NOTICE OF COUNCIL MEETING

(Open to the Public)
Monday, April 6, 2026
6:00 PM

Members of the Aurora City Council will participate in the April 6, 2026 Council Meeting.

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

View or Listen Live

Live streamed at www.auroraTV.org

Youtube.com/TheAuroraChannel

Cable Channels 8 and 880 in Aurora

In-person Participation

Members of the public may attend in-person at the Aurora Municipal Center, Paul Tauer Aurora City Council Chamber located at 15151 E. Alameda Pkwy. Public comment is welcome for items appearing on the agenda or on any matter of city concern. Individuals must appear in person and speak from the podium. Individuals are allotted a maximum of three (3) minutes to speak.

- **Public Invited to be Heard:** One (1) hour is dedicated to public comment on items not listed on the agenda at the beginning and at the end of every regular council meeting. Individuals may register to speak in one of the following manners:

    1. Sign up online beginning at 8 AM on the Friday before the meeting through 1 PM on the day of the council meeting; or
    2. Sign up in person by handing a completed speaker slip to the city clerk in the Paul Tauer Aurora City Council Chamber on the day of the council meeting beginning at 5 PM and up until the time the last individual finishes speaking during the first Public Invited to be Heard session. Verified Aurora residents who sign up before 5:45 PM are given priority and placed before non-resident speakers.

        For the last Public Invited to be Heard session, speaker slips must be returned before the item preceding the Public Invited to be Heard is finished. Order priority will be given to speakers who did not speak during the first Public Invited to be Heard session.

- **Public Comment on Agenda Item:** Individuals are invited to comment in support of or to oppose any item listed on the agenda. Those wishing to comment on an agenda item must sign up in advance using the 'Public Comment on Agenda Item' online request form beginning at 8 a.m. on the Friday before the council meeting through 1 p.m. on the day of the council meeting.

    Those wishing to comment on an agenda item listed under the PUBLIC HEARING category may either register online as noted above or sign up in person with the clerk starting at 5:00 p.m. Sign up must be completed before the Public Hearing agenda item title is read.

    Visit the Addressing the City Council webpage for the online sign up forms and more information.

The city of Aurora is committed to the accessibility of our services and our responsibility to provide them in a non-discriminatory manner. The city recognizes the importance of effective and accurate communication with the community and values equal access to our programs, services and activities. If you seek a physical accommodation, or require the use of an auxiliary aid or device, or if you require an interpreter to help you access this event or service, please scan here to fill out a request form:

All requests must be submitted three days in advance of any scheduled event.
For additional information, please visit AuroraGov.org/Accessibility.

City of Aurora, Colorado

Monday, April 6, 2026

STUDY SESSION

(Open to the Public via live stream in the Paul Tauer Aurora City Council Chamber)
AURORA ROOM
4:00 PM

EXECUTIVE SESSION

(Closed to the Public)
AURORA ROOM
5:15 PM

REGULAR MEETING OF THE AURORA CITY COUNCIL

(Open to the Public)
PAUL TAUER AURORA CITY COUNCIL CHAMBER
6:00 PM

AGENDA

Regular Meeting of the Aurora City Council

Monday, April 6, 2026, 6:00 p.m.
Paul Tauer Aurora City Council Chamber
15151 E Alameda Parkway
Aurora, CO 80012

Pages

1. CALL TO ORDER

2. ROLL CALL

3. INVOCATION/MOMENT OF SILENCE

4. PLEDGE OF ALLEGIANCE

5. EXECUTIVE SESSION UPDATE

6. APPROVAL OF MINUTES

   6.a March 23, 2026 Meeting Minutes 10

7. PROCLAMATIONS OR CEREMONIES

   7.a Swearing-in Ceremony for Associate Judge and Relief Judges

   Shawn Day, Presiding Judge, Aurora Municipal Court

   7.b Swearing-in Ceremony for Attorneys

   Shawn Day, Presiding Judge, Aurora Municipal Court

8. ADOPTION OF THE AGENDA

9. PUBLIC INVITED TO BE HEARD

   (non-agenda related issues only)

