



AGENDA

Regular Meeting of the Aurora City Council

Monday, February 28, 2022

6:30 p.m.

City Council Chambers

Pages

1. CALL TO ORDER
2. ROLL CALL
3. INVOCATION/MOMENT OF SILENCE
4. PLEDGE OF ALLEGIANCE
5. EXECUTIVE SESSION UPDATE
6. APPROVAL OF MINUTES
7. PROCLAMATIONS OR CEREMONIES
8. PUBLIC INVITED TO BE HEARD
(non-agenda related issues only)
9. ADOPTION OF THE AGENDA
10. 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.

- 10.a. **Consideration to AWARD CHANGE ORDER NO. 3 to a guaranteed maximum price contract to Saunders Construction, Inc., Centennial, Colorado in the amount of \$222,132.00 for the Southeast Recreation Center (SERC) Project, Project No. 5727A.** 8

Sponsor: Françoise Bergan, Council Member

John Perkins, Senior Project Manager / David Lathers, Senior Assistant City Attorney

- 10.b. **Consideration to AWARD A COMPETITIVELY BID CONTRACT to Harrell's LLC, Colorado Springs, CO in the amount of \$72,243.10 for spring fertilizers and application services as required by PROS/Golf Division at the city's five golf courses.** 25

Doug McNeil, Manager of Golf, PROS / Dave Lathers, Senior Assistant City Attorney

11. RESOLUTIONS

- 11.a. **Resolution to provide a shelter option for individuals in an unauthorized camp - 2022** 28

R2022-49 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT TO HAVE SUFFICIENT SHELTER OPTIONS FOR INDIVIDUALS AND FAMILIES IN AN UNAUTHORIZED CAMP

Sponsor: Mike Coffman, Mayor

Tim Joyce, Assistant City Attorney

- 11.b. **YVPP Resolution** 35

R2022-50 A RESOLUTION BY THE CITY COUNCIL OF AURORA, COLORADO, TO RECONSTITUTE THE CITY OF AURORA'S EFFORTS AROUND GANG REDUCTION AND INTERVENTION AND YOUTH VIOLENCE PREVENTION

Sponsor: Angela Lawson, Council Member

Peter Schulte, Public Safety Client Group Manager

11.c. First Amendment to the Amended and Restated IGA with RTD at Iliff Station Parking Garage

38

R2022-51 Consideration to APPROVE A RESOLUTION for the First Amendment to the Amended and Restated Intergovernmental Agreement (IGA) Between the City of Aurora and the Regional Transportation District (RTD) for the Initial Parking Management Plan for the Iliff Station Parking Garage

Staff requests a waiver of reconsideration due to need to extend current IGA that terminates February 2022.

Bauman, Scott, Parking Manager / Michelle Gardner, Sr. Assistant City Attorney

12. PUBLIC HEARING WITH RELATED ORDINANCE

12.a. Buckley Space Force Base Parcel Zoning Map Amendment from POS to APZ Zone District

98

2022-11 PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, REZONING 10.532 ACRES OF LAND, MORE OR LESS, GENERALLY LOCATED NORTH OF JEWELL AVENUE AND EAST OF THE PLAINS CONSERVATION CENTER, WITHIN THE CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, FROM PARKS AND OPEN SPACE DISTRICT TO ACCIDENT POTENTIAL ZONE DISTRICT, CLEAR ZONE SUBAREA, AND AMENDING THE ZONING MAP ACCORDINGLY (BUCKLEY SPACE FORCE PARCEL REZONE)

Karen Hancock, Principal Planner / Daniel L. Money, Sr. Assistant City Attorney

13. PUBLIC HEARING WITHOUT RELATED ORDINANCE

14. INTRODUCTION OF ORDINANCES

14.a. Unauthorized Camping Abatement Ordinance

112

2022-12 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ADDING A NEW SECTION TO BE NUMBERED 94-122 TO THE CITY CODE PERTAINING TO PROHIBITING UNAUTHORIZED CAMPING ON PUBLIC OR PRIVATE PROPERTY AND ADDING ARTICLE IV, SECTIONS 114-106 THROUGH 114-112 TO CHAPTER 114 PERTAINING TO ABATING UNAUTHORIZED CAMPS ON PUBLIC PROPERTY

Sponsor: Mike Coffman, Mayor

Tim Joyce, Assistant City Attorney

15. FINALIZING OF ORDINANCES

Ordinances on final reading which were introduced by unanimous vote of those present on the first reading may be taken under consideration and voted upon as a single item. Related ordinances may be acted upon as one item after the titles are read in series by the City Clerk. Any member of the Council may request an item to be considered separately. Any item removed will be considered immediately following the adoption of the remainder of the Finalizing of Ordinances.

15.a. Painted Prairie Business Improvement District Nos. 1 and 2 Petitions for Inclusion and Exclusion of Property

129

2022-04 FOR AN ORDINANCE OF THE CITY OF AURORA, COLORADO, EXCLUDING CERTAIN PROPERTY INTO THE BOUNDARIES OF PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NUMBER ONE AND INCLUDING CERTAIN PROPERTY INTO THE BOUNDARIES OF PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NUMBER ONE AND NUMBER TWO

Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance / Hanosky Hernandez, Assistant City Attorney II

15.b. ATEC Metropolitan Districts Nos. 1 and 2 Amended and Restated Service Plan

178

2022-05 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING THE AMENDED AND RESTATED SERVICE PLAN FOR ATEC METROPOLITAN DISTRICT NO. 1 AND 2 AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO AND THE DISTRICTS

Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance / Brian Rulla, Assistant City Attorney

- 15.c. The Aurora Highlands Metropolitan Districts Nos. 1-5 and First Creek Ranch Metropolitan District** 238
- 2022-06** FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO ACCEPTING DESIGNATION AS THE APPROVING AUTHORITY FOR THE FIRST CREEK RANCH METROPOLITAN DISTRICT, APPROVING THE CONSOLIDATED SECOND AMENDED AND RESTATED SERVICE PLAN FOR THE AURORA HIGHLANDS METROPOLITAN DISTRICT NOS. 1-5 AND FIRST CREEK RANCH METROPOLITAN DISTRICT (TO BE KNOWN AS THAT AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 6), AND AUTHORIZING THE EXECUTION OF INTERGOVERNMENTAL AGREEMENTS BETWEEN THE CITY OF AURORA, COLORADO AND THE DISTRICTS
- Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance / Brian Rulla, Assistant City Attorney
- 15.d. Aerotropolis Area Coordinating Metropolitan District Amended and Restated Service Plan** 338
- 2022-07** FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING THE SECOND AMENDED AND RESTATED SERVICE PLAN FOR AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO AND THE DISTRICT
- Cesarina Dancy, Senior Development Project Manager / Brian Rulla, Assistant City Attorney
- 15.e. Proposal to Designate June 19th as Juneteenth and a Legal Holiday** 396
- 2022-08** FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 2-2 OF THE CITY CODE PERTAINING TO LEGAL HOLIDAYS
- Ryan Lantz, Director of Human Resources / Rachel Allen, Client Group Manager

15.f.	Chapter 114 Code Enforcement Ordinance Amendment	412
	2022-09 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 114-27 OF THE CITY CODE RELATED TO STORAGE OF TRASH CONTAINERS	
	Sandra Youngman, Manager, Code Enforcement Division / Angela Garcia, Senior Assistant City Attorney	
15.g.	Chapter 14 Animals – Ordinance Amendments	430
	2022-10 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING CHAPTER 14 OF THE CITY CODE RELATED TO ANIMALS AND THE AURORA ANIMAL SERVICES DIVISION	
	Anthony Youngblood, Manager, Animal Services / Angela Garcia, Senior Assistant City Attorney	
16.	PLANNING MATTERS	
17.	ANNEXATIONS	
17.a.	The Aurora Highlands E470 Annexation	442
	R2022-52 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FINDING A PETITION FOR ANNEXATION OF A CERTAIN PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 65 WEST, AND THE EAST HALF OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, TO BE IN SUBSTANTIAL COMPLIANCE WITH SECTION 31-12-107(1), C.R.S., AND GIVING NOTICE OF A PUBLIC HEARING ON THE PROPOSED ANNEXATION (Aurora Highlands Hospital Annexation) 6.097 ACRES.	
	Jacob Cox, Manager of Development Assistance / Brian Rulla, Assistant City Attorney	
	Outside Speaker: Jack E. Reutzel, Fairfield and Woods, P.C.	
18.	RECONSIDERATIONS AND CALL UPS	
19.	GENERAL BUSINESS	
20.	REPORTS	

20.a. Report by the Mayor

20.b. Reports by the Council

21. PUBLIC INVITED TO BE HEARD

(non-agenda related issues only)

22. ADJOURNMENT



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to AWARD CHANGE ORDER NO. 3 to a guaranteed maximum price contract to Saunders Construction, Inc., Centennial, Colorado in the amount of \$222,132.00 for the Southeast Recreation Center (SERC) Project, Project No. 5727A.

Item Initiator: Andrew Van Essen – Project Manager

Staff Source/Legal Source: John Perkins – Senior Project Manager / David Lathers – Senior Assistant City Attorney

Outside Speaker: N/A

Council Goal: 2012: 4.1--Develop and maintain high quality parks, rec facilities/programs, libraries, natural areas, trails and open space

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 2/28/2022

ITEM DETAILS:

Consideration to AWARD CHANGE ORDER NO. 3 to a guaranteed maximum price contract to Saunders Construction, Inc., Centennial, Colorado in the amount of \$222,132.00 for the Southeast Recreation Center (SERC) Project, Project No. 5727A.

Sponsor: Françoise Bergan, Council Member

John Perkins, Senior Project Manager / David Lathers, Senior Assistant City Attorney

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

- | | |
|-----------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

- | | |
|-----------------------------------------------------------|---------------------------------------------------------|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input type="checkbox"/> 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 site for the new center is commonly called Section 17 or Reservoir Community Park and is an approximately 600-acre property conveyed to Aurora in 1984 by the federal government. The site is designated for parks and recreation uses in perpetuity as protected in the deed and by city charter.

The existing Aurora Reservoir Master Plan covers the entire reservoir property, Section 17, The Binney Purification Plant, the Southeast Maintenance Facility and Pronghorn Preserve. Proposed uses for the Section 17 community park site are listed in the current master plan and include a recreation center.

The southeast Aurora community and Aurora staff have been working on a plan for the new Southeast Recreation Center over the last two years. Throughout the process, thousands of neighbors have joined us to shape the facilities and programs that will be offered at the new center. Over 2200 people gave their input on the new center through 5 public meetings, surveys on social media and live Facebook events.

Council Member Bergan discussed the success of the public meetings during City Council meetings on July 1st, 2019; August 19th, 2019; and October 21st, 2019.

The project is comprised of three (3) phases: Design (Phase #1), Pre-Construction (Phase #2), and Construction (Phase #3).

On April 15th, 2019; City Council approved Phase #1 – Design: Consideration to AWARD AN OPENLY SOLICITED CONTRACT to Populous Group LLC, Kansas City, Missouri in the amount of \$2,198,915.00 for Architect and Engineering Services associated with the Southeast Recreation Center Project, R-1953.

September 16th, 2019; City Council approved Phase #2 – Pre-Construction: Consideration to AWARD AN OPENLY SOLICITED CONTRACT for Construction Manager/General Manager (CM/GC) services for the Southeast Recreation Center to Saunders Construction, Inc., Centennial, Colorado in the amount of \$73,430.00, R5727A.

January 11th, 2021; City Council approved Phase #3 – Construction: Consideration to AWARD A GUARANTEED MAXIMUM PRICE CONTRACT to Saunders Construction, Inc., Centennial, Colorado in the amount of \$34,200,074.00 for Construction Services for the Southeast Recreation Center (SERC) Project, Project No. 5727A.

December 20th, 2021; City Council approved Change Order No. 1: Consideration to AWARD CHANGE ORDER NO. 1 to a guaranteed maximum price contract to Saunders Construction, Inc., Centennial, Colorado in the amount of \$185,710.00 for the Southeast Recreation Center (SERC) Project, Project No. 5727A.

December 20th, 2021; City Council approved Change Order No. 2: Consideration to AWARD CHANGE ORDER NO. 2 to a guaranteed maximum price contract to Saunders Construction, Inc., Centennial, Colorado in the amount of \$439,349.00 for the Southeast Recreation Center (SERC) Project, Project No. 5727A.

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

The Southeast Recreation Center project includes the development of the vacant lot near S. Harvest Road & E. Bellevue Avenue into a community recreation facility for the Aurora Parks, Recreation & Open Spaces department. The new facility will consist of (1) structure and a new proposed access road extending to E. Alexander Drive.

The base design for the building will contain approximately 74,000 GSF of community recreation and business administrative spaces all situated on one ground floor. At its highest point, the building will have a height of approximately 40 feet.

The base scope includes the following:

- Gymnasium
- Group Exercise Studio
- Open Fitness & Cardio Training Area
- Indoor Fieldhouse
- Multi-Purpose Rooms
- Natatorium
- Child-Watch Area

In addition to the building the site will consist of (252) spaces of surface open-air parking for visitors and staff. Adjacent to the parking will be a guest drop-off area, a turn-around circle, loading area, trash enclosure, light landscaping, and (2) fire access lanes at the north and south sides of the building.

Completion is expected in the 1st Quarter of 2023.

Change Order No. 3 for the Southeast Recreation Center (SERC) Project consists of six (6) items as described below. The total contract amount to Saunders Construction, Inc., including this proposed Change Order No. 3, is as follows:

Change Order (CO) No. 3		
Item No.	Amount	Summary
SCA-009A	\$ 98,012.00	<u>Traffic Signal Addition</u> - Costs associated with the addition of the traffic signal and corresponding crosswalks at South Harvest Road and East Alexander.
SCA-027	\$ 10,409.00	<u>Insulated Metal Panel Layout</u> - Cost associated with the change from the standard panel condition to custom width panels to achieve the preferred architectural layout.
SCA-029	\$ 42,165.00	<u>COA Civil Plan Review Comments</u> - Relocation of the water connection at South Harvest Road to accommodate existing conditions and requests made by the City of Aurora Civil Engineering Department.
SCA-031	\$ 6,432.00	<u>Finishes & Room Scheduling Devices</u> - The City of Aurora PROS Department requested clarified paint requirements on various walls in addition to adding room scheduling devices.
SCA-032	\$ 62,554.00	<u>Turf, Storm Line, & Slot Drain</u> - Storm line routing and added slot drain on the west side of the building to accommodate the patio extension. Refines the turf transition details and specified product to accommodate the revised turf product and subbase as requested by the City of Aurora PROS Department.
SCA-033	\$ 2,560.00	<u>Door Hardware Updates</u> - Door hardware changes as requested by the City of Aurora Facilities Department.
Total CO No. 3	<u>\$222,132.00</u>	

Original Contract \$34,200,074.00

Change Order No. 1 \$ 185,710.00

Change Order No. 2 \$ 439,349.00

Change Order No. 3 \$ 222,132.00

Contract Total \$35,047,265.00

Public Works is requesting approval to change the construction contract awarded to Saunders Construction, Inc. to add additional construction scope in the amount of \$222,132.00 for the Southeast Recreation Center (SERC) Project. If the proposed change order amount is approved the total contract amount will increase to \$35,047,265.00. Funds are available within the existing project budget to cover this change order.

This item is being presented to City Council as the cumulative amount of the change order will exceed \$100,000.00.

Pricing has been reviewed by department staff, the Architect, and its subconsultant and it is determine to be fair and reasonable compared to current market conditions for the changed scope of work. The Project Management

Team (PMT) is also evaluating the overall cost of the change by verifying the totals are correct for each change and that the project mark-ups and fee have been applied correctly.

Based on the information provided above, staff recommends that the City change the guaranteed maximum price contract with Saunders Construction, Inc., Centennial, Colorado in the amount of \$222,132.00 for additional construction scope associated with the Southeast Recreation Center (SERC) Project, Project Number 5727A.

QUESTIONS FOR COUNCIL

Does City Council approve to AWARD CHANGE ORDER NO. 3 to a guaranteed maximum price contract to Saunders Construction, Inc., Centennial, Colorado in the amount of \$222,132.00 for the Southeast Recreation Center (SERC) Project, Project No. 5727A.

LEGAL COMMENTS

Any change order or amendment that would cause the **cumulative** total of all change orders to a contract to exceed \$100,000 requires City Council approval. (City Code § 2-676(II)(b)(3)). (Lathers)

PUBLIC FINANCIAL IMPACT

☒ YES ☐ NO

If yes, explain:

Funding for the Change Order No. 3 will be allocated from the following org & acct:

62901/68410 - \$222,132.00

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain: N/A



CITY OF AURORA CHANGE ORDER

DATE: 01/13/2022

It is agreed by the City of Aurora and the Contractor/Vendor that this Change Order constitutes full compensation (in dollars and time) for all work added to or deleted from the contract and for all costs including delay, acceleration and other impact generated by this change order.

VENDOR/CONTRACTOR NAME AND ADDRESS: Saunders Construction Inc 86 Inverness Place North Englewood, CO 80112		THIS CHANGE ORDER CHANGES THE FOLLOWING: <input type="checkbox"/> VENDOR INFO <input checked="" type="checkbox"/> DOLLAR AMOUNT <input type="checkbox"/> CONTRACT TIME <input type="checkbox"/> OTHER <input type="checkbox"/> ACCOUNT NUMBERS(S) Involves Federal Funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
PURCHASE ORDER NO.: 21P0293K	REQ NO.: PUA21010	CHANGE ORDER NO.: 3
THIS CHANGE ORDER RELATES TO A CONSTRUCTION PROJECT OVER \$25,000.00 YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		IF YES, PROJECT NO. & NAME: Project #5727A Southeast Recreation Center (SERC) Construction Work Package #1

DESCRIPTION OF CHANGE:

Change Order No. 3 for the Southeast Recreation Center (SERC) Project consists of six (6) items as described below:

Change Order (CO) No. 3		
Item No.	Amount	Summary
SCA-009A	\$ 98,012.00	<u>Traffic Signal Addition</u> - Costs associated with the addition of the traffic signal and corresponding crosswalks at South Harvest Road and East Alexander.
SCA-027	\$ 10,409.00	<u>Insulated Metal Panel Layout</u> - Cost associated with the change from the standard panel condition to custom width panels to achieve the preferred architectural layout.
SCA-029	\$ 42,165.00	<u>COA Civil Plan Review Comments</u> - Relocation of the water connection at South Harvest Road to accommodate existing conditions and requests made by the City of Aurora Civil Engineering Department.
SCA-031	\$ 6,432.00	<u>Finishes & Room Scheduling Devices</u> - The City of Aurora PROS Department requested clarified paint requirements on various walls in addition to adding room scheduling devices.
SCA-032	\$ 62,554.00	<u>Turf, Storm Line, & Slot Drain</u> - Storm line routing and added slot drain on the west side of the building to accommodate the patio extension. Refines the turf transition details and specified product to accommodate the revised turf product and subbase as requested by the City of Aurora PROS Department.
SCA-033	\$ 2,560.00	<u>Door Hardware Updates</u> - Door hardware changes as requested by the City of Aurora Facilities Department.
Total CO No. 3	\$222,132.00	

Funds are available within the existing project budget to cover this change order.

THE COMPLETION TIME IS CHANGED FROM N/A TO N/A

ACCOUNTING DATA:		APPROVALS REQUIRED ON CONSTRUCTION OVER \$10,000.00:	
ORIGINAL AMOUNT:	\$34,200,074.00	CONTRACTOR:	<u>Adam S. Tucker</u> 1/14/22
CHG. ORD NO. <u>1</u> THRU <u>3</u>	\$ 847,191.00	INSPECTOR/OBSERVER:	<u>Andrew Van Cester</u> 01/14/2022
NEW AMOUNT:	\$35,047,265.00	ARCHITECT/ENG.:	<u>RJS</u> 1/14/22
THIS CHG ORD INCREASES:	\$ 222,132.00		

ACCOUNT NUMBERS:		APPROVALS REQUIRED ON ALL CHANGE ORDERS:	
		PROJECT MGR:	<i>[Signature]</i> ADC 26 JAN 2022
62901 / 68410	\$ 222,132.00	FUNDING DEPARTMENT:	<i>[Signature]</i> Katrina Rodriguez 1-26-2021
	\$	FUNDING DEPARTMENT DCM:	<i>[Signature]</i> 1/27/2022
	\$	ASSISTANT CITY ATTORNEY:	<i>[Signature]</i> 2/3/22
	\$	PURCH./CONTR. STAFF:	
	\$	DIRECTOR OF INTERNAL SERVICES:	
	\$	CHANGE ORDER APPROVED BY COUNCIL ON: , AGENDA ITEM . SUBMITTED WEEKLY REPORT ON	
	\$		
	\$		
	\$		
	\$		

DISTRIBUTION: ALL CHANGE ORDERS: PURCHASING AND CONTRACTS, VENDOR, FUNDING DEPARTMENT.
FOR CONSTRUCTION PROJECTS OVER \$10,000.00: CONTRACTOR, INSPECTOR, A/E, PROJECT MANAGER, MATERIALS LAB, SURVEY.



Saunders Construction, LLC

CHANGE ORDER

NO. OCO-003

86 Inverness Place North
Englewood CO 80112 USA

Printed On: 01/31/2022
Page 1 of 1

TITLE: Owner Change Order 003
PROJECT: Southeast Rec Center (SERC) Project No R-5727A
TO: City of Aurora
15151 E Alameda Pkwy Suite 1100
Aurora CO 80012-1553
USA
Phone: 303-739-7100 Fax: 303-739-7397

ISSUE DATE: 10/12/2021**JOB:** 19015011

<i>Item#</i>	<i>Description</i>	<i>Bill Amount</i>
SCA-009A	Traffic Signal	98,012.00
SCA-027	Bulletin 11 - IMP Layout	10,409.00
SCA-029	Bulletin 12 - COA Civil Plan Review Comments	42,165.00
SCA-031	Bulletin 13 - Finishes and AV Devices	6,432.00
SCA-032	Bulletin 14 - Turf and Misc	62,554.00
SCA-033	Bulletin 15 - Door Hardware Updates	2,560.00

Total: \$222,132.00

The Original Contract Sum was	\$34,200,074.00
Net Change by Previously Authorized Requests and Changes	\$625,059.00
The Contract Sum Prior to This Change Order was	\$34,825,133.00
The Contract Sum will be Changed by	\$222,132.00
The New Contract Sum Including This Change Order	\$35,047,265.00
The Contract Time Will Not Be Changed	
The Date of Substantial Completion as of This Change Order therefore is	10/31/2022

ACCEPTED: This change order is hereby added to the Contract Sum as a Stipulated Sum Amount

Contractor **Saunders Construction, LLC** Architect **Populous**

Owner **City of Aurora**

By: Graham S. Taylor

By: Ryan Sellenghausen

By: John Perkins

Date: January 31, 2022 | 9:35 AM MST

Date: January 31, 2022 | 12:48 PM MST

Date: January 31, 2022 | 4:21 PM MST



CITY OF AURORA
PURCHASING SERVICES
 15151 E. Alameda Parkway, Suite 5700
 Aurora, Colorado 80012 1553
 303-739-7100

THIS PURCHASE ORDER MUST APPEAR ON ALL PACKAGES AND CORRESPONDENCE
 INVOICING MUST ACCOMPANY ALL SHIPMENTS

R-5727A

PURCHASE ORDER NO
 21P0293K

DATE
 03/18/21

TO: 13385
 SAUNDERS CONSTRUCTION INC
 86 INVERNESS PLACE NORTH
 ENGLEWOOD, CO 80112

REQUEST NO
 PUA21010

PAGE
 Page 1 of 1

BUYER
 BUY001 KC

DEPARTMENT	DELIVER INVOICE TO	FREIGHT TERMS	PAYMENT TERMS	DELIVER BY/EXPIRATION
PW/ENG/VAN ESSEN	PUBLIC WORKS 15151 E ALAMEDA PKWY 3RD FLOOR AURORA, CO 80012	Destination	NET 30	10/31/22

ITEM	QTY/UNITS	DESCRIPTION	UNIT PRICE	EXTENSION	ACCOUNT NO.
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* NOTICE TO *
 * PROCEED *

001	1 JB	THIS NOTICE TO PROCEED IS ISSUED FOR THE FOLLOWING CONSTRUCTION PROJECT NO.: 5727A.	34,200,074.00	34,200,074.00	6290168410
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PROJECT TITLE: SOUTHEAST RECREATION CENTER (SERC)
 CONSTRUCTION WORK PACKAGE #1.

CONSTRUCTION START: MARCH 19, 2021
 CONSTRUCTION END: OCTOBER 31, 2022

CITY CONTACT: ANDREW VAN ESSEN, 303-739-7333,
 AVANESSE@AURORAGOV.ORG

VENDOR CONTACT: GRAHAM TAYLOR, 303-386-9067,
 G.TAYLOR@SAUNDERSINC.COM

PERFORMANCE AND PAYMENT BOND, CERTIFICATE OF
 INSURANCE, AND CMGC CONSTRUCTION SERVICE AGREEMENT
 WORK PACKAGE NO. 1 HAVE BEEN APPROVED AND ARE
 INCORPORATED HEREIN BY ATTACHMENT TO THIS NOTICE TO
 PROCEED.

AWARD IN ACCORDANCE TO RFP: 5727A

ALL INVOICES AND CORRESPONDENCE TO THE CITY MUST
 REFERENCE THIS PURCHASE ORDER AND PROJECT NUMBER.

APPROVED BY CITY COUNCIL ON JANUARY 11, 2021 AGENDA
 ITEM 9b.

909-16

TOTAL ►
AMOUNT

34,200,074.00

AUTHORIZED SIGNATURE

Jim Velasquez

WJ

TAX EXEMPT #98-02596

noting even when she called to complain, it was left until the next week and excuses were made by the company as to why.

Council Member Murillo stated she would follow up with Ms. Aguilar as it appeared Ms. Aguilar lived in Ward I.

Mayor LeGare stated he would provide Council Member Murillo with the contact information of the Governmental Affairs for Waste Management.

8. **ADOPTION OF THE AGENDA**

The agenda was adopted as presented.

9. **CONSENT CALENDAR - 9a-h**

General Business

- a. Consideration to AWARD A SOLE SOURCE CONTRACT to Polydyne, Inc., Riceboro, Georgia in the not-to-exceed amount of \$330,000.00 for the purchase of the water treatment chemical Poly Electrolyte Cationic Clarifloc C-308P as required through February 29, 2020. STAFF SOURCE: Bobby Oligo, Manager of Water Treatment, Aurora Water
- b. Consideration to AMEND AN OPENLY SOLICITED CONTRACT with Dewberry Engineers, Inc., Denver, Colorado in the amount of \$102,204.00 to provide construction phase and programming / system integration services for the 6th and Powhatan facilities for the Prairie Waters Pipeline Tap Project. STAFF SOURCE: Steven Fiori, Project Delivery Service Manager, Aurora Water
- c. Consideration to AWARD A COMPETITIVELY BID CONTRACT to K.R. Swerdfeger Construction, Inc., Pueblo West, Colorado in the amount of \$3,138,169.37 for the 2018/2019 Water Line System Improvements, Project No. 5672A. STAFF SOURCE: Steven Fiori, Project Delivery Service Manager, Aurora Water
- d. Consideration to AWARD A SOLE SOURCE CONTRACT to Versaterm Systems, Scottsdale, Arizona in the amount of \$258,196.00 for annual renewal of software maintenance on the Police Information Management and Mobile Report Entry Systems through March 2020. STAFF SOURCE: Aleta Jeffress, Chief Information & Digital Officer, Information Technology
- e. Consideration to AWARD WORK PACKAGE NO. 5 of the Central Recreation Center to Adolfson & Peterson Construction, Aurora, Colorado in the amount of \$101,444.00, R-5540A. **(Staff requests a waiver of reconsideration)** STAFF SOURCE: Katrina Rodriguez, Acting Facilities Project Delivery Manager, Public Works
- f. Consideration to AWARD AN OPENLY SOLICITED CONTRACT to Populous Group LLC, Kansas City, Missouri in the amount of \$2,198,915.00 for architect and engineering services associated with the Southeast Recreation Center Project, R-1953. STAFF SOURCE: Katrina Rodriguez, Acting Facilities Project Delivery Manager, Public Works
- g. Consideration to EXTEND A COMPETITIVELY BID CONTRACT to Ferguson Enterprises, Aurora, Colorado in the not-to-exceed amount of \$100,000.00 for the purchase of plumbing supplies as required by Facilities Management Operations through October 31, 2019. This first extension will represent year two of a possible three-year

- ◆ *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.*

contract. (B-4274) STAFF SOURCE: Lynne Center, Acting Deputy Director Street Operations, Public Works

Motion by Watson second by Gruber to approve items 9a – 9g with a waiver of reconsideration on item 9e.

Voting Aye: Mayor LeGare, Bergan, Berzins, Gruber, Hiltz, Johnston, Murillo, Richardson, Watson

Final Ordinances

- ♦ h. **2019-14**
Consideration of AN ORDINANCE FOR ADOPTION of the City Council of the City of Aurora, Colorado, amending Section 146-1207 of the Aurora City Code, to give Council Authority to Approve Operator Agreements for Oil and Gas Operations in the City. STAFF SOURCE: Christine McKenney, Client Group Manager, City Attorney

Sonia Skakich-Scrima stated her support of operator agreements but only if they were scientifically informed.

Motion by Gruber, second by Berzins, to approve item 9h.

Council Member Johnston stated she would support the item but noted she agreed with Ms. Skakich-Scrima's point regarding the process. She stated she did not support rushed operator agreements moving forward because health and safety issues for the community need to be taken into consideration.

Council Member Watson stated the item related to providing the City Council with the ability to negotiate oil and gas operator agreements in the future.

Voting Aye: Bergan, Berzins, Gruber, Hiltz, Johnston, Murillo, Richardson, Watson

10. **RESOLUTIONS**

- a. **R2019-21**
Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, Approving an Intergovernmental Agreement among the City of Aurora, Colorado, by and through its Utility Enterprise, the Urban Drainage and Flood Control District, the City and County of Denver, and the City of Lakewood regarding the joint funding for wet weather monitoring and other Colorado discharge permit system activities. STAFF SOURCE: Dan Mikesell, Aurora Water Director of Operations, Aurora Water

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

Voting Aye: Bergan, Berzins, Gruber, Hiltz, Johnston, Murillo, Richardson, Watson

11. **PUBLIC HEARING WITH RELATED ORDINANCE**

- ♦ a. **2019-15**
Public Hearing and INTRODUCTION FOR AN ORDINANCE of the City Council of the City of Aurora, Colorado, rezoning 1047 acres more or less in the vicinity of 38th Avenue and Tower Road, E-470 and I-70 from Master Planned Industrial Park (MPIP) And Light Industrial District (M1) to E-470 Light Industrial/Flex Office subarea and amending the zoning map accordingly (MAJESTIC COMMERCE CENTER REZONE) STAFF SOURCE: Brandon Cammarata, Senior Planner, Planning & Development Services

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- g. Consideration to AWARD A SINGLE SOURCE CONTRACT to C&L Water Solutions, Littleton, CO in the amount of \$131,122.00 for the construction of Alameda 21 Inch Sewer Repair Project.
Presenter: Swirvine Nyirenda, Principal Engineer, Aurora Water
- h. Consideration to AMEND AN OPENLY SOLICITED CONTRACT with Carollo Engineers, Littleton, Colorado in the amount of \$36,609.00 to upgrade existing 3rd party Programmable Logic Control (PLC) panels to be standardized and communicate in a manner consistent with the recently completed PLC panel upgrades of the Wemlinger PLC Conversion and Improvements Project.
Presenter: Sarah Young, Deputy Director Water Planning/Engineering, Aurora Water
- i. Consideration to AWARD A SINGLE SOURCE CONTRACT to Fast Hosting Services LLC, Centennial, CO in the amount of \$573,000.00 for the annual subscription on the Tax Management Software System for the Finance Department through September 2020.
Presenter: Aleta Jeffress, Chief Info & Digital Officer, Information Technology
- j. Consideration to AWARD AN OPENLY SOLICITED CONTRACT for Construction Manager/General Manager (CM/GC) services for the Southeast Recreation Center to Saunders Construction, Inc., Centennial, Colorado in the amount of \$73,430.00, R-5727A.
Presenter: Katrina Rodriguez, Acting Facilities Project Delivery Manager, Public Works
- k. Consideration to AWARD A SINGLE SOURCE CONTRACT to Life-Assist, Inc., Rancho Cordova, California in the not-to-exceed amount of \$100,000.00 for the purchase of EMS supplies as required from October 1, 2019 through September 30, 2020.
Presenter: Mathew Wasserburger, Assistant Director of Fire Management Services, Fire
- l. Consideration to AWARD AN OPENLY SOLICITED CONTRACT for design/build services for the replacement of tube heaters at the City's North Satellite Cold Storage Building, and at Fire Stations 2 and 8 to Colorado Mechanical Systems, Inc. Centennial, Colorado in the amount of \$220,800.00, R-5726A.
Presenter: Katrina Rodriguez, Acting Facilities Project Delivery Manager, Public Works
- m. Consideration to AWARD A SOLE SOURCE CONTRACT to Hach Company, Loveland, Colorado in the not-to-exceed amount of \$195,000.00 for the purchase of water quality monitoring equipment and supplies for the Water Department as required through August 31, 2020.
Presenter: Bobby Oligo, Manager of Water Treatment, Aurora Water
- n. Consideration to AWARD A COMPETITIVELY BID CONTRACT to Goodland Construction Inc, Golden, Colorado in the amount of \$1,378,058.05 for construction of the Yale Avenue and Xanadu Way Intersection Improvement Project. Project #18042 **(Staff requests a Waiver of Reconsideration)**
Presenter: Matthew Kozakowski, Transportation Project Delivery Manager, Public Works

Motion by Roth, second by Berzins, to approve items 9a – 9n with a waiver of reconsideration of item 9n.

Voting Aye: Mayor LeGare, Bergan, Berzins, Gruber, Hiltz, Johnston, Lawson, Murillo, Richardson, Roth, Watson

MINUTES

Regular Meeting of the Aurora City Council

Monday, January 11, 2021

1. **RECONVENE REGULAR MEETING OF JANUARY 11, 2020 AND CALL TO ORDER**

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

2. **ROLL CALL** – Kadee Rodriguez, City Clerk

COUNCIL MEMBERS PRESENT: Mayor Coffman, Bergan, Berzins, Bergan, Coombs, Gardner, Gruber, Hiltz, Johnston, Lawson, Marciano, Murillo

Roger Sherman and Andrew Larsen, interpreter, provided call-in instructions for the benefit of the public.

3. **INVOCATION/MOMENT OF SILENCE**

Mayor Coffman called for a moment of silence for all those who lost their lives to and those who suffer with COVID.

4. **PLEDGE OF ALLEGIANCE** (all standing)

5. **APPROVAL OF MINUTES**

5.a. November 16, 2020 Minutes

Motion by Marciano, second by Gruber, to approve the minutes of the meeting of November 16, 2020, as presented.

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

5.b. December 7, 2020 Minutes

Motion by Gruber, second by Marciano, to approve the minutes of the meeting of December 7, 2020, as amended.

Council Member Marciano issued a statement of clarification based on advice from staff related to the Mayor Pro Tem votes. He stated Council was told at the meeting they could abstain from the vote but were later told they could not, therefore, he stated his intent was to vote in favor of Council Member Murillo and opposed to the remaining candidates. He noted the clarification did not change the votes but he wanted the statement clarified in the minutes regardless.

Council Member Coombs concurred. She clarified her intent was a no vote where it was listed as abstentions.

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

9. **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

9.a. CCWCD Intergovernmental Agreement for Well Augmentation

Alexandra Davis, Deputy Director of Water Resources / Stephanie Neitzel, Assistant City Attorney

9.b. Consideration to AWARD THE GUARANTEED MAXIMUM PRICE CONSTRUCTION WORK PACKAGE CONTRACT to Saunders Construction, Inc., Englewood, Colorado in the amount of \$34,200,074.00 for the Southeast Recreation Center (SERC) project; Project No.: 5727A.

Waiver of Reconsideration

John Perkins, Senior Project Manager / Dave Lathers, Senior Assistant City Attorney

9.c. Consideration to AWARD AN OPENLY SOLICITED contract to Saunders Construction, Englewood, Colorado in the amount of \$94,076,155 for Work Package 3 of the Southeast Aurora Maintenance (SEAM) Facility Project. R-5661A

Elly Watson, Manager Of Business Services, Public Works / David Lathers, Senior Assistant City Attorney

9.d. Crestone Water Supply Agreement

Sarah Young, D/D Planning and Engineering, Aurora Water / Christine McKenney, Client Group Manager

Motion by Coombs, second by Gruber, to approve items 9a – 9d.

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

10. **RESOLUTIONS**

10.a. Snow Plowing Operations (Blackstone Community)

R2021-01 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO AND THE HIGH PLAINS METROPOLITAN DISTRICT FOR SNOW REMOVAL AND PLOWING OPERATIONS (BLACKSTONE COMMUNITY)

Tom A. McMinimee, PE / Michelle Gardner, Senior Assistant City Attorney

(non-agenda related issues only)

Council heard public call-in testimony on non-agenda related items.

Council Member Murillo asked staff to address the concerns raised by the speakers as there were ongoing programs in the City related to their concerns.

Mayor Coffman asked staff to obtain the contact information from the speakers and to address the issue at an upcoming study session.

Jason Batchelor, Deputy City Manager, agreed to do so.

8. **ADOPTION OF THE AGENDA**

Motion by Bergan, second by Coombs, to adopt the agenda as presented.

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

9. **CONSENT CALENDAR**

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- 9.a. Consideration to AWARD CHANGE ORDER NO. 1 to a guaranteed maximum price contract to Saunders Construction, Inc., Centennial, Colorado in the amount of \$185,710.00 for the Southeast Recreation Center (SERC) Project, Project No. 5727A.

John Perkins, Senior Project Manager / Brian Rulla, Assistant City Attorney

- 9.b. Consideration to AWARD CHANGE ORDER NO. 2 to a guaranteed maximum price contract to Saunders Construction, Inc., Centennial, Colorado in the amount of \$439,349.00 for the Southeast Recreation Center (SERC) Project, Project No. 5727A.

John Perkins, Senior Project Manager / Brian Rulla, Assistant City Attorney

- 9.c. Consideration to AMEND AN OPENLY SOLICITED CONTRACT with HDR Engineering, Denver, Colorado in the amount of \$171,800.00 for the Professional Engineering Services for the First Creek Interceptor Segments 1B, 1C & 1D.

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

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- 9.i. Consideration to AMEND AN OPENLY SOLICITED CONTRACT with Dewberry Engineers, Inc., Denver, Colorado in the amount of \$331,819.00 for the Rampart Slip lining Program, Phase 1, Engineering Services During Construction Project, Project No. R-2073.

Dean Bedford, Principal Engineer, Aurora Water / Brian Rulla, Assistant City Attorney

- 9.j. Consideration to AWARD AN OPENLY SOLICITED contract to BT Construction, Inc., Henderson, Colorado in the amount of \$2,826,605.25 for Work Package No. 2 of the Rampart Pipeline Sliplining Program – Construction Services Phase 1 Project, Project No. R-5829A

Dean Bedford, Principal Engineer, Aurora Water / Brian Rulla, Assistant City Attorney

- 9.k. Consideration to AWARD A COMPETITIVELY BID CONTRACT to TechCon Infrastructure, LLC in the amount of \$1,120,410.00 for the 25th Ave. Pedestrian Blvd. Construction Project; Project No. 21050/5845A.

Carlie Campuzano, Public Works Traffic Manager / Brian Rulla, Assistant City Attorney

- 9.l. Clinton Street Reimbursement Agreement for Storm Sewer System

Consideration to APPROVE A REIMBURSEMENT AGREEMENT between DRI/Maple Clinton Street, LLC, Delaware limited partnership and the City of Aurora, acting by and through its Utility Enterprise for storm sewer improvements construction cost for Clinton Street #01 in the not to exceed amount of \$490,630.30.

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

- 9.m. Consideration to APPROVE AN AGREEMENT between the City of Aurora, acting by and through its Utility Enterprise and Piney Lake Trails, LLC, a Colorado limited liability company, for water and sewer services.

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

Motion by Bergan, second by Gardner, to approve items 9a – 9m with a waiver of reconsideration on item 9f.

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

- ♦ *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.*

Parks, Foundations and Quality of Life (PFQL) Meeting
July 23, 2020

Members Present: Council Member Curtis Gardner, Chair; Council Member Marsha Berzins, Vice-Chair;
Council Member Dave Gruber

Members Absent:

Others Present: Nancy Freed, Brooke Bell, Pat Schuler, Tracy Young, Angela Garcia, Center Lynne,
Katrina Rodriguez, John Perkins, Curt Bish, Rick Crandall, Roberta Bloom and Elvia
Tovar.

1. WELCOME AND INTRODUCTIONS

Council Member (CM) Gardner welcomed everyone.

2. REVIEW AND APPROVAL OF MINUTES

The June 25, 2020 minutes were approved after correction.

3. ANNOUNCEMENTS

None.

4. SOUTHEAST RECREATION CENTER UPDATE

Summary of Issue and Discussion:

Lynne Center, Deputy Director of Operations in Public Works, reviewed the funding design and construction of the new recreation center. Funding was approved in 2018, Architectural selection of Populous Inc, Public input process culminated in a public meetings and selected contractor in 2019. Amendment to the Aurora Reservoir Park Master Plan in June 2020. New addition and able to have a fieldhouse. Recreation center will be well balanced in activities in Aquatics, Gym and individual Fitness. On the process vetting out windows styles and window treatment, will come back on a later date with renderings and will show how is going to look like. Unique feature, running track does not touch the ground and suspended trough out, it can be access by steps and a lift and you will have all view access. Integrated art renderings will be brought to study session on august third. projected \$40,000,000 for projects using combinations of funds bonds proceeds, site remediations and remaining funds from Central Recreation Project.

CM Gardner asked about the fieldhouse size. T Young answered it would be used to accommodate youth programing and other age groups, is fairly new and does not have exact dimensions. N Freed added that during the community open house participation, the fieldhouse was near at the top of the list and just recently was able to proceed with budget and design for the fieldhouse.

CM Gardner asked about the impact cost, labor and materials L Center answered did not have the information and might be able to answer once they get the most recent cost estimate and will have that information on the study session of august third.

CM Berzins asked about if there's room to add an outside field and cricket field. T Young answered the entire site is 600 acres, there is plenty of room but not for this budget and that would be in future projects. B Bell added about the fieldhouse is not a full-size adult field it will accommodate youth game and is cost prohibited

with all the other amenities, regarding the outdoor field priority became, when realized of projected budget and when it comes to a space that could be used all year around.

CM Gruber commented He is very excited about this, two years ago the citizens advisory committee briefed on creating a sports park two, at that time were looking at property north of Quincy, one of the ideas was commercial sponsorship supporting the Sports Park. Funding for Sports Park one was led from the soccer families, those people that understood that the fields we had, were congested and having a central location would be very good for the city. Sports park one in the normal season the amount of professional sports we have there helps the bottom line at the same time, bringing revenue to support the sports park. Understands the budget constrains but would be nice to have a Sports Park two at this location, it would go long way to support tourism, as well to support the massive growth that we have, on south east side on the city and excited to see the generations of folks getting involved. Sports Park brought successful revenue bond and national renowned soccer field, after this is built hope to bring additional revenue. Delighted with the design and glad to see a recreation center being built in this area. CM Gruber Asked about the YMCA being constructed two miles away from this location and the discussions on that matter. N Freed answered that in the past talked to YMCA and invited them to share what they'll have at their center and was never able to come to any conclusion and don't see it as a competition, they are constructing something more like a community center. B Bell added in the last conversation, they agreed to have a discussion and compare on the programing, once they are up and running and talk about their programing comparisons, discussion is to come. CM Gruber added as people in the areas might see the two building being constructed, there will be certainly questions, as why are we building two centers and accusations on why wasting money, having those questions addressed beforehand would be helpful, as you said, building more of a community center and this is for the east region, having those answers will help council. B Bell Thank for the great advice and would get some talking points. CM Gruber Thanked staff.

N Freed asked to take this presentation to council during the first study session in august with Roberta Bloom's art.

Outcome:

The Committee approved to move presentation forward to City Council Study Session.

Follow-up Action:

None.

5. HIGH PLAINS TRAIL (E-470 TRAIL) MAINTENANCE INTERGOVERNMENTAL AGREEMENT

Summary of Issue and Discussion:

Pat Schuler, Manager of Open Space and Natural Resources (OSNR) in PROS, Reviewed The proposed Intergovernmental Agreement (IGA) with Arapahoe County. In addition, E-470 is currently designing the second trail segment which will run from Quincy Road north to I-70. This trail required a second IGA for all aspects of maintenance. That trail extension to the north will also be covered by this IGA with ARCO, E-470 Highway Authority and Arapahoe County Open Space have requested Aurora provide regular trail maintenance for the 4 mile stretch of new concrete trail through ARCO and Aurora jurisdictions, adjacent to E-470 Highway. ARCO will contribute 26% to the cost of the regular maintenance service, more of than the total number of miles by what they have by 20% to help cover time and expenses, and E-470 Highway Authority will contribute to the capital repairs into the future. Aurora will have primary responsibility of the trails between all three parties. The addition of the final 6 miles of trail north of Quincy Ave. is also covered under this proposed IGA.



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to AWARD A COMPETITIVELY BID CONTRACT to Harrell's LLC, Colorado Springs, CO in the amount of \$72,243.10 for spring fertilizers and application services as required by PROS/Golf Division at the city's five golf courses.

Item Initiator: Brian Hancock - Procurement Agent - Finance

Staff Source/Legal Source: Doug McNeil - Manager of Golf - PROS / Dave Lathers Sr. Assistant City Attorney

Outside Speaker: N/A

Council Goal: 2012: 4.1--Develop and maintain high quality parks, rec facilities/programs, libraries, natural areas, trails and open space

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: N/A

ITEM DETAILS:

Doug McNeil, Manager of Golf, PROS / Dave Lathers, Senior Assistant City Attorney

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

- | | |
|-----------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

- | | |
|----------------------------------------------|------------------------------------------------------|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> 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.)*

There is no prior Council history for this solicitation.

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

PROS/Golf Division has a requirement for spring fertilizers and application services for the city's five golf courses. Purchasing Services posted bid #B-4635 on January 11, 2022, with responses due on January 28, 2022 at 2:00 p.m. Bids were opened with the following results:

Harrell's, LLC, Colorado Springs, CO- \$72,243.10

Target Specialty Products, Denver, CO - \$75,696.10

Note: Two other bids were received but deemed non-responsive for not submitting all required bid documents in accordance with the Invitation for Bids.

Council approval is required for awards greater than \$50,000.00 when less than 3 bids are received.

Based on the above, it is staff's recommendation to award a competitively bid contract to Harrell's LLC, Colorado Springs, CO in the amount of \$72,243.10 for spring fertilizers and application services as required by PROS/Golf Division.

QUESTIONS FOR COUNCIL

Does City Council approve the competitively bid contract to Harrell's LLC in the amount of \$72,243.10 for spring fertilizers and applications services as required by PRO/Golf Division?

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)). (Lathers)

PUBLIC FINANCIAL IMPACT

☒ YES

☐ NO

If yes, explain: Funding is budgeted in and will be charged to the following orgs and accounts: 61522,61523,61524,61526,61527-60353.

PRIVATE FISCAL IMPACT

☒ Not Applicable

☐ Significant

☐ Nominal

If Significant or Nominal, explain:

City of Aurora, Colorado
Invitation for Bids #B-4635 - Bulk Fertilizers and Applications

Harrells										Target Specialty Products						
Item	Fertilizers: Aurora Hills Golf Course - 50 S. Peoria, Aurora, Co 80012				Fertilizer Qty	Fertilizer Cost		Application Acres	Application Cost	Fertilizer Qty	Fertilizer Cost		Application Acres	Appclcation Cost		
1	22-5-10 1% Fe 50% SCU 16,000 lbs 80 Acres 16,000 lbs				16,000 lbs	\$	8,800.00	80	\$	960.00	16,000 lbs	\$	8,960.00	80	\$	960.00
2	Solu-Cal S Enhanced Gypsum application @ 35 Acres(fwy's and tee's) 12,000 lbs				12,000 lbs	\$	4,650.00	35	\$	576.10	12,000 lbs	\$	2,196.00	35	\$	576.10
							<u>\$ 13,450.00</u>		<u>\$ 1,536.10</u>			<u>\$ 11,156.00</u>		<u>\$ 1,536.10</u>		
Cost for Ferilizers and Applications Aurora Hills:																
Total Cost for Aurora Hills:								<u>\$ 14,986.10</u>						<u>\$ 12,692.10</u>		
Item	Fertilizers: Springhill Golf Course - 810 Telluride St., Aurora, CO 80012					Cost		Application Acres	Application Cost		Cost		Application Acres	Appclcation Cost		
3	22-5-10 1% Fe 50% SCU 13,000 lbs 60 Acres				13,000 lbs	\$	7,150.00	60	\$	720.00	13,000 lbs	\$	7,280.00	60	\$	720.00
Cost for Fertilizers and Applications Springhill:							<u>\$ 7,150.00</u>		<u>\$ 720.00</u>			<u>\$ 7,280.00</u>		<u>\$ 720.00</u>		
Total Cost for Springhill:								<u>\$ 7,870.00</u>						<u>\$ 8,000.00</u>		
Item	Fertilizers: Meadow Hills Golf Course - 13650 E. Hampden Ave., Aurora, CO 80014					Cost		Application Acres	Application Cost		Cost		Application Acres	Appclcation Cost		
4	22-5-10 1% Fe 50% SCU 13,000 lbs 60 Acres				13,000 lbs	\$	7,150.00	60	\$	720.00	13,000 lbs	\$	7,280.00	60	\$	720.00
Cost for Fertilizers and Applications for Meadow Hills:							<u>\$ 7,150.00</u>		<u>\$ 720.00</u>			<u>\$ 7,280.00</u>		<u>\$ 720.00</u>		
Total Cost for Meadow Hills:								<u>\$ 7,870.00</u>						<u>\$ 8,000.00</u>		
Item	Fertilizers: Saddlerock Golf Course - 21710 E. Arapahoe Rd., Aurora, CO 80016					Cost		Application Acres	Application Cost		Cost		Application Acres	Appclcation Cost		
5	35-0-12 with 70% 120day duration, 15% Urea, 15% UFLEXX - 22,000 lbs 90 Acres				22,000 lbs	\$	15,015.00	90	\$	1,080.00	22,000 lbs	\$	20,460.00	90	\$	1,080.00
Cost for Fertilizers and Applications for Saddlerock:							<u>\$ 15,015.00</u>		<u>\$ 1,080.00</u>			<u>\$ 20,460.00</u>		<u>\$ 1,080.00</u>		
Total Cost for Saddlerock:								<u>\$ 16,095.00</u>						<u>\$ 21,540.00</u>		
Item	Fertilizers: Murphy Creek Golf Course - 1690 S. Old Tom Morris, Rd., Aurora, CO 80016					Cost		Application Acres	Application Cost		Cost		Application Acres	Appclcation Cost		
6	Solu-Cal S Enhanced Gypsum application 24,000 lbs 100 Acres				24,000 lbs	\$	9,300.00	100	\$	1,200.00	24,000 lbs	\$	4,392.00	100	\$	1,200.00
7	35-0-12 70% Duration 120day, 15% Urea, 15% UFLEXX. 20,000 lbs 106 Acres				20,000 lbs	\$	13,650.00	106	\$	1,272.00	20,000 lbs	\$	18,600.00	106	\$	1,272.00
Cost for Fertilizers and Applications for Murphy Creek:							<u>\$ 22,950.00</u>		<u>\$ 2,472.00</u>			<u>\$ 22,992.00</u>		<u>\$ 2,472.00</u>		
Total Cost for Murphy Creek:								<u>\$ 25,422.00</u>						<u>\$ 25,464.00</u>		
Total Cost for All Fertilizliers and Applications Priced Above:								<u>\$ 72,243.10</u>					<u>\$ 75,696.10</u>	27		



CITY OF AURORA

Council Agenda Item Continuation Page

Item Title: Camping Ban Resolution
Item Initiator: Mike Coffman, Mayor
Staff Source: Tim Joyce, Assistant City Attorney
Legal Source: Tim Joyce, Assistant City Attorney
Outside Speaker: N/A
Date of Change: 2/7/2022

COUNCIL MEETING DATES:

Study Session: 2/7/2022

Regular Meeting: 2/28/2022

ITEM SUMMARY *(Brief description of changes or updates with documents included.)*

The Mayor decided to remove tents as a shelter option because HUD funding does not consider tents to be a viable shelter option.

RESOLUTION NO. R2022- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT TO HAVE SUFFICIENT SHELTER OPTIONS FOR INDIVIDUALS AND FAMILIES IN AN UNAUTHORIZED CAMP

WHEREAS, the City prohibits unauthorized camping; and

WHEREAS, the City may abate an unauthorized camp if the City has sufficient shelter options available for all the individual and families in an unauthorized camp; and

WHEREAS, a shelter option for an individual or family in an unauthorized camp may consist of, but is not limited to, a space in a brick and mortar facility that offers services to those individuals and families that are homeless or at risk of being homeless, a pallet shelter provided by the City in a designated Safe Outdoor Space, a hotel/motel voucher that has a duration of 72-hours, a space in a health care facility or a mental health facility, a space in a foster care or other youth facility, or other alternatives; and

WHEREAS, the minimum services that should be offered at a shelter option include access to water, sanitation, and food; and

WHEREAS, the City does not have sufficient shelter options available at all times for all the individuals or families in an unauthorized camp.

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

Section 1. The Aurora City Council directs the City Manager to look for, create, and maintain sufficient shelter options to provide a safe space for individuals and families in an unauthorized camp that desire to use a shelter option.

Section 2. This Resolution shall take effect immediately without reconsideration.

RESOLVED AND PASSED this ____ day of _____. 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:


TIM JOYCE, Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: Resolution to provide a shelter option for individuals in an unauthorized camp - 2022
Item Initiator: Mike Coffman, Mayor
Staff Source/Legal Source: Mike Coffman, Mayor
Outside Speaker: N/A
Council Goal: 2012: 4.0--Create a superior quality of life for residents making the city a desirable place to live and work

COUNCIL MEETING DATES:

Study Session: 2/7/2022

Regular Meeting: N/A

ITEM DETAILS:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT TO HAVE SUFFICIENT SHELTER OPTIONS FOR INDIVIDUALS AND FAMILIES IN AN UNAUTHORIZED CAMPING

Sponsor: Mike Coffman, Mayor
Estimated time: 30 mins

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

- | | |
|-----------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input checked="" type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

- | | |
|-----------------------------------------------------------|---------------------------------------------------------|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input type="checkbox"/> 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 item has not been considered by Council yet.

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

A municipality is constitutionally permitted to set reasonable restrictions on the use of public property, including regulating where and when camping may occur. An ordinance that prohibits conduct, even if the conduct relates to a person's status, is constitutional. *People v. Madison*, 10CV716 (Dist. Ct, County of Boulder, April 20, 2011). The City's unauthorized camping ordinance authorizes the abatement of camps on public property where overnight camping is not authorized by the City. To comply with case law the City needs to be able to offer a shelter option to every individual in an unauthorized camp. A shelter option is an authorized location where an individual in an unauthorized camp can reside which included a building equipped to house them, a pallet shelter, or it can be a hotel/motel voucher.

QUESTIONS FOR COUNCIL

Does City Council approve of the resolution directing the City Manager to look for, create and manage shelter options for individual in an unauthorized camp?

LEGAL COMMENTS

Council has the powers and duties conferred by the state constitution, statute or city Charter and such as it shall deem necessary and proper to provide for the safety; preserve the health; promote the prosperity; and improve the morals, order, comfort and convenience of the city and the inhabitants thereof. (City Code Sec. 2-32) 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 Sec. 5-1). (TJoyce)

PUBLIC FINANCIAL IMPACT

☒ YES ☐ NO

If yes, explain: In order to find, create, and maintain a shelter option for individual in an unauthorized camp the City may need to acquire such option by purchase or lease.

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain: N/A

RESOLUTION NO. R2022- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT TO HAVE SUFFICIENT SHELTER OPTIONS FOR INDIVIDUALS AND FAMILIES IN AN UNAUTHORIZED CAMP

WHEREAS, the City prohibits unauthorized camping; and

WHEREAS, the City may abate an unauthorized camp if the City has sufficient shelter options available for all the individual and families in an unauthorized camp; and

WHEREAS, a shelter option for an individual or family in an unauthorized camp may consist of, but is not limited to, a Safe Outdoor Space location for an individual to erect their personal tent for shelter, a space in a brick and mortar facility that offers services to those individuals and families that are homeless or at risk of being homeless, a pallet shelter provided by the City in a designated Safe Outdoor Space, a tent provided by the City in a designated Safe Outdoor Space, a hotel/motel voucher that has a duration of 72-hours, a space in a health care facility or a mental health facility, a space in a foster care or other youth facility, or other alternatives; and

WHEREAS, the minimum services that should be offered at a shelter option include access to water, sanitation, and food; and

WHEREAS, the City does not have sufficient shelter options available at all times for all the individuals or families in an unauthorized camp.

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

Section 1. The Aurora City Council directs the City Manager to look for, create, and maintain sufficient shelter options to provide a safe space for individuals and families in an unauthorized camp that desire to use a shelter option.

Section 2. This Resolution shall take effect immediately without reconsideration.

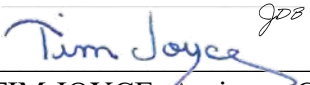
RESOLVED AND PASSED this ____ day of _____. 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:


TIM JOYCE, Assistant City Attorney



CITY OF AURORA

Council Agenda Item Continuation Page

Item Title: RESOLUTION BY THE CITY COUNCIL OF AURORA, COLORADO, TO RECONSTITUTE THE CITY OF AURORA'S EFFORTS AROUND GANG REDUCTION AND INTERVENTION AND YOUTH VIOLENCE PREVENTION

Item Initiator: Roberto Venegas, Deputy City Manager, Kadee Rodriguez, City Clerk

Staff Source: Roberto Venegas, Deputy City Manager

Legal Source: Peter Schulte, Public Safety Client Group Manager

Outside Speaker: N/A

Date of Change: 2/7/2022

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 2/28/2022

ITEM SUMMARY *(Brief description of changes or updates with documents included.)*

A motion was made by Council at the Study Session to change the word in Section 3 of the resolution from "present" to "presenting".

RESOLUTION NO. R2022-_____

A RESOLUTION BY THE CITY COUNCIL OF AURORA, COLORADO, TO
RECONSTITUTE THE CITY OF AURORA'S EFFORTS AROUND GANG
REDUCTION AND INTERVENTION AND YOUTH VIOLENCE PREVENTION

WHEREAS, the City of Aurora recognizes that youth violence is a public health crisis that continues to inflict a devastating toll on Aurora's communities, as youth across the City of Aurora are committing acts of violence against one another and throughout their communities; and

WHEREAS, in an effort to end violence among youth, the City of Aurora launched the Aurora Gang Reduction Impact Program ("AGRIP") in 2011 with the objective of developing a continuum of services that provided a coordinated, multi-disciplinary response to help youth from becoming involved with gangs, provide intervention services to gang-involved youth, and reduce gang-related crime and violence; and

WHEREAS, despite AGRIP being successful, the program's funding was expended resulting in cancellation of the program in 2018; and

WHEREAS, in continuing its effort to end violence among youth as well as lifting youth out of the conditions resulting in youth violence, City Council approved the funding of the Aurora Youth Violence Prevention Program ("YVPP") in 2020 with the strategy to reduce youth violence, including: 1) Intervention and re-entry services for high-risk youth, families and communities adversely impacted by violent crimes, 2) Primary prevention efforts focusing on populations of high-crime, high-risk communities, and 3) Secondary intervention activities and services targeting at-risk youth and families; and

WHEREAS, in order to improve the focus on the core goal of reducing youth violence in Aurora, City Council proposes to redirect the funding for the Aurora Youth Violence Prevention Program to reinstitute AGRIP with 80 percent of funding dedicated to intervention efforts and 20 percent of funding dedicated to prevention efforts; and

WHEREAS, the City of Aurora is committed to ending violence among the youth by merging the many efforts and resources currently available across the City to tackle youth violence more strategically and to increase educational and employment opportunities for our youth through city-supported, community-led, and youth-informed programming to create an environment of peace where youth violence is not accepted as a way of life.

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

Section 1. The City Council directs the City Manager to reestablish the Aurora Gang Reduction Impact Program (AGRIP) focusing the City of Aurora's efforts around gang reduction and intervention and youth violence prevention by focusing on the five strategies defined by the Office of Juvenile Justice and Delinquency Prevention ("OJJDP") Comprehensive Gang Model: 1) Community Mobilization, 2) Opportunities Provision, 3) Social Intervention, 4) Suppression, and 5) Organizational Change & Development.

Section 2. To support this collaborative approach to reduce gang and youth violence in the city, the City Council approves of the AGRIP funding be allocated as follows: 80 percent (80%) of funding be dedicated directly to intervention efforts and 20 percent (20%) of funding be dedicated directly to prevention efforts.

Section 3. The City Council further directs the City Manager to develop a strategic plan to implement these strategies within the next 180 days and presenting the plan at a Study Session in June. The City Manager shall provide progress reports and gap analysis to the Public Safety, Courts, and Civil Service Committee each month after the approval of the strategic plan.

Section 4. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this ____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:



PETER SCHULTE, Public Safety Client Group Manager



CITY OF AURORA

Council Agenda Commentary

Item Title: First Amendment to the Amended and Restated IGA Between the City of Aurora and RTD for the Initial Parking Management Plan for the Iliff Station Parking Garage

Item Initiator: Bauman, Scott

Staff Source/Legal Source: Bauman, Scott, Parking Manager / Gardner, Michelle, Sr. 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: 2/28/2022

ITEM DETAILS:

Consideration to APPROVE A RESOLUTION for the First Amendment to the Amended and Restated Intergovernmental Agreement (IGA) Between the City of Aurora and the Regional Transportation District (RTD) for the Initial Parking Management Plan for the Iliff Station Parking Garage

*Staff requests a waiver of reconsideration due to need to extend current IGA that terminates February, 2022.

Sponsor: N/A

Outside Speaker: N/A

Estimated Presentation/Discussion time: 5 minutes

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

- | | |
|---------------------------------------------------------------------------------|----------------------------------------------------------------------|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input checked="" type="checkbox"/> Approve Item with Waiver of Reconsideration | |
| Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Transportation, Airports & Public Works

Policy Committee Date: 11/13/2019

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

- | | |
|-----------------------------------------------------------|---------------------------------------------------------|
| <input checked="" type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input type="checkbox"/> 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.)*

In February 2017, effective upon the commencement of service of RTD's light rail R-line, the Regional Transportation District (RTD) and the City of Aurora entered into an Intergovernmental Agreement (IGA) for the "Initial Parking Management Plan for the Iliff Parking Garage." The IGA allows the city to manage and charge daily/monthly fees for commuter parking at the Iliff Station Garage under RTD's supervision and oversight. The pilot program agreement requires the city to monitor, maintain, operate, and report vehicle utilization of the facility as well as to set and manage garage dynamic pricing with a goal to obtain (and maintain) 75% average vehicle occupancy.

The original Agreement term was for three (3) years and expired on February 23, 2020. An Amended and Restated IGA was agreed to by both parties that allowed for a time extension and continuation of the operational management plan to February 23, 2022. Council approved the Revised and Restated IGA on February 24, 2020.

Due to COVID conditions resulting in a significant reduction of RTD light rail ridership and commuter parking in the Iliff Garage the last several years, the data and information associated to the "dynamic pricing component" of the garage management plan was not obtained as RTD had envisioned. As such, RTD and the city mutually agreed to maintain the existing parking management plan "as is" and extend the expiration terms of the current Amended and Restated IGA for an additional twenty-four (24) months, to February 23, 2024.

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

The proposed First Amendment to the Amended and Restated IGA between the City of Aurora and RTD will extend the current term of the Initial Parking Management Plan for an additional twenty-four (24) months, which will allow the city to continue managing, operating, and charging daily/monthly fees to park at the Iliff Station Parking Garage. The new proposed First Amendment to the Amended & Restated IGA termination date would be February 23, 2024.

The proposed new First Amendment to the IGA only provides for an additional twenty-four (24) months to the term of the Agreement. All other parking management plan language remains and is unchanged.

Without the proposed First Amendment to the Amended & Restated IGA, the initial parking management plan will automatically terminate on February 23, 2022. Furthermore, this scheduled IGA termination would prompt the next governing IGA document, the "Iliff Station Parking Structure Intergovernmental Agreement" (dated November 17, 2015), to dictate the management and oversight of the Iliff Station Garage. This older IGA contains specific language that is restrictive to the operation of the garage and specifically does not allow for charging of RTD parking without prior RTD Board approval.

RTD has agreed to the extension terms of the First Amendment to the IGA and has approved and signed the Intergovernmental Agreement.

A Waiver of Consideration is requested due to the automatic termination of the current Amended & Restated IGA expiring on February 23, 2022, and to avoid a gap of IGA coverage,.

QUESTIONS FOR COUNCIL

Does Council wish to approve the First Amendment to the Amended and Restated IGA with RTD for the Parking Management Plan for the Iliff Station Parking Garage with a Waiver of Reconsideration?

LEGAL COMMENTS

Governments may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units only if such cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve. (Colo. Rev. Stat. §29-1-203(1)). City Council may, by resolution, enter into Intergovernmental Agreements with other governmental units or special districts for the joint use of buildings, equipment or facilities, and for furnishing or receiving commodities or services. (City Charter §10-12) (M. Gardner)

*Motion to approve shall include a waiver of reconsideration.

PUBLIC FINANCIAL IMPACT

☒ YES ☐ NO

If yes, explain: If the proposed IGA extension is not approved by RTD or by Aurora City Council, the city would lose the ability to charge any and all parking fees at the Iliff Station Parking Garage until such time a new parking management plan agreement is established and approved by both parties. The current 2022 potential revenue loss is estimated to be approximately \$2,500 per month if the city lost the ability to charge for parking.

ORG 49988 – Iliff Garage

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain: N/A

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF AURORA AND THE REGIONAL TRANSPORTATION
DISTRICT FOR THE INITIAL PARKING MANAGEMENT PLAN
FOR THE
ILIFF PARKING GARAGE**

This INTERGOVERNMENTAL AGREEMENT ("IGA" or "Agreement") is made and entered into as of the Effective Date between the **CITY OF AURORA, COLORADO**, a home rule municipal corporation of the State of Colorado organized pursuant to Article XX of the Colorado Constitution (the "City"), and the **REGIONAL TRANSPORTATION DISTRICT ("RTD")**, a political subdivision of the State of Colorado organized pursuant to the Regional Transportation District Act, C.R.S. § 32-9-101, *et seq.* The City and RTD may hereinafter be referred to individually as a "Party" and collectively as the "Parties".

RECITALS AND PURPOSE

A. The Parties entered into an intergovernmental agreement titled "RTD and CITY OF AURORA I-225 Rail Line Parking Structure Intergovernmental Agreement" dated November 17, 2015, (the "Parking Structure IGA") consistent with C.R.S. §32-9-119.9 (*et. Seq.*) for the City to construct a 600 space parking garage on RTD property at RTD's Iliff Light Rail Station to substitute for RTD's planned construction of two surface parking lots at that location, providing 600 spaces for RTD transit purposes.

B. The Parties entered into a lease agreement for the City to lease the land upon which the Iliff Parking Facility was constructed from RTD for an initial term of 50 years (the "Iliff Garage Lease").

C. In accordance with the Colorado Constitution authorizing the Parties to enter into intergovernmental agreements and pursuant to the Parking Structure IGA and the RTD Board Action of August 4, 2016, the City and RTD wish to enter into an agreement in which RTD authorizes the City to operate this transit parking facility and charge patrons for the use of the 600 reserved parking spaces dedicated for RTD transit purposes.

D. The Parties base the terms of this Agreement upon Aurora's initial analysis of the projected revenues and expenses. This purpose of this Agreement is to serve as a pilot program and shall be in force and effect for a period of three years allowing for the Parties to collect and assess reliable revenue projections to determine future parking management plan options.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. GENERAL.

1.1 Recitals. The recitals set forth above are incorporated herein by this reference.

1.2 Purpose. The purpose of this Agreement is to set forth the terms and conditions implementing, in part, the implementation and operation of the initial Parking Management Plan for the Iliff Parking Facility as a three year pilot program.

1.3 Scope. This Agreement sets forth the general rights, duties and obligations of the Parties arising out of the parking management plan. The Parties agree that each will fully cooperate and coordinate with each other in all activities contemplated in or related to this Agreement. All federal, state and local laws, statutes, ordinances, rules, regulations, guidelines and directives that are referenced in this Agreement, together with all exhibits, attachments and addenda to this Agreement, are hereby incorporated as though fully set forth in this Agreement.

1.4 Prior Agreements. The Parties previously entered into the following agreements that affect the Iliff Parking Facility (collectively, the "Prior Agreements"):

- a. RTD and CITY OF AURORA INTERGOVERNMENTAL AGREEMENT for the I-225 LIGHT RAIL PROJECT dated as of August 21, 2013 ("Aurora I-225 IGA").
- b. RTD and CITY OF AURORA I-225 Rail Line Parking Structure Intergovernmental Agreement dated as of November 17, 2015 ("Iliff Parking Structure IGA").
- c. RTD and City of Aurora Iliff Garage Lease ("Iliff Garage Lease").
- d. The Prior Agreements remain in effect until terminated and are not voided by this Agreement. To the extent there are any conflicts or inconsistencies between this Agreement and any of the above-named agreements, such conflicts or inconsistencies will be resolved in the following order of priority: (1) this Agreement, (2) the Iliff Garage IGA; (3) the Lease; and (4) Aurora I-225 IGA.

1.5 Effective Date. This Agreement will be effective on commencement of revenue service of RTD's R Line for a period of three (3) years therefrom.

1.6 Definitions. Unless otherwise defined in this Agreement, the capitalized terms used herein will have the meanings ascribed to them in the Iliff Garage IGA.

- a. *Iliff Parking Facility or Facility*, shall mean the parking garage constructed and owned by the City at the Iliff Light Rail Station.
- b. *Parking Management Plan* shall mean the plan as set forth in this Agreement to monitor and manage the parking of those utilizing RTD Parking.
- c. *Parking Revenues* shall mean all charges collected for use of the Iliff Parking Facility by the City or its contractor(s), including but not limited to

daily and monthly parking charges, citation fines and special event charges and regardless of the manner in which these charges are assessed or collected.

1.7 **Exhibits.** The following exhibits are attached hereto and incorporated herein by this reference:

Exhibit A City of Aurora Iliff Site Use Agreement for Special Events

Exhibit B City of Aurora – Map of Adjacent Parking

2. PARKING MANAGEMENT PLAN.

2.1 **City Management of RTD Parking.** The City shall perform, or cause to be performed, at its sole cost and expense the parking management of the RTD Parking in accordance with the requirements set forth herein, to be implemented as of the Effective Date:

- a. The City shall contract with a parking management services company to provide for parking management of the Iliff Parking Facility as well as be responsible for all costs associated therewith; provided that the City shall obtain written approval of the contract from RTD's Manager of Parking Management prior to allowing the contractor to manage any or all of RTD Parking.
- b. The City shall ensure that RTD Parking is be reserved for the exclusive use of RTD transit patrons and install adequate signage for RTD Parking to ensure parking is reserved for RTD transit purposes, except as set forth in Section 2.5 herein.
- c. The City shall enforce the Parking Management Plan.
- d. The City shall perform or cause to be performed the installation or implementation of any necessary technology, which includes at a minimum:
 - i. on site pay stations that accept all forms of payment,
 - ii. pay by phone technology,
 - iii. on-line payment platform for customers, and
 - iv. gateless, pay by plate system that is substantially similar to RTD managed parking facilities.

- e. The City shall perform or cause to be performed the monitoring of the length of stay by patrons of the Iliff Parking Facility and cause that information to be shared with RTD on a monthly basis.
- f. The City shall provide enforcement of prohibited activities in the Iliff Parking Facility, including the non-payment of parking fees. Enforcement of parking violations shall be through Aurora Parking Enforcement and citations to offenders shall be issued by the City of Aurora.
- g. The City shall provide patrons of the Iliff Parking Facility with industry standard customer care for inquiries, dissemination of public information, conduct of necessary business and resolution of disputes. The City shall provide RTD with contact information to refer customer issues related to the Iliff Parking Facility that is received by RTD rather than the City and all such issues shall be handled and resolved by the City. RTD shall not be responsible for processing or responding to any parking complaints, concerns or issues related to the Iliff Parking Facility.
- h. The City shall provide a dispute process for the dispute of parking citations issued in the Iliff Parking Facility that is transparent and accessible to the public through the Aurora Parking Bureau as part of the Aurora Municipal Court.
- i. RTD shall install a link provided by the City on its www.RTD-Denver.com website for directing patrons to the Park Aurora.com site for information on Iliff Garage parking. The City is responsible for proving RTD with the correct link and maintaining the information provided at that link.

2.2

Daily Parking Rates.

- a. The City shall be allowed to charge, collect, and deposit revenues received from use of RTD Parking as follows:
 - i. The City shall implement a daily parking fee of \$3.00 per vehicle for each 24-hour period or portion thereof to be calculated as of the time of entry to the Iliff Parking Facility ("Daily Parking Fee") as of the Effective Date; however, such Daily Parking Fee may be reduced to achieve 75% occupancy if necessary following the Stabilization Period (as defined and detailed in Section 2.4 herein) or may be increased by the City, but shall never exceed \$5.00 per 24 hour period. Except as set forth in Section 2.4(c), all rate changes require sixty (60) day advance notice to RTD's Manager of Parking Management before they may become effective; and

- ii. No vehicle shall be permitted to park in the Iliff Parking Facility for more than thirty (30) consecutive 24-hour periods (30 day parking limitation).

2.3 Monthly Reserved Transit Parking Contracts:

- a. The number of monthly commuter parking permits issued shall not exceed 50% of the capacity of the parking structure (no more than 300 monthly commuter permits are to be issued at any time).
- b. Reserved spaces shall be held for patrons with valid monthly commuter parking permits for parking on weekdays starting at 5:00 a.m.
- c. Reserved spaces not filled by 10:00 a.m. by monthly permit holders shall be released to the public to be charged Daily Parking Fees in an effort to maximize utilization of the Facility.
- d. No overnight parking shall be allowed in spaces reserved for monthly commuter parking and the City shall (i) ensure that monthly commuter parking permits do not allow overnight parking and (ii) shall be responsible for the enforcement of overnight parking restrictions for monthly permit holders.
- e. The rate charged by the City for monthly commuter parking permits as of the Effective Date shall be \$50.00 per month; however, such charge may be reduced to achieve 75% Average Occupancy if necessary following the Stabilization Period (as set forth in Section 2.4 below) or may be increased by the City but shall never exceed \$85.00 per month. Except as set forth in Section 2.4(c), all rate changes require sixty (60) day advance notice to RTD's Manager of Parking Management before they may become effective.

2.4 Stabilization Pricing. In an effort to attempt to optimize usage of the Iliff Parking Facility, the City agrees to attempt to achieve a utilization rate of at least 75% Average Vehicle Occupancy of the spaces in the Facility. *Average Vehicle Occupancy* is defined as the vehicle occupancy level of parking spaces in the Facility for a one month period for Monday through Friday, with Federal holidays excluded.

- a. The City shall collect Average Vehicle Occupancy data for vehicles in the Iliff Parking Facility during the midday timeframe to reflect Facility utilization and shall provide such data to RTD on a monthly basis commencing the month after the Effective Date.
- b. The Parties agree that for the initial period of no more than eighteen (18) months (the "Stabilization Period"), the City would not be required to

reduce parking rates in order to reach 75% Average Vehicle Occupancy; however the City may elect to reduce parking rates during the Stabilization period if it deems appropriate.

- c. Subsequent to the Stabilization Period, in the event the City does not reach 75% Average Vehicle Occupancy for any month, the City shall reduce the Daily Parking Fee below \$3.00 and shall not charge the Daily Parking Fee for the first 24 hour period; however, such reductions may be implemented on an incremental basis as determined by the City in collaboration with RTD. For purposes of clarification, in the event the City reduces the Daily Parking Fee for the first 24 hour period, the City may not lower the Daily Parking Fee for any subsequent, contiguous 24 hour period below \$2.00 per day.
- d. Such post-Stabilization Period price reductions shall not require advance notice to RTD to implement, rather such pricing shall be automatic and take effect in the month subsequent to a monthly period of below 75% Average Vehicle Occupancy.
- e. Once 75% Average Vehicle Occupancy is achieved, if the City opts to increase the Daily Parking Fee or charge for monthly commuter parking permits, the City shall provide notice of such increase to RTD's Manager of Parking Management at least sixty (60) days prior to the effective date of such increase.

2.5 Non-Transit Use of Transit Parking. Unless otherwise agreed by RTD in written form, all 600 RTD Parking spaces shall be reserved for transit patron use at all times. On a case by cases basis, RTD agrees that the City of Aurora may plan to make use of unused transit parking spaces on evenings, weekends or holidays to the extent that RTD does not anticipate RTD patron use of the Iliff Parking Facility to access transit service during the proposed recurring periods or due to scheduled events and attractions at other transfer-served locations. For any such proposed non-transit use, the City shall request a City Special Event Permit at least 60 days in advance of the proposed use or event, which permit shall be subject to written approval by RTD. Such approval shall not be unreasonably withheld and RTD approval shall be provided to the City of Aurora within seven (7) working days after receipt by RTD of all necessary paperwork from the City of Aurora. As part of this pilot program review period, permit fees shall be waived during the term of this Agreement; however, the Parties shall evaluate permit fees in light of the then-current permit fees charged by RTD at the time the Parties enter into negotiations for a replacement parking management plan for the Facility. As good and valuable consideration for the incidental loss of use of RTD Parking during non-transit use events, RTD acknowledges that the City's investment in the Iliff Parking Facility will potentially reduce parking demand at other RTD parking facilities during the initial period of operation of the Facility that the potential for such reduction is a benefit to RTD.

2.6 Cooperation. The City intends to manage the parking at the Iliff Parking Facility based on available data and technology and to serve the policy directives of both the City and RTD. The Parties agree to work collaboratively and cooperatively to implement and monitor the Parking Management Plan pursuant to this Agreement.

2.7 Reporting of Revenue and Expenses. The City shall be responsible for the collection of parking fees and charges from the Iliff Parking Facility and shall provide RTD with a quarterly report detailing all Parking Revenues (i) assessed, (ii) charged and (iii) collected for that period and the supporting documentation therefor, as well as Facility operational expenses ("Parking Fee Report"). The Parking Fee Report shall include, without limitation for each quarter:

- a. Computation and supporting details of all Parking Revenues collected by the City during that period for the use of the Iliff Parking Facility. ;
- b. Expense details fully disclosing the purposes for which parking revenues and the annual RTD O&M Costs have been expended, including but not limited to operations, maintenance, management, renewal, replacement and capital reserve allocations;
- c. Facility usage details including details of Daily Parking Fee collections, monthly reserved parking permits issued, average use per weekday information; and
- d. Citation information including number of citations issued and the reasons for issuance (non-payment, prohibited parking such as overnight on monthly permit, on street violations for the streets highlighted on Exhibit B indicating the street, etc.; amounts of citation fees collected and any instances of towing, booting or other enforcement information.
- e. The initial due date for the Parking Fee Report shall be due to RTD within 30 days subsequent to the first full quarter of operations. The first full quarter is defined as three consecutive full months of operation. Subsequent Parking Fee Reports shall be due to RTD no later than 30 days after each subsequent quarter.
- f. The City shall maintain and timely provide RTD with additional documentation to support the Parking Fee Reports as requested, including but not limited to:
 - i. Usage and inventory data for periods requested by RTD;
 - ii. Data for methods of payment (number of accounts City of Aurora parking accounts related to Iliff Parking Garage, method of transaction, etc.) and the breakdown of revenue for each method;
 - iii. Additional usage or financial information relevant to usage or calculations, as reasonably requested.

- g. RTD reserves the right to perform reasonable on-site usage and inventory audits including mobile camera counts, inventory of license plate numbers of patrons, vehicle counts and otherwise collect utilization information provided such audits do not materially interfere with Iliff Parking Garage operations.

