NOTICE OF COUNCIL MEETING

TELECONFERENCE/ELECTRONIC PARTICIPATION PROCEDURES

Members of the Aurora City Council will participate in the July 12, 2021 Regular Meeting by teleconference due to concerns surrounding the COVID-19 (coronavirus) outbreak. To keep the members of our community, employees and leaders safe, there will be no public presence at the meeting. Members of the public and media will be able to participate remotely through *the options listed below:*

View or listen live

Live streamed at www.auroraTV.org
Cable Channels 8 and 880 in Aurora
Call: 855.695.3475

Provide comment during Public Invited to Be Heard, or to speak on a specific agenda item on the regular agenda

- Call the live public comment line at 855.695.3475 and once connected press *3 to reach the operator.
- The operator will ask which item the caller would like to speak on and place you in the queue for that item.
- The public comment call-in line will open at 6:00 p.m. the day of the Council Meeting.

Public Comment Call-In Deadlines

- Public Invited to Be Heard is at 6:30 p.m. Callers wishing to speak during the Public Invited to be Heard portion of the agenda must call in and be in the queue by 6:30 p.m.
- Comment on specific agenda items and public hearings must call in after 6:00pm and before the City Clerk reads the title of the item they wish to speak on. Once the Clerk reads the title, no additional calls for that item will be accepted.

Translation/Accessibility

The City will provide closed captioning services on Cable Channels 8 and 880. If you need any other accommodation, please contact the Office of the City Clerk. If you are in need of an interpreter, please contact the Office of International and Immigrant Affairs at 303-739-7521 by Monday, July 12, 2021 at 9:00 a.m. (Si necesita un intérprete, comuníquese con la oficina de asuntos internacionales e inmigrantes en 303-739-7521 por el viernes anterior a la reunión del lunes.)

City of Aurora, Colorado

MONDAY, July 12, 2021

EXECUTIVE SESSION OF THE AURORA CITY COUNCIL

(Closed to the Public)
TELECONFERENCE
6:00 p.m.

REGULAR MEETING OF THE AURORA CITY COUNCIL

(Open to the Public)
TELECONFERENCE
6:30 p.m.

REVISED AGENDA

Regular Meeting of the
Aurora City Council

Monday, July 12, 2021
6:30 p.m.
VIRTUAL MEETING
City of Aurora, Colorado
15151 E Alameda Parkway

Pages

1. CALL TO ORDER

2. ROLL CALL

3. INVOCATION/MOMENT OF SILENCE

4. PLEDGE OF ALLEGIANCE

5. EXECUTIVE SESSION UPDATE

6. PUBLIC INVITED TO BE HEARD

(non-agenda related issues only)

7. ADOPTION OF THE AGENDA

8. CONSENT CALENDAR

This portion of the agenda is a meeting management tool to allow the City Council to handle several routine items with one action. Any member of the Council may request an item to be removed from the Consent Calendar and considered separately. Any item removed will be considered immediately following the adoption of the remainder of the Consent Calendar

8.a. **Consideration to AWARD A SINGLE SOURCE CONTRACT to Colorado Barricade Company, Denver, Colorado in the not-to-exceed amount of $55,00.00 for rental of barricade equipment as required through July 31, 2022.** 9

Mike Mills – Manager of Water Operations & Maintenance/Ian Best, Assistant City Attorney

8.b. **Consideration to AWARD A COMPETITIVELY BID CONTRACT to Cabot Norit Americas, Inc., Marshall, Texas, in the amount of $303,696.00 for the Adsorber Granular Activated Carbon Media for the Binney Water Purification Facility, Invitation for Bid B-4601.** 14

Bobby Oligo, Manager of Water Treatment, Aurora Water / Ian Best, Assistant City Attorney

8.c. **Consideration to AWARD A SINGLE SOURCE CONTRACT to McCandless Truck Center, Aurora, Colorado in the not-to-exceed amount of $220,000.00 for the purchase of International original equipment manufacturer (OEM) repair parts as required through July 31, 2022.** 21

Ronnie Forrest - Fleet Manager - Public Works/Ian Best, Assistant City Attorney

9. RESOLUTIONS

9.a. **A Resolution of the City Council Approving the Iliff Station Replacement Artwork** 26

R2021-68 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF THE ILIFF STATION REPLACEMENT ARTWORK

Roberta Bloom, Program Supervisor Library & Cultural Services/Tim Joyce, Assistant City Attorney

9.b. **Drainage and Flood Control Improvements for Westerly Creek and Easterly Creek at 11th Avenue and Havana** 69

R2021-69 Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, of the First Amendment to an Intergovernmental Agreement between the City of Aurora Colorado acting by and through its Utility Enterprise and the Urban Drainage and Flood Control District, d/b/a Mile High Flood District, regarding the design and construction of drainage and flood control improvements for Westerly Creek – Easterly Creek at 11th Avenue and Havana.

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

9.c. **Revised Environmental Covenant for Section 4 and Section 9 Property** 97

R2021-70 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF THE AMENDED AND RESTATED ENVIRONMENTAL COVENANT BETWEEN THE CITY OF AURORA, THE CITY AND COUNTY OF DENVER, AND THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT PERTAINING TO SECTIONS 4 AND 9, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE 6TH P.M.

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

10. PUBLIC HEARING WITH RELATED ORDINANCE

11. PUBLIC HEARING WITHOUT RELATED ORDINANCE

11.a. **A Resolution to Approve the Velocity No. 1 Metropolitan District Amended and Restated Service Plan Amendment** 138

R2021-59 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE FIRST AMENDED AND RESTATED SERVICE PLAN FOR THE VELOCITY METROPOLITAN DISTRICT NO. 1 AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO AND THE DISTRICT

Jacob Cox, Manager, Office of Development Assistance / Brian Rulla, Assistant City Attorney

11.b. **A Resolution to Approve the Velocity No. 2 Metropolitan District Amended and Restated Service Plan** 191

R2021-60 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE FIRST AMENDED AND RESTATED SERVICE PLAN FOR THE VELOCITY METROPOLITAN DISTRICT NO. 2 AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO AND THE DISTRICT

Jacob Cox, Manager, Office of Development Assistance / Brian Rulla, Assistant City Attorney

11.i. **A Resolution to Approve the Velocity No. 9 Metropolitan District Amended and Restated Service Plan** 557

R2021-67 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE FIRST AMENDED AND RESTATED SERVICE PLAN FOR THE VELOCITY METROPOLITAN DISTRICT NO. 9 AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO AND THE DISTRICT

Jacob Cox, Manager, Office of Development Assistance / Brian Rulla, Assistant City Attorney

12. INTRODUCTION OF ORDINANCES

*12.a. **ADDING ARTICLE XII OF THE CITY CODE PERTAINING TO VEHICULAR PUBLIC NUISANCES** *631*

2021-23 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ADDING ARTICLE XII OF THE CITY CODE PERTAINING TO VEHICULAR PUBLIC NUISANCES

Sponsor: Mayor Pro Tem Bergen

Mike Hanifin, Police Lieutenant / George Koumantakis, Criminal Prosecution Manager

12.b. **Terms of Council Members, Vacancies; by Adopting New Subsection (C)** 670

2021-24 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 54-4 OF THE CITY CODE PERTAINING TO TERMS OF COUNCIL MEMBERS, VACANCIES, BY ADOPTING A NEW SUBSECTION (C) PERTAINING TO REMEDIES OR PENALITIES FOR NONCOMPLIANCE WITH ARTICLE 3-7 OF THE CITY CHARTER OR SECTION 54-4 OF THE CITY CODE

Dan Brotzman, City Attorney; David Lathers, Senior Assistant City Attorney; Jack Bajorek, Deputy City Attorney; Rachel Allen, Client Group Manager

13. FINALIZING OF ORDINANCES

13.a. 2021 ACLC Heavy Fleet Program Financing Ordinance 674

2021-22 AN ORDINANCE AUTHORIZING THE USE OF LEASE-PURCHASE FINANCING TO ACQUIRE CERTAIN EQUIPMENT DURING THE 2021 FISCAL YEAR PURSUANT TO THE TERMS OF AN EQUIPMENT LEASEPURCHASE AGREEMENT BY AND BETWEEN THE AURORA CAPITAL LEASING CORPORATION, AS LESSOR, AND THE CITY OF AURORA, COLORADO, AS LESSEE; AUTHORIZING OFFICIALS OF THE CITY TO TAKE ALL ACTION NECESSARY TO CARRY OUT THE TRANSACTIONS CONTEMPLATED HEREBY; AND OTHER RELATED MATTERS

Andrew Jamison, Senior Debt Analyst / Hanosky Hernandez Perez, Assistant City Attorney

14. PLANNING MATTERS

15. ANNEXATIONS

15.a. E-470 Remnant Parcels Annexation 687

2021-25 FOR AN ORDINANCE ANNEXING A CERTAIN MUNICIPALLY OWNED PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO (E-470 Remnant Parcel Annexation) 12.67 ACRES

Rickhoff, Laura – Development Project Manager – General Management/Rulla, Brian – Assistant City Attorney – City Attorney's Office

15.b. Triple Creek Confluence Open Space Annexation 698

2021-26 FOR AN ORDINANCE ANNEXING A CERTAIN MUNICIPALLY OWNED PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 11 AND IN THE WEST HALF OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO (Triple Creek Confluence Open Space Annexation) 128.97 ACRES

Rickhoff, Laura – Development Project Manager – General Management/Rulla, Brian – Assistant City Attorney – City Attorney's Office

16. RECONSIDERATIONS AND CALL UPS

17. GENERAL BUSINESS

17.a. **Ward II Council Member Vacancy Appointment**

City Council will consider appointing one candidate to the Ward II Council Member vacancy.

18. REPORTS

18.a. **Report by the Mayor**

18.b. **Reports by the Council**

19. PUBLIC INVITED TO BE HEARD

(non-agenda related issues only)

20. ADJOURNMENT

CITY OF AURORA
Council Agenda Commentary

Item Title: Consideration to AWARD A SINGLE SOURCE CONTRACT to Colorado Barricade Company, Denver, Colorado in the not-to-exceed amount of $55,00.00 for rental of barricade equipment as required through July 31, 2022.
Item Initiator: Cyndi Winner – Procurement Agent - Finance
Staff Source/Legal Source: Mike Mills – Manager of Water Operations & Maintenance/Ian Best, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.2--Reduce travel time and reduce congestion and provide expanded multi-modal mobility choices

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: N/A

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

☐ Approve Item as proposed at Study Session

☐ Information Only

☐ Approve Item and Move Forward to Regular Meeting

☒ Approve Item as proposed at Regular Meeting

☐ Approve Item with Waiver of Reconsideration

Why is a waiver needed?Click or tap here to enter text.

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

☐ Recommendation Report Attached

☐ Minutes Attached

☐ Minutes Not Available

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

Council approved the previous award to Colorado Barricade Company in the not-to-exceed amount of $30,000.00 on the Weekly Report to Council dated May 26, 2020.

Council approved a change order to Colorado Barricade Company in the not-to-exceed amount of $20,000.00 on the Weekly Report to Council dated July 6, 2020.

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

Water has an on-going requirement for barricade equipment for traffic regulation during construction and events.

Purchasing Services posted bid #B-4605 on the Rocky Mountain e-Purchasing System on May 27, 2021, with responses due on June 15, 2021 at 3:00 p.m. Colorado Barricade Company was the only company to submit a bid; however, it was delivered without the required pricing sheet. Pricing was received by Purchasing from Colorado Barricade Company on June 16, 2021.

As a result, Purchasing Services has changed the procurement to a negotiated process in accordance with City Code 2-674(9). This section allows for non-competitive awards when formal competitive bidding procedures have failed to provide sufficient responsive bidders.

Colorado Barricade Company pricing has increased by 1% from the previous award. Given the Municipal Cost Index (MCI) is up 8.27% the prior 12-months ending May 2021, the pricing is considered to be fair and reasonable.

NOTE: Purchasing will conduct another bid next year after expiration of this negotiated award.

Based on the above, it is staff's recommendation to award a single source contract to Colorado Barricade Company, Aurora, Colorado in the not-to-exceed amount of $55,000.00 for the purchase of barricade rental service as required through July 31, 2022.

QUESTIONS FOR COUNCIL

Does City Council approve the single source contract to Colorado Barricade Company, Inc. in the not-to-exceed amount of $55,000.00 for the rental of barricade equipment for traffic control as required by the City through July 31, 2022?

LEGAL COMMENTS

Awards worth $50,000 or more require City Council approval if formal competitive bidding has not produced at least three responsive bids (City Code § 2-672(a)(3)(b)). (Best)

PUBLIC FINANCIAL IMPACT

☒ YES ☐ NO

If yes, explain:

Funding for this contract will be from the Water and Wastewater Operating budgets in the not to exceed amount of $55,000.00.

ORGS: 52025 (Oper. & Maint. Construction - WA), 52081 (Oper & Maint. Construction – SS), 52095 (O&M Maint & Mechanical – WA)

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain:

AWARDS $25,000.00 - $49,999.99 subject to call-up:

COMPANY	DESCRIPTION OF AWARD	AWARD AMOUNT	BID NUMBER
FALCON ENVIRONMENTAL CORPORATION **FREDERICK, CO** Dept: Water	Award a single source contract to purchase two Boerger FL518 Rotary Lobe pump casings for the Binney Water Purification Facility. The Boerger manufactured pumps used by the Water department require manufacturer parts for repairs or replacement. Staff has verified with Boerger that Falcon Environmental Corporation is the only authorized distributor of Boerger parts and pumps in Colorado. Staff has confirmed that pricing charged for these products is the same as those charged to other municipalities in the Denver area. Therefore, the pricing considered to be fair and reasonable. *Purchases where it is advantageous to obtain parts, service, or repair from local factory authorized dealers or distributors can be awarded through noncompetitive negotiations. 2-674-4*	$29,880.00	N/A
COLORDAO BARRICADE COMPANY **DENVER, CO** Dept: Water	Extend a competitively bid contract for barricade rental services through May 31, 2021. Colorado Barricade is our current provider for barricade rental services. Staff contacted them for their 2020/2021 pricing, and the vendor's pricing remains unchanged for the next 12-month period. This term will cover the 2020 construction season and various seasonal projects. This requirement will be competitively this winter. *Purchases where a vendor offers to extend an existing contract under the same terms and conditions within current market pricing are authorized to be awarded through noncompetitive negotiations. 2-674-2*	NOT-TO-EXCEED $30,000.00	N/A
PRESIDIO NETWORKED SOLUTIONS **CENTENNIAL, CO** Dept: IT	Award a competitively bid contract for software licenses and installation services for the Cisco Identity Services Engine. This software manages the City's network device security. Presidio is an authorized reseller on the State Cisco contract. There are no Aurora firms on the State contract that can provide these services. *When Aurora piggy-backs off another government agency's competitive bid it is treated the same as if it were our own bid. 2-679*	$35,450.00	State of Colorado Contract #94913

CHANGE ORDERS and AMENDMENTS not subject to call-up and which are less than $25,000.00 and the cumulative total of all change orders or amendments does not exceed $100,000.00:

COMPANY/ DESCRIPTION OF CHANGE ORDER	CHANGE ORDER NUMBER	CHANGE ORDER AMOUNT	PREVIOUS CHANGE ORDERS	TOTAL TO DATE	AWARD NUMBER
LIBERTY WASTE MANAGEMENT, INC. **ENGLEWOOD, CO** Change order to a competitively bid contract for Portable Toilet Rental Services. This change order will add temporary portable toilet rental services in support of COVID. Pricing is in accordance with the current contract pricing; therefore, it is considered to be fair and reasonable. *This Change Order is within the original scope of the contract and is appropriate for consideration under the City Code. 2-676* Dept: Neighborhood Services/Housing and Community Services	1	NOT-TO-EXCEED $14,400.00	$0.00	NOT-TO-EXCEED $105,000.00	19P1199B
COLORADO BARRICADE **DENVER, CO** Change order to a competitively bid contract for barricade rental services. This change order is to add barricade rental services for the Public Works Department. This amount was mistakenly not reported on the May 26, 2020 Weekly Report when barricade rental services were reported for Aurora Water. The vendor's pricing remains unchanged for the next 12-month period. This term will cover the 2020 construction season and various seasonal projects. This requirement will be competitively bid this winter. *This Change Order is within the original scope of the contract and is appropriate for consideration under the City Code. 2-676* Dept: Public Works	1	NOT-TO-EXCEED $20,000.00	$0.00	NOT-TO-EXCEED $50,000.00	20P0660B

CITY OF AURORA
Council Agenda Commentary

Item Title: Consideration to AWARD A COMPETITIVELY BID CONTRACT to Cabot Norit Americas, Inc., Marshall, Texas, in the amount of $303,696.00 for the Adsorber Granular Activated Carbon Media for the Binney Water Purification Facility, Invitation for Bid B-4601.
Item Initiator: Bobby Oligo, Manager of Water Treatment, Aurora Water
Staff Source/Legal Source: Bobby Oligo, Manager of Water Treatment, Aurora Water / Ian Best, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.0--Ensure excellent infrastructure that is well maintained and operated.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 7/12/2021

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

☐ Approve Item as proposed at Study Session

☐ Information Only

☐ Approve Item and Move Forward to Regular Meeting

☒ Approve Item as proposed at Regular Meeting

☐ Approve Item with Waiver of Reconsideration

Why is a waiver needed?Click or tap here to enter text.

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

☐ Recommendation Report Attached

☐ Minutes Attached

☐ Minutes Not Available

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

The Award of a COMPETETIVELY BID CONTRACT TO Cabot Norit Americas, Inc., Marshall, Texas in the amount of $295,488.00 for the purchase of granular activated carbon water treatment filter media for the Binney Water Purification Facility Invitation for bid B-4250 was approved by City Council on August 21, 2017, Agenda Item 9d.

The Award of a COMPETETIVELY BID CONTRACT to Calgon Carbon Corporation, Inc., Moon Township, PA, in the amount of $312,984.00 for the purchase of granular activated carbon water treatment media for the Binney Water Purification Facility, Invitation for Bid B-4515 was approved by City Council on August 3, 2020, Agenda Item 9b.

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

Background
The Binney Water Purification Facility uses Granular Activated Carbon (GAC) adsorption as part of the water treatment process. As the result of the treatment processes, the current GAC in Adsorber #1 has exhausted its adsorptive capacity. The adsorbers are a final barrier for numerous micropollutants, both regulated and unregulated. Adsorption is a necessary treatment step to maintain water quality.

Bid Results
Two contractors were pre-qualified under the Invitation For Bid and allowed to submit a bid. Only one company submitted a bid as shown below. Bids were received by Purchasing Services on June 11, 2021. The bid amount is within the Project Manager's estimate of the not-to-exceed amount of $360,000.00, and is therefore considered to be fair and reasonable.

The results of the bid opening were as follows:
Cabot Norit Americas Inc. $303,696.00

Only products of the two prequalified vendors have been shown thus far to meet site-specific quality criteria. Research is currently underway to clear other vendors for prequalification for future bids.

Based on the above, staff recommends awarding a competitively bid contract to Cabot Norit Americas, Inc., Marshall Texas, in the amount of $303,696.00 for the Adsorber GAC Media for the Binney Water Purification Facility, Invitation for Bid B-4601. No Aurora firms submitted bids for this project.

QUESTIONS FOR COUNCIL

Does City Council approve the award to Cabot Norit Americas, Inc., Marshall Texas, in the amount of $303,696.00 for the Adsorber GAC Media for the Binney Water Purification Facility, Invitation for Bid B-4601?

LEGAL COMMENTS
Awards worth $50,000 or more require City Council approval if formal competitive bidding has not produced at least three responsive bids (City Code § 2-672(a)(3)(b)). (Best)

PUBLIC FINANCIAL IMPACT

☒ YES ☐ NO

If yes, explain: Funding for this contract will be from the Water Fund Operating Budget, in the amount of $303,696.00.

Org: 52078 (Binney Water Purification Facility)

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain:

Mayor Hogan invited Mr. Jongbin Lee, Chief of the Seongnam City Trade and Exchange Team; Ms. Jihyun "Dana" Jeong, Senior Trade Officer, Seongnam City Trade and Exchange Team; Mr. Yeonwook Jeong, Seongnam City Trade and Exchange Team; Ms. Becky Hogan, Chair of the ASCI Korea Committee; Ms. Jennifer Kim, Korea Committee volunteer; Mr. Peter Lee, Korea Committee volunteer; and Ms. Karlyn Shorb, CEO, Aurora Sister Cities International, to come forward. Mayor Hogan recognized the delegation from Seongman City, South Korea. Each guest expressed appreciation for the proclamation.

Mayor Hogan recognized Boy Scout Troop 267.

7. **PUBLIC INVITED TO BE HEARD (non-agenda related issues only)**

Becky Hogan, Chair of the ASCI Korea Committee, presented hand-crafted traditional items to City Council.

Mayor Pro Tem Lawson accepted on behalf of the City Council.

8. **ADOPTION OF THE AGENDA**

The agenda was adopted as presented.

9. **CONSENT CALENDAR - 9a-j**

General Business

a. Consideration to AWARD A COMPETITIVELY BID CONTRACT to Layne Inliner, LLC, Kiowa, Colorado in the amount of $1,135,200.00 for the CMP Rehabilitation Task 3-CIPP, Project No. 5587A. STAFF SOURCE: Steven Fiori, Project Delivery Service Manager, Aurora Water

b. Consideration to AWARD A COMPETITIVELY BID CONTRACT to Concrete Express, Inc. (dba CEI), Denver, Colorado in the amount of $799,933.50 for the Colfax & Lansing Storm Sewer Improvements (RE-BID), Project No. 5550A. STAFF SOURCE: Steven Fiori, Project Delivery Service Manager, Aurora Water

c. Consideration to AMEND AN OPENLY SOLICITED CONTRACT with Carollo Engineers, Inc., Broomfield, Colorado in the amount of $1,061,479.00 to add final design of Task 2, Chlorine Contact Chamber to the Wemlinger Water Purification Facility Treated Water Reservoir Project, R-1772. STAFF SOURCE: Steven Fiori, Project Delivery Service Manager, Aurora Water

d. Consideration to AWARD A COMPETITIVELY BID CONTRACT to Cabot Norit Americas, Inc., Marshall, Texas in the amount of $295,488.00 for the purchase of granular activated carbon water treatment media for the Binney Water Purification Facility (Invitation for Bid B-4250). STAFF SOURCE: Bobby Oligo, Manager of Water Treatment, Aurora Water

e. Consideration to AWARD CHANGE ORDER #1 TO THE SINGLE SOURCE CONTRACT with National Meter and Automation, Inc., Centennial, Colorado in the amount of $133,450.00 for the purchase of additional Badger water meters for 2017. STAFF SOURCE: Steven Sciba, Manager Water Service Operations, Aurora Water

f. Consideration to EXTEND A COMPETITIVELY BID CONTRACT to HD Waterworks Supply Ltd., Henderson, CO in the total not-to-exceed amount of $877,700.00 to purchase pipeline parts as required for the Water infrastructure through September 30, 2018. (B4175) STAFF SOURCE: Steven Sciba, Manager Water Service Operations, Aurora Water

g. Consideration to EXTEND A COMPETITIVELY BID CONTRACT to Ferguson Waterworks, Aurora, CO in the total not-to-exceed amount of $253,800.00 to purchase pipeline parts as required for the Water infrastructure through September 30, 2018. (B4175) STAFF SOURCE: Steven Sciba, Manager Water Service Operations, Aurora Water

h. Consideration to AWARD WORK PACKAGE NO. 2 of the Central Recreation Center to Adolfson & Peterson Construction, Aurora, Colorado in the amount of $2,805,653.00. R-5540A ***(Staff Requests a Waiver of Reconsideration)*** STAFF SOURCE: Lynne Center, Principal Engineer, Public Works

i. Consideration to AWARD SINGLE SOURCE CONTRACT to H&E Equipment Services, Henderson, Colorado in the amount of $570,890.00 for the purchase of one (1) Emergency One custom pumper fire truck. ***(Staff Requests a Waiver of Reconsideration)*** STAFF SOURCE: Mark Hinterreiter, Manager of Fleet Services, Internal Services

j. Consideration to AWARD A COMPETITIVELY BID CONTRACT to US Distributing, Inc., Denver, Colorado in the not-to-exceed amount of $80,000.00 for the purchase AC Delco OEM parts as required through August 31, 2018, for Fleet Services. (B-4259) STAFF SOURCE: Mark Hinterreiter, Manager of Fleet Services, Internal Services

Motion by Roth, second by Richardson, to approve items 9a – 9j with waivers of reconsideration on items 9h and 9i.

Voting Aye: Mayor Hogan, Bergan, Berzins, Lawson, LeGare, Mounier, Peterson, Pierce, Richardson, Roth

10. **RESOLUTIONS**

a. **R2017-61**
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, setting the date of a public hearing on the petition for organization of the Citadel on Colfax Business Improvement District and ordering the publication and mailing of a notice of such hearing. STAFF SOURCE: Gary Sandel, Project Manager, General Management

Motion by Berzins, second by Mounier, to approve item 10a.

AMENDMENT I

Motion by Richardson, second by Bergan, to amend item 10a to provide that the time of the public hearing on September 11, 2017 shall be as designated by the Mayor; the City Attorney shall be tasked with the responsibility to insert the designated time in the notice provided for in the hearing.

Voting Aye: Bergan, Berzins, Lawson, LeGare, Mounier, Peterson, Pierce, Richardson, Roth

b. **R2017-62**
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, setting the date of a public hearing on the petition for organization of the Painted Prairie Business Improvement District Number One and ordering the publication and mailing of a notice of such hearing. STAFF SOURCE: Jacob Cox, Project Manager, General Management

Motion by Roth, second by Lawson, to approve item 10b.

Motion by Gruber, second by Bergan, to approve the minutes of the meeting of July 20, 2020, as amended.

Voting Aye: Mayor Coffman, Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marcano, Murillo

6. CEREMONY

Recognition of City Clerk Steve Ruger

Mayor Coffman and City Council recognized and expressed appreciation to City Clerk Steve Ruger for his service to the City of Aurora. Mr. Ruger thanked City Council for their kind comments. He stated it had been a pleasure to work at the City of Aurora and that he would miss it.

7. PUBLIC INVITED TO BE HEARD (non-agenda related issues only)

Mayor Coffman asked if there were any objections to moving the public comment to the end of the meeting. He recognized six council members in opposition to the item.

Stephen Ruger, City Clerk, and City staff read and played voicemail public comments submitted to publiccomment@auroragov.org into the record up to the first three minutes and attached the comments to the minutes and also emailed them to Council.

8. ADOPTION OF THE AGENDA

Motion by Johnston, to amend the agenda by moving item 10a to precede item 8a.

Mayor Coffman asked City Council if there were any objections and upon hearing none, noted the agenda was adopted as amended.

Motion by Johnston to adopt the amended agenda.

Mayor Coffman asked City Council if there were any objections and upon hearing none, noted the agenda was adopted as amended.

♦ a. Consideration of a Resolution to Suspend Certain Council Rules
Staff Source: Stephen Ruger, City Clerk, General Management/Isabelle Evans, Assistant City Attorney II

Motion by Coombs, second by Bergan, to approve item 8a.

Voting Aye: Mayor Coffman, Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marcano, Murillo

9. CONSENT CALENDAR

General Business

a. Consideration to AWARD A SINGLE SOURCE CONTRACT to Liberty Industrial Group, Colorado Springs, Colorado in the amount of $78,784.00 for the rehabilitation of one sodium hydroxide chemical storage tank.
Presenter: Elizabeth Carter, Principal Engineer, Aurora Water/David Lathers, Senior Asst City Attorney

b. Consideration to AWARD A COMPETITIVELY BID CONTRACT to Calgon Carbon Corporation in the amount of $312,984.00 for the purchase of granular activated

♦ ***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.***

carbon water treatment media for the Binney Water Purification Facility, Invitation for Bid B-4515.
Presenter: Bobby Oligo, Manager of Water Treatment, Aurora Water/David Lathers, Senior Asst City Attorney

c. Consideration to AWARD A SINGLE SOURCE CONTRACT to HDR Engineering, Inc., Denver, Colorado in the amount of $1,489,043.75 for Design-Build Procurement and Program Management Consulting Services for the I-70/Picadilly Interchange Project.
Presenter: Matthew Kozakowski, Transportation Project Delivery Manager/ Michelle Gardner, Senior Asst City Attorney

d. Consideration to EXTEND A COMPETITIVELY BID CONTRACT with W.L. Contractors, Inc., Arvada, Colorado in the amount of $1,697,552.00 for the 2020 Traffic Signal Construction Services Project, Project No. 19015.
Presenter: Carlie Campuzano, Traffic Manager, Public Works/David Lathers, Senior Asst City Attorney

Motion by Bergan, second by Gardner, to approve items 9a – 9d.

Voting Aye: Mayor Coffman, Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marcano, Murillo

e. Consideration to AWARD A COMPETITIVELY BID CONTRACT to Peak 360 Services, Inc, Aurora, Colorado in the amount of $483,802.00 for the Spinney Caretaker House Number Two Project, Project No. 5782A.
Presenter: John Clark, Principal Engineer, Aurora Water/David Lathers, Senior Asst City Attorney

Motion by Coombs, second by Marcano, to approve item 9e.

Council Member Coombs requested staff provide a presentation for the benefit of the public.

Marshall Brown, Director, Aurora Water, did so.

Voting Aye: Mayor Coffman, Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marcano, Murillo

10. RESOLUTIONS

♦ a. **R2020-65** Consideration to APPROVE A RESOLUTION by the City Council of the City of Aurora, Colorado, to Amend certain Council Rules.
Presenter: Stephen Ruger, City Clerk, General Management/Nancy Rodgers, Deputy City Attorney
Sponsor: Council Member Gardner

Motion by Gardner, second by Hiltz, to approve item 10a.

Mayor Pro Tem Johnston provided an overview of the item, noting the reason she requested the item precede item 8a was because it was a friendly amendment offered by Council Member Gardner to Council Member Hiltz's resolution that would accommodate family issues.

Mayor Coffman stated his understanding that the approval of item 10a would negate the hearing of item 8a.

Mayor Pro Tem Johnston stated her intention was to make a motion to remove item 8a from the agenda should item 10a be approved.

♦ ***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 AWARD A SINGLE SOURCE CONTRACT to McCandless Truck Center, Aurora, Colorado in the not-to-exceed amount of $220,000.00 for the purchase of International original equipment manufacturer (OEM) repair parts as required through July 31, 2022.
Item Initiator: Cyndi Winner - Procurement Agent - Finance
Staff Source/Legal Source: Ronnie Forrest - Fleet Manager - Public Works/Ian Best, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.0--Ensure excellent infrastructure that is well maintained and operated.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: N/A

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

☐ Approve Item as proposed at Study Session

☐ Information Only

☐ Approve Item and Move Forward to Regular Meeting

☒ Approve Item as proposed at Regular Meeting

☐ Approve Item with Waiver of Reconsideration

Why is a waiver needed?Click or tap here to enter text.

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

☐ Recommendation Report Attached

☐ Minutes Attached ☐ Minutes Not Available

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

Council approved the previous award to McCandless in the not-to-exceed amount of $220,000.00 on August 17, 2020, Agenda Item #9d.

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

Fleet Services has an on-going requirement for the purchase of International OEM parts for repair and maintenance of the City's fleet of heavy duty International trucks. Parts used must be OEM to ensure safe operation of the vehicles and to preserve warranty integrity where still in effect.

Staff has confirmed that McCandless Truck Center located in Aurora, Colorado is the closest authorized International truck dealer for sales, parts, and service for the City. Fleet Services requires the closest vendor to reduce downtime of trucks during required repair and maintenance.

Purchasing staff has confirmed that McCandless Truck Center will continue pricing all of the City's parts purchases at the National Fleet published price level. This price structure was developed by International Trucks for their national customers who have 500 plus trucks in their fleets such as Walmart, Pepsi and Penske. CDOT also receives this price level for their truck parts purchases. Therefore, the pricing is considered to be fair and reasonable.

City Council approval is required for non-competitive procurements of $50,000.00 or more.

Based on the above, it is staff's recommendation to award a single source contract to McCandless Truck Center of Aurora, Colorado in the not-to-exceed amount of $220,000.00 for the purchase of International OEM repair parts as required for the City's heavy duty International trucks through July 31, 2022.

QUESTIONS FOR COUNCIL

Does City Council approve the single source award to McCandless Truck Center in the not-to-exceed amount of $220,000.00 for the purchase of International OEM repair parts as required for City's heavy duty International trucks through July 31, 2022?

LEGAL COMMENTS

Purchase orders or contracts in any amount may be awarded without benefit of formal competitive bidding when it is in the City’s best interests to obtain parts, repairs, or service for existing equipment from a local factory-authorized dealer or distributor (City Code § 2-674(4)).

Purchase orders and contracts worth $50,000 or more not awarded pursuant to formal competitive bidding require City Council approval (City Code § 2-672(a)(3)(b)). (Best)

PUBLIC FINANCIAL IMPACT

☒ YES ☐ NO

If yes, explain: Vehicle parts and repair services are budgeted and will be paid from Org 49051 (Vehicle Equipment Maintenance) and Acct 60100 (Supplies-Resale).

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain:

specifically talking about a particular person and leaving it ambiguous. She agreed any person could say what they wanted and could frame anything any way they wanted. She did not agree that a Facebook post in this context was a threat but noted her call and request was to caution Council to be careful about the way in which they framed conversations because they held power and privilege to shape narratives. She stated it was concerning how the Aurora Police Department perceived the word 'threat' against a council member and how that would be interpreted after the conversation because now they were discussing one particular person. She stated a lot of comments were being redirected back to a member of the public in a contained conversation. She stated no clarification on the intent was provided and those details mattered. She urged council members to use their discretion on how they used that word.

Mayor Pro Tem Johnston clarified it was not a physical threat and at no time did she feel any physical threat or harm. She stated she was told by a council member that people would go after her if she did not pull the item. She stated she might be using the term 'threat' too strongly but she saw it in terms of cause and effect.

Council Member Coombs asked if staff had any information on the number of people waiting in the cue to discuss the item. Mayor Coffman stated there were 14 and he would make an announcement after the vote that those in the cue would still have the opportunity to be heard.

Voting Aye: Mayor Coffman, Bergan, Berzins, Gardner, Gruber, Hiltz, Johnston, Lawson, Marcano, Murillo

Voting No: Coombs

Mayor Coffman noted 14 individuals were in the cue to speak to the item and noted the Council removed the item. He stated those individuals were welcome to participate when and if the item returned to a formal Council agenda or they could remain on the line for Public Invited to Be Heard to be heard at the end of the agenda.

9. CONSENT CALENDAR

General Business

a. Consideration to AWARD WORK PACKAGE NO. 5 of the Fitzsimons Peoria Stormwater Outfall, Project No. R-5623A, to BT Construction, Inc., Henderson, Colorado in the amount of $7,968,717.56. 5623A
Presenter: Swirvine Nyirenda, Principal Engineer - Aurora Water/David Lathers, Senior Asst City Attorney

b. Consideration to AWARD A SOLE SOURCE CONTRACT to Accela Inc., San Ramon, California in the total amount of $601,271.00 to provide annual maintenance and support and additional licenses for the Workflow Process Software System through September 29, 2021.
Presenter: Scott M Newman, Interim Chief of I.T. - Information Technology/David Lathers, Senior Asst City Attorney

c. Consideration to AWARD A SINGLE SOURCE CONTRACT to Kubat Equipment and Service, Denver, Colorado in the amount of $153,994.50 to upgrade/replace existing fuel management software with Syn-Tech Systems FuelMaster® software at Central Facilities, North Satellite, and South Satellite fueling locations.
Presenter: Ron Forrest, Fleet Manager - Public Works/David Lathers, Senior Asst City Attorney

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

d. Consideration to AWARD A SINGLE SOURCE CONTRACT to McCandless Truck Center, Aurora, Colorado in the not-to-exceed amount of $220,000.00 for the purchase of International original equipment manufacturer (OEM) repair parts as required through July 31, 2021.
Presenter: Ron Forrest, Fleet Manager - Public Works/David Lathers, Senior Asst City Attorney

♦ e. **R2020-79** Consideration to APPROVE A RESOLUTION by the City Council of the City of Aurora, Colorado to approve an Intergovernmental Agreement with Adams County /for the 2020 Coordinated Election. ***(This item also appears on the August 17 Study Session) (Due to this item being dual listed, the backup is included in item 2k of the Study Session Packet.) (Staff requests a waiver of reconsideration)***
Presenter: Susan Barkman, Interim City Clerk/David Lathers, Senior Asst City Attorney

♦ f. **R2020-80** Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving an Intergovernmental Agreement with Arapahoe County for the 2020 combined Election. ***(This item also appears on the August 17 Study Session) (Due to this item being dual listed, the backup is included in item 2l of the Study Session Packet.) (Staff requests a waiver of reconsideration)***
Presenter: Susan Barkman, Interim City Clerk/David Lathers, Senior Asst City Attorney

♦ g. **R2020-81** Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado approving an Intergovernmental Agreement with Douglas County concerning the 2020 coordinated Election. ***(This item also appears on the August 17 Study Session) (Due to this item being dual listed, the backup is included in item 2m of the Study Session Packet.) (Staff requests a waiver of reconsideration)***
Presenter: Susan Barkman, Interim City Clerk/David Lathers, Senior Asst City Attorney

Motion by Berzins, second by Bergan, to approve items 9a – 9g with a waivers of reconsideration on items 9e, 9f and 9g.

Voting Aye: Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marcano, Murillo

Final Ordinances

♦ h. **2020-26** Consideration of AN ORDINANCE FOR ADOPTION for the City Council of the City of Aurora, Colorado, approving the Service Plan for the King Ranch Metropolitan District Nos 1-5 and authorizing the execution of an Intergovernmental Agreement between the City and the District.
Presenter: Vinessa Irvin, Manager of Development Assist, General Management/Brian Rulla, Assistant City Attorney I Civil

♦ i. **2020-27** Consideration of AN ORDINANCE FOR ADOPTION of the City Council of the City of Aurora, Colorado Adopting Section 2-234(a) of the City Code Pertaining to Prohibiting the Use of Chokeholds and Carotid Holds by Law Enforcement
Presenter: Jason Batchelor, Deputy City Manager, General Management/Nancy Rodgers, Deputy City Attorney

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

CITY OF AURORA
Council Agenda Commentary

Item Title: A Resolution of the City Council Approving the Iliff Station Replacement Artwork
Item Initiator: Roberta Bloom, Public Art Coordinator
Staff Source/Legal Source: Roberta Bloom/Tim Joyce, Assistant City Attorney
Outside Speaker: No Outside Speaker
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: 6/21/2021

Regular Meeting: 7/12/2021

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

☐ Approve Item as proposed at Study Session

☐ Information Only

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as proposed at Regular Meeting

☐ Approve Item with Waiver of Reconsideration

Why is a waiver needed?Click or tap here to enter text.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Public Relations, Communications, Tourism, Libraries, Boards and Commissions & Citizen Groups

Policy Committee Date: 5/26/2021

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Recommendation Report Attached

☐ Minutes Attached

☐ Minutes Not Available

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

February 23, 2021 - The Iliff Station Replacement Art Selection Panel approved Gordon Huether's proposal for replacement art at the Iliff Station.

March 3, 2021 - The Art in Public Places Program approved the proposed replacement art for Iliff Station.

April 4, 2021 - The Cultural Affairs Commission approved the proposed replacement art for Iliff Station.

May 26, 2021 – The PRCTLBC&CG Policy Committee approved the item to move forward to Study Session.

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

The artwork entitled "On the Move One" was removed this past summer due to failures in fabrication. Although warranty on the artwork had expired, the artist (Gordon Huether) agreed to create a new work of equal value at little to no cost the city. An Art Selection Panel was created to work with the artist and to articulate the criteria for the replacement piece. The Panel included Council Member Juan Marcano; artist David Farquharson; Community members Dwight Taylor, Elli Lobach, and Jeffrey Moser; RTD Representative Christina Zazueta; COA staff Tracy Young; and AIPP Commissioners Brittany Pirtle, Vanessa Frazier, and Amy Cheslin.

The new work will utilize the existing sculpture pad and lighting, be fabricated from high quality and durable materials, be at least 20 feet tall and less than 30 feet tall and add color to attract interest. The Art Selection Panel reviewed two different concepts provided by the artist and asked the artist to move forward with the direction represented in this proposal. He responded to questions and concerns with design modifications that they approved. The reduction in height, design changes, structural support, and choice of materials, are all intended to help ensure an attractive and durable solution that can be enjoyed by residents and visitors for decades.

The new artwork will be constructed from stainless steel, stainless steel mesh, and dichroic glass. The working title is "Mountains."

It is anticipated, that if approved by City Council, the proposal will move through the artist's engineering process and this will be key in determining the exact measurements including height. The artwork should be completed and ready for installation in Spring 2022.

QUESTIONS FOR COUNCIL

Does the City Council approve the proposal for replacement artwork and move it to the next city council meeting for final review?

LEGAL COMMENTS

The Art in Public Places Commission has the authority to select artwork for display for projects under $50,000. (City Code Sec. 34-171). Public art projects costing $50,000 or more shall be submitted to City Council through the Cultural Affairs Commission for Council's approval before the work is commissioned. (City Code Sec. 34-131) (TJoyce)

PUBLIC FINANCIAL IMPACT

☒ YES ☐ NO

If yes, explain: The Art in Public Places Program will have the engineering documents supplied by the artist "peer reviewed" by Nick Guerts, a structural engineer who we have worked with on multiple projects and who prepared the report on the structural and fabrication issues related to the artwork that was deaccessioned. The cost of this review is $750.

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

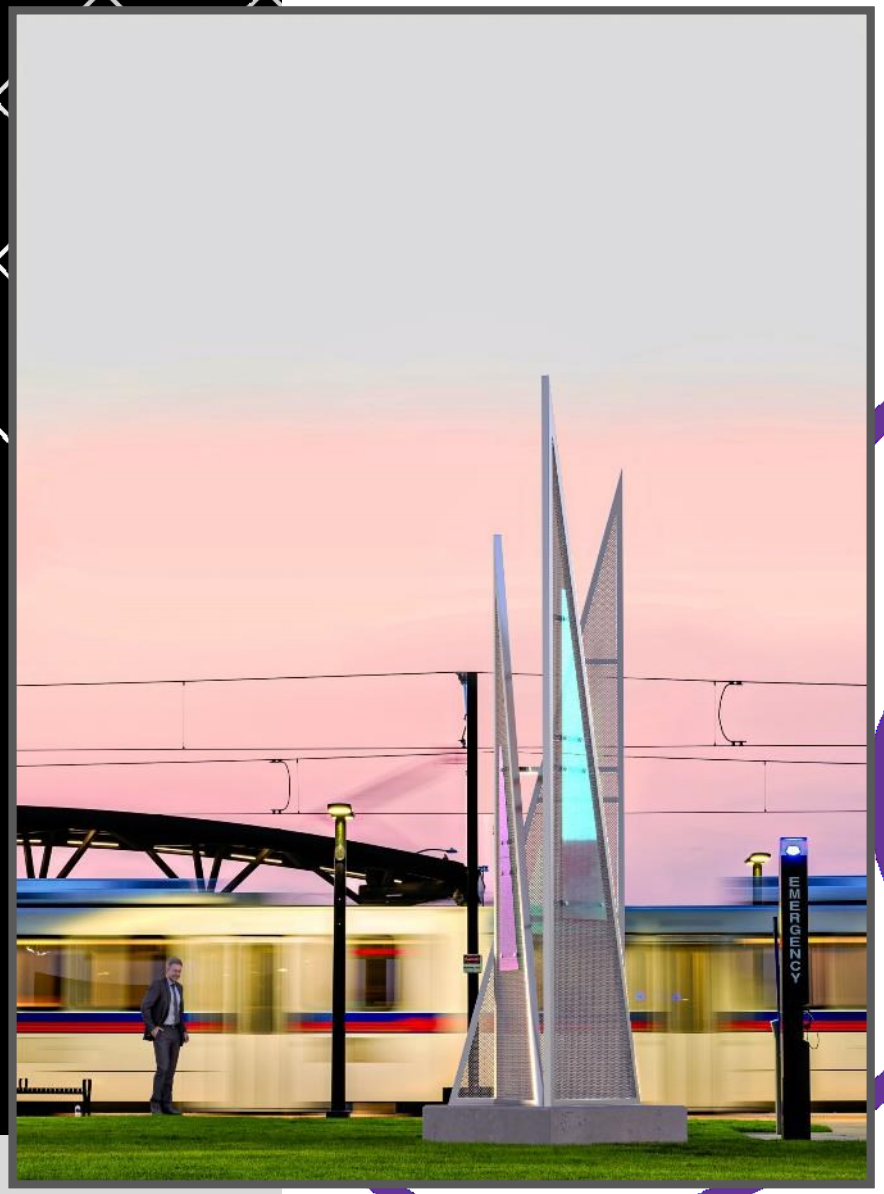
If Significant or Nominal, explain: NA

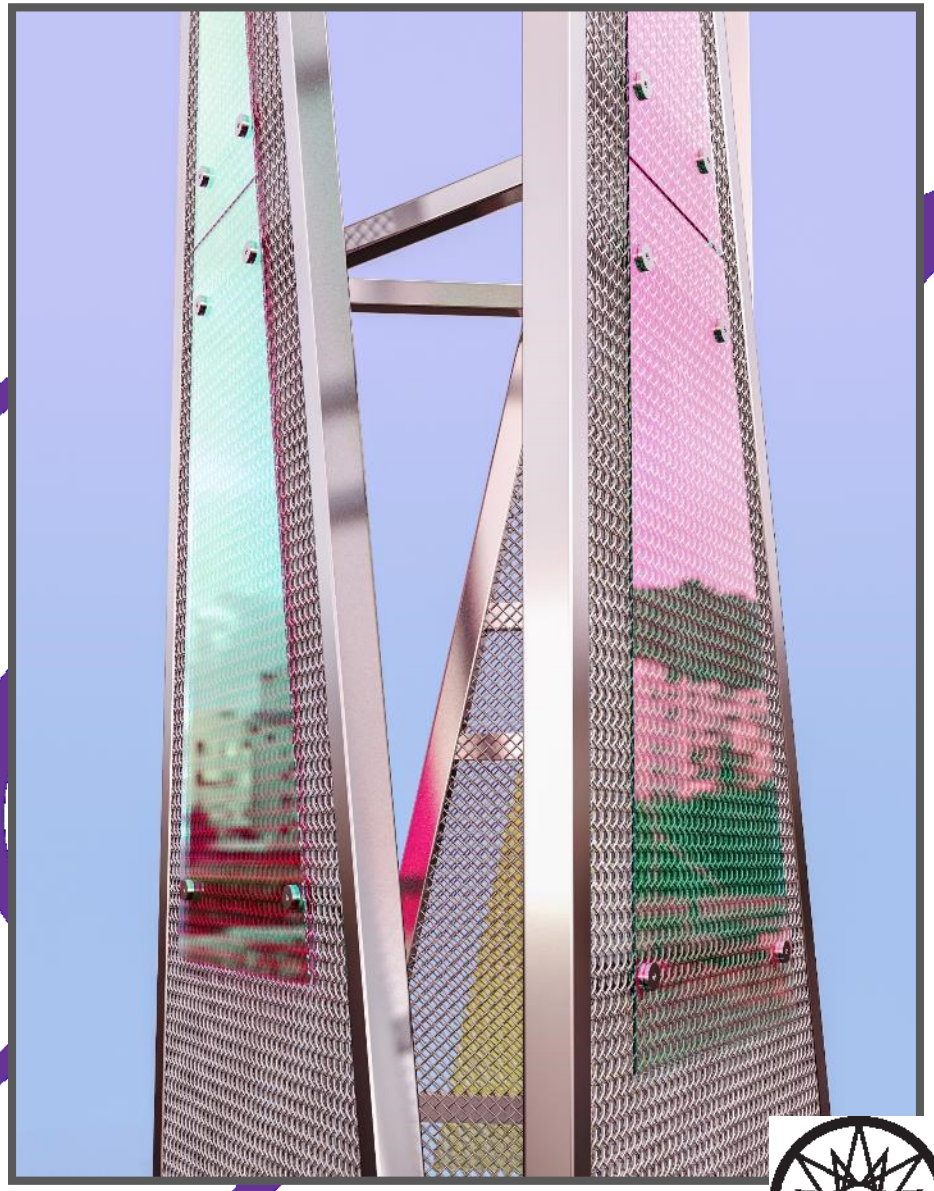
Iliff Station Artwork by Gordon Huether

Deaccessioned

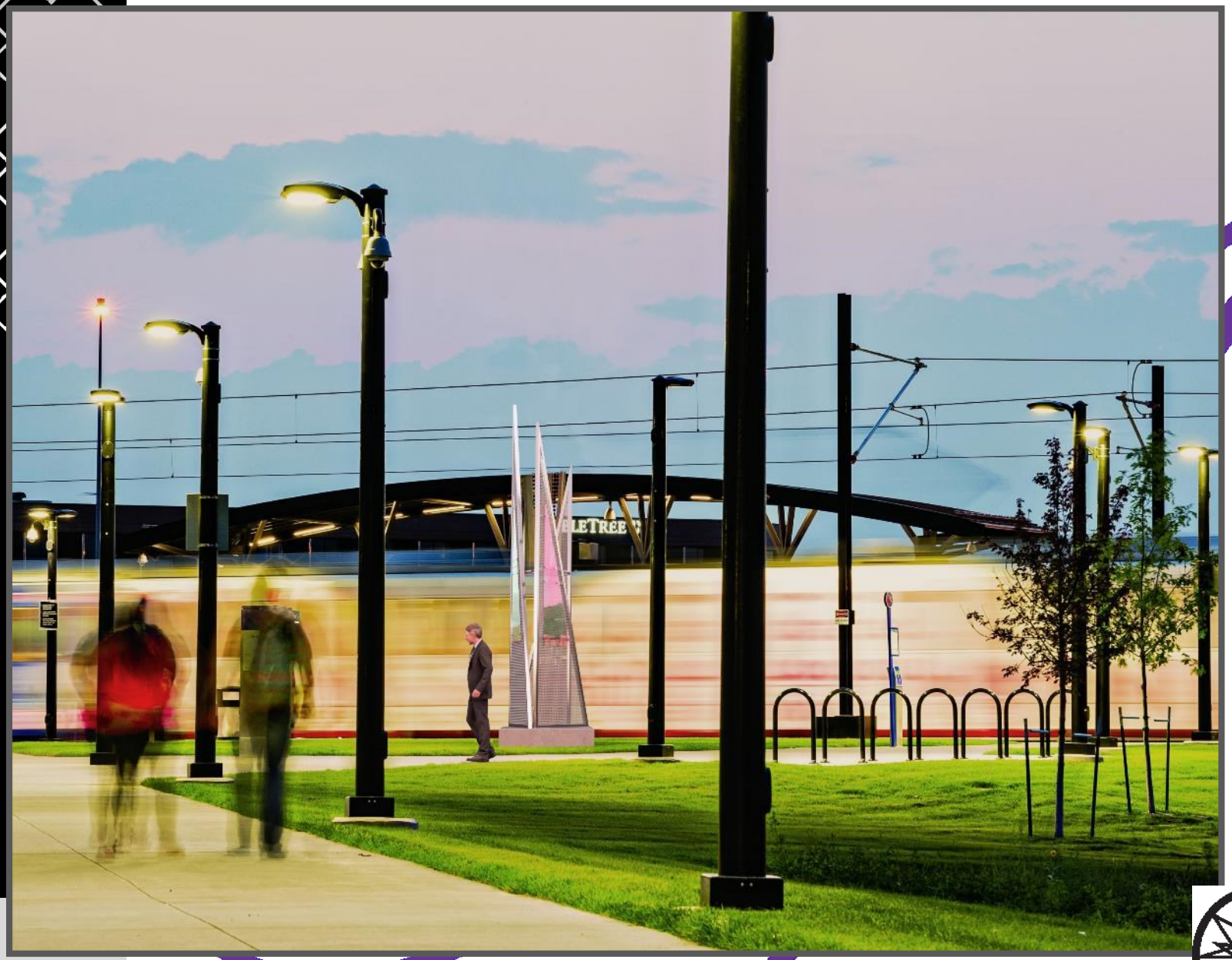
New Artwork Rendering

New Artwork Rendering





New Artwork Rendering



Wednesday, Apr 7, 2021 6:00 pm | 2 hours | (UTC-06:00) Mountain Time (US & Canada)

I. Call to order

a. Meeting began at 6:01 pm
Attendance:
Present – Chair Mary Mollicone, Vice-Chair Brittany Pirtle, Commissioners: Amy Cheslin, Vanessa Frazier, Celina Kaur, Rick Forsman, Margaret Norwood, Ana Valles
Absent - Jesse Jimenez
AIPP Staff – Roberta Bloom, Tony Nguyen

b. Volunteer to take notes and prepare a report for City Council
Brittany volunteered to take the notes. Commissioners signed up for designated months and Tony will update the activity sheet to include these assignments. Assignments are as follows; May, June (Margaret); July, August (Rick); September, October (Mary); November (Brittany); December (Margaret).

II. Approval of minutes for March 3, 2021 meeting

Rick Forsman moved, and Celina seconded the motion. March 3rd minutes approved

III. Adopt meeting agenda

Agenda was adopted.

IV. Public comments

No public comments

V. Action items

a. Review proposal for replacement artwork at RTD Iliff Station
The art selection panel approved the new renderings done by Gordon Huether. This new rendering displays the dichroic glass raised to avoid graffiti and other vandalism concerns. The stainless-steel construction and mesh material are resistant to corrosion and require very low maintenance. This new artwork will have a minimum height of 20 feet. The commission voted and unanimously approved the art selection panel's decision and process. Rick Forsman moved the motion and Vanessa Frazier seconded.

b. Plans for Activation of Gallery and Display spaces and review of documents
The commission reviewed the documents and the proposed changes done by AIPP staff. Changes include making the installations up to 3 months long, committee has the right to invite an artist or group to exhibit, and names and contacts were made current. Ana Valles volunteered to be the lead and Brittany volunteered to be the

backup AIPP member on the gallery committee. MLK Jr. Library and Tallyn's Reach Library are open, and the AMC will eventually be re-opening, but the date is not yet determined, so it is time to reimplement this program. Tony will add dates to these new documents to differentiate them from past versions per Rick's suggestion. The commission voted and approved these documents with the changes.

VI. New items

a. Budget review – Review of budget report provided by Matt Kipp in advance
$100,000 of the Nine Mile Pedestrian Bridge has been moved into TBD for 2021. It is not anticipated that the full $250,000 set aside for the bridge will be spent this year. So, we have set aside $150,000 to be spent in 2021 and the remaining $100,000 will be taken from the TBD in 2022 and earmarked for the bridge in 2022. For 2021 we now have money to do a couple of smaller projects. Due to workload currently, it is not feasible to begin these additional projects immediately, but we can bring them on later this year after some other projects are concluded

VII. Staff report

a. Questions regarding the Staff Report
No Questions

b. Other
Congressman Jason Crow is looking for a volunteer from the AIPP Commission to serve as a member of a jury panel for a student art competition. This will be all online. The judges will select ten finalists and from these ten Congressman Crow will choose the winning piece to be displayed at the U.S. capital. Mary Mollicone volunteered to be a judge.

VIII. Items from Chair

a. Budgeting and Prioritization of Projects
This is the Commission's recommendation:
- The Three Pedestal Project: One pedestal in 2021, one in 2022 and one in 2023, $50,000 each.
- City Center Tunnel is another project for 2021. Right now, it is being graffitied. 2021 $75,000 is earmarked for the City Center Tunnel. Since artwork will be added to the existing tunnel, it is preferred not to drill into or attach anything to the walls, the best solution will likely be a mural.
- Plains conservation is earmarked to receive $300,000 for 2022 for the addition of three sculpture.
- Two Highline canal sites at $80,000 each would be developed separately in 2022 and 2023. Amy Cheslin suggests that AIPP could hold one call for entry

for both sites even though they would be done separately, this could save time for AIPP staff.

- 2023-24 13th Ave AURA project was allocated $200,000 for bridge artwork and an additional $150,000 for a sculpture to be added to the development as well.

b. Project Tracking Document
Mary proposes this document to keep track of projects and update them using Roberta Bloom's Staff Report. This document gets refreshed after every meeting. Pending questions are; where to keep it and who will be responsible for updating.

IX. Items from Commissioners

a. Reports from Ward meetings
Vanessa and Margaret attended the Ward 3 meeting in March.

X. Next meeting and agenda items

XI. Good News
Vanessa Frazier has a new paralegal job, Department of Law in the State Attorney General's Office.

XII. AIPP Commissioner Activity Sheet
Tony will update after the meeting

XIII. Collect Volunteer Hours and Contacts
Commissioners submitted hours and contact

XIV. Adjournment
Meeting adjourned at 8:04 pm

Mary Mollicone
Chair, Mary Mollicone

Roberta Bloom
Public Art Coordinator, Roberta Bloom

The mission of the Art in Public Places Program is to create great places that contribute to neighborhood development, economic vitality, and enrich and engage the community of Aurora.

MINUTES

City of Aurora

CULTURAL AFFAIRS COMMISSION (CAC)

Wednesday, April 14, 2021, 6:30 p.m.
Virtual Meeting hosted through WebEx
Meeting Link:
https://auroragov.webex.com/auroragov/j.php?MTID=me2371a9b02f7a59462a7c57feb452ca6
Meeting Number: 146 124 5945
Password: COA_CAC

Commissioners Present	Mary Mollicone, Tone Ellis de Jesus, Sethe Tucker, Ree Varcoe, Matt McCormick
Commissioners Absent	donnie l. betts, Ree Varcoe, Auset Maryam Ali, Maureen Maycheco
Staff	Midori Clark, Alia Gonzales, Wayne Sommer

Call to Order
The meeting was called to order by the Chair at 6:34 p.m.

Action Item: Approve Agenda for April 14, 2021
A motion was made by Mary and seconded by Sethe to approve the Agenda for April 14, 2021. The motion passed unanimously.

Action Item: Consideration of Minutes for March 10, 2021
A motion was made by Sethe and seconded by Mary to approve the minutes as submitted. The motion passed unanimously.

Discussion Item: Aurora Strategic Plan Presentation with Wayne Sommer
Wayne Sommer shared details from the City of Aurora Strategic Plan process. This included the timeline for the strategic plan which started in very early 2020 with staff meetings and staff surveys. Each department in the city is also represented in the planning process by a Department Champion who works to ensure the needs of each department are met accurately. At this time the Key Performance Indicators are being determined which will allow internal and external stakeholders to monitor the progress from each department towards meeting pre-determined goals and performance measures. The fully completed strategic plan is expected to be implemented with early results available near the end of 2021.

Action Item: Art in Public Places Iliff Light Rail Station Replacement Art Concept
Roberta Bloom shared information regarding the Replacement Art Concept that has been proposed for artwork at the Iliff Station. Gordon Huether presented revised drawings to the art selection panel on March 23. Three triangular forms made of stainless steel, stainless steel mesh, and dichroic glass will be arranged in a composition inspired by the mountain scape. It will be at least 20’ high and will utilize the existing foundation and lighting. Following approval, the piece would be completed in approximately one year.

This proposal has been approved unanimously by an art selection panel comprised of Council Member Juan Marcano, AIPP Commissioners Brittany Pirtle, Vanessa Frazier, and Amy Cheslin, Community representatives

Jeff Moser, Dwight Taylor, and Elli Lobach. Also serving were Tracy Young with Parks and Rec., artist David Farquharson, and RTD Representative Christina Zazueta.

Sethe moved to approve the Iliff Station Replacement Art Concept as presented by Roberta Bloom. Mary seconded this motion. The motion passed unanimously.

Discussion Item: Guiding Document Update
There is no new update at this time. Tone will continue to work with the existing document and will review it in light of the information shared by Wayne Sommer to ensure the Cultural Affairs Commission is in line with the City of Aurora Strategic Plan process.

Discussion Item: Sub-Committee Update
This item will be moved to a future meeting date.

Discussion Item: Recognition Efforts for Tina with the MLK Café
Midori shared that Tina will no longer be operating a café out of the MLK Jr. Library. This café has been a fixture in the community for a number of years and a suggestion was made to have the Library Board and the Cultural Affairs Commission present Tina with a token of appreciation for her work in the community. After discussing the options, the Commission unanimously agreed they would like to work towards presenting Tina with an appreciation effort in the form of a ceramic piece. Staff will begin to research what options are available to do this.

Discussion Item: Annual Calendar Consideration
Staff presented a draft for items to be considered on the agenda for each meeting throughout the year. All commissioners will be asked to take a look at this proposed plan prior to the next meeting to have any adjustments made at that time.

Reports:

Chair – A request has been made by a Northwest Aurora Arts Grant applicant to get more information on the funding decisions that were made and the criteria used. Sethe will reach out to this applicant prior to the next Commission meeting.

Art in Public Places – A Chalks and Vines event is taking place May 15 and 16 at the Arapahoe County Fairgrounds. Please contact Amy Cheslin if you are interested in volunteering for the event.

Aurora Fox Arts Center – The Fox successfully held their annual gala on April 9, 10, and 11 in a fully virtual setting. Queens Girl and the World will be opening on Friday, April 16.

Art & Business Connection – None at this time.

Staff Report – None at this time

Comments from Commissioners – None at this time

Public Comment – None at this time.

Adjourn – The meeting was adjourned by the Chair at 8:11 p.m.

Sethe Tucker, Chair

Midori Clark, Staff

The purpose of the Cultural Affairs Commission is to provide ongoing systematic planning for the development of Cultural Arts activities within the city of Aurora; to assist the many community cultural groups by providing needed overall resources; to stimulate community involvement; and to enhance current cultural activities.

City of Aurora
Professional Services Agreement for
Commission of Public Artwork

Version AIPP May, 2021

PROFESSIONAL SERVICES AGREEMENT FOR COMMISSION OF PUBLIC ARTWORK

PROFESSIONAL SERVICES AGREEMENT

CITY OF AURORA
AURORA, COLORADO

Fabrication and Installation Agreement for Public Art

TITLE: "Mountains"

TABLE OF CONTENTS

Section

Attachments

AGREEMENT

This Agreement ("Agreement") is made as of the _____ day of _____, 20__, by and between the City of Aurora, Colorado ("City"), a home rule municipal corporation situated in the counties of Adams, Douglas and Arapahoe, State of Colorado, hereinafter referred to as "City," and

Business Name:
Attn:
Address:
Address:

hereinafter referred to as the "Artist," and the City and Artist collectively hereinafter referred to as the "Parties."

RECITALS

Whereas, the City implemented a public arts program pursuant to the Aurora, Colo. Code ("the City Code"), Article IV of Chapter 34, Sections 34-126 through 34-135, by allocating certain funds for the establishment of art works in public places and authorizing the making of payments for the design, execution, fabrication, transportation, and installation of works of art, and the support of an artist selection process; and

Whereas, the Aurora Art in Public Places Commission, as created and defined pursuant to the City Code, Division 2 of Article IV of Chapter 34, to maintain a detailed public arts policy approved in accordance with the prevailing city policy, addressing funding mechanisms, art selection criteria, artist selection criteria, Site selection criteria, display guidelines, maintenance and repair policies, and all other relevant issues; and

Whereas, pursuant to City Code Section 34-127, as amended, the purpose of Article IV of Chapter 34 of the Aurora, Colo. Code is to provide a means to fund the acquisition of works of art in public places owned or leased by the city which works of art shall become a part of the City's art collection; and

Whereas, the Artist was selected by the City through the procedures duly adopted by the Aurora Art in Public Places Commission to design, execute, fabricate, and install: "Mountains" work of art, hereinafter referred to as the "Work," in a public place located at: The Iliff Light Station, hereinafter referred to as the "Site;" and

Whereas, both Parties wish to promote and maintain the integrity and clarity of the Artist's idea and statements as represented by the Work; and

Whereas, the Artist is ready, willing, and able to render such services as provided by this Agreement as an independent contractor.

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

Section 1 – Scope of Services

A. Artist agrees to provide professional services as stated in the scope of services and the public art proposal ("Proposal") specified in **Attachment 1** and **Attachment 2**, attached hereto and incorporated into this Agreement.

B. The City shall have the right to disapprove any portion of Artist's Work on the project (the "Project") which does not comply with the requirements of this Agreement. If any portion of the Work is not approved by the City, Artist shall proceed when requested by the City with revisions to the Work to attempt to satisfy the City's objections. If said revised Work is acceptable, the City will provide prompt written approval. Correction or completion of Work which does not comply with the requirements of this Agreement shall be made without adjustments to the compensation for Artist's services provided for hereunder unless the revisions are made to Work previously approved for previous tasks, in which case, Artist's compensation shall be adjusted. It is the intent of the Parties that Artist shall promptly correct any defective, inaccurate, or incomplete tasks, deliverables, services, or other work, without additional cost to the City, as set forth in **Section 9**. Requested changes resulting in additional costs or adjustment to the timeline will be handled through the Change Order Policy in **Attachment 5**. The acceptance of Artist's services by the City shall not relieve Artist from the obligation, during the Warranty Period (defined below) to correct subsequently discovered defects, inaccuracies or incompleteness resulting from Artist's negligent acts, errors, or omissions.

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

D. Change Orders. All change orders shall comply with the Art in Public Places Change Order Policy.

Section 2 - Authority

A. The City represents and warrant that it has the power and ability to enter into this Agreement, to grant the rights provided in this Agreement, and to perform the duties and obligations under this Agreement. The Art in Public Places Coordinator ("Project Manager") is the City's Project Manager and the City's authorized representative. The Project Manager is responsible for authorizing and approving all Work performed under this Agreement. All Work to be performed by Artist shall be authorized in writing by the Project Manager as provided by this Agreement. All communications related to the Project shall be with the Project Manager and, in his/her absence, a person to be designated by him or her. The Project Manager is authorized to make decisions on behalf of the City related to the Work. The Project Manager shall be responsible for the day-to-day administration, coordination and approval of Work performed by Artist, except for approvals which are specifically identified in this Agreement as requiring the approval of City of Aurora's City Council.

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

Section 3 – Time of Performance

A. The services to be required by the Artist as set forth in **Attachment 1** and **Attachment 2** shall be completed in accordance with the schedule for completion of Work as proposed by the Artist and approved by the City pursuant to **Attachment 3**, provided that such time limits may be extended or otherwise modified by written agreement between the Artist and the City ("Project Schedule").

B. If, when the Artist completes fabrication or procurement of the Work in accordance with the Project Schedule and notifies the City that the Work is ready for installation, the Artist is delayed from installing the Work within the time specified in the Project Schedule as a result of the construction of the Site not being sufficiently complete reasonably to permit installation of the Work therein, the City shall promptly reimburse the Artist for reasonable transportation and storage costs incurred for the period between the time provided in the Project Schedule for commencement of installation and the date upon which the Site is sufficiently complete reasonably to permit installation of the Work.

C. If, in the opinion of the Project Manager, the Artist's performance has fallen behind schedule the Project Manager shall notify the Artist of the situation and the Artist shall take steps as may be necessary to improve its progress and to submit such supplementary schedule or schedules as may be necessary to ensure completion of the Work as required by this Agreement, all without additional cost to the City, except as specifically set forth herein.

D. The Artist shall bear all transportation and storage costs resulting from the completion of its services hereunder prior to the time provided in the Project Schedule for installation.

E. The City shall grant a reasonable extension of time in writing to the Artist in the event that there is a delay on the part of the City in performing its obligations under this Agreement or in completing the underlying Project or if conditions beyond the Artist's control or acts of God, including, without limitation, a force majeure (such as natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics, outbreak or communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the forgoing or otherwise, beyond the Party's reasonable control), render timely performance of the Artist's services impossible or unexpectedly burdensome. Failure to fulfill contractual obligations due to conditions beyond either Party's reasonable control will not be considered a breach of contract, provided that such obligation shall be suspended only for the duration of such conditions.

F. Time is of the Essence. Any alteration of the Project Schedule will require a written agreement between both Parties.

Section 4 – Compensation

A. Artist has agreed this work of art to be installed is a replacement for a work of art that had to be removed from the City's art collection due to defects in the sculpture. Artist has agreed to fabricate and install the proposed Work at little or no cost to the City. As such Artist has agreed to no compensation for the fabrication and installation of the Work.

B. Reimbursement of Approved Costs.

The City agrees to reimburse Artist for costs and expenses approved by the City. Artist shall submit an invoice for payment for approved costs. Artist must submit an invoice to the City at the following address:

City of Aurora, Colorado
Art in Public Places Program
14949 E. Alameda Pkwy
Aurora, CO 80012

C. Artist's Expenses

The Artist shall be solely responsible for all mailing or shipping charges on submission to the City, the cost of transporting the Work to the Site, and the cost of all travel by the Artist and the Artist's agents and employees necessary for the proper performance of the services required under this Agreement.

Section 5 – Staffing and Sub-Contractors

A. The Artist's personnel listed below are essential to the proper performance of the services under this Agreement:

Name	**Title**

The above-identified individuals are key persons and will be available to perform the Work. Artist agrees to make key personnel available as required to perform the Work as long as such persons are employed by Artist. Artist shall obtain the prior written approval of the City before appointing other Artist personnel as a substitute(s) for the above-named key personnel. The City reserves the right to reject proposed replacement personnel or require the replacement of any Artist personnel; however such City action shall not subject the City to any liability to Artist nor be used by Artist as an excuse for failure to meet the requirements of this Agreement.

B. Artist shall ensure the quality, timeliness, and continuity of services are maintained through the duration of the Project. Artist shall avoid changes to the key personnel to the extent possible.

C. It is agreed the Artist may utilize the services of sub-contractors in the performance of this Agreement. The Artist shall be fully responsible to the City for the acts and omissions of its sub-contractors and of persons either directly or indirectly employed by them. Nothing in this Agreement shall create any contractual relationship between any sub-contractor and the City.

Section 6 - Insurance

A. If the Artist and any sub-contractor of the Artist have employees the Artist and the sub-contractor(s) shall provide the appropriate certificates of insurance and Worker Compensation documents, at no cost to the City, as described in **Attachment 4**. The Artist further agrees and understands that it, and any sub-contractor of the Artist, are to maintain and keep in force the appropriate insurance certificates throughout the term of this Agreement.

B. Artist shall be responsible for any injury to persons or damage to property to the extent arising from negligent or otherwise wrongful acts, or errors and omissions of Artist and its agents and employees. If Artist knows of the damage to the Work Artist shall immediately notify the City. If the City discovers any damage to the Work, City will notify Artist immediately. Repair shall be accomplished under City direction and to City specifications, so the Work is in as good or better condition than before damage. Artist shall provide the City with a certificate of liability coverage in accordance per the attached form 410-33, **Attachment 4**.

Section 7 - The City's Responsibilities

A. The City shall:

1. provide necessary information to Artist to facilitate Artist in performing the Work;

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

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

4. prepare the Site in accordance with the Proposal and Final Design (as defined in **Attachment 2**). The Artist and the City will cooperate to determine reasonable costs for those items that the City will be responsible for in order to prepare the Site for the timely transportation and installation of the Work. The City shall be responsible for the completion of Site preparations by the scheduled installation start date or shall notify the Artist in writing of any delays.

5. The City shall perform all obligations in compliance with all terms and conditions in this Agreement.

6. The City shall be responsible for providing the Artist, at no expense to the Artist, copies of existing designs, drawings, and reports, a list of required permits, licenses, and other authorizations, and other existing relevant data, if any, which is needed by the Artist in order to perform the services.

7. The City shall be responsible for compliance with applicable laws and regulations with the exception of required licenses, permits and similar authorizations required to be secured by the Artist hereunder and shall explain any limitations imposed by such laws and/or regulations to the Artist.

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

C. The City covenants, represents, and warrants all of the following:

i. It guarantees the accuracy, timeliness, and completeness of all information submitted to the Artist.

ii. It has the legal power and authority to enter into this Agreement; and entering into this Agreement does not conflict with or result in any breach or violation of any of the terms and provisions of any agreement, judgment, order, statute or other instrument or restriction of any kind binding the City.

Section 8 - Mutual Obligations

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

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

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

D. Upon completion of installation and acceptance by the city, the Artist hereby grants to the City a limited, revocable, royalty-free license for non-commercial purposes to publicly exhibit the Proposal or Final Design (or any components thereof). All reproductions by the City shall contain a copyright notice in the Artist's name as required by law and a credit to the Artist in substantially the following form:

[Artist's name, Work title, date of publication]. Intellectual property, including all Proposals, Final Design, or other designs, drawings, sketches, photographs, renderings, or other materials or work product related to the Work or services and in any other documentation made by the Artist pertaining to the Work developed, utilized or modified in the performance of the services shall remain the sole property of Artist.

E. The Artist retains all rights in and to the Work including all copyrights and rights granted by the Visual Artist's Rights Act of 1990, 17 U.S.C. § 101 *et. seq.* in and to the Work except ownership and possession, except as such rights are limited by this Section. In view of the intention that the Work in its final dimension shall be unique, the Artist shall not make any additional exact duplicate three-dimensional reproductions of the final Work, nor shall the Artist grant permission to others to do so except with written permission of the City.

F. Nothing in this Agreement shall preclude any right of the City to alter, remove and store the Work from public view, or destroy the Work due to changes in public opinion or changes in the surrounding land uses. . If the City removes the Work from public view because of strong public opinion or because of a change in surrounding land uses, or the City decides to destroy the Work, the City will provide the Artist with reasonable notice, after a diligent, good faith attempt to notify the Artist, and offer the Artist a reasonable opportunity to recover the Work at the Artist's expense for an obligation of the Artist to indemnify the City. A "diligent, good-faith attempt" involves sending notice by registered mail to the artist at his most recent address as recorded by the Register of Copyrights. If the Artist does not obtain possession or does not contact the City within fourteen days of the date of the notice to the Artist of the City's intent to remove the Work the Artist waives his/her/its rights under the Visual Artist's Rights Act of 1990, 17 U.S.C. § 101 *et. seq.* and attorney's fees.

G. The Artist grants to the City and its assigns an irrevocable license to make two-dimensional reproductions of the Work for non-commercial purposes including, but not limited to, reproduction uses in advertising, brochures, media publicity, and catalogs or other similar publications, provided that these rights are exercised in a tasteful and professional manner. In all two-dimensional reproductions of the Work made by the City the City will credit the Artist for the Work.

H. The Artist shall give credit to the City reading substantially, "An original work owned and commissioned by the City of Aurora, Colorado," in any public showing under the Artist's control of reproductions of the Work.

I. The Artist shall be responsible for the costs associated with creating a signage plaque identifying the Artist, the title of the Work, the year of completion, The Art in Public Places Program, Aurora, CO, and including the city logo. The artist shall install, and the city shall reasonably maintain such signage in good repair against the ravages of time, vandalism, and the elements.

J. The City recognizes that maintenance of the Work on a regular basis is essential to the integrity of the Work. The City shall reasonably ensure that the Work is properly maintained and protected, taking into account the instructions of the Artist, provided in accordance with **Attachment 2, Section 1.10, Maintenance Instructions,** and shall reasonably protect and maintain the Work against the ravages of time, vandalism, and the elements.

K. The City shall have the right to determine, after consultation with the Artist, if reasonably practicable, during the lifetime of the Artist's principals or a professional conservator, when and if repairs and restorations to the Work will be made. In the sole discretion of the City, the Artist, if reasonably practicable, during the lifetime of the Artist's principals, may be given the opportunity to make or personally supervise significant repairs and restorations, and shall be paid a reasonable fee for such services provided that the City and the Artist shall agree in writing, prior to the commencement of any significant repairs or restorations, upon the Artist's fee for such services.

L. All repairs and restorations, whether made by the City or the Artist, shall be made in accordance with recognized principles of conservation.

M. The City agrees that it will not intentionally damage, alter, modify, or change the Work without prior written approval of the Artist.

N. Nothing in this Agreement shall preclude any right of the City to remove the Work from public display or to destroy the Work. If the City shall at any time decide to destroy the Work, it shall, by reasonable notice to the Artist, offer the Artist a reasonable opportunity to recover the Work for an obligation of the Artist to indemnify and reimburse the City.

O. The City shall maintain, on permanent file, a record of this Agreement and of the location and disposition of the Work.

P. The Artist shall notify the City of any changes in its address. The failure to do so shall be deemed a waiver by the Artist of the rights to enforce the provision in this Section that require the express approval of the Artist. A mailing of notice by the City by certified mail or registered mail, return receipt requested, postage prepaid, addressed to the last known address of the Artist or the Artist's Representative shall be deemed to be adequate notification effort by the City for purposes of this Section.

Q. The covenants and obligations set forth in this Section, except paragraphs J and O of this Section, shall be binding upon the Parties, the heirs, legatees, executors, administrators, assigns, transferees, and all their successors in interest. The City's covenants do attach and run with the Work.

Section 9 – Warranties

A. The Artist represents and warrants that:

1. The Work is solely the result of the artistic and creative effort of the Artist.

2. Except as otherwise disclosed in writing to the City, the Work is unique and original, and does not infringe upon any copyright.

3. That neither the Work delivered, nor a duplication thereof, has not been accepted for sale elsewhere.

4. The Work is free and clear of any liens from any source whatsoever. Artist shall supply an affidavit when the Work is completed and installed that all persons and entities who supplied materials or services to the Artist in the completion of this Agreement have been paid in full and there are no liens against the Artist or the Work in connection with the completion of this Agreement.

5. The Work, as fabricated and installed, will be free of defects in material and workmanship, including any defects consisting of "inherent vice" or qualities which cause or accelerate deterioration of the Work. "Inherent vice" refers to any quality within the material or materials which comprise Work which, whether alone or in combination, results in the tendency of Work to destroy itself.

6. Artist should choose appropriate materials for the Work based on the expected life of the Work. Careful consideration should be taken when integrating components into the Work that are not warranted for the minimum warranty period required by this Agreement.

Attention should be paid to integrated components that may void the underlying warranties. For integrated components Artist shall pass along warranties provided by the manufacturer.

7. Reasonable maintenance of the Work will not require procedures substantially in excess of those described in the maintenance recommendations to be submitted by the Artist to the City hereunder;

B. Warranty Period. The warranties described above shall survive for a period of two (2) years after the final acceptance of the Work ("Warranty Period"). The City shall give notice to the Artist of any observed breach with reasonable promptness. The Artist shall, at the request of the City, and at no cost to the City, cure reasonably and promptly the breach of any such warranty which is curable by the Artist and which cure is consistent with professional conservation standards, including cure by means of repair or re-fabrication of the Work. Should the Artist fail to proceed promptly in accordance with this guarantee, the City may have such work performed at the expense of the Artist.

Except as otherwise specifically provided, no other warranty or representation, either express or implied, is included or intended in the Artist's proposals, reports, deliverables, and/or communications. The warranties in this Section are conditional and shall be voided by the failure of the City to maintain the Work in accordance with the Artist's specifications, including the Maintenance Instructions, and the applicable conservation standards. If the City fails to maintain the Work in good condition, the Artist, in addition to other rights or remedies the Artist may have in equity or at law, shall have the right to disown the Work as the Artist's creation and request that all credits be removed from the Work and reproductions thereof until the Work's condition is satisfactorily repaired.

Section 10 – Termination of Agreement

A. Termination for Cause

1. If either Party shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the other Party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting Party of its intent to terminate specifying the grounds for termination. The defaulting Party shall have thirty (30) days after the effective date of the notice to cure the default. If the default is not cured by that time, the non-defaulting Party may, upon written notice to the defaulting Party, immediately terminate this Agreement with cause, ("Termination For Cause").

2. Excluding payment obligations hereunder, either Party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such Party's reasonable control such as, but not limited to, acts of nature; pandemic, national, state, or local quarantine or stay at home order, war or warlike operation; superior governmental regulation or control; public emergence; or strike or other labor disturbances. Notice of termination of this Agreement will be given to the non-terminating Party in writing not less than fifteen (15) days prior to the effective date of termination.

B. Termination for Convenience

1. The City may terminate this Agreement without cause upon thirty (30) days written notice to the Artist.

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

C. Effect of Termination

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

2. Ownership of Work Product. Upon a termination of this Agreement prior to completion of the Work and final acceptance, the following terms and conditions will apply:

(a) Upon a Termination For Cause by the City, the Artist grants to the City a limited, irrevocable, royalty-free license, for the sole and exclusive non-commercial purpose of completing the Work as described and intended in the Proposal and/or Final Design, to all finished and unfinished drawings, sketches, photographs, and other work products or deliverables prepared and submitted by the Artist to the City prior to the date of termination, including, without limitation, the Proposal, Final Design, or other designs, drawings, sketches, photographs, renderings, or other materials or work product related to the Work.

(b) Upon a Termination For Cause by the Artist, or termination by either Party pursuant to **Section 10.B.**, the Parties agree and acknowledge that all finished and unfinished drawings, sketches, photographs, and other work products or deliverables prepared prior to the date of termination, including, without limitation, the Proposal, Final Design, or other designs, drawings, sketches, photographs, renderings, or other materials or work product related to the Work shall remain the sole and exclusive property of the Artist.

Section 11 - Miscellaneous Provisions

A. The Parties shall, at all times, agree to observe all applicable Federal and State of Colorado laws, Ordinances and Charter Provisions of the City, and all rules and regulations issued pursuant thereto, which in any manner affect or govern the services contemplated under this Agreement.

B. Artist shall at all times comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the State of Colorado's safety regulations. Subject to **Section 10.B**., failure to comply with any applicable federal, state, or local law, rule, or regulation shall give the City the right to terminate this Agreement.

C. Artist shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, disability, pregnancy, age, bankruptcy or bad debts, genetic information, or veteran status. Artist:

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

2. shall post, in all places conspicuous to employees and applicants for employment, notices provided by the state, setting forth the provisions of this nondiscrimination clause. All

solicitations and advertisements for employees placed by or on behalf of the Artist, shall state that Artist is an equal opportunity employer; and

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

D. Artist agrees that it shall not hire or make an offer of employment to a Key City employee as an independent contractor or employee during the term of this Agreement. "Key" City employees include those City employees who are in management or other senior positions who have responsibility for reviewing, awarding, or making recommendations on contract proposals, and making recommendations to change an existing contract. This prohibition concerning Key City employees shall continue for the first six (6) months following a Key City employee's termination of employment with the City. The terms specified in this Section shall apply to all subcontractors hired by Artist for the performance of this Agreement.

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

F. Notices. All notices, demands, orders, documents, instruments and other communications required or permitted to be served upon either Party to this Agreement shall be deemed duly served when delivered in person, to an officer or partner of the Party, mailed via First-Class mail of the U.S. Postal Service, postage prepaid, or when sent via e-mail to the Party at the address shown below. The Artist has a duty to inform the City of their current mailing and e-mail address and has an ongoing duty to notify the City of any change in their mailing or e-mail address within one day of any change. The City shall maintain a record of the Artist's e-mail address and shall store a copy of all e-mail communications with the Artist for a period of approximately two years. This e-mail storage record creates a presumption, and is prima facie proof, that any notice, demand, order, document, instrument or other communications was sent by the City and received by the Artist.

City: Roberta Bloom, Art in Public Places Coordinator
Library and Cultural Services
14949 East Alameda Parkway
Aurora, Colorado 80012
Telephone: 303-739-6747
E-mail: rbloom@auroragov.org

Artist or
Artist Representative:

G. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Artist. The City and Artist each binds itself and its successors, executors, administrators,

permitted assigns, legal representatives and, in the case of a partnership, its partners to the other Party, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other Party in respect to all provisions of this Agreement.

H. The provisions entitled "Representations and Warranties," "Warranties" "Mutual Obligations" "Limitation of Liability," "Indemnification," and "Attorney's Fees" will survive the termination of this Agreement in accordance with their terms.

Section 12 - Examination of Records (This Section applies if this Agreement exceeds $10,000.00.)

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

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

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

Section 13 - Severability. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable all other provisions nevertheless shall remain effective; provided, however, the Parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a provision that will achieve the original intent of the Parties hereunder.

Section 14 - Written Amendment Required. This Agreement may be amended, modified, or changed, in whole or in part, only by written agreement duly authorized and executed by the City and the Artist.

Section 15 - Governing Law

This Agreement shall be governed by the laws of the State of Colorado. Each Party submits to the exclusive jurisdiction of the courts of the State of Colorado. Any suit between the Parties arising under this Agreement shall be brought only in a court of competent jurisdiction.

Section 16 - Workers without Authorization.

A. Unlawful Employees, Contractors and Subcontractors. Artist shall not knowingly employ or contract with an individual unable to provide evidence that the individual is legally authorized to perform work or services in the United States, defined as a "worker without authorization" in C.R.S. § 8-17.5-101. Artist shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with a worker without authorization; and (b) fails to certify to Artist that the subcontractor will not knowingly employ or contract with a worker without authorization.

B. Verification Regarding Undocumented or Insufficiently Documented Workers. By executing this Agreement, Artist confirms the employment eligibility of all employees who are newly hired for employment to perform services under this Agreement through participation in either the Federal E-Verify program or the Colorado Department of Labor Department Program.

C. Limitations. Artist shall be prohibited from using either the Federal E-Verify Program or the Colorado Department of Labor Department Program procedures to undertake pre-employment screening of job applicants.

D. Duties of the Artist. If Artist obtains actual knowledge that a subcontractor performing services under this Agreement knowingly employs or contracts with a worker without authorization Artist shall be required to:

(i) Notify the subcontractor and the City within three days that Artist has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and

(ii) Terminate the subcontract with the subcontractor if, within three days of receiving the notice the subcontractor does not stop employing or contracting with the worker without authorization; except that Artist shall not terminate the contract with the subcontractor if the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with such individual.

E. Duty to Comply with State Investigation. Artist shall comply with any request made by the Colorado Department of Labor or the City in an investigation that the Department or the City is undertaking.

F Damages. Notwithstanding any other provisions within this Agreement, if Artist violates any of the above provisions regarding illegal insufficiently documented workers, the City may terminate the Agreement for cause and Artist may be liable for consequential damages.

Section 17 - Indemnification and Limitation of Liability

A. Artist shall be solely and entirely responsible for its acts and the acts of its employees, agents, servants, and subcontractors during the term and performance of this Agreement. Artist and Artist's agents, principals, officers, partners, employees, and subcontractors ("Indemnitors") shall and do agree to indemnify, defend, protect, and hold harmless the City, its officers, employees, and agents ("Indemnitees") from and against all claims, damages, losses, liens, liabilities, causes of actions, suits, judgments, and court awards, including expenses and reasonable attorneys' fees, of any nature, kind, or description ("Liabilities") by any third party arising out of, caused by, or resulting from any services under this Agreement if such Liabilities are: (1) attributable to bodily injury, personal injury, sickness, disease, or death of any person, or to the injury or destruction of any tangible property (including resulting loss of use or consequential damages) and (2) caused, in whole or in part, by any error, omission or negligent act of the Artist, its officers, agents, employees, anyone directly or indirectly employed by it, or anyone for whose acts Artist may be liable.

B. The City shall be solely and entirely responsible for its acts and the acts of its employees, agents, servants, and subcontractors during the term and performance of this Agreement. The Parties expressly acknowledge and agree that the Artist shall not, under any circumstances, be liable under this Agreement for any Liabilities to the City or any third party arising out of, caused by, or resulting from this Agreement, if such Liabilities are: (1) attributable to bodily injury, personal injury, sickness, disease, or death of any person, or to the injury or destruction of any tangible property (including resulting loss of use or

consequential damages) and (2) caused, in whole or in part, by any error, omission or negligent act of the City, its officers, agents, employees, anyone directly or indirectly employed by it, or anyone for whose acts the City may be liable including, without limitation, a breach of this Agreement by the City; a breach of any agreement between the City or it employees, vendors, independent contractors, suppliers, clients or customers, or any act, omission, negligence, or willful misconduct of the City.

C. If more than one Indemnitor is liable for any error, omission or negligent act covered by this Agreement, each such Indemnitor shall be jointly and severally liable to the Indemnitees for indemnification and the Indemnitors may settle ultimate responsibility among themselves for the loss and expense of any such indemnification by separate proceedings and without jeopardy to any Indemnitee. This Agreement shall not eliminate or reduce any other right to indemnification or other remedy the Parties may have by law.

D. Both Parties shall provide the Party with prompt notice of any claim for which the other may be liable. Both Parties agree to cooperate with each other in the resolution of such claim. Nothing herein is intended to be or shall be construed to be a waiver of the City's governmental immunity under C.R.S. Section 24-10-101, *et seq*, as amended.

Section 18 – Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement.

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

CITY OF AURORA, COLORADO

By: _____

Title: _____

ATTEST:

_____
Kadee Rodriguez, City Clerk

RISK MANAGEMENT: **_____**
Renee Pettinato Mosley, Risk Manager

APPROVED AS TO FORM: _____
Tim Joyce, Assistant City Attorney

ARTIST

Gordon Huether

By: _____
(Signature)

Name: _____
(Type or Print)

Attachment 1

Public Art Proposal

See Attached

Attachment 2

Scope of Work

1.1 General

a. The Artist will design, execute, fabricate, install and document the following Work:

Work Title:

Size and Location:

Medium:

b. The Artist shall perform all services and furnish all supplies, materials and equipment as necessary for the design, execution, fabrication, transportation and installation of the Work and a signage plaque at the Site.

c. The Artist shall determine the artistic expression, scope, design, color, size, material, texture of the Work subject to review and acceptance by the City as set forth in this Agreement.

d. The Artist shall keep Art in Public Places informed of any and all correspondence with the City departments, divisions and City contractors.

e. The Artist shall furnish to the City, the Project Schedule, **Attachment 3**, for completion of fabrication and installation of the Work, including a schedule for the submission of progress reports.

1.2 Final Design and Review/Detail Design Approval

a. The City may arrange for the Artist to meet with representatives of the community in order for the Artist to learn of their concerns.

b. Within thirty (30) days, after the City approves the Agreement, the Artist shall prepare and submit to the City detailed working drawings of the Work and the Site, together with such other graphic material as may reasonably be requested by the City in order to permit the City to certify the compliance of the Work with applicable statutes, codes and ordinances (the "Final Design"). The Final Design may include, but not be limited to, the following information, as applicable: specifications for installation, attachment techniques, Site preparation, structural engineering, any physical alteration to Site as proposed by Artist, detailed design documents, construction documents, and color and material selections. If required by the relevant government authorities, the Artist shall hire a Colorado licensed engineer to prepare stamped engineering drawings to be included in the Final Design. Upon request by the Artist, the City shall promptly furnish all information, materials, and assistance required by the Artist in connection with Final Design submission.

c. The City may require the Artist to make such revisions to the Final Design as are necessary for the Work to comply with applicable statutes, ordinances, or regulations of any governmental regulatory agency having jurisdiction over the Project.

d. The City may also request revisions to the Final Design for other practical (non-aesthetic) reasons before acceptance of the Final Design.

e. If additions or deletions are approved by the City and Artist and made to the Final Design which result in an increase in cost or budget, such increased costs shall be agreed to in writing and paid by the City to the Artist in accordance with this Agreement.

f. The City shall make every effort to notify the Artist within thirty (30) days, if after its receipt of the Artist's submission its approval, or disapproval, of the Final Design pursuant to this **Section 1.2**. Revisions made pursuant to this **Section 1.2** shall become part of the Final Design.

1.3 Execution of the Work

a. The Artist shall complete the fabrication and installation of the Work in substantial conformity with the Proposal and Final Design as recommended by the art selection panel and approved by the Art in Public Places Commission, **Attachment 1.**

b. After written approval of the Final Design by the City, the Artist shall fabricate, transport, and install the Work in accordance with such Project Schedule in **Attachment 3**. Such schedule may be amended by written agreement between the City and the Artist.

c. The City shall have the right to review the Work at reasonable times during fabrication thereof. Upon reasonable request, the Artist shall submit to the City progress reports including photographs of the progress in accordance with the Project Schedule provided for in **Attachment 3**.

d. The Artist shall present to the City, in writing, for further review and approval, any significant changes in the scope, design, color, size, material or texture of the Work not permitted by or not in substantial conformity with the Proposal or Final Design. A significant change is any change in the scope, design, color, size, material, texture, or location on the Site of the Work that affects installation, scheduling, Site preparation for the Work or the concept of the Work as represented in the Proposal. A significant change in the scope, design, color, size, material, or texture of the Work will require an approved Change Order from the Project Manager.

e. It is a condition of this Agreement it and shall be made a condition of each subcontract entered into pursuant to this Agreement that the Artist and any sub-contractor shall not require any laborer, mechanic, or other person employed in performance of this contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his, her, or its health or safety.

f. The Artist shall at all times, whether or not so specifically directed by the Project Manager, take necessary precautions to ensure the protection of the public. The Artist shall furnish, erect, and maintain at his own expense all necessary precautions for the protection of the work and safety of the public through and around its fabrication operations.

1.4 Delivery and Installation

a. The Artist shall notify the City in writing, when fabrication of the Work is completed and is ready for its delivery and installation at the Site.

b. The Artist shall deliver and install the completed Work at the Site in compliance with the Project Schedule.

c. Except as otherwise set forth in this Agreement, the Artist shall be responsible for expenses, labor, and equipment to prepare the Site for the installation of the Work, including public access and public security of the Work, unless, through prior arrangement the City agrees to assume responsibility for one or more of the costs required for Site preparation.

d. During the performance of the services, the Artist shall continuously and adequately protect the Work from damage, injury or loss arising in connection with this Agreement. It shall provide and maintain at its expense all passageways, barricades, guard fences, lights, and other protection facilities required by public authority or local conditions.

e. The Artist shall be responsible for protection of all public and private property on and adjacent to the Site within its control. It shall use every precaution necessary to prevent damage to curbs, sidewalks, driveways, trees, shrubs, sod, mailboxes, fences and other private and public improvements. It shall protect carefully from disturbance or damage all land monuments and property marks until an authorized surveyor has witnessed or otherwise referenced their locations and shall not remove them until directed.

f. The Artist shall be responsible for any and all damage to the Site the occurred during the installation of the Work except as otherwise set forth in this Agreement, including, without limitation, any circumstances beyond the Artist's reasonable control.

1.5 Post Installation

a. Within thirty (30) days after the installation of the Work, the Artist shall furnish the City with the following photographs of the Work as installed:

(i) high-resolution (300 dpi) digital images from three different viewpoints as are necessary to convey the essence and impact of the Work. The photographs and digital images should be of professional quality as they will be used for documentation and publicity of the Work;

(ii) a recent resume and Artist Statement specifically pertaining to the Work; and

(iii) a conservation and maintenance report containing reasonable and appropriate written instructions for maintenance and preservation of Work. The City will provide a form for the report.

b. The Artist shall be available at such time or times as may be agreed between the City and the Artist to give one (1) public presentation/lecture at the unveiling reception relating to the transfer of the Work to the City.

c. The City shall use its best efforts to arrange for publicity for the completed Work in such art publications and otherwise as may be determined between the City and the Artist as soon as practicable following installation.

d. Within thirty (30) days after the installation of the Work the Artist shall supply a signed affidavit stating that all persons and entities who supplied materials or services to the Artist in the completion of this Agreement have been paid in full and there are no liens against the Artist or the Work in connection with this Agreement.

1.6 Final Acceptance

a. The Artist shall advise the City, in writing, when all services required have been completed in substantial conformity with the Final Design and Installation Plan.

b. The City shall notify the Artist of its final acceptance of the Work.

c. Final acceptance shall be effective as of the earliest to occur of (1) the date of the City's notification of final acceptance or (2) the thirtieth (30^{th}) day after the Artist has sent the written notice to the City required under **Section 1.4** unless the City, upon receipt of such notice and prior to the expiration of the thirty (30) day period, gives the Artist written notice specifying and describing the services which have not been completed.

The Parties agree that provided the services have been completed in substantial compliance with the Final Design (and all related specifications), the City shall deem such Work complete and accepted.

1.7 Risk of Loss

The risk of loss or damage to the Work shall be borne by the Artist until final acceptance, and the Artist shall take measures as are necessary to protect the Work from loss or damage until final acceptance except that the risk of loss or damage may be borne by the City prior to final acceptance only during such periods of time as the partially or wholly completed Work is in the custody, control, or supervision of the City or its agents.

1.8 Title

Title to the Work shall pass to the City upon final acceptance.

1.9 Ownership of Documents, Models

Upon final acceptance, all studies, drawings, designs, maquettes, and models prepared and submitted under this Agreement, shall be returned to the Artist and shall belong to the Artist. The City may select, and the Artist shall convey to the City, one (1) of the original drawings submitted as part of the Proposal, the City representing that such drawing will be used for exhibition and held by it in permanent safekeeping. Artist shall not make any additional exact duplicate, two or three-dimensional reproductions of the final Work, nor shall Artist grant permission to others to do so except with the written permission of the City. This restriction shall not apply to the Artist's use of photographic reproductions or three-dimensional Marquette of the Work in portfolios or in critical and scholarly writing, or other commercial digital or printed purposes. The Artist may have un-restricted digital use rights for the Work for personal or promotional purposes

1.10 Maintenance Instructions

The City must approve the Artist's instructions on how and when the City will perform regular maintenance to maintain the integrity of the Work once the Work has been installed. Upon the City's approval of the Artist's maintenance instructions, the Artist's maintenance instructions become a covenant and obligation for the City under this Agreement.

Artist, provides the following information on routine maintenance and instruction:

Attachment 3

PROJECT SCHEDULE

Subject to all terms and conditions of the Agreement, the parties agree on the following preliminary schedule for completion of the Work.

Attachment 4

INSURANCE REQUIREMENTS

The Artist providing services under this Agreement shall procure and maintain, at its expense until final acceptance by the City of Aurora, Colorado ("City") of all work covered by the Purchase Order or contract the following types of insurance. The policy limits required are to be considered minimum amounts:

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

Minimum limits:
$1,000,000 each occurrence
$2,000,000 general aggregate
$1,000,000 products and completed operations

Workers' Compensation and Employers Liability Insurance. The Artist shall maintain Worker's Compensation Insurance with limits in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of Colorado. Additionally, the Artist shall maintain Employers Liability Insurance with minimum limits of: $100,000 bodily injury for each accident, $100,000 each disease for each employee and $100,000 bodily injury and disease aggregate.

If the Artist has no employees, then the Artist will submit a statement indicating that he/she has no employees and is not required to purchase workers' compensation under Colorado law.

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

Additional Insured and Waiver of Subrogation. The Artist shall name the City of Aurora, its elected and appointed officials, employees, agents and representatives as additional insureds by endorsement and provide a waiver of subrogation for the Commercial General Liability insurance policy. The certificate of insurance will include these specific requirements along with a copy of the relevant endorsements.

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

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

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

Attachment 5

Change Order Policy

Change orders ("Change Orders") are changes in the scope of services as described in the Agreement between the Artist and the City that may result in a change in the compensation to the Artist or change the Project Schedule. All such Change Orders must comply with this policy.

All Change Orders must be reasonable. Change Orders shall be reviewed and approved in writing by the Artist and the City acting through the Art in Public Places Division or the Project Manager before the change will be implemented.

1. "Changes by the City." The City may, from time to time and in its sole discretion, require changes in the scope of the services of the Artist to be performed herein. Changes made by the City may include, but not be limited to, the type and scope of services provided by Artist and the quantity or quality of Artist's staffing for required services. Such changes, including any increase or decrease in the amount of the Artist's compensation, must be mutually agreed upon between the City and Artist and shall be incorporated in written Change Orders, amendments or extensions to this Agreement.

2. "Changes by the Artist." If at any time during the progress of the Work on the Project the Artist believes that he or she has been given a written request for a change ("Order") which may warrant a time extension or an increase or decrease in costs, the Artist shall notify the Project Manager or his or her designee within five (5) calendar days of receipt of the Order. The Artist's notice shall be on a "Notice of Claim" form supplied by the City. The Artist must supply the City with documentation supporting the basis for the change in the compensation amount or time schedule within twenty-one (21) calendar days of the Order. Claims not presented to the Project Manager within five (5) calendar days by a Notice of Claim with supporting documentation within twenty-one (21) days shall be waived. Orders must be mutually agreed upon between the City and Artist and shall be incorporated in written Change Orders, amendments or extensions to this Agreement.

3. "Significant Changes." A significant change is a change in the scope, design, color, size, material, or texture of the Work not contemplated by or not in substantial conformity with the Proposal. A significant change also includes any change in the scope, design, color, size, material, texture, or location on the Site of the Work that affects installation, scheduling, Site preparation for the Work or the concept of the Work as represented in the Proposal. Significant changes must be mutually agreed upon between the City and Artist and shall be incorporated in written Change Orders, amendments or extensions to this Agreement.

4. "Notice of Claim." When Artist receives an Order, demand, request or a Change Order that changes the scope of services and will result in an increase or decrease in costs or a change in the Project Schedule or both, the Artist shall fill out a "Notice of Claim" form describing the change in compensation or Project Schedule and an explanation why an increase or decrease in compensation or a change in the Project Schedule is necessary.

5. "Project Manager's Decision." After review of the Notice of Claim and the supporting documentation, the Project Manager shall make a decision whether the Artist is entitled to a Change Order. If in the reasonable opinion of the Project Manager, the Artist is entitled to a Change Order, the Project Manager shall initiate a written Change Order, which must be executed by a duly authorized representative of both Parties. If in the reasonable opinion of the Project Manager, the Artist is not entitled to a Change Order, he or she shall notify the Artist of the decision in writing.

6. "Change Orders."

   a. Changes in the compensation amount or time schedule will be authorized only by an approved Change Order or by other written authorization.
   b. Approved Change Orders requiring additional compensation may require the City to appropriate additional funds for the Project.

c. Failure of the City to appropriate additional monies shall not be a defense to a civil action for compensation if the Artist has complied with the Agreement and has submitted a sworn statement to the City concerning the claim.

d. Any difference in the compensation amount shall be added or deducted from the amount of compensation amount of this Agreement. The change in the amount of compensation must be agreed upon, in writing, by both Parties.

CHANGE ORDER

Date: _____

Artist: _____

Project: _____

Reason for Change:

_____

_____

_____

_____

_____

CHANGE IN COMPENSTATION:

Original Compensation Amount: **$_____**

Compensation Amount due to prior Change Orders: **$_____**

Total Amount of this Change: **$_____**

New Total Compensation Amount to date With Changes: **$_____**

CHANGE IN TIME SCHEDULE:

Original Time Schedule for Item: **Date: _____**

Amount of Time Schedule Change (Days, Months): **_____**

New Time Schedule for Item: **Date: _____**

New Deadline to Complete Entire Project: **Date: _____**

PROJECT MANAGER APPROVAL: **_____**

Signature Project Manager

NOTICE OF CLAIM

Date of Notice of Claim (Must be within five (5) days of Order): _____, 20___

Artist: _____

Project: _____

Artist has been given a written order which the Artist believes will warrant a time extension in completing the Work/Project or will warrant an increase or decrease in costs. The order was given to the Artist by: _____ on the ____ day of _____, 20___. Artist believes this order will warrant:

A change in the compensation schedule to the Artist because: _____

_____

_____

_____

An extension of time in completing the Project because: _____

_____

_____

Documentation submitted to support this Notice of Claim: _____

_____

_____

Date Documents submitted (Must be within twenty-one days of Order): _____

PROJECT MANAGER:

APPROVAL of CHANGE REQUEST: _____
Signature Project Manager

DENIAL of CHANGE REQUEST AND REASON FOR DENIAL: _____

_____

Date of Project Manager's Decision: _____, 20____.

RESOLUTION NO. R2021- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF THE ILIFF STATION REPLACEMENT ARTWORK

WHEREAS, the artwork entitled "On the Move" by artist Gordon Huether at the Iliff Station was removed from the City's art collection due to structural failures in its fabrication; and

WHEREAS, the artist Gordon Huether has agreed to create a new work of art of equal value at little to no cost to the City; and

WHEREAS, an Art Selection Panel worked with the artist and approved his proposed replacement artwork on February 23, 2021; and

WHEREAS, on March 3, 2021, the Art in Public Places Program approved the proposed replacement art for the Iliff Station; and

WHEREAS, on April 4, 2021, the Cultural Affairs Commission approved the proposed replacement art for the Iliff Station.

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

Section 1. The Aurora City Council resolves to approve the artwork design by Gordon Huether for placement at the Iliff Station.

Section 2. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this _____ day of _____, 2021.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Tim Joyce RLA
_____
TIM JOYCE, Assistant City Attorney

DRAFT – Subject to Approval

PUBLIC RELATIONS, COMMUNICATIONS, TOURISM, LIBRARIES, BOARDS AND COMMISSIONS AND CITIZEN GROUPS POLICY COMMITTEE MEETING
May 26, 2021

Members Present: Council Member Alison Coombs, Chair
Council Member Juan Marcano, Vice-Chair
Council Member Crystal Murillo

Others Present: Kim Skaggs, Kadee Rodriguez, Kim Stuart, Rachel Allen, Midori Clark, Nancy Freed, Tony Nguyen, Roberta Bloom, Tim Joyce, Joe Sack, Jeannie Davis, Bruce Dalton, Brooke Bell, Kim Stuart, Cecilia Zapata, Lara Ray, Ronald Roulhac, and Alia Gonzales

WELCOME AND INTRODUCTIONS
Council Member (CM) Coombs welcomed everyone.

REVIEW/APPROVAL OF MINUTES
The minutes of the April 28, 2021 meeting were approved as written.

ANNOUNCEMENTS
None.

CONSENT ITEMS
None.

NEW ITEMS

A RESOLUTION OF THE CITY COUNCIL APPROVING THE ILIFF STATION REPLACEMENT ARTWORK
Roberta Bloom and Tony Nguyen with Art in Public Places reviewed the attached PowerPoint presentation, previously provided to the Committee. Ms. Bloom further shared that in August 2020 a piece of artwork had to be deaccessioned from the Iliff Light Rail Station due to unexpected flaws in the fabrication. That piece had been designed and put into place by Gordon Huether. The piece was approximately 30 feet tall. The newly designed piece is called "The Mountains". The Art Selection Panel had a choice between two different proposals from Gordon Huether and chose the direction that most closely honored the original thought process behind the piece. The Art Selection Panel was comprised of Council Member Juan Marcano, Art in Public Places COmmissionrs Brittany Pirtle, Vanessa Frazier, and Amy Cheslin, Community representatives Jeff Moser, Dwight Taylor, and Elli Lobach. Also serving were Tracy Young with Parks and Rec., artist David Farquharson, and RTD Representative Christina Zazueta. The Art Selection Panel approved Gordon Huether's proposal for the replacement art on February 23, 2021. The Art in Public Places Commission approved the proposed replacement art on March 3, 2021. The Cultural Affairs Commission approved the proposed replacement for Iliff Station on April 14, 2021.

CM Coombs opened the floor for questions. CM Marcano shared that he did not have any questions but

was glad to serve on the Art Selection Panel and is excited to see the new piece installed. CM Murillo stated she did not have any questions and was excited to see the new piece move forward. CM Coombs stated she did not have any questions and is interested to see the materials being used and looks forward to the piece being installed.

Jeannie Davis asked if the artist for the replacement work is the same as the original piece. Roberta Bloom confirmed that Gordon Huether is the artist for both pieces.

Outcome
The Committee unanimously approved moving this item forward to study session.

Follow-Up
Staff to place this item on the next study session

MISCELLANEOUS MATTERS FOR CONSIDERATION

None.

The meeting adjourned at 4:48 p.m.

The next meeting is scheduled for June 30, 2021, at 3:30 p.m., via Webex.

APPROVED: _____
CM Alison Coombs, Chair

CITY OF AURORA
Council Agenda Commentary

Item Title: Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, of the First Amendment to an Intergovernmental Agreement between the City of Aurora Colorado acting by and through its Utility Enterprise and the Urban Drainage and
Item Initiator: Sarah "Sam" Miller, Engineer, Aurora Water
Staff Source/Legal Source: Sarah Young, Deputy Director of Planning and Engineering, Aurora Water / Ian Best, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.0--Ensure excellent infrastructure that is well maintained and operated.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: N/A

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

☐ Approve Item as proposed at Study Session

☐ Information Only

☐ Approve Item and Move Forward to Regular Meeting

☒ Approve Item as proposed at Regular Meeting

☐ Approve Item with Waiver of Reconsideration
Why is a waiver needed?

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Water Policy

Policy Committee Date: 6/16/2021

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Recommendation Report Attached

☒ Minutes Attached

☐ Minutes Not Available

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

On July 22, 2020, The Water Policy Committee supported forwarding the Westerly Creek – Easterly Creek at 11th Avenue and Havana agreement forward to Study Session.

On September 14, 2020, City Council approved the Westerly Creek – Easterly Creek at 11th Avenue and Havana agreement as item 10h.

On June 16, 2021, The Water Policy Committee supported forwarding the first amendment to the Westerly Creek – Easterly Creek at 11th Avenue and Havana agreement forward to Regular Session.

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

Background:
The Easterly Creek Basin is a tributary to Westerly Creek in Northwest Aurora. Del Mar Parkway is currently aligned where the Easterly Creek creek bed historically used to be. An Outfall Systems Plan (OSP) for Easterly Creek was completed in 2012 and identified several improvements to reduce flooding and help improve storm flows and water quality in the area. The Havana Park Pond was one of the projects identified. The Havana Park detention pond was originally constructed to store approximately 8 acre-feet of runoff. The pond is known to have overtopped several times at the north end, overflowing into East 11th Avenue. The bottom of the Havana Park pond appears to have silted in over the 50 plus years of its existence and the outlet works for the pond have severely deteriorated, as the invert of the 18¬inch corrugated metal pipe (CMP) outlet pipe is completely corroded.

Failure to complete the identified improvements will mean continued flooding for the residents and businesses in the northwest area of Aurora.

The current design consultant was selected in the spring of 2020 as part of the MESA VI program.

Scope:
The purpose of the project associated with this Intergovernmental Agreement (IGA) is to minimize flooding to protect life and property and to improve water quality. Specifically, the project goals include: verifying hydrologic data, analyze pipe and street flow, reduce peak flow rates and by extension flooding problems downstream of the pond and replace deteriorated infrastructure.

Upgrades included in the improvement plan involve re-grading the Havana Park detention pond for increased storage volume and water quality volume. The inlet to the pond will be modified for more efficient delivery of flows to the pond and a larger pipe is required within Del Mar Parkway to the modified inlet to ensure that flows reach the upgraded pond. This project intends to double the detention volume and add water quality volume for the pond that currently exists northeast of Del Mar Parkway and south of East 11th Avenue. Aurora Water is also working closely with PROS to ensure the existing park and playground equipment at this site will be incorporated into the final design to maintain or improve functionality.

The chosen design consultant after a competitive Master Engineering Services Agreements (MESA VI) open solicitation was Engenuity Engineering Solutions LLC. The design effort includes tasks for project management, existing conditions assessment, design survey, Subsurface Utility Engineering (SUE), geotechnical investigation, environmental testing, hydrologic and hydraulic assessment, alternatives analysis and preparation of 30%, 60% and 100% construction plans.

Construction is planned for the spring of 2022.

The IGA represents the mechanism that allows the Mile High Flood District (MHFD), formerly known as the Urban Drainage and Flood Control District (UDFCD), to cost share in the project.

Cost Sharing Process:

The approved design budget is $293,185.00 and a design amendment for an additional $147,092.55 was just submitted to council – bringing the design total to $440,277.55. We are currently within budget for this phase and no future amendments for design are anticipated.

The previously approved IGA funded the project design and construction for $1,700,000.00 with MHFD and City of Aurora participating at a 50% cost share with a commitment of $850,000 each. The MHFD $850,000 portion was paid to the City of Aurora last year (2020).

The Havana Park Pond is currently at 50% design. As outlined in this IGA, additional funding is required for construction. The Engineer's estimate for construction is $2,900,000.00. MHFD and Aurora Water have allocated an additional $475,000.00 for construction outlined in this amendment. Any additional funds to reach the Engineer's estimate will come from unspent money from the design phase and the Aurora Water Capital Fund. Because the City is managing the project, MHFD will pay the City of Aurora their share of construction costs.

This Project will be funded from ORG 52535.

QUESTIONS FOR COMMITTEE

Does City Council support a resolution for the first amendment to the to the Intergovernmental Agreement between the City of Aurora Colorado and the Urban Drainage and Flood Control District, d/b/a Mile High Flood District, regarding the design and construction of drainage and flood control improvements for Westerly Creek – Easterly Creek at 11th Avenue and Havana?

LEGAL COMMENTS

The Council may, by resolution, enter into contracts or agreements with other governmental units or special districts for the joint use of buildings, equipment or facilities, or for furnishing or receiving commodities or services (Charter §10-12). (Best)

PUBLIC FINANCIAL IMPACT

☒ YES ☐ NO

If yes, explain: Funding for this Amendment will be from the Capital Improvement Program, Wastewater Fund in the amount of $475,000.00.

ORG: 52535-Easterly Creek Outfall Improvements

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain:

RESOLUTION NO. R2021- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF THE FIRST AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA COLORADO ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT, d/b/a MILE HIGH FLOOD DISTRICT, REGARDING DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR WESTERLY CREEK – EASTERLY CREEK AT 11TH AVENUE AND HAVANA

WHEREAS, the City of Aurora, acting by and through its Utility Enterprise ("Aurora") and the Urban Drainage and Flood Control District d/b/a Mile High Flood District ("District") have agreed to fund the design and construction of drainage and flood control improvements for Westerly Creek – Easterly Creek at 11th Avenue and Havana; and

WHEREAS, the project costs funded through this Amendment to the Intergovernmental Agreement include final design services, delineation, description and acquisition of required easements and rights of way, and construction of improvements for Westerly Creek – Easterly Creek at 11th Avenue and Havana Way ("Project Costs"); and

WHEREAS, Aurora's additional contribution to the Project Costs through the Amendment to the Intergovernmental Agreement shall be $475,000.00; and

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

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

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

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

Section 1. The Intergovernmental Agreement between Aurora and the District regarding the design and construction of drainage and flood control improvements for Westerly Creek – Easterly Creek at 11th Avenue and Havana 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 _____. 2021.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM: CMcK
Ian J Best
_____
IAN BEST, Assistant City Attorney

FIRST AMENDMENT TO
AGREEMENT REGARDING DESIGN AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
WESTERLY CREEK – EASTERLY CREEK AT 11TH AVENUE AND HAVANA
CITY OF AURORA

Agreement No. 20-01.47A
Project No. 108008

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

WITNESSETH:

WHEREAS, PARTIES have entered into "Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Westerly Creek – Easterly Creek at 11lth Avenue and Havana" (Agreement No. 20-01.47) dated September 14, 2020, (hereinafter called "AGREEMENT"); and

WHEREAS, PARTIES now desire to proceed with the construction of Westerly Creek- Easterly Creek at 11th Avenue and Havana (hereinafter called "PROJECT"); and

WHEREAS, PARTIES desire to increase the level of funding by $950,000; and

WHEREAS, DISTRICT's Board of Directors has authorized additional DISTRICT financial participation for PROJECT (Resolution No. 27, Series of 2021); and

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

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

1. Paragraph 4. PROJECT COSTS AND ALLOCATION OF COSTS is deleted and replaced as follows:

4. PROJECT COSTS AND ALLOCATION OF COSTS

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

1. Final design services;
2. Delineation, description and acquisition of required rights-of-way/ easements;
3. Construction of improvements;
4. Contingencies mutually agreeable to PARTIES.

B. It is understood that PROJECT costs as defined above are not to exceed $2,650,000 without amendment to this AGREEMENT.

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

	ITEM	AS AMENDED	ORIGINAL
1.	Final Design	$ 850,000	$ 850,000

3.	Construction	$ 1,800,000	$ 850,000
4.	Contingency	$ -0-	$ -0-
	Grand Total	$ 2,650,000	$ 1,700,000

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

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

	Percentage Share	Previously Contributed	Additional Contribution	Maximum Contribution
DISTRICT	50.00%	$850,000	$475,000	$1,325,000
CITY	50.00%	$850,000	$475,000	$1,325,000
TOTAL	100.00%	$1,700,000	$950,000	$2,650,000

2. Paragraph 5. MANAGEMENT OF FINANCES is deleted and replaced as follows:

5. MANAGEMENT OF FINANCES

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

Within 30 days of request for payment by CITY, DISTRICT shall remit to CITY 50% of these costs attributed to PROJECT, up to DISTRICT's full share of $1,325,000. CITY shall provide a periodic accounting of PROJECT funds as well as a periodic notification to DISTRICT of any unpaid obligations.

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

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

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

By_____

Name Ken A. MacKenzie

_____
Checked By

Title Executive Director

Date

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

_____ _____
Mike Coffman, Mayor Date

ATTEST:

_____ _____
Kadee Rodriguez, City Clerk Date

APPROVED AS TO FORM FOR AURORA:

Ian J Best
_____ 4/27/21 _____
Ian Best, Assistant City Attorney Date ACS #

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this _____ day of _____, 202 by Mike Coffman, Mayor, acting on behalf of the Utility Enterprise of the City of Aurora, Colorado.

