - Arkansas River Flow Management Program & Pueblo West; and

D. The program to recapture the Foregone Diversions is known as the "Restoration of Yield" or the "ROY Program"; and

E. The Members have jointly acquired land, sometimes referred to as the "Haynes Creek Property," located in portions of Sections 5, 8 and 9, Township 21 South, Range 61 West, 6th P.M., for purposes of constructing a water storage reservoir in furtherance of the ROY Program; and

F. The Members foresee the need to construct water diversion, conveyance and storage reservoirs, in addition to the reservoir that may be constructed on the Haynes Creek Property, to implement the ROY Program; and

G. The implementation of the ROY Program will create benefits for the inhabitants of the areas served by each of the Members; and

H. The Members have concluded that they can more effectively and efficiently accomplish the objectives of the ROY Program by acquiring real property and constructing water diversion, conveyance and storage facilities through a single entity; and

I. Pursuant to Colorado Constitution Article XIV, Section 18(2)(a) and (b), and Section 29-1-203, Colorado Revised Statutes ("C.R.S."), governmental entities may cooperate or contract with each other to provide any function, service or facility lawfully authorized to each, including the joint exercise of the function, service or facility by joint contract, and the establishment of a separate legal entity to do so; and

J. Pursuant to Section 29-1-204.2(1), C.R.S., any combination of municipalities, special districts, and other political subdivisions of the state, by contract with each other, may establish a separate governmental entity known as a Water Authority; and

K. To make the most efficient and effective use of their powers, and to perform their responsibilities more effectively, the Members wish to establish a separate governmental entity to develop water resources, systems and facilities under Section 29-1-204.2, C.R.S. as may be amended.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the Members agree as follows:

1. GENERAL

1.1. Interpretation. In this Agreement, unless the context otherwise requires:

1.1.1. The terms "herein," "hereunder," "hereby," "hereto," "hereof" and any similar term, refer to this Agreement as a whole and not to any particular provision hereof.

1.1.2. All defined terms include both the singular and the plural, and all capitalized words or terms have the meaning set forth herein.

1.2. Definitions. As used herein the words below, when capitalized in this Agreement, have the following meaning:

1.2.1. Agreement: This Establishing Agreement for the ROY Water Authority.

1.2.2. Authority: The Restoration of Yield ("ROY") Water Authority.

1.2.3. Board: The Board of Directors of the Authority.

1.2.4. Property Contribution: Each Members' ownership interest in the Haynes Creek Property.

1.2.5. Director: A duly appointed director of the Board of Directors of the Authority.

1.2.6. Foregone Diversions: The meaning is set forth in the November 7, 2006 Clarification Letter, attached as Exhibit A, that is part of the Pueblo IGA (defined below).

1.2.7. Haynes Creek Project: A proposed ROY Project for water storage to be constructed on the property identified in recital F above.

1.2.8. Members: The governmental entities identified in the introductory paragraph of this Agreement.

1.2.9. General Participation Percentage: Each Member's percentage of participation in the authority as set forth in Section 4.11 below.

1.2.10. Pueblo IGA or Regional IGA: The Intergovernmental Agreement entered into by and among the City of Pueblo, a municipal corporation, Aurora Water, Southeastern, Fountain, Colorado Springs and Pueblo Water, on May 27, 2004, including the letters of clarification dated November 7, 2006, March 31, 2011, and November 22, 2013 (date of last signature) and any subsequent amendments thereto.

1.2.11. ROY Project: A project to construct Facilities pursuant to a Work Plan approved under Section 8 that is undertaken by the Authority for the benefit of two or more of the Members desiring to participate in the particular project.

1.2.12. ROY Project Facilities or Facilities: Any water works including, but not limited to, diversion structures, pump stations, transmission conduits, water storage reservoirs, and all appurtenances thereto, and including any interest in such Facilities, owned and operated by the Authority.

1.3. In general, and as described in greater detail in the sections that follow, the Authority will hold title to the Haynes Creek Project property and any other property interests acquired and Facilities constructed by the Authority for that Project. The Authority will also hold title to other ROY Project Facilities and associated property. The Authority will conduct investigations into other potential ROY Projects two or more Members wish to pursue. The administrative expenses of the Authority, including the costs of investigating and evaluating potential ROY Projects, will be allocated among the Members in accordance with Section 7.2 below. The Board will have control over decisions on administrative matters on the basis of one vote per member (see Section 5.1.7.1.). A subcommittee of the Board will be formed to implement a Work Plan (see Section 8 below) and to make decisions regarding construction and operational issues related to the Haynes Creek Project; the subcommittee will be composed of the Directors for those Members who choose to participate in that project. Similar subcommittees will be formed in connection with any subsequent ROY Project Work Plan. The number of votes that may be cast by each subcommittee member and the allocation of all costs associated with construction and operation of any specific ROY Project will be based on the Facility Participation Percentage of each Member participating in that Project (see Sections 5.1.7.3., 7.3 and 7.4 below). Each separate ROY Project Facility will be operated in accordance with a Facility Governance Agreement pursuant to Section 9 below.

2. ESTABLISHMENT OF AUTHORITY

2.1. Creation. There is hereby established a governmental entity pursuant to Section 29-1-204.2(1), C.R.S., known as the ROY Water Authority, which is separate and distinct from the Members.

2.2. General Powers. To the extent permitted by Colorado law, and except as specifically limited herein, the Authority shall have all the powers, duties, privileges, immunities, rights, liabilities, and limitations of a political subdivision and a public corporation of the State of Colorado.

2.3. Purposes. The Authority is established for the general purpose of implementing the ROY Program. This includes, but is not limited to land acquisition, engineering evaluations and feasibility studies, facility design, permitting, construction and/or construction oversight, land management, facility management and operation including repair and replacement, and any such other activities as the Board may determine necessary or desirable in connection with accomplishing the objectives of the ROY Program ("Purposes"). The Purposes may be accomplished outside of the geographic boundaries of the Members and are for the primary, although not necessarily exclusive, benefit of the Members.

3. SPECIFIC POWERS

3.1. Statutory Powers. The Authority shall have all the powers that have been or may be granted to an entity created pursuant to the provisions of Section 29-1-204.2(3), C.R.S., as amended from time to time, except as expressly limited by this Agreement.

3.2. Notwithstanding the foregoing, the Members agree that this Agreement and the implementation of the ROY Program hereunder is secondary and supplementary to the Members' legal authority to separately provide water systems and services to their respective inhabitants and others, and to incur financial obligations in connection therewith.

3.3. Specific Powers. Without limiting the effect of Section 3.1. above, to implement the ROY Program, the Authority is empowered to:

3.3.1. Acquire, develop, construct, expand, manage, lease (as lessor or lessee) maintain, operate, repair, and replace Facilities and related improvements, or any interest therein for the benefit of two or more of the Members.

3.3.2. Acquire, hold, lease (as lessor or lessee), sell or otherwise dispose of real or personal property, and all Facilities, upon such terms and conditions as may be approved by the Board. The Authority will own all Facilities.

3.3.3. Enter into contracts for ROY Program related activities, including for goods, services, construction, expansion, lease, operation and maintenance of the Facilities.

3.3.4. Perform such studies and investigations into the development of water resources, systems and facilities as may be useful in accomplishing the Purposes.

3.3.5. Allow non-members to acquire a contractual right of use in a Facility or Facilities where doing so will not be detrimental to any Member, and where approved as further provided herein.

3.3.6. Determine and set Member assessments and special assessments.

3.3.7. Fix, maintain and revise fees, rates and charges for functions, services, or Facilities provided by the Authority.

3.3.8. Sue and be sued in its own name as a separate legal entity.

3.3.9. Employ agents and employees and such professional or other consultants as it may deem necessary or advisable to fulfill the Purposes.

3.3.10. Adopt by-laws and/or regulations respecting the exercise of its powers and carrying out of the Purposes.

3.3.11. In general, exercise all powers that are essential, necessary, incidental, convenient, or conducive to the attainment of its Purposes.

3.3.12. Do and perform any acts and things authorized herein through, or by means of an agent or by contracts with any person, firm, or corporation.

3.4. Limitations on Powers.

3.4.1. The Authority shall not issue bonds, notes, or incur debt in its own name. To the extent debt must be incurred to finance the cost of land acquisition and/or construction of Facilities, individual Members will be responsible for financing their respective portions of such costs.

3.4.2. The Authority shall not have any interest in the water supplies of the Members and shall have no authority without the consent of the affected Member(s) to: (a) regulate water use by Members, (b) regulate the exercise of water rights of Members, (c) impose any permitting requirements upon Members apart from any permitting requirements applicable to a Facility, or (d) take any other action to affect any Member's existing water rights or the operation of a Member's water supply system facilities other than a ROY Project Facility.

3.4.3. Notwithstanding any provision of this Agreement to the contrary, the Authority shall not have the powers of taxation or imposition of *ad valorem* special assessments.

3.4.4. Nothing in this Agreement shall affect any of the Members' rights or obligations pursuant to the Pueblo IGA.

4. MEMBERSHIP

4.1. The Members' General Participation Percentages are as follows:

Member	**General Participation Percentage**
Aurora Water	28.57
Colorado Springs	28.57
Pueblo Water	28.58
Fountain	4.76
Pueblo West	4.76
Southeastern	4.76

4.2. Property Contribution. Within 60 days of the full execution of this Agreement, each Member will convey and assign its interest in the Haynes Creek Property to the Authority. The real property and the water rights acquired with the Haynes Creek Property will be conveyed by Special Warranty Deed free and clear of all liens and encumbrances, personal property will be conveyed by bill of sale, and all leases will be assigned to the Authority. The property so dedicated will be owned by the Authority but managed by the participants in the Haynes Creek Cost Center.

4.3. Voluntary Termination of Membership. A Member may voluntarily withdraw from this Agreement by (a) giving a minimum of 90-days' notice of intent to terminate to the remaining Members; (b) divesting itself of any Facilities Participation Interest(s) by completing the process described in Section 9.4. below, and (c) then providing to the Board a written document authorized by the governing body of such Member stating its intent to withdraw. Such withdrawing Member shall satisfy all its obligations, financial or otherwise, outstanding on the date of withdrawal, to or on behalf of the Authority. Upon withdrawal, a withdrawing Member shall have no further interest, right or title in or to any Facility, assets, or equity of the Authority. Withdrawal from the Authority by any Member or combination of Members shall not cause termination of this Agreement as between the Members not withdrawing. The termination of all or a portion of a Member's General Participation Percentage in the Authority will require a redetermination of the General Participation Percentage of all remaining Members and will be reflected in an addendum to this Agreement. Unless otherwise unanimously agreed by the remaining Members, the terminating Member's General Participation Percentage will be allocated pro rata among the remaining Members in proportion to their General Participation Percentage.

4.4. Involuntary Limitation or Termination of Membership.

4.4.1. In the event a Member is delinquent in the payment of its assessments for three months after the date such assessments are due, such Member's right to divert water into, release water from, and to store additional water in its portion storage capacity owned by the Authority, and to use any Facilities owned by the Authority shall be suspended until all assessment payments are current.

4.4.2. If a Member is delinquent in the payment of its assessments for more than 12 months, the Board may declare such Member's General Participation Percentage and Facility Participation Percentage(s) suspended. A suspended Member has no voting rights under this Agreement. A suspension of a Member does not reduce or change the obligations of the Suspended Member under the other provision of this Agreement or a Facility Governance Agreement. The suspension shall remain in effect until the Suspended Member has paid all its unpaid assessments plus interest at rate of 1.5% per month or a rate of 18% per year, compounded annually. Upon reinstatement, the formerly suspended Member's Facility Participation Percentage will remain subject to any lease entered into by the Authority under Section 4.4.3.

4.4.3. The Authority may lease a Suspended Member's Facility Participation Percentage in any Facility. The lease of the Suspended Member's Facility Participation Percentage will first be offered to other Members with a Facility Participation Percentage in the same Facility. Any remaining Facility

Participation Percentage will then be offered to other Members on a prorate basis, and finally to non-Members meeting the requirements of Section 29-2-204.2(1), C.R.S. Any such lease(s) shall be for an amount not less than the annual assessments on the portion of the Facility Participation interest subject to the Lease. Any such lease will contain a provision that it shall terminate by December 31 of the year the Suspended Member is reinstated. All revenues from such lease will be first applied to the Suspended Member's annual assessment for the current year for the Facility, then to its annual General Participation Percentage Assessment for the current year, then to its unpaid assessments for previous years and any remaining funds will be paid to the Suspended Member.

4.4.4. If a Member has been suspended for 12 or more consecutive months, then the Authority may seek to permanently sell the Suspend Member's General Participation Percentage and Facility Participation Percentage(s) in the manner allowed by law. Upon such disposition, the Suspended Member will no longer be a Member and shall have no interest in the assets of the Authority. All revenues from such disposition will be first applied to the Suspended Member's annual assessment for the current year for the Facility, then to its annual General Participation Percentage Assessment for the current year, then to its unpaid assessments for previous years and any remaining funds will be paid to the Suspended Member.

4.5. Dissolution of Member. If a Member is dissolved or otherwise ceases to exist, then either (i) the plan for dissolution for such Member shall contain adequate provisions reasonably acceptable to the Authority for the performance of all of such Member's obligations to the Authority; or (ii) all such obligations shall be fully paid and performed prior to the effective date of dissolution.

4.6. No Member's water rights or rights to use water (other than those acquired in the purchase pursuant to the Haynes Creek Property Intergovernmental Agreement dated October 15, 2021) are assigned or otherwise provided to the Authority pursuant to this Agreement, and no water right is created by this Agreement. The water to be used by a Member in any Facility has been or will be acquired by such Member separately from this Agreement. The foregoing notwithstanding, the Authority may appropriate rights of exchange to move Foregone Diversions into or out of the Facilities it constructs, for the benefit of the Members, in the discretion of the Board.

5. GOVERNANCE

5.1. Board of Directors

5.1.1. Board of Directors. The governing body of the Authority shall be the Board in which all powers of the Authority are vested, and which shall exercise all powers, rights, and duties vested in and imposed on the Authority by this Agreement and applicable law.

5.1.2. Composition. The Board shall be composed of one Director appointed by each of the Members. Each Director shall serve on the Board at the pleasure of the appointing Member. Each Member may appoint an alternate Director who may act in place of that Member's Director if the Member's Director is unavailable. For all actions of the Board only one Director shall sit on the Board or act on behalf of a Member. An alternate Director shall not be deemed an Officer for any purpose. Appointment of a new Director or alternate Director must be made in writing, appropriately authorized by the appointing Member and shall be effective upon delivery to the Secretary/Treasurer provided the appointment is received by the Secretary/Treasurer at least three business days prior to a meeting of the Board in which the new Director or alternate Director will be acting on behalf of the Member. The names of the initial Directors and alternate Directors are set forth in the attached Exhibit B.

5.1.3. Vacancy. A vacancy on the Board shall be filled by the appointing Member.

5.1.4. Regular and Special Meetings. The Board shall hold regular meetings and may hold special meetings, the time and place of which shall be determined by the Board in accordance with the bylaws or regulations of the Authority.

5.1.5. Waiver. Whenever any notice is required to be given to any Director under the provisions of law, this Agreement, or the bylaws or regulations of the Authority, a waiver thereof in writing signed by such Director, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a Director at any meeting of the Board shall constitute a waiver by such Director of notice of such meeting, except when such Director attends such meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully convened.

5.1.6. Quorum. Two-thirds of the Directors then in office shall constitute a quorum for the transaction of business provided that, if less than a quorum is present, the Director(s) present may adjourn the meeting, and provided further that the Secretary shall notify the absent Directors of the time and date of such adjourned meeting.

5.1.7. Voting.

5.1.7.1.1. On all matters to come before the Board that address the administration and operation of the Authority itself, except for approval of a Facility Work Plan, each Director will have one vote. Such matters include, but are not limited to, the election of officers described in Section 5.2, and approval of the annual budget for the Authority as a whole as described in Section 5.2.7, . For a vote on the approval of a Facility Work Plan under Section 8.1, the number of votes for each Member will be equal to 10 times that Member's General Participation Percentage.

5.1.7.2. Except as otherwise provided in Section 5.1.8. (Unanimous Action), a simple majority of the votes cast on an issue brought before the Board shall constitute approval. Proxies are not permitted.

5.1.7.3. On all matters that apply to an approved Facility Work Plan only the Directors of Members who are participants in that Facility may vote, and the number of votes for each Member will be equal to 10 times that Member's Facility Participation Percentage in the specific Facility Governance Agreement.

5.1.7.4. Attendance (as defined in the bylaws) is required in order to vote on any issue. The foregoing notwithstanding, nothing in this Section precludes the Board from adopting bylaws allowing participation in board meetings by telephone, video conference, or similar electronic means.

5.1.8. Unanimous Action. The following actions of the Board require the unanimous vote of all Directors ("Unanimous Action"):

5.1.8.1. A decision to recommend to the Members' governing bodies any amendments to this Agreement.

5.1.8.2. Appropriate water rights, rights of exchange, or obtain substitute water supply plans to implement the ROY Program on behalf and for the benefit of all the Members.

5.1.8.3. The disposition of real or personal property rights, Facilities, or other assets of the Authority in which all Members participated financially in its acquisition.

5.1.8.4. Any action which, directly or in effect, constitutes an amendment, waiver, or modification of the terms of this Agreement.

5.1.8.5. Approval of the initial bylaws and rules and regulations of the Authority.

5.1.8.6. The actions listed in Section 10.4.

5.1.9. Notice of Meetings. Notice of time and place designated for all regular meetings or special meetings shall be posted as required by the Colorado Open

Meetings Act. All official business of the Board shall be conducted in accordance with the Colorado Open Meetings Law, Section 24-6-401, *et seq.*, C.R.S.

5.1.9.1. Notice Requirement for Unanimous Action: For any Board meeting at which a Unanimous Action will be considered, a written notice of the proposed Unanimous Action shall be provided by the Director(s) seeking approval of such action to the Secretary, who shall provide the notice to each of the Directors and alternate Directors not less than ten (10) days prior to the Board meeting. In the event any Director, or alternate, fails to attend such specifically noticed Board meeting, the absent Member waives its right to vote on the matter, unless such absence is excused by the Board for good cause, in which event the Unanimous Action(s) shall be continued for consideration at the next regular or special Board meeting.

5.1.10. Duties of the Board of Directors. The duties of the Board of Directors shall be:

5.1.10.1. To govern the business and affairs of the Authority in conformity with law and this Agreement;

5.1.10.2. To exercise the powers of the Authority;

5.1.10.3. To comply with the provisions of Parts 1 (Budget), 5 (Accounting), and 6 (Audit) of Article 1 of Title 29, C.R.S., as amended, and all applicable laws and regulations;

5.1.10.4. To adopt a fiscal resolution which complies with the statutory and other restrictions imposed by law on the affairs of the Authority;

5.1.10.5. To set, on an annual basis, the assessment to be levied on the Members for the General Administrative Cost Center in proportion to each Member's General Participation Percentage.

5.1.10.6. To govern the financial transactions of the Authority, including the receipt, custody and disbursement of its funds, securities and other assets, subject to Section 8.4 below;

5.1.10.7. To provide for the services of a firm of independent certified public accountants to examine, at least annually, the financial records and accounts of the Authority, and to report thereupon to the Board;

5.1.10.8. To keep records of the Authority's proceedings;

5.1.10.9. To adopt such bylaws and regulations as are necessary and appropriate for conduct of the Authority's business; and

5.1.10.10. To elect Officers as provided below.

5.1.11. Compensation. Directors shall not receive compensation for their services as a Director of the Authority; however, the Board may provide for reimbursement of a Director for reasonable and necessary expenses incurred on behalf of, and authorized by, the Authority.

5.2. Officers. The Board shall elect a President, Vice President, and Secretary/Treasurer whose terms in office shall be for one year (1). Vacancies among the Officers shall be filled by the Board in the same manner as the Officers are elected. The officers of the Authority shall each be a Director. The Authority may hire an independent contractor as Assistant Secretary/Treasurer to assist with the day-to-day responsibilities of the office of Secretary/Treasurer.

5.2.1. Election of Officers. At the first meeting of the Board, after the Effective Date, the Directors shall elect the President, Vice President and Secretary/Treasurer who shall serve as officers of the Authority until the next succeeding annual election of the Officers, or until successors are elected. Thereafter, Officers shall be elected annually by the Board at the Board's last regular meeting for each year. Cumulative voting is not allowed.

5.2.2. Removal of Officers. Any Officer may be removed as an officer of the Board by the Board, with or without cause, whenever in the Board's judgment the best interest of the Authority shall be served thereby.

5.2.3. Duties of the Officers. Other than duties specifically delegated to an Officer by resolution of the Board, the duties of the Officers shall be limited to the following:

5.2.3.1. President: The President shall preside at all meetings of the Board of Directors and, except as otherwise directed by the Board of Directors or provided herein, shall execute and deliver on behalf of the Authority all legal instruments of the Authority. The President shall also perform such other duties as may be prescribed by the Board.

5.2.3.2. Vice-President: The Vice-President shall, in the absence of the President, or in the event of their inability or refusal to act, perform the duties of the President, and when so acting, shall have all the powers of, and be subject to all restrictions upon, the President. The Vice President shall also perform such other duties as may be prescribed by the Board.

5.2.3.3. Secretary/Treasurer: The Secretary/Treasurer shall in the absence of the President and Vice-President, or in the event of their inability or refusal to act, perform the duties of the President. The Secretary/Treasurer shall maintain the official records of the Authority, including this Agreement, bylaws, rules and the regulations established by the Board, minutes of meetings of the Board, and a register of the names and addresses of the Directors and Officers, and shall issue notice of meetings, attest and affix the corporate seal to all legal documents of the Authority, and perform such other acts and duties as may be required by law. The Secretary/Treasurer shall serve as financial officer of the Authority, and pursuant to the fiscal resolutions adopted by the Board governing the financial transactions of the Authority and the restrictions imposed by law, be responsible for the receipt, custody, investment and disbursement of the Authority's funds and securities, and for duties incident to the office of Treasurer. The Secretary/Treasurer shall also perform such other duties as may be prescribed by the Board.

5.2.4. Bonds of Officers. The Secretary/Treasurer and any other Officer or agent of the Authority charged with the responsibility for the custody of any of its funds or property shall give a bond in such sum and with such surety as the Board, in its discretion, may determine. The Board may also require any other Officer, agent or employee of the Authority to provide a bond in such amount and with such surety as the Board shall determine. The cost of such a bond shall be an expense payable by the Authority.

5.2.5. Indemnification of Officers, Directors and Employees. The Authority shall, to the extent permitted by law and within the limitations of the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq*., C.R.S., as amended, indemnify and defend each Director, officer or employee (if any) of the Authority, in connection with any claim or actual or threatened suit, action, or proceeding in which he or she may be involved, in either his or her individual or official capacity, by reason of his or her being or having been such Director' Officer, or employee, or by reason of any action or omission by him or her in any such capacity and shall protect, save and hold each Director and officer harmless from any loss, cost or expense arising from or growing out of such claim. The Authority shall have no obligation to indemnify and defend any such Director, officer or employee for any claim, suit, action or proceeding arising out of criminal offenses, a civil rights violation or any other willful and wanton misconduct or gross negligence.

5.2.6. Insurance. The Authority shall at all times maintain insurance in sufficient amounts to cover, as determined by the Board, the liability of its Officers, Directors and employees and the Authority under the Colorado Governmental Immunity Act and applicable resolutions of the Board. The

Authority shall allocate the cost of insurance attributable to a specific ROY Project to the Members with Facility Participation Percentages in that particular Facility. The allocation of such costs will be equal to the Member's Facility Participation Percentage in the Facility.

5.2.7. Budget. The fiscal year of the Authority shall be the calendar year, unless otherwise determined by a resolution of the Board. The Board shall cause a proposed budget for the next fiscal year to be prepared and shall submit a copy of such proposed budget to all Members for approval in accordance with the bylaws. Annual budgets proposed by the Board and approved by the Members shall conform to the requirements of Sections 29-1-101, *et seq*., C.R.S., as amended. The annual budget shall provide that all expenses of the General Administrative Cost Center shall be prorated equally among the Members based on each Member's General Participation Percentage. All expenses for cost centers other than the General Administrative Cost Center shall be prorated among the applicable Members based on each the Facility's Governance Agreement. The Board may amend its annual budget in accordance with Sections 29-1-101, et seq., C.R.S., as amended. The Board shall make available to each Member a detailed statement of the final costs and expenses for the General Administrative Cost Center's prior fiscal year allocated in the same manner as estimated expenses were allocated, as soon as reasonably practical after the close of each fiscal year.

6. OPERATIONAL MATTERS.

6.1. Facilities Projects. The first priority of the Board will be to study, and if appropriate, prepare and adopt a Work Plan for the Haynes Creek Project. The Board may decide to investigate and develop Work Plans for other Facilities or projects to implement the ROY Program, concurrently or thereafter as it deems appropriate. All Work Plans shall be prepared and approved in accordance with Section 8.1

6.2. Storage of Water. The diversion or recapture of Foregone Diversions pursuant to the Pueblo IGA is the primary reason for the construction of Facilities by the Authority. Nevertheless, each Member shall have the right to decide what water rights it will divert, store, and release, by exercising its rights to use its diversion capacity, storage capacity and outlet capacity of any Facility. The physical capacity of any Facility made available to third-party non-members, if any, and the terms of their use of such capacity, will be determined by their contract(s) with the Authority.

6.3. Management and Supervision. The Authority may hire one or more appropriately qualified personnel, either as contractors or employees of Authority, to manage land assets, execute the operation of Facilities, and to perform such other functions, which may include managing the business affairs of the Authority, as may be necessary or desirable for the Authority to fulfill the Purposes. The Board shall appropriately document the tasks and responsibilities of such personnel, and the scope of their authority to act on behalf of the Authority.

7. MEMBER ASSESSMENTS – COST CENTERS

7.1. Members shall be assessed annually, in accordance with Sections 7.2, 7.3, and 7.4 below.

7.2. General Administrative Cost Center. This Cost Center includes all costs of operation of the Authority not attributable to a specific ROY Project Facility. Each Member will be assessed for this Cost Center in an equal amount, regardless of the Member's General Participation Percentage set forth in Section 4.1 above.

7.3. Haynes Creek Cost Center. This Cost Center includes all costs for land acquisition, construction, and operation of ROY Project Facilities to be constructed on the Haynes Creek Property. It also includes all other costs associated with the operation and maintenance of the Haynes Creek Property. This Cost Center will become active when the Authority has approved a Work Plan for the Haynes Creek Project. Prior to implementing the Work Plan, the participating Members will enter into a Facility Governance Agreement governing the implementation of the Work Plan for the Haynes Creek Project. Annual assessments will be based on each Member's Facility Participation Percentage.

7.4. Other Cost Centers. The Board will establish a separate Cost Center for each separate ROY Project. A Member's assessment for any such Cost Center will be based on the Member's Participation Percentage included in the Cost Center.

8. WORK PLANS AND ALLOCATION OF CAPACITY IN FACILITIES.

8.1. Facilities Work Plans. For each Cost Center, except the General Administrative Cost Center, the Members shall prepare a preliminary Work Plan for the Facilities to be constructed and/or acquired for that Cost Center. There can never be a Work Plan for the General Administrative Cost Center. Each preliminary Work Plan must contain (a) a complete description of the activities to be conducted thereunder, including details of capital acquisition and improvement programs and specification of the Facilities to be acquired and/or constructed, including their location, and supporting technical data in respect of such activities, (b) an estimate of the time required to construct the Facilities, and (c) an estimate of costs, both capital and operating, showing, in reasonable detail, the nature and amount of all projected expenditures. Except as authorized by action of the Participating Members, the Authority shall undertake only such activities and incur only such costs for which provision is made in an approved Work Plan.

8.2. Calls for Capacity: Prior to the approval of a preliminary Work Plan each Member shall notify the other Members of its call for capacity in the Facilities included in the Work Plan. For direct flow facilities the call for capacity must be in terms of cubic feet per second and for storage facilities the call for capacity must be in terms of acre feet for live storage (i.e., that which can be withdrawn or replenished under normal operating conditions) of water in the Reservoir. In the event the Member's calls for capacity exceed the capacity of the Facilities in the Work Plan, then unless otherwise agreed by the participating Members, capacity will be allocated in the same proportion as the Member's General Participation Percentage bears to the total of the membership interest of all Members calling for Capacity in the Facilities covered by the Work Plan.

8.3. Approval of Facilities Work Plans. After all Members have had the opportunity to submit a call of capacity in Facilities to be constructed under the proposed Work Plan, the Members calling for capacity must develop, and the Board must approve, a final Work Plan. Upon approval of a final Work Plan, the participating Members will be responsible for their proportionate share of all costs of the Facilities to be constructed or used under the Work Plan.

8.3.1. With respect to the Haynes Creek Project only, the cost of the Project will include payment for the Haynes Creek Property to the Members who either make no call for capacity in the Haynes Creek Project or whose call for capacity is less than their General Participation Interest as among the Members who make calls for capacity. For a non-participating Member, the payment will be the amount paid by that Member for acquisition of their interest in the Haynes Creek Property and for the Member's share of any post-purchase expenses incurred to operate and maintain the property. For a Member whose Facility Participation Percentage is less than its General Participation Percentage, the payment will be equal to the percentage by which the Member's Facility Participation Percentage is less than its General Participation Percentage multiplied times the amount that Member paid for acquisition of its interest in the Haynes Creek Property and the amount paid for the Member's share of any post-purchase expenses incurred to operate and maintain the property. The allocation among the Participating Members of the interest of Members who either make no call for capacity or whose call for capacity is less than their General Participation Interest will be included in the final Work Plan. The amount of the payment by a Participating Member to a non-participating Member or whose call for capacity is less than their General Participation Interest shall be determined in accordance with the allocation of capacity included in the final Work Plan and shall made within 182 days of approval of the Final Work Plan.

8.4. Upon Approval of a Facility Work Plan, the Directors of the Members participating in the Facility ("Participating Facility Members") will constitute a subcommittee of the Board. The Subcommittee will have sole decision-making authority for the financing, construction, operation, maintenance and repair of the Facility in accordance with a Facility Governance Agreement which must be approved by the Participating Facility Members prior to implementing the final Work Plan. The Facility Governance Agreement may include changes in the number of Participating Facility Members and adjustments to the Members' Facility Participation Percentage among the participating Members.

9. FACILITIES PARTICIPATION

9.1. Facility Participation Percentage. A Member's Facility Participation Percentage will be based upon the Calls for Capacity of the Members as determined under Section 8.2.

9.2. Facility Governance Agreement. The Participating Facility Members will enter into a Facility Governance Agreement that governs all aspects of the Facility, including allocation of costs, financing, construction, operation, use, and maintenance of the Facility and the organizational structure through which decisions regarding such Facility will be made. The Facilities Governance Agreement must also contain provisions governing the use of unused capacity in the Facility by any Member and third-parties. Any such agreement must be consistent with the terms of this Agreement and must be approved by the Board if consistent it is with this Agreement.

9.3. The use of Facilities by non-Members through separate contracts with the Authority may be allowed upon approval by the Board and the Participating Facility Members in the relevant Facility. Any such agreement must be consistent with the terms of this Agreement and the Facilities Governance Agreement and must be approved by the Board if consistent it is with those Agreements. Such contracts do not create a membership interest in the Authority and do not relieve the Member of any of its obligations under this Agreement.

9.3.1. Any Member may lease all or a part of its Facility Participation Percentage to a non-Member meeting the requirements of Section 29-2-204.2(1), C.R.S., in conformity with the Facility Governance Agreement. The Facility Governance Agreement cannot prohibit such leases. Any such lease to non-Members shall not be for more than ten years unless otherwise permitted by the Facilities Governance Agreement.

9.3.2. A Member wishing to lease all or a part of its Facility Participation Percentage must first offer to lease it to other Members with a Facility Participation Percentage in that Facility, and then to all other Members, before entering into a lease with a non-Member meeting the requirements of Section 29-2-204.2(1), C.R.S. The offer to lease to a Member must be on terms no more favorable to the leasing Member than the terms of a bona fide written offer to lease by a non-Member.

9.4. Transfer of Facility Participation Percentage. A Member's Facility Participation Percentage in a Facility cannot be transferred except as provided in this section.

9.4.1. Withdrawal by a Member. A Participating Facility Member may withdraw from participation in a specific facility by giving a minimum of 90-days advance written notice to the remaining Members. The termination is effective on the transfer of the withdrawing Member's entire Facility Participation Percentage. The terminating Member remains liable for all costs incurred by the Authority attributable to the Member's General Participation Percentage up to the date of withdrawal. The withdrawing Member's Facility Participation Percentage will be allocated among the Participating Facility Members in the affected Facility in proportion to the amount of that interest they acquire pursuant to this Section 9.4. Any portion of the withdrawing Member's Facility Participation Percentage not acquired by a Member may be acquired only by a third-party non-member that meets the requirements of Section 29-2-204.2(1), C.R.S.

9.4.2. Transfer by a Member. A Member shall not sell or otherwise permanently transfer or allow the use of all or any portion of its Facility Participation Percentage in any Facilities to any other entity, including another Member without first offering it first to other Members with a Facility Participation Percentage in that Facility, and if any interest remains, offering it to all of the other Members. All offers to Members shall be at the same price and on the same terms as a bona fide offer written offer from a Member or third-party entity that meets the requirements of Section 29-2-204.2(1), C.R.S. to purchase all or any portion of such Member's Facility Participation Percentage(s).

9.4.3. In the absence of a bona fide offer as provided in Section 9.4.2, a Member wishing to sell all or a portion of its Facility Participation Percentage (which may include a portion of its General Participation Percentage) in any Facility shall offer it to the other Members in the order stated in Section 9.4.2.

9.4.4. Written notice of such offer by a Member shall be given to the other Members pursuant to Section 9.4.2 or a desire to sell pursuant to Section 9.4.3. The other Members shall have 45 days after receipt of such notice within which to provide notice of its intent exercise their first right to purchase. In the event more than one Member seeks to exercise the first right to purchase, the selling Member's Facility Participation Percentage (or the portions thereof being offered for sale) shall be divided between the other Members seeking to purchase the Facility Participation Percentage in proportion to their (a) Facility Participation Percentage for Members participating in that Facility, and (b) General Participation Percentage, unless all acquiring Members agree on a different allocation. The sale of all or a portion of a Member's Facility Participation Percentage in the Facility will require a redetermination of the Facility Participation Percentage of all remaining Members with a Facility Participation Percentage in that Facility and will be reflected in an addendum to the Facility Governance Agreement.

9.4.5. In the event the acquiring Members do not desire to purchase all of the selling Participating Facility Member's Facility Participation Percentage in a Facility, the selling Member may only sell the remaining portion thereof to a third-party non-member that meets the requirements of Section 29-1-204.2(1), subject to the Board's approval of the credit-worthiness of the third-party and the execution of an agreement between the Authority and the third-party defining the rights and obligations of each with respect to the use of the Facilities.

9.4.6. If the Member is unable to sell its entire Facility Participation Percentage, then it shall remain liable for its pro rata share of Project Costs attributable to its remaining Facility Participation Percentage.

9.5. Sale of Facility. A ROY Facility may only be sold or otherwise disposed of upon the unanimous vote of all Directors for Members with a Facility Participation Percentage in that Facility.

9.6. A member cannot hypothecate its General Membership Percentage or its Facility(s) Participation Percentages.

10. MISCELLANEOUS PROVISIONS.

10.1. Effective Date. This Agreement shall take effect and become binding on the Members upon the date that all approvals of the Members' governing bodies have been obtained ("Effective Date"). The term of this Agreement is perpetual and shall continue in full force and effect until mutually terminated as provided above or by a court of law.

10.2. Termination of Agreement. This Agreement shall terminate upon adoption of a written resolution authorizing termination by the governing body of each Member. No termination of this Agreement shall be effective while the Authority has bonds, notes, or other obligations outstanding, unless provision for full payment of such obligations, by escrow or otherwise, has been made pursuant to the terms of said obligation.

10.3. Assets Held in Trust. All assets and properties of the Authority shall be held in trust for the purposes provided for in this Agreement, including the payment of liabilities of the Authority.

10.4. Distribution of Assets. In the event this Agreement is terminated or deemed invalid pursuant to Section 11, ownership of all Facilities and other real or personal property associated with the Facilities owned by the Authority shall be conveyed to those governmental entities who are Members of the Authority immediately prior to such termination in accordance with their Facility Participation Percentage. Other real or personal property of the Authority not associated with a Facility shall be distributed, or sold and the funds distributed to those governmental entities who are Members of the Authority immediately prior to such termination in accordance with their General Participation Percentage Notwithstanding the forgoing, the Members may by unanimous vote of the Board, otherwise provide for distribution of the assets or interests of the Authority to any successor of the Authority, or for any alternative disposition among the Members or to third parties upon payment of adequate consideration therefore.

10.5. Negotiable Instruments. All checks, drafts or other orders for payment of money and all notes, or other evidence of indebtedness issued in the name of the Authority, shall be signed by such officer or officers, agent or agents, employee or employees of the Authority, and in such manner as, from time to time, shall be determined by resolution of the Board.

10.6. Deposits. All funds of the Authority shall be deposited, from time to time, to the credit of the Authority, pursuant to law, in such bank or banks as the Board may select.

10.7. Non-Delegation of Governmental Powers. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by any Member, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of any Member or statutory debt limitation including, without limitation, Article X, Section 20, or Article XI, Sections 1, 2 or 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of funds of any Member, nor shall any provision of this Agreement restrict the future issuance of bonds or obligations payable from any class or source of funds of a Member. Without limiting the generality of the foregoing, pursuant to Section 29-1-204.2(5), C.R.S., the notes and other obligations of the Authority shall not constitute the debts, liabilities, or obligations of the Members.

10.8. Member Specific Financing Provisions:

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

10.8.1.1. In the event of a default by Aurora's Utility Enterprise of any of its obligations under this Agreement, Seller shall have no recourse for any amounts owed to it against any funds or revenues 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 Aurora City Ordinance No. 2003-18, and then only after the payment of all operation and maintenance expenses of the Water System and all debt service and reserve requirements of any bonds, notes, or other financial obligations of the Utility Enterprise secured by a pledge of the net revenues of the Water Enterprise Fund. Notwithstanding any language herein to the contrary, nothing in this Agreement shall be construed as creating a lien upon any revenues of Aurora's Utility Enterprise or Aurora.

10.8.2. Appropriation of Funds by the City of Colorado Springs. In accord with The Charter of the City of Colorado Springs, performance of Colorado Springs' obligations under this Agreement is expressly subject to appropriation of funds by the City Council. In the event funds are not appropriated in whole or in part sufficient for performance of Colorado Springs' obligations under this Agreement or appropriated funds may not be expended due to City Charter spending limitations, then all rights and obligations of Colorado Springs under this Agreement will terminate, and Colorado Springs will thereafter have no liability for compensation or damages to the other Members or the Authority in excess of Colorado Springs' authorized appropriation for this Agreement or the applicable spending limit, whichever is less. Colorado Springs will notify the Parties as soon as reasonably practicable in the event of non-appropriation or in the other Members and the Authority in the event a spending limitation becomes applicable. The funds appropriated for this Agreement are equal to or exceed the contract amount for the year in which this Agreement was executed. For any payments to be made under this Agreement in subsequent fiscal years, if any, Colorado Springs will notify the other Members and the Authority of the appropriation of funds for such payment after the adoption of Colorado Springs' annual appropriation ordinance for those years.

10.8.3. Sole Obligation of City of Fountain Electric, Water and Wastewater Utility Enterprise. Any and all financial obligations of the City of Fountain hereunder will be solely the obligations of the City of Fountain acting by and through the City of Fountain Electric, Water and Wastewater Utility Enterprise(the "Enterprise"), and not the financial obligations or other indebtedness of the City of Fountain, Colorado or a multiple fiscal year direct or indirect debt or an obligation of future appropriations by the City Council of the City of Fountain, Colorado contrary to Article X, Section 20 of the Colorado Constitution or contrary to any other constitutional, charter, or statutory limitation. The City of Fountain's obligation to perform any financial obligation hereunder will be fulfilled solely from the net revenues of the Enterprise. "Net revenues" will mean the gross revenues of the Enterprise, less all operation and maintenance expense related thereto as determined by the Enterprise, and less periodic payments on bonds, loans, and other financial obligations of the Enterprise. No other funds or property interests of the City of Fountain, nor any property taxes or any other form of taxation, will be used directly or indirectly, to perform any financial obligation of the City of Fountain pursuant to this Agreement, and the full faith and credit of the City of Fountain is not pledged for the payment of the obligations of the City of Fountain pursuant to this Agreement.

10.8.4. Sole Obligation of Pueblo West Metropolitan District's Water and Wastewater Enterprise. Notwithstanding anything herein to the contrary, all financial obligations of the Pueblo West Metropolitan District pursuant to this Purchase IGA shall be the sole obligations of the Pueblo West Metropolitan District acting through the Pueblo West Metropolitan District's Water and Wastewater Utility Enterprise, and not the financial obligations or other indebtedness of the Pueblo West Metropolitan District. Nothing herein constitutes, nor will be deemed to constitute, the creation of a debt or multi-year fiscal obligation of the District, or an obligation of future appropriations by the Board of Directors of the District, contrary to Article X, § 20 of the Colorado Constitution or any other constitutional or statutory debt limitation.

10.9. The Authority and each of its Members shall either support or take no position in any process or proceedings seeking to obtain permits and other authorizations from any federal, state, or local governmental entity necessary for construction and operation of a ROY Project.

10.10. Notices. If under the terms of this Agreement, or as needed in the regular business of the Authority, notice is to be provided to any Member, said notice shall be deemed provided upon personal delivery or three (3) business days after the mailing of the same by registered or certified mail, upon receipt requested. The names and address to whom the notice is to be sent may be modified by the affected Member by notice in writing to the Authority. Until so modified, the persons to receive notice are as follows:

Aurora:

General Manager Aurora Water,
26791 E Quincy Ave.
Aurora, CO 80016

City Attorney, City of Aurora
15151 East Alameda Parkway, Suite 5300
Aurora, CO 80012

Austin Hamre
Hamre, Rodriguez, Ostrander & Prescott, P.C.
188 Inverness Drive West, Suite 430
Englewood, Colorado 80112-5204

Colorado Springs:

Chief System Planning and Projects Officer
Courier Service Address:
Colorado Springs Utilities
ATTN: Chief System Planning and Projects Officer
121 S. Tejon St., 5th Floor
Colorado Springs, CO 80903

United States Postal Service Address:
Colorado Springs Utilities
ATTN: System Planning and Projects Officer
P.O. Box 1103,
Colorado Springs, CO 80947-0950

City Attorney's Office-Utilities Division
Courier Service Address:
City of Colorado Springs
30 South Nevada, Suite 501

Colorado Springs, Colorado 80903

United States Postal Service Address
P.O. Box 1575, Mail Code 510
Colorado Springs, Colorado 80901-1575

Pueblo Water:

Executive Director
Board of Water Works of Pueblo
P.O. Box 400
Pueblo, Colorado 81002-0400

William A. Paddock
Karl D. Ohlsen
Carlson Hammond & Paddock, LLC
1900 N. Grant Street, Suite 1200
Denver, CO 80203

Pueblo West:

Nina Vetter, Manager
Pueblo West Metropolitan District
63 E. Spaulding Ave.
Pueblo West, CO 81007

Robert F.T. Krassa
Krassa & Miller, LLC
2300 Canyon Blvd. Suite 2
Boulder, CO 80302

Southeastern:

Leann Noga, Executive Director
Southeastern Colorado Water Activity Enterprise
31717 United Avenue
Pueblo, CO 81001

Lee E. Miller
PO Box 261008
Lakewood, CO 80226-1088

Fountain:

Utilities Director
City of Fountain
116 South Main Street
Fountain, CO 80817

Andrea Benson
Alperstein & Covell, P.C.
2299 Pearl Street, Suite 400-CBoulder, CO 80304

10.11. Binding Effect and Assignability. The terms and obligations contained in this Agreement shall be binding upon, and shall inure to the benefit of, the Members, and to their respective successors and assigns, if any. Nevertheless, no Member may assign their respective rights or delegate their respective duties under this Agreement except as provided herein.

10.12. No Third-Party Beneficiaries. This Agreement is intended to describe the rights and responsibilities of the Members, and the Authority. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a party hereto. The rights of non-Members are limited to the terms of their contract with the Authority or with a Member of the Authority.

10.13. Severability or Reform of Invalid Provisions. The provisions of this Agreement are interrelated and interdependent. Wherever possible each provision of this Agreement shall be interpreted and implemented in such manner as to be effective and valid under applicable law. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect unless the remaining provisions' effectiveness is dependent upon the invalid or unenforceable provision. The Members agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision. If the Members are unable to agree upon revised terms that meet this requirement, then the Agreement shall terminate, and the assets of the authority will be dispersed among the Members in accordance with Section 10.4.

10.14. Amendments. Amendments to this Agreement shall only be effective if entered into: (1) in accordance with Section 5.1.8.1. above, and (2) with the same formality as this Agreement, including approval by the governing body of each Member.

10.15. No Waiver of Governmental Immunity. The Members understand and agree that each of the Members and their officers and employees are relying on, and do not waive or intend to waive, by any provision of this Agreement, any right, immunity, or protection provided by the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S., as it is from time to time amended, or otherwise available to the Members and their officers or employees.

10.16. Governing Law and Venue. This Agreement and its application shall be construed in accordance with the laws of the State of Colorado. Venue for the resolution of any dispute arising under this Agreement shall be the District Court for the County of Pueblo, State of Colorado.

