NOTICE OF COUNCIL MEETING

Monday, April 7, 2025

Members of the Aurora City Council will participate in the April 7, 2025 Council Meeting.

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

View or Listen Live

Live streamed at www.auroraTV.org

Youtube.com/TheAuroraChannel

Cable Channels 8 and 880 in Aurora

In-person Participation

Members of the public may attend in-person at the Aurora Municipal Center, Paul Tauer Aurora City Council Chamber, 15151 E. Alameda Pkwy.

Public comment is welcome for items appearing on the agenda or on any matter of city concern. Individuals must appear in person and speak from the podium.

- **Public Comment Listening Session:** Forty (40) minutes are dedicated at 6:00 p.m. to public comment on non-agenda matters of city concern. Individuals may sign up to speak by completing the Public Comment Listening Session online form between 8 a.m. on the Friday before the council meeting, and 1 p.m. on the day of the council meeting, or in person with the city clerk on the day of the council meeting, between 5 p.m. and 5:45 p.m. Individuals are allotted a maximum of two (2) minutes to speak. Verified Aurora residents are given priority and placed before non-resident speakers. Visit the Addressing the City Council webpage for more information.
- **Public Comment on Agenda Item:** Thirty minutes are dedicated to public comment per agenda item, with the exception of Public Hearings. Individuals are invited to comment in support of or to oppose any item listed on the agenda. Those wishing to comment on an agenda item must register in advance by completing the 'Public Comment on Agenda Item' online request form between 8 a.m. on the Friday before the council meeting, and 1 p.m. on the day of the council meeting. Individuals are allotted a maximum of three (3) minutes to speak on items listed on the agenda.

  Those wishing to comment on an agenda item listed under the PUBLIC HEARING category may either register online as noted above, or sign up in person with the clerk starting at 5:00 p.m at the Paul Tauer Aurora City Council Chamber. Sign up must be completed before the Public Hearing agenda item title is read. Visit the Addressing the City Council webpage for more information.

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, April 7, 2025 at 9:00 a.m. (Si necesita un intérprete, comuníquese con la oficina de asuntos internacionales e inmigrantes en 303-739-7521 por el domingo anterior a la reunion del lunes.)

City of Aurora, Colorado

Monday, April 7, 2025

AURORA URBAN RENEWAL AUTHORITY

(Open to the Public via Virtual Meeting Link)

AURORA ROOM

3:25 p.m.

EXECUTIVE SESSION

(Closed to the Public)

AURORA ROOM

4:00 p.m.

STUDY SESSION OF THE AURORA CITY COUNCIL

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

AURORA ROOM

4:50 p.m.

PUBLIC COMMENT LISTENING SESSION

(Open to the Public)

PAUL TAUER AURORA CITY COUNCIL CHAMBER

6:00 p.m.

REGULAR MEETING OF THE AURORA CITY COUNCIL

(Open to the Public)

PAUL TAUER AURORA CITY COUNCIL CHAMBER

6:45 p.m.

AGENDA

Regular Meeting of the Aurora City Council

Monday, April 7, 2025, 6:45 p.m.
Paul Tauer Aurora City Council Chamber
15151 E Alameda Parkway
Aurora, CO 80012

Pages

1. CALL TO ORDER

2. ROLL CALL

3. INVOCATION/MOMENT OF SILENCE

4. PLEDGE OF ALLEGIANCE

5. EXECUTIVE SESSION UPDATE

6. APPROVAL OF MINUTES

   6.a March 24, 2025 Meeting Minutes 7

7. PROCLAMATIONS OR CEREMONIES

8. ADOPTION OF THE AGENDA

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.

   9.a Motions

   9.b Planning Matters

   9.c Appointments to Boards and Commissions

9.c.1 **Consideration to Remove One (1) Member from the Planning and Zoning Commission** 23

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

9.c.2 **Consideration to Appoint One (1) Member to the Career Service Commission** 28

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

9.c.3 **Consideration to Appoint One (1) Member to the Historic Preservation Commission** 35

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

9.c.4 **Consideration to Appoint One (1) Member to the Aurora Youth Commission** 43

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

9.c.5 **Consideration to Reappoint Two (2) Members to the Open Space Board** 53

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

9.c.6 **Board Member Appointment to the Havana Business Improvement District** 107

Chad Argentar, Project Manager, Planning and Business Development / Hanosky Hernandez, Senior 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 **Water, Infrastructure and Supply Efficiency (WISE) Water Delivery Agreement Amendment** 113

R2025-33 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE SECOND AMENDED AND RESTATED WATER DELIVERY AGREEMENT BETWEEN THE CITY OF AURORA, ACTING BY AND THROUGH ITS UTILITY ENTERPRISE, DENVER WATER, AND THE SOUTH METRO WISE AUTHORITY

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

10.a.2 **FY24 Justice Assistance Grant (JAG) Intergovernmental Agreement (IGA)** 215

R2025-34 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEEMENT BETWEEN THE CITY OF AURORA AND ARAPAHOE COUNTY, STATE OF COLORADO REGARDING THE 2024 EDWARD BYRNE JUSTICE ASSISTANCE GRANT

Timothy Sherbondy, Grant Analyst II, Police / Megan Platt, Deputy City Attorney

10.b **Finalizing of Ordinances**

Ordinances approved unanimously at first reading.

10.b.1 **Unified Development Ordinance (UDO) Text Amendment - Process Improvements** 224

2025-36 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS 146-5.2, 146-5.3, 146-5.4.1, 146-5.4.2, AND 146-5.4.3 OF THE UNIFIED DEVELOPMENT ORDINANCE PERTAINING TO DEVELOPMENT APPLICATION PROCEDURES FOR MASTER PLANS, SITE PLANS, AND SUBDIVISIONS OF LAND

Jeannine Rustad, Director, Planning and Business Development / Lena McClelland, Assistant City Attorney

11. **PUBLIC HEARINGS**

Public hearings with or without related ordinances.

12. INTRODUCTION OF ORDINANCES

12.a Series 2025 First-Lien Sewer Revenue Bond 281

2025-40 AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE BY THE CITY OF AURORA, COLORADO, ACTING BY AND THROUGH ITS UTILITY ENTERPRISE, OF FIRST-LIEN SEWER REVENUE BONDS, SERIES 2025, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $85,000,000, FOR THE PURPOSE OF FINANCING, IN WHOLE OR IN PART, THE COST OF ADDITIONS AND IMPROVEMENTS TO THE SEWER SYSTEM OPERATED BY THE UTILITY ENTERPRISE, PLEDGING CERTAIN FUNDS AND REVENUES OF THE ENTERPRISE TO THE PAYMENT OF SUCH BONDS, PRESCRIBING THE FORM OF SUCH BONDS, AND PROVIDING OTHER DETAILS IN CONNECTION THEREWITH

Teresa Sedmak, City Treasurer, Finance / Hanosky Hernandez, Senior Assistant City Attorney

12.b DUAL LISTING: 2025 IT Lease Purchase Authority 312

2025-41 AN ORDINANCE AUTHORIZING THE CHIEF INFORMATION TECHNOLOGY OFFICER TO ACQUIRE CERTAIN TANGIBLE AND INTANGIBLE INFORMATION TECHNOLOGY PROPERTY, EITHER BY PURCHASE OR PURSUANT TO THE TERMS OF LEASE-PURCHASE AGREEMENTS TO BE ENTERED INTO BETWEEN THE CITY, AS LESSEE, AND LEASE INVESTORS, VENDORS OR THE AURORA CAPITAL LEASING CORPORATION, EACH AS LESSOR, AUTHORIZING OFFICIALS OF THE CITY TO TAKE ALL ACTION NECESSARY TO CARRY OUT THE TRANSACTIONS CONTEMPLATED HEREBY

Scott Newman, Chief Information Officer, Information Technology / Hanosky Hernandez, Senior Assistant City Attorney

13. FINALIZING OF ORDINANCES

Ordinances not approved unanimously at first reading.

13.a **Unified Development Ordinance (UDO) Text Amendment - New Sign Category, City Property Signs** 321

2025-37 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS 146-4.10.13 AND 146-6.2.S AND ADDING SECTION 146-4.10.16 OF THE UNIFIED DEVELOPMENT ORDINANCE PERTAINING TO SIGNS

Brandon Cammarata, Manager, Planning and Business Development / Lena McClelland, Assistant City Attorney

14. ANNEXATIONS

14.a **Picadilly and Stephen D. Hogan Annexation Ordinance** 359

2025-38 AN ORDINANCE ANNEXING A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO. 2.589 ACRES

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

14.b **Picadilly and Stephen D. Hogan Annexation- Zoning Map Amendment** 368

2025-39 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, INITIALLY ZONING A PARCEL OF LAND MEASURING 2.59 ACRES MORE OR LESS NORTHWEST OF THE INTERSECTION OF STEPHEN D HOGAN PARKWAY AND PICADILLY ROAD TO MIXED USE CORRIDOR DISTRICT (MU-C) AND AMENDING THE ZONING MAP ACCORDINGLY

Stephen Gubrud, Planner II, Planning and Business Development / Lena McClelland, Assistant City Attorney

14.c **Picadilly and Stephen D. Hogan Annexation Agreement** 394

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

15. RECONSIDERATIONS AND CALL UPS

16. GENERAL BUSINESS

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

Peter Schulte, City Attorney

17. **REPORTS**

17.a **Mayor**

17.b **Council**

18. **ADJOURNMENT**

MINUTES

Regular Meeting of the Aurora City Council

Monday, March 24, 2025

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

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1. CALL TO ORDER

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

2. ROLL CALL

3. INVOCATION/MOMENT OF SILENCE

Mayor Coffman led in prayer/a moment of silence for the March 24, 2025 meeting.

4. PLEDGE OF ALLEGIANCE

(All Standing)

5. EXECUTIVE SESSION UPDATE

Mayor Coffman provided an update on the Executive Session, stating security issues were discussed.

6. APPROVAL OF MINUTES

6.a March 10, 2025 Meeting Minutes

Moved by: Steve Sundberg

Second by: Crystal Murillo

Does Council wish to approve the minutes of the March 10, 2025 meeting?

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

Absent: (1): Alison Coombs

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.

6.b March 12, 2025 Meeting Minutes

Moved by: Steve Sundberg

Second by: Amsalu Kassaw

Does Council wish to approve the minutes of the March 12, 2025 Special Council Meeting?

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

Absent: (1): Alison Coombs

7. PROCLAMATIONS OR CEREMONIES

8. ADOPTION OF THE AGENDA

Moved by: Curtis Gardner

Second by: Françoise Bergan

Does Council wish to adopt the agenda as presented?

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

Absent: (1): Alison Coombs

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: Curtis Gardner

Second by: Stephanie Hancock

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

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

Absent: (1): Alison Coombs

9.a Motions

9.b Planning Matters

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

9.c Appointments to Boards and Commissions

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

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

9.c.2 Consideration to Appoint Two (2) Members to the Board of Adjustment and Appeals

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

9.c.3 Consideration to Remove One (1) Member from the Civic Engagement Commission

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

10. CONSENT CALENDAR - RESOLUTIONS AND ORDINANCES

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

Moved by: Curtis Gardner

Second by: Stephanie Hancock

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

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

Absent: (1): Alison Coombs

10.a Resolutions

10.a.1 Intergovernmental Agreement (IGA) with South Aurora Regional Improvement Authority (SARIA) for Aurora Parkway Bridge Project

R2025-27 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND THE SOUTH AURORA REGIONAL IMPROVEMENT AUTHORITY REGARDING AURORA PARKWAY EXTENSION – HALF SECTION BRIDGE

Cathleen Valencia, Manager of Project Delivery Services, Public Works / Michelle Gardner, Senior Assistant City Attorney

10.a.2 Intergovernmental Agreement (IGA) with South Aurora Regional Improvement Authority (SARIA) for Gartrell Bridge Widening Project

R2025-28 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND THE SOUTH AURORA REGIONAL IMPROVEMENT AUTHORITY REGARDING GARTRELL ROAD IMPROVEMENTS (CONSTRUCTION)

Cathleen Valencia, Manager of Project Delivery Services, Public Works / Michelle Gardner, Senior Assistant City Attorney

10.a.3 Intergovernmental Agreement (IGA) with South Aurora Regional Improvement Authority (SARIA) for the Gun Club Road Multimodal Improvements Project

R2025-29 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND THE SOUTH AURORA REGIONAL IMPROVEMENT AUTHORITY REGARDING GUN CLUB ROAD MULTIMODAL IMPROVEMENTS – QUINCY TO AURORA PARKWAY (FUNDING CONTRIBUTION)

Cathleen Valencia, Manager of Project Delivery Services, Public Works / Michelle Gardner, Senior Assistant City Attorney

10.a.4 Intergovernmental Agreement (IGA) between the City of Aurora and Aurora Public Schools for Joint Facility Access

R2025-30 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO, ACTING BY AND THROUGH THE PARKS, RECREATION AND OPEN SPACE DEPARTMENT, AND THE ADAMS-ARAPAHOE JOINT SCHOOL DISTRICT 28J FOR JOINT FACILITY ACCESS

Wynter Stieger, Manager of Recreation Services, Parks, Recreation and Open Space / Tim Joyce, Assistant City Attorney

10.a.5 Integrated Water Master Plan 2

R2025-31 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL AND ADOPTION OF AURORA WATER'S INTERGRATED WATER MASTER PLAN TWO AS A GUIDANCE DOCUMENT FOR AURORA WATER'S LONG TERM CAPITAL IMPROVEMENT PLANNING

Sponsor: Alison Coombs, Council Member / Françoise Bergan, Council Member

Sarah Young, Assistant General Manager of Planning and Engineering, Aurora Water / Brian Rulla, Assistant City Attorney

Mayor Coffman opened public testimony for Items 10.a.1 through 10.a.5.

Council heard public testimony on the agenda related items.

Mayor Coffman closed public testimony for Items 10.a.1 through 10.a.5.

CM Bergan explained that the items are for the IGAs with SARIA, and they had a special meeting where they went through them and she was able to ask questions on behalf of constituents.

10.b Finalizing of Ordinances

Ordinances approved unanimously at first reading.

10.b.1 Designation of 13th Avenue Station Area as a Blighted Area

2025-21 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, DECLARING THE 13TH AVENUE STATION AREA AS A BLIGHTED AREA APPROPRIATE FOR AN URBAN RENEWAL AREA

Sponsor: Angela Lawson, Council Member

Jennifer Orozco, Project Manager, Planning and Business Development / Brian Rulla, Assistant City Attorney

10.b.2 Eminent Domain to Acquire Real Property for the SC10 SC11 Sanitary Sewer Upgrades Project

2025-22 AN ORDINANCE AUTHORIZING THE CITY OF AURORA, COLORADO, TO EXERCISE THE POWER OF EMINENT DOMAIN FOR AQUISITION OF CERTAIN PROPERTIES FOR AURORA WATER'S SC10 AND SC11 SANITARY SEWER UPGRADES PROJECT

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

10.b.3 Forrest Trace Metropolitan District No. 1 Service Plan Amendment

2025-23 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING AN AMENDMENT TO THE SERVICE PLAN FOR FORREST TRACE METROPOLITAN DISTRICT NO. 1

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

Outside Speaker: Tom George, Spencer Fane LLP

10.b.4 Forrest Trace Metropolitan District No. 3 Service Plan Amendment

2025-24 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING AN AMENDMENT TO THE SERVICE PLAN FOR FORREST TRACE METROPOLITAN DISTRICT NO. 3

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

Outside Speaker: Tom George, Spencer Fane LLP

10.b.5 Inspiration Metropolitan District Service Plan Amendment

2025-25 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING AN AMENDMENT TO THE AMENDED AND RESTATED CONSOLIDATED SERVICE PLAN FOR INSPIRATION METROPOLITAN DISTRICT

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

Outside Speaker: Tom George, Spencer Fane LLP

10.b.6 Kings Point South Metropolitan District No. 1 Service Plan Amendment

2025-26 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING AN AMENDMENT TO THE AMENDED AND RESTATED CONSOLIDATED SERVICE PLAN FOR KINGS POINT SOUTH METROPOLITAN DISTRICT NO. 1

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

Outside Speaker: Tom George, Spencer Fane LLP

10.b.7 Kings Point South Metropolitan District No. 2 Service Plan Amendment

2025-27 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING AN AMENDMENT TO THE AMENDED AND RESTATED CONSOLIDATED SERVICE PLAN FOR KINGS POINT SOUTH METROPOLITAN DISTRICT NO. 2

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

Outside Speaker: Tom George, Spencer Fane LLP

10.b.8 Kings Point South Metropolitan District No. 3 Service Plan Amendment

2025-28 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING AN AMENDMENT TO THE SERVICE PLAN FOR KINGS POINT SOUTH METROPOLITAN DISTRICT NO. 3

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

Outside Speaker: Tom George, Spencer Fane LLP

10.b.9 The Overlook at Kings Point South Metropolitan District Service Plan Amendment

2025-29 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING AN AMENDMENT TO THE SERVICE PLAN FOR THE OVERLOOK AT KINGS POINT SOUTH METROPOLITAN DISTRICT

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

Outside Speaker: Tom George, Spencer Fane LLP

10.b.10 Prairie Point Metropolitan District No. 1 Service Plan Amendment

2025-30 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING AN AMENDMENT TO THE SECOND AMENDED AND RESTATED SERVICE PLAN FOR PRAIRIE POINT METROPOLITAN DISTRICT NO. 1

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

Outside Speaker: Tom George, Spencer Fane LLP

10.b.11 Prairie Point Metropolitan District No. 2 Service Plan Amendment

2025-31 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING AN AMENDMENT TO THE SECOND AMENDED AND RESTATED SERVICE PLAN FOR PRAIRIE POINT METROPOLITAN DISTRICT NO. 2

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

Outside Speaker: Tom George, Spencer Fane LLP

10.b.12 Prairie Point Metropolitan District No. 3 Service Plan Amendment

2025-32 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING AN AMENDMENT TO THE AMENDED AND RESTATED SERVICE PLAN FOR PRAIRIE POINT METROPOLITAN DISTRICT NO. 3

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

Outside Speaker: Tom George, Spencer Fane LLP

10.b.13 Pronghorn Valley Metropolitan District Service Plan Amendment

2025-33 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING AN AMENDMENT TO THE SERVICE PLAN FOR PRONGHORN VALLEY METROPOLITAN DISTRICT

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

Outside Speaker: Tom George, Spencer Fane LLP

10.b.14 Sorrel Ranch Metropolitan District Service Plan Amendment

2025-34 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING AN AMENDMENT TO THE AMENDED AND RESTATED SERVICE PLAN FOR SORREL RANCH METROPOLITAN DISTRICT

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

Outside Speaker: Tom George, Spencer Fane LLP

10.b.15 Whispering Pines Metropolitan District No. 1 Service Plan Amendment

2025-35 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING AN AMENDMENT TO THE SERVICE PLAN FOR WHISPERING PINES METROPOLITAN DISTRICT

Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney

Outside Speaker: Tom George, Spencer Fane LLP

11. PUBLIC HEARINGS

Public hearings with or without related ordinances.

11.a Urban Cottages Jewell - Zoning Map Amendment

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.

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

Moved by: Françoise Bergan

Second by: Danielle Jurinsky

Does the Council approve of the motion to continue Urban Cottages Jewell to the May 5th Council Meeting?

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

Absent: (1): Alison Coombs

11.b Unified Development Ordinance (UDO) Text Amendment - Process Improvements

2025-36 A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS 146-5.2, 146-5.3, 146-5.4.1, 146-5.4.2, AND 146-5.4.3 OF THE UNIFIED DEVELOPMENT ORDINANCE PERTAINING TO DEVELOPMENT APPLICATION PROCEDURES FOR MASTER PLANS, SITE PLANS, AND SUBDIVISIONS OF LAND

Jeannine Rustad, Director, Planning and Business Development Services / Lena McClelland, Assistant City Attorney

Mayor Coffman opened the public hearing.

Staff gave a brief presentation on the item.

Council heard public testimony on the agenda related item.

Mayor Coffman closed the public hearing.

CM Bergan thanked staff for all their work on this.

Moved by: Danielle Jurinsky

Second by: Françoise Bergan

Does the Council wish to approve of an Ordinance for a UDO text amendment for the process improvements?

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

Absent: (1): Alison Coombs

11.c Unified Development Ordinance (UDO) Text Amendment - New Sign Category, City Property Signs

2025-37 A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS 146-4.10.13 AND 146-6.2.S AND ADDING SECTION 146-4.10.16 OF THE UNIFIED DEVELOPMENT ORDINANCE PERTAINING TO SIGNS

Brandon Cammarata, Manager, Planning and Business Development / Lena McClelland, Assistant City Attorney

Mayor Coffman opened the public hearing.

Staff gave a brief presentation on the item.

Council heard public testimony on the agenda related item.

Mayor Coffman closed the public hearing.

CM Bergan asked if the City could preclude advertising portrayed on the signs, as they are on city property.

Staff answered that zoning ordinance does not approach that issue any differently than any other sign in the City.

Staff added that the city ordinance does not speak to content, just regulations related to things like size and distance.

CM Bergan asked if they will be able to advertise for things like marijuana and vaping. She noted that one of the signs will be by a library.

Staff answered yes, as the City would not be able to prohibit that.

CM Bergan asked for clarification that the lighting would have to follow code and not be directed towards resident housing.

Staff responded that it does allow for electronic message center usage, and they utilized the existing framework in their code related to that, which states they are not allowed to switch the message any less than every 8 seconds and the intensity of the light to be within acceptable standards.

CM Bergan inquired if the City can put their own monument sign next to theirs on those city properties.

Staff answered yes, but they would have to be at least 600 feet apart.

CM Bergan asked if they were at risk of being sued by the competitors that want to do similar signs since they did not to an RFP for this.

Staff responded they could be.

CM Bergan expressed there was a competitor that came to one of their meetings and stated they were not included in the RFP. She asked if they would be allowed to have a similar sign on city property if they came forward.

Staff answered yes, based on the criteria.

CM Bergan inquired if they get to the point of complaints, who would be responsible for removing a 20 foot tall monument sign and would the City have the right to ask them to remove it.

Staff responded they would be looking for conformance as it relates to zoning.

CM Bergan asked if it was out of conformance, would they then go through a process to ask them to remove it.

J. Batchelor explained that the agreement is going to be two-fold, as what is in front of them right now is the update to the UDO, and once the UDO is updated and Council has passed the resolution identifying the five locations in the City where they would like to see the signs erected and he has entered into an appropriate agreement with Lamar Signs, which is a revokable license agreement, that would include terms of termination. He said if Council were to terminate that prior to the cost recovery period, there would be a cost to do that, and noted that the terms of the resolution include a 5-year term with a 5-year extension.

CM Bergan inquired if they pass this tonight, would another advertiser with a similar monument sign be eligible to do so.

J. Batchelor said they would be eligible, and Council would have to direct staff to enter into a similar agreement and they will take direction from Council as to when and where they want to see those erected.

Mayor Coffman closed the public hearing.

CM Jurinsky commented that what is before them is simply the zoning change needed for the signs that they already passed. She said Lamar has stated multiple times that they retain the liability and final authority for what kind of advertisement will go on the signs and are entering into a voluntary agreement to not allow anything specific that the city does not want. She added they

are not opening themselves up for any liability because anybody could come forward and put signs out but with their approval.

Mayor Coffman expressed that he is very opposed to this policy change, as it is unnecessary. He said the process violates the procurement code for the city by not allowing other parties to formally bid on it, and for that alone it should be defeated.

CM Bergan voiced that she voted no last time this came before them and will vote no again, as she is in agreement that they did not go through the proper procurement process, and it is a slippery slope.

CM Gardner raised a point of order that the comments being brought up need to pertain specifically to the question in front of them, which is a public hearing on a UDO amendment, and not about procurements, signage, and different types of advertising.

P. Schulte responded that CM Gardner is correct.

Moved by: Danielle Jurinsky

Second by: Amsalu Kassaw

Does Council wish to approve a Unified Development Ordinance text amendment to add a new category of signs to be called "City Property Signs"?

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

Voting Nay: (3): Françoise Bergan, Ruben Medina, and Crystal Murillo

Absent: (1): Alison Coombs

11.d Public Hearing on the 2026 Budget

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

Mayor Coffman opened the public hearing.

Staff gave a brief presentation on the item.

Council heard public testimony on the agenda related item.

Mayor Coffman closed the public hearing.

12. INTRODUCTION OF ORDINANCES

13. FINALIZING OF ORDINANCES

Ordinances not approved unanimously at first reading.

14. ANNEXATIONS

14.a Picadilly and Stephen D. Hogan Annexation Findings of Fact

R2025-32 A PUBLIC HEARING AND CONSIDERATION TO APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, MAKING CERTAIN FINDINGS OF FACT REGARDING THE PROPOSED ANNEXATION OF A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO. 2.589 ACRES

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

Mayor Coffman opened the public hearing.

Staff gave a brief presentation on the item.

Council heard public testimony on the agenda related item.

Mayor Coffman closed the public hearing.

Moved by: Danielle Jurinsky

Second by: Curtis Gardner

Does Council wish to approve the Resolution of Picadilly and Stephen D. Hogan Annexation Findings of Fact?

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

Absent: (1): Alison Coombs

14.b Picadilly and Stephen D. Hogan Annexation Ordinance

2025-38 FOR AN ORDINANCE ANNEXING A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO. 2.589 ACRES

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

Moved by: Danielle Jurinsky

Second by: Amsalu Kassaw

Does the Council wish to approve of the Picadilly and Stephen D. Hogan Annexation Ordinance?

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

Absent: (1): Alison Coombs

Moved by: Françoise Bergan

Second by: Stephanie Hancock

Does Council support the motion to suspend the rules and eliminate public comment?

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

Voting Nay: (3): Curtis Gardner, Ruben Medina, and Crystal Murillo

Absent: (1): Alison Coombs

14.c Picadilly and Stephen D. Hogan Annexation- Zoning Map Amendment

2025-39 A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, INITIALLY ZONING A PARCEL OF LAND MEASURING 2.59 ACRES MORE OR LESS NORTHWEST OF THE INTERSECTION OF STEPHEN D HOGAN PARKWAY AND PICADILLY ROAD TO MIXED USE CORRIDOR DISTRICT (MU-C) AND AMENDING THE ZONING MAP ACCORDINGLY

Stephen Gubrud, Planner II, Planning and Business Development / Lena McClelland, Assistant City Attorney

Mayor Coffman opened the public hearing.

Staff gave a brief presentation on the item.

Council heard public testimony on the agenda related item.

Mayor Coffman closed the public hearing.

Moved by: Steve Sundberg

Second by: Stephanie Hancock

Does the City Council wish to approve the Zoning Map Amendment to initially zone the property to the MU-C District?

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

Absent: (1): Alison Coombs

15. RECONSIDERATIONS AND CALL UPS

16. GENERAL BUSINESS

17. REPORTS

17.a Mayor

Mayor announced that he has a Council Meeting on April 19, 2025, at 2 p.m., at the Aurora Central Library. He noted that there were a couple of individuals that did not have the opportunity to speak tonight during the listening session, and urged them to staff after the meeting is adjourned to have that opportunity.

17.b Council

CM Jurinsky reported that she and MPT Sundberg attended the Kirkegaard Acres neighborhood meeting, and said it was nice to be invited. She voiced that if any other neighborhoods would like a council member to attend an HOA/neighborhood meeting, they are more than happy to come. She had lunch with Kelly Brough, President of the Fitzsimmons Innovation Campus, and said she had a great vision for that part of town and she enjoyed the conversation. She and CM Medina attended the Open Space Advisory Board, which was very interesting, and they reelected their new board that night. She voiced that she stands with the police chief of Pueblo and the statement he made regarding his three officers who were shot. She then read Psalm 51:6 and Psalm 51:2 scriptures to end her report.

CM Kassaw stated that he and Mayor Coffman attended a community meeting in Northwest Aurora, and it was a great meeting.

CM Murillo gave a reminder of her next town hall, March 27th, at 6 p.m., at the MLK Library.

MPT Sundberg announced his town hall on April 17th, and stated that northeast Aurora has growing pains with respect to all the growth development, so they will hear from the Build Up Aurora Taskforce and Aurora Regional Transportation Authority about plans, vision, and progress as that part of the city continues to grow. He said the Kirkegaard Acres Town Hall was interesting and he will be attending their picnic in the summer for the third time in a row.

CM Medina attended the community meeting for Open Space and met with Joe Boyd, who handles the Aurora Mall, and attended their business meet and greet, where he got a lot of good connections, and will have a lot of meetings in the next couple weeks with people he met.

CM Lawson thanked all the residents that attend her town hall last Tuesday and Saturday, where the presiding judge talked about the municipal court, and they talked about all that is going on in Ward 5 and around the city. Her next town halls will be on April 15th, at Mission Viejo and on April 26th, at Heather Gardens.

CM Gardner, CM Hancock, and CM Bergan had no report.

18. ADJOURNMENT

Mayor Coffman adjourned the regular meeting of City Council.

_____

MIKE COFFMAN, MAYOR

ATTEST:

_____

KADEE RODRIGUEZ, CITY CLERK

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

CITY OF AURORA
Council Agenda Commentary

Item Title: Consideration to Remove One (1) Member from the Planning and Zoning Commission
Item Initiator: Kadee Rodriguez, City Clerk
Staff Source/Legal Source: Kadee Rodriguez, City Clerk / Tim Joyce, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 4.0--Create a superior quality of life for residents making the city a desirable place to live and work

COUNCIL MEETING DATES:

Study Session: 3/24/2025

Regular Meeting: 4/7/2025

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
Estimated time: 5 mins

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item 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 Planning & Zoning Commission is composed of seven (7) members appointed by City Council. Each member is appointed for a term of three (3) years and may serve up to three (3) consecutive terms.

City Council has sole discretion and final approval concerning appointments. Council may initiate the interview process for new applicants or reappoint members seeking to serve another term.

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

The Planning and Zoning Commission respectfully recommends the removal of Robert (Bob) Roth from the Commission for failure to attend regular meetings.

Per the bylaws; any Commission member who attends less than 75% of all scheduled meetings during a 12-month period shall be asked to reconfirm to the Chairperson their commitment to remain on the Commission. After the Chairperson speaks to the member the Chairperson will report back to the Commission for a final decision. The results of this communication shall be submitted to the City Council for their information as appropriate.

Commissioner Roth was appointed to the Planning and Zoning Commission in March 2024 to complete a partial term, and reappointed on December 2, 2024 for his first full term. Records indicate that he has been absent from 47% of meetings. The Planning and Zoning meetings are on the 2nd and 4th Wednesdays of each month. [Planning and Zoning Commission Rules and Procedures, Section V.G.1]

Chairman, Garrett Walls, made several attempts to contact Commissioner Roth on the following dates (all attempts were made via telephone calls unless otherwise indicated):

9/11/24 via text, no response
10/09/24
11/21/24
12/02/24
12/05/24
12/09/24
12/11/24, twice
12/16/24
12/17/24
12/18/24
12/19/24
1/07/25, twice
1/08/25, twice
1/09/25, twice
1/22/25, twice

Chair Walls received one return call from Commissioner Roth on February 5, 2025 at 2:05 p.m. Chair Walls informed the Commissioner that the Planning and Zoning Commission would discuss his attendance during other business at the February 12, 2025 meeting. Chair Walls encouraged Commissioner Roth to attend this meeting and speak with the PZC regarding his attendance.

Commissioner Roth joined the February 12, 2025 P&ZC meeting for roll call and disconnected shortly thereafter. The Planning Staff made an attempt to contact him via telephone after the disconnection. A voice message was left but no reply was received. Commissioner Roth did not rejoin the meeting.

The Planning and Zoning Commission finds that Commissioner Roth is not actively participating in the commission's functions by not attending meetings and therefore recommends the removal of Commissioner Roth from PZ&C by the City Council.

Based on his attendance record and failure to respond to multiple attempts to contact him about his attendance, the Planning and Zoning Commission recommends the removal of of Robert (Bob) Roth from the Planning and Zoning 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.)

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 removal of Robert (Bob) Roth from the Planning and Zoning 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 planning and zoning commission shall consist of seven members. All members shall be registered electors for at least one year immediately preceding their appointment. (Aurora, Colo. Code § 106-29). Commission members are appointed for a three year term and may serve up to three consecutive terms. (Aurora, Colo. Code § 2-772). (TJoyce)

Planning & Business Development

Planning Division
15151 E. Alameda Parkway, Ste. 2300
Aurora, Colorado 80012
303.739.7217

MEMORANDUM

TO:	Mayor Coffman and Members of the City Council
FROM:	Garrett Walls, 2025 Chairperson, Planning and Zoning Commission
THROUGH:	Marcus Bond, City Clerk Analyst
DATE:	February 25, 2025
SUBJECT:	Recommendation for Removal from the Planning and Zoning Commission

---

Recommendation

Suggested Removal(s): Removal of Robert Roth from the Planning and Zoning Commission

Summary:

Robert Roth, Ward V – During the public hearing that took place on February 12, 2025, the Planning and Zoning Commission unanimously approved a motion recommending to the City Council the removal of Commissioner Robert Roth.

Commissioner Roth was appointed to the Planning and Zoning Commission ("P&ZC") in March 2024. Records indicated that R. Roth has been absent from 47% of meetings. The P&ZC meetings are on the 2nd and 4th Wednesdays of each month. [Planning and Zoning Commission Rules and Procedures, Section V.G.1]

Chair Walls made several attempts to contact Commissioner Roth via 720-202-**(redacted)** on the following dates (all attempts were made via telephone call unless otherwise indicated):

9/11/24 via text, no response
10/09/24
11/21/24
12/02/24
12/05/24
12/09/24
12/11/24, twice
12/16/24

12/17/24
12/18
12/19/24
1/07/25, twice
1/08/25, twice
1/09/25, twice
1/22/25, twice

Chair Walls only received one return call from Commissioner Roth on 2/05/25 at 14:05. Chair Walls informed the commissioner that the Planning and Zoning Commission would discuss Commissioner Roth's attendance during other business at the February 12, 2025 meeting. Chair Walls encouraged Commissioner Roth to attend this meeting and speak with the PZC regarding his attendance.

Commissioner Roth joined the February 12, 2025, P&ZC meeting for roll call and disconnected shortly thereafter. The Planning Staff made an attempt to contact Commissioner Roth via telephone after the disconnection. A voice message was left but no reply was received, and Commissioner Roth did not rejoin the meeting.

The Planning and Zoning Commission finds that Commissioner Roth is not actively participating in the commission’s functions by not attending meetings and therefore recommends the removal of Commissioner Roth from PZ&C by the City Council.

CITY OF AURORA
Council Agenda Commentary

Item Title: Consideration to Appoint One (1) Member to the Career Service Commission
Item Initiator: Kadee Rodriguez, City Clerk
Staff Source/Legal Source: Kadee Rodriguez, City Clerk / Tim Joyce, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 5.3--Aggressively pursue primary job attraction, retention and expansion

COUNCIL MEETING DATES:

Study Session: 3/24/2025

Regular Meeting: 4/7/2025

2nd Regular Meeting (if applicable): n/a

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

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

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as Proposed at Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as Proposed at Regular Meeting

☐ Information Only

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

The purpose of the Career Service Commission is to hear and determine appeals made by an aggrieved employee pursuant to the rules and regulations of the Charter and Ordinances of the City.

The Career Service Commission consists of five (5) members appointed by the Aurora City Council. The term length is six (6) 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 Career Service Commission currently has two (2) vacancies. The Commission received one (1) application and an interview was conducted on February 20, 2025.

The applicant was:
Ted Baird

Upon conducting the interview, the Career Service Commission respectfully recommends the appointment of the following candidate:

Ted Baird – 1st term beginning 8/1/2024 and ending on 7/31/2030

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 Council wish to appoint Ted Baird to the Career Service 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 career service commission consists of five civic-minded persons, registered voters, and residents of the City. All appointments to this commission are for a six-year term and each member may serve up to two terms and shall serve until a successor is appointed and qualified. (City Charter, art. IX, sec. 9-3). The term length for each member is three years and members may serve up to three consecutive terms. (Aurora, Colo. Code § 2-772). (TJoyce)

MEMORANDUM

TO: Mayor Coffman and members of City Council

FROM: Caroline Kim, Chairperson, Career Service Commission

THROUGH: Marcus Bond, City Clerk Analyst

DATE: February 25, 2025

SUBJECT: New Appointment to the Career Service Commission

Board or Commission: Career Service Commission

Number of Vacancies: 2

Interview Information

Date of Interview: February 20, 2025

Names of Applicants: Ted Baird

Applicants Interviewed: Ted Baird

Recommendation

Suggested Appointment(s): Ted Baird

Summary:
The Career Service Commission supports Ted Baird for appointment as a commission member.

To assess Mr. Baird's qualifications, the current members on this commission interviewed this candidate for approximately 35 minutes during which time he was asked about his experience, values and desire to serve as a commissioner. Mr. Baird demonstrated strong values regarding honesty, integrity and accountability. He was previously on this commission for 2 terms and continues to be committed to serving on this commission. In addition, he has a strong background in Human Resources that demonstrated the ability to deal with conflict and has the time to be engaged with the commission. Reference checks were completed on Mr. Baird and were positive and supported the information he shared during his interview. We look forward to working with Mr. Baird on this Commission.

The Career Service Commission strongly supports the appointment of Ted Baird as a member on the Career Service Commission.

Career Service Commission

Applicant Package - Ward To Be Determined

Career Service Commission - Ward To Be Determined

Term 01 Aug 2023 - 31 Jul 2029
Positions Available 3

Number of applicants in this package 1

- Baird, Ted

Received: 02/13/2025
Ward V Resident & Registered Voter
Arapahoe County
Vetted: 02/13/2025
Marcus Bond

Name: Baird, Ted

Address: [redacted]

Email: [redacted]

Board Name: Career Service Commission

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
[redacted]

How long have you lived in Aurora?:
35 years

Are you registered to vote?:

Yes

Years of Education Completed:
18

Degree(s) Received:
BS-Economics, Masters-Business Admin.

College(s) Attended:
Utah State University, University of Utah

Employer Name:
U. S. Government Accountability Office (formerly General Accounting Office) GAO

Employer Address:
Washington D.C.

Current Position:
Retired

Years with Current Employer:
35 years

Work Experience:
I Performed audits, evaluations, and investigations of Federal programs including government contractors and prepared written reports of findings/results along with recommendations to Congress to improve the efficiency, effectiveness, and reduce costs of these programs. Over my 35-year career, I performed work over a wide spectrum of government activities such as defense, health care, airport construction and safety, natural resource management, human resource management, and information technology and systems. To carry out this work, I supervised and evaluated teams of auditors and evaluators. Supervision duties included making recommendations for awards as well as adverse actions. I also participated in promotion and award panels in addition to being a recruiter at college campuses for GAO.

Certification(s):
None

How are you involved in your community?:
I have previously served several terms on this Commission.

List your interests and activities.:
Family, golf, traveling

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 have plenty of time to give back to the community and desire to do so. As I found during my first terms on this Commission, Commission decisions help ensure Aurora government is the best it can be.

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

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:
Linda Gilroy, [redacted]

Reference 2: Full Name, Phone Number and Address:
Sam Stark, [redacted]

Reference 3: Full Name, Phone Number and Address:
Patrick Chavez, [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:
Ted Burnell Baird

Time of Submission: 02/13/25 11:38:56 AM

CITY OF AURORA
Council Agenda Commentary

Item Title: Consideration to Appoint One (1) Member to the Historic Preservation Commission
Item Initiator: Kadee Rodriguez, City Clerk
Staff Source/Legal Source: Kadee Rodriguez, City Clerk / Tim Joyce, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 6.4--Provide appropriate stewardship of natural resources to ensure long-term sustainability for the city

COUNCIL MEETING DATES:

Study Session: 3/24/2025

Regular Meeting: 4/7/2025

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

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

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as Proposed at Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as Proposed at Regular Meeting

☐ Information Only

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

The purpose of the Historic Preservation Commission is to review and make recommendations to City Council regarding potential landmark status for historical sites, districts and other properties for the educational, cultural and economic benefit of Aurora citizens.

The Historic Preservation Commission consists of eleven (11) members appointed by the Aurora City Council. The term length is three (3) years and members may serve up to three (3) 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 Historic Preservation Commission currently has three (3) vacancies. The Commission received one (1) application and a interview was conducted on February 21, 2025.

The applicant was:
Julia Bilderback (Professional)

Upon conducting interview, the Historic Preservation Commission respectfully recommends the appointment of the following candidate:

Julia Bilderback – 1st term beginning 8/1/2024 and ending on 07/31/2027

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 appointment Julia Bilderback to the Historic Preservation Commission?

LEGAL COMMENTS

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

MEMORANDUM

TO:	Mayor Coffman and Members of the City Council
FROM:	Chris Geddes, Historic Preservation Specialist
THROUGH:	Marcus Bond, City Clerk Analyst
DATE:	February 26, 2025
SUBJECT:	Appointment of New Member to the Historic Preservation Commission

---

Board or Commission: Historic Preservation Commission

Number of Vacancies: 3

Interview Information

Date of Interviews: 2/21/2025

Names of Applicants: Julia Bilderback

Applicants Interviewed: Julia Bilderback

Recommendation

Suggested Appointment(s): Julia Bilderback

Summary:

The Aurora History Museum and Historic Sites Office is seeking to appoint Julia Bilderback (professional member- Historian) to the Historic Preservation Commission (HPC). Julia Bilderback was interviewed by the HPC Chair, Vice Chair, and City's Historic Preservation Specialist. She was engaged in the interview process and provided strong answers to the interview committee. A reference call confirmed that Ms. Bilderback would be an excellent addition and contribute much to the HPC. The Aurora Historic Preservation Commission and Aurora History Museum and Historic Sites Office strongly recommends the appointment of Julia Bilderback as a member of the Historic Preservation Commission.

Historic Preservation Commission

Applicant Package - Ward To Be Determined

Historic Preservation Commission - Ward To Be Determined

Term 01 Aug 2024 - 31 Jul 2027
Positions Available 3

Number of applicants in this package 1

- Bilderback, Julia

Received: 12/24/2024
Ward IV Resident & Registered Voter
Arapahoe County
Vetted: 12/27/2024

Name: Bilderback, Julia

Address: [redacted]

Email: [redacted]

Board Name: Historic Preservation Commission

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
[redacted]

How long have you lived in Aurora?:
39 years

Are you registered to vote?:

Yes

Years of Education Completed:
30+

Degree(s) Received:
•Adams State University – Alamosa, CO MA in Humanities, Emphasis in U.S. History w/ focus on JEDI •Metropolitan State University of Denver – Denver, CO BA in History, Minor in Biology •Colorado State University – Fort Collins, CO BA in Anthropology, Certification in Asian Studies •Community College of Aurora – Aurora, CO AS in Psychology AS in Science

College(s) Attended:
Adams State, MSU, CSU, and Community College of Aurora

Employer Name:
Aurora History Museum/City of Aurora

Employer Address:
15051 E Alameda Pkwy, Aurora, CO 80012

Current Position:
Volunteer

Years with Current Employer:
1

Work Experience:
Corrected text of the Aurora History Museum's digitized newspapers on the Colorado Historic Newspapers website/database. Editing the text from the AI reader.

Certification(s):

•American College of Surgeons Committee on Trauma Stop The Bleed February 2023 • National Council For Mental Wellbeing Mental Health First Aid July 2022-July 2025 •LivingWorks Start TASC steps to recognize thoughts of suicide & engage safety resources using June 2021 LivingWorks Connect. •American Heart Association Heartsaver First Aid, CPR, AED April 2018-April 2020 •Department Of Homeland Security: Transportation Security Administration Conflict Management Essentials Course September 2010 •Lynda.com (Through Ashford University) Agile Instructional Design January 2017 Being a Good Mentor August 2017 Building Your Professional Network August 2017 Create Your Personal Brand August 2017 Creating Multimedia Learning February 2017 Developing Executive Presence May 2017 Executive Leadership May 2017 Gamification of Learning January 2017 Grant Writing for Education January 2017 Insights from a College Career Coach August 2017 Instructional Design Essentials: 6 certificates December 2016 Job Hunting for College Grads July 2017 Leadership Foundations May 2017 Leading with Emotional Intelligence April 2017 Learning Management Systems (LMS) Fundamentals January 2017 Neuroscience of Learning, The December 2016 Teaching Techniques: Creating Multimedia Learning February 2017 Teaching Techniques: Writing Effective Learning Objectives January 2017 Transitioning from Manager to Leader June 2017 •Develop – U (Ashford University) Facilities – Emergency Volunteer Team Curriculum March 2013

How are you involved in your community?:
Currently I'm a volunteer with the Aurora History Museum. My main involvement with the community is through Geeked Colorado which I run. Not only does it cover everything geeky in Colorado and beyond, it's main focus is to bring awareness of DEI/JEDI topics in the geek community. This is everything from how adaptable games are for people with disabilities to how ADA friendly are cons and the venues they are hosted at.

List your interests and activities.:
History, Geek Life Style, Science, Anthropology (I have even done forensic anthropology research and consulting).

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?:
I would like to get more involved with history (actually use my degrees) and find another way to serve my community.

How much time do you anticipate being able to spend on this appointment each month?:
Right now I can give 40 hours a week. Even when I find a new full time position I could still do several hours each week.

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:
Kyle Keller [redacted]

Reference 2: Full Name, Phone Number and Address:
Valerie Sangiuliano [redacted]

Reference 3: Full Name, Phone Number and Address:
Kathleen Martin [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:
Julia Bilderback

Time of Submission: 12/24/24 9:35:16 PM

CITY OF AURORA
Council Agenda Commentary

Item Title: Consideration to Appoint One (1) Member 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: 3/24/2025

Regular Meeting: 4/7/2025

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 two (2) terms. All eligible applications received within the last year are forwarded to the Board to be considered for interviews.

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

The Aurora Youth Commission currently has four (4) youth member vacancies and two (2) adult member vacancies. The Commission received two (2) applications and an interview was conducted on February 27, 2025 for the youth vacancies.

Among the applicants were:
Ebenezer Yimam - Youth
Ryan Okolia - Youth

Upon conducting the interview, the Aurora Youth Commission respectfully recommends the appointment of the following candidate:

Ebenezer Yimam (youth)– Partial term beginning 8/1/2023 and ending on 7/31/2025 and 1st term beginning 8/1/2025 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 Ebenezer Yimam 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 voting members. Of the voting members, sixteen members shall be ages 14 through 20. Six members shall be adults of the age of 21 or over. The composition of the Commission shall represent school districts, private schools, and home school participation to the extent possible through the nomination process. Commission members must be residents of the City, except that any student currently enrolled in a secondary school within the City is a qualified member regardless of their city of residence. Each commissioner serves a two-year term. (Aurora, Colo. Code § 2-902). (TJoyce)

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: February 28, 2025

Subject: New Appointment to the Aurora Youth Commission

Board or Commission Name: Aurora Youth Commission

Number of Vacancies: 4 youth, 2 adults

Interview Information

Date of Interviews: February 27, 2025

Applicant Names: Ebenezer Yimam

Applicants Interviewed: 1 youth

Recommendation

Suggested Appointment: Ebenezer Yimam

Summary: The Ebenezer is a sophomore at the Lotus School for Excellence who is passionate about addressing important issues affecting young people, particularly racism. He is deeply concerned about its impact on the Black population in Aurora and is motivated to start a Black Student Association to tackle this issue. He has a strong commitment to community service, volunteering at soup kitchens monthly through SCA, and participating in local events like the Aurora Mini-Con. His main interest in the Aurora Youth Commission lies in projects that focus on addressing food insecurity, such as organizing soup kitchens and food drives.

The Aurora Youth Commission strongly supports the appointment of Ebenezer Yima**m** as a member on the Aurora Youth Commission **for the remaining term of 8/1/2023 to 7/31/2025 and approved for the 1st term beginning 8/1/2025 to 7/31/2027.**

Aurora Youth Commission

Applicant Package - Ward III

Aurora Youth Commission - Ward III

Term 01 Aug 2024 - 31 Jul 2026
Positions Available 6

Number of applicants in this package 1

- Yimam, Ebenezer

Received: 02/19/2025
Ward III Student & Aurora Charter High School
Arapahoe County
Vetted: 02/19/2025
Marcus Bond

Name: Yimam, Ebenezer

Address: [redacted]

Email: [redacted]

Board Name: Aurora Youth Commission

Date of Birth:
[redacted])

Home Phone Number:
[redacted]

Work Phone Number:
N/A

How long have you lived in Aurora?:
15 Years

Are you registered to vote?:

Yes

Years of Education Completed:
10

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:
N/A

Certification(s):
N/A

How are you involved in your community?:
I consider myself fairly active in my community due to my participation in various programs. First, I teach 2nd graders (formerly 2nd/3rd graders) alongside my sister at Addis Kidan Evangelical Church. Furthermore, with my school, I've started volunteering at a soup kitchen in downtown Denver. Finally, during last summer and September, I participated in two youth activism programs (YAASPA's Summer of Activism, and Activism@Work), fostering a desire to be active in my community.

List your interests and activities.:

Academically, I'm interested in biology--including animal biology, sports science, and medicine-and atmospheric sciences. Moreover, I am a member of my school's Speech & Debate team, participating in a wide array of activities throughout my tenure in the club. On a more personal note, I'm interested in uplifiting my community through active work and empowerment through the formation of a Black Student Association at my school. Although the club hasn't been completely approved yet, I feel as if its intention exemplifies my aspirations as a community member.

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 that Aurora Youth Commission's goal of empowering youth throughout the Denver Metro Area aligns with my visions as a community member.

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

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

Reference 3: Full Name, Phone Number and Address:
Chris Nguyen, [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:
Ebenezer Sileshi Yimam

Time of Submission: 02/19/25 1:04:56 PM

Attachments

- ebenezer_yimam_hs_transcript.pdf

Aurora Youth Commission

Applicant Package - Ward IV

Aurora Youth Commission - Ward IV

Term 01 Aug 2024 - 31 Jul 2026
Positions Available 6

Number of applicants in this package 1

- Okolie, Ryan

Received: 02/28/2025
Ward IV Student & Aurora Charter High School
Arpahoe County
Vetted: 02/28/2025
Marcus Bond

Name: Okolie, Ryan

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?:
My whole life

Are you registered to vote?:

No

Years of Education Completed:
10

Degree(s) Received:
None so far

College(s) Attended:
None as of now

Employer Name:
DNE

Employer Address:
DNE

Current Position:
DNE

Years with Current Employer:
DNE

Work Experience:
DNE

Certification(s):
DNE

How are you involved in your community?:
I contribute to my community by writing book reviews, participating in trash clean up, and performing in theatre productions at my school (open to the Aurora community).

List your interests and activities.:
Reading, web browsing, listening to music, theatre, watching movies, having my rational challenged (debate)

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

No

If yes, enter the board name and position:
DNE

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

No

Why do you desire this appointment?:
To further my connection to this community while spending investing time in order to have more of Aurora's Youth represented in the decision-making process.

How much time do you anticipate being able to spend on this appointment each month?:
1-2 hours a day, 2-3 days a week

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

No

If yes, please explain:
DNE

Reference 1: Full Name, Phone Number and Address:
DNE

Reference 2: Full Name, Phone Number and Address:
DNE

Reference 3: Full Name, Phone Number and Address:
DNE

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:
Ryan Okolie

Time of Submission: 02/28/25 12:38:22 AM

Attachments

- report.pdf

CITY OF AURORA
Council Agenda Commentary

Item Title: Consideration to Reappoint Two (2) Members to the Open Space 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: 3/24/2025

Regular Meeting: 4/7/2025

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 purpose of the Open Space Board is to serve as community advocates for open space and recommend to council acquisition of open space properties, improvements to open space facilities, and review site/project management plans.

The Open Space Board consists of nine (9) members appointed by the city council. The term length is three (3) years and members may serve up to three (3) consecutive 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 Open Space Board has three (3) upcoming vacancies. The Board received four (4) applications and interviews were conducted on February 19, 2025.

Among the applicants were:
Brad Stratton
David Bourne
Scott Campbell
Tami Rickhoff

Upon conducting interviews, the Open Space Board respectfully recommends the reappointment and appointment of the following candidates:

Brad Stratton – 3rd term beginning 04/01/2025 and ending on 03/31/2028
David Bourne – 1st full term beginning 04/01/2025 and ending on 03/31/2028

FISCAL IMPACT

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

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

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

N/A

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

N/A

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does the City Council wish to reappoint Brad Stratton and David Bourne to the Open Space 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 open space board shall consist of nine members who are each registered electors. City Council shall endeavor to appoint one member from each of the Council wards for the purpose of providing the board with a full perspective of the entire City's open space needs through an even geographical distribution of the members. (Aurora, Colo. Code § 2-392). The open space board members are responsible to serve as advocates for open space within the City, prepare a master plan for open space as a tool for the City Council to make land use decisions, recommend criteria for lands appropriate for open space consideration and recommend appropriate properties, build awareness in the community for the open space concept, advise the Council in the development of a management plan to maintain open space, and to seek and obtain private grants and public donations. (Aurora, Colo. Code § 2-391). The term length for each member is three years and members may serve up to three consecutive terms. (Aurora, Colo. Code § 2-772). (TJoyce)

MEMORANDUM

City of Aurora

AuroraGov.org

To: Mayor Coffman and Members of City Council

From: Dennis Roy, Co-Chair, Open Space Board

Through: Brian Green, Director of Parks, Recreation and Open Space Department and Marcus Bond, City Clerk Analyst

Date: March 5th, 2025

Subject: Reappointment to the Open Space Board

Board or Commission Name: Open Space Board

Number of Upcoming Vacancies: 3

Interview Information

Date of Interview(s): February 19th, 2025

Applicant Name(s): Brad Stratton, David Bourne

Applicant(s) Interviewed: Brad Stratton, David Bourne

Recommendation

Suggested Appointment(s):

Brad Stratton, David Bourne

Summary:

David Bourne is an excellent candidate to continue serving on the Open Space Board. Besides having a PHD in Pharmaceuticals, David has a passion for the outdoors. He is a dedicated volunteer with the Aurora Open Space and Forestry division. He enjoys volunteering for bird counts and has been a leader in the Prairie Restoration Project at Plains Conservation Center. He is always a contributor to the discussions during OSB meetings and a reliable volunteer for any of the OSB outreach activities. There is no doubt that David can continue to make significant contributions to the board's mission.

Brad Stratton is a great candidate to continue his service on the Open Space Board. If approved, this will be his third term on the board. Brad has served as both vice chair and as chair of the board, and has a great understanding of the workings of the OSB. He is also a dedicated

volunteer with the Aurora Open Space and Forestry division and serves hundreds of hours each year. He is involved with the Prairie Restoration Project and Plains Conservation Center and the monitoring team at Pronghorn Natural Area. Brad's love of nature and passion for the open spaces of Aurora will allow him to continue to make significant contributions to the board's mission.

The Open Space Board strongly supports the reappointment of Brad Stratton and David Bourne as Members of the Open Space Board

Brian Green
Brian Green (Mar 7, 2025 15:19 MST)

Brian Green, Acting Director of Parks, Recreation and Open Space Department

Open Space Advisory Board

Applicant Package - Ward VI

Open Space Advisory Board - Ward VI

Term 01 Apr 2025 - 31 Mar 2028
Positions Available 3

Number of applicants in this package 1

- Bourne, David

Received: 12/31/2024
Ward VI Resident & Registered Voter
Arapahoe County
Vetted: 01/02/2025

Marcus Bond

Name: Bourne, David

Address: [redacted]

Email: [redacted]

Board Name: Open Space Advisory Board

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
[redacted]

How long have you lived in Aurora?:
11 years

Are you registered to vote?:

Yes

Years of Education Completed:
16

Degree(s) Received:
BPharm, MS, PhD, PostDoc

College(s) Attended:
Victorian College of Pharmacy, University of Kansas, University of Kentucky

Employer Name:
Retired

Employer Address:
Retired CU Pharmacy Faculty

Current Position:
Retired

Years with Current Employer:
9

Work Experience:
Pharmacy Faculty Member

Certification(s):
N/A

How are you involved in your community?:
OSNR Volunteer, MacinTech, computer club President

List your interests and activities.:
Programming, Swift and Web Photography

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

No

If yes, enter the board name and position:
NA

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

Yes

Why do you desire this appointment?:
I find working with OSNR volunteers and supervisors rewarding and informative. Participating as an OSAB member is very interesting and provides an opportunity to give back to the community.

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

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:
Brad Stratton, [redacted]

Reference 2: Full Name, Phone Number and Address:
Robert Gemmill, [redacted]

Reference 3: Full Name, Phone Number and Address:
Mark Christopher, [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:
David William Alan Bourne

Time of Submission: 12/31/24 4:00:05 PM

Attachments

- CV.pdf

David W. A. Bourne
11 March 2024

[redacted]

PRESENT POSITION: Professor Emeritus, Pharmaceutical Sciences, University of Oklahoma

EDUCATION:

Diploma of Pharmacy, Victorian College of Pharmacy, 1967
B.Pharm., Victorian Institute of Colleges, 1971
M.S.(Honors), University of Kansas, 1973
Ph.D., University of Kansas - Victorian College of Pharmacy (Intersearch) 1974. Thesis, "Acronycine esters as Pro-Drugs. Inhibition of Hydrolysis by Complexation"

EXPERIENCE:

Professor Emeritus of Pharmaceutical Sciences, University of Oklahoma, Oklahoma City, OK 2013 - present
Associate Professor of Pharmacy, C/T, Skaggs School of Pharmacy and Pharmaceutical Sciences, University of Colorado, June 2013 - January 2023
Member of the Center for Translational Pharmacokinetics and Pharmacogenomics, Skaggs School of Pharmacy and Pharmaceutical Sciences, University of Colorado, 2010 - January 2023
Member of the Colorado Clinical & Translational Sciences Institute, University of Colorado, 2013 - January 2023
Professor, College of Pharmacy, University of Oklahoma, Oklahoma City, OK 1996 - May 2013
Adjoint Professor, Skaggs School of Pharmacy and Pharmaceutical Sciences, University of Colorado, Aurora, CO 2012 - 2013
Adjunct Professor, College of Veterinary Medicine, Oklahoma State University, Stillwater, OK 2004 - 2013
Special Member, Graduate Faculty, University of Colorado, Aurora, CO 2011-2012
Visiting Professor (Sabbatical), School of Pharmacy, University of Colorado, Aurora, CO, Jul - Dec 2010
Associate Professor, College of Pharmacy, University of Oklahoma, Oklahoma City, OK Mar 1987 - 1996
Consultant in Pharmacokinetics, United Nations Industrial Development Organization, Taedok, Chung-Nam, Republic of Korea, Mar-Apr 1990, June -July 1988
Senior Lecturer, Department of Pharmacy, Univ of Queensland, St Lucia, Qld, Australia 1983 - Mar 1987
Visiting Research Scholar, Department of Veterinary Biosciences, University of Illinois, Urbana, IL January - April 1986

Lecturer, Department of Pharmacy, University of Queensland, St Lucia, Qld, Australia, Sep 1980 - 1982
Assistant Professor, College of Pharmacy, Univ of Kentucky, Lexington, KY 1977 - Sep 1980
Postdoctoral Fellow, College of Pharmacy, Univ of Kentucky, Lexington, KY 1974 - 1977
Visiting Lecturer, College of Veterinary Med, Univ of Illinois, Urbana, IL, Jun - Jul 1976
Assistant Lecturer, Victorian College of Pharmacy, Melbourne, Vic, Australia 1973 - 1974
Research Assistant, University of Kansas, Lawrence, KS 1971 - 1973
Pharmacist, Retail Manager, Melbourne, Vic, Australia 1970
Pharmacist-in-charge, Australian First Field Hospital, Australian Army, Vung-Tau, South Vietnam (3 months) 1969

AWARDS:

Commonwealth (Tertiary Education) Scholarship, Victorian College of Pharmacy, Vic, Australia 1964 - 1966
Intersearch Scholarship, University of Kansas - Victorian College of Pharmacy, Vic, Australia 1971 - 1974
AAPS Presidential Citation, 1997
AAPS PPDM Service Award, 2006

JOURNAL ADVISORY BOARDS:

Editorial Advisory Board, Journal of Pharmaceutical Sciences 1990-1998
Board of Scientific Reviewers, American Journal of Veterinary Medicine 1994 - 1996

MEMBERSHIPS AND QUALIFICATIONS:

American Association of Pharmaceutical Scientists (since 1986)
American Association of Colleges of Pharmacy (since 1979)
Rho Chi (Alpha Xi chapter) (since 1979)
Registered Pharmacist, Victoria (1967 - 2005)
Royal Australian Chemical Institute (1975)
Australian Pharmaceutical Science Association (1980 - 87, 96)

CONSULTANT:

Ciba Geigy (Australia) 1980
Reckitts (Australia) 1982
Alphapharm 1983 - 86
UNIDO 1988,90
Krug Life Sciences/NASA 1992-98
Angelini Pharmaceuticals 1996 - 7
Sandoz (Australia) 1982
U.S.V. Pharmaceuticals (Australia) 1981 - 82
TSI Mason Labs 1992
BDRC 1992-94
NIH ad-hoc Review Committee, Pathology A Study Section 1999
Impax Laboratories, CA 2001-2
Altus Pharmaceuticals, MA 2005
Hinkle Elkouri Law Firm, KS 2006
Federal Public Defender, OK 2004
Analytical Research Lab, OK 2006
Wiggins Sewell & Ogletree, 2006

Cephalon, Brazil 2009 - 10
PLx Pharma, TX 2011 - 12
Swaasth, OK 2010
Goodmans, Canada 2015

TEACHING EXPERIENCE:

Undergraduate: Biopharmaceutics, Pharmacokinetics, Pharmaceutical Analysis, Physical Pharmacy, Radiopharmaceutics, Clinical Pharmacokinetics, Pharmacy Math

Post-graduate: Biopharmaceutics, Pharmacokinetics, Computer programming, Computer-aided Data Analysis, Drug Stability, Radiopharmaceutics

INTERNET EXPERIENCE:

Webmaster of http://www.cpb.ouhsc.edu/ (Feb 1994 - May 2013). Webmaster for AAPS home page (1995 - 1997) , Webmaster for OUHSC College of Pharmacy (1998 - 2001), AACP EBIR-SIG home page (1998 - 2002). Moderator for PharmPK LISTSERV (over 3000 members). Maintains pharmacokinetic/ pharmacodynamic resources at http://www.pharmpk.com/

Domains: boomer.org, pharmacy.org, pharmpk.com

Online course material at
http://www.boomer.org/c/p4/ “Basic Pharmacokinetics”
and http://www.boomer.org/c/m/ “Pharmacy Math”

POST GRADUATE STUDENTS:

M. Hayashi	Post Doctoral 1978-79	**S.R. Gautam**	Ph.D. 1979-1982
C. Tovey	M.Pharm. 1982-1984	**V.H. Guerrini**	Ph.D. 1982-1985
Z.B. Ismail	M.Pharm. 1983-1985	**K.I. Kwon**	Ph.D. 1982-1986
A.B. Awaluddin	Ph.D. 1983-1986	**L. Hakim**	Ph.D. 1985-1988
P. Chen	M.S. 1988-1989	**Y-J Lee**	Ph.D. 1989-1994
P. Chen	Ph.D. 1990-1994	**B. Koneru**	Ph.D. 1991-1995
S.R. Vanapalli	Ph.D. 1997-2001	**S.R.P. Kambhampati**	Ph.D. 1997- 2001
R.P. Pradhan	M.S. 2000-2003	**Ying-Hao (Hero) Lu** (co-advisor)	M.S. 2003-2005

PATENTS:

Higuchi, T., Repta, A.J., and Bourne, D.W.A. 1976 Acronycine Derivatives. U.S. Patent 3,943,137

Committee Appointments at the University of Colorado

School of Pharmacy

Information Technology - Member 2013, 14, 15, 16, 17, 18
Awards and Scholarship - Member 2016, 17, 18
Strategic Initiative subCommittee - Member 2016, 17, 18
Ad hoc Curriculum Accreditation - Member 2013, 14
Ad hoc IT Search Committee - Member 2014, 15, 17

Anschutz Campus Committees

IT Governance Research and Creative Endeavors Committee - Member 2017, 18
IT Governance Infrastructure Committee - Member 2017, 18
University Web Professionals Committee - Member 2018
Ad hoc Student Review, Graduate School - Member 2013, 14

Committee Appointments at the University of Oklahoma

College of Pharmacy

Academic Appeals Board - Member 2011, 12, 13
Tenure Committee - Member 1993, 94, 95, 96, 97, 98, 99, 2000, 01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 11, 12, 13
Outcomes Assessment Committee - Member 2011, 12
Ad hoc Pharmaceutical Sciences Pharmaceutics Graduate Course Review Committee - Chair 2011
Curriculum Committee - Member 1995, 96, 97, 2003, 07, 08, 09, 10, 11
Executive Council - Department Representative 2009, 10
Ad hoc Pharmaceutical Sciences Graduate Program Core Curriculum Development Committee - Member 2009, 10
Pharmaceutical Science Faculty Search Committee - Member 2009
Pharmaceutics Faculty Search Committee - Member 2009
Ad Hoc Committee Stream Assessment, Decision Making and Problem Solving - Member 2009
OAC Drug Therapy Assessment (Team 2) - Member 2009
Integrated Assessment Ad Hoc Committee (Spring-P1) - Member 2009
Integrated Assessment Ad Hoc Committee (Fall-P1) - Member 2008, 09
Ad Hoc Committee to Define Outcomes and Assessment Strategies - Member 2009
Ad hoc Committee to Review Poison Control Center member 2004, 05, 06, 07, 08
College Computer Utilization Committee - Chairman 1988, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 2000, Member 2004 Chair 2005, Member 06, 07
Continuing Education Committee - Member 1996, 97, 98, 2003, 04, 05
College Alternate Delegate to AACP 2004, 05
College ACPE Self-Study Team, Standards for Students – Member 2005

College ACPE Self-Study Team, Standards for Financial Resources – Member 2005
Faculty Task Force for Extension of the OU Doctor of Pharmacy Program to Tulsa – Member 2001,02
Faculty Search Committee - Member - 1990, 91, 97, 98, 99, 2000, 01, 02
Self-study Committee - Member 1998, 99
Search Committee for Dean, College of Pharmacy - Member - 1996, 97
Pharm. D. Committee - Member 1992, 93, 94, 95
Professional Practice Plan - Member 1990, Chairman 1991, 92, Member 1993
Seminar Sub Committee of the College Centennial Committee - Member 1993
Self-study Faculty and Professional Staff and Support Staff Committee - Member 1990, 91
Self-study University Organization and Support Committee - Member 1990, 91
Self-study Research and Graduate Committee - Member 1990, 91
Graduate Affairs Committee - Member 1988, 89
PHSC Graduate Faculty Review Committee - Member 1988, 89
Equipment Committee - Member 1988, 89
Educational Policy, Planning, and Implementation Committee (Curriculum Committee) – Member 2001, 02
Department Graduate Affairs Committee – Member 2000, 2001
Department Strategic Planning Committee – Chairman 2001, 02
Pharmaceutics Faculty Search Committee – Chairman - 2000, 01
Ad hoc Faculty By-laws Committee – Member 2002, 03
Mosier Scholar Selection Committee – Member 2003
Ad hoc sub Committee of the Curriculum Committee to Review the DDS 1 Course – member 2003
College Delegate to AACP 2003, 04
Ad hoc sub Committee of the Curriculum Committee to Review the Infectious Disease Module – member 2003
Ad hoc Committee to Explore College – Yamanouchi Pharma Interaction member 2004
Curriculum Committee - Sub Committee - Member 1994

University Committees

OUHSC Information Technology Advisory Committee – Member 2002, 03, 04, 05, 06, 07, 08, 09, 10, 11, 12, 13
OUHSC Campus Website Development Committee - Member 2009
OUHSC Faculty Senate - Alternate 1998, 99, 2009
OUHSC Graduate College Graduate Faculty Appointments Committee – Member 2001, 02, 03, 04, 05, 06, 07
OUHSC Task Force Concerning Online and Distance Education – Member 2005
OUHSC Virtual Study Section – Member 2002, 03
OUHSC Provost Task Force on Distance Education – Member 2001, 02
OUHSC Institutional Animal Care and Use Committee - Member 1988, 89, 90, 91, 95, 96, 97, 98, 99, 2000, 01
OUHSC Faculty Appeals Committee - Member 1993, 94, 95, 96, 97, 98, 99, 2000
OUHSC IT Security Review Taskforce - Member 1999, 2000

OUHSC Academic Affairs, Technology in Teaching Committee - Member 1998, 99
OUHSC Academic Affairs, eMail Review Committee - Member 1998, 99
OUHSC Computer Advisory Committee - Member 1989, 90, 91, Chairman 1992, 93, Member 1994, 95, 96, 97, 98, 2002
OUHSC Web Focus Group - Member 1998
OUHSC Web Interview Team - Member 1997
OUHSC OU HSC Computer Advisory Committee, ad hoc Committee to Prepare R&E Mission Statement - Member 1996
OUHSC Graduate Student Affairs - Member 1993, 1994, Chairman 1995
OU Norman Computer Advisory Committee - Member 1990, 91, 92, 93, 94
Search Committee for R & E Associate Director - Member 1990, 91, 94
Faculty Senate Committee on Committees - Member 1988, 89, 90, 91, 92, 93
University Task Force on Computing, Telecommunications, and Library - Member 1992
OUHSC IACUC Sub-committee for Facility Inspection - Chairman 1990, 91
OUHSC Faculty Senate - Member 1988, 89, 90, 91
OUHSC Graduate College Program Evaluation Committee - Member 1988, 89, 90, Chairman 1991
OUHSC Computer Advisory Committee, ad hoc Committee to Select Mainframe Computer Replacement for OU HSC Campus - Chairman 1990, 91
OUHSC ad-hoc Committee to Review Copyright Policy Proposal - Co-Chair 1989, 90
OUHSC Computer Advisory Committee, ad hoc Committee to Review Computer Policy - Member 1989, 90
Faculty Senate Committee for Research and Scientific Affairs - Member 1988, 89, 90

National Appointments

AAPS Distance Learning Committee – Member 2005, 06, 07, 08
AACP EBIR SIG Webmaster 1998, 99, 2000, 01, 02, 03, 04, 05
AACP TOPS Webmaster 2000, 01, 02, 03, 04, 05
AACP Teacher of Pharmaceutics Section (TOPS) Chair-elect 2001, 02
AACP Teacher of Pharmaceutics Section (TOPS) Chair 2002, 03
AACP Teacher of Pharmaceutics Section (TOPS) Immediate Past Chair 2003, 04
AAPS PPDM Section Webmaster 2000, 01, 02, 03, 04, 05
AAPS Finance Committee – Member 2003, 04, 05
AAPS Distance Learning Program Review Team (PRT) Member 2004, 05
AAPS Webmaster 1995, 96, 97
AAPS Information Management Committee - Member 1995, 96, 97
AAPS Task-Force on On-Line Services - Chairman 1995, 96, 97

GRANTS AND CONTRACTS

1977

Bourne, D.W.A. "Physico-chemical Factors affecting the Oral Absorption of Cromolyn Sodium" University of Kentucky Research Foundation, $1,350 April

Dittert, L.W. and Bourne, D.W.A. "Studies for Rapid and Economical Detection of Drug Residues in Tissues of Food Producing Animals" Food and Drug Administration, $22,000 June

Bourne, D.W.A. and Dittert, L.W. "Swine as an Animal Model for Oral Bioavailability Testing" Food and Drug Administration, $109,676 September

Triplett, J.W. and Bourne, D.W.A. "Major Research Equipment Fund" University of Kentucky, $10,172 October

1978

Bourne, D.W.A. "Physico-chemical Factors affecting the Oral Absorption of Cromolyn Sodium" University of Kentucky Research Foundation, $500 November

Bourne, D.W.A. "Antibiotic Drugs in Food Producing Animals" Food and Drug Administration, $10,000 December

1979

Bourne, D.W.A. "Swine as an Animal Model for Oral Bioavailability Testing" Food and Drug Administration $126,760 March

Hurley, L.H., Hussain, A., Kostenbauder, H.B., Bourne, D.W.A. et al "Biomedical Research Development Grant" DHEW NIH $299,938 May

Triplett, J.W., Kim, E.E. and Bourne, D.W.A. "Basic Formulation Development and Clinical Studies with cis-Dichlorodiammine Platinum (II)" Kircher Clinical Research Fellowship, $15,000 May

Triplett, J.W. and Bourne, D.W.A. "Major Equipment Fund" University of Kentucky $19,271 October

Digenis, G.A., Bourne, D.W.A. et al "Disposition of 18F-Haloperidol and 82Br-Bromperidol" DHEW NIH $41,556 December

1980

Triplett, J.W. and Bourne, D.W.A. "Alteration of Gallium-67 Distribution Induced by Carrier Gallium" University of Kentucky Research Foundation $4,780 January

1981

Triggs, E.J. and Bourne, D.W.A. Bioavailability Testing of a USV ß-Blocker Tablet. USV Pharmaceuticals. $15,000 August

Triggs, E.J., Brophy, T.R.O. and Bourne, D.W.A. Clinical Pharmacology of Some Narcotic Analgesics in Cancer Pain. Queensland Cancer Fund. $12,812 November

Triggs, E.J., Brophy, T.R.O., and Bourne, D.W.A. Clinical Pharmacology of Some Narcotic Analgesics in Cancer Pain. University of Queensland Cancer Fund. $2,000 December

1982

Bourne, D.W.A. Pharmacokinetics of Sulphadiazine in Swine and Sheep. Central Computing Time Grant, Prentice Computer Centre, University of Queensland. $1,000 March

Bourne, D.W.A. Pharmacokinetics of Sulphadiazine in Swine and Sheep. Central Computing Time Grant, Prentice Computing Centre, University of Queensland. $1,500 June

Triggs, E.J. and Bourne, D.W.A. Bioavailability Testing of a USV Sedative Tablet. USV Pharmaceuticals. $6,500 April

Triggs, E.J. and Bourne, D.W.A. Dissolution Testing of a USV ß-Blocker Tablet. USV Pharmaceuticals. $3,000 June

Triggs, E.J. and Bourne, D.W.A. Single Dose and Steady State Bioavailability Comparison of a Diuretic in Healthy Volunteers. Reckitts Pty Ltd. $12,000 July

Triggs, E.J., Brophy, T.R.O., and Bourne, D.W.A. Clinical Pharmacology of Some Narcotic Analgesics in Cancer Pain. Queensland Cancer Fund. $12,802 November

Triggs, E.J., Bourne, D.W.A., and Eadie, M.J. Pharmacokinetics of Midazolam in the Aged. National Health and Medical Research Council. $27,380 November

Triggs, E.J., Brophy, T.R.O., and Bourne, D.W.A. Clinical Pharmacology of some narcotic analgesics for pain relief in patients with cancer. University of Queensland Cancer Fund. $4,872 December

1983

Bourne, D.W.A. Pharmacokinetics of radiopharmaceuticals. Central Computing Time Grant, Prentice Computer Centre, University of Queensland. $400 June

Triggs, E.J., Bourne, D.W.A., and Eadie, M.J. Pharmacokinetics of Midazolam in the Aged. National Health and Medical Research Council. $30,799 October

Triggs, E.J. and Bourne, D.W.A. Bioavailability Testing of an Alphapharm Non-steroidal Anti-inflammatory agent Tablet. Alphapharm Pty Ltd. $9,000 December

1984

Triggs, E.J. and Bourne, D.W.A. Bioavailability Testing of an Alphapharm Non-steroidal Anti-inflammatory agent Capsule. Alphapharm Pty Ltd. $9,000 February

Bourne, D.W.A. and Jacobs, J.J. Tumour Imaging with Novel Platinum Technetium Radiopharmaceuticals. The Australian Institute of Nuclear Science and Engineering. $5,000 December

1985

Triggs, E.J. and Bourne, D.W.A. Single Dose Comparison of a Diuretic tablet combination in Healthy Volunteers. Alphapharm Pty Ltd. $25,000 March

Triggs, E.J. and Bourne, D.W.A. Bioavailability Testing of an Alphapharm ß-Blocker Tablet. Alphapharm Pty Ltd. $12,000 November

Bourne, D.W.A. and Jacobs, J.J. Tumour Imaging with Novel Platinum Technetium Radiopharmaceuticals. The Australian Institute of Nuclear Science and Engineering. $3,500 December

1986

Bourne, D.W.A. Pharmacokinetics of Drug Interactions. Special Project Grant. University of Queensland. $6,425 January

Triggs, E.J. and Bourne, D.W.A. Assay Validation for an Alphapharm Diuretic Product. Alphapharm Pty Ltd. $5,000 August

Jacobs, J.J. and Bourne, D.W.A. Tumour Imaging with Novel Platinum Technetium Radiopharmaceuticals. Queensland Pharmaceutical Research Trust $4,000 September

Bourne, D.W.A. and Jacobs, J.J. Tumour Imaging with Novel Platinum Technetium Radiopharmaceuticals. The Australian Institute of Nuclear Science and Engineering. $4,500 December

1987

Bourne, D.W.A. Pharmacokinetic Software Development. University of Illinois, Department of Veterinary Biosciences. $300 July

Bourne, D.W.A. Modeling of Drug Residues in Food-Producing Animals. Presbyterian Health Foundation $14,679 October

1988

Bourne, D.W.A. Modeling of Food Residue Data in Laboratory Animals. Postdoctoral Fellowship Requests, OU HSC. $3,000 July

Allen, L.V., Bourne, D.W.A., and Tu, Y.-H. Pharmacokinetics of a New Controlled Release Sympathomimetic Dosage Form in the Dog, R.P. Scherer Corporation $9,000 November

1989

Hampton, E.M., Pederson, J.A., Pennington, L.R., Smith, C.L. and Bourne, D.W.A. Effect of diltiazem on cyclosporine immunotherapy. Presbyterian Health Foundation $19,690 November

1990

Bourne, D.W.A. Support of Pharmaceutics Graduate Program. SmithKline Beecham $12,500 March

Hampton, E.M. and Bourne, D.W.A. HyperKIN: An Interactive CAI Program in Applied Pharmacokinetics, Apple Computer's Higher Education Academic Development Donation $16,684 June

1992

Bourne, D.W.A. Pharmacokinetic Modeling Project, KRUG Life Sciences, $5,000 January

Bourne, D.W.A. Physiologically-Based Pharmacokinetic Models, KRUG Life Sciences, $24,473 December

1993

Bourne, D.W.A. Simulation of Pharmacokinetic Models using HyperCard®, OU HSC Summer Academy, $500 February

Putcha, L. and Bourne, D.W.A. Pharmacokinetic Models for Assessing the Effect of Weightlessness on Drug Pharmacodynamics, NASA RTOPG, $55,480 December

Bourne, D.W.A. Physiologically-Based Pharmacokinetic Models, KRUG Life Sciences, $20,000 December

1994

Bourne, D.W.A. Emulsion Drug Formulations for Improved Oral Administration, OCAST, $52,542 June

Basmadjian, G.P., Mills, S.L., Seale, T.W., and Bourne, D.W.A. Vaccine Producing Catalytic Antibodies against Cocaine, NIH, $217,194 (first year) September

Bourne, D.W.A. Physiologically-Based Pharmacokinetic Models, KRUG Life Sciences, $15,000 December

1995

Bourne, D.W.A. Physiologically-Based Pharmacokinetic Models, KRUG Life Sciences, $19.,000 December

Mandsager, R.E., Whitely, J.R., Clarke, C.R., and Bourne, D.W.A.. Computer-Based Fuzzy Monitoring of Infusion Anesthesia, NIH, $ 44,381 June

Bourne, D.W.A. Delivering Pharmacy Education on the Information Super Highway, AACP-GAPS, $26,477 July

Basmadjian, G.P., Mills, S.L., Seale, T.W., and Bourne, D.W.A. Vaccine Producing Catalytic Antibodies against Cocaine, NIH, $214,000 (second year) September

1996

Mandsager, R.E., Whitely, J.R., Clarke, C.R., and Bourne, D.W.A.. Computer-Based Fuzzy Monitoring of Infusion Anesthesia, NIH, $ 44,381 (second year) June

Bourne, D.W.A. Provision of PK/Biopharm Education Services, College of Pharmacy, Univ of New Mexico, $300 August

Basmadjian, G.P., Mills, S.L., Seale, T.W., and Bourne, D.W.A. Vaccine Producing Catalytic Antibodies against Cocaine, NIH, $230,056 (third year) September

Bourne, D.W.A. Physiologically-Based Pharmacokinetic Models, KRUG Life Sciences, $7,000 December

Bourne, D.W.A. Development of Java applets for WWW Delivery, School of Pharmacy, UCSF, $2,000 December

1997

Bourne, D.W.A. Provision of PK/Biopharm Education Services, College of Pharmacy, Univ of New Mexico, $300 August

1998

Bourne, D.W.A. Resource Facility for Population Kinetics, Consultant, University of Washington (NIH), $4,000 Mar

Bourne, D.W.A.. Provision of WWW Services for EBIR SIG of AACP, $14,850 Apr

Bourne, D.W.A. Bioavailability of PMZ Project and Assessment of Sleep Dynamics, Wyle Laboratories, $5.000 June

1999

Bourne, D.W.A. Resource Facility for Population Kinetics, Consultant, University of Washington (NIH), $4,000 Mar

Bourne, D.W.A.. Provision of WWW Services for EBIR SIG of AACP, $15,000 Feb

2000

Bourne, D.W.A. Resource Facility for Population Kinetics, Consultant, University of Washington (NIH), $4,000 Mar

Bourne, D.W.A.. Provision of WWW Services for EBIR SIG of AACP, $6,000 Jun

2001

Bourne, D.W.A. Analysis of plasma samples by HPLC, V.A. Hospital, OKC., $4,000 Mar

Bourne, D.W.A. Provision of Summer School Instruction by Distance Learning, MUSC, $900 Jul

2002

Bourne, D.W.A. Provision of Summer School Instruction by Distance Learning, XU $2,100 Aug

Bourne, D.W.A. Provision of PK Course on CD, UK, $500 Mar

Bourne, D.W.A. Provision of PK Course on CD, various $920 Dec

2003

Bourne, D.W.A. Provision of Summer School Instruction by Distance Learning, XU, $2,400 Nov

Bourne, D.W.A. Provision of PK/Biopharm Workshops for IBC $7,200 Dec

Bourne, D.W.A. Provision of PK Course on CD, various $730 Dec

2004

Bourne, D.W.A. Provision of Summer School Instruction by Distance Learning, XU, $7,500 Oct

Bourne, D.W.A. Provision of PK Course on CD, various $580 Dec

2005

Bourne, D.W.A. Provision of Pharmacy Math problem sets via Online Web Access, WU, $900 Feb

Bourne, D.W.A. Provision of Video over IP/Web based Pharmacokinetic course $10,000 Apr

Bourne, D.W.A. Provision of PK Course on CD, various $500 Dec

2006

Bourne, D.W.A. Provision of Summer School Instruction by Distance Learning, XU, $6,300 Feb

Bourne, D.W.A. Provision of Summer School Instruction by Distance Learning, XU, $4,344 Nov

Bourne, D.W.A. Provision of PK Course by Distance Learning, $500 Nov

Bourne, D.W.A. Provision of PK Course on CD, various $420 Dec

2007

Bourne, D.W.A. Provision of Summer School Instruction by Distance Learning, XU, $4,200 Sep

Bourne, D.W.A. Provision of PK Course on CD, various $380 Dec

2008

Bourne, D.W.A. Nanoparticles for Targeted Drug Delivery, OU College of Pharmacy Seed Grant Program, $9,126, Jul

Dormer, K., Grady, B., Kopke, R., Rutel, I. and Bourne, D.W.A. Targeted Delivery of Therapeutics Nanocomposites, OCAST-OARS, $44,664 (match $44,791) first year, $89,664 (match $90,211) total, Aug