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

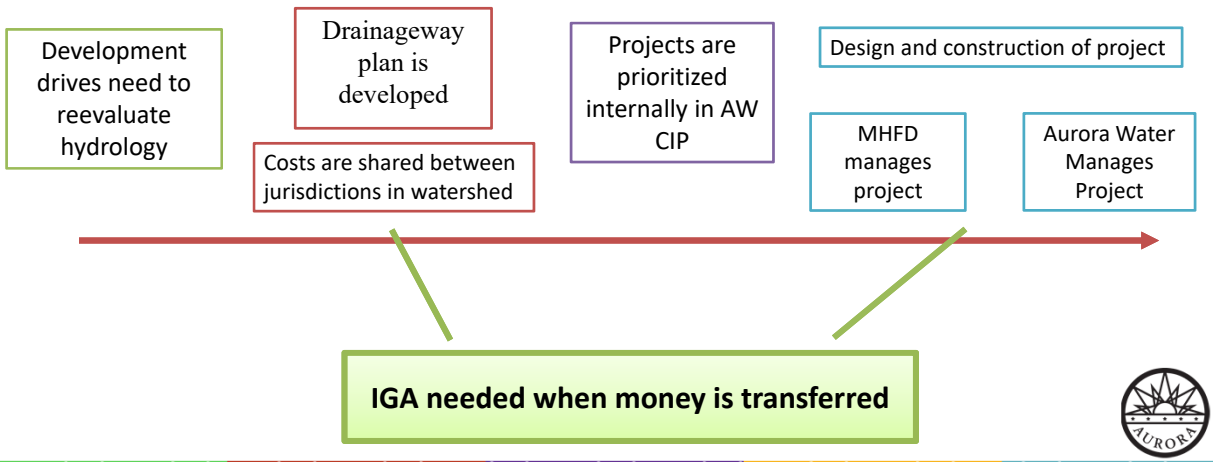
(SEAL)

Mile High Flood District IGA

Agreements between Aurora Water and MHFD 2021

June 16, 2021

IGA Process



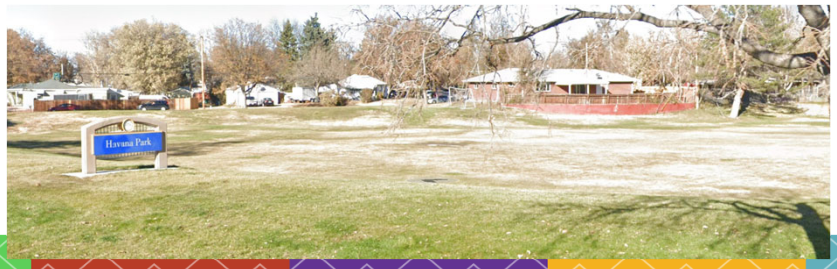
Drainage and Flood Control Improvements for Westerly Creek – Easterly Creek at 11th Avenue and Havana

This is an amendment to a previous IGA

- Project Details
  - Re-grade the pond to allow for excess capacity for detention and water quality
  - Inlet improvements for increased capacity

Drainage and Flood Control Improvements for Westerly Creek – Easterly Creek at 11th Avenue and Havana

- Amendment details
  - MHFD is contributing an additional $475,000 to AW for the construction costs ($1,325,000 total)
  - Design is at 50%
  - AW will pay for the remaining construction costs



Do you support this IGA going to Regular Council?

AGREEMENT REGARDING DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR WESTERLY CREEK – EASTERLY CREEK AT 11TH AVENUE AND HAVANA CITY OF AURORA

Agreement No. 20-01.47
Project No. 108008

THIS AGREEMENT, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT (hereinafter called "DISTRICT") and CITY OF AURORA, Colorado acting by and through its Utility Enterprise (hereinafter called "CITY") and collectively known as "PARTIES";

WITNESSETH:

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

WHEREAS, PARTIES participated in a joint planning study titled "Easterly Creek Outfall Systems Plan" by SEH, Inc., dated December 2012 (hereinafter called "PLAN"); and

WHEREAS, PARTIES now desire to proceed with the design and construction of drainage and flood control improvements for Westerly Creek – Easterly Creek at 11th Avenue and Havana (hereinafter called "PROJECT"); and

WHEREAS, DISTRICT has adopted at a public hearing a Five-Year Capital Improvement Program (Resolution No. 65, Series of 2019) for drainage and flood control facilities in which PROJECT was included in the 2020 calendar year; and

WHEREAS, DISTRICT has heretofore adopted a Special Revenue Fund Budget for calendar year 2020 subsequent to public hearing (Resolution No. 62, Series of 19) which includes funds for PROJECT; and

WHEREAS, DISTRICT's Board of Directors has authorized DISTRICT financial participation for PROJECT (Resolution No. 41, Series of 2020); and

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

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

1. SCOPE OF THIS AGREEMENT

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

2. SCOPE OF PROJECT

   A. Final Design. PROJECT shall include the final design of improvements in accordance with the recommendations defined in PLAN. Specifically, the final design of facilities shall

extend from approximately 11th and Havana downstream to 10th and Jamaica, as shown on Exhibit A.

B. Construction. PROJECT shall include construction by DISTRICT of the drainage and flood control improvements as set forth in the final design and vegetation establishment.

3. PUBLIC NECESSITY

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

4. PROJECT COSTS AND ALLOCATION OF COSTS

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

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

B. It is understood that PROJECT costs as defined above are not to exceed $1,700,000 without amendment to this Agreement.

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

ITEM	AMOUNT
1. Final Design	$ 850,000
2. Construction	$ 850,000
3. Contingency	$ -0-
Grand Total	$ 1,700,000

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

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

	Percentage Share	Maximum Contribution
DISTRICT	50.00%	$ 850,000
CITY	50.00%	$ 850,000
TOTAL	100.00%	$1,700,000

5. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of CITY'S one-half share may come from its own revenue sources or from funds received from state, federal, or other sources of funding without limitation and without prior DISTRICT approval. Within 30 days of request for payment by CITY, DISTRICT shall remit to CITY 50% of these costs attributed to PROJECT, up to DISTRICT's full share of $850,000. CITY shall provide a periodic accounting of PROJECT funds as well as a periodic notification to DISTRICT of any unpaid obligations.

6. FINAL DESIGN

The contracting officers for PARTIES, as defined under Paragraph 13 of this Agreement, shall select an engineer mutually agreeable to both PARTIES. CITY shall contract with selected engineer and shall supervise and coordinate the final design including right-of-way delineation subject to approval of the contracting officer for DISTRICT. Payment for final design services shall be made by DISTRICT as the work progresses from the PROJECT fund established as set forth above. Final design services shall consist of, but not be limited to, the following:

A. Preparation of a work plan schedule identifying the timing of major elements in the design;
B. Preparation of detailed construction plans and specifications;
C. Preparation of an estimate of probable construction costs of the work covered by the plans and specifications;
D. Preparation of an appropriate construction schedule.

CITY shall provide copies of any written work product by the engineer to DISTRICT.

7. OWNERSHIP OF PROPERTY AND LIMITATION OF USE

PARTIES acknowledge that COUNTY owns the property on which PROJECT is constructed either in fee or non-revocable easement and shall be responsible for same. It is specifically understood that the right-of-way is being used for drainage and flood control purposes. The properties upon which PROJECT is constructed shall not be used for any purpose that shall diminish or preclude its use for drainage and flood control purposes. COUNTY may not dispose of or change the use of the properties to diminish or preclude its use for drainage and flood control purposes without approval of DISTRICT, which shall not be unreasonably withheld.

If, in the future, COUNTY disposes of any portion of or all of the properties acquired upon which PROJECT is constructed pursuant to this Agreement; changes the use to diminish or preclude its use for drainage and flood control purposes of any portion or all of the properties upon which PROJECT is constructed pursuant to this Agreement; or modifies any of the improvements located on any portion of the properties upon which PROJECT is constructed to diminish or preclude its use for drainage and flood control purposes pursuant to this Agreement; and COUNTY has not obtained the written approval of DISTRICT prior to such action, COUNTY shall take any and all action necessary to reverse said unauthorized activity and return the properties and improvements thereon, acquired and constructed pursuant to this Agreement, to the ownership and condition they

were in immediately prior to the unauthorized activity at COUNTY's sole expense. However, COUNTY shall not be responsible for the actions of third parties that would violate the provisions of this Paragraph who may have legal rights in the property as long as COUNTY has taken reasonable action to stop those actions. In the event COUNTY breaches the terms and provisions of this Paragraph 7 and does not voluntarily cure as set forth above, DISTRICT shall have the right to pursue a claim against COUNTY for specific performance of this portion of the Agreement

8. MANAGEMENT OF CONSTRUCTION

A. Costs. Construction costs shall consist of those costs as incurred by the most qualified contractor(s) including detour costs, licenses and permits, utility relocations, and construction related engineering services as defined in Paragraph 4 of this Agreement.

B. Construction Management and Payment

1. CITY, with the concurrence of DISTRICT, shall administer and coordinate the construction-related work as provided herein.
2. CITY, with concurrence of DISTRICT, shall select and award construction contract(s).
3. CITY shall require the contractor to provide adequate liability insurance that includes DISTRICT. The contractor shall be required to indemnify DISTRICT. Copies of the insurance coverage shall be provided to DISTRICT.
4. CITY, with assistance of DISTRICT, shall coordinate field surveying; staking; inspection; testing; acquisition of right-of-way; and engineering as required to construct PROJECT. CITY, with assistance of DISTRICT, shall assure that construction is performed in accordance with the construction contract documents including approved plans and specifications and shall accurately record the quantities and costs relative thereto. Copies of all inspection reports shall be furnished to DISTRICT on a weekly basis upon request. CITY shall retain an engineer to perform all or a part of these duties.
5. CITY, with concurrence of DISTRICT, shall contract with and provide the services of the design engineer for basic engineering construction services to include addendum preparation; survey control points; explanatory sketches; revisions of contract plans; shop drawing review; as-built plans; weekly inspection of work; and final inspection.
6. PARTIES shall have access to the site during construction at all times to observe the progress of work and conformance to construction contract documents including plans and specifications.
7. DISTRICT shall review and approve contractor billings. CITY shall remit payment to contractor based on billings.
8. CITY, with concurrence of DISTRICT, shall prepare and issue all written change or work orders to the contract documents.

9. PARTIES shall jointly conduct a final inspection and accept or reject the completed PROJECT in accordance with the contract documents.

10. CITY shall provide DISTRICT a set of reproducible "as-built" plans.

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

9. OWNERSHIP and MAINTENANCE

PARTIES agree that CITY shall solely own the drainage and flood control improvements upon the CITY's real property that constitute the completed and accepted PROJECT. CITY shall be responsible for maintaining the completed and accepted drainage and flood control improvements. PARTIES further agree that DISTRICT, at CITY's request, shall assist CITY with the maintenance of all facilities constructed or modified by virtue of this Agreement to the extent possible depending on availability of DISTRICT funds. Such maintenance assistance shall be limited to drainage and flood control features of PROJECT. Maintenance assistance may include activities such as keeping flow areas free and clear of debris and silt, keeping culverts free of debris and sediment, repairing drainage and flood control structures such as drop structures and energy dissipaters, and clean-up measures after periods of heavy runoff. The specific nature of the maintenance assistance shall be set forth in a memorandum of understanding from DISTRICT to CITY, upon acceptance of DISTRICT's annual Maintenance Work Program.

DISTRICT shall have right-of-access to right-of-way and storm drainage improvements at all times for observation of flood control facility conditions and for maintenance when funds are available.

10. FLOODPLAIN REGULATION

CITY agrees to regulate and control the floodplain of Westerly Creek within CITY in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum. PARTIES understand and agree, however, that CITY cannot obligate itself by contract to exercise its police powers. If CITY fails to regulate the floodplain of Westerly Creek within CITY in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum, DISTRICT may exercise its power to do so and CITY shall cooperate fully.

11. TERM OF AGREEMENT

The term of this Agreement shall commence upon the earlier of the date of final execution by all PARTIES and shall terminate three (3) years after the final payment is made to the construction contractor and the final accounting of funds on deposit at DISTRICT is provided to all PARTIES pursuant to Paragraph 5 herein, except for Paragraph 10. FLOODPLAIN REGULATION,

Paragraph 7. OWNERSHIP OF PROPERTY AND LIMITATION OF USE, and Paragraph 9. MAINTENANCE, which shall run in perpetuity.

12. LIABILITY

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

13. CONTRACTING OFFICERS

A. The contracting officer for CITY shall be the General Manager of Aurora Water, 15151 East Alameda Avenue, Aurora, Colorado 80012.

B. The contracting officer for DISTRICT shall be the Executive Director, 2480 West 26th Avenue, Suite 156B, Denver, Colorado 80211.

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

14. RESPONSIBILITIES OF PARTIES

CITY shall be responsible for coordinating with DISTRICT the information developed by the various consultants hired by DISTRICT and for obtaining all concurrences from DISTRICT needed to complete PROJECT in a timely manner. DISTRICT agrees to review all concept plans, preliminary design plans, and final plans and specifications; and to provide comments within 21 calendar days after the drafts have been provided by CITY to DISTRICT.

15. AMENDMENTS

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

16. SEVERABILITY

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

17. APPLICABLE LAWS

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

18. ASSIGNABILITY

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

19. BINDING EFFECT

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

20. ENFORCEABILITY

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

21. TERMINATION OF AGREEMENT

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

22. PUBLIC RELATIONS

It shall be at CITY's sole discretion to initiate and to carry out any public relations program to inform the residents in PROJECT area as to the purpose of PROJECT and what impact it may have on them. Technical information shall be presented to the public by the selected engineer. In any event DISTRICT shall have no responsibility for a public relations program, but shall assist CITY as needed and appropriate.

23. NO DISCRIMINATION IN EMPLOYMENT

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

24. APPROPRIATIONS

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

25. NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to PARTIES, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of PARTIES that

any person or party other than any one of PARTIES receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

26. ILLEGAL ALIENS

PARTIES agree that any public contract for services executed as a result of this intergovernmental agreement shall prohibit the employment of illegal aliens in compliance with §8-17.5-101 C.R.S. *et seq*. The following language shall be included in any contract for public services:

A. At the time of execution of this Agreement, CONTRACTOR does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

B. CONTRACTOR shall participate in the E-Verify Program, as defined in § 8 17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

C. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

D. CONTRACTOR shall not enter into a contractor with a subconsultant or subcontractor that fails to certify to CONTRACTOR that it shall not knowingly employ or contact with an illegal alien to perform work under this Agreement.

E. CONTRACTOR shall confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in the E-Verify Program.

F. CONTRACTOR is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligation under this Agreement, and that otherwise requires CONTRACTOR to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

G. If CONTRACTOR obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contract with an illegal alien, it will notify such subconsultant or subcontractor and PARTIES within three (3) days. CONTRACTOR shall also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three (3) day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

H. CONTRACTOR shall comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S.

I. CONTRACTOR shall, within twenty days after hiring an employee who is newly hired for employment to perform work under this Agreement, affirms that it has examined the legal work status of such employees, retained file copies of the documents required by 8 U.S.C.

Section 1324a, and not altered or falsified the identification documents for such employees. CONTRACTOR shall provide a written, notarized copy of the affirmation to PARTIES.

27. GOVERNMENTAL IMMUNITIES

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

28. INTENT OF AGREEMENT

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

29. EXECUTION IN COUNTERPARTS – ELECTRONIC SIGNATURES

This Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. PARTIES approve the use of electronic signatures for execution of this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement. Only the following two forms of electronic signatures shall be permitted to bind PARTIES to this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement.

A. Electronic or facsimile delivery of a fully executed copy of a signature page; or

B. The image of the signature of an authorized signer inserted onto PDF format documents.

Documents requiring notarization may also be notarized by electronic signature, as provided above. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to -121.

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

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

DocuSigned by:
By Ken MacKenzie
3962FD223529485...

Name Ken A. MacKenzie

Title Executive Director

Date 14 September 2020

DS
lk
Checked By

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

Mike Coffman, Mayor — Date: 09/09/2020

Attest:

~~Stephen J. Ruger, City Clerk~~
Susan Barkman, Interim City Clerk — Date: 9/10/2020

Approved as to form for Aurora:

Ian Best, Assistant City Attorney — Date: 6/11/2020 — ACS #: 20034756

State of Colorado)
) ss
County of Arapahoe)

The foregoing instrument was acknowledged before me this 9 day of September, 2020 by Mike Coffman, Mayor, acting on behalf of the Utility Enterprise of the City of Aurora, Colorado.

Witness my hand and official seal. Leiana Baker
Notary Public

My commission expires: 7.28.21

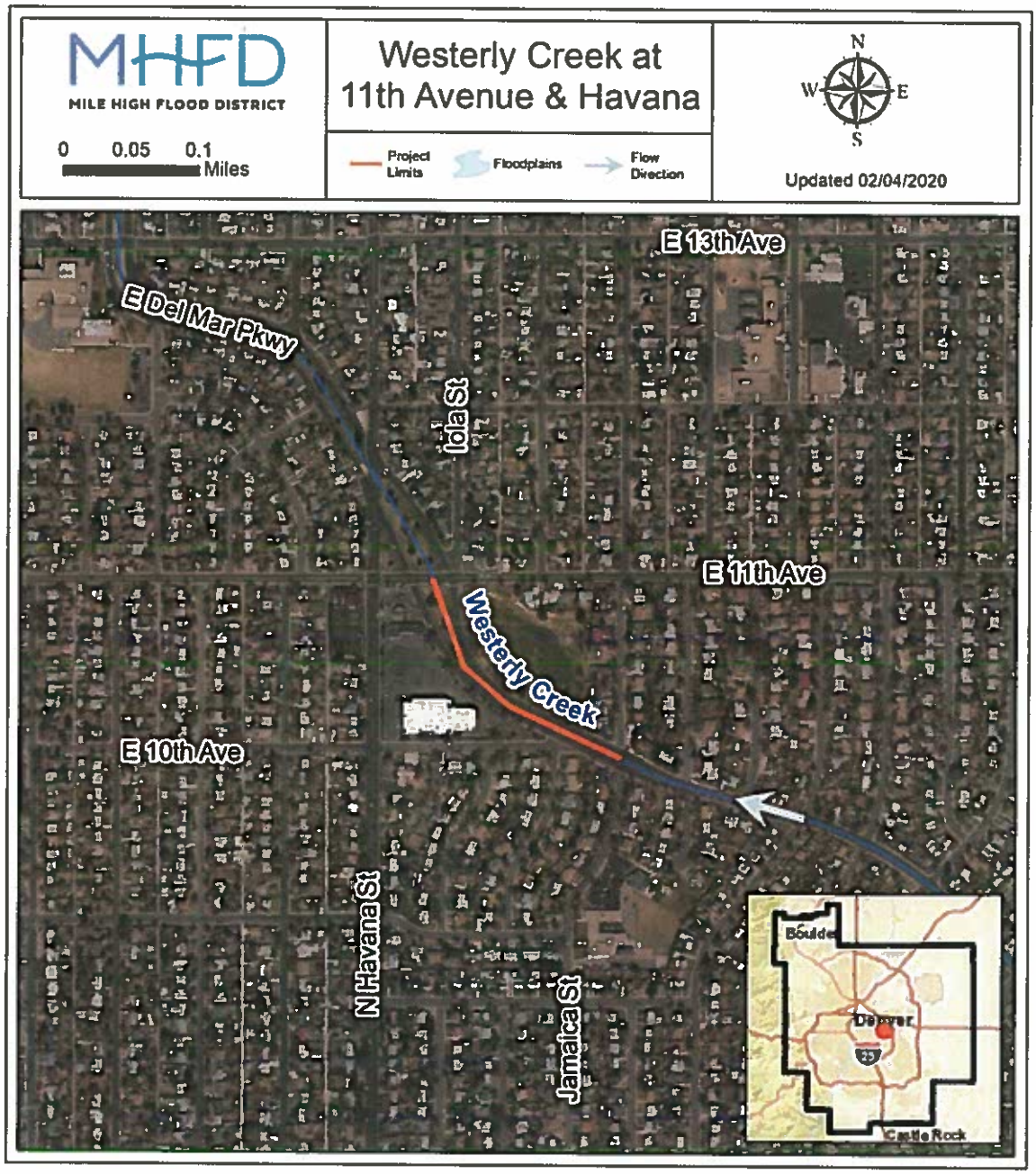
(Seal)

LEIANA BAKER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20014021606
MY COMMISSION EXPIRES 07/28/2021

AGREEMENT REGARDING
DESIGN AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
WESTERLY CREEK – EASTERLY CREEK AT 11TH AVENUE AND HAVANA
CITY OF AURORA

Agreement No. 20-01.47
Project No. 108008

Exhibit A




HILLSIDE ST
HANOVER ST
E 11TH AVE
IOLA ST
IRONTON ST
JAMAICA ST
JOLIET ST
HAVANA ST
Havana Park
DEL MAR PARKWAY
E 10TH AVE
JAMAICA CT
E 8TH AVE
5360
5382
5390
5392
5394
5396
5398
5400
5402
5404
5406
5408
G:5391 B:13
G:5393 B:13
G:5392 B:18
G:5397 B:14
G:5404 B:11
G:5407 B:13
G:5406 B:13

Presenter: Patricia Schuler, Manager of OS & Natural Res Op/ Angela Garcia, Assistant City Attorney II Civil

Motion by Hiltz, second by Murillo, to approve item 10f.

Voting Aye: Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marcano, Murillo

♦ g. **R2020-86** Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving an Intergovernmental Agreement No. 20-01.48 for Westerly Creek Drainage and Flood Control Improvements at Kenton Way between the City of Aurora, acting by and through its Utility Enterprise and the Urban Drainage and Flood Control District D/B/A Mile High Flood District.
Presenter: Sarah Young, Deputy Director Water Plan/Engin/ Christine McKenney, Client Group Manager

Motion by Coombs, second by Johnston, to approve item 10g.

Voting Aye: Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marcano, Murillo

♦ h. **R2020-87** Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving intergovernmental agreement NO. 20-01.47 regarding funding of Westerly Creek - Easterly Creek at 11th Avenue and Havana between the City of Aurora, Colorado, acting by and through its Utility Enterprise, and The Urban Drainage and Flood Control District D/B/A mile High Flood District.
Presenter: Sarah Young, Deputy Director Water Plan/Engin/ Christine McKenney, Client Group Manager

Motion by Coombs, second by Marcano, to approve item 10h.

Council Member Coombs requested a brief presentation by staff for the benefit of the public.

Sarah Young, Deputy Director Water Plan/Engin, did so.

Voting Aye: Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marcano, Murillo

♦ i. **R2020-88** Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving an Intergovernmental Agreement between the City of Aurora, Colorado, acting by and through its Utility Enterprise, and the Metro Wastewater Reclamation District regarding interim Wastewater Treatment Facilities for Transport property in Box Elder Creek.
Presenter: Sarah Young, Deputy Director Water Plan/Engin/ Christine McKenney, Client Group Manager

Motion by Berzins, second by Coombs, to approve item 10i.

Voting Aye: Bergan, Berzins, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marcano, Murillo

♦ j. **R2020-89** Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, Approving the Intergovernmental Agreement Between the City of Aurora and the Colorado Department of Transportation for Operation and

♦ ***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.***

(who resigned July 2020) term (September 2020 to December 2020), and be appointed to the next term (December 2020 to December 2023).

Outcome: The Committee supports the Homestake Steering Committee Appointment and forwarded to Study Session for consideration.

Follow-Up Action: The Committee supports the Homestake Steering Committee Appointment and will forward to Study Session for consideration.

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6. Amendment to First Creek Detention Intergovernmental Agreement (IGA)

Summary of Issue and Discussion: S. Young stated, this is the tenth amendment to the agreement between Urban Drainage Flood Control District (UDFCD), now Mile High Flood District (MHFD), and the City to provide regional detention in the First Creek watershed. The basin requires regional detention to account for existing and future development, and the scope is to develop a final design of improvements in accordance with the recommendations. Proposed work will include land acquisition, mapping, compilation of existing data, necessary field work, development of final design, and construction of a regional detention pond. Construction will also include channel grading, erosion control, revegetation, and other miscellaneous items necessary to complete the work. The IGA allows MHFD to cost share the project if the funding is available and approved. The design cost was $330,000, the land acquisition approximately $2 million, and the project construction is estimated to be $12 million for a total project cost of $14.3 million. This amendment provides a project fund of $7,698,000 with additional future amendments to fully fund the project. The Project teams from MHFD and the City are working towards the final land acquisitions. MHFD and the City will provide an additional $400,000 each to increase total cost share to $3,849,000 each for a total of $7,698,000 available to the project.

Council Member Bergan asked, why the amendments are every year? S. Young replied, the MHFD Board needs approve the monies. Council Member Bergan asked, is it a Tabor issue? S. Young replied, no it is a budgeting issue.

Outcome: The Committee supports the Amendment to First Creek Detention IGA and forwarded to Regular Session for consideration.

Follow-Up Action: The Committee supports the Amendment to First Creek Detention IGA and will forward to Regular Session for consideration.

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7. Havana Park Intergovernmental Agreement (IGA)

Summary of Issue and Discussion: S. Young stated, the scope of the IGA is to develop a final design and construction plan of improvements in accordance with the recommendations. The proposed work will include regrading the existing Havana Park Pond, increasing the capacity for the pond's inlet, installation of a 60-inch Reinforced Concrete Pipe (RCP) from Jamaica Street to the new inlet to ensure that frequent storm run-off drain into the new pond. The IGA represents

the mechanism that allows Urban Drainage and Flood Control District (District), now Mile High Flood District, to cost share on the project. The total cost of the project is estimated to be $1,700,000 including design and construction according to the recommended plan. The District and the City will cost share at 50% contribution, pledging $850,000 each.

Outcome: The Committee supports the Havana Park IGA and forwarded to Study Session for consideration.

Follow-Up Action: The Committee supports the Havana Park IGA and will forward to Study Session for consideration.

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8. Mississippi and Kenton Way Intergovernmental Agreement (IGA)

Summary of Issue and Discussion: S. Young stated, this IGA is to complete improvements in accordance with the recommendations set forth in the Westerly Creek upstream of Westerly Creek Dam Master Drainageway Plan (2015). The proposed work will include constructing an additional 6 foot by 12-foot concrete box culvert along Keaton Way to tie into the existing 5 foot by 12-foot box culvert under Mississippi Avenue. These culvert sections convey Westerly Creek for a short section between the open channel segments East of Kenton Way and North of Mississippi Avenue. The IGA represents the mechanism that allows Urban Drainage Flood Control District, now Mile High Flood District (MHFD), to cost share the project. Total cost of this phase of the project is estimated to be $800,000 including design and construction. MHFD and the City of Aurora will both be cost participating at a 50% share with a commitment of $400,000 each.

Council Member Berzins asked, will there be a disruption in the neighborhood? S. Young replied, will be keeping an eye on access. Council Member Berzins recalled a project at Kenton and 1st, stating it was a difficult time with access and no trash pickup. S. Young replied, we will make sure there is access and outreach to residents regarding the impact of the project.

Outcome: The Committee supports the Mississippi and Kenton Way IGA and forwarded to Study Session for consideration.

Follow-Up Action: The Committee supports the Mississippi and Kenton Way IGA and will forward to Study Session for consideration.

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9. Box Elder Transport Intergovernmental Agreement (IGA)

Summary of Issue and Discussion: S. Young stated, the Transport Development, just south of the Front Range airport in northeastern Aurora is planning their first phase of development identified as Subarea 1. The closest City wastewater infrastructure is approximately 10 miles to the west. Therefore, until infrastructure is closer to the Transport area, they have requested to use a well system for water supply and a decentralized wastewater system (in the form of septic or a small individual treatment plant) for wastewater flows.

Metro agreed to allow Transport Subarea 1 to develop as a service agreement exception under the terms of the agreement. The key parts of the agreement include:

Water Policy Committee (WPC) Meeting
June 16, 2021

Members Present: Council Member Crystal Murillo, Chair; Council Member Allison Hiltz Vice Chair; Council Member Alison Coombs

Others Present: Greg Baker, Leiana Baker, Casey Rossman, Alex Davis, Christine McKenney, Dan Mikesell, Dawn Jewell, Marena Lertch, Marshall Brown, Nancy Freed, Sam Miller, Steve Fiori, Angie Binder (CWAC), Dan Brotzman, Sonya Gonzalez, Greg Hansen, John Murphy, Stephanie Neitzel, Gail Thrasher, Sarah Young

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3. First Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Westerly Creek-Easterly Creek at 11th Avenue and Havana

Summary of Issue and Discussion: S. Miller stated, the Havana Park Pond is currently at 50% design. As outlined in this intergovernmental agreement (IGA), additional funding is required for construction. The Engineer's estimate for construction is $2,900,000.00. Mile High Flood District (MHFD) and Aurora Water have allocated an additional $475,000.00 for construction outlined in this amendment. Any additional funds to reach the Engineer's estimate will come from unspent money from the design phase and the Aurora Water Capital Fund. Because the City is managing the project, MHFD will pay the City of Aurora their share of construction costs.

Outcome: The Committee supports the First Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Westerly Creek-Easterly Creek at 11th Avenue and Havana and will forward to Regular Session for consideration.

Follow-Up Action: The Committee supports the First Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Westerly Creek-Easterly Creek at 11th Avenue and Havana and will forward to Regular Session for consideration.

CITY OF AURORA
Council Agenda Commentary

Item Title: Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora of the amended and restated environmental covenant between the City of Aurora, the City of Denver, and the Colorado Department of Public Health and Environment pertaining to s
Item Initiator: Andrea Long, Senior Engineer, Aurora Water
Staff Source/Legal Source: Sarah Young, Deputy Director of Planning and Engineering, Aurora Water / Ian Best, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.0--Ensure excellent infrastructure that is well maintained and operated.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 7/12/2021

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

☐ Approve Item as proposed at Study Session

☐ Information Only

☐ Approve Item and Move Forward to Regular Meeting

☒ Approve Item as proposed at Regular Meeting

☐ Approve Item with Waiver of Reconsideration

Why is a waiver needed?Click or tap here to enter text.

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

☐ Recommendation Report Attached

☐ Minutes Attached

☐ Minutes Not Available

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

The original Environmental Covenant was signed by the Mayor of Aurora and recorded on July 21, 2005.

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

Background
Several recent master plans have recommended the development of a new multi-service campus in southeastern Aurora to meet the City's expansion needs. This campus will eventually be a multi-department campus housing primarily maintenance-related operations; however, Aurora Water will be the first department on the campus. The campus will be located on an 88-acre, City owned parcel located between Powhaton Road and Robertsdale Way and north of Quincy Avenue. The site will be known as the Southeast Aurora Maintenance (SEAM) site.

In addition to the work on the SEAM site, the project includes the Senac Creek Sanitary Sewer Interceptor that will flow from the City of Aurora's Senac Creek Lift Station located near the Binney Water Treatment facility to the north near the intersection of East Mississippi Avenue and Harvest Road (see attached map). This interceptor will serve the SEAM site, eliminate the need for two lift stations, and provide a regional benefit to all the future Aurora developments north of the SEAM site.

The City of Aurora acquired the SEAM site from the City and County of Denver (Denver). Previously, Denver used two of the property quarter-sections for wastewater treatment bisolids disposal (Sections 4 and 9, Township 5 South, Range 65 West of the 6th P.M). This previous use led to certain construction restrictions and covenants to ensure protection of human health and environment as the site developed. When the site was acquired from Denver in 2005, the City of Aurora, City and County of Denver, and the Colorado Department of Public Health and Environment (CDPHE) signed an Environmental Covenant agreement for Sections 4 and 9.

The 2005 Environmental Covenant restricted the use of groundwater wells on the property. Per the original agreement, no new groundwater wells could be drilled for any purpose. However, to construct the SEAM facilities and the Senac Creek Sanitary Sewer Interceptor, temporary groundwater dewatering wells are needed for the excavation work. In Colorado, any temporary groundwater dewatering well is required to be reviewed and permitted by the Water Quality Control Division of CDPHE and are subject to the Water Well Construction Rules, 2 CCR 402-2, adopted pursuant to C.R.S. 37-91-101 to 113. Preliminary discussions between Aurora Water and the Water Quality Control Division of CDPHE have indicated they would allow temporary groundwater dewatering permits. Because of the States requirements, Denver and CDPHE were willing to allow potential temporary groundwater dewatering wells on the Section 4 and 9 property by revising the 2005 Environmental Covenant to allow such dewatering well activity.

QUESTIONS FOR COUNCIL

Does Council approve the Amended and Restated Environmental Covenant held by the Colorado Department of Public Health and Environment pursuant to § 25-15-321 located in Section 4 and Section 9 Property

LEGAL COMMENTS
The City's Utility Enterprise is authorized to acquire, construct, operate, maintain, improve and extend water, wastewater, and storm drainage facilities within or without the corporate boundaries of Aurora, and to make contracts, acquire lands, and do all things that are necessary or convenient therefor (City Code § 138-28) (Best).

PUBLIC FINANCIAL IMPACT

☐ YES ☒ NO

If yes, explain:

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain:

RESOLUTION NO. R2021- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF THE AMENDED AND RESTATED ENVIRONMENTAL COVENANT BETWEEN THE CITY OF AURORA, THE CITY AND COUNTY OF DENVER, AND THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT PERTAINING TO SECTIONS 4 AND 9, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE 6TH P.M.

WHEREAS, the City of Aurora ("Aurora") acquired from the City and County of Denver ("Denver") real property located at Sections 4 and 9, Township 5 South, Range 65 West of the 6th P.M. that had previously been used by Denver for wastewater treatment biosolids disposal; and

WHEREAS, in June 2005 Aurora, Denver, and the Colorado Department of Public Health and the Environment ("Department") agreed to an Environmental Covenant pursuant to C.R.S. 25-15-320 which restricted the use of construction wells and other mechanisms to pump groundwater located on Sections 4 and 9; and

WHEREAS, in January 2021 Aurora requested an amendment to the Environmental Covenant to allow for construction dewatering; and

WHEREAS, the purpose of this Amended and Restated Environmental Covenant is to protect human health and the environment while allowing for the use of construction dewatering wells to facilitate construction of the Southeast Aurora Maintenance (SEAM) site and Senac Creek Sanitary Sewer Interceptor; and

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

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

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

Section 1. The Amended and Restated Environmental Covenant between Aurora, Denver and the Department 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 _____. 2021.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM: CMcK

Ian J Best
_____
IAN BEST, Assistant City Attorney

This property is subject to an Environmental Covenant held by the Colorado Department of Public Health and Environment pursuant to section 25-15-321, Colorado Revised Statutes

AMENDED AND RESTATED ENVIRONMENTAL COVENANT

The City and County of Denver, Colorado ("Denver"), and the City of Aurora, ("Aurora"), both Colorado municipal corporations organized as home rule cities, grant an Amended and Restated Environmental Covenant ("Covenant") this _____ day of _____, 2021 to the Hazardous Materials and Waste Management Division of the Colorado Department of Public Health and the Environment ("the Department") pursuant to § 25-15-321 of the Colorado Hazardous Waste Act, § 25-15-101, *et seq*., C.R.S.

WHEREAS, Denver is the owner of certain groundwater underlying land located in Section 4 and Section 9, Township 5 South, Range 65 West of the 6th P.M., more particularly described in **Attachment A**, attached hereto and incorporated herein by reference as though fully set forth (hereinafter referred to as "the Groundwater"); and

WHEREAS, Aurora acquired from Denver and is the owner of certain real property located in Sections 4 and 9, Township 5 South, Range 65 West of the 6th P.M., more particularly described in **Attachment B** attached and incorporated herein by reference (hereinafter referred to as "the Sections 4 & 9 Property"); and

WHEREAS, the Department, which is located at 4300 Cherry Creek Drive South, Denver, Colorado 80246-1530, is authorized to approve Environmental Covenants pursuant to § 25-15-320 of the Colorado Hazardous Waste Act, § 25-15-101, *et seq*., C.R.S.; and

WHEREAS, for purposes of indexing in the County Clerk and Recorder's office Grantor-Grantee index only, Denver and Aurora shall both be considered **Grantors**, and the Colorado Department of Public Health and Environment shall be considered the **Grantee**. Nothing in the preceding sentence shall be construed to create or transfer any right, title or interest in the Property; and

WHEREAS, when Denver owned the Sections 4 & 9 Property, Denver allowed the Metro Wastewater Reclamation District ("Metro") to conduct a biosolids disposal operation on the Sections 4 & 9 Property, which Metro has concluded. As part of the disposal operation, Metro and the United States Geological Survey conducted a groundwater monitoring effort which included the construction of certain monitoring wells into the Groundwater. Metro has closed and abandoned the wells in accordance with the rules and regulations of the State Engineer and, as a condition of the Department's approval to closure of the biosolids disposal operation, the Department requested that Denver execute an Environmental Covenant.

WHEREAS, Denver, Aurora, and the Department entered into an Environmental Covenant on June 27, 2005 and filed the Covenant with the Arapahoe County Clerk and Recorder on July 21, 2005; and

WHEREAS, the Arapahoe County Clerk and Recorder recorded the Covenant on July 21, 2005 at Reception # B5108157, the original of which is included as **Attachment C**; and

WHEREAS, Aurora requested amendment of the Covenant on January 13, 2021 to allow for construction dewatering; and

WHEREAS, the purpose of this Amended and Restated Covenant is to ensure protection of human health and the environment against exposure to contaminants in groundwater in excess of Colorado basic standards for nitrates and sulphates (the "Contaminants") by restricting the constructing of wells or other mechanisms to drill for or pump the Groundwater and any tributary groundwater located on the Sections 4 & 9 Property, except in accordance with this Covenant; and

WHEREAS, Denver agrees to subject the Groundwater and Aurora agrees to subject the Sections 4 & 9 Property (hereinafter referred to collectively as the "Property") to certain covenants and restrictions as provided in Article 15 of Title 25, Colorado Revised Statutes, which covenants and restrictions shall burden the Property and bind Denver and Aurora and all parties now or subsequently having any right, title or interest in the Property, or any part thereof, and any persons using the Property, as described herein, for the benefit of the Department and Denver and Aurora as described herein; and

NOW, THEREFORE, Denver and Aurora hereby grant this Amended and Restated Environmental Covenant to the Department, and declare that the Groundwater as described in Attachment A and the Sections 4 & 9 Property as described in Attachment B shall hereinafter be bound by, held, sold, and conveyed subject to the following requirements set forth in paragraphs 1 through 14, below, which shall run with the Property in perpetuity and be binding on Denver, Aurora, and all parties now or subsequently having any right, title or interest in the Property, or any part thereof, and any persons using the Property, hereinafter referred to in this Covenant as "OWNERS," and, if any, any other person or entity otherwise legally authorized to make decisions regarding the transfer of the Property or placement of encumbrances on the Property, other than by the exercise of eminent domain. This Amended and Restated Covenant replaces the original Environmental Covenant described in Attachment C.

1) Use restrictions. Until this Covenant is terminated or modified as provided herein, no new wells or other mechanisms to drill for or pump the Groundwater or water from the tributary groundwater located on the Sections 4 & 9 Property shall be constructed, except for future monitoring, remediation, or dewatering wells or other mechanisms pursuant to a construction dewatering permit issued by the Water Quality Control Division or a Materials Management Plan approved by the Hazardous Materials and Waste Management Division. Any person applying for a construction dewatering permit on the Property must notify the WQCD that the groundwater is contaminated, including identifying the specific

aquifers contaminated, and that an environmental covenant has been imposed. All wells that are constructed on the Property must be constructed in accordance with the Water Well Construction Rules, 2 CCR 402-2, adopted pursuant to C.R.S. 37-91-101 to 113.

Denver and Aurora shall have the right to request modification of this Covenant pursuant to paragraph (2) to allow construction of wells to pump groundwater from any one of the restricted aquifers (the alluvial aquifer, the Dawson Aquifer, or the Denver Aquifer) if it can be shown that the Contaminants no longer exceed Colorado Standards for the use of that water for specific purposes or that the water will be treated so that Contaminants do not exceed Colorado standards for a specified use; including, but not limited to, agricultural, industrial, municipal irrigation and domestic uses. This Covenant and these restrictions do not apply to the Arapahoe Aquifer, the Laramie-Fox Hills Aquifer or any aquifer other than those described herein.

2) Modifications. This Covenant runs with the land and is perpetual, unless modified or terminated pursuant to this paragraph. OWNERS may request that the Department approve a modification or termination of the Covenant. The request shall contain information showing that the proposed modification or termination shall, if implemented, ensure protection of human health and the environment. The Department shall review any submitted information, and may request additional information. If the Department determines that the proposal to modify or terminate the Covenant will ensure protection of human health and the environment, it shall approve the proposal. No modification or termination of this Covenant shall be effective unless the Department has approved such modification or termination in writing. Information to support a request for modification or termination may include one or more of the following:

   a) a proposal to perform additional remedial work;
   b) new information regarding the risks posed by the residual contamination;
   c) information demonstrating that residual contamination has diminished;
   d) information demonstrating that an engineered feature or structure is no longer necessary;
   e) information demonstrating that the proposed modification would not adversely impact the remedy and is protective of human health and the environment; and
   f) other appropriate supporting information.

3) Conveyances. OWNERS shall notify the Department at least fifteen (15) days in advance of the closing on any proposed sale or other conveyance of any interest in any or all of the Property. Within thirty (30) days after any such conveyance, OWNERS shall provide the Department with the name, mailing address and telephone number of the new OWNER.

4) Notice to Lessees. OWNERS agree to incorporate either in full or by reference the restrictions of this Covenant in any leases, licenses, or other instruments granting a right to use the Property.

5) Notification for proposed construction and land use. OWNERS shall notify the Department simultaneously when submitting any application to a local government for a building permit or change in land use.

6) Inspections. The Department, including its authorized employees, agents, representatives and independent contractors, shall have the right of entry to the Property at reasonable times with prior notice for the purpose of determining compliance with the terms of this Covenant.

7) Third Party Beneficiary. OWNERS of the Property are third party beneficiaries with the right to enforce the provisions of this Covenant as provided in § 25-15-322, C.R.S.

8) No Liability. The Department does not acquire any liability under State law by virtue of accepting this Covenant.

9) Enforcement. The Department may enforce the terms of this Covenant pursuant to § 25-15-322, C.R.S. against OWNERS and may file suit in district court to enjoin actual or threatened violations of this Covenant.

10) Owners' Compliance Certification. Denver's Executive Director of the Department of Public Health and Environment and Aurora's Manager of Real Property shall each execute and return a certification form provided by the Department, on an annual basis, detailing each OWNER's compliance, and any lack of compliance, with the terms of this Covenant for their respective city.

11) Separate Ownership. Denver and Aurora each own property subject to the terms of this Covenant. This Covenant imposes obligations on each city separately. The Parties agree that each city shall be responsible individually for its respective obligations and shall have no responsibility or liability for the obligations of the other party.

12) Severability. If any part of this Covenant shall be decreed to be invalid by any court of competent jurisdiction, all of the other provisions hereof shall not be affected thereby and shall remain in full force and effect.

13) Notices. Any document or communication required under this Covenant shall be sent or directed to:

Superfund & Site Assessment Unit Leader
Hazardous Materials and Waste Management Division
Colorado Department of Public Health and the Environment
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530

Executive Director of the Department of Public Health and Environment
City and County of Denver
101 West Colfax Avenue, Suite 800

Denver, Colorado 80202

Manager of Real Property
City of Aurora
15151 East Alameda Parkway, Suite 3200
Aurora, Colorado 80012

14) Subdivision of Property. At least 90 days prior to any subdivision of the Property, OWNERS shall submit a plan addressing the certification of compliance set forth in paragraph (10) of this Covenant. The plan may provide for contractual assignment of such obligations to, and assumption of such obligations by, a property management entity charged with managing the Property (including but not limited to a homeowners' association of multiple owners). The Department shall approve the plan if it determines that the plan reasonably will ensure continued compliance with the requirements of this Covenant. Any Department notice of disapproval shall include the Department's rationale for its decision, including any additional information or changes to the plan that the Department requires before the plan can be approved. Any appeal of a Department notice of disapproval shall be taken in accordance with section 25-15-305(2), C.R.S. If OWNERS fail to obtain approval of such plan prior to subdividing the Property, the owner of each subdivided parcel shall continue to be responsible for certifying compliance with the restrictions set forth in paragraph (1) of this Covenant.

[*Remainder of Page Intentionally Blank*]

The City and County of Denver has caused this instrument to be executed this ___ day of _____, 2021.

City and County of Denver

By:_____

Name:_____

Title:_____

STATE OF)
) ss:
COUNTY OF)

The foregoing instrument was acknowledged before me this ___day of _____, 2021 by _____ on behalf of _____.

_____
Notary Public

_____
Address

My commission expires:_____

The City of Aurora has caused this instrument to be executed this ___ day of _____, 2021.

CITY OF AURORA, COLORADO ATTEST:

By:_____ By: _____
Clerk, City of Aurora

Name:_____

Title:_____

STATE OF)
) ss:
COUNTY OF)

The foregoing instrument was acknowledged before me this ___day of _____, 2021 by _____ on behalf of _____.

_____
Notary Public

_____
Address

My commission expires:_____

APPROVED AS TO FORM:

Ian J Best
_____
Ian Best, Asst. City Attorney

Approved by the Colorado Department of Public Health and Environment this ___ day of _____, 2021.

By:_____

Title: _____

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 on behalf of the Colorado Department of Public Health and Environment.

_____
Notary Public

_____
Address

My commission expires: _____

ATTACHMENT "A"
to the
AMENDED AND RESTATED ENVIRONMENTAL COVENANT

Description of Groundwater

Denver's interest in or to water, water rights and rights to develop water, including tributary, nontributary, and not nontributary, whether undecreed, permitted or now or hereinafter adjudicated or decreed, in and to the Dawson and Denver Aquifers diverted from, used upon or appurtenant to the following land:

Lot 1, Block 1, Pronghorn Natural Area and Open Space Subdivision Filing No. 1, City of Aurora, County of Arapahoe, State of Colorado

ATTACHMENT "B"
to the
AMENDED AND RESTATED ENVIRONMENTAL COVENANT

Description of Sections 4 & 9 Property

Lot 1, Block 1, Pronghorn Natural Area and Open Space Subdivision Filing No. 1, City of Aurora, County of Arapahoe, State of Colorado.

ATTACHMENT "C"
to the
AMENDED AND RESTATED ENVIRONMENTAL COVENANT

Original Environmental Covenant

51.00 Arapahoe County Cle Recorder, Nancy A. Doty
Reception #: B5108157
Receipt #: 5247469 Recording Fee: $51.00
Pages Recorded: 10
Date Recorded: 7/21/2005 3:07:24 PM

Recording Requested By and
When Recorded Mail To:

PKL
Department of Law/NR
1525 Sherman Street, 5th Floor
Denver, Colorado 80203

1-10

The property described herein is subject to an Environmental Covenant in favor of the Colorado Department of Public Health and Environment pursuant to section 25-15-321, C.R.S.

ENVIRONMENTAL COVENANT

The City and County of Denver, Colorado ("Denver"), and the City of Aurora, ("Aurora") both Colorado municipal corporations organized as home rule cities grants an Environmental Covenant ("Covenant") this 10th day of March, 2005 to the Hazardous Materials and Waste Management Division of the Colorado Department of Public Health and the Environment ("the Department") pursuant to § 25-15-321 of the Colorado Hazardous Waste Act, § 25-15-101, et seq. The Department's address is 4300 Cherry Creek Drive South, Denver, Colorado 80246-1530.

WHEREAS, Denver is the owner of certain groundwater underlying land located in Section 4 and Section 9, Township 5 South, Range 65 West of the 6th P.M., more particularly described in Attachment A, attached hereto and incorporated herein by reference as though fully set forth (hereinafter referred to as "the Groundwater"); and

WHEREAS, Aurora acquired from Denver and is the owner of certain real property located in Sections 4 and 9, Township 5 South, Range 65 West of the 6th P.M., more particularly described in Attachment B attached and incorporated herein by reference (herein after referred to as " the Sections 4 & 9 Property"); and

WHEREAS, the purpose of this Covenant is to ensure protection of human health and the environment against exposure to contaminants in groundwater in excess of Colorado basic standards for nitrates and sulphates (the "Contaminants") by restricting the construction of wells to drill for or pump the Groundwater and any tributary groundwater located on the Sections 4 & 9 Property, except in accordance with this Covenant.

WHEREAS, when Denver owned the Sections 4 & 9 Property, Denver allowed the Metro Wastewater Reclamation District ("Metro") to conduct a biosolids disposal operation on the Sections 4 & 9 Property, which Metro has concluded. As part of the disposal operation, Metro and the United States Geological Survey conducted a groundwater monitoring effort which included the construction of certain monitoring wells into the Groundwater. Metro has closed and abandoned the wells in accordance with the rules and regulations of the State Engineer and, as a condition of the Department's approval to closure of the biosolids disposal operation, the Department has requested that Denver execute this Covenant.

WHEREAS, in reliance upon the Department's approval to close Metro's biosolids disposal operation, Denver agrees to subject the Groundwater and Aurora agrees to subject the Section 4 & 9 Property (the Groundwater and the Sections 4 & 9 Property shall hereinafter be referred to collectively as the "Property") to this Covenant as provided in Article 15 of Title 25, Colorado Revised Statutes, which Covenant shall burden the Property and bind Denver and Aurora, their successors, assigns, and any grantees of the Property, their heirs, successors, assigns and grantees, and any users of the Groundwater, for the benefit of the Department.

NOW, THEREFORE, Denver and Aurora hereby grant this Environmental Covenant to the Department, and declare that the Groundwater as described in Attachment A and the Sections 4 & 9 Property shall hereinafter be bound by, held, sold, and conveyed subject to the following requirements set forth in paragraphs 1 through 10, below, which shall run with the Property for perpetuity and be binding on Denver, Aurora and all parties having any right, title or interest in the Property, or any part thereof, their heirs, successors and assigns, and any persons using the Groundwater. Denver, Aurora and all parties having any right, title or interest in the Property, or any part thereof, their heirs, successors and assigns shall hereinafter be referred to in this Covenant as "OWNERS." OWNERS may refer to one owner if the other owner has transferred its property subject to this covenant so that there is only one owner. Upon transfer of its right, title and interest in the Property, the grantor shall be released from any and all obligation under this Covenant arising after the transfer date, except that the grantor shall remain subject to the use restrictions in Paragraph 1.

1. Use restrictions. Until this Covenant is terminated or modified as provided herein, no new wells to drill for or pump the Groundwater or water from tributary groundwater located on the Sections 4 & 9 Property shall be constructed, except for future monitoring or remediation. Denver and Aurora shall have the right to request modification of this Covenant pursuant to paragraph 3 to allow construction of wells to pump groundwater from any of one of the restricted aquifers (the alluvial aquifer, the Dawson Aquifer or the Denver Aquifer) if it can be shown that the Contaminants no longer exceed Colorado standards for the use of that water for specific purposes or that the water will be treated so that the Contaminants do not exceed Colorado standards for a specified use; including, but not limited to, agricultural, industrial, municipal irrigation and domestic uses. This Covenant and these restrictions do not apply to the Arapahoe Aquifer, the Laramie-Fox Hills Aquifer or any aquifer other than those described herein.

2. Purpose of this Covenant. The purpose of this Covenant is to ensure protection of human health and the environment by minimizing the potential for exposure to the Contaminants that may remain in the Groundwater and alluvial groundwater on the Section 4 & 9 Property. The Covenant will accomplish this by restricting the construction of water supply wells on the Property, and by ensuring that any wells that are constructed are constructed in accordance with the Water Well Construction Rules, 2 CCR 402-2, adopted pursuant to C.R.S. 37-91-101 to 113.

3. Modifications. This Covenant runs with the land and is perpetual, unless modified or terminated pursuant to this paragraph. OWNERS or their successors and assigns may request that the Department approve a modification or termination of the Covenant. The request shall contain information showing that the proposed modification or termination shall, if implemented, ensure protection of human health and the environment. The Department shall review any submitted information, and may request additional information. If the Department determines

that the proposal to modify or terminate the Covenant will ensure protection of human health and the environment, it shall approve the proposal. No such modification or termination of this Covenant shall be effective unless the Department has approved such modification or termination in writing. Information to support a request for modification or termination may include one or more of the following:

(a) a proposal to perform additional remedial work;

(b) new information regarding the risks posed by the residual contamination;

(c) information demonstrating that residual contamination has diminished;

(d) information demonstrating that the proposed modification would not adversely impact the remedy and is protective of human health and the environment; and

(e) other appropriate supporting information.

4. Conveyances. OWNERS shall notify the Department at least fifteen (15) days in advance of any proposed grant, transfer or conveyance of ownership of any or all of the Owners' respective property subject to this covenant.

5. Leases. OWNERS agree to incorporate either in full or by reference the restrictions of this Covenant in any leases, licenses, or other instruments granting a right to use the Groundwater that may be affected by the Covenant.

6. Notification for proposed construction and land use. OWNERS shall notify the Department simultaneously when submitting any application to a local or state government to construct a well into the Groundwater or tributary groundwater on the Sections 4 & 9 Property.

7. Inspections. The Department shall have the right of entry onto the Property at reasonable times with prior notice for the purpose of determining compliance with the terms of this Covenant. Nothing in this Covenant shall impair any other authority the Department may otherwise have to enter and inspect the Property. The Department, upon OWNERS' written request, will provide OWNERS with copies of any written inspection reports, findings or other data prepared in connection with such inspections.

8. No Liability. The Department does not acquire any liability under State law by virtue of accepting this Covenant.

9. Enforcement. The Department may enforce the terms of this Covenant pursuant to §25-15-322. C.R.S. The Department may file suit in any district court having jurisdiction to enjoin actual or threatened violations of this Covenant.

10. Owner's Compliance Certification. Upon request from the Department sent to the addressee indicated below, Denver's Manager of Environmental Health and Aurora's Manager of Real Estate shall each submit an annual Report to the Department, in the form attached hereto as Attachment C, detailing their own compliance, and any lack of compliance, with the terms of this Covenant that apply to their respective city.

11. Separate Ownership. Denver and Aurora each own property subject to the terms of this covenant. This covenant imposes obligations on each city separately. The parties agree that each city shall be responsible individually for its respective obligations and shall have no responsibility or liability for the obligations of the other party.

12. Notices. Any document or communication required under this Covenant shall be sent or directed to:

Hazardous Waste Corrective Action Unit Leader
Hazardous Materials and Waste Management Leader
Colorado Department of Public Health and the Environment
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530

Manager of Environmental Health
City and County of Denver
201 West Colfax Avenue, Dept. 1009
Denver, Colorado 80202

Manager Real Property
City of Aurora
15151 East Alameda Parkway, 3rd Floor
Aurora, Colorado 80012

The Parties have caused this instrument to be executed and delivered as of _____, 2005.

ATTEST:

By: _____
Clerk and Recorder,
of the City and County of Denver

CITY AND COUNTY OF DENVER, COLORADO

By _____
Mayor

RECOMMENDED AND APPROVED:

By _____
Manager of Environmental Health

APPROVED AS TO FORM:
Cole Finegan
City Attorney

By: _____
Assistant City Attorney

REGISTERED AND COUNTERSIGNED:

By _____
Auditor

Contract Control No: XC5A006

STATE OF COLORADO)
)ss:
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 2nd day of February, 2005 by John W. Hickenlooper on behalf of the City and County of Denver.

_____
Notary Public

Address 201 WEST COLFAX AVE.
DENVER, CO 80202

My commission expires: 1/21/09

ATTEST:

By: Debra Johnson
Clerk,
City of Aurora

CITY OF AURORA, COLORADO

By Edward J. Tauer
Mayor

APPROVED AS TO FORM:
City Attorney

By: Robert Werking
Assistant City Attorney

STATE OF COLORADO)
)ss:
COUNTY OF ARAPAHO)

The foregoing instrument was acknowledged before me this 10th day of March, 2005 by Edward Tauer Debra Johnson on behalf of the City of Aurora.

Jean M Russell
Notary Public

Address

My commission expires: April 20, 2008

JEAN M. RUSSELL NOTARY PUBLIC STATE OF COLORADO
My Commission Expires 04/20/2008

Accepted by the Colorado Department of Public Health and Environment this 27th day of June, 2005.

By: Gary W Baughman

Title: Director, HMWMD

STATE OF COLORADO)
)ss:
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 27 day of June, 2005 by GARY BAUGHMAN on behalf of the Colorado Department of Public Health and Environment.

Claudette M Ferris
Notary Public
4300 Cherry Creek Dr So
Address
Denver, CO 80246

My commission expires: October 21, 2007

51.00 Arapahoe County Cle Recorder, Nancy A. Doty
Reception #: B5108157
Receipt #: 5247469 Recording Fee: $51.00
Pages Recorded: 10
Date Recorded: 7/21/2005 3:07:24 PM

Recording Requested By and
When Recorded Mail To:

Department of Law/NR
1525 Sherman Street, 5th Floor
Denver, Colorado 80203

1-10

The property described herein is subject to an Environmental Covenant in favor of the Colorado Department of Public Health and Environment pursuant to section 25-15-321, C.R.S.

ENVIRONMENTAL COVENANT

The City and County of Denver, Colorado ("Denver"), and the City of Aurora, ("Aurora") both Colorado municipal corporations organized as home rule cities grants an Environmental Covenant ("Covenant") this 10th day of March, 2005 to the Hazardous Materials and Waste Management Division of the Colorado Department of Public Health and the Environment ("the Department") pursuant to § 25-15-321 of the Colorado Hazardous Waste Act, § 25-15-101, et seq. The Department's address is 4300 Cherry Creek Drive South, Denver, Colorado 80246-1530.

WHEREAS, Denver is the owner of certain groundwater underlying land located in Section 4 and Section 9, Township 5 South, Range 65 West of the 6th P.M., more particularly described in Attachment A, attached hereto and incorporated herein by reference as though fully set forth (hereinafter referred to as "the Groundwater"); and

WHEREAS, Aurora acquired from Denver and is the owner of certain real property located in Sections 4 and 9, Township 5 South, Range 65 West of the 6th P.M., more particularly described in Attachment B attached and incorporated herein by reference (herein after referred to as " the Sections 4 & 9 Property"); and

WHEREAS, the purpose of this Covenant is to ensure protection of human health and the environment against exposure to contaminants in groundwater in excess of Colorado basic standards for nitrates and sulphates (the "Contaminants") by restricting the construction of wells to drill for or pump the Groundwater and any tributary groundwater located on the Sections 4 & 9 Property, except in accordance with this Covenant.

WHEREAS, when Denver owned the Sections 4 & 9 Property, Denver allowed the Metro Wastewater Reclamation District ("Metro") to conduct a biosolids disposal operation on the Sections 4 & 9 Property, which Metro has concluded. As part of the disposal operation, Metro and the United States Geological Survey conducted a groundwater monitoring effort which included the construction of certain monitoring wells into the Groundwater. Metro has closed and abandoned the wells in accordance with the rules and regulations of the State Engineer and, as a condition of the Department's approval to closure of the biosolids disposal operation, the Department has requested that Denver execute this Covenant.

WHEREAS, in reliance upon the Department's approval to close Metro's biosolids disposal operation, Denver agrees to subject the Groundwater and Aurora agrees to subject the Section 4 & 9 Property (the Groundwater and the Sections 4 & 9 Property shall hereinafter be referred to collectively as the "Property") to this Covenant as provided in Article 15 of Title 25, Colorado Revised Statutes, which Covenant shall burden the Property and bind Denver and Aurora, their successors, assigns, and any grantees of the Property, their heirs, successors, assigns and grantees, and any users of the Groundwater, for the benefit of the Department.

NOW, THEREFORE, Denver and Aurora hereby grant this Environmental Covenant to the Department, and declare that the Groundwater as described in Attachment A and the Sections 4 & 9 Property shall hereinafter be bound by, held, sold, and conveyed subject to the following requirements set forth in paragraphs 1 through 10, below, which shall run with the Property for perpetuity and be binding on Denver, Aurora and all parties having any right, title or interest in the Property, or any part thereof, their heirs, successors and assigns, and any persons using the Groundwater. Denver, Aurora and all parties having any right, title or interest in the Property, or any part thereof, their heirs, successors and assigns shall hereinafter be referred to in this Covenant as "OWNERS." OWNERS may refer to one owner if the other owner has transferred its property subject to this covenant so that there is only one owner. Upon transfer of its right, title and interest in the Property, the grantor shall be released from any and all obligation under this Covenant arising after the transfer date, except that the grantor shall remain subject to the use restrictions in Paragraph 1.

1. Use restrictions. Until this Covenant is terminated or modified as provided herein, no new wells to drill for or pump the Groundwater or water from tributary groundwater located on the Sections 4 & 9 Property shall be constructed, except for future monitoring or remediation. Denver and Aurora shall have the right to request modification of this Covenant pursuant to paragraph 3 to allow construction of wells to pump groundwater from any of one of the restricted aquifers (the alluvial aquifer, the Dawson Aquifer or the Denver Aquifer) if it can be shown that the Contaminants no longer exceed Colorado standards for the use of that water for specific purposes or that the water will be treated so that the Contaminants do not exceed Colorado standards for a specified use; including, but not limited to, agricultural, industrial, municipal irrigation and domestic uses. This Covenant and these restrictions do not apply to the Arapahoe Aquifer, the Laramie-Fox Hills Aquifer or any aquifer other than those described herein.

2. Purpose of this Covenant. The purpose of this Covenant is to ensure protection of human health and the environment by minimizing the potential for exposure to the Contaminants that may remain in the Groundwater and alluvial groundwater on the Section 4 & 9 Property. The Covenant will accomplish this by restricting the construction of water supply wells on the Property, and by ensuring that any wells that are constructed are constructed in accordance with the Water Well Construction Rules, 2 CCR 402-2, adopted pursuant to C.R.S. 37-91-101 to 113.

3. Modifications. This Covenant runs with the land and is perpetual, unless modified or terminated pursuant to this paragraph. OWNERS or their successors and assigns may request that the Department approve a modification or termination of the Covenant. The request shall contain information showing that the proposed modification or termination shall, if implemented, ensure protection of human health and the environment. The Department shall review any submitted information, and may request additional information. If the Department determines

that the proposal to modify or terminate the Covenant will ensure protection of human health and the environment, it shall approve the proposal. No such modification or termination of this Covenant shall be effective unless the Department has approved such modification or termination in writing. Information to support a request for modification or termination may include one or more of the following:

(a) a proposal to perform additional remedial work;

(b) new information regarding the risks posed by the residual contamination;

(c) information demonstrating that residual contamination has diminished;

(d) information demonstrating that the proposed modification would not adversely impact the remedy and is protective of human health and the environment; and

(e) other appropriate supporting information.

4. Conveyances. OWNERS shall notify the Department at least fifteen (15) days in advance of any proposed grant, transfer or conveyance of ownership of any or all of the Owners' respective property subject to this covenant.

5. Leases. OWNERS agree to incorporate either in full or by reference the restrictions of this Covenant in any leases, licenses, or other instruments granting a right to use the Groundwater that may be affected by the Covenant.

6. Notification for proposed construction and land use. OWNERS shall notify the Department simultaneously when submitting any application to a local or state government to construct a well into the Groundwater or tributary groundwater on the Sections 4 & 9 Property.

7. Inspections. The Department shall have the right of entry onto the Property at reasonable times with prior notice for the purpose of determining compliance with the terms of this Covenant. Nothing in this Covenant shall impair any other authority the Department may otherwise have to enter and inspect the Property. The Department, upon OWNERS' written request, will provide OWNERS with copies of any written inspection reports, findings or other data prepared in connection with such inspections.

8. No Liability. The Department does not acquire any liability under State law by virtue of accepting this Covenant.

9. Enforcement. The Department may enforce the terms of this Covenant pursuant to §25-15-322. C.R.S. The Department may file suit in any district court having jurisdiction to enjoin actual or threatened violations of this Covenant.

10. Owner's Compliance Certification. Upon request from the Department sent to the addressee indicated below, Denver's Manager of Environmental Health and Aurora's Manager of Real Estate shall each submit an annual Report to the Department, in the form attached hereto as Attachment C, detailing their own compliance, and any lack of compliance, with the terms of this Covenant that apply to their respective city.

11. Separate Ownership. Denver and Aurora each own property subject to the terms of this covenant. This covenant imposes obligations on each city separately. The parties agree that each city shall be responsible individually for its respective obligations and shall have no responsibility or liability for the obligations of the other party.

12. Notices. Any document or communication required under this Covenant shall be sent or directed to:

Hazardous Waste Corrective Action Unit Leader
Hazardous Materials and Waste Management Leader
Colorado Department of Public Health and the Environment
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530

Manager of Environmental Health
City and County of Denver
201 West Colfax Avenue, Dept. 1009
Denver, Colorado 80202

Manager Real Property
City of Aurora
15151 East Alameda Parkway, 3rd Floor
Aurora, Colorado 80012

The Parties have caused this instrument to be executed and delivered as of _____, 2005.

ATTEST:

By: _____
Clerk and Recorder,
of the City and County of Denver

CITY AND COUNTY OF DENVER, COLORADO

By _____
Mayor

APPROVED AS TO FORM:
Cole Finegan
City Attorney

By: _____
Assistant City Attorney

RECOMMENDED AND APPROVED:

By _____
Manager of Environmental Health

REGISTERED AND COUNTERSIGNED:

By _____
Auditor

Contract Control No: XC5A006

STATE OF COLORADO)
)ss:
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 2nd day of February, 2005 by John W. Hickenlooper on behalf of the City and County of Denver.

_____
Notary Public

Address 201 WEST COLFAX AVE.
DENVER, CO 80202

My commission expires: 1/21/09

ATTEST:

By: Debra Johnson
Clerk,
City of Aurora

CITY OF AURORA, COLORADO

By Edward J. Tauer
Mayor

APPROVED AS TO FORM:
City Attorney

By: Robert Werking
Assistant City Attorney

STATE OF COLORADO)
)ss:
COUNTY OF ARAPAHO)

The foregoing instrument was acknowledged before me this 10th day of March, 2005 by Edward Tauer Debra Johnson on behalf of the City of Aurora.

Jean M Russell
Notary Public

Address

My commission expires: April 20, 2008

JEAN M. RUSSELL NOTARY PUBLIC STATE OF COLORADO
My Commission Expires 04/20/2008

Accepted by the Colorado Department of Public Health and Environment this 27th day of June, 2005.

By: Gary W Baughman

Title: Director, HMWMD

STATE OF COLORADO)
)ss:
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 27 day of June, 2005 by GARY BAUGHMAN on behalf of the Colorado Department of Public Health and Environment.

Claudette M Ferris
Notary Public
4300 Cherry Creek Dr So
Address
Denver, CO 80246

My commission expires: October 21, 2007

ATTACHMENT A

Description of Groundwater

Denver's interest in or to water, water rights and rights to develop water, including tributary, nontributary and not nontributary, whether undecreed, permitted or now or hereinafter adjudicated or decreed, in and to the Dawson and Denver aquifers diverted from, used upon or appurtenant to the following land:

The North Half, the Southeast Quarter, the North Half of the Southwest Quarter and the Southeast Quarter of the Southwest Quarter of Section 4, and the East Half, and the East Half of the West Half of Section 9, all in Township 5 South, Range 65 West of the 6th Principal Meridian, County of Arapahoe, State of Colorado.

Excepting therefrom those portions conveyed in deeds recorded August 8, 1978 in Book 2826 at Page 723, November 15, 1982 in Book 3735 at Page 508, December 6, 1982 in Book 3749 at Page 650 and November 22, 1991 in Book 6306 at Page 419, in the real property records of the County of Arapahoe, State of Colorado.

ATTACHMENT B

Description of Sections 4 & 9 Property

The North Half, the Southeast Quarter, the North Half of the Southwest Quarter and the Southeast Quarter of the Southwest Quarter of Section 4, and the East Half, and the East Half of the West Half of Section 9, all in Township 5 South, Range 65 West of the 6th Principal Meridian, County of Arapahoe, State of Colorado.

Excepting therefrom those portions conveyed in deeds recorded August 8, 1978 in Book 2826 at Page 723, November 15, 1982 in Book 3735 at Page 508, December 6, 1982 in Book 3749 at Page 650 and November 22, 1991 in Book 6306 at Page 419, in the real property records of the County of Arapahoe, State of Colorado.

WHEREAS, in reliance upon the Department's approval to close Metro's biosolids disposal operation, Denver agrees to subject the Groundwater and Aurora agrees to subject the Section 4 & 9 Property (the Groundwater and the Sections 4 & 9 Property shall hereinafter be referred to collectively as the "Property") to this Covenant as provided in Article 15 of Title 25, Colorado Revised Statutes, which Covenant shall burden the Property and bind Denver and Aurora, their successors, assigns, and any grantees of the Property, their heirs, successors, assigns and grantees, and any users of the Groundwater, for the benefit of the Department.

NOW, THEREFORE, Denver and Aurora hereby grant this Environmental Covenant to the Department, and declare that the Groundwater as described in Attachment A and the Sections 4 & 9 Property shall hereinafter be bound by, held, sold, and conveyed subject to the following requirements set forth in paragraphs 1 through 10, below, which shall run with the Property for perpetuity and be binding on Denver, Aurora and all parties having any right, title or interest in the Property, or any part thereof, their heirs, successors and assigns, and any persons using the Groundwater. Denver, Aurora and all parties having any right, title or interest in the Property, or any part thereof, their heirs, successors and assigns shall hereinafter be referred to in this Covenant as "OWNERS." OWNERS may refer to one owner if the other owner has transferred its property subject to this covenant so that there is only one owner. Upon transfer of its right, title and interest in the Property, the grantor shall be released from any and all obligation under this Covenant arising after the transfer date, except that the grantor shall remain subject to the use restrictions in Paragraph 1.

1. Use restrictions. Until this Covenant is terminated or modified as provided herein, no new wells to drill for or pump the Groundwater or water from tributary groundwater located on the Sections 4 & 9 Property shall be constructed, except for future monitoring or remediation. Denver and Aurora shall have the right to request modification of this Covenant pursuant to paragraph 3 to allow construction of wells to pump groundwater from any of one of the restricted aquifers (the alluvial aquifer, the Dawson Aquifer or the Denver Aquifer) if it can be shown that the Contaminants no longer exceed Colorado standards for the use of that water for specific purposes or that the water will be treated so that the Contaminants do not exceed Colorado standards for a specified use; including, but not limited to, agricultural, industrial, municipal irrigation and domestic uses. This Covenant and these restrictions do not apply to the Arapahoe Aquifer, the Laramie-Fox Hills Aquifer or any aquifer other than those described herein.

2. Purpose of this Covenant. The purpose of this Covenant is to ensure protection of human health and the environment by minimizing the potential for exposure to the Contaminants that may remain in the Groundwater and alluvial groundwater on the Section 4 & 9 Property. The Covenant will accomplish this by restricting the construction of water supply wells on the Property, and by ensuring that any wells that are constructed are constructed in accordance with the Water Well Construction Rules, 2 CCR 402-2, adopted pursuant to C.R.S. 37-91-101 to 113.

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(b) new information regarding the risks posed by the residual contamination;

(c) information demonstrating that residual contamination has diminished;

(d) information demonstrating that the proposed modification would not adversely impact the remedy and is protective of human health and the environment; and

(e) other appropriate supporting information.

4. Conveyances. OWNERS shall notify the Department at least fifteen (15) days in advance of any proposed grant, transfer or conveyance of ownership of any or all of the Owners' respective property subject to this covenant.

5. Leases. OWNERS agree to incorporate either in full or by reference the restrictions of this Covenant in any leases, licenses, or other instruments granting a right to use the Groundwater that may be affected by the Covenant.

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8. No Liability. The Department does not acquire any liability under State law by virtue of accepting this Covenant.

9. Enforcement. The Department may enforce the terms of this Covenant pursuant to §25-15-322. C.R.S. The Department may file suit in any district court having jurisdiction to enjoin actual or threatened violations of this Covenant.

10. Owner's Compliance Certification. Upon request from the Department sent to the addressee indicated below, Denver's Manager of Environmental Health and Aurora's Manager of Real Estate shall each submit an annual Report to the Department, in the form attached hereto as Attachment C, detailing their own compliance, and any lack of compliance, with the terms of this Covenant that apply to their respective city.

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Hazardous Materials and Waste Management Leader
Colorado Department of Public Health and the Environment
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530

Manager of Environmental Health
City and County of Denver
201 West Colfax Avenue, Dept. 1009
Denver, Colorado 80202

Manager Real Property
City of Aurora
15151 East Alameda Parkway, 3rd Floor
Aurora, Colorado 80012

The Parties have caused this instrument to be executed and delivered as of _____, 2005.

ATTEST:

By: _____
Clerk and Recorder,
of the City and County of Denver

CITY AND COUNTY OF DENVER, COLORADO

By _____
Mayor

RECOMMENDED AND APPROVED:

By _____
Manager of Environmental Health

APPROVED AS TO FORM:
Cole Finegan
City Attorney

By: _____
Assistant City Attorney

REGISTERED AND COUNTERSIGNED:

By _____
Auditor

Contract Control No: XC5A006

STATE OF COLORADO)
)ss:
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 2nd day of February, 2005 by John W. Hickenlooper on behalf of the City and County of Denver.

_____
Notary Public

Address 201 WEST COLFAX AVE.
DENVER, CO 80202

My commission expires: 1/21/09

ATTEST:

By: Debra Johnson
Clerk,
City of Aurora

CITY OF AURORA, COLORADO

By Edward J. Tauer
Mayor

APPROVED AS TO FORM:
City Attorney

By: Robert Werking
Assistant City Attorney

STATE OF COLORADO)
)ss:
COUNTY OF ARAPAHO)

The foregoing instrument was acknowledged before me this 10th day of March, 2005 by Edward Tauer Debra Johnson on behalf of the City of Aurora.

Jean M Russell
Notary Public

Address

My commission expires: April 20, 2008

JEAN M. RUSSELL NOTARY PUBLIC STATE OF COLORADO
My Commission Expires 04/20/2008

ATTACHMENT C
COLORADO ENVIRONMENTAL COVENANTS
CERTIFICATION FORM

This form provides your written statement that you are in compliance with the environmental covenants required on your property as per the agreement executed between **[insert name of grantor]** and the Colorado Department of Public Health and Environment pursuant to C.R.S. 25-15-317 thru 327. Section 10 of this Environmental Covenant requires that you complete and return this form annually or otherwise certify that you are or are not in compliance with your covenant.

Property Name_ _____
Address of Property with covenant _____
_____

The restrictions that apply to my property as listed in Section 4 of the Environmental Covenant Agreement include (check all that apply)

- ☐ No well drilling for drinking water
- ☐ No well drilling at all
- ☐ Land use restrictions (e.g., use restricted to commercial development)
- ☐ Perform monitoring
- ☐ Provide access to property for others to perform monitoring
- ☐ No disturbance of monitoring wells
- ☐ No earthwork or disturbance of ground surface
- ☐ No disturbance of engineered structure (e.g., disposal cell cap)
- ☐ Perform maintenance of engineered structure
- ☐ Installation of radon or soil gas vent systems on new structures
- ☐ Other (describe) _____

Sign one of the following statements:

I hereby state that I am in compliance with the Environmental Covenant Agreement, and have followed all of the restrictions and requirements contained therein.

Signature _____ Date_____

I hereby state that I am not in compliance with the Environmental Covenant Agreement, and have violated restrictions contained therein as follows (describe non-compliance)

_____
_____
_____

Signature _____ Date_____

Please return this form to: Cris Pretko or Records Center, HMWMD
Colorado Department of Public Health and Environment
4300 Cherry Creek Drive South, HMWM B2
Denver, CO 80246-1530

ATTACHMENT C
COLORADO ENVIRONMENTAL COVENANTS
CERTIFICATION FORM

This form provides your written statement that you are in compliance with the environmental covenants required on your property as per the agreement executed between **[insert name of grantor]** and the Colorado Department of Public Health and Environment pursuant to C.R.S. 25-15-317 thru 327. Section 10 of this Environmental Covenant requires that you complete and return this form annually or otherwise certify that you are or are not in compliance with your covenant.

Property Name_ _____
Address of Property with covenant _____
_____

The restrictions that apply to my property as listed in Section 4 of the Environmental Covenant Agreement include (check all that apply)

- ☐ No well drilling for drinking water
- ☐ No well drilling at all
- ☐ Land use restrictions (e.g., use restricted to commercial development)
- ☐ Perform monitoring
- ☐ Provide access to property for others to perform monitoring
- ☐ No disturbance of monitoring wells
- ☐ No earthwork or disturbance of ground surface
- ☐ No disturbance of engineered structure (e.g., disposal cell cap)
- ☐ Perform maintenance of engineered structure
- ☐ Installation of radon or soil gas vent systems on new structures
- ☐ Other (describe) _____

Sign one of the following statements:

I hereby state that I am in compliance with the Environmental Covenant Agreement, and have followed all of the restrictions and requirements contained therein.

Signature _____ Date_____

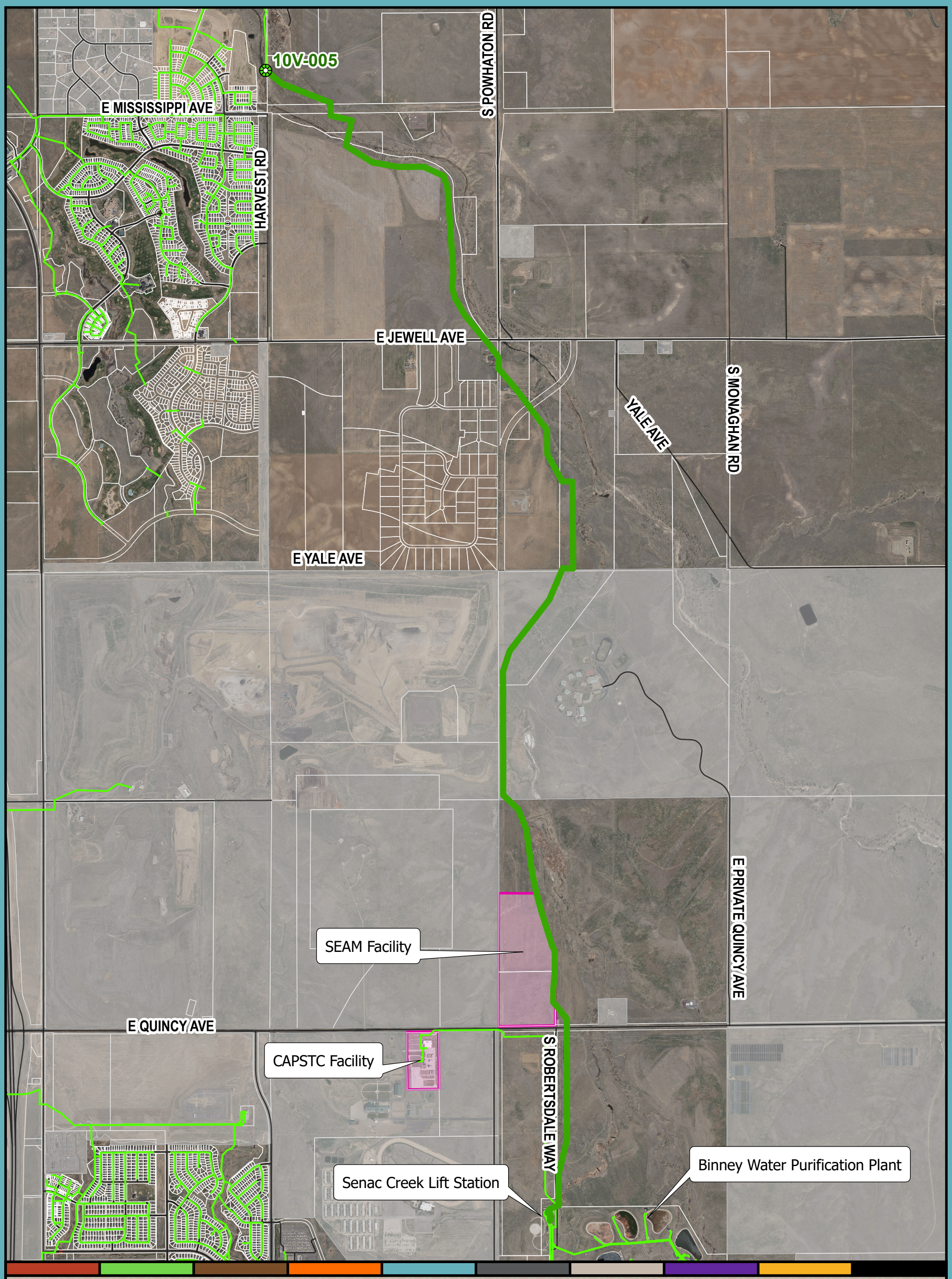
I hereby state that I am not in compliance with the Environmental Covenant Agreement, and have violated restrictions contained therein as follows (describe non-compliance)

_____
_____
_____

Signature _____ Date_____

Please return this form to: Cris Pretko or Records Center, HMWMD
Colorado Department of Public Health and Environment
4300 Cherry Creek Drive South, HMWM B2
Denver, CO 80246-1530

GIS Map: Amended and Restated Environmental Covenant, Sections 4 & 9 Property



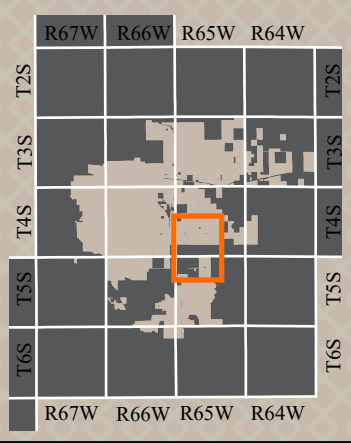
Senac Creek Sewer Interceptor

Aurora Water

15151 E. Alameda Pkwy, Aurora, CO 80012 USA
www.auroragov.org | 303-739-7370
waterengrgis@auroragov.org

February 24, 2021

Aurora is Worth Discovering!



Legend

- Manhole
- Senac Creek Interceptor
- Sanitary Sewer Pipe
- City Facility
- Outside Aurora City Limits

Miles 0 0.25 0.5

Author: lcarmack **Date:** 2/24/2021 **APRX Path:** I:\GIS\Arc10_MXDs\Utilities\WASTE_SenacCreekInterceptor\WASTE_SenacCreekInterceptor.aprx

CITY OF AURORA
Council Agenda Commentary

Item Title: A Resolution to Approve the Velocity No. 1 Metropolitan District Amended and Restated Service Plan Amendment
Item Initiator: Cesarina Dancy, Development Project Manager, Office of Development Assistance
Staff Source/Legal Source: Jacob Cox, Manager, Office of Development Assistance / Brian Rulla, Assistant City Attorney
Outside Speaker:
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 6/7/2021

Regular Meeting: 6/14/2021

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

☒ Approve Item as proposed at Study Session

☐ Information Only

☐ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as proposed at Regular Meeting

☐ Approve Item with Waiver of Reconsideration

Why is a waiver needed?Click or tap here to enter text.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 5/25/2021

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Recommendation Report Attached

☒ Minutes Attached

☐ Minutes Not Available

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

The Velocity Metropolitan Districts Nos. 1-9 were approved by the City of Aurora in 2007. The district is located generally northeast of Harvest Road and 56th Avenue. Velocity Metropolitan District No. 1 is requesting that City Council approve the attached Amended and Restated Service Plan.

Velocity Metropolitan District No.1 is part of the Porteos Master Plan development. The Porteos development is entirely commercial and industrial, and no residential development is planned.

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

Velocity Metropolitan District No. 1 is requesting approval of an Amended and Restated Service Plan (attached) that increases the Districts' total debt issuance limitations from $100,000,000 to $195,000,000. The Service Plan Amendment is limited to this and does not otherwise amend the Service Plan. The District has outlined their financial plan in the transmittal letter (attached). This request is being made due to increasing costs and in anticipation of refinancing the Districts' outstanding bonds in the next 3-5 years to reduce long-term costs. This service plan will be approved by resolution.

QUESTIONS FOR COUNCIL

Does Council wish to move this item forward to the June 14, 2021 Regular Meeting?

LEGAL COMMENTS

Title 32, Article 1, C.R.S., as amended, and Section 122-36(b) of the City Code each provide that material modifications to an approved metropolitan district service plan may be made by the board of directors of a district only by petition to and approval by the City Council in substantially the same manner as provided for in the approval for an original service plan.

Section 122-32 of the City Code requires that the City Council conduct a public hearing regarding approval of the proposed district and its service plan. Therefore, a public hearing is required prior to material modifications of the service plan pursuant to Section 122-36(b).

The approval of the Amended Intergovernmental Agreement requires a resolution pursuant to City Charter Section 10-12. (Rulla)

PUBLIC FINANCIAL IMPACT

☐ YES ☒ NO

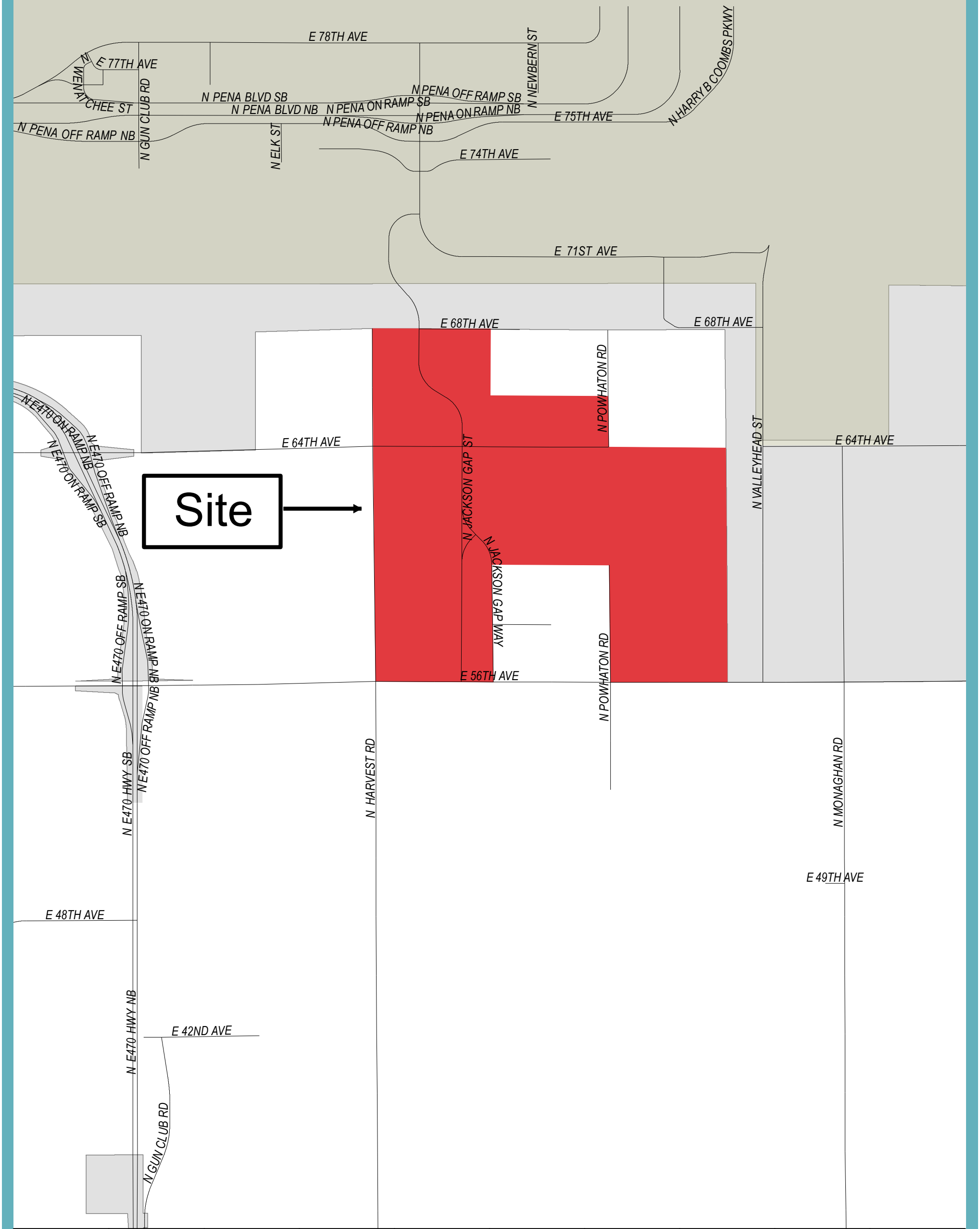
If yes, explain:

PRIVATE FISCAL IMPACT

☐ Not Applicable ☒ Significant ☐ Nominal

If Significant or Nominal, explain:

The Velocity No. 1 Metropolitan District is a Title 32 District which has the authority to levy a property tax within the boundaries of the District. Changes made to the service plan regarding debt limitation will have a private fiscal impact on the owners of such property. The proposed debt limit increase should benefit the owners of property within the District by allowing additional resources for infrastructure construction.



Planning & Development Services

15151 E. Alameda Pkwy
Aurora CO 80012 USA
www.auroragov.org
303-739-7250
GIS@auroragov.org

Miles
0 0.275 0.55

City of Aurora, Colorado
Velocity Metropolitan District

June 25, 2019

Aurora is Worth Discovering!

Metro Districts
- Velocity Metropolitan District

6/25/2019 C:\Users\pcturner\Desktop\Velocity.mxd

ICENOGLE SEAVER POGUE

May 18, 2021

VIA EMAIL
Cesarina Dancy
Development Project Manager
City of Aurora
Office of Development Assistance
15151 E. Alameda Parkway, Suite 5200
Aurora, CO 80012
cdancy@auroragov.org

RE: Velocity Metropolitan District Nos. 1-9
First Amended and Restated Service Plans

Dear Ms. Dancy,

On behalf of the Velocity Metropolitan District Nos. 1-9 (individually, "District No. 1," "District No. 2," "District No. 3," "District No. 4," "District No. 5," "District No. 6," "District No. 7," "District No. 8," and "District No. 9;" collectively, the "Districts"), we hereby submit for filing with the City of Aurora proposed First Amended and Restated Service Plans for the Districts (collectively, the "Amended and Restated Service Plans"). Our firm, Icenogle Seaver Pogue, P.C., is legal counsel to the Districts. In connection with our preparation of the Amended and Restated Service Plans, we have used the City's "Multiple District Multiple Service Plan" model service plan.

The Districts' individual, original Service Plans were approved by the City Council in 2007 via resolution No. R2007-89. In 2019, the City Council approved the First Amendments to the Districts' Service Plans via Resolution No. R2019-07 (the "First Amendments"). The purpose of the First Amendments was to increase the Districts' respective total debt issuance limitation from $50,000,000 (for District Nos. 1, 2, and 3) and $75,000,000 (for District Nos. 4, 5, 6, 7, 8, and 9) to $100,000,000. Subsequently, the Service Plans for District Nos. 4, 5, and 6 were amended again in 2019 pursuant to City Council Ordinance No. 2019-44 (the "Second Amendments"). The Second Amendments allowed for increases in the authorized Aurora Regional Improvement mill levy upon satisfaction of certain conditions. The increases authorized in the Second Amendments for District Nos. 4, 5, and 6 are reflected in the Amended and Restated Service Plans for those Districts only.

The property within the Districts' boundaries and service area is being developed for commercial and industrial uses as part of the Porteos development. Development is currently ongoing.

The primary purpose of the Amended and Restated Service Plans is to increase the Districts' total "Debt" (as such term is defined in the Amended and Restated Service Plans) issuance limitations from $100,000,000 to $195,000,000. The debt limits reported in Sections V.A.10. (Total Debt Issuance Limitation) and VII.A. (Financial Plan – General) do not include any debt associated with regional improvements as described in the last sentence of Section VI.C. The Districts are pursuing the Amended and Restated Service Plans due to increasing costs and in anticipation of refinancing the Districts' outstanding bonds (as described below) in the next three to five years to reduce long-term costs. As further

Alan D. Pogue | APogue@isp-law.com | Direct 303.867.3006
4725 S. Monaco St., Suite 360 | Denver, CO 80237 | 303.292.9100 | fax 303.292.9101 | www.isp-law.com

described below, each District's total debt issuance limitation must be increased to create and preserve the opportunity for a future refinancing.

On February 14, 2019, District No. 3 issued its Limited Tax General Obligation Bonds, Series 2019 in the principal amount of $76,110,000 (the "District 3 Series 2019 Bonds"). In connection with this issue, District No. 2 and District No. 9 pledged certain mill levy revenues to the payment of the District 3 Series 2019 Bonds and allocated all of the indebtedness represented thereby to each pledging District. Accordingly, even though the District 3 Series 2019 Bonds represent a total debt issuance of $76,110,000, the debt amount is counted three times over (once per District) because District No. 3, District No. 2, and District No. 9 each allocated $76,110,000 to payment of the District 3 Series 2019 Bonds. Therefore, the remaining Service Plan debt authorization under the current total debt issuance limitation for District No. 3, District No. 2, and District No. 9 is $23,890,000 each.

Similarly, on October 30, 2020, District No. 5 issued its Limited Tax General Obligation Bonds, Series 2020A-1 in the principal amount of $21,570,000 and its Limited Tax General Obligation Convertible Capital Appreciation Bonds, Series 2020A-2 in the original principal amount of $17,233,312 ($26,200,000 at current interest conversion date) (the "District No. 5 Series 2020 Bonds"). In connection with this issue, District No. 4, District No. 6, District No. 7, and District No. 8. pledged certain mill levy revenues to the payment of the District 5 Series 2020 Bonds and allocated all of the indebtedness represented thereby to each pledging District. Accordingly, the remaining Service Plan debt authorization under the current total debt issuance limitation for District No. 5, District No. 4, District No. 6, District No. 7, and District No. 8 is $61,196,688 each.

The Districts currently intend to pursue refinancing of their outstanding debt, including the District No. 3 Series 2019 Bonds and the District No. 5 Series 2020 Bonds, in the next three to five years. We are considering currently that the refinancing could be accomplished through the Porteos Business Improvement District, with pledges from each of the Districts. This refinancing structure would use the same portion of each of the pledging Districts' total authorized debt pursuant to the Service Plans. Accordingly, the Districts are seeking to increase their total debt issuance limitation as authorized by their respective Service Plans for the reasons described herein and in anticipation of this future refinancing. In accordance with City policy, the Districts are amending and restating their separate service plans to comply with the current City model service plan.

Please let me know if we can assist in preparing these Amended and Restated Service Plans and if you have any questions.

Sincerely,

ICENOGLE SEAVER POGUE
A Professional Corporation

Alan D. Pogue

cc: Brian J. Rulla, Assistant City Attorney

Enclosures

Alan D. Pogue | APogue@isp-law.com | Direct 303.867.3006

4725 S. Monaco St., Suite 360 | Denver, CO 80237 | 303.292.9100 | fax 303.292.9101 | www.isp-law.com

FIRST AMENDED AND RESTATED

SERVICE PLAN

FOR

VELOCITY METROPOLITAN DISTRICT NO. 1

CITY OF AURORA, COLORADO

Prepared

by

ICENOGLE SEAVER POGUE, P.C.
4725 S. MONACO STREET, SUITE 360
DENVER, CO 80237

May 18, 2021

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LIST OF EXHIBITS

EXHIBIT A	Legal Descriptions
EXHIBIT B	Aurora Vicinity Map
EXHIBIT C-1	Current District Boundary Map
EXHIBIT C-2	Inclusion Area Boundary Map
EXHIBIT D	Intergovernmental Agreement between the District and Aurora

I. INTRODUCTION

A. Purpose and Intent.

The District was formed on June 6, 2008 following approval by the City Council of the District's original service plan, as subsequently amended.[1] The District is amending its original service plan due to increasing costs and to facilitate future funding and refinancing of the Public Improvements required to serve the Project. This Service Plan is intended to modify, replace, restate and superseded the original service plan, as amended, in its entirety.

The District is an independent unit of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Service Plan, its activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Service Plan. It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these Public Improvements.

The District is not being created to provide ongoing operations and maintenance services other than as specifically set forth in this Service Plan.

B. Need for the District.

There are currently no other governmental entities, including the City, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the City Regarding District's Service Plan.

The City's objective in approving the Service Plan for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for residential properties and at a tax mill levy no higher than the Maximum Debt Mill Levy for commercial and residential properties, and/or repaid by Fees, as long as such Fees are not imposed upon or collected from Taxable Property owned or occupied by an End User for the purpose of creating a capital cost payment obligation as further described in Section V.A.11. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax and Fee burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

[1] The original service plan was approved by the City Council on December 17, 2007 and amended by a first amendment thereto approved by the City Council on February 4, 2019.

This Service Plan is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs. Operational activities are allowed, but only through an intergovernmental agreement with the City.

It is the intent of the District to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt, and if the District has authorized operating functions under an intergovernmental agreement with the City, to retain only the power necessary to impose and collect taxes or Fees to pay for these costs.

The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Fees or from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy on commercial and residential properties and which shall not exceed the Maximum Debt Mill Levy Imposition Term on residential properties. It is the intent of this Service Plan to assure to the extent possible that no commercial or residential property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no property developed for a residential use bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District. With regard to Regional Improvements, this Service Plan also provides for the Districts to pay a portion of the cost of regional infrastructure as part of ensuring that development and those that benefit from development pay for the associated costs.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Approved Development Plan: means a Framework Development Plan or other process established by the City for identifying, among other things, Public Improvements necessary for facilitating development for property within the Service Area as approved by the City pursuant to the City Code and as amended pursuant to the City Code from time to time.

ARI or Regional Improvements: means Aurora Regional Improvements.

ARI Authority: means one or more Authorities established by an ARI Authority Establishment Agreement.

ARI Establishment Agreement: means an intergovernmental agreement establishing an ARI Authority which has, at minimum, Title 32 special districts from three (3) or more Approved Development Plan areas as parties to the Agreement.

ARI Master Plan: means one or more master plans adopted by an ARI Authority establishing Regional Improvements which will benefit the taxpayers and service users of

the Districts which constitute such ARI Authority, which master plan will change from time to time.

ARI Mill Levy: means the following:

A. For districts with property within their boundaries developed with any residential uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20^{th}) year; and (ii) shall be five (5) mills from the twenty-first (21^{st}) year through the fortieth (40^{th}) year or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs; and (iii) for an additional ten (10) years, the mill levy shall be equal to the average debt service mill levy imposed by such district in the ten (10) years prior to the date of repayment of the debt incurred for Public Improvements other than Regional Improvements; and

B. For districts with property within their boundaries developed solely for commercial uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20^{th}) year; (ii) shall be one and one-half (1.5) mills from the twenty-first (21^{st}) year through the date of repayment of debt incurred for Public Improvements, other than Regional Improvements; and (iii) for five (5) years thereafter, the mill levy shall be the lesser of twenty (20) mills or a mill levy equal to the average debt service mill levy imposed by such district in the ten (10) years prior to the date of repayment of debt issued for Public Improvements, other than Regional Improvements; and

C. Any district may, pursuant to any intergovernmental agreement with the City, extend the term for application of the ARI Mill Levy beyond the years set forth in A and B above. The Maximum Mill Levy Imposition Term shall include the terms set forth in A and B above and any extension of the term as approved in an intergovernmental agreement as described herein.

D. All mills described in this ARI Mill Levy definition shall be subject to adjustment as follows: On or after January 1, 2004, if there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the one (1) mill levy described above may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes, for purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

Board: means the board of directors of the District.

Bond, Bonds or Debt: means bonds or other obligations for the payment of which the District has promised to impose an *ad valorem* property tax mill levy, and/or collect Fee revenue.

City: means the City of Aurora, Colorado.

City Code: means the City Code of the City of Aurora, Colorado.

City Council: means the City Council of the City of Aurora, Colorado.

Current District Boundaries: means the boundaries of the area described in the Current District Boundary Map.

District: means Velocity Metropolitan District No. 1.

Districts: means District No. 1 and District Nos. 2, 3, 4, 5, 6, 7, 8, and 9, collectively.

End User: means any owner, or tenant of any owner, of any taxable improvement within the Districts who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

External Financial Advisor: means a consultant that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Fee(s): means any fee imposed by the Districts for services, programs or facilities provided by the Districts, as described in Section V.A.11. below.

Financial Plan: means the combined Financial Plan of the Districts as described in Section VII which describes (i) how the Public Improvements are to be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

Inclusion Area Boundaries: means the boundaries of the area described in the Inclusion Area Boundary Map.

Inclusion Area Boundary Map: means the map attached hereto as **Exhibit C-2**, describing the property proposed for inclusion within one, but not any more than one, of the boundaries of the Districts.

Current District Boundary Map: means the map attached hereto as **Exhibit C-1**, describing the District's current boundaries.

Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt as set forth in Section VII.C below.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy on a particular property developed for residential uses as set forth in Section VII.D below.

Project: means the development or property commonly referred to as Porteos or Velocity.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act, except as specifically limited in Section V below to serve the future taxpayers and inhabitants of the Service Area as determined by the Board of the District.

Regional Improvements: means Public Improvements and facilities that benefit the Service Area and which are to be financed pursuant to Section VI below.

Service Area: means the property within the Current District Boundary Map and the Inclusion Area Boundary Map.

Service Plan: means this service plan for the District approved by City Council.

Service Plan Amendment: means an amendment to the Service Plan approved by City Council in accordance with the City's ordinance and the applicable state law.

Special District Act: means Section 32-1-101, et seq., of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real or personal property within the Service Area subject to ad valorem taxes imposed by the Districts.

III. BOUNDARIES

The area of the Current District Boundaries includes approximately one quarter (0.25) acres and the total area proposed to be included in the Inclusion Area Boundaries is approximately one thousand four hundred forty-seven (1,447) acres. A legal description of the Current District Boundaries and the Inclusion Area Boundaries is attached hereto as **Exhibit A**.

A vicinity map is attached hereto as **Exhibit B**. A map of the Current District Boundaries is attached hereto as **Exhibit C-1**, and a map of the Inclusion Area Boundaries is attached hereto as **Exhibit C-2**. It is anticipated that the District's boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Section 32-1-401, et seq., C.R.S., and Section 32-1-501, et seq., C.R.S., subject to the limitations set forth in Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately one thousand four hundred forty-seven (1,447) acres of commercial and industrial land. The current assessed valuation of the Service Area is $34,630,970.00 for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The population of the District at build-out is estimated to be approximately zero (0) people.

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Service Plan Amendment.

The District shall have the power and authority to provide the Public Improvements and related operation and maintenance services within and without the boundaries of the District as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

In connection with the performance of all acts or activities hereunder, the District shall not violate any protection clauses of the United States or Colorado State Constitutions. The District shall not discriminate against any person because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability, and further shall insert the foregoing provision in contracts or subcontracts let by the District to accomplish the purposes of this service plan.

1. Operations and Maintenance Limitation. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements to the City or other appropriate jurisdiction or owner's association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The Districts shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements

and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto. Any Fee imposed by the Districts for access to such park and recreation improvements shall not result in Non-District Aurora residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the Districts. However, the Districts shall be entitled to impose an administrative Fee as necessary to cover additional expenses associated with Non-District Aurora residents to ensure that such costs are not the responsibility of Districts residents. All such Fees shall be based upon the Districts' determination that such Fees do not exceed reasonable annual market fees for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the Districts shall be open to the general public and Non-District Aurora residents, subject to the rules and regulations of the Districts as adopted from time to time. Trails which are interconnected with a city or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the Districts.

2. Fire Protection Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction Limitation. Acknowledging that the City has financed public golf courses and desires to coordinate the construction of public golf courses in the City's boundaries, the District shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

5. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

8. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

9. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Fees used for the purpose of repayment of Debt.

10. Total Debt Issuance Limitation. The District shall not issue Debt in excess of One Hundred Ninety-Five Million Dollars ($195,000,000).

11. Fee Limitation. Each of the Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

12. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the District without any limitation.

13. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City, unless such consolidation is with one or more of the Districts.

14. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

15. Service Plan Amendment Requirement. This Service Plan has been designed with sufficient flexibility to enable the District to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the District which violate the limitations set forth in V.A.1-14 above or in VII.B-G. shall be deemed to be material modifications to this Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

B. Preliminary Engineering Survey.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the District, to be more specifically defined in an Approved Development Plan. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the Service Area and is approximately Six Hundred Million Dollars ($600,000,000).

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the City and shall be in accordance with the requirements of the Approved Development Plan. All construction cost

estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

C. Multiple District Structure.

It is anticipated that the Districts, collectively, will undertake the financing and construction of the improvements contemplated herein. Specifically, the Districts shall enter into one or more intergovernmental agreements which shall govern the relationships between and among the Districts with respect to the financing, construction and operation of the improvements contemplated herein. The District will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements.

VI. REGIONAL IMPROVEMENTS

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of participation in the alternatives set forth in Section VI.A, B or C below.

The District shall impose the ARI Mill Levy and shall convey it as follows:

A. If the District has executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the terms of which provide for the City to appoint no less than thirty percent (30%) and no more than forty-nine percent (49%) of the board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

B. If the City and the District have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the District in accordance with such agreement; or

C. If neither Section VI.A nor VI.B above is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under this Section VI and shall not expend such revenue until an intergovernmental agreement is executed between the District establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the Service Plan by the City and neither Section VI.A nor VI.B above have occurred within two (2) years from the date of the approval of the Service Plan by the City, then the revenue from

the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the District as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, the District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI. B above. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Section VI.A, B or C set forth above, unless the City has agreed otherwise in writing; provided, however in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. The District shall cease to be obligated to impose, collect and convey to the City the revenue from the ARI Mill Levy described in this Section VI at such time as the area within the District's boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements. The Porteos Business Improvement District shall not be a Business Improvement District for purposes of this paragraph.

The District shall have the authority to issue Debt for the Regional Improvements, in an amount not to exceed Seventy-Five Million Dollars ($75,000,000) pursuant to agreements as described in VI.A, B or C above.

VII. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy and other legally available revenues. The total Debt that the District shall be permitted to issue shall not exceed One Hundred Ninety-Five Million Dollars ($195,000,000) and shall be permitted to be issued on a schedule and in such year or years as the District determine shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. All bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including general ad valorem taxes and Fees to be imposed upon all Taxable Property within the District. The District will also rely

upon various other revenue sources authorized by law. These will include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy.

The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

1. For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 below; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

2. For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

3. For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 above, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each

of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

D. Maximum Debt Mill Levy Imposition Term.

The District shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI. Other than the ARI Mill Levy, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

E. Debt Repayment Sources.

The District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance. The District may also rely upon various other revenue sources authorized by law. At the District's discretion, these may include the power to assess fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(l), C.R.S., as amended from time to time. In no event shall the debt service mill levy in the District exceed the Maximum Debt Mill Levy or, for residential property within the District, the Maximum Debt Mill Levy Imposition Term, except pursuant to an intergovernmental agreement between the District and the City for Regional Improvements.

F. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

> By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

G. Security for Debt.

The District shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the City of payment of any of the District's obligations; nor shall

anything in the Service Plan be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

H. TABOR Compliance.

The District will comply with the provisions of TABOR. In the discretion of the Board, the District may set up other qualifying entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by the District will remain under the control of the District's Board.

I. District's Operating Costs.

The cost of acquiring land, engineering services, legal services and administrative services, together with the costs of the District's organization and initial operations, have been reimbursed from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The current year's operating budget is Twenty-One Thousand Three Hundred Eighty-Two Dollars ($21,382) which is derived from property taxes and other revenues.

The Maximum Debt Mill Levy for the repayment of Debt shall not apply to the District's ability to increase its mill levy as necessary for provision of operation and maintenance services to its taxpayers and service users.

VIII. ANNUAL REPORT

A. General.

The District shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.

2. Intergovernmental Agreements with other governmental entities, either entered into or proposed as of December 31 of the prior year.

3. Copies of the District's rules and regulations, if any as of December 31 of the prior year.

4. A summary of any litigation which involves the District Public Improvements as of December 31 of the prior year.

5. Status of the District's construction of the Public Improvements as of December 31 of the prior year.

6. A list of all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of December 31 of the prior year.

7. The assessed valuation of the District for the current year.

8. Current year budget including a description of the Public Improvements to be constructed in such year.

9. Audit of the District's financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.

10. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.

11. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

IX. DISSOLUTION

Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

X. DISCLOSURE TO PURCHASERS

The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, Fees, tolls and charges. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

XI. INTERGOVERNMENTAL AGREEMENT

The form of the intergovernmental agreement required by the City Code, relating to the limitations imposed on the District's activities, is attached hereto as **Exhibit D**. The District shall approve the intergovernmental agreement in the form attached as **Exhibit D** at its first Board meeting after its organizational election. Failure of the District to execute the

intergovernmental agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The City Council shall approve the intergovernmental agreement in the form attached as **Exhibit D** at the public hearing approving the Service Plan.

XII. CONCLUSION

It is submitted that this Service Plan for the District, as required by Section 32-1-203(2), C.R.S., and Section 122-35 of the City Code, establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;

2. The existing service in the area to be served by the District is inadequate for present and projected needs;

3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries; and

4. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

5. Adequate service is not, and will not be, available to the area through the City or county or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.

6. The facility and service standards of the District are compatible with the facility and service standards of the City within which the special district is to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.

7. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the City Code.

8. The proposal is in compliance with any duly adopted City, regional or state long-range water quality management plan for the area.

9. The creation of the District is in the best interests of the area proposed to be served.

EXHIBIT A

Legal Descriptions

CURRENT DISTRICT BOUNDARIES

EXHIBIT A
DIRECTOR PARCEL – VELOCITY METROPOLITAN DISTRICT NO. 1
SW 1/4 SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST, 6TH P.M.

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND CONSIDERING THE WEST LINE OF SAID SOUTHWEST QUARTER, BEING MONUMENTED AS SHOWN ON THE ATTACHED EXHIBIT, TO BEAR NORTH 00°37'54" WEST, 2651.38 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 00°37'54" WEST ALONG SAID WEST LINE, A DISTANCE OF 1320.00 FEET;

THENCE NORTH 89°22'06" EAST, A DISTANCE OF 105.00 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 00°37'54" WEST, A DISTANCE OF 105.00 FEET;

THENCE NORTH 89°22'06" EAST, A DISTANCE OF 105.00 FEET TO A POINT ON THE EASTERLY LINE OF THAT PUBLIC SERVICE COMPANY OF COLORAD EASEMENT AS DECSCRIBED IN DEED RECORDED IN BOOK 5364 AT PAGE 596 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;

THENCE SOUTH 00°37'54" EAST ALONG SAID EASTERLY LINE, A DISTANCE OF 105.00 FEET;

THENCE SOUTH 89°22'06" WEST, A DISTANCE OF 105.00 FEET TO THE **POINT OF BEGINNING,**

SAID PARCEL CONTAINING A CALCULATED AREA OF 11,025 SQUARE FEET OR 0.253 ACRE, MORE OR LESS.

THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

I, WILLIAM F. HESSELBACH JR., A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

WILLIAM F. HESSELBACH JR., P.L.S. 25369
FOR AND ON BEHALF OF
CVL CONSULTANTS OF COLORADO, INC.
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112

Inclusion Area Boundaries:

A PARCEL OF LAND BEING ALL OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION 4, THE SOUTH ONE-HALF (S ½) OF SECTION 5, THE NORTH ONE-HALF (N ½) OF SECTION 8, A PART OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 8 AND THE WEST ONE-HALF (W ½) OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 5; THENCE S89°40'05"E, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5, A DISTANCE OF 2659.06 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF SAID SECTION 5;
THENCE S89°40'05"E, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 5, A DISTANCE OF 2655.55 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST ONE-QUARTER OF SAID SECTION 5,
THENCE N89°42'57"E, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 4, A DISTANCE OF 2640.56 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF SAID SECTION 4,
THENCE S00°30'38"E, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 2674.79 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF SAID SECTION 9;
THENCE S00°26'59"E, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 2643.86 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF SAID SECTION 9;
THENCE S00°26'59"E , ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 2649.32 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 9;
THENCE S89°57'02"W, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 2639.17 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST ONE-QUARTER OF SAID SECTION 9;
THENCE N00°37'57"W, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 2651.44 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 8;
THENCE N89°43'56"W, ALONG THE SOUTH LINE OF SAID NORTHEAST ONE-QUARTER OF SAID SECTION 8, A DISTANCE OF 2651.88 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 8;
THENCE S00°37'45"E, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 8, A DISTANCE OF 2544.11 FEET TO A POINT 110.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 8;
THENCE N89°47'21"W, PARALLEL WITH AND 110.00 FEET NORTH OF SAID SOUTH LINE, A DISTANCE OF 2651.98 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 8;
THENCE N00°47'40"W, ALONG THE SAID WEST LINE, A DISTANCE OF 2546.87 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 8;

THENCE N00°46'20"W, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 8, A DISTANCE OF 2655.83 FEET TO THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 8;
THENCE N00°06'30"W, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 5, A DISTANCE OF 2655.98 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 1,286.909 ACRES (56,057,763 SQ. FT.) OF LAND MORE OR LESS.

PREPARED BY:
JANET A. CALDWELL, P.L.S. 29027
FOR AND ON BEHALF OF THE LUND PARTNERSHIP, INC.
12265 W. BAYAUD AVE., SUITE 130
LAKEWOOD, COLORADO 80228

TOGETHER WITH THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, STATE OF COLORADO, CONTAINING APPROXIMATELY 160.000 ACRES (6,969,600 SQ. FT.) OF LAND MORE OR LESS.

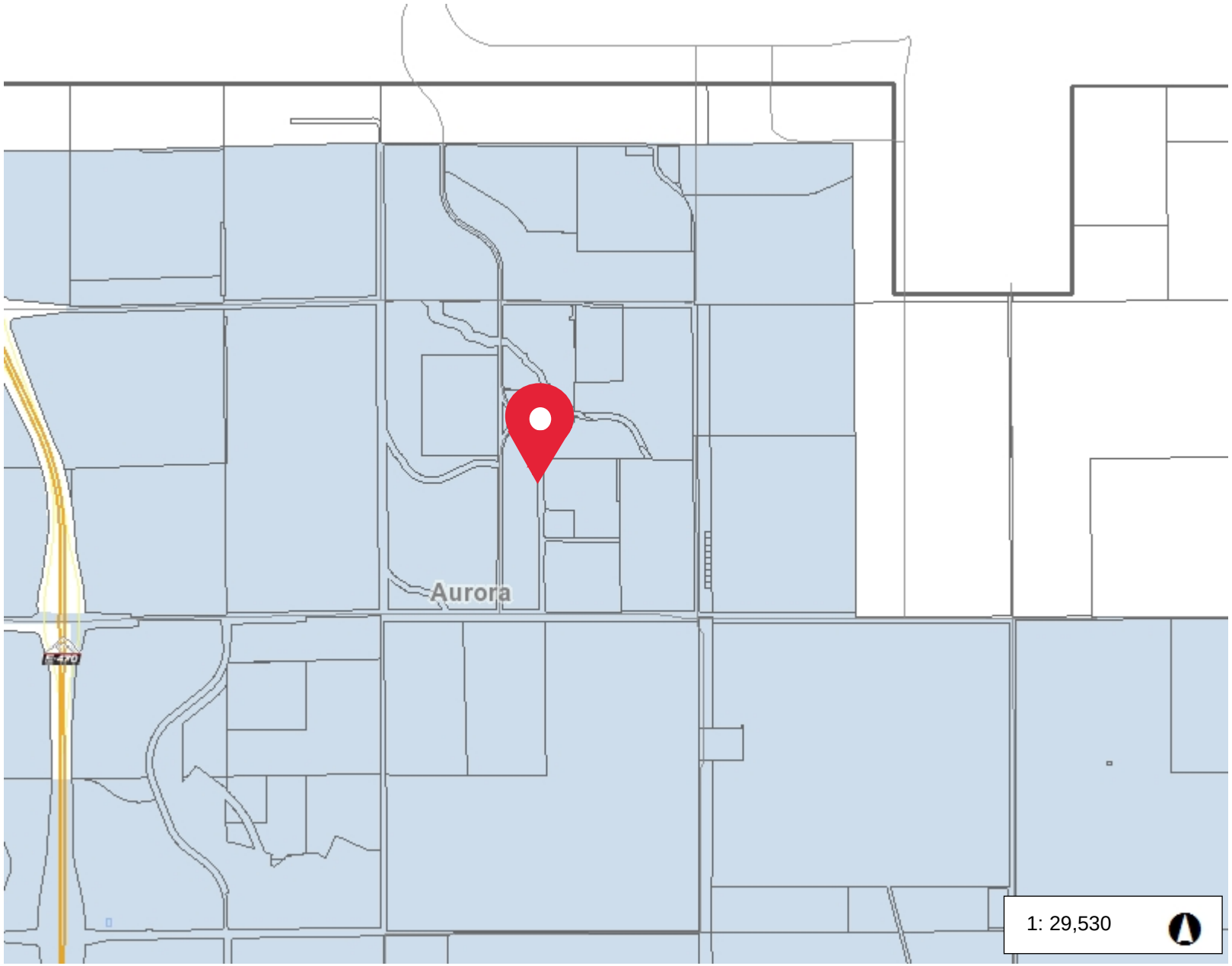
CONTAINING A NET TOTAL OF APPROXIMATELY 1,446.909 ACRES OF LAND MORE OR LESS.