10.17. No Assumption of Obligations. Except as expressly provided in this Agreement, no Member shall have any authority to act for or assume any obligations or responsibilities on behalf of another Member. This Agreement creates an independent political subdivision of the State and shall not be construed as creating a common law or statutory partnership or any other relationship whereby one Member shall be held liable for the acts or omissions of the other.

10.18. Indemnification: Each Member agrees to be responsible for its own liability incurred as a result of its participation in this Agreement. In the event any claim is litigated, each Member will be responsible for its own expenses of litigation or other costs associated with enforcing this Agreement. No provision of this Agreement shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitations of liability of Members under the Colorado Governmental Immunity Act, Sections 24-10-101, *et. seq.,* C.R.S., and Article XI of the Colorado Constitution.

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

10.20. No Construction Against Drafter. This Agreement has been prepared by the combined efforts of the Members and their respective legal counsel and, accordingly, the Members agree there shall be no construction against the drafter of this Agreement should any dispute arise.

10.21. The provisions of this Agreement shall be reasonably and liberally construed to achieve the intent of the Parties.

10.22. Headings for Convenience Only. Section headings and titles contained herein are intended for convenience of reference only and are not intended to define, limit, or describe the scope of intent of any portion of this Agreement.

10.23. Authority of the Members. The Members each affirm and represent that they have the full power and authority to execute this Agreement and thereafter perform all the terms and conditions set forth herein. Each Member hereto represents and warrants to the other that the execution, delivery, and performance of this Agreement has been duly authorized by it, and that upon execution and delivery, this Agreement will constitute a legal, valid, and binding obligation, enforceable against it in accordance with the terms of this Agreement.

10.24. No Public Utility. Nothing contained in this Agreement shall be construed as an intent by any of the Members to subject any of them to regulation as a "public utility" as defined in the Colorado Public Utilities Code or any other applicable law.

10.25. No Costs or Fees. In the event of litigation, arbitration or other dispute resolution process arising out of this Agreement, the Members agree that each shall pay its own costs and expenses including attorney fees.

City of Colorado Springs.
on behalf of its enterprise
Colorado Springs Utilities

____________________________ _______________
Travas Deal, Date
Chief Executive Officer

Approved as to form:

____________________________ _______________
Colorado Springs City Attorney Date
Michael J. Gustafson

STATE OF COLORADO)
) ss
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this _____ day of ___________, 2025, by Travas Deal, Chief Executive Officer, acting on behalf of the City of Colorado Springs, Colorado.

Witness my hand and official seal. ___________________________
Notary Public

My commission expires: __________________

(SEAL)

Board of Water Works of Pueblo, Colorado

_____________________________ _______________
Chris Woodka, President Date

Attest:

______________________________ _______________
Secretary-Treasurer Date

STATE OF COLORADO)
) ss
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this _____ day of ___________, 2025, by Chris Woodka, President, acting on behalf of the Board of Water Works of Pueblo, Colorado.

Witness my hand and official seal. ____________________________
Notary Public

My commission expires: ___________________

(SEAL)

Southeastern Colorado Water Activity Enterprise

______________________________ ______________
Bill Long, President Date

Attest:

______________________________ ______________
Leann Noga Date
Secretary/Treasurer

Approved as to form:

______________________________ ______________
Lee E. Miller, General Counsel Date

STATE OF COLORADO)
) ss
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this _____ day of ___________, 2025, by Bill Long, President, acting on behalf of the Southeastern Colorado Water Activity Enterprise.

Witness my hand and official seal. ____________________________
Notary Public

My commission expires: ___________________

(SEAL)

City of Fountain, acting by and through the City of Fountain Electric, Water and Wastewater Utility Enterprise

____________________________ _______________
Sharon Thompson, Mayor Date

Attest:

____________________________ _______________
City Clerk Date

STATE OF COLORADO)
) ss
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this _____ day of ___________, 2025, by Sharon Thompson, Mayor, acting on behalf of the City of Fountain, acting by and through the City of Fountain Electric, Water and Wastewater Utility Enterprise.

Witness my hand and official seal. ___________________________
Notary Public

My commission expires: __________________

(SEAL)

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:

______________________________ ______________
Marshall Brown,
General Manager, Aurora Water Date

Stephen Cann 8/1/2025 25003498
Steve Cann, Assistant City Attorney Date ACS #

Austin Hamre 8/1/2025
Austin Hamre, Special Counsel Date

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this _____ day of ___________, 2025, by Mike Coffman, Mayor, acting on behalf of the City of Aurora, Colorado.

Witness my hand and official seal. ______________________________
Notary Public

My commission expires: ___________________

(SEAL)

PUEBLO WEST METROPOLITAN DISTRICT

________________________________ ________________
Doug Proal, President Date

ATTEST:

_________________________________ _______________
Date

APPROVED AS TO FORM FOR PUEBLO WEST:

_______________________________ _________________
, Attorney Date

STATE OF COLORADO)
) ss
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this _____ day of ___________, 2025, by Doug Proal, President, Pueblo West Metropolitan District

Witness my hand and official seal. ___________________________
Notary Public

My commission expires: __________________

(SEAL)

Exhibit A
Establishing Agreement
For
ROY WATER AUTHORITY

ROY Clarification Letter dated November 7, 2006

Exhibit B
Establishing Agreement
For
ROY WATER AUTHORITY

Initial Directors and Alternate Directors

Member	Initial Director	Alternate Director
Aurora Water	Rick Kienitz	Alexandra Davis
Colorado Springs	Scott Lorenz	Katie Garrett
Fountain	Taylor T. Murphy, P.E.	Dan Blakenship
Pueblo Water	Ryan Dalton	Alan Ward
Pueblo West		
Southeastern		

RESTORATION OF YIELD

Water Authority

Alexandra L. Davis

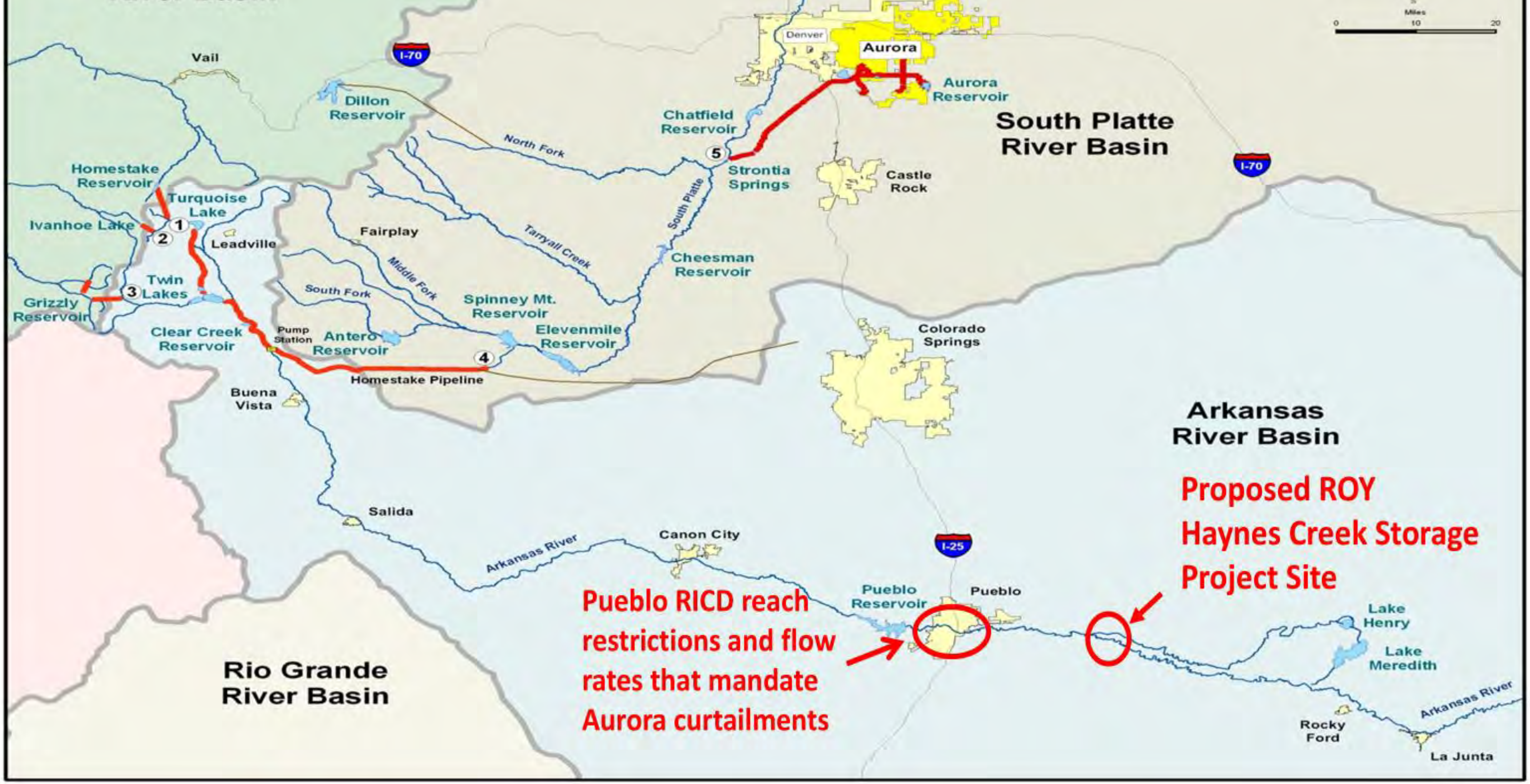
Assistant General Manager, Water Supply & Demand

Water Policy Committee, August 20, 2025

BACKGROUND

May 2004 "6-Parties Agreement"

- Signatories are
  - City of Aurora
  - City of Pueblo
  - City of Fountain
  - Colorado Springs Utilities
  - Pueblo Board of Water Works
  - Southeastern Colorado Water Conservancy District
    - A 7th Party (Pueblo West Metropolitan) joined the agreement in 2011.
- The City of Pueblo, as part of a regional effort, filed for a Recreational In Channel Diversion water right to protect and enhance the flows and quality of the Arkansas River through the City.
- The water providers opposing the application agreed not to operate specific exchanges or alternate points of diversion when these would deplete the Arkansas River below an identified minimum flow. Not operating the exchanges results in the loss of water that would otherwise have been captured (foregone diversions) and put to beneficial use.
- The parties agreed that water providers foregoing yield would be able to later construct facilities that would recapture the foregone diversions and 'restore the yield' of their water rights.


Vail
I-70
Dillon Reservoir
Denver
Aurora
Aurora Reservoir
Chatfield Reservoir
South Platte River Basin
North Fork
5
Strontia Springs
Castle Rock
I-70
Homestake Reservoir
Turquoise Lake
Ivanhoe Lake
1
2
Leadville
Fairplay
South Platte
Tarryall Creek
Cheesman Reservoir
Middle Fork
Twin Lakes
3
Grizzly Reservoir
South Fork
Spinney Mt. Reservoir
Clear Creek Reservoir
Pump Station
Antero Reservoir
Elevenmile Reservoir
4
Homestake Pipeline
Colorado Springs
Buena Vista
Arkansas River Basin
Proposed ROY Haynes Creek Storage Project Site
Salida
Canon City
Arkansas River
I-25
Pueblo Reservoir
Pueblo
Pueblo RICD reach restrictions and flow rates that mandate Aurora curtailments
Lake Henry
Lake Meredith
Rio Grande River Basin
Arkansas River
Rocky Ford
La Junta
Miles
0
10
20

SUBSEQUENT ACTIONS

- In 2004, the ROY Participants created a Subcommittee to investigate and identify the most cost-effective storage options. The ROY Subcommittee has diligently explored storage opportunities downstream of Pueblo.
- Since 2004, the ROY participants have entered into agreements for storage in order to recapture the foregone yield, but more storage is necessary to fully and permanently be able to recapture all of the foregone yield each year.
- The parties have complied with the 6- Parties Agreement resulting in 16 years of increased flows in the Arkansas River through the City of Pueblo.
- In 2014, the Subcommittee identified 25 potential storage sites within a preferred geographic area which were then narrowed to four sites. Additional study focused on the Haynes Creek site which has the potential to meet at least a significant amount of the Roy storage needs.
- Subsequent acquisition of the Haynes Creek site by the Participants led to a recognition of the need to have a clear agreement regarding governance.

2015 ROY COST SHARE IGA

In 2015, the ROY participants entered a second IGA ("ROY Cost Share IGA") which:

- Identified levels of participation for each of the parties,
- Identified concomitant division of costs associated with technical studies and participation in the storage projects,
- Created a process for individual participants to "opt out" of a project or lessen their involvement in a ROY Storage Project at their sole discretion, and
- Created a process which adjusts the percentages of participation pro rata based on actual participation or by consensus.

ROY COST SHARE ALLOCATIONS

District	4.76%
City of Fountain	4.76%
Aurora	28.57%
Colorado Springs Utilities	28.57%
Pueblo Water	28.58%
Pueblo West	4.76%

RESTORATION OF YIELD WATER AUTHORITY

The ROY Participants agreed that the objectives of the ROY Program can be more effectively and efficiently accomplished through a single entity.

Choice of governance available was either a Water Authority or a Ditch Company.

A Water Authority, pursuant to C.R. S.§ 29-1-204.2(1), was chosen because it preserves important protections available only to governmental entities.

A Water Authority constitutes a separate governmental entity with the authorities and powers of the entities creating the Authority.

In 2024, the Participants began negotiations to determine the most appropriate form of governance and subsequently negotiated and drafted an IGA memorializing that determination.

Water Authority IGA Key Points

The Authority will have a Board that is representative of the ROY Participants. The board will consist of one member and one alternate per Participant and one vote per member. The Authority will be funded by the participants according to their shares and have limited spending authority.

The Authority will hold title to the Haines Creek Property as well as administering expenses, creating the direction and implementing the storage project.

In addition to the Haynes Creek reservoir, the Authority will construct water diversions, conveyance and storage infrastructure, necessary to implement the full ROY objectives.

The Authority will create work plans and make decisions regarding construction and operational issues which will allow Aurora and its ROY partners to jointly operate the facilities needed to recapture and restore lost yield.

Status

Each ROY Participant

- Is moving approval of their participation in the ROY Water Authority through their processes.
- Has provided a “Request for Capacity” identifying their desire to participate in the Haynes Creek Reservoir Project.
- Aurora’s Request for Capacity stated that we would like to participate to our full amount (28.57% of the project if all ROY Participants participate).

Questions for Council

- Does Council approve entering into the Water Authority IGA
- Does Council approve the General Manager of Aurora Water appointing the Authority Board Member and Alternate

CITY OF AURORA
Council Agenda Commentary

Item Title: Intergovernmental Agreement (IGA) with Colorado Department of Transportation (CDOT) for Maintenance (Resolution)	
Item Initiator: Kurt Muehlemeyer, Deputy Director of Operations, Public Works	
Staff Source/Legal Source: Kurt Muehlemeyer, Deputy Director of Operations, Public Works / Michelle Gardner, Senior Assistant City Attorney	
Outside Speaker: N/A	
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.	

COUNCIL MEETING DATES:

Study Session: 9/8/2025

Regular Meeting: 9/22/2025

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Kurt Muehlemeyer, Deputy Director of Operations, Public Works / Michelle Gardner, 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 above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Transportation, Airports & Public Works

Policy Committee Date: 8/21/2025

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☐ Minutes Attached

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

The City of Aurora has an intergovernmental agreement with the Colorado Department of Transportation (CDOT) that allows the City to maintain portions of State Highway 30, also known as Havana Street, from Parker Rd to 6th Avenue, State Highway 30, also known as 6th Avenue, from Havana Street to Airport Boulevard and State Highway 40, also known as Colfax Ave, from Yosemite Street to Tower Road. CDOT pays the City annually for this maintenance through an IGA that is renegotiated every 5 years. The previous 5-year IGA was valid from 10/1/2020 to 9/30/2025. The new IGA will cover 7/1/2025 and continue through June 30, 2030.

On August 21, 2025, TAPS recommended approval of the IGA between CDOT and the City of Aurora for maintenance of SH 30 and SH 40.

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

The proposed resolution to IGA authorizes the execution of an agreement with the State of Colorado under which the City of Aurora will maintain portions of State Highway 30 and State Highway 40. CDOT will compensate the City $171,382.57 for the 2026 fiscal year, with cost increases of 5% per year for each of the remaining 4 years, for a total 5-year cost of $909,893.31. This is a multi-year contract with a 5-year term.

FISCAL IMPACT

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

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

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

CDOT will pay the City each year for the roadway maintenance.

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

N/A

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does the City Council support moving forward the Resolution for the Intergovernmental Agreement between the City of Aurora and the Colorado Department of Transportation for maintenance services for State Highway 30 from Parker Road to 6th Avenue, State Highway 30 from Havana Street to Airport Boulevard, and State Highway 40 from Yosemite Street to Tower Road to the next Regular 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. Section 29-1-203(1)). City Council may, by resolution, enter into intergovernmental agreements with other governmental units or special districts for the joint use of buildings, equipment or facilities, and for furnishing or receiving commodities or services. (City Charter Section 10-12). (M. Gardner)

RESOLUTION NO. R2025-________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) FOR MAINTENANCE OF PORTIONS OF STATE HIGHWAY 30

WHEREAS, the City of Aurora, Colorado (the "City"), and the State of Colorado Department of Transportation ("CDOT"), collectively "the Parties", as government agencies, are authorized by the provisions of Colo. Const., art. XIV, § 18(2)(a) and C.R.S. §§ 29-1-201, et seq., to contract with one another to provide any function, service or facility lawfully authorized to each; and

WHEREAS, the Parties desire to enter into an intergovernmental agreement whereby the City will maintain portions of State Highway 30 and CDOT will compensate the City for 5 years; and

WHEREAS, CDOT agrees to compensate the City in the amount of $171,382.57 for the 2026 fiscal year, with cost increases of 5% per year for each of the remaining 4 years, for a total 5-year cost of $909,893.31; and

WHEREAS, the Parties recognize the importance and benefit to their respective systems by the City's maintenance of a portion of State Highway 30; and

WHEREAS, the Parties desire to agree upon the division of responsibility for their respective maintenance and operation obligations (the "Work") on the Project as detailed in the Intergovernmental Agreement and its exhibits; and

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

WHEREAS, the City Council of the City of Aurora finds and determines that it is in the best interests of the City and its citizens to authorize the execution of the Intergovernmental Agreement by and between the parties for maintenance of portions of State Highway 30.

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

Section 1. The Resolution approving the Intergovernmental Agreement between the City and CDOT for Maintenance of Portions State Highway 30 is hereby approved.

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

Section 3. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this ____ day of _______________, 2025.

____
MIKE COFFMAN, Mayor

ATTEST:

____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

RLA

Michelle Gardner
MICHELLE GARDNER, Sr. Assistant City Attorney

Study Session

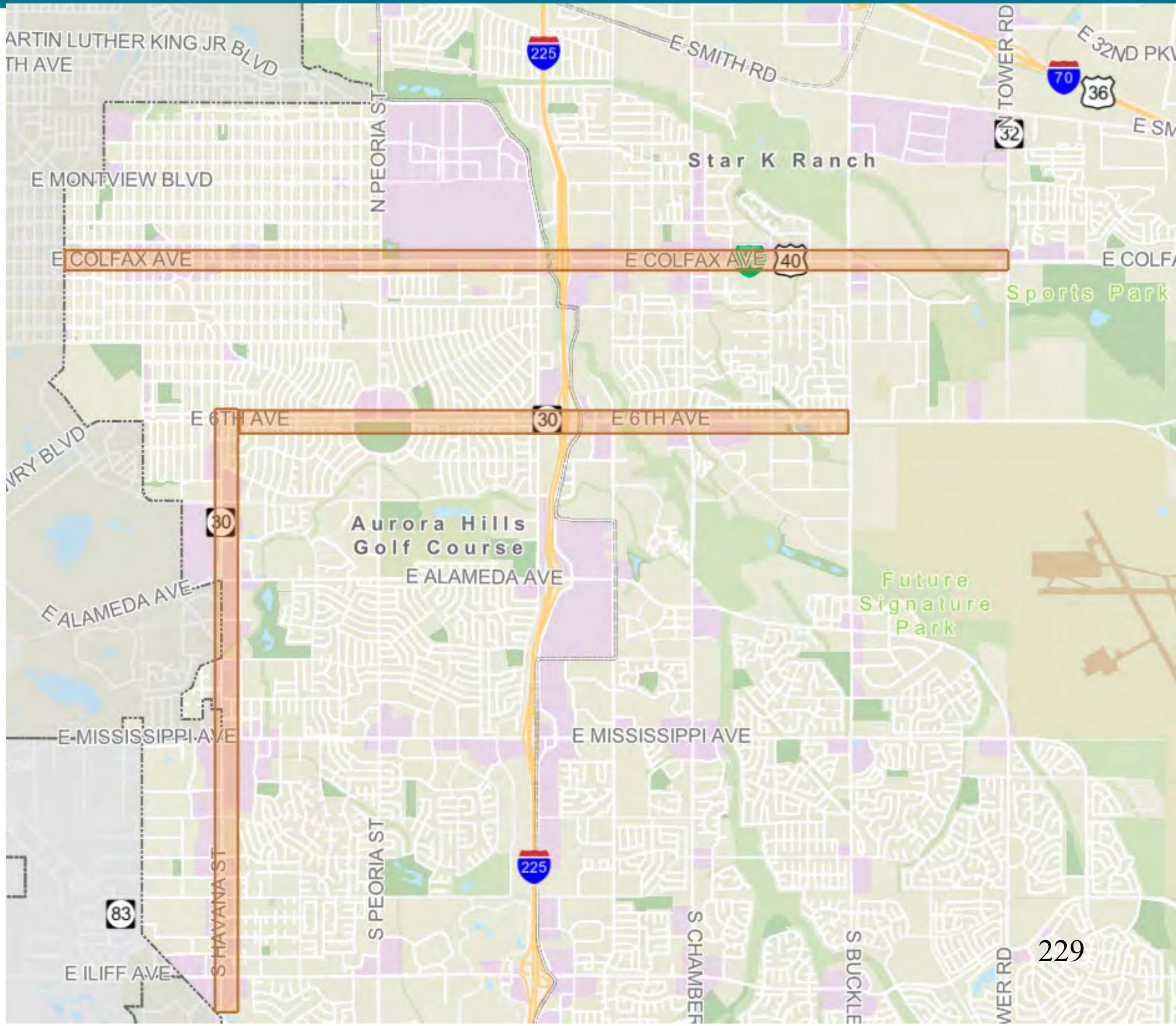
September 8, 2025

Kurt Muehlemeyer,
Public Works Deputy Director of Operations

IGA between the City of Aurora and CDOT for the Maintenance of State Highway 30 and State Highway 40

Project Location/Scope

- This IGA calls for CDOT to reimburse the City for performing annual maintenance to:
  - State Highway 40 (Colfax Ave) from Yosemite Street to Tower Road
  - State Highway 30 (Havana St) from Parker Road to 6th Ave
  - State Highway 30 (6th Ave) from Havana Street to Airport Boulevard
- Maintenance includes:
  - Snow removal
  - Patching and/or repairing the road surface
  - Street sweeping
- Maintenance does not include
  - Major resurfacing (mill and overlay/reconstruction)



IGA Details

- This IGA has a 5-year term and can be renegotiated at the end of the term
- The previous IGA term was October 1, 2020, to September 30, 2025
- The new IGA has the same scope, but the reimbursement amount has increased by 5%
- This is a summary of the reimbursement schedule
  - 2026: $171,382.54
  - 2027: $176,524.04
  - 2028: $181,819.82
  - 2029: $187,274.36
  - 2030: $192,892.56
  - **Total: $909,893.32**

Question for City Council

Does City Council support moving forward the Resolution for the Intergovernmental Agreement between the City of Aurora and the Colorado Department of Transportation for maintenance services for State Highway 30 from Parker Road to 6th Avenue, State Highway 30 from Havana Street to Airport Boulevard, and State Highway 40 from Yosemite Street to Tower Road to the next Regular Meeting?

Questions?

(State $HWY Mtce) **Rev 10/03**
CITY OF AURORA **Region: R1 (DMM)**

CONTRACT

THIS AGREEMENT is entered into by and between CITY OF AURORA (hereinafter called the "Local Agency" or "Contractor"), and the STATE OF COLORADO acting by and through the Department of Transportation (hereinafter called the "State" or "CDOT").

RECITALS

1. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for payment of project and Local Agency costs. Total Contract Amount: $909,893.32.
2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
3. Section 43-2-135(1)(i) C.R.S., as amended, requires the State to install, operate, maintain and control, at State expense, all traffic control devices on the state highway system within cities and incorporated towns.
4. The parties desire to enter this Contract for the Contractor to provide some or all of the certain Highway maintenance services on state highways that are the responsibility of the State under applicable law, and for the State to pay the Contractor a reasonable negotiated fixed rate for such services.
5. The parties also intend that the Contractor shall remain responsible to perform any services and duties on state highways that are the responsibility of the Contractor under applicable law, at its own cost.
6. The State and the Contractor have the authority, as provided in Sections 29-1-203, 43-1-106, 43-2-103, 43-2-104, and 43-2-144 C.R.S., as amended, and in applicable ordinance or resolution duly passed and adopted by the Contractor, to enter into contract with the Contractor for the purpose of maintenance of traffic control devices on the state highway system as hereinafter set forth.
7. The Contractor has adequate facilities to perform the desired maintenance services on State highways within its jurisdiction.

THE PARTIES NOW AGREE THAT:

Section 1. Scope of Work

The Local Agency shall perform all Maintenance Services for the specified locations located within the Local Agency's jurisdiction and described in **Exhibit A**. Such services and highways are further detailed in Section 5.

Section 2. Order of Precedence

In the event of conflicts or inconsistencies between this Contract and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. Special Provisions contained in section 21 of this Contract
2. This Contract
3. **Exhibit A** (Scope of Work)
4. **Exhibit C** (Option Letter)
5. **Exhibit D** (Encumbrance Letter)
6. **Exhibit E** (PII Certification)
7. **Exhibit B** (Local Agency Resolution).

Section 3. Term

This contract shall be effective upon the date signed/approved by the State Controller, or designee, or on July 1, 2025, whichever is later. The term of this contract **ends on June 30, 2030**. Provided, however, that the State's financial obligation for each subsequent, consecutive fiscal year of that term after the first fiscal year shall be subject to and contingent upon funds for each subsequent year being appropriated, budgeted, and otherwise made available therefor.

Section 4. Project Funding and Payment Provisions

A. The Local Agency has estimated the total cost of the work and is prepared to accept the state funding for the work, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this contract and to complete the work under the project. A copy of this ordinance or resolution is attached hereto and incorporated herein as **Exhibit B**.

B. Subject to the terms of this Contract, for the satisfactory performance of the Maintenance Services on the Highways, as described in Section 5, the State shall pay the Local Agency on a lump sum basis, payable in monthly installments, upon receipt of the Local Agency's statements, as provided herein.

C. The Local Agency will provide Maintenance Services as described in **Exhibit A**, for **a cumulative five-year total of $909,893.32**. The negotiated rate per mile shall remain fixed for the full five-year term of the contract, unless this rate is renegotiated in accord with the procedure set forth herein in Section 17. The total payments to the Local Agency during the term of this contract shall not exceed that maximum amount, unless this contract is amended. The Local Agency will bill the State monthly and the State will pay such bills within 45 days.

D. The State shall pay the Local Agency for the satisfactory operation and maintenance of traffic control devices under this agreement at the rates described in **Exhibit A**.

E. The statements submitted by the Local Agency for which payment is requested shall contain an adequate description of the type(s) and the quantity(ies) of the Maintenance Services performed, the date(s) of that performance, and on which specific sections of the Highways such services were performed, in accord with standard Local Agency billing standards.

F. If the Local Agency fails to satisfactorily perform the Maintenance Services or if the statement submitted by the Local Agency does not adequately document the payment requested, after notice thereof from the State, the State may deduct and retain a proportionate amount from the monthly payment, based on the above rate, for that segment or portion.

Section 5: State & Local Agency Commitments:

A. The Local Agency shall perform the Maintenance Services for the certain State Highway System locations described herein. Such services and locations are detailed in **Exhibit A**.

B. The Local Agency shall operate and maintain the highway miles as listed on **Exhibit A.** As used herein the term "maintenance services" shall mean only those maintenance services normally performed by the State to comply with its responsibility under §§43-2-102 and 43-2-135, C.R.S., as described in the State's then current "Maintenance Management Information Manual", as amended, which is incorporated herein by this reference. The Local Agency shall obtain a copy of that Manual from the State before it performs any Maintenance Services under this contract. Maintenance Services do not include reconstruction of portions of the highways destroyed by major disasters, fires, floods, or Acts of God. Provided, however, that the Local Agency shall give the State immediate notice of the existence of any such conditions on the Highways.)

1. Maintenance Services to be performed by the Local Agency, at State expense, for the Highways under this contract shall include (without limitation) the following services:
   a. Removal of snow, sanding and salting.
   b. Patching, making safe, repairing, spot reconditioning, spot stabilization and spot seal coating, including shoulders, and damage caused by ordinary washouts.
   c. Painting of bridges, of other structures, and of highway appurtenances.
   d. Warning the State's representative of any "dangerous condition" (as defined in §24-10-103(1) C.R.S., as amended), and/or repairing that condition.
   e. Inspecting State Highway signing and regulatory devices on the Highways at least weekly and notifying the State's Regional Transportation Director as soon as the Local Agency has notice of any State Highway signing and regulatory devices in need of repair.
2. Local Agency shall also continue to perform, at its own expense, all activities/duties on the Highways that Local Agency is required to perform by §43-2-135 (1) (a) and (e), C.R.S., as amended, including, but not limited to: cutting weeds and grasses within the State's right of way; fence maintenance; cleaning of roadways, including storm sewer inlets and catch basins; cleaning of ditches; and repairing of drainage structures, excluding storm sewers.

C. The Local Agency shall perform all Maintenance Services on an annual basis. The Local Agency's performance of such services shall comply with the same standards that are currently used by the State for the State's performance of such services, for similar type highways with similar use, in that year, as determined by the State. The State's Regional Transportation Director, or their representative, shall determine the then current applicable maintenance standards for the Maintenance Services. Any standards/directions provided by the State's representative to the Local Agency concerning the Maintenance Services shall be in writing. The Local Agency shall contact the State Region office and obtain those standards before the Local Agency performs such services.

D. The Local Agency shall perform the Maintenance Services in a satisfactory manner and in accordance with the terms of this contract. The State reserves the right to determine the proper quantity and quality of the Maintenance Services performed by the Local Agency, as well as the adequacy of such services, under this contract. The State may withhold payment, if necessary, until Local Agency performs the Maintenance Services to the State's satisfaction. The State will notify the Local Agency in writing of any deficiency in the Maintenance Services. The Local Agency shall commence corrective action within 24 hours of receiving actual or constructive notice of such deficiency: a) from the State; b) from its own observation; or c) by any other means. In the event the Local Agency, for any reason, does not or cannot correct the deficiency within 24 hours, the State reserves the right to correct the deficiency and to deduct the actual cost of such work from the subsequent payments to the Local Agency, or to bill the Local Agency for such work.

Section 6. Record Keeping

The Local Agency shall maintain a complete file of all records, documents, communications, and other written materials, which pertain to the costs incurred under this contract. The Local Agency shall maintain such records for a period of three (3) years after the date of termination of this contract or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The Local Agency shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the State and FHWA to inspect the project and to inspect, review and audit the project records.

Section 7. Termination Provisions

This contract may be terminated as follows:

A. This Contract may be terminated by either party, but only at the end of the State fiscal year (June 30), and only upon written notice thereof sent by registered, prepaid mail and received by the non-terminating party, not later than 30 calendar days before the end of that fiscal year. In that event, the State shall be responsible to pay the Local Agency only for that portion of the highway Maintenance Services actually and satisfactorily performed up to the effective date of that termination, and the Local Agency shall be responsible to provide such services up to that date, and the parties shall have no other obligations or liabilities resulting from that termination.
   Notwithstanding subparagraph A above, this contract may also be terminated as follows:

B. <u>Termination for Convenience.</u> The State may terminate this contract at any time the State determines that the purposes of the distribution of moneys under the contract would no longer be served by completion of the project. The State shall effect such termination by giving written notice of termination to the Local Agency and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.

C. <u>Termination for Cause.</u> If, through any cause, the Local Agency shall fail to fulfill, in a timely and proper manner, its obligations under this contract, or if the Local Agency shall violate any of the covenants, agreements, or stipulations of this contract, the State shall thereupon have the right to terminate this contract for cause by giving written notice to the Local Agency of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Local Agency under this contract shall, at the option of the State, become its property, and the Local Agency shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The Local Agency shall be obligated to return any payments advanced under the provisions of this contract.
   Notwithstanding the above, the Local Agency shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the contract by the Local Agency, and the State may withhold payment to the Local Agency for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Local Agency is determined.
   If after such termination it is determined, for any reason, that the Local Agency was not in default or that the Local Agency’s action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the contract had been terminated for convenience, as described herein.

D. <u>Termination Due to Loss of Funding.</u> The parties hereto expressly recognize that the Local Agency is to be paid, reimbursed, or otherwise compensated with federal and/or State funds which are available to the State for the purposes of contracting for the Project provided for herein, and therefore, the Local Agency expressly understands and agrees that all its rights, demands and claims to compensation arising under this contract are contingent upon availability of such funds to the State. In the event that such funds or any part thereof are not available to the State, the State may immediately terminate or amend this contract.

Section 8. Legal Authority

The Local Agency warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the Local Agency to its terms. The person(s) executing this contract on behalf of the Local Agency warrants that such person(s) has full authorization to execute this contract.

Section 9. Representatives and Notice

The State will provide liaison with the Local Agency through the State's Region Director, Region R1, CDOT. Said Region Director will also be responsible for coordinating the State's activities under this contract and will also issue a "Notice to Proceed" to the Local Agency for commencement of the Work. All communications relating to the day-to-day activities for the work shall be exchanged between representatives of the State's Transportation Region R1 and the Local Agency. All communication, notices, and correspondence shall be addressed to the individuals identified below. Either party may from time to time designate in writing new or substitute representatives.

If to State	If to the Local Agency
CDOT Region: R1	City of Aurora
Jared Maupin	Carlie Campuzano
Project Manager	Deputy Director of Transportation and Mobility
18500 E Colfax Ave	15151 E Alameda Pkwy
Aurora, CO 80011	Aurora, CO 80012
303-365-7126	303-739-3709

Section 10. Successors

Except as herein otherwise provided, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 11. Third Party Beneficiaries

It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Local Agency. Nothing contained in this contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Local Agency that any such person or entity, other than the State or the Local Agency receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Section 12. Governmental Immunity

Notwithstanding any other provision of this contract to the contrary, 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, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

Section 13. Severability

To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

Section 14. Waiver

The waiver of any breach of a term, provision, or requirement of this contract shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

Section 15. Entire Understanding

This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved pursuant to the State Fiscal Rules.

Section 16. Survival of Contract Terms

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Local Agency.

Section 17. Modification and Amendment

This contract is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this contract shall be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved in accordance with applicable law.

A. Amendment
   Either party may suggest renegotiation of the terms of this contract, provided that the contract shall not be subject to renegotiation more often than annually, and that neither party shall be required to renegotiate. If the parties agree to change the provisions of this contract, the renegotiated terms shall not be effective until this Contract is amended/modified accordingly in writing. Provided, however, that the rates will be modified in accordance with applicable cost accounting principles and standards (including sections 24-107-101, et seq., C.R.S. and implementing regulations), and be based on an increase/decrease in the "allowable costs" of performing the Work. Any such proposed renegotiation shall not be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved by the State Controller or delegee. Any such rate change will go into effect on the first day of the first month following the amendment execution date.
B. Option Letter
   a. The State may increase/decrease the quantity of goods/services described in **Exhibit A** at the same unit prices (rates) originally established in the contract. The State may exercise the option by written notice to the Local Agency in a form substantially equivalent to **Exhibit C**.
   b. As a result of increasing/decreasing the locations, the State may also unilaterally increase/decrease the maximum amount payable under this contract based upon the unit prices (rates) originally established in the contract and the schedule of services required, as set by the terms of this contract. The State may exercise the option by providing a fully executed option to the Local Agency, in a form substantially equivalent to **Exhibit C**, immediately upon signature of the State Controller or an authorized delegate. The Option Letter shall not be deemed valid until signed by the State Controller or an authorized delegate. Any such rate change will go into effect on the first day of the first month following the option letter execution date.
C. State Encumbrance Letter
   The State may encumber the funds up to the maximum amount allowed during a given fiscal year by unilateral execution of an encumbrance letter in a form substantially equivalent to **Exhibit D**. The State shall provide a fully executed encumbrance letter to the Local Agency after execution. Delivery/performance of the goods/services shall continue at the same rate and under the same terms as established in the contract.

Section 18. Disputes

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract, which is not disposed of by agreement, will be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Transportation. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of the contract in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Section 19. Does not supersede other agreements

This contract is not intended to supersede or affect in any way any other agreement (if any) that is currently in effect between the State and the Local Agency for other "maintenance services" on State Highway rights-of-way within the jurisdiction of the Local Agency. Also, the Local Agency shall also continue to perform, at its own expense, all such activities/duties (if any) on such State Highway rights-of-ways that the Local Agency is required by applicable law to perform.

Section 20. Subcontractors

The Local Agency may subcontract for any part of the performance required under this contract, subject to the Local Agency first obtaining approval from the State for any particular subcontractor. The State understands that the Local Agency may intend to perform some or all of the services required under this contract through a subcontractor. The Local Agency agrees not to assign rights or delegate duties under this contract [or subcontract any part of the performance required under the contract] without the express, written consent of the State; which shall not be unreasonably withheld. Except as herein otherwise provided, this agreement shall inure to the benefit of and be binding only upon the parties hereto and their respective successors and assigns.

Section 21. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts. Contractor refers to Local Agency and Contract refers to Agreement.

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(19), 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., applicable Local Agency law, rule or regulation**

Financial obligations of the Parties payable after the current State Fiscal Year or 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 Parties, 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 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 Parties to indemnify or hold Contractor harmless; requires the Parties 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. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Section 22. SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

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

LOCAL AGENCY CITY OF AURORA ____________________________ Mike Coffman, Mayor Date: ____________________	**STATE OF COLORADO** **Jared S. Polis** **Department of Transportation** By____________________________ Keith Stefanik, P.E., Chief Engineer (For) Shoshana M. Lew, Executive Director Date:____________________________
SECOND LOCAL AGENCY SIGNATURE, IF NEEDED CITY OF AURORA Attest:____________________ Kadee Rodriguez, City Clerk Date: ____________________ Approved as to Form:____________________ Michelle Gardner, Sr. Assistant City Attorney Date: ____________________	**STATE OF COLORADO** **LEGAL REVIEW** **Philip J. Weiser, Attorney General** By____________________________ Signature – Assistant Attorney General Date:____________________________

ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. The Local Agency is not authorized to begin performance until such time. If The Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay The Local Agency for such performance or for any goods and/or services provided hereunder.

STATE OF COLORADO
STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: ____________________________
Colorado Department of Transportation

Date:____________________________

Exhibit A

SCOPE OF WORK

CITY OF AURORA
DEPARTMENT OF PUBLIC WORKS

LIST OF STREETS AND STATE HIGHWAYS
UNDER THE MAINTENANCE AGREEMENT CONTRACT

STATE HIGHWAY NO.		MILES
30	SH 30 Beginning at the MP 7.67 TO MP 11.67 (SH 30 Beginning at the junction with Havana and Easterly to Airport Boulevard junction)	4.00
30	SH 30 Beginning at MP 7.67 to MP 4.00 (SH 30 Beginning at the junction of Havana and 6th Ave., Southerly to the junction of Parker Road (SH83))	4.00
40	SH 40 Beginning at the MP 303.24 to MP 309 (SH 40 Beginning at the junction of Yosemite, Easterly to the junction of Tower Road)	6.00

TOTAL MILEAGE FOR MAINTENANCE 14.00

$12,241.61 Per center lane mile X 14 Miles = $171,382.54	**FY26**
$12,608.86 Per center lane mile X 14 Miles = $176,524.04	**FY27**
$12,987.13 Per center lane mile X 14 Miles = $181,819.82	**FY28**
$13,376.74 Per center lane mile X 14 Miles = $187,274.36	**FY29**
$13,778.04 Per center lane mile X 14 Miles = $192,892.56	**FY30**

5-year total of $909,893.32 = Total contract

EXHIBIT B – LOCAL AGENCY RESOLUTION

LOCAL AGENCY ORDINANCE or RESOLUTION

(if applicable)

EXHIBIT C - SAMPLE OPTION LETTER

SAMPLE IGA OPTION LETTER

Highway or Traffic Maintenance

(This option has been created by the Office of the State Controller for CDOT use only)

Date:	**State Fiscal Year:**	**Option Letter No.**	**Routing #**

Vendor name:

1) SUBJECT:

Change in the amount of goods within current term.

2) REQUIRED PROVISIONS:

In accordance with Section 17 of contract routing number insert FY, agency code & routing #, between the State of Colorado, Department of Transportation, and insert Local Agency name the state hereby exercises the option to an increase/decrease in the amount of goods/services at the same rate(s) specified in Exhibit A.

The amount of the current Fiscal Year contract value (encumbrance) is increased/decreased by $ amount of change to satisfy services/goods ordered under the contract for the current fiscal year insert fiscal year. The Contract Encumbrance Amount in Recital 1 is hereby modified to $amount of new annual encumbrance, and Section 4, B, 1 shall also be modified to show the annual not to exceed amount to $amount of new annual encumbrance and the Contract (five-year term) not to exceed amount shall be modified to $amount of the new five-year maximum.

The total contract value to include all previous amendments, option letters, etc. is $insert accumulated/total encumbrance amount.

3) EFFECTIVE DATE:

The effective date of this Option Letter is upon approval of the State Controller or delegate, whichever is later.

APPROVALS:

State of Colorado:
JARED S. POLIS, GOVERNOR

By: ____ Date: __________________
Keith Stefanik, P.E., Chief Engineer, Colorado Department of Transportation

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Local Agency is not authorized to begin performance until such time. If Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay Local Agency for such performance or for any goods and/or services provided hereunder.

State Controller
Robert Jaros, CPA, MBA, JD

By: ___________________________________

Date: __________________________________

Form date: August 16, 2013

ENCUMBRANCE LETTER

Date:	State Fiscal Year:	Encumbrance Letter No.	Routing #:
		Orig. IGA:	PO:

1) **Encumber fiscal year funding in the contract.**

2) **PROVISIONS**: In accordance with Section 4 and Exhibit C of the original Contract routing number Orig Routing # between the State of Colorado, Department of Transportation**,** and Contractor's Name, covering the term July 1, Year through June 30, Year, the State hereby encumbers funds for the goods/services specified in the contract for fiscal year **.**

   The amount to be encumbered by this Encumbrance Letter is $amount of change. The Total contract (encumbrance) amount, including all previous amendments, option letters, etc. is $Insert New $ Amt.

3) **EFFECTIVE DATE**. The effective date of this Encumbrance Letter is upon approval of the State Controller.

STATE OF COLORADO
Jared S. Polis, GOVERNOR
Department of Transportation

By: ______________________________
Keith Stefanik, P.E., Chief Engineer
(For) Shoshana M. Lew, Executive Director

Date: ______________________

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: ______________________________________

Department of Transportation

Date: ______________________

EXHIBIT E

PII Certification

STATE OF COLORADO

LOCAL AGENCY CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S., I, ________________, on behalf of __________________________ (legal name of Local Agency) (the "Local Agency"), hereby certify under the penalty of perjury that the Local Agency 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.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Local Agency.

Signature: __________________________

Printed Name: __________________________

Title: __________________________

Date: ___________

CITY OF AURORA
Council Agenda Commentary

Item Title: Intergovernmental Agreement (IGA) with E - 470 Authority for Gartrell Bridge Expansion over E - 470 Project (Resolution)	
Item Initiator: Megan Cox, Program Coordinator, Public Works	
Staff Source/Legal Source: Cathleen Valencia, Manager of Project Delivery Services, Public Works / Michelle Gardner, Senior Assistant City Attorney	
Outside Speaker: N/A	
Council Goal: 2012: 3.0--Ensure excellent infrastructure that is well maintained and operated.	

COUNCIL MEETING DATES:

Study Session: 9/8/2025

Regular Meeting: 9/22/2025

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name, title, department / 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)

Cathleen Valencia, Manager of Project Delivery Services, Public Works / Michelle Gardner, Senior Assistant City Attorney

---

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as Proposed at Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as Proposed at Regular Meeting

☐ Information Only

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Transportation, Airports & Public Works

Policy Committee Date: 8/21/2025

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☒ Minutes Not Available

☐ Minutes Attached

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

On April 17, 2017, City Council approved the South Aurora Regional Improvement Authority Establishing Agreement between the City and the Metro Districts.

On June 15, 2018, the South Aurora Regional Improvement Authority (SARIA) adopted the South Aurora Regional Improvement Authority Master Plan which authorized SARIA to contribute funding to support various regional improvements within the City of Aurora.

On September 17, 2018, City Council approved the First Amendment to the South Aurora Regional Improvement Authority Establishment Agreement. This agreement enabled SARIA to proceed with the bond issuance to fund the initial capital improvement projects of SARIA's Master Plan.

On August 5, 2019, City Council approved the Resolution of the City Council of the City of Aurora, Colorado, for the Intergovernmental Agreement between the City of Aurora and the South Aurora Regional Improvement Authority (SARIA) regarding Gartrell Road Improvements.

On March 10, 2025, City Council approved the Resolution if the IGA between the City of Aurora and SARIA for design and construction funding of the Gartrell Bridge expansion.

On August 22, 2025, TAPS recommended approval of the IGA between E470 and the City of Aurora for construction funding and maintenance responsibilities for the Gartrell Bridge expansion.