Kopke, R., Dormer, K., **Bourne, D.W.A., Chen, K., Floyd, R., and Gao, X.** Multifunctional Nanoparticles for Targeted Therapy, NIDCD R21, $173,891 Direct Costs, Aug

Bourne, D.W.A. Provision of Summer School Instruction by Distance Learning, XU, $4,090 Aug

Bourne, D.W.A. Provision of PK Course on CD, various $655 Dec

2009

Towner, R., Floyd, Smith, Doblas, S., Watanabe, Y., Gordon, B., Ritchey, J., Snider, T., Pope, C., Bourne, D.W.A., Maples, K. and Jensen, R. Pre-clinical Investigation of Nitrone Anti-Glioma Agent, OCAST-OARS, $3,870 first year, Aug

Bourne, D.W.A. Provision of Summer School Instruction by Distance Learning, XU $2,760 Aug

Dormer, K., Grady, B., Kopke, R., Rutel, I. and Bourne, D.W.A. Targeted Delivery of Therapeutics Nanocomposites, OCAST-OARS, second year, $89,664 (match $90,211) total, Aug

Kopke, R., Dormer, K., **Bourne, D.W.A., Chen, K., Floyd, R., and Gao, X.** Multifunctional Nanoparticles for Targeted Therapy, NIDCD R21, $173,891 Direct Costs, Aug

Bourne, D.W.A. Provision of PK Course on CD, various $455 Dec

2010

Dormer, K., Grady, B., Kopke, R., Rutel, I. and Bourne, D.W.A. Targeted Delivery of Therapeutics Nanocomposites, OCAST-OARS, Unfunded twelve month extension, Feb

Bourne, D.W.A. Provision of PK Course on CD, various $180 Apr

Bourne, D.W.A. Provision of Summer School Instruction by Distance Learning, XU $3,400 Aug

2011

Bourne, D.W.A. Provision of PK Course on CD

2012

Bourne, D.W.A. Provision of PK Course on CD

Bourne, D.W.A. Co-investigator, 1U01FD004719-01, P.I. Kompella, U.B. Effect of physicochemical properties of ophthalmic formulations on ocular bioavailability, FDA 09/15/2012 - 09/30/2014

2013

Bourne, D.W.A. Co-investigator, 1U01FD004929-01, P.I. Kompella, U.B. In vitro-In vivo Correlations of Ocular Implants, FDA 09/15/2013 - 09/14/2014

2014

Bourne, D.W.A. Co-investigator, 1U01FD004929-01, P.I. Kompella, U.B. In vitro-In vivo Correlations of Ocular Implants, FDA 09/15/2013 - 09/14/2014

2015

Bourne, D.W.A. Co-investigator, 1U01FD004929-01, P.I. Kompella, U.B. In vitro-In vivo Correlations of Ocular Implants, FDA 09/15/2013 - 09/14/2014, Unfunded twelve month extension

Bourne, D.W.A. Co-investigator, P.I. Wang, G.S., Cannabidiol (CBD) and Pediatric Epilepsy, Colorado State Board of Health, 1 Oct 2015 - 30 Jun 2019

2016

Bourne, D.W.A. Co-investigator, P.I. Wang, G.S., Cannabidiol (CBD) and Pediatric Epilepsy, Colorado Department of Public Health and Environment, 1 Oct 2015 - 30 Jun 2019

2017

Bourne, D.W.A. Co-investigator, P.I. Wang, G.S., Cannabidiol (CBD) and Pediatric Epilepsy, Colorado Department of Public Health and Environment, 1 Oct 2015 - 30 Jun 2019

Bourne, D.W.A. Co-investigator, P.I. Wymore, E., Duration of Marijuana Concentration in Breast Milk, Colorado Department of Public Health and Environment, 1 Apr 2017 - 30 Jun 2019

2018

Bourne, D.W.A. Co-investigator, P.I. Wang, G.S., Cannabidiol (CBD) and Pediatric Epilepsy, Colorado Department of Public Health and Environment, 1 Oct 2015 - 30 Jun 2019

Bourne, D.W.A. Co-investigator, P.I. Wymore, E., Duration of Marijuana Concentration in Breast Milk, Colorado Department of Public Health and Environment, 1 Apr 2017 - 30 Jun 2019

2019

Bourne, D.W.A. Co-investigator, P.I. Wang, G.S., Cannabidiol (CBD) and Pediatric Epilepsy, Colorado Department of Public Health and Environment, 1 Oct 2015 - 30 Jun 2019

Bourne, D.W.A. Co-investigator, P.I. Wymore, E., Duration of Marijuana Concentration in Breast Milk, Colorado Department of Public Health and Environment, 1 Apr 2017 - 30 Jun 2019

Bourne, D.W.A. Co-investigator. P.I. Kompella, Uday B. Nonivasive Monitoring of Suprachoroidal Delivery, NIH R21 1 Feb 2019 - 31 Jan 2021

ABSTRACTS and PRESENTATIONS

(since 1995)

Bourne, D.W.A. 1995 Pharmacy/Medical Resources on the Information Superhighway, Continuing Education for Pharmacists, University of Oklahoma, College of Pharmacy, Oklahoma City, OK, Mar 5th

Bourne, D.W.A., Putcha, L., and Koneru, B. 1995 PK/PD Modeling of Scopolamine Data after I.V. and I.N. Administration, 28th Annual Higuchi Research Seminar, Lake Ozark, MO 13th Mar

Bourne, D.W.A. 1995 Pharmacy and the Internet, 28th Annual Higuchi Research Seminar, Lake Ozark, MO 14th Mar

Bourne, D.W.A. 1995 Emulsion Drug Formulations, Eight Annual Oklahoma Health Research Conference, University of Oklahoma, Oklahoma City, OK, Mar 23rd

Bourne, D.W.A. 1995 Pharmacy/Medical Resources on the Information Superhighway, Continuing Education for Pharmacists, University of Oklahoma, College of Pharmacy, Tulsa, OK, May 7th

Bourne, D.W.A. Pharmacy and the Internet, Teacher's Seminar, Workshop Leader - Two presentations, American Association of College of Pharmacy, 96th Annual Meeting, Philadelphia, PA, July 8th

Bourne, D.W.A. 1995 Invited speaker - Section on Libraries/Educational Resources, Developing and Maintaining WWW Pages for Publication on the Internet, American Association of College of Pharmacy, 96th Annual Meeting, Philadelphia, PA, July 9th

Bourne, D.W.A. 1995 Invited speaker - Section on Teachers of Bioloigcal Science, A Trek through Cyberspace, American Association of College of Pharmacy, 96th Annual Meeting, Philadelphia, PA, July12th

Polikandritou, M., Bourne, D., and Abbas, S.A. 1995 A New HPLC Analysis of Amphotericin B Using an Internal Standard, American Association of Pharmaceutical Scientists Annual Meeting, Miami Beach, FL, November 8th

Polikandritou, M., Gengler, C., Abbas, S.A., and Bourne, D., 1995 Comparative Studies of the Distribution of Postivie and Negative Lipid-Amphotericin B Compelxes in the Lungs after Aerosolization, American Association of Pharmaceutical Scientists Annual Meeting, Miami Beach, FL, November 9th

Lee, Y.J., and Bourne, D.W.A. 1995 Mathematical Modeling of a PK/PD Model incorpotating a Nonlinear Drug-Protein Binding Model, American Association of Pharmaceutical Scientists Annual Meeting, Miami Beach, FL, November 8th

Koneru, B., Bourne, D.W.A., and Putcha L. 1995 Pharmacokinetic/Pharmacodynamic Modeling of Scopolamine given Intravenously and Intranasally, American Association of Pharmaceutical Scientists Annual Meeting, Miami Beach, FL, November 8th

Bourne, D.W.A. 1995 Invited Speaker - Publishing News on the World Wide Web, New Directions for News, Fort Worth, 14th November

Bourne, D.W.A. 1996 Invited Speaker - Integration of Population Pharmacokinetics, Pharmacy Staff, Tri-Services Hospital, Taipei, Taiwan, 16th April

Bourne, D.W.A. 1996 Pharmacokinetics and Pharmacodynamics of IV/IN Scopolamine, College of Pharmacy, National Defense Medical Center, Taipei, Taiwan, 17th April

Bourne, D.W.A. 1996 Invited Speaker - Delivering Pharmacy Education on the Information Superhighway, American Association of College of Pharmacy, 97th Annual Meeting, Reno, NV, July17th

Polikandritou, M., Abbas, S.A., and Bourne, D.W.A. 1996 Aerosolized Liposomal Amphotericin-B in Fungal Infections, American Association of Pharmaceutical Scientists, Annual Meeting, Seattle, WA, 28th October

Bourne, D.W.A., Pihoker, C., and Bowers, C.Y. 1997 Pharmacokinetic and Pharmacodynamic Modeling of GHRP-2 after Intravenous and Oral Administration to Young Adults (Presentation), Southern Regional Meeting, New Orleans, LA, 7th February

Bourne, D.W.A. 1997 Invited Speaker - Teaching on the Internet: Some Tools and Techniques, Medical Information Science Seminar, University of California, San Francisco, CA, 7th May

Bourne, D.W.A. 1997 Invited Speaker - Mathematical Modeling of PK/PD Data, Departments of Biopharmaceutical Sciences and Pharmaceutical Chemistry, School of Pharmacy, University of California, San Francisco, 9th May

Bourne, D.W.A. 1997 Invited Speaker - An Introduction to HTML for Creating a Web Page, AACP Annual Meeting, Indianapolis, IN, 13th July

Bourne, D.W.A. 1997 Invited Speaker - Practical Examples using the Internet for CPE, AACP Annual Meeting, Indianapolis, IN, 13th July

Bourne, D.W.A. 1997 Pharmacokinetic Data Analysis and Modeling Using Computers, Three day seminar/workshop for Kemic Bioresearch Laboratories Ltd., Acardia University, Wolfville, NS, Canada, 30th Jul 30 - 1st Aug

Bourne, D.W.A. 1997 Pharmacokinetic Data Analysis and Modeling Using Computers, Three day seminar/workshop for Kemic Bioresearch Laboratories Ltd., Philadelphia, PA, 3rd - 5th Dec

Bourne, D.W.A. 1998 Invited Speaker - Pharmacokinetic in Space, 145th Annual Meeting & Exposition, APhA, Miami Beach, FL 23 Mar

Kambhampati, S.R.P., Bourne, D.W.A., Clarke, C.R., Mandsager, R.E., Whitely, R., and Eilerts, B.D. 1999 PK/PD Characterization of Propofol Infusion in Mixed-Breed Dogs, American Association of Pharmaceutical Scientists Annual Meeting, New Orleans, LA 15 Nov

Vanapalli, S.R., Bourne, D.W.A., and Putcha, L 1999 A Sensitive HPLC Method for Simultaneous Determination of Promethazine and Its Three Circulating Metabolites using Electrochemical and UV Detectors, American Association of Pharmaceutical Scientists Annual Meeting, New Orleans, LA 16 Nov

Kambhampati, S.R.P., Vanapalli, S.R., Nimmagudda, R., Berens, K, Putcha, L., Cheung, J.Y., and Bourne, D.W.A. 2000 A comparison of neural network and PK/PD prediction of core body temperature from saliva melatonin concentration., Artificial Neural Networks in Engineering Conference (ANNIE 2000), St. Louis, MO 7 Nov

Bourne, D.W.A. 2001 Invited Speaker - Internet Strategies for Graduate Student Recruitment, American Association of Colleges of Pharmacy, Annual Meeting, Toronto, ON, Canada, 7 Jul

Bourne, D.W.A. 2001 Course Resources for Teachers of Pharmaceutics (Moderator), American Association of Colleges of Pharmacy, Annual Meeting, Toronto, ON, Canada, 11 Jul

Vanapalli, S.R., Kambhampati, S.R.P., Jelic, T., Putcha, L., and Bourne, D.W.A. 2001 A population pharmacokinetic analysis of intranasal dosage forms for promethazine in rats, American Association of Pharmaceutical Scientists Annual Meeting, Denver, CO 22 Oct

Kambhampati, S.R.P., Vanapalli, S.R., Cheung, J.Y., Clarke, C.R., Mandsager, R.E., Whiteley, R., Eilerts, B.D., and Bourne, D.W.A. 2001 Comparison of PK/PD and neural network prediction of propofol infusion on EEG variables, American Association of Pharmaceutical Scientists Annual Meeting, Denver, CO 23 Oct

Kambhampati, S.R.P., Vanapalli, S.R., Putcha, L., and Bourne, D.W.A. 2001 Pharmacokinetic-pharmacodynamic model for melatonin, core body temperature and sleep activity, American Association of Pharmaceutical Scientists Annual Meeting, Denver, CO 23 Oct

Bourne, D.W.A. 2003 Moving old web site pages to new site, Section and SIG Orientation Session for Web Pages, Association of Colleges of Pharmacy, Annual Meeting, Minneapolis, MN 20 Jul

Basmadjian, G. and Bourne, D.W.A. 2003 Therapeutic and Structural Classification of Prescription Drugs: A Web Site to Aid Students to Understand the Relationship Between the Therapeutic and Physico-Chemical Properties of Drugs, Association of Colleges of Pharmacy, Annual Meeting, Minneapolis, MN 22 Jul

Bourne, D.W.A. 2003 Online Generation and Grading of Problem Sets, Association of Colleges of Pharmacy, Annual Meeting, Minneapolis, MN 22 Jul

Bourne, D.W.A. 2003 Teaching Presentation, LECOM, Erie, PA 15 Aug

Bourne, D.W.A. 2003 Pharmacokinetics in Clinical and Research Drug Product Development, IBC USA Conferences, Inc., Costa Mesa, CA 16-17 Sep

Bourne, D.W.A. 2003 Development and Evaluation of a Nasal Dosage Form of Promethazine, OSU College of Veterinary Medicine, Stillwater, OK 2 Oct

Bourne, D.W.A. 2003 Pharmacokinetics in Clinical and Research Drug Product Development, IBC USA Conferences, Inc., Cambridge, MA 9-10 Oct

Bourne, D.W.A. 2003 Pharmacokinetics in Clinical and Research Drug Product Development, IBC USA Conferences, Inc., South San Francisco, CA 17-18 Nov

Bourne, D.W.A. 2004 Creating Interactive Web Pages using JavaScript, Java applets and PHP, Association of Colleges of Pharmacy, Annual Meeting, Salt Lake City, UT 13 Jul

Lu, YH; Bourne, DWA; Lee, YJ. 2004 Creating a Java Gui (JGuiB) for the Pharmacokinetic/ Pharmacodynamic Computer Program- BOOMER. (abstract and poster) 2004 Annual Meeting of Pharmaceutical Society and Proceedings of Conference on Pharmaceutical Sciences and Pharmacy Education. Taipei, TAIWAN, pp.173. 18th Dec

Bourne, D.W.A. 2005 Pharmacokinetic, Pharmacodynamic Workshop, Altus Inc, OKC-Boston via video conference, 2nd Feb-13th Apr

Bourne, D.W.A. 2005 One day workshop - Pharmacokinetic Data Analysis: PK/PD Modeling Techniques/Resources From Basic, Industries to Internet, sponsored by Taiwan Society of Health-System Pharmacists, Taipei, Taiwan, 21st May

Bourne, D.W.A. and Davison, A.M. 2005 Enhancing Student Performance Through Web Generated Weekly Assessments and Self-paced Practice Sets in a Pharmaceutical Mathematics Course, Association of Colleges of Pharmacy, Annual Meeting, Cincinatti, OH 10th Jul

Bentz, B.G., Maxwell, L.K., Bourne, D.W.A. and Erkert, R. 2007 Pharmacokinetics of valacyclovir in the adult horse, *J. Vet. Intern. Med.*, **21**, 601-2

Dormer, K., Grady, B., Bourne, D., Rutel, I., Gao, X., Chen, K., Wang, K. and Kopke, R. 2009 Superparamagnetic-PLGA Nanoparticles for Targeted Delivery of Therapeutics to the Inner Ear, Conference on Nanotechnology for Health Care; Winthrop Rockefeller Institute/University of Arkansas, Little Rock, AR 7-10th Jan

Wang, Y., Gao, X., Ewert, D., Bourne, D., Grady, B., Dormer, K., Chen, K. and Kopke, R. 2009 Incorporation and Release of Various Forms of Dexamethasone in Biodegradable Poly(lactic-co-glycolic acid) Nanoparticles, 2009 MidWinter Meeting of the Association for Research in Otolaryngology. Baltimore, MD 16th Feb

Bourne, D.W.A. 2010 Pharmacokinetics and Biopharmaceutics Modeling: Advanced Course, 1 ½ day Workshop, Department of Pharmaceutical Sciences, University of Colorado, Aurora, CO 3-4 Dec

Bourne, D.W.A. 2011 Pharmacokinetics and Biopharmaceutics Modeling: Advanced Course, 1 ½ day Workshop, Department of Pharmaceutical Sciences, University of Colorado, Aurora, CO 21-22 Nov

Kadam, R.S., Kompella, U.B., Bourne, D.W.A. and Aquilante, C. 2012 Influence of the CYP2C8*3 Polymorphism on the Population Pharmacokinetics of Pioglitazone in Healthy Volunteers, Pharmaceutical Science Research Symposium, University of Colorado, Aurora, CO 12th Jan

Lewis, T., Bourne, D., Thurman, M., Burton, M and Rianthavorn, P. 2012 Pharmacokinetics of Daptomycin in Children on Hemodialysis, Pediatric Academic Societies, Annual Meeting, Boston, MA 29th Apr

Fogueri U, Cheungpasitporn W, Bourne D, Fervenza FC, Joy MS. 2015 Rituximab exhibits altered pharmacokinetics in patients with membranous nephropathy. ASN Annual Meeting, San Diego, CA

Sarah A Mellion, Alison Brent, Kathleen Adelgais, David Bourne, Jeffrey Galinkin and Joseph Wathen, MD 2016 Correlating clinical effectiveness of intranasal midazolam with pharmacokinetic profile in children undergoing laceration repair, PAS Meeting

Goot BH, Kaufman J, Bourne D, Hickey F, Twite M, Galinkin J, Christians U, Pan Z, Zuk J, Wilson T, Jaggers J, da Cruz E 2016 Morphine Pharmacokinetics in Children with Down Syndrome Following Cardiac Surgery, 16th Annual International Symposium on Congenital Heart Disease

Matter, Brock A.,: Ghaffari, Ali, Bourne, David, Wang, Yan, Choi, Stephanie and Kompella, Uday B. 2016 Dexamethasone Degradation During In Vitro Release from an Intravitreal Implant, ARVO

Wymore, Erica, Palmer, Claire, Wang, George, Metz, Torri, Bourne, David, Henthorne, Thomas, Sempio, Cristina, Klawitter, Jost, Bunik, Maya, 2018 Excretion and Persistence of Marijuana in Human Breast Milk, Pediatric Academic Societies 2018 Toronto Meeting

Erica Wymore, Claire Palmer, George Sam Wang, Torri Metz, David Bourne, Cristina Sempio, Jost Klawitter, Maya Bunik, 2018 Excretion and Persistence of Marijuana in Human Breast Milk, ICRS 2018 Leiden

Madhoosudan A. Patil, Brock Matter, Yogendra H. Raol, David Bourne, Ryan A. Kelley, and Uday B. Kompella, Pharmacokinetics of flupirtine, a non-opioid analgesic drug, in neonatal rats: Distribution, metabolism, and PBPK modeling, Gordon Research Conference, Drug Metabolism

Bourne D.W.A., 2018 What Can You Do With a Phone That is SMART, SSPPS Research Meeting, Breckenridge CO

Fogueri U, Cheungapasitport W, **Bourne D**, Fervenza FC, Joy MS. 2018 Altered pharmacokinetics of rituximab in membranous nephropathy *Annual Winter Symposium, University of CO*, Jan

Wymore, E, **Bourne D.W.A.** et al. 2018 Duration of Marijuana Excretion in Human Breast Milk *The 23rd Annual International Meeting of the Academy of Breastfeeding Medicine*, 14-17 Nov 2018

Michael Lampe, Ben Harnke, Ellie Svoboda, Jessica Hitt-Laustsen, Natalia Vergara, **David Bourne** 2020 Where in the World is Your OER Content?: Using Analytics for your Portfolio *COLTT 2020*, (5 August)

Michael Lampe, Ellie Svoboda, Ben Harnke, Jessica Hitt-Laustsen, Natalia Vergara, **David Bourne** 2020 Where in the World is your OER Content?: Using Analytics for your Portfolio *OpenEd20*, (10 November)

David Bourne, Ben Harnke, Natalia Vergara, Ellie Svoboda, Jessica Hitt-Laustsen and Michael Lampe, Maureen Stabio, Radu Moldovan, Gregory Glazner and Matthew Rustici 2021 OER: to the textbook and beyond! *COLTT 2021*, 5 August 2021

Erica M Wymore MD MPH, Claire Levek MS, George S. Wang MD, Torri D Metz MD MS, **David W.A. Bourne** PhD, Maya Bunik MD MPH 2021 Frequency of Maternal Marijuana Use and Association with Cannabinoids in Breastmilk and Urine Toxicology Testing *International Society for Research in Human Milk and Lactation (ISRHML), Stockholm*

Grant Comstock, Kevin Kilgallon, George Sam Wang, **David Bourne**, Eliza Blanchette, Erin Stenson 2021 Management and Associated Toxicokinetics of Massive Valproic Acid Ingestion with High Flow Continuous Venovenous Hemodiafiltration *North American Congress of Clinical Toxicity (NACCT)*, 16-18 Oct 2021

PUBLICATIONS

Bourne, D.W.A., Higuchi, T., and Pitman I.H. 1974. Chemical Equilibria in Solutions of Bisulfite Salts. *J. Pharm. Sci.,* **63**(6), 865-868

Cabana, B.E., Van Harken, D.R., Hottendorf, G.H., Doluiso, J.T., Griffen, Jr., W.O., Bourne, D.W.A., and Dittert, L.W. 1975. The Role of the Kidney in the Elimination of Cephapirin in Man. *J. Pharmacokin. Biopharm.,* **3**(6), 419-438

Munson, J.W. and Bourne, D.W.A. 1976. Pharmacy College Admission Test (PCAT) as a Predictor of Academic Success. *Amer. J. Pharm. Ed.,* **40**, 237-239

Bevill, R.F., Dittert, L.W., and Bourne, D.W.A. 1977. Disposition of Sulfonamides in Food-Producing Animals IV: Pharmacokinetics of Sulfamethazine in Cattle following Administration of an Intravenous Dose and Three Oral Dosage Forms. *J. Pharm. Sci.,* **66**(5), 619-623

Bevill, R.F., Koritz, G.D., Dittert, L.W., and Bourne, D.W.A. 1977. Disposition of Sulfonamides in Food-Producing Animals V: Disposition of Sulfathiazole in Tissue, Urine, and Plasma of Sheep following Intravenous Administration. *J. Pharm. Sci.,* **66**(9), 1297-1300

Bevill, R.F., Sharma, R.M., Meachum, S.H., Wozniak, S.C., Bourne, D.W.A., and Dittert, L.W. 1977. Disposition of Sulfonamides in Food-Producing Animals: Concentrations of Sulfamethazine and Its Metabolites in Plasma, Urine, and Tissues of Lambs Following Intravenous Administration. *Amer. J. Vet. Res.*, **38**(7), 973-977

Bourne, D.W.A., Bevill, R.F., Sharma, R.M., Gural, R.P., and Dittert, L.W. 1977. Disposition of Sulfonamides in Food-Producing Animals: Pharmacokinetics of Sulfamethazine in Lambs. *Amer. J. Vet. Res.,* **38**(7), 967-972

Bourne, D.W.A. and Gwilt, P.R. 1977. Digital Computer Fitting of Multiple Dose Data. *Austral. J. Pharm. Sci.,* **6**(2), 53-54

Bourne, D.W.A., Higuchi, T., and Repta, A.J. 1977. Acetylacroninium Salts as Soluble Prodrugs of the Antineoplastic Agent Acronine. *J. Pharm. Sci.,* **66**(5), 628-631

Foster, T.S. and Bourne, D.W.A. 1977. Use of a Programmable Hand-held Calculator for Clinical Pharmacokinetics. Amer. *J. Hosp. Pharm.,* **34**, 70-75

Koritz, G.D., Bourne, D.W.A., Dittert, L.W., and Bevill, R.F. 1977. Disposition of Sulfonamides in Food-Producing Animals: Pharmacokinetics of Sulfathiazole in Sheep. *Amer. J. Vet. Res.,* **38**(7), 979-982

McAllister, Jr., R.G., Bourne, D.W.A., and Dittert, L.W. 1977. The pharmacology of verapamil I. Elimination kinetics in dogs and correlation of plasma levels with effect on the electrocardiogram. *J. Pharmacol. Exp. Ther.,* **202**, 38-44

Mercer, H.D., Rollins, L.D., Carter, G.G., Gural, R.P., Bourne, D.W.A., and Dittert, L.W. 1977. Factors Affecting Serum Oxytetracycline Levels in Beef Calves. *J. Pharm. Sci.,* **66**(8), 1198-1200

Munson, J.W. and Bourne, D.W.A. 1977. Pharmacy College Admission Test (PCAT) as a Predictor of Academic Success. II: A Progress Report. *Amer. J. Pharm. Ed.,* **41**, 272-274

Bourne, D.W.A. 1978. Pharmacokinetic Modeling. *Proc. First Sympos. Vet. Pharmacol. Therap.,* 1-13, Baton Rouge, LA, Amer. College Vet. Pharmacol. Therap.

Bourne, D.W.A. 1978. Factors Influencing Drug Disposition in the Body - Biopharmaceutics. *Proc. First Sympos. Vet. Pharmacol. Therap.,* 14-28, Baton Rouge, LA, Amer. College Vet. Pharmacol. Therap.

Bourne, D.W.A., Dittert, L.W., Koritz, G.D., and Bevill, R.F. 1978. Disposition of Sulfonamides in Food-Producing Animals. VII. Disposition of Sulfathiazole in Tissue, Urine, and Plasma of Swine Following Intravenous Administration. *J. Pharmacokin. Biopharm.,* **6**(2), 123-134

Chungi, V.S., Bourne, D.W.A., and Dittert, L.W. 1978. Drug Absorption VIII: Kinetics of GI Absorption of Methotrexate. *J. Pharm. Sci.,* **67**(4), 560-561

Gautam, S.R., Chungi, V.S., Bourne, D.W.A., and Munson, J.W. 1978. HPLC Assay for Trimethoprim in Plasma and Urine. *Anal. Letters,* **B11**(11), 967-973

Koritz, G.D., Bevill, R.F., Bourne, D.W.A., and Dittert, L.W. 1978. Disposition of Sulfonamides in Food-Producing Animals: Pharmacokinetics of Sulfathiazole in Swine. *Amer. J. Vet. Res.,* **39**(3), 481-484

Koritz, G.D., Bourne, D.W.A., Dittert, L.W., and Bevill, R.F. 1978. Disposition of sulfonamides in food-producing animals: disposition of sulfathiazole in tissues, urine, and plasma of cattle following intravenous administration. *J. Vet. Pharmacol. Therap.,* **1**, 155-161

Koritz, G.D., Bourne, D.W.A., Dittert, L.W., and Bevill, R.F. 1978. Disposition of sulfonamides in food-producing animals: pharmacokinetics of sulfamerazine in cattle. *J. Vet. Pharmacol. Therap.,* **1**, 285-292

Triplett, J.W., Bourne, D.W.A., and Smith R.B. 1978. A Method for Continuous Monitoring of Radiopharmaceuticals in Blood for Pharmacokinetic Studies in Rats. *Int. J. Appl. Radiat. Isotop.,* **29**, 189-190

Bourne, D.W.A., Triplett, J.W., Hayden, T.L., DeSimone, P.A., and Hoeschele J.D. 1979. Pharmacokinetics of cis-Dichlorodiammine Platinum (II) in Rats Using an External Loop - Eigenfunction Expansion Technique. *J. Pharm. Sci.,* **68**(12), 1571-1572

Chungi, V.S., Bourne, D.W.A., and Dittert, L.W. 1979. Competitive Inhibition between Folic Acid and Methotrexate for Transport Carrier in the Rat Small Intestine. *J. Pharm. Sci.,* **68**(12), 1552-1553

Dittert, L.W., and Bourne, D.W.A. 1979. *Pharmacokinetics.* In **Modern Pharmaceutics.** Banker, G.S. and Rhodes, C.T. eds, pp87-142, Marcel Dekker, New York

Hayashi, M., Bourne, D.W.A., Bevill, R.F., and Koritz, G.D. 1979. Disposition of Sulfonamides in Food-Producing Animals: Pharmacokinetics of Sulfamerazine in Ewe Lambs. *Amer. J. Vet. Res.,* **40**(11), 1578-1582

McAllister, Jr., R.G., Bourne, D.W.A., Tan, T.G., Erickson, J.L., Wachtel, C.C., and Todd, E.P. 1979. Effects of hypothermia on propranolol kinetics. *Clin. Pharmacol. Therap.,* **25**(1), 1-7

McAllister, Jr., R.G., Tan, T.G., and Bourne, D.W.A. 1979. GLC Assay of Verapamil in Plasma: Identification of Fluorescent Metabolites after Oral Drug Administration. *J. Pharm. Sci.,* **68**(5), 574-577

Gautam, S.R., Nahum, A., Baechler, J. and Bourne, D.W.A. 1980. Determination of papaverine in plasma and urine by high-performance liquid chromatography. *J. Chromatog.,* **182**, 482-486

Todd, G.D., Bourne, D.W.A., and McAllister, Jr., R.G. 1980. Measurement of Verapamil Concentrations in Plasma by Gas Chromatography and High Pressure Liquid Chromatography. *Therap. Drug Monitor.,* **2**, 411-416

Bourne, D.W.A. 1981. Residues of Drugs in Food Animals. *U.S. Pharmacist,* **6**, 58-62

Bourne, D.W.A., Bialer, M., Dittert, L.W., Hayashi, M., Rudawsky, G., Koritz, G.D., and Bevill, R.F. 1981. Disposition of Sulfadimethoxine in Cattle: Inclusion of Protein Binding Factors in a Pharmacokinetic Model. *J. Pharm. Sci.,* **70**(9), 1068-1072

Bourne, D.W.A. and Triggs, E.J. 1981. Pharmacokinetics and Biopharmaceutics - A Series for the Practising Pharmacist. 1 Introductory Pharmacokinetics. *Introspect* **1**(10) 1-4

Bourne, D.W.A. and Triggs, E.J. 1981. Pharmacokinetics and Biopharmaceutics - A Series for the Practising Pharmacist. II Pharmacokintics of Drug Absorption. *Introspect* **1**(11) 1-4

Bourne, D.W.A. and Triggs, E.J. 1981. Pharmacokinetics and Biopharmaceutics - A Series for the Practising Pharmacist. III Factors Affecting Oral Absorption - Biological, Chemical, and Formulation Factors. *Introspect* **1**(12) 1-4

Bourne, D.W.A. and Triggs, E.J. 1981. Pharmacokinetics and Biopharmaceutics - Series for the Practising Pharmacist. IV Drug Excretion. *Introspect* **1**(13) 1-4

Bourne, D.W.A. and Wright, A.H. 1981. Modification of the Digital Computer Program NONLIN Which Allows It to Run on the PDP-11 Minicomputer. *Austral. J. Pharm. Sci.,* **10**(1), 23-24

Dominic, J.A., Bourne, D.W.A., Tan, T.G., Kirsten, E.B., and McAllister, Jr., R.G. 1981. The Pharmacology of Verapamil. III. Pharmacokinetics in Normal Subjects After Intravenous Drug Administration. *J. Cardiovasc. Pharmacol.,* **3**, 25-38

Koritz, G.D., Bourne, D.W.A., Hunt, J.P., Prasad, V.I., Bevill, R.F., and Gautam, S.R. 1981. Pharmacokinetics of theophylline in swine: a potential model for human drug bioavailability studies. *J. Vet. Pharmacol. Therap.,* **4**, 233-239

Triplett, J.W., Bourne, D.W.A., Kim, E.E., Gautam, S.R., McWhorter, L.K., and Deland, F.H. 1981. Alteration of Gallium Distribution in the Rat Using Periodically Related Elements - Enhanced early imaging. *Acta Radiolog. Oncol.,* **20**, 365-371

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Bourne, D.W.A. and Triggs, E.J. 1982. Pharmacokinetics and Biopharmaceutics - A Series for the Practising Pharmacist VI. Dosing Regimen Adjustment in Disease States. *Introspect* , **1**(16) 1-3

Bourne, D.W.A. and Triggs, E.J. 1982. Pharmacokinetics and Biopharmaceutics - A Series for the Practising Pharmacist VII. Drug Distribution. *Introspect* , **1**(17) 1-3

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Hayden, T.L., Bourne, D.W.A., and Fu, Y.T. 1983. Fourier - Transform Analysis of Radiopharmaceutical Data. *Math. Biosciences* , **63**, 71-85

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Tovey, C., Bourne, D.W.A., Schneider, J., Stephens, I.D., and Triggs, E.J. 1983. Determination of alcuronium dichloride in plasma by high - performance liquid chromatography without solvent extraction. *J. Chromatog.,* **278**, 216-219

Tovey, C., Stephens, I.D., Triggs, E.J. and Bourne, D.W.A. 1983. Apple II Program to Simulate the Response - Time Profile of Non - Depolarising Muscle Relaxants. *Comp. in Biol. and Med.*, **13**(3), 171-174

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Bourne, D.W.A./University of Colorado Denver 2017 **Drug Receptor**, Apple iOS App Store, **https://itunes.apple.com/us/app/drug-receptor/id1288697355?mt=8** v1.0 Sep

Bourne, D.W.A. 2018 **PharmacyTutorials**, Apple AppleTV App Store, https://itunes.apple.com/us/app/pharmacytutorials/id1059243219?mt=8 v 1.0.2 May

Bourne, D.W.A. 2018 **SE Aurora**, Apple iOS App Store, https://itunes.apple.com/us/app/se-aurora/id1357478968?mt=8 v 1.0.5 Aug

Bourne, D.W.A./University of Colorado Denver 2018 **AMC Aurora**, Apple iOS App Store, https:itunes.apple.comusappamc-auroraid1367200014?mt=8 v 1.0.5 Sep

Bourne, D.W.A. 2018 **tValues**, Apple iOS App Store, https://itunes.apple.com/us/app/tvalue/id1082227470?mt=8 v 1.4 Nov

Bourne, D.W.A./University of Colorado Denver 2017 **Drug Structures**, Apple iOS App Store, **https://itunes.apple.com/us/app/drug-structures/id1207401347?mt=8** v1.2 Nov

Bourne, D.W.A. 2018 **Catch the Sig**, Apple iOS App Store, https://itunes.apple.com/us/app/catch-the-sig/id1092876650?mt=8 v 1.2 Nov

Bourne, D.W.A./University of Colorado Denver 2018 **Drug Receptor**, Apple iOS App Store, **https://itunes.apple.com/us/app/drug-receptor/id1288697355?mt=8** v1.1 Dec

Bourne, D.W.A./University of Colorado Denver 2019 **Rx Review**, Apple iOS App Store, https://itunes.apple.com/us/app/rx-review/id1154216088?mt=8 v 1.2 Mar

Bourne, D.W.A. 2019 **SE Aurora**, Apple iOS App Store, https://itunes.apple.com/us/app/se-aurora/id1357478968?mt=8 v 1.2 Sep

Bourne, D.W.A. 2019 **Current Locations**, Apple iOS App Store, https://itunes.apple.com/us/app/current-locations/id1071269253?mt=8 v 1.1.2 Nov

Bourne, D.W.A. 2020 **tValues**, Apple iOS App Store, https://itunes.apple.com/us/app/tvalue/id1082227470?mt=8 v 2.0 Mar

Bourne, D.W.A. 2020 **SE Aurora**, Apple iOS App Store, https://itunes.apple.com/us/app/se-aurora/id1357478968?mt=8 v 1.2.1 Apr

Bourne, D.W.A. 2020 **Current Locations**, Apple iOS App Store, https://itunes.apple.com/us/app/current-locations/id1071269253?mt=8 v 1.1.3 Nov

Bourne, D.W.A. 2020 **Survey Help**, Apple iOS App Store, https://apps.apple.com/us/app/survey-help/id1523184336 v 1.1 Dec

Bourne, D.W.A. 2021 **Boomer - Non Linear Regression for PK Analysis**, https://www.boomer.org/boomer/ v 3.4.7 Feb

Bourne, D.W.A. 2021 **PharmacyTutorials**, Apple AppleTV App Store, https://itunes.apple.com/us/app/pharmacytutorials/id1059243219?mt=8 v 1.0.3 Apr

Bourne, D.W.A. 2021 **Catch the Sig**, Apple iOS App Store, https://itunes.apple.com/us/app/catch-the-sig/id1092876650?mt=8 v 1.4 Aug

Bourne, D.W.A. 2022 **Drug Structures**, Apple iOS App Store, **https://itunes.apple.com/us/app/drug-structures/id1207401347?mt=8** v1.3 May

Bourne, D.W.A. 2022 **Boomer - Non Linear Regression for PK Analysis**, https://www.boomer.org/boomer/ v 3.6.2 Aug

Bourne, D.W.A. 2022 **SE Aurora**, Apple iOS App Store, https://itunes.apple.com/us/app/se-aurora/id1357478968?mt=8 v 1.2.3 Oct

Bourne, D.W.A. 2022 **Survey Help**, Apple iOS App Store, https://apps.apple.com/us/app/survey-help/id1523184336 v 1.2 Nov

Bourne, D.W.A. 2023 **Survey Help**, Apple iOS App Store, https://apps.apple.com/us/app/survey-help/id1523184336 v 1.3 Jan

Bourne, D.W.A. 2023 **tValues**, Apple iOS App Store, https://itunes.apple.com/us/app/tvalue/id1082227470?mt=8 v 2.0.1 Aug

Bourne, D.W.A. 2023 **SE Aurora**, Apple iOS App Store, https://itunes.apple.com/us/app/se-aurora/id1357478968?mt=8 v 1.2.5 Aug

Bourne, D.W.A. 2023 **PCC Plants**, Apple iOS App Store, **https://apps.apple.com/app/pcc-plants/id6457107887** v1.0.2 Sep

Bourne, D.W.A. 2023 **Drug Structures**, Apple iOS App Store, **https://itunes.apple.com/us/app/drug-structures/id1207401347?mt=8** v1.4 Sep

Bourne, D.W.A. 2023 **Current Locations**, Apple iOS App Store, https://itunes.apple.com/us/app/current-locations/id1071269253?mt=8 v 1.2 Sep

Bourne, D.W.A. 2023 **Bird Count,** Apple iOS App Store **https://apps.apple.com/us/app/bird-count/id6451455469** v1.0.1 Nov

Bourne, D.W.A 2024 **Name the Drug**, Apple iOS App Store, https://apps.apple.com/us/app/name-the-drug/id1138921486 v 1.2 Feb

Bourne, D.W.A. 2024 **Catch the Sig**, Apple iOS App Store, https://itunes.apple.com/us/app/catch-the-sig/id1092876650?mt=8 v 1.6 Feb

Open Space Advisory Board

Applicant Package - Ward V

Open Space Advisory Board - Ward V

Term 01 Apr 2025 - 31 Mar 2028
Positions Available 3

Number of applicants in this package 1

- Stratton, Brad

Received: 01/17/2025
Ward V Resident & Registered Voter
Arapahoe County
Vetted: 01/21/2025
Marcus Bond

Name: Stratton, Brad

Address: [redacted]

Email: [redacted]

Board Name: Open Space Advisory Board

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
None

How long have you lived in Aurora?:
47 years

Are you registered to vote?:

Yes

Years of Education Completed:
19

Degree(s) Received:
MA - Computers in Education - Lesley College BA - Biological Science in Education - University of Northern Colorado

College(s) Attended:
Lesley College, University of Northern Colorado, Western State College

Employer Name:
Retired

Employer Address:
None

Current Position:
None

Years with Current Employer:
Retired for 15 years

Work Experience:
Community College of Aurora - math instructor Horizon Middle School - science teacher Strasburg High School - science teacher

Certification(s):
Just earned my Certified Interpretive Guide certificate Master Plant Class certificate

How are you involved in your community?:
Volunteer with Aurora open spaces and I volunteer with Aurora Community Special Olympics (A-Town)

List your interests and activities.:
Art, outdoors, hiking, skiing, 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:
None

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

Yes

Why do you desire this appointment?:
I truly enjoy being a part of this board. I am excited about the things we have accomplished, especially the outreach into the community. I think the board will continue to make an impact in the city of Aurora and I want to be a part of it.

How much time do you anticipate being able to spend on this appointment each month?:
I can see spending 10 or more hours.

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

No

If yes, please explain:
None

Reference 1: Full Name, Phone Number and Address:
Tom Isaacson [redacted]

Reference 2: Full Name, Phone Number and Address:
Charles and Debbe Milliser [redacted]

Reference 3: Full Name, Phone Number and Address:
Steven Kennedy [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:
Brad Michael Stratton

Time of Submission: 01/17/25 6:32:58 PM

Attachments

- Brad Stratton Resume.pdf

Brad Stratton

PROFILE

I am a retired school teacher and I enjoy volunteering, especially with Aurora Open Space and Natural Resources. I also enjoy dabbling in art, including sidewalk chalk art, graphite, colored pencil, watercolor and acrylics.

EXPERIENCE

Aurora OSNR Volunteer — 2022 - Present
I enjoy many of the volunteer opportunities including Prairie Restoration, Weed Warriors, Natural AreaTrash Clean Ups, Eagle Watches, Pronghorn Natural Area Monitoring, iNaturalist BioBlitzes, and others.

Open Space Advisory Board Member — 2019 - Present
The mission of the Board is "to preserve, enhance and expand the open spaces of Aurora while also educating citizens regarding the habitat, plants and wildlife of open space and trails. I have worked to help the Board meet these goals as a member and as chairperson for 2 years.

Community College of Aurora — 1984 - 1994 and 2008 - 2015
Worked part-time as a adjunct instructor teaching developmental math courses

Horizon Middle School, Cherry Creek School District — 1992 - 2008
My primary position was an 8th grade science teacher, but I occasionally taught math. I was the 8th grade coordinator for 3 years and the Science Department coordinator for 4 years.

Strasburg High School — 1977 - 1992
High school science teacher

EDUCATION

Lesley College — MA in Computers in Education 1995

University of Northern Colorado - BA in Education and Biological Sciences - 1977

SKILLS

I have experience serving on leading the Board and believe that I have the skills to continue helping to fulfill the mission of the OSAB

AWARDS

Eagle Award - January 2025



Open Space Advisory Board

Applicant Package - Ward IV

Open Space Advisory Board - Ward IV

Term 01 Apr 2024 - 31 Mar 2027
Positions Available 1

Number of applicants in this package 1

- Campbell, Scott

Received: 07/30/2024
Ward IV Resident & Registered Voter
Arapahoe County
Vetted: 7/30/2024
Marcus Bond

Name: Campbell, Scott

Address: [redacted]

Email: [redacted]

Board Name: Open Space Advisory 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:
18

Degree(s) Received:
Master's Degree

College(s) Attended:
University of Central Florida Florida Atlantic University

Employer Name:
City of Aurora

Employer Address:
15151 E Alameda Parkway

Current Position:
Community Engagement Coordinator

Years with Current Employer:
6+ Years

Work Experience:
13+ Years in local government

Certification(s):
IAP2

How are you involved in your community?:
I regularly host meetings with community members around a variety of topics and also work with community members regularly for problem solving, grants, and more.

List your interests and activities.:
Nature, reading, film, music

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've lived in Aurora and have had the good fortune to enjoy our parks and open spaces and I'd appreciate the opportunity to put my skills to use to support the continued good stewardship of those spaces.

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

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

No

If yes, please explain:
I do work for the city, and have received a letter from my director stating that there would be no conflict of interest in joining this board. I can provide this letter, but was only able to attach one document (my resume) to this application.

Reference 1: Full Name, Phone Number and Address:
Saadia Aurakzai-Foster,

Reference 2: Full Name, Phone Number and Address:
Joseph DeHerrera,

Reference 3: Full Name, Phone Number and Address:
Meg Allen

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:
Scott Campbell

Time of Submission: 07/30/24 3:58:28 PM

Attachments

- ScottMCampbellResume2024.pdf

Scott M. Campbell

Education

Florida Atlantic University
Boca Raton, FL
Fall 2010 Graduate
Masters in Non-Profit Management

University of Central Florida
Orlando, FL
Spring 2008 Graduate
Major: Bachelor of Arts – Philosophy
Minor: Religious Studies

Work Experience

July 2022 – Current
City of Aurora
Community Engagement Coordinator
Responsibilities:

- Manage city-wide neighborhood registration across multiple databases
- Mentorship/team lead to junior colleagues
- Educate residents and neighborhood groups on community programs & initiatives, local laws & ordinances, and city process & policy
- Plan, organize, and implement neighborhood plans involving multiple city departments
- Administration of municipal grants
- Relationship building with a diverse set of stakeholders
- Plan, organize, and implement community oriented programming
- Plan, organize, and implement community surveys & other feedback loops
- Provide highly responsible and complex administrative support to management and elected officials
- Creation and presentation of oral and written reports and documents to City Council, residents, neighborhood groups, and other community stakeholders
- Coordinate and facilitate community meetings
- Plan, coordinate, and implement assistance to city departments with outreach, engagement, and public relations surrounding their projects and programs
- Design, coordinate, and deploy division's monthly newsletter

April 2022 – July 2022
City of Aurora
Interim Community Engagement Division Manager

February 2022 – April 2022
City of Aurora

[redacted]

Community Engagement Coordinator

June 2018 – February 2022
City of Aurora
15151 E Alameda Parkway
Neighborhood Liaison

June 2013 – May 2018
Village of Wellington
Community Projects Manager

April 2012 - June 2013
Village of Wellington
Senior Neighborhood Advocate

December 2010 - April 2012
Village of Wellington
Neighborhood Advocate

September 2010 – December 2010
Village of Wellington
12300 Forest Hill Blvd
Wellington, FL 33414
Assistant Neighborhood Advocate

Proficiencies, Skills, Certifications, & Experience

IAP2 Certification, Proficient with Microsoft Office Suite, Grant Writing, Grant Administration, Community Engagement & Relationship Building, Meeting Facilitation, Fundraising, Research, Event Planning & Management, Grassroots Organizing, Public Policy, Volunteer Management, Customer Service, Data Analysis, Intermediate GIS Skills

References

Saadia Aurakzai-Foster
Former Division Manager Community Engagement & Relations– City of Aurora
408-410-4763

Joseph DeHerrera
Executive Director – 1st Judicial District Juvenile Assessment Center (JAC)
970-682-0294

Meg Allen
Former Community Engagement Coordinator– City of Aurora
303-960-8724

[redacted]

Open Space Advisory Board

Applicant Package - Ward I

Open Space Advisory Board - Ward I

Term 01 Apr 2024 - 31 Mar 2027
Positions Available 1

Number of applicants in this package 1

- Rickhoff, Tami

Received: 07/01/2024
Ward I Resident & Registered Voter
Adams County
Vetted on: 07/02/2024
Marcus Bond

Name: Rickhoff, Tami

Address: [redacted]

Email: [redacted]

Board Name: Open Space Advisory Board

Date of Birth:
[redacted]

Home Phone Number:
[redacted]

Work Phone Number:
[redacted]

How long have you lived in Aurora?:
20years

Are you registered to vote?:

Yes

Years of Education Completed:
15

Degree(s) Received:
En glish

College(s) Attended:
Minneapolis Community Technical College, NorthHenepin Community Technical College, Augsburg College

Employer Name:
My Family

Employer Address:
2092 Havana Street

Current Position:
Homemaker

Years with Current Employer:
7.5

Work Experience:
Varied

Certification(s):
A few

How are you involved in your community?:
i seek to become more involved. There are several issues that can be improved.

List your interests and activities.:
My family, cooking, reading, bicycling, dance

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 want to participate in my neighborhood

How much time do you anticipate being able to spend on this appointment each month?:
2-4 hours

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

No

If yes, please explain:
None

Reference 1: Full Name, Phone Number and Address:
I do not have "references." I'm a "homebody." I stopped working in 2020 due to horrble neighbors(we needed a full time human presence; one set of neighbors were thieves and the other set mistreated their dogs(YES. I reported them a few times AND reached out to them to see if there was any way that I could help.)

Reference 2: Full Name, Phone Number and Address:
One could speak with Jennifer and/or Chantelle

Reference 3: Full Name, Phone Number and Address:
I could provide my husband, if necessary.

How did you hear about us?:

News Aurora (water bill newsletter)

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

Time of Submission: 07/01/24 11:22:01 PM

Attachments

- DOC004.pdf

pay attention to your body. . . soul . . . reactions . . .
CHRISTIANS say "no" not to do this. To avoid
feelings - Just TRUST in GOD. Some believe that GOD wants
you to be in tune w/ his CREATION. HOW CAN religious
leaders make caring About the ANIMALS that we eat & take
care of mother EARTH. pdemic. WHY? The environmentalists
HAVE become that which they once loathed.

CITY OF AURORA
Council Agenda Commentary

Item Title: Board Member Appointment to the Havana Business Improvement District
Item Initiator: Andrea Amonick, Manager of Business Development, Planning and Business Development
Staff Source/Legal Source: Chad Argentar, Project Manager, Planning and Business Development / Brian Rulla, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Economically Strong: Building a conducive development climate, a diverse mix of industries and housing options, and fostering economic growth so that our community thrives and remains resilient.

COUNCIL MEETING DATES:

Study Session: 3/24/2024

Regular Meeting: 4/7/2025

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)

Chad Argentar, Project Manager, Planning and Business Development / Hanosky Hernandez, Senior Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: 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.)*

In September 2007, the Aurora City Council established the Havana Business Improvement District (BID),through the adoption of Ordinance No. 2007-36, the "Organizing Ordinance". This legislation also approved the Board of Directors and annual Operating Plan and Budget. The ballot issue establishing a 4.5 Mill Levy real property tax was approved in the November, 2007 election. The original Havana Business Improvement District (BID) Board appointments were approved through Council resolution. Section 5 of the Organizing Ordinance, creating the Havana BID, provides that within thirty (30) days following the date on which there is a vacancy on the Board of Directors of the District, a successor shall be appointed by resolution of the City Council.

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

On February 20, 2025 the Board voted to recommend to the City Council that it appoint Miguel Mendoza to the Board. Mr. Mendoza is Vice President of the Aurora Market for First Bank and the company requested the he represent them on the Board with his appointment. The Board recommendation letter with additional information about Mr. Medoza is attached along with his elector formand her elector form.

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 approve the Havana BID Board Member appointment and wish to forward to the Regular City Council meeting for approval by way of a Resolution?

LEGAL COMMENTS

Section 5 of Ordinance No. 2007-36 organizing the Havana Business Improvement District provides that within 30 days following the date on which a vacancy on the Board of Directors occurs, a successor shall be appointed by resolution of the City Council. (Rulla)

Havana Business Improvement District – On Havana Street
1555 S Havana Street, Suite F303
Aurora, CO 80012
www.OnHavanaStreet.com

February 21, 2025

Mike Coffman, Mayor, City of Aurora & Aurora City Council
15151 E Alameda Parkway
Aurora, CO 80012

RE: Havana BID Board Appointment – Miguel Mendoza – First Bank – Havana & Iliff

Dear Mayor Coffman and City Council Members,

The Havana Business Improvement District has a board vacancy and would like to request to appoint a new board director. Miguel Mendoza has been an active stakeholder and community partner of On Havana Street. His designated elector, First Bank would love to be represented on the Board of Directors for our special district. Miguel has been an engaged Aurora community member for the city at large and a champion of On Havana Street programming and advocacy. He attends board meetings, community events, engages with stakeholders, and participates in On Havana Street events.

First Bank is very community minded and has requested that Miguel Mendoza represent their business on the HBID Board (See the designation of elector form is attached). We are requesting that the Aurora City Council consider appointing Miguel Mendoza to the Havana BID board representing his employer, First Bank – Aurora Market.

As the Vice President of the Aurora Market for First Bank, he is a relationship banker, lender, and leader dedicated to making a positive impact in the community. He is also multi-lingual and engages with our diverse global corridor businesses and partnerships. Miguel has a passion for On Havana Street's success because he grew up in Aurora and is a Gateway High School graduate. He takes pride in representing Aurora and supporting the community he grew up in.

His background in economic development non-profits and business and community engagement roles with the Better Business Bureau make him a perfect addition to the BID Board. His volunteer background includes working with STRIDE Community Health Center, financial literacy programs and even coaching soccer. He has already established strong relationships and partnerships with other stakeholders, businesses, community partners, and non-profit organizations.

The Havana BID Board of Directors are thrilled to have an active property stakeholder like First Bank represented on the board and would like to appoint Miguel Mendoza to represent the region of the corridor near Havana and Iliff and be a property stakeholder representation on the board. At our February 20, 2025, Havana BID Board meeting, the BID board voted unanimously to recommend that City Council appoint Miguel Mendoza with First Bank to the Havana BID Board.

The Havana BID board worked with its attorney group, Spencer Fane to confirm that Miguel Mendoza is a registered voter in Colorado. Please email me at Chance@OnHavanaStreet.com call me at 720-788-8986 if you have any questions.

Sincerely,
Chance Horiuchi
Chance Horiuchi, Executive Director

Garrett Walls, E-5 Equities, Havana BID Board President
Yulissa Williams, US BANK, Havana BID Vice President
Matt Rauzi, Owner/Operator, Colorado's Pro Gym, Havana BID Director
Donovan Welsh, Vice President, Havana Auto Parts, Havana BID Director
Kerstin Hitchcock, Owner/Operator, Gary's Full-Service Auto Repair, Havana BID Director
Mark Hammerbeck, Owner, Herrada Printing of Colorado, Havana BID Director
Adriana Lara, Target, Havana BID Director

DESIGNATION OF ELECTOR

HAVANA BUSINESS IMPROVEMENT DISTRICT
CITY OF AURORA AND
COUNTY OF ARAPAHOE, STATE OF COLORADO

To the Secretary of the Havana Business Improvement District, in the City of Aurora and County of Arapahoe, State of Colorado ("District"):

Miguel Mendoza the designated elector, who is a natural person who is a citizen of the United States and a resident of the State of Colorado, and who is eighteen years of age or older, is hereby designated by the entity identified below, as an owner or lessee of taxable real or personal property in the District, which is not a natural person, to vote for such owner or lessee as an "elector" of the District. This designation supersedes and replaces any prior designation (if any) by the entity identified below.

Designating Entity (Business/Property Name):
: FIRSTBANK OF AURORA

Designating Entity

By (signature): [signature]
Name: Miguel Mendoza
Title: Vice President
Property Address: 2320 S Havana St, Aurora, CO
Effective as of: 7/15/2024

The **address to be used for mailing a ballot** to the Designated Person is:	5183 Kirk Court Denver, CO 80249
The **address where** the Designated Person is **registered to vote**:	5183 Kirk Court Denver CO 80249

Designated Person's **Date of Birth:** 07/31/1995 (for verification of qualified Colorado Voter Status)	Designated Person's Daytime Telephone Number: 303-574-3482

(This designation is filed with the Secretary of the District. Only one such person may be designated by an owner or lessee regardless of the number of properties or lots owned by such owner or lessee. No elector shall be allowed to cast more than one vote even if the person is designated by more than one entity or even if the person is eligible as an individual and also as a designee.)

DN938611_1

CITY OF AURORA
Council Agenda Commentary

Item Title: Water, Infrastructure and Supply Efficiency (WISE) Water Delivery Agreement Amendment
Item Initiator: Alex Davis, Assistant General Manager of Water Supply and Demand, Aurora Water
Staff Source/Legal Source: Alex Davis, Assistant General Manager of Water Supply and Demand, Aurora Water / Ian Best, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Healthy: Connecting natural and built environments with multimodal networks, ensuring access to parks and recreation, and preserving sustainable water supplies.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 4/7/2025

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

R2025- A RESOLUTION OF THE CITY COUNIL FOR THE SECOND AMENDED AND RESTATED WATER DELIVERY AGREEMENT BETWEEN THE CITY OF AURORA, ACTING BY AND THROUGH ITS UTILITY ENTERPRISE, DENVER WATER, AND THE SOUTH METRO WISE AUTHORITY
Alex Davis, Assistant General Manager of Water Supply and Demand, Aurora Water / Ian Best, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item 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: 3/19/2025

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

On February 11, 2008, City Council approved a Resolution for an Intergovernmental Agreement (IGA) between the City of Aurora and Denver Water to investigate cooperative water supply opportunities as item 10c.

On November 20, 2008, the South Metro Water Supply Authority joined the study through a Memorandum of Understanding (MOU).

On April 1, 2013, City Council approved a Resolution for an Intergovermental Agreement (IGA) between the City of Aurora, Denver Water and the South Metro WISE Authority for water deliveries as item 10c.

On December 31, 2013, City Council approved a Resolution for an Amendment to an Intergovernmetnal Agreement (IGA) between the City of Aurora, Denver Water and the South Metro WISE Authority for water deliveries as item 16a.

On March 19, 2025, the Water Policy Committee supported moving the second amended and restated Water Delivery Agreement between the City of Aurora, Denver Water and the South Metro Wise Authority to the April 7, 2025 council meeting.

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

The WISE Agreements constitute a partnership between Aurora, Denver Water and the South Metro Water Supply Authority (SMWSA) wherein Aurora and Denver provide water to assist SMWSA in reducing their member reliance on nonrenewable groundwater supplies. Aurora, Denver Water, and SMWSA entered into the Amended and Restated WISE Partnership Water Delivery Agreement (WDA) effective December 31, 2013, for water deliveries pursuant to the WISE Partnership. The WDA stated that the parties intended the WDA to result in a permanent and interruptible supply of water to SMWSA, subject to the WDA's terms and conditions. The Parties wish to enter this Second Amended and Restated WISE Partnership WDA to reflect changes that have occurred since 2013.

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 APPROVING A RESOLUTION for the second amended and restated Water Delivery Agreement between the City of Aurora, acting by and through its Utility Enterprise, Denver Water, and the South Metro Wise Authority?

LEGAL COMMENTS

The City Charter authorizes the Council to approve, by resolution, the execution of contracts with other governmental units for furnishing or receiving commodities or services (Charter Section 10-12)(Best).

RESOLUTION NO. R2025- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE SECOND AMENDED AND RESTATED WATER DELIVERY AGREEMENT BETWEEN THE CITY OF AURORA, ACTING BY AND THROUGH ITS UTILITY ENTERPRISE, DENVER WATER, AND THE SOUTH METRO WISE AUTHORITY

WHEREAS, in 2012 the City of Aurora, acting by and through its Utility Enterprise ("Aurora Water") and the City of Denver, acting by and through its Board of Water Commissioners ("Denver Water") entered into an intergovernmental agreement that governs the operations of the Water, Infrastructure, and Supply Efficiency ("WISE") Project; and

WHEREAS, South Metro WISE Authority ("Authority") is comprised of ten governmental or quasi-governmental water providers seeking to develop surface water supplies that will decrease reliance on groundwater supplies; and

WHEREAS, Aurora Water, Denver Water and the Authority entered into an Amended and Restated WISE Partnership Water Delivery Agreement effective December 31, 2013 ("Amended WDA"), for water deliveries pursuant to the WISE Partnership. The Amended WDA set forth the parameters and conditions for delivery of a permanent and interruptible supply of water to the Authority, subject to the Amended WDA's terms and conditions; and

WHEREAS, Aurora Water, Denver Water and the Authority now wish to enter into this Second Amended and Restated WISE Partnership Water Delivery Agreement ("Second Amended WDA") to update Aurora Water and Denver Water's delivery obligations and extend the dates of completion for needed system connections to DIA and Aurora Water's Binney Water Treatment Plant; and

WHEREAS, Aurora Water will be compensated by the Authority at a rate set forth in the Second Amended WDA such that Aurora Water's overhead and delivery costs are paid by the Authority; and

WHEREAS, C.R.S. § 29-1-201 et *seq*., authorizes and encourages local governments to contract with one another to provide any function, service, or facility, including the sharing of costs. Governments are specifically authorized by C.R.S. § 31-35-402(1)(h) to enter into agreements for planning, construction and operation of water facilities. All the Parties to the agreement are political subdivisions of the State of Colorado, and each is authorized to acquire infrastructure and to operate water facilities; and

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

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

Section 1. The Second Amended and Restated Water Delivery Agreement between Aurora Water, Denver Water, and the South Metro WISE Authority is hereby approved.

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

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

RESOLVED AND PASSED this _____ day of _____ 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

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

SECOND AMENDED AND RESTATED
WISE Partnership – Second Amended and Restated Water Delivery Agreement between Denver Water, the City of Aurora, acting by and through its Utility Enterprise, and the South Metro WISE Authority

This second amended and restated Water Delivery Agreement ("Agreement") is entered into by the City and County of Denver, acting by and through its Board of Water Commissioners ("Denver Water"), the City of Aurora, Colorado, a home rule municipal corporation of the counties of Adams, Arapahoe, and Douglas, acting by and through its Utility Enterprise ("Aurora"), and the South Metro WISE Authority ("Authority") (individually, a "Party" and collectively, the "Parties").

Recitals

A. Denver Water owns and operates a municipal water supply system that provides water to the inhabitants of the City and County of Denver and by contract to certain areas outside the boundaries of the City and County of Denver.

B. Aurora owns and operates a municipal water supply system that provides water for inhabitants of the City of Aurora and by contract to certain areas outside the City of Aurora.

C. The Authority is comprised of ten (10) governmental or quasi-governmental water providers seeking to develop through cooperation between its Members (as defined below) new surface water supplies that will decrease reliance on nontributary groundwater supplies. The Members are also members of the South Metro Water Supply Authority ("SMWSA").

D. Colorado law, C.R.S. § 29-1-201 et seq., authorizes and encourages local governments to contract with one another to provide any function, service, or facility, including the sharing of costs. 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. All the Parties to this Agreement are political subdivisions of the State of Colorado, and each is authorized to acquire infrastructure and to operate water facilities.

E. Denver Water and Aurora entered into an Intergovernmental Agreement dated August 16, 2012 that governs their operations under the WISE Project.

F. Engineering studies based on historic hydrology have identified both periodic available capacity in Aurora's existing Prairie Waters Project ("PWP") and periodic available water supplies that can be utilized by the Authority and Denver Water and suggested that in the future additional water may be available under the WISE Partnership, assuming significant new infrastructure, and significant additional unused return flows resulting from growth in Denver Water's and Aurora's customer base. While changes in future hydrology, demands, or water administration will affect the volume of potential future deliveries, the Parties intend to cooperate with each other to determine if increased WISE deliveries would be feasible. If the Parties decide that increased WISE Deliveries are in their collective interests, that additional water would be subject to a separate agreement.

G. Denver Water's participation in this Agreement includes providing water from reusable return flows, which originate on the West Slope. Denver Water has entered into the Colorado River Cooperative Agreement ("CRCA"), which authorizes use of Denver Water's reusable return flows in the WISE Partnership under certain terms and conditions.

H. The Authority and its Members have entered into the SM WISE IGA defining the Members' participation in the WISE Project.

I. Denver Water, Aurora, and the Authority entered into the Amended and Restated WISE Partnership Water Delivery Agreement effective December 31, 2013 ("Amended WDA"), for water deliveries pursuant to the WISE Partnership. The WDA stated that the parties intended the WDA to result in a permanent and interruptible supply of water to the Authority, subject to the WDA's terms and conditions. The Parties wish to enter into this Second Amended and Restated WISE Partnership Water Delivery Agreement ("Second Amended WDA") to reflect changes that have occurred since 2013.

J. Section 3.2 of the Amended WDA identified infrastructure necessary to commence deliveries from the PWP to the Authority, that had to be constructed or acquired by the Parties. Pursuant to Section 3.2, Denver Water and the Authority purchased the Western Pipeline. In addition, the Authority designed and constructed the Temporary Interconnect. Upon completion of the Temporary Interconnect, Aurora accepted the Temporary Interconnect, and the Authority conveyed those portions of the Temporary Interconnect upstream of the isolation valve to Aurora. Aurora now owns, maintains, operates and controls those portions of the Temporary Interconnect conveyed by the Authority, and bears the associated maintenance or replacement costs.

K. Section 3.3 of the Amended WDA stated that, for Denver Water and Aurora to begin delivery of the full annual average amount of water under the Amended WDA, the DIA Connection would be required. Denver Water agreed to complete construction of the DIA Connection by May 31, 2020, unless the Parties mutually agreed to a different date.

L. Section 3.3.4 of the Amended WDA stated that the Authority was responsible for the construction by May 31, 2021 of any infrastructure necessary to convey and use water delivered from the Binney Plant to the Western Pipeline ("Binney Plant Connection").

M. In a letter dated January 28, 2020, the Parties agreed to extend the completion date for the DIA Connection to June 1, 2021. The letter recited that the reasons included uncertainty about Denver Water corrosion control and the Authority study of an alternative to the DIA Connection. The parties agreed that a DIA Connection schedule could not be set until parties determined which alternative should be constructed.

N. In a letter dated August 17, 2020, the Parties extended the date for completion of the Binney Plant Connection to September 30, 2021 because of COVID-19 supply-chain disruptions. This letter also said that the Phase-In Period (as defined in the WDA) would be extended one year so the ten-year block would start June 1, 2022. The letter also said that SMWA would decide on a potential DIA Alternative by October 31, 2020.

O. In a June 1, 2022 letter, the Parties extended Binney Plant Connection completion to May 31, 2023 due to delays in construction. The Parties also agreed to extend the date for completion of the DIA Connection to December 31, 2024 based on a decision not to pursue an alternative for the DIA connection. The letter recited that a WDA amendment among the parties was not yet complete, but the letter included an additional one-year extension of the Phase-In Period through May 31, 2023 to allow time for the Binney Connection to be completed and the WDA to be amended. The June 1, 2022 letter included a minimum offered delivery amount and minimum payment for deliveries from June 1, 2022 through May 31, 2023 of 3,000 AF. Finally, the letter stated that the parties agreed to complete a WDA amendment by the end of 2022. The letter stated that the purpose of the amendment would be to consider a Binney Plant Connection extension to May 31, 2023; the fact that Aurora deliveries to Binney Plant Connection will not be disinfected; completion of the DIA Connection by December 31, 2024; extension of the Phase-In Period to June 1, 2023 with delivery of no less than 3,000 AF from June 1, 2022 through May 31, 2023; and effectuating the Douglas County option including phase-in of deliveries during first 10-year block.

P. Denver Water, Aurora, the Authority, and Douglas County entered into the WISE Water Reservation Agreement on January 28, 2015 ("Reservation Agreement"). The Reservation Agreement re-iterated that the WISE Project is intended to reduce the reliance of the Members on nonrenewable groundwater and to create a dependable, albeit interruptible, renewable water supply for the Members. The Reservation Agreement reserved all of the unsubscribed WISE water solely for Douglas County. Through exercise of the opportunities provided under the Reservation Agreement on June 28, 2019, the Delivery Obligation to the Authority will be, except as provided in Paragraph 3.4.2, a minimum of 100,000 AF over each Ten-Year Block.

Q. The Parties now wish to enter into this Second Amended and Restated WISE Partnership Water Delivery Agreement ("Second Amended WDA") to a) modify the Delivery Obligation to the Authority as agreed in the Reservation Agreement; b) extend the date for completion of the DIA Connection to July 31, 2025; and c) extend the date for completion of the Binney Plant Connection to July 31, 2025 and address other related matters.

NOW, THEREFORE, Denver Water, Aurora, and the Authority agree as follows:

Article 1
Intent of the WISE Partnership

1.1 The Parties have been engaged in the development of a regional water supply project, now known as the WISE Partnership ("WISE"). A fundamental concept of WISE is to reduce the reliance of Members on nonrenewable groundwater and to create a dependable, albeit interruptible, surface water supply for Members. WISE would accomplish these goals by utilizing the periodic unused or underused capacity in Aurora's PWP, and the construction or acquisition of additional infrastructure, combined with the beneficial use by the Authority of water supplies to be made available by Aurora and Denver Water. Engineering studies conducted by the Parties have demonstrated a potential for a dependable supply of water for the Authority utilizing such periodic unused capacity and available water supplies.

1.2 The Parties have determined that the joint use of infrastructure, the delivery of water, and the financial arrangements in this Agreement will benefit the health, safety and welfare of their respective citizens and customers, enhancing water supplies while minimizing costs.

1.3 Denver Water and Aurora acknowledge that the Members will depend upon the water deliveries provided under this Agreement to partially meet their future long-term water demands. The Members acknowledge that they cannot rely upon WISE deliveries as their sole source of water supply. The water supply being made available to the Authority by Aurora and Denver Water is permanent, variable, and interruptible under the conditions described in this Agreement. The Members have acknowledged in the SM WISE IGA the need to maintain existing water supplies, develop new water supplies, or have adequate storage available to meet their demands when WISE deliveries are interrupted under the terms of this Agreement.

Article 2
Definitions

"Abstention Provisions" shall mean those restrictions on the acquisition of new supplies of water from the Colorado River Basin by the Authority and the Members as set forth in the Colorado River Cooperative Agreement.

"AF" means acre-feet.

"Authority Service Area" means the aggregate water delivery service area within Douglas County and Arapahoe County to which the Members are authorized to provide water service. The Authority Service Area within Douglas County and Arapahoe County may be modified through inclusion, annexation, or contract in the future. Any expansion of the Authority Service Area beyond Douglas County and/or Arapahoe County is subject to the prior written approval of the Parties.

"Binney Plant" shall mean the Binney Water Purification Facility located north of the Aurora Reservoir.

"Binney Plant Connection" shall have the meaning set forth in Paragraph 3.3.4.

"Colorado River Cooperative Agreement" or "CRCA" shall have the meaning set forth in Recital G of this Agreement.

"Corps" shall mean the United States Army Corps of Engineers.

"Delivery Location" shall have the meaning set forth in Paragraph 4.1.1.

"Delivery Obligation" shall mean a minimum delivery of 100,000 AF of water over each Ten-Year Block.

"Delivery Year" means each 12-month period beginning June 1 and ending the following May 31.

"DIA Connection" means that interconnection between Denver Water's treated distribution system near the Denver International Airport and Aurora's PWP. The interconnection shall consist both of the pipeline from the north end of DIA which connects into the PWP system at Pump Station #2 near 96th Avenue and E-470, and the Flow Control Facility as depicted in Attachment A.

"DIA Connection Fee" means the payment made by the Authority to Denver Water pursuant to Paragraph 3.3.1.

"Dominion Agreement" means that certain Intergovernmental Agreement for Temporary Lease of Water between Aurora and Dominion Water & Sanitation District dated July 30, 2012 or any subsequent agreement(s) for delivery to Dominion at an alternative point of delivery.

"ECCV" means the East Cherry Creek Valley Water and Sanitation District.

"Effective Date" shall have the meaning set forth in Paragraph 5.30.

"Joint Advisory Committee" shall mean that certain advisory committee formed by the Parties pursuant to Paragraph 5.1.

"Member" means a member of the Authority. At the time of execution of this Agreement, the Members are as follows:

Town of Castle Rock
Dominion Water & Sanitation District
Stonegate Village Metropolitan District
Cottonwood Water & Sanitation District
Denver Southeast Suburban Water & Sanitation District (a/k/a Pinery Water and Wastewater District)
Highlands Ranch Water (formerly known as Centennial Water & Sanitation District)
Rangeview Metropolitan District
Parker Water & Sanitation District
Meridian Metropolitan District
Inverness Water & Sanitation District

"MGD" means million gallons per day.

"Master Meter" shall refer to the primary meter through which deliveries are made to the Authority; through the Temporary Interconnect until the Binney Plant Connection is complete and thereafter through the Binney Plant Connection. At Aurora's discretion, the Temporary Interconnect will remain functional for future use.

"Minimum Payment" shall have the meaning set forth in Paragraph 3.5.3.

"Offered Delivery Amount" means the volume and flow rate of water offered by Denver Water and Aurora to the Authority at the Delivery Location(s) subject to the delivery volume and flow rate parameters set forth in Paragraph 3.4.

"Prairie Waters Project" or "PWP" means the water collection, conveyance, storage and treatment system owned and operated by Aurora that delivers water from the South Platte River north of Denver to and including the Binney Plant.

"SM WISE IGA" means the "South Metro WISE Authority Formation and Organizational Intergovernmental Agreement" executed by the Members as may be amended from time to time.

"Temporary Interconnect" shall mean the connection between the Aurora treated distribution system and the Western Pipeline.

"TDS" means "Total Dissolved Solids" as set forth in Paragraph 3.6.2.

"TDS Commitment" shall have the meaning set forth in Paragraph 3.6.2.

"Ten-Year Block" means successive ten-year periods, starting with the ten-year period beginning June 1, 2025, ending May 31 ten years later, and continuing for subsequent consecutive ten-year periods.

"Total Actual Cost" means the total cost of the land acquisition, design, permitting, construction, and related expenses of the DIA Connection, to be determined upon completion of the DIA Connection. This shall not include the cost of internal staff time for administrative or management purposes, or costs paid by South Adams County Water and Sanitation District.

"Water Infrastructure and Supply Efficiency Partnership" or "WISE Partnership" or "WISE Project" or "WISE", as identified under Article 1, refers to the cooperative water supply effort by Aurora, Denver Water, and the Authority to develop efficient and cost effective water pursuant to this Agreement.

"Western Pipeline" means the existing 48"-54" pipeline currently owned by the Authority and Denver Water, formerly owned by ECCV that runs from the vicinity of E-470 and Smoky Hill Road south and west along E-470/C-470 to the vicinity of C-470 and University Boulevard.

"West Slope Charge Agreement" shall mean the agreement among the Authority, the Colorado River Water Conservation District, and Denver Water executed on July 10, 2017, the purpose of which is set forth in Paragraph 4.4.1.

Article 3
Water Supply

3.1 Volume of Water. Aurora and Denver Water agree to make available for delivery to the Authority a minimum amount of 100,000 acre-feet ("AF") of water over each Ten-Year Block, an average of 10,000 AF per year ("Delivery Obligation") except for the initial Ten-Year Block under certain conditions described below in Paragraph 3.4.2. Water deliveries in a particular Delivery Year will be governed by the parameters in Paragraph 3.4.

3.2 Infrastructure Necessary to Commence Deliveries. In order for any water to be delivered from the PWP to the Authority additional infrastructure had to be constructed or acquired by the Parties.

3.2.1 Western Pipeline. Denver Water and the Authority purchased the Western Pipeline. The operation and maintenance of the Western Pipeline is addressed under the terms of a separate agreement.

3.2.2 The Temporary Interconnect. The Authority built the Temporary Interconnect to ensure water could be conveyed from Aurora to its Members. Upon completion and Aurora's acceptance of the Temporary Interconnect, the Authority conveyed to Aurora those portions of the Temporary Interconnect (and easements as necessary) upstream of the isolation valve (downstream of the meter vault) free of all liens and encumbrances that impair the maintenance, operation or control of the Temporary Interconnect. Aurora thereafter owns, maintains, operates and controls those portions of the Temporary Interconnect conveyed by the Authority with associated maintenance or replacement costs to be borne by Aurora.

3.3 DIA Connection. In order for Denver Water and Aurora to begin delivery of the full annual average of 10,000 AF, the DIA Connection will be required. Denver Water agrees to complete construction and testing of the DIA Connection on or before July 31, 2025, unless the Parties mutually agree to a different date. Denver Water may include the Authority in all meetings related to the DIA Connection progress and will provide the Authority with a copy of all pay applications and invoices related to the completion of the DIA Connection. Denver Water will own and operate the DIA Connection pipeline up to and including the backflow prevention assemblies. Aurora will own and operate all facilities downstream of the backflow prevention assemblies including the Flow Control Facility as shown in Attachment A. Aurora shall provide a license for Denver Water to properly maintain its facilities located on Prairie Waters Pump Station 2 property. Denver Water and Aurora will agree on operating procedures for the use of the DIA Connection, and failure of these procedures to be in place shall not decrease the 10-Year Block deliveries.

3.3.1 Payment of DIA Connection Fee. Based on estimated usage of the DIA Connection, the Authority agreed to pay 85% of Total Actual Cost of the DIA Connection. The Authority has paid to Denver Water a total of $12,056,418 for the construction of the DIA Connection. This includes payments totaling $7,056,418 based on the 2013 estimated cost ($8.7 Million) and an additional payment of $5 Million in 2025. In the event of termination of this Agreement due to a default by the Authority, there shall be no return of any DIA Connection Fee payments made prior to such default.

3.3.2 Reconciliation of the DIA Connection Fee Payments.

Based on current contracts, the Total Actual Cost will exceed the DIA Connection Fee and is expected to be greater than $16,500,000 and the Authority's share is expected to exceed $14,000,000. Denver Water will invoice the Authority at the time of final release of retainage. With the invoice, Denver Water will provide the Authority all invoices associated with the Total Actual Cost of the DIA Connection and any calculations performed by Denver Water in determining the respective balance due. The Authority will pay the remainder due within 90 days

of receiving the invoice from Denver Water. At the time of invoicing the Authority, Denver Water will identify any categories of costs for additional reconciliation that will be paid by the Authority beyond this 90-day timeframe. .

3.3.3 Permits, Easements and Approvals. The Parties agree to cooperate to obtain such easements, approvals and permits as are necessary for the construction of the DIA Connection and the Binney Plant Connection and any other infrastructure reasonably necessary to fulfill the terms of this Agreement.

3.3.4 Future Connection to the Binney Plant. The Authority is responsible for the construction by July 31, 2025 of any infrastructure necessary to convey and use water delivered from the Binney Plant to the Western Pipeline ("Binney Plant Connection"). Use of this Binney Plant Connection for water deliveries to the Authority is governed by this Agreement. The Authority's design and construction of the Binney Plant Connection will be subject to the same terms and conditions controlling its design and construction of the Temporary Interconnect except that the portion of the Binney Plant Connection that will be conveyed to Aurora shall consist of all components upstream of the Master Meter. When water deliveries are interrupted due to Denver Water's need to make use of its supplies, Denver Water will need to use the Binney Plant Connection. Denver Water and the Authority agreed to share in the cost of the Binney Connection at a ratio of 85% WISE Authority and 15% Denver Water pursuant to the Agreement for the Operation of Shared Infrastructure dated October 21, 2014. Operations and Maintenance of the Binney Connection shall be under a separate agreement.

3.4 Water Deliveries.

3.4.1 Deliveries Prior to the start of the 10-Year Blocks. From June 1, 2024 through May 31, 2025, the Offered Delivery Amount and Minimum Payment obligation will be no less than 3,000 acre-feet.

3.4.2 Ten-Year Block Deliveries. Aurora and Denver Water will offer for delivery to the Authority a minimum of 100,000 AF of water over a Ten-Year Block, except for the first Ten-Year Block. The first Ten-Year Block will begin June 1, 2025 with a 95,000 AF minimum Offered Delivery Amount. Should the Binney Plant Connection and/or the DIA Connection not be completed, tested and fully operational by June 1, 2026, the initial Ten-Year Block will be reduced to 90,000 AF and by an additional 5,000 AF/y for each subsequent year of delay. The Offered Delivery Amount in any year and any Ten-Year Block will be calculated retrospectively on the basis of the daily offered flow rate and will be credited towards the Delivery Obligation.

3.4.3 Maximum and Minimum Offered Delivery Amount. In any particular year, the Offered Delivery Amount will depend on hydrology and infrastructure constraints. However, the Offered Delivery Amount volume shall not be required to be more than in Paragraph 3.4.3(a) nor less than the minimums in Paragraph 3.4.3(b).

(a) Maximum Offered Delivery Amount. The maximum Offered Delivery Amount shall be as follows:

- no more than 25,000 AF of water in any single Delivery Year,

- no more than 45,000 AF of water in any two Delivery Year period,
- no more than 60,000 AF of water in any three Delivery Year period,
- no more than 75,000 AF of water in any four Delivery Year period, and
- no more than 90,000 AF of water in any five Delivery Year period.

(b) Minimum Offered Delivery Amount. The minimum Offered Delivery Amount will be as follows, without regard to Ten-Year Blocks (i.e., within or between Ten-Year Blocks):

- no minimum delivery for any single year,
- no more than 24 consecutive months with no deliveries,
- no less than 2,500 AF in any consecutive 36-month period,
- no less than 5,000 AF in any consecutive 48-month period,
- no less than 10,000 AF in any consecutive 60-month period,
- no less than 30,000 AF in any consecutive 120-month period.

3.4.4 Available Delivery Flow Rate. Aurora will determine the available delivery flow rate in coordination with Denver Water and the Authority. The maximum available delivery rate will be 30 MGD. Absent agreement by the Authority, Aurora may change the available delivery rate by no more than 10 MGD and no more often than once per 24-hour period. Aurora shall provide 48 hours' notice to the Authority for any delivery rate change, unless the change is caused by a power outage or other unforeseen operational upset, in which case Aurora will notify the Authority as soon as possible. The Authority shall similarly provide any flow change requests at least 48 hours in advance and shall not request more than one flow change per 24-hour period.

3.4.5 Excess Deliveries. Water in excess of the Maximum Offered Delivery Amount in Paragraph 3.4.3(a) or in excess of 30 MGD will be offered for delivery on an as available basis. The Authority will determine, at its sole discretion, whether to take such excess deliveries. Any such excess deliveries shall not be credited towards the Delivery Obligation or the Offered Delivery Amounts set forth in Paragraph 3.4.3.

3.4.6 Modifications of Offered Delivery Amounts. The above minimum and maximum Offered Delivery Amounts from Denver Water and Aurora may be modified upon agreement, in writing, of all the Parties based upon future hydrologic determinations, infrastructure decisions, or other pertinent factors, without the need to modify the remainder of this Agreement or execute a new agreement.

3.4.7 Distribution of the Offered Delivery Amount Over the Delivery Year. Aurora will determine the monthly timing, volume, and flow rate of deliveries in coordination with Denver Water and the Authority. Subject to the provisions of this Agreement, Aurora shall maintain the Offered Delivery Amount in any given year within the parameters of the table below, with the actual Offered Delivery Amount based on water availability, subject to the minimum deliveries in Paragraph 3.4.3(b). While deliveries are being made, Aurora shall provide the following to the Authority on a daily basis (or other interval agreed to by the Parties' operating representatives):

(i) Notice of changes to the Offered Delivery Amount, if any;

(ii) The amount of the Offered Delivery Amount taken;

(iii) The amount of excess deliveries to the Authority pursuant to Paragraph 3.4.5, if any.

The above information shall be provided to the Authority via e-mail or other mutually acceptable means of communication.

(a) Distribution at or Above 10,000 AF. In years where the Offered Delivery Amount over any Delivery Year is at or above 10,000 AF, the distribution of the Offered Delivery Amount over any Delivery Year will be made within the following parameters (unless otherwise agreed to by all Parties):

	Jun-Sep	**Oct-Jan**	**Feb-May**
Maximum	75.0%	60.0%	50.0%
Minimum	10.0%	5.0%	5.0%

(b) Distribution Below 10,000 AF. In years where the Offered Delivery Amount over any Delivery Year is less than 10,000 AF, the maximum amount of the Offered Delivery Amount in any seasonal period is as follows (unless agreed to by all Parties):

	Jun-Sep	**Oct-Jan**	**Feb-May**
Maximum	7,500 AF	6,000 AF	5,000 AF

3.4.8 Good Faith. Though the bullets in Paragraph 3.4.3 and the charts in Paragraph 3.4.7 represent the minimum and maximum allowable distribution of the Offered Delivery Amount, the Parties acknowledge that hydrologic conditions and infrastructure capacity will dictate the amount of water actually made available within the identified range of possible annual deliveries, subject to the minimums in Paragraph 3.4.3(b). Denver Water and Aurora agree to act in good faith to make water available to the Authority on a schedule which accommodates the Authority's needs subject to such constraints. The Parties further acknowledge that storage developed by the Authority, either surface or sub-surface, can be utilized to manage seasonal distributions in a more beneficial manner.