EXHIBIT B

Aurora Vicinity Map

ADAMS COUNTY
COLORADO

Vicinity Map



Interstate
Highway
Tollway
Parcels
County Boundary
City

Aurora

1: 29,530

0.9 0 0.47 0.9 Miles

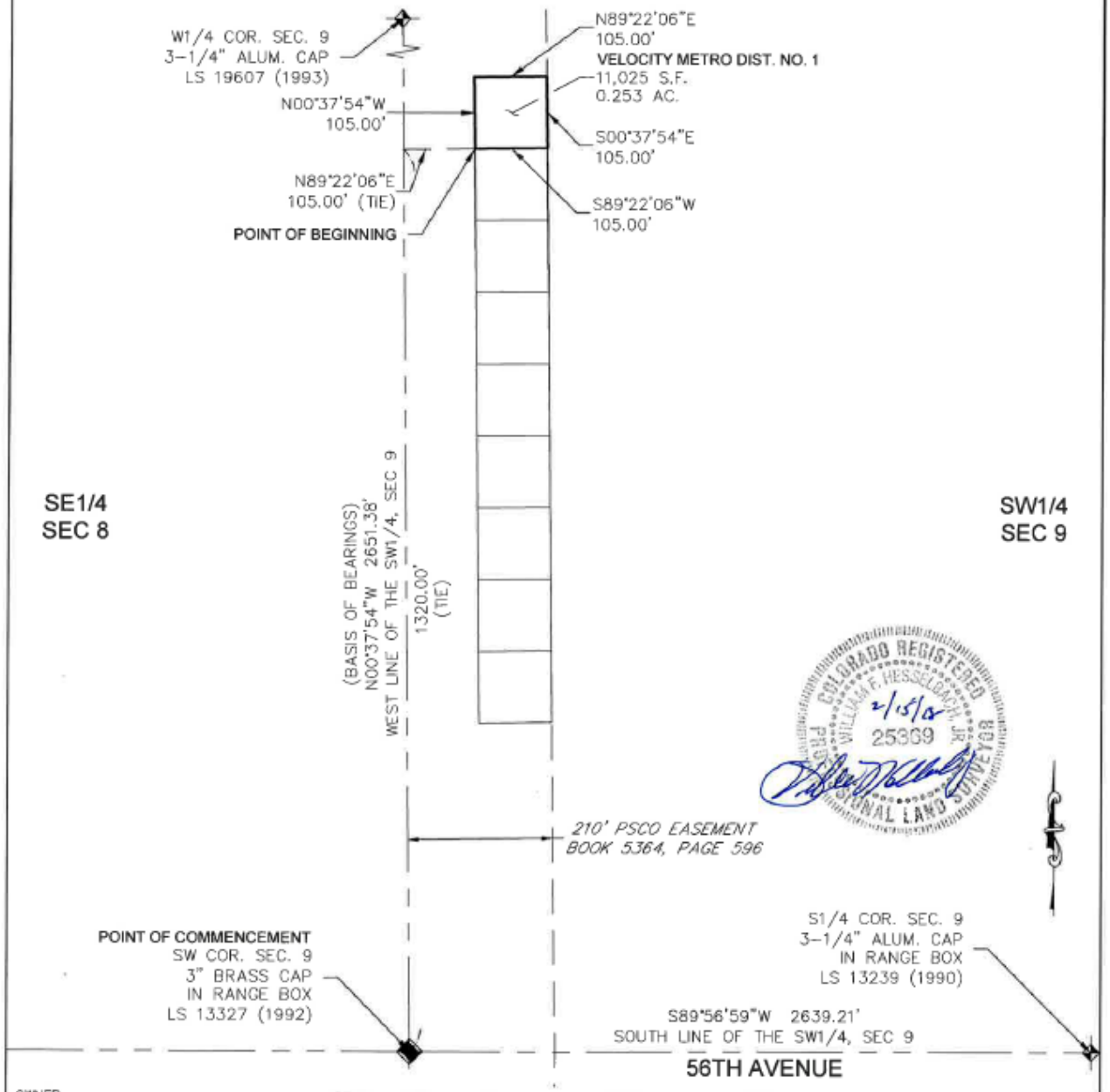
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

EXHIBIT C-1

Current District Boundary Map

EXHIBIT



OWNER:
ACP DIA 1287 INVESTORS, LLC.
C/O A&C PROPERTIES
4530 E. SHEA BOULEVARD, SUITE 100
PHOENIX, AZ 85028
PROPERTY ADDRESS: VACANT LAND

THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

CITY OF AURORA, COLORADO

BY: MJP	SCALE: 1" = 200'	R.O.W.
CK'D: WFH	DATE: 2/15/2018	JOB NO. 8130249702

DIRECTOR'S PARCEL, VELOCITY METROPOLITAN DISTRICT NO. 1, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH P.M., CITY OF AURORA, ADAMS COUNTY, COLORADO.

EXHIBIT C-2

Inclusion Area Boundary Map

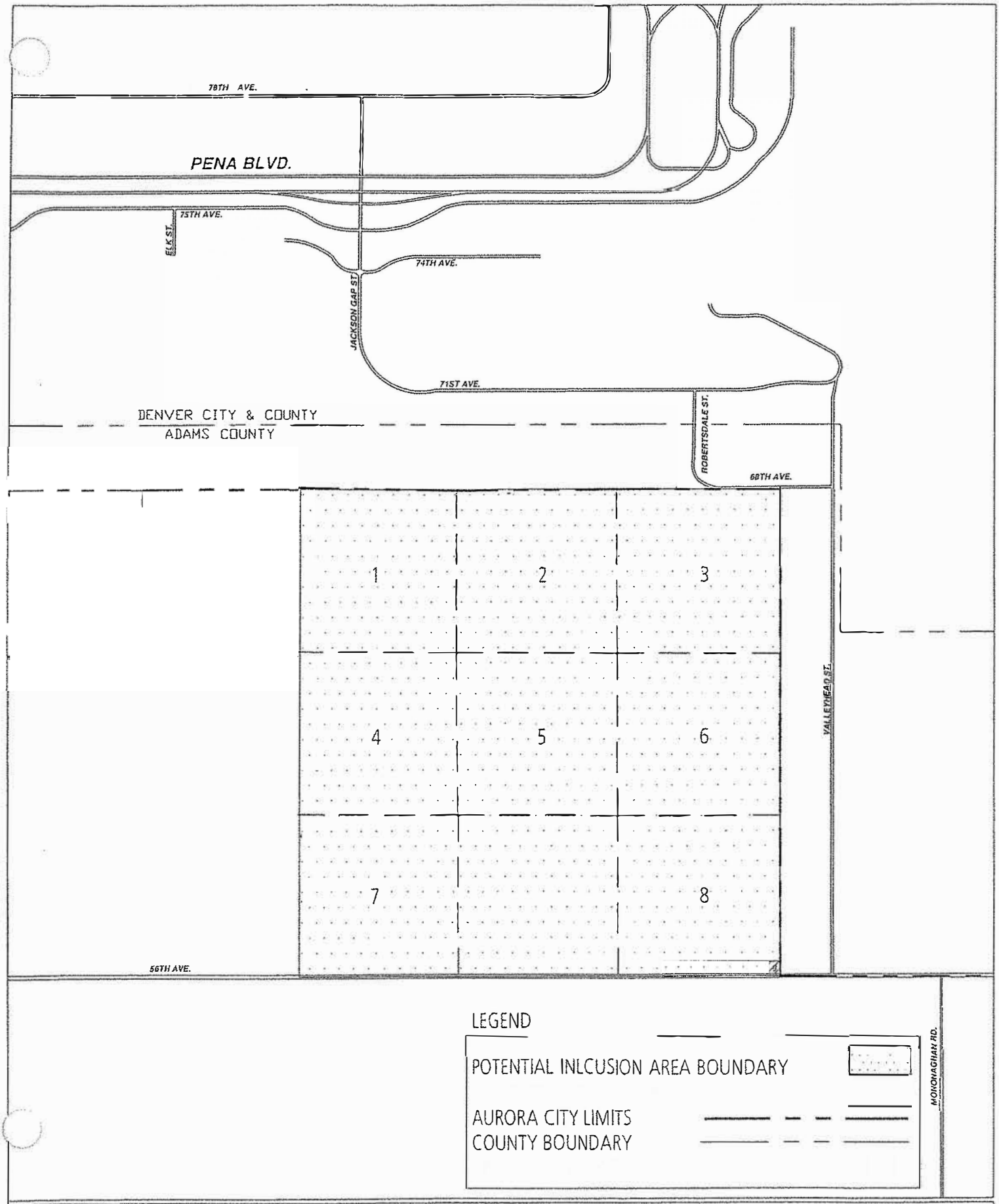


EXHIBIT C -2

Velocity Metropolitan District

Inclusion Area Boundary Map

CIVITAS

1200 Bannock Street
Denver, Colorado 80204
Tel: 303.571.0553

EXHIBIT D

Intergovernmental Agreement between the District and Aurora

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF AURORA, COLORADO
AND
VELOCITY METROPOLITAN DISTRICT NO. 1

THIS AGREEMENT is made and entered into as of this ___ day of _____, _____, by and between the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado ("City"), and VELOCITY METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"). The City and the District are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District's First Amended and Restated Service Plan approved by the City on __ _____ ("Service Plan"); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the City and the District, as required by the Aurora City Code; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement ("Agreement").

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Operations and Maintenance. The Districts shall dedicate the Public Improvements (as defined in the Service Plan) to the City or other appropriate jurisdiction or owner's association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The Districts shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto.

Any Fee imposed by the District for access to such park and recreation improvements shall not result in Non-District City residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the District. However, the District

shall be entitled to impose an administrative fee as necessary to cover additional expenses associated with Non-District City residents to ensure that such costs are not the responsibility of District residents. All such Fees shall be based upon the District's determination that such Fees do not exceed reasonable annual market fee for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the Districts shall be open to the general public and Non-District City residents, subject to the rules and regulations of the Districts as adopted from time to time. Trails which are interconnected with a city or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the Districts.

2. Fire Protection. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction. The District shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

5. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction and of those special districts that qualify as "interested parties" under Section 32-1-204(1), C.R.S., as applicable. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the

Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

8. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not any time exceed the Maximum Debt Mill Levy of the Districts.

9. Initial Debt. On or before the effective date of approval by the City of an Approved Development Plan (as defined in the Service Plan), the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any fees used for the purpose of repayment of Debt.

10. Total Debt Issuance. The District shall not issue Debt in excess of One Hundred Ninety-Five Million Dollars ($195,000,000).

11. Fee Limitation. Each of the Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

12. Debt Issuance Limitation. The District shall not be authorized to incur any indebtedness until such time as the District has approved and executed the IGA and approved the imposition of the Aurora Regional Improvement Mill Levy (as defined in the Service Plan) upon all taxable property located within the boundaries of the District.

13. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the District without any limitation.

14. Consolidation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City, unless such consolidation is with is with one or more of the Districts.

15. Bankruptcy. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

16. Dissolution. Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

17. Disclosure to Purchasers. The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, Fees, tolls and charges. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

18. Service Plan Amendment Requirement. Actions of the District which violate the limitations set forth in V.A.1-14 or VII.B-G of the Service Plan shall be deemed to be material modifications to the Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

19. Multiple District Structure. It is anticipated that the Districts, collectively, will undertake the financing and construction of the improvements contemplated herein. Specifically, the Districts shall enter into one or more intergovernmental agreements which shall govern the relationships between and among the Districts with respect to the financing,

construction and operation of the improvements contemplated herein. The District will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements.

20. Annual Report. The District shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued, pursuant to the City Code and containing the information set forth in Section VIII of the Service Plan.

21. Regional Improvements. The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of participation in the alternatives set forth in Section VI.A, B or C of the Service Plan.

The District shall impose the ARI Mill Levy and shall convey it as follows:

(a) If the District has executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the terms of which provide for the City to appoint no less than thirty percent (30%) and no more than forty-nine percent (49%) of the board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

(b) If the City and the District have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the District in accordance with such agreement; or

(c) If neither Section VI.A nor VI.B of the Service Plan is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under Section VI of the Service Plan and shall not expend such revenue until an intergovernmental agreement is executed between the District establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the Service Plan by the City and neither Section VI.A nor VI.B of the Service Plan have occurred within two (2) years from the date of the approval of the Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the District as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, the District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI. B of the Service Plan. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Section VI.A, B or C of the Service Plan, unless the City has agreed otherwise in writing; provided, however in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. The District shall cease to be obligated to impose, collect and convey to the City the revenue from the ARI Mill Levy described in Section VI of the Service Plan at such time as the area within the District's boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements.

22. Maximum Debt Mill Levy. The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

(a) For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 of the Service Plan; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

(b) For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

(c) For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 of the Service Plan, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by

such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

23. Maximum Debt Mill Levy Imposition Term. The District shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI of the Service Plan. Other than the ARI Mill Levy, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

24. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:
Velocity Metropolitan District No. 1
Icenogle Seaver Pogue, P.C.
4725 S. Monaco St., Suite 360
Attn: Alan D. Pogue
Phone: (303) 292-9100

To the City:
City of Aurora
15151 E. Alameda Pkwy., 5th Floor
Aurora, CO 80012
Attn: Daniel L. Brotzman, City Attorney
Phone: (303) 739-7030
Fax: (303) 739-7042

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

25. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

26. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

27. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

28. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

29. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

30. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

31. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

32. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

33. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

34. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

35. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

SIGNATURE PAGES TO INTERGOVERNMENTAL AGREEMENT

VELOCITY METROPOLITAN DISTRICT NO. 1

By: _____
President

Attest:

_____
Secretary

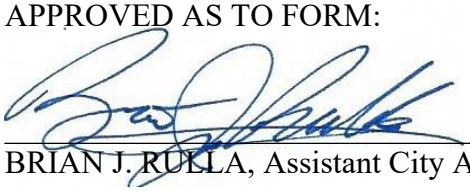
CITY OF AURORA, COLORADO

By: _____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:



_____
BRIAN J. RULLA, Assistant City Attorney

RESOLUTION NO. R2021-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE FIRST AMENDED AND RESTATED SERVICE PLAN FOR THE VELOCITY METROPOLITAN DISTRICT NO. 1 AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO AND THE DISTRICT

WHEREAS, pursuant to Section 32-1-204.5, C.R.S., as amended, and Section 122-29 of the City Code, the First Amended and Restated Service Plan (the "Service Plan") for the Velocity Metropolitan District No. 1 (the "District") has been submitted to the City Council (the "City Council") of the City of Aurora, Colorado (the "City"); and

WHEREAS, the City Council approved the original Service Plan (the "Original Service Plan") for the District on December 17, 2017 and the First Amendment (the "First Amendment") to the Original Service Plan on February 4, 2019; and

WHEREAS, the District would like to Amend and Restate the Service Plan and allow for the total debt issuance limitation of the District to be increased to $195,000,000 due to increased costs and in anticipation of refinancing outstanding bonds; and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, and Chapter 122 of the City Code, the City Council is to hold a public hearing on the Service Plan for the District; and

WHEREAS, notice of the hearing before the City Council was duly published in the *Aurora Sentinel*, a newspaper of general circulation within the City, as required by law, and mailed to all interested persons, the Division of Local Government, and the governing body of each municipality and title 32 district that has levied an ad valorem tax within the next preceding tax year and that has boundaries within a radius of three miles of the District; and

WHEREAS, the City Council has considered the Service Plan and all other testimony and evidence presented at the hearing; and

WHEREAS, the City Council finds that the Service Plan should be approved without conditions, as permitted by Sections 32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended, and Section 122-34(a) of the City Code; and

WHEREAS, the City Council further finds that it is in the best interests of the citizens of the City to enter into an Intergovernmental Agreement (the "IGA") with the District for the purpose of assigning the relative rights and responsibilities between the City and the District with respect to certain functions, operations, and obligations of the District; and

WHEREAS, Section 10-12 of the City Charter requires a resolution to authorize the execution of intergovernmental agreements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF

AURORA, COLORADO, THAT:

Section 1. The City Council hereby finds and determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, and Chapter 122 of the City Code relating to the filing of the Service Plan for the District have been fulfilled and that notice of the hearing was given in the time and manner required by law and that City Council has jurisdiction to act on the Service Plan.

Section 2. The City Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard and that evidence satisfactory to the City Council of each of the following was presented:

a. There is sufficient existing and projected need for organized service in the area to be serviced by the District;

b. The existing service in the area to be served by the District is inadequate for present and projected needs;

c. The District is capable of providing economical and sufficient service to the area within their proposed boundaries;

d. The area to be included in the District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;

e. Adequate service is not, or will not be, available to the area through the City, Arapahoe County, or other existing municipal or quasi-municipal corporations, including other existing title 32 districts, within a reasonable time and on a comparable basis;

f. The facility and service standards of the District is compatible with the facility and service standards of the City;

g. The proposed Service Plan is in substantial compliance with the comprehensive plan of the City as adopted pursuant to the City Code;

h. The proposed Service Plan is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area; and

i. The creation of the District will be in the best interests of the area proposed to be served.

Section 3. The City Council hereby approves the Service Plan for the District as submitted.

Section 4. The Mayor and the City Clerk are hereby authorized to execute, on behalf

of the City, the IGA in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

Section 5. The District shall not be authorized to incur any additional bonded indebtedness until such time as the District has approved and executed the IGA.

Section 6. This Resolution shall be filed in the records of the City and a certified copy thereof submitted to the petitioners for the District for the purpose of filing in the District Court of Adams County.

Section 7. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Resolution, are hereby rescinded.

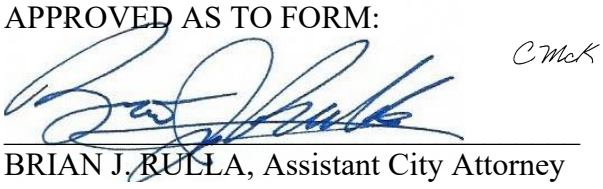
RESOLVED AND PASSED this ____ day of _____, 2021.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:



_____
BRIAN J. RULLA, Assistant City Attorney

MANAGEMENT AND FINANCE POLICY COMMITTEE MEETING
March 25, 2021

WINDLER HOMESTEAD, WH NO. 1, AND VELOCITY NOS. 1-9 METROPOLITAN DISTRICTS AMENDED AND RESTATED SERVICE PLANS

Summary of Issue and Discussion

Jacob Cox, Development Assistance Manager presented an overview. The Windler Homestead Metropolitan District (former name WH Metropolitan District No. 2), was approved by the City of Aurora in 2004. The district is located generally southeast of the intersection of E-470 and 56th Avenue. Windler Homestead is requesting that City Council approve the attached Amended and Restated Service plan. The WH Metropolitan District No. 1 was approved by the City of Aurora in 2004. The district is located generally northwest of Harvest Road and 48th Avenue. WH Metropolitan District No. 1 is requesting that City Council approve the attached Amended and Restated Service Plan. Both the Windler Homestead and the WH No. 1 Districts are part of the Windler Homestead FDP (Master Plan) area. This development is planned to be a mix of residential, commercial, retail and office uses.

The Velocity Metropolitan Districts Nos. 1-9 were approved by the City of Aurora in 2007. The district is located generally northeast of Harvest Road and 56th Avenue. Velocity Metropolitan Districts Nos. 1-9 are requesting that City Council approve the attached Amended and Restated Service Plan.

The Velocity Metropolitan Districts Nos. 1-9 are part of the Porteos Master Plan. The Porteos development is entirely commercial and industrial; no residential is proposed or currently part of this development.

Windler Homestead Metropolitan District is requesting approval of an Amended and Restated Service Plan (attached) that accomplishes the following: (1) changes the ARI Mill Levy from increasing the number of mills collected over time to 5 mills being collected starting year 1 through year 40; (2) changes the estimated costs of public improvements to reflect the plans of the new developer (from $80,000,000 to $667,882,434); changes the total debt limit to reflect the increased costs of public improvements (from $112,000,000 to $850,000,000); and changes the total debt limit for regional improvements (from $32,000,000 to $50,000,000). The Maximum Debt Mill Levy (50 mills) and the Maximum Debt Mill Levy Imposition Term (40 years) are not being altered by the Amended and Restated Service Plan. The Preliminary Engineering Survey has increased from $80,000,000 to $667,882,434. The District has provided preliminary cost estimates and a financial plan (attached). The request for changes to the ARI mill levy necessitates that this service plan be approved by ordinance.

WH Metropolitan District No. 1 is requesting approval of an Amended and Restated Service Plan (attached) that accomplishes the following: (1) changes the ARI Mill Levy from increasing the number of mills collected over time to 5 mills being collected starting year 1 through year 40; (2) changes the estimated costs of public improvements to reflect the plans of the new developer (from $77,000,000 to $667,882,434); and changes the total debt limit to reflect the increased

costs of public improvements (from $127,000,000 to $950,000,000). The Maximum Debt Mill Levy (50 mills) and the Maximum Debt Mill Levy Imposition Term (40 years) are not being altered by the Amended and Restated Service Plan. The Preliminary Engineering Survey has increased from $77,000,000 to $667,882,434. The District has provided preliminary cost estimates and a financial plan (attached). The request for changes to the ARI mill levy necessitates that this service plan be approved by ordinance.

Velocity Metropolitan Districts Nos. 1-9 are requesting approval of Amended and Restated Service Plans. In 2019, Districts 4, 5 and 6 were amended to allow for an increase in the ARI mill levy and subsequently established the 64th Avenue Authority together with other Districts in the area (attached is Velocity Metropolitan District No. 1; the service plans for Districts 2,3,7,8 and 9 are identical in substance; also attached is Velocity Metropolitan District No.4; service plans for Districts 5 and 6 are identical in substance). The Districts are requesting an increase in total debt issuance limitations from $100,000,000 to $195,000,000. The request is being made due to increasing costs and in anticipation of refinancing the Districts' outstanding bonds in the next 3-5 years to reduce long-term costs. The Service Plan Amendments are limited to this change and do not otherwise amend the Service Plans. The Districts have outlined their financial plan in the transmittal letter (attached). These service plans will be approved by resolution. All of these Districts were on older versions of the City's model and these proposed amendments will be restating to the city's current adopted model service plan.

Does the Committee wish to move these items forward to Study Session?

Committee Discussion

CM Gruber: First, I have a few questions on the residential side. Will these be commercial, residential or are these going to be privately-owned single-family townhouses?

J. Cox: I believe there will be a mixture of both. Chris Fellows is here also and can answer that question.

Chris Fellows: Thank you. The current master plan that's been in place since 2005, provides for both multi-family as well as single family attached and detached product. We expect that going forward in the master plan update amendment which we will be bringing forward to the City soon. It would include those same kinds of uses. There will be 4 or 5 types of commercial that Jacob mentioned earlier with office retail, hotel, industrial, as well as the different kinds of residential uses.

CM Gruber: Going into the service plan we typically would have residential, one service plan, one debt model, and commercial and another. Usually, commercial requests because of the increased levy that they would have to pay in a mixed-use district. Are we doing that here, or are the residences privately-owned and will be mixed in the commercial districts as well?

C. Fellows: Great question Council Member Gruber. Much as we did at Painted Prairie and much as what was done at Porteos in terms of requests for additional districts. We will be making a request for a formation of some new districts at Windler so we can do exactly what you mentioned. We would like to keep the commercial uses separate from the residential uses. I

would expect that the residential mill levy to be at 50 mills, which Jacob mentioned that's pretty standard and the commercial mill levy will be in the 30 to 35 range. Because as you mentioned Council Member Gruber some of those commercial uses with a higher assessment rate get pretty sensitive to the mill levies. So, we will be asking the City for creation of more districts so we can keep the residential and commercial totally separate.

CM Gruber: So that probably would lead to an administrative metro district as the master mill district. Is that your intention as well, that there will be a master district?

C. Fellows: Not quite Council Member Gruber, but I'm not a fan of what is a "master slave district" concept. That is something I have not liked for 25 years in my career. We have already formed an Authority out at Windler like we did at Painted Prairie. The intent would be the Authority will be issuing the bonds and the various districts would be contributing to the Authority. So, one of the new districts that we would form with the city's blessing would be an operations district. I would see that district lasting in perpetuity because it would have operational and maintenance functions. But the rest of the districts I would like to see those districts get controlled by the homeowners at an earlier stage rather than a later stage, shall we say. I believe that homeowner control and homeowner direction is an important and appropriate public policy thing. So I could see that earlier than you normally would see in a lot of developments that the individual districts will be taken over and controlled and directed by the homeowners. The operations district would last in perpetuity to take care of its obligations. The Authority would be able to dissolve when the debts are defeased in 25 or 35 years. As to the individual districts, it would be up to the homeowners if they want to keep their districts to do additional things within their neighborhoods and it will be their determination if they would like to dissolve those districts as well, that would be at least a financial and mechanical possibility for them. So that's really a brief version but yes, we wouldn't be doing the traditional master slave district partly because I just don't like that structure.

CM Gruber: I don't like that structure either. I like the fact that the homeowners are involved. Do you expect the districts that the homeowners will be in to provide HOA functions, or simply debt management?

C. Fellows: Mostly debt management Council Member Gruber. I like the HOAs to be separate. I think HOAs provide an important function. I think HOAs are a tool that a lot of homeowners like to be involved with. Again, it involves control of things that affect their daily lives and their daily financing such as services and those kinds of things, which they want to last and determine how its controlled. So, I like to have the HOA functions that were traditionally done by an HOA, continued to be done by an HOA and again, we like to start welcoming homeowners into those Boards earlier than is often seen.

CM Gruber: Again, I like everything you said, but I do have to emphasized or remind you that things like swimming pool and insurance and taxes are more convenient for a Metro District to managed opposed to an HOA, and could provide better value to the homeowners.

C. Fellows: No doubt, as is limited liability which is a benefit through the district. Now a lot of homeowners like to control membership to those facilities in which case it needs to be HOA

owned. And again, we spend a lot of time chatting with homeowners about some of those preferences when we do that.

CM Gruber: Okay thank you. The final question and it relates to ARI and how you intend to deal with the ARI. Council Member Johnston and I are on the Aerotropolis Regional Transportation Authority (ARTA), which is dealing with property immediately south of the Windler Homestead properties. The ARTA has sign agreements with Green Valley Ranch and the city tech center to incorporate those into ARTA. What are your thoughts on ARI, do you intend to turn that over to the City or do you intend to tie in with the 64th Avenue Authority, or do you intend to create a new Authority, so what are your thoughts on that?

C. Fellows: Great question, Council Member Gruber. We've had preliminary talks with High Point. There are six entities and even though they're really three sets of principles. We have discussed there are some regional improvements, which is sort of a local micro area, that needs financing and long-term care. We've had preliminary discussions about investigating whether we should form our own Authority with that group of six entities. I think that we will be in the position to get back with the City, and back to ARTA, and the people in the area and talk more intelligently in the next 60 days. But we've had discussions amongst the six owners, six properties, about doing a little Authority in that area. Because there are some regional improvements that we think would benefit from that funding.

CM Gruber: I would invite you to speak to ARTA. They will be putting in an interchange at I-70 and Harvest that will eventually tie into Jackson Gap at the eastern border which will be a very important thruway. But again, I invite you to coordinate and possibly talk to ARTA about the advantages or disadvantages of working together.

C. Fellows: Thank you. I'll jump on that.

CM Gardner: It looks like CM Johnston had to leave. So, CM Gruber are you okay with moving the amended service plans forward?

CM Gruber: Yes, I am.

CM Gardner: I'm as well. Thank you for your presentation.

Outcome
The Committee recommended the item move forward to Study Session.

Follow-up Action
Staff will forward the item to Study Session, June 7, 2021.

CITY OF AURORA
Council Agenda Commentary

Item Title: A Resolution to Approve the Velocity No. 2 Metropolitan District Amended and Restated Service Plan
Item Initiator: Cesarina Dancy, Development Project Manager, Office of Development Assistance
Staff Source/Legal Source: Jacob Cox, Manager, Office of Development Assistance / Brian Rulla, Assistant City Attorney
Outside Speaker:
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 6/7/2021

Regular Meeting: 6/14/2021

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

☒ Approve Item as proposed at Study Session

☐ Information Only

☐ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as proposed at Regular Meeting

☐ Approve Item with Waiver of Reconsideration

Why is a waiver needed?Click or tap here to enter text.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 5/25/2021

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Recommendation Report Attached

☒ Minutes Attached

☐ Minutes Not Available

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

The Velocity Metropolitan Districts Nos. 1-9 were approved by the City of Aurora in 2007. The district is located generally northeast of Harvest Road and 56th Avenue. Velocity Metropolitan District No. 2 is requesting that City Council approve the attached Amended and Restated Service Plan.

Velocity Metropolitan District No.2 is part of the Porteos Master Plan development. The Porteos development is entirely commercial and industrial, and no residential development is planned.

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

Velocity Metropolitan District No. 2 is requesting approval of an Amended and Restated Service Plan (attached) that increases the Districts' total debt issuance limitations from $100,000,000 to $195,000,000. The Service Plan Amendment is limited to this and does not otherwise amend the Service Plan. The District has outlined their financial plan in the transmittal letter (attached). This request is being made due to increasing costs and in anticipation of refinancing the Districts' outstanding bonds in the next 3-5 years to reduce long-term costs. This service plan will be approved by resolution.

The Vicinity Map and transmittal letter are attached to the Velocity Metropolitan District No. 1 item in this packet.

QUESTIONS FOR COUNCIL

Does Council wish to move this item forward to the June 14, 2021 Regular Meeting?

LEGAL COMMENTS

Title 32, Article 1, C.R.S., as amended, and Section 122-36(b) of the City Code each provide that material modifications to an approved metropolitan district service plan may be made by the board of directors of a district only by petition to and approval by the City Council in substantially the same manner as provided for in the approval for an original service plan.

Section 122-32 of the City Code requires that the City Council conduct a public hearing regarding approval of the proposed district and its service plan. Therefore, a public hearing is required prior to material modifications of the service plan pursuant to Section 122-36(b).

The approval of the Amended Intergovernmental Agreement requires a resolution pursuant to City Charter Section 10-12. (Rulla)

PUBLIC FINANCIAL IMPACT

☐ YES ☒ NO

If yes, explain:

PRIVATE FISCAL IMPACT

☐ Not Applicable ☒ Significant ☐ Nominal

If Significant or Nominal, explain: The Velocity No. 2 Metropolitan District is a Title 32 District which has the authority to levy a property tax within the boundaries of the District. Changes made to the service plan regarding debt limitation will have a private fiscal impact on the owners of such property. The proposed debt limit increase

should benefit the owners of property within the District by allowing additional resources for infrastructure construction.

FIRST AMENDED AND RESTATED

SERVICE PLAN

FOR

VELOCITY METROPOLITAN DISTRICT NO. 2

CITY OF AURORA, COLORADO

Prepared

by

ICENOGLE SEAVER POGUE, P.C.
4725 S. MONACO STREET, SUITE 360
DENVER, CO 80237

May 18, 2021

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LIST OF EXHIBITS

EXHIBIT A	Legal Descriptions
EXHIBIT B	Aurora Vicinity Map
EXHIBIT C-1	Current District Boundary Map
EXHIBIT C-2	Inclusion Area Boundary Map
EXHIBIT D	Intergovernmental Agreement between the District and Aurora

I. INTRODUCTION

A. Purpose and Intent.

The District was formed on June 6, 2008 following approval by the City Council of the District's original service plan, as subsequently amended.[1] The District is amending its original service plan due to increasing costs and to facilitate future funding and refinancing of the Public Improvements required to serve the Project. This Service Plan is intended to modify, replace, restate and superseded the original service plan, as amended, in its entirety.

The District is an independent unit of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Service Plan, its activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Service Plan. It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these Public Improvements.

The District is not being created to provide ongoing operations and maintenance services other than as specifically set forth in this Service Plan.

B. Need for the District.

There are currently no other governmental entities, including the City, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the City Regarding District's Service Plan.

The City's objective in approving the Service Plan for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for residential properties and at a tax mill levy no higher than the Maximum Debt Mill Levy for commercial and residential properties, and/or repaid by Fees, as long as such Fees are not imposed upon or collected from Taxable Property owned or occupied by an End User for the purpose of creating a capital cost payment obligation as further described in Section V.A. 11. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax and Fee burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

[1] The original service plan was approved by the City Council on December 17, 2007 and amended by a first amendment thereto approved by the City Council on February 4, 2019.

This Service Plan is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs. Operational activities are allowed, but only through an intergovernmental agreement with the City.

It is the intent of the District to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt, and if the District has authorized operating functions under an intergovernmental agreement with the City, to retain only the power necessary to impose and collect taxes or Fees to pay for these costs.

The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Fees or from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy on commercial and residential properties and which shall not exceed the Maximum Debt Mill Levy Imposition Term on residential properties. It is the intent of this Service Plan to assure to the extent possible that no commercial or residential property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no property developed for a residential use bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District. With regard to Regional Improvements, this Service Plan also provides for the Districts to pay a portion of the cost of regional infrastructure as part of ensuring that development and those that benefit from development pay for the associated costs.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Approved Development Plan: means a Framework Development Plan or other process established by the City for identifying, among other things, Public Improvements necessary for facilitating development for property within the Service Area as approved by the City pursuant to the City Code and as amended pursuant to the City Code from time to time.

ARI or Regional Improvements: means Aurora Regional Improvements.

ARI Authority: means one or more Authorities established by an ARI Authority Establishment Agreement.

ARI Establishment Agreement: means an intergovernmental agreement establishing an ARI Authority which has, at minimum, Title 32 special districts from three (3) or more Approved Development Plan areas as parties to the Agreement.

ARI Master Plan: means one or more master plans adopted by an ARI Authority establishing Regional Improvements which will benefit the taxpayers and service users of

the Districts which constitute such ARI Authority, which master plan will change from time to time.

ARI Mill Levy: means the following:

A. For districts with property within their boundaries developed with any residential uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20^{th}) year; and (ii) shall be five (5) mills from the twenty-first (21^{st}) year through the fortieth (40^{th}) year or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs; and (iii) for an additional ten (10) years, the mill levy shall be equal to the average debt service mill levy imposed by such district in the ten (10) years prior to the date of repayment of the debt incurred for Public Improvements other than Regional Improvements; and

B. For districts with property within their boundaries developed solely for commercial uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20^{th}) year; (ii) shall be one and one-half (1.5) mills from the twenty-first (21^{st}) year through the date of repayment of debt incurred for Public Improvements, other than Regional Improvements; and (iii) for five (5) years thereafter, the mill levy shall be the lesser of twenty (20) mills or a mill levy equal to the average debt service mill levy imposed by such district in the ten (10) years prior to the date of repayment of debt issued for Public Improvements, other than Regional Improvements; and

C. Any district may, pursuant to any intergovernmental agreement with the City, extend the term for application of the ARI Mill Levy beyond the years set forth in A and B above. The Maximum Mill Levy Imposition Term shall include the terms set forth in A and B above and any extension of the term as approved in an intergovernmental agreement as described herein.

D. All mills described in this ARI Mill Levy definition shall be subject to adjustment as follows: On or after January 1, 2004, if there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the one (1) mill levy described above may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes, for purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

Board: means the board of directors of the District.

Bond, Bonds or Debt: means bonds or other obligations for the payment of which the District has promised to impose an *ad valorem* property tax mill levy, and/or collect Fee revenue.

City: means the City of Aurora, Colorado.

City Code: means the City Code of the City of Aurora, Colorado.

City Council: means the City Council of the City of Aurora, Colorado.

Current District Boundaries: means the boundaries of the area described in the Current District Boundary Map.

District: means Velocity Metropolitan District No. 2.

Districts: means District No. 2 and District Nos. 1, 3, 4, 5, 6, 7, 8, and 9, collectively.

End User: means any owner, or tenant of any owner, of any taxable improvement within the Districts who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

External Financial Advisor: means a consultant that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Fee(s): means any fee imposed by the Districts for services, programs or facilities provided by the Districts, as described in Section V.A.11. below.

Financial Plan: means the combined Financial Plan of the Districts as described in Section VII which describes (i) how the Public Improvements are to be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

Inclusion Area Boundaries: means the boundaries of the area described in the Inclusion Area Boundary Map.

Inclusion Area Boundary Map: means the map attached hereto as **Exhibit C-2**, describing the property proposed for inclusion within one, but not any more than one, of the boundaries of the Districts.

Current District Boundary Map: means the map attached hereto as **Exhibit C-1**, describing the District's current boundaries.

Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt as set forth in Section VII.C below.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy on a particular property developed for residential uses as set forth in Section VII.D below.

Project: means the development or property commonly referred to as Porteos or Velocity.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act, except as specifically limited in Section V below to serve the future taxpayers and inhabitants of the Service Area as determined by the Board of the District.

Regional Improvements: means Public Improvements and facilities that benefit the Service Area and which are to be financed pursuant to Section VI below.

Service Area: means the property within the Current District Boundary Map and the Inclusion Area Boundary Map.

Service Plan: means this service plan for the District approved by City Council.

Service Plan Amendment: means an amendment to the Service Plan approved by City Council in accordance with the City's ordinance and the applicable state law.

Special District Act: means Section 32-1-101, et seq., of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real or personal property within the Service Area subject to ad valorem taxes imposed by the Districts.

III. BOUNDARIES

The area of the Current District Boundaries includes approximately fifty-six (56) acres and the total area proposed to be included in the Inclusion Area Boundaries is approximately one thousand four hundred forty-seven (1,447) acres. A legal description of the Current District Boundaries and the Inclusion Area Boundaries is attached hereto as **Exhibit A**. A vicinity map

is attached hereto as **Exhibit B**. A map of the Current District Boundaries is attached hereto as **Exhibit C-1**, and a map of the Inclusion Area Boundaries is attached hereto as **Exhibit C-2**. It is anticipated that the District's boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Section 32-1-401, et seq., C.R.S., and Section 32-1-501, et seq., C.R.S., subject to the limitations set forth in Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately one thousand four hundred forty-seven (1,447) acres of commercial and industrial land. The current assessed valuation of the Service Area is $34,630,970.00 for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The population of the District at build-out is estimated to be approximately zero (0) people.

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Service Plan Amendment.

The District shall have the power and authority to provide the Public Improvements and related operation and maintenance services within and without the boundaries of the District as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

In connection with the performance of all acts or activities hereunder, the District shall not violate any protection clauses of the United States or Colorado State Constitutions. The District shall not discriminate against any person because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability, and further shall insert the foregoing provision in contracts or subcontracts let by the District to accomplish the purposes of this service plan.

1. Operations and Maintenance Limitation. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements to the City or other appropriate jurisdiction or owner's association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The Districts shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street

improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto. Any Fee imposed by the Districts for access to such park and recreation improvements shall not result in Non-District Aurora residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the Districts. However, the Districts shall be entitled to impose an administrative Fee as necessary to cover additional expenses associated with Non-District Aurora residents to ensure that such costs are not the responsibility of Districts residents. All such Fees shall be based upon the Districts' determination that such Fees do not exceed reasonable annual market fees for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the Districts shall be open to the general public and Non-District Aurora residents, subject to the rules and regulations of the Districts as adopted from time to time. Trails which are interconnected with a city or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the Districts.

2. Fire Protection Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction Limitation. Acknowledging that the City has financed public golf courses and desires to coordinate the construction of public golf courses in the City's boundaries, the District shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

5. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

8. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

9. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Fees used for the purpose of repayment of Debt.

10. Total Debt Issuance Limitation. The District shall not issue Debt in excess of One Hundred Ninety-Five Million Dollars ($195,000,000).

11. Fee Limitation. Each of the Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

12. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply

for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the District without any limitation.

13. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City, unless such consolidation is with one or more of the Districts.

14. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

15. Service Plan Amendment Requirement. This Service Plan has been designed with sufficient flexibility to enable the District to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the District which violate the limitations set forth in V.A.1-14 above or in VII.B-G. shall be deemed to be material modifications to this Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

B. Preliminary Engineering Survey.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the District, to be more specifically defined in an Approved Development Plan. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the Service Area and is approximately Six Hundred Million Dollars ($600,000,000).

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the City and shall be in accordance with the requirements of the Approved Development Plan. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

C. Multiple District Structure.

It is anticipated that the Districts, collectively, will undertake the financing and construction of the improvements contemplated herein. Specifically, the Districts shall enter into one or more intergovernmental agreements which shall govern the relationships between and among the Districts with respect to the financing, construction and operation of the improvements contemplated herein. The District will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements.

VI. REGIONAL IMPROVEMENTS

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of participation in the alternatives set forth in Section VI.A, B or C below.

The District shall impose the ARI Mill Levy and shall convey it as follows:

A. If the District has executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the terms of which provide for the City to appoint no less than thirty percent (30%) and no more than forty-nine percent (49%) of the board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

B. If the City and the District have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the District in accordance with such agreement; or

C. If neither Section VI.A nor VI.B above is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under this Section VI and shall not expend such revenue until an intergovernmental agreement is executed between the District establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the

intergovernmental agreement is not executed within two (2) years from the date of the approval of the Service Plan by the City and neither Section VI.A nor VI.B above have occurred within two (2) years from the date of the approval of the Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the District as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, the District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI. B above. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Section VI.A, B or C set forth above, unless the City has agreed otherwise in writing; provided, however in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. The District shall cease to be obligated to impose, collect and convey to the City the revenue from the ARI Mill Levy described in this Section VI at such time as the area within the District's boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements. The Porteos Business Improvement District shall not be a Business Improvement District for purposes of this paragraph.

The District shall have the authority to issue Debt for the Regional Improvements, in an amount not to exceed Seventy-Five Million Dollars ($75,000,000) pursuant to agreements as described in VI.A, B or C above.

VII. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy and other legally available revenues. The total Debt that the District shall be permitted to issue shall not exceed One Hundred Ninety-Five Million Dollars ($195,000,000) and shall be permitted to be issued on a schedule and in such year or years as the District determine shall meet the needs of the Financial Plan referenced above and phased to serve

development as it occurs. All bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including general ad valorem taxes and Fees to be imposed upon all Taxable Property within the District. The District will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy.

The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

1. For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 below; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

2. For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

3. For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 above, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

D. Maximum Debt Mill Levy Imposition Term.

The District shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI. Other than the ARI Mill Levy, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

E. Debt Repayment Sources.

The District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance. The District may also rely upon various other revenue sources authorized by law. At the District's discretion, these may include the power to assess fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(l), C.R.S., as amended from time to time. In no event shall the debt service mill levy in the District exceed the Maximum Debt Mill Levy or, for residential property within the District, the Maximum Debt Mill Levy Imposition Term, except pursuant to an intergovernmental agreement between the District and the City for Regional Improvements.

F. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

> By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

G. Security for Debt.

The District shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the City of payment of any of the District's obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

H. TABOR Compliance.

The District will comply with the provisions of TABOR. In the discretion of the Board, the District may set up other qualifying entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by the District will remain under the control of the District's Board.

I. District's Operating Costs.

The cost of acquiring land, engineering services, legal services and administrative services, together with the costs of the District's organization and initial operations, have been reimbursed from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The current year's operating budget is Thirty-One Thousand Three Hundred Seventy-Five Dollars ($31,375) which is derived from property taxes and other revenues.

The Maximum Debt Mill Levy for the repayment of Debt shall not apply to the District's ability to increase its mill levy as necessary for provision of operation and maintenance services to its taxpayers and service users.

VIII. ANNUAL REPORT

A. General.

The District shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.

2. Intergovernmental Agreements with other governmental entities, either entered into or proposed as of December 31 of the prior year.

3. Copies of the District's rules and regulations, if any as of December 31 of the prior year.

4. A summary of any litigation which involves the District Public Improvements as of December 31 of the prior year.

5. Status of the District's construction of the Public Improvements as of December 31 of the prior year.

6. A list of all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of December 31 of the prior year.

7. The assessed valuation of the District for the current year.

8. Current year budget including a description of the Public Improvements to be constructed in such year.

9. Audit of the District's financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.

10. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.

11. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

IX. DISSOLUTION

Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

X. DISCLOSURE TO PURCHASERS

The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, Fees, tolls and charges. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

XI. INTERGOVERNMENTAL AGREEMENT

The form of the intergovernmental agreement required by the City Code, relating to the limitations imposed on the District's activities, is attached hereto as **Exhibit D**. The District shall approve the intergovernmental agreement in the form attached as **Exhibit D** at its first Board meeting after its organizational election. Failure of the District to execute the intergovernmental agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The City Council shall approve the intergovernmental agreement in the form attached as **Exhibit D** at the public hearing approving the Service Plan.

XII. CONCLUSION

It is submitted that this Service Plan for the District, as required by Section 32-1-203(2), C.R.S., and Section 122-35 of the City Code, establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;

2. The existing service in the area to be served by the District is inadequate for present and projected needs;

3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries; and

4. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

5. Adequate service is not, and will not be, available to the area through the City or county or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.

6. The facility and service standards of the District are compatible with the facility and service standards of the City within which the special district is to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.

7. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the City Code.

8. The proposal is in compliance with any duly adopted City, regional or state long-range water quality management plan for the area.

9. The creation of the District is in the best interests of the area proposed to be served.

EXHIBIT A

Legal Descriptions

DIRECTOR PARCEL – VELOCITY METROPOLITAN DISTRICT NO. 2
SW 1/4 SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST, 6TH P.M.

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND CONSIDERING THE WEST LINE OF SAID SOUTHWEST QUARTER, BEING MONUMENTED AS SHOWN ON THE ATTACHED EXHIBIT, TO BEAR NORTH 00°37'54" WEST, 2651.38 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 00°37'54" WEST ALONG SAID WEST LINE, A DISTANCE OF 1215.00 FEET;

THENCE NORTH 89°22'06" EAST, A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00°37'54" WEST, A DISTANCE OF 105.00 FEET;

THENCE NORTH 89°22'06" EAST, A DISTANCE OF 105.00 FEET TO A POINT ON THE EASTERLY LINE OF THAT PUBLIC SERVICE COMPANY OF COLORAD EASEMENT AS DECSCRIBED IN DEED RECORDED IN BOOK 5364 AT PAGE 598 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;

THENCE SOUTH 00°37'54" EAST ALONG SAID EASTERLY LINE, A DISTANCE OF 105.00 FEET;

THENCE SOUTH 89°22'06" WEST, A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING,

SAID PARCEL CONTAINING A CALCULATED AREA OF 11,025 SQUARE FEET OR 0.253 ACRE, MORE OR LESS.

THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

I, WILLIAM F. HESSELBACH JR., A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

WILLIAM F. HESSELBACH JR., P.L.S. 25369
FOR AND ON BEHALF OF
CVL CONSULTANTS OF COLORADO, INC.
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112

PORTEOS PARCEL PA-4

A PARCEL OF LAND TO BE KNOWN AS LOT 1, BLOCK 1, PORTEOS SUBDIVISION FILING NO. 1, LOCATED IN THE SOUTH HALF OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 5; THENCE ALONG THE WESTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5, S00°15'28"W A DISTANCE OF 42.00 FEET TO THE POINT OF BEGINNING; THENCE ON A LINE 42.00' SOUTHERLY OF AND PARALLEL TO THE NORTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5, S89°40'08"E A DISTANCE OF 670.84 FEET; THENCE S00°00'00"E A DISTANCE OF 1464.02 FEET; THENCE N89°40'08"W A DISTANCE OF 841.44 FEET; THENCE 719.91 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1395.00 FEET, A CENTRAL ANGLE OF 29°34'08" AND A CHORD WHICH BEARS N44°13'42"W A DISTANCE OF 711.95 FEET; THENCE N59°00'45"W A DISTANCE OF 962.38 FEET; THENCE N89°40'09"W A DISTANCE OF 73.17 FEET; THENCE N00°19'51"E A DISTANCE OF 435.99 FEET TO A POINT OF CURVATURE; THENCE 31.42 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND A CHORD WHICH BEARS N45°19'51"E A DISTANCE OF 28.28 FEET; THENCE ALONG A LINE THAT IS 42.00 FEET SOUTHERLY OF AND PARALLEL TO THE NORTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5, S89°40'09"E A DISTANCE OF 1542.79 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 2,408,878 SQUARE FEET (55.300 ACRES) MORE OR LESS

BASIS OF BEARINGS

BEARINGS ARE BASED ON BEARINGS ARE BASED ON THE NORTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND ASSUMED TO BEAR S89°40'09"E AS MONUMENTED BY A FOUND 3 ¼" ALUMINUM CAP PLS # 23527 AT THE WEST QUARTER CORNER AND A FOUND 3 ¼" ALUMINUM CAP PLS # 27275 AT THE CENTER QUARTER CORNER.

PREPARED BY RICHARD A. NOBBE PLS
FOR AND ON BEHALF OF:
MARTIN/MARTIN INC.
12499 WEST COLFAX AVE
LAKEWOOD, CO 80215
(303) 431-6100

Inclusion Area Boundaries:

A PARCEL OF LAND BEING ALL OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION 4, THE SOUTH ONE-HALF (S ½) OF SECTION 5, THE NORTH ONE-HALF (N ½) OF SECTION 8, A PART OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 8 AND THE WEST ONE-HALF (W ½) OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 5; THENCE S89°40'05"E, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5, A DISTANCE OF 2659.06 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF SAID SECTION 5;
THENCE S89°40'05"E, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 5, A DISTANCE OF 2655.55 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST ONE-QUARTER OF SAID SECTION 5,
THENCE N89°42'57"E, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 4, A DISTANCE OF 2640.56 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF SAID SECTION 4,
THENCE S00°30'38"E, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 2674.79 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF SAID SECTION 9;
THENCE S00°26'59"E, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 2643.86 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF SAID SECTION 9;
THENCE S00°26'59"E , ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 2649.32 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 9;
THENCE S89°57'02"W, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 2639.17 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST ONE-QUARTER OF SAID SECTION 9;
THENCE N00°37'57"W, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 2651.44 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 8;
THENCE N89°43'56"W, ALONG THE SOUTH LINE OF SAID NORTHEAST ONE-QUARTER OF SAID SECTION 8, A DISTANCE OF 2651.88 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 8;
THENCE S00°37'45"E, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 8, A DISTANCE OF 2544.11 FEET TO A POINT 110.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 8;
THENCE N89°47'21"W, PARALLEL WITH AND 110.00 FEET NORTH OF SAID SOUTH LINE, A DISTANCE OF 2651.98 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 8;
THENCE N00°47'40"W, ALONG THE SAID WEST LINE, A DISTANCE OF 2546.87 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 8;

THENCE N00°46'20"W, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 8, A DISTANCE OF 2655.83 FEET TO THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 8;
THENCE N00°06'30"W, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 5, A DISTANCE OF 2655.98 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 1,286.909 ACRES (56,057,763 SQ. FT.) OF LAND MORE OR LESS.

PREPARED BY:
JANET A. CALDWELL, P.L.S. 29027
FOR AND ON BEHALF OF THE LUND PARTNERSHIP, INC.
12265 W. BAYAUD AVE., SUITE 130
LAKEWOOD, COLORADO 80228

TOGETHER WITH THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, STATE OF COLORADO, CONTAINING APPROXIMATELY 160.000 ACRES (6,969,600 SQ. FT.) OF LAND MORE OR LESS.

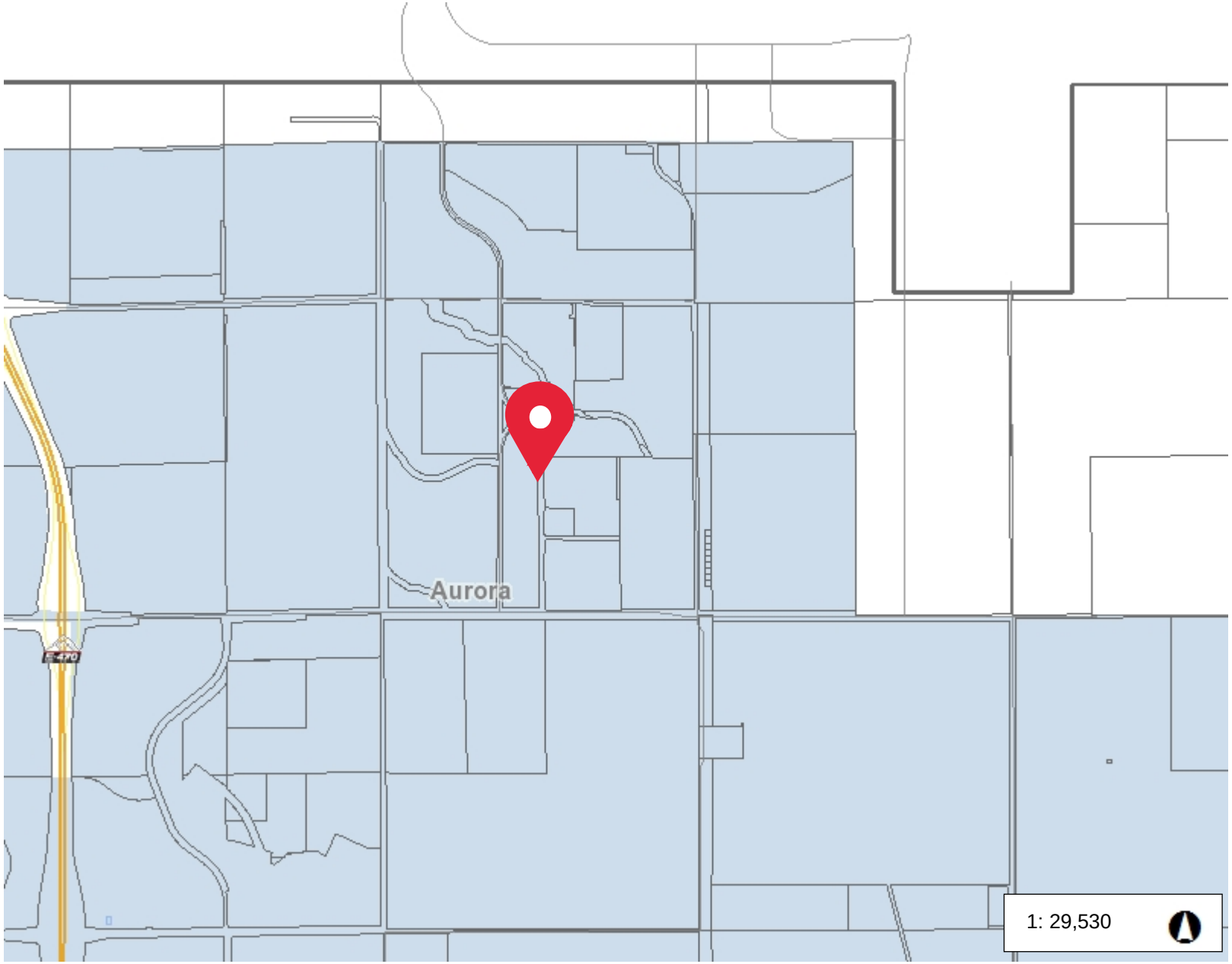
CONTAINING A NET TOTAL OF APPROXIMATELY 1,446.909 ACRES OF LAND MORE OR LESS.

EXHIBIT B

Aurora Vicinity Map

ADAMS COUNTY
COLORADO

Vicinity Map



Interstate
Highway
Tollway
Parcels
County Boundary
City
Aurora

1: 29,530

0.9 0 0.47 0.9 Miles

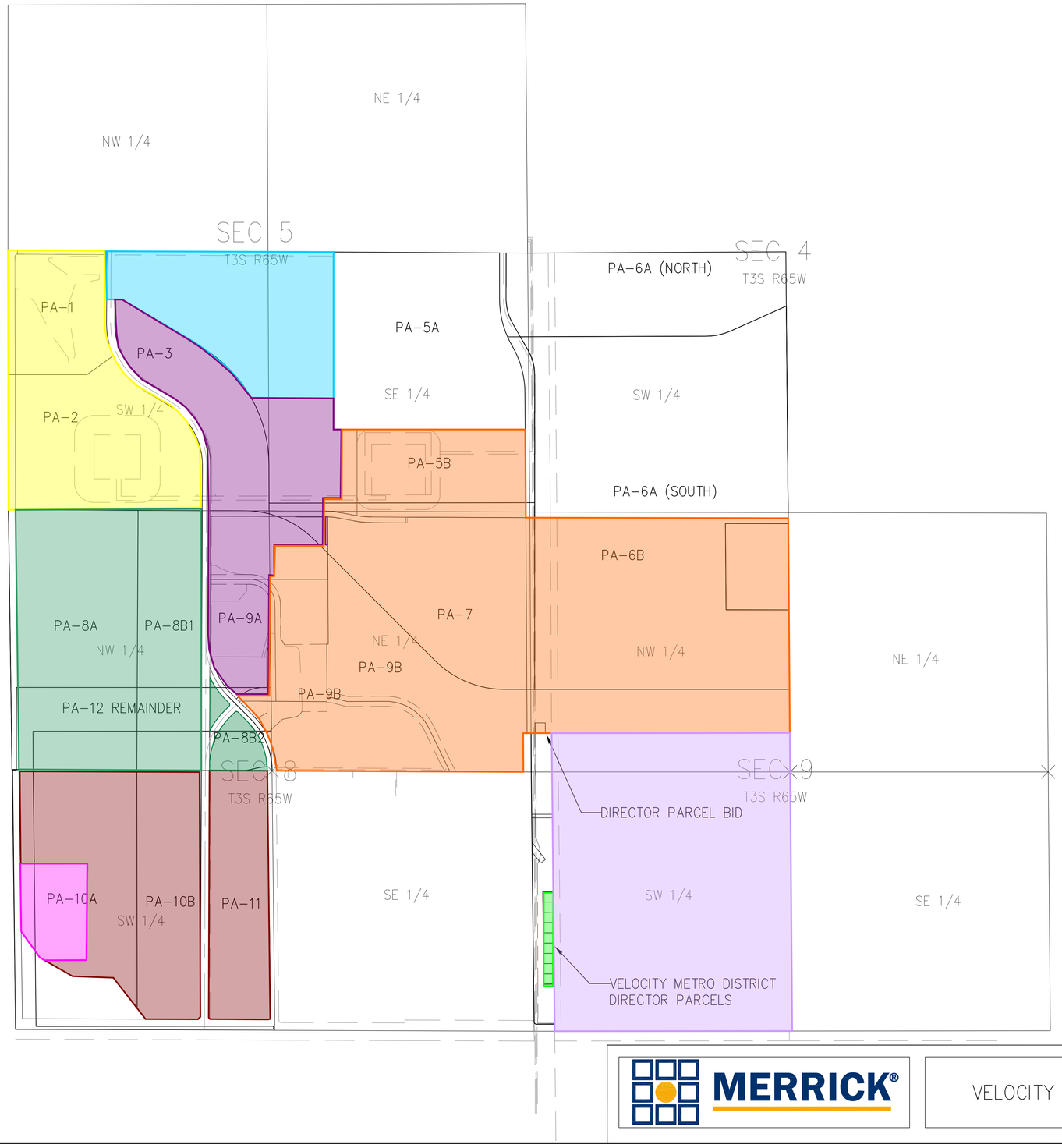
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

EXHIBIT C-1

Current District Boundary Map

- DISTRICT 2
- DISTRICT 3
- DISTRICT 4
- DISTRICT 5
- DISTRICT 6
- DISTRICT 7
- DISTRICT 8
- DISTRICT 9
- DISTRICT 1-9



N.T.S

MERRICK®

VELOCITY METRO DISTRICT MAP

DATE: 9/28/2020

SHEET: 1 OF 1

EXHIBIT C-2

Inclusion Area Boundary Map

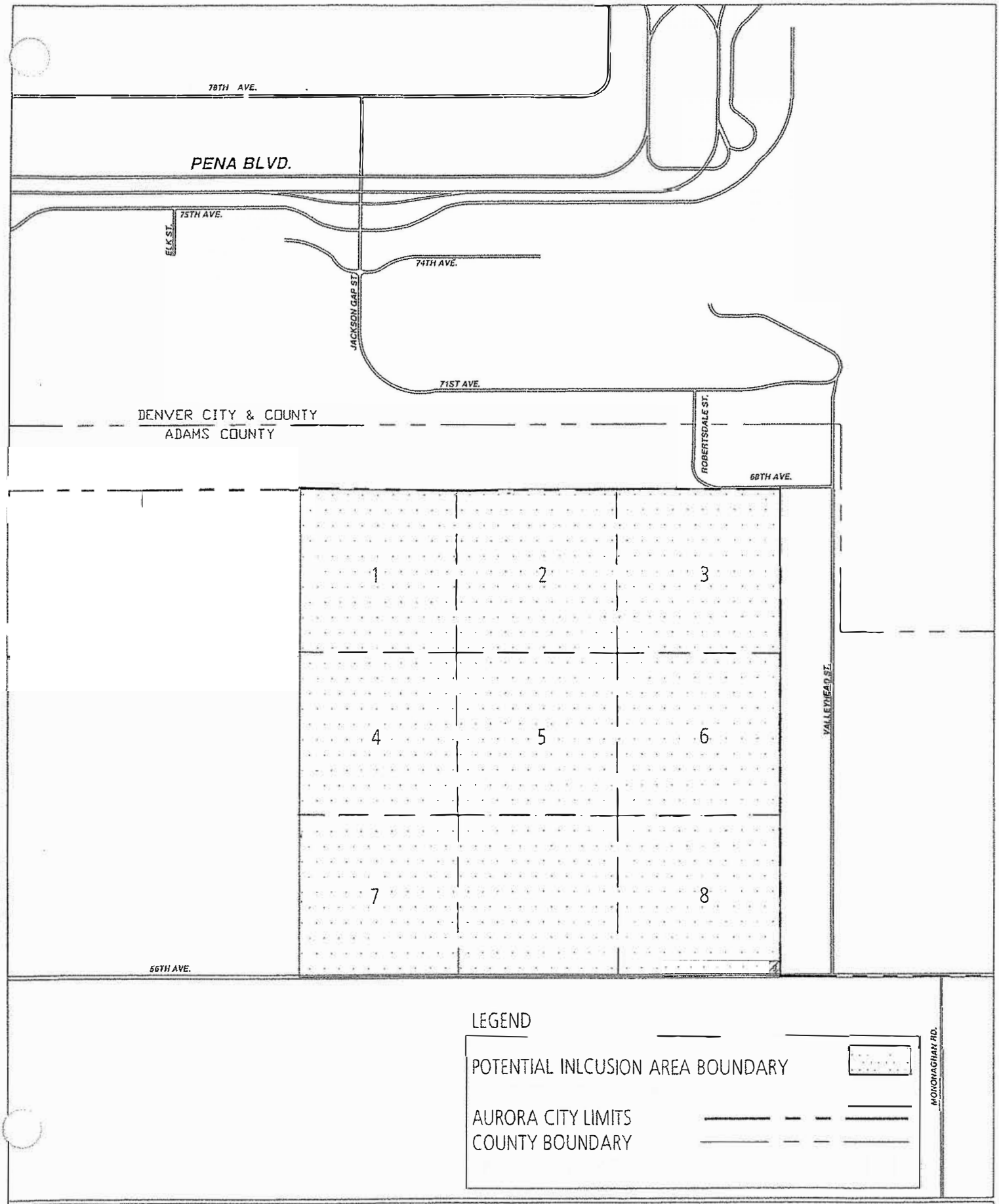


EXHIBIT C -2

Velocity Metropolitan District

Inclusion Area Boundary Map

CIVITAS

1200 Bannock Street
Denver, Colorado 80204
Tel 303.571.0553

EXHIBIT D

Intergovernmental Agreement between the District and Aurora

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF AURORA, COLORADO
AND
VELOCITY METROPOLITAN DISTRICT NO. 2

THIS AGREEMENT is made and entered into as of this ___ day of _____, _____, by and between the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado ("City"), and VELOCITY METROPOLITAN DISTRICT NO. 2, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"). The City and the District are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District's First Amended and Restated Service Plan approved by the City on _____ ("Service Plan"); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the City and the District, as required by the Aurora City Code; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement ("Agreement").

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Operations and Maintenance. The Districts shall dedicate the Public Improvements (as defined in the Service Plan) to the City or other appropriate jurisdiction or owner's association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The Districts shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto.

Any Fee imposed by the District for access to such park and recreation improvements shall not result in Non-District City residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the District. However, the District

shall be entitled to impose an administrative fee as necessary to cover additional expenses associated with Non-District City residents to ensure that such costs are not the responsibility of District residents. All such Fees shall be based upon the District's determination that such Fees do not exceed reasonable annual market fee for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the Districts shall be open to the general public and Non-District City residents, subject to the rules and regulations of the Districts as adopted from time to time. Trails which are interconnected with a city or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the Districts.

2. Fire Protection. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction. The District shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

5. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction and of those special districts that qualify as "interested parties" under Section 32-1-204(1), C.R.S., as applicable. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the

Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

8. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not any time exceed the Maximum Debt Mill Levy of the Districts.

9. Initial Debt. On or before the effective date of approval by the City of an Approved Development Plan (as defined in the Service Plan), the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any fees used for the purpose of repayment of Debt.

10. Total Debt Issuance. The District shall not issue Debt in excess of One Hundred Ninety-Five Million Dollars ($195,000,000).

11. Fee Limitation. Each of the Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

12. Debt Issuance Limitation. The District shall not be authorized to incur any indebtedness until such time as the District has approved and executed the IGA and approved the imposition of the Aurora Regional Improvement Mill Levy (as defined in the Service Plan) upon all taxable property located within the boundaries of the District.

13. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the District without any limitation.

14. Consolidation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City, unless such consolidation is with is with one or more of the Districts.

15. Bankruptcy. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

16. Dissolution. Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

17. Disclosure to Purchasers. The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, Fees, tolls and charges. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

18. Service Plan Amendment Requirement. Actions of the District which violate the limitations set forth in V.A.1-14 or VII.B-G of the Service Plan shall be deemed to be material modifications to the Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

19. Multiple District Structure. It is anticipated that the Districts, collectively, will undertake the financing and construction of the improvements contemplated herein. Specifically, the Districts shall enter into one or more intergovernmental agreements which shall govern the relationships between and among the Districts with respect to the financing,

construction and operation of the improvements contemplated herein. The District will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements.

20. Annual Report. The District shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued, pursuant to the City Code and containing the information set forth in Section VIII of the Service Plan.

21. Regional Improvements. The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of participation in the alternatives set forth in Section VI.A, B or C of the Service Plan.

The District shall impose the ARI Mill Levy and shall convey it as follows:

(a) If the District has executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the terms of which provide for the City to appoint no less than thirty percent (30%) and no more than forty-nine percent (49%) of the board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

(b) If the City and the District have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the District in accordance with such agreement; or

(c) If neither Section VI.A nor VI.B of the Service Plan is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under Section VI of the Service Plan and shall not expend such revenue until an intergovernmental agreement is executed between the District establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the Service Plan by the City and neither Section VI.A nor VI.B of the Service Plan have occurred within two (2) years from the date of the approval of the Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the District as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, the District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI. B of the Service Plan. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Section VI.A, B or C of the Service Plan, unless the City has agreed otherwise in writing; provided, however in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. The District shall cease to be obligated to impose, collect and convey to the City the revenue from the ARI Mill Levy described in Section VI of the Service Plan at such time as the area within the District's boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements.

22. Maximum Debt Mill Levy. The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

(a) For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 of the Service Plan; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

(b) For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

(c) For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 of the Service Plan, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by

such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

23. Maximum Debt Mill Levy Imposition Term. The District shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI of the Service Plan. Other than the ARI Mill Levy, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

24. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:
Velocity Metropolitan District No. 1
Icenogle Seaver Pogue, P.C.
4725 S. Monaco St., Suite 360
Attn: Alan D. Pogue
Phone: (303) 292-9100

To the City:
City of Aurora
15151 E. Alameda Pkwy., 5th Floor
Aurora, CO 80012
Attn: Daniel L. Brotzman, City Attorney
Phone: (303) 739-7030
Fax: (303) 739-7042

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

25. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

26. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

27. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

28. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

29. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

30. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

31. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

32. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

33. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

34. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

35. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

SIGNATURE PAGES TO INTERGOVERNMENTAL AGREEMENT

VELOCITY METROPOLITAN DISTRICT NO. 2

By: _____
President

Attest:

_____
Secretary

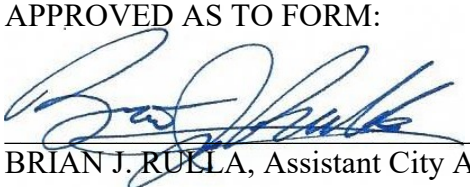
CITY OF AURORA, COLORADO

By: _____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:



_____
BRIAN J. RULLA, Assistant City Attorney

RESOLUTION NO. R2021-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE FIRST AMENDED AND RESTATED SERVICE PLAN FOR THE VELOCITY METROPOLITAN DISTRICT NO. 2 AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO AND THE DISTRICT

WHEREAS, pursuant to Section 32-1-204.5, C.R.S., as amended, and Section 122-29 of the City Code, the First Amended and Restated Service Plan (the "Service Plan") for the Velocity Metropolitan District No. 2 (the "District") has been submitted to the City Council (the "City Council") of the City of Aurora, Colorado (the "City"); and

WHEREAS, the City Council approved the original Service Plan (the "Original Service Plan") for the District on December 17, 2017 and the First Amendment (the "First Amendment") to the Original Service Plan on February 4, 2019; and

WHEREAS, the District would like to Amend and Restate the Service Plan and allow for the total debt issuance limitation of the District to be increased to $195,000,000 due to increased costs and in anticipation of refinancing outstanding bonds; and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, and Chapter 122 of the City Code, the City Council is to hold a public hearing on the Service Plan for the District; and

WHEREAS, notice of the hearing before the City Council was duly published in the *Aurora Sentinel*, a newspaper of general circulation within the City, as required by law, and mailed to all interested persons, the Division of Local Government, and the governing body of each municipality and title 32 district that has levied an ad valorem tax within the next preceding tax year and that has boundaries within a radius of three miles of the District; and

WHEREAS, the City Council has considered the Service Plan and all other testimony and evidence presented at the hearing; and

WHEREAS, the City Council finds that the Service Plan should be approved without conditions, as permitted by Sections 32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended, and Section 122-34(a) of the City Code; and

WHEREAS, the City Council further finds that it is in the best interests of the citizens of the City to enter into an Intergovernmental Agreement (the "IGA") with the District for the purpose of assigning the relative rights and responsibilities between the City and the District with respect to certain functions, operations, and obligations of the District; and

WHEREAS, Section 10-12 of the City Charter requires a resolution to authorize the execution of intergovernmental agreements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF

AURORA, COLORADO, THAT:

Section 1. The City Council hereby finds and determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, and Chapter 122 of the City Code relating to the filing of the Service Plan for the District have been fulfilled and that notice of the hearing was given in the time and manner required by law and that City Council has jurisdiction to act on the Service Plan.

Section 2. The City Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard and that evidence satisfactory to the City Council of each of the following was presented:

a. There is sufficient existing and projected need for organized service in the area to be serviced by the District;

b. The existing service in the area to be served by the District is inadequate for present and projected needs;

c. The District is capable of providing economical and sufficient service to the area within their proposed boundaries;

d. The area to be included in the District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;

e. Adequate service is not, or will not be, available to the area through the City, Arapahoe County, or other existing municipal or quasi-municipal corporations, including other existing title 32 districts, within a reasonable time and on a comparable basis;

f. The facility and service standards of the District is compatible with the facility and service standards of the City;

g. The proposed Service Plan is in substantial compliance with the comprehensive plan of the City as adopted pursuant to the City Code;

h. The proposed Service Plan is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area; and

i. The creation of the District will be in the best interests of the area proposed to be served.

Section 3. The City Council hereby approves the Service Plan for the District as submitted.

Section 4. The Mayor and the City Clerk are hereby authorized to execute, on behalf

of the City, the IGA in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

Section 5. The District shall not be authorized to incur any additional bonded indebtedness until such time as the District has approved and executed the IGA.

Section 6. This Resolution shall be filed in the records of the City and a certified copy thereof submitted to the petitioners for the District for the purpose of filing in the District Court of Adams County.

Section 7. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Resolution, are hereby rescinded.

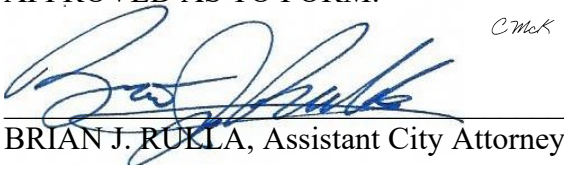
RESOLVED AND PASSED this ____ day of _____, 2021.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:



_____
BRIAN J. RULLA, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: A Resolution to Approve the Velocity No. 3 Metropolitan District Amended and Restated Service Plan
Item Initiator: Cesarina Dancy, Development Project Manager, Office of Development Assistance
Staff Source/Legal Source: Jacob Cox, Manager, Office of Development Assistance / Brian Rulla, Assistant City Attorney
Outside Speaker:
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 6/7/2021

Regular Meeting: 6/14/2021

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

☒ Approve Item as proposed at Study Session

☐ Information Only

☐ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as proposed at Regular Meeting

☐ Approve Item with Waiver of Reconsideration

Why is a waiver needed?Click or tap here to enter text.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 5/25/2021

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Recommendation Report Attached

☒ Minutes Attached

☐ Minutes Not Available

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

The Velocity Metropolitan Districts Nos. 1-9 were approved by the City of Aurora in 2007. The district is located generally northeast of Harvest Road and 56th Avenue. Velocity Metropolitan District No. 3 is requesting that City Council approve the attached Amended and Restated Service Plan.

Velocity Metropolitan District No.3 is part of the Porteos Master Plan development. The Porteos development is entirely commercial and industrial, and no residential development is planned.

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

Velocity Metropolitan District No. 3 is requesting approval of an Amended and Restated Service Plan (attached) that increases the Districts' total debt issuance limitations from $100,000,000 to $195,000,000. The Service Plan Amendment is limited to this and does not otherwise amend the Service Plan. The District has outlined their financial plan in the transmittal letter (attached). This request is being made due to increasing costs and in anticipation of refinancing the Districts' outstanding bonds in the next 3-5 years to reduce long-term costs. This service plan will be approved by resolution.

The Vicinity Map and transmittal letter are attached to the Velocity Metropolitan District No. 1 item in this packet.

QUESTIONS FOR COUNCIL

Does Council wish to move this item forward to the June 14, 2021 Regular Meeting?

LEGAL COMMENTS

Title 32, Article 1, C.R.S., as amended, and Section 122-36(b) of the City Code each provide that material modifications to an approved metropolitan district service plan may be made by the board of directors of a district only by petition to and approval by the City Council in substantially the same manner as provided for in the approval for an original service plan.

Section 122-32 of the City Code requires that the City Council conduct a public hearing regarding approval of the proposed district and its service plan. Therefore, a public hearing is required prior to material modifications of the service plan pursuant to Section 122-36(b).

The approval of the Amended Intergovernmental Agreement requires a resolution pursuant to City Charter Section 10-12. (Rulla)

PUBLIC FINANCIAL IMPACT

☐ YES ☒ NO

If yes, explain:

PRIVATE FISCAL IMPACT

☐ Not Applicable ☒ Significant ☐ Nominal

If Significant or Nominal, explain: The Velocity No. 3 Metropolitan District is a Title 32 District which has the authority to levy a property tax within the boundaries of the District. Changes made to the service plan regarding debt limitation will have a private fiscal impact on the owners of such property. The proposed debt limit

increase should benefit the owners of property within the District by allowing additional resources for infrastructure construction.

FIRST AMENDED AND RESTATED

SERVICE PLAN

FOR

VELOCITY METROPOLITAN DISTRICT NO. 3

CITY OF AURORA, COLORADO

Prepared

by

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May 18, 2021

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I. INTRODUCTION

A. Purpose and Intent.

The District was formed on June 6, 2008 following approval by the City Council of the District's original service plan, as subsequently amended.[1] The District is amending its original service plan due to increasing costs and to facilitate future funding and refinancing of the Public Improvements required to serve the Project. This Service Plan is intended to modify, replace, restate and superseded the original service plan, as amended, in its entirety.

The District is an independent unit of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Service Plan, its activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Service Plan. It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these Public Improvements.

The District is not being created to provide ongoing operations and maintenance services other than as specifically set forth in this Service Plan.

B. Need for the District.

There are currently no other governmental entities, including the City, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the City Regarding District's Service Plan.

The City's objective in approving the Service Plan for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for residential properties and at a tax mill levy no higher than the Maximum Debt Mill Levy for commercial and residential properties, and/or repaid by Fees, as long as such Fees are not imposed upon or collected from Taxable Property owned or occupied by an End User for the purpose of creating a capital cost payment obligation as further described in Section V.A. 11. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax and Fee burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

[1] The original service plan was approved by the City Council on December 17, 2007 and as amended by a first amendment thereto approved by the City Council on February 4, 2019.

This Service Plan is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs. Operational activities are allowed, but only through an intergovernmental agreement with the City.

It is the intent of the District to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt, and if the District has authorized operating functions under an intergovernmental agreement with the City, to retain only the power necessary to impose and collect taxes or Fees to pay for these costs.

The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Fees or from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy on commercial and residential properties and which shall not exceed the Maximum Debt Mill Levy Imposition Term on residential properties. It is the intent of this Service Plan to assure to the extent possible that no commercial or residential property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no property developed for a residential use bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District. With regard to Regional Improvements, this Service Plan also provides for the Districts to pay a portion of the cost of regional infrastructure as part of ensuring that development and those that benefit from development pay for the associated costs.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Approved Development Plan: means a Framework Development Plan or other process established by the City for identifying, among other things, Public Improvements necessary for facilitating development for property within the Service Area as approved by the City pursuant to the City Code and as amended pursuant to the City Code from time to time.

ARI or Regional Improvements: means Aurora Regional Improvements.

ARI Authority: means one or more Authorities established by an ARI Authority Establishment Agreement.

ARI Establishment Agreement: means an intergovernmental agreement establishing an ARI Authority which has, at minimum, Title 32 special districts from three (3) or more Approved Development Plan areas as parties to the Agreement.

ARI Master Plan: means one or more master plans adopted by an ARI Authority establishing Regional Improvements which will benefit the taxpayers and service users of

the Districts which constitute such ARI Authority, which master plan will change from time to time.

ARI Mill Levy: means the following:

A. For districts with property within their boundaries developed with any residential uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20^{th}) year; and (ii) shall be five (5) mills from the twenty-first (21^{st}) year through the fortieth (40^{th}) year or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs; and (iii) for an additional ten (10) years, the mill levy shall be equal to the average debt service mill levy imposed by such district in the ten (10) years prior to the date of repayment of the debt incurred for Public Improvements other than Regional Improvements; and

B. For districts with property within their boundaries developed solely for commercial uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20^{th}) year; (ii) shall be one and one-half (1.5) mills from the twenty-first (21^{st}) year through the date of repayment of debt incurred for Public Improvements, other than Regional Improvements; and (iii) for five (5) years thereafter, the mill levy shall be the lesser of twenty (20) mills or a mill levy equal to the average debt service mill levy imposed by such district in the ten (10) years prior to the date of repayment of debt issued for Public Improvements, other than Regional Improvements; and

C. Any district may, pursuant to any intergovernmental agreement with the City, extend the term for application of the ARI Mill Levy beyond the years set forth in A and B above. The Maximum Mill Levy Imposition Term shall include the terms set forth in A and B above and any extension of the term as approved in an intergovernmental agreement as described herein.

D. All mills described in this ARI Mill Levy definition shall be subject to adjustment as follows: On or after January 1, 2004, if there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the one (1) mill levy described above may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes, for purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

Board: means the board of directors of the District.

Bond, Bonds or Debt: means bonds or other obligations for the payment of which the District has promised to impose an *ad valorem* property tax mill levy, and/or collect Fee revenue.

City: means the City of Aurora, Colorado.

City Code: means the City Code of the City of Aurora, Colorado.

City Council: means the City Council of the City of Aurora, Colorado.

Current District Boundaries: means the boundaries of the area described in the Current District Boundary Map.

District: means Velocity Metropolitan District No. 3.

Districts: means District No. 3 and District Nos. 1, 2, 4, 5, 6, 7, 8, and 9, collectively.

End User: means any owner, or tenant of any owner, of any taxable improvement within the Districts who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

External Financial Advisor: means a consultant that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Fee(s): means any fee imposed by the Districts for services, programs or facilities provided by the Districts, as described in Section V.A.11. below.

Financial Plan: means the combined Financial Plan of the Districts as described in Section VII which describes (i) how the Public Improvements are to be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

Inclusion Area Boundaries: means the boundaries of the area described in the Inclusion Area Boundary Map.

Inclusion Area Boundary Map: means the map attached hereto as **Exhibit C-2**, describing the property proposed for inclusion within one, but not any more than one, of the boundaries of the Districts.

Current District Boundary Map: means the map attached hereto as **Exhibit C-1**, describing the District's current boundaries.

Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt as set forth in Section VII.C below.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy on a particular property developed for residential uses as set forth in Section VII.D below.

Project: means the development or property commonly referred to as Porteos or Velocity.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act, except as specifically limited in Section V below to serve the future taxpayers and inhabitants of the Service Area as determined by the Board of the District.

Regional Improvements: means Public Improvements and facilities that benefit the Service Area and which are to be financed pursuant to Section VI below.

Service Area: means the property within the Current District Boundary Map and the Inclusion Area Boundary Map.

Service Plan: means this service plan for the District approved by City Council.

Service Plan Amendment: means an amendment to the Service Plan approved by City Council in accordance with the City's ordinance and the applicable state law.

Special District Act: means Section 32-1-101, et seq., of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real or personal property within the Service Area subject to ad valorem taxes imposed by the Districts.

III. BOUNDARIES

The area of the Current District Boundaries includes approximately three hundred twenty-two (322) acres and the total area proposed to be included in the Inclusion Area Boundaries is approximately one thousand four hundred forty-seven (1,447) acres. A legal description of the Current District Boundaries and the Inclusion Area Boundaries is attached

hereto as **Exhibit A**. A vicinity map is attached hereto as **Exhibit B**. A map of the Current District Boundaries is attached hereto as **Exhibit C-1**, and a map of the Inclusion Area Boundaries is attached hereto as **Exhibit C-2**. It is anticipated that the District's boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Section 32-1-401, et seq., C.R.S., and Section 32-1-501, et seq., C.R.S., subject to the limitations set forth in Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately one thousand four hundred forty-seven (1,447) acres of commercial and industrial land. The current assessed valuation of the Service Area is $34,630,970.00 for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The population of the District at build-out is estimated to be approximately zero (0) people.

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Service Plan Amendment.

The District shall have the power and authority to provide the Public Improvements and related operation and maintenance services within and without the boundaries of the District as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

In connection with the performance of all acts or activities hereunder, the District shall not violate any protection clauses of the United States or Colorado State Constitutions. The District shall not discriminate against any person because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability, and further shall insert the foregoing provision in contracts or subcontracts let by the District to accomplish the purposes of this service plan.

1. Operations and Maintenance Limitation. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements to the City or other appropriate jurisdiction or owner's association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The Districts shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street

improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto. Any Fee imposed by the Districts for access to such park and recreation improvements shall not result in Non-District Aurora residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the Districts. However, the Districts shall be entitled to impose an administrative Fee as necessary to cover additional expenses associated with Non-District Aurora residents to ensure that such costs are not the responsibility of Districts residents. All such Fees shall be based upon the Districts' determination that such Fees do not exceed reasonable annual market fees for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the Districts shall be open to the general public and Non-District Aurora residents, subject to the rules and regulations of the Districts as adopted from time to time. Trails which are interconnected with a city or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the Districts.

2. Fire Protection Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction Limitation. Acknowledging that the City has financed public golf courses and desires to coordinate the construction of public golf courses in the City's boundaries, the District shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

5. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

8. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

9. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Fees used for the purpose of repayment of Debt.

10. Total Debt Issuance Limitation. The District shall not issue Debt in excess of One Hundred Ninety-Five Million Dollars ($195,000,000).

11. Fee Limitation. Each of the Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

12. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply

for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the District without any limitation.

13. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City, unless such consolidation is with one or more of the Districts.

14. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

15. Service Plan Amendment Requirement. This Service Plan has been designed with sufficient flexibility to enable the District to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the District which violate the limitations set forth in V.A.1-14 above or in VII.B-G. shall be deemed to be material modifications to this Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

B. Preliminary Engineering Survey.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the District, to be more specifically defined in an Approved Development Plan. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the Service Area and is approximately Six Hundred Million Dollars ($600,000,000).

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the City and shall be in accordance with the requirements of the Approved Development Plan. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

C. Multiple District Structure.

It is anticipated that the Districts, collectively, will undertake the financing and construction of the improvements contemplated herein. Specifically, the Districts shall enter into one or more intergovernmental agreements which shall govern the relationships between and among the Districts with respect to the financing, construction and operation of the improvements contemplated herein. The District will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements.

VI. REGIONAL IMPROVEMENTS

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of participation in the alternatives set forth in Section VI.A, B or C below.

The District shall impose the ARI Mill Levy and shall convey it as follows:

A. If the District has executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the terms of which provide for the City to appoint no less than thirty percent (30%) and no more than forty-nine percent (49%) of the board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

B. If the City and the District have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the District in accordance with such agreement; or

C. If neither Section VI.A nor VI.B above is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under this Section VI and shall not expend such revenue until an intergovernmental agreement is executed between the District establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the

intergovernmental agreement is not executed within two (2) years from the date of the approval of the Service Plan by the City and neither Section VI.A nor VI.B above have occurred within two (2) years from the date of the approval of the Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the District as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, the District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI. B above. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Section VI.A, B or C set forth above, unless the City has agreed otherwise in writing; provided, however in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. The District shall cease to be obligated to impose, collect and convey to the City the revenue from the ARI Mill Levy described in this Section VI at such time as the area within the District's boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements. The Porteos Business Improvement District shall not be a Business Improvement District for purposes of this paragraph.

The District shall have the authority to issue Debt for the Regional Improvements, in an amount not to exceed Seventy-Five Million Dollars ($75,000,000) pursuant to agreements as described in VI.A, B or C above.

VII. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy and other legally available revenues. The total Debt that the District shall be permitted to issue shall not exceed One Hundred Ninety-Five Million Dollars ($195,000,000) and shall be permitted to be issued on a schedule and in such year or years as the District determine shall meet the needs of the Financial Plan referenced above and phased to serve

development as it occurs. All bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including general ad valorem taxes and Fees to be imposed upon all Taxable Property within the District. The District will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy.

The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

1. For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 below; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

2. For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

3. For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 above, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

D. Maximum Debt Mill Levy Imposition Term.

The District shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI. Other than the ARI Mill Levy, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

E. Debt Repayment Sources.

The District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance. The District may also rely upon various other revenue sources authorized by law. At the District's discretion, these may include the power to assess fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(l), C.R.S., as amended from time to time. In no event shall the debt service mill levy in the District exceed the Maximum Debt Mill Levy or, for residential property within the District, the Maximum Debt Mill Levy Imposition Term, except pursuant to an intergovernmental agreement between the District and the City for Regional Improvements.

F. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

> By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

G. Security for Debt.

The District shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the City of payment of any of the District's obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

H. TABOR Compliance.

The District will comply with the provisions of TABOR. In the discretion of the Board, the District may set up other qualifying entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by the District will remain under the control of the District's Board.

I. District's Operating Costs.

The cost of acquiring land, engineering services, legal services and administrative services, together with the costs of the District's organization and initial operations, have been reimbursed from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The current year's operating budget is Ten Thousand Seven Hundred Forty-Seven Dollars ($10,747) which is derived from property taxes and other revenues.

The Maximum Debt Mill Levy for the repayment of Debt shall not apply to the District's ability to increase its mill levy as necessary for provision of operation and maintenance services to its taxpayers and service users.

VIII. ANNUAL REPORT

A. General.

The District shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.

2. Intergovernmental Agreements with other governmental entities, either entered into or proposed as of December 31 of the prior year.

3. Copies of the District's rules and regulations, if any as of December 31 of the prior year.

4. A summary of any litigation which involves the District Public Improvements as of December 31 of the prior year.

5. Status of the District's construction of the Public Improvements as of December 31 of the prior year.

6. A list of all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of December 31 of the prior year.

7. The assessed valuation of the District for the current year.

8. Current year budget including a description of the Public Improvements to be constructed in such year.

9. Audit of the District's financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.

10. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.

11. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

IX. DISSOLUTION

Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

X. DISCLOSURE TO PURCHASERS

The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, Fees, tolls and charges. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

XI. INTERGOVERNMENTAL AGREEMENT

The form of the intergovernmental agreement required by the City Code, relating to the limitations imposed on the District's activities, is attached hereto as **Exhibit D**. The District shall approve the intergovernmental agreement in the form attached as **Exhibit D** at its first Board meeting after its organizational election. Failure of the District to execute the intergovernmental agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The City Council shall approve the intergovernmental agreement in the form attached as **Exhibit D** at the public hearing approving the Service Plan.

XII. CONCLUSION

It is submitted that this Service Plan for the District, as required by Section 32-1-203(2), C.R.S., and Section 122-35 of the City Code, establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;

2. The existing service in the area to be served by the District is inadequate for present and projected needs;

3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries; and

4. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

5. Adequate service is not, and will not be, available to the area through the City or county or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.

6. The facility and service standards of the District are compatible with the facility and service standards of the City within which the special district is to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.

7. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the City Code.

8. The proposal is in compliance with any duly adopted City, regional or state long-range water quality management plan for the area.

9. The creation of the District is in the best interests of the area proposed to be served.

EXHIBIT A

Legal Descriptions

DIRECTOR PARCEL – VELOCITY METROPOLITAN DISTRICT NO. 3
SW 1/4 SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST, 6TH P.M.

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND CONSIDERING THE WEST LINE OF SAID SOUTHWEST QUARTER, BEING MONUMENTED AS SHOWN ON THE ATTACHED EXHIBIT, TO BEAR NORTH 00°37'54" WEST, 2651.38 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 00°37'54" WEST ALONG SAID WEST LINE, A DISTANCE OF 1110.00 FEET;

THENCE NORTH 89°22'06" EAST, A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00°37'54" WEST, A DISTANCE OF 105.00 FEET;

THENCE NORTH 89°22'06" EAST, A DISTANCE OF 105.00 FEET TO A POINT ON THE EASTERLY LINE OF THAT PUBLIC SERVICE COMPANY OF COLORAD EASEMENT AS DECSCRIBED IN DEED RECORDED IN BOOK 5364 AT PAGE 596 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;

THENCE SOUTH 00°37'54" EAST ALONG SAID EASTERLY LINE, A DISTANCE OF 105.00 FEET;

THENCE SOUTH 89°22'06" WEST, A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING,

SAID PARCEL CONTAINING A CALCULATED AREA OF 11,025 SQUARE FEET OR 0.253 ACRE, MORE OR LESS.

THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

I, WILLIAM F. HESSELBACH JR., A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

WILLIAM F. HESSELBACH JR., P.L.S. 25369
FOR AND ON BEHALF OF
CVL CONSULTANTS OF COLORADO, INC.
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112

EXHIBIT A

PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF SECTION 5, SECTION 8, AND SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE ASSUMED AND ARE BASED ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9, AS BEARING N00°27'03"W A DISTANCE OF 2653.06 FEET BETWEEN THE CENTER QUARTER CORNER OF SAID SECTION 9 BEING MONUMENTED BY A 3-1/4" ALUMINUM CAP LS 27275 AND THE NORTH QUARTER CORNER OF SAID SECTION 9 BEING MONUMENTED BY A 3-1/4" ALUMINUM CAP LS 23527.

COMMENCING AT SAID CENTER QUARTER CORNER OF SECTION 9;
THENCE N00°27'03"W ALONG SAID EAST LINE OF THE NORTHWEST QUARTER OF SECTION 9 A DISTANCE OF 399.55 FEET TO THE **POINT OF BEGINNING**;
THENCE S89°57'06"W A DISTANCE OF 2727.94 FEET;
THENCE S00°19'47"E A DISTANCE OF 396.93 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 8;
THENCE N89°44'00"W ALONG SAID SOUTH LINE A DISTANCE OF 2523.40 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF JACKSON GAP WAY AS DESCRIBED AT RECEPTION NO. 2016000087351 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES:
1. N00°37'44"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 11.83 FEET;
2. THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 07°32'51", A RADIUS OF 792.50 FEET, A CHORD BEARING N04°24'10"W A DISTANCE OF 104.32 FEET, AND AN ARC DISTANCE OF 104.40 FEET;
3. THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 19°15'51", A RADIUS OF 773.78 FEET, A CHORD BEARING N18°48'40"W A DISTANCE OF 258.94 FEET, AND AN ARC DISTANCE OF 260.16 FEET;
4. THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 17°50'08", A RADIUS OF 786.82 FEET, A CHORD BEARING N35°57'27"W A DISTANCE OF 243.94 FEET, AND AN ARC DISTANCE OF 244.93 FEET;
5. THENCE N44°52'28"W NON-TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 207.88 FEET;
THENCE N45°07'32"E A DISTANCE OF 9.42 FEET;
THENCE S89°39'32"E A DISTANCE OF 367.61 FEET;
THENCE N00°37'40"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 1000.12 FEET;

KENNETH G. OUELLETTE, P.L.S. 24673
DATE: AUGUST 11, 2020
JOB NO. 65418434
FOR AND ON BEHALF OF MERRICK & COMPANY

MERRICK®
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

VELOCITY METROPOLITAN DISTRICT NO. 3

DATE: 8/11/20

SHEET: 1 OF 3

Q:\DEN\PROJECTS\8434-00-VELOCITY METRO DISTRICT\DESIGN\SURVEY\DWG\DISTRICT BOUNDARIES.DWG

EXHIBIT A

PROPERTY DESCRIPTION

THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 89°23'17", A RADIUS OF 250.00 FEET, A CHORD BEARING N45°19'19"W A DISTANCE OF 351.66 FEET, AND AN ARC DISTANCE OF 390.03 FEET;
THENCE N89°58'57"E NON-TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 243.93 FEET;
THENCE N00°01'03"W A DISTANCE OF 354.57 FEET;
THENCE S89°40'46"E A DISTANCE OF 496.71 FEET;
THENCE N00°17'58"W A DISTANCE OF 283.32 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF 64TH AVENUE AS DESCRIBED AT RECEPTION NO. 2019000043876 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;
THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:
1. S89°56'06"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 11.46 FEET;
2. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 00°44'29", A RADIUS OF 892.00 FEET, A CHORD BEARING S89°33'53"E A DISTANCE OF 11.54 FEET, AND AN ARC DISTANCE OF 11.54 FEET;
THENCE S00°17'58"E NON-TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 283.35 FEET;
THENCE S89°40'46"E A DISTANCE OF 27.02 FEET;
THENCE N00°17'58"W NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 282.71 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF 64TH AVENUE;
THENCE ALONG THE SOUTHERLY, EASTERLY AND NORTHERLY RIGHT-OF-WAY LINE OF SAID 64TH AVENUE THE FOLLOWING NINE (9) COURSES:
1. ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 00°57'39", A RADIUS OF 892.00 FEET, A CHORD BEARING S86°58'27"E A DISTANCE OF 14.96 FEET, AND AN ARC DISTANCE OF 14.96 FEET;
2. THENCE N00°18'05"W NON-TANGENT WITH THE LAST AND FOLLOWING DESCRIBED CURVES A DISTANCE OF 6.01 FEET;
3. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 07°08'37", A RADIUS OF 898.00 FEET, A CHORD BEARING S82°56'51"E A DISTANCE OF 111.89 FEET, AND AN ARC DISTANCE OF 111.96 FEET;
4. THENCE S79°22'33"E NON-TANGENT WITH THE LAST DESCRIBED CURVE AND TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 148.12 FEET;
5. THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 10°24'00", A RADIUS OF 1012.00 FEET, A CHORD BEARING S84°34'02"E A DISTANCE OF 183.44 FEET, AND AN ARC DISTANCE OF 183.69 FEET;
6. THENCE S89°45'31"E NON-TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 360.48 FEET;

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR
KENNETH G. OUELLETTE
24673

KENNETH G. OUELLETTE, P.L.S. 24673
DATE: AUGUST 11, 2020
JOB NO. 65418434
FOR AND ON BEHALF OF MERRICK & COMPANY

MERRICK®
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

VELOCITY METROPOLITAN DISTRICT NO. 3

DATE: 8/11/20

SHEET: 2 OF 3

Q:\DEN\PROJECTS\8434-00-VELOCITY METRO DISTRICT\DESIGN\SURVEY\DWG\DISTRICT BOUNDARIES.DWG

EXHIBIT A

PROPERTY DESCRIPTION

7. THENCE N00°14'29"E A DISTANCE OF 57.00 FEET;
8. THENCE N89°45'31"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 360.76 FEET;
9. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 09°13'04", A RADIUS OF 955.00 FEET, A CHORD BEARING N85°08'59"W A DISTANCE OF 153.48 FEET, AND AN ARC DISTANCE OF 153.64 FEET;
THENCE N00°01'18"W NON-TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 457.17 FEET;
THENCE N00°01'22"E A DISTANCE OF 424.46 FEET;
THENCE S89°59'56"E A DISTANCE OF 1720.34 FEET;
THENCE S00°24'41"E A DISTANCE OF 901.31 FEET;
THENCE S89°53'24"E A DISTANCE OF 2682.96 FEET TO A POINT ON SAID EAST LINE OF THE NORTHWEST QUARTER OF SECTION 9;
THENCE S00°27'03"E ALONG SAID EAST LINE A DISTANCE OF 2196.34 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,403,4771 SQUARE FEET (322.194 ACRES), MORE OR LESS.

COLORADO REGISTERED
KENNETH G. OUELLETTE
24673
PROFESSIONAL LAND SURVEYOR

KENNETH G. OUELLETTE, P.L.S. 24673
DATE: AUGUST 11, 2020
JOB NO. 65418434
FOR AND ON BEHALF OF MERRICK & COMPANY

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5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
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VELOCITY METROPOLITAN DISTRICT NO. 3

DATE: 8/11/20

SHEET: 3 OF 3

Q:\DEN\PROJECTS\8434-00-VELOCITY METRO DISTRICT\DESIGN\SURVEY\DWG\DISTRICT BOUNDARIES.DWG

Inclusion Area Boundaries:

A PARCEL OF LAND BEING ALL OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION 4, THE SOUTH ONE-HALF (S ½) OF SECTION 5, THE NORTH ONE-HALF (N ½) OF SECTION 8, A PART OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 8 AND THE WEST ONE-HALF (W ½) OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 5; THENCE S89°40'05"E, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5, A DISTANCE OF 2659.06 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF SAID SECTION 5;
THENCE S89°40'05"E, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 5, A DISTANCE OF 2655.55 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST ONE-QUARTER OF SAID SECTION 5,
THENCE N89°42'57"E, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 4, A DISTANCE OF 2640.56 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF SAID SECTION 4,
THENCE S00°30'38"E, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 2674.79 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF SAID SECTION 9;
THENCE S00°26'59"E, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 2643.86 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF SAID SECTION 9;
THENCE S00°26'59"E , ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 2649.32 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 9;
THENCE S89°57'02"W, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 2639.17 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST ONE-QUARTER OF SAID SECTION 9;
THENCE N00°37'57"W, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 2651.44 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 8;
THENCE N89°43'56"W, ALONG THE SOUTH LINE OF SAID NORTHEAST ONE-QUARTER OF SAID SECTION 8, A DISTANCE OF 2651.88 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 8;
THENCE S00°37'45"E, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 8, A DISTANCE OF 2544.11 FEET TO A POINT 110.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 8;
THENCE N89°47'21"W, PARALLEL WITH AND 110.00 FEET NORTH OF SAID SOUTH LINE, A DISTANCE OF 2651.98 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 8;
THENCE N00°47'40"W, ALONG THE SAID WEST LINE, A DISTANCE OF 2546.87 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 8;

THENCE N00°46'20"W, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 8, A DISTANCE OF 2655.83 FEET TO THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 8;
THENCE N00°06'30"W, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 5, A DISTANCE OF 2655.98 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 1,286.909 ACRES (56,057,763 SQ. FT.) OF LAND MORE OR LESS.

PREPARED BY:
JANET A. CALDWELL, P.L.S. 29027
FOR AND ON BEHALF OF THE LUND PARTNERSHIP, INC.
12265 W. BAYAUD AVE., SUITE 130
LAKEWOOD, COLORADO 80228

TOGETHER WITH THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, STATE OF COLORADO, CONTAINING APPROXIMATELY 160.000 ACRES (6,969,600 SQ. FT.) OF LAND MORE OR LESS.

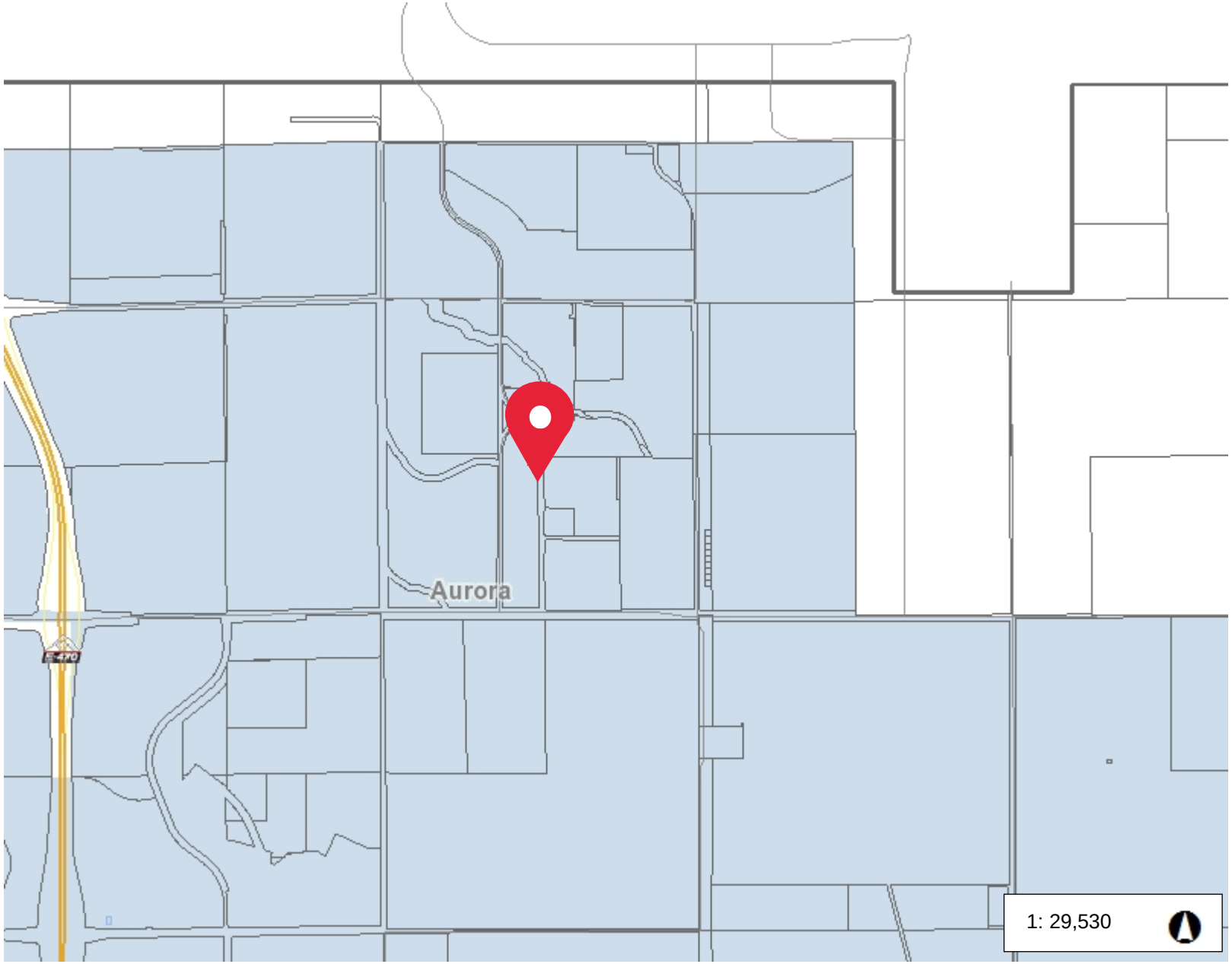
CONTAINING A NET TOTAL OF APPROXIMATELY 1,446.909 ACRES OF LAND MORE OR LESS.

EXHIBIT B

Aurora Vicinity Map

ADAMS COUNTY
COLORADO

Vicinity Map



Interstate
Highway
Tollway
Parcels
County Boundary
City

Aurora

1: 29,530

0.9 0 0.47 0.9 Miles

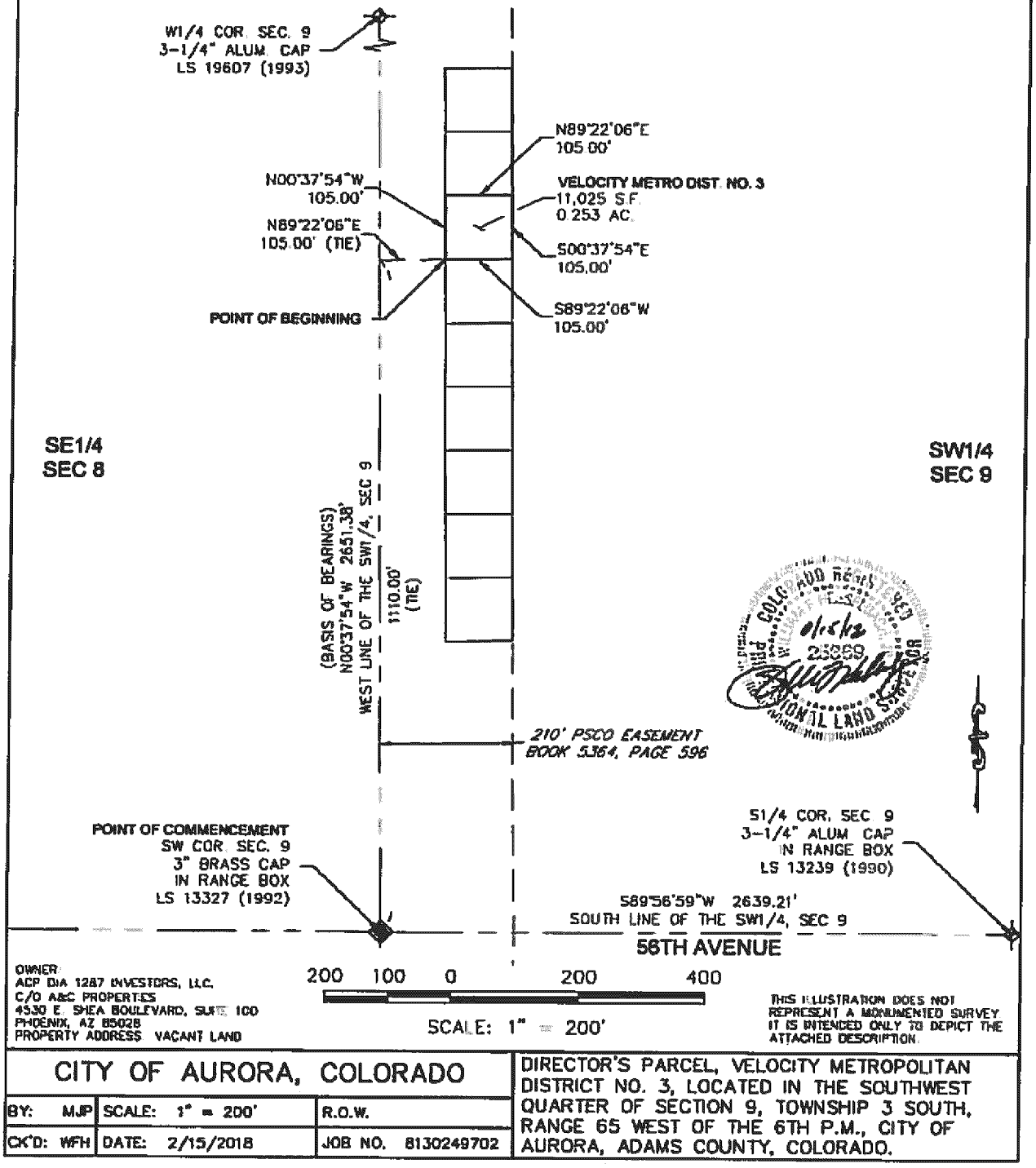
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

EXHIBIT C-2

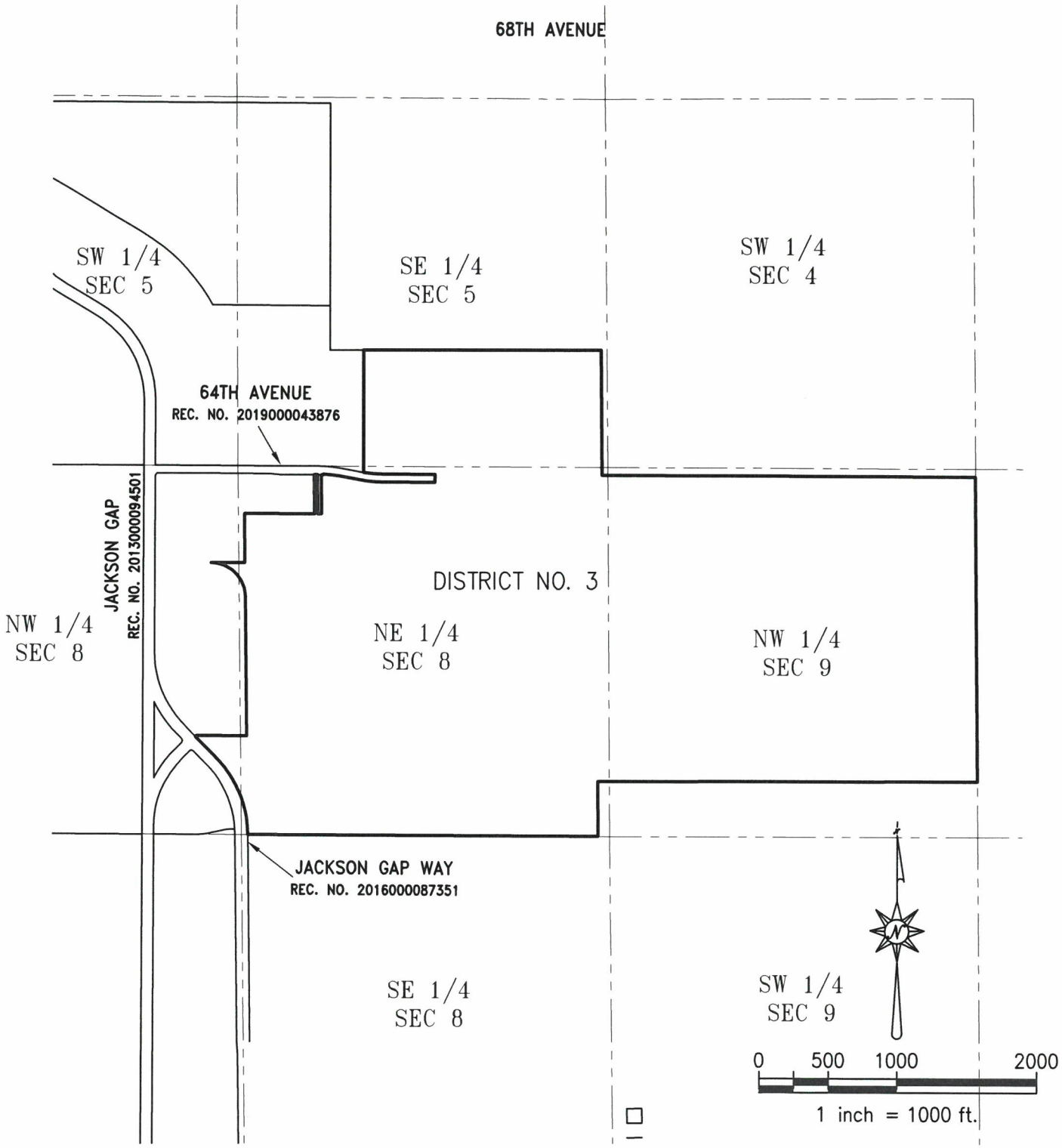
Inclusion Area Boundary Map

EXHIBIT



CITY OF AURORA, COLORADO			DIRECTOR'S PARCEL, VELOCITY METROPOLITAN DISTRICT NO. 3, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH P.M., CITY OF AURORA, ADAMS COUNTY, COLORADO.
BY: MJP	SCALE: 1" = 200'	R.O.W.	
CK'D: WFH	DATE: 2/15/2018	JOB NO. 8130249702	

ILLUSTRATION FOR EXHIBIT A



This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

MERRICK®
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

VICINITY MAP

DATE: 8/11/20

SHEET: 1 OF 3

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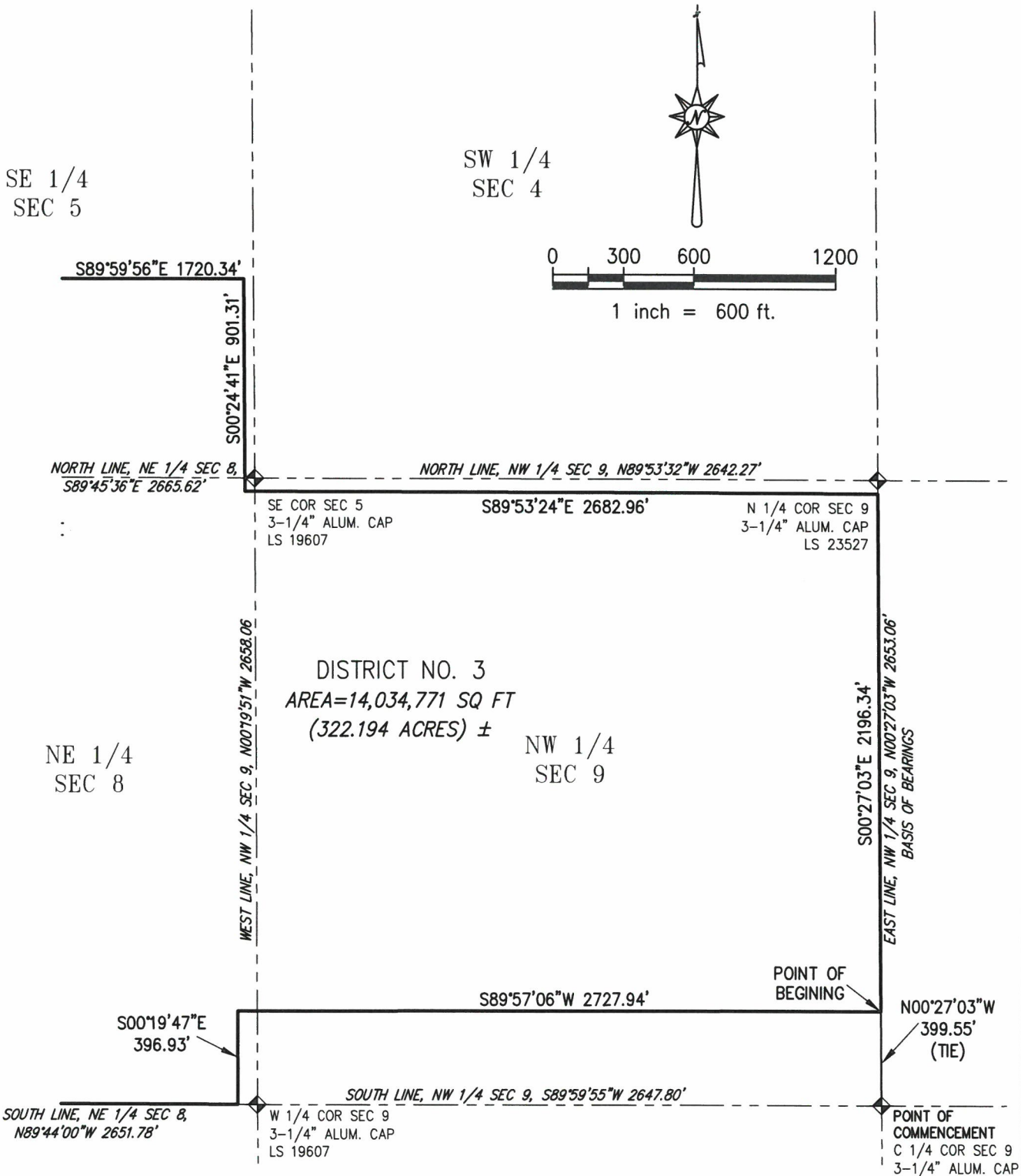
ILLUSTRATION FOR EXHIBIT A



This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

MERRICK®
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

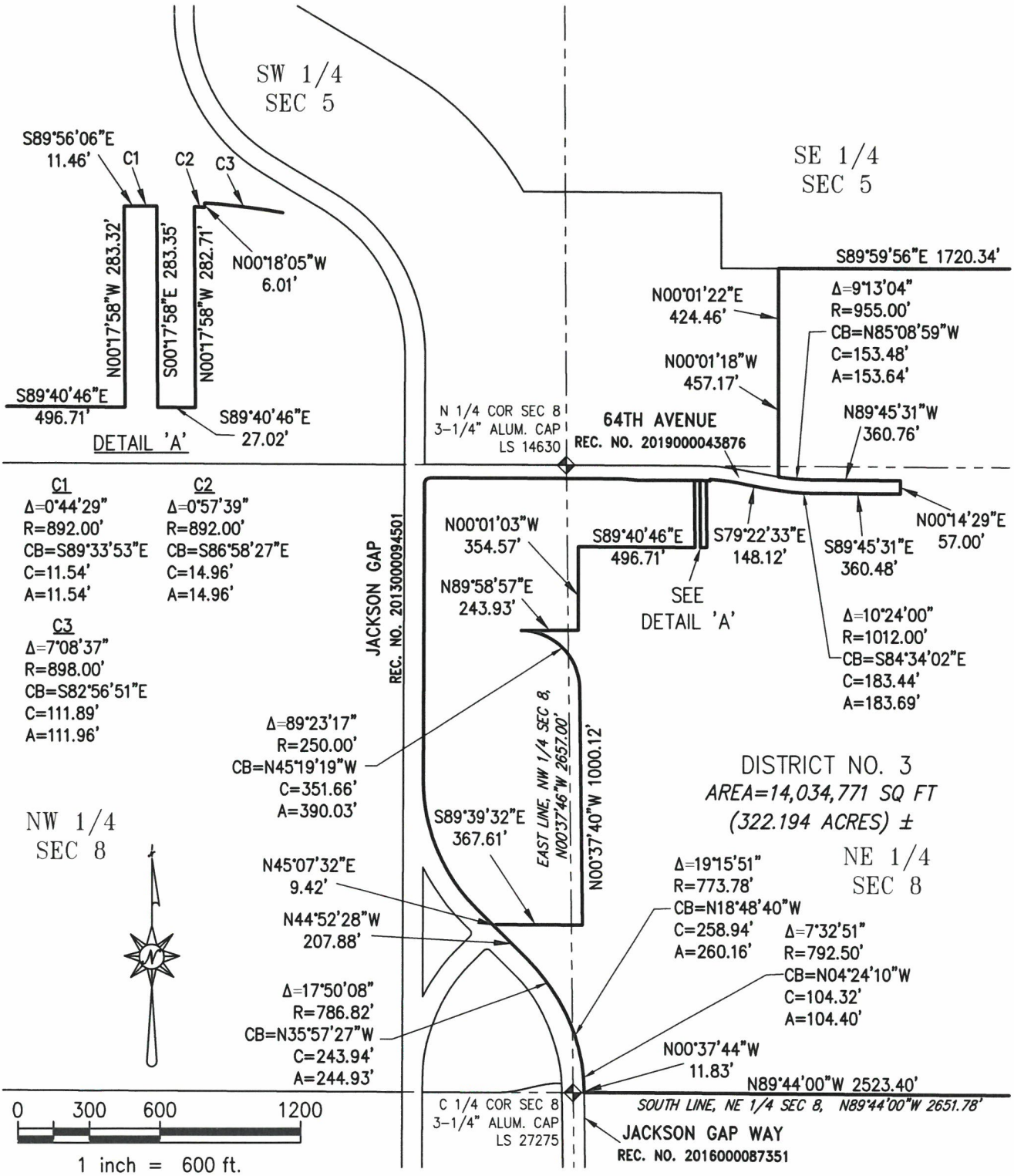
VELOCITY METROPOLITAN DISTRICT NO. 3

DATE: 8/11/20

SHEET: 2 OF 3

Q:\DEN\PROJECTS\8434-00-VELOCITY METRO DISTRICT\DESIGN\SURVEY\DWG\DISTRICT BOUNDARIES.DWG

ILLUSTRATION FOR EXHIBIT A



This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

MERRICK®
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

VELOCITY METROPOLITAN DISTRICT NO. 3

DATE: 8/11/20

SHEET: 3 OF 3

Q:\DEN\PROJECTS\8434-00-VELOCITY METRO DISTRICT\DESIGN\SURVEY\DWG\DISTRICT BOUNDARIES.DWG

EXHIBIT D

Intergovernmental Agreement between the District and Aurora

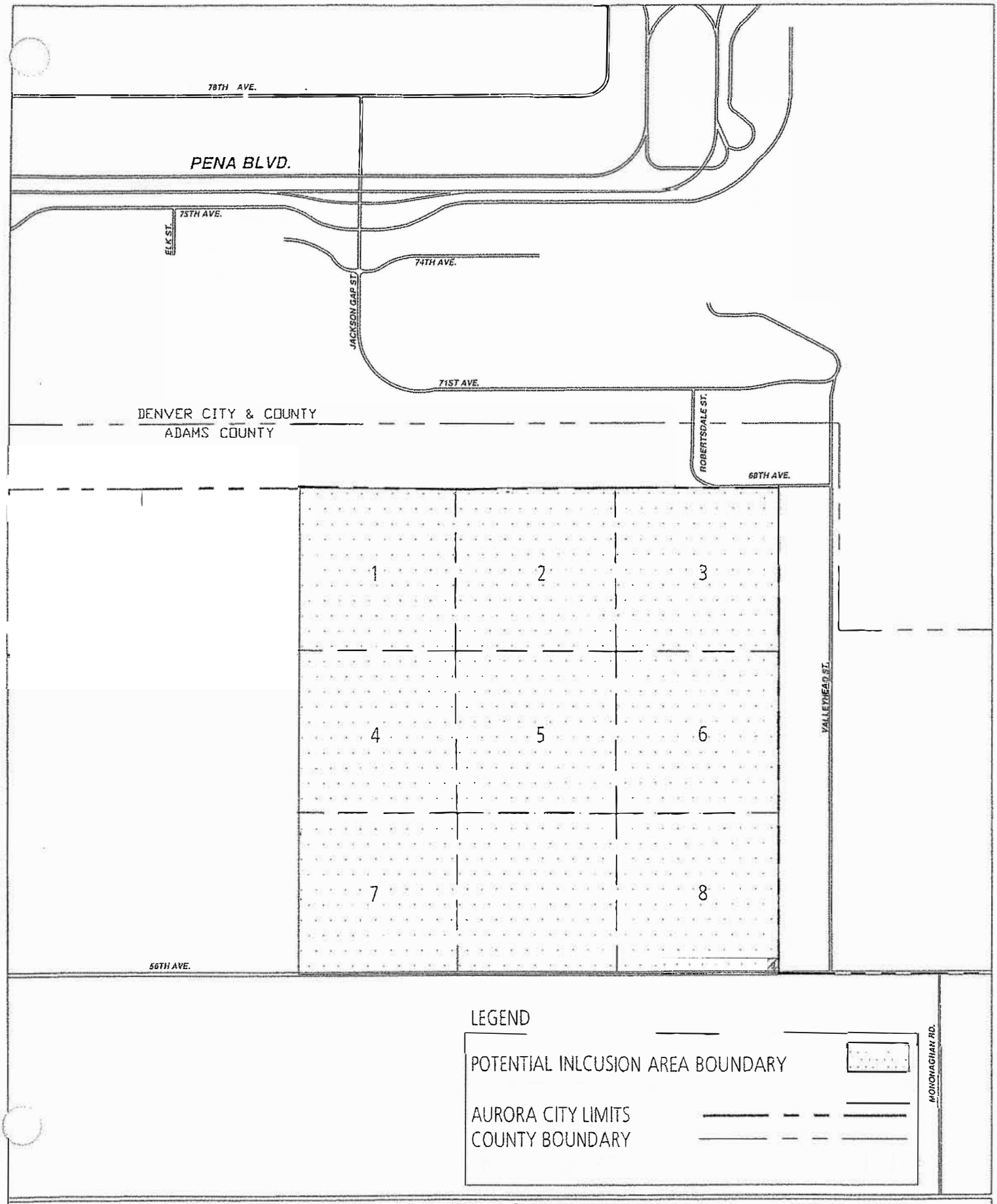


EXHIBIT C -2

Velocity Metropolitan District

Inclusion Area Boundary Map

CIVITAS

1200 Bannock Street
Denver, Colorado 80204
Tel: 303.571.0553

EXHIBIT C-1

Current District Boundary Map

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF AURORA, COLORADO
AND
VELOCITY METROPOLITAN DISTRICT NO. 3

THIS AGREEMENT is made and entered into as of this ___ day of _____, _____, by and between the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado ("City"), and VELOCITY METROPOLITAN DISTRICT NO. 3, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"). The City and the District are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District's First Amended and Restated Service Plan approved by the City on ____ ("Service Plan"); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the City and the District, as required by the Aurora City Code; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement ("Agreement").