2.8 Representatives. The Parties designate the following authorized representatives for purposes of coordinating, directing and administering the Parties' activities under this Agreement. All communication, notices and correspondence shall be addressed to the individuals identified below:

For RTD:

RTD Manager of Parking
Management
1560 Broadway, S. 700
Denver, CO 80202

With a copy for legal notices to:

RTD Office of the General
Counsel
1600 Blake Street
Denver, CO 80220

For the City of Aurora:

Parking and Mobility
Manager
15151 East Alameda
Parkway, Suite 3200
Aurora, CO 80012

With a copy for legal notices to:

City of Aurora City
Attorney's Office

15151 East Alameda
Parkway Suite 5300 Aurora,
CO 80012

Director of Public Works

15151 East Alameda
Parkway Suite 3200 Aurora,
CO 80012

Either Party may designate a different authorized representative pursuant to this Section after first notifying the other Party in writing.

3. **APPROPRIATION.** Any and all obligations of either Party under and pursuant to this Agreement that require funding are subject to prior annual appropriations of funds expressly made by the governing body of that Party for the purposes of this Agreement. Nothing herein will be construed by either Party as a multiple fiscal year obligation as described by Article X, Section 20 of the Colorado Constitution.

4. **LIABILITY.** As between the Parties, and without either the City or RTD waiving any of the rights and protections provided under the Colorado Governmental Immunity Act ("CGIA"), C.R.S. §§ 24-10-101 to 120, each Party will be responsible for its own negligence and that of its agents and employees in the performance of this Agreement. If either Party is given notice of a claim or suit against or involving the other arising from the implementation of this Agreement, it agrees to give the other Party prompt written notice of such claim or suit. Both Parties reserve the right to seek reimbursement for damages from any third party responsible for any damage.

5. **CONTRACTORS.**

5.1 **Assignment and Subcontracting.** A contractor or contractors may perform any or all of either Party's obligations under this Agreement. Subject to the foregoing, the Parties agree that they will not otherwise assign or transfer any of their rights or obligations under this Agreement without first obtaining the prior written consent of the other Party. If this Agreement is lawfully assigned, all of the covenants and agreements contained herein will bind upon and inure to the benefit of the successors and assigns of the respective Parties.

5.2 **Insurance for Contractors.** The City shall require any contractor performing work under this Agreement to maintain sufficient Workers' Compensation insurance to fully insure its employees and their responsibilities under state law and to maintain commercial general liability and business auto liability insurance coverage in a minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate.

6. **EXAMINATION OF RECORDS.** Any duly authorized representative of the City or RTD shall, have access to and the right to examine any documents or records, electronic or otherwise, involving transactions related to this Agreement.

7. **TAXES AND CHARGES.** RTD will not be liable for the payment of taxes, late charges or penalties of any nature to the City for the City's activities under this Agreement.

8. **DISPUTES OF PARKING CITATIONS.** Disputes of parking citations shall be remedied according to Aurora City Code, Colorado Revised Statutes and applicable Colorado Rules, subject to the additional provisions set forth in Section 2.1 herein.

9. **DISPUTE RESOLUTION.** All disputes concerning the Parking Management Plan will be initially resolved, in good faith, between the authorized representative listed in Section 2.8. If the authorized representative are unable to resolve the dispute, they will document the basis for the dispute, either independently or collectively, and forward such information to their senior management in accordance with the following escalation priorities: (i) RTD's Assistant General Manager and the Deputy City Manager; and (ii) RTD's General Manager and the City Manager.

Prior to the filing of any legal action, the Parties will attempt to resolve the dispute through non-binding mediation before an objective third party to be selected by mutual agreement of the Parties, each party to pay its own costs and fees provided that the Parties will split the mediator's fees.

10. MISCELLANEOUS.

10.1 Merger. Except as stated in Section 1.4, this Agreement represents the entire agreement between the Parties with respect to the Parking Management Plan and all negotiations with respect to the subject matter of this Agreement will be deemed merged herein. No representations, warranties, promises or agreements, express or implied, will exist between the Parties with respect to this Agreement, except as stated herein.

10.2 Amendment. No amendment to this Agreement will be made or deemed to have been made unless agreed to in writing by both Parties.

10.3 Governing Law. This Agreement will be interpreted and enforced according to the Laws of the State of Colorado, the ordinances of the City, the applicable provisions of federal Law, and the applicable rules and regulations promulgated under any of them. Venue for any action hereunder will be in Denver District Court.

10.4 Term and Termination. This Agreement will commence on the Effective Date as stated in Section 1.5 and will remain in effect until terminated (a) in writing by both Parties, (b) by court order, or (c) automatically three years after the Effective Date. The Parties agree that at least six (6) months prior to the automatic termination of this Agreement that, if requested by the City, the Parties shall commence good faith negotiations to negotiate a replacement agreement to this Parking Management Plan. Any draft replacement parking management plan shall be submitted to the RTD Board of Directors for consideration as required by the terms of the Parking Structure IGA and the Iliff Garage Lease and shall be subject to the approval of the RTD Board of Directors in its sole discretion.

10.5 Survival of Agreement Terms. All provisions of this Agreement that provide rights or create responsibilities for the Parties after termination shall survive termination of this Agreement, including those of Section 6.

10.6 Authority. The Parties represent that each has taken all actions that are necessary or that are required by its procedures, bylaws, or applicable Law to legally authorize the undersigned signatories to execute this Agreement on behalf of the Parties.

10.7 Severability. To the extent that this Agreement may be executed and performance of the obligations of the Parties may be accomplished within the intent of the Agreement, the terms of the Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure will not affect the validity of any other terms or provision hereof.

10.8 Waiver. The waiver of any breach of a term hereof will not be construed as a waiver of any other term, or the same term upon a subsequent breach.

10.9 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, will be strictly reserved to the Parties hereto, and nothing contained in this Agreement will give or allow any such claim or right of action by any other or third person under this IGA. It is the express intention of the Parties to this Agreement that any person or entity other than the Parties receiving services or benefits under this Agreement be deemed an incidental beneficiary only.

10.10 Conflict of Interest. The Parties agree that no official, officer or employee of RTD or the City will have any personal or beneficial interest whatsoever in this Agreement or the work performed pursuant to this Agreement in conflict with that Party's ethical standards.

10.11 Changes in Law. This Agreement is subject to such modifications as may be required by changes in city, state or federal law, or their implementing regulations other than changes in City law enacted following execution of this Agreement. Any such required modification will automatically be incorporated into and be part of this Agreement on the effective date of such change as if fully set forth herein.

10.12 Independent Contractors. The Parties hereto are independent contractors and not partners or joint venturers of one another. Nothing herein shall be deemed to be a guarantee of the performance of the other Party nor constitute that either Party is an agent or representative of the other.

10.13 Waiver of Liability. The boards, and their agents and employees, shall not be individually liable in any way whatsoever to any person for errors in judgment, mistakes, or other acts, either of commission or omission acting in their respective capacities.

10.14 Paragraph Headings. The captions and headings set forth in this Agreement are for convenience of reference only and will not be construed so as to define or limit its terms and provisions.

10.15 Counterparts. This Agreement may be executed in counterparts. Signatures on separate originals will constitute and be of the same effect as signatures on the same original. Electronic and faxed signatures will constitute original signatures.

10.16 Notice. Any notice required to be given by the terms and provisions of this Agreement or by any law or governmental regulation, by the Parties, shall be in writing (unless otherwise required by such law or regulation) and: (a) shall be deemed to have been served and given upon personal delivery; or (b) shall be deemed to have been served and given upon receipt if sent by electronic mail transmission; or (c) shall be deemed to have been served and given two (2) business days after deposited by either registered or

certified mail in a United States mail chute or general or branch United States post office with postage fully prepaid thereon with return receipt requested; or (d) shall be deemed to have been served and given on (1) business day after being sent by overnight delivery from a location in the United States with a nationally recognized overnight courier service providing for written receipt.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their respective lawfully empowered representatives, this IGA as of the Effective Date.

ATTEST:

CITY OF AURORA

By: 

JANICE NAPPER, City Clerk

By: 

STEPHEN D. HOGAN
Mayor, City of Aurora

APPROVED AS TO LEGAL FORM FOR
AURORA:

By: 

MICHELLE GARDNER,
Assistant City Attorney

DATE: _____

**REGIONAL TRANSPORTATION
DISTRICT**

By: 

David A. Genova
General Manager & CEO

APPROVED AS TO LEGAL FORM FOR
RTD:

By: 

DANA E. STEELE,
Assistant General Counsel

DATE: 12.15.16

EXHIBIT A: Iliff Site Use Agreement For Special Events

This agreement is made this XX day of XX, 201X, by and between the City of Aurora, Colorado hereinafter referred to as the **CITY** and hereinafter referred to as the **LICENSEE**. The **CITY** and the **LICENSEE**, for the consideration hereinafter set forth, agree as follows:

Section 1. Term.

This agreement shall commence when both parties have signed and fully executed the agreement and terminate on .

Section 2. Site Use.

Site is defined as the Iliff Station Parking Garage at 14000 East Wesley Avenue located in the City of Aurora, Colorado. Site Use is defined as an intended use of a specific location temporarily provided to the **LICENSEE** by the **CITY** as described in the Specification of Site Use. (Attachment 1)

The **CITY** agrees to provide:

-  A. A limited and revocable license to the **LICENSEE** to use the following Site as described in the Specifications of Site Use.

The **LICENSEE** has provided and the **CITY** has approved the following items at a minimum:

- A. Site Map
- B. Event timeline – including set-up and tear-down
- C. Walking/Running route if applicable
- D. Vendor list if applicable
- E. Insurance as described in Section 6
- F. Any additional supporting documents



This Agreement does not guarantee to the **LICENSEE** any additional Site except as authorized above, or create an exclusive contract for the use of the Site, except as specified in Attachment 1.

The Site requested by the **LICENSEE** under this Agreement shall not be assigned, sublet or transferred without the written consent of the **CITY** in advance of the Site Use date requested.

The Site shall be provided by the **CITY** as-is and the **CITY** shall make no warranty regarding the suitability of the Site for the **LICENSEE'S** intended use.

After completion of the event, the **LICENSEE** shall leave the Site in the same or similar condition as received from the **CITY**.

The **LICENSEE** and any and all of its personnel, contractors, subcontractors, volunteers and employees utilized under the terms of this Agreement shall remain the agents, contractors, subcontractors, volunteers and employees of the **LICENSEE** and are not, nor shall be construed to be, agents or employees of the **CITY**.

The **LICENSEE** shall be responsible for any damage caused by the **LICENSEE'S** use of the Site beyond ordinary wear and tear. The **LICENSEE** shall arrange for the repair of any such damage to the satisfaction of the **CITY** within ten (10) days. In the event the **LICENSEE** does not make any necessary repairs, the **CITY** shall arrange for the same at the **LICENSEE'S** expense.

The **LICENSEE** will be responsible for clearing all trash generated at the event and depositing it in the appropriate waste receptacles.

The **LICENSEE** will adhere to all Rules and Regulations for Parks, Recreation & Open Space.

The **CITY** shall have the right to enter the Site at any time for any reasonable purpose, including an emergency that may threaten damage to City property, or injury to any person in or near the Site.

Section 3. Fees.



After the event the CITY will be paid \$0.00 for the use of the Site Use as noted below. The CITY will invoice the LICENSEE by , 2016.

Site/Facility Fee: \$0.00

Admin. Staff Fee: \$0.00

Ranger/Security Fee: \$0.00

Other Fees: \$0.00

Damage Deposit: \$0.00

Section 4. Termination of the Agreement.

A. TERMINATION BY THE LICENSEE

The LICENSEE may terminate this Agreement without cause upon forty-five (45) days written notice or upon such other notice as may be reasonable under the circumstances, to the CITY.

B. TERMINATION FOR CONVENIENCE OF CITY

The CITY may terminate this Agreement at any time by giving written notice to the LICENSEE of such termination and specifying the effective date thereof, at least fifteen (15) working days before the effective date of such termination.

Section 5. Charter, Laws and Ordinances.

The LICENSEE, at all times, agrees to observe all Federal, State and Local laws, all Ordinances and Charter provisions of the CITY, and all rules and regulations issued pursuant thereto, which in any manner affect or govern the services to be performed under this Agreement.



Section 6. Insurance.

Prior to the date of the event, **LICENSEE** shall provide the following insurance:

1. **LICENSEE** will maintain a Commercial General Liability Insurance policy covering all operations by or on behalf of the **LICENSEE** against claims for personal injury, including bodily injury and death, and property damage, including loss of use thereof in an amount not less than \$1,000,000 per occurrence/\$2,000,000 General Aggregate. Coverage will include Products/Completed Operations and Contractual Liability.

2. **Worker Compensation and Employers Liability Insurance.** If the **LICENSEE** has any employees, it 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 licensee shall maintain Employers Liability Insurance with minimum limits of: \$100,000 bodily injury for each accident, \$100,000 bodily injury by disease each employee and \$100,000 bodily injury disease aggregate.

3. **Additional Insured:** The **CITY**, its agents, affiliates and employees shall be named as Additional Insureds by endorsement on the Commercial General Liability policy. **RTD** ("Regional Transportation District of Denver, Colorado"), its agents, affiliates and employees shall be named as Additional Insureds by endorsement on the Commercial General Liability policy.

4. In the event that **LICENSEE** chooses to serve/sell liquor, the additional insurance requirements apply:

a. **Liquor Legal Liability insurance:** the **LICENSEE** will provide a liquor legal liability policy (or an equivalent endorsement to its existing commercial general liability policy) which provides coverage from any and all claims associated with the sale and consumption on premise of liquor (sometimes also known as "dram shop" liability), including but not limited to: claims, demands or actions for personal and bodily injury or death, damage to both the **CITY'S** and third party property and any "special" damages. The policy shall have minimum limits of \$1,000,000 per occurrence, \$2,000,000 general aggregate. The **CITY** reserves the right to require higher limits if it determines that such limits for liquor liability policy are appropriate given the scheduled event and number of participants.

57



5. **LICENSEE'S** insurance policies shall be the primary insurance as to all claims and provide that any insurance carried by the **CITY** is excess and is non-contributing with any insurance of **LICENSEE**.

Section 7. Indemnification.

The **LICENSEE** agrees to indemnify, save, hold harmless, and defend the **CITY** and **RTD**, its elected officials, officers, employees, and agents against any and all claims and causes of actions, damages, liability, and court awards including costs, expenses, and attorney fees to which they may be subjected by reason of any action or omission of the **LICENSEE**, his agents or employees, subcontractors or assignees. The **LICENSEE** furthermore agrees and acknowledges the **CITY** and **RTD** are not responsible for the loss or damage of any item belonging to the **LICENSEE** or individuals involved in the **LICENSEE'S** use of the Site.

Section 8. Non-Discrimination.

The **LICENSEE** shall not discriminate against any person or persons or exclude them from participation in the **LICENSEE'S** programs or activities because of race, color, religion, sex, age, familial status, disability, national origin, or veteran status. The **LICENSEE** shall comply with the Americans with Disabilities Act and attendant regulations.

Section 9. Equal Employment Opportunity.

The **LICENSEE** agrees it will not discriminate against its employees, agents, consumers or anyone because of race, color, religion, sex, age, familial status, national origin, disability, or veteran status.

The **LICENSEE** agrees to comply with such rules, regulations and guidelines as the City of Aurora, Colorado, State of Colorado, or Federal Agencies may issue to implement these requirements.

Section 10. Prohibition Against Employing Illegal Aliens



Pursuant to Section 8-17.5-101 et seq., C.R.S., the **LICENSEE** warrants, represents, acknowledges, and agrees that:

- A. The **LICENSEE** does not knowingly employ or contract with an illegal alien;
- B. The **LICENSEE** shall not enter into a contract with a subcontractor that fails to certify to the **LICENSEE** that the subcontractor shall not knowingly employ or contract with an illegal alien;
- C. The **LICENSEE** has verified or attempted to verify through participation in the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security (the "Basic Pilot Program") that the **LICENSEE** does not employ any illegal aliens. If the **LICENSEE** is not accepted into the Basic Pilot Program prior to entering into this Agreement, the **LICENSEE** shall forthwith apply to participate in the Basic Pilot Program and shall submit to the City written verification of such application within five (5) days of the date of this Agreement. The **LICENSEE** shall continue to apply to participate in the Basic Pilot Program, and shall verify such application to the CITY in writing, every three (3) months until the **LICENSEE** is accepted or this Agreement is completed, whichever occurs first. This subparagraph C shall be null and void if the Basic Pilot Program is discontinued;
- D. The **LICENSEE** shall not use the Basic Pilot Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed;
- E. If the **LICENSEE** obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the **LICENSEE** shall notify such subcontractor and the CITY within three (3) days that the **LICENSEE** has actual knowledge that the subcontractor is employing or contracting with an illegal alien, and shall terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subsection the subcontractor does not cease employing or contracting with the illegal alien, except that the **LICENSEE** shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien;
- F. The **LICENSEE** shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that such Department undertakes or is undertaking pursuant to the authority established in Section 8-17.5-102(5), C.R.S; and



- G. If the **LICENSEE** violates any provision of this Agreement pertaining to the duties imposed by Section 8-17.5-102(5), C.R.S. the **CITY** may terminate this Agreement and the **LICENSEE** shall be liable for actual and consequential damages to the **CITY** arising out of said violation.



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

CITY OF AURORA, COLORADO

Tom Barrett, Director of Parks, Recreation and Open Space

Date

LICENSEE



Name (Type or Print)

Title

Date

23

ATTACHMENT #1

SPECIFICATIONS OF SITE USE

DATE:

TIME:

EVENT NAME:

SHORT DESCRIPTION OF EVENT:

LICENSEE NAME OR ORGANIZATION:

CONTACT PERSON:

TELEPHONE:

CELL PHONE:

EMAIL ADDRESS:

MAILING ADDRESS:

SITE NAME:

SITE LOCATION:

SITE ADDRESS:

DETAILED USE DESCRIPTION:

SUPPORTING DOCUMENTS ATTACHED AS NEEDED.



City of Aurora
Parks, Recreation & Open Space (PROS)
The Quality of Life Department

Open Space and Natural Resources Division

Site Use Agreement For Special Events

Effective Date: 01/01/2017

EXHIBIT B

**AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF AURORA AND THE REGIONAL TRANSPORTATION
DISTRICT FOR THE INITIAL PARKING MANAGEMENT PLAN
FOR THE ILIFF PARKING GARAGE**

This AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT (“Amended and Restated IGA” or “Agreement”) is made and entered into as of the Effective Date between the **CITY OF AURORA, COLORADO**, a home rule municipal corporation of the State of Colorado organized pursuant to Article XX of the Colorado Constitution (the “**City**”), and the **REGIONAL TRANSPORTATION DISTRICT** (“**RTD**”), a political subdivision of the State of Colorado organized pursuant to the Regional Transportation District Act, C.R.S. § 32-9-101, *et seq.* The City and RTD may hereinafter be referred to individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS AND PURPOSE

A. The Parties entered into an intergovernmental agreement entitled “RTD and CITY OF AURORA I-225 Rail Line Parking Structure Intergovernmental Agreement” dated November 17, 2015, (the “**Parking Structure IGA**”) consistent with C.R.S. §32-9-119.9 (*et. seq.*) for the City to construct a 600 space parking garage on RTD property at RTD’s Iliff Light Rail Station to substitute for RTD’s planned construction of two surface parking lots at that location, providing 600 spaces for RTD transit purposes.

B. The Parties entered into a lease agreement for the City to lease the land upon which the Iliff Parking Facility was constructed from RTD for an initial term of 50 years (the “**Iliff Garage Lease**”).

C. In accordance with the Colorado Constitution authorizing the Parties to enter into intergovernmental agreements, and pursuant to the Parking Structure IGA and the RTD Board Action of August 4, 2016, the City and RTD entered into a Parking Management Plan IGA for the Iliff Parking Garage in December 2016 (“Agreement”), whereby RTD authorized the City to operate the transit parking facility and charge patrons for the use of the 600 reserved parking spaces dedicated for RTD transit purposes.

D. The Parties based the terms of the Agreement upon Aurora’s initial analysis of the projected revenues and expenses. The purpose of the Agreement was to serve as a pilot program for a period of three years allowing for the Parties to collect and assess reliable revenue projections to determine future parking management plan options. The Parties now wish to extend the pilot program and to continue collect and assess parking data for an additional two years for a total of five years for the parking pilot program.

E. Pursuant to Section 1.5 of the Agreement, the term of the Agreement automatically terminates on February 23, 2020. The Parties herein amend Section 1.5 to extend the term of the Agreement by entering into this Amended and Restated IGA for an additional twenty-four (24) months commencing February 23, 2020 and terminating February 23, 2022.

F. Additionally, the Parties herein amend Section 2.4(c) of the Agreement regarding the Stabilization Pricing. Section 2.4(c) is amended to replace “shall” with “may” such that the City “shall reduce the Daily Parking Fee below \$3.00 and *may* not change the Daily Parking Fee for the first 24 hour period.” Replacing “shall” with “may” allows the Parties the flexibility to continue charging a daily fee to park without an immediate restriction and further allows RTD to continue monitoring and analyzing the pilot pricing occupancy program.

G. Except as expressly provided herein, all terms of the Agreement are restated and remain in full force and effect.

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

1. GENERAL.

1.1 Recitals. The recitals set forth above are incorporated herein by this reference.

1.2 Purpose. The purpose of this Agreement is to set forth the terms and conditions implementing, in part, the implementation and operation of the initial Parking Management Plan for the Iliff Parking Facility as a three year pilot program.

1.3 Scope. This Agreement sets forth the general rights, duties and obligations of the Parties arising out of the parking management plan. The Parties agree that each will fully cooperate and coordinate with each other in all activities contemplated in or related to this Agreement. All federal, state and local laws, statutes, ordinances, rules, regulations, guidelines and directives that are referenced in this Agreement, together with all exhibits, attachments and addenda to this Agreement, are hereby incorporated as though fully set forth in this Agreement.

1.4 Prior Agreements. The Parties previously entered into the following agreements that affect the Iliff Parking Facility (collectively, the “Prior Agreements”):

- a. RTD and CITY OF AURORA INTERGOVERNMENTAL AGREEMENT for the I-225 LIGHT RAIL PROJECT dated as of August 21, 2013 (“Aurora I-225 IGA”).
- b. RTD and CITY OF AURORA I-225 Rail Line Parking Structure Intergovernmental Agreement dated as of November 17, 2015 (“Iliff Parking Structure IGA”).
- c. RTD and City of Aurora Iliff Garage Lease (“Iliff Garage Lease”).
- d. RTD and City of Aurora Intergovernmental Agreement for the Initial Parking Management Plan for the Iliff Parking Garage.
- e. The Prior Agreements remain in effect until terminated and are not voided by this Agreement. To the extent there are any conflicts or inconsistencies

between this Agreement and any of the above-named agreements, such conflicts or inconsistencies will be resolved in the following order of priority: (1) this Agreement, (2) the Iliff Garage IGA; (3) the Lease; and (4) Aurora I-225 IGA.

1.5 **Effective Date.** This Agreement became effective February 22, 2017 (“Effective Date”) for a term of five years, terminating February 23, 2022.

1.6 **Definitions.** Unless otherwise defined in this Agreement, the capitalized terms used herein will have the meanings ascribed to them in the Iliff Garage IGA.

- a. ***Iliff Parking Facility*** or ***Facility***, shall mean the parking garage constructed and owned by the City at the Iliff Light Rail Station.
- b. ***Parking Management Plan*** shall mean the plan as set forth in this Agreement to monitor and manage the parking of those utilizing RTD Parking.
- c. ***Parking Revenues*** shall mean all charges collected for use of the Iliff Parking Facility by the City or its contractor(s), including but not limited to daily and monthly parking charges, citation fines and special event charges and regardless of the manner in which these charges are assessed or collected.

1.7 **Exhibits.** The following exhibits are attached hereto and incorporated herein by this reference:

Exhibit A City of Aurora Iliff Site Use Agreement for Special Events

Exhibit B City of Aurora – Map of Adjacent Parking

2. PARKING MANAGEMENT PLAN.

2.1 **City Management of RTD Parking.** The City shall perform, or cause to be performed, at its sole cost and expense the parking management of the RTD Parking in accordance with the requirements set forth herein, to be implemented as of the Effective Date:

- a. The City shall contract with a parking management services company to provide for parking management of the Iliff Parking Facility as well as be responsible for all costs associated therewith; provided that the City shall obtain written approval of the contract from RTD’s Manger of Parking Management prior to allowing the contractor to manage any or all of RTD Parking.
- b. The City shall ensure that RTD Parking is be reserved for the exclusive use of RTD transit patrons and install adequate signage for RTD Parking to ensure parking is reserved for RTD transit purposes, except as set forth in Section 2.5 herein.

- c. The City shall enforce the Parking Management Plan.
- d. The City shall perform or cause to be performed the installation or implementation of any necessary technology, which includes at a minimum:
 - i. on site pay stations that accept all forms of payment,
 - ii. pay by phone technology,
 - iii. on-line payment platform for customers, and
 - iv. gateless, pay by plate system that is substantially similar to RTD managed parking facilities.
- e. The City shall perform or cause to be performed the monitoring of the length of stay by patrons of the Iliff Parking Facility and cause that information to be shared with RTD on a monthly basis.
- f. The City shall provide enforcement of prohibited activities in the Iliff Parking Facility, including the non-payment of parking fees. Enforcement of parking violations shall be through Aurora Parking Enforcement and citations to offenders shall be issued by the City of Aurora.
- g. The City shall provide patrons of the Iliff Parking Facility with industry standard customer care for inquiries, dissemination of public information, conduct of necessary business and resolution of disputes. The City shall provide RTD with contact information to refer customer issues related to the Iliff Parking Facility that is received by RTD rather than the City and all such issues shall be handled and resolved by the City. RTD shall not be responsible for processing or responding to any parking complaints, concerns or issues related to the Iliff Parking Facility.
- h. The City shall provide a dispute process for the dispute of parking citations issued in the Iliff Parking Facility that is transparent and accessible to the public through the Aurora Parking Bureau as part of the Aurora Municipal Court.
- i. RTD shall install a link provided by the City on its www.RTD-Denver.com website for directing patrons to the Park Aurora.com site for information on Iliff Garage parking. The City is responsible for proving RTD with the correct link and maintaining the information provided at that link.

2.2

Daily Parking Rates.

- a. The City shall be allowed to charge, collect, and deposit revenues received from use of RTD Parking as follows:

- i. The City shall implement a daily parking fee of \$3.00 per vehicle for each 24-hour period or portion thereof to be calculated as of the time of entry to the Iliff Parking Facility (“**Daily Parking Fee**”) as of the Effective Date; however, such Daily Parking Fee may be reduced to achieve 75% occupancy if necessary following the Stabilization Period (as defined and detailed in **Section 2.4** herein) or may be increased by the City, but shall never exceed \$5.00 per 24 hour period. Except as set forth in Section 2.4(c), all rate changes require sixty (60) day advance notice to RTD’s Manager of Parking Management before they may become effective; and
- ii. No vehicle shall be permitted to park in the Iliff Parking Facility for more than thirty (30) consecutive 24-hour periods (30 day parking limitation).

2.3 Monthly Reserved Transit Parking Contracts:

- a. The number of monthly commuter parking permits issued shall not exceed 50% of the capacity of the parking structure (no more than 300 monthly commuter permits are to be issued at any time); and
- b. Reserved spaces shall be held for patrons with valid monthly commuter parking permits for parking on weekdays starting at 5:00 a.m.;
- c. Reserved spaces not filled by 10:00 a.m. by monthly permit holders shall be released to the public to be charged Daily Parking Fees in an effort to maximize utilization of the Facility;
- d. No overnight parking shall be allowed in spaces reserved for monthly commuter parking and the City shall (i) ensure that monthly commuter parking permits do not allow overnight parking and (ii) shall be responsible for the enforcement of overnight parking restrictions for monthly permit holders;
- e. The rate charged by the City for monthly commuter parking permits as of the Effective Date shall be \$50.00 per month; however, such charge may be reduced to achieve 75% Average Occupancy if necessary following the Stabilization Period (as set forth in **Section 2.4** below) or may be increased by the City but shall never exceed \$85.00 per month. Except as set forth in Section 2.4(c), all rate changes require sixty (60) day advance notice to RTD’s Manager of Parking Management before they may become effective.

2.4 Stabilization Pricing. In an effort to attempt to optimize usage of the Iliff Parking Facility, the City agrees to attempt to achieve a utilization rate of at least 75% Average Vehicle Occupancy of the spaces in the Facility. ***Average Vehicle Occupancy*** is defined as the vehicle occupancy level of parking spaces in the Facility for a one month period for Monday through Friday, with Federal holidays excluded.

- a. The City shall collect Average Vehicle Occupancy data for vehicles in the Iliff Parking Facility during the midday timeframe to reflect Facility utilization and shall provide such data to RTD on a monthly basis commencing the month after the Effective Date.
- b. The Parties agree that for the initial period of no more than eighteen (18) months (the “**Stabilization Period**”), the City would not be required to reduce parking rates in order to reach 75% Average Vehicle Occupancy; however the City may elect to reduce parking rates during the Stabilization period if it deems appropriate.
- c. Subsequent to the Stabilization Period, in the event the City does not reach 75% Average Vehicle Occupancy for any month, the City shall reduce the Daily Parking Fee below \$3.00 and may, in the City’s discretion, not charge the Daily Parking Fee for the first 24 hour period; however, such reductions may be implemented on an incremental basis as determined by the City in collaboration with RTD. For purposes of clarification, in the event the City reduces the Daily Parking Fee for the first 24 hour period, the City may not lower the Daily Parking Fee for any subsequent, contiguous 24 hour period below \$2.00 per day.
- d. Such post-Stabilization Period price reductions shall not require advance notice to RTD to implement, rather such pricing shall be automatic and take effect in the month subsequent to a monthly period of below 75% Average Vehicle Occupancy.
- e. Once 75% Average Vehicle Occupancy is achieved, if the City opts to increase the Daily Parking Fee or charge for monthly commuter parking permits, the City shall provide notice of such increase to RTD’s Manager of Parking Management at least sixty (60) days prior to the effective date of such increase.

2.5 Non-Transit Use of Transit Parking. Unless otherwise agreed by RTD in written form, all 600 RTD Parking spaces shall be reserved for transit patron use at all times. On a case by cases basis, RTD agrees that the City of Aurora may plan to make use of unused transit parking spaces on evenings, weekends or holidays to the extent that RTD does not anticipate RTD patron use of the Iliff Parking Facility to access transit service during the proposed recurring periods or due to scheduled events and attractions at other transfer-served locations. For any such proposed non-transit use, the City shall request a City Special Event Permit at least 60 days in advance of the proposed use or event, which permit shall be subject to written approval by RTD. Such approval shall not be unreasonably withheld and RTD approval shall be provided to the City of Aurora within seven (7) working days after receipt by RTD of all necessary paperwork from the City of Aurora. As part of this pilot program review period, permit fees shall be waived during the term of this Agreement; however, the Parties shall evaluate permit fees in light of the then-current permit fees charged by RTD at the time the Parties enter into negotiations for a replacement parking management plan for the Facility. As good and valuable

consideration for the incidental loss of use of RTD Parking during non-transit use events, RTD acknowledges that the City's investment in the Iliff Parking Facility will potentially reduce parking demand at other RTD parking facilities during the initial period of operation of the Facility that the potential for such reduction is a benefit to RTD.

2.6 Cooperation. The City intends to manage the parking at the Iliff Parking Facility based on available data and technology and to serve the policy directives of both the City and RTD. The Parties agree to work collaboratively and cooperatively to implement and monitor the Parking Management Plan pursuant to this Agreement.

2.7 Reporting of Revenue and Expenses. The City shall be responsible for the collection of parking fees and charges from the Iliff Parking Facility and shall provide RTD with a quarterly report detailing all Parking Revenues (i) assessed, (ii) charged and (iii) collected for that period and the supporting documentation therefor, as well as Facility operational expenses ("**Parking Fee Report**"). The Parking Fee Report shall include, without limitation for each quarter:

- a. Computation and supporting details of all Parking Revenues collected by the City during that period for the use of the Iliff Parking Facility. ;
- b. Expense details fully disclosing the purposes for which parking revenues and the annual RTD O&M Costs have been expended, including but not limited to operations, maintenance, management, renewal, replacement and capital reserve allocations;
- c. Facility usage details including details of Daily Parking Fee collections, monthly reserved parking permits issued, average use per weekday information; and
- d. Citation information including number of citations issued and the reasons for issuance (non-payment, prohibited parking such as overnight on monthly permit, on street violations for the streets highlighted on **Exhibit B** indicating the street, etc.; amounts of citation fees collected and any instances of towing, booting or other enforcement information.
- e. The initial due date for the Parking Fee Report shall be due to RTD within 30 days subsequent to the first full quarter of operations. The first full quarter is defined as three consecutive full months of operation. Subsequent Parking Fee Reports shall be due to RTD no later than 30 days after each subsequent quarter.
- f. The City shall maintain and timely provide RTD with additional documentation to support the Parking Fee Reports as requested, including but not limited to:
 - i. Usage and inventory data for periods requested by RTD;
 - ii. Data for methods of payment (number of accounts City of Aurora parking accounts related to Iliff Parking Garage,

method of transaction, etc.) and the breakdown of revenue for each method;

iii. Additional usage or financial information relevant to usage or calculations, as reasonably requested.

g. RTD reserves the right to perform reasonable on-site usage and inventory audits including mobile camera counts, inventory of license plate numbers of patrons, vehicle counts and otherwise collect utilization information provided such audits do not materially interfere with Iliff Parking Garage operations.

2.8 Representatives. The Parties designate the following authorized representatives for purposes of coordinating, directing and administering the Parties' activities under this Agreement. All communication, notices and correspondence shall be addressed to the individuals identified below:

For RTD:

RTD Manager of Parking
Management
1560 Broadway, S. 700
Denver, CO 80202

With a copy for legal notices to:

RTD Office of the General
Counsel
1600 Blake Street
Denver, CO 80220

For the City of Aurora:

Parking and Mobility
Manager
15151 East Alameda
Parkway, Suite 3200
Aurora, CO 80012

With a copy for legal notices to:

City of Aurora City
Attorney's Office

15151 East Alameda
Parkway Suite 5300 Aurora,
CO 80012

Director of Public Works

15151 East Alameda
Parkway Suite 3200 Aurora,
CO 80012

Either Party may designate a different authorized representative pursuant to this Section after first notifying the other Party in writing.

3. APPROPRIATION. Any and all obligations of either Party under and pursuant to this Agreement that require funding are subject to prior annual appropriations of funds expressly made by the governing body of that Party for the purposes of this Agreement. Nothing herein will be construed by either Party as a multiple fiscal year obligation as described by Article X, Section 20 of the Colorado Constitution.

4. LIABILITY. As between the Parties, and without either the City or RTD waiving any of the rights and protections provided under the Colorado Governmental Immunity Act (“CGIA”), C.R.S. §§ 24-10-101 to 120, each Party will be responsible for its own negligence and that of its agents and employees in the performance of this Agreement. If either Party is given notice of a claim or suit against or involving the other arising from the implementation of this Agreement, it agrees to give the other Party prompt written notice of such claim or suit. Both Parties reserve the right to seek reimbursement for damages from any third party responsible for any damage.

5. CONTRACTORS.

5.1 Assignment and Subcontracting. A contractor or contractors may perform any or all of either Party’s obligations under this Agreement. Subject to the foregoing, the Parties agree that they will not otherwise assign or transfer any of their rights or obligations under this Agreement without first obtaining the prior written consent of the other Party. If this Agreement is lawfully assigned, all of the covenants and agreements contained herein will bind upon and inure to the benefit of the successors and assigns of the respective Parties.

5.2 Insurance for Contractors. The City shall require any contractor performing work under this Agreement to maintain sufficient Workers’ Compensation insurance to fully insure its employees and their responsibilities under state law and to maintain commercial general liability and business auto liability insurance coverage in a minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate.

6. EXAMINATION OF RECORDS. Any duly authorized representative of the City or RTD shall, have access to and the right to examine any documents or records, electronic or otherwise, involving transactions related to this Agreement.

7. TAXES AND CHARGES. RTD will not be liable for the payment of taxes, late charges or penalties of any nature to the City for the City’s activities under this Agreement.

8. DISPUTES OF PARKING CITATIONS. Disputes of parking citations shall be remedied according to Aurora City Code, Colorado Revised Statutes and applicable Colorado Rules, subject to the additional provisions set forth in Section 2.1 herein.

9. DISPUTE RESOLUTION. All disputes concerning the Parking Management Plan will be initially resolved, in good faith, between the authorized representative listed in Section 2.8. If the authorized representative are unable to resolve the dispute, they will document the basis for the dispute, either independently or collectively, and forward such information to their senior

management in accordance with the following escalation priorities: (i) RTD's Assistant General Manager and the Deputy City Manager; and (ii) RTD's General Manager and the City Manager. Prior to the filing of any legal action, the Parties will attempt to resolve the dispute through non-binding mediation before an objective third party to be selected by mutual agreement of the Parties, each party to pay its own costs and fees provided that the Parties will split the mediator's fees.

10. MISCELLANEOUS.

10.1 Merger. Except as stated in Section 1.4, this Agreement represents the entire agreement between the Parties with respect to the Parking Management Plan and all negotiations with respect to the subject matter of this Agreement will be deemed merged herein. No representations, warranties, promises or agreements, express or implied, will exist between the Parties with respect to this Agreement, except as stated herein.

10.2 Amendment. No amendment to this Agreement will be made or deemed to have been made unless agreed to in writing by both Parties.

10.3 Governing Law. This Agreement will be interpreted and enforced according to the Laws of the State of Colorado, the ordinances of the City, the applicable provisions of federal Law, and the applicable rules and regulations promulgated under any of them. Venue for any action hereunder will be in Denver District Court.

10.4 Term and Termination. This Agreement commenced on the Effective Date as stated in Section 1.5 and will remain in effect until terminated (a) in writing by both Parties, (b) by court order, or (c) automatically on February 23, 2022. The Parties agree that at least six (6) months prior to the automatic termination of this Agreement that, if requested by the City, the Parties shall commence good faith negotiations to negotiate a replacement agreement to this Parking Management Plan. Any draft replacement parking management plan shall be submitted to the RTD Board of Directors for consideration as required by the terms of the Parking Structure IGA and the Iliff Garage Lease and shall be subject to the approval of the RTD Board of Directors in its sole discretion.

10.5 Survival of Agreement Terms. All provisions of this Agreement that provide rights or create responsibilities for the Parties after termination shall survive termination of this Agreement, including those of Section 6.

10.6 Authority. The Parties represent that each has taken all actions that are necessary or that are required by its procedures, bylaws, or applicable Law to legally authorize the undersigned signatories to execute this Agreement on behalf of the Parties.

10.7 Severability. To the extent that this Agreement may be executed and performance of the obligations of the Parties may be accomplished within the intent of the Agreement, the terms of the Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure will not affect the validity of any other terms or provision hereof.

10.8 Waiver. The waiver of any breach of a term hereof will not be construed as a waiver of any other term, or the same term upon a subsequent breach.

10.9 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, will be strictly reserved to the Parties hereto, and nothing contained in this Agreement will give or allow any such claim or right of action by any other or third person under this IGA. It is the express intention of the Parties to this Agreement that any person or entity other than the Parties receiving services or benefits under this Agreement be deemed an incidental beneficiary only.

10.10 Conflict of Interest. The Parties agree that no official, officer or employee of RTD or the City will have any personal or beneficial interest whatsoever in this Agreement or the work performed pursuant to this Agreement in conflict with that Party's ethical standards.

10.11 Changes in Law. This Agreement is subject to such modifications as may be required by changes in city, state or federal law, or their implementing regulations other than changes in City law enacted following execution of this Agreement. Any such required modification will automatically be incorporated into and be part of this Agreement on the effective date of such change as if fully set forth herein.

10.12 Independent Contractors. The Parties hereto are independent contractors and not partners or joint ventures of one another. Nothing herein shall be deemed to be a guarantee of the performance of the other Party nor constitute that either Party is an agent or representative of the other.

10.13 Waiver of Liability. The boards, and their agents and employees, shall not be individually liable in any way whatsoever to any person for errors in judgment, mistakes, or other acts, either of commission or omission acting in their respective capacities.

10.14 Paragraph Headings. The captions and headings set forth in this Agreement are for convenience of reference only and will not be construed so as to define or limit its terms and provisions.

10.15 Counterparts. This Agreement may be executed in counterparts. Signatures on separate originals will constitute and be of the same effect as signatures on the same original. Electronic and faxed signatures will constitute original signatures.

10.16 Notice. Any notice required to be given by the terms and provisions of this Agreement or by any law or governmental regulation, by the Parties, shall be in writing (unless otherwise required by such law or regulation) and: (a) shall be deemed to have been served and given upon personal delivery; or (b) shall be deemed to have been served and given upon receipt if sent by electronic mail transmission; or (c) shall be deemed to have been served and given two (2) business days after deposited by either registered or certified mail in a United States mail chute or general or branch United States post office with postage fully prepaid thereon with return receipt requested; or (d) shall be deemed to have been served and given on (1) business day after being sent by overnight delivery from a

location in the United States with a nationally recognized overnight courier service providing for written receipt.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their respective lawfully empowered representatives, this Amended and Restated IGA as of the Effective Date.

ATTEST:

CITY OF AURORA

By: Kadee Rodriguez
Kadee Rodriguez City Clerk

By: Mike Coffman
MIKE COFFMAN,
Mayor, City of Aurora

APPROVED AS TO LEGAL FORM for
City of Aurora:

DATE: _____

By: Michelle Gardner
MICHELLE GARDNER,
Assistant City Attorney

**REGIONAL TRANSPORTATION
DISTRICT**

By: Debra A. Johnson
~~David A. Genova~~, DEBRA A. JOHNSON
General Manager & CEO

APPROVED AS TO LEGAL FORM for
RTD:

DATE: 02.08.2022

By: Dana E. Steele
DANA E. STEELE,
Assistant General Counsel



EXHIBIT A: Iliff Site Use Agreement For Special Events

This agreement is made this **XX** day of **XX**, 20**1X**, by and between the City of Aurora, Colorado hereinafter referred to as the **CITY** and hereinafter referred to as the **LICENSEE**. The **CITY** and the **LICENSEE**, for the consideration hereinafter set forth, agree as follows:

Section 1. Term.

This agreement shall commence when both parties have signed and fully executed the agreement and terminate on .

Section 2. Site Use.

Site is defined as the Iliff Station Parking Garage at 14000 East Wesley Avenue located in the City of Aurora, Colorado. Site Use is defined as an intended use of a specific location temporarily provided to the **LICENSEE** by the **CITY** as described in the Specification of Site Use. (Attachment 1)

The **CITY** agrees to provide:

- A. A limited and revocable license to the **LICENSEE** to use the following Site as described in the Specifications of Site Use.

The **LICENSEE** has provided and the **CITY** has approved the following items at a minimum:

- A. Site Map
- B. Event timeline – including set-up and tear-down
- C. Walking/Running route if applicable
- D. Vendor list if applicable
- E. Insurance as described in Section 6
- F. Any additional supporting documents



This Agreement does not guarantee to the **LICENSEE** any additional Site except as authorized above, or create an exclusive contract for the use of the Site, except as specified in Attachment 1.

The Site requested by the **LICENSEE** under this Agreement shall not be assigned, sublet or transferred without the written consent of the **CITY** in advance of the Site Use date requested.

The Site shall be provided by the **CITY** as-is and the **CITY** shall make no warranty regarding the suitability of the Site for the **LICENSEE'S** intended use.

After completion of the event, the **LICENSEE** shall leave the Site in the same or similar condition as received from the **CITY**.

The **LICENSEE** and any and all of its personnel, contractors, subcontractors, volunteers and employees utilized under the terms of this Agreement shall remain the agents, contractors, subcontractors, volunteers and employees of the **LICENSEE** and are not, nor shall be construed to be, agents or employees of the **CITY**.

The **LICENSEE** shall be responsible for any damage caused by the **LICENSEE'S** use of the Site beyond ordinary wear and tear. The **LICENSEE** shall arrange for the repair of any such damage to the satisfaction of the **CITY** within ten (10) days. In the event the **LICENSEE** does not make any necessary repairs, the **CITY** shall arrange for the same at the **LICENSEE'S** expense.

The **LICENSEE** will be responsible for clearing all trash generated at the event and depositing it in the appropriate waste receptacles.

The **LICENSEE** will adhere to all Rules and Regulations for Parks, Recreation & Open Space.

The **CITY** shall have the right to enter the Site at any time for any reasonable purpose, including an emergency that may threaten damage to City property, or injury to any person in or near the Site.

Section 3. Fees.



After the event the **CITY** will be paid \$0.00 for the use of the Site Use as noted below. The **CITY** will invoice the **LICENSEE** by , 2016.

Site/Facility Fee: \$0.00

Admin. Staff Fee: \$0.00

Ranger/Security Fee: \$0.00

Other Fees: \$0.00

Damage Deposit: \$0.00

Section 4. Termination of the Agreement.

A. TERMINATION BY THE LICENSEE

The **LICENSEE** may terminate this Agreement without cause upon forty-five (45) days written notice or upon such other notice as may be reasonable under the circumstances, to the **CITY**.

B. TERMINATION FOR CONVENIENCE OF CITY

The **CITY** may terminate this Agreement at any time by giving written notice to the **LICENSEE** of such termination and specifying the effective date thereof, at least fifteen (15) working days before the effective date of such termination.

Section 5. Charter, Laws and Ordinances.

The **LICENSEE**, at all times, agrees to observe all Federal, State and Local laws, all Ordinances and Charter provisions of the **CITY**, and all rules and regulations issued pursuant thereto, which in any manner affect or govern the services to be performed under this Agreement.

Section 6. Insurance.

Prior to the date of the event, **LICENSEE** shall provide the following insurance:

1. **LICENSEE** will maintain a Commercial General Liability Insurance policy covering all operations by or on behalf of the **LICENSEE** against claims for personal injury, including bodily injury and death, and property damage, including loss of use thereof in an amount not less than \$1,000,000 per occurrence/\$2,000,000 General Aggregate. Coverage will include Products/Completed Operations and Contractual Liability.

2. Worker Compensation and Employers Liability Insurance. If the **LICENSEE** has any employees, it 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 licensee shall maintain Employers Liability Insurance with minimum limits of: \$100,000 bodily injury for each accident, \$100,000 bodily injury by disease each employee and \$100,000 bodily injury disease aggregate.

3. Additional Insured: The **CITY**, its agents, affiliates and employees shall be named as Additional Insureds by endorsement on the Commercial General Liability policy. **RTD** ("Regional Transportation District of Denver, Colorado"), its agents, affiliates and employees shall be named as Additional Insureds by endorsement on the Commercial General Liability policy.

4. In the event that **LICENSEE** chooses to serve/sell liquor, the additional insurance requirements apply:

a. Liquor Legal Liability insurance: the **LICENSEE** will provide a liquor legal liability policy (or an equivalent endorsement to its existing commercial general liability policy) which provides coverage from any and all claims associated with the sale and consumption on premise of liquor (sometimes also known as "dram shop" liability), including but not limited to: claims, demands or actions for personal and bodily injury or death, damage to both the **CITY'S** and third party property and any "special" damages. The policy shall have minimum limits of \$1,000,000 per occurrence, \$2,000,000 general aggregate. The **CITY** reserves the right to require higher limits if it determines that such limits for liquor liability policy are appropriate given the scheduled event and number of participants.



5. **LICENSEE'S** insurance policies shall be the primary insurance as to all claims and provide that any insurance carried by the **CITY** is excess and is non-contributing with any insurance of **LICENSEE**.

Section 7. Indemnification.

The **LICENSEE** agrees to indemnify, save, hold harmless, and defend the **CITY and RTD**, its elected officials, officers, employees, and agents against any and all claims and causes of actions, damages, liability, and court awards including costs, expenses, and attorney fees to which they may be subjected by reason of any action or omission of the **LICENSEE**, his agents or employees, subcontractors or assignees. The **LICENSEE** furthermore agrees and acknowledges the **CITY and RTD** are not responsible for the loss or damage of any item belonging to the **LICENSEE** or individuals involved in the **LICENSEE'S** use of the Site.

Section 8. Non-Discrimination.

The **LICENSEE** shall not discriminate against any person or persons or exclude them from participation in the **LICENSEE'S** programs or activities because of race, color, religion, sex, age, familial status, disability, national origin, or veteran status. The **LICENSEE** shall comply with the Americans with Disabilities Act and attendant regulations.

Section 9. Equal Employment Opportunity.

The **LICENSEE** agrees it will not discriminate against its employees, agents, consumers or anyone because of race, color, religion, sex, age, familial status, national origin, disability, or veteran status.

The **LICENSEE** agrees to comply with such rules, regulations and guidelines as the City of Aurora, Colorado, State of Colorado, or Federal Agencies may issue to implement these requirements.

Section 10. Prohibition Against Employing Illegal Aliens



Pursuant to Section 8-17.5-101 et seq., C.R.S., the **LICENSEE** warrants, represents, acknowledges, and agrees that:

- A. The **LICENSEE** does not knowingly employ or contract with an illegal alien;
- B. The **LICENSEE** shall not enter into a contract with a subcontractor that fails to certify to the **LICENSEE** that the subcontractor shall not knowingly employ or contract with an illegal alien;
- C. The **LICENSEE** has verified or attempted to verify through participation in the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security (the "Basic Pilot Program") that the **LICENSEE** does not employ any illegal aliens. If the **LICENSEE** is not accepted into the Basic Pilot Program prior to entering into this Agreement, the **LICENSEE** shall forthwith apply to participate in the Basic Pilot Program and shall submit to the City written verification of such application within five (5) days of the date of this Agreement. The **LICENSEE** shall continue to apply to participate in the Basic Pilot Program, and shall verify such application to the **CITY** in writing, every three (3) months until the **LICENSEE** is accepted or this Agreement is completed, whichever occurs first. This subparagraph C shall be null and void if the Basic Pilot Program is discontinued;
- D. The **LICENSEE** shall not use the Basic Pilot Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed;
- E. If the **LICENSEE** obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the **LICENSEE** shall notify such subcontractor and the **CITY** within three (3) days that the **LICENSEE** has actual knowledge that the subcontractor is employing or contracting with an illegal alien, and shall terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subsection the subcontractor does not cease employing or contracting with the illegal alien, except that the **LICENSEE** shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien;
- F. The **LICENSEE** shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that such Department undertakes or is undertaking pursuant to the authority established in Section 8-17.5-102(5), C.R.S; and



- G. If the **LICENSEE** violates any provision of this Agreement pertaining to the duties imposed by Section 8-17.5-102(5), C.R.S. the **CITY** may terminate this Agreement and the **LICENSEE** shall be liable for actual and consequential damages to the **CITY** arising out of said violation.



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

CITY OF AURORA, COLORADO

Tom Barrett, Director of Parks, Recreation and Open Space

Date

LICENSEE



Name (Type or Print)

Title

Date



ATTACHMENT #1

SPECIFICATIONS OF SITE USE

DATE: [REDACTED]

TIME: [REDACTED]

EVENT NAME: [REDACTED]

SHORT DESCRIPTION OF EVENT: [REDACTED]

LICENSEE NAME OR ORGANIZATION: [REDACTED]

CONTACT PERSON: [REDACTED]

TELEPHONE: [REDACTED]

CELL PHONE: [REDACTED]

EMAIL ADDRESS: [REDACTED]

MAILING ADDRESS: [REDACTED]

SITE NAME: [REDACTED]

SITE LOCATION: [REDACTED]

SITE ADDRESS: [REDACTED]

DETAILED USE DESCRIPTION: [REDACTED]

SUPPORTING DOCUMENTS ATTACHED AS NEEDED.



City of Aurora
Parks, Recreation & Open Space (PROS)
The Quality of Life Department

Open Space and Natural Resources Division

Site Use Agreement For Special Events

Effective Date: 01/01/2017

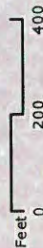
EXHIBIT B



October 26, 2016



Aurora
Worth Discovering!

Public Works
Department

15151 E. Alameda Pkwy
Durora CO 80012 USA
www.auroragov.org
303-739-7000
GIS@auroragov.org

00/05/2015 - North Parking MVD\Michigan | Parking Operation - Hill Station mva

**FIRST AMENDMENT TO AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF AURORA AND THE REGIONAL TRANSPORTATION
DISTRICT FOR THE INITIAL PARKING MANAGEMENT PLAN
FOR THE ILIFF PARKING GARAGE**

This FIRST AMENDMENT (“First Amendment”) TO AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND THE REGIONAL TRANSPORTATION DISTRICT FOR THE INITIAL PARKING MANAGEMENT PLAN FOR THE ILIFF PARKING GARAGE (“Amended and Restated IGA”) is made and entered into as of the Effective Date between the **CITY OF AURORA, COLORADO**, a home rule municipal corporation of the State of Colorado organized pursuant to Article XX of the Colorado Constitution (the “**City**”), and the **REGIONAL TRANSPORTATION DISTRICT (“RTD”)**, a political subdivision of the State of Colorado organized pursuant to the Regional Transportation District Act, C.R.S. § 32-9-101, *et seq.* The City and RTD may hereinafter be referred to individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS AND PURPOSE

- A.** The Parties entered into an intergovernmental agreement entitled “RTD and CITY OF AURORA I-225 Rail Line Parking Structure Intergovernmental Agreement” dated November 17, 2015, (the “Parking Structure IGA”) consistent with C.R.S. §32-9-119.9 (*et. seq.*) for the City to construct a 600 space parking garage on RTD property at RTD’s Iliff Light Rail Station to substitute for RTD’s planned construction of two surface parking lots at that location, providing 600 spaces for RTD transit purposes.
- B.** The Parties entered into a lease agreement whereby the City would lease from RTD the land upon which the Iliff Parking Facility was constructed for an initial term of 50 years (the ‘Iliff Garage Lease”).
- C.** In accordance with the Colorado Constitution authorizing the Parties to enter into intergovernmental agreements, and pursuant to the Parking Structure IGA and the RTD Board Action of August 4, 2016, the City and RTD entered into a Parking Management Plan IGA (“Parking Management Plan IGA”) for the Iliff Parking Garage in December 2016, whereby RTD authorized the City to operate the transit parking facility and charge patrons for the use of the 600 reserved parking spaces dedicated for RTD transit purposes.
- D.** The Parties based the terms of the Parking Management Plan IGA upon Aurora’s initial analysis of the projected revenues and expenses. The purpose of the Agreement was to serve as a pilot program for a period of three years allowing for the Parties to collect and assess reliable revenue projections to determine future parking management plan options.
- E.** The Parties amended the term of the Parking Management Plan IGA by entering into the Amended and Restated IGA for an additional twenty-four (24) months commencing February 23, 2020 and terminating February 23, 2022.

F. The Parties now wish to extend the pilot program and to continue to collect and assess parking data for an additional two years so that the program can continue under the same terms and conditions of the Amended and Restated IGA, such extension to be until February 23, 2024.

G. Except as expressly provided herein, all terms and conditions of the Amended and Restated IGA shall remain in full force and effect.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend only Section 1.5 and Section 10.4 of the Amended and Restated IGA as follows:

Section 1.5 Effective Date. The Agreement became effective February 22, 2017 (“Effective Date”) for a term of five years, terminating February 23, 2022. The Agreement is extended for an additional two years, terminating February 23, 2024.

Section 10.4 Term and Termination. This Agreement commenced on the Effective Date as stated in Section 1.5 and will remain in effect until terminated (a) in writing by both Parties, (b) by court order, or (c) automatically on February 23, 2024. The Parties agree that at least six (6) months prior to the automatic termination of this Agreement that, if requested by the City, the Parties shall commence good faith negotiations to negotiate a replacement agreement to this Parking Management Plan. Any draft replacement parking management plan shall be submitted to the RTD Board of Directors for consideration as required by the terms of the Parking Structure IGA and the Iliff Garage Lease and shall be subject to the approval of the RTD Board of Directors in its sole discretion.

IN WITNESS WHEREOF, the Parties have executed this First Amendment through their respective lawfully empowered representatives signed below.

CITY OF AURORA

By: _____
MIKE COFFMAN, Mayor

DATE: _____

ATTESTED:


By: _____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO LEGAL FORM:

By: _____
MICHELLE GARDNER,
Sr. Assistant City Attorney

REGIONAL TRANSPORTATION DISTRICT

By:


DEBRA A. JOHNSON,
General Manager & CEO

DATE:

02.08.2022

APPROVED AS TO LEGAL FORM:

By:

Steele, Dana
- 20294
DANA E. STEELE,
Sr. Associate General Counsel

Digitally signed by
Steele, Dana - 20294
Date: 2022.02.02
10:11:42 -07'00'

RESOLUTION NO. R2022-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA,
COLORADO, APPROVING THE FIRST AMENDMENT TO AMENDED AND
RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY
OF AURORA AND THE REGIONAL TRANSPORTATION DISTRICT FOR
THE INITIAL PARKING MANAGEMENT PLAN
FOR THE ILIFF PARKING GARAGE

WHEREAS, the City of Aurora, Colorado (“City”), and the Regional Transportation District (RTD), collectively the “Parties”, entered into an intergovernmental agreement for the development of parking facilities at the Iliff Parking Garage dated November 17, 2015 (“Iliff Parking Structure IGA”); and

WHEREAS, the City owns the Iliff Parking Facility located on the RTD property known as the Iliff Station; and

WHEREAS, the Parties entered into a lease agreement for the City to lease the land upon which the Iliff Parking Facility was constructed; and

WHEREAS, in accordance with the Colorado Constitution authorizing the Parties to enter into intergovernmental agreements and pursuant to the Iliff Parking Structure IGA and the RTD Board Action of August 4, 2016; and

WHEREAS, thereafter in December 2016, the Parties entered into the Intergovernmental Agreement Between the City of Aurora and the Regional Transportation District for the Initial Parking Management Plan for the Iliff Parking Garage (“Parking Management Plan IGA”) whereby RTD authorized the City to operate a transit parking facility and charge patrons for use of the 600 reserved parking spaces dedicated for RTD transit purposes; and

WHEREAS, the Parties executed an Amended and Restated Parking Management Plan IGA that extended the term of the Parking Management Plan IGA for two consecutive years until February 23, 2022; and

WHEREAS, on February 8, 2022, RTD’s General Manager and CEO signed the First Amendment to Amended and Restated IGA for the Parking Management Plan for the Iliff Parking Garage, extending the IGA between the Parties for an additional two consecutive years; and

WHEREAS, the City Council is authorized by Charter §10-12 and §29-1-203, C.R.S., to enter into this type of agreement; and

WHEREAS, the City Council finds and determines that it is in the best interest of the citizens of Aurora to execute this First Amendment to Amended and Restated IGA for the Parking Management Plan for the Iliff Parking Garage.

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

Section 1. The First Amendment to Amended and Restated Intergovernmental Agreement Between the City of Aurora and RTD for the Initial Parking Management Plan for the Iliff Parking Garage is hereby approved.

Section 2. The Mayor and City Clerk are hereby authorized to execute and deliver the Agreement in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

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

Section 4. This resolution shall take effect immediately without reconsideration.

RESOLVED AND PASSED this _____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

RLA
Michelle Gardner
MICHELLE GARDNER, Sr. Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: Buckley Space Force Base Parcel Zoning Map Amendment from POS to APZ Zone District
Item Initiator: Karen Hancock, Principal Planner
Staff Source/Legal Source: Karen Hancock, Principal Planner/Daniel L. Money, Sr Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 2.0--Serve as leaders and partners with other governments and jurisdictions

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: N/A

ITEM DETAILS:

PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA,COLORADO, REZONING 10.532 ACRES OF LAND, MORE OR LESS,GENERALLY LOCATED NORTH OF JEWELL AVENUE AND EAST OF THEPLAINS CONSERVATION CENTER, WITHIN THE CITY OF AURORA,COUNTY OF ARAPAHOE, STATE OF COLORADO, FROM PARKS ANDOPEN SPACE DISTRICT TO ACCIDENT POTENTIAL ZONE DISTRICT,CLEAR ZONE SUBAREA, AND AMENDING THE ZONING MAPACCORDINGLY (BUCKLEY SPACE FORCE PARCEL REZONE)

Karen Hancock, Principal Planner/Daniel L. Money, Sr. Assistant City Attorney
5 minutes/5 minutes

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

- | | |
|-----------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Planning and Zoning Commission

Policy Committee Date: 1/26/2022

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.)

After many years of discussion, the Parks, Recreation and Open Space Department and Public Works/Real Property successfully completed a parcel transfer with Buckley Space Force Base. A parcel on the northeast corner of the base owned by Buckley was "swapped" for a city-owned parcel in Buckley's Clear Zone Subarea adjacent to the end of the runway. Deeds were recorded at Arapahoe County in May 2021 documenting the parcel transfer. The location of the two parcels is shown in Exhibit A. In August 2021, the Commander of the 460th Civil Engineer Squadron submitted a letter to City Manager Jim Twombly requesting that the city rezone Buckley's newly acquired Clear Zone parcel from POS Zone District to APZ District. The City Manager authorized staff to apply for a zoning map amendment on Buckley's behalf.

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

In accordance with the city's comprehensive plan, Aurora Places, and at the request of Buckley Space Force Base, staff and the Planning and Zoning Commission recommend that the 10-acre parcel in the Clear Zone Subarea adjacent to the end of the runway be rezoned from POS Zone District to APZ District and the zoning map amended to reflect the change. No active or passive uses are permitted in the Clear Zone Subarea.

QUESTIONS FOR COUNCIL

Does City Council wish to adopt the ordinance to for an amendment to the city's zoning map?

LEGAL COMMENTS

An application for initial zoning, rezoning, and changes to the Zoning Map for individual parcels or small areas shall only be recommended if the Planning Director and the Planning and Zoning Commission finds that the following criteria have been met, and shall only be approved if City Council, after a public hearing, finds that the following criteria have been met.

(1) The change to the Zoning Map is needed to correct an error (change in the character of surrounding areas does not constitute an error in the map); or

(2) The change to the Zoning Map is required because of changed conditions or circumstances on the property or in the surrounding area and:

(a) The applicant has demonstrated that the proposed initial zoning or rezoning is consistent with the spirit and intent of the Comprehensive Plan, with other policies and plans adopted by the City Council, and with the purpose statement of the proposed new zone district(s);

(b) The applicant has demonstrated that the size, scale, height, density, and multi-modal traffic impacts of the proposed initial zoning or rezoning are compatible with surrounding development or can be made compatible with surrounding development through approval conditions; and

(c) The application demonstrates that the change in zoning will not create significant dislocations of tenants or occupants of the property, or that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by approval of the application. (City Code Sec. 146-5.4.1.C) (Money)

PUBLIC FINANCIAL IMPACT

☐ YES ☒ NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain: N/A

City of Aurora Planning Commission Case Report

Project Title: Buckley Space Force Base Parcel Rezone – Zoning Map Amendment
Date: January 26, 2022
Development Application Number: DA-2298-00
Case Number: 2021-2008-00
Case Manager: Karen Hancock
Applicant: City of Aurora on behalf of Buckley Space Force Base
General Location: North of Jewell Avenue and east of the Plains Conservation Center
Ward: II

Project Summary:

In May 2021, the city's Parks, Recreation and Open Space Department, City Attorney's Office, Public Works Real Property and Buckley Garrison staff finalized a real property transfer essentially "swapping" land parcels. The purpose of this parcel swap was to transfer ownership of a 10-acre property located in Buckley's south Clear Zone from the city to Buckley. In return, PROS received a POS-zoned parcel on the north side of the Base that Buckley no longer needed. This transfer represented years of complex negotiations with the federal government and provides additional protection for the Base to assure compatible development.

Both parcels included in the property transfer are zoned POS. The POS zone district allows active and passive recreational uses. Because the parcel that Buckley acquired is located in their Clear Zone adjacent to the south runway, Buckley has requested that the parcel be rezoned to APZ District. The APZ District, Clear Zone Subarea, prohibits all land uses unless needed for the continued operation of airports and aircraft. The rezone to APZ is consistent with adjacent parcels in the areas. This parcel must be kept clear of all structures, above ground utilities, people and birds to keep pilots and aircraft safe from obstructions. Buckley Garrison staff sent a letter to the City Manager asking that the city rezone the Clear Zone parcel on their behalf.

Applicant's Request:

Zoning Map Amendment Approval

Neighborhood Comments:

Three registered neighborhood organizations were notified. The city is the only adjacent property owner. One comment was received from the public, and a neighborhood meeting was not held. Bruce Warner, a resident of the Louisiana Purchase Neighborhood, requested information about the rezone via a telephone call and was happy to hear that the parcel would not be developed and would remain open.

Consistency with Comprehensive Plan:

This rezoning supports the Buckley Air Force Base Placetype described in Aurora Places, specifically the defining feature of protecting the Base from encroachment of development that is not compatible with Buckley's mission. No active or passive uses are permitted on the parcel because of its location in the Accident Potential Zone Subarea, regardless of the current zoning. This rezoning will assure that the parcel has the appropriate zoning classification to prevent encroachment of non-compatible development.

Summary of Staff Recommendation:

Recommend approval of the Zoning Map Amendment.

Detailed Case Analysis

Related Cases:

There are no related cases.

Public Notification:

Legal notice appeared in the Aurora Sentinel on January 13, 2022. City staff acting on behalf of the applicant has submitted certificates of mailing and public hearing notices to adjacent property owners, as well as pictures of the notice of public hearing sign posting.

Community Referrals:

Referrals were provided to the following registered neighborhood organizations within one mile of the project: CLLEAN, The Conservatory, Side Creek

Conformance with Code Criteria:

1. Zoning Map Amendment Criteria:

Section 146-5.4.1.C of the Unified Development Ordinance (UDO) states an application for initial zoning, rezoning, and changes to the Zoning Map for individual parcels or small areas shall only be recommended if the Planning Director and the Planning and Zoning Commission finds that the following criteria have been met, and shall only be approved if City Council finds that the following criteria have been met: (ii) The change to the Zoning Map is required because of changed conditions or circumstances on the property or in the surrounding area and; (a) The applicant has demonstrated that the proposed initial zoning or rezoning is consistent with the spirit and intent of the Comprehensive Plan, with other policies and plans adopted by the City Council, and with the purpose statement of the proposed new zone district(s); (b) The applicant has demonstrated that the size, scale, height, density, and multi-modal traffic impacts of the proposed initial zoning or rezoning are compatible with surrounding development or can be made compatible with surrounding development through approval conditions; and (c) The application demonstrates that the change in zoning will not create significant dislocations of tenants or occupants of the property, or that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by approval of the application.

- The proposed zoning district is supported by Aurora Places as part of the “Buckley Air Force Base Placetype to prevent development that is not compatible with the base mission.

Applicant Information:

Applicant: City of Aurora
Owner: Buckley Garrison
Project Manager: Karen Hancock

Exhibits:

Exhibit A Vicinity Map
Exhibit B Applicant’s Letter of Introduction -- Rezone
Exhibit C Quit Claim Deed transferring property to Buckley Garrison

Staff Recommendation:

Agenda Item 5a: Zoning Map Amendment to APZ, Accident Potential Zone Clear Zone Sub Area

Staff recommends that the Planning and Zoning Commission recommend approval to the City Council for the Buckley Space Force Parcel to the APZ, Clear Zone Sub Area District in accordance with Section 146-5.4.1.C of the Unified Development Ordinance for the following reasons:

- The proposed zoning district is supported by Aurora Places as part of the “Buckley Air Force Base Placetype to prevent development that is not compatible with the base mission.

Planning and Development Services Department
City of Aurora, Colorado

SUMMARY OF PLANNING AND ZONING COMMISSION ACTIONS

Project Name: BUCKLEY SPACE FORCE PARCEL REZONE

Planning Commission Hearing Date: January 26, 2022

City Council Meeting Date: February 28, 2022

Ward: II

Project Type: Zoning Map Amendment
DA Number: DA-2298-00
Case Number(s): 2021-2008-00
Location: North of Jewell Avenue and east of The Plain Conservation Center
Project Manager: Karen Hancock

Description:

In May 2021, the city's Parks, Recreation and Open Space Department, City Attorney's Office, Public Works Real Property and Buckley Garrison staff finalized a real property transfer essentially "swapping" land parcels. The purpose of this parcel swap was to transfer ownership of a 10-acre property located in Buckley's south Clear Zone from the city to Buckley. In return, PROS received a POS-zoned parcel on the north side of the Base that Buckley no longer needed. This transfer represented years of complex negotiations with the federal government and provides additional protection for the Base to assure compatible development.

Both parcels included in the property transfer are zoned POS. The POS zone district allows active and passive recreational uses. Because the parcel that Buckley acquired is located in their Clear Zone adjacent to the south runway, Buckley has requested that the parcel be rezoned to APZ District. The APZ District, Clear Zone Subarea, prohibits all land uses unless needed for the continued operation of airports and aircraft. The rezone to APZ is consistent with adjacent parcels in the areas. This parcel must be kept clear of all structures, above ground utilities, people and birds to keep pilots and aircraft safe from obstructions. Buckley Garrison staff sent a letter to the City Manager asking that the city rezone the Clear Zone parcel on their behalf.

Three registered neighborhood organizations were notified. The city is the only adjacent property owner. One comment was received from the public, and a neighborhood meeting was not held. Bruce Warner, a resident of the Louisiana Purchase Neighborhood, requested information about the rezone via a telephone call and was happy to hear that the parcel would not be developed and would remain open.

This rezoning supports the Buckley Air Force Base Placetype described in Aurora Places, specifically the defining feature of protecting the Base from encroachment of development that is not compatible with Buckley's mission. No active or passive uses are permitted on the parcel because of its location in the Accident Potential Zone Subarea, regardless of the current zoning. This rezoning will assure that the parcel has the appropriate zoning classification to prevent encroachment of non-compatible development.

Testimony Given at the Hearing:

Karen Hancock, Project Manager, gave a presentation of the item, including the staff recommendation.

The Planning Commission did not have any questions and there were no community comments.

Planning Commission Results

Agenda Item 5a – Zoning Map Amendment – Rezone

A motion was made by Commissioner Jetchick and seconded by Commissioner Banka.

Move to recommend approval to the City Council for the Buckley Space Force Parcel to be Rezoned to the APZ, Clear Zone Sub Area District in accordance with Section 146-5.4.1.C of the Unified Development Ordinance for the reasons stated in the staff report.

Further Discussion:

There was no further discussion

Action Taken: Recommended Approval

Votes for the Zoning Map Amendment: 6

Votes against the Zoning Map Amendment: 0

Absent: None

Abstaining: None

Vacancies: 1

Filed: K:\\$DA\2298-00sps.rtf



CITY OF AURORA

Late Submission Approval for Agenda Item

Item Title: Buckley Space Force Base Parcel Rezone
Item Initiator: Karen Hancock, Principal Planner
Staff Source/Legal Source: Karen Hancock, Principal Planner, Dan Money, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 5.0--Be a great place to locate, expand and operate a business and provide for well-planned growth and development

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

- ☒ There is a time-sensitive legal requirement that must be met and cannot be met by a future meeting date
- ☐ The delay will result in an adverse financial impact to the city
- ☐ The item is related to a disaster and must be addressed before the next available meeting

COUNCIL MEETING DATES FOR LATE SUBMISSION:

Study Session: [Click or tap to enter a date or type N/A](#)

Regular Meeting: 2/28/2022

EXPLANATION: *(Please provide a detailed explanation as to why the item falls into one or more of the above criteria and why it may not be set for a future meeting date.)*

The rezoning public notice was sent out to the newspaper, the site was posted with signs identifying the 02/28 hearing date, and the workflow was started before the due date. The department's new director was added to the workflow after the workflow for the subject item was initiated, causing the item workflow to stop.

I understand the agenda item will not be added to the agenda without submitting this completed form as an attachment in e-Scribe. The agenda item will not be added to the agenda if the workflow is not completed by the WORKFLOW COMPLETED date indicated on the agenda deadline calendar.

Karen Hancock

Agenda Item Initiator Name

Jason Batchelor

Late Submission Approver Name (Deputy City Manager)

Karen J Hancock 02/14/22
Agenda Item Initiator Signature Date

Jason R Bateman 02/14/22
Late Submission Approver Signature Date

ORDINANCE NO. 2022 - ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, REZONING 10.532 ACRES OF LAND, MORE OR LESS, GENERALLY LOCATED NORTH OF JEWELL AVENUE AND EAST OF THE PLAINS CONSERVATION CENTER, WITHIN THE CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, FROM PARKS AND OPEN SPACE DISTRICT TO ACCIDENT POTENTIAL ZONE DISTRICT, CLEAR ZONE SUBAREA, AND AMENDING THE ZONING MAP ACCORDINGLY (BUCKLEY SPACE FORCE PARCEL REZONE)

WHEREAS, the applicant has requested that 10.532 acres of land, more or less, located north of Jewell Avenue and east of The Plains Conservation Center, within the City of Aurora, County of Arapahoe, State of Colorado, be rezoned from Parks and Open Space District to Accident Potential Zone District, Clear Zone Subarea (APZ-CZ); and

WHEREAS, Section 146-5.4.1.C.3 of the City Code provides that all applications for the rezoning of property within the City of Aurora, Colorado (the “City”), shall be presented for a public hearing, both to the Planning and Zoning Commission, who shall render a recommendation to City Council, and to City Council for final decision; and

WHEREAS, on January 26, 2022, following a public hearing, the Planning and Zoning Commission voted to recommend the rezoning of the parcel.

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

Section 1. Based on the evidence presented at tonight’s public hearing, City Council finds and determines that: the rezoning is consistent with the spirit and intent of the Comprehensive Plan, is compatible with surrounding development, and would not result in a significant dislocation of tenants or occupants of the property.

Section 2. The parcel, as more particularly described in “Exhibit A” attached hereto and incorporated herein, is zoned Accident Potential Zone District, Clear Zone Subarea, and the City zoning map is hereby amended in accordance with said zoning.

Section 3. All ordinances or parts of ordinances of the City in conflict herewith are expressly repealed.

Section 4. 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 _____, 2022.

PASSED AND ORDERED PUBLISHED BY REFERENCE this _____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Daniel L Money ^{RLA}

DANIEL L. MONEY, Senior Assistant City Attorney

EXHIBIT A

A parcel of land situated in the NE 1/4 of Section 26, Township 4 South, Range 66 West of the 6th Principal Meridian, City of Aurora, County of Arapahoe, State of Colorado, more particularly described as follows:

Commencing at the NE corner of said Section 26;

Thence coincident with the north line of said Section 26, S89°28'10"W, a distance of 2025.00 feet to the **Point of Beginning**;

Thence coincident with the westerly line of existing clear zone boundary, Book 4080, Page 225, Arapahoe County, S28°30'36"E, a distance of 905.88 feet;

Thence S59°43'28"W, a distance of 436.50 feet;

Thence N29°22'21"W, a distance of 1160.52 feet to a point on the north line of Section 26;

Thence coincident with the north line of said Section 26, N89°28'10"E, a distance of 513.82 feet to the **Point of Beginning**.

The above described parcel containing 458,779 square feet (10.532 acres) more or less.

Bearings based on the north line of Section 26, Township 4 South, Range 66 West of the 6th Principal Meridian, being N89°28'10"E.

Jan L. Sterling, P.L.S.
Colorado PLS # 23527
For and on behalf of the
City of Aurora, Colorado
13636 E Ellsworth Ave
Aurora, CO 80012

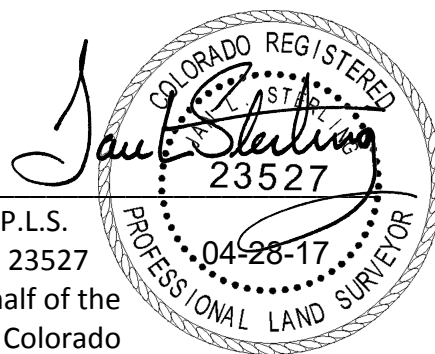
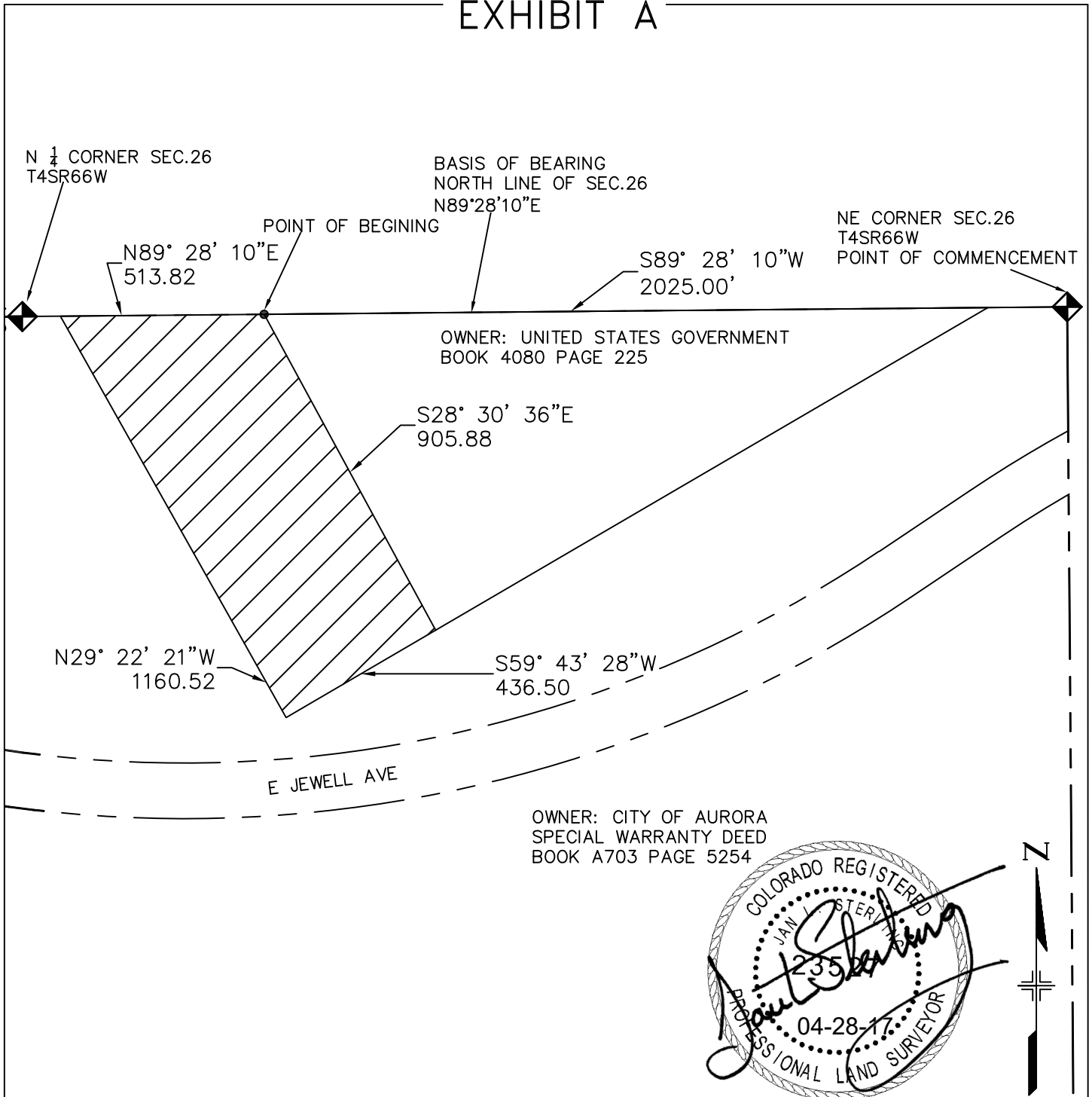


ILLUSTRATION FOR EXHIBIT A



BEARINGS ARE BASED ON THE NORTH LINE OF SECTION 26, T4S, R66W, 6TH P.M. BEING N89°28'10"E
 THE ABOVE DESCRIBED PARCEL CONTAINS 458779 SQUARE FEET (10.532 ACRES) MORE OR LESS.
 This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

A PARCEL OF LAND, SITUATED IN THE NE $\frac{1}{4}$ OF SEC 26, T4S, R66W, 6TH P.M., CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

DRAWN BY: GD	SCALE: NONE	R.O.W. FILE NUMBER NA
CHECKED BY: JLS	DATE: 04-06-17	JOB NUMBER: NA



CITY OF AURORA

Council Agenda Commentary

Item Title: Unauthorized Camping Abatement Ordinance2022
Item Initiator: Mike Coffman, Mayor
Staff Source/Legal Source: Mike Coffman, Mayor
Outside Speaker: N/A
Council Goal: 2012: 4.0--Create a superior quality of life for residents making the city a desirable place to live and work

COUNCIL MEETING DATES:

Study Session: 2/7/2022

Regular Meeting: N/A

ITEM DETAILS:

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ADDING A NEW SECTION TO BE NUMBERED 94-122 TO THE CITY CODE PERTAINING TO PROHIBITING UNAUTHORIZED CAMPING ON PUBLIC OR PRIVATE PROPERTY AND ADDING ARTICLE IV, SECTIONS 114-106 THROUGH 114-112 TO CHAPTER 114 PERTAINING TO ABATING UNAUTHORIZED CAMPS ON PUBLIC PROPERTY

Sponsor: Mike Coffman, Mayor

Estimated time: 30 Mins

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

- | | |
|-----------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input checked="" type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

- | | |
|-----------------------------------------------------------|---------------------------------------------------------|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input type="checkbox"/> 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.)