3.5 Charges for Water.

3.5.1 Basis for Charges. Pricing for water provided under this Agreement shall be based upon Attachment B and this Paragraph. The pricing methodology in Attachment B takes into account the cost of water and infrastructure contributed by each Party and the actual cost of system operation to a specified delivery location. The rate for water delivered under this Agreement shall be calculated for delivery at the Binney Plant (the "Delivery Rate"). The Delivery Rate shall apply to all water regardless of the Delivery Location. The Delivery Rate for 2024 is $6.34 per thousand gallons of water. In addition to the Delivery Rate, Aurora will charge and the Authority shall pay a conveyance fee for water provided under this Agreement delivered to the Temporary Interconnect (the "Conveyance Fee"). The Conveyance Fee is the sum of the incremental energy costs incurred by Aurora associated with the conveyance of water delivered under this Agreement between the Binney Plant and the Temporary Interconnect. The 2024

Conveyance Fee is $0.21 per thousand gallons of water. The Conveyance Fee shall be payable on the same terms and conditions as the Delivery Rate charge.

3.5.2 Modification of Charges. Charges may be increased based on the WISE Raw Water Rate and/or on an update to the cost of service model, incorporating capital and operational costs following the utility basis for ratemaking prescribed in Attachment B. Aurora shall provide notice to the Authority of any proposed rate adjustment prior to October 1, and the Authority shall have the opportunity to comment on the proposal prior to the effective date of the rate on January 1 of the following year.

3.5.3 Minimum Payment. In recognition that Aurora and Denver Water will reserve for the Authority the volumes of water described in this Article 3, the Authority agrees to make minimum payments (each a "Minimum Payment") as described in Paragraph 3.5.3.a. Aurora shall bill the Authority for the Minimum Payment at the end of each applicable Delivery Year, and the Authority shall pay such invoices in the manner described in Paragraph 4.7.

a) Deliveries. Beginning with deliveries after June 1, 2025, the Minimum Payment will be calculated based on 10,000 AF of water, or the Offered Delivery Amount in the applicable Delivery Year, whichever is less. The Authority shall pay a Minimum Payment equivalent to the then-current rate established under Paragraph 3.5.1 times the difference between the amount of water delivered to the Authority during the Delivery Year and: (1) 10,000 AF; or (2) the Offered Delivery Amount, whichever is less. Once the Authority has paid for 100,000 AF during any Ten-Year Block, no further Minimum Payment will be required for that Ten-Year Block.

(b) Exceptions to Minimum Payment. The Minimum Payment shall not apply to: (i) any amount of the Offered Delivery Amount not delivered due to an outage of infrastructure necessary to deliver water to one or more Members, if such outage is caused by a factor outside the reasonable control of the Authority or Members; (ii) any water made available for delivery at a flow rate in excess of maximum delivery rates defined in Paragraph 3.4.4 that is declined by the Authority; and (iii) prior to June 1, 2030, any water containing TDS levels higher than 500 mg/l that is declined by the Authority under Paragraph 3.6.2

3.6 Water Quality.

3.6.1 Compliance with Drinking Water Standards. Aurora will supply to the Authority at the Master Meter water that meets all state and federal safe drinking water regulatory requirements as such may exist now or in the future, subject to the qualification on TDS provided in Paragraph 3.6.2 and disinfection in Paragraph 3.6.3. The Authority is solely responsible for maintaining compliance with drinking water standards beyond the Master Meter and requiring the Members to ensure that water delivered under this Agreement is compatible with the other water supplied by the Members.

3.6.2 Total Dissolved Solids. Primary drinking water standards have not been established for TDS; the current secondary standard is 500 mg/l. Unless the Authority agrees otherwise, for the period through May 31, 2030, Aurora will provide to the Authority water at the Master Meter that has a TDS level no greater than that provided to Aurora's own customers

from the Binney Plant (the "TDS Commitment"). If the TDS level at the Master Meter exceeds the secondary standard of 500 mg/l, Aurora will notify the Authority and the Authority may decline deliveries. Until May 31, 2030, any declined water above 500 mg/l TDS will not count toward the Delivery Obligation described in Paragraph 3.1. There is no guarantee of a maximum TDS concentration beyond May 31, 2030, regardless of whether a primary TDS drinking water standard has been established, and accordingly, the TDS Commitment expires on May 31, 2030.

3.6.3 Disinfection. Currently, the water to be supplied to the Authority at the Master Meter is disinfected with Chloramines. Aurora agrees to consult with the other Parties prior to a change in the disinfection method. The Authority is solely responsible for making this water compatible with the other water supplies of its Members. After the completion of the Binney Plant Connection, the Authority will be responsible for disinfection through that connection. The Authority will initially disinfect with Chloramines and will not change disinfection method without the prior written consent of Denver Water. Any water delivered through the Temporary Connection will continue to be disinfected by Aurora.

3.6.4 Master Meter Deliveries. The water quality standards and the TDS Commitment set forth in this Agreement apply only to water delivered at the Master Meter and shall not apply to water delivered at any Delivery Location that is not a Master Meter.

3.6.5 Future TDS Management. The Parties acknowledge that at some point in the future, currently estimated to be 2030, Denver Water and Aurora's own demands for more capacity and more blend water will result in an inability to offer deliveries at the TDS concentrations in Paragraph 3.6.2, once the TDS Commitment has expired. The resolution to this TDS issue could involve: (a) reverse osmosis (RO) or other equivalent treatment technologies; (b) the development of additional blending water supplies; or (c) acceptance of deliveries of unblended, higher TDS water. Aurora agrees to provide the Authority with water quality data and information about planned changes that are anticipated to affect water quality to characterize the source water for RO design. Unless the Authority chooses to receive unblended water once the aforementioned capacities are reached and the TDS Commitment has expired, the Authority shall develop and implement a schedule for the timely construction of any facilities and/or acquisition of any blend water supplies determined to be necessary in order to maintain the TDS levels in Paragraph 3.6.2, for the Delivery Obligation or for any expanded deliveries beyond that amount that may be available.

3.6.6 Implementation of TDS Management Solution. The details governing the Authority's solution to TDS management may be the subject of a separate supplemental agreement. Absent the execution of such a supplemental agreement, the provisions of Paragraph 3.6.2 requiring a TDS of 500 mg/l or less and 3.5.3(b)(iii) will no longer be effective and unblended water will be provided under Article 3.

Article 4
Operations

4.1 Deliveries to the Authority.

4.1.1 Delivery Location. The "Delivery Location" shall mean, collectively, the Master Meter and any other points of delivery of water to the Authority under this Agreement as provided for under this Paragraph. The initial primary point of delivery to the Authority for purposes of delivery under Paragraph 3.4.1 will be through a Master Meter to be installed at the Temporary Interconnect. Upon completion of the Binney Plant Connection, the point of delivery to the Authority will be through a Master Meter at the Binney Plant Connection. Alternative points of delivery may be used with the mutual consent of the Parties.

4.1.2 Dominion Agreement. The Parties acknowledge that due to geographic considerations and the timing of infrastructure construction, Member Dominion Water and Sanitation District ("Dominion") may receive water deliveries at an alternate location pursuant to the terms of the Dominion Agreement. Water delivered under the Dominion Agreement shall not be assignable to any other Member.

4.1.3 Use of Third-Party Infrastructure. Water supplies owned by Denver Water and Aurora will not be delivered to the Authority through any third-party infrastructure located upstream of the Master Meter absent mutual written agreement by the Parties.

4.1.4 Other Water Owned by the Authority. Upon written request, Aurora may, at its sole discretion, agree to collect, transport, and treat other water owned by the Authority or its Members, based on the terms of a separate agreement.

4.1.5 Reusable Supplies. Denver Water and Aurora intend to provide potable water from reusable supplies. In the event that Denver Water or Aurora provides any single-use water due to an adverse judicial or administrative determination, the Parties agree to negotiate a mutually agreeable solution to the Authority's use of non-reusable supplies.

4.1.6 Delivery Year Schedule. The Parties will meet no later than May 1 of each year to discuss the tentative volumes and anticipated delivery amounts and flow rates that may be available in the upcoming Delivery Year, and to schedule estimated deliveries for June through August, and meet in August to discuss the tentative schedule for September through May estimated deliveries, with additional meetings on an as needed basis. The Authority may provide a desired delivery schedule in advance of any such meetings for consideration and discussion.

4.2 Deliveries to Authority Members. The Authority is responsible for deliveries to individual Members beyond the Master Meter, including the construction of any additional infrastructure, as necessary. Members are responsible to develop whatever individual infrastructure and connections are necessary to take delivery from the Authority's infrastructure and any other Delivery Locations, and are responsible for maintenance of such individual infrastructure. It will be the sole obligation of the Authority to identify and respond to the individual water demands of the Members. The Authority will determine in its sole discretion the allocation of water delivered by Denver Water and Aurora through the Master Meter. The Authority will provide annual accounting to Aurora and Denver Water of water deliveries to the Members.

4.3 Use and Reuse of Water. The Authority and the Members shall be entitled to use and reuse to extinction the return flows from reusable supplies; provided, however, that should the

Authority or the Members be unable to reuse such supplies or voluntarily choose not to do so, the Authority or the Members may contract for other Members to do so. Nothing herein shall preclude the ability of Denver Water or Aurora to lawfully recapture and reuse water not reused and recaptured by the Authority or the Members. The Authority will make best efforts to notify Denver Water and Aurora in a timely manner when unused return flows from WISE deliveries are available.

4.4 As a condition of using Denver Water's reusable water, the Authority and the Members receiving water must comply with the following provisions in the CRCA. These provisions of the CRCA apply only to Members of the Authority.

4.4.1 West Slope Charge. The Authority, on behalf of the Members, has entered into a West Slope Charge Agreement, which is attached hereto as Attachment C. The WISE Raw Water Rate, as defined in Attachment B, includes a charge sufficient to satisfy the Authority's obligation under the West Slope Charge Agreement.

(a) Denver will transmit West Slope Charge payments to the Colorado River Water Conservation District on behalf of the Authority in accordance with the West Slope Charge Agreement, and will provide annual statements of such payments to the Authority.

(b) Aurora shall be entitled to retain the entirety of the WISE Raw Water Rate attributable to water delivered by Aurora under this Agreement, because such water is not subject to the West Slope Charge Agreement.

4.4.2 Restriction on Seeking New Supplies from the Colorado River Basin. Members must comply with the following Abstention Provisions, which are defined in Article VIII of the CRCA. The Abstention Provisions, by their terms, do not apply to any potential project whose diversions would occur only outside the State of Colorado.

(a) Abstain permanently from pursuing or participating in any project that would result in any new depletion from the Colorado River and its tributaries above the confluence with the Gunnison River, including without limitation the Eagle River (with the exception of the Eagle River MOU for Aurora and the Upper Colorado Cooperative Project). Pursuing or participating in a project means seeking formal approval of any aspect of a project in a regulatory or judicial forum but does not include conducting various planning activities such as feasibility studies.

(b) Abstain from pursuing or participating in any project that would result in diversions from the Colorado River Basin within Water Divisions Nos. 4 and 6, or downstream from the confluence of the Gunnison and Colorado Rivers in Water Division No. 5 for a period of 25 years from the effective date of the Amended WDA. Pursuing or participating in a project means seeking formal approval of any aspect of a project in a regulatory or judicial forum but does not include conducting various planning activities such as feasibility studies. This abstention period would be reduced to 15 years if, within the first ten (10) years following execution of the Amended WDA, the NEPA permitting process for the Upper Colorado Cooperative Project has not been initiated. If construction of a cooperative project commences within 20 years from the date of the Amended WDA, then the abstention period under this Paragraph would be extended for an additional ten (10) years (a total of 35 years).

4.4.3 Conservation and Reuse. The Authority and Members must comply with the following provisions of the CRCA, Articles I.B.4(c) and I.B.4(d), respectively.

(a) Reuse of Water. The Members receiving WISE water must maximize, using best efforts, the reuse or successive use of the reusable water provided to them.

(b) Conservation Plan. The Members receiving WISE water must adopt and implement a conservation plan that would achieve results similar or proportionately the same as Denver Water's.

4.4.4 Expectations. As contemplated by Paragraphs 4.1.45 and 4.3, the Parties expect that reusable water will be delivered under this Agreement and that the water will be used and reused to extinction using best economically feasible efforts. The Parties believe that Members who are implementing a State-approved conservation plan will satisfy the conservation plan requirement.

4.5 Use of Water. Water delivered to the Authority under this Agreement shall be decreed for municipal use. The Authority agrees to use the water delivered in a manner consistent with Denver Water's and Aurora's water right decrees. Denver and Aurora represent that they have no knowledge of any restrictions on any of their water rights decrees that would prohibit or limit the use of the water delivered for municipal uses within the Authority Service Area. Deliveries from Denver Water and Aurora may not be used for agricultural uses.

4.6 Location of Use. Use of water provided to the Authority pursuant to this Agreement shall be limited to the Authority Service Area. Use of the water supplied under this Agreement outside of the Authority Service Area is prohibited.

4.7 Billing and Payment.

4.7.1 Aurora shall bill the Authority each month for any water delivered under this Agreement during the preceding month. Each monthly invoice shall establish the actual amount of water delivered during such period and the Offered Delivery Amount for the same period.

4.7.2 Aurora shall bill the Authority at the end of each Delivery Year for the applicable Minimum Payment, if any, owing with respect to such Delivery Year.

4.7.3 The Authority shall pay all such invoices within forty-five (45) days of receipt. All late payments shall be subject to a late fee of 5% of the amount due per month, up to a maximum of 25%.

4.8 Operating Representatives. For purposes of this Agreement the Parties' representatives shall be:

For Denver Water: Chief Water Resource Strategy Officer
Denver Water Department
1600 W. 12th Avenue
Denver, CO 80204-3412

For Aurora: Assistant General Manager, Water Supply and Demand
Aurora Water
26791 E. Quincy Ave.
Aurora, CO 80016

For the Authority: Executive Director
South Metro WISE Authority
116 Inverness Dr. East, Suite 270
Englewood, CO 80112

Article 5
General Provisions

5.1 Joint Advisory Committee. Each Party shall appoint one or two members to a Joint Advisory Committee, which shall meet as often as determined necessary, but no less than two times a year, in order to discuss any issues or concerns arising in the implementation of this Agreement.

5.2 Assignment. Following prior written notice to and approval by Denver Water and Aurora, which approval shall not be unreasonably withheld or denied, the Authority may assign this Agreement to another newly created Title 29 or Tile 32 governmental entity that is made up of all or substantially all of the Members. With the exception of the foregoing, no right hereunder shall be assigned by any of the Parties, without prior written consent from all Parties.

5.3 No Operating Obligation. Nothing in this Agreement shall be deemed or construed as creating any obligation on Aurora or Denver Water to operate its facilities in any particular manner, so long as Aurora and Denver Water comply with the express terms of this Agreement.

5.4 Indemnity. To the extent it lawfully may, the Authority shall defend, indemnify, and hold harmless, Aurora and Denver Water, their officers, agents, and employees against any liability, loss, damage, demand, action, or cause of action by a third party which may occur as a result of the physical delivery of water, commencing at the Delivery Location, by Aurora and Denver Water under this Agreement, except as to any portion of negligence judicially determined to be caused by Aurora or Denver Water. This includes but is not limited to, any damages, including any special, indirect, consequential and punitive damages which may result from the transportation of water under this Agreement by means of any water carriage facilities after the Delivery Location. No provision of this Agreement shall be construed as a waiver or release of the immunities, limitations, or defenses afforded to the Authority, Aurora or Denver Water under the Colorado Governmental Immunity Act.

5.5 Amendments. Amendments to this Agreement shall only be effective if entered into with the same formality as this Agreement and approved by all Parties.

5.6 Denver Charter. This Agreement is made under and conforms to the provisions of Article X of the Charter of the City and County of Denver, which controls the operation of the Denver Municipal Water System. This Agreement involves the use of water outside the

territorial limits of the City and County of Denver. The Denver Charter provides that "the Board shall have power to lease water and water rights for use outside the territorial limits of the City and County of Denver, but such leases shall provide for limitation of delivery of water to whatever extent may be necessary to enable the Board to provide an adequate supply of water to the people of Denver..." The extent to which limitation of water delivery outside Denver may be necessary to enable the Board to provide an adequate supply of water to the people of Denver is a fact to be determined by the Denver Water Board in the exercise of its reasonable discretion. The Board has determined that the interruptible nature of the water deliveries under this Agreement and the other terms and conditions of this Agreement is sufficient to ensure an adequate supply of water inside Denver. This Agreement shall not be construed or implemented in such a way as to impair Denver Water's obligations to provide water within its Combined Service Area.

5.7 Sole Obligation of Aurora Utility Enterprise. This Agreement is made pursuant and conforms to the provisions of the Charter of the City of Aurora, Colorado, which controls the operations of the Utility Enterprise for the City of Aurora. The obligations of Aurora under this Agreement are the sole obligations of the City of Aurora acting by and through its Utility Enterprise and, as such, shall not constitute a general obligation or other indebtedness of the City of Aurora or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City of Aurora within the meaning of any constitutional, statutory, or charter limitation. In the event of default by Aurora or failure to meet any of its obligations under the terms of this Agreement, the other Parties hereto shall have no recourse to any revenues of the City of Aurora except for the net revenues of the water utility system available therefore in the City of Aurora Utility Enterprise water fund, or any successor enterprise fund, and remaining after payment of all expenses relating to the operation and maintenance and periodic payments on bonds, loans and other obligations of the City acting by and through it Utility Enterprise. Notwithstanding anything herein to the contrary, nothing in this Agreement shall be construed as creating a lien upon any revenues of the Utility Enterprise or the City. Aurora has determined that the interruptible nature of the water deliveries under this Agreement and the other terms and conditions of this Agreement are sufficient to ensure an adequate supply of water inside Aurora.

5.8 Joint and Several Obligations. The obligations by Denver Water and Aurora under this Agreement shall be joint and several.

5.9 No Remedy Against Non-Parties. Except as provided in Paragraph 5.18, the Parties to this Agreement may seek remedies under this Agreement only against each other, and not against third parties.

5.10 Venue and Governing Law. Venue for resolution of any dispute resulting in litigation shall be the Colorado District Court for the county in which any defendant resides. This Agreement shall be governed by and construed under the laws of the State of Colorado.

5.11 Waiver of Rights. The failure of any Party to exercise any right under this Agreement shall not be deemed a waiver of such Party's right and shall not affect the right of such Party to exercise at some future time the right or rights or any other right it may have under this Agreement.

5.12 Captions. The captions in this Agreement are for convenience of reference only, are not part of this Agreement and shall not define or limit any of its terms or provisions.

5.13 Failure to Perform Due to Force Majeure. No Party to this Agreement shall be liable for any delay or failure to perform due solely to conditions or events of force majeure, as that term is defined in this Paragraph; provided that: (i) the non-performing Party gives each other Party prompt written notice describing the particulars of the force majeure; (ii) the suspension of performance is of no greater scope and of no longer duration than required by the force majeure event or condition; and (iii) the non-performing Party proceeds with reasonable diligence to remedy its inability to perform and provides weekly progress reports to the other Parties describing the remedial actions taken. In the case of a force majeure event, the Parties shall meet and agree, in writing, upon an appropriate modification of obligations identified herein, with specific reference to water delivery obligations, so as to address the unanticipated conditions associated with such event. As used in this Paragraph, force majeure shall mean any delay or failure of a Party to perform its obligations under this Agreement caused by events beyond the Party's reasonable control and without the fault or negligence of the Party, including, without limitation (a) acts of God, (b) sudden actions of the elements such as floods, earthquakes, hurricanes, or tornadoes, (c) sabotage, (d) vandalism beyond that which can be reasonably prevented by the Party, (e) terrorism, (f) war, (g) riots, (h) fire, (i) explosion, (j) blockades, (k) insurrection, or (l) strike, slow down or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group). Provided that hydrological change is addressed in 5.14.

5.13.1 Subordination Clause. In the event of a force majeure event or condition as described above in Paragraph 5.13, until the event or condition is resolved, this Agreement shall be made expressly subordinate to any present or future use of water supply for municipal purposes within the service territories of Aurora or Denver Water or to meet contracted water delivery obligations of Aurora or Denver Water existing prior to the execution of this Agreement.

5.13.2 Cooperation under Force Majeure. Should there be evidence of force majeure that may affect, or has affected, the ability of any of the Parties to meet their obligations under this Agreement, the Parties agree to meet and negotiate in good faith any modifications to this Agreement to ensure a reasonable and coordinated response to such force majeure with the goal of forestalling the need for a force majeure declaration.

5.14 Hydrologic Change. The Parties acknowledge that the WISE Project, and deliveries under this Agreement, are based on surface water supplies that are variable to the extent described in this Agreement. The Parties have undertaken engineering studies based on observed historical hydrology that suggest these supplies will continue, and may increase in the future. Should future hydrology change such that there are demonstrably and significantly less water supplies available than expected at the time of the execution of this Agreement, the Parties agree to cooperate in the identification and development of additional supplies designed to assist Aurora and Denver Water in meeting the delivery obligations identified in this Agreement. Demonstration of changing hydrology may include persistent water use restrictions imposed on customers of Denver Water and Aurora or a Colorado River compact call or water management efforts to mitigate a Colorado River compact call. Provided, however, that nothing in this 5.14

shall relieve Denver Water or Aurora from meeting the Delivery Obligation then in effect, nor shall it modify the "basis for charges" (including the calculation of the WISE Raw Water Rate) relative to the cost of such deliveries as identified in 3.5.1 and Attachment B.

5.15 Enforcement. Subject to the provisions of Paragraphs 5.16 and 5.17, this Agreement may be enforced in law or equity, damages, or such other legal and equitable relief as may be available to a Party. Except as otherwise provided herein, each party waives any right to special, indirect, consequential and punitive damages, including lost revenue. Should Denver Water or Aurora fail to treat or deliver water in accordance with the terms of this Agreement, the Authority shall have recourse against either or both of these parties based upon the factual cause of the default.

5.16 Remedies for Monetary Defaults.

5.16.1 Suspension of Deliveries. If the Authority does not timely satisfy any of its payment obligations under this Agreement, Aurora may give the Authority a notice of default. If the Authority does not cure the default by making full payment within seven (7) business days from receipt of the default notice, Denver Water and/or Aurora, in addition to pursuing any other remedies available to them at law or in equity, may suspend deliveries of water to the Authority. Any deliveries suspended shall still count toward the Delivery Obligation for that Delivery Year.

5.16.2 Termination of Agreement. If the Authority fails to cure the default within 180 days from receipt of the default notice described in Paragraph 5.16.1, then Denver Water and/or Aurora, in addition to pursuing any other remedies available to them at law or in equity, may terminate this Agreement.

5.17 Delivery Obligation and Minimum Payment Adjustment.

5.17.1 With respect to any Delivery Year after June 1, 2017, if any Member fails to pay to the Authority the sums required of such Member under the SM WISE IGA ("Non-paying Member") towards the Minimum Payment required by Paragraph 3.5.3(b), then the Authority may seek an adjustment of the Minimum Payment in future Delivery Years pursuant to the terms of this Paragraph, under the following conditions:

(a) the Authority pays the full Minimum Payment required by Paragraph 3.5.3(b) for the subject Delivery Year (Delivery Year 1);
(b) the Authority provides written notice to Denver Water and Aurora identifying the Non-paying Member and the Non-paying Member's pro-rata share of the Minimum Payment and reasonable evidence of such non-payment;
(c) the Authority terminates both deliveries under this Agreement and deliveries of any other water through the Western Pipeline to the Non-paying Member;
(d) the Authority uses commercially reasonable efforts to ensure compliance by the Non-paying Member, including pursuing all applicable available remedies set forth in the SM WISE IGA; and
(e) the Authority provides regular written notice to Denver Water and Aurora of the remedies undertaken and the status of those remedies;

5.17.2 If the Authority continues to satisfy these conditions during Delivery Year 2 and requests an adjustment, then the basis for calculating the Minimum Payment for Delivery Year 2 shall be reduced ("Temporary Reduction") by the amount of water attributable to the Non-paying Member's share of the Minimum Payment required by Paragraph 3.5.3(b) for Delivery Year 2. The Temporary Reduction shall not exceed 30% of the Minimum Payment for Delivery Year 2, subject to the limitations in Paragraph 5.17.5. The Delivery Obligation for the applicable Ten-Year Block shall be reduced by the same amount as the basis for the Temporary Reduction for Delivery Year 2.

5.17.3 The same procedure will be followed for Delivery Years 3-5, if the Authority continues to satisfy the conditions for a Temporary Reduction. A Temporary Reduction shall not be available for more than four Delivery Years.

5.17.4 At the end of Delivery Year 3 but in no event after Delivery Year 5, the Authority may request, the Delivery Obligation will be reduced by the amount of water that formed the basis for the Temporary Reduction ("Permanent Reduction"), provided that the Authority demonstrates that the Non-paying Member is no longer a Member under the SM Authority IGA and is permanently excluded from receiving any water under this Agreement and any other water through the Western Pipeline. To effectuate a Permanent Reduction, the Parties shall enter into an amendment to this Agreement that: (i) reduces the Delivery Obligation by the Permanent Reduction; (ii) makes other necessary conforming changes, including reductions to maximum and minimum deliveries in Paragraph 3.4.3 in the same proportion as the Permanent Reduction bears to the prior Delivery Obligation and the Minimum Payment in 3.5.3; and (iii) removes the Non-paying Member as a Member under this Agreement. If a Permanent Reduction is to be effectuated during any Delivery Year other than the first Delivery Year of a Ten-Year Block, the reduction of the Delivery Obligation for that Ten-Year Block shall be one-tenth of the Permanent Reduction multiplied by the number of years remaining in the Ten-Year Block.

5.17.5 The aggregate amount of all Permanent Reductions, or of all contemporaneous Permanent and Temporary Reductions, shall not exceed 30% of the Minimum Payment (i.e. 3,000 AF per year or a reduction in the Delivery Obligation of more than 30,000 AF.)

5.18 Defense against Third Parties. In the event of litigation by any third party concerning this Agreement, and to the extent permitted by law, the Parties agree to jointly defend any such third-party action.

5.19 No Third Party Beneficiaries. There are no third-party beneficiaries of this Agreement.

5.20 Water Rights Peace Pact.

5.20.1 Diligence Proceedings. As stated in Recital F, the Parties may agree to work to increase WISE deliveries. With regard to all conditional water rights presently owned by Denver Water and/or Aurora, the Parties agree not to oppose each other's pending or future diligence applications, including pending or future applications to make conditional rights, existing on the date of this Agreement, absolute. However, the Parties may file statements of opposition in such proceedings for the limited purpose of ensuring compliance with the obligations of this Agreement.

5.20.2 Other Proceedings. The Parties also agree to negotiate in good faith the stipulated resolution of any pending or future water right and administrative or judicial proceedings that may be necessary: (a) for Denver Water and Aurora to meet their delivery obligation for the provision of reusable water supplies under this Agreement or (b) for the Authority or its Members to use and reuse water delivered under this Agreement. To that end, the Parties shall timely share all relevant factual information concerning the existence or absence of injury to the respective decreed water rights of each party as a consequence of the administrative or judicial approvals being sought.

5.20.3 SM WISE IGA. The Authority shall include in any future amendment to the SM WISE IGA an obligation to comply with the provisions of this Paragraph 5.20. Failure of a Member to comply with this Paragraph shall constitute a breach of this Agreement by the Authority. However, in actions other than diligence proceedings, nothing in this paragraph 5.20 or in the SM WISE IGA is intended or shall be interpreted to prevent any Member from taking any actions it deems necessary to protect its water rights from injury, consistent with the intent of Paragraph 1.3.

5.21 Infrastructure Ownership. Nothing in this Agreement shall constitute or be interpreted as constituting the transfer of any ownership interests in the infrastructure assets of the Parties. Each Party shall remain individually responsible for the operation, maintenance, repair and replacement of their infrastructure absent express written agreement to the contrary.

5.22 Separate Water Supply Agreements. Any separate water supply agreement between a Member and either Aurora or Denver Water, executed after the effective date of this Agreement, shall be contingent upon the Member being in full compliance with its WISE-related obligations. Denver Water and Aurora agree to suspend deliveries immediately under any separate water supply agreement if the Member becomes a Non-Paying Member (as defined in paragraph 5.17). Any separate water supply agreement shall contain a provision requiring suspension of deliveries during any period in which the Member is in default of any of its obligations under the SM WISE IGA.

5.23 New Participating Members of Authority. The Parties acknowledge that at times additional entities may request to join the Authority and become a Member. Any new Member must be an entity in existence and delivering water to customers as of the effective date of this Agreement, unless the parties agree otherwise in writing. Acceptance of qualified Members and the nature of their financial obligations, if any, to the Authority, shall be within the sole discretion of the Authority; provided, however, that such change in the Members shall not in any manner affect the obligations of Denver Water and Aurora under this Agreement nor modify the terms of any existing agreement between either Denver Water or Aurora and any current or future Members. New Members shall be bound by the terms of this Agreement and shall enjoy such benefits as determined at the discretion of the Authority.

5.24 Authority of the Parties. The Parties each affirm and represent that they have the full power and authority to execute this Agreement and thereafter perform all of the terms and conditions set forth herein.

5.25 No Agency Created. This Agreement is not intended and shall not be construed to create any joint venture, agency relationship or partnership between the Parties. None of the Parties shall have any right or authority to act on behalf of or bind any other Party.

5.26 Dispute Resolution. If a dispute relating to this Agreement arises among the Parties, the Parties shall first consider any proposed resolution of the matter. If the matter is not resolved, the Parties shall promptly convene a meeting to be attended by persons with decision-making authority regarding the subject matter of the dispute. The meeting attendees shall attempt in good faith to negotiate a resolution of the dispute. If the dispute is still not resolved within 20 days after the meeting, the Parties shall be free to pursue any other legal remedy. In the event of legal proceedings, the Parties agree to seek a prompt resolution, and that each Party shall pay its own costs and expenses, including attorney fees.

5.27 Effect on Prior Agreements. This Agreement supersedes the Pilot Project Agreement between Denver Water and the Authority dated February 14, 2007, the extension letters, the WDA dated December 31, 2013, and the Reservation Agreement dated January 28, 2015. All other agreements between any of the Parties shall remain in full force and effect. In the event of a conflict between the terms of a prior agreement between any of the Parties and this Agreement, the terms of this Agreement shall prevail.

5.28 Counterparts and Facsimiles. This Agreement may be executed in counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. Facsimile signatures bind the Parties.

5.29 Notices.

Any notice or other communication required or permitted under this Agreement shall be sufficient if in writing and delivered to the addresses provided below or such other addresses as designated by any Party by one of the following means: (a) in person (by hand delivery or professional messenger service); (b) by U.S. Mail, postage prepaid; (c) by overnight service (Express Mail of the U.S. Postal Service, Federal Express) or any other courier service guaranteeing overnight delivery), addressed to each of the following:

For Aurora:

Assistant General Manager - Water Supply and Demand
26791 E. Quincy Ave.
Aurora, CO 80016

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

For Denver Water:

Chief Water Resource Strategy Officer
Denver Water
1600 W. 12th Avenue
Denver, CO 80204-3412

Copy to:
Office of General Counsel
Denver Water
1600 W. 12th Avenue
Denver, CO 80204-3412

For Authority:
Executive Director
South Metro WISE Authority
116 Inverness Dr. East, Suite 270
Englewood, CO 80112

Copy to:
Clark Hill PLC
ATTN: Gabe Racz
2595 Canyon Blvd., Suite 400
Boulder, CO 80302

or at such other address as any Party hereto may hereafter or from time to time designate by written notice to the other Parties given in accordance herewith.

Any notice delivered (a) in person shall be effective upon delivery; (b) by first class U. S. Mail shall be effective three (3) business days after the mailing; (c) by overnight service shall be effective one (1) business day after delivery to the overnight service provider.

5.30 Effective Date.

The "Effective Date" of this Amended WDA shall be the date it is executed by all Parties.

IN WITNESS WHEREOF, Denver Water, the Authority and Aurora have executed this Agreement.

ATTEST:

By:_____
Secretary

CITY AND COUNTY OF DENVER
acting by and through its
BOARD OF WATER COMMISSIONERS

By:_____
President

Date:_____

REGISTERED AND COUNTERSIGNED:
Auditor
CITY AND COUNTY OF DENVER

By:_____

Date:_____

APPROVED:

By:_____
Chief Water Resource Strategy Officer

APPROVED AS TO FORM:

By:_____
Office of General Counsel

South Metro WISE Authority

By: _____
President

Date:_____

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

_____ _____
Mike Coffman, Mayor Date

_____ _____
Marshall Brown, General Manager Date
Aurora Water

ATTEST:

_____ _____
Kadee Rodriquez, City Clerk Date

APPROVED AS TO FORM FOR AURORA:

Ian J Best _____ 3/24/2025 25037984
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)

LIST OF ATTACHMENTS

Attachment A – DIA Connection Infrastructure
Attachment B – Water Delivery Pricing
Attachment C – West Slope Charge Agreement

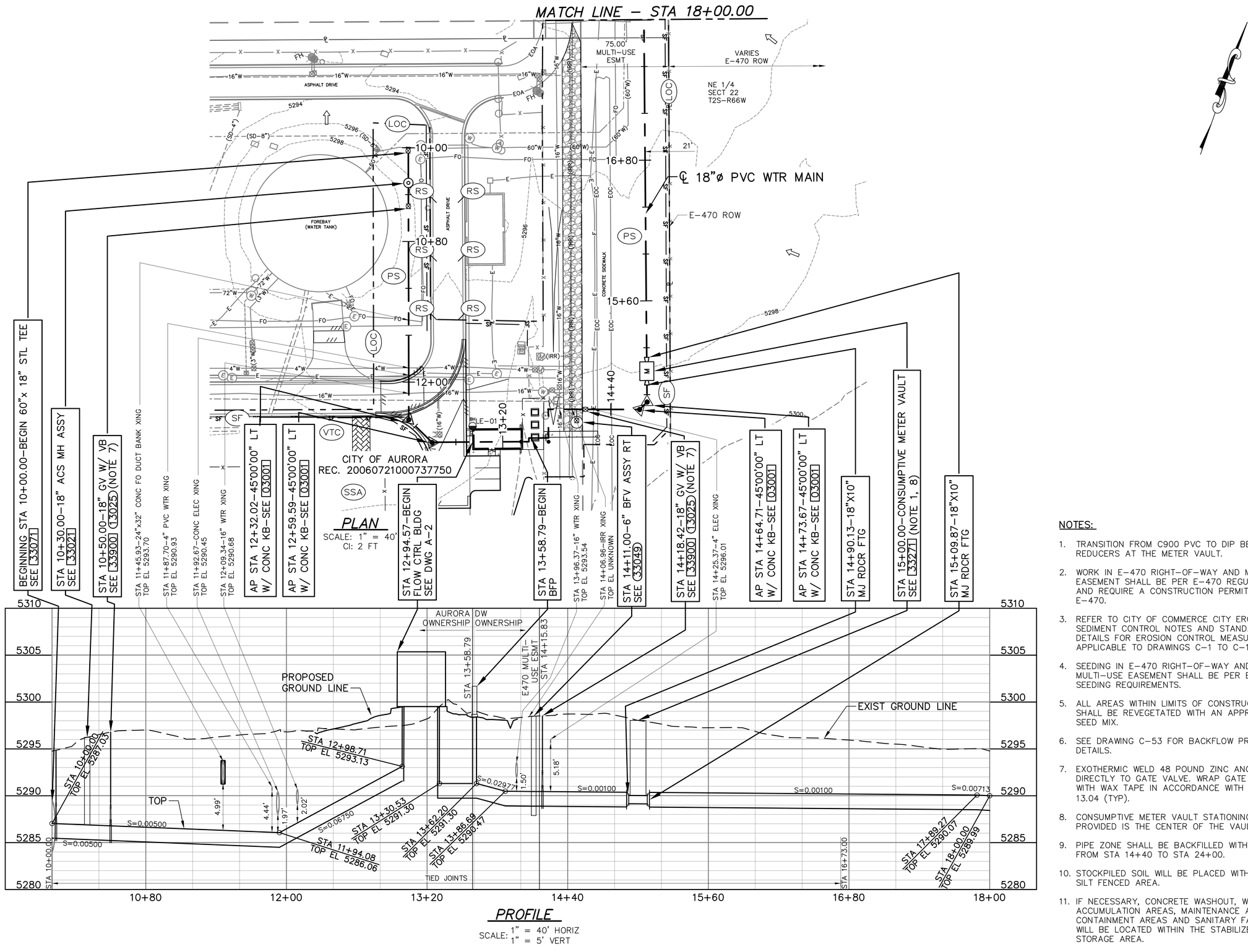
ATTACHMENT A
DIA CONNECTION INFRASTRUCTURE

Pipeline: An 18-inch pipeline, approximately six (6) miles in length, from Denver Water's Conduit No. 145 at the north end of DIA at East 114th Avenue connecting to the PWP 60-inch pipeline at Pump Station #2 near 96th Avenue and E-470. The pipeline shall include appurtenant structures such as valving, access points and blowoff structures. The pipeline shall cross under E-470 in a steel casing.

Flow Control Facility: An above ground facility containing the equipment necessary to regulate the flows from Denver Water's system into the PWP pipeline. Such equipment includes water quality analyzers for both Denver Water and Aurora source water and the combined water, flowmeter, control valving and SCADA equipment. The building and all components shall be owned by the City of Aurora. Operation of the facility shall be done solely by Aurora, however operational information shall be relayed back to Denver Water through a Denver Water PLC, to be located on the exterior wall of the Flow Control Building in a controlled access area. Aurora shall provide power to the Denver Water PLC at no charge to Denver Water.

Meter Vault: A Denver Water meter vault shall be installed upstream of the Flow Control Facility. The vault shall contain an approved Denver Water billing meter. Readings from this meter shall be read monthly and used to compose a monthly bill from Denver Water to the City of Aurora. Aurora shall provide power to the Meter Vault at no charge to Denver Water.

Backflow Prevention Assemblies: Three backflow prevention assemblies (BFPA) shall be installed upstream of the Flow Control Building, and shall constitute the end of the Denver Water's ownership of the pipeline. All piping downstream of the BFPA will be owned and maintained by the City of Aurora. The BFPAs shall be located in heated enclosures in a controlled access area. Power for heating the enclosures shall be from the Flow Control Building. See attached Plan and Profile.



NOTES:

1. TRANSITION FROM C900 PVC TO DIP BETWEEN REDUCERS AT THE METER VAULT.
2. WORK IN E–470 RIGHT–OF–WAY AND MULTI–USE EASEMENT SHALL BE PER E–470 REGULATIONS AND REQUIRE A CONSTRUCTION PERMIT WITH E–470.
3. REFER TO CITY OF COMMERCE CITY EROSION AND SEDIMENT CONTROL NOTES AND STANDARD DETAILS FOR EROSION CONTROL MEASURES, APPLICABLE TO DRAWINGS C–1 TO C–15.
4. SEEDING IN E–470 RIGHT–OF–WAY AND MULTI–USE EASEMENT SHALL BE PER E–470 SEEDING REQUIREMENTS.
5. ALL AREAS WITHIN LIMITS OF CONSTRUCTION SHALL BE REVEGETATED WITH AN APPROVED SEED MIX.
6. SEE DRAWING C–53 FOR BACKFLOW PREVENTER DETAILS.
7. EXOTHERMIC WELD 48 POUND ZINC ANODE DIRECTLY TO GATE VALVE. WRAP GATE VALVE WITH WAX TAPE IN ACCORDANCE WITH 09 97 13.04 (TYP).
8. CONSUMPTIVE METER VAULT STATIONING PROVIDED IS THE CENTER OF THE VAULT.
9. PIPE ZONE SHALL BE BACKFILLED WITH CLSM FROM STA 14+40 TO STA 24+00.
10. STOCKPILED SOIL WILL BE PLACED WITHIN THE SILT FENCED AREA.
11. IF NECESSARY, CONCRETE WASHOUT, WASTE ACCUMULATION AREAS, MAINTENANCE AREAS, CONTAINMENT AREAS AND SANITARY FACILITIES WILL BE LOCATED WITHIN THE STABILIZED STORAGE AREA.

DENVER WATER
1600 West 12th Ave
Denver, Colorado 80204–3412
T: 303.628.6000
F: 303.628.6851
denverwater.org

CONSULTANT

TETRA TECH
www.tetratech.com

COLORADO LICENSED DANIEL R. PHIPPS 1/24/2024 48249 PROFESSIONAL ENGINEER

WISE DENVER INTERNATIONAL AIRPORT CONNECTION

18–INCH MAIN FROM E 96TH AVE TO E 114TH AVE

REFERENCE:
CAPITAL PROJECTS CONSTRUCTION STANDARDS 4th EDITION

THIS DRAWING IS BASED ON THE DW_DIA_LDP_GRID COORDINATE SYSTEM

No	Date	Description
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△	1/24/24	FINAL FOR CONSTRUCTION

REVISIONS

VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING
0 ■ 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

PT NO: 21755
DRAWN BY: HERRERA
CHKD BY: PHIPPS/BARBIER JMB
CHKD BY: BUSH/TURNEY MST
APPD BY:
DATE: JANUARY 2023
CONTRACT: 505687
AS–BUILT DATE:
AS–BUILT BY:

DRAWING TITLE

PLAN AND PROFILE

C–5

C:\bms\denverwater–pw\d0283302\21755_DSGN_C–05_recover.dwg #### P&P STA 10+00–18+00 1/16/2024 11:01 AM

ATTACHMENT B

WATER DELIVERY PRICING

1. **General.** Pricing for water deliveries to the Authority under this Agreement (the "Delivery Rate") is intended to be based on the principles of cost-of-service utility rate setting, according to AWWA M1. Principals of Water Rates, Fees, and Charges. However, it is understood by the Parties that specific circumstances defined under this Agreement require advanced understanding and application of those principles and that the Parties have adapted in some cases an application of rate setting principles that are particular to this Agreement, the characteristics of the services provided, and the purpose and intent of the Parties themselves. In cases where generally accepted principles of utility rate setting may appear to differ from the pricing of water deliveries under this Agreement, the terms defined in this Attachment B of the Agreement will prevail. If a term or condition necessary for the pricing of water deliveries under this Agreement is missing from this Attachment, that term and condition will be established by mutual agreement of the Parties.

2. **Overall Principles.** The Delivery Rate incorporates the following overarching principles:

   2.1. **Appropriate Return on Investment.** The Delivery Rate will allow those who own Facilities ("Owner") to receive an appropriate return on historical and new investments in the Facilities as defined in this Attachment.

   2.2. **Consistent with Owners' Internal Ratemaking and Financial Practices**. The Delivery Rate will be consistent with the financial requirements and internal ratemaking practices of the Owner.

   2.3. **Equitable and Transparent Allocation of Costs**. The costs incurred to provide deliveries under this Agreement include the operating and maintenance costs in addition to various capital components. Equitable pricing means that these costs will be allocated to those receiving water deliveries from the project each in accordance with their particular demand characteristics and their contractually defined delivery requirements. Transparency exists when the process for such an allocation can occur within a framework that is visible, understood by all the Parties, and repeatable over time with consistent and predictable results.

3. **Facilities.** The WISE Facilities include all tangible assets, and intangible real property rights (e.g. water rights), that are used and useful in providing the water deliveries under this Agreement. A listing of the current Facilities is included in Table 1. The listing of Facilities may change from time to time. No changes to the Facilities listed in Table 1 will be made without the consent of the Parties which consent shall not be unreasonably withheld or denied. All Facilities, current and future, include the following overall characteristics:

   3.1. **Facilities are Used.** To be considered a Facility, the asset must be physically used for delivery of water under this Agreement with measurable flows of water occurring on a

regular and recurring basis. Any Facility included in the Delivery Rate is either: a) currently used with measurable flows, or b) will be used in the year immediately following Owner's budget year as part of the normal operations of the Facilities. When the Authority is disinfecting their own supplies, cost for the chlorine contact basin, disinfection chemical storage, etc. shall not be included.

3.2. **Facilities are Useful.** A Facility must provide a specific function that enables the delivery of water as described in this Agreement. Facilities, or parts of Facilities, that do not enable the deliveries under this Agreement are not included in the Delivery Rate. Facilities that are only used by the Facilities' Owner are not included in the Delivery Rate.

3.3. **Exceptions.** Additional Facilities will be required in the future to maintain current deliveries and provide increased deliveries to the Authority in excess of an average of 100,000 AF in a Ten-Year period, or 10,000 AF per year on average. In some cases, those Facilities may need to be constructed ahead of the Owners' planned schedules, according to the latest publicly available Capital Improvement Plan (CIP). Exceptions to Paragraphs 3.1 and 3.2 may be required to address the additional costs, if any, incurred in accelerating construction of planned Facilities. Prior to claiming an exception, Aurora will be available to discuss the modifications. Facilities may be added to the Delivery Rate in anticipation of future construction under the following conditions:

3.3.1. **Conditions for Exception**:

3.3.1.1. **Acceleration of planned Facilities.** The Owners need to accelerate planned infrastructure to maintain the current delivery commitment.

3.3.1.2. **Increased Delivery Requested.** The Authority has requested increased delivery from a previous commitment level, and the Owners are willing and able to meet the requested deliveries.

3.3.1.3. **Additional Facilities Required.** The Owners cannot meet the requested increased delivery without additional Facilities. The Facilities required are either newly identified and were not part of the Owners' prior plans, or must be constructed ahead of the Owners' plans.

3.3.1.4. **Owner Investment Required.** The Owners pay for the additional Facilities and incur an Owner Investment consistent with Paragraph 5.2.1 below.

3.3.2. **Allowances in Pricing**. If the conditions in Paragraphs 3.3 and 3.3.1 are met, then the pricing for the next determination of the Delivery Rate will include the reasonably estimated costs for the identified Facilities.

3.3.2.1. **Capital Costs**. The capital costs calculated under this provision will include a return to the Owners as described in Paragraph 5.2 based on the reasonably estimated construction cost of the Facilities in question. The pricing will not include any depreciation expense as described in Paragraph 5.1 or working capital as described in Paragraph 5.2.1.3, however, until the Facilities are constructed and placed into service and used and useful for delivery of water under this Agreement. All other provisions of Section 5.2 will apply.

3.3.2.2. **Operating Costs**. Operating and maintenance expenses as described in Paragraph 6, below, will not be included in the pricing analysis until such time as the Facility is placed into service for the delivery of water under this Agreement.

4. **Ownership**. Each of the Facilities has at least one Owner. The Owner(s) will be identified for each of the Facilities by name and by percentage of ownership.

5. **Capital Costs.** Capital costs include the depreciation expense on the Facilities, plus a return to the Owner of the Facilities.

5.1. **Depreciation Expense.** Depreciation expense has the same meaning as is normally applied by the Government Accounting Standards Board. All depreciation is to be determined using the Straight-Line method based on the initial term of the Facility's life. Determination of salvage value, if any, is at the discretion of the Facility Owner.

5.2. **Return.** Owner(s) will be compensated for their investment in the Facilities in an amount equal to the Owner(s) weighted average cost of capital (WACC) times the Owner(s) investment in the Facilities.

5.2.1. **Measuring Owner Investment.** Owner investment is also referred to as "Rate Base." The Rate Base is meant to accurately measure the Owner(s) actual investments in the Facilities. It includes the following components:

5.2.1.1. **Net Book Value of Facilities.** This is equal to the actual original cost of the Facility less accumulated depreciation. The book value may be increased by additions or improvements to the Facilities; it decreases with asset deletions, retirements, and accumulated depreciation.

5.2.1.2. **Construction Work in Process.** Future Facility investments may be included in the Rate Base if the Facility meets the definitions in Paragraph 3 above and Paragraph 10 below.

5.2.1.3. **Working Capital.** Owners are allowed to include an allowance for working capital equal to 90 days of their operating & maintenance expenses incurred at the Facilities. The working capital allowance for each Facility shall

be calculated as the annual operating and maintenance expense, divided by 365 days, times 90 days.

5.2.1.4. **(Less) Contributions Received.** Any capital payments or assets in kind paid by the Authority to the Owner(s) to defray the Owner(s) Investment shall be accounted for as capital contributions and credited to the Authority as a reduction in the Owner(s) Investment. Grant contributions will also be credited as a reduction in the Owner(s) Investment. Contributions reduce both the Return and depreciation expenses related to the Facilities. All contributions will be amortized at a rate equal to the rate of depreciation for the Facility in question.

5.2.2. Measuring the Weighted Average Cost of Capital. The weighted average cost of capital is the sum of the weighted debt cost and weighted equity cost; it will be used as the rate of return described in section 5.2.

5.2.2.1. **Total Cost of Capital.** The cost of capital will include an allowance for the Owner(s) actual cost of debt financing, as well as a return for the Owner(s) equity.

5.2.2.1.1. **Cost of Debt –** The cost of debt is the average annual interest rate paid on the Owner(s) portfolio of outstanding long-term debt. For the purposes of this Agreement, the cost of debt shall be calculated as follows:

5.2.2.1.1.1. Determine the total amount of long-term debt issued and outstanding as measured from the Owner(s) most recently audited and publicly available financial statements. Total long-term debt outstanding shall include all portions of long-term debt due and payable within one year, also called the "current portion", together with those amounts payable at any time after one year, also called the "long-term portion."

5.2.2.1.1.2. Determine the net interest payment due on each component of the long-term debt during the 12-month period in which the Delivery Rate will be determined. Interest payments due shall reflect the total of scheduled interest payments, net of any discounts, premiums, grants, state/federal subsidization, or other reductions.

5.2.2.1.1.3. Divide the total amount of interest due by the total amount of long-term debt outstanding to derive the annual effective interest rate.

5.2.2.1.2. **Cost of Equity –** the cost of equity is the interest rate to be paid on the use of the Owner(s) equity capital. For the purposes of this Agreement, the cost of the Owner(s) equity shall be calculated as follows based on data and information from the *Kroll Cost of Capital Navigator* (subscription fee required).

5.2.2.1.2.1. Determine the cost of equity using the CAPM + Size Premium approach that is expressed as the following formula: Cost of Equity (Ke) = Risk Free Rate (Rf) + β * (Equity Risk Premium) + Size Premium (SP).

5.2.2.1.2.2. Risk Free Rate (Rf). The risk-free rate is the Kroll-normalized yield on a 20-year US Treasury bond.

5.2.2.1.2.3. Beta (β). Beta is a mathematical coefficient that measures the relative volatility of expected returns for a given firm or industry vs. a broad market index such as the S&P 500. The beta coefficient for water-related firms can be found in the Kroll database as the median sum beta for water utilities with a GICS code of 551040.

5.2.2.1.2.4. Equity Risk Premium (ERP). The ERP is the difference between the market index returns and the Risk Free Rate (Rf). The market index returns can be found in the Kroll database in www.kroll.com.

5.2.2.1.2.5. Size Premium (SP). The SP represents the additional or reduced return required based on the size of the enterprise measured in terms of: book value of equity, total assets, and sales. The SP will be determined in the Kroll database using the regression equation method for the three respective measurements, weighted 20%, 60%, and 20%, respectively. All values for the equity, assets, and sales shall be taken from the previous year's audited financial statements.

5.2.2.1.2.6. In the event that *the Kroll Cost of Capital Navigator* is no longer published in its current form, the parties agree to negotiate in good faith to identify a comparable substitute publication for the purposes of this Attachment B.

5.2.2.2. **Weightings.** The weighted average cost of capital is affected by the relative percentage of debt and equity financing used by the Owner(s) in the Owner(s) overall water utility enterprise.

5.2.2.2.1. Total Invested Capital. An Owner's total invested capital is equal to the sum of: (a) total long-term debt as described in 5.2.2.1.1; and (b) his total equity as measured from the most recently published, publicly available, audited financial statements as the Owner(s) total assets less total liabilities.

5.2.2.2.2. Determine the Weight of Debt as a Portion of Invested Capital. The total long-term debt divided by Total Invested Capital is the debt weighting.

5.2.2.2.3. Determine the Weight of Equity as a Portion of Invested Capital. The equity weighting shall be determined as 100% minus the debt weighting described in 5.2.2.2.2.

5.2.2.3. **Calculate the WACC.** The WACC for the Owner(s) shall be calculated using the formula: WACC = Wd(Kd) + We(Ke). Where Wd = weight of debt as described in 5.2.2.2.2; Kd = cost of debt as described in 5.2.2.1.1; We = weight of equity as described in 5.2.2.2.3; and Ke = cost of equity as described in 5.2.2.1.2.

6. **Operating & Maintenance Costs.** The costs of operating and maintaining the Facilities will be properly budgeted and accounted for on a regular basis. Whether or not operating and maintenance costs are incurred, and the level, if any, of those costs is determined at the sole discretion of the Owner(s) of the Facilities. Only the operating and maintenance costs incurred in the operation of the Facilities are included in the basis for the Delivery Rate.

   6.1. **Direct Operating and Maintenance Costs.** The direct expenses in operating and maintaining the Facilities are to be included in the Delivery Rate determined under this Agreement, except the cost of any process(es) performed by the Authority in place of those normally performed through the Facilities. Direct operating and maintenance costs include the fixed and variable costs of operating the Facilities. Capital repairs and replacements are not to be included as operating and maintenance costs. Any expenditure meeting the Owner(s) then existing capitalization policy should be recorded as an asset and included in the determination of Rate Base as described above. Disinfection chemical cost shall not be included for water delivered at the Binney Connection, since the Authority will be disinfecting their own supplies.

7. **WISE Raw Water Rate**. The "WISE Raw Water Rate" shall be determined as the then published rate established by Denver Water for non-reusable nonpotable water service charged to its Outside Combined Service Area customers times 1.625 for all reusable water supplied under this Agreement.

8. **Direct Overhead and Administration.** Administrative costs directly incurred in the management of this Agreement are to be included in the Delivery Rate. Owners are responsible for accounting for any direct overhead and administrative costs, both fixed and variable.

9. **Indirect Overhead and Administration.** Costs that are not directly attributable to the performance of this Agreement are not included in the Delivery Rate.

10. **Ratemaking Process.** Except as noted in Paragraph 10.1, the Owners will at their expense, prior to proposing to increase the Delivery Rate for any year, prepare a cost-of-service allocation for the Facilities' costs in accordance with this Attachment B. The cost-of-service allocation will be based on the Owners' budgeted expenditures for the forthcoming year, and the capital costs will be based on the expected Rate Base for the same forthcoming year. The WISE Pricing Summary results of the Rate Model for 2024 are attached hereto as Exhibit 1. A full model print-out has been provided to the Parties for 2024. The Owners will provide reasonable back-up documentation with similar detail when proposing future Delivery Rate increases. Each year Aurora may provide the Authority with an updated WISE Pricing Summary (Exhibit 1) and a descriptive memo of the charges and changes for the forthcoming year.

    10.1. **Water Supply Rate Adjustments.** The rate may be increased annually to reflect changes to the WISE Raw Water Rate as determined in accordance with paragraph 7. If the Owner is increasing the Delivery Rate solely as a result of an increase in the WISE Raw Water Rate, then the Owner is not required to prepare a new cost-of-service allocation, WISE Pricing Summary (Exhibit 1), or descriptive memo, but can incorporate the updated WISE Raw Water Rate into the Delivery Rate.

    10.2. **Annual Period.** Except for Delivery Rate changes pursuant to 10.1, the Delivery Rate will be prepared for the forthcoming year in which a new Delivery Rate is to take effect. For the purposes of rate administration, all changes to the Delivery Rate charged under this Agreement will be prepared and placed into effect on January 1 of each year.

    10.3. **Information Requirements**. Using the average annual delivery amount to the Authority of 10,000 AF during the Ten-Year Blocks., to be adjusted in the future if additional commitments are agreed to, the Owner will then take the following steps:

        10.3.1. **Determine Water Demand at Each Facility**. The Owner will prepare an estimate of the average water through each Facility for each month. The estimate will show for each Facility: (i) the total amount of water sent through the Facility in each month, and (ii) the total water delivered to each Party for each month. The amount of water delivered to the Authority through each Facility may be adjusted to account for "trade" water. Trade water is a TDS management approach where the Authority will receive treated Aurora Mountain Water in exchange for Aurora taking water from Brighton that would have been delivered to the Authority, but for the TDS concentration. The "trade water" approach for pricing will have the effect of increasing the amount of flow accounted for in the PWP Treatment Train for the

Authority and will allow Aurora to recover the additional costs, if any, it incurs to produce water for delivery.

10.3.2. **Determine the Operating and Maintenance Costs for Each Facility**. The Owners will prepare, at their expense, a detailed budget of operating and maintenance expenses anticipated for each Facility for the Delivery Year. Operating and maintenance expenses shall not include any provision for capital expenditures of any kind. All capitalized asset purchases should be reported as additions to the fixed assets as described in Paragraph 10.3.3, below.

10.3.3. **Update Fixed Asset Register.** The Owner will provide, at their expense, a detailed listing of fixed assets for each Facility that will be updated, current, and audited as of the end of the Owner's financial reporting year immediately preceding the Delivery Year. The fixed asset register will detail the following information for each Facility and will be reported in accordance with generally accepted accounting principles of the Government Accounting Standards Board, except in no case will the fixed assets be reported for the purposes of this Agreement using the so-called "Modified Approach" as described under GASB Rule No. 34: (i) Name and description of the asset, (ii) the original acquisition cost of the asset, (iii) the month and year the asset was acquired and physically placed into service, (iv) the estimated useful life of the asset as estimated for accounting purposes using straight line depreciation methods, and (v) the accumulated depreciation for the asset.

10.3.4. **Determine the Owners' Rates of Return.** The Owners' rates of return shall be determined each year based on the provisions of Paragraph 5.

10.3.5. **Determine the WISE Raw Water Rate**. The WISE Raw Water Rate shall be determined in accordance with Paragraph 7.

10.3.6. **Allocate the Costs of Service**. The cost-of-service Delivery Rate will be determined as follows:

10.3.6.1. Standard Method. The Delivery Rate will be determined by allocating the total costs of the Facilities to the Parties based on the water demands as described in Section 10.3.1; provided, however, that the following adjustment for water deliveries characterized as less-than-firm or interruptible under this Agreement shall be made: the total costs of the Facilities will be limited to the total costs of providing the average daily demand (ADD) and will exclude any costs associated with the capacity in the Facilities above and beyond that necessary to provide for the ADD (*i.e.*, Parties with interruptible deliveries will be allocated 0% of the "Share of Facility Capacity" as that term is used in the Rate Model Report).

10.3.6.2. Exceptions. Changes in delivery characteristics, addition of new Facilities, and the ownership structure of new and/or existing Facilities dictate a change in cost allocation methods. Aurora reserves the right to modify the

cost allocation methods under such circumstances to reflect the actual delivery characteristics. No changes to the cost allocation methods shall be made without the consent of the Authority which consent shall not be unreasonably withheld, conditioned or delayed.

10.3.7. **Determine Rates.** The Delivery Rate will be specific for each Party based on each Party's particular usage of the Facilities. Rates may include a charge for volume of water delivered, charges for reservations of capacity, or any combination of these based on specific circumstances and characteristics of demand for each Party.

Table 1

Facility Name	Description
PWP – North Campus	Riverbank filtration wells, aquifer recharge and recovery system, and associated piping
PWP – Pumping Stations	Three pump stations along the pipeline from Brighton to the Binney Water Purification Facility (Binney)
PWP – Pipeline(s)	Pipeline from Brighton to Binney
PWP – Treatment (PWP Train)	Binney treatment process for water from Brighton
PWP – Treatment (Mountain Train)	Binney treatment process for water from Strontia Springs

** Infrastructure no longer used to provide WISE Water deliveries shall be deleted.

ATTACHMENT C

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WEST SLOPE CHARGE AGREEMENT
2013 WISE Agreement with Authority

This Agreement is between the South Metro WISE Authority ("Authority"), the Colorado River Water Conservation District ("River District") and the City and County of Denver acting by and through its Board of Water Commissioners ("Denver Water").

1. West Slope Charge. Pursuant to paragraph 4.4.1 of the Amended and Restated WISE Partnership – Water Delivery Agreement dated December 31, 2013 ("2013 WISE Agreement"), the Authority agrees to pay into the West Slope Fund the West Slope Charge for each acre-foot of water provided by Denver Water including the minimum amount reserved under paragraph 3.5.3 of the 2013 WISE Agreement. The West Slope Charge is incorporated into the rates described in and set pursuant to the 2013 WISE Agreement.

1.1 The West Slope Charge will be 12.5% of the standard non-potable or potable water rate, as applicable, charged by Denver Water to customers outside its Service Area.

1.2 Authority agrees that payment of the West Slope Charge is a contractual obligation to the River District, established at the percentage defined in paragraph 1.1. The Parties agree that the West Slope Charge is not a cost-based rate, but a contractual obligation, and is not governed by rate provisions in Denver Water's water supply contracts and leases.

1.3 Authority agrees that nonpayment of the West Slope Charge may constitute a breach of this contract and may result in suspension of water deliveries.

2. Billing and payment.

2.1 Denver Water agrees to be responsible for collection of the West Slope Charge on behalf of the River District.

2.2 Whenever Denver Water adjusts the rates charged to Authority, it will notify the River District in the same manner as it notifies its customers. The River District will respond in writing, requesting that Denver Water be responsible for billing and collection of the specified revised West Slope Charge based on the adjusted rate.

2.3 Authority will pay the West Slope Charge as part of its payment for water provided.

2.4 Denver Water will follow its normal procedures for providing notice of nonpayment.

2.5 Denver Water will transmit the collected West Slope Charge payments to the River District on a regular schedule determined by the payment schedule.

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3. Default for nonpayment.

3.1 If Authority fails to pay the West Slope Charge within the period allowed by Denver Water's normal collection procedures, Denver Water will send a written notice to the River District.

3.2 The River District will send written notice to Authority, with a copy to Denver Water, of breach of contract for failure to pay the West Slope Charge. The notice of breach shall include a reasonable period during which the Authority may cure the breach.

3.3 The River District will undertake such measures as it deems necessary to collect the unpaid West Slope Charge.

3.4 If other efforts fail and the River District deems it necessary, the River District will send a notice of proposed suspension of water delivery to the Authority and a notice of default to Denver Water requesting that Denver Water suspend delivery of water on a proposed date of suspension, which shall be no less than 10 days following the date of the notice.

3.5 If payment is not received prior to the end of the noticed period, Denver Water agrees to suspend deliveries of water as requested by the River District, until such time as the West Slope Charge is paid and the River District requests Denver Water to resume deliveries.

3.6 Denver Water will not suspend deliveries of water to the Authority unless the written notice of default includes a certification from the River District that it will take full responsibility for any damages to the Authority resulting from suspension of service requested by River District that is later determined to be unlawful or to be invalid by reason of an error committed by the River District, and to hold Denver Water harmless for any such damages and costs incurred by Denver Water, if any, in defending itself. The River District will assume no responsibility for an error committed by Denver Water.

4. Abstention Provisions. Pursuant to paragraph 4.4.2 of the 2013 WISE Agreement the Authority agrees to enforce the Abstention Provisions of this Agreement against WISE Participants, as required in the Participation Agreement between the Authority and the WISE Participants:

4.1 Abstain permanently from pursuing or participating in any project that would result in any new depletion from the Colorado River and its tributaries above the confluence with the Gunnison River, including without limitation the Eagle River (with the exception of the Eagle River MOU for Aurora and the Upper Colorado Cooperative Project). Pursuing or participating in a project means seeking formal approval of any aspect of a project in a regulatory or judicial forum, but does not include conducting

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various planning activities such as feasibility studies.

4.2 Abstain from pursuing or participating in any project that would result in diversions from the Colorado River Basin within Water Divisions Nos. 4 and 6, or downstream from the confluence of the Gunnison and Colorado Rivers in Water Division No. 5 for a period of 25 years. Pursuing or participating in a project means seeking formal approval of any aspect of a project in a regulatory or judicial forum, but does not include conducting various panning activities such as feasibility studies. This abstention period would be reduced to 15 years if, within the first ten (10) years following execution of the 2013 WISE Agreement, the NEPA permitting process for the Upper Colorado Cooperative Project has not been initiated. If construction of a cooperative project commences with 20 years from the date of the 2013 WISE Agreement, then the abstention period under this paragraph would be extended for an additional ten (10) years (a total of 35 years).

CITY AND COUNTY OF DENVER
acting by and through its BOARD OF WATER COMMISSIONERS

By: DocuSigned by: Julie Anderson for 959AB7BA67F747E...
CEO/Manager

Date: 7/7/2017

Approved:

By: DocuSigned by: D6A2A2A5E3864DE...
Chief Finance Officer

REGISTERED AND COUNTERSIGNED:
CITY AND COUNTY OF DENVER

By: DocuSigned by: DBCB7E81E4174C0... DS JAG
Timothy M. O'Brien, CPA
Auditor

Approved:

By: DocuSigned by: D06201CC9B9440B...
Chief Planning Officer

Date: 7/10/2017

Approved as to Form:

By: DocuSigned by: Casey Funk 0DD3A1802FBA44D...
Office of General Counsel

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South Metro WISE Authority

By: DocuSigned by:
Mark Mauber
519633CC7F79463...
President

Date: 7/2/2017

Approved as to Form:

By: DocuSigned by:
Russell Dykstra
07B4CBBB5D9F458...
Authority Legal Counsel

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Colorado River Water Conservation District

By: DocuSigned by: Peter Fleming BDF97416684D417...
General Counsel

By: DocuSigned by: Thomas M Alvey 1EC05155611C4D0...
President

Date: 7/4/2017

AMENDED AND RESTATED
WISE Partnership - Water Delivery Agreement between
Denver Water, the City of Aurora, acting by and through its Utility Enterprise, and the South Metro WISE Authority

This Water Delivery Agreement ("Agreement") is entered into by the City and County of Denver, acting by and through its Board of Water Commissioners ("Denver Water"), the City of Aurora acting by and through its Utility Enterprise ("Aurora"), and the South Metro WISE Authority ("Authority") (individually, a "Party" and collectively, the "Parties").

Recitals

A. Denver Water owns and operates a municipal water supply system that provides water to the inhabitants of the City and County of Denver and by contract to certain areas outside the boundaries of the City and County of Denver.

B. Aurora owns and operates a municipal water supply system that provides water for inhabitants of the City of Aurora and by contract to certain areas outside the City of Aurora.

C. The Authority is comprise of ten (10) governmental or quasi-governmental water providers seeking to develop through cooperation between its Members new surface water supplies that will decrease reliance on nontributary groundwater supplies. The Authority Members are also members of the South Metro Water Supply Authority ("SMWSA").

D. Denver Water and SMWSA entered into an agreement in 1999 to investigate the feasibility of potential future cooperative water operations between the Board and the SMWSA.

E. Denver Water and Aurora entered into an Intergovernmental Agreement dated April 12, 2006, committing to explore opportunities for mutually beneficial arrangements that could include shared use of water resources and water facilities.

F. Denver Water and SMWSA entered into the Pilot Project Agreement dated February 14, 2007, committing to investigate the feasibility of potential future cooperative water operations, water efficiency, and delivery of water to SMWSA.

G. Denver Water, Aurora, and SMWSA previously executed a Memorandum of Understanding (MOU) dated November 20, 2008, as amended by that certain amendment dated July of 2009, to implement a cooperative study to identify water resources, including infrastructure, that might be available for a joint water supply project to facilitate efficient and cost-effective delivery of water.

H. These combined investigations have shown the potential for regional water resource operations that may significantly benefit all members of the Partnership.

I. These combined investigations have identified both periodic available capacity in Aurora's existing Prairie Waters Project (PWP) and periodic available water supplies that can be utilized by the Authority and Denver Water.

J. Denver Water and Aurora entered into an Intergovernmental Agreement dated August 16, 2012 that governs their operations under the WISE Project.

K. Denver Water's participation in this Agreement includes providing water from reusable return flows, which originate on the West Slope. To resolve longstanding disputes with the West Slope, Denver Water has entered into the Colorado River Cooperative Agreement (CRCA), which authorizes use of Denver Water's reusable return flows in the WISE Partnership under certain terms and conditions.

L. The Authority and its Members have entered into the SM WISE IGA defining the Members' participation in the WISE Project.

M. Colorado law, C.R.S. § 29-1-201 et seq., authorizes and encourages local governments to contract with one another to provide any function, service, or facility, including the sharing of costs. 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. All the Parties to this Agreement are political subdivisions of the State of Colorado, and each is authorized to acquire infrastructure and to operate water facilities.

N. The Parties now wish to enter into this Agreement for water deliveries pursuant to the WISE Partnership. The Parties' intend that this Agreement result in a permanent supply of water to the Authority, subject to this Agreement's terms and conditions. This Agreement should be construed in such a manner as to further the Parties' intent.

O. Engineering studies based on historic hydrology have suggested that in the future additional water may be available under the WISE Partnership, assuming significant new infrastructure, and significant additional unused return flows resulting from growth in Denver Water's and Aurora's customer base. While changes in future hydrology, demands, or water administration will affect the volume of potential future deliveries, the Parties intend to cooperate with each other to determine if increased WISE deliveries would be feasible. If the Parties decide that increased WISE Deliveries are in their collective interests, that additional water would be subject to a separate agreement.

P. The Parties are currently negotiating a Memorandum of Understanding with Douglas County, Colorado that would create an option for the County to acquire additional deliveries of water under the WISE Project in an amount up to 27,750 AF over a Ten-Year Block, as defined below. Such deliveries would be provided under terms substantially similar to the terms of this Agreement, and for the purpose of reducing reliance on nonrenewable groundwater by current and future customers within existing service areas in Douglas County.

NOW, THEREFORE, Denver Water, Aurora, and the Authority agree as follows:

Article 1
Intent of the WISE Partnership

1.1 The Parties have been engaged in the development of a regional water supply project, now known as the WISE Partnership (WISE). A fundamental concept of WISE is to reduce the reliance of Authority Members on nonrenewable groundwater and to create a dependable, albeit interruptible, surface water supply for Authority Members. WISE would accomplish these goals by utilizing the periodic unused or underused capacity in Aurora's PWP, and the construction or acquisition of additional infrastructure, combined with the beneficial use by the Authority of water supplies to be made available by Aurora and Denver Water. Engineering studies conducted by the Parties have demonstrated a potential for a dependable supply of water for the Authority utilizing such periodic unused capacity and available water supplies.

1.2 The Parties have determined that the joint use of infrastructure, the delivery of water, and the financial arrangements in this Agreement will benefit the health, safety and welfare of their respective citizens and customers, enhancing water supplies while minimizing costs.

1.3 Denver Water and Aurora acknowledge that the Members of the Authority will depend upon the water deliveries provided under this Agreement to partially meet their future long-term water demands. The Members of the Authority acknowledge that they cannot rely upon WISE deliveries as their sole source of water supply. The water supply being made available to the Authority by Aurora and Denver Water is permanent, variable, and interruptible under the conditions described in this Agreement. The Authority agrees to require the Members to acknowledge in the SM Wise IGA the need to maintain existing water supplies, develop new water supplies, or have adequate storage available to meet their demands when WISE deliveries are interrupted under the terms of this Agreement.

Article 2
Definitions

"Abstention Provisions" shall mean those restrictions on the acquisition of new supplies of water from the Colorado River Basin by the Authority and the Members as set forth in the Colorado River Cooperative Agreement, effective as of the date of this Agreement.

"AF" means acre-feet.

"Authority Service Area" means the aggregate water delivery service area within Douglas County and Arapahoe County to which the Members are authorized to provide water service. The Authority Service Area within Douglas County and Arapahoe County may be modified through inclusion, annexation, or contract in the future. Any expansion of the Authority Service Area beyond Douglas County and/or Arapahoe County is subject to the prior written approval of the Parties.

"Binney Plant" shall mean the Binney Water Purification Facility located north of the Aurora Reservoir.

"Binney Plant Connection" shall have the meaning set forth in Paragraph 3.3.4.

"Colorado River Cooperative Agreement" or "CRCA" shall have the meaning set forth in Recital K of this Agreement.

"Corps" shall mean the United States Army Corps of Engineers.

"Delivery Location" shall have the meaning set forth in Paragraph 4.1.1.

"Delivery Obligation" shall mean a minimum delivery of 72,250 AF of water over each Ten-Year Block.

"Delivery Year" means each 12-month period beginning June 1 and ending the following May 31.

"DIA Connection" means that interconnection between Denver Water's treated distribution system near the Denver International Airport and Aurora's PWP as described in Attachment B.

"DIA Connection Fee" means the payment made by the Authority to Denver Water pursuant to Paragraph 3.3.1.

"Dominion Agreement" means that certain Intergovernmental Agreement for Temporary Lease of Water between Aurora and Dominion Water & Sanitation District dated July 30, 2012 or any subsequent agreement(s) for delivery to Dominion at an alternative point of delivery.

"ECCV" means the East Cherry Creek Valley Water and Sanitation District.

"ECCV Western Line" means the 48"-54" pipeline owned by ECCV that runs from the vicinity of E-470 and Smoky Hill Road south and west along E-470/C-470 to the vicinity of E-470 and University Boulevard.

"Effective Date" shall have the meaning set forth in Paragraph 5.30.

"Joint Advisory Committee" shall mean that certain advisory committee formed by the Parties pursuant to Paragraph 5.1.

"Member" means a member of the Authority. At the time of execution of this Agreement, the Members are as follows:

Town of Castle Rock
Dominion Water & Sanitation District
Stonegate Village Metropolitan District
Cottonwood Water & Sanitation District
Denver Southeast Suburban Water & Sanitation District (a/k/a Pinery Water and Wastewater District)
Centennial Water & Sanitation District
Rangeview Metropolitan District
Parker Water & Sanitation District
Meridian Metropolitan District
Inverness Water & Sanitation District

"MGD" means million gallons per day.

"Master Meter" shall refer to the primary meter through which deliveries are made to the Authority; during the Phase In Period, through the Temporary Interconnect and thereafter through the Binney Plant Connection.

"Minimum Payment" shall have the meaning set forth in Paragraph 3.5.3.

"Offered Delivery Amount" means the volume and flow rate of water offered by Denver Water and Aurora to the Authority at the Delivery Location(s) subject to the delivery volume and flow rate parameters set forth in Paragraph 3.4.

"Phase In Period" means the period between the completion of the Temporary Interconnect and May 31, 2021.

"Prairie Waters Project" or "PWP" means the water collection, conveyance, storage and treatment system owned and operated by Aurora that delivers water from the South Platte River north of Denver to and including the Binney Plant.

"SM WISE IGA" means the "South Metro WISE Authority Formation and Organizational Intergovernmental Agreement" executed by the Members.

"Temporary Interconnect" shall mean the connection between the Aurora treated distribution system and the Western Pipeline as described in Paragraph 3.2.2.

"TDS" means "Total Dissolved Solids" as set forth in Paragraph 3.6.2.

"TDS Commitment" shall have the meaning set forth in Paragraph 3.6.2.

"Ten-Year Block" means successive ten-year periods, starting with the ten-year period of June 1, 2021 through May 31, 2031, and continuing for subsequent consecutive ten-year periods.

"Total Actual Cost" means the total cost of the land acquisition, design, permitting, construction, and related expenses of the DIA Connection.

"Water Infrastructure and Supply Efficiency Partnership" or "WISE Partnership" or "WISE Project" or "WISE", as identified under Article 1, refers to the cooperative water supply effort by Aurora, Denver Water, and the Authority to develop efficient and cost effective water pursuant to this Agreement.

"Western Pipeline" means a pipeline capable of delivering water from the Master Meter to the Authority.

"West Slope Charge Agreement" shall mean an agreement between the Authority and the Colorado River Water Conservation District in substantially the form of Attachment D, the purpose of which is set forth in Paragraph 4.4.1.

Article 3
Water Supply

3.1 Volume of Water. Aurora and Denver Water agree to make available for delivery to the Authority a minimum amount of 72,250 acre-feet (AF) of water over each Ten-Year Block, an average of 7,225 AF per year ("Delivery Obligation"). Delivery of the full 7,225 AF on an annual average will be phased in over the Phase In Period, as described in Paragraph 3.4. Water deliveries in a particular Delivery Year will be governed by the parameters in Paragraph 3.4.

3.2 Infrastructure Necessary to Commence Deliveries. In order for any water to be delivered from the PWP to the Authority additional infrastructure must be constructed or acquired by the Parties.

3.2.1 Western Pipeline. Additional infrastructure will include either the ECCV Western Pipeline or an alternate Western Pipeline. Denver Water and the Authority shall cooperate and coordinate the planning, design, cost-sharing, construction and operation of the Western Pipeline under the terms of a separate agreement.

3.2.2 Construction of the Temporary Interconnect. The Authority is responsible, at its own cost and expense, for the design and construction of the Temporary Interconnect including acquiring all necessary permits and third party approvals. The Authority's design and construction of the Temporary Interconnect and the location of the same shall be subject to the specifications, approval and acceptance of Aurora. Upon completion and Aurora's acceptance of the Temporary Interconnect, the Authority shall convey to Aurora those portions of the Temporary Interconnect (and easements as necessary) upstream of the isolation valve (downstream of the meter vault) free of all liens and encumbrances that impair the maintenance, operation or control of the Temporary Interconnect and with a one year warranty. Aurora will thereafter own, maintain, operate and control those portions of the Temporary Interconnect conveyed by the Authority with associated maintenance or replacement costs to be borne by Aurora.

3.2.3 Authority Infrastructure. Any additional infrastructure necessary for Authority Members to take delivery of water from the Western Pipeline is the responsibility of the Authority and shall not be included as WISE Facilities described in Attachment C.

3.3 DIA Connection. In order for Denver Water and Aurora to begin delivery of the full annual average of 7,225 AF, the DIA Connection will be required. Denver Water agrees to complete construction of the DIA Connection on or before May 31, 2020, unless the Parties mutually agree to a different date. Denver Water shall provide to the Authority updates on construction progress on an annual basis. Denver Water will own and operate the DIA Connection.

3.3.1 Payment of DIA Connection Fee. The Authority will pay to Denver Water the fee described below for the construction of the DIA Connection. The first payment of $882,052 will be due sixty days after the date when the last of the contingencies defined in Paragraph 5.30 has been met.

Date Due	Payment Due
see above	$ 882,052
1/15/2015	$ 705,642
1/15/2016	$ 882,052
1/15/2017	$ 1,146,668
1/15/2018	$ 1,146,668
1/15/2019	$ 1,146,668
1/15/2020	$ 1,146,668

The DIA Connection Fee payments are based on the current estimated cost of constructing the DIA Connection. The infrastructure costs include all design, engineering, permitting, land acquisition, and related expenses. In the event of termination of this Agreement due to a default by the Authority, there shall be no return of any DIA Connection Fee payments made prior to such default.

3.3.2 Reconciliation of the DIA Connection Fee Payments. The DIA Connection Fee payments identified in Paragraph 3.3.1 represent the Authority's share of the estimated cost of the DIA Connection. Should the Total Actual Cost of construction of the DIA connection by Denver Water be greater than the DIA Connection Fee, the Authority shall pay the remainder due on or before July 1, 2020, as provided for under Attachment B. Should the Total Actual Cost of the DIA Connection be less than the DIA Connection Fee, the Authority shall be refunded the overpayment by Denver on or before July 1, 2020. In any event, the Authority shall be provided copies of all invoices associated with the DIA Connection construction and any calculations performed by Denver Water in determining the respective balances or credits due.

3.3.3 Permits, Easements and Approvals. The Parties agree to cooperate to obtain such easements, approvals and permits as are necessary for: (i) the construction of the DIA Connection and the Temporary Interconnect; (ii) any other infrastructure reasonably necessary to fulfill the terms of this Agreement, and (iii) the storage of WISE water in Rueter-Hess Reservoir.

3.3.4 Future Connection to the Binney Plant. The Authority is responsible for the construction by May 31, 2021, of any infrastructure necessary to convey and use water delivered from the Binney Plant to the Western Pipeline ("Binney Plant Connection"). Use of this Binney Plant Connection for water deliveries to the Authority is governed by this Agreement. The Authority's design and construction of the Binney Plant Connection will be subject to the same terms and conditions controlling its design and construction of the Temporary Interconnect except that the portion of the Binney Plan Connection that will be conveyed to Aurora shall consist of all components upstream of the Master Meter. When water deliveries are interrupted due to Denver Water's need to make use of its supplies, Denver Water will need to use the

Binney Plant Connection. On such occasions, and subject to all delivery terms in this Agreement, Denver Water will have the first use of the Binney Plant Connection, and will compensate the Authority for its costs, including O&M and a capital recovery charge, based upon AWWA utility rate setting and cost-of-service principles.

3.4 Water Deliveries.

3.4.1 Delivery Phase-in. During the Phase In Period, Aurora and Denver Water will make available 5,000 AF annually as a guaranteed minimum delivery. Deliveries in excess of the 5,000 AF will be offered on an as-available basis. The Authority, subject to the Minimum Payment obligations under Paragraph 3.5.3, will determine, at its sole discretion, whether to take such deliveries.

3.4.2 Post May 31, 2021 Deliveries. Beginning June 1, 2021, Aurora and Denver Water will offer for delivery to the Authority a minimum of 72,250 AF of water over a Ten-Year Block. The Offered Delivery Amount will be calculated retrospectively on the basis of the daily offered flow rate and will be credited towards the Delivery Obligation.

3.4.3 Maximum and Minimum Offered Delivery Amount. In any particular year, the Offered Delivery Amount will depend on hydrology and infrastructure constraints. However, the Offered Delivery Amount volume shall not be required to be more than in Paragraph 3.4.3(a) nor less than the minimums in Paragraph 3.4.3(b).

(a) Maximum Offered Delivery Amount. Beginning June 1, 2021, the maximum Offered Delivery Amount shall be as follows:

- no more than 18,063 AF of water in any single Delivery Year,
- no more than 32,513 AF of water in any two Delivery Year period,
- no more than 43,350 AF of water in any three Delivery Year period,
- no more than 54,188 AF of water in any four Delivery Year period, and
- no more than 65,025 AF of water in any five Delivery Year period.

(b) Minimum Offered Delivery Amount. Beginning June 1, 2021, the minimum Offered Delivery Amount will be as follows, without regard to Ten-Year Blocks (i.e., within or between Ten-Year Blocks):

- no minimum delivery for any single year,
- no more than 24 consecutive months with no deliveries,
- no less than 1,806 AF in any consecutive 36 month period,
- no less than 3,613 AF in any consecutive 48 month period,
- no less than 7,225 AF in any consecutive 60 month period,
- no less than 21,675 AF in any consecutive 120 month period.

3.4.4 Available Delivery Flow Rate. Aurora will determine the available delivery flow rate in coordination with Denver Water and the Authority. Absent agreement by the Authority, the maximum available delivery rate during the Phase In Period will be 15 MGD. Thereafter the

maximum available delivery rate will be 22 MGD. Absent agreement by the Authority, Aurora may change the available delivery rate by no more than 7 MGD (5 MGD during the Phase In Period) and no more often than once per 24 hour period. Aurora shall provide 24 hour notice to the Authority for any delivery rate change, unless the change is caused by a power outage or other unforeseen operational upset, in which case Aurora will notify the Authority as soon as possible.

3.4.5 Excess Deliveries. Water in excess of the Maximum Offered Delivery Amount in Paragraph 3.4.3a or in excess of 22 MGD will be offered for delivery on an as available basis. The Authority will determine, at its sole discretion, whether to take such excess deliveries. Any such excess deliveries shall not be credited towards the Delivery Obligation or the Offered Delivery Amounts set forth in Paragraph 3.4.3.