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Operations and Maintenance. The Districts shall dedicate the Public Improvements (as defined in the Service Plan) to the City or other appropriate jurisdiction or owner's association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The Districts shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto.

Any Fee imposed by the District for access to such park and recreation improvements shall not result in Non-District City residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the District. However, the District

shall be entitled to impose an administrative fee as necessary to cover additional expenses associated with Non-District City residents to ensure that such costs are not the responsibility of District residents. All such Fees shall be based upon the District's determination that such Fees do not exceed reasonable annual market fee for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the Districts shall be open to the general public and Non-District City residents, subject to the rules and regulations of the Districts as adopted from time to time. Trails which are interconnected with a city or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the Districts.

2. Fire Protection. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction. The District shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

5. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction and of those special districts that qualify as "interested parties" under Section 32-1-204(1), C.R.S., as applicable. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the

Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

8. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not any time exceed the Maximum Debt Mill Levy of the Districts.

9. Initial Debt. On or before the effective date of approval by the City of an Approved Development Plan (as defined in the Service Plan), the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any fees used for the purpose of repayment of Debt.

10. Total Debt Issuance. The District shall not issue Debt in excess of One Hundred Ninety-Five Million Dollars ($195,000,000).

11. Fee Limitation. Each of the Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

12. Debt Issuance Limitation. The District shall not be authorized to incur any indebtedness until such time as the District has approved and executed the IGA and approved the imposition of the Aurora Regional Improvement Mill Levy (as defined in the Service Plan) upon all taxable property located within the boundaries of the District.

13. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the District without any limitation.

14. Consolidation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City, unless such consolidation is with is with one or more of the Districts.

15. Bankruptcy. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

16. Dissolution. Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

17. Disclosure to Purchasers. The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, Fees, tolls and charges. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

18. Service Plan Amendment Requirement. Actions of the District which violate the limitations set forth in V.A.1-14 or VII.B-G of the Service Plan shall be deemed to be material modifications to the Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

19. Multiple District Structure. It is anticipated that the Districts, collectively, will undertake the financing and construction of the improvements contemplated herein. Specifically, the Districts shall enter into one or more intergovernmental agreements which shall govern the relationships between and among the Districts with respect to the financing,

construction and operation of the improvements contemplated herein. The District will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements.

20. Annual Report. The District shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued, pursuant to the City Code and containing the information set forth in Section VIII of the Service Plan.

21. Regional Improvements. The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of participation in the alternatives set forth in Section VI.A, B or C of the Service Plan.

The District shall impose the ARI Mill Levy and shall convey it as follows:

(a) If the District has executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the terms of which provide for the City to appoint no less than thirty percent (30%) and no more than forty-nine percent (49%) of the board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

(b) If the City and the District have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the District in accordance with such agreement; or

(c) If neither Section VI.A nor VI.B of the Service Plan is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under Section VI of the Service Plan and shall not expend such revenue until an intergovernmental agreement is executed between the District establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the Service Plan by the City and neither Section VI.A nor VI.B of the Service Plan have occurred within two (2) years from the date of the approval of the Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the District as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, the District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI. B of the Service Plan. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Section VI.A, B or C of the Service Plan, unless the City has agreed otherwise in writing; provided, however in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. The District shall cease to be obligated to impose, collect and convey to the City the revenue from the ARI Mill Levy described in Section VI of the Service Plan at such time as the area within the District's boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements.

22. Maximum Debt Mill Levy. The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

(a) For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 of the Service Plan; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

(b) For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

(c) For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 of the Service Plan, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by

such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

23. Maximum Debt Mill Levy Imposition Term. The District shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI of the Service Plan. Other than the ARI Mill Levy, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

24. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:
Velocity Metropolitan District No. 3
Icenogle Seaver Pogue, P.C.
4725 S. Monaco St., Suite 360
Attn: Alan D. Pogue
Phone: (303) 292-9100

To the City:
City of Aurora
15151 E. Alameda Pkwy., 5th Floor
Aurora, CO 80012
Attn: Daniel L. Brotzman, City Attorney
Phone: (303) 739-7030
Fax: (303) 739-7042

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

25. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

26. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

27. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

28. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

29. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

30. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

31. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

32. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

33. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

34. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

35. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

SIGNATURE PAGES TO INTERGOVERNMENTAL AGREEMENT

VELOCITY METROPOLITAN DISTRICT NO. 3

By: _____
President

Attest:

_____
Secretary

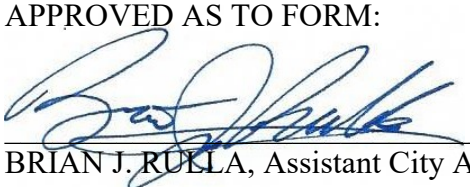
CITY OF AURORA, COLORADO

By: _____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:



_____
BRIAN J. RULLA, Assistant City Attorney

RESOLUTION NO. R2021-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE FIRST AMENDED AND RESTATED SERVICE PLAN FOR THE VELOCITY METROPOLITAN DISTRICT NO. 3 AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO AND THE DISTRICT

WHEREAS, pursuant to Section 32-1-204.5, C.R.S., as amended, and Section 122-29 of the City Code, the First Amended and Restated Service Plan (the "Service Plan") for the Velocity Metropolitan District No. 3 (the "District") has been submitted to the City Council (the "City Council") of the City of Aurora, Colorado (the "City"); and

WHEREAS, the City Council approved the original Service Plan (the "Original Service Plan") for the District on December 17, 2017 and the First Amendment (the "First Amendment") to Original Service Plan plan on February 4, 2019; and

WHEREAS, the District would like to Amend and Restate the Service Plan and allow for the total debt issuance limitation of the District to be increased to $195,000,000 due to increased costs and in anticipation of refinancing outstanding bonds; and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, and Chapter 122 of the City Code, the City Council is to hold a public hearing on the Service Plan for the District; and

WHEREAS, notice of the hearing before the City Council was duly published in the *Aurora Sentinel*, a newspaper of general circulation within the City, as required by law, and mailed to all interested persons, the Division of Local Government, and the governing body of each municipality and title 32 district that has levied an ad valorem tax within the next preceding tax year and that has boundaries within a radius of three miles of the District; and

WHEREAS, the City Council has considered the Service Plan and all other testimony and evidence presented at the hearing; and

WHEREAS, the City Council finds that the Service Plan should be approved without conditions, as permitted by Sections 32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended, and Section 122-34(a) of the City Code; and

WHEREAS, the City Council further finds that it is in the best interests of the citizens of the City to enter into an Intergovernmental Agreement (the "IGA") with the District for the purpose of assigning the relative rights and responsibilities between the City and the District with respect to certain functions, operations, and obligations of the District; and

WHEREAS, Section 10-12 of the City Charter requires a resolution to authorize the execution of intergovernmental agreements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF

AURORA, COLORADO, THAT:

Section 1. The City Council hereby finds and determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, and Chapter 122 of the City Code relating to the filing of the Service Plan for the District have been fulfilled and that notice of the hearing was given in the time and manner required by law and that City Council has jurisdiction to act on the Service Plan.

Section 2. The City Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard and that evidence satisfactory to the City Council of each of the following was presented:

a. There is sufficient existing and projected need for organized service in the area to be serviced by the District;

b. The existing service in the area to be served by the District is inadequate for present and projected needs;

c. The District is capable of providing economical and sufficient service to the area within their proposed boundaries;

d. The area to be included in the District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;

e. Adequate service is not, or will not be, available to the area through the City, Arapahoe County, or other existing municipal or quasi-municipal corporations, including other existing title 32 districts, within a reasonable time and on a comparable basis;

f. The facility and service standards of the District is compatible with the facility and service standards of the City;

g. The proposed Service Plan is in substantial compliance with the comprehensive plan of the City as adopted pursuant to the City Code;

h. The proposed Service Plan is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area; and

i. The creation of the District will be in the best interests of the area proposed to be served.

Section 3. The City Council hereby approves the Service Plan for the District as submitted.

Section 4. The Mayor and the City Clerk are hereby authorized to execute, on behalf

of the City, the IGA in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

Section 5. The District shall not be authorized to incur any additional bonded indebtedness until such time as the District has approved and executed the IGA.

Section 6. This Resolution shall be filed in the records of the City and a certified copy thereof submitted to the petitioners for the District for the purpose of filing in the District Court of Adams County.

Section 7. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Resolution, are hereby rescinded.

RESOLVED AND PASSED this ____ day of _____, 2021.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

CMcK
_____
BRIAN J. RULLA, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: A Resolution to Approve the Velocity No. 4 Metropolitan District Amended and Restated Service Plan
Item Initiator: Cesarina Dancy, Development Project Coordinator, Office of Development Assistance
Staff Source/Legal Source: Jacob Cox, Manager, Office of Development Assistance / Brian Rulla, Assistant City Attorney
Outside Speaker:
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 6/7/2021

Regular Meeting: 6/14/2021

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

☒ Approve Item as proposed at Study Session

☐ Information Only

☐ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as proposed at Regular Meeting

☐ Approve Item with Waiver of Reconsideration

Why is a waiver needed?Click or tap here to enter text.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 5/25/2021

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Recommendation Report Attached

☒ Minutes Attached

☐ Minutes Not Available

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

The Velocity Metropolitan Districts Nos. 1-9 were approved by the City of Aurora in 2007. The district is located generally northeast of Harvest Road and 56th Avenue. Velocity Metropolitan District No. 4 is requesting that City Council approve the attached Amended and Restated Service Plan. In 2019, Velocity Metropolitan Districts 4, 5 and 6 were amended to allow for an increase in the ARI mill levy and subsequently established the 64th Avenue Authority together with other Districts in the area.

Velocity Metropolitan District No. 4 is part of the Porteos Master Plan development. The Porteos development is entirely commercial and industrial, and no residential development is planned.

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

Velocity Metropolitan District No. 4 is requesting approval of an Amended and Restated Service Plan (attached) that increases the Districts' total debt issuance limitations from $100,000,000 to $195,000,000. The Service Plan Amendment is limited to this and does not otherwise amend the Service Plan. The District has outlined their financial plan in the transmittal letter (attached). This request is being made due to increasing costs and in anticipation of refinancing the Districts' outstanding bonds in the next 3-5 years to reduce long-term costs. This service plan will be approved by resolution.

The Vicinity Map and transmittal letter are attached to the Velocity Metropolitan District No. 1 item in this packet.

QUESTIONS FOR COUNCIL

Does Council wish to move this item forward to the June 14, 2021 Regular Meeting?

LEGAL COMMENTS

Title 32, Article 1, C.R.S., as amended, and Section 122-36(b) of the City Code each provide that material modifications to an approved metropolitan district service plan may be made by the board of directors of a district only by petition to and approval by the City Council in substantially the same manner as provided for in the approval for an original service plan.

Section 122-32 of the City Code requires that the City Council conduct a public hearing regarding approval of the proposed district and its service plan. Therefore, a public hearing is required prior to material modifications of the service plan pursuant to Section 122-36(b).

The approval of the Amended Intergovernmental Agreement requires a resolution pursuant to City Charter Section 10-12. (Rulla)

PUBLIC FINANCIAL IMPACT

☐ YES ☒ NO

If yes, explain:

PRIVATE FISCAL IMPACT

☐ Not Applicable ☒ Significant ☐ Nominal

If Significant or Nominal, explain: The Velocity No. 4 Metropolitan District is a Title 32 District which has the authority to levy a property tax within the boundaries of the District. Changes made to the service plan regarding debt limitation will have a private fiscal impact on the owners of such property. The proposed debt limit

increase should benefit the owners of property within the District by allowing additional resources for infrastructure construction.

FIRST AMENDED AND RESTATED

SERVICE PLAN

FOR

VELOCITY METROPOLITAN DISTRICT NO. 4

CITY OF AURORA, COLORADO

Prepared

by

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May 18, 2021

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EXHIBIT D	Intergovernmental Agreement between the District and Aurora

I. INTRODUCTION

A. Purpose and Intent.

The District was formed on June 6, 2008 following approval by the City Council of the District's original service plan, as subsequently amended.[1] The District is amending its original service plan due to increasing costs and to facilitate future funding and refinancing of the Public Improvements required to serve the Project. This Service Plan is intended to modify, replace, restate and superseded the original service plan, as amended, in its entirety.

The District is an independent unit of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Service Plan, its activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Service Plan. It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these Public Improvements.

The District is not being created to provide ongoing operations and maintenance services other than as specifically set forth in this Service Plan.

B. Need for the District.

There are currently no other governmental entities, including the City, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the City Regarding District's Service Plan.

The City's objective in approving the Service Plan for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for residential properties and at a tax mill levy no higher than the Maximum Debt Mill Levy for commercial and residential properties, and/or repaid by Fees, as long as such Fees are not imposed upon or collected from Taxable Property owned or occupied by an End User for the purpose of creating a capital cost payment obligation as further described in Section V.A. 11. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax and Fee

[1] The original service plan was approved by the City Council on December 17, 2007, as amended by a first amendment thereto approved by the City Council on February 4, 2019, and a second amendment thereto approved by the City Council on August 5, 2019, effective September 7, 2019 (the "Second Amendment to the Service Plan").

burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Service Plan is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs. Operational activities are allowed, but only through an intergovernmental agreement with the City.

It is the intent of the District to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt, and if the District has authorized operating functions under an intergovernmental agreement with the City, to retain only the power necessary to impose and collect taxes or Fees to pay for these costs.

The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Fees or from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy on commercial and residential properties and which shall not exceed the Maximum Debt Mill Levy Imposition Term on residential properties. It is the intent of this Service Plan to assure to the extent possible that no commercial or residential property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no property developed for a residential use bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District. With regard to Regional Improvements, this Service Plan also provides for the Districts to pay a portion of the cost of regional infrastructure as part of ensuring that development and those that benefit from development pay for the associated costs.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Approved Development Plan: means a Framework Development Plan or other process established by the City for identifying, among other things, Public Improvements necessary for facilitating development for property within the Service Area as approved by the City pursuant to the City Code and as amended pursuant to the City Code from time to time.

ARI or Regional Improvements: means Aurora Regional Improvements.

ARI Authority: means one or more Authorities established by an ARI Authority Establishment Agreement.

ARI Establishment Agreement: means an intergovernmental agreement establishing an ARI Authority which has, at minimum, Title 32 special districts from three (3) or more Approved Development Plan areas as parties to the Agreement.

ARI Master Plan: means one or more master plans adopted by an ARI Authority establishing Regional Improvements which will benefit the taxpayers and service users of the Districts which constitute such ARI Authority, which master plan will change from time to time.

ARI Mill Levy: means five (5) mills if the District has executed an ARI Establishment Agreement or such lesser amount as is necessary to satisfy any debt issued by such ARI Authority, or, in the event the District has not executed an ARI Establishment Agreement within one (1) year following the date of approval of the Second Amendment to the Service Plan, then, the following:

A. For districts with property within their boundaries developed with any residential uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20^{th}) year; and (ii) shall be five (5) mills from the twenty-first (21^{st}) year through the fortieth (40^{th}) year or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs; and (iii) for an additional ten (10) years, the mill levy shall be equal to the average debt service mill levy imposed by such district in the ten (10) years prior to the date of repayment of the debt incurred for Public Improvements other than Regional Improvements; and

B. For districts with property within their boundaries developed solely for commercial uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20^{th}) year; (ii) shall be one and one-half (1.5) mills from the twenty-first (21^{st}) year through the date of repayment of debt incurred for Public Improvements, other than Regional Improvements; and (iii) for five (5) years thereafter, the mill levy shall be the lesser of twenty (20) mills or a mill levy equal to the average debt service mill levy imposed by such district in the ten (10) years prior to the date of repayment of debt issued for Public Improvements, other than Regional Improvements; and

C. Any district may, pursuant to any intergovernmental agreement with the City, extend the term for application of the ARI Mill Levy beyond the years set forth in A and B above. The Maximum Mill Levy Imposition Term shall include the terms set forth in A and B above and any extension of the term as approved in an intergovernmental agreement as described herein.

D. All mills described in this ARI Mill Levy definition shall be subject to adjustment as follows: On or after January 1, 2004, if there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the one (1) mill levy described above may be increased or decreased to reflect such changes, such

increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes, for purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

Board: means the board of directors of the District.

Bond, Bonds or Debt: means bonds or other obligations for the payment of which the District has promised to impose an *ad valorem* property tax mill levy, and/or collect Fee revenue.

City: means the City of Aurora, Colorado.

City Code: means the City Code of the City of Aurora, Colorado.

City Council: means the City Council of the City of Aurora, Colorado.

Current District Boundaries: means the boundaries of the area described in the Current District Boundary Map.

District: means Velocity Metropolitan District No. 4.

Districts: means District No. 4 and District Nos. 1, 2, 3, 5, 6, 7, 8, and 9, collectively.

End User: means any owner, or tenant of any owner, of any taxable improvement within the Districts who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

External Financial Advisor: means a consultant that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Fee(s): means any fee imposed by the Districts for services, programs or facilities provided by the Districts, as described in Section V.A.11. below.

Financial Plan: means the combined Financial Plan of the Districts as described in Section VII which describes (i) how the Public Improvements are to be financed; (ii) how

the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

Inclusion Area Boundaries: means the boundaries of the area described in the Inclusion Area Boundary Map.

Inclusion Area Boundary Map: means the map attached hereto as **Exhibit C-2**, describing the property proposed for inclusion within one, but not any more than one, of the boundaries of the Districts.

Current District Boundary Map: means the map attached hereto as **Exhibit C-1**, describing the District's current boundaries.

Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt as set forth in Section VII.C below.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy on a particular property developed for residential uses as set forth in Section VII.D below.

Project: means the development or property commonly referred to as Porteos or Velocity.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act, except as specifically limited in Section V below to serve the future taxpayers and inhabitants of the Service Area as determined by the Board of the District.

Regional Improvements: means Public Improvements and facilities that benefit the Service Area and which are to be financed pursuant to Section VI below.

Service Area: means the property within the Current District Boundary Map and the Inclusion Area Boundary Map.

Service Plan: means this service plan for the District approved by City Council.

Service Plan Amendment: means an amendment to the Service Plan approved by City Council in accordance with the City's ordinance and the applicable state law.

Special District Act: means Section 32-1-101, et seq., of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real or personal property within the Service Area subject to ad valorem taxes imposed by the Districts.

III. BOUNDARIES

The area of the Current District Boundaries includes approximately eighty-seven (87) acres and the total area proposed to be included in the Inclusion Area Boundaries is approximately one thousand four hundred forty-seven (1,447) acres. A legal description of the Current District Boundaries and the Inclusion Area Boundaries is attached hereto as **Exhibit A**. A vicinity map is attached hereto as **Exhibit B**. A map of the Current District Boundaries is attached hereto as **Exhibit C-1**, and a map of the Inclusion Area Boundaries is attached hereto as **Exhibit C-2**. It is anticipated that the District's boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Section 32-1-401, et seq., C.R.S., and Section 32-1-501, et seq., C.R.S., subject to the limitations set forth in Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately one thousand four hundred forty-seven (1,447) acres of commercial and industrial land. The current assessed valuation of the Service Area is $34,630,970.00 for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The population of the District at build-out is estimated to be approximately zero (0) people.

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Service Plan Amendment.

The District shall have the power and authority to provide the Public Improvements and related operation and maintenance services within and without the boundaries of the District as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

In connection with the performance of all acts or activities hereunder, the District shall not violate any protection clauses of the United States or Colorado State Constitutions. The District shall not discriminate against any person because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability, and further shall insert the foregoing provision in contracts or subcontracts let by the District to accomplish the purposes of this service plan.

1. Operations and Maintenance Limitation. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements to the City or other appropriate jurisdiction or owner's association in a manner consistent with the Approved Development Plan and other rules and regulations of the

City and applicable provisions of the City Code. The Districts shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto. Any Fee imposed by the Districts for access to such park and recreation improvements shall not result in Non-District Aurora residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the Districts. However, the Districts shall be entitled to impose an administrative Fee as necessary to cover additional expenses associated with Non-District Aurora residents to ensure that such costs are not the responsibility of Districts residents. All such Fees shall be based upon the Districts' determination that such Fees do not exceed reasonable annual market fees for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the Districts shall be open to the general public and Non-District Aurora residents, subject to the rules and regulations of the Districts as adopted from time to time. Trails which are interconnected with a city or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the Districts.

2. Fire Protection Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction Limitation. Acknowledging that the City has financed public golf courses and desires to coordinate the construction of public golf courses in the City's boundaries, the District shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

5. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The

District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

8. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

9. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Fees used for the purpose of repayment of Debt.

10. Total Debt Issuance Limitation. The District shall not issue Debt in excess of One Hundred Ninety-Five Million Dollars ($195,000,000).

11. Fee Limitation. Each of the Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable

Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

12. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the District without any limitation.

13. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City, unless such consolidation is with one or more of the Districts.

14. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

15. Service Plan Amendment Requirement. This Service Plan has been designed with sufficient flexibility to enable the District to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the District which violate the limitations set forth in V.A.1-14 above or in VII.B-G. shall be deemed to be material modifications to this Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

B. Preliminary Engineering Survey.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the District, to be more specifically defined

in an Approved Development Plan. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the Service Area and is approximately Six Hundred Million Dollars ($600,000,000).

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the City and shall be in accordance with the requirements of the Approved Development Plan. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

C. Multiple District Structure.

It is anticipated that the Districts, collectively, will undertake the financing and construction of the improvements contemplated herein. Specifically, the Districts shall enter into one or more intergovernmental agreements which shall govern the relationships between and among the Districts with respect to the financing, construction and operation of the improvements contemplated herein. The District will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements.

VI. REGIONAL IMPROVEMENTS

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of participation in the alternatives set forth in Section VI.A, B or C below.

The District shall impose the ARI Mill Levy and shall convey it as follows:

A. If the District has executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the terms of which provide for the City to appoint no less than thirty percent (30%) and no more than forty-nine percent (49%) of the board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

B. If the City and the District have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the District in accordance with such agreement; or

C. If neither Section VI.A nor VI.B above is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under this Section VI and shall not expend such revenue until an intergovernmental agreement is executed between the District establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the Service Plan by the City and neither Section VI.A nor VI.B above have occurred within two (2) years from the date of the approval of the Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the District as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, the District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI. B above. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Section VI.A, B or C set forth above, unless the City has agreed otherwise in writing; provided, however in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. The District shall cease to be obligated to impose, collect and convey to the City the revenue from the ARI Mill Levy described in this Section VI at such time as the area within the District's boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements. The Porteos Business Improvement District shall not be a Business Improvement District for purposes of this paragraph.

The District shall have the authority to issue Debt for the Regional Improvements, in an amount not to exceed Seventy-Five Million Dollars ($75,000,000) pursuant to agreements as described in VI.A, B or C above.

VII. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay within the

Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy and other legally available revenues. The total Debt that the District shall be permitted to issue shall not exceed One Hundred Ninety-Five Million Dollars ($195,000,000) and shall be permitted to be issued on a schedule and in such year or years as the District determine shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. All bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including general ad valorem taxes and Fees to be imposed upon all Taxable Property within the District. The District will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy.

The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

1. For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 below; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

2. For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

3. For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 above, so that the District is entitled to pledge to its payment an unlimited ad

valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

D. Maximum Debt Mill Levy Imposition Term.

The District shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI. Other than the ARI Mill Levy, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

E. Debt Repayment Sources.

The District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance. The District may also rely upon various other revenue sources authorized by law. At the District's discretion, these may include the power to assess fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(l), C.R.S., as amended from time to time. In no event shall the debt service mill levy in the District exceed the Maximum Debt Mill Levy or, for residential property within the District, the Maximum Debt Mill Levy Imposition Term, except pursuant to an intergovernmental agreement between the District and the City for Regional Improvements.

F. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

> By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document

used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

G. Security for Debt.

The District shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the City of payment of any of the District's obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

H. TABOR Compliance.

The District will comply with the provisions of TABOR. In the discretion of the Board, the District may set up other qualifying entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by the District will remain under the control of the District's Board.

I. District's Operating Costs.

The cost of acquiring land, engineering services, legal services and administrative services, together with the costs of the District's organization and initial operations, have been reimbursed from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The current year's operating budget is Two Thousand Seven Hundred Seventy Dollars ($2,770) which is derived from property taxes and other revenues.

The Maximum Debt Mill Levy for the repayment of Debt shall not apply to the District's ability to increase its mill levy as necessary for provision of operation and maintenance services to its taxpayers and service users.

VIII. ANNUAL REPORT

A. General.

The District shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.

2. Intergovernmental Agreements with other governmental entities, either entered into or proposed as of December 31 of the prior year.

3. Copies of the District's rules and regulations, if any as of December 31 of the prior year.

4. A summary of any litigation which involves the District Public Improvements as of December 31 of the prior year.

5. Status of the District's construction of the Public Improvements as of December 31 of the prior year.

6. A list of all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of December 31 of the prior year.

7. The assessed valuation of the District for the current year.

8. Current year budget including a description of the Public Improvements to be constructed in such year.

9. Audit of the District's financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.

10. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.

11. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

IX. DISSOLUTION

Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

X. DISCLOSURE TO PURCHASERS

The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, Fees, tolls and charges. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

XI. INTERGOVERNMENTAL AGREEMENT

The form of the intergovernmental agreement required by the City Code, relating to the limitations imposed on the District's activities, is attached hereto as **Exhibit D**. The District shall approve the intergovernmental agreement in the form attached as **Exhibit D** at its first Board meeting after its organizational election. Failure of the District to execute the intergovernmental agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The City Council shall approve the intergovernmental agreement in the form attached as **Exhibit D** at the public hearing approving the Service Plan.

XII. CONCLUSION

It is submitted that this Service Plan for the District, as required by Section 32-1-203(2), C.R.S., and Section 122-35 of the City Code, establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;

2. The existing service in the area to be served by the District is inadequate for present and projected needs;

3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries; and

4. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

5. Adequate service is not, and will not be, available to the area through the City or county or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.

6. The facility and service standards of the District are compatible with the facility and service standards of the City within which the special district is to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.

7. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the City Code.

8. The proposal is in compliance with any duly adopted City, regional or state long-range water quality management plan for the area.

9. The creation of the District is in the best interests of the area proposed to be served.

EXHIBIT A

Legal Descriptions

DIRECTOR PARCEL – VELOCITY METROPOLITAN DISTRICT NO. 4
SW 1/4 SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST, 6TH P.M.

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND CONSIDERING THE WEST LINE OF SAID SOUTHWEST QUARTER, BEING MONUMENTED AS SHOWN ON THE ATTACHED EXHIBIT, TO BEAR NORTH 00°37'54" WEST, 2651.38 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 00°37'54" WEST ALONG SAID WEST LINE, A DISTANCE OF 1005.00 FEET;

THENCE NORTH 89°22'06" EAST, A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00°37'54" WEST, A DISTANCE OF 105.00 FEET;

THENCE NORTH 89°22'06" EAST, A DISTANCE OF 105.00 FEET TO A POINT ON THE EASTERLY LINE OF THAT PUBLIC SERVICE COMPANY OF COLORAD EASEMENT AS DECSCRIBED IN DEED RECORDED IN BOOK 5364 AT PAGE 596 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;

THENCE SOUTH 00°37'54" EAST ALONG SAID EASTERLY LINE, A DISTANCE OF 105.00 FEET;

THENCE SOUTH 89°22'06" WEST, A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING,

SAID PARCEL CONTAINING A CALCULATED AREA OF 11,025 SQUARE FEET OR 0.253 ACRE, MORE OR LESS.

THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

I, WILLIAM F. HESSELBACH JR., A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

WILLIAM F. HESSELBACH JR., P.L.S. 25369
FOR AND ON BEHALF OF
CVL CONSULTANTS OF COLORADO, INC.
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112

EXHIBIT A

PROPERTY DESCRIPTION

THREE PARCELS OF LAND BEING A PORTION OF SECTION 5, AND SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE ASSUMED AND ARE BASED ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5, AS BEARING S00°15'29"E A DISTANCE OF 2651.67 FEET BETWEEN THE CENTER QUARTER CORNER OF SAID SECTION 5 BEING MONUMENTED BY A 3-1/4" ALUMINUM CAP LS 27275 AND THE NORTH QUARTER CORNER OF SAID SECTION 8 BEING MONUMENTED BY A 3-1/4" ALUMINUM CAP LS 14630.

PARCEL 1

COMMENCING AT SAID CENTER QUARTER CORNER OF SECTION 5;
THENCE S72°39'11"W A DISTANCE OF 1639.76 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF JACKSON GAP AS DESCRIBED AT RECEPTION NO. 2013000094501 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, SAID POINT BEING THE **POINT OF BEGINNING;**
THENCE S89°40'05"E A DISTANCE OF 73.11 FEET;
THENCE S59°00'41"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 962.38 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 29°34'06", A RADIUS OF 1395.00 FEET, A CHORD BEARING S44°13'38"E A DISTANCE OF 711.95 FEET, AND AN ARC DISTANCE OF 719.91 FEET;
THENCE S89°40'02"E NON-TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 841.44 FEET;
THENCE S00°00'04"W A DISTANCE OF 318.58 FEET;
THENCE S89°59'56"E A DISTANCE OF 239.54 FEET;
THENCE S00°01'22"W A DISTANCE OF 424.46 FEET;
THENCE S00°01'18"E NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 457.17 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 64TH AVENUE AS DESCRIBED AT RECEPTION NO. 2019000043876 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;
THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES;
1. ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 01°09'54", A RADIUS OF 955.00 FEET, A CHORD BEARING N79°57'30"W A DISTANCE OF 19.42 FEET, AND AN ARC DISTANCE OF 19.42 FEET;
2. THENCE N79°22'33"W TANGENT WITH THE LAST AND FOLLOWING DESCRIBED CURVES A DISTANCE OF 148.12 FEET;
3. THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 10°33'33", A RADIUS OF 955.00 FEET, A CHORD BEARING N84°39'19"W A DISTANCE OF 175.75 FEET, AND AN ARC DISTANCE OF 176.00 FEET;

KENNETH G. OUELLETTE, P.L.S. 24673
DATE: AUGUST 11, 2020
JOB NO. 65418434
FOR AND ON BEHALF OF MERRICK & COMPANY

MERRICK®
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

VELOCITY METROPOLITAN DISTRICT NO. 4

DATE: 8/11/20

SHEET: 1 OF 3

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EXHIBIT A

PROPERTY DESCRIPTION

4. THENCE N89°56'06"W TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 313.18 FEET;
5. THENCE N89°37'30"W A DISTANCE OF 491.28 FEET;
6. THENCE N89°47'10"W A DISTANCE OF 354.28 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF JACKSON GAP;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES:

1. N00°12'50"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 465.49 FEET;
2. THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 59°13'35", A RADIUS OF 792.00 FEET, A CHORD BEARING N29°23'57"W A DISTANCE OF 782.72 FEET, AND AN ARC DISTANCE OF 818.69 FEET;
3. THENCE N59°00'45"W TANGENT WITH THE LAST AND FOLLOWING DESCRIBED CURVES A DISTANCE OF 294.80 FEET;
4. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 59°20'35", A RADIUS OF 708.00 FEET, A CHORD BEARING N29°20'27"W A DISTANCE OF 700.96 FEET, AND AN ARC DISTANCE OF 733.30 FEET;
5. THENCE N00°19'51"E TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 249.01 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 2,456,089 SQUARE FEET (56.384 ACRES), MORE OR LESS.

PARCEL 2

COMMENCING AT SAID CENTER QUARTER CORNER OF SECTION 5;
THENCE S12°06'00"E A DISTANCE OF 2777.84 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF 64TH AVENUE AS DESCRIBED AT RECEPTION NO. 2019000043876 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, SAID POINT BEING THE **POINT OF BEGINNING**;
THENCE S00°17'58"E A DISTANCE OF 282.71 FEET;
THENCE N89°40'46"W A DISTANCE OF 27.02 FEET;
THENCE N00°17'58"W NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 283.35 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF 64TH AVENUE;
THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 01°44'13", A RADIUS OF 892.00 FEET, A CHORD BEARING S88°19'23"E A DISTANCE OF 27.04 FEET, AND AN ARC DISTANCE OF 27.04 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 7,650 SQUARE FEET (0.176 ACRES), MORE OR LESS.

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR
KENNETH G. OUELLETTE
24673

KENNETH G. OUELLETTE, P.L.S. 24673
DATE: AUGUST 11, 2020
JOB NO. 65418434
FOR AND ON BEHALF OF MERRICK & COMPANY

MERRICK®
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

VELOCITY METROPOLITAN DISTRICT NO. 4

DATE: 8/11/20

SHEET: 2 OF 3

Q:\DEN\PROJECTS\8434-00-VELOCITY METRO DISTRICT\DESIGN\SURVEY\DWG\DISTRICT BOUNDARIES.DWG

EXHIBIT A

PROPERTY DESCRIPTION

PARCEL 3

COMMENCING AT SAID CENTER QUARTER CORNER OF SECTION 5;
THENCE S11°38'08"E A DISTANCE OF 2773.01 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF 64TH AVENUE AS DESCRIBED AT RECEPTION NO. 2019000043876 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, SAID POINT BEING THE **POINT OF BEGINNING**;
THENCE S00°17'58"E A DISTANCE OF 283.32 FEET;
THENCE N89°40'46"W A DISTANCE OF 496.71 FEET;
THENCE S00°01'03"E A DISTANCE OF 354.57 FEET;
THENCE S89°58'57"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 243.93 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 89°23'17", A RADIUS OF 250.00 FEET, A CHORD BEARING S45°19'19"E A DISTANCE OF 351.66 FEET, AND AN ARC DISTANCE OF 390.03 FEET;
THENCE S00°37'40"E TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 1000.12 FEET;
THENCE N89°39'32"W A DISTANCE OF 367.61 FEET;
THENCE S45°07'32"W A DISTANCE OF 9.52 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF JACKSON GAP AS DESCRIBED AT RECEPTION NO. 2013000094501 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES:
1. N44°52'35"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 111.92 FEET;
2. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 33°05'22", A RADIUS OF 758.00 FEET, A CHORD BEARING N28°19'54"W A DISTANCE OF 431.70 FEET, AND AN ARC DISTANCE OF 437.76 FEET;
3. THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 12°00'03", A RADIUS OF 758.00 FEET, A CHORD BEARING N05°47'12"W A DISTANCE OF 158.48 FEET, AND AN ARC DISTANCE OF 158.77 FEET;
4. THENCE N00°12'50"E TANGENT WITH THE LAST DESCRIBED CURVE AND NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 1255.95 FEET;
5. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 25.00 FEET, A CHORD BEARING N45°12'54"E A DISTANCE OF 35.36 FEET, AND AN ARC DISTANCE OF 39.27 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF 64TH AVENUE;
THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES:
1. S89°47'10"E A DISTANCE OF 329.18 FEET;
2. THENCE S89°37'30"E A DISTANCE OF 482.27 FEET;
3. THENCE S84°59'44"E A DISTANCE OF 70.25 FEET;
4. THENCE S89°56'06"E A DISTANCE OF 241.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,324,598 SQUARE FEET (30.409 ACRES), MORE OR LESS.

KENNETH G. OUELLETTE, P.L.S. 24673
DATE: AUGUST 11, 2020
JOB NO. 65418434
FOR AND ON BEHALF OF MERRICK & COMPANY

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5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

VELOCITY METROPOLITAN DISTRICT NO. 4

DATE: 8/11/20

SHEET: 3 OF 3

Q:\DEN\PROJECTS\8434-00-VELOCITY METRO DISTRICT\DESIGN\SURVEY\DWG\DISTRICT BOUNDARIES.DWG

Inclusion Area Boundaries:

A PARCEL OF LAND BEING ALL OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION 4, THE SOUTH ONE-HALF (S ½) OF SECTION 5, THE NORTH ONE-HALF (N ½) OF SECTION 8, A PART OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 8 AND THE WEST ONE-HALF (W ½) OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 5; THENCE S89°40'05"E, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5, A DISTANCE OF 2659.06 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF SAID SECTION 5;
THENCE S89°40'05"E, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 5, A DISTANCE OF 2655.55 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST ONE-QUARTER OF SAID SECTION 5,
THENCE N89°42'57"E, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 4, A DISTANCE OF 2640.56 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF SAID SECTION 4,
THENCE S00°30'38"E, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 2674.79 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF SAID SECTION 9;
THENCE S00°26'59"E, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 2643.86 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF SAID SECTION 9;
THENCE S00°26'59"E , ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 2649.32 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 9;
THENCE S89°57'02"W, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 2639.17 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST ONE-QUARTER OF SAID SECTION 9;
THENCE N00°37'57"W, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 2651.44 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 8;
THENCE N89°43'56"W, ALONG THE SOUTH LINE OF SAID NORTHEAST ONE-QUARTER OF SAID SECTION 8, A DISTANCE OF 2651.88 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 8;
THENCE S00°37'45"E, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 8, A DISTANCE OF 2544.11 FEET TO A POINT 110.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 8;
THENCE N89°47'21"W, PARALLEL WITH AND 110.00 FEET NORTH OF SAID SOUTH LINE, A DISTANCE OF 2651.98 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 8;
THENCE N00°47'40"W, ALONG THE SAID WEST LINE, A DISTANCE OF 2546.87 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 8;

THENCE N00°46'20"W, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 8, A DISTANCE OF 2655.83 FEET TO THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 8;
THENCE N00°06'30"W, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 5, A DISTANCE OF 2655.98 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 1,286.909 ACRES (56,057,763 SQ. FT.) OF LAND MORE OR LESS.

PREPARED BY:
JANET A. CALDWELL, P.L.S. 29027
FOR AND ON BEHALF OF THE LUND PARTNERSHIP, INC.
12265 W. BAYAUD AVE., SUITE 130
LAKEWOOD, COLORADO 80228

TOGETHER WITH THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, STATE OF COLORADO, CONTAINING APPROXIMATELY 160.000 ACRES (6,969,600 SQ. FT.) OF LAND MORE OR LESS.

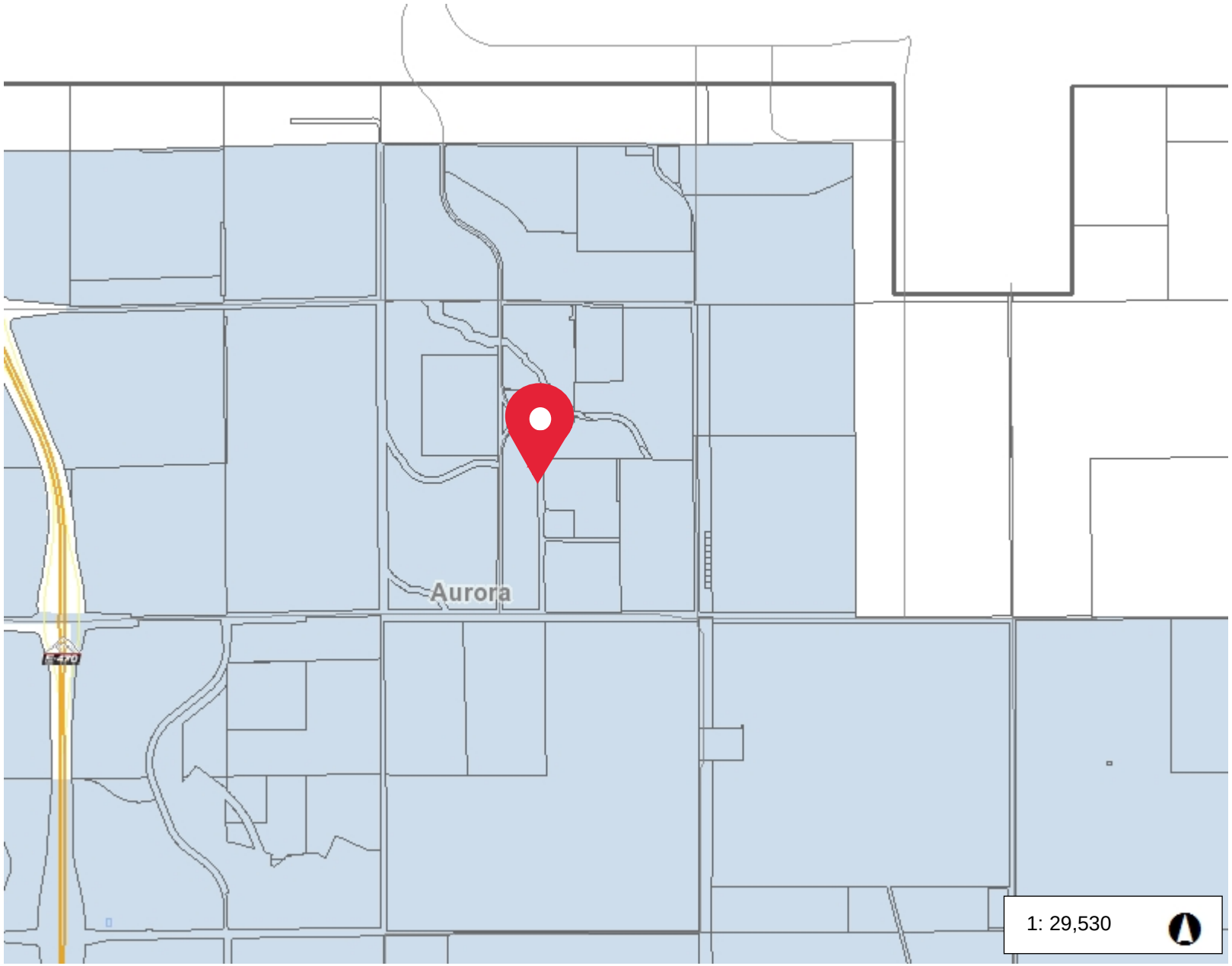
CONTAINING A NET TOTAL OF APPROXIMATELY 1,446.909 ACRES OF LAND MORE OR LESS.

EXHIBIT B

Aurora Vicinity Map

ADAMS COUNTY
COLORADO

Vicinity Map



Interstate
Highway
Tollway
Parcels
County Boundary
City
Aurora

1: 29,530

0.9 0 0.47 0.9 Miles

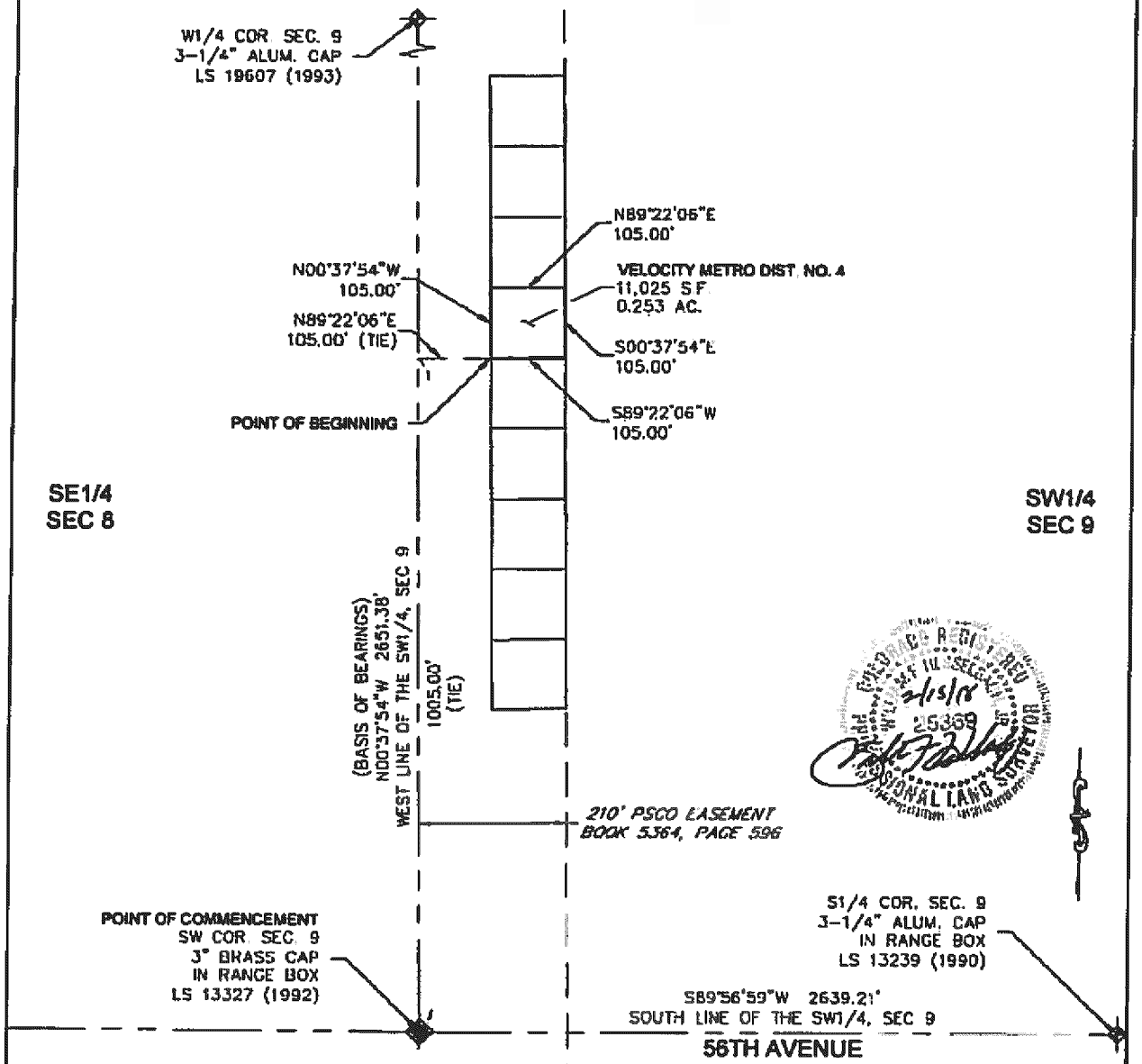
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

EXHIBIT C-1

Current District Boundary Map

EXHIBIT

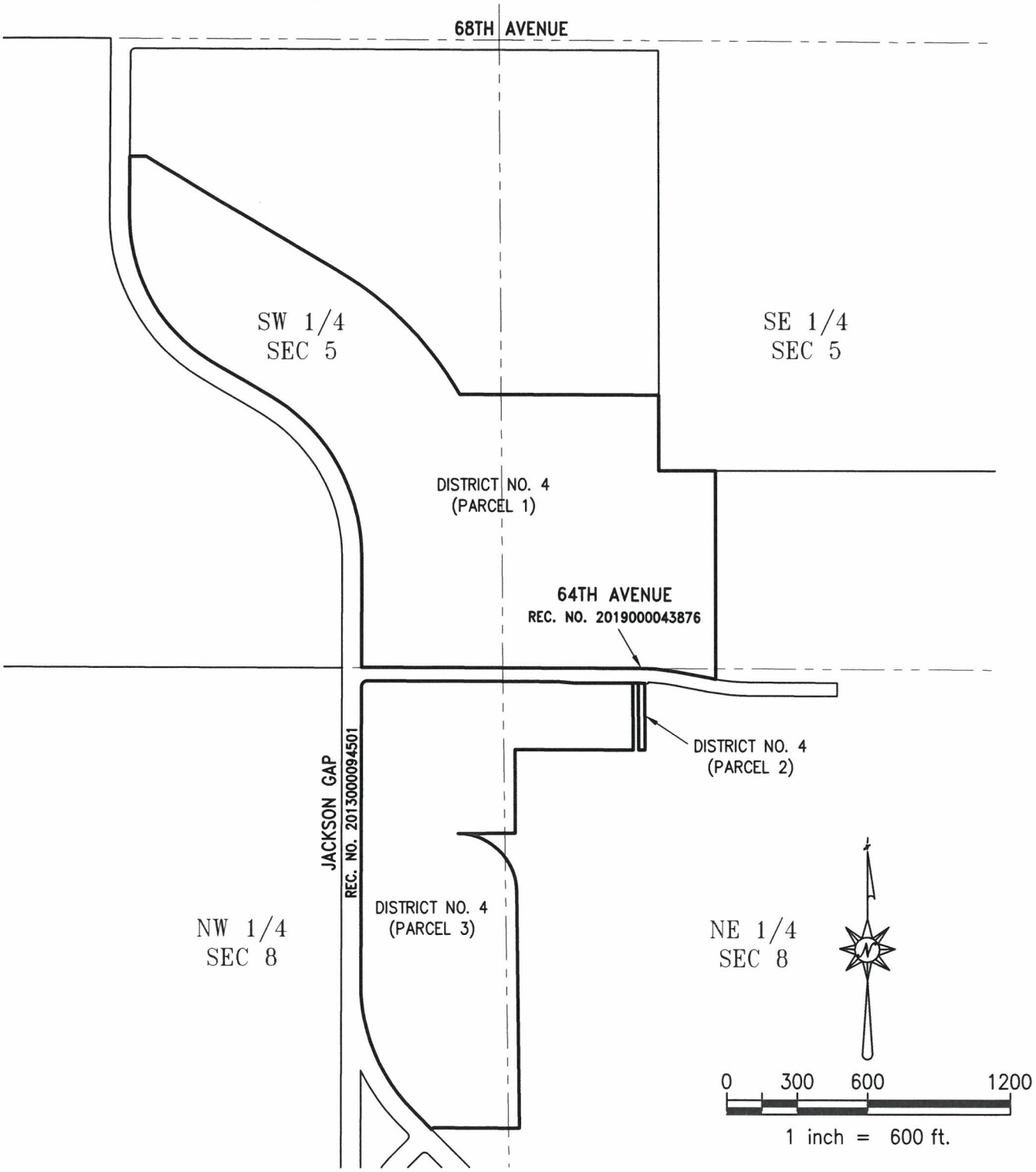


OWNER:
ACP DIA 1287 INVESTORS, LLC.
C/O A&C PROPERTIES
4550 E. SHEA BOULEVARD, SUITE 100
PHOENIX, AZ 85028
PROPERTY ADDRESS: VACANT LAND

THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED SURVEY IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

CITY OF AURORA, COLORADO			DIRECTOR'S PARCEL, VELOCITY METROPOLITAN DISTRICT NO. 4, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH P.M., CITY OF AURORA, ADAMS COUNTY, COLORADO.
BY: MJP	SCALE: 1" = 200'	R.O.W.	
CK'D: WFH	DATE: 2/15/2018	JOB NO. 8130249702	

ILLUSTRATION FOR EXHIBIT A



This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

MERRICK®
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

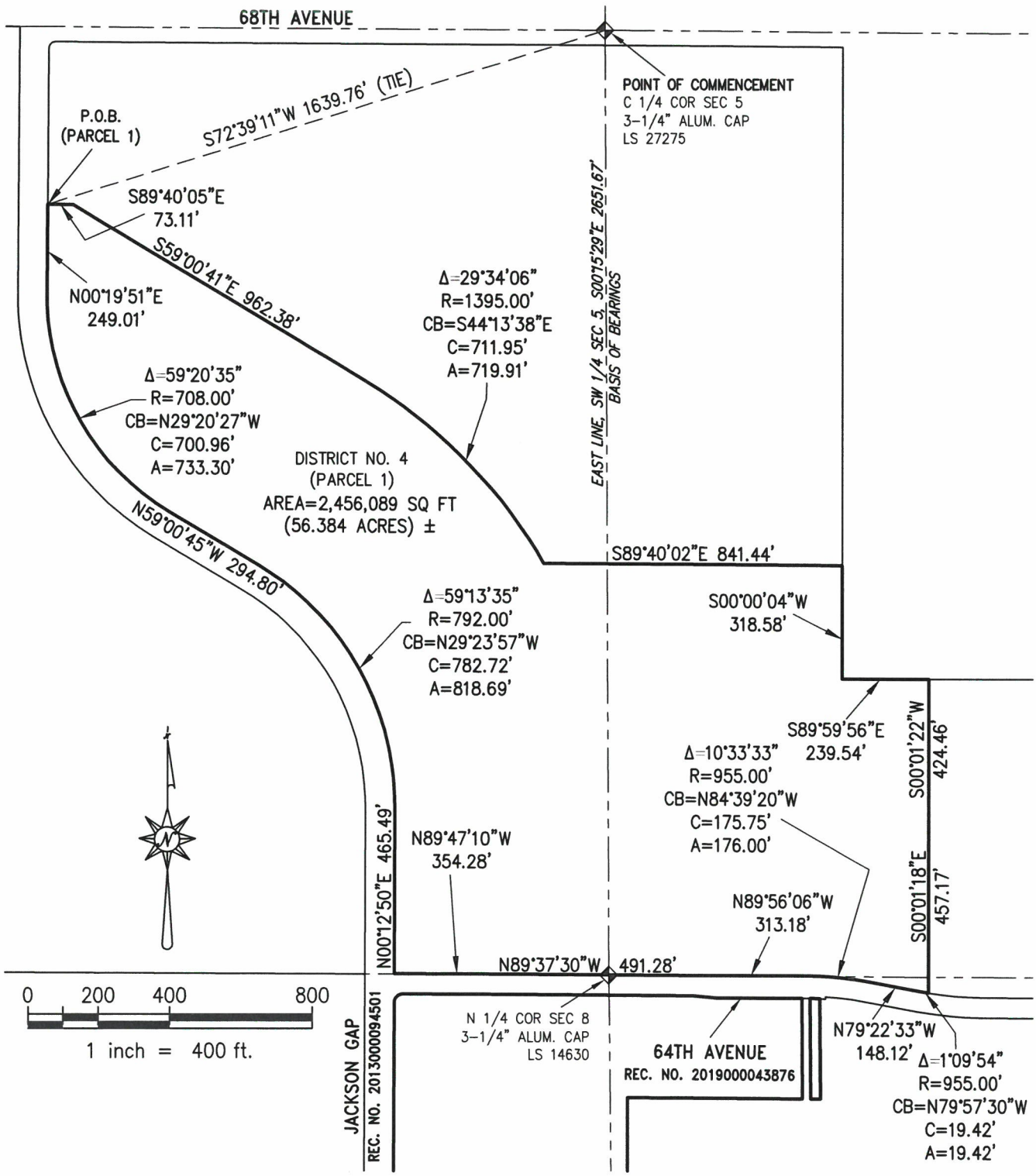
VICINITY MAP

DATE: 8/11/20

SHEET: 1 OF 3

Q:\DEN\PROJECTS\8434-00-VELOCITY METRO DISTRICT\DESIGN\SURVEY\DWG\DISTRICT BOUNDARIES.DWG

ILLUSTRATION FOR EXHIBIT A



This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

MERRICK®
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

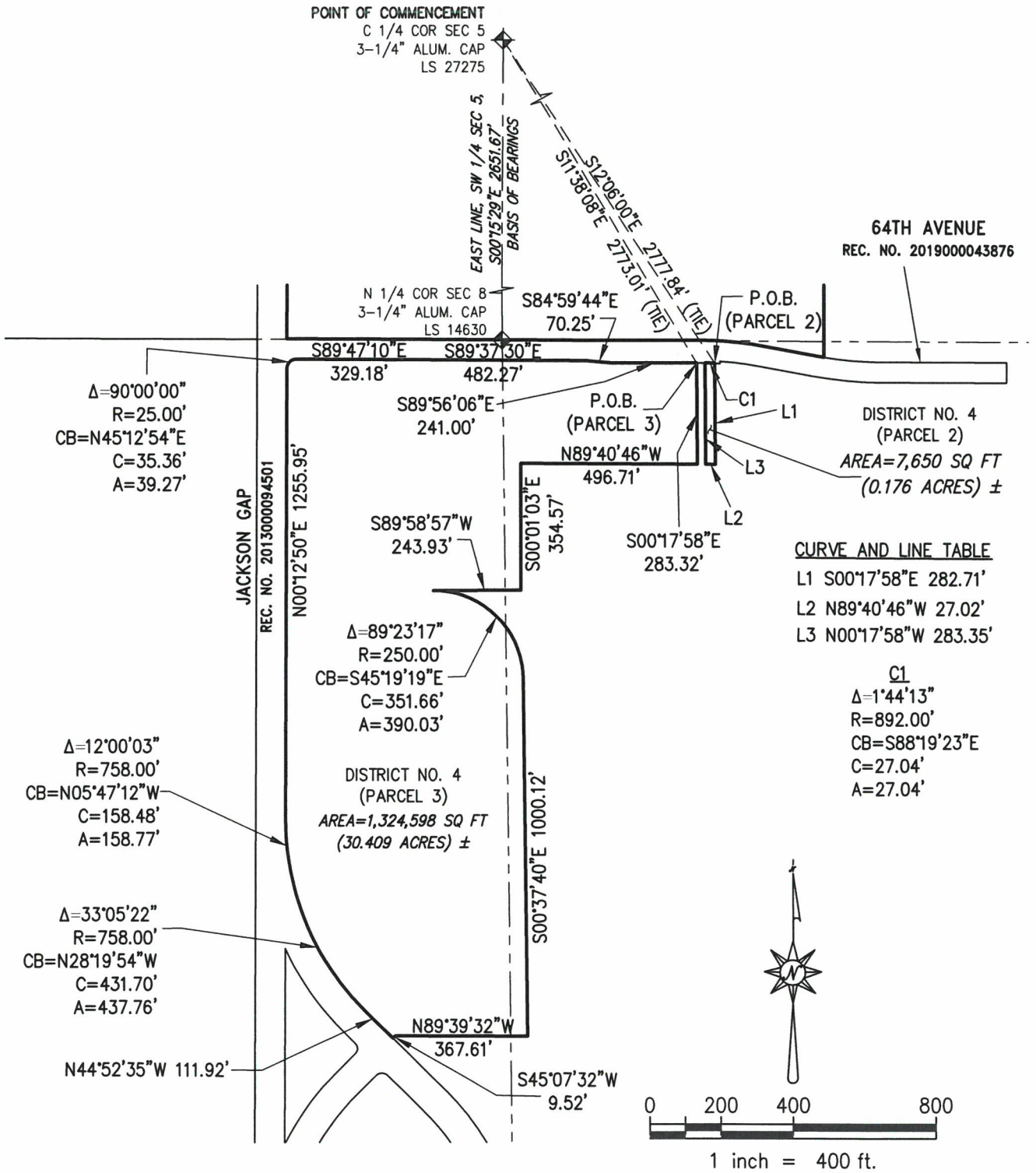
VELOCITY METROPOLITAN DISTRICT NO. 4

DATE: 8/11/20

SHEET: 2 OF 3

Q:\DEN\PROJECTS\8434-00-VELOCITY METRO DISTRICT\DESIGN\SURVEY\DWG\DISTRICT BOUNDARIES.DWG

ILLUSTRATION FOR EXHIBIT A



This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

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VELOCITY METROPOLITAN DISTRICT NO. 4

DATE: 8/11/20

SHEET: 3 OF 3

Q:\DEN\PROJECTS\8434-00-VELOCITY METRO DISTRICT\DESIGN\SURVEY\DWG\DISTRICT BOUNDARIES.DWG

EXHIBIT C-2

Inclusion Area Boundary Map

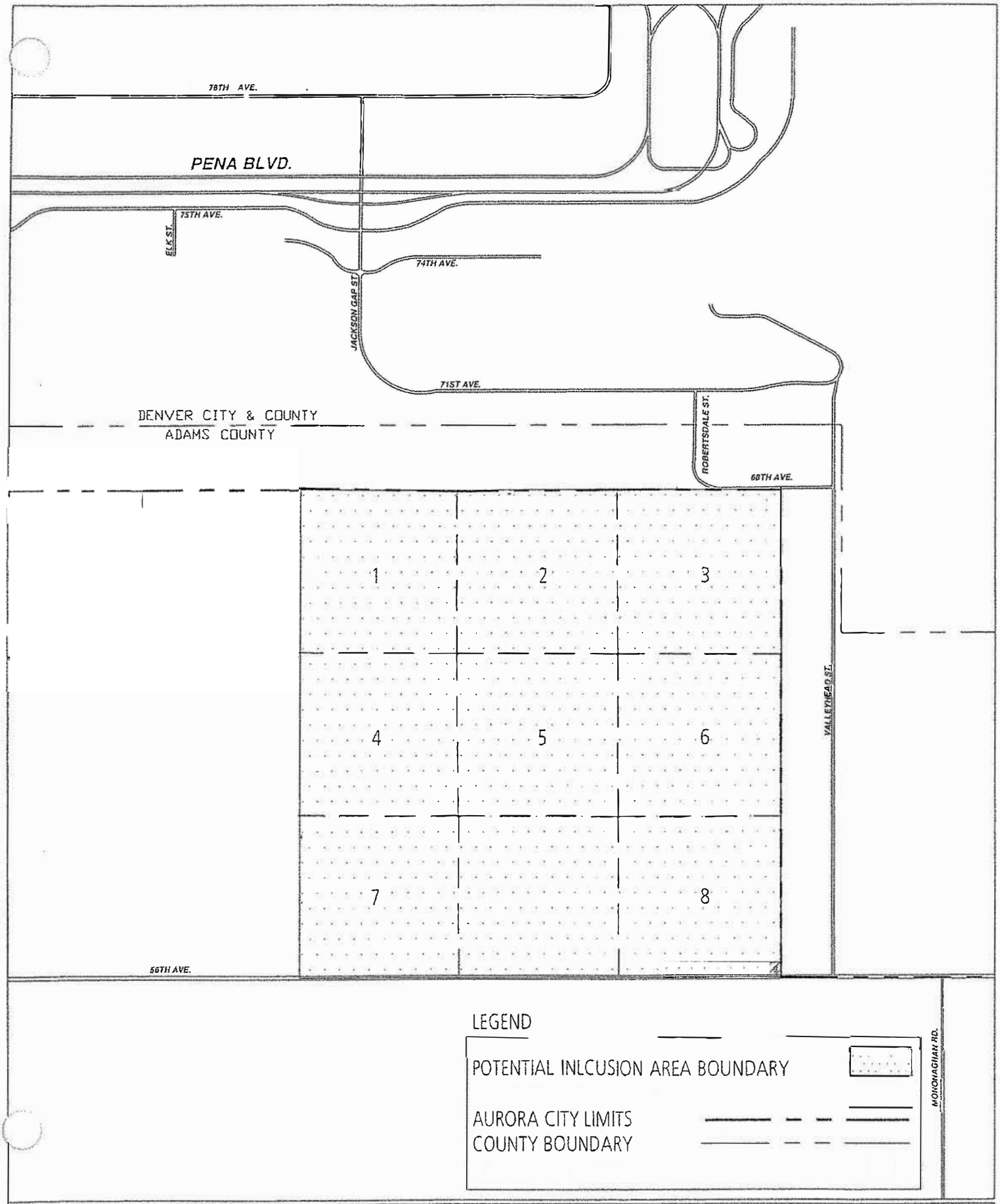


EXHIBIT C -2

Velocity Metropolitan District

Inclusion Area Boundary Map

CIVITAS

1200 Bannock Street
Denver, Colorado 80204
Tel 303.571.0553

EXHIBIT D

Intergovernmental Agreement between the District and Aurora

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF AURORA, COLORADO
AND
VELOCITY METROPOLITAN DISTRICT NO. 4

THIS AGREEMENT is made and entered into as of this ___ day of _____, _____, by and between the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado ("City"), and VELOCITY METROPOLITAN DISTRICT NO. 4, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"). The City and the District are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District's First Amended and Restated Service Plan approved by the City on _____ ("Service Plan"); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the City and the District, as required by the Aurora City Code; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement ("Agreement").

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Operations and Maintenance. The Districts shall dedicate the Public Improvements (as defined in the Service Plan) to the City or other appropriate jurisdiction or owner's association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The Districts shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto.

Any Fee imposed by the District for access to such park and recreation improvements shall not result in Non-District City residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the District. However, the District

shall be entitled to impose an administrative fee as necessary to cover additional expenses associated with Non-District City residents to ensure that such costs are not the responsibility of District residents. All such Fees shall be based upon the District's determination that such Fees do not exceed reasonable annual market fee for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the Districts shall be open to the general public and Non-District City residents, subject to the rules and regulations of the Districts as adopted from time to time. Trails which are interconnected with a city or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the Districts.

2. Fire Protection. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction. The District shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

5. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction and of those special districts that qualify as "interested parties" under Section 32-1-204(1), C.R.S., as applicable. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the

Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

8. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not any time exceed the Maximum Debt Mill Levy of the Districts.

9. Initial Debt. On or before the effective date of approval by the City of an Approved Development Plan (as defined in the Service Plan), the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any fees used for the purpose of repayment of Debt.

10. Total Debt Issuance. The District shall not issue Debt in excess of One Hundred Ninety-Five Million Dollars ($195,000,000).

11. Fee Limitation. Each of the Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

12. Debt Issuance Limitation. The District shall not be authorized to incur any indebtedness until such time as the District has approved and executed the IGA and approved the imposition of the Aurora Regional Improvement Mill Levy (as defined in the Service Plan) upon all taxable property located within the boundaries of the District.

13. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the District without any limitation.

14. Consolidation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City, unless such consolidation is with is with one or more of the Districts.

15. Bankruptcy. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

16. Dissolution. Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

17. Disclosure to Purchasers. The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, Fees, tolls and charges. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

18. Service Plan Amendment Requirement. Actions of the District which violate the limitations set forth in V.A.1-14 or VII.B-G of the Service Plan shall be deemed to be material modifications to the Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

19. Multiple District Structure. It is anticipated that the Districts, collectively, will undertake the financing and construction of the improvements contemplated herein. Specifically, the Districts shall enter into one or more intergovernmental agreements which shall govern the relationships between and among the Districts with respect to the financing,

construction and operation of the improvements contemplated herein. The District will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements.

20. Annual Report. The District shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued, pursuant to the City Code and containing the information set forth in Section VIII of the Service Plan.

21. Regional Improvements. The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of participation in the alternatives set forth in Section VI.A, B or C of the Service Plan.

The District shall impose the ARI Mill Levy and shall convey it as follows:

(a) If the District has executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the terms of which provide for the City to appoint no less than thirty percent (30%) and no more than forty-nine percent (49%) of the board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

(b) If the City and the District have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the District in accordance with such agreement; or

(c) If neither Section VI.A nor VI.B of the Service Plan is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under Section VI of the Service Plan and shall not expend such revenue until an intergovernmental agreement is executed between the District establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the Service Plan by the City and neither Section VI.A nor VI.B of the Service Plan have occurred within two (2) years from the date of the approval of the Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the District as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, the District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI. B of the Service Plan. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Section VI.A, B or C of the Service Plan, unless the City has agreed otherwise in writing; provided, however in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. The District shall cease to be obligated to impose, collect and convey to the City the revenue from the ARI Mill Levy described in Section VI of the Service Plan at such time as the area within the District's boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements.

22. Maximum Debt Mill Levy. The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

(a) For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 of the Service Plan; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

(b) For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

(c) For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 of the Service Plan, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by

such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

23. Maximum Debt Mill Levy Imposition Term. The District shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI of the Service Plan. Other than the ARI Mill Levy, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

24. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:
Velocity Metropolitan District No. 4
Icenogle Seaver Pogue, P.C.
4725 S. Monaco St., Suite 360
Attn: Alan D. Pogue
Phone: (303) 292-9100

To the City:
City of Aurora
15151 E. Alameda Pkwy., 5th Floor
Aurora, CO 80012
Attn: Daniel L. Brotzman, City Attorney
Phone: (303) 739-7030
Fax: (303) 739-7042

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

25. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

26. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

27. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

28. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

29. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

30. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

31. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

32. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

33. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

34. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

35. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

SIGNATURE PAGES TO INTERGOVERNMENTAL AGREEMENT

VELOCITY METROPOLITAN DISTRICT NO. 4

By: _____
President

Attest:

_____
Secretary

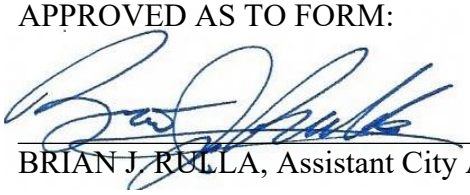
CITY OF AURORA, COLORADO

By: _____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:



_____
BRIAN J. RULLA, Assistant City Attorney

RESOLUTION NO. R2021-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE FIRST AMENDED AND RESTATED SERVICE PLAN FOR THE VELOCITY METROPOLITAN DISTRICT NO. 4 AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO AND THE DISTRICT

WHEREAS, pursuant to Section 32-1-204.5, C.R.S., as amended, and Section 122-29 of the City Code, the First Amended and Restated Service Plan (the "Service Plan") for the Velocity Metropolitan District No. 4 (the "District") has been submitted to the City Council (the "City Council") of the City of Aurora, Colorado (the "City"); and

WHEREAS, the City Council approved the original Service Plan (the "Original Service Plan") for the District on December 17, 2017 and the First Amendment (the "First Amendment") to the Original Service Plan on February 4, 2019; and

WHEREAS, the City Council approved the Second Amendment (the "Second Amendment") to the Original Service Plan on July 1, 2019 that allowed for increases in the authorized Aurora Regional Improvement mill levy; and

WHEREAS, the District would like to Amend and Restate the Service Plan and allow for the total debt issuance limitation of the District to be increased to $195,000,000 due to increased costs and in anticipation of refinancing outstanding bonds; and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, and Chapter 122 of the City Code, the City Council is to hold a public hearing on the Service Plan for the District; and

WHEREAS, notice of the hearing before the City Council was duly published in the *Aurora Sentinel*, a newspaper of general circulation within the City, as required by law, and mailed to all interested persons, the Division of Local Government, and the governing body of each municipality and title 32 district that has levied an ad valorem tax within the next preceding tax year and that has boundaries within a radius of three miles of the District; and

WHEREAS, the City Council has considered the Service Plan and all other testimony and evidence presented at the hearing; and

WHEREAS, the City Council finds that the Service Plan should be approved without conditions, as permitted by Sections 32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended, and Section 122-34(a) of the City Code; and

WHEREAS, the City Council further finds that it is in the best interests of the citizens of the City to enter into an Intergovernmental Agreement (the "IGA") with the District for the purpose of assigning the relative rights and responsibilities between the City and the District with respect to certain functions, operations, and obligations of the District; and

WHEREAS, Section 10-12 of the City Charter requires a resolution to authorize the execution of intergovernmental agreements.

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

Section 1. The City Council hereby finds and determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, and Chapter 122 of the City Code relating to the filing of the Service Plan for the District have been fulfilled and that notice of the hearing was given in the time and manner required by law and that City Council has jurisdiction to act on the Service Plan.

Section 2. The City Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard and that evidence satisfactory to the City Council of each of the following was presented:

a. There is sufficient existing and projected need for organized service in the area to be serviced by the District;

b. The existing service in the area to be served by the District is inadequate for present and projected needs;

c. The District is capable of providing economical and sufficient service to the area within their proposed boundaries;

d. The area to be included in the District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;

e. Adequate service is not, or will not be, available to the area through the City, Arapahoe County, or other existing municipal or quasi-municipal corporations, including other existing title 32 districts, within a reasonable time and on a comparable basis;

f. The facility and service standards of the District is compatible with the facility and service standards of the City;

g. The proposed Service Plan is in substantial compliance with the comprehensive plan of the City as adopted pursuant to the City Code;

h. The proposed Service Plan is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area; and

i. The creation of the District will be in the best interests of the area proposed to be served.

Section 3. The City Council hereby approves the Service Plan for the District as submitted.

Section 4. The Mayor and the City Clerk are hereby authorized to execute, on behalf of the City, the IGA in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

Section 5. The District shall not be authorized to incur any additional bonded indebtedness until such time as the District has approved and executed the IGA.

Section 6. This Resolution shall be filed in the records of the City and a certified copy thereof submitted to the petitioners for the District for the purpose of filing in the District Court of Adams County.

Section 7. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Resolution, are hereby rescinded.

RESOLVED AND PASSED this ____ day of _____, 2021.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM: CMcK

_____
BRIAN J. RULLA, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: A Resolution to Approve the Velocity No. 5 Metropolitan District Amended and Restated Service Plan
Item Initiator: Cesarina Dancy, Development Project Manager, Office of Development Assistance
Staff Source/Legal Source: Jacob Cox, Manager, Office of Development Assistance / Brian Rulla, Assistant City Attorney
Outside Speaker:
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 6/7/2021

Regular Meeting: 6/14/2021

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

☒ Approve Item as proposed at Study Session

☐ Information Only

☐ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as proposed at Regular Meeting

☐ Approve Item with Waiver of Reconsideration

Why is a waiver needed?Click or tap here to enter text.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 5/25/2021

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Recommendation Report Attached

☒ Minutes Attached

☐ Minutes Not Available

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

The Velocity Metropolitan Districts Nos. 1-9 were approved by the City of Aurora in 2007. The district is located generally northeast of Harvest Road and 56th Avenue. Velocity Metropolitan District No. 5 is requesting that City Council approve the attached Amended and Restated Service Plan. In 2019, Velocity Metropolitan Districts 4, 5 and 6 were amended to allow for an increase in the ARI mill levy and subsequently established the 64th Avenue Authority together with other Districts in the area.

Velocity Metropolitan District No.5 is part of the Porteos Master Plan development. The Porteos development is entirely commercial and industrial, and no residential development is planned.

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

Velocity Metropolitan District No. 5 is requesting approval of an Amended and Restated Service Plan (attached) that increases the Districts' total debt issuance limitations from $100,000,000 to $195,000,000. The Service Plan Amendment is limited to this and does not otherwise amend the Service Plan. The District has outlined their financial plan in the transmittal letter (attached). This request is being made due to increasing costs and in anticipation of refinancing the Districts' outstanding bonds in the next 3-5 years to reduce long-term costs. This service plan will be approved by resolution.

The Vicinity Map and transmittal letter are attached to the Velocity Metropolitan District No. 1 item in this packet

QUESTIONS FOR COUNCIL

Does Council wish to move this item forward to the June 14, 2021 Regular Meeting?

LEGAL COMMENTS

Title 32, Article 1, C.R.S., as amended, and Section 122-36(b) of the City Code each provide that material modifications to an approved metropolitan district service plan may be made by the board of directors of a district only by petition to and approval by the City Council in substantially the same manner as provided for in the approval for an original service plan.

Section 122-32 of the City Code requires that the City Council conduct a public hearing regarding approval of the proposed district and its service plan. Therefore, a public hearing is required prior to material modifications of the service plan pursuant to Section 122-36(b).

The approval of the Amended Intergovernmental Agreement requires a resolution pursuant to City Charter Section 10-12. (Rulla)

PUBLIC FINANCIAL IMPACT

☐ YES ☒ NO

If yes, explain:

PRIVATE FISCAL IMPACT

☐ Not Applicable ☒ Significant ☐ Nominal

If Significant or Nominal, explain: The Velocity No. 5 Metropolitan District is a Title 32 District which has the authority to levy a property tax within the boundaries of the District. Changes made to the service plan regarding debt limitation will have a private fiscal impact on the owners of such property. The proposed debt limit increase should benefit the owners of property within the District by allowing additional resources for infrastructure construction.

FIRST AMENDED AND RESTATED

SERVICE PLAN

FOR

VELOCITY METROPOLITAN DISTRICT NO. 5

CITY OF AURORA, COLORADO

Prepared

by

ICENOGLE SEAVER POGUE, P.C.
4725 S. MONACO STREET, SUITE 360
DENVER, CO 80237

May 18, 2021

TABLE OF CONTENTS

LIST OF EXHIBITS

EXHIBIT A	Legal Descriptions
EXHIBIT B	Aurora Vicinity Map
EXHIBIT C-1	Current District Boundary Map
EXHIBIT C-2	Inclusion Area Boundary Map
EXHIBIT D	Intergovernmental Agreement between the District and Aurora

I. INTRODUCTION

A. Purpose and Intent.

The District was formed on June 6, 2008 following approval by the City Council of the District's original service plan, as subsequently amended.[1] The District is amending its original service plan due to increasing costs and to facilitate future funding and refinancing of the Public Improvements required to serve the Project. This Service Plan is intended to modify, replace, restate and superseded the original service plan, as amended, in its entirety.

The District is an independent unit of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Service Plan, its activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Service Plan. It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these Public Improvements.

The District is not being created to provide ongoing operations and maintenance services other than as specifically set forth in this Service Plan.

B. Need for the District.

There are currently no other governmental entities, including the City, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the City Regarding District's Service Plan.

The City's objective in approving the Service Plan for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for residential properties and at a tax mill levy no higher than the Maximum Debt Mill Levy for commercial and residential properties, and/or repaid by Fees, as long as such Fees are not imposed upon or collected from Taxable Property owned or occupied by an End User for the purpose of creating a capital cost payment obligation as further described in Section V.A. 11. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax and Fee

a) [1] The original service plan was approved by the City Council on December 17, 2007, as amended by a first amendment thereto approved by the City Council on February 4, 2019, and a second amendment thereto approved by the City Council on August 5, 2019, effective September 7, 2019 (the "Second Amendment to the Service Plan").

burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Service Plan is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs. Operational activities are allowed, but only through an intergovernmental agreement with the City.

It is the intent of the District to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt, and if the District has authorized operating functions under an intergovernmental agreement with the City, to retain only the power necessary to impose and collect taxes or Fees to pay for these costs.

The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Fees or from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy on commercial and residential properties and which shall not exceed the Maximum Debt Mill Levy Imposition Term on residential properties. It is the intent of this Service Plan to assure to the extent possible that no commercial or residential property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no property developed for a residential use bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District. With regard to Regional Improvements, this Service Plan also provides for the Districts to pay a portion of the cost of regional infrastructure as part of ensuring that development and those that benefit from development pay for the associated costs.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Approved Development Plan: means a Framework Development Plan or other process established by the City for identifying, among other things, Public Improvements necessary for facilitating development for property within the Service Area as approved by the City pursuant to the City Code and as amended pursuant to the City Code from time to time.

ARI or Regional Improvements: means Aurora Regional Improvements.

ARI Authority: means one or more Authorities established by an ARI Authority Establishment Agreement.

ARI Establishment Agreement: means an intergovernmental agreement establishing an ARI Authority which has, at minimum, Title 32 special districts from three (3) or more Approved Development Plan areas as parties to the Agreement.

ARI Master Plan: means one or more master plans adopted by an ARI Authority establishing Regional Improvements which will benefit the taxpayers and service users of the Districts which constitute such ARI Authority, which master plan will change from time to time.

ARI Mill Levy: means five (5) mills if the District has executed an ARI Establishment Agreement or such lesser amount as is necessary to satisfy any debt issued by such ARI Authority, or, in the event the District has not executed an ARI Establishment Agreement within one (1) year following the date of approval of the Second Amendment to the Service Plan, then, the following:

A. For districts with property within their boundaries developed with any residential uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20^{th}) year; and (ii) shall be five (5) mills from the twenty-first (21^{st}) year through the fortieth (40^{th}) year or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs; and (iii) for an additional ten (10) years, the mill levy shall be equal to the average debt service mill levy imposed by such district in the ten (10) years prior to the date of repayment of the debt incurred for Public Improvements other than Regional Improvements; and

B. For districts with property within their boundaries developed solely for commercial uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20^{th}) year; (ii) shall be one and one-half (1.5) mills from the twenty-first (21^{st}) year through the date of repayment of debt incurred for Public Improvements, other than Regional Improvements; and (iii) for five (5) years thereafter, the mill levy shall be the lesser of twenty (20) mills or a mill levy equal to the average debt service mill levy imposed by such district in the ten (10) years prior to the date of repayment of debt issued for Public Improvements, other than Regional Improvements; and

C. Any district may, pursuant to any intergovernmental agreement with the City, extend the term for application of the ARI Mill Levy beyond the years set forth in A and B above. The Maximum Mill Levy Imposition Term shall include the terms set forth in A and B above and any extension of the term as approved in an intergovernmental agreement as described herein.

D. All mills described in this ARI Mill Levy definition shall be subject to adjustment as follows: On or after January 1, 2004, if there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the one (1) mill levy described above may be increased or decreased to reflect such changes, such

increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes, for purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

Board: means the board of directors of the District.

Bond, Bonds or Debt: means bonds or other obligations for the payment of which the District has promised to impose an *ad valorem* property tax mill levy, and/or collect Fee revenue.

City: means the City of Aurora, Colorado.

City Code: means the City Code of the City of Aurora, Colorado.

City Council: means the City Council of the City of Aurora, Colorado.

Current District Boundaries: means the boundaries of the area described in the Current District Boundary Map.

District: means Velocity Metropolitan District No. 5.

Districts: means District No. 5 and District Nos. 1, 2, 3, 4, 6, 7, 8, and 9, collectively.

End User: means any owner, or tenant of any owner, of any taxable improvement within the Districts who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

External Financial Advisor: means a consultant that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Fee(s): means any fee imposed by the Districts for services, programs or facilities provided by the Districts, as described in Section V.A.11. below.

Financial Plan: means the combined Financial Plan of the Districts as described in Section VII which describes (i) how the Public Improvements are to be financed; (ii) how

the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

Inclusion Area Boundaries: means the boundaries of the area described in the Inclusion Area Boundary Map.

Inclusion Area Boundary Map: means the map attached hereto as **Exhibit C-2**, describing the property proposed for inclusion within one, but not any more than one, of the boundaries of the Districts.

Current District Boundary Map: means the map attached hereto as **Exhibit C-1**, describing the District's current boundaries.

Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt as set forth in Section VII.C below.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy on a particular property developed for residential uses as set forth in Section VII.D below.

Project: means the development or property commonly referred to as Porteos or Velocity.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act, except as specifically limited in Section V below to serve the future taxpayers and inhabitants of the Service Area as determined by the Board of the District.

Regional Improvements: means Public Improvements and facilities that benefit the Service Area and which are to be financed pursuant to Section VI below.

Service Area: means the property within the Current District Boundary Map and the Inclusion Area Boundary Map.

Service Plan: means this service plan for the District approved by City Council.

Service Plan Amendment: means an amendment to the Service Plan approved by City Council in accordance with the City's ordinance and the applicable state law.

Special District Act: means Section 32-1-101, et seq., of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real or personal property within the Service Area subject to ad valorem taxes imposed by the Districts.

III. BOUNDARIES

The area of the Current District Boundaries includes approximately eighty-eight (88) acres and the total area proposed to be included in the Inclusion Area Boundaries is approximately one thousand four hundred forty-seven (1,447) acres. A legal description of the Current District Boundaries and the Inclusion Area Boundaries is attached hereto as **Exhibit A**. A vicinity map is attached hereto as **Exhibit B**. A map of the Current District Boundaries is attached hereto as **Exhibit C-1**, and a map of the Inclusion Area Boundaries is attached hereto as **Exhibit C-2**. It is anticipated that the District's boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Section 32-1-401, et seq., C.R.S., and Section 32-1-501, et seq., C.R.S., subject to the limitations set forth in Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately one thousand four hundred forty-seven (1,447) acres of commercial and industrial land. The current assessed valuation of the Service Area is $34,630,970.00 for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The population of the District at build-out is estimated to be approximately zero (0) people.

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Service Plan Amendment.

The District shall have the power and authority to provide the Public Improvements and related operation and maintenance services within and without the boundaries of the District as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

In connection with the performance of all acts or activities hereunder, the District shall not violate any protection clauses of the United States or Colorado State Constitutions. The District shall not discriminate against any person because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability, and further shall insert the foregoing provision in contracts or subcontracts let by the District to accomplish the purposes of this service plan.

1. Operations and Maintenance Limitation. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements to the City or other appropriate jurisdiction or owner's association in a manner consistent with the Approved Development Plan and other rules and regulations of the

City and applicable provisions of the City Code. The Districts shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto. Any Fee imposed by the Districts for access to such park and recreation improvements shall not result in Non-District Aurora residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the Districts. However, the Districts shall be entitled to impose an administrative Fee as necessary to cover additional expenses associated with Non-District Aurora residents to ensure that such costs are not the responsibility of Districts residents. All such Fees shall be based upon the Districts' determination that such Fees do not exceed reasonable annual market fees for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the Districts shall be open to the general public and Non-District Aurora residents, subject to the rules and regulations of the Districts as adopted from time to time. Trails which are interconnected with a city or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the Districts.

2. Fire Protection Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction Limitation. Acknowledging that the City has financed public golf courses and desires to coordinate the construction of public golf courses in the City's boundaries, the District shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

5. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The

District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

8. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

9. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Fees used for the purpose of repayment of Debt.

10. Total Debt Issuance Limitation. The District shall not issue Debt in excess of One Hundred Ninety-Five Million Dollars ($195,000,000).

11. Fee Limitation. Each of the Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable

Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

12. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the District without any limitation.

13. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City, unless such consolidation is with one or more of the Districts.

14. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

15. Service Plan Amendment Requirement. This Service Plan has been designed with sufficient flexibility to enable the District to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the District which violate the limitations set forth in V.A.1-14 above or in VII.B-G. shall be deemed to be material modifications to this Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

B. Preliminary Engineering Survey.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the District, to be more specifically defined

in an Approved Development Plan. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the Service Area and is approximately Six Hundred Million Dollars ($600,000,000).

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the City and shall be in accordance with the requirements of the Approved Development Plan. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

C. Multiple District Structure.

It is anticipated that the Districts, collectively, will undertake the financing and construction of the improvements contemplated herein. Specifically, the Districts shall enter into an one or more intergovernmental agreements which shall govern the relationships between and among the Districts with respect to the financing, construction and operation of the improvements contemplated herein. The District will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements.

VI. REGIONAL IMPROVEMENTS

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of participation in the alternatives set forth in Section VI.A, B or C below.

The District shall impose the ARI Mill Levy and shall convey it as follows:

A. If the District has executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the terms of which provide for the City to appoint no less than thirty percent (30%) and no more than forty-nine percent (49%) of the board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

B. If the City and the District have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the District in accordance with such agreement; or

C. If neither Section VI.A nor VI.B above is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under this Section VI and shall not expend such revenue until an intergovernmental agreement is executed between the District establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the Service Plan by the City and neither Section VI.A nor VI.B above have occurred within two (2) years from the date of the approval of the Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the District as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, the District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI. B above. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Section VI.A, B or C set forth above, unless the City has agreed otherwise in writing; provided, however in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. The District shall cease to be obligated to impose, collect and convey to the City the revenue from the ARI Mill Levy described in this Section VI at such time as the area within the District's boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements. The Porteos Business Improvement District shall not be a Business Improvement District for purposes of this paragraph.

The District shall have the authority to issue Debt for the Regional Improvements, in an amount not to exceed Seventy-Five Million Dollars ($75,000,000) pursuant to agreements as described in VI.A, B or C above.

VII. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay within the

Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy and other legally available revenues. The total Debt that the District shall be permitted to issue shall not exceed One Hundred Ninety-Five Million Dollars ($195,000,000) and shall be permitted to be issued on a schedule and in such year or years as the District determine shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. All bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including general ad valorem taxes and Fees to be imposed upon all Taxable Property within the District. The District will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy.

The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

1. For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 below; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

2. For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

3. For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 above, so that the District is entitled to pledge to its payment an unlimited ad

valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

D. Maximum Debt Mill Levy Imposition Term.

The District shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI. Other than the ARI Mill Levy, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

E. Debt Repayment Sources.

The District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance. The District may also rely upon various other revenue sources authorized by law. At the District's discretion, these may include the power to assess fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(l), C.R.S., as amended from time to time. In no event shall the debt service mill levy in the District exceed the Maximum Debt Mill Levy or, for residential property within the District, the Maximum Debt Mill Levy Imposition Term, except pursuant to an intergovernmental agreement between the District and the City for Regional Improvements.

F. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

> By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document

used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

G. Security for Debt.

The District shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the City of payment of any of the District's obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

H. TABOR Compliance.

The District will comply with the provisions of TABOR. In the discretion of the Board, the District may set up other qualifying entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by the District will remain under the control of the District's Board.

I. District's Operating Costs.

The cost of acquiring land, engineering services, legal services and administrative services, together with the costs of the District's organization and initial operations, have been reimbursed from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The current year's operating budget is Nineteen Dollars ($19) which is derived from property taxes and other revenues.

The Maximum Debt Mill Levy for the repayment of Debt shall not apply to the District's ability to increase its mill levy as necessary for provision of operation and maintenance services to its taxpayers and service users.

VIII. ANNUAL REPORT

A. General.

The District shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.

2. Intergovernmental Agreements with other governmental entities, either entered into or proposed as of December 31 of the prior year.

3. Copies of the District's rules and regulations, if any as of December 31 of the prior year.

4. A summary of any litigation which involves the District Public Improvements as of December 31 of the prior year.

5. Status of the District's construction of the Public Improvements as of December 31 of the prior year.

6. A list of all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of December 31 of the prior year.

7. The assessed valuation of the District for the current year.

8. Current year budget including a description of the Public Improvements to be constructed in such year.

9. Audit of the District's financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.

10. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.

11. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

IX. DISSOLUTION

Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

X. DISCLOSURE TO PURCHASERS

The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, Fees, tolls and charges. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

XI. INTERGOVERNMENTAL AGREEMENT

The form of the intergovernmental agreement required by the City Code, relating to the limitations imposed on the District's activities, is attached hereto as **Exhibit D**. The District shall approve the intergovernmental agreement in the form attached as **Exhibit D** at its first Board meeting after its organizational election. Failure of the District to execute the intergovernmental agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The City Council shall approve the intergovernmental agreement in the form attached as **Exhibit D** at the public hearing approving the Service Plan.

XII. CONCLUSION

It is submitted that this Service Plan for the District, as required by Section 32-1-203(2), C.R.S., and Section 122-35 of the City Code, establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;

2. The existing service in the area to be served by the District is inadequate for present and projected needs;

3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries; and

4. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

5. Adequate service is not, and will not be, available to the area through the City or county or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.

6. The facility and service standards of the District are compatible with the facility and service standards of the City within which the special district is to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.

7. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the City Code.

8. The proposal is in compliance with any duly adopted City, regional or state long-range water quality management plan for the area.

9. The creation of the District is in the best interests of the area proposed to be served.

EXHIBIT A

Legal Descriptions

DIRECTOR PARCEL – VELOCITY METROPOLITAN DISTRICT NO. 5
SW 1/4 SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST, 6TH P.M.

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND CONSIDERING THE WEST LINE OF SAID SOUTHWEST QUARTER, BEING MONUMENTED AS SHOWN ON THE ATTACHED EXHIBIT, TO BEAR NORTH 00°37'54" WEST, 2651.38 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 00°37'54" WEST ALONG SAID WEST LINE, A DISTANCE OF 900.00 FEET;

THENCE NORTH 89°22'06" EAST, A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00°37'54" WEST, A DISTANCE OF 105.00 FEET;

THENCE NORTH 89°22'06" EAST, A DISTANCE OF 105.00 FEET TO A POINT ON THE EASTERLY LINE OF THAT PUBLIC SERVICE COMPANY OF COLORAD EASEMENT AS DECSCRIBED IN DEED RECORDED IN BOOK 5364 AT PAGE 596 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;

THENCE SOUTH 00°37'54" EAST ALONG SAID EASTERLY LINE, A DISTANCE OF 105.00 FEET;

THENCE SOUTH 89°22'06" WEST, A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING,

SAID PARCEL CONTAINING A CALCULATED AREA OF 11,025 SQUARE FEET OR 0.253 ACRE, MORE OR LESS.

THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

I, WILLIAM F. HESSELBACH JR., A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

WILLIAM F. HESSELBACH JR., P.L.S. 25369
FOR AND ON BEHALF OF
CVL CONSULTANTS OF COLORADO, INC.
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112

PORTEOS
PARCEL PA-1

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP
3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN SAID POINT BEING THE POINT OF BEGINNING;
THENCE ALONG THE NORTHERLY LINE OF THE SAID SOUTHWEST QUARTER S89°40'09"E A DISTANCE OF 1012.71 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF JACKSON GAP STREET RECORDED NOVEMBER 01, 2013 AT RECEPTION NO. 2013000094501;
THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE S00°19'51"W A DISTANCE OF 747.04 FEET TO A POINT OF CURVATURE;
THENCE 336.65 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 792.00 FEET, A CENTRAL ANGLE OF 24°21'15" AND A CHORD WHICH BEARS S11°50'47"E A DISTANCE OF 334.12 FEET;
THENCE S54°07'43"W A DISTANCE OF 331.06 FEET;
THENCE N89°59'19"W A DISTANCE OF 806.30 FEET TO A POINT ON THE WESTERLY LINE OF SAID SOUTHWEST QUARTER OF SECTION 5;
THENCE ALONG SAID WESTERLY LINE N00°06'29"W A DISTANCE OF 1273.71 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARINGS

BEARINGS ARE BASED ON BEARINGS ARE BASED ON THE NORTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND ASSUMED TO BEAR S89°40'09"E AS MONUMENTED BY A FOUND 3 ¼" ALUMINUM CAP PLS # 23527 AT THE WEST QUARTER CORNER AND A FOUND 3 ¼" ALUMINUM CAP PLS # 27275 AT THE CENTER QUARTER CORNER.

PREPARED BY SCOTT A. AREHART, PLS
FOR AND ON BEHALF OF
MARTIN/MARTIN, INC
12499 WEST COLFAX AVENUE
LAKEWOOD, CO 80215
10/9/2013
REV. 01/14/2014

PORTEOS
PARCEL PA-2

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP
3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN THENCE ALONG THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5, S00°06'29"E A DISTANCE OF 1273.71 FEET TO THE POINT OF BEGINNING;
THENCE S89°59'19"E A DISTANCE OF 806.30 FEET;
THENCE N54°07'43"E A DISTANCE OF 331.06 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF JACKSON GAP STREET RECORDED NOVEMBER 01, 2013 AT RECEPTION NO. 2013000094501;
THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) CONSECUTIVE COURSES;
1.) 483.65 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 792.00 FEET, A CENTRAL ANGLE OF 34°59'20" AND A CHORD WHICH BEARS S41°31'05"E A DISTANCE OF 476.17 FEET TO A POINT OF TANGENCY;
2.) THENCE S59°00'45"E A DISTANCE OF 294.80 FEET TO A POINT OF CURVATURE;
3.) THENCE 731.86 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 708.00 FEET, A CENTRAL ANGLE OF 59°13'35" AND A CHORD WHICH BEARS S29°23'57"E A DISTANCE OF 699.70 FEET;
4.) THENCE S00°12'50"W A DISTANCE OF 465.46 FEET;
THENCE N89°47'10"W A DISTANCE OF 1982.08 FEET TO A POINT ON THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5;
THENCE ALONG SAID WESTERLY LINE OF SECTION 5 N00°06'29"W A DISTANCE OF 1382.14 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 58.322 ACRES (2,540,502 SQ. FT.), MORE OR LESS.

BASIS OF BEARINGS

BEARINGS ARE BASED ON BEARINGS ARE BASED ON THE NORTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND ASSUMED TO BEAR S89°40'09"E AS MONUMENTED BY A FOUND 3 ¼" ALUMINUM CAP PLS # 23527 AT THE WEST QUARTER CORNER AND A FOUND 3 ¼" ALUMINUM CAP PLS # 27275 AT THE CENTER QUARTER CORNER.

PREPARED BY SCOTT A. AREHART, PLS
FOR AND ON BEHALF OF
MARTIN/MARTIN, INC
12499 WEST COLFAX AVENUE
LAKEWOOD, CO 80215
10/9/2013
REV. 01/14/2014

Inclusion Area Boundaries:

A PARCEL OF LAND BEING ALL OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION 4, THE SOUTH ONE-HALF (S ½) OF SECTION 5, THE NORTH ONE-HALF (N ½) OF SECTION 8, A PART OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 8 AND THE WEST ONE-HALF (W ½) OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 5; THENCE S89°40'05"E, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5, A DISTANCE OF 2659.06 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF SAID SECTION 5;
THENCE S89°40'05"E, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 5, A DISTANCE OF 2655.55 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST ONE-QUARTER OF SAID SECTION 5,
THENCE N89°42'57"E, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 4, A DISTANCE OF 2640.56 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF SAID SECTION 4,
THENCE S00°30'38"E, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 2674.79 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF SAID SECTION 9;
THENCE S00°26'59"E, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 2643.86 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF SAID SECTION 9;
THENCE S00°26'59"E , ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 2649.32 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 9;
THENCE S89°57'02"W, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 2639.17 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST ONE-QUARTER OF SAID SECTION 9;
THENCE N00°37'57"W, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 2651.44 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 8;
THENCE N89°43'56"W, ALONG THE SOUTH LINE OF SAID NORTHEAST ONE-QUARTER OF SAID SECTION 8, A DISTANCE OF 2651.88 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 8;
THENCE S00°37'45"E, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 8, A DISTANCE OF 2544.11 FEET TO A POINT 110.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 8;
THENCE N89°47'21"W, PARALLEL WITH AND 110.00 FEET NORTH OF SAID SOUTH LINE, A DISTANCE OF 2651.98 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 8;
THENCE N00°47'40"W, ALONG THE SAID WEST LINE, A DISTANCE OF 2546.87 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 8;

THENCE N00°46'20"W, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 8, A DISTANCE OF 2655.83 FEET TO THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 8;
THENCE N00°06'30"W, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 5, A DISTANCE OF 2655.98 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 1,286.909 ACRES (56,057,763 SQ. FT.) OF LAND MORE OR LESS.

PREPARED BY:
JANET A. CALDWELL, P.L.S. 29027
FOR AND ON BEHALF OF THE LUND PARTNERSHIP, INC.
12265 W. BAYAUD AVE., SUITE 130
LAKEWOOD, COLORADO 80228

TOGETHER WITH THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, STATE OF COLORADO, CONTAINING APPROXIMATELY 160.000 ACRES (6,969,600 SQ. FT.) OF LAND MORE OR LESS.

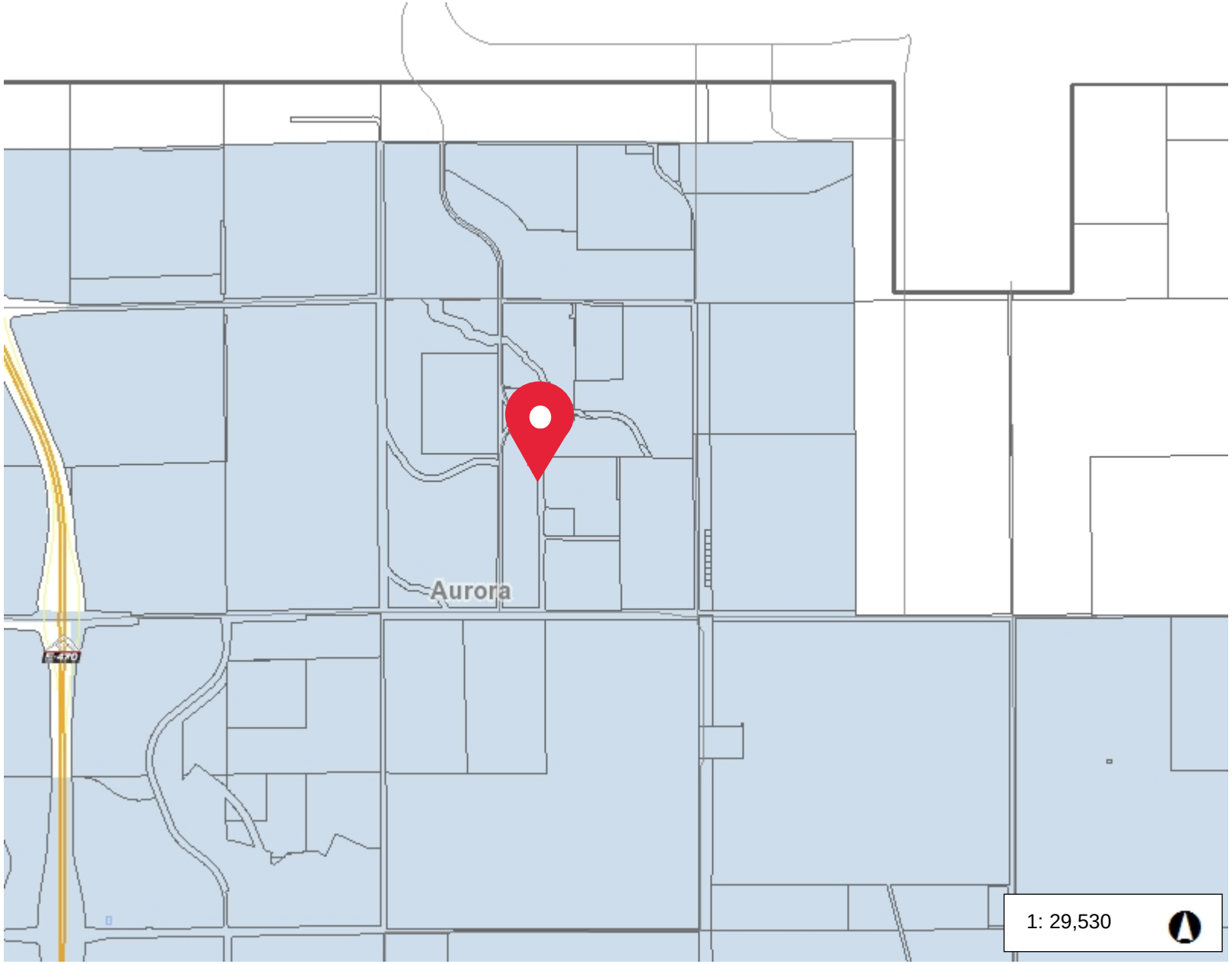
CONTAINING A NET TOTAL OF APPROXIMATELY 1,446.909 ACRES OF LAND MORE OR LESS.

EXHIBIT B

Aurora Vicinity Map

ADAMS COUNTY
COLORADO

Vicinity Map



Interstate
Highway
Tollway
Parcels
County Boundary
City
Aurora

1: 29,530

0.9 0 0.47 0.9 Miles

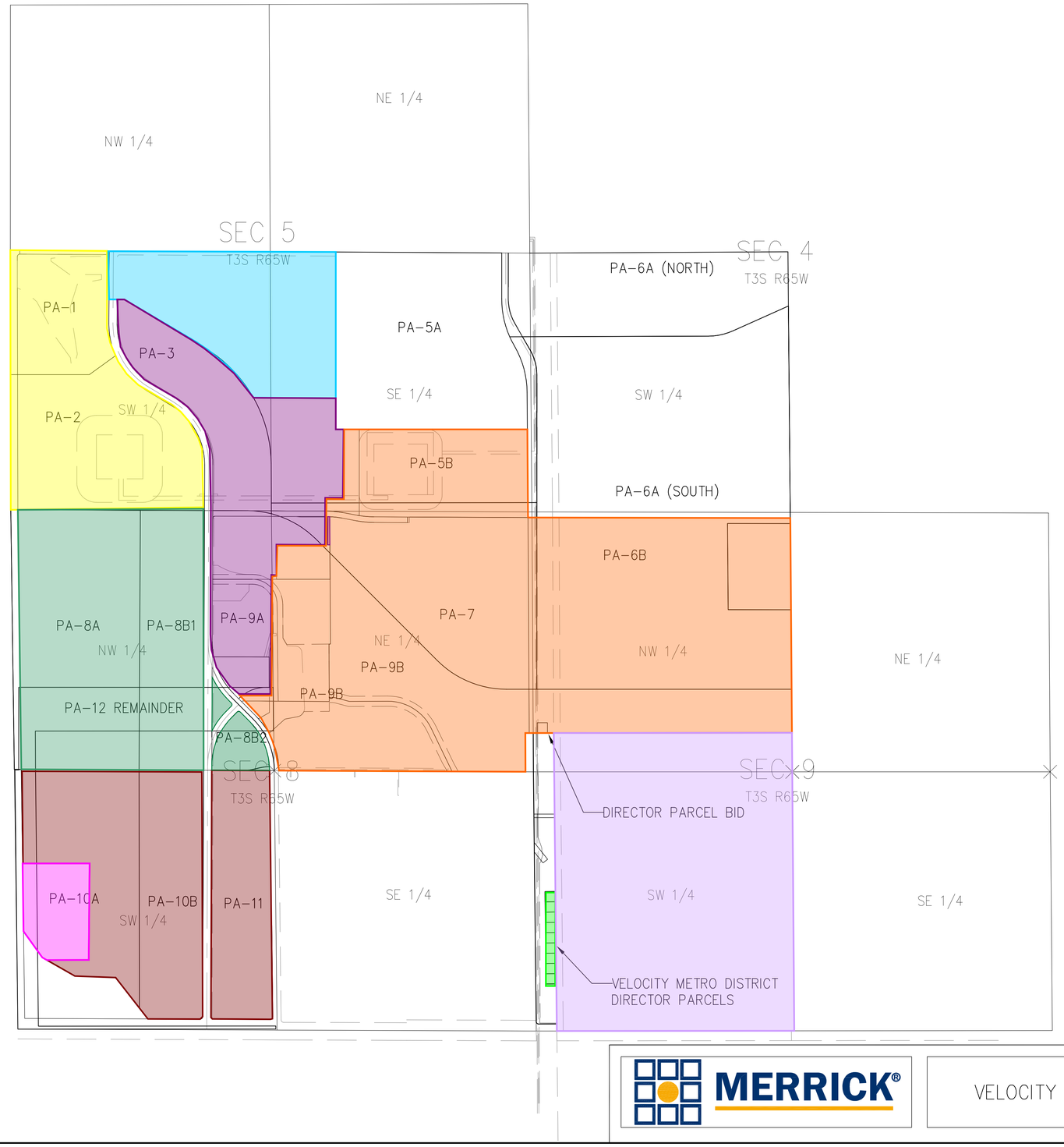
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

EXHIBIT C-1

Current District Boundary Map

- DISTRICT 2
- DISTRICT 3
- DISTRICT 4
- DISTRICT 5
- DISTRICT 6
- DISTRICT 7
- DISTRICT 8
- DISTRICT 9
- DISTRICT 1-9



N.T.S

MERRICK®

VELOCITY METRO DISTRICT MAP

DATE: 9/28/2020

SHEET: 1 OF 1

EXHIBIT C-2

Inclusion Area Boundary Map

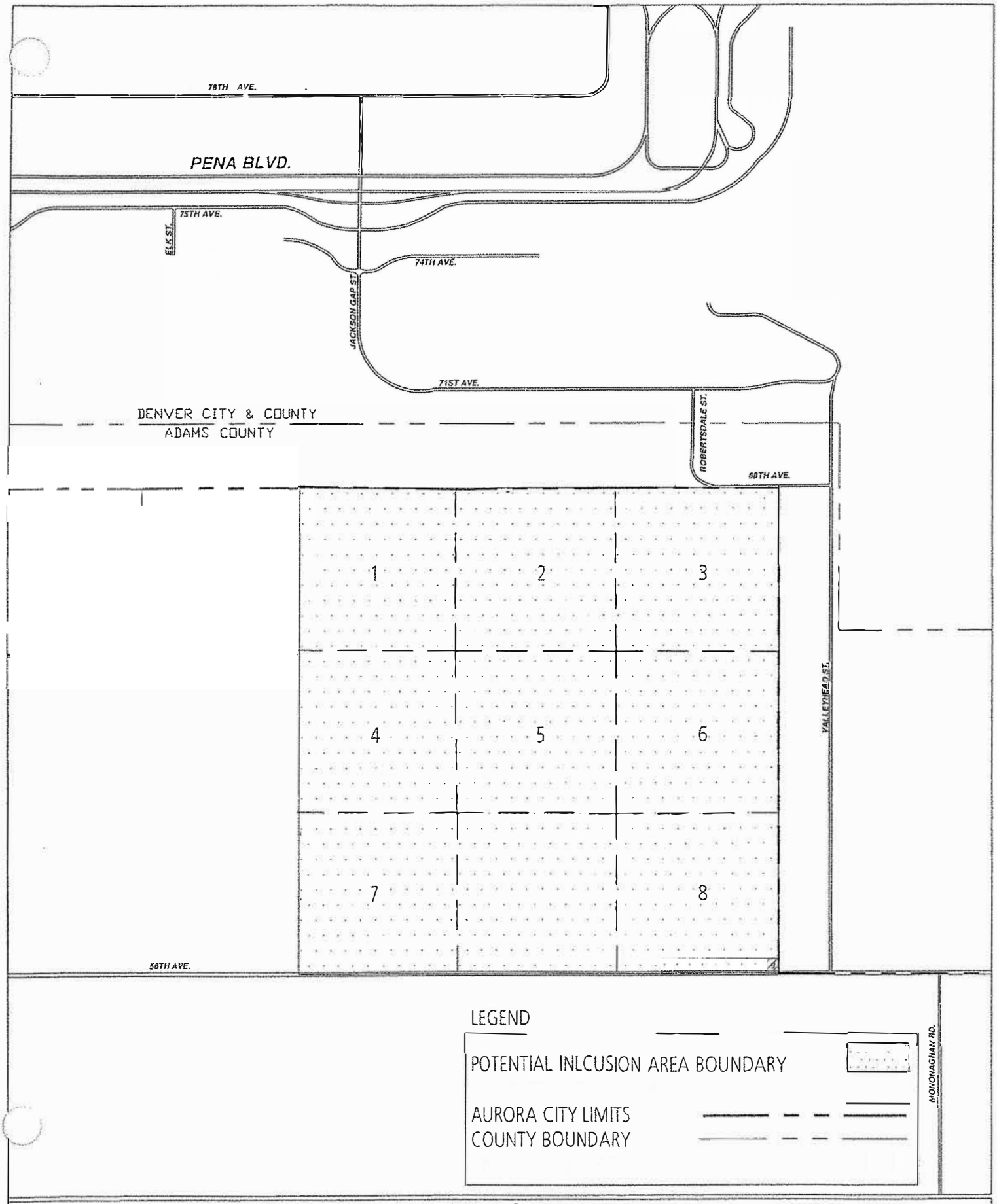


EXHIBIT C -2

Velocity Metropolitan District

Inclusion Area Boundary Map

CIVITAS

1200 Bannock Street
Denver, Colorado 80204
Tel: 303.571.0553

EXHIBIT D

Intergovernmental Agreement between the District and Aurora

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF AURORA, COLORADO
AND
VELOCITY METROPOLITAN DISTRICT NO. 5

THIS AGREEMENT is made and entered into as of this ___ day of _____, _____, by and between the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado ("City"), and VELOCITY METROPOLITAN DISTRICT NO. 5, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"). The City and the District are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District's First Amended and Restated Service Plan approved by the City on _____ ("Service Plan"); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the City and the District, as required by the Aurora City Code; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement ("Agreement").

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Operations and Maintenance. The Districts shall dedicate the Public Improvements (as defined in the Service Plan) to the City or other appropriate jurisdiction or owner's association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The Districts shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto.

Any Fee imposed by the District for access to such park and recreation improvements shall not result in Non-District City residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the District. However, the District

shall be entitled to impose an administrative fee as necessary to cover additional expenses associated with Non-District City residents to ensure that such costs are not the responsibility of District residents. All such Fees shall be based upon the District's determination that such Fees do not exceed reasonable annual market fee for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the Districts shall be open to the general public and Non-District City residents, subject to the rules and regulations of the Districts as adopted from time to time. Trails which are interconnected with a city or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the Districts.