City Council considered the unauthorized camping abatement ordinance on August 9, 2021. On that date the ordinance failed to pass. Council Rule B(3) prescribes an ordinance that does not pass can be placed back on the agenda after six-months. Members of City Council, which includes the Mayor, may place an item on a Study Session or regular meeting agenda.

The city of Aurora is committed to a compassionate and care-focused approach to balancing the needs and security of those experiencing homelessness with the concerns of community members and the need to maintain the safety and health of the city as a whole. The City requests the Homeless Services Outreach Team to visit an unauthorized offer resources and services to the individuals in the camp to assist them into permanent housing. The City currently tracks complaints related to encampments and follows a process to abate unauthorized encampments. The City has set out criteria to abate an unauthorized camp in a Business Policy Memorandum (BPM) related public health and safety concerns. Staff from several departments meet on a routine basis to determine if an unauthorized encampment meets the abatement criteria in the BPM for abatement. The department responsible for the public property where an unauthorized camp is located is responsible for abating and otherwise cleaning up an unauthorized camp. On the day of a scheduled abatement the Outreach Team once again provides individuals at the camp with services and other resources and an offer of transportation to the Aurora Day Resource Center, where services and counselors are available.

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

The Mayor asked the City Attorney's office to draft an ordinance to abate unauthorized camps on public property. The ordinance has been drafted to comply with current case law. The ordinance complies with all current Public Health Orders including the CDC, Tri-County and CDPHE. Currently Boulder, Arvada, Parker, Centennial and Denver have ordinances authorizing the abatement of camps on public property. The proposed ordinance requires the abatement of unauthorized camps when the notice requirement in the ordinance is met and requires the City to have a shelter option for every individual in an unauthorized camp as a condition precedent to abate the camp. If the City does not have a shelter option for every individual on the date of the abatement the City cannot abate or clean-up the unauthorized camp. The ordinance does not discriminate against the homeless or any class of people. The ordinance prohibits the conduct of camping on public property where camping is not specifically allowed.

QUESTIONS FOR COUNCIL

Does Council approve moving the unauthorized camp abatement ordinance forward?

LEGAL COMMENTS

Council has the power to make and publish ordinances not inconsistent with the laws of the state for carrying into effect or discharging the powers and duties conferred by the state constitution, statute or city Charter and such as it shall deem necessary and proper to provide for the safety; preserve the health; promote the prosperity; and improve the morals, order, comfort and convenience of the city and the inhabitants thereof. (City Code § 2-32)

Camping bans can be constitutional and lawful if drafted in a manner that is not motivated by a discriminatory purpose, that does not harm a politically unpopular group of people and criminalizes an activity not a status. **Denver’s camping ban ordinance was ruled** to be constitutional criminalizing an activity, not a status. *City and County of Denver v. Burton*, 19 CV34925 (Dist. Court, City and County of Denver, Sept. 3, 2020).

Prohibiting camping targets the conduct of camping, not the status of homelessness, are constitutional. *People of City of Boulder v. Madison*, 10CV716 (Boulder District Court, April 20, 2011).

A city is constitutionally allowed to regulate where “camping” occurs. Prohibiting camping does not criminalize involuntary behavior. *Joel v. City of Orlando*, 232 F.3d 1353, 1362 (11th Cir, 2000).

Imposing a criminal sanction for public behavior which creates substantial health and safety hazards for those involved in the activity and for members of the general public, and which offends the moral and esthetic sensibilities of a large segment of the community does not violate the Eighth Amendment. *Powell v. Texas*, 392 U.S. 514, 532 (1968) (ruling on the issue of public drunkenness.)

When the City seizes property when abating an encampment due process requires law enforcement to take reasonable steps to give notice that property will be taken or has been taken so the owner can recover their property. *Lavan v. City of Los Angeles*, 693 F.3d 1022, 1032 (9th Cir. 2012). (TJoyce)

PUBLIC FINANCIAL IMPACT

☒ YES ☐ NO

If yes, explain: Costs related to encampment clean-up will be incurred. Costs to find sufficient shelter options

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain: N/A

ORDINANCE NO. 2022- _____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA,
COLORADO, ADDING A NEW SECTION TO BE NUMBERED 94-122 TO THE CITY
CODE PERTAINING TO PROHIBITING UNAUTHORIZED CAMPING ON PUBLIC OR
PRIVATE PROPERTY AND ADDING ARTICLE IV, SECTIONS 114-106 THROUGH 114-
112 TO CHAPTER 114 PERTAINING TO ABATING UNAUTHORIZED CAMPS ON
PUBLIC PROPERTY

WHEREAS, the act of unauthorized camping on public or private property tends to endanger the health and safety of those engaged in such camping as well as the public at large; and

WHEREAS, the unauthorized use of public or private property for camping where the property in question is neither intended nor designed as a camp site, campground, or site for temporary human habitation tends to impair, obstruct, and otherwise detract from the use of the property for its intended purpose; and

WHEREAS, abating unauthorized camps will promote aesthetics, sanitation, public health, and safety for individuals in an unauthorized camp and the citizens of the City; and

WHEREAS, the City has a legitimate governmental purpose in protecting public spaces from environmental damage, as well as the promotion of sanitation, public health, and safety.

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 section, to be numbered 94-122 which section reads as follows:

Sec. 94-122. – Unauthorized camping on public property prohibited.

- (1) It shall be unlawful for any person to camp on private property without the express written consent of the property owner or the owner's agent, except in any location where camping has been expressly authorized by the City.**
- (2) It shall be unlawful for any person to camp on any public property, except in any location where camping has been expressly authorized by the City.**
- (3) No city employee authorized to issue a citation shall issue a citation, make an arrest, or otherwise enforce this section against a person camping on public property unless:**

- a. A city employee or a law enforcement official has issued the person in a camp a verbal or written order to move from the camp and take their property with them; and
 - b. The City has a shelter option available for the person ordered to move from the camp and the person has been offered placement in the shelter option; and
 - c. Exception to this section. If a person is offered a shelter option and refuses to go to the shelter option and the person refuses or fails to move from the camp location when ordered this person may be issued a citation and is subject to arrest.
- (4) Any person convicted of violating this section shall not be subject to the General Penalty provisions as provided in section 1-13 of the City Code.
- (5) For purposes of this section:
- a. *Camp or camping* means the use of property for the purpose of unauthorized overnight occupancy, or to reside or dwell on public property with shelter overnight, or the use of public property for the purpose of overnight occupancy or longer occupancy. The term "shelter" as used in this definition includes, without limitation, any tent, tarpaulin, lean-to, sleeping bag, bedroll, blankets, or any form of cover or protection from the elements other than clothing. The term "reside or dwell" includes, without limitation, conducting such activities as eating, sleeping, or the storage of personal possessions. Evidence of unauthorized camps includes, but is not limited to, sleeping, or making preparations to sleep by laying out personal belongings, bedding, bedroll(s), blanket(s), sleeping pad(s), sleeping bag(s), erecting or occupying a tent, makeshift shelter, lean-to, tarpaulin, enclosure, or other structure used for overnight living purposes, or any form of cover or protection from the elements other than clothing, or making preparations for a fire or making a fire (except for fires at sites specifically designated or authorized for a fire by the Parks, Recreation and Open Space (PROS) department), setting up or using a camp stove, cooking device, or other type of heating source (except for grills and personal grills permitted in designated areas by PROS). Camp or camping can include using a vehicle for overnight occupancy where overnight occupancy or overnight camping violates City Code or a City rule or regulation or is not otherwise authorized by the City. Camping does not include napping during the day or picnicking.
 - b. *Public property* means, by way of illustration, but not limited to a highway, highway median, any street, street median, road, road median, alley, sidewalk, strips of land between streets and sidewalks,

lanes, catch basins, pedestrian or transit mall, bike path, greenway, public parking lot, or any other structure or area encompassed within the public right-of-way; any park, parkway, mountain park, open space, natural area, trail, beach, playground, or other publicly owned recreation facility; a municipal watercourse, bodies of water, watercourses, stormwater infrastructure such as, but not limited to, bridges, pipes, inlets and culverts; or any other grounds, buildings, or other facilities owned or leased by the city or by any other public entity, regardless of whether such public property is vacant or occupied and actively used for any public purpose.

Section 2. The City Code of the City of Aurora, Colorado, is hereby amended by adding an Article, to be numbered IV, to Chapter 114, which Article reads as follows:

Chapter 114. – Solid Waste

Article IV. - Abating Unauthorized Camps from Public Property

Section 3. The City Code of the City of Aurora, Colorado, is hereby amended by adding a section, to be numbered 114-106 which section reads as follows:

Sec. 114-106. – Definitions.

Abate or abatement means having the individuals in an unauthorized camp vacate the site and remove their personal property or property they desire to keep from the camp site so the City may clean and restore the site to its original intended lawful purpose.

City means the City of Aurora, Colorado, its departments, employees, and agents.

City Manager means the City Manager of the City of Aurora, Colorado, or designee.

City owned property means any property owned, leased, or controlled by the City.

Camp, camping, or encampment means the use of property for the purpose of unauthorized overnight occupancy, or to reside or dwell in a place, with shelter, or the use of property for the purpose of overnight occupancy or longer occupancy. Camp or camping includes the use of a vehicle for overnight occupancy where overnight occupancy or overnight camping if not permitted, violates City Code, violates a City rule or regulation, or is not otherwise permitted by the City. Camping does not include napping during the day or picnicking.

Evidence of unauthorized camps or unauthorized camping includes, but is not limited to:

- sleeping, or making preparations to sleep by laying out personal belongings, bedding, bedroll(s), blanket(s), sleeping pad(s), sleeping bag(s);

- erecting or occupying a tent, makeshift shelter, lean-to, tarpaulin, enclosure, or other structure used for human habitation, or any form of cover or protection from the elements other than clothing; or
- making a fire or making preparations for a fire (except for fires at sites specifically designated or authorized for a fire by the Parks, Recreation and Open Space (PROS) Department), setting up or using a camp stove, cooking device, or other heating source (except for grills and personal grills permitted in designated areas by PROS).

Overnight means between the hours of 11:00 p.m. and 5:00 a.m., unless otherwise posted.

Personal property means an item that is readily apparent as belonging to an individual and has apparent value or utility in its present condition. Examples of personal property include, but is not limited to, structurally sound tents, clothing, shoes, jackets, tarpaulins, sleeping bags, bedrolls, blankets, backpacks, duffel bags, assembled bicycles, tools, watches, jewelry, audio/visual equipment, medications, toiletries, eyeglasses, purses, handbags, books, and baby strollers. Personal property does not include building materials, metal, shopping carts, disassembled bicycles, makeshift shelters, rigid plastic, garbage, trash, rubbish, debris, litter, or waste.

Public property means, by way of illustration, but not limited to a highway, highway median, any street, street median, road, road median, alley, sidewalk, strips of land between streets and sidewalks, lanes, catch basins, pedestrian or transit mall, bike path, greenway, public parking lot, or any other structure or area encompassed within the public right-of-way; any park, parkway, mountain park, open space, natural area, trail, beach, playground, or other publicly owned recreation facility; a municipal watercourse, bodies of water, watercourses, stormwater infrastructure such as, but not limited to, bridges, pipes, inlets and culverts; or any other grounds, buildings, or other facilities owned or leased by the city or by any other public entity, regardless of whether such public property is vacant or occupied and actively used for any public purpose.

Public right-of-way means an area of land dedicated to the public in fee simple title conveyed to the city for drainage, pedestrian, utility, street lighting, landscaping, roadway, or other purposes.

Reside or dwell means and includes, without limitation, conducting such activities as eating, sleeping, making preparation to sleep, or the storage of personal possessions. Residing or dwelling does not include napping during the day or picnicking.

Shelter, as used in the definition of camping, means and includes, without limitation, a tent, tarpaulin, lean-to, sleeping bag, bedroll, blankets, or any form of cover or protection from the elements other than clothing.

***Unauthorized camp* means to use public property for camping or to camp where camping is not expressly authorized by the City, or the use of public property for camping or to camp that violates the law or any City rule or regulation.**

Section 4. The City Code of the City of Aurora, Colorado, is hereby amended by adding a section, to be numbered 114-107 which section reads as follows:

Sec. 114-107. – Abatement of unauthorized camps.

If the notice requirements of this article are met and if the City has enough shelter options available for all the individuals and families in an unauthorized camp the City Manager shall authorize the removal of any unauthorized camp from public property.

The City will not use this article to abate unauthorized camping in legally operable vehicles and lawfully registered recreational vehicles (RVs).

Section 5. The City Code of the City of Aurora, Colorado, is hereby amended by adding a section, to be numbered 114-108 which section reads as follows:

Sec. 114-108. – Prerequisites for abatement of unauthorized camps.

Available shelter option. The City of Aurora, Colorado, (“City”) must have enough shelter options available for all the individuals and families in an unauthorized camp before an unauthorized camp can be abated.

Section 6. The City Code of the City of Aurora, Colorado, is hereby amended by adding a section, to be numbered 114-109 which section reads as follows:

Sec. 114-109. – Notice requirements.

- (1) Verbal and written notices shall be provided to all occupants present in an unauthorized camp advising the occupants of the date and time of the abatement with an order the occupants must immediately leave the camp and remove their property. Any occupant present in the camp on the day of the abatement shall be offered placement in a shelter option and advised that services are available for them.**
- (2) Written notices shall also be attached to unattended property.**
- (3) Written notices shall be posted around the camp at intervals sufficient to advise anyone entering the camp of the intended date and time of the camp abatement. The city shall not repost notices if they are removed or destroyed prior to the abatement.**
- (4) Weather conditions or other acts of God may prevent abatement of the unauthorized camp on the abatement date stated in the notice. Therefore, the date of the abatement may occur on the date in the notice or within the next ten (10) days.**

Section 7. The City Code of the City of Aurora, Colorado, is hereby amended by adding a section, to be numbered 114-110 which section reads as follows:

Sec. 114-110. – Minimum notice period before an unauthorized camp may be abated.

- (1) 72-hour notice. No unauthorized camp will be abated until a minimum of 72-hours' notice, both verbal and written as required in section 114-109, has been provided to the occupants of a camp.**
- (2) Exceptions. The 72-hour notice requirement to abate an unauthorized camp does not apply and unauthorized camps may be ordered to immediately move and remove their property in the following situations:**
 - a. When a camp (or campers) is in a watercourse and there is an imminent threat of flooding due to a flash flood warning, flood warning, or flood watch issued by the National Weather Service.**
 - b. The unauthorized camp, camper, or camp property blocks, a fire exit, an exit route, or a means of egress in violation of Occupational Safety and Health Administration ("OSHA") Standard Number 1910.37(a)(3), and 29 CFR § 1910.37, as amended.**
 - c. When any person, vehicle, vessel, or other thing is ordered to move or be removed from a fire scene by the fire chief or officer of the fire department in charge at the scene of a fire or other emergency involving the protection of life or property, pursuant to International Fire Code § 104.11.**
 - d. When a camp is on a public sidewalk causing less than 36-inches of free travel.**
 - e. When a camp is in or along a public right-of-way or on a public sidewalk along a snow emergency route and the weather forecast is for snow that will require the snow emergency route to be plowed.**
 - f. When hazardous or explosive material is present.**

Section 8. Severability. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 9. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 10. 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 _____, 2022.


PASSED AND ORDERED PUBLISHED this _____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:



TIM JOYCE, Assistant City Attorney

Council Member Marcano's Amendments

Proposed Ordinance No. 2022-12

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ORDINANCE NO. 2022- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, ADDING A NEW SECTION TO BE NUMBERED 94-122 TO THE CITY CODE PERTAINING TO PROHIBITING UNAUTHORIZED CAMPING ON PUBLIC OR PRIVATE PROPERTY AND ADDING ARTICLE IV, SECTIONS 114-106 THROUGH 114-112 TO CHAPTER 114 PERTAINING TO ABATING UNAUTHORIZED CAMPS ON PUBLIC PROPERTY

WHEREAS, the act of unauthorized camping on public or private property tends to endanger the health and safety of those engaged in such camping as well as the public at large; and

WHEREAS, the unauthorized use of public or private property for camping where the property in question is neither intended nor designed as a camp site, campground, or site for temporary human habitation tends to impair, obstruct, and otherwise detract from the use of the property for its intended purpose; and

WHEREAS, abating unauthorized camps will promote aesthetics, sanitation, public health, and safety for individuals in an unauthorized camp and the citizens of the City; and

WHEREAS, the City has a legitimate governmental purpose in protecting public spaces from environmental damage, as well as the promotion of sanitation, public health, and safety.

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 section, to be numbered 94-122 which section reads as follows:

Sec. 94-122. – Unauthorized camping on public property prohibited.

- (1) It shall be unlawful for any person to camp on private property without the express written consent of the property owner or the owner's agent, except in any location where camping has been expressly authorized by the City.
- (2) It shall be unlawful for any person to camp on any public property, except in any location where camping has been expressly authorized by the City.

(3) No city employee authorized to issue a citation shall issue a citation, ~~make an arrest, temporarily detain,~~ or otherwise enforce this section ~~against a person camping on public property unless:~~

Commented [JM1]: Temporary detention is preferable to an arrest which may go on someone's record.

a. A city employee or a law enforcement official has issued the person in a camp a verbal or written order to move from the camp and take their property with them; and ~~that person has refused or failed to move; and~~

b. The City has an ~~indoor~~ shelter option ~~that is realistic, practicable, and safe~~ available for the person ordered to move from the camp and the person has been offered placement in the shelter option; ~~and that shelter has agreed to take the person; and the person has refused to move from the camp.~~

Commented [JM2]: Options must exist, meet the qualifications for what constitutes REAL shelter, have enough space for everyone subject to an abatement. I want to eliminate the possibility of using weasel words to justify abatement when no alternative currently exists.

c. ~~Exception to this section.~~ If a person is offered, ~~in writing,~~ a realistic, practicable, and safe shelter option ~~and the shelter option is available to that person and that person~~ ~~and~~ refuses to go to the shelter option ~~that has agreed to accept the person~~ and the person refuses or fails to move from the camp location when ordered this person may be issued a citation and is subject ~~to a temporary detention in order to facilitate the person's move to the available shelter, to arrest.~~

Commented [JM3]: Confirming that space exists AND is available must be part of the criteria for abatement.

(4) Any person ~~cited for and~~ convicted of violating this section shall not be subject to the General Penalty provisions as provided in section 1-13 of the City Code. ~~The maximum penalty for a conviction under this section shall be a fine of no more than \$25.00 and/or community service of no more than 8 hours. A violation of this section shall not constitute Disorderly Conduct pursuant to section 94-110(a)(5).~~

Commented [JM4]: Again, temporary detention is preferable to an arrest which may go on someone's record and make it more difficult for them to find housing, employment, etc.

(5) For purposes of this section:

a. *Camp or camping* means the use of property for the purpose of unauthorized overnight occupancy, or to reside or dwell on public property with shelter overnight, or the use of public property for the purpose of overnight occupancy or longer occupancy. The term "shelter" as used in this definition includes, without limitation, any tent, tarpaulin, lean-to, sleeping bag, bedroll, blankets, or any form of cover or protection from the elements other than clothing. The term "reside or dwell" includes, without limitation, conducting such activities as eating, sleeping, or the storage of personal possessions. Evidence of unauthorized camps includes, but is not limited to, sleeping, or making preparations to sleep by laying out personal belongings, bedding, bedroll(s), blanket(s), sleeping pad(s), sleeping bag(s), erecting or occupying a tent, makeshift shelter, lean-to, tarpaulin, enclosure, or other structure used for overnight living purposes, ~~or any form of cover or protection from the elements other than clothing,~~ or making preparations for a fire or making a fire

Commented [JM5]: If I'm not mistaken the AG's investigation yielded findings of Aurora overusing "refusal to obey a lawful order" leading to disorderly conduct charges which do return to the General Penalties in our code. The ordinance as written opens the possibility of continuing that practice, one which we should not encourage, and that in this instance would lead to direct criminalization of homelessness.

(except for fires at sites specifically designated or authorized for a fire by the Parks, Recreation and Open Space (PROS) department), setting up or using a camp stove, cooking device, or other type of heating source (except for grills and personal grills permitted in designated areas by PROS). Camp or camping can include using a vehicle for overnight occupancy where overnight occupancy or overnight camping violates City Code or a City rule or regulation or is not otherwise authorized by the City. Camping does not include napping during the day or picnicking.

- b. *Public property* means, by way of illustration, but not limited to a highway, highway median, any street, street median, road, road median, alley, sidewalk, strips of land between streets and sidewalks, lanes, catch basins, pedestrian or transit mall, bike path, greenway, public parking lot, or any other structure or area encompassed within the public right-of-way; any park, parkway, mountain park, open space, natural area, trail, beach, playground, or other publicly owned recreation facility; a municipal watercourse, bodies of water, watercourses, stormwater infrastructure such as, but not limited to, bridges, pipes, inlets and culverts; or any other grounds, buildings, or other facilities owned or leased by the city or by any other public entity, regardless of whether such public property is vacant or occupied and actively used for any public purpose.

Section 2. The City Code of the City of Aurora, Colorado, is hereby amended by adding an Article, to be numbered IV, to Chapter 114, which Article reads as follows:

Chapter 114. – Solid Waste

Article IV. - Abating Unauthorized Camps from Public Property

Section 3. The City Code of the City of Aurora, Colorado, is hereby amended by adding a section, to be numbered 114-106 which section reads as follows:

Sec. 114-106. – Definitions.

Abate or abatement means having the individuals in an unauthorized camp vacate the site and remove their personal property or property they desire to keep from the camp site so the City may clean and restore the site to its original intended lawful purpose.

City means the City of Aurora, Colorado, its departments, employees, and agents.

City Manager means the City Manager of the City of Aurora, Colorado, or designee.

City owned property means any property owned, leased, or controlled by the City.

Camp, camping, or encampment means the use of property for the purpose of unauthorized overnight occupancy, or to reside or dwell in a place, with shelter, or the use of property for the purpose of overnight occupancy or longer occupancy. Camp or camping includes the use of a vehicle for overnight occupancy where overnight occupancy or overnight camping if not permitted, violates City Code, violates a City rule or regulation, or is not otherwise permitted by the City. Camping does not include napping during the day or picnicking.

Evidence of unauthorized camps or unauthorized camping includes, but is not limited to:

- sleeping, or making preparations to sleep by laying out personal belongings, bedding, bedroll(s), blanket(s), sleeping pad(s), sleeping bag(s);
- erecting or occupying a tent, makeshift shelter, lean-to, tarpaulin, enclosure, or other structure used for human habitation, ~~or any form of cover or protection from the elements other than clothing~~; or
- making a fire or making preparations for a fire (except for fires at sites specifically designated or authorized for a fire by the Parks, Recreation and Open Space (PROS) Department), setting up or using a camp stove, cooking device, or other heating source (except for grills and personal grills permitted in designated areas by PROS).

Commented [JM6]: Such an overbroad definition opens the possibility of people being cited for camping for using a blanket while reading a book on a bench at night, for example. I do not want this written in such a way that it could be used to harass people.

Overnight means between the hours of 11:00 p.m. and 5:00 a.m., unless otherwise posted.

Personal property means an item that is readily apparent as belonging to an individual and has apparent value or utility in its present condition. Examples of personal property include, but is not limited to, structurally sound tents, clothing, shoes, jackets, tarpaulins, sleeping bags, bedrolls, blankets, backpacks, duffel bags, assembled bicycles, tools, watches, jewelry, audio/visual equipment, medications, toiletries, eyeglasses, purses, handbags, books, and baby strollers. Personal property does not include building materials, metal, shopping carts, disassembled bicycles, makeshift shelters, rigid plastic, garbage, trash, rubbish, debris, litter, or waste.

Public property means, by way of illustration, but not limited to a highway, highway median, any street, street median, road, road median, alley, sidewalk, strips of land between streets and sidewalks, lanes, catch basins, pedestrian or transit mall, bike path, greenway, public parking lot, or any other structure or area encompassed within the public right-of-way; any park, parkway, mountain park, open space, natural area, trail, beach, playground, or other publicly owned recreation facility; a municipal watercourse, bodies of water, watercourses, stormwater infrastructure such as, but not limited to, bridges, pipes, inlets and culverts; or any other grounds, buildings, or other facilities owned or leased by the city or by any other public entity, regardless of whether such public property is vacant or occupied and actively used for any public purpose.

Public right-of-way means an area of land dedicated to the public in fee simple title conveyed to the city for drainage, pedestrian, utility, street lighting, landscaping, roadway, or other purposes.

Reside or dwell means and includes, without limitation, conducting such activities as eating, sleeping, making preparation to sleep, or the storage of personal possessions. Residing or dwelling does not include napping during the day or picnicking.

Shelter, as used in the definition of camping, means and includes, without limitation, a tent, tarpaulin, lean-to, sleeping bag, or bedroll, ~~blankets, or any form of cover or protection from the elements other than clothing.~~

Commented [JM7]: Blankets do not need to be specifically called out as the ordinance's definition of preparing a camp site and sleeping outdoors already cover the act of camping and the act of sleeping. Blankets can be an accessory to that behavior but have other uses that don't involve camping or sleeping.

Unauthorized camp means to use public property for camping or to camp where camping is not expressly authorized by the City, or the use of public property for camping or to camp that violates the law or any City rule or regulation.

Section 4. The City Code of the City of Aurora, Colorado, is hereby amended by adding a section, to be numbered 114-107 which section reads as follows:

Sec. 114-107. – Abatement of unauthorized camps.

If the notice requirements of this article are met and if the City has enough realistic, practicable, and safe shelter options available for all the individuals and families in an unauthorized camp and the realistic, practicable, and safe indoor available shelter options will accept all of the individuals and families in an unauthorized camp, the City Manager shall authorize the removal of any unauthorized camp from public property.

The City will not use this article to abate unauthorized camping in legally operable vehicles and lawfully registered recreational vehicles (RVs).

Section 5. The City Code of the City of Aurora, Colorado, is hereby amended by adding a section, to be numbered 114-108 which section reads as follows:

Sec. 114-108. – Prerequisites for abatement of unauthorized camps.

Available shelter option. The City of Aurora, Colorado, (“City”) must have enough realistic, practicable, and safe indoor shelter options available for all the individuals and families in an unauthorized camp and the realistic, practicable, and safe indoor available shelter options must be willing to accept all of the individuals and families in an unauthorized camp before an unauthorized camp can be abated.

Section 6. The City Code of the City of Aurora, Colorado, is hereby amended by adding a section, to be numbered 114-109 which section reads as follows:

Sec. 114-109. – Notice requirements.

- (1) Verbal and written notices shall be provided to all occupants present in an unauthorized camp advising the occupants of the date and time of the abatement with an order the occupants must immediately leave the camp and remove their property. Any occupant present in the camp on the day of the abatement shall be offered placement in a shelter option which has agreed to accept the person and advised that services are available for them.
- (2) Written notices shall also be attached to unattended property.
- (3) Written notices shall be posted around the camp at intervals sufficient to advise anyone entering the camp of the intended date and time of the camp abatement. The city shall not repost notices if they are removed or destroyed prior to the abatement.
- (4) Weather conditions or other acts of God may prevent abatement of the unauthorized camp on the abatement date stated in the notice. Therefore, the date of the abatement may occur on the date in the notice or within the next ten (10) days.

Section 7. The City Code of the City of Aurora, Colorado, is hereby amended by adding a section, to be numbered 114-110 which section reads as follows:

Sec. 114-110. – Minimum notice period before an unauthorized camp may be abated.

- (1) ~~72-hour notice.~~ Seven Day Notice. No unauthorized camp will be abated until a minimum of ~~72-hours~~seven days’ notice, both verbal and written as required in section 114-109, has been provided to the occupants of a camp.
- (2) Exceptions. The ~~72-hour~~seven days’ notice requirement to abate an unauthorized camp does not apply and unauthorized camps may be ordered to immediately move and remove their property in the following situations:
 - a. When a camp (or campers) is in a watercourse and there is an imminent threat of flooding due to a flash flood warning, flood warning, or flood watch issued by the National Weather Service.
 - b. The unauthorized camp, camper, or camp property blocks, a fire exit, an exit route, or a means of egress in violation of Occupational Safety and Health Administration (“OSHA”) Standard Number 1910.37(a)(3), and 29 CFR § 1910.37, as amended.
 - c. When any person, vehicle, vessel, or other thing is ordered to move or be removed from a fire scene by the fire chief or officer of the fire department in charge at the scene of a fire or other emergency involving the protection of life or property, pursuant to International Fire Code § 104.11.
 - d. When a camp is on a public sidewalk causing less than 36-inches of free travel.
 - e. When a camp is in or along a public right-of-way or on a public sidewalk along a snow emergency route and the weather forecast is for snow that will require the snow emergency route to be plowed.

Commented [JM8]: I believe we should adopt the seven-day notice from Denver as a precaution. An earlier version of this ordinance respected that court order and I believe not following that practice puts Aurora at risk for a similar suit.

f. When hazardous or explosive material is present.

Section 8. Severability. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 9. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 10. 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 _____, 2022.

PASSED AND ORDERED PUBLISHED this ____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

TIM JOYCE, Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: AN ORDINANCE OF THE CITY OF AURORA, COLORADO EXCLUDING CERTAIN PROPERTIES FROM THE BOUNDARIES OF THE PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NUMBER ONE AND INCLUDING CERTAIN PROPERTY INTO THE BOUNDARIES OF PAINTED PRAIRIE BUSINESS IMPROVEMENT DIST

Item Initiator: Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance

Staff Source/Legal Source: Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance/
Hanosky Hernandez, Assistant City Attorney II

Outside Speaker:

Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 2/7/2022

Regular Meeting: 2/14/2022

ITEM DETAILS:

- AN ORDINANCE OF THE CITY OF AURORA, COLORADO EXCLUDING CERTAIN PROPERTIES FROM THE BOUNDARIES OF THE PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NUMBER ONE AND INCLUDING CERTAIN PROPERTY INTO THE BOUNDARIES OF PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NUMBER ONE AND NUMBER TWO.
- No waiver
- No Sponsor
- Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance / Hanosky Hernandez, Assistant City Attorney II
- Estimated Presentation/discussion time: 0/0

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

- | | |
|-----------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input checked="" type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 1/25/2022

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

- | | |
|-----------------------------------------------------------|-----------------------------------------------------------|
| <input checked="" type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input checked="" type="checkbox"/> 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.)

Pursuant to the provisions of the "Business Improvement District Act" of Colorado Revised Statutes, The Painted Prairie Business Improvement Districts (BID) Nos. 1 and 2 were approved by City Council in 2017. Following the formation of the district, the developer and property owner modified development plans for the property and as such, need to modify the boundaries of the BID.

This item was presented to the Management and Finance Committee on January 25, 2022 and received a recommendation to move forward to Study Session.

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

The petitions for the proposed Painted Prairie BID Nos 1 and 2 inclusions and exclusions are attached. The developer of the project and owner of the undeveloped property within the BID boundaries have modified their development plans for the property located within the districts. As such, this request is to include property which is intended for commercial development within the boundaries of the BIDs as described in the attached petitions. In addition, the BIDs must exclude any land classified as residential from their boundaries.

QUESTIONS FOR COUNCIL

Does Council wish to move this item forward to the next Regular City Council Agenda for formal action?

LEGAL COMMENTS

The City Council is vested with the jurisdiction to create and establish business improvement districts within the boundaries of the City. (Sec. 31-25-1204, C.R.S.) City Council passed Ordinances 2017-36 and 2017-37 and declared the Painted Prairie Business Improvement Districts One and Two respectively organized. During or after the formation of any Business Improvement District, any property owner may request that a property may be included or excluded from the district. (Sec. 31-25-1220 (5), C.R.S.) **After Council's approval the property in question requesting inclusion will be** subject to a levy of taxes for the payment of its proportionate share of any future indebtedness of the District, and the properties requesting exclusion would be excluded from the District without any indebtedness since none of the districts have issued any debt. (Hernandez)

PUBLIC FINANCIAL IMPACT

- ☐ YES ☒ NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

☐ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain: Impact is unknown at this time as debt has not been issued.

WILLIAM P. ANKELE, JR.
JENNIFER GRUBER TANAKA
CLINT C. WALDRON
KRISTIN BOWERS TOMPKINS
ROBERT G. ROGERS
BLAIR M. DICKHONER
GEORGE M. ROWLEY

OF COUNSEL:
KRISTEN D. BEAR
K. SEAN ALLEN
TRISHA K. HARRIS
ZACHARY P. WHITE
HEATHER L. HARTUNG
MEGAN J. MURPHY



EVE M. G. VELASCO
AUDREY G. JOHNSON
CAREY S. SMITH V
ERIN K. STUTZ
JON L. WAGNER
NELSON G. DUNFORD

January 13, 2022

VIA EMAIL

Cesarina Dancy
Project Manager
Office of Development Assistance
City of Aurora
cdancy@auroragov.org

Re: Painted Prairie Business Improvement District Nos. 1 & 2 Petitions for Exclusion and Inclusion of Property

Dear Ms. Dancy:

White Bear Ankele Tanaka & Waldron represents the Painted Prairie Business Improvement District Number One and the Painted Prairie Business Improvement District Number Two (collectively, the **"BIDs"**). The BIDs are seeking to exclude and include certain property into their respective boundaries.

The City Council for the City of Aurora (the **"City Council"**) approved Ordinance No. 2017-36 Organizing the Painted Prairie Business Improvement District Number One on September 25, 2017. The City Council approved Ordinance No. 2017-37 Organizing the Painted Prairie Business Improvement District Number Two on September 25, 2017. The City Council f approved the Amended and Restated Consolidated Service Plan for Painted Prairie Metropolitan District Nos. 1-9 on July 24, 2017 pursuant to Resolution No. R2017-49. The City Council approved the Consolidated Service Plan for Painted Prairie Metropolitan District Nos. 10-12 on August 5, 2019 pursuant to Resolution No. R2019-64. The BIDs and Painted Prairie Metropolitan District Nos. 1-12 (collectively, the **"Metro Districts"**) are collectively referred to herein as the **"Districts."**

The developer of the project and owner of the undeveloped property within the Districts' boundaries, Painted Prairie Owner, LLC, has modified its development plan for the property located within the Districts' boundaries. Certain lots and tracts intended for residential development are in the boundaries of the BIDs. Pursuant to C.R.S. § 31-25-1208(2), no tract of land which is classified for property tax purposes as residential or agricultural shall be included in the boundaries of a business improvement district. As a result, the BIDs must exclude those lots

and tracts intended for residential development within its boundaries as described in the enclosed Petitions for Exclusion. As of the date of this letter, the BIDs have not issued any debt.

The developer of the project and owner of the undeveloped property within the Districts' boundaries desires to include property which is intended for commercial development within the boundaries of the BIDs as described in the enclosed Petitions for Inclusion.

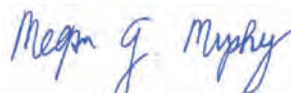
Therefore, in accordance with C.R.S. § 31-25-1220, the following documents are enclosed for consideration:

1. Copy of the executed Petition for Exclusion of Property from Painted Prairie Business Improvement District Number One;
2. Copy of the executed Petition for Inclusion of Property into Painted Prairie Business Improvement District Number One;
3. Copy of the executed Petition for Exclusion of Property from Painted Prairie Business Improvement District Number Two;
4. Copy of the executed Petition for Inclusion of Property into Painted Prairie Business Improvement District Number Two;
5. Proposed Notice of Exclusion for publication in the Aurora Sentinel, required to be coordinated by the City Clerk in accordance with C.R.S. § 31-25-1220(1);
6. Proposed Notice of Inclusion for publication in the Aurora Sentinel, required to be coordinated by the City Clerk in accordance with C.R.S. § 31-25-1220(1);
7. Proposed Ordinance Excluding Certain Property from and Including Certain Property into the boundaries of Painted Prairie Business Improvement District Number One; and
8. Proposed Ordinance Excluding Certain Property from and Including Certain Property into the boundaries of Painted Prairie Business Improvement District Number Two.

The BIDs requests that the City Council approve the statutorily required exclusion and inclusion as soon as possible in order to facilitate development within the project. Please contact our office if you have any questions or concerns. Thank you.

Sincerely,

WHITE BEAR ANKELE TANAKA & WALDRON



Megan J. Murphy
Of Counsel

Encl.

**PETITION FOR EXCLUSION OF PROPERTY
FROM
PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NUMBER ONE**

TO: City Council, City of Aurora, Colorado:

The undersigned, Painted Prairie Owner, LLC, a Delaware limited liability company, hereby respectfully petitions the City Council of the City of Aurora in accordance with the provisions of Section 31-25-1220, C.R.S., for the exclusion of the hereinafter described property from Painted Prairie Business Improvement District Number One (the "**District**").

The undersigned hereby requests that the property described in **Exhibit A**, attached hereto and incorporated herein (the "**Property**") be excluded from the District and that an Ordinance be adopted by the City Council excluding the Property from the District, and that from and after the effective date of such Ordinance, the Property shall no longer be liable for assessments and other obligations of the District.

The undersigned represents to the City Council it is the owner of the Property and that no other persons, entity or entities own an interest therein except as beneficial holders of encumbrances.

Acceptance of the Petition shall be deemed to have occurred at that time when the City Council sets the date for the public hearing for consideration of the Petition.

The undersigned agrees that it shall pay or provide in full the fees and costs the City incurs for the publication of notice of the hearing on exclusion, publication of the ordinance approving the exclusion (if any), filing and recording fees, and all other costs of exclusion of the land from the District, whether or not such exclusion is approved.

The legal description of said property situated in the County of Adams, State of Colorado, is attached hereto as **Exhibit A**.

This is a verified petition.

Petitioner: Painted Prairie Owner, LLC, a Delaware limited liability company

By: 
Name: Donald Provost
Title: Manager

Petitioner's
Street Address:

10100 Santa Monica Blvd., Suite 1000
Los Angeles, CA 90067

STATE OF Colorado)
) ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 19 day of November, 2021, by Donald Provost, as Manager of Painted Prairie Owner, LLC, a Delaware limited liability company, Petitioner.

Witness my hand and official seal.

My commission expires: June 11, 2025



Michelle Sanchez
Notary Public

EXHIBIT A

Painted Prairie Improvement District Number One Petition for Exclusion

LEGAL DESCRIPTION

LEGAL DESCRIPTION – PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NO. 1

A PARCEL BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 11, AND CONSIDERING THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, BEING MONUMENTED AS SHOWN ON THE ATTACHED EXHIBIT, TO BEAR NORTH 00°13'50" WEST, A DISTANCE OF 2858.83 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 18°41'27" WEST, A DISTANCE OF 227.38 FEET TO A POINT BEING 72.00 FEET, BY PERPENDICULAR MEASUREMENT, WESTERLY OF THE EAST LINE OF SAID SOUTHEAST QUARTER, SAID POINT BEING THE POINT OF BEGINNING;

THENCE SOUTH 89°46'10" WEST, A DISTANCE OF 105.00 FEET;

THENCE NORTH 00°13'50" WEST, A DISTANCE OF 105.00 FEET;

THENCE NORTH 89°46'10" EAST, A DISTANCE OF 105.00 FEET TO A POINT BEING 72.00 FEET, BY PERPENDICULAR MEASUREMENT, WESTERLY OF THE EAST LINE OF SAID SOUTHEAST QUARTER;

THENCE SOUTH 00°13'50" EAST PARALLEL WITH SAID EAST LINE, 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 THESE DESCRIPTIONS 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.


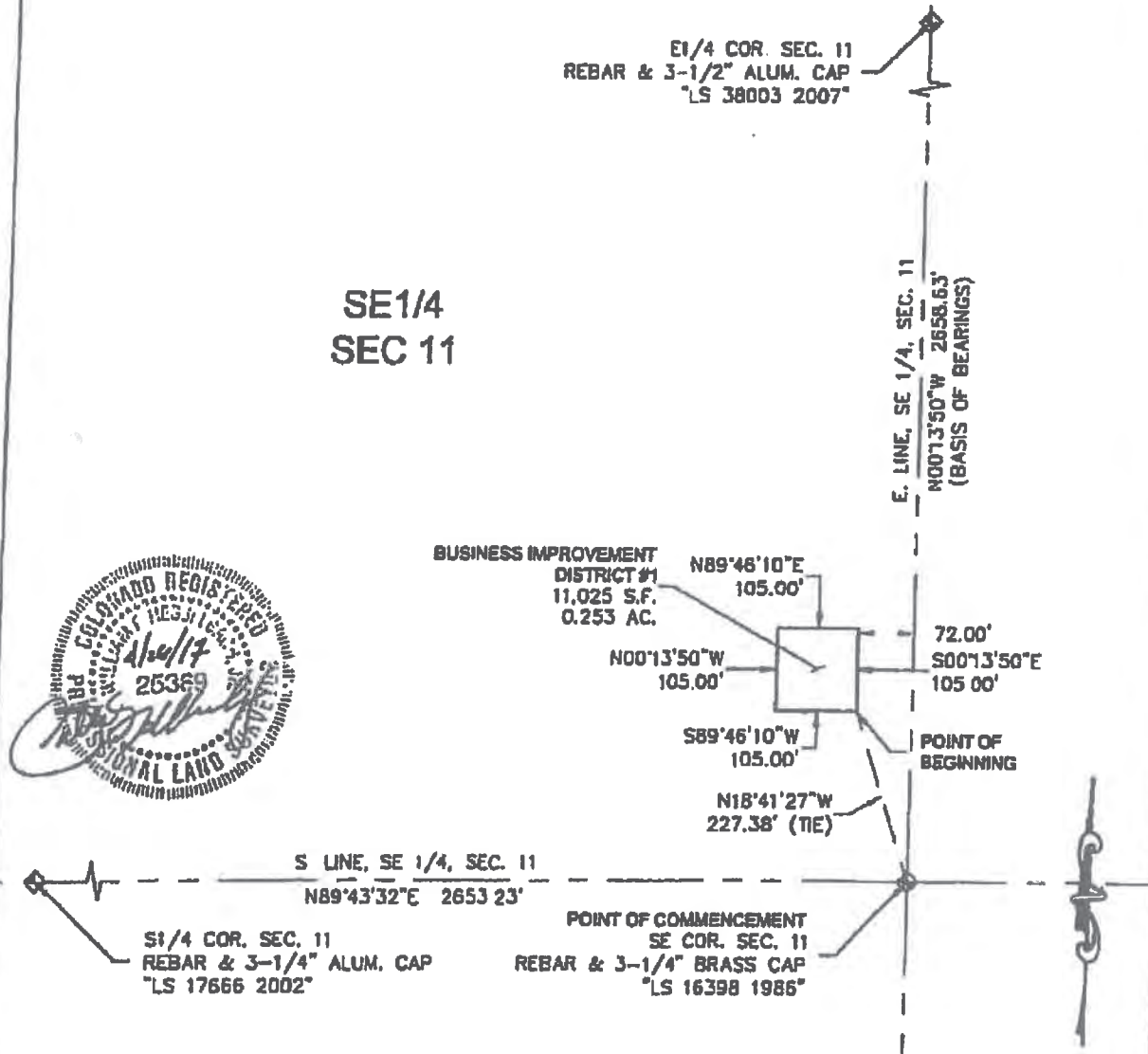

**WILLIAM F. HESSELBACH JR., P.L.S. 25339
FOR AND ON BEHALF OF
CVL CONSULTANTS OF COLORADO, INC.
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112**



ILLUSTRATION FOR EXHIBIT



OWNER:
WF PRAIRIE LLC
5500 GREENWOOD PLAZA BLVD., STE 220
GREENWOOD VILLAGE, CO 80111

200 100 0 200 400

SCALE: 1" = 200'

THE ABOVE DESCRIBED PARCEL CONTAINS 11,025 SQUARE FEET OR (0.253 ACRE) MORE OR LESS.
This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

**PAINTED PRAIRIE BUSINESS IMPROVEMENT
DISTRICT NO. 1**

**A PARCEL OF LAND SITUATED WITHIN THE
SOUTHEAST QUARTER OF SECTION 11, T3S,
R66W, 6TH P.M., CITY OF AURORA, ADAMS
COUNTY, COLORADO.**

DRAWN BY:	SCALE:	P.L.O.W. FILE NUMBER
MJP	1" = 200'	
CHECKED BY:	DATE:	JOB NUMBER:
WFH	4/25/2017	30175604

**PETITION FOR INCLUSION OF PROPERTY
INTO
PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NUMBER ONE**

TO: City Council, City of Aurora, Colorado:

The undersigned, Painted Prairie Owner, LLC, a Delaware limited liability company, hereby respectfully petitions the City Council of the City of Aurora in accordance with the provisions of Section 31-25-1220, C.R.S., for the inclusion of the hereinafter described property into Painted Prairie Business Improvement District Number One (the "**District**").

The undersigned hereby requests that the property described in **Exhibit A**, attached hereto and incorporated herein (the "**Property**") be included in the District and that an Ordinance be adopted by the City Council including the Property into the District, and that from and after the effective date of such Ordinance, the Property shall be liable for assessments and other obligations of the District.

The undersigned represents to the City Council it is the owner of the Property and that no other persons, entity or entities own an interest therein except as beneficial holders of encumbrances.

Acceptance of the Petition shall be deemed to have occurred at that time when the City Council sets the date for the public hearing for consideration of the Petition.

The undersigned agrees that it shall pay or provide in full the fees and costs the City incurs for the publication of notice of the hearing on inclusion, publication of the ordinance approving the inclusion (if any), filing and recording fees, and all other costs of inclusion of the land into said District, whether or not such inclusion is approved.

The legal description of said property situated in the County of Adams, State of Colorado, is attached hereto as **Exhibit A**.

This is a verified petition.

Petitioner: Painted Prairie Owner, LLC, a Delaware limited liability company

By: _____
Name: Donald Provost
Title: Manager

Petitioner's
Street Address:

10100 Santa Monica Blvd., Suite 1000
Los Angeles, CA 90067

STATE OF Colorado)
) ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 19 day of November, 2021, by Donald Provost, as Manager of Painted Prairie Owner, LLC, a Delaware limited liability company, Petitioner.

Witness my hand and official seal.

My commission expires: June 11, 2025



Michelle Sanchez
Notary Public

EXHIBIT A

Painted Prairie Improvement District Number One Petition for Inclusion

LEGAL DESCRIPTION

EXHIBIT A

NW 1/4, SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
-----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO-----

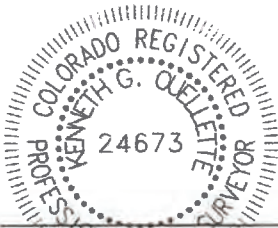
PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

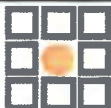
BEARINGS ARE ASSUMED AND ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING S89°55'04"W BETWEEN THE NORTH QUARTER CORNER OF SAID SECTION 11 AND THE NORTHWEST CORNER OF SAID SECTION 11. BASED ON THE CITY OF AURORA HORIZONTAL CONTROL NETWORK, COLORADO STATE PLANE CENTRAL ZONE 1983/1992 HARN. THIS DESCRIPTION UTILIZED RECORDED DOCUMENTS FROM THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND SHOULD NOT BE RELIED UPON AS SUCH.

COMMENCING AT SAID NORTH QUARTER CORNER OF SECTION 11;
THENCE S85°32'41"W A DISTANCE OF 1202.76 FEET TO THE **POINT OF BEGINNING**;
THENCE S00°29'13"E A DISTANCE OF 120.00 FEET;
THENCE N89°30'47"E A DISTANCE OF 95.00 FEET;
THENCE S00°29'13"E A DISTANCE OF 91.74 FEET;
THENCE N86°11'09"W A DISTANCE OF 170.48 FEET;
THENCE N00°29'13"W A DISTANCE OF 198.96 FEET;
THENCE N89°30'47"E A DISTANCE OF 75.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 0.540 ACRES, MORE OR LESS.



KENNETH G. QUELETTE, P.L.S. 24673
DATE: SEPTEMBER 7, 2021
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY



MERRICK®

5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

BID 1

DATE: 9/7/21

SHEET: 1 OF 2

ILLUSTRATION FOR EXHIBIT A

NW COR SEC 11
T3S, R66W, 6TH P.M.

E. 64TH AVENUE
(PUBLIC ROW VARIES)

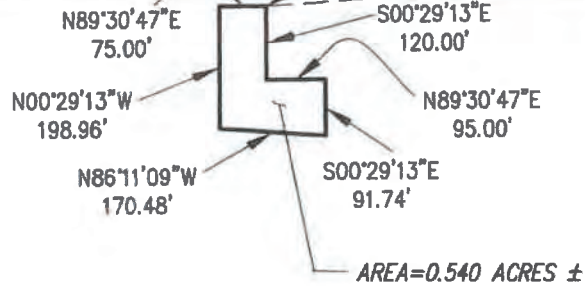
POINT OF COMMENCEMENT
N 1/4 CORNER SEC 11
T3S, R66W, 6TH P.M.

BASIS OF BEARINGS

NORTH LINE, NW 1/4 SEC 11, S89°55'04"W 2645.51'

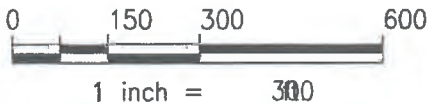
POINT OF BEGINNING

S85°32'41"W 1202.76' (TIE)

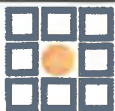


N. LISBON STREET
(PUBLIC ROW VARIES)

NW 1/4
SEC 11
T3S, R66W
6TH P.M.



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

BID 1

DATE: 9/7/21

SHEET: 2 OF 2

**PETITION FOR EXCLUSION OF PROPERTY
FROM
PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NUMBER TWO**

TO: City Council, City of Aurora, Colorado:

The undersigned, Painted Prairie Owner, LLC, a Delaware limited liability company, hereby respectfully petitions the City Council of the City of Aurora in accordance with the provisions of Section 31-25-1220, C.R.S., for the exclusion of the hereinafter described property from Painted Prairie Business Improvement District Number Two (the "**District**").

The undersigned hereby requests that the property described in **Exhibit A**, attached hereto and incorporated herein (the "**Property**") be excluded from the District and that an Ordinance be adopted by the City Council excluding the Property from the District, and that from and after the effective date of such Ordinance, the Property shall no longer be liable for assessments and other obligations of the District.

The undersigned represents to the City Council it is the owner of the Property and that no other persons, entity or entities own an interest therein except as beneficial holders of encumbrances.

Acceptance of the Petition shall be deemed to have occurred at that time when the City Council sets the date for the public hearing for consideration of the Petition.

The undersigned agrees that it shall pay or provide in full the fees and costs the City incurs for the publication of notice of the hearing on exclusion, publication of the ordinance approving the exclusion (if any), filing and recording fees, and all other costs of exclusion of the land from the District, whether or not such exclusion is approved.

The legal description of said property situated in the County of Adams, State of Colorado, is attached hereto as **Exhibit A**.

This is a verified petition.

Petitioner: Painted Prairie Owner, LLC, a Delaware limited liability company

By: 
Name: Donald Provost
Title: Manager

Petitioner's
Street Address:

10100 Santa Monica Blvd., Suite 1000
Los Angeles, CA 90067

STATE OF Colorado)
) ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 19 day of November, 2021, by Donald Provost, as Manager of Painted Prairie Owner, LLC, a Delaware limited liability company, Petitioner.

Witness my hand and official seal.

My commission expires: June 11, 2025



Notary Public

EXHIBIT A

Painted Prairie Improvement District Number Two Petition for Exclusion

LEGAL DESCRIPTION

LEGAL DESCRIPTION - PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NO. 2

A PARCEL BEING A PART OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 11, AND CONSIDERING THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11, BEING MONUMENTED AS SHOWN ON THE ATTACHED EXHIBIT, TO BEAR NORTH 89°55'04" EAST, A DISTANCE OF 2845.51 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 84°23'46" EAST, A DISTANCE OF 726.88 FEET TO A POINT BEING 72.00 FEET, BY PERPENDICULAR MEASUREMENT, SOUTHERLY OF THE NORTH LINE OF SAID NORTHWEST QUARTER, SAID POINT BEING THE POINT OF BEGINNING;

THENCE NORTH 89°55'04" EAST PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 105.00 FEET;

THENCE SOUTH 00°04'55" EAST, A DISTANCE OF 106.00 FEET;

THENCE SOUTH 89°55'04" WEST, A DISTANCE OF 111.32 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 527.00 FEET, A CENTRAL ANGLE OF 08°48'40", AN ARC LENGTH OF 60.74 FEET, THE CHORD OF WHICH BEARS NORTH 04°23'20" EAST, 80.86 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 24.59 FEET TO THE POINT OF BEGINNING,

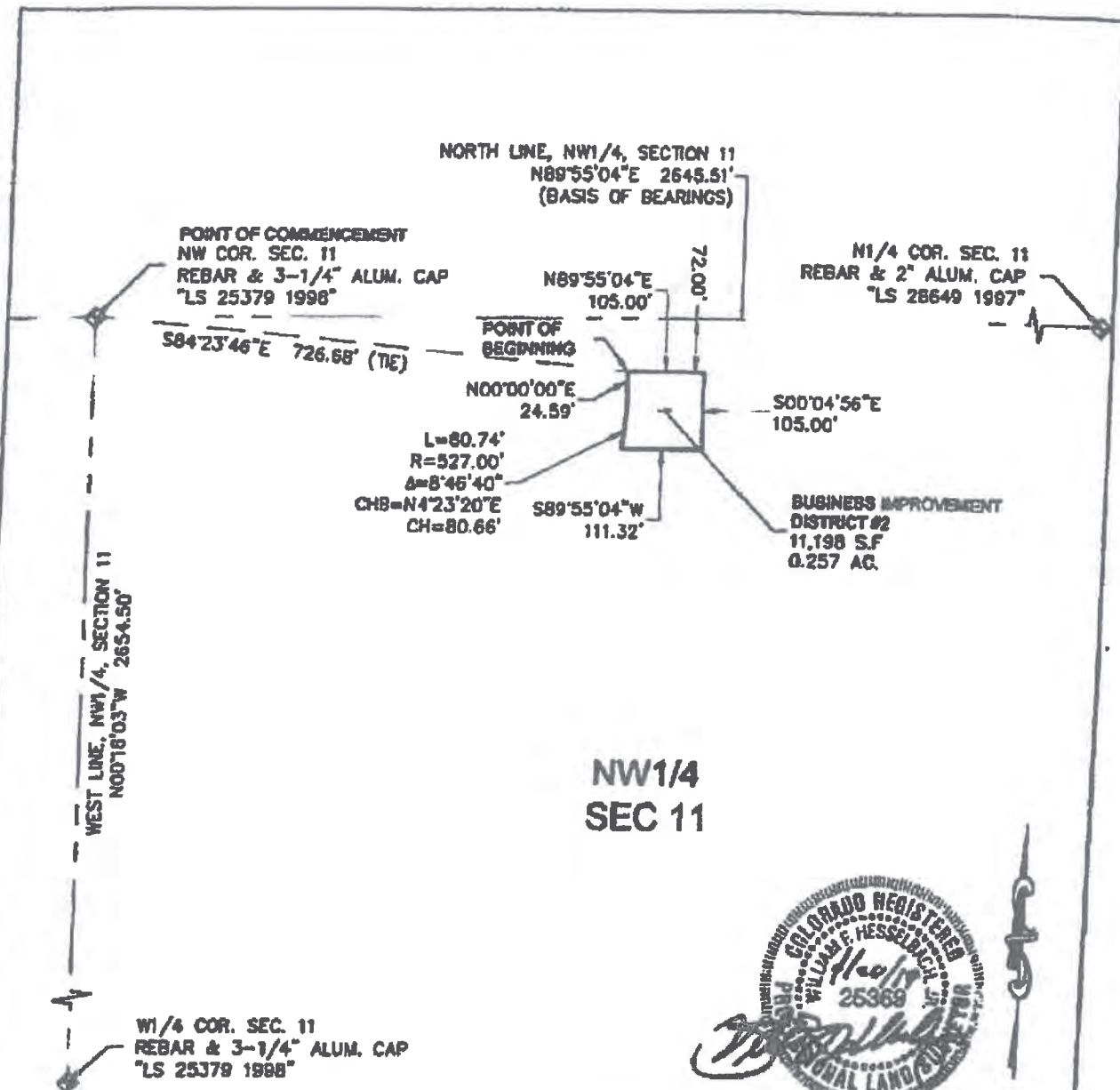
SAID PARCEL CONTAINING A CALCULATED AREA OF 11,198 SQUARE FEET OR 0.257 ACRE, MORE OR LESS.

THE LINEAL UNIT USED IN THE PREPARATION OF THESE DESCRIPTIONS 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. 2836
FOR AND ON BEHALF OF
CVL CONSULTANTS OF COLORADO, INC.
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112





OWNER:
WF PRAIRIE LLC
5600 GREENWOOD PLAZA BLVD., STE 220
GREENWOOD VILLAGE, CO 80111

200 100 0 200 400

SCALE: 1" = 200'

THE ABOVE DESCRIBED PARCEL CONTAINS 11,198 SQUARE FEET OR (0.257 ACRE) MORE OR LESS.
This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

PAINTED PRAIRIE BUSINESS IMPROVEMENT
DISTRICT NO. 2

A PARCEL OF LAND SITUATED WITHIN THE
NORTHWEST QUARTER OF SECTION 11, T3S,
R86W, 6TH P.M., CITY OF AURORA, ADAMS
COUNTY, COLORADO.

DRAWN BY:	MJP	SCALE:	1" = 200'	R.O.R. FILE NUMBER
CHECKED BY:	WTH	DATE:	4/25/2017	JOB NUMBER:
				30175604

**PETITION FOR INCLUSION OF PROPERTY
INTO
PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NUMBER TWO**

TO: City Council, City of Aurora, Colorado:

The undersigned, Painted Prairie Owner, LLC, a Delaware limited liability company, hereby respectfully petitions the City Council of the City of Aurora in accordance with the provisions of Section 31-25-1220, C.R.S., for the inclusion of the hereinafter described property into Painted Prairie Business Improvement District Number Two (the "**District**").

The undersigned hereby requests that the property described in **Exhibit A**, attached hereto and incorporated herein (the "**Property**") be included in the District and that an Ordinance be adopted by the City Council including the Property into the District, and that from and after the effective date of such Ordinance, the Property shall be liable for assessments and other obligations of the District.

The undersigned represents to the City Council it is the owner of the Property and that no other persons, entity or entities own an interest therein except as beneficial holders of encumbrances.

Acceptance of the Petition shall be deemed to have occurred at that time when the City Council sets the date for the public hearing for consideration of the Petition.

The undersigned agrees that it shall pay or provide in full the fees and costs the City incurs for the publication of notice of the hearing on inclusion, publication of the ordinance approving the inclusion (if any), filing and recording fees, and all other costs of inclusion of the land into said District, whether or not such inclusion is approved.

The legal description of said property situated in the County of Adams, State of Colorado, is attached hereto as **Exhibit A**.

This is a verified petition.

Petitioner: Painted Prairie Owner, LLC, a Delaware limited liability company

By: 
Name: Donald Provost
Title: Manager

Petitioner's
Street Address:

10100 Santa Monica Blvd., Suite 1000
Los Angeles, CA 90067

STATE OF Colorado)
COUNTY OF Arapahoe) ss.
)

The foregoing instrument was acknowledged before me this 19 day of November, 2021, by Donald Provost, as Manager of Painted Prairie Owner, LLC, a Delaware limited liability company, Petitioner.

Witness my hand and official seal.

My commission expires: June 11, 2025



Michelle Sanchez
Notary Public

EXHIBIT A

Painted Prairie Improvement District Number Two Petition for Inclusion

LEGAL DESCRIPTION

EXHIBIT A

NW 1/4, SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
-----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO-----

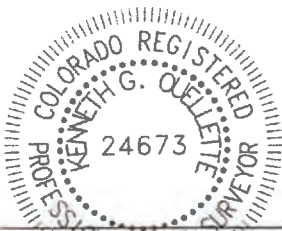
PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

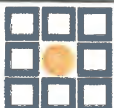
BEARINGS ARE ASSUMED AND ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING S89°55'04"W BETWEEN THE NORTH QUARTER CORNER OF SAID SECTION 11 AND THE NORTHWEST CORNER OF SAID SECTION 11. BASED ON THE CITY OF AURORA HORIZONTAL CONTROL NETWORK, COLORADO STATE PLANE CENTRAL ZONE 1983/1992 HARN. THIS DESCRIPTION UTILIZED RECORDED DOCUMENTS FROM THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND SHOULD NOT BE RELIED UPON AS SUCH.

COMMENCING AT SAID NORTH QUARTER CORNER OF SECTION 11;
THENCE S85°32'41"W A DISTANCE OF 1202.76 FEET TO THE **POINT OF BEGINNING**;
THENCE S00°29'13"E A DISTANCE OF 198.96 FEET;
THENCE S89°30'47"W A DISTANCE OF 170.00 FEET;
THENCE N00°29'13"W A DISTANCE OF 78.96 FEET;
THENCE N89°30'47"E A DISTANCE OF 95.00 FEET;
THENCE N00°29'13"W A DISTANCE OF 120.00 FEET;
THENCE N89°30'47"E A DISTANCE OF 75.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 0.515 ACRES, MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: SEPTEMBER 7, 2021
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY



MERRICK®

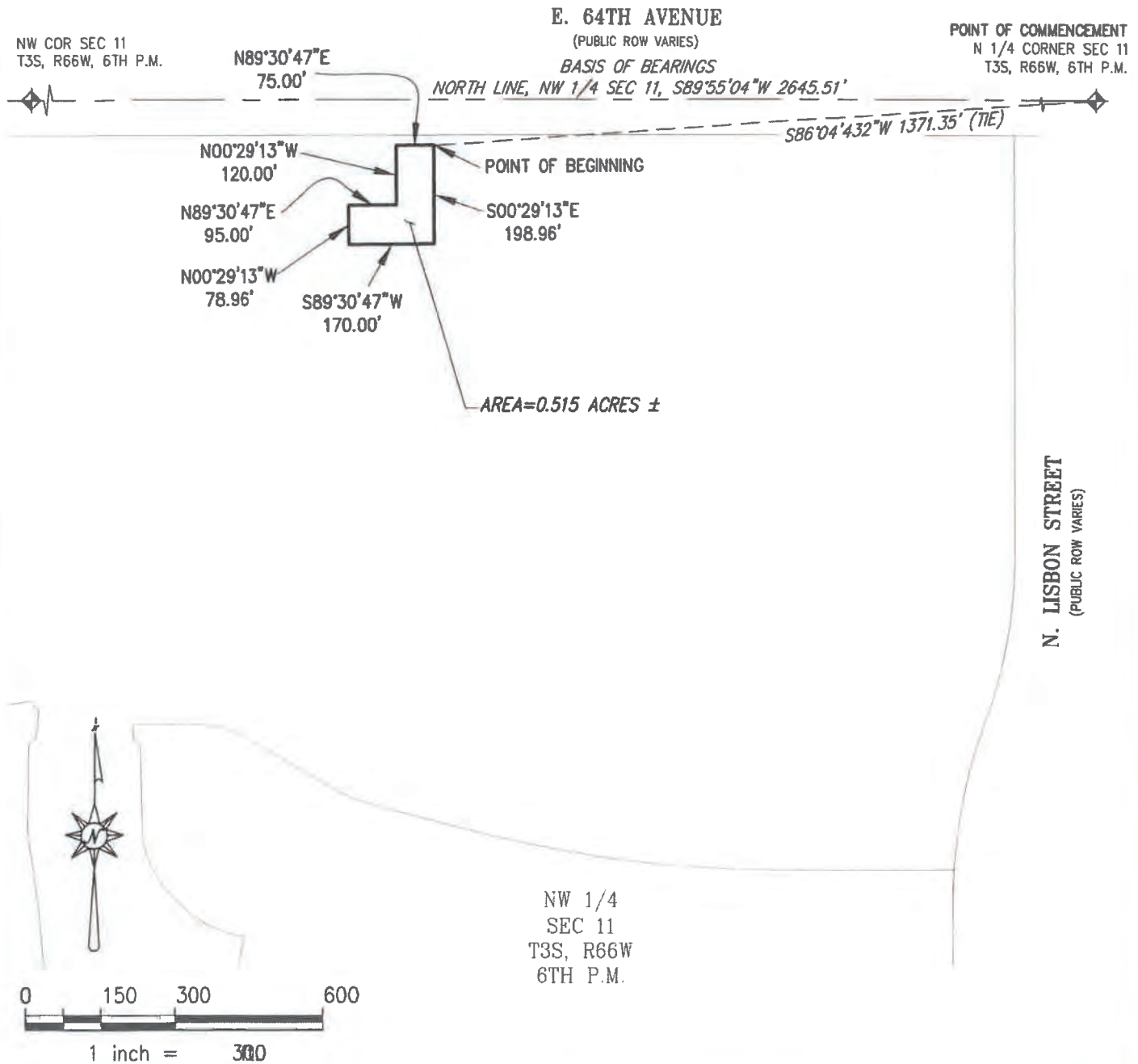
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

BID 2

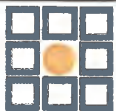
DATE: 9/7/21

SHEET: 1 OF 2

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

BID 2

DATE: 9/7/21

SHEET: 2 OF 2

NOTICE OF PUBLIC HEARING ON EXCLUSION OF PROPERTY

NOTICE IS HEREBY GIVEN to all interested persons that a Petition for Exclusion of Property (the “District Number One Petition”) has been or is expected to be filed with the City of Aurora requesting the property described below be excluded from Painted Prairie Business Improvement District Number One, City of Aurora, Adams County, Colorado (the “District Number One”).

NOTICE IS HEREBY GIVEN to all interested persons that a Petition for Exclusion of Property (the “District Number Two Petition” and together with the District Number One Petition the “Petitions”) has been or is expected to be filed with the City of Aurora requesting the property described below be excluded from Painted Prairie Business Improvement District Number Two, City of Aurora, Adams County, Colorado (the “District Number Two”).

NOTICE IF HEREBY FURTHER GIVEN that, the City Council, City of Aurora, Adams County, Colorado will hold a public hearing on the Petitions on [REDACTED], 2021, at 7:30 p.m. or as soon thereafter as the City Council may hear such matter. Due to ongoing public health and state orders, the public is invited to participate electronically; please see the City’s website at www.auroragov.org to register and view the meeting.

The name and address of the Petitioner and a description of the property to be included into **District Number One** are as follows:

Name of Petitioner:	Painted Prairie Owner, LLC
Address of Petitioner:	10100 Santa Monica Blvd., Suite 1000 Los Angeles, CA 90067

General Description of Property:	A parcel of land in the southeast quarter of Section 11, Township 3 South, Range 66 West of the 6 th Principal Meridian, City of Aurora, County of Adams, State of Colorado
----------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

The name and address of the Petitioner and a description of the property to be included into **District Number Two** are as follows:

Name of Petitioner:	Painted Prairie Owner, LLC
Address of Petitioner:	10100 Santa Monica Blvd., Suite 1000 Los Angeles, CA 90067

General Description of Property:	A parcel of land in the northwest quarter of Section 11, Township 3 South, Range 66 West of the 6 th Principal Meridian, City of Aurora, County of Adams, State of Colorado
----------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

NOTICE IS FURTHER GIVEN to all interested persons that they shall appear at the public meeting and show cause in writing why such Petitions should not be granted.

PUBLISHED IN: *Aurora Sentinel*
PUBLISHED ON:

NOTICE OF PUBLIC HEARING ON INCLUSION OF PROPERTY

NOTICE IS HEREBY GIVEN to all interested persons that a Petition for Inclusion of Property (the “District Number One Petition”) has been or is expected to be filed with the City of Aurora requesting the property described below be included into the Painted Prairie Business Improvement District Number One, City of Aurora, Adams County, Colorado (the “District Number One”).

NOTICE IS HEREBY GIVEN to all interested persons that a Petition for Inclusion of Property (the “District Number Two Petition” and together with the District Number One Petition the “Petitions”) has been or is expected to be filed with the City of Aurora requesting the property described below be included into the Painted Prairie Business Improvement District Number Two, City of Aurora, Adams County, Colorado (the “District Number Two”).

NOTICE IF HEREBY FURTHER GIVEN that, the City Council, City of Aurora, Adams County, Colorado will hold a public hearing on the Petitions on [REDACTED], 2021, at 7:30 p.m. or as soon thereafter as the City Council may hear such matter. Due to ongoing public health and state orders, the public is invited to participate electronically; please see the City’s website at www.auroragov.org to register and view the meeting.

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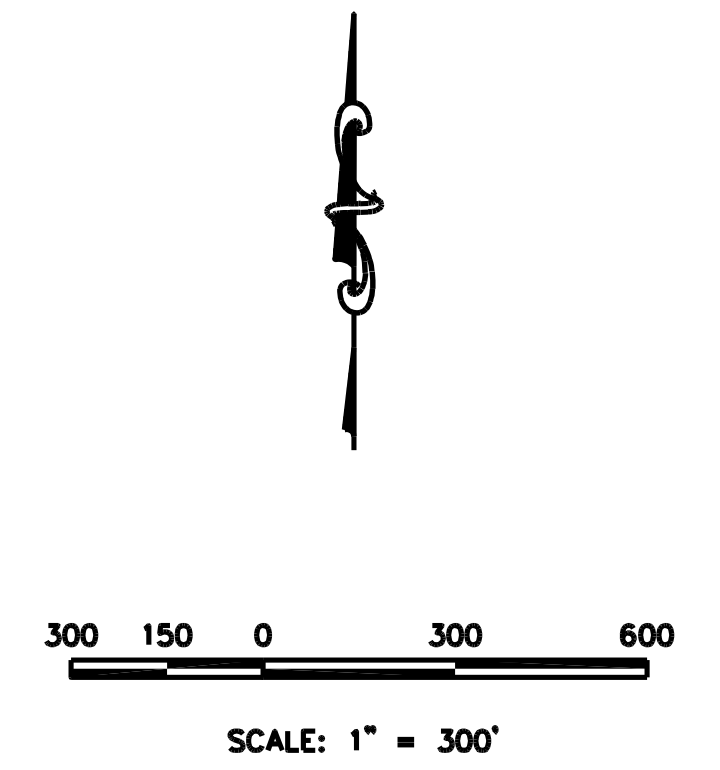
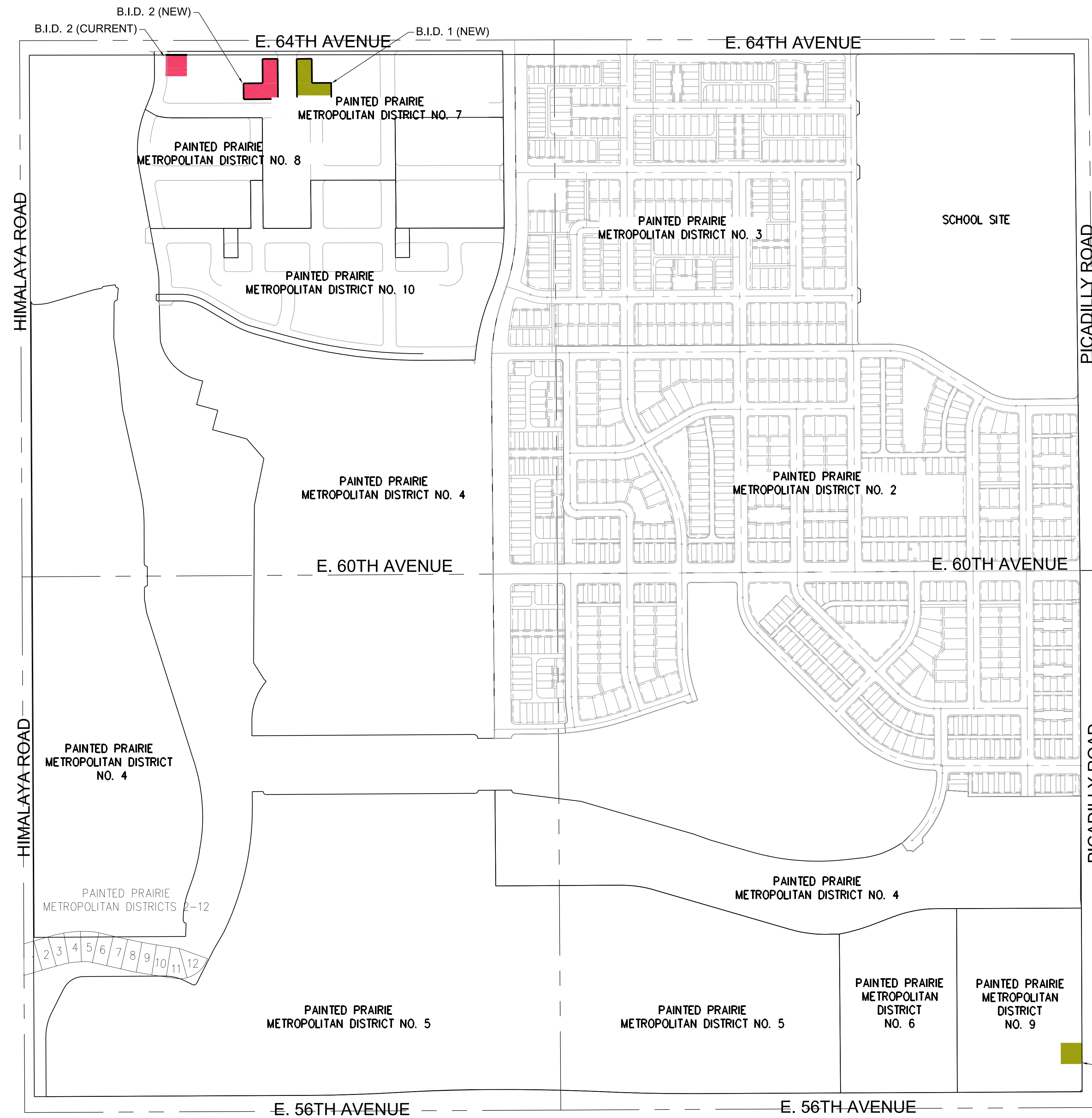
The name and address of the Petitioner and a description of the property to be included into **District Number Two** are as follows:

Name of Petitioner:	Painted Prairie Owner, LLC
Address of Petitioner:	10100 Santa Monica Blvd., Suite 1000 Los Angeles, CA 90067

General Description of Property:	A parcel of land in the northwest quarter of Section 11, Township 3 South, Range 66 West of the 6 th Principal Meridian, City of Aurora, County of Adams, State of Colorado
----------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

NOTICE IS FURTHER GIVEN to all interested persons that they shall appear at the public meeting and show cause in writing why such Petitions should not be granted.

PUBLISHED IN: *Aurora Sentinel*
PUBLISHED ON:



- B.I.D. 1
- B.I.D. 2



PAINTED PRAIRIE METRO DISTRICT MAP
CURRENT AND NEW B.I.D.

DATE: 12/02/2021

SHEET:

ORDINANCE NO. 2022- ____

A BILL

FOR AN ORDINANCE OF THE CITY OF AURORA, COLORADO, EXCLUDING CERTAIN PROPERTY INTO THE BOUNDARIES OF PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NUMBER ONE AND INCLUDING CERTAIN PROPERTY INTO THE BOUNDARIES OF PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NUMBER ONE AND NUMBER TWO

WHEREAS, the City Council of the City of Aurora, Colorado (the “City Council”) authorized by Ordinances 2017-36 and 2017-37 the organization of Painted Prairie Business Improvement District Number One and Two (the “Districts”); and

WHEREAS, after the Districts were formed, the City Council received two petitions filed pursuant to C.R.S. § 31-25-1220, by Painted Prairie Owner, LLC (the “Petitioner”) for the exclusion and inclusion of certain property into the Districts, which property is more particularly described in the Petition for Exclusion of Property and Petition for Inclusion of Property both of which are attached hereto as Exhibit A (collectively, the “Petitions”); and

WHEREAS, public notice of the hearing on the Petitions has been given and published in the *Aurora Sentinel* in accordance with state law, calling for a public hearing on the request of said Petitions; and

WHEREAS, City Council has held and concluded such Public Hearing in accordance with state law, at which hearing all persons having objections to the exclusion and inclusion of the property described in the Petitions were heard, and the City Council has determined that the allegations of the Petitions are true; and

WHEREAS, the properties sought to be included into the Districts are located entirely within the City of Aurora, in Adams County, Colorado, and does not include property within any other county or within any other incorporated city, town, or city and county.

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

Section 1. Pursuant to its authority under Section 31-25-1207(5), C.R.S., the City Council, as the governing body of the City, hereby adjudicates all questions of jurisdiction to find that jurisdiction is vested in the City Council, and pursuant to Section 31-25-1220 C.R.S., the City council has authority to grant the petitioners request of inclusion and exclusion of the properties described into, and out of, the

Painted Prairie Business Improvement District No.1 and No. 2 described in Exhibit A.

Section 2. Pursuant to C.R.S. § 31-25-1220, the City Council has authority to grant the Petitioner's request of inclusion and exclusion from the Painted Prairie Business Improvement District No. 1 and No.2 the properties described in Exhibit A.

Section 3. The City Council, being fully informed, hereby finds and determines that the change in boundaries of the Painted Prairie Business Improvement District No.1 and No. 2 as proposed in the Petitions does not adversely affect such Districts nor does it affect their rights or privileges whatsoever.

Section 4. The City Council hereby grants the Petitions described in Exhibit A.

Section 5. The actions of the City Clerk, petitioners, and designated election official in setting and providing public notice of the public hearing on the Petitions are hereby ratified and confirmed.

Section 6. The City Clerk is hereby directed to file a certified copy of this Ordinance with the County Clerk and Recorder of Adams County, Colorado, whereupon the Properties shall be included and excluded from the Painted Prairie Business Improvement Districts No.1 and No. 2 as approved in this ordinance.

Section 7. All acts, orders, resolutions, ordinances, or parts thereof, in conflict with this Ordinance are hereby repealed, except that this section shall not be construed so as to revive any act, order, resolution, or ordinance, or part thereof previously repealed.

Section 8. 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 _____ 2022.