3.4.6 Modifications of Offered Delivery Amounts. The above minimum and maximum Offered Delivery Amounts from Denver Water and Aurora may be modified upon agreement, in writing, of all the Parties based upon future hydrologic determinations, infrastructure decisions, or other pertinent factors, without the need to modify the remainder of this Agreement or execute a new agreement.

3.4.7 Distribution of the Offered Delivery Amount Over the Delivery Year. Aurora will determine the monthly timing, volume, and flow rate of deliveries in coordination with Denver Water and the Authority. Subject to the provisions of this Agreement, Aurora shall maintain the Offered Delivery Amount in any given year within the parameters of the table below, with the actual Offered Delivery Amount based on water availability, subject to the minimum deliveries in Paragraph 3.4.3(b). While deliveries are being made, Aurora shall provide the following to the Authority on a daily basis (or other interval agreed to by the Parties' operating representatives):

(i) Notice of changes to the Offered Delivery Amount, if any;

(ii) The amount of the Offered Delivery Amount taken;

(iii) The amount of excess deliveries to the Authority pursuant to Paragraph 3.4.5, if any.

The above information shall be provided to the Authority via e-mail or other mutually acceptable means of communication.

(a) Phase-In Distribution. During the Phase In Period the distribution of the Offered Delivery Amount over any Delivery Year will be made within the following parameters (unless otherwise agreed to by all Parties):

	Jun-Sep	**Oct-Jan**	**Feb-May**
Maximum	50.0%	65.0%	65.0%
Minimum	10.0%	25.0%	25.0%

(b) Distribution Above 7,225 AF. Commencing on June 1, 2021, in years where the Offered Delivery Amount over any Delivery Year is at or above 7,225 AF, the distribution of the Offered Delivery Amount over any Delivery Year will be made within the following parameters (unless otherwise agreed to by all Parties):

	Jun-Sep	**Oct-Jan**	**Feb-May**
Maximum	75.0%	60.0%	50.0%
Minimum	10.0%	10.0%	5.0%

(c) Distribution Below 7,225 AF. Commencing on June 1, 2021, in years where the Offered Delivery Amount over any Delivery Year is less than 7,225 AF, the maximum amount of the Offered Delivery Amount in any seasonal period is as follows (unless agreed to by all Parties):

	Jun-Sep	**Oct-Jan**	**Feb-May**
Maximum	5,419 AF	4,335 AF	3,613 AF

3.4.8 Good Faith. Though the bullets in Paragraph 3.4.3 and the charts in Paragraph 3.4.7 represent the minimum and maximum allowable distribution of the Offered Delivery Amount, the Parties acknowledge that hydrologic conditions and infrastructure capacity will dictate the amount of water actually made available within the identified range of possible annual deliveries, subject to the minimums in Paragraph 3.4.3(b). Denver Water and Aurora agree to act in good faith to make water available to the Authority on a schedule which accommodates the Authority's needs subject to such constraints. The Parties further acknowledge that storage developed by the Authority, either surface or sub-surface, can be utilized to manage seasonal distributions in a more beneficial manner.

3.5 Charges for Water.

3.5.1 Basis for Charges. Pricing for water provided under this Agreement shall be based upon Attachment C and this Paragraph. The pricing methodology in Attachment C takes into account the cost of water and infrastructure contributed by each Party and the actual cost of system operation to a specified delivery location. The rate for water delivered under this Agreement shall be calculated for delivery at the Binney Plant (the "Delivery Rate"). The Delivery Rate for 2013 is $5.50 per thousand gallons of water and shall apply to all water regardless of the Delivery Location. In addition to the Delivery Rate, Aurora will charge and the Authority shall pay a conveyance fee for water provided under this Agreement delivered to the Temporary Interconnect. (the "Conveyance Fee"). The Conveyance Fee is the sum of the incremental energy costs incurred by Aurora associated with the conveyance of water delivered under this Agreement between the Binney Plant and the Temporary Interconnect. The Conveyance Fee shall be payable on the same terms and conditions as the Delivery Rate charge.

3.5.2 Modification of Charges. Charges may be increased based on the WISE Raw Water Rate and/or on an update to the cost of service model, incorporating capital and operational costs following the utility basis for ratemaking prescribed in Attachment C. Aurora shall provide notice to the Authority of any proposed rate adjustment prior to October 1, and the

Authority shall have the opportunity to comment on the proposal prior to the effective date of the rate on January 1 of the following year.

3.5.3 Minimum Payment. In recognition that Aurora and Denver Water will reserve for the Authority the volumes of water described in this Article 3, the Authority agrees to make minimum payments (each a "Minimum Payment") as described in this Paragraph 3.5.3. Aurora shall bill the Authority for the Minimum Payment at the end of each applicable Delivery Year, and the Authority shall pay such invoices in the manner described in Paragraph 4.7.

(a) Phase In Period Deliveries. Beginning with the 2017-2018 Delivery Year, regardless of whether the Phase In Period has commenced, if the Authority takes delivery of less than the amount of water listed in the following table, the Authority shall pay a Minimum Payment equivalent to the then-current rate established under Paragraph 3.5.1 times the difference between the amount listed in the table and the amount delivered to the Authority during the Delivery Year.

Delivery Year	Minimum Payment Amount (AF/yr)
6/1/2017-5/31/2018	1,500
6/1/2018-5/31/2019	2,500
6/1/2019-5/31/2020	3,500
6/1/2020-5/31/2021	5,000

(b) Full Deliveries. Beginning with full deliveries after June 1, 2021, as described in Paragraph 3.4.2, the Minimum Payment will be calculated based on 7,225 AF of water, or the Offered Delivery Amount in the applicable Delivery Year, whichever is less. The Authority shall pay a Minimum Payment equivalent to the then-current rate established under Paragraph 3.5.1 times the difference between the amount of water delivered to the Authority during the Delivery Year and: (1) 7,225 AF; or (2) the Offered Delivery Amount, whichever is less. Once the Authority has paid for 72,250 AF during any Ten-Year Block, no further Minimum Payment will be required for that Ten-Year Block.

(c) Exceptions to Minimum Payment. The Minimum Payment shall not apply to: (i) any amount of the Offered Delivery Amount not delivered due to an outage of infrastructure necessary to deliver water to one or more Members, if such outage is caused by a factor outside the reasonable control of the Authority or Members; (ii) any water made available for delivery at a flow rate in excess of maximum delivery rates defined in Paragraph 3.4.4 that is declined by the Authority; and (iii) prior to June 1, 2030, any water containing TDS levels higher than 500 mg/l that is declined by the Authority under Paragraph 3.6.2

3.6 Water Quality.

3.6.1 Compliance with Drinking Water Standards. Aurora will supply to the Authority at the Master Meter water that meets all state and federal safe drinking water regulatory requirements as such may exist now or in the future, subject to the qualification on TDS provided in Paragraph 3.6.2. The Authority is solely responsible for maintaining compliance with drinking water standards beyond the Master Meter and requiring the Members to ensure that

water delivered under this Agreement is compatible with the other water supplied by the Members.

3.6.2 Total Dissolved Solids. Primary drinking water standards have not been established for TDS; the current secondary standard is 500 mg/l. Unless the Authority agrees otherwise, for the period through May 31, 2030, Aurora will provide to the Authority water at the Master Meter that has a TDS level no greater than that provided to Aurora's own customers from the Binney Plant (the "TDS Commitment"). If the TDS level at the Master Meter exceeds the secondary standard of 500 mg/l, Aurora will notify the Authority and the Authority may decline deliveries. Until May 31, 2030, any declined water above 500 mg/l TDS will not count toward the Delivery Obligation described in Paragraph 3.1. There is no guarantee of a maximum TDS concentration beyond May 31, 2030, regardless of whether a primary TDS drinking water standard has been established, and accordingly, the TDS Commitment expires on May 31, 2030.

3.6.3 Disinfection. Currently, the water to be supplied to the Authority at the Master Meter is disinfected with Chloramines. Aurora agrees to consult with the other Parties prior to a change in the disinfection method. The Authority is solely responsible for making this water compatible with the other water supplies of its Members.

3.6.4 Master Meter Deliveries. The water quality standards and the TDS Commitment set forth in this Agreement apply only to water delivered at the Master Meter and shall not apply to water delivered at any Delivery Location that is not a Master Meter.

3.6.5 Future TDS Management. The Parties acknowledge that at some point in the future, currently estimated to be 2030, Denver Water and Aurora's own demands for more capacity and more blend water will result in an inability to offer deliveries at the TDS concentrations in Paragraph 3.6.2, once the TDS Commitment has expired. The resolution to this TDS issue could involve: (a) reverse osmosis (RO) or other equivalent treatment technologies; (b) the development of additional blending water supplies; or (c) acceptance of deliveries of unblended, higher TDS water. In an attempt to maintain TDS levels at the limits set in Paragraph 3.6.2, and to increase deliveries in future phases, the Parties agree to evaluate the resolution of this TDS issue at the bi-annual delivery meetings established in Paragraph 4.1.5, beginning in 2022. Unless the Authority chooses to receive unblended water once the aforementioned capacities are reached and the TDS Commitment has expired, the Authority shall develop and implement a schedule for the timely construction of any facilities and/or acquisition of any blend water supplies determined to be necessary in order to maintain the TDS levels in Paragraph 3.6.2, for the Delivery Obligation or for any expanded deliveries beyond that amount that may be available.

3.6.6 Implementation of TDS Management Solution. The details governing the implementation of the agreed upon TDS management solution will be the subject of a separate supplemental agreement. Absent the execution of such a supplemental agreement, the provisions of Paragraph 3.6.2 and 3.5.3(c)(iii) will no longer be effective and unblended water will be provided under Article 3.

Article 4
Operations

4.1 Deliveries to the Authority.

4.1.1 Delivery Location. The "Delivery Location" shall mean, collectively, the Master Meter and any other points of delivery of water to the Authority under this Agreement as provided for under this Paragraph. The initial primary point of delivery to the Authority for purposes of delivery under Paragraph 3.4.1 will be through a Master Meter to be installed at the Temporary Interconnect. Commencing June 1, 2021, the point of delivery to the Authority will be through a Master Meter at the Binney Plant Connection. Alternative points of delivery may be used with the mutual consent of the Parties.

(a) The Parties acknowledge that, due to geographic considerations, Member Rangeview Metropolitan District ("Rangeview") may receive water deliveries at an alternate location at or near the Binney Plant and on terms mutually acceptable to Rangeview, Aurora and Denver Water.

(b) The Parties further acknowledge that due to geographic considerations and the timing of infrastructure construction, Member Dominion Water and Sanitation District ("Dominion") may receive water deliveries at an alternate location pursuant to the terms of the Dominion Agreement. Water delivered under the Dominion Agreement shall not be assignable to any other Member.

4.1.2 Use of Third Party Infrastructure. Water supplies owned by Denver Water and Aurora will not be delivered to the Authority through any third party infrastructure located upstream of the Master Meter absent mutual agreement by the Parties.

4.1.3 Other Water Owned by the Authority. Upon written request, Aurora may, at its sole discretion, agree to collect, transport, and treat other water owned by the Authority or its Members, based on the terms of a separate agreement.

4.1.4 Reusable Supplies. Denver Water and Aurora intend to provide potable water from reusable supplies. In the event that Denver Water or Aurora provides any single-use water due to an adverse judicial or administrative determination, the Parties agree to negotiate a mutually agreeable solution to the Authority's use of non-reusable supplies.

4.1.5 Delivery Year Schedule. The Parties will meet no later than May 1 of each year to discuss the tentative volumes and anticipated delivery amounts and flow rates that may be available in the upcoming Delivery Year, and to schedule estimated deliveries for June through August, and meet in August to discuss the tentative schedule for September through May estimated deliveries, with additional meetings on an as needed basis. The Authority may provide a desired delivery schedule in advance of any such meetings for consideration and discussion.

4.2 Deliveries to Authority Members. The Authority is responsible for deliveries to individual Members beyond the Master Meter, including the construction of any additional infrastructure, as necessary. Members are responsible to develop whatever individual

infrastructure and connections are necessary to take delivery from the Authority's infrastructure and any other Delivery Locations, and are responsible for maintenance of such individual infrastructure. It will be the sole obligation of the Authority to identify and respond to the individual water demands of the Members. The Authority will determine in its sole discretion the allocation of water delivered by Denver Water and Aurora through the Master Meter. The Authority will provide annual accounting to Aurora and Denver Water of water deliveries to the Members.

4.3 Use and Reuse of Water. The Authority and the Members shall be entitled to use and reuse to extinction the return flows from reusable supplies; provided, however, that should the Authority or the Members be unable to reuse such supplies or voluntarily choose not to do so, the Authority or the Members may contract for other Members to do so. Nothing herein shall preclude the ability of Denver Water or Aurora to lawfully recapture and reuse water not reused and recaptured by the Authority or the Members. The Authority will make best efforts to notify Denver Water and Aurora in a timely manner when unused return flows from WISE deliveries are available.

4.4 As a condition of using Denver Water's reusable water, the Authority and the Members receiving water must comply with the following provisions in the CRCA. These provisions of the CRCA apply only to Members of the Authority.

4.4.1 West Slope Charge. The Authority, on behalf of the Members, shall enter into a West Slope Charge Agreement containing the provisions described in Attachment D. The WISE Raw Water Rate, as defined in Attachment C, includes a charge sufficient to satisfy the Authority's obligation under the West Slope Charge Agreement.

(a) Denver will transmit West Slope Charge payments to the Colorado River Water Conservation District on behalf of the Authority in accordance with the West Slope Charge Agreement, and will provide regular statements of such payments to the Authority.

(b) Aurora shall be entitled to retain the entirety of the WISE Raw Water Rate attributable to water delivered by Aurora under this Agreement, notwithstanding that such water is not subject to the West Slope Charge Agreement.

4.4.2 Restriction on Seeking New Supplies from the Colorado River Basin. Members must comply with the following Abstention Provisions, which are defined in Article VIII of the CRCA. The Abstention Provisions, by their terms, do not apply to any potential project whose diversions would occur only outside the State of Colorado.

(a) Abstain permanently from pursuing or participating in any project that would result in any new depletion from the Colorado River and its tributaries above the confluence with the Gunnison River, including without limitation the Eagle River (with the exception of the Eagle River MOU for Aurora and the Upper Colorado Cooperative Project). Pursuing or participating in a project means seeking formal approval of any aspect of a project in a regulatory or judicial forum, but does not include conducting various planning activities such as feasibility studies.

(b) Abstain from pursuing or participating in any project that would result in diversions from the Colorado River Basin within Water Divisions Nos. 4 and 6, or downstream from the confluence of the Gunnison and Colorado Rivers in Water Division No. 5 for a period of 25 years. Pursuing or participating in a project means seeking formal approval of any aspect of a project in a regulatory or judicial forum, but does not include conducting various planning activities such as feasibility studies. This abstention period would be reduced to 15 years if, within the first ten (10) years following execution of this Agreement, the NEPA permitting process for the Upper Colorado Cooperative Project has not been initiated. If construction of a cooperative project commences within 20 years from the date of this Agreement, then the abstention period under this Paragraph would be extended for an additional ten (10) years (a total of 35 years).

4.4.3 Conservation and Reuse. The Authority and Members must comply with the following provisions of the CRCA, Articles I.B.4(c) and I.B.4(d), respectively.

(a) Reuse of Water. The Members receiving WISE water must maximize, using best efforts, the reuse or successive use of the reusable water provided to them.

(b) Conservation Plan. The Members receiving WISE water must adopt and implement a conservation plan that would achieve results similar or proportionately the same as Denver Water's.

4.4.4 Expectations. As contemplated by Paragraphs 4.1.4 and 4.4, the Parties expect that reusable water will be delivered under this Agreement and that the water will be used and reused to extinction using best economically feasible efforts. The Parties believe that Members who are implementing a State-approved conservation plan will satisfy the conservation plan requirement.

4.5 Use of Water. Water delivered to the Authority under this Agreement shall be decreed for municipal use. The Authority agrees to use the water delivered in a manner consistent with Denver Water's and Aurora's water right decrees. Denver and Aurora represent that they have no knowledge of any restrictions on any of their water rights decrees that would prohibit or limit the use of the water delivered for municipal uses within the Authority Service Area. Deliveries from Denver Water and Aurora may not be used for agricultural uses.

4.6 Location of Use. Use of water provided to the Authority pursuant to this Agreement shall be limited to the Authority Service Area. Use of the water supplied under this Agreement outside of the Authority Service Area is prohibited.

4.7 Billing and Payment.

4.7.1 Aurora shall bill the Authority each month for any water delivered under this Agreement during the preceding month. Each monthly invoice shall establish the actual amount of water delivered during such period and the Offered Delivery Amount for the same period.

4.7.2 Aurora shall bill the Authority at the end of each Delivery Year for the applicable Minimum Payment, if any, owing with respect to such Delivery Year.

4.7.3 The Authority shall pay all such invoices within forty-five (45) days of receipt. All late payments shall be subject to a late fee of 5% of the amount due per month, up to a maximum of 25%.

4.8 Operating Representatives. For purposes of this Agreement the Parties' representatives shall be:

For Denver Water: Director of Planning
Denver Water Department
1600 W. 12th Avenue
Denver, CO 80204-3412

For Aurora: Deputy Director, Water Resources
Aurora Water
15151 E. Alameda Parkway, #3600
Aurora, CO 80012

For the Authority: Executive Director
South Metro WISE Authority
8400 East Prentice Avenue, Suite 1500
Greenwood Village, CO 80111

Article 5
General Provisions

5.1 Joint Advisory Committee. Each Party shall appoint one or two members to a Joint Advisory Committee, which shall meet as often as determined necessary, but no less than two times a year, in order to discuss any issues or concerns arising in the implementation of this Agreement.

5.2 Assignment. Following prior written notice to and approval by Denver Water and Aurora, which approval shall not be unreasonably withheld or denied, the Authority may assign this Agreement to another newly created Title 29 or Tile 32 governmental entity that is made up of all or substantially all of the Members. With the exception of the foregoing, no right hereunder shall be assigned by any of the Parties, without prior written consent from all Parties.

5.3 No Operating Obligation. Nothing in this Agreement shall be deemed or construed as creating any obligation on Aurora or Denver Water to operate its facilities in any particular manner, so long as Aurora and Denver Water comply with the express terms of this Agreement.

5.4 Indemnity. To the extent it lawfully may, the Authority shall defend, indemnify, and hold harmless, Aurora and Denver Water, their officers, agents, and employees against any liability, loss, damage, demand, action, or cause of action by a third party which may occur as a result of the physical delivery of water, commencing at the Delivery Location, by Aurora and Denver Water under this Agreement, except as to any portion of negligence judicially determined to be caused by Aurora or Denver Water. This includes but is not limited to, any

damages, including any special, indirect, consequential and punitive damages which may result from the transportation of water under this Agreement by means of any water carriage facilities after the Delivery Location. No provision of this Agreement shall be construed as a waiver or release of the immunities, limitations, or defenses afforded to the Authority, Aurora or Denver Water under the Colorado Governmental Immunity Act.

5.5 Amendments. Amendments to this Agreement shall only be effective if entered into with the same formality as this Agreement and approved by all Parties.

5.6 Denver Charter. This Agreement is made under and conforms to the provisions of Article X of the Charter of the City and County of Denver, which controls the operation of the Denver Municipal Water System. This Agreement involves the use of water outside the territorial limits of the City and County of Denver. The Denver Charter provides that "the Board shall have power to lease water and water rights for use outside the territorial limits of the City and County of Denver, but such leases shall provide for limitation of delivery of water to whatever extent may be necessary to enable the Board to provide an adequate supply of water to the people of Denver..." The extent to which limitation of water delivery outside Denver may be necessary to enable the Board to provide an adequate supply of water to the people of Denver is a fact to be determined by the Denver Water Board in the exercise of its reasonable discretion. The Board has determined that the interruptible nature of the water deliveries under this Agreement and the other terms and conditions of this Agreement is sufficient to ensure an adequate supply of water inside Denver. This Agreement shall not be construed or implemented in such a way as to impair Denver Water's obligations to provide water within its Combined Service Area.

5.7 Sole Obligation of Aurora Utility Enterprise. This Agreement is made pursuant and conforms to the provisions of the Charter of the City of Aurora, Colorado, which controls the operations of the Utility Enterprise for the City of Aurora. The obligations of Aurora under this Agreement are the sole obligations of the City of Aurora acting by and through its Utility Enterprise and, as such, shall not constitute a general obligation or other indebtedness of the City of Aurora or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City of Aurora within the meaning of any constitutional, statutory, or charter limitation. In the event of default by Aurora or failure to meet any of its obligations under the terms of this Agreement, the other Parties hereto shall have no recourse to any revenues of the City of Aurora except for the net revenues of the water utility system available therefore in the City of Aurora Utility Enterprise water fund, or any successor enterprise fund, and remaining after payment of all expenses relating to the operation and maintenance and periodic payments on bonds, loans and other obligations of the City acting by and through it Utility Enterprise. Notwithstanding anything herein to the contrary, nothing in this Agreement shall be construed as creating a lien upon any revenues of the Utility Enterprise or the City. Aurora has determined that the interruptible nature of the water deliveries under this Agreement and the other terms and conditions of this Agreement are sufficient to ensure an adequate supply of water inside Aurora.

5.8 Joint and Several Obligations. The obligations by Denver Water and Aurora under this Agreement shall be joint and several.

5.9 No Remedy Against non-Parties. Except as provided in Paragraph 5.17, the Parties to this Agreement may seek remedies under this Agreement only against each other, and not against third parties.

5.10 Venue and Governing Law. Venue for resolution of any dispute resulting in litigation shall be the Colorado District Court for the county in which any defendant resides. This Agreement shall be governed by and construed under the laws of the State of Colorado.

5.11 Waiver of Rights. The failure of any Party to exercise any right under this Agreement shall not be deemed a waiver of such Party's right and shall not affect the right of such Party to exercise at some future time the right or rights or any other right it may have under this Agreement.

5.12 Captions. The captions in this Agreement are for convenience of reference only, are not part of this Agreement and shall not define or limit any of its terms or provisions.

5.13 Failure to Perform Due to Force Majeure. No Party to this Agreement shall be liable for any delay or failure to perform due solely to conditions or events of force majeure, as that term is defined in this Paragraph; provided that: (i) the non-performing Party gives each other Party prompt written notice describing the particulars of the force majeure; (ii) the suspension of performance is of no greater scope and of no longer duration than required by the force majeure event or condition; and (iii) the non-performing Party proceeds with reasonable diligence to remedy its inability to perform and provides weekly progress reports to the other Parties describing the remedial actions taken. In the case of a force majeure event, the Parties shall meet and agree, in writing, upon an appropriate modification of obligations identified herein, with specific reference to water delivery obligations, so as to address the unanticipated conditions associated with such event. As used in this Paragraph, force majeure shall mean any delay or failure of a Party to perform its obligations under this Agreement caused by events beyond the Party's reasonable control and without the fault or negligence of the Party, including, without limitation (a) acts of God, (b) sudden actions of the elements such as floods, earthquakes, hurricanes, or tornadoes, (c) sabotage, (d) vandalism beyond that which can be reasonably prevented by the Party, (e) terrorism, (f) war, (g) riots, (h) fire, (i) explosion, (j) blockades, (k) insurrection, or (l) strike, slow down or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group). Provided that hydrological change is addressed in 5.14.

5.13.1 Subordination Clause. In the event of a force majeure event or condition as described above in Paragraph 5.13, until the event or condition is resolved, this Agreement shall be made expressly subordinate to any present or future use of water supply for municipal purposes within the service territories of Aurora or Denver Water or to meet contracted water delivery obligations of Aurora or Denver Water existing prior to the execution of this Agreement.

5.13.2 Cooperation under Force Majeure. Should there be evidence of force majeure that may affect, or has affected, the ability of any of the Parties to meet their obligations under this Agreement, the Parties agree to meet and negotiate in good faith any modifications to this

Agreement to ensure a reasonable and coordinated response to such force majeure with the goal of forestalling the need for a force majeure declaration.

5.14 Hydrologic Change. The Parties acknowledge that the WISE Project, and deliveries under this Agreement, are based on surface water supplies that are variable to the extent described in this Agreement. The Parties have undertaken engineering studies based on observed historical hydrology that suggest these supplies will continue, and may increase in the future. Should future hydrology change such that there are demonstrably and significantly less water supplies available than expected at the time of the execution of this Agreement, the Parties agree to cooperate in the identification and development of additional supplies designed to assist Aurora and Denver Water in meeting the delivery obligations identified in this Agreement. Demonstration of changing hydrology may include persistent water use restrictions imposed on customers of Denver Water and Aurora or a Colorado River compact call or water management efforts to mitigate a Colorado River compact call. Provided, however, that nothing in this 5.14 shall relieve Denver Water or Aurora from meeting the Delivery Obligation then in effect, nor shall it modify the "basis for charges" (including the calculation of the WISE Raw Water Rate) relative to the cost of such deliveries as identified in 3.5.1 and Attachment C.

5.15 Enforcement. Subject to the provisions of Paragraphs 5.16 and 5.17, this Agreement may be enforced in law or equity, damages, or such other legal and equitable relief as may be available to a Party. Except as otherwise provided herein, each party waives any right to special, indirect, consequential and punitive damages, including lost revenue. Should Denver Water or Aurora fail to treat or deliver water in accordance with the terms of this Agreement, the Authority shall have recourse against either or both of these parties based upon the factual cause of the default.

5.16 Remedies for Monetary Defaults.

5.16.1 Suspension of Deliveries. If the Authority does not timely satisfy any of its payment obligations under this Agreement, Aurora may give the Authority a notice of default. If the Authority does not cure the default by making full payment within seven (7) business days from receipt of the default notice, Denver Water and/or Aurora, in addition to pursuing any other remedies available to them at law or in equity, may suspend deliveries of water to the Authority.

5.16.2 Termination of Agreement. If the Authority fails to cure the default within 180 days from receipt of the default notice described in Paragraph 5.16.1, then Denver Water and/or Aurora, in addition to pursuing any other remedies available to them at law or in equity, may terminate this Agreement.

5.17 Delivery Obligation and Minimum Payment Adjustment.

5.17.1 With respect to any Delivery Year after June 1, 2017, if any Member fails to pay to the Authority the sums required of such Member under the SM WISE IGA ("Non-paying Member") towards the Minimum Payment required by Paragraph 3.5.3(b), then the Authority may seek an adjustment of the Minimum Payment in future Delivery Years pursuant to the terms of this Paragraph, under the following conditions:

(a) the Authority pays the full Minimum Payment required by Paragraph 3.5.3(b) for the subject Delivery Year (Delivery Year 1);
(b) the Authority provides written notice to Denver Water and Aurora identifying the Non-paying Member and the Non-paying Member's pro-rata share of the Minimum Payment and reasonable evidence of such non-payment;
(c) the Authority terminates both deliveries under this Agreement and deliveries of any other water through the Western Pipeline to the Non-paying Member;
(d) the Authority uses commercially reasonable efforts to ensure compliance by the Non-paying Member, including pursuing all applicable available remedies set forth in the SM WISE IGA; and
(e) the Authority provides regular written notice to Denver Water and Aurora of the remedies undertaken and the status of those remedies;

5.17.2 If the Authority continues to satisfy these conditions during Delivery Year 2 and requests an adjustment, then the basis for calculating the Minimum Payment for Delivery Year 2 shall be reduced ("Temporary Reduction") by the amount of water attributable to the Non-paying Member's share of the Minimum Payment required by Paragraph 3.5.3(b) for Delivery Year 2. The Temporary Reduction shall not exceed 30% of the Minimum Payment for Delivery Year 2, subject to the limitations in Paragraph 5.17.5. The Delivery Obligation for the applicable Ten-Year Block shall be reduced by the same amount as the basis for the Temporary Reduction for Delivery Year 2.

5.17.3 The same procedure will be followed for Delivery Years 3-5, if the Authority continues to satisfy the conditions for a Temporary Reduction. A Temporary Reduction shall not be available for more than four Delivery Years.

5.17.4 At the end of Delivery Year 3 but in no event after Delivery Year 5, the Authority may request, the Delivery Obligation will be reduced by the amount of water that formed the basis for the Temporary Reduction ("Permanent Reduction"), provided that the Authority demonstrates that the Non-paying Member is no longer a Member under the SM Authority IGA and is permanently excluded from receiving any water under this Agreement and any other water through the Western Pipeline. To effectuate a Permanent Reduction, the Parties shall enter into an amendment to this Agreement that: (i) reduces the Delivery Obligation by the Permanent Reduction; (ii) makes other necessary conforming changes, including reductions to maximum and minimum deliveries in Paragraph 3.4.3 in the same proportion as the Permanent Reduction bears to the prior Delivery Obligation and the Minimum Payment in 3.5.3; and (iii) removes the Non-paying Member as a Member under this Agreement. If a Permanent Reduction is to be effectuated during any Delivery Year other than the first Delivery Year of a Ten-Year Block, the reduction of the Delivery Obligation for that Ten-Year Block shall be one-tenth of the Permanent Reduction multiplied by the number of years remaining in the Ten-Year Block.

5.17.5 The aggregate amount of all Permanent Reductions, or of all contemporaneous Permanent and Temporary Reductions, shall not exceed 30% of the Minimum Payment (i.e. 2,168 AF per year or a reduction in the Delivery Obligation of more than 21,675 AF.)

5.18 Defense against Third Parties. In the event of litigation by any third party concerning this Agreement, and to the extent permitted by law, the Parties agree to jointly defend any such third party action.

5.19 No Third Party Beneficiaries. There are no third party beneficiaries of this Agreement.

5.20 Water Rights Peace Pact.

5.20.1 Diligence Proceedings. As stated in Recital O, the Parties may agree to work to increase WISE deliveries. With regard to all conditional water rights presently owned by Denver Water and/or Aurora, the Parties agree to withdraw any statements of opposition in each other's pending diligence filings and not to oppose each other's pending or future diligence applications, including pending or future applications to make conditional rights, existing on the date of this Agreement, absolute. However, the Parties may file statements of opposition in such proceedings for the limited purpose of ensuring compliance with the obligations of this Agreement.

5.20.2 Other Proceedings. The Parties also agree to negotiate in good faith the stipulated resolution of any pending or future water right and administrative or judicial proceedings that may be necessary: (a) for Denver Water and Aurora to meet their delivery obligation for the provision of reusable water supplies under this Agreement or (b) for the Authority or its Members to use and reuse water delivered under this Agreement. To that end, the Parties shall timely share all relevant factual information concerning the existence or absence of injury to the respective decreed water rights of each party as a consequence of the administrative or judicial approvals being sought.

5.20.3 SM WISE IGA. The Authority shall include in the SM WISE IGA an obligation to comply with the provisions of this Paragraph 5.20. Failure of a Member to comply with this Paragraph shall constitute a breach of this Agreement by the Authority. However, in actions other than diligence proceedings, nothing in this paragraph 5.20 or in the SM WISE IGA is intended or shall be interpreted to prevent any Member from taking any actions it deems necessary to protect its water rights from injury, consistent with the intent of Paragraph 1.3.

5.21 Infrastructure Ownership. Nothing in this Agreement shall constitute or be interpreted as constituting the transfer of any ownership interests in the infrastructure assets of the Parties. Each Party shall remain individually responsible for the operation, maintenance, repair and replacement of their infrastructure absent express written agreement to the contrary.

5.22 Separate Water Supply Agreements. Any separate water supply agreement between a Member and either Aurora or Denver Water, executed after the effective date of this Agreement, shall be contingent upon the Member being in full compliance with its WISE-related obligations. Denver Water and Aurora agree to suspend deliveries immediately under any separate water supply agreement if the Member becomes a Non-paying Member as defined in paragraph 5.17. Any separate water supply agreement shall contain a provision requiring suspension of deliveries during any period in which the Member is in default of any of its obligations under the SM WISE IGA.

5.23 New Participating Members of Authority. The Parties acknowledge that at times additional entities may request to join the Authority and become a Member. Any new Member must be an entity in existence and delivering water to customers as of the effective date of this Agreement, unless the parties agree otherwise in writing. Acceptance of qualified Members and the nature of their financial obligations, if any, to the Authority, shall be within the sole discretion of the Authority; provided, however, that such change in the Members shall not in any manner affect the obligations of Denver Water and Aurora under this Agreement nor modify the terms of any existing agreement between either Denver Water or Aurora and any current or future Members. New Members shall be bound by the terms of this Agreement and shall enjoy such benefits as determined at the discretion of the Authority.

5.24 Authority of the Parties. The Parties each affirm and represent that they have the full power and authority to execute this Agreement and thereafter perform all of the terms and conditions set forth herein.

5.25 No Agency Created. This Agreement is not intended and shall not be construed to create any joint venture, agency relationship or partnership between the Parties. None of the Parties shall have any right or authority to act on behalf of or bind any other Party.

5.26 Dispute Resolution. If a dispute relating to this Agreement arises among the Parties, the Parties shall first consider any proposed resolution of the matter. If the matter is not resolved, the Parties shall promptly convene a meeting to be attended by persons with decision-making authority regarding the subject matter of the dispute. The meeting attendees shall attempt in good faith to negotiate a resolution of the dispute. If the dispute is still not resolved within 20 days after the meeting, the Parties shall be free to pursue any other legal remedy.

5.26.1 In the event of legal proceedings, the Parties agree to seek a prompt resolution, and that each Party shall pay its own costs and expenses, including attorney fees.

5.27 Effect on Prior Agreements. This Agreement supersedes the Pilot Project Agreement between Denver Water and the Authority dated February 14, 2007. All other agreements between any of the Parties shall remain in full force and effect. In the event of a conflict between the terms of a prior agreement between any of the Parties and this Agreement, the terms of this Agreement shall prevail.

5.28 Counterparts and Facsimiles. This Agreement may be executed in counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. Facsimile signatures bind the Parties.

5.29 Notices.

Any notice or other communication required or permitted under this Agreement shall be sufficient if in writing and delivered to the addresses provided below or such other addresses as designated by any Party by one of the following means: (a) in person (by hand delivery or professional messenger service); (b) by U.S. Mail, postage prepaid; (c) by overnight service (Express Mail of the U.S. Postal Service, Federal Express) or any other courier service guaranteeing overnight delivery), addressed to each of the following:

For Aurora:

Deputy Director of Water Resources of Aurora Water
15151 East Alameda Parkway, Suite 3600
Aurora, CO 80012

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

For Denver Water:

Director of Planning
Denver Water Department
1600 W. 12th Avenue
Denver, CO 80204-3412

For Authority:

Executive Director
South Metro WISE Authority
8400 E. Prentice Avenue, Suite 1500
Greenwood Village, CO 80111

Copy to:
Spencer Fane & Grimshaw LLP
ATTN: James M. Hunsaker
1700 Lincoln Street, Suite 3800
Denver, CO 80203

or at such other address as any Party hereto may hereafter or from time to time designate by written notice to the other Parties given in accordance herewith.

Any notice delivered (a) in person shall be effective upon delivery; (b) by first class U. S. Mail shall be effective three (3) business days after the mailing; (c) by overnight service shall be effective one (1) business day after delivery to the overnight service provider.

5.30 Agreement Contingencies. The ability and obligation of the Parties to perform under this Agreement is contingent upon:

(a) the execution of the Western Pipeline Agreement which shall include provisions ensuring the financing thereof, referenced in paragraph 3.2.1; and

(b) issuance of a permit satisfactory to the Parties by the U.S. Army Corps of Engineers (Corps) allowing water delivered under this Agreement to be stored in Rueter-Hess Reservoir.

The "Effective Date" of this Agreement shall be December 31, 2013. If these contingencies have not been satisfied as of December 31, 2014, the Parties agree to terminate this Agreement or extend the dates set forth in this Agreement.

IN WITNESS WHEREOF, Denver Water, the Authority and Aurora have executed this Agreement.

ATTEST:

By: _____
Secretary

CITY AND COUNTY OF DENVER
acting by and through its
BOARD OF WATER COMMISSIONERS

By: _____
President

Date: DEC 11 2013

APPROVED:

By: _____
Planning Division

REGISTERED AND COUNTERSIGNED:
Dennis Gallagher, Auditor
CITY AND COUNTY OF DENVER

By: _____
Deputy Auditor

Date: 13 Dec 2013

APPROVED AS TO FORM:

By: _____
Legal Division

South Metro WISE Authority

By: _____
President

Date: 12/10/13

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

Stephen D. Hogan, Mayor — Date: 12/13/13

ATTEST:

Janice Napper, City Clerk — Date: 12/18/13

APPROVED AS TO FORM FOR AURORA:

Christine McKenney, Assistant City Attorney — Date: 12/3/2013 — ACS# 13035027

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 13th day of December, 2013, by Stephen D. Hogan, Mayor, acting on behalf of the Utility Enterprise of the City of Aurora, Colorado.

Witness my hand and official seal. Jean M Russell
Notary Public

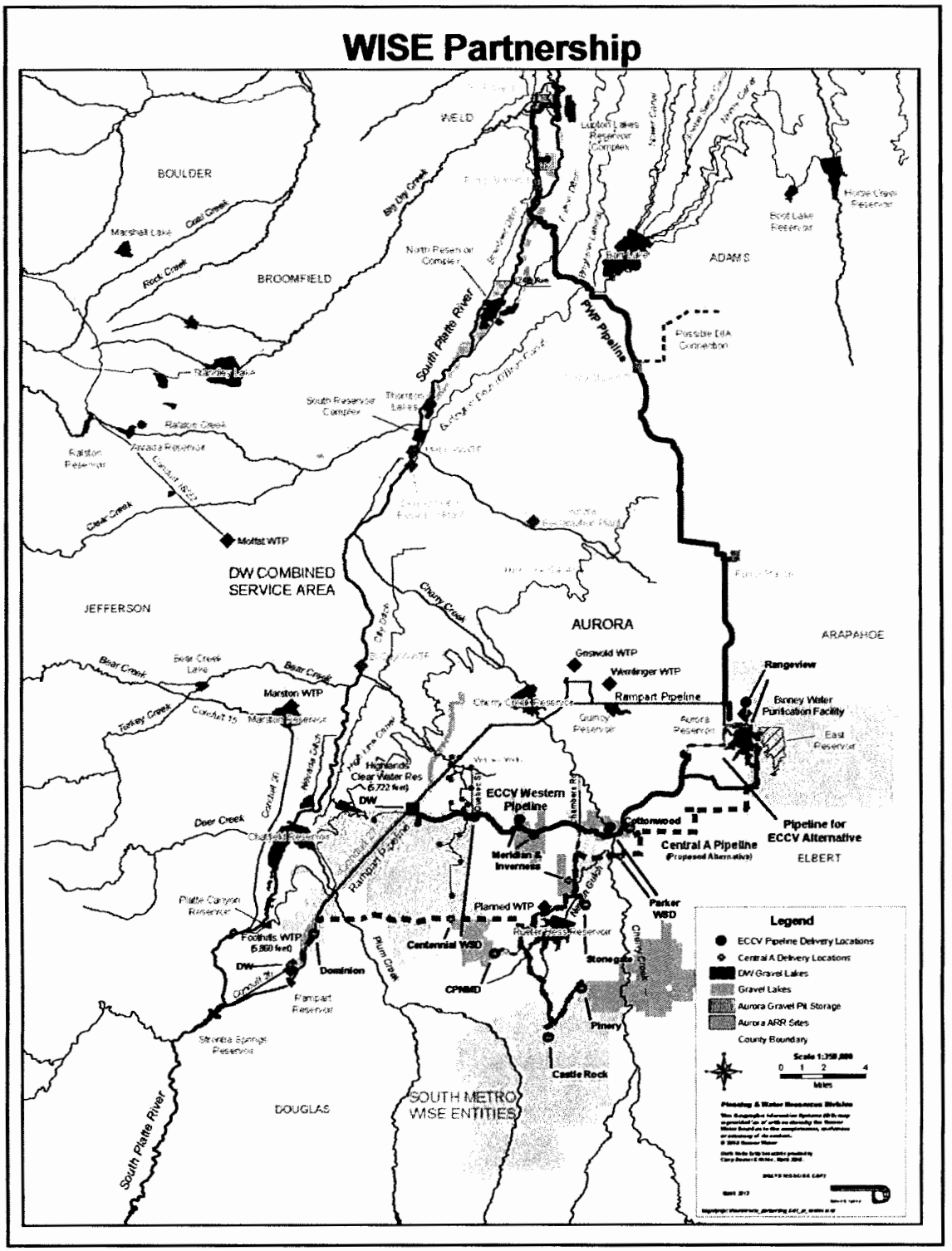
My commission expires: 04/20/2016

JEAN M RUSSELL
(SEAL) NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20004011854
MY COMMISSION EXPIRES 04/20/2016

LIST OF EXHIBITS AND ATTACHMENTS

Attachment A – Major WISE Partnership Facilities
Attachment B – DIA Connection Infrastructure
Attachment C – Water Delivery Pricing
Attachment D – West Slope Charge Agreement

Attachment A – Major WISE Partnership Facilities



ATTACHMENT B

DIA CONNECTION INFRASTRUCTURE

1. Connection from Denver Water's distribution system at DIA to Aurora Water's Pump Station #2

The connection from DIA to Aurora's PWP will provide blend water for Authority WISE deliveries. The current estimate for design, permitting, construction and all other costs for the DIA connection is $8.7 million. Authority will pay 85% of the total costs, based on estimated usage of the connection. Authority's 85% of the $8.7 million total estimated cost is included in the DIA Connection Fee.

1.1 Description: A 24" pipeline, approximately six (6) miles in length, from the north end of DIA at East 114th Avenue and Newbern Street to the PWP Pump Station #2 near 96th Avenue and E-470, and meters at a location to be determined.

ATTACHMENT C
WATER DELIVERY PRICING

1. **General.** Pricing for water deliveries to the Authority under this Agreement (the "Delivery Rate") is intended to be based on the principles of cost-of-service utility rate setting. However, it is understood by the Parties that specific circumstances defined under this Agreement require advanced understanding and application of those principles and that the Parties have adapted in some cases an application of rate setting principles that are particular to this Agreement, the characteristics of the services provided, and the purpose and intent of the Parties themselves. In cases where generally accepted principles of utility rate setting may appear to differ from the pricing of water deliveries under this Agreement, the terms defined in this Attachment C of the Agreement will prevail. If a term or condition necessary for the pricing of water deliveries under this Agreement is missing from this Attachment, that term and condition will be established by mutual agreement of the Parties.

2. **Overall Principles.** The Delivery Rate incorporates the following overarching principles:

   2.1. **Appropriate Return on Investment.** The Delivery Rate will allow those who own Facilities ("Owner") to receive an appropriate return on historical and new investments in the Facilities as defined in this Attachment.

   2.2. **Consistent with Owners' Internal Ratemaking and Financial Practices**. The Delivery Rate will be consistent with the financial requirements and internal ratemaking practices of the Owner.

   2.3. **Equitable and Transparent Allocation of Costs**. The costs incurred to provide deliveries under this Agreement include the operating and maintenance costs in addition to various capital components. Equitable pricing means that these costs will be allocated to those receiving water deliveries from the project each in accordance with their particular demand characteristics and their contractually defined delivery requirements. Transparency exists when the process for such an allocation can occur within a framework that is visible, understood by all the Parties, and repeatable over time with consistent and predictable results.

3. **Facilities.** The WISE Facilities include all tangible assets, and intangible real property rights (e.g. water rights), that are used and useful in providing the water deliveries under this Agreement. A listing of the current Facilities is included in Table 1.The listing of Facilities may change from time to time. No changes to the Facilities listed in Table 1 will be made without the consent of the Parties which consent shall not be unreasonably withheld or denied. All Facilities, current and future, include the following overall characteristics:

   3.1. **Facilities are Used.** To be considered a Facility, the asset must be physically used for delivery of water under this Agreement with measurable flows of water occurring on a regular and recurring basis. Any Facility included in the Delivery Rate is either: a) currently used with measurable flows, or b) will be used in the year immediately following Owner's budget year as part of the normal operations of the Facilities.

3.2. **Facilities are Useful.** A Facility must provide a specific function that enables the delivery of water as described in this Agreement. Facilities, or parts of Facilities, that do not enable the deliveries under this Agreement are not included in the Delivery Rate. Facilities that are only used by the Facilities' Owner are not included in the Delivery Rate.

3.3. **Exceptions.** Additional Facilities will be required in the future to maintain current deliveries and provide increased deliveries to the Authority in excess of an average of 72,250 acre feet in a Ten-Year period, or 7,225 acre feet per year on average. In some cases, those Facilities may need to be constructed ahead of the Owners' planned schedules. Exceptions to Paragraphs 3.1 and 3.2 may be required to address the additional costs, if any, incurred in accelerating construction of planned Facilities. Facilities may be added to the Delivery Rate in anticipation of future construction under the following conditions:

3.3.1. **Conditions for Exception**:

3.3.1.1. **Acceleration of planned Facilities.** The Owners need to accelerate planned infrastructure to maintain the current delivery commitment.

3.3.1.2. **Increased Delivery Requested.** The Authority has requested increased delivery from a previous commitment level, and the Owners are willing and able to meet the requested deliveries.

3.3.1.3. **Additional Facilities Required.** The Owners cannot meet the requested increased delivery without additional Facilities. The Facilities required are either newly identified and were not part of the Owners' prior plans, or must be constructed ahead of the Owners' plans.

3.3.1.4. **Owner Investment Required.** The Owners pay for the additional Facilities and incur an Owner Investment consistent with Paragraph 5.2.1 below.

3.3.2. **Allowances in Pricing**. If the conditions in Paragraphs 3.3 and 3.3.1 are met, then the pricing for the next determination of the Delivery Rate will include the reasonably estimated costs for the identified Facilities.

3.3.2.1. **Capital Costs.** The capital costs calculated under this provision will include a return to the Owners as described in Paragraph 5.2 based on the reasonably estimated construction cost of the Facilities in question. The pricing will not include any depreciation expense as described in Paragraph 5.1 or working capital as described in Paragraph 5.2.1.3, however, until the Facilities are constructed and placed into service and used and useful for delivery of water under this Agreement. All other provisions of Section 5.2 will apply.

3.3.2.2. **Operating Costs**. Operating and maintenance expenses as described in Paragraph 6, below, will not be included in the pricing analysis until such time as the Facility is placed into service for the delivery of water under this Agreement.

4. **Ownership**. Each of the Facilities has at least one Owner. The Owner(s) will be identified for each of the Facilities by name and by percentage of ownership.

5. **Capital Costs.** Capital costs include the depreciation expense on the Facilities, plus a return to the Owner of the Facilities.

5.1. **Depreciation Expense.** Depreciation expense has the same meaning as is normally applied by the Government Accounting Standards Board. All depreciation is to be determined using the Straight-Line method based on the initial term of the Facility's life. Determination of salvage value, if any, is at the discretion of the Facility Owner.

5.2. **Return.** Owner(s) will be compensated for their investment in the Facilities in an amount equal to the Owner(s) weighted average cost of capital (WACC) times the Owner(s) investment in the Facilities.

5.2.1. **Measuring Owner Investment.** Owner investment is also referred to as "Rate Base." The Rate Base is meant to accurately measure the Owner(s) actual investments in the Facilities. It includes the following components:

5.2.1.1. **Net Book Value of Facilities.** This is equal to the actual original cost of the Facility less accumulated depreciation. The book value may be increased by additions or improvements to the Facilities; it decreases with asset deletions, retirements, and accumulated depreciation.

5.2.1.2. **Construction Work in Process.** Future Facility investments may be included in the Rate Base if the Facility meets the definitions in Paragraph 3 above.

5.2.1.3. **Working Capital.** Owners are allowed to include an allowance for working capital equal to 90 days of their operating & maintenance expenses incurred at the Facilities. The working capital allowance for each Facility shall be calculated as the annual operating and maintenance expense, divided by 365 days, times 90 days.

5.2.1.4. **(Less) Contributions Received.** Any capital payments or assets in kind paid by the Authority to the Owner(s) to defray the Owner(s) Investment shall be accounted for as capital contributions and credited to the Authority as a reduction in the Owner(s) Investment. Contributions reduce both the Return and depreciation expenses related to the Facilities. All contributions will be amortized at a rate equal to the rate of depreciation for the Facility in question.

5.2.2. Measuring the Weighted Average Cost of Capital. The weighted average cost of capital is the sum of the weighted debt cost and weighted equity cost; it will be used as the rate of return described in section 5.2.

5.2.2.1. **Total Cost of Capital.** The cost of capital will include an allowance for the Owner(s) actual cost of debt financing, as well as a return for the Owner(s) equity.

5.2.2.1.1. **Cost of Debt** – The cost of debt is the average annual interest rate paid on the Owner(s) portfolio of outstanding long-term debt. For the purposes of this Agreement, the cost of debt shall be calculated as follows:

5.2.2.1.1.1. Determine the total amount of long-term debt issued and outstanding as measured from the Owner(s) most recently audited and publicly available financial statements. Total long-term debt outstanding shall include all portions of long-term debt due and payable within one year, also called the "current portion", together with those amounts payable at any time after one year, also called the "long-term portion."

5.2.2.1.1.2. Determine the net interest payment due on each component of the long-term debt during the 12-month period in which the Delivery Rate will be determined. Interest payments due shall reflect the total of scheduled interest payments, net of any discounts, premiums, grants, state/federal subsidization, or other reductions.

5.2.2.1.1.3. Divide the total amount of interest due by the total amount of long-term debt outstanding to derive the annual effective interest rate.

5.2.2.1.2. **Cost of Equity** – the cost of equity is the interest rate to be paid on the use of the Owner(s) equity capital. For the purposes of this Agreement, the cost of the Owner(s) equity shall be calculated as follows:

5.2.2.1.2.1. Determine the cost of equity using the Build-Up Method (BUM) expressed as the following formula: Cost of Equity (Ke) = Risk Free Rate (Rf) + Market Risk Premium (MRP) + Industry Risk Premium (IRP) + Size Premium (SP).

5.2.2.1.2.2. Risk Free Rate (Rf). The risk-free rate is equal to the yield on a 20-year US Treasury bond. For the purposes of this Agreement, the yield shall be the average calculated for the 12 months immediately preceding the determination of the Delivery Rate.

5.2.2.1.2.3. Market Risk Premium (MRP). The MRP represents the additional return required by equity holders over debt holders in general. For the purposes of this Agreement, the MRP will be taken from *Ibbotsons Stocks, Bonds, Bills, and Inflation Valuation Yearbook.* The MRP shall be the historical long-term horizon expected equity risk premium as published in the Ibbotson SBBI Valuation Yearbook, and not the supply side equity risk premium.

5.2.2.1.2.4. Industry Risk Premium (IRP). The IRP represents the additional or reduced return required by equity holders in the same industry as the Owner(s). For the purposes of this Agreement, the Owner(s) industry is Water Supply, classified under the Standard Industrial Code of 494, or the NAICS code of 221310. The IRP will be taken from the then current edition of *Ibbotsons Stocks, Bonds, Bills, and Inflation Valuation Yearbook.*

5.2.2.1.2.5. Size Premium (SP). The SP represents the additional or reduced return required by equity holders as a result of the size of the Owner(s) specific enterprise. For the purposes of this Agreement, the SP will be taken from *Ibbotsons Stocks, Bonds, Bills, and Inflation Valuation Yearbook* for the appropriate decile (the text provides an appropriate SP for different enterprise sizes grouped into deciles). For the purposes of this Agreement, the Owner(s) size shall be determined as the book value of its equity. Book value of the Owner(s) equity shall be determined based on the most recently audited and publicly available financial statements; book value is equal to total assets less total liabilities with no further adjustments whatsoever.

5.2.2.1.2.6. In the event that *Ibbotsons Stocks, Bonds, Bills, and Inflation Valuation Yearbook* is no longer published in its current form, the parties agree to negotiate in good faith to identify a comparable substitute publication for the purposes of this Attachment C.

5.2.2.2. **Weightings.** The weighted average cost of capital is affected by the relative percentage of debt and equity financing used by the Owner(s) in the Owner(s) overall water utility enterprise.

5.2.2.2.1. Total Invested Capital. An Owner's total invested capital is equal to the sum of: (a) total long-term debt as described in 5.2.2.1.1; and (b) his total equity as measured from the most recently published,

publicly available, audited financial statements as the Owner(s) total assets less total liabilities.

5.2.2.2.2. Determine the Weight of Debt as a Portion of Invested Capital. The total long-term debt divided by Total Invested Capital is the debt weighting.

5.2.2.2.3. Determine the Weight of Equity as a Portion of Invested Capital. The equity weighting shall be determined as 100% minus the debt weighting described in 5.2.2.2.2.

5.2.2.3. **Calculate the WACC.** The WACC for the Owner(s) shall be calculated using the formula: WACC = Wd(Kd) + We(Ke). Where Wd = weight of debt as described in 5.2.2.2.2; Kd = cost of debt as described in 5.2.2.1.1; We = weight of equity as described in 5.2.2.2.3; and Ke = cost of equity as described in 5.2.2.1.2.

6. **Operating & Maintenance Costs.** The costs of operating and maintaining the Facilities will be properly budgeted and accounted for on a regular basis. Whether or not operating and maintenance costs are incurred, and the level, if any, of those costs is determined at the sole discretion of the Owner(s) of the Facilities. Only the operating and maintenance costs incurred in the operation of the Facilities are included in the basis for the Delivery Rate.

   6.1. **Direct Operating and Maintenance Costs.** The direct expenses in operating and maintaining the Facilities are to be included in the Delivery Rate determined under this Agreement. Direct operating and maintenance costs include the fixed and variable costs of operating the Facilities. Capital repairs and replacements are not to be included as operating and maintenance costs. Any expenditure meeting the Owner(s) then existing capitalization policy should be recorded as an asset and included in the determination of Rate Base as described above.

7. **WISE Raw Water Rate**. The "WISE Raw Water Rate" shall be determined as the then published rate established by Denver Water for non-reusable nonpotable water service charged to its Outside Combined Service Area customers times 1.625 for all reusable water supplied under this Agreement.

8. **Direct Overhead and Administration.** Administrative costs directly incurred in the management of this Agreement are to be included in the Delivery Rate. Owners are responsible for accounting for any direct overhead and administrative costs, both fixed and variable.

9. **Indirect Overhead and Administration.** Costs that are not directly attributable to the performance of this Agreement are not included in the Delivery Rate.

10. **Ratemaking Process.** Except as noted in Paragraph 10.1, the Owners will at their expense, prior to proposing to increase the Delivery Rate for any year, prepare a cost-of-service allocation for the Facilities' costs in accordance with this Attachment C. The cost-of-service allocation will be based on the Owners' budgeted expenditures for the forthcoming year, and the capital costs will be based on the expected Rate Base for the same forthcoming year. The WISE Pricing Summary results of the Rate Model for 2013 are attached hereto as Exhibit 1. A full model print-out has been provided to the Parties for 2013. The Owners will provide reasonable back-up documentation with similar detail when proposing future Delivery Rate increases.

10.1. **Water Supply Rate Adjustments.** The rate may be increased annually to reflect changes to the WISE Raw Water Rate as determined in accordance with paragraph 7. If the Owner is increasing the Delivery Rate solely as a result of an increase in the WISE Raw Water Rate, then the Owner is not required to prepare a new cost-of-service allocation but can incorporate the updated WISE Raw Water Rate into the Delivery Rate.

10.2. **Annual Period.** Except for Delivery Rate changes pursuant to 10.1, the Delivery Rate will be prepared for the forthcoming year in which a new Delivery Rate is to take effect. For the purposes of rate administration, all changes to the Delivery Rate charged under this Agreement will be prepared and placed into effect on January 1 of each year.

10.3. **Information Requirements**. Using the average annual delivery amount to the Authority of 7,225 AF (5,000 AF until 2021), to be adjusted in the future if additional commitments are agreed to, the Owner will then take the following steps:

10.3.1. **Determine Water Demand at Each Facility**. The Owner will prepare an estimate of the average water through each Facility for each month. The estimate will show for each Facility: (i) the total amount of water sent through the Facility in each month, and (ii) the total water delivered to each Party for each month. The amount of water delivered to the Authority through each Facility may be adjusted to account for "trade" water. Trade water is a TDS management approach where the Authority will receive treated Aurora Mountain Water in exchange for Aurora taking water from Brighton that would have been delivered to the Authority, but for the TDS concentration. The "trade water" approach for pricing will have the effect of increasing the amount of flow accounted for in the PWP Treatment Train for the Authority and will allow Aurora Water to recover the additional costs, if any, it incurs to produce water for delivery.

10.3.2. **Determine the Operating and Maintenance Costs for Each Facility**. The Owners will prepare, at their expense, a detailed budget of operating and maintenance expenses anticipated for each Facility for the Delivery Year. Operating and maintenance expenses shall not include any provision for capital expenditures of any kind. All capitalized asset purchases should be reported as additions to the fixed assets as described in Paragraph 10.3.3, below.

10.3.3. **Update Fixed Asset Register.** The Owner will provide, at their expense, a detailed listing of fixed assets for each Facility that will be updated, current, and audited as of the end of the Owner's financial reporting year immediately preceding the Delivery Year. The fixed asset register will detail the following information for each Facility and will be reported in accordance with generally accepted accounting principles of the Government Accounting Standards Board, except in no case will the fixed assets be reported for the purposes of this Agreement using the so-called "Modified Approach" as described under GASB Rule No. 34: (i) Name and description of the asset, (ii) the original acquisition cost of the asset, (iii) the month and year the asset was acquired and physically placed into service, (iv) the estimated useful life of the asset as estimated for accounting purposes using straight line depreciation methods, and (v) the accumulated depreciation for the asset.

10.3.4. **Determine the Owners' Rates of Return.** The Owners' rates of return shall be determined each year based on the provisions of Paragraph 5.

10.3.5. **Determine the WISE Raw Water Rate**. The WISE Raw Water Rate shall be determined in accordance with Paragraph 7.

10.3.6. **Allocate the Costs of Service**. The cost-of-service Delivery Rate will be determined as follows:

10.3.6.1. Standard Method. The Delivery Rate will be determined by allocating the total costs of the Facilities to the Parties based on the water demands as described in Section 10.3.1; provided, however, that the following adjustment for water deliveries characterized as less-than-firm or interruptible under this Agreement shall be made: the total costs of the Facilities will be limited to the total costs of providing the average daily demand (ADD) and will exclude any costs associated with the capacity in the Facilities above and beyond that necessary to provide for the ADD (*i.e.*, Parties with interruptible deliveries will be allocated 0% of the "Share of Facility Capacity" as that term is used in the Rate Model Report).

10.3.6.2. Exceptions. Changes in delivery characteristics, addition of new Facilities, and the ownership structure of new and/or existing Facilities dictate a change in cost allocation methods. Aurora reserves the right to modify the cost allocation methods under such circumstances to reflect the actual delivery characteristics. No changes to the cost allocation methods shall be made without the consent of the Authority which consent shall not be unreasonably withheld, conditioned or delayed.

10.3.7. **Determine Rates.** The Delivery Rate will be specific for each Party based on each Party's particular usage of the Facilities. Rates may include a charge for volume of water delivered, charges for reservations of capacity, or any combination of these based on specific circumstances and characteristics of demand for each Party.

Table 1

Facility Name	Description
PWP – North Campus	Riverbank filtration wells, aquifer recharge and recovery system, and associated piping
PWP – Pumping Stations	Three pump stations along the pipeline from Brighton to the Binney Water Purification Facility (Binney)
PWP – Pipeline(s)	Pipeline from Brighton to Binney
PWP – Treatment (PWP Train)	Binney treatment process for water from Brighton
PWP – Treatment (Mountain Train)	Binney treatment process for water from Strontia Springs

** Infrastructure no longer used to provide WISE Water deliveries shall be deleted.

WISE Pricing Summary

Scenario Name:
5,000 Acre-Foot Commitment

Scenario Description:
A short-term scenario with South Metro receiving delivery of 5,000 acre feet per year. This scenario includes existing PWP facilities only - no expansions. The pricing in this scenario includes an assumed ratio of 2 to 1 of mountain to PWP supply.

Filename
WISE Pricing - 2013 Update.xlsm

Report Date: February 13, 2013

Test Year: **2013**

Total Deliveries:	MG	Acre-Feet
Denver Water	-	-
Aurora Water	7,191.8	22,071.0
SMWSA	1,629.3	5,000.0
Total	8,821.1	27,071.0

EXHIBIT 1

Total Costs by Facility

Operating & Maintenance Costs

Facility Name	Total	Denver Water	Aurora Water	SMWSA
PWP North Campus	$732,900	$0	$601,936	$130,964
PWP Pumping Stations	1,248,200	-	1,036,159	212,041
PWP Pipelines	200,000	-	194,048	5,952
PBWPF PWP Train Tmt.	4,249,000	-	3,580,227	668,773
PBWPF Mountain Train	2,736,400	-	2,345,794	390,606
RAW PWP Water - Denver Only	458,900	-	-	458,900
DW Mountain - Denver Only	917,800	-	-	917,800
AW PWP Raw - Aurora Only	4,461,800	-	4,002,899	458,901
AW Mountain- Aurora Only	9,069,100	-	8,151,286	917,814
Total	$24,074,100	$0	$19,912,350	$4,161,750
% of Total		0%	83%	17%

Capital Costs

Facility Name	Total	Denver Water	Aurora Water	SMWSA
PWP North Campus	$8,105,219	$0	$6,686,425	$1,418,794
PWP Pumping Stations	7,014,208	-	6,434,406	579,802
PWP Pipelines	11,142,875	-	10,811,285	331,590
PBWPF PWP Train Tmt.	16,818,359	-	15,346,357	1,472,002
PBWPF Mountain Train	11,105,612	-	10,104,155	1,001,457
RAW PWP Water - Denver Only	-	-	-	-
DW Mountain - Denver Only	-	-	-	-
AW PWP Raw - Aurora Only	-	-	-	-
AW Mountain- Aurora Only	-	-	-	-
Total	$54,186,273	$0	$49,382,628	$4,803,644
% of Total		0%	91%	9%

Total Costs

Facility Name	Total	Denver Water	Aurora Water	SMWSA
PWP North Campus	$8,838,119	$0	$7,288,361	$1,549,758
PWP Pumping Stations	8,262,408	-	7,470,565	791,843
PWP Pipelines	11,342,875	-	11,005,334	337,541
PBWPF PWP Train Tmt.	21,067,359	-	18,926,584	2,140,775
PBWPF Mountain Train	13,842,012	-	12,449,949	1,392,063
RAW PWP Water - Denver Only	458,900	-	-	458,900
DW Mountain - Denver Only	917,800	-	-	917,800
AW PWP Raw - Aurora Only	4,461,800	-	4,002,899	458,901
AW Mountain- Aurora Only	9,069,100	-	8,151,286	917,814
Total	$78,260,373	$0	$69,294,979	$8,965,394
% of Total		0%	89%	11%

Total Water Delivered from Project (MG)	8,821	-	7,192	1,629
Avg. Cost per Unit (MG)	$8,872	$0	$9,635	$5,503
Total Water Delivered from Project (Acre-Feet)	27,071	-	22,071	5,000
Avg. Cost per Acre-Foot	$2,891	$0	$3,140	$1,793

Avg. $ per Thousand Gallons	$0.00	$9.64	$5.50
Less Revenue Received from Others	$0.00	$1.06	$0.00
Less Costs Incurred Internally	$0.00	$9.64	$0.00
Net Avg. $ per Thousand Gallons Cost (Revenue)	**$0.00**	**($1.06)**	**$5.50**

Average Cost per Unit of Final Delivered Water

Operating & Maintenance Costs

Facility Name	Denver Water	Aurora Water	SMWSA
PWP North Campus	$0.00	$0.08	$0.08
PWP Pumping Stations	$0.00	$0.14	$0.13
PWP Pipelines	$0.00	$0.03	$0.00
PBWPF PWP Train Tmt.	$0.00	$0.50	$0.41
PBWPF Mountain Train	$0.00	$0.33	$0.24
RAW PWP Water - Denver Only	$0.00	$0.00	$0.28
DW Mountain - Denver Only	$0.00	$0.00	$0.56
AW PWP Raw - Aurora Only	$0.00	$0.56	$0.28
AW Mountain- Aurora Only	$0.00	$1.13	$0.56
Total	$0.00	$2.77	$2.55

Capital Costs

Facility Name	Denver Water	Aurora Water	SMWSA
PWP North Campus	$0.00	$0.93	$0.87
PWP Pumping Stations	$0.00	$0.89	$0.36
PWP Pipelines	$0.00	$1.50	$0.20
PBWPF PWP Train Tmt.	$0.00	$2.13	$0.90
PBWPF Mountain Train	$0.00	$1.40	$0.61
RAW PWP Water - Denver Only	$0.00	$0.00	$0.00
DW Mountain - Denver Only	$0.00	$0.00	$0.00
AW PWP Raw - Aurora Only	$0.00	$0.00	$0.00
AW Mountain- Aurora Only	$0.00	$0.00	$0.00
Total	$0.00	$6.87	$2.95

Total Costs

Facility Name	Denver Water	Aurora Water	SMWSA
PWP North Campus	$0.00	$1.01	$0.95
PWP Pumping Stations	$0.00	$1.04	$0.49
PWP Pipelines	$0.00	$1.53	$0.21
PBWPF PWP Train Tmt.	$0.00	$2.63	$1.31
PBWPF Mountain Train	$0.00	$1.73	$0.85
RAW PWP Water - Denver Only	$0.00	$0.00	$0.28
DW Mountain - Denver Only	$0.00	$0.00	$0.56
AW PWP Raw - Aurora Only	$0.00	$0.56	$0.28
AW Mountain- Aurora Only	$0.00	$1.13	$0.56
Total	$0.00	$9.64	$5.50

Total Water Delivered from Project (MG)	-	7,192	1,629
Avg. Cost per Unit (MG)	$0	$0	$0
Total Water Delivered from Project (Acre-Feet)	-	22,071	5,000
Avg. Cost per Acre-Foot	$0	$0	$0

Avg. $ per Thousand Gallons	$0.00	$9.64	$5.50
Less Revenue Received from Others	$0.00	$1.06	$0.00
Less Costs Incurred Internally	$0.00	$9.64	$0.00
Net Avg. $ per Thousand Gallons Cost (Revenue)	**$0.00**	**($1.06)**	**$5.50**

PWP North Campus

Maximum Capacity (MGD)	8.5
Average Day Usage (MGD)	8.0
% of Max Capacity Use	94%
Facility Cost NBV ($ million)	$118.91

The North Campus facility is the riverbed filtration and intake located adjacent to the South Platte River where reuse, or "Brighton", water is received. Riverbank filtrations well, aquifer recharge and recovery system, and associated piping.

Share of Facility Usage

Customer	Total Annual Usage (MG)	Avg. Day Usage (MGD)	% of Total Usage
Denver Water	-	-	0%
Aurora Water	2,368.6	6.5	81%
SMWSA	543.1	1.5	19%
Total Usage	2,911.7	8.0	100%

Share of Facility Capacity

Max Month (MGD)	Adj. for Interruptible (MGD)	Alloc. Of Unused Reserve (MGD)	Total Capacity Used (MGD)	% of Total
-	-	-	-	0%
6.5	-	2.0	8.5	100%
3.4	(3.4)	-	-	0%
9.9	(3.4)	2.0	8.5	100%

Facility Costs

Annual Costs	Allocated to Usage	Allocated to Capacity	Total
Fixed O&M Costs	$469,249	$30,751	$500,000
Capital Cost	7,606,724	498,495	8,105,219
Variable O&M	232,900	0	232,900
Total	$8,308,873	$529,247	$8,838,119
Units	2,911.7	8.5	
Cost per Unit	$2,854	$62,264	
	$1,859	$212,251	

Cost Allocations

	Denver Water	Aurora Water	SMWSA	Total
Usage Units	-	2,368.6	543.1	2,911.7
$/Unit	$2,854	$2,854	$2,854	$2,854
Subtotal	$0	$6,759,115	$1,549,758	$8,308,873
Capacity Units	-	8.5	-	8.5
$/Unit	$62,264	$62,264	$62,264	$62,264
Subtotal	$0	$529,247	$0	$529,247
Total Cost	**$0**	**$7,288,361**	**$1,549,758**	**$8,838,119**

PWP Pumping Stations

Maximum Capacity (MGD)	18.0
Average Day Usage (MGD)	8.0
% of Max Capacity Use	44%
Facility Cost NBV ($ million)	$85.57

The PWP pumping stations include three (3) stations located between the PWP North Campus and the PBWPF treatment plant. The stations pump water from the North Campus along a 32 mile pipeline.

Share of Facility Usage

Customer	Total Annual Usage (MG)	Avg. Day Usage (MGD)	% of Total Usage
Denver Water	-	-	0%
Aurora Water	2,368.6	6.5	81%
SMWSA	543.1	1.5	19%
Total Usage	2,911.7	8.0	100%

Share of Facility Capacity

Max Month (MGD)	Adj. for Interruptible (MGD)	Alloc. Of Unused Reserve (MGD)	Total Capacity Used (MGD)	% of Total
-	-	-	-	0%
6.5	-	11.5	18.0	100%
3.4	(3.4)	-	-	0%
9.9	(3.4)	11.5	18.0	100%

Facility Costs

Annual Costs	Allocated to Usage	Allocated to Capacity	Total
Fixed O&M Costs	$88,636	$111,364	$200,000
Capital Cost	3,108,551	3,905,657	7,014,208
Variable O&M	1,048,200	0	1,048,200
Total	$4,245,387	$4,017,021	$8,262,408
Units	2,911.7	18.0	
Cost per Unit	$1,458	$223,168	

Cost Allocations

	Denver Water	Aurora Water	SMWSA	Total
Usage Units	-	2,368.6	543.1	2,911.7
$/Unit	$1,458	$1,458	$1,458	$1,458
Subtotal	$0	$3,453,544	$791,843	$4,245,387
Capacity Units	-	18.0	-	18.0
$/Unit	$223,168	$223,168	$223,168	$223,168
Subtotal	$0	$4,017,021	$0	$4,017,021
Total Cost	**$0**	**$7,470,565**	**$791,843**	**$8,262,408**

PWP Pipelines

Maximum Capacity (MGD)	50.0
Average Day Usage (MGD)	8.0
% of Max Capacity Use	16%
Facility Cost NBV ($ million)	$156.82

The PWP Pipeline is a 32-mile line running from the North Campus to the PBWPF.

Share of Facility Usage

Customer	Total Annual Usage (MG)	Avg. Day Usage (MGD)	% of Total Usage
Denver Water	-	-	0%
Aurora Water	2,368.6	6.5	81%
SMWSA	543.1	1.5	19%
Total Usage	2,911.7	8.0	100%

Share of Facility Capacity

Max Month (MGD)	Adj. for Interruptible (MGD)	Alloc. Of Unused Reserve (MGD)	Total Capacity Used (MGD)	% of Total
-	-	-	-	0%
6.5	-	43.5	50.0	100%
3.4	(3.4)	-	-	0%
9.9	(3.4)	43.5	50.0	100%

Facility Costs

Annual Costs	Allocated to Usage	Allocated to Capacity	Total
Fixed O&M Costs	$31,909	$168,091	$200,000
Capital Cost	1,777,784	9,365,091	11,142,875
Variable O&M	0	0	0
Total	$1,809,693	$9,533,182	$11,342,875
Units	2,911.7	50.0	
Cost per Unit	$622	$190,664	

Cost Allocations

	Denver Water	Aurora Water	SMWSA	Total
Usage Units	-	2,368.6	543.1	2,911.7
$/Unit	$622	$622	$622	$622
Subtotal	$0	$1,472,152	$337,541	$1,809,693
Capacity Units	-	50.0	-	50.0
$/Unit	$190,664	$190,664	$190,664	$190,664
Subtotal	$0	$9,533,182	$0	$9,533,182
Total Cost	**$0**	**$11,005,334**	**$337,541**	**$11,342,875**

PBWPF PWP Train Tmt.

Maximum Capacity (MGD)	17.0
Average Day Usage (MGD)	8.0
% of Max Capacity Use	47%
Facility Cost ($ million)	$180.67

The PWP Treatment train is one of two at the PBWPF. The PWP train treats the water taken from the North Campus.

Share of Facility Usage

Customer	Total Annual Usage (MG)	Avg. Day Usage (MGD)	% of Total Usage
Denver Water	-	-	0%
Aurora Water	2,368.6	6.5	81%
SMWSA	543.1	1.5	19%
Total Usage	2,911.7	8.0	100%

Share of Facility Capacity

Max Month (MGD)	Adj. for Interruptible (MGD)	Alloc. Of Unused Reserve (MGD)	Total Capacity Used (MGD)	% of Total
-	-	-	-	0%
6.5	-	10.5	17.0	100%
3.4	(3.4)	-	-	0%
9.9	(3.4)	10.5	17.0	100%

Facility Costs

Annual Costs	Allocated to Usage	Allocated to Capacity	Total
Fixed O&M Costs	$586,561	$663,439	$1,250,000
Capital Cost	7,891,990	8,926,369	16,818,359
Variable O&M	2,999,000	0	2,999,000
Total	$11,477,550	$9,589,808	$21,067,359
Units	2,911.7	17.0	
Cost per Unit	$3,942	$564,106	

Cost Allocations

	Denver Water	Aurora Water	SMWSA	Total
Usage Units	-	2,368.6	543.1	2,911.7
$/Unit	$3,942	$3,942	$3,942	$3,942
Subtotal	$0	$9,336,775	$2,140,775	$11,477,550
Capacity Units	-	17.0	-	17.0
$/Unit	$564,106	$564,106	$564,106	$564,106
Subtotal	$0	$9,589,808	$0	$9,589,808
Total Cost	**$0**	**$18,926,584**	**$2,140,775**	**$21,067,359**

PBWPF Mountain Train

Maximum Capacity (MGD)	33.0
Average Day Usage (MGD)	16.2
% of Max Capacity Use	49%
Facility Cost ($ million)	$124.30

The Mountain train is the second of two at the PBWPF. The Mountain train treats the water taken from the Aurora Water mountain water supply pipeline (Rampart) before blending the water with the PWP supply.

Share of Facility Usage

Customer	Total Annual Usage (MG)	Avg. Day Usage (MGD)	% of Total Usage
Denver Water	-	-	0%
Aurora Water	4,823.2	13.2	82%
SMWSA	1,086.2	3.0	18%
Total Usage	5,909.4	16.2	100%

Share of Facility Capacity

Max Month (MGD)	Adj. for Interruptible (MGD)	Alloc. Of Unused Reserve (MGD)	Total Capacity Used (MGD)	% of Total
-	-	-	-	0%
18.5	-	14.5	33.0	100%
1.7	(1.7)	-	-	0%
20.2	(1.7)	14.5	33.0	100%

Facility Costs

Annual Costs	Allocated to Usage	Allocated to Capacity	Total
Fixed O&M Costs	$588,732	$611,268	$1,200,000
Capital Cost	5,448,525	5,657,087	11,105,612
Variable O&M	1,536,400	0	1,536,400
Total	$7,573,657	$6,268,355	$13,842,012
Units	5,909.4	33.0	
Cost per Unit	$1,282	$189,950	

Cost Allocations

	Denver Water	Aurora Water	SMWSA	Total
Usage Units	-	4,823.2	1,086.2	5,909.4
$/Unit	$1,282	$1,282	$1,282	$1,282
Subtotal	$0	$6,181,594	$1,392,063	$7,573,657
Capacity Units	-	33.0	-	33.0
$/Unit	$189,950	$189,950	$189,950	$189,950
Subtotal	$0	$6,268,355	$0	$6,268,355
Total Cost	**$0**	**$12,449,949**	**$1,392,063**	**$13,842,012**

ATTACHMENT D

WEST SLOPE CHARGE AGREEMENT
[WISE agreement with Authority]

Agreement between Authority, River District and Denver Water.

1. Authority agrees to pay into the West Slope Fund the West Slope Charge for each acre-foot of water provided by Denver Water, as provided in Authority's water supply contract with Denver Water.

- The West Slope Charge will be 12.5% of the standard nonpotable or potable water rate, as applicable, charged by Denver Water to customers outside its Service Area.
- Authority agrees that payment of the West Slope Charge is a contractual obligation to the River District, established at the defined percentage. Parties agree that the West Slope Charge is not a cost-based rate, but a contractual obligation, and is not governed by rate provisions in Denver Water's water supply contracts and leases.
- Authority agrees that nonpayment of the West Slope Charge may constitute breach of this contract and may result in suspension of water deliveries.

2. Billing and payment

- Denver Water agrees to be responsible for collection of the West Slope Charge on behalf of the River District.
- Whenever Denver Water adjusts the rates charged to Authority [usually annually], it will notify the River District in the same manner as it notifies its customers. The River District will respond in writing, requesting that Denver Water be responsible for billing and collection of the specified revised West Slope Charge based on the adjusted rate.
- Authority will pay the West Slope Charge as part of its payment for water provided.
- Denver Water will follow its normal procedures for providing notice of nonpayment.
- Denver Water will transmit the collected West Slope Charge payments to the River District on a regular schedule determined by the payment schedule.

3. Default for nonpayment

- If Authority fails to pay the West Slope Charge within the period allowed by Denver Water's normal collection procedures, Denver Water will send a written notice to the River District.
- The River District will send written notice to Authority, with a copy to Denver Water, of breach of contract for failure to pay the West Slope Charge. The notice of breach shall include a reasonable period during which the Authority may cure the breach.
- The River District will undertake such measures as it deems necessary to collect the unpaid West Slope Charge.

- If other efforts fail and the River District deems it necessary, the River District will send a notice of proposed suspension of water delivery to the Authority and a notice of default to Denver Water requesting that Denver Water suspend delivery of water on a proposed date of suspension, which shall be no less than ten (10) days following the date of the notice.
- If payment is not received prior to the end of the noticed period, Denver Water agrees to suspend deliveries of water as requested by the River District, until such time as the West Slope Charge is paid and the River District requests Denver Water to resume deliveries.
- Denver Water will not suspend deliveries of water to the Authority unless the written notice of default includes a certification from the River District that it will take full responsibility for any damages to the Authority resulting from suspension of service requested by River District that is later determined to be unlawful or to be invalid by reason of an error committed by the River District, and to hold Denver Water harmless for any such damages and costs incurred by Denver Water, if any, in defending itself. The River District will assume no responsibility for an error committed by Denver Water.

4. Agree to Abstention Provisions and agree to enforce Abstention Provisions against WISE Members, as required in the SM WISE IGA between the Authority and the Members, relevant portions of which are attached.

APPROVED: 11-0 **RECONSIDERATION DATE: 02-25-2008**

e. Consideration to APPROVE THE PURCHASE of 5 Shares of the New Brantner Extension Ditch Company Stock, by the City of Aurora acting by and through its Utility Enterprise.

APPROVED: 11-0 **RECONSIDERATION DATE: 02-25-2008**

Final Ordinances

♦ f. Consideration of an ORDINANCE FOR FINAL of the City of Aurora, Colorado, acting by and through its Golf Enterprise, authorizing the execution and delivery of a Lease-Purchase Agreement with Yamaha Motor Corporation, U.S.A., for the purpose of acquiring golf cars for the City's several golf courses.

APPROVED: 10-0 **ORDINANCE NO.: 2008-06**
RECONSIDERATION DATE: 02-25-2008 **EFFECTIVE DATE: 03-15-2008**

10. **RESOLUTIONS**

♦ a. Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, appointing a member of the Board of Directors of the Havana Business Improvement District.

APPROVED: 10-0 **RESOLUTION NO.: R2008-05**
RECONSIDERATION DATE: 02-25-2008 **EFFECTIVE DATE: 02-11-2008**

♦ b. Consideration to APPROVE A RESOLUTION approving a contract between the City of Aurora, Colorado, and the Colorado Department of Transportation for Intelligent Transportation Systems.

APPROVED: 9-1, Markert voting no **RESOLUTION NO.: R2008-06**
RECONSIDERATION DATE: 02-25-2008 **EFFECTIVE DATE: 02-11-2008**

♦ c. Consideration to APPROVE A RESOLUTION approving an Intergovernmental Agreement between the City of Aurora, Colorado, acting by and through its Utility Enterprise, and the City and County of Denver, acting by and through its Board of Water Commissioners, (The Board), regarding a study of potential joint operating concepts and other means to increase water system efficiency.

APPROVED: 10-0 **RESOLUTION NO.: R2008-07**
RECONSIDERATION DATE: 02-25-2008 **EFFECTIVE DATE: 02-11-2008**

11. **ORDINANCES FOR INTRODUCTION**

♦ a. Consideration of an ORDINANCE FOR INTRODUCTION amending Chapter 130 of the City Code of the City of Aurora, Colorado, regarding the use of a Certified Statewide Electronic Database to determine liability for local sales and use taxes.

INTRODUCED: 9-1, Beer voting no **ORDINANCE NO.: 2008-12**
PUBLICATION DATE: 02-21-2008 **2ND READING: 03-03-2008**

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

Council Member Hunter Holen asked if the City would go from Stage I to Stage II without notice. Mr. Brown answered no, noting that would not happen without the item coming back to City Council for reconsideration. He clarified he did not anticipate the need to come back with further restrictions for 2013.

David LaFrance, Executive Director, American Water Works Association (AWWA), spoke in support of the Stage I drought designation.

Council Member Markert stated she would not support the item because the document defined "normal" as post 2002 and negated the previous 106 years of Aurora's history and doing so devalued property in Aurora. She suggested Aurora should not do this simply because Denver has.

Council Member Broom stated his support of the item, noting no one knew the future weather-wise and without restrictions this year, there was no way to go back in the event of a future drought.

Voting Aye: Berzins, Broom, Cleland, Hunter Holen, LeGare, Mounier, Pierce

Voting Nay: Markert, Peterson

♦ c. **R 2013-16**
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the Intergovernmental Agreement between the City of Aurora, Acting by and through its Utility Enterprise, the City and County of Denver, acting by and through its Board of Water Commissioners, and the South Metro WISE Authority for water deliveries.

Motion by LeGare, second by Pierce, to approve item 10c.

Marshall Brown, Director, Aurora Water, provided a brief summary of the item.

Council Member LeGare asked Mr. Brown to clarify the term "*reusable effluent*." Mr. Brown did so, noting it provided Aurora with the ability to reuse the water to extinction.

Council Member Cleland asked Mr. Brown to speak to providing water during higher and lower water level months. Mr. Brown did so, noting this agreement allowed the City flexibility to determine which months to supply the water.

Mayor Hogan asked how long this intergovernmental agreement has been in negotiations. Mr. Brown stated approximately seven years. Mayor Hogan asked how many other jurisdictions would also need to approve this agreement. Mr. Brown stated eleven in total.

David LaFrance, Executive Director, American Water Works Association, spoke in support of the item because it provided a model of good government.

Duane Senn, Aurora, Colorado, spoke in opposition to the item because of the conflict between selling Aurora water at the same time a Stage I drought designation was set.

Council Member Peterson agreed there were many things to support in this agreement but stated she would not support it because of her concerns related to a possible ten-year drought.

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

Council Member Broom stated his support of the agreement, noting the importance of capturing water and supplying it to Aurora's neighbors to the south.

Mayor Pro Tem Berzins asked Mr. Brown to speak to purchasing water when the price was right. Mr. Brown did so, noting the Prairie Waters Project's supplement of Aurora water. Mayor Pro Tem Berzins noted the importance of using the water to blend.

Mr. Brown concurred.

Council Member Pierce stated his support of the item, emphasizing that water was only leased to Douglas County in the wet years and that Aurora citizens were always the priority in terms of water supply. He noted water rates have not been raised since 2010 and this agreement would allow the City to maintain low water rates.

Council Member LeGare stated his support of the item, noting this was a good long-term agreement for Aurora ratepayers.

Council Member Cleland concurred with Council Member LeGare's comments. She clarified this related to leasing rather than selling water.