10. CONSENT CALENDAR - MOTIONS

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

10.a Motions

10.b Planning Matters

10.c Appointments to Boards and Commissions

11. CONSENT CALENDAR - RESOLUTIONS AND ORDINANCES

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

11.a Resolutions

11.a.1 Proposed Modifications to Debt, Disclosure and Post-Issuance Compliance Policy 25

R2026-28 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING AMENDMENTS TO THE CITY'S DEBT POLICY

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

11.a.2 Stage 1 Water Shortage 63

R2026-29 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S DECLARATION OF STAGE 1 WATER SHORTAGE CONDITIONS EFFECTIVE APRIL 6, 2026

A waiver of reconsideration is requested due to the current drought conditions and the need for water conservation.

Marshall Brown, General Manager, Aurora Water / Ian Best, Senior Assistant City Attorney

11.a.3 **Aurora Police Department (APD) and Aurora U.S. Immigration and Customs Enforcement (ICE) Processing Center (AIPC) Memorandum of Understanding (MOU)** 98

R2026-30 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE AURORA POLICE DEPARTMENT AND THE AURORA ICE PROCESSING CENTER

Mark Hildebrand, Deputy Chief, Police / Mandy MacDonald, Assistant City Attorney

11.a.4 **Intergovernmental Agreement (IGA) with Arapahoe County Open Spaces for the Use of Joint Project Funds in the Amount of $270,000 for Laredo Outdoor Classroom and Crossing** 110

R2026-31 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO, AND ARAPAHOE COUNTY FOR THE LAREDO OUTDOOR CLASSROOM AND CROSSING USING ARAPAHOE COUNTY OPEN SPACE PROGRAM FUNDS

Nicole Ankeney, Manager of Planning, Design, and Construction, Parks, Recreation and Open Space / Kimberly Skaggs, Senior Assistant City Attorney

11.a.5 **Intergovernmental Agreement (IGA) with Arapahoe County Open Spaces for the Use of Joint Project Funds in the Amount of $95,000 for Granby Ditch Open Space and Overlook** 209

R2026-32 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO, AND ARAPAHOE COUNTY FOR THE GRANBY DITCH OPEN SPACE AND OVERLOOK USING ARAPAHOE COUNTY OPEN SPACE PROGRAM FUNDS

Nicole Ankeney, Manager of Planning, Design, and Construction, Parks, Recreation and Open Space / Kimberly Skaggs, Senior Assistant City Attorney

11.a.6 **Havana Sidewalk Colorado Department of Transportation (CDOT) Intergovernmental Agreement (IGA) Amendment** 311

R2026-33 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) FOR THE MULTIMODAL ACCESS IMPROVEMENTS PROJECT

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

11.a.7 **Second Amendment to Intergovernmental Agreement (IGA) Between City and the Office of Alternate Defense Counsel (OADC)** 462

R2026-34 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE SECOND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO AND THE STATE OF COLORADO OFFICE OF ALTERNATE DEFENSE COUNSEL REGARDING THE PROVISION OF ATTORNEY REPRESENTATION IN CASES WHERE THE MUNICIPAL COURT APPOINTS AN ATTORNEY OTHER THAN THE MUNICIPAL PUBLIC DEFENDER TO REPRESENT AN INDIGENT PERSON AT ANY STAGE OF THE PROCEEDINGS

Shawn Day, Presiding Judge, Aurora Municipal Court / Angela Garcia, Senior Assistant City Attorney

11.a.8 **Eagles Nest Metropolitan District Intergovernmental Agreement (IGA)** 499

R2026-35 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND EAGLES NEST METROPOLITAN DISTRICT

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

11.a.9 **Eastern Hills Metropolitan District No. 23 Intergovernmental Agreement (IGA)** 511

R2026-36 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND EASTERN HILLS METROPOLITAN DISTRICT No. 23