PASSED AND ORDERED PUBLISHED BY REFERENCE this _____
day of _____ 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ,
City Clerk

APPROVED AS TO FORM:

 RLA

HANOSKY HERNANDEZ,
Assistant City Attorney

EXHIBIT A

Painted Prairie Improvement District Number One Petition for Exclusion

LEGAL DESCRIPTION

LEGAL DESCRIPTION – PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NO. 1

A PARCEL BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 11, AND CONSIDERING THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, BEING MONUMENTED AS SHOWN ON THE ATTACHED EXHIBIT, TO BEAR NORTH 00°13'50" WEST, A DISTANCE OF 2858.83 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 18°41'27" WEST, A DISTANCE OF 227.38 FEET TO A POINT BEING 72.00 FEET, BY PERPENDICULAR MEASUREMENT, WESTERLY OF THE EAST LINE OF SAID SOUTHEAST QUARTER, SAID POINT BEING THE POINT OF BEGINNING;

THENCE SOUTH 89°46'10" WEST, A DISTANCE OF 105.00 FEET;

THENCE NORTH 00°13'50" WEST, A DISTANCE OF 105.00 FEET;


THENCE NORTH 89°46'10" EAST, A DISTANCE OF 105.00 FEET TO A POINT BEING 72.00 FEET, BY PERPENDICULAR MEASUREMENT, WESTERLY OF THE EAST LINE OF SAID SOUTHEAST QUARTER;

THENCE SOUTH 00°13'50" EAST PARALLEL WITH SAID EAST LINE, 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 THESE DESCRIPTIONS 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. 25389
FOR AND ON BEHALF OF
CVL CONSULTANTS OF COLORADO, INC.
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112**

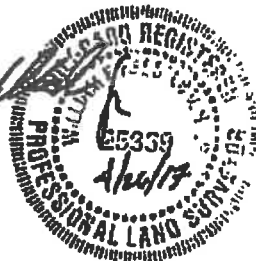
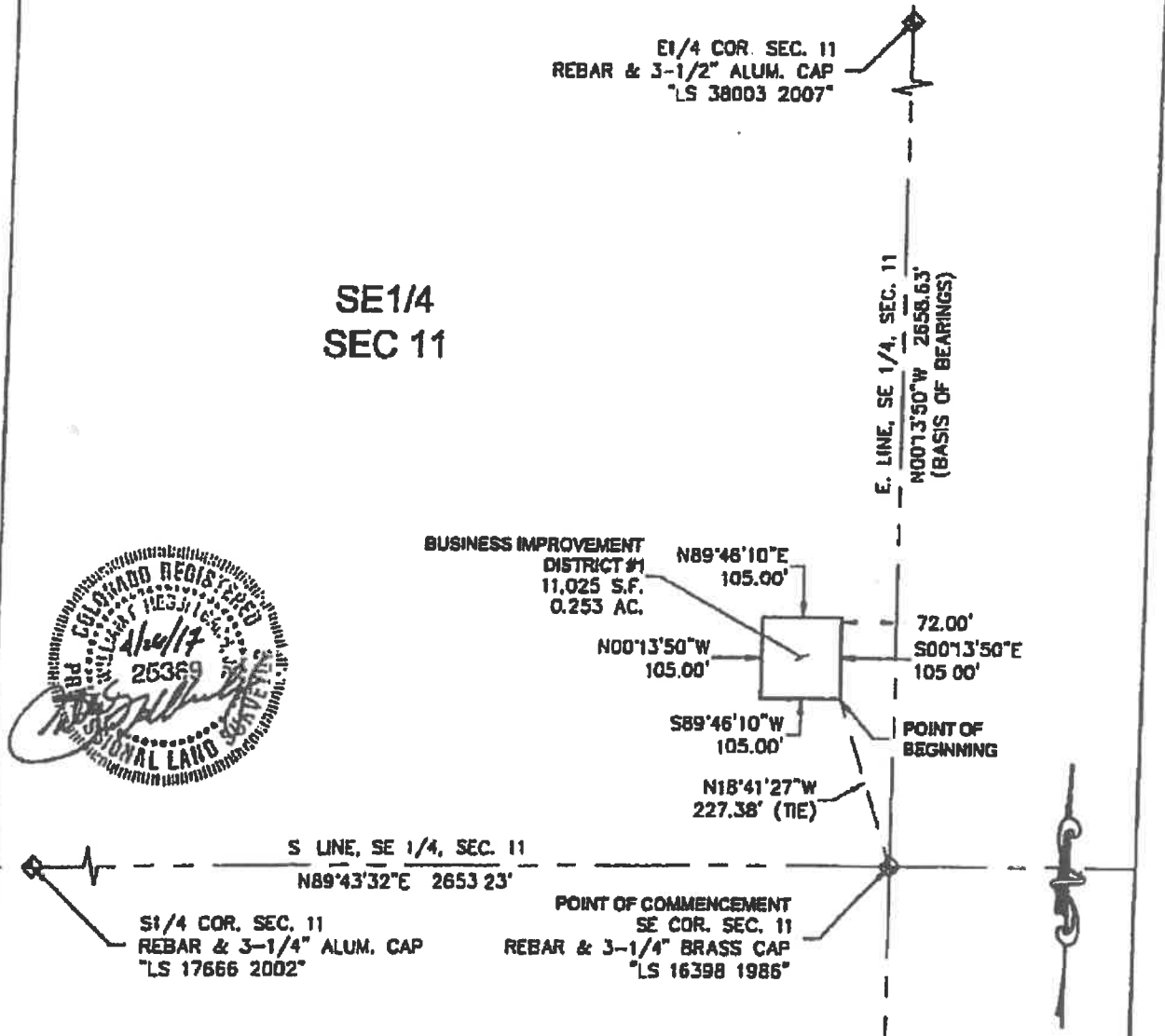


ILLUSTRATION FOR EXHIBIT



THE ABOVE DESCRIBED PARCEL CONTAINS 11,025 SQUARE FEET OR (0.253 ACRE) MORE OR LESS.
This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

**PAINTED PRAIRIE BUSINESS IMPROVEMENT
DISTRICT NO. 1**

DRAWN BY:	SCALE:	P.L.O.W. FILE NUMBER
MJP	1" = 200'	
CHECKED BY:	DATE:	JOB NUMBER:
WFH	4/25/2017	30175604

A PARCEL OF LAND SITUATED WITHIN THE
SOUTHEAST QUARTER OF SECTION 11, T3S,
R66W, 6TH P.M., CITY OF AURORA, ADAMS
COUNTY, COLORADO.

EXHIBIT A

Painted Prairie Improvement District Number One Petition for Inclusion

LEGAL DESCRIPTION

EXHIBIT A

NW 1/4, SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
-----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO-----

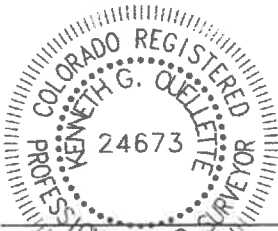
PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

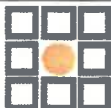
BEARINGS ARE ASSUMED AND ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING S89°55'04"W BETWEEN THE NORTH QUARTER CORNER OF SAID SECTION 11 AND THE NORTHWEST CORNER OF SAID SECTION 11. BASED ON THE CITY OF AURORA HORIZONTAL CONTROL NETWORK, COLORADO STATE PLANE CENTRAL ZONE 1983/1992 HARN. THIS DESCRIPTION UTILIZED RECORDED DOCUMENTS FROM THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND SHOULD NOT BE RELIED UPON AS SUCH.

COMMENCING AT SAID NORTH QUARTER CORNER OF SECTION 11;
THENCE S85°32'41"W A DISTANCE OF 1202.76 FEET TO THE **POINT OF BEGINNING**;
THENCE S00°29'13"E A DISTANCE OF 120.00 FEET;
THENCE N89°30'47"E A DISTANCE OF 95.00 FEET;
THENCE S00°29'13"E A DISTANCE OF 91.74 FEET;
THENCE N86°11'09"W A DISTANCE OF 170.48 FEET;
THENCE N00°29'13"W A DISTANCE OF 198.96 FEET;
THENCE N89°30'47"E A DISTANCE OF 75.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 0.540 ACRES, MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: SEPTEMBER 7, 2021
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY



MERRICK®

5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

BID 1

DATE: 9/7/21

SHEET: 1 OF 2

ILLUSTRATION FOR EXHIBIT A

NW COR SEC 11
T3S, R66W, 6TH P.M.

E. 64TH AVENUE
(PUBLIC ROW VARIES)

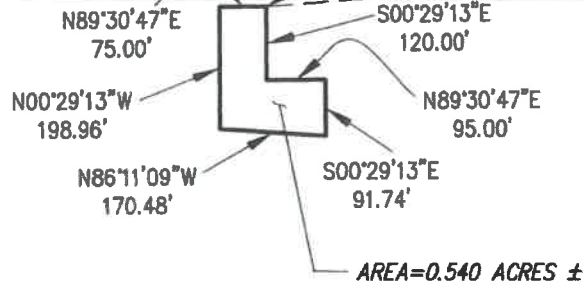
POINT OF COMMENCEMENT
N 1/4 CORNER SEC 11
T3S, R66W, 6TH P.M.

BASIS OF BEARINGS

NORTH LINE, NW 1/4 SEC 11, S89°55'04"W 2645.51'

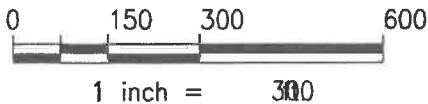
POINT OF BEGINNING

S85°32'41"W 1202.76' (TIE)

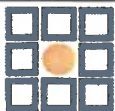


N. LISBON STREET
(PUBLIC ROW VARIES)

NW 1/4
SEC 11
T3S, R66W
6TH P.M.



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

BID 1

DATE: 9/7/21

SHEET: 2 OF 2

EXHIBIT A

Painted Prairie Improvement District Number Two Petition for Exclusion

LEGAL DESCRIPTION

LEGAL DESCRIPTION - PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NO. 2

A PARCEL BEING A PART OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 11, AND CONSIDERING THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11, BEING MONUMENTED AS SHOWN ON THE ATTACHED EXHIBIT, TO BEAR NORTH 89°55'04" EAST, A DISTANCE OF 2845.51 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 84°23'46" EAST, A DISTANCE OF 726.88 FEET TO A POINT BEING 72.00 FEET, BY PERPENDICULAR MEASUREMENT, SOUTHERLY OF THE NORTH LINE OF SAID NORTHWEST QUARTER, SAID POINT BEING THE POINT OF BEGINNING;

THENCE NORTH 89°55'04" EAST PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 105.00 FEET;

THENCE SOUTH 00°04'56" EAST, A DISTANCE OF 106.00 FEET;

THENCE SOUTH 89°55'04" WEST, A DISTANCE OF 111.32 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 527.00 FEET, A CENTRAL ANGLE OF 08°48'40", AN ARC LENGTH OF 60.74 FEET, THE CHORD OF WHICH BEARS NORTH 04°23'20" EAST, 80.86 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 24.59 FEET TO THE POINT OF BEGINNING,

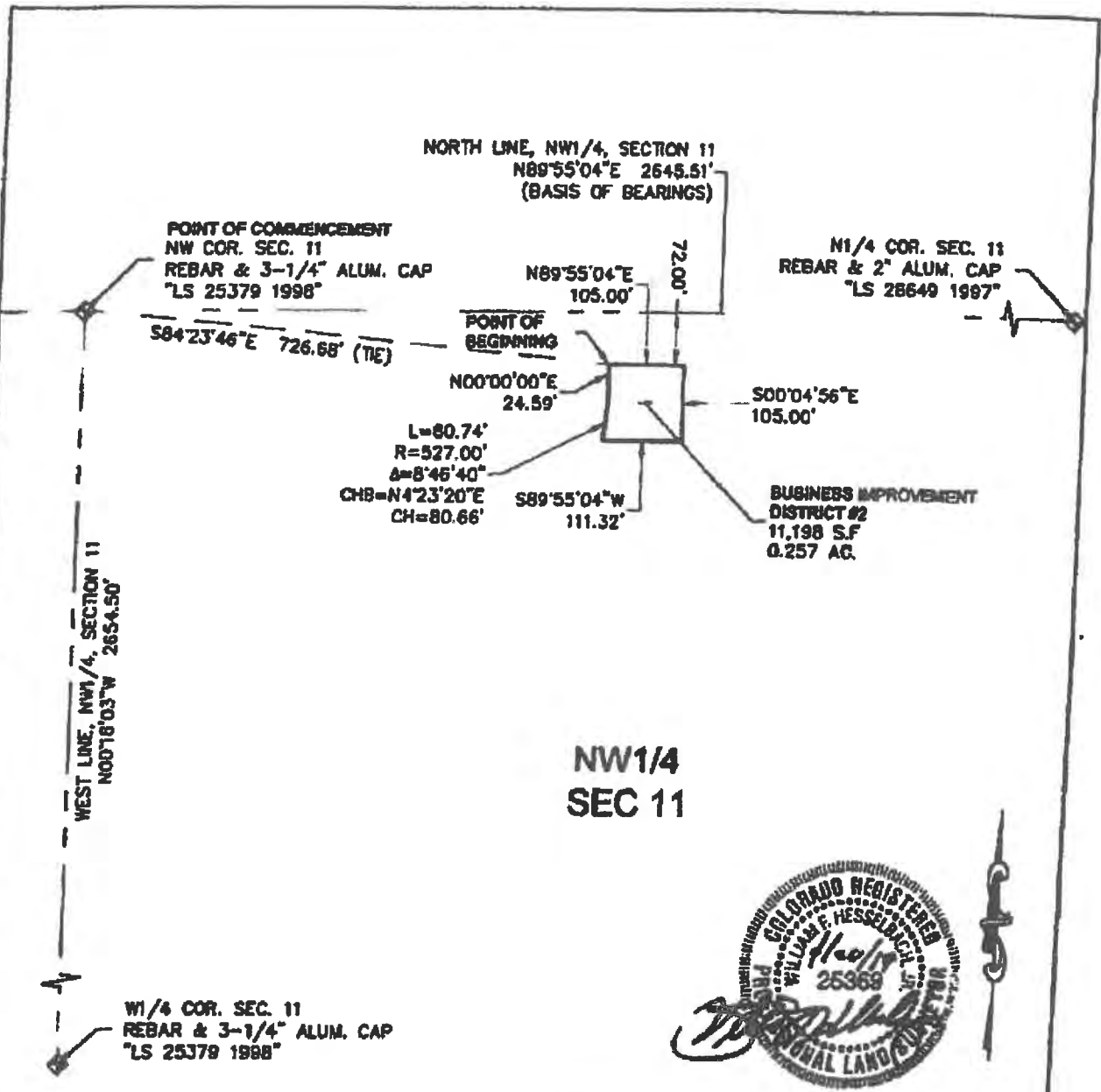
SAID PARCEL CONTAINING A CALCULATED AREA OF 11,198 SQUARE FEET OR 0.257 ACRE, MORE OR LESS.

THE LINEAL UNIT USED IN THE PREPARATION OF THESE DESCRIPTIONS 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. 2836
FOR AND ON BEHALF OF
CVL CONSULTANTS OF COLORADO, INC.
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112**





DRAWN BY:
WF PRAIRIE LLC
5600 GREENWOOD PLAZA BLVD., STE 220
GREENWOOD VILLAGE, CO 80111



SCALE: 1" = 200'

THE ABOVE DESCRIBED PARCEL CONTAINS 11,198 SQUARE FEET OR (0.257 ACRE) MORE OR LESS.
This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

PAINTED PRAIRIE BUSINESS IMPROVEMENT DISTRICT NO. 2			A PARCEL OF LAND SITUATED WITHIN THE NORTHWEST QUARTER OF SECTION 11, T3S, R86W, 6TH P.M., CITY OF AURORA, ADAMS COUNTY, COLORADO.	
DRAWN BY:	MLP	SCALE:	1" = 200'	R.O.R. FILE NUMBER
CHECKED BY:	WFM	DATE:	4/25/2017	JOB NUMBER:
				30175604

EXHIBIT A

Painted Prairie Improvement District Number Two Petition for Inclusion

LEGAL DESCRIPTION

EXHIBIT A

NW 1/4, SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
-----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO-----

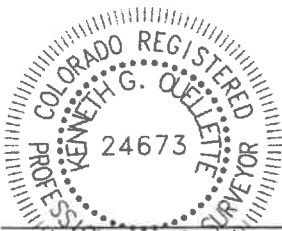
PROPERTY DESCRIPTION

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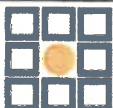
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COMMENCING AT SAID NORTH QUARTER CORNER OF SECTION 11;
THENCE S85°32'41"W A DISTANCE OF 1202.76 FEET TO THE **POINT OF BEGINNING**;
THENCE S00°29'13"E A DISTANCE OF 198.96 FEET;
THENCE S89°30'47"W A DISTANCE OF 170.00 FEET;
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THENCE N00°29'13"W A DISTANCE OF 120.00 FEET;
THENCE N89°30'47"E A DISTANCE OF 75.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 0.515 ACRES, MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: SEPTEMBER 7, 2021
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY



MERRICK®

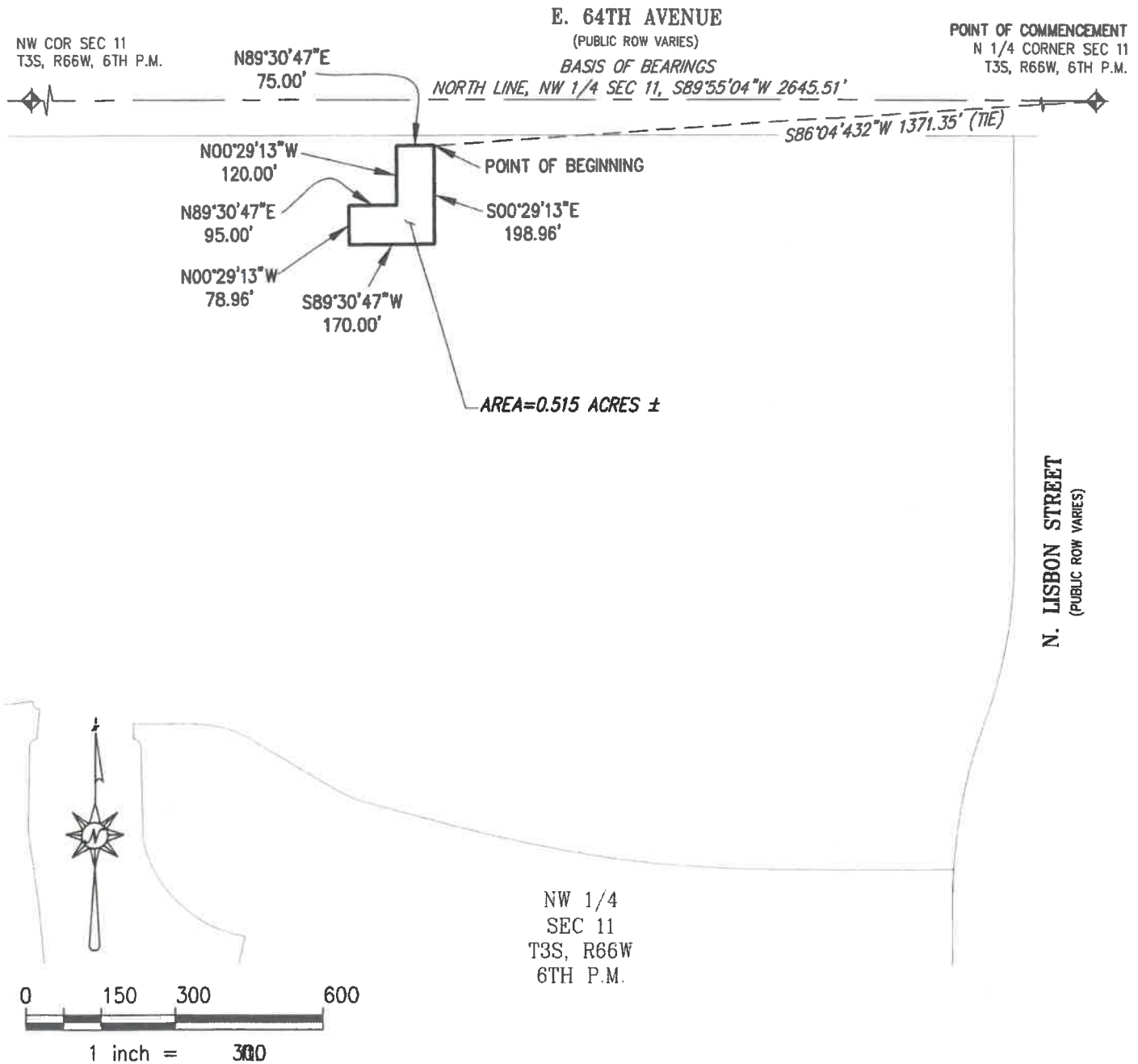
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

BID 2

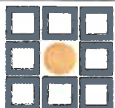
DATE: 9/7/21

SHEET: 1 OF 2

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

BID 2

DATE: 9/7/21

SHEET: 2 OF 2

EXHIBIT A

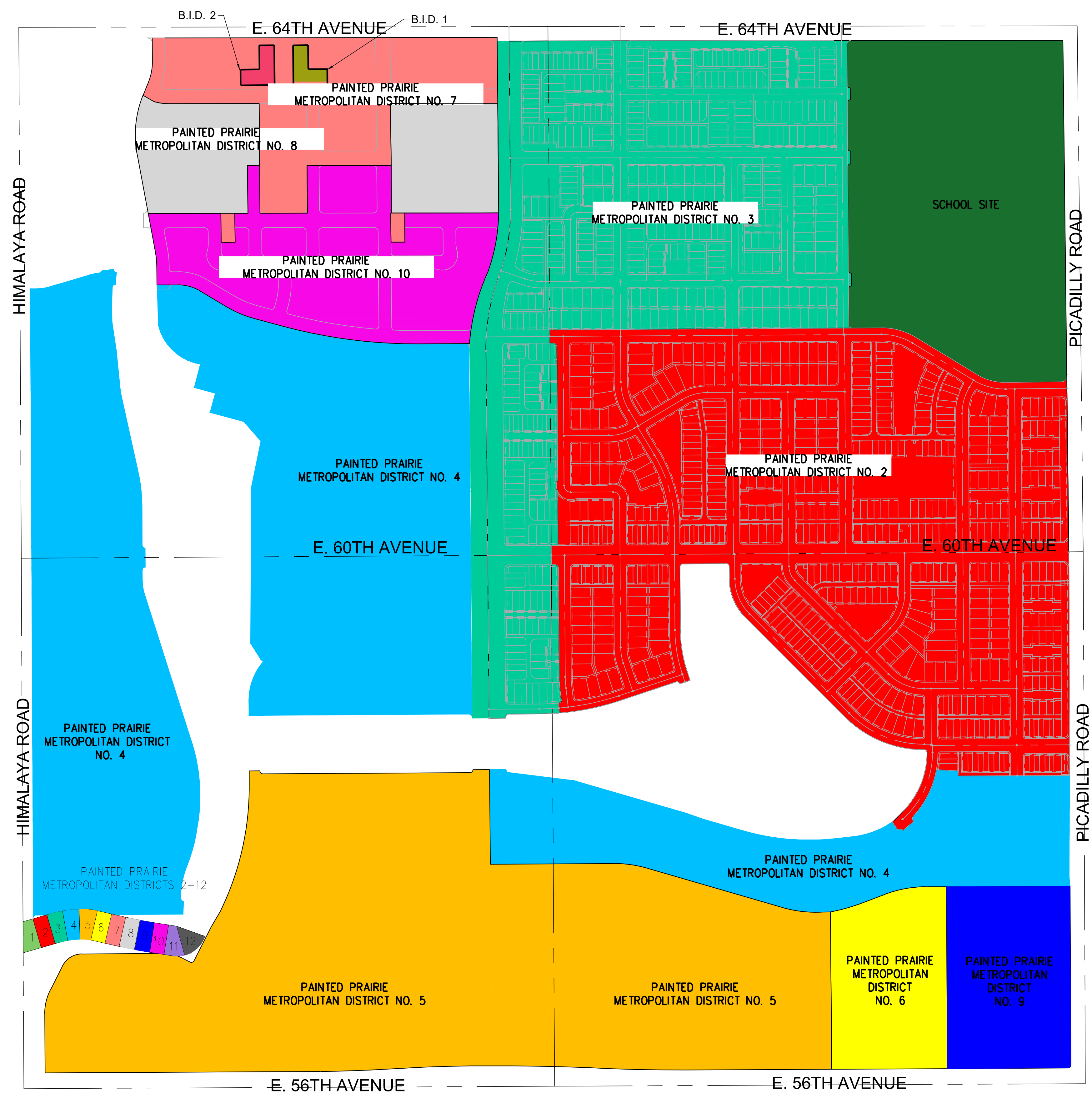
Petitions for Exclusion from and Inclusion into Painted Prairie Business Improvement District Number One

EXHIBIT B

Affidavits of Publication

EXHIBIT A

Petitions for Exclusion from and Inclusion into Painted Prairie Business Improvement District Number Two



PAINTED PRAIRIE METRO DISTRICT MAP

DATE: 9/21/2021
SHEET: 1



CITY OF AURORA

Council Agenda Commentary

Item Title: AN ORDINANCE APPROVING THE AMENDED AND RESTATED SERVICE PLAN FOR THE ATEC METROPOLITAN DISTRICTS Nos. 1 AND 2 AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY AND THE DISTRICTS.

Item Initiator: Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance

Staff Source/Legal Source: Cesarina Dancy, Senior Development Project 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: 2/7/2022

Regular Meeting: 2/14/2022

ITEM DETAILS:

- AN ORDINANCE APPROVING THE AMENDED AND RESTATED SERVICE PLAN FOR THE ATEC METROPOLITAN DISTRICTS Nos. 1 AND 2 AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY AND THE DISTRICTS.
- No waiver of reconsideration requested
- No Sponsor
- Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance/ Brian Rulla, Assistant City Attorney
- No Outside speaker
- Estimated Presentation/discussion time 5/5

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

- | | |
|--------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input checked="" type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration | |
- Reason for waiver is described in the Item Details field.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 1/25/2022

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

- | | |
|-----------------------------------------------------------|-----------------------------------------------------------|
| <input checked="" type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input checked="" type="checkbox"/> 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.)*

In 2004, the City adopted a model service plan for Title 32 Metropolitan Districts with the intent that any proposed service plan for a metropolitan district will be compliant with the model. The model service plan provides the following key features:

1. Maximum debt mill levy of 50 mills
2. Maximum term for debt repayment of 40 years (for residential districts),
3. Agreement to impose the Aurora Regional Improvements (ARI) mill levy.

The ATEC Nos. 1 and 2 Service Plan and authorization of the execution of an Intergovernmental Agreement were approved by City Council in 2018. The Service Plan that was previously approved had several deviations from the model service plan adopted by the City.

This item was presented to Management Finance Committee on January 25, 2022 and received a recommendation to move forward to Study Session.

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

An Amended and Rested Service plan for the ATEC Metropolitan Districts Nos. 1 and 2 is being proposed. These districts, along with The Aurora Highlands Metropolitan Districts Nos. 1-5, First Creek Ranch Metropolitan District (tbka The Aurora Highlands Metropolitan District No. 6), and the Aerotropolis Area Coordinating Metropolitan District, will serve The Aurora Highlands and the Aerotropolis Technology and Energy Corridor. The districts are located generally East and West of E-470, and South of 48th Avenue.

The districts will serve a combined total of 41,823 residents and will include single family attached and detached residential uses, high density multifamily uses, mixed uses, and commercial and industrial uses.

The proposed service plans deviate from the City's model and incorporate the same modifications as found in the previously approved service plans for the existing districts. The deviations being requested are:

- Imposition of 5 mills for regional improvements starting year 1 and language regarding such as related to the ARTA mill levy;
- Inclusion of the Community Authority Board Establishment Agreement;
- Maximum Debt Mill Levy Imposition Term increase to 50 years;
- Clarifications to the Service Area, Annexation requirements and date for compliance to City's recently adopted model service plan

The process for City Council to consider approval of this modification of the model service plan is by Ordinance instead of Resolution as with other service plan modifications. The ARI mill levy provisions are very specifically identified in City Code, therefore, changes to the mill levy to be imposed must be established by Ordinance.

QUESTIONS FOR COUNCIL

Does Council wish to move this item forward to the next Regular City Council Agenda for formal action?

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).

Section 122-30(21) further requires that the special district enter into a written agreement with the City. The proposed Intergovernmental Agreement satisfies the requirements set forth therein. As the proposed Agreement is with another governmental entity, a resolution is required to authorize its execution. (City Charter Section 10-12.)

All legislative enactments must be in the form of ordinances pursuant to Section 5-1 of the Charter of the City of Aurora, Colorado and City Council Rule F.1 provides that an ordinance remains in effect until otherwise rescinded or amended by the City Council.

(Rulla)

PUBLIC FINANCIAL IMPACT

☒ YES ☐ NO

If yes, explain: Approval of this district will allow the cost of providing district infrastructure and certain operating costs to be passed on to the district property owners via metropolitan district taxes and fees. The debt service will be paid by Metropolitan district property taxes.

PRIVATE FISCAL IMPACT

☐ Not Applicable ☒ Significant ☐ Nominal

If Significant or Nominal, explain: Approval of this district will provide a mechanism for developers to finance infrastructure for new development and redevelopment by recovering the associated cost through metropolitan district taxes and fees.



January 19, 2022

VIA EMAIL

Ms. Cesarina Dancy
Project Manager
City of Aurora
Office of Development Assistance
15151 E. Alameda Pkwy., Suite 5200
Aurora, CO 80012-1553

Re: Transmittal of the Second Amended and Restated Service Plan for Aerotropolis Area Coordinating Metropolitan District (the "**AACMD Second Amended and Restated Service Plan**"), the Amended and Restated Service Plan for ATEC Metropolitan District Nos. 1 and 2 (the "**ATEC 1 and 2 Amended and Restated Service Plan**"), and the Consolidated Second Amended and Restated Service Plan for The Aurora Highlands Metropolitan District Nos. 1-5 and First Creek Ranch Metropolitan District (to be known as The Aurora Highlands Metropolitan District No. 6) (the "**Consolidated Second Amended and Restated Service Plan for TAH MDs 1-6**") and collectively all of the Service Plans previously listed will be referred to as the "**Service Plans**").

Dear Ms. Dancy:

Please be advised as follows relative to the attached Service Plans:

1. The names of the existing districts are the Aerotropolis Area Coordinating Metropolitan District ("**AACMD**"), ATEC Metropolitan District No. 1, ATEC Metropolitan District No. 2 ("**ATEC MD 1 and 2**"), The Aurora Highlands Metropolitan District No. 1, The Aurora Highlands Metropolitan District No. 2, and The Aurora Highlands Metropolitan District No. 3 ("**TAH MD 1-3**"), and the First Creek Ranch Metropolitan District, to be known as The Aurora Highlands Metropolitan District No. 6 ("**TAH MD 6**") and collectively AACMD, ATEC MD 1 and 2, TAH MD 1-3 and TAH MD 6 will be referred to as the "**Existing Districts**"). The names of the to be organized districts are The Aurora Highlands Metropolitan District No. 4 and The Aurora Highlands Metropolitan District No. 5 ("**TAH MD 4 and 5**" or "**Organizing Districts**").

2. Contact information for Existing Districts is:

{00931223.DOCX v:5 }

AACMD, ATEC MD 1 and 2
and TAH 6 Counsel:

McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203
Phone: (303) 592-4380
Fax: (303) 592-4385
Attn: MaryAnn McGeady and Elisabeth
Cortese
Email: mmcgeady@specialdistrictlaw.com
ecortese@specialdistrictlaw.com

TAH MDs 1-3 Counsel

Cockrel Ela Glesne Greher & Ruhland, P.C.
390 Union Blvd Suite 400
Lakewood, Colorado 80228
Phone: (303) 218-7200
Attn: Matthew Ruhland
Email: mrughland@cegrlaw.com

Petitioners for the Existing
Districts:

The Board of Directors of each Districts

Contact information for the
Organizing Districts:

Fairfield and Woods
1801 California Street, Suite 2600
Denver, Colorado 80202-4385
Phone (303) 894-4411
Attn: Rita Connerly
Email: rconnerly@fwlaw.com

Petitioner/Owner/Developer
for the Organizing Districts:

The Aurora Highlands, LLC
Attn: Carlo Ferreira
6550 South Pecos Road, Suite 124
Las Vegas, NV 89120
Phone: (702) 349-4777
Email: carlo@cgfmgmt.com

3. The Service Plans are based on the previously approved Service Plans for the Existing Districts (which approved Service Plans, other than the First Creek Ranch Metropolitan District Service Plan, will be referred to as the “**Existing Service Plans**”), with modifications to clarify the provisions related to the Districts’ Service Area and Inclusion Area and incorporate certain of the changes included in the most recent Aurora Multiple District Multiple Service Plan Model (“**Model Service Plan**”). Attached are the Service Plans.

4. The development area includes The Aurora Highlands and the Aerotropolis Technology and Energy Corridor and will include single family attached and detached residential uses, high density multifamily uses, mixed uses, commercial and industrial uses.

5. Status of Aurora development review process on development plans: Varies depending upon the location within the development.

6. The Districts are necessary for the financing and development of the public improvements needs (“**Public Improvements**”) for the use and benefit of all anticipated property owners, inhabitants and taxpayers of the Districts, as well as certain regional improvements needs (“**Regional Improvements**”) to which the Districts contribute in association with the Aerotropolis Regional Transportation Authority (the “**ARTA**”). The Service Plans contemplate intergovernmental agreements between the Districts and with other local governments with respect to the financing, construction and operation of the Public Improvements and Regional Improvements contemplated therein.

7. The Existing Service Plans contained the following deviations when previously approved.

(a) ARI Mill Levy Deviation. At the time of approval by the City of the Existing Service Plans, the City, Adams County and AACMD were working together to organize the Aerotropolis Regional Transportation Authority (“**ARTA**”). ARTA’s boundaries overlap all of the Inclusion Area for the Existing Districts (and the Organizing Districts, as they share the same Inclusion Area). The intent of the City, Adams County and AACMD was to assure that five (5) mills, as Adjusted, would be available from the Inclusion Area property tax base, to support the financing of the regional improvements that were the responsibility of ARTA to construct. To that end, the Model Service Plan language regarding the ARI Mill Levy was modified to reflect the anticipated organization of ARTA, to allow for a five (5) mill, as Adjusted, ARI Mill Levy, that would be reduced by any ARTA mill levy (so it would be clear the intent was not to add on to the ARTA Mill Levy).

(b) Maximum Debt Mill Levy Imposition Term Deviation. In addition to the focus on regional improvement financing ARTA projects by ARTA, at the time of approval of the Existing Service Plans, there was also focus on the cost sharing of the ARTA projects to be funded by the Districts and the amount of spine and in-tract improvements that would need to be financed, all to support the future development in the Inclusion Area. The extension of the Maximum Debt Mill Levy Imposition Term from forty (40) years to fifty (50) years was approved in recognition of the critical need for the additional revenue that would result to support the funding of the public improvements required for the development to be successful over time.

8. The following is a summary of the deviations in the proposed Service Plans from the Model Service Plan:

(a) ARI Mill Levy and Related Provisions. All of the Inclusion Areas of the Districts continue to overlap the Aerotropolis Regional Transportation Authority (“**ARTA**”) that imposes 5 mills for regional transportation improvements (“**ARTA Mill Levy**”). ARTA has issued Bonds that rely on, in part, on the ARTA Mill Levy as a source of revenue for payment of the ARTA Bonds.

(i) Sections of the Service Plans related to the ARI Mill Levy have been modified as needed to set the ARI Mill Levy at 5 mills as adjusted and to provide a credit against the ARTA Mill Levy, when imposed. Please note, the previously approved Service Plans

for the Districts set the ARI Mill Levy at 5 mills and the revised language is intended to clarify the imposition by the Districts and the collection by ARTA regarding same.

(ii) These Sections have also been modified to include reference to the ARTA Establishment Agreement and the current ARI Mill Levy IGAs that govern the imposition, collection and transfer of the ARI Mill Levy revenues (after any ARTA Mill Levy credit) to ARTA for funding the ARTA Regional Improvements and to conform language changes related thereto previously processed through a 45 day notice and now being incorporated into the Service Plans for easier reference. It anticipated that the Organizing Districts will enter into ARI Mill Levy IGAs with ARTA after organization.

(b) Community Authority Board Establishment Agreement. The Model Service Plan (and prior Model Service Plans) include the reference to the Districts entering into intergovernmental agreements that govern the relationships between and among the Districts. Pursuant to this language and the statutory and Constitutional provisions that govern these types of intergovernmental agreements, the Existing Districts have entered into the Community Authority Board Establishment Agreement (the “CABEA”) and are all members of The Aurora Highlands Community Authority Board (the “TAH CAB”). It is anticipated that the Organizing Districts will become members of the TAH CAB as soon as they are organized.

(i) References to the CABEA and the TAH CAB have been added to the Service Plans for clarity as to the status of the intergovernmental agreement between and among the Existing Districts and anticipated to be entered into by the Organizing Districts.

(c) Clarification on Date for Compliance with new Model Service Plan Requirements.

(i) Where new Model Service Plan requirements added new compliance requirements, we have added language requiring compliance as of the date of approval of the Service Plans, as these provisions were not in the Service Plans prior to that approval date.

(d) Clarification as to the Service Area.

(i) The Model Plan allows for inclusions of property outside the Inclusion Area with the consent of the City. Language has been added to clarify that any inclusion processed with the consent of the City (required if property is outside the Inclusion Area or upon a petition by less than 100% of the property owners of the property to be included), then that included property is within the Service Area for purposes of the Service Plans.

(e) Clarification as to Annexation Requirement.

(i) There are portions of the Inclusion Area that are not yet annexed to the City. Language has been added to require annexation of any property that is not in the City’s boundaries prior to inclusion in a District.

January 17, 2022

9. The Debt Limit reported in Sections V(A)(10) (Total Debt Issuance Limitation) and VII(A) (Financial Plan – General) does not include any debt associated with regional improvements as described in the last sentence of Section VI(C).

10. Please be advised of the following financial data relative to the Service Plans:

Name of the Metro District	Public Improvements	Debt Limit	Debt Limit includes ARI? No	ARI Debt Limit	Total Debt Capacity	Organizing and Operating Reimbursement	1 st Year Operating & Maintenance
(Location in Service Plan)	V.B	V.A.10	From transmittal letter	VI.C	Calculate	VII.I	VII.I
Aerotropolis Area Coordinating Metropolitan District	\$8,000,000,000	\$8,000,000,000	No	\$8,000,000,000	\$8,000,000,000	\$1,000,000	\$1,640,000
ATEC Metropolitan District No. 1	\$4,000,000,000	\$4,000,000,000	No	\$4,000,000,000	\$8,000,000,000	\$1,000,000	\$1,640,000
ATEC Metropolitan District No. 1	\$4,000,000,000	\$4,000,000,000	No	\$4,000,000,000	\$8,000,000,000	\$1,000,000	\$1,640,000
The Aurora Highlands Metropolitan District No. 1	\$4,000,000,000	\$4,000,000,000	No	\$4,000,000,000	\$8,000,000,000	\$1,000,000	\$1,000,000
The Aurora Highlands Metropolitan District No. 2	\$4,000,000,000	\$4,000,000,000	Yes	\$4,000,000,000	\$4,000,000,000	\$1,000,000	\$1,640,000
The Aurora Highlands Metropolitan District No. 3	\$4,000,000,000	\$4,000,000,000	Yes	\$4,000,000,000	\$4,000,000,000	\$1,000,000	\$1,640,000
The Aurora Highlands Metropolitan District No. 4	\$4,000,000,000	\$4,000,000,000	Yes	\$4,000,000,000	\$4,000,000,000	\$1,000,000	\$1,640,000
The Aurora Highlands Metropolitan	\$4,000,000,000	\$4,000,000,000	Yes	\$4,000,000,000	\$4,000,000,000	\$1,000,000	\$1,640,000

January 17, 2022

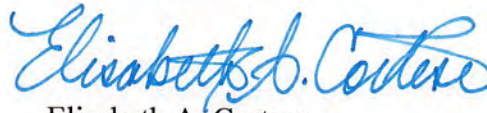
District No. 5							
The Aurora Highlands Metropolitan District No. 6	\$4,000,000,000	\$4,000,000,000	Yes	\$4,000,000,000	\$4,000,000,000	\$1,000,000	\$1,640,000

The application fee was sent via hand delivery to the City under separate cover.

Should you have any questions or need any further information to process the Service Plans, please do not hesitate to contact me.

Very truly yours,

MCGEADY BECHER P.C.



Elisabeth A. Cortese

Enclosures

c: Rita Connerly, Fairfield and Woods (via email)
Matt Ruhland, Cockrel Ela Glesne Greher & Ruhland, P.C. (via email)

**AMENDED AND RESTATED SERVICE PLAN
FOR
ATEC METROPOLITAN DISTRICT NOS. 1 AND 2
CITY OF AURORA, COLORADO**

Prepared

By

McGeady Becher P.C.
450 East 17th Avenue, Suite 400
Denver, Colorado 80203

SUBMITTED ON: January 19, 2022
RE-SUBMITTED ON: January 21, 2022 and January 28, 2022

APPROVED ON: _____

TABLE OF CONTENTS

I.	INTRODUCTION.....	1
A.	Purpose and Intent.....	1
B.	Need for the Districts.	1
C.	Objective of the City Regarding Districts Service Plans.	1
II.	DEFINITIONS	2
III.	BOUNDARIES.....	6
IV.	PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION	6
V.	DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES	7
A.	Powers of the Districts and Amended Service Plan.....	7
1.	Operations and Maintenance Limitation.....	7
2.	Fire Protection Limitation.....	8
3.	Television Relay and Translation Limitation.	8
4.	Golf Course Construction Limitation.	8
5.	Construction Standards Limitation.	8
6.	Privately Placed Debt Limitation.....	8
7.	Inclusion Limitation.....	9
8.	Overlap Limitation.....	9
9.	Initial Debt Limitation.	9
10.	Total Debt Issuance Limitation.....	9
11.	Fee Limitation.....	9
12.	Monies from Other Governmental Sources.	10
13.	Consolidation Limitation.	10
14.	Bankruptcy Limitation.....	10
15.	Website.	10

16.	Service Plan Amendment Requirement.	10
B.	Preliminary Engineering Survey.	10
C.	Multiple District Structure.	11
VI.	REGIONAL IMPROVEMENTS	11
VII.	FINANCIAL PLAN	12
A.	General.	12
B.	Maximum Voted Interest Rate and Maximum Underwriting Discount.	13
C.	Maximum Debt Mill Levy.	13
D.	Maximum Debt Mill Levy Imposition Term.	14
E.	Debt Repayment Sources.	14
F.	Debt Instrument Disclosure Requirement.	14
G.	Security for Debt.	15
H.	TABOR Compliance.	15
I.	Districts' Operating Costs.	15
J.	Agreed Upon Procedures Examination.	15
VIII.	ANNUAL REPORT	15
A.	General.	16
B.	Reporting of Significant Events.	16
IX.	DISSOLUTION	16
X.	DISCLOSURE NOTICES AND MEETINGS	17
XI.	INTERGOVERNMENTAL AGREEMENT	18
XII.	CONCLUSION	18

LIST OF EXHIBITS

EXHIBIT A	Districts' Initial Boundaries Legal Descriptions
EXHIBIT B	Aurora Vicinity Map
EXHIBIT C-1	Districts' Initial Boundary Maps
EXHIBIT C-2	Inclusion Area Boundary Map
EXHIBIT D	Notice of Special District Disclosure
EXHIBIT E	Amended and Restated Intergovernmental Agreement between the Districts and Aurora

I. INTRODUCTION

A. Purpose and Intent.

On August 6, 2018, the City of Aurora (the “City”) approved the Service Plan (the “**Original Service Plan**”) for ATEC Metropolitan District No. 1 and ATEC Metropolitan District No. 2 (the “**Districts**”). This First Amended and Restated Service Plan (the “**Amended Service Plan**”) is intended to clarify the Districts’ Service Area and Inclusion Area Boundaries, and to comply with the City’s current model service plan, as applicable.

The Original Service Plan shall be in full force and effect at all times prior to the City’s approval of an Amended Service Plan. Upon approval by the City of this Amended Service Plan, this Amended Service Plan is intended to modify, replace, restated and supersede the Original Service Plan in its entirety.

The Districts shall not be authorized to incur any indebtedness under this Amended Service Plan until such time as the Districts have approved the intergovernmental agreement as provided in Section XI below.

The Districts are independent units of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Amended Service Plan, their activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Amended Service Plan. It is intended that the Districts will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the Districts. The primary purpose of the Districts will be to finance the construction of the Public Improvements.

The Districts are not being created to provide ongoing operations and maintenance services other than as specifically set forth in this Amended Service Plan.

B. Need for the Districts.

There are currently no other governmental entities, including the City, located in the immediate vicinity of the Districts 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 Districts 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 Districts Service Plans.

The City’s objective in approving the Amended Service Plan for the Districts is to authorize the Districts 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 Districts. 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 and from other legally available revenue. 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.

This Amended Service Plan is intended to establish a limited purpose for the Districts 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 Districts 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 any 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 Districts shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Fees; 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; and from any other legally available revenues. It is the intent of this Amended 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 costs of Public Improvements that cannot be funded within these parameters are not costs to be paid by the Districts. With regard to Regional Improvements, this Amended 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 Amended Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

AACMD: means the Aerotropolis Area Coordinating Metropolitan District.

Agreed Upon Procedures Engagement: means an attesting engagement in which a certified public accountant performs specific procedures on subject matter and reports the findings without providing an opinion or conclusion. The subject matter may be financial or non-financial information. Because the needs of an engaging party vary, the nature, timing, and extent of the procedures may vary, as well.

Amended Service Plan: means this First Amended and Restated Service plan for the Districts approved by City Council.

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 Master Plan: means one or more capital improvement plans established pursuant to the ARTA Establishment Agreement or by one or more intergovernmental agreements between the AACMD and the City, establishing Regional Improvements which will benefit the taxpayers and service users of the Districts.

ARI Mill Levy: 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 shall be five (5) mills, plus Mill Levy Adjustment, minus any ARTA Mill Levy, 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, as set forth in the Regional Intergovernmental Improvements Agreement, including but not limited to the ARI Mill Levy Agreements.

ARI Mill Levy IGA(s): means the Intergovernmental Agreement Regarding Imposition, Collection and Transfer of ARI Mill Levies entered into by and among The Aurora Highlands Metropolitan District No. 1, The Aurora Highlands Metropolitan District No. 2, The Aurora Highlands Metropolitan District No.3, AACMD, and ARTA dated October 12, 2021, and the Intergovernmental Agreement Regarding Imposition, Collection and Transfer of ARI Mill Levies entered into by and among the Districts, AACMD, and ARTA dated October 12, 2021, as both may be amended from time to time.

ARTA: means the Aerotropolis Regional Transportation Authority.

ARTA Establishment Agreement:, means the intergovernmental agreement entered into between the City of Aurora, Aerotropolis Area Coordinating Metropolitan District, and Adams County on February 27, 2018 for the purpose of establishing the ARTA, as certified by the Director of the Division of Local Governments of the Department of Local Affairs of the State of Colorado on April 11, 2018, and as supplemented by that First Supplement, as the same may be amended from time to time, in order to fund certain Regional Improvements.

ARTA Mill Levy: means the total mill levy to be imposed by the ARTA to fund the costs of overhead and administration of the ARTA and the capital costs and repayment of debt to be incurred by the ARTA for certain Regional Improvements in accordance with the ARTA Establishment Agreement.

Board: means the board of directors of one District or the boards of directors of all of the Districts, in the aggregate.

Bond, Bonds or Debt: means bonds or other obligations for the payment of which any District has promised to impose an *ad valorem* property tax mill levy, and/or collect Fee revenue.

CABEA: means the First Amended and Restated Establishment Agreement between and among Aerotropolis Area Coordinating Metropolitan District, The Aurora Highlands Metropolitan District No. 1, The Aurora Highlands Metropolitan District No. 2, The Aurora Highlands Metropolitan District No. 3, ATEC MD No. 1, and ATEC MD No. 2, on April 16, 2020, which amended and restated the original establishment agreement dated November 21, 2019, for the purpose of establishing The Aurora Highlands Community Authority Board, as the same may be amended from time to time, and into which District No. 4, District No. 5, and First Creek Ranch Metropolitan District (to be known as The Aurora Highlands Metropolitan District No. 6) are anticipated to enter.

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.

C.R.S.: means the Colorado Revised Statutes, as the same may be amended from time to time.

District: means either of the ATEC Metropolitan District Nos. 1 and 2.

District No. 1: means ATEC Metropolitan District No. 1.

District No. 2: means ATEC Metropolitan District No. 2.

Districts: means District No. 1 and District No. 2 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 Districts 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.

First Creek Ranch Metropolitan District: means First Creek Ranch Metropolitan District (to be known as The Aurora Highlands Metropolitan District No. 6).

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.

Initial District Boundaries: means the boundaries of the Districts as of the date of submittal of this Amended and Restated Service Plan as described in the Initial District Boundary Map.

Initial District Boundary Map: means the maps attached hereto as **Exhibit C-1**, describing the initial boundaries of the Districts.

Maximum Debt Mill Levy: means the maximum mill levy any of the Districts 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.

Mill Levy Adjustment: means 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 limitations or mill levy imposition amounts set forth in this Amended Service Plan 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.

Operations and Maintenance Mill Levy(ies): means the mill levy(ies) the Districts impose for payment of administration, operations, and maintenance costs.

Project: means the development or property commonly referred to as Aerotropolis Technology and Energy Corridor in conjunction with The Aurora Highlands.

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 one or more of the Districts.

Regional Improvements: means Public Improvements and facilities that benefit the Service Area and which are to be financed pursuant to Section VI below.

Regional Intergovernmental Improvements Agreement: means one or more intergovernmental agreements between the AACMD and the City.

Service Area: means the property within the Initial District Boundary Maps, the Inclusion Area Boundary Map, and any inclusions processed pursuant to Section V.A.7 below.

Service Plan Amendment: means an amendment to this Amended 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.

TAH MD Nos. 1-5: means The Aurora Highlands Metropolitan District Nos. 1, 2, 3, 4, and 5.

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 Initial Districts' Boundaries includes approximately 69.312 acres and the total area proposed to be included in the Inclusion Area Boundaries is approximately 3,855 acres. A legal description of the Initial District Boundaries is attached hereto as **Exhibit A**. A vicinity map is attached hereto as **Exhibit B**. Maps of the Initial District Boundaries are attached hereto as **Exhibit C-1**, and a map of the Inclusion Area Boundaries is attached hereto as **Exhibit C-2**. The Inclusion Area Boundaries include portions of unincorporated property in Adams County, however, no inclusion can be processed of any of the property in that area until it has been annexed to the City and the City has provided prior written consent to such inclusion. It is anticipated that the Districts' boundaries may change from time to time as they undergo 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 the Initial Districts' Boundaries and the Inclusion Area Boundaries, as well as any inclusions processed pursuant to Article V.A.7 below. The current assessed valuation of the Service Area is \$0.00 for purposes of this Amended Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The population of the Districts, together with the AACMD, TAH MD Nos. 1-5, and First Creek Ranch Metropolitan District (to be known as First Creek Ranch Metropolitan District No. 6) at build-out is estimated to be approximately Forty-One Thousand, Eight Hundred and Twenty-Three (41,823) people.

Approval of this Amended Service Plan by the City does not imply approval of the development of a specific area within the Districts, 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 Amended 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 Districts and Amended Service Plan.

The Districts shall have the power and authority to provide the Public Improvements and related operation and maintenance services within and without the boundaries of the Districts 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 Districts shall not violate any protection clauses of the United States or Colorado State Constitutions. The Districts 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, subsequent to the City's approval of this Amended Service Plan, shall insert the foregoing provision in contracts or subcontracts let by the Districts to accomplish the purposes of this Amended 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 owners 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 Fees 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 residents of the Districts. 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 that 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 Districts 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 Districts 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 Districts 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 Districts 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 Districts 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 Amended 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(s).

7. Inclusion Limitation. Prior written consent of the City shall be required prior to:

(a) Inclusion of property that was not annexed to the City as of the date of the City's approval of this Amended and Restated Service Plan;

(b) Inclusion of property that is outside the boundaries of the Service Area; and

(c) Inclusion of property based upon a petition of the fee owner or owners of less than 100 percent of such property.

Any and all property included within the Districts' boundaries shall be deemed to be included within the Service Area.

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, without the prior written consent of the City, 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 Districts shall not, without the written consent of the City: (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. Each of the Districts shall not issue Debt in excess of Four Billion Dollars (\$4,000,000,000).

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 Districts 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 Districts without any limitation.

13. Consolidation Limitation. District Nos. 1 and 2 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 within one or more of the AACMD, TAH MD Nos. 1-5, First Creek Ranch Metropolitan District (to be known as The Aurora Highlands Metropolitan District No. 6) or District Nos. 1 and 2.

14. Bankruptcy Limitation. All of the limitations contained in this Amended 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 an Amended 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 Amended 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. Website. When a district is required to have a website in accordance with the requirements of C.R.S. Section 32-1- 104.5, the District shall establish, maintain and annually update a public website or provide information on a shared community website, on which the District will timely post all information and documents required by C.R.S. § 32-1-104.5.

16. Service Plan Amendment Requirement. This Amended Service Plan has been designed with sufficient flexibility to enable the Districts to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the Districts which violate the limitations set forth in Sections V.A.1-15 above or in Section VII.B-G shall be deemed to be material modifications to this Amended Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the Districts.Preliminary Engineering Survey.

The Districts 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 Districts, 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 Four Billion Dollars (\$4,000,000,000).

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, together with the TAH CAB, AACMD, TAH MD Nos. 1-5, and First Creek Ranch Metropolitan District (to be known as The Aurora Highlands Metropolitan District No. 6) will undertake the financing and construction of the improvements contemplated herein. Specifically, the Districts, with the AACMD, TAH MD Nos. 1-5, First Creek Ranch Metropolitan District (to be known as The Aurora Highlands Metropolitan District No. 6), and/or TAH CAB, shall enter into one or more Intergovernmental Cost Sharing and Recovery 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 Districts, with the AACMD, TAH MD Nos. 1-5, First Creek Ranch Metropolitan District (to be known as The Aurora Highlands Metropolitan District No. 6), and/or TAH CAB, will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements. All such agreements will be designed to help assure the orderly development of the Public Improvements and essential services in accordance with the requirements of this Amended Service Plan. Implementation of such intergovernmental agreement(s) is essential to the orderly implementation of this Amended Service Plan. Accordingly, any determination of any Board to set aside said intergovernmental agreement(s) without the consent of all of the Districts shall be a material modification of the Amended Service Plan. Said intergovernmental agreement(s) may be amended by mutual agreement of the Districts without the need to amend this Amended Service Plan.

The Districts shall be authorized to enter into agreements which shall govern the relationships between and among the Districts, additional Title 32 districts, and other governments, with respect to the financing, construction and operation of the improvements contemplated herein.

VI. REGIONAL IMPROVEMENTS

The Districts 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 the AACMD entering into the ARTA Establishment Agreement the Regional Intergovernmental Improvements Agreement, and the Districts and AACMD entering into the ARI Mill Levy IGA described below..

In that regard, the City, Adams County and the AACMD entered into the ARTA Establishment Agreement to form the ARTA on February 27, 2018 as supplemented by that First Supplement to the Establishment Agreement.

The Districts shall impose and convey the ARI Mill Levy in accordance with the ARI Mill Levy IGA, as the same may be amended from time to time, as follows:

A. Beginning in 2021, for collection in 2022 and continuing each year thereafter until the ARTA Establishment Agreement is terminated on its terms, each District will impose an ARI Mill Levy equal to five (5) mills, plus any applicable Mill Levy Adjustment, minus any ARTA Mill Levy, on all property within their boundaries, as such boundaries may be amended from time to time by the inclusion of property, and transfer the revenues derived therefrom to ARTA within the time frame provided in the ARI Mill Levy IGA, as it may be amended from time to time, for use by ARTA in ARTA's discretion as all other legally available revenues of ARTA.

B. Unless the City agreed/agrees otherwise in writing, the Regional Improvements shall be limited to the costs of overhead and administration of the ARTA and the capital costs and repayment of debt to be incurred by the ARTA, for the planning, design, permitting, financing, construction, acquisition, installation, relocation, and/or redevelopment of improvements set forth in the ARTA Establishment Agreement, as amended from time to time (as defined in the Special District Act) incurred as a result of the participation in the ARTA Establishment Agreement. 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.

C. The Districts shall cease to be obligated to impose, collect and convey the revenue from the ARI Mill Levy described in this Section VI at such time as the area within the Districts' 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 Districts each shall have the authority to issue Debt for the Regional Improvements, in an amount not to exceed Four Billion Dollars (\$4,000,000,000) pursuant to agreements as described in Sections VI.A, B, or C above. Such limit is not subject to the Total Debt Issuance Limitation described in section VII below.

VII. FINANCIAL PLAN

A. General.

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from

their revenues and by and through the proceeds of Debt to be issued by the Districts. The Financial Plan for the Districts shall be to issue such Debt as the Districts can reasonably pay within the Maximum Debt Mill Levy Imposition Term from the revenues derived from the Maximum Debt Mill Levy, Fees, and other legally available revenues. The total Debt that the Districts shall each be permitted to issue shall not exceed Four Billion Dollars (\$4,000,000,000) and shall be permitted to be issued on a schedule and in such year or years as the Districts determine shall meet the needs of the Financial Plan referenced above and shall be phased to serve development as it occurs. All Bonds and other Debt issued by the Districts may be payable from any and all legally available revenues of the Districts, including general ad valorem taxes and Fees to be imposed upon all Taxable Property within the Districts. The Districts 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 Amended 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 a District is permitted to impose upon the taxable property within such 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, subject to the Mill Levy Adjustment.

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, such District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in such District’s Debt to assessed ratio. All Debt issued by the Districts 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 Districts are 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.

The Maximum Debt Mill Levy shall not apply to the Districts’ Operations and Maintenance Mill Levies.

D. Maximum Debt Mill Levy Imposition Term.

The Districts 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 Districts 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 imposing the mill levy are residents of such 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.

Each of the Districts 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 Districts may also rely upon various other revenue sources authorized by law. At the Districts’ 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 any District exceed the Maximum Debt Mill Levy or, for residential property within a District, the Maximum Debt Mill Levy Imposition Term, except pursuant to an intergovernmental agreement between a District(s) 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 Amended 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 Amended 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 Districts.

G. Security for Debt.

The Districts shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Amended Service Plan. Approval of this Amended Service Plan shall not be construed as a guarantee by the City of payment of any of the Districts' obligations; nor shall anything in the Amended 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 Districts in the payment of any such obligation.

H. TABOR Compliance.

The Districts will comply with the provisions of TABOR. In the discretion of the Board, the Districts 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 Districts will remain under the control of the Districts' Boards, except as approved by written consent of the City.

I. Districts' Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the Districts' organization and initial operations, in conjunction with TAH MD Nos. 1-5, First Creek Ranch Metropolitan District (to be known as The Aurora Highlands Metropolitan District No. 6), and AACMD, are anticipated to be One Million Dollars (\$1,000,000), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the Districts will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The first year's operating budget, in conjunction with TAH MD Nos. 1-5, First Creek Ranch Metropolitan District (to be known as The Aurora Highlands Metropolitan District No. 6), and AACMD, is estimated to be One Million Six Hundred Forty Thousand Dollars (\$1,640,000), which is anticipated to be derived from property taxes and other revenues.

The Maximum Debt Mill Levy for the repayment of Debt shall not apply to the Districts' ability to increase their respective Operations and Maintenance Mill Levy as necessary for provision of operation and maintenance services to their taxpayers and service users.

J. Agreed Upon Procedures Examination.

For districts with property within their boundaries developed with any residential uses, at such time that a majority of Board of Directors of the District are residents of the district, the district is encouraged to engage the services of a certified public accountant for an Agreed Upon Procedures Engagement. The Board of Directors, in its discretion, will set the scope and the procedures for the engagement.

VIII. ANNUAL REPORT

A. General.

Each of the Districts 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. The annual report shall include all information required pursuant to the Special District Act.

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 Districts' boundaries 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 Districts' rules and regulations, if any as of December 31 of the prior year.
4. A summary of any litigation which involves the Districts Public Improvements as of December 31 of the prior year.
5. Status of the Districts' construction of the Public Improvements as of December 31 of the prior year.
6. A list of all facilities and improvements constructed by the Districts that have been dedicated to and accepted by the City as of December 31 of the prior year.
7. The final assessed valuation of the Districts as of December 31 of the reporting year.
8. Current year budget including a description of the Public Improvements to be constructed in such year.
9. Audit of the Districts 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 Districts, which continue beyond a ninety (90) day period, under any Debt instrument.
11. Any inability of the Districts to pay their 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 Districts were created have been accomplished, the Districts agree 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 Districts have provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

X. DISCLOSURE NOTICES AND MEETINGS

1. The Districts will use reasonable efforts and due diligence to cause each developer and home builder to provide written notice of disclosure to all initial purchasers of property in the respective District that describes the general purpose of the district and financial impact on each residential property at the time of entering into the purchase contract. 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. The form of notice shall be substantially in the form of **Exhibit E** attached hereto; provided that such notice may be modified by the Districts so long as a new notice is submitted to and approved by the City prior to using such modified notice. Any modified notice will be expected to provide the following information for the District(s):

- a. General description and purpose(s) of the Districts.
- b. Contact information for the Districts.
- c. Website address for the Districts (once established per Section V.A.15).
- d. District boundary maps showing all lots within the Districts.
- e. The Maximum Debt Mill Levy that may be imposed on the residential property for each year the Districts are in existence and a calculation of the associated taxes that the homeowner will pay.
- f. List of all other taxing entities within the Districts' boundaries and their current mill levies and associated taxes.
- g. The Districts' Total Debt Issuance Limitation and a description of the Public Improvements that the Districts' Debt is being issued to pay for.
- h. The Maximum Debt Mill Levy Imposition Term, providing an understanding of the duration for which the property will be taxed to pay off Debt.
- i. A description of what the Operations and Maintenance Mill Levy is, pays for, and the duration that the property will be taxed to pay for the eligible Operations and Maintenance Mill Levy expenses.
- j. Any and all Fees currently imposed on each residential property for each year the Districts are in existence.
- k. Any additional information required by the Colorado Revised Statutes, including without limitation C.R.S. § 38-35.7-110, as amended from time to time.

The Districts will use reasonable efforts and due diligence to cause each developer and home builder to require that each home buyer is asked to acknowledge receipt of such notice of disclosure at the time of entering into the purchase contract.

2. To ensure that potential residential buyers are educated about the Districts, the Districts will provide the information identified in Section X.2 above to the developer or home builders for prominent display at all sales offices, and by inspecting the sales offices within the Districts' Boundaries on a quarterly basis to assure the information provided is accurate and prominently displayed.

3. The Districts shall provide annual notice to all eligible electors of the District, in accordance with Section 32-1-809, C.R.S. In addition, the Districts shall record a District public disclosure document and a map of the Districts' boundaries with the Clerk and Recorder of each County in which District property is located, in accordance with Section 32-1-104.8, C.R.S. The Districts shall use reasonable efforts to ensure that copies of the annual notice, public disclosure document and map of the Districts' boundaries are provided to potential purchasers of real property within the Districts as part of the seller's required property disclosures.

4. All special and regular District meetings shall be open to the public and shall be held at a location within the Service Area, or virtually with participation via teleconference, webcast, video conference or other technological means. If a Board meeting is held virtually, the Districts shall provide information on the Districts' website accessible to all residents on how to access and participate in the virtual meeting. If the Districts utilize email to communicate with residents, the Districts shall also send notification of the virtual meeting by email. The Districts shall provide notification via the Districts' website and, if applicable, email, at least ten (10) days prior to the virtual Board meeting. If the Board schedules a virtual special meeting that will be convened in fewer than ten (10) days, the District shall provide notification via the District website and, if applicable, email, as soon as possible after scheduling the special meeting.

XI. INTERGOVERNMENTAL AGREEMENT

The form of the intergovernmental agreement required by the City Code, relating to the limitations imposed on the Districts' activities, is attached hereto as **Exhibit E**. The Districts shall approve the intergovernmental agreement in the form attached as **Exhibit E** at their first Board meeting after the City's approval of this Amended and Restated Service Plan. Failure of the Districts 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 E** at the public hearing approving the Amended Service Plan.

XII. CONCLUSION

It is submitted that this Amended Service Plan for the Districts, 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 Districts;

2. The existing service in the area to be served by the Districts is inadequate for present and projected needs;

3. The Districts are capable of providing economical and sufficient service to the area within its proposed boundaries; and

4. The area to be included in the Districts 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 Districts are compatible with the facility and service standards of the City within which the special districts are 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 Districts is in the best interests of the area proposed to be served.

EXHIBIT A

Districts' Initial Boundaries Legal Descriptions

LEGAL DESCRIPTION
ATEC METROPOLITAN DISTRICT NO. 1

ALL THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED MAY 29, 2007 AT RECEPTION NO. 2007000052063 RECORDED IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER OF ADAMS COUNTY, STATE OF COLORADO BEING A PORTION OF SECTION 21 AND A PORTION OF THE WEST HALF OF SECTION 28, ALL IN TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 28, WHENCE THE SOUTH QUARTER CORNER OF SAID SECTION 28 BEARS SOUTH 89°54'42" EAST 2,662.71 FEET, AND ALL BEARINGS ARE MADE AS A REFERENCE HEREON;

THENCE ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28, SOUTH 89°54'41" EAST 210.00 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN BOOK 798 AT PAGE 210 OF THE RECORDS OF THE CLERK AND RECORDER OF SAID ADAMS COUNTY;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID PARCEL OF LAND, NORTH 00°17'17" WEST 30.00 FEET TO THE INTERSECTION OF SAID EASTERLY BOUNDARY AND A LINE PARALLEL WITH AND DISTANT 30.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28 AND THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID EASTERLY BOUNDARY THE FOLLOWING 3 COURSES:

- 1) NORTH 00°17'18" WEST 2,639.67 FEET;
- 2) NORTH 00°17'04" WEST 2,669.51 FEET;
- 3) NORTH 00°16'20" WEST 744.45 FEET TO THE NORTHERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN BOOK 4445 AT PAGE 140 IN SAID RECORDS;

THENCE ALONG SAID NORTHERLY BOUNDARY, SOUTH 89°35'27" EAST 471.95 FEET;

THENCE DEPARTING SAID NORTHERLY BOUNDARY, SOUTH 00°31'12" EAST 6,051.20 FEET TO SAID PARALLEL LINE;

THENCE, ALONG SAID PARALLEL LINE, NORTH 89°54'41" WEST 496.78 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 67.312 ACRES (2,932,107 SQ. FT.), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



DANIEL E. DAVIS, PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

AND

LEGAL DESCRIPTION

ATEC 1 -

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 29, 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 SOUTHEAST CORNER OF SAID SECTION 29;

THENCE ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, NORTH 00°17'18" WEST A DISTANCE OF 30.00 FEET TO THE NORTHERLY RIGHT-OF-WAY OF EAST 26TH AVENUE AS DESCRIBED IN ROAD PETITION NO. 622 RECORDED IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF ADAMS, SAID STATE AND A LINE PARALLEL WITH AND DISTANT 30.00 FEET NORTHERLY TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY AND SAID PARALLEL LINE, SOUTH 89°35'36" WEST, A DISTANCE OF 150.00 FEET;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY AND PARALLEL LINE NORTH 00°17'18" WEST, A DISTANCE OF 208.71 FEET TO A LINE PARALLEL WITH AND DISTANT 238.71 FEET NORTHERLY TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID LAST DESCRIBED PARALLEL LINE, SOUTH 89°35'36" WEST, A DISTANCE OF 208.71 FEET TO A LINE PARALLEL WITH AND DISTANT 358.71 FEET WESTERLY TO THE EAST LINE OF SAID SOUTHEAST QUARTER;

THENCE ALONG SAID LAST DESCRIBED PARALLEL LINE, NORTH 00°17'18" WEST, A DISTANCE OF 208.71 FEET TO A LINE PARALLEL WITH AND DISTANT 447.42 FEET NORTHERLY TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER;

THENCE ALONG SAID LAST DESCRIBED PARALLEL LINE, NORTH 89°35'36" EAST, A DISTANCE OF 208.71 FEET TO A LINE PARALLEL WITH AND DISTANT 150.00 FEET WESTERLY TO THE EAST LINE OF SAID SOUTHEAST QUARTER;

THENCE ALONG SAID LAST DESCRIBED PARALLEL LINE, SOUTH 00°17'18" EAST, A DISTANCE OF 208.71 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 1.000 ACRES, (43,560 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

DANIEL E. DAVIS, PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122



LEGAL DESCRIPTION

ATEC 2 -

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 29, 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 SOUTHEAST CORNER OF SAID SECTION 29;

THENCE ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, NORTH 00°17'18" WEST A DISTANCE OF 30.00 FEET TO THE NORTHERLY RIGHT-OF-WAY OF EAST 26TH AVENUE AS DESCRIBED IN ROAD PETITION NO. 622 RECORDED IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF ADAMS, SAID STATE AND A LINE PARALLEL WITH AND DISTANT 30.00 FEET NORTHERLY TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY AND SAID PARALLEL LINE, SOUTH 89°35'36" WEST, A DISTANCE OF 358.71 FEET;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY AND PARALLEL LINE NORTH 00°17'18" WEST, A DISTANCE OF 208.71 FEET TO A LINE PARALLEL WITH AND DISTANT 238.71 FEET NORTHERLY TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID LAST DESCRIBED PARALLEL LINE SOUTH 89°35'36" WEST, A DISTANCE OF 208.71 FEET TO A LINE PARALLEL WITH AND DISTANT 567.42 FEET WESTERLY TO THE EAST LINE OF SAID SOUTHEAST QUARTER;

THENCE ALONG SAID LAST DESCRIBED PARALLEL LINE, NORTH 00°17'18" WEST, A DISTANCE OF 208.71 FEET TO A LINE PARALLEL WITH AND DISTANT 447.42 FEET NORTHERLY TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER;

THENCE ALONG SAID LAST DESCRIBED PARALLEL LINE, NORTH 89°35'36" EAST, A DISTANCE OF 208.71 FEET TO A LINE PARALLEL WITH AND DISTANT 358.71 FEET WESTERLY TO THE EAST LINE OF SAID SOUTHEAST QUARTER;

THENCE ALONG SAID LAST DESCRIBED PARALLEL LINE, SOUTH 00°17'18" EAST, A DISTANCE OF 208.71 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 1.000 ACRES, (43,560 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

DANIEL E. DAVIS, PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122



EXHIBIT B

Aurora Vicinity Map

Aurora Vicinity Map

(Boundaries not to scale, for informational purposes only)

EAST 56TH AVE.

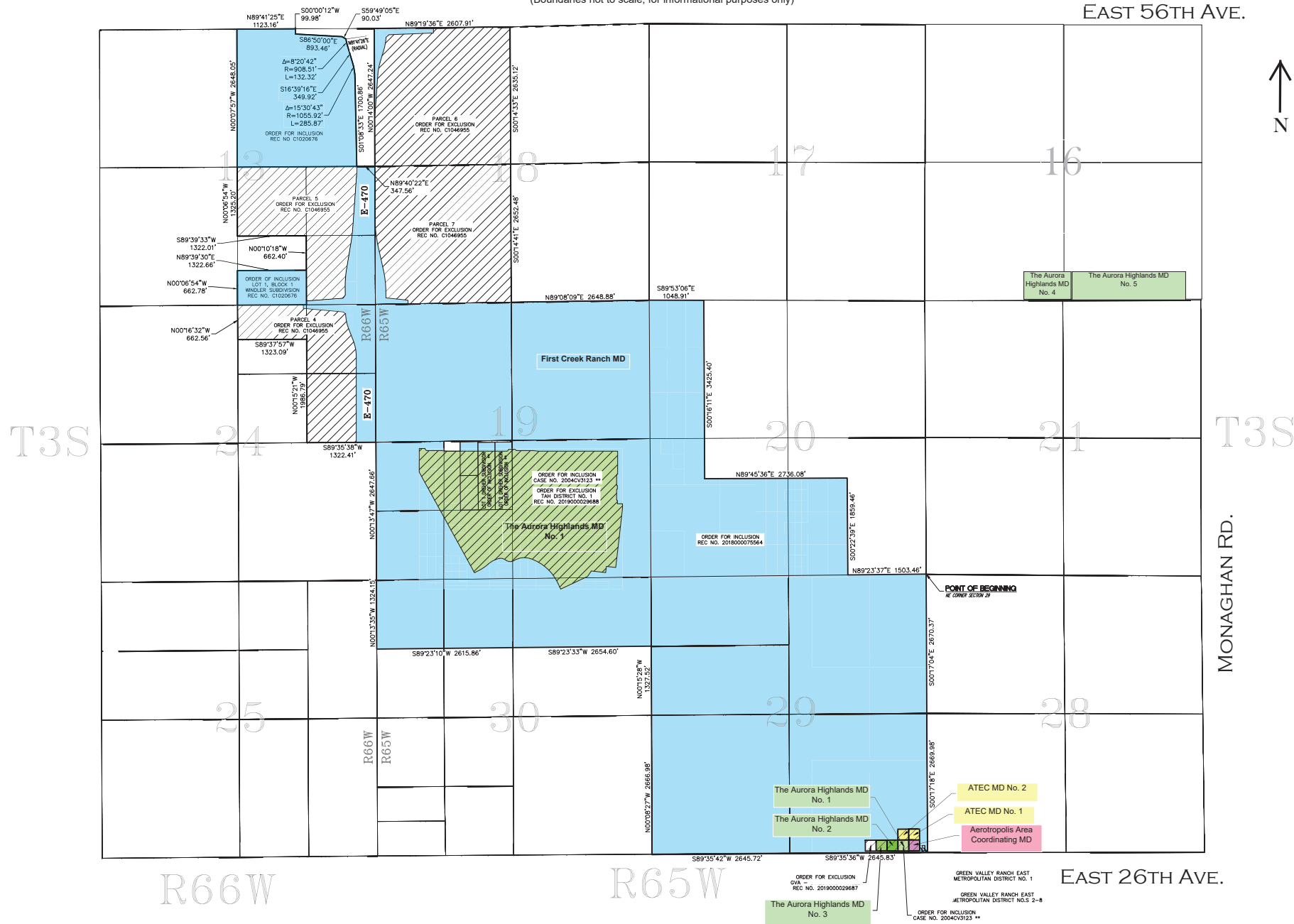
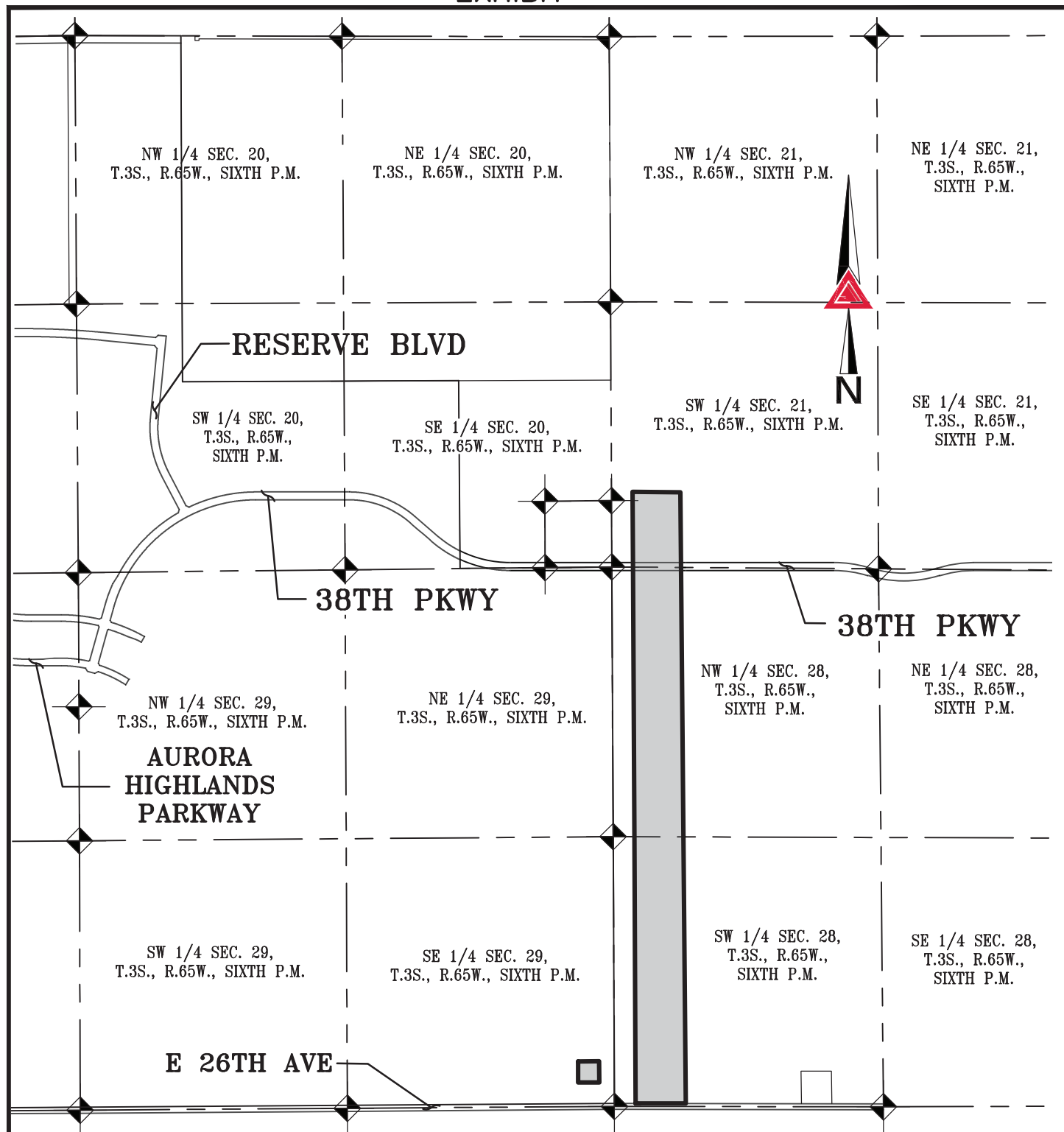


EXHIBIT C-1

Districts' Initial Boundary Map

EXHIBIT



NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q:\DWG\EXHIBITS\
 DWG NAME: (2020-05-14) ATEC Metro District No. 1
 DWG: BJM CHK: BJM
 DATE: 5/14/2020
 SCALE: 1" = 1,400'



AZTEC
 CONSULTANTS, INC.