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

The Gartrell Road Bridge Expansion project will expand the existing 2-lane bridge to a 4-lane section with turn lanes. The project also include multimodal improvements and new traffic signals. Construct is anticipated to begin in the fall of 2025.

Public Works has worked closely with E470 on a construction funding and maintenance IGA. SARIA will be funding the majority of construction. E470’s contribution is as follows.

Source	Cost	Percentage
Gartrell Bridge Construction Agreement		
SARIA	$8,640,000	80.0%
E-470	$2,160,000	20.0%
Estimated Project Cost	$10,800,000	100.0%

The anticipated construction cost is $10,800,000 and E470 will contribute 20% of the construction cost. Public Works staff will manage the project through construction.

E470 will maintain the on/off ramps, the bridge structure, bridge deck lighting, bridge rail and deer fencing. City of Aurora will maintain snow and ice control, bridge pavement, repaving of approach slabs, surface maintenance of the sidewalk, guardrail, streetlights, and traffic signals.

This item is a request to approve the IGA between the City of Aurora and E470 and move forward to Regular Meeting.

FISCAL IMPACT

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

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

REVENUE IMPACT

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

N/A

BUDGETED EXPENDITURE IMPACT

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A. Workload will be absorbed into FTE positions in Transportation Project Delivery unit of Public Works Engineering.

QUESTIONS FOR COUNCIL

Does Council support moving forward the Resolution for the Intergovernmental Agreement between E470 and City of Aurora for the Gartrell Road Bridge Expansion Project to a Regular Meeting for consideration of approval?

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. Section 29-1-203(1)). City Council may, by resolution, enter into intergovernmental agreements with other governmental units or special districts for the joint use of buildings, equipment or facilities, and for furnishing or receiving commodities or services. (City Charter Section 10-12). (M. Gardner)

RESOLUTION NO. R2025-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN E-470 PUBLIC HIGHWAY AUTHORITY AND CITY OF AURORA REGARDING CONSTRUCTION AND MAINTENANCE OF THE GARTRELL ROAD BRIDGE EXPANSION IMPROVEMENTS AND FUNDING THEREFOR

WHEREAS, pursuant to Article XIV, Section 18(2) of the Constitution of the State of Colorado, C.R.S., and Section 29-1-203, C.R.S., the E-470 Public Highway Authority ("E-470 Authority") and City of Aurora ("City"), collectively referred to as "Parties", are encouraged and authorized to cooperate and contract with one another to provide any function or service lawfully authorized to each, including the sharing of costs; and

WHEREAS, the E-470 Authority was created and organized pursuant to the Public Highway Authority Law, §§ 43-4-501, et seq., C.R.S., for the purpose of planning, funding, constructing, operating, and/or maintaining a public highway known as the E-470 Public Highway ("E-470"); and

WHEREAS, the City is a municipal corporation organized and existing as a home rule city under Article XX of the Colorado Constitution and the Home Rule Charter of the City and is authorized to operate and maintain City roadways in accordance with Colorado State Law, including Section 43-2-124, C.R.S.; and

WHEREAS, the E-470 Authority and the City entered into an Intergovernmental Agreement for Maintenance and Operations of Certain Interchanges and Grade Separations that Cross the E-470 Highway, dated August 27, 1998 (the "1998 O&M Agreement"), that identifies Gartrell Road as an anticipated interchange; and

WHEREAS, the E-470 Authority and the City entered into an Intergovernmental Agreement By and Between the E-470 Authority and City of Aurora Regarding Design of the Gartrell Road Bridge Expansion Improvements and Funding Therefor, dated December 14, 2021 (the "2021 Design Agreement"), that recognized the responsibilities and costs concerning the design of an expansion of the existing interchange located at Gartrell Road and E-470 Public Highway, including, but not limited to, bridge widening, ramp widening, and traffic signalization (the "Bridge Expansion"); and

WHEREAS, the City has completed the design of the Bridge Expansion pursuant to the 2021 Design Agreement, and wishes to move forward with construction of the Bridge Expansion; and

WHEREAS, the Parties and their respective residents, constituents, and customers will benefit from the construction of the Bridge Expansion, and the Parties therefore agree to cooperatively provide for the construction of the Bridge Expansion as provided herein; and

WHEREAS, the City is willing to undertake the construction of the Bridge Expansion, and the Authority is willing to contribute toward the cost of construction of the Bridge Expansion; and

WHEREAS, the Authority and City agree that it is in their mutual interest to identify their respective rights and agree to the terms for maintenance of the facilities and improvements following construction of the Bridge Expansion as reflected in Exhibit A attached hereto and incorporated herein, in order to avoid conflict and duplication of services; and

WHEREAS, the Parties desire to memorialize their understanding regarding the sharing of costs and the Parties' funding and construction, operations, and maintenance obligations for the Bridge Expansion; and

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

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

Section 1. The Intergovernmental Agreement By and Between the City and the E-470 Authority Regarding Construction and Maintenance of the Gartrell Road Bridge Expansion Improvements and Funding Therefor is hereby approved.

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

Section 3. All prior Resolutions or any parts that are inconsistent herewith are hereby rescinded.

RESOLVED AND PASSED this _________ day of _________________, 2025.

____
MIKE COFFMAN, Mayor

ATTEST:

____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, City Attorney

Michelle Gardner RLA

MICHELLE GARDNER, Sr. Assistant City Attorney

INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE E-470 PUBLIC HIGHWAY AUTHORITY
AND
THE CITY OF AURORA
REGARDING
CONSTRUCTION AND MAINTENANCE OF THE GARTRELL ROAD BRIDGE EXPANSION IMPROVEMENTS AND FUNDING THEREFOR

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this ____ day of ____________, 2025 (the "Effective Date"), by and between the E-470 PUBLIC HIGHWAY AUTHORITY, a body corporate and political subdivision of the State of Colorado (the "Authority"), and the CITY OF AURORA, COLORADO, a home rule municipal corporation of the counties of Adams, Arapahoe and Douglas, State of Colorado ("City"). The Authority and the City may be collectively referred to herein as the "Parties" or individually as a "Party".

RECITALS

WHEREAS, the Parties, as Colorado governmental entities, are constitutionally and statutorily empowered pursuant to Colo. Const., Article XIV, §18, and Sections 29-1-201, *et seq.*, C.R.S., to cooperate or contract via intergovernmental agreement with one another to provide functions, services, or facilities authorized to each cooperating government; and

WHEREAS, the Authority was created and organized pursuant to the Public Highway Authority Law, §§ 43-4-501, *et seq.*, C.R.S., for the purpose of planning, funding, constructing, operating, and/or maintaining a public highway known as the E-470 Public Highway ("E-470"); and

WHEREAS, the City is a municipal corporation organized and existing as a home rule city under Article XX of the Colorado Constitution and the Home Rule Charter of the City and is authorized to operate and maintain City roadways in accordance with Colorado State Law, including Section 43-2-124, C.R.S.; and

WHEREAS, the Authority and the City entered into an Intergovernmental Agreement for Maintenance and Operations of Certain Interchanges and Grade Separations that Cross the E-470 Highway, dated August 27, 1998 (the "1998 O&M Agreement"), that identifies Gartrell Road as an anticipated interchange; and

WHEREAS, the Authority and the City entered into an Intergovernmental Agreement By and Between the E-470- Public Highway Authority and City of Aurora Regarding Design of the Gartrell Road Bridge Expansion Improvements and Funding Therefor, dated December 14, 2021 (the "2021 Design Agreement"), that recognized the responsibilities and costs concerning the design of an expansion of the existing interchange located at Gartrell Road and E-470 Public Highway, including, but not limited to, bridge widening, ramp widening, and traffic signalization (the "Bridge Expansion"); and

WHEREAS, the City has completed the design of the Bridge Expansion pursuant to the 2021 Design Agreement, and wishes to move forward with construction of the Bridge Expansion; and

WHEREAS, the Parties and their respective residents, constituents, and customers will benefit from the construction of the Bridge Expansion, and the Parties therefore agree to cooperatively provide for the construction of the Bridge Expansion as provided herein; and

WHEREAS, the City is willing to undertake the construction of the Bridge Expansion, and the Authority is willing to contribute toward the cost of construction of the Bridge Expansion; and

WHEREAS, the Authority and City agree that it is in their mutual interest to identify their respective rights and agree to the terms for maintenance of the facilities and improvements following construction of the Bridge Expansion as reflected in **Exhibit A** attached hereto and incorporated herein, in order to avoid conflict and duplication of services; and

WHEREAS, provided these shared interests, the Parties desire to memorialize their understanding regarding the sharing of costs and the Parties' funding and construction, operations, and maintenance obligations for the Bridge Expansion.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby covenant and agree as follows:

AGREEMENT

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

2. DEFINITIONS.

Agreement	This Intergovernmental Agreement between the City and the Authority Regarding Construction of the Gartrell Road Bridge Expansion Improvements and Funding Therefor as of the Effective Date
Authority	E-470 Public Highway Authority, a body corporate and political subdivision of the State of Colorado
Authority Contribution	The amount of funding to be contributed to the Bridge Expansion Costs by the Authority in the amount of Twenty Percent (20%) of the Bridge Expansion Costs, which expressly excludes any real property acquisition by the City and the costs associated with the construction of the Connecting Facilities

Authority Fund	The segregated Authority account to be created when the Construction Agreement(s) is executed for the Bridge Expansion
Bridge	All Bridge Expansion infrastructure directly associated with the widened bridge conveying traffic on Gartrell Road over the E-470 Public Highway, comprising, but not limited to, the following: all substructure, superstructure, abutments, approach slabs, guardrails, bridge rails, and related infrastructure, which will be constructed as components of the Bridge Expansion
Bridge Expansion	The expansion of the existing full diamond interchange at E-470 Public Highway and Gartrell Road, excluding Connecting Facilities, and comprising only the following elements of infrastructure: (a) the widening of the existing ramps in all directions including the ramp intersections to the point the curb returns where they meet the cross streets; (b) the length of Gartrell Road between the outermost curb radii of the ramp intersections; (b) the Bridge widened to accommodate the ultimate four (4) lane Gartrell Road arterial section, plus turn lanes and sidewalks; and (c) traffic signal modifications and street lights at the intersection(s) with Gartrell Road. The Bridge Expansion is conceptually depicted in **Exhibit A** attached to this Agreement
Bridge Expansion Costs	Actual costs incurred to construct the Bridge Expansion pursuant to competitive bids, which shall include all costs paid or to be paid, to third parties for the construction, construction management, quality assurance, utility investigation, quality control, mobilization, water quality permitting, erosion control and traffic control
CDOT	Colorado Department of Transportation
CDOT's Field Materials Manual	Colorado Department of Transportation's Field Material Manual 2023, as it may be amended from time to time, currently accessible at https://www.codot.gov/business/designsupport/materials-and-geotechnical/manuals/2023-field-materials-manual
CDOT's Standard Specifications	Colorado Department of Transportation's Standard Specifications for Road and Bridge Construction 2021, as it may be amended from time to time, currently accessible at https://www.codot.gov/business/designsupport/cdot-construction-specifications/2021-construction-

	specifications/2021-specs-book/2021-standard-specifications-book
City	The City of Aurora, Colorado
City Contribution	The amount of funding to be contributed to the Bridge Expansion Costs by the City in the amount of Eighty Percent (80%) of the Bridge Expansion Costs
Construction Agreement(s)	One or more agreements that may be entered into between the City and third parties for the construction of the Bridge Expansion
Construction Agreement Bid	The City's recommendation for award of the Construction Agreement(s), and the total bid figure for the Construction Work submitted therewith
Connecting Facilities	Any and all transportation infrastructure connected to, but not part of, the Bridge Expansion, including, but not limited to, local roads, frontage roads, and Gartrell Road
Final Bridge Expansion Design	The final 100% design for the Bridge Expansion which will be contracted for construction and includes all necessary approvals from the City
Interchange Funds Account	A segregated account of the City into which funding of the Authority Contribution shall be deposited following the transfer of such fund to the City by the Authority and then held by the City and used for the limited purpose of funding the Bridge Expansion Costs.
1998 O&M Agreement	The Intergovernmental Agreement Between the City of Aurora and the E-470 Public Highway Authority Maintenance and Operations of Certain Interchanges and Grade Separations that Cross the E-470 Highway, dated August 27, 1998
Party(ies)	The City and/or the Authority as the context may dictate

3. AUTHORITY AND CITY FUNDING OBLIGATIONS.

A. Authority Funding Limited to Authority Contribution. The Authority's sole obligation in respect to the funding of the Bridge Expansion Costs shall be to contribute the Authority Contribution. Beyond the Authority Contribution, the City shall bear sole responsibility to fund any and all Bridge Expansion Costs.

B. City Funding of Bridge Expansion Costs. The City shall be obligated to fund all Bridge Expansion Costs beyond the Authority Contribution at its sole cost and expense, subject to the availability of the City's appropriated funds.

4. BRIDGE EXPANSION DESIGN. Pursuant to the 2021 Design Agreement, the City has completed the Final Bridge Expansion Design.

5. BRIDGE EXPANSION CONSTRUCTION BY THE CITY.

A. Construction of Bridge Expansion. Subject to the receipt of acceptable bids, the availability of funds, and the terms and conditions of this Agreement, the City will perform or cause to be performed all work effort required to construct the Bridge Expansion in accordance with the Final Design, including, but not limited to, obtaining all necessary permits, consents, and approvals in accordance with applicable federal, state, and local statutes, ordinances, codes, rules and regulations (the "Construction Work") and will contract with one or more qualified and experienced contractors to perform the Construction Work (as defined above in Section 2 of this Agreement, the "Construction Agreement(s)"). The City will also contract with a qualified consulting engineer to manage the construction phase of the Bridge Expansion.

B. Solicitation of Bids to Construct Bridge Expansion. The City shall solicit competitive bids for the Construction Agreement(s) to construct the Bridge Expansion. The Parties agree that the bidder considered for award of a Construction Agreement(s) shall be a general contractor pre-qualified by CDOT for highway construction projects. The Authority shall be entitled to review and comment, in advance of selection by the City, the bid price and the bidder considered for award of the Construction Work prior to award of a contract and the execution of any Construction Agreement(s). Upon receipt of responses to the City's solicitation of a contractor(s) for the Construction Agreement(s), the City shall notify the Authority in writing of the Construction Agreement Bid. If the Authority, within three (3) weeks of receipt of notification of the Construction Agreement Bid, provides written notification to the City that the Authority, in its discretion, concurs with the award of the Construction Agreement(s), to the contractor in the amount of the Construction Agreement Bid as recommended by the City, the City may accept the Construction Agreement Bid, and the City may thereafter enter into the Construction Agreement(s), with its selected construction contractor on such terms and conditions as the City deems appropriate. If the Authority, within three (3) weeks of notification of the Construction Agreement Bid does not notify the City it accepts the Construction Agreement Bid, either Party may terminate this Agreement by notice to the other Party and have no further obligations hereunder; provided, however, in no event shall this Agreement terminate pursuant to this Section prior to a thirty-day (30) day period of negotiations by the Parties.

C. Terms of Construction Agreement(s). Any Construction Agreements(s) will incorporate certain of the terms contained herein and that may be reasonably requested by the Authority pertaining to the use of the Authority Contribution and construction of the Bridge Expansion:

(i) The Construction Agreement(s) scope(s) shall include (without limitation): utility relocations, wetlands mitigation, earthwork, drainage, stormwater, water quality, the E-470 Public Highway, the Bridge, traffic signals, lighting, fencing, monumentation, power supply, traffic control, signing, material testing, construction management, and other infrastructure and appurtenances as required by the Final Bridge Expansion Design or as mandated by the City and any and all other governmental or quasi-governmental entities with jurisdiction;

(ii) Specific affirmation that the Authority has no responsibility for the construction of the Bridge Expansion; and

(iii) Requirements of the City and all contractors and subcontractors comply with the Authority's permit manual, including but not limited to obtaining all required permits and insurance specified thereby.

(iv) Requirement of the City and all contractors and subcontractors to conduct all inspections and material testing in accordance with the CDOT's Field Materials Manual to ensure all work complies with CDOT's Standard Specifications, and to further allow for the Authority to conduct appropriate owner verification testing and inspections.

In addition to the review and approval required in Section 5.B, all Construction Agreement(s) shall be submitted to the Authority for prior written approval by the Authority before they are executed. Bridge Expansion construction shall not commence without the Authority's prior written approval of the Construction Agreement(s).

D. Commercially Reasonable Efforts. The City and the Authority (each to the other) agrees that it shall, in good faith, use commercially reasonable efforts in carrying out its obligations under this Agreement, including but not limited to, the City's obligation for contracting and negotiation with third parties necessary to complete construction of the Bridge Expansion, and to minimize all costs to be incurred by either of the Parties associated with the completion of the Bridge Expansion.

E. Communication. The City shall keep accurate records of the progress of construction of the Bridge Expansion and shall provide status reports to the Authority, or its designees, on a regular basis (a minimum of every month after execution of this Agreement), including progress updates and notice of any problems related to the Bridge Expansion. and a record of payments made to any contractor(s). Said status reports shall include updates to the Bridge Expansion Costs expended and the remaining costs projected to be expended through the Bridge Expansion completion and shall note any variances from the estimated Bridge Expansion Costs, as well as any adjustments to the time schedule for Bridge Expansion completion.

F. Fees. The Authority agrees it will waive any and all Authority fees associated with the Bridge Expansion that may be waived pursuant to applicable Authority rules and regulations.

6. <u>CONSTRUCTION FUNDING</u>.

A. <u>General</u>. As provided and allocated in this Section 6, the City and Authority agree to pay the total amount of the Bridge Expansion Costs. The total Bridge Expansion Costs are currently estimated to be approximately Ten Million Nine Hundred Thousand Dollars ($10,900,000) as set forth in **Exhibit B** attached hereto, based on current estimates for consultants, materials, and contingency (the "Bridge Expansion Estimated Costs"). The Parties understand and agree that due to the long-term nature and unpredictability of the Bridge Expansion project as well as recently inflationary trends, this is only an estimate and not intended to, and shall not, serve as a not-to-exceed amount. The Parties acknowledge that the Bridge Expansion Estimated Costs may increase depending on the timing of completion of the Bridge Expansion construction, including but not limited to inflation of costs of materials and other factors related thereto. The Parties will share in the incurrence of any Bridge Expansion Costs overruns or savings as set forth in Section 7(B) below.

B. <u>Party Contributions.</u>

(i) <u>City Contribution</u>. The City agrees to contribute an amount equivalent to Eighty Percent (80%) of the total amount of the Bridge Expansion Costs, as previously defined in Section 2 of this Agreement as the City Contribution. The City further agrees it shall diligently fund and construct the Bridge Expansion, using the Authority Contribution.

(ii) <u>Authority's Contribution</u>. The Authority agrees to contribute an amount equal to twenty (20%) of the total amount of the Bridge Expansion Costs, as previously defined in Section 2 of this Agreement as the Authority Contribution. Within thirty (30) days of the Authority's written acceptance of the Construction Agreement Bid in accordance with Section [5.B] of this Agreement, and subject to the City's execution of the first of the Construction Agreement(s), the Authority shall deposit the Authority Contribution in the Authority Fund. The Authority agrees that it shall hold the Authority Contribution in the Authority Fund for use solely associated with construction of the Bridge Expansion. Interest earned on the Authority Fund from the time it is created by the Authority shall remain the property of the Authority and shall not increase the Authority Contribution available under this Agreement.

C. <u>Funding Process.</u>

(i) <u>Initial Contribution</u>. The Authority will make an initial contribution of funds to the City from the Authority Fund in the amount of Nine Hundred Thousand Dollars ($900,000) within thirty (30) days of the City's execution of a Construction Agreement with its selected construction contractor for the Construction Work to be deposited by the City into the Interchange Funds Account.

(ii) Second Contribution. The Authority will make a second contribution of funds to the City from the Authority Fund in the amount of One Million Two Hundred Eighty Thousand Dollars ($1,280,000) no later than one year from the date of the City's execution of a Construction Agreement with its selected construction contractor for the Construction Work to be deposited by the City into the Interchange Funds Account.

(iii) Final Contribution. The Authority will make a third and final contribution of funds to the City in accordance with Section 7(C) below.

(iv) Transfer of Funds. The funds may be transferred by the Authority to the City in any manner mutually agreeable to the Parties. Any funds transferred by the Authority to the City pursuant to this Agreement shall be deposited into the to be deposited by the City into the Interchange Funds Account.

7. DISTRIBUTION OF AUTHORITY CONTRIBUTION.

A. Use of Authority Contribution and Accounting.

(i) The City agrees all funds transferred to the City by the Authority pursuant to this Agreement shall only be used for the limited purpose of funding Bridge Expansion Costs.

The City will provide copies of all invoices for progress payments for portions of the completed Construction Agreement(s) which are to be paid to the Authority for review prior to issuing payment for the Construction Work and Construction Management Work. The Authority's and City's mutual approval of invoices shall be a condition of payment. The Authority will review and provide comment on such invoices within five (5) days of receipt of the same. All invoices shall be addressed to the Authority as follows: "E-470 Public Highway Authority, 22470 E. Stephen D. Hogan Parkway, Suite 100, Aurora, Colorado 80018 ATTN: FINANCE DEPARTMENT" or sent via electronic mail to accountspayable@e-470.com with the name of this Agreement in the subject line. Invoices shall be supported by cost information in such detail as may be required by the Authority and shall be sufficient to substantiate all items for a proper audit and post audit thereof.

(ii) All Bridge Expansion Costs, except for those costs associated with the Authority Contribution, shall be funded by the City. In no event shall the Authority be required to provide additional funds beyond the Authority Contribution.

B. Bridge Expansion Cost Overruns and Underruns.

(i) The City shall have authority to issue change orders to Construction Agreement(s) for the Bridge Expansion, if applicable and without consulting the Authority, up to the amount of the fifteen percent (15%) contingency, provided, however, if the actual Bridge Expansion Costs will exceed this fifteen percent (15%) contingency, then any such change orders must be approved in advance in writing by the Authority.

(ii) If the City becomes aware that the actual Bridge Expansion Costs may exceed the Bridge Expansion Estimated Costs, the City will provide the Authority with written notice of the same as soon as is reasonably possible.

(iii) In the event the actual Bridge Expansion Costs do in fact exceed the Bridge Expansion Estimated Costs, the Authority shall be required to provide additional funds to the City as set forth in Section 7.C below.

(iv) In the event the actual Bridge Expansion Costs are in fact less than the Bridge Expansion Estimated Costs upon final completion of the Bridge Expansion, the City will return the pro rata share of the Authority Contribution to the Authority within thirty (30) days of Final Acceptance (as defined herein) of the Bridge Expansion in accordance with the Final Bridge Expansion Costs as set forth in Section 7.C. below.

C. Final Accounting. Following the City's Final Acceptance (as defined herein) of the Bridge Expansion in accordance with the Construction Contract, the Authority and the City will conduct a final accounting of all Bridge Expansion Costs (the "Final Bridge Expansion Costs"). The Final Bridge Expansion Costs shall be divided pro rata based on the City Contribution and the Authority Contribution.

(a) If the Authority's portion of the Final Bridge Expansion Costs exceeds the amount paid to the City in the combined Initial Contribution and Second Contribution, the Authority shall be responsible to pay the City its pro rata share of any additional Bridge Expansion Costs within thirty (30) days of receipt of the Final Bridge Expansion Costs invoice (the "Final Contribution"). By way of example, if the Final Bridge Expansion Costs amount to $15,000,000, the Parties' responsibilities shall be as follows:

Authority Contribution: $3,000,000 (20% of Interchange Costs) as follows:

Initial Contribution:	$900,000
Second Contribution:	$1,280,000
Final Contribution:	$820,000

City Contribution: $12,000,000 (80% of Bridge Expansion Costs)

(b) If the Authority's portion of the Final Bridge Expansion Costs is less than the amount paid to the City in the combined Initial Contribution and Second Contribution, the City shall be responsible to pay the Authority its pro rata share of any unused Bridge Expansion Costs within thirty (30) days of conducting the final accounting of all Bridge Expansion Costs.

8. CONNECTING FACILITIES. The Parties acknowledge and agree that the completion of the Bridge Expansion requires construction of the Connecting Facilities. In no event shall the Authority be obligated to fund, own, nor maintain any Connecting Facilities. The City agrees that it will operate and maintain, at its sole cost and expense, the Connecting Facilities.

9. CITY ACCEPTANCE. Upon substantial completion of construction of the Bridge Expansion, the City shall provide notice of the same to the Authority, and the Authority shall have the right to inspect the Bridge Expansion for consistency with the Final Design plans.

10. OWNERSHIP AND MAINTENANCE RESPONSIBILITY. It is understood by the Parties that this Agreement supersedes the 1998 O&M Agreement only with regard to the Gartrell Interchange as shown in **Exhibit B** following completion of the Bridge Expansion.

A. The Authority and City acknowledge and agree to the allocation of their respective maintenance responsibilities, as described and depicted in **Exhibit C**.

B. Each Party shall be responsible, at its sole cost and expense, for obtaining any and all required approvals and permits associated with the maintenance obligations set forth in **Exhibit C** from all applicable local, state and federal governments, including the City and Authority for any maintenance which occurs on either City or Authority property or which, in the Authority's reasonable discretion, has the potential to impact traffic on E-470.

C. The City will provide notice to the Authority when the City grants both initial acceptance ("Initial Acceptance") and final acceptance ("Final Acceptance") for the Bridge Expansion. The Parties' obligation to begin performing maintenance for their respective portions of the Bridge Expansion will commence upon Initial Acceptance of the Bridge Expansion improvements.

11. MAINTENANCE STANDARDS.

A. The Authority and City acknowledge and agree that following Initial Acceptance the Authority will perform that portion of the Bridge Expansion maintenance allocated to the Authority for the Authority owned and maintained facilities in **Exhibit C** (the "Authority Maintenance"), at the Authority's sole cost and expense, according to the Authority's general standards for similar improvements (the "Authority Maintenance Standards").

B. The Authority and City acknowledge and agree that following Initial Acceptance the City will perform that portion of the Bridge Expansion maintenance allocated to the City for the City owned and maintained facilities in **Exhibit C** (the "City

Maintenance”), at the City’s sole cost and expense, according to the City’s general standards for similar improvements (the “City Maintenance Standards”).

C. Under the Construction Agreement(s), the City’s contractor will be obligated to warrant the Bridge Expansion improvements constructed by it under the Construction Agreement for a period of one year from the date the City grants Final Acceptance (the “Warranty Period”). If, during the Warranty Period the City become aware of such any defects with the owned and maintained facilities, the City agrees to immediately notify the Authority of such defects to permit the Authority to initiate warranty proceedings to address the same.

D. No Party shall cause or permit any Dangerous Condition arising from its performance of the operation and maintenance obligations assigned to it by this Agreement. In particular, each Party shall conduct its snowplowing operations on the bridge structure to avoid causing snow to be swept off of the bridge structure and deposited onto E-470. No Party shall cause or permit any Dangerous Condition in any area for which it has responsibility under this Agreement. “Dangerous Condition” means a “dangerous condition” as defined and described in the Colorado Governmental Immunity Act, Colo. Rev. Stat. Sections 24-10-101, *et seq.*, as may be hereafter amended.

E. Each Party shall take due care to avoid damage to the other Parties’ facilities in the performance of the maintenance activities for which it is responsible under this Agreement. Should any damage to a Party’s facilities occur as a result of another Party’s (or its contractor’s) maintenance activities, the Party responsible for the damage shall reimburse the damaged Party for the costs to repair the damage within thirty (30) calendar days of receipt of an invoice therefor. The Parties agree to cooperate with respect to pursuit of third-party insurance claims and/or restitution.

F. In addition to the Authority Maintenance Standards and City Maintenance Standards, all Parties and contractors performing maintenance with respect to the Common Areas shall be required to comply with Colorado Department of Transportation’s specifications, including, but not limited to, the (1) CDOT Standard Specifications for Road and Bridge Construction (latest edition); (2) CDOT M&S Standard Plans and Specification Standards (latest edition); and (3) CDOT Safety Manual (latest edition) as they may apply to the maintenance work to be performed. Improvements containing storm water elements shall be maintained to the standards of the Mile High Flood District, Aurora Water, or such other applicable stormwater oversight jurisdiction.

G. The City may not make modifications to the design or construction of the City-owned and maintained facilities which the Authority determines, in its sole discretion, may have structural or traffic impacts to E-470, including, but not limited to modifications to the Bridge or any Connecting Facilities, without the Authority’s prior written approval, which may be granted or withheld in the Authority’s sole discretion.

12. MAINTENANCE FUNDING. Pursuant to Section 11.A hereof, the Authority is responsible for performing the Authority Maintenance, at the Authority’s sole cost and expense, in perpetuity. Pursuant to Section 11.B hereof, the City is responsible for performing the City

Maintenance, at the City's sole cost and expense, in perpetuity. Under no circumstances shall a Party be obligated to fund the costs of any other Party's obligations pursuant to this Agreement.

13. ANTICIPATED COMPLETION. The City will use reasonable efforts to complete the Bridge Expansion by December 31, 2027, but no failure by the City to complete the Bridge Expansion by December 31, 2027 shall constitute a breach of this Agreement.

14. INSURANCE. The City shall require that contractor(s) performing work for the Interchange obtain and maintain insurance in customary industry amounts satisfactory to the Authority and ensure that the Authority is named as an additional insured.

15. INDEMNIFICATION. The City shall cause its contractors and subcontractors performing work for the Bridge Expansion and upon accessing E-470's property to defend, indemnify, and hold the City and the Authority harmless from any and all liability, loss, cost, damage, claim or expense which the City or the Authority may sustain to the extent they arise from or may be alleged to arise from the intentional or negligent acts or omissions of the City's contractor or any of its subcontractors, material suppliers, or employees in connection with the Construction Agreement and/or the contractor's work.

16. BREACH AND ENFORCEMENT. It is specifically understood that, by executing this Agreement, each Party commits itself to perform pursuant to the terms and conditions contained herein and that the failure of any Party to fulfill any obligation set forth herein shall constitute a breach of this Agreement. The Parties agree that this Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, as may be available according to the laws and statutes of the State of Colorado.

17. TERM OF AGREEMENT AND TERMINATION. Unless terminated pursuant to specific provisions contained herein, this Agreement shall be effective as of the Effective Date identified above and shall terminate upon the final completion of the Bridge Expansion.

18. MISCELLANEOUS.

A. Assignment. None of the Parties hereto may assign this Agreement or parts hereof or its rights hereunder without the express written consent of the other Parties. Any attempt to assign this Agreement in the absence of such written consent shall be null and void *ab initio*.

B. Time is of the Essence. The Parties acknowledge that time is of the essence in the performance of this Agreement.

C. No Partnership or Agency. Notwithstanding any language in this Agreement or any representation or warranty to the contrary, the Parties shall not be deemed or constitute partners, joint venture participants, or agents of the other. Any actions taken by the Parties pursuant to this Agreement shall be deemed actions as an independent contractor of the others.

D. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties. It is the express intention of the Parties that any person or entity other than the Parties shall be deemed to be only an incidental beneficiary under this Agreement.

E. Governmental Immunity. Nothing in this Agreement or in any actions taken by the Parties or their respective elected officials, directors, officers, agents and employees pursuant to this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq*., C.R.S.

F. No Personal Liability. No elected official, director, officer, agent or employee of the Parties shall be charged personally or held contractually liable under any term or provision of this Agreement, or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

G. Annual Appropriations. The Parties are political subdivisions of the State of Colorado and, as such, any and all financial obligations described hereunder are subject to annual budget and appropriations requirements of applicable law.

H. Notices. 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:

(a) personally delivered to the party to whom it is addressed;
(b) sent by electronic mail to the individual designated to receive notice at the e-mail address below, provided that (1) the message includes a cross-reference to this Section of the Agreement and states that it serves as notice pursuant to this Agreement, and (2) notice is also provided in a timely manner by another method of physical delivery provided for in this Section;
(c) sent by United States certified mail, postage prepaid, return receipt requested ("US Mail"); or
(d) placed in the custody of a nationally recognized overnight carrier for next day delivery ("Carrier").

Such notice will be deemed given (i) when received, if delivered personally; (ii) if sent by electronic mail and physical delivery in accordance with (b) above, when the sender receives a "delivery receipt" or other response confirming delivery of such electronic mail; (iii) 4 days after deposit, if sent by US Mail; or (iv) the next business day after deposited with a Carrier during business hours on a business day.

All notices shall be delivered to the following addresses, or such other address as is provided by one party to the other in accordance with this Section:

If to the City:

City of Aurora
Attn: Director of Public Works
15151 E. Alameda Parkway
Aurora, Colorado 80012

With a copy to:

Aurora City Attorney
15151 E. Alameda Pkwy., Ste. 5300
Aurora, Colorado 80012
Email: mgardner@auroragov.org

If to the Authority:

E-470 Public Highway Authority
Attn: Executive Director
Administrative Headquarters Facility
22470 E. Stephen D Hogan Parkway
Aurora, CO 80018
Email: jdonahue@e470-com

With a copy to:

E-470 Public Highway Authority
c/o Icenogle Seaver Pogue
Attn: Tamara K. Seaver
4725 South Monaco Street, Suite 360
Denver, CO 80237
Email: tseaver@isp-law.com

A Party may change its address for the purpose of this Section by giving written notice of such change to the other Parties in the manner provided in this Section.

I. 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 Section 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) Sections and orders refer to the Sections of this Agreement and orders made pursuant to this Agreement, as applicable; (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.

J. 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.

K. Venue and Jurisdiction. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against any other party in any way arising from or relating to this Agreement and all contemplated transactions, in any forum other than the Eighteenth Judicial District of Colorado, which forum shall have sole and exclusive jurisdiction over any matters related to this Agreement.

L. 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.

M. Binding Contract. This Agreement shall inure to and be binding on the successors and permitted assigns of the Parties.

N. Contract Modification. This Agreement may not be amended, altered, or otherwise changed except by a written agreement signed by authorized representatives of the Parties.

O. Severability. If any term or provision of this Agreement is determined by the Eighteenth Judicial District of Colorado or any appellate court with competent jurisdiction to be invalid, illegal, or unenforceable under the laws governing this Agreement, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement; provided, however, that if any term or provision of this Agreement which is material to allowing the parties to achieve the benefit of the bargain originally negotiated between the parties is determined by the Eighteenth Judicial District of Colorado or any appellate court with competent jurisdiction to be invalid, illegal, or unenforceable, the remainder of this Agreement shall be unenforceable.

P. Covenant of Good Faith and Fair Dealing. The Parties agree to act in good faith in dealing with one another, carrying out their responsibilities, and performing their obligations pursuant to this Agreement. Each Party hereby covenants to the other that it shall not undermine the rights or obligations of the other Party hereto with respect to the Agreement and it will cooperate with the other in achieving the purposes of this Agreement.

Q. Payment of Tolls. The City understands and agrees that the City, its contractors, subcontractors, consultants, vendors, and employees shall pay all tolls incurred by them.

R. Counterpart Execution. This Agreement may be executed in multiple counterparts; all counterparts so executed shall constitute one agreement binding upon all Parties, notwithstanding that all Parties are not signatories to the original or the same counterpart. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement 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.

E-470 PUBLIC HIGHWAY AUTHORITY

____
By: Joseph Donahue
Its: Executive Director

DEPARTMENT APPROVAL:

____
Chief Engineer

FINANCE APPROVAL:

____
Chief Financial Officer

APPROVED AS TO FORM:
ICENOGLE SEAVER POGUE
A Professional Corporation

____
General Counsel

DATE APPROVED BY THE BOARD OF DIRECTORS: ____________

CITY OF AURORA, COLORADO

DATE APPROVED BY THE CITY COUNICL: ____________________

CITY OF AURORA, COLORADO

____

By: Mike Coffman
Its: Mayor

ATTEST:

____

By: Kadee Rodriguez
Its: City Clerk

APPROVED AS TO FORM:

____

By: Michelle Gardner
Its: Sr. Assistant City Attorney

STATE OF ______________________)
) ss.
COUNTY OF ____________________)

The foregoing instrument was acknowledged before me this ________ day of _______________, 20__ by _______________ as ________________ of City of Aurora.

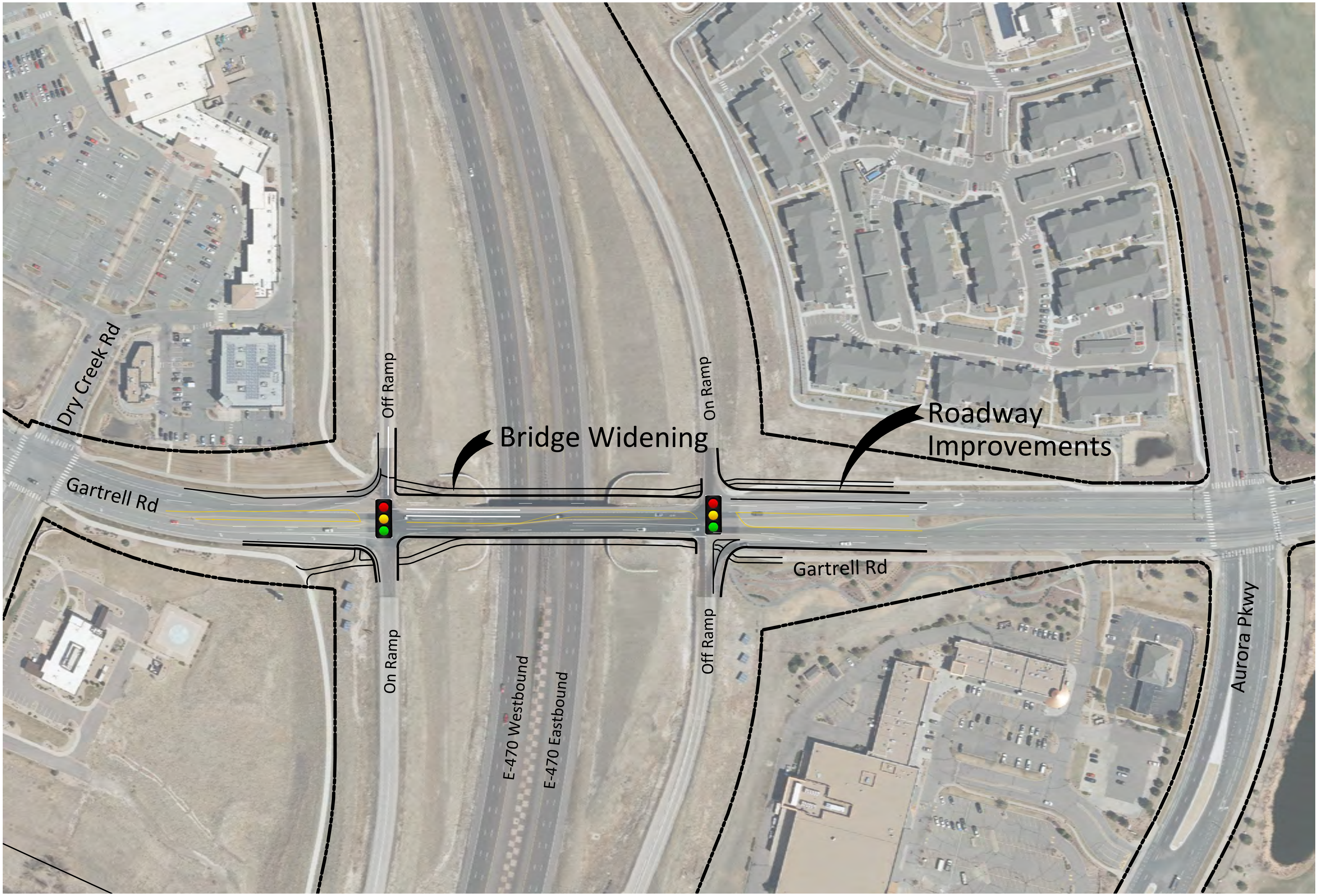
WITNESS my hand and official seal.