Voting Aye: Berzins, Broom, Cleland, Hunter Holen, LeGare, Markert, Mounier, Pierce

Voting Nay: Peterson

♦ d. **R 2013-17**
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, authorizing the execution of the Economic Development Incentive Agreement between the City and Evergreen - Arapahoe & Smoky Hill, LLC.

Motion by LeGare, second by Pierce, to approve item 10d.

Tim Gonerka, Retail Specialist, Planning & Development Specialist, provided a presentation of the item.

Voting Aye: Berzins, Broom, Cleland, Hunter Holen, LeGare, Markert, Mounier, Peterson, Pierce

♦ e. **R 2013-18**
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, ordering that a public hearing be conducted on whether the property comprising the Fitzsimons boundary area II is a blighted area and thus appropriate for an urban renewal project.

Motion by Cleland, second by Mounier, to approve item 10e.

Melissa Rogers, Sr. Development Project Manager, Planning & Development Services, provided a brief summary of the item.

Voting Aye: Berzins, Broom, Cleland, Hunter Holen, LeGare, Markert, Mounier, Peterson, Pierce

♦ ***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.***

Motion by Berzins, second by Roth, to approve items 15c – 15f.

Voting Aye: Mayor Hogan, Berzins, Broom, Cleland, Hunter Holen, LeGare, Markert, Mounier, Peterson, Pierce, Roth

Final Ordinances

♦ g. **2013-47**
Consideration for ADOPTION OF AN ORDINANCE of the City Council of the City of Aurora, Colorado, amending Chapters 22 and 66 of the City Code related to imposing and collecting re-inspection fees for fire code violations and requiring notification by certified mail for all re-inspection fees.

♦ h. **2013-50**
Consideration for ADOPTION OF AN ORDINANCE of the City Council of the City of Aurora, Colorado, amending Sections 146-903, 146-923, 146-1002, and 146-1024 of the City Code of the City of Aurora, Colorado, relating to recreational facilities in the E-470 and the Northeast Plains residential subareas.

♦ i. **2013-51**
Consideration for ADOPTION OF AN ORDINANCE of the City Council of the City of Aurora, Colorado, authorizing the use of lease-purchase financing to acquire certain equipment during the 2014 fiscal year pursuant to the terms of an equipment lease-purchase agreement by and between the Aurora Capital Leasing Corporation, as lessor, and the City of Aurora, Colorado, as lessee; authorizing officials of the City to take all action necessary to carry out the transactions contemplated hereby; and related matters.

♦ j. **2013-52**
Consideration for ADOPTION OF AN ORDINANCE of the City Council of the City of Aurora, Colorado, repealing and reenacting Chapter 70 of the City Code of the City of Aurora, Colorado, regarding Floodplain Damage Prevention.

♦ k. **2013-53**
Consideration for ADOPTION OF AN ORDINANCE of the City Council of the City of Aurora, Colorado, appropriating sums of money in addition to those appropriated in Ordinance Nos. 2012-44, and 2013-13 for the 2013 fiscal year.

♦ l. **2013-54**
Consideration for ADOPTION OF AN ORDINANCE of the City Council of the City of Aurora, Colorado, amending Sections 114-26, 114-35 (a) and (b), and 142-73 of the City Code of the City of Aurora, Colorado, regarding the property owner's responsibility to keep adjacent sidewalks free of hazards to pedestrians.

Motion by Broom, second by Hunter Holen, to approve items 15g – 15l.

Voting Aye: Berzins, Broom, Cleland, Hunter Holen, LeGare, Markert, Mounier, Peterson, Pierce, Roth

16. **RESOLUTIONS**

♦ a. **R2013-81**
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving an Amendment to the WISE Partnership - Water Delivery Agreement between Denver Water, the City of Aurora, acting by and through its Utility Enterprise, and the South Metro WISE Authority.

♦ ***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.***

Motion by LeGare, second by Roth, to approve item 16a.

Voting Aye: Berzins, Broom, Cleland, Hunter Holen, LeGare, Markert, Mounier, Pierce, Roth

Voting Nay: Peterson

17. **ORDINANCES FOR INTRODUCTION**

♦ a. **2013-55**
Consideration of an ORDINANCE FOR INTRODUCTION of the City Council of the City of Aurora, Colorado, amending Section 54-4(b) of the City Code of the City of Aurora, Colorado, regarding the time period to fill council vacancies.

Motion by LeGare, second by Roth, to introduce item 17a.

Voting Aye: Berzins, Broom, Cleland, Hunter Holen, LeGare, Markert, Mounier, Peterson, Pierce, Roth

18. **ORDINANCES FOR FINAL**

♦ a. **2013-48**
Consideration for ADOPTION OF AN ORDINANCE of the City Council of the City of Aurora, Colorado, amending Chapter 138 of the City Code of the City of Aurora, Colorado, by the addition of a new Section 138-228 establishing an incentive program within the water fund for development in designated urban centers and transit station areas.

Motion by Cleland, second by Berzins, to approve item 18a.

Voting Aye: Berzins, Broom, Cleland, Hunter Holen, LeGare, Mounier, Pierce, Roth

Voting Nay: Markert, Peterson

♦ b. **2013-49**
Consideration for ADOPTION OF AN ORDINANCE of the City Council of the City of Aurora, Colorado, amending Sections 146-306 and 147-48 of the City Code of the City of Aurora, Colorado, regarding park development fees and park and open space land dedication requirements.

Motion by Roth, second by Hunter Holen, to approve item 18b.

Voting Aye: Berzins, Broom, Cleland, Hunter Holen, LeGare, Mounier, Pierce, Roth

Voting Nay: Markert, Peterson

19. **RECONSIDERATIONS AND CALL-UPS**

None

20. **GENERAL BUSINESS**

None

21. **REPORTS**

♦ ***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: FY24 Justice Assistance Grant (JAG) Intergovernmental Agreement (IGA) (Resolution)
Item Initiator: Timothy Sherbondy, Grant Analyst II, Police Department
Staff Source/Legal Source: Timothy Sherbondy, Grant Analyst II / Megan Platt, Deputy 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: 3/24/2025

Regular Meeting: 4/7/2025

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)

Timothy Sherbondy, Grant Analyst II, Police / Megan Platt, Deputy City Attorney

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Public Safety, Courts & Civil Service

Policy Committee Date: 3/13/2025

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.)*

N/A

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEEMENT BETWEEN THE CITY OF AURORA AND ARAPAHOE COUNTY, STATE OF COLORADO REGARDING THE 2024 EDWARD BYRNE JUSTICE ASSISTANCE GRANT

This is the annual Justice Assistance Grant that the Police Department receives. Per the grant guidelines, Arapahoe County Sheriffs Office is a disparate agency and therefore a subrecipient and The City of Aurora is the primary grantee.

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 approve the IGA between the City of Aurora and the Arapahoe County Sherrifs Office?

LEGAL COMMENTS

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 §10-12). (Platt)

RESOLUTION NO. R 2025 – ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEEMENT BETWEEN THE CITY OF AURORA AND ARAPAHOE COUNTY, STATE OF COLORADO REGARDING THE 2024 EDWARD BYRNE JUSTICE ASSISTANCE GRANT

WHEREAS, the City and Arapahoe County, 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, Section 10-12 of the City Charter authorizes the 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; and

WHEREAS, the Edward Byrne Memorial Justice Assistance Grant (JAG PROGRAM) through the United States Department of Justice provides grant funding to states, tribes, and local governments to support a broad range of activities to prevent and control crime based on their own local needs and conditions; and

WHEREAS, the intent of this Agreement is to have the City of Aurora apply for JAG PROGRAM funds from the United States Department of Justice and to divide such grant funds between the Arapahoe County and the City of Aurora as set forth in the Agreement; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement.

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

Section 1. The Intergovernmental Agreement between Arapahoe County, State of Colorado and the City of Aurora, Colorado regarding the use of grant funds is hereby approved.

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

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

RESOLVED AND PASSED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Megan Platt JPB
_____
MEGAN PLATT, Assistant City Attorney

Grant Opportunity ID: O-BJA-2024-172239

AGREEMENT BETWEEN ARAPAHOE COUNTY AND THE CITY OF AURORA, REGARDING THE 2024 EDWARD BYRNE JUSTICE ASSISTANCE GRANT (JAG PROGRAM) AWARD

This Agreement is made and entered into this 18th day of September, 2024, by and between ARAPAHOE COUNTY, (hereinafter referred to as "the County") and the CITY OF AURORA (hereinafter referred to as "the City") both of Arapahoe County, State of Colorado, witnesseth:

WHEREAS, the Edward Byrne Memorial Justice Assistance Grant (JAG PROGRAM) through the United States Department of Justice provides grant funding to states, tribes, and local governments to support a broad range of activities to prevent and control crime based on their own local needs and conditions; and

WHEREAS, the CITY and the COUNTY wish to obtain funding from the JAG Program through the FY 2024 LOCAL SOLICITATION (hereinafter referred to as "the Grant") in order to fund various improvements and updates as described in this Agreement below; and

WHEREAS, the intent of this Agreement is to have the CITY OF AURORA apply for JAG Program funds from the United States Department of Justice and to divide such grant funds between the COUNTY and CITY as set forth herein; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement.

NOW, THEREFORE, the COUNTY and CITY agree as follows:

Section 1

The City will be responsible for submitting the Grant application to the Department of Justice. If the application is approved, the City anticipates that it will receive from the United States Department of Justice the total amount of grant funding in the amount of $291,549
The City will allocate $16,892 of the Grant funds to the County. The County will request reimbursement for the funds used on a quarterly basis.

Section 2

The County and the City agree to allocate the total amount of JAG Program funds of $291,549 as follows:

Grant Opportunity ID: O-BJA-2024-172239

ARAPAHOE COUNTY

1. $16,892 to offer overtime for deputies to work special events.

CITY OF AURORA

The City will allocate a total of $274,657 for public safety and crime control programs as submitted and approved by the United States Department of Justice during the grant application process.

Section 3

The County agrees to use $16,892 of the Grant funds between the dates in which the funds are received through September 30, 2027, the period covering the Grant.

The City agrees to use $274,657 of the Grant funds between the dates in which the funds are received through September 30, 2027, the period covering the Grant.

Section 4

The County agrees to submit to the City all financial reports, performance reports, and any other reports or documentation required by the Grant on or before the last day of each calendar quarter so that the City may complete and submit the mandatory quarterly report to the federal government.

Section 5

The City and the County will be responsible for complying with the terms and conditions of the Grant and for their own respective actions in providing services under this Agreement. This Agreement shall not be construed to create a duty as a matter of law or contract for the provision of any service or assistance, the parties recognizing an intention to exercise rights for mutual convenience which they may exercise independently, nor shall this Agreement be construed as creating a benefit or enforceable right for any person, third party or any entity other than the City or the County. Except as otherwise specifically provided in this Agreement, this Agreement shall not be construed to create a duty as a matter of law or contract for any of the parties to assume any liability for injury, property damage, or any other damage that may occur by any action or inaction, or service provided to the public or any person.

Each party understands and agrees that, for purposes of the Grant, the City shall not be considered a "pass-through entity" within the meaning of OMB Circular A-133. The City's status shall be that of a fiscal agent and, as such, the City shall bear no responsibility for monitoring the use of the Grant funds by any of the other parties to this Agreement. Accordingly, each party to this Agreement shall be considered a co-recipient of the Grant and, in that capacity, shall be directly accountable to the United States Department of Justice for all matters concerning grant compliance.

Section 6

Any and all amendments or changes to this Agreement must be mutually agreed upon by both parties in writing, and upon execution, shall become part of this Agreement. To be effective, all changes must be signed by the parties.

Section 7

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein. This Agreement constitutes the entire Agreement between the parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein. If any portion of this Agreement is found by a court of competent jurisdiction to be void and/or unenforceable, it is the intent of the parties that the remaining portions of this Agreement shall be of full force and effect.

Section 8

No party shall assign or otherwise transfer this Agreement or any right or obligation hereunder without the prior written consent of the other party.

Section 9

Any notices required or provided under this Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the following addresses:

For the County:

Christopher Gulli, Bureau Chief
Arapahoe County Sheriff's Office
13101 Broncos Parkway
Centennial, CO 80112

For the City:

Timothy Sherbondy, Grant Analyst
City of Aurora
15151 East Alameda Parkway
Aurora, CO 80012-1555

Aurora City Attorney's Office
15151 East Alameda Parkway, Suite 5300
Aurora, CO 80012-1555

Section 10

The parties shall comply with all applicable federal, state and local laws, ordinances, regulations and resolution. This Agreement shall be governed by the laws of the State of Colorado. Venue for any civil action relating to this Agreement shall be in Arapahoe County. To reduce the cost of and to expedite the resolution of disputes under this Agreement, the parties hereby waive any and all right either may have to request a jury trial in any civil action relating primarily to the enforcement of this Agreement. Both parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement.

ARAPAHOE COUNTY

By: Carrie Warren-Gully
Carrie Warren-Gully, Chair of the Board of County Commissioners

Pursuant to the Signature Authority Resolution #24284

ATTEST:

Kadee Rodriguez
City Clerk

CITY OF AURORA

By:
Jason Batchelor
City Manager

APPROVED AS TO FORM:

Megan Platt
Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Unified Development Ordinance (UDO) Text Amendment – Process Improvements (Ordinance)
Item Initiator: Aja Tibbs, Planning Supervisor, Planning and Business Development
Staff Source/Legal Source: Jeannine Rustad, Director, Planning and Business Development Services / Lena McClelland, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 5.0--Be a great place to locate, expand and operate a business and provide for well-planned growth and development

COUNCIL MEETING DATES:

Study Session: 3/10/2025

Regular Meeting: 3/24/2025

2nd Regular Meeting (if applicable): 4/7/2025

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)

Jeannine Rustad, Director, Planning and Business Development Services / 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: 2/26/2025

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.)*

In 2023, the City hired consultant services from MIG to evaluate the current Unified Development Ordinance (UDO) with other municipalities' development review process requirements and the requests of Aurora's development partners. After roundtable discussions, study of peer cities, and discussions with staff, the study found that there had become a desire to improve efficiency of city development review processes. When collating the results of the study, there were two most common requests or key issues that needed to be addressed; 1) to revise the master plan process and 2) to equalize the review processes for all subareas within the city.

Beginning in early 2024, planning staff met biweekly with Development Services, Parks and Opens Space, and Aurora Water through the formation of the Development Review Process Strategy Team. In collaboration with development partners, the team developed and initiated a pilot program to test a new neighborhood plan process to address the issues existing with the master plan application process. Based on the feeback received from partners, staff proposes a UDO text amendment to formalize the use of this process, and address the requested changes to remove subarea variations from decision making processes.

This proposal has been discussed and presented with the Development Review Advisory Board (DRAB), Development/COA Joint Task Force (JTF) and Planning and Economic Development Committee (PED) on multiple occasions and has been recommended to advance (minutes for the most recent presentation are attached). Early concepts were also introduced for feedback at the Planning Commission Study Session held in March of 2024, and the draft ordinance and code amendments were presented and reviewed at a public hearing held on February 26, 2025. The Planning Commission has made a recommendation of approval. The planning commission report and meeting summary have been attached for reference.

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

The Planning and Business Development Department recommends amending the zoning code within the Unified Development Ordinance (UDO) to allow for process improvement changes to development application procedures. Text changes are proposed to Sections 146-5.2, 146-5.3, and 146-5.4 to remove the preliminary plat procedures, insert a new neighborhood plan procedure, and to remove all subarea variations from the master plan and site plan approval processes.

The proposed process modifications are targeted to address the following key issues:

Master Plan Issues:
Staff proposes the renaming of the preliminary plat process to the neighborhood plan process. This application has been modified to be an optional process to help connect the link between a master planned neighborhood area and the civil plan process for neighborhood infrastructure improvements. It does not replace a traditional site plan required for vertical development of commercial, industrial and multifamily developments, but does exempt single family, two family, and townhome product from a site plan requirement for neighborhood infrastructure.

The adoption of the neighborhood plan process changes would address the following existing issues:
- removes unnecessary details out of the master plan process which will help reduce the need to frequently amend the master plans for site layout changes;
- provides earlier feedback on neighborhood lot layout and conceptual use of space for infrastructure needs;
- streamlines the process by allowing neighborhood infrastructure to bypass a site plan requirement and head straight into a civil plan process;
- removes the site plan process for projects with approved neighborhood plans to allow civil plans to fully detail the design of infrastructure without triggering site plan requirements; and
- aligns the plat process with civil plans rather than an earlier site plan process (long before lots are contracted for sale).

Subarea Variations:

Currently, application review processes vary depending upon the location of the proposal within three different subareas of the city. The subarea mapping and development standards are in important component to establishing context specific design requirements for the city. However, staff and the development community does not feel it is necessary to vary the process requirements by location, and propose to remove all subarea variations from the process requirements.

The adoption of the draft code would address the following existing issues:
• establishes consistent decision-making authority over the same application types;
• places applications that are largely regulated by code and use-specific standards to be decided upon by the Director (administrative);
• places applications that are more conceptual or asking for special approvals before the Planning Commission (discretionary);
• reduces the number of applications types by removing convoluted requirements based on application locations;
• retains the current, 10-day, public notice and public comment period for all development applications (regardless of Planning Commission or Director decision; and
• provides more opportunity for training and familiarity to decision-makers by focusing on the same application types.

The draft UDO text amendment is supported by several policies and goals of the Aurora Places Comprehensive Plan and meets the approval criteria for UDO text amendments in Section 146-5.4.1.C.3. Refer to the attached Planning Commission Report in Exhibit D for further staff analysis.

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

Approval of an Ordinance for a UDO text amendment for the process improvements.

LEGAL COMMENTS

The City Council is the governing body of the City and has the authority to approve amendments to the text of the UDO. (UDO §146-5.1.1.A)
The City Council shall conduct a public hearing on the application. (UDO §146-5.4.1.C.2.c)
Amendments to the text of the UDO shall only be approved if City Council finds that the proposed amendment is consistent with the spirit and intent of the Comprehensive Plan and with other policies and plans adopted by the City Council; and (a) the text amendment is required because of changed conditions or circumstances in all or a portion of the City; or (b) the text amendment is required to address a new or unforeseen threat to the public health, safety, and welfare; or (c) the text amendment is required to promote economic growth and investment that will not create material risks to the public health, safety, and welfare. (UDO §146-5.4.1.C.3.b.i) (McClelland)

ORDINANCE NO. 2025- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS 146-5.2, 146-5.3, 146-5.4.1, 146-5.4.2, and 146-5.4.3 OF THE UNIFIED DEVELOPMENT ORDINANCE PERTAINING TO DEVELOPMENT APPLICATION PROCEDURES FOR MASTER PLANS, SITE PLANS, AND SUBDIVISIONS OF LAND

WHEREAS, Section 146-5.4.1.C.3 of the Uniform Development Ordinance provides that all applications for ordinance text amendments shall be presented for a public hearing, both to the Planning and Zoning Commission, who shall render a recommendation to City Council, and to the City Council for final decision; and

WHEREAS, on February 26, 2025, following a public hearing, the Planning and Zoning Commission voted to recommend the ordinance text amendment to City Council.

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

Section 1. All references to Major or Minor Site Plans in the Unified Development Ordinance shall be removed and replaced with Site Plan(s), with all numbering corrected as needed. All references to Preliminary Plat shall be removed and replaced with Neighborhood Plan, unless otherwise indicated in this Ordinance.

Section 2. Section 146-5.2 Table 5.2-1 of the Unified Development Ordinance of the City of Aurora, Colorado, is hereby amended as follows:

Table 5.2-1
Summary Table of Procedures
=Notice Required R=Review D= Decision A=Appeal C=Call-up < > = Public Hearing Required

	Sec 146-	Notice Required				Meeting Required	Review, Decision, and Appeal Authority				
		Published	Mailed	Posted	City Website	First Review Neighborhood	Director	Adjustment and Appeals	Historic Preservation	Planning and Zoning Commission	City Council
Plan, Ordinance, and Map Changes											

Comprehensive Plan Adoption or Amendment	5.4.1.A						R			<R>	<D>
Annexation and Disconnection	5.4.1.B						R				<D>
Ordinance Text Amendment	5.4.1.C						R			<R>	<D>
Zoning Map Amendment	5.4.1.C						R			<R>	<D>
Historic Landmark/District Designations or Loss of Designation	5.4.1.D						R		<R>		<D>
Master Plan~~, Subareas A and B~~	5.4.1.E						R			<D>	<A> <C>
~~Master Plan, Subarea C~~	~~5.4.1.E~~						~~D~~				~~<A> <C>~~
Subdivision of Land											
~~Major Subdivision~~	~~5.4.2.A.2.b~~										
~~Final Plat~~	~~5.4.2.A.2.b~~						~~D~~				~~<A> <C>~~
~~Preliminary Plat, Subareas A and B~~	~~5.4.2.A.2.b~~						~~R~~			~~<D>~~	~~<A> <C>~~
Neighborhood Plan ~~Preliminary Plat, Subarea C~~	5.4.2.A.2.**a** ~~b~~						D				<A> <C>
~~Minor Subdivision -- All Plats~~ **Final Plat**	5.4.2.A.2.**b** ~~a~~						D				<A> <C>
Vacation of Plat without Established Streets	5.4.2.B.2						D				<A> <C>
Vacation of Established Street	5.4.2.B.3						R				D
Development Applications											
Conditional Use	5.4.3.A						R			<D>	<A> <C>
~~Major Site Plan, Subareas A and B~~	~~5.4.3.B.2~~						~~R~~			~~<D>~~	~~<A> <C>~~
~~Major~~ Site Plan~~, Subarea C~~	5.4.3.B.2						D				<A> <C>
~~Minor Site Plan or~~ Redevelopment Plan	5.4.3.B.3		[1]				D			<A>	<A> <C>
Floodplain Development Permit	5.4.3.C	See Article 70, Aurora City Code									
Historic Landmark/District Development Application	5.4.3.D						D		R		<A> <C>
Temporary Use Permit	5.4.3.E						[2]				<A> <C>
Creative Sign Program	5.4.3.F						D				<A> <C>
Sign Permit	5.4.3.G						D				<A> <C>

Fence Permit	5.4.3.H						[3]				<A> <C>
Administrative Activity Center Designation	5.4.3.I						D				<A><C>
Commercial Mineral Designation	5.4.3.J						D				<A><C>
Flexibility and Relief											
Hardship Variance	5.4.4.A						R	<D>			
Single-Family Dwelling Variance	5.4.4.B						R	<D>			
Historic Landmark/District Adjustments	5.4.4.C						R		<R>		D
Major Adjustments	5.4.4.D						R			<D>	<A> <C>
Federal Fair Housing Adjustment	5.4.4.E						D				<A> <C>
Administrative Adjustment	5.4.4.F						D	<A>[4]		<A>[4]	<A> <C>
Notes:											
[1] Mailed notice pursuant to Section 146-5.3.7.A is required for Redevelopment Plans, but not for other Minor Site Plans. [2] Decision is made by City Manager's Office and City Clerk. [3] Decision is made by Chief Building Official. [4] An appeal of an Administrative Adjustment related to matter an existing single-family dwelling shall be heard by the Board of Adjustment and Appeals, and thereafter may only be appealed to the courts. An appeal from other types of Administrative Adjustment shall be heard by the Planning and Zoning Commission and may thereafter be heard by City Council.											

Section 3. Section 146-5.3 Table 5.3-1 of the Unified Development Ordinance of the City of Aurora, Colorado, is hereby amended as follows:

Table 5.3-1 Permit and Approval Lapsing Table	
Type of Approval	**Period of Validity**
Plan, Ordinance, and Map Changes	
Comprehensive Plan Adoption or Amendments	Do not lapse
Annexation and Disconnection	
Ordinance Text Amendments	
Zoning Map Amendments	
Historic Landmark/District Designations or Loss of Designation	
Master Plan	
Subdivision of Land	
~~Subdivision Preliminary Plat with outstanding conditions~~	~~1 year~~
~~Subdivision Preliminary Plat with no outstanding conditions~~	~~3 years, unless final plat for part of the preliminary plat area is filed within that time~~
Neighborhood Plan	**Does not lapse, unless inactive for a period of more than 3 years**

Subdivision Final Plat (unrecorded)	1 year
Subdivision Final Plat (recorded)	Does not lapse
Vacation of Plat without Established Streets	Does not lapse
Vacation of Established Street	Does not lapse
Development Applications	
Conditional Use	Conditional use in existing structure: 1 year from date of approval, unless of certificate of occupancy is issued within that time Conditional use in new building: 3 years from date of approval, unless a certificate of occupancy is issued within that time
~~Major~~ Site Plan	5 years, unless a building permit for the primary building is issued within that time
~~Minor Site Plan~~	
Floodplain Development Permit	
Historic Landmark/District Development Application	1 year, unless development consistent with the approval is begun within that time
Temporary Use Permit	As stated in approved permit
Creative Sign Program	1 year, unless development consistent with the approval is begun within that time
Sign Permit or Fence Permit	1 year, unless development consistent with the approval is begun within that time
Administrative Activity Center Designation	Do not lapse
Commercial Mineral Designation	
Flexibility and Relief	
Hardship Variance	1 year, unless development consistent with the approval is begun within that time
Single-family Dwelling Variance	
Historic Landmark/District Adjustments	
Major Adjustments	
Administrative Adjustments	
Federal Fair Housing Adjustment	Do not lapse
Note: One or more of the approvals listed above may result in the creation of a vested right pursuant to Section 146-5.3.16. Lapsing and extension of a vested right are addressed in Section 146-5.3.16.	

Section 4. Section 146-5.4.1.E of the Unified Development Ordinance of the City of Aurora, Colorado, is hereby amended as follows:

A. *Master Plan*. All applicable provisions of Section 146-5.3 (Common Procedures) apply unless specifically modified by the provisions of this Section 146-5.4.1.E.

1. *Applicability.*
    a. A Master Plan shall be approved pursuant to this Section 146-5.4.1.E when an application is filed for any of the following:
        i. Any area proposed for subdivision of land under common or related ownership ~~in Subareas A or B or C~~;

ii. Any area proposed for development in phases;
iii. Any area where new streets or regional infrastructure will be required to connect the City's existing systems;
iv. Any area where multiple parcels of adjacent land require that internal circulation, infrastructure, and open space systems be coordinated to reduce traffic or other impacts on the surrounding area.

b. The Planning Director shall determine the geographical extent and the required components of the various types of Master Plans as defined in any applicable planning development manuals.

c. The Planning Director may authorize simultaneous processing of a Master Plan and other types of approvals required by this UDO if the Director determines that:
i. Compliance with all standards of this UDO and related development manuals can be adequately addressed during simultaneous review; and
ii. It is unlikely that required changes to the Master Plan will require revisions to applications for other types of approvals that would require additional rounds of staff review and inefficient use of staff resources

d. After a Master Plan is approved, all Site Plans and later development approvals and permits shall only be approved if they are consistent with the Master Plan (except for renovations of existing buildings that do not add gross floor area to the building, and except for additions to existing buildings that add less than 2,000 square feet of gross floor area, unless and until that Master Plan is amended under Section 146-5.3-15 (Amendments of Existing Approvals).

2. *Procedure.*
a. ~~*Subareas A and B.*~~
i. The Planning Director shall review the application and forward a recommendation to the Planning and Zoning Commission pursuant to all applicable provisions of Section 146-5.3 (Common Procedures).
ii. The Planning and Zoning Commission shall conduct a public hearing on the application and shall make a decision on the application pursuant to all applicable provisions of Section 146-5.3.

b. ~~*Subarea C.* The Planning Director shall review the application and make a decision on the Master Plan.~~

3. *Criteria for Approval.* A Master Plan shall only be recommended for approval, and shall only be approved, if:
a. It is consistent with the Comprehensive Plan, the purpose statement for the zone district(s) where the property is located, the use regulations in Article 146-3 for the zone district(s) where the property is located, and all other adopted plans and policies of the City Council;
b. It will allow future development of the property to comply with all applicable standards in this UDO;
c. It will result in a coordinated system of streets, trails, sidewalks, open spaces, and infrastructure systems that do not create significant adverse impacts on the

surrounding area, or any significant adverse impacts have been mitigated to the degree practicable;

d. It will improve or expand multi-modal connections with adjacent sites, neighborhoods, and urban centers; and

e. If the property is located in Subarea C, and the Master Plan includes over 160 acres of land designated for residential development, the Master Plan must include at least one area to be zoned MU-N or MU-C or designated for development pursuant to MU-N or MU-C zone district standards pursuant to Section 146-5.4.3.I (Administrative Activity Center Designation).

Section 5. Section 146-5.4.2.A of the Unified Development Ordinance of the City of Aurora, Colorado, is hereby repealed and replaced as follows:

A. *Initial Subdivision of Land.* All applicable provisions of Section 146-5.3 (Common Procedures) apply unless specifically modified by the provisions of this Section 146-5.4.2.A.

1. *Applicability.*

a. *General Applicability and Exceptions.* See Section 146-4.3.1 (Applicability and Exceptions). All applicable provisions of Section 146-5.3 (Common Procedures) shall also apply unless otherwise stated in this Section 146-5.4.2.A.

i. Any subdivision application must include an approved Neighborhood Plan or be accompanied by a Site Plan application prior to the issuance of building permits or construction acceptance.

b. *Subdivisions of Land.*

i. *Neighborhood Plan.* A Neighborhood Plan is a voluntary process used to preliminarily lay out the division of land into lots for sale or development that are not listed as exempt in Section 146-4.3.1 (Applicability and Exceptions) that creates a streamlined process by:

(a) Allowing for the demonstration of the lot layout in combination with phased infrastructure improvements for residential, commercial, industrial, and mixed-use development; and

(b) Once approved, common area improvements within the Neighborhood Plan may proceed directly to a civil submittal process. Any infrastructure required for the development of an individual lot must still submit a site plan application prior to civil plan submission per Section 146-5.4.3.B.1.

ii. *Final Plat.* A Final Plat is any division of land into lots for sale or development that is not listed as exempt in Section 146-4.3.1 (Applicability and Exceptions).

(a) Individual lots or pad sites for commercial, industrial, or multi-family development must follow the Final Plat process and submit a Site Plan prior to construction; and

2. *Procedure.*

a. *Neighborhood Plan.*
    i. The Planning Director shall review and make a decision on the application or shall notify the applicant of the modifications to the Neighborhood Plan needed to comply with conditions on approval or the requirements of this UDO and other adopted City ordinances and regulations.
    ii. Neighborhood Plans shall remain in effect for any constructed area of the plan or any areas with active applications. City staff may expire a neighborhood plan if the applicant fails to submit a final plat or civil plan application for more than a three year period after approval of the neighborhood plan or approval of a prior phase within that plan.

b. *Final Plat.*
    i. The Planning Director may refer the application to the City Engineer for early identification of any issues regarding the availability of lot access, infrastructure, and utilities, and drainage.
    ii. The Planning Director shall review the application and make a decision on the application pursuant to all applicable provisions of Section 146-5.3 (Common Procedures) or shall notify the applicant of any modifications to the Final Plat needed to comply with conditions on approval or the requirements of this UDO and other adopted City ordinances and regulations.

c. *Recording.* Following approval of a Final Plat, the City Clerk shall record the Final Plat with the Clerk and Recorder of the county where the property is located.

d. *Civil Engineering and Construction Drawings.*
    i. The applicant shall submit civil engineering construction plans for all required streets, utilities and other public improvements to the City Engineer, and the City Engineer shall approve those plans before a building permit or a public improvement permit will be issued for any property shown on the final plat.
    ii. Upon receipt of civil engineering construction plans, the City Engineer shall review and approve or reject the plans and shall provide the applicant written notice of the action. If the City Engineer rejects the civil engineering construction plans, the City Engineer shall provide a written explanation of the modifications necessary for approval.
    iii. In acting on civil engineering construction plans, the City Engineer shall consider all of the following:
        (a) Whether the plans comply with the standards of this UDO;
        (b) Whether the plans comply with all applicable City construction standards and specifications; and
        (c) Whether the proposed construction schedule is reasonably designed to ensure completion of the necessary public

improvements as required by the City, the property owners, and the residents of the subdivision, giving due consideration to topography, existing public improvements, size of the subdivision, traffic demands in the vicinity, adequate emergency access, the needs and requirements of property owners and residents in the subdivision and any other pertinent matters.

3. *Criteria for Approval.*
   a. *Neighborhood Plan.* A Neighborhood Plan shall only be approved by the Planning Director if:
      i. It is consistent with the Comprehensive Plan and all other adopted plans and policies of the City Council, including any approved Master Plans that include the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property;
      ii. It allows for all future development of the property to comply with all applicable standards in this UDO;
      iii. It shows a coordinated system of infrastructure and public improvements, including but not limited to street, trail, open spaces, and sidewalk systems that do not create significant adverse impacts on the surrounding area, or any significant adverse impacts have been mitigated; and
      iv. It shows how the development will coordinate multi-modal connectivity with adjacent sites, neighborhoods, and urban centers.
   b. *Final Plat.*
      i. The Planning Director shall only approve the Final Plat if:
         (a) It is consistent with the Comprehensive Plan and all other adopted plans and policies of the City Council;
         (b) The application complies with the applicable standards in this UDO (including but limited to the standards of Sections 146-4.2 (Dimensional Standards), 146-4.3 (Subdivision Standards), and 146-4.5 (Access and Connectivity);
         (c) The application complies with other adopted City regulations, any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property; and
         (d) The City's existing infrastructure and public improvements, including but not limited to its street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable.

ii. If an approved Neighborhood Plan exists, the Planning Director shall only approve the Final Plat if it is generally consistent with the approved Neighborhood Plan and meets any applicable conditions on the Neighborhood Plan approval.

Section 6. Section 146-5.4.2.B.4 of the Unified Development Ordinance of the City of Aurora, Colorado, is hereby amended as follows:

4. *Other Changes to Approved Final Plats.* All changes to approved final plats that do not qualify as Minor Plat Amendments or a partial or complete vacation of a plat without public streets, or vacation of an established street, and all changes to approved final plats that include the relocation of roads, will require re-subdivision pursuant to Section 146-5.4.2.A (~~Major~~ **Initial** Subdivision **of Land**).

Section 7. Section 146-5.4.3.B of the Unified Development Ordinance of the City of Aurora, Colorado, is hereby repealed and replaced as follows:

B. *Site Plans.* All applicable provisions of Section 146-5.3 (Common Procedures) apply unless specifically modified by the provisions of this Section 146-5.4.3.B.

1. *General Requirement.*

a. A ~~Minor or Major~~ Site Plan complying with this Section 146-5.4.3.B is required before a building permit may be issued for all development in the City except those listed below:

i. Single-family detached homes on lots in a subdivision of three or fewer lots and that are not a part of land for which a Master Plan has been approved.

ii. Permitted additions to existing single-family detached dwellings.

iii. Non-habitable accessory structures (not including Telecom Facilities and Major Utilities facilities) that have no significant external effects on adjacent lands as determined by the Planning Director.

iv. Minor changes in architectural façade treatments, or architectural changes to buildings approved without architectural elevations, that qualify as administrative adjustments under Section 146-5.4.4.F.

v. Park facilities that are developed pursuant to a parks master plan approved by the City.

vi. Facilities owned or operated by the City that do not include habitable structures and do not require any personnel on site to operate or provide services from the facility (except for maintenance or repairs of the facility).

vii. Interior improvements and tenant finish.

viii. Single-family detached, two-family and single-family attached homes within an approved Neighborhood Plan and Final Plat.

b. In those circumstances where a Master Plan approval is required pursuant to Section 146-5.4.1.E (Master Plan), no Site Plan may be approved before a Master Plan is approved for the proposed Site Plan area.

c. Approved Site Plans, as amended, shall be binding upon the owner, successors, and assigns. The Site Plan shall limit and control the issuance and validity of all building permits, and shall restrict and limit the construction, location, use, occupancy, and operation of all land and structures within the plan to all conditions, requirements, locations, and limitations set forth in the adopted Site Plan.

2. *Site Plan with No Major Adjustments.*
    a. *Applicability.* The Site Plan with no major adjustments procedures and criteria apply to applications for a permitted use in the zone district where the property is located if the application is not exempt from the Site Plan process pursuant to Section 146-5.4.3.B.1.a and the application does not require any major adjustments.
    b. *Procedure*. The Planning Director shall review and make a decision on the application.
    c. *Criteria for Approval.* A Site Plan with no major adjustments shall be approved only if the application complies with the applicable standards in this UDO, other adopted City regulations, any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property. If the application does not comply with those standards, the Planning Director will notify the applicant of what other permits, approvals, or changes to the application are required for compliance.
3. *Site Plan with Major Adjustments.*
    a. *Applicability.* The Site Plan with major adjustments process and criteria apply to all applications for a permitted use in the zone district where the property is located if the application is not exempt from the Site Plan process pursuant to Section 146-5.4.3.B.1.a and the application requires major adjustments.
    b. *Procedure.*
        i. The Planning Director shall review the application and forward a recommendation to the Planning and Zoning Commission pursuant to all applicable provisions of Section 146-5.3 (Common Procedures).
        ii. The Planning and Zoning Commission shall conduct a public hearing on the application and shall make a decision on the

application pursuant to all applicable provisions of Section 146-5.3.

c. *Criteria for Approval*.
   i. *General.* A Site Plan with major adjustments shall be approved only if:
      (a) The application complies with the applicable standards in this UDO, other adopted City regulations, any approved Master Plan that includes the property, and any conditions specifically applied to development of the property by the Planning and Zoning Commission or City Council in a prior decision affecting the property.
      (b) The City's existing infrastructure and public improvements, including but not limited to its water, wastewater, street, trail, and sidewalk systems, have adequate capacity to serve the proposed development, and any burdens on those systems have been mitigated to the degree practicable.
      (c) Site Plans shall be designed to preserve and protect natural areas, ridgelines, swales, natural landforms, water quality and wildlife habitat of riparian corridors, wetlands, and floodplains affected by the proposed development and to integrate those areas into site design where practicable.
      (d) The application will improve or expand multi-modal connections with adjacent sites, neighborhoods, and urban centers.
      (e) The application is compatible with surrounding uses in terms of size, scale and building façade materials.
      (f) The application mitigates any adverse impacts on the surrounding area to the degree practicable.

4. *Additional Criteria for Site Plans in the MU-FB District.*
   a. Multifamily residential uses shall provide appropriate amenities, including recreational facilities, pedestrian facilities, unique aesthetic features, and quality design.
   b. All listed uses shall have connections to a pedestrian system serving the neighborhood, Fitzsimons, and surrounding areas.
   c. Where abutting parcels of land exist under single ownership, no Site Plan shall be approved for any portion of such parcels until a Master Plan that includes all such abutting parcels has been approved.
   d. Normal maintenance or minor repairs do not need to conform to the building and site design standards in Section 146-2.4.5 (Mixed-Use -- Fitzsimons Boundary District (MU-FB)) except for the following:
      i. Replacement of 25 percent or more of a building's total façade area shall not be considered normal maintenance and repair work. Such improvements shall be considered a site modification and shall

require that the entire building's façade open to public view be subject to the applicable design requirements of this Section.

ii. Exterior painting and the replacement or addition of signs and awnings for any reason shall be considered site modifications and shall be subject to the applicable design requirements of this Section.

e. Alterations or additions of less than 2,000 square feet to existing buildings for conforming uses shall conform to the building and site design standards in Section 146-2.4.5 (Mixed-Use -- Fitzsimons Boundary District (MU-FB)) as follows:

i. New construction, replacement construction, and modifications to existing parking lots and landscape areas on sites with existing development shall comply with the applicable requirements unless prevented by existing physical site conditions.

ii. Proposed changes to areas adjacent to street frontages shall require compliance with applicable right-of-way improvements, dimensional standards, and other development standards in this UDO.

f. New buildings and alterations or additions of 2,000 square feet of gross floor area to existing buildings shall comply with the building and site design standards of Section 146-2.4.5 (Mixed-Use -- Fitzsimons Boundary District (MU-FB)).

5. *Additional Criteria for Site Plans in the MU-TOD District.*

a. Any new exterior construction or landscaping, or any exterior changes to existing development including changes to building façades, signage, streetscape, landscaping, public rights-of-way, parking areas, drives, or other Site Plan changes shall meet the building and site design standards of Section 146-4.8 (Building Design Standards) subject to the Touch Rule defined in Section 146-5.4.4.

b. To allow greater intensity in the MU-TOD district over time:

i. Buildings and surface parking (if allowed) shall be located on the lot so that the layout will accommodate future structured parking garages.

ii. Drives within commercial parking lots shall be located so they can conform to urban street standards in the future.

iii. Both sides of major pedestrian streets shall be developed to establish the streetscape character and pedestrian connections.

iv. Important public parks and plazas shall be constructed in the initial phase of development to establish a public amenity and the area's identity.

6. *Additional Standards for Redevelopment Plan/Adaptive Reuse*. Notwithstanding the provisions of Section 146-1.4.3, standards apply to the reuse or modification of buildings that do not have existing site plans where such reuse or modification

is within the limits of the "touch rule" described in Section 146-5.4.4. If there is conflict between the provisions of this section and Section 146-5.4.4, the provisions of this section shall apply. Applications for reuse or modifications beyond the limits of that touch rule are considered new construction and shall comply with all standards applicable to new construction rather than the standards in this section. Additionally, the following standards apply for a redevelopment plan/adaptive reuse:

a. The proposed adaptive reuse must be a permitted use or must be approved as a conditional use in which the building is located, as shown in Table 3.2-1 (Permitted Use Table).
b. *Purpose.* The purpose of these adaptive reuse standards is to encourage and facilitate the reuse of existing buildings that are underutilized or underperforming by modifying site development standards that would otherwise make the reuse of existing buildings, structures and sites impracticable. Enhancements to the exterior of an adaptive reuse building should focus on elements that improve ground floor design of the building. Ground floor designs should support a pedestrian-friendly environment, define the main entry, provide visual interest and enhance the public realm.
c. *Setbacks.* Any additions or façade changes involving greater than 25 continuous linear feet of exterior wall facing a public right-of-way shall comply with zoning setbacks.
d. *Height.* The heights of buildings existing on the effective date shall be exempt from building height limits established by Section 146-5.4.4 or Section 146-4.2 (Dimensional Standards). The addition of parapets or roof structures, equipment or other enclosures or nonhabitable space is allowed. Any new or additional habitable spaces or floors shall comply with the height limits established in the zone district where the property is located.
e. *Design Standards.* When an adaptive reuse project includes the alteration, reconstruction or remodeling of the exterior walls or façades of a building, the design standards shall apply to the façades being altered or reconstructed to the maximum extent practicable.
f. *Access and Infrastructure.*
    i. Existing access points and driveways may remain in use.
    ii. Developments with access on CDOT Highways will be referred to the Colorado Department of Transportation (CDOT) for review, and a CDOT access permit will be required prior to construction in the CDOT right-of-way.
    iii. Sidewalks adjacent to an adaptive reuse project shall be improved to the maximum extent practicable.

iv. Adaptive reuse projects shall provide site furnishings, sidewalks, landscaping, screening and lighting to the maximum extent practicable.

g. *Landscaping.*
   i. Dead or missing landscaping in designated landscape areas existing before the effective date shall be replaced or installed as part of an adaptive reuse project.
   ii. Trees and other landscaping shall be provided in tree openings, tree grates, planters or planting beds along the adjacent street frontages to the maximum extent practicable.
   iii. Where the scale or character of the proposed adaptive reuse differs significantly from the scale and character of development on abutting properties, as determined by the Director, the Director may require the installation of fences, walls, or vegetation to mitigate impacts of the proposed adaptive reuse on the abutting property to the maximum extent practicable given the size and dimensions of the adaptive reuse property.

h. *Parking.*
   i. Additional parking spaces shall not be required for an adaptive reuse project; provided, that any existing on-site parking spaces are not removed, or unless the existing parking spaces to be removed are not needed to meet the minimum parking standards of Section 146-4.6.
   ii. The location of new parking areas for an adaptive reuse project shall comply with Section 146-4.6.5.A (Location and Use of Parking Facilities) to the maximum extent practicable.

Section 8. Severability. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 9. 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 10. 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

Planning & Business Development

City of Aurora

AuroraGov.org

Planning Division
15151 E. Alameda Parkway, Ste. 2300
Aurora, Colorado 80012
303.739.7217

February 14, 2025

RE: **Letter of Introduction:** UDO Text Amendments Process Improvements
Application Number: DA-2163-22
Case Number: 2018-1006-22

To whom it may concern,

City staff submit this code amendment request to the Unified Development Ordinance (UDO) requesting modifications to development application procedures. Text changes are proposed to Sections 146-5.2, -5.3 and -5.4 to remove the preliminary plat procedures, insert a new neighborhood plan procedure, and to remove all subarea variations from the master plan and site plan approval processes. (Note: additional revisions throughout the entirety of the UDO may be needed to rename/reference application types as amended in Chapter 5.)

The proposed amendment complies with Section 146-5.4.1.C. approval criteria for an Ordinance Text Amendment as follows:

- It is consistent with the spirit and intent of the Comprehensive Plan and policies adopted by the city council; and
- It is required to promote economic growth and investment that will not create material risks to the public health, safety, and welfare of the community.

A draft ordinance has been provided within the review portal or as a separate document for review and consideration. Please feel free to contact me at 303-739-7227 or atibbs@auroragov.org with any questions or concerns regarding the proposed UDO Text Amendment.

Sincerely,

Aja Tibbs, Planning Supervisor
City of Aurora Planning Department

UDO Text Amendment – Process Changes

Planning and Business Development Department

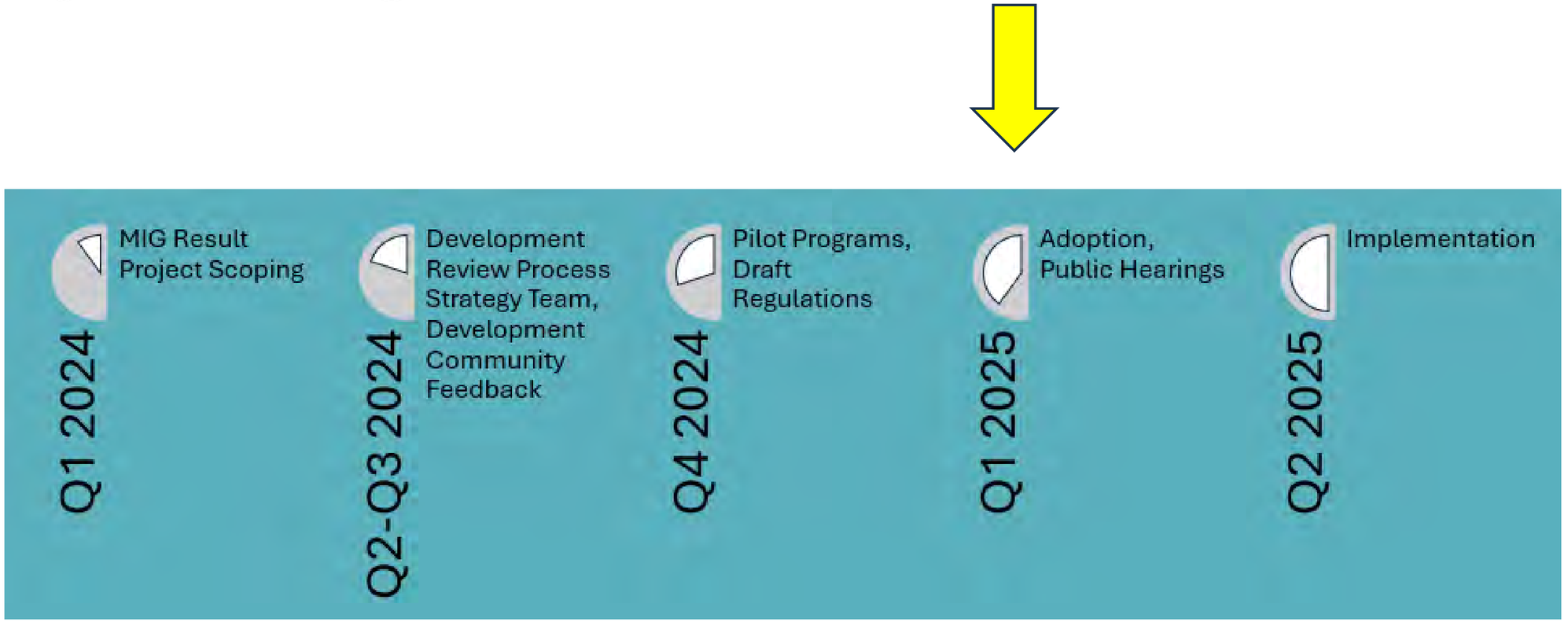
Project No: DA-2163-22
Public Hearing
Aurora Planning & Zoning Commission
February 26, 2025

Request

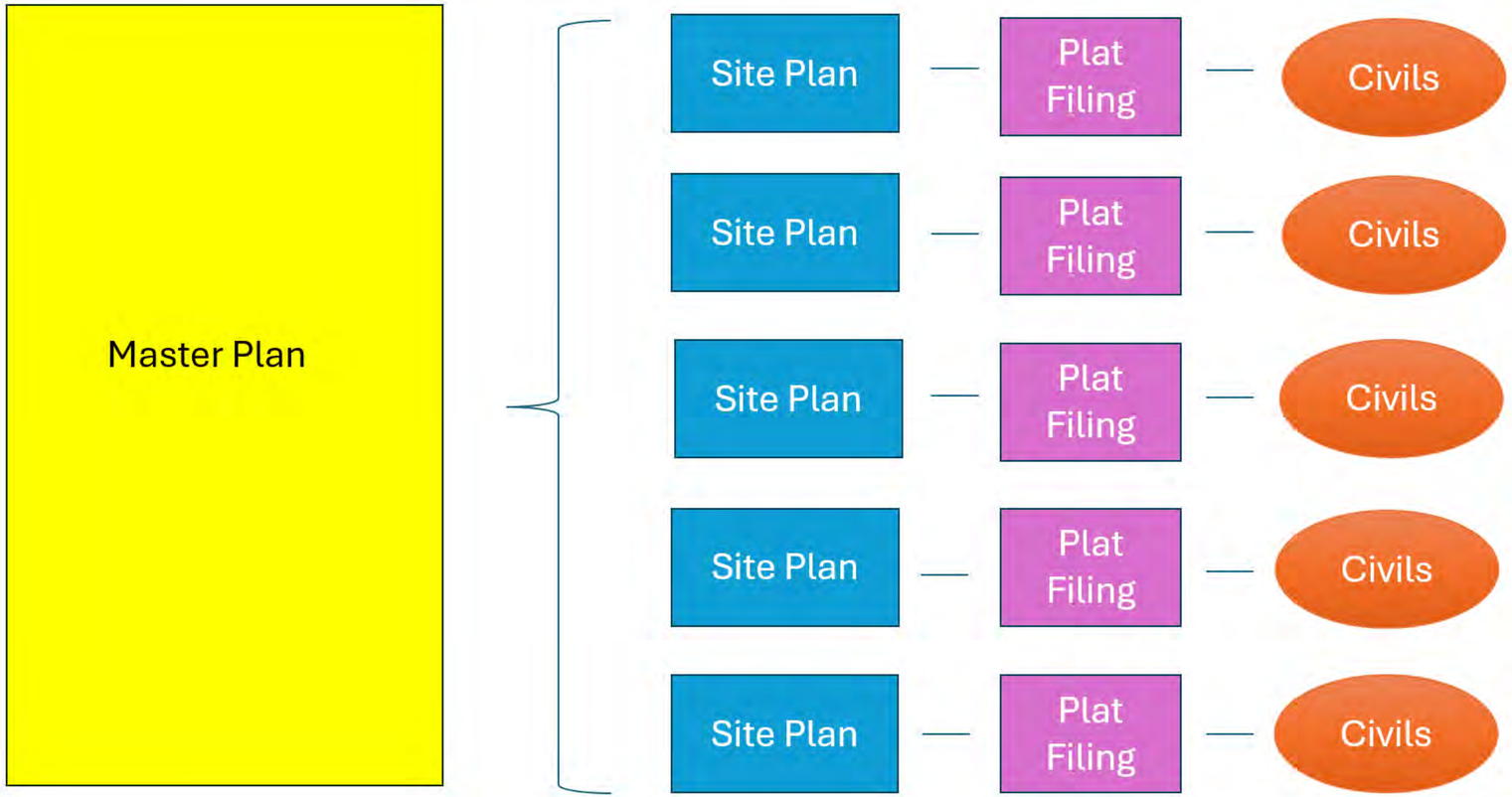
- Approval at a public hearing for an Ordinance to make a UDO Text Amendment regarding process improvements.
- Specific changes to Sections within 146-5 of the UDO to replace the preliminary plat process with a neighborhood plan process, and to remove subarea variations from development application approval processes.

- Applicant: City Staff
- Project Location: Citywide

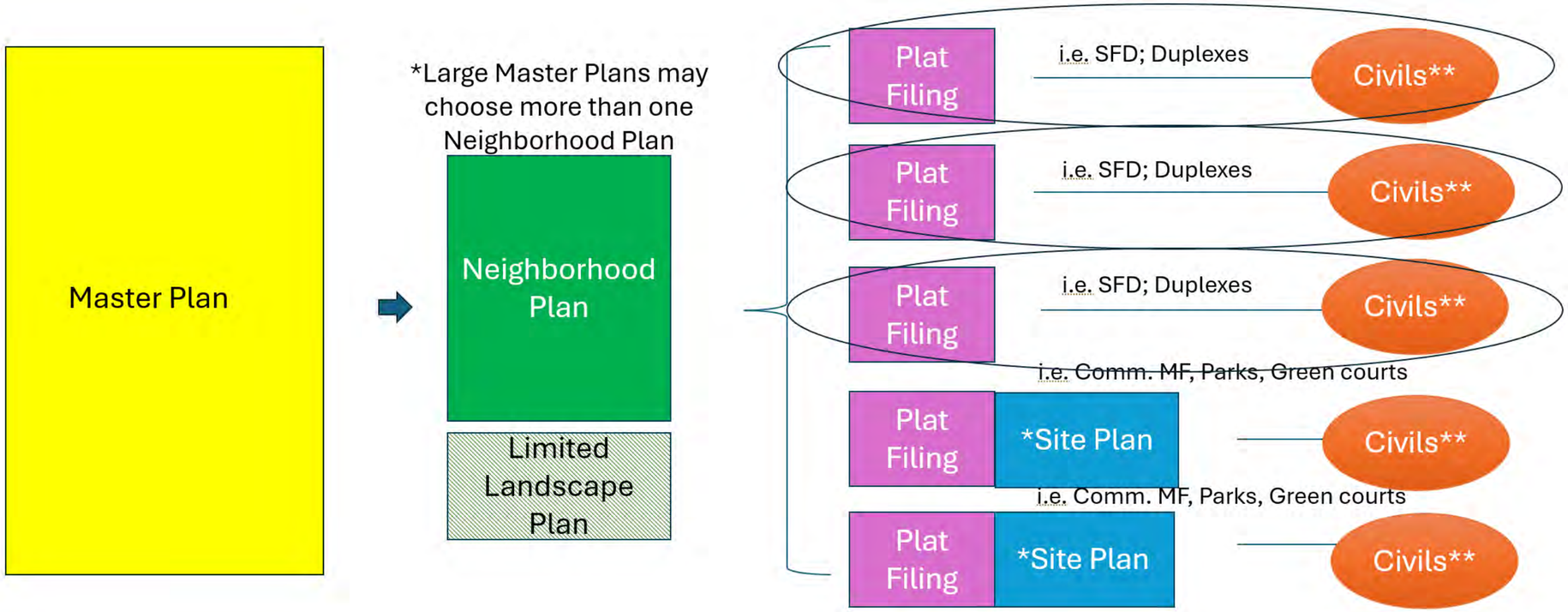
Project Background



Neighborhood Plan

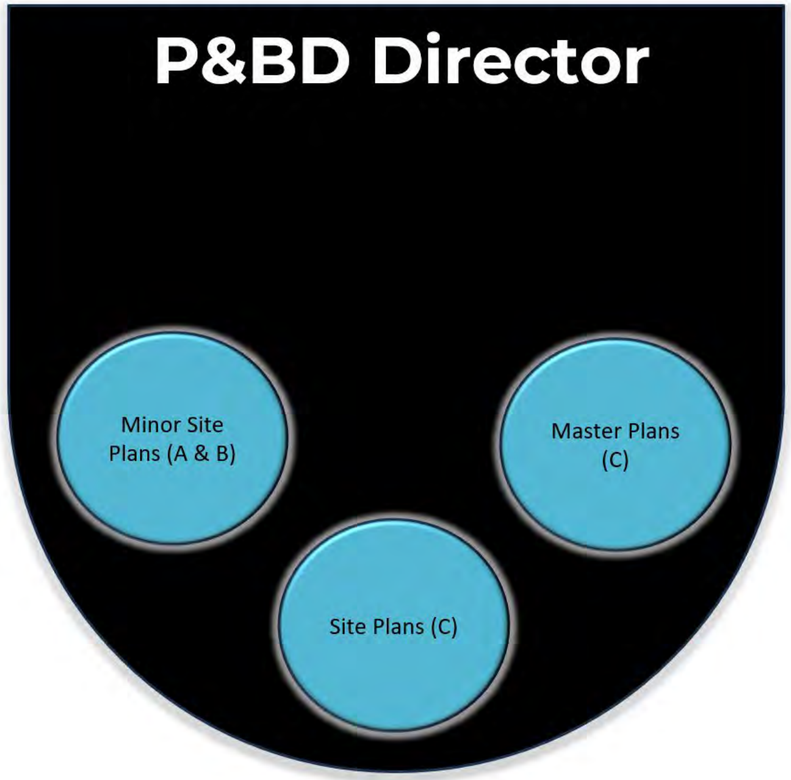


Neighborhood Plan

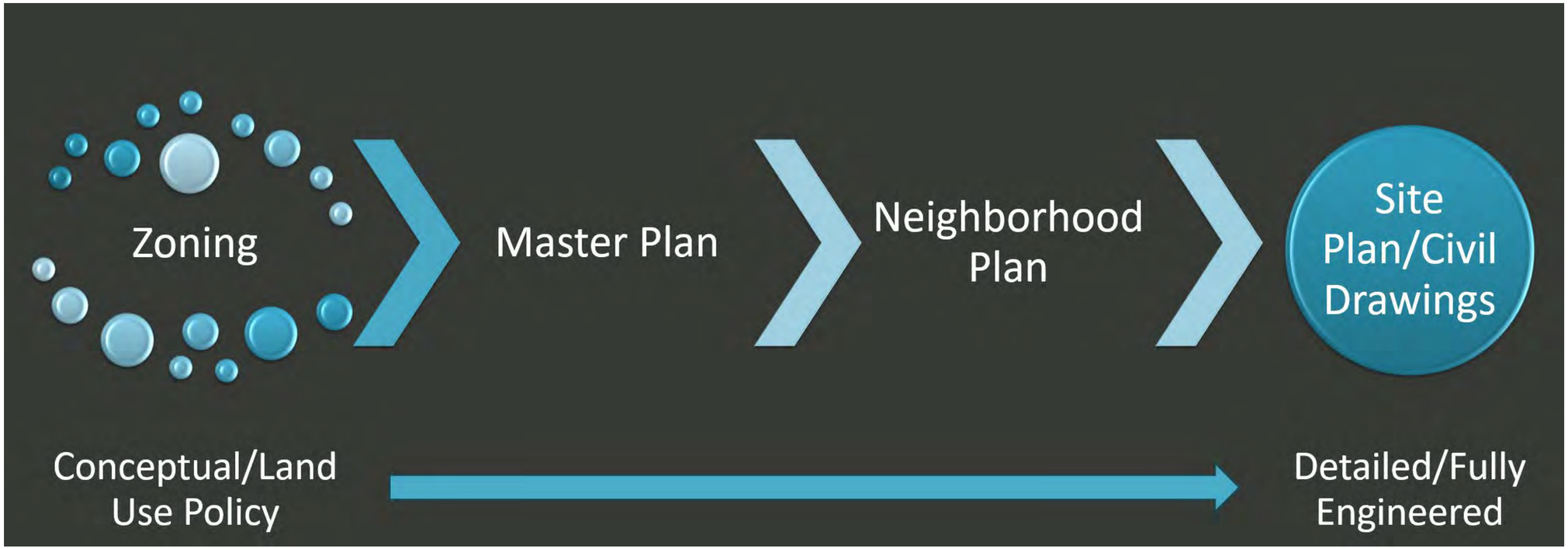


Current Approval Process



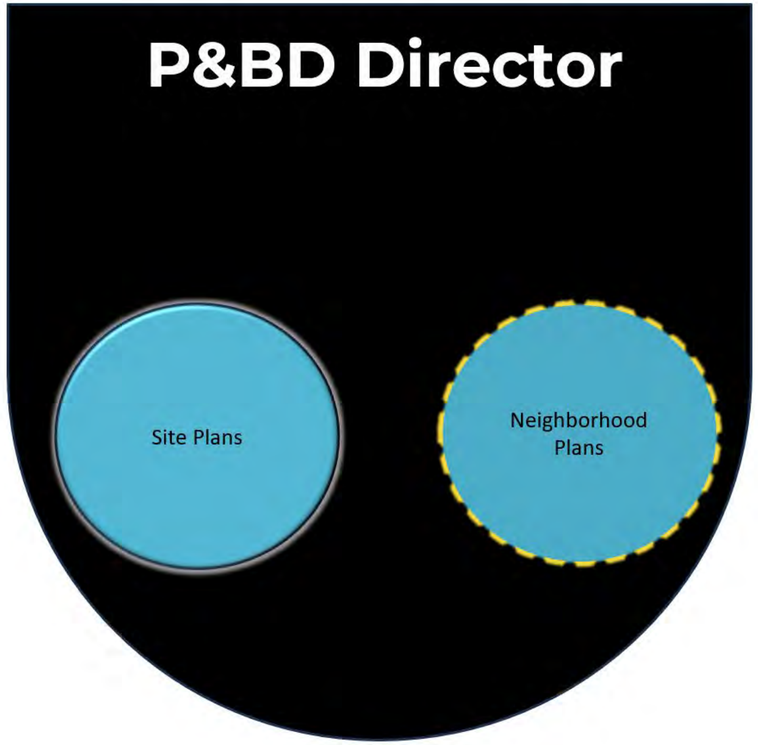


Decision Makers



Proposed Approval Process





Community Input

- Development Community Partners
- Elected/Appointed Leaders
- Development Review City Staff
- General Public



Summary of Changes

Section 5.2. Summary Table of Procedures

- remove subarea variations and delete extra processes based on that removal
- revise preliminary plat to neighborhood plan

Section 5.3.14. Lapsing of Approvals

- update Table 5.3-1 to remove and add applicable applications. Periods of validity are unchanged and remain consistent with the current code.

Section 5.4.1. Plan, Ordinance and Map Changes

- remove administrative approval process for master plans within subarea C
- update the applicability and approval criteria to allow flexibility with a neighborhood plan application

Section 5.4.2. Subdivision of Land

- outline the neighborhood plan process and remove the preliminary plat language
- revise final plat approval criteria to address compliance with the neighborhood plan

Section 5.4.3. Development Applications

- remove major and minor classifications and all subarea differences
- retain the minor/administrative process approval criteria for all site plan reviews
- clarify that all site plans with a major adjustment would go to the planning commission and follow the “old” major approval criteria (consistent with previous practice)
- allow for site plan exemptions for common area infrastructure included within an approved neighborhood plan



Approval Criteria

1. **Ordinance Text Amendment Approval Criteria** - Ordinance Text Amendment approval criteria are found in Section 146-5.4.1.C.3.b of the UDO as follows:

1. The proposed Ordinance amendment is consistent with the spirit and intent of the Comprehensive Plan and with other policies and plans adopted by the City Council; and

(a) The change to the Ordinance text is required because of changed conditions or circumstances in all or a portion of the City; or

(b) The change to the Ordinance text is required to address a new or unforeseen threat to the public health, safety, and welfare; or

(c) The change to the Ordinance text is required to promote economic growth and investment that will not create material risks to the public health, safety, and welfare.

Staff Findings

A Strong Economy Principal, Goal 5: Create partnerships with major institutions and businesses to encourage economic growth.

Housing For All Principal, Goal 1: Increase high-quality housing options of all types and at all price levels throughout the city through ongoing collaboration with the development community

Housing for All Principal, Goal 2: Work with partners to better understand specific needs for affordable housing and to develop new, creative housing options.

Housing for All Principal, Goal 4: Address barriers to the development of diverse housing variety and neighborhood choices across the city.

Approval of an Ordinance Text Amendment to allow for process improvement changes, because the proposal complies with the requirements of Section 146-5.4.1.C.3.b. of the Unified Development Ordinance for the following reasons:

1. It is consistent with the spirit and intent of the Comprehensive Plan and policies adopted by the city council; and
2. It is required to promote economic growth and investment that will not create material risks to the public health, safety, and welfare of the community.

City of Aurora
Planning Commission Case Report

Project Title: Unified Development Ordinance – Text Change for Process Improvements
Date: February 26, 2025
Development Application Number: DA-2163-22
Case Number: 2018-1009-16
Case Manager: Aja Tibbs
Applicant: City of Aurora
General Location: Within the boundaries of the city
Ward: All

Project Summary:

The Planning and Business Development Department recommends amending the zoning code within the Unified Development Ordinance (UDO) to allow for process improvement changes to development application procedures. Text changes are proposed to Section 146-5.2, -5.3, and -5.4 to remove the preliminary plat procedures, insert a new neighborhood plan procedure, and to remove all subarea variations from the master plan and site plan approval processes.

The proposed amendment is the result of staff study and development partner collaborations over the course of 2024, with the intent to address process issues identified by the Red Tape Committee and MIG Process Improvement Study in 2023. To address issues with frequent amendments and a lengthy approval process for master plan applications, staff proposes an optional neighborhood plan application to simplify the master plan process, and reduce site plan requirements for phased developments. Additionally, staff proposes removing subarea variations for site plan and master plan applications, by assigning a decision review for each application type, rather than the geographic location of that application.

This proposal has been discussed and presented with the Development Review Advisory Board (DRAB), Joint Task Force (JTF), and Planning and Economic Development Committee (PED) on multiple occasions and has been recommended to advance. Early concepts were also introduced for feedback at a Planning Commission Study Session held in March of 2024.

The application is supported by several policies and goals of the Aurora Places Comprehensive Plan and meets the approval criteria for UDO text amendments in Code Section 146-5.4.1.C.3.

Applicant's Request:

Recommendation of approval to City Council Ordinance Text Amendment to the Unified Development Ordinance

History/Background:

In 2023, the City hired consultant services from MIG to evaluate the current Unified Development Ordinance (UDO) with other municipalities' development review process requirements and the requests of Aurora's development partners. After roundtable discussions, a study of peer cities, and discussions with staff, the study found that there had become a desire to improve the efficiency of city development review processes. When collating the results of the study, there were two most common requests or key issues that needed to be addressed; 1) to revise the master plan process and 2) to equalize the review processes for all subareas within the city.

Issues Discussed:

- Neighborhood Plan
- Sub-area Process Variations

Results of Discussions:

Neighborhood Plan. In early 2024, Planning staff met biweekly with Development Services, Parks Recreation and Open Space, and Aurora Water through the formation of the Development Review Process Strategy Team. Seeking to resolve the issues raised with the master plan process and reduce the number of technical reviews on infrastructure site plans, the team has developed a new review process known as a neighborhood plan. When studying the issues raised with the master plan process, it was found that this process was overly cumbersome and inflexible because too many details and approvals were being forced into this plan process. An important step was missing between the master plan and site plan processes which needed to be addressed. The team found that by adding the neighborhood plan as an optional process, the master plan can be kept simpler and conceptual. Doing so decreases unnecessary amendments to the document when slight changes are proposed and still gives developers an application process to get preliminary neighborhood layout approval without fully engineered site plans.

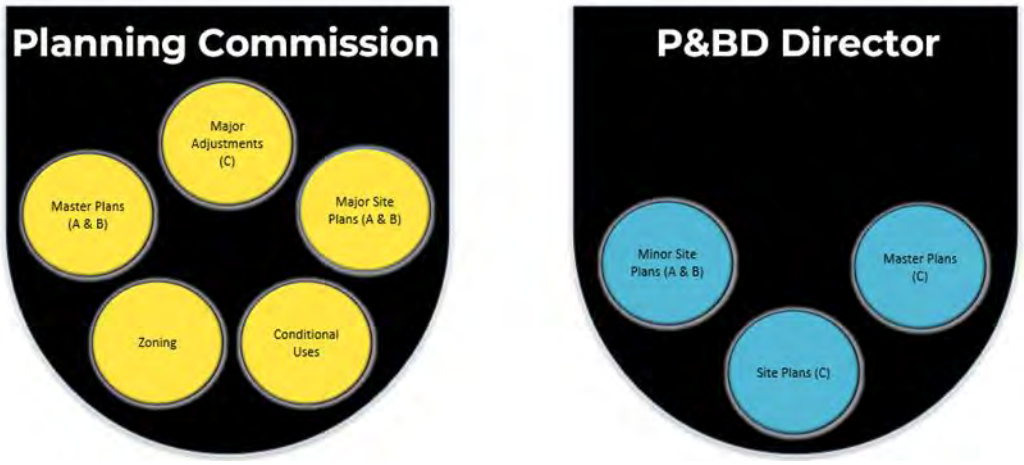
The neighborhood plan also helps simplify the planning approval process for phased and master-planned projects by exempting common area infrastructure (streets, landscape, utilities, and stormwater) from a site plan requirement. It offers an alternative to Infrastructure Site Plans which have become very similar to civil plan submissions and helps to reduce duplicative requirements and standards from both applications. The neighborhood plan also helps staff and applicants better understand the connections between the proposed infrastructure with the overall lot layout and the use of space for that neighborhood before fully engineering the site during the civil plan review process.

The neighborhood plan is also a consolidated and expedited review process. When testing the application process through the pilot program, the application was approved after two reviews and allowed to make technical corrections through the civil plan review process. This helped streamline and shorten the review process which typically must undergo several technical reviews after the decision to align the plans with civil design.

Sub-area Process Variations. Currently, the subarea variations are written to require a different approval process depending on which area of the city they are located within. There are three geographic subareas in the city, A, B, and C. So, the same type of application, such as a site plan, can require Planning Commission approval instead of Director approval just because of the sub-area it is located within. Having the same type of application undergo a different approval process because of its location (rather than the type or scope of application proposed) has made consistency and dependability of application approvals a challenge. Resulting in complaints from the development community that this places an unfair burden on projects within certain areas of the city. Overall, the development of sub-areas remains an important aspect of the UDO. The sub-areas help the code to appropriately apply use, design, and dimensional standards within the context of the style and pattern of development throughout the city. However, the boundaries and style of development within these differing areas do not necessarily correlate with the need to vary the decision-making process.



With application procedures, requirements should be as simple as possible and broad enough to address the various types of development for each application type. Instead of varying the approval process by geographic location of each project, staff propose focusing on who the appropriate decision-making body should be based on the type of development application. For example, applications that are more conceptual and have more widespread impacts (such as zoning and master plan reviews) require more discretionary consideration and discussion at a public hearing. Conversely, applications such as neighborhood plans and site plans are largely regulated through previously approved zoning, master plan requirements, and UDO design standards which are unique to the scope and location of the project. If an application meets these detailed code requirements, there is very little for the Planning Commission to consider and a director's approval is logical at this stage. Therefore, removing the sub-area variation will more appropriately match the correct decision maker with the design request.



The above graphic conceptually organizes the development applications by decision-makers as they exist in the code today. Removing the sub-area variations immediately reduces the number of applications and organizes the review process into a simpler, more straightforward code. Staff recommends transitioning all site plan and the new neighborhood plan applications to an administrative decision process, because these applications are more technical in nature, and compliance with the code standards is the expectation for approval. Major adjustment requests (variances from code), zoning, and conditional uses require more discretionary review and would remain a decision for the Planning Commission. Additionally, master plan applications that have more significant and widespread impacts on public infrastructure, city services, business development, and neighborhood planning would also more suitably require a Planning Commission decision. The graphic below demonstrates how the application types are organized by decision-makers in the proposed UDO amendment.





Summary of Staff Recommendation:

Recommend approval to the City Council. (See the last page of the report for the vote.)

Detailed Case Analysis

Public Notification:

Legal notice appeared in the Aurora Sentinel on February 13, 2025.

Community Input:

In coordination with development community partners and policymakers, staff has presented and formulated the proposed changes to several board/policy groups. Input and feedback provided by the various groups helped to develop and draft the proposed changes within the amendment.

Development Community Partners:
Development Review Advisory Board (DRAB)
Joint Task Force (JTF)
Pilot program testing and refinement (select development applications)

Elected/Appointed Leaders:
Planning and Economic Development Committee (PED)
Planning Commission Study Session

Development Review City Staff Coordination:
Development Review Process Strategy Team (bi-weekly meetings)
All Staff Development Review Meetings
Department specific training
Pilot program reviews

General Public:
Notice provided on the city website, published in the newspaper and through public meetings as listed above. However, no public comments have been received by staff.

Summary of Changes: (Please see the attached draft Ordinance, Exhibit B)

The proposed changes are within Code Sections 146-5.2, -5.3, and -5.4 of the UDO. Additional changes may be made throughout the code to update application names and numbering for consistency with the text changes proposed in Chapter 5 and outlined below.

Section 5.2. Summary Table of Procedures

- remove sub-area variations and delete extra processes based on that removal
- revise preliminary plat to neighborhood plan

Section 5.3.14. Lapsing of Approvals

- update Table 5.3-1 to remove and add applicable applications. Periods of validity are unchanged and remain consistent with the current code.

Section 5.4.1. Plan, Ordinance, and Map Changes

- remove administrative approval process for master plans within subarea C
- update the applicability and approval criteria to allow flexibility with a neighborhood plan application

Section 5.4.2. Subdivision of Land

- outline the neighborhood plan process and remove the preliminary plat language
- revise final plat approval criteria to address compliance with the neighborhood plan

Section 5.4.3. Development Applications

- remove major and minor classifications and all sub-area differences
- retain the minor/administrative process approval criteria for all site plan reviews
- clarify that all site plans with a major adjustment would go to the Planning Commission and follow the "old" major approval criteria (consistent with previous practice)
- allow for site plan exemptions for common area infrastructure included within an approved neighborhood plan

Conformance with Code Criteria:

1. **Ordinance Text Amendment Approval Criteria -** Ordinance Text Amendment approval criteria are found in Section 146-5.4.1.C.3.b of the UDO as follows:
   1. The proposed Ordinance amendment is consistent with the spirit and intent of the Comprehensive Plan and with other policies and plans adopted by the City Council; and
   (a) The change to the Ordinance text is required because of changed conditions or circumstances in all or a portion of the City; or
   (b) The change to the Ordinance text is required to address a new or unforeseen threat to the public health, safety, and welfare; or
   (c) The change to the Ordinance text is required to promote economic growth and investment that will not create material risks to the public health, safety, and welfare.

The proposed Ordinance Text Amendment complies with the approval criteria for the following reasons:

- It is consistent with the spirit and intent of the Comprehensive Plan and policies adopted by the city council; and
- It is required to promote economic growth and investment that will not create material risks to the public health, safety, and welfare of the community.

Compliance with Comprehensive Plan:

The proposed UDO amendment is in compliance with the following principals and goals of the comprehensive plan;

- A Strong Economy Principal, Goal 5: Create partnerships with major institutions and businesses to encourage economic growth.
- Housing For All Principal, Goal 1: Increase high-quality housing options of all types and at all price levels throughout the city through ongoing collaboration with the development community
- Housing for All Principal, Goal 2: Work with partners to better understand specific needs for affordable housing and to develop new, creative housing options.
- Housing for All Principal, Goal 4: Address barriers to the development of diverse housing variety and neighborhood choices across the city.

Exhibits:

Exhibit A Letter of Introduction
Exhibit B Draft City Council Ordinance (UDO Text Amendment)

Staff Recommendation:

Agenda Item 8b: Ordinance Text Amendment

Recommend approval to the Aurora City Council of the Ordinance Text Amendment to the UDO to allow for process improvement changes to development application procedures because the proposal complies with the requirements of Code Section 146-5.4.1.C.3.b of the Unified Development Ordinance for the following reasons:

- It is consistent with the spirit and intent of the Comprehensive Plan and policies adopted by the city council; and
- It is required to promote economic growth and investment that will not create material risks to the public health, safety, and welfare of the community.

8b. UNIFIED DEVELOPMENT ORDINANCE AMENDMENT – TEXT CHANGE TO FOR PROCESS IMPROVEMENTS

The Planning and Business Development Department recommends amending the zoning code within the Unified Development Ordinance (UDO) to allow for process improvement changes to development application procedures. Text changes are proposed to Section 146-5.2, -5.3, and -5.4 to remove the preliminary plat procedures, insert a new neighborhood plan procedure, and to remove all subarea variations from the master plan and site plan approval processes.

The proposed amendment is the result of staff study and development partner collaborations over the course of 2024, with the intent to address process issues identified by the Red Tape Committee and MIG Process Improvement Study in 2023. To address issues with frequent amendments and a lengthy approval process for master plan applications, staff proposes an optional neighborhood plan application to simplify the master plan process, and reduce site plan requirements for phased developments. Additionally, staff proposes removing subarea variations for site plan and master plan applications, by assigning a decision review for each application type, rather than the geographic location of that application.

This proposal has been discussed and presented with the Development Review Advisory Board (DRAB), Joint Task Force (JTF), and Planning and Economic Development Committee (PED) on multiple occasions and has been recommended to advance. Early concepts were also introduced for feedback at a Planning Commission Study Session held in March of 2024.

The application is supported by several policies and goals of the Aurora Places Comprehensive Plan and meets the approval criteria for UDO text amendments in Code Section 146-5.4.1.C.3.

Testimony Given at the Hearing:

Aja Tibbs, Case Manager, gave a presentation of the item, including the staff recommendation of approval.

Commissioner Jetchick stated that with all of the code changes over the past several years, this amendment makes sense..

Commissioner Banka concurred with Commissioner Jetchick and is pleased to see streamlined processes to help the development community.

Commissioner Gaiser stated support for the UDO Text Change Amendment.

Commissioner Bush concurred with the other commissioners.

Commissioner Hogan stated that this will offer equitability and fairness between the sub-areas and added that it would be best if the city gave community members the time to review site plans in every area. Commissioner Hogan stated that many of the site plans brought before the commission have not been good and would like to see better site plans overall.

Planning Commission Results

AGENDA ITEM 8b – UNIFIED DEVELOPMENT ORDINANCE AMENDMENT – TEXT CHANGE FOR PROCESS IMPROVEMENTS

A MOTION WAS MADE BY COMMISSIONER BANKA AND SECONDED BY COMMISSIONER GAISER.

MOVE TO RECOMMEND APPROVAL TO THE AURORA CITY COUNCIL OF THE ORDINANCE TEXT AMENDMENT TO THE UDO TO ALLOW FOR PROCESS IMPROVEMENT CHANGES TO DEVELOPMENT APPLICATION PROCEDURES BECAUSE THE PROPOSAL COMPLIES WITH THE REQUIREMENTS OF CODE SECTION 146-5.4.1.C.3.B OF THE UNIFIED DEVELOPMENT ORDINANCE FOR THE FOLLOWING REASONS:

1. IT IS CONSISTENT WITH THE SPIRIT AND INTENT OF THE COMPREHENSIVE PLAN AND POLICIES ADOPTED BY THE CITY COUNCIL; AND
2. IT IS REQUIRED TO PROMOTE ECONOMIC GROWTH AND INVESTMENT THAT WILL NOT CREATE MATERIAL RISKS TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Further Discussion:
No further discussion occurred.

MOTION PASSED UNANIMOUSLY.

PLANNING AND ECONOMIC DEVELOPMENT POLICY COMMITTEE MEETING MINUTES

Date: **December 11, 2024**
Time: **8:30 am**

Members Present	Chair: Council Member Francoise Bergan, Vice Chair: Council Member Curtis Gardner, Council Member Steve Sundberg
Others Present	Aja Tibbs, Alison Lueck, Andrea Amonick, Ani Karabashian, Ariana Muca, Becky Hogan, Bill Wichterman, Brad Pierce, Brandon Cammarata, Brenda Kenney, Brian Rulla, Bruce Dalton, Cathleen Valencia, Cathy DeWolf, Cesarina Dancy, Chad Argentar, Chad Giron, Chance Horiuchi, Chris Fellows, Crystal Vigil, Daniel Krzyzanowski, Darcy Dodd, David Scott, Deborah Bickmire, Diana Rael, Gayle Jetchick, Jacob Cox, Jake Calegari, Jeannine Rustad, Jeffrey Moore, Jennifer Orozco, Jeremiah Fettig, Jessica Prosser, Julie Patterson, Kelly Bish, Laura Perry, Laurie Womer, Leah Ramsey, Lena McClelland, Leticia Callanen, Maria Alvarez, Marisa Noble, Maurice Healy, Megan Waldschmidt, Mindy Parnes, Morgan Cullen, Morgan Jennings, Naomi Colwell, Rachel Allen, Robert Oliva, Sarah Carroll, Sarah Wile, Scott Berg, Stacy Wasinger, Stephen E Rodriguez, Stephen Gubrud, Steve Timms, Sunny Banka, Susan Sherman, Tod Kuntzelman, Wendy Renee, Yuriy Gorlov

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1. CALL TO ORDER

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2. APPROVAL OF NOVEMBER 13, 2024, DRAFT MINUTES–COUNCIL MEMBER BERGAN

2.a. The minutes were approved.

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3. GENERAL BUSINESS

3.a. Annual Informational Update on Oil and Gas in Aurora

Summary of Issue and Discussion:
Jeffrey S. Moore, Manager Energy & Environment Division

Jeffrey Moore, the Manager of the Energy and Environment Division, outlined the topics to be covered in his presentation, which included staffing updates, well statuses, operators, production data, permitting, website improvements, advisory

committee updates, inspections, income, environmental initiatives, and legal updates.

J. Moore highlighted the stability and efficiency of his team, emphasizing the contributions of M. Alvarez, S. Sherman, and Assistant City Attorney D. Scott. Despite being a small team, they had achieved significant progress and were proud of their work over the past year.

J. Moore noted the steady increase in the number of wells in the city. The total had grown from 59 in 2019 to 189 currently, with actively producing wells indicated in green and those in the completions phase in yellow. Additionally, the city had 67 plugged wells, including a few annexed late last year. He explained that most wells were situated in Ward II along I-70, with producing sites marked in red and active drilling sites in green. Future drilling sites, identified in blue, were largely concentrated north of I-70, though other sites could emerge as new operators entered the area.

Regarding plugged wells, J. Moore highlighted their distribution, particularly around Denver International Airport and the Colorado Front Range and Spaceport. Aurora's total of 67 plugged wells was notably lower than the numbers in neighboring counties, such as Arapahoe County's nearly 1,000 and Adams County's over 3,000, making Aurora's maintenance workload more manageable.

J. Moore then detailed the city's main operators, with Crestone Peak Resources, a subsidiary of Civitas Resources, being the largest, followed by Axis Exploration, another Civitas subsidiary. He also mentioned a well managed by KP Kauffman and another under the state's Orphan Well Program, which was awaiting plugging by the State Energy and Carbon Management Commission.

Discussing production, J. Moore presented data showing oil, natural gas, and water production levels, along with the number of wells over time. While production figures had declined in recent years due to the natural drop-off in shale production, recent drilling activity was contributing to an upward trend. Aurora had become the third-largest local government in oil production in Colorado, following Weld County and parts of Adams County outside Aurora. J. Moore also highlighted that Aurora was home to the state’s single largest oil-producing well, a record-breaking well operated by Crestone Peak Resources, which had produced 165,000 barrels of oil in its first 90 days.