300 East Mineral Ave,
 Suite 1
 Littleton, Colorado 80122
 Phone: (303)713-1898
 Fax: (303)713-1897
www.aztecconsultants.com

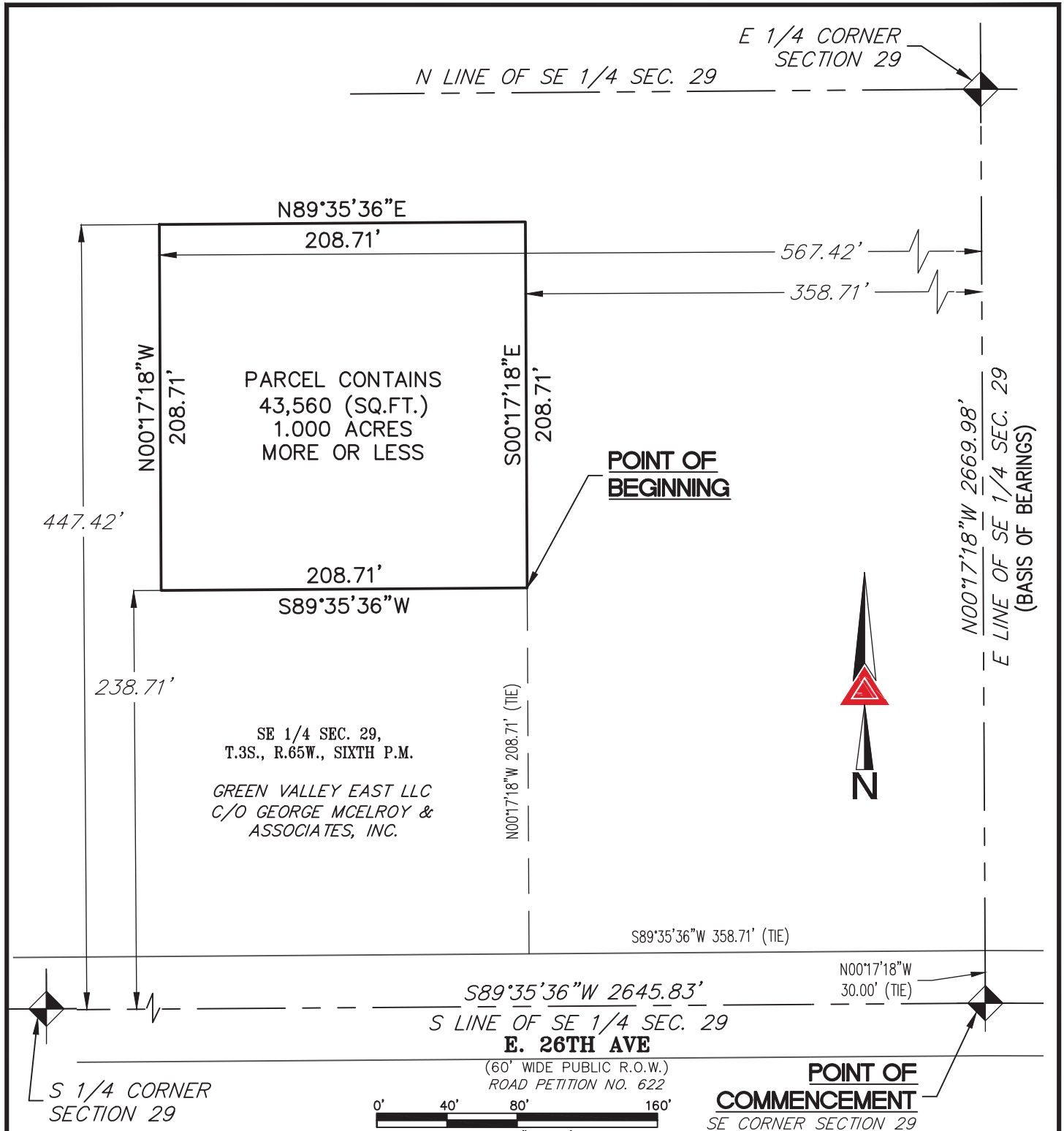
EXHIBIT

ATEC METRO DISTRICT NO. 1
 ADAMS COUNTY, COLORADO

JOB NUMBER 132418-03

1 OF 1 SHEETS

ILLUSTRATION TO LEGAL DESCRIPTION

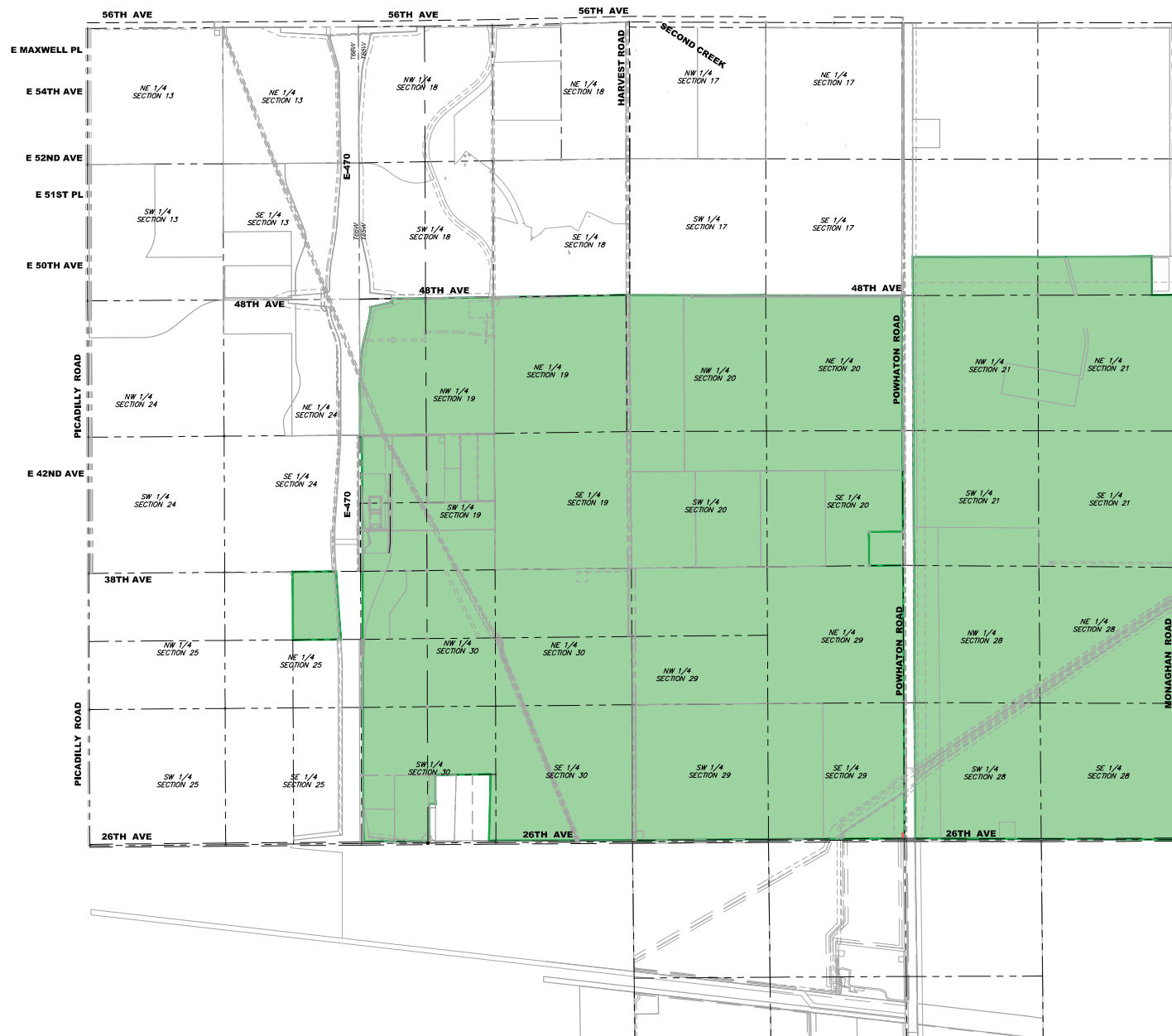


NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

<p>PATH: Q:132418-02\DWG\EXHIBITS\ DWG NAME: I (ATEC2) DWG: DED CHK: JRW DATE: 11/22/2019 SCALE: 1" = 80'</p>	<p>AZTEC CONSULTANTS, INC. 300 East Mineral Ave, Suite 1 Littleton, Colorado 80122 Phone: (303)713-1898 Fax: (303)713-1897 www.aztecconsultants.com</p>	<p>EXHIBIT SE 1/4 SEC. 29, T3S, R65W, 6TH P.M. ADAMS COUNTY, COLORADO JOB NUMBER 136618-02 2 OF 2 SHEETS</p>
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EXHIBIT C-2

Inclusion Area Boundary Map



 FUTURE INCLUSION AREA ~ 3,855 ac



HRCgreen.com

FUTURE INCLUSION AREA
JANUARY 13, 2022

EXHIBIT D

Notice of Special District Disclosure

Notice of Special District Disclosure

ATTENTION HOMEBUYER: You are purchasing a home that is located within ***District name*** **Metropolitan District**. This District has the authority to issue bonds or other debt to pay for development improvements and levy taxes and fees on all properties within the District for debt repayment and ongoing operations and maintenance.

Name of District:	<i>District name</i> Metropolitan District
Contact Information for District:	
District Website:	
District Boundaries:	See attached map.
Purpose of the District:	<p>Metropolitan district organized pursuant to C.R.S. § 32-1-101 et seq. The District was created to assist with the planning, design, acquisition, construction, installation, operation, maintenance, relocation, and financing of certain public improvements serving the <i>project name</i> located the City of Aurora, Colorado and described further in the District's Service Plan.</p> <p>A copy of the District's Service Plan can be found on the District's website or by contacting the District at the District contact information above.</p>
Authorized Types of District Taxes:	Debt Mill Levy and Operations and Maintenance Mill Levy These mill levies result in taxes you will owe to the District and are described further below.
District's Total Debt Issuance Authorized per District's Service Plan:	\$
District Improvements Financed by Debt:	The District intends to, or has already issued debt to pay for <i>[list major Public Improvement categories, and where appropriate identify specific improvements by name (i.e. specific roads, parks, etc.)]</i>
Maximum Debt Mill Levy that may be levied annually on properties within the District to pay back debt:	<p>Maximum Debt Mill Levy: 50.000 Mills</p> <p>The Maximum Debt Mill Levy may adjust based on changes in the residential assessment ratio occurring after January 1, 2004.</p> <p><i>[depending on service plan amendments, add info about the Board potentially being able to change the Debt Mill Levy]</i></p>

Ongoing Operations and Maintenance Services of the District:	The District intends to impose an Operations and Maintenance Mill Levy to pay for <i>[list eligible ongoing administration, operating and maintenance obligations]</i>
District Fees:	<i>[For transparency, District should indicate that the Board may choose to impose operations and maintenance fees in the future]</i>
Other Taxing Entities to which you will pay taxes to:	<i>[List all taxing entities and current mill levies within the District Boundaries as identified by the County Assessor]</i>

Sample Calculation of Taxes Owed for a Residential Property within the District:

Assumptions:

Average market value of home in District is \$_____ Debt Mill Levy is 50 mills

Operations and Maintenance Mill Levy is _____ mills

Total Metropolitan District mill levies = 60 mills

Calculation of Metropolitan District Taxes:

\$_____ x .0715 = \$_____ (Assessed Valuation)

\$_____ x .060 mills = \$_____ per year in taxes owed solely to the Metro District

Total Additional Mill Levies from Other Taxing Entities: _____ mills = \$ _____ annual taxes

TOTAL [YEAR] PROPERTY TAXES FOR A HOME COSTING \$_____ = \$_____

THIS ESTIMATE ONLY PROVIDES AN ILLUSTRATION OF THE AMOUNT OF THE NEW PROPERTY TAXES THAT MAY BE DUE AND OWING AFTER THE PROPERTY HAS BEEN REASSESSED AND, IN SOME INSTANCES, RECLASSIFIED AS RESIDENTIAL PROPERTY. THIS ESTIMATE IS NOT A STATEMENT OF THE ACTUAL AND FUTURE TAXES THAT MAY BE DUE. FIRST YEAR PROPERTY TAXES MAY BE BASED ON A PREVIOUS YEAR'S TAX CLASSIFICATION, WHICH MAY NOT INCLUDE THE FULL VALUE OF THE PROPERTY AND, CONSEQUENTLY, TAXES MAY BE HIGHER IN SUBSEQUENT YEARS. A SELLER HAS COMPLIED WITH THIS DISCLOSURE STATEMENT AS LONG AS THE DISCLOSURE IS BASED UPON A GOOD-FAITH EFFORT TO PROVIDE ACCURATE ESTIMATES AND INFORMATION.

ACKNOWLEDGED AND AGREED TO BY BUYER:

Name: _____
Date: _____

EXHIBIT E

Amended and Restated Intergovernmental Agreement between the Districts and Aurora

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO, ATEC METROPOLITAN DISTRICT NO. 1 AND ATEC METROPOLITAN DISTRICT NO. 2

THIS **AGREEMENT** is made and entered into as of this ____ day of _____, 20____, by and between the **CITY OF AURORA**, a home-rule municipal corporation of the State of Colorado (“**City**”), **ATEC METROPOLITAN DISTRICT NO. 1** and **ATEC METROPOLITAN DISTRICT NO. 2**, quasi-municipal corporations and political subdivisions of the State of Colorado (the “**Districts**”). The City and the Districts are collectively referred to as the Parties.

RECITALS

WHEREAS, the Districts were organized to provide those services and to exercise powers as are more specifically set forth in the Districts’ Amended Service Plan approved by the City on _____ (“**Service Plan**”); and

WHEREAS, the Amended Service Plan makes reference to the execution of an intergovernmental agreement between the City and the Districts, as required by the Aurora City Code; and

WHEREAS, the City, and the Districts previously entered into that certain Intergovernmental Agreement dated November 21, 2019 (the “**Original IGA**”); and

WHEREAS, upon execution of this Amended and Restated Intergovernmental Agreement by the City and the Districts, this Amended and Restated Intergovernmental Agreement is intended to amend and restate the Original IGA in its entirety; and

WHEREAS, the City and the Districts 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 Amended Service Plan) to the City or other appropriate jurisdiction or owners 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 to operate and maintain any Public Improvements that have not been

dedicated for operation and maintenance to another entity. 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 City 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 administrative fees as necessary to cover additional expenses associated with Non-District City residents to ensure that such costs are not the responsibility of the Districts' residents. All such Fees shall be based upon the Districts' 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 that are interconnected with a City or a 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 Districts 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 Districts 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 Districts 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 Districts 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 Districts 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 Amended 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(s).

7. Inclusion Limitation. Prior written consent of the City shall be required prior to:

(a) Inclusion of property that was not annexed to the City as of the date of the City's approval of the Amended Service Plan;

(b) Inclusion of property that is outside the boundaries of the Service Area; and

(c) Inclusion of property based upon a petition of the fee owner or owners of less than 100 percent of such property.

Any and all property included within the Districts' boundaries shall be deemed to be included within the Service Area.

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, without the prior written consent of the City, 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. On or before the effective date of approval by the City of an Approved Development Plan (as defined in the Amended Service Plan), the Districts 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. Each of the Districts shall not issue Debt in excess of Four Billion Dollars (\$4,000,000,000).

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 Districts shall not be authorized to incur any indebtedness under the Amended and Restated Service Plan until such time as the Districts have approved and executed this Amended and Restated Intergovernmental Agreement and approved the imposition of the Aurora Regional Improvement Mill Levy (as defined in the Amended Service Plan) upon all taxable property located within the boundaries of the Districts.

13. Monies from Other Governmental Sources. The Districts 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 Districts without any limitation.

14. Consolidation. District Nos. 1 and 2 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 AACMD, The Aurora Highlands Metropolitan District Nos. 1-5, First Creek Ranch Metropolitan District (to be known as The Aurora Highlands Metropolitan District No. 6), District No. 1 or District No. 2.

15. Bankruptcy. All of the limitations contained in this Amended 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 an Amended 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 Amended 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. Website. When a district is required to have a website in accordance with the requirements of C.R.S. Section 32-1- 104.5, the District shall establish, maintain and annually update a public website or provide information on a shared community website, on which the District will timely post all information and documents required by C.R.S. § 32-1- 104.5.

17. 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.

18. Disclosure to Purchasers. Subsequent to the City's approval of this Amended Service Plan:

a. The Districts will use reasonable efforts to assure that all developers of the property located within the Districts 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 Districts' authority to impose and collect rates, Fees, tolls and charges.

b. The notice shall conform with the City's standard model disclosure attached as Exhibit D to the Amended Service Plan, as may be amended from time to time.

c. The City shall be provided a copy of the notice 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.

19. Service Plan Amendment Requirement. Actions of the Districts which violate the limitations set forth in V.A.1-14 or VII.B-G of the Amended Service Plan shall be deemed to be material modifications to the Amended Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the Districts.

20. Multiple District Structure. It is anticipated that the Districts, together with the TAH CAB, AACMD, TAH MD Nos. 1-5, and First Creek Ranch Metropolitan District (to be known as The Aurora Highlands Metropolitan District No. 6) will undertake the financing and construction of the Public Improvements. Specifically, the Districts, with the AACMD, TAH MD Nos. 1-5, First Creek Ranch Metropolitan District (to be known as The Aurora Highlands Metropolitan District No. 6), and/or TAH CAB, shall enter into one or more Intergovernmental Cost Sharing and Recovery 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 Districts, with the AACMD, TAH MD Nos. 1-5, First Creek Ranch Metropolitan District (to be known as The Aurora Highlands Metropolitan District No. 6), and/or TAH CAB, will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements. All such agreements will be designed to help assure the orderly development of the Public Improvements and essential

services in accordance with the requirements of this Amended Service Plan. Implementation of such intergovernmental agreement(s) is essential to the orderly implementation of this Amended Service Plan. Accordingly, any determination of any Board to set aside said intergovernmental agreement(s) without the consent of all of the Districts shall be a material modification of the Amended Service Plan. Said intergovernmental agreement(s) may be amended by mutual agreement of the Districts without the need to amend this Amended Service Plan.

The Districts shall be authorized to enter into agreements which shall govern the relationships between and among the Districts, additional Title 32 districts, and other governments, with respect to the financing, construction and operation of the improvements contemplated herein.

21. Annual Report. The Districts 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 Amended Service Plan.

22. Regional Improvements. The Districts 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 the AACMD entering into the ARTA Establishment Agreement the Regional Intergovernmental Improvements Agreement, and the Districts and AACMD entering into the ARI Mill Levy IGA described below.

In that regard, the City, Adams County and the AACMD entered into the ARTA Establishment Agreement to form the ARTA on February 27, 2018 as supplemented by that First Supplement to the Establishment Agreement.

The Districts shall impose and convey the ARI Mill Levy in accordance with the ARI Mill Levy IGA, as the same may be amended from time to time, as follows:

(a) Beginning in 2021, for collection in 2022 and continuing each year thereafter until the ARTA Establishment Agreement is terminated on its terms, each District will impose an ARI Mill Levy equal to five (5) mills, plus any applicable Mill Levy Adjustment, minus any ARTA Mill Levy, on all property within their boundaries, as such boundaries may be amended from time to time by the inclusion of property, and transfer the revenues derived therefrom to ARTA within the time frame provided in the ARI Mill Levy IGA, as it may be amended from time to time, for use by ARTA in ARTA's discretion as all other legally available revenues of ARTA.

(b) Unless the City agreed/agrees otherwise in writing, the Regional Improvements shall be limited to the costs of overhead and administration of the ARTA and the capital costs and repayment of debt to be incurred by the ARTA, for the planning, design, permitting, financing, construction, acquisition, installation, relocation, and/or redevelopment of improvements set forth in the ARTA Establishment Agreement, as amended from time to time

(as defined in the Special District Act) incurred as a result of the participation in the ARTA Establishment Agreement. 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.

(c) The Districts shall cease to be obligated to impose, collect and convey the revenue from the ARI Mill Levy described in this Section VI at such time as the area within the Districts' 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.

23. 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 Amended Service Plan subject to the Mill Levy Adjustment

(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 Amended 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.

The Maximum Debt Mill Levy shall not apply to the Districts' respective Operations and Maintenance Mill Levies for the provision of operation and maintenance services to the Districts' taxpayers and service users.

24. Maximum Debt Mill Levy Imposition Term. The Districts shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI of the Amended 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.

25. 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 Districts:	ATEC Metropolitan District Nos. 1 and 2 c/o McGeady Becher P.C. 450 East 17th Avenue, Suite 400 Denver, CO 80203 Attn: Legal Notices Phone: (303) 592-4380 Fax: (303) 592-4385
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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
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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.

26. 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 Amended Service Plan.

27. Assignment. No 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 all other Parties, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

28. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Parties 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/Parties in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

29. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

30. 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.

31. 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.

32. 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 Districts 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 Districts and the City shall be for the sole and exclusive benefit of the Districts and the City.

33. 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.

34. 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.

35. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

36. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Amended Service Plan.

ATEC METROPOLITAN DISTRICT NOS. 1
and 2

By: _____
President

Attest:

Secretary

CITY OF AURORA, COLORADO

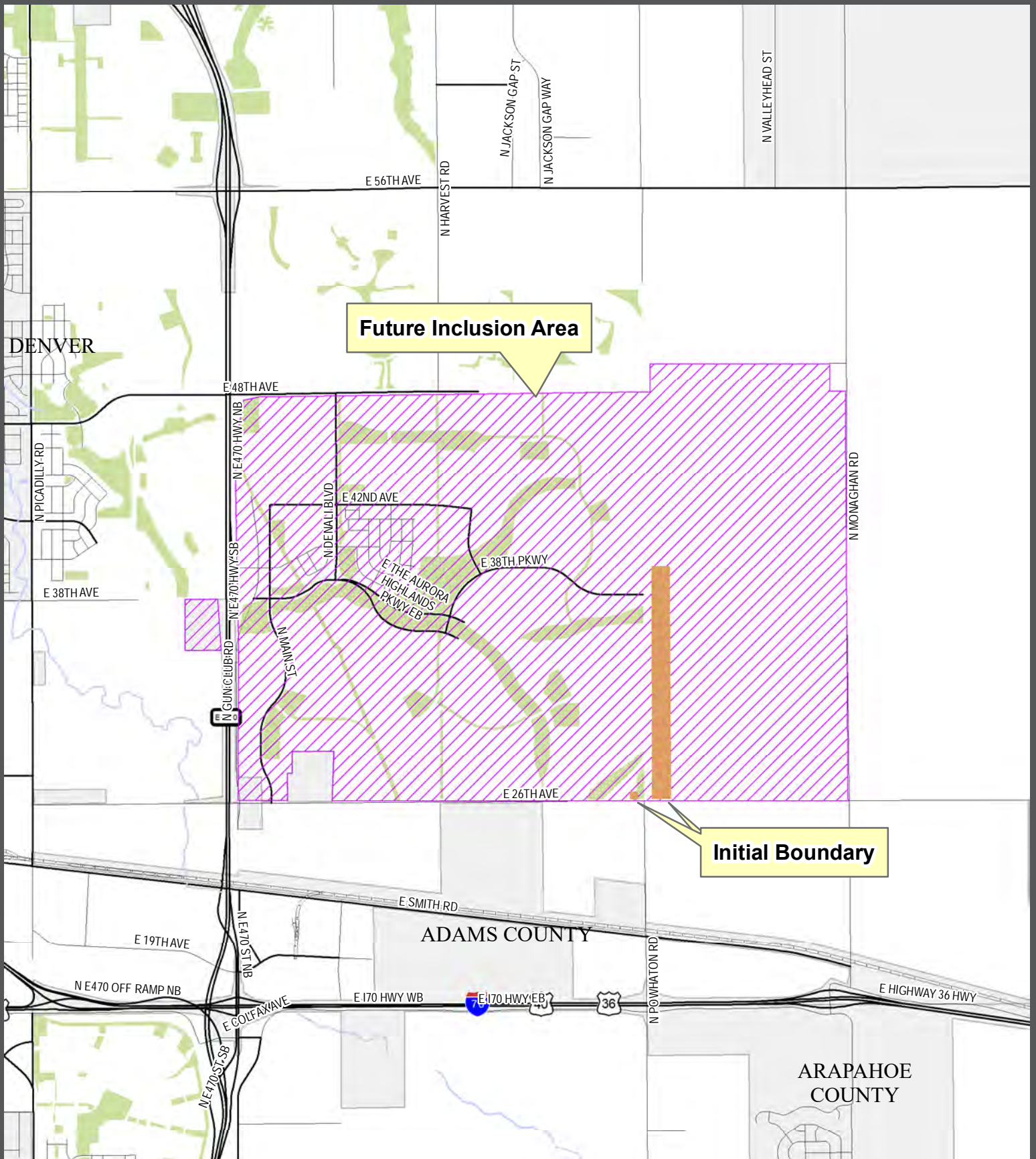
By: _____
MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

BRIAN J. RULLA, Assistant City Attorney



Planning & Development Services

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

City of Aurora, Colorado

ATEC
Metropolitan District

January 20, 2022



Legend

- Initial Boundary
- Future Inclusion Area
- Creeks
- Parks and Open Space
- Other Jurisdictions

Miles 0 0.275 0.55

ORDINANCE NO. 2022-__

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA,
COLORADO APPROVING THE AMENDED AND RESTATED SERVICE PLAN FOR
ATEC METROPOLITAN DISTRICT NO. 1 AND 2 AND AUTHORIZING THE EXECUTION
OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA,
COLORADO AND THE DISTRICTS

WHEREAS, pursuant to Section 32-1-204.5, C.R.S., as amended, and Section 122-29 of the City Code, an Amended and Restated Service Plan (the "Amended and Restated Service Plan") for ATEC Metropolitan District No. 1 and 2 (the "Districts") has been submitted to the City Council (the "City Council") of the City of Aurora, Colorado (the "City"); and

WHEREAS, the City Council previously approved the Service Plan for ATEC Metropolitan District No. 1 and 2 on August 6, 2018 (the "Existing Service Plans"); and

WHEREAS, at the time of approval by the City of the Existing Service Plans, the City, Adams County and Aerotropolis Area Coordinating Metropolitan District ("AACMD") were working together to organize the Aerotropolis Regional Transportation Authority ("ARTA"); and

WHEREAS, ARTA's boundaries overlap all the inclusion area for the Existing Districts as well as additional districts proposed contemporaneously with the Amended and Restated Service Plan; and

WHEREAS, the Aurora Regional Improvement mill levy as defined in Section 122-26 of the City Code and imposed within the City's model service plan allows for the formation of an Authority by three (3) or more districts to fund regional infrastructure with the pledge of their ARI mill levies collected from all member districts; and

WHEREAS, it has been determined that the imposition of the ARI mills as defined by City Code § 122-26 is not sufficient to provide the bonding capacity necessary to fund the improvements within the Districts' boundaries; and

WHEREAS, the intent of the City, Adams County and AACMD was to assure that five (5) mills, as adjusted, would be available from the inclusion area property tax base, to support the financing of the regional improvements that were the responsibility of ARTA to construct; and

WHEREAS, the Model Service Plan language regarding the ARI Mill Levy was modified in the Existing Service Plans to reflect the anticipated organization of ARTA, to allow for a five (5) mill, as Adjusted, ARI Mill Levy, that would be reduced by any ARTA mill levy; and

WHEREAS, the Districts wish to Amend and Restate the Service Plans for ATEC Metropolitan District Nos. 1 and 2 so that Districts will have substantially the same Service Plan and the same inclusion area as other districts within ARTA; 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 Second Amended, Restated, and Consolidated Service Plan for the Districts; 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 Amended and Restated Service Plan and all other testimony and evidence presented at the hearing; and

WHEREAS, the City Council finds that the Amended and Restated Service Plan should be approved unconditionally, 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, all legislative enactments must be in the form of ordinances pursuant to Section 5-1 of the Charter of the City of Aurora, Colorado and City Council Rule F.1 provides that an ordinance remains in effect until otherwise rescinded or amended by the City Council.

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

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 Amended and Restated Service Plan for the Districts 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 Amended and Restated 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 Districts;
- b. The existing service in the area to be served by the Districts is inadequate for present and projected needs;
- c. The Districts are capable of providing economical and sufficient service to the area within their proposed boundaries;
- d. The area to be included in the Districts 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, Adams 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 Districts are compatible with the facility and service standards of the City;
- g. The proposed Amended and Restated Service Plan is in substantial compliance with the comprehensive plan of the City as adopted pursuant to the City Code;
- h. The proposed Amended and Restated 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 proposed Amended and Restated Service Plan is in the best interests of the area proposed to be served.

Section 3. The City Council hereby approves the Amended and Restated Service Plan for the Districts as submitted.

Section 4. The ARI Mill Levy defined in this Service Plan applies only to ATEC Metropolitan District Nos. 1 and 2. In all other instances the definition of ARI Mill Levy in City Code §122-26 shall remain in full force and effect.

Section 5. The Districts shall not be authorized to incur any bonded indebtedness under the Amended and Restated Service Plan until such time as the Districts have approved and executed the Intergovernmental Agreement.

Section 6. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this ordinance shall be by reference, utilizing the ordinance title.

Section 7. A certified copy of this ordinance shall be submitted to the petitioners for the Districts for the purpose of filing in the District Court of Adams County.

Section 8. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Ordinance, are hereby rescinded.

Section 9. Future amendments to the Intergovernmental Agreement Between the City and the Districts as well as amendments to the Amended and Restated Service Plan shall be by resolution.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2022.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2022.

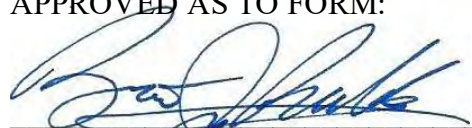
MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

C McK



BRIAN J. RULLA, Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: AN ORDINANCE ACCEPTING DESIGNATION AS THE APPROVING AUTHORITY FOR THE FIRST CREEK RANCH METROPOLITAN DISTRICT, APPROVING THE CONSOLIDATED SECOND AMENDED AND RESTATED SERVICE PLAN FOR THE AURORA HIGHLANDS METROPOLITAN DISTRICTS No. 1-5 AND FIRST CREEK RANCH

Item Initiator: Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance

Staff Source/Legal Source: Cesarina Dancy, Senior Development Project 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: 2/7/2022

Regular Meeting: 2/14/2022

ITEM DETAILS:

- AN ORDINANCE ACCEPTING DESIGNATION AS THE APPROVING AUTHORITY FOR THE FIRST CREEK RANCH METROPOLITAN DISTRICT, APPROVING THE CONSOLIDATED SECOND AMENDED AND RESTATED SERVICE PLAN FOR THE AURORA HIGHLANDS METROPOLITAN DISTRICTS No. 1-5 AND FIRST CREEK RANCH
- No Waiver of reconsideration requested
- No Sponsor
- Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance/ Brian Rulla, Assistant City Attorney
- No Outside speaker
- Estimated Presentation/discussion time 5/5

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

- | | |
|-----------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input checked="" type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 1/25/2022

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

- | | |
|-----------------------------------------------------------|-----------------------------------------------------------|
| <input checked="" type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input checked="" type="checkbox"/> 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.)

In 2004, the City adopted a model service plan for Title 32 Metropolitan Districts with the intent that any proposed service plan for a metropolitan district will be compliant with the model. The model service plan provides the following key features:

1. Maximum debt mill levy of 50 mills
2. Maximum term for debt repayment of 40 years (for residential districts),
3. Agreement to impose the Aurora Regional Improvements (ARI) mill levy.

The Aurora Highlands Metropolitan Districts Nos. 1-3 (formerly known as Green Valley Ranch East Metropolitan District Nos. 2-4) First Amended and Restated Service Plan and authorization of the execution of an Intergovernmental Agreement were approved by City Council in 2017. The Service Plan that was previously approved had several deviations from the model service plan adopted by the City.

This item was presented to Management Finance Committee on January 25, 2022 and received a recommendation to move forward to Study Session.

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

A Second Amended and Restated Service Plan for the Aurora Highlands Metropolitan Districts is being proposed to accept designation as the approving authority for First Creek Ranch Metropolitan District, amend and restate the existing service plans for The Aurora Highlands Metropolitan Districts Nos. 1-3, and approve service plans for the new districts The Aurora Highlands Metropolitan Districts Nos. 4 and 5, as well as First Creek Ranch Metropolitan District (tbka The Aurora Highlands Metropolitan District No. 6). The districts, along with ATEC Metropolitan Districts Nos. 1 and 2, and Aerotropolis Area Coordinating Metropolitan District, will serve The Aurora Highlands and the Aerotropolis Technology and Energy Corridor. The districts are located generally East and West of E-470, and South of 48th Avenue.

The districts will serve a combined total of 41,823 residents and will include single family attached and detached residential uses, high density multifamily uses, mixed uses, and commercial and industrial uses.

The proposed service plans deviate from **the City's model** and incorporate the same modifications as found in the previously approved service plans for the existing districts. The deviations being requested are:

- Imposition of 5 mills for regional improvements starting year 1 and language regarding such as related to the ARTA mill levy;
- Inclusion of the Community Authority Board Establishment Agreement;
- Maximum Debt Mill Levy Imposition Term increase to 50 years;
- Clarifications to the Service Area, Annexation requirements and date for compliance to **City's recently adopted model service plan**

The process for City Council to consider approval of this modification of the model service plan is by Ordinance instead of Resolution as with other service plan modifications. The ARI mill levy provisions are very specifically identified in City Code, therefore, changes to the mill levy to be imposed must be established by Ordinance.

QUESTIONS FOR COUNCIL

Does Council wish to move this item forward to the next Regular City Council Agenda for formal action?

LEGAL COMMENTS

Section 32-1-204.5(1), C.R.S. provides that no special district shall be organized if its boundaries are wholly contained within the boundaries of a municipality, except upon adoptions of a resolution of approval by the governing body of such municipality.

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.

Chapter 122 of the City Code establishes the procedure by which the proponents of a special district may seek approval for their district from the City. 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. Thereafter, the City Council shall adopt a resolution (1) approving the service plan without conditions or modifications; (2) disapproving the service plan; or (3) conditionally approving the service plan subject to the submission of information relating to, or the modification of, the service plan. (City Code Section. 122-35).

Section 122-30(21) further requires that the special district enter into a written agreement with the City. The proposed Intergovernmental Agreement satisfies the requirements set forth therein. As the proposed Agreement is with another governmental entity, a resolution is required to authorize its execution. (City Charter Section 10-12.)

All legislative enactments must be in the form of ordinances pursuant to Section 5-1 of the Charter of the City of Aurora, Colorado and City Council Rule F.1 provides that an ordinance remains in effect until otherwise rescinded or amended by the City Council.

Section 32-1-204.5, C.R.S. provides that if a special district that was originally approved by a board of county commissioners becomes wholly contained within the boundaries of a municipality, the governing body of the special district may petition the governing body of any such municipality to accept a designation as the approving authority for the special district. The municipality may accept the designation through the adoption of a resolution and that upon the adoption all powers and authorities vested in the board of county commissioners shall be transferred to the governing body of the municipality, which shall constitute the approving authority for the special district.

(Rulla)

PUBLIC FINANCIAL IMPACT

☐ YES ☐ NO

If yes, explain: Approval of this district will allow the cost of providing district infrastructure and certain operating costs to be passed on to the district property owners via metropolitan district taxes and fees. The debt service will be paid by Metropolitan district property taxes.

PRIVATE FISCAL IMPACT

☐ Not Applicable ☒ Significant ☐ Nominal

If Significant or Nominal, explain: Approval of this district will provide a mechanism for developers to finance infrastructure for new development and redevelopment by recovering the associated cost through metropolitan district taxes and fees.



January 19, 2022

VIA EMAIL

Ms. Cesarina Dancy
Project Manager
City of Aurora
Office of Development Assistance
15151 E. Alameda Pkwy., Suite 5200
Aurora, CO 80012-1553

Re: Transmittal of the Second Amended and Restated Service Plan for Aerotropolis Area Coordinating Metropolitan District (the "**AACMD Second Amended and Restated Service Plan**"), the Amended and Restated Service Plan for ATEC Metropolitan District Nos. 1 and 2 (the "**ATEC 1 and 2 Amended and Restated Service Plan**"), and the Consolidated Second Amended and Restated Service Plan for The Aurora Highlands Metropolitan District Nos. 1-5 and First Creek Ranch Metropolitan District (to be known as The Aurora Highlands Metropolitan District No. 6) (the "**Consolidated Second Amended and Restated Service Plan for TAH MDs 1-6**") and collectively all of the Service Plans previously listed will be referred to as the "**Service Plans**").

Dear Ms. Dancy:

Please be advised as follows relative to the attached Service Plans:

1. The names of the existing districts are the Aerotropolis Area Coordinating Metropolitan District ("**AACMD**"), ATEC Metropolitan District No. 1, ATEC Metropolitan District No. 2 ("**ATEC MD 1 and 2**"), The Aurora Highlands Metropolitan District No. 1, The Aurora Highlands Metropolitan District No. 2, and The Aurora Highlands Metropolitan District No. 3 ("**TAH MD 1-3**"), and the First Creek Ranch Metropolitan District, to be known as The Aurora Highlands Metropolitan District No. 6 ("**TAH MD 6**") and collectively AACMD, ATEC MD 1 and 2, TAH MD 1-3 and TAH MD 6 will be referred to as the "**Existing Districts**"). The names of the to be organized districts are The Aurora Highlands Metropolitan District No. 4 and The Aurora Highlands Metropolitan District No. 5 ("**TAH MD 4 and 5**" or "**Organizing Districts**").

2. Contact information for Existing Districts is:

{00931223.DOCX v:5 }

AACMD, ATEC MD 1 and 2
and TAH 6 Counsel:

McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203
Phone: (303) 592-4380
Fax: (303) 592-4385
Attn: MaryAnn McGeady and Elisabeth
Cortese
Email: mmcgeady@specialdistrictlaw.com
ecortese@specialdistrictlaw.com

TAH MDs 1-3 Counsel

Cockrel Ela Glesne Greher & Ruhland, P.C.
390 Union Blvd Suite 400
Lakewood, Colorado 80228
Phone: (303) 218-7200
Attn: Matthew Ruhland
Email: mrughland@cegrlaw.com

Petitioners for the Existing
Districts:

The Board of Directors of each Districts

Contact information for the
Organizing Districts:

Fairfield and Woods
1801 California Street, Suite 2600
Denver, Colorado 80202-4385
Phone (303) 894-4411
Attn: Rita Connerly
Email: rconnerly@fwlaw.com

Petitioner/Owner/Developer
for the Organizing Districts:

The Aurora Highlands, LLC
Attn: Carlo Ferreira
6550 South Pecos Road, Suite 124
Las Vegas, NV 89120
Phone: (702) 349-4777
Email: carlo@cgfmgmt.com

3. The Service Plans are based on the previously approved Service Plans for the Existing Districts (which approved Service Plans, other than the First Creek Ranch Metropolitan District Service Plan, will be referred to as the “**Existing Service Plans**”), with modifications to clarify the provisions related to the Districts’ Service Area and Inclusion Area and incorporate certain of the changes included in the most recent Aurora Multiple District Multiple Service Plan Model (“**Model Service Plan**”). Attached are the Service Plans.

4. The development area includes The Aurora Highlands and the Aerotropolis Technology and Energy Corridor and will include single family attached and detached residential uses, high density multifamily uses, mixed uses, commercial and industrial uses.

5. Status of Aurora development review process on development plans: Varies depending upon the location within the development.

6. The Districts are necessary for the financing and development of the public improvements needs (“**Public Improvements**”) for the use and benefit of all anticipated property owners, inhabitants and taxpayers of the Districts, as well as certain regional improvements needs (“**Regional Improvements**”) to which the Districts contribute in association with the Aerotropolis Regional Transportation Authority (the “**ARTA**”). The Service Plans contemplate intergovernmental agreements between the Districts and with other local governments with respect to the financing, construction and operation of the Public Improvements and Regional Improvements contemplated therein.

7. The Existing Service Plans contained the following deviations when previously approved.

(a) ARI Mill Levy Deviation. At the time of approval by the City of the Existing Service Plans, the City, Adams County and AACMD were working together to organize the Aerotropolis Regional Transportation Authority (“**ARTA**”). ARTA’s boundaries overlap all of the Inclusion Area for the Existing Districts (and the Organizing Districts, as they share the same Inclusion Area). The intent of the City, Adams County and AACMD was to assure that five (5) mills, as Adjusted, would be available from the Inclusion Area property tax base, to support the financing of the regional improvements that were the responsibility of ARTA to construct. To that end, the Model Service Plan language regarding the ARI Mill Levy was modified to reflect the anticipated organization of ARTA, to allow for a five (5) mill, as Adjusted, ARI Mill Levy, that would be reduced by any ARTA mill levy (so it would be clear the intent was not to add on to the ARTA Mill Levy).

(b) Maximum Debt Mill Levy Imposition Term Deviation. In addition to the focus on regional improvement financing ARTA projects by ARTA, at the time of approval of the Existing Service Plans, there was also focus on the cost sharing of the ARTA projects to be funded by the Districts and the amount of spine and in-tract improvements that would need to be financed, all to support the future development in the Inclusion Area. The extension of the Maximum Debt Mill Levy Imposition Term from forty (40) years to fifty (50) years was approved in recognition of the critical need for the additional revenue that would result to support the funding of the public improvements required for the development to be successful over time.

8. The following is a summary of the deviations in the proposed Service Plans from the Model Service Plan:

(a) ARI Mill Levy and Related Provisions. All of the Inclusion Areas of the Districts continue to overlap the Aerotropolis Regional Transportation Authority (“**ARTA**”) that imposes 5 mills for regional transportation improvements (“**ARTA Mill Levy**”). ARTA has issued Bonds that rely on, in part, on the ARTA Mill Levy as a source of revenue for payment of the ARTA Bonds.

(i) Sections of the Service Plans related to the ARI Mill Levy have been modified as needed to set the ARI Mill Levy at 5 mills as adjusted and to provide a credit against the ARTA Mill Levy, when imposed. Please note, the previously approved Service Plans

for the Districts set the ARI Mill Levy at 5 mills and the revised language is intended to clarify the imposition by the Districts and the collection by ARTA regarding same.

(ii) These Sections have also been modified to include reference to the ARTA Establishment Agreement and the current ARI Mill Levy IGAs that govern the imposition, collection and transfer of the ARI Mill Levy revenues (after any ARTA Mill Levy credit) to ARTA for funding the ARTA Regional Improvements and to conform language changes related thereto previously processed through a 45 day notice and now being incorporated into the Service Plans for easier reference. It anticipated that the Organizing Districts will enter into ARI Mill Levy IGAs with ARTA after organization.

(b) Community Authority Board Establishment Agreement. The Model Service Plan (and prior Model Service Plans) include the reference to the Districts entering into intergovernmental agreements that govern the relationships between and among the Districts. Pursuant to this language and the statutory and Constitutional provisions that govern these types of intergovernmental agreements, the Existing Districts have entered into the Community Authority Board Establishment Agreement (the “CABEA”) and are all members of The Aurora Highlands Community Authority Board (the “TAH CAB”). It is anticipated that the Organizing Districts will become members of the TAH CAB as soon as they are organized.

(i) References to the CABEA and the TAH CAB have been added to the Service Plans for clarity as to the status of the intergovernmental agreement between and among the Existing Districts and anticipated to be entered into by the Organizing Districts.

(c) Clarification on Date for Compliance with new Model Service Plan Requirements.

(i) Where new Model Service Plan requirements added new compliance requirements, we have added language requiring compliance as of the date of approval of the Service Plans, as these provisions were not in the Service Plans prior to that approval date.

(d) Clarification as to the Service Area.

(i) The Model Plan allows for inclusions of property outside the Inclusion Area with the consent of the City. Language has been added to clarify that any inclusion processed with the consent of the City (required if property is outside the Inclusion Area or upon a petition by less than 100% of the property owners of the property to be included), then that included property is within the Service Area for purposes of the Service Plans.

(e) Clarification as to Annexation Requirement.

(i) There are portions of the Inclusion Area that are not yet annexed to the City. Language has been added to require annexation of any property that is not in the City’s boundaries prior to inclusion in a District.

January 17, 2022

9. The Debt Limit reported in Sections V(A)(10) (Total Debt Issuance Limitation) and VII(A) (Financial Plan – General) does not include any debt associated with regional improvements as described in the last sentence of Section VI(C).

10. Please be advised of the following financial data relative to the Service Plans:

Name of the Metro District	Public Improvements	Debt Limit	Debt Limit includes ARI? No	ARI Debt Limit	Total Debt Capacity	Organizing and Operating Reimbursement	1 st Year Operating & Maintenance
(Location in Service Plan)	V.B	V.A.10	From transmittal letter	VI.C	Calculate	VII.I	VII.I
Aerotropolis Area Coordinating Metropolitan District	\$8,000,000,000	\$8,000,000,000	No	\$8,000,000,000	\$8,000,000,000	\$1,000,000	\$1,640,000
ATEC Metropolitan District No. 1	\$4,000,000,000	\$4,000,000,000	No	\$4,000,000,000	\$8,000,000,000	\$1,000,000	\$1,640,000
ATEC Metropolitan District No. 1	\$4,000,000,000	\$4,000,000,000	No	\$4,000,000,000	\$8,000,000,000	\$1,000,000	\$1,640,000
The Aurora Highlands Metropolitan District No. 1	\$4,000,000,000	\$4,000,000,000	No	\$4,000,000,000	\$8,000,000,000	\$1,000,000	\$1,000,000
The Aurora Highlands Metropolitan District No. 2	\$4,000,000,000	\$4,000,000,000	Yes	\$4,000,000,000	\$4,000,000,000	\$1,000,000	\$1,640,000
The Aurora Highlands Metropolitan District No. 3	\$4,000,000,000	\$4,000,000,000	Yes	\$4,000,000,000	\$4,000,000,000	\$1,000,000	\$1,640,000
The Aurora Highlands Metropolitan District No. 4	\$4,000,000,000	\$4,000,000,000	Yes	\$4,000,000,000	\$4,000,000,000	\$1,000,000	\$1,640,000
The Aurora Highlands Metropolitan	\$4,000,000,000	\$4,000,000,000	Yes	\$4,000,000,000	\$4,000,000,000	\$1,000,000	\$1,640,000

District No. 5							
The Aurora Highlands Metropolitan District No. 6	\$4,000,000,000	\$4,000,000,000	Yes	\$4,000,000,000	\$4,000,000,000	\$1,000,000	\$1,640,000

The application fee was sent via hand delivery to the City under separate cover.

Should you have any questions or need any further information to process the Service Plans, please do not hesitate to contact me.

Very truly yours,

MCGEADY BECHER P.C.



Elisabeth A. Cortese

Enclosures

c: Rita Connerly, Fairfield and Woods (via email)
Matt Ruhland, Cockrel Ela Glesne Greher & Ruhland, P.C. (via email)

**CONSOLIDATED
SECOND AMENDED AND RESTATED SERVICE PLAN**

FOR

**THE AURORA HIGHLANDS METROPOLITAN DISTRICT NOS. 1-5 AND
FIRST CREEK RANCH METROPOLITAN DISTRICT
(TO BE KNOWN AS THE AURORA HIGHLANDS
METROPOLITAN DISTRICT NO. 6)**

CITY OF AURORA, COLORADO

Prepared

By

McGeady Becher P.C.
450 East 17th Avenue, Suite 400
Denver, Colorado 80203

SUBMITTED ON : January 19, 2022

RE-SUBMITTED ON: January 21, 2022 and January 28, 2022

APPROVED ON: _____

TABLE OF CONTENTS

I.	INTRODUCTION.....	1
A.	Purpose and Intent.....	1
B.	Need for the Districts.	2
C.	Objective of the City Regarding Districts Second Amended and Restated Service Plans.....	2
II.	DEFINITIONS	3
III.	BOUNDARIES.....	7
IV.	PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION	7
V.	DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES	8
A.	Powers of the Districts and Service Plan Amendment.	8
1.	Operations and Maintenance Limitation.....	8
2.	Fire Protection Limitation.....	9
3.	Television Relay and Translation Limitation.	9
4.	Golf Course Construction Limitation.	9
5.	Construction Standards Limitation.	9
6.	Privately Placed Debt Limitation.....	9
7.	Inclusion Limitation.....	10
8.	Overlap Limitation.....	10
9.	Initial Debt Limitation.	10
10.	Total Debt Issuance Limitation.....	10
11.	Fee Limitation.....	10
12.	Monies from Other Governmental Sources.	10
13.	Consolidation Limitation.	11
14.	Bankruptcy Limitation.	11

15.	Website.	11
16.	Service Plan Amendment Requirement	11
B.	Preliminary Engineering Survey	11
C.	Multiple District Structure.	12
VI.	REGIONAL IMPROVEMENTS	12
VII.	FINANCIAL PLAN	13
A.	General.	13
B.	Maximum Voted Interest Rate and Maximum Underwriting Discount.	14
C.	Maximum Debt Mill Levy.	14
D.	Maximum Debt Mill Levy Imposition Term.	15
E.	Debt Repayment Sources.	15
F.	Debt Instrument Disclosure Requirement.	15
G.	Security for Debt.	16
H.	TABOR Compliance.	16
I.	Districts' Operating Costs.	16
J.	Agreed Upon Procedures Examination.	16
VIII.	ANNUAL REPORT	17
A.	General.	17
B.	Reporting of Significant Events.	17
IX.	DISSOLUTION	18
X.	DISCLOSURE NOTICES AND MEETINGS	18
XI.	INTERGOVERNMENTAL AGREEMENT	19
XII.	CONCLUSION	20

LIST OF EXHIBITS

EXHIBIT A	Districts' Initial Boundaries Legal Descriptions
EXHIBIT B	Aurora Vicinity Map
EXHIBIT C-1	Districts' Initial Boundary Maps
EXHIBIT C-2	Inclusion Area Boundary Map
EXHIBIT D	Notice of Special District Disclosure
EXHIBIT E-1	Amended and Restated Intergovernmental Agreement between The Aurora Highlands Metropolitan District Nos. 1-3 and Aurora
EXHIBIT E-2	Intergovernmental Agreement between The Aurora Highlands Metropolitan District Nos. 4-5 and Aurora
EXHIBIT E-3	Intergovernmental Agreement between First Creek Ranch Metropolitan District (to be known as The Aurora Highlands Metropolitan District No. 6) and Aurora

I. INTRODUCTION

A. Purpose and Intent.

On October 16, 2017, the City of Aurora (the “**City**”) approved the Consolidated First Amended and Restated Service Plan (the “**First Amended and Restated Service Plan**”) for The Aurora Highlands Metropolitan District No. 1 (“**District No. 1**”), The Aurora Highlands Metropolitan District No. 2 (“**District No. 2**”), and The Aurora Highlands Metropolitan District No. 3 (“**District No. 3**”, and collectively with District No. 1 and District No. 2, “**District Nos. 1-3**”). District Nos. 1-3 were organized on December 7, 2004 and were then known as the Green Valley Ranch East Metropolitan District Nos. 2, 3, and 4. The Districts subsequently changed their names to “The Aurora Highlands Metropolitan District Nos. 1, 2 and 3” with the District Court. This Consolidated Second Amended and Restated Service Plan (the “**Second Amended and Restated Service Plan**”) includes two additional to-be-organized metropolitan districts, The Aurora Highlands Metropolitan District No. 4 (“**District No. 4**”) and The Aurora Highlands Metropolitan District No. 5 (“**District No. 5**”), is intended to clarify the Districts’ Service Area and Inclusion Area Boundaries, and to comply with the City’s current model service plan, as applicable.

The First Amended and Restated Service Plan shall be in full force and effect at all times prior to the City’s approval of a Second Amended and Restated Service Plan. Upon approval by the City of this Second Amended and Restated Service Plan, this Second Amended and Restated Service Plan is intended to modify, replace, restate and supersede the First Amended and Restated Service Plan in its entirety.

In addition, on November 5, 1984, the Board of County Commissioners of Adams County (the “**County**”) approved the First Creek Ranch Metropolitan District Service Plan (the “**First Creek MD Service Plan**”). Pursuant to Section 32-1-204.7, C.R.S., if a district originally approved by a Board of County Commissioners becomes wholly contained within a municipality, the District may petition the municipality to accept designation as the approving authority of the District. If the municipality adopts a resolution of approval, all powers and authority shall be transferred from the Board of County Commissioners to the governing body of the municipality. As all of the property located with the First Creek Ranch Metropolitan District has become wholly contained within the City, contemporaneously with the submittal of this Second Amended and Restated Service Plan, the First Creek Ranch Metropolitan District Board of Directors is submitting a Petition to the City respectfully requesting that the City accept designation as the approving authority of the District. The First Creek Ranch Metropolitan District anticipates changing its name with the District Court to “The Aurora Highlands Metropolitan District No. 6”, and shall be subject to this Second Amended and Restated Service Plan upon the City’s acceptance as the approving authority of the First Creek Ranch Metropolitan District (to be known as The Aurora Highlands Metropolitan District No. 6) and approval by the City of this Second Amended and Restated Service Plan.

District Nos. 1-3, District No. 4, District No. 5, and First Creek Ranch Metropolitan District (to be known as The Aurora Highlands Metropolitan District No. 6), are referred to herein as the “**Districts**”.

A District shall not be authorized to incur any indebtedness under this Second Amended and Restated Service Plan until such time as the District has approved its respective intergovernmental agreement as provided in Section XI below.

The Districts are independent units of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Second Amended and Restated Service Plan, their activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Second Amended and Restated Service Plan. It is intended that the Districts will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the Districts. The primary purpose of the Districts will be to finance the construction of the Public Improvements.

The Districts are not being created to provide ongoing operations and maintenance services other than as specifically set forth in this Second Amended and Restated Service Plan.

B. Need for the Districts.

There are currently no other governmental entities, including the City, located in the immediate vicinity of the Districts 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 Districts 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 Districts Second Amended and Restated Service Plans.

The City's objective in approving the Second Amended and Restated Service Plan for the Districts is to authorize the Districts 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 Districts. 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 and from other legally available revenue. 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.

This Second Amended and Restated Service Plan is intended to establish a limited purpose for the Districts 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 Districts 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 any 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 Districts shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Fees; 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; and from any other legally available revenues. It is the intent of this Second Amended and Restated 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 costs of Public Improvements that cannot be funded within these parameters are not costs to be paid by the Districts. With regard to Regional Improvements, this Second Amended and Restated 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 Second Amended and Restated Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

AACMD: means the Aerotropolis Area Coordinating Metropolitan District.

Agreed Upon Procedures Engagement: means an attesting engagement in which a certified public accountant performs specific procedures on subject matter and reports the findings without providing an opinion or conclusion. The subject matter may be financial or non-financial information. Because the needs of an engaging party vary, the nature, timing, and extent of the procedures may vary, as well.

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 Master Plan: means one or more capital improvement plans established pursuant to the ARTA Establishment Agreement or by one or more intergovernmental agreements between the AACMD and the City, establishing Regional Improvements which will benefit the taxpayers and service users of the Districts.

ARI Mill Levy: 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 shall be five (5) mills, plus Mill Levy Adjustment, minus any ARTA Mill Levy, 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, as set forth in the Regional Intergovernmental Improvements Agreement, including but not limited to the ARI Mill Levy Agreements.

ARI Mill Levy IGA(s): means the Intergovernmental Agreement Regarding Imposition, Collection and Transfer of ARI Mill Levies entered into by and among District No. 1, District No. 2, District No. 3, AACMD, and ARTA dated October 12, 2021, and the Intergovernmental Agreement Regarding Imposition, Collection and Transfer of ARI Mill Levies entered into by and among AACMD, ATEC MD No. 1, ATEC MD No. 2, and ARTA dated October 12, 2021, as both may be amended from time to time.

ARTA: means the Aerotropolis Regional Transportation Authority.

ARTA Establishment Agreement: means the intergovernmental agreement entered into between the City of Aurora, Aerotropolis Area Coordinating Metropolitan District, and Adams County on February 27, 2018 for the purpose of establishing the ARTA, as certified by the Director of the Division of Local Governments of the Department of Local Affairs of the State of Colorado on April 11, 2018, and as supplemented by that First Supplement, as the same may be amended from time to time, in order to fund certain Regional Improvements.

ARTA Mill Levy: means the total mill levy to be imposed by the ARTA to fund the costs of overhead and administration of the ARTA and the capital costs and repayment of debt to be incurred by the ARTA for certain Regional Improvements in accordance with the ARTA Establishment Agreement.

ATEC MD No. 1: means the ATEC Metropolitan District No. 1

ATEC MD No. 2: means the ATEC Metropolitan District No. 2

Board: means the board of directors of one District or the boards of directors of all of the Districts, in the aggregate.

Bond, Bonds or Debt: means bonds or other obligations for the payment of which any District has promised to impose an *ad valorem* property tax mill levy, and/or collect Fee revenue.

CABEA: means the First Amended and Restated Establishment Agreement between and among Aerotropolis Area Coordinating Metropolitan District, The Aurora Highlands Metropolitan District No. 1, The Aurora Highlands Metropolitan District No. 2, The Aurora Highlands Metropolitan District No. 3, ATEC MD No. 1, and ATEC MD No. 2, on April 16, 2020, which amended and restated the original establishment agreement dated November 21, 2019, for the purpose of establishing The Aurora Highlands Community Authority Board, as the same may be amended from time to time, and into which District No. 4, District No. 5, and First Creek Ranch Metropolitan District (to be known as The Aurora Highlands Metropolitan District No. 6) are anticipated to enter.

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.

C.R.S.: means the Colorado Revised Statutes, as the same may be amended from time to time.

District: means any one of The Aurora Highlands Metropolitan District Nos. 1 through 5, or First Creek Ranch Metropolitan District (to be known as The Aurora Highlands Metropolitan District No. 6).

District No. 1: means The Aurora Highlands Metropolitan District No. 1.

District No. 2: means The Aurora Highlands Metropolitan District No. 2.

District No. 3: means The Aurora Highlands Metropolitan District No. 3.

District No. 4: means The Aurora Highlands Metropolitan District No. 4.

District No. 5: means The Aurora Highlands Metropolitan District No. 5.

Districts: means District No. 1, District No. 2, District No. 3, District No. 4, District No. 5, and First Creek Ranch Metropolitan District (to be known as The Aurora Highlands Metropolitan District No. 6), 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 Districts 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.

First Creek Ranch Metropolitan District: means the First Creek Ranch Metropolitan District (to be known as The Aurora Highlands Metropolitan District No. 6).

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.

Initial District Boundaries: means the boundaries of the Districts as of the date of submittal of this Second Amended and Restated Service Plan as described in the Initial District Boundary Maps.

Initial District Boundary Map(s): means the maps attached hereto as **Exhibit C-1**, describing the initial boundaries of the Districts.

Maximum Debt Mill Levy: means the maximum mill levy any of the Districts 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.

Mill Levy Adjustment: means 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 limitations or mill levy imposition amounts set forth in this Second Amended and Restated Service Plan 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.

Operations and Maintenance Mill Levy(ies): means the mill levy(ies) the Districts impose for payment of administration, operations, and maintenance costs.

Project: means the development or property commonly referred to as The Aurora Highlands in conjunction with the Aerotropolis Technology and Energy Corridor.

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 one or more of the Districts.

Regional Improvements: means Public Improvements and facilities that benefit the Service Area and which are to be financed pursuant to Section VI below.

Regional Intergovernmental Improvements Agreement: means one or more intergovernmental agreements between the AACMD and the City.

Second Amended and Restated Service Plan: means this Consolidated Second Amended and Restated Service Plan for the Districts approved by the City Council.

Service Area: means the property within the Initial District Boundary Maps, the Inclusion Area Boundary Map, and any inclusions processed pursuant to Section V.A.7 below.

Service Plan Amendment: means an amendment to this Second Amended and Restated 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.

TAH CAB: means The Aurora Highlands Community Authority Board

III. BOUNDARIES

The area of the Initial Districts' Boundaries includes approximately 1,949.175 acres and the total area proposed to be included in the Inclusion Area Boundaries is approximately 3,855 acres. A legal description of the Initial District Boundaries is attached hereto as **Exhibit A**. A vicinity map is attached hereto as **Exhibit B**. Maps of the Initial Districts' Boundaries are attached hereto as **Exhibit C-1**, and a map of the Inclusion Area Boundaries is attached hereto as **Exhibit C-2**. The Inclusion Area Boundaries include portions of unincorporated property in Adams County, however, no inclusion can be processed of any of the property in that area until it has been annexed to the City and the City has provided prior written consent to such inclusion. It is anticipated that the Districts' boundaries may change from time to time as they undergo 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 the Initial Districts' Boundaries and the Inclusion Area Boundaries, as well as any inclusions processed pursuant to Article V.A.7 below. The current assessed valuation of the Service Area is \$0.00 for purposes of this Second Amended and Restated Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The population of the Districts, together with AACMD, ATEC

MD No. 1 and ATEC MD No. 2 at build-out is estimated to be approximately Forty-One Thousand, Eight Hundred and Twenty-Three (41,823) people.

Approval of this Second Amended and Restated Service Plan by the City does not imply approval of the development of a specific area within the Districts, 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 Second Amended and Restated 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 Districts and Service Plan Amendment.

The Districts shall have the power and authority to provide the Public Improvements and related operation and maintenance services within and without the boundaries of the Districts 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 Districts shall not violate any protection clauses of the United States or Colorado State Constitutions. The Districts 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, subsequent to the City's approval of this Second Amended and Restated Service Plan, shall insert the foregoing provision in contracts or subcontracts let by the Districts to accomplish the purposes of this Second Amended and Restated 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 owners 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 Fees 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 residents of the Districts. 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 that 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 Districts 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 Districts 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 Districts 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 Districts 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, subsequent to the City's approval of this Second Amended and Restated Service Plan, of those special districts that qualify as "interested parties" under Section 32-1-204(1), C.R.S., as applicable. The Districts 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(s') Second Amended and Restated 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(s).

7. Inclusion Limitation. Prior written consent of the City shall be required prior to:

(a) Inclusion of property that was not annexed to the City as of the date of the City's approval of this Second Amended and Restated Service Plan;

(b) Inclusion of property that is outside the boundaries of the Service Area; and

(c) Inclusion of property based upon a petition of the fee owner or owners of less than 100 percent of such property.

Any and all property included within the Districts' boundaries shall be deemed to be included within the Service Area.

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, without the prior written consent of the City, 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 Districts shall not, without the written consent of the City: (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. Each of the Districts shall not issue Debt in excess of Four Billion Dollars (4,000,000,000).

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 Districts 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 Districts without any limitation.

13. Consolidation Limitation. A 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 within one or more of the AACMD, District No. 1, District No. 2, District No. 3, District No. 4, District No. 5, First Creek Ranch Metropolitan District (to be known as The Aurora Highlands Metropolitan District No. 6), ATEC MD No. 1 or ATEC MD No. 2.

14. Bankruptcy Limitation. All of the limitations contained in this Second Amended and Restated 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 Second Amended and Restated 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 Second Amended and Restated 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. Website. When a district is required to have a website in accordance with the requirements of C.R.S. Section 32-1- 104.5, the District shall establish, maintain and annually update a public website or provide information on a shared community website, on which the District will timely post all information and documents required by C.R.S. § 32-1-104.5.

16. Service Plan Amendment Requirement. This Second Amended and Restated Service Plan has been designed with sufficient flexibility to enable the Districts to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the Districts which violate the limitations set forth in Sections V.A.1-15 above or in Section VII.B-G. shall be deemed to be material modifications to this Second Amended and Restated Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the Districts.

B. Preliminary Engineering Survey.

The Districts 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 Districts, 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 Four Billion Dollars (\$4,000,000,000). 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, together with the TAH CAB, AACMD, ATEC MD No. 1 and ATEC MD No. 2 will undertake the financing and construction of the improvements contemplated herein. Specifically, the Districts, with the AACMD, ATEC MD No. 1, ATEC MD No. 2, and/or TAH CAB, shall enter into one or more Intergovernmental Cost Sharing and Recovery 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 Districts, with the AACMD, TAH CAB, ATEC MD No. 1 and/or ATEC MD No. 2, will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements. All such agreements will be designed to help assure the orderly development of the Public Improvements and essential services in accordance with the requirements of this Second Amended and Restated Service Plan. Implementation of such intergovernmental agreement(s) is essential to the orderly implementation of this Second Amended and Restated Service Plan. Accordingly, any determination of any Board to set aside said intergovernmental agreement(s) without the consent of all of the Districts shall be a material modification of the Second Amended and Restated Service Plan. Said intergovernmental agreement(s) may be amended by mutual agreement of the Districts without the need to amend this Second Amended and Restated Service Plan.

The Districts shall be authorized to enter into agreements which shall govern the relationships between and among the Districts, additional Title 32 districts, and other governments, with respect to the financing, construction and operation of the improvements contemplated herein.

VI. REGIONAL IMPROVEMENTS

The Districts 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 the AACMD entering into the

ARTA Establishment Agreement and the Regional Intergovernmental Improvements Agreement, and the Districts and AACMD entering into the ARI Mill Levy IGA described below.

In that regard, the City, Adams County and the AACMD entered into the ARTA Establishment Agreement to form the ARTA on February 27, 2018, as supplemented by that First Supplement to the Establishment Agreement.

The Districts shall impose and convey the ARI Mill Levy in accordance with the ARI Mill Levy IGA, as the same may be amended from time to time, as follows:

A. Beginning in 2021, for collection in 2022 and continuing each year thereafter until the ARTA Establishment Agreement is terminated on its terms, each District will impose an ARI Mill Levy equal to five (5) mills, plus any applicable Mill Levy Adjustment, minus any ARTA Mill Levy, on all property within their boundaries, as such boundaries may be amended from time to time by the inclusion of property, and transfer the revenues derived therefrom to ARTA within the time frame provided in the ARI Mill Levy IGA, as it may be amended from time to time, for use by ARTA in ARTA's discretion as all other legally available revenues of ARTA.

B. Unless the City agreed/agrees otherwise in writing, the Regional Improvements shall be limited to the costs of overhead and administration of the ARTA and the capital costs and repayment of debt to be incurred by the ARTA, for the planning, design, permitting, financing, construction, acquisition, installation, relocation, and/or redevelopment of improvements set forth in the ARTA Establishment Agreement, as amended from time to time (as defined in the Special District Act) incurred as a result of the participation in the ARTA Establishment Agreement. 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.

C. The Districts shall cease to be obligated to impose, collect and convey the revenue from the ARI Mill Levy described in this Section VI at such time as the area within the Districts' 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 Districts each shall have the authority to issue Debt for the Regional Improvements, in an amount not to exceed Four Billion Dollars (\$4,000,000,000) pursuant to agreements as described in Sections VI.A , B, or C above. Such limit is not subject to the Total Debt Issuance Limitation described in section VII below.

VII. FINANCIAL PLAN

A. General.

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from their revenues and by and through the proceeds of Debt to be issued by the Districts. The

Financial Plan for the Districts shall be to issue such Debt as the Districts can reasonably pay within the Maximum Debt Mill Levy Imposition Term from the revenues derived from the Maximum Debt Mill Levy, Fees, and other legally available revenues. The total Debt that the Districts shall each be permitted to issue shall not exceed Four Billion Dollars (\$4,000,000,000) and shall be permitted to be issued on a schedule and in such year or years as the Districts determine shall meet the needs of the Financial Plan referenced above and shall be phased to serve development as it occurs. All Bonds and other Debt issued by the Districts may be payable from any and all legally available revenues of the Districts, including general ad valorem taxes and Fees to be imposed upon all Taxable Property within the Districts. The Districts 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 Second Amended and Restated 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 a District is permitted to impose upon the taxable property within such 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, subject to the Mill Levy Adjustment.

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, such District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in such District’s Debt to assessed ratio. All Debt issued by the Districts 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 Districts are 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.

The Maximum Debt Mill Levy shall not apply to the Districts' Operations and Maintenance Mill Levies.

D. Maximum Debt Mill Levy Imposition Term.

The Districts 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 Districts 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 fifty (50) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District imposing the mill levy are residents of such 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.

Each of the Districts 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 Districts may also rely upon various other revenue sources authorized by law. At the Districts' discretion, these may include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(I), C.R.S., as amended from time to time. In no event shall the debt service mill levy in any District exceed the Maximum Debt Mill Levy or, for residential property within a District, the Maximum Debt Mill Levy Imposition Term, except pursuant to an intergovernmental agreement between a District(s) 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 Second Amended and Restated 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 Second Amended and Restated 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 Districts.

G. Security for Debt.

The Districts shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Second Amended and Restated Service Plan. Approval of this Second Amended and Restated Service Plan shall not be construed as a guarantee by the City of payment of any of the Districts' obligations; nor shall anything in the Second Amended and Restated 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 Districts in the payment of any such obligation.

H. TABOR Compliance.

The Districts will comply with the provisions of TABOR. In the discretion of the Board, the Districts 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 Districts will remain under the control of the Districts' Boards, except as approved by written consent of the City.

I. Districts' Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the Districts' organization and initial operations, in conjunction with ATEC MD No. 1, ATEC MD No. 2, and the AACMD, are anticipated to be One Million Dollars (\$1,000,000) which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the Districts will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The first year's operating budget of the Districts, in conjunction with ATEC MD No. 1, ATEC MD No. 2, and AACMD, is estimated to be One Million Six Hundred Forty Thousand Dollars (\$1,640,000) which is anticipated to be derived from property taxes and other revenues.

The Maximum Debt Mill Levy for the repayment of Debt shall not apply to the Districts' ability to increase their respective Operations and Maintenance Mill Levy as necessary for provision of operation and maintenance services to their taxpayers and service users.

J. Agreed Upon Procedures Examination.

For districts with property within their boundaries developed with any residential uses, at such time that a majority of Board of Directors of the District are residents of the district, the district is encouraged to engage the services of a certified public accountant for an Agreed Upon Procedures Engagement. The Board of Directors, in its discretion, will set the scope and the procedures for the engagement.

VIII. ANNUAL REPORT

A. General.

Each of the Districts 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. The annual report shall include all information required pursuant to the Special District Act.

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 Districts' boundaries 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 Districts' rules and regulations, if any, as of December 31 of the prior year.
4. A summary of any litigation which involves the Districts Public Improvements as of December 31 of the prior year.
5. Status of the Districts' construction of the Public Improvements as of December 31 of the prior year.
6. A list of all facilities and improvements constructed by the Districts that have been dedicated to and accepted by the City as of December 31 of the prior year.
7. The final assessed valuation of the Districts as of December 31 of the reporting year.
8. Current year budget including a description of the Public Improvements to be constructed in such year.
9. Audit of the Districts 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 Districts, which continue beyond a ninety (90) day period, under any Debt instrument.
11. Any inability of the Districts to pay their 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 Districts were created have been accomplished, the Districts agree 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 Districts have provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

X. DISCLOSURE NOTICES AND MEETINGS

1. District No. 4 and District No. 5 will provide the City with written notice of the date of hearing on their respective petition for organization filed with the district court.

2. The Districts will use reasonable efforts and due diligence to cause each developer and home builder to provide written notice of disclosure to all initial purchasers of property in the respective District that describes the general purpose of the district and financial impact on each residential property at the time of entering into the purchase contract. 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. The form of notice shall be substantially in the form of **Exhibit E** attached hereto; provided that such notice may be modified by the Districts so long as a new notice is submitted to and approved by the City prior to using such modified notice. Any modified notice will be expected to provide the following information for the District(s):

- a. General description and purpose(s) of the Districts.
- b. Contact information for the Districts.
- c. Website address for the Districts (once established per Section V.A.15).
- d. District boundary maps showing all lots within the Districts.
- e. The Maximum Debt Mill Levy that may be imposed on the residential property for each year the Districts are in existence and a calculation of the associated taxes that the homeowner will pay.
- f. List of all other taxing entities within the Districts' boundaries and their current mill levies and associated taxes.
- g. The Districts' Total Debt Issuance Limitation and a description of the Public Improvements that the Districts' Debt is being issued to pay for.
- h. The Maximum Debt Mill Levy Imposition Term, providing an understanding of the duration for which the property will be taxed to pay off Debt.
- i. A description of what the Operations and Maintenance Mill Levy is, pays for, and the duration that the property will be taxed to pay for the eligible Operations and Maintenance Mill Levy expenses.
- j. Any and all Fees currently imposed on each residential property for each year the Districts are in existence.
- k. Any additional information required by the Colorado Revised Statutes, including without limitation C.R.S. § 38-35.7-110, as amended from time to time.

The Districts will use reasonable efforts and due diligence to cause each developer and home builder to require that each home buyer is asked to acknowledge receipt of such notice of disclosure at the time of entering into the purchase contract.

3. To ensure that potential residential buyers are educated about the Districts, the Districts will provide the information identified in Section X.2 above to the developer or home builders for prominent display at all sales offices, and by inspecting the sales offices within the Districts' Boundaries on a quarterly basis to assure the information provided is accurate and prominently displayed.

4. The Districts shall provide annual notice to all eligible electors of the Districts, respectively, in accordance with Section 32-1-809, C.R.S. In addition, the Districts shall each record a District public disclosure document and a map of the District boundaries with the Clerk and Recorder of each County in which District property is located, in accordance with Section 32-1-104.8, C.R.S. The Districts shall use reasonable efforts to ensure that copies of the annual notice, public disclosure document and map of the Districts' boundaries are provided to potential purchasers of real property within the Districts as part of the seller's required property disclosures.

5. All special and regular District meetings shall be open to the public and shall be held at a location within the Service Area, or virtually with participation via teleconference, webcast, video conference or other technological means. If a Board meeting is held virtually, the District(s) shall provide information on the Districts' website accessible to all residents on how to access and participate in the virtual meeting. If the District(s) utilize email to communicate with residents, the District(s) shall also send notification of the virtual meeting by email. The Districts shall provide notification via the Districts' website and, if applicable, email, at least ten (10) days prior to the virtual Board meeting. If the Board schedules a virtual special meeting that will be convened in fewer than ten (10) days, the Districts shall provide notification via the Districts' website and, if applicable, email, as soon as possible after scheduling the special meeting.

XI. INTERGOVERNMENTAL AGREEMENTS

The form of the Districts' respective intergovernmental agreements required by the City Code, relating to the limitations imposed on the Districts' activities under this Second Amended and Restated Service Plan, are attached hereto as **Exhibits E-1, E-2, and E-3**. District No. 4 and District No. 5 shall approve its respective intergovernmental agreement in the form attached as **Exhibit E-2** at their first Board meetings after their organizational elections. District No. 1, District No. 2, District No. 3, and First Creek Ranch Metropolitan District (to be known as The Aurora Highlands Metropolitan District No. 6) shall approve their respective intergovernmental agreements in the forms attached as **Exhibits E-1 and E-3**, respectively, at their first meetings, after the City's approval of this Second Amended and Restated Service Plan. Failure of the Districts to execute their respective intergovernmental agreements as required herein shall constitute a material modification and shall require a Service Plan Amendment. The City Council shall approve the respective intergovernmental agreements in the forms attached as **Exhibits E-1, E-2, and E-3**, at the public hearing approving the Second Amended and Restated Service Plan.

XII. CONCLUSION

It is submitted that this Second Amended and Restated Service Plan for the Districts, 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 Districts;
2. The existing service in the area to be served by the Districts is inadequate for present and projected needs;
3. The Districts are capable of providing economical and sufficient service to the area within its proposed boundaries; and
4. The area to be included in the Districts 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 Districts are compatible with the facility and service standards of the City within which the special districts are 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 Districts is in the best interests of the area proposed to be served.

EXHIBIT A

Districts' Initial Boundaries Legal Descriptions

LEGAL DESCRIPTION

A PARCEL OF LAND BEING PORTIONS OF THE SOUTH HALF OF SECTION 19 AND THE NORTHEAST QUARTER OF SECTION 30, ALL IN TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, ADAMS COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 19;

THENCE ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19 SOUTH 00°17'35" EAST, A DISTANCE OF 171.71 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID WEST LINE NORTH 89°40'56" EAST, A DISTANCE OF 56.42 FEET;

THENCE SOUTH 45°09'21" EAST, A DISTANCE OF 35.25 FEET;

THENCE SOUTH 89°59'12" EAST, A DISTANCE OF 331.34 FEET;

THENCE SOUTH 82°51'00" EAST, A DISTANCE OF 88.54 FEET;

THENCE SOUTH 89°59'12" EAST, A DISTANCE OF 1525.78 FEET;

THENCE SOUTH 00°00'48" WEST, A DISTANCE OF 441.50 FEET;

THENCE NORTH 89°59'12" WEST, A DISTANCE OF 5.15 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 15.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 23.56 FEET;

THENCE SOUTH 00°00'48" WEST, A DISTANCE OF 190.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 15.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 23.56 FEET;

THENCE SOUTH 00°00'48" WEST, A DISTANCE OF 64.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 15.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 00°00'48" WEST;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 23.56 FEET;

THENCE SOUTH 00°00'48" WEST, A DISTANCE OF 190.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 15.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 23.56 FEET;

THENCE SOUTH 00°00'48" WEST, A DISTANCE OF 64.00 FEET;

THENCE SOUTH 89°59'12" EAST, A DISTANCE OF 99.06 FEET;

THENCE SOUTH 00°00'48" WEST, A DISTANCE OF 77.04 FEET;

THENCE SOUTH 05°36'23" WEST, A DISTANCE OF 71.76 FEET;

THENCE SOUTH 06°32'14" WEST, A DISTANCE OF 1081.25 FEET;

THENCE NORTH 83°27'46" WEST, A DISTANCE OF 181.09 FEET;

THENCE SOUTH 06°32'14" WEST, A DISTANCE OF 120.00 FEET;

THENCE NORTH 83°27'46" WEST, A DISTANCE OF 280.00 FEET;

THENCE SOUTH 06°32'14" WEST, A DISTANCE OF 5.90 FEET;

THENCE SOUTH 34°31'48" WEST, A DISTANCE OF 120.63 FEET;

THENCE SOUTH 64°48'13" WEST, A DISTANCE OF 571.90 FEET;

THENCE NORTH 24°33'37" WEST, A DISTANCE OF 115.67 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 903.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46°20'59", AN ARC LENGTH OF 730.49 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 379.00 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 50°28'23", AN ARC LENGTH OF 333.87 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 139.00 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 67°29'38", AN ARC LENGTH OF 163.74 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 207.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°19'43", AN ARC LENGTH OF 73.44 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 127.00 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28°09'27", AN ARC LENGTH OF 62.41 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 477.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°19'38", AN ARC LENGTH OF 244.16 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 818.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°46'08", AN ARC LENGTH OF 196.58 FEET;

THENCE SOUTH 62°03'59" WEST, A DISTANCE OF 113.99 FEET TO THE NORTHEASTERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN COLORADO INTERSTATE GAS COMPANY RIGHT-OF-WAY AGREEMENT AND EASEMENT RECORDED AT RECEPTION NO. C0819066 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER OF SAID COUNTY;

THENCE ALONG SAID NORTHEASTERLY BOUNDARY NORTH 28°45'55" WEST, A DISTANCE OF 778.60 FEET TO THE NORTHEASTERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN RIGHT-OF-WAY AGREEMENT RECORDED AT RECEPTION NO. C0819064 IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID NORTHEASTERLY BOUNDARY NORTH 28°45'39" WEST, A DISTANCE OF 1426.14 FEET;

THENCE DEPARTING SAID LAST DESCRIBED NORTHEASTERLY BOUNDARY NORTH 00°00'15" EAST, A DISTANCE OF 453.14 FEET;

THENCE SOUTH 89°59'45" EAST, A DISTANCE OF 114.00 FEET;

THENCE SOUTH 00°00'02" EAST, A DISTANCE OF 15.00 FEET;

THENCE SOUTH 44°59'28" EAST, A DISTANCE OF 35.35 FEET;

THENCE SOUTH 89°59'12" EAST, A DISTANCE OF 287.94 FEET;

THENCE SOUTH 82°51'41" EAST, A DISTANCE OF 88.68 FEET;

THENCE SOUTH 89°59'12" EAST, A DISTANCE OF 1174.67 FEET;

THENCE NORTH 44°50'52" EAST, A DISTANCE OF 35.46 FEET;

THENCE NORTH 00°19'04" WEST, A DISTANCE OF 9.99 FEET;

THENCE NORTH 89°40'56" EAST, A DISTANCE OF 68.58 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 177.323 ACRES, (7,724,189 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.