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

11.a.10 **Fletcher Regional Improvement Authority Establishment Agreement** 542

R2026-37 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE FLETCHER REGIONAL IMPROVEMENT AUTHORITY ESTABLISHING AGREEMENT

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

11.a.11 **Fletcher Regional Improvement Authority Impact Fee Intergovernmental Agreement (IGA)** 627

R2026-38 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT REGARDING TRANSFER OF TRANSPORTATION IMPACT FEE REVENUES

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

11.a.12 **Restructuring of the City Council Rules of Order and Procedure** 645

R2026-40 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, REORGANIZING AND REFORMATTING THE CITY COUNCIL RULES OF PROCEDURE FOR CLARITY AND USABILITY, WITHOUT SUBSTANTIVE CHANGE

Kadee Rodriguez, City Clerk, General Management / Pete Schulte, City Attorney

11.b **Finalizing of Ordinances**

Ordinances approved unanimously at first reading.

12. PUBLIC HEARINGS

Public hearings with or without related ordinances.

12.a Public Invited to be Heard on the 2027 Budget 758

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

12.b Eagles Nest Metropolitan District Service Plan Amendment 761

2026-07 A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING AN AMENDED AND RESTATED SERVICE PLAN FOR EAGLES NEST METROPOLITAN DISTRICT

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

12.c Green Valley Ranch Metro District Nos. 6-14 Service Plan Amendment 853

2026-08 A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE CONSOLIDATED SECOND AMENDED AND RESTATED SERVICE PLAN FOR GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NOS. 6-14 AND THE FIRST AMENDMENT THERETO AS IT APPLIES TO GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NOS. 10-14

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

12.d Painted Prairie Metropolitan District Nos. 1-9 Service Plan Amendment 994

2026-09 A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE SECOND AMENDED AND RESTATED CONSOLIDATED SERVICE PLAN FOR PAINTED PRAIRIE METROPOLITAN DISTRICT NOS. 1-9

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

12.e **Painted Prairie Metropolitan District Nos. 10-12 Service Plan Amendment** 1116

2026-10 A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE AMENDED AND RESTATED CONSOLIDATED SERVICE PLAN FOR PAINTED PRAIRIE METROPOLITAN DISTRICT NOS. 10-12

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

12.f **Sky Dance Metropolitan District No. 1 Service Plan Amendment** 1184

2026-11 A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING AN AMENDED AND RESTATED SERVICE PLAN FOR SKY DANCE METROPOLITAN DISTRICT NO. 1 (F.K.A. BOWIP METROPOLITAN DISTRICT NO. 1)

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

12.g **Sky Dance Metropolitan District No. 2 Service Plan Amendment** 1234

2026-12 A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING AN AMENDED AND RESTATED SERVICE PLAN FOR SKY DANCE METROPOLITAN DISTRICT NO. 2 (F.K.A. BOWIP METROPOLITAN DISTRICT NO. 2)

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

13. INTRODUCTION OF ORDINANCES

13.a **Amend City Code Section 134-2(m) Pertaining to Updated State Law Requirements for Child Restraint Systems in Vehicles** 1284

2026-13 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 134-2(m) OF THE CITY CODE PERTAINING TO UPDATED STATE LAW REQUIREMENTS FOR CHILD RESTRAINT SYSTEMS IN VEHICLES

Jason Pray, Lieutenant, Police / Mandy MacDonald, Assistant City Attorney

14. FINALIZING OF ORDINANCES

Ordinances not approved unanimously at first reading.

15. ANNEXATIONS

15.a PUBLIC HEARING - Tapias LLC Annexation Findings of Fact 1292

R2026-39 PUBLIC HEARING AND CONSIDERATION TO APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, MAKING CERTAIN FINDINGS OF FACT REGARDING TO PROPOSED ANNEXATION OF A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO. 2.496 ACRES

Justin Andrews, Project Manager, Office of Development Assistance / Brian Rulla, Assistant City Attorney

15.b Tapias LLC Annexation Ordinance 1302

2026-14 FOR AN ORDINANCE ANNEXING A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO 2.496 ACRES