My commission expires: ____

____
Notary Public

EXHIBIT A

BRIDGE EXPANSION DEPICTION



City of Aurora, Colorado
Public Works Department
15151 E. Alameda Pkwy, Aurora, CO 80012

Gartrell Road Improvements

EXHIBIT B
BRIDGE EXPANSION ESTIMATE

CITY OF AURORA PROJECT NO. 21056
Gartrell Road Bridge Widening
Structure No. E-470-08.90C
AMANDA NO. XXXX
90% LEVEL ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST
PREPARED BY
MULLER ENGINEERING COMPANY, INC.
August 31, 2023

				Roadway	Wall	Bridge	PROJECT TOTALS	
ITEM NUMBER	**ITEM**	**UNIT**	**UNIT PRICE**	**QUANTITY**	**QUANTITY**	**QUANTITY**	**TOTAL QUANTITY**	**COST**
201-00000	CLEARING AND GRUBBING	L S	$20,000.00	1			1	$20,000.00
202-00010	REMOVAL OF TREE	EACH	$400.00	6			6	$2,400.00
202-00023	REMOVAL OF EMBANKMENT PROTECTOR TYPE 3	EACH	$1,200.00	2			2	$2,400.00
202-00035	REMOVAL OF PIPE	LF	$60.00	44			44	$2,640.00
202-00150	REMOVAL OF WALL	EA	$25,000.00		2		2	$50,000.00
202-00200	REMOVAL OF SIDEWALK	SY	$20.00	403			403	$8,060.00
202-00203	REMOVAL OF CURB AND GUTTER	LF	$13.50	839			839	$11,326.50
202-00206	REMOVAL OF CONCRETE CURB RAMP	SY	$45.00	87			87	$3,915.00
202-00210	REMOVAL OF CONCRETE PAVEMENT	SY	$50.00	333			333	$16,650.00
202-00220	REMOVAL OF ASPHALT MAT	SY	$8.00	1,066			1,066	$8,528.00
202-00240	REMOVAL OF ASPHALT MAT (PLANING)	SY	$5.00	12,338			12,338	$61,690.00
202-00246	REMOVAL OF ASPHALT MAT (PLANING) (SPECIAL)	SY	$15.00			1,656	1,656	$24,840.00
202-00453	REMOVAL OF PORTIONS OF PRESENT STRUCTURE (CLASS 2)	SY	$700.00			64	64	$44,800.00
202-00495	REMOVAL OF PORTIONS OF PRESENT STRUCTURE	L S	$320,000.00			1	1	$320,000.00
202-00700	REMOVAL OF LIGHT STANDARD	EACH	$450.00	5			5	$2,250.00
202-00705	REMOVAL OF LIGHT STANDARD FOUNDATION	EACH	$750.00	5			5	$3,750.00
202-00810	REMOVAL OF GROUND SIGN	EACH	$120.00	25			25	$3,000.00
202-00828	REMOVAL OF TRAFFIC SIGNAL EQUIPMENT	L S	$40,000.00	1			1	$40,000.00
202-01000	REMOVAL OF FENCE	LF	$20.00	54			54	$1,080.00
202-01130	REMOVAL OF GUARDRAIL TYPE 3	LF	$8.50	575			575	$4,887.50
202-01300	REMOVAL OF END ANCHORAGE	EACH	$400.00	4			4	$1,600.00
203-00010	UNCLASSIFIED EXCAVATION (COMPLETE IN PLACE)	CY	$30.00	3,652			3,652	$109,560.00
203-01597	POTHOLING	HOUR	$345.00	100			100	$34,500.00
206-00000	STRUCTURE EXCAVATION	CY	$30.00		4,184	524	4,708	$141,240.00
206-00510	FILTER MATERIAL (CLASS A)	CY	$300.00	2			2	$600.00
206-00065	STRUCTURE BACKFILL (FLOW FILL)	CY	$240.00			194	194	$46,560.00
206-00100	STRUCTURE BACKFILL (CLASS 1)	CY	$55.00		6,507	542	7,049	$387,695.00
206-00200	STRUCTURE BACKFILL (CLASS 2)	CY	$55.00		161	620	781	$42,955.00
206-00360	MECHANICAL REINFORCEMENT OF SOIL	CY	$30.00		2,968		2,968	$89,040.00
206-01781	SHORING (AREA 1)	L S	$65,000.00		1	1	2	$130,000.00
206-01782	SHORING (AREA 2)	L S	$65,000.00		1	1	2	$130,000.00
206-01783	SHORING (AREA 3)	L S	$45,000.00			1	1	$45,000.00
206-01784	SHORING (AREA 4)	L S	$45,000.00			1	1	$45,000.00
206-01785	SHORING (AREA 5)	L S	$45,000.00			1	1	$45,000.00
206-01786	SHORING (AREA 6)	L S	$45,000.00			1	1	$45,000.00
207-00700	TOPSOIL (ONSITE)	CY	$20.00	1,682			1,682	$33,640.00
207-00702	TOPSOIL (OFFSITE)	CY	$100.00	400			400	$40,000.00
208-00002	EROSION LOG TYPE 1 (12 INCH)	LF	$10.00	1,890			1,890	$18,900.00
208-00020	SILT FENCE	LF	$10.00	1,020			1,020	$10,200.00
208-00035	AGGREGATE BAG	LF	$10.00	242			242	$2,420.00
208-00041	ROCK CHECK DAM	EACH	$1,100.00	10			10	$11,000.00
208-00045	CONCRETE WASHOUT STRUCTURE	EACH	$5,000.00	1			1	$5,000.00
208-00051	STORM DRAIN INLET PROTECTION (TYPE I)	LF	$25.00	84			84	$2,100.00
208-00070	VEHICLE TRACKING PAD	EACH	$4,000.00	3			3	$12,000.00
210-00479	RESET RADIO COMMUNICATION ANTENNA	EACH	$2,500.00	2			2	$5,000.00
210-00750	RESET LIGHT STANDARD	EACH	$3,000.00	1			1	$3,000.00
210-00890	RESET INTERSECTION DETECTION SYSTEM (CAMERA)	EACH	$1,000.00	2			2	$2,000.00
210-01190	RESET HIGH-TENSION CABLE BARRIER	LF	$40.00	232			232	$9,280.00
212-00701	COMPOST (MECHANICALLY APPLIED)	CY	$100.00	96			96	$9,600.00
212-00703	HUMATE	LB	$2.00	70			70	$140.00
212-00704	MYCORRHIZAE	LB	$15.00	40			40	$600.00
212-00706	SEEDING (NATIVE) DRILL	ACRE	$1,000.00	1.5			1.5	$1,500.00
212-00707	SEEDING (NATIVE) HYDRAULIC	ACRE	$2,500.00	0.5			0.5	$1,250.00
213-00004	MULCHING (WEED FREE STRAW)	ACRE	$2,000.00	1.5			1.5	$3,000.00
213-00061	MULC TACKIFIER	LB	$3.00	294			294	$882.00
216-00042	SOIL RETENTION BLANKET (BIODEGRADABLE STRAW/COCONUT)	SY	$5.00	2,505			2,505	$12,525.00
304-06007	AGGREGATE BASE COURSE (CLASS 6)	CY	$40.00	1,135			1,135	$45,400.00
403-00720	HOT MIX ASPHALT (PATCHING) (ASPHALT)	TON	$260.00	268			268	$69,680.00
403-09210	STONE MATRIX ASPHALT	TON	$150.00	1,673		368	2,041	$306,150.00
403-32841	HOT MIX ASPHALT (GRADING SG) (100) (PG 64-22)	TON	$138.00	781			781	$107,778.00
412-01000	CONCRETE PAVEMENT (8.5 INCH)	SY	$190.00	938			938	$178,220.00
412-02000	CONCRETE SAFETY EDGE	LF	$10.00	592			592	$5,920.00
420-00000	GEOMEMBRANE	SY	$25.00		907		907	$22,675.00
420-00112	GEOTEXTILE (DRAINAGE) (CLASS 1)	SY	$30.00	8			8	$240.00
420-00132	GEOTEXTILE (SEPARATOR) (CLASS 1)	SY	$6.00	2,472			2,472	$14,832.00
502-00100	DRILLING HOLE TO FACILITATE PILE DRIVING	LF	$150.00			160	160	$24,000.00
502-00460	PILE TIP	EACH	$200.00			40	40	$8,000.00
502-11274	STEEL PILING (HP 12x74)	LF	$150.00			1,520	1,520	$228,000.00
503-00010	CROSSHOLE SONIC LOGGING TESTING	EACH	$2,500.00			2	2	$5,000.00
503-00024	DRILLED SHAFT (24 INCH)	LF	$550.00	12			12	$6,600.00
503-00030	DRILLED SHAFT (30 INCH)	LF	$400.00	24			24	$9,600.00
503-00036	DRILLED SHAFT (36 INCH)	LF	$300.00	48			48	$14,400.00

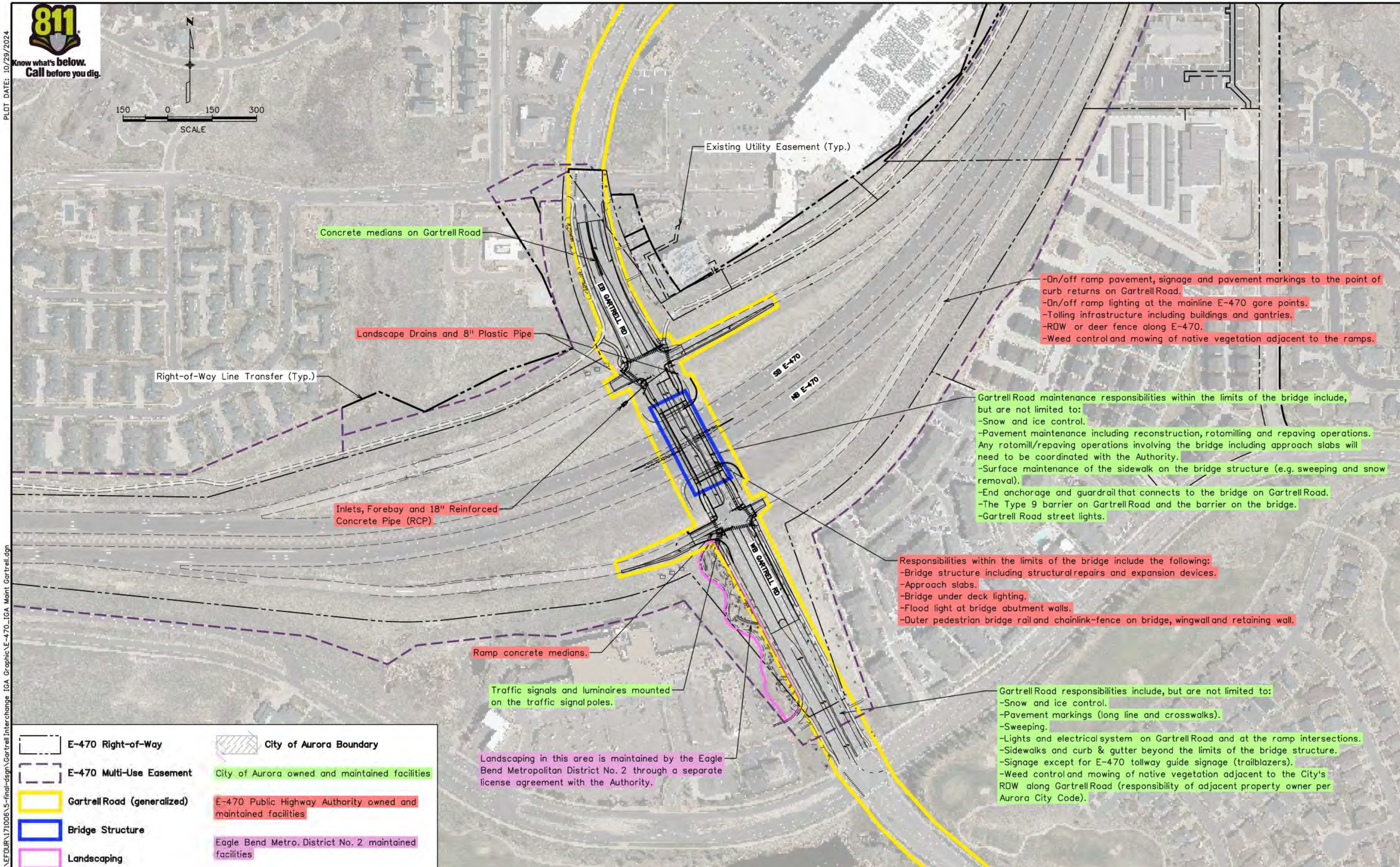
CITY OF AURORA PROJECT NO. 21056
Gartrell Road Bridge Widening
Structure No. E-470-08.90C
AMANDA NO. XXXX
90% LEVEL ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST
PREPARED BY
MULLER ENGINEERING COMPANY, INC.
August 31, 2023

				Roadway	Wall	Bridge	PROJECT TOTALS	
ITEM NUMBER	ITEM	UNIT	UNIT PRICE	QUANTITY	QUANTITY	QUANTITY	TOTAL QUANTITY	COST
503-00042	DRILLED SHAFT (42 INCH)	LF	$700.00	19			19	$13,300.00
503-00048	DRILLED SHAFT (48 INCH)	LF	$760.00			88	88	$66,880.00
504-04420	PRECAST PANEL FACING	SF	$60.00		4,231		4,231	$253,860.00
506-00209	RIPRAP (9 INCH)	CY	$160.00	9			9	$1,440.00
507-00000	CONCRETE SLOPE AND DITCH PAVING	CY	$900.00	2	5.2		7.2	$6,480.00
507-00100	CONCRETE SLOPE AND DITCH PAVING (REINFORCED)	CY	$1,100.00			7.8	7.8	$8,580.00
514-00058	PEDESTRIAN RAILING (58 INCH)	LF	$400.00			606	606	$242,400.00
515-00120	WATERPROOFING (MEMBRANE)	SY	$25.00			2,247	2,247	$56,175.00
515-00400	CONCRETE SEALER	SY	$15.00			710	710	$10,650.00
601-03000	CONCRETE CLASS D	CY	$1,400.00			292.3	292.3	$409,220.00
601-03050	CONCRETE CLASS D (WALL)	CY	$2,000.00	5	7.1		12.1	$24,200.00
601-03056	CONCRETE CLASS DF (BRIDGE)	CY	$1,300.00			597.8	597.8	$777,140.00
601-03057	CONCRETE CLASS DR	CY	$4,000.00			4.4	4.4	$17,600.00
601-40300	STRUCTURAL CONCRETE COATING	SY	$15.00		493	1,646	2,139	$32,085.00
602-00000	REINFORCING STEEL (BLACK)	LB	$1.10			4,330	4,330	$4,763.00
602-00020	REINFORCING STEEL (EPOXY COATED)	LB	$1.30	684	880	210,085	211,649	$275,143.70
603-01185	18 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	LF	$180.00	163			163	$29,340.00
603-05018	18 INCH REINFORCED CONCRETE END SECTION	EACH	$1,900.00	1			1	$1,900.00
603-50008	8 INCH PLASTIC PIPE	LF	$45.00	63			63	$2,835.00
604-19000	INLET SPECIAL	EACH	$1,000.00	2			2	$2,000.00
604-19115	INLET TYPE R L 5 (15 FOOT)	EACH	$8,000.00	1			1	$8,000.00
604-19210	INLET TYPE R L 10 (10 FOOT)	EACH	$11,000.00	1			1	$11,000.00
606-00302	GUARDRAIL TYPE 3 (31 INCH MIDWEST GUARDRAIL SYSTEM)	LF	$60.00	668.75			668.75	$40,125.00
606-01340	END ANCHORAGE (TYPE 3D)	EACH	$2,750.00	2			2	$5,500.00
606-01370	TRANSITION TYPE 3G	EACH	$5,500.00	2			2	$11,000.00
606-01380	TRANSITION TYPE 3H	EACH	$2,000.00	2			2	$4,000.00
606-01372	TRANSITION TYPE BR9-GR3	EACH	$8,000.00			4	4	$32,000.00
606-01460	MEDIAN TERMINAL	EACH	$9,000.00	2			2	$18,000.00
606-02003	END ANCHORAGE (NONFLARED)	EACH	$5,000.00	2			2	$10,000.00
606-10900	BRIDGE RAIL TYPE 9	LF	$350.00			532	532	$186,200.00
607-11525	FENCE (PLASTIC)	LF	$10.00	20			20	$200.00
607-53191	FENCE CHAIN LINK (SPECIAL) (92 INCH)	LF	$100.00			520	520	$52,000.00
608-00006	CONCRETE SIDEWALK (6 INCH)	SY	$80.00	1,326			1,326	$106,080.00
608-00010	CONCRETE CURB RAMP	SY	$208.00	230			230	$47,840.00
609-21010	CURB AND GUTTER TYPE 2 (SECTION I-B)	LF	$35.00	445			445	$15,575.00
609-21020	CURB AND GUTTER TYPE 2 (SECTION II-B)	LF	$40.00	1,347			1,347	$53,880.00
609-60011	CURB TYPE 6 (SECTION M)	LF	$35.00	239			239	$8,365.00
610-00020	MEDIAN COVER MATERIAL (PATTERNED CONCRETE)	SF	$22.00	949			949	$20,878.00
612-00003	DELINEATOR (TYPE III)	EACH	$40.00	2			2	$80.00
612-00041	DELINEATOR (FLEXIBLE) (TYPE I)	EACH	$140.00	4			4	$560.00
613-00102	1 INCH ELECTRIC CONDUIT (GALVANIZED RIGID CONDUIT) (SPECIAL)	LF	$50.00	100			100	$5,000.00
613-00200	2 INCH ELECTRICAL CONDUIT	LF	$22.00			646	646	$14,212.00
613-00206	2 INCH ELECTRICAL CONDUIT (BORED)	LF	$25.00	730			730	$18,250.00
613-00300	3 INCH ELECTRICAL CONDUIT	LF	$28.00			646	646	$18,088.00
613-00306	3 INCH ELECTRICAL CONDUIT (BORED)	LF	$32.00	1,325			1,325	$42,400.00
613-01100	1 INCH ELECTRICAL CONDUIT (PLASTIC)	LF	$25.00	140			140	$3,500.00
613-01200	2 INCH ELECTRICAL CONDUIT (PLASTIC)	LF	$28.00	805			805	$22,540.00
613-01300	3 INCH ELECTRICAL CONDUIT (PLASTIC)	LF	$32.00	850			850	$27,200.00
613-07000	PULL BOX (SPECIAL)	EACH	$3,500.00	2			2	$7,000.00
613-07002	TYPE TWO PULL BOX	EACH	$1,200.00	11		4	15	$18,000.00
613-07004	TYPE FOUR PULL BOX	EACH	$3,200.00	12			12	$38,400.00
613-10000	WIRING	L S	$30,600.00	1			1	$30,600.00
613-13000	LUMINAIRE (LED)	EACH	$1,500.00	6			6	$9,000.00
613-13025	LUMINAIRE (LED) (25,000 LUMENS)	EACH	$1,800.00	9			9	$16,200.00
613-32300	LIGHT STANDARD STEEL (30 FOOT)	EACH	$3,500.00	3			3	$10,500.00
613-40010	LIGHT STANDARD FOUNDATION	EACH	$2,500.00	1			1	$2,500.00
614-00011	SIGN PANEL (CLASS I)	SF	$45.00	196			196	$8,820.00
614-00012	SIGN PANEL (CLASS II)	SF	$50.00	104			104	$5,200.00
614-00014	LIGHTED STREET NAME SIGN (INST ONLY)	EACH	$1,000.00	2			2	$2,000.00
614-00216	STEEL SIGN POST (2x2 INCH TUBING)	LF	$35.00	217			217	$7,595.00
614-01400	STEEL STUB BASE (36 INCH)	LF	$50.00	54			54	$2,700.00
614-70150	PEDESTRIAN SIGNAL FACE (16) (COUNTDOWN)	EACH	$650.00	12			12	$7,800.00
614-70336	TRAFFIC SIGNAL FACE (12-12-12)	EACH	$850.00	20			20	$17,000.00
614-70448	TRAFFIC SIGNAL FACE (12-12-12-12)	EACH	$1,000.00	6			6	$6,000.00
614-72860	PEDESTRIAN PUSH BUTTON	EACH	$520.00	8			8	$4,160.00
614-72863	PEDSETRIAN PUSH BUTTON POST ASSEMBLY	EACH	$1,800.00	4			4	$7,200.00
614-72866	FIRE PREEMPTION UNIT AND TIMER	EACH	$6,000.00	2			2	$12,000.00
614-81135	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-35 FOOT MAST ARM)	EACH	$33,000.00	2			2	$66,000.00
614-81145	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-45 FOOT MAST ARM)	EACH	$34,000.00	2			2	$68,000.00
614-81150	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-50 FOOT MAST ARM)	EACH	$35,000.00	1			1	$35,000.00
614-81170	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-70 FOOT MAST ARM)	EACH	$60,000.00	1			1	$60,000.00
614-84000	TRAFFIC SIGNAL PEDESTAL POLE STEEL	EACH	$3,500.00	4			4	$14,000.00
614-87690	ETHERNET SWITCH	EACH	$8,400.00	2			2	$16,800.00
618-01172	PRESTRESSED CONCRETE I (CBT 72)	LF	$500.00			1,176	1,176	$588,000.00
620-00002	FIELD OFFICE (CLASS 2)	EACH	$35,000.00	1			1	$35,000.00
620-00012	FIELD LABORATORY (CLASS 2)	EACH	$40,000.00	1			1	$40,000.00
620-00020	SANITARY FACILITY	EACH	$2,400.00	2			2	$4,800.00
625-00000	CONSTRUCTION SURVEYING	L S	$190,000.00	1			1	$190,000.00
626-00000	MOBILIZATION	L S	$450,000.00	1			1	$450,000.00
626-01113	PUBLIC INFORMATION MANAGEMENT (TIER III)	DAY	$80.00	275			275	$22,000.00
627-00008	MODIFIED EPOXY PAVEMENT MARKING	GAL	$150.00	59			59	$8,850.00
627-30405	PREFORMED THERMOPLASTIC PAVEMENT MARKING (WORD-SYMBOL)	SF	$25.00	355			355	$8,875.00
627-30407	PREFORMED THERMOPLASTIC PAVEMENT MARKING (WORD-SYMBOL) (SPECIAL)	SF	$25.00	620			620	$15,500.00
627-30410	PREFORMED THERMOPLASTIC PAVEMENT MARKING (XWALK-STOP LINE)	SF	$15.00	1,330			1,330	$19,950.00
630-00000	FLAGGING	HOUR	$40.00	4,000			4,000	$160,000.00

CITY OF AURORA PROJECT NO. 21056
Gartrell Road Bridge Widening
Structure No. E-470-08.90C
AMANDA NO. XXXX
90% LEVEL ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST
PREPARED BY
MULLER ENGINEERING COMPANY, INC.
August 31, 2023

				Roadway	Wall	Bridge	PROJECT TOTALS	
ITEM NUMBER	ITEM	UNIT	UNIT PRICE	QUANTITY	QUANTITY	QUANTITY	TOTAL QUANTITY	COST
630-00003	UNIFORMED TRAFFIC CONTROL	HOUR	$150.00	16			16	$2,400.00
630-00007	TRAFFIC CONTROL INSPECTION	DAY	$350.00	80			80	$28,000.00
630-00012	TRAFFIC CONTROL MANAGEMENT	DAY	$1,400.00	200			200	$280,000.00
630-80001	FLASHING BEACON (PORTABLE)	EACH	$1,000.00	8			8	$8,000.00
630-80336	BARRICADE (TYPE 3 M-B) (TEMPORARY)	EA	$400.00	8			8	$3,200.00
630-80341	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE A)	EA	$60.00	81			81	$4,860.00
630-80342	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE B)	EA	$85.00	65			65	$5,525.00
630-80344	CONSTRUCTION TRAFFIC SIGN (SPECIAL)	SF	$35.00	140			140	$4,900.00
630-80350	VERTICAL PANEL	EA	$40.00	50			50	$2,000.00
630-80355	PORTABLE MESSAGE SIGN PANEL	EA	$8,000.00	4			4	$32,000.00
630-80357	ADVANCE WARNING FLASHING OR SEQUENCING ARROW PANEL (B TYPE)	EA	$1,600.00	4			4	$6,400.00
630-80360	DRUM CHANNELIZING DEVICE	EA	$45.00	100			100	$4,500.00
630-80370	BARRIER (TEMPORARY)	LF	$50.00	3,000			3,000	$150,000.00
630-80380	TRAFFIC CONE	EA	$10.00	100			100	$1,000.00
630-85010	IMPACT ATTENUATOR (TEMPORARY)	EA	$8,000.00	4			4	$32,000.00
630-86801	TRAFFIC SIGNAL (TEMPORARY)	L S	$10,000.00	1			1	$10,000.00
700-70082	F/A FURNISH & INSTALL ELECTRICAL SERVICE	FA	$15,000.00	1			1	$15,000.00
SUBTOTAL OF CONSTRUCTION ITEMS								**$8,780,199**
CONTINGENCY (5%)								**$439,010**
TOTAL OF CONSTRUCTION ITEMS								**$9,219,209**
CE/INDIRECT COSTS (10%)								**$921,921**
TOTAL CONSTRUCTION COST								**$10,141,129**
Cost Excalation for two years at 3.5%								**$10,863,431**
TOTAL CONSTRUCTION COST (ROUNDED)								**$10,870,000**

EXHIBIT C
MAINTENANCE RESPONSIBILITIES



PLOT DATE: 10/29/2024

FILE NAME: X:\AE\EFOURY171006\5-final-dsgn\Gartrell Interchange IGA Graphic\E-470_IGA Maint Gartrell.dgn

ISSUE RECORD											
NO.	BY	PURPOSE	DATE	NO.	BY	PURPOSE	DATE	NO.	BY	PURPOSE	DATE

E470

AS-BUILT

GARTRELL RD & E-470 INTERCHANGE

IGA MAINTENANCE

ISSUED DATE:

STRUCTURE NUMBER:

ORIGINAL E-470 CONTRACT NO.

SHEET NUMBER

300

Study Session
September 8, 2025

IGA between E470 and the City of Aurora for the Construction of the Gartrell Bridge Expansion over E470

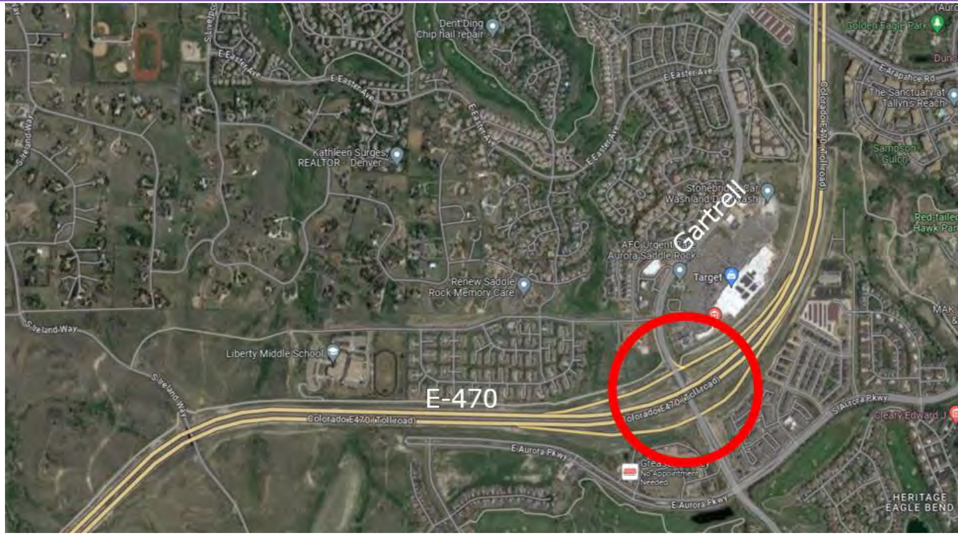
Cathleen Valencia, Transportation Project Delivery Manager, Public Works

Gartrell Bridge Expansion

Project Limits
- Gartrell bridge over E-470

Scope
- Expand existing 2-lane bridge with 5-lane section
- Multimodal improvements
- New traffic signals

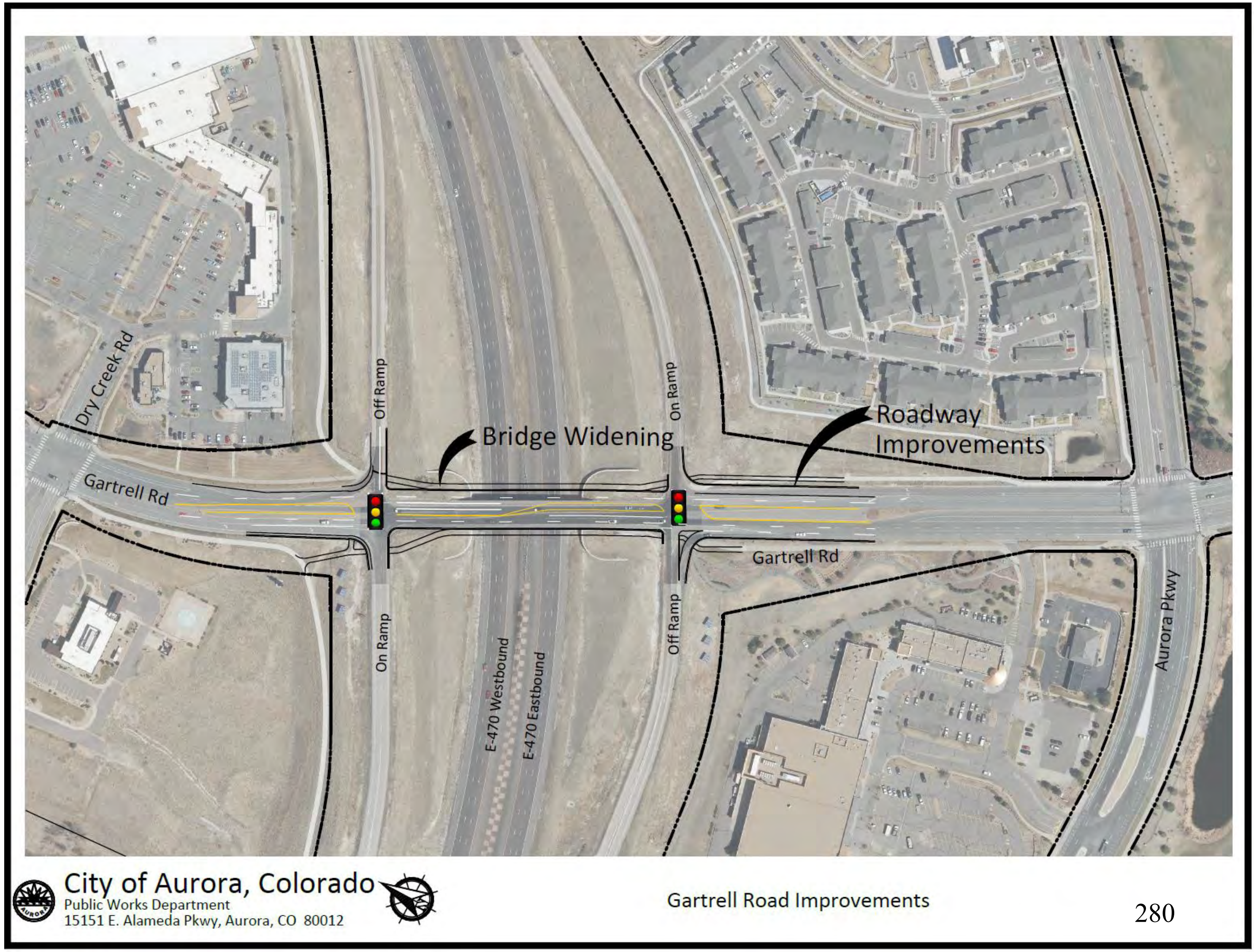
Anticipated Schedule
- Design complete fall 2025
- Construction commence winter 2025

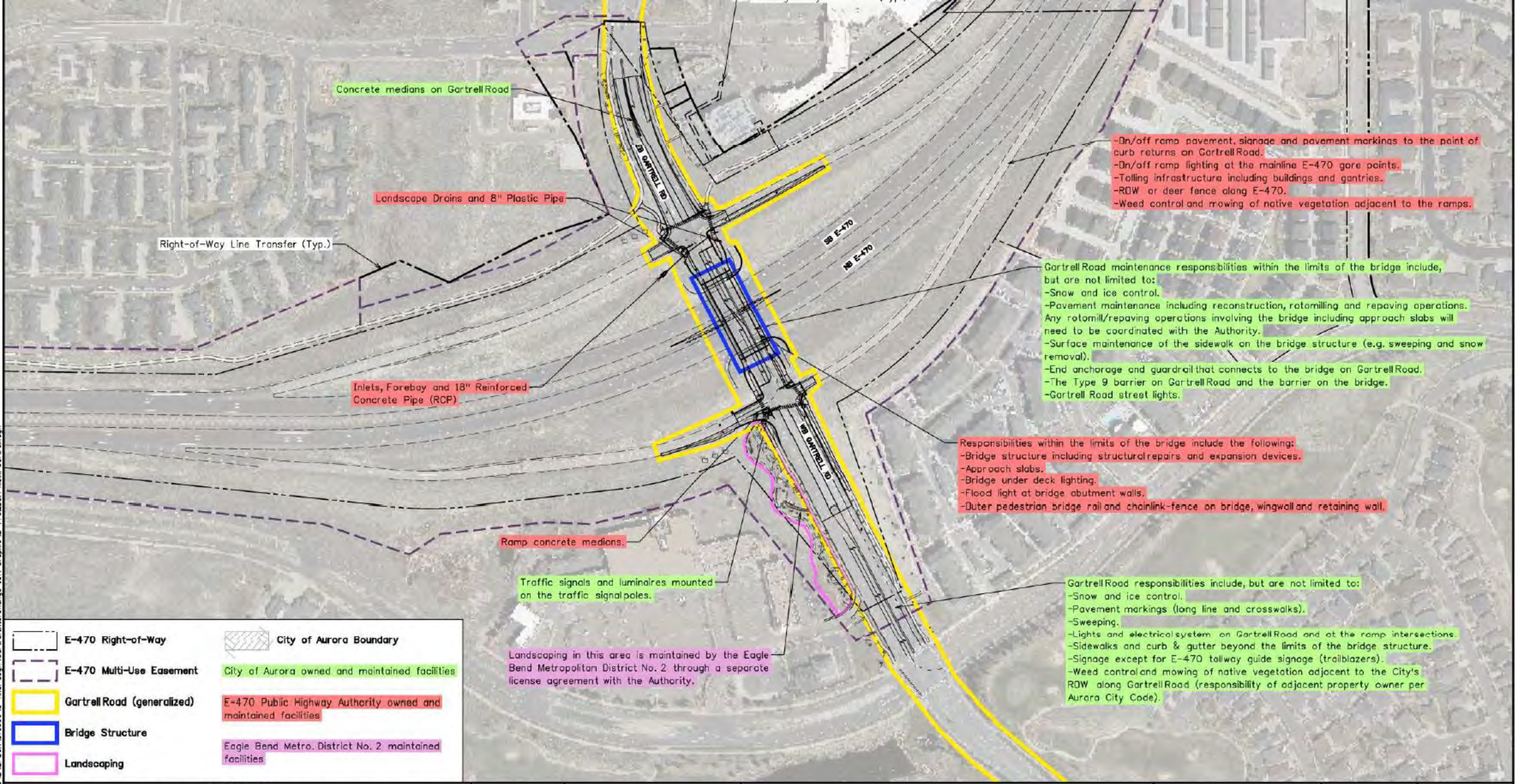


Intergovernmental Agreement

Construction and maintenance of the Gartrell Bridge Expansion

Source	Cost	Percentage
Gartrell Bridge Construction Agreement		
SARIA	$8,640,000	80.0%
E-470	$2,160,000	20.0%
Estimated Project Cost	$10,800,000	100.0%





ISSUE RECORD											
NO.	BY	PURPOSE	DATE	NO.	BY	PURPOSE	DATE	NO.	BY	PURPOSE	DATE

E470

AS-BUILT

GARTRELL RD & E-470 INTERCHANGE

IGA MAINTENANCE

ISSUED DATE:

STRUCTURE NUMBER:

ORIGINAL E-470 CONTRACT NO.

SHEET NUMBER 300

Does Council approve the Resolution and Intergovernmental Agreement between E470 and City of Aurora to move forward to the next available Regular Meeting?

Questions and Discussion

CITY OF AURORA
Council Agenda Commentary

Item Title: Public Invited to be Heard on the 2026 Budget	
Item Initiator: Greg Hays, Budget Officer, Finance	
Staff Source/Legal Source: Greg Hays, Budget Officer, Finance / Hanosky Hernandez, Senior Assistant City Attorney	
Outside Speaker: N/A	
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.	

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 9/22/2025

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

Item requires a Public Hearing: ☒ Yes ☐ No

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

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

Greg Hays, Budget Officer, Finance / Hanosky Hernandez, 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 above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☐ Minutes Attached

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

Twice a year, the City Council holds a hearing so that the public may speak to Council concerning the upcoming budget. This year these will occur in March and September of 2025.

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

This is a public hearing to provide the public one of two formal opportunities to speak directly to the City Council on matters concerning the 2026 budget.

FISCAL IMPACT

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

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

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

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

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

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

QUESTIONS FOR COUNCIL

Information Only

LEGAL COMMENTS

A public hearing on the proposed budget shall be held by the council on a date prior to October 15th. (City Charter Article 11-4). Notice of the time and place of such hearing shall be published one time at least five days prior to the hearing, and copies of the proposed budget shall be made available for use of the public. (Hernandez)

CITY OF AURORA
Council Agenda Commentary

Item Title: Urban Cottages Jewell - Zoning Map Amendment	
Item Initiator: Rachid Rabbaa, Planner III, Planning and Business Development	
Staff Source/Legal Source: Rachid Rabbaa, Planner III / Lena McClelland, Assistant City Attorney	
Outside Speaker: Todd Johnson, Applicant, Urban Cottages LLC / Alan Cunningham, Agent, PCS Group INC	
Council Goal: 2012: 5.6--Continue to plan for high quality neighborhoods with a balanced housing stock	

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 3/10/2025

2nd Regular Meeting (if applicable): 3/24/2025

Item requires a Public Hearing: ☒ Yes ☐ No

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

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

2025-06 A PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FOR A ZONING MAP AMENDMENT TO REZONE APPROXIMATELY 3.91 ACRES OF LAND TO MEDIUM-DENSITY RESIDENTIAL DISTRICT (R-2), LOCATED SOUTH OF THE INTERSECTION OF EAST JEWELL AVENUE AND SOUTH JOLIET STREET (URBAN COTTAGES ON JEWELL REZONE)
Rachid Rabbaa, Planner III, Planning and Business Development / Lena McClelland, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as Proposed at Study Session

☐ Approve Item and Move Forward to Regular Meeting

☒ Approve Item as Proposed at Regular Meeting

☐ Information Only

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Planning and Zoning Commission

Policy Committee Date: 1/8/2025

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

☒ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☒ Minutes Attached

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

The Planning and Zoning Commission held a public hearing to review the Zoning Map Amendment and Site Plan request at a regular meeting held on January 8, 2025. Following staff's presentation, public comments were given at the hearing. The commission voted to make recommendation of approval for the Zoning Map Amendment. The commission voted to table the Site Plan request. A copy of the Planning Commission Meeting Minutes are attached for reference.

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

The applicant, Urban Cottages, LCC, is requesting approval of a Zoning Map Amendment (Rezone) for 3.91 acres from the Rural Residential (R-R) to Medium-Density Residential (R-2) District. The subject property is located south of E. Jewell Avenue, a collector street, approximately 900' east of S. Havana Street. The site is bounded by single-family attached and detached residential development to the north, a park to the east, a large lot rural residential development to the west, and single-family detached residential development and vacant land to the south. The subject property lies within the Established Neighborhood placetype in the Aurora Places Comprehensive Plan and is located in direct proximity to Havana Heights, a low-density single-family neighborhood.

The purpose of the R-2 Medium Density District is to promote and preserve various types of medium density housing with adequate amounts of usable common space and amenities. This district is intended for use close to collector streets and public transit facilities. The surrounding area includes a variety of land uses with commercial on Havana and Ponderosa Elementary school to the east. Residential uses include single family detached, townhome and multifamily all nearby. Based on the approval criteria regarding the consistency with the Comprehensive Plan, purpose statement of the zoning district, scale of the proposal and compatibility with the surrounding area, the proposed Zoning Map Amendment complies with the approval criteria in the City Code.

Neighborhood comments were received during the first review cycle regarding infrastructure, parking, and traffic concerns. Based on the comments and concerns, a neighborhood meeting was held on Tuesday, May 31, 2022. The applicant addressed the concerns raised at the meeting.

FISCAL IMPACT

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

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

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

N/A

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

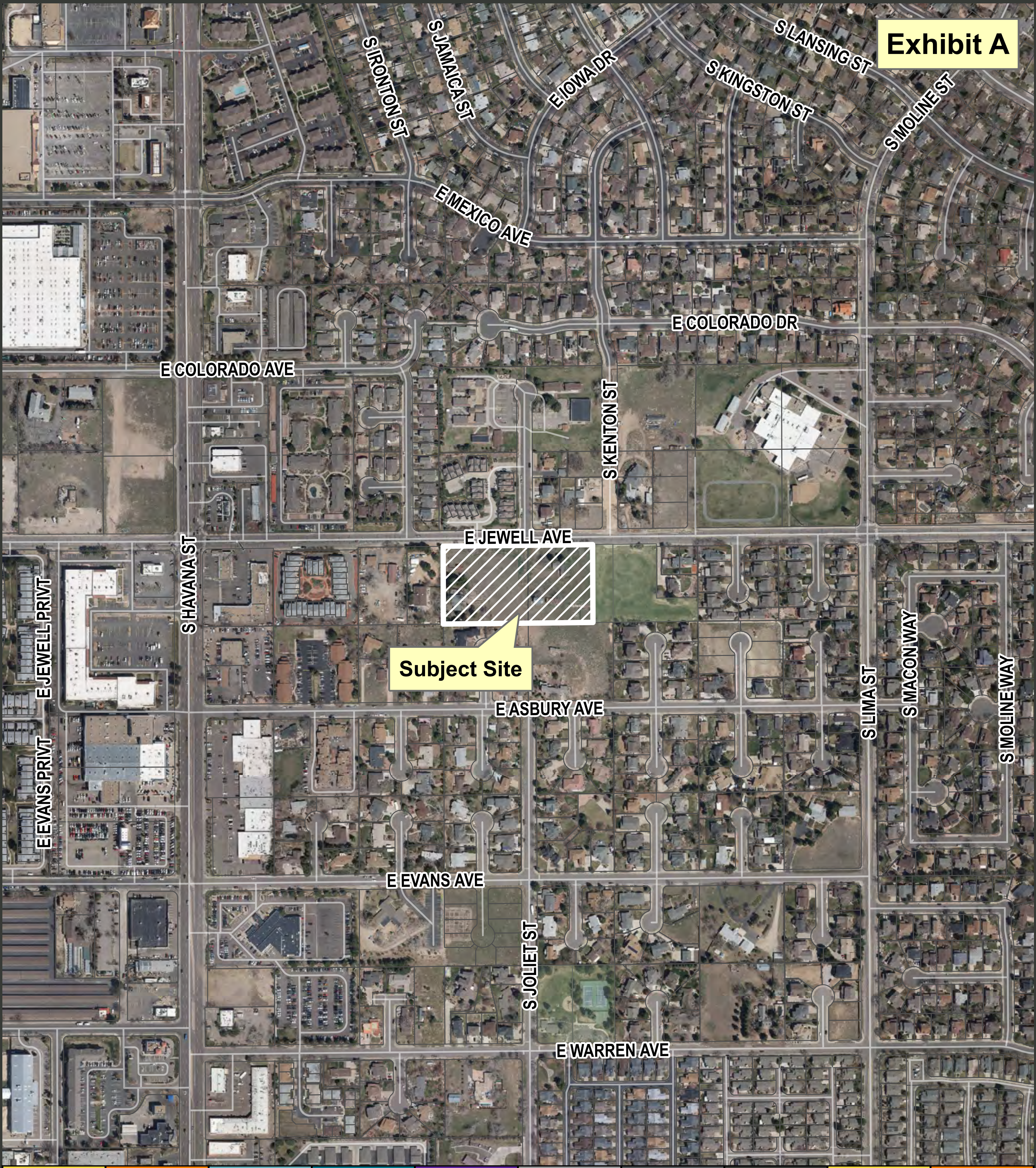
N/A

QUESTIONS FOR COUNCIL

Does the City Council wish to approve the ordinance to rezone 3.91 acres of Rural Residential (R-R) to Medium Density Residential (R-2) for the Urban Cottages Jewell Zoning Map Amendment?

LEGAL COMMENTS

The City Council is the governing body of the City and has the authority to approve the Official Zoning Map and amendments to that map. (UDO §146-5.1.1.B)
The City Council shall conduct a public hearing on the application. (UDO §146-5.4.1.C.2.c)
Changes to the Zoning Map for individual parcels shall only be approved if City Council finds that the change to the Zoning Map is required because of changed conditions or circumstances on the property or the surrounding area and (a) the applicant has demonstrated that the proposed rezoning is consistent with the spirit and intent of the Comprehensive Plan, the other policies and plans adopted by the City Council, and with the purpose statement of the proposed new zone district(s); (b) the applicant has demonstrated that the size, scale, height, density, and multi-modal traffic impacts of the proposed rezoning are compatible with surrounding development or can be made compatible through approval conditions; and (c) the application demonstrates that the change in zoning will not create significant dislocations of tenants or occupants of the property, or that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by approval of the application. (UDO §146-5.4.1.C.3.a.ii) (McClelland)



Planning and Business Development

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

Miles 0 0.04 0.08

City of Aurora, Colorado

Urban Cottages Jewell
Zoning Map Amendment
Site Plan w/ Adjustments

Case Numbers: 1984-2057-02, 2022-4026-00
Development Application: #2309-00

12/12/2024 I:\GIS\ArcGIS_Pro_Projects\Planning\Development Review\Data Services\VicinityMap_Pro\VicinityMap_Pro_Arial.aprx

ZONING MAP AMENDMENT PROPOSAL

LETTER OF JUSTIFICATION

ZONING MAP AMENDMENT PROPOSAL
LETTER OF JUSTIFICATION

The 11000 E. Jewell Ave site sits between S. Havana St and 225 and north of S. Parker Rd. As can be seen on the attached graphics, this site currently falls within a R-R zoning map designation.

In terms of context, the character of the surrounding 11000 E. Jewell project consists mainly of R-1 zoning designated parcels to the east & south, with higher intensity uses to the west and a mix of R-1, R-2 and educational uses to the north. Along the eastern border of the site sits Havana Heights Pond Park and directly north, opposite of the 11000 E. Jewell site is a R-2 parcel designation, with existing town home development of approximately 10 du/ac . In close proximity, as you move west towards S. Havana St., there are some MU-C zoned parcels situated within a short walking distance to the 11000 E. Jewell Ave Site as well as more R-2 and R-3 zoned parcels.

With our Zoning Map Amendment proposal we are requesting to revise the zoning designation on the 11000 E. Jewell Ave property to be rezoned from R-R to R-2. The purpose of the R-2 district is to promote and preserve various types of medium density housing with adequate amounts of usable common space and amenities. Our proposed change in zoning designation to R-2 with the use of Two-Family Dwellings (Duplex), will allow for an increase in the diversity of residential housing types within the context of the surrounding neighborhood, providing a mix of options and price points within this part of Aurora. Additionally, the direct adjacency to Havana Heights Pond Park assures adequate usable open space and amenities for the future residents of this infill development.

The applicant believes that this zoning map amendment request will be beneficial for the city and that it should be approved for several reasons. First, as depicted within Aurora Places, the 11000 E. Jewell site is located within an Established Neighborhood “placetype.” Accordingly, this placetype is predominantly characterized as “residential areas with a variety of unit types including single-family detached, single-family attached, and multifamily.” The 11000 E. Jewell Ave community is being designed as a well-defined and connected neighborhood that provides a paired home unit type to ensure consistency with the current surrounding residential character while also creating a transition in density between the single family detached homes to the south, and the higher density town home development across Jewell Ave.

In addition to the Comprehensive Plan compliance, the requested change to the R-2 zone district is also consistent with many of the zone districts located along Jewell Ave. For instance, in the mile long stretch of E. Jewell Ave between S. Lima St and S Daytona Street, that is bisected by Havana St, and is relevant to this site’s frontage, this is the only site that is currently zoned R-R. In fact, this site is the only property zoned R-R west of I-225 along E. Jewell Ave. Otherwise, the aforementioned stretch of Jewell Ave consists of less than 25 % of the frontage as R-1 zone district, with the remaining frontage consisting of R-2 or higher zone districts, along with a small part of the frontage being attributed to the Ponderosa Elementary School . As such, the requested zoning change on this property is in keeping with the existing development patterns along Jewell. Additionally, the majority of R-R and R-1 zoned property exists to the south and east of this site, much of which is buffered by Havana Heights Pond Park. With respect to the existing R-R zone district and homes to the south, we are addressing the relationship to the south by turning our proposed units sideways to the property, and by incorporating and additional 10’ buffer and new privacy fence along that interface.

Furthermore, as explained in the City of Aurora Housing Strategy study, it has been acknowledged that the City of Aurora is experiencing continual growth and increase in resident population and home prices each year. The 11000 E. Jewell Ave site plan with paired homes will provide more attainable housing options, and diversity of home types within this portion of the City of Aurora. The concept for Urban Cottages is to be attainable by design, meaning the site design approach focuses on creating modestly sized homes on smaller lots. These missing middle design features allow walkable, medium density, infill housing near public transportation and amenities. Missing middle housing caters to households usually overlooked in home design and planning, including seniors, singles, and young families.

Overall, when considering the mixture of the surrounding site character; the Established Neighborhood placetype in the comprehensive plan, and the City of Aurora Housing Strategy study, the Zoning Map Amendment request associated with the 11000 E. Jewell community is warranted and will ultimately benefit the City of Aurora. By providing additional variety of residential uses to support the ultimate housing demand in the area, while at the same time fitting within the general site context of the area, the 11000 E. Jewell community will ensure the creation of a cohesive and beneficial neighborhood on this infill site. In this regard, the proposed site plan for 11000 E. Jewell Ave. will fulfill the City's approval criteria by creating a residential community which will promote diversity and affordable housing for the City of Aurora. The City's approval criteria are included below.

Section 5.4.1.C.3.A - Criteria Approval.
An application for initial zoning, rezoning, and changes to the Zoning Map for individual parcels or small areas shall only be recommended if the Planning Director and the Planning and Zoning Commission finds that the following criteria have been met, and shall only be approved if City Council finds that the following criteria have been met.

i. The change to the Zoning Map is needed to correct an error (change in the character of surrounding areas does not constitute an error in the map); or
As far as we know there has not been an error in the Zoning Map that needs correcting.

ii. The change to the Zoning Map is required because of changed conditions or circumstances on the property or in the surrounding area and:
There have been changes in the surrounding area as this part of the City has continued to evolve and more multi-family developments have occurred. Additionally, circumstances and conditions have changed on the subject property as existing buildings are now sitting vacant and in a state of disrepair.