DANIEL E. DAVIS, PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

AND
LEGAL DESCRIPTION
TAH 1 -

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 29,
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 SOUTHEAST CORNER OF SAID SECTION 29;

THENCE ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, NORTH 00°17'18" WEST A
DISTANCE OF 30.00 FEET TO THE NORTHERLY RIGHT-OF-WAY OF EAST 26TH AVENUE AS
DESCRIBED IN ROAD PETITION NO. 622 RECORDED IN THE OFFICIAL RECORDS OF THE CLERK
AND RECORDER, COUNTY OF ADAMS, SAID STATE AND A LINE PARALLEL WITH AND DISTANT
30.00 FEET NORTHERLY TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY AND SAID PARALLEL LINE, SOUTH 89°35'36"
WEST, A DISTANCE OF 358.71 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY AND SAID PARALLEL LINE
SOUTH 89°35'36" WEST, A DISTANCE OF 208.71 FEET TO A LINE PARALLEL WITH AND DISTANT
567.42 FEET WESTERLY TO THE EAST LINE OF SAID SOUTHEAST QUARTER;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY ALONG SAID LAST DESCRIBED
PARALLEL LINE, NORTH 00°17'18" WEST, A DISTANCE OF 208.71 FEET TO A LINE PARALLEL
WITH AND DISTANT 238.71 FEET NORTHERLY TO THE SOUTH LINE OF SAID SOUTHEAST
QUARTER;

THENCE ALONG SAID LAST DESCRIBED PARALLEL LINE, NORTH 89°35'36" EAST, A DISTANCE
OF 208.71 FEET TO A LINE PARALLEL WITH AND DISTANT 358.71 FEET WESTERLY TO THE EAST
LINE OF SAID SOUTHEAST QUARTER;

THENCE ALONG SAID LAST DESCRIBED PARALLEL LINE, SOUTH 00°17'18" EAST, A DISTANCE
OF 208.71 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 1.000 ACRES, (43,560 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

DANIEL E. DAVIS, PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122



LEGAL DESCRIPTION

TAH 2-

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 29, 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 SOUTHEAST CORNER OF SAID SECTION 29;

THENCE ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, NORTH 00°17'18" WEST A DISTANCE OF 30.00 FEET TO THE NORTHERLY RIGHT-OF-WAY OF EAST 26TH AVENUE AS DESCRIBED IN ROAD PETITION NO. 622 RECORDED IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF ADAMS, SAID STATE AND A LINE PARALLEL WITH AND DISTANT 30.00 FEET NORTHERLY TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY AND SAID PARALLEL LINE, SOUTH 89°35'36" WEST, A DISTANCE OF 567.42 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY AND SAID PARALLEL LINE, SOUTH 89°35'36" WEST, A DISTANCE OF 208.71 FEET TO A LINE PARALLEL WITH AND DISTANT 776.13 FEET WESTERLY TO THE EAST LINE OF SAID SOUTHEAST QUARTER;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY ALONG SAID LAST DESCRIBED PARALLEL LINE, NORTH 00°17'18" WEST, A DISTANCE OF 208.71 FEET TO A LINE PARALLEL WITH AND DISTANT 238.71 FEET NORTHERLY TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER;

THENCE ALONG SAID LAST DESCRIBED PARALLEL LINE, NORTH 89°35'36" EAST, A DISTANCE OF 208.71 FEET TO A LINE PARALLEL WITH AND DISTANT 567.42 FEET WESTERLY TO THE EAST LINE OF SAID SOUTHEAST QUARTER;

THENCE ALONG SAID LAST DESCRIBED PARALLEL LINE, SOUTH 00°17'18" EAST, A DISTANCE OF 208.71 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 1.000 ACRES, (43,560 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

DANIEL E. DAVIS, PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122



LEGAL DESCRIPTION

TAH 3-

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 29, 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 SOUTHEAST CORNER OF SAID SECTION 29;

THENCE ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, NORTH 00°17'18" WEST A DISTANCE OF 30.00 FEET TO THE NORTHERLY RIGHT-OF-WAY OF EAST 26TH AVENUE AS DESCRIBED IN ROAD PETITION NO. 622 RECORDED IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF ADAMS, SAID STATE AND A LINE PARALLEL WITH AND DISTANT 30.00 FEET NORTHERLY TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY AND SAID PARALLEL LINE, SOUTH 89°35'36" WEST, A DISTANCE OF 776.13 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY AND SAID PARALLEL LINE, SOUTH 89°35'36" WEST, A DISTANCE OF 208.71 FEET TO A LINE PARALLEL WITH AND DISTANT 984.84 FEET WESTERLY TO THE EAST LINE OF SAID SOUTHEAST QUARTER;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY ALONG SAID LAST DESCRIBED PARALLEL LINE, NORTH 00°17'18" WEST, A DISTANCE OF 208.71 FEET TO A LINE PARALLEL WITH AND DISTANT 238.71 FEET NORTHERLY TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER;

THENCE ALONG SAID LAST DESCRIBED PARALLEL LINE, NORTH 89°35'36" EAST, A DISTANCE OF 208.71 FEET TO A LINE PARALLEL WITH AND DISTANT 776.13 FEET WESTERLY TO THE EAST LINE OF SAID SOUTHEAST QUARTER;

THENCE ALONG SAID LAST DESCRIBED PARALLEL LINE, SOUTH 00°17'18" EAST, A DISTANCE OF 208.71 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 1.000 ACRES, (43,560 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

DANIEL E. DAVIS, PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122



EXHIBIT A

ALL OF PARCEL'S A AND B AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2018000102101 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF ADAMS, STATE OF COLORADO, SITUATED IN THE SOUTH HALF OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A - THE AURORA HIGHLANDS MD NO. 4 INITIAL DISTRICT BOUNDARIES

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 16, WHENCE THE EAST QUARTER CORNER OF SAID SECTION 16 BEARS N00°11'37"W A DISTANCE OF 2,648.27 FEET;

THENCE S89°51'48"W ALONG THE SOUTHERLY LINE OF SAID SECTION 16 A DISTANCE OF 1,940.30 FEET TO THE **POINT OF BEGINNING**;

THENCE S89°51'48"W ALONG THE SOUTHERLY LINE OF SAID SECTION 16 A DISTANCE OF 852.46 FEET;

THENCE N00°04'00"E A DISTANCE OF 752.01 FEET;

THENCE N89°51'48"E ALONG A SOUTHERLY LINE OF A PARCEL OF LAND DESCRIBED IN BOOK 3811, PAGE 286, RECEPTION NO. B01020168 RECORDED AUGUST 29, 1991 IN THE ADAMS COUNTY CLERK AND RECORDERS OFFICE A DISTANCE OF 648.29 FEET;

THENCE S15°08'12"E ALONG A WESTERLY LINE OF A PARCEL OF LAND DESCRIBED IN SAID BOOK 3811 AND PAGE 286 A DISTANCE OF 778.53 FEET TO THE **POINT OF BEGINNING**;

CONTAINING AN AREA OF 12.954 ACRES, (564,285 SQUARE FEET), MORE OR LESS.

PARCEL B - THE AURORA HIGHLANDS MD NO. 5 INITIAL DISTRICT BOUNDARIES

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 16, WHENCE THE EAST QUARTER CORNER OF SAID SECTION 16 BEARS N00°11'37"W A DISTANCE OF 2,648.27 FEET;

THENCE S89°51'48"W ALONG THE SOUTHERLY LINE OF SAID SECTION 16 A DISTANCE OF 434.00 FEET TO THE **POINT OF BEGINNING**;

THENCE S89°51'48"W ALONG THE SOUTHERLY LINE OF SAID SECTION 16 A DISTANCE OF 1,444.19 FEET;

THENCE N15°08'12"W ALONG A EASTERLY LINE OF A PARCEL OF LAND DESCRIBED IN BOOK 3811, PAGE 286, RECEPTION NO. B01020168, RECORDED AUGUST 29, 1991 IN THE ADAMS COUNTY CLERK AND RECORDERS OFFICE A DISTANCE OF 778.54 FEET;

THENCE N89°51'48"E ALONG A SOUTHERLY LINE OF A PARCEL OF LAND DESCRIBED IN SAID BOOK 3811 AND PAGE 286 A DISTANCE OF 1,644.94 FEET;

THENCE S00°11'37"E ALONG THE WESTERLY LINE OF A PARCEL OF LAND DESCRIBED IN SAID BOOK 3800, PAGE 94 IN THE ADAMS COUNTY CLERK AND RECORDERS OFFICE A DISTANCE OF 752.01 FEET TO THE **POINT OF BEGINNING**;

CONTAINING AN AREA OF 26.665 ACRES, (1,161,530 SQUARE FEET), MORE OR LESS.

ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

BRADY J. MOORHEAD, PLS 38668
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

LEGAL DESCRIPTION
FIRST CREEK RANCH METROPOLITAN DISTRICT

A PARCEL OF LAND BEING ALL THOSE CERTAIN PORTIONS OF ORDER AND DECREE CREATING DISTRICT IN BOOK 3013, AT PAGE 123, ALL OF ORDER FOR INCLUSION RECORDED AT RECEPTION NO. 2018000075564, ALL OF ORDER FOR INCLUSION RECORDED AT RECEPTION NO. C1020676, ALL IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF ADAMS, STATE OF COLORADO, AND A PORTION OF ORDER FOR INCLUSION (CASE NO. 85CV0845) RECORDED IN THE DISTRICT COURT RECORDS, COUNTY OF ADAMS, STATE OF COLORADO, BEING PORTIONS OF SECTION 13 AND 24, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, AND PORTIONS OF SECTIONS 18, 19, 20, 29, AND 30 TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 29;

THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 29, SOUTH 00°17'04" EAST, A DISTANCE OF 2,670.37 FEET TO THE EAST QUARTER CORNER THEREOF;

THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 29, SOUTH 00°17'18" EAST, A DISTANCE OF 2,669.98 FEET TO THE SOUTHEAST CORNER THEREOF;

THENCE ALONG THE SOUTH LINE OF SAID LAST DESCRIBED SOUTHEAST QUARTER, SOUTH 89°35'36" WEST, A DISTANCE OF 2,645.83 FEET TO THE SOUTH QUARTER CORNER THEREOF;

THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29, SOUTH 89°35'42" WEST, A DISTANCE OF 2,645.72 FEET TO THE SOUTHWEST CORNER THEREOF;

THENCE ALONG THE WEST LINE OF SAID LAST DESCRIBED SOUTHWEST QUARTER, NORTH 00°08'27" WEST, A DISTANCE OF 2,666.98 FEET TO THE WEST QUARTER CORNER THEREOF;

THENCE ALONG THE WEST LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 29, NORTH 00°15'28" WEST, A DISTANCE OF 1,327.52 FEET TO THE NORTHWEST CORNER OF SAID SOUTH HALF OF THE NORTHWEST QUARTER;

THENCE ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 30, SOUTH 89°23'33" WEST, A DISTANCE OF 2,654.60 FEET TO THE SOUTHWEST CORNER OF SAID NORTH HALF OF THE NORTHEAST QUARTER;

THENCE ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 30, SOUTH 89°23'10" WEST, A DISTANCE OF 2,615.86 FEET TO THE SOUTHWEST CORNER OF SAID NORTH HALF OF THE NORTHWEST QUARTER;

THENCE ALONG THE WEST LINE OF SAID LAST DESCRIBED NORTHWEST QUARTER, NORTH 00°13'35" WEST, A DISTANCE OF 1,324.15 FEET TO THE NORTHWEST CORNER OF SAID SECTION 30;

THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19, NORTH 00°13'47" WEST, A DISTANCE OF 2,647.66 FEET TO THE WEST QUARTER CORNER THEREOF;

THENCE ALONG THE SOUTH LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24, SOUTH 89°35'38" WEST, A DISTANCE OF 1,322.41 FEET TO THE SOUTHWEST CORNER OF SAID EAST HALF OF THE NORTHEAST QUARTER;

THENCE ALONG THE WEST LINE OF SAID LAST DESCRIBED EAST HALF, NORTH 00°15'21" WEST, A DISTANCE OF 1,986.79 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 24;

THENCE ALONG THE SOUTH LINE OF SAID LAST DESCRIBED NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, SOUTH 89°37'57" WEST, A DISTANCE OF 1,323.09 FEET TO THE SOUTHWEST CORNER OF SAID LAST DESCRIBED NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER;

THENCE ALONG THE WEST LINE OF SAID LAST DESCRIBED NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, NORTH 00°16'32" WEST, A DISTANCE OF 662.56 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 13;

THENCE ALONG THE WEST LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13, NORTH 00°06'54" WEST, A DISTANCE OF 662.78 FEET TO THE NORTHWEST CORNER OF SAID LAST DESCRIBED SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER;

THENCE ALONG THE NORTH LINE OF SAID LAST DESCRIBED SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, NORTH 89°39'30" EAST, A DISTANCE OF 1,322.66 FEET TO THE NORTHEAST CORNER OF SAID LAST DESCRIBED SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER;

THENCE ALONG THE EAST LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13, NORTH 00°10'18" WEST, A DISTANCE OF 662.40 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13;

THENCE ALONG THE SOUTH AND WEST LINES OF SAID LAST DESCRIBED NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13 THE FOLLOWING TWO (2) COURSES:

1. SOUTH 89°39'33" WEST, A DISTANCE OF 1,322.01 FEET;
2. NORTH 00°06'54" WEST, A DISTANCE OF 1,325.20 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 13;

THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, NORTH 00°07'57" WEST, A DISTANCE OF 2,648.05 FEET TO THE NORTH QUARTER CORNER THEREOF;

THENCE ALONG THE NORTH LINE OF SAID LAST DESCRIBED NORTHEAST QUARTER, NORTH 89°41'25" EAST, A DISTANCE OF 1,123.16 FEET;

THENCE DEPARTING SAID NORTH LINE, SOUTH 00°00'12" WEST, A DISTANCE OF 99.98 FEET;

THENCE SOUTH 86°50'00" EAST, A DISTANCE OF 893.46 FEET;

THENCE SOUTH 59°49'05" EAST, A DISTANCE OF 90.03 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 908.51 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 81°41'26" EAST;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°20'42", AN ARC LENGTH OF 132.32 FEET;

THENCE TANGENT TO SAID CURVE, SOUTH 16°39'16" EAST, A DISTANCE OF 349.92 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,055.92 FEET;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°30'43", AN ARC LENGTH OF 285.87 FEET;

THENCE TANGENT TO SAID CURVE, SOUTH 01°08'33" EAST, A DISTANCE OF 1,700.86 FEET TO THE SOUTH LINE OF SAID LAST DESCRIBED NORTHEAST QUARTER;

THENCE ALONG SAID LAST DESCRIBED SOUTH LINE, NORTH 89°40'22" EAST, A DISTANCE OF 347.56 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 18;

THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 18, NORTH 00°14'00" WEST, A DISTANCE OF 2,647.24 FEET TO THE NORTHWEST CORNER THEREOF;

THENCE ALONG THE NORTH LINE OF SAID LAST DESCRIBED NORTHWEST QUARTER, NORTH 89°19'36" EAST, A DISTANCE OF 2,607.91 FEET TO THE NORTH QUARTER CORNER THEREOF;

THENCE ALONG THE EAST LINE OF SAID LAST DESCRIBED NORTHWEST QUARTER, SOUTH 00°14'33" EAST, A DISTANCE OF 2,635.12 FEET TO THE CENTER QUARTER CORNER THEREOF;

THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 18, SOUTH 00°14'41" EAST, A DISTANCE OF 2,652.48 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 19;

THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19, NORTH 89°08'09" EAST, A DISTANCE OF 2,648.88 FEET TO THE NORTHWEST CORNER OF SAID SECTION 20;

THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20, SOUTH 89°53'06" EAST, A DISTANCE OF 1,048.91 FEET;

THENCE DEPARTING SAID LAST DESCRIBED NORTH LINE, NORTH SOUTH 00°16'11" EAST, A DISTANCE OF 3,425.40 FEET;

THENCE NORTH 89°45'36" EAST, A DISTANCE OF 2,736.08 FEET;

THENCE SOUTH 00°22'39" EAST, A DISTANCE OF 1,859.46 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 29;

THENCE ALONG SAID LAST DESCRIBED NORTH LINE, NORTH 89°23'37" EAST, A DISTANCE OF 1,503.46 FEET TO THE **POINT OF BEGINNING.**

CONTAINING AN AREA OF 2,384.524 ACRES, (103,869,857 SQUARE FEET), MORE OR LESS.

EXCLUDING THEREFROM THE FOLLOWING PARCELS AS RECORDED IN SAID OFFICIAL RECORDS:

ALL OF ORDER FOR EXCLUSION RECORDED AT RECEPTION NO. C1046955.

ALL OF ORDER FOR EXCLUSION RECORDED AT RECEPTION NO. 2019000029687.

ALL OF ORDER FOR EXCLUSION RECORDED AT RECEPTION NO. 2019000029688.

ALL OF ORDER FOR EXCLUSION RECORDED AT RECEPTION NO. 2019000111060.

CONTAINING AN AREA OF 655.291 ACRES, (28,544,456 SQUARE FEET), MORE OR LESS

CONTAINING A NET AREA AFTER THE EXCLUSIONS OF 1,729.233 ACRES, (75,325,371 SQUARE FEET), MORE OR LESS

BRADY J. MOORHEAD, PLS 38668
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

EXHIBIT B

Aurora Vicinity Map

Aurora Vicinity Map

(Boundaries not to scale, for informational purposes only)

EAST 56TH AVE.

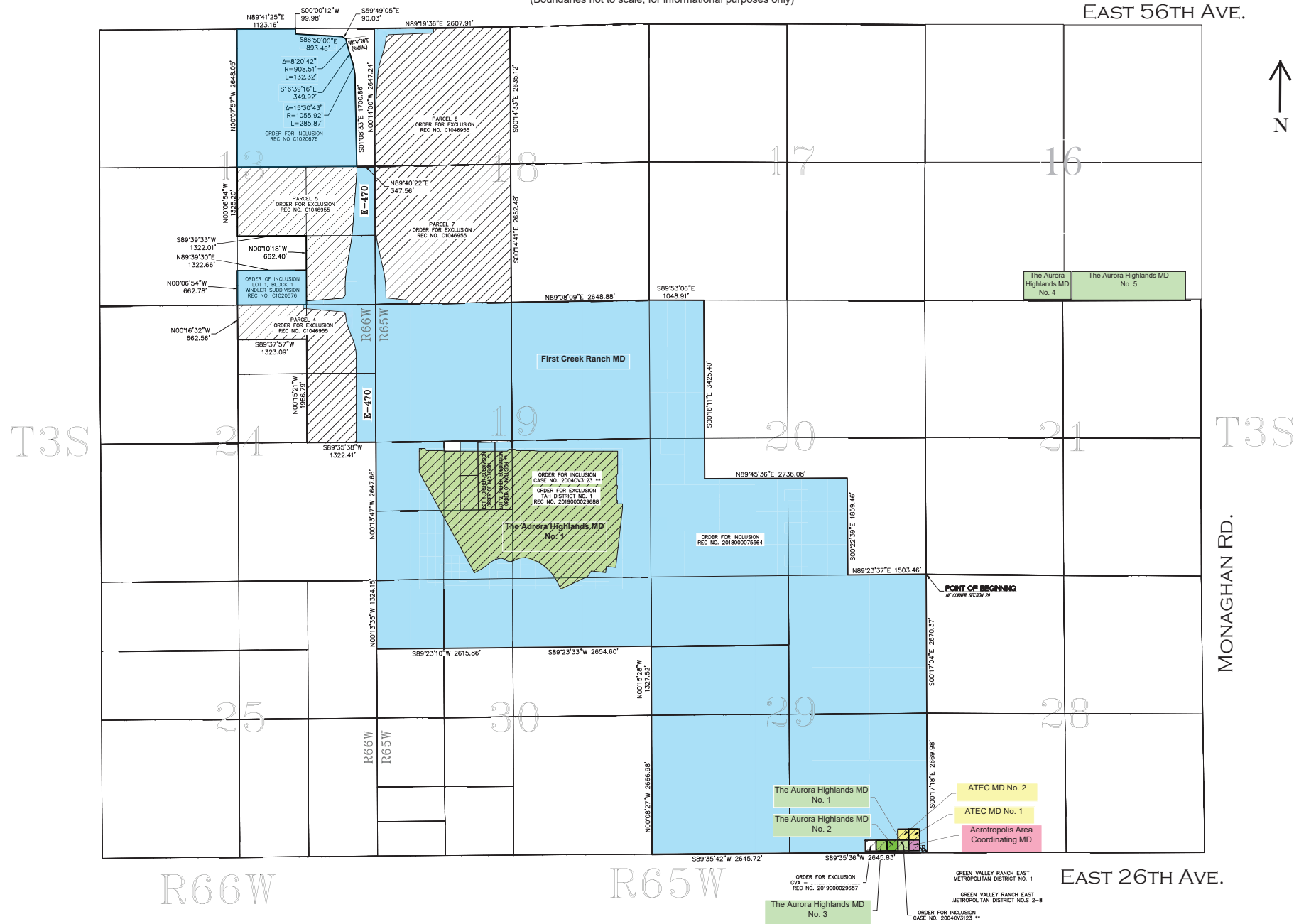


EXHIBIT C-1

Districts' Initial Boundary Maps

The Aurora Highlands Metropolitan District No. 1

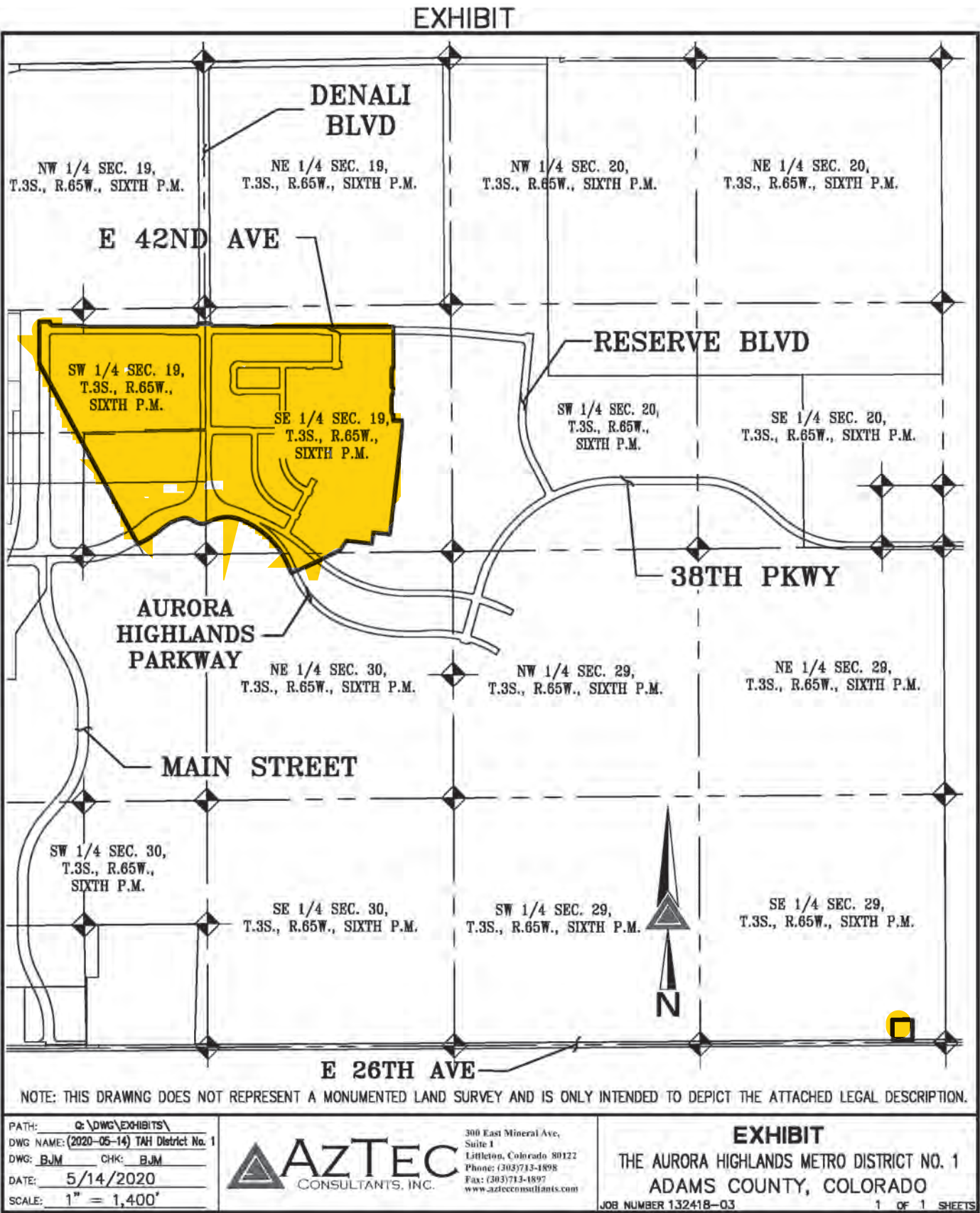
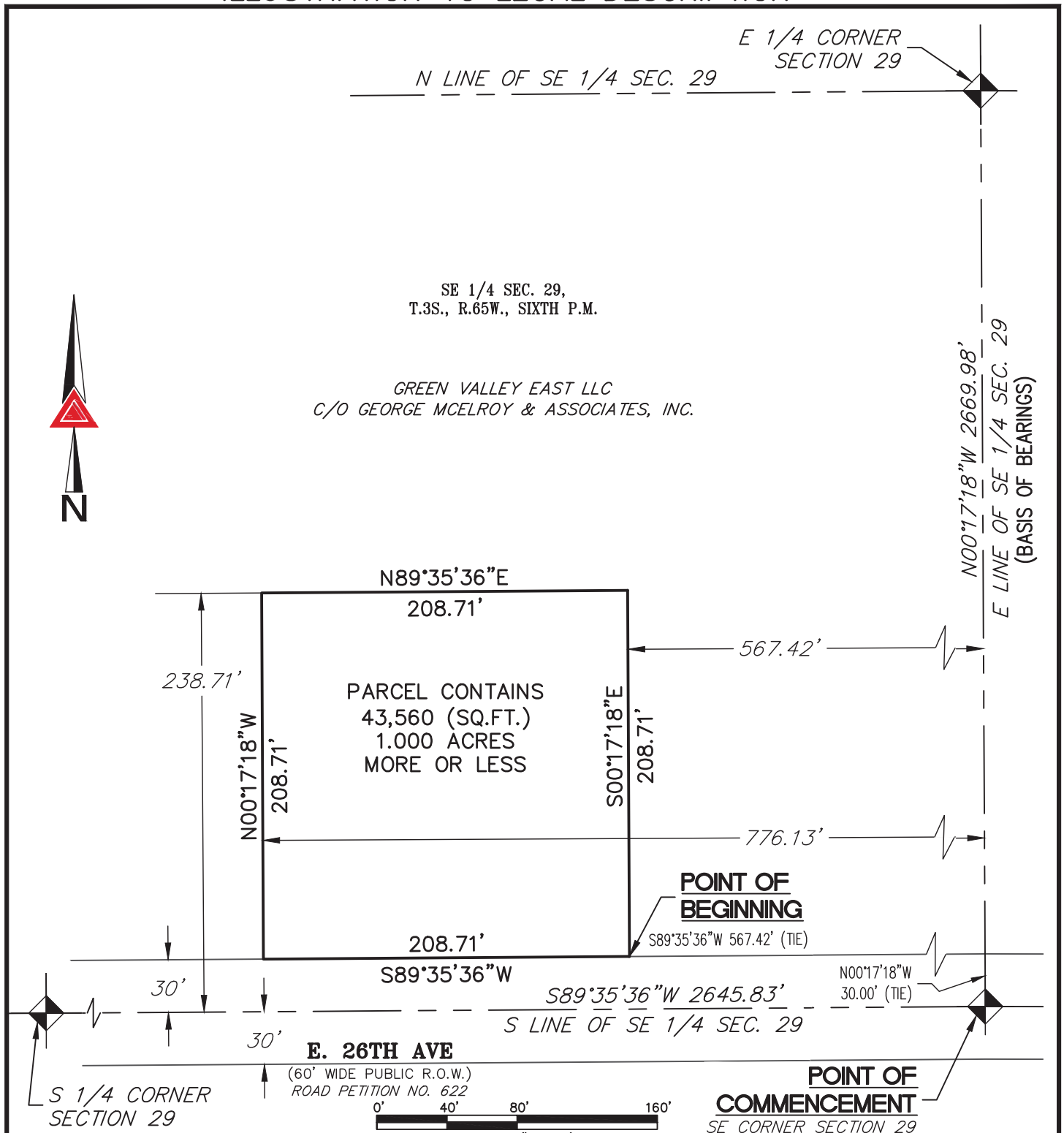


ILLUSTRATION TO LEGAL DESCRIPTION



NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q:132418-02\DWG\EXHIBITS\
DWG NAME:TAH MD No. 2
DWG: RDR CHK: DED
DATE: 3/22/2019
SCALE: 1" = 80'



AZTEC
CONSULTANTS, INC.

300 East Mineral Ave,
Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

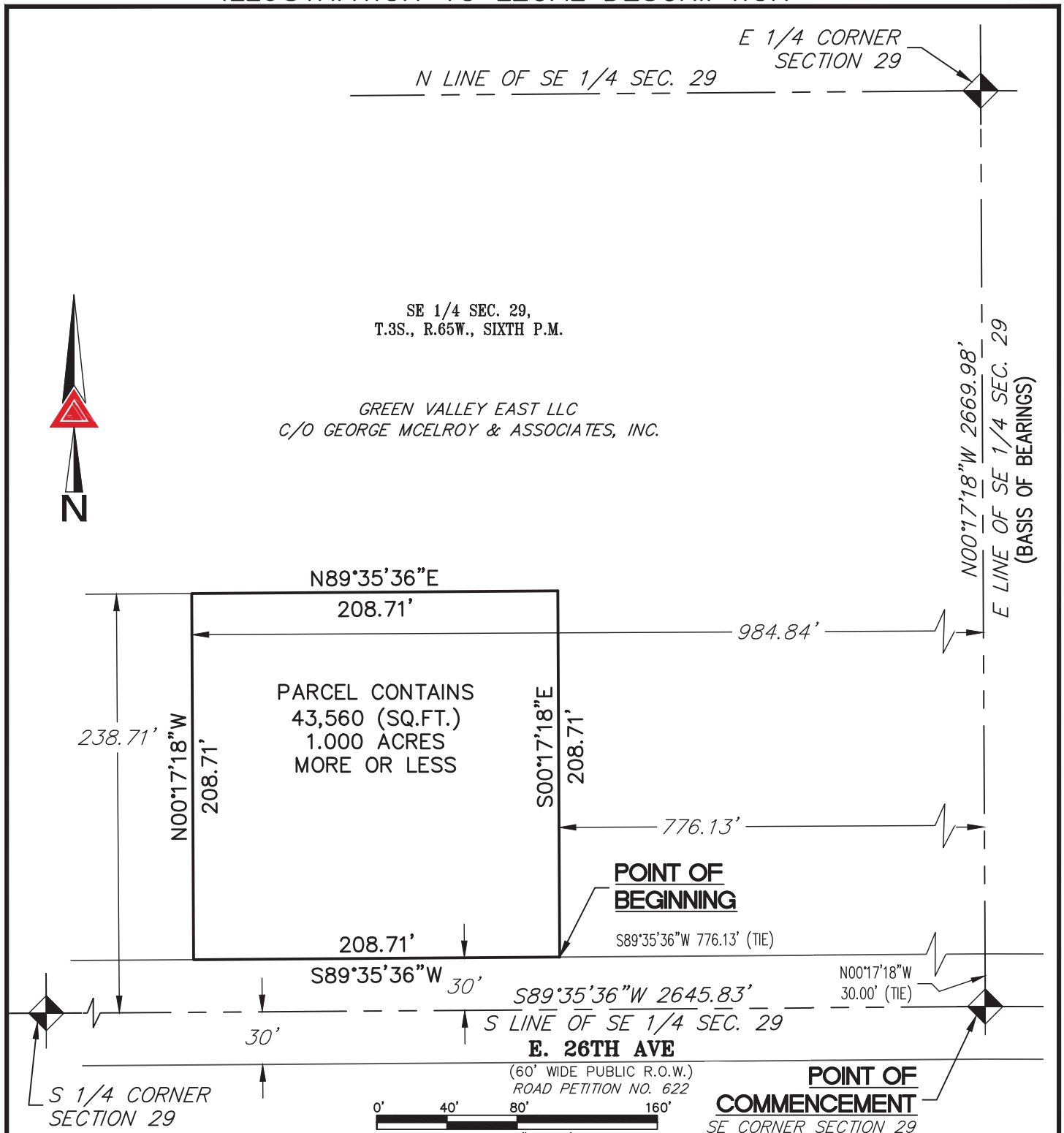
EXHIBIT

SE 1/4 SEC. 29, T3S, R65W, 6TH P.M.
ADAMS COUNTY, COLORADO

JOB NUMBER 136618-02

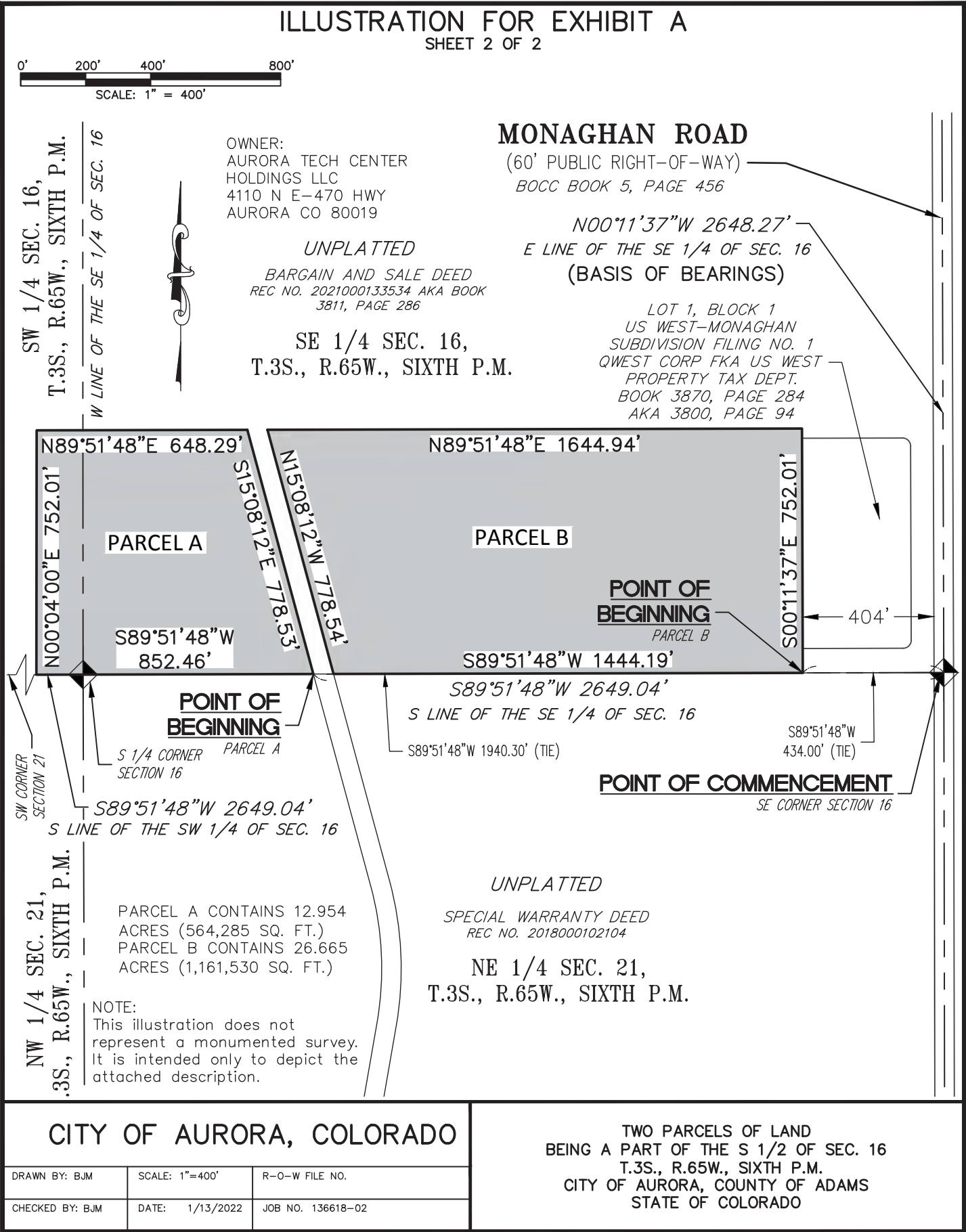
2 OF 2 SHEETS

ILLUSTRATION TO LEGAL DESCRIPTION



PATH: Q:132418-02\DWG\EXHIBITS\ DWG NAME:TAH MD No. 3 DWG: RDR CHK: DED DATE: 3/22/2019 SCALE: 1" = 80'	 AZTEC CONSULTANTS, INC. 300 East Mineral Ave, Suite 1 Littleton, Colorado 80122 Phone: (303)713-1898 Fax: (303)713-1897 www.aztecconsultants.com	EXHIBIT SE 1/4 SEC. 29, T3S, R65W, 6TH P.M. ADAMS COUNTY, COLORADO JOB NUMBER 136618-02 2 OF 2 SHEETS
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Parcel A = The Aurora Highlands MD No. 4
Parcel B = The Aurora Highlands MD No. 5



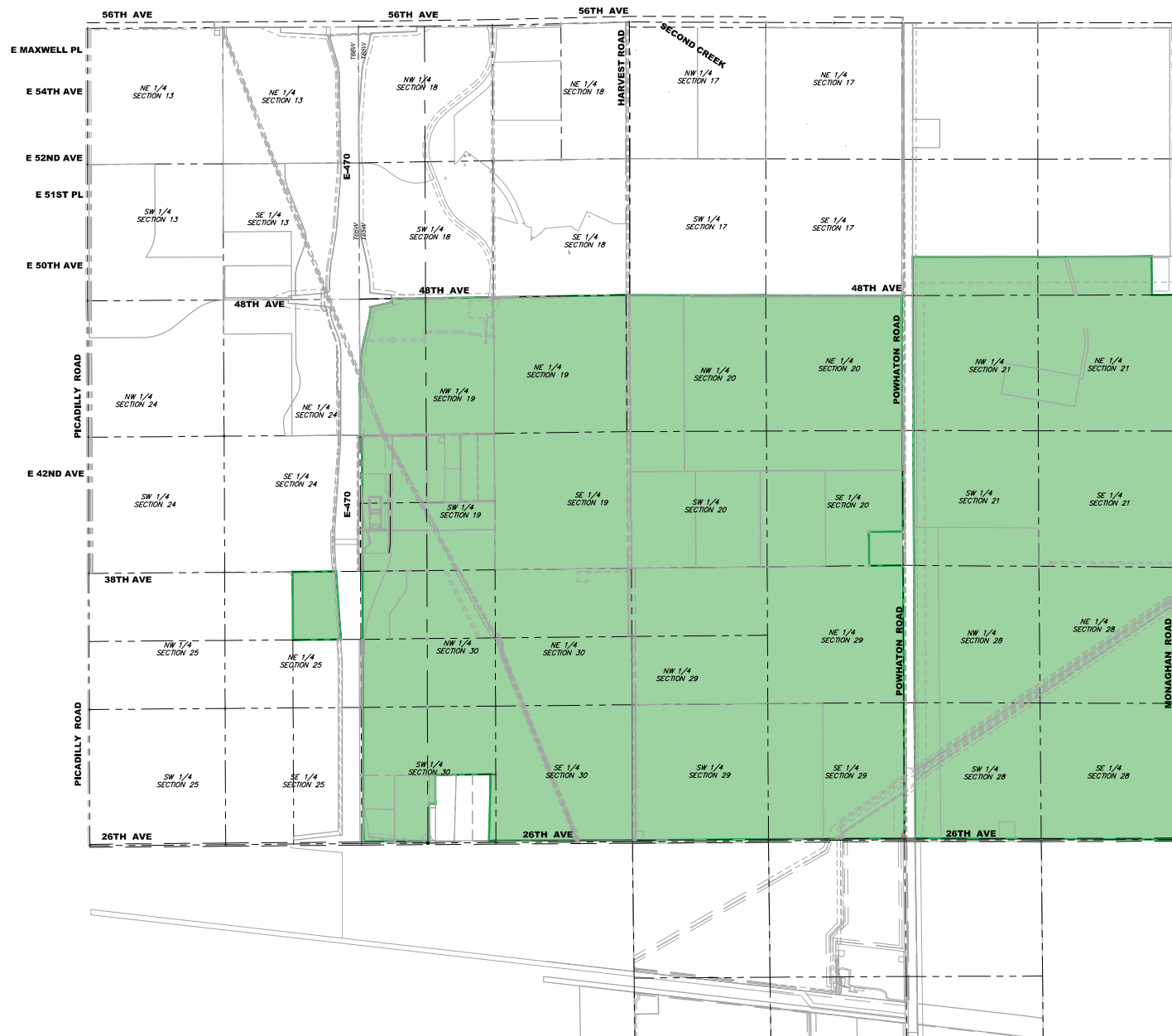
[illegible]

PREPARED FOR
FIRST CREEK RANCH METRO DISTRICT
BOUNDARY EXHIBIT

SHEET
ONE
 OF 1 SHEETS
 13-618-02
 JOB NO.

EXHIBIT C-2

Inclusion Area Boundary Map



 FUTURE INCLUSION AREA ~ 3,855 ac



HRCgreen.com

FUTURE INCLUSION AREA
JANUARY 13, 2022

EXHIBIT D

Notice of Special District Disclosure

Notice of Special District Disclosure

ATTENTION HOMEBUYER: You are purchasing a home that is located within ***District name*** **Metropolitan District**. This District has the authority to issue bonds or other debt to pay for development improvements and levy taxes and fees on all properties within the District for debt repayment and ongoing operations and maintenance.

Name of District:	<i>District name</i> Metropolitan District
Contact Information for District:	
District Website:	
District Boundaries:	See attached map.
Purpose of the District:	<p>Metropolitan district organized pursuant to C.R.S. § 32-1-101 et seq. The District was created to assist with the planning, design, acquisition, construction, installation, operation, maintenance, relocation, and financing of certain public improvements serving the <i>project name</i> located the City of Aurora, Colorado and described further in the District's Service Plan.</p> <p>A copy of the District's Service Plan can be found on the District's website or by contacting the District at the District contact information above.</p>
Authorized Types of District Taxes:	Debt Mill Levy and Operations and Maintenance Mill Levy These mill levies result in taxes you will owe to the District and are described further below.
District's Total Debt Issuance Authorized per District's Service Plan:	\$
District Improvements Financed by Debt:	The District intends to, or has already issued debt to pay for <i>[list major Public Improvement categories, and where appropriate identify specific improvements by name (i.e. specific roads, parks, etc.)]</i>
Maximum Debt Mill Levy that may be levied annually on properties within the District to pay back debt:	<p>Maximum Debt Mill Levy: 50.000 Mills</p> <p>The Maximum Debt Mill Levy may adjust based on changes in the residential assessment ratio occurring after January 1, 2004.</p> <p><i>[depending on service plan amendments, add info about the Board potentially being able to change the Debt Mill Levy]</i></p>

Ongoing Operations and Maintenance Services of the District:	The District intends to impose an Operations and Maintenance Mill Levy to pay for <i>[list eligible ongoing administration, operating and maintenance obligations]</i>
District Fees:	<i>[For transparency, District should indicate that the Board may choose to impose operations and maintenance fees in the future]</i>
Other Taxing Entities to which you will pay taxes to:	<i>[List all taxing entities and current mill levies within the District Boundaries as identified by the County Assessor]</i>

Sample Calculation of Taxes Owed for a Residential Property within the District:

Assumptions:

Average market value of home in District is \$_____ Debt Mill Levy is 50 mills

Operations and Maintenance Mill Levy is _____ mills

Total Metropolitan District mill levies = 60 mills

Calculation of Metropolitan District Taxes:

\$_____ x .0715 = \$_____ (Assessed Valuation)

\$_____ x .060 mills = \$_____ per year in taxes owed solely to the Metro District

Total Additional Mill Levies from Other Taxing Entities: _____ mills = \$ _____ annual taxes

TOTAL [YEAR] PROPERTY TAXES FOR A HOME COSTING \$_____ = \$_____

THIS ESTIMATE ONLY PROVIDES AN ILLUSTRATION OF THE AMOUNT OF THE NEW PROPERTY TAXES THAT MAY BE DUE AND OWING AFTER THE PROPERTY HAS BEEN REASSESSED AND, IN SOME INSTANCES, RECLASSIFIED AS RESIDENTIAL PROPERTY. THIS ESTIMATE IS NOT A STATEMENT OF THE ACTUAL AND FUTURE TAXES THAT MAY BE DUE. FIRST YEAR PROPERTY TAXES MAY BE BASED ON A PREVIOUS YEAR'S TAX CLASSIFICATION, WHICH MAY NOT INCLUDE THE FULL VALUE OF THE PROPERTY AND, CONSEQUENTLY, TAXES MAY BE HIGHER IN SUBSEQUENT YEARS. A SELLER HAS COMPLIED WITH THIS DISCLOSURE STATEMENT AS LONG AS THE DISCLOSURE IS BASED UPON A GOOD-FAITH EFFORT TO PROVIDE ACCURATE ESTIMATES AND INFORMATION.

ACKNOWLEDGED AND AGREED TO BY BUYER:

Name: _____

Date: _____

EXHIBIT E-1

**Amended and Restated Intergovernmental Agreement
between The Aurora Highlands Metropolitan District Nos. 1-3 and Aurora**

**AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF AURORA, COLORADO, AND
THE AURORA HIGHLANDS METROPOLITAN DISTRICT NOS. 1, 2, AND 3**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20____, by and between the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado (“City”), THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 1, THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 2, and THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 3, quasi-municipal corporations and political subdivisions of the State of Colorado (the “Districts”). The City and the Districts are collectively referred to as the Parties.

RECITALS

WHEREAS, the Districts were organized to provide those services and to exercise powers as are more specifically set forth in the Districts’ Consolidated Second Amended and Restated Service Plan approved by the City on _____ (“Second Amended and Restated Service Plan”); and

WHEREAS, the Second Amended and Restated Service Plan makes reference to the execution of an intergovernmental agreement between the City and the Districts, as required by the Aurora City Code; and

WHEREAS, the City, and the Districts previously entered into that certain Intergovernmental Agreement dated October 30, 2017 (the “Original IGA”); and

WHEREAS, upon execution of this Amended and Restated Intergovernmental Agreement by the City and the Districts, this Amended and Restated Intergovernmental Agreement is intended to amend and restate the Original IGA in its entirety; and

WHEREAS, the City and the Districts have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Amended and Restated 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 Second Amended and Restated Service Plan) to the City or other appropriate jurisdiction or owners 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 to operate and maintain any Public Improvements that have not been dedicated for operation and maintenance to another entity. 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 City 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 administrative fees as necessary to cover additional expenses associated with Non-District City residents to ensure that such costs are not the responsibility of the Districts' residents. All such Fees shall be based upon the Districts' 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 that are interconnected with a City or a 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 Districts 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 Districts 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 Districts 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 Districts 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 Districts 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 Second Amended and Restated 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. Prior written consent of the City shall be required prior to:

(a) Inclusion of property that was not annexed to the City as of the date of the City's approval of the Second Amended and Restated Service Plan;

(b) Inclusion of property that is outside the boundaries of the Service Area; and

(c) Inclusion of property based upon a petition of the fee owner or owners of less than 100 percent of such property.

Any and all property included within the District's boundaries shall be deemed to be included within the Service Area.

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, without the prior written consent of the City, 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. On or before the effective date of approval by the City of an Approved Development Plan (as defined in the Second Amended and Restated Service Plan), the Districts 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. Each of the Districts shall not issue Debt in excess of Four Billion Dollars (\$4,000,000,000).

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 Districts shall not be authorized to incur any indebtedness under the Second Amended and Restated Service Plan until such time as the Districts have approved and executed this Amended and Restated Intergovernmental Agreement and approved the imposition of the Aurora Regional Improvement Mill Levy (as defined in the Second Amended and Restated Service Plan) upon all taxable property located within the boundaries of the Districts.

13. Monies from Other Governmental Sources. The Districts 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 Districts without any limitation.

14. Consolidation. A 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 Aerotropolis Area Coordinating Metropolitan District, The Aurora Highlands Metropolitan District Nos. 1, 2, 3, 4 and 5, First Creek Ranch Metropolitan District (to be known as The Aurora Highlands Metropolitan District No. 6), ATEC MD No. 1, or ATEC MD No. 2.

15. Bankruptcy. All of the limitations contained in this Second Amended and Restated 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 Second Amended and Restated 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 Second Amended and Restated 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. Website. When a district is required to have a website in accordance with the requirements of C.R.S. Section 32-1- 104.5, the District shall establish, maintain and annually update a public website or provide information on a shared community website, on which the District will timely post all information and documents required by C.R.S. § 32-1- 104.5.

17. 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.

18. Disclosure to Purchasers. Subsequent to the City's approval of this Second Amended and Restated Service Plan:

(a) The Districts will use reasonable efforts to assure that all developers of the property located within the Districts 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 Districts' authority to impose and collect rates, Fees, tolls and charges;

(b) The notice shall conform with the City's standard model disclosure attached as Exhibit D to the Second Amended and Restated Service Plan, as may be amended from time to time.

(c) The City shall be provided a copy of the notice 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.

19. Service Plan Amendment Requirement. Actions of the Districts which violate the limitations set forth in V.A.1-15 or VII.B-G of the Second Amended and Restated Service Plan shall be deemed to be material modifications to the Second Amended and Restated Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the Districts.

20. Multiple District Structure. It is anticipated that the Districts, together with the TAH CAB, AACMD, The Aurora Highlands Metropolitan District Nos. 4 and 5, First Creek Ranch Metropolitan District (to be known as The Aurora Highlands Metropolitan District No. 6), ATEC MD No. 1 and ATEC MD No. 2 will undertake the financing and construction of the improvements contemplated herein. Specifically, the Districts, with the AACMD, The Aurora Highlands Metropolitan District Nos. 4, The Aurora Highlands Metropolitan District No. 5, First Creek Ranch Metropolitan District (to be known as The Aurora Highlands Metropolitan District No. 6), ATEC MD No. 1, ATEC MD No. 2, and/or TAH CAB, shall enter into one or more Intergovernmental Cost Sharing and Recovery 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 Districts, with the AACMD, The Aurora Highlands Metropolitan District Nos. 4 and 5, First Creek Ranch Metropolitan District (to be known as The Aurora Highlands Metropolitan District No. 6), TAH CAB, ATEC MD No. 1 and/or ATEC MD No. 2, will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements. All such agreements will be designed to help assure the orderly development of the Public Improvements and essential services in accordance with the requirements of this Second Amended and Restated Service Plan. Implementation of such intergovernmental agreement(s) is essential to the orderly implementation of this Second Amended and Restated Service Plan. Accordingly, any determination of any Board to set aside said intergovernmental agreement(s) without the consent of all of the Districts shall be a material modification of the Second Amended and Restated Service Plan. Said intergovernmental agreement(s) may be amended by mutual agreement of the Districts without the need to amend this Second Amended and Restated Service Plan.

The Districts shall be authorized to enter into agreements which shall govern the relationships between and among the Districts, additional Title 32 districts, and other governments, with respect to the financing, construction and operation of the improvements contemplated herein.

21. Annual Report. The Districts 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 Second Amended and Restated Service Plan.

22. Regional Improvements. The Districts 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 the AACMD entering into the ARTA Establishment Agreement and the Regional Intergovernmental Improvements Agreement, and the AACMD and the Districts entering into the ARI Mill Levy IGA described below.

In that regard, the City, Adams County and the AACMD entered into the ARTA Establishment Agreement to form the ARTA on February 27, 2018, as supplemented by that First Supplement to the Establishment Agreement.

The Districts shall impose and convey the ARI Mill Levy in accordance with the ARI Mill Levy IGA, as the same may be amended from time to time as follows:

(a) Beginning in 2021, for collection in 2022 and continuing each year thereafter until the ARTA Establishment Agreement is terminated on its terms, each District will impose an ARI Mill Levy equal to five (5) mills, plus any applicable Mill Levy Adjustment, minus any ARTA Mill Levy, on all property within their boundaries, as such boundaries may be amended from time to time by the inclusion of property, and transfer the revenues derived therefrom to ARTA within the time frame provided in the ARI Mill Levy IGA, as it may be

amended from time to time, for use by ARTA in ARTA's discretion as all other legally available revenues of ARTA.

(b) Unless the City agreed/agrees otherwise in writing, the Regional Improvements shall be limited to the costs of overhead and administration of the ARTA and the capital costs and repayment of debt to be incurred by the ARTA, for the planning, design, permitting, financing, construction, acquisition, installation, relocation, and/or redevelopment of improvements set forth in the ARTA Establishment Agreement, as amended from time to time (as defined in the Special District Act) incurred as a result of the participation in the ARTA Establishment Agreement. 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.

(c) The Districts shall cease to be obligated to impose, collect and convey the revenue from the ARI Mill Levy described in this Section VI at such time as the area within the Districts' 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.

23. 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 Second Amended and Restated Service Plan, subject to the Mill Levy Adjustment.

(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 Second Amended and Restated 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.

The Maximum Debt Mill Levy shall not apply to the Districts' respective Operations and Maintenance Mill Levies for the provision of operation and maintenance services to the Districts' taxpayers and service users.

24. Maximum Debt Mill Levy Imposition Term. The Districts shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI of the Second Amended and Restated 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 fifty (50) 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.

25. 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 Aurora Highlands Metropolitan District Nos. 1-3:	The Aurora Highlands Metropolitan District Nos. 1, 2, and 3 c/o Cockrel Ela Glesne Greher & Ruhland 390 Union Boulevard, Suite 400 Denver, Colorado 80228 Attn: Matthew R. Ruhland Phone: (303) 986-1551
------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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
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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.

26. 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 Second Amended and Restated Service Plan.

27. Assignment. No 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 all other Parties, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

28. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Parties 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/Parties in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

29. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

30. 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.

31. 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.

32. 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 Districts 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 Districts and the City shall be for the sole and exclusive benefit of the Districts and the City.

33. 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.

34. 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.

35. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

36. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Second Amended and Restated Service Plan.

**SIGNATURE PAGES TO AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT**

THE AURORA HIGHLANDS
METROPOLITAN DISTRICT NO. 1

By: _____
President

Attest:

Secretary

THE AURORA HIGHLANDS
METROPOLITAN DISTRICT NO. 2

By: _____
President

Attest:

Secretary

THE AURORA HIGHLANDS
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

EXHIBIT E-2

**Intergovernmental Agreement
between The Aurora Highlands Metropolitan District Nos. 4-5 and Aurora**

**AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF AURORA, COLORADO, AND
THE AURORA HIGHLANDS METROPOLITAN DISTRICT NOS. 4 AND 5**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20____, by and between the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado (“City”), THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 4, and THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 5, quasi-municipal corporations and political subdivisions of the State of Colorado (the “Districts”). The City and the Districts are collectively referred to as the Parties.

RECITALS

WHEREAS, the Districts were organized to provide those services and to exercise powers as are more specifically set forth in the Districts’ Consolidated Second Amended and Restated Service Plan approved by the City on _____ (“Second Amended and Restated Service Plan”); and

WHEREAS, the Second Amended and Restated Service Plan makes reference to the execution of an intergovernmental agreement between the City and the Districts, as required by the Aurora City Code; and

WHEREAS, the City and the Districts have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Amended and Restated 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 Second Amended and Restated Service Plan) to the City or other appropriate jurisdiction or owners 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 to operate and maintain any Public Improvements that have not been dedicated for operation and maintenance to another entity. 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 City 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 administrative fees as necessary to cover additional expenses associated with Non-District City residents to ensure that such costs are not the responsibility of the Districts' residents. All such Fees shall be based upon the Districts' 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 that are interconnected with a City or a 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 Districts 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 Districts 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 Districts 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 Districts 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 Districts 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 Second Amended and Restated 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. Prior written consent of the City shall be required prior to:

(d) Inclusion of property that was not annexed to the City as of the date of the City's approval of the Second Amended and Restated Service Plan;

(e) Inclusion of property that is outside the boundaries of the Service Area; and

(f) Inclusion of property based upon a petition of the fee owner or owners of less than 100 percent of such property.

Any and all property included within the Districts' boundaries shall be deemed to be included within the Service Area.

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, without the prior written consent of the City, 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. On or before the effective date of approval by the City of an Approved Development Plan (as defined in the Second Amended and Restated Service Plan), the Districts 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. Each of the Districts shall not issue Debt in excess of Four Billion Dollars (\$4,000,000,000).

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 Districts shall not be authorized to incur any indebtedness under the Second Amended and Restated Service Plan until such time as the

Districts have approved and executed this Agreement and approved the imposition of the Aurora Regional Improvement Mill Levy (as defined in the Second Amended and Restated Service Plan) upon all taxable property located within the boundaries of the Districts.

13. Monies from Other Governmental Sources. The Districts 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 Districts without any limitation.

14. Consolidation. The Districts 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 Aerotropolis Area Coordinating Metropolitan District, The Aurora Highlands Metropolitan District Nos. 1, 2, 3, 4 and 5, First Creek Ranch Metropolitan District (to be known as The Aurora Highlands Metropolitan District No. 6), ATEC MD No. 1, or ATEC MD No. 2.

15. Bankruptcy. All of the limitations contained in this Second Amended and Restated 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 Second Amended and Restated 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 Second Amended and Restated 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. Website. When a district is required to have a website in accordance with the requirements of C.R.S. Section 32-1- 104.5, the District shall establish, maintain and annually update a public website or provide information on a shared community website, on which the District will timely post all information and documents required by C.R.S. § 32-1- 104.5.

17. 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.

18. Disclosure to Purchasers. Subsequent to the City's approval of this Second Amended and Restated Service Plan:

(a) The Districts will use reasonable efforts to assure that all developers of the property located within the Districts 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 Districts' authority to impose and collect rates, Fees, tolls and charges;

(b) The notice shall conform with the City's standard model disclosure attached as Exhibit D to the Second Amended and Restated Service Plan, as may be amended from time to time.

(c) The City shall be provided a copy of the notice 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.

19. Service Plan Amendment Requirement. Actions of the Districts which violate the limitations set forth in V.A.1-15 or VII.B-G of the Second Amended and Restated Service Plan shall be deemed to be material modifications to the Second Amended and Restated Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the Districts.

20. Multiple District Structure. It is anticipated that the Districts, together with the TAH CAB, AACMD, The Aurora Highlands Metropolitan District No. 1, The Aurora Highlands Metropolitan District No. 2, The Aurora Highlands Metropolitan District No. 3, First Creek Ranch Metropolitan District (to be known as The Aurora Highlands Metropolitan District No. 6), ATEC MD No. 1 and ATEC MD No. 2 will undertake the financing and construction of the improvements contemplated herein. Specifically, the Districts, with the AACMD, The Aurora Highlands Metropolitan District No. 1, The Aurora Highlands Metropolitan District No. 2, The Aurora Highlands Metropolitan District No. 3, First Creek Ranch Metropolitan District (to be known as The Aurora Highlands Metropolitan District No. 6), ATEC MD No. 1, ATEC MD No. 2, and/or TAH CAB, shall enter into one or more Intergovernmental Cost Sharing and Recovery 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 Districts, with the AACMD, TAH CAB, The Aurora Highlands Metropolitan District No. 1, The Aurora Highlands Metropolitan District No. 2, The Aurora Highlands Metropolitan District No. 3, First Creek Ranch Metropolitan District (to be known as The Aurora Highlands Metropolitan District No. 6), ATEC MD No. 1 and/or ATEC MD No. 2, will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements. All such agreements will be designed to help assure the orderly development of the Public Improvements and essential services in accordance with the requirements of this Second Amended and Restated Service Plan. Implementation of such intergovernmental agreement(s) is essential to the orderly implementation of this Second Amended and Restated Service Plan. Accordingly, any determination of any Board to set aside

said intergovernmental agreement(s) without the consent of all of the Districts shall be a material modification of the Second Amended and Restated Service Plan. Said intergovernmental agreement(s) may be amended by mutual agreement of the Districts without the need to amend this Second Amended and Restated Service Plan.

The Districts shall be authorized to enter into agreements which shall govern the relationships between and among the Districts, additional Title 32 districts, and other governments, with respect to the financing, construction and operation of the improvements contemplated herein.

21. Annual Report. The Districts 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 Second Amended and Restated Service Plan.

22. Regional Improvements. The Districts 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 the AACMD entering into the ARTA Establishment Agreement and the Regional Intergovernmental Improvements Agreement, and the AACMD and the Districts entering into the ARI Mill Levy IGA described below.

In that regard, the City, Adams County and the AACMD entered into the ARTA Establishment Agreement to form the ARTA on February 27, 2018, as supplemented by that First Supplement to the Establishment Agreement.

The Districts shall impose and convey the ARI Mill Levy in accordance with the ARI Mill Levy IGA, as the same may be amended from time to time as follows:

(a) Beginning in 2021, for collection in 2022 and continuing each year thereafter until the ARTA Establishment Agreement is terminated on its terms, each District will impose an ARI Mill Levy equal to five (5) mills, plus any applicable Mill Levy Adjustment, minus any ARTA Mill Levy, on all property within their boundaries, as such boundaries may be amended from time to time by the inclusion of property, and transfer the revenues derived therefrom to ARTA within the time frame provided in the ARI Mill Levy IGA, as it may be amended from time to time, for use by ARTA in ARTA's discretion as all other legally available revenues of ARTA.

(b) Unless the City agreed/agrees otherwise in writing, the Regional Improvements shall be limited to the costs of overhead and administration of the ARTA and the capital costs and repayment of debt to be incurred by the ARTA, for the planning, design, permitting, financing, construction, acquisition, installation, relocation, and/or redevelopment of improvements set forth in the ARTA Establishment Agreement, as amended from time to time (as defined in the Special District Act) incurred as a result of the participation in the ARTA Establishment Agreement. 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.

(c) The Districts shall cease to be obligated to impose, collect and convey the revenue from the ARI Mill Levy described in this Section VI at such time as the area within the Districts' 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.

23. 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 Second Amended and Restated Service Plan, subject to the Mill Levy Adjustment.

(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 Second Amended and Restated 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.

The Maximum Debt Mill Levy shall not apply to the Districts' respective Operations and Maintenance Mill Levies for the provision of operation and maintenance services to the Districts' taxpayers and service users.

24. Maximum Debt Mill Levy Imposition Term. The Districts shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI of the Second Amended and Restated 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 fifty (50) 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.

25. 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 Aurora Highlands Metropolitan District Nos. 4-5:	The Aurora Highlands Metropolitan District Nos. 4 and 5 c/o _____ _____ _____
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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
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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.

26. 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 Second Amended and Restated Service Plan.

27. Assignment. No 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 all other Parties, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

28. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Parties 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/Parties in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

29. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

30. 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.

31. 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.

32. 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 Districts 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 Districts and the City shall be for the sole and exclusive benefit of the Districts and the City.

33. 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.

34. 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.

35. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

36. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Second Amended and Restated Service Plan.

SIGNATURE PAGES TO INTERGOVERNMENTAL AGREEMENT

THE AURORA HIGHLANDS
METROPOLITAN DISTRICT NO. 4

By: _____
President

Attest:

Secretary

THE AURORA HIGHLANDS
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

EXHIBIT E-3

**Intergovernmental Agreement between First Creek Ranch Metropolitan District (To Be
Known as The Aurora Highlands Metropolitan District Nos. 6) and Aurora**

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF AURORA, COLORADO, AND
FIRST CREEK RANCH METROPOLITAN DISTRICT (TO BE KNOWN AS
THE AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 6)**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20____, by and between the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado (“City”), and FIRST CREEK RANCH METROPOLITAN DISTRICT (TO BE KNOWN AS THE AURORA HIGHLANDS 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 pursuant to the First Creek Ranch Metropolitan District Service Plan as adopted by the Board of County Commissioners of Adams County, Colorado on November 5, 1984; and

WHEREAS, pursuant to Section 32-1-204.7, C.R.S., if a district originally approved by a Board of County Commissioners becomes wholly contained within a municipality, the District may petition the municipality to accept designation as the approving authority of the District; and

WHEREAS, if the municipality adopts a resolution of approval, all powers and authority shall be transferred from the Board of County Commissioners to the governing body of the municipality; and

WHEREAS, all of the property located with the First Creek Ranch Metropolitan District has become wholly contained within the City; and

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the Consolidated Second Amended and Restated Service Plan for The Aurora Highlands Metropolitan District Nos. 1-5 and First Creek Ranch Metropolitan approved by the City on _____ (“Second Amended and Restated Service Plan”); and

WHEREAS, through the City’s approval of the Second Amended and Restated Service Plan, the City accepted designation as the approving authority of the District; and

WHEREAS, the Second Amended and Restated 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 District shall dedicate the Public Improvements (as defined in the Second Amended and Restated Service Plan) to the City or other appropriate jurisdiction or owners 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 District shall be authorized to operate and maintain any Public Improvements that have not been dedicated for operation and maintenance to another entity. The District 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 administrative fees as necessary to cover additional expenses associated with Non-District City residents to ensure that such costs are not the responsibility of the District's 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 District shall be open to the general public and Non-District City residents subject to the rules and regulations of the District as adopted from time to time. Trails that are interconnected with a City or a 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 District.

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 Second Amended and Restated 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. Prior written consent of the City shall be required prior to:

(g) Inclusion of property that was not annexed to the City as of the date of the City’s approval of the Second Amended and Restated Service Plan;

(h) Inclusion of property that is outside the boundaries of the Service Area; and

(i) Inclusion of property based upon a petition of the fee owner or owners of less than 100 percent of such property.

Any and all property included within the District’s boundaries shall be deemed to be included within the Service Area.

8. Overlap Limitation. The boundaries of the District 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 District. Additionally, the District shall not, without the prior written consent of the City, 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 District 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 District.

9. Initial Debt. On or before the effective date of approval by the City of an Approved Development Plan (as defined in the Second Amended and Restated 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 Four Billion Dollars (\$4,000,000,000).

11. Fee Limitation. The District 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 District.

12. Debt Issuance Limitation. The District shall not be authorized to incur any indebtedness under the Second Amended and Restated Service Plan until such time as the District has approved and executed this Agreement and approved the imposition of the Aurora Regional Improvement Mill Levy (as defined in the Second Amended and Restated 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 one or more of the Aerotropolis Area Coordinating Metropolitan District, The Aurora Highlands Metropolitan District Nos. 1, 2, 3, 4 and 5; ATEC MD No. 1, or ATEC MD No. 2.

15. Bankruptcy. All of the limitations contained in the Second Amended and Restated 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 Second Amended and Restated 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 the Second Amended and Restated 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. Website. When a district is required to have a website in accordance with the requirements of C.R.S. Section 32-1- 104.5, the District shall establish, maintain and annually update a public website or provide information on a shared community website, on which the District will timely post all information and documents required by C.R.S. § 32-1- 104.5.

17. 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.

18. Disclosure to Purchasers. Subsequent to the City’s approval of this Second Amended and Restated Service Plan:

(a) 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;

(b) The notice shall conform with the City’s standard model disclosure attached as Exhibit D to the Second Amended and Restated Service Plan, as may be amended from time to time.

(c) The City shall be provided a copy of the notice 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.

19. Service Plan Amendment Requirement. Actions of the District which violate the limitations set forth in V.A.1-15 or VII.B-G of the Second Amended and Restated Service Plan shall be deemed to be material modifications to the Second Amended and Restated Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

20. Multiple District Structure. It is anticipated that the District, together with the TAH CAB, AACMD, The Aurora Highlands Metropolitan District No. 1-5, ATEC MD No. 1 and ATEC MD No. 2 will undertake the financing and construction of the improvements contemplated herein. Specifically, the District, with the AACMD, The Aurora Highlands

Metropolitan District Nos. 1-5, ATEC MD No. 1, ATEC MD No. 2, and/or TAH CAB, shall enter into one or more Intergovernmental Cost Sharing and Recovery 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, with the AACMD, TAH CAB, The Aurora Highlands Metropolitan District Nos. 1-5, ATEC MD No. 1 and/or ATEC MD No. 2, will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements. All such agreements will be designed to help assure the orderly development of the Public Improvements and essential services in accordance with the requirements of this Second Amended and Restated Service Plan. Implementation of such intergovernmental agreement(s) is essential to the orderly implementation of this Second Amended and Restated Service Plan. Accordingly, any determination of any Board to set aside said intergovernmental agreement(s) without the consent of all of the Districts shall be a material modification of the Second Amended and Restated Service Plan. Said intergovernmental agreement(s) may be amended by mutual agreement of the Districts without the need to amend this Second Amended and Restated Service Plan.

The District shall be authorized to enter into agreements which shall govern the relationships between and among the Districts, additional Title 32 districts, and other governments, with respect to the financing, construction and operation of the improvements contemplated herein.

21. 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 Second Amended and Restated Service Plan.

22. 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 the AACMD entering into the ARTA Establishment Agreement and the Regional Intergovernmental Improvements Agreement, and the AACMD and the Districts entering into the ARI Mill Levy IGA described below.

In that regard, the City, Adams County and the AACMD entered into the ARTA Establishment Agreement to form the ARTA on February 27, 2018, as supplemented by that First Supplement to the Establishment Agreement.

The District shall impose and convey the ARI Mill Levy in accordance with the ARI Mill Levy IGA, as the same may be amended from time to time as follows:

(a) Beginning in 2022, for collection in 2023 and continuing each year thereafter until the ARTA Establishment Agreement is terminated on its terms, the District will impose an ARI Mill Levy equal to five (5) mills, plus any applicable Mill Levy Adjustment, minus any ARTA Mill Levy, on all property within its boundaries, as such boundaries may be amended from time to time by the inclusion of property, and transfer the revenues derived

therefrom to ARTA within the time frame provided in the ARI Mill Levy IGA, as it may be amended from time to time, for use by ARTA in ARTA's discretion as all other legally available revenues of ARTA.

(b) Unless the City agreed/agrees otherwise in writing, the Regional Improvements shall be limited to the costs of overhead and administration of the ARTA and the capital costs and repayment of debt to be incurred by the ARTA, for the planning, design, permitting, financing, construction, acquisition, installation, relocation, and/or redevelopment of improvements set forth in the ARTA Establishment Agreement, as amended from time to time (as defined in the Special District Act) incurred as a result of the participation in the ARTA Establishment Agreement. 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.

(c) The District shall cease to be obligated to impose, collect and convey 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.

23. 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 Second Amended and Restated Service Plan, subject to the Mill Levy Adjustment.

(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 Second Amended and Restated 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.

The Maximum Debt Mill Levy shall not apply to the District's Operations and Maintenance Mill Levy for the provision of operation and maintenance services to the District's taxpayers and service users.

24. 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 Second Amended and Restated 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 fifty (50) 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.

25. 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 First Creek Ranch
Metropolitan District (to be
known as The Aurora
Highlands Metropolitan
District No. 6):

First Creek Ranch Metropolitan District (to be known as
The Aurora Highlands Metropolitan District No. 6)
c/o McGeedy Becher P.C.
450 East 17th Avenue, Suite 400
Denver, Colorado 80203
Attn: Legal Notices
Phone: (303) 592-4380
Fax: (303) 582-4385

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.

26. 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 Second Amended and Restated Service Plan.

27. Assignment. No 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 all other Parties, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

28. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Parties 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/Parties in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

29. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

36. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Second Amended and Restated Service Plan.

SIGNATURE PAGES TO INTERGOVERNMENTAL AGREEMENT

FIRST CREEK RANCH METROPOLITAN
DISTRICT (TO BE KNOWN AS THE
AURORA HIGHLANDS METROPOLITAN
DISTRICT NO. 6)

By: _____
President

Attest:

Secretary

CITY OF AURORA, COLORADO

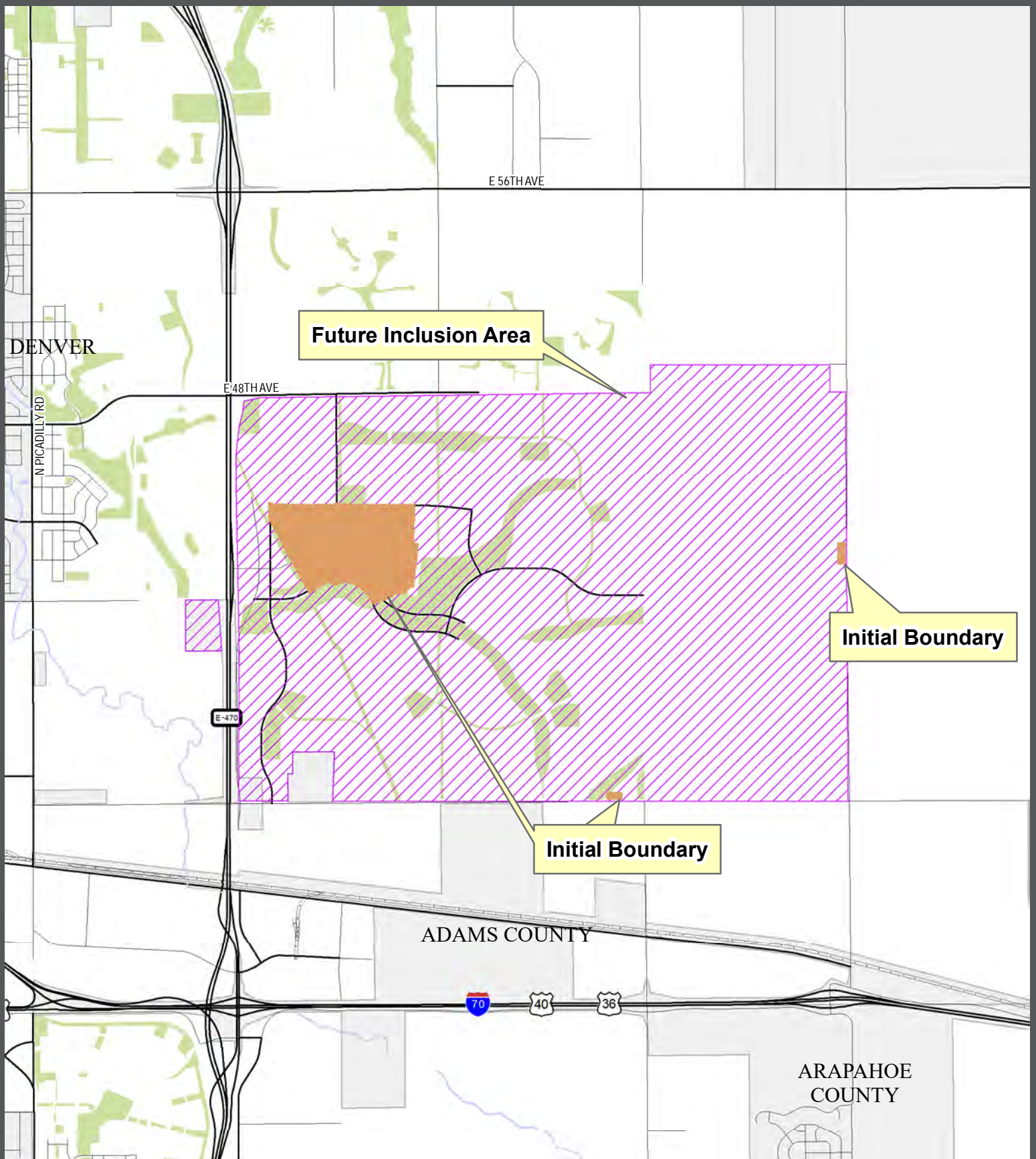
By: _____
MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

BRIAN J. RULLA, Assistant City Attorney



*Planning &
Development Services*

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

City of Aurora, Colorado

TAH
Metropolitan Districts No. 1-5

January 21, 2022



Legend

- Initial Boundary
- Future Inclusion Area
- Creeks
- Parks and Open Space
- Other Jurisdictions

Miles
0 0.275 0.55

332

ORDINANCE NO. 2022-__

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO ACCEPTING DESIGNATION AS THE APPROVING AUTHORITY FOR THE FIRST CREEK RANCH METROPOLITAN DISTRICT, APPROVING THE CONSOLIDATED SECOND AMENDED AND RESTATED SERVICE PLAN FOR THE AURORA HIGHLANDS METROPOLITAN DISTRICT NOS. 1-5 AND FIRST CREEK RANCH METROPOLITAN DISTRICT (TO BE KNOWN AS THAT AURORA HIGHLANDS METROPOLITAN DISTRICT NO. 6), AND AUTHORIZING THE EXECUTION OF INTERGOVERNMENTAL AGREEMENTS BETWEEN THE CITY OF AURORA, COLORADO AND THE DISTRICTS

WHEREAS, pursuant to Section 32-1-204.5, C.R.S., as amended, and Section 122-29 of the City Code, a Consolidated Second Amended and Restated Service Plan (the "Second Amended and Restated Service Plan") for The Aurora Highlands Metropolitan Districts Nos. 1-5 and First Creek Ranch Metropolitan District (to be known as The Aurora Highlands Metropolitan District No. 6) (collectively the "Districts") has been submitted to the City Council (the "City Council") of the City of Aurora, Colorado (the "City"); and

WHEREAS, on November 5, 1984, the Board of County Commissioners of Adams County (the "County") approved the First Creek Ranch Metropolitan District Service Plan (the "First Creek MD Service Plan"); and

WHEREAS, pursuant to Section 32-1-204.7, C.R.S., if a district originally approved by a Board of County Commissioners becomes wholly contained within a municipality, the District may petition the municipality to accept designation as the approving authority of the District; and

WHEREAS, On October 16, 2017, the City approved the Consolidated First Amended and Restated Service Plan (the "First Amended and Restated Service Plan") for The Aurora Highlands Metropolitan District No. 1 ("District No. 1"), The Aurora Highlands Metropolitan District No. 2 ("District No. 2"), and The Aurora Highlands Metropolitan District No. 3 ("District No. 3", and collectively with District No. 1 and District No. 2, "District Nos. 1-3") (the First Amended and Restated Service Plan and the First Creek MD Service Plan collectively the "Existing Service Plans"); and

WHEREAS, district Nos. 1-3 were organized on December 7, 2004 and were then known as the Green Valley Ranch East Metropolitan District Nos. 2, 3, and 4 and subsequently changed their names to "The Aurora Highlands Metropolitan District Nos. 1, 2 and 3" with the District Court; and

WHEREAS, this Second Amended and Restated Service Plan, which includes two additional to-be-organized metropolitan districts, The Aurora Highlands Metropolitan District No. 4 ("District No. 4") and The Aurora Highlands Metropolitan District No. 5 ("District No. 5") and incorporates the First Creek Ranch Metropolitan District, is intended to clarify the Districts'

Service Area and Inclusion Area, and to comply with the City's current model service plan, as applicable; and

WHEREAS, upon approval by the municipality, all powers and authority shall be transferred from the Board of County Commissioners of Adams County to the City Council; and

WHEREAS, at the time of approval by the City of the Existing Service Plans, the City, Adams County and Aerotropolis Area Coordinating Metropolitan District ("AACMD") were working together to organize the Aerotropolis Regional Transportation Authority ("ARTA"); and

WHEREAS, ARTA's boundaries overlap all the inclusion area for the Existing Districts as well as additional districts proposed contemporaneously with the Second Amended and Restated Service Plan; and

WHEREAS, the Aurora Regional Improvement mill levy as defined in Section 122-26 of the City Code and imposed within the City's model service plan allows for the formation of an Authority by three (3) or more districts to fund regional infrastructure with the pledge of their ARI mill levies collected from all member districts; and

WHEREAS, it has been determined that the imposition of the ARI mills as defined by City Code § 122-26 is not sufficient to provide the bonding capacity necessary to fund the improvements within the Districts' boundaries; and

WHEREAS, the intent of the City, Adams County and AACMD was to assure that five (5) mills, as adjusted, would be available from the inclusion area property tax base, to support the financing of the regional improvements that were the responsibility of ARTA to construct; and

WHEREAS, the Model Service Plan language regarding the ARI Mill Levy was modified in the Existing Service Plans to reflect the anticipated organization of ARTA, to allow for a five (5) mill, as Adjusted, ARI Mill Levy, that would be reduced by any ARTA mill levy; and

WHEREAS, the Second Amended and Restated Service Plan has been requested so the Districts will have substantially the same Service Plan and the same inclusion area; 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 Second Amended, Restated, and Consolidated Service Plan for the Districts; 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 Second Amended and Restated Service Plan and all other testimony and evidence presented at the hearing; and

WHEREAS, the City Council finds that the Second Amended and Restated Service Plan should be approved unconditionally 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, all legislative enactments must be in the form of ordinances pursuant to Section 5-1 of the Charter of the City of Aurora, Colorado and City Council Rule F.1 provides that an ordinance remains in effect until otherwise rescinded or amended by the City Council.

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

Section 1. Pursuant to Section 32-1-204.7(1), C.R.S., the City Council hereby accepts the designation as the approving authority for the First Creek Ranch Metropolitan District. In accordance with Section 32-1-204.7(2), C.R.S., all powers and authorities previously vested in the Board of County Commissioners of Adams County by the Title 32, Article 1, Part 2, C.R.S., as amended to oversee the First Creek Ranch Metropolitan District shall be and are hereby transferred to the City Council which shall constitute the approving authority for the First Creek Ranch Metropolitan District for all purposes under Title 32, Article 1, Part 2, C.R.S.

Section 2. 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 Second Amended and Restated Plan for the Districts 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 Second Amended and Restated Service Plan.

Section 3. 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 Districts;
- b. The existing service in the area to be served by the Districts is inadequate for present and projected needs;
- c. The Districts are capable of providing economical and sufficient service to the area within their proposed boundaries;
- d. The area to be included in the Districts 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, Adams 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 Districts are compatible with the facility and service standards of the City;
- g. The proposed Second Amended and Restated Service Plan is in substantial compliance with the comprehensive plan of the City as adopted pursuant to the City Code;
- h. The proposed Second Amended and Restated 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 districts and the proposed Second Amended and Restated Service Plan is in the best interests of the area proposed to be served.

Section 4. The City Council hereby approves the Second Amended and Restated Service Plan for the Districts as submitted.

Section 5. The ARI Mill Levy defined in this Service Plan applies only to The Aurora Highlands Metropolitan District Nos. 1-5 and First Creek Ranch Metropolitan District (to be known as the Aurora Highlands Metropolitan District No. 6). In all other instances the definition of ARI Mill Levy in City Code §122-26 shall remain in full force and effect.

Section 6. A District shall not be authorized to incur any bonded indebtedness under the Second Amended and Restated Service Plan until such time as the District has approved and executed its respective Intergovernmental Agreement.

Section 7. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this ordinance shall be by reference, utilizing the ordinance title.

Section 8. A certified copy of this ordinance shall be submitted to the Aurora Highlands Metropolitan Districts Nos. 1-3, First Creek Ranch Metropolitan District (to be known as the Aurora Highlands Metropolitan District No. 6), and the petitioners The Aurora Highlands Metropolitan Districts Nos. 4 and 5 for the purpose of filing in the District Court of Adams County.

Section 9. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Ordinance, are hereby rescinded.

Section 10. Future amendments to the respective Intergovernmental Agreement Between the City and the respective Districts as well as amendments to the Second Amended and Restated Service Plan shall be by resolution.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2022.