Justin Andrews, Project Manager, Office of Development Assistance / Brian Rulla, Assistant City Attorney

15.c PUBLIC HEARING - Tapias LLC Annexation Zoning Map Amendment 1312

2026-15 A PUBLIC HEARING AND CONSIDERATION OF AN ORGINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, INITIALLY ZONING A PARCEL OF LAND MEASURING 2.5 ACRES, LOCATED AT 22201 E 26TH AVE, NORTHEAST OF N PICADILLY ROAD AND E 26TH AVE, APPROXIMATELY 1,600 FEET EAST OF THE INTERSECTION. TO BUSINESS/TECH DISTRICT (I-1) AND AMENDING THE ZONING MAP ACCORDINGLY

Ben Bravenec, Planner II, Planning and Business Development / Lena McClelland, Senior Assistant City Attorney

16. RECONSIDERATIONS AND CALL UPS

17. GENERAL BUSINESS

18. REPORTS

18.a Mayor

18.b Council

19. PUBLIC INVITED TO BE HEARD

(non-agenda related issues only)

20. ADJOURNMENT

MINUTES

Regular Meeting of the Aurora City Council

Monday, March 23, 2026

COUNCIL MEMBERS PRESENT:	Mayor Coffman	Gianina Horton
	Robert Andrews	Alli Jackson
	Françoise Bergan	Angela Lawson
	Alison Coombs	Ruben Medina
	Curtis Gardner	Amy Wiles
	Stephanie Hancock	

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1. CALL TO ORDER

Mayor Coffman reconvened the regular meeting of the City Council at 6:00 p.m.

2. ROLL CALL

3. INVOCATION/MOMENT OF SILENCE

Mayor Coffman led in prayer for the March 23, 2026 meeting.

4. PLEDGE OF ALLEGIANCE

(All Standing)

Mayor Coffman read a land acknowledgment.

5. EXECUTIVE SESSION UPDATE

Mayor Coffman provided an update on the Executive Session, stating confidential documents, negotiations and legal advice were discussed.

6. APPROVAL OF MINUTES

6.a February 23, 2026 Meeting Minutes

Moved by: Alison Coombs

Second by: Stephanie Hancock

Does Council wish to approve the minutes of the February 23, 2026 meeting?

Voting Aye: (11): Mayor Coffman, Robert Andrews, Françoise Bergan, Alison Coombs, Curtis Gardner, Stephanie Hancock, Gianina Horton, Alli Jackson, Angela Lawson, Ruben Medina, and Amy Wiles

6.b March 9, 2026 Meeting Minutes

Moved by: Stephanie Hancock

Second by: Alison Coombs

Does Council wish to approve the minutes of the March 9, 2026 meeting?

Voting Aye: (11): Mayor Coffman, Robert Andrews, Françoise Bergan, Alison Coombs, Curtis Gardner, Stephanie Hancock, Gianina Horton, Alli Jackson, Angela Lawson, Ruben Medina, and Amy Wiles

7. PROCLAMATIONS OR CEREMONIES

8. ADOPTION OF THE AGENDA

Moved by: Françoise Bergan

Second by: Stephanie Hancock

Does Council wish to adopt the agenda as presented?

Voting Aye: (11): Mayor Coffman, Robert Andrews, Françoise Bergan, Alison Coombs, Curtis Gardner, Stephanie Hancock, Gianina Horton, Alli Jackson, Angela Lawson, Ruben Medina, and Amy Wiles

9. PUBLIC INVITED TO BE HEARD

(non-agenda related issues only)

Council heard public comment on non-agenda related matters.

10. CONSENT CALENDAR - MOTIONS

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

Moved by: Alison Coombs

Second by: Amy Wiles

Does Council wish to approve the Motions Consent Calendar as presented with item 10.a.1 removed?