(a) The applicant has demonstrated that the proposed initial zoning or rezoning is consistent with the spirit and intent of the Comprehensive Plan, with other policies and plans adopted by the City Council, and with the purpose statement of the proposed new zone district(s);
As outlined above, the rezoning of this property from R-R to R-2 is consistent with the spirit and intent of the Comprehensive Plan and the integration within the Established Neighborhoods placetype, as well as the purpose statement of the R-2 zone district. Additionally, it is consistent with several Comprehensive Plan Principles such as: the Housing for All Principle which envisions high-quality housing options that enable people across all socioeconomic levels, cultural practices and stages of life to establish and manage households, and the Easy Mobility and Active Transportation Principle with an easy to use transportation network with multiple choices for travel. In essence, the requested Zoning Map Amendment will allow this site to develop in an infill manner, filling a need within the City of Aurora for housing diversity, and attainability within the missing middle of housing product.

***(b)	The applicant has demonstrated that the size, scale, height, density, and multi-modal traffic impacts of the proposed initial zoning or rezoning are compatible with surrounding development or can be made compatible with surrounding development through approval conditions; and***

As a neighborhood of paired residential homes, the size, scale, height, density and multi-modal traffic impacts are appropriate for an infill development site along a city thoroughfare such as Jewell Ave. The proposed residential product is similar in height to the surrounding residential uses, and given the grade difference between this property and the residential units to the south, there will be very little impact to those existing homes. The size and scale of the homes are smaller than some surrounding residences, but as outlined above, this is geared towards providing much needed housing diversity to a missing segment of the market that is in desperate need of housing options. Providing options such as this often results in increased density, but given the adjacency to E. Jewell Ave and the higher density uses located along it, the applicant believes that this proposed development is a compatible, transitioning use that will fit cohesively into the fabric of the greater neighborhood.

***(c)	The application demonstrates that the change in zoning will not create significant dislocations of tenants or occupants of the property, or that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by approval of the application.***

The change in zoning will not create significant dislocations of occupants of the property, as the buildings are currently sitting vacant and in a state of disrepair. As such, the redevelopment of this site will help progress it towards the goals of the Comprehensive Plan and advance it beyond its' current state.

Contextual Birdseye View of the Site

LEGAL DESCRIPTION
EXHIBIT A
SHEET 1 OF 2

A PARCEL OF LAND LYING SITUATED IN THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, ALSO BEING PLOT FOUR (4) AND A PORTION OF PLOT FIVE (5), MALONE SUBDIVISION, RECORDED IN BOOK 9, PAGE 48, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE BASED UPON THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 26, ASSUMED TO BEAR NORTH 89°20'02" EAST, A DISTANCE OF 2,626.00 FEET, FROM THE NORTHWEST CORNER OF SAID SECTION 26 TO THE NORTH QUARTER CORNER OF SAID SECTION 26;

COMMENCING AT SAID NORTHWEST CORNER OF SECTION 26; THENCE ALONG SAID NORTH LINE OF THE NORTHWEST QUARTER, NORTH 89°20'02" EAST, A DISTANCE OF 984.93 FEET; THENCE SOUTH 00°11'48" EAST, A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF SAID PLOT FOUR (4), ALSO BEING THE POINT OF BEGINNING;

THENCE ALONG THE NORTH LINES OF SAID PLOTS FOUR (4) AND FIVE (5), ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF JEWELL AVENUE, AS RECORDED AT BOOK 9, PAGE 48 OF SAID COUNTY RECORDS, NORTH 89°20'02" EAST, A DISTANCE OF 578.43 FEET TO THE NORTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN BOOK 4583 AT PAGE 506;
THENCE ALONG THE WEST LINE OF SAID PARCEL OF LAND SOUTH 00°14'21" EAST, A DISTANCE OF 300.88 FEET TO THE SOUTH LINE OF SAID PLOT FIVE (5);
THENCE ALONG THE SOUTH LINES OF SAID PLOTS FIVE (5) AND FOUR (4), SOUTH 89°21'07" WEST, A DISTANCE OF 578.65 FEET, TO THE SOUTHWEST CORNER OF SAID PLOT FOUR (4);
THENCE ALONG THE WEST LINE OF SAID PLOT FOUR (4) NORTH 00°11'48" WEST, A DISTANCE OF 300.70 FEET, TO THE POINT OF BEGINNING;

CONTAINING 174,012 SQUARE FEET OR 3.995 ACRES, MORE OR LESS.

ALL LINEAL UNITS ARE REPRESENTED IN U.S. SURVEY FEET.
ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

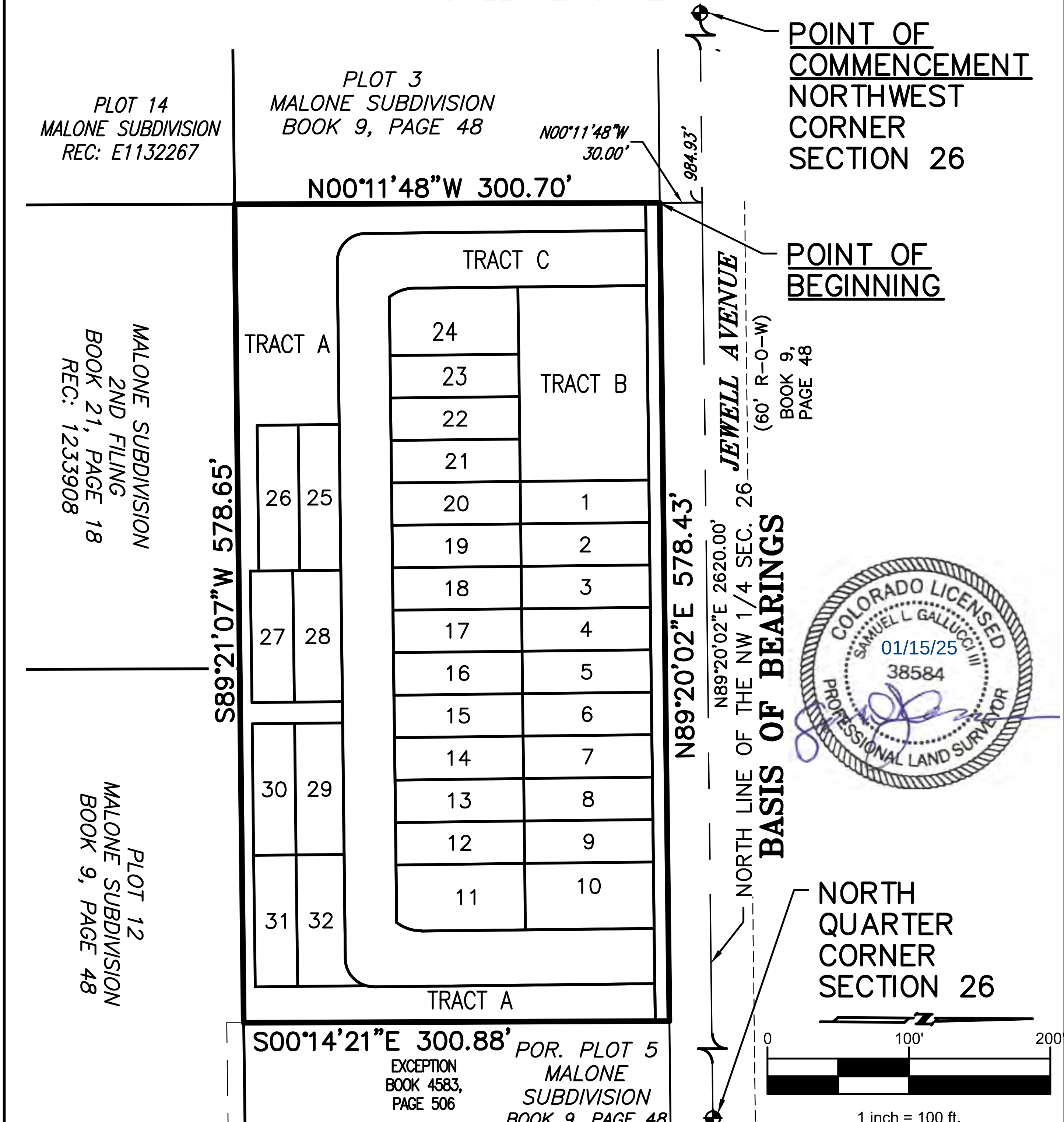
SAMUEL L. GALLUCCI III, PLS 38584
FOR AND ON BEHALF OF
EMK CONSULTANTS, INC.

COLORADO LICENSED
SAMUEL L. GALLUCCI III
01/15/25
38584
PROFESSIONAL LAND SURVEYOR

ILLUSTRATION FOR

EXHIBIT A

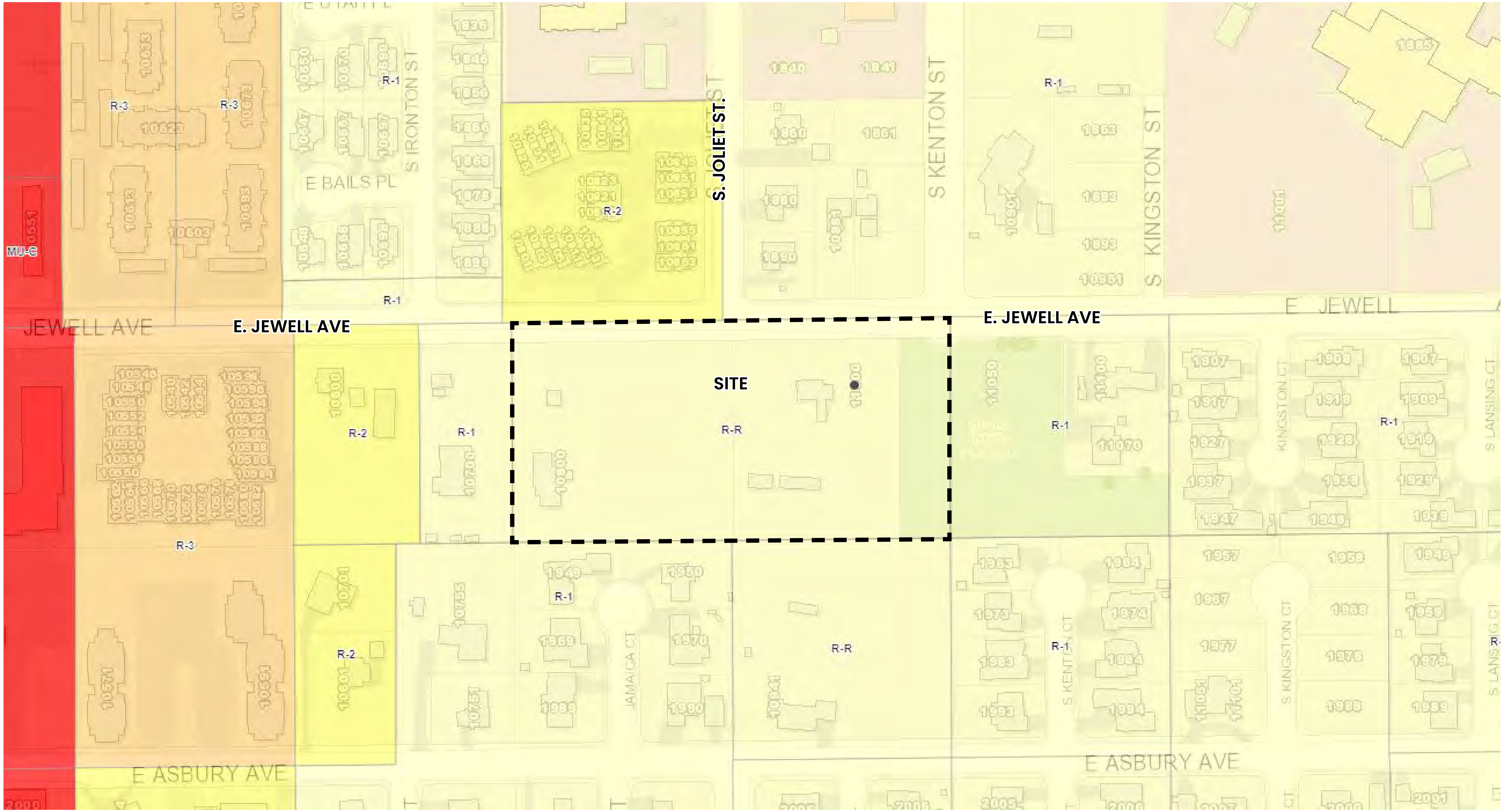
SHEET 2 OF 2



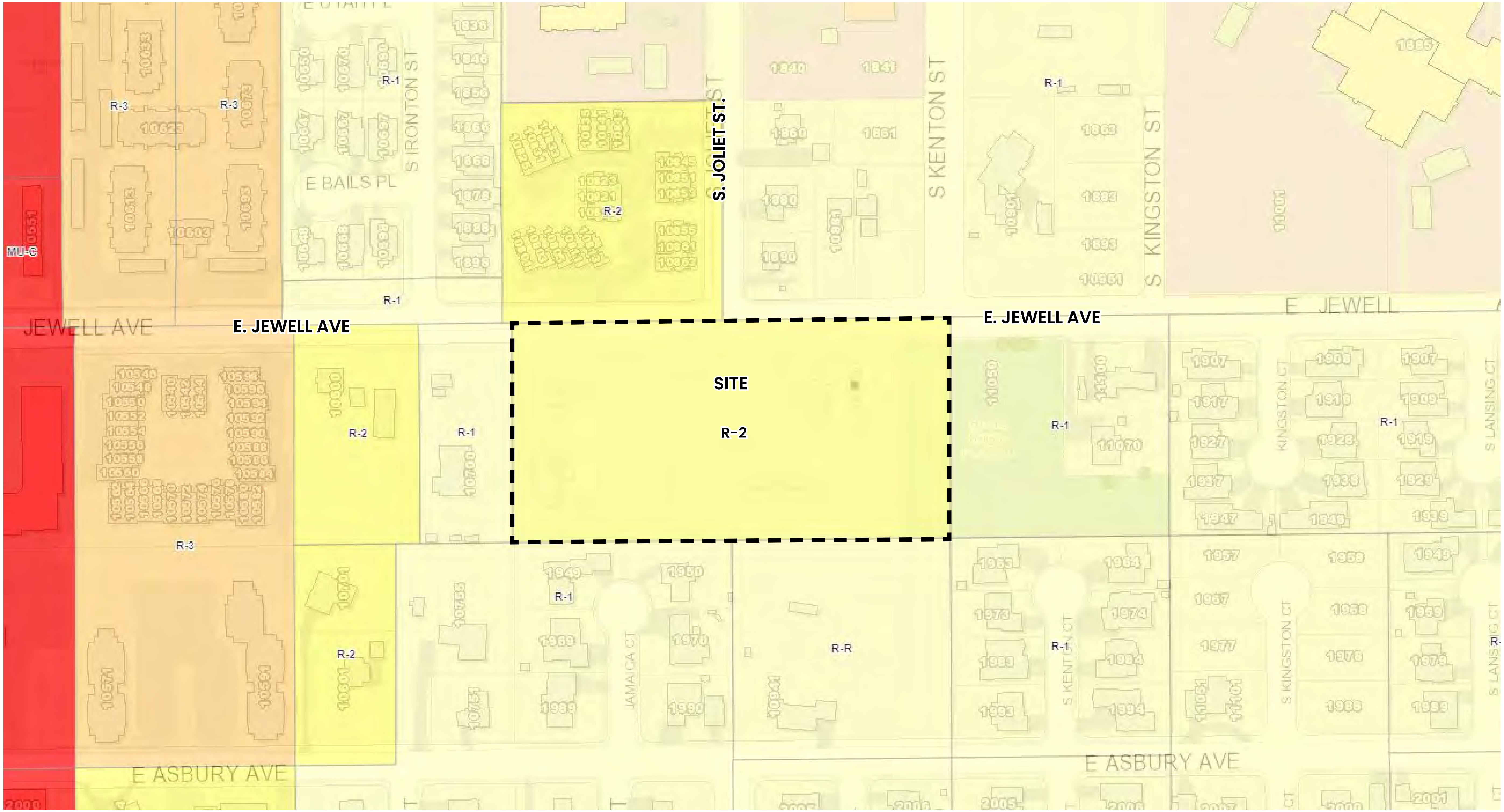
THE ABOVE DESCRIBED PARCEL CONTAINS 174,012 SQUARE FEET (3.995 ACRES), MORE OR LESS

CITY OF AURORA, COLORADO			A PARCEL OF LAND SITUATED IN THE NORTHWEST 1/4 OF SECTION 26, T4S, R67W, 6TH P.M. CITY OF AURORA, ARAPAHOE COUNTY, COLORADO
DRAWN BY SLG3	SCALE 1"=100'	R.O.W. FILE NO.	
CHECKED BY JTH	DATE 01/15/25	JOB NO. 13298	

ZONING MAP: EXISTING R-R ZONE DISTRICT



ZONING MAP: PROPOSED R-2 ZONE DISTRICT



11000 E. JEWELL AVE AURORA, COLORADO
ZONING MAP | 08/08/2022 | NOT TO SCALE

pcs group

EXHIBIT D - CONCEPTUAL SITE PLAN

Conceptual Site Plan:

- Site Area: 3.91 AC
- 32 Paired Home Units
- Alley Loaded Product Placing Front Architecture along Jewell Ave.
- Buffering of Adjacent Properties with Setbacks, Landscape and Side Orientation.
- 72 Parking Spaces
  - 64 Residential
  - 12 Parallel

8gh. URBAN COTTAGES – ZONING MAP AMENDMENT AND SITE PLAN WITH ADJUSTMENTS

The applicant, Urban Cottages, LCC, is requesting a recommendation of approval of a Zoning Map Amendment (Rezone) for 3.91 acres from the Rural Residential (R-R) to Medium-Density Residential (R-2) District; and is requesting approval of a Site Plan with 16 two-family duplexes (24 units) and green courts (eight units). The subject property is located south of the intersection of E. Jewell Avenue and S. Joliet Street, approximately 900' east of S. Havana Street. The site is bounded by single-family attached and detached residential development to the north, a park and pond to the east, a large lot rural residential development to the west, and single-family detached residential development and vacant land to the south. The subject property lies within the Established Neighborhood placetype in the *Aurora Places Comprehensive Plan* and five (5) adjustments are requested with the application.

As mentioned, the proposed Site Plan includes two-family duplexes and green courts. An internal private street, E. Jewell Place, loops through the development providing access for the duplexes and green courts. Five (5) alley-served duplexes (10 units) will have direct pedestrian access to E. Jewell Avenue. The remaining seven alley-served duplexes (14 units) will have direct access to E. Jewell Place as a private internal street. E. Jewell Place incorporates an attached sidewalk along the west and east sides. The southern and northern perimeter include a detached sidewalk with a tree lawn and street trees. The end green court units will have direct pedestrian access to the attached sidewalk along E. Jewell Place. Vehicular access to the units is provided via Alley 2 and Alley 3. The green courts face and open to a 25'- special landscape buffer on the east end and a robust tract of on-site open space to the west. Also, on-site detention is provided.

The proposed architectural design of the duplexes strives to be consistent with the surrounding neighborhood by reflecting the building massing, articulation, and varied materials that characterize the existing single-family homes in the area.

The Site Plan proposal includes five (5) adjustment requests regarding lot area. Of the five adjustments requested, two (2) concern green courts, one (1) landscape, and (1) setback. Staff support the adjustment requests as proposed.

Twenty-one (21) registered neighborhood organizations and seventeen (17) adjacent property owners were notified of the Site Plan application. Neighborhood comments were received as part of the first review regarding infrastructure, parking, and traffic concerns; and a neighborhood meeting was held on Tuesday, May 31, 2022. The applicant addressed the concerns raised at the meeting.

Testimony Given at the Hearing:
Rachid Rabbaa, Case Manager, gave a presentation on the item, including the staff recommendation.

Commissioner Jetchick asked staff to confirm that five adjustments were requested by the applicant.

R Rabba, case manager, confirmed this understanding was correct.

Todd Johnson, Urban Cottages, 4601 DTC Boulevard Ste 525, Denver, CO 80237, applicant, gave a presentation on the item. T Johnson reviewed the intent of the intent of the proposal, to provide what they feel is a good fit for urban infill projects

Alan Cunningham, PCS Group, Inc. 200 Kalamath Street, Denver, CO 80223, agent representing the applicant, gave a presentation on the item. A Cunningham argued that the rezoning request is in keeping with the surrounding zone districts and neighborhood character. A Cunningham stressed it is also necessary to move forward with the site plan with adjustments proposed. Proposed is to develop 32 paired home units, 16 buildings total. Design, landscaping and parking information was reviewed.

Eric Pearson, CAGE Engineering, 8475 Oak Way, Arvada, CO 80005, agent representing the applicant, was available for questions.

Orly Babakhanov, 1918 S Kingston Cir, Aurora, CO 80014, citizen, gave public comment on the item. O Babakhanov spoke in opposition to the proposal stating concerns for overcrowding, safety neighborhood fit and noticing completed.

Gary Pettersen, 11070 E Jewell Avenue, Aurora, CO 80012, 720-388-5496 citizen, gave public comment on the item. G Petterson questioned the applicability of the rezoning request for this community. Concerns were raised regarding the limited information offered on the pricing of the proposed units and the time delay of the noticing for the project from the initial referral. G Petterson urged the commission to deny the project for these reasons.

Sue Miranda, 10941 E Asbury Avenue, Aurora, CO 80014, 319-621-0543 citizen, gave public comment on the item. S Miranda spoke in opposition to the proposal and stressed that the negative impact it would have on Havana Heights.

Fred Cottingham, 19526 E Basset Drive, Aurora, CO 80018, citizen, gave public comment on the item. F Cottingham noted residing the area of the proposal for 50 years. F Cottingham stated that the rezoning request goes against the original plan of zoning for Havana Heights. Concerns were voiced regarding the potential negative impacts of the rezoning and the site plan with adjustments requested. These concerns included overcrowding, traffic, and inadequate buffer from adjacent properties

Arnie Schultz, Village East Neighborhood Association, 1137 S Oakland Street, Aurora, CO 80012, 720-281-2880 citizen, submitted a speaker slip but did not provide public comment when called upon to speak. Several attempts were made to allow the citizen to provide comment.

Shayna Shabatura, 1950 S Jamaica Court, Aurora, CO 80014, 651-334-3816 citizen, gave public comment on the item. S Shabatura voice interest in the commission tabling the project to allow the applicant to conduct additional studies and provide data to interested parties. S Shabatura stressed concerns amongst residents that the applicant did not adequately address the impacts of the rezoning and compatibility with surrounding development. It was noted that residents have not been informed whether the proposed units will be for low income or affordable housing. S Shabatura opposed the project for these reasons but also due to drainage and design concerns.

Kyle Weber, 1950 S Jamaica Court, Aurora, CO 80014, citizen, gave public comment on the item. K Weber stressed that neighboring developments were constructed without the number of adjustments requested by this applicant. K Weber stressed the proposal was not a good fit for the area. Concerns were raised about wildlife impacts.

Gary Ravdel, 10744 E Colorado Ave, Aurora, CO 80012, citizen, gave public comment on the item. G Ravdel opposed the project due to concerns that it will significantly change the neighborhood, in a negative way.

Darryl Goodwin 10821 E Jewel, Aurora, CO 80012 citizen, gave public comment on the item. D Goodwin spoke about traffic congestion that may be caused by the development. D Goodwin opposed the project.

Alina Katanov, 1927 S Kingston Court, Aurora, CO 80014, citizen, gave public comment on the item agreed with previous concerns raised on traffic impacts due to the proposal. Safety issues for students of the adjacent Ponderosa Elementary school while walking to school were voiced. A Katanov expressed doubts that adequate noticing took place.

Alex Katanov, 1927 S Kingston Court, Aurora, CO 80014, gave public comment on the item. A Katanov noted that there are already existing traffic and safety concerns due to speeding vehicles in the area where this project is planned to be built. Collaboration with Aurora Police Departments is being made. A Katanov stressed that this project will only make matters worse.

Aharon Molokondo, 1917 S Kingston Court, Aurora, CO 80014, citizen, agreed with comments made by his neighbors. A Molokondo indicated there are concerns that the children who attend the adjacent school will not be safe due to traffic issues exacerbated by the development.

Sunny Malachi, 1947 S Kingston Court, Aurora, CO, 80014, citizen, stated that this project does not fit the neighborhood.

Alan Cunningham, PCS Group, responded to citizen commentary. A Cunningham indicated that, coordinating with city staff, it was determined that due to the number of units proposed traffic impacts were too low for the city to require a full traffic impact study. A Cunningham stressed that traffic numbers are expected to be low. A Cunningham then addressed concerns regarding the type of housing being proposed by noting it will be market rate. Information was provided on the compatibility of the rezone with surrounding zone districts and uses.

Todd Johnson, Urban Cottages, acknowledged that this project has been in the making for some time. T Johnson stated that a neighborhood meeting was conducted, and staff has been worked closely with to address any concerns. T Johnson also spoke about drainage plans, setbacks, and proposed detached sidewalks. T Johnson stated that a traffic study was conducted, though not required. It was stressed there are low traffic impacts projected.

Arthur Simonov, 11040 E Colorado Drive, Aurora, CO 80012, citizen, asked confirmation if a traffic report was completed.

Chair Walls indicated that the citizens' question has already been addressed by the applicant.

A Simonov stated concerns due to impacts of traffic for the community and existing safety issues.

Commissioner Hogan asked staff when the last time noticing for the project was completed.

Rachid Rabbaa stated that notices were mailed to abutting property owners and neighborhood groups in December and a Public Hearing notice was posted on the site.

Chair Walls closed public comment.

Chairman Walls indicated support for postponing the project to allow the applicant to complete additional neighborhood meetings.

Commissions Gayle and Banka agreed with Chairman Walls.

Commissioner Hogan expressed support for the rezoning but not the site plan due to the number of adjustments requested and the density of the proposed housing.

Commissioner Bush agreed with Commissioner Hogan and stated that postponing may not be the answer as this may not have a significant impact on the neighbors.

Chairman Walls also agreed with general support for the rezoning but not the site plan due to the adjustments and issues noted in public comment, noting support for postponing that decision for a future meeting. Chairman Walls also expressed concerns regarding the traffic.

Planning Commission Results

AGENDA ITEM 8g – ZONING MAP AMENDMENT TO REZONE FROM RURAL RESIDENTIAL TO MEDIUM-DENSITY RESIDENTIAL

A MOTION WAS MADE BY COMMISSIONER JETCHICK AND SECONDED BY COMMISSIONER HOGAN.

MOVE TO RECOMMENDATION OF APPROVAL TO THE CITY COUNCIL OF THE ZONING MAP AMENDMENT FROM RURAL RESIDENTIAL (R-R) TO MEDIUM-DENSITY (R-2) DISTRICT BECAUSE THE PROPOSAL COMPLIES WITH THE CRITERIA IN CODE SECTION 146-5.4.1.C.3 OF THE UNIFIED DEVELOPMENT ORDINANCE FOR THE FOLLOWING REASONS:

1. THE PROPOSED ZONING MAP AMENDMENT IS REQUESTED TO ADDRESS HOUSING TREND CHANGES IN THE SURROUNDING AREA AND CITY-WIDE, WHICH INCLUDE THE INCREASING NEED FOR AFFORDABLE HOUSING OPTIONS AND HOUSING AVAILABILITY NOT MEETING GROWTH DEMAND;
2. THE CITY OF AURORA HOUSING PLAN IDENTIFIES THESE TRENDS AND RECOMMENDS SUPPORTING MIXED-INCOME NEIGHBORHOODS THAT OFFER A VARIETY OF HOUSING OPTIONS AND BREAKING BARRIERS TO HOME OWNERSHIP, ESPECIALLY FOR LOW-INCOME HOUSEHOLDS;
3. THE APPLICATION IS CONSISTENT WITH THE SPIRIT AND INTENT OF THE AURORA PLACES PLAN BECAUSE IT IS CONSISTENT WITH THE “ESTABLISHED NEIGHBORHOOD PLACETYPE”.
4. THE APPLICANT HAS DEMONSTRATED THAT THE PROPOSED SIZE, SCALE, HEIGHT, DENSITY, AND MULTI-MODAL TRAFFIC IMPACTS OF THIS PROPOSAL ARE COMPATIBLE WITH THE SURROUNDING DEVELOPMENT BY PROVIDING A SITE PLAN AND TRAFFIC ANALYSIS ILLUSTRATING DUPLEX DWELLING UNITS IN THE SAME SIZE, SCALE, HEIGHT, AND MULTI-MODAL TRAFFIC IMPACTS OF THE SURROUNDING DEVELOPMENT; AND,
5. THIS REZONING APPLICATION WILL NOT DISLOCATE TENANTS OR OCCUPANTS OF THE PROPERTY.

Further Discussion:

Chair Walls voiced concerns regarding the proposal and suggested postponing the decision to allow the applicant to respond to public concerns, noting that the applicant conducted the last neighborhood meeting some time ago. Chair Walls also indicated concerns regarding the number of adjustments requested for item 8h.

Commissioner Jetchick stated, that though she made a motion on item 8g, she was inclined to deny. Commissioner Jetchick agreed with Chair Walls comments on 8g and 8h.

Commissioner Banka also agreed that the decision should be postponed to allow additional neighborhood meetings.

Commissioner Hogan stated comfort with the rezoning application, 8g, but not the site plan, 8h, due to the number of adjustments requested. Commissioner Hogan stated that more communication on the plan would help the applicant and the neighbors.

Commissioner Bush agreed with Commissioner Hogan. Commissioner Bush then noted that postponing may not yield different comments from the neighbors regarding 8h. The preferred approach for Commissioner Bush would be to deny 8h.

Chair Walls voiced agreement with the comments provided by Commissioners Hogan and Bush's recommendation of approval for 8g for the Zoning Map Amendment but not approval of the 8h Site Plan with Adjustments. Chair Walls reiterated that additional work on the site plan may be needed, with public collaboration. Chair Walls stated that development in this area would be an asset but traffic issues due to the neighboring school would need to be considered. Chair Walls indicated an inclination to move forward with a vote on 8g and tabling 8h for a future undetermined date.

COMMISSIONER JETCHICK DENIED

MOTION APPROVED

AGENDA ITEM 8h – SITE PLAN WITH ADJUSTMENTS

A MOTION WAS MADE BY COMMISSIONER BUSH AND SECONDED BY COMMISSIONER BANKA.

MOVE TO DENY AGENDA ITEM 8h FOR THE REASONS TO BE STATE FOLLOWING A MOTION TO SECOND IF THAT MOTION IS SECONDED.

COMMISSIONER BANKA SECONDED

Commissioner Hogan asked if there would be an option to postpone the decision to a certain date rather than deny it.

Chair Walls stated that those would be options that would in order. Chair Walls stated that two options would be to postpone until a date certain or lay on the table which does not require a specific date but would require a motion to remove it from the table in the future.

Lena McClelland, City Attorney, stated that if the desire to postpone the decision to a date certain there is a presidential motion on the floor. The commission would need to have that motion withdrawn or vote on that motion, and if it fails, vote on a new motion if the commission would like to move forward with postponement.

Chair Walls asked for clarification that a motion to postpone to a certain day can apply to a main motion.

L. McClelland stated this would be applicable.

COMMISSIONER BUSH WITHDREW THE MOTION ON AGENDA ITEM 8h, COMMISSIONER BANKA CONCEDED TO WITHDRAWING THE MOTION.

Chair Walls entertained a motion to postpone the agenda item to a date certain or to table it to a date uncertain.

L. McClelland reminded the commission that a motion to table the decision will require a motion to remove it from the table at a future undetermined date. L. McClelland advised postponing it to a certain date but deferred to the commission to decide.

Commissioner Banka stated one of the concerns is the number of units in the space. Commissioner Banka stated that time will be needed for the applicant to address the issues therefore it may be difficult to determine a future date to consider the item.

Chair Walls commented that the commission can work with staff to determine when the applicant has addressed issues of concern. At that time, a decision to remove the item from the table can be placed on the agenda for a commission meeting.

L. McClelland concurred that this procedure would be acceptable.

CHAIR WALLS MOVED TO LAY AGENDA ITEM 8h ON THE TABLE TO BE RECONSIDERED AT A LATER DATE AND COMMISSIONER HOGAN SECONDED.

Further Discussion:

There was no further discussion

MOTION APPROVED UNANIMOUSLY TO TABLE AGENDA ITEM 8h

Urban Cottages Jewell – Zoning Map Amendment

Project No: DA-2309-00

Public Hearing

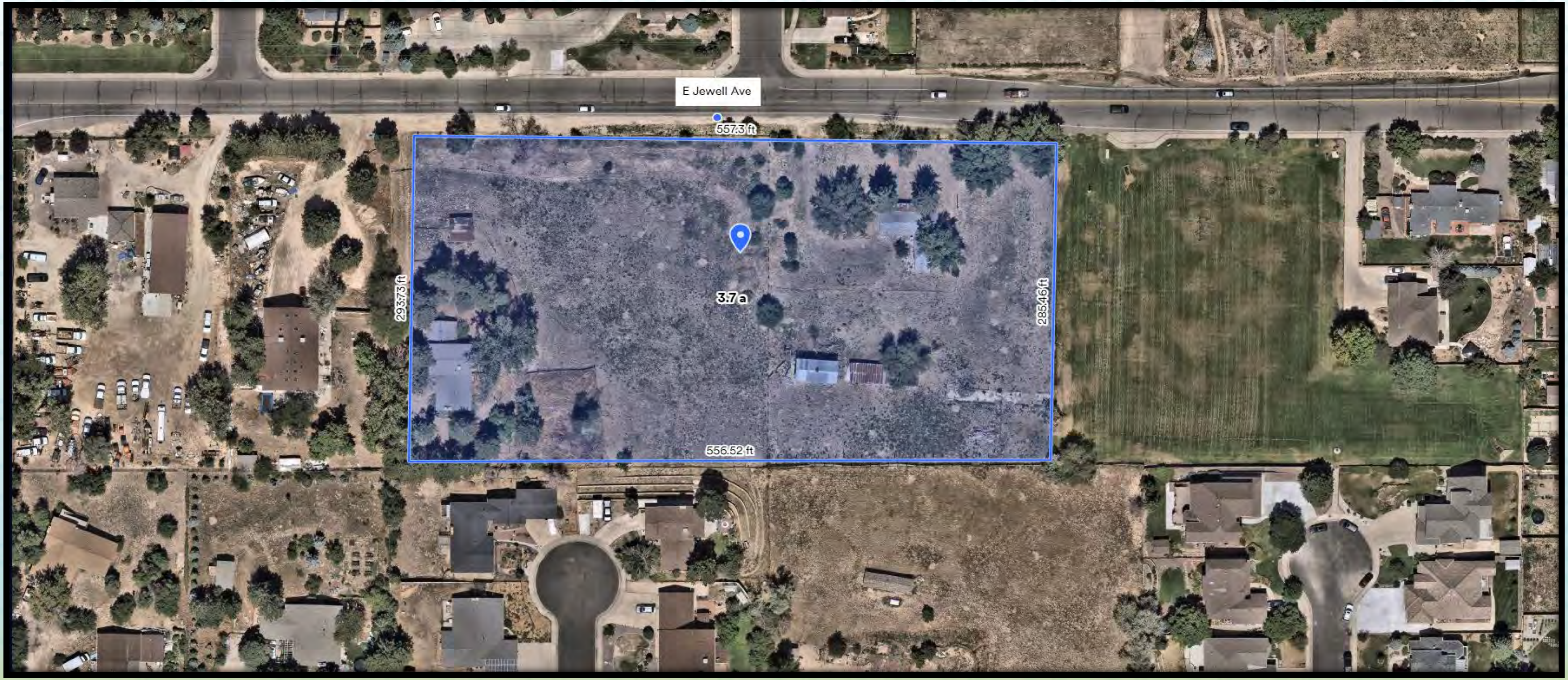
Aurora City Council

January 27, 2025

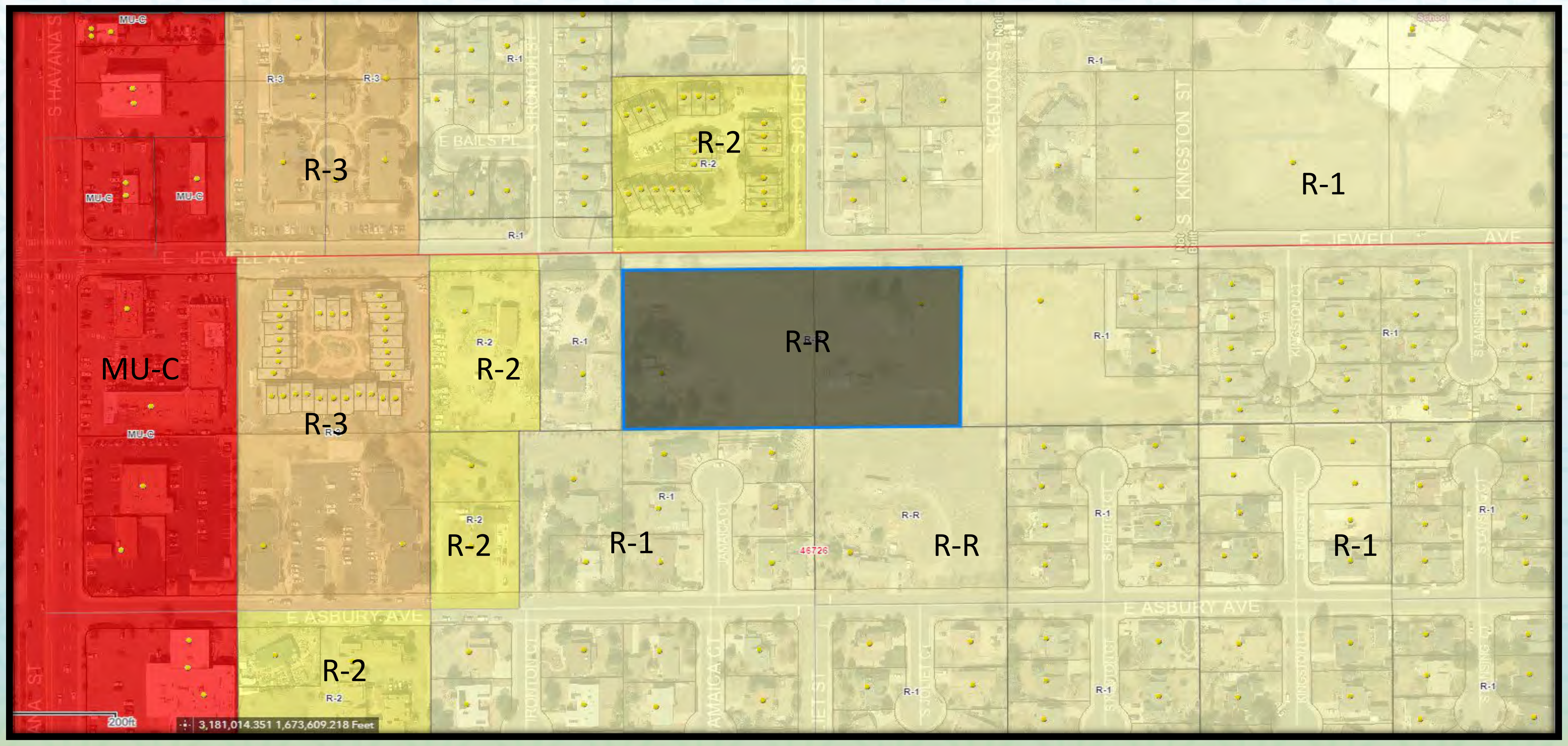
APPLICATION

- **Request:** Zoning Map Amendment from RR- to R-2
- **Location:** The subject property is located south of the intersection of E Jewell Avenue and S Joliet Street approximately 900’ east of S Havana Street
- **Applicant:** Urban Cottages, LLC. (Todd Johnson)
- **Agent:** PCS Group, INC. (Liam Hogan)
- **Current Zoning:** R-R (Rural Residential) District
- **Proposed Zoning**: R-2 (Medium Density Residential) District
- **Placetype:** Established Neighborhood

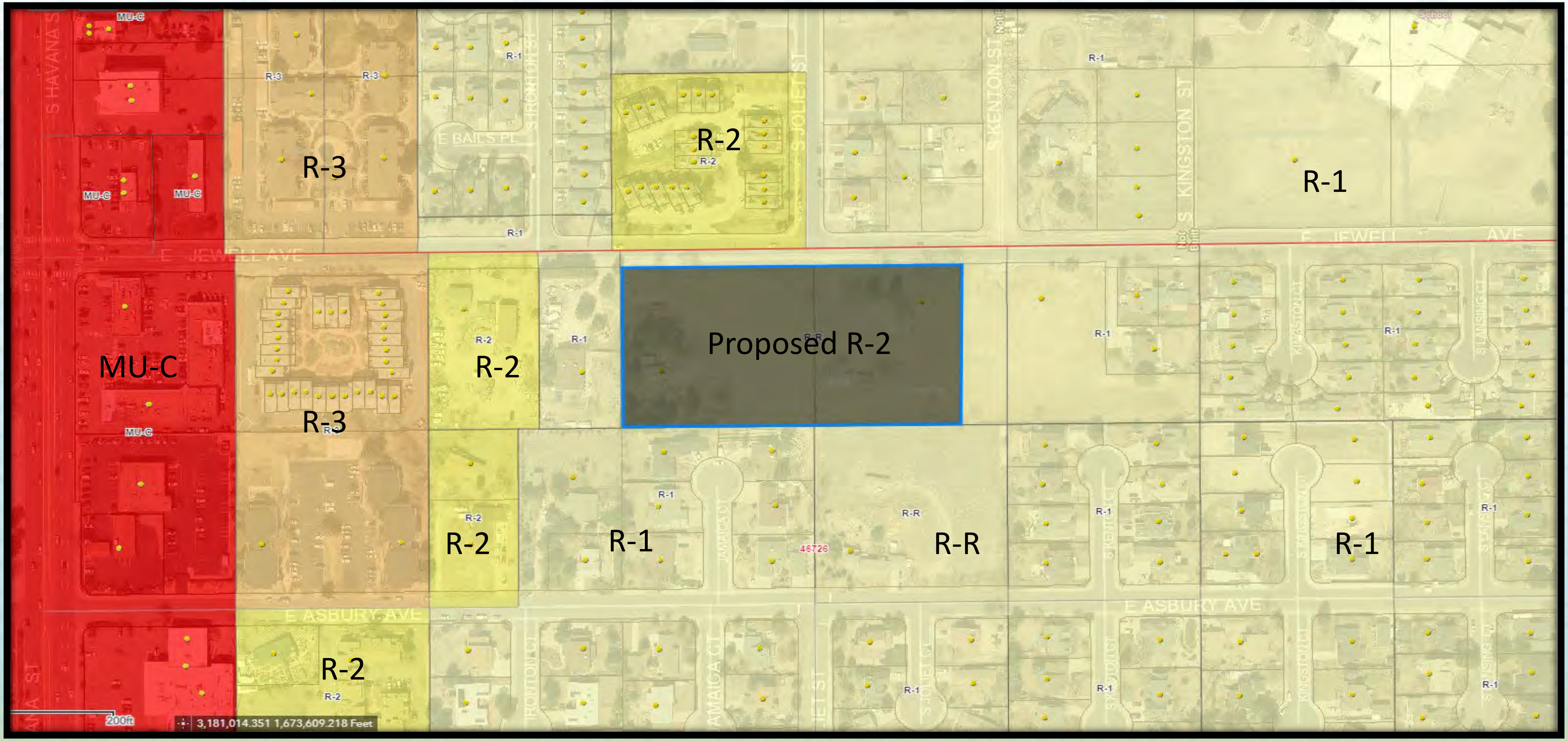
AERIAL MAP



ZONING MAP AMENDMENT (Existing Zoning)



ZONING MAP AMENDMENT (Proposed Zoning)



PLACETYPE MAP

ZONING MAP AMENDMENT APPROVAL CRITERIA

Per Section 146-5.4.1.C.3, an application for changes to the Zoning Map shall only be recommended for approval to City Council if the Planning and Zoning Commission finds that the following criteria have been met and shall only be approved if City Council finds that the following criteria have been met:

1)The change to the Zoning Map is needed to correct an error; or

2)The change to the Zoning Map is required because of changed conditions or circumstances on the property or in the surrounding area and:

- *The applicant has demonstrated that the change in zoning is consistent with the spirit and intent of the Comprehensive Plan, with other policies and plans adopted by the City Council, and with the purpose statement of the proposed new zone district(s);*
- *The applicant has demonstrated that the size, scale, height, density, and multi-modal traffic impacts of the change in zoning are compatible with surrounding development or can be made compatible with surrounding development through approval conditions; and,*
- *The applicant demonstrates that the change in zoning will not create significant dislocations of tenants or occupants of the property, or that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by approval of the application.*

ORDINANCE NO. 2025- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FOR A ZONING MAP AMENDMENT TO REZONE APPROXIMATELY 3.91 ACRES OF LAND TO MEDIUM-DENSITY RESIDENTIAL DISTRICT (R-2), LOCATED SOUTH OF THE INTERSECTION OF EAST JEWELL AVENUE AND SOUTH JOLIET STREET (URBAN COTTAGES ON JEWELL REZONE)

WHEREAS, the applicant has requested that approximately 3.91 acres of land located south of the intersection of East Jewell Avenue and South Joliet Street, County of Arapahoe, State of Colorado (the "Property"), be rezoned from Rural Residential District (R-R) to Medium-Density Residential District (R-2); and

WHEREAS, Section 146-5.4.1.C.3 of the Uniform Development Ordinance provides that all applications for the rezoning of property within the City of Aurora, Colorado (the "City"), shall be presented for a public hearing, both to the Planning and Zoning Commission, who shall render a recommendation to City Council, and to City Council for final decision; and

WHEREAS, on January 8, 2025, following a public hearing, the Planning and Zoning Commission voted to recommend the rezoning of the Property.