J. Moore introduced M. Alvarez, the senior planner, to continue the presentation with updates on permitting and other relevant topics.

M. Alvarez began her section by greeting the committee and presenting a table summarizing the city’s permitting efforts for the year. She noted that a total of 11 oil and gas site plan applications had been processed, comprising five well site applications and six pipeline applications. All applications were completed within the time frames outlined in the operator agreements.

M. Alvarez highlighted a milestone for the city: the successful processing of its first application under the Oil and Gas Manual, which is governed solely by

Chapter 135 of the Aurora City Code. She explained that this application involved two evaluation phases, each requiring two to three review cycles to assess specific criteria. Phase one began in October 2023 and received Planning Commission approval by March 2024, focusing on the location. Phase two, completed this year, addressed environmental surface impacts, and took 48 days due to additional collaboration with the applicant to finalize water delivery plans and road maintenance agreements. She contrasted this timeline with the typical processing period for operator agreement applications, which usually spans 12 to 13 weeks, affirming that all operator agreement applications met the agreed time frames.

M. Alvarez also reported on pipeline applications, commending the operator's efficiency in reducing the application review process by 50%. She presented a map of the city's oil and gas operations, which included site names, locations, and quarterly inspection reports. She explained that permitting details for each location would be added before year-end and clarified that the black lines on the map depicted access roads, not pipelines. She encouraged the committee to explore more information on the city's oil and gas website.

Discussing the Oil and Gas Advisory Committee, M. Alvarez noted that the committee meets six times per year on the third Wednesday of each month. Its members include industry professionals, surface owners, and citizens, with one industry position currently vacant. She mentioned an upcoming review of a citizen application and invited the public to attend meetings, which are listed on the city clerk's calendar.

M. Alvarez concluded her section by thanking the committee and passing the presentation to S. Sherman.

S. Sherman introduced herself as the Senior Oil and Gas Inspector for the City of Aurora, outlining her role in protecting the community, environment, and wildlife. She detailed the city's inspection activities, which included quarterly site inspections, groundwater and surface water protection measures, and responses to citizen complaints. She emphasized her use of FLIR camera surveys to identify and reduce harmful air emissions, in compliance with city regulations and CDPHE guidelines.

S. Sherman presented a summary of inspections at the Grande North site, spanning construction to production phases. She explained the categorization of inspections, including construction, drilling, completions, and quarterly production inspections. She also addressed spills and releases, noting that four reportable spills had occurred in 2024, all adhering to ECMC and city regulations. Air releases were monitored through visual observations and FLIR surveys to ensure compliance with emission standards.

S. Sherman reported a 100% completion rate for quarterly inspections, improved labeling at well sites, and increased collaboration with external agencies such as CDPHE and ECMC. She also discussed the city's achievements in monitoring wells for drinking water aquifers and conducting blowout preventer inspections, noting Aurora's leadership in these areas.

J. Moore thanked M. Alvarez and S. Sherman for their detailed updates. He acknowledged S. Sherman's commitment to conducting inspections, often on the same day as committee meetings.

J. Moore explained that the department's funding comes entirely from operator fees, including annual inspection fees and permit application fees. He noted that the growing number of wells and well sites had resulted in increased revenue, potentially allowing for the hiring of a second inspector next year.

J. Moore also discussed royalty income, which had generated nearly $3 million in the past year. He detailed the allocation of these funds, with revenue from wells within the city limits and leasing bonuses going to the city's General Fund, while income from Aurora Water-owned properties in Weld County was allocated to offset rate increases.

J. Moore outlined the division's expanded responsibilities, including contamination investigation and remediation. He provided updates on key projects such as the Highway 30 landfill and the Roslyn Firefighting remediation, both nearing significant milestones. He also discussed progress on well workover and maintenance easements to preserve space around plugged wells, ensuring future accessibility without structural interference.

J. Moore concluded with updates on air quality monitoring, plans to join the Love My Air program, and various recycling efforts. He then introduced D. Scott, the Assistant City Attorney, to provide legal updates.

D. Scott began his update by introducing himself as the Assistant City Attorney working closely with the Energy and Environment Division. His responsibilities include oil and gas permitting, leasing, and ensuring environmental compliance and remediation.

D. Scott highlighted a significant change in Colorado's mineral leasing laws. Previously, municipalities holding mineral rights could be compelled by law to allow operators access to those minerals, even without agreeing to lease them. This changed with the passage of SB24-185, which grants municipalities an exemption from forced pooling for mineral rights within their recognized boundaries. This legislative change gives Aurora greater flexibility and enhanced negotiating power when dealing with mineral leases.

He then addressed minor revisions to the Oil and Gas Manual, also known as Chapter 135 of the City Code. An ordinance with these amendments was presented to the committee on November 13th, cleared Study Session on December 2nd without comments or changes, and was set for its first reading at the December 16th City Council meeting.

D. Scott also shared a development concerning the city's Permitting Authority and its impact on infrastructure. For the first time, an oil and gas company sought a permit for surface operations under Chapter 135. This provided the city an opportunity to develop and negotiate a road maintenance agreement (RMA) with the operator. These agreements are essential to the permitting process, ensuring

operators contribute financially to offset the impact of their operations on city roads.

He detailed the success of the negotiation, which resulted in a substantial increase in per-well payments. While previous payments averaged $9,000 per well, the new agreement set payments at $40,000 per well. For the 8-well pad in question, this translated to an upfront payment of $320,000 for road maintenance activities, aligning Aurora's standards with those of other permitting authorities in the state.

J. Moore thanked D. Scott for the updates and officially concluded the presentation, inviting questions from the committee.

- CM. Bergan expressed gratitude for the presentation and opened the floor to questions.
- CM Sundberg commended J. Moore and his team for their work and asked about the process for measuring production data. Specifically, he inquired whether production reports were received in real time or at regular intervals.
- J. Moore explained that production numbers were not received directly from operators but were obtained from reports filed with the state. Operators have 45 days after the end of a month to submit their production data, which is then processed and made available on the ECMC dashboard in real time. He noted that the city downloads and summarizes these reports monthly, providing updates twice a year for presentations like this one and in the spring.
- CM Bergan then acknowledged B. Pierce, Chair of the Oil and Gas Advisory Committee.
- B. Pierce praised J. Moore, M. Alvarez, S. Sherman, and D. Scott for their exceptional work supporting the committee. He highlighted their expertise, thoroughness, and consistent participation in committee meetings, expressing his gratitude for their efforts.
- CM Bergan echoed the praise, emphasizing the team's achievements and noting Aurora's leadership in various categories. She followed up with a question about the road maintenance agreement, specifically whether the $40,000 per-well payments were dedicated solely to road maintenance.
- J. Moore confirmed that the funds were allocated to a specific budget line item for road maintenance. He clarified that while Public Works managed the scheduling of repairs, there was an option to bring in contractors if necessary. He also explained that during the permitting process, operators might be required to make specific upgrades, such as improvements to intersections, which are separate from the general road maintenance fee.
- CM Bergan sought clarification on the city's historical approach to road maintenance, questioning why the responsibility wasn't entirely on the operators.
- J. Moore explained that road maintenance is a collaborative effort. While operators are responsible for maintaining unpaved sections, such as grading roads like the unpaved portion of Jewell Avenue, the city uses the funds provided by operators to manage broader repairs. He assured the council that operators typically respond promptly to requests for maintenance.

- CM Sundberg returned with a question about the enhanced Oil and Gas Manual, asking if it made Aurora the safest and most stringent jurisdiction in Colorado for oil and gas production.
- J. Moore affirmed this, stating that Aurora's rules and regulations exceed state standards set by ECMC and CDPHE. He noted that operators also recognized the city's high standards and strict regulations.
- CM Sundberg followed up on a slide showing examples of spills, asking about measures in place to protect against soil contamination. He mentioned the significant spill volumes at the King site and sought further details.
- S. Sherman explained that separators, unlike tanks, are not required by the state to have liners underneath them, which contributed to the size of the spill at the King site. She provided additional context on spills at other locations, such as historical spills under compressors and separators at the Chico-Watkins pad and a valve issue at the Aspen site that caused material to spray over a large area.
- CM thanked S. Sherman for the clarification and expressed appreciation for being invited to the Energy and Environment Symposium earlier in the year. He shared insights he had gained from the event, particularly the concept of an energy expansion rather than a transition, driven by increased computing power needs and other factors.

Outcome:
Information only.

Follow-up Action:
None required.

3.b. UDO Amendment for Process Changes
Summary of Issue and Discussion:
Aja Tibbs, Planning Supervisor

Aja Tibbs, Planning Supervisor for the Current Planning Division of Planning and Business Development provided an overview of the updates on the proposed UDO Amendment for Process Changes. She referenced the February presentation summarizing the feedback from the development community, which highlighted key issues with the City of Aurora's development review process, specifically the master plan process and the approval process.

A. Tibbs outlined the main feedback received and proposed process changes to address the concerns. The master plan process emerged as the most frequently mentioned issue, with concerns about amendments, smaller project scopes, and the lack of a preliminary plat or minor master plan option to address the gap between the master plan and site plan processes. To address this, the city proposed a new neighborhood plan, which would provide a more detailed framework than the master plan without requiring the fully detailed site plan.

She explained the work of the Development Review Process Improvement Strategy Team, which convened biweekly and included representatives from planning, Aurora Water, and development review teams. The team evaluated master plan issues and collaborated on streamlining application reviews across departments.

Presenting the current state of the process, A. Tibbs noted that site plans were overly detailed, often duplicating civil construction drawings. She highlighted the lack of an application type to approve preliminary lot layouts or local street networks without a full site plan, which resulted in inefficiencies. The proposed neighborhood plan would fill this gap by providing a more detailed framework between master and site plans. It would remove the need for infrastructure site plans, streamline the process, and allow applicants to move directly to plat and civil reviews for infrastructure projects while maintaining site plans for commercial and multifamily developments.

She reported on a pilot program for the neighborhood plan, which had successfully completed the approval process and entered the plat and civil review stages. A. Tibbs emphasized that the new neighborhood plan would simplify the master plan process, reduce unnecessary amendments, and provide flexibility for smaller projects and concurrent submissions. It could also support commercial and industrial pad site developments, offering a consistent and efficient framework for development.

Turning to approval processes, A. Tibbs explained the complexity of the current system, where subarea variations created inconsistent requirements. She proposed simplifying the approval process by focusing on the appropriate decision-making body rather than geographic location. Higher-level, conceptual applications, such as zoning and master plans, would remain under the Planning Commission's purview, while detailed applications, like site plans and neighborhood plans, would be handled administratively by the Director.

A. Tibbs presented a streamlined framework for approval processes, emphasizing consistency, predictability, and fairness across all city areas. She assured the council that public notice and participation opportunities would remain in place, ensuring continued community engagement.

A. Tibbs outlined the benefits, including increased efficiency, reduced amendments, and enhanced consistency. She detailed the public engagement efforts and collaborative input received throughout the process, highlighting presentations to various committees and roundtable discussions with the development community.

A. Tibbs explained the necessary UDO amendments, which included removing subarea variations, revising preliminary plat language to establish the neighborhood plan, and clarifying criteria for administrative and Planning Commission approvals. She provided a timeline of the project’s progress, noting that the team was now seeking approval to proceed with the formal adoption of these changes.

A. Tibbs thanked the council for their attention and invited questions, feedback, or approval to move forward with finalizing the UDO amendments.

- CM Bergan thanked A. Tibbs for the detailed presentation, acknowledging the extensive effort that went into the proposed changes. She welcomed CM Gardner, and opened the floor for questions, starting with Council Members Sundberg and Gardner.
- CM Sundberg expressed his appreciation for the process improvements and thanked the team for their hard work.
- CM Gardner commended the engagement efforts with the development community, emphasizing its importance in making informed and inclusive changes. He noted that a common critique of city processes was the lack of stakeholder engagement, but he was pleased to see that this project incorporated substantial input. CM Gardner then raised a question about how the proposed changes would address two frequent complaints from the development community: the length of the approval process and the inconsistency in comments and reviews.
- A. Tibbs addressed these concerns, focusing on how the new neighborhood plan would streamline and simplify the process. She explained that the neighborhood plan reduces delays by minimizing the need for amendments and iterations during the development process. By providing more flexibility and allowing adjustments as the project evolves, it inherently shortens the overall timeline. A. Tibbs elaborated that the current process required fully engineered site plans at each stage, even for basic infrastructure or street layout approvals. This created unnecessary delays and increased complexity for developers. The neighborhood plan introduces a step where developers can secure early approvals without fully engineering the project, enabling them to mobilize resources, find builders, and proceed with confidence while reserving detailed engineering for later stages. She also emphasized that the neighborhood plan process involves only two rounds of review to reach a decision, significantly reducing back-and-forth exchanges and technical iterations. This adjustment not only accelerates the approval process but also aligns better with the practical needs of developers, as demonstrated by the pilot program’s success.
- J. Rustad supplemented A. Tibbs' response by discussing internal improvements to address inconsistent comments. She highlighted cultural changes within the multi-departmental review team to promote accountability and collaboration. J. Rustad noted efforts to improve the application acceptance process, ensuring that submissions are complete and meet standards from the outset. This proactive approach reduces the need for multiple review cycles and enhances consistency in feedback.
- J. Cox acknowledged J. Rustad’s comments and deferred to C. Fellows, who intend to contribute further to the discussion.
- C. Fellows began by expressing his support for the pilot project at Midtown at Windler, which he described as highly successful, efficient, and user-friendly. He commended the expedited process and acknowledged the efforts of J. Cox and A. Tibbs, praising their roles in shaping and guiding the project. C. Fellows emphasized the importance of the people involved in any system, stating that Jacob and Aja had done phenomenal work, much appreciated by developers.
- CM Bergan interjected humorously, asking C. Fellows to repeat his compliment three times.
- C. Fellows reiterated his gratitude, stating his confidence that the changes would benefit many developers.

- CM Gardner followed up with a question about the cultural changes referenced by J. Rustad. He noted the challenge in measuring cultural changes, as they are less tangible and cannot be codified through policy. CM Gardner asked for clarification on how these cultural shifts are being tracked and translated into actionable differences.
- J. Rustad acknowledged the dual nature of the issue, with both subjective and objective aspects. She explained that internal meetings, team buy-in, and staff-driven ideas have contributed to the subjective side of the change. For objective measures, the city implemented a bonus structure for development review, rewarding team members who take initiative and contribute significantly to process improvements.
- J. Cox elaborated, emphasizing the effort to shift the mindset of reviewers to focus on objective compliance with codes and standards rather than aiming for perfection through multiple review cycles. He acknowledged the frustration developers face with prolonged review rounds and noted the team's goal to streamline the process while maintaining compliance. J. Cox highlighted biweekly leadership meetings, regular staff meetings, and ongoing collaboration with developers as key methods for embedding this cultural shift throughout the organization. He also emphasized the importance of receiving consistent feedback from the development community to gauge progress and adjust as needed.
- CM Gardner thanked J. Cox for his insights and prepared to ask an additional question.
- CM Bergan confirmed that he could continue.
- CM Gardner began by expressing satisfaction with the implementation of the incentive he had sponsored, noting its positive results. He proposed periodic check-ins on the process changes to ensure continuous improvement. CM Gardner emphasized the importance of maintaining engagement with developers and other stakeholders, suggesting a cadence of six months or a year for ongoing feedback and collaboration. He thanked the staff, particularly A. Tibbs and J. Cox, for their efforts and acknowledged the positive changes.
- J. Rustad responded by highlighting ongoing efforts to collect feedback, including survey questions attached to decision emails. She mentioned plans to use the Development Review Advisory Board and JTF at the beginning of the year to review changes and gather input. J. Rustad emphasized the importance of listening to stakeholders and adjusting the process based on their feedback.
- CM Bergan acknowledged the comments and shifted to questions about incomplete applications, asking J. Cox how the city ensures developers provide complete submissions and how they handle deficiencies.
- J. Cox described improvements in the civil plan intake process, emphasizing the use of objective checklists to clarify submission requirements. He explained that the city quickly reviews applications for completeness, typically within a few days, and provides specific feedback on deficiencies. This approach aligns with the standard practices for building plan submittals and ensures that civil construction documents meet the necessary criteria before moving forward.
- CM Bergan expressed support for changes allowing flexibility in street layouts, noting their importance for long-term development projects. She also raised concerns about public notice and engagement for administrative decisions, asking how constituents are informed and can provide input.

- A. Tibbs explained that public notice for administrative decisions mirrors that for Planning Commission cases, including notifications to neighboring properties and HOAs. She emphasized the proactive approach to neighborhood meetings, which can be requested by the public, organized by staff in response to significant feedback, or required for controversial projects. A. Tibbs assured the council that mechanisms like appeals and Director referrals to the Planning Commission remain in place to address public concerns.
- CM Bergan shared feedback from a constituent who felt that public input often came too late in the process to influence significant changes.
- A. Tibbs acknowledged the challenge and stressed the importance of early public engagement during zoning and master plan stages, where substantial changes can still be made. She emphasized that shifting public input to earlier stages is a priority to better align resident concerns with project timelines.
- CM Pierce proposed posting administrative decisions on the Planning Department's website to enhance transparency and allow neighborhoods to track decisions. He noted that residents often feel disconnected from the outcomes of administrative reviews.
- A. Tibbs agreed to explore this suggestion and highlighted ongoing communication efforts with residents during projects with public interest.
- CM Bergan concluded the discussion by expressing her support for the proposed changes and echoing the praise for stakeholder involvement. She confirmed the council's agreement to move the proposal forward, with Council Members Sundberg and Gardner also voicing their approval.
- A. Tibbs thanked the council for their support.

Outcome:
Council approved this item to move forward.

Follow-up Action:
Staff will add this item to the Planning Commission and City Council meeting agenda.

3.c. Gun Club Road Update

Summary of Issue and Discussion:
Jacob Cox, Development Services Director/Cathleen Valencia, Transportation Project Delivery Manager

Laura Perry introduced the Gun Club Road update, noting that the presentation would address roles and responsibilities for improvements along Gun Club Road and evaluate potential options. She explained that J. Cox and C. Valencia would provide a high-level overview and updates on ongoing discussions and explorations.

J. Cox began by acknowledging the complexities of Gun Club Road, a roughly eight-mile stretch requiring improvement from Airport to Quincy. He highlighted the need for upgrades, including a bridge at 470, and detailed the developer adjacency responsibilities outlined in public improvement plans tied to master plans. He explained that while annexation agreements from the 1980s and 1990s might have expired, master plans and the accompanying public improvements

phasing (PIP) documents remained valid. These documents establish triggers for developer responsibilities as pad sites are developed.

J. Cox referred to a map highlighting the red-marked section of Gun Club Road, which falls under CDOT jurisdiction. He explained the challenges stemming from jurisdictional overlaps involving CDOT, the City of Aurora, and adjacent unincorporated Arapahoe County lands. He noted that this dynamic created challenges in determining roles and responsibilities for improvements.

J. Cox provided additional context on Gun Club Road's bottleneck areas, particularly the southern green section in unincorporated Arapahoe County near the landfill site. He outlined ongoing discussions with the county to address improvements in this area and the connection from Aurora Parkway to Quincy. He also detailed the responsibilities of developers in the blue-marked section, which includes a six-lane road requiring 140 to 144 feet of right-of-way. He mentioned that the eastern portion of this section falls under the Murphy Creek development's responsibility, with plans for improvements along the western frontage extending north from Quincy toward Jewell.

J. Cox explained that the City of Aurora, CDOT, and Arapahoe County maintain specific segments and traffic signals along Gun Club Road, with CDOT owning and maintaining portions from Airport to Quincy. He revealed that CDOT expressed interest in devolving responsibility for this section to either the City of Aurora or Arapahoe County, a topic still under discussion. He also highlighted the unlikelihood of securing state or federal funding for widening projects and the focus instead on operational and safety enhancements. He concluded by noting potential discussions with developers about establishing an authority model to address major infrastructure gaps and invited C. Valencia to present ongoing projects.

C. Valencia provided updates on completed and planned projects along the corridor. She detailed a 2017 preliminary design project for Gun Club Road between 6th Avenue and Yale, which included cost estimates for three alternatives: a six-lane urban section, a four-lane rural section, and intersection improvements. She acknowledged the substantial increase in construction costs since then.

C. Valencia discussed a partnership with Arapahoe County to study safety and capacity issues along Gun Club Road from 6th Avenue to Mississippi and Alameda Avenue from Gun Club to Harvest Road. She noted that the county secured funding for a signal at Alameda and Mississippi, which is scheduled for construction in 2025, and would lead efforts for traffic calming along Alameda Avenue.

She also highlighted the Gun Club Multimodal Improvements project, which aims to widen the roadway and add multimodal features between Quincy Avenue and Aurora Parkway. The project design is fully funded through a DRCOG grant with a local match from the City and Arapahoe County, with ongoing efforts to secure construction funding through SARIA.

C. Valencia presented a map of planned traffic signals in the area, identifying existing signals, signals scheduled for 2025 construction, and future signal

locations dependent on warrant studies as development progresses. She emphasized the high costs associated with widening Gun Club Road, estimating $175 million for a six-lane section and $145 million for a four-lane section. Given these costs, she stressed the importance of focusing on safety and operational improvements in collaboration with CDOT and Arapahoe County.

C. Valencia outlined the next steps, including hiring a design consultant to update recommendations from the 2017 preliminary design project and securing updated cost estimates. She mentioned grant opportunities, such as the HSIP and DRCOG TIP cycles, and ongoing collaboration with developers for phased improvements.

- J. Bergan expressed gratitude for the presentation and acknowledged the complexity of the issue, noting its intricate nature compared to her own area. She directed her question to C. Sundberg but was encouraged by him to proceed with her questions first. She highlighted the challenge with CDOT, specifically referencing a $25 million devolution plan. She recounted past attempts to acquire the roadway over a decade ago, which were unsuccessful, and questioned the feasibility of taking on responsibility for the road when the cost to widen the entire section was estimated at $175 million.
- C. Valencia confirmed that the city and county had declined CDOT's offer due to insufficient funding and explained that both entities insisted on necessary improvements before accepting the roadway. She elaborated on his history with the issue, having dealt with it during his tenure with Arapahoe County, and reiterated that the $25 million was inadequate to address the required improvements.
- J. Bergan inquired about the level of CDOT's involvement in the discussions and suggested lobbying for federal funding or mobilizing constituents to pressure CDOT. She expressed frustration over the decades-long neglect of the issue.
- C. Valencia acknowledged CDOT's agreement on the need for improvements but stated that other projects, such as I-25 and I-70, were higher on their priority list. She outlined plans to collaborate with CDOT on safety and operational enhancements based on a 2017 study that identified potential improvements and phasing options.
- CM Bergan proposed exploring legislative lobbying efforts to prioritize the project. CM Bergan emphasized the need for more focused efforts to prevent further delays in addressing Gun Club Road.
- L. Perry interjected, emphasizing the need for updated cost and phasing analyses before presenting options to CDOT. She suggested federalizing additional sections of Gun Club Road and leveraging successful strategies from other projects to secure design funding. She underscored the importance of stakeholder collaboration and addressing safety improvements.
- J. Bergan shifted her focus to the Murphy Creek development, questioning the scope of their responsibility for road improvements. She sought clarification on whether the development would widen their section and how it might contribute to broader infrastructure issues.
- J. Cox clarified that the Murphy Creek master plan obligated the development to construct three lanes out of six along their frontage. However, he noted that such improvements could create bottlenecks if other sections of the road were

not addressed simultaneously. He mentioned the possibility of deferring certain improvements to avoid problematic tapering and ensure logical connections.

- J. Bergan inquired about why Maria was not considered a viable option.
- J. Cox explained that extensive discussions were held with developers in a portion of Aurora. He noted that the financial feasibility of involving metro districts in Maria for the desired level of improvements proved challenging. This led the focus to shift eastward, towards the East Aurora annexation areas, miles from Gun Club. J. Cox mentioned that the breakdown in talks primarily stemmed from developer-driven infrastructure concerns. Developers ultimately opted to handle their infrastructure independently with their own districts rather than approaching an authority model. He suggested that with a strategic approach, additional districts, and a reevaluation of the numbers—particularly with commercial developments in the corridor—the model could become viable.
- CM Bergan thanked J. Cox and invited CM Sundberg to speak.
- CM Sundberg raised concerns about federal involvement in building charging stations, citing limited progress despite significant funding. He recalled inquiring about this a year and a half ago, noting that it was then under a study, potentially for design purposes. CM Sundberg emphasized the need to explore smaller safety and operational improvements in future meetings, as these seemed practical. He highlighted safety issues during winter on narrow roads near Murphy Creek, where icy conditions frequently led to cars sliding into ditches.
- CM Sundberg pointed out that Arapahoe County seemed to have more financial flexibility following recent developments. He questioned why improvements near the landfill had not been prioritized, citing a new turn lane onto Hampden as an example of a simple yet impactful change. He commended the efforts behind this improvement, later identified by C. Valencia as a CDOT project. CM Sundberg suggested a higher-level push, possibly involving the Governor, to address the complexities of such initiatives. He expressed frustration over a developer in Murphy Creek avoiding responsibilities and placing blame on CDOT and high costs, despite decades of prior knowledge of their obligations.
- CM Bergan acknowledged CM Sundberg's remarks and referred to updates expected through the Transportation Committee in 2025.
- L. Perry confirmed the plan for updates.
- CM Sundberg proposed the need for a specialized form of authority, such as ARTA, to tackle these challenges.
- CM Bergan pointed out that SARIA was essentially equivalent to such an authority.
- J. Cox affirmed the intent to explore these possibilities further.
- CM Sundberg emphasized the significant cost of bridges on Jewell going east. CM Sundberg reiterated gratitude for the planning efforts and the need to continue pushing for solutions.
- CM Gardner noted that during his campaign, public feedback centered more on issues like Gun Club rather than public safety. He expressed interest in negotiating with the state to consolidate responsibilities under one entity, emphasizing the importance of achieving a reasonable financial agreement. CM Gardner pointed out the logistical challenges of fragmented responsibilities among different sections of road. He underscored the need to prioritize residents' concerns and explore future infrastructure funding opportunities.

- CM Bergan concluded by acknowledging the Committee's input and wished the team success in negotiations with CDOT.
- L. Perry affirmed commitment to resolving these issues. She outlined necessary steps, including engineering and cost analyses, to develop a comprehensive capital strategy. She assured continued updates and highlighted the alignment of priorities with residents' concerns.

Outcome:
Information only.

Follow-up Action:
None required.

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4. MISCELLANEOUS MATTERS FOR CONSIDERATION

4. a. Aurora Economic Development Council
- Yuri Gorlov

NO REPORT

4.b. Havana Business Improvement District

Chance Horiuchi

Please see the HBID updates in the agenda packet.

4.c. Aurora Chamber of Commerce
- Naomi Colwell

NO REPORT

4.d. Planning Commission
- Becky Hogan

NO REPORT

4.e. Oil and Gas Committee
- Brad Pierce

4.f. Business Advisory Board
- Garrett Walls

NO REPORT

4.g. Retail
- Bob Oliva

NO REPORT

4.h. Small Business

- Andrea Amonick

NO REPORT

4.i. Visit Aurora

Bruce Dalton

B. Dalton offered to provide a post-event report on the Borealis Festival to the city for distribution to the PED and any other interested parties. He mentioned that the information was valuable and highlighted ongoing work on the economic impact of travel for the City of Aurora. Dalton explained the challenges in obtaining precise data due to Aurora spanning three counties and the effort to isolate data specific to the city. He noted that they had succeeded in this task and had a meeting scheduled with the report provider on Friday. By then, they expected to finalize and deliver both the economic impact report and the post-event summary for the Borealis Festival.

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5. CONFIRM NEXT MEETING DATE

Scheduled for January 8, 2025, at 8:30 AM MT.

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6. ADJOURNMENT

CM Bergan concluded the 2024 PED Committee meeting by expressing gratitude to all participants for their active involvement throughout the year. She commended the staff for their dedication in providing requested information and acknowledged their hard work. CM Bergan extended her best wishes for the holiday season, wishing everyone a Merry Christmas and happy holidays.

APPROVED: _____

Francoise Bergan, Committee Chair

CITY OF AURORA
Council Agenda Commentary

Item Title: Series 2025 First-Lien Sewer Revenue Bond (Ordinance)
Item Initiator: Teresa Sedmak, City Treasurer, Finanace
Staff Source/Legal Source: Teresa Sedmak, City Treasurer, Finance / Hanosky Hernandez, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 3/24/2025

Regular Meeting: 4/7/2025

2nd Regular Meeting (if applicable): 4/21/2025

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)

Teresa Sedmak, City Treasurer, Finance / Hanosky Hernandez, Senior Assistant City Attorney
Estimated time: 10 mins

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

☒ Approve Item and Move Forward to Study Session

☐ Approve Item as Proposed at 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: Management & Finance

Policy Committee Date: 3/6/2025

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.)*

N/A

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

The City's Sewer System is requesting authorization to issue its First-Lien Sewer Revenue Bonds, Series 2025 for the purpose of defraying, in whole or in part,the cost of financing additions and improvements to its system. A portion of the proceeds from the issuance may also be used to reimburse certain expenditures made in connection with these projects which may have been incurred prior to the closing of the bonds.

The ordinance requests a maximum borrowing amount of $85 million, a maximum term of 30 years, and a maximum interest rate of 6%.

It is anticipated that the bonds will be priced via competitive sale and closed in June of this year.

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.)

Debt service on the bonds has been budgeted and will be paid from net revenues of the sewer system.

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

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

QUESTIONS FOR COUNCIL

Does City Council approve of this item being forwarded to the next regularly scheduled meeting?

LEGAL COMMENTS

The City Council may authorize, by ordinance, without an election, the issuance of sewer extension, improvement, and revenue bonds. The City Council may also issue refunding bonds for the purpose of paying outstanding bonds of the City at a lower rate. Enterprises are exempt from the limitations of the TABOR amendment. *See*, Colorado Constitution Article X § 20(4)(b); City Charter Article 11-20. (Hernandez)

SERIES 2025 FIRST-LIEN SEWER REVENUE BOND ORDINANCE

CITY OF AURORA, COLORADO

acting by and through its

UTILITY ENTERPRISE

Authorizing
the issuance, sale and delivery of not to exceed
$85,000,000
aggregate principal amount of
First-Lien Sewer Revenue Bonds
Series 2025

Effective _____ __, 2025

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ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE BY THE CITY OF AURORA, COLORADO, ACTING BY AND THROUGH ITS UTILITY ENTERPRISE, OF FIRST-LIEN SEWER REVENUE BONDS, SERIES 2025, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $85,000,000, FOR THE PURPOSE OF FINANCING, IN WHOLE OR IN PART, THE COST OF ADDITIONS AND IMPROVEMENTS TO THE SEWER SYSTEM OPERATED BY THE UTILITY ENTERPRISE, PLEDGING CERTAIN FUNDS AND REVENUES OF THE ENTERPRISE TO THE PAYMENT OF SUCH BONDS, PRESCRIBING THE FORM OF SUCH BONDS, AND PROVIDING OTHER DETAILS IN CONNECTION THEREWITH.

WHEREAS, the City of Aurora, Colorado (the "City") is a home rule municipality duly organized and existing pursuant to Article XX of the Constitution (the "Constitution") of the State of Colorado (the "State"); and

WHEREAS, the City Council (the "Council") of the City has previously acted by ordinance to recognize and confirm the existence of the Utility Enterprise of the City (the "Enterprise"), such ordinance being codified in Article II of Chapter 138 of the City Code (the "Code") of the City; and

WHEREAS, the Code authorizes the issuance of revenue bonds for the purpose of financing additions and improvements to the utility systems operated by the Enterprise; and

WHEREAS, the Council, acting as such and as the governing body of the Enterprise, deems it necessary and appropriate to authorize the issuance of its First-Lien Sewer Revenue Bonds, Series 2025 (the "Series 2025 Bonds") upon the terms described herein, for the purpose of defraying, in whole or in part, the cost of financing additions and improvements to the City's Sewer System (the "System"); and

WHEREAS, such Series 2025 Bonds are permitted, under the Charter of the City (the "Charter"), the Code and Article X, Section 20 of the Constitution, to be issued without an election; and

WHEREAS, the Series 2025 Bonds shall be publicly offered at a competitive sale unless the City Manager shall certify that a private or negotiated sale of the Series 2025 Bonds would be to the best advantage of the City pursuant to Section 11-25 of the Charter; and

WHEREAS, pursuant to Ordinance No. 2006-08 (the "General Ordinance"), adopted prior to the adoption of this Ordinance, the Council has established a consistent procedure for the issuance of revenue bonds and other obligations to finance and refinance additions and improvements to the System.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ACTING BY AND THROUGH THE CITY OF AURORA, COLORADO UTILITY ENTERPRISE.

ARTICLE I

DEFINITIONS AND CONSTRUCTION

Section 1.01. Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings, respectively, provided in the General Ordinance. In this Series Ordinance the following additional terms have the following respective meanings unless the context clearly requires otherwise:

"*Closing*" means the date of delivery of and payment for the Series 2025 Bonds.

"*Completion Date*" means the date as of which the City certifies that the Project is complete and no further disbursement of proceeds of the Series 2025 Bonds will be requested.

"*Continuing Disclosure Undertaking*" means the Continuing Disclosure Undertaking relating to the Official Statement and the Series 2025 Bonds, in substantially the form filed with the City Clerk at the time of introduction of this Series Ordinance.

"*General Ordinance*" means Ordinance No. 2006-08 of the City, as it may be amended from time to time.

"*Maximum Rate*" means 6.00%.

"*Official Statement*" means the Official Statement of the City relating to such Series 2025 Bonds.

"*Paying Agent*" means UMB Bank, N.A., or a suitable institution or City official designated by Final Terms Certificate to perform the duties of Paying Agent hereunder.

"*Publicly Offered*" means offered to the public in an underwritten transaction.

Project" or "*Series 2025 Project*" means the acquisition and construction of improvements to the sewer system operated by the Enterprise, including without limitation the acquisition and construction of treatment facilities improvements, sanitary sewer collection and transport lines and other improvements.

"*Purchaser*" means the original purchaser or purchasers of the Series 2025 Bonds identified by the Final Terms Certificate.

"*Registrar*" means UMB Bank, N.A., or a suitable institution or City official designated by Final Terms Certificate to perform the duties of Registrar hereunder.

"*Series Ordinance*" means this Series Ordinance.

"*Series 2025 Bonds*" means the First-Lien Sewer Revenue Bonds, Series 2025.

"*Series 2025 Costs of Issuance Subaccount*" means the subaccount created within the Series 2025 Construction Account and required to be maintained by Section 3.03 hereof.

"*Series 2025 Construction Account*" means the special account created and required to be maintained by Section 3.02 hereof.

"*Series 2025 Debt Service Reserve Account*" means, to the extent, if any, provided by Final Terms Certificate, the special account created and required to be maintained by Section 3.04 hereof.

"*Series 2025 Excess Investment Earnings Account*" means the special account created and required to be maintained by Section 3.05 hereof.

"*Series 2025 Reserve Requirement*" means, to the extent, if any, that a reserve account is required to be maintained pursuant to a Final Terms Certificate, initially, and except as it may be adjusted pursuant to Section 3.04 hereof, an amount equal to the least of (a) 10% of the principal amount of the Series 2025 Bonds, (b) the Maximum Annual Debt Service Requirements of the Series 2025 Bonds, or (c) 125% of the Average Annual Debt Service Requirements of the Series 2025 Bonds.

"*Tax Code*" means the Internal Revenue Code of 1986, as amended.

"*Transfer Agent*" means UMB Bank, N.A., or a suitable institution or City official designated by Final Terms Certificate to perform the duties of Transfer Agent hereunder.

ARTICLE II

THE SERIES 2025 BONDS

Section 2.01. The Project. The City Council of the City hereby authorizes and directs that the Series 2025 Project be carried out with the net proceeds of the Series 2025 Bonds and any other legally available monies of the City necessary for such purpose. The City Council of the City hereby acknowledges that a portion of the net proceeds of the Series 2025 Bonds may be applied to reimburse the City for prior expenditures made in connection with the Series 2025 Project as permitted pursuant to the City's declaration of official intent to reimburse such expenditures from the proceeds of the Series 2025 Bonds pursuant to Section 1.150-2 of the Internal Revenue Code Regulations made as of August 4, 2020.

Section 2.02. Issuance of Series 2025 Bonds; Application of Series 2025 Bond Proceeds. The Series 2025 Bonds are authorized to be Publicly Offered at a price not less than 100% of their aggregate principal amount plus accrued interest to the date of their delivery to the Purchaser, in either case as determined by Final Terms Certificate. The net proceeds received by the City at Closing from the sale of the Series 2025 Bonds after deduction of costs of issuance and underwriting discount, if any, shall be applied as follows: (a) accrued interest, if any, on the Series 2025 Bonds shall be deposited in the Debt Service Account; (b) Series 2025 Bond proceeds sufficient to meet the Series 2025 Reserve Requirement, if any, shall be deposited to the Series 2025 Debt Service Reserve Account; and (c) the remaining Series 2025 Bond proceeds shall be deposited, at or after the issuance of the Series 2025 Bonds, to the extent necessary to accomplish the Series 2025 Project, into the Series 2025 Construction Account. Any excess funds remaining upon completion of the Series 2025 Project may be used for any lawful purpose of the City or the Enterprise.

Section 2.03. Authorization; Election To Apply Supplemental Public Securities Act. The Series 2025 Bonds, payable as to all Debt Service Requirements solely out of the Net Pledged Revenues, are hereby authorized to be issued and outstanding in an aggregate principal amount not to exceed $85,000,000. The actual amount of the Series 2025 Bonds and various other final terms of the Series 2025 Bonds, not inconsistent herewith, shall be approved by a certificate (a "Final Terms Certificate") signed by the Director of Finance or an Authorized Officer of the City. To the extent provided by Final Terms Certificate, amounts of principal redeemed or paid at maturity may be reborrowed, provided that the total principal amount of the obligation evidenced by the Series 2025 Bonds shall never exceed $85,000,000. The City hereby elects to apply all provisions of the Supplemental Public Securities Act, to the extent not inconsistent herewith, to the Series 2025 Bonds. Any inconsistency between this Ordinance and the Supplemental Public Securities Act is intended as an exercise of the home rule legislative powers of the City.

Section 2.04. Bond Details.

(a) ***Generally***. The provisions of the General Ordinance are hereby incorporated into this Series Ordinance. The Series 2025 Bonds shall be First-Lien Revenue Obligations within the meaning of the General Ordinance, secured by a first and prior (but not necessarily exclusive) lien upon the Net Pledged Revenues.

The Series 2025 Bonds shall be issued by the City Council of the City, as the governing body of the Enterprise, pursuant to the Code and the General Ordinance in fully registered form in denominations of $5,000 or any integral multiple thereof; provided that no Series 2025 Bond shall be issued in any denomination larger than the aggregate principal amount of Series 2025 Bonds maturing on a single maturity date.

Pursuant to the recommendations of the Committee on Uniform Security Identification Procedures, CUSIP numbers may be printed on the Series 2025 Bonds.

The Series 2025 Bonds shall be issued in book-entry form through the facilities of The Depository Trust Company, and the appropriate officials of the City shall thereupon be authorized to execute such documents as are necessary to issue and deliver the Series 2025 Bonds in such form.

The Series 2025 Bonds shall be issued as Fixed Rate Obligations.

The Series 2025 Bonds shall mature on August 1 in the years and in the aggregate principal amounts provided by a Final Terms Certificate; provided that the Series 2025 Bonds may mature within any period permitted by the Charter and Code but in any event not later than August 1, 2060. The Series 2025 Bonds shall bear interest accruing at fixed rates from the date as of which they are dated or the Interest Payment Date to which interest has been paid next preceding their respective dates, whichever is later, to their respective Maturity Dates, except if redeemed prior thereto, at rates not exceeding the Maximum Rate, all as determined by Final Terms Certificate.

Said interest shall be payable commencing not later than August 1, 2025, and semiannually thereafter at any convenient interval determined by Final Terms Certificate. If upon presentation at maturity the principal of any Series 2025 Bond is not paid as

provided therein, interest shall continue thereon at the same interest rate until the principal thereof is paid in full.

The Debt Service Requirements of the Series 2025 Bonds shall be payable to the Owners of the Series 2025 Bonds in lawful money of the United States of America by the Paying Agent. The final installments of principal and interest shall be payable to the Owner of each Series 2025 Bond upon presentation and surrender thereof at maturity or upon prior redemption. Except as hereinbefore and hereinafter provided, the interest shall be payable to the Owner of each Series 2025 Bond determined as of the close of business on the Regular Record Date irrespective of any transfer of ownership of the Series 2025 Bond subsequent to the Regular Record Date and prior to such Interest Payment Date, by check or draft mailed to such Owner at the address appearing on the registration books of the City maintained by the Registrar. Any interest not paid when due and any interest accruing after maturity shall be payable to the Owner of each Series 2025 Bond entitled to receive such interest determined as of the close of business on the Special Record Date irrespective of any transfer of ownership of the Series 2025 Bond subsequent to the Special Record Date and prior to the date fixed by the Paying Agent for the payment of such interest, by check or draft mailed as aforesaid. Notice of the Special Record Date and of the date fixed for the payment of such interest shall be given by sending a copy thereof by certified or registered first-class, postage prepaid mail, at least 10 days prior to the special record date, to the Purchaser and to the Owner of each Series 2025 Bond upon which interest will be paid determined as of the close of business on the day preceding such mailing at the address appearing on the registration books of the City. Any premium shall be payable to the Owner of each Series 2025 Bond redeemed upon presentation and surrender thereof upon prior redemption. If the date for making or giving any payment, determination or notice described herein is not a Business Day, such payment, determination or notice shall be made or given on the next succeeding Business Day.

(b) ***Redemption; Notice of Redemption***. The Series 2025 Bonds may be made subject to optional redemption prior to their maturity at a price or prices equal to the principal amount of the Series 2025 Bonds so redeemed either without premium or plus a premium not to exceed 2% of the principal amount thereof, plus accrued interest to the date of redemption, at such times and in such manner as provided by Final Terms Certificate. The Series 2025 Bonds may also be made subject to mandatory redemption from sinking fund installments or otherwise, at such times and in such manner, at prices not exceeding the principal amount of the Series 2025 Bonds so redeemed plus accrued interest to the date of redemption, as provided by a Final Terms Certificate.

Series 2025 Bonds which are redeemable prior to their respective maturity dates may be redeemed in part if issued in denominations which are integral multiples of $5,000. Such Series 2025 Bonds shall be treated as representing a corresponding number of separate Bonds in the denomination of $5,000 each. Any such Series 2025 Bond to be redeemed in part shall be surrendered for partial redemption in the manner hereinafter provided for transfers of ownership. Upon payment of the redemption price of any such Series 2025 Bond redeemed in part the Owner thereof shall receive a new Series 2025 Bond or Bonds of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Series 2025 Bond surrendered.

Notice of redemption shall be given by the Paying Agent in the name of the City by sending a copy thereof by certified or registered first-class postage prepaid mail, at least 30 days prior to the Redemption Date, to the Purchaser and to the Owner of each of the Series 2025 Bonds being redeemed determined as of the close of business on the day preceding the first mailing of such notice, at the addresses appearing on the registration books of the City maintained by the Registrar. Such notice shall specify the number or numbers of the Series 2025 Bonds to be redeemed, whether in whole or in part, and the date fixed for redemption and shall further state that on the Redemption Date there will be due and payable upon each Series 2025 Bond or part thereof so to be redeemed the principal amount or part thereof plus accrued interest thereon to the Redemption Date plus any premium due and that from and after such date interest will cease to accrue. For so long as the Series 2025 Bonds are in book-entry form through The Depository Trust Company or its nominee, any redemption notice may be given, in lieu of such mailing, by sending a copy thereof by Federal Express or other nationally recognized overnight delivery service, or by electronic means, to The Depository Trust Company or its nominee. In addition, the Paying Agent is hereby authorized to comply with any operational procedures and requirements of The Depository Trust Company relating to redemption of Series 2025 Bonds and notice thereof. Failure to mail or send any notice as aforesaid or any defect in any notice so given with respect to any Series 2025 Bond shall not affect the validity of the redemption proceedings with respect to any other Series 2025 Bond. Any Series 2025 Bonds redeemed prior to their respective maturity dates by call for prior redemption or otherwise shall not be reissued and shall be cancelled the same as Series 2025 Bonds paid at or after maturity. Any notice of redemption may state that it is conditioned upon the deposit of funds for redemption on or prior to the redemption date.

(c) ***Interest Rates***. The maximum net effective interest rate authorized for any Series 2025 Bonds is 6.00% per annum. The actual net effective interest rate for the Series 2025 Bonds shall be determined by Final Terms Certificate.

(d) ***Execution and Authentication***. The Series 2025 Bonds shall be executed by and on behalf of the Council as the governing body of the Enterprise, with the facsimile signature of the Mayor, shall bear a facsimile of the seal of the City, shall be attested with the facsimile signature of the City Clerk, and shall be authenticated with the manual signature of a duly authorized signatory of the Registrar. Should any officer whose facsimile signature appears on the Series 2025 Bonds cease to be such officer before delivery of the Series 2025 Bonds to the Purchaser, such facsimile signature shall nevertheless be valid and sufficient for all purposes. No Series 2025 Bond shall be valid or become obligatory for any purpose or be entitled to any security or benefit under this Series Ordinance unless and until the certificate of authentication on such Series 2025 Bond shall have been duly executed by the Registrar, and such executed certificate upon any such Series 2025 Bond shall be conclusive evidence that such Series 2025 Bond has been authenticated and delivered under this Series Ordinance. The certificate of authentication on any Series 2025 Bond shall be deemed to have been duly executed by the Registrar if signed by an authorized signatory thereof, but it shall not be necessary that the same signatory sign the certificate of authentication on all of the Series 2025 Bonds.

(e) ***Registration, Transfer and Exchange***. Upon their execution and authentication and prior to their delivery, the Series 2025 Bonds shall be registered for the purpose of payment of principal and interest by the Registrar. Thereafter, the Series 2025 Bonds shall be transferable only upon the registration books of the City maintained by the Registrar at the request of the Owner thereof or such Owner's duly authorized attorney-in-fact or legal representative. The Transfer Agent shall accept a Series 2025 Bond for registration or transfer only if the Owner is to be an individual, a corporation, a partnership, a limited liability company, a limited liability partnership, or a trust. A Series 2025 Bond may be transferred upon surrender thereof together with a written instrument of transfer duly executed by the Owner or such Owner's duly authorized attorney-in-fact or legal representative with guaranty of signature satisfactory to the Transfer Agent, containing written instructions as to the details of the transfer, along with the social security number or federal employer identification number of the transferee and, if the transferee is a trust, the names and social security numbers of the settlors and the beneficiaries of the trust. The Transfer Agent shall not be required to transfer ownership of any Series 2025 Bond during the 15 days prior to the first mailing of any notice of redemption or to transfer ownership of any Series 2025 Bond selected for redemption on or after the date of such mailing. The Owner of any Series 2025 Bond or Bonds may also exchange such Series 2025 Bond or Bonds for another Series 2025 Bond or Bonds of authorized denominations. Transfers and exchanges shall be made at the expense of the transferor or exchanger, and the Transfer Agent may also require payment of a sum sufficient to defray any tax or other governmental charge that may hereafter be imposed in connection with any transfer or exchange of Series 2025 Bonds. No transfer of any Series 2025 Bond shall be effective until entered on the registration books of the City maintained by the Registrar. In the case of every transfer or exchange, the Registrar shall authenticate, and the Transfer Agent shall deliver to the new owner a new Series 2025 Bond or Bonds of the same aggregate principal amount, maturing in the same year, and bearing interest at the same per annum rate as the Series 2025 Bond or Bonds surrendered. Such Series 2025 Bond or Bonds shall be dated as of their date of authentication. New Series 2025 Bonds delivered upon any transfer or exchange shall be valid obligations, evidencing the same obligations as the Series 2025 Bonds surrendered, shall be secured by this Series Ordinance, the General Ordinance and any Final Terms Certificate and shall be entitled to all of the security and benefit hereof to the same extent as the Series 2025 Bonds surrendered. The City may deem and treat the person in whose name any Series 2025 Bond is last registered upon the books of the City as the absolute owner thereof for the purpose of receiving payment of the principal of and interest on such Series 2025 Bond and for all other purposes, and all such payments so made to such person or upon his order shall be valid and effective to satisfy and discharge the liability of the City upon such Series 2025 Bond to the extent of the sum or sums so paid, and the City shall not be affected by any notice to the contrary.

(f) ***Resignation of Agents***. If the Paying Agent, Registrar or Transfer Agent shall resign, or if the City shall reasonably determine that the Paying Agent, Registrar or Transfer Agent has become incapable of fulfilling its duties hereunder, the City may, upon notice mailed to each Owner of Series 2025 Bonds at the addresses last shown on the registration books of the City, appoint a successor paying agent, registrar or transfer agent. Every such successor Paying Agent, Registrar or Transfer Agent shall be a Commercial Bank or an official of the City. It shall not be required that the same person serve as Paying

Agent, Registrar and Transfer Agent hereunder, but the City shall have the right to appoint and have the same person serve as Paying Agent, Registrar and Transfer Agent hereunder.

(g) ***Replacement of Series 2025 Bonds***. If any Series 2025 Bond shall have been lost, destroyed or wrongfully taken, the City shall provide for the replacement thereof upon receipt of the evidence of such loss, destruction or wrongful taking, along with an indemnity bond and reimbursement for expenses reasonably satisfactory to it.

(h) ***Recitals in Bonds***. Each Series 2025 Bond shall recite in substance that such Series 2025 Bond is a special and limited obligation payable solely out of and secured by an irrevocable, but not necessarily exclusive, pledge of the Net Pledged Revenues, that such Series 2025 Bond does not constitute a debt or an indebtedness or multiple fiscal-year debt or other financial obligation of the City within the meaning of any constitutional, Charter or statutory provision or limitation, that such Series 2025 Bond is not payable in whole or in part from the proceeds of general property taxes, and that the full faith and credit of the City is not pledged for the payment of the principal of or interest on such Series 2025 Bond. Each Series 2025 Bond shall further recite that it is issued under the authority of the Colorado Constitution, the Charter, the Code, the Supplemental Securities Act, the General Ordinance and this Series Ordinance.

Section 2.05. Form of Series 2025 Bond. The Series 2025 Bonds shall be offered in substantially the form set forth in this Section, with such changes thereto, not inconsistent herewith, as may be necessary or desirable and approved by the officials of the City executing the same (whose manual or facsimile signatures thereon shall constitute conclusive evidence of such approval). All covenants, statements, representations and agreements contained in the Series 2025 Bonds are hereby approved and adopted as the covenants, statements, representations and agreements of the City.

[FORM OF BOND]

(Text of Face)

UNITED STATES OF AMERICA
STATE OF COLORADO
COUNTIES OF ADAMS, ARAPAHOE AND DOUGLAS
CITY OF AURORA
ACTING BY AND THROUGH ITS UTILITY ENTERPRISE
FIRST-LIEN SEWER REVENUE BOND
SERIES 2025

No. R-_____ $_____

Interest Rate	**Maturity Date**	**Original Date**	**CUSIP**

REGISTERED OWNER: **CEDE & CO.**
Tax Identification Number: 13-2555119

PRINCIPAL SUM: ** _____ DOLLARS**

The City Council of the City of Aurora, in the Counties of Adams, Arapahoe and Douglas and State of Colorado, acting as the governing body of the Utility Enterprise of said City, for value received, hereby promises to pay to the Registered Owner (specified above), or registered assigns, solely from the special funds provided therefor, as hereinafter set forth, the Principal Sum (specified above) or so much thereof as has been advanced by or on behalf of the Registered Owner, in lawful money of the United States of America, on the Maturity Date (specified above), with interest thereon from the Original Date (specified above), or the interest payment date to which interest has been paid next preceding the authentication date hereof, whichever is later, to the Maturity Date, except if redeemed prior thereto, at the per annum Interest Rate (specified above), payable semiannually on the first day of February and the first day of August of each year commencing on _____ __, 20___, or the first such date after the date hereof, whichever is later, in the manner provided herein. If upon presentation at maturity payment of the Principal Sum is not made as provided herein, interest continues at the Interest Rate until the Principal Sum is paid in full.

Bonds of this series maturing in the years _____ through _____ are not subject to optional redemption prior to their respective maturity dates. Bonds of this series maturing in the year _____ and thereafter are subject to optional redemption prior to their respective maturity dates, in whole or in part in inverse order of maturity and by lot within a maturity, on _____ 1, 20__, and on any interest payment date thereafter, at a price equal to the principal amount of each Series 2025 Bond so redeemed plus accrued interest thereon to the redemption date plus a premium expressed as a percentage of the principal amount of each Series 2025 Bond so redeemed, depending on the redemption date, as follows:

Redemption Dates	**Premiums**

Bonds of this series which are redeemable prior to their respective maturity dates may be redeemed in part if issued in denominations which are integral multiples of $5,000. In such case the Series 2025 Bond is to be surrendered in the manner provided for transfers of ownership. Upon payment of the redemption price the Registered Owner is to receive a new Series 2025 Bond or Bonds of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Series 2025 Bond surrendered.**]**

Notice of redemption of any Bonds of this series is to be given by the Paying Agent by sending a copy of such notice by certified or registered first-class postage prepaid mail, at least 30 days prior to the redemption date, to _____, _____, _____, the Original Purchase hereof, and to the registered owner of each of the Series 2025 Bonds being redeemed determined as of the close of business on the day preceding the first mailing of such

notice at the address appearing on the registration books of the City. Such notice is to specify the number or numbers of the Series 2025 Bonds to be redeemed, whether in whole or in part, and the date fixed for redemption, and is further to state that on the redemption date there will be due and payable upon each Series 2025 Bond or part thereof so to be redeemed the principal amount or part thereof plus accrued interest thereon to the redemption date plus any premium due and that from and after such date interest will cease to accrue. For so long as the Series 2025 Bonds are in book-entry form through The Depository Trust Company or its nominee, such notice may be given, in lieu of such mailing, by sending a copy thereof, by Federal Express or other nationally recognized overnight delivery service, or by electronic means, to The Depository Trust Company or its nominee. In addition, if the Series 2025 Bonds are in book-entry form, the paying agent is authorized to comply with any operational procedures and requirements of The Depository Trust Company relating to redemption of bonds and notice thereof. Failure to mail or send any notice as aforesaid or any defect in any notice so given with respect to any Series 2025 Bond does not affect the validity of the redemption proceedings with respect to any other Series 2025 Bond.

The principal of interest on and any premium due in connection with the redemption of this Series 2025 Bond are payable to the Registered Owner by UMB Bank, N.A., Denver, Colorado, or its successors, as Paying Agent. The principal and the final installment of interest are payable to the Registered Owner upon presentation and surrender of this Series 2025 Bond at maturity or upon prior redemption. Except as hereinbefore and hereinafter provided, the interest is payable to the Registered Owner determined as of the close of business on the regular record date, which is the fifteenth day of the calendar month next preceding the interest payment date, irrespective of any transfer of ownership hereof subsequent to the regular record date and prior to such interest payment date, by check or draft mailed to the Registered Owner at the address appearing on the registration books of the City maintained by UMB Bank, N.A., Denver, Colorado, or its successors, as Registrar. Any interest hereon not paid when due and any interest hereon accruing after maturity is payable to the Registered Owner determined as of the close of business on the special record date, which is to be fixed by the Paying Agent for such purpose, irrespective of any transfer of ownership of this Series 2025 Bond subsequent to such special record date and prior to the date fixed by the paying agent for the payment of such interest, by check or draft mailed as aforesaid. Notice of the special record date and of the date fixed for the payment of such interest is to be given by sending a copy thereof by certified or registered first-class postage prepaid mail, at least 10 days prior to the special record date, to _____, _____, _____, and to the registered owner of each Series 2025 Bond upon which interest will be paid determined as of the close of business on the day preceding such mailing, at the addresses appearing on the registration books of the City. Any premium is payable to the Registered Owner upon presentation and surrender of this Series 2025 Bond upon prior redemption. If the date for making or giving any payment, determination or notice described herein is not a Business Day, such payment, determination or notice is to be made or given on the next succeeding day, which is a Business Day.

Payment of the principal of, interest on and any premium due in connection with the redemption of this Series 2025 Bond is to be made solely from, and as security for such payment there are irrevocably (but not necessarily exclusively) pledged, pursuant to the Sewer System General Ordinance (the "General Ordinance") and the Series Ordinance pertaining to the Bonds of this Series (the "Series Ordinance"), as supplemented by the Final Terms Certificate (the "Final Terms Certificate") pursuant to which this Series 2025 Bond is delivered (the General Ordinance,

the Series Ordinance and the Final Terms Certificate being referred to collectively as the "Ordinances"), [two/a] special account[s], thereby identified as the Debt Service Account [and the Debt Service Reserve Account], into which the City Council, acting as the governing body of the Utility Enterprise of the City, has covenanted in the Ordinances to pay, from certain revenues derived from the operation and use of and otherwise pertaining to the Sewer System (the "System") of the City (the "Income") after provision is made only for the payment of all necessary and reasonable current expenses of operating, maintaining and repairing the System (such remaining revenues being referred to as the "Net Pledged Revenues"), sums sufficient to pay when due the principal of, interest on and any premium due in connection with the redemption of the Series 2025 Bonds and any parity securities payable from such revenues[, and to accumulate and maintain a specified reserve for such purposes]. In addition, the City may at its option augment such funds with any other monies of the City legally available for expenditure for the purposes thereof as provided in the Ordinances.

It is hereby recited, certified and warranted that for the payment of the principal of, interest on, and any premium due in connection with the redemption of this Series 2025 Bond, the City has created and will maintain said special funds and will deposit the Net Pledged Revenues therein, and out of said special funds, as an irrevocable charge thereon, will pay the principal of, interest on, and any premium due in connection with the redemption of this Series 2025 Bond in the manner provided by the Ordinances.

The Bonds of this issue are equitably and ratably secured by a lien on the Net Pledged Revenues, and such Bonds constitute an irrevocable and first lien, but not necessarily an exclusive first lien, upon the Net Pledged Revenues. Bonds and other obligations, in addition to the Bonds of this issue, subject to expressed conditions, may be issued and made payable from the Net Pledged Revenues having a lien thereon subordinate and junior to the lien of the Bonds of this issue or, subject to additional expressed conditions, having a lien thereon on a parity with the lien of such Bonds in accordance with the provisions of the Ordinances.

The City Council, acting as the governing body of the Utility Enterprise of the City, covenants and agrees with the Registered Owner hereof that it will keep and will perform all of the covenants of this Series 2025 Bond and of the Ordinances described below.

This Series 2025 Bond is authorized and issued for the purpose of defraying the cost of constructing and installing additions and improvements to the Sewer System of the City under the authority of and in full conformity with the Constitution of the State of Colorado, the City Charter, the City Code of the City, and all other applicable laws of the State of Colorado and pursuant to Ordinances, duly adopted, executed and delivered prior to the issuance of this Series 2025 Bond.

Reference is hereby made to the Ordinances for a description of the provisions, terms and conditions upon which the Bonds of this issue are issued and secured, including, without limitation, the nature and extent of the security for the Series 2025 Bonds, provisions with respect to the custody and application of the proceeds of the Series 2025 Bonds, the collection and disposition of the revenues and moneys charged with and pledged to the payment of the principal of, interest on, and any premium due in connection with the redemption of the Series 2025 Bonds, the terms and conditions on which the Series 2025 Bonds are issued, a description of the special funds referred to above and the nature and extent of the security and pledge afforded thereby for the

payment of the principal of, interest on, and any premium due in connection with the redemption of the Series 2025 Bonds, and the manner of enforcement of said pledge, as well as the rights, duties, immunities and obligations of the City and the members of its Council, acting as such and as the governing body of the Utility Enterprise of the City, and also the rights and remedies of the registered owners of the Series 2025 Bonds.

To the extent and in the respects permitted by the Ordinances, the provisions thereof, or any instrument amendatory thereof or supplemental thereto, may be modified or amended by action of the City Council of the City, taken in the manner and subject to the conditions and exceptions provided therein. The pledge of revenues and other obligations of the City and its Utility Enterprise under the Ordinances may be discharged at or prior to the maturity or prior redemption of the Series 2025 Bonds upon the making of provision for the payment of the Series 2025 Bonds on the terms and conditions set forth in the Ordinances.

It is hereby recited, certified and warranted that all the requirements of law have been fully complied with by the proper officers of the City and the Utility Enterprise of the City in the issuance of this Series 2025 Bond; that it is issued pursuant to and in strict conformity with the Constitution and all other laws of the State of Colorado, including the City Charter, the City Code and the Ordinances; that this Series 2025 Bond does not contravene any constitutional or statutory provision or limitation of the State of Colorado, or any provision or limitation of the City Charter; and that this Series 2025 Bond is issued under the authority of the Ordinances.

This Series 2025 Bond is issued pursuant to the Supplemental Public Securities Act, Part 2 of Article 57, Title 11, C.R.S., and this recital shall be conclusive evidence of the validity and the regularity of issuance of this Series 2025 Bond after its delivery for value.

This Series 2025 Bond is transferable only upon the registration books of the City by _____, _____, Colorado, or his, her or its successors, as transfer agent, at the request of the Registered Owner or such Owner's duly authorized attorney-in-fact or legal representative, upon surrender hereof together with a written instrument of transfer duly executed by the Registered Owner or such Owner's duly authorized attorney-in-fact or legal representative with guaranty of signature satisfactory to the transfer agent, containing written instructions as to the details of the transfer, along with the social security number or federal employer identification number of the transferee and, if the transferee is a trust, the names and social security numbers of the settlors and the beneficiaries of the trust. The transfer agent shall accept this Series 2025 Bond for registration or transfer only if the Registered Owner is to be an individual, a corporation, a partnership, a limited liability company, a limited liability partnership or a trust. The transfer agent is not required to transfer ownership of this Series 2025 Bond during the 15 days prior to the first mailing of any notice of redemption or to transfer ownership of any Series 2025 Bond selected for redemption on or after the date of such mailing. The Registered Owner may also exchange this Series 2025 Bond for another Series 2025 Bond or Bonds of authorized denominations. Transfers and exchanges are to be made at the expense of the transferor or exchanger, and the transfer agent may also require payment of a sum sufficient to defray any tax or other governmental charge that may hereafter be imposed in connection with any transfer or exchange of Series 2025 Bonds. No transfer of this Series 2025 Bond is to be effective until entered on the registration books of the City maintained by the registrar. In the case of every transfer or exchange, the registrar shall authenticate and the transfer agent shall deliver to the new registered owner a new Series 2025

Bond or Bonds of the same aggregate principal amount, maturing in the same year, and bearing interest at the same per annum rate as the Series 2025 Bond or Bonds surrendered. Such Series 2025 Bond or Bonds shall be dated as of their date of authentication. The City may deem and treat the person in whose name this Series 2025 Bond is last registered upon the books of the City as the absolute owner hereof for the purpose of receiving payment of the principal of, interest on, and any premium due in connection with the redemption of this Series 2025 Bond and for all other purposes, and all such payments so made to such owner or upon such owner's order will be valid and effective to satisfy and discharge the liability of the City upon this Series 2025 Bond to the extent of the sum or sums so paid, and the City will not be affected by any notice to the contrary.

This Series 2025 Bond is a special and limited obligation payable solely out of and secured by an irrevocable, but not necessarily exclusive, pledge of the Net Pledged Revenues, as more specifically provided in the Ordinances. This Series 2025 Bond does not constitute a debt or an indebtedness or a multiple-fiscal year debt or other financial obligation of the City within the meaning of any constitutional, charter or statutory provision or limitation. This Series 2025 Bond is not payable in whole or in part from the proceeds of general property taxes or any other form of taxation, and the full faith and credit of the City is not pledged for the payment of the principal of or interest on this Series 2025 Bond.

IN WITNESS WHEREOF, the City Council of the City of Aurora, Colorado, acting as the governing body of the Utility Enterprise of said City, has caused this Series 2025 Bond to be executed in its name and on its behalf with the facsimile signature of the Mayor of the City, to be sealed with the facsimile seal of the City, and to be signed and attested with the facsimile signature of the City Clerk of the City.

[SEAL]

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

By _____
Mayor, City of Aurora, Colorado

Attest:

By _____
City Clerk, City of Aurora, Colorado

CERTIFICATE OF AUTHENTICATION

This Series 2025 Bond is one of the Series 2025 Bonds issued pursuant to the Ordinances herein described. [Printed on the reverse hereof][Attached hereto] is the complete text of the opinion of bond counsel, a signed copy of which, dated the date of the first delivery of the Series 2025 Bonds herein described, is on file with the undersigned.

Dated: _____

UMB BANK, N.A., as registrar

By _____
_____, Authorized Signatory

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Series 2025 Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM	-	as tenants in common
TEN ENT	-	as tenants by the entireties
JT TEN	-	as joint tenants with the right of survivorship and not as tenants in common
UNIF GIFT MIN ACT	-	_____ Custodian _____ (Cust) (Minor)

under Uniform Gifts to Minors Act

_____
(State)

Additional abbreviations may also be used
though not on the above list.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned Registered Owner sells, assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

_____

_____

_____
(Name and Address of Assignee)

_____

the attached Series 2025 Bond and does hereby irrevocably constitute and appoint _____, _____, _____, or its successor, to transfer said Series 2025 Bond on the books kept for registration thereof.

Dated: _____

Signature guaranteed:

[BANK, TRUST COMPANY OR FIRM]

By _____
NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the attached Series 2025 Bond in every particular without alteration or enlargement or any change whatever.

TRANSFER FEE REQUIRED

[END OF FORM OF BOND]

Section 2.06. Series 2025 Bonds Equally Secured. The Series 2025 Bonds shall be secured by an irrevocable and first lien (but not necessarily an exclusive first lien) upon the Net Pledged Revenues to the full extent provided in Section 5.01 of the General Ordinance, which lien shall be binding and enforceable as provided therein. The covenants and agreements herein set forth to be performed on behalf of the City and the Enterprise shall be for the equal benefit, protection and security of the Owners of any and all of the Series 2025 Bonds, all of which, regardless of the time or times of their maturity, shall be of equal rank without preference, priority

or distinction of any of the Series 2025 Bonds over any other thereof, except as otherwise expressly provided in or pursuant to this Series Ordinance.

Section 2.07. Special Obligations. All of the Series 2025 Bonds, as to all Debt Service Requirements thereof, shall be payable solely out of the Net Pledged Revenues. The Owners of the Series 2025 Bonds may not look to the general fund or any other fund of the City for the payment of the Debt Service Requirements, except the special funds and accounts pledged therefor. The Series 2025 Bonds shall not constitute a debt or indebtedness or multiple-fiscal year debt or other financial obligation of the City within the meaning of any constitutional, Charter or statutory provision or limitation, and the Series 2025 Bonds shall not be considered or held to be general obligations of the City but shall constitute special and limited obligations of the City, acting by and through the Enterprise. The Series 2025 Bonds are not payable in whole or in part from the proceeds of general property taxes or any other form of taxation, and the full faith and credit of the City is not pledged for payment of the Series 2025 Bonds.

ARTICLE III

SPECIAL ACCOUNTS

The proceeds of the Series 2025 Bonds and the Income shall be deposited by the City in the accounts described in this Article III, to be accounted for in the manner and priority set forth in this Article III.

Neither the Purchaser nor any subsequent Owner of any Series 2025 Bonds shall be in any manner responsible for the application or disposal by the City or by any of its officers, agents or employees of the moneys derived from the sale of the Series 2025 Bonds or of any other moneys designated in this Article III.

Section 3.01. Series 2025 Debt Service Subaccounts. There are hereby established within the Debt Service Account a Series 2025 Interest Subaccount and a Series 2025 Principal Subaccount. The Series 2025 Interest Subaccount shall be used to account for funds of the Debt Service Account allocable to payments of interest on the Series 2025 Bonds, and the Series 2025 Principal Subaccount shall be used to account for funds of the Debt Service Account allocable to payments of principal of the Series 2025 Bonds. The funds in the Series 2025 Interest Subaccount and the Series 2025 Principal Account are hereby appropriated for such purposes.

Section 3.02. Series 2025 Construction Account. The net proceeds of the Series 2025 Bonds shall be held in the Series 2025 Construction Account and applied to the Project. Any funds remaining in such account after completion of the Project may be applied to other additions and improvements to the System or to the payment of principal of or interest on the Series 2025 Bonds or to any other lawful purpose of the City or the Enterprise. Upon the Completion Date any monies remaining in the Construction Account may applied to reduce the principal balance of the Series 2025 Bonds Outstanding and the schedule of principal payments may be adjusted accordingly, all as may be provided by Final Terms Certificate.

Section 3.03. Series 2025 Costs of Issuance Subaccount. The portion of the proceeds of the Series 2025 Bonds reasonably required to pay the costs of issuance thereof shall be deposited

in the Series 2025 Costs of Issuance Subaccount, which is hereby established within the Series 2025 Construction Account, and used, to the extent required, for the payment of Costs of Issuance of the Series 2025 Bonds, and to the extent of any excess, for any other Costs of the Series 2025 Capital Project.

Section 3.04. Series 2025 Debt Service Reserve Account. Pursuant to Section 3.04 of the General Ordinance, but only to the extent provided by Final Terms Certificate, there shall be established in connection with the Series 2025 Bonds a Debt Service Reserve Account to be known as the Series 2025 Debt Service Reserve Account. The Series Ordinance authorizing any Series of Additional First-Lien Revenue Obligations may provide that such Additional First-Lien Revenue Obligations are secured by the Series 2025 Debt Service Reserve Account as a common reserve on the same basis and subject to the same requirements as the Series 2025 Bonds, or may provide for a separate Debt Service Reserve Account for such Additional First-Lien Revenue Obligations. Subject to the payments required by Sections 3.02 and 3.03 of the General Ordinance and except as provided in Section 3.05 thereof, from the Net Pledged Revenues or the proceeds of the Series 2025 Bonds, or both, there shall be credited from time to time to the Series 2025 Debt Service Reserve Account moneys sufficient to accumulate and maintain the Series 2025 Debt Service Reserve Account at an amount at least equal to the Series 2025 Reserve Requirement. The dollar amount of the Series 2025 Reserve Requirement may be recalculated and reduced, but not increased, from time to time by the City as necessary to apply the Series 2025 Reserve Requirement to the remaining Debt Service Requirements of the Series 2025 Bonds; provided that the Series 2025 Reserve Requirement shall not be reduced to an amount less than the lesser of (a) the Maximum Annual Debt Service Requirements of the Series 2025 Bonds, or (b) 125% of the Average Annual Debt Service Requirements of the Series 2025 Bonds. The moneys required to be deposited to the Series 2025 Debt Service Reserve Account, excluding any investment earnings which may be transferred to the Series 2025 Excess Investment Earnings Account to be rebated to the federal government, shall be set aside, accumulated and, if necessary, reaccumulated from time to time and maintained as a continuing reserve to be used, except as otherwise expressly provided in the General Ordinance or this Series Ordinance, only to prevent deficiencies in payment of the Debt Service Requirements of the Series 2025 Bonds then Outstanding resulting from failure to deposit into the Debt Service Account sufficient funds to pay such Debt Service Requirements as the same become due, and such funds are hereby appropriated for such purpose. To the extent and in the manner permitted by the General Ordinance a surety bond or other instrument issued by Credit Facility Provider may be used in lieu of cash to satisfy the Series 2025 Reserve Requirement. The amount of the Series 2025 Reserve Requirement and any other necessary details in connection with the Series 2025 Debt Service Reserve Account shall be determined by Final Terms Certificate.

Section 3.05. Series 2025 Excess Investment Earnings Account. The Director of Finance shall transfer into and pay from the Series 2025 Excess Investment Earnings Account hereby created within the Wastewater Fund the amount of required arbitrage rebate, if any, due to the federal government pursuant to Section 148(f)(2) of the Tax Code, and the applicable Treasury regulations (the "Regulations") promulgated thereunder. The Director of Finance shall determine such amounts in the manner required by said sections and related regulations and Section 4.01(f) hereof. Transfer of the required arbitrage rebate amounts shall be made from the Series 2025 Construction Account, the Debt Service Account and the Series 2025 Debt Service Reserve Account; provided, however, that required arbitrage rebate payments shall be made to the federal

government from legally available funds regardless of whether there are any remaining proceeds or other funds attributable to the Series 2025 Bonds that are available for the purpose.

All amounts in the Series 2025 Excess Investment Earnings Account, including income earned from investment thereof, shall be held by the Director of Finance free and clear of any lien created by this Series Ordinance, and the Director of Finance shall remit the same to the federal government from time to time as provided in Section 4.01(f) hereof; provided that any amounts remaining in the Series 2025 Excess Investment Earnings Account after payment of, or in excess of, all arbitrage rebate payments reasonably expected to be due in connection with the Series 2025 Bonds shall be available for any lawful purpose of the Enterprise or the City. The amounts, if any, in the Series 2025 Excess Investment Earnings Account are hereby appropriated for such purposes.

Section 3.06. Reborrowing. Any reborrowing of previously paid principal shall be subject to the same provisions and limitations hereunder as other Series 2025 Bonds and shall be conditioned upon the receipt by each Registered Owner of an opinion of Bond Counsel to the effect that interest accruing on the reborrowed amount shall have the same treatment for federal and Colorado income tax purposes as interest on all other Series 2025 Bonds.

ARTICLE IV

SERIES 2025 COVENANTS

Section 4.01. Federal Income Tax Covenants. In addition to the various covenants made by it in the General Ordinance, the City covenants to and for the benefit of the Owners of the Series 2025 Bonds as follows:

(a) ***General***. The City intends that the interest on the Series 2025 Bonds shall be excludable from gross income for federal income tax purposes pursuant to Sections 103 and 141 through 150 of the Tax Code, and Regulations. The City covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would cause the interest on the Series 2025 Bonds to be includable in gross income, as defined in Section 61 of the Tax Code, for federal income tax purposes. In particular, the City covenants and agrees to comply with each requirement of this Section 4.01; provided, however, that the City shall not be required to comply with any particular requirement of this Section 4.01 if the City has received an opinion of nationally recognized bond counsel ("Counsel's Opinion") that such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Series 2025 Bonds or if the City has received a Counsel's Opinion to the effect that compliance with some other requirement set forth in this Section 4.01 will satisfy the applicable requirements of the Tax Code and the Regulations, in which case compliance with such other requirement specified in such Counsel's opinion shall constitute compliance with the corresponding requirement specified in this Section 4.01.

(b) ***No Private Use or Payment and No Private Loan Financing***. The City covenants and agrees that it will make such use of the proceeds of the Series 2025 Bonds including interest or other investment income derived from Series 2025 Bond proceeds, regulate the use of property financed, directly or indirectly, with such proceeds, and take

such other and further action as may be required so that the Series 2025 Bonds will not be "private activity bonds" or be deemed to finance any "private loan" within the meaning of the Tax Code and the Regulations promulgated thereunder. Moreover, the City shall certify, through an authorized officer, employee or agent that based upon all facts and estimates known or reasonably expected to be in existence on the date the Series 2025 Bonds are delivered, that the proceeds of the Series 2025 Bonds will not be used in a manner that would cause the Series 2025 Bonds to be "private activity bonds" within the meaning of Section 141 of the Tax Code and the Regulations promulgated thereunder.

(c) ***No Federal Guarantee***. The City covenants and agrees that it has not taken and will not take any action, and has not knowingly omitted and will not knowingly omit to take any action, within its control, that, if taken or omitted, respectively, would cause the Series 2025 Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Tax Code and the applicable Regulations thereunder, except as permitted by Section 149(b)(3) of the Tax Code and such Regulations.

(d) ***No Hedge Bonds***. The City covenants and agrees that it has not taken and will not take any action, and has not knowingly omitted and will not knowingly omit to take any action, within its control, that, if taken or omitted, respectively, would cause the Series 2025 Bonds to be "hedge bonds" within the meaning of Section 149(g) of the Tax Code and the applicable Regulations thereunder.

(e) ***No Arbitrage***. The City covenants and agrees that it will make such use of the proceeds of the Series 2025 Bonds including interest or other investment income derived from Series 2025 Bond proceeds, regulate investments of proceeds of the Series 2025 Bonds, and take such other and further action as may be required so that the Series 2025 Bonds will not be "arbitrage bonds" within the meaning of Section 148(a) of the Tax Code and the applicable Regulations promulgated thereunder. Moreover, the City shall certify, through an authorized officer, employee or agent that based upon all facts and estimates known or reasonably expected to be in existence on the date the Series 2025 Bonds are delivered, the City will reasonably expect that the proceeds of the Series 2025 Bonds will not be used in a manner that would cause the Series 2025 Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Tax Code and the applicable Regulations promulgated thereunder.

(f) ***Arbitrage Rebate***. If the City does not qualify for an exception to the requirements of Section 148(f) of the Tax Code relating to the required rebate to the United States of America, the City will take all necessary steps to comply with the requirement that certain amounts earned by the City on the investment of the "gross proceeds" of the Series 2025 Bonds (within the meaning of Section 148(f)(6)(B) of the Tax Code), be rebated to the federal government. Specifically, the City will (i) maintain records regarding the investment of the gross proceeds of the Series 2025 Bonds as may be required to calculate the amount earned on the investment of the gross proceeds of the Series 2025 Bonds separately from records of amounts on deposit in the funds and accounts of the City allocable to other bond issues of the City or moneys which do not represent gross proceeds of any bonds of the City; (ii) calculate at such times as are required by applicable Regulations, the amount earned from the investment of the gross proceeds of the Series

2025 Bonds which is required to be rebated to the federal government; and (iii) pay, not less often than every fifth anniversary date of the delivery of the Series 2025 Bonds or on such other dates as may be permitted under applicable Regulations, all amounts required to be rebated to the federal government. Further, the City will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Series 2025 Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm's length and had the yield on the issue not been relevant to either party.

(g) ***Information Reporting***. The City covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the fifteenth day of the second calendar month after the close of the calendar quarter in which the Series 2025 Bonds are issued, an information statement concerning the Series 2025 Bonds, all under and in accordance with Section 149(e) of the Tax Code and the applicable Regulations promulgated thereunder.

(h) ***Continuing Obligation***. Notwithstanding any other provision of this Series Ordinance, the City's obligations under the covenants and provisions of this Section 4.01 shall survive the defeasance and discharge of the Series 2025 Bonds.

Section 4.02. Rate Maintenance; Rate Study Requirement. Notwithstanding anything in this Ordinance or the General Ordinance, so long as the Net Pledged Revenues in any calendar year are sufficient to pay at least 100% of the Combined Annual Debt Service Requirements of all Outstanding First-Lien Revenue Obligations and 100% of the Combined Annual Debt Service Requirements of all Outstanding Subordinate Revenue Obligations, the failure to meet the rate maintenance requirements of Section 6.01 of the General Ordinance in such calendar year shall not constitute an Event of Default, so long as the City shall, within 180 days after the end of such calendar year, promptly retain and cause an Independent Accountant or a Consulting Engineer, as such terms are defined in the General Ordinance, to prepare a rate study for the purpose of recommending a schedule of rates, fees and changes for the use of the System which in the opinion of the firm conducting the study will be sufficient to provide Income to be collected in the next succeeding calendar year which will allow compliance with such rate maintenance requirements. The City shall, within three (3) months of receipt of such study, and in any event before the end of the calendar year, adopt rates, fees and charges for the use of the System, based upon the recommendations contained in such study, which will provide compliance with such rate maintenance requirements in the next succeeding calendar year.

ARTICLE V

MISCELLANEOUS

Section 5.01. Enterprise Status. The City represents that the Enterprise is currently qualified as an "enterprise" for purposes of Article X, Section 20 of the constitution and covenants that it will cause the Enterprise to maintain such status during the current fiscal year.

Section 5.02. Sale of Series 2025 Bonds. The Series 2025 Bonds shall be Publicly Offered at competitive sale at a price, to be determined by a Final Terms Certificate, not less than 100% of their principal amount plus accrued interest to the date of their delivery to the Purchaser. The Series 2025 Bonds shall be Publicly Offered with an Official Statement. The Mayor and the Clerk, on behalf of the Enterprise, are authorized pursuant to this Series Ordinance and a Final Terms Certificate to take all such actions as reasonably required for the purpose of specifying the terms and conditions of sale of the Series 2025 Bonds and effecting their delivery to the Purchaser.

Section 5.03. Character of Agreement. None of the covenants, agreements, representations or warranties contained herein or in the Series 2025 Bonds shall ever impose or shall be construed as imposing any liability, obligation or charge against the City (except for the special funds pledged therefor) or against the general credit of the City payable out of its general funds or out of any funds derived from its general property taxes.

Section 5.04. No Pledge of Property. The payment of the Series 2025 Bonds is not secured by an encumbrance, mortgage or other pledge of property of the City except for the Net Pledged Revenues and other funds expressly pledged hereunder. No property of the City, subject to such exception with respect to the Net Pledged Revenues and other funds, as provided herein and in the General Ordinance, shall be liable to be forfeited or taken in payment of the Series 2025 Bonds.

Section 5.05. Delegated Duties. The officers of the City are hereby authorized and directed to enter into such agreements and take all action necessary or appropriate to effectuate the provisions of this Series Ordinance and to comply with the requirements of law, including, without limitation:

(a) ***Preparation of Series 2025 Bonds***. The preparation of the Series 2025 Bonds, including the printing upon or attachment to each such Bond of a copy of the approving legal opinion of bond counsel, duly certified by the Registrar, and, if necessary or desirable pending delivery of printed Series 2025 Bonds, the preparation of one or more temporary typewritten Series 2025 Bonds in an aggregate principal amount equal to that of the Series 2025 Bonds, otherwise in substantially the same form and bearing the same terms, to be delivered to the Purchaser and thereafter to be exchanged by the Purchaser for printed Bonds when the same are received by the City;

(b) ***Execution, Registration and Delivery of Series 2025 Bonds***. The execution and registration of the Series 2025 Bonds and the delivery of the Series 2025 Bonds to the Purchaser pursuant to the provisions of this Series Ordinance;

(c) ***Information***. The assembly and dissemination of financial and other information concerning the City and the Series 2025 Bonds;

(d) ***Official Statement and Continuing Disclosure Undertaking***. The preparation of an Official Statement for the use of prospective buyers of the Series 2025 Bonds, including, without limitation, the Purchaser, and in connection therewith, the delivery and performance of the Continuing Disclosure Undertaking; and

(e) ***Related or Ancillary Documents; Closing Certificates***. The execution of any related or ancillary documents as provided by Final Terms Certificate, to the extent not inconsistent with this Ordinance or necessary to effectuate the transactions authorized hereby, together with such certificates as may be reasonably required by the Purchaser, relating, inter alia, to:

(i) the signing of the Series 2025 Bonds;

(ii) the tenure and identity of the officials of the City;

(iii) if in accordance with fact, the absence of litigation, pending or threatened, affecting the validity of the Series 2025 Bonds;

(iv) the excludability of interest on the Series 2025 Bonds from gross income for federal income tax purposes and the exemption of such interest from State income tax;

(v) the delivery of the Series 2025 Bonds and the receipt of the Series 2025 Bond purchase price; and

(vi) the accuracy and adequacy of information provided in the Official Statement, if any, prepared for prospective buyers of Publicly Offered Series 2025 Bonds.

Section 5.06. Successors. Whenever herein the City is named or is referred to, such provision shall be deemed to include any successors of the City, whether so expressed or not. All of the covenants, stipulations, obligations and agreements by or on behalf of and other provisions for the benefit of the City contained herein shall bind and inure to the benefit of any officer, board, district, commission, authority, agency, instrumentality or other Person or Persons to whom or to which there shall be transferred by or in accordance with law any right, power or duty of the City or of its respective successors, if any, the possession of which is necessary or appropriate in order to comply with any such covenants, stipulations, obligations, agreements or other provisions hereof.