Voting Aye: (11): Mayor Coffman, Robert Andrews, Françoise Bergan, Alison Coombs, Curtis Gardner, Stephanie Hancock, Gianina Horton, Alli Jackson, Angela Lawson, Ruben Medina, and Amy Wiles

10.a Motions

10.a.1 Homeless Resolution Program Grant Funding

Stephanie Keiper, Manager of Homelessness and Behavioral Health, Housing and Community Services / Andrea Wood, Assistant City Attorney

Staff gave a brief presentation on the item.

CM Bergan asked if the variable outreach staff position is full-time.

Staff answered yes.

CM Bergan stated it is $80,000 of grant money from the state. She asked if they also supplement that through their marijuana money for outreach.

Staff responded the $80,000 will go toward salary.

CM Bergan inquired if any could be used for transportation.

Staff answered yes.

CM Bergan asked if they anticipate the grant will be there next year so they can reapply for it.

Staff stated that is the hope, and this is the third year they have applied for the grant and received funding.

Moved by: Françoise Bergan

Second by: Angela Lawson

Does Council wish to approve this item as presented?

Voting Aye: (11): Mayor Coffman, Robert Andrews, Françoise Bergan, Alison Coombs, Curtis Gardner, Stephanie Hancock, Gianina Horton, Alli Jackson, Angela Lawson, Ruben Medina, and Amy Wiles

10.b Planning Matters

10.c Appointments to Boards and Commissions

10.c.1 Consideration to Appoint One (1) Adult Member and Three (3) Youth Members to the Aurora Youth Commission

Cecilia Zapata, Deputy City Clerk / Andrea Wood, Assistant City Attorney

10.c.2 Consideration to Appoint Three (3) Members to the Human Relations Commission

Cecilia Zapata, Deputy City Clerk / Andrea Wood, Assistant City Attorney

10.c.3 Consideration to Remove One (1) Member from the Judicial Performance Commission

Cecilia Zapata, Deputy City Clerk / Andrea Wood, Assistant City Attorney

11. CONSENT CALENDAR - RESOLUTIONS AND ORDINANCES

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

Moved by: Françoise Bergan

Second by: Stephanie Hancock

Does Council wish to approve the Resolutions and Ordinances Consent Calendar with items 11.a.1, 11.a.3, and 11.b.1 removed?

Voting Aye: (10): Robert Andrews, Françoise Bergan, Alison Coombs, Curtis Gardner, Stephanie Hancock, Gianina Horton, Alli Jackson, Angela Lawson, Ruben Medina, and Amy Wiles

11.a Resolutions

11.a.1 Annual Reporting and Evaluation of the Tobacco, Kratom, and Age-Restricted Hemp Retail Licensing Ordinance

R2026-20 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, DIRECTING THE CITY MANAGER OR DESIGNEE TO PROVIDE AN ANNUAL REPORTING AND EVALUATION OF THE TOBACCO, KRATOM, AND AGE-RESTRICTED HEMP RETAIL LICENSING ORDINANCE, AND OTHER RELATED MATTERS

Sponsor: Curtis Gardner, Council Member

Trevor Vaughn, Manager of Licensing, Finance / Hanosky Hernandez, Senior Assistant City Attorney

Staff gave a brief presentation on the item.

P. Schulte shared they received the new document and there was not a change in the subject of the resolution, so he recommended making a motion to substitute, and if passed, they could present and debate on the merits of the new version of the resolution.

MPT Coombs clarified that CM Gardner accepted the new version as a friendly amendment. She thanked CM Gardner, the public health community members, Mr. Vaughn, and people from the industry who very diligently came to something agreeable to everyone involved.

Mayor Coffman asked for comment on the difference in the substitute amendment and the original.

Staff explained there were substantial changes to the whereas statements, mostly regarding details in some of the wording.

Moved by: Alison Coombs

Second by: Françoise Bergan

Does Council wish to substitute the resolution as presented in the packet with the CM Gardner amended resolution?

Voting Aye: (10): Robert Andrews, Françoise Bergan, Alison Coombs, Curtis Gardner, Stephanie Hancock, Gianina Horton, Alli Jackson, Angela Lawson, Ruben Medina, and Amy Wiles

Moved by: Curtis Gardner

Second by: Alison Coombs

MPT Coombs proposed a slight amendment in Section 2, that instead of being completely stricken, it would read that City Council may use the information contained in the annual report to evaluate the implementation of the retail licensing framework and inform refinements to program administration.