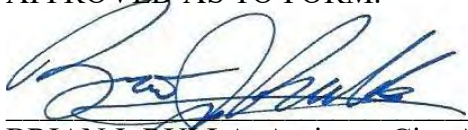
PASSED AND ORDERED PUBLISHED this _____ day of _____, 2022.

ATTEST:

MIKE COFFMAN, Mayor

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

 *CMcK*

BRIAN J. RULLA, Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: AN ORDINANCE APPROVING THE SECOND AMENDED AND RESTATED SERVICE PLAN FOR THE AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY AND THE DISTRICT.

Item Initiator: Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance

Staff Source/Legal Source: Cesarina Dancy, Senior Development Project 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: 2/7/2022

Regular Meeting: 2/14/2022

ITEM DETAILS:

- AN ORDINANCE APPROVING THE SECOND AMENDED AND RESTATED SERVICE PLAN FOR THE AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY AND THE DISTRICT.
- No Waiver of reconsideration requested
- No Sponsor
- Cesarina Dancy, Senior Development Project Manager, Office of Development Assistance/ Brian Rulla, Assistant City Attorney
- No Outside speaker
- Estimated Presentation/discussion time 5/5

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

- | | |
|--------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input checked="" type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration | |
| Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 1/25/2022

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

- | | |
|-----------------------------------------------------------|-----------------------------------------------------------|
| <input checked="" type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input checked="" type="checkbox"/> 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.)*

In 2004, the City adopted a model service plan for Title 32 Metropolitan Districts with the intent that any proposed service plan for a metropolitan district will be compliant with the model. The model service plan provides the following key features:

1. Maximum debt mill levy of 50 mills
2. Maximum term for debt repayment of 40 years (for residential districts),
3. Agreement to impose the Aurora Regional Improvements (ARI) mill levy.

The Aerotropolis Area Coordinating Metropolitan District First Amended and Restated Service Plan and authorization of the execution of an Intergovernmental Agreement were approved by City Council in 2017. The Service Plan that was previously approved had several deviations from the model service plan adopted by the City.

This item was presented to Management Finance Committee on January 25, 2022 and received a recommendation to move forward to Study Session.

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

A Second Amended and Restated Service Plan for the Aerotropolis Area Coordinating Metropolitan District is being proposed. The district, along with along with The Aurora Highlands Metropolitan Districts Nos. 1-5, First Creek Ranch Metropolitan District (tbka The Aurora Highlands Metropolitan District No. 6) and ATEC Metropolitan Districts Nos. 1 and 2, will serve The Aurora Highlands and the Aerotropolis Technology and Energy Corridor. The districts are located generally East and West of E-470, and South of 48th Avenue.

The districts will serve a combined total of 41,823 residents and will include single family attached and detached residential uses, high density multifamily uses, mixed uses, and commercial and industrial uses.

The proposed service plans deviate from the City's model and incorporate the same modifications as found in the previously approved service plans for the existing districts. The deviations being requested are:

- Imposition of 5 mills for regional improvements starting year 1 and language regarding such as related to the ARTA mill levy;
- Inclusion of the Community Authority Board Establishment Agreement;
- Maximum Debt Mill Levy Imposition Term increase to 50 years;
- Clarifications to the Service Area, Annexation requirements and date for compliance to City's recently adopted model service plan

The process for City Council to consider approval of this modification of the model service plan is by Ordinance instead of Resolution as with other service plan modifications. The ARI mill levy provisions are very specifically identified in City Code, therefore, changes to the mill levy to be imposed must be established by Ordinance.

QUESTIONS FOR COUNCIL

Does Council wish to move this item forward to the next Regular City Council Agenda for formal action?

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).

Section 122-30(21) further requires that the special district enter into a written agreement with the City. The proposed Intergovernmental Agreement satisfies the requirements set forth therein. As the proposed Agreement is with another governmental entity, a resolution is required to authorize its execution. (City Charter Section 10-12.)

All legislative enactments must be in the form of ordinances pursuant to Section 5-1 of the Charter of the City of Aurora, Colorado and City Council Rule F.1 provides that an ordinance remains in effect until otherwise rescinded or amended by the City Council.

(Rulla)

PUBLIC FINANCIAL IMPACT

☒ YES ☐ NO

If yes, explain: Approval of this district will allow the cost of providing district infrastructure and certain operating costs to be passed on to the district property owners via metropolitan district taxes and fees. The debt service will be paid by Metropolitan district property taxes.

PRIVATE FISCAL IMPACT

☐ Not Applicable ☒ Significant ☐ Nominal

If Significant or Nominal, explain: Approval of this district will provide a mechanism for developers to finance infrastructure for new development and redevelopment by recovering the associated cost through metropolitan district taxes and fees.



January 19, 2022

VIA EMAIL

Ms. Cesarina Dancy
Project Manager
City of Aurora
Office of Development Assistance
15151 E. Alameda Pkwy., Suite 5200
Aurora, CO 80012-1553

Re: Transmittal of the Second Amended and Restated Service Plan for Aerotropolis Area Coordinating Metropolitan District (the "**AACMD Second Amended and Restated Service Plan**"), the Amended and Restated Service Plan for ATEC Metropolitan District Nos. 1 and 2 (the "**ATEC 1 and 2 Amended and Restated Service Plan**"), and the Consolidated Second Amended and Restated Service Plan for The Aurora Highlands Metropolitan District Nos. 1-5 and First Creek Ranch Metropolitan District (to be known as The Aurora Highlands Metropolitan District No. 6) (the "**Consolidated Second Amended and Restated Service Plan for TAH MDs 1-6**") and collectively all of the Service Plans previously listed will be referred to as the "**Service Plans**").

Dear Ms. Dancy:

Please be advised as follows relative to the attached Service Plans:

1. The names of the existing districts are the Aerotropolis Area Coordinating Metropolitan District ("**AACMD**"), ATEC Metropolitan District No. 1, ATEC Metropolitan District No. 2 ("**ATEC MD 1 and 2**"), The Aurora Highlands Metropolitan District No. 1, The Aurora Highlands Metropolitan District No. 2, and The Aurora Highlands Metropolitan District No. 3 ("**TAH MD 1-3**"), and the First Creek Ranch Metropolitan District, to be known as The Aurora Highlands Metropolitan District No. 6 ("**TAH MD 6**") and collectively AACMD, ATEC MD 1 and 2, TAH MD 1-3 and TAH MD 6 will be referred to as the "**Existing Districts**"). The names of the to be organized districts are The Aurora Highlands Metropolitan District No. 4 and The Aurora Highlands Metropolitan District No. 5 ("**TAH MD 4 and 5**" or "**Organizing Districts**").

2. Contact information for Existing Districts is:

{00931223.DOCX v:5 }

AACMD, ATEC MD 1 and 2
and TAH 6 Counsel:

McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203
Phone: (303) 592-4380
Fax: (303) 592-4385
Attn: MaryAnn McGeady and Elisabeth
Cortese
Email: mmcgeady@specialdistrictlaw.com
ecortese@specialdistrictlaw.com

TAH MDs 1-3 Counsel

Cockrel Ela Glesne Greher & Ruhland, P.C.
390 Union Blvd Suite 400
Lakewood, Colorado 80228
Phone: (303) 218-7200
Attn: Matthew Ruhland
Email: mrughland@cegrlaw.com

Petitioners for the Existing
Districts:

The Board of Directors of each Districts

Contact information for the
Organizing Districts:

Fairfield and Woods
1801 California Street, Suite 2600
Denver, Colorado 80202-4385
Phone (303) 894-4411
Attn: Rita Connerly
Email: rconnerly@fwlaw.com

Petitioner/Owner/Developer
for the Organizing Districts:

The Aurora Highlands, LLC
Attn: Carlo Ferreira
6550 South Pecos Road, Suite 124
Las Vegas, NV 89120
Phone: (702) 349-4777
Email: carlo@cgfmgmt.com

3. The Service Plans are based on the previously approved Service Plans for the Existing Districts (which approved Service Plans, other than the First Creek Ranch Metropolitan District Service Plan, will be referred to as the “**Existing Service Plans**”), with modifications to clarify the provisions related to the Districts’ Service Area and Inclusion Area and incorporate certain of the changes included in the most recent Aurora Multiple District Multiple Service Plan Model (“**Model Service Plan**”). Attached are the Service Plans.

4. The development area includes The Aurora Highlands and the Aerotropolis Technology and Energy Corridor and will include single family attached and detached residential uses, high density multifamily uses, mixed uses, commercial and industrial uses.

5. Status of Aurora development review process on development plans: Varies depending upon the location within the development.

6. The Districts are necessary for the financing and development of the public improvements needs (“**Public Improvements**”) for the use and benefit of all anticipated property owners, inhabitants and taxpayers of the Districts, as well as certain regional improvements needs (“**Regional Improvements**”) to which the Districts contribute in association with the Aerotropolis Regional Transportation Authority (the “**ARTA**”). The Service Plans contemplate intergovernmental agreements between the Districts and with other local governments with respect to the financing, construction and operation of the Public Improvements and Regional Improvements contemplated therein.

7. The Existing Service Plans contained the following deviations when previously approved.

(a) ARI Mill Levy Deviation. At the time of approval by the City of the Existing Service Plans, the City, Adams County and AACMD were working together to organize the Aerotropolis Regional Transportation Authority (“**ARTA**”). ARTA’s boundaries overlap all of the Inclusion Area for the Existing Districts (and the Organizing Districts, as they share the same Inclusion Area). The intent of the City, Adams County and AACMD was to assure that five (5) mills, as Adjusted, would be available from the Inclusion Area property tax base, to support the financing of the regional improvements that were the responsibility of ARTA to construct. To that end, the Model Service Plan language regarding the ARI Mill Levy was modified to reflect the anticipated organization of ARTA, to allow for a five (5) mill, as Adjusted, ARI Mill Levy, that would be reduced by any ARTA mill levy (so it would be clear the intent was not to add on to the ARTA Mill Levy).

(b) Maximum Debt Mill Levy Imposition Term Deviation. In addition to the focus on regional improvement financing ARTA projects by ARTA, at the time of approval of the Existing Service Plans, there was also focus on the cost sharing of the ARTA projects to be funded by the Districts and the amount of spine and in-tract improvements that would need to be financed, all to support the future development in the Inclusion Area. The extension of the Maximum Debt Mill Levy Imposition Term from forty (40) years to fifty (50) years was approved in recognition of the critical need for the additional revenue that would result to support the funding of the public improvements required for the development to be successful over time.

8. The following is a summary of the deviations in the proposed Service Plans from the Model Service Plan:

(a) ARI Mill Levy and Related Provisions. All of the Inclusion Areas of the Districts continue to overlap the Aerotropolis Regional Transportation Authority (“**ARTA**”) that imposes 5 mills for regional transportation improvements (“**ARTA Mill Levy**”). ARTA has issued Bonds that rely on, in part, on the ARTA Mill Levy as a source of revenue for payment of the ARTA Bonds.

(i) Sections of the Service Plans related to the ARI Mill Levy have been modified as needed to set the ARI Mill Levy at 5 mills as adjusted and to provide a credit against the ARTA Mill Levy, when imposed. Please note, the previously approved Service Plans

for the Districts set the ARI Mill Levy at 5 mills and the revised language is intended to clarify the imposition by the Districts and the collection by ARTA regarding same.

(ii) These Sections have also been modified to include reference to the ARTA Establishment Agreement and the current ARI Mill Levy IGAs that govern the imposition, collection and transfer of the ARI Mill Levy revenues (after any ARTA Mill Levy credit) to ARTA for funding the ARTA Regional Improvements and to conform language changes related thereto previously processed through a 45 day notice and now being incorporated into the Service Plans for easier reference. It anticipated that the Organizing Districts will enter into ARI Mill Levy IGAs with ARTA after organization.

(b) Community Authority Board Establishment Agreement. The Model Service Plan (and prior Model Service Plans) include the reference to the Districts entering into intergovernmental agreements that govern the relationships between and among the Districts. Pursuant to this language and the statutory and Constitutional provisions that govern these types of intergovernmental agreements, the Existing Districts have entered into the Community Authority Board Establishment Agreement (the “CABEA”) and are all members of The Aurora Highlands Community Authority Board (the “TAH CAB”). It is anticipated that the Organizing Districts will become members of the TAH CAB as soon as they are organized.

(i) References to the CABEA and the TAH CAB have been added to the Service Plans for clarity as to the status of the intergovernmental agreement between and among the Existing Districts and anticipated to be entered into by the Organizing Districts.

(c) Clarification on Date for Compliance with new Model Service Plan Requirements.

(i) Where new Model Service Plan requirements added new compliance requirements, we have added language requiring compliance as of the date of approval of the Service Plans, as these provisions were not in the Service Plans prior to that approval date.

(d) Clarification as to the Service Area.

(i) The Model Plan allows for inclusions of property outside the Inclusion Area with the consent of the City. Language has been added to clarify that any inclusion processed with the consent of the City (required if property is outside the Inclusion Area or upon a petition by less than 100% of the property owners of the property to be included), then that included property is within the Service Area for purposes of the Service Plans.

(e) Clarification as to Annexation Requirement.

(i) There are portions of the Inclusion Area that are not yet annexed to the City. Language has been added to require annexation of any property that is not in the City’s boundaries prior to inclusion in a District.

January 17, 2022

9. The Debt Limit reported in Sections V(A)(10) (Total Debt Issuance Limitation) and VII(A) (Financial Plan – General) does not include any debt associated with regional improvements as described in the last sentence of Section VI(C).

10. Please be advised of the following financial data relative to the Service Plans:

Name of the Metro District	Public Improvements	Debt Limit	Debt Limit includes ARI? No	ARI Debt Limit	Total Debt Capacity	Organizing and Operating Reimbursement	1 st Year Operating & Maintenance
(Location in Service Plan)	V.B	V.A.10	From transmittal letter	VI.C	Calculate	VII.I	VII.I
Aerotropolis Area Coordinating Metropolitan District	\$8,000,000,000	\$8,000,000,000	No	\$8,000,000,000	\$8,000,000,000	\$1,000,000	\$1,640,000
ATEC Metropolitan District No. 1	\$4,000,000,000	\$4,000,000,000	No	\$4,000,000,000	\$8,000,000,000	\$1,000,000	\$1,640,000
ATEC Metropolitan District No. 1	\$4,000,000,000	\$4,000,000,000	No	\$4,000,000,000	\$8,000,000,000	\$1,000,000	\$1,640,000
The Aurora Highlands Metropolitan District No. 1	\$4,000,000,000	\$4,000,000,000	No	\$4,000,000,000	\$8,000,000,000	\$1,000,000	\$1,000,000
The Aurora Highlands Metropolitan District No. 2	\$4,000,000,000	\$4,000,000,000	Yes	\$4,000,000,000	\$4,000,000,000	\$1,000,000	\$1,640,000
The Aurora Highlands Metropolitan District No. 3	\$4,000,000,000	\$4,000,000,000	Yes	\$4,000,000,000	\$4,000,000,000	\$1,000,000	\$1,640,000
The Aurora Highlands Metropolitan District No. 4	\$4,000,000,000	\$4,000,000,000	Yes	\$4,000,000,000	\$4,000,000,000	\$1,000,000	\$1,640,000
The Aurora Highlands Metropolitan	\$4,000,000,000	\$4,000,000,000	Yes	\$4,000,000,000	\$4,000,000,000	\$1,000,000	\$1,640,000

January 17, 2022

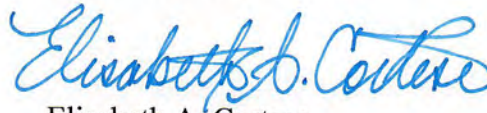
District No. 5							
The Aurora Highlands Metropolitan District No. 6	\$4,000,000,000	\$4,000,000,000	Yes	\$4,000,000,000	\$4,000,000,000	\$1,000,000	\$1,640,000

The application fee was sent via hand delivery to the City under separate cover.

Should you have any questions or need any further information to process the Service Plans, please do not hesitate to contact me.

Very truly yours,

MCGEADY BECHER P.C.



Elisabeth A. Cortese

Enclosures

c: Rita Connerly, Fairfield and Woods (via email)
Matt Ruhland, Cockrel Ela Glesne Greher & Ruhland, P.C. (via email)

**SECOND AMENDED AND RESTATED SERVICE PLAN
FOR
AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT**

CITY OF AURORA, COLORADO

PREPARED

BY

McGeady Becher P.C.
450 East 17th Avenue, Suite 400
Denver, Colorado 80203

SUBMITTED ON: January 19, 2022
RE-SUBMITTED ON: January 21, 2022 and January 28, 2022

APPROVED ON: _____

Initials: _____

TABLE OF CONTENTS

I.	INTRODUCTION.....	1
A.	Purpose and Intent.....	1
B.	Need for the District.....	1
C.	Objective of the City Regarding District’s Second Amended and Restated Service Plan.	1
II.	DEFINITIONS	2
III.	BOUNDARIES.....	6
IV.	PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION	7
V.	DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES	7
A.	Powers of the District and Service Plan Amendment.	7
1.	Operations and Maintenance Limitation.....	7
2.	Fire Protection Limitation.....	8
3.	Television Relay and Translation Limitation	8
4.	Golf Course Construction Limitation	8
5.	Construction Standards Limitation	8
6.	Privately Placed Debt Limitation.....	8
7.	Inclusion Limitation.....	9
8.	Overlap Limitation.....	9
9.	Initial Debt Limitation	9
10.	Total Debt Issuance Limitation.....	9
11.	Fee Limitation.....	10
12.	Monies from Other Governmental Sources	10
13.	Consolidation Limitation	10

14.	Bankruptcy Limitation	10
15.	Website.	10
16.	Service Plan Amendment Requirement	11
B.	Preliminary Engineering Survey.....	11
C.	Multiple District Structure.	11
VI.	REGIONAL IMPROVEMENTS	12
VII.	FINANCIAL PLAN	13
A.	General.....	13
B.	Maximum Voted Interest Rate and Maximum Underwriting Discount.	13
C.	Maximum Debt Mill Levy.....	13
D.	Maximum Debt Mill Levy Imposition Term.	14
E.	Debt Repayment Sources.....	14
F.	Debt Instrument Disclosure Requirement.....	15
G.	Security for Debt.....	15
H.	TABOR Compliance.....	15
I.	District’s Operating Costs.....	15
J.	Agreed Upon Procedures Examination.....	16
VIII.	ANNUAL REPORT.....	16
A.	General.....	16
B.	Reporting of Significant Events.....	16
IX.	DISSOLUTION.....	17
X.	DISCLOSURE TO PURCHASERS.....	17
XI.	INTERGOVERNMENTAL AGREEMENT.....	18
XII.	CONCLUSION	18

LIST OF EXHIBITS

EXHIBIT A	District's Initial Boundaries Legal Description
EXHIBIT B	Aurora Vicinity Map
EXHIBIT C-1	Initial District Boundary Map
EXHIBIT C-2	Inclusion Area Boundary Map
EXHIBIT D	Notice of Special District Disclosure
EXHIBIT E	Amended and Restated Intergovernmental Agreement between the District and Aurora

I. INTRODUCTION

A. Purpose and Intent.

On August 6, 2004, the City of Aurora (“**City**”) approved the Service Plan (“**Original Service Plan**”) for the Green Valley Ranch East Metropolitan District No. 1 (the “**District**”). The District was organized on December 7, 2004. The District has changed its name to “Aerotropolis Area Coordinating Metropolitan District” with the District Court. On October 16, 2017, the City approved the First Amended and Restated Service Plan (“**Amended Service Plan**”) for the District, which modified, replaced, restated, and superseded the Original Service Plan in its entirety. This Second Amended and Restated Service Plan for Aerotropolis Area Coordinating Metropolitan District (the “**Second Amended and Restated Service Plan**”) is intended to clarify the District’s Inclusion Area Boundaries and Service Area and to comply with the City’s current model service plan, as applicable.

The Amended Service Plan shall be in full force and effect at all times prior to the City’s approval of a Second Amended and Restated Service Plan. Upon approval by the City of this Second Amended and Restated Service Plan, this Second Amended and Restated Service Plan is intended to modify, replace, restate and supersede the Amended Service Plan in its entirety.

The District shall not be authorized to incur any indebtedness under this Second Amended and Restated Service Plan until such time as the District has approved its intergovernmental agreement as provided in Section XI below.

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 Amended 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 Amended 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 the Public Improvements.

The District is not being created to provide ongoing operations and maintenance services other than as specifically set forth in this Second Amended and Restated 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 Second Amended and Restated Service Plan.

The City's objective in approving the Second Amended and Restated 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 and from other legally available revenue. 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.

This Second Amended and Restated 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; 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; and from any other legally available revenues. 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 costs 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 Amended Service Plan also provides for the District 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 Amended Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Agreed Upon Procedures Engagement: means an attesting engagement in which a certified public accountant performs specific procedures on subject matter and reports the

findings without providing an opinion or conclusion. The subject matter may be financial or non-financial information. Because the needs of an engaging party vary, the nature, timing, and extent of the procedures may vary, as well.

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 Master Plan: means one or more capital improvement plans established pursuant to the ARTA Establishment Agreement or by one or more intergovernmental agreements between the District and the City, establishing Regional Improvements which will benefit the taxpayers and service users of the Districts.

ARI Mill Levy: 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 shall be five (5) mills, plus Mill Levy Adjustment, minus any ARTA Mill Levy, 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, as set forth in the Regional Intergovernmental Improvements Agreement, including but not limited to the ARI Mill Levy Agreements.

ARI Mill Levy IGA(s): means the Intergovernmental Agreement Regarding Imposition, Collection and Transfer of ARI Mill Levies entered into by and among the District, TAH MD Nos. 1, 2, and 3, and ARTA dated October 12, 2021, and the Intergovernmental Agreement Regarding Imposition, Collection and Transfer of ARI Mill Levies entered into by and among the District, ATEC MD No. 1, ATEC MD No. 2, and ARTA dated October 12, 2021, as both may be amended from time to time.

ARTA: means the Aerotropolis Regional Transportation Authority.

ARTA Establishment Agreement: means the intergovernmental agreement entered into between the City of Aurora, Aerotropolis Area Coordinating Metropolitan District, and Adams County on February 27, 2018 for the purpose of establishing the ARTA, as certified by the Director of the Division of Local Governments of the Department of Local Affairs of the State of Colorado on April 11, 2018, and as supplemented by that First Supplement, as the same may be amended from time to time, in order to fund certain Regional Improvements.

ARTA Mill Levy: means the total mill levy to be imposed by the ARTA to fund the costs of overhead and administration of the ARTA and the capital costs and repayment of debt to be incurred by the ARTA for certain Regional Improvements in accordance with the ARTA Establishment Agreement.

ATEC MD No. 1: means the ATEC Metropolitan District No. 1

ATEC MD No. 2: means the ATEC Metropolitan District No. 2

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.

CABEA: means the First Amended and Restated Establishment Agreement between and among Aerotropolis Area Coordinating Metropolitan District, The Aurora Highlands Metropolitan District No. 1, The Aurora Highlands Metropolitan District No. 2, The Aurora Highlands Metropolitan District No. 3, ATEC MD No. 1, and ATEC MD No. 2, on April 16, 2020, which amended and restated the original establishment agreement dated November 21, 2019, for the purpose of establishing The Aurora Highlands Community Authority Board, as the same may be amended from time to time, and into which District No. 4, District No. 5, and First Creek Ranch Metropolitan District (to be known as The Aurora Highlands Metropolitan District No. 6) are anticipated to enter.

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.

C.R.S.: means the Colorado Revised Statutes, as the same may be amended from time to time.

District: means the Aerotropolis Area Coordinating Metropolitan District.

Districts: means the Aerotropolis Area Coordinating Metropolitan District, The Aurora Highlands Metropolitan District Nos. 1, 2, 3, 4, 5, First Creek Ranch Metropolitan District (to be known as The Aurora Highlands Metropolitan District No. 6), ATEC Metropolitan District No. 1 and ATEC Metropolitan District No. 2, 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.

First Creek Ranch Metropolitan District: means the First Creek Ranch Metropolitan District (to be known as The Aurora Highlands Metropolitan District No. 6).

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.

Initial District Boundaries: means the boundaries of the Districts as of the date of submittal of this Second Amended and Restated Service Plan as described in the Initial District Boundary Map.

Initial District Boundary Map: means the map attached hereto as **Exhibit C-1**, describing the District's initial 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.

Mill Levy Adjustment: means 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 limitations or mill levy imposition amounts set forth in this Amended Service Plan 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.

Operations and Maintenance Mill Levy(ies): means the mill levy the District imposes for payment of administration, operations, and maintenance costs.

Project: means the development or property commonly referred to as The Aurora Highlands in conjunction with the Aerotropolis Technology and Energy Corridor.

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 one or more of the Districts.

Regional Improvements: means Public Improvements and facilities that benefit the Service Area and which are to be financed pursuant to Section VI below.

Regional Intergovernmental Improvements Agreement: means one or more intergovernmental agreements between the District and the City.

Second Amended and Restated Service Plan: means this Second Amended and Restated Service Plan for the District approved by the City Council.

Service Area: means the property within the Initial District Boundary Map and the Inclusion Area Boundary Map and any inclusions processed pursuant to Section V.A.7 below.

Service Plan Amendment: means an amendment to this Second Amended and Restated 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.

TAH CAB: means The Aurora Highlands Community Authority Board.

TAH Metropolitan District Nos. 1-6: means The Aurora Highlands Metropolitan District Nos. 1, 2, 3, 4, 5, and First Creek Ranch Metropolitan District (to be known as The Aurora Highlands Metropolitan District No. 6).

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately 1,000 acres and the total area proposed to be included in the Inclusion Area Boundaries is approximately 3,855 acres. A legal description of the Initial District Boundaries is attached hereto as **Exhibit A**. A vicinity map is attached hereto as **Exhibit B**. A map of the Initial District Boundaries is attached hereto as **Exhibit C-1**, and a map of the Inclusion Area Boundaries is attached hereto as **Exhibit C-2**. The Inclusion Area Boundaries include portions of unincorporated property in Adams County, however, no inclusion can be processed of any of the property in that area until it has been annexed to the City and the City has provided prior written consent to such inclusion. 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 the Initial District Boundaries and the Inclusion Area Boundaries, as well as any inclusions processed pursuant to Article V.A.7 below. The current assessed valuation of the Service Area is \$0.00 for purposes of this Second Amended and Restated Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The population of the Districts at build-out is estimated to be approximately Forty-One Thousand, Eight Hundred and Twenty-Three (41,823) people.

Approval of this Second Amended and Restated 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 Second Amended and Restated 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 Districts shall not violate any protection clauses of the United States or Colorado State Constitutions. The Districts 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, subsequent to the City's approval of this Second Amended and Restated Service Plan, shall insert the foregoing provision in contracts or subcontracts let by the Districts to accomplish the purposes of this Second Amended and Restated Service Plan.

1. **Operations and Maintenance Limitation.** The purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The District shall dedicate the Public Improvements to the City or other appropriate jurisdiction or owners 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 District 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 Fees imposed by the District 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 District. However, the District 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 residents of the Districts. All such Fees shall be based upon the District's 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 District shall be open to the general public and Non-District Aurora residents, subject to the rules and regulations of the District as adopted from time to time. Trails that 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, and subsequent to the City's approval of this Second Amended and Restated Service Plan, 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. 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 Second Amended and Restated 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. Prior written consent of the City shall be required prior to:

(a) Inclusion of property that was not annexed to the City as of the date of the City's approval of this Second Amended and Restated Service Plan;

(b) Inclusion of property that is outside the boundaries of the Service Area; and

(c) Inclusion of property based upon a petition of the fee owner or owners of less than 100 percent of such property.

Any and all property included within the District's boundaries shall be deemed to be included within the Service Area.

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, without the prior written consent of the City, 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, without the written consent of the City: (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 Eight Billion Dollars (\$8,000,000,000).

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 District.

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 The Aurora Highlands Metropolitan District Nos. 1, 2, 3, 4, 5, First Creek Ranch Metropolitan District (to be known as The Aurora Highlands Metropolitan District No. 6), ATEC MD No. 1 or ATEC MD No. 2.

14. Bankruptcy Limitation. All of the limitations contained in this Second Amended and Restated 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 Second Amended and Restated 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 Second Amended and Restated 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. Website. When the District is required to have a website in accordance with the requirements of C.R.S. Section 32-1- 104.5, the District shall establish, maintain and annually update a public website or provide information on a shared community website, on

which the District will timely post all information and documents required by C.R.S. § 32-1-104.5.

16. Service Plan Amendment Requirement . This Second Amended and Restated 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 Sections V.A.1-15 above or in VII.B-G. shall be deemed to be material modifications to this Second Amended and Restated 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 Eight Billion Dollars (\$8,000,000,000).

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, together with the TAH CAB, will undertake the financing and construction of the improvements contemplated herein. Specifically, the Districts with the TAH CAB shall enter into one or more Intergovernmental Cost Sharing and Recovery 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 Districts, with the TAH CAB, will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements. All such agreements will be designed to help assure the orderly development of the Public Improvements and essential services in accordance with the requirements of this Second Amended and Restated Service Plan. Implementation of such intergovernmental agreement(s) is essential to the orderly implementation of this Second Amended and Restated Service Plan. Accordingly, any determination of any Board to set aside said intergovernmental agreement(s) without the consent of all of the Districts shall be a material modification of the Second Amended and Restated Service Plan. Said intergovernmental agreement(s) may be amended by

mutual agreement of the Districts without the need to amend this Second Amended and Restated Service Plan.

The Districts shall be authorized to enter into agreements which shall govern the relationships between and among the Districts, additional Title 32 districts, and other governments with respect to the financing, construction and operation of the improvements contemplated herein.

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 the District entering into the ARTA Establishment Agreement the Regional Intergovernmental Improvements Agreement, and/or the ARI Mill Levy IGA described below.

In that regard, the District, the City, and Adams County entered into the ARTA Establishment Agreement to form the ARTA on February 27, 2018, as supplemented by that First Supplement to the Establishment Agreement.

The District shall impose and convey the ARI Mill Levy in accordance with the ARI Mill Levy IGA, as the same may be amended from time to time, as follows:

A. Beginning in 2021, for collection in 2022 and continuing each year thereafter until the ARTA Establishment Agreement is terminated on its terms, the District will impose an ARI Mill Levy equal to five (5) mills, plus any applicable Mill Levy Adjustment, minus any ARTA Mill Levy, on all property within its boundaries, as such boundaries may be amended from time to time by the inclusion of property, and transfer the revenues derived therefrom to ARTA within the time frame provided in the ARI Mill Levy IGA, as it may be amended from time to time, for use by ARTA in ARTA's discretion as all other legally available revenues of ARTA.

B. Unless the City agreed/agrees otherwise in writing, the Regional Improvements shall be limited to the costs of overhead and administration of the ARTA and the capital costs and repayment of debt to be incurred by the ARTA, for the planning, design, permitting, financing, construction, acquisition, installation, relocation, and/or redevelopment of improvements set forth in the ARTA Establishment Agreement, as amended from time to time (as defined in the Special District Act) incurred as a result of the participation in the ARTA Establishment Agreement. 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.

C. The District shall cease to be obligated to impose, collect and convey 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 District shall have the authority to issue Debt for the Regional Improvements, in an amount not to exceed Eight Billion Dollars (\$8,000,000,000) pursuant to agreements as described in VI.A, B, or C above. Such limit is not subject to the Total Debt Issuance Limitation described in section VII below.

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 the 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 Eight Billion Dollars (\$8,000,000,000) and shall be permitted to be issued on a schedule and in such year or years as the District determines 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 Second Amended and Restated 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, subject to the Mill Levy Adjustment.

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.

The Maximum Debt Mill Levy shall not apply to the District's Operations and Maintenance Mill Levy.

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 fifty (50) 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 Second Amended and Restated 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 Second Amended and Restated 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 Second Amended and Restated Service Plan. Approval of this Second Amended and Restated 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 Second Amended and Restated 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, except as approved by written consent of the City.

I. District's Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations, in conjunction with the Districts, are anticipated to be One Million Dollars (\$1,000,000) which will be eligible for reimbursement 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 first year's operating budget of the District, in conjunction with the Districts, is estimated to be One Million Six Hundred Forty Thousand Dollars (\$1,640,000) which is anticipated to be 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 Operations and Maintenance Mill Levy as necessary for provision of operation and maintenance services to its taxpayers and service users.

J. Agreed Upon Procedures Examination.

For districts with property within their boundaries developed with any residential uses, at such time that a majority of Board of Directors of the District are residents of the district, the district is encouraged to engage the services of a certified public accountant for an Agreed Upon Procedures Engagement. The Board of Directors, in its discretion, will set the scope and the procedures for the engagement.

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. The annual report shall include all information required pursuant to the Special District Act.

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. Intergovernmental Agreements with other governmental entities, either entered into or proposed as of December 31 of the prior year. 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 final assessed valuation of the District as of December 31 of the reporting 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

1. The District will use reasonable efforts and due diligence to cause each developer and home builder to provide written notice of disclosure to all initial purchasers of property in the District that describes the general purpose of the district and financial impact on each residential property at the time of entering into the purchase contract. 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. The form of notice shall be substantially in the form of **Exhibit E** attached hereto; provided that such notice may be modified by the District so long as a new notice is submitted to and approved by the City prior to using such modified notice. Any modified notice will be expected to provide the following information:

- a. General description and purpose(s) of the District.
- b. Contact information for the District.
- c. Website address for the District (once established per Section V.A.15).
- d. District boundary map showing all lots within the District.
- e. The Maximum Debt Mill Levy that may be imposed on the residential property for each year the District is in existence and a calculation of the associated taxes that the homeowner will pay.
- f. List of all other taxing entities within the District boundaries and their current mill levies and associated taxes.
- g. The District's Total Debt Issuance Limitation and a description of the Public Improvements that the District Debt is being issued to pay for.
- h. The Maximum Debt Mill Levy Imposition Term, providing an understanding of the duration for which the property will be taxed to pay off Debt.
- i. A description of what the Operations and Maintenance Mill Levy is, pays for, and the duration that the property will be taxed to pay for the eligible Operations and Maintenance Mill Levy expenses.
- j. Any and all Fees currently imposed on each residential property for each year the District is in existence.
- k. Any additional information required by the Colorado Revised Statutes, including without limitation C.R.S. § 38-35.7-110, as amended from time to time.

The District will use reasonable efforts and due diligence to cause each developer and home builder to require that each home buyer is asked to acknowledge receipt of such notice of disclosure at the time of entering into the purchase contract.

2. To ensure that potential residential buyers are educated about the District, the District will provide the information identified in Section X.2 above to the developer or home builders for prominent display at all sales offices, and by inspecting the sales offices within the District Boundaries on a quarterly basis to assure the information provided is accurate and prominently displayed.

3. The District shall provide annual notice to all eligible electors of the District, in accordance with Section 32-1-809, C.R.S. In addition, the District shall record a District public disclosure document and a map of the District boundaries with the Clerk and Recorder of each County in which District property is located, in accordance with Section 32-1-104.8, C.R.S. The District shall use reasonable efforts to ensure that copies of the annual notice, public disclosure document and map of the District boundaries are provided to potential purchasers of real property within the District as part of the seller's required property disclosures.

4. All special and regular District meetings shall be open to the public and shall be held at a location within the District boundaries, or virtually with participation via teleconference, webcast, video conference or other technological means. If a Board meeting is held virtually, the District shall provide information on the District website accessible to all residents on how to access and participate in the virtual meeting. If the District utilizes email to communicate with residents, the District shall also send notification of the virtual meeting by email. The District shall provide notification via the District website and, if applicable, email, at least ten (10) days prior to the virtual Board meeting. If the Board schedules a virtual special meeting that will be convened in fewer than ten (10) days, the District shall provide notification via the District website and, if applicable, email, as soon as possible after scheduling the special meeting.

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 E**. The District shall approve the intergovernmental agreement in the form attached as **Exhibit E** at its first Board meeting after the City's approval of this Second Amended and Restated Service Plan. 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 E** at the public hearing approving the Second Amended and Restated Service Plan.

XII. CONCLUSION

It is submitted that this Second Amended and Restated 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

District's Initial Boundaries Legal Description

LEGAL DESCRIPTION

AACMD -

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 29, 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 SOUTHEAST CORNER OF SAID SECTION 29;

THENCE ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, NORTH 00°17'18" WEST A DISTANCE OF 30.00 FEET TO THE NORTHERLY RIGHT-OF-WAY OF EAST 26TH AVENUE AS DESCRIBED IN ROAD PETITION NO. 622 RECORDED IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF ADAMS, SAID STATE AND A LINE PARALLEL WITH AND DISTANT 30.00 FEET NORTHERLY TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY AND SAID PARALLEL LINE, SOUTH 89°35'36" WEST, A DISTANCE OF 150.00 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY AND SAID PARALLEL LINE, SOUTH 89°35'36" WEST, A DISTANCE OF 208.71 FEET TO A LINE PARALLEL WITH AND DISTANT 358.71 FEET WESTERLY TO THE EAST LINE OF SAID SOUTHEAST QUARTER;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY ALONG SAID LAST DESCRIBED PARALLEL LINE, NORTH 00°17'18" WEST, A DISTANCE OF 208.71 FEET TO A LINE PARALLEL WITH AND DISTANT 238.71 FEET NORTHERLY TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER;

THENCE ALONG SAID LAST DESCRIBED PARALLEL LINE, NORTH 89°35'36" EAST, A DISTANCE OF 208.71 FEET TO A LINE PARALLEL WITH AND DISTANT 150.00 FEET WESTERLY TO THE EAST LINE OF SAID SOUTHEAST QUARTER;

THENCE ALONG SAID LAST DESCRIBED PARALLEL LINE, SOUTH 00°17'18" EAST, A DISTANCE OF 208.71 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 1.000 ACRES, (43,560 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

DANIEL E. DAVIS, PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122



EXHIBIT B

Aurora Vicinity Map

Aurora Vicinity Map

(Boundaries not to scale, for informational purposes only)

EAST 56TH AVE.

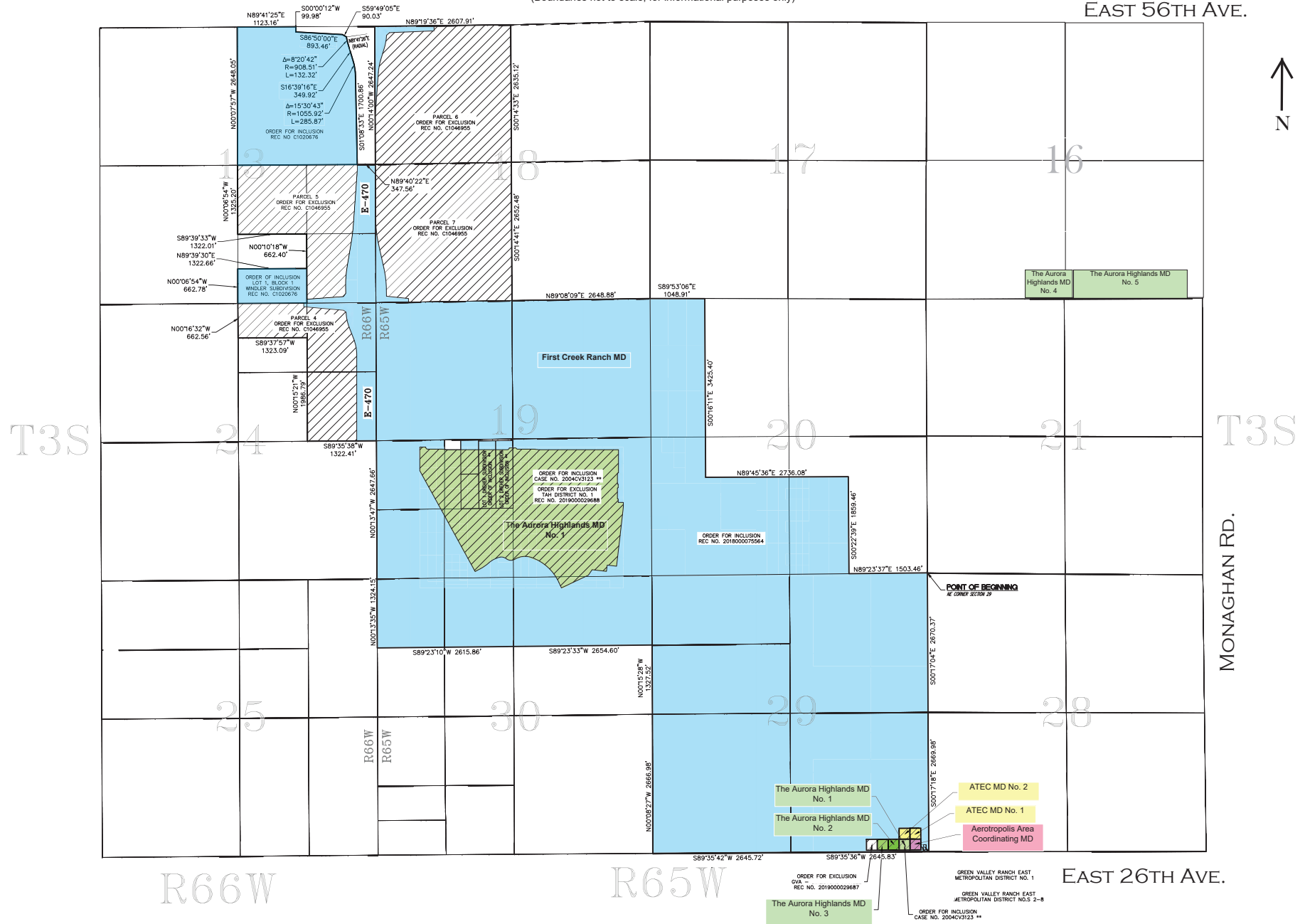
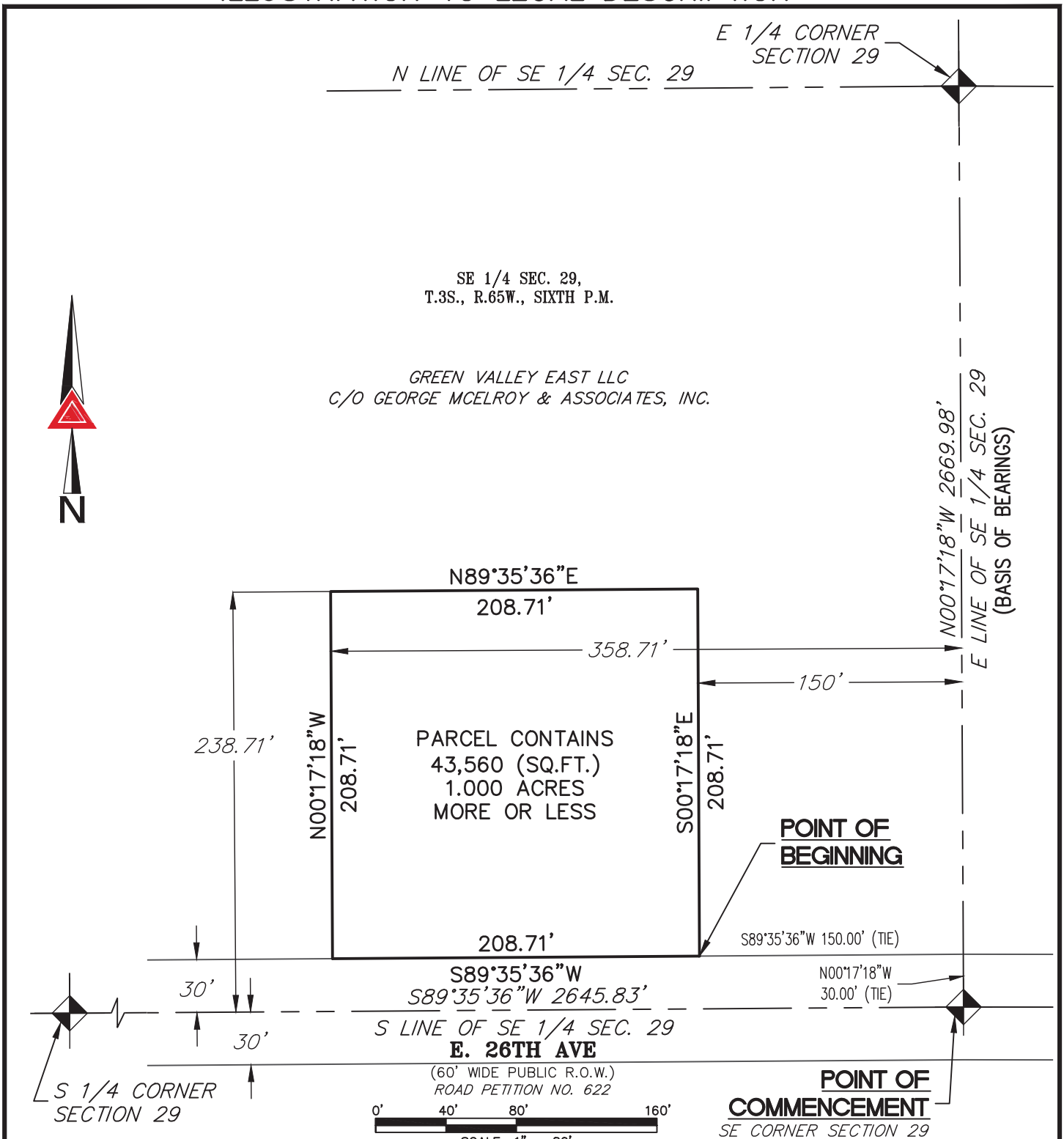


EXHIBIT C-1

District's Initial Boundary Map

ILLUSTRATION TO LEGAL DESCRIPTION



PATH: Q:132418-02\DWG\EXHIBITS\
DWG NAME: (AACMD)
DWG: DED CHK: JRW
DATE: 3/22/2019
SCALE: 1" = 80'



AZTEC
CONSULTANTS, INC.

300 East Mineral Ave,
Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

EXHIBIT

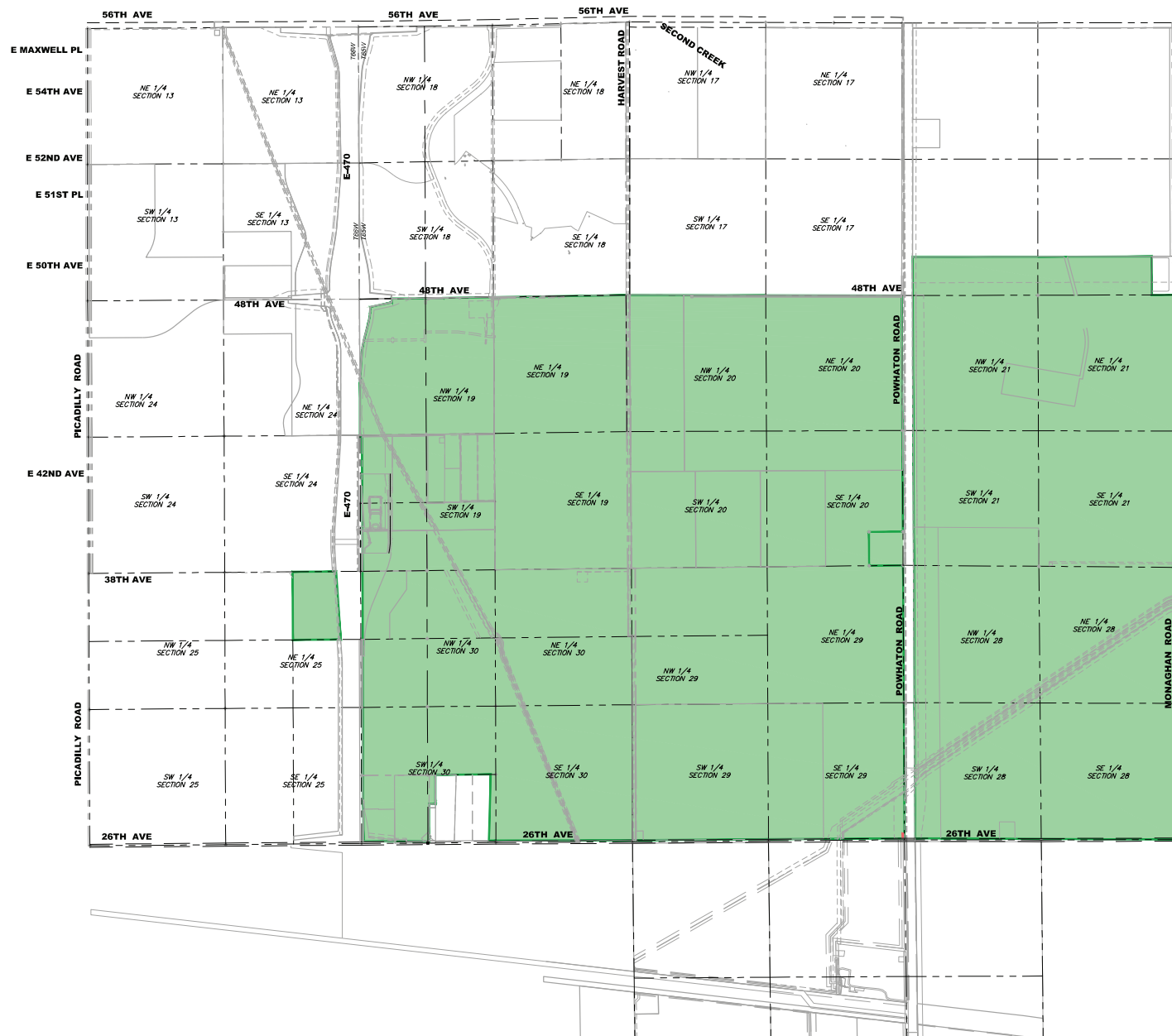
SE 1/4 SEC. 29, T3S, R65W, 6TH P.M.
ADAMS COUNTY, COLORADO

JOB NUMBER 136618-02

2 OF 2 SHEETS

EXHIBIT C-2

Inclusion Area Boundary Map



 FUTURE INCLUSION AREA ~ 3,855 ac



HRCgreen.com

FUTURE INCLUSION AREA
JANUARY 13, 2022

EXHIBIT D

Notice of Special District Disclosure

Notice of Special District Disclosure

ATTENTION HOMEBUYER: You are purchasing a home that is located within *District name* **Metropolitan District**. This District has the authority to issue bonds or other debt to pay for development improvements and levy taxes and fees on all properties within the District for debt repayment and ongoing operations and maintenance.

Name of District:	<i>District name</i> Metropolitan District
Contact Information for District:	
District Website:	
District Boundaries:	See attached map.
Purpose of the District:	<p>Metropolitan district organized pursuant to C.R.S. § 32-1-101 et seq. The District was created to assist with the planning, design, acquisition, construction, installation, operation, maintenance, relocation, and financing of certain public improvements serving the <i>project name</i> located the City of Aurora, Colorado and described further in the District's Service Plan.</p> <p>A copy of the District's Service Plan can be found on the District's website or by contacting the District at the District contact information above.</p>
Authorized Types of District Taxes:	Debt Mill Levy and Operations and Maintenance Mill Levy These mill levies result in taxes you will owe to the District and are described further below.
District's Total Debt Issuance Authorized per District's Service Plan:	\$
District Improvements Financed by Debt:	The District intends to, or has already issued debt to pay for <i>[list major Public Improvement categories, and where appropriate identify specific improvements by name (i.e. specific roads, parks, etc.)]</i>
Maximum Debt Mill Levy that may be levied annually on properties within the District to pay back debt:	<p>Maximum Debt Mill Levy: 50.000 Mills</p> <p>The Maximum Debt Mill Levy may adjust based on changes in the residential assessment ratio occurring after January 1, 2004.</p> <p><i>[depending on service plan amendments, add info about the Board potentially being able to change the Debt Mill Levy]</i></p>

Ongoing Operations and Maintenance Services of the District:	The District intends to impose an Operations and Maintenance Mill Levy to pay for <i>[list eligible ongoing administration, operating and maintenance obligations]</i>
District Fees:	<i>[For transparency, District should indicate that the Board may choose to impose operations and maintenance fees in the future]</i>
Other Taxing Entities to which you will pay taxes to:	<i>[List all taxing entities and current mill levies within the District Boundaries as identified by the County Assessor]</i>

Sample Calculation of Taxes Owed for a Residential Property within the District:

Assumptions:

Average market value of home in District is \$_____ Debt Mill Levy is 50 mills

Operations and Maintenance Mill Levy is _____ mills

Total Metropolitan District mill levies = 60 mills

Calculation of Metropolitan District Taxes:

\$_____ x .0715 = \$_____ (Assessed Valuation)

\$_____ x .060 mills = \$_____ per year in taxes owed solely to the Metro District

Total Additional Mill Levies from Other Taxing Entities: _____ mills = \$ _____ annual taxes

TOTAL [YEAR] PROPERTY TAXES FOR A HOME COSTING \$_____ = \$_____

THIS ESTIMATE ONLY PROVIDES AN ILLUSTRATION OF THE AMOUNT OF THE NEW PROPERTY TAXES THAT MAY BE DUE AND OWING AFTER THE PROPERTY HAS BEEN REASSESSED AND, IN SOME INSTANCES, RECLASSIFIED AS RESIDENTIAL PROPERTY. THIS ESTIMATE IS NOT A STATEMENT OF THE ACTUAL AND FUTURE TAXES THAT MAY BE DUE. FIRST YEAR PROPERTY TAXES MAY BE BASED ON A PREVIOUS YEAR'S TAX CLASSIFICATION, WHICH MAY NOT INCLUDE THE FULL VALUE OF THE PROPERTY AND, CONSEQUENTLY, TAXES MAY BE HIGHER IN SUBSEQUENT YEARS. A SELLER HAS COMPLIED WITH THIS DISCLOSURE STATEMENT AS LONG AS THE DISCLOSURE IS BASED UPON A GOOD-FAITH EFFORT TO PROVIDE ACCURATE ESTIMATES AND INFORMATION.

ACKNOWLEDGED AND AGREED TO BY BUYER:

Name: _____
Date: _____

EXHIBIT E

Amended and Restated Intergovernmental Agreement between the District and Aurora

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO AND AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20____, by and between the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado (“City”), and AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT, 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 Second Amended and Restated Service Plan approved by the City on _____ (“Second Amended and Restated Service Plan”); and

WHEREAS, the Second Amended and Restated 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 previously entered into that certain Intergovernmental Agreement dated October 30, 2017 (the “Original IGA”); and

WHEREAS, upon execution of this Amended and Restated Intergovernmental Agreement by the City and the Districts, this Amended and Restated Intergovernmental Agreement is intended to amend and restate the Original IGA in its entirety; 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 Amended and Restated 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 District shall dedicate the Public Improvements (as defined in the Second Amended and Restated Service Plan) to the City or other appropriate jurisdiction or owners 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 District shall be authorized to operate and maintain any Public Improvements that have not been dedicated for operation and maintenance to another entity.

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 administrative fees 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 District shall be open to the general public and Non-District City residents subject to the rules and regulations of the District 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 District.

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 Second Amended and Restated 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. Prior written consent of the City shall be required prior to:

(a) Inclusion of property that was not annexed to the City as of the date of the City's approval of the Second Amended and Restated Service Plan;

(b) Inclusion of property that is outside the boundaries of the Service Area; and

(c) Inclusion of property based upon a petition of the fee owner or owners of less than 100 percent of such property.

Any and all property included within the District's boundaries shall be deemed to be included within the Service Area.

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, without the prior written consent of the City, 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. On or before the effective date of approval by the City of an Approved Development Plan (as defined in the Second Amended and Restated 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 Eight Billion Dollars (\$8,000,000,000).

11. Fee Limitation. The District 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 District.

12. Debt Issuance Limitation. The District shall not be authorized to incur any indebtedness under the Second Amended and Restated Service Plan until such time as the District has approved and executed this Amended and Restated Intergovernmental Agreement and approved the imposition of the Aurora Regional Improvement Mill Levy (as defined in the Amended 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 The Aurora Highlands Metropolitan District Nos. 1, 2, 3, 4, 5, First Creek Ranch Metropolitan District (to be known as The Aurora Highlands Metropolitan District No. 6), ATEC MD No. 1 or ATEC MD No. 2.

15. Bankruptcy. All of the limitations contained in this Second Amended and Restated 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 Second Amended and Restated 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 Second Amended and Restated 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. Website. When a district is required to have a website in accordance with the requirements of C.R.S. Section 32-1- 104.5, the District shall establish, maintain and annually update a public website or provide information on a shared community website, on which the District will timely post all information and documents required by C.R.S. § 32-1- 104.5.

17. 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.

18. Disclosure to Purchasers. Subsequent to the City's approval of this Second Amended and Restated Service Plan:

a. The Districts will use reasonable efforts to assure that all developers of the property located within the Districts 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 Districts' authority to impose and collect rates, Fees, tolls and charges;

b. The notice shall conform with the City's standard model disclosure attached as Exhibit D to the Second Amended and Restated Service Plan, as may be amended from time to time.

c. The City shall be provided a copy of the notice 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.

19. Service Plan Amendment Requirement. Actions of the District which violate the limitations set forth in V.A.1-15 or VII.B-G of this Second Amended and Restated Service Plan shall be deemed to be material modifications to the Second Amended and Restated Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

20. Multiple District Structure. It is anticipated that the Districts, together with the TAH CAB, collectively, will undertake the financing and construction of the improvements contemplated herein. Specifically, the Districts with the TAH CAB shall enter into one or more Intergovernmental Cost Sharing and Recovery 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 Districts, with the TAH CAB, will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements. All such agreements will be designed to help assure the orderly development of the Public Improvements and essential services in accordance with the requirements of this Second Amended and Restated Service Plan. Implementation of

such intergovernmental agreement(s) is essential to the orderly implementation of this Second Amended and Restated Service Plan. Accordingly, any determination of any Board to set aside said intergovernmental agreement(s) without the consent of all of the Districts shall be a material modification of the Second Amended and Restated Service Plan. Said intergovernmental agreement(s) may be amended by mutual agreement of the Districts without the need to amend this Second Amended and Restated Service Plan.

The Districts shall be authorized to enter into agreements which shall govern the relationships between and among the Districts, additional Title 32 districts, and other governments, with respect to the financing, construction and operation of the improvements contemplated herein.

21. 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 Amended Service Plan.

22. 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 the District entering into the ARTA Establishment Agreement the Regional Intergovernmental Improvements Agreement, and/or the ARI Mill Levy IGA described below.

In that regard, the District, the City, and Adams County entered into the ARTA Establishment Agreement to form the ARTA on February 27, 2018, as supplemented by that First Supplement to the Establishment Agreement.

The District shall impose and convey the ARI Mill Levy in accordance with the ARI Mill Levy IGA, as the same may be amended from time to time as follows:

a. Beginning in 2021, for collection in 2022 and continuing each year thereafter until the ARTA Establishment Agreement is terminated on its terms, the District will impose an ARI Mill Levy equal to five (5) mills, plus any applicable Mill Levy Adjustment, minus any ARTA Mill Levy, on all property within its boundaries, as such boundaries may be amended from time to time by the inclusion of property, and transfer the revenues derived therefrom to ARTA within the time frame provided in the ARI Mill Levy IGA, as it may be amended from time to time, for use by ARTA in ARTA's discretion as all other legally available revenues of ARTA.

b. Unless the City agreed/agrees otherwise in writing, the Regional Improvements shall be limited to the costs of overhead and administration of the ARTA and the capital costs and repayment of debt to be incurred by the ARTA, for the planning, design, permitting, financing, construction, acquisition, installation, relocation, and/or redevelopment of improvements set forth in the ARTA Establishment Agreement, as amended from time to time (as defined in the Special District Act) incurred as a result of the participation in the ARTA

Establishment Agreement. 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.

c. The District shall cease to be obligated to impose, collect and convey 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.

23. 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 Second Amended and Restated Service Plan, subject to the Mill Levy Adjustment.

(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 Second Amended and Restated 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.

The Maximum Debt Mill Levy shall not apply to the District's Operations and Maintenance Mill Levy for the provision of operation and maintenance services to the District's taxpayers and service users.

10. 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 Second Amended and Restated 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 fifty (50) 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.

11. 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: Aerotropolis Area Coordinating Metropolitan District
 c/o McGeady Becher P.C.
 450 East 17th Ave, Suite 400
 Denver, Colorado 80203
 Attn: Legal Notices
 Phone: (303) 592-4380
 Fax: (303) 592-4385

To the City: City of Aurora
 15151 E. Alameda Pkwy., 5th Floor
 Aurora, CO 80012
 Attn: Mike Hyman, 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.

12. 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 Second Amended and Restated Service Plan.

13. 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.

14. 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.

15. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

22. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Second Amended and Restated Service Plan.

SIGNATURE PAGES TO AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT

AEROTROPOLIS AREA COORDINATING
METROPOLITAN DISTRICT

By: _____
President

Attest:

Secretary

CITY OF AURORA, COLORADO

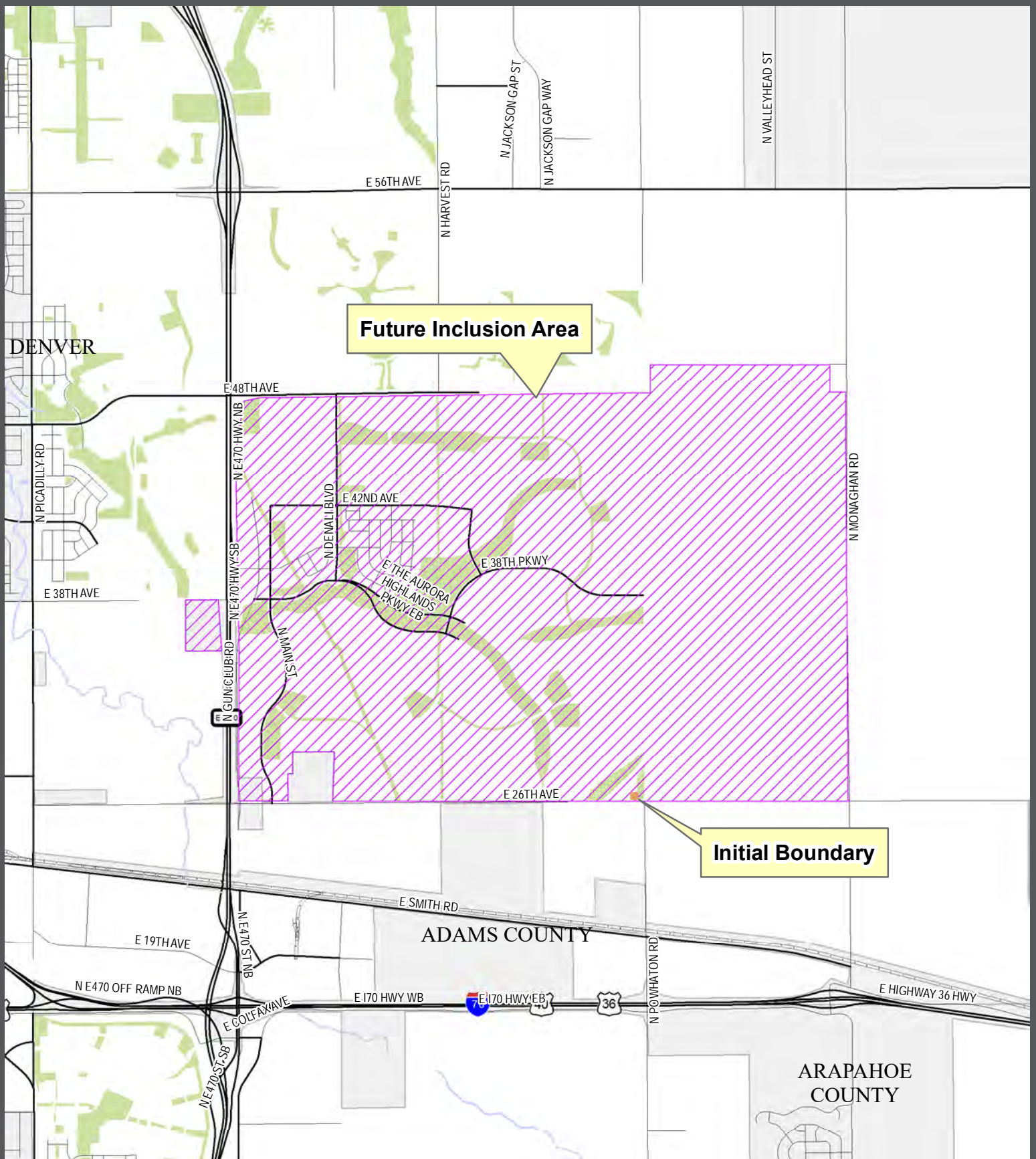
By: _____
MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

BRIAN J. RULLA, Assistant City Attorney



Planning & Development Services

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

City of Aurora, Colorado

Aerotropolis
Metropolitan District

January 20, 2022



Legend

- Initial Boundary
- Future Inclusion Area
- Creeks
- Parks and Open Space
- Other Jurisdictions

Miles
0 0.275 0.55

ORDINANCE NO. 2022-__

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING THE SECOND AMENDED AND RESTATED SERVICE PLAN FOR AEROTROPOLIS AREA COORDINATING METROPOLITAN DISTRICT 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, a Second Amended and Restated Service Plan (the "Second Amended and Restated Service Plan") for Aerotropolis Area Coordinating Metropolitan District (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 previously approved the Service Plan for the Green Valley Ranch East Metropolitan District No. 1 on August 6, 2004 (the "Original Service Plan"); and

WHEREAS, the District has changed its name to "Aerotropolis Area Coordinating Metropolitan District" with the District Court; and

WHEREAS, on October 16, 2017, the City approved the First Amended and Restated Service Plan ("Amended Service Plan") for the District, which modified, replaced, restated, and superseded the Original Service Plan in its entirety.

WHEREAS, the City, Adams County and the District were worked together to organize the Aerotropolis Regional Transportation Authority ("ARTA"); and

WHEREAS, ARTA's boundaries overlap all the inclusion area for multiple districts as well as additional districts proposed contemporaneously with the Second Amended and Restated Service Plan; and

WHEREAS, the Aurora Regional Improvement mill levy as defined in Section 122-26 of the City Code and imposed within the City's model service plan allows for the formation of an Authority by three (3) or more districts to fund regional infrastructure with the pledge of their ARI mill levies collected from all member districts; and

WHEREAS, it has been determined that the imposition of the ARI mills as defined by City Code § 122-26 is not sufficient to provide the bonding capacity necessary to fund the improvements within the District's boundaries; and

WHEREAS, the intent of the City, Adams County and the District was to assure that five (5) mills, as adjusted, would be available from the inclusion area property tax base, to support the financing of the regional improvements that were the responsibility of ARTA to construct; and

WHEREAS, the Model Service Plan language regarding the ARI Mill Levy was modified

in the Amended Service Plan to reflect the anticipated organization of ARTA, to allow for a five (5) mill, as Adjusted, ARI Mill Levy, that would be reduced by any ARTA mill levy; and

WHEREAS, this Second Amended and Restated Service Plan for Aerotropolis Area Coordinating Metropolitan District is intended to clarify the District's inclusion area boundaries and service area and to comply with the City's current model service plan, as applicable.

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 Second Amended, Restated, and Consolidated 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 Second Amended and Restated Service Plan and all other testimony and evidence presented at the hearing; and

WHEREAS, the City Council finds that the Second Amended and Restated Service Plan should be approved unconditionally, 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, all legislative enactments must be in the form of ordinances pursuant to Section 5-1 of the Charter of the City of Aurora, Colorado and City Council Rule F.1 provides that an ordinance remains in effect until otherwise rescinded or amended by the City Council.

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

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 Second Amended and Restated Service Plan for the District has 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 Second Amended and Restated 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, Adams 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 Second Amended and Restated Service Plan is in substantial compliance with the comprehensive plan of the City as adopted pursuant to the City Code;
- h. The proposed Second Amended and Restated 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 Second Amended and Restated Service Plan is in the best interests of the area proposed to be served.

Section 3. The City Council hereby approves the Second Amended and Restated Service Plan for the District as submitted.

Section 4. The ARI Mill Levy defined in this Service Plan applies only to Aerotropolis Area Coordinating Metropolitan District. In all other instances the definition of ARI Mill Levy in City Code §122-26 shall remain in full force and effect.

Section 5. The District shall not be authorized to incur any bonded indebtedness under the Second Amended and Restated Service Plan until such time as the District has approved and executed the Intergovernmental Agreement.

Section 6. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this ordinance shall be by reference, utilizing the ordinance title.

Section 7. A certified copy of this ordinance shall be submitted to the District for the purpose of filing in the District Court of Adams County.

Section 8. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Ordinance, are hereby rescinded.

Section 9. Future amendments to the Intergovernmental Agreement Between the City

and the District as well as amendments to the Second Amended and Restated Service Plan shall be by resolution.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2022.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2022.

ATTEST:

MIKE COFFMAN, Mayor

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

 CMcK

BRIAN J. RULLA, Assistant City Attorney



CITY OF AURORA

Council Agenda Item Continuation Page

Item Title: Juneteenth Ordinance
Item Initiator: Ryan Lantz, Director of Human Resources
Staff Source: Ryan Lantz, Director of Human Resources
Legal Source: Rachel Allen, Client Group Manager
Outside Speaker: N/A
Date of Change: 2/14/2022

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 2/28/2022

ITEM SUMMARY *(Brief description of changes or updates with documents included.)*

This ordinance has been updated to reflect a motion that passed at the 2/14/22 Council Meeting to remove the Friday after Thanksgiving holiday and replace it with Juneteenth for a total of 10 City holidays.

ORDINANCE NO. 2022- _____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO,
AMENDING SECTION 2-2 OF THE CITY CODE PERTAINING TO LEGAL HOLIDAYS

WHEREAS, Juneteenth National Independence Day was acknowledged as a federal holiday with the adoption of S.475 on June 17, 2021; and

WHEREAS, the City of Aurora wishes to observe Juneteenth as a City holiday.

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

Section 1. That Section 2-2 of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Sec. 2-2. - Legal holidays; effect.

(a) The following days are declared to be legal holidays, and, as a result, city offices other than those relating to public safety shall be closed:

(1) January 1, commonly called New Year's Day.

(2) The third Monday in January, which shall be observed as the birthday of Dr. Martin Luther King, Jr.

(3) The third Monday in February, commonly called Washington-Lincoln or President's Day.

(4) The last Monday in May, commonly called Memorial Day.

(5) June 19, commonly called Juneteenth

~~(56)~~ July 4, commonly called Independence Day.

~~(67)~~ The first Monday in September, commonly called Labor Day.

~~(78)~~ November 11, commonly called Veterans Day.

~~(89)~~ The fourth Thursday in November, commonly called Thanksgiving Day.

(10) December 25, commonly called Christmas Day.

(b) When a holiday falls on a Sunday, the following Monday shall be observed. When a holiday falls on a Saturday, the preceding Friday shall be observed. Work units which are normally scheduled to operate on Saturdays or Sundays will observe the actual day of the holiday.

Section 2. The general penalty found in Section 1-13 of the City Code shall not apply to Section 1 above.

Section 3. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 4. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2022.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:



RACHEL ALLEN, Client Group Manager



CITY OF AURORA

Council Agenda Commentary

Item Title: An ordinance of the City Council of the City of Aurora, Colorado, amending section 2-2 of the city code pertaining to legal holidays. Proposal to designate June 19th as Juneteenth and a legal holiday.

Item Initiator: Ryan Lantz

Staff Source/Legal Source: Ryan Lantz, Director of Human Resources | 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: 2/7/2022

Regular Meeting: 2/14/2022

ITEM DETAILS:

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated Presentation/discussion time

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO,
AMENDING SECTION 2-2 OF THE CITY CODE PERTAINING TO LEGAL HOLIDAYS

Ryan Lantz, Director of Human Resources | Rachel Allen, Client Group Manager

20 minutes total: 10 minutes presentation and 10 minutes for council discussion

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

- | | |
|-----------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input checked="" type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 1/25/2022

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

- | | |
|-----------------------------------------------------------|---------------------------------------------------------|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input type="checkbox"/> 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 proposal to add Juneteenth as a city recognized and paid holiday was brought to the Management and Finance Policy Committee on August 24, 2021. It was approved to move to Study Session, however, for multiple reasons it was delayed. This item was brought back to Management and Finance Policy Committee for review and consideration on January 25, 2022, and approved to move to Study Session.

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

After research, discussions and consideration, the City Manager and Human Resources propose to designate June 19th as Juneteenth and a legal paid holiday for the City of Aurora, Colorado, to commemorate the end of slavery in the United States. The proposal includes adding Juneteenth as the city's eleventh paid holiday. Additionally, the ordinance includes updating the legal holiday policy to recognize the fourth Friday in November, commonly called Friday after Thanksgiving.

QUESTIONS FOR COUNCIL

Does City Council support the proposal of the ordinance to add Juneteenth as a legal paid holiday for the City of Aurora, and move forward to Regular Council Meeting?

LEGAL COMMENTS

The "Juneteenth National Independence Day Act," which designates Juneteenth National Independence Day as a legal public holiday was signed into law on June 17, 2021. (S.475)

The following days are declared to be legal holidays, and, as a result, city offices other than those relating to public safety shall be closed: (1) January 1, commonly called New Year's Day. (2) The third Monday in January, which shall be observed as the birthday of Dr. Martin Luther King, Jr. (3) The third Monday in February, commonly called Washington-Lincoln or President's Day. (4) The last Monday in May, commonly called Memorial Day. (5) July 4, commonly called Independence Day. (6) The first Monday in September, commonly called Labor Day. (7) November 11, commonly called Veterans Day. (8) The fourth Thursday in November, commonly called Thanksgiving Day. (9) December 25, commonly called Christmas Day. (b) When a holiday falls on a Sunday, the following Monday shall be observed. When a holiday falls on a Saturday, the preceding Friday shall be observed. Work units which are normally scheduled to operate on Saturdays or Sundays will observe the actual day of the holiday. (City Code Sec. 2-2) 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). (Allen)

PUBLIC FINANCIAL IMPACT

☒ YES ☐ NO

If yes, explain: The cost to add a paid-day-off is estimated at \$246,116. This estimate includes the cost for our 24 hour operations employees that are required to work on the holiday, and to ensure pay for over-time, holiday pay, standby pay and holiday benefit. The details are included in the attached slides as Supplement Information.

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain: N/A



City Council Regular Meeting

Juneteenth Holiday Proposal

February 7, 2022



Human Resources

402
City of Aurora

JUNETEENTH NATIONAL INDEPENDENCE DAY

Holiday Information:

- Juneteenth, celebrated annually on June 19, commemorating the emancipation of African-American slaves (6/19/1865)
- Federal [paid] Holiday: signed legislation on June 17, 2021 to make Juneteenth a federal holiday, enshrining June 19 as national day to commemorate the end of slavery in the United States
- Colorado: recognized as ceremonial holiday in 2004 (not State paid holiday)
- Aurora: proclamation at June 28, 2021 City Council Meeting
- No obligation to make a city paid-day-off holiday (private or Colorado public employers)
 - 11 paid legal holiday for Federal Government (Juneteenth is newly added)
 - 10 paid legal holidays for State of Colorado
 - At least 6 common paid holidays for private employers
 - COA has 10 paid holidays (no Juneteenth or Columbus/Cabrini; COA has Friday after Thanksgiving)

Federal Holidays

2022 Federal Holidays (11 days)	
Date	Holiday
Friday, December 31, 2021	New Year's Day (1/1/22 day-off 12/31/21)
Monday, January 17, 2022	Martin Luther King, Jr. Day
Monday, February 21, 2022	President's Day
Monday, May 30, 2022	Memorial Day
Monday, June 20, 2022	Juneteenth (6/19/22 day-off 6/20/22)
Monday, July 4, 2022	Independence Day
Monday, September 5, 2022	Labor Day
Monday, October 10, 2022	Columbus Day
Friday, November 11, 2022	Veterans Day
Thursday, November 24, 2022	Thanksgiving Day
Monday, December 26, 2022	Christmas Day

- Federal Government: added Juneteenth as 11th holiday
- Private Employers: typically provide a minimum of 6 paid-holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day

Colorado State Holidays

2022 State Holidays (10 days)	
Date	Holiday
Friday, December 31, 2021	New Year's Day (1/1/2022 day-off 12/31/21)
Monday, January 17, 2022	Martin Luther King, Jr. Day
Monday, February 21, 2022	President's Day
Monday, May 30, 2022	Memorial Day
Monday, July 4, 2022	Independence Day
Monday, September 5, 2022	Labor Day
Monday, October 3, 2022	Frances Xavier Cabrini Day
Friday, November 11, 2022	Veterans Day
Thursday, November 24, 2022	Thanksgiving Day
Monday, December 26, 2022	Christmas Day

- State of Colorado: **Cabrini Day** replaced Columbus Day
- Does not include Juneteenth or Friday-After-Thanksgiving

City of Aurora Paid Holidays

2022 City of Aurora Paid Holidays (10 days)	
Date	Holiday
Friday, December 31, 2021	New Year's Day (1/1/2022 day-off 12/31/21)
Monday, January 17, 2022	Martin Luther King, Jr. Day
Monday, February 21, 2022	President's Day
Monday, May 30, 2022	Memorial Day
Monday, July 4, 2022	Independence Day
Monday, September 5, 2022	Labor Day
Friday, November 11, 2022	Veterans Day
Thursday, November 24, 2022	Thanksgiving Day
Friday, November 25, 2022	Day After Thanksgiving Day
Monday, December 26, 2022	Christmas Day

- COA offers Day-After-Thanksgiving Day
- COA does not celebrate Cabrini Day (State) or Columbus Day (Federal)

Juneteenth Plans for Other Cities/Counties

Colorado:

- Active surveys*: many still evaluating
 - Revenue and impact on budget
 - If the State of Colorado adopts in 2022 or 2023
 - If other cities adopts in 2022 or 2023
- Confirmed Paid Holiday: 35 cities & counties
 - Adams County
 - Brighton
 - Fort Collins
 - Golden
 - Grand Junction
 - Lakewood
 - Littleton
 - Parker
 - Pueblo County
 - Wheat Ridge
- Other Response
 - Not yet decided: 11 cities
 - Not yet discussed: 15 cities
 - No current plans to observe (paid): 53

National:

- Surveys from City Manager's Office
- Confirmed Paid Holiday
 - Albuquerque
 - Austin
 - Dallas
 - El Paso
 - Fairfax
 - Las Vegas
 - Long Beach
 - Miami
 - Minneapolis
 - Norfolk
 - Raleigh
 - Reno
 - San Antonio
 - San Francisco
 - Virginia Beach
- No Plans to Observe
 - Ft. Lauderdale
 - Honolulu
 - Laredo
 - Oakland
 - Phoenix
 - Plano
 - San Diego
 - Wichita

* Colorado Municipal League, National League of Cities, federal lobbyist, HR and City Manager networks

JUNETEENTH NATIONAL INDEPENDENCE DAY

Proposal to add Juneteenth as City Paid Holiday:

Recognize as Legal Holiday

- Requires ordinance amending city code pertaining to legal holidays
- Update city code to reflect Friday-After-Thanksgiving Day as legal holiday

Cost to add as paid-day-off (make 11th city holiday)

- Civil Service and Career Service: estimated cost of \$246,000

Support and Reasons

- Honoring Juneteenth (emancipation)
- Supporting and embracing Aurora's diverse community
- Civil Service Consent Decree – Focus on Diversity, Equity and Inclusion
- Additional benefit for working in public service (compared to private sector)
- Employee attraction and retention
- Work-life balance support for employees and their families

Supplement Information

Cost of Extra Holiday (estimate)

Confirmed Paid Holiday

Adams County	Golden	Palisade
Bennett	Grand Junction	Parker
Blue River	Gypsum	Pueblo County
Brighton	Hotchkiss	Red Cliff
Brush	Julesburg	Rocky Ford
Center	Lafayette	Sheridan
Cokedale	Lakewood	Silt
Creede	Las Animas	Superior
Erie	Littleton	Swink
Florence	Longmont	Wheat Ridge
Fort Collins	Loveland	Keenesburg
Fraser	Manitou Springs	

Under consideration

Arvada	Mountain Village
Aurora	Northglenn
Estes Park	Poncha Springs
Evans	Salida
Fountain	Snowmass Village
Lamar	

Not Yet Discussed

Columbine Valley	Larkspur
Cortez	Milliken
Federal Heights	Nucla
Granada	Oak Creek
Gunnison	Pueblo
Holyoke	Wiggins
Hugo	Winter Park
Lake City	

No Current Plans to Observe

Avon	Craig	Granby	Minturn
Basalt	Crestone	Greeley	Montrose
Berthoud	Cripple Creek	Holly	Olathe
Bethune	Delta	Hot Sulphur Springs	Paonia
Blanca	Denver	Idaho Springs	Ridgway
Brookside	Durango	Ignacio	Rockvale
Burlington	Englewood	Johnstown	Silverthorne
Campo	Firestone	Kersey	Trinidad
Cañon City	Fowler	Kit Carson	Walden
Castle Pines	Foxfield	Kremmling	Dillon
Centennial	Frederick	La Veta	Yampa
Cherry Hills Village	Fruita	LaSalle	
Cheyenne Wells	Gilcrest	Mead	
Collbran	Glendale	Meeker	

Cost of Extra Holiday (estimate)

Extra Holiday Projection

Pay Description	Cost
Holiday Benefit	\$ 41,150.82
Holiday	\$ 471,455.63
3016 Half Pay	\$ 12,720.20
Police Code 3077	\$ 259,296.00
Holiday Standby	\$ 8,628.25
Holiday Comp Earned	\$ 1,920.00
Holiday Comp Used	\$ 166.44
Temp Holiday	\$ 5,587.42
Fire Holiday	\$ 39,612.41
Police Holiday	\$ 26,330.53
Appoximate Extra OT	\$ 110,000.00
	\$ 976,867.70
Cost Excl Salary/Benefits	\$ 246,116.07

Holiday Benefit: Non-exempt, full-time Career Service employees required to work an official City holiday, or an official City holiday falls on an employee's regularly scheduled day off, shall receive eight hours straight pay for the holiday plus 1.5 time for all time worked that day.