2. Fire Protection. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction. The District shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

5. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction and of those special districts that qualify as "interested parties" under Section 32-1-204(1), C.R.S., as applicable. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the

Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

8. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not any time exceed the Maximum Debt Mill Levy of the Districts.

9. Initial Debt. On or before the effective date of approval by the City of an Approved Development Plan (as defined in the Service Plan), the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any fees used for the purpose of repayment of Debt.

10. Total Debt Issuance. The District shall not issue Debt in excess of One Hundred Ninety-Five Million Dollars ($195,000,000).

11. Fee Limitation. Each of the Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

12. Debt Issuance Limitation. The District shall not be authorized to incur any indebtedness until such time as the District has approved and executed the IGA and approved the imposition of the Aurora Regional Improvement Mill Levy (as defined in the Service Plan) upon all taxable property located within the boundaries of the District.

13. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the District without any limitation.

14. Consolidation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City, unless such consolidation is with is with one or more of the Districts.

15. Bankruptcy. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

16. Dissolution. Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

17. Disclosure to Purchasers. The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, Fees, tolls and charges. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

18. Service Plan Amendment Requirement. Actions of the District which violate the limitations set forth in V.A.1-14 or VII.B-G of the Service Plan shall be deemed to be material modifications to the Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

19. Multiple District Structure. It is anticipated that the Districts, collectively, will undertake the financing and construction of the improvements contemplated herein. Specifically, the Districts shall enter into one or more intergovernmental agreements which shall govern the relationships between and among the Districts with respect to the financing,

construction and operation of the improvements contemplated herein. The District will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements.

20. Annual Report. The District shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued, pursuant to the City Code and containing the information set forth in Section VIII of the Service Plan.

21. Regional Improvements. The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of participation in the alternatives set forth in Section VI.A, B or C of the Service Plan.

The District shall impose the ARI Mill Levy and shall convey it as follows:

(a) If the District has executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the terms of which provide for the City to appoint no less than thirty percent (30%) and no more than forty-nine percent (49%) of the board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

(b) If the City and the District have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the District in accordance with such agreement; or

(c) If neither Section VI.A nor VI.B of the Service Plan is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under Section VI of the Service Plan and shall not expend such revenue until an intergovernmental agreement is executed between the District establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the Service Plan by the City and neither Section VI.A nor VI.B of the Service Plan have occurred within two (2) years from the date of the approval of the Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the District as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, the District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI. B of the Service Plan. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Section VI.A, B or C of the Service Plan, unless the City has agreed otherwise in writing; provided, however in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. The District shall cease to be obligated to impose, collect and convey to the City the revenue from the ARI Mill Levy described in Section VI of the Service Plan at such time as the area within the District's boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements.

22. Maximum Debt Mill Levy. The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

(a) For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 of the Service Plan; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

(b) For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

(c) For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 of the Service Plan, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by

such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

23. Maximum Debt Mill Levy Imposition Term. The District shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI of the Service Plan. Other than the ARI Mill Levy, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

24. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:
Velocity Metropolitan District No. 5
Icenogle Seaver Pogue, P.C.
4725 S. Monaco St., Suite 360
Attn: Alan D. Pogue
Phone: (303) 292-9100

To the City:
City of Aurora
15151 E. Alameda Pkwy., 5th Floor
Aurora, CO 80012
Attn: Daniel L. Brotzman, City Attorney
Phone: (303) 739-7030
Fax: (303) 739-7042

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

25. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

26. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

27. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

28. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

29. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

30. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

31. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

32. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

33. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

34. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

35. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

SIGNATURE PAGES TO INTERGOVERNMENTAL AGREEMENT

VELOCITY METROPOLITAN DISTRICT NO. 5

By: _____
President

Attest:

_____
Secretary

CITY OF AURORA, COLORADO

By: _____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

_____
BRIAN J. RULLA, Assistant City Attorney

RESOLUTION NO. R2021-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE FIRST AMENDED AND RESTATED SERVICE PLAN FOR THE VELOCITY METROPOLITAN DISTRICT NO. 5 AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO AND THE DISTRICT

WHEREAS, pursuant to Section 32-1-204.5, C.R.S., as amended, and Section 122-29 of the City Code, the First Amended and Restated Service Plan (the "Service Plan") for the Velocity Metropolitan District No. 5 (the "District") has been submitted to the City Council (the "City Council") of the City of Aurora, Colorado (the "City"); and

WHEREAS, the City Council approved the original Service Plan (the "Original Service Plan") for the District on December 17, 2017 and the First Amendment (the "First Amendment") to the Original Service Plan on February 4, 2019; and

WHEREAS, the City Council approved the Second Amendment (the "Second Amendment") to the Original Service Plan on July 1, 2019 that allowed for increases in the authorized Aurora Regional Improvement mill levy; and

WHEREAS, the District would like to Amend and Restate the Service Plan and allow for the total debt issuance limitation of the District to be increased to $195,000,000 due to increased costs and in anticipation of refinancing outstanding bonds; and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, and Chapter 122 of the City Code, the City Council is to hold a public hearing on the Service Plan for the District; and

WHEREAS, notice of the hearing before the City Council was duly published in the *Aurora Sentinel*, a newspaper of general circulation within the City, as required by law, and mailed to all interested persons, the Division of Local Government, and the governing body of each municipality and title 32 district that has levied an ad valorem tax within the next preceding tax year and that has boundaries within a radius of three miles of the District; and

WHEREAS, the City Council has considered the Service Plan and all other testimony and evidence presented at the hearing; and

WHEREAS, the City Council finds that the Service Plan should be approved without conditions, as permitted by Sections 32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended, and Section 122-34(a) of the City Code; and

WHEREAS, the City Council further finds that it is in the best interests of the citizens of the City to enter into an Intergovernmental Agreement (the "IGA") with the District for the purpose of assigning the relative rights and responsibilities between the City and the District with respect to certain functions, operations, and obligations of the District; and

WHEREAS, Section 10-12 of the City Charter requires a resolution to authorize the execution of intergovernmental agreements.

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

Section 1. The City Council hereby finds and determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, and Chapter 122 of the City Code relating to the filing of the Service Plan for the District have been fulfilled and that notice of the hearing was given in the time and manner required by law and that City Council has jurisdiction to act on the Service Plan.

Section 2. The City Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard and that evidence satisfactory to the City Council of each of the following was presented:

a. There is sufficient existing and projected need for organized service in the area to be serviced by the District;

b. The existing service in the area to be served by the District is inadequate for present and projected needs;

c. The District is capable of providing economical and sufficient service to the area within their proposed boundaries;

d. The area to be included in the District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;

e. Adequate service is not, or will not be, available to the area through the City, Arapahoe County, or other existing municipal or quasi-municipal corporations, including other existing title 32 districts, within a reasonable time and on a comparable basis;

f. The facility and service standards of the District is compatible with the facility and service standards of the City;

g. The proposed Service Plan is in substantial compliance with the comprehensive plan of the City as adopted pursuant to the City Code;

h. The proposed Service Plan is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area; and

i. The creation of the District will be in the best interests of the area proposed to be served.

Section 3. The City Council hereby approves the Service Plan for the District as submitted.

Section 4. The Mayor and the City Clerk are hereby authorized to execute, on behalf of the City, the IGA in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

Section 5. The District shall not be authorized to incur any additional bonded indebtedness until such time as the District has approved and executed the IGA.

Section 6. This Resolution shall be filed in the records of the City and a certified copy thereof submitted to the petitioners for the District for the purpose of filing in the District Court of Adams County.

Section 7. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Resolution, are hereby rescinded.

RESOLVED AND PASSED this ____ day of _____, 2021.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

CMcK

_____
BRIAN J. RULLA, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: A Resolution to Approve the Velocity No. 6 Metropolitan District Amended and Restated Service Plan
Item Initiator: Cesarina Dancy, Development Project Manager, Office of Development Assistance
Staff Source/Legal Source: Jacob Cox, Manager, Office of Development Assistance / Brian Rulla, Assistant City Attorney
Outside Speaker:
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 6/7/2021

Regular Meeting: 6/14/2021

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

☒ Approve Item as proposed at Study Session

☐ Information Only

☐ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as proposed at Regular Meeting

☐ Approve Item with Waiver of Reconsideration

Why is a waiver needed?Click or tap here to enter text.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 5/25/2021

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Recommendation Report Attached

☒ Minutes Attached

☐ Minutes Not Available

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

The Velocity Metropolitan Districts Nos. 1-9 were approved by the City of Aurora in 2007. The district is located generally northeast of Harvest Road and 56th Avenue. Velocity Metropolitan District No. 6 is requesting that City Council approve the attached Amended and Restated Service Plan. In 2019, Velocity Metropolitan Districts 4, 5 and 6 were amended to allow for an increase in the ARI mill levy and subsequently established the 64th Avenue Authority together with other Districts in the area.

Velocity Metropolitan District No.6 is part of the Porteos Master Plan development. The Porteos development is entirely commercial and industrial, and no residential development is planned.

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

Velocity Metropolitan District No. 6 is requesting approval of an Amended and Restated Service Plan (attached) that increases the Districts' total debt issuance limitations from $100,000,000 to $195,000,000. The Service Plan Amendment is limited to this and does not otherwise amend the Service Plan. The District has outlined their financial plan in the transmittal letter (attached). This request is being made due to increasing costs and in anticipation of refinancing the Districts' outstanding bonds in the next 3-5 years to reduce long-term costs. This service plan will be approved by resolution.

The Vicinity Map and transmittal letter are attached to the Velocity Metropolitan District No. 1 item in this packet.

QUESTIONS FOR COUNCIL

Does Council wish to move this item forward to the June 14, 2021 Regular Meeting?

LEGAL COMMENTS

Title 32, Article 1, C.R.S., as amended, and Section 122-36(b) of the City Code each provide that material modifications to an approved metropolitan district service plan may be made by the board of directors of a district only by petition to and approval by the City Council in substantially the same manner as provided for in the approval for an original service plan.

Section 122-32 of the City Code requires that the City Council conduct a public hearing regarding approval of the proposed district and its service plan. Therefore, a public hearing is required prior to material modifications of the service plan pursuant to Section 122-36(b).

The approval of the Amended Intergovernmental Agreement requires a resolution pursuant to City Charter Section 10-12. (Rulla)

PUBLIC FINANCIAL IMPACT

☐ YES ☒ NO

If yes, explain:

PRIVATE FISCAL IMPACT

☐ Not Applicable ☒ Significant ☐ Nominal

If Significant or Nominal, explain: The Velocity No. 6 Metropolitan District is a Title 32 District which has the authority to levy a property tax within the boundaries of the District. Changes made to the service plan regarding debt limitation will have a private fiscal impact on the owners of such property. The proposed debt limit increase should benefit the owners of property within the District by allowing additional resources for infrastructure construction.

FIRST AMENDED AND RESTATED

SERVICE PLAN

FOR

VELOCITY METROPOLITAN DISTRICT NO. 6

CITY OF AURORA, COLORADO

Prepared

by

ICENOGLE SEAVER POGUE, P.C.
4725 S. MONACO STREET, SUITE 360
DENVER, CO 80237

May 18, 2021

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LIST OF EXHIBITS

EXHIBIT A	Legal Descriptions
EXHIBIT B	Aurora Vicinity Map
EXHIBIT C-1	Current District Boundary Map
EXHIBIT C-2	Inclusion Area Boundary Map
EXHIBIT D	Intergovernmental Agreement between the District and Aurora

I. INTRODUCTION

A. Purpose and Intent.

The District was formed on June 6, 2008 following approval by the City Council of the District's original service plan, as subsequently amended.[1] The District is amending its original service plan due to increasing costs and to facilitate future funding and refinancing of the Public Improvements required to serve the Project. This Service Plan is intended to modify, replace, restate and superseded the original service plan, as amended, in its entirety.

The District is an independent unit of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Service Plan, its activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Service Plan. It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these Public Improvements.

The District is not being created to provide ongoing operations and maintenance services other than as specifically set forth in this Service Plan.

B. Need for the District.

There are currently no other governmental entities, including the City, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the City Regarding District's Service Plan.

The City's objective in approving the Service Plan for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for residential properties and at a tax mill levy no higher than the Maximum Debt Mill Levy for commercial and residential properties, and/or repaid by Fees, as long as such Fees are not imposed upon or collected from Taxable Property owned or occupied by an End User for the purpose of creating a capital cost payment obligation as further described in Section V.A. 11. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax and Fee

[1] The original service plan was approved by the City Council on December 17, 2007, as amended by a first amendment thereto approved by the City Council on February 4, 2019, and a second amendment thereto approved by the City Council on August 5, 2019, effective September 7, 2019 (the "Second Amendment to the Service Plan").

burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Service Plan is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs. Operational activities are allowed, but only through an intergovernmental agreement with the City.

It is the intent of the District to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt, and if the District has authorized operating functions under an intergovernmental agreement with the City, to retain only the power necessary to impose and collect taxes or Fees to pay for these costs.

The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Fees or from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy on commercial and residential properties and which shall not exceed the Maximum Debt Mill Levy Imposition Term on residential properties. It is the intent of this Service Plan to assure to the extent possible that no commercial or residential property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no property developed for a residential use bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District. With regard to Regional Improvements, this Service Plan also provides for the Districts to pay a portion of the cost of regional infrastructure as part of ensuring that development and those that benefit from development pay for the associated costs.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Approved Development Plan: means a Framework Development Plan or other process established by the City for identifying, among other things, Public Improvements necessary for facilitating development for property within the Service Area as approved by the City pursuant to the City Code and as amended pursuant to the City Code from time to time.

ARI or Regional Improvements: means Aurora Regional Improvements.

ARI Authority: means one or more Authorities established by an ARI Authority Establishment Agreement.

ARI Establishment Agreement: means an intergovernmental agreement establishing an ARI Authority which has, at minimum, Title 32 special districts from three (3) or more Approved Development Plan areas as parties to the Agreement.

ARI Master Plan: means one or more master plans adopted by an ARI Authority establishing Regional Improvements which will benefit the taxpayers and service users of the Districts which constitute such ARI Authority, which master plan will change from time to time.

ARI Mill Levy: means five (5) mills if the District has executed an ARI Establishment Agreement or such lesser amount as is necessary to satisfy any debt issued by such ARI Authority, or, in the event the District has not executed an ARI Establishment Agreement within one (1) year following the date of approval of the Second Amendment to the Service Plan, then, the following:

A. For districts with property within their boundaries developed with any residential uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20^{th}) year; and (ii) shall be five (5) mills from the twenty-first (21^{st}) year through the fortieth (40^{th}) year or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs; and (iii) for an additional ten (10) years, the mill levy shall be equal to the average debt service mill levy imposed by such district in the ten (10) years prior to the date of repayment of the debt incurred for Public Improvements other than Regional Improvements; and

B. For districts with property within their boundaries developed solely for commercial uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20^{th}) year; (ii) shall be one and one-half (1.5) mills from the twenty-first (21^{st}) year through the date of repayment of debt incurred for Public Improvements, other than Regional Improvements; and (iii) for five (5) years thereafter, the mill levy shall be the lesser of twenty (20) mills or a mill levy equal to the average debt service mill levy imposed by such district in the ten (10) years prior to the date of repayment of debt issued for Public Improvements, other than Regional Improvements; and

C. Any district may, pursuant to any intergovernmental agreement with the City, extend the term for application of the ARI Mill Levy beyond the years set forth in A and B above. The Maximum Mill Levy Imposition Term shall include the terms set forth in A and B above and any extension of the term as approved in an intergovernmental agreement as described herein.

D. All mills described in this ARI Mill Levy definition shall be subject to adjustment as follows: On or after January 1, 2004, if there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the one (1) mill levy described above may be increased or decreased to reflect such changes, such

increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes, for purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

Board: means the board of directors of the District.

Bond, Bonds or Debt: means bonds or other obligations for the payment of which the District has promised to impose an *ad valorem* property tax mill levy, and/or collect Fee revenue.

City: means the City of Aurora, Colorado.

City Code: means the City Code of the City of Aurora, Colorado.

City Council: means the City Council of the City of Aurora, Colorado.

Current District Boundaries: means the boundaries of the area described in the Current District Boundary Map.

District: means Velocity Metropolitan District No. 6.

Districts: means District No. 6 and District Nos. 1, 2, 3, 4, 5, 7, 8, and 9, collectively.

End User: means any owner, or tenant of any owner, of any taxable improvement within the Districts who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

External Financial Advisor: means a consultant that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Fee(s): means any fee imposed by the Districts for services, programs or facilities provided by the Districts, as described in Section V.A.11. below.

Financial Plan: means the combined Financial Plan of the Districts as described in Section VII which describes (i) how the Public Improvements are to be financed; (ii) how

the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

Inclusion Area Boundaries: means the boundaries of the area described in the Inclusion Area Boundary Map.

Inclusion Area Boundary Map: means the map attached hereto as **Exhibit C-2**, describing the property proposed for inclusion within one, but not any more than one, of the boundaries of the Districts.

Current District Boundary Map: means the map attached hereto as **Exhibit C-1**, describing the District's current boundaries.

Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt as set forth in Section VII.C below.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy on a particular property developed for residential uses as set forth in Section VII.D below.

Project: means the development or property commonly referred to as Porteos or Velocity.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act, except as specifically limited in Section V below to serve the future taxpayers and inhabitants of the Service Area as determined by the Board of the District.

Regional Improvements: means Public Improvements and facilities that benefit the Service Area and which are to be financed pursuant to Section VI below.

Service Area: means the property within the Current District Boundary Map and the Inclusion Area Boundary Map.

Service Plan: means this service plan for the District approved by City Council.

Service Plan Amendment: means an amendment to the Service Plan approved by City Council in accordance with the City's ordinance and the applicable state law.

Special District Act: means Section 32-1-101, et seq., of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real or personal property within the Service Area subject to ad valorem taxes imposed by the Districts.

III. BOUNDARIES

The area of the Current District Boundaries includes approximately one hundred twenty-two (122) acres and the total area proposed to be included in the Inclusion Area Boundaries is approximately one thousand four hundred forty-seven (1,447) acres. A legal description of the Current District Boundaries and the Inclusion Area Boundaries is attached hereto as **Exhibit A**. A vicinity map is attached hereto as **Exhibit B**. A map of the Current District Boundaries is attached hereto as **Exhibit C-1**, and a map of the Inclusion Area Boundaries is attached hereto as **Exhibit C-2**. It is anticipated that the District's boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Section 32-1-401, et seq., C.R.S., and Section 32-1-501, et seq., C.R.S., subject to the limitations set forth in Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately one thousand four hundred forty-seven (1,447) acres of commercial and industrial land. The current assessed valuation of the Service Area is $34,630,970.00 for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The population of the District at build-out is estimated to be approximately zero (0) people.

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Service Plan Amendment.

The District shall have the power and authority to provide the Public Improvements and related operation and maintenance services within and without the boundaries of the District as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

In connection with the performance of all acts or activities hereunder, the District shall not violate any protection clauses of the United States or Colorado State Constitutions. The District shall not discriminate against any person because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability, and further shall insert the foregoing provision in contracts or subcontracts let by the District to accomplish the purposes of this service plan.

1. Operations and Maintenance Limitation. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements to the City or other appropriate jurisdiction or owner's association in a manner consistent with the Approved Development Plan and other rules and regulations of the

City and applicable provisions of the City Code. The Districts shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto. Any Fee imposed by the Districts for access to such park and recreation improvements shall not result in Non-District Aurora residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the Districts. However, the Districts shall be entitled to impose an administrative Fee as necessary to cover additional expenses associated with Non-District Aurora residents to ensure that such costs are not the responsibility of Districts residents. All such Fees shall be based upon the Districts' determination that such Fees do not exceed reasonable annual market fees for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the Districts shall be open to the general public and Non-District Aurora residents, subject to the rules and regulations of the Districts as adopted from time to time. Trails which are interconnected with a city or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the Districts.

2. Fire Protection Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction Limitation. Acknowledging that the City has financed public golf courses and desires to coordinate the construction of public golf courses in the City's boundaries, the District shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

5. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The

District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

8. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

9. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Fees used for the purpose of repayment of Debt.

10. Total Debt Issuance Limitation. The District shall not issue Debt in excess of One Hundred Ninety-Five Million Dollars ($195,000,000).

11. Fee Limitation. Each of the Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable

Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

12. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the District without any limitation.

13. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City, unless such consolidation is with one or more of the Districts.

14. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

15. Service Plan Amendment Requirement. This Service Plan has been designed with sufficient flexibility to enable the District to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the District which violate the limitations set forth in V.A.1-14 above or in VII.B-G. shall be deemed to be material modifications to this Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

B. Preliminary Engineering Survey.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the District, to be more specifically defined

in an Approved Development Plan. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the Service Area and is approximately Six Hundred Million Dollars ($600,000,000).

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the City and shall be in accordance with the requirements of the Approved Development Plan. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

C. Multiple District Structure.

It is anticipated that the Districts, collectively, will undertake the financing and construction of the improvements contemplated herein. Specifically, the Districts shall enter into one or more intergovernmental agreements which shall govern the relationships between and among the Districts with respect to the financing, construction and operation of the improvements contemplated herein. The District will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements.

VI. REGIONAL IMPROVEMENTS

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of participation in the alternatives set forth in Section VI.A, B or C below.

The District shall impose the ARI Mill Levy and shall convey it as follows:

A. If the District has executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the terms of which provide for the City to appoint no less than thirty percent (30%) and no more than forty-nine percent (49%) of the board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

B. If the City and the District have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the District in accordance with such agreement; or

C. If neither Section VI.A nor VI.B above is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under this Section VI and shall not expend such revenue until an intergovernmental agreement is executed between the District establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the Service Plan by the City and neither Section VI.A nor VI.B above have occurred within two (2) years from the date of the approval of the Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the District as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, the District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI. B above. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Section VI.A, B or C set forth above, unless the City has agreed otherwise in writing; provided, however in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. The District shall cease to be obligated to impose, collect and convey to the City the revenue from the ARI Mill Levy described in this Section VI at such time as the area within the District's boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements. The Porteos Business Improvement District shall not be a Business Improvement District for purposes of this paragraph.

The District shall have the authority to issue Debt for the Regional Improvements, in an amount not to exceed Seventy-Five Million Dollars ($75,000,000) pursuant to agreements as described in VI.A, B or C above.

VII. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay within the

Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy and other legally available revenues. The total Debt that the District shall be permitted to issue shall not exceed One Hundred Ninety-Five Million Dollars ($195,000,000) and shall be permitted to be issued on a schedule and in such year or years as the District determine shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. All bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including general ad valorem taxes and Fees to be imposed upon all Taxable Property within the District. The District will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy.

The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

1. For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 below; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

2. For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

3. For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 above, so that the District is entitled to pledge to its payment an unlimited ad

valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

D. Maximum Debt Mill Levy Imposition Term.

The District shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI. Other than the ARI Mill Levy, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

E. Debt Repayment Sources.

The District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance. The District may also rely upon various other revenue sources authorized by law. At the District's discretion, these may include the power to assess fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(l), C.R.S., as amended from time to time. In no event shall the debt service mill levy in the District exceed the Maximum Debt Mill Levy or, for residential property within the District, the Maximum Debt Mill Levy Imposition Term, except pursuant to an intergovernmental agreement between the District and the City for Regional Improvements.

F. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

> By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document

used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

G. Security for Debt.

The District shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the City of payment of any of the District's obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

H. TABOR Compliance.

The District will comply with the provisions of TABOR. In the discretion of the Board, the District may set up other qualifying entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by the District will remain under the control of the District's Board.

I. District's Operating Costs.

The cost of acquiring land, engineering services, legal services and administrative services, together with the costs of the District's organization and initial operations, have been reimbursed from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The current year's operating budget is Twenty-Seven Dollars ($27) which is derived from property taxes and other revenues.

The Maximum Debt Mill Levy for the repayment of Debt shall not apply to the District's ability to increase its mill levy as necessary for provision of operation and maintenance services to its taxpayers and service users.

VIII. ANNUAL REPORT

A. General.

The District shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.

2. Intergovernmental Agreements with other governmental entities, either entered into or proposed as of December 31 of the prior year.

3. Copies of the District's rules and regulations, if any as of December 31 of the prior year.

4. A summary of any litigation which involves the District Public Improvements as of December 31 of the prior year.

5. Status of the District's construction of the Public Improvements as of December 31 of the prior year.

6. A list of all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of December 31 of the prior year.

7. The assessed valuation of the District for the current year.

8. Current year budget including a description of the Public Improvements to be constructed in such year.

9. Audit of the District's financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.

10. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.

11. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

IX. DISSOLUTION

Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

X. DISCLOSURE TO PURCHASERS

The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, Fees, tolls and charges. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

XI. INTERGOVERNMENTAL AGREEMENT

The form of the intergovernmental agreement required by the City Code, relating to the limitations imposed on the District's activities, is attached hereto as **Exhibit D**. The District shall approve the intergovernmental agreement in the form attached as **Exhibit D** at its first Board meeting after its organizational election. Failure of the District to execute the intergovernmental agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The City Council shall approve the intergovernmental agreement in the form attached as **Exhibit D** at the public hearing approving the Service Plan.

XII. CONCLUSION

It is submitted that this Service Plan for the District, as required by Section 32-1-203(2), C.R.S., and Section 122-35 of the City Code, establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;

2. The existing service in the area to be served by the District is inadequate for present and projected needs;

3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries; and

4. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

5. Adequate service is not, and will not be, available to the area through the City or county or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.

6. The facility and service standards of the District are compatible with the facility and service standards of the City within which the special district is to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.

7. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the City Code.

8. The proposal is in compliance with any duly adopted City, regional or state long-range water quality management plan for the area.

9. The creation of the District is in the best interests of the area proposed to be served.

EXHIBIT A

Legal Descriptions

DIRECTOR PARCEL – VELOCITY METROPOLITAN DISTRICT NO. 6
SW 1/4 SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST, 6TH P.M.

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND CONSIDERING THE WEST LINE OF SAID SOUTHWEST QUARTER, BEING MONUMENTED AS SHOWN ON THE ATTACHED EXHIBIT, TO BEAR NORTH 00°37'54" WEST, 2651.38 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO,

THENCE NORTH 00°37'54" WEST ALONG SAID WEST LINE, A DISTANCE OF 795.00 FEET;

THENCE NORTH 89°22'06" EAST, A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00°37'54" WEST, A DISTANCE OF 105.00 FEET;

THENCE NORTH 89°22'06" EAST, A DISTANCE OF 105.00 FEET TO A POINT ON THE EASTERLY LINE OF THAT PUBLIC SERVICE COMPANY OF COLORAD EASEMENT AS DECSCRIBED IN DEED RECORDED IN BOOK 5364 AT PAGE 596 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;

THENCE SOUTH 00°37'54" EAST ALONG SAID EASTERLY LINE, A DISTANCE OF 105.00 FEET;

THENCE SOUTH 89°22'06" WEST, A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING,

SAID PARCEL CONTAINING A CALCULATED AREA OF 11,025 SQUARE FEET OR 0.253 ACRE, MORE OR LESS.

THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

I, WILLIAM F. HESSELBACH JR., A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

WILLIAM F. HESSELBACH JR., P.L.S. 25369
FOR AND ON BEHALF OF
CVL CONSULTANTS OF COLORADO, INC.
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112

LEGAL DESCRIPTION – PA – 8A & 8B

A PARCEL OF LAND BEING A PART OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND CONSIDERING THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 8, BEING MONUMENTED AS SHOWN ON THE ATTACHED EXHIBIT, TO BEAR NORTH 00°46'23" WEST, 2655.85 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 89°43'41" EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 72.01 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF HARVEST ROAD AS DESCRIBED IN DEED RECORDED AT RECEPTION NO. 2018000011259 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, SAID POINT BEING THE **POINT OF BEGINNING;**

THENCE NORTH 00°46'23" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 2655.89 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHWEST QUARTER;

THENCE SOUTH 89°47'13" EAST ALONG SAID NORTH LINE, A DISTANCE OF 1910.07 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF JACKSON GAP STREET AS DEDICATED BY THE PLAT OF PORTEOS SUBDIVISION FILING NO. 1 RECORDED AT RECEPTION NO 2013000094501 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;

THENCE SOUTH 00°12'50" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 2657.40 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER;

THENCE NORTH 89°43'41" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 1864.32 FEET TO THE **POINT OF BEGINNING,**

SAID PARCEL CONTAINING A CALCULATED AREA OF 5,013,216 SQUARE FEET OR 115.088 ACRES, MORE OR LESS.

THE LINEAL UNIT USED IN THE PREPARATION OF THIS LEGAL DESCRIPTION IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

I, WILLIAM F. HESSELBACH JR., A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

WILLIAM F. HESSELBACH JR., P.L.S. 25369
FOR AND ON BEHALF OF
CVL CONSULTANTS OF COLORADO, INC.
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112

LEGAL DESCRIPTION – PA - 8B1

A PARCEL OF LAND BEING A PART OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND CONSIDERING THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 8, BEING MONUMENTED AS SHOWN ON THE ATTACHED EXHIBIT, TO BEAR NORTH 00°19'54" WEST, 2658.06 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 57°26'56" WEST, A DISTANCE OF 756.16 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF JACKSON GAP STREET AS DESCRIBED IN DEED RECORDED AT RECEPTION NO. 2013000094501 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE NORTH 00°12'50" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 549.09 FEET TO A POINT OF CUSP;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 842.00 FEET, A CENTRAL ANGLE OF 19°16'46", AN ARC LENGTH OF 283.32 FEET, THE CHORD OF WHICH BEARS SOUTH 35°14'12" EAST, 281.99 FEET TO A POINT OF REVERSE CURVATURE

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 31.42 FEET, THE CHORD OF WHICH BEARS SOUTH 00°07'25" WEST, 28.28 FEET TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 787.00 FEET, A CENTRAL ANGLE OF 18°11'47", AN ARC LENGTH OF 249.94 FEET, THE CHORD OF WHICH BEARS SOUTH 36°01'32" WEST, 248.89 FEET TO THE **POINT OF BEGINNING**,

SAID PARCEL CONTAINING A CALCULATED AREA OF 51,053 SQUARE FEET OR 1.172 ACRES, MORE OR LESS.

THE LINEAL UNIT USED IN THE PREPARATION OF THIS LEGAL DESCRIPTION IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

I, WILLIAM F. HESSELBACH JR., A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

WILLIAM F. HESSELBACH JR., P.L.S. 25369
FOR AND ON BEHALF OF
CVL CONSULTANTS OF COLORADO, INC.
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112

LEGAL DESCRIPTION – PA - 8B2

A PARCEL OF LAND BEING A PART OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND CONSIDERING THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 8, BEING MONUMENTED AS SHOWN ON THE ATTACHED EXHIBIT, TO BEAR NORTH 00°19'54" WEST, 2658.06 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 50°22'21" WEST, A DISTANCE OF 63.07 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF JACKSON GAP WAY AS DESCRIBED IN DEED RECORDED AT RECEPTION NO. 2016000087351 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE NORTH 89°44'07" WEST, A DISTANCE OF 1.14 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 13°09'07", AN ARC LENGTH OF 97.56 FEET, THE CHORD OF WHICH BEARS SOUTH 83°41'19" WEST, 97.34 FEET;

THENCE SOUTH 77°06'46" WEST, A DISTANCE OF 77.64 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 13°09'33", AN ARC LENGTH OF 97.61 FEET, THE CHORD OF WHICH BEARS SOUTH 83°41'32" WEST, 97.40 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER;

THENCE NORTH 89°43'41" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 319.94 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF JACKSON GAP STREET AS DEDICATED BY THE PLAT OF PORTEOS SUBDIVISION FILING NO. 1 RECORDED AT RECEPTION NO. 2013000094501 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;

THENCE NORTH 00°12'50" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 50.40 FEET TO A POINT SOUTHEASTERLY RIGHT OF WAY LINE OF SAID JACKSON GAP WAY, SAID POINT BEING A POINT OF CURVATURE;

THENCE ALONG THE SOUTHEASTERLY AND WESTERLY RIGHT OF WAY LINE OF SAID JACKSON GAP WAY THE FOLLOWING SEVEN (7) COUSES:

1. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 703.00 FEET, A CENTRAL ANGLE OF 44°54'35", AN ARC LENGTH OF 551.03 FEET, THE CHORD OF WHICH BEARS NORTH 22°40'08" EAST, 537.03 FEET;

2. THENCE NORTH 45°07'25" EAST, A DISTANCE OF 75.89 FEET TO A POINT OF CURVATURE;

3. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 31.42 FEET, THE CHORD OF WHICH BEARS SOUTH 89°52'35" EAST, 28.28 FEET;

4. THENCE SOUTH 44°52'35" EAST, A DISTANCE OF 145.62 FEET TO A POINT OF CURVATURE;

5. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 705.40 FEET, A CENTRAL ANGLE OF 07°06'59", AN ARC LENGTH OF 87.62 FEET, THE CHORD OF WHICH BEARS SOUTH 41°18'46" EAST, 87.56 FEET TO A POINT OF COMPOUND CURVATURE;

6. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 700.07 FEET, A CENTRAL ANGLE OF 19°21'54", AN ARC LENGTH OF 236.61 FEET, THE CHORD OF WHICH BEARS SOUTH 26°44'11" EAST, 235.49 FEET TO A POINT OF COMPOUND CURVATURE;

7. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 697.50 FEET, A CENTRAL ANGLE OF 15°18'46", AN ARC LENGTH OF 186.41 FEET, THE CHORD OF WHICH BEARS SOUTH 10°43'28" EAST, 185.86 FEET TO THE **POINT OF BEGINNING,**

SAID PARCEL CONTAINING A CALCULATED AREA OF 248,422 SQUARE FEET OR 5.703 ACRES, MORE OR LESS.

THE LINEAL UNIT USED IN THE PREPARATION OF THIS LEGAL DESCRIPTION IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

I, WILLIAM F. HESSELBACH JR., A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

WILLIAM F. HESSELBACH JR., P.L.S. 25369
FOR AND ON BEHALF OF
CVL CONSULTANTS OF COLORADO, INC.
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112

Inclusion Area Boundaries:

A PARCEL OF LAND BEING ALL OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION 4, THE SOUTH ONE-HALF (S ½) OF SECTION 5, THE NORTH ONE-HALF (N ½) OF SECTION 8, A PART OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 8 AND THE WEST ONE-HALF (W ½) OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 5; THENCE S89°40'05"E, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5, A DISTANCE OF 2659.06 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF SAID SECTION 5;
THENCE S89°40'05"E, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 5, A DISTANCE OF 2655.55 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST ONE-QUARTER OF SAID SECTION 5,
THENCE N89°42'57"E, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 4, A DISTANCE OF 2640.56 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF SAID SECTION 4,
THENCE S00°30'38"E, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 2674.79 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF SAID SECTION 9;
THENCE S00°26'59"E, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 2643.86 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF SAID SECTION 9;
THENCE S00°26'59"E , ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 2649.32 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 9;
THENCE S89°57'02"W, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 2639.17 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST ONE-QUARTER OF SAID SECTION 9;
THENCE N00°37'57"W, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 2651.44 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 8;
THENCE N89°43'56"W, ALONG THE SOUTH LINE OF SAID NORTHEAST ONE-QUARTER OF SAID SECTION 8, A DISTANCE OF 2651.88 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 8;
THENCE S00°37'45"E, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 8, A DISTANCE OF 2544.11 FEET TO A POINT 110.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 8;
THENCE N89°47'21"W, PARALLEL WITH AND 110.00 FEET NORTH OF SAID SOUTH LINE, A DISTANCE OF 2651.98 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 8;
THENCE N00°47'40"W, ALONG THE SAID WEST LINE, A DISTANCE OF 2546.87 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 8;

THENCE N00°46'20"W, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 8, A DISTANCE OF 2655.83 FEET TO THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 8;
THENCE N00°06'30"W, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 5, A DISTANCE OF 2655.98 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 1,286.909 ACRES (56,057,763 SQ. FT.) OF LAND MORE OR LESS.

PREPARED BY:
JANET A. CALDWELL, P.L.S. 29027
FOR AND ON BEHALF OF THE LUND PARTNERSHIP, INC.
12265 W. BAYAUD AVE., SUITE 130
LAKEWOOD, COLORADO 80228

TOGETHER WITH THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, STATE OF COLORADO, CONTAINING APPROXIMATELY 160.000 ACRES (6,969,600 SQ. FT.) OF LAND MORE OR LESS.

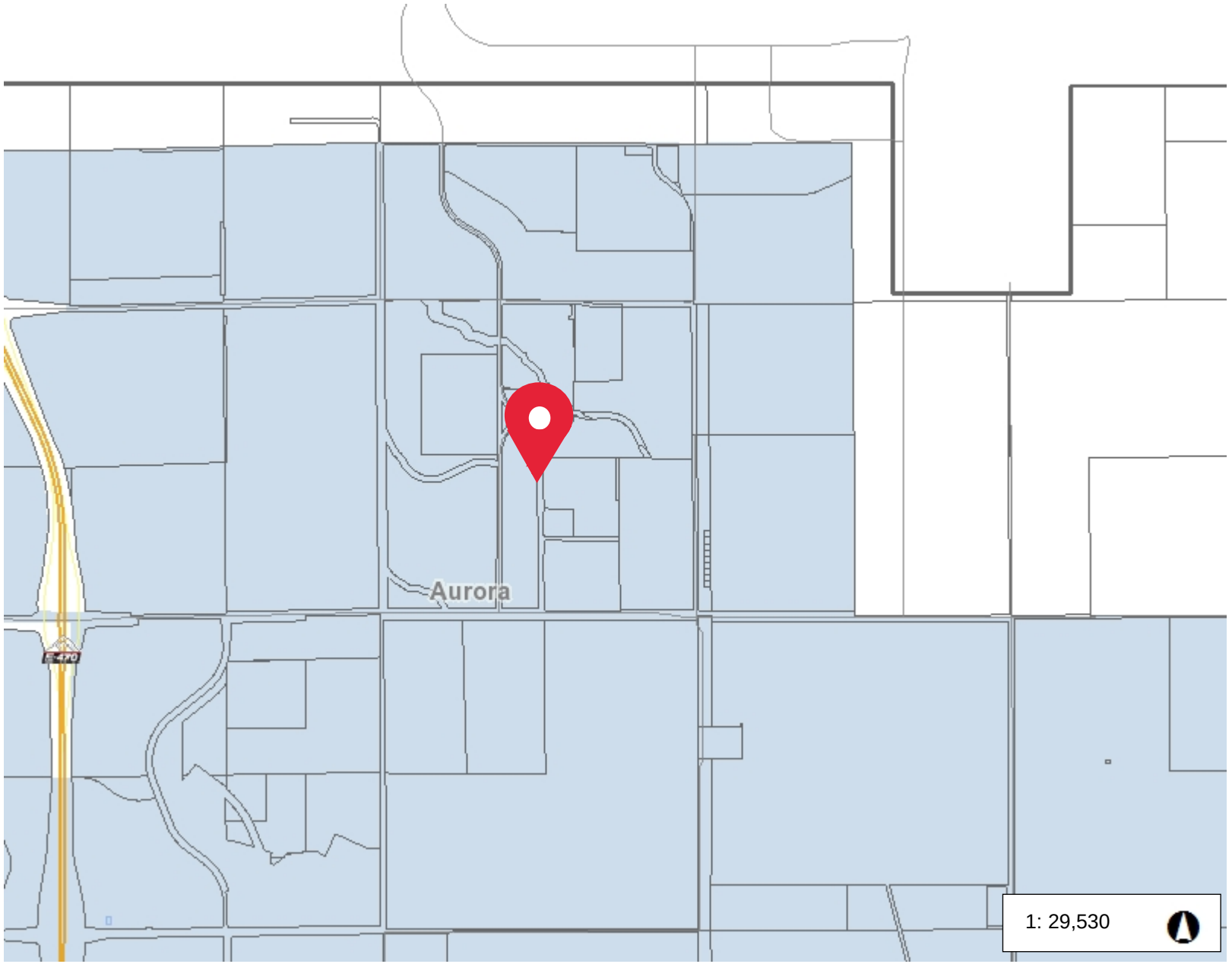
CONTAINING A NET TOTAL OF APPROXIMATELY 1,446.909 ACRES OF LAND MORE OR LESS.

EXHIBIT B

Aurora Vicinity Map

ADAMS COUNTY
COLORADO

Vicinity Map



Interstate
Highway
Tollway
Parcels
County Boundary
City
Aurora

1: 29,530

0.9 0 0.47 0.9 Miles

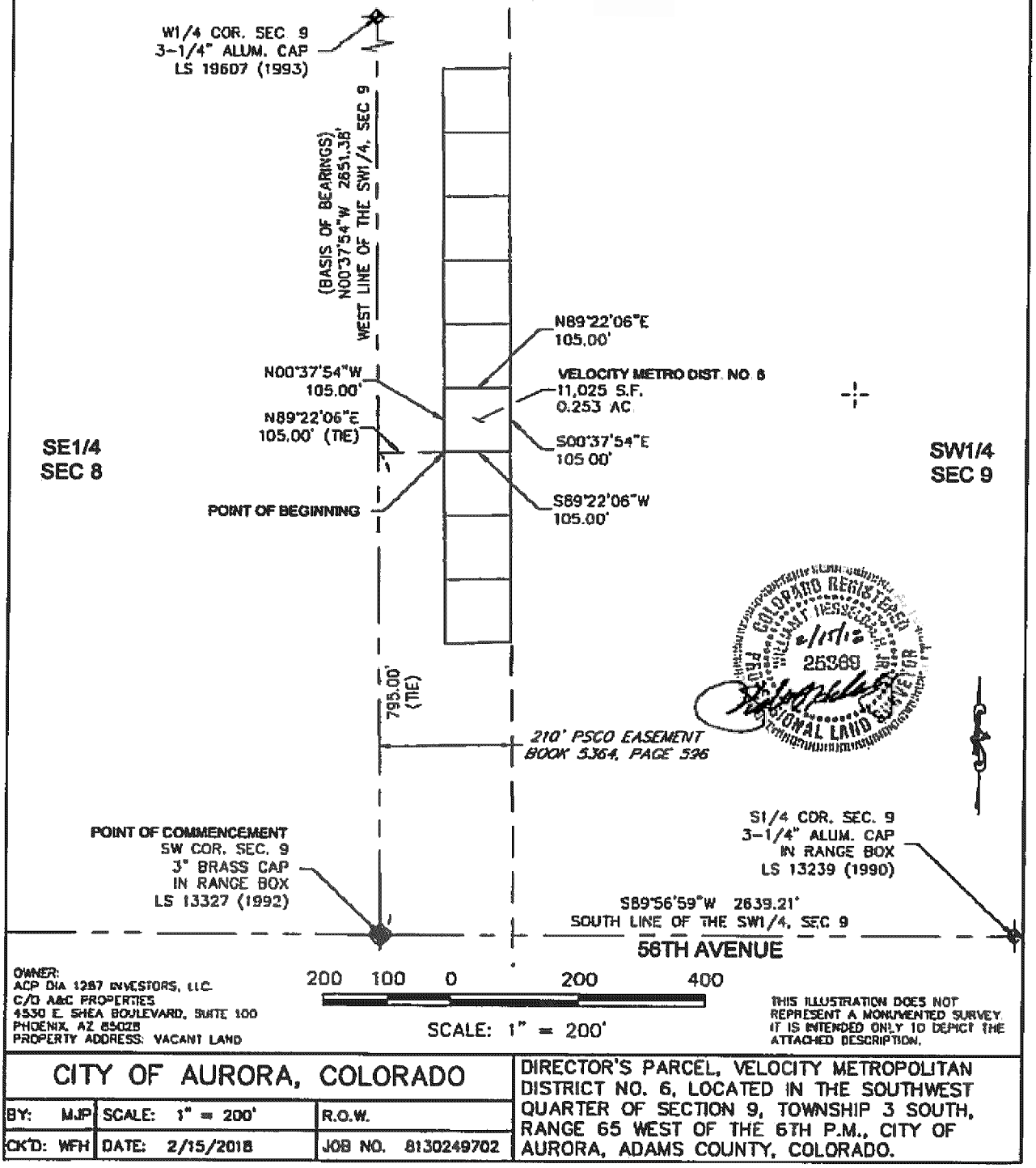
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

EXHIBIT C-1

Current District Boundary Map

EXHIBIT

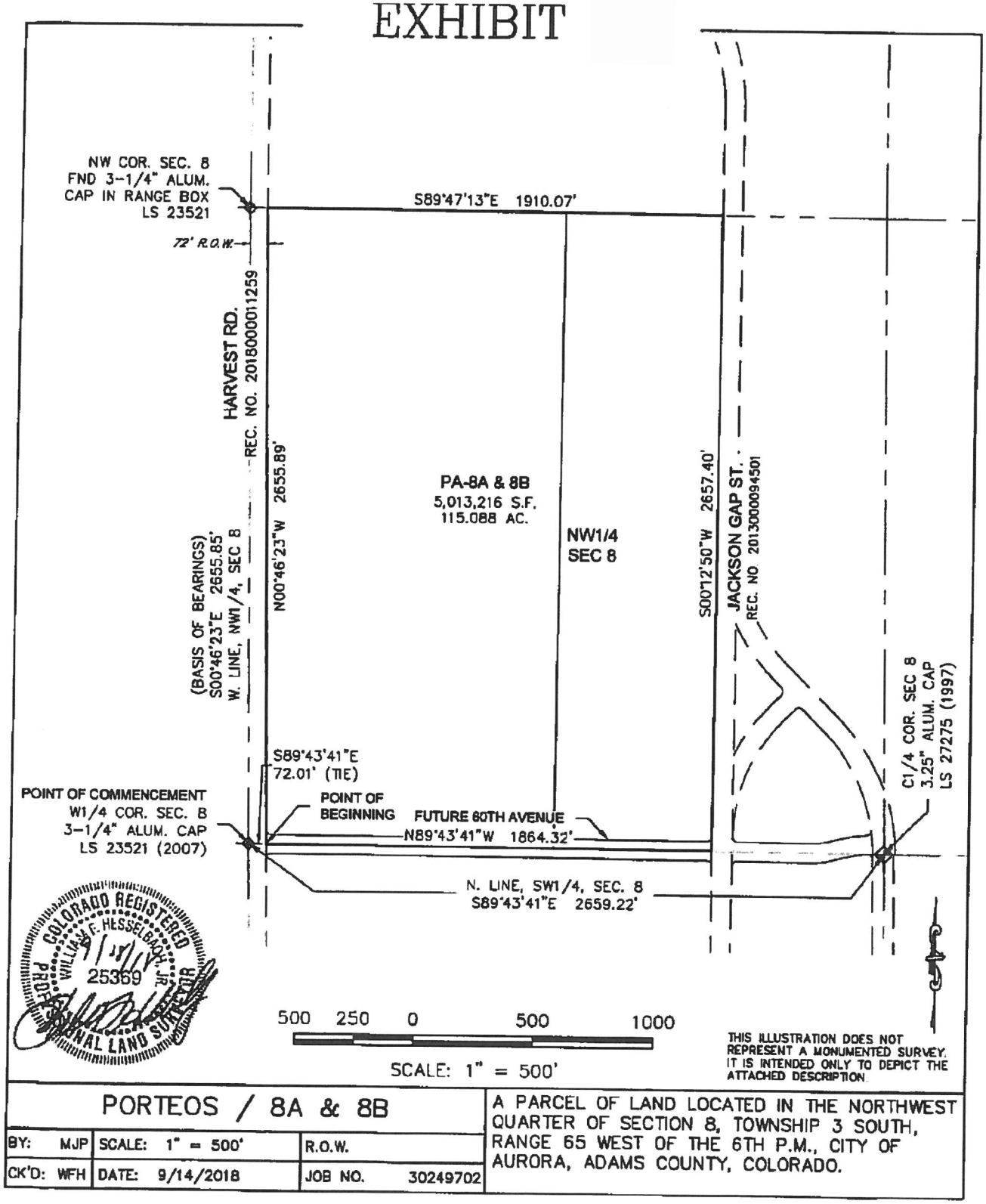


OWNER:
ACP DIA 1287 INVESTORS, LLC
C/O A&C PROPERTIES
4530 E. SHEA BOULEVARD, SUITE 100
PHOENIX, AZ 85028
PROPERTY ADDRESS: VACANT LAND

THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

CITY OF AURORA, COLORADO			DIRECTOR'S PARCEL, VELOCITY METROPOLITAN DISTRICT NO. 6, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH P.M., CITY OF AURORA, ADAMS COUNTY, COLORADO.
BY: MJP	SCALE: 1" = 200'	R.O.W.	
CK'D: WFH	DATE: 2/15/2018	JOB NO. 8130249702	

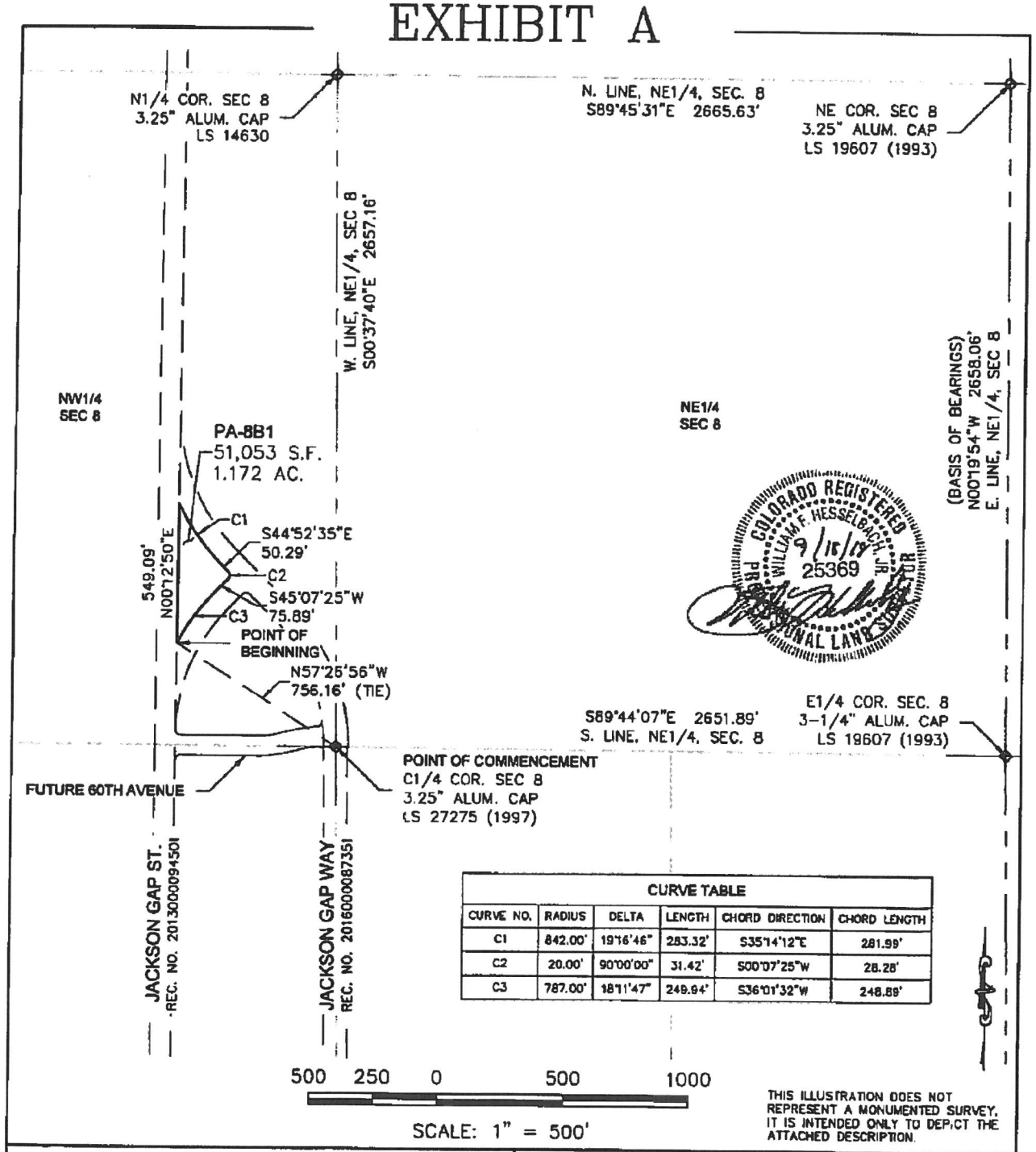
EXHIBIT



PORTEOS / 8A & 8B			A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH P.M., CITY OF AURORA, ADAMS COUNTY, COLORADO.
BY: MJP	SCALE: 1" = 500'	R.O.W.	
CK'D: WFH	DATE: 9/14/2018	JOB NO. 30249702	

Electronically Recorded RECEPTION#: 2019000074160,
9/6/2019 at 10:48 AM, 8 OF 11,
TD Pgs: 0 Josh Zygielbaum, Adams County, CO.

EXHIBIT A



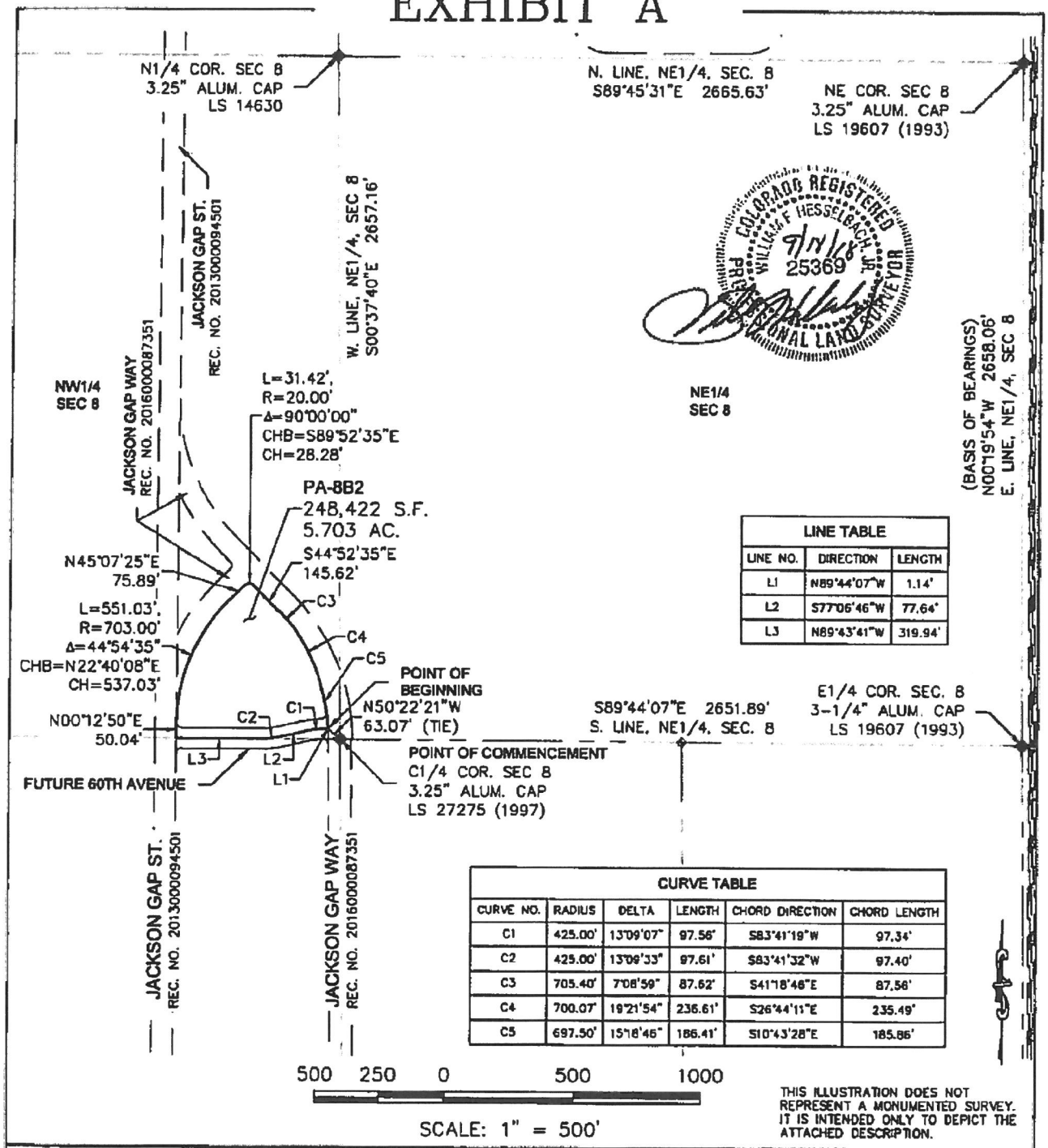
CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	842.00'	19°16'46"	283.32'	S35°14'12"E	281.99'
C2	20.00'	90°00'00"	31.42'	S00°07'25"W	28.28'
C3	787.00'	18°11'47"	249.94'	S36°01'32"W	248.89'

THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

PORTEOS / PA-8B1, CITY OF AURORA, CO.			A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH P.M., CITY OF AURORA, ADAMS COUNTY, COLORADO.
BY: MJP	SCALE: 1" = 500'	R.O.W.	
CK'D: WFH	DATE: 9/14/2018	JOB NO. 30249702	

Electronically Recorded RECEPTION#: 2019000074160,
9/6/2019 at 10:48 AM, 11 OF 11,
TD Pgs: 0 Josh Zygielbaum, Adams County, CO.

EXHIBIT A



LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N89°44'07"W	1.14'
L2	S77°06'46"W	77.64'
L3	N89°43'41"W	319.94'

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	425.00'	13°09'07"	97.56'	S83°41'19"W	97.34'
C2	425.00'	13°09'33"	97.61'	S83°41'32"W	97.40'
C3	705.40'	7°08'59"	87.62'	S41°18'46"E	87.56'
C4	700.07'	19°21'54"	236.61'	S26°44'11"E	235.49'
C5	697.50'	15°16'46"	186.41'	S10°43'28"E	185.86'

THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

PORTEOS / PA-8B2

BY: MJP	SCALE: 1" = 500'	R.O.W.
CK'D: WFH	DATE: 9/14/2018	JOB NO. 30249702

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH P.M., CITY OF AURORA, ADAMS COUNTY, COLORADO.

EXHIBIT C-2

Inclusion Area Boundary Map

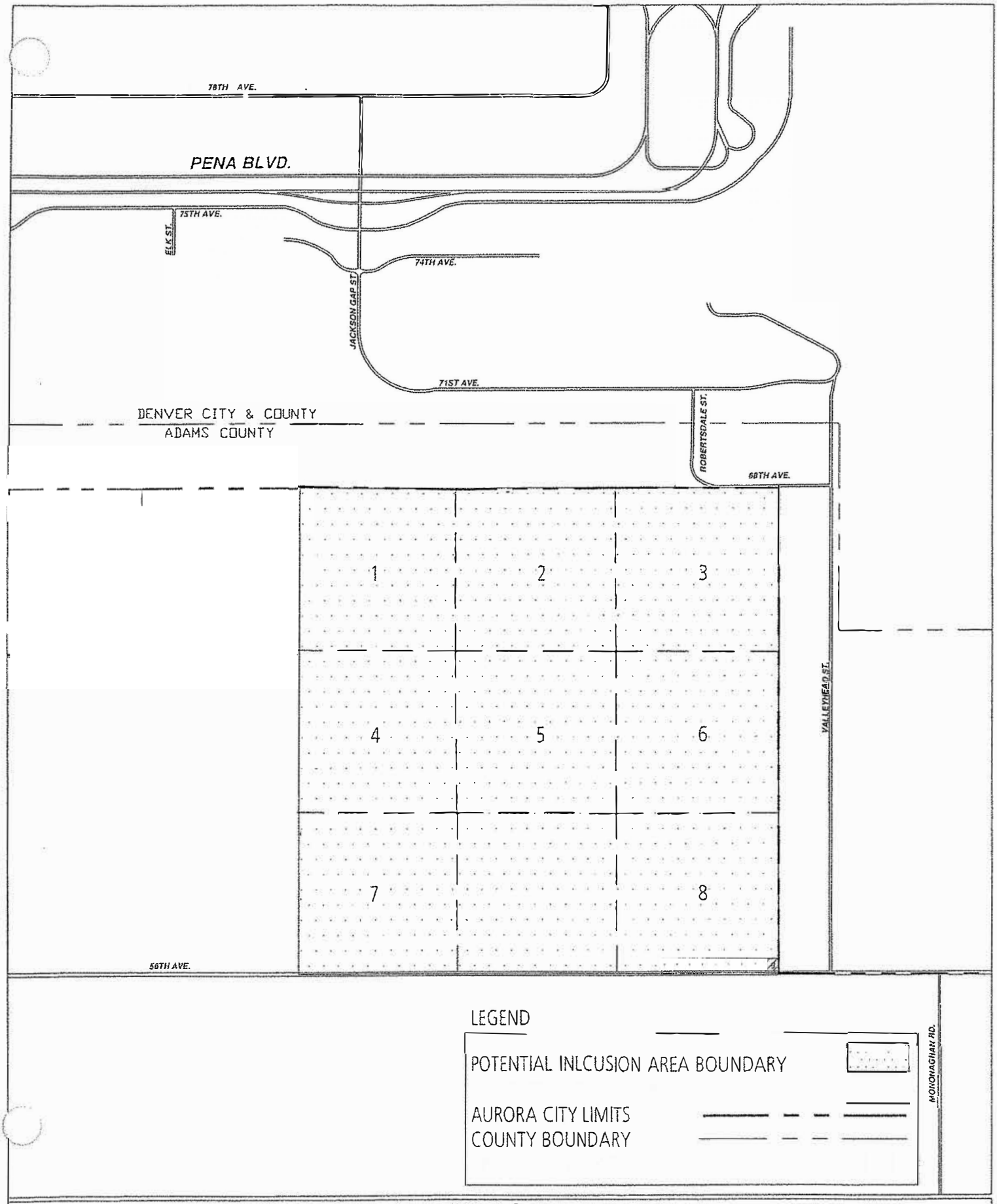


EXHIBIT C -2

Velocity Metropolitan District

Inclusion Area Boundary Map

CIVITAS

1200 Bannock Street
Denver, Colorado 80204
Tel: 303.571.0553

EXHIBIT D

Intergovernmental Agreement between the District and Aurora

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF AURORA, COLORADO
AND
VELOCITY METROPOLITAN DISTRICT NO. 6

THIS AGREEMENT is made and entered into as of this ___ day of _____, _____, by and between the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado ("City"), and VELOCITY METROPOLITAN DISTRICT NO. 6, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"). The City and the District are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District's First Amended and Restated Service Plan approved by the City on _____ ("Service Plan"); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the City and the District, as required by the Aurora City Code; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement ("Agreement").

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Operations and Maintenance. The Districts shall dedicate the Public Improvements (as defined in the Service Plan) to the City or other appropriate jurisdiction or owner's association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The Districts shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto.

Any Fee imposed by the District for access to such park and recreation improvements shall not result in Non-District City residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the District. However, the District

shall be entitled to impose an administrative fee as necessary to cover additional expenses associated with Non-District City residents to ensure that such costs are not the responsibility of District residents. All such Fees shall be based upon the District's determination that such Fees do not exceed reasonable annual market fee for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the Districts shall be open to the general public and Non-District City residents, subject to the rules and regulations of the Districts as adopted from time to time. Trails which are interconnected with a city or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the Districts.

2. Fire Protection. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction. The District shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

5. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction and of those special districts that qualify as "interested parties" under Section 32-1-204(1), C.R.S., as applicable. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the

Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

8. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not any time exceed the Maximum Debt Mill Levy of the Districts.

9. Initial Debt. On or before the effective date of approval by the City of an Approved Development Plan (as defined in the Service Plan), the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any fees used for the purpose of repayment of Debt.

10. Total Debt Issuance. The District shall not issue Debt in excess of One Hundred Ninety-Five Million Dollars ($195,000,000).

11. Fee Limitation. Each of the Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

12. Debt Issuance Limitation. The District shall not be authorized to incur any indebtedness until such time as the District has approved and executed the IGA and approved the imposition of the Aurora Regional Improvement Mill Levy (as defined in the Service Plan) upon all taxable property located within the boundaries of the District.

13. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the District without any limitation.

14. Consolidation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City, unless such consolidation is with is with one or more of the Districts.

15. Bankruptcy. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

16. Dissolution. Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

17. Disclosure to Purchasers. The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, Fees, tolls and charges. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

18. Service Plan Amendment Requirement. Actions of the District which violate the limitations set forth in V.A.1-14 or VII.B-G of the Service Plan shall be deemed to be material modifications to the Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

19. Multiple District Structure. It is anticipated that the Districts, collectively, will undertake the financing and construction of the improvements contemplated herein. Specifically, the Districts shall enter into one or more intergovernmental agreements which shall govern the relationships between and among the Districts with respect to the financing,

construction and operation of the improvements contemplated herein. The District will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements.

20. Annual Report. The District shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued, pursuant to the City Code and containing the information set forth in Section VIII of the Service Plan.

21. Regional Improvements. The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of participation in the alternatives set forth in Section VI.A, B or C of the Service Plan.

The District shall impose the ARI Mill Levy and shall convey it as follows:

(a) If the District has executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the terms of which provide for the City to appoint no less than thirty percent (30%) and no more than forty-nine percent (49%) of the board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

(b) If the City and the District have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the District in accordance with such agreement; or

(c) If neither Section VI.A nor VI.B of the Service Plan is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under Section VI of the Service Plan and shall not expend such revenue until an intergovernmental agreement is executed between the District establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the Service Plan by the City and neither Section VI.A nor VI.B of the Service Plan have occurred within two (2) years from the date of the approval of the Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the District as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, the District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI. B of the Service Plan. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Section VI.A, B or C of the Service Plan, unless the City has agreed otherwise in writing; provided, however in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. The District shall cease to be obligated to impose, collect and convey to the City the revenue from the ARI Mill Levy described in Section VI of the Service Plan at such time as the area within the District's boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements.

22. Maximum Debt Mill Levy. The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

(a) For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 of the Service Plan; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

(b) For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

(c) For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 of the Service Plan, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by

such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

23. Maximum Debt Mill Levy Imposition Term. The District shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI of the Service Plan. Other than the ARI Mill Levy, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

24. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:
Velocity Metropolitan District No. 6
Icenogle Seaver Pogue, P.C.
4725 S. Monaco St., Suite 360
Attn: Alan D. Pogue
Phone: (303) 292-9100

To the City:
City of Aurora
15151 E. Alameda Pkwy., 5th Floor
Aurora, CO 80012
Attn: Daniel L. Brotzman, City Attorney
Phone: (303) 739-7030
Fax: (303) 739-7042

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

25. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

26. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

27. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

28. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

29. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

30. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

31. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

32. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

33. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

34. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

35. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

SIGNATURE PAGES TO INTERGOVERNMENTAL AGREEMENT

VELOCITY METROPOLITAN DISTRICT NO. 6

By: _____
President

Attest:

_____
Secretary

CITY OF AURORA, COLORADO

By: _____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

_____
BRIAN J. RULLA, Assistant City Attorney

RESOLUTION NO. R2021-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE FIRST AMENDED AND RESTATED SERVICE PLAN FOR THE VELOCITY METROPOLITAN DISTRICT NO. 6 AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO AND THE DISTRICT

WHEREAS, pursuant to Section 32-1-204.5, C.R.S., as amended, and Section 122-29 of the City Code, the First Amended and Restated Service Plan (the "Service Plan") for the Velocity Metropolitan District No. 6 (the "District") has been submitted to the City Council (the "City Council") of the City of Aurora, Colorado (the "City"); and

WHEREAS, the City Council approved the original Service Plan (the "Original Service Plan") for the District on December 17, 2017 and the First Amendment (the "First Amendment") to the Original Service Plan on February 4, 2019; and

WHEREAS, the City Council approved the Second Amendment (the "Second Amendment") to the Original Service Plan on July 1, 2019 that allowed for increases in the authorized Aurora Regional Improvement mill levy; and

WHEREAS, the District would like to Amend and Restate the Service Plan and allow for the total debt issuance limitation of the District to be increased to $195,000,000 due to increased costs and in anticipation of refinancing outstanding bonds; and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, and Chapter 122 of the City Code, the City Council is to hold a public hearing on the Service Plan for the District; and

WHEREAS, notice of the hearing before the City Council was duly published in the *Aurora Sentinel*, a newspaper of general circulation within the City, as required by law, and mailed to all interested persons, the Division of Local Government, and the governing body of each municipality and title 32 district that has levied an ad valorem tax within the next preceding tax year and that has boundaries within a radius of three miles of the District; and

WHEREAS, the City Council has considered the Service Plan and all other testimony and evidence presented at the hearing; and

WHEREAS, the City Council finds that the Service Plan should be approved without conditions, as permitted by Sections 32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended, and Section 122-34(a) of the City Code; and

WHEREAS, the City Council further finds that it is in the best interests of the citizens of the City to enter into an Intergovernmental Agreement (the "IGA") with the District for the purpose of assigning the relative rights and responsibilities between the City and the District with respect to certain functions, operations, and obligations of the District; and

WHEREAS, Section 10-12 of the City Charter requires a resolution to authorize the execution of intergovernmental agreements.

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

Section 1. The City Council hereby finds and determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, and Chapter 122 of the City Code relating to the filing of the Service Plan for the District have been fulfilled and that notice of the hearing was given in the time and manner required by law and that City Council has jurisdiction to act on the Service Plan.

Section 2. The City Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard and that evidence satisfactory to the City Council of each of the following was presented:

a. There is sufficient existing and projected need for organized service in the area to be serviced by the District;

b. The existing service in the area to be served by the District is inadequate for present and projected needs;

c. The District is capable of providing economical and sufficient service to the area within their proposed boundaries;

d. The area to be included in the District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;

e. Adequate service is not, or will not be, available to the area through the City, Arapahoe County, or other existing municipal or quasi-municipal corporations, including other existing title 32 districts, within a reasonable time and on a comparable basis;

f. The facility and service standards of the District is compatible with the facility and service standards of the City;

g. The proposed Service Plan is in substantial compliance with the comprehensive plan of the City as adopted pursuant to the City Code;

h. The proposed Service Plan is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area; and

i. The creation of the District will be in the best interests of the area proposed to be served.

Section 3. The City Council hereby approves the Service Plan for the District as submitted.

Section 4. The Mayor and the City Clerk are hereby authorized to execute, on behalf of the City, the IGA in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

Section 5. The District shall not be authorized to incur any additional bonded indebtedness until such time as the District has approved and executed the IGA.

Section 6. This Resolution shall be filed in the records of the City and a certified copy thereof submitted to the petitioners for the District for the purpose of filing in the District Court of Adams County.

Section 7. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Resolution, are hereby rescinded.

RESOLVED AND PASSED this ____ day of _____, 2021.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

CMcK

_____
BRIAN J. RULLA, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: A Resolution to Approve the Velocity No. 7 Metropolitan District Amended and Restated Service Plan
Item Initiator: Cesarina Dancy, Development Project Coordinator, Office of Development Assistance
Staff Source/Legal Source: Jacob Cox, Manager, Office of Development Assistance / Brian Rulla, Assistant City Attorney
Outside Speaker:
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 6/7/2021

Regular Meeting: 6/14/2021

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

☒ Approve Item as proposed at Study Session

☐ Information Only

☐ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as proposed at Regular Meeting

☐ Approve Item with Waiver of Reconsideration

Why is a waiver needed?Click or tap here to enter text.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 5/25/2021

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Recommendation Report Attached

☒ Minutes Attached

☐ Minutes Not Available

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

The Velocity Metropolitan Districts Nos. 1-9 were approved by the City of Aurora in 2007. The district is located generally northeast of Harvest Road and 56th Avenue. Velocity Metropolitan District No. 7 is requesting that City Council approve the attached Amended and Restated Service Plan.

Velocity Metropolitan District No. 7 is part of the Porteos Master Plan development. The Porteos development is entirely commercial and industrial, and no residential development is planned.

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

Velocity Metropolitan District No. 7 is requesting approval of an Amended and Restated Service Plan (attached) that increases the Districts' total debt issuance limitations from $100,000,000 to $195,000,000. The Service Plan Amendment is limited to this and does not otherwise amend the Service Plan. The District has outlined their financial plan in the transmittal letter (attached). This request is being made due to increasing costs and in anticipation of refinancing the Districts' outstanding bonds in the next 3-5 years to reduce long-term costs. This service plan will be approved by resolution.

The Vicinity Map and transmittal letter are attached to the Velocity Metropolitan District No. 1 item in this packet.

QUESTIONS FOR COUNCIL

Does Council wish to move this item forward to the June 14, 2021 Regular Meeting?

LEGAL COMMENTS

Title 32, Article 1, C.R.S., as amended, and Section 122-36(b) of the City Code each provide that material modifications to an approved metropolitan district service plan may be made by the board of directors of a district only by petition to and approval by the City Council in substantially the same manner as provided for in the approval for an original service plan.

Section 122-32 of the City Code requires that the City Council conduct a public hearing regarding approval of the proposed district and its service plan. Therefore, a public hearing is required prior to material modifications of the service plan pursuant to Section 122-36(b).

The approval of the Amended Intergovernmental Agreement requires a resolution pursuant to City Charter Section 10-12. (Rulla)

PUBLIC FINANCIAL IMPACT

☐ YES ☒ NO

If yes, explain:

PRIVATE FISCAL IMPACT

☐ Not Applicable ☒ Significant ☐ Nominal

If Significant or Nominal, explain: The Velocity No. 7 Metropolitan District is a Title 32 District which has the authority to levy a property tax within the boundaries of the District. Changes made to the service plan regarding debt limitation will have a private fiscal impact on the owners of such property. The proposed debt limit increase should benefit the owners of property within the District by allowing additional resources for infrastructure construction.

RESOLUTION NO. R2021-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE FIRST AMENDED AND RESTATED SERVICE PLAN FOR THE VELOCITY METROPOLITAN DISTRICT NO. 7 AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO AND THE DISTRICT

WHEREAS, pursuant to Section 32-1-204.5, C.R.S., as amended, and Section 122-29 of the City Code, the First Amended and Restated Service Plan (the "Service Plan") for the Velocity Metropolitan District No. 7 (the "District") has been submitted to the City Council (the "City Council") of the City of Aurora, Colorado (the "City"); and

WHEREAS, the City Council approved the original Service Plan (the "Original Service Plan") for the District on December 17, 2017 and the First Amendment (the "First Amendment") to the Original Service Plan on February 4, 2019; and

WHEREAS, the District would like to Amend and Restate the Service Plan and allow for the total debt issuance limitation of the District to be increased to $195,000,000 due to increased costs and in anticipation of refinancing outstanding bonds; and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, and Chapter 122 of the City Code, the City Council is to hold a public hearing on the Service Plan for the District; and

WHEREAS, notice of the hearing before the City Council was duly published in the *Aurora Sentinel*, a newspaper of general circulation within the City, as required by law, and mailed to all interested persons, the Division of Local Government, and the governing body of each municipality and title 32 district that has levied an ad valorem tax within the next preceding tax year and that has boundaries within a radius of three miles of the District; and

WHEREAS, the City Council has considered the Service Plan and all other testimony and evidence presented at the hearing; and

WHEREAS, the City Council finds that the Service Plan should be approved without conditions, as permitted by Sections 32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended, and Section 122-34(a) of the City Code; and

WHEREAS, the City Council further finds that it is in the best interests of the citizens of the City to enter into an Intergovernmental Agreement (the "IGA") with the District for the purpose of assigning the relative rights and responsibilities between the City and the District with respect to certain functions, operations, and obligations of the District; and

WHEREAS, Section 10-12 of the City Charter requires a resolution to authorize the execution of intergovernmental agreements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF

AURORA, COLORADO, THAT:

Section 1. The City Council hereby finds and determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, and Chapter 122 of the City Code relating to the filing of the Service Plan for the District have been fulfilled and that notice of the hearing was given in the time and manner required by law and that City Council has jurisdiction to act on the Service Plan.

Section 2. The City Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard and that evidence satisfactory to the City Council of each of the following was presented:

a. There is sufficient existing and projected need for organized service in the area to be serviced by the District;

b. The existing service in the area to be served by the District is inadequate for present and projected needs;

c. The District is capable of providing economical and sufficient service to the area within their proposed boundaries;

d. The area to be included in the District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;

e. Adequate service is not, or will not be, available to the area through the City, Arapahoe County, or other existing municipal or quasi-municipal corporations, including other existing title 32 districts, within a reasonable time and on a comparable basis;

f. The facility and service standards of the District is compatible with the facility and service standards of the City;

g. The proposed Service Plan is in substantial compliance with the comprehensive plan of the City as adopted pursuant to the City Code;

h. The proposed Service Plan is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area; and

i. The creation of the District will be in the best interests of the area proposed to be served.

Section 3. The City Council hereby approves the Service Plan for the District as submitted.

Section 4. The Mayor and the City Clerk are hereby authorized to execute, on behalf

of the City, the IGA in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

Section 5. The District shall not be authorized to incur any additional bonded indebtedness until such time as the District has approved and executed the IGA.

Section 6. This Resolution shall be filed in the records of the City and a certified copy thereof submitted to the petitioners for the District for the purpose of filing in the District Court of Adams County.

Section 7. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Resolution, are hereby rescinded.

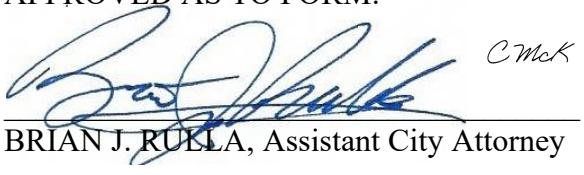
RESOLVED AND PASSED this ____ day of _____, 2021.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:



_____
BRIAN J. RULLA, Assistant City Attorney

FIRST AMENDED AND RESTATED

SERVICE PLAN

FOR

VELOCITY METROPOLITAN DISTRICT NO. 7

CITY OF AURORA, COLORADO

Prepared

by

ICENOGLE SEAVER POGUE, P.C.
4725 S. MONACO STREET, SUITE 360
DENVER, CO 80237

May 18, 2021

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EXHIBIT D	Intergovernmental Agreement between the District and Aurora

I. INTRODUCTION

A. Purpose and Intent.

The District was formed on June 6, 2008 following approval by the City Council of the District's original service plan, as subsequently amended.[1] The District is amending its original service plan due to increasing costs and to facilitate future funding and refinancing of the Public Improvements required to serve the Project. This Service Plan is intended to modify, replace, restate and superseded the original service plan, as amended, in its entirety.

The District is an independent unit of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Service Plan, its activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Service Plan. It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these Public Improvements.

The District is not being created to provide ongoing operations and maintenance services other than as specifically set forth in this Service Plan.

B. Need for the District.

There are currently no other governmental entities, including the City, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the City Regarding District's Service Plan.

The City's objective in approving the Service Plan for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for residential properties and at a tax mill levy no higher than the Maximum Debt Mill Levy for commercial and residential properties, and/or repaid by Fees, as long as such Fees are not imposed upon or collected from Taxable Property owned or occupied by an End User for the purpose of creating a capital cost payment obligation as further described in Section V.A. 11. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax and Fee burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

[1] The original service plan was approved by the City Council on December 17, 2007 and amended by a first amendment thereto approved by the City Council on February 4, 2019.

This Service Plan is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs. Operational activities are allowed, but only through an intergovernmental agreement with the City.

It is the intent of the District to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt, and if the District has authorized operating functions under an intergovernmental agreement with the City, to retain only the power necessary to impose and collect taxes or Fees to pay for these costs.

The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Fees or from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy on commercial and residential properties and which shall not exceed the Maximum Debt Mill Levy Imposition Term on residential properties. It is the intent of this Service Plan to assure to the extent possible that no commercial or residential property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no property developed for a residential use bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District. With regard to Regional Improvements, this Service Plan also provides for the Districts to pay a portion of the cost of regional infrastructure as part of ensuring that development and those that benefit from development pay for the associated costs.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Approved Development Plan: means a Framework Development Plan or other process established by the City for identifying, among other things, Public Improvements necessary for facilitating development for property within the Service Area as approved by the City pursuant to the City Code and as amended pursuant to the City Code from time to time.

ARI or Regional Improvements: means Aurora Regional Improvements.

ARI Authority: means one or more Authorities established by an ARI Authority Establishment Agreement.

ARI Establishment Agreement: means an intergovernmental agreement establishing an ARI Authority which has, at minimum, Title 32 special districts from three (3) or more Approved Development Plan areas as parties to the Agreement.

ARI Master Plan: means one or more master plans adopted by an ARI Authority establishing Regional Improvements which will benefit the taxpayers and service users of

the Districts which constitute such ARI Authority, which master plan will change from time to time.

ARI Mill Levy: means the following:

A. For districts with property within their boundaries developed with any residential uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20^{th}) year; and (ii) shall be five (5) mills from the twenty-first (21^{st}) year through the fortieth (40^{th}) year or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs; and (iii) for an additional ten (10) years, the mill levy shall be equal to the average debt service mill levy imposed by such district in the ten (10) years prior to the date of repayment of the debt incurred for Public Improvements other than Regional Improvements; and

B. For districts with property within their boundaries developed solely for commercial uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20^{th}) year; (ii) shall be one and one-half (1.5) mills from the twenty-first (21^{st}) year through the date of repayment of debt incurred for Public Improvements, other than Regional Improvements; and (iii) for five (5) years thereafter, the mill levy shall be the lesser of twenty (20) mills or a mill levy equal to the average debt service mill levy imposed by such district in the ten (10) years prior to the date of repayment of debt issued for Public Improvements, other than Regional Improvements; and

C. Any district may, pursuant to any intergovernmental agreement with the City, extend the term for application of the ARI Mill Levy beyond the years set forth in A and B above. The Maximum Mill Levy Imposition Term shall include the terms set forth in A and B above and any extension of the term as approved in an intergovernmental agreement as described herein.

D. All mills described in this ARI Mill Levy definition shall be subject to adjustment as follows: On or after January 1, 2004, if there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the one (1) mill levy described above may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes, for purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

Board: means the board of directors of the District.

Bond, Bonds or Debt: means bonds or other obligations for the payment of which the District has promised to impose an *ad valorem* property tax mill levy, and/or collect Fee revenue.

City: means the City of Aurora, Colorado.

City Code: means the City Code of the City of Aurora, Colorado.

City Council: means the City Council of the City of Aurora, Colorado.

Current District Boundaries: means the boundaries of the area described in the Current District Boundary Map.

District: means Velocity Metropolitan District No. 7.

Districts: means District No. 7 and District Nos. 1, 2, 3, 4, 5, 6, 8, and 9, collectively.

End User: means any owner, or tenant of any owner, of any taxable improvement within the Districts who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

External Financial Advisor: means a consultant that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Fee(s): means any fee imposed by the Districts for services, programs or facilities provided by the Districts, as described in Section V.A.11. below.

Financial Plan: means the combined Financial Plan of the Districts as described in Section VII which describes (i) how the Public Improvements are to be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

Inclusion Area Boundaries: means the boundaries of the area described in the Inclusion Area Boundary Map.

Inclusion Area Boundary Map: means the map attached hereto as **Exhibit C-2**, describing the property proposed for inclusion within one, but not any more than one, of the boundaries of the Districts.

Current District Boundary Map: means the map attached hereto as **Exhibit C-1**, describing the District's current boundaries.

Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt as set forth in Section VII.C below.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy on a particular property developed for residential uses as set forth in Section VII.D below.

Project: means the development or property commonly referred to as Porteos or Velocity.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act, except as specifically limited in Section V below to serve the future taxpayers and inhabitants of the Service Area as determined by the Board of the District.

Regional Improvements: means Public Improvements and facilities that benefit the Service Area and which are to be financed pursuant to Section VI below.

Service Area: means the property within the Current District Boundary Map and the Inclusion Area Boundary Map.

Service Plan: means this service plan for the District approved by City Council.

Service Plan Amendment: means an amendment to the Service Plan approved by City Council in accordance with the City's ordinance and the applicable state law.

Special District Act: means Section 32-1-101, et seq., of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real or personal property within the Service Area subject to ad valorem taxes imposed by the Districts.

III. BOUNDARIES

The area of the Current District Boundaries includes approximately fifteen (15) acres and the total area proposed to be included in the Inclusion Area Boundaries is approximately one thousand four hundred forty-seven (1,447) acres. A legal description of the Current District Boundaries and the Inclusion Area Boundaries is attached hereto as **Exhibit A**. A vicinity map

is attached hereto as **Exhibit B**. A map of the Current District Boundaries is attached hereto as **Exhibit C-1**, and a map of the Inclusion Area Boundaries is attached hereto as **Exhibit C-2**. It is anticipated that the District's boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Section 32-1-401, et seq., C.R.S., and Section 32-1-501, et seq., C.R.S., subject to the limitations set forth in Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately one thousand four hundred forty-seven (1,447) acres of commercial and industrial land. The current assessed valuation of the Service Area is $34,630,970.00 for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The population of the District at build-out is estimated to be approximately zero (0) people.

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Service Plan Amendment.

The District shall have the power and authority to provide the Public Improvements and related operation and maintenance services within and without the boundaries of the District as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

In connection with the performance of all acts or activities hereunder, the District shall not violate any protection clauses of the United States or Colorado State Constitutions. The District shall not discriminate against any person because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability, and further shall insert the foregoing provision in contracts or subcontracts let by the District to accomplish the purposes of this service plan.

1. Operations and Maintenance Limitation. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements to the City or other appropriate jurisdiction or owner's association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The Districts shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements

and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto. Any Fee imposed by the Districts for access to such park and recreation improvements shall not result in Non-District Aurora residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the Districts. However, the Districts shall be entitled to impose an administrative Fee as necessary to cover additional expenses associated with Non-District Aurora residents to ensure that such costs are not the responsibility of Districts residents. All such Fees shall be based upon the Districts' determination that such Fees do not exceed reasonable annual market fees for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the Districts shall be open to the general public and Non-District Aurora residents, subject to the rules and regulations of the Districts as adopted from time to time. Trails which are interconnected with a city or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the Districts.

2. Fire Protection Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction Limitation. Acknowledging that the City has financed public golf courses and desires to coordinate the construction of public golf courses in the City's boundaries, the District shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

5. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

8. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

9. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Fees used for the purpose of repayment of Debt.

10. Total Debt Issuance Limitation. The District shall not issue Debt in excess of One Hundred Ninety-Five Million Dollars ($195,000,000).

11. Fee Limitation. Each of the Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

12. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the District without any limitation.

13. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City, unless such consolidation is with one or more of the Districts.

14. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

15. Service Plan Amendment Requirement. This Service Plan has been designed with sufficient flexibility to enable the District to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the District which violate the limitations set forth in V.A.1-14 above or in VII.B-G. shall be deemed to be material modifications to this Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

B. Preliminary Engineering Survey.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the District, to be more specifically defined in an Approved Development Plan. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the Service Area and is approximately Six Hundred Million Dollars ($600,000,000).

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the City and shall be in accordance with the requirements of the Approved Development Plan. All construction cost

estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

C. Multiple District Structure.

It is anticipated that the Districts, collectively, will undertake the financing and construction of the improvements contemplated herein. Specifically, the Districts shall enter into one or more intergovernmental agreements which shall govern the relationships between and among the Districts with respect to the financing, construction and operation of the improvements contemplated herein. The District will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements.

VI. REGIONAL IMPROVEMENTS

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of participation in the alternatives set forth in Section VI.A, B or C below.

The District shall impose the ARI Mill Levy and shall convey it as follows:

A. If the District has executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the terms of which provide for the City to appoint no less than thirty percent (30%) and no more than forty-nine percent (49%) of the board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

B. If the City and the District have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the District in accordance with such agreement; or

C. If neither Section VI.A nor VI.B above is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under this Section VI and shall not expend such revenue until an intergovernmental agreement is executed between the District establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the Service Plan by the City and neither Section VI.A nor VI.B above have occurred within two (2) years from the date of the approval of the Service Plan by the City, then the revenue from

the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the District as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, the District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI. B above. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Section VI.A, B or C set forth above, unless the City has agreed otherwise in writing; provided, however in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. The District shall cease to be obligated to impose, collect and convey to the City the revenue from the ARI Mill Levy described in this Section VI at such time as the area within the District's boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements. The Porteos Business Improvement District shall not be a Business Improvement District for purposes of this paragraph.

The District shall have the authority to issue Debt for the Regional Improvements, in an amount not to exceed Seventy-Five Million Dollars ($75,000,000) pursuant to agreements as described in VI.A, B or C above.

VII. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy and other legally available revenues. The total Debt that the District shall be permitted to issue shall not exceed One Hundred Ninety-Five Million Dollars ($195,000,000) and shall be permitted to be issued on a schedule and in such year or years as the District determine shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. All bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including general ad valorem taxes and Fees to be imposed upon all Taxable Property within the District. The District will also rely

upon various other revenue sources authorized by law. These will include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy.

The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

1. For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 below; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

2. For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

3. For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 above, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each

of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

D. Maximum Debt Mill Levy Imposition Term.

The District shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI. Other than the ARI Mill Levy, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

E. Debt Repayment Sources.

The District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance. The District may also rely upon various other revenue sources authorized by law. At the District's discretion, these may include the power to assess fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(l), C.R.S., as amended from time to time. In no event shall the debt service mill levy in the District exceed the Maximum Debt Mill Levy or, for residential property within the District, the Maximum Debt Mill Levy Imposition Term, except pursuant to an intergovernmental agreement between the District and the City for Regional Improvements.

F. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

> By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

G. Security for Debt.

The District shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the City of payment of any of the District's obligations; nor shall

anything in the Service Plan be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

H. TABOR Compliance.

The District will comply with the provisions of TABOR. In the discretion of the Board, the District may set up other qualifying entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by the District will remain under the control of the District's Board.

I. District's Operating Costs.

The cost of acquiring land, engineering services, legal services and administrative services, together with the costs of the District's organization and initial operations, have been reimbursed from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The current year's operating budget is Four Dollars ($4) which is derived from property taxes and other revenues.

The Maximum Debt Mill Levy for the repayment of Debt shall not apply to the District's ability to increase its mill levy as necessary for provision of operation and maintenance services to its taxpayers and service users.

VIII. ANNUAL REPORT

A. General.

The District shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.

2. Intergovernmental Agreements with other governmental entities, either entered into or proposed as of December 31 of the prior year.

3. Copies of the District's rules and regulations, if any as of December 31 of the prior year.

4. A summary of any litigation which involves the District Public Improvements as of December 31 of the prior year.

5. Status of the District's construction of the Public Improvements as of December 31 of the prior year.

6. A list of all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of December 31 of the prior year.

7. The assessed valuation of the District for the current year.

8. Current year budget including a description of the Public Improvements to be constructed in such year.

9. Audit of the District's financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.

10. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.

11. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

IX. DISSOLUTION

Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

X. DISCLOSURE TO PURCHASERS

The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, Fees, tolls and charges. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

XI. INTERGOVERNMENTAL AGREEMENT

The form of the intergovernmental agreement required by the City Code, relating to the limitations imposed on the District's activities, is attached hereto as **Exhibit D**. The District shall approve the intergovernmental agreement in the form attached as **Exhibit D** at its first Board meeting after its organizational election. Failure of the District to execute the intergovernmental agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The City Council shall approve the intergovernmental agreement in the form attached as **Exhibit D** at the public hearing approving the Service Plan.

XII. CONCLUSION

It is submitted that this Service Plan for the District, as required by Section 32-1-203(2), C.R.S., and Section 122-35 of the City Code, establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;

2. The existing service in the area to be served by the District is inadequate for present and projected needs;

3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries; and

4. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

5. Adequate service is not, and will not be, available to the area through the City or county or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.

6. The facility and service standards of the District are compatible with the facility and service standards of the City within which the special district is to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.

7. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the City Code.

8. The proposal is in compliance with any duly adopted City, regional or state long-range water quality management plan for the area.

9. The creation of the District is in the best interests of the area proposed to be served.

EXHIBIT A

Legal Descriptions

DIRECTOR PARCEL – VELOCITY METROPOLITAN DISTRICT NO. 7
SW 1/4 SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST, 6TH P.M.

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND CONSIDERING THE WEST LINE OF SAID SOUTHWEST QUARTER, BEING MONUMENTED AS SHOWN ON THE ATTACHED EXHIBIT, TO BEAR NORTH 00°37'54" WEST, 2651.38 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 00°37'54" WEST ALONG SAID WEST LINE, A DISTANCE OF 690.00 FEET;

THENCE NORTH 89°22'06" EAST, A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00°37'54" WEST, A DISTANCE OF 105.00 FEET;

THENCE NORTH 89°22'06" EAST, A DISTANCE OF 105.00 FEET TO A POINT ON THE EASTERLY LINE OF THAT PUBLIC SERVICE COMPANY OF COLORAD EASEMENT AS DECSCRIBED IN DEED RECORDED IN BOOK 5364 AT PAGE 596 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;

THENCE SOUTH 00°37'54" EAST ALONG SAID EASTERLY LINE, A DISTANCE OF 105.00 FEET;

THENCE SOUTH 89°22'06" WEST, A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING,

SAID PARCEL CONTAINING A CALCULATED AREA OF 11,025 SQUARE FEET OR 0.253 ACRE, MORE OR LESS.

THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

I, WILLIAM F. HESSELBACH JR., A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

WILLIAM F. HESSELBACH JR., P.L.S. 25369
FOR AND ON BEHALF OF
CVL CONSULTANTS OF COLORADO, INC.
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112

LEGAL DESCRIPTION
PA-10A AND 10B
A PARCEL OF LAND BEING A PART OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCIBED AS FOLLOWS:
COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND CONSIDERING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8, BEING MONUMENTED AS SHOWN ON THE ATTACHED EXHIBIT, TO BEAR SOUTH 00°47'32" EAST, 2656.99 FEET WITH ALL BEARINGS CONTAINED HEREIN TO BE RELATIVE THERETO;
THENCE SOUTH 89°43'41" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8, A DISTANCE OF 72.01 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 89°43'41" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8, A DISTANCE OF 1864.32 FEET TO A POINT ON THE WEST RIGHT OF WAY OF JACKSON GAP STREET, AS RECORDED IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER AT RECEPTION NUMBER 2013000094501;
THENCE SOUTH 00°12'50" WEST ALONG SAID WEST RIGHT OF WAY A DISTANCE OF 2519.62 FEET TO A POINT OF CURVATUREE;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, WITH THE CHORD OF SAID CURVE BEARING SOUTH 45°12'50" WEST A DISTANCE OF 35.36 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF 56TH AVENUE AS RECORDED IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER IN BOOK 3615 AT PAGE 942;
THENCE NORTH 89°47'10" WEST ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 534.74 FEET;
THENCE NORTH 38°06'31" WEST A DISTANCE OF 537.18 FEET;
THENCE NORTH 87°55'13" WEST A DISTANCE OF 415.66 FEET;
THENCE NORTH 60°19'04" WEST A DISTANCE OF 385.11 FEET;
THENCE NORTH 35°42'39" WEST A DISTANCE OF 326.64 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF HARVEST ROAD, AS RECORDED IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER AT RECEPTION NUMBER 2018000011259;

THENCE NORTH 00°47'32" WEST ALONG SAID EASTERLY RIGHT OF WAY A DISTANCE OF 1657.83 FEET TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED PARCEL CONTAINING A CALCULATED AREA OF 4,124,915 SQUARE FEET OR 94.695 ACRES, MORE OR LESS.
THE LINEAL UNIT USED IN THE PREPARATION OF THIS LEGAL DESCRIPTION IS THE UNITED STATES SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
I, PATRICK M. STEENBURG, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

_____

PATRICK M. STEENBURG, PLS 38004
FOR AND ON BEHALF OF
CVL CONSULTANTS OF COLORADO, INC.
10333 EAST DRY CREEK ROAD, SUITE 240
ENGLEWOOD, COLORADO80112

LEGAL DESCRIPTION – PA – 11

A PARCEL OF LAND BEING A PART OF THE NORTHWEST QUARTER AND A PART OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND CONSIDERING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8, BEING MONUMENTED AS SHOWN ON THE ATTACHED EXHIBIT, TO BEAR SOUTH 00°47'32" EAST, 2656.99 FEET, WITH ALL BEARINGS CONTAINED HEREIN TO BE RELATIVE THERETO;

THENCE SOUTH 89°43'41" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8, A DISTANCE OF 2020.33 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89°43'41" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8, A DISTANCE OF 319.94 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 13°09'33", AN ARC LENGTH OF 97.61 FEET, THE CHORD OF WHICH BEARS NORTH 83°41'32" EAST, 97.40 FEET;

THENCE NORTH 77°06'46" EAST A DISTANCE OF 77.64 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 13°09'07", AN ARC LENGTH OF 97.56 FEET, THE CHORD OF WHICH BEARS NORTH 83°41'19" EAST, 97.34 FEET;

THENCE SOUTH 89°44'07" EAST A DISTANCE OF 1.14 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF JACKSON GAP WAY AS DESCRIBED IN DEED RECORDED AT RECEPTION NO. 2016000087351 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, SAID POINT BEING A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING FIVE (5) COURSES:

1. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 697.50 FEET, A CENTRAL ANGLE OF 02°26'15", AN ARC LENGTH OF 29.67 FEET, THE CHORD OF WHICH BEARS SOUTH 01°50'58" EAST, 29.67 FEET;
2. THENCE SOUTH 00°37'51" EAST, A DISTANCE OF 1501.55 FEET;
3. THENCE SOUTH 03°54'02" EAST, A DISTANCE OF 98.43 FEET;
4. THENCE SOUTH 00°37'51" EAST, A DISTANCE OF 931.81 FEET TO A POINT OF CURVATURE;
5. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°09'19", AN ARC LENGTH OF 38.90 FEET, THE CHORD OF WHICH BEARS SOUTH 44°47'30" WEST, 35.09 FEET TO A POINT ON THE NORTHERLY

RIGHT OF WAY LINE OF 58TH AVENUE, AS DESCRIBED IN DEED RECORDED IN BOOK 3615 AT PAGE 942 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;

THENCE NORTH 89°47'10" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 584.39 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, THE CHORD OF WHICH BEARS NORTH 44°47'10" WEST, 35.36 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF JACKSON GAP STREET, AS DEDICATED BY THE PLAT OF PORTEOS SUBDIVISION FILING NO. 1 RECORDED AT RECEPTION NO. 2013000094501 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;

THENCE NORTH 00°12'50" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 2519.53 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL CONTAINING A CALCULATED AREA OF 1,563,034 SQUARE FEET OR 35.882 ACRES, MORE OR LESS.

THE LINEAL UNIT USED IN THE PREPARATION OF THIS LEGAL DESCRIPTION IS THE UNITED STATES SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

I, WILLIAM F. HESSELBACH JR., A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

WILLIAM F. HESSELBACH JR., P.L.S. 25369
FOR AND ON BEHALF OF
CVL CONSULTANTS OF COLORADO, INC.
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112

(Continued on following page)

EXCEPTING AND EXCLUDING THE FOLLOWING PARCELS:

PA-10A AND 10B (LESS OIL AND GAS OPERATIONS AREA)

A PARCEL OF LAND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND CONSIDERING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8, BEING MONUMENTED AS SHOWN ON THE ATTACHED EXHIBIT, TO BEAR SOUTH 00°47'32" EAST, 2656.99 FEET WITH ALL BEARINGS CONTAINED HEREIN TO BE RELATIVE THERETO;

THENCE SOUTH 89°43'41" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8, A DISTANCE OF 72.01 FEET TO THE **POINT OF BEGINNING;**

THENCE CONTINUING SOUTH 89°43'41" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8, A DISTANCE OF 1864.32 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF JACKSON GAP STREET, AS DEDICATED BY THE PLAT OF PORTEOS SUBDIVISION FILING NO. 1, RECORDED AT RECEPTION NUMBER 2013000094501, IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;

THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES:

1. THENCE SOUTH 00°12'50" WEST, A DISTANCE OF 2519.62 FEET TO A POINT OF CURVATURE;

2. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, THE CHORD OF WHICH BEARS SOUTH 45°12'50" WEST, 35.36 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF 56TH AVENUE AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 3677 AT PAGE 359 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;

THENCE NORTH 89°47'10" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 534.74 FEET;

THENCE NORTH 38°06'31" WEST A DISTANCE OF 537.18 FEET;

THENCE NORTH 87°55'13" WEST A DISTANCE OF 415.66 FEET;

THENCE NORTH 50°19'04" WEST A DISTANCE OF 331.58 FEET;

THENCE NORTH 89°57'48" EAST, A DISTANCE OF 429.80 FEET;

THENCE NORTH 00°30'02" EAST, A DISTANCE OF 988.13 FEET;

THENCE SOUTH 89°58'16" WEST, A DISTANCE OF 685.22 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF HARVEST ROAD, AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED AT RECEPTION NUMBER 2018000011259 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;

THENCE NORTH 00°47'32" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 961.47 FEET TO THE **POINT OF BEGINNING,**

SAID PARCEL CONTAINING A CALCULATED AREA OF 3,489,225 SQUARE FEET OR 80.102 ACRES, MORE OR LESS.

THE LINEAL UNIT USED IN THE PREPARATION OF THIS LEGAL DESCRIPTION IS THE UNITED STATES SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

I, WILLIAM F. HESSELBACH JR., A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

WILLIAM F. HESSELBACH JR., P.L.S. 25369
FOR AND ON BEHALF OF
CVL CONSULTANTS OF COLORADO, INC.
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112

LEGAL DESCRIPTION – PA – 11

A PARCEL OF LAND BEING A PART OF THE NORTHWEST QUARTER AND A PART OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND CONSIDERING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8, BEING MONUMENTED AS SHOWN ON THE ATTACHED EXHIBIT, TO BEAR SOUTH 00°47'32" EAST, 2656.99 FEET, WITH ALL BEARINGS CONTAINED HEREIN TO BE RELATIVE THERETO;

THENCE SOUTH 89°43'41" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8, A DISTANCE OF 2020.33 FEET TO THE **POINT OF BEGINNING;**

THENCE CONTINUING SOUTH 89°43'41" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8, A DISTANCE OF 319.94 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 13°09'33", AN ARC LENGTH OF 97.61 FEET, THE CHORD OF WHICH BEARS NORTH 83°41'32" EAST, 97.40 FEET;

THENCE NORTH 77°06'46" EAST A DISTANCE OF 77.64 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 13°09'07", AN ARC LENGTH OF 97.56 FEET, THE CHORD OF WHICH BEARS NORTH 83°41'19" EAST, 97.34 FEET;

THENCE SOUTH 89°44'07" EAST A DISTANCE OF 1.14 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF JACKSON GAP WAY AS DESCRIBED IN DEED RECORDED AT RECEPTION NO. 2016000067351 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, SAID POINT BEING A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING FIVE (5) COURSES:

1. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 697.50 FEET, A CENTRAL ANGLE OF 02°26'15", AN ARC LENGTH OF 29.67 FEET, THE CHORD OF WHICH BEARS SOUTH 01°50'58" EAST, 29.67 FEET;
2. THENCE SOUTH 00°37'51" EAST, A DISTANCE OF 1501.55 FEET;
3. THENCE SOUTH 03°54'02" EAST, A DISTANCE OF 96.43 FEET;
4. THENCE SOUTH 00°37'51" EAST, A DISTANCE OF 931.81 FEET, TO A POINT OF CURVATURE;
5. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°09'19", AN ARC LENGTH OF 38.90 FEET, THE CHORD OF WHICH BEARS SOUTH 44°47'30" WEST, 35.09 FEET TO A POINT ON THE NORTHERLY

RIGHT OF WAY LINE OF 56TH AVENUE, AS DESCRIBED IN DEED RECORDED IN BOOK 3615 AT PAGE 942 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;

THENCE NORTH 89°47'10" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 584.39 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, THE CHORD OF WHICH BEARS NORTH 44°47'10" WEST, 35.36 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF JACKSON GAP STREET, AS DEDICATED BY THE PLAT OF PORTEOS SUBDIVISION FILING NO. 1 RECORDED AT RECEPTION NO. 2013000094501 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;

THENCE NORTH 00°12'50" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 2519.53 FEET TO THE **POINT OF BEGINNING,**

SAID PARCEL CONTAINING A CALCULATED AREA OF 1,563,034 SQUARE FEET OR 35.882 ACRES, MORE OR LESS.

THE LINEAL UNIT USED IN THE PREPARATION OF THIS LEGAL DESCRIPTION IS THE UNITED STATES SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

I, WILLIAM F. HESSELBACH JR., A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

WILLIAM F. HESSELBACH JR., P.L.S. 25369
FOR AND ON BEHALF OF
CVL CONSULTANTS OF COLORADO, INC.
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112

Inclusion Area Boundaries:

A PARCEL OF LAND BEING ALL OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION 4, THE SOUTH ONE-HALF (S ½) OF SECTION 5, THE NORTH ONE-HALF (N ½) OF SECTION 8, A PART OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 8 AND THE WEST ONE-HALF (W ½) OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 5; THENCE S89°40'05"E, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5, A DISTANCE OF 2659.06 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF SAID SECTION 5;
THENCE S89°40'05"E, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 5, A DISTANCE OF 2655.55 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST ONE-QUARTER OF SAID SECTION 5,
THENCE N89°42'57"E, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 4, A DISTANCE OF 2640.56 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF SAID SECTION 4,
THENCE S00°30'38"E, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 2674.79 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF SAID SECTION 9;
THENCE S00°26'59"E, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 2643.86 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF SAID SECTION 9;
THENCE S00°26'59"E , ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 2649.32 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 9;
THENCE S89°57'02"W, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 2639.17 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST ONE-QUARTER OF SAID SECTION 9;
THENCE N00°37'57"W, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 2651.44 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 8;
THENCE N89°43'56"W, ALONG THE SOUTH LINE OF SAID NORTHEAST ONE-QUARTER OF SAID SECTION 8, A DISTANCE OF 2651.88 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 8;
THENCE S00°37'45"E, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 8, A DISTANCE OF 2544.11 FEET TO A POINT 110.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 8;
THENCE N89°47'21"W, PARALLEL WITH AND 110.00 FEET NORTH OF SAID SOUTH LINE, A DISTANCE OF 2651.98 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 8;
THENCE N00°47'40"W, ALONG THE SAID WEST LINE, A DISTANCE OF 2546.87 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 8;

THENCE N00°46'20"W, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 8, A DISTANCE OF 2655.83 FEET TO THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 8;
THENCE N00°06'30"W, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 5, A DISTANCE OF 2655.98 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 1,286.909 ACRES (56,057,763 SQ. FT.) OF LAND MORE OR LESS.

PREPARED BY:
JANET A. CALDWELL, P.L.S. 29027
FOR AND ON BEHALF OF THE LUND PARTNERSHIP, INC.
12265 W. BAYAUD AVE., SUITE 130
LAKEWOOD, COLORADO 80228

TOGETHER WITH THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, STATE OF COLORADO, CONTAINING APPROXIMATELY 160.000 ACRES (6,969,600 SQ. FT.) OF LAND MORE OR LESS.

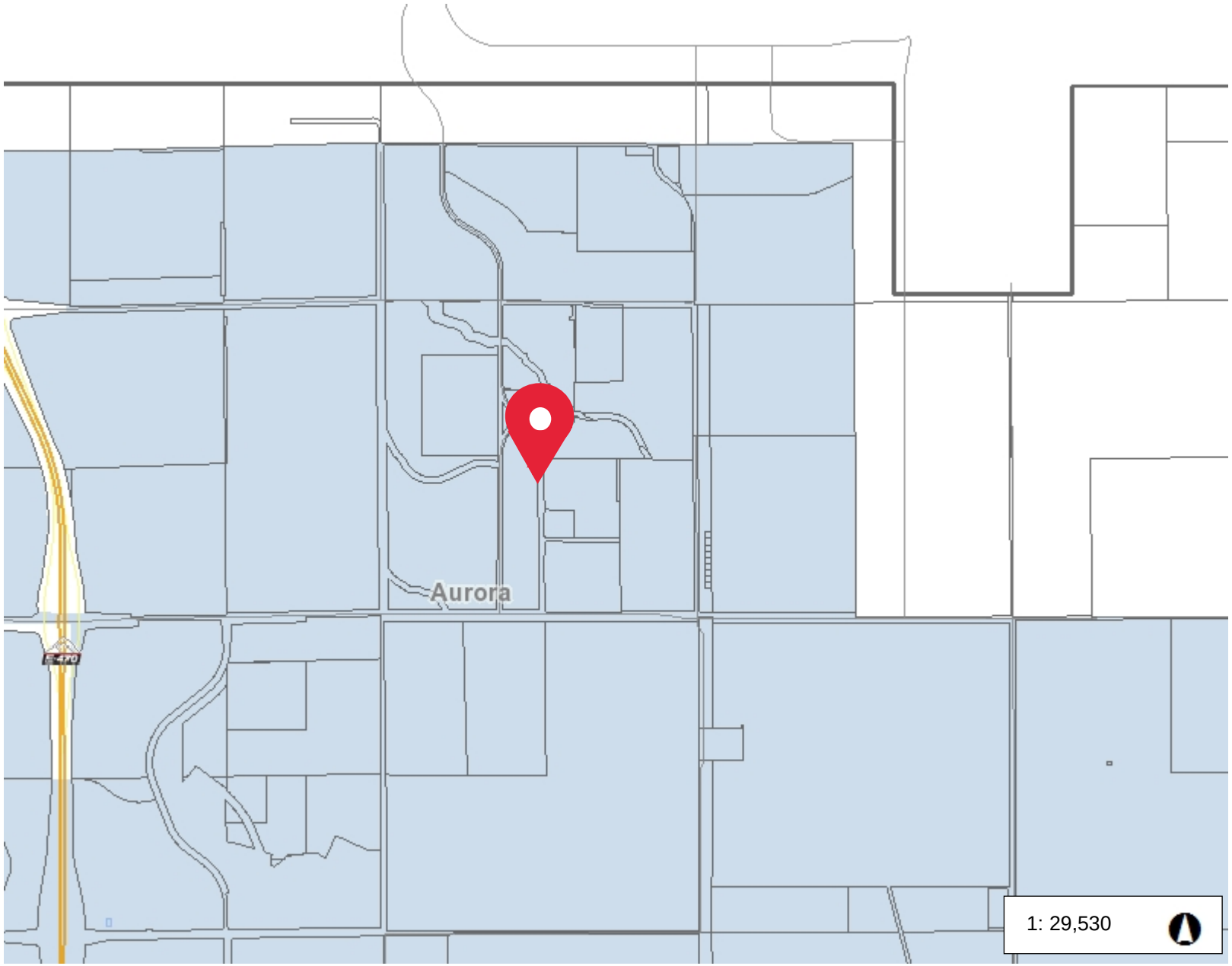
CONTAINING A NET TOTAL OF APPROXIMATELY 1,446.909 ACRES OF LAND MORE OR LESS.

EXHIBIT B

Aurora Vicinity Map

ADAMS COUNTY
COLORADO

Vicinity Map



Interstate
Highway
Tollway
Parcels
County Boundary
City
Aurora

0.9 0 0.47 0.9 Miles

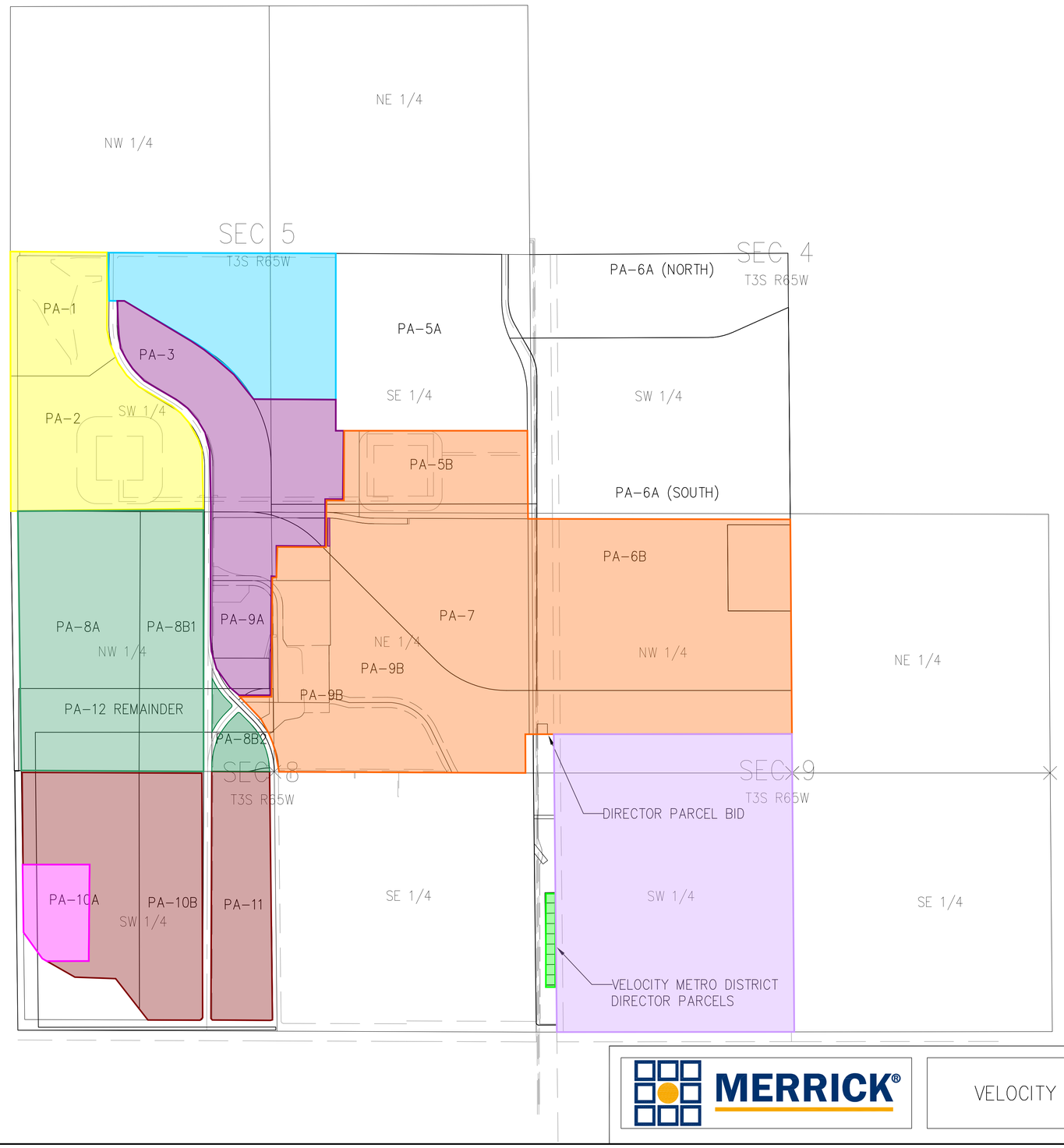
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

EXHIBIT C-1

Current District Boundary Map

- DISTRICT 2
- DISTRICT 3
- DISTRICT 4
- DISTRICT 5
- DISTRICT 6
- DISTRICT 7
- DISTRICT 8
- DISTRICT 9
- DISTRICT 1-9



N.T.S

MERRICK®

VELOCITY METRO DISTRICT MAP

DATE: 9/28/2020

SHEET: 1 OF 1

EXHIBIT C-2

Inclusion Area Boundary Map

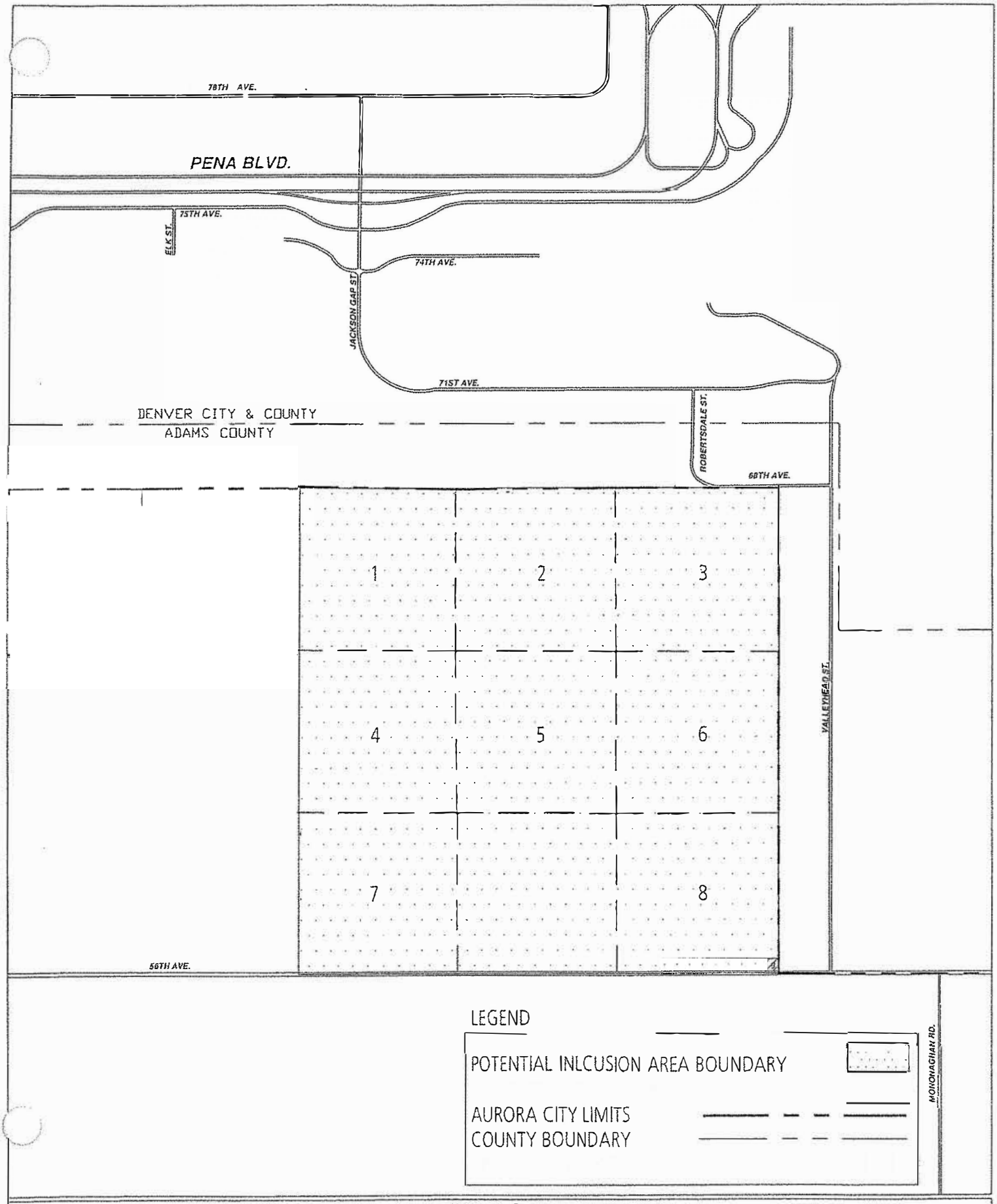


EXHIBIT C -2

Velocity Metropolitan District

Inclusion Area Boundary Map

CIVITAS

1200 Bannock Street
Denver, Colorado 80204
Tel: 303.571.0553

EXHIBIT D

Intergovernmental Agreement between the District and Aurora

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF AURORA, COLORADO
AND
VELOCITY METROPOLITAN DISTRICT NO. 7

THIS AGREEMENT is made and entered into as of this ___ day of _____, _____, by and between the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado ("City"), and VELOCITY METROPOLITAN DISTRICT NO. 7, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"). The City and the District are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District's First Amended and Restated Service Plan approved by the City on __ _____ ("Service Plan"); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the City and the District, as required by the Aurora City Code; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement ("Agreement").