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

Section 1. Based on the evidence presented at tonight's public hearing, City Council finds and determines that: the rezoning is consistent with the spirit and intent of the Comprehensive Plan, is compatible with surrounding development, and would not result in a significant dislocation of tenants or occupants of the Property.

Section 2. The Property, as more particularly described in "Exhibit A" attached hereto and incorporated herein, is zoned Medium-Density Residential District (R-2) and the zoning map is hereby amended in accordance with said zoning.

Section 3. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 4. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of ____________, 2025.

PASSED AND ORDERED PUBLISHED this ______ day of ____________, 2025.

____
MIKE COFFMAN, Mayor

ATTEST:

____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM BY CITY ATTORNEY PETE SCHULTE:

BY: Lena McClelland RLA
LENA MCCLELLAND, Assistant City Attorney

LEGAL DESCRIPTION
EXHIBIT A

A PARCEL OF LAND LYING SITUATED IN THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 4 SOUTH, RANGE 67 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, ALSO BEING PLOT FOUR (4) AND A PORTION OF PLOT FIVE (5), MALONE SUBDIVISION, RECORDED IN BOOK 9, PAGE 48, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE BASED UPON THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 26, ASSUMED TO BEAR NORTH 89°20'02" EAST, A DISTANCE OF 2,626.00 FEET, FROM THE NORTHWEST CORNER OF SAID SECTION 26 TO THE NORTH QUARTER CORNER OF SAID SECTION 26;

COMMENCING AT SAID NORTHWEST CORNER OF SECTION 26; THENCE ALONG SAID NORTH LINE OF THE NORTHWEST QUARTER, NORTH 89°20'02" EAST, A DISTANCE OF 984.93 FEET; THENCE SOUTH 00°11'48" EAST, A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF SAID PLOT FOUR (4), ALSO BEING THE POINT OF BEGINNING;

THENCE ALONG THE NORTH LINES OF SAID PLOTS FOUR (4) AND FIVE (5), ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF JEWELL AVENUE, AS RECORDED AT BOOK 9, PAGE 48 OF SAID COUNTY RECORDS, NORTH 89°20'02" EAST, A DISTANCE OF 578.43 FEET TO THE NORTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN BOOK 4583 AT PAGE 506;
THENCE ALONG THE WEST LINE OF SAID PARCEL OF LAND SOUTH 00°14'21" EAST, A DISTANCE OF 300.88 FEET TO THE SOUTH LINE OF SAID PLOT FIVE (5);
THENCE ALONG THE SOUTH LINES OF SAID PLOTS FIVE (5) AND FOUR (4), SOUTH 89°21'07" WEST, A DISTANCE OF 578.65 FEET, TO THE SOUTHWEST CORNER OF SAID PLOT FOUR (4);
THENCE ALONG THE WEST LINE OF SAID PLOT FOUR (4) NORTH 00°11'48" WEST, A DISTANCE OF 300.70 FEET, TO THE POINT OF BEGINNING;

CONTAINING 174,012 SQUARE FEET OR 3.995 ACRES, MORE OR LESS.

ALL LINEAL UNITS ARE REPRESENTED IN U.S. SURVEY FEET.
ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

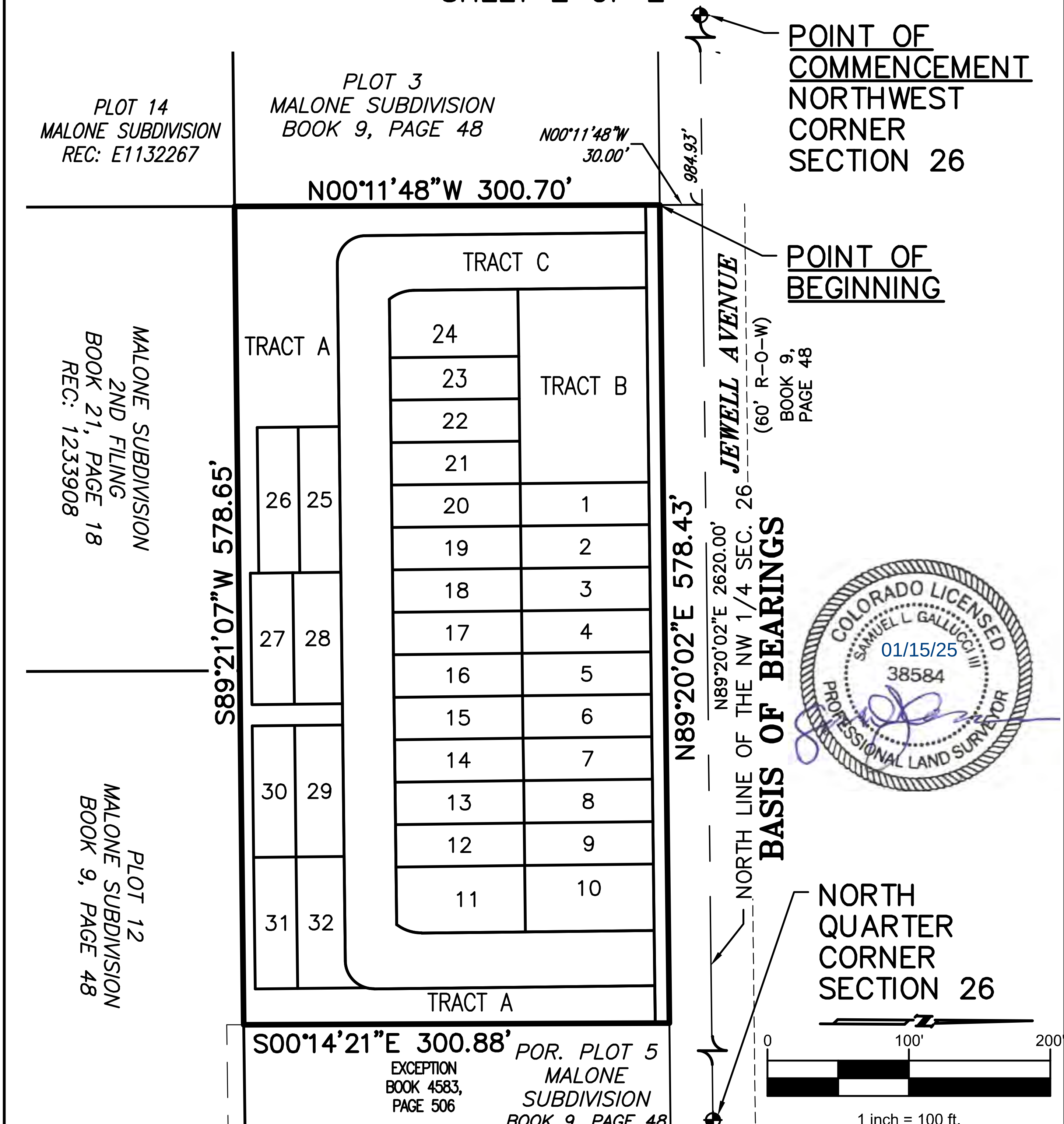
SAMUEL L. GALLUCCI III, PLS 38584
FOR AND ON BEHALF OF
EMK CONSULTANTS, INC.

COLORADO LICENSED
SAMUEL L. GALLUCCI III
01/15/25
38584
PROFESSIONAL LAND SURVEYOR

ILLUSTRATION FOR

EXHIBIT A

SHEET 2 OF 2



THE ABOVE DESCRIBED PARCEL CONTAINS 174,012 SQUARE FEET (3.995 ACRES), MORE OR LESS

CITY OF AURORA, COLORADO			A PARCEL OF LAND SITUATED IN THE NORTHWEST 1/4 OF SECTION 26, T4S, R67W, 6TH P.M. CITY OF AURORA, ARAPAHOE COUNTY, COLORADO
DRAWN BY SLG3	SCALE 1"=100'	R.O.W. FILE NO.	
CHECKED BY JTH	DATE 01/15/25	JOB NO. 13298	

From:	Zapata, Cecilia
To:	CouncilAgenda
Subject:	FW: A neighborhood presentation regarding Case # 1984-2057-02 for Zoning Map Amendment from R-R to R-2 on E Jewell Ave
Date:	Tuesday, March 25, 2025 8:00:57 AM
Attachments:	A Neighborhood Presentation Opposing UCJ.pdf image001.png

Hello,

Here's another email for Urban Cottages. Thank you.

Cecilia Zapata, CMC
Deputy City Clerk
City Clerk's Office | City of Aurora
office 303-739-7787

THE CORE 4
Integrity • Customer Service
Respect • Professionalism

From: Rabbaa, Rachid [redacted]
Sent: Monday, March 24, 2025 11:11 AM
To: Rodriguez, Kadee [redacted]; Zapata, Cecilia [redacted]
Cc: Rodriguez, Stephen E [redacted]
Subject: FW: A neighborhood presentation regarding Case # 1984-2057-02 for Zoning Map Amendment from R-R to R-2 on E Jewell Ave

Urban Cottages - This one too. Please

From: Shayna Shabatura [redacted]
Sent: Friday, March 21, 2025 9:11 AM
To: Coffman, Michael [redacted]; Batchelor, Jason [redacted] Murillo, Crystal [redacted]; Sundberg, Steve [redacted] Medina, Ruben [redacted] Hancock, Stephanie [redacted] Lawson, Angela [redacted] Bergan, Francoise [redacted] Coombs, Alison [redacted]; Gardner, Curtis [redacted]; Jurinsky, Danielle [redacted] Kassaw, Amsalu [redacted]
Subject: A neighborhood presentation regarding Case # 1984-2057-02 for Zoning Map Amendment from R-R to R-2 on E Jewell Ave

This Message Is From an External Sender
This message came from outside your organization.
Report Suspicious

Dear Mayor Coffman and Aurora City Council members, My name is Shayna Shabatura and I spoke at the most recent City Council meeting, opposing the rezoning request by Urban Cottages, LLC to upzone from R-R to R-2 on a small site on E Jewell Ave for Item 11a on the agenda for the 3/24 City Council Meeting.

As I mentioned in my previous email with the petition (sent moments ago), attached is a detailed presentation regarding the opposition to the rezoning. Please give the appropriate weight to these arguments.

Thank you,
Shayna Shabatura

From: Zapata, Cecilia
To: CouncilAgenda
Subject: FW: Documents for City Council
Date: Tuesday, March 25, 2025 8:02:42 AM
Attachments: image001.png
A Neighborhood Presentation Opposing UCJ.pdf
A Neighborhood Presentation Opposing UCJ.pdf
image001.png

Third email. The attachments may be the same. If so, you can just attach them once. Thank you.

Cecilia Zapata, CMC
Deputy City Clerk
City Clerk's Office | City of Aurora
office 303-739-7787

THE CORE 4
Integrity • Customer Service
Respect • Professionalism

From: Rabbaa, Rachid [redacted]
Sent: Monday, March 24, 2025 11:14 AM
To: Rodriguez, Kadee [redacted] Zapata, Cecilia [redacted]
Cc: Rodriguez, Stephen E [redacted]
Subject: FW: Documents for City Council

Urban Cottages - And this one too. I am requesting all the three emails with the attachments to be entered into the record.

Thank you so much!
Rachid Rabbaa

From: Shayna Shabatura [redacted]
Sent: Friday, March 21, 2025 2:57 PM
To: Rabbaa, Rachid [redacted]
Cc: AOL.MAIL [redacted] Rodriguez, Stephen E [redacted]
McClelland, Lena [redacted] Rustad, Jeannine [redacted]
Subject: Re: Documents for City Council

Hey there Rachid,
Welcome to the end of the week, and happy Friday.
Earlier today, you were copied on 2 emails from me to City Council Committee Members

with visual attachments - both PDFS are attached here as well.
Councilwoman Bergan replied, “Our City Attorney has reminded me that it is not appropriate for a council member to receive information or other evidence outside of the Public Hearing process when the City Council is acting in its quasi-judicial function. As such, I invite you to attend the City Council meeting and present the information and testimony you would like Council to consider when making its decision.”

I am in Minnesota next week, so I need an alternative option. My husband Kyle will be in attendance, but I need an alternative option to submit my visuals. If I sign up to speak, can another individual play a video of me presenting this information? Could you play the video? If you were in my shoes, what would you do?

My end goal - my ultimate hope - is for the City Council members to review these PDF documents during their rigorous assessment of the site and the Case(s). Please let me know of any alternatives to a physical presence at the City Council meeting and I would appreciate confirmation once these documents/images have been uploaded to the Case files.

Hope your weekend ahead is lovely.

Anyone on the internet with the link can safely view the PDF document link to the Petition here:
https://drive.google.com/file/d/1Jc_lxFIEDy012m61z-L0nXOT5OkRw-_T/view?usp=sharing

Shayna

On Mon, Mar 17, 2025 at 8:29 PM Rabbaa, Rachid [redacted] wrote:

> Happy St. Patrick's Day to you too!
>
> I haven't received any information from Urban Cottages yet.
>
> Best,
> Rachid
>
> ---
>
> **From:** Shayna Shabatura [redacted]
> **Sent:** Monday, March 17, 2025 12:33 PM
> **To:** Rabbaa, Rachid [redacted]
> **Cc:** AOL.MAIL [redacted] Rodriguez, Stephen E [redacted]

McClelland, Lena [redacted]; Rustad, Jeannine [redacted]
Subject: Re: Documents for City Council

Happy St. Patrick's Day Rachid,
At this time, we do not have any updates. Has Urban Cottages shared with you their 4th revised site plan or any of the engineering studies/plans/reviews?

Thank you,
Shayna

On Mon, Mar 17, 2025 at 10:21 AM Rabbaa, Rachid [redacted] wrote:

> Good morning Shayna and Gary,
>
> Do you have any updates on the documentation you plan to provide to staff before the upcoming City Council hearing ?
>
> Thank you,
>
> Rachid Rabbaa
> Planner III
> Planning and Business Development | City of Aurora
> *office 303-739-7541 email* [redacted]
>
> Facebook | Twitter | Instagram | Nextdoor | AuroraTV.org

From: Zapata, Cecilia
To: CouncilAgenda
Subject: FW: Petition Opposing Urban Cottages Jewell
Date: Tuesday, March 25, 2025 8:00:05 AM
Attachments: image001.png

Hi Jocelyn,

Can you make sure the attached map and the email below are added as back up to the Urban Cottages item that was continued to May. You may already know, but anytime emails are added as backup, we must redact the email addresses.

I'll be sending over a couple more emails over for the same item. Thank you.

Cecilia Zapata, CMC
Deputy City Clerk
City Clerk's Office | City of Aurora
office 303-739-7787

Integrity • Customer Service
Respect • Professionalism

From: Rabbaa, Rachid [redacted]
Sent: Monday, March 24, 2025 11:10 AM
To: Rodriguez, Kadee [redacted] Zapata, Cecilia [redacted]
Cc: Rodriguez, Stephen E [redacted]
Subject: FW: Petition Opposing Urban Cottages Jewell

Good morning Kadee,

Regarding the Urban Cottage project, please ensure this information is entered into the record. I will be asking for it to be recorded during my update this evening.

Thank you,
Rachid

From: Shayna Shabatura [redacted]
Sent: Friday, March 21, 2025 9:10 AM
To: Coffman, Michael [redacted] Batchelor, Jason [redacted] Murillo, Crystal [redacted]; Sundberg, Steve [redacted] Medina, Ruben [redacted] Hancock, Stephanie [redacted] Lawson, Angela [redacted] Bergan, Francoise [redacted] Coombs, Alison [redacted] Gardner, Curtis [redacted] Jurinsky, Danielle [redacted] Kassaw, Amsalu [redacted]
Subject: Petition Opposing Urban Cottages Jewell

This Message Is From an External Sender

This message came from outside your organization.

Report Suspicious

Dear Aurora City Council members,

My name is Shayna Shabatura and I spoke at the most recent City Council meeting, opposing the rezoning request by Urban Cottages, LLC to upzone from R-R to R-2 on a small site on E Jewell Ave, across from 3 educational facilities and next to Havana Heights Retention Pond Park. More specifically, Case # 1984-2057-02 and subsequent Case # 2022-4026-00 (site plan).

I am following up on my email from January 27, with the subject, "Time Sensitive PETITION for 1/27 City Council Meeting."
Anyone on the internet with the link can view the PDF document via Google Drive:
https://drive.google.com/file/d/1GSivZZ-PQ2ZHhSADx5HuL1VZ6GhZY_1P/view?usp=drive_link

Attached is a visual representation of the neighborhood households who signed the petition. n=96 homes. *A modified version of this slide will appear in a presentation, which will be emailed separately.*

Please give appropriate weight to the opinion of the neighborhood. Thank you and hope your weekend ahead is the one you deserve.

Sincerely,
Shayna Shabatura

A neighborhood presentation to the Aurora City Council Members regarding Case # 1984-2057-02 Zoning Map Amendment from R-R to R-2 on E Jewell Ave

March 2025

OVERVIEW

- ❑ Parcel information
- ❑ Reason #1: Rezoning this parcel to R-2 will NOT match the neighborhood
- ❑ Reason #2: Our Petition
- ❑ Reason #3: Site and Perimeter Constraints
- ❑ Reason #4: More information is needed
- ❑ R-2 is a terrible fit; Support R-1 instead

Parcel information

- South of the intersection of E Jewell Ave and S Joliet St

- 10800 E Jewell Ave → Parcel ID 1973-26-2-01-014 -AND- 11000 E Jewell Ave → Parcel ID 1973-26-2-01-037

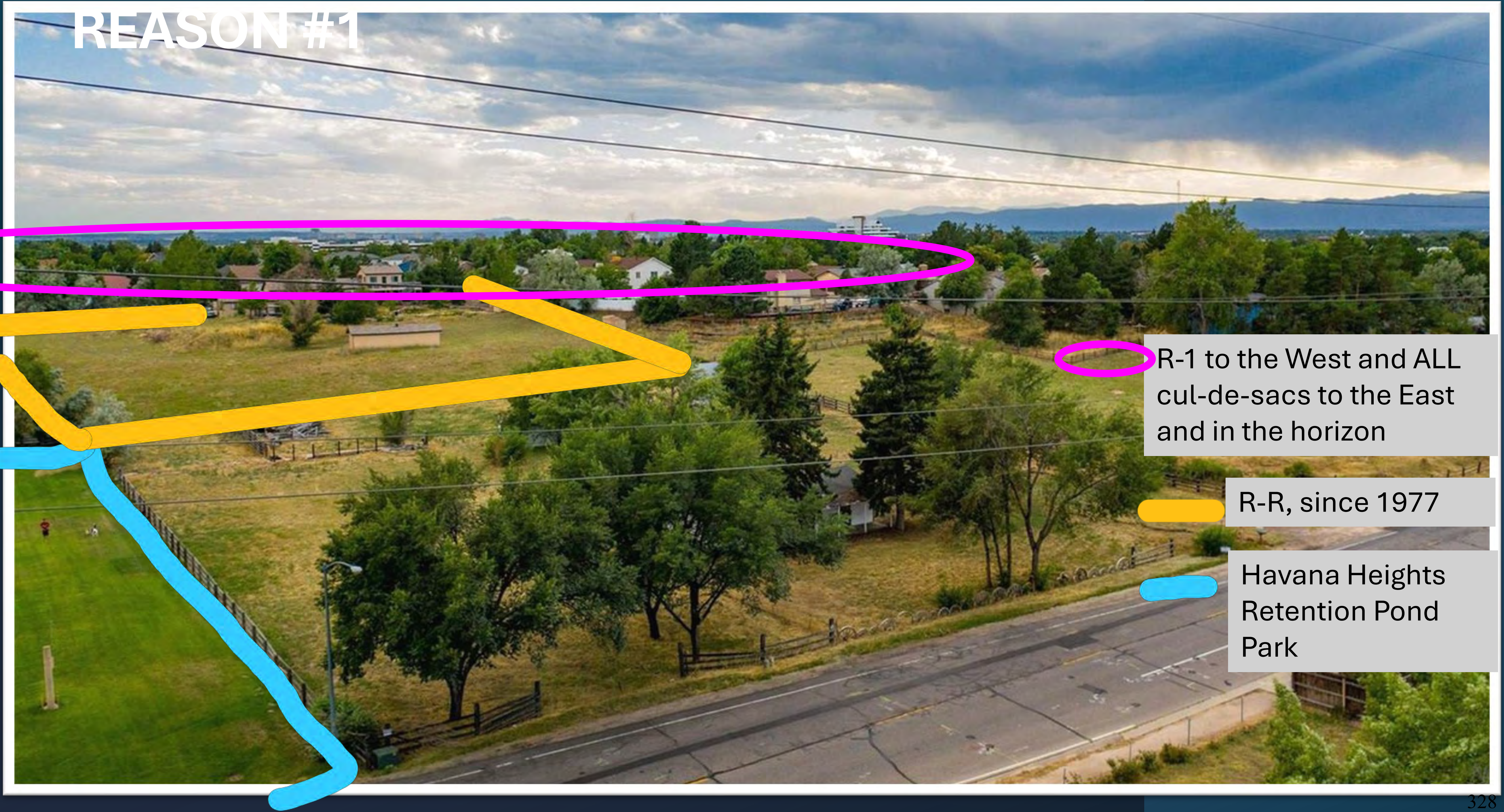
- The parcel is at the northern perimeter of the Havana Heights neighborhood, opposite the Village East neighborhood and 3 youth educational facilities (next slides)

REASON #1

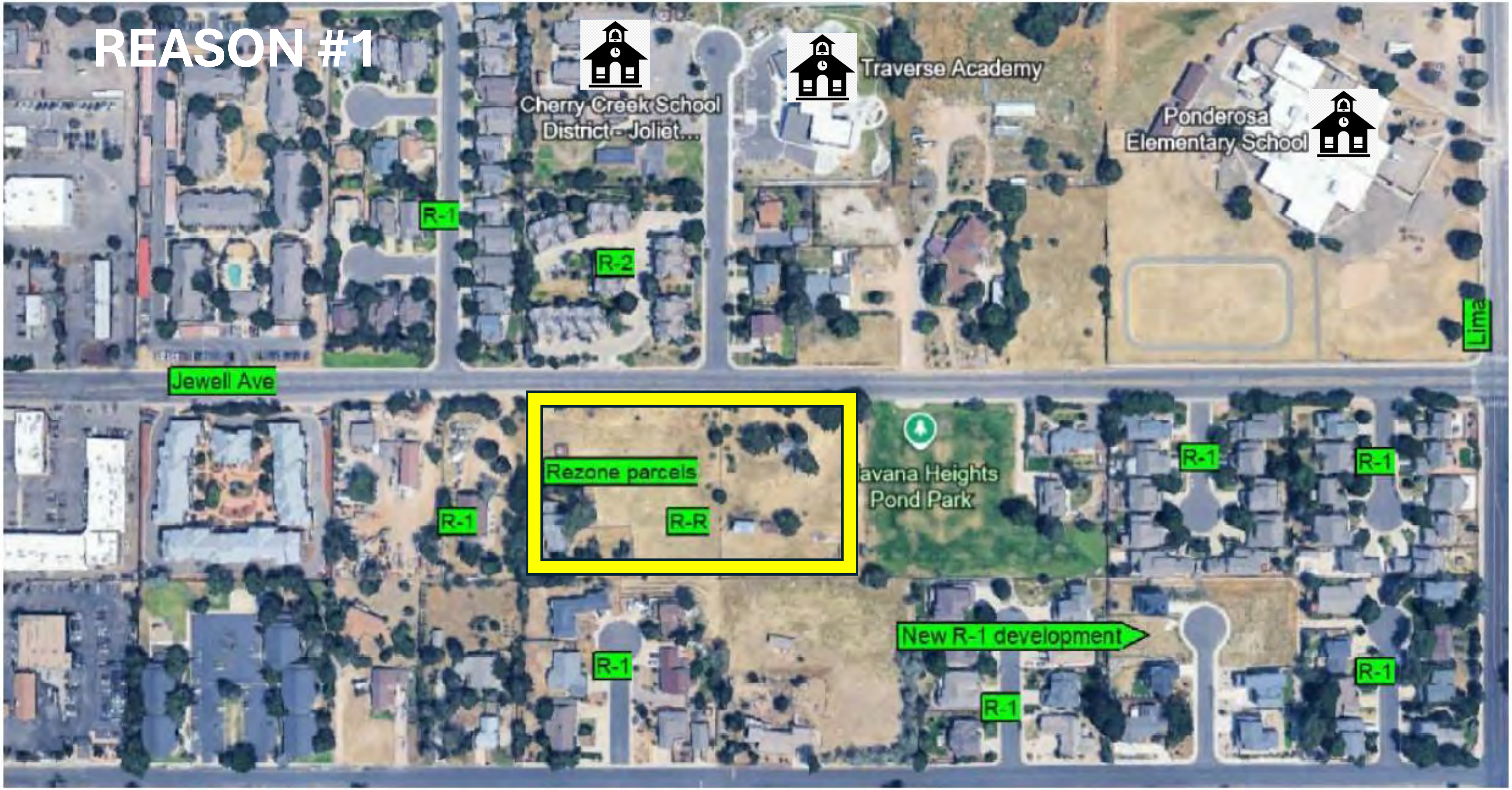
Rezoning this parcel to R-2 will NOT match the neighborhood

The Havana Heights neighborhood is primarily R-R or R-1 with a cul-de-sac neighborhood, including the Habitat for Humanity Mountain View Community that's still under construction (pictured right)

REASON #1

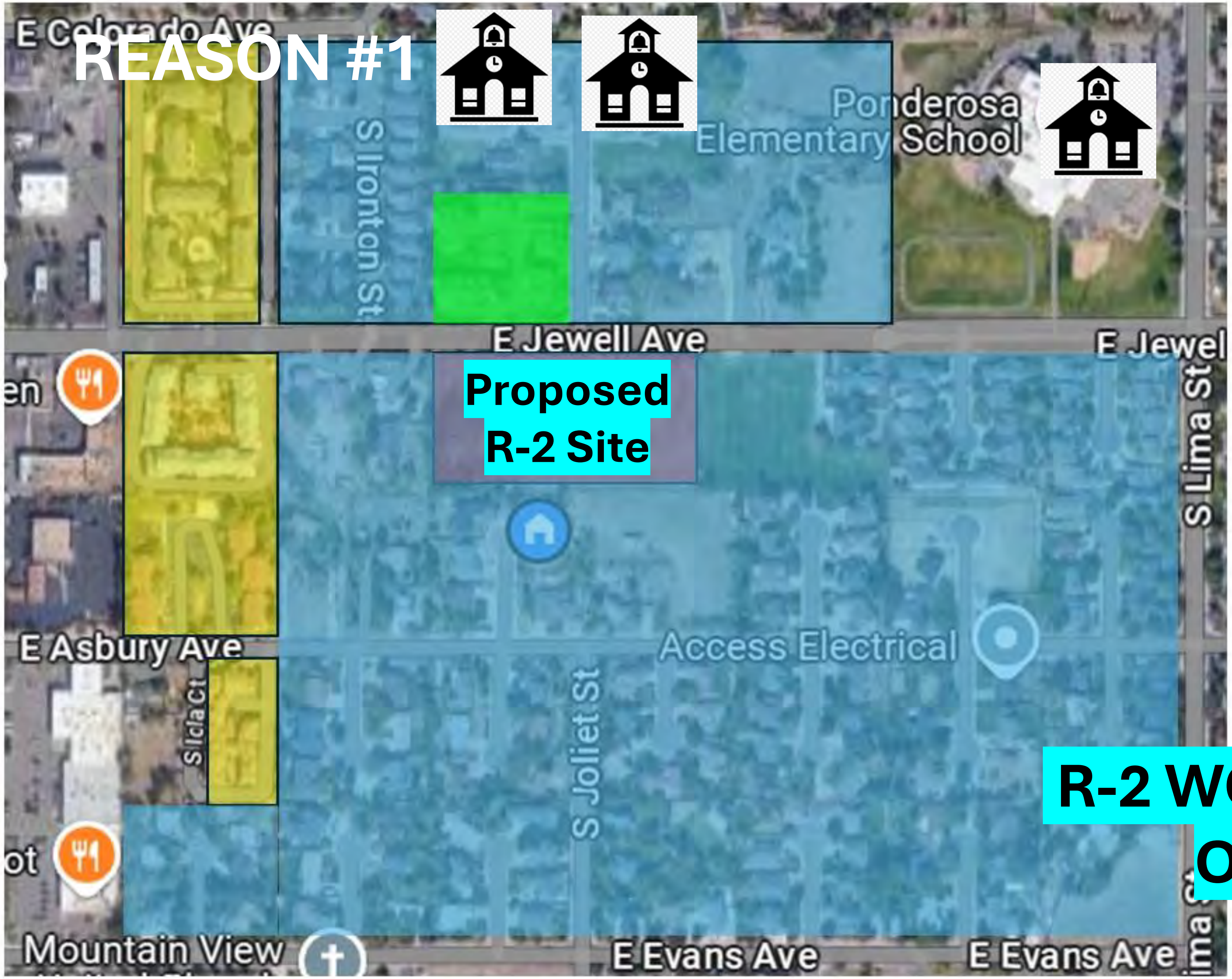

R-1 to the West and ALL cul-de-sacs to the East and in the horizon
R-R, since 1977
Havana Heights Retention Pond Park

REASON #1



Cherry Creek School District - Joliet...
Traverse Academy
Ponderosa Elementary School
R-1
R-2
Lima
Jewell Ave
Rezone parcels
R-R
R-1
avana Heights Pond Park
R-1
R-1
New R-1 development
R-1
R-1
R-1

REASON #1



Cul de Sac and/or R-1

Apartment

Multi story townhomes

Youth Educational Facility

R-2 WOULD BE GROSSLY OUT OF PLACE

REASON #1 SUMMARY

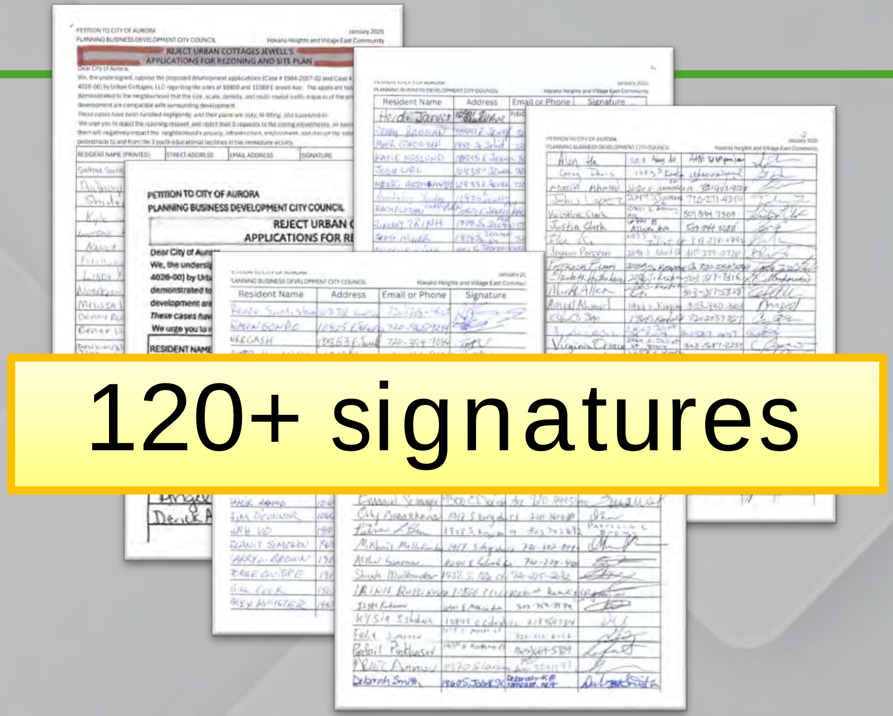
Rezoning this parcel to R-2 will NOT match the neighborhood

- Urban Cottages has admitted that their vision is not a match, using “transition” as the key word
- In addition to cul-de-sac design, there are 3 immediate youth educational facilities and a retention pond park which would contrast with R-2
- Urban Cottages has excused themselves from providing any add-ons, or “microelements”, using their in-fill status and constraints of the site as reasons
- The area is already under traffic stress with no effective traffic calming measures or policing of speeding violations because E Jewell is a hospital and school route

REASON #2

Our Petition

"We, the undersigned, oppose the proposed development applications (Case # 1984-2057-02 and Case # 2022-4026-00) by Urban Cottages, LLC regarding the sites at 10800 and 11000 E Jewell Ave. The applicant has NOT demonstrated to the neighborhood that the size, scale, density, and multi-modal traffic impacts of the proposed development are compatible with surrounding development.
These cases have been handled negligently, and their plans are risky, ill-fitting, and squeezed-in.
We urge you to reject the rezoning request."



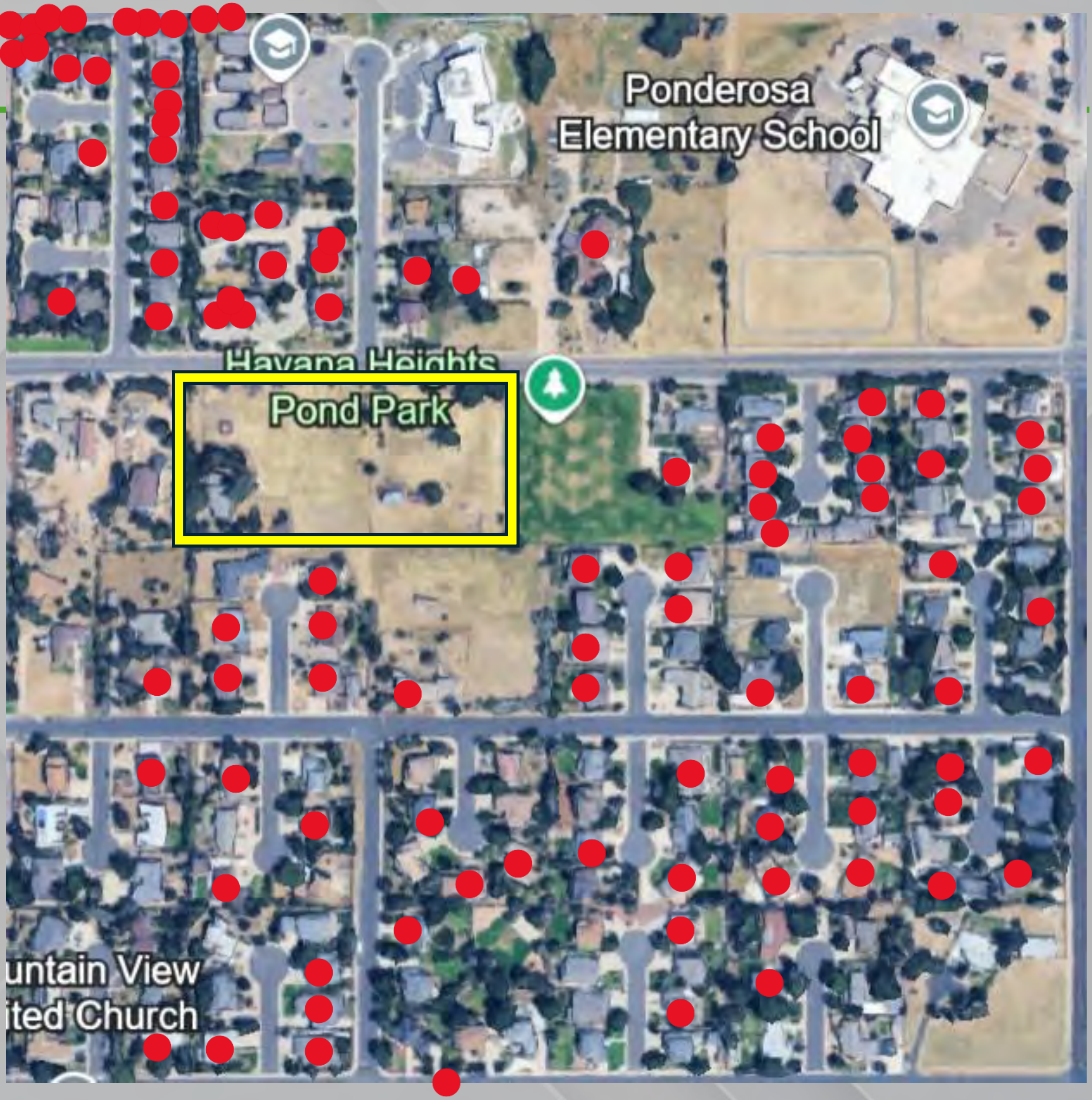
Anyone on the internet with the link can view the PDF document:

https://drive.google.com/file/d/1Jc_lxFIEDy012m61z-L0nXOT5OkRw-_T/view?usp=sharing

REASON #2

Our Petition

Visual representation of the neighborhood Petition signatures against R-2 zoning surrounding the parcel (yellow box)



Each **red dot** represents one household signed

● n= 96

REASON #3

Site and Perimeter Constraints

- Perimeter property #1 of 3 (pictured right): 1950 S Jamaica Ct
  - 16-20 ft. drop
  - Significant investment in retaining walls
- Non-migratory red-tailed hawk habitat
- Unique and complex topography
- Too small for R-2 / in-fill project
- *Key words used by the Urban Cottages team during Q&As include*, “**squeezed-in**”, “atypical”, “drainage at nauseam”, and “**limited**”
  - Upwards of a 40% grade and 20% slope (source: Preliminary Drainage Report)
  - Part of Havana Heights Drainage Basin

REASON #4

More information is needed

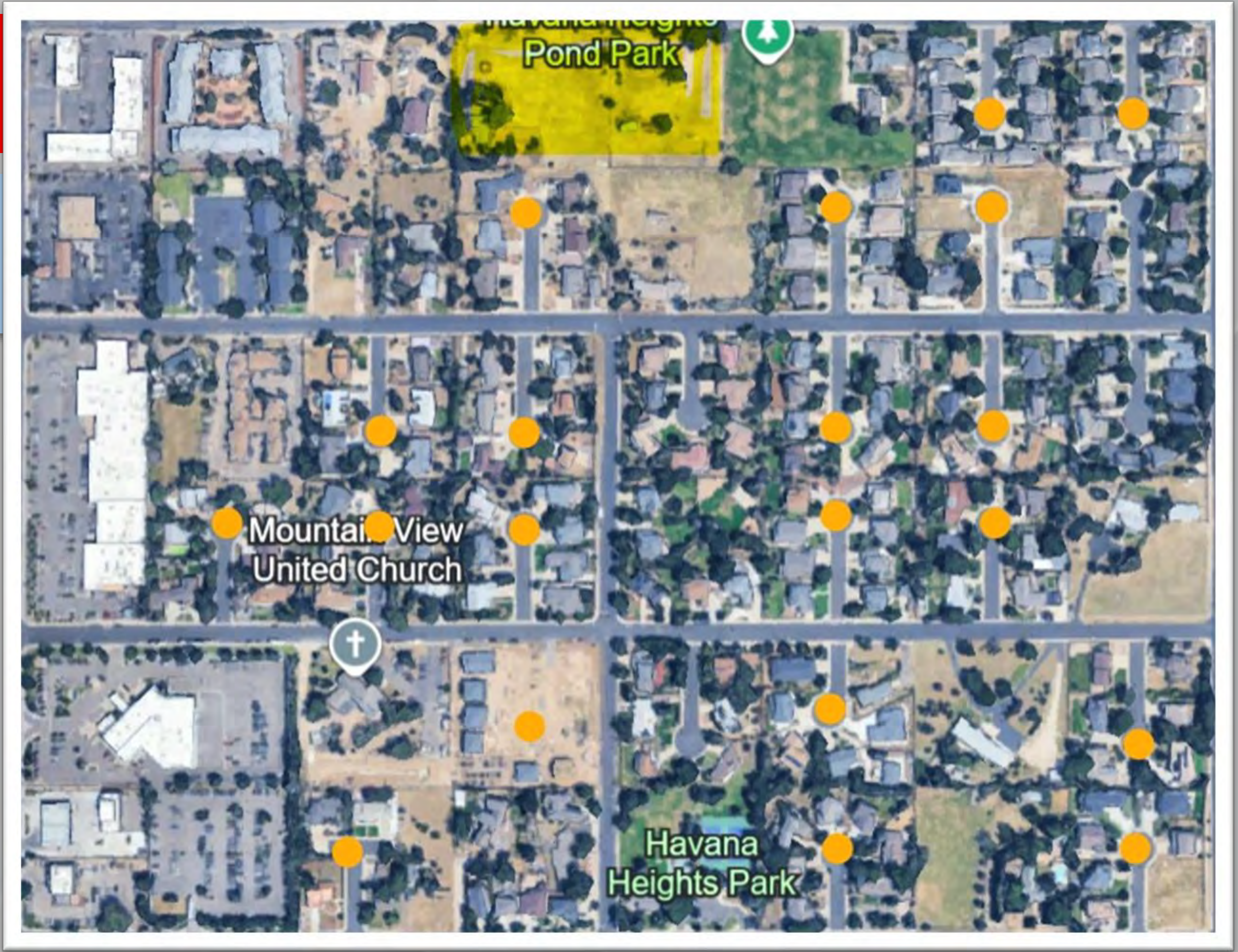
- The expectation is for City Staff to provide ethical due diligence – to thoroughly review, carefully examine, and provide rigorous assessment before deciding, but these cases are seriously flawed enough to plant the idea seed that this separated and out-of-touch project is smoke-and-mirrors, *just* to approve the R-2 rezoning
- Improve the opportunity for success on this wonderfully unique and challenging parcel
  - It really is in an ideal neighborhood, with the local church referencing their property as **God's Backyard** (Source: https://sentinelcolorado.com/metro/aurora-church-turns-vacant-gods-backyard-land-into-affordable-housing/)
  - Reduce the chances of this project going South – Urban Cottages is not ready!
  - Urban Cottages has been neglecting vital information that was provided to them about the area at the beginning of the project
- A great deal about their project is **undecided** and **unspecified**
  - *How can a decision be made when City Staff and the neighborhood have incomplete or missing information?*
  - No builder or engineer is under contract
  - Not able to commit to a site plan
  - Original proposal was for 38 units with 5 zoning adjustment requests
  - City staff expressed concern and confusion about definitions of zoning, density, and visiting the parcel

R-2 IS A TERRIBLE FIT

Support R-1 instead

Please, at minimum, discuss bumping it back to the Planning and Business Development Board to pair this rezoning request with Urban Cottage's 3rd revised site plan.

This would allow the Urban Cottages team time to assemble and produce up-to-date paperwork, to be reviewed with their site plan and zoning adjustment requests.



Pictured above is the Havana Heights neighborhood with each gold dot representing one cul de sac

● n = TWENTY CUL-DE-SACS

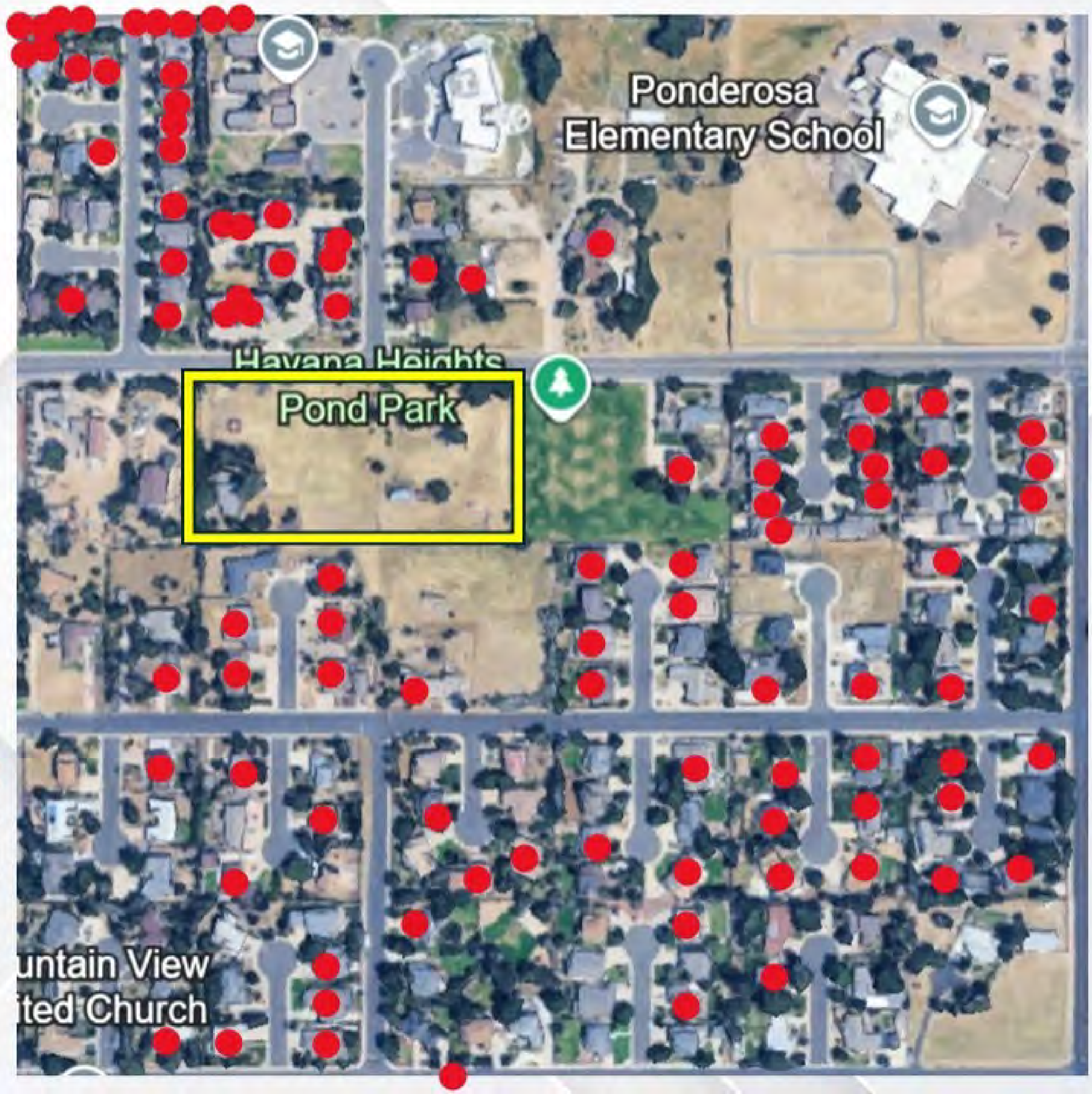
PETITION

Visual representation of the neighborhood petition signatures opposing the rezoning request by Urban Cottages LLC to upzone from R-R to R-2 for the parcels at 10800 and 11000 E Jewell Ave in the Havana Heights neighborhood

Case # 1984-2057-02

Each **red dot** represents one household signed

● n= 96



CITY OF AURORA

Council Agenda Item Continuation Page

Item Title: CONTINUATION PAGE – Eliminating the Human Relations Commission	
Item Initiator: Jason Batchelor, City Manager	
Staff Source: Jason Batchelor, City Manager	
Legal Source: Andrea Wood, Assistant City Attorney	
Outside Speaker: N/A	
Date of Change: 8/11/2025	

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 9/22/2025

ITEM SUMMARY ***(Brief description of changes or updates with documents included.)***

Mayor Coffman continues to work with staff and legal on the Oridnance regarding the human rights commission to present to Council when complete.