Section 5.07. Rights and Immunities. Except as herein otherwise expressly provided, nothing herein expressed or implied is intended or shall be construed to confer upon or to give to any Person, other than the City, and the Owners from time to time of the Series 2025 Bonds, any right, remedy or claim under or by reason hereof or any covenant, condition or stipulation hereof. All of the covenants, stipulations, promises and agreements herein contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, and any Owner of any of the Series 2025 Bonds.

No recourse shall be had for the payment of the Debt Service Requirements of the Series 2025 Bonds or for any claim based thereon or otherwise upon this Series Ordinance authorizing their issuance or any other ordinance or instrument pertaining thereto, against any individual member of the Council, or any officer or other agent of the City, past, present or future, either directly or indirectly through the City, or otherwise, whether by virtue of any constitution, statute or rule of law or by the enforcement of any penalty or otherwise, all such liability, if any, being by

the acceptance of the Series 2025 Bonds and as a part of the consideration of their issuance specially waived and released.

Section 5.08. Ratification. All action not inconsistent with the provisions of this Series Ordinance heretofore taken by the City or its officers, and otherwise by the City directed toward the Series 2025 Capital Project, the adoption of this Ordinance or the issuance of the Series 2025 Bonds for the purposes described herein is hereby ratified, approved and confirmed.

Section 5.09. Facsimile Signatures. Pursuant to the Uniform Facsimile Signature of public Officials Act, Part 1, Article 55, Title 11, C.R.S., as amended, the Mayor and the City Clerk shall forthwith, and in any event prior to the time the Series 2025 Bonds are delivered to the Purchaser, file with the Colorado Secretary of State their manual signatures certified by them under oath.

Section 5.10. Ordinance Irrepealable. This Series Ordinance is, and shall constitute, a legislative measure of the City and after any of the Series 2025 Bonds are issued, this Series Ordinance shall constitute an irrevocable contract between the City and the Owner or Owners of the Series 2025 Bonds; and this Series Ordinance, if any Series 2025 Bonds are in fact issued, shall be and shall remain irrepealable until the Series 2025 Bonds, as to all Debt Service Requirements, shall be fully paid, cancelled and discharged, as herein provided.

Section 5.11. Repealer. All ordinances, resolutions, bylaws, orders, and other instruments, or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance, resolution, bylaw, order, or other instrument, or part thereof, heretofore repealed.

Section 5.12. Severability. If any section, paragraph, clause or other provision of this Series Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability thereof shall not affect any of the remaining sections, paragraphs, clauses or provisions of this Series Ordinance.

Section 5.13. Effective Date; Expiration. This Series Ordinance shall take effect 30 days after publication following final passage. This Series Ordinance shall expire to the extent that the Series 2025 Bonds authorized herein are not issued by December 31, 2025.

Section 5.14. Publication by Reference. Pursuant to Section 5-5 of the Charter of the City and the City Code, this Series Ordinance may be published either in full or in summary form.

Section 5.15. Disposition of Ordinance. This Series Ordinance, immediately on its final passage, shall be numbered and recorded in the Book of Ordinances kept for that purpose, authenticated by the signatures of the Mayor and Clerk, and shall be published as required by law.

INTRODUCED, READ AND ORDERED PUBLISHED this ___ day of _____, 2025.

PASSED AND ORDERED PUBLISHED BY REFERENCE this ___ day of _____, 2025.

[SEAL]

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

By _____
MIKE COFFMAN, Mayor

Attest:

By _____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Hanosky Hernandez HK
Hanosky Hernandez, Senior Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: DUAL LISTING: 2025 IT Lease Purchase Authority
Item Initiator: Scott Newman, Chief Information Officer
Staff Source/Legal Source: Scott Newman, Chief Information Officer / Hanosky Hernandez, Sr. 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: 4/7/2025

Regular Meeting: 4/21/2025

2nd Regular Meeting (if applicable): 5/5/2025

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)

Scott Newman, Chief Information Officer / Hanosky Hernandez, Senior Assistant City Attorney
Estimated time: 5 mins

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 4/3/2025

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

☒ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

This item was reviewed with the Management & Finance Policy Committee on 4/3/2025. The Committee agreed with staff's request to advance this item to Study Session for further consideration.

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

The Information Technology Department has the need to procure both tangible and intangible technology assets to support existing city operations, modernize existing capabilities, and develop and deploy new digital services for the community and city departments. Some of these procurements may utilize lease purchasing agreements. Working with the Finance Department, City Legal, and outside bond counsel, it was recommended an ordinance be established to authorize IT to enter such lease purchase agreements on an annual basis. By doing so, the ordinance clearly defines the authority granted to Information Technology to make lease purchases for technology. In addition, the ordinance will satisfy IRS requirements related to the utilization of tax-exempt financing on any equipment paid for, over time, through lease purchase or other borrowing alternatives.

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.)

Any technology assets procured through lease purchase agreements wil be funded as appropriated through the annual budget process formally adopted by City Council.

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.)

All anticipated work will be programmed and scheduled against the overall IT Project Portfolio.

QUESTIONS FOR COUNCIL

Does the Council wish to advance this item to Regular Session for further consideration?

LEGAL COMMENTS

The City of Aurora is authorized to enter into long-term or short-term rental or leasehold agreements in order to provide necessary land, buildings, equipment, and other property for governmental or proprietary purposes, which agreements may include an option to purchase and acquire title to such leased or rented property, and may have a term, at the discretion of the City, in excess of 30 years. See, Sec. 31-15-801, C.R.S. & City Code Sec. 2-683. Any use of lease-purchase financing by the City shall be approved by ordinance. City Charter Art. 5-3. (Hernandez)

CITY OF AURORA
Late Submission Approval for Agenda Item

Item Title: 2025 ORDINANCE – IT Lease Purchase Authority
Item Initiator: Scott Newman, Chief Information Officer
Staff Source/Legal Source: Scott Newman, Chief Information Officer / Hanosky Hernandez, Sr. Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

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

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COUNCIL MEETING DATES FOR LATE SUBMISSION:

Study Session: 4/7/2025

Regular Meeting: 4/21/2025

EXPLANATION: *(Please provide a detailed explanation as to why the item falls into one or more of the above criteria and why it may not be set for a future meeting date.)*

The existing and upcoming tariffs are creating extreme volatility in the technology market. The providers and resellers we work with have notified us that pricing will increase anywhere from 15% to 25%, and in some cases those price increases have already taken effect.

The network equipment that experienced a several day failure in August 2024 is still in use and it is critical to City operations this equipment be replaced. We are negotiating a lease purchase with one of our providers to procure the replacement equipment. The provider is holding the previous offered pricing, but the IT Lease Authority ordinance needs to be in effect before we can enter that lease. Moving this item forward quicker will allow us to secure the better pricing.

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.

Scott Newman	Roberto Venegas
Agenda Item Initiator Name	Late Submission Approver Name (Deputy City Manager)
Agenda Item Initiator Signature — 04-01-2025	Late Submission Approver Signature — 4/1/25
Date	Date

ORDINANCE NO. 2025-____

A BILL

FOR AN ORDINANCE AUTHORIZING THE CHIEF INFORMATION TECHNOLOGY OFFICER TO ACQUIRE CERTAIN TANGIBLE AND INTANGIBLE INFORMATION TECHNOLOGY PROPERTY, EITHER BY PURCHASE OR PURSUANT TO THE TERMS OF LEASE-PURCHASE AGREEMENTS TO BE ENTERED INTO BETWEEN THE CITY, AS LESSEE, AND LEASE INVESTORS, VENDORS OR THE AURORA CAPITAL LEASING CORPORATION, EACH AS LESSOR, AUTHORIZING OFFICIALS OF THE CITY TO TAKE ALL ACTION NECESSARY TO CARRY OUT THE TRANSACTIONS CONTEMPLATED HEREBY

WHEREAS, the City of Aurora, Colorado, (the "City"), is a home rule municipality, organized and existing under and by virtue of Article XX, Section 6 of the Colorado Constitution; and

WHEREAS, the City is authorized pursuant to Section 31-15-801 C.R.S., as amended, the City's home rule powers, and Section 2-683 of the Aurora City Code, to enter into long-term or short-term rental or leasehold agreements in order to provide necessary land, buildings, equipment, and other property for governmental or proprietary purposes, which agreements may include an option to purchase and acquire title to such leased or rented property, and may have a term, at the discretion of the City, in excess of 30 years; and

WHEREAS, The City Council, (the "Council") has appropriated sufficient funds for the acquisition of information technology hardware, software, licenses, and related items for use in the City's information technology infrastructure and systems; and

WHEREAS, the City's Chief Information Officer (the "CIO") is charged with the responsibility to equip, maintain, and supervise the operations and provide for the security of the City's information technology assets; and

WHEREAS, it is in the best interests of the City and its inhabitants to provide the CIO with sufficient authority and resources to carry out such responsibility in the most expeditious and efficient manner; and

WHEREAS, information technology is a rapidly developing field in which new and improved hardware and software are constantly being developed, particularly for the purpose of improving operations or protecting against security risks; and

WHEREAS, the Council intends to provide the CIO with all practicable means of improving and protecting the City's information technology assets and the data kept thereon, including, without limitation, the means to respond promptly to emergencies; and

WHEREAS, because of the wide variety of information technology products, services, pricing and financing terms available, the responsibilities of the CIO include identifying which combinations of property and financing will best serve the needs of the City; and

WHEREAS, the CIO is in the best position to evaluate the necessity and capabilities of information technology products, including whether advantageous financing is available for particular items; and

WHEREAS, in order to provide for the information technology needs of the City, the Council hereby determines that it is necessary and in the best interests of the City and its citizens to authorize the CIO, on a case-by-case basis, to undertake either the purchase or lease-purchase financing of information technology hardware, software or any other need for use by the City, on whatever terms the CIO finds to be most advantageous to the City;

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

Section 1. *Ratification of Actions*. All actions heretofore taken, not inconsistent with the provisions of this Ordinance, by the Council or the officers of the City, directed toward the acquisition of information technology property in the manner described herein are hereby ratified, approved, and confirmed.

Section 2. *Information Technology needs*. The CIO is hereby authorized, to select, as needed, and arrange for the acquisition of any reasonably required information technology property, including all equipment, software, warranties, and service contracts accessory thereto and/or associated therewith, and to finance its acquisition either (a) by purchase outright with appropriated funds, or (b) if the CIO certifies in writing that it is necessary or desirable to obtain lease-purchase financing and that the proposed rentals do not exceed a reasonable amount for comparable property, by entering into a lease-purchase agreement having the terms and made subject to the limitations provided in this Ordinance.

Section 3. *Maximum Amounts; Interest Rates; Terms*. The sum of (a) the total cost of information technology property purchased during the authorization period stated in this ordinance with appropriated cash and (b) the capital cost of all information technology property financed during such fiscal year with lease-purchase financing shall not exceed the amounts appropriated by the Council for the acquisition of technology, and reflected in the City's budget filed with the City clerk and in custody of the Budget Department. In the case of any lease-purchase agreement, the interest component of rental payments to be made by the City shall accrue at a rate not to exceed five percent (5%) per annum, and the term of any lease-purchase agreement entered into hereunder shall not exceed the lesser of the estimated useful life of the financed property or eighty-four (84) months. Rental payments may be made annually, semi-annually, or at any other convenient interval approved by the Director of Finance or the Treasurer. Any lease-purchase agreement proposed to be entered into shall, prior to its execution, be subject to review by the City Attorney, who may, but shall not be required to, obtain the services of outside bond counsel, and review and approval by the Director of Finance or the Treasurer or their respective delegates, in each case for consistency with this Ordinance.

Section 4. *Findings; Authorizations*. The Council hereby finds and determines, pursuant to the City's home rule powers and the laws of the State of Colorado, that the acquisition of the information technology property as authorized hereby is necessary, convenient,

and in furtherance of the governmental purposes of the City and in the best interests of the City and its citizens; and the Council hereby authorizes such acquisition.

Section 5. *Additional Documents*. The City Clerk is hereby authorized and directed to attest to all signatures and acts of any official of the City in connection with the matters authorized by this Ordinance. The Mayor, the City Manager, the CIO, the Director of Finance and the Treasurer (collectively, the "Authorized Officers") are each authorized, upon the delivery of the CIO's certificate pursuant to Section 2 hereof and satisfaction of the other conditions provided in this Ordinance, to execute and deliver for and on behalf of the City the lease purchase agreements and any and all additional certificates, documents and other papers, including without limitation, any documents necessary to support the tax treatment of the interest component of rentals under any lease purchase agreement, and to perform all other acts that they may deem necessary or appropriate in order to implement and carry out the transactions and other matters authorized by this Ordinance.

Section 6. *No General Obligation or Other Indebtedness*. The obligation of the City to make rental payments under each lease purchase agreement shall be subject to annual appropriation by the Council and constitutes an undertaking of the City to make current expenditures. Such payments shall be subject to termination and nonrenewal by the City in accordance with the provisions of each such lease purchase agreement. No provision of this Ordinance or any transaction hereunder shall be construed as constituting or giving rise to a general obligation or other indebtedness or multiple fiscal year financial obligation of the City within the meaning of any home rule, constitutional or statutory debt limitation nor a mandatory charge or requirement against the City in any ensuing fiscal year beyond the current fiscal year.

Section 7. *Expression of Need*. The City hereby declares its current and anticipated need for information technology property. It is hereby declared to be the present intention and expectation of the Council that each lease purchase agreement authorized hereunder will be renewed annually until title to all of the property leased thereby is acquired by the City; but this declaration shall not be construed as contractually obligating or otherwise binding the City.

Section 8. *Reasonable Rentals*. The Council hereby determines and declares that, after execution and delivery of each lease purchase agreement, provided such lease purchase agreement is entered into within the maximum amount, interest accrual and other terms authorized by this Ordinance, the rental payments due thereunder will represent the fair value of the use of the property leased thereby and the purchase price, as defined therein, will represent, as of any date upon which the City may exercise its option to purchase such property, the fair purchase price thereof. The Council further hereby determines and declares that, after the execution and delivery of each lease purchase agreement in compliance with this Ordinance, the rental payments due thereunder will not exceed a reasonable amount so as to place the City under an economic or practical compulsion to renew the lease or to exercise its option to purchase the property subject to the lease. In making such determinations, the Council has given consideration to the cost of acquiring and installing the property, the uses and purposes for which the property will be employed by the City, the benefit to the citizens of the City by reason of the acquisition and use of the property pursuant to the terms and provisions of each lease purchase agreement, the City's option to purchase the property, the special expertise of the CIO expected to be exercised in selecting and financing such property, and the expected eventual vesting of

title to, or other indicia of ownership of, the property in the City. The Council hereby determines and declares that, after execution and delivery of each lease purchase agreement, the maximum duration of the portion of the Lease allocable to any item of property separately identified in the payment schedule appended thereto will not exceed the weighted average useful life of such item of property.

Section 9. *Operating Leases Not Affected.* The cash or lease purchase financing options authorized herein are not intended to be exclusive, and nothing herein limits any existing authority of the City or the CIO to arrange temporary operating leases (i.e., leases which do not provide for the transfer of title to the leased property at the end of their term) of real or personal property for the storage, use or operation of information technology assets.

Section 10. *Confirmation of Prior Acts*. All prior acts and doings of the officials, agents and employees of the City which are in conformity with the purpose and intent of this Ordinance and in furtherance of the acquisition of information technology property are in all respects ratified, approved and confirmed.

Section 11. *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 12. *Repealer*. All acts, orders, resolutions, ordinances, or parts thereof, in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

Section 13. *Publication*. Pursuant to Section 5-5 of the City Charter, the second publication of this ordinance shall be by reference, utilizing the ordinance title. Copies of this ordinance are available at the office of the City Clerk.

INTRODUCED, READ AND ORDERED PUBLISHED this ____ day of _____, 2025.

PASSED AND ORDERED PUBLISHED this _____day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

Hanosky Hernandez
_____
HANOSKY HERNANDEZ, Sr. Assistant City Attorney

CITY OF AURORA

Late Submission Approval for Agenda Item

Item Title: Unified Development Ordinance (UDO) Text Amendment- New Sign Category, City Property Signs (Ordinance)
Item Initiator: Brandon Cammarata, Manager, Planning and Business Development
Staff Source/Legal Source: Brandon Cammarata, Manager, Planning and Business Development / Lena McClelland, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 4.0--Create a superior quality of life for residents making the city a desirable place to live and work

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

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

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

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

COUNCIL MEETING DATES FOR LATE SUBMISSION:

Study Session: 3/10/2025

Regular Meeting: 3/24/2025

EXPLANATION: *(Please provide a detailed explanation as to why the item falls into one or more of the above criteria and why it may not be set for a future meeting date.)*

I was under the impression that a study session was not needed for this project due to the extensive discussion already occurring recently with the adoption of the related resolution, etc. Also, with the compressed time frame to get through both the Planning Commission and City Council per City request, my understanding was we were going to skip the study session to facilitate that timeline.

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.

_____Brandon Cammarata_____	_____Laura Perry_____
Agenda Item Initiator Name	Late Submission Approver Name (Council Appointee or DCM)
	
_____	_____3/4/25
Agenda Item Initiator Signature Date	Late Submission Approver Signature Date

CITY OF AURORA
Council Agenda Commentary

Item Title: Unified Development Ordinance (UDO) Text Amendment- New Sign Category, City Property Signs (Ordinance)
Item Initiator: Brandon Cammarata, Manager, Planning and Business Development
Staff Source/Legal Source: Brandon Cammarata, Manager, Planning and Business Development / Lena McClelland, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Economically Strong: Building a conducive development climate, a diverse mix of industries and housing options, and fostering economic growth so that our community thrives and remains resilient.

COUNCIL MEETING DATES:

Study Session: 3/10/2025

Regular Meeting: 3/24/2025

2nd Regular Meeting (if applicable): 4/7/2025

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)

Brandon Cammarata, Manager, 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 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: Planning and Zoning Commission

Policy Committee Date: 2/26/2025

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.)*

A public hearing was held at the Planning and Zoning Commission on February 26, 2024 and the commission recommended approval unanimously (5-0).

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

The Planning and Business Development Department recommends amending the zoning code within the Unified Development Ordinance (UDO) to allow a new category of sign, "City Property Signs." The proposal would add UDO Subsection 146-4.10.16 to enable this category of signs. The purpose of this category of signs, as described in the proposed definition, is to allow signage on city-owned property, regardless of zone district, that "advertises or directs attention to a business, profession, commodity, entertainment, service, religious, charitable or non-profit organization, or an activity, product, good, or service that is not located upon or available upon the premises where the sign is located" functioning like a billboard. The signage would only be allowed with the city's permission and at the city's prerogative as a landowner. Design elements of signs are regulated in UDO Section 146-4.10. Generally, the sign code specifies the types, quantities, and dimensional aspects, including square footage, height, and minimum setbacks. This new category of signage is an addition to those currently permitted. This ordinance proposal would permit "City Property Signs" up to 280 square feet and 25 feet tall, which can be 100% electronic message centers (EMC). Please note that if a sign has two or more display faces, the area of all faces will be included in determining the sign's total area. The code proposal also replicates technical criteria from the current EMC section of the sign code, limiting the frequency of message changes to no less than every eight seconds and addressing other technical criteria related to the sign's brightness. Additionally, the proposal mandates a minimum separation of 600 feet between "City Property Signs." The proposed Ordinance Text Amendment complies with the approval criteria for the following reasons: The limited nature of the proposal is not anticipated to create a cluttered sign appearance on the major streets (ref. Authentic Aurora, page 97). The proposal may contribute to the promotion economic growth and is not anticipated to create material risks to public health, safety, and welfare.

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 a Unified Development Ordinance text amendment to add a new category of signs to be call "City property signs"

LEGAL COMMENTS

The City Council is the governing body of the City and has the authority to approve amendments to the text of the UDO. (UDO §146-5.1.1.A)
The City Council shall conduct a public hearing on the application. (UDO §146-5.4.1.C.2.c)
Amendments to the text of the UDO shall only be approved if City Council finds that the proposed amendment is consistent with the spirit and intent of the Comprehensive Plan and with other policies and plans adopted by the City Council; and (a) the text amendment is required because of changed conditions or circumstances in all or a portion of the City; or (b) the text amendment is required to address a new or unforeseen threat to the public health, safety, and welfare; or (c) the text amendment is required to promote economic growth and investment that will not create material risks to the public health, safety, and welfare. (UDO §146-5.4.1.C.3.b.i) (McClelland)

ORDINANCE NO. 2025-

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS 146-4.10.13 AND 146-6.2.S AND ADDING SECTION 146-4.10.16 OF THE UNIFIED DEVELOPMENT ORDINANCE PERTAINING TO SIGNS

WHEREAS, Section 146-5.4.1.C.3 of the Uniform Development Ordinance provides that all applications for ordinance text amendments shall be presented for a public hearing, both to the Planning and Zoning Commission, who shall render a recommendation to City Council, and to the City Council for final decision; and

WHEREAS, on February 26, 2025, following a public hearing, the Planning and Zoning Commission voted to recommend the ordinance text amendment to City Council.

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

Section 1. Section 146-4.10.13 of the Unified Development Ordinance of the City of Aurora, Colorado, is hereby amended as follows:

4.10.13. OFF-PREMISES SIGNS.

Off-premises signs, including billboards, shall be permitted in the I-2 district, within 1,000 feet of a highway in commercial and industrial areas, provided that they comply with the standards in this Section 146-4.10.13.

A. *Signs Permitted.* Ground Signs are permitted if they comply with the following standards:

1. One off-premises ground sign provided that not sign shall be less than 600 feet from another off-premises ground sign.

2. Maximum sign area shall not exceed 100 square feet per side for double-faced signs.

3. Maximum sign area shall not exceed 200 square feet for single-faced signs.

4. Maximum height shall not exceed 25 feet.

5. If abutting residential use or district, the sign shall not be illuminated between the hours of 11:00 p.m. and 6:00 a.m.

B. *Authorization.* Written permission from the property owner on which the sign is to be erected must accompany the original application and any renewal application.

C. *Visibility.* No sign shall be allowed to be visible from any freeway, interstate highway, or residential zone districts.

D. *Site Plan Exists.* Where a sign is to be located on a property that has an approved Site Plan, all tenants within the area covered by the Site Plan shall be notified of the application. The notice shall include the nature of the application and shall instruct the tenants to direct any comments on the application to the Planning Director.

E. *No Site Plan Exists.* Where a sign is to be located on a property for which no Site Plan has been approved, a plan**, approved by the property owner,** showing the property boundary, and the size, height, location, and orientation of the proposed sign shall be submitted to the Planning Director.

~~F. *Application Required.* The plan shall be accompanied by an application for approval by the owner of the property.~~

G. *Review.* The Planning Director shall review and approve the sign in accordance with the following criteria:

1. The sign shall conform with all ~~other~~ applicable ~~or potentially applicable~~ requirements of this Section 146-4.10 and the Aurora City Code;

2. The sign shall not obstruct the view of other signs or uses; and

3. The sign shall not be located within the potential future location of streets, drives, or easements.

H. *Approval Period.* Approval for signs under this Section 146-4.10.13 shall be for a period of five years, at which time application for renewal for an additional five year period may be made.

I. *Precedence.* Nothing in this Section 146-4.10.13 shall allow a sign to be within the location of any future streets, alleys, easements, fire lanes, access easements, or other requirements imposed during Site Plan Review. Approval for a sign under this Section 146-4.10.13 may be terminated by the City upon submittal of a Site Plan to the City, if such termination is necessary to comply with the criteria for review set forth in this Section 146-4.10.13.

J. *Exemption for City-Property Signs.* No provision of this section shall apply to Section 146-4.10.16 (City-Property Signs).

Section 2. Section 146-4.10 of the Unified Development Ordinance of the City of Aurora, Colorado, is hereby amended by adding a subsection, to be numbered as Section 146-4.10.16, which section shall read as follows:

4.10.16. CITY-PROPERTY SIGNS.

City-property signs shall be permitted in all zone districts provided that they comply with the standards in this Section 146-4.10.16.

A. *Signs Permitted.* City-property signs are permitted if they comply with the following standards:

1. Maximum sign area shall not exceed 280 square feet.

2. Maximum height shall not exceed 25 feet.

3. No City-property sign shall be located within 600 feet of another City-property sign.

4. If the sign includes an electronic message display, it must comply with the following standards:

a. The electronic message display may occupy up to one hundred (100) percent of each sign face;

b. The electronic message display must be programmed so it does not change more frequently than once every eight seconds, and the message change occurs instantaneously, without use of scrolling, flashing, blinking, or other similar transitions. The board shall contain static messages only, changed only through dissolve or fade transitions, but that may otherwise not have movement, or the appearance or optical illusion of movement varying light intensity, of any part of the board, design or pictorial segment of the board. The change of message using dissolve or fade transition shall not exceed one second of time between each message displayed on the board;

c. The message display must be provided with automatic dimming software or solar sensors to control brightness for nighttime viewing and varying daytime lighting conditions;

d. The sign shall not obstruct the view of other signs or uses; and

5. If abutting a residential use or district, and oriented so that light from the sign is visible from a window of a residential building, the intensity of the

light shall not exceed 0.01 footcandles above ambient, measured vertically, at the property line at a point nearest to the window between the hours of 11:00 p.m. and 6:00 a.m.

B. *Authorization.* Permission, in a form acceptable to the City, such as but not limited to a revocable license, must accompany an application, except when the City is the applicant.

C. *Review.* The Planning Director shall review and shall approve the sign permit in accordance with the following criteria:

1. The sign shall conform with all applicable requirements of this Section 146-4.10 and the Aurora City Code;

2. The sign complies with any conditions as set forth in the approved revocable license, (see Section 146-4.10.16.B), if a revocable license is required, including but not limited to, location of the sign.

Section 3. Section 146-6.2.S of the Unified Development Ordinance of the City of Aurora, Colorado, is hereby amended as follows:

Sign.

Any medium, including its structure and the component parts, that is used or intended to be used to attract attention to the subject matter for advertising or identifying purposes. The term "sign" shall not include design features of an architectural nature that do not employ words or prices. The term includes but is not limited to the following:

1. *Sign, Awning.* A sign depicted or placed upon, attached to, constructed in, or supported by an awning extending over functional or faux windows.



Figure 6.2-9: Awning Sign

2. *Sign, Banner*. Banners and other signs of a temporary nature designed to be attached to walls or hung or suspended from posts or brackets.

3. *Sign, Blade.* Small scale sign hanging or projecting perpendicular to building face.

4. *Sign, Cabinet.* A fabricated sign box that contains a light source and a plastic or ~~aluminium~~ **aluminum** face with letters or graphics. A cabinet sign may be designed to mount to a wall or may be designed to be part of a monument or pylon sign.

5. *Sign, Canopy.* A sign on a framed architectural feature that is attached to and supported from the wall of a building.



Figure 6.2-10: Canopy Sign

6. *Sign, City-Property.* A sign located on property owned or controlled by the City, with permission by the City and that advertises or directs attention to a business, profession, commodity, entertainment, service, religious, charitable or non-profit organization, or an activity, product, good, or service that is not located upon or available upon the premises where the sign is located.

~~7~~**6**. *Sign, Fabric.* Any sign, banner, valance or advertising display constructed of cloth, canvas, fabric, or other light material, with or without frames.

~~8~~**7**. *Sign, Ground Fabric.* Any sign with a structure that is mounted on the ground, intended to be displayed for a limited time period and is temporary in nature.

~~9~~**8**. *Sign, Individual Letter.* A type of sign consisting of independent letters or message content items respective of each other, text or symbols with no background material other than the wall of the building or a common structure known as a "raceway" to which they are affixed, with a minimum depth of one inch. If the individual letters or message content items are attached to a "raceway", the "raceway" must be painted to match the color of the wall and must be limited to a height of no more than one-half of the height of the tallest letter or message content item.

10~~9~~. *Sign, Multi-Tenant Development.* An on=site sign for a development containing two or more tenants on the premises where the sign is located.

11~~10~~. *Sign, Monument or Ground.* A detached, freestanding sign supported by a permanent base, where the entire bottom of the sign is affixed to the ground.

12~~11~~. *Sign, Off-Premises.* A sign including billboards or general outdoor advertising device that advertises or directs attention to a business, profession, commodity, entertainment, service, religious, charitable or non-profit organization, or an activity, product, good, or service that is not located upon or available upon the premises where the sign is located. **This does not include City-Property Signs.**

13~~12~~. *Sign, On-Premises.* A sign that does not meet the definition of an Off-Premises Sign

14~~13~~. *Sign, Projecting.* Any sign that projects perpendicular to and is supported by a building. A grand projecting sign is a projecting sign that is substantially larger and is more visible to drivers, cyclists, or pedestrians at a distance.



Figure 6.2-11: Projecting Sign and Grand Projecting Sign

15~~14~~. *Sign, Roof.* A sign erected upon or that projects above any portion of the roof or parapet of the building or structure.

16~~15~~. *Sign, Temporary.* Any sign or other advertising device or display constructed of fabric, canvas, cardboard, wall board, plywood, or other light temporary material, with or without structural frame, intended for a temporary display for a limited period of time. Examples of temporary signs include real estate "for sale," "for rent", and "open house" signs, garage sale signs, signs identifying the architect, engineer or contractor for work currently under construction, signs advertising a temporary event or commercial opportunity, and signs that express noncommercial messages.

17~~16~~. *Sign, Wall.* Any sign attached to or painted on the wall of a building or structure with the exposed face of the sign in a plane parallel to the plane of the wall.

18~~17~~. *Sign, Window.* Any sign that is applied, painted or otherwise attached to the interior or exterior of a window surface or is otherwise clearly visible from the exterior of the structure.

Section 4. 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 5. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 6. 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

EFFECTIVE DATE: 08/26/2024

RESOLUTION NO. R2024- R2024-112

A RESOLUTION FROM THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S STRONG SUPPORT OF DIGITAL MONUMENT SIGNS. THE CITY COUNCIL DIRECTS THE CITY MANAGER TO SUPPORT THIS ENDEAVOR THROUGH A CODE REVIEW AND A CONTRACT NEGOTIATION FOR THE PURPOSE OF ENTERING INTO AN AGREEMENT WITH LAMAR ADVERTISING COMPANY.

WHEREAS, the City of Aurora, Colorado, (City), is a home rule municipality, organized and existing under and by virtue of Article XX, Section 6 of the Colorado Constitution, and under Article XX Section 6 the Colorado Constitution, the City has authority over matters of local concern; and

WHEREAS, Lamar Advertising Company (Lamar), has proposed to install and maintain five digital signs at no cost to the City with a five year agreement with an option to renew for another five years; and

WHEREAS, the Aurora City Council (Council) has had discussions about this item at prior study sessions where this endeavor was discussed as a pilot program; and

WHEREAS, the Council has decided to pursue the pilot program and a contract with Lamar Advertising Company to implement the pilot program; and

WHEREAS, the Council seeks to enhance communication with the public and generate revenue through digital signage; and

WHEREAS, the Council understands that this endeavor will require the City Manager to work with staff to review the Aurora City Code and the Unified Development Ordinance so as to allow off-premise signs, including limited in size electronic billboards in the underlying zoning at the specific locations mentioned in this resolution; and

WHEREAS, the Council also understands that this will require that the City Manager waive the requirements of the Aurora Purchasing Code; and

WHEREAS, the Council expects that the City Manager will have the negotiations for the monument signs completed no later than three months from the effective date of this resolution.

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

Section 1. The City Council directs the City Manager to support this endeavor

through a review of the Aurora City Code, the Unified Development Ordinance, and the Aurora Purchasing Code to make recommendations to the Council on amendments needed to allow the use at the five specified locations in this resolution.

Section 2. The City Council hereby authorizes and directs the City Manager to waive any requirements of the Aurora Purchasing Code related to the requirements for formal competitive bidding.

Section 3. The City Council hereby approves the following locations for the placement of the signage discussed which Lamar, at no cost to the City, shall build and maintain:

- The Northwest corner of the intersection at East Alameda Ave and South Potomac Street.
- East Alameda Parkway near the Aurora Central Public Library and the south side of the Aurora Municipal Center.
- The Northwest corner of the intersection of East Alameda Parkway and South Chambers Road.
- East Mississippi Avenue, next to the 7-Eleven located between South Idalia and South Kalispell Street.
- East Arapahoe Road and South Aurora Parkway (Tallyn's Reach Library).

Section 4. The City Council directs the City Manager to require that the City of Aurora will receive two of the eight dedicated advertising slots for City communications and passive revenue from advertising on the remaining six slots at each of the five locations at no cost to the City. The Council reserves the right to revisit and potentially increase the number of sign locations five years from the effective date of the agreement if it so chooses.

Section 5. The City Council directs the City Manager to require that the term of this agreement shall be five years, with one option to renew for an additional five years, upon mutual agreement of the parties.

Section 6. The City Council authorizes the City Manager to execute the contract with Lamar Advertising Company requiring the use of the five locations no later than three months from the effective date of this resolution.

RESOLVED AND PASSED this 26th day of August, 2024.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

GEORGE KOUMANTAKIS, Manager of Client Services

PLANNING AND ECONOMIC DEVELOPMENT POLICY COMMITTEE MEETING MINUTES

Date: **February 8, 2023**
Time: **8:30 am**

Members Present: Chair: Council Member Francoise Bergan, Vice Chair: Council Member Steve Sundberg, Council Member Angela Lawson

Others Present: Council Member Jurinsky, Adrian Botham, Alicia Montoya, Andrea Amonick, Andrea Barnes, Austin Kane, Becky Hogan, Brad Pierce, Brandon Cammarata, Brent Window, Brian Rulla, Bruce Dalton, Cathy DeWolf, Cesarina Dancy, Chad Argentar, Crystal Vigil, Daniel Brotzman, Daniel Krzyzanowski, Daniel Money, Darcy Dodd, David Schoonmaker, Gayle Jetchick, Hector Reynoso, Jason Batchelor, Jeannine Rustad, Jeffrey Moore, Jennifer Orozco, Julie Patterson, Kim Skaggs, Kim Stuart, Leah Ramsey, Marcia McGilley, Marisa Noble, Mark Smith, Mark Witkiewicz, Megan Waldschmidt, Melissa Rogers, Melvin E. Bush, Michelle Gardner, Mindy Parnes, Peter Wall, Rachel Allen, Robert Oliva, Sandra Youngman, Scott Berg, Stephen Rodriguez, Steve Cecil, Tod Kuntzelman, Tom Clark, Wendy Mitchell, Yuriy Gorlov

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1. CALL TO ORDER

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2. APPROVAL OF JANUARY 11, 2023, DRAFT MINUTES–COUNCIL MEMBER BERGAN

2.a. The minutes were approved.

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3. GENERAL BUSINESS

3.a. Monument Signs

Summary of Issue and Discussion:

Jeannine Rustad, Planning and Development Services Director

Steve Cecil, Real Estate Manager of Lamar Advertising, presented this item. S. Cecil introduced Parquee, the partnership opportunity that they hoped to have with Aurora City. Parquee is a digital city communication device located on municipal properties. It is uniquely designed to promote and complement the surrounding

areas, which would become the source of civic pride for the community. Parquee provides an attractive medium to promote the vision and provide passive income to the local governments.

Jurisdictions, such as Aurora, were searching for new and innovative ways to increase revenue without overburdening their constituents with additional taxes. The Parquee Program was designed specifically that would address the issue.

Parquee was owned, operated, maintained, and constructed by Lamar Advertising at zero cost to the taxpayers. It was designed to promote the city's vision with enhancements that would complement the surrounding areas. Lamar Advertising would be open to any ideas on the designs presented by S. Cecil.

Each design had the Aurora logo. They have incorporated some of Aurora's campaigns that they have used to convey the messages for certain events. Aurora has also partnered with Lamar on traditional advertising space to promote events.

Parquee's benefits would include a dedicated slot that would promote civic events and announcements. Dedicated slots can be used for many sponsorships. Lamar has operated with eight sponsorship opportunities. After the city's messaging, seven sponsorships would go through the digital communication device, and then the cities would populate on the eighth one.

Parquee would provide a steady revenue stream to the city through these sales and sponsorships. Aurora has control over the messaging. Lamar was also open to potential locations that would be a good fit to get their messaging out to the residents. For size options, the poster option is a 10 by 21 feet small size. However, there were larger sizes depending on location. Aurora City was allocated to one full slot in the digital cycle. It could be used for many services. Lamar has used the digital faces to promote AMBER Alert.

Parquee has over 150 years of combined experience in the outdoor digital sign industry. Brent Window, Territory General Manager, and Steve Cecil were just one of the support team. On the company side, Lamar had a corporate office that would help monitor these signs and help maintain them.

Aurora City would receive licensing fee and revenue share to be agreed upon by both the city and Lamar. In addition, the city would receive one of the eight sponsorships to communicate the events. The projected annual would be close to a million based on six locations in Aurora City. LEDs were replaced every seven years. A team of people were constantly viewing these monitors for maintenance at zero cost to the city. Lamar would be open to training a staff member(s) and a pilot program. Parquee would be custom-made depending on what the city needs at zero cost to taxpayers.

CM Sundberg acknowledged the presentation and the item. He thought that Parquee and Lamar would help fill the gap on the lack of reach for messaging and announcements throughout the city. CM Sundberg asked the types of advertising and companies placed across the screen. S. Cecil stated the partnership varies across entities who would need advertising, however, it would have to be within the city's guidelines. CM Sundberg also asked for clarification on the dedicated slot. S. Cecil explained that each digital face was programmed to have eight sponsorships. Lamar had removed one slot and dedicated that slot to Aurora City. Each slot messaging would stay for 8 seconds until it would come back to the slot dedicated for the Aurora City. The dedicated slot could have different messages at different times of the day. S. Cecil also stated that each sponsorship has a library. Normally, clients cannot access the library, but the city would have that option.

CM Lawson asked if the advertising could be used for hazard signs, warning signs, or road signs that would be a detriment for the community. S. Cecil stated that the slot could be used for those. They already have a template ready for the city to use as they saw fit. CM Lawson followed-up a question regarding the cameras on the digital slot. S. Cecil clarified that the cameras they used to monitor would be directly angled towards the screen and not towards the sidewalk or out to the street.

CM Bergan asked on the permanent monument sign presented on the slide. S. Cecil stated that the structure would be permanent. It would only be removed if the partnership would end, as the monuments were heavy. He also stated that the monuments would comply with the architectural standards in Aurora City.

CM Bergan appreciated the 8-second display as the 4-second display would only be fast for drivers driving by. She asked the location on where the digital face would be situated if the advertisement involved traffic-related messages, as these are city-owned property while road signs were situated on public properties. S. Cecil discussed that it would be typically on a parcel close to the sidewalk or curb. It could be located in places where it was visible for traffic.

CM Bergan acknowledged the pilot program idea to see how it would work. She asked for the period for the pilot program. S. Cecil stated the pilot program would require the local city approval and it would be around the six-month range before they would get the materials needed for building it.

Jeannine Rustad, Director of Planning and Development Services presented the update on the concerns on the item. The UDO placed restrictions on location, size, and type of signs. Lamar Group shared with them the draft UDO language and certain government signs. Public Works had concerns on the right of way, however, none of the locations suggested were right of way, and they would construct the UDO to make sure that they would not allow these in the right of way.

They have worked with the real estate and were recommended a lease over a license. They would coordinate between Public Works, Real Estate, Planning, and

other departments on locations. Any lease proposal would come back to Council for approval.
K. Skaggs discussed that there would be a public forum for the public to put their messages for the signs to set limited restrictions on what those messages might be. Any limits they would set on the content of the messages would potentially open up to liability for constitutional violations. On the other hand, if they would not exercise control over messages, they would face potential PR and political issues.

J. Rustad explained that they would have to dive deeper on how they would carve out an exception to allow the signs on the right of way and billboards throughout the city, as several years ago, the Council decided they did not want billboards throughout the city. They would then look into the staff and legal time in monitoring the messages and would make sure that they would be staying above board.

CM Bergan asked if there was anything in the city allowing advertisers to advertise with them on the website. K. Stuart stated they would not take advertising for that. The only exception was with Channel Eight. Beyond limited public service-type announcements, they would not take advertising, as they cannot choose the content and have control over that. K. Skaggs added that they could set up a limited public forum and have a forum with a very specific purpose. They would have to look very closely at the content. S. Cecil also added that Lamar would not advertise negative messaging. They've been in business since 1902 and they're here to help the municipalities and cities they partnered with.

D. Money asked who the decision-maker would be of what's negative and whether or not they get to advertise. S. Cecil stated it would be their general manager and their territory manager. They would get the corporate officials if there would be a gray area.

CM Lawson asked the difference between the messaging in Arapahoe Road and in the city. CM Bergan clarified that in Centennial, the messaging was all Centennial content. J. Rustad stated that the slot would stay revenue neutral or they would only get money from the seven other advertising slots, whereas, if they were to install a sign that just had city messaging, they would shoulder the full cost and not get any revenue. S. Cecil further clarified that Lamar can agree to not put certain things on the slot.

CM Sundberg asked for the guidelines they had within the city for what they would post on their social media outlets and its applicability on the advertisements. K. Stuart stated that what they post on social media would be city-generated and city referenced. They did have a policy on their website and social media. They had a strict practice of never to remove interaction with social media. What they post would be either from the city, quasi-governmental agencies, city, and formal city partners. K. Skaggs stated they control the message 100%. They may promote partners, but they would also have full editorial control. With these signs, it would

have to be extremely limited. K. Stuart added this would also echo on their Aurora TV. They have full editorial control on the stories and contents, and these would apply on their social media and websites as well.

K. Stuart asked the liability on the city if the Lamar Group would be the one making the decisions. S. Cecil stated it would be a supply and demand. Messages, sponsorships, or campaigns would have to follow Lamar's guidelines. CM Bergan followed-up on monopolization and if Lamar had multiple competitors on the same cycle. S. Cecil stated there would be multiple sales options that they provide to help generate revenue for the city and some of those were called preemptible. They would try to be as fair as possible, as they would not want any conflicts with their advertisers and sponsorships. Their goal was to not be a burden to these sponsorships. They also had the side-by-side signs, where they would not put side-by-side the same type of business.

CM Jurinsky suggested having their legal team converse with other legal teams in other cities to see how they were able to do the advertisements without the negative advertising. S. Cecil agreed and stated that their team is available for the Aurora City staff and attorneys. They would be open for conversation.

CM Jurinsky stated that Aurora City missed many opportunities. She asked her colleagues to consider moving forward the item for further discussions. She stated she would be happy to work with Lamar to coordinate meetings and discussions with other legal departments in the city. CM Bergan echoed CM Jurinsky's suggestion.

Outcome:
The Committee unanimously approves this item to move forward to Study Session.

Follow-up Action:
Staff will add this item to the March 6th Study Session.

3.b. Data Center Infrastructure Discussion

Summary of Issue and Discussion:
Andrea Amonick, Development Services Manager

Yuriy Gorlov, Aurora Economic Development Council, presented this item. Industry has been growing exponentially across the country. At this point, about 40 states, plus or minus, offer statewide incentives to attract the industry. As of today, there are dozens of centers spread across the Metro Area such as colocation centers, enterprise solutions centers, and hyper scale data centers.

These data centers come in a variety of shapes and sizes, could be denser and multi-story. The city attracted two operations last year. They came in because partially of the incentive program that Council approved in 2020. J. Rustad has helped with both operations. They are in the planning phases as of now.

Data centers have created jobs with the supply chain that follow. According to reports, data centers creates millions of dollars of economic impact annually, and after the construction, it would create tens of millions of dollars potentially in new tax revenues to the city.

They have been working closely with Xcel Energy as they want to provide the power to keep the renewable energy rates going. As it relates to water usage, operators have created closed loop systems, and many facilities are air-cooled or have hybrid systems. The industry has grown at a high CAGR, Compounded Annual Growth Rate. It is not as easy to develop data centers as it was ten years ago due to competition and attention now.

All of the city's targeted industries rely on data. The growth sectors of the future will depend on good data infrastructure. To understand the impact on land planning was part of the Planning Department's request for this item to be up on the agenda. The parking requirement changes from UDO was one of the perfect examples for data centers to go into different zoning areas.

CM Lawson asked what the skin in the game would be bringing the Fiber if they were to put all these data centers in the city. She wanted to know the contribution to this infrastructure before she would approve anything. Y. Gorlov stated that the data centers look at the infrastructure in place. They would go to areas where the transmission lines and roads are there, and then they would bring Fiber and whatever infrastructure they would need. Development pays for itself, and they would bring that if they would need to improve, extend, or any of that in terms of Fiber and water lines. It would be a win-win situation where they require resources,. This would create a ripple effect and more industries would react to seeing a well-developed area.

CM Bergan expressed her concerns on the 75% rebate, as the city would only get 10% of property taxes. Y. Gorlov stated that most of the development that they would need would be adjacent to their property they would pay for. CM Bergan stated she heard from the water dept about having to put a surcharge on the residents for water usage and so forth. She was cognizant of the water consumption of these data centers. Y. Gorlov stated they have talked with Marshall and his team about these concerns. They made sure that the cost that they're charging for the tap fees would be commensurate with the development. Everything that the water department charges for that water service would go back into the capital improvements plan, hence, funding other lift stations or other pipelines, et cetera. Y. Gorlov clarified that if it would generate $30 million of new taxes over the first ten years, even with a 75% rebate, the city would still be net positive.

Outcome:
Information Only.

Follow-up Action:
None required.

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4. MISCELLANEOUS MATTERS FOR CONSIDERATION

4. a. Aurora Economic Development Council
- Yuri Gorlov

NO REPORT

4.b. Havana Business Improvement District
- Chance Horiuchi

Updates on Havana Business Improvement District are in the packet.

4.c. Aurora Chamber of Commerce
- Kevin Hougen:

NO REPORT

4.d. Planning Commission
- Becky Hogan

They have recently changed their chair and vice-chair on the Planning Commission. Garrett Waltz is the new Chair and Becky Hogan is the new Vice-Chair. They will have a meeting on February 9, 2023, in Ward 6.

4.e. Oil and Gas Committee
- Brad Pierce:

NO REPORT

Vacancy on Industry Position.

4.f. Business Advisory Board
- Garrett Walls

NO REPORT

4.g. Retail
- Bob Oliva

NO REPORT

4.h. Small Business
- Marcia McGilley

For 2022, businesses had exceeded all the goals for the SBA requirement. The number of clients had 639 sessions over 1,800. They did 69 webinars and events with 900 attendees. They had over 5,000 referrals.

For economic impact, 126 jobs were created, and 156 jobs retained. 11.2 million in terms of capital formation. Sales increased by about 24 million. Government contracts had 20 million. They received 97% of 100 for satisfaction rating in consultation sessions, and 96% in training sessions.

Spanish Language Childcare Class is about in the middle of the course. They had groups of individuals wanting to start childcare co-ops. There were 15 individuals who registered and 11 were continuing.

The Office of Economic Development and International Trade hired a new state Small Business Development Center Director, Hannah Krieger. She was the executive director of Mentor Colorado.

4.i. Visit Aurora

- Bruce Dalton

NO REPORT

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5. CONFIRM NEXT MEETING DATE

Scheduled for March 8, 2023, at 8:30 AM MT.

CM Lawson asked for a presentation and update on opportunity zones as an additional item to the agenda for April.

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6. ADJOURNMENT

APPROVED: _____

Francoise Bergan, Committee Chair

1. **General Business**

8a. UNIFIED DEVELOPMENT ORDINANCE AMENDMENT – TEXT CHANGE TO CREATE A NEW SIGN CATEGORY

The Planning and Business Development Department recommends amending the zoning code within the Unified Development Ordinance (UDO) to allow a new category of sign, "City Property Signs." The proposal would add UDO Subsection 146-4.10.16 to enable this category of signs. The purpose of this category of signs, as described in the proposed definition, is to allow signage on city-owned property, regardless of zone district, that "*advertises or directs attention to a business, profession, commodity, entertainment, service, religious, charitable or non-profit organization, or an activity, product, good, or service that is not located upon or available upon the premises where the sign is located*" functioning like a billboard. The signage would only be allowed with the city's permission and at the city's prerogative as a landowner.

Design elements of signs are regulated in UDO Section 146-4.10. Generally, the sign code specifies the types, quantities, and dimensional aspects, including square footage, height, and minimum setbacks. This new category of signage is an addition to those currently permitted.

This ordinance proposal would permit "City Property Signs" up to 280 square feet and 25 feet tall, which can be 100% electronic message centers (EMC). Please note that if a sign has two or more display faces, the area of all faces will be included in determining the sign's total area. The code proposal also replicates technical criteria from the current EMC section of the sign code, limiting the frequency of message changes to no less than every eight seconds and addressing other technical criteria related to the sign's brightness. Additionally, the proposal mandates a minimum separation of 600 feet between "City Property Signs."

Testimony Given at the Hearing:

Brandon Cammarata, Planning Manager, gave a presentation of the item, including the staff recommendation of approval.

Commissioner Bush asked if a comparison was made against other municipalities and if this makes the City of Aurora more marketable. B. Cammarata responded that a comparison was not done and that the signs will be of a billboard type and will not necessarily be used to market Aurora but businesses within Aurora.

Commissioner Hogan asked who would be constructing the signs. B Cammarata responded the Zoning Code does not specify who builds the signs, but anecdotally, most billboards function through a sign company. Since the signs will be on city property, the city will have the discretion of whether they want to have this kind of sign.

Lena McClelland, City Attorney, added that the city does not regulate content when it comes to signs. The signs will be managed through a revocable license agreement between the city and the sign company and the owners of the signs themselves to use city property for the billboard.

Todd Messenger, Fairfield and Woods, P.C., 1801 California Street Suite 2600, Denver, CO, representing Lamar, spoke in support of the amendment and also explained the kinds of businesses that would be utilizing the billboards. Other uses for the billboards would include advertising local events and other city-related events as well as emergency notifications. T Messenger also noted that the billboards would be revenue generating for both the city and Lamar by selling advertising space as well.

Commissioner Jetchick asked about the timing of the signs, and who approves the content. B Cammarata responded the allowances for these signs will be consistent with the current code, and that the City does not regulate content of signs.

T. Messenger added that Lamar has high standards concerning the content of signs that they manage.

Jeannine Rustad, Director of Planning and Business Development, stated that staff and others have put a lot of thought and work into this amendment and have thought holistically beyond these five signs.

Vice-Chair Hogan asked if the city is only entertaining one company to oversee all of the signs. J Rustad responded that at this time, they are.

Commissioner Hogan asked for clarification if the motion would be a recommendation to the City Council. B Cammarata answered affirmatively.

Planning Commission Results
AGENDA ITEM 8a – ORDINANCE TEXT AMENDMENT TO ADD CITY PROPERTY SIGNS AS A NEW CATEGORY OF SIGNS

A MOTION WAS MADE BY COMMISSIONER BANKA AND SECONDED BY COMMISSIONER BUSH.

MOVE TO RECOMMEND APPROVAL TO THE AURORA CITY COUNCIL OF THE ORDINANCE TEXT AMENDMENT TO THE UDO TO CREATE CITY PROPERTY SIGNS AS A NEW CATEGORY BECAUSE THE PROPOSAL COMPLIES WITH THE REQUIREMENTS OF SECTION 146-5.4.1.C.3.B OF THE UNIFIED DEVELOPMENT ORDINANCE FOR THE FOLLOWING REASONS:

1. THE LIMITED NATURE OF THE PROPOSAL IS NOT ANTICIPATED TO CREATE A CLUTTERED SIGN APPEARANCE ON THE MAJOR STREETS (REF. AUTHENTIC AURORA, PAGE 97.)
2. THE PROPOSAL MAY CONTRIBUTE TO THE PROMOTION OF ECONOMIC GROWTH AND IS NOT ANTICIPATED TO CREATE MATERIAL RISKS TO PUBLIC HEALTH, SAFETY, AND WELFARE.

Further Discussion:
Commissioner Hogan stated support of the recommendation to City Council, even though there will be future challenges.

Commissioner Jetchick stated that when working with the Havana Business Improvement District, it took a lot of work and time to get the initial electronic sign code in place and complimented B Cammarata for the thorough explanation given during the presentation.

MOTION PASSED UNANIMOUSLY.

Unified Development Ordinance Amendment - Text Change to Create a New Sign Category

Project No: DA-2163-21
Public Hearing
Aurora City Council

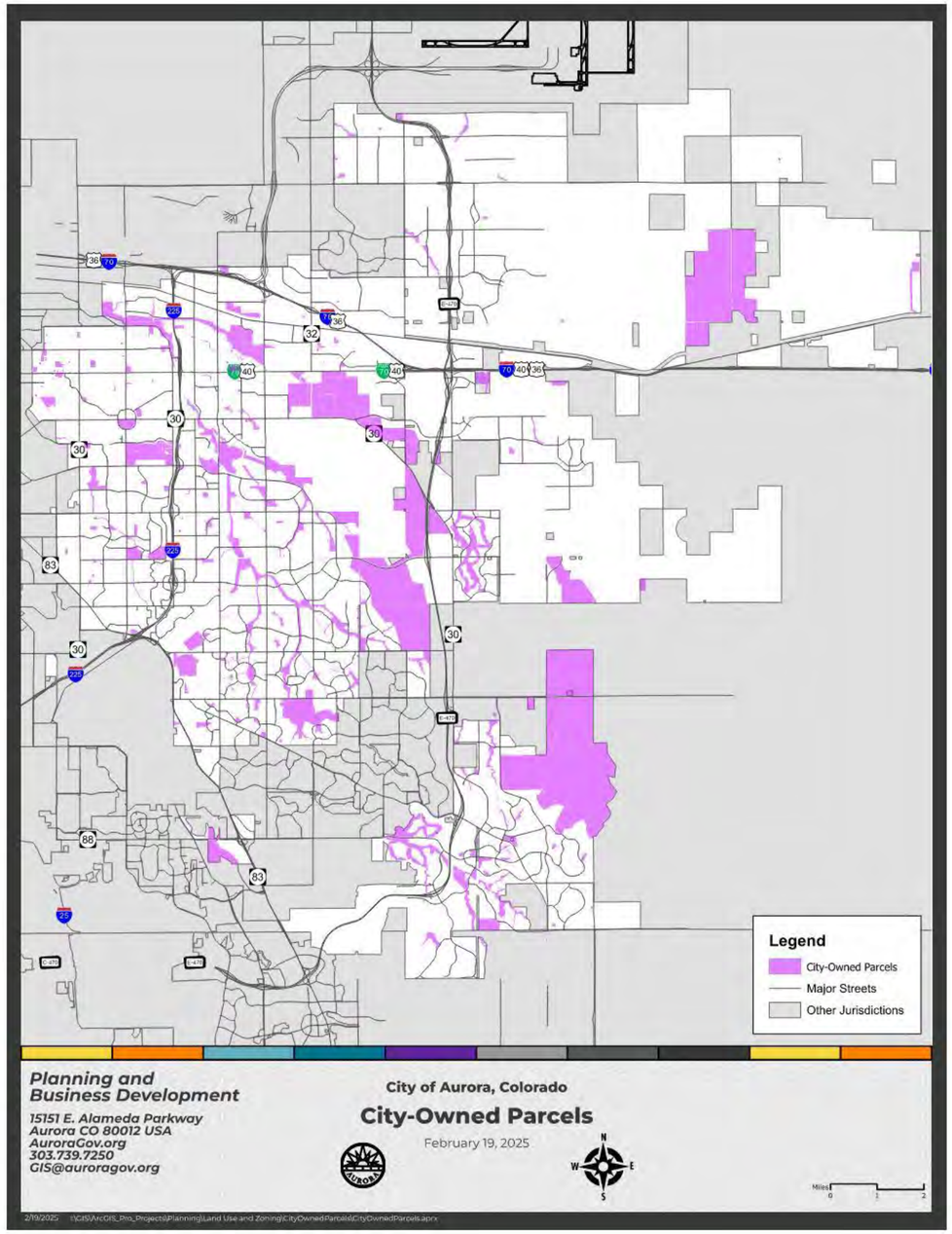
Request

- Recommend Approval to the City Council of the Proposed UDO Amendment
- Create a new Sign Category to be know as City Property Signs

- In accordance with the City of Aurora Zoning Ordinance, Sec. 146-5.4.1.3.b, Ordinance Text Amendments:

- Applicant: City Staff.
- Project Location: Citywide

City Owned Property



Adoption Process

- PED Committee on February 8, 2023, and the Committee agreed to move it forward
- City Council Study Session - March 20, 2023, Study Session, where the Council also moved it forward.
- Resolution 2024-112 – City Council adopted a resolution which directed the city manager to review, amongst other codes, the Unified Development Ordinance for amendments needed to allow digital signs at five locations proposed by Lamar Advertising Company

Proposed Amendment – City property sign

- Off-Premise Signs (Billboard)
- 25’ Tall
- 100% EMC
- 280 Square Feet
- 600 minimum separations of other “city property signs”

- All other signs on city property will continue to be regulated by existing sign allowances,

Proposed Amendment – Comparison to Existing Allowances

Existing (citywide)	Proposed (additional allowance on city property)
50% EMC	100% EMC
12 feet tall	25 feet tall
100 SF per side	280 SF
On-premise advertising	Off-premise advertising

The existing sign allowance shown above is the most typical built in the city. There are circumstances where larger or small signs may be permitted. The purpose of the above comparison is to provide general context to the sign allowance proposed.

Proposed Amendment – Limited Scope

- Limited Scope: The proposal for city property signs is expected to have limited applications. The signs are (1) restricted to city property, (2) subject to the city's discretion, (3) not all locations will be suitable for a sign company to invest in this type of sign, and (4) the signs must be spaced at least 600 feet apart.
- Aurora Places recommends minimizing sign clutter along street corridors.

Approval Criteria

- In compliance with the City of Aurora Zoning Ordinance, Sec. 146-5.4.1.3.b, Ordinance Text Amendments:

  i. The applicant has demonstrated that the proposed Ordinance amendment is consistent with the spirit and intent of the Comprehensive Plan and with other policies and plans adopted by the City Council; and

  a. The change to the Ordinance text is required because of changed conditions or circumstances in all or a portion of the city; or

  b. The change to the Ordinance text is required to address a new or unforeseen threat to the public health, safety, and welfare; or

  c. The change to the Ordinance text is required to promote economic growth and investment that will not create material risks to the public health, safety, and welfare.

Staff Findings

- The limited nature of the proposal is not anticipated to create a cluttered sign appearance on the major streets (ref. Authentic Aurora, page 97.)

- The proposal may contribute to the promotion of economic growth and is not anticipated to create material risks to public health, safety, and welfare.

City of Aurora
Planning Commission Case Report

Project Title: Unified Development Ordinance Amendment Text Change to Create a New Category of Signs - City-Property Signs
Date: February 26, 2025
Development Application Number: DA-2163-21
Case Number: 2018-1006-21
Case Manager: Brandon Cammarata
Applicant: City
General Location: Affects City-owned properties
Ward: City Wide

Project Summary:

The Planning and Business Development Department recommends amending the zoning code within the Unified Development Ordinance (UDO) to allow a new category of sign, "City Property Signs." The proposal would add UDO Subsection 146-4.10.16 to enable this category of signs. The purpose of this category of signs, as described in the proposed definition, is to allow signage on city-owned property, regardless of zone district, that "*advertises or directs attention to a business, profession, commodity, entertainment, service, religious, charitable or non-profit organization, or an activity, product, good, or service that is not located upon or available upon the premises where the sign is located*" functioning like a billboard. The signage would only be allowed with the city's permission and at the city's prerogative as a landowner.

Design elements of signs are regulated in UDO Section 146-4.10. Generally, the sign code specifies the types, quantities, and dimensional aspects, including square footage, height, and minimum setbacks. This new category of signage is an addition to those currently permitted.

This ordinance proposal would permit "City Property Signs" up to 280 square feet and 25 feet tall, which can be 100% electronic message centers (EMC). Please note that if a sign has two or more display faces, the area of all faces will be included in determining the sign's total area. The code proposal also replicates technical criteria from the current EMC section of the sign code, limiting the frequency of message changes to no less than every eight seconds and addressing other technical criteria related to the sign's brightness. Additionally, the proposal mandates a minimum separation of 600 feet between "City Property Signs."

Request:

Recommend Approval of the Ordinance Text Amendment to the Unified Development Ordinance

History/Background:

On August 1, 2024, the Council approved Resolution 2024-112, which directed the city manager to review, amongst other codes, the Unified Development Ordinance for amendments needed to allow digital signs at five locations proposed by Lamar Advertising Company (Lamar). This code amendment is a result of the direction of the City Council in Resolution 2024-112. Before this resolution, the concept brought by Lamar was addressed by the PED Committee on February 8, 2023, and the Committee agreed to move it forward to the March 20, 2023, Study Session, where the Council also moved it forward.

Context:

Limited Scope: The proposal for city property signs is expected to have limited applications. The signs are (1) restricted to city property, (2) subject to the city's discretion, (3) not all locations will be suitable for a sign company to invest in this type of sign, and (4) the signs must be spaced at least 600 feet apart. This aligns with guidance in the comprehensive plan, which recommends minimizing sign clutter along street corridors.

Dimension Comparison: Current allowances for ground signs allow for a maximum of 100 square feet per sign face and heights of up to 12 feet. While some variations are permitted under specific circumstances, most signs adhere to these parameters. This proposal would permit signs up to 25 feet tall and 280 square feet for a single-face sign.

Other signs on City Property: Signs not including the "off-premise" advertising and not approved under the proposed "city property sign" section of the UDO will continue to follow the existing or "standard" sign requirements. Signs approved under these standard sign allowances do not count against the 600-foot minimum spacing requirement proposed for the "city property signs"

Summary of Staff Recommendation:

Recommend approval. (See the last page of the report for the vote.)

Detailed Case Analysis

Public Notification:

Legal notice appeared in the Aurora Sentinel on February 13, 2025.

Conformance with Code Criteria:

1. **Ordinance Text Amendment Approval Criteria -** Ordinance Text Amendment approval criteria are found in Section 146-5.4.1.C.3.b of the UDO as follows:
   1. The proposed Ordinance amendment is consistent with the spirit and intent of the Comprehensive Plan and with other policies and plans adopted by the City Council; and
   (a) The change to the Ordinance text is required because of changed conditions or circumstances in all or a portion of the City; or
   (b) The change to the Ordinance text is required to address a new or unforeseen threat to the public health, safety, and welfare; or
   (c) The change to the Ordinance text is required to promote economic growth and investment that will not create material risks to the public health, safety, and welfare.

   The proposed Ordinance Text Amendment complies with the approval criteria for the following reasons:

   - The limited nature of the proposal is not anticipated to create a cluttered sign appearance on the major streets (ref. Authentic Aurora, page 97.)
   - The proposal may contribute to the promotion of economic growth and is not anticipated to create material risks to public health, safety, and welfare.

Compliance with Comprehensive Plan:

The "Authentic Aurora" section of the Aurora Places document identifies numerous goals relating to creating distinctive destinations, protecting the character and quality of existing neighborhoods, and using quality design. This section of Aurora Places also specifically recommends limiting the number of signs on major streets to avoid a cluttered appearance. With this ordinance, the City will be able to limit the usage of these signs to avoid adding to sign clutter in corridors. The city will also be able to consider the location and design quality.

Exhibits:

Exhibit A – Draft UDO Ordinance for City Property Signs
Exhibit B – Aurora City Council Resolution 2024-112
Exhibit C – Planning & Economic Development Meeting Minutes 2.8.2023

Staff Recommendation:

Agenda Item 8a: Ordinance Text Amendment to add City Property Signs as a new category of signs

Recommend approval to the Aurora City Council of the Ordinance Text Amendment to the UDO to create City Property Signs as a new category sign because the proposal complies with the requirements of Section 146-5.4.1.C.3.b of the Unified Development Ordinance for the following reasons:

- The limited nature of the proposal is not anticipated to create a cluttered sign appearance on the major streets (ref. Authentic Aurora, page 97.)
- The proposal may contribute to the promotion of economic growth and is not anticipated to create material risks to public health, safety, and welfare.

CITY OF AURORA
Council Agenda Commentary

Item Title: Picadilly and Stephen D. Hogan Annexation Ordinance
Item Initiator: Cesarina Dancy, Manager, Office of Development Assistance
Staff Source/Legal Source: Justin Andrews, Project Manager, Development Services / Brian Rulla, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 5.0--Be a great place to locate, expand and operate a business and provide for well-planned growth and development

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 3/24/2025

2nd Regular Meeting (if applicable): 4/7/2025

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)

2025-38 FOR AN ORDINANCE ANNEXING A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO. 2.589 ACRES
Justin Andrews, Project Manager, Development Services / Brian Rulla, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as Proposed at Study Session

☐ Approve Item and Move Forward to Regular Meeting

☒ Approve Item as Proposed at Regular Meeting

☐ Information Only

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

A petition for annexation was filed with the City Clerk for annexation of a 2.589-acre parcel owned by Triple Creek Capital LLC. This parcel is located at the northwest corner of Picadilly Road and Stephen D. Hogan Parkway (see attached vicinity map).

City Council made a finding of substantial compliance regarding this annexation on February 10, 2025.

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

A petition for annexation was filed with the City Clerk for annexation of a 2.589-acre parcel owned by Triple Creek Capital LLC. This parcel is located at the northwest corner of Picadilly Road and Stephen D. Hogan Parkway (see attached vicinity map).

The parcel falls within the City's Annexation Boundary and meets contiguity requirements. A site plan for an industrial land use is anticipated following annexation.

The Initial Zoning Ordinance will be presented to City Council concurrently with the Annexation Ordinance. The initial zoning follows the City's Comprehensive Plan.

The annexation process follows state law, and this annexation will be considered over three City Council meetings. Consideration of this resolution is item #2 listed below:

1) City Council considers approval of a Resolution making a finding that the Petition is in substantial compliance with statutory requirements and sets the Public Hearing date.
2) City Council conducts the Public Hearing, considers approval of a Resolution making a finding that the land is eligible for annexation, and considers Introduction of the Annexation Ordinance.
3) City Council considers the Annexation Ordinance on final reading and the Annexation Agreement will be presented for Council consideration.

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.)

Annexation obligates the City to provide municipal services and utilities upon development. The fiscal impact of this development will be offset by various fees and taxes.

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 approve this Ordinance?

LEGAL COMMENTS

The City Council has determined that the annexation of lands to the city shall be shown not to create any additional cost or burden on the then-existing residents of the city to provide such public facilities in any newly annexed area. "No annexation shall be accepted until the city council, upon the recommendation of the City Manager, determines that the current requirements for such public facilities in the area proposed to be annexed have been fulfilled and that the future requirements for such public facilities can be fulfilled." *City Code Section 5.4.1(B)(3)(a).*

A municipality is not legally required to annex area pursuant to landowner's annexation petition, but may impose additional terms and conditions for annexation in accordance with Annexation Act. Superior v. Midcities Co., 933 P.2d 596 (Colo.1997). An annexation agreement based upon the City's model agreement will be presented for approval by motion at the time of final passage of this ordinance. (Rulla)

ORDINANCE NO. 2025- ____

A BILL

FOR AN ORDINANCE ANNEXING A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 2 AND THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE (Picadilly and Stephen D. Hogan Annexation) 2.589 ACRES

WHEREAS, the City Council of the City of Aurora, Colorado, has found a petition for annexation of a certain parcel of land, as described in Exhibit A attached hereto, signed by the owners of one hundred percent of the area to be annexed, to be in substantial compliance with Section 31-12-107(1), Colorado Revised Statutes; and

WHEREAS, after notice pursuant to Section 31-12-108, Colorado Revised Statutes, the City Council has held a public hearing on the proposed annexation to determine if the annexation complies with Sections 31-12-104 and 31-12-105, Colorado Revised Statutes; and

WHEREAS, the City Council has by resolution determined that the requirements of Sections 31-12-104 and 31-12-105, Colorado Revised Statutes, have been met, that an election is not required, and that no additional terms or conditions are to be imposed on the annexed area.

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

Section 1. That the annexation of the territory located in the County of Arapahoe, State of Colorado, as described in Exhibit A attached hereto and incorporated herein, to the City of Aurora, Colorado, be and the same is hereby ordained and approved, and said territory is hereby incorporated in and made a part of the City of Aurora, Colorado.

Section 2. That the annexation of such territory to the City of Aurora, Colorado, shall be complete and effective on the effective date of this ordinance, except for the purpose of General Property Taxes, and shall be effective as to General Property Taxes on and after the first day of January 2025.

Section 3. That the Petition for Annexation contained a request that an annexation agreement satisfactory to both petitioners and the City be agreed upon on or before the date of the second reading of this ordinance, and that this ordinance annexing said territory is expressly made subject to the approval of an annexation agreement, as requested.

Section 4. That the City Clerk is authorized and directed to:

A. File one copy of the annexation map with the original of the annexation ordinance in the office of the City Clerk of the City of Aurora, Colorado;

B. File three certified copies of the annexation ordinance and map of the area annexed containing a legal description of such area with the County Clerk and Recorder.

Section 5. That pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this ordinance shall be by reference, utilizing the ordinance title.

INTRODUCED, READ, AND ORDERED PUBLISHED this _____ day of_____, 2025.

PASSED AND ORDERED PUBLISHED BY REFERENCE this _____day of_____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: _____
BRIAN J. RULLA, Assistant City Attorney

Exhibit A
(Legal description of property to be annexed)

A PARCEL OF LAND IN THE SE 1/4 OF SECTION 2 AND THE NE 1/4 OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 11;

THENCE NORTH 0°31'07" WEST, A DISTANCE OF 30.00 FEET;

THENCE SOUTH 89°43'32" WEST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00°31'07" EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF NORTH PICCADILLY ROAD, A DISTANCE OF 270.00 FEET TO THE SOUTHEAST CORNER OF A PARCEL RECORDED AT RECEPTION NO. E4009096;

THENCE ALONG THE SOUTHERLY LINE AND THE WESTERLY LINE OF SAID PARCEL AND THE NORTHERLY PROLONGATION THEREOF, THE FOLLOWING TWO (2) COURSES:

1) SOUTH 89°43'32" WEST, A DISTANCE OF 417.70 FEET;

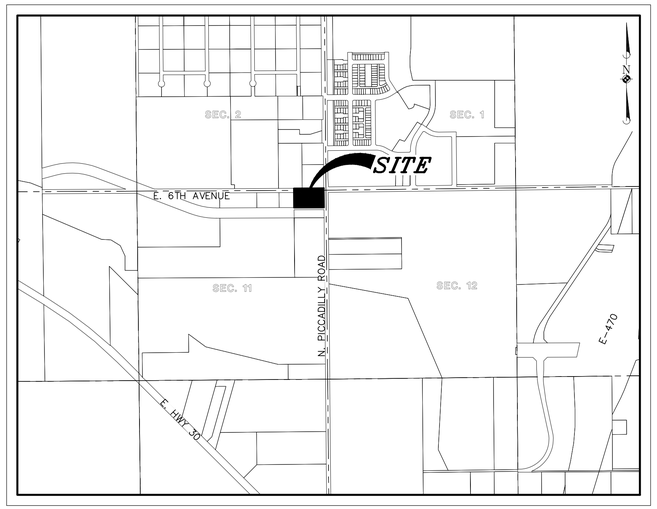
2) NORTH 00°31'07" WEST, A DISTANCE OF 270.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 6TH AVENUE;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 89°43'32" EAST, A DISTANCE OF 417.70 FEET TO THE POINT OF BEGINNING.

CONTAINING: 112,779 SQUARE FEET OR 2.589 ACRES.

ANNEXATION MAP

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 2 AND THE NORTHEAST QUARTER OF SECTION 11,
ALL IN TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF ARAPAHOE, STATE OF COLORADO



VICINITY MAP
T4S, R66W OF THE 6TH P.M.
(1" = 1000')

LEGAL DESCRIPTION (ANNEXATION AREA)

A PARCEL OF LAND IN THE SE 1/4 OF SECTION 2 AND THE NE 1/4 OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 11;
THENCE NORTH 0°31'07" WEST, A DISTANCE OF 30.00 FEET;
THENCE SOUTH 89°43'32" WEST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 00°31'07" EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF NORTH PICCADILLY ROAD, A DISTANCE OF 270.00 FEET TO THE SOUTHEAST CORNER OF A PARCEL RECORDED AT RECEPTION NO. E4009096;
THENCE ALONG THE SOUTHERLY LINE AND THE WESTERLY LINE OF SAID PARCEL AND THE NORTHERLY PROLONGATION THEREOF, THE FOLLOWING TWO (2) COURSES:

1) SOUTH 89°43'32" WEST, A DISTANCE OF 417.70 FEET;
2) NORTH 00°31'07" WEST, A DISTANCE OF 270.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 6TH AVENUE;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 89°43'32" EAST, A DISTANCE OF 417.70 FEET TO THE POINT OF BEGINNING.

CONTAINING: 112,779 SQUARE FEET OR 2.589 ACRES.

CITY SIGNATURES

MAYOR	DATE
CITY CLERK	DATE
CITY ENGINEER	DATE
CITY ATTORNEY	DATE
CITY COUNCIL ORDINANCE NO.	EFFECTIVE DATE

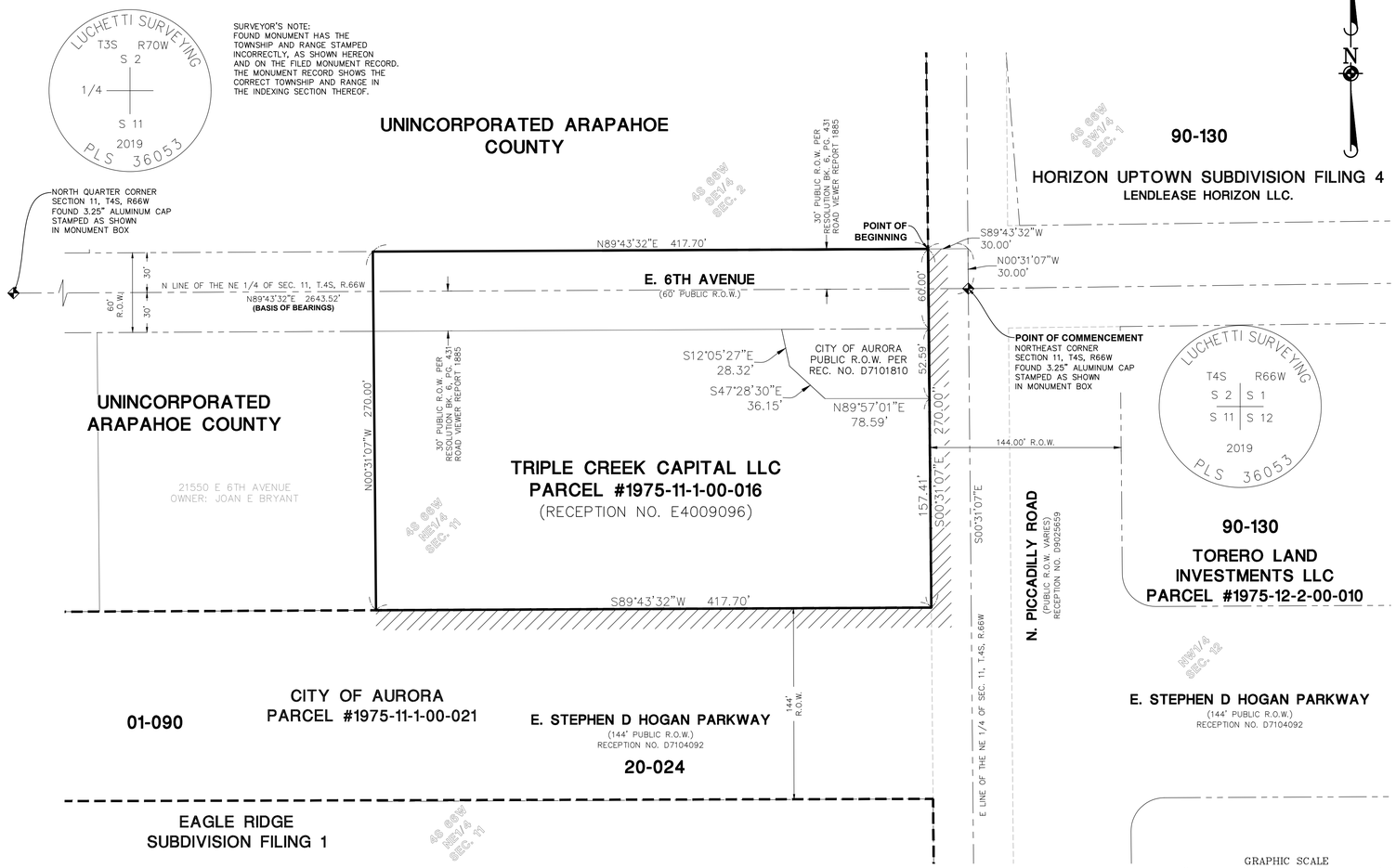
SURVEYOR'S CERTIFICATION

I, STACY LYNN JACOBS, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO DO HEREBY CERTIFY THAT NOT LESS THAN ONE-SIXTH (1/6) OF THE PERIMETER OF THE AREA PROPOSED TO BE ANNEXED TO THE CITY OF AURORA, COLORADO, IS CONTIGUOUS WITH THE BOUNDARIES OF THE ANNEXING MUNICIPALITY, AND THAT THIS ANNEXATION MAP SUBSTANTIALLY COMPLIES WITH THE COLORADO REVISED STATUTES AND THE CITY OF AURORA, COLORADO CODES APPERTAINING THERETO.

DATE OF PLAT OR MAP: JUNE 5, 2024, REVISED JANUARY 21, 2025

COLORADO LICENSED LYNN JACOBS 38495 2/10/2025 PROFESSIONAL LAND SURVEYOR

STACY LYNN JACOBS, PLS
COLORADO REG NO. 38495
FOR AND ON BEHALF OF MANHARD CONSULTING
7600 E. ORCHARD ROAD, SUITE 150-N
GREENWOOD VILLAGE, COLORADO 80111
(303) 708-0500



LEGEND

- = FOUND SECTION CORNER AS NOTED
- = ANNEXATION BOUNDARY LINE
- = RIGHT-OF-WAY LINE
- = RIGHT-OF-WAY LINE (VACATED)
- = CITY OF AURORA CONTIGUOUS BOUNDARY
- = EXISTING CITY OF AURORA ANNEXATION BOUNDARIES
- = SECTION LINE
- = ADJACENT PARCEL LINE

SITE INFORMATION

TOTAL PERIMETER	1,375.4 FEET
CONTIGUOUS PERIMETER	687.7 FEET
TOTAL SITE AREA	112,779 SQUARE FEET (2.589 ACRES)
MINIMUM REQUIRED CONTIGUITY	229.2 FEET
PERCENT CONTIGUOUS BOUNDARY	50%

NOTES

1. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON PURSUANT TO STATE STATUE 13-80-105 C.R.S.
2. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
3. THE LINEAL UNIT USED IN THE PREPARATION OF THIS SURVEY IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY, 1200/3937 METERS.
4. BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 11, T.4S, R.66 WEST OF THE SIXTH PRINCIPAL MERIDIAN IS ASSUMED TO BEAR NORTH 89°43'32" EAST, BASED ON NAD83 (2011) COLORADO STATE PLANE CENTRAL ZONE (502) COORDINATES, AS MONUMENTED ON THE BOTH ENDS BY A 3.25" ALUMINUM CAP STAMPED LUCHETTI SURVEYING, PLS 36053, 2019"
5. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY MANHARD CONSULTING TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, AND TITLE OF RECORD, MANHARD CONSULTING RELIED UPON THE TITLE COMMITMENT PREPARED BY FIDELITY NATIONAL TITLE, NATIONAL COMMERCIAL SERVICES, ORDER NUMBER N0036947-020-LM1-DK2, WITH A COMMITMENT DATE OF JANUARY 31, 2024.

DRAWN BY	DATE	REVISIONS
SLJ	1/31/25	REVISE BOUNDARY OF ANNEXATION PARCEL
MKW	1/29/25	ADD MONUMENT STAMP INFORMATION
MKW	1/21/25	CITY COMMENTS
MKW	1/01/24	ADDRESS COMMENTS
MKW	7/22/24	CLIENT COMMENTS
MKW	7/17/24	UPDATE PER CLIENT AND CITY COMMENTS

Manhard CONSULTING
7600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 ph:303.708.0500 manhard.com
Civil Engineering & Consulting | Surveying | Water Resource Management | Construction Management

6TH AVENUE & PICCADILLY ROAD
COUNTY OF ARAPAHOE, STATE OF COLORADO
ANNEXATION MAP

PROJ. MGR.:	SLJ
PROJ. ASSOC.:	SLJ
DRAWN BY:	ALM/JDM
DATE:	05/29/2024
SCALE:	N/A

SHEET 1 OF 1

GBC.AUC001.02

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Saturday, May 10, 2025 - 11:14 Data Name: \\Vnic-davnas\Projects-DNV\Discovery\Data\Eng\Final Drawings\Exhibits Eng\Annexation Map--updated vicinity map.dwg Updated By: AMounts

Exhibit A

(Legal Description of property to be annexed)

A PARCEL OF LAND IN THE SE 1/4 OF SECTION 2 AND THE NE 1/4 OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 11;

THENCE NORTH 0°31'07" WEST, A DISTANCE OF 30.00 FEET;

THENCE SOUTH 89°43'32" WEST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00°31'07" EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF NORTH PICCADILLY ROAD, A DISTANCE OF 270.00 FEET TO THE SOUTHEAST CORNER OF A PARCEL RECORDED AT RECEPTION NO. E4009096;

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CONTAINING: 112,779 SQUARE FEET OR 2.589 ACRES.



Planning and Business Development

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

City of Aurora, Colorado

Picadilly and Stephen D. Hogan Pkwy Annexation

January 16, 2025

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1/16/2025 I:\GIS\ArcGIS_Pro_Projects\Planning\ODA\ODA_Annexation\ODA_Annexation.aprx

CITY OF AURORA
Council Agenda Commentary

Item Title: Picadilly and Stephen D. Hogan Annexation- Zoning Map Amendment
Item Initiator: Stephen Gubrud, Planner II, Planning and Business Development
Staff Source/Legal Source: Stephen Gubrud, Planner II, Plannning and Business Development / Lena McClelland, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Economically Strong: Building a conducive development climate, a diverse mix of industries and housing options, and fostering economic growth so that our community thrives and remains resilient.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 3/24/2025

2nd Regular Meeting (if applicable): 4/7/2024

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)

2025-39 A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, INITIALLY ZONING A PARCEL OF LAND MEASURING 2.59 ACRES MORE OR LESS NORTHWEST OF THE INTERSECTION OF STEPHEN D HOGAN PARKWAY AND PICADILLY ROAD TO MIXED USE CORRIDOR DISTRICT (MU-C) AND AMENDING THE ZONING MAP ACCORDINGLY
Stephen Gubrud, Planner II, Planning and Business Development / Lena McClelland, Assistant City Attorney

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Planning and Zoning Commission

Policy Committee Date: 2/26/2025

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 heard the applicant's request for a Zoning Map Amendment in a public hearing on February 26, 2025 and voted unanimously (5-0) to recommend approval to City Council. Please find the attached Planning Commission meeting minutes under Exhibit D.

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

The applicant's agent, PCS Group, on behalf of Triple Creek Capital LLC, requests approval of a Zoning Map Amendment for the initial zoning of approximately 2.59-acres as MU-C (Mixed-Use Corridor). This initial zoning application is being requested along with an annexation for the same area. The subject parcel is located on the northwest corner of the intersection of Picadilly Rd. and E Stephen D Hogan Pkwy. This property is located within the Commercial Hub placetype according to the Aurora Places comprehensive plan and is bordered by the Urban District placetype to the east. The subject property is bordered by the MU-C zone district to the south, the MU-R (Mixed-Use Regional) zone district to the east, and unincorporated Arapahoe County to the north and west. There is also a portion of nearby R-2 (Residential - Medium Density District) zoning to the northeast.