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Operations and Maintenance. The Districts shall dedicate the Public Improvements (as defined in the Service Plan) to the City or other appropriate jurisdiction or owner's association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The Districts shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto.

Any Fee imposed by the District for access to such park and recreation improvements shall not result in Non-District City residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the District. However, the District

shall be entitled to impose an administrative fee as necessary to cover additional expenses associated with Non-District City residents to ensure that such costs are not the responsibility of District residents. All such Fees shall be based upon the District's determination that such Fees do not exceed reasonable annual market fee for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the Districts shall be open to the general public and Non-District City residents, subject to the rules and regulations of the Districts as adopted from time to time. Trails which are interconnected with a city or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the Districts.

2. Fire Protection. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction. The District shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

5. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction and of those special districts that qualify as "interested parties" under Section 32-1-204(1), C.R.S., as applicable. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the

Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

8. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not any time exceed the Maximum Debt Mill Levy of the Districts.

9. Initial Debt. On or before the effective date of approval by the City of an Approved Development Plan (as defined in the Service Plan), the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any fees used for the purpose of repayment of Debt.

10. Total Debt Issuance. The District shall not issue Debt in excess of One Hundred Ninety-Five Million Dollars ($195,000,000).

11. Fee Limitation. Each of the Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

12. Debt Issuance Limitation. The District shall not be authorized to incur any indebtedness until such time as the District has approved and executed the IGA and approved the imposition of the Aurora Regional Improvement Mill Levy (as defined in the Service Plan) upon all taxable property located within the boundaries of the District.

13. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the District without any limitation.

14. Consolidation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City, unless such consolidation is with is with one or more of the Districts.

15. Bankruptcy. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

16. Dissolution. Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

17. Disclosure to Purchasers. The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, Fees, tolls and charges. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

18. Service Plan Amendment Requirement. Actions of the District which violate the limitations set forth in V.A.1-14 or VII.B-G of the Service Plan shall be deemed to be material modifications to the Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

19. Multiple District Structure. It is anticipated that the Districts, collectively, will undertake the financing and construction of the improvements contemplated herein. Specifically, the Districts shall enter into one or more intergovernmental agreements which shall govern the relationships between and among the Districts with respect to the financing,

construction and operation of the improvements contemplated herein. The District will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements.

20. Annual Report. The District shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued, pursuant to the City Code and containing the information set forth in Section VIII of the Service Plan.

21. Regional Improvements. The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of participation in the alternatives set forth in Section VI.A, B or C of the Service Plan.

The District shall impose the ARI Mill Levy and shall convey it as follows:

(a) If the District has executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the terms of which provide for the City to appoint no less than thirty percent (30%) and no more than forty-nine percent (49%) of the board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

(b) If the City and the District have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the District in accordance with such agreement; or

(c) If neither Section VI.A nor VI.B of the Service Plan is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under Section VI of the Service Plan and shall not expend such revenue until an intergovernmental agreement is executed between the District establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the Service Plan by the City and neither Section VI.A nor VI.B of the Service Plan have occurred within two (2) years from the date of the approval of the Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the District as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, the District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI. B of the Service Plan. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Section VI.A, B or C of the Service Plan, unless the City has agreed otherwise in writing; provided, however in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. The District shall cease to be obligated to impose, collect and convey to the City the revenue from the ARI Mill Levy described in Section VI of the Service Plan at such time as the area within the District's boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements.

22. Maximum Debt Mill Levy. The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

(a) For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 of the Service Plan; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

(b) For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

(c) For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 of the Service Plan, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by

such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

23. Maximum Debt Mill Levy Imposition Term. The District shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI of the Service Plan. Other than the ARI Mill Levy, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

24. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:
Velocity Metropolitan District No. 7
Icenogle Seaver Pogue, P.C.
4725 S. Monaco St., Suite 360
Attn: Alan D. Pogue
Phone: (303) 292-9100

To the City:
City of Aurora
15151 E. Alameda Pkwy., 5th Floor
Aurora, CO 80012
Attn: Daniel L. Brotzman, City Attorney
Phone: (303) 739-7030
Fax: (303) 739-7042

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

25. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

26. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

27. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

28. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

29. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

30. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

31. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

32. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

33. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

34. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

35. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

SIGNATURE PAGES TO INTERGOVERNMENTAL AGREEMENT

VELOCITY METROPOLITAN DISTRICT NO. 7

By: _____
President

Attest:

_____
Secretary

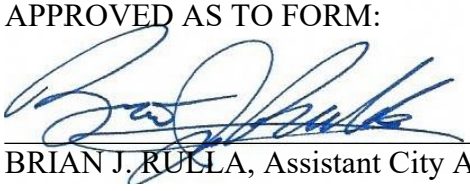
CITY OF AURORA, COLORADO

By: _____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:



_____
BRIAN J. RULLA, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: A Resolution to Approve the Velocity No. 8 Metropolitan District Amended and Restated Service Plan
Item Initiator: Cesarina Dancy, Development Project Manager, Office of Development Assistance
Staff Source/Legal Source: Jacob Cox, Manager, Office of Development Assistance / Brian Rulla, Assistant City Attorney
Outside Speaker:
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 6/7/2021

Regular Meeting: 6/14/2021

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

☒ Approve Item as proposed at Study Session

☐ Information Only

☐ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as proposed at Regular Meeting

☐ Approve Item with Waiver of Reconsideration

Why is a waiver needed?Click or tap here to enter text.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 5/25/2021

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Recommendation Report Attached

☒ Minutes Attached

☐ Minutes Not Available

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

The Velocity Metropolitan Districts Nos. 1-9 were approved by the City of Aurora in 2007. The district is located generally northeast of Harvest Road and 56th Avenue. Velocity Metropolitan District No. 8 is requesting that City Council approve the attached Amended and Restated Service Plan.

Velocity Metropolitan District No. 8 is part of the Porteos Master Plan development. The Porteos development is entirely commercial and industrial, and no residential development is planned.

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

Velocity Metropolitan District No. 8 is requesting approval of an Amended and Restated Service Plan (attached) that increases the Districts' total debt issuance limitations from $100,000,000 to $195,000,000. The Service Plan Amendment is limited to this and does not otherwise amend the Service Plan. The District has outlined their financial plan in the transmittal letter (attached). This request is being made due to increasing costs and in anticipation of refinancing the Districts' outstanding bonds in the next 3-5 years to reduce long-term costs. This service plan will be approved by resolution.

The Vicinity Map and transmittal letter are attached to the Velocity Metropolitan District No. 1 item in this packet.

QUESTIONS FOR COUNCIL

Does Council wish to move this item forward to the June 14, 2021 Regular Meeting?

LEGAL COMMENTS

Title 32, Article 1, C.R.S., as amended, and Section 122-36(b) of the City Code each provide that material modifications to an approved metropolitan district service plan may be made by the board of directors of a district only by petition to and approval by the City Council in substantially the same manner as provided for in the approval for an original service plan.

Section 122-32 of the City Code requires that the City Council conduct a public hearing regarding approval of the proposed district and its service plan. Therefore, a public hearing is required prior to material modifications of the service plan pursuant to Section 122-36(b).

The approval of the Amended Intergovernmental Agreement requires a resolution pursuant to City Charter Section 10-12. (Rulla)

PUBLIC FINANCIAL IMPACT

☐ YES ☒ NO

If yes, explain:

PRIVATE FISCAL IMPACT

☐ Not Applicable ☒ Significant ☐ Nominal

If Significant or Nominal, explain: The Velocity No. 8 Metropolitan District is a Title 32 District which has the authority to levy a property tax within the boundaries of the District. Changes made to the service plan regarding debt limitation will have a private fiscal impact on the owners of such property. The proposed debt limit increase should benefit the owners of property within the District by allowing additional resources for infrastructure construction.

RESOLUTION NO. R2021-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE FIRST AMENDED AND RESTATED SERVICE PLAN FOR THE VELOCITY METROPOLITAN DISTRICT NO. 8 AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO AND THE DISTRICT

WHEREAS, pursuant to Section 32-1-204.5, C.R.S., as amended, and Section 122-29 of the City Code, the First Amended and Restated Service Plan (the "Service Plan") for the Velocity Metropolitan District No. 8 (the "District") has been submitted to the City Council (the "City Council") of the City of Aurora, Colorado (the "City"); and

WHEREAS, the City Council approved the original Service Plan (the "Original Service Plan") for the District on December 17, 2017 and the First Amendment (the "First Amendment") to the Original Service Plan on February 4, 2019; and

WHEREAS, the District would like to Amend and Restate the Service Plan and allow for the total debt issuance limitation of the District to be increased to $195,000,000 due to increased costs and in anticipation of refinancing outstanding bonds; and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, and Chapter 122 of the City Code, the City Council is to hold a public hearing on the Service Plan for the District; and

WHEREAS, notice of the hearing before the City Council was duly published in the *Aurora Sentinel*, a newspaper of general circulation within the City, as required by law, and mailed to all interested persons, the Division of Local Government, and the governing body of each municipality and title 32 district that has levied an ad valorem tax within the next preceding tax year and that has boundaries within a radius of three miles of the District; and

WHEREAS, the City Council has considered the Service Plan and all other testimony and evidence presented at the hearing; and

WHEREAS, the City Council finds that the Service Plan should be approved without conditions, as permitted by Sections 32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended, and Section 122-34(a) of the City Code; and

WHEREAS, the City Council further finds that it is in the best interests of the citizens of the City to enter into an Intergovernmental Agreement (the "IGA") with the District for the purpose of assigning the relative rights and responsibilities between the City and the District with respect to certain functions, operations, and obligations of the District; and

WHEREAS, Section 10-12 of the City Charter requires a resolution to authorize the execution of intergovernmental agreements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF

AURORA, COLORADO, THAT:

Section 1. The City Council hereby finds and determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, and Chapter 122 of the City Code relating to the filing of the Service Plan for the District have been fulfilled and that notice of the hearing was given in the time and manner required by law and that City Council has jurisdiction to act on the Service Plan.

Section 2. The City Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard and that evidence satisfactory to the City Council of each of the following was presented:

a. There is sufficient existing and projected need for organized service in the area to be serviced by the District;

b. The existing service in the area to be served by the District is inadequate for present and projected needs;

c. The District is capable of providing economical and sufficient service to the area within their proposed boundaries;

d. The area to be included in the District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;

e. Adequate service is not, or will not be, available to the area through the City, Arapahoe County, or other existing municipal or quasi-municipal corporations, including other existing title 32 districts, within a reasonable time and on a comparable basis;

f. The facility and service standards of the District is compatible with the facility and service standards of the City;

g. The proposed Service Plan is in substantial compliance with the comprehensive plan of the City as adopted pursuant to the City Code;

h. The proposed Service Plan is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area; and

i. The creation of the District will be in the best interests of the area proposed to be served.

Section 3. The City Council hereby approves the Service Plan for the District as submitted.

Section 4. The Mayor and the City Clerk are hereby authorized to execute, on behalf

of the City, the IGA in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

Section 5. The District shall not be authorized to incur any additional bonded indebtedness until such time as the District has approved and executed the IGA.

Section 6. This Resolution shall be filed in the records of the City and a certified copy thereof submitted to the petitioners for the District for the purpose of filing in the District Court of Adams County.

Section 7. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Resolution, are hereby rescinded.

RESOLVED AND PASSED this ____ day of _____, 2021.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

CMcK

_____
BRIAN J. RULLA, Assistant City Attorney

FIRST AMENDED AND RESTATED

SERVICE PLAN

FOR

VELOCITY METROPOLITAN DISTRICT NO. 8

CITY OF AURORA, COLORADO

Prepared

by

ICENOGLE SEAVER POGUE, P.C.
4725 S. MONACO STREET, SUITE 360
DENVER, CO 80237

May 18, 2021

TABLE OF CONTENTS

LIST OF EXHIBITS

EXHIBIT A	Legal Descriptions
EXHIBIT B	Aurora Vicinity Map
EXHIBIT C-1	Current District Boundary Map
EXHIBIT C-2	Inclusion Area Boundary Map
EXHIBIT D	Intergovernmental Agreement between the District and Aurora

I. INTRODUCTION

A. Purpose and Intent.

The District was formed on June 6, 2008 following approval by the City Council of the District's original service plan, as subsequently amended.[1] The District is amending its original service plan due to increasing costs and to facilitate future funding and refinancing of the Public Improvements required to serve the Project. This Service Plan is intended to modify, replace, restate and superseded the original service plan, as amended, in its entirety.

The District is an independent unit of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Service Plan, its activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Service Plan. It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these Public Improvements.

The District is not being created to provide ongoing operations and maintenance services other than as specifically set forth in this Service Plan.

B. Need for the District.

There are currently no other governmental entities, including the City, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the City Regarding District's Service Plan.

The City's objective in approving the Service Plan for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for residential properties and at a tax mill levy no higher than the Maximum Debt Mill Levy for commercial and residential properties, and/or repaid by Fees, as long as such Fees are not imposed upon or collected from Taxable Property owned or occupied by an End User for the purpose of creating a capital cost payment obligation as further described in Section V.A. 11. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax and Fee burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

[1] The original service plan was approved by the City Council on December 17, 2007 and amended by a first amendment thereto approved by the City Council on February 4, 2019.

This Service Plan is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs. Operational activities are allowed, but only through an intergovernmental agreement with the City.

It is the intent of the District to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt, and if the District has authorized operating functions under an intergovernmental agreement with the City, to retain only the power necessary to impose and collect taxes or Fees to pay for these costs.

The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Fees or from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy on commercial and residential properties and which shall not exceed the Maximum Debt Mill Levy Imposition Term on residential properties. It is the intent of this Service Plan to assure to the extent possible that no commercial or residential property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no property developed for a residential use bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District. With regard to Regional Improvements, this Service Plan also provides for the Districts to pay a portion of the cost of regional infrastructure as part of ensuring that development and those that benefit from development pay for the associated costs.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Approved Development Plan: means a Framework Development Plan or other process established by the City for identifying, among other things, Public Improvements necessary for facilitating development for property within the Service Area as approved by the City pursuant to the City Code and as amended pursuant to the City Code from time to time.

ARI or Regional Improvements: means Aurora Regional Improvements.

ARI Authority: means one or more Authorities established by an ARI Authority Establishment Agreement.

ARI Establishment Agreement: means an intergovernmental agreement establishing an ARI Authority which has, at minimum, Title 32 special districts from three (3) or more Approved Development Plan areas as parties to the Agreement.

ARI Master Plan: means one or more master plans adopted by an ARI Authority establishing Regional Improvements which will benefit the taxpayers and service users of

the Districts which constitute such ARI Authority, which master plan will change from time to time.

ARI Mill Levy: means the following:

A. For districts with property within their boundaries developed with any residential uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20^{th}) year; and (ii) shall be five (5) mills from the twenty-first (21^{st}) year through the fortieth (40^{th}) year or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs; and (iii) for an additional ten (10) years, the mill levy shall be equal to the average debt service mill levy imposed by such district in the ten (10) years prior to the date of repayment of the debt incurred for Public Improvements other than Regional Improvements; and

B. For districts with property within their boundaries developed solely for commercial uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20^{th}) year; (ii) shall be one and one-half (1.5) mills from the twenty-first (21^{st}) year through the date of repayment of debt incurred for Public Improvements, other than Regional Improvements; and (iii) for five (5) years thereafter, the mill levy shall be the lesser of twenty (20) mills or a mill levy equal to the average debt service mill levy imposed by such district in the ten (10) years prior to the date of repayment of debt issued for Public Improvements, other than Regional Improvements; and

C. Any district may, pursuant to any intergovernmental agreement with the City, extend the term for application of the ARI Mill Levy beyond the years set forth in A and B above. The Maximum Mill Levy Imposition Term shall include the terms set forth in A and B above and any extension of the term as approved in an intergovernmental agreement as described herein.

D. All mills described in this ARI Mill Levy definition shall be subject to adjustment as follows: On or after January 1, 2004, if there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the one (1) mill levy described above may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes, for purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

Board: means the board of directors of the District.

Bond, Bonds or Debt: means bonds or other obligations for the payment of which the District has promised to impose an *ad valorem* property tax mill levy, and/or collect Fee revenue.

City: means the City of Aurora, Colorado.

City Code: means the City Code of the City of Aurora, Colorado.

City Council: means the City Council of the City of Aurora, Colorado.

Current District Boundaries: means the boundaries of the area described in the Current District Boundary Map.

District: means Velocity Metropolitan District No. 8.

Districts: means District No. 8 and District Nos. 1, 2, 3, 4, 5, 6, 7, and 9, collectively.

End User: means any owner, or tenant of any owner, of any taxable improvement within the Districts who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

External Financial Advisor: means a consultant that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Fee(s): means any fee imposed by the Districts for services, programs or facilities provided by the Districts, as described in Section V.A.11. below.

Financial Plan: means the combined Financial Plan of the Districts as described in Section VII which describes (i) how the Public Improvements are to be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

Inclusion Area Boundaries: means the boundaries of the area described in the Inclusion Area Boundary Map.

Inclusion Area Boundary Map: means the map attached hereto as **Exhibit C-2**, describing the property proposed for inclusion within one, but not any more than one, of the boundaries of the Districts.

Current District Boundary Map: means the map attached hereto as **Exhibit C-1**, describing the District's current boundaries.

Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt as set forth in Section VII.C below.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy on a particular property developed for residential uses as set forth in Section VII.D below.

Project: means the development or property commonly referred to as Porteos or Velocity.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act, except as specifically limited in Section V below to serve the future taxpayers and inhabitants of the Service Area as determined by the Board of the District.

Regional Improvements: means Public Improvements and facilities that benefit the Service Area and which are to be financed pursuant to Section VI below.

Service Area: means the property within the Current District Boundary Map and the Inclusion Area Boundary Map.

Service Plan: means this service plan for the District approved by City Council.

Service Plan Amendment: means an amendment to the Service Plan approved by City Council in accordance with the City's ordinance and the applicable state law.

Special District Act: means Section 32-1-101, et seq., of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real or personal property within the Service Area subject to ad valorem taxes imposed by the Districts.

III. BOUNDARIES

The area of the Current District Boundaries includes approximately one hundred sixteen (116) acres and the total area proposed to be included in the Inclusion Area Boundaries is approximately one thousand four hundred forty-seven (1,447) acres. A legal description of the Current District Boundaries and the Inclusion Area Boundaries is attached hereto as **Exhibit A**.

A vicinity map is attached hereto as **Exhibit B**. A map of the Current District Boundaries is attached hereto as **Exhibit C-1**, and a map of the Inclusion Area Boundaries is attached hereto as **Exhibit C-2**. It is anticipated that the District's boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Section 32-1-401, et seq., C.R.S., and Section 32-1-501, et seq., C.R.S., subject to the limitations set forth in Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately one thousand four hundred forty-seven (1,447) acres of commercial and industrial land. The current assessed valuation of the Service Area is $34,630,970.00 for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The population of the District at build-out is estimated to be approximately zero (0) people.

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Service Plan Amendment.

The District shall have the power and authority to provide the Public Improvements and related operation and maintenance services within and without the boundaries of the District as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

In connection with the performance of all acts or activities hereunder, the District shall not violate any protection clauses of the United States or Colorado State Constitutions. The District shall not discriminate against any person because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability, and further shall insert the foregoing provision in contracts or subcontracts let by the District to accomplish the purposes of this service plan.

1. Operations and Maintenance Limitation. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements to the City or other appropriate jurisdiction or owner's association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The Districts shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street

improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto. Any Fee imposed by the Districts for access to such park and recreation improvements shall not result in Non-District Aurora residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the Districts. However, the Districts shall be entitled to impose an administrative Fee as necessary to cover additional expenses associated with Non-District Aurora residents to ensure that such costs are not the responsibility of Districts residents. All such Fees shall be based upon the Districts' determination that such Fees do not exceed reasonable annual market fees for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the Districts shall be open to the general public and Non-District Aurora residents, subject to the rules and regulations of the Districts as adopted from time to time. Trails which are interconnected with a city or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the Districts.

2. Fire Protection Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction Limitation. Acknowledging that the City has financed public golf courses and desires to coordinate the construction of public golf courses in the City's boundaries, the District shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

5. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

8. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

9. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Fees used for the purpose of repayment of Debt.

10. Total Debt Issuance Limitation. The District shall not issue Debt in excess of One Hundred Ninety-Five Million Dollars ($195,000,0000).

11. Fee Limitation. Each of the Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

12. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply

for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the District without any limitation.

13. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City, unless such consolidation is with one or more of the Districts.

14. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

15. Service Plan Amendment Requirement. This Service Plan has been designed with sufficient flexibility to enable the District to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the District which violate the limitations set forth in V.A.1-14 above or in VII.B-G. shall be deemed to be material modifications to this Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

B. Preliminary Engineering Survey.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the District, to be more specifically defined in an Approved Development Plan. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the Service Area and is approximately Six Hundred Million Dollars ($600,000,000).

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the City and shall be in accordance with the requirements of the Approved Development Plan. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

C. Multiple District Structure.

It is anticipated that the Districts, collectively, will undertake the financing and construction of the improvements contemplated herein. Specifically, the Districts shall enter into one or more intergovernmental agreements which shall govern the relationships between and among the Districts with respect to the financing, construction and operation of the improvements contemplated herein. The District will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements.

VI. REGIONAL IMPROVEMENTS

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of participation in the alternatives set forth in Section VI.A, B or C below.

The District shall impose the ARI Mill Levy and shall convey it as follows:

A. If the District has executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the terms of which provide for the City to appoint no less than thirty percent (30%) and no more than forty-nine percent (49%) of the board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

B. If the City and the District have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the District in accordance with such agreement; or

C. If neither Section VI.A nor VI.B above is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under this Section VI and shall not expend such revenue until an intergovernmental agreement is executed between the District establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the

intergovernmental agreement is not executed within two (2) years from the date of the approval of the Service Plan by the City and neither Section VI.A nor VI.B above have occurred within two (2) years from the date of the approval of the Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the District as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, the District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI. B above. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Section VI.A, B or C set forth above, unless the City has agreed otherwise in writing; provided, however in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. The District shall cease to be obligated to impose, collect and convey to the City the revenue from the ARI Mill Levy described in this Section VI at such time as the area within the District's boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements. The Porteos Business Improvement District shall not be a Business Improvement District for purposes of this paragraph.

The District shall have the authority to issue Debt for the Regional Improvements, in an amount not to exceed Seventy-Five Million Dollars ($75,000,000) pursuant to agreements as described in VI.A, B or C above.

VII. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy and other legally available revenues. The total Debt that the District shall be permitted to issue shall not exceed One Hundred Ninety-Five Million Dollars ($195,000,000) and shall be permitted to be issued on a schedule and in such year or years as the District determine shall meet the needs of the Financial Plan referenced above and phased to serve

development as it occurs. All bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including general ad valorem taxes and Fees to be imposed upon all Taxable Property within the District. The District will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy.

The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

1. For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 below; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

2. For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

3. For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 above, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

D. Maximum Debt Mill Levy Imposition Term.

The District shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI. Other than the ARI Mill Levy, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

E. Debt Repayment Sources.

The District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance. The District may also rely upon various other revenue sources authorized by law. At the District's discretion, these may include the power to assess fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(l), C.R.S., as amended from time to time. In no event shall the debt service mill levy in the District exceed the Maximum Debt Mill Levy or, for residential property within the District, the Maximum Debt Mill Levy Imposition Term, except pursuant to an intergovernmental agreement between the District and the City for Regional Improvements.

F. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

> By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

G. Security for Debt.

The District shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the City of payment of any of the District's obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

H. TABOR Compliance.

The District will comply with the provisions of TABOR. In the discretion of the Board, the District may set up other qualifying entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by the District will remain under the control of the District's Board.

I. District's Operating Costs.

The cost of acquiring land, engineering services, legal services and administrative services, together with the costs of the District's organization and initial operations, have been reimbursed from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The current year's operating budget is Five Thousand Six Hundred Fourteen Dollars ($5,614) which is derived from property taxes and other revenues.

The Maximum Debt Mill Levy for the repayment of Debt shall not apply to the District's ability to increase its mill levy as necessary for provision of operation and maintenance services to its taxpayers and service users.

VIII. ANNUAL REPORT

A. General.

The District shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.

2. Intergovernmental Agreements with other governmental entities, either entered into or proposed as of December 31 of the prior year.

3. Copies of the District's rules and regulations, if any as of December 31 of the prior year.

4. A summary of any litigation which involves the District Public Improvements as of December 31 of the prior year.

5. Status of the District's construction of the Public Improvements as of December 31 of the prior year.

6. A list of all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of December 31 of the prior year.

7. The assessed valuation of the District for the current year.

8. Current year budget including a description of the Public Improvements to be constructed in such year.

9. Audit of the District's financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.

10. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.

11. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

IX. DISSOLUTION

Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

X. DISCLOSURE TO PURCHASERS

The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, Fees, tolls and charges. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

XI. INTERGOVERNMENTAL AGREEMENT

The form of the intergovernmental agreement required by the City Code, relating to the limitations imposed on the District's activities, is attached hereto as **Exhibit D**. The District shall approve the intergovernmental agreement in the form attached as **Exhibit D** at its first Board meeting after its organizational election. Failure of the District to execute the intergovernmental agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The City Council shall approve the intergovernmental agreement in the form attached as **Exhibit D** at the public hearing approving the Service Plan.

XII. CONCLUSION

It is submitted that this Service Plan for the District, as required by Section 32-1-203(2), C.R.S., and Section 122-35 of the City Code, establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;

2. The existing service in the area to be served by the District is inadequate for present and projected needs;

3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries; and

4. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

5. Adequate service is not, and will not be, available to the area through the City or county or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.

6. The facility and service standards of the District are compatible with the facility and service standards of the City within which the special district is to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.

7. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the City Code.

8. The proposal is in compliance with any duly adopted City, regional or state long-range water quality management plan for the area.

9. The creation of the District is in the best interests of the area proposed to be served.

EXHIBIT A

Legal Descriptions

DIRECTOR PARCEL – VELOCITY METROPOLITAN DISTRICT NO. 8
SW 1/4 SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST, 6TH P.M.

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND CONSIDERING THE WEST LINE OF SAID SOUTHWEST QUARTER, BEING MONUMENTED AS SHOWN ON THE ATTACHED EXHIBIT, TO BEAR NORTH 00°37'54" WEST, 2651.38 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 00°37'54" WEST ALONG SAID WEST LINE, A DISTANCE OF 585.00 FEET;

THENCE NORTH 89°22'06" EAST, A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00°37'54" WEST, A DISTANCE OF 105.00 FEET;

THENCE NORTH 89°22'06" EAST, A DISTANCE OF 105.00 FEET TO A POINT ON THE EASTERLY LINE OF THAT PUBLIC SERVICE COMPANY OF COLORAD EASEMENT AS DECSCRIBED IN DEED RECORDED IN BOOK 5364 AT PAGE 596 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;

THENCE SOUTH 00°37'54" EAST ALONG SAID EASTERLY LINE, A DISTANCE OF 105.00 FEET;

THENCE SOUTH 89°22'06" WEST, A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING,

SAID PARCEL CONTAINING A CALCULATED AREA OF 11,025 SQUARE FEET OR 0.253 ACRE, MORE OR LESS.

THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

I, WILLIAM F. HESSELBACH JR., A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

WILLIAM F. HESSELBACH JR., P.L.S. 25369
FOR AND ON BEHALF OF
CVL CONSULTANTS OF COLORADO, INC.
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112

PA-10A AND 10B (LESS OIL AND GAS OPERATIONS AREA)

A PARCEL OF LAND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND CONSIDERING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8, BEING MONUMENTED AS SHOWN ON THE ATTACHED EXHIBIT, TO BEAR SOUTH 00°47'32" EAST, 2656.99 FEET WITH ALL BEARINGS CONTAINED HEREIN TO BE RELATIVE THERETO;

THENCE SOUTH 89°43'41" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8, A DISTANCE OF 72.01 FEET TO THE **POINT OF BEGINNING;**

THENCE CONTINUING SOUTH 89°43'41" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8, A DISTANCE OF 1864.32 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF JACKSON GAP STREET, AS DEDICATED BY THE PLAT OF PORTEOS SUBDIVISION FILING NO. 1, RECORDED AT RECEPTION NUMBER 2013000094501, IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;

THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES:

1. THENCE SOUTH 00°12'50" WEST, A DISTANCE OF 2519.62 FEET TO A POINT OF CURVATURE;

2. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, THE CHORD OF WHICH BEARS SOUTH 45°12'50" WEST, 35.36 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF 56TH AVENUE AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 3677 AT PAGE 359 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;

THENCE NORTH 89°47'10" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 534.74 FEET;

THENCE NORTH 38°06'31" WEST A DISTANCE OF 537.18 FEET;

THENCE NORTH 87°55'13" WEST A DISTANCE OF 415.66 FEET;

THENCE NORTH 60°19'04" WEST A DISTANCE OF 331.58 FEET;

THENCE NORTH 89°57'48" EAST, A DISTANCE OF 429.80 FEET;

THENCE NORTH 00°30'02" EAST, A DISTANCE OF 988.13 FEET;

THENCE SOUTH 89°58'16" WEST, A DISTANCE OF 685.22 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF HARVEST ROAD, AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED AT RECEPTION NUMBER 2018000011259 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;

THENCE NORTH 00°47'32" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 961.47 FEET TO THE **POINT OF BEGINNING,**

SAID PARCEL CONTAINING A CALCULATED AREA OF 3,489,225 SQUARE FEET OR 80.102 ACRES, MORE OR LESS.

THE LINEAL UNIT USED IN THE PREPARATION OF THIS LEGAL DESCRIPTION IS THE UNITED STATES SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

I, WILLIAM F. HESSELBACH JR., A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

WILLIAM F. HESSELBACH JR., P.L.S. 25369
FOR AND ON BEHALF OF
CVL CONSULTANTS OF COLORADO, INC.
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112

LEGAL DESCRIPTION – PA – 11

A PARCEL OF LAND BEING A PART OF THE NORTHWEST QUARTER AND A PART OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND CONSIDERING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8, BEING MONUMENTED AS SHOWN ON THE ATTACHED EXHIBIT, TO BEAR SOUTH 00°47'32" EAST, 2656.99 FEET, WITH ALL BEARINGS CONTAINED HEREIN TO BE RELATIVE THERETO;

THENCE SOUTH 89°43'41" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8, A DISTANCE OF 2020.33 FEET TO THE **POINT OF BEGINNING;**

THENCE CONTINUING SOUTH 89°43'41" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8, A DISTANCE OF 319.94 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 13°09'33", AN ARC LENGTH OF 97.61 FEET, THE CHORD OF WHICH BEARS NORTH 83°41'32" EAST, 97.40 FEET;

THENCE NORTH 77°06'46" EAST A DISTANCE OF 77.64 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 13°09'07", AN ARC LENGTH OF 97.56 FEET, THE CHORD OF WHICH BEARS NORTH 83°41'19" EAST, 97.34 FEET;

THENCE SOUTH 89°44'07" EAST A DISTANCE OF 1.14 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF JACKSON GAP WAY AS DESCRIBED IN DEED RECORDED AT RECEPTION NO. 2016000087351 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, SAID POINT BEING A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING FIVE (5) COURSES:

1. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 697.50 FEET, A CENTRAL ANGLE OF 02°26'15", AN ARC LENGTH OF 29.67 FEET, THE CHORD OF WHICH BEARS SOUTH 01°50'58" EAST, 29.67 FEET;

2. THENCE SOUTH 00°37'51" EAST, A DISTANCE OF 1501.55 FEET;

3. THENCE SOUTH 03°54'02" EAST, A DISTANCE OF 96.43 FEET;

4. THENCE SOUTH 00°37'51" EAST, A DISTANCE OF 931.81 FEET, TO A POINT OF CURVATURE;

5. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°09'19", AN ARC LENGTH OF 38.90 FEET, THE CHORD OF WHICH BEARS SOUTH 44°47'30" WEST, 35.09 FEET TO A POINT ON THE NORTHERLY

RIGHT OF WAY LINE OF 56TH AVENUE, AS DESCRIBED IN DEED RECORDED IN BOOK 3615 AT PAGE 942 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;

THENCE NORTH 89°47'10" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 584.39 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, THE CHORD OF WHICH BEARS NORTH 44°47'10" WEST, 35.36 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF JACKSON GAP STREET, AS DEDICATED BY THE PLAT OF PORTEOS SUBDIVISION FILING NO. 1 RECORDED AT RECEPTION NO. 2013000094501 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;

THENCE NORTH 00°12'50" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 2519.53 FEET TO THE **POINT OF BEGINNING,**

SAID PARCEL CONTAINING A CALCULATED AREA OF 1,563,034 SQUARE FEET OR 35.882 ACRES, MORE OR LESS.

THE LINEAL UNIT USED IN THE PREPARATION OF THIS LEGAL DESCRIPTION IS THE UNITED STATES SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

I, WILLIAM F. HESSELBACH JR., A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

WILLIAM F. HESSELBACH JR., P.L.S. 25369
FOR AND ON BEHALF OF
CVL CONSULTANTS OF COLORADO, INC.
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112

Inclusion Area Boundaries:

A PARCEL OF LAND BEING ALL OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION 4, THE SOUTH ONE-HALF (S ½) OF SECTION 5, THE NORTH ONE-HALF (N ½) OF SECTION 8, A PART OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 8 AND THE WEST ONE-HALF (W ½) OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 5; THENCE S89°40'05"E, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5, A DISTANCE OF 2659.06 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF SAID SECTION 5;
THENCE S89°40'05"E, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 5, A DISTANCE OF 2655.55 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST ONE-QUARTER OF SAID SECTION 5,
THENCE N89°42'57"E, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 4, A DISTANCE OF 2640.56 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF SAID SECTION 4,
THENCE S00°30'38"E, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 2674.79 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF SAID SECTION 9;
THENCE S00°26'59"E, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 2643.86 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF SAID SECTION 9;
THENCE S00°26'59"E , ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 2649.32 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 9;
THENCE S89°57'02"W, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 2639.17 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST ONE-QUARTER OF SAID SECTION 9;
THENCE N00°37'57"W, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 2651.44 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 8;
THENCE N89°43'56"W, ALONG THE SOUTH LINE OF SAID NORTHEAST ONE-QUARTER OF SAID SECTION 8, A DISTANCE OF 2651.88 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 8;
THENCE S00°37'45"E, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 8, A DISTANCE OF 2544.11 FEET TO A POINT 110.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 8;
THENCE N89°47'21"W, PARALLEL WITH AND 110.00 FEET NORTH OF SAID SOUTH LINE, A DISTANCE OF 2651.98 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 8;
THENCE N00°47'40"W, ALONG THE SAID WEST LINE, A DISTANCE OF 2546.87 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 8;

THENCE N00°46'20"W, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 8, A DISTANCE OF 2655.83 FEET TO THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 8;
THENCE N00°06'30"W, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 5, A DISTANCE OF 2655.98 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 1,286.909 ACRES (56,057,763 SQ. FT.) OF LAND MORE OR LESS.

PREPARED BY:
JANET A. CALDWELL, P.L.S. 29027
FOR AND ON BEHALF OF THE LUND PARTNERSHIP, INC.
12265 W. BAYAUD AVE., SUITE 130
LAKEWOOD, COLORADO 80228

TOGETHER WITH THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, STATE OF COLORADO, CONTAINING APPROXIMATELY 160.000 ACRES (6,969,600 SQ. FT.) OF LAND MORE OR LESS.

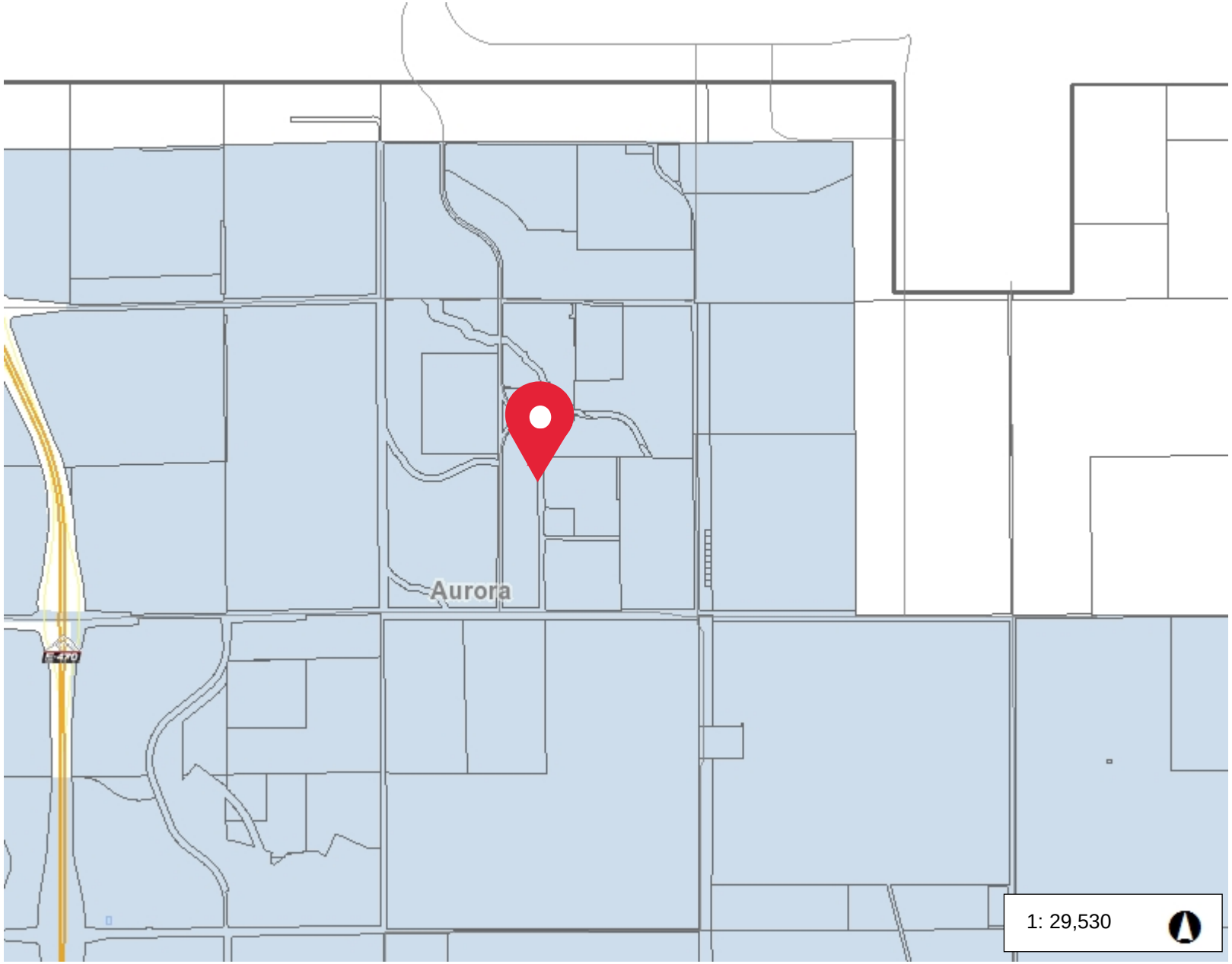
CONTAINING A NET TOTAL OF APPROXIMATELY 1,446.909 ACRES OF LAND MORE OR LESS.

EXHIBIT B

Aurora Vicinity Map

ADAMS COUNTY
COLORADO

Vicinity Map



Interstate
Highway
Tollway
Parcels
County Boundary
City
Aurora

1: 29,530

0.9 0 0.47 0.9 Miles

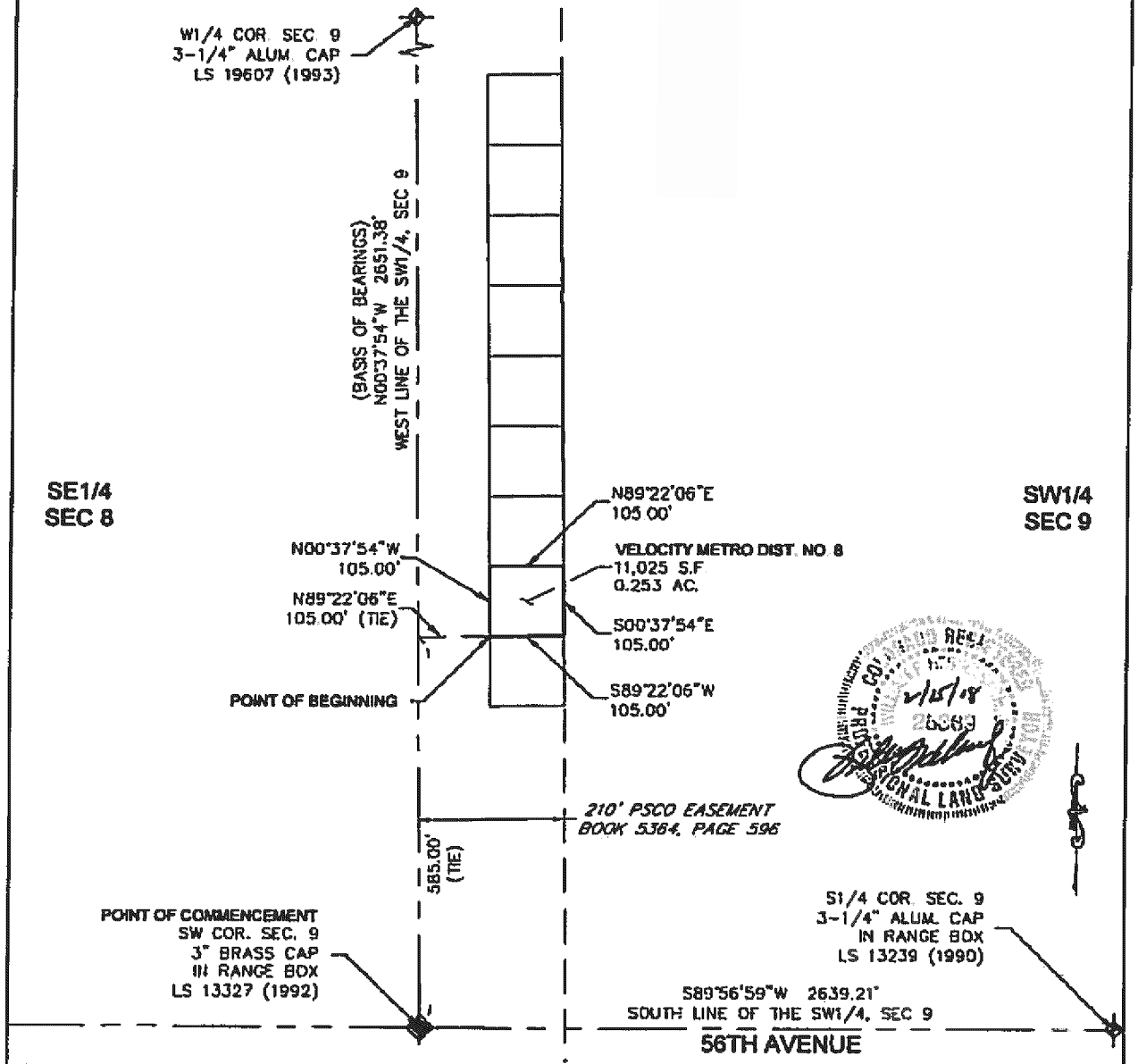
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

EXHIBIT C-1

Current District Boundary Map

EXHIBIT

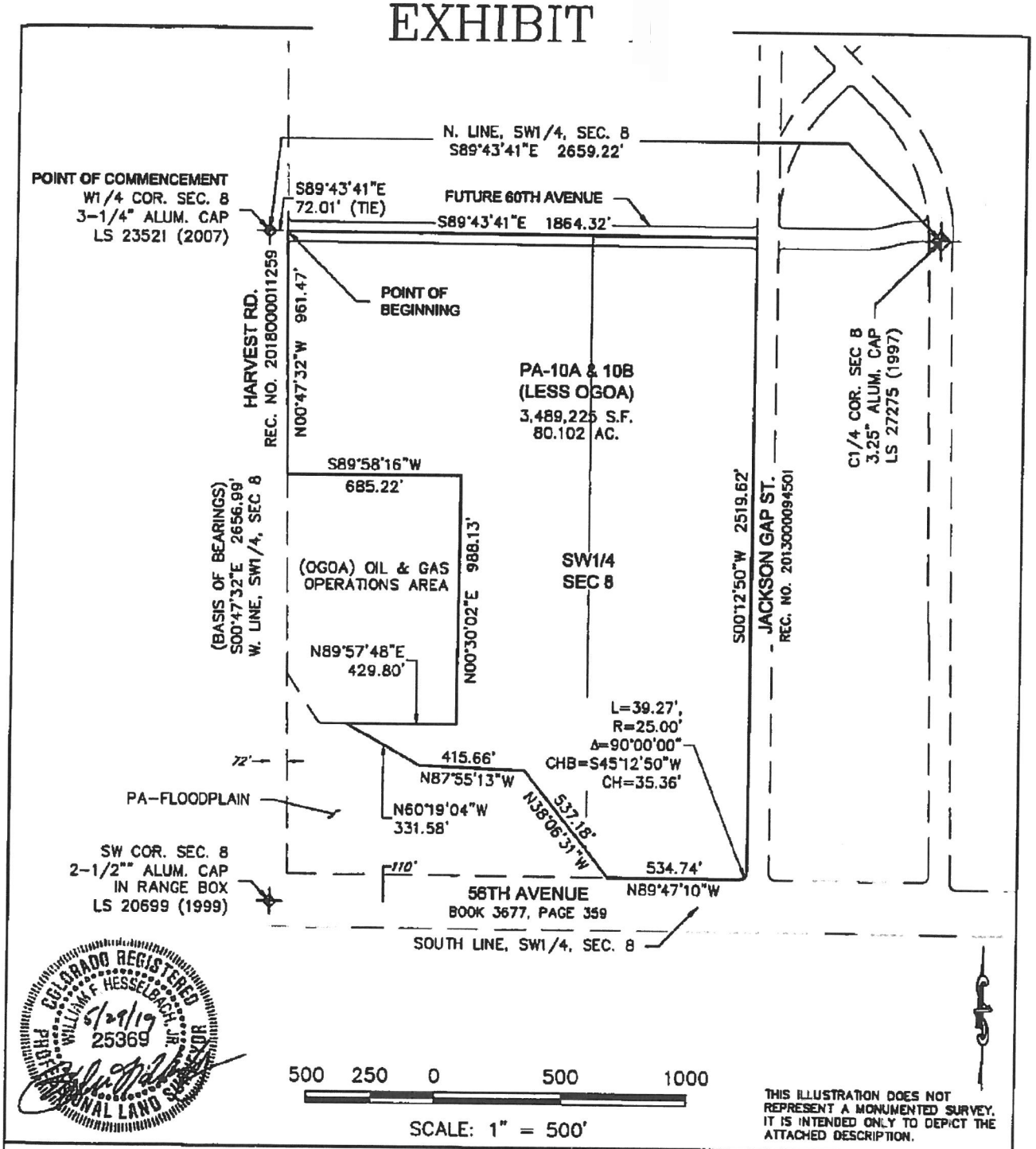


OWNER:
ACP DIA 1287 INVESTORS, LLC
C/O A&C PROPERTIES
4530 E. SHEA BOULEVARD, SUITE 100
PHOENIX, AZ 85028
PROPERTY ADDRESS: VACANT LAND

THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED SURVEY; IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

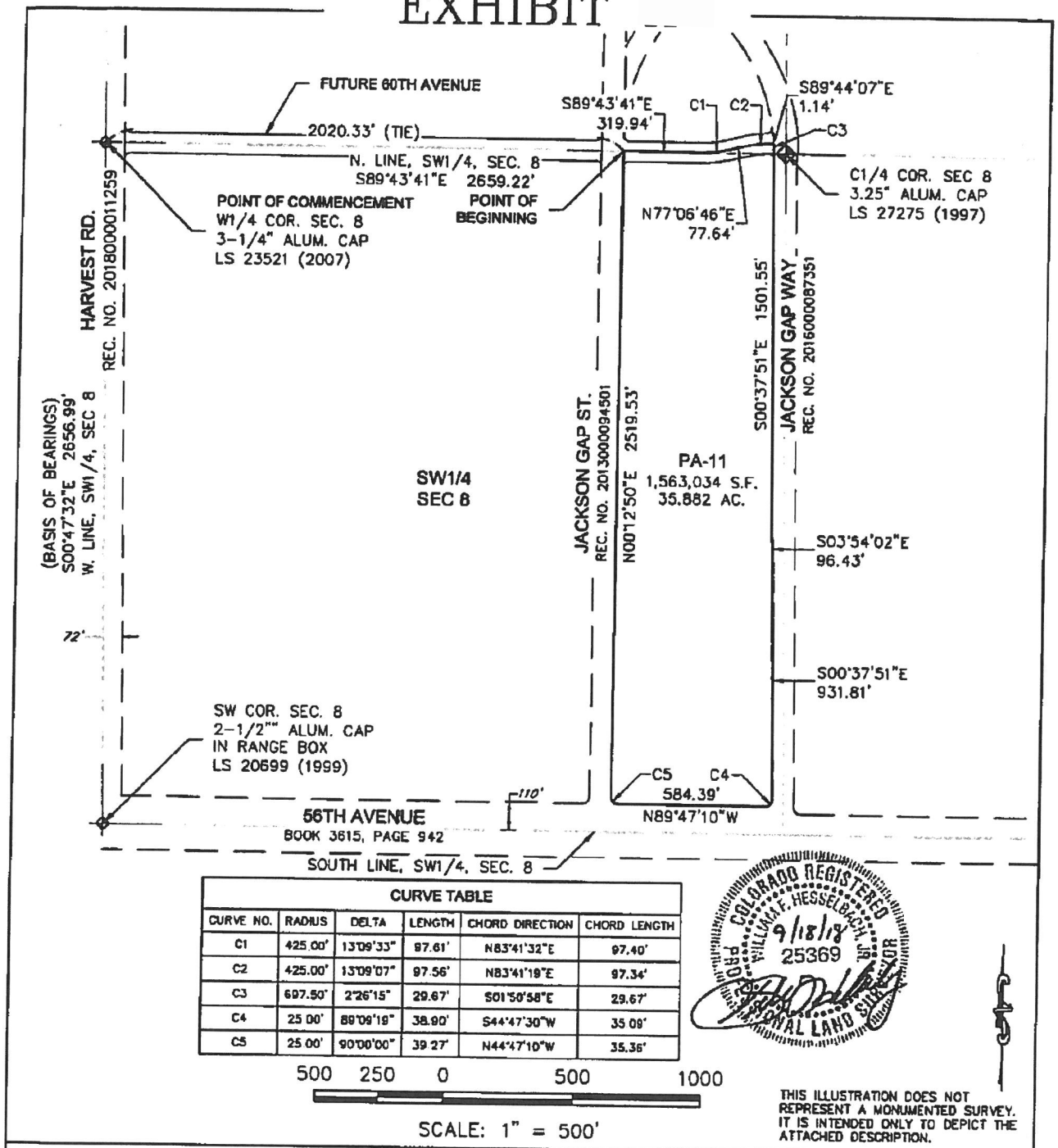
CITY OF AURORA, COLORADO			DIRECTOR'S PARCEL, VELOCITY METROPOLITAN DISTRICT NO. 8, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH P.M., CITY OF AURORA, ADAMS COUNTY, COLORADO.
BY: MJP	SCALE: 1" = 200'	R.O.W.	
CK'D: WFH	DATE: 2/15/2018	JOB NO. 8130249702	

EXHIBIT



PORTEOS, CITY OF AURORA, CO.			A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH P.M., CITY OF AURORA, ADAMS COUNTY, COLORADO.
BY: MJP	SCALE: 1" = 500'	R.O.W.	
CK'D: WFH	DATE: 5/29/2019	JOB NO. 30249702	

EXHIBIT



CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	425.00'	13°09'33"	97.61'	N83°41'32"E	97.40'
C2	425.00'	13°09'07"	97.56'	N83°41'19"E	97.34'
C3	697.50'	2°26'15"	29.67'	S01°50'58"E	29.67'
C4	25.00'	89°09'19"	38.90'	S44°47'30"W	35.09'
C5	25.00'	90°00'00"	39.27'	N44°47'10"W	35.36'

500 250 0 500 1000

SCALE: 1" = 500'

COLORADO REGISTERED
WILLIAM F. HESSELBACH, JR.
9/18/18
25369
PROFESSIONAL LAND SURVEYOR

THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

PORTEOS / PA-11

BY: MJP	SCALE: 1" = 500'	R.O.W.
CK'D: WFH	DATE: 9/16/2018	JOB NO. 30249702

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH P.M., CITY OF AURORA, ADAMS COUNTY, COLORADO.

EXHIBIT C-2

Inclusion Area Boundary Map

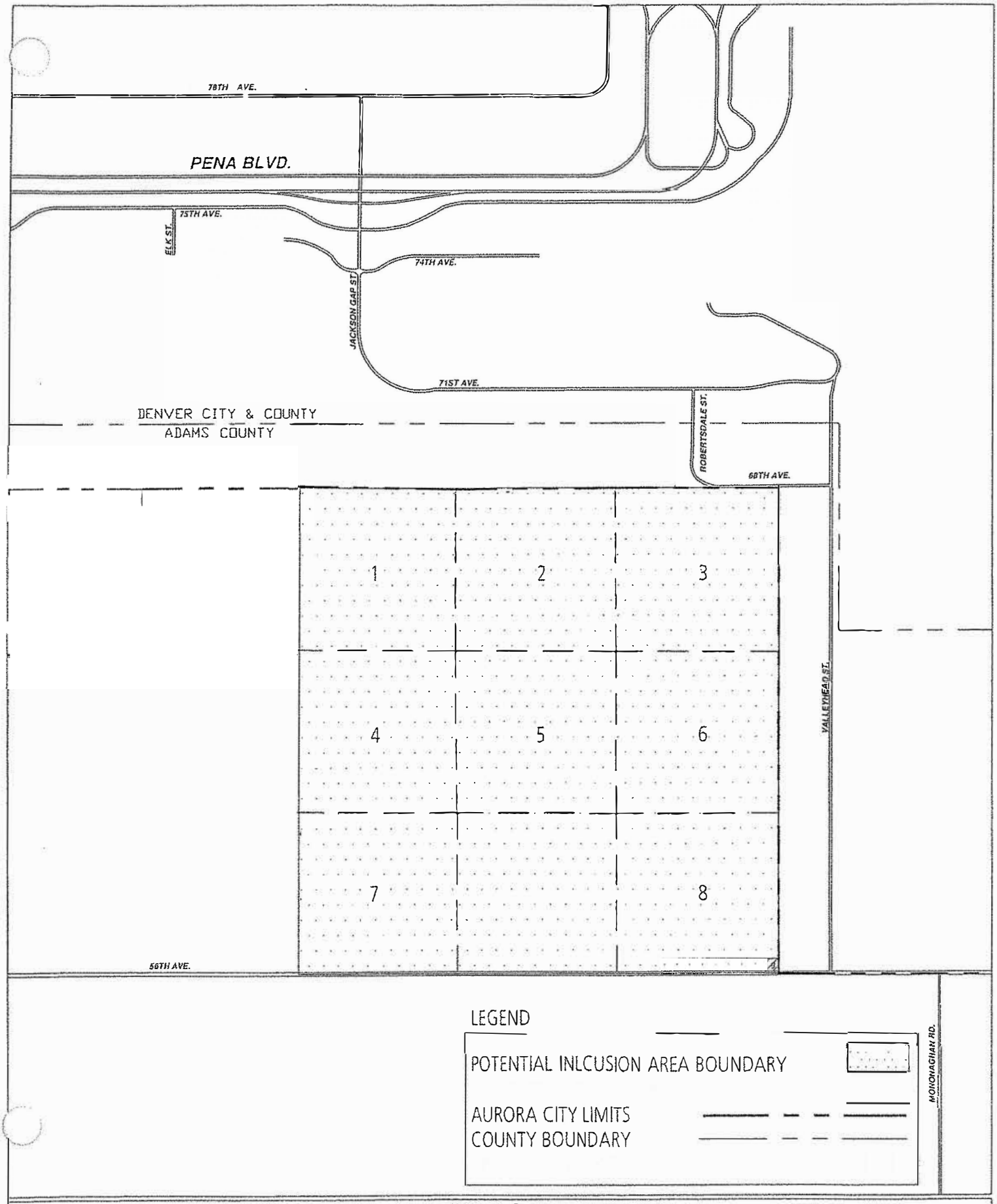


EXHIBIT C -2

Velocity Metropolitan District

Inclusion Area Boundary Map

CIVITAS

1200 Bannock Street
Denver, Colorado 80204
Tel: 303.571.0553

EXHIBIT D

Intergovernmental Agreement between the District and Aurora

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF AURORA, COLORADO
AND
VELOCITY METROPOLITAN DISTRICT NO. 8

THIS AGREEMENT is made and entered into as of this ___ day of _____, _____, by and between the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado ("City"), and VELOCITY METROPOLITAN DISTRICT NO. 8, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"). The City and the District are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District's First Amended and Restated Service Plan approved by the City on _____ ("Service Plan"); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the City and the District, as required by the Aurora City Code; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement ("Agreement").

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Operations and Maintenance. The Districts shall dedicate the Public Improvements (as defined in the Service Plan) to the City or other appropriate jurisdiction or owner's association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The Districts shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto.

Any Fee imposed by the District for access to such park and recreation improvements shall not result in Non-District City residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the District. However, the District

shall be entitled to impose an administrative fee as necessary to cover additional expenses associated with Non-District City residents to ensure that such costs are not the responsibility of District residents. All such Fees shall be based upon the District's determination that such Fees do not exceed reasonable annual market fee for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the Districts shall be open to the general public and Non-District City residents, subject to the rules and regulations of the Districts as adopted from time to time. Trails which are interconnected with a city or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the Districts.

2. Fire Protection. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction. The District shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

5. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction and of those special districts that qualify as "interested parties" under Section 32-1-204(1), C.R.S., as applicable. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the

Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

8. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not any time exceed the Maximum Debt Mill Levy of the Districts.

9. Initial Debt. On or before the effective date of approval by the City of an Approved Development Plan (as defined in the Service Plan), the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any fees used for the purpose of repayment of Debt.

10. Total Debt Issuance. The District shall not issue Debt in excess of One Hundred Ninety-Five Million Dollars ($195,000,000).

11. Fee Limitation. Each of the Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

12. Debt Issuance Limitation. The District shall not be authorized to incur any indebtedness until such time as the District has approved and executed the IGA and approved the imposition of the Aurora Regional Improvement Mill Levy (as defined in the Service Plan) upon all taxable property located within the boundaries of the District.

13. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the District without any limitation.

14. Consolidation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City, unless such consolidation is with is with one or more of the Districts.

15. Bankruptcy. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

16. Dissolution. Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

17. Disclosure to Purchasers. The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, Fees, tolls and charges. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

18. Service Plan Amendment Requirement. Actions of the District which violate the limitations set forth in V.A.1-14 or VII.B-G of the Service Plan shall be deemed to be material modifications to the Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

19. Multiple District Structure. It is anticipated that the Districts, collectively, will undertake the financing and construction of the improvements contemplated herein. Specifically, the Districts shall enter into one or more intergovernmental agreements which shall govern the relationships between and among the Districts with respect to the financing,

construction and operation of the improvements contemplated herein. The District will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements.

20. Annual Report. The District shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued, pursuant to the City Code and containing the information set forth in Section VIII of the Service Plan.

21. Regional Improvements. The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of participation in the alternatives set forth in Section VI.A, B or C of the Service Plan.

The District shall impose the ARI Mill Levy and shall convey it as follows:

(a) If the District has executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the terms of which provide for the City to appoint no less than thirty percent (30%) and no more than forty-nine percent (49%) of the board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

(b) If the City and the District have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the District in accordance with such agreement; or

(c) If neither Section VI.A nor VI.B of the Service Plan is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under Section VI of the Service Plan and shall not expend such revenue until an intergovernmental agreement is executed between the District establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the Service Plan by the City and neither Section VI.A nor VI.B of the Service Plan have occurred within two (2) years from the date of the approval of the Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the District as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, the District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI. B of the Service Plan. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Section VI.A, B or C of the Service Plan, unless the City has agreed otherwise in writing; provided, however in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. The District shall cease to be obligated to impose, collect and convey to the City the revenue from the ARI Mill Levy described in Section VI of the Service Plan at such time as the area within the District's boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements.

22. Maximum Debt Mill Levy. The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

(a) For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 of the Service Plan; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

(b) For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

(c) For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 of the Service Plan, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by

such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

23. Maximum Debt Mill Levy Imposition Term. The District shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI of the Service Plan. Other than the ARI Mill Levy, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

24. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:
Velocity Metropolitan District No. 8
Icenogle Seaver Pogue, P.C.
4725 S. Monaco St., Suite 360
Attn: Alan D. Pogue
Phone: (303) 292-9100

To the City:
City of Aurora
15151 E. Alameda Pkwy., 5th Floor
Aurora, CO 80012
Attn: Daniel L. Brotzman, City Attorney
Phone: (303) 739-7030
Fax: (303) 739-7042

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

25. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

26. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

27. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

28. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

29. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

30. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

31. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

32. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

33. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

34. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

35. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

SIGNATURE PAGES TO INTERGOVERNMENTAL AGREEMENT

VELOCITY METROPOLITAN DISTRICT NO. 8

By: _____
President

Attest:

_____
Secretary

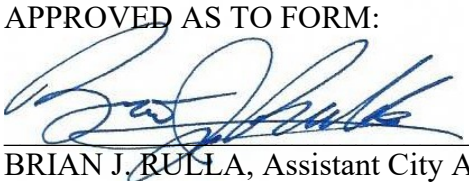
CITY OF AURORA, COLORADO

By: _____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:



_____
BRIAN J. RULLA, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: A Resolution to Approve the Velocity No. 9 Metropolitan District Amended and Restated Service Plan
Item Initiator: Cesarina Dancy, Development Project Manager, Office of Development Assistance
Staff Source/Legal Source: Jacob Cox, Manager, Office of Development Assistance / Brian Rulla, Assistant City Attorney
Outside Speaker:
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 6/7/2021

Regular Meeting: 6/14/2021

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

☒ Approve Item as proposed at Study Session

☐ Information Only

☐ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as proposed at Regular Meeting

☐ Approve Item with Waiver of Reconsideration

Why is a waiver needed?Click or tap here to enter text.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 5/25/2021

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Recommendation Report Attached

☒ Minutes Attached

☐ Minutes Not Available

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

The Velocity Metropolitan Districts Nos. 1-9 were approved by the City of Aurora in 2007. The district is located generally northeast of Harvest Road and 56th Avenue. Velocity Metropolitan District No. 9 is requesting that City Council approve the attached Amended and Restated Service Plan.

Velocity Metropolitan District No.9 is part of the Porteos Master Plan development. The Porteos development is entirely commercial and industrial, and no residential development is planned.

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

Velocity Metropolitan District No. 9 is requesting approval of an Amended and Restated Service Plan (attached) that increases the Districts' total debt issuance limitations from $100,000,000 to $195,000,000. The Service Plan Amendment is limited to this and does not otherwise amend the Service Plan. The District has outlined their financial plan in the transmittal letter (attached). This request is being made due to increasing costs and in anticipation of refinancing the Districts' outstanding bonds in the next 3-5 years to reduce long-term costs. This service plan will be approved by resolution.

The Vicinity Map and transmittal letter are attached to the Velocity Metropolitan District No. 1 item in this packet.

QUESTIONS FOR COUNCIL

Does Council wish to move this item forward to the June 14, 2021 Regular Meeting?

LEGAL COMMENTS

Title 32, Article 1, C.R.S., as amended, and Section 122-36(b) of the City Code each provide that material modifications to an approved metropolitan district service plan may be made by the board of directors of a district only by petition to and approval by the City Council in substantially the same manner as provided for in the approval for an original service plan.

Section 122-32 of the City Code requires that the City Council conduct a public hearing regarding approval of the proposed district and its service plan. Therefore, a public hearing is required prior to material modifications of the service plan pursuant to Section 122-36(b).

The approval of the Amended Intergovernmental Agreement requires a resolution pursuant to City Charter Section 10-12. (Rulla)

PUBLIC FINANCIAL IMPACT

☐ YES ☒ NO

If yes, explain:

PRIVATE FISCAL IMPACT

☐ Not Applicable ☒ Significant ☐ Nominal

If Significant or Nominal, explain: The Velocity No. 9 Metropolitan District is a Title 32 District which has the authority to levy a property tax within the boundaries of the District. Changes made to the service plan regarding debt limitation will have a private fiscal impact on the owners of such property. The proposed debt limit increase should benefit the owners of property within the District by allowing additional resources for infrastructure construction.

RESOLUTION NO. R2021-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE FIRST AMENDED AND RESTATED SERVICE PLAN FOR THE VELOCITY METROPOLITAN DISTRICT NO. 9 AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO AND THE DISTRICT

WHEREAS, pursuant to Section 32-1-204.5, C.R.S., as amended, and Section 122-29 of the City Code, the First Amended and Restated Service Plan (the "Service Plan") for the Velocity Metropolitan District No. 9 (the "District") has been submitted to the City Council (the "City Council") of the City of Aurora, Colorado (the "City"); and

WHEREAS, the City Council approved the original Service Plan (the "Original Service Plan") for the District on December 17, 2017 and the First Amendment (the "First Amendment") to the Original Service Plan on February 4, 2019; and

WHEREAS, the District would like to Amend and Restate the Service Plan and allow for the total debt issuance limitation of the District to be increased to $195,000,000 due to increased costs and in anticipation of refinancing outstanding bonds; and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, and Chapter 122 of the City Code, the City Council is to hold a public hearing on the Service Plan for the District; and

WHEREAS, notice of the hearing before the City Council was duly published in the *Aurora Sentinel*, a newspaper of general circulation within the City, as required by law, and mailed to all interested persons, the Division of Local Government, and the governing body of each municipality and title 32 district that has levied an ad valorem tax within the next preceding tax year and that has boundaries within a radius of three miles of the District; and

WHEREAS, the City Council has considered the Service Plan and all other testimony and evidence presented at the hearing; and

WHEREAS, the City Council finds that the Service Plan should be approved without conditions, as permitted by Sections 32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended, and Section 122-34(a) of the City Code; and

WHEREAS, the City Council further finds that it is in the best interests of the citizens of the City to enter into an Intergovernmental Agreement (the "IGA") with the District for the purpose of assigning the relative rights and responsibilities between the City and the District with respect to certain functions, operations, and obligations of the District; and

WHEREAS, Section 10-12 of the City Charter requires a resolution to authorize the execution of intergovernmental agreements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF

AURORA, COLORADO, THAT:

Section 1. The City Council hereby finds and determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, and Chapter 122 of the City Code relating to the filing of the Service Plan for the District have been fulfilled and that notice of the hearing was given in the time and manner required by law and that City Council has jurisdiction to act on the Service Plan.

Section 2. The City Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard and that evidence satisfactory to the City Council of each of the following was presented:

a. There is sufficient existing and projected need for organized service in the area to be serviced by the District;

b. The existing service in the area to be served by the District is inadequate for present and projected needs;

c. The District is capable of providing economical and sufficient service to the area within their proposed boundaries;

d. The area to be included in the District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;

e. Adequate service is not, or will not be, available to the area through the City, Arapahoe County, or other existing municipal or quasi-municipal corporations, including other existing title 32 districts, within a reasonable time and on a comparable basis;

f. The facility and service standards of the District is compatible with the facility and service standards of the City;

g. The proposed Service Plan is in substantial compliance with the comprehensive plan of the City as adopted pursuant to the City Code;

h. The proposed Service Plan is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area; and

i. The creation of the District will be in the best interests of the area proposed to be served.

Section 3. The City Council hereby approves the Service Plan for the District as submitted.

Section 4. The Mayor and the City Clerk are hereby authorized to execute, on behalf

of the City, the IGA in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

Section 5. The District shall not be authorized to incur any additional bonded indebtedness until such time as the District has approved and executed the IGA.

Section 6. This Resolution shall be filed in the records of the City and a certified copy thereof submitted to the petitioners for the District for the purpose of filing in the District Court of Adams County.

Section 7. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Resolution, are hereby rescinded.

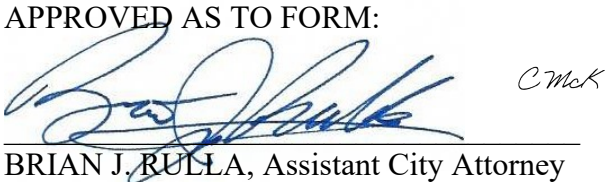
RESOLVED AND PASSED this ____ day of _____, 2021.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:



_____
BRIAN J. RULLA, Assistant City Attorney

FIRST AMENDED AND RESTATED

SERVICE PLAN

FOR

VELOCITY METROPOLITAN DISTRICT NO. 9

CITY OF AURORA, COLORADO

Prepared

by

ICENOGLE SEAVER POGUE, P.C.
4725 S. MONACO STREET, SUITE 360
DENVER, CO 80237

May 18, 2021

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LIST OF EXHIBITS

EXHIBIT A	Legal Descriptions
EXHIBIT B	Aurora Vicinity Map
EXHIBIT C-1	Current District Boundary Map
EXHIBIT C-2	Inclusion Area Boundary Map
EXHIBIT D	Intergovernmental Agreement between the District and Aurora

I. INTRODUCTION

A. Purpose and Intent.

The District was formed on June 6, 2008 following approval by the City Council of the District's original service plan, as subsequently amended.[1] The District is amending its original service plan due to increasing costs and to facilitate future funding and refinancing of the Public Improvements required to serve the Project. This Service Plan is intended to modify, replace, restate and superseded the original service plan, as amended, in its entirety.

The District is an independent unit of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Service Plan, its activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Service Plan. It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these Public Improvements.

The District is not being created to provide ongoing operations and maintenance services other than as specifically set forth in this Service Plan.

B. Need for the District.

There are currently no other governmental entities, including the City, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the City Regarding District's Service Plan.

The City's objective in approving the Service Plan for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for residential properties and at a tax mill levy no higher than the Maximum Debt Mill Levy for commercial and residential properties, and/or repaid by Fees, as long as such Fees are not imposed upon or collected from Taxable Property owned or occupied by an End User for the purpose of creating a capital cost payment obligation as further described in Section V.A. 11. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax and Fee burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

[1] The original service plan was approved by the City Council on December 17, 2007 and amended by a first amendment thereto approved by the City Council on February 4, 2019.

This Service Plan is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs. Operational activities are allowed, but only through an intergovernmental agreement with the City.

It is the intent of the District to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt, and if the District has authorized operating functions under an intergovernmental agreement with the City, to retain only the power necessary to impose and collect taxes or Fees to pay for these costs.

The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Fees or from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy on commercial and residential properties and which shall not exceed the Maximum Debt Mill Levy Imposition Term on residential properties. It is the intent of this Service Plan to assure to the extent possible that no commercial or residential property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no property developed for a residential use bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District. With regard to Regional Improvements, this Service Plan also provides for the Districts to pay a portion of the cost of regional infrastructure as part of ensuring that development and those that benefit from development pay for the associated costs.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Approved Development Plan: means a Framework Development Plan or other process established by the City for identifying, among other things, Public Improvements necessary for facilitating development for property within the Service Area as approved by the City pursuant to the City Code and as amended pursuant to the City Code from time to time.

ARI or Regional Improvements: means Aurora Regional Improvements.

ARI Authority: means one or more Authorities established by an ARI Authority Establishment Agreement.

ARI Establishment Agreement: means an intergovernmental agreement establishing an ARI Authority which has, at minimum, Title 32 special districts from three (3) or more Approved Development Plan areas as parties to the Agreement.

ARI Master Plan: means one or more master plans adopted by an ARI Authority establishing Regional Improvements which will benefit the taxpayers and service users of

the Districts which constitute such ARI Authority, which master plan will change from time to time.

ARI Mill Levy: means the following:

A. For districts with property within their boundaries developed with any residential uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20^{th}) year; and (ii) shall be five (5) mills from the twenty-first (21^{st}) year through the fortieth (40^{th}) year or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs; and (iii) for an additional ten (10) years, the mill levy shall be equal to the average debt service mill levy imposed by such district in the ten (10) years prior to the date of repayment of the debt incurred for Public Improvements other than Regional Improvements; and

B. For districts with property within their boundaries developed solely for commercial uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20^{th}) year; (ii) shall be one and one-half (1.5) mills from the twenty-first (21^{st}) year through the date of repayment of debt incurred for Public Improvements, other than Regional Improvements; and (iii) for five (5) years thereafter, the mill levy shall be the lesser of twenty (20) mills or a mill levy equal to the average debt service mill levy imposed by such district in the ten (10) years prior to the date of repayment of debt issued for Public Improvements, other than Regional Improvements; and

C. Any district may, pursuant to any intergovernmental agreement with the City, extend the term for application of the ARI Mill Levy beyond the years set forth in A and B above. The Maximum Mill Levy Imposition Term shall include the terms set forth in A and B above and any extension of the term as approved in an intergovernmental agreement as described herein.

D. All mills described in this ARI Mill Levy definition shall be subject to adjustment as follows: On or after January 1, 2004, if there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the one (1) mill levy described above may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes, for purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

Board: means the board of directors of the District.

Bond, Bonds or Debt: means bonds or other obligations for the payment of which the District has promised to impose an *ad valorem* property tax mill levy, and/or collect Fee revenue.

City: means the City of Aurora, Colorado.

City Code: means the City Code of the City of Aurora, Colorado.

City Council: means the City Council of the City of Aurora, Colorado.

Current District Boundaries: means the boundaries of the area described in the Current District Boundary Map.

District: means Velocity Metropolitan District No. 9.

Districts: means District No. 9 and District Nos. 1, 2, 3, 4, 5, 6, 7, and 8, collectively.

End User: means any owner, or tenant of any owner, of any taxable improvement within the Districts who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

External Financial Advisor: means a consultant that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Fee(s): means any fee imposed by the Districts for services, programs or facilities provided by the Districts, as described in Section V.A.11. below.

Financial Plan: means the combined Financial Plan of the Districts as described in Section VII which describes (i) how the Public Improvements are to be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

Inclusion Area Boundaries: means the boundaries of the area described in the Inclusion Area Boundary Map.

Inclusion Area Boundary Map: means the map attached hereto as **Exhibit C-2**, describing the property proposed for inclusion within one, but not any more than one, of the boundaries of the Districts.

Current District Boundary Map: means the map attached hereto as **Exhibit C-1**, describing the District's current boundaries.

Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt as set forth in Section VII.C below.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy on a particular property developed for residential uses as set forth in Section VII.D below.

Project: means the development or property commonly referred to as Porteos or Velocity.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act, except as specifically limited in Section V below to serve the future taxpayers and inhabitants of the Service Area as determined by the Board of the District.

Regional Improvements: means Public Improvements and facilities that benefit the Service Area and which are to be financed pursuant to Section VI below.

Service Area: means the property within the Current District Boundary Map and the Inclusion Area Boundary Map.

Service Plan: means this service plan for the District approved by City Council.

Service Plan Amendment: means an amendment to the Service Plan approved by City Council in accordance with the City's ordinance and the applicable state law.

Special District Act: means Section 32-1-101, et seq., of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real or personal property within the Service Area subject to ad valorem taxes imposed by the Districts.

III. BOUNDARIES

The area of the Current District Boundaries includes approximately one hundred sixty-nine (169) acres and the total area proposed to be included in the Inclusion Area Boundaries is approximately one thousand four hundred forty-seven (1,447) acres. A legal description of the Current District Boundaries and the Inclusion Area Boundaries is attached hereto as **Exhibit A**.

A vicinity map is attached hereto as **Exhibit B**. A map of the Current District Boundaries is attached hereto as **Exhibit C-1**, and a map of the Inclusion Area Boundaries is attached hereto as **Exhibit C-2**. It is anticipated that the District's boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Section 32-1-401, et seq., C.R.S., and Section 32-1-501, et seq., C.R.S., subject to the limitations set forth in Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately one thousand four hundred forty-seven (1,447) acres of commercial and industrial land. The current assessed valuation of the Service Area is $34,630,970.00 for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The population of the District at build-out is estimated to be approximately zero (0) people.

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Service Plan Amendment.

The District shall have the power and authority to provide the Public Improvements and related operation and maintenance services within and without the boundaries of the District as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

In connection with the performance of all acts or activities hereunder, the District shall not violate any protection clauses of the United States or Colorado State Constitutions. The District shall not discriminate against any person because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability, and further shall insert the foregoing provision in contracts or subcontracts let by the District to accomplish the purposes of this service plan.

1. Operations and Maintenance Limitation. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements to the City or other appropriate jurisdiction or owner's association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The Districts shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street

improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto. Any Fee imposed by the Districts for access to such park and recreation improvements shall not result in Non-District Aurora residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the Districts. However, the Districts shall be entitled to impose an administrative Fee as necessary to cover additional expenses associated with Non-District Aurora residents to ensure that such costs are not the responsibility of Districts residents. All such Fees shall be based upon the Districts' determination that such Fees do not exceed reasonable annual market fees for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the Districts shall be open to the general public and Non-District Aurora residents, subject to the rules and regulations of the Districts as adopted from time to time. Trails which are interconnected with a city or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the Districts.

2. Fire Protection Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction Limitation. Acknowledging that the City has financed public golf courses and desires to coordinate the construction of public golf courses in the City's boundaries, the District shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

5. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

8. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

9. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Fees used for the purpose of repayment of Debt.

10. Total Debt Issuance Limitation. The District shall not issue Debt in excess of One Hundred Ninety-Five Million Dollars ($195,000,000).

11. Fee Limitation. Each of the Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

12. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply

for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the District without any limitation.

13. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City, unless such consolidation is with one or more of the Districts.

14. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

15. Service Plan Amendment Requirement. This Service Plan has been designed with sufficient flexibility to enable the District to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the District which violate the limitations set forth in V.A.1-14 above or in VII.B-G. shall be deemed to be material modifications to this Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

B. Preliminary Engineering Survey.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the District, to be more specifically defined in an Approved Development Plan. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the Service Area and is approximately Six Hundred Million Dollars ($600,000,000).

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the City and shall be in accordance with the requirements of the Approved Development Plan. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

C. Multiple District Structure.

It is anticipated that the Districts, collectively, will undertake the financing and construction of the improvements contemplated herein. Specifically, the Districts shall enter into one or more intergovernmental agreements which shall govern the relationships between and among the Districts with respect to the financing, construction and operation of the improvements contemplated herein. The District will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements.

VI. REGIONAL IMPROVEMENTS

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of participation in the alternatives set forth in Section VI.A, B or C below.

The District shall impose the ARI Mill Levy and shall convey it as follows:

A. If the District has executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the terms of which provide for the City to appoint no less than thirty percent (30%) and no more than forty-nine percent (49%) of the board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

B. If the City and the District have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the District in accordance with such agreement; or

C. If neither Section VI.A nor VI.B above is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under this Section VI and shall not expend such revenue until an intergovernmental agreement is executed between the District establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the

intergovernmental agreement is not executed within two (2) years from the date of the approval of the Service Plan by the City and neither Section VI.A nor VI.B above have occurred within two (2) years from the date of the approval of the Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the District as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, the District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI. B above. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Section VI.A, B or C set forth above, unless the City has agreed otherwise in writing; provided, however in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. The District shall cease to be obligated to impose, collect and convey to the City the revenue from the ARI Mill Levy described in this Section VI at such time as the area within the District's boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements. The Porteos Business Improvement District shall not be a Business Improvement District for purposes of this paragraph.

The District shall have the authority to issue Debt for the Regional Improvements, in an amount not to exceed Seventy-Five Million Dollars ($75,000,000) pursuant to agreements as described in VI.A, B or C above.

VII. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy and other legally available revenues. The total Debt that the District shall be permitted to issue shall not exceed One Hundred Ninety-Five Million Dollars ($195,000,000) and shall be permitted to be issued on a schedule and in such year or years as the District determine shall meet the needs of the Financial Plan referenced above and phased to serve

XI. INTERGOVERNMENTAL AGREEMENT

The form of the intergovernmental agreement required by the City Code, relating to the limitations imposed on the District's activities, is attached hereto as **Exhibit D**. The District shall approve the intergovernmental agreement in the form attached as **Exhibit D** at its first Board meeting after its organizational election. Failure of the District to execute the intergovernmental agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The City Council shall approve the intergovernmental agreement in the form attached as **Exhibit D** at the public hearing approving the Service Plan.

XII. CONCLUSION

It is submitted that this Service Plan for the District, as required by Section 32-1-203(2), C.R.S., and Section 122-35 of the City Code, establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;

2. The existing service in the area to be served by the District is inadequate for present and projected needs;

3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries; and

4. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

5. Adequate service is not, and will not be, available to the area through the City or county or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.

6. The facility and service standards of the District are compatible with the facility and service standards of the City within which the special district is to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.

7. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the City Code.

8. The proposal is in compliance with any duly adopted City, regional or state long-range water quality management plan for the area.

9. The creation of the District is in the best interests of the area proposed to be served.

development as it occurs. All bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including general ad valorem taxes and Fees to be imposed upon all Taxable Property within the District. The District will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy.

The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

1. For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 below; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

2. For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

3. For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 above, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

D. Maximum Debt Mill Levy Imposition Term.

The District shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI. Other than the ARI Mill Levy, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

E. Debt Repayment Sources.

The District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance. The District may also rely upon various other revenue sources authorized by law. At the District's discretion, these may include the power to assess fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(l), C.R.S., as amended from time to time. In no event shall the debt service mill levy in the District exceed the Maximum Debt Mill Levy or, for residential property within the District, the Maximum Debt Mill Levy Imposition Term, except pursuant to an intergovernmental agreement between the District and the City for Regional Improvements.

F. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

> By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

G. Security for Debt.

The District shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the City of payment of any of the District's obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

H. TABOR Compliance.

The District will comply with the provisions of TABOR. In the discretion of the Board, the District may set up other qualifying entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by the District will remain under the control of the District's Board.

I. District's Operating Costs.

The cost of acquiring land, engineering services, legal services and administrative services, together with the costs of the District's organization and initial operations, have been reimbursed from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The current year's operating budget is Twenty-Eight Thousand Nine Hundred Thirty-Two Dollars ($28,932) which is derived from property taxes and other revenues.

The Maximum Debt Mill Levy for the repayment of Debt shall not apply to the District's ability to increase its mill levy as necessary for provision of operation and maintenance services to its taxpayers and service users.

VIII. ANNUAL REPORT

A. General.

The District shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.

2. Intergovernmental Agreements with other governmental entities, either entered into or proposed as of December 31 of the prior year.

3. Copies of the District's rules and regulations, if any as of December 31 of the prior year.

4. A summary of any litigation which involves the District Public Improvements as of December 31 of the prior year.

5. Status of the District's construction of the Public Improvements as of December 31 of the prior year.

6. A list of all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of December 31 of the prior year.

7. The assessed valuation of the District for the current year.

8. Current year budget including a description of the Public Improvements to be constructed in such year.

9. Audit of the District's financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.

10. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.

11. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

IX. DISSOLUTION

Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

X. DISCLOSURE TO PURCHASERS

The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, Fees, tolls and charges. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

EXHIBIT A

Legal Descriptions

DIRECTOR PARCEL – VELOCITY METROPOLITAN DISTRICT NO. 9
SW 1/4 SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST, 6TH P.M.

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND CONSIDERING THE WEST LINE OF SAID SOUTHWEST QUARTER, BEING MONUMENTED AS SHOWN ON THE ATTACHED EXHIBIT, TO BEAR NORTH 00°37'54" WEST, 2651.38 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 00°37'54" WEST ALONG SAID WEST LINE, A DISTANCE OF 480.00 FEET;

THENCE NORTH 89°22'06" EAST, A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00°37'54" WEST, A DISTANCE OF 105.00 FEET;

THENCE NORTH 89°22'06" EAST, A DISTANCE OF 105.00 FEET TO A POINT ON THE EASTERLY LINE OF THAT PUBLIC SERVICE COMPANY OF COLORAD EASEMENT AS DECSCRIBED IN DEED RECORDED IN BOOK 5364 AT PAGE 596 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;

THENCE SOUTH 00°37'54" EAST ALONG SAID EASTERLY LINE, A DISTANCE OF 105.00 FEET;

THENCE SOUTH 89°22'06" WEST, A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING,

SAID PARCEL CONTAINING A CALCULATED AREA OF 11,025 SQUARE FEET OR 0.253 ACRE, MORE OR LESS.

THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

I, WILLIAM F. HESSELBACH JR., A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING

WILLIAM F. HESSELBACH JR., P.L.S. 25389
FOR AND ON BEHALF OF
CVL CONSULTANTS OF COLORADO, INC.
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112

A PARCEL OF LAND BEING ALL OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION 4, THE SOUTH ONE-HALF (S ½) OF SECTION 5, THE NORTH ONE-HALF (N ½) OF SECTION 8, A PART OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 8 AND THE WEST ONE-HALF (W ½) OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 5; THENCE S89°40'05"E, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5, A DISTANCE OF 2659.06 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF SAID SECTION 5;
THENCE S89°40'05"E, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 5, A DISTANCE OF 2655.55 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST ONE-QUARTER OF SAID SECTION 5,
THENCE N89°42'57"E, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 4, A DISTANCE OF 2640.56 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF SAID SECTION 4,

THENCE S00°30'38"E, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 2674.79 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF SAID SECTION 9;
THENCE S00°26'59"E, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 2643.86 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF SAID SECTION 9;

THENCE S00°26'59"E , ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 2649.32 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 9;

THENCE S89°57'02"W, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 2639.17 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST ONE-QUARTER OF SAID SECTION 9;
THENCE N00°37'57"W, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 2651.44 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 8;
THENCE N89°43'56"W, ALONG THE SOUTH LINE OF SAID NORTHEAST ONE-QUARTER OF SAID SECTION 8, A DISTANCE OF 2651.88 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 8;
THENCE S00°37'45"E, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 8, A DISTANCE OF 2544.11 FEET TO A POINT 110.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 8;

THENCE N89°47'21"W, PARALLEL WITH AND 110.00 FEET NORTH OF SAID SOUTH LINE, A DISTANCE OF 2651.98 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 8;
THENCE N00°47'40"W, ALONG THE SAID WEST LINE, A DISTANCE OF 2546.87 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 8;

THENCE N00°46'20"W, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 8, A DISTANCE OF 2655.83 FEET TO THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 8;
THENCE N00°06'30"W, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 5, A DISTANCE OF 2655.98 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 1,286.909 ACRES (56,057,763 SQ. FT.) OF LAND MORE OR LESS.

PREPARED BY:
JANET A. CALDWELL, P.L.S. 29027
FOR AND ON BEHALF OF THE LUND PARTNERSHIP, INC.
12265 W. BAYAUD AVE., SUITE 130
LAKEWOOD, COLORADO 80228

WITH THE EXCEPTION OF:

A PARCEL OF LAND BEING, A PART OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ONE-QUARTER CORNER OF SAID SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9; THENCE N87°41'49"W, A DISTANCE OF 1753.98 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE S89°57'02"W, PARALLEL WITH AND 72 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9, A DISTANCE OF 210.00 FEET; THENCE N00°26'50"W, PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9, A DISTANCE OF 210.00 FEET; THENCE N89°57'02"E, PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 210.00 FEET; THENCE S00°26'50"E, PARALLEL WITH SAID EAST LINE, A DISTANCE OF 210.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 1.012 ACRES (44,100 SQ. FT.) OF LAND MORE OR LESS.

THE BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING S89°57'02"W BETWEEN A 3-1/4" ALUMINUM CAP STAMPED "LS 13239" AT THE SOUTH ONE-QUARTER CORNER AND A 3" BRASS CAP STAMPED "LS 13327" AT THE SOUTHWEST CORNER.

A PARCEL OF LAND TO BE KNOWN AS LOT 1, BLOCK 1, PORTEOS SUBDIVISION FILING NO. 1, LOCATED IN THE SOUTH HALF OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 5; THENCE ALONG THE WESTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5, S00°15'26"W A DISTANCE OF 42.00 FEET TO THE POINT OF BEGINNING; THENCE ON A LINE 42.00' SOUTHERLY OF AND PARALLEL TO THE NORTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5, S89°40'06"E A DISTANCE OF 670.84 FEET; THENCE S00°00'00"E A DISTANCE OF 1454.02 FEET; THENCE N89°40'06"W A DISTANCE OF 841.44 FEET; THENCE 719.91 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1395.00 FEET, A CENTRAL ANGLE OF 29°34'06" AND A CHORD WHICH BEARS N44°13'42"W A DISTANCE OF 711.95 FEET; THENCE N59°00'45"W A DISTANCE OF 962.38 FEET; THENCE N89°40'09"W A DISTANCE OF 73.17 FEET; THENCE N00°19'51"E A DISTANCE OF 435.99 FEET TO A POINT OF CURVATURE; THENCE 31.42 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND A CHORD WHICH BEARS N45°19'51"E A DISTANCE OF 28.28 FEET; THENCE ALONG A LINE THAT IS 42.00 FEET SOUTHERLY OF AND PARALLEL TO THE NORTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5, S89°40'09"E A DISTANCE OF 1542.79 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 2,408,878 SQUARE FEET (55.300 ACRES) MORE OR LESS

BASIS OF BEARINGS

BEARINGS ARE BASED ON BEARINGS ARE BASED ON THE NORTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND ASSUMED TO BEAR S89°40'09"E AS MONUMENTED BY A FOUND 3 ¼" ALUMINUM CAP PLS # 23527 AT THE WEST QUARTER CORNER AND A FOUND 3 ¼" ALUMINUM CAP PLS # 27275 AT THE CENTER QUARTER CORNER.

A PARCEL OF LAND BEING, A PART OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ONE-QUARTER CORNER OF SAID SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9; THENCE N87°22'37"W, A DISTANCE OF 1544.19 FEET TO THE TRUE POINT OF BEGINNING; THENCE S89°57'02"W, PARALLEL WITH AND 72 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9, A DISTANCE OF 210.00 FEET; THENCE N00°26'50"W, PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9, A DISTANCE OF 210.00 FEET; THENCE N89°57'02"E, PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 210.00 FEET; THENCE S00°26'50"E, PARALLEL WITH SAID EAST LINE, A DISTANCE OF 210.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1.012 ACRES (44,100 SQ. FT.) OF LAND MORE OR LESS.

THE BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING S89°57'02"W BETWEEN A 3-1/4" ALUMINUM CAP STAMPED "LS 13239" AT THE SOUTH ONE-QUARTER CORNER AND A 3" BRASS CAP STAMPED "LS 13327" AT THE SOUTHWEST CORNER.

A PARCEL OF LAND BEING, A PART OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ONE-QUARTER CORNER OF SAID SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9; THENCE N86°57'24"W, A DISTANCE OF 1334.45 FEET TO THE TRUE POINT OF BEGINNING; THENCE S89°57'02"W, PARALLEL WITH AND 72 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9, A DISTANCE OF 210.00 FEET; THENCE N00°26'50"W, PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9, A DISTANCE OF 210.00 FEET; THENCE N89°57'02"E, PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 210.00 FEET; THENCE S00°26'50"E, PARALLEL WITH SAID EAST LINE, A DISTANCE OF 210.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1.012 ACRES (44,100 SQ. FT.) OF LAND MORE OR LESS.

THE BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING S89°57'02"W BETWEEN A 3-1/4" ALUMINUM CAP STAMPED "LS 13239" AT THE SOUTH ONE-QUARTER CORNER AND A 3" BRASS CAP STAMPED "LS 13327" AT THE SOUTHWEST CORNER.

A PARCEL OF LAND BEING, A PART OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ONE-QUARTER CORNER OF SAID SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9; THENCE N86°22'46"W, A DISTANCE OF 1124.81 FEET TO THE TRUE POINT OF BEGINNING; THENCE S89°57'02"W, PARALLEL WITH AND 72 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9, A DISTANCE OF 210.00 FEET; THENCE N00°26'50"W, PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9, A DISTANCE OF 210.00 FEET; THENCE N89°57'02"E, PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 210.00 FEET; THENCE S00°26'50"E, PARALLEL WITH SAID EAST LINE, A DISTANCE OF 210.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1.012 ACRES (44,100 SQ. FT.) OF LAND MORE OR LESS.

THE BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING S89°57'02"W BETWEEN A 3-1/4" ALUMINUM CAP STAMPED "LS 13239" AT THE SOUTH ONE-QUARTER CORNER AND A 3" BRASS CAP STAMPED "LS 13327" AT THE SOUTHWEST CORNER.

A PARCEL OF LAND BEING, A PART OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ONE-QUARTER CORNER OF SAID SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9; THENCE N85°32'17"W, A DISTANCE OF 915.34 FEET TO THE TRUE POINT OF BEGINNING; THENCE S89°57'02"W, PARALLEL WITH AND 72 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9, A DISTANCE OF 210.00 FEET; THENCE N00°26'50"W, PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9, A DISTANCE OF 210.00 FEET; THENCE N89°57'02"E, PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 210.00 FEET; THENCE S00°26'50"E, PARALLEL WITH SAID EAST LINE, A DISTANCE OF 210.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1.012 ACRES (44,100 SQ. FT.) OF LAND MORE OR LESS.

THE BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING S89°57'02"W BETWEEN A 3-1/4" ALUMINUM CAP STAMPED "LS 13239" AT THE SOUTH ONE-QUARTER CORNER AND A 3" BRASS CAP STAMPED "LS 13327" AT THE SOUTHWEST CORNER.

A PARCEL OF LAND BEING, A PART OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ONE-QUARTER CORNER OF SAID SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9; THENCE N84°11'51"W, A DISTANCE OF 706.19 FEET TO THE TRUE POINT OF BEGINNING; THENCE S89°57'02"W, PARALLEL WITH AND 72 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9, A DISTANCE OF 210.00 FEET; THENCE N00°26'50"W, PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9, A DISTANCE OF 210.00 FEET; THENCE N89°57'02"E, PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 210.00 FEET; THENCE S00°26'50"E, PARALLEL WITH SAID EAST LINE, A DISTANCE OF 210.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1.012 ACRES (44,100 SQ. FT.) OF LAND MORE OR LESS.

THE BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING S89°57'02"W BETWEEN A 3-1/4" ALUMINUM CAP STAMPED "LS 13239" AT THE SOUTH ONE-QUARTER CORNER AND A 3" BRASS CAP STAMPED "LS 13327" AT THE SOUTHWEST CORNER.

A PARCEL OF LAND BEING, A PART OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ONE-QUARTER CORNER OF SAID SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9; THENCE N81°43'56"W, A DISTANCE OF 497.73 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE S89°57'02"W, PARALLEL WITH AND 72 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9, A DISTANCE OF 210.00 FEET; THENCE N00°26'50"W, PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9, A DISTANCE OF 210.00 FEET; THENCE N89°57'02"E, PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 210.00 FEET; THENCE S00°26'50"E, PARALLEL WITH SAID EAST LINE, A DISTANCE OF 210.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 1.012 ACRES (44,100 SQ. FT.) OF LAND MORE OR LESS.

THE BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING S89°57'02"W BETWEEN A 3-1/4" ALUMINUM CAP STAMPED "LS 13239" AT THE SOUTH ONE-QUARTER CORNER AND A 3" BRASS CAP STAMPED "LS 13327" AT THE SOUTHWEST CORNER.

A PARCEL OF LAND BEING, A PART OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ONE-QUARTER CORNER OF SAID SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9; THENCE N75°45'03"W, A DISTANCE OF 291.53 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE S89°57'02"W, PARALLEL WITH AND 72 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9, A DISTANCE OF 210.00 FEET; THENCE N00°26'50"W, PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9, A DISTANCE OF 210.00 FEET; THENCE N89°57'02"E, PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 210.00 FEET; THENCE S00°26'50"E, PARALLEL WITH SAID EAST LINE, A DISTANCE OF 210.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 1.012 ACRES (44,100 SQ. FT.) OF LAND MORE OR LESS.

THE BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING S89°57'02"W BETWEEN A 3-1/4" ALUMINUM CAP STAMPED "LS 13239" AT THE SOUTH ONE-QUARTER CORNER AND A 3" BRASS CAP STAMPED "LS 13327" AT THE SOUTHWEST CORNER.

DISTRICT PARCEL 1

A PARCEL OF LAND BEING, A PART OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ONE-QUARTER CORNER OF SAID SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9; THENCE N87°41'49"W, A DISTANCE OF 1753.98 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE S89°57'02"W, PARALLEL WITH AND 72 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9, A DISTANCE OF 210.00 FEET; THENCE N00°26'50"W, PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9, A DISTANCE OF 210.00 FEET; THENCE N89°57'02"E, PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 210.00 FEET; THENCE S00°26'50"E, PARALLEL WITH SAID EAST LINE, A DISTANCE OF 210.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 1.012 ACRES (44,100 SQ. FT.) OF LAND MORE OR LESS.

THE BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING S89°57'02"W BETWEEN A 3-1/4" ALUMINUM CAP STAMPED "LS 13239" AT THE SOUTH ONE-QUARTER CORNER AND A 3" BRASS CAP STAMPED "LS 13327" AT THE SOUTHWEST CORNER.

PREPARED BY:
JANET A. CALDWELL, P.L.S. 29027
FOR AND ON BEHALF OF THE LUND PARTNERSHIP, INC.
12265 W. BAYAUD AVE., SUITE 130
LAKEWOOD, COLORADO 80228
OCTOBER 24, 2007

DISTRICT PARCEL 2

A PARCEL OF LAND BEING, A PART OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ONE-QUARTER CORNER OF SAID SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9; THENCE N87°22'37"W, A DISTANCE OF 1544.19 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE S89°57'02"W, PARALLEL WITH AND 72 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9, A DISTANCE OF 210.00 FEET; THENCE N00°26'50"W, PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9, A DISTANCE OF 210.00 FEET; THENCE N89°57'02"E, PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 210.00 FEET; THENCE S00°26'50"E, PARALLEL WITH SAID EAST LINE, A DISTANCE OF 210.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 1.012 ACRES (44,100 SQ. FT.) OF LAND MORE OR LESS.

THE BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING S89°57'02"W BETWEEN A 3-1/4" ALUMINUM CAP STAMPED "LS 13239" AT THE SOUTH ONE-QUARTER CORNER AND A 3" BRASS CAP STAMPED "LS 13327" AT THE SOUTHWEST CORNER.

PREPARED BY:
JANET A. CALDWELL, P.L.S. 29027
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OCTOBER 24, 2007

DISTRICT PARCEL 3

A PARCEL OF LAND BEING, A PART OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ONE-QUARTER CORNER OF SAID SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9; THENCE N86°57'24"W, A DISTANCE OF 1334.45 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE S89°57'02"W, PARALLEL WITH AND 72 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9, A DISTANCE OF 210.00 FEET; THENCE N00°26'50"W, PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9, A DISTANCE OF 210.00 FEET; THENCE N89°57'02"E, PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 210.00 FEET; THENCE S00°26'50"E, PARALLEL WITH SAID EAST LINE, A DISTANCE OF 210.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 1.012 ACRES (44,100 SQ. FT.) OF LAND MORE OR LESS.

THE BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING S89°57'02"W BETWEEN A 3-1/4" ALUMINUM CAP STAMPED "LS 13239" AT THE SOUTH ONE-QUARTER CORNER AND A 3" BRASS CAP STAMPED "LS 13327" AT THE SOUTHWEST CORNER.

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OCTOBER 24, 2007

DISTRICT PARCEL 4

A PARCEL OF LAND BEING, A PART OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ONE-QUARTER CORNER OF SAID SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9; THENCE N86°22'46"W, A DISTANCE OF 1124.81 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE S89°57'02"W, PARALLEL WITH AND 72 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9, A DISTANCE OF 210.00 FEET; THENCE N00°26'50"W, PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9, A DISTANCE OF 210.00 FEET; THENCE N89°57'02"E, PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 210.00 FEET; THENCE S00°26'50"E, PARALLEL WITH SAID EAST LINE, A DISTANCE OF 210.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 1.012 ACRES (44,100 SQ. FT.) OF LAND MORE OR LESS.

THE BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING S89°57'02"W BETWEEN A 3-1/4" ALUMINUM CAP STAMPED "LS 13239" AT THE SOUTH ONE-QUARTER CORNER AND A 3" BRASS CAP STAMPED "LS 13327" AT THE SOUTHWEST CORNER.

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OCTOBER 24, 2007

DISTRICT PARCEL 5

A PARCEL OF LAND BEING, A PART OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ONE-QUARTER CORNER OF SAID SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9; THENCE N85°32'17"W, A DISTANCE OF 915.34 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE S89°57'02"W; PARALLEL WITH AND 72 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9, A DISTANCE OF 210.00 FEET; THENCE N00°26'50"W, PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9, A DISTANCE OF 210.00 FEET; THENCE N89°57'02"E, PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 210.00 FEET; THENCE S00°26'50"E, PARALLEL WITH SAID EAST LINE, A DISTANCE OF 210.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 1.012 ACRES (44,100 SQ. FT.) OF LAND MORE OR LESS.

THE BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING S89°57'02"W BETWEEN A 3-1/4" ALUMINUM CAP STAMPED "LS 13239" AT THE SOUTH ONE-QUARTER CORNER AND A 3" BRASS CAP STAMPED "LS 13327" AT THE SOUTHWEST CORNER.

PREPARED BY:
JANET A. CALDWELL, P.L.S. 29027
FOR AND ON BEHALF OF THE LUND PARTNERSHIP, INC.
12265 W. BAYAUD AVE., SUITE 130
LAKEWOOD, COLORADO 80228
OCTOBER 24, 2007

DISTRICT PARCEL 6

A PARCEL OF LAND BEING, A PART OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ONE-QUARTER CORNER OF SAID SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9; THENCE N84°11'51"W, A DISTANCE OF 706.19 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE S89°57'02"W, PARALLEL WITH AND 72 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9, A DISTANCE OF 210.00 FEET; THENCE N00°26'50"W, PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9, A DISTANCE OF 210.00 FEET; THENCE N89°57'02"E, PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 210.00 FEET; THENCE S00°26'50"E, PARALLEL WITH SAID EAST LINE, A DISTANCE OF 210.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 1.012 ACRES (44,100 SQ. FT.) OF LAND MORE OR LESS.

THE BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING S89°57'02"W BETWEEN A 3-1/4" ALUMINUM CAP STAMPED "LS 13239" AT THE SOUTH ONE-QUARTER CORNER AND A 3" BRASS CAP STAMPED "LS 13327" AT THE SOUTHWEST CORNER.

PREPARED BY:
JANET A. CALDWELL, P.L.S. 29027
FOR AND ON BEHALF OF THE LUND PARTNERSHIP, INC.
12265 W. BAYAUD AVE., SUITE 130
LAKEWOOD, COLORADO 80228
OCTOBER 24, 2007

DISTRICT PARCEL 7

A PARCEL OF LAND BEING, A PART OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ONE-QUARTER CORNER OF SAID SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9; THENCE N81°43'56"W, A DISTANCE OF 497.73 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE S89°57'02"W, PARALLEL WITH AND 72 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9, A DISTANCE OF 210.00 FEET; THENCE N00°26'50"W, PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9, A DISTANCE OF 210.00 FEET; THENCE N89°57'02"E, PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 210.00 FEET; THENCE S00°26'50"E, PARALLEL WITH SAID EAST LINE, A DISTANCE OF 210.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 1.012 ACRES (44,100 SQ. FT.) OF LAND MORE OR LESS.

THE BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING S89°57'02"W BETWEEN A 3-1/4" ALUMINUM CAP STAMPED "LS 13239" AT THE SOUTH ONE-QUARTER CORNER AND A 3" BRASS CAP STAMPED "LS 13327" AT THE SOUTHWEST CORNER.

PREPARED BY:
JANET A. CALDWELL, P.L.S. 29027
FOR AND ON BEHALF OF THE LUND PARTNERSHIP, INC.
12265 W. BAYAUD AVE., SUITE 130
LAKEWOOD, COLORADO 80228
OCTOBER 24, 2007

DISTRICT PARCEL 8

A PARCEL OF LAND BEING, A PART OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ONE-QUARTER CORNER OF SAID SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9; THENCE N75°45'03"W, A DISTANCE OF 291.53 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE S89°57'02"W, PARALLEL WITH AND 72 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9, A DISTANCE OF 210.00 FEET; THENCE N00°26'50"W, PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9, A DISTANCE OF 210.00 FEET; THENCE N89°57'02"E, PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 210.00 FEET; THENCE S00°26'50"E, PARALLEL WITH SAID EAST LINE, A DISTANCE OF 210.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 1.012 ACRES (44,100 SQ. FT.) OF LAND MORE OR LESS.

THE BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING S89°57'02"W BETWEEN A 3-1/4" ALUMINUM CAP STAMPED "LS 13239" AT THE SOUTH ONE-QUARTER CORNER AND A 3" BRASS CAP STAMPED "LS 13327" AT THE SOUTHWEST CORNER.

PREPARED BY:
JANET A. CALDWELL, P.L.S. 29027
FOR AND ON BEHALF OF THE LUND PARTNERSHIP, INC.
12265 W. BAYAUD AVE., SUITE 130
LAKEWOOD, COLORADO 80228
OCTOBER 24, 2007

A PARCEL OF LAND BEING, A PART OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ONE-QUARTER CORNER OF SAID SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9; THENCE N45°14'53"W, A DISTANCE OF 102.18 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE S89°57'02"W, PARALLEL WITH AND 72 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9, A DISTANCE OF 210.00 FEET; THENCE N00°26'50"W, PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 9, A DISTANCE OF 210.00 FEET; THENCE N89°57'02"E, PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 210.00 FEET; THENCE S00°26'50"E, PARALLEL WITH SAID EAST LINE, A DISTANCE OF 210.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 1.012 ACRES (44,100 SQ. FT.) OF LAND MORE OR LESS.

THE BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING S89°57'02"W BETWEEN A 3-1/4" ALUMINUM CAP STAMPED "LS 13239" AT THE SOUTH ONE-QUARTER CORNER AND A 3" BRASS CAP STAMPED "LS 13327" AT THE SOUTHWEST CORNER.

PREPARED BY:
JANET A. CALDWELL, P.L.S. 29027
FOR AND ON BEHALF OF THE LUND PARTNERSHIP, INC.
12265 W. BAYAUD AVE., SUITE 130
LAKEWOOD, COLORADO 80228

EXCEPTING AND EXCLUDING THE FOLLOWING PARCELS

PARCEL PA-1

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN SAID POINT BEING THE POINT OF BEGINNING;
THENCE ALONG THE NORTHERLY LINE OF THE SAID SOUTHWEST QUARTER S89°40'09"E A DISTANCE OF 1012.71 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF JACKSON GAP STREET RECORDED NOVEMBER 01, 2013 AT RECEPTION NO. 2013000094501;
THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE S00°19'51"W A DISTANCE OF 747.04 FEET TO A POINT OF CURVATURE;
THENCE 336.65 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 792.00 FEET, A CENTRAL ANGLE OF 24°21'15" AND A CHORD WHICH BEARS S11°50'47"E A DISTANCE OF 334.12 FEET;
THENCE S54°07'43"W A DISTANCE OF 331.06 FEET;
THENCE N89°59'19"W A DISTANCE OF 806.30 FEET TO A POINT ON THE WESTERLY LINE OF SAID SOUTHWEST QUARTER OF SECTION 5;
THENCE ALONG SAID WESTERLY LINE N00°06'29"W A DISTANCE OF 1273.71 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARINGS

BEARINGS ARE BASED ON BEARINGS ARE BASED ON THE NORTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND ASSUMED TO BEAR S89°40'09"E AS MONUMENTED BY A FOUND 3 ¼" ALUMINUM CAP PLS # 23527 AT THE WEST QUARTER CORNER AND A FOUND 3 ¼" ALUMINUM CAP PLS # 27275 AT THE CENTER QUARTER CORNER.

PARCEL PA-2

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN THENCE ALONG THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5, S00°06'29"E A DISTANCE OF 1273.71 FEET TO THE POINT OF BEGINNING;
THENCE S89°59'19"E A DISTANCE OF 806.30 FEET;
THENCE N54°07'43"E A DISTANCE OF 331.06 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF JACKSON GAP STREET RECORDED NOVEMBER 01, 2013 AT RECEPTION NO. 2013000094501;
THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) CONSECUTIVE COURSES;
1.) 483.65 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 792.00 FEET, A CENTRAL ANGLE OF 34°59'20" AND A CHORD WHICH BEARS S41°31'05"E A DISTANCE OF 476.17 FEET TO A POINT OF TANGENCY;

2.) THENCE S59°00'45"E A DISTANCE OF 294.80 FEET TO A POINT OF CURVATURE;
3.) THENCE 731.86 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 708.00 FEET, A CENTRAL ANGLE OF 59°13'35" AND A CHORD WHICH BEARS S29°23'57"E A DISTANCE OF 699.70 FEET;
4.) THENCE S00°12'50"W A DISTANCE OF 465.46 FEET;
THENCE N89°47'10"W A DISTANCE OF 1982.08 FEET TO A POINT ON THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5;
THENCE ALONG SAID WESTERLY LINE OF SECTION 5 N00°06'29"W A DISTANCE OF 1382.14 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 58.322 ACRES (2,540,502 SQ. FT.), MORE OR LESS.

BASIS OF BEARINGS

BEARINGS ARE BASED ON BEARINGS ARE BASED ON THE NORTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND ASSUMED TO BEAR S89°40'09"E AS MONUMENTED BY A FOUND 3 ¼" ALUMINUM CAP PLS # 23527 AT THE WEST QUARTER CORNER AND A FOUND 3 ¼" ALUMINUM CAP PLS # 27275 AT THE CENTER QUARTER CORNER.

PARCEL PA-3

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN THENCE ALONG THE NORTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5, S89°40'09"E A DISTANCE OF 1096.71 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE EXTENDED OF JACKSON GAP STREET RECORDED NOVEMBER 01, 2013 AT RECEPTION NO. 2013000094501; THENCE S00°19'51"W ALONG SAID RIGHT-OF-WAY LINE EXTENDED A DISTANCE OF 497.99 FEET TO THE SOUTHWESTERLY MOST CORNER OF LOT 1, BLOCK 1, PORTEOS SUBDIVISION FILING NO. 1 RECORDED NOVEMBER 01, 2013 AT RECEPTION NO. 2013000094501 AND THE POINT OF BEGINNING;
THENCE ALONG THE SOUTHWESTERLY MOST LINE OF SAID LOT 1, BLOCK 1 THE FOLLOWING THREE (3) CONSECUTIVE COURSES;
1.) S89°40'09"E A DISTANCE OF 73.17 FEET;
2.) THENCE S59°00'45"E A DISTANCE OF 962.38 FEET TO A POINT OF CURVATURE;
3.) THENCE 719.95 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1395.00 FEET, A CENTRAL ANGLE OF 29°34'06" AND A CHORD WHICH BEARS S44°13'42"E A DISTANCE OF 711.95 FEET;
THENCE 701.78 FEET CONTINUING ALONG SAID ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1395.00 FEET, A CENTRAL ANGLE OF 28°49'25" AND A CHORD WHICH BEARS S15°01'56"E A DISTANCE OF 694.40 FEET
THENCE S00°15'37"E A DISTANCE OF 486.04 FEET;
THENCE S00°37'40"E A DISTANCE OF 29.45 FEET;
THENCE 248.49 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 14°14'14" AND A CHORD WHICH BEARS N82°40'03"W A DISTANCE OF 247.85 FEET TO A POINT OF TANGENCY;
THENCE N89°47'10"W A DISTANCE OF 354.35 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID JACKSON GAP STREET;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) CONSECUTIVE COURSES;
1.) N00°12'50"E A DISTANCE OF 465.46 FEET TO A POINT OF CURVATURE;
2.) THENCE 818.69 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 792.00 FEET, A CENTRAL ANGLE OF 59°13'35" AND A CHORD WHICH BEARS N29°23'57"W A DISTANCE OF 782.72 FEET;
3.) THENCE N59°00'45"W A DISTANCE OF 294.80 FEET TO A POINT OF CURVATURE;
4.) THENCE 733.30 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 708.00 FEET, A CENTRAL ANGLE OF 59°20'35" AND A CHORD WHICH BEARS N29°20'27"W A DISTANCE OF 700.96 FEET;
2.) THENCE N00°19'51"E A DISTANCE OF 249.04 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 33.282 ACRES (1,449,780 SQ. FT.), MORE OR LESS.

BASIS OF BEARINGS

BEARINGS ARE BASED ON BEARINGS ARE BASED ON THE NORTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND ASSUMED TO BEAR S89°40'09"E AS MONUMENTED BY A FOUND 3 ¼" ALUMINUM CAP PLS # 23527 AT THE WEST QUARTER CORNER AND A FOUND 3 ¼" ALUMINUM CAP PLS # 27275 AT THE CENTER QUARTER CORNER.

PARCEL PA-5

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 5, AND THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN THENCE ALONG THE NORTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5, S89°40'06"E A DISTANCE OF 671.03 FEET TH THE POINT OF BEGINNING;
THENCE CONTINUING ALONG THE SAID NORTHERLY LINE OF SECTION 5, S89°40'06"E A DISTANCE OF 1767.81 FEET;
THENCE S00°02'15"W A DISTANCE OF 468.87 FEET TO A POINT OF CURVATURE;
THENCE 260.23 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 29°49'13" AND A CHORD WHICH BEARS S14°52'22"E A DISTANCE OF 257.30 FEET TO A POINT OF TANGENCY;
THENCE S29°46'58"E A DISTANCE OF 324.40 FEET TO A POINT OF CURVATURE;
THENCE 260.00 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 29°47'39" AND A CHORD WHICH BEARS S14°53'09"E A DISTANCE OF 257.08 FEET TO A POINT OF TANGENCY;
THENCE S00°00'41"W A DISTANCE OF 1305.23 FEET;
THENCE S89°53'52"W A DISTANCE OF 2719.92 FEET;
THENCE N00°15'37"W A DISTANCE OF 406.10 FEET TO A POINT OF CURVATURE;
THENCE 701.78 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1395.00 FEET, A CENTRAL ANGLE OF 28°49'25" AND A CHORD WHICH BEARS N15°01'56"W A DISTANCE OF 694.40 FEET;
THENCE S89°40'06"E A DISTANCE OF 841.44 FEET; THENCE N00°00'00"W A DISTANCE OF 1496.02 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 132.480 ACRES (5,770,826 SQ. FT.), MORE OR LESS.