CITY OF AURORA
Council Agenda Commentary

Item Title: Eliminating the Human Relations Commission	
Item Initiator: Jason Batchelor, City Manager	
Staff Source/Legal Source: Jason Batchelor, City Manager / Andrea Wood, Assistant City Attorney	
Outside Speaker: N/A	
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.	

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 8/11/2025

2nd Regular Meeting (if applicable): 8/25/2025

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

2025-73 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ELIMINATING THE HUMAN RELATIONS COMMISSION
Jason Batchelor, City Manager / Andrea Wood, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as Proposed at Study Session

☐ Information Only

☒ Approve Item as Proposed at Regular Meeting

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

N/A

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

This Ordinance eliminates the Human Relations Commission.

FISCAL IMPACT

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

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

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

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

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

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

QUESTIONS FOR COUNCIL

Does Council wish to support the Ordinance?

LEGAL COMMENTS

The council shall have all legislative powers of the city and all other powers of a home rule city not specifically limited by the Constitution of the State of Colorado and not specifically limited or conferred upon others by this Charter. It shall have the power to enact and provide for the enforcement of all ordinances necessary to protect life, health and property; to declare, prevent and summarily abate and remove nuisances; to preserve and enforce good government, general welfare, order and security of the city and the inhabitants thereof; to enact by ordinance provisions for fines and/or imprisonment, or other punishment, for each and every violation of ordinances or regulations duly passed by council; to provide for the granting of probation and the conditional suspension of sentences by the municipal court; and to delegate to boards and commissions, within limitations of the Constitution and this Charter, such functions, powers and authority of the city as it deems proper and advisable. (Article 3-9 Aurora City Charter) (Wood)

ORDINANCE NO. 2025- _______

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ELIMINATING THE HUMAN RELATIONS COMMISSION.

WHEREAS, the Aurora City Council (Council) recognizes the importance of efficient and effective governance through the use of boards and commissions; and

WHEREAS, the Council has determined that the current number of boards and commissions can be reduced or consolidated to enhance coordination, reduce redundancy, and improve the allocation of resources; and

WHEREAS, the Council has reviewed the structure and function of the Human Relations Commission and determined that it operates outside of the City's core direct service provisions; and

WHEREAS, the Council finds that the functions performed by the Human Relations Commission can be appropriately addressed through existing City departments.

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

Section 1. The Human Rights Commission is hereby dissolved, and all functions, responsibilities, and activities assigned to the Commission are hereby terminated.

Section 2. Any ongoing matters previously under the jurisdiction of the Human Rights Commission shall be referred to the appropriate City department or oversight body, as determined by the City Manager.

Section 3. That section 2-765 of the City Code of the City of Aurora, Colorado is hereby amended to read as follows:

Title	**Location**
Art in public places commission	Ch 34, art. IV, div. 2
Aurora Fox Arts Center board	Ch. 34, art. III, div. 2
Aurora immigrant and refugee commission	Ch. 2, art. VIII, div. 4
Aurora youth commission	Ch. 2, art. VIII, div. 5
Board of adjustment and appeals	Ch. 106, art. III; Charter section 9-2
Building code and contractor's appeals and standards board	Ch. 22, art. II
Business advisory board	Ch. 26, art. II

Career service commission	Ch. 102, art. II; Charter section 9-3
Citizens' advisory budget committee	Ch. 2, art. V, div. 2
Citizens' advisory committee for housing and community development	Ch. 2, art. VIII, div. 2
Citizens' water advisory commission	Ch. 138, art. III
Civic engagement commission	Ch. 2, art. VIII, div. 6
Civil service commission	Ch. 102, art. III
Commission for older adults	Ch. 2, art. VIII, div. 2
Cultural affairs commission	Ch. 34, art. II
Election commission	Ch. 54, art. I; Charter section 2-2
General employees retirement board	Ch. 102, art. V
Golf course advisory committee	Ch. 98 art. IV, div. 2
Historic preservation commission	Ch. 78, art. II
Housing authority	Ch. 42, art. II
~~Human relations commission~~	~~Ch. 82, art. II~~
Independent review board	Charter art. IX
Judicial performance commission	Ch. 50, art. II, div. 2, subdiv. II
Library board	Ch. 2, art. IV, div. 6, subdiv. I; Charter section 9-4
Oil and gas advisory committee	Ch. 106, art. IV
Open space board	Ch. 2, art. IV, div. 9, subdiv. II
Parks and recreation board	Ch. 98, art. II
Planning and zoning commission	Ch. 106, art. II, Charter section 9-5
Public defender commission	Ch. 50, art. II, div. 4
Veterans' affairs commission	Ch. 2, art. VIII, div. 3

Section 4. The City hereby repeals Chapter 82, Article II of the City Code pertaining to the Human Relations Commission.

~~Article II. Human Relations Commission~~

~~Sec. 82-26 Declaration of policy.~~
~~Sec. 82-27 Created; membership.~~
~~Sec. 82-28 Functions and duties.~~
~~Sec. 82-29 Authority.~~
~~*Sec. 82-30 through 82-55 Reserved.*~~

~~Sec. 82-26. Declaration of policy.~~
~~It is the policy of the City, in the exercise of its power for the protection of the public health, safety, and welfare and for the maintenance of peace and good government, to ensure equal opportunities and rights for all persons in employment, public accommodations, and housing.~~

~~Sec. 82-27. Created; membership.~~

~~There is created and established a human relations commission, consisting of 12 voting members, including a youth member, one nonvoting member, one alternate member who shall not be entitled to vote, and one youth alternate who shall not be entitled to vote. The 12 voting members and the alternate members shall be of voting age, registered electors, and shall be appointed and serve pursuant to Charter section 9-1 and Code section 2-772. The nonvoting member shall be appointed by the city manager. The members shall be broadly representative of all citizens, and shall reflect, as far as possible, the religious, racial, ethnic, and age groups of the community. The commission shall elect from its membership officers as necessary to its goals and functions.~~

~~Sec. 82-28. Functions and duties.~~

~~The functions and duties of the human relations commission shall include but not be limited to:~~

~~(1) Providing the city council with information concerning changing social conditions.~~

~~(2) Reviewing for accountability those external human service agencies that receive funds from the City.~~

~~(3) Working toward solving social problems and improving social conditions.~~

~~(4) Hearing complaints of alleged discrimination.~~

~~(5) Developing and implementing educational programs.~~

~~(6) Submitting reports of the various activities undertaken by the commission.~~

~~(7) Adopting, amending, publishing and rescinding bylaws regarding the operation of this commission consistent with the authority and duties outlined in this section.~~

~~Sec. 82-29. Authority.~~

~~The human relations commission, acting within the scope of its functions, shall have the authority to:~~

~~(1) Conduct public hearings and inquire into incidents and complaints in the areas of human relations and human services.~~

~~(2) Study, analyze and recommend to the city council proposals for administrative or legislative action in the area of human relations, human services and affirmative action.~~

~~(3) Review proposed actions of federal, state, county, or local governments which affect human services in the City.~~

~~(4) Enlist the cooperation of community groups to participate in programs that demonstrate the need to eliminate discrimination.~~

~~(5) Cooperate with federal, state, county and municipal agencies and departments to eliminate prejudice, intolerance, and discrimination.~~

~~(6) Hold hearings and accept voluntary evidence as may be tendered or obtained by deposition relating to matters under investigation by or of concern to the commission, and call upon the city attorney for counsel and guidance in all such matters.~~

~~(7) Cooperate with city boards and commissions in matters concerning human relations and human services.~~

~~(8) Report to the city council yearly or upon request programs, practices and matters of priority in human relations and human services.~~

~~(9) Review and recommend changes that encourage the use of minority, women, and small business enterprises in accordance with city, state, and federal guidelines.~~
~~(10) Review and evaluate human service agencies that serve the city and make recommendations for funding of those agencies to the city council.~~
~~(11) Maintain registries of human services, which shall be available to all citizens of the City.~~
~~(12) Accept and expend contributions from various charitable, religious, community, labor, civil or benevolent groups or organizations to assist the commission in its duties and functions. All funds so contributed shall be audited by the City.~~
~~(13) Present annual human relations awards to any group, company, organization, or individual doing business or residing in the city who has demonstrated commitment to the principles and goals of the human relations commission as set forth in this article.~~
~~(14) Expend and donate monies to individuals, groups, companies or organizations in accordance with a resolution promulgated by the city council in conjunction with the annual budget process and from time to time as the need may arise.~~

~~Sec. 82-30 through 82-55. Reserved.~~

Section 5. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 6. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 7. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of ___________, 2025.

PASSED AND ORDERED PUBLISHED this ______ day of ____________, 2025.

____
Mike Coffman, Mayor

ATTEST:

____

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Andrea Wood ____ AK

ANDREA WOOD, Assistant City Attorney

CITY OF AURORA
Council Agenda Item Continuation Page

Item Title: CONTINUATION PAGE – Consolidating Parks and Recreation, Open Space, and Golf Course Advisory into a Single Parks Recreation and Open Space Advisory Board
Item Initiator: Jason Batchelor, City Manager
Staff Source: Jason Batchelor, City Manager
Legal Source: Andrea Wood, Assistant City Attorney
Outside Speaker: N/A
Date of Change: N/A

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 9/22/2025

ITEM SUMMARY ***(Brief description of changes or updates with documents included.)***

The Ordinance was updated to remove the statement that youth members should be appointed to the board.

ORDINANCE NO. 2025- _______

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, CONSOLIDATING THE GOLF COURSE ADVISORY COMMITTEE, THE OPEN SPACE BOARD, AND THE PARKS AND RECREATION BOARD INTO A SINGLE PARKS, RECREATION AND OPEN SPACE ADVISORY BOARD.

WHEREAS, the City of Aurora has established multiple boards and commissions to provide valuable input and engagement on matters of public interest; and

WHEREAS, the City has conducted a comprehensive review of the structure, purpose, and functionality of its boards and commissions; and

WHEREAS, the Golf Course Advisory Committee, Open Space Board, and Parks and Recreation Board each address elements of the City's outdoor and recreational offerings and can be more effectively coordinated through a single Parks, Recreation and Open Space Advisory Board; and

WHEREAS, the City Council finds that this change will improve efficiency, reduce redundancy, and better align with current organizational needs and community engagement goals.

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

Section 1. That section 2-765 of the City Code of the City of Aurora, Colorado is hereby amended to read as follows:

The following table sets out the various authorities, boards, commissions, and committees for the City by their titles, and their location in the Code:

Title	**Location**
Art in public places commission	Ch 34, art. IV, div. 2
Aurora Fox Arts Center board	Ch. 34, art. III, div. 2
Aurora immigrant and refugee commission	Ch. 2, art. VIII, div. 4
Aurora youth commission	Ch. 2, art. VIII, div. 5
Board of adjustment and appeals	Ch. 106, art. III; Charter section 9-2
Building code and contractor's appeals and standards board	Ch. 22, art. II
Business advisory board	Ch. 26, art. II
Career service commission	Ch. 102, art. II; Charter section 9-3
Citizens' advisory budget committee	Ch. 2, art. V, div. 2

Citizens' advisory committee for housing and community development	Ch. 2, art. VIII, div. 2
Citizens' water advisory commission	Ch. 138, art. III
Civic engagement commission	Ch. 2, art. VIII, div. 6
Civil service commission	Ch. 102, art. III
Commission for older adults	Ch. 2, art. VIII, div. 2
Cultural affairs commission	Ch. 34, art. II
Election commission	Ch. 54, art. I; Charter section 2-2
General employees retirement board	Ch. 102, art. V
~~Golf course advisory committee~~	~~Ch. 98 art. IV, div. 2~~
Historic preservation commission	Ch. 78, art. II
Housing authority	Ch. 42, art. II
Human relations commission	Ch. 82, art. II
Judicial performance commission	Ch. 50, art. II, div. 2, subdiv. II
Library board	Ch. 2, art. IV, div. 6, subdiv. I; Charter section 9-4
Oil and gas advisory committee	Ch. 106, art. IV
~~Open space board~~	~~Ch. 2, art. IV, div. 9, subdiv. II~~
~~Parks and recreation board~~ **Parks, Recreation, & Open Space Advisory Board**	Ch. 98, art. ~~II~~ **I**
Planning and zoning commission	Ch. 106, art. II, Charter section 9-5
Public defender commission	Ch. 50, art. II, div. 4
Veterans' affairs commission	Ch. 2, art. VIII, div. 3

Section 2. That the City Code of the City of Aurora, Colorado, is hereby amended by adding sections to Chapter 98 Article 1, to be numbered 98-3 and 98-4 which sections shall read as follows:

Sec. 98-3. Creation and Purpose.

The Golf Course Advisory Committee, the Open Space Advisory Board, and the Parks and Recreation Board shall all be dissolved, and in their place is hereby created the Parks, Recreation, and Open Space Advisory Board, consisting of no more than 15 members.

The purpose of the Parks, Recreation, and Open Space Advisory Board shall include, but not be limited to:

(1) Advise the City Council on such matters as shall pertain to the planning, regulation, maintenance, repair, and operation of City-owned and controlled golf courses and the play thereon.

(2) Serve as advocates for open space within the City; advise the City Council on matters pertaining to open space; recommend criteria for lands appropriate for open space consideration and recommend appropriate properties; build awareness in the community for the open space concept.

(3) Advise the Council upon such matters as shall pertain to the planning or regulation of City-owned and controlled parks, open space, golf courses, recreational areas, and facilities and recreational programs, both within and without the corporate bounds of the City.

Sec. 98-4. Organization.

Board members shall be appointed to the Parks, Recreation, and Open Space Advisory Board pursuant to Charter section 9-1 and Code sections 2-769 and 2-772. Board members must not have any financial interest in any operation of the department. Subcommittees may be appointed as necessary to accomplish their purposes and objectives.

Section 3. That Chapter 98, Article II, of the City Code of the City of Aurora, Colorado, is hereby repealed.

~~Article II. Parks and Recreation Board~~

~~Sec. 98-26. Created.~~

~~There is hereby created a parks and recreation board.~~

~~Sec. 98-27. Composition.~~

~~The parks and recreation board shall consist of nine members who shall be appointed pursuant to Charter section 9-1, and who shall be registered electors, holding no paid, elected, or appointed position with the City, or any boards of education. All terms of appointment shall be pursuant to section 2-772. Those individuals holding the offices of the city manager, the director of parks and open space department, and the director of library, recreation and television services shall be nonvoting members of the parks and recreation board. The superintendents of schools or their designated representatives who are employees of either school district of the city school system may be nonvoting members of the parks and recreation board.~~

~~Sec. 98-28. Powers.~~

~~The parks and recreation board shall have the obligation and function to advise the council upon such matters as shall pertain to the planning or regulation of city-owned and controlled parks, recreational areas, and facilities and recreational programs, both within and without the corporate bounds of the City, and the board shall have further authority to~~

~~recommend to the council the purchase of equipment for use in the various parks, playgrounds and recreational areas, either within or without the City.~~

Section 4. That Chapter 98, Article IV, Division 2 of the City Code of the City of Aurora, Colorado, is hereby repealed.

~~Article IV. Golf~~
~~Division 2.~~
~~Golf Course Advisory Committee~~

~~Sec. 98-116. Established.~~

~~There is established a golf course advisory committee for the City, referred to in this division as the committee.~~

~~Sec. 98-117. Organization.~~

~~The golf course advisory committee shall consist of 11 members. The director of the parks and open space department, and the golf course division manager thereof shall be nonvoting members of the committee.~~

~~Sec. 98-118. Qualifications.~~

~~All members of the golf course advisory committee shall be registered electors, as that term is defined by City Charter, and shall hold no other elected or appointed position with the City. Members of the committee shall serve without compensation and shall have no financial interest in the operation of the city golf courses. Persons appointed to the committee shall have an active interest in promoting the sport of golf on the city golf courses.~~

~~Sec. 98-119. Meetings.~~

~~The committee shall meet at least four times per year and additional meetings may be called at the discretion of the chairperson or upon a majority vote. To constitute a quorum for the transaction of business, six members of the committee must be present. To approve any action taken by the committee, an affirmative vote of six members thereof shall be required. The committee may adopt further rules of procedure not inconsistent with this division.~~

~~Sec. 98-120. Duties.~~

~~The golf course advisory committee shall have the responsibility and function of advising the city council on such matters as shall pertain to the planning, regulation, maintenance, repair and operation of city-owned and controlled golf courses and the play thereon.~~

Section 5. That Chapter 2, Article IV, Division 9 of the City Code of the City of Aurora, Colorado, is hereby repealed.

~~Article IV. Departments~~

~~Division 9.~~

~~Parks and Open Space Department~~

~~Subdivision I. In General~~

~~Subdivision II. Open Space Board~~

~~Sec. 2-391. Created; duties.~~

~~There is created an open space board. The responsibilities of the board members are to:~~

~~(1) Serve as advocates for open space within the City.~~

~~(2) Prepare a master plan for open space as a tool for the council to make land use decisions.~~

~~(3) Recommend criteria for lands appropriate for open space consideration and recommend appropriate properties.~~

~~(4) Build awareness in the community for the open space concept, including organizing a volunteer force who would participate in cleanups and other activities related to open space.~~

~~(5) Advise the council in development of a management plan to maintain open space.~~

~~(6) Seek and obtain private grants and public donations.~~

~~Sec. 2-392. Composition.~~

~~The open space board shall consist of nine members appointed by city council who shall be registered electors. When the council is considering the appointment of members to the board, the council shall endeavor to appoint one member from each of the council wards. The purpose of this is to provide the board with a full perspective of the entire city's open space needs through an even geographical distribution of the members.~~

~~Sec. 2-395. Reports.~~

~~The open space board shall make such reports to the city council as may be requested of them from time to time when such requests are made by a majority of the city council. All reports or recommendations made by the board shall be advisory only to the city council and~~

~~shall be presented by the chairperson of the board and shall consist of a majority report. A minority report may also be submitted by any member.~~

Section 6. The new board will begin January 1, 2026, and current members will stay in place until December 31, 2025, in order to allow a transition period, and to develop a structure and workplan to ensure that all areas previously covered by the individual boards and commissions are included and addressed.

Section 7. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 8. 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 9. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of ___________, 2025.

PASSED AND ORDERED PUBLISHED this ______ day of ____________, 2025.

____
MIKE COFFMAN, Mayor

ATTEST:

____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Andrea Wood MK
ANDREA WOOD, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Consolidating Parks, Open Space, and Golf Course Advisory into a Single Parks, Recreation, and Open Space Advisory Board	
Item Initiator: Jason Batchelor, City Manager	
Staff Source/Legal Source: Jason Batchelor, City Manager / Andrea Wood, Assistant City Attorney	
Outside Speaker: N/A	
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.	

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 7/28/2025

2nd Regular Meeting (if applicable): 8/11/2025

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

2025-76 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, CONSOLIDATING THE GOLF COURSE ADVISORY COMMITTEE, THE OPEN SPACE BOARD, AND THE PARKS AND RECREATION BOARD INTO A SINGLE PARKS, RECREATION AND OPEN SPACE ADVISORY BOARD
Jason Batchelor, City Manager / Andrea Wood, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as Proposed at Study Session

☐ Information Only

☒ Approve Item as Proposed at Regular Meeting

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☐ Minutes Attached

HISTORY

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

N/A

ITEM SUMMARY

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

This Ordinance consolidates the Golf Course Advisory Committee, the Open Space Board, and the Parks and Recreation Board to create a new Parks, Recreation, and Open Space Advisory Board.

FISCAL IMPACT

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

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

REVENUE IMPACT

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

BUDGETED EXPENDITURE IMPACT

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

NON-BUDGETED EXPENDITURE IMPACT

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

WORKLOAD IMPACT

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

QUESTIONS FOR COUNCIL

Does Council wish to support the Ordinance?

LEGAL COMMENTS

The council shall have all legislative powers of the city and all other powers of a home rule city not specifically limited by the Constitution of the State of Colorado and not specifically limited or conferred upon others by this Charter. It shall have the power to enact and provide for the enforcement of all ordinances necessary to protect life, health and property; to declare, prevent and summarily abate and remove nuisances; to preserve and enforce good government, general welfare, order and security of the city and the inhabitants thereof; to enact by ordinance provisions for fines and/or imprisonment, or other punishment, for each and every violation of ordinances or regulations duly passed by council; to provide for the granting of probation and the conditional suspension of sentences by the municipal court; and to delegate to boards and commissions, within limitations of the Constitution and this Charter, such functions, powers and authority of the city as it deems proper and advisable. (Article 3-9 Aurora City Charter) (Wood)

ORDINANCE NO. 2025- _______

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, CONSOLIDATING THE GOLF COURSE ADVISORY COMMITTEE, THE OPEN SPACE BOARD, AND THE PARKS AND RECREATION BOARD INTO A SINGLE PARKS, RECREATION AND OPEN SPACE ADVISORY BOARD.

WHEREAS, the City of Aurora has established multiple boards and commissions to provide valuable input and engagement on matters of public interest; and

WHEREAS, the City has conducted a comprehensive review of the structure, purpose, and functionality of its boards and commissions; and

WHEREAS, the Golf Course Advisory Committee, Open Space Board, and Parks and Recreation Board each address elements of the City’s outdoor and recreational offerings and can be more effectively coordinated through a single Parks, Recreation and Open Space Advisory Board; and

WHEREAS, the City Council finds that this change will improve efficiency, reduce redundancy, and better align with current organizational needs and community engagement goals.

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

Section 1. That section 2-765 of the City Code of the City of Aurora, Colorado is hereby amended to read as follows:

The following table sets out the various authorities, boards, commissions, and committees for the City by their titles, and their location in the Code:

Title	**Location**
Art in public places commission	Ch 34, art. IV, div. 2
Aurora Fox Arts Center board	Ch. 34, art. III, div. 2
Aurora immigrant and refugee commission	Ch. 2, art. VIII, div. 4
Aurora youth commission	Ch. 2, art. VIII, div. 5
Board of adjustment and appeals	Ch. 106, art. III; Charter section 9-2
Building code and contractor's appeals and standards board	Ch. 22, art. II
Business advisory board	Ch. 26, art. II
Career service commission	Ch. 102, art. II; Charter section 9-3
Citizens' advisory budget committee	Ch. 2, art. V, div. 2

Citizens' advisory committee for housing and community development	Ch. 2, art. VIII, div. 2
Citizens' water advisory commission	Ch. 138, art. III
Civic engagement commission	Ch. 2, art. VIII, div. 6
Civil service commission	Ch. 102, art. III
Commission for older adults	Ch. 2, art. VIII, div. 2
Cultural affairs commission	Ch. 34, art. II
Election commission	Ch. 54, art. I; Charter section 2-2
General employees retirement board	Ch. 102, art. V
~~Golf course advisory committee~~	~~Ch. 98 art. IV, div. 2~~
Historic preservation commission	Ch. 78, art. II
Housing authority	Ch. 42, art. II
Human relations commission	Ch. 82, art. II
Judicial performance commission	Ch. 50, art. II, div. 2, subdiv. II
Library board	Ch. 2, art. IV, div. 6, subdiv. I; Charter section 9-4
Oil and gas advisory committee	Ch. 106, art. IV
~~Open space board~~	~~Ch. 2, art. IV, div. 9, subdiv. II~~
~~Parks and recreation board~~ **Parks, Recreation, & Open Space Advisory Board**	Ch. 98, art. ~~II~~ **I**
Planning and zoning commission	Ch. 106, art. II, Charter section 9-5
Public defender commission	Ch. 50, art. II, div. 4
Veterans' affairs commission	Ch. 2, art. VIII, div. 3

Section 2. That the City Code of the City of Aurora, Colorado, is hereby amended by adding sections to Chapter 98 Article 1, to be numbered 98-3 and 98-4 which sections shall read as follows:

Sec. 98-3. Creation and Purpose.

The Golf Course Advisory Committee, the Open Space Advisory Board, and the Parks and Recreation Board shall all be dissolved, and in their place is hereby created the Parks, Recreation, and Open Space Advisory Board, consisting of no more than 15 members, up to two (2) of which should be youth members. Youth members are those aged 14 through 20.

The purpose of the Parks, Recreation, and Open Space Advisory Board shall include, but not be limited to:

(1) Advise the City Council on such matters as shall pertain to the planning, regulation, maintenance, repair, and operation of City-owned and controlled golf courses and the play thereon.

(2) Serve as advocates for open space within the City; advise the City Council on matters pertaining to open space; recommend criteria for lands appropriate for open space consideration and recommend appropriate properties; build awareness in the community for the open space concept.

(3) Advise the Council upon such matters as shall pertain to the planning or regulation of City-owned and controlled parks, open space, golf courses, recreational areas, and facilities and recreational programs, both within and without the corporate bounds of the City.

Sec. 98-4. Organization.

Board members shall be appointed to the Parks, Recreation, and Open Space Advisory Board pursuant to Charter section 9-1 and Code sections 2-769 and 2-772. Board members must not have any financial interest in any operation of the department. Subcommittees may be appointed as necessary to accomplish their purposes and objectives.

Section 3. That Chapter 98, Article II, of the City Code of the City of Aurora, Colorado, is hereby repealed.

~~Article II. Parks and Recreation Board~~

~~Sec. 98-26. Created.~~

~~There is hereby created a parks and recreation board.~~

~~Sec. 98-27. Composition.~~

~~The parks and recreation board shall consist of nine members who shall be appointed pursuant to Charter section 9-1, and who shall be registered electors, holding no paid, elected, or appointed position with the City, or any boards of education. All terms of appointment shall be pursuant to section 2-772. Those individuals holding the offices of the city manager, the director of parks and open space department, and the director of library, recreation and television services shall be nonvoting members of the parks and recreation board. The superintendents of schools or their designated representatives who are employees of either school district of the city school system may be nonvoting members of the parks and recreation board.~~

~~Sec. 98-28. Powers.~~

~~The parks and recreation board shall have the obligation and function to advise the council upon such matters as shall pertain to the planning or regulation of city-owned and controlled parks, recreational areas, and facilities and recreational programs, both within and without the corporate bounds of the City, and the board shall have further authority to~~

~~recommend to the council the purchase of equipment for use in the various parks, playgrounds and recreational areas, either within or without the City.~~

Section 4. That Chapter 98, Article IV, Division 2 of the City Code of the City of Aurora, Colorado, is hereby repealed.

~~Article IV. Golf~~
~~Division 2.~~
~~Golf Course Advisory Committee~~

~~Sec. 98-116. Established.~~

~~There is established a golf course advisory committee for the City, referred to in this division as the committee.~~

~~Sec. 98-117. Organization.~~

~~The golf course advisory committee shall consist of 11 members. The director of the parks and open space department, and the golf course division manager thereof shall be nonvoting members of the committee.~~

~~Sec. 98-118. Qualifications.~~

~~All members of the golf course advisory committee shall be registered electors, as that term is defined by City Charter, and shall hold no other elected or appointed position with the City. Members of the committee shall serve without compensation and shall have no financial interest in the operation of the city golf courses. Persons appointed to the committee shall have an active interest in promoting the sport of golf on the city golf courses.~~

~~Sec. 98-119. Meetings.~~

~~The committee shall meet at least four times per year and additional meetings may be called at the discretion of the chairperson or upon a majority vote. To constitute a quorum for the transaction of business, six members of the committee must be present. To approve any action taken by the committee, an affirmative vote of six members thereof shall be required. The committee may adopt further rules of procedure not inconsistent with this division.~~

~~Sec. 98-120. Duties.~~

~~The golf course advisory committee shall have the responsibility and function of advising the city council on such matters as shall pertain to the planning, regulation, maintenance, repair and operation of city-owned and controlled golf courses and the play thereon.~~

Section 5. That Chapter 2, Article IV, Division 9 of the City Code of the City of Aurora, Colorado, is hereby repealed.

~~Article IV. Departments~~

~~Division 9.~~

~~Parks and Open Space Department~~

~~Subdivision I. In General~~

~~Subdivision II. Open Space Board~~

~~Sec. 2-391. Created; duties.~~

~~There is created an open space board. The responsibilities of the board members are to:~~

~~(1) Serve as advocates for open space within the City.~~

~~(2) Prepare a master plan for open space as a tool for the council to make land use decisions.~~

~~(3) Recommend criteria for lands appropriate for open space consideration and recommend appropriate properties.~~

~~(4) Build awareness in the community for the open space concept, including organizing a volunteer force who would participate in cleanups and other activities related to open space.~~

~~(5) Advise the council in development of a management plan to maintain open space.~~

~~(6) Seek and obtain private grants and public donations.~~

~~Sec. 2-392. Composition.~~

~~The open space board shall consist of nine members appointed by city council who shall be registered electors. When the council is considering the appointment of members to the board, the council shall endeavor to appoint one member from each of the council wards. The purpose of this is to provide the board with a full perspective of the entire city's open space needs through an even geographical distribution of the members.~~

~~Sec. 2-395. Reports.~~

~~The open space board shall make such reports to the city council as may be requested of them from time to time when such requests are made by a majority of the city council. All~~

~~reports or recommendations made by the board shall be advisory only to the city council and shall be presented by the chairperson of the board and shall consist of a majority report. A minority report may also be submitted by any member.~~

Section 6. The new board will begin January 1, 2026, and current members will stay in place until December 31, 2025, in order to allow a transition period, and to develop a structure and workplan to ensure that all areas previously covered by the individual boards and commissions are included and addressed.

Section 7. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 8. 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 9. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of ___________, 2025.

PASSED AND ORDERED PUBLISHED this ______ day of ____________, 2025.

____
MIKE COFFMAN, Mayor

ATTEST:

____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: *Andrea Wood* GK

ANDREA WOOD, Assistant City Attorney

Parks, Recreation, & Open Space (PROS)

Boards Consolidation

Presentation to Aurora City Council

August 11, 2025

Parks, Recreation, and Open Space

Golf Advisory Committee

Open Space Advisory Board

Parks, Recreation Advisory Board

Parks, Recreation, and Open Space Advisory Board

PROS Department

Parks, Recreation, and Open Space Advisory Board

New PROSAB highlights:

- Up to 15 members, including up to 2 youth members
- Launches 1/1/2026
- Advise PROS Department on matters pertaining to all aspects of Parks, Recreation, Open Space, Forestry, and Golf.
- Conduct public hearings for Master Plan approvals and provide recommendations on final concepts to City Council.
- Serve as the city's "Tree Board" for Tree City USA certification.
- Promote the PROS Department at various events and programs.
- Provide annual report out to PFQL Council Committee of activities.

PROSAB

Timeline & Process

Proposed Interview and Appointment Schedule*

- August 26th - Open application online and advertise vacancies
- September 12th – Application submission deadline (3 weeks)
- End of September – Conduct interviews
- October – November – Council appointment of Board Members

Interview Panel (proposed)

- Brian Green, PROS Director
- Wynter Steiger, Manager of Recreation
- Adrian Camacho, Manager of Open Space and Forestry
- Dan Wickman, Manager of Golf
- Previous board chairpersons

**Dates subject to change*

CITY OF AURORA
Council Agenda Item Continuation Page

Item Title: CONTINUATION PAGE – Consolidating the City's Arts and Cultural Boards into a Single Cultural Services Commission	
Item Initiator: Jason Batchelor, City Manager	
Staff Source: Jason Batchelor, City Manager	
Legal Source: Andrea Wood, Assistant City Attorney	
Outside Speaker: N/A	
Date of Change: N/A	

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 9/22/2025

ITEM SUMMARY ***(Brief description of changes or updates with documents included.)***

The Ordinance was updated to remove the statement that a youth member should be appointed to the commission.

ORDINANCE NO. 2025- _______

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, CONSOLIDATING THE ART IN PUBLIC PLACES COMMISSION, THE AURORA FOX ARTS CENTER BOARD, AND THE CULTURAL AFFAIRS COMMISSION INTO A SINGLE ARTS AND CULTURE COMMISSION.

WHEREAS, the City of Aurora has established multiple boards and commissions to provide valuable input and engagement on matters of public interest; and

WHEREAS, the City has conducted a comprehensive review of the structure, purpose, and functionality of its boards and commissions; and

WHEREAS, the Art in Public Places Commission, the Aurora Fox Arts Center Board, and the Cultural Affairs Commission all provide overlapping input related to arts, culture, and community engagement, and can be more efficiently and effectively served by a consolidated Arts and Culture Commission; and

WHEREAS, the City Council finds that this change will improve efficiency, reduce redundancy, and better align with current organizational needs and community engagement goals.

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

Section 1. That section 2-765 of the City Code of the City of Aurora, Colorado is hereby amended to read as follows:

The following table sets out the various authorities, boards, commissions, and committees for the City by their titles, and their location in the Code:

Title	**Location**
~~Art in public places commission~~	~~Ch 34, art. IV, div. 2~~
~~Aurora Fox Arts Center board~~	~~Ch. 34, art. III, div. 2~~
Aurora immigrant and refugee commission	Ch. 2, art. VIII, div. 4
Aurora youth commission	Ch. 2, art. VIII, div. 5
Board of adjustment and appeals	Ch. 106, art. III; Charter section 9-2
Building code and contractor's appeals and standards board	Ch. 22, art. II
Business advisory board	Ch. 26, art. II
Career service commission	Ch. 102, art. II; Charter section 9-3

Citizens' advisory budget committee	Ch. 2, art. V, div. 2
Citizens' advisory committee for housing and community development	Ch. 2, art. VIII, div. 2
Citizens' water advisory commission	Ch. 138, art. III
Civic engagement commission	Ch. 2, art. VIII, div. 6
Civil service commission	Ch. 102, art. III
Commission for older adults	Ch. 2, art. VIII, div. 2
~~Cultural affairs commission~~ **Arts and Culture Commission**	Ch. 34, art. ~~II~~ **I**
Election commission	Ch. 54, art. I; Charter section 2-2
General employees retirement board	Ch. 102, art. V
Golf course advisory committee	Ch. 98 art. IV, div. 2
Historic preservation commission	Ch. 78, art. II
Housing authority	Ch. 42, art. II
Human relations commission	Ch. 82, art. II
Judicial performance commission	Ch. 50, art. II, div. 2, subdiv. II
Library board	Ch. 2, art. IV, div. 6, subdiv. I; Charter section 9-4
Oil and gas advisory committee	Ch. 106, art. IV
Open space board	Ch. 2, art. IV, div. 9, subdiv. II
Parks and recreation board	Ch. 98, art. II
Planning and zoning commission	Ch. 106, art. II, Charter section 9-5
Public defender commission	Ch. 50, art. II, div. 4
Veterans' affairs commission	Ch. 2, art. VIII, div. 3

Section 2. That Chapter 34, Article I of the City Code of the City of Aurora, Colorado, is hereby amended to add sections 34-1 through 34-4 and shall read as follows:

Article I. ~~In General~~ **Arts and Culture Commission**

Sec. 34-1 Creation and objectives.
Sec. 34-2 Organization.
Sec. 34-3 Review.
Sec. 34-4 Implementation of City's public art policy
Sec. 34-5 through 34-60 Reserved

Sec. 34-1. Creation and objectives

The Art in Public Places Commission, the Aurora Fox Arts Center Board, and the Cultural Affairs Commission shall all be dissolved, and in their place is hereby created the Arts and Culture Commission, with no more than 15 members. A majority of the total current members of the commission shall constitute a quorum.

The Arts and Culture Commission has the following objectives:

1) **To assist, advise, and make recommendations to the Director of Library & Cultural Services and the City Council on arts and culture matters, and promote awareness, understanding, advocacy, and appreciation for the value of arts and culture in the community;**
2) **To advise on the city's Art in Public Places policies, procedures, and program, including serving on arts selection panels;**
3) **Ensure best practices for facilities, public art, and cultural programming. This may include providing assistance, advice, and recommendations regarding the following programs, facilities, and plans:**

    - **Art in Public Places**
    - **Aurora Dance Arts**
    - **Aurora Cultural Arts District**
    - **Aurora Fox Art Center**
    - **Aurora History Museum and Historic Sites**
    - **Bicentennial Art Center**
    - **Cultural Arts Education**
    - **The People's Building**

4) **To support the development and implementation of various plans and initiatives, including cultural plans, department or division strategic plans, or citywide planning efforts;**
5) **To encourage a diverse cross-section of City residents to participate in the City's arts and culture programs and initiatives;**
6) **To review proposals for funding and recognition, as requested by the Director of Library & Cultural Services;**
7) **Support resource development for the cultural services division of the Library & Cultural Services department; and**
8) **To serve as advocates, ambassadors, and promoters of arts and culture to elected officials, city staff, stakeholders, and community members.**

Sec. 34-2. Organization.

Commissioners on the Arts and Culture Commission shall be appointed pursuant to Charter section 9-1 and Code section 2-772. Commissioners must either reside or work in the City of Aurora or unincorporated Aurora and shall be appointed so as to represent different interests in the community, and at least one member shall be from the visual arts field. Subcommittees may be appointed as necessary to accomplish the objectives.

Sec. 34-3. Review.

The Arts and Culture Commission shall have the authority to select artwork for display, remove artwork previously displayed, promulgate criteria for selection of artwork and artists, arrange for funding and take any other action necessary to carry out its

purposes for projects under $50,000.00 and shall serve as advisory for projects over $50,000.00 pursuant to section 34-131.

Sec. 34-4. Implementation of the City's public art policy.

The Arts and Culture Commission shall continually review public art policies from other municipalities and governmental entities in the United States, shall consider the particular needs and interests of the city and its citizens, shall obtain input from interested organizations and individuals, and shall maintain a detailed public arts policy approved in accordance with the prevailing city policy. Such policy shall address funding mechanisms, art selection criteria, artist selection criteria, site selection criteria, display guidelines, maintenance and repair policies, and all other relevant issues. In addition, the commission shall include guidelines for the ongoing operation of the commission as primary resource for the development and arbiter for the selection of public art in the City.

Section 3. That Chapter 34 Article II of the City Code of the City of Aurora, Colorado, is hereby repealed.

~~Article II. Cultural Affairs Commission.~~

~~Sec. 34-26. Purpose.~~

~~There is created a cultural affairs commission. The purpose of this commission is to provide for ongoing systematic planning for the development of cultural arts activities within the city and to implement the arts plan established by Resolution 93-25.~~

~~Sec. 34-27. Definitions.~~

~~The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~*Arts community* means persons who create art or who have served on arts organization boards, either advising or governing, or who are involved in arts education or arts administration and includes representatives of businesses or other organizations with an interest in promoting the arts.~~

~~*Arts plan* means the Aurora Community Arts Plan established by Resolution 93-25.~~

~~*Commission* means the city cultural affairs commission.~~

~~Sec. 34-28. Composition.~~

~~The cultural affairs commission shall be composed of 11 members, who shall be appointed pursuant to Charter section 9-1. Commission members shall be drawn from active participants in~~

~~various aspects of the arts community and shall include at least one member from the Aurora Arts and Humanities Council, one member from the art in public places commission, one member from the Aurora Fox Arts Center Board, and one member from the Business for the Arts Council of the Chamber of Commerce.~~

~~Sec. 34-29., 34-30. Reserved.~~

~~Sec. 34-31. Powers and duties.~~

~~(1) Set priorities for the implementation of the arts plan, including an annual review of the plan.~~

~~(2) Plan and coordinate the implementation of the arts plan in cooperation with the community.~~

~~(3) Promote access and support for a variety of cultural arts programs to all populations and sections of the City.~~

~~(4) Initiate, sponsor, or conduct, in cooperation with other public or private organizations, programs to further the development and public awareness of and interest in the cultural arts, including but not limited to the goals and objectives of the original arts plan.~~

~~(5) Expend and administer, subject to Charter and other ordinance provisions, appropriated and budgeted funds for the commission.~~

~~(6) Apply for and accept gifts, grants, funds, contributions, and bequests in furtherance of the purposes of this article from individuals, and public and private entities, agencies, foundations, trusts, corporations, and other organizations or institutions.~~

~~(7) Submit to the city council, no less than semiannually, a summary of activities and a progress report in addition to any other matters of concern to the city council.~~

~~(8) Such other powers and duties as are appropriate in carrying out the purposes of this article and as set forth in reports or recommendations adopted by the city council.~~

~~Sec. 34-32. Appointment of officers and adoption of rules.~~

~~(a) The cultural affairs commission shall organize, adopt administrative rules and procedures, and elect from its members such officers as it shall deem necessary to accomplish its purposes. Officers of the commission shall be elected for one-year terms. No officer shall serve in the same capacity for more than two consecutive terms.~~

~~(b) The chairperson may appoint such standing or special committees as the commission shall determine necessary or useful in carrying out its purposes and powers. The purpose, term, and members of each committee shall be determined by the chairperson. All committees shall include at least one commissioner.~~

Section 4. That Chapter 34 Article III of the City Code of the City of Aurora, Colorado, is hereby repealed.

~~Article III. Aurora Fox Arts Center.~~

~~Division 1. Generally~~

~~Sec. 34-62 through 34-90. Reserved.~~

~~Division 2. Aurora Fox Arts Center Board.~~

~~Sec. 34-91. Established.~~

~~There is established an Aurora Fox Arts Center Board for the City, referred to in this division as the board. The board shall have the responsibility and function of advising the city council and the director of library, recreation and cultural services on such matters as shall pertain to the planning, regulation, maintenance, repair and operation of the Aurora Fox Arts Center.~~

~~Sec. 34-92. Qualifications; membership.~~

~~The board shall consist of 15 members. Ten members of the board shall be residents of the City. The other five members may include nonresident owners of property or businesses in the City or nonresidents employed in the City. This section shall be an exception to the requirement in section 2-769 of this Code. Persons appointed to the board shall have an active interest in promoting the arts, activities and programs of the Aurora Fox Arts Center.~~

~~Sec. 34-93. Terms; appointment.~~

~~The term of appointment for the voting members of the Aurora Fox Arts Center Board shall be as provided in Charter section 9-1 and Code section 2-772.~~

~~Sec. 34-94. Reserved.~~

~~Sec. 34-95. Organization; meeting.~~

~~(a) The board shall be organized pursuant to Charter section 9-1 and Code section 2-768. The board shall meet at least four times per year and additional meetings may be called at the discretion of the chair or upon a majority vote.~~

~~(b) To constitute a quorum for the transaction of business, one more than half of the current board membership must be present. To approve any action taken by the board, an affirmative vote of the majority of the voting members constituting the quorum shall be required.~~

~~Sec. 34-96. Supplies and support.~~

~~The director of library, recreation and cultural services shall provide records, information, supplies, clerical and technical support, financial and budget support and administrative staff support as requested by the Aurora Fox Arts Center Board, provided that such requests shall be reasonable both as to their extent and content so as not to place an undue burden upon the library, recreation and cultural services department or the City.~~

~~Sec. 34-97. Reports.~~

~~The Aurora Fox Arts Center Board shall make at least one annual report to the city council on or before January 15 of each calendar year. The board shall also make such other reports to the council as may be requested of them from time to time upon the request of a majority of the council. All reports or recommendations made by the board shall be advisory only to the city council~~

Section 5. The new commission will begin January 1, 2026, and current members will stay in place until December 31, 2025, in order to allow a transition period, and to develop a structure and workplan to ensure that all areas previously covered by the individual boards and commissions are included and addressed.

Section 6. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 7. 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 8. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of ___________, 2025.

PASSED AND ORDERED PUBLISHED this ______ day of ____________, 2025.

____
MIKE COFFMAN, Mayor

ATTEST:

____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Andrea Wood AK

ANDREA WOOD, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Consolidating the City's Arts and Cultural Boards into a Single Cultural Services Commission
Item Initiator: Jason Batchelor, City Manager
Staff Source/Legal Source: Jason Batchelor, City Manager / Andrea Wood, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 9/22/2025

2nd Regular Meeting (if applicable): 10/6/2025

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

2025-77 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, CONSOLIDATING THE ART IN PUBLIC PLACES COMMISSION, THE AURORA FOX ARTS CENTER BOARD, AND THE CULTURAL AFFAIRS COMMISSION INTO A SINGLE ARTS AND CULTURE COMMISSION
Jason Batchelor, City Manager / Andrea Wood, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☒ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☐ Minutes Attached

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

N/A

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

This Ordinance consolidates the Art in Public Places Commission, the Aurora Fox Arts Center Board, and the Cultural Affairs Commission to create a new Arts and Culture Commission.

FISCAL IMPACT

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

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

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

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

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

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

QUESTIONS FOR COUNCIL

Does Council wish to support the Ordinance?