The requested MU-C zoning designation allows for a wide variety of commercial and retail uses as well as some limited residential options. The intended use for this parcel, according to the applicant, is for development of a commercial pad site. No existing primary structure would be displaced as a result of this proposal or subsequent development. Commercial retail and services are identified as a primary land use of the Commercial Hub placetype within the Aurora Places comprehensive plan. The site is at the intersection of two major arterial streets with new development occurring in surrounding areas. The site is also near two highway interchanges with the new Picadilly/I-70 interchange about a mile to the north and the Stephen D. Hogan/E-470 interchange to the east. Furthermore, commercial retail and/or service uses would meet the described purpose of the MU-C zone district which is to "provide retail goods and services to satisfy the household and personal needs of the residents of nearby residential neighborhoods."

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

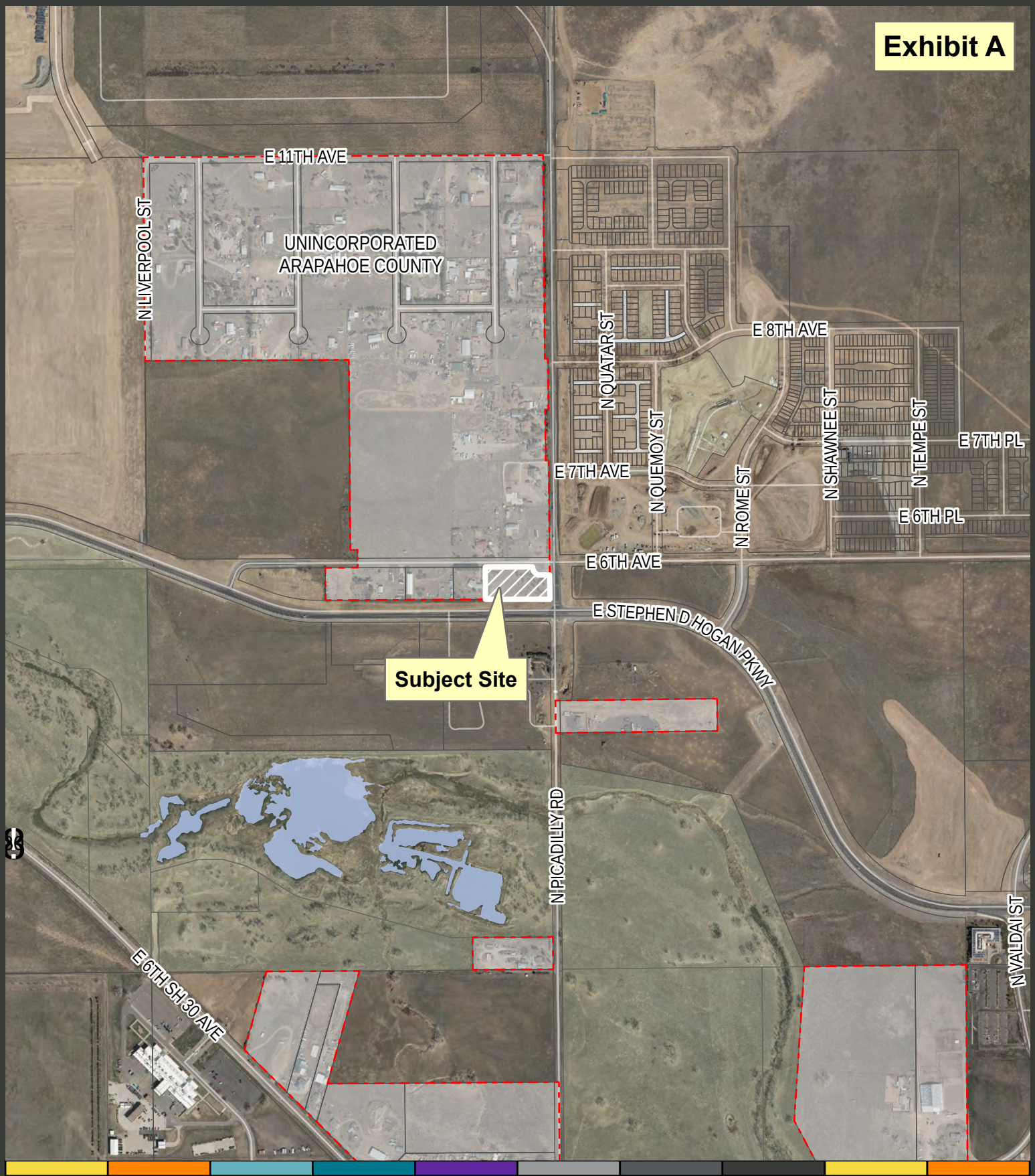
Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

QUESTIONS FOR COUNCIL

Does the City Council wish to approve the Zoning Map Amendment to initially zone the property to the MU-C District?

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

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City of Aurora, Colorado

Picadilly and Stephen D Hogan Annexation
Zoning Map Amendment

Miles 0 0.05 0.1

Case Number: 2025-2000-00
Development Application: #2404-00

2/20/2025 I:\GIS\ArcGIS_Pro_Projects\Planning\Development Review\Data Services\VicinityMap_Pro\VicinityMap_Pro_Arial.aprx

ORDINANCE NO. 2025- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, INITIALLY ZONING A PARCEL OF LAND MEASURING 2.589 ACRES, MORE OR LESS, LOCATED NORTHWEST OF THE INTERSECTION OF STEPHEN D HOGAN PARKWAY AND PICADILLY ROAD TO MIXED-USE CORREDOR DISTRICT AND AMENDING THE ZONING MAP ACCORDINGLY (THE PICADILLY AND STEPHEN D HOGAN ANNEXATION ZONING MAP AMENDMENT)

WHEREAS, the applicant has requested that approximately 2.589 acres of land, more or less, generally located northwest of the intersection of Stephen D Hogan Parkway and Picadilly Road to Mixed-Use Corridor District (MU-C); and

WHEREAS, Section 146-5.4.1.C.3 of the City Code provides that all applications for the initial zoning 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 February 26, 2025, following a public hearing, the Planning and Zoning Commission voted to recommend the zoning of the parcel.

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 zoning 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 parcel, as more particularly described in "Exhibit A," attached hereto and incorporated herein, is hereby zoned Mixed-Use Corridor District (MU-C), and the City zoning map is hereby amended in accordance with said zoning.

Section 3. All ordinances or parts of ordinances of the City in conflict herewith are expressly repealed. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

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.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2025.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM BY CITY ATTORNEY PETE SCHULTE:

Lena McClelland RLA
_____
LENA MCCLELLAND, Assistant City Attorney

LEGAL DESCRIPTION

A PARCEL OF LAND IN THE SE 1/4 OF SECTION 2 AND THE NE 1/4 OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 11;

THENCE NORTH 0°31'07" WEST, A DISTANCE OF 30.00 FEET;

THENCE SOUTH 89°43'32" WEST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00°31'07" EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF NORTH PICCADILLY ROAD, A DISTANCE OF 270.00 FEET TO THE SOUTHEAST CORNER OF A PARCEL RECORDED AT RECEPTION NO. E4009096;

THENCE ALONG THE SOUTHERLY LINE AND THE WESTERLY LINE OF SAID PARCEL AND THE NORTHERLY PROLONGATION THEREOF, THE FOLLOWING TWO (2) COURSES:

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2) NORTH 00°31'07" WEST, A DISTANCE OF 270.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 6TH AVENUE;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 89°43'32" EAST, A DISTANCE OF 417.70 FEET TO THE POINT OF BEGINNING.

CONTAINING: 112,779 SQUARE FEET OR 2.589 ACRES.

LEGAL DESCRIPTION

PARCELS OF LAND IN THE SE 1/4 OF SECTION 2 AND THE NE 1/4 OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 11, T.4S, R.66 WEST OF THE SIXTH PRINCIPAL MERIDIAN IS ASSUMED TO BEAR NORTH 89°43'32" EAST, BASED ON NAD83 (2011) COLORADO STATE PLANE CENTRAL ZONE (502) COORDINATES, AS MONUMENTED ON THE BOTH ENDS BY A 3.25" ALUMINUM CAP STAMPED LUCHETTI SURVEYING, PLS 36053, 2019"

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THENCE NORTH 0°31'07" WEST, A DISTANCE OF 30.00 FEET;

THENCE SOUTH 89°43'32" WEST, A DISTANCE OF 30.00 FEET TO THE **POINT OF BEGINNING;**

THENCE SOUTH 0°31'07" EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF NORTH PICCADILLY ROAD, A DISTANCE OF 270.00 FEET TO THE SOUTHEAST CORNER OF A PARCEL RECORDED AT RECEPTION NO. E4009096;

THENCE ALONG THE SOUTHERLY, WESTERLY, AND NORTHERLY LINES OF SAID PARCEL THE FOLLOWING THREE (3) COURSES:

1) THENCE SOUTH 89°43'32" WEST, A DISTANCE OF 417.70 FEET;

2) THENCE NORTH 0°31'07" WEST, A DISTANCE OF 210.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST 6TH AVENUE;

3) THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 89°43'32" EAST, A DISTANCE OF 172.70 FEET;

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 0°31'07" WEST, A DISTANCE OF 60.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 6TH AVENUE;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY, NORTH 89°43'32" EAST, A DISTANCE OF 245.00 FEET TO THE **POINT OF BEGINNING.**

CONTAINING: 102,417 SQUARE FEET OR 2.351 ACRES.

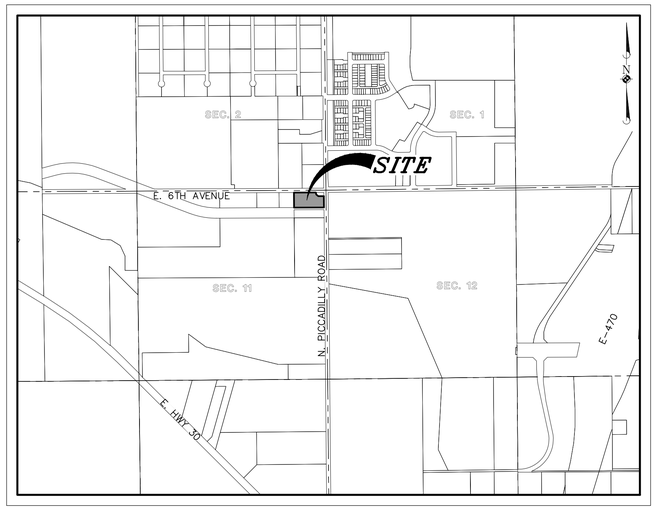
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

Manhard Consulting • 7600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 • 303.708.0500 • manhard.com
COLORADO | ILLINOIS | NEVADA | TEXAS | WISCONSIN

EXHIBIT B

ANNEXATION MAP

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 2 AND THE NORTHEAST QUARTER OF SECTION 11,
ALL IN TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF ARAPAHOE, STATE OF COLORADO



VICINITY MAP
T4S, R66W OF THE 6TH P.M.
(1" = 1000')

LEGAL DESCRIPTION (ANNEXATION AREA)

A PARCEL OF LAND IN THE SE 1/4 OF SECTION 2 AND THE NE 1/4 OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS:

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MAYOR	DATE
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SURVEYOR'S CERTIFICATION

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DATE OF PLAT OR MAP: JUNE 5, 2024, REVISED JANUARY 21, 2025

COLORADO LICENSED LYNN JACOBS 38495 2/03/2025 PROFESSIONAL LAND SURVEYOR

STACY LYNN JACOBS, PLS
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FOR AND ON BEHALF OF MANHARD CONSULTING
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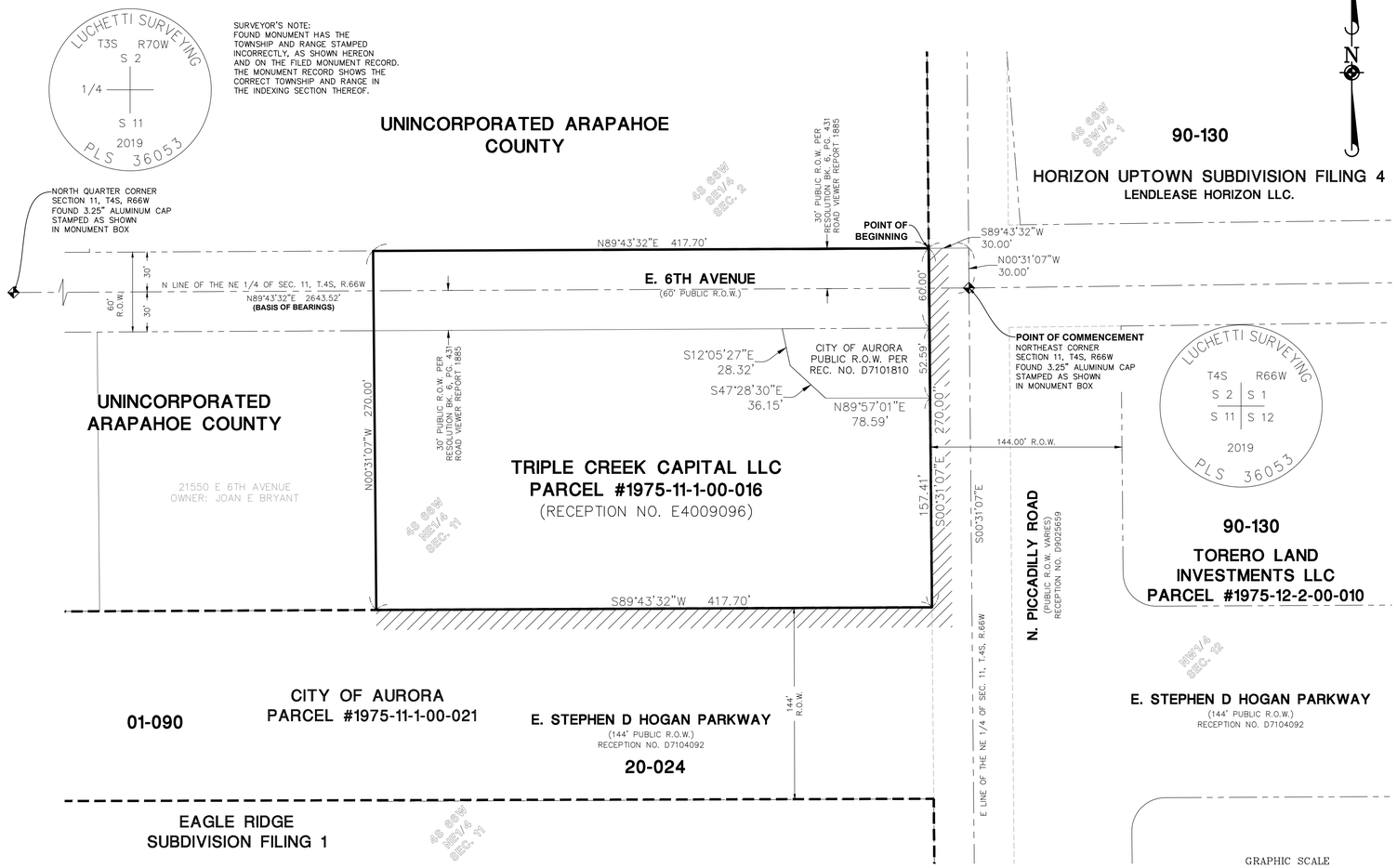

LEGEND

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- = CITY OF AURORA CONTIGUOUS BOUNDARY
- = EXISTING CITY OF AURORA ANNEXATION BOUNDARIES
- = SECTION LINE
- = ADJACENT PARCEL LINE

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CONTIGUOUS PERIMETER	687.7 FEET
TOTAL SITE AREA	102,417 SQUARE FEET (2.351 ACRES)
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2. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
3. THE LINEAL UNIT USED IN THE PREPARATION OF THIS SURVEY IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY, 1200/3937 METERS.
4. BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 11, T.4S, R.66 WEST OF THE SIXTH PRINCIPAL MERIDIAN IS ASSUMED TO BEAR NORTH 89°43'32" EAST, BASED ON NAD83 (2011) COLORADO STATE PLANE CENTRAL ZONE (502) COORDINATES, AS MONUMENTED ON THE BOTH ENDS BY A 3.25" ALUMINUM CAP STAMPED LUCHETTI SURVEYING, PLS 36053, 2019"
5. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY MANHARD CONSULTING TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, AND TITLE OF RECORD, MANHARD CONSULTING RELIED UPON THE TITLE COMMITMENT PREPARED BY FIDELITY NATIONAL TITLE, NATIONAL COMMERCIAL SERVICES, ORDER NUMBER N0036947-020-LM1-DK2, WITH A COMMITMENT DATE OF JANUARY 31, 2024.

DRAWN BY	DATE	REVISIONS
SLJ	1/31/25	REVISE BOUNDARY OF ANNEXATION PARCEL
MKW	1/29/25	ADD MONUMENT STAMP INFORMATION
MKW	1/21/25	CITY COMMENTS
MKW	10/1/24	UPDATE PER CITY COMMENTS
MKW	7/22/24	CLIENT COMMENTS
MKW	7/17/24	UPDATE PER CLIENT AND CITY COMMENTS

Manhard CONSULTING
7600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 ph:303.708.0500 manhard.com
Civil Engineering | Land Development | Surveying | Water Resource Management | Construction Management

6TH AVENUE & PICCADILLY ROAD
COUNTY OF ARAPAHOE, STATE OF COLORADO
ANNEXATION MAP

PROJ. MGR.: SLJ
PROJ. ASSOC.: SLJ
DRAWN BY: ALM/JDM
DATE: 05/29/2024
SCALE: N/A

SHEET 1 OF 1

GBC.AUC001.02

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February 3, 2025 - 10:43 Dwg Name: P:\Docscs01\Data\Land\Final Drawings\Exhibits Eng\Annexation Map.dwg Updated By: sjacobs

January 24th, 2024

Stephen Gubrud | Planner II
City of Aurora
15151 E. Alameda Pkwy, Aurora, CO 80012
303-739-7209

Re: Picadilly Rd & Stephen D Hogan Parkway Site – Annexation & Initial Zoning Submittal 1

Mr. Stephen Gubrud,

Please accept this letter as justification for the Initial Zoning of the subject property at the northwest corner of Picadilly Road & Stephen D Hogan Parkway. In addition to the Annexation of this site into the City of Aurora, an Initial Zoning application is being submitted concurrently to zone this property as MU-C (Mixed-Use Corridor). Currently the property is zoned A-1 (Agricultural) within Unincorporated Arapahoe County.

This site is currently bordered by Unincorporated Arapahoe County to the north and west, R-2 Residential & MU-R (Mixed-Use Regional) to the east, and MU-C (Mixed-Use Corridor) to the south. Bordering roadways consist of E. 6th Ave to the North, Picadilly Road to the east and Stephen D Hogan Parkway to the south. Given that the adjacent property directly to the south is currently zoned MU-C and is within the Commercial Hub Placetype on the City's Comprehensive Plan, an initial zoning to MU-C makes the most logical sense and fits within the context of the surrounding properties.

Conformance with the Initial Zoning / Rezone Criteria.

In summary, the applicant must demonstrate the change to the Zoning Map is required because of changed conditions or circumstances on the property or in the surrounding area and:

(1) That the proposed change is consistent with the spirit and intent of the Comprehensive Plan, with other policies and plans adopted by City Council, and with the purpose statement of the proposed new zone district;

As shown on the Comprehensive Plan, the subject property is within the Commercial Hub Placetype designation which encourages restaurants, commercial retail, and commercial services as its primary land use. The Commercial Hub placetype and MU-C

envisions uses that provide goods and services to satisfy the household and personal needs of residents of nearby residential neighborhoods, those traveling on adjacent collector and arterial corridors, and to allow for higher intensity general business and service activities. This aligns with the intent to provide drive-through restaurant pad sites on this property, which are a conditional use within MU-C. Currently, there is a lack of commercial services like this in this area to accommodate the increased residential development around and east of the E470 corridor. In addition, this property's intended commercial uses are compatible with the Comprehensive plan because of their adjacency to the intersections of two arterial streets, Stephen D Hogan Parkway and Picadilly Road.

(2) That the size, scale, height, density, and multi-modal traffic impacts of the proposed change in zoning are compatible with surrounding development or can be made compatible with surrounding development through approval conditions;
By rezoning to MU-C, the size, scale and height of the uses intended with this initial zoning are compatible with surrounding development and will fit cohesively within the adjacent land uses. Currently, this site is bordered by MU-C zoned properties to the south, making commercial uses a good fit within the site's context. As well, this property is adjacent to Stephen D Hogan Parkway and Picadilly Road, which will be built-out and improved to their ultimate condition per the current NEATS Plan.

(3) And that the change 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.
Currently no occupants or tenants reside on the subject property. The future development will enhance and extend the connections within this vacant property and to its surrounding properties.

Sincerely,

Garrett Graham

Garrett Graham, Senior Associate, PCS Group, Inc.
720-465-2261
garrett@pcsgroupco.com



Picadilly Rd & SHD Hogan Pkwy: Existing Zoning Designation Aurora, CO
January 2025

pcs group



Picadilly Rd & SHD Hogan Pkwy: Existing Zoning Designation Aurora, CO
January 2025

pcs group

Planning and Zoning Commission
DRAFT MINUTES
February 26, 2025

Commissioners Present	**Garrett Walls** **Becky Hogan** **Robert Gaiser** **Sonda Banka** **Gayle Jetchick** **Melvin Bush**
Commissioners Absent:	**Garrett Walls** **Robert Roth**

1. **Study Session – 5:00 p.m. – Planning Commission 101**

2. **Regular Meeting – Call to Order 6:10 p.m.**

3. **Roll Call**

4. **Pledge of Allegiance**
   Not Conducted Due to Virtual Meeting

5. **Approval of the Planning Commission Minutes**
   5.a. February 12, 2025 Draft Minutes
   A MOTION WAS MADE BY VICE-CHAIR HOGAN AND SECONDED BY COMMISSIONER BANKA TO APPROVE THE MINUTES AS SUBMITTED.

   MINUTES APPROVED UNANIMOUSLY WITHOUT OBJECTION

6. **Adoption of Agenda**

   MOVE TO APPROVE THE DRAFT AGENDA AS THE PERMANENT AGENDA. AGENDA ITEMS 8a – 8g WILL BE HEARD AT THIS MEETING ALL OTHER AGENDA ITEMS HAVE EITHER BEEN WITHDRAWN, ARE INACTIVE, OR ARE BEING CONTINUED TO A LATER DATE.

   VICE-CHAIR HOGAN MADE A MOTION TO AMEND THE AGENA AND ALLOW AGENDA ITEMS 8C-G TO BE HEARD BEFORE AGENDA ITEMS 8a AND 8b AND SECONDED COMMISSIONER JETCHICK

   MOTION PASSED UNANIMOUSLY.

7. **Consent Agenda**
   Not Conducted Due to Lack of Items.

8. General Business

8a. UNIFIED DEVELOPMENT ORDINANCE AMENDMENT – TEXT CHANGE TO CREATE A NEW SIGN CATEGORY

The Planning and Business Development Department recommends amending the zoning code within the Unified Development Ordinance (UDO) to allow a new category of sign, "City Property Signs." The proposal would add UDO Subsection 146-4.10.16 to enable this category of signs. The purpose of this category of signs, as described in the proposed definition, is to allow signage on city-owned property, regardless of zone district, that "*advertises or directs attention to a business, profession, commodity, entertainment, service, religious, charitable or non-profit organization, or an activity, product, good, or service that is not located upon or available upon the premises where the sign is located*" functioning like a billboard. The signage would only be allowed with the city's permission and at the city's prerogative as a landowner.

Design elements of signs are regulated in UDO Section 146-4.10. Generally, the sign code specifies the types, quantities, and dimensional aspects, including square footage, height, and minimum setbacks. This new category of signage is an addition to those currently permitted.

This ordinance proposal would permit "City Property Signs" up to 280 square feet and 25 feet tall, which can be 100% electronic message centers (EMC). Please note that if a sign has two or more display faces, the area of all faces will be included in determining the sign's total area. The code proposal also replicates technical criteria from the current EMC section of the sign code, limiting the frequency of message changes to no less than every eight seconds and addressing other technical criteria related to the sign's brightness. Additionally, the proposal mandates a minimum separation of 600 feet between "City Property Signs."

Testimony Given at the Hearing:

Brandon Cammarata, Planning Manager, gave a presentation of the item, including the staff recommendation of approval.

Commissioner Bush asked if a comparison was made against other municipalities and if this makes the City of Aurora more marketable. B. Cammarata responded that a comparison was not done and that the signs will be of a billboard type and will not necessarily be used to market Aurora but businesses within Aurora.

Commissioner Hogan asked who would be constructing the signs. B Cammarata responded the Zoning Code does not specify who builds the signs, but anecdotally, most billboards function through a sign company. Since the signs will be on city property, the city will have the discretion of whether they want to have this kind of sign.

Lena McClelland, City Attorney, added that the city does not regulate content when it comes to signs. The signs will be managed through a revocable license agreement between the city and the sign company and the owners of the signs themselves to use city property for the billboard.

Todd Messenger, Fairfield and Woods, P.C., 1801 California Street Suite 2600, Denver, CO, representing Lamar, spoke in support of the amendment and also explained the kinds of businesses that would be utilizing the billboards. Other uses for the billboards would include advertising local events and other city-related events as well as emergency notifications. T Messenger also noted that the billboards would be revenue generating for both the city and Lamar by selling advertising space as well.

Commissioner Jetchick asked about the timing of the signs, and who approves the content. B Cammarata responded the allowances for these signs will be consistent with the current code, and that the City does not regulate content of signs.

T. Messenger added that Lamar has high standards concerning the content of signs that they manage.

Jeannine Rustad, Director of Planning and Business Development, stated that staff and others have put a lot of thought and work into this amendment and have thought holistically beyond these five signs.

Vice-Chair Hogan asked if the city is only entertaining one company to oversee all of the signs. J Rustad responded that at this time, they are.

Commissioner Hogan asked for clarification if the motion would be a recommendation to the City Council. B Cammarata answered affirmatively.

Planning Commission Results
AGENDA ITEM 8a – ORDINANCE TEXT AMENDMENT TO ADD CITY PROPERTY SIGNS AS A NEW CATEGORY OF SIGNS

A MOTION WAS MADE BY COMMISSIONER BANKA AND SECONDED BY COMMISSIONER BUSH.

MOVE TO RECOMMEND APPROVAL TO THE AURORA CITY COUNCIL OF THE ORDINANCE TEXT AMENDMENT TO THE UDO TO CREATE CITY PROPERTY SIGNS AS A NEW CATEGORY BECAUSE THE PROPOSAL COMPLIES WITH THE REQUIREMENTS OF SECTION 146-5.4.1.C.3.B OF THE UNIFIED DEVELOPMENT ORDINANCE FOR THE FOLLOWING REASONS:

1. THE LIMITED NATURE OF THE PROPOSAL IS NOT ANTICIPATED TO CREATE A CLUTTERED SIGN APPEARANCE ON THE MAJOR STREETS (REF. AUTHENTIC AURORA, PAGE 97.)
2. THE PROPOSAL MAY CONTRIBUTE TO THE PROMOTION OF ECONOMIC GROWTH AND IS NOT ANTICIPATED TO CREATE MATERIAL RISKS TO PUBLIC HEALTH, SAFETY, AND WELFARE.

Further Discussion:
Commissioner Hogan stated support of the recommendation to City Council, even though there will be future challenges.

Commissioner Jetchick stated that when working with the Havana Business Improvement District, it took a lot of work and time to get the initial electronic sign code in place and complimented B Cammarata for the thorough explanation given during the presentation.

MOTION PASSED UNANIMOUSLY.

8b. UNIFIED DEVELOPMENT ORDINANCE AMENDMENT – TEXT CHANGE TO FOR PROCESS IMPROVEMENTS

The Planning and Business Development Department recommends amending the zoning code within the Unified Development Ordinance (UDO) to allow for process improvement changes to development application procedures. Text changes are proposed to Section 146-5.2, -5.3, and -5.4 to remove the preliminary plat procedures, insert a new neighborhood plan procedure, and to remove all subarea variations from the master plan and site plan approval processes.

The proposed amendment is the result of staff study and development partner collaborations over the course of 2024, with the intent to address process issues identified by the Red Tape Committee and MIG Process Improvement Study in 2023. To address issues with frequent amendments and a lengthy approval process for master plan applications, staff proposes an optional neighborhood plan application to simplify the master plan process, and reduce site plan requirements for phased developments. Additionally, staff proposes removing subarea variations for site plan and master plan applications, by assigning a decision review for each application type, rather than the geographic location of that application.

This proposal has been discussed and presented with the Development Review Advisory Board (DRAB), Joint Task Force (JTF), and Planning and Economic Development Committee (PED) on multiple occasions and has been recommended to advance. Early concepts were also introduced for feedback at a Planning Commission Study Session held in March of 2024.

The application is supported by several policies and goals of the Aurora Places Comprehensive Plan and meets the approval criteria for UDO text amendments in Code Section 146-5.4.1.C.3.

Testimony Given at the Hearing:

Aja Tibbs, Case Manager, gave a presentation of the item, including the staff recommendation of approval.

Commissioner Jetchick stated that with all of the code changes over the past several years, this amendment makes sense.

Commissioner Banka concurred with Commissioner Jetchick and is pleased to see streamlined processes to help the development community.

Commissioner Gaiser stated support for the UDO Text Change Amendment.

Commissioner Bush concurred with the other commissioners.

Commissioner Hogan stated that this will offer equitability and fairness between the sub-areas and added that it would be best if the city gave community members the time to review site plans in every area. Commissioner Hogan stated that many of the site plans brought before the commission have not been good and would like to see better site plans overall.

Planning Commission Results

AGENDA ITEM 8b – UNIFIED DEVELOPMENT ORDINANCE AMENDMENT – TEXT CHANGE FOR PROCESS IMPROVEMENTS

A MOTION WAS MADE BY COMMISSIONER BANKA AND SECONDED BY COMMISSIONER GAISER.

MOVE TO RECOMMEND APPROVAL TO THE AURORA CITY COUNCIL OF THE ORDINANCE TEXT AMENDMENT TO THE UDO TO ALLOW FOR PROCESS IMPROVEMENT CHANGES TO DEVELOPMENT APPLICATION PROCEDURES BECAUSE THE PROPOSAL COMPLIES WITH THE REQUIREMENTS OF CODE SECTION 146-5.4.1.C.3.B OF THE UNIFIED DEVELOPMENT ORDINANCE FOR THE FOLLOWING REASONS:

1. IT IS CONSISTENT WITH THE SPIRIT AND INTENT OF THE COMPREHENSIVE PLAN AND POLICIES ADOPTED BY THE CITY COUNCIL; AND
2. IT IS REQUIRED TO PROMOTE ECONOMIC GROWTH AND INVESTMENT THAT WILL NOT CREATE MATERIAL RISKS TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Further Discussion:
No further discussion occurred.

MOTION PASSED UNANIMOUSLY.

8cd. KESTREL 230Kv INTERCONNECTION – CONDITIONAL USE AND SITE PLAN
The applicant, Xcel Energy, is requesting approval for a Site Plan and Conditional Use for a new 230-kilovolt(kV) interconnection electric transmission line. The extension of the *overall* project will measure roughly 1.3 miles in length, with about 0.83 miles situated within the City of Aurora. The line is located between the existing 230-kV transmission line owned by Xcel Energy, situated to the north of Union Pacific Railroad (UPRR), Smith Road, and the new Kestrel Substation located to the south in the Aurora Crossroads master planned area. The east-west segment, located in the Prologis Park 70 development, is approximately 0.18 miles, and is within the Business/Tech District (I-1) zoning district, and the north-south segment running along the east perimeter of the Aurora Crossroads for approximately 0.5 miles is within the Mixed-Use Regional (MU-R) zone district. The remainder of the overall Kestrel transmission line is located in portions of Arapahoe County, Adams County and Colorado Department of Transportation (CDOT) right-of-way.

The proposed use, electric transmission line, is categorized as *a Minor Utility* per the Unified Development Ordinance (UDO) and requires Conditional Use approval. No adjustments are requested or required with the application.

The proposed Kestrel Interconnection Project intends to extend the current 230-kV transmission line owned by Xcel Energy to the new Kestrel Substation located in Aurora Crossroads situated on the Gun Club Data Center Campus. The substation will provide power to the data center campus. Construction is expected to last around six months.

Six (6) registered neighborhood associations and twenty-three (23) abutting property owners were notified of the application. No comments were received, and a neighborhood meeting was not held

Testimony Given at the Hearing:

Rachid Rabba, Case Manager, gave a presentation of the item, including the staff recommendation of approval.

Vice-Chair Hogan asked if both Adams and Arapahoe counties were notified of the application.

Cory Miller, Xcel Energy, 1800 Larimer Street, Denver, CO, representing the applicant, responded both counties were notified and gave their approvals.

Josh Ratliff, Ulteig, 5575 DTC Blvd, Greenwood Village, CO, was available for questions.

Steve Hansen, Burns & McDonnell, 91*91 Jamaica St, Centennial, CO, was available for questions.

Planning Commission Results
AGENDA ITEM 8c – CONDITIONAL USE FOR A MINOR UTILITY

A MOTION WAS MADE BY COMMISSIONER BUSH AND SECONDED BY COMMISSIONER BANKA.

MOVE TO APPROVE THE CONDITIONAL USE REQUEST BECAUSE THE PROPOSAL COMPLIES WITH THE REQUIREMENTS OF CODE SECTION 146-5.4.3.A.3 OF THE UNIFIED DEVELOPMENT ORDINANCE, FOR THE FOLLOWING REASONS:

1. THE APPLICATION COMPLIES WITH APPLICABLE STANDARDS IN THE UNIFIED DEVELOPMENT ORDINANCE AND THE AURORA CROSSROADS MASTER PLAN.
2. THE APPLICATION WILL NOT CREATE DISLOCATIONS OF TENANTS OR OCCUPANTS OF THE PROPERTY;
3. THE SIZE, SCALE, HEIGHT, DENSITY, TRAFFIC IMPACTS ARE COMPATIBLE WITH EXISTING UTILITY LINES USES IN THE AREA AND WILL NOT CHANGE THE PREDOMINANT CHARACTER OF THE AREA, AND
4. MEASURES HAVE BEEN TAKEN TO MITIGATE ADVERSE IMPACTS ON THE SURROUNDING DEVELOPMENT.

Further Discussion
No further discussion occurred.

MOTION PASSED UNANIMOUSLY.

AGENDA ITEM 8d – SITE PLAN

A MOTION WAS MADE BY COMMISSIONER GAISER AND SECONDED BY COMMISSIONER JETCHICK.

APPROVE THE SITE PLAN, WITH ONE CONDITION, BECAUSE THE PROPOSAL COMPLIES WITH CODE SECTION 146-5.4.3.B.2 OF THE UNIFIED DEVELOPMENT ORDINANCE FOR THE FOLLOWING REASONS:

- THE PROPOSED DEVELOPMENT COMPLIES WITH ALL APPLICABLE STANDARDS IN THE UDO FOR A MINOR UTILITY;
- THE PROPOSED DEVELOPMENT IS COMPATIBLE WITH THE SURROUNDING LAND USES AND WILL MINIMALLY IMPACT THE EXISTING NATURAL AREA: AND,
- THE PROPOSED DEVELOPMENT MITIGATES ADVERSE IMPACTS ON THE SURROUNDING AREA TO THE DEGREE PRACTICABLE.

APPROVAL IS TO BE SUBJECT TO THE FOLLOWING CONDITION:

1. RESOLUTION OF OUTSTANDING TECHNICAL ISSUES PRIOR TO THE RECORDATION OF THE SITE PLAN AND ISSUANCE OF ANY BUILDING PERMITS.

Further Discussion
No further discussion occurred.

MOTION PASSED UNANIMOUSLY.

8ef. GE'EZ CENTER – CONDITIONAL USE AND SITE PLAN

The applicant's agent, LAI Design Group, on behalf of 3550 Chambers LLC, requests approval of a Site Plan and Conditional Use application for a mixed-use site containing a hotel, event center, and restaurant(s) with a drive up/drive through component on an approximately 4.2-acre site within the MU-C (Mixed-Use Corridor) zone district. The subject site is located at 3550 Chambers Rd. and is situated on the northeast corner of the intersection of Chambers Road and E 33rd Place. The property was the subject of a Zoning Map Amendment, which was reviewed by the Planning Commission and approved by the City Council on January 8th, 2024, amending the site's zoning designation from I-1 (Business/Tech District) to MU-C (Mixed-Use Corridor). The subject site is bordered by adjacent MU-C zoning to the north and west and I-1 (Business/Tech District) zoning to the south and east. There is also a nearby portion of R-R (Residential-Rural District) zoning to the northeast.

The Ge'ez Center site will contain 3 lots where each lot will be occupied by an individual use.

Lot 1- The westernmost lot, along Chambers Road will contain one building with 3 restaurant tenant spaces. The southernmost storefront will be approximately 2,500 sf and will offer drive-through services as an accessory use which necessitates Conditional Use approval. The middle space is expected to be approximately 1,500 sf in size, and the northernmost tenant space will be approximately 2,500 sf and will contain an outdoor dining patio with roll -up doors to create an open indoor/outdoor dining concept when feasible. Pedestrian access to this lot will be provided via an accessible walkway from E 35th Ave. and cross site access will be available via a patterned pedestrian crossing from the parcel to the east. Vehicular access is provided by access points from both E. 35th Ave and E 33rd Pl. All three restaurants are expected to operate during normal business hours of approximately 5:00AM-11:00PM. At this time, no specific tenants have been identified.

Lot 2 - The middle of the 3 lots, will be the location of the hotel. The proposed Microtel Inn, which is a part of the Wyndham Hotels brand, will be a four-story, approximately 35,112 sf hotel with 81 rooms. Pedestrian access for this site will be provided via two accessible walkways from E 33rd Pl leading to the entrances on either side of the building. Vehicular access will be provided from both E 35th Ave. and E 33rd Pl. The hotel will operate on a 24 hour basis as is typical and will employ approximately 10-15 staff members.

Lot 3 – The easternmost lot on this site along Helena St., will be the location of the proposed Event Center. The event center will be approximately 9,923 sf in size and would host a variety of event types including: weddings, graduations, conferences, large scale meetings, and other social events. It is expected that on site sales of alcohol will occur at this location and amplified or live music may also be included depending on the event. The event center will operate during normal business hours and close by 12:00AM on a daily basis. Pedestrian access to this site will be provided via accessible pedestrian paths from both Helena St. and E 33rd Pl. and vehicle access will be available from E 33rd Pl. and E 35th Ave.

Overall site amenities include outdoor dining and gathering spaces, plaza areas with bench seating or picnic tables, and installation of cultural art. Architectural elevations and a materials board has been submitted for the proposed structures, which has been reviewed for compliance with the City's four-sided building design requirements. Materials will include a mix of cementitious paneling, metal, stone veneer, and horizontal siding.

Due to the mixed-use nature and inclusion of a drive-through restaurant within the site, special emphasis has been placed on creating highly visible pedestrian connections between on-site uses. The proposed site plan design meets all applicable requirements and ensures that all potential negative impacts are mitigated and that the proposed use's size, scale, height, density, and traffic impacts are compatible with existing nearby development. No adjustments or waivers have been proposed with this application.

An operations plan has been outlined describing the various hours of operations, employees, shifts, and security measures intended for the site. Only the hotel component of this site will be operating 24 hours a day. with the event center ceasing operations at 12:00 AM and all restaurants expected to operate during typical business hours from 5:00 AM- 11:00 PM. On-site security cameras will be installed and a security guard will be present for scheduled events.

No neighborhood comments were received during the review process. Therefore, no neighborhood meeting was held.

Testimony Given at the Hearing:

Stephen GuBrud, Case Manager, gave a presentation of the item, including the staff recommendation of approval.

Commissioner Banka left the meeting at approximately 6:55 p.m.

Jennifer Carpenter, LAI Design Group, 116 Inverness Dr East, Suite 340, Englewood, CO, representing the applicant, gave a presentation of the item.

Christopher McGranahan, LSC Transportation Consultants, Inc, 1889 York Street, Denver, CO

Vice-Chair Hogan asked if there was a cross-parking agreement between the restaurants, hotel and even center or will they all be treated as individual parking areas and be designated so by signage. J Carpenter responded that the site is being developed for each lot to stand on its own. It is not known whether a cross-parking agreement will be needed until the end users are determined.

Planning Commission Results

AGENDA ITEM 8e – CONDITIONAL USE FOR A DRIVE-THROUGH IN MU-C ZONE DISTRICT

A MOTION WAS MADE BY COMMISSIONER JETCHICK AND SECONDED BY COMMISSIONER GAISER.

APPROVE THE CONDITIONAL USE REQUEST BECAUSE THE PROPOSAL COMPLIES WITH THE CRITERIA IN CODE SECTION 146-5.4.3.A.3. OF THE UNIFIED DEVELOPMENT ORDINANCE FOR THE FOLLOWING REASONS:

1. COMPLIES WITH THE STANDARDS OF THE UDO;
2. IS COMPATIBLE WITH THE SURROUNDING DEVELOPMENT;
3. WILL NOT CHANGE THE PREDOMINANT CHARACTER OF THE AREA;
4. MITIGATES NEGATIVE EXTERNAL EFFECTS ON NEARBY USES; AND

5. EXISTING INFRASTRUCTURE AND PUBLIC IMPROVEMENTS HAVE ADEQUATE CAPACITY TO SERVE THE DEVELOPMENT.

Further Discussion:
No further discussion occurred.

MOTION PASSED UNANIMOUSLY.

AGENDA ITEM 8f – SITE PLAN

A MOTION WAS MADE BY COMMISSIONER JETCHICK AND SECONDED BY COMMISSIONER BUSH.

APPROVE THE SITE PLAN BECAUSE THE PROPOSAL COMPLIES WITH THE REQUIREMENTS OF CODE SECTION 146-5.4.3.B.2 OF THE UNIFIED DEVELOPMENT ORDINANCE FOR THE FOLLOWING REASONS:

1. THE APPLICATION COMPLIES WITH THE STANDARDS OF THE UDO:
2. IS COMPATIBLE WITH THE SURROUNDING DEVELOPMENT;
3. PROVIDES FOR HIGH-QUALITY FOUR-SIDED ARCHITECTURE;
4. MITIGATES NEGATIVE EXTERNAL EFFECTS ON NEARBY USES; AND
5. ESTABLISHES ADEQUATE VEHICULAR AND PEDESTRIAN CIRCULATION AND CONNECTIVITY.

APPROVAL IS TO BE SUBJECT TO THE FOLLOWING CONDITION:

1. RESOLUTION OF OUTSTANDING TECHNICAL ISSUES PRIOR TO THE RECORDATION OF THE SITE PLAN AND ISSUANCE OF ANY BUILDING PERMITS.

Further Discussion:
No further discussion occurred.

MOTION PASSED

8g. PICADILLY AND STEPHEN D HOGAN ANNEXATION – ZONING MAP AMENDMENT TO INITIALLY ZONE TO MU-C

Commissioner Banka rejoined the meeting at 7:01 p.m.

The applicant's agent, PCS Group, on behalf of Triple Creek Capital LLC, requests approval of a Zoning Map Amendment for the initial zoning of approximately 2.35 acres as MU-C (Mixed-Use Corridor). This initial zoning application is being requested along with an annexation for the same area. Annexations are not heard by the Planning and Zoning Commission. The subject parcel is located on the northwest corner of the intersection of Picadilly Rd. and E Stephen D Hogan Pkwy. This property is located within the Commercial Hub placetype according to the Aurora Places comprehensive plan and is bordered by the Urban District placetype to the east. The subject property is bordered by the MU-C zone district to the south, the MU-R (Mixed-Use Regional) zone district to the east, and unincorporated Arapahoe County to the north and west. There is also a portion of nearby R-2 (Residential - Medium Density District) zoning to the northeast.

The requested MU-C zoning designation allows for a wide variety of commercial and retail uses as well as some limited residential options. According to the applicant, the intended use for this parcel is for the development of a commercial pad site. Commercial retail and services are identified as a primary land use of the Commercial Hub placetype within the Aurora Places comprehensive plan. The site is at the intersection of two major arterial streets, and new developments are occurring in surrounding areas. The site is also near two highway interchanges with the new Picadilly/I-70 interchange about a mile to the north and the Stephen D. Hogan/E-470 interchange to the east. Furthermore, commercial retail and/or service uses would meet the purpose described by the MU-C zone district, which is to "provide retail goods and services to satisfy the household and personal needs of the residents of nearby residential neighborhoods."

Adjacent property owners were notified of the application. No neighborhood comments were received during the review process therefore no neighborhood meeting was held.

Testimony Given at the Hearing:

Stephen GuBrud, Case Manager, gave a presentation of the item, including the staff recommendation to recommend approval to the Aurora City Council.

The Planning Commission did not have any questions for staff or the applicant.

Garrett Graham, PCS Group, 200 Kalamath St, Denver, CO, was available for questions.

Steven Nichols, Triple Creek Capital, LLC, 2953 S Peoria St, Suite 200, Aurora, CO, was available for questions.

Planning Commission Results

AGENDA ITEM 8g – ZONING MAP AMENDMENT TO INITIALLY ZONE TO MU-C

A MOTION WAS MADE BY COMMISSIONER BUSH AND SECONDED BY COMMISSIONER BANKA.

MOVE TO RECOMMEND APPROVAL TO THE AURORA CITY COUNCIL FOR THE PICADILLY AND STEPHEN D HOGAN ANNEXATION - ZONING MAP AMENDMENT TO MU-C (MIXED-USE CORRIDOR) DISTRICT, BECAUSE THE PROPOSAL COMPLIES WITH THE REQUIREMENTS OF CODE SECTION 146-5.4.1.C OF THE UNIFIED DEVELOPMENT ORDINANCE FOR THE FOLLOWING REASONS:

1. THE INITIAL ZONING AND RELATED ANNEXATION ARE NEEDED TO INTEGRATE THE CURRENT PARCEL INTO THE SURROUNDING CITY OF AURORA ZONING TO RESULT IN CONSISTENT ZONING AND JURISDICTION IN THIS DEVELOPING AREA. CONSISTENT ZONING AND JURISDICTION HELP TO CLARIFY EXPECTATIONS FOR DEVELOPMENT RESPONSIBILITIES AS WELL AS MAINTENANCE OF PUBLIC INFRASTRUCTURE AND PROVISION OF SERVICES.
2. THE SITE IS PROXIMATE TO DEVELOPING TRANSPORTATION FACILITIES, AND SURROUNDING AREAS ARE ALSO SEEING NEW DEVELOPMENTS IN THE CITY.
3. THE POTENTIAL SIZE, SCALE, HEIGHT AND DENSITY OF THE PROPOSED INITIAL ZONING TO MU-C ARE COMPATIBLE WITH THE CURRENT IMPACTS ASSOCIATED WITH THE ADJACENT MIXED-USE ZONING DISTRICTS.
4. THE INITIAL ZONING WILL BE A BENEFIT TO THE SURROUNDING NEIGHBORHOODS AND WILL BE PROGRESS TOWARD MEETING GENERAL EMPLOYMENT GOALS OUTLINED IN THE COMPREHENSIVE PLAN.

Further Discussion:
No further discussion occurred.

MOTION PASSED UNANIMOUSLY.

9. Public Invited to be Heard

There was no public comment.

10. Commissioner Comments/Miscellaneous Items of Business

Commissioner Banka apologized for her brief absence during the meeting.

Commissioner Bush asked if the members of the commission could be provided a copy of the presentation given during the study session. B. Cammarata responded that it would be provided.

Commissioner Hogan notified the Commission of the passing of former Commissioner Dennis Lyon.

11. Reports

10a. Report by Planning Division Manager

Brandon Cammarata, Panning Division Manager, reviewed the Administrative Decisions made over the past two weeks. Projects include 2020 Tower Road and the Bijou-Invicta Gas Permit.

10b. Report by City Attorney

Lena McClelland, Assistant City Attorney, gave an update on the 2025 state legislative session.

A general discussion ensued.

Commissioner Banka asked about the city's stance on the building defect bill. L McClelland responded that the city is currently reviewing the bill and its proposed amendments.

12. Adjournment

Chairman Walls adjourned the meeting at 8:17 p.m. until March 12, 2025.

CITY OF AURORA
Council Agenda Commentary

Item Title: Picadilly and Stephen D. Hogan Annexation Agreement
Item Initiator: Cesarina Dancy, Manager, Office of Development Assistance
Staff Source/Legal Source: Justin Andrews, Project Manager, Development Services / Brian Rulla, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 5.0--Be a great place to locate, expand and operate a business and provide for well-planned growth and development

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 4/7/2025

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)

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

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as Proposed at Study Session

☐ Approve Item and Move Forward to Regular Meeting

☒ Approve Item as Proposed at Regular Meeting

☐ Information Only

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☒ Minutes Not Available

☐ Minutes Attached

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

A petition for annexation was filed with the City Clerk for annexation of a 2.589-acre parcel owned by Triple Creek Capital LLC. This parcel is located at the northwest corner of Picadilly Road and Stephen D. Hogan Parkway (see attached vicinity map).

City Council made a finding of substantial compliance regarding this annexation on February 10, 2025.

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

A petition for annexation was filed with the City Clerk for annexation of a 2.589-acre parcel owned by Triple Creek Capital LLC. This parcel is located at the NWC of Picadilly Road and Stephen D. Hogan Parkway (see attached vicinity map).

The parcel falls within the City's Annexation Boundary and meets contiguity requirements. A site plan for commercial land use is anticipated following annexation.

The Initial Zoning Ordinance will be presented to City Council concurrently with the Annexation Ordinance. The initial zoning follows the City's Comprehensive Plan.

The annexation process follows state law, and this annexation will be considered over three City Council meetings. Consideration of this resolution is item #3 listed below:

1) City Council considers approval of a Resolution making a finding that the Petition is in substantial compliance with statutory requirements and sets the Public Hearing date.
2) City Council conducts the Public Hearing, considers approval of a Resolution making a finding that the land is eligible for annexation, and considers Introduction of the Annexation Ordinance.
3) City Council considers the Annexation Ordinance on final reading and the Annexation Agreement will be presented for Council consideration.

The proposed agreement follows the City’s model annexation 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.)

Annexation obligates the City to provide municipal services and utilities upon development. The fiscal impact of this development will be offset by various fees and taxes.

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.)

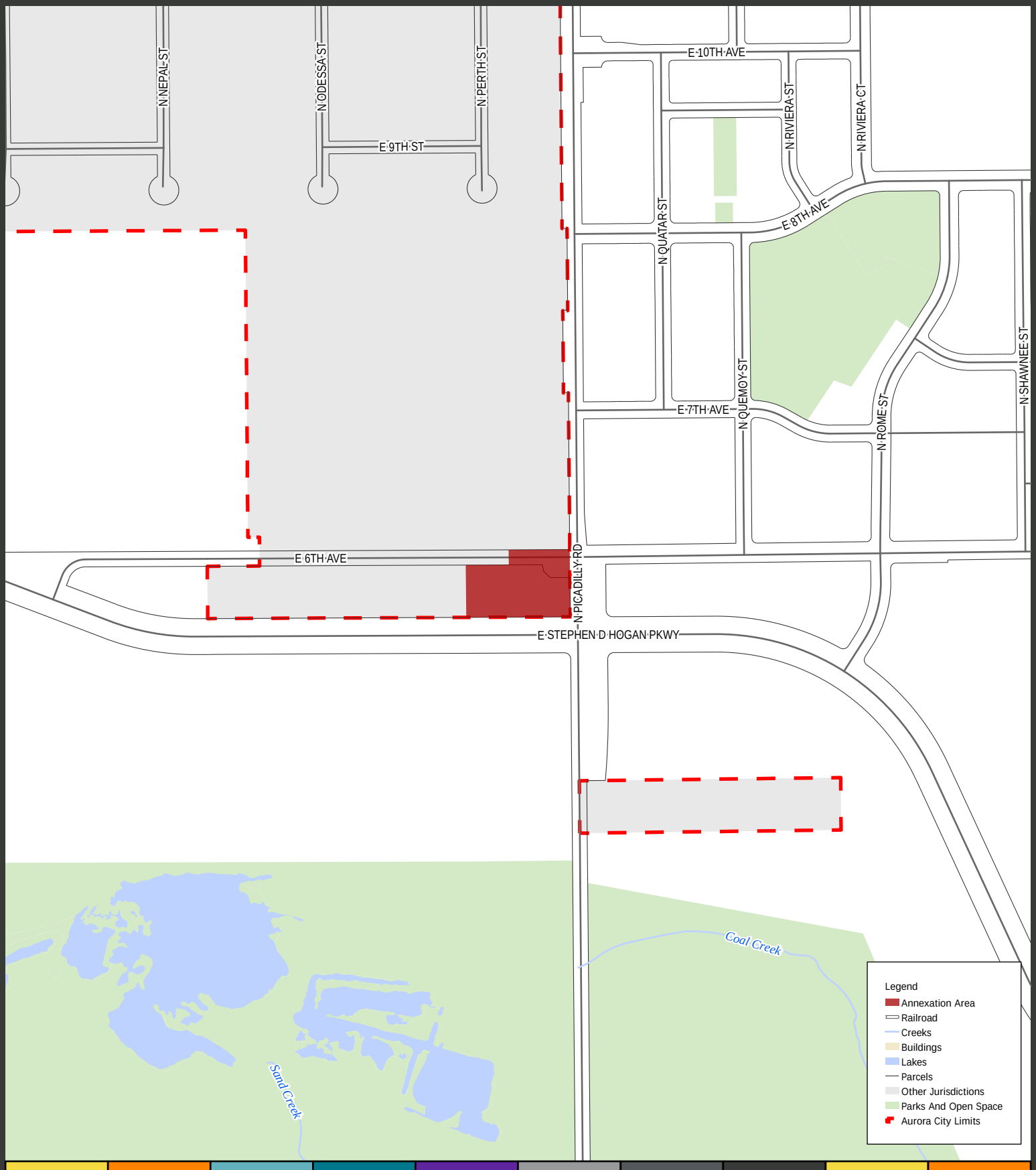
N/A

QUESTIONS FOR COUNCIL

Does City Council wish to approve this Annexation Agreement?

LEGAL COMMENTS

A municipality is not legally required to annex area pursuant to landowner's annexation petition, but may impose additional terms and conditions for annexation in accordance with Annexation Act. Superior v. Midcities Co., 933 P.2d 596 (Colo.1997). This Annexation Agreement memorializes those conditions. The agreement is based upon the City's model agreement. (Rulla)



Planning and Business Development

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

City of Aurora, Colorado

Picadilly and Stephen D. Hogan Pkwy Annexation

January 16, 2025

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ANNEXATION AGREEMENT

This Agreement ("Agreement") made and entered into this _____ day of _____, 202_, by and between Triple Creek Capital LLC, a Colorado limited liability company ("Annexor") and the City of Aurora, a home rule municipal corporation of the Counties of Adams, Arapahoe, and Douglas, State of Colorado (the "City").

RECITALS

Annexor is the owner of the property described in Exhibit "A," attached hereto (the "Property") and has filed a petition to annex said property to the City.

In consideration of the foregoing premise and the covenants, promises, and agreements of each of the parties hereto, to be kept and performed by each of them, IT IS AGREED:

1. DEFINITIONS

1.1 "Annexor" shall mean and refer to Annexor, and its heirs, successors, assigns, and designees.

1.2 "Approvals" shall mean any ordinances, resolutions and/or other written instruments as may be required to effect approval of the annexation, this Agreement and any related zoning approvals in a form that is substantially consistent with the applications Petitioner submits in connection with the Petition.

1.3 "Capital Impact Fee" shall mean the City's fee established by City Council that shall be levied and assessed on a per-unit basis (residential uses) as a condition of issuance of a building permit for the purpose of defraying the projected impacts on capital facilities of the City caused by proposed development.

1.4 "City" shall mean the City of Aurora, Colorado.

1.5 "City Code" shall mean the City Code of the City of Aurora, Colorado.

1.6 "City Council" shall mean and refer to the City Council of the City.

1.7 "City Specifications" shall mean and refer to all rules, regulations, and standards however adopted by the City including but not limited to the City Storm Drainage and Technical Criteria Manual, The Aurora Water Standard Specifications Regarding Water, Sanitary Sewer, and Storm Drainage Infrastructure, City Rules and Regulations regarding Stormwater Discharges

Associated with Construction Activities as context requires and as each of the foregoing may be amended from time to time.

1.8 "Crossings" shall mean and refer to all bridges, culverts, or other types of facilities or structures used to cross roadways, drainage ways, or storm drainage areas.

1.9 "Drainage Master Plan" shall mean the overall plan developed by the General Manager of the Water Department, City Engineer, or their respective designees, that addresses various matters relating to storm drainage within the City, including the identification of drainage and flooding problems, the compilation of base data related to rainfall and runoff, proposals for controlling storm water flows, and cost control measures regarding the construction, operation and maintenance of drainage facilities.

1.10 *"Freeboard"* shall mean the vertical distance in feet above a predicted water surface elevation intended to provide a margin of safety to compensate for unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood such as debris blockage of bridge openings and the increased runoff due to urbanization of the watershed.

1.11 "Legal Challenge" shall mean either any third party commences any legal proceeding or other action that directly or indirectly challenges the City's annexation of the Property or the City's granting of the Approvals; or any third party submits a petition for a referendum seeking to reverse or nullify any of the Approvals.

1.12 "Major Drainage Facility" shall mean those drainage facilities as defined in Section 138-361 of the City Code, City's Drainage Master Plans and City Specifications.

1.13 "Minor Drainage Facility" shall mean those drainage facilities as defined in Section 138-361 of the City Code and City Specifications.

1.14 "Park Development Fee" shall mean the City's fee established by City Council, payable at the time of building permit issuance, that the City charges to offset the costs to the City of improvements to public park lands that are required to address the impacts to such parks from development on the Property.

1.15 "Petition" shall mean the Petition for Annexation that Annexor executed and submitted to the City on [_____,]20_____.

1.16 "Property" shall mean the real property described in Exhibit A, attached hereto and incorporated herein by reference.

1.17 "Regional Drainage Facility" shall mean those drainage facilities defined as "regional facilities" in Section 138-361 of the City Code and identified in City Master Plans.

1.18 "Regional Water and Sewer Infrastructure" shall mean infrastructure that provides service to multiple developments as further defined in City Code and identified in City Master Plans.

1.19 "Sewer Collection Lines" shall mean the sewer collection lines necessary to serve an individual development and in most cases are twelve inches (12") and smaller.

1.20 "Sewer Interceptor Development Fee" shall mean the City's fees established by City Council that the City charges for extension by the City of sewer interceptor lines and other improvements necessary to provide sanitary sewer service to development on the Property.

1.21 "Sewer Interceptor Lines" shall mean and refer to sewer lines which provide service to more than one subdivider and in most cases are larger than twelve inches (12") in diameter.

1.22 "Siren Fee" shall mean the City's established by City Council, payable at the time of subdivision platting, that the City charges for providing public safety warning sirens to serve the Property.

1.23 "Storm Drainage Development Fee" shall mean the City's fee established by City Council that is levied and assessed upon each vacant and undeveloped lot and parcel of land within the City for the purpose of funding the construction and installation of Regional Drainage Facilities in accordance with the Drainage Master Plan and Stormwater Capital Improvement Plan.

1.24 "Streets" shall mean and refer to local, residential, commercial, collector, minor, and principal arterial streets, highways, expressways, and roadways.

1.25 "Water Distribution Lines" shall mean the waterlines necessary to serve an individual development and in most cases are twelve inches (12") and smaller.

1.26 "Water Transmission Lines" shall mean and refer to water lines which provide service to more than one subdivider and in most cases are larger than twelve inches (12") in diameter.

1.27 "UDO" shall mean and refer to the Unified Development Ordinance adopted by City Council as may be amended from time to time.

2. STREETS

2.1 Annexor shall dedicate free and clear of all liens and encumbrances of any kind, all rights of way for public streets for the full width thereof, as required by the City. Annexor shall design and fully improve to City standards all public streets within the Property, and one half of all streets lying on or abutting the exterior boundaries of the Property, without cost to the City. Such dedication of streets shall occur at the time of City approval of each subdivision plat within the Property; however, Annexor agrees to dedicate such rights of way at an earlier time when determined by the City to be required for commencement of construction of such streets or for extension of utilities. An earlier dedication shall not relieve Annexor of its obligation to improve streets as provided herein.

2.2 Annexor agrees to convey to the City an easement in gross adjoining arterials, highways, and expressways to provide necessary cut and fill to establish the grade on a one-foot incline for every three-feet (3') of distance. Said easement shall be released to Annexor at such time as the adjacent property is filled and maintained at grade.

2.3 Annexor agrees to include the Property in districts or other mechanisms established by the City for improvement of roadways.

2.4 Annexor will pay or escrow the proportional share of the traffic signalization cost of perimeter and internal streets necessitated by the associated development as determined by an approved traffic impact analysis or by the City traffic engineer at such time as is required by City Code.

3. WATER AND SEWER

3.1 Annexor shall be responsible for design and construction of all Water Distribution Lines, Sewer Collection Lines, pump stations, lift stations and all associated appurtenances required to serve their Property.

3.2 The Annexor will be required to install and dedicate to the City regional infrastructure including Water Transmission Lines, Water Pump Stations, Sewer Interceptor Lines, Sewer Pump Stations, and all ancillary facilities required to serve the Property in accordance with the most recent respective City Specifications and citywide utility master plan. Annexor agrees to dedicate to the City all necessary unobstructed utility easements needed to operate and maintain water and sanitary sewer infrastructure to serve the Property, or for regional infrastructure through or on the Property. Annexor shall grant additional temporary construction easements for installation of utility infrastructure where required by the City. Annexor agrees to develop and provide to the City for review and approval prior to platting of the Property a master utilities plan for the annexed area. The master utilities plan shall describe collection facilities, distribution facilities, ancillary facilities and all appurtenances required to serve the development as well as regional infrastructure required by City Master Plans. Regional infrastructure alignments shall be based on

quarter section or planned rights-of-way as identified in the latest City transportation master plan.

3.3 Subject to Section 3.4 herein, the City shall provide offsite water and sewer service infrastructure to the Property after notification of need by Annexor as required for development of the Property but not before the timing identified in the most recent respective water or wastewater master plan. In the event Annexor desires to complete the development of any portion of the annexed lands prior to City's installation of offsite infrastructure and where the offsite infrastructure is Regional as defined by City Code, the Annexor may enter into a separate agreement whereby the City may reimburse Annexor for a portion of design and construction of said improvements.

3.4 Annexor agrees to pay to City all applicable fees per the most recent published fee schedule and timing established therein. The fee amount shall be that in effect at the time of payment. Nothing in this document limits the City from charging all necessary and appropriate fees. Annexor shall be responsible for all necessary and appropriate fees regardless of whether they are specifically mentioned herein.

3.5 There shall be no duty or obligation upon the City to furnish water or sanitary sewer facilities to the area sought to be annexed until such time as, in the sole discretion of City, sufficient acreage has been annexed and fees paid for extension of water and sewer facilities and to provide services to a sufficient number of inhabitants within the areas so as to make the construction and establishment of such services feasible. The City's obligation to provide water is subject to any water restrictions and rate modifications that the City Council enacts under its general police power including, but not limited to, drought management plans and regulations adopted by the City Council and/or the General Manager of the Water Department pursuant to City Code.

3.6 Notwithstanding the fees provided in this Article III, if provision of water and sewer services requires payment of fees or charges to regional or metropolitan service agencies or other third-party authorities, Annexor shall provide such funds as and when required by such service agency.

3.7 Annexor will pay connection fees as are required by the City at the time identified in the most recently published fee schedule. Annexor agrees that all promises of water and sanitary sewer service made by this Agreement are subject to any water and sewer tap allocation program of the City, and are uniformly applied subject to any other general restrictions of the City, or regional service agencies, relating to the provision of water and sanitary sewer service.

3.8 Accompanying the Petition for Annexation, Annexor shall deliver to City copies of special warranty deed(s) for the non-tributary and not non-tributary water within the Dawson, Denver, Arapahoe, and Laramie-Fox Hills aquifers that lie beneath Annexor's Property, along with an affidavit(s) by Annexor that the original fully

executed deeds conveying ownership, right and title to the ground water will be delivered to the City prior to scheduling of the final reading and approval of the annexation by City Council. In addition to standard warranties of a deed of this type, the special warranty deed shall specifically warrant that the grantor or previous owners had not divested any ownership, right or title to the subject non-tributary and not non-tributary ground water prior to its conveyance to the City. The special warranty deed shall be substantially in the form of the sample deed attached hereto and shall be held in escrow until the annexation is approved by City Council.

3.9 Annexor grants in perpetuity to the City the sole and exclusive right to claim, own, withdraw, appropriate, and use any and all water within the Dawson, Denver, Arapahoe, and LaramieFox Hills aquifers underlying the Property. Annexor irrevocably consents in perpetuity, pursuant to Section 3790137(4) of the Colorado Revised Statutes, as now existing or as later amended, to the withdrawal, appropriation, and use by the City of all such water, and agrees to execute any additional or supplemental consents thereto that may be required for the City to withdraw, appropriate, or use said water.

3.10 Annexor agrees that if it does not have the sole and exclusive right to any or all of the non-tributary and not non-tributary water that lies beneath the Property and for this reason or for other reasons, cannot comply with the requirements set forth in paragraphs 3.8 and 3.9, above, Annexor must satisfy the following requirements:

3.10.1 Accompanying the Petition for Annexation, Annexor must deliver to the City an affidavit by the Annexor stating the Annexor's current knowledge of the ownership of the non-tributary and not non-tributary ground water underlying the Property that cannot be conveyed to the City; and

3.10.2. Prior to the scheduling of the City Council meeting for final reading and approval of the annexation ordinance, Annexor shall deliver the following to the City:

3.10.2.1. A report containing the following information to be prepared by a person skilled in the knowledge of water rights: 1) the amount of ground water underlying the Property available for appropriation using parameters and information developed by the State Engineer, as well as more site specific information, if available; 2) the amount of ground water underlying the Property that was appropriated prior to July 6, 1973; 3) a description of any decreed rights to ground water underlying the Property and 4) any other information relevant to the use and ownership of the ground water underlying the Property; and

3.10.2.2. The monetary value of the ground water underlying the Property that is the value shall be determined based on the amount of ground water underlying the Property as determined in the report prepared pursuant to

subparagraph 3.10.2.1., above, and the ground water values as determined by the Water Department; and

3.10.2.3 A special warranty deed satisfying the requirements of section 3.8 and 3.9 for the ground water rights that lies beneath the Property and can be conveyed from the annexor to the City.

3.11. The General Manager of the Water Department shall make a determination if Annexor has satisfied the requirements set forth in paragraphs 3.6 through 3.10., above, and in his/her sole discretion may modify the requirements if justified by special circumstances.

3.12. The drilling of water wells upon the Property shall not be commenced or undertaken without the prior written approval of the Aurora Water General Manager. To the extent that the City wishes to drill wells on the Property, the City agrees the location of such wells shall not affect materially the development plan. Annexor agrees to convey necessary easements to City for wells.

4. STORM DRAINAGE

4.1 Annexor shall be responsible for design and construction of all major, minor and regional stormwater infrastructure required by City Code, City master plans, and City Specifications.

4.2 Annexor shall pay the fees required by the most recently published fee schedule and at the timing identified therein.

4.2 In the event Annexor desires to complete the development of any portion of the annexed lands prior to completion of applicable Regional Drainage Facilities by the City, Annexor may make those improvements at its own expense. At its option, and subject to a separate agreement, the City may agree to reimburse Annexor at a future date for Annexor's cost, or a portion thereof, for construction of said improvements.

4.3 Annexor shall be responsible for the design and construction of Major and Minor Drainage Facilities as identified in the corresponding Major Basin Master Drainage Study, Outfall Systems Plan, and/or Local Master Drainage Study.

4.4 It shall be the responsibility of Annexor, at its sole expense, to provide adequate drainage, control, and conveyance of storm water as described in Section 138-366 of the City Code. Annexor shall dedicate all land within the 100-year floodplain plus the additional area needed to provide conveyance of runoff including freeboard as defined in Section 138-366 of the City Code and/or the high-functioning/low maintenance channel width as identified by Mile High Flood District, whichever is greater, at the time of platting of any property located adjacent to the floodplain.

4.5 Annexor agrees to dedicate to the City all necessary unobstructed drainage easements as required by the City for private stormwater infrastructure and for regional infrastructure through or on the Property. Annexor shall grant additional temporary construction easements for installation of regional utility infrastructure where required by the City.

5. CROSSINGS

5.1 The parties mutually agree that whenever it is found and determined by the City that a crossing of drainage way, existing or proposed roadway, railroad, or any impediment to a roadway is required within the Property, the City shall specify design criteria, and Annexor shall construct the crossing, including transition improvements, in conjunction with the development of the Property. The crossings required for the described Property shall be constructed in conformance with City standards.

5.2 If a crossing is required on the exterior boundary of the Property, Annexor shall be responsible for its proportionate share of the construction cost as determined by the City.

6. PUBLIC LAND DEDICATION

6.1 Annexor agrees to dedicate land to the City to be used for public purposes, or pay cash-in-lieu of land if required by the City. The dedication of public land intended for parks and open space purposes shall comply with the requirements of the City Code as may be subsequently amended by the City Council. Land dedicated for public uses other than parks and open spaces shall equal one percent (1%) of residentially-zoned property and two percent (2%) of the property zoned non-residential. Dedication of public land for parks and open space purposes shall occur, by subdivision plat or separate document at the discretion of the City, at time of first subdivision plat within the Property or in accordance with timing/phasing requirements specified in a planning document for the Property approved by the City. All dedicated lands shall be platted by Annexor at the time of dedication in accordance with the City's subdivision regulations. The external boundaries of the dedicated land shall be monumented on the ground as required by the City Code.

6.2 In the event Annexor dedicates land within the Property pursuant to Section 6.1, Annexor shall meet all the standards for acceptance by the City as enumerated herein. All such dedicated or conveyed real property shall be dedicated for the perpetual use and benefit of the public by the dedication language of the relevant subdivision plat or shall be conveyed to the City by general warranty deed free and clear of mortgages, deeds of trust, and other liens of whatever sort, and be free and clear of other restrictions, reservations, exceptions, covenants, easements, rightsofway, severed mineral interests and other encumbrances (except easements of record), and other encumbrances or natural conditions, except for those to which

the City had no reasonable objection in light of the intended use of the site, at no monetary cost to the City. Said land shall have zoning to permit the intended use.

6.3 In the event the City requires cash-in-lieu of land dedication pursuant to Section 6.1, Annexor shall pay money to the City in an amount equal to the fair market value of the land required for parks and open spaces. Said fair market value shall be based on the amount of land as if vacant, zoned for the intended use(s) and with public improvements, including but not limited to water, sanitary sewer, storm drainage, streets, curb, gutter and sidewalk, available to the perimeter of the property being valued.

6.4 Promptly upon applying for any subdivision plat within the Property, the approval of which will trigger any cash-in-lieu of land dedication payment, Annexor shall notify the City and commence negotiations to agree upon the amount of said payment. If available, Annexor shall submit to the City a copy of an appraisal from a certified general appraiser on the subject land current within six months of the date of submittal. If the parties cannot agree upon the amount of any cash-in-lieu payment required by this Agreement, each party shall appoint an appraiser of its choosing, whose fees shall be paid by the appointing party. If the two appraisers thus appointed cannot agree on the amount, they shall jointly appoint a third appraiser whose fees shall be paid half by Annexor and half by the City. The amount shall be the average of the two appraisal amounts (out of three appraisals) that are closest to one another in value. Until the amount is established as provided in this Section 6.4, the City shall not approve the plat that triggers the cash-in-lieu payment at issue to proceed to final approval. The City agrees to respond with reasonable promptness in all matters regarding determination under this Section 6.4 so as to minimize the platting delay, if any, to Annexor.

6.5 Annexor agrees that if between the time of annexation and subdividing, any of the described Property is rezoned from a nonresidential to a residential classification, or a residential zoned area is rezoned to a higher density, the City may require additional land dedications or cash-in-lieu of land dedication at the time of subdivision platting.

6.6 To the extent the described Property is to be zoned residential, Annexor shall dedicate land for public schools as required by City Code Section 147-48. All land dedication or cash-in-lieu of land dedication for schools shall be due at the time of the platting of the first residential subdivision. Land dedicated for schools shall comply with the requirements of City Code.

6.7 Annexor agrees that lands to be dedicated for parks and open spaces and public purposes shall include all site and public improvements including, but not limited to water, sanitary sewer, storm drainage, streets, curb, gutter and sidewalk. Annexor shall install such improvements when determined by the City to be necessary. (Alternatively, if determined by the City at the time of conveyance that the improvements are not needed at that time, then Annexor shall enter into a

separate agreement specifying when and how the improvements will be made). No lands to be dedicated for public purposes shall be disturbed by Annexor in any manner to disrupt the natural landscape, unless first approved by the City. Annexor agrees that all lands donated to the City shall not be used as a borrow pit or fill area. Any sites dedicated for public purposes, but disturbed due to grading of adjacent sites, or lands within the floodplain disturbed due to storm drainage improvements, must be successfully planted or seeded by Annexor with native grasses acceptable to City to prevent erosion.

6.8 Annexor agrees to pay to City the Park Development Fee.

7. OIL AND GAS

7.1 Annexor agrees to comply with all City Code sections, rules, regulations, policies, procedures and standards related to any and all oil and gas infrastructure including but not limited to existing or future wells, pads sites, capped or abandoned wells, pipelines or any and all other appurtenances related to oil and gas operations, whether active or inactive.

8. URBAN SERVICES

8.1 Annexor agrees, pursuant to City Code Section 146-301, that the annexation of the Property to the City shall not create any additional cost or impose additional burden on the existing residents of the City to provide such public facilities and services to the Property after annexation. Annexor agrees that it shall be responsible for mitigating such impacts through compliance with standards and payment of fees that are adopted by the City Council, and that are generally applied and uniform in application to similarly situated properties. The standards and fees will be used to provide adequate public facilities and services to the development. Annexor shall pay the Capital Impact Fee for residential development as established by ordinance for the dwellings to be constructed within the Property.

8.2 Annexor shall petition for exclusion from any fire protection district that is reflected within the County Assessor's "Certificate of Taxes Due" upon completion of the annexation and approval of zoning. Annexor will use reasonable efforts to complete the exclusion and obtain the exclusion order before the first subdivision plat for the Property is approved by the City. At no cost to the City, the City agrees to cooperate and assist with Annexor's efforts to complete exclusion from the fire protection district. City shall provide fire protection upon exclusion of the property from the district. It is expressly understood that the City may be unable to provide fire protection to any of the annexed land prior to the installation of required fire hydrants by Annexor.

8.3 If the area of the herein described annexation lies wholly or partially within a legally constituted water, sanitation, or water and sanitation district, there shall be

no obligation on the part of the City to provide such utilities services to the areas within any such district, unless it is done by mutual agreement between the City and such district. However, if requested by the City, Annexor shall petition for exclusion from the district. In the event of exclusion, the City shall assume responsibility for service to the annexed area, and Annexor shall comply with all applicable utilities service provisions contained herein.

8.4 Annexor shall pay the Siren Fee established by City Council, at the time of subdivision plat approval to be used by the City to fund emergency warning sirens in the area. If requested by City, Annexor shall provide a minimum of ten (10) foot by ten (10) foot easement to locate the siren and tower.

9. GENERAL PROVISIONS

9.1 In accordance with Section 8.5 below, this Agreement shall be recorded with the Clerk and Recorder in Arapahoe County, Colorado, shall run with the land, and shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the parties hereto. Annexor shall have the right to assign or transfer all or any portion of its interest, right, obligations under this Agreement to third parties acquiring an interest or estate in the Property, or of any improvements now or hereafter located on the Property, provided that to the extent Annexor assigns any of its obligations under this Agreement, the assignee of such obligations shall expressly assume such obligations. The express assumption of any of Annexor's obligations under this Agreement by its assignee or transferee shall, upon written notice to the City, thereby relieve Annexor of any further obligations under this agreement with respect to the matter so assumed. Annexor shall notify the City of assignments and the names of assignees. Every part of the Property shall at all times remain subject to all the obligations of this Agreement with respect to each and every part of the Property.

9.2 In order to facilitate construction of improvements and subject to the City's rights of review and approval under the laws of the State of Colorado and the City Code, City will consider the creation of one or more districts including, but not limited to special and general improvement districts authorized pursuant to Title 31, C.R.S., and special districts authorized pursuant to Title 32, C.R.S., to provide for the financing of public improvements. Annexor agrees that any special district established within the Property shall not levy, charge, or collect a sales tax, nor shall such district apply for or request Colorado Conservation Trust Funds as supplemented by the state lottery.

9.3 By entering into this Agreement, the City does not repeal any existing codes or ordinances, nor does the City intend to waive, limit, or impair its legislative, governmental, or police powers to adopt ordinances and regulations that apply to the property. No term or provision of this Agreement shall prohibit the enactment by the City Council or future City Councils of any fee, assessment, or ordinance

applicable to the Property that is of general application to properties similarly situated.

9.4 No right or remedy of disconnection of the described Property from the City shall accrue from this Agreement, other than that provided by UDO §5.4.1.B. In the event the Property or any portion thereof is disconnected at Annexor's request, City shall have no obligation to serve the disconnected Property and this Agreement shall be void and of no further force and effect as to such Property.

9.5 This Agreement will not be recorded prior to the occurrence of final, nonappealable approval after expiration of all Legal Challenge periods applicable to the Approvals.

9.5.1. If annexation of the Property, any portion thereof, and/or any of the other Approvals is subjected to a Legal Challenge (whether by referendum or court action), the City and Annexor will be bound during the pendency of the Legal Challenge only by those provision of this Agreement that govern the parties' obligations prior to recording of this Agreement as contemplated in Section 8.1 above; provided, however, all provisions of this Agreement that govern the parties' obligations after recording of this Agreement as contemplated in Section 8.1 above, together with the duties and obligations of each party, shall be suspended pending the outcome of the Legal Challenge.

9.5.2. If a Legal Challenge results in a final, nonappealable invalidation of the Property's annexation, then this Agreement and all provisions contained herein shall be null and void and of no further effect.

9.5.3. If a Legal Challenge to any of the other Approvals results in a final, nonappealable invalidation of such Approval(s), the City and Annexor shall cooperate to cure the legal defect that resulted in such invalidation such that annexation of the Property may be made legally effective in accordance with the terms and conditions of the Petition.

9.5.3.1. Upon such cure this Agreement shall be deemed to be an agreement to annex the Property to the City pursuant to Section 3112121 of the Colorado Revised Statutes. As and when the Property becomes eligible for annexation as determined by City, Annexor shall reapply for annexation by submitting a petition for annexation in a form that is materially consistent with the Petition.

9.5.3.2. If the City and Annexor are unable to cure the legal defect such that annexation of the Property may be made legally effective in accordance with the terms and conditions of the Petition, the Petition shall be deemed withdrawn and annexation of the Property shall not proceed or be made legally effective.

9.5.4 If a Legal Challenge to annexation of the Property or to any of the other Approvals results in a final, nonappealable validation of the annexation or other Approvals, Annexor and the City shall be bound by all terms and provisions of this Agreement and, in accordance with the terms of the Petition, this Agreement shall be legally binding on the Property from and after the date on which this Agreement is recorded in pursuant to Section 8.1 above.

9.6 It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

9.7 All fees recited in this Agreement shall be subject to amendment by the City Council. Any amendment to fees shall be incorporated into this Agreement as if originally set forth herein. Nothing in this Agreement shall prevent, prohibit, diminish, or impair the City's home rule governmental authority to adopt fees or regulations to address the impacts of development.

9.8 Annexor agrees to include the Property in special and general improvement districts as may be organized by the City at any time pursuant to the provisions of Title 31, Article 25, Parts 5 and 6, of the Colorado Revised Statutes.

9.9 This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. Except as provided in Section 8.8, there shall be no modification of this Agreement except in writing, executed with the same formalities as this instrument. Subject to the condition's precedent herein, this Agreement may be enforced in any court of competent jurisdiction.

9.10 This Agreement shall terminate and expire upon the completion of the development of the Property and satisfaction of all the obligations herein. Thereafter, so long as the Property is located within the municipal boundaries of the City, it shall continue to be subject to the charter, ordinances, and rules and regulations of the City.

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

9.12 Any and all obligations of the City for water, sewer, and drainage improvements shall be the sole obligation of the City's Utility Enterprise and as such, shall not constitute a multiple fiscal year direct or indirect debt or other financial obligation of the City within the meaning of any constitutional, statutory, or charter limitation. Any and all obligations of the City for public improvements other than water, sewer, and storm drainage improvements shall be subject to annual appropriation by the City Council.

9.13 In the event of breach or default by the City, the sole remedies hereunder shall be the equitable remedies of specific performance or injunction. Annexor hereby waives any rights to money damages for any such breach or default.

IN WITNESS WHEREOF, Annexor and the City have executed this Agreement as of the day and year first above written.

ANNEXOR:

Triple Creek Capital LLC,
a Colorado limited liability company

By: _____

Name: Steven Nichols

Title: Member

STATE OF Colorado)
) ss.
COUNTY OF Arapahoe)

Subscribed and affirmed to before me this 26th day of November, 2024, by Steven Nichols as Member of Triple Creek Capital LLC, a Colorado limited liability company.

_____
Notary Public

My commission expires: 6/12/25

Jennifer K O'Brien
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 19994005442
MY COMMISSION EXPIRES June 12, 2025

CITY:

CITY OF AURORA, COLORADO:

By: _____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

_____
BRIAN J. RULLA, Assistant City Attorney

EXHIBIT A

Legal Description of Property

A PARCEL OF LAND IN THE NE 1/4 OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT 30 FEET SOUTH AND 30 FEET WEST OF THE NORTHEAST CORNER OF SAID SECTION 11;
THENCE SOUTH 0°13' WEST, A DISTANCE OF 210 FEET;
THENCE SOUTH 89°40' WEST, A DISTANCE OF 417.7 FEET;
THENCE NORTH 0°13'10" EAST, A DISTANCE OF 210 FEET;
THENCE NORTH 89°41' EAST, A DISTANCE OF 417.7 FEET TO THE POINT OF BEGINNING.

SAVE AND EXCEPT THAT PORTION CONVEYED TO CITY OF AURORA, COLORADO IN WARRANTY DEED RECORDED SEPTEMBER 6, 2017 AT RECEPTION NO. D7101810, ARAPAHOE COUNTY RECORDS.

CONTAINING: 82,461 SQUARE FEET OR 1.8930 ACRES.

CITY OF AURORA
Council Agenda Commentary

Item Title: Discussion and Possible Action Regarding Future In-Person or Virtual Council Meetings
Item Initiator: Peter Schulte, City Attorney
Staff Source/Legal Source: Peter Schulte, City Attorney / Jack Bajorek, Interim City Attorney
Outside Speaker: N/A
Council Goal: 2012: 2.1--Work with appointed and elected representatives to ensure Aurora's interests

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 10/14/2024

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Peter Schulte, City Attorney / Jack Bajorek, Interim City Attorney

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as Proposed 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: 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.)*

If needed, this is notice on the Council Agenda for Council to discuss their rules and procedures moving forward with in-person/virtual council meetings and other matters involving their rules and procedures.

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

If needed, does Council wish to discuss their Rules and Procedures, including, but not limited to, addressing and/or making a decision on whether future council meetings will be in-person/virtual?

LEGAL COMMENTS

The corporate authority and all legislative authority of the City shall be vested in the council, as the governing body of the City. The council shall determine its own rules and procedures and order of business and shall keep a journal of its proceedings. City Code Section 2-32. (Schulte)