Holiday: Reflects the holiday earnings of all regular employees.

3016 Half Pay: Given to employees working on a regular workday which falls on a holiday. The straight time is part of their salary and the 3016 half pay is the additional pay to make it time plus one half. .

Police Code 3077: Reflects the earnings of hours worked on actual day of holiday.

Holiday Standby: Pay given to employees who are required to remain available and on-call but are not actually performing work.

Holiday Comp Earned: Refers to compensating employees with PTO in lieu of overtime pay.

Holiday Comp Used: Refers to comp time used by employees on the holiday to cover any hours taken in excess of the eight paid holiday hours.

Temp Holiday: Reflects the holiday earnings of all TM30 employees.

Fire Holiday: Reflects the holiday earnings of all civil service Fire employees.

Police Holiday: Reflects the holiday earnings of all civil service Police employees.



CITY OF AURORA

Council Agenda Commentary

Item Title: Chapter 114 Code Enforcement Ordinance Amendment
Item Initiator: Sandra Youngman, Manager, Code Enforcement Division
Staff Source/Legal Source: Sandra Youngman, Manager, Code Enforcement Division / Angela Garcia, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 4.5--Maintain high-quality, livable neighborhoods

COUNCIL MEETING DATES:

Study Session: 2/7/2022

Regular Meeting: N/A

ITEM DETAILS:

Amendment to Chapter 114 Solid Waste, Article II – Garbage and Refuse, specifically Section 114-27(a) Accumulation; Storage, to clarify the enforcement of trash container placement and to update the Department name change.

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

- | | |
|-----------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input checked="" type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Housing, Neighborhood Services & Redevelopment

Policy Committee Date: 01/20/2022

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

- | | |
|-----------------------------------------------------------|---------------------------------------------------------|
| <input checked="" type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> 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.)*

Based on data and number of complaints received, Code Enforcement Staff expressed concerns with enforcing the current City Code section 114-27(a) pertaining to the placement of trash containers. The current code requires all trash containers to be screened from view from all public streets and placed behind the front line of the principal building of the house facing the street.

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

1. Staff is requesting a change to the ordinance to state that all trash containers shall be kept behind the front line of the principal building and within 12 inches of the principal building. The 12-inch distance from the principal building ensures the trash containers are placed in an orderly fashion, and not placed haphazardly on the property. If the property owner decides to screen their trash containers, the screening shall also be placed behind the front line of the principal building. Requiring trash containers to be placed in one consistent place and in an orderly placement on a homeowner's property will allow for consistent enforcement, and help with neighborhood esthetics.

2. The second change is to update the Department name change, which occurred in June 2020, from Neighborhood Services to Housing and Community Services.

QUESTIONS FOR COUNCIL

Does City Council recommend moving City Code, Sec. 114-27 (a) amendment forward to regular Council Meeting?

LEGAL COMMENTS

Council has the power to make and publish ordinances consistent with the laws of the state for carrying into effect or discharging the powers and duties conferred by the State Constitution, State Statute, or City Charter and such as it shall deem necessary and proper to provide for the safety; preserve the health; promote the prosperity; and improve the morals, order, comfort and convenience of the city and the inhabitants thereof. (City Code § 2-32 and C.R.S. § 31-15-103) (TJoyce)

PUBLIC FINANCIAL IMPACT

☐ YES ☒ NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain: N/A

Study Session

Housing and Community Services

Chapter 114 Solid Waste

February 7, 2022



Chapter 114 – Garbage and Refuse

- Code Enforcement Staff receive a high percentage of trash container placement complaints, and staff have expressed concerns with enforcing Chapter 114 – Solid Waste Ordinance.
- Current code requires all trash containers to be screened from view from all public streets and placed behind the front line of the principal building of the house facing the street.

Complaints Received 2020 & 2021

2020

Month	Total Trash Complaints	Total Code Enforcement Complaints	% of Trash Complaints
Jan	73	507	14%
Feb	69	730	9%
March	85	412	21%
April	92	423	22%
May	79	741	11%
June	76	1081	7%
July	86	942	9%
August	108	977	11%
September	92	829	11%
October	125	670	19%
November	69	454	15%
December	71	634	11%
Total	1025	8400	12%

January through November 2021

Month	Total Trash Complaints	Total Code Enforcement Complaints	% of Trash Complaints
Jan	83	474	18%
Feb	54	454	12%
March	86	723	12%
April	79	610	13%
May	57	803	7%
June	78	1223	6%
July	101	1236	8%
August	86	1088	8%
September	80	827	9%
October	39	620	6%
November	50	597	8%
December	71	481	15%
Total	793	8655	9%

Sec. 114-27 Current Ordinance

All garbage, rubbish and debris shall be stored by the owner or occupant of all premises in an approved sealed garbage, rubbish or debris container. Garbage, rubbish or debris containers shall be maintained in a clean and sanitary condition at all times by the owner or occupant using the same. Outdoor storage of plastic bags is prohibited except for the deposit of the plastic bags on the right-of-way abutting any public street, alley or within any front yard or within any side yard on a corner lot abutting any public street on the day of scheduled collection. Paper bags, unless baled from a mechanical compactor, are expressly prohibited except on the day of scheduled collection **all trash containers shall be screened from view from all public streets and placed behind the front line of the principal building of the house facing the street.** The storage area shall be kept free of loose garbage, rubbish or debris. Trash containers in residential districts shall be placed behind a privacy fence, in a garage, or screened with approved materials as described in the landscape and/or fence code. Trash containers/dumpsters in commercial districts shall be screened by a dumpster enclosure or as stipulated on a site plan. Waivers may be granted by the director of **neighborhood services** when placement behind the front line of the principal building of the house or a dumpster enclosure at a commercial property would create an unreasonable hardship.

Sec. 114-27 Recommended Changes

(a) All garbage, rubbish and debris shall be stored by the owner or occupant of all premises in an approved sealed garbage, rubbish or debris container. Garbage, rubbish or debris containers shall be maintained in a clean and sanitary condition at all times by the owner or occupant using the same. Outdoor storage of plastic bags is prohibited except for the deposit of the plastic bags on the right-of-way abutting any public street, alley or within any front yard or within any side yard on a corner lot abutting any public street on the day of scheduled collection. Paper bags, unless baled from a mechanical compactor, are expressly prohibited except on the day of scheduled collection. All trash containers shall be kept behind the front line of the principal building and within 12 inches of the principal building. If trash containers are screened, the screening shall be placed behind the front line of the principal building. The storage area shall be kept free of loose garbage, rubbish or debris. Trash containers/dumpsters in commercial districts shall be screened by a dumpster enclosure or as stipulated on a site plan. Waivers may be granted by the director of housing and community services when placement behind the front line of the principal building of the house or a dumpster enclosure at a commercial property would create an unreasonable hardship.

Ordinance would prevent the following:



Continuation of ordinance would prevent the following:



Continuation of ordinance would prevent the following:



Continuation of ordinance would prevent the following:



Continuation of ordinance would prevent the following:



Ordinance would allow the following:



Continuation of ordinance would allow the following:



Benefits of the Chapter 114 Ordinance modification



- This change will ease the burden on residents for trash can placement by removing the screening requirement but still keeps the importance of placement and esthetics of the neighborhood.
- Simply enforcement of trash can placement.
- Will work with Community Engagement Division to notify the residents and community of the ordinance modification.

Question for City Council - Study Session

Does City Council recommend moving City Code, Sec. 114-27 (a) amendment forward to regular Council Meeting?

ORDINANCE NO. 2022-_____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
AURORA, COLORADO, AMENDING SECTION 114-27 OF THE CITY
CODE RELATED TO STORAGE OF TRASH CONTAINERS

WHEREAS, the City desires to amend the City Code relating to storage of trash containers to keep city neighborhoods cleaner and to protect the health, safety and welfare of the residents of the city.

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

Section 1. That subsection 114-27(a) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Sec. 114-27. - Accumulation; Storage.

(a) All garbage, rubbish and debris shall be stored by the owner or occupant of all premises in an approved sealed garbage, rubbish or debris container. Garbage, rubbish or debris containers shall be maintained in a clean and sanitary condition at all times by the owner or occupant using the same. Outdoor storage of plastic bags is prohibited except for the deposit of the plastic bags on the right-of-way abutting any public street, alley or within any front yard or within any side yard on a corner lot abutting any public street on the day of scheduled collection. Paper bags, unless baled from a mechanical compactor, are expressly prohibited except on the day of scheduled collection. ~~all trash containers shall be screened from view from all public streets and placed behind the front line of the principal building of the house facing the street.~~ **All trash containers shall be kept behind the front line of the principal building and within 12 inches of the principal building. If trash containers are screened, the screening shall be placed behind the front line of the principal building.** The storage area shall be kept free of loose garbage, rubbish or debris. ~~Trash containers in residential districts shall be placed behind a privacy fence, in a garage, or screened with approved materials as described in the landscape and/or fence code.~~ Trash containers/dumpsters in commercial districts shall be screened by a dumpster enclosure or as stipulated on a site plan. Waivers may be granted by the director of ~~neighborhood~~ **housing and community** services when placement behind the front line of the principal building of the house or a dumpster enclosure at a commercial property would create an unreasonable hardship.

Section 2. Severability. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 3. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 4. All acts, orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this ____ day of _____, 2022.

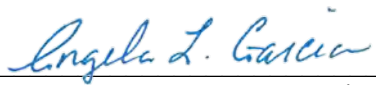
PASSED AND ORDERED PUBLISHED this _____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:



ANGELA L. GARCIA, Senior Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: Chapter 14 Animals – Ordinance Amendments

Item Initiator: Jessica Prosser, Director, Housing and Community Services

Staff Source/Legal Source: Anthony Youngblood, Manager, Animal Services / Angela Garcia, Senior Assistant City Attorney

Outside Speaker: N/A

Council Goal: 2012: 1.0--Assure a safe community for people

COUNCIL MEETING DATES:

Study Session: 2/7/2022

Regular Meeting: N/A

ITEM DETAILS:

Chapter 14 Animal Code revisions to ensure the ordinances are properly enforced, and language reflects the needs of the Division and court system.

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

- | | |
|-----------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input checked="" type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Housing, Neighborhood Services & Redevelopment

Policy Committee Date: 1/20/2022

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

- | | |
|-----------------------------------------------------------|-----------------------------------------------------------|
| <input checked="" type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input checked="" type="checkbox"/> 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.)*

During 2020, Animal Protection officers saw and experienced situations that require the language in Chapter 14 related to animals and the Aurora Animal Services Division to be amended for clarity and efficiency. Additionally, with the new tiered system of city Code section 14-7 and how the Aurora Municipal Court assesses a dog's actions, clearer language related to court orders and/or judges' rulings was necessary.

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

For the most part, Chapter 14 ordinance sections need to be amended for language clarity and ease of prosecution and/or implementation when needed:

14-4 Impoundment; Court proceedings; disposition of animals

The major change is with the new potentially dangerous and dangerous dog language. We want the ruling from a judge on if the dog is surrendered to have a weighing-in effect on the post surrender behavior evaluation. Also, the owner that the dog was ordered removed from should not have input on the actions taken with the dog going forward.

14-7 Keeping an aggressive, potentially dangerous, or dangerous dog

The two major changes will separate the actions between aggressive and potentially dangerous dogs. They are viewed and adjudicated very differently but are held to the same standard of permitting which needs to be changed.

14-16 Restitution

This section will be removed completely. This was a new section added in the 2020 revisions to Chapter 14 but it cannot be implemented as anticipated.

QUESTIONS FOR COUNCIL

Does Council approve of moving the amendments to Chapter 14 related to Animals and the Aurora Animal Services Division forward to a regular Council meeting?

LEGAL COMMENTS

Council has the power to make and publish ordinances consistent with the laws of the state for carrying into effect or discharging the powers and duties conferred by the State Constitution, State Statute, or City Charter and such as it shall deem necessary and proper to provide for the safety; preserve the health; promote the prosperity; and improve the morals, order, comfort and convenience of the city and the inhabitants thereof. (City Code § 2-32 and C.R.S. § 31-15-103) (Garcia)

PUBLIC FINANCIAL IMPACT

☐ YES ☒ NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

☒ Not Applicable ☐ Significant ☐ Nominal

If Significant or Nominal, explain: N/A

City of Aurora

Ordinance Revision

Chapter 14, Aurora Municipal Code

Study Session



February 7, 2022

Proposed Changes



Question for City Council



ORDINANCE NO. 2022-_____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING CHAPTER 14 OF THE CITY CODE RELATED TO ANIMALS AND THE AURORA ANIMAL SERVICES DIVISION

WHEREAS, the City desires to amend the City Code relating to Animals to modernize certain sections of the City's animal regulations.

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

Section 1. That subsections 14-4(h)(1), (h)(4), and (l) of the City Code of the City of Aurora, Colorado, are hereby amended to read as follows:

Sec. 14-4. - Impoundment; court proceedings; disposition of animals.

(h) *Procedures following a court-ordered surrender.* After any judicial order to surrender an animal:

(1) The court shall grant an automatic stay of the surrender order for seven calendar days. During this automatic stay, the surrendered animal shall remain at the Aurora animal shelter and the animal will not be adopted, transferred, or humanely euthanized. If the seventh day falls on a ~~weekend~~ **Sunday** or a holiday, the period of the stay will be extended to the close of business of the next business day. The animal's owner will not be responsible for any fees or costs commencing from the time of the court's surrender order through the expiration of the automatic stay period.

(4) At the conclusion of the seven day stay of execution, if the owner has not posted the amount of the appeal bond, Aurora animal services must conduct a post surrender evaluation and make a determination about the outcome of the animal. ~~Aurora animal services shall attempt and make reasonable efforts to find alternatives other than humane euthanasia for the animal, while balancing public safety, the safety of people and animals near any new placement, and the health and safety of the animal itself. Adoption by individual person(s) shall be considered and not summarily rejected. Aurora animal services shall prepare a report of the evaluation setting out in detail the efforts made to place the animal outside the city or otherwise adopt, transfer, or place the animal.~~ **If the animal has been adjudicated potentially dangerous or dangerous and surrendered to Aurora animal services by a municipal judge, this shall constitute as a public safety risk and the animal shall not be deemed as an adoption candidate unless determined different by the conducted behavior evaluation.** Before any placement, transfer or adoption of a court-order surrendered animal, the city shall

prepare a comprehensive waiver of liability to be acknowledged and signed by anyone accepting ownership of such animal.

- (1) *Appeal bond.* At the conclusion of the automatic stay period, if the owner of an animal that is ordered surrendered pursuant to subsection (g) of this section desires a further stay of execution of the surrender order pending appeal, the owner shall, as a condition of any further stay of execution, post with the clerk of the court an initial appeal bond in the amount of \$100.00, for the first 30 days. At the expiration of the 30-day period, in order to continue to stay the surrender order, the owner must return to the court and request that the judge set and the owner shall post with the clerk of the court an amount sufficient to pay the costs, fees and expenses specified in subsections (1)(1) and (2) of this section. ~~Regardless of the pendency of any formal legal proceedings, the owner and Aurora animal services shall collaborate in good faith to find an outcome for the animal other than being humanely euthanized including rehabilitative measures, training, and regular enrichment sessions.~~ The fees specified in subsection (1)(2) of this section shall be posted with the clerk of the municipal court in advance, and in successive 30-day increments thereafter during the pendency of the appeal. If any required deposit is not made, the stay of execution shall expire and the order for surrender of the animal shall be executed. During this 30-day period, the owner shall only be assessed the boarding fees and the cost of medicines and medical devices. If required appeal bond is not paid and the stay of the surrender order is lifted, Aurora animal services, before moving forward with disposition of the animal, must conduct an assessment, following animal welfare best practices, and shall attempt and make reasonable efforts to find alternatives other than humane euthanasia for the animal, while balancing public safety, the safety of people and animals near any new placement, and the health and safety of the animal itself. If a final order is entered authorizing the surrender of the animal, the costs, fees and expenses posted pursuant to subsections (1)(1) and (2) of this section shall be forfeited and paid to the animal shelter. If, after final appeal, it is determined that the animal should not be surrendered and that the order for surrender was entered in error, the fees posted as a condition of the stay of execution pursuant to subsection (1)(2) of this section shall be refunded to the appellant and the animal shall be released to the owner. In such event, the costs and expenses posted pursuant to subsection (1)(1) of this section shall be ordered forfeited to the court and paid to the animal shelter. In addition to those costs, fees and expenses covered by subsections (1)(1) and (2) of this section, costs and expenses covered by subsection (1)(3) of this section shall be remitted to the animal shelter within 15 days of the billing thereof. The date of the bill shall be the day the bill is mailed to the owner's last known address. In lieu of a cash deposit, the appellant may execute a bond to the city as provided in this subsection. One or more sureties may be required, or the defendant may furnish cash security or, in the discretion of the court, no security or surety need be required. Costs and fees shall be designated as follows:

- (1) Costs and expenses from and including the date of impoundment through and including the date of the court's surrender order.

(2) Boarding fees from the expiration of the automatic seven-day stay provided for in subsection (h) of this section but only after the 37th day if the initial \$100.00 appeal bond has been filed.

(3) Reasonable and necessary costs and other expenses, undertaken for the welfare of the animal not covered by subsections (1)(1) and (2) of this section, incurred from and including the expiration of the automatic seven day stay provided for in subsection (h) of this section but only after the 37th day if the initial \$100.00 appeal bond has been filed.

Section 2. That subsections 14-7(f), (g), (j), (k), and (n) of the City Code of the City of Aurora, Colorado, are hereby amended to read as follows:

Sec. 14-7. - Keeping **aggressive**, potentially dangerous, ~~aggressive~~ or dangerous animals.

(f) *Keeping of ~~an Aggressive Animal or a Potentially Dangerous Animal~~.* After an owner has been adjudicated by the Aurora municipal court as having ~~either an aggressive animal or a~~ potentially dangerous animal, as a condition of returning the ~~aggressive animal or~~ potentially dangerous animal to the owner, the court shall order the owner:

(1) To apply for ~~an a~~ potentially dangerous animal permit within five (5) business days of the date of a conviction, and maintain and comply with the conditions of the permit and this section at all times, until the court waives the ~~aggressive animal or~~ potentially dangerous animal determination;

(2) Not permit the ~~aggressive or~~ potentially dangerous animal to run at large or leave the owner's property unless the animal is securely leashed and muzzled; and

(3) To spay or neuter the ~~aggressive or~~ potentially dangerous animal and provide proof of sterilization to the Aurora animal services division within fourteen (14) calendar days of the court's order.

In addition to any other penalty or condition imposed by the court for violating this section, the court may revoke the ~~aggressive or~~ potentially dangerous animal permit and order the surrender of the animal to the Aurora animal services division if the court finds sufficient evidence the owner has not complied with all the conditions or restrictions ordered by the court or has otherwise violated any other provision of Chapter 14. The owner of an animal ordered surrendered to the Aurora animal services division is subject to the surrender requirements as provided in section 14-4.

(g) *Waiver of the ~~Aggressive Animal or Potentially Dangerous Animal~~ Determination.* The owner of ~~an aggressive animal or a~~ potentially dangerous animal may apply to the Aurora animal services division manager to have the declaration waived after two (2) years upon meeting the following conditions:

- (1) The owner of the ~~aggressive animal~~ or potentially dangerous animal has not been convicted of violating any provision of Chapter 14, other than one conviction of keeping barking dogs, for the previous two (2) years; and
- (2) The owner of the ~~aggressive animal~~ or potentially dangerous animal has complied with all the court-ordered provisions, the provisions of this section, and the provisions of the ~~aggressive or potentially dangerous animal~~ permit for the previous two (2) years; and
- (3) The owner provides proof to the Aurora animal services division manager of successful completion of a behavior modification program administered by a certified pet dog trainer, certified dog behavior consultant, or veterinary behaviorist, certified through the American College of Veterinary Behaviorists or equivalent training.

The Aurora animal services division manager shall forward the waiver request to the Aurora municipal court for a hearing to waive or rescind the ~~aggressive animal~~ or potentially dangerous animal declaration.

- (j) ~~*Aggressive Animal, Potentially Dangerous Animal Permit and Dangerous Animal Permit.*~~ In addition to the conditions listed by this section for such permit, applications for ~~an aggressive animal~~ or a potentially dangerous animal permit and a dangerous animal permit shall include:

- (1) The name and address of the applicant and of the owner of the animal and the names and address of two (2) persons who may be contacted in the case of an emergency.
- (2) An accurate description of the animal for which the permit is requested.
- (3) The address or place where the animal will be located together with the property owner's written consent or authorization to permit the animal on the property.
- (4) A permit fee. In addition to the license fees provided by this Chapter, the owner of ~~an aggressive animal~~, a potentially dangerous animal or dangerous animal shall pay an annual permit fee. The permit fee shall be established by the city manager in accordance with section 2-587.
- (5) The microchip number of the animal.
- (6) Proof that the animal has a current rabies vaccination.
- (7) Such other information as required by the Aurora animal services division.

- (k) *Continuation of Declaration.* Any animal that has been declared aggressive, potentially dangerous, or dangerous, or similar definition by any jurisdiction, shall be subject to the provisions of this ordinance. The person moving into the city owning any animal designated as aggressive, potentially dangerous, or dangerous, by any jurisdiction other than the city, shall notify the Aurora animal services division of the animal's address and the conditions of maintaining the animal

ordered by a court within ~~10~~ **ten (10)** calendar days of moving the animal into the city. The restrictions and conditions imposed by any other jurisdiction for maintaining an aggressive, potentially dangerous, or dangerous animal shall remain in effect and in the event of a conflict between the provisions of this section and the provisions of the other jurisdiction's restrictions or conditions, the more restrictive provision shall control.

- (n) *Immediate euthanasia.* Nothing in this chapter shall be construed to prevent the immediate euthanasia by an animal care protection officer or a police officer of any ~~aggressive~~ **potentially dangerous** or dangerous animal when less drastic methods are not available or effective and when an animal care protection officer, a police officer or the animal's owner is unable to promptly and effectively restrain or control the animal.

Section 3. That subsection 14-8(a)(8) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Sec. 14-8. - Keeping wild, exotic or dangerous animals or livestock.

- (a) *Prohibited.* It shall be unlawful for any person to own, possess, harbor, sell or in any other manner traffic in the following species of animals:

(8) Foxes, wolves, ~~wolf hybrids~~, coyotes, or other species of canines other than dogs. ~~For purposes of this section "wolf hybrid" means the offspring of a wolf (canis lupus) and a domestic dog (canis lupus familiaris) as determined by any percentage of wolf (canis lupus) in the animal's DNA test.~~

Section 4. That section 14-10 of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Sec. 14-10. - Damage to property.

Any animal owner whose animal, whether or not running at large, destroys, damages or injures any shrubbery, plants, flowers, grass, lawn, fence or anything whatsoever upon any public property or upon any private property shall be in violation of this. **An animal urinating or defecating on the items listed above is not enough to destroy, damage or injure under this section.** Any animal running at large struck by a vehicle and causing damage to such vehicle may be charged with violating this section.

Section 5. That subsection 14-12(1) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Sec. 14-12. - Public nuisance.

Under this chapter, it shall be unlawful for any person to cause or constitute a public nuisance or to knowingly permit, encourage or unreasonably fail to prevent such nuisances. Nuisance, for purposes of this section, shall be deemed to be but not limited to:

- (1) Any continuous and habitual violation of any section within this chapter. Factors to be considered may be but are not limited to a minimum of two convictions **of the same ordinance or three convictions of any of the ordinances** ~~for violations of this chapter~~ within a twelve month period, degree of aggravation or failure of the owner to take reasonable corrective action for any violation or all violations for which documentation exists.

Section 6. The City hereby repeals section 14-16 of the City Code of the City of Aurora, Colorado, pertaining to restitution:

~~Sec. 14-16—Restitution.~~

~~All restitution paid, whether ordered paid by the court or otherwise authorized or imposed by this chapter without a court order, shall go to the Aurora animal services division's gifts and grants fund.~~

Section 7. That section 14-73 of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Sec. 14-73. - Reckless Dog Owner.

- (a) Any person convicted of:
 - (1) A conviction of section 14-6, 14-7, 14-8, 14-12, 14-13, 14-71, or 14-75 of Chapter 14 of the City Code three (3) or more times in a twenty-four (24) month period; or
 - (2) A conviction of section 14-9, when the conviction is failing to remove the excrement in a kennel an animal is living in.
 - (3) A conviction of section 14-7, Keeping **aggressive**, potentially dangerous, ~~aggressive~~, or dangerous animals, two (2) or more times in any five (5) year period shall be declared a reckless dog owner.
- (b) If the Aurora municipal court determines an owner is a reckless dog owner, the court shall order the city licenses and permits of all dogs owned by the reckless dog owner to be revoked and shall order the owner not to own, keep, care-for, hold, possess, harbor, or maintain any dog for a period of one (1) year from the date of the declaration.

Section 8. That section 14-102(d) of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Sec. 14-102. - Shelter-neuter-return (SNR) program.

- (d) A community cat received by the Aurora animal services division under the provision of this section is exempt from the ~~six-day~~ **five-day** impound hold requirement of section 14-4 to better ensure the cat is assimilated back into the community cat colony.

Section 9. 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 10. 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 11. All acts, orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this ____ day of _____, 2022.


PASSED AND ORDERED PUBLISHED this _____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:



ANGELA L. GARCIA, Senior Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FINDING A PETITION FOR ANNEXATION OF A CERTAIN PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 65 WEST, AND THE EAST HALF OF SECTION 25, TOWNSHIP 3 SOUTH, RAN

Item Initiator: Jacob Cox, Manager of Development Assistance

Staff Source/Legal Source: Jacob Cox, Manager of Development Assistance / Brian Rulla, Assistant City Attorney

Outside Speaker: Jack E. Reutzel, Fairfield and Woods, P.C.

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: 2/28/2022

ITEM DETAILS:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FINDING A PETITION FOR ANNEXATION OF A CERTAIN PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 65 WEST, AND THE EAST HALF OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, TO BE IN SUBSTANTIAL COMPLIANCE WITH SECTION 31-12-107(1), C.R.S., AND GIVING NOTICE OF A PUBLIC HEARING ON THE PROPOSED ANNEXATION (Aurora Highlands Hospital Annexation) 6.097 ACRES

Staff Source: Jacob Cox, Manager of Development Assistance / Brian Rulla, Assistant City Attorney
Outside Speaker: Jack E. Reutzel, Fairfield and Woods, P.C.
Estimated Presentation/Discussion time: 5/10 minutes.

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

- | | |
|---------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input checked="" type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration | |
- Reason for waiver is described in the Item Details field.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

- | | |
|-----------------------------------------------------------|---------------------------------------------------------|
| <input type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |
| <input type="checkbox"/> Minutes Attached | <input type="checkbox"/> 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 City Council has adopted the Aurora Places Comprehensive Plan to guide future growth and development within the city. This plan has established the City's Annexation Area which is the boundary within which the City will consider annexation requests. (see attached Annexation Boundary map)

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

A petition for annexation was filed with the City Clerk for annexation of a 6.097-acre parcel owned by Aurora Highlands LLC. This parcel is located generally east of E-470 and north of 26th Avenue along Gun Club Road Right of Way (ROW) (see attached vicinity map).

The parcel falls within the City's Annexation Boundary and meets contiguity requirements (see attached annexation map). This parcel will be integrated into the approved The Aurora Highlands Master Plan.

The Initial Zoning Ordinance will be presented to City Council concurrently with the Annexation Ordinance. The initial zoning shall follow the City's Comprehensive Plan and will be zoned MU-R (Mixed-Use Regional District).

The annexation process follows state law, and this annexation will be considered over three City Council meetings. Consideration of this resolution is item #1 listed below:

- 1) City Council considers approval of a Resolution making a finding that the Petition is in substantial compliance with statutory requirements and sets the Public Hearing date.
- 2) City Council conducts the Public Hearing, considers approval of a Resolution making a finding that the land is eligible for annexation, and considers Introduction of the Annexation Ordinance.
- 3) City Council considers the Annexation Ordinance on final reading and the Annexation Agreement will be presented for Council consideration.

QUESTIONS FOR COUNCIL

Does City Council wish to approve the resolution as proposed and set the date for a public hearing on the proposed annexation?

LEGAL COMMENTS

According to the Colorado Municipal Annexation Act, a resolution is necessary to make a finding that the petition is compliance with Section 31-12-107(1). The resolution also establishes a date for a public hearing on the proposed annexation. The hearing is scheduled for April 11, 2022.

A petition is in substantial compliance if it is filed with the City Clerk and contains the following:

- 1) an allegation that it is desirable and necessary that the area be annexed

- 2) an allegation that the required contiguity exists
- 3) an allegation that the signers of the petition comprise more than 50 percent of the owners owning more than 50 percent of the property
- 4) a request that the City approve the annexation of the area proposed
- 5) a signature and address of the landowner
- 6) a legal description of the land owned
- 7) date of signature
- 8) an affidavit of the circulator of the petition
- 9) four copies of the annexation map.

This petition complies with the statutory requirements. (Rulla).

PUBLIC FINANCIAL IMPACT

☒ YES ☐ NO

If yes, explain: Annexation obligates the City to provide municipal services and utilities upon development. The fiscal impact of this development will be offset by various development fees paid at time of development, as well as future taxes generated by the expected development of commercial/industrial uses on this property.

PRIVATE FISCAL IMPACT

☐ Not Applicable ☒ Significant ☐ Nominal

If Significant or Nominal, explain: Annexation and connection to the City's utility system will permit the property to develop more efficiently than would be possible in Adams County.

RESOLUTION NO. R2022____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FINDING A PETITION FOR ANNEXATION OF A CERTAIN PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 65 WEST, AND THE EAST HALF OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, TO BE IN SUBSTANTIAL COMPLIANCE WITH SECTION 31-12-107(1), C.R.S., AND GIVING NOTICE OF A PUBLIC HEARING ON THE PROPOSED ANNEXATION (Aurora Highlands Hospital Annexation) 6.097 ACRES.

WHEREAS, a petition for annexation of a certain parcels of land, described herein in Exhibit A attached hereto, has been filed with the City Clerk of the City of Aurora, Colorado (the “City”); and

WHEREAS, the petition has been referred to the City Council of the City for a determination of substantial compliance with requirements of Section 31-12-107(1), C.R.S.; and

WHEREAS, the City Council has been advised by staff, and has taken official notice of all maps, records, and other information and materials on file with the City regarding said petition.

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

Section 1. The petition for annexation of certain land more particularly described in Exhibit A, attached hereto and incorporated herein, is hereby determined to be in substantial compliance with Section 31-12-107(1), C.R.S.

Section 2. The City Council shall hold a public hearing on the proposed annexation on April 11, 2022, at 6:30 p.m., in the City Council Chambers, Aurora Municipal Center, 15151 East Alameda Parkway, Aurora, Colorado, or, if the hearing is not held in person, then by such telephonic or electronic means accessed as described on the City’s website Auroragov.org, to determine if the proposed annexation complies with Sections 31-12-104 and 31-12-105, C.R.S., or such parts thereof as may be required to establish eligibility for annexation.

Section 3. The City Clerk is hereby directed to publish this Resolution and a Notice of Public Hearing once each week for four consecutive weeks in a newspaper of general circulation in the area proposed to be annexed.

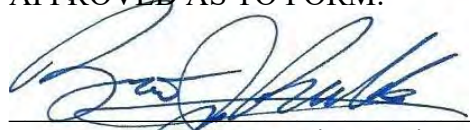
RESOLVED AND PASSED this _____ day of _____, 2022.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

 RLA

BRIAN J. RULLA, Assistant City Attorney

Exhibit A

(Legal description of property to be annexed)

A PARCEL OF LAND BEING A PORTION OF RESOLUTION ACCEPTING WARRANTY DEED RECORDED OCTOBER 27, 1983 IN BOOK 2804, AT PAGE 814, A PORTION OF RESOLUTION ACCEPTING WARRANTY DEED RECORDED OCTOBER 27, 1983 IN BOOK 2804, AT PAGE 817, A PORTION OF RESOLUTION ACCEPTING WARRANTY DEED RECORDED OCTOBER 27, 1983 IN BOOK 2804, AT PAGE 820, ALL THOSE CERTAIN PORTIONS OF SPECIAL WARRANTY DEED RECORDED DECEMBER 29, 2021 AT RECEPTION NO. 2021000150892, ALL IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF ADAMS, STATE OF COLORADO, LYING WITHIN THE WEST HALF OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 65 WEST, AND THE EAST HALF OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH SIXTEENTH CORNER OF SAID SECTIONS 25 AND 30, WHENCE THE WEST LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 30 BEARS SOUTH 00°13'45" EAST, A DISTANCE OF 1,324.09 FEET;

THENCE ALONG THE SOUTH LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 30, AND ALONG THE SOUTHERLY BOUNDARY OF ORDINANCE NO. 85-188 RECORDED IN BOOK 3132, AT PAGE 642, IN SAID OFFICIAL RECORDS, NORTH 89°23'15" EAST, A DISTANCE OF 72.24 FEET TO THE WESTERLY BOUNDARY OF ORDINANCE NO. 18-028 RECORDED AT RECEPTION NO. 2018000080162, AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2,221.84 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 86°38'41" EAST;

THENCE ALONG THE BOUNDARIES OF SAID ORDINANCE NO. 18-028 THE FOLLOWING FIVE (5) COURSES:

1. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°20'36", AN ARC LENGTH OF 129.65 FEET;
2. NON-TANGENT TO SAID CURVE, SOUTH 00°00'02" EAST, A DISTANCE OF 194.12 FEET;
3. NORTH 89°59'58" WEST, A DISTANCE OF 97.14 FEET;
4. SOUTH 00°13'45" EAST, A DISTANCE OF 2,804.05 FEET;

5. NORTH 89°46'06" EAST, A DISTANCE OF 60.00 FEET TO THE NORTHWEST CORNER OF E-470 PARCEL NO. TK-104 AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED AUGUST 1, 1996, IN BOOK 4807, PAGE 545;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID LAST DESCRIBED PARCEL NO. TK-104, SOUTH 00°13'45" EAST, A DISTANCE OF 175.57 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL NO. TK-104;

THENCE SOUTH 89°31'40" WEST, A DISTANCE OF 30.00 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 30;

THENCE ALONG SAID LAST DESCRIBED WEST LINE, SOUTH 00°13'45" EAST, A DISTANCE OF 15.41 FEET;

THENCE DEPARTING SAID LAST DESCRIBED WEST LINE, NORTH 89°37'52" EAST, A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER WESTERLY BOUNDARY OF E-470 PARCEL NO. TK-103 AS DESCRIBED IN RULE AND ORDER RECORDED MAY 14, 1997, IN BOOK 5006, PAGE 30;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID PARCEL TK-103, SOUTH 00°13'45" EAST, A DISTANCE OF 614.30 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL TK-103;

THENCE ALONG THE SOUTHERLY AND WESTERLY BOUNDARY OF SAID SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2021000150892 THE FOLLOWING FIVE (5) COURSES:

1. SOUTH 89°37'52" WEST, A DISTANCE OF 40.00 FEET TO THE WEST LINE OF THE SAID SOUTHWEST QUARTER;
2. DEPARTING SAID WEST LINE, SOUTH 89°30'26" WEST, A DISTANCE OF 81.10 FEET;
3. NORTH 00°00'00" EAST, A DISTANCE OF 4,059.52 FEET;
4. NORTH 02°04'05" EAST, A DISTANCE OF 43.34 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1,679.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 85°30'00" EAST;
5. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°37'35", AN ARC LENGTH OF 223.49 FEET TO THE WESTERLY BOUNDARY OF SAID ORDINANCE NO. 85-188;

THENCE ALONG SAID LAST DESCRIBED WESTERLY BOUNDARY, SOUTH 00°13'45" EAST, A DISTANCE OF 381.12 FEET;

THENCE NORTH 89°32'27" EAST, A DISTANCE OF 30.00 FEET TO THE **POINT OF BEGINNING.**

CONTAINING AN AREA OF 6.097 ACRES, (265,596 SQUARE FEET), MORE OR LESS.

PETITION FOR ANNEXATION

TO: THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

The undersigned (the "Petitioners"), being the owners of more than fifty percent (50%) of the property proposed to be annexed, exclusive of public streets and alleys, which property is described in Exhibit A attached hereto and incorporated herein by this reference (the "Property") , hereby petitions the City Council (the "Council") of the City of Aurora, Colorado (the "City"), for annexation of the Property in accordance with the provisions of Title 31, Article 12, Part 1, C.R.S., as amended.

In support of this petition, the Petitioners state the following:

1. It is desirable and necessary that the Property be annexed to the City.
2. The requirements of Sections 31-12-104 and 31-12-105, C.R.S., exist or have been met:
 - a. Not less than one sixth (1/6) of the perimeter of the Property is contiguous with the existing boundaries of the City.
 - b. Contiguity with the City is not established by: (i) use of any boundary of an area: previously annexed to the City that, at the time of its annexation, was not contiguous at any point with the boundary of the City , was not otherwise in compliance with Section 31-12-104(1)(a), C.R.S., and was located more than three miles from the nearest boundary of the City ("Non-Contiguous Area"); or (ii) use of any boundary of territory subsequently annexed directly to, or indirectly connected through subsequent annexations to, a Non-Contiguous Area.
 - c. A community of interest exists between the Property and the City.
 - d. The Property is urban or will be urbanized in the near future.
 - e. The Property is integrated or is capable of being integrated with the City.
 - f. In establishing the boundaries of the Property, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, has been divided into separate parts or parcels without the written consent of the landowner unless separated by a dedicated street, road, or other public way.
 - g. No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, comprising twenty acres or more which, together with the buildings and improvements situated thereon, has a valuation for assessment in excess of \$200,000 for the preceding tax year has been included in the Property without the written consent of the landowner.
 - h. No annexation proceedings have been commenced for the annexation of all or any portion of the Property to another municipality.
 - i. The annexation of the Property shall not result in the detachment of area from any school district or the attachment of area to another school district.

- j. No portion of the Property is more than three miles in any direction from any point of the City boundary as such was established more than one year before this annexation will become effective.
- k. If a portion of a platted street or alley is to be annexed, the entire width of said street or alley is included within the boundaries of the Property.
- l. The Property is not presently a part of any incorporated town, city and county, or city.

3. The petitioners comprise more than fifty percent (50%) of the landowners owning more than fifty percent (50%) of the territory included in the area proposed to be annexed, exclusive of streets and alleys. A legal description of the land owned by each Petitioner is set forth in Exhibit B attached hereto and incorporated herein by this reference.

4. Accompanying this Petition are four copies of an annexation map showing the seal of a registered engineer or land surveyor, containing the following information:

- a. A written legal description of the boundaries of the Property;
- b. A showing of the boundary of the Property;
- c. A showing of the location of each ownership tract in unplatted land and, if part or all of the Property is platted, the boundaries and the plat numbers of plots or of lots and blocks;
- d. Next to the boundary of the Property, a drawing of the contiguous boundary of the City and any other municipality abutting the Property.

5. Accompanying this Petition is a copy of the Special Warranty Deed(s) for the non-tributary and not nontributary water within the Dawson-Arkose, Denver, Arapahoe, and Laramie-Fox Hills aquifers that lie beneath the Property. It is not required that the deed(s) be executed at the time of the Petition, but to the extent that the Petitioners do not deliver original executed Special Warranty Deeds for any said ground water underlying the Property, accompanying this Petition is an affidavit(s) stating that original executed deed(s) can and will be delivered to Aurora prior to approval of the annexation. An original executed Special Warranty Deed(s) for any and all said ground water underlying the Property will be delivered to Aurora prior to scheduling of the final reading and annexation approval before the City Council. To the extent Petitioners cannot deliver the original executed Special Warranty Deed(s) for the non-tributary and not non-tributary water within the Dawson-Arkose, Denver, Arapahoe, and Laramie-Fox Hills aquifers that lie beneath the Property, accompanying this Petition is an affidavit by Petitioners stating Petitioners' current knowledge of the ownership of said water. Prior to scheduling of the final reading and annexation approval before the City Council, Petitioners shall pay to the City the monetary value of that portion of said water beneath the Property not to be deeded to the City. Said deed(s) and monies paid to the City will be held in escrow to be returned to the Petitioners in the event the annexation is not approved by City Council.

6. Prior to the hearing before the City Council on whether to annex the Property, the Petitioners and the City shall have entered into an annexation agreement which shall govern and control the development of the Property within the City (the "Annexation Agreement"). Annexation of the Property shall be conditioned upon the City Council's approval of the Annexation Agreement. Upon the effective date of the ordinance annexing the Property and approving the Annexation Agreement ("Annexation Ordinance"), the Property shall be subject to all of the terms and provisions of the Annexation Agreement.

7. In the event that an Annexation Agreement satisfactory to both the Petitioners and the City is not agreed to on or before the date of the second reading of the Annexation Ordinance, the Petitioners shall have the right to withdraw this Petition at their option and this Petition shall be deemed to be null and void as of the date of this Petition and of no force and effect as if it had never been executed and filed with the City. In such event, no filing fees shall be refunded to the Petitioners by the City.

8. No vested rights to use or develop the Property in any particular way, as defined in Section 24-68-101, et seq., C.R.S., have been requested by the Petitioners from any governmental entity, other than those requested and included in the Annexation Agreement.

9. The Petitioners signed this Petition no more than one hundred eighty (180) days prior to the date of filing.

10. The Petitioners shall pay all fees and costs incurred by the City in processing this Petition through the annexation hearing before the City Council.

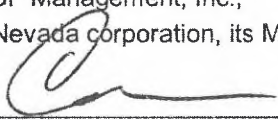
11. Except as modified by the terms and provisions of the Annexation Agreement, upon the effective date of the Annexation Ordinance, the Property shall become subject to the Charter and all ordinances, resolutions, rules, and regulations of the City, except for general property taxes of the City which shall become effective on January 1 of the next succeeding year following the effective date of the Annexation Ordinance.

12. The Petitioners acknowledge that, upon the effective date of the Annexation Ordinance and subject to the terms and provisions of the Annexation Agreement, the Property, the owners thereof, and the uses thereon shall be subject to all taxes and fees imposed by the City. The Property, the owners thereof, and the uses thereon are also bound by any taxes imposed and voter authorization obtained pursuant to Article X, Section 20 of the Colorado Constitution prior to the annexation of the Property. The Petitioners hereby waive any claims they may have under Article X, Section 20 of the Colorado Constitution related to such taxes and voter authorization.

WHEREFORE, the Petitioners respectfully request that the City Council approve the annexation of the Property.

Petitioner: Aurora Highlands, LLC,
a Nevada limited liability company

By: CGF Management, Inc.,
a Nevada corporation, its Manager




Carlo G. Ferreira, President

Mailing Address: 250 Pilot Road, Suite 150
Las Vegas, NV 89119

Date of Signature: February 11, 2022

Petitioner: NE Denver/ Highlands, LLC,
a Colorado limited liability company

By: Portercare Adventist Health System
a Colorado non-profit corporation
its sole member


By: Kris Ordelheide
Its: Assistant Secretary

Mailing Address: 9100 E. Mineral Circle
Centennial, CO 80122

Date of Signature: 2/10/2022

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF RESOLUTION ACCEPTING WARRANTY DEED RECORDED OCTOBER 27, 1983 IN BOOK 2804, AT PAGE 814, A PORTION OF RESOLUTION ACCEPTING WARRANTY DEED RECORDED OCTOBER 27, 1983 IN BOOK 2804, AT PAGE 817, A PORTION OF RESOLUTION ACCEPTING WARRANTY DEED RECORDED OCTOBER 27, 1983 IN BOOK 2804, AT PAGE 820, ALL THOSE CERTAIN PORTIONS OF SPECIAL WARRANTY DEED RECORDED DECEMBER 29, 2021 AT RECEPTION NO. 2021000150892, ALL IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF ADAMS, STATE OF COLORADO, LYING WITHIN THE WEST HALF OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 65 WEST, AND THE EAST HALF OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH SIXTEENTH CORNER OF SAID SECTIONS 25 AND 30, WHENCE THE WEST LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 30 BEARS SOUTH 00°13'45" EAST, A DISTANCE OF 1,324.09 FEET;

THENCE ALONG THE SOUTH LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 30, AND ALONG THE SOUTHERLY BOUNDARY OF ORDINANCE NO. 85-188 RECORDED IN BOOK 3132, AT PAGE 642, IN SAID OFFICIAL RECORDS, NORTH 89°23'15" EAST, A DISTANCE OF 72.24 FEET TO THE WESTERLY BOUNDARY OF ORDINANCE NO. 18-028 RECORDED AT RECEPTION NO. 2018000080162, AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2,221.84 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 86°38'41" EAST;

THENCE ALONG THE BOUNDARIES OF SAID ORDINANCE NO. 18-028 THE FOLLOWING FIVE (5) COURSES:

1. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°20'36", AN ARC LENGTH OF 129.65 FEET;
2. NON-TANGENT TO SAID CURVE, SOUTH 00°00'02" EAST, A DISTANCE OF 194.12 FEET;
3. NORTH 89°59'58" WEST, A DISTANCE OF 97.14 FEET;
4. SOUTH 00°13'45" EAST, A DISTANCE OF 2,804.05 FEET;
5. NORTH 89°46'06" EAST, A DISTANCE OF 60.00 FEET TO THE NORTHWEST CORNER OF E-470 PARCEL NO. TK-104 AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED AUGUST 1, 1996, IN BOOK 4807, PAGE 545;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID LAST DESCRIBED PARCEL NO. TK-104, SOUTH 00°13'45" EAST, A DISTANCE OF 175.57 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL NO. TK-104;

THENCE SOUTH 89°31'40" WEST, A DISTANCE OF 30.00 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 30;

THENCE ALONG SAID LAST DESCRIBED WEST LINE, SOUTH 00°13'45" EAST, A DISTANCE OF 15.41 FEET;

THENCE DEPARTING SAID LAST DESCRIBED WEST LINE, NORTH 89°37'52" EAST, A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER WESTERLY BOUNDARY OF E-470 PARCEL NO. TK-103 AS DESCRIBED IN RULE AND ORDER RECORDED MAY 14, 1997, IN BOOK 5006, PAGE 30;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID PARCEL TK-103, SOUTH 00°13'45" EAST, A DISTANCE OF 614.30 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL TK-103;

THENCE ALONG THE SOUTHERLY AND WESTERLY BOUNDARY OF SAID SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2021000150892 THE FOLLOWING FIVE (5) COURSES:

1. SOUTH 89°37'52" WEST, A DISTANCE OF 40.00 FEET TO THE WEST LINE OF THE SAID SOUTHWEST QUARTER;
2. DEPARTING SAID WEST LINE, SOUTH 89°30'26" WEST, A DISTANCE OF 81.10 FEET;
3. NORTH 00°00'00" EAST, A DISTANCE OF 4,059.52 FEET;
4. NORTH 02°04'05" EAST, A DISTANCE OF 43.34 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1,679.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 85°30'00" EAST;
5. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°37'35", AN ARC LENGTH OF 223.49 FEET TO THE WESTERLY BOUNDARY OF SAID ORDINANCE NO. 85-188;

THENCE ALONG SAID LAST DESCRIBED WESTERLY BOUNDARY, SOUTH 00°13'45" EAST, A DISTANCE OF 381.12 FEET;

THENCE NORTH 89°32'27" EAST, A DISTANCE OF 30.00 FEET TO THE **POINT OF BEGINNING.**

CONTAINING AN AREA OF 6.097 ACRES, (265,596 SQUARE FEET), MORE OR LESS.

BRADY J. MOORHEAD, PLS 38668
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

Exhibit B

Land Owned by Petitioner

Name of Owner: Aurora Highlands, LLC
Address of owner: 250 Pilot Road, Suite 150
Las Vegas, NV 89119

Legal description of land owned by owner/Petitioner Aurora Highlands, LLC:

TWO PARCELS OF LAND BEING THOSE CERTAIN PORTIONS OF SPECIAL WARRANTY DEED RECORDED DECEMBER 29, 2021 AT RECEPTION NO. 2021000150892, ALL IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF ADAMS, STATE OF COLORADO, LYING WITHIN THE WEST HALF OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 65 WEST, AND THE EAST HALF OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A

A PARCEL OF LAND BEING A PORTION OF SPECIAL WARRANTY DEED RECORDED DECEMBER 29, 2021, AT RECEPTION NO. 2021000150892 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF ADAMS, STATE OF COLORADO, LYING WITHIN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE ON THE WESTERLY BOUNDARY OF SAID SPECIAL WARRANTY DEED, SHOWN AS HAVING A BEARING AND DISTANCE OF NORTH 00°00'00" EAST, A DISTANCE OF 1,751.62 FEET, WITH ALL BEARINGS HEREON REFERENCED TO THIS LINE;

THENCE NORTH 02°04'05" EAST, A DISTANCE OF 43.34 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1,679.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 85°30'00" EAST;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°37'35", AN ARC LENGTH OF 223.49 FEET TO THE WESTERLY RIGHT-OF-WAY OF GUN CLUB ROAD AS DESCRIBED IN RESOLUTION ACCEPTING WARRANTY DEED RECORDED OCTOBER 27, 1983, IN BOOK 2804, AT PAGE 814, IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 00°13'45" EAST, A DISTANCE OF 249.00 FEET TO THE NORTHERLY BOUNDARY OF SPECIAL WARRANTY DEED RECORDED JANUARY 4, 2022, AT RECEPTION NO. 2022000000091, IN SAID OFFICIAL RECORDS;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY ALONG SAID NORTHERLY BOUNDARY, SOUTH 66°18'46" WEST, A DISTANCE OF 38.05 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.125 ACRES, (5,426 SQUARE FEET), MORE OR LESS.

TOGETHER WITH,

PARCEL B

A PARCEL OF LAND BEING A PORTION OF SPECIAL WARRANTY DEED RECORDED DECEMBER 29, 2021, AT RECEPTION NO. 2021000150892 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF ADAMS, STATE OF COLORADO, LYING WITHIN THE EAST HALF OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST, AND THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SPECIAL WARRANTY DEED RECORDED JANUARY 4, 2022, AT RECEPTION NO. 2022000000091, IN SAID OFFICIAL RECORDS;

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID LAST DESCRIBED SPECIAL WARRANTY DEED, NORTH 90°00'00" EAST, A DISTANCE OF 39.17 FEET TO THE WESTERLY RIGHT-OF-WAY OF GUN CLUB ROAD AS DESCRIBED IN RESOLUTION ACCEPTING WARRANTY DEED RECORDED OCTOBER 27, 1983, IN BOOK 2804, AT PAGE 814, IN SAID OFFICIAL RECORDS;

THENCE DEPARTING SAID SOUTHERLY BOUNDARY, ALONG SAID LAST DESCRIBED WESTERLY RIGHT-OF-WAY, SOUTH 00°13'45" EAST, A DISTANCE OF 2,177.51 FEET TO THE WESTERLY PROLONGATION OF THE NORTHERLY BOUNDARY OF E-470 PUBLIC HIGHWAY AUTHORITY PARCEL TK-104 AS DESCRIBED IN BOOK 4807, PAGE 545, IN SAID OFFICIAL RECORDS;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY ALONG SAID WESTERLY PROLONGATION, NORTH 89°46'06" EAST, A DISTANCE OF 60.00 FEET TO THE NORTHWEST CORNER OF SAID E-470 PUBLIC HIGHWAY AUTHORITY PARCEL TK-104;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID E-470 PUBLIC HIGHWAY AUTHORITY PARCEL TK-104, SOUTH 00°13'45" EAST, A DISTANCE OF 175.57 FEET TO THE SOUTHWEST CORNER THEREOF;

THENCE SOUTH 89°31'40" WEST, A DISTANCE OF 30.00 FEET;

THENCE SOUTH 00°13'45" EAST, A DISTANCE OF 15.41 FEET;

THENCE NORTH 89°37'52" EAST, A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF E-470 PUBLIC HIGHWAY AUTHORITY PARCEL TK-103 AS DESCRIBED IN BOOK 5006, PAGE 30, IN SAID OFFICIAL RECORDS

THENCE ALONG THE WESTERLY BOUNDARY OF SAID E-470 PUBLIC HIGHWAY AUTHORITY PARCEL TK-103, SOUTH 00°13'45" EAST, A DISTANCE OF 614.30 FEET TO THE SOUTHWEST CORNER THEREOF, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2021000150892;

THENCE ALONG THE SOUTHERLY AND WESTERLY BOUNDARY OF SAID LAST DESCRIBED SPECIAL WARRANTY DEED THE FOLLOWING THREE (3) COURSES:

1. SOUTH 89°37'52" WEST, A DISTANCE OF 40.00 FEET;
2. SOUTH 89°30'26" WEST, A DISTANCE OF 81.10 FEET;
3. NORTH 00°00'00" EAST, A DISTANCE OF 2,983.47 FEET TO THE **POINT OF BEGINNING.**

CONTAINING AN AREA OF 4.331 ACRES, (188,655 SQUARE FEET), MORE OR LESS.

CONTAINING A COMBINED AREA OF 4.456 ACRES, (194,081 SQUARE FEET), MORE OR LESS.

ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

BRADY J. MOORHEAD, PLS 38668
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

Name of Owner: NE Denver/Highlands, LLC

Address of owner: 9100 East Mineral Circle
Centennial, CO 80112

Legal description of land owned by Petitioner NE Denver/ Highlands, LLC:

A PARCEL OF LAND BEING A PORTION OF SPECIAL WARRANTY DEED RECORDED JANUARY 4, 2022 AT RECEPTION NO. 2022000000091 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF ADAMS, STATE OF COLORADO, LYING WITHIN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 65 WEST, AND THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH SIXTEENTH CORNER OF SAID SECTIONS 25 AND 30, WHENCE THE WEST LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 30 BEARS SOUTH 00°13'45" EAST, A DISTANCE OF 1,324.09 FEET;

THENCE ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 30, AND ALONG THE SOUTHERLY BOUNDARY OF ORDINANCE NO. 85-188 RECORDED IN BOOK 3132, AT PAGE 642, IN SAID OFFICIAL RECORDS, NORTH 89°23'15" EAST, A DISTANCE OF 72.24 FEET TO THE WESTERLY BOUNDARY OF ORDINANCE NO. 18-028 RECORDED AT RECEPTION NO. 2018000080162, AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2,221.84 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 86°38'41" EAST;

THENCE ALONG SAID WESTERLY AND NORTHERLY BOUNDARY OF SAID ORDINANCE NO. 18-028 THE FOLLOWING THREE (3) COURSES:

1. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°20'36", AN ARC LENGTH OF 129.65 FEET;
2. SOUTH 00°00'02" EAST, A DISTANCE OF 194.12 FEET;
3. ALONG SAID NORTHERLY BOUNDARY AND THE WESTERLY PROLONGATION THEREOF, NORTH 89°59'58" WEST, A DISTANCE OF 97.14 FEET TO THE WESTERLY RIGHT-OF-WAY OF GUN CLUB ROAD AS DESCRIBED IN SAID BOOK 2804, PAGE 814;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 00°13'45" EAST, A DISTANCE OF 626.54 FEET TO THE SOUTHERLY BOUNDARY OF SAID SPECIAL WARRANTY DEED;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY ALONG SAID SOUTHERLY BOUNDARY AND THE WESTERLY AND NORTHERLY BOUNDARY THEREOF THE FOLLOWING THREE (3) COURSES:

1. NORTH 90°00'00" WEST, A DISTANCE OF 39.17 FEET;
2. NORTH 00°00'00" EAST, A DISTANCE OF 1,066.05 FEET;
3. NORTH 66°18'46" EAST, A DISTANCE OF 38.05 FEET TO SAID WESTERLY RIGHT-OF-WAY;

THENCE DEPARTING SAID NORTHERLY BOUNDARY ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 00°13'45" EAST, A DISTANCE OF 132.00 FEET;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, NORTH 89°46'15" EAST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 1.642 ACRES, (71,517 SQUARE FEET), MORE OR LESS.

ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

BRADY J. MOORHEAD, PLS 38668

COLORADO LICENSED PROFESSIONAL LAND SURVEYOR

FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

300 E. MINERAL AVENUE, SUITE 1

LITTLETON, CO 80122

AFFIDAVIT OF CIRCULATOR

The undersigned, being of lawful age, being first duly sworn upon oath, deposes and says:

That (he or she) was the circulator of the foregoing Petition for Annexation of lands to the City of Aurora, Colorado, consisting of Twelve (12) pages, including this page, and that the signature thereon was witnessed by your affiant and is the true signature of the person whose name it purports to be.

Name

Please Print

Rita Connerly 
(Signature)

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

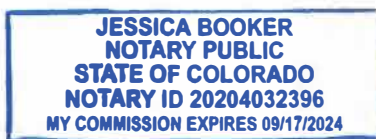
The foregoing Affidavit of Circulator was subscribed and affirmed before me this 11 day of February, 2022.

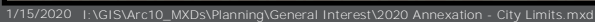
Witness my hand and official seal.

Jessica Baker
Notary Public

[S E A L]

My commission expires: 9/17/2024





ANNEXATION MAP

LOCATED IN THE WEST HALF OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 65 WEST, AND THE EAST
HALF OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO
SHEET 1 OF 2

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF RESOLUTION ACCEPTING WARRANTY DEED RECORDED OCTOBER 27, 1983 IN BOOK 2804, AT PAGE 814, A PORTION OF RESOLUTION ACCEPTING WARRANTY DEED RECORDED OCTOBER 27, 1983 IN BOOK 2804, AT PAGE 817, A PORTION OF RESOLUTION ACCEPTING WARRANTY DEED RECORDED OCTOBER 27, 1983 IN BOOK 2804, AT PAGE 820, ALL THOSE CERTAIN PORTIONS OF SPECIAL WARRANTY DEED RECORDED DECEMBER 29, 2021 AT RECEPTION NO. 2021000150892, ALL IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF ADAMS, STATE OF COLORADO, LYING WITHIN THE WEST HALF OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 65 WEST, AND THE EAST HALF OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH SIXTEENTH CORNER OF SAID SECTIONS 25 AND 30, WHENCE THE WEST LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 30 BEARS SOUTH 00°13'45" EAST, A DISTANCE OF 1,324.09 FEET;

THENCE ALONG THE SOUTH LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 30, AND ALONG THE SOUTHERLY BOUNDARY OF ORDINANCE NO. 85-188 RECORDED IN BOOK 3132, AT PAGE 642, IN SAID OFFICIAL RECORDS, NORTH 89°23'15" EAST, A DISTANCE OF 72.24 FEET TO THE WESTERLY BOUNDARY OF ORDINANCE NO. 18-028 RECORDED AT RECEPTION NO. 2018000080162, AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2,221.84 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 86°38'41" EAST;

THENCE ALONG THE BOUNDARIES OF SAID ORDINANCE NO. 18-028 THE FOLLOWING FIVE (5) COURSES:

- SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°20'36", AN ARC LENGTH OF 129.65 FEET;
- SOUTH 00°00'02" EAST, A DISTANCE OF 194.12 FEET;
- NORTH 89°59'58" WEST, A DISTANCE OF 97.14 FEET;
- SOUTH 00°13'45" EAST, A DISTANCE OF 2,804.05 FEET;
- NORTH 89°46'06" EAST, A DISTANCE OF 60.00 FEET TO THE NORTHWEST CORNER OF E-470 PARCEL NO. TK-104 AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED AUGUST 1, 1996, IN BOOK 4807, PAGE 545;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID LAST DESCRIBED PARCEL NO. TK-104, SOUTH 00°13'45" EAST, A DISTANCE OF 175.57 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL NO. TK-104;

THENCE SOUTH 89°31'40" WEST, A DISTANCE OF 30.00 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 30;

THENCE ALONG SAID LAST DESCRIBED WEST LINE, SOUTH 00°13'45" EAST, A DISTANCE OF 15.41 FEET;

THENCE DEPARTING SAID LAST DESCRIBED WEST LINE, NORTH 89°37'52" EAST, A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER WESTERLY BOUNDARY OF E-470 PARCEL NO. TK-103 AS DESCRIBED IN RULE AND ORDER RECORDED MAY 14, 1997, IN BOOK 5006, PAGE 30;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID PARCEL TK-103, SOUTH 00°13'45" EAST, A DISTANCE OF 614.30 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL TK-103;

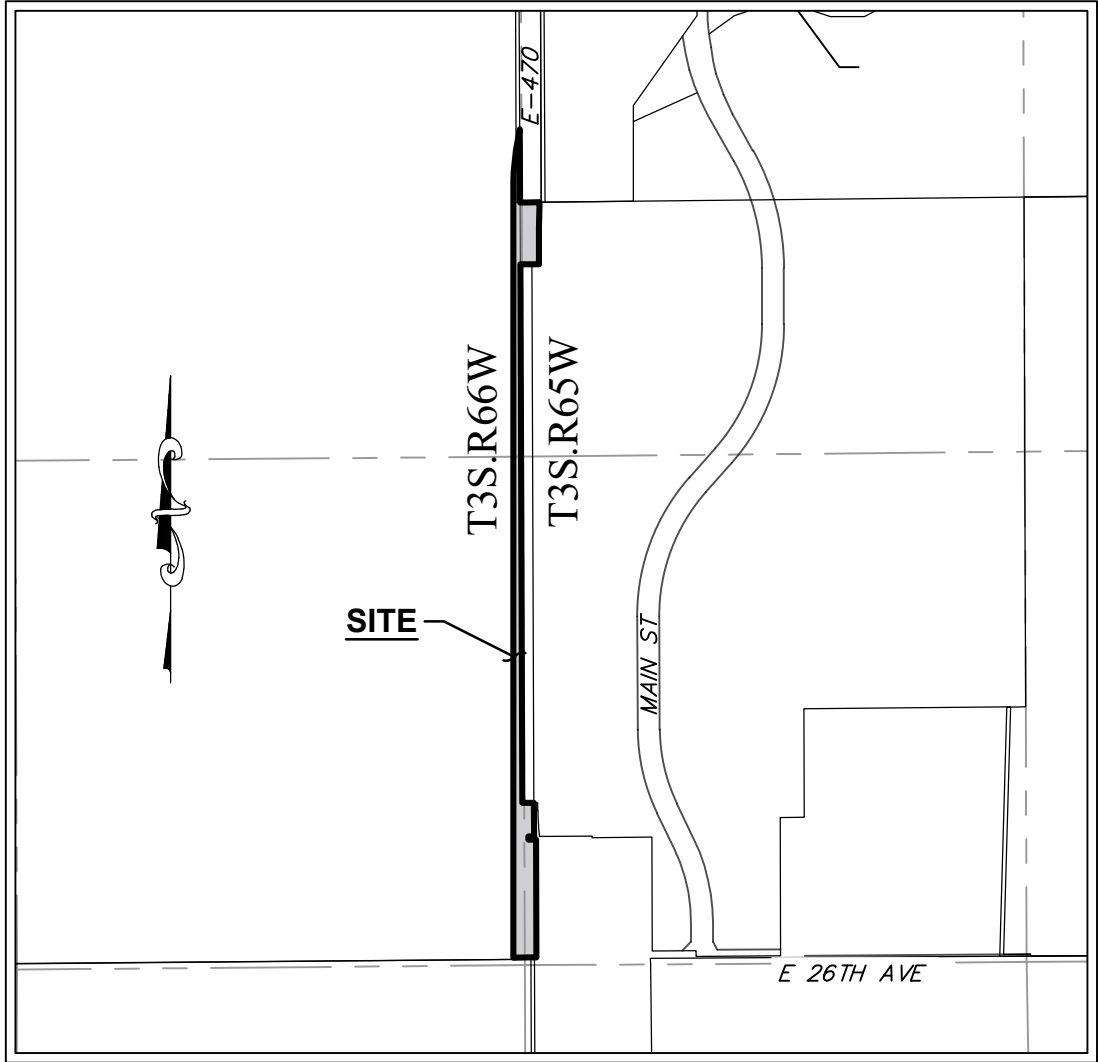
THENCE ALONG THE SOUTHERLY AND WESTERLY BOUNDARY OF SAID SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2021000150892 THE FOLLOWING FIVE (5) COURSES:

- SOUTH 89°37'52" WEST, A DISTANCE OF 40.00 FEET TO THE WEST LINE OF THE SAID SOUTHWEST QUARTER;
- DEPARTING SAID WEST LINE, SOUTH 89°30'26" WEST, A DISTANCE OF 81.10 FEET;
- NORTH 00°00'00" EAST, A DISTANCE OF 4,059.52 FEET;
- NORTH 02°04'05" EAST, A DISTANCE OF 43.34 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1,679.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 85°30'00" EAST;
- NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°37'35", AN ARC LENGTH OF 223.49 FEET TO THE WESTERLY BOUNDARY OF SAID ORDINANCE NO. 85-188;

THENCE ALONG SAID LAST DESCRIBED WESTERLY BOUNDARY, SOUTH 00°13'45" EAST, A DISTANCE OF 381.12 FEET;

THENCE NORTH 89°32'27" EAST, A DISTANCE OF 30.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 6.097 ACRES, (265,596 SQUARE FEET), MORE OR LESS.



VICINITY MAP
SCALE: 1" = 1000'

GENERAL NOTES

- BASIS OF BEARINGS: WEST LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 30 BEARS SOUTH 00°13'45" EAST, A DISTANCE OF 1,324.09 FEET.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY AZTEC CONSULTANTS, INC., TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. A TITLE COMMITMENT COVERING THIS PROPERTY WAS NOT PROVIDED BY THE CLIENT.
- DISTANCES ON THIS ANNEXATION PLAT ARE GROUND DISTANCES EXPRESSED IN U.S. SURVEY FEET.
- THIS MAP IS FOR ANNEXATION PURPOSES ONLY, NO MONUMENTS WERE SET.

CONTIGUITY INFORMATION

- 3,768.44 FEET — CONTIGUOUS PERIMETER TO PRESENT AURORA CITY LIMITS
- 9,081.14 FEET — TOTAL PARCEL PERIMETER = 9,081.14'
- 41.50% — PERCENT CONTIGUOUS (STATE LAW REQUIRES A MINIMUM 1/6 (16.66%) CONTIGUITY WITH EXISTING CITY BOUNDARY)

SURVEYOR'S CERTIFICATE

I, BRADY J. MOORHEAD, 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 PLAT SUBSTANTIALLY COMPLIES WITH THE COLORADO REVISED STATUTES AND THE CITY OF AURORA, COLORADO CODES APPERTAINING THERETO.

BRADY J. MOORHEAD, PLS NO. 38668
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1
LITTLETON, CO. 80122
(303) 713-1898

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

NOTICE: PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 1.6.B.2 THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED. THE SURVEY REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.

CITY OF AURORA APPROVALS

MAYOR _____ DATE _____

CITY CLERK _____ DATE _____

CITY ENGINEER _____ DATE _____

CITY ATTORNEY _____ DATE _____

CITY COUNCIL ORDINANCE NO. _____ EFFECTIVE DATE _____

RECORDER'S CERTIFICATE

ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF ADAMS COUNTY, COLORADO AT _____ O'CLOCK _____M., THIS _____ DAY OF _____, 20____ A.D.

INSTRUMENT NO. _____

CLERK AND RECORDER _____ DEPUTY _____

AZTEC
CONSULTANTS, INC.

300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

AzTec Proj. No.: 136620-01

Drawn By: BJM

DATE OF PREPARATION: 2/21/2022

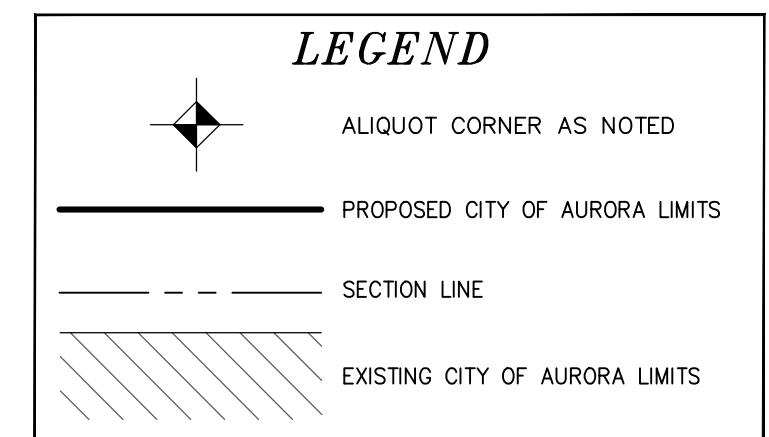
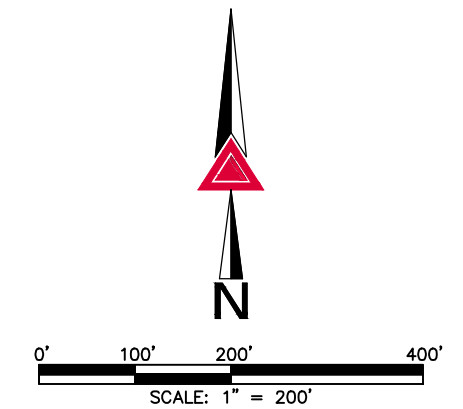
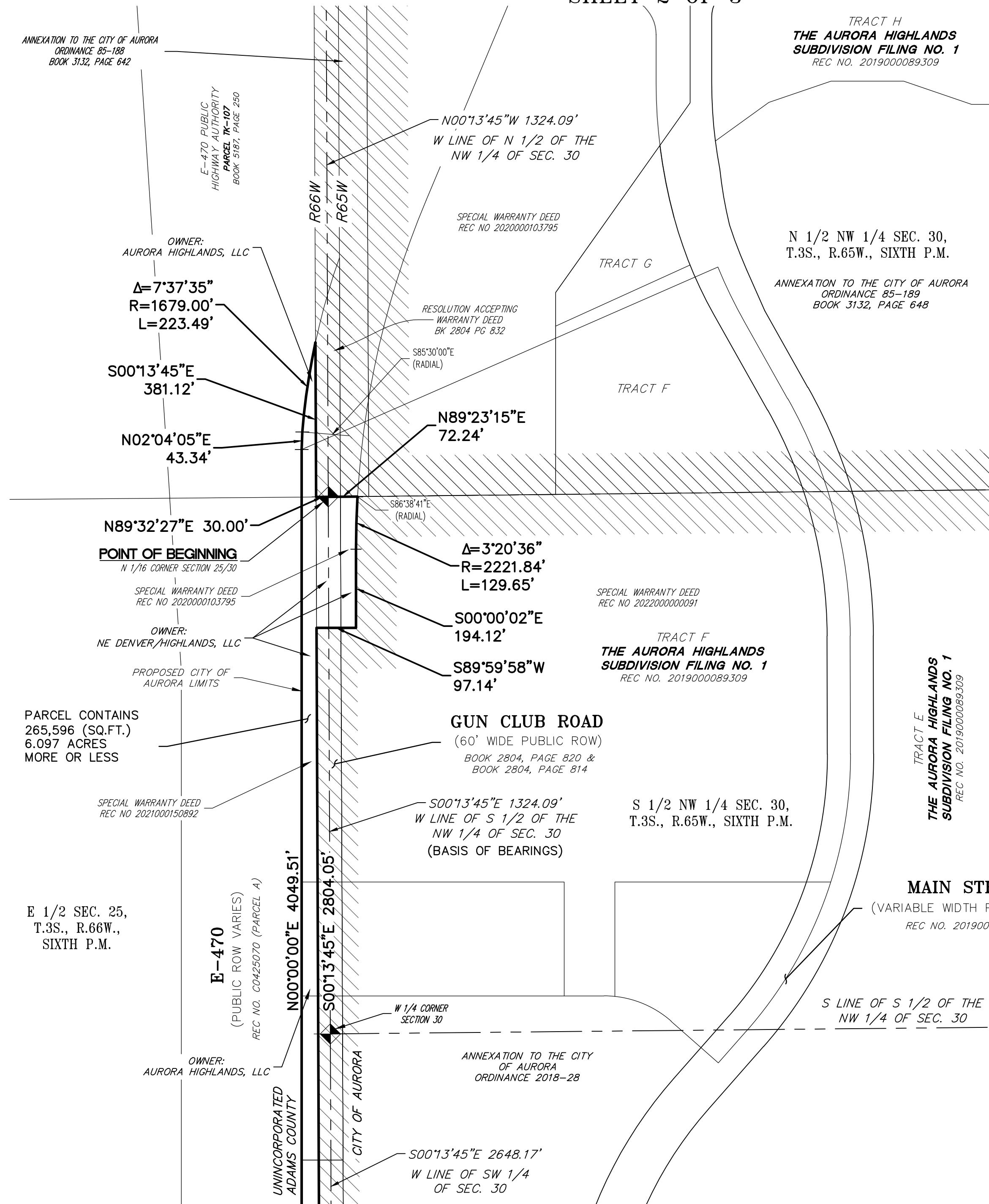
SCALE: N/A

SHEET 1 OF 2

ANNEXATION MAP

LOCATED IN THE WEST HALF OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 65 WEST, AND THE EAST HALF OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO

SHEET 2 OF 3



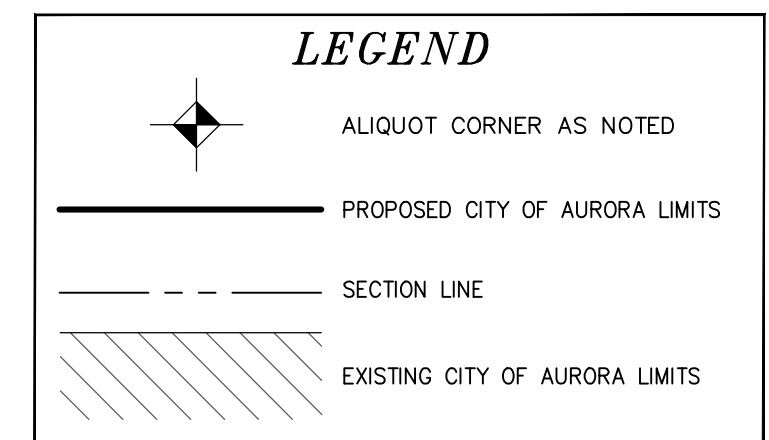
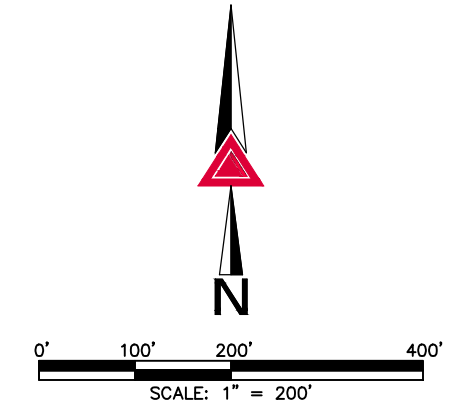
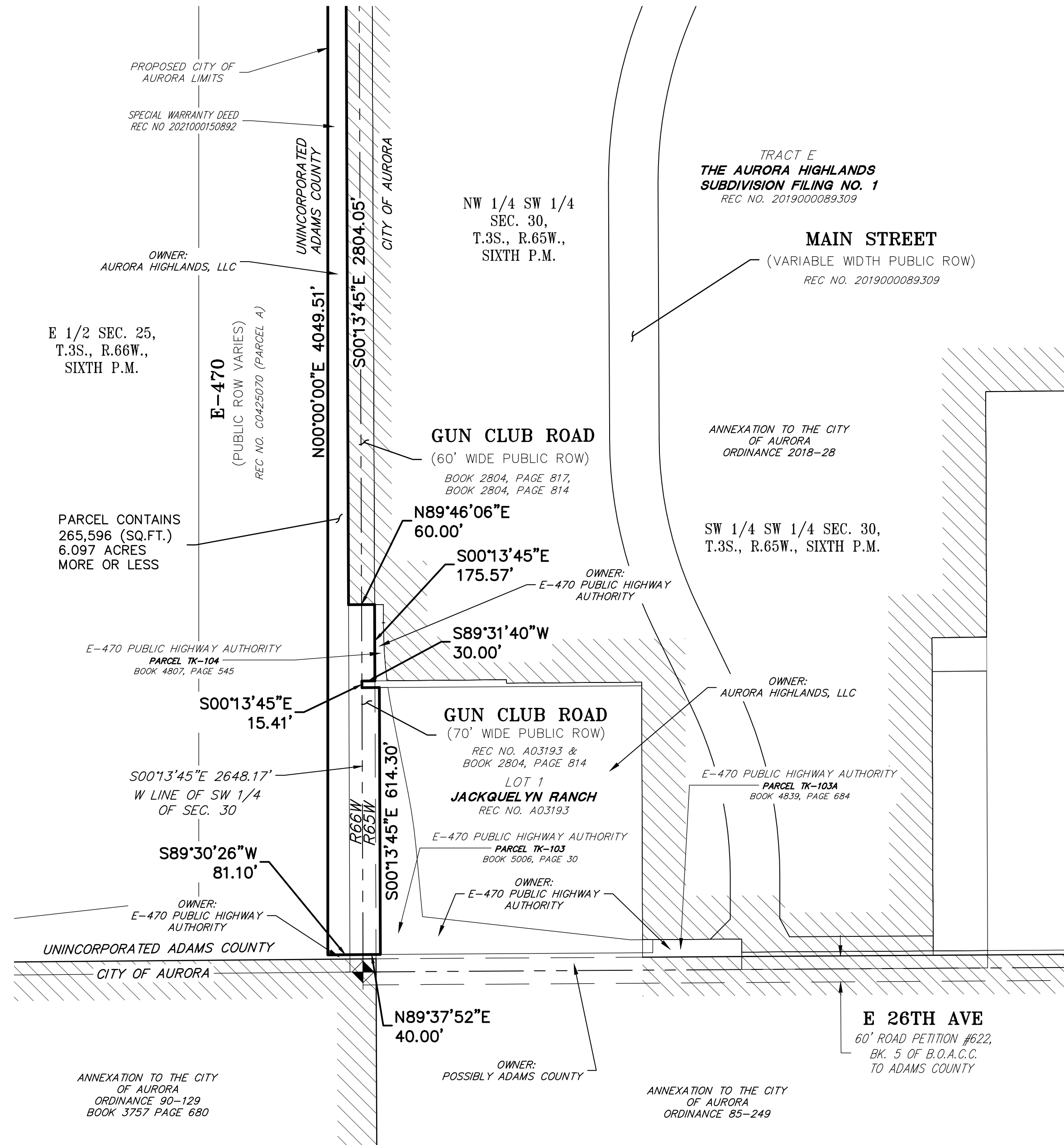
FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

AZTEC CONSULTANTS, INC. 300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com AzTec Proj. No.: 136620-01 Drawn By: BJM	DATE OF PREPARATION:	2/2/2022
	SCALE:	N/A
	SHEET 2 OF 3	

ANNEXATION MAP

LOCATED IN THE WEST HALF OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 65 WEST, AND THE EAST
HALF OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO
SHEET 3 OF 3



FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC

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CONSULTANTS, INC.
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Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com
AzTec Proj. No.: 136620-01
Drawn By: BJM

DATE OF PREPARATION:	2/2/2022
SCALE:	N/A
SHEET 3 OF 3	

EXHIBIT A

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