BASIS OF BEARINGS

BEARINGS ARE BASED ON BEARINGS ARE BASED ON THE NORTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND ASSUMED TO BEAR S89°40'09"E AS MONUMENTED BY A FOUND 3 ¼" ALUMINUM CAP PLS # 23527 AT THE WEST QUARTER CORNER AND A FOUND 3 ¼" ALUMINUM CAP PLS # 27275 AT THE CENTER QUARTER CORNER

PARCEL PA-6

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 5, SOUTHWEST QUARTER OF SECTION 4 AND THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND THE POINT OF BEGINNING;
THENCE ALONG THE EASTERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 4, S00°30'43"E A DISTANCE OF 2665.57 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 4;
THENCE ALONG THE EASTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, S00°27'07"E A DISTANCE OF 1808.70 FEET;
THENCE N89°59'19"W A DISTANCE OF 2602.94 FEET;
THENCE N00°00'41"E A DISTANCE OF 3214.29 FEET TO A POINT OF CURVATURE;
THENCE 260.00 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 29°47'39" AND A CHORD WHICH BEARS N14°53'09"W A DISTANCE OF 257.08 FEET TO A POINT OF TANGENCY;
THENCE N29°46'58"W A DISTANCE OF 324.40 FEET TO A POINT OF CURVATURE;
THENCE 260.23 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 29°49'13" AND A CHORD WHICH BEARS N14°52'22"W A DISTANCE OF 257.30 FEET TO A POINT OF TANGENCY;
THENCE N00°02'15"E A DISTANCE OF 468.87 FEET TO A POINT ON THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN;
THENCE ALONG SAID NORTHERLY LINE OF SECTION 5, S89°40'06"E A DISTANCE OF 216.63 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 5;
THENCE ALONG THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER OF SECTION 4, N89°43'05"E A DISTANCE OF 2640.54 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 270.796 ACRES (11,795,867 SQ. FT.), MORE OR LESS.

BASIS OF BEARINGS

BEARINGS ARE BASED ON BEARINGS ARE BASED ON THE NORTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND ASSUMED TO BEAR S89°40'09"E AS MONUMENTED BY A FOUND 3 ¼" ALUMINUM CAP PLS # 23527 AT THE WEST QUARTER CORNER AND A FOUND 3 ¼" ALUMINUM CAP PLS # 27275 AT THE CENTER QUARTER CORNER.

PARCEL PA-7

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 5, SOUTHWEST QUARTER OF SECTION 4, NORTHWEST QUARTER OF SECTION 9 AND THE

NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND THE POINT OF BEGINNING;

THENCE ALONG THE WESTERLY LINE OF SAID SOUTHEAST QUARTER OF SAID SECTION 5, N00°15'37"W A DISTANCE OF 79.95 FEET;
THENCE N89°53'52"E A DISTANCE OF 2719.92 FEET;
THENCE S00°00'41"W A DISTANCE OF 1909.07 FEET;
THENCE N89°59'19"W A DISTANCE OF 314.27 FEET TO A POINT OF CURVATURE;
THENCE 785.40 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 45°00'00" AND A CHORD WHICH BEARS N67°29'19"W A DISTANCE OF 765.37 FEET TO A POINT OF TANGENCY;
THENCE N44°59'19"W A DISTANCE OF 1753.74 FEET TO A POINT OF CURVATURE;
THENCE 533.37 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 30°33'36" AND A CHORD WHICH BEARS N60°16'08"W A DISTANCE OF 527.07 FEET TO A POINT ON THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 3, SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN;
THENCE ALONG THE EASTERLY LINE OF THE SAID SECTION 8, N00°37'40"W A DISTANCE OF 29.45 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 73.769 ACRES (3,213,359 SQ. FT.), MORE OR LESS.

BASIS OF BEARINGS

BEARINGS ARE BASED ON BEARINGS ARE BASED ON THE NORTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND ASSUMED TO BEAR S89°40'09"E AS MONUMENTED BY A FOUND 3 ¼" ALUMINUM CAP PLS # 23527 AT THE WEST QUARTER CORNER AND A FOUND 3 ¼" ALUMINUM CAP PLS # 27275 AT THE CENTER QUARTER CORNER.

PARCEL PA-8a

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 4 AND THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND THE POINT OF BEGINNING;
THENCE ALONG THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 8, N00°46'23"W A DISTANCE OF 2655.84 FEET;
THENCE S89°47'10"E A DISTANCE OF 1325.48 FEET;
THENCE S00°16'42"W A DISTANCE OF 2656.74 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 8;
THENCE ALONG THE SAID SOUTHERLY LINE OF THE NORTHWEST QUARTER, SECTION 8, N89°43'41"W A DISTANCE OF 1276.73 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 79.335 ACRES (3,455,839 SQ. FT.), MORE OR LESS.

BASIS OF BEARINGS

BEARINGS ARE BASED ON BEARINGS ARE BASED ON THE NORTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE

SIXTH PRINCIPAL MERIDIAN AND ASSUMED TO BEAR S89°40'09"E AS MONUMENTED BY A FOUND 3 ¼" ALUMINUM CAP PLS # 23527 AT THE WEST QUARTER CORNER AND A FOUND 3 ¼" ALUMINUM CAP PLS # 27275 AT THE CENTER QUARTER CORNER.

PARCEL PA-8b-1

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 4 AND THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN THENCE ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8, S89°43'41"E A DISTANCE OF 1276.73 FEET TO THE POINT OF BEGINNING;
THENCE N00°16'42"E A DISTANCE OF 2656.74 FEET;
THENCE S89°47'10"E A DISTANCE OF 656.60 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF JACKSON GAP STREET RECORDED NOVEMBER 01, 2013 AT RECEPTION NO. 2013000094501;
THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE S00°12'50"W A DISTANCE OF A DISTANCE OF 2657.40 FEET TO A POINT ON THE SOUTHERLY LINE OF THE SAID NORTHWEST QUARTER OF SECTION 8;
THENCE ALONG SAID SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 8, N89°43'41"W A DISTANCE OF 659.60 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 40.143 ACRES (1,748,622 SQ. FT.), MORE OR LESS.

BASIS OF BEARINGS

BEARINGS ARE BASED ON BEARINGS ARE BASED ON THE NORTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND ASSUMED TO BEAR S89°40'09"E AS MONUMENTED BY A FOUND 3 ¼" ALUMINUM CAP PLS # 23527 AT THE WEST QUARTER CORNER AND A FOUND 3 ¼" ALUMINUM CAP PLS # 27275 AT THE CENTER QUARTER CORNER.

PARCEL PA-8b-2

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND THE POINT OF BEGINNING;

THENCE ALONG THE SOUTHERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 8, N89°43'41"W A DISTANCE OF 638.89 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF JACKSON GAP STREET RECORDED NOVEMBER 01, 2013 AT RECEPTION NO. 2013000094501;
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, N00°12'50"E A DISTANCE OF 1060.73 FEET TO A POINT OF CURVATURE;

THENCE 344.44 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 798.05 FEET, A CENTRAL ANGLE OF 24°43'44" AND A CHORD WHICH BEARS S31°03'56"E A DISTANCE OF 341.77 FEET;
THENCE S44°52'35"E A DISTANCE OF 342.16 FEET TO A POINT OF CURVATURE;
THENCE 575.31 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 745.00 FEET, A CENTRAL ANGLE OF 44°14'44" AND A CHORD WHICH BEARS S22°45'13"E A DISTANCE OF 561.12 FEET;
THENCE S00°37'40"E A DISTANCE OF 11.09 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 9.063 ACRES (394,802 SQ. FT.), MORE OR LESS.

BASIS OF BEARINGS

BEARINGS ARE BASED ON BEARINGS ARE BASED ON THE NORTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND ASSUMED TO BEAR S89°40'09"E AS MONUMENTED BY A FOUND 3 ¼" ALUMINUM CAP PLS # 23527 AT THE WEST QUARTER CORNER AND A FOUND 3 ¼" ALUMINUM CAP PLS # 27275 AT THE CENTER QUARTER CORNER.

PARCEL PA-9a

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 4 AND THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN THENCE ALONG THE EASTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 8, S00°37'40"E A DISTANCE OF 29.45 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EASTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 8, S00°37'40"E A DISTANCE OF 2616.62 FEET;
THENCE 575.31 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 745.00 FEET, A CENTRAL ANGLE OF 44°14'44" AND A CHORD WHICH BEARS N22°45'13"W A DISTANCE OF 561.12 FEET;
THENCE N44°52'35"W A DISTANCE OF 342.16 FEET;
THENCE 344.44 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 798.05 FEET, A CENTRAL ANGLE OF 24°43'44" AND A CHORD WHICH BEARS N31°03'56"W A DISTANCE OF 341.77 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF JACKSON GAP STREET RIGHT-OF-WAY RECORDED NOVEMBER 01, 2013 AT RECEPTION NO. 2013000094501;
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, N00°12'50"E A DISTANCE OF 1596.76 FEET;
THENCE S89°47'10"E A DISTANCE OF 354.35 FEET TO A POINT OF CURVATURE;
THENCE 248.49 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 14°14'14" AND A CHORD WHICH BEARS S82°40'03"E A DISTANCE OF 247.85 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 28.669 ACRES (1,248,841 SQ. FT.), MORE OR LESS.

BASIS OF BEARINGS

BEARINGS ARE BASED ON BEARINGS ARE BASED ON THE NORTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND ASSUMED TO BEAR S89°40'09"E AS MONUMENTED BY A FOUND 3 ¼" ALUMINUM CAP PLS # 23527 AT THE WEST QUARTER CORNER AND A FOUND 3 ¼" ALUMINUM CAP PLS # 27275 AT THE CENTER QUARTER CORNER.

PARCEL PA-9b

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 8 AND THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND THE POINT OF BEGINNING;

THENCE ALONG THE WESTERLY LINE OF THE NORTHEAST QUARTER OF SECTION 8, N00°37'40"W A DISTANCE OF 2627.70 FEET;

THENCE 533.37 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 30°33'36" AND A CHORD WHICH BEARS S60°16'08"E A DISTANCE OF 527.07 FEET;
THENCE S44°59'19"E A DISTANCE OF 1753.74 FEET;
THENCE 785.40 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 45°00'00" AND A CHORD WHICH BEARS S67°29'19"E A DISTANCE OF 765.37 FEET;
THENCE S89°59'19"E A DISTANCE OF 314.27 FEET;
THENCE S00°00'41"W A DISTANCE OF 844.98 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 9;
THENCE ALONG SAID SOUTHERLY LINE, S89°59'53"W A DISTANCE OF 38.02 FEET TO THE EAST QUARTER CORNER OF SAID NORTHEAST QUARTER OF SAID SECTION 8;
THENCE ALONG THE SOUTHERLY LIN OF SAID NORTHEAST QUARTER OF SECTION 8, N89°44'07"W A DISTANCE OF 2651.89 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 96.735 ACRES (4,213,794 SQ. FT.), MORE OR LESS.

BASIS OF BEARINGS

BEARINGS ARE BASED ON BEARINGS ARE BASED ON THE NORTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND ASSUMED TO BEAR S89°40'09"E AS MONUMENTED BY A FOUND 3 ¼" ALUMINUM CAP PLS # 23527 AT THE WEST QUARTER CORNER AND A FOUND 3 ¼" ALUMINUM CAP PLS # 27275 AT THE CENTER QUARTER CORNER.

PARCEL PA-10a

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND THE POINT OF BEGINNING;

THENCE ALONG THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER OF SECTION 8, S89°43'41"E A DISTANCE OF 1276.73 FEET;
THENCE S00°05'42"E A DISTANCE OF 2435.59 FEET;
THENCE N38°06'31"W A DISTANCE OF 397.30 FEET;
THENCE N87°55'13"W A DISTANCE OF 415.66 FEET;
THENCE N60°19'04"W A DISTANCE OF 385.11 FEET;
THENCE N35°42'39"W A DISTANCE OF 452.42 FEET TO A POINT ON THE WESTERLY LINE OF SAID SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN;
THENCE ALONG SAID WESTERLY LINE OF SAID SOUTHWEST QUARTER OF SECTION 8, N00°47'32"W A DISTANCE OF 1556.03 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 59.327 ACRES (2,584,287 SQ. FT.), MORE OR LESS.

BASIS OF BEARINGS

BEARINGS ARE BASED ON BEARINGS ARE BASED ON THE NORTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND ASSUMED TO BEAR S89°40'09"E AS MONUMENTED BY A FOUND 3 ¼" ALUMINUM CAP PLS # 23527 AT THE WEST QUARTER CORNER AND A FOUND 3 ¼" ALUMINUM CAP PLS # 27275 AT THE CENTER QUARTER CORNER.

PARCEL PA-10b

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN THENCE ALONG THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER OF SECTION 8, S89°43'41"E A DISTANCE OF 1276.73 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 8, S89°43'41"E A DISTANCE OF 659.60 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF JACKSON GAP STREET RECORDED NOVEMBER 01, 2013 AT RECEPTION NO. 2013000094501;
THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) CONSECUTIVE COURSES;
1.) S00°12'50"W A DISTANCE OF 2519.62 FEET TO A POINT OF CURVATURE;
2.) THENCE 39.27 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND A CHORD WHICH BEARS S45°12'50"W A DISTANCE OF 35.36 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 56TH AVENUE;
THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE N89°47'10"W A DISTANCE OF 534.74 FEET;
THENCE N38°06'31"W A DISTANCE OF 139.87 FEET;
THENCE N00°05'42"W A DISTANCE OF 2435.59 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 38.024 ACRES (1,656,327 SQ. FT.), MORE OR LESS.

BASIS OF BEARINGS

BEARINGS ARE BASED ON BEARINGS ARE BASED ON THE NORTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND ASSUMED TO BEAR S89°40'09"E AS MONUMENTED BY A FOUND 3 ¼" ALUMINUM CAP PLS # 23527 AT THE WEST QUARTER CORNER AND A FOUND 3 ¼" ALUMINUM CAP PLS # 27275 AT THE CENTER QUARTER CORNER.

PARCEL PA-11

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND THE POINT OF BEGINNING;
THENCE ALONG THE EASTERLY LINE OF SAID SOUTHWEST QUARTER OF SECTION 8, S00°37'51"E A DISTANCE OF 2544.16 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 56TH AVENUE;
THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE N89°47'10"W A DISTANCE OF 651.39 FEET TO POINT OF CURVATURE ON THE EASTERLY RIGHT-OF-WAY LINE OF JACKSON GAP STREET RECORDED NOVEMBER 01, 2013 AT RECEPTION NO. 2013000094501;
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) CONSECUTIVE COURSES;

1.) 39.27 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND A CHORD WHICH BEARS N44°47'10"W A DISTANCE OF 35.36 FEET TO A POINT OF TANGENCY;
2.) THENCE N00°12'50"E A DISTANCE OF 2519.53 FEET TO A POINT ON THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN;
THENCE ALONG SAID NORTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 8, S89°43'41"E A DISTANCE OF 638.89 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 38.408 ACRES (1,673,036 SQ. FT.), MORE OR LESS.

BASIS OF BEARINGS

BEARINGS ARE BASED ON BEARINGS ARE BASED ON THE NORTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND ASSUMED TO BEAR S89°40'09"E AS MONUMENTED BY A FOUND 3 ¼" ALUMINUM CAP PLS # 23527 AT THE WEST QUARTER CORNER AND A FOUND 3 ¼" ALUMINUM CAP PLS # 27275 AT THE CENTER QUARTER CORNER.

FLOOD PLAIN

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN THENCE ALONG THE WESTERLY

LINE THE SOUTHWEST QUARTER OF SECTION 8, N00°47'32"W A DISTANCE OF 110.02 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 8, THENCE N00°47'32"W A DISTANCE OF 990.94 FEET;
THENCE S35°42'39"E A DISTANCE OF 452.42 FEET;
THENCE S60°19'04"E A DISTANCE OF 385.11 FEET;
THENCE S87°55'13"E A DISTANCE OF 415.66 FEET;
THENCE S38°06'31"E A DISTANCE OF 537.18 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 56TH AVENUE;
THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE N89°47'10"W A DISTANCE OF 1331.88 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 14.496 ACRES (631,436 SQ. FT.), MORE OR LESS.

BASIS OF BEARINGS

BEARINGS ARE BASED ON BEARINGS ARE BASED ON THE NORTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND ASSUMED TO BEAR S89°40'09"E AS MONUMENTED BY A FOUND 3 ¼" ALUMINUM CAP PLS # 23527 AT THE WEST QUARTER CORNER AND A FOUND 3 ¼" ALUMINUM CAP PLS # 27275 AT THE CENTER QUARTER CORNER.

PARCEL PA-12 REMAINDER

A PARCEL OF LAND BEING A PART OF THE WEST HALF OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 9, AND CONSIDERING THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, BEING MONUMENTED AS SHOWN ON THE ATTACHED EXHIBIT, TO BEAR SOUTH 89°6'59" WEST, 2639.21 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 00°37'54" WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 2651.38 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 9;

THENCE NORTH 89°59'53" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 38.02 FEET;

THENCE NORTH 00°00'41" EAST, A DISTANCE OF 844.98 FEET;

THENCE SOUTH 89°59'19" EAST, A DISTANCE OF 2602.94 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9;

THENCE SOUTH 00°27'07" EAST ALONG SAID EAST LINE, A DISTANCE OF 444.76 FEET;

THENCE SOUTH 89°56'59" WEST, A DISTANCE OF 2436.93 FEET;

THENCE SOUTH 00°19'54" EAST, A DISTANCE OF 395.83 FEET;

THENCE SOUTH 00°37'54" EAST, A DISTANCE OF 2622.96 FEET;

THENCE NORTH 89°56'59" EAST, A DISTANCE OF 2429.30 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9;

THENCE SOUTH 00°26'48" EAST ALONG SAID EAST LINE, A DISTANCE OF 30.00 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 9;

THENCE SOUTH 89°56'59" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 2639.21 FEET TO THE **POINT OF BEGINNING.**

Inclusion Area Boundaries:

A PARCEL OF LAND BEING ALL OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION 4, THE SOUTH ONE-HALF (S ½) OF SECTION 5, THE NORTH ONE-HALF (N ½) OF SECTION 8, A PART OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 8 AND THE WEST ONE-HALF (W ½) OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 5; THENCE S89°40'05"E, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5, A DISTANCE OF 2659.06 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF SAID SECTION 5;
THENCE S89°40'05"E, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 5, A DISTANCE OF 2655.55 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST ONE-QUARTER OF SAID SECTION 5,
THENCE N89°42'57"E, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 4, A DISTANCE OF 2640.56 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF SAID SECTION 4,
THENCE S00°30'38"E, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 2674.79 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF SAID SECTION 9;
THENCE S00°26'59"E, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 2643.86 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF SAID SECTION 9;
THENCE S00°26'59"E , ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 2649.32 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 9;
THENCE S89°57'02"W, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 2639.17 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST ONE-QUARTER OF SAID SECTION 9;
THENCE N00°37'57"W, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 2651.44 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 8;
THENCE N89°43'56"W, ALONG THE SOUTH LINE OF SAID NORTHEAST ONE-QUARTER OF SAID SECTION 8, A DISTANCE OF 2651.88 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 8;
THENCE S00°37'45"E, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 8, A DISTANCE OF 2544.11 FEET TO A POINT 110.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 8;
THENCE N89°47'21"W, PARALLEL WITH AND 110.00 FEET NORTH OF SAID SOUTH LINE, A DISTANCE OF 2651.98 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 8;
THENCE N00°47'40"W, ALONG THE SAID WEST LINE, A DISTANCE OF 2546.87 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 8;

THENCE N00°46'20"W, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 8, A DISTANCE OF 2655.83 FEET TO THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 8;
THENCE N00°06'30"W, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 5, A DISTANCE OF 2655.98 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 1,286.909 ACRES (56,057,763 SQ. FT.) OF LAND MORE OR LESS.

PREPARED BY:
JANET A. CALDWELL, P.L.S. 29027
FOR AND ON BEHALF OF THE LUND PARTNERSHIP, INC.
12265 W. BAYAUD AVE., SUITE 130
LAKEWOOD, COLORADO 80228

TOGETHER WITH THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, STATE OF COLORADO, CONTAINING APPROXIMATELY 160.000 ACRES (6,969,600 SQ. FT.) OF LAND MORE OR LESS.

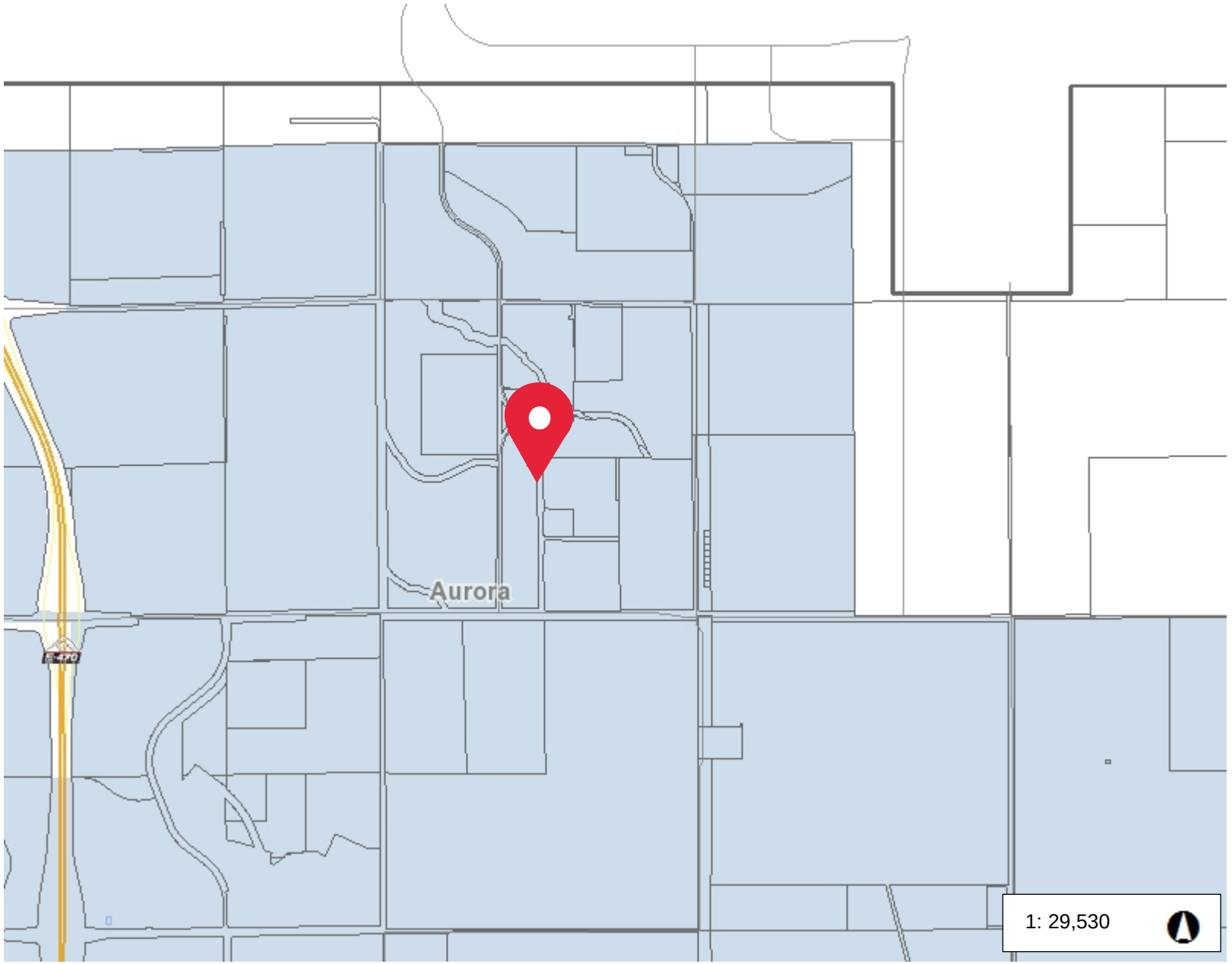
CONTAINING A NET TOTAL OF APPROXIMATELY 1,446.909 ACRES OF LAND MORE OR LESS.

EXHIBIT B

Aurora Vicinity Map

ADAMS COUNTY
COLORADO

Vicinity Map



Interstate
Highway
Tollway
Parcels
County Boundary
City
Aurora

1: 29,530

0.9 0 0.47 0.9 Miles

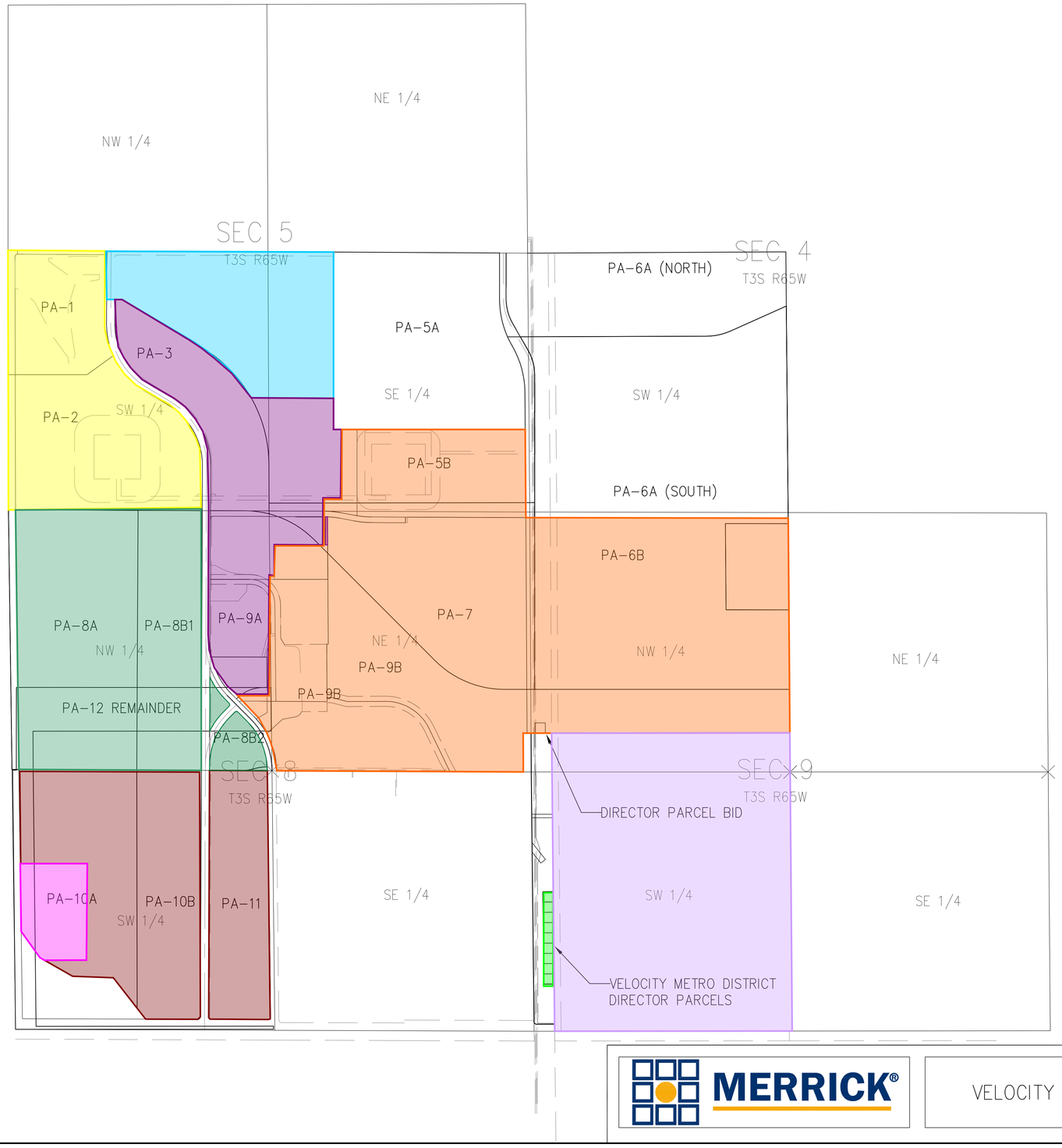
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

EXHIBIT C-1

Current District Boundary Map

- DISTRICT 2
- DISTRICT 3
- DISTRICT 4
- DISTRICT 5
- DISTRICT 6
- DISTRICT 7
- DISTRICT 8
- DISTRICT 9
- DISTRICT 1-9



N.T.S

MERRICK®

VELOCITY METRO DISTRICT MAP

DATE: 9/28/2020

SHEET: 1 OF 1

EXHIBIT C-2

Inclusion Area Boundary Map

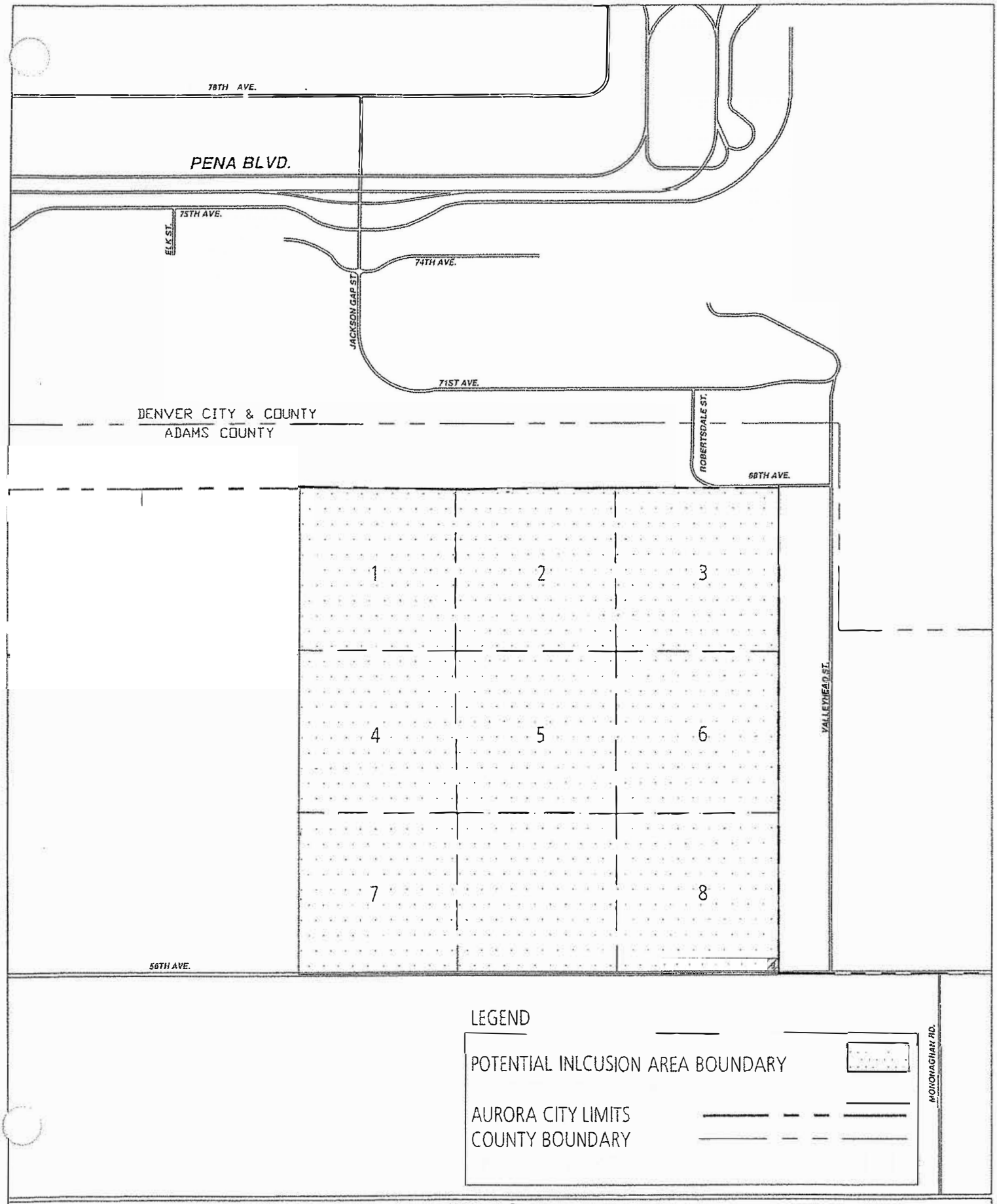


EXHIBIT C - 2

Velocity Metropolitan District No. 9

Inclusion Area Boundary Map

CIVITAS

EXHIBIT D

Intergovernmental Agreement between the District and Aurora

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF AURORA, COLORADO
AND
VELOCITY METROPOLITAN DISTRICT NO. 9

THIS AGREEMENT is made and entered into as of this ___ day of _____, _____, by and between the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado ("City"), and VELOCITY METROPOLITAN DISTRICT NO. 9, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"). The City and the District are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District's First Amended and Restated Service Plan approved by the City on _____ ("Service Plan"); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the City and the District, as required by the Aurora City Code; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement ("Agreement").

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Operations and Maintenance. The Districts shall dedicate the Public Improvements (as defined in the Service Plan) to the City or other appropriate jurisdiction or owner's association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The Districts shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto.

Any Fee imposed by the District for access to such park and recreation improvements shall not result in Non-District City residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the District. However, the District

shall be entitled to impose an administrative fee as necessary to cover additional expenses associated with Non-District City residents to ensure that such costs are not the responsibility of District residents. All such Fees shall be based upon the District's determination that such Fees do not exceed reasonable annual market fee for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the Districts shall be open to the general public and Non-District City residents, subject to the rules and regulations of the Districts as adopted from time to time. Trails which are interconnected with a city or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the Districts.

2. Fire Protection. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction. The District shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

5. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction and of those special districts that qualify as "interested parties" under Section 32-1-204(1), C.R.S., as applicable. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the

Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

8. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not any time exceed the Maximum Debt Mill Levy of the Districts.

9. Initial Debt. On or before the effective date of approval by the City of an Approved Development Plan (as defined in the Service Plan), the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any fees used for the purpose of repayment of Debt.

10. Total Debt Issuance. The District shall not issue Debt in excess of One Hundred Ninety-Five Million Dollars ($195,000,000).

11. Fee Limitation. Each of the Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

12. Debt Issuance Limitation. The District shall not be authorized to incur any indebtedness until such time as the District has approved and executed the IGA and approved the imposition of the Aurora Regional Improvement Mill Levy (as defined in the Service Plan) upon all taxable property located within the boundaries of the District.

13. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the District without any limitation.

14. Consolidation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City, unless such consolidation is with is with one or more of the Districts.

15. Bankruptcy. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

16. Dissolution. Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

17. Disclosure to Purchasers. The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, Fees, tolls and charges. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

18. Service Plan Amendment Requirement. Actions of the District which violate the limitations set forth in V.A.1-14 or VII.B-G of the Service Plan shall be deemed to be material modifications to the Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

19. Multiple District Structure. It is anticipated that the Districts, collectively, will undertake the financing and construction of the improvements contemplated herein. Specifically, the Districts shall enter into one or more intergovernmental agreements which shall govern the relationships between and among the Districts with respect to the financing,

construction and operation of the improvements contemplated herein. The District will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements.

20. Annual Report. The District shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued, pursuant to the City Code and containing the information set forth in Section VIII of the Service Plan.

21. Regional Improvements. The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of participation in the alternatives set forth in Section VI.A, B or C of the Service Plan.

The District shall impose the ARI Mill Levy and shall convey it as follows:

(a) If the District has executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the terms of which provide for the City to appoint no less than thirty percent (30%) and no more than forty-nine percent (49%) of the board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

(b) If the City and the District have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the District in accordance with such agreement; or

(c) If neither Section VI.A nor VI.B of the Service Plan is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under Section VI of the Service Plan and shall not expend such revenue until an intergovernmental agreement is executed between the District establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the Service Plan by the City and neither Section VI.A nor VI.B of the Service Plan have occurred within two (2) years from the date of the approval of the Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the District as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, the District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI. B of the Service Plan. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Section VI.A, B or C of the Service Plan, unless the City has agreed otherwise in writing; provided, however in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. The District shall cease to be obligated to impose, collect and convey to the City the revenue from the ARI Mill Levy described in Section VI of the Service Plan at such time as the area within the District's boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements.

22. Maximum Debt Mill Levy. The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

(a) For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 of the Service Plan; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

(b) For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

(c) For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 of the Service Plan, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by

such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

23. Maximum Debt Mill Levy Imposition Term. The District shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI of the Service Plan. Other than the ARI Mill Levy, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

24. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:
Velocity Metropolitan District No. 9
Icenogle Seaver Pogue, P.C.
4725 S. Monaco St., Suite 360
Attn: Alan D. Pogue
Phone: (303) 292-9100

To the City:
City of Aurora
15151 E. Alameda Pkwy., 5th Floor
Aurora, CO 80012
Attn: Daniel L. Brotzman, City Attorney
Phone: (303) 739-7030
Fax: (303) 739-7042

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

25. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

26. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

27. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

28. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

29. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

30. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

31. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

32. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

33. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

34. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

35. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

SIGNATURE PAGES TO INTERGOVERNMENTAL AGREEMENT

VELOCITY METROPOLITAN DISTRICT NO. 9

By: _____
President

Attest:

_____
Secretary

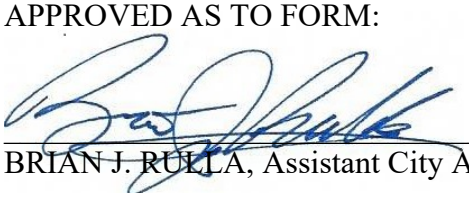
CITY OF AURORA, COLORADO

By: _____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:



_____
BRIAN J. RULLA, Assistant City Attorney

CITY OF AURORA
Council Agenda Item Continuation Page

Item Title: Vehicular Nuiance Ordinance
Item Initiator: Mike Hanifin
Staff Source: Mike Hanifin
Legal Source: George Koumantakis
Outside Speaker: N/A
Date of Change: 6/22/2021

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 7/12/2021

ITEM SUMMARY ***(Brief description of changes or updates with documents included.)***

The ordinance was approved as a one year pilot program. The ordinance now reflects the one year pilot program.

ORDINANCE NO. 2021- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ADDING ARTICLE XII OF THE CITY CODE PERTAINING TO VEHICULAR PUBLIC NUISANCES

WHEREAS, City Council hereby finds and determines that the abatement of vehicular public nuisances for the protection of public health, safety, and welfare is a matter of local concern;

WHEREAS, illegal street racing is a dangerous activity that puts everyone's lives at risk from racers utilizing public and private roadways and property in complete disregard for the safety of others; and

WHEREAS, the purpose of this article is not to punish, but to remedy vehicular public nuisances.

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

Section 1. The City Code of the City of Aurora, Colorado, is hereby amended by adding Article XII - Vehicular Public Nuisances to Chapter 134 (Traffic and Vehicles), to be numbered 134-470 thru 134-483 which article reads as follows:

134-470 POLICY

a. City Council hereby finds and determines that the abatement of vehicular public nuisances for the protection of public health, safety and welfare is a matter of local concern. The purpose of this article is not to punish, but to remedy vehicular public nuisances. The remedies provided in this part are directed at the property involved without regard to ownership, title or right of possession and, unless otherwise provided, without regard to the culpability or innocence of those who hold these rights.

b. The vehicular public nuisances and the provisions of this part are entirely strict liability in nature. Unless otherwise provided, no culpability or mens rea of any type or degree shall be required for any of the vehicular public nuisances, actions, temporary restraining orders or remedies under the provisions of this part.

134-471 DEFINITIONS

a. ABATE: To bring to a halt, eliminate or where that is not possible or feasible, to suppress, reduce, and minimize.

b. BURNOUT (also known as a peel out or power brake) is when a driver intentionally keeps a vehicle stationary by applying the brakes while simultaneously applying the gas pedal. As a result, the wheels spin and smoke can be generated from the wheels due to the friction from the roadway and can significantly impede visibility on the roadway.

c. CLOSE, TO CLOSE, OR CLOSURE: To exercise control over the motor vehicle and remove all owners, occupants and other persons from the motor vehicle and to impound, lock, secure, and otherwise close and prohibit all entry, access, and use of the motor vehicle, except access and use as may be specifically ordered by the court for purposes of inventory, maintenance, storage, security and other purposes, and to vest the sole right of possession and control of the motor vehicle, in the City of Aurora for a limited period of time defined by court order.

d. DONUT(s): A maneuver performed while driving a motor vehicle in a manner that rotates the rear or front of the vehicle around the opposite set of wheels in a continuous motion. This can create a circular skid-mark pattern of rubber on a roadway and possibly even causing the tires to emit smoke.

e. DRIFTING: A driving technique performed while driving a motor vehicle where the driver intentionally oversteers, with loss of traction, while maintaining control and driving the car through the

entirety of a corner causing the rear slip angle to exceed the front slip angle to such an extent that often the front wheels are pointing in the opposite direction to the turn (e.g. car is turning left, wheels are pointed right or vice versa, also known as opposite lock or counter-steering).

f. LEGAL OR EQUITABLE INTEREST OR RIGHT OF POSSESSION: Every legal and equitable interest, title, estate, tenancy and right of possession recognized by law and equity, including any right or obligation to manage or act as agent or trustee for any person holding any interest or right.

g. MOTOR VEHICLE: Any self-propelled vehicle that is designed primarily for travel on the public highways and that is generally and commonly used to transport persons and property over the public highways or a low-speed electric vehicle; except that the term does not include electrical assisted bicycles, electric scooters, low-power scooters, wheelchairs, or vehicles moved solely by human power. This term shall include "recreational vehicle" as defined in section 134-358 of the Aurora City Code.

h. PERSON: Natural persons and every legal entity whatsoever, including, but not limited to, corporations, limited liability companies, partnerships, limited partnerships and associations.

i. POWER SLIDE: Driving a vehicle with a throttle-on induced oversteer initiating a drift by applying the throttle in a turn enough to make the rear wheels break traction and slide out.

j. ILLEGAL STREET RACING: Any criminal or traffic violation of Federal law, State law, City Code, or Model Traffic Code committed by any person or persons, individually or acting jointly through a conspiracy, in complicity, or accessory after the fact where the person(s) operate(s) a motor vehicle in an unsanctioned and illegal form of auto racing, donuts, drifting, exhibition of speed, power sliding, or similar driving maneuver performed on either a public or private road or on public or private property.

k. VEHICULAR PUBLIC NUISANCE: Any motor vehicle used to commit, conduct, promote, facilitate or aid in the commission of street racing illegal activity. For purposes of this section the illegal activity shall have the same definition as that contained in the pertinent section[s] of the Colorado Revised Statutes [C.R.S.], as amended, the pertinent section[s] of the Aurora City Code [City Code] as amended, or the pertinent section[s] of the Model Traffic Code as amended. Evidence of the existence of a vehicular public nuisance shall include, but not limited to, evidence that the motor vehicle was used in one (1) or more of the following street racing related illegal activities:

1. Careless Driving as prohibited in Model Traffic Code Section 1402 and/or C.R.S. 42-4-1402;

2. Eluding or attempting to elude a police officer as prohibited in Model Traffic Code Section 1413 and/or C.R.S. 42-4-1413

3. Vehicular eluding as prohibited in C.R.S. 18-9-116.5;

4. Injury to Property as prohibited in Aurora City Code Section 94-73;

5. Minimum Speed Regulations as described in Model Traffic Code Section 1103 and/or C.R.S. 42-1103

6. Obstructing Highways or Other Passage Ways as prohibited in C.R.S. 18-9-107;

7. Reckless Driving as prohibited in Model Traffic Code Section 1401 and/or C.R.S. 42-4-1401;

8. Reckless Endangerment as prohibited in Aurora City Code Section 94-38;

9. Speed contests – speed exhibitions – aiding and facilitating as prohibited in Model Traffic Code Section 1105 and/or C.R.S. 42-4-1105;

10. Street Racing; and

11. Trespassing as prohibited in Aurora City Code Section 94-71

134-472 PROCEDURE IN GENERAL:

a. Remedies Cumulative And Supplementary: The remedies provided in this part are cumulative and supplementary to any other criminal or traffic ordinance, or statute, other civil remedies and any administrative proceedings to revoke, suspend, fine or take other action against any license. The City may pursue the remedies provided in this part, criminal penalties provided by other ordinances or statutes, other civil actions or remedies, administrative proceedings against a license or any one or more of these and may do so simultaneously or in succession.

b. No Delay In Civil Action: In the event that the City pursues both criminal or traffic remedies provided in any other section, other civil remedies or the remedies of any administrative action and the remedies of this part, the civil action provided in this part shall not be delayed or held in abeyance pending the outcome of any proceedings in the other criminal, traffic, civil or administrative action, or any action filed by any other person, unless all parties to the action under this part so stipulate.

c. Principles: All actions under this part shall be civil and remedial in nature. All issues of fact and law shall be tried to the court without a jury. All closure, receivership and destruction remedies under this part shall be in rem. Injunctive remedies under this section may be partly in personam. The burden of proof in all proceedings under this part, including proof of the underlying criminal activity forming the basis of a vehicular public nuisance, shall be by a preponderance of the evidence, unless a different burden of proof is specified.

d. Jurisdiction, Duties And Power: Pursuant to Colorado constitution article XX, section 6 and City Charter section 10-4 and City Code Section 50-26, the Municipal Court for the City of Aurora is hereby granted the jurisdiction, duties, and powers for this part.

e. Governance Of Proceedings: Proceedings under this part shall be governed by the Colorado Rules of Civil Procedure ("CRCP") unless this part provides a more specific rule. Vehicular Public nuisance actions shall be included in the category of "expedited proceedings" specified in CRCP rules 16 and 26. Where this part or the CRCP fail to state a rule of decision, the court shall first look to the public nuisance abatement act, Colorado Revised Statutes section 16-13-301 et seq., and the cases decided thereunder.

f. Discovery and Inspection:

(1) By Defendant. Upon the motion of a defendant or upon the court's own motion at any time after the filing of the complaint or summons and complaint the court may order the prosecution to permit the defendant to inspect and copy or photograph any books, papers, documents, photographs, or tangible objects that are within the prosecution's possession and control, upon a showing that the items sought may be material to the preparation of the defense and that the request is reasonable. The order shall specify the time, place, and manner of making the inspection and of taking the copies or photographs and may prescribe such terms and conditions as are just.

(2) Witness's Statements. At any time after the filing of the complaint or summons and complaint, upon the request of a defendant or upon the order of court, the prosecution shall disclose to the defendant the names and addresses of persons whom the prosecution intends to call as witnesses at the hearing or trial, together with any witness statements.

(3) Irrelevant Matters. If the prosecution claims that any material or statement ordered to be produced under this rule contains matter which does not relate to the subject matter of the witness's testimony, the court shall order it to deliver the statement for the court's inspection in chambers. Upon such delivery the court shall excise the portions of the statement which do not relate to the subject matter of the witness's testimony, then the court shall direct delivery of the statement to the defendant.

(4) Statement Defined. The term "statement" as used in sections (2) and (3) of this section in relation to any witness who may be called by the prosecution means:

(a) A written statement made by such witness and signed or otherwise adopted or approved by the witness;

(b) A mechanical, electrical, or other recording, or a transcription thereof, which is a recital of an oral statement made by such witness; or

(c) Stenographic or written statements or notes which are in substance recitals of an oral statement made by such witness and which were reduced to writing contemporaneously with the making of such oral statement.

g. Filing: Actions under this part shall be in writing and filed by the Office of the City Attorney for the City of Aurora.

h. Complaint: An action under this part shall be commenced by the filing of a written verified complaint or a written complaint verified by an affidavit and a motion for temporary restraining order.

i. Parties Defendant To Action: The parties defendant to the action and the persons liable for the remedies in this part include the motor vehicle itself, any person owning or claiming any legal or equitable interest or right of possession in the motor vehicle, all managers and agents for any person claiming a legal or equitable interest in the motor vehicle and any other person whose involvement may be necessary to abate the nuisance, prevent it from recurring or enforce the court's orders. None of these parties shall be deemed necessary or indispensable parties.

j. Personal Service: Service of the summons, complaint, and temporary restraining order upon the owners and/or lienors of a motor vehicle may be served by any peace officer or any party who is not a party and who is not less than eighteen years of age. Service of the summons, complaint, and temporary restraining order may be made by delivering a copy thereof to the person named. Service is also valid if the person named has signed a written admission or waiver of personal service.

k. The issuance of a temporary restraining order, entry of written stipulations and voluntary abatement agreements, entry of default judgments and other uncontested matters pursuant to this part shall be ruled on by the Court based upon the written pleadings and without the appearance of the party(ies).

134-473 COMMENCEMENT OF VEHICULAR PUBLIC NUISANCE ACTIONS; PRIOR NOTIFICATION:

a. Notification Before Filing Civil Actions Under This Part: At least twenty-one (21) calendar days before filing a civil action under this part, written notice shall be served upon the owners and lienors of a motor vehicle by personal service.

b. The notice shall describe the nature of the alleged vehicular public nuisance, shall identify to the extent possible the person(s) actively involved in the vehicular public nuisance and identify the specific motor vehicle involved. The notice shall further advise the recipient that an action under this part may be filed unless the recipient enters into a voluntary abatement agreement with the City pursuant to section 134-482 of this part within twenty-one (21) days of service of the notice.

c. Reasonable Assistance: The Aurora Police Department shall provide reasonable assistance in any effort to voluntarily abate the vehicular public nuisance.

134-474 TEMPORARY RESTRAINING ORDERS IN GENERAL:

a. Continuous Effect of Temporary Restraining Orders: Ex parte temporary restraining orders shall remain continuously in effect unless modified by court order as provided in section 134-476 of this part, by stipulation of the parties or after trial on the merits.

b. No Security Or Bond: No security or bond of any type shall be required of the City in obtaining any temporary restraining order under this part.

c. Form And Scope Of Temporary Restraining Order: Every temporary restraining order shall set forth the reason for its issuance, be reasonably specific in its terms and describe in reasonable detail the acts and conditions authorized, required or prohibited, and shall be binding upon the property, the parties to the action, their attorneys, agents and employees and any other person who receives actual notice of the order.

134-475 TEMPORARY RESTRAINING ORDERS; VEHICULAR PUBLIC NUISANCES:

a. General: The court shall issue an ex parte temporary restraining order if the written complaint, supported by an affidavit, shows by a preponderance of the evidence that there is probable cause to believe that the specified motor vehicle was used to commit, conduct, promote, facilitate or aid the commission of any vehicular public nuisance. The judge shall consider all relevant and reliable evidence, whether or not the evidence would be admissible at trial.

b. Detention and closure of motor vehicle(s): The temporary restraining order shall make the following orders for the detention and closure of motor vehicles and restrained persons as to motor vehicles:

1. The Aurora Police Department shall be ordered to detain and close the motor vehicle(s) using any reasonable force necessary, and to place the same in police custody in the constructive custody of the court, until further order of the court.

2. All named defendants shall be ordered to deposit with the Aurora Police Department all documents evidencing ownership, title, registration, keys and other devices for either access and/or operation of the motor vehicle(s).

3. The Aurora Police Department shall personally serve copies of the summons, complaint, and temporary restraining order upon any person who reasonably appears or claims to hold a legal or equitable interest or right of possession in the motor vehicle at the time of detention and/or closure.

4. All persons shall be restrained from removing, concealing, damaging, destroying, or selling, giving away, encumbering or transferring any interest in the motor vehicle, or using the motor vehicle as security for a bond.

5. Persons holding any legal or equitable interest or right of possession in the motor vehicle shall be ordered to take all reasonable steps to abate the vehicular public nuisance and prevent it from recurring.

6. Any other orders that may be reasonably necessary to take the motor vehicle into the court's constructive custody, and to provide access to and safeguard the motor vehicle.

c. Service: The summons, complaint, and temporary restraining order shall be served as provided by subsection 134-472 (j).

d. These orders shall become effective fourteen (14) days after the date the temporary restraining order is served unless within that fourteen (14) day period a person claiming a legal or equitable interest or right of possession in the motor vehicle, files, sets, serves and has heard a motion to vacate or modify the temporary restraining order(s) as provided in subsection 134-476 (c) of this part, or unless within that fourteen (14) day period a person claiming a legal or equitable interest or right of possession in the motor vehicle files, sets, serves and has heard a motion to stay execution of a temporary restraining order as provided in subsection 134-476 (e) of this part. The motion shall be heard and determined as provided in subsections 134-476 (c) and (e) of this part. A motion properly brought under subsection 134-476 (c) or (e) of this part shall temporarily stay a temporary restraining order until the conclusion of the hearing. No temporary restraining order shall permit the detention and/or closure of a motor vehicle until this fourteen (14) day period has elapsed.

134-476 MOTION TO VACATE OR MODIFY TEMPORARY RESTRAINING ORDER:

a. General: Any party defendant and any person holding any legal or equitable interest or right of possession in any motor vehicle detained and/or closed under this part may file a motion to vacate or modify the temporary restraining order or for return of the motor vehicle. Proceedings on these motions shall be as provided below.

b. Motion To Vacate Or Modify Orders Other Than Those Pertaining To Detained and/or closed Motor Vehicle(s): Where the specific provision in the temporary restraining order complained of pertains to any matter other than a motor vehicle that has been detained and/or closed, the provision of this subsection shall apply and control.

1. Within fourteen (14) days of the date that the temporary restraining order is served, the moving party must:

a. File the written motion to vacate or modify; and

b. Set the motion for a hearing to be held within twenty-one (21) days but not less than fourteen (14) days from the date the motion is filed; and

c. Personally, serve the motion and notice of the hearing on the Office of the City Attorney—Criminal Justice Division. Any motion to vacate a temporary restraining order shall state specifically the factual and legal grounds upon which it is based, and only those grounds may be considered at the hearing.

2. At the hearing, the City shall have the burden of proving by a preponderance of the evidence that there is probable cause to believe that a vehicular public nuisance or vehicular public nuisance activity occurred on, in or about the motor vehicle, or the motor vehicle was used to commit, conduct, promote, facilitate or aid the commission of any vehicular public nuisance. The court shall not vacate or modify the temporary restraining order unless it finds that there is no probable cause to believe that a vehicular public nuisance occurred.

c. Motion To Vacate Or Modify Orders Pertaining to Detained and/or Closed Motor Vehicle(s): Where a specific provision in the temporary restraining order pertains to the retention, closure or receivership of property, the provisions of this subsection shall apply and control.

1. Within fourteen (14) days of the date that the temporary restraining order is executed, the moving party must:

a. File the written motion; and

b. Set the motion for a hearing to be held within twenty-one (21) days but not less than fourteen (14) days from the date of the filing of the motion; and

c. Personally, serve the motion and notice of the hearing on the Office of the City Attorney—Criminal Justice Division. Any motion for return of closed property shall state specifically the factual and legal grounds upon which it is based, and only those grounds may be considered at the hearing.

2. At the hearing on the motion for return or release of a detained and or closed motor vehicle, the party seeking release and return of the motor vehicle shall first have the burden of proving ownership or a right to possession and that the motor vehicle is not relevant evidence in any criminal or traffic proceeding. The party seeking release of the property shall also have the burden of proving that there is no probable cause to believe that a vehicular public nuisance occurred on, in or about the motor vehicle or that an affirmative defense under section 134-479 of this part exists.

3. The court shall not return or release the motor vehicle to the moving party unless it finds by a preponderance of the evidence that:

a. The moving party is the owner of the property or presently entitled to possession; and

b. The property is not relevant evidence in a criminal or traffic proceeding; and

c. There is no probable cause to believe that a vehicular public nuisance was committed on, in or about the motor vehicle or that an affirmative defense under section 134-479 of this part exists.

d. Consolidated Hearing On Motion To Vacate, Modify, And Trial On The Merits: Where all parties so stipulate, the court may order the trial on the merits to be consolidated and tried with a hearing on these motions. Where the trial on the merits is not consolidated, any evidence received at the hearing on these motions need not be repeated at trial but shall be treated as part of the record at trial.

e. Order To Stay Execution Of Temporary Restraining Order: In addition to a motion to vacate or modify orders pursuant to subsections b and c of this section, a defendant may file a written motion for stay of execution of a temporary restraining order. Whenever a motion for stay of execution is filed, the provisions of this subsection shall apply and control.

1. Within fourteen (14) days of the date that the temporary restraining order is served, the moving party must:

a. File a written motion to stay enforcement of the temporary restraining order; and

b. Set the motion for a hearing to be held within twenty-one (21) days but not less than fourteen (14) days from the date of the filing of the motion; and

c. Personally, serve the motion and notice of the hearing on the Office of the City Attorney—Criminal Justice Division.

2. At the hearing, the moving party shall have the burden of proving by a preponderance of the evidence that the defendant is using all reasonable efforts to abate the vehicular nuisance activities, and that those efforts are likely to abate the vehicular nuisance activities.

3. If the court finds:

a. The defendant is using all reasonable efforts to abate the nuisance activities; and

b. These efforts are likely to abate the activities giving rise to the public nuisance; and

c. The public health, safety and welfare would not be impaired by granting a stay of execution of the temporary restraining order, the court may grant a stay of execution of the temporary restraining order not to exceed forty-five (45) days except where a longer period of time is required by law.

4. Any order granting a stay of execution of the temporary restraining order pursuant to subsection e3 of this section shall be reviewed by the court at least seven (7) days prior to expiration of the stay.

134-477 REMEDIES FOR VEHICULAR PUBLIC NUISANCES:

Where the existence of a vehicular public nuisance is established in a civil action under this part by a preponderance of the evidence, the court shall enter permanent prohibitory and mandatory injunctions requiring the parties defendant to abate the vehicular public nuisance and take specific steps to prevent the same and other vehicular public nuisances from occurring. The court shall also order the following remedies:

a. Detention and Closure of Motor Vehicle: That the motor vehicle be detained and closed by impoundment of a period of not less than 30 days and not more than one (1) year from the date of the final judgment, plus any extension of that period caused by a failure to comply with the reasonably necessary conditions for release of the motor vehicle. The issuance and execution of the closure order shall not be deemed a bailment of property.

b. At the end of the closure period, the motor vehicle shall be released to the owner only upon:

1. Payment of all towing fees, storage fees and all actual expenses incurred by the City and payment of all civil judgments under section 134-478 of this part; and

2. Execution by the owners and lienors of a complete and unconditional release of the City and all of its employees and agents for the closure and any and all damages to said vehicle.

c. Upon a showing of good cause, the court may reduce the impoundment and storage fees owed pursuant to paragraph (b) of this subsection, but in no event shall the storage fees be reduced to amount lower than the fair market value of the vehicle.

1. For the purposes of this paragraph (c), "good cause" may be established by a preponderance of the evidence that the storage fees exceed the fair market value of the vehicle.

2. The court shall make written findings of fact and conclusions of law that the moving party has established, by a preponderance of the evidence that good cause exists to support any decision to reduce the amount of impoundment and storage fees owed.

d. In the event that the owners and lienors, or any of them, fail, neglect or refuse to pay the fees, expenses, and judgments, within sixty (60) days of receiving notice of the final judgment of the court, the motor vehicle shall be declared to be abandoned and shall be disposed of in compliance with this Code.

e. At any time after the commencement of an action pursuant to this part the City, through the City Attorney's Office—Criminal Justice Division, and any party defendant to an action under this part may, in writing, voluntarily stipulate to orders and remedies that are different from and may be less stringent than the remedies provided in this part. The voluntary abatement agreement entered pursuant to this part is designed to voluntarily abate the vehicular public nuisance activity occurring and provide reasonable measures to prevent vehicular public nuisance activities from recurring. The voluntary abatement agreement shall address all vehicular public nuisance activity occurring at the time of its execution.

f. The court shall make the written stipulations and voluntary abatement agreements an order of the court and enforce the same. The remedies provided in this part shall be applicable in the event of noncompliance with the voluntary abatement agreement.

134-478 CIVIL JUDGMENT:

a. Judgement for Costs: In any case in which a vehicular public nuisance is established, in addition to the remedies provided above, the court shall impose a separate civil judgment on every person who committed, conducted, promoted, facilitated or aided in the commission of any vehicular public nuisance or who held any legal or equitable interest or right of possession in any motor vehicle used in the vehicular public nuisance activity. This civil judgment shall be for compensating the City for the costs of pursuing the remedies under this part.

b. The civil judgment shall be in the liquidated sum of five hundred dollars ($500.00) and shall be imposed as a judgment against each defendant independently, separately, and severally.

c. In the event that the owners and lienors of a subject motor vehicle, or any of them, fail to file responsive pleadings within twenty-eight (28) days from when the temporary restraining order is served, and set the matter for hearing or trial on the merits, the court shall enter a default judgment and an order deeming the vehicle abandoned. In the event a default judgment and order of

abandonment are entered, the civil judgment provided in subsection (b) of this section shall not be imposed and the vehicle shall be disposed of pursuant to the provisions of section 134-475 of this Code.

134-479 AFFIRMATIVE DEFENSES:

a. It shall be an affirmative defense to an action brought pursuant to this part that the owner of the motor vehicle was not involved in the vehicular public nuisance or vehicular public nuisance activity and that the owner did not know and was not willfully blind towards the vehicular public nuisance or vehicular public nuisance activity.

b. It shall be an affirmative defense to an action brought pursuant to this part that the owner has acted diligently and with good faith to correct the vehicular public nuisance. In addition to any other facts the court considers relevant, the court shall consider the following in determining whether the owner has acted diligently and with good faith:

1. Whether the owner has taken all reasonable steps to abate the vehicular public nuisance activity and restrain and prevent future nuisance activity;

2. Whether the steps taken by the owner have been effective, the vehicular public nuisance no longer exists, and recurrence of the vehicular public nuisance activity does not appear likely; and

3. Whether the owner or any agent, employee or assign was involved in activity which created or encouraged the vehicular public nuisance condition.

c. The Court shall consider competent evidence that rebuts any or both affirmative defenses.

134-480 SUPPLEMENTARY REMEDIES FOR VEHICULAR PUBLIC NUISANCES:

In any action in which probable cause for the existence of a vehicular public nuisance is established, in the event that the parties defendant, or any one of them, fails, neglects, or refuses to comply with the court's temporary restraining orders, closure and other orders, the court may, upon the written motion of the City, in addition to or in the alternative to the remedy of contempt, permit the City to enter, detain and abate by impoundment the vehicular public nuisance and/or perform other acts required of the defendants in the court's temporary restraining orders and other orders.

134-481 OTHER SEIZURES, CLOSURES, FORFEITURES, CONFISCATIONS AND REMEDIES:

Nothing in this part shall be construed to limit or forbid the seizure, confiscation, closure, destruction, forfeiture of property or use of other remedies, now or later required, authorized or permitted by any other provision of law. Nothing in this part shall be construed as requiring that evidence and property seized, confiscated, closed, forfeited or destroyed under other provisions of law be subjected to the special remedies and procedures provided in this part.

134-482 VOLUNTARY ABATEMENT AGREEMENT; STIPULATED ALTERNATIVE REMEDIES:

a. The goal of a voluntary abatement agreement, and other stipulated alternative remedies is to abate the vehicular public nuisance, prevent vehicular public nuisances from recurring, deter vehicular public nuisance activity and protect public interest. The City, through the City Attorney's Office—Criminal Justice Division, and any party defendant to an action under this part may, in writing, voluntarily stipulate to orders and remedies that are different from and may be less stringent than the remedies provided in this part. The voluntary abatement agreement entered pursuant to this part is designed to voluntarily abate the vehicular public nuisance activity occurring and provide reasonable measures to prevent vehicular public nuisance activities from recurring. The voluntary abatement agreement shall address all vehicular public nuisance activity occurring at the time of its execution.

b. The Aurora Police Department shall render reasonable assistance to effectuate the voluntary abatement agreement.

c. The court shall make the written stipulations and voluntary abatement agreements an order of the court and enforce the same. The remedies provided in this part shall be applicable in the event of noncompliance with the voluntary abatement agreement.

d. Compliance and completion of a voluntary abatement agreement shall preclude a civil action from being filed pursuant to this part for the vehicular public nuisance activity, which was the subject of the voluntary abatement agreement. Nothing herein shall preclude the filing of a civil action pursuant to this part for new vehicular public nuisance activity occurring after completion of the voluntary abatement agreement, or activity not addressed in the voluntary abatement agreement.

134-483 LIMITATION ON ACTION:

Actions under this part shall be filed no later than one year after the vehicular public nuisance or the last in a series of acts constituting the vehicular public nuisance occurs. This limitation shall not be construed to limit the introduction of evidence of vehicular public nuisances that occurred more than one year before the filing of the complaint when relevant for any purpose.

Section 2. One Year Pilot. This ordinance will be subject to a one-year pilot program. A member of the City Council may have this ordinance called before a regular session of the City Council no later than one year after the effective date of this ordinance—otherwise the ordinance will remain in full force and effect.

Section 3. Severability. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 4. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 5. 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.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2021.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2021.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

MK

_____
GEORGE G. KOUMANTAKIS, Criminal Prosecution Manager

ORDINANCE NO. 2021- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ADDING ARTICLE XII OF THE CITY CODE PERTAINING TO VEHICULAR PUBLIC NUISANCES

WHEREAS, City Council hereby finds and determines that the abatement of vehicular public nuisances for the protection of public health, safety, and welfare is a matter of local concern;

WHEREAS, illegal street racing is a dangerous activity that puts everyone's lives at risk from racers utilizing public and private roadways and property in complete disregard for the safety of others; and

WHEREAS, the purpose of this article is not to punish, but to remedy vehicular public nuisances.

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

Section 1. The City Code of the City of Aurora, Colorado, is hereby amended by adding Article XII - Vehicular Public Nuisances to Chapter 134 (Traffic and Vehicles), to be numbered 134-470 thru 134-483 which article reads as follows:

134-470 POLICY

a. City Council hereby finds and determines that the abatement of vehicular public nuisances for the protection of public health, safety and welfare is a matter of local concern. The purpose of this article is not to punish, but to remedy vehicular public nuisances. The remedies provided in this part are directed at the property involved without regard to ownership, title or right of possession and, unless otherwise provided, without regard to the culpability or innocence of those who hold these rights.

b. The vehicular public nuisances and the provisions of this part are entirely strict liability in nature. Unless otherwise provided, no culpability or mens rea of any type or degree shall be required for any of the vehicular public nuisances, actions, temporary restraining orders or remedies under the provisions of this part.

134-471 DEFINITIONS

a. ABATE: To bring to a halt, eliminate or where that is not possible or feasible, to suppress, reduce, and minimize.

b. BURNOUT (also known as a peel out or power brake) is when a driver intentionally keeps a vehicle stationary by applying the brakes while simultaneously applying the gas pedal. As a result, the wheels spin and smoke can be generated from the wheels due to the friction from the roadway and can significantly impede visibility on the roadway.

c. CLOSE, TO CLOSE, OR CLOSURE: To exercise control over the motor vehicle and remove all owners, occupants and other persons from the motor vehicle and to impound, lock, secure, and otherwise close and prohibit all entry, access, and use of the motor vehicle, except access and use as may be specifically ordered by the court for purposes of inventory, maintenance, storage, security and other purposes, and to vest the sole right of possession and control of the motor vehicle, in the City of Aurora for a limited period of time defined by court order.

d. DONUT(s): A maneuver performed while driving a motor vehicle in a manner that rotates the rear or front of the vehicle around the opposite set of wheels in a continuous motion. This can create a circular skid-mark pattern of rubber on a roadway and possibly even causing the tires to emit smoke.

e. DRIFTING: A driving technique performed while driving a motor vehicle where the driver intentionally oversteers, with loss of traction, while maintaining control and driving the car through the

entirety of a corner causing the rear slip angle to exceed the front slip angle to such an extent that often the front wheels are pointing in the opposite direction to the turn (e.g. car is turning left, wheels are pointed right or vice versa, also known as opposite lock or counter-steering).

f. LEGAL OR EQUITABLE INTEREST OR RIGHT OF POSSESSION: Every legal and equitable interest, title, estate, tenancy and right of possession recognized by law and equity, including any right or obligation to manage or act as agent or trustee for any person holding any interest or right.

g. MOTOR VEHICLE: Any self-propelled vehicle that is designed primarily for travel on the public highways and that is generally and commonly used to transport persons and property over the public highways or a low-speed electric vehicle; except that the term does not include electrical assisted bicycles, electric scooters, low-power scooters, wheelchairs, or vehicles moved solely by human power. This term shall include "recreational vehicle" as defined in section 134-358 of the Aurora City Code.

h. PERSON: Natural persons and every legal entity whatsoever, including, but not limited to, corporations, limited liability companies, partnerships, limited partnerships and associations.

i. POWER SLIDE: Driving a vehicle with a throttle-on induced oversteer initiating a drift by applying the throttle in a turn enough to make the rear wheels break traction and slide out.

j. ILLEGAL STREET RACING: Any criminal or traffic violation of Federal law, State law, City Code, or Model Traffic Code committed by any person or persons, individually or acting jointly through a conspiracy, in complicity, or accessory after the fact where the person(s) operate(s) a motor vehicle in an unsanctioned and illegal form of auto racing, donuts, drifting, exhibition of speed, power sliding, or similar driving maneuver performed on either a public or private road or on public or private property.

k. VEHICULAR PUBLIC NUISANCE: Any motor vehicle used to commit, conduct, promote, facilitate or aid in the commission of street racing illegal activity. For purposes of this section the illegal activity shall have the same definition as that contained in the pertinent section[s] of the Colorado Revised Statutes [C.R.S.], as amended, the pertinent section[s] of the Aurora City Code [City Code] as amended, or the pertinent section[s] of the Model Traffic Code as amended. Evidence of the existence of a vehicular public nuisance shall include, but not limited to, evidence that the motor vehicle was used in one (1) or more of the following street racing related illegal activities:

1. Careless Driving as prohibited in Model Traffic Code Section 1402 and/or C.R.S. 42-4-1402;

2. Eluding or attempting to elude a police officer as prohibited in Model Traffic Code Section 1413 and/or C.R.S. 42-4-1413

3. Vehicular eluding as prohibited in C.R.S. 18-9-116.5;

4. Injury to Property as prohibited in Aurora City Code Section 94-73;

5. Minimum Speed Regulations as described in Model Traffic Code Section 1103 and/or C.R.S. 42-1103

6. Obstructing Highways or Other Passage Ways as prohibited in C.R.S. 18-9-107;

7. Reckless Driving as prohibited in Model Traffic Code Section 1401 and/or C.R.S. 42-4-1401;

8. Reckless Endangerment as prohibited in Aurora City Code Section 94-38;

9. Speed contests – speed exhibitions – aiding and facilitating as prohibited in Model Traffic Code Section 1105 and/or C.R.S. 42-4-1105;

10. Street Racing; and

11. Trespassing as prohibited in Aurora City Code Section 94-71

134-472 PROCEDURE IN GENERAL:

a. Remedies Cumulative And Supplementary: The remedies provided in this part are cumulative and supplementary to any other criminal or traffic ordinance, or statute, other civil remedies and any administrative proceedings to revoke, suspend, fine or take other action against any license. The City may pursue the remedies provided in this part, criminal penalties provided by other ordinances or statutes, other civil actions or remedies, administrative proceedings against a license or any one or more of these and may do so simultaneously or in succession.

b. No Delay In Civil Action: In the event that the City pursues both criminal or traffic remedies provided in any other section, other civil remedies or the remedies of any administrative action and the remedies of this part, the civil action provided in this part shall not be delayed or held in abeyance pending the outcome of any proceedings in the other criminal, traffic, civil or administrative action, or any action filed by any other person, unless all parties to the action under this part so stipulate.

c. Principles: All actions under this part shall be civil and remedial in nature. All issues of fact and law shall be tried to the court without a jury. All closure, receivership and destruction remedies under this part shall be in rem. Injunctive remedies under this section may be partly in personam. The burden of proof in all proceedings under this part, including proof of the underlying criminal activity forming the basis of a vehicular public nuisance, shall be by a preponderance of the evidence, unless a different burden of proof is specified.

d. Jurisdiction, Duties And Power: Pursuant to Colorado constitution article XX, section 6 and City Charter section 10-4 and City Code Section 50-26, the Municipal Court for the City of Aurora is hereby granted the jurisdiction, duties, and powers for this part.

e. Governance Of Proceedings: Proceedings under this part shall be governed by the Colorado Rules of Civil Procedure ("CRCP") unless this part provides a more specific rule. Vehicular Public nuisance actions shall be included in the category of "expedited proceedings" specified in CRCP rules 16 and 26. Where this part or the CRCP fail to state a rule of decision, the court shall first look to the public nuisance abatement act, Colorado Revised Statutes section 16-13-301 et seq., and the cases decided thereunder.

f. Discovery and Inspection:

(1) By Defendant. Upon the motion of a defendant or upon the court's own motion at any time after the filing of the complaint or summons and complaint the court may order the prosecution to permit the defendant to inspect and copy or photograph any books, papers, documents, photographs, or tangible objects that are within the prosecution's possession and control, upon a showing that the items sought may be material to the preparation of the defense and that the request is reasonable. The order shall specify the time, place, and manner of making the inspection and of taking the copies or photographs and may prescribe such terms and conditions as are just.

(2) Witness's Statements. At any time after the filing of the complaint or summons and complaint, upon the request of a defendant or upon the order of court, the prosecution shall disclose to the defendant the names and addresses of persons whom the prosecution intends to call as witnesses at the hearing or trial, together with any witness statements.

(3) Irrelevant Matters. If the prosecution claims that any material or statement ordered to be produced under this rule contains matter which does not relate to the subject matter of the witness's testimony, the court shall order it to deliver the statement for the court's inspection in chambers. Upon such delivery the court shall excise the portions of the statement which do not relate to the subject matter of the witness's testimony, then the court shall direct delivery of the statement to the defendant.

(4) Statement Defined. The term “statement” as used in sections (2) and (3) of this section in relation to any witness who may be called by the prosecution means:

(a) A written statement made by such witness and signed or otherwise adopted or approved by the witness;

(b) A mechanical, electrical, or other recording, or a transcription thereof, which is a recital of an oral statement made by such witness; or

(c) Stenographic or written statements or notes which are in substance recitals of an oral statement made by such witness and which were reduced to writing contemporaneously with the making of such oral statement.

g. Filing: Actions under this part shall be in writing and filed by the Office of the City Attorney for the City of Aurora.

h. Complaint: An action under this part shall be commenced by the filing of a written verified complaint or a written complaint verified by an affidavit and a motion for temporary restraining order.

i. Parties Defendant To Action: The parties defendant to the action and the persons liable for the remedies in this part include the motor vehicle itself, any person owning or claiming any legal or equitable interest or right of possession in the motor vehicle, all managers and agents for any person claiming a legal or equitable interest in the motor vehicle and any other person whose involvement may be necessary to abate the nuisance, prevent it from recurring or enforce the court's orders. None of these parties shall be deemed necessary or indispensable parties.

j. Personal Service: Service of the summons, complaint, and temporary restraining order upon the owners and/or lienors of a motor vehicle may be served by any peace officer or any party who is not a party and who is not less than eighteen years of age. Service of the summons, complaint, and temporary restraining order may be made by delivering a copy thereof to the person named. Service is also valid if the person named has signed a written admission or waiver of personal service.

k. The issuance of a temporary restraining order, entry of written stipulations and voluntary abatement agreements, entry of default judgments and other uncontested matters pursuant to this part shall be ruled on by the Court based upon the written pleadings and without the appearance of the party(ies).

134-473 COMMENCEMENT OF VEHICULAR PUBLIC NUISANCE ACTIONS; PRIOR NOTIFICATION:

a. Notification Before Filing Civil Actions Under This Part: At least twenty-one (21) calendar days before filing a civil action under this part, written notice shall be served upon the owners and lienors of a motor vehicle by personal service.

b. The notice shall describe the nature of the alleged vehicular public nuisance, shall identify to the extent possible the person(s) actively involved in the vehicular public nuisance and identify the specific motor vehicle involved. The notice shall further advise the recipient that an action under this part may be filed unless the recipient enters into a voluntary abatement agreement with the City pursuant to section 134-482 of this part within twenty-one (21) days of service of the notice.

c. Reasonable Assistance: The Aurora Police Department shall provide reasonable assistance in any effort to voluntarily abate the vehicular public nuisance.

134-474 TEMPORARY RESTRAINING ORDERS IN GENERAL:

a. Continuous Effect of Temporary Restraining Orders: Ex parte temporary restraining orders shall remain continuously in effect unless modified by court order as provided in section 134-476 of this part, by stipulation of the parties or after trial on the merits.

b. No Security Or Bond: No security or bond of any type shall be required of the City in obtaining any temporary restraining order under this part.

c. Form And Scope Of Temporary Restraining Order: Every temporary restraining order shall set forth the reason for its issuance, be reasonably specific in its terms and describe in reasonable detail the acts and conditions authorized, required or prohibited, and shall be binding upon the property, the parties to the action, their attorneys, agents and employees and any other person who receives actual notice of the order.

134-475 TEMPORARY RESTRAINING ORDERS; VEHICULAR PUBLIC NUISANCES:

a. General: The court shall issue an ex parte temporary restraining order if the written complaint, supported by an affidavit, shows by a preponderance of the evidence that there is probable cause to believe that the specified motor vehicle was used to commit, conduct, promote, facilitate or aid the commission of any vehicular public nuisance. The judge shall consider all relevant and reliable evidence, whether or not the evidence would be admissible at trial.

b. Detention and closure of motor vehicle(s): The temporary restraining order shall make the following orders for the detention and closure of motor vehicles and restrained persons as to motor vehicles:

1. The Aurora Police Department shall be ordered to detain and close the motor vehicle(s) using any reasonable force necessary, and to place the same in police custody in the constructive custody of the court, until further order of the court.

2. All named defendants shall be ordered to deposit with the Aurora Police Department all documents evidencing ownership, title, registration, keys and other devices for either access and/or operation of the motor vehicle(s).

3. The Aurora Police Department shall personally serve copies of the summons, complaint, and temporary restraining order upon any person who reasonably appears or claims to hold a legal or equitable interest or right of possession in the motor vehicle at the time of detention and/or closure.

4. All persons shall be restrained from removing, concealing, damaging, destroying, or selling, giving away, encumbering or transferring any interest in the motor vehicle, or using the motor vehicle as security for a bond.

5. Persons holding any legal or equitable interest or right of possession in the motor vehicle shall be ordered to take all reasonable steps to abate the vehicular public nuisance and prevent it from recurring.

6. Any other orders that may be reasonably necessary to take the motor vehicle into the court's constructive custody, and to provide access to and safeguard the motor vehicle.

c. Service: The summons, complaint, and temporary restraining order shall be served as provided by subsection 134-472 (j).

d. These orders shall become effective fourteen (14) days after the date the temporary restraining order is served unless within that fourteen (14) day period a person claiming a legal or equitable interest or right of possession in the motor vehicle, files, sets, serves and has heard a motion to vacate or modify the temporary restraining order(s) as provided in subsection 134-476 (c) of this part, or unless within that fourteen (14) day period a person claiming a legal or equitable interest or right of possession in the motor vehicle files, sets, serves and has heard a motion to stay execution of a temporary restraining order as provided in subsection 134-476 (e) of this part. The motion shall be heard and determined as provided in subsections 134-476 (c) and (e) of this part. A motion properly brought under subsection 134-476 (c) or (e) of this part shall temporarily stay a temporary restraining order until the conclusion of the hearing. No temporary restraining order shall permit the detention and/or closure of a motor vehicle until this fourteen (14) day period has elapsed.

134-476 MOTION TO VACATE OR MODIFY TEMPORARY RESTRAINING ORDER:

a. General: Any party defendant and any person holding any legal or equitable interest or right of possession in any motor vehicle detained and/or closed under this part may file a motion to vacate or modify the temporary restraining order or for return of the motor vehicle. Proceedings on these motions shall be as provided below.

b. Motion To Vacate Or Modify Orders Other Than Those Pertaining To Detained and/or closed Motor Vehicle(s): Where the specific provision in the temporary restraining order complained of pertains to any matter other than a motor vehicle that has been detained and/or closed, the provision of this subsection shall apply and control.

1. Within fourteen (14) days of the date that the temporary restraining order is served, the moving party must:

a. File the written motion to vacate or modify; and

b. Set the motion for a hearing to be held within twenty-one (21) days but not less than fourteen (14) days from the date the motion is filed; and

c. Personally, serve the motion and notice of the hearing on the Office of the City Attorney—Criminal Justice Division. Any motion to vacate a temporary restraining order shall state specifically the factual and legal grounds upon which it is based, and only those grounds may be considered at the hearing.

2. At the hearing, the City shall have the burden of proving by a preponderance of the evidence that there is probable cause to believe that a vehicular public nuisance or vehicular public nuisance activity occurred on, in or about the motor vehicle, or the motor vehicle was used to commit, conduct, promote, facilitate or aid the commission of any vehicular public nuisance. The court shall not vacate or modify the temporary restraining order unless it finds that there is no probable cause to believe that a vehicular public nuisance occurred.

c. Motion To Vacate Or Modify Orders Pertaining to Detained and/or Closed Motor Vehicle(s): Where a specific provision in the temporary restraining order pertains to the retention, closure or receivership of property, the provisions of this subsection shall apply and control.

1. Within fourteen (14) days of the date that the temporary restraining order is executed, the moving party must:

a. File the written motion; and

b. Set the motion for a hearing to be held within twenty-one (21) days but not less than fourteen (14) days from the date of the filing of the motion; and

c. Personally, serve the motion and notice of the hearing on the Office of the City Attorney—Criminal Justice Division. Any motion for return of closed property shall state specifically the factual and legal grounds upon which it is based, and only those grounds may be considered at the hearing.

2. At the hearing on the motion for return or release of a detained and or closed motor vehicle, the party seeking release and return of the motor vehicle shall first have the burden of proving ownership or a right to possession and that the motor vehicle is not relevant evidence in any criminal or traffic proceeding. The party seeking release of the property shall also have the burden of proving that there is no probable cause to believe that a vehicular public nuisance occurred on, in or about the motor vehicle or that an affirmative defense under section 134-479 of this part exists.

3. The court shall not return or release the motor vehicle to the moving party unless it finds by a preponderance of the evidence that:

a. The moving party is the owner of the property or presently entitled to possession; and

b. The property is not relevant evidence in a criminal or traffic proceeding; and

c. There is no probable cause to believe that a vehicular public nuisance was committed on, in or about the motor vehicle or that an affirmative defense under section 134-479 of this part exists.

d. Consolidated Hearing On Motion To Vacate, Modify, And Trial On The Merits: Where all parties so stipulate, the court may order the trial on the merits to be consolidated and tried with a hearing on these motions. Where the trial on the merits is not consolidated, any evidence received at the hearing on these motions need not be repeated at trial but shall be treated as part of the record at trial.

e. Order To Stay Execution Of Temporary Restraining Order: In addition to a motion to vacate or modify orders pursuant to subsections b and c of this section, a defendant may file a written motion for stay of execution of a temporary restraining order. Whenever a motion for stay of execution is filed, the provisions of this subsection shall apply and control.

1. Within fourteen (14) days of the date that the temporary restraining order is served, the moving party must:

a. File a written motion to stay enforcement of the temporary restraining order; and

b. Set the motion for a hearing to be held within twenty-one (21) days but not less than fourteen (14) days from the date of the filing of the motion; and

c. Personally, serve the motion and notice of the hearing on the Office of the City Attorney—Criminal Justice Division.

2. At the hearing, the moving party shall have the burden of proving by a preponderance of the evidence that the defendant is using all reasonable efforts to abate the vehicular nuisance activities, and that those efforts are likely to abate the vehicular nuisance activities.

3. If the court finds:

a. The defendant is using all reasonable efforts to abate the nuisance activities; and

b. These efforts are likely to abate the activities giving rise to the public nuisance; and

c. The public health, safety and welfare would not be impaired by granting a stay of execution of the temporary restraining order, the court may grant a stay of execution of the temporary restraining order not to exceed forty-five (45) days except where a longer period of time is required by law.

4. Any order granting a stay of execution of the temporary restraining order pursuant to subsection e3 of this section shall be reviewed by the court at least seven (7) days prior to expiration of the stay.

134-477 REMEDIES FOR VEHICULAR PUBLIC NUISANCES:

Where the existence of a vehicular public nuisance is established in a civil action under this part by a preponderance of the evidence, the court shall enter permanent prohibitory and mandatory injunctions requiring the parties defendant to abate the vehicular public nuisance and take specific steps to prevent the same and other vehicular public nuisances from occurring. The court shall also order the following remedies:

a. Detention and Closure of Motor Vehicle: That the motor vehicle be detained and closed by impoundment of a period of not less than 30 days and not more than one (1) year from the date of the final judgment, plus any extension of that period caused by a failure to comply with the reasonably necessary conditions for release of the motor vehicle. The issuance and execution of the closure order shall not be deemed a bailment of property.

b. At the end of the closure period, the motor vehicle shall be released to the owner only upon:

1. Payment of all towing fees, storage fees and all actual expenses incurred by the City and payment of all civil judgments under section 134-478 of this part; and

2. Execution by the owners and lienors of a complete and unconditional release of the City and all of its employees and agents for the closure and any and all damages to said vehicle.

c. Upon a showing of good cause, the court may reduce the impoundment and storage fees owed pursuant to paragraph (b) of this subsection, but in no event shall the storage fees be reduced to amount lower than the fair market value of the vehicle.

1. For the purposes of this paragraph (c), "good cause" may be established by a preponderance of the evidence that the storage fees exceed the fair market value of the vehicle.

2. The court shall make written findings of fact and conclusions of law that the moving party has established, by a preponderance of the evidence that good cause exists to support any decision to reduce the amount of impoundment and storage fees owed.

d. In the event that the owners and lienors, or any of them, fail, neglect or refuse to pay the fees, expenses, and judgments, within sixty (60) days of receiving notice of the final judgment of the court, the motor vehicle shall be declared to be abandoned and shall be disposed of in compliance with this Code.

e. At any time after the commencement of an action pursuant to this part the City, through the City Attorney's Office—Criminal Justice Division, and any party defendant to an action under this part may, in writing, voluntarily stipulate to orders and remedies that are different from and may be less stringent than the remedies provided in this part. The voluntary abatement agreement entered pursuant to this part is designed to voluntarily abate the vehicular public nuisance activity occurring and provide reasonable measures to prevent vehicular public nuisance activities from recurring. The voluntary abatement agreement shall address all vehicular public nuisance activity occurring at the time of its execution.

f. The court shall make the written stipulations and voluntary abatement agreements an order of the court and enforce the same. The remedies provided in this part shall be applicable in the event of noncompliance with the voluntary abatement agreement.

134-478 CIVIL JUDGMENT:

a. Judgement for Costs: In any case in which a vehicular public nuisance is established, in addition to the remedies provided above, the court shall impose a separate civil judgment on every person who committed, conducted, promoted, facilitated or aided in the commission of any vehicular public nuisance or who held any legal or equitable interest or right of possession in any motor vehicle used in the vehicular public nuisance activity. This civil judgment shall be for compensating the City for the costs of pursuing the remedies under this part.

b. The civil judgment shall be in the liquidated sum of five hundred dollars ($500.00) and shall be imposed as a judgment against each defendant independently, separately, and severally.

c. In the event that the owners and lienors of a subject motor vehicle, or any of them, fail to file responsive pleadings within twenty-eight (28) days from when the temporary restraining order is served, and set the matter for hearing or trial on the merits, the court shall enter a default judgment and an order deeming the vehicle abandoned. In the event a default judgment and order of

abandonment are entered, the civil judgment provided in subsection (b) of this section shall not be imposed and the vehicle shall be disposed of pursuant to the provisions of section 134-475 of this Code.

134-479 AFFIRMATIVE DEFENSES:

a. It shall be an affirmative defense to an action brought pursuant to this part that the owner of the motor vehicle was not involved in the vehicular public nuisance or vehicular public nuisance activity and that the owner did not know and was not willfully blind towards the vehicular public nuisance or vehicular public nuisance activity.

b. It shall be an affirmative defense to an action brought pursuant to this part that the owner has acted diligently and with good faith to correct the vehicular public nuisance. In addition to any other facts the court considers relevant, the court shall consider the following in determining whether the owner has acted diligently and with good faith:

1. Whether the owner has taken all reasonable steps to abate the vehicular public nuisance activity and restrain and prevent future nuisance activity;

2. Whether the steps taken by the owner have been effective, the vehicular public nuisance no longer exists, and recurrence of the vehicular public nuisance activity does not appear likely; and

3. Whether the owner or any agent, employee or assign was involved in activity which created or encouraged the vehicular public nuisance condition.

c. The Court shall consider competent evidence that rebuts any or both affirmative defenses.

134-480 SUPPLEMENTARY REMEDIES FOR VEHICULAR PUBLIC NUISANCES:

In any action in which probable cause for the existence of a vehicular public nuisance is established, in the event that the parties defendant, or any one of them, fails, neglects, or refuses to comply with the court's temporary restraining orders, closure and other orders, the court may, upon the written motion of the City, in addition to or in the alternative to the remedy of contempt, permit the City to enter, detain and abate by impoundment the vehicular public nuisance and/or perform other acts required of the defendants in the court's temporary restraining orders and other orders.

134-481 OTHER SEIZURES, CLOSURES, FORFEITURES, CONFISCATIONS AND REMEDIES:

Nothing in this part shall be construed to limit or forbid the seizure, confiscation, closure, destruction, forfeiture of property or use of other remedies, now or later required, authorized or permitted by any other provision of law. Nothing in this part shall be construed as requiring that evidence and property seized, confiscated, closed, forfeited or destroyed under other provisions of law be subjected to the special remedies and procedures provided in this part.

134-482 VOLUNTARY ABATEMENT AGREEMENT; STIPULATED ALTERNATIVE REMEDIES:

a. The goal of a voluntary abatement agreement, and other stipulated alternative remedies is to abate the vehicular public nuisance, prevent vehicular public nuisances from recurring, deter vehicular public nuisance activity and protect public interest. The City, through the City Attorney's Office—Criminal Justice Division, and any party defendant to an action under this part may, in writing, voluntarily stipulate to orders and remedies that are different from and may be less stringent than the remedies provided in this part. The voluntary abatement agreement entered pursuant to this part is designed to voluntarily abate the vehicular public nuisance activity occurring and provide reasonable measures to prevent vehicular public nuisance activities from recurring. The voluntary abatement agreement shall address all vehicular public nuisance activity occurring at the time of its execution.

b. The Aurora Police Department shall render reasonable assistance to effectuate the voluntary abatement agreement.

c. The court shall make the written stipulations and voluntary abatement agreements an order of the court and enforce the same. The remedies provided in this part shall be applicable in the event of noncompliance with the voluntary abatement agreement.

d. Compliance and completion of a voluntary abatement agreement shall preclude a civil action from being filed pursuant to this part for the vehicular public nuisance activity, which was the subject of the voluntary abatement agreement. Nothing herein shall preclude the filing of a civil action pursuant to this part for new vehicular public nuisance activity occurring after completion of the voluntary abatement agreement, or activity not addressed in the voluntary abatement agreement.

134-483 LIMITATION ON ACTION:

Actions under this part shall be filed no later than one year after the vehicular public nuisance or the last in a series of acts constituting the vehicular public nuisance occurs. This limitation shall not be construed to limit the introduction of evidence of vehicular public nuisances that occurred more than one year before the filing of the complaint when relevant for any purpose.

Section 2. One Year Pilot. This ordinance will be subject to a one-year pilot program. A member of the City Council may have this ordinance called before a regular session of the City Council no later than one year after the effective date of this ordinance—otherwise the ordinance will remain in full force and effect.

Section 3. Severability. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 4. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 5. 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.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2021.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2021.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

_____
GEORGE G. KOUMANTAKIS, Criminal Prosecution Manager

Article XII Of The City Code

Vehicular Public Nuisances

Chapter 134-470 thru 134-483

Vehicular Public Nuisances

Purpose:

- Provide Aurora police officers with a new tool to help abate the escalation of public nuisance of illegal street racing and roadway takeovers by means of a motor vehicle.
- The purpose of this article is not to punish, but to remedy vehicular public nuisances.

Vehicular Public Nuisances

- The abatement of vehicular public nuisances for the protection of public health, safety, and welfare is a matter of local concern and supports the mission statement of APD and advances the mission and goal of the Traffic Section:
  - *Partnering with our community to make Aurora safer everyday.*
    - *Implementation of this ordinance is a direct response to City Council and citizen inquires about how the issue of street racing is being addressed. This is an actionable tool for enforcement.*
    - ***To successfully combat illegal street racing activity, a collaborative effort is necessary by Law Enforcement, the Judicial system, legislators, and the community. This partnership approach is a core tenant of community-oriented policing.***
  - *Reduce the number and severity of traffic collisions.*
  - *Make Aurora roadways safer and more efficient.*

Vehicular Public Nuisances

History:

- Traffic fatalities in Aurora set a new record in 2020 with 36 total. While street racing cannot be directly attributed to these fatalities, we do know speed was a factor in at least 10 fatalities.
- This does not include 672 additional crashes involving injury where often times speed and or dangerous driving is a contributing factor.

“Takeovers”

In the past year, the City of Aurora has experienced many intersection, highway, and private property takeovers presenting a threat to public safety. The Hwy. I-225 incident received national media attention.

Many incidents occur while trespassing on private property in the warehouse districts and cost the property owners and management companies tens of thousands of dollars in surface damage. There are also significant costs in purchasing surveillance systems, the construction of fencing and controlled access points, and the hiring of private security or police (Secondary employment) to protect properties from trespassing and damage.

“Takeovers”

The following photos are from an actual incident which occurred at N. Peoria St. and N. Del Mar Cr.

“Takeovers”

This willful and wanton illegal conduct endangers the safety and welfare of Aurora’s citizens while also actively challenging law enforcement. They instruct their followers to hold fast when the police arrive stating the police are powerless to stop them.

Notice the surface damage, large and powerful fireworks, and the proximity of bystanders and participants to the vehicles in motion and the exploding fireworks.

“Takeovers”

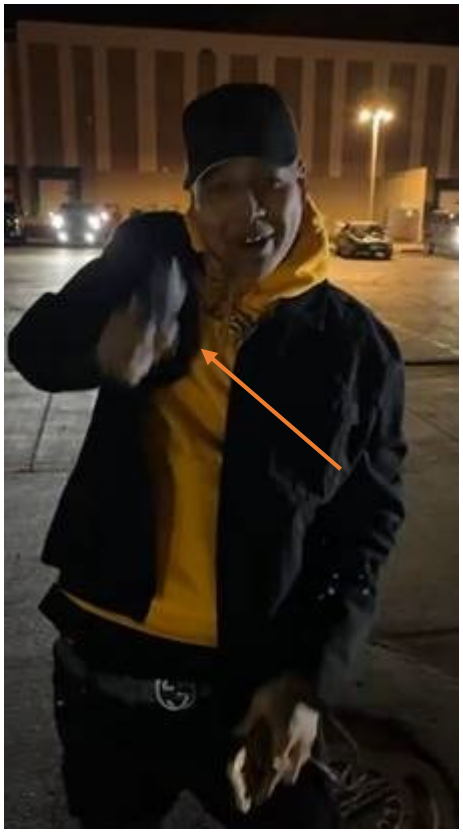
Actual still shot captured from a live broadcast video of a takeover incident in the warehouse district at 1910 Gun Club Rd.

Officers later recovered five (5) shell casings in the parking lot. Upon scientific analysis, several were associated to a firearm utilized in other metro area crimes.

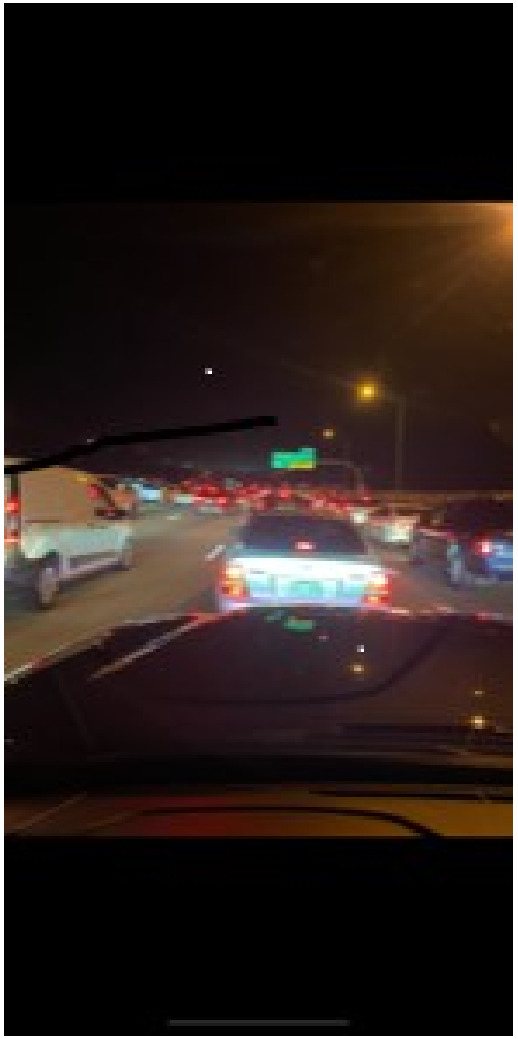
This individual yet to be identified.

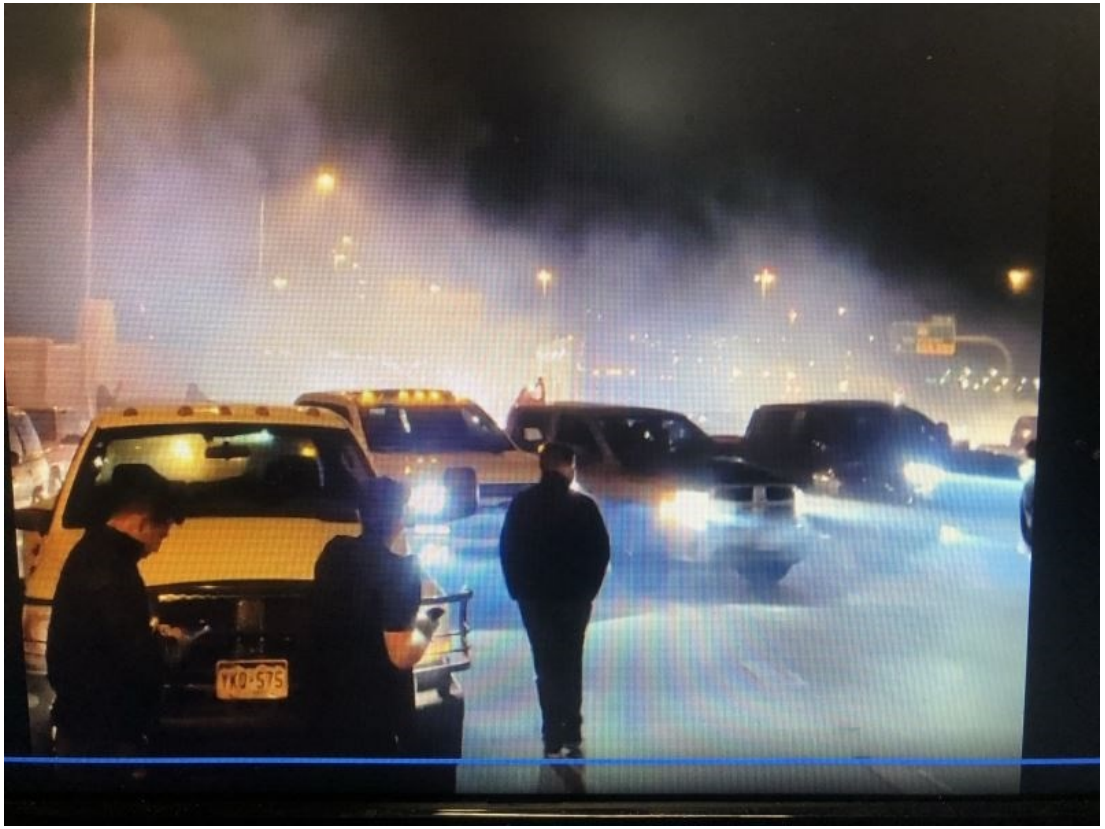
“Takeovers”

Brandishing of firearms and subsequent shots being fired are not uncommon at these gatherings and takeovers.



HWY. I-225 Takeover





HWY. I-225 Takeover

- Garnered local and national media attention.
- **Deliberately planned and orchestrated** by one perpetrator.
- **Motive** was retaliation for street racing enforcement where he was contacted multiple times by L.E. and cited.
- Hundreds of innocent citizens were caught in a helpless situation with no way out.
- Over 40 victims were identified, contacted and interviewed by investigators through a rigorous investigation.

HWY. I-225 Takeover

- Victims were falsely imprisoned on the highway. Police, Fire, and EMS personnel's ability to quickly respond to calls for service and medical emergencies were jeopardized as the highway was shutdown and backed up for miles.
- Victims stated they were both scared and angry for being subjected to what was described as selfish, reckless and dangerous behavior. They witnessed firearms being brandished and powerful fireworks being ignited near people and vehicles.
- Case was exceptionally cleared prior to the conclusion of the investigation and the filing of formal charges due to the death of the primary offender. (Press Release).

Vehicular Public Nuisances

Street Racer Calls For Service:

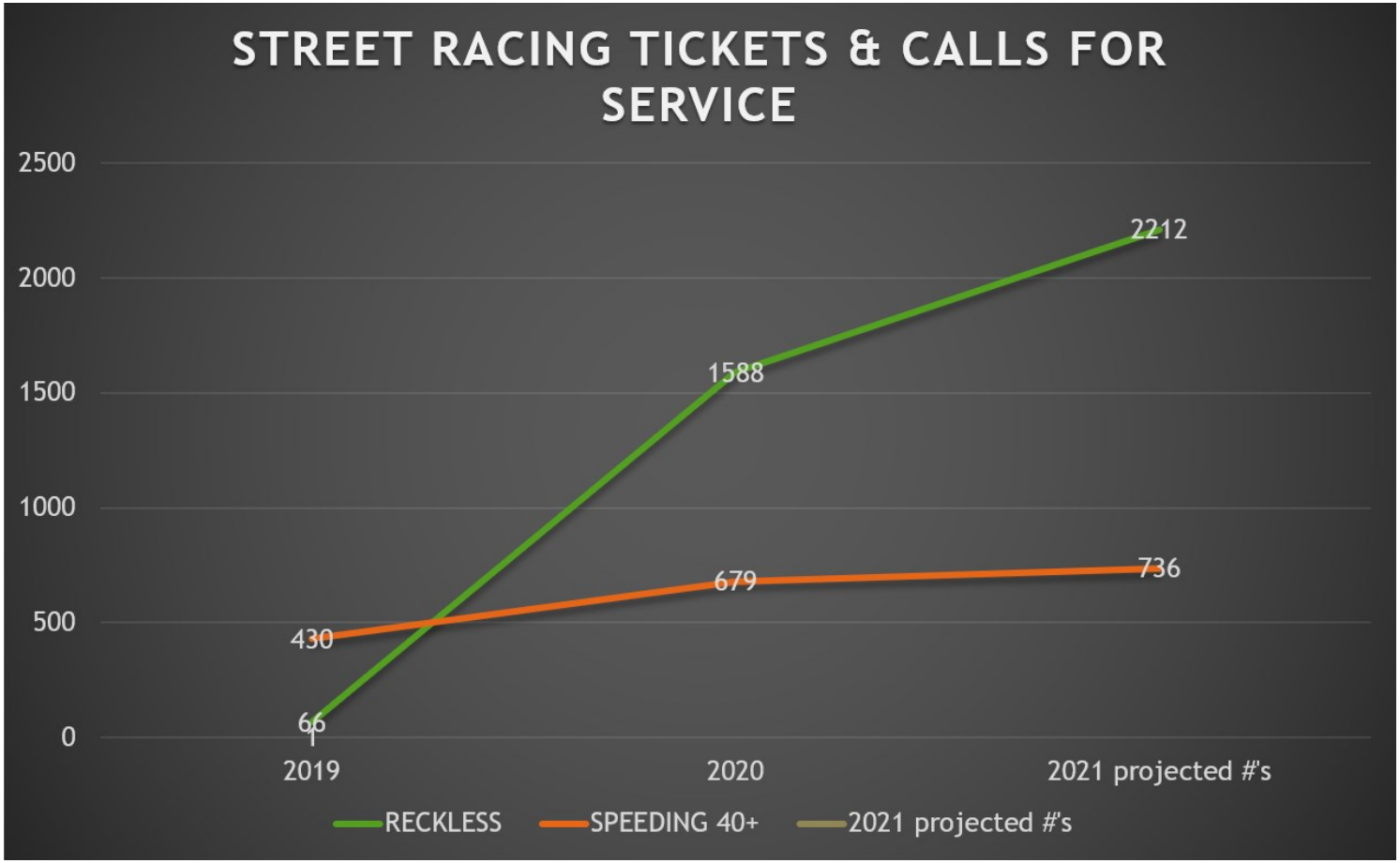
- Citizen reports to PSCC of real time street racer activity has exploded since 2019:
  - **2019**: 66
  - **2020**: 1588
  - **2021**: 1st Qtr. – 553

Vehicular Public Nuisance

- **Speeding Tickets: 40+**
- 2019: 430
- 2020: 679
- 2021: 1st Qtr. – 184

- APD does not pursue drivers who elude. Instances of eluding are increasing and being reported via police radio weekly and sometimes can be heard daily. In April 2021, during a law force enforcement operation for a planned street racing event, 2 motorcycles and 1 car from a street racing group eluded officers attempting to stop perpetrators and cite violations.

Vehicular Public Nuisance



Vehicular Public Nuisance

Definition:

- Any motor vehicle used to commit, conduct, promote, facilitate or aid in the commission of street racing illegal activity…Evidence of the existence of a vehicular public nuisance shall include, but not limited to, evidence that the motor vehicle was used in one (1) or more of the following street racing related illegal activities:

Vehicular Public Nuisance

1. Careless Driving
2. Eluding or attempting to elude a police officer
3. Injury to Property
4. Minimum Speed Regulations
5. Obstructing Highways or Other Passageways
6. Reckless Driving
7. Speed Contests-Exhibitions
8. Street Racing
9. Trespassing as prohibited

**Prohibited by MTC, City Ordinance, and or C.R.S.

AURORA POLICE

Thank you for your time and thoughtful consideration

CITY OF AURORA
Council Agenda Commentary

Item Title: Ordinance to Amend Section 54-4 of the City Code Pertaining to Terms of Council Members, Vacancies; by Adopting New Subsection (C) Pertaining to Remedies or Penalties for Noncompliance with Article 3-7 of the City Charter or Section 54-4 of the City Code
Item Initiator: Dan Brotzman, City Attorney
Staff Source/Legal Source: Dan Brotzman, City Attorney; David Lathers, Senior Assistant City Attorney; Jack Bajorek, Deputy City Attorney; Rachel Allen, Client Group Manager
Outside Speaker: N/A
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 7/12/2021

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

☐ Approve Item as proposed at Study Session

☐ Information Only

☐ Approve Item and Move Forward to Regular Meeting

☒ Approve Item as proposed at Regular Meeting

☐ Approve Item with Waiver of Reconsideration

Why is a waiver needed?Click or tap here to enter text.

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

☐ Recommendation Report Attached

☐ Minutes Attached

☐ Minutes Not Available

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

N/A

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

This ordinance sets the remedy as a regular or special election to fill a vacancy on City Council if an appointment is not made pursuant to the requirments of City Charter Art. 3-7 and discontinues the general penalty provision from applying in this particular circumstance.

QUESTIONS FOR COUNCIL

Would City Council like to adopt an ordinance to allow for an election if an appointment is not made within 45 days to fill a vacancy on City Council and discontinue the possibility of applying the general penalty provision if an appointment is not made within 45 days?

LEGAL COMMENTS

Council shall act only by ordinance, resolution or motion. All legislative enactments must be in the form of ordinances; all other actions, except as herein provided, may be in the form of resolutions or motions. City Charter Art. 5-1.

Although items may be requested by other parties, Council Members, City Manager, City Attorney, Chief Public Defender, Presiding Judge, and Court Administrator are the only ones who have authority to place items on the Study Session and Regular/Special Meeting agendas. Each such item shall indicate the party requesting the item. Council Rule B.2. (Allen)

This ordinance is not being presented as an emergency ordinance. The option of an emergency ordinance would be available for the preservation of public property, health, peace and safety and with unanimous approval of the members present. The fact showing such urgency and need must be specifically stated in the ordinance itself. An emergency ordinance takes effect upon publication following final passage rather than thirty days after publication following final passage. City Charter Art. 5-6.

Note that this ordinance only addresses the potential remedy for a violation of Charter if and when the Council fails to appoint a replacement Council Member within 45 days of a vacancy, and that the failure to appoint a replacement remains a violation of that specific requirement of the Charter. (Bajorek)

PUBLIC FINANCIAL IMPACT

☐ YES ☒ NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain: N/A

ORDINANCE NO. 2021- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 54-4 OF THE CITY CODE PERTAINING TO TERMS OF COUNCIL MEMBERS, VACANCIES, BY ADOPTING A NEW SUBSECTION (C) PERTAINING TO REMEDIES OR PENALITIES FOR NONCOMPLIANCE WITH ARTICLE 3-7 OF THE CITY CHARTER OR SECTION 54-4 OF THE CITY CODE

WHEREAS, the General Penalty Provision set forth in Section 1-13 of the Aurora Municipal Code currently applies to this provision for noncompliance; and

WHEREAS, the remedy proposed removes the criminal penalty and substitutes an election to resolve the issue;

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

Section 1. The City Code of the City of Aurora, Colorado, is hereby amended by adding a subsection, to be denominated "(c)", which subsection is to read as follows:

(c) The sole remedy for failure to fill the vacancy under this section and Article 3 Section 7 of the Charter shall be a special or regular municipal election to fill such vacancy provided there will not be a regular municipal election within one hundred and eighty (180) days. The General Penalty Provision in Section 1-13 of this City Code shall not apply.

Section 2. Severability. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 3. The added subsection (c) in Section 1 above shall apply to any Council vacancy that exists or occurs on or after the effective date of this ordnance.

Section 4. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 5. All 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.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2021.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2021.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

David Lathers RLA
DAVID LATHERS, Senior Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: 2021 ACLC Heavy Fleet Program Financing Ordinance
Item Initiator: Andrew Jamison, Senior Debt Analyst
Staff Source/Legal Source: Andrew Jamison, Senior Debt Analyst / Hanosky Hernandez Perez, Assistant City Attorney
Outside Speaker: n/a
Council Goal: 2012: 6.1--Ensure the delivery of high quality services to residents in an efficient and cost effective manner

COUNCIL MEETING DATES:

Study Session: 5/3/2021

Regular Meeting: 5/24/2021

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as proposed at Study Session

☐ Information Only

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as proposed at Regular Meeting

☐ Approve Item with Waiver of Reconsideration

Why is a waiver needed?Click or tap here to enter text.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 3/23/2021

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Recommendation Report Attached

☒ Minutes Attached

☐ Minutes Not Available

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

This is the continuation of a fleet financing program begun in 2012 through the use of the Aurora Capital Leasing Corporation. Due to COVID-related production delays and other issues, no financing was completed in 2020. The 2019 fleet financing closed with terms of $3.9 million for 6.3 years at a rate of 1.97 %. In 2018, ACLC completed a 7.5 year fleet financing for $1.75 million at a rate of 3.13%. In 2017, ACLC completed a 7.5 year fleet financing for $1.22 million at a rate of 1.98%. In 2016, ACLC completed a 7.5 year fleet financing for $2.0 million at a rate of 1.46%. In 2015 ACLC completed a seven year fleet financing for $3.2 million at a rate of 1.68%. Staff seeks to replicate this program in 2021.

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

Beginning in 2012, staff solicited third party financing for annual fleet acquisitions. The results were quite favorable to the City. Given this success and the continued interest among local banks to provide such financing, staff will again solicit financing proposals for 2021 fleet needs. The first step is to seek Council approval of a Lease Purchase and Financing Ordinance followed by a request for financing proposals later this year.

In the approved 2021 budget, Public Works will acquire up to seven vehicles (six Dump Trucks and an asphalt machine) and Fire will acquire eight vehicles (four Pumpers, Ladder, two Brush Trucks, & Tender) for a total cost not to exceed $10,000,000, financed for a term not to exceed 130 months at a rate not to exceed 5.00%.

Staff recommends approval.

QUESTIONS FOR COUNCIL

Does the City Council support soliciting third party financing for the 2021 fleet acquisition and moving this item forward to Regular Meeting?

LEGAL COMMENTS

The City is authorized pursuant to state statute, the City's home rule powers, and 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. (C.R.S. Section 31-15-801, Colo. Const. Article XX, Section 6, and City Code Section 2-683) (Allen)

PUBLIC FINANCIAL IMPACT

☒ YES ☐ NO

If yes, explain: Yearly Lease payments must be appropriated from the General Fund.

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain: n/a

EXHIBIT B

DESCRIPTION OF EQUIPMENT
LEASE NO. 2021-x

ACLC Fleet Financing Series 2021

Type of Equipment	Total Cost	Delivery Date	PO Ref
Three Dump Trucks	$774,847	Jan-2021	20P0169
Fire Pumper & Equipment	$764,964	Mar-2021	20P0600
Fire Pumper & Equipment	$764,964	Mar-2021	20P0600
Fire Ladder Truck & Equipment	$1,240,615	Apr-2021	20P0600
Fire Brush Truck & Equipment	$304,000	Dec-2021	Pending
Fire Pumper & Equipment	$843,900	Jan-2022	Pending
Fire Pumper & Equipment	$843,900	Jan-2022	Pending
Fire Tender Truck & Equipment	$750,000	May-2022	Pending
Fire Brush Truck & Equipment	$411,700	Mar-2022	Pending
Three Dump Trucks	$904,800	Dec-2021	Pending
Asphalt Milling Machine	$630,000	Nov-2021	Pending
Totals	***$8,233,690***		
	$25,000.00		
	$1,000.00		
	$8,259,689.64		

Preliminary cost indications, Purchase Orders are NOT finalized

[1] Does not include allocable portion of costs of execution and delivery of the Lease, to be included in the final Exhibit.

ORDINANCE NO. 2021-____

A BILL

FOR AN ORDINANCE AUTHORIZING THE USE OF LEASE-PURCHASE FINANCING TO ACQUIRE CERTAIN EQUIPMENT DURING THE 2021 FISCAL YEAR PURSUANT TO THE TERMS OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT BY AND BETWEEN THE AURORA CAPITAL LEASING CORPORATION, AS LESSOR, AND THE CITY OF AURORA, COLORADO, AS LESSEE; AUTHORIZING OFFICIALS OF THE CITY TO TAKE ALL ACTION NECESSARY TO CARRY OUT THE TRANSACTIONS CONTEMPLATED HEREBY; AND OTHER RELATED MATTERS

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 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, in order to provide for the capital asset needs of the City, the City Council of the City (the "Council") hereby determines that it is necessary and in the best interests of the City and its citizens that the City undertake lease-purchase financing of equipment for use by the City for governmental or proprietary purposes; and

WHEREAS, the City wishes to obtain lease-purchase financing of certain equipment, to be acquired during the 2021 fiscal year (the "Equipment"), including vehicles for use by the Public Works Department ("Public Works"), and the Fire Department ("Fire") to be completed within 12 months of the date hereof; and

WHEREAS, the Equipment is hereby authorized to be financed by tax exempt municipal lease purchase financing from the Aurora Capital Leasing Corporation ("ACLC") with cash balances made available to ACLC by the City or pursuant to a direct placement of a lease-purchase agreement, or an assignment thereof, as a tax-exempt obligation, with one or more banks or institutional investors selected by the Finance Director through an informal competitive process (a "Financing"); and

WHEREAS, the City previously declared its official intent for federal income tax purposes, pursuant to 26 CFR § 1.150-2 and Ordinance No. 2018-18 of the Council, to reimburse the City for any capital expenditures made in connection with the acquisition of all or a portion of the Equipment with the proceeds of the Financing; and

WHEREAS, there has been filed for public inspection with the City Clerk in connection herewith a proposed form of Equipment Lease Purchase Agreement (the "Lease"), to be entered into by and between ACLC, as lessor, and the City, as lessee; and

WHEREAS, as specific items of equipment are acquired by ACLC for the City's use during the 2021 fiscal year, one or more Leases may be executed by and between ACLC and the City in accordance with the parameters set forth in this ordinance (the "Ordinance").

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

Section 1. *Ratification of Actions*. All action heretofore taken, not inconsistent with the provisions of this Ordinance, by the Council or the officers of the City, directed toward the acquisition of the Equipment and the preparation of the form of the Lease are hereby ratified, approved and confirmed.

Section 2. *The Equipment*. The City is hereby authorized to obtain lease-purchase financing through one or more lease-purchase agreements with ACLC for up to and including fifteen (15) vehicles and other equipment for use by Public Works and Fire to be acquired during the 2021 fiscal year, including all equipment, software, warranties, and service contracts accessory thereto and/or associated therewith.

Section 3. *Maximum Principal Amount; Interest Rate; Term*. The principal amount to be financed shall not exceed Ten Million Dollars ($10,000,000.00), the interest component of rental payments to be made by the City shall accrue at a rate not to exceed five percent (5.0%), and the term of any Lease hereunder shall not exceed one hundred thirty (130) months. Rental payments may be made annually, semi-annually, or at any other convenient interval as determined by the Director of Finance

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 Equipment 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 the acquisition of the Equipment by means of lease-purchase financing.

Section 5. *Agency Relationship*. Pursuant to the Lease, the City shall act as the agent of ACLC solely for the purpose of acquiring the Equipment. The City will do all things necessary to effect the acquisition of the Equipment free and clear of any encumbrances and subject the same to any security interests as may be contemplated under the Lease.