CM Gardner accepted that as a friendly amendment.

Does Council wish to approve this substituted resolution with the friendly amendment by CM Coombs?

Voting Aye: (10): Robert Andrews, Françoise Bergan, Alison Coombs, Curtis Gardner, Stephanie Hancock, Gianina Horton, Alli Jackson, Angela Lawson, Ruben Medina, and Amy Wiles

11.a.2 Intergovernmental Agreement (IGA) for the City of Aurora to License a Shower Unit to Commerce City

R2026-21 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING AN INTERGOVERNMENTAL LICENSE AGREEMENT WITH THE CITY OF COMMERCE CITY FOR USE OF AURORA'S MOBILE SHOWER UNIT

Stephanie Keiper, Manager of Homelessness and Behavioral Health, Housing and Community Services / Andrea Wood, Assistant City Attorney

11.a.3 Notice and Outreach Prior to Abatement of Unauthorized Camps

R2026-22 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, REQUIRING NOTICE AND OUTREACH PRIOR TO ABATEMENT OF UNAUTHORIZED CAMPS, WITH LIMITED EXCEPTIONS

Sponsor: Robert Andrews, Council Member

Stephanie Keiper, Manager of Homelessness and Behavioral Health, Housing and Community Services / Andrea Wood, Assistant City Attorney

Council heard public testimony on the agenda-related item.

Staff gave a brief presentation on the item.

CM Bergan asked if currently, with no notice, they give assistance to those experiencing homelessness in terms of outreach.

Staff answered yes.

Mayor Coffman commented that in the way things have been done, by the time someone has noticed, it currently takes three days before the abatement occurs, so this codifies what they have been doing.

Staff agreed that is correct.

CM Lawson asked where the discrepancy was and if there is an issue with the vendor, Keesen.

Staff responded depending on where the encampment areas are, they sometimes need 4X4 trucks, which they have to coordinate with Keesen to make sure they have everything. That can take more time than usual.

CM Lawson shared that when she sends them requests for Ward 5, they go out and clean it up right away, so she did not understand why all of the sudden they have a new council and they are going back to the 72 hours when this was not an issue before. She asked what happened in that gap where they now are not able to abate the camps and have all the added conditions in Section 2.

Staff answered they did not change their practice from then to now.

CM. Lawson she felt they were lacking transparency because something happened, as they did not have this issue before. She said if there is an issue with Keesen, they need to find another contractor. She stated if residents want an encampment abated they must make sure they state it is a public safety issue so they can get it abated faster than 72 hours. She added that in regard to what happened on Himalaya with the fires from the encampment, if they would have went out and got them, that probably would not have been happening. She added they should have never opened up the Navigation Campus until they really checked it out to make sure they had the resources.

Mayor Coffman believed that on CDOT property, it is not a 72-hour requirement.

Staff confirmed that is correct.

CM Bergan felt this neuters the enforcement and ties the hands of code enforcement to do the abatements. She said they had been doing abatements faster than 72 hours. She stated they are giving 72 hours for them to move, which result in them moving to another site and the clock will start all over, so this is going to make the situation way worse. She added that residents appreciated them putting in a camping ban and abating those encampments from a safety perspective. She felt this was going to harm neighborhoods, parks, and businesses. She asked how the risks are defined for the safety.

P. Schulte shared they are in the ordinance, and the ordinance is not being changed by this resolution.

CM Bergan shared that recently, on Himalaya, Aurora Fire Rescue had to put out a fire from an encampment, and they are in drought season. She stated when they say they are going to assess the situation, they do not know when that fire is happening until it happens, and by then it could be too late and they could burn down people's homes, apartments, and businesses. She asked if it was considered a safety risk if it is next to a school or playground.

Staff answered a school or playground is not mentioned in the ordinance and proceeded to state what was considered a safety risk.