LEGAL COMMENTS

The council shall have all legislative powers of the city and all other powers of a home rule city not specifically limited by the Constitution of the State of Colorado and not specifically limited or conferred upon others by this Charter. It shall have the power to enact and provide for the enforcement of all ordinances necessary to protect life, health and property; to declare, prevent and summarily abate and remove nuisances; to preserve and enforce good government, general welfare, order and security of the city and the inhabitants thereof; to enact by ordinance provisions for fines and/or imprisonment, or other punishment, for each and every violation of ordinances or regulations duly passed by council; to provide for the granting of probation and the conditional suspension of sentences by the municipal court; and to delegate to boards and commissions, within limitations of the Constitution and this Charter, such functions, powers and authority of the city as it deems proper and advisable. (Article 3-9 Aurora City Charter) (Wood)

ORDINANCE NO. 2025- _______

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, CONSOLIDATING THE ART IN PUBLIC PLACES COMMISSION, THE AURORA FOX ARTS CENTER BOARD, AND THE CULTURAL AFFAIRS COMMISSION INTO A SINGLE ARTS AND CULTURE COMMISSION.

WHEREAS, the City of Aurora has established multiple boards and commissions to provide valuable input and engagement on matters of public interest; and

WHEREAS, the City has conducted a comprehensive review of the structure, purpose, and functionality of its boards and commissions; and

WHEREAS, the Art in Public Places Commission, the Aurora Fox Arts Center Board, and the Cultural Affairs Commission all provide overlapping input related to arts, culture, and community engagement, and can be more efficiently and effectively served by a consolidated Arts and Culture Commission; and

WHEREAS, the City Council finds that this change will improve efficiency, reduce redundancy, and better align with current organizational needs and community engagement goals.

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

Section 1. That section 2-765 of the City Code of the City of Aurora, Colorado is hereby amended to read as follows:

The following table sets out the various authorities, boards, commissions, and committees for the City by their titles, and their location in the Code:

Title	**Location**
~~Art in public places commission~~	~~Ch 34, art. IV, div. 2~~
~~Aurora Fox Arts Center board~~	~~Ch. 34, art. III, div. 2~~
Aurora immigrant and refugee commission	Ch. 2, art. VIII, div. 4
Aurora youth commission	Ch. 2, art. VIII, div. 5
Board of adjustment and appeals	Ch. 106, art. III; Charter section 9-2
Building code and contractor's appeals and standards board	Ch. 22, art. II
Business advisory board	Ch. 26, art. II
Career service commission	Ch. 102, art. II; Charter section 9-3

Citizens' advisory budget committee	Ch. 2, art. V, div. 2
Citizens' advisory committee for housing and community development	Ch. 2, art. VIII, div. 2
Citizens' water advisory commission	Ch. 138, art. III
Civic engagement commission	Ch. 2, art. VIII, div. 6
Civil service commission	Ch. 102, art. III
Commission for older adults	Ch. 2, art. VIII, div. 2
~~Cultural affairs commission~~ **Arts and Culture Commission**	Ch. 34, art. ~~II~~ **I**
Election commission	Ch. 54, art. I; Charter section 2-2
General employees retirement board	Ch. 102, art. V
Golf course advisory committee	Ch. 98 art. IV, div. 2
Historic preservation commission	Ch. 78, art. II
Housing authority	Ch. 42, art. II
Human relations commission	Ch. 82, art. II
Judicial performance commission	Ch. 50, art. II, div. 2, subdiv. II
Library board	Ch. 2, art. IV, div. 6, subdiv. I; Charter section 9-4
Oil and gas advisory committee	Ch. 106, art. IV
Open space board	Ch. 2, art. IV, div. 9, subdiv. II
Parks and recreation board	Ch. 98, art. II
Planning and zoning commission	Ch. 106, art. II, Charter section 9-5
Public defender commission	Ch. 50, art. II, div. 4
Veterans' affairs commission	Ch. 2, art. VIII, div. 3

Section 2. That Chapter 34, Article I of the City Code of the City of Aurora, Colorado, is hereby amended to add sections 34-1 through 34-4 and shall read as follows:

Article I. ~~In General~~ **Arts and Culture Commission**

Sec. 34-1 Creation and objectives.
Sec. 34-2 Organization.
Sec. 34-3 Review.
Sec. 34-4 Implementation of City's public art policy
Sec. 34-5 through 34-60 Reserved

Sec. 34-1. Creation and objectives

The Art in Public Places Commission, the Aurora Fox Arts Center Board, and the Cultural Affairs Commission shall all be dissolved, and in their place is hereby created the Arts and Culture Commission, with no more than 15 members, one (1) of which should be

a non-voting youth member. Youth members are those aged 14 through 20. A majority of the total current members of the commission shall constitute a quorum.

The Arts and Culture Commission has the following objectives:

1) **To assist, advise, and make recommendations to the Director of Library & Cultural Services and the City Council on arts and culture matters, and promote awareness, understanding, advocacy, and appreciation for the value of arts and culture in the community;**
2) **To advise on the city's Art in Public Places policies, procedures, and program, including serving on arts selection panels;**
3) **Ensure best practices for facilities, public art, and cultural programming. This may include providing assistance, advice, and recommendations regarding the following programs, facilities, and plans:**

    - **Art in Public Places**
    - **Aurora Dance Arts**
    - **Aurora Cultural Arts District**
    - **Aurora Fox Art Center**
    - **Aurora History Museum and Historic Sites**
    - **Bicentennial Art Center**
    - **Cultural Arts Education**
    - **The People's Building**

4) **To support the development and implementation of various plans and initiatives, including cultural plans, department or division strategic plans, or citywide planning efforts;**
5) **To encourage a diverse cross-section of City residents to participate in the City's arts and culture programs and initiatives;**
6) **To review proposals for funding and recognition, as requested by the Director of Library & Cultural Services;**
7) **Support resource development for the cultural services division of the Library & Cultural Services department; and**
8) **To serve as advocates, ambassadors, and promoters of arts and culture to elected officials, city staff, stakeholders, and community members.**

Sec. 34-2. Organization.

Commissioners on the Arts and Culture Commission shall be appointed pursuant to Charter section 9-1 and Code section 2-772. Commissioners must either reside or work in the City of Aurora or unincorporated Aurora and shall be appointed so as to represent different interests in the community, and at least one member shall be from the visual arts field. Subcommittees may be appointed as necessary to accomplish the objectives.

Sec. 34-3. Review.

The Arts and Culture Commission shall have the authority to select artwork for display, remove artwork previously displayed, promulgate criteria for selection of artwork and artists, arrange for funding and take any other action necessary to carry out its purposes for projects under $50,000.00 and shall serve as advisory for projects over $50,000.00 pursuant to section 34-131.

Sec. 34-4. Implementation of the City's public art policy.

The Arts and Culture Commission shall continually review public art policies from other municipalities and governmental entities in the United States, shall consider the particular needs and interests of the city and its citizens, shall obtain input from interested organizations and individuals, and shall maintain a detailed public arts policy approved in accordance with the prevailing city policy. Such policy shall address funding mechanisms, art selection criteria, artist selection criteria, site selection criteria, display guidelines, maintenance and repair policies, and all other relevant issues. In addition, the commission shall include guidelines for the ongoing operation of the commission as primary resource for the development and arbiter for the selection of public art in the City.

Section 3. That Chapter 34 Article II of the City Code of the City of Aurora, Colorado, is hereby repealed.

~~Article II. Cultural Affairs Commission.~~

~~Sec. 34-26. Purpose.~~

~~There is created a cultural affairs commission. The purpose of this commission is to provide for ongoing systematic planning for the development of cultural arts activities within the city and to implement the arts plan established by Resolution 93-25.~~

~~Sec. 34-27. Definitions.~~

~~The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~*Arts community* means persons who create art or who have served on arts organization boards, either advising or governing, or who are involved in arts education or arts administration and includes representatives of businesses or other organizations with an interest in promoting the arts.~~

~~*Arts plan* means the Aurora Community Arts Plan established by Resolution 93-25.~~

~~*Commission* means the city cultural affairs commission.~~

~~Sec. 34-28. Composition.~~

~~The cultural affairs commission shall be composed of 11 members, who shall be appointed pursuant to Charter section 9-1. Commission members shall be drawn from active participants in various aspects of the arts community and shall include at least one member from the Aurora Arts and Humanities Council, one member from the art in public places commission, one member from the Aurora Fox Arts Center Board, and one member from the Business for the Arts Council of the Chamber of Commerce.~~

~~Sec. 34-29., 34-30. Reserved.~~

~~Sec. 34-31. Powers and duties.~~

~~(1) Set priorities for the implementation of the arts plan, including an annual review of the plan.~~

~~(2) Plan and coordinate the implementation of the arts plan in cooperation with the community.~~

~~(3) Promote access and support for a variety of cultural arts programs to all populations and sections of the City.~~

~~(4) Initiate, sponsor, or conduct, in cooperation with other public or private organizations, programs to further the development and public awareness of and interest in the cultural arts, including but not limited to the goals and objectives of the original arts plan.~~

~~(5) Expend and administer, subject to Charter and other ordinance provisions, appropriated and budgeted funds for the commission.~~

~~(6) Apply for and accept gifts, grants, funds, contributions, and bequests in furtherance of the purposes of this article from individuals, and public and private entities, agencies, foundations, trusts, corporations, and other organizations or institutions.~~

~~(7) Submit to the city council, no less than semiannually, a summary of activities and a progress report in addition to any other matters of concern to the city council.~~

~~(8) Such other powers and duties as are appropriate in carrying out the purposes of this article and as set forth in reports or recommendations adopted by the city council.~~

~~Sec. 34-32. Appointment of officers and adoption of rules.~~

~~(a) The cultural affairs commission shall organize, adopt administrative rules and procedures, and elect from its members such officers as it shall deem necessary to accomplish its purposes. Officers of the commission shall be elected for one-year terms. No officer shall serve in the same capacity for more than two consecutive terms.~~

~~(b) The chairperson may appoint such standing or special committees as the commission shall determine necessary or useful in carrying out its purposes and powers. The purpose, term, and members of each committee shall be determined by the chairperson. All committees shall include at least one commissioner.~~

<u>Section 4.</u> That Chapter 34 Article III of the City Code of the City of Aurora, Colorado, is hereby repealed.

~~Article III. Aurora Fox Arts Center.~~

~~Division 1. Generally~~

~~Sec. 34-62 through 34-90. Reserved.~~

~~Division 2. Aurora Fox Arts Center Board.~~

~~Sec. 34-91. Established.~~

~~There is established an Aurora Fox Arts Center Board for the City, referred to in this division as the board. The board shall have the responsibility and function of advising the city council and the director of library, recreation and cultural services on such matters as shall pertain to the planning, regulation, maintenance, repair and operation of the Aurora Fox Arts Center.~~

~~Sec. 34-92. Qualifications; membership.~~

~~The board shall consist of 15 members. Ten members of the board shall be residents of the City. The other five members may include nonresident owners of property or businesses in the City or nonresidents employed in the City. This section shall be an exception to the requirement in section 2-769 of this Code. Persons appointed to the board shall have an active interest in promoting the arts, activities and programs of the Aurora Fox Arts Center.~~

~~Sec. 34-93. Terms; appointment.~~

~~The term of appointment for the voting members of the Aurora Fox Arts Center Board shall be as provided in Charter section 9-1 and Code section 2-772.~~

~~Sec. 34-94. Reserved.~~

~~Sec. 34-95. Organization; meeting.~~

~~(a) The board shall be organized pursuant to Charter section 9-1 and Code section 2-768. The board shall meet at least four times per year and additional meetings may be called at the discretion of the chair or upon a majority vote.~~

~~(b) To constitute a quorum for the transaction of business, one more than half of the current board membership must be present. To approve any action taken by the board, an affirmative vote of the majority of the voting members constituting the quorum shall be required.~~

~~Sec. 34-96. Supplies and support.~~

~~The director of library, recreation and cultural services shall provide records, information, supplies, clerical and technical support, financial and budget support and administrative staff support as requested by the Aurora Fox Arts Center Board, provided that such requests shall be~~

~~reasonable both as to their extent and content so as not to place an undue burden upon the library, recreation and cultural services department or the City.~~

~~Sec. 34-97. Reports.~~

~~The Aurora Fox Arts Center Board shall make at least one annual report to the city council on or before January 15 of each calendar year. The board shall also make such other reports to the council as may be requested of them from time to time upon the request of a majority of the council. All reports or recommendations made by the board shall be advisory only to the city council~~

Section 5. The new commission will begin January 1, 2026, and current members will stay in place until December 31, 2025, in order to allow a transition period, and to develop a structure and workplan to ensure that all areas previously covered by the individual boards and commissions are included and addressed.

Section 6. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 7. 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 8. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of ___________, 2025.

PASSED AND ORDERED PUBLISHED this ______ day of ____________, 2025.

____
MIKE COFFMAN, Mayor

ATTEST:

____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Andrea Wood GK

ANDREA WOOD, Assistant City Attorney

Boards & Commissions Consolidation

Presentation to Aurora City Council

August 11, 2025

LIBRARY AND CULTURAL SERVICES

Three ordinances

LIBRARY AND CULTURAL SERVICES

01

Arts & Culture Commission: Eliminates three boards and commissions to create the Arts & Culture Commission

02

APL Board of Trustees: Expands number of seats, up to 15 with one youth commissioner

03

Art in Public Places: Updates language to reflect duties conducted by staff, not commissioners

Arts & Culture Commission: Transition Plan

Current State

Three separate boards and commissions

- Cultural Affairs Commission
- AIPP Commission
- Aurora Fox Advisory Board

Council directive to consolidate

All sunset 12/31/2025

Future State

Arts & Culture Commission

- Up to 15 members, including one youth and one working artist
- Launches 1/1/2026
- Advise on the city's Art in Public Places policies, procedures, and program, including serving on arts selection panels
- Provides assistance, advice, and recommendations regarding the following programs, facilities, and plans:
  - Art in Public Places
  - Aurora Cultural Arts District
  - Aurora Fox Art Center
  - Aurora History Museum and Historic Sites
  - Cultural Arts: Bicentennial Arts Center, Aurora Dance Arts, Arts Education programs
  - The People's Building

LIBRARY AND CULTURAL SERVICES

Timeline & Process

Arts and Culture Commission
Proposed Interview and Appointment Schedule*

- August 26th - Open application online and advertise vacancies
- September 12th – Application submission deadline (3 weeks)
- End of September – Conduct interviews
- October – November – Council appointment of Commission Members

Interview Panel

- Ginger White Brunetti, LCS Director
- Abraham Morales, LCS
- Roberta Bloom, AIPP
- Tone Ellis de Jesus, chairperson, Cultural Affairs Commission

**Dates subject to change*

LIBRARY AND CULTURAL SERVICES

CITY OF AURORA
Council Agenda Item Continuation Page

Item Title: CONTINUATION PAGE – Amending Membership Provisions for the Library Board	
Item Initiator: Jason Batchelor, City Manager	
Staff Source: Jason Batchelor, City Manager	
Legal Source: Andrea Wood, Assistant City Attorney	
Outside Speaker: N/A	
Date of Change: N/a	

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 9/22/2025

ITEM SUMMARY ***(Brief description of changes or updates with documents included.)***

The Ordinance was updated to remove the statement that youth members should be appointed to the board.

ORDINANCE NO. 2025- _______

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 2-297 OF THE AURORA CITY CODE CONCERNING MEMBERS OF THE LIBRARY BOARD.

WHEREAS, public libraries serve as vital centers for learning, literacy, and community engagement for all residents; and

WHEREAS, the City Council recognizes the value of diverse representation on its boards and commissions to better reflect and respond to the community's needs; and

WHEREAS, the City Council finds it beneficial to expand the membership of the Library Board to include additional members, thereby increasing community involvement; and

WHEREAS, the City Council desires to amend the composition of the Library Board accordingly.

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

Section 1. The City Code of the City of Aurora, Colorado, Section 2-297 is hereby amended to read as follows:

Sec. 2-297. Library Board.

The library board shall consist of ~~seven~~ **up to fifteen** members**.** No library board member shall serve more than two consecutive terms. The library board shall have the power to recommend to the city council such rules and regulations as it shall deem necessary to govern and prescribe the use of the public library and its facilities by the public, and the violation of any such rules and regulations shall be deemed a violation of this Code. **A majority of the total current members of the commission shall constitute a quorum.**

Section 3. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 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.

Section 5. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of ___________, 2025.

PASSED AND ORDERED PUBLISHED this ______ day of ____________, 2025.

____
Mike Coffman, Mayor

ATTEST:

____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Andrea Wood MK
ANDREA WOOD, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Amending Membership Provisions for the Library Board	
Item Initiator: Jason Batchelor, City Manager	
Staff Source/Legal Source: Jason Batchelor, City Manager / Andrea Wood, Assistant City Attorney	
Outside Speaker: N/A	
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.	

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 9/22/2025

2nd Regular Meeting (if applicable): 10/6/2025

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

2025-79 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 2-297 OF THE AURORA CITY CODE CONCERNING MEMBERS OF THE LIBRARY BOARD
Jason Batchelor, City Manager / Andrea Wood, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as Proposed at Study Session

☐ Information Only

☒ Approve Item as Proposed at Regular Meeting

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☐ Minutes Attached

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

N/A

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

This Ordinance amends the membership provisions for the Library Board with regard to number of members and including a youth member.

FISCAL IMPACT

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

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

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

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

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

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

QUESTIONS FOR COUNCIL

Does Council with to support the Ordinance?

LEGAL COMMENTS

The council shall have all legislative powers of the city and all other powers of a home rule city not specifically limited by the Constitution of the State of Colorado and not specifically limited or conferred upon others by this Charter. It shall have the power to enact and provide for the enforcement of all ordinances necessary to protect life, health and property; to declare, prevent and summarily abate and remove nuisances; to preserve and enforce good government, general welfare, order and security of the city and the inhabitants thereof; to enact by ordinance provisions for fines and/or imprisonment, or other punishment, for each and every violation of ordinances or regulations duly passed by council; to provide for the granting of probation and the conditional suspension of sentences by the municipal court; and to delegate to boards and commissions, within limitations of the Constitution and this Charter, such functions, powers and authority of the city as it deems proper and advisable. (Article 3-9 Aurora City Charter) (Wood)

ORDINANCE NO. 2025- _______

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 2-297 OF THE AURORA CITY CODE CONCERNING MEMBERS OF THE LIBRARY BOARD.

WHEREAS, public libraries serve as vital centers for learning, literacy, and community engagement for residents of all ages; and

WHEREAS, the City Council recognizes the value of diverse representation on its boards and commissions to better reflect and respond to the community's needs; and

WHEREAS, the City Council finds it beneficial to expand the membership of the Library Board to include additional adult members and designated youth members, thereby increasing community involvement and intergenerational perspectives; and

WHEREAS, the City Council desires to amend the composition of the Library Board accordingly and to establish guidelines for youth appointments consistent with the City's commitment to youth engagement and public service.

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

Section 1. The City Code of the City of Aurora, Colorado, Section 2-297 is hereby amended to read as follows:

Sec. 2-297. Library Board.

The library board shall consist of ~~seven~~ **up to fifteen** members, **including up to one (1) non-voting youth member**. **Youth members are those aged 14 through 20.** No library board member shall serve more than two consecutive terms. The library board shall have the power to recommend to the city council such rules and regulations as it shall deem necessary to govern and prescribe the use of the public library and its facilities by the public, and the violation of any such rules and regulations shall be deemed a violation of this Code. **A majority of the total current members of the commission shall constitute a quorum.**

Section 3. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 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.

Section 5. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of ___________, 2025.

PASSED AND ORDERED PUBLISHED this ______ day of ____________, 2025.

____
Mike Coffman, Mayor

ATTEST:

____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Andrea Wood MK
ANDREA WOOD, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Updating the Art in Public Places Program to Reflect Current Practices	
Item Initiator: Jason Batchelor, City Manager	
Staff Source/Legal Source: Jason Batchelor, City Manager / Andrea Wood, Assistant City Attorney	
Outside Speaker: N/A	
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.	

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 9/22/2025

2nd Regular Meeting (if applicable): 10/6/2025

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

2025-81 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING CHAPTER 34, ARTICLE IV OF THE CITY CODE TO UPDATE THE PURPOSE AND FUNCTION OF THE ARTS IN PUBLIC PLACES PROGRAMS
Jason Batchelor, City Manager / Andrea Wood, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as Proposed at Study Session

☐ Information Only

☒ Approve Item as Proposed at Regular Meeting

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☐ Minutes Attached

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

N/A

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

This Ordinance updates the Art in Public Places Program.

FISCAL IMPACT

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

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

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

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

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

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

QUESTIONS FOR COUNCIL

Does Council wish to support the Ordinance?

LEGAL COMMENTS

The council shall have all legislative powers of the city and all other powers of a home rule city not specifically limited by the Constitution of the State of Colorado and not specifically limited or conferred upon others by this Charter. It shall have the power to enact and provide for the enforcement of all ordinances necessary to protect life, health and property; to declare, prevent and summarily abate and remove nuisances; to preserve and enforce good government, general welfare, order and security of the city and the inhabitants thereof; to enact by ordinance provisions for fines and/or imprisonment, or other punishment, for each and every violation of ordinances or regulations duly passed by council; to provide for the granting of probation and the conditional suspension of sentences by the municipal court; and to delegate to boards and commissions, within limitations of the Constitution and this Charter, such functions, powers and authority of the city as it deems proper and advisable. (Article 3-9 Aurora City Charter) (Wood)

ORDINANCE NO. 2025- _______

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING CHAPTER 34, ARTICLE IV OF THE CITY CODE TO UPDATE THE PURPOSE AND FUNCTION OF THE ARTS IN PUBLIC PLACES PROGRAM.

WHEREAS, the City of Aurora has established an Arts in Public Places Program to promote the cultural, aesthetic, and economic vitality of the community through the placement of public art; and

WHEREAS, public art contributes to the identity and unique character of the City and enhances the quality of life for residents and visitors alike; and

WHEREAS, since its original adoption, the Arts in Public Places Program has matured in scope and impact, necessitating updates to reflect current best practices and community expectations; and

WHEREAS, the City Council desires to update the program's purpose, including its role in supporting diverse artists, engaging the community, and integrating art into public spaces and capital improvement projects.

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

Section 1. That Chapter 34 Article IV of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Article IV. Art in Public Places

Division 1. Generally

Sec. 34-126 Definitions.
Sec. 34-127 Purpose.
Sec. 34-128 Funds for works of art.
Sec. 34-129 Account established.
Sec. 34-130 Limited use of funds.
Sec. 34-131 Art and site selection standards.
Sec. 34-132 Artist selection.
Sec. 34-133 Maintenance and repair policies.
Sec. 34-134 Relocation and removal of art.
Sec. 34-135 Display on private property.
Sec. 34-136 through 34-165 Reserved.

Sec. 34-126. Definitions

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Art in public places means any work of art displayed in an open city-owned or leased area, on the exterior of any city-owned or leased facility, inside any city-owned or leased facility, or on noncity property, if financed either wholly or in part with city funds or by grants procured by the City.

City collection refers to works of art owned by the City.

Commission means the ~~city art in public places~~ commission **Arts and Culture Commission**, created and defined in section 34-1~~66~~.

Construction cost means the budgeted cost of any construction project, including any contingency reserve, but excluding land acquisition costs, engineering and administrative costs, costs of fees and permits, interest during construction, advertising and legal fees.

Construction project means the construction, rehabilitation, renovation, remodeling, equipping or improvement of any public building, street, park, or other public improvement by or for the City, within the city limits, including without limitation all associated landscaping, parking areas and similar areas or facilities, but excluding utilities projects and any other improvements exempted by the city council.

Reserve account means the art in public places reserve account established for administering, acquiring, and maintaining works of art for the city collection.

Work of art includes but is not limited to sculpture, monument, mural, fresco, bas-relief, painting, fountain, mosaic, ceramic, weaving, carving, and stained glass.

Sec. 34-127. Purpose.

The purpose of this article is to provide a means to fund the acquisition of works of art in public places owned or leased by the City, which works of art shall become part of a city collection; to establish procedures for the selection of works of art for the city collection; to provide for the display of works of art in the city collection; and to provide for the administration, collections management, maintenance and repair of art in the city collection.

Sec. 34-128. Funds for works of art.

Commencing with those construction projects included in the appropriation and budget process in 1994 for construction thereafter, there shall be included in all estimates of necessary expenditures and all requests for authorization of appropriations for construction, an amount for works of art equal to one percent of the construction costs. This shall apply to all construction projects within the city limits with a construction cost of $100,000 or more. If any project is partially funded from any source which precludes art as an object of expenditure of funds, then this section shall apply only to the amount of funds not so restricted. The one-percent funds shall be deposited into the art in public places reserve account except in the event of a specific requirement as set forth in section 34-129, in which case all funds not subject to the requirement shall be placed in the art in public places reserve account.

Sec. 34-129. Account established.

There is established a reserve account, to be known as the art in public places reserve account. The reserve account shall be credited with the funds set aside for works of art from construction projects and with all other funds for art in public places, whether earned, contributed, secured through grants or otherwise obtained. In fiscal years 2011 and 2012, up to and including 35 percent of the funds appropriated from the reserve account may be designated for administration, collection management, maintenance, and repair. In fiscal years 2013 and thereafter, up to and including 25 percent of the funds appropriated from the reserve account may be designated for administration, collection management, maintenance, and repair. For bond-financed capital improvement projects, 100 percent of the funds credited to the reserve account shall be expended for the acquisition of art. Separate accounts shall be established within the art in public places reserve account when necessary to comply with special requirements concerning but not limited to:

(1) Geographic location;

(2) Specific project limitations;

(3) Separate accounting procedures;

(4) Grant reporting or funding procedures;

(5) Special improvement districts; or

(6) City bond issues.

Sec. 34-130. Limited use of funds.

The art in public places fund shall not be used for:

(1) Reproductions or unlimited editions of original work.

(2) Art objects that are mass-produced.

(3) Works that are decorative, ornamental or functional elements of the architecture or landscape design, except when commissioned from an artist or as an integral aspect of the structure or site.

(4) Architectural rehabilitation or historical preservation, although works may be acquired in connection with such projects.

Sec. 34-131. Art and site selection standards.

The ~~art in public places commission~~ **Arts and Culture Commission** shall make annual recommendations ~~through the cultural affairs commission~~ to the city council, preparing an annual art plan, budget proposal and five-year plan for arts development and improvement for city council review and approval. The following shall be the general criteria for selection of sites for the public display of art in the City, whether such art is publicly or privately owned. When considering a specific site for artwork, the considerations listed in this section shall be weighed to ensure that a proposal contributes positively to the community. Public art projects costing $50,000.00 or more shall be submitted individually ~~through the cultural affairs commission~~ to the city council for approval, even if included in the arts plan or budget, before the work is commissioned or purchased:

(1) Visibility and accessibility of the site by the general public.

(2) Distribution of works of art of a variety of styles, designs, and media throughout the City.

(3) Appropriateness of the artwork to the character of the specific site, existing or planned, including:

a. The function of both the artwork and the location;

b. Preservation of natural features of the site;

c. The scale and dimension of the artwork in relationship to the site;

d. The material of which the artwork is composed, including durability;

e. The relationship of proposed artwork to existing artworks within the site vicinity;

f. Environmental impact, such as noise, sound, light, and odor; and

g. Public safety and liability.

Sec. 34-132. Artist selection.

(a) The procedure for selection of artists to provide artwork for the city shall consist of one of the following:

(1) Open competition;

(2) Invitation;

(3) Commission;

(4) Guest curator selection; or

(5) Direct purchase.

(b) One procedure shall be chosen ~~by the art in public places commission~~ depending upon the proposed project.

Sec. 34-133. Maintenance and repair policies.

(a) All works of art acquired pursuant to this article shall be acquired in the name of and title shall be held by the City~~.~~**, and** ~~A~~ **a** detailed inventory of all publicly owned art shall be maintained**.** ~~by the art in public places commission~~.

~~(b) Installation, maintenance, alteration, refinishing, and moving of art in public places shall be done in consultation with the artist whenever feasible. So far as practical, if repair of any work is required, the city shall give the artist the opportunity to perform such repair work for a reasonable fee. If the artist refuses to make the repair for such a fee, the city may proceed to solicit bids in accordance with the City's competitive bidding procedures. When emergency repairs are necessary in order to prevent the loss of or further damage to the work, such repairs may be approved by the commission or its executive committee. Every effort shall be made to contact the artist, as described in this subsection, for emergency repairs. Repairs shall not be deemed to constitute an artistic alteration.~~

~~(c)~~ **(b)** Ongoing upkeep and maintenance of artworks shall be the responsibility of the art in public places staff, subject to commission review and approval. Costs for repair of artwork damaged by vandalism, weathering problems, etc., shall be funded in accordance with section 34-129.

Sec. 34-134. Relocation and removal of art.

Art within the City's art in public places program collection may be either relocated or removed pursuant to a resolution of the city council after receiving input from the ~~art in public places commission~~ **Arts and Culture Commission**.

Sec. 34-135. Display on private property.

No work of art financed or installed either wholly or in part with city funds or with grants procured by the city shall be loaned, displayed, or installed on privately owned property without a written agreement between the ~~art in public places commission~~ **Arts and Culture Commission**, acting on behalf of the City, and the owners, specifying the proprietary interests in the work of art and other provisions deemed necessary or desirable by the city attorney. In addition, such written agreements shall specify that the private property owner shall ensure that:

(1) Installation of the work of art shall be done in a manner which will protect the work of art and the public;

(2) The work of art shall be maintained in good condition; and

(3) Insurance and indemnification shall be provided as appropriate.

~~Sec. 34-166. Created; composition.~~

~~There is created and established an art in public places commission, consisting of nine voting members who shall be registered electors, appointed pursuant to Charter section 9-1. Commissioners shall be appointed so as to represent different interests in the community, and at least one member shall be from the visual arts field. The city's art in public places staff shall act as liaison to the commission and shall sit on the commission in a nonvoting advisory capacity.~~

~~Sec. 34-167. Organization.~~

~~Commissioners on the art in public places commission shall be appointed pursuant to Charter section 9-1, and Code sections 2-768 and 2-772. Subcommittees may be appointed by the art in public places commission as necessary to accomplish its purposes and objectives.~~

~~Sec. 34-168. Reserved.~~

~~Sec. 34-169. Authority and purpose.~~

~~The art in public places commission shall be directly responsible to the city council. It shall be the function and the duty of the commission to develop and administer a public art policy applicable to public areas in public buildings, outdoor areas, and parks within the City.~~

~~Sec. 34-170. Review.~~

~~The art in public places commission shall have the authority to select artwork for display, remove artwork previously displayed, promulgate criteria for selection of artwork and artists, arrange for funding and take any other action necessary to carry out its purposes for projects under $50,000.00 and shall serve as advisory for projects over $50,000.00 pursuant to section 34-131.~~

~~Sec. 34-171. Implementation of city's public art policy.~~

~~The art in public places commission shall continually review public art policies from other municipalities and governmental entities in the United States, shall consider the particular needs and interests of the city and its citizens, shall obtain input from interested organizations and individuals, and shall maintain a detailed public arts policy approved in accordance with the prevailing city policy. Such policy shall address funding mechanisms, art selection criteria, artist selection criteria, site selection criteria, display guidelines, maintenance and repair policies, and all other relevant issues. In addition, the commission shall include guidelines for the ongoing operation of the commission as primary resource for the development and arbiter for the selection of public art in the City.~~

<u>Section 6.</u> Current members of the art in public places commission will stay in place until December 31, 2025, in order to allow a transition period.

<u>Section 7.</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 8.</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 9.</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 ORDERED PUBLISHED this _____ day of ___________, 2025.

PASSED AND ORDERED PUBLISHED this ______ day of ____________, 2025.

____
MIKE COFFMAN, Mayor

ATTEST:

____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Andrea Wood
ANDREA WOOD, Assistant City Attorney

CITY OF AURORA

Late Submission Approval for Agenda Item

Item Title: Off Highway Vehicle Ordinance	
Item Initiator: Council Member, Francoise Bergan	
Staff Source/Legal Source: Officer Steve Spanos/Megan Platt, Deputy City Attorney	
Outside Speaker: N/A	
Council Goal: 2012: 4.0--Create a superior quality of life for residents making the city a desirable place to live and work	

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

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

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

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

☒ The item has been requested by Council Members, Francoise Bergan

---

COUNCIL MEETING DATES FOR LATE SUBMISSION:

Study Session: 9/8/2025

Regular Meeting: 9/22/2025

EXPLANATION:

This item has been requested by Council Members, Francoise Bergan.

I understand the agenda item will not be added to the agenda without submitting this completed form as an attachment in e-Scribe. The agenda item will not be added to the agenda if the workflow is not completed by the WORKFLOW COMPLETED date indicated on the agenda deadline calendar.

____
Agenda Item Initiator Name

Jason Batchelor
____
Late Submission Approver Name (Deputy City Manager)

____
Agenda Item Initiator Signature Date

Jason Batchelor 08.28.25
____
Late Submission Approver Signature Date

CITY OF AURORA
Council Agenda Commentary

Item Title: Off Highway Vehicle (Ordinance)	
Item Initiator: Françoise Bergan, Council Member	
Staff Source/Legal Source: Steve Spanos, Patrol Officer, Police / Megan Platt, Deputy 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: 9/8/2025

Regular Meeting: 9/22/2025

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Sponsor: Françoise Bergan, Council Member
Steve Spanos, Patrol Officer, Police / Megan Platt, Deputy City Attorney
Estimated time: 10 mins

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☐ Minutes Attached

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

N/A item brought directly to Study Session

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

Ordinance to add Section 134-223 to the Aurora City code to hold parents of minors responsible for violations of Article V of Section 134 for off-highway vehicles (dirt bikes) in the City and establish a mandatory minimum fine

FISCAL IMPACT

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

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

REVENUE IMPACT

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

BUDGETED EXPENDITURE IMPACT

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

NON-BUDGETED EXPENDITURE IMPACT

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

WORKLOAD IMPACT

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

QUESTIONS FOR COUNCIL

Does Council wish to move this item forward to a Regular Council Meeting?

LEGAL COMMENTS

The City Council, as governing body of the city, shall have the power to make ordinances 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. Aurora City Code §2-32 (Platt)

ORDINANCE NO. 2025- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ADDING SECTION 134-223 TO THE CITY CODE PERTAINING TO PERMITTING MINORS TO DRIVE OFF HIGHWAY VEHICLES IN THE CITY

WHEREAS, there has been an increase in accidents and injuries due to reckless riding and driving behavior by minors riding off-highway vehicles on city streets in Aurora and neighboring jurisdictions; and

WHEREAS, Aurora City Code Sections 134-218 through 134-222 expressly prohibit and regulate the use of off-highway vehicles in the City; and

WHEREAS, despite these regulations and prohibitions, parents continue to allow minors to possess and ride off-highway vehicles on city streets, sidewalks, open spaces, and around local business and;

WHEREAS, holding parents and guardians accountable for monitoring the use and possession of their childrens off-highway vehicles is an effective way to promote safe use by minors; and

WHEREAS, regulating the use of off-highway vehicles by minors is a priority for residents and local businesses to ensure public safety.

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

Section 2. The City Code of the City of Aurora, Colorado, is hereby amended by adding the following section, to be numbered 134-223 which section reads as follows:

Section 134-223

(a) No parent or guardian shall cause or knowingly permit their child or ward under the age of eighteen years to drive or ride a off highway vehicle in the City in violation of Section 134-218 through 134-222 of this Article V.

(b) Penalty- Any person who enters a plea of guilty, no contest or is convicted at trial of violating any provision of this section shall be punished by a fine of not less than $250.00.

Section 3. Severability. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 4. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of ____________, 2025.

PASSED AND ORDERED PUBLISHED this ______ day of ____________, 2025.

____
MIKE COFFMAN, Mayor

ATTEST:

____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Jack Bajorek
(JACK BAJOREK, CHIEF DEPUTY CITY ATTORNEY)

CITY OF AURORA
Council Agenda Commentary

Item Title: Amendment to the City Code Pertaining to Automated Vehicle Identification System Penalty Notices
Item Initiator: Christopher Amsler, Lieutenant, Police
Staff Source/Legal Source: Christopher Amsler, Lieutenant, Police / Mandy MacDonald, Senior Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 9/8/2025

2nd Regular Meeting (if applicable): 9/22/2025

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

2025- AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS 134-430 AND 134-451 OF THE CITY CODE PERTAINING TO AUTOMATED VEHICLE IDENTIFICATION SYSTEM PENALTY NOTICES
Christopher Amsler, Lieutenant, Police / Mandy MacDonald, 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 above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Public Safety, Courts & Civil Service

Policy Committee Date: 8/14/2025

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☐ Minutes Attached

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

This proposed ordinance was reviewed by the Public Safety, Courts and Civil Service Policy Committee on August 14, 2025. The committee moved the ordinance forward to regular council meeting.

NOTE: After the Committee meeting, the City Attorney's Office made a technical, non-substantive correction to the title of the ordinance, adding "134-430" to the title to reflect the change to that Code section, in addition to the changes in section 134-451. No other substantive changes were made beyond this technical correction.

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

Colorado law permits municipalities to enact ordinances regarding automated vehicle identification systems. Changes to Colorado law now permit the City to operate photo speed enforcement vehicles without a City employee operator inside the vehicle. APD has selected a vendor and a new systems to capture traffic violations and issue penalty notices. This ordinance amends Sections 134-430(a) and 134-451(a) and (d) of the City Code to reflect these changes.

FISCAL IMPACT

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

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

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

N/A

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

N/A

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

N/A

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

N/A

QUESTIONS FOR COUNCIL

Does Council wish to support this Ordinance to amend Sections 134-430 and 134-451 of the City Code pertaining to automated vehicle identification system penalty notices?

LEGAL COMMENTS

City Charter Section 3-9 authorizes the City Council to enact ordinances necessary to protect life, health and property and to preserve and enforce good government, general welfare, order and security of the city and the inhabitants thereof. (MacDonald).

Section 42-4-110.5 of the Colorado Revised Statutes permits cities to use automated vehicle identification systems to detect traffic violations without a city operator inside the vehicle and for a vendor to issue a penalty notices. (MacDonald).

Pursuant to Section 5-1 of the City Charter, Council shall act only by ordinance, resolution or motion. All legislative enactments must be in the form of ordinances; all other actions, except as herein provided, may be in the form of resolutions or motions. (MacDonald).

ORDINANCE NO. 2025- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS 134-430 AND 134-451 OF THE CITY CODE PERTAINING TO AUTOMATED VEHICLE IDENTIFICATION SYSTEM PENALTY NOTICES

WHEREAS, C.R.S. 42-4-110.5 permits municipalities to enact ordinances around automated vehicle identification systems; and

WHEREAS, the City intends to continue a photo speed enforcement program in the future after the initial pilot program was launched in 2023; and

WHEREAS, due to changes in C.R.S. 42-4-110.5, the City may now operate photo speed enforcement vehicles without a city employee operator inside the vehicle; and

WHEREAS, the Aurora Police Department has selected a vendor and a new system that it intends to deploy in October 2025.

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

Section 1. Section 134-451(a) and (d) of the City Code of the City of Aurora, Colorado are hereby amended to read as follows:

Sec. 134-451. Automated vehicle identification system penalty assessment notices.

(a) Except as specified in subsection (d) of this section, when ~~a peace officer or designated civilian employee~~ **an automated vehicle identification system captures a traffic violation** ~~based on evidence obtained in whole or in part by means of an automated vehicle identification system, has probable cause to believe that a traffic violation has been committed~~, **the system may** ~~peace officer or designated civilian employee may issue~~, **cause a penalty assessment notice to be issued through a contractor designated by the City Manager**, ~~a penalty assessment notice~~ charging the person in whose name the vehicle is registered based on the license plate or any other identification of the vehicle with violation of the applicable section, or the person designated by the owner as being the driver of the vehicle when the violation occurred. **Prior to the issuance of a penalty assessment notice being issued and served, the violation must be reviewed by a city employee or contractor on behalf of the City.** If, however, the vehicle is registered in more than one person's name, the penalty assessment notice shall be issued to the registrant whom the issuing ~~peace officer or designated civilian employee~~ **city employee or contractor** determines, under all the facts and circumstances, was the person most likely depicted in the image produced by the camera.

(d) When a ~~peace officer or designated civilian employee,~~ **city employee or contractor,** based on evidence obtained in whole or in part by means of an automated vehicle identification system, has probable cause to believe that a vehicle was traveling 25 miles per hour or more in excess of the posted speed limit, the violation will be investigated as a traffic offense. The traffic offense will be referred to a sworn police officer for investigation.

Section 2. Section 134-430(a) of the City Code of the City of Aurora, Colorado is hereby amended to read as follows:

Sec. 134-430. Hearing to challenge the validity of a parking violation or photo speed enforcement penalty notice.

(a) *Generally.* Any person cited by the police department or director of public works for a parking violation or photo speed enforcement penalty notice may contest the determination that a violation occurred by requesting in writing a hearing before the Aurora parking and traffic bureau. Such hearing shall be held no later than 20 days from the date of issuance of the parking citation **or photo speed enforcement penalty notice** unless an extension is otherwise authorized.

Section 3. Severability. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 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.

Section 5. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of ____________, 2025.

PASSED AND ORDERED PUBLISHED this ______ day of ____________, 2025.

____
MIKE COFFMAN, Mayor

ATTEST:

____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Amanda MacDonald MP
AMANDA MACDONALD, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Interpreter Fee Amendment – City Code 50-36 (Ordinance)	
Item Initiator: Rebecca Milliken, Executive Specialist, Court Administration	
Staff Source/Legal Source: Candace Atkinson, Court Administrator / Angela Garcia, Senior Assistant City Attorney	
Outside Speaker: N/A	
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.	

COUNCIL MEETING DATES:

Study Session: 8/25/2025

Regular Meeting: 9/8/2025

2nd Regular Meeting (if applicable): 9/22/2025

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Candace Atkinson, Director, Court Administration / Angela Garcia, Senior Assistant Attorney
Estimated time: 10 mins

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Public Safety, Courts & Civil Service

Policy Committee Date: 6/12/2025

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☒ Minutes Not Available

☐ Minutes Attached

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

07/14/25 Study Session – Council delayed item until August 25th, 2025 to allow the Presiding Judge and Court Administrator time to research how other jurisdictions assess interpreter fees to defendants.

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

Interpreter Fee Ordinance Amendment to reduce the city's cost burden of fees when a defendant(s) fail to appear for their scheduled court date

FISCAL IMPACT

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

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

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

$500

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

N/A

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

N/A

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

N/A

QUESTIONS FOR COUNCIL

Does City Council approve moving the Interpreter Fee Ordinance Amendment forward to a regular City 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, Sec. 2-32 and C.R.S., Sec. 31-15-103). Pursuant to Charter, Council may act by ordinance. (City Charter, Art. 5.1). Amendments to ordinances are permitted under Section 1-9 of the City Code. (Garcia)

ORDINANCE NO. 2025-______

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 50-36 OF THE CITY CODE PERTAINING TO THE ASSESSMENT OF INTERPRETER FEES AGAINST DEFENDANTS WHO FAIL TO APPEAR FOR TRIAL.

WHEREAS, court interpreters are in high demand, and finding qualified interpreters can be difficult when needed; and

WHEREAS, the City incurs significant costs to provide qualified interpreters for scheduled court proceedings to comply with the Americans with Disabilities Act (ADA) and Title VI of the Civil Rights Act of 1964; and

WHEREAS, when a defendant fails to appear for a scheduled court date without notice, the costs associated with interpreter services are still incurred, placing an undue financial burden on the City; and

WHEREAS, increasing the interpreter fee assessed to defendants who fail to appear without just cause encourages accountability, reduces unnecessary expenses, and promotes more efficient court operations.

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

Section 1. That Section 50-36 of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

> Each of the municipal judges shall be empowered to assess court costs and witness fees, as set forth in this section. The court administrator shall also supervise the payment of the fees to the jurors and witnesses by the clerk of the municipal court. Such costs and fees shall be in accordance with the following schedule:
>
> (1) The court may assess against every defendant who fails to appear for trial an additional $5.00 for each witness who appeared for such trial ~~and who was entitled to receive a fee pursuant to subsection (3) of this section~~.
>
> (2) The court may assess against every defendant who fails to appear for trial an additional ~~$35.00~~ **$90.00** for each interpreter paid for by the City or city employee who appeared for such trial, which appearance arises from that performance of a municipal government function by that city employee.

(3) Reserved.

(4) Court costs of up to $35.00 may be assessed against every defendant who is found guilty in a trial to the court or who has pled guilty or no contest to any ordinance of Charter violation.

(5) Every person who fails to appear before the municipal court as required by the issuance of a summons and complaint or by other order of the court, notice of which was duly served or delivered upon such person, may be assessed $25.00 for each such failure to appear. Such costs shall be in addition to all other costs, fees, and penalties imposed by the court, if such person is a defendant and has been found guilty or pleads guilty or no contest to any violation of this Code.

(6) The forfeiture of any jury demand fee, together with additional court costs not to exceed $45.00, may be assessed against every defendant who is found guilty of an ordinance or Charter violation in a trial to a jury.

(7) Reserved.

(8) Notwithstanding any other provisions contained in this section, the city attorney is vested with the authority to enter into a plea bargain with a defendant on the date of the defendant's trial. Such plea bargain may include an assessment of additional costs against the defendant, not to exceed $40.00 for each and every police officer subpoenaed to attend a trial of the defendant, and the court is granted the authority to approve and assess against the defendant such additional costs.

Section 2. Severability. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 3. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 4. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of ____________, 2025.

PASSED AND ORDERED PUBLISHED this ______ day of ____________, 2025.

____
MIKE COFFMAN, Mayor

ATTEST:

____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Angela L. Garcia MP
ANGELA GARCIA, Senior Assistant City Attorney