Section 6. *Approval and Execution of Documents; Authorized Officers*. The Lease, in substantially the form filed in the office of the City Clerk prior to the final adoption of this Ordinance, is in all respects approved, authorized and confirmed. The Mayor is hereby authorized and directed to execute and deliver, and the City Clerk is hereby authorized and directed to affix the seal of the City to, and attest, each Lease hereunder in substantially the form filed with the City Clerk, with such changes as are not inconsistent with the intent of this Ordinance and as approved by the City Attorney. The Council hereby designates the Director of Public Works, the Chief of the Fire Department and the Director of Finance to act as "Authorized Officers" under each Lease

(the "Directors"). The Directors shall cause all title to, or other indicia of ownership of, the Equipment to be issued in ACLC's name. Prior to the execution of each Lease, the description and price of the Equipment subject to the Lease and the schedule of rental payments allocated to the Equipment under the Lease shall be approved by a certificate executed by the Director of Finance (the "Final Terms Certificate") and attached as a schedule to the Lease.

Section 7. *Additional Documents*. The City Clerk is hereby authorized and directed to attest all signatures and acts of any official of the City in connection with the matters authorized by this Ordinance. The Mayor and the Authorized Officers are hereby authorized to execute and deliver for and on behalf of the City any and all additional certificates, documents and other papers 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 8. *No General Obligation or Other Indebtedness*. The obligation of the City to make rental payments under the Lease is subject to annual appropriation by the Council and constitutes an undertaking of the City to make current expenditures. Such payments are subject to termination and nonrenewal by the City in accordance with the provisions of the Lease. No provision of this Ordinance or any Lease 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 9. *Expression of Need*. The City hereby declares its current need for the Equipment. It is hereby declared to be the present intention and expectation of the Council that each Lease will be renewed annually until title to all of the Equipment is acquired by the City pursuant to the Lease; but this declaration shall not be construed as contractually obligating or otherwise binding the City.

Section 10. *Reasonable Rentals*. The Council hereby determines and declares that, after execution and delivery of each Lease, the rental payments due thereunder will represent the fair value of the use of the Equipment and the purchase price, as defined therein, will represent, as of any date upon which the City may exercise its option to purchase such Equipment, the fair purchase price of such Equipment. The Council further hereby determines and declares that, after the execution and delivery of each Lease, 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 Equipment pursuant to the Lease. In making such determinations, the Council has given consideration to the cost of acquiring and installing the Equipment, the uses and purposes for which the Equipment will be employed by the City, the benefit to the citizens of the City by reason of the acquisition and use of the Equipment pursuant to the terms and provisions of each Lease, the City's option to purchase the Equipment, and the expected eventual vesting of title to, or other indicia of ownership of, the Equipment in the City. The Council hereby determines and declares that, after execution and delivery of each Lease, the maximum duration of the portion of the Lease allocable to any item of Equipment separately identified in the payment schedule appended thereto will not exceed the weighted average useful life of such item of Equipment.

Section 11. *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 purchase of the Equipment are in all respects ratified, approved and confirmed.

Section 12. *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 13. *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 14. *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.

[Remainder of page intentionally left blank]

INTRODUCED, READ AND ORDERED PUBLISHED this ___ day of _____, 2021.

PASSED AND ORDERED PUBLISHED BY REFERENCE this ___ day of _____, 2021.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

_____
HANOSKY HERNANDEZ, Assistant City Attorney

ORDINANCE NO. 2021-____

A BILL

FOR AN ORDINANCE AUTHORIZING THE USE OF LEASE-PURCHASE FINANCING TO ACQUIRE CERTAIN EQUIPMENT DURING THE 2021 FISCAL YEAR PURSUANT TO THE TERMS OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT BY AND BETWEEN THE AURORA CAPITAL LEASING CORPORATION, AS LESSOR, AND THE CITY OF AURORA, COLORADO, AS LESSEE; AUTHORIZING OFFICIALS OF THE CITY TO TAKE ALL ACTION NECESSARY TO CARRY OUT THE TRANSACTIONS CONTEMPLATED HEREBY; AND OTHER RELATED MATTERS

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 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, in order to provide for the capital asset needs of the City, the City Council of the City (the "Council") hereby determines that it is necessary and in the best interests of the City and its citizens that the City undertake lease-purchase financing of equipment for use by the City for governmental or proprietary purposes; and

WHEREAS, the City wishes to obtain lease-purchase financing of certain equipment, to be acquired during the 2021 fiscal year (the "Equipment"), including vehicles for use by the Public Works Department ("Public Works"), and the Fire Department ("Fire") to be completed within 12 months of the date hereof; and

WHEREAS, the Equipment is hereby authorized to be financed by tax exempt municipal lease purchase financing from the Aurora Capital Leasing Corporation ("ACLC") with cash balances made available to ACLC by the City or pursuant to a direct placement of a lease-purchase agreement, or an assignment thereof, as a tax-exempt obligation, with one or more banks or institutional investors selected by the Finance Director through an informal competitive process (a "Financing"); and

WHEREAS, the City previously declared its official intent for federal income tax purposes, pursuant to 26 CFR § 1.150-2 and Ordinance No. 2018-18 of the Council, to reimburse the City for any capital expenditures made in connection with the acquisition of all or a portion of the Equipment with the proceeds of the Financing; and

WHEREAS, there has been filed for public inspection with the City Clerk in connection herewith a proposed form of Equipment Lease Purchase Agreement (the "Lease"), to be entered into by and between ACLC, as lessor, and the City, as lessee; and

WHEREAS, as specific items of equipment are acquired by ACLC for the City's use during the 2021 fiscal year, one or more Leases may be executed by and between ACLC and the City in accordance with the parameters set forth in this ordinance (the "Ordinance").

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

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(the "Directors"). The Directors shall cause all title to, or other indicia of ownership of, the Equipment to be issued in ACLC's name. Prior to the execution of each Lease, the description and price of the Equipment subject to the Lease and the schedule of rental payments allocated to the Equipment under the Lease shall be approved by a certificate executed by the Director of Finance (the "Final Terms Certificate") and attached as a schedule to the Lease.

Section 7. *Additional Documents*. The City Clerk is hereby authorized and directed to attest all signatures and acts of any official of the City in connection with the matters authorized by this Ordinance. The Mayor and the Authorized Officers are hereby authorized to execute and deliver for and on behalf of the City any and all additional certificates, documents and other papers 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.

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Section 11. *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 purchase of the Equipment are in all respects ratified, approved and confirmed.

Section 12. *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 13. *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 14. *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 _____, 2021.

PASSED AND ORDERED PUBLISHED BY REFERENCE this _____ day of _____, 2021.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

RLA
_____
HANOSKY HERNANDEZ,
Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Consideration of AN ORDINANCE FOR INTRODUCTION of the City Council of the City of Aurora, Colorado, annexing three contiguous city-owned parcels of land located in the Southeast Quarter of Section 12, Township 4 South, Range 66 West of the 6th Principal M
Item Initiator: Rickhoff, Laura – Development Project Manager – General Management
Staff Source/Legal Source: Rickhoff, Laura – Development Project Manager – General Management/Rulla, Brian – Assistant City Attorney – City Attorney's Office
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: 7/12/2021

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

☐ Approve Item as proposed at Study Session

☐ Information Only

☐ Approve Item and Move Forward to Regular Meeting

☒ Approve Item as proposed at Regular Meeting

☐ Approve Item with Waiver of Reconsideration

Why is a waiver needed?Click or tap here to enter text.

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

☐ Recommendation Report Attached

☐ Minutes Attached

☐ Minutes Not Available

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

The land proposed to be annexed is owned by the City of Aurora. Over the past decade, the City of Aurora (City) has been actively working to conserve open space and habitat along the Triple Creek Greenway corridor in the northeastern corner of the city. This corridor includes the confluence of Coal Creek, Murphy Creek, and Sand Creek and contains a high-quality assemblage of environmental values including wetlands, plains, riparian habitat, native shortgrass prairie, active bald eagle nests, and extensive prairie dog colonies. As part of this regional conversation effort, several open space properties were acquired in recent years with the support of many partners, including Arapahoe County Open Space, Great Outdoors Colorado, The Trust for Public Land, Buckley Air Force Base, and the State of Colorado.

The E-470 Remnant Parcels arose as an open space acquisition opportunity in 2008 when the E-470 Public Highway Authority declared some of their landholdings to be 'remnants', meaning the Authority had no need to retain the parcels for highway purposes and was willing to sell them. Given the mutual interests of both the City and Arapahoe County to protect open space for greenway and trail purposes along Coal Creek, notice was given to the Authority in 2008 that both jurisdictions intended to pursue acquisition of the remnant parcels as a partnership project. The acquisition and concept of a collaborative effort between Aurora and the County was approved during Executive Session in April 2009. Staff proceeded with the acquisition project, including the execution of an IGA with the County.

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

The parcels fall within the city's annexation boundary and meet contiguity requirements.

The initial zoning ordinance will be presented to City Council following the annexation ordinance and will be heard separately due to the process of establishing jurisdiction with this particular annexation. One of the three properties has the Arapahoe County Land Use classification of Road Tracts and the other two properties have a classification of Vacant Land. The city plans to seek an initial zoning of the property to O-Open. No improvements other than a future trail are planned for this property. The character of O-Open zoning is inherently consistent and compatible with the surrounding planned and existing developments.

The annexation process follows state law, and this city-owned annexation ordinance will be considered over two City Council meetings:

1. City Council considers the Introduction of the Annexation Ordinance.
2. City Council considers the Annexation Ordinance on final reading.

QUESTIONS FOR COUNCIL

Does City Council wish to approve this Ordinance?

LEGAL COMMENTS

When the municipality is the sole owner of the area that it desires to annex, which area is eligible for annexation in accordance with section 30(1)(c) of article II of the state constitution and sections 31-12-104(1)(a) and 31-12-105 , the governing body may by ordinance annex said area to the municipality without notice and hearing as provided in sections 31-12-108 and 31-12-109. (Colo. Rev. Stat. §31-12-106(3)).

(Rulla)

PUBLIC FINANCIAL IMPACT

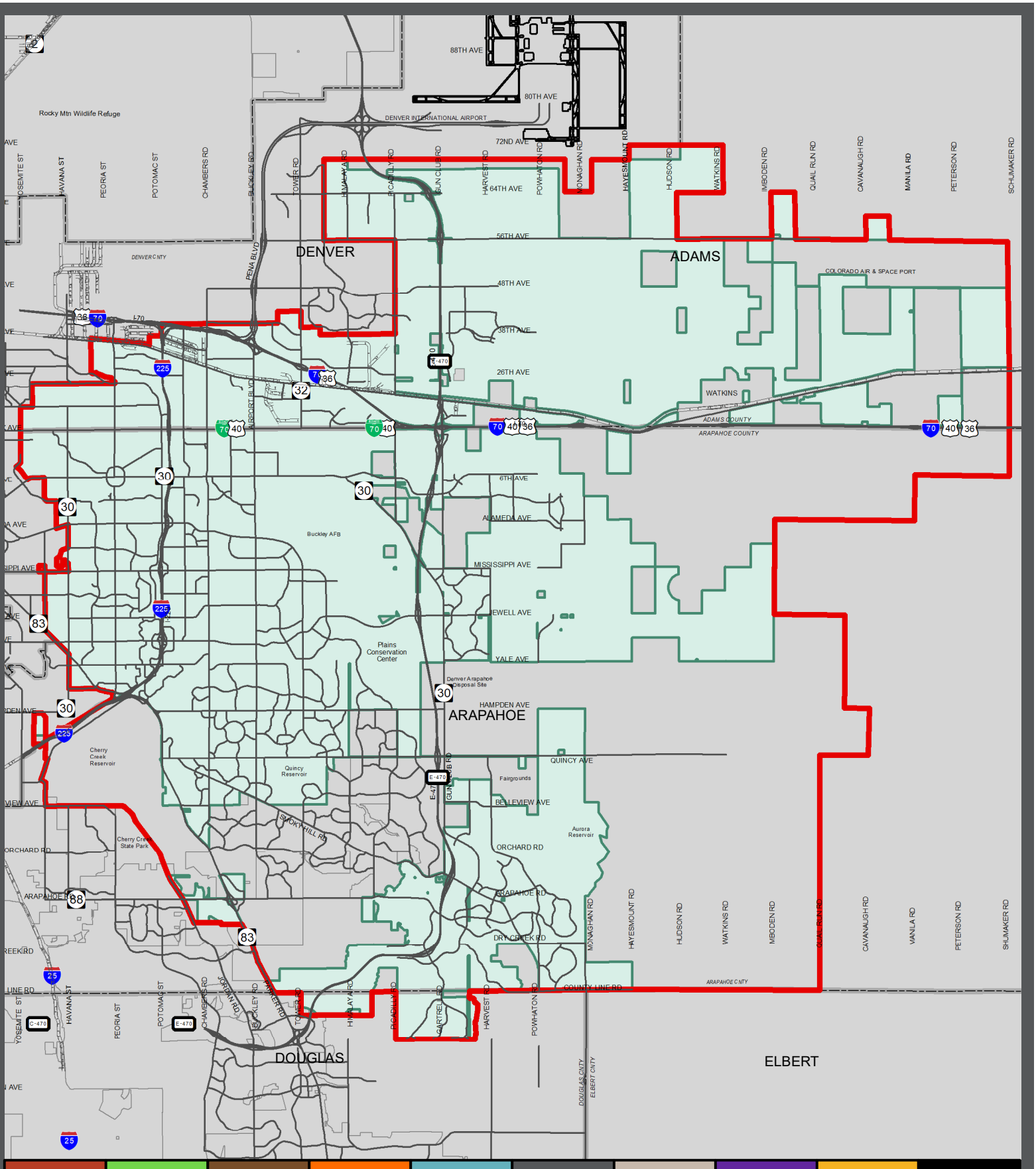
☒ YES ☐ NO

If yes, explain: Financing the municipal services within the area to be annexed will be addressed through the City of Aurora annual budget process.

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain: N/A



Planning & Development Services

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

City of Aurora, Colorado

2021 Annexation Boundary

May 17, 2021

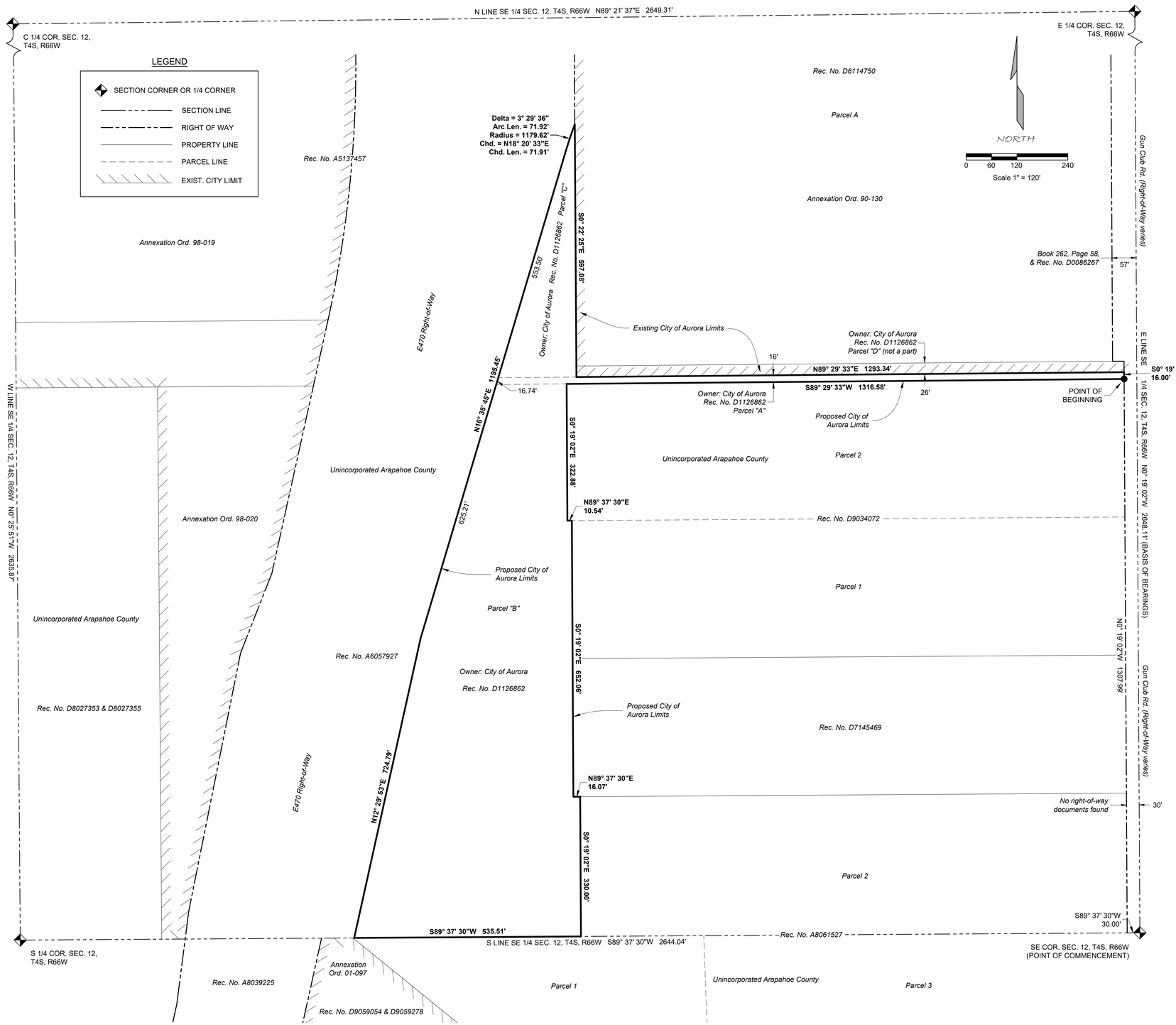
Legend

- Planning Area Boundary
- Aurora
- Other Jurisdictions

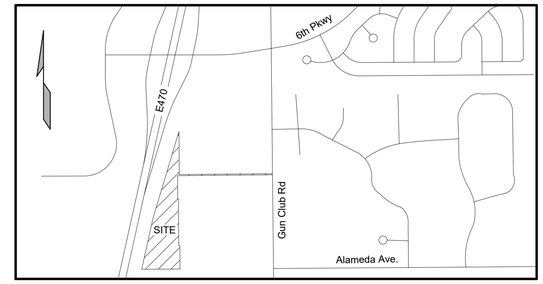
5/17/2021 I:\GIS\Arc10_MXDs\Planning\General Interest\2020 Annexation - City Limits.mxd

ANNEXATION MAP

BEING A PART OF THE SE 1/4 OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO



Vicinity Map - No Scale



Land Description:

A parcel of land situated in the SE 1/4 of Section 12, Township 4 South, Range 66 West of the 6th Principal Meridian, County of Arapahoe, State of Colorado, being Parcels "A", "B", and "C" as described in that Special Warranty Deed recorded at Rec. No. D1126862 in the office of the Arapahoe County Clerk and Recorder, more particularly described as follows:

Commencing at the SE corner of said Section 12 (from whence the E 1/4 of said section bears N0°19'02"W, a distance of 2648.11 feet);

Thence S89°37'30"W, coincident with the south line of said SE 1/4, a distance of 30.00 feet to a point on the westerly right-of-way of Gun Club Rd.

Thence N0°19'02"W, coincident with said westerly right-of-way, a distance of 1307.99 feet to the southeasterly corner of said Parcel "A", said point being the **Point of Beginning**;

Thence coincident with the boundary of said Parcels "A", "B", and "C" the following fifteen (15) courses:

1. Thence S89°29'33"W, a distance of 1316.58 feet;
2. Thence S0°19'02"E, a distance of 322.88 feet;
3. Thence N89°37'30"E, a distance of 10.54 feet;
4. Thence S0°19'02"E, a distance of 652.06 feet;
5. Thence N89°37'30"E, a distance of 16.07 feet;
6. Thence S0°19'02"E, a distance of 330.00 feet;
7. Thence S89°37'30"W, a distance of 535.51 feet;
8. Thence N12°29'53"E, a distance of 724.79 feet;
9. Thence N16°35'45"E, a distance of 625.21 feet;
10. Thence N16°35'45"E, a distance of 16.74 feet;
11. Thence N16°35'45"E, a distance of 553.50 feet to a point of tangent curvature to the right;
12. Thence along said curve (whose chord bears N18°20'33"E, a distance of 71.91 feet) having a radius of 1179.62 feet and a central angle of 3°29'36", an arc distance of 71.91 feet to a point of non-tangency;
13. Thence S0°22'25"E, a distance of 597.08 feet;
14. Thence N89°29'33"E, a distance of 1293.34 feet;
15. Thence S0°19'02"E, a distance of 16.00 feet to the **Point of Beginning**.

Total Perimeter: 7,082.21 ft Contiguous Perimeter: 1,890.42 ft Total Area: 551,695 sqft, more or less

Survey Notes:

Bearings are based upon the east line of the SE 1/4 of Section 12, T4S, R66W, 6th P.M., being N0°19'02"W relative to the Colorado Coordinate System of 1983, Central Zone.

All lineal units shown hereon are in U.S. Survey Feet.

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 survey shown hereon.

Certification:

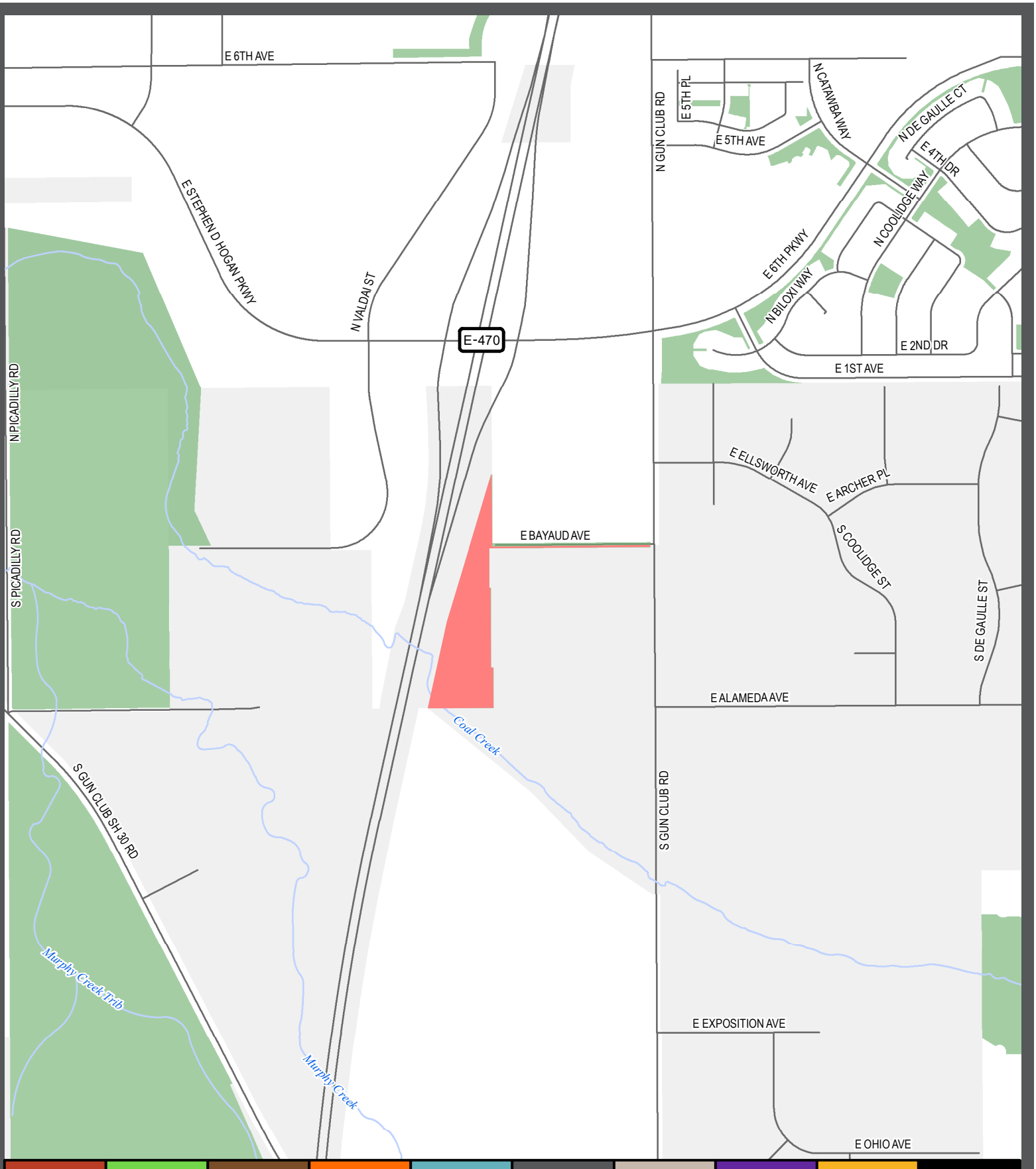
I, Eric W. Ansart, a Professional Land Surveyor registered in the State of Colorado, do hereby certify that not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed to the City of Aurora, Colorado, is contiguous with the boundaries of the annexing municipality, and that this annexation map substantially complies the the Colorado Revised Statutes and the City of Aurora, Colorado, Codes appertaining thereto.

Eric W. Ansart,
Colorado PLS# 38356
For and on behalf of
The City of Aurora
13636 E. Ellsworth Ave.
Aurora, Colorado 80012

Mayor	Date
City Clerk	Date
City Engineer	Date
City Attorney	Date
City Council Ordinance No.	Effective Date

SHEET 1 OF 1

City of Aurora
Survey Section
13636 E. Ellsworth Ave
Aurora, Colo, 80012
Phone: 303-326-8011



Planning & Development Services

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Miles 0 0.075 0.15

City of Aurora, Colorado

E-470 Remnant Parcels Annexation Vicinity Map

April 21, 2021

N W E S

Legend

- E-470 Remnant Parcels Annexation
- Creeks
- Parks and Open Space
- Other Jurisdictions

4/21/2021 I:\GIS\Arc10_MXDs\Planning\ODA\E470 Remnant Parcels Annexation.mxd

ORDINANCE NO. 2021- ____

A BILL

FOR AN ORDINANCE ANNEXING A CERTAIN MUNICIPALLY OWNED PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO (E-470 Remnant Parcel Annexation) 12.67 ACRES

WHEREAS, Article II, Section 30 of the Colorado Constitution and Colorado Revised Statutes Section 31-12-106 permits a municipality to annex any unincorporated area owned by said municipality; and

WHEREAS, C.R.S. Section 31-12-106 provides that when the municipality is the sole owner of the area that it desires to annex, which area is eligible for annexation in accordance with section 30(1)(c) of article II of the state constitution and C.R.S. Sections 31-12- 104(1)(a) and 31-12-105, the governing body may by ordinance annex said area to the municipality without notice and hearing as provided in C.R.S. Sections 31-12-108 and 31-12-109; and

WHEREAS, the City of Aurora acquired fee simple title to certain real property described in Exhibit A to this ordinance ("the Property"); and

WHEREAS, the Property is owned by the City and is not solely a public street or right-of-way; and

WHEREAS, the perimeter of the area to be annexed is more than one-sixth contiguous with the City of Aurora; and

WHEREAS, the City Council has considered that the proposed annexation complies with Article II, Section 30 of the Colorado Constitution, and has otherwise determined that such annexation complies with Colorado state law; and

WHEREAS, based on the matters presented to it, including comments from staff and the public, and all applicable criteria and requirements, the City Council finds and determines that it is in the best interest of the City to annex the Property.

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

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, 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 2022

Section 3. That the City Clerk is authorized and directed to:

A. File one copy of the annexation map with the original of the annexation ordinance in the office of the City Clerk of the City of Aurora, Colorado;

B. File three certified copies of the annexation ordinance and map of the area annexed containing a legal description of such area with the County Clerk and Recorder.

Section 4. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 5. All 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.

INTRODUCED, READ, AND ORDERED PUBLISHED this _____ day of_____, 2021.

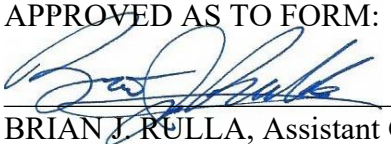
PASSED AND ORDERED PUBLISHED BY REFERENCE this _____day of_____, 2021.

_____
MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:



BRIAN J. RULLA, Assistant City Attorney

Exhibit A
(Legal description of property to be annexed)

A PARCEL OF LAND SITUATED IN THE SE 1/4 OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING PARCELS “A”, “B”, AND “C” AS DESCRIBED IN THAT SPECIAL WARRANTY DEED RECORDED AT REC. NO. D1126862 IN THE OFFICE OF THE ARAPAHOE COUNTY CLERK AND RECORDER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF SAID SECTION 12 (FROM WHENCE THE E 1/4 OF SAID SECTION BEARS N0°19'02"W, A DISTANCE OF 2648.11 FEET);

THENCE S89°37'30"W, COINCIDENT WITH THE SOUTH LINE OF SAID SE 1/4, A DISTANCE OF 30.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF GUN CLUB RD;

THENCE N0°19'02"W, COINCIDENT WITH SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 1307.99 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL “A”, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE COINCIDENT WITH THE BOUNDARY OF SAID PARCELS “A”, “B”, AND “C” THE FOLLOWING FIFTEEN (15) COURSES:

1. THENCE S89°29'33"W, A DISTANCE OF 1316.58 FEET;
2. THENCE S0°19'02"E, A DISTANCE OF 322.88 FEET;
3. THENCE N89°37'30"E, A DISTANCE OF 10.54 FEET;
4. THENCE S0°19'02"E, A DISTANCE OF 652.06 FEET;
5. THENCE N89°37'30"ETA DISTANCE OF 16.07 FEET;
6. THENCE S0°19'02"E, A DISTANCE OF 330.00 FEET;
7. THENCE S89°37'30"W, A DISTANCE OF 535.51 FEET;
8. THENCE N12°29'53"E, A DISTANCE OF 724.79 FEET;
9. THENCE N16°35'45"E, A DISTANCE OF 625.21 FEET;
10. THENCE N16°35'45"E, A DISTANCE OF 16.74 FEET;
11. THENCE N16°35'45"E, A DISTANCE OF 553.50 FEET TO A POINT OF TANGENT CURVATURE TO THE RIGHT;
12. THENCE ALONG SAID CURVE (WHOSE CHORD BEARS N18°20'33" E, A DISTANCE OF 71.91 FEET) HAVING A RADIUS OF 1179.62 FEET AND A CENTRAL ANGLE OF 3°29'36", AN ARC DISTANCE OF 71.91 FEET TO A POINT OF NON- TANGENCY;
13. THENCE S0°22'25"E, A DISTANCE OF 597.08 FEET;
14. THENCE N89°29'33"E, A DISTANCE OF 1293.34 FEET;
15. THENCE S0°19'02"E, A DISTANCE OF 16.00 FEET TO THE **POINT OF BEGINNING**.

TOTAL PERIMETER: 7,082.21 FT

CONTIGUOUS PERIMETER: 1,890.42 FT

TOTAL AREA: 551,695 SQFT, MORE OR LESS

BEARINGS BASED ON THE SOUTH LINE OF THE NE 1/4 OF SECTION 11, T4S, R66W, 6TH P.M., BEING N89°34'37"E, AND ALL LINEAL DISTANCES HEREON ARE REPRESENTED IN U.S. SURVEY FEET.

CITY OF AURORA
Council Agenda Commentary

Item Title: Consideration of AN ORDINANCE FOR INTRODUCTION of the City Council of the City of Aurora, Colorado, annexing six contiguous city-owned parcels of land located in the Northeast Quarter of Section 11 and in the West Half of Section 12, Township 4 South, Ran
Item Initiator: Rickhoff, Laura – Development Project Manager – General Management
Staff Source/Legal Source: Rickhoff, Laura – Development Project Manager – General Management/Rulla, Brian – Assistant City Attorney – City Attorney's Office
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: 7/12/2021

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

☐ Approve Item as proposed at Study Session

☐ Information Only

☐ Approve Item and Move Forward to Regular Meeting

☒ Approve Item as proposed at Regular Meeting

☐ Approve Item with Waiver of Reconsideration

Why is a waiver needed?Click or tap here to enter text.

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

☐ Recommendation Report Attached

☐ Minutes Attached

☐ Minutes Not Available

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

The land proposed to be annexed is owned by the City of Aurora. Over the past decade, the City of Aurora (City) has been actively working to conserve open space and habitat along the Triple Creek Greenway corridor in the northeastern corner of the city. This corridor includes the confluence of Coal Creek, Murphy Creek, and Sand Creek and contains a high-quality assemblage of environmental values including wetlands, plains, riparian habitat, native shortgrass prairie, active bald eagle nests, and extensive prairie dog colonies. As part of this regional conversation effort, several open space properties were acquired in recent years with the support of many partners, including Arapahoe County Open Space, Great Outdoors Colorado, The Trust for Public Land, Buckley Air Force Base, and the State of Colorado.

Stephen D. Hogan Parkway is aligned north of this property and as potential mitigation for the impacts of the Parkway on area conservation easements, the City purchased this vacant, privately owned property that will serve as a buffer to the other open space parcels in the Triple Creek Corridor.

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

The parcels fall within the city's annexation boundary and meet contiguity requirements.

The initial zoning ordinance will be presented to City Council following the annexation ordinance and will be heard separately due to the process of establishing jurisdiction with this particular annexation. The property has an Arapahoe County Land Use classification of Flood Plain and the city plans to seek an initial zoning of the property to O-Open. No improvements other than a future trail are planned for this property. The character of O-Open zoning is inherently consistent and compatible with the surrounding planned and existing developments.

The annexation process follows state law, and this city-owned annexation ordinance will be considered over two City Council meetings:

1. City Council considers the Introduction of the Annexation Ordinance.
2. City Council considers the Annexation Ordinance on final reading.

QUESTIONS FOR COUNCIL

Does City Council wish to approve this Ordinance?

LEGAL COMMENTS

When the municipality is the sole owner of the area that it desires to annex, which area is eligible for annexation in accordance with section 30(1)(c) of article II of the state constitution and sections 31-12-104(1)(a) and 31-12-105 , the governing body may by ordinance annex said area to the municipality without notice and hearing as provided in sections 31-12-108 and 31-12-109. (Colo. Rev. Stat. §31-12-106(3)).

(Rulla)

PUBLIC FINANCIAL IMPACT

☒ YES ☐ NO

If yes, explain: Financing the municipal services within the area to be annexed will be addressed through the City of Aurora annual budget process.

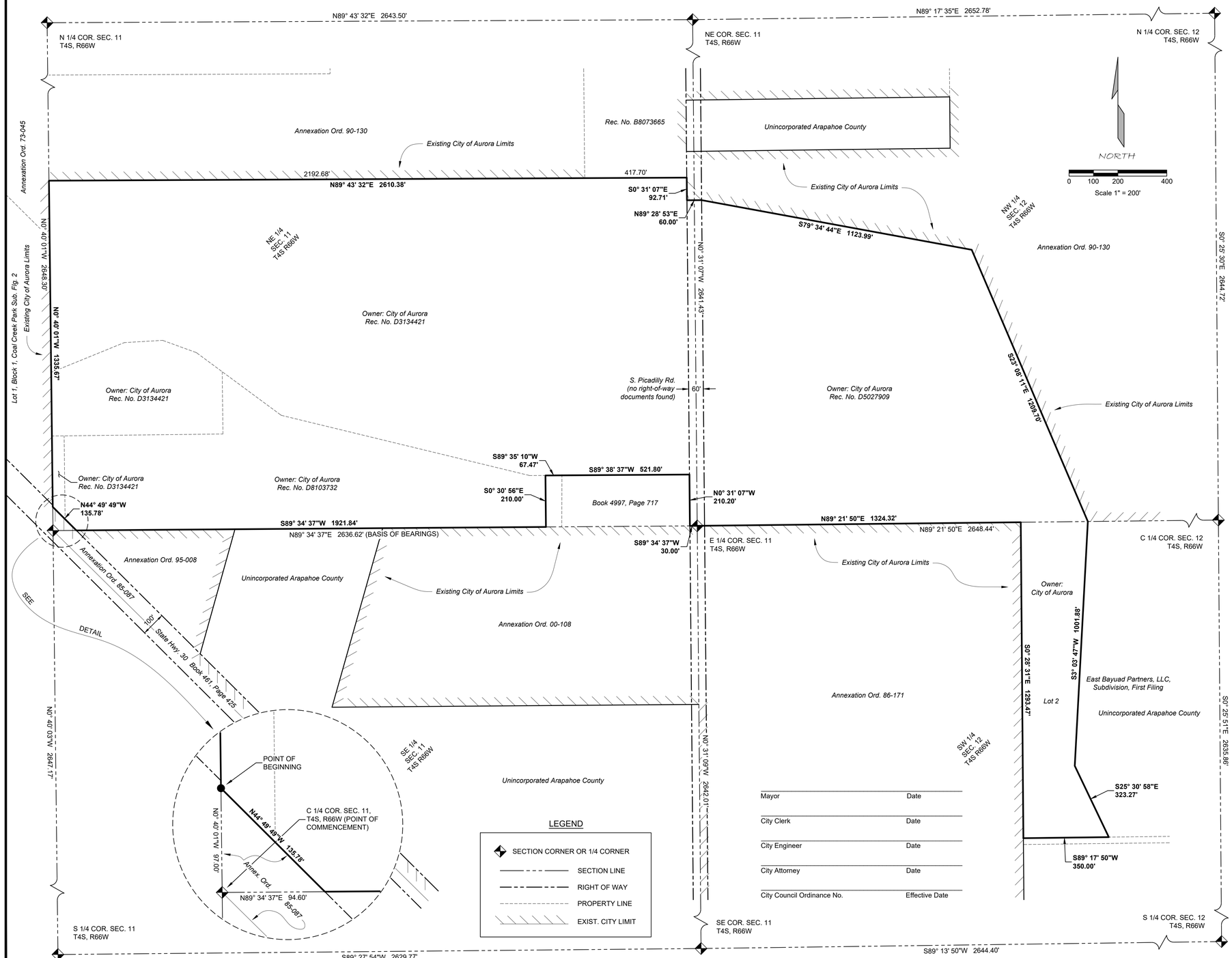
PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

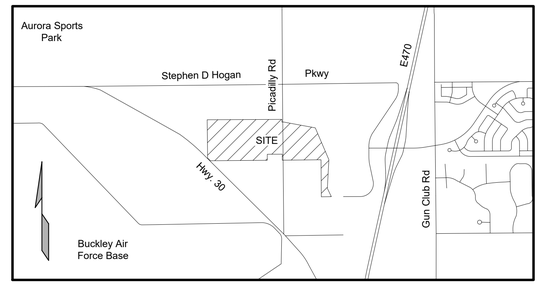
If Significant or Nominal, explain: N/A

ANNEXATION MAP

BEING A PART OF THE NE 1/4 OF SECTION 11 AND A PART OF THE W 1/2 OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO



Vicinity Map - No Scale



Land Description:

A parcel of land situated in the NE 1/4 of Section 11 and in the W 1/2 of Section 12, Township 4 South, Range 66 West of the 6th Principal Meridian, County of Arapahoe, State of Colorado, more particularly described as follows:

Commencing at the C 1/4 corner of said Section 11 (from whence the E 1/4 of said section bears N89°34'37"E, a distance of 2636.62 feet);

Thence N0°40'01"W, coincident with the west line of said NE 1/4 and also coincident with the westerly line of that Annexation with Ordinance No. 85-087, a distance of 97.00 feet to the northwesterly corner of said Annexation, said point being the **Point of Beginning**;

Thence continuing N00°40'01"W, coincident with the west line and also coincident with the easterly line of that Annexation with Ordinance No. 73-045, a distance of 1,335.67 feet to the southwesterly corner of that Annexation with Ordinance No. 90-130;

Thence N89°43'32"E, coincident with the southerly line of said Annexation and the southerly line of that parcel of land described in that Warranty Deed at Rec. No. B8073665 in the office of the Arapahoe County Clerk and Recorder, a distance of 2,610.38 feet to a point on said southerly line of said Annexation;

Thence coincident with said southerly line the following four (4) courses:

1. Thence S00°31'07"E, a distance of 92.71 feet;
2. Thence N89°28'53"E, a distance of 60.00 feet;
3. Thence S79°34'44"E, a distance of 1,123.99 feet;
4. Thence S23°08'11"E a distance of 1,209.70 feet to the northeasterly corner of Lot 2, Block 1, East Bayaud Partners, LCC, Subdivision, First Filing, a subdivision recorded at Rec. No. D5023141 in said office;

Thence coincident with the boundary of said Lot 2 the following four (4) courses:

1. Thence S03°03'47"W, a distance of 1,001.88 feet;
2. Thence S25°30'58"E, a distance of 323.27 feet;
3. Thence S89°17'50"W, a distance of 350.00 feet to a point on the easterly line of that Annexation with Ordinance No. 86-171;
4. Thence N00°28'31"W, coincident with said easterly line, a distance of 1,293.47 feet to a point on the south line of the NW 1/4 of said Section 12;

Thence S89°21'50"W, coincident with said south line, and also coincident with the northerly line of said Annexation with Ordinance No. 86-171, a distance of 1,324.32 feet to the E 1/4 of said Section 11;

Thence S89°34'37"W, coincident with the south line of the NE 1/4 of said Section 11, a distance of 30.00 feet to the southeasterly corner of that parcel of land described in Book 4997 at Page 717 in said office;

Thence coincident with the boundary of said parcel the following two (2) courses:

1. Thence N00°31'07"W, a distance of 210.20 feet;
2. Thence S89°38'37"W, a distance of 521.80 feet;

Thence S89°35'10"W, a distance of 67.47 feet to the northeasterly corner of that parcel of land described in that Special Warranty Deed at Rec. No. D8103732 in said office;

Thence S0°30'56"E, coincident with the easterly line of said parcel, a distance of 210.00 feet to a point on the south line of the NE 1/4 of said Section 11;

Thence S89°34'37"W, coincident with said south line, a distance of 1,921.84 feet to a point on the northeasterly right-of-way of State Hwy. No. 30 as described in Book 461 at Page 425 in said office, said right-of-way also being the northeasterly line of said Annexation with Ordinance No. 85-087;

Thence N44°49'49"W, coincident with said northeasterly right-of-way, and also coincident with said annexation, a distance of 135.78 feet to the **Point of Beginning**.

Total Perimeter: 13,822.54 ft Contiguous Perimeter: 10,115.60 ft Total Area: 5,617,953 sqft, more or less

Survey Notes:

Bearings are based upon the south line of the NE 1/4 of Section 11, T4S, R66W, 6th P.M., being N89°34'37"E relative to the Colorado Coordinate System of 1983, Central Zone.

All lineal units shown hereon are in U.S. Survey Feet.

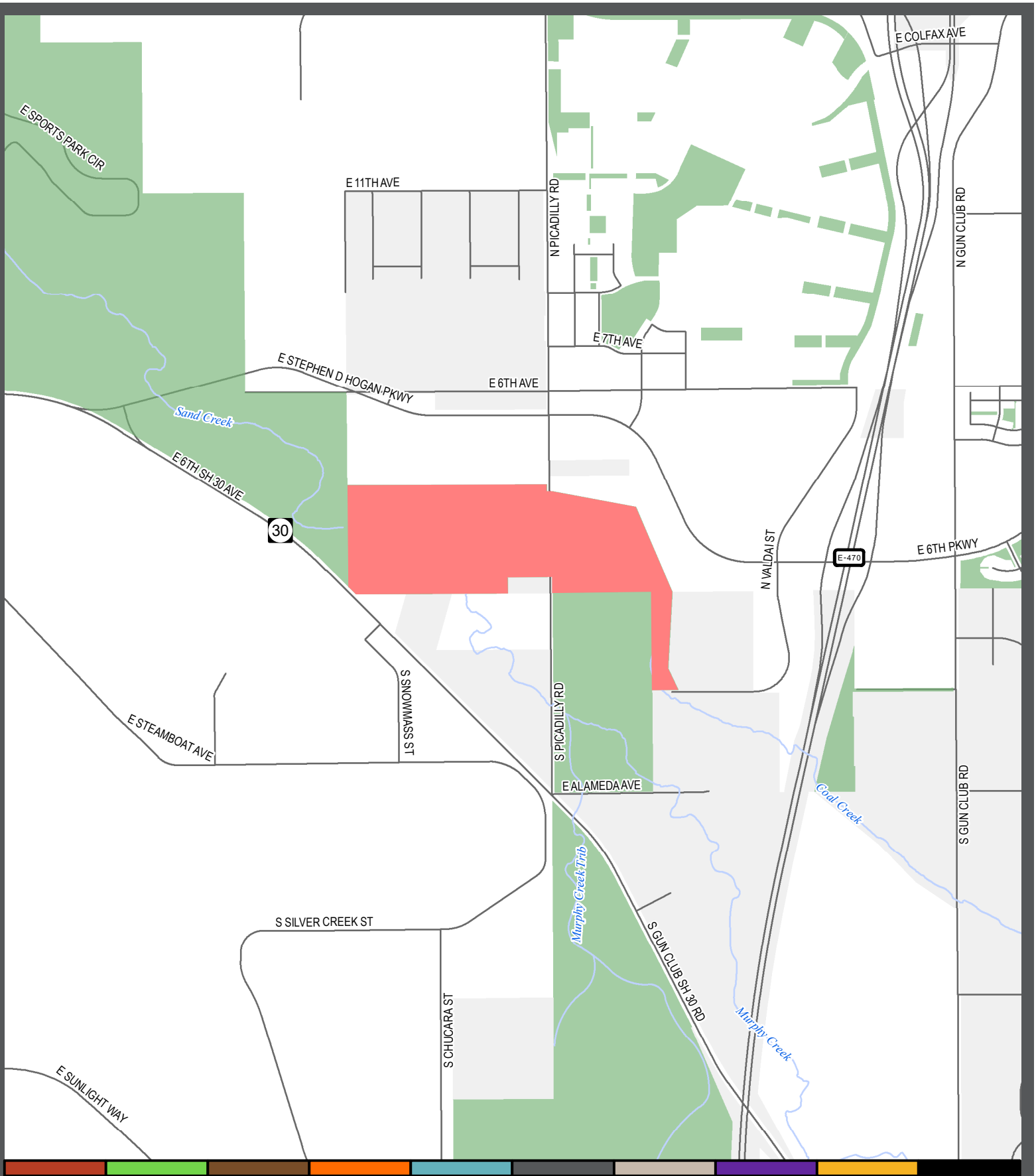
Notice: according to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the survey shown hereon.

Certification:

I, Eric W. Ansart, 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 the the Colorado Revised Statutes and the City of Aurora, Colorado, Codes appertaining thereto.

Eric W. Ansart,
Colorado PLS# 38356
For and on behalf of
The City of Aurora
13636 E. Ellsworth Ave.
Aurora, Colorado 80012

City of Aurora
Survey Section
13636 E. Ellsworth Ave
Aurora, Colo, 80012
Phone: 303-326-8011



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Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

City of Aurora, Colorado

Triple Creek Corridor Annexation Vicinity Map

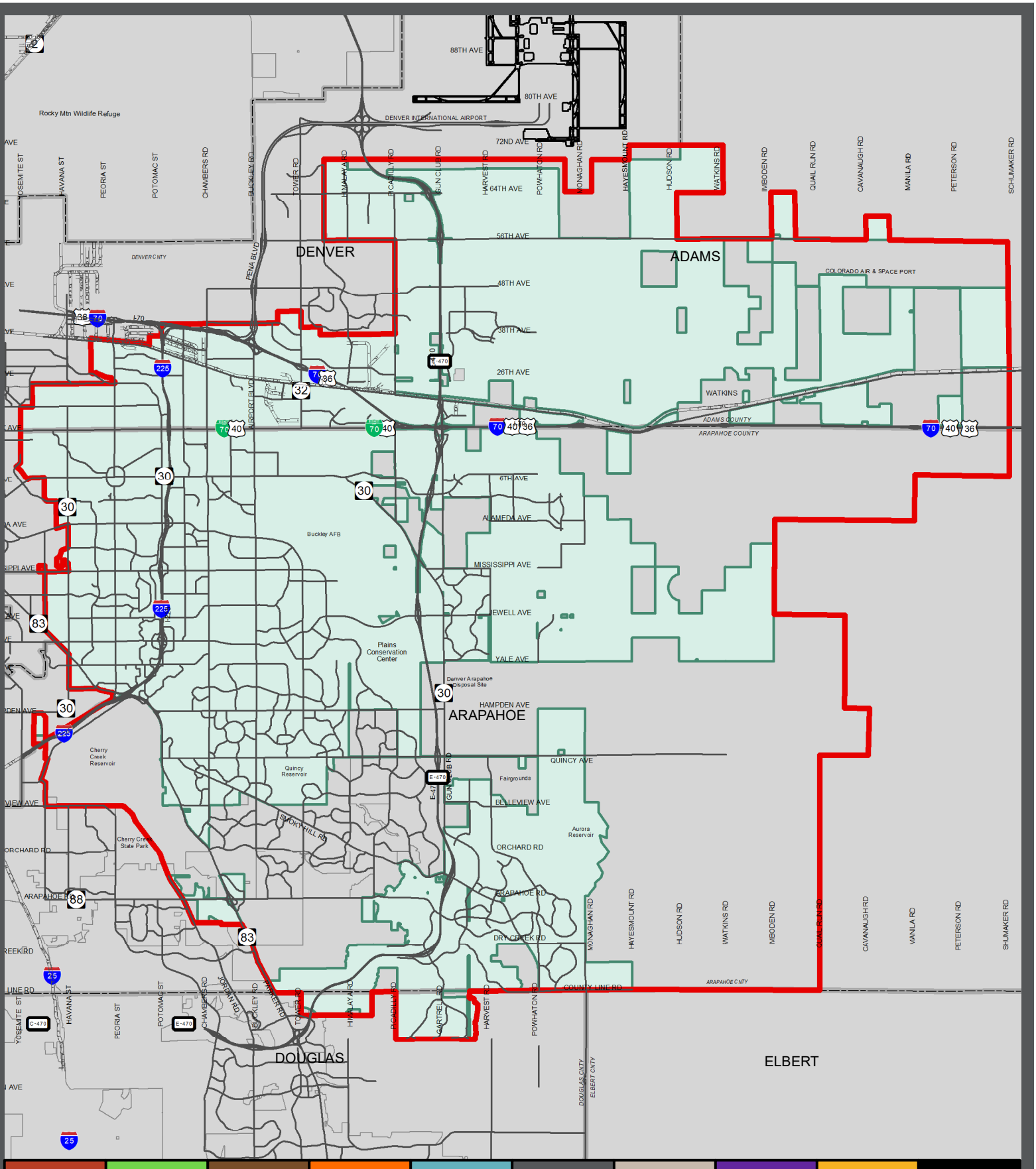
April 21, 2021

Miles
0 0.125 0.25

N
W E
S

Legend
- Triple Creek Corridor Annexation
- Creeks
- Parks and Open Space
- Other Jurisdictions

4/21/2021 I:\GIS\Arc10_MXDs\Planning\ODA\TCT Annexation.mxd



Planning & Development Services

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

City of Aurora, Colorado

2021 Annexation Boundary

May 17, 2021

Miles 0 1 2

N W E S

Legend

- Planning Area Boundary
- Aurora
- Other Jurisdictions

5/17/2021 I:\GIS\Arc10_MXDs\Planning\General Interest\2020 Annexation - City Limits.mxd

ORDINANCE NO. 2021- ____

A BILL

FOR AN ORDINANCE ANNEXING A CERTAIN MUNICIPALLY OWNED PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 11 AND IN THE WEST HALF OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO (Triple Creek Confluence Open Space Annexation) 128.97 ACRES

WHEREAS, Article II, Section 30 of the Colorado Constitution and Colorado Revised Statutes Section 31-12-106 permits a municipality to annex any unincorporated area owned by said municipality; and

WHEREAS, C.R.S. Section 31-12-106 provides that when the municipality is the sole owner of the area that it desires to annex, which area is eligible for annexation in accordance with section 30(1)(c) of article II of the state constitution and C.R.S. Sections 31-12- 104(1)(a) and 31-12-105, the governing body may by ordinance annex said area to the municipality without notice and hearing as provided in C.R.S. Sections 31-12-108 and 31-12-109; and

WHEREAS, the City of Aurora acquired fee simple title to certain real property described in Exhibit A to this ordinance ("the Property"); and

WHEREAS, the Property is owned by the City and is not solely a public street or right-of-way; and

WHEREAS, the perimeter of the area to be annexed is more than one-sixth contiguous with the City of Aurora; and

WHEREAS, the City Council has considered that the proposed annexation complies with Article II, Section 30 of the Colorado Constitution, and has otherwise determined that such annexation complies with Colorado state law; and

WHEREAS, based on the matters presented to it, including comments from staff and the public, and all applicable criteria and requirements, the City Council finds and determines that it is in the best interest of the City to annex the Property.

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

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, 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 2022

Section 3. That the City Clerk is authorized and directed to:

A. File one copy of the annexation map with the original of the annexation ordinance in the office of the City Clerk of the City of Aurora, Colorado;

B. File three certified copies of the annexation ordinance and map of the area annexed containing a legal description of such area with the County Clerk and Recorder.

Section 4. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 5. All 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.

INTRODUCED, READ, AND ORDERED PUBLISHED this _____ day of_____, 2021.

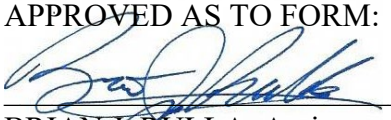
PASSED AND ORDERED PUBLISHED BY REFERENCE this _____day of_____, 2021.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM: CMcK



_____
BRIAN J. RULLA, Assistant City Attorney

Exhibit A
(Legal description of property to be annexed)

A PARCEL OF LAND SITUATED IN THE NE 1/4 OF SECTION 11 AND IN THE W 1/2 OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE C 1/4 CORNER OF SAID SECTION 11 (FROM WHENCE THE E 1/4 OF SAID SECTION BEARS N89°34'37"E, A DISTANCE OF 2636.62 FEET);

THENCE N0°40'01"W, COINCIDENT WITH THE WEST LINE OF SAID NE 1/4 AND ALSO COINCIDENT WITH THE WESTERLY LINE OF THAT ANNEXATION WITH ORDINANCE NO. 85-087, A DISTANCE OF 97.00 FEET TO THE NORTHWESTERLY CORNER OF SAID ANNEXATION, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE CONTINUING N00°40'01"W, COINCIDENT WITH THE WEST LINE AND ALSO COINCIDENT WITH THE EASTERLY LINE OF THAT ANNEXATION WITH ORDINANCE NO. 73-045, A DISTANCE OF 1,335.67 FEET TO THE SOUTHWESTERLY CORNER OF THAT ANNEXATION WITH ORDINANCE NO. 90-130;

THENCE N89°43'32"E, COINCIDENT WITH THE SOUTHERLY LINE OF SAID ANNEXATION AND THE SOUTHERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN THAT WARRANTY DEED AT REC. NO. B8073665 IN THE OFFICE OF THE ARAPAHOE COUNTY CLERK AND RECORDER, A DISTANCE OF 2,610.38 FEET TO A POINT ON SAID SOUTHERLY LINE OF SAID ANNEXATION;

THENCE COINCIDENT WITH SAID SOUTHERLY LINE THE FOLLOWING FOUR (4) COURSES:

1. THENCE S00°31'07"E, A DISTANCE OF 92.71 FEET;
2. THENCE N89°28'53"E, A DISTANCE OF 60.00 FEET;
3. THENCE S79°34'44"E, A DISTANCE OF 1,123.99 FEET;
4. THENCE S23°08'11"E A DISTANCE OF 1,209.70 FEET TO THE NORTHEASTERLY CORNER OF LOT 2, BLOCK 1, EAST BAYAUD PARTNERS, LCC, SUBDIVISION, FIRST FILING, A SUBDIVISION RECORDED AT REC. NO. D5023141 IN SAID OFFICE;

THENCE COINCIDENT WITH THE BOUNDARY OF SAID LOT 2 THE FOLLOWING FOUR (4) COURSES:

1. THENCE S03°03'47"W, A DISTANCE OF 1,001.88 FEET;
2. THENCE S25°30'58"E, A DISTANCE OF 323.27 FEET;

3. THENCE S89°17'50"W, A DISTANCE OF 350.00 FEET TO A POINT ON THE EASTERLY LINE OF THAT ANNEXATION WITH ORDINANCE NO. 86-171;
4. THENCE N00°28'31"W, COINCIDENT WITH SAID EASTERLY LINE, A DISTANCE OF 1,293.47 FEET TO A POINT ON THE SOUTH LINE OF THE NW 1/4 OF SAID SECTION 12;

THENCE S89°21'50"W, COINCIDENT WITH SAID SOUTH LINE, AND ALSO COINCIDENT WITH THE NORTHERLY LINE OF SAID ANNEXATION WITH ORDINANCE NO. 86-171, A DISTANCE OF 1,324.32 FEET TO THE E 1/4 OF SAID SECTION 11;

THENCE S89°34'37"W, COINCIDENT WITH THE SOUTH LINE OF THE NE 1/4 OF SAID SECTION 11, A DISTANCE OF 30.00 FEET TO THE SOUTHEASTERLY CORNER OF THAT PARCEL OF LAND DESCRIBED IN BOOK 4997 AT PAGE 717 IN SAID OFFICE;

THENCE COINCIDENT WITH THE BOUNDARY OF SAID PARCEL THE FOLLOWING TWO (2) COURSES:

1. THENCE N00°31'07" W, A DISTANCE OF 210.20 FEET;
2. THENCE S89°38'37"W, A DISTANCE OF 521.80 FEET;

THENCE S89°35'10"W, A DISTANCE OF 67.47 FEET TO THE NORTHEASTERLY CORNER OF THAT PARCEL OF LAND DESCRIBED IN THAT SPECIAL WARRANTY DEED AT REC. NO. D8103732 IN SAID OFFICE;

THENCE S0°30'56"E, COINCIDENT WITH THE EASTERLY LINE OF SAID PARCEL, A DISTANCE OF 210.00 FEET TO A POINT ON THE SOUTH LINE OFTHE NE 1/4 OF SAID SECTION 11;

THENCE S89°34'37"W, COINCIDENT WITH SAID SOUTH LINE, A DISTANCE OF 1,921.84 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY OF STATE HWY. NO. 30 AS DESCRIBED IN BOOK 461 AT PAGE 425 IN SAID OFFICE, SAID RIGHT-OF-WAY ALSO BEING THE NORTHEASTERLY LINE OF SAID ANNEXATION WITH ORDINANCE NO. 85-087;

THENCE N44°49'49"W, COINCIDENT WITH SAID NORTHEASTERLY RIGHT-OF-WAY, AND ALSO COINCIDENT WITH SAID ANNEXATION, A DISTANCE OF 135.78 FEET TO THE **POINT OF BEGINNING**.

TOTAL PERIMETER: 13,822.54 FT

CONTIGUOUS PERIMETER: 10,115.60 FT

TOTAL AREA: 5,617,953 SQFT, MORE OR LESS

BEARINGS BASED ON THE SOUTH LINE OF THE NE 1/4 OF SECTION 11, T4S, R66W, 6TH P.M., BEING N89°34'37"E, AND ALL LINEAL DISTANCES HEREON ARE REPRESENTED IN U.S. SURVEY FEET.

MEMORANDUM

TO: Mayor & Council
FROM: Daniel L. Brotzman
DATE: 7/6/2021
RE: Council Vacancy Appointment

Council Responsibility to Appoint

The Aurora Charter and Municipal Code address the filling of Council vacancies. Article 3, Section 7 of the Charter sets forth:

> 3-7. - Vacancies.
>
> A council seat shall become vacant whenever any councilmember is recalled, dies, becomes incapacitated, resigns, attains another elective office, is involuntarily removed from office, or becomes a nonresident of the city or ward from which elected. In case of a vacancy, the remaining councilmembers shall appoint by majority vote, no later than forty-five (45) days after such vacancy occurs, a duly qualified person to fill such vacancy. An appointment which occurs ninety (90) days or more before a regular election shall be in effect only until the date of the upcoming regular election. An appointment which occurs less than ninety (90) days before the upcoming regular election shall be in effect until the subsequent regular election unless the term expires at the upcoming election. If there are no candidates on the ballot to fill a vacancy, city council may appoint a duly qualified person for two (2) years. If more than five (5) vacancies occur simultaneously, the remaining councilmembers shall call for a special election to fill such vacancies provided there will not be a regular municipal election within ninety (90) days.

Section 54-4 of the Aurora Municipal Code sets forth:

> Sec. 54-4. - Terms of council members; vacancies.
>
> (a) The term of office of all members of the council and the mayor shall be for four years, as provided for in section 3-5 of the Charter. Neither the mayor nor any council member shall serve more than three consecutive four-year terms of office in their respective offices. Terms of office shall be considered consecutive unless they are at least four years apart. For purposes of this section, the office of mayor and office of council member shall be considered different offices.
>
> (b) If a vacancy occurs in the council, the remaining council members shall, no later than 45 days after such vacancy occurs, appoint by majority vote a person possessed of all statutory qualifications to fill such vacancy for the unexpired term of the previously vacated office.

The operative sentence for this discussion is - In case of a vacancy, the remaining councilmembers shall appoint by majority vote, no later than forty-five (45) days after such vacancy occurs, a duly qualified person to fill such vacancy.

Shall

The Supreme Court of the United States explained that, "the word "shall" connotes a requirement, unlike the word "may," which implies discretion." Kingdomware Techs., Inc. v. United States, 136 S. Ct. 1969, 1972, 195 L. Ed. 2d 334 (2016). It is a basic canon of statutory construction that use of the word "shall" indicates a mandatory intent. Norman J. Singer, 1A Sutherland Statutory Construction § 25.04 (5th ed. 1992); see also Association of Civilian Technicians v. Federal Labor Relations Auth., 22 F.3d 1150, 1153 (D.C.Cir.1994) (noting that the word "shall" in a statute "generally indicates a command that admits of no discretion on the part of the person instructed to carry out the directive"). United States v. Myers, 106 F.3d 936, 941 (10th Cir. 1997).

Under the case law, the use of the word "shall" in City Charter Article 3, Section 7 and Section 54-4 of the Aurora Municipal Code impose a mandatory duty.

Is the Mayor Included in the Term "Remaining Councilmembers"?

Article 3, Section 19 of the Aurora Charter sets forth that: The mayor shall be a member of the Council and shall be subject to all the rules and regulations governing councilmembers. The Council Rules of Order and Procedure set forth: Unless otherwise apparent from the context of a particular rule, the reference to "City Council/Council Member" shall be construed to include the Mayor.

The Mayor is included in the term "remaining councilmembers".

Majority Distinguished from Majority of Council Present

There are many instances where the Aurora Charter and Municipal Code call out either a majority or majority of those present. As a general rule of legal construction, the omission of the term "of those present" is considered to be intentionally made. *Pinnacol Assurance v. Huff*, 375 P.3d 1214, 2016 WL 3574393. In this instance the language reads: the *remaining* councilmembers shall appoint by majority vote. This language does take into account the chance of more than one vacancy.

Applying the general rule of construction, it would be a majority of the all councilmembers remaining, not just those present at the meeting, needed to make an effective vacancy appointment of a council position. Including the Mayor as noted above, the remaining councilmembers would be 10. The majority would be 6.

Procedure to Appoint & Tie Votes

Article 3, Section 7 and Section 54-4 of the Aurora Municipal Code do not indicate a process to break a tie vote for the appointment process. Article 3, Section 7 does have a special election process if more than five (5) vacancies occur simultaneously. Article 2, Chapter 3 of the Charter does have a provision in cases where an *election* is tied:

> In case of a tie vote on the election for any city office or on any ballot question, the election commission shall determine by lot the person or persons who shall be elected or the outcome of the ballot question. The election commission shall promulgate rules and regulations establishing a procedure by which such determination by lot shall be made.

The City Clerk has recommended that process or a process similar to it be agreed upon by Council to resolve the tie in this circumstance.

Rule G(6) of the Council Rules of Order and Procedure sets forth a procedure for tie votes:

> 6. Tie Votes. If any matter is defeated by reason of a tie vote, it shall be rescheduled for action at the next regularly-scheduled City Council meeting unless a motion to reschedule it to a different time is adopted. If the subsequent consideration again results in a tie vote, the item shall be considered defeated and the item shall only be considered again in conformance with the provisions of subsection B.3 of these Rules.

The second sentence of Rule G(6) is not be appropriate in this circumstance as it would be in conflict with Article 3, Section 7 of the Charter.

Every member, when present, is required to vote unless there is a personal or financial conflict. City Charter Art. 5-2.

The method of how to break the tie to fill a Council vacancy is not specified in the Aurora Charter, Aurora Municipal Code or Council Rules of Order and Procedure. The decision ultimately rests with Council to determine how to obtain the 6 votes necessary for appointment.

<u>Consequences for Failure To Appoint</u>

The General Penalty provision is set forth in Section 1-13(a) of the Aurora Municipal Code

> a) Unless otherwise provided in an ordinance and with the further exception of those penalties provided for traffic infractions as set out in subsection (f) of this section, whenever in any section of this Code or any section of a rule or regulation promulgated under this Code the doing of any act is required, prohibited or declared to be unlawful and no definite fine or penalty is provided for a violation thereof, any person who shall be convicted of or plead guilty or no contest to a violation of any such section shall, for each offense, be fined in a sum not more than $2,650.00 or imprisoned not to exceed one year, or both such fine and imprisonment. Each day an offense continues shall constitute a separate offense.

The General Penalty provision currently applies to a violation of Section 54-4 of the Aurora Municipal Code. An ordinance creating an exception to the general penalty provision for Section 54-4 appears on first reading at the July 12th Council Meeting. As drafted, the penalty for a violation to appoint would require the matter to be resolved through an election process. However, it's important to note that Council would still be violating the Charter, and that this ordinance only addresses the penalty for such violation.

Quasi-judicial matters coming before Council ending in a tie vote could result in a claim being brought against the City due to the failure to appoint. A tie in such a situation would differ little from a potential tie if a Council Member was absent. The City has been successful in defending such claims concerning tie votes in the past but there is a risk that the non-appointment could tip the scale in favor of such a claim.

Someone could bring an action to force the remaining councilmembers to break the tie. Such an action would face a major hurdle in establishing standing to bring such a claim. And even if successful the Court would face the dilemma of how to break the tie when the Aurora Charter, Code and Rules of Order and Procedure do not establish a method to do so.

City of Aurora
APPLICATION - WARD II COUNCIL APPOINTMENT

Due Date: May 20, 2021 at 12:00 p.m.

Name: Jessica Kathleen Giammalvo

Home Address: 3378 S. Malta Ct. Zip Code: 80013

Email Address: [redacted]

Day Phone: 7743050704 Evening Phone: 7743050704

What year did you become a registered elector in Aurora? 2016

Have you lived in Ward 2 for at least one year? ☑ Yes ☐ No

EDUCATION

Degree: Master of Computer Science Years Completed: 2

EMPLOYMENT

Employer Name: CACI

Position: Product Owner, Systems Engineer Dates:

Address: 7800 E Union Ave 10th Floor, Denver, CO 80237

REFERENCES

Name: Leondray Gholston Phone: 720-363-2861

Name: Betsy Dampier Phone: 303-246-5327

Name: Matt Findle Phone: 303-437-5286

I swear and affirm that I:

- Am a "Registered Elector" as defined in Aurora City Code Section 54-2
- Am a citizen of the United States of America
- Have resided within the municipal boundaries of the City of Aurora for at least one year prior to the appointment
- Have resided within the respective Ward boundaries for at least one year prior to the date of appointment
- Will have reached my 21st birthday prior to the date of appointment
- Have not been convicted of a felony
- Am not a City of Aurora employee or hold any other elective public office

Do you presently serve in any appointive position on a Board, Commission or Committee?

Yes ☐ No ☑

If yes, what Board Commission or Committee:

Why do you desire appointment to City Council? You may use additional paper if needed.

I am seeking appointment to the Aurora City Council to serve my community. Many years ago my sense of duty led me to join the Army and I believe I can continue to be of service to our community by joining City Council. I would like to have a positive impact on the city and its residents, and represent the needs of my local area which includes Buckley AFB where I served.

If we were to conduct a comprehensive background investigation and reference checks what will we find that may warrant explanation or that could be of concern to the city? You may use additional paper if needed.

There are no items of concern.

What will we find in an internet search of press coverage that may be controversial or of concern to the city? Please provide whatever explanation you think is appropriate to help us understand what we will find. You may use additional paper if needed.

There are no controversial or concerning press coverages.

Do you have any special work experience, qualifications, or training that is related to your service on this board or that you would like to share with us?

Interests/Activities: Camping & visiting local parks, competing in triathlons; volunteering and donations to local shelters

Licenses/Training/Certificates:

How much time do you anticipate being able to spend on Council duties each month? 40+ hours/month

Are there certain times when you wouldn't be available (for instance because of job hours or another regular commitment)? My full time job requires my attendance at certain daytime meetings, otherwise my schedule is flexible.

Signature: Joanna Gonzalez **Date:** 20 May 2021

Note: Application will not be considered without attaching resume or if received past the deadline. Please include your previous three employers and the reason for leaving on your resume. You may use additional paper to answer the application questions.

CITY CLERK'S OFFICE USE ONLY:

Voter Registration Date: _____ **Application Received Date:** _____

Proof of 1 Year Residency

Send completed application packet to:

Email: kvrodrig@auroragov.org
Mail: City Clerk's Office, 15151 E. Alameda Pky., Ste. 1400, Aurora, CO 80012
Fax: 303-739-7520

Jessica K. Giammalvo
3378 S. Malta Ct. Aurora, CO 80013
Phone: (774) 305-0704
E-mail: [redacted]

Clearance

Current TS/SCI Security Clearance with CI Poly

Education

Master of Science in Computer Science
Colorado Technical University, 2020
Bachelor of Science in Physics
Stonehill College, 2011

Work Experience

Bit Systems, CACI Mar 2016—Present
Software Systems Engineer Aurora, CO
ODIN

- Lead three small development teams including product release schedule and risk management
- Define product vision, road-map, and growth opportunities that anticipate customers' needs
- Work closely with Product Managers to create and maintain product backlog according to business value

Reason for Leaving: N/A

SAVANT

- Implemented Agile process improvements and organization for tracking system tickets and Discrepancy Reports (DRs) in JIRA
- Coordinated and executed critical testing events with Enterprise Collection Orchestration (ECO) and external systems, provided extensive domain knowledge of overhead intelligence processes vital to successful test completion
- Collaborated with industry partners to update processes and procedures for multi system testing event which increased efficiency and decreased overall test duration
- Carried out extensive system regression testing, produced and executed test cases for baseline upgrades
- Gained significant experience with cloud-based systems development, Agile development/continuous integration (CI) and software configuration management (CM) processes and tools

Reason for Leaving: Program budget cuts

NRT

- Directed testing of and training on mission-critical software upgrades on four separate occasions at international customer locations
- Led small internal team in support of year-long User Experience (UX) study conducted with mission partners, customers, and government representatives
- Chosen as lead systems engineer to support research and development effort with team members in both Colorado and Virginia

- Managed small development team, implemented Agile practices including sprint planning and retrospectives which led to improved organization and successful completion of prototype

Reason for Leaving: Program budget cuts

OTMS

- Chosen as lead systems engineer to design new tool for streamlined user workflows and improved communication between operational teams and leadership
- Provided critical domain knowledge for system usability testing
- Developed and conducted training for real-time operational users on new system features
- Managed requirements development, facilitated communication between customers and development team

Reason for Leaving: I was initially borrowed by the NRT program to help with a large software baseline effort. After that period of work was complete, I was offered a permanent position on NRT and chose to accept to further my learning and career experience.

U.S. Army Nov 2012—Mar 2016

Signals Intelligence Analyst Aurora, CO

Satellite Systems Engineer – Mission Scheduler, Aerospace Data Facility-Colorado

- Developed intelligence requirement strategies for several billion dollars of national space systems in support of global missions
- Applied technical knowledge of satellite systems and software applications, designed alternative methods of time sensitive product delivery as discrepancy data was submitted and levied by E2 and system developers
- Trained mission schedulers over 1,000 hours, providing qualified operators to support intelligence missions in combatant commands around the world
- Mission manager for thousands of combat operations, allied embassy evacuations, and various other intelligence related activities
- Supervised a small team of employees; provided performance feedback and consistent communication decreasing physical and informational accountability incidences by over 50%

Reason for Leaving: End of Active Duty contract; I chose not to reenlist so that I could remain in Colorado and continue the work I was doing at Buckley AFB.

Awards/Recognition

Junior Enlisted of the Year - NSA-C, 2014
Junior Enlisted of the Quarter - IRFO/OCMC, 2nd & 3rd quarter 2014
STAR Employee - OCMC-FE, 2014

City of Aurora
APPLICATION - WARD II COUNCIL APPOINTMENT

Due Date: May 20, 2021 at 12:00 p.m.

Name: Robert J Hamilton III

Home Address: 1172 S. Bahama St. Aurora, CO Zip Code: 80017

Email Address: [redacted]

Day Phone: 614-266-1266 cell Evening Phone: 614-266-1266 cell

What year did you become a registered elector in Aurora? 2016

Have you lived in Ward 2 for at least one year? ☑ Yes ☐ No

EDUCATION

Degree: Masters Degree (MBA/MSc, U of Colorado, 2015) Years Completed: 22

EMPLOYMENT

Employer Name: Jefferson Wells USA

Position: Manager - Consulting Dates: 2014 to present

Address: 100 Manpower Place Milwaukee, WI 53212 (Denver office closed in 2020)

REFERENCES

Name: Corrie Zamago Phone: 623-760-6018

Name: Josh Seedig Phone: 303-588-9891

Name: Keith Galante Phone: 303-570-7228

I swear and affirm that I:

- Am a "Registered Elector" as defined in Aurora City Code Section 54-2
- Am a citizen of the United States of America
- Have resided within the municipal boundaries of the City of Aurora for at least one year prior to the appointment
- Have resided within the respective Ward boundaries for at least one year prior to the date of appointment
- Will have reached my 21st birthday prior to the date of appointment
- Have not been convicted of a felony
- Am not a City of Aurora employee or hold any other elective public office

Do you presently serve in any appointive position on a Board, Commission or Committee?

Yes ☐ No ☑

If yes, what Board Commission or Committee:

Why do you desire appointment to City Council? You may use additional paper if needed.

Please see additional paper (accompanying resume)

If we were to conduct a comprehensive background investigation and reference checks what will we find that may warrant explanation or that could be of concern to the city? You may use additional paper if needed.

Nothing - there is nothing that should warrant explanation or concern to the city.

What will we find in an internet search of press coverage that may be controversial or of concern to the city? Please provide whatever explanation you think is appropriate to help us understand what we will find. You may use additional paper if needed.

Nothing - there is nothing that may be controversial or concerning to the city.

Do you have any special work experience, qualifications, or training that is related to your service on this board or that you would like to share with us?

Interests/Activities: Business and self improvement, corporate governance, organizational culture, helping others

Licenses/Training/Certificates: Former CIA intern

How much time do you anticipate being able to spend on Council duties each month? 40-80 hours per month

Are there certain times when you wouldn't be available (for instance because of job hours or another regular commitment)? I work standard business hours (M-F, 8 to 5) but have a great degree of flexiblity in and out of this window

Signature: [signature] **Date:** 5.6.2021

Note: Application will not be considered without attaching resume or if received past the deadline. Please include your previous three employers and the reason for leaving on your resume. You may use additional paper to answer the application questions.

CITY CLERK'S OFFICE USE ONLY:

Voter Registration Date:_____ **Application Received Date:**_____

Proof of 1 Year Residency

Send completed application packet to:

Email: kvrodrig@auroragov.org
Mail: City Clerk's Office, 15151 E. Alameda Pky., Ste. 1400, Aurora, CO 80012
Fax: 303-739-7520

Robert J. Hamilton III

1172 S. Bahama St. Aurora CO, 80017

e: [redacted] p: 614-266-1266

l: [redacted]

SUMMARY OF QUALIFICATIONS

- Over 20 years of work experience in the financial, operational, information technology, and compliance space; team and project management, executive leadership, client satisfaction, and business development.
- Subject Matter Expert in program management, enterprise governance and cultural review, data analytics, and international consulting.
- Industry experience in manufacturing, energy, oil & gas, financial services, construction, medical, healthcare, not-for-profit, and governmental organizations.

EDUCATION

University of Colorado; 2015
Masters of Business Administration, Business Strategy
Masters of Science, Organizational Change Management

Bowling Green State University; 2003
Bachelor of Science in Business Administration, Accounting

PROFESSIONAL EXPERIENCE

Jefferson Wells USA, Denver, CO, March 2014 – Present
Engagement Manager, Risk & Compliance Services

Responsibilities:

- Risk advisory project management and execution including audits, controls, and enterprise governance.
- Industry-targeted business development and market research, including proposals and presentations.
- Thought leadership through white papers, publications, and staff training
- Leader of national practice initiatives, including marketing content, international consulting, data analytics, and corporate culture
- Cross-firm projects include system implementations, cost recovery, contract management, and entity reorganization.

Accomplishments:

- Top manager in the firm in 2018 and 2019. Received the Finance Impact Award both years.
- Served as interim CFO for a wireless communications company, served as interim Controller for a medical partnership (50+ radiologists).
- Developed and implemented procedures to ensure compliance with financial services regulations and directed a project team of three consultants to consistently execute related processes.
- Managed over 8,000 hours of internal audit work and 30 consultants for a multi-billion dollar electronic payment processing firm in regulatory compliance, SOX, data privacy information security, FCPA compliance and credit card issuing services. Projects took place in 12 countries.

- Led consulting engagement serving as interim Controller and assessing financial reporting and accounting process issues whilst being responsible for the oversight of day-to-day accounting, cash forecasting, staff management, training, and morale.
- Led consulting engagement to assess IT General Controls and assist IT management in remediation of control weaknesses.
- Designed and led an enterprise governance and organizational culture review for a large federal lending institution, including a focus on committee structure, information flow, risk management, and employee engagement.
- Developed thought leadership materials on - (1) migration methodologies from legacy COSO models to COSO 2013, (2) PCAOB guidance, inspection reporting, and impact on external audit risk, (3) why audit organizations should leverage co-sourced providers, and (4) enterprise risk management.

BKD CPAs & Advisors, Denver, CO, September 2010 – March 2014
Senior Consultant

Responsibilities:

- Served as senior consultant - project management and leadership of financial, compliance, and operational audits for clients in the following industries: manufacturing, environmental, oil & gas, mining, medical, not-for-profit, and state, county, and city government.
- International business exposure in Spain, Brazil, and Turkey
- Thought leadership and organizational champion for growth and change initiatives, as well as project delivery re-engineering
- Pioneer of organizational development, serving as a mentor to staff auditors and implementation of new organizational tools.

Accomplishments:

- Managed 13 clients with recurring audit, control, and financial accounting projects.
- Managed financial and operational process consolidation for two merging doctors' offices
- Led data analytics project for a medium-sized medical device company. Project included three years of inventory and sales transactions, focusing on the identification of variances in inventory item setup, accounting treatment, and sales pricing policy
- Developed a model for the selection and eventual implementation of an ERP system for a small manufacturing business.

Reason for Leaving – Desire for increased responsibility

Great West Life & Annuity, Greenwood Village, CO, August 2007 – June 2010
Project Manager – Internal Audit

Leader of internal audit, Sarbanes-Oxley control design, and compliance projects. These projects typically involved teams of two to four and occurred within the following divisions of the organization: Financial Services, Corporate (Actuarial and Financial Reporting), and Systems. I trained departmental staff and company executives on audit-related software applications and databases. Developed a new employee training process and was responsible for mentoring staff auditors.

Reason for Leaving – Started my own consulting company - job was monotonous and I desired more varying work, plus flexibility for grad school.

Why do you desire appointment to City Council? You may use additional paper if needed.

To be an agent of change and represent the people of Ward II. I have lived in (and around) Aurora since 2007 and have never felt like I have had good representation of my wants, needs, and desires for the city. I would like to take action and give a voice to the many people of Aurora like me.

To make Aurora better. The city, specifically Ward II, has declined sharply in the last 12-18 months. Shootings not responded to by the Police, fires not responded to by the Fire Department, the increasing homeless population, the response to the COVID pandemic… these items, amongst others, are of chief concern for the people in my neighborhood. I want to help them understand the city's response and how City Council is working to make it better.

To provide the people of Aurora budget transparency. Checks and balances are most appropriate, in my mind, when it comes to how the city spends taxpayer dollars. I would like to help the people of Aurora better understand where their money is spent so that they can speak better to what they want from their city and, in turn, make better voting decisions going forward.

To continue expanding and using my skills. I have been in leadership roles - between primary school, college, and career - for over 30 years and want to continue honing how I use the tools in my toolbox. I want to lend these tools to my neighbors and help them build a better Aurora.

City of Aurora
APPLICATION - WARD II COUNCIL APPOINTMENT

Due Date: May 20, 2021 at 12:00 p.m.

Name: Luke Kodanko

Home Address: 2230 S Telluride Ct Zip Code: 80013

Email Address: [redacted]

Day Phone: 585.621.5916 Evening Phone:

What year did you become a registered elector in Aurora? 2015

Have you lived in Ward 2 for at least one year? ☑ Yes ☐ No

EDUCATION

Degree: B.S. Mathematics and Computer Science Years Completed: 2006

EMPLOYMENT

Employer Name: XKDC Solutions LLC

Position: Owner Dates: 2017-Present

Address: 2230 S Telluride Ct

REFERENCES

Name: Carson Greenhaw Phone: (303) 957-7691

Name: Paul Lucks Phone: (402) 499-0733

Name: Dean Johnson Phone: (720) 233-3326

I swear and affirm that I:

- Am a "Registered Elector" as defined in Aurora City Code Section 54-2
- Am a citizen of the United States of America
- Have resided within the municipal boundaries of the City of Aurora for at least one year prior to the appointment
- Have resided within the respective Ward boundaries for at least one year prior to the date of appointment
- Will have reached my 21st birthday prior to the date of appointment
- Have not been convicted of a felony
- Am not a City of Aurora employee or hold any other elective public office

Do you presently serve in any appointive position on a Board, Commission or Committee?

Yes ☐ No ☑

If yes, what Board Commission or Committee:

Why do you desire appointment to City Council? You may use additional paper if needed.

I've always been interested in public service, but haven't had the space in my life to pursue it. As I have the time currently I'm interested in what I can do to serve my community. The decisions big and small affect my friends family and neighborhood. I hope I can be a voice for good in those settings.

If we were to conduct a comprehensive background investigation and reference checks what will we find that may warrant explanation or that could be of concern to the city? You may use additional paper if needed.

N/A

What will we find in an internet search of press coverage that may be controversial or of concern to the city? Please provide whatever explanation you think is appropriate to help us understand what we will find. You may use additional paper if needed.

N/A

Do you have any special work experience, qualifications, or training that is related to your service on this board or that you would like to share with us?

Interests/Activities: _____

Licenses/Training/Certificates: _____

How much time do you anticipate being able to spend on Council duties each month? As needed

Are there certain times when you wouldn't be available (for instance because of job hours or another regular commitment)? N/A

Signature: _____ **Date:** 5/13/21

Note: Application will not be considered without attaching resume or if received past the deadline. Please include your previous three employers and the reason for leaving on your resume. You may use additional paper to answer the application questions.

CITY CLERK'S OFFICE USE ONLY:

Voter Registration Date: _____ **Application Received Date:** _____

Proof of 1 Year Residency

Send completed application packet to:

Email: kvrodrig@auroragov.org
Mail: City Clerk's Office, 15151 E. Alameda Pky., Ste. 1400, Aurora, CO 80012
Fax: 303-739-7520

[redacted]
Aurora, CO
+1.585.621.5916
[redacted]

Luke Kodanko

Summary

I have more than 15 years experience providing technology solutions to contact centers of all different kinds and sizes. Over that time I have had the opportunity to manage teams, to be a member of a team, and to be an individual contributor. My passion lies in creating great outcomes for my customers regardless of where in the larger structure I find myself. I always make sure my superiors know; if I'm not learning on a regular basis I'm looking for my next role.

Key competencies: NICE Systems, UCCE, Nexidia Analytics, RedBox Recorders, Call Recording, Process Automation, Workforce Management (WFM), Microsoft Suite (Office, SQL, SharePoint, IIS), LAMP (Linux, Apache, MySQL, PHP), Web Development (Javascript, HTML, CSS).

EXPERIENCE

XKDC Solutions LLC (Freelance Consultant) — *Owner*

August 2015 - Present

I provide consultative expertise on a variety of topics from Information Technology Management, to Call Center Technologies, to website building and hosting. Work for XKDC is on an ad-hoc as needed basis.

Wells Fargo, Remote (Contract) — *Application Systems Engineer*

September 2019 - September 2020

I worked with business and technology teams to ensure that products purchased and implemented from vendors met requirements and provided value.

Analyzed highly complex business requirements, designed and wrote technical specifications to design or redesign complex computer platforms and applications. Acted as an expert technical resource for modeling, simulation and analysis efforts. Verified program logic by overseeing the preparation of test data, testing and debugging of programs. Developed new documentation, departmental technical procedures and user guides. Led projects, allocated and managed resources and managed the work of less experienced staff. Assured quality, security and compliance requirements were met for the supported area and oversaw creation of or updates to and testing of the business continuation plan.

Managed implementation of large scale NICE call recording systems in multi site environments as well as one off environments which records 1 million calls per day.

Managed overall support and implementation of NICE Engage 6.10.

Performed NICE system upgrades, Update patches, and hotfixes.

Worked directly with NICE, Avaya, Cisco, and various other vendors as well as in-house teams in resolving issues and outages.

Primary Technologies: NICE Engage 6.7, NIM 4.1, Avaya DMCC, Cisco UCCE, Genesys, Nexidia, Mattersight, PinDrop, NICE Interaction Analytics, Microsoft SharePoint, Microsoft SQL, Agile Methodologies, ITIL.

NICE Systems, Remote — *Technical Customer Success Manager - EEM*

February 2019 - September 2019

I was the bridge between the customer and development to make sure that the customer was maximizing the value of the product in their environment, and to make sure that R&D was working toward a continuously iterative product that was providing enhanced value and stability with every iteration.

The Technical Customer Success Manager's involvement with the client will encompass the entire lifecycle of the relationship - beginning with the initial EEM POC, result analysis and readout support, and carry through guiding and supporting the EEM project design and deployment. Internal interfaces and client interaction will be done primarily over the phone and/or via WebEx, with face to face meetings as deemed necessary and/or appropriate. The EEM Technical Customer Success Manager will work both independently and in concert with Sales, Services, Support, MCR Field Operations and product house teams.

EEM Technical CSM is the main EEM technical point of client contact, directly responsible for the rollout/delivery of EEM POCs, calibration and tuning, value realization and guiding the regional Sales and Services team within the EEM product suite.

Primary Technologies: NICE Employee Engagement Manager, NICE IEX, Genesys WFM, Power BI, MSSQL, Agile Methodologies.

AAA Club Alliance, Remote (Contract) — *System Architect - NICE*

April 2018 - December 2018

I worked with the various LOBs to design a system that would meet the various business requirements. Led a cross functional team to ensure that all systems worked together seamlessly.

Served as Systems Architect in designing the replacement of NIM 4.1 system moving to NICE Engage 6.10. Including RTI (for PCI compliance), Tagging, Feedback, Playback Portal, and Nexidia Analytics integration.

Performed cleanup effort to identify over one thousand named licenses that were no longer needed, this represented not only an immediate savings on this licensing but also eliminated the need for funding two future projects that were to alleviate the over licensing problem. The order of magnitude estimated savings were in excess of $1 Million.

Served as SME (Subject Matter Expert) in ushering the project to completion.

Performed system audit to identify areas for potential improvement. Developed documentation and processes to accomplish these improvements.

Including consulting with and training IT staff as well as business users on best practices.

Worked with QA team to implement a strategy for development and rollout of changes to minimize impacts to other systems.

Primary Technologies: Avaya, NICE Engage, RTI, Nexidia, MSSQL.

Wells Fargo, Denver — *Application Systems Engineer*

October 2014 - April 2018

I worked with business and technology teams to ensure that products purchased and implemented from vendors met requirements and provided value. Additionally, I was a member of a cross functional team tasked with designing the next generation call handling, recording, process automation, fraud prevention, and analytics for all of Wells Fargo's 60K agents.

Acted as a lead in providing application design guidance and consultation, utilizing a thorough understanding of applicable technology, tools and existing designs. Analyzed highly complex business requirements, designed and wrote technical specifications to design or redesign complex computer platforms and applications. Acted as an expert technical resource for modeling, simulation and analysis efforts. Verified program logic by overseeing the preparation of test data, testing and debugging of programs. Developed new documentation, departmental technical procedures and user guides. Led projects, allocated and managed resources and managed the work of less experienced staff. Assured quality, security and compliance requirements were met for supported areas and oversaw creation of or updates to and testing of the business continuation plan.

Managed implementation of large scale NICE call recording systems in multi site environments as well as one off environments which records 1 million calls per day.

Managed deployment of Nexidia Interaction Analytics (NIA) platform to support all call recording systems.

Advanced troubleshooting of Nice Perform and Engage application within dozens of customer environments.

Managed overall support and implementation of NICE Perform 3.x, NICE Interaction Management (NIM 4.1) and Engage (6.x).

Performed NICE system upgrades, Update patches, and hotfixes.

Worked directly with NICE, Avaya, Cisco, and various other vendors as well as in-house teams in resolving issues and outages.

Worked with Genesys Call routing (T-Servers) on Key Value Pairs (KVPs) to capture business data.

Was part of the team to determine how best to mask PII data in Genesys data stream.

Coordinated with the fraud team using G+ adapters to pull data for fraud prevention analysis.

Primary Technologies: NICE Engage 6.7, NIM 4.1, Avaya DMCC, Cisco UCCE, Genesys, Nexidia, Mattersight, PinDrop, NICE Interaction Analytics, MSSQL, SharePoint.

Wilmac, Rochester NY — *Technical Services Manager*

October 2007 - September 2014

Technical Services Manager

I worked a hybrid-role (reporting directly to the owner) providing team leadership to the Field Service Engineers, Project Management, Solution Engineering, and Product Management.

Acting as Director of IT. Including but not limited to vendor management, contract negotiation, infrastructure design and build, network and telephony build out and management.

Manage a team of Field Service Engineers through four geographically diverse locations that implements and supports various Call recording platforms.

Create coaching/training packages for direct reports delivered through monthly Individual Development Plan meetings.

Provide support to Sales Engineering.

Work with customers to analyze any needs and implement solutions to satisfy their needs.

Maintain a lab that includes hardware, software and virtual environment.

Act as single point of contact for all Manufacture R&D escalations.

Manage projects for new implementation and upgrades.

Managing the implementation of NICE Interaction Management release 4.1 within 5 large scale environments.

Primary Technologies: NIM 4.1, Avaya DMCC, Cisco Active Recording, Redbox Recording, CUCM, NICE Trading Recording, NICE Inform, Motorola MCC 7500, NICE Perform Express, NICE Perform 3.x, NICE 8.9 with Universe, MSSQL, IIS.

Field Service Engineer

Install, service and support contact center solutions for hundreds of customers primarily in the North East and Canada.

NICE Perform 3.5 migration to NICE Interaction Management 4.1.

NICE 8.9 migration to NICE Interaction Management 4.1.

Advanced troubleshooting of Nice Perform application within dozens of customer environments.

Managing overall support and implementation of NICE Perform 3.x, 4.1.

Manage implementation of large scale NICE call recording systems in multi site environments as well as one off environments which records more than 1 million calls per month.

Perform NICE system upgrades, Update patches, and hotfixes.

Work directly with NICE, Avaya, Cisco, and various other vendors as well as in-house teams in resolving issues and outages. Granted exclusive access to NICE Fast Track and Installation Help Desk as a Business Partner (pilot program).

Perform configuration, administration, and management of users in the NICE system and CTI Interfaces include CVLAN and DMCC/TSAPI integrations, Cisco Active VoIP, Siemens, Mitel, IPC, BT, and many others.

Document and maintain NICE system specifications (Site Documentation) across all sites.

Primary Technologies: NIM 4.1, Avaya DMCC, Cisco Active Recording, Redbox Recording, CUCM, NICE Trading Recording, NICE Inform, Motorola MCC 7500, NICE Perform Express, NICE Perform 3.x, NICE 8.9 with Universe.

EDUCATION

SUNY College at Brockport — *Bachelors in Science*

August 2000 - December 2006

Double Major in Math and Computer Science

Colorado State University - Global Campus — *Masters in Information Technology Management - Incomplete*

August 2016 - January 2018

AWARDS

DECISION MAKING & PROBLEM SOLVING IN INFORMATION TECHNOLOGY LEADERSHIP

CSU-Global - October 2017

CERTIFICATIONS

26 Industry Specific Certifications (Please see LinkedIn for complete list)

Subject: Re: City Council Ward II Vacancy
Date: Wednesday, May 19, 2021 at 11:55:26 AM Mountain Daylight Time
From: Luke Kodanko
To: Rodriguez, Kadee
Attachments: image001.jpg, Resume-LK-2021.pdf

Kadee,

Thanks for reaching out. Please find my resume attached. Currently I'm self employed (XKDC Solutions LLC). Prior to that I worked at Wells Fargo. I left that of my own accord to have more time with my family. Prior to that I worked for NICE Systems. I left that position for the Wells Fargo Position. Prior to that I worked for AAA Club Alliance. That was a contract that ended. Please let me know if you need anything further from me.

Thank you,

Luke Kodanko

On Wed, May 19, 2021 at 11:51 AM Rodriguez, Kadee <kvrodrig@auroragov.org> wrote:

> Hi Luke,
>
> I am in receipt of your application for the vacancy position in Ward II. Can you please provide a copy of your resume? Applications will not be considered without a resume that includes your previous three employers and the reasons for leaving.
>
> Please let me know if you have any questions.
>
> Thank you,
>
> *Kadee Rodriguez*, CMC
>
> City Clerk | City of Aurora
>
> *office* 303.739.7180
>
> 
>

Facebook | Twitter | Instagram | Nextdoor | AuroraTV.org

From: Luke Kodanko <[redacted]>
Date: Thursday, May 13, 2021 at 4:00 PM
To: Rodriguez, Kadee <kvrodrig@auroragov.org>
Subject: City Council Ward II Vacancy

Good Day,

Please see my application attached. If you have any questions please let me know.

Thank you,

Luke Kodanko

City of Aurora
APPLICATION - WARD II COUNCIL APPOINTMENT

Due Date: May 20, 2021 at 12:00 p.m.

Name: Robert E. O'Riley

Home Address: 25421 E 5th Place Zip Code: 80018

Email Address: [redacted]

Day Phone: 303-408-0334 Evening Phone: 303-408-0334

What year did you become a registered elector in Aurora? 2015

Have you lived in Ward 2 for at least one year? ☑ Yes ☐ No

EDUCATION

Degree: MDiv and BSL Years Completed: 4

EMPLOYMENT

Employer Name: City and County of Denver, Sheriff Department

Position: Deputy Dates: 03/07 to Present

Address: 201 W. Colfax Ave, Attn: HR Denver CO 80202

REFERENCES

Name: Jody Reimers Phone: 730 913 3910

Name: Steve Veteto Phone: (303) 779-6431

Name: Earl Waggoner Phone: 303-963-3000

I swear and affirm that I:

- Am a "Registered Elector" as defined in Aurora City Code Section 54-2
- Am a citizen of the United States of America
- Have resided within the municipal boundaries of the City of Aurora for at least one year prior to the appointment
- Have resided within the respective Ward boundaries for at least one year prior to the date of appointment
- Will have reached my 21st birthday prior to the date of appointment
- Have not been convicted of a felony
- Am not a City of Aurora employee or hold any other elective public office

Do you presently serve in any appointive position on a Board, Commission or Committee?

Yes ☐ No ☑

If yes, what Board Commission or Committee:

Why do you desire appointment to City Council? You may use additional paper if needed.

Ran for Ward II previously

Continue to serve city residents

Previous Veterans Commissioner

If we were to conduct a comprehensive background investigation and reference checks what will we find that may warrant explanation or that could be of concern to the city? You may use additional paper if needed.

None

What will we find in an internet search of press coverage that may be controversial or of concern to the city? Please provide whatever explanation you think is appropriate to help us understand what we will find. You may use additional paper if needed.

None

Do you have any special work experience, qualifications, or training that is related to your service on this board or that you would like to share with us?

Interests/Activities: Books, community service, volunteer work, and family

Licenses/Training/Certificates: N/a

How much time do you anticipate being able to spend on Council duties each month? 20+ hrs

Are there certain times when you wouldn't be available (for instance because of job hours or another regular commitment)? I will modify work to accommodate neccessary commitments

Signature: _____ **Date:** 05-08-21

Note: Application will not be considered without attaching resume or if received past the deadline. Please include your previous three employers and the reason for leaving on your resume. You may use additional paper to answer the application questions.

CITY CLERK'S OFFICE USE ONLY:

Voter Registration Date:_____ **Application Received Date:**_____

Proof of 1 Year Residency

Send completed application packet to:

Email: kvrodrig@auroragov.org
Mail: City Clerk's Office, 15151 E. Alameda Pky., Ste. 1400, Aurora, CO 80012
Fax: 303-739-7520

25421 E 5TH PLACE • AURORA, CO • 80018
303.408.0334 • [redacted]

ROBERT E. O'RILEY

OBJECTIVE

Executive Management or Supervisory

SUMMARY OF QUALIFICATIONS

- Department of Homeland Security, TSA - Screener
- Hospital Shared Services, Security at Denver International Airport
- United States Marine Corps, Sergeant/E-5 Instructor Dury/Staff
- Prior Service Military-Veteran

WORK OF EXPERIENCE

10/2013 to Present Denver Sheriff Department Denver, CO
Deputy Sheriff
- Line Supervisor, Special Management, Special Assignment(s), Bi-Lingual Officer Qualified, FEMA Level I Responder, Critical Incident Training, and assisting with ACA standards

04/2013 to 09/2013 Denver Police Department Denver, CO
Police Recruit
- Law enforcement recruit training program, applicable POST standards and other applied city requirements for commission.

03/2007 to 04/2013 Denver Sheriff Department Denver, CO
Deputy Sheriff
- Line Supervisor, Special Management, Special Assignment(s), Bi-Lingual Officer Qualified, FEMA Level I Responder, Critical Incident Training, and assisting with ACA standards

EDUCATION

08/2010 to 05/2012 Liberty University Lynchburg, VA
Master of Divinity/ Chaplaincy
- 72 Units Completed

04/2009 to 12/2009 Excelsior College Albany, NY
Bachelor of Science/Focus Mgt & Admin
- 120 Units Completed

EXTRACURRICULAR ACTIVITIES

Community Outreach Assistance
Colorado Baptist Disaster Relief Assistance
School Volunteer and Activities
City and County Community Programs
Inner Sheriff Department Programs for Community
FOP Member and Veterans Organizations (some inactive)

LANGUAGES

Spanish spoken and read
Department of Defense (DLAB) credited

REFERENCES

Available Upon Request

Robert E. O'Riley

Candidate

Hi, I'm Your Next Candidate

I am married to my wife of 25 years, I have three daughters that attend Aurora Public Schools. Additionally, I am Aurora Public Schools Volunteer and have devoted may hours to the schools and other events. I have also served the community by personal outreach, church, and other agencies. I have served honorably in the U. S. Armed Forces and continue to serve the community. I have served in Aurora as a Commissioner, Aurora Veterans Affairs' Commission and the Salute Committee. I currently serve as a law enforcement officer and provide assistance with several law enforcement charities, associations, and other memberships. While working full time with a family to provide for, I attended school and received degrees from Liberty University and Excelsior College.

Skills & expertise

- Listener
- Supervision
- Bilingual
- CIT/1st Responder
- Cultural Awareness
- Traveled
- Management/Office/Ops
- IOS/Microsoft
- Budgeting

Employment history

Deputy Sheriff
Denver Sheriff Dept, Denver
October 2013- Present

Police Recruit
Denver Police Dept, Denver
April 2013 - August 2013

Deputy Sheriff
Denver Sheriff Dept, Denver
March 2007 - April 2013

Sergeant
U. S. Marine Corps
November 1997 - Nov 200

TSO- part time
TSA, Denver Airport
March 2008 -- Oct 2010

Accomplishments

Community Outreach

Aurora Veterans Affairs

ACA Credentialing

Salute Committee

Ran for Office (City Council)

School Volunteer

.

Awards

Employee of the Month May 2017
Pride Award 2018
Over 15 Military Awards/badges

Education

Liberty University
Lynchburg, VA
MDiv, Mar 2012

Excelsior College
Albany, NY
BSL, Admin/Mgt Focus, 2010

Contact

Robert E. O'Riley

[redacted]

303-408-0334

Full resume upon request

City of Aurora
APPLICATION - WARD II COUNCIL APPOINTMENT

Due Date: May 20, 2021 at 12:00 p.m.

Name: Ryan Ross, PhD

Home Address: 25047 E Canal Place Zip Code: 80018

Email Address: [redacted]

Day Phone: 3035244180 Evening Phone: 3035244180

What year did you become a registered elector in Aurora? _____

Have you lived in Ward 2 for at least one year? ☐ Yes ☐ No

EDUCATION

Degree: Doctorate Years Completed: 2008

EMPLOYMENT

Employer Name: Colorado Community College System

Position: Associate Vice Chancellor Dates: 11-2018 - current

Address: 9101 E Lowry Blvd Denver, CO 80230

REFERENCES

Name: Charles Gilford Phone: 720-624-9095

Name: Rico Munn Phone: 303-365-7800

Name: Commisoner Steve O'Dorisio Phone: 720-333-1117

I swear and affirm that I:

- Am a "Registered Elector" as defined in Aurora City Code Section 54-2
- Am a citizen of the United States of America
- Have resided within the municipal boundaries of the City of Aurora for at least one year prior to the appointment
- Have resided within the respective Ward boundaries for at least one year prior to the date of appointment
- Will have reached my 21st birthday prior to the date of appointment
- Have not been convicted of a felony
- Am not a City of Aurora employee or hold any other elective public office

Do you presently serve in any appointive position on a Board, Commission or Committee?

Yes ☐ No ☑

If yes, what Board Commission or Committee:

Why do you desire appointment to City Council? You may use additional paper if needed.

Please See attached document

If we were to conduct a comprehensive background investigation and reference checks what will we find that may warrant explanation or that could be of concern to the city? You may use additional paper if needed.

Nothing of concern

What will we find in an internet search of press coverage that may be controversial or of concern to the city? Please provide whatever explanation you think is appropriate to help us understand what we will find. You may use additional paper if needed.

Nothing of concern

Do you have any special work experience, qualifications, or training that is related to your service on this board or that you would like to share with us?

Interests/Activities: Please see attachment

Licenses/Training/Certificates: Please see attachment

How much time do you anticipate being able to spend on Council duties each month? 75-100

Are there certain times when you wouldn't be available (for instance because of job hours or another regular commitment)? I work full time: Monday - Friday 8 to 5 but I have some flexibility with appropriate planning.

Signature: Ryan Ross **Date:** 05-20-2021

Note: Application will not be considered without attaching resume or if received past the deadline. Please include your previous three employers and the reason for leaving on your resume. You may use additional paper to answer the application questions.

CITY CLERK'S OFFICE USE ONLY:

Voter Registration Date:_____ **Application Received Date:**_____

Proof of 1 Year Residency

Send completed application packet to:

Email: kvrodrig@auroragov.org
Mail: City Clerk's Office, 15151 E. Alameda Pky., Ste. 1400, Aurora, CO 80012
Fax: 303-739-7520

Ryan Edward Ross, PhD
25047 E. Canal Street Aurora, CO 80018
Phone: (303) 524-4180
Email: [redacted]

Biography

Ryan E. Ross, Ph.D., is a transformational change agent, educator, and servant leader committed to achieving educational access and equity for all students and developing leaders. Ryan's professional, community, and social contributions earned him the title "Denver's role Model for Inclusiveness, as well as land him recognitions such as: The Denver Business Journal's prestigious 40 under Forty Award, being named as an African American who make a difference by the Denver Urban Spectrum, receiving Colorado's M.O.D.E.L (Man of Distinction Excellence, and Leadership) award, being a recipient of the 2013 MLK Jr. Humanitarian award from Colorado's Martin Luther King Jr. Commission, being named as one of Colorado's top five most influential young professionals by COBIZ magazine in 2014, and recently being recognized as the 2016 Colorado 9 News leader of the year.

Personal Mission Statement

Unapologetically committed to equity, social justice, and educational access for everyone

Work History

COLORADO COMMUNITY COLLEGE SYSTEM –DENVER, CO
ASSOCIATE VICE CHANCELLOR FOR STUDENT AFFAIRS, EQUITY, AND INCLUSION, **NOVEMBER 2018 – CURRENT**

AMERICAN PETROLEUM INSTITUTE –WASHINGTON, D.C.
DIRECTOR EXTERNAL MOBILIZATION: WESTERN REGION, **MARCH 2016-NOVEMBER 2018**

URBAN LEADERSHIP FOUNDATION OF COLORADO
President and CEO, January **2015 – Current**

COMMUNITY COLLEGE OF DENVER – DENVER, CO
Interim Vice President for Student Development and Retention, November 2015 –March 2016
Dean of Student Development and Retention, April 2011- November 2015
Executive Director, Federal Trio Programs: January 2008 – April 2011
Director, Educational Opportunity Center: December 2006 – January 2008
Director, Educational Talent Search: August 2005 – December 2006
Lead Counselor & Assistant Director, Educational Opportunity Center: January 2005 – August 2005
Counselor, Educational Opportunity Center: September 2003 – January 2005

STIRRED UP ENTERPRISES – DENVER, CO: AUGUST 2006 - CURRENT
President and CEO
Motivational Speaking, Educational Consulting, Nonprofit Development Support, and Cultural Relevance and Competence workshops

Denver Kids Inc. – Denver, CO: June 2002 – September 2003
Denver Public Schools
Educational Advisor

Consulting Snapshot

City of Aurora (2020-21)
Project: Facilitation – Community and Police Task Force

Five Points Development Corporation (2018)
Project: Community Engagement

Ryan Edward Ross, PhD
25047 E. Canal Street Aurora, CO 80018
Phone: (303) 524-4180
Email: [redacted]

American Heart Association (2017)
Project: Government relations and policy support

American Petroleum Institute (2014-2015)
Project: STEM outreach campaign to Women, African American, and Latino Students

Denver Public Schools – Denver, CO (2010 -2015)
Project: Cultural Relevance in the classroom – Martin Luther King Early College
Project: Diversity Speaker Series: Focusing on Black Boys Academic Success versus Suspension - District
Project: Creating Inclusive Excellence for Students – Contemporary Learning Academy
Project: Building Team Dynamics to Create a Culture for Learning – Omar D. Blair School
Project: Identity and Success of African American Males – Contemporary Learning Academy

University of Denver (2011-2016)
Project: Pioneer College Prep leadership Academy Diversity Speaker
Project: Black Male Initiative Summit Leadership and Diversity Speaker

Anne Arundel Community College - Baltimore, MD (2011)
Project: Auditing Federal Trio Programs

EDUCATION

Doctorate of Philosophy in Educational Leadership and Innovation (2012)
Dissertation: A Counter to the Proposed Crisis: Exploring the Experiences of Successful African American Males
University of Colorado Denver, Denver, CO

Master of Education in Organization Performance and Change (2005)
Capstone: Improving Training and Development within the Aurora Police Department
Colorado State University, Ft. Collins, CO

Bachelor of Arts in Psychology (2002)
Nebraska Wesleyan University, Lincoln, NE

Leadership Denver (2014)
Denver Metro Chamber of Commerce

CCD Executive Leadership Training (2011)
Community College of Denver

ULF Connect Executive Leader Training (2008)
Urban Leadership Foundation of Colorado

Certified Career Development Facilitator (2005)
Performance Solutions
Community College of Denver

SKILLS SNAPSHOT

Diversity and Inclusion
Institutional Effectiveness
Transformational Leadership
Strategic Planning
Leadership Development
Student Affairs Management
Coalition Building
Grassroots Mobilization
Budget Management
Action Planning
Team Building
Stakeholder Relations
Community & Interpersonal Relations
Grass-top Relationship Building
Solution Oriented Problem Solving
Operational Excellence
Public Speaking
Public and Private Partnerships

PROFESSIONAL SERVICE & AFFILIATIONS

Graduate, Denver Metro Chamber Foundation Leadership Denver (2014)
Mayoral Appointee, Denver Parks and Recreation Board (2010-2012)
President, Denver Alumni Chapter of Kappa Alpha Psi (2011-2013)

Member, Denver Kappa Alpha Psi Scholarship foundation (2011-2015)
Vice Chair, Impact Empowerment Group (2013-2014)
Board Member, Mile High Youth Core (2010 -2018)
Board Member, Byrne Urban Scholars Program (2002 – 2005)
President Regional ASPIRE (CO, UT, WY, ND, SD, and MT, 2008-2010)
Board Member, Council for Opportunity in Education (Washington, D.C., 2008-2010)

MEDIA

http://www.cobizmag.com/articles/guest-column-grooming-the-next-generation-of-leaders
http://www.bizjournals.com/denver/stories/2010/03/15/focus32.html
http://www.epaperflip.com/aglaia/viewer.aspx?docid=5eb75e96af7747f5b89b52653ba95939&page=8
http://issuu.com/denverurbanspectrum/docs/dus_aug2011_36_pager_epub_layout_1-opt/8
http://www.denverpost.com/recommended/ci_20249874
http://newswire.coloradocommunitycolleges.com/2013/08/dr-ryan-ross-wins-mayors-diversity-award/
http://cbslc2014.com/?page_id=48
http://blogs.denverpost.com/style/tag/mayor-michael-hancock/
http://www.reporterherald.com/news/education/ci_24953702/loveland-gathers-keep-dream-alive
http://coloradosprings.com/denvers-marade-marches-on-despite-bitter-cold/article/1619078

HONORS

2018 MLK BR. Business Social Responsibility Award
2017 Asfaw Family Foundation Arches of Hope Leadership Award
2016 Denver Urban Scholars Gilbert Garcia Memorial Award
2016 9News Leader of the year
2014 Colorado Gospel Hall of Fame Leader on the Move Award
2014 COBIZ Magazine Gen XYZ 25 Most Influential Young Professionals
2013 Denver Mayor Diversity Award
2013 Martin Luther King Humanitarian Award Colorado Martin Luther King Commission
2013 Denver Foundation Swanee Hunt Individual Leadership Award
2012 University of Colorado Denver Distinguished Doctoral Graduate
2010 Denver Business Journal Forty under 40
2010 African American Who Makes a Difference: Denver Urban Spectrum
2010 Wellington E. Webb Commitment to Excellence in Education Award
2010 Regional ASPIRE Distinguished President Award
2010 Mayoral Appointment to the Denver Parks and Recreation Advisory Board
2009 North East Charter Community Star Award
2008, Colorado Black Chamber Connect Leadership Empowerment Award

Ryan Edward Ross, PhD
25047 E. Canal Street Aurora, CO 80018
Phone: (303) 524-4180
Email: [redacted]

Application Questions

Why do you desire appointment to City Council?

I believe that service is "the great equalizer." There is nothing that eliminates titles, posturing, and inaccessibility like inspiring service in the public's interest. The relationships I value most and the experiences I hold most dear are the direct result of service. As a youth, I watched the service completed by others create opportunities that literally changed the trajectory of my life. As a young man, the voice and advocacy of those committed to servant leadership role-modeled the responsibility I believe and accept we have as leaders to pay it forward.

This sense of responsibility and opportunity to create new relationships and experiences fuel my interest in serving Ward 2. While not perfect, I believe the City of Aurora is on the cusp of evolving into something remarkable:

- a city with an amazing opportunity to grow the economy and provide opportunities that remove individuals from poverty
- a city where public safety means all citizens feel stable, secure, and seen
- a city committed to a philosophy that everyone matters and has a right to live with dignity, especially the most disenfranchised,
- a community where diversity is celebrated and all citizens thrive.

I believe Ward 2 has had leadership that supports this vision of Aurora, and I would like to work to continue to uphold this vision. Serving in an interim capacity will allow the work to continue without significant interruption and give the community members of Ward 2 time to select their representative of choice to lead them into the future. There is no greater honor than service to one's community, I look forward sharing my time, talent, and being entrusted with this most important post.

Thank you for your service to the City of Aurora and consideration of my application to join your team in service of Aurora over the next five months.

Do you have any special work experience, qualifications, or training that is related to your service on this board or that you would like to share with us?

I understand the legislative process, city systems, charter rules, resolution, and ordinance process. I have had the opportunity to work closely, providing facilitation services, with City of Aurora Deputy City Manager Jason Batchelor and APD Community Relations Division Manager Claudine McDonald, and various representatives from community organizations and Wards across the City of Aurora. My engagement with these great folks offers you firsthand experience of my ability to bring people together, problem solves, and communicate effectively, and focus on producing outcomes.

Facilitation, teamwork, and communication skills are several of the talents I believe would add value to the democratic pursuits and processes of the council. Over the years, through education, professional work, and private consulting, I have developed an ability to assess, synthesize, and understand policies, procedures, and data.

I believe in fairness, justice and view things with an equity lens. My understanding and approach to equity have brought tremendous value to metro and rural college communities across the state. I believe I can offer the same value to the City of Aurora and Ward 2 community.

I have attached my resume and bio for your convenience.

Ryan Ross, PhD
[redacted]

City of Aurora
APPLICATION - WARD II COUNCIL APPOINTMENT

Due Date: May 20, 2021 at 12:00 p.m.

Name: Steve Sundberg

Home Address: 24160 E Louisiana Pl Zip Code: 80014

Email Address: [redacted]

Day Phone: 303 525 6659 Evening Phone: _____

What year did you become a registered elector in Aurora? 1998

Have you lived in Ward 2 for at least one year? ☒ Yes ☐ No

EDUCATION

Degree: Masters in Organizational Mgmt. Years Completed: 2

EMPLOYMENT

Employer Name: Legends of Aurora

Position: General Manager Dates: 04/1996 - Present

Address: 13690 E Iliff Ave, Aurora, CO 80014

REFERENCES

Name: Rene Simard Phone: 303 579 3264

Name: Vivian Noe Phone: 720 951 2655

Name: Rene Miller Phone: 303 547 4272

I swear and affirm that I:

- Am a "Registered Elector" as defined in Aurora City Code Section 54-2
- Am a citizen of the United States of America
- Have resided within the municipal boundaries of the City of Aurora for at least one year prior to the appointment
- Have resided within the respective Ward boundaries for at least one year prior to the date of appointment
- Will have reached my 21st birthday prior to the date of appointment
- Have not been convicted of a felony
- Am not a City of Aurora employee or hold any other elective public office

Do you presently serve in any appointive position on a Board, Commission or Committee?

Yes ☒ No ☐

If yes, what Board Commission or Committee:

Parks + Recreation Advisory Board + Pickens Technical Culinary Advisory Board

Why do you desire appointment to City Council? You may use additional paper if needed.

I love this city and appreciate the quality of life my family has here. I want Aurora businesses to thrive, for Aurora to attract top companies and for Aurora to experience, smart, responsible growth, as the City grows. Concern for public safety.

If we were to conduct a comprehensive background investigation and reference checks what will we find that may warrant explanation or that could be of concern to the city? You may use additional paper if needed.

N/A

What will we find in an internet search of press coverage that may be controversial or of concern to the city? Please provide whatever explanation you think is appropriate to help us understand what we will find. You may use additional paper if needed.

N/A

Do you have any special work experience, qualifications, or training that is related to your service on this board or that you would like to share with us?

Interests/Activities: Advocates for Children, Volunteer work, Outdoors

Licenses/Training/Certificates: Organizational Management, Service to non profits

How much time do you anticipate being able to spend on Council duties each month? 60-75

Are there certain times when you wouldn't be available (for instance because of job hours or another regular commitment)? I can be flexible

Signature: [signature] Date: 05/06/2021

Note: Application will not be considered without attaching resume or if received past the deadline. Please include your previous three employers and the reason for leaving on your resume. You may use additional paper to answer the application questions.

CITY CLERK'S OFFICE USE ONLY:

Voter Registration Date:_____ **Application Received Date:**_____

Proof of 1 Year Residency

Send completed application packet to:

Email: kvrodrig@auroragov.org
Mail: City Clerk's Office, 15151 E. Alameda Pky., Ste. 1400, Aurora, CO 80012
Fax: 303-739-7520

STEVE **SUNDBERG**

24160 E Louisiana Pl. Aurora, CO 80018 · 303.525.6659

[redacted]

I am driven to win a position on Aurora City Council to utilize my strengths, talents and abilities to better my city for this and future generations.

EXPERIENCE

04/96 – PRESENT

OPERATOR, LEGENDS OF AURORA

Assess strengths, weaknesses, opportunities and threats of small business. Plan and execute strategies to not only survive, but thrive. Succeed with hospitality, customer service and quality.

06/05 – PRESENT

TALENT, RADICAL ARTIST AGENCY/ DONNA BALDWIN TALENT

Promoting for-profit and non-profit organizations through video production, narration and voice acting.

03/03 – 06/2018

INVESTOR, GOOD FAITH HOME INVESTORS

Acquire and rehabilitate single family homes.

05/18 – 05/21

BOARD MEMBER, AUORA PARKS AND RECREATION ADVISORY BOARD

05/18 – 05/21

CHAIR AND BOARD MEMBER, LEADERSHIP AURORA

01/15 – 10/17

DIRECTOR/ BOARD MEMBER, PROBLEM SOLVING TRUANCY COURT (ACE COURT)

EDUCATION

1988 - 1993

BACHELOR OF ARTS SPEECH COMMUNICATION, COLORDO STATE UNIVERSITY

2000 - 2002

MASTER OF ARTS ORGAINZATIONAL MANAGEMENT, UNIVERSITY OF PHOENIX

SKILLS

Verbal Communication

Interpersonal Communication

Problem Solving

Conflict Resolution