CM Bergan stated some of those will happen with every encampment. She said she will tell her constituents to say it is a fire safety hazard so they can get it abated immediately. She added they should not have to codify anything, and they are going to go back to the days where there are encampments all over the city, which is why they put the camping ban in place in the first place.

Moved by: Alison Coombs

Second by: Gianina Horton

CM Hancock concurred with CM Lawson and CM Bergan that the 72-hour notification requirement on the camping ban is an attempt to undermine and overturn the policy. She said their constituents have made it very clear they are not in favor of this change, and none of the current council members, that she is aware of, campaigned on removing or weakening the camping ban. She expressed that in Ward 4, she has noticed significant changes since they instituted the camping ban. She stated the Navigation Center has been opened for less than six months and it was always intended as a pathway to help people move forward to stability, employment, treatment, and housing. She noted the spirit of the 72-hour camping notice weakens enforcement, creates uncertainty, and moves them away from the

balanced approach Aurora worked hard to implement. She was not in favor of the resolution.

MPT Coombs stated she wants a meaningful navigation campus that will actually move people directly into the resources they need, not something that will keep them in a cot until they meet the bar. She said 60% of people experiencing homelessness have jobs and pay taxes. She stated in regards to what is not working, they are telling people they will abate all the camps immediately by saying they do not have a notice requirement anymore, but when the camping ban was passed there was a notice requirement, as the courts at the time said not giving notice and not providing an alternative was cruel and unusual punishment. She added later Supreme Court overturned that decision, and they ended up with a camping ban that took the 72 hour notice out. She added that many people voluntarily leave when given notice and access to resources, and when they oppose the 72 hours, it shows cruelty was always the point and she does not stand behind that. She voiced that being realistic and honest is a reason to pass this. She was concerned about fire and hoped any person talking about fire in this instance brings the same energy when they are addressing the insane use of fireworks during the hot summer.

CM Bergan reiterated the fact that when you give the 72 hours at a minimum, they are going to see encampments take advantage of that and move and then the clock will start all over again. She stated they have a navigation center and an outreach team, and if that is not enough resources, they need to put more money into those resources to make sure people experiencing homelessness at an encampment get transportation to the Navigation Center and get them treatment and get them into a work program to be self-sufficient and productive, which is the whole point of having it. She said leaving people in these terrible conditions is not compassionate and is inhuman for them to be there. She noted in 2024, the Supreme Court upheld the anti-camping enforcement without shelter, but Aurora actually has shelter.

CM Wiles shared they are talking about how it is working so well right now and everything is great, but staff is saying it takes 72 hours to clean up the camps most of the time. She stated all they are doing by changing the language is setting realistic expectations. She said she gets angry calls from people who read the current code and ask why it was not cleaned up today if they called that morning, but in reality they do not have the manpower to do it same day. She added there is a lot of work to be done with the Navigation Campus, and they do not have case management available and are struggling with the people who cannot actively work and finding a path for them to alternate housing and support.

CM Bergan voiced they have seen them get done within a 24-hour or 48-hour period, so now they are codifying 72 hours when it can be done sometimes earlier than that. She agreed they should have some flexibility but they should not codify it. She stated if they are lacking resources, they need to look at how to fix that.

CM Hancock expressed it is the spirit and feeling of this, that they have seen since the last council passed the camping ban. She expressed it is like when they are dealing with people who understand the limits on what they can do and push them as far as they can, and she has definitely seen in her ward what happens with camping and waste publicly on the streets and behind people's businesses. She agreed they need to be more intentional about how they handle this, but this sends a message that they are going to be lax on this, so they should expect to have hundreds of people calling them and writing letters complaining about this. She voiced she would send those complaints straight to ones voting for this so they can handle it.

MPT Coombs asked for clarification that the current 72-hour timeline is not due to a lack of outreach staff.

Staff responded it is not due a lack of outreach staff.

CM Lawson voiced that at the Study Session a couple weeks ago, she asked if this was a resource issue, and they said it could be due to Keesen or the inability to get there, and that this would come to the Housing Committee, but now they are saying it is not that. She asked if they do or do not have enough resources with the vendor.

Staff responded the distinction they are making is the resources of the outreach and the vendor. He said they are staffed to be able to handle the current demand, but the vendor is limited in the ability to have them move out and do abatements in a timely fashion.

CM Lawson argued that is not what is being proposed here, as they say they have the resources and the vendor is not the issue, but it is the issue. She inquired if this was an issue last year.

Staff answered they have always been clear that the vendor has always been the challenge.

CM Lawson stated if that was the case, she wished it was brought up last year, as that was never proposed to any of them on the Council.

CM Bergan asked if, when there is cold weather, they cannot abate with this resolution.

Staff responded with the cold weather, they have the option to cancel or postpone abatements for the safety of staff and for those experiencing homelessness.

CM Bergan pointed out the resolution says they will not abate those camps instead of saying maybe they cannot. She asked what defines cold weather in that instance. She added that most of the time during cold weather, people accept the shelter they are offered.

Staff clarified it says they may cancel, not that they will cancel.

MPT Coombs expressed that abate does mean telling someone they need to leave a camp, it means to clean up the stuff that is physically at a camp.

Does Council wish to approve this resolution?

Voting Aye: (6): Robert Andrews, Alison Coombs, Gianina Horton, Alli Jackson, Ruben Medina, and Amy Wiles

Voting Nay: (4): Françoise Bergan, Curtis Gardner, Stephanie Hancock, and Angela Lawson

11.a.4 Otero Pipeline Maintenance and Valve Project Intergovernmental Agreement (IGA)

R2026-23 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND THE CITY OF COLORADO SPRINGS, ACTING THROUGH ITS UTILITIES ENTERPRISE REGARDING COST SHARING, REIMBURSEMENT AND OWNERSHIP OF A HOMESTAKE PROJECT SECOND VALVE INSTALLATION

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

11.a.5 Gun Club Road Transportation Working Group

R2026-24 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, IN SUPPORT OF THE GUN CLUB ROAD (STATE HIGHWAY 30) INTERGOVERNMENTAL TRANSPORTATION WORKING GROUP

Sponsor: Françoise Bergan, Council Member / Amy Wiles, Council Member

Laura Perry, Deputy City Manager / Michelle Gardner, Senior Assistant City Attorney

11.a.6 Colorado Department of Local Affairs (DOLA) Community Schoolyards Grant Program – Aurora Public Schools Partnership for Yale Elementary

R2026-25 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND THE ADAMS-ARAPAHOE JOINT SCHOOL DISTRICT 28J FOR THE COMMUNITY USE OF THE YALE PLAYGROUND

Waiver of reconsideration requested in order to meet the grant deadline of April 1, 2026.

Nicole Ankeney, Manager of Planning, Design, and Construction, Parks, Recreation, and Open Space / Kimberly Skaggs, Senior Assistant City Attorney

11.a.7 Residential Lease of City-owned Property in Weld County

R2026-26 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE RESIDENTIAL LEASE BETWEEN THE CITY AND TARGET RECLAMATION SERVICES, LLC ON CITY-OWNED LAND IN WELD COUNTY

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

11.a.8 Agricultural Lease of City-owned Property in Weld County

R2026-27 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE AGRICULTURAL LEASE BETWEEN THE CITY AND TARGET RECLAMATION SERVICES, LLC ON CITY-OWNED LAND IN WELD COUNTY

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

11.b Finalizing of Ordinances

Ordinances approved unanimously at first reading.

11.b.1 13th Avenue Station Urban Renewal Plan

2026-06 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE 13TH AVENUE STATION URBAN RENEWAL PLAN AND CREATING TWO TAX INCREMENT FINANCING AREAS

Jennifer Orozco, Senior Development Project Manager, Planning and Business Development / Rachel Allen, Deputy City Attorney

Council heard public testimony on the agenda-related item.

Staff gave a brief presentation on the item.

CM Bergan stated this is for a $5 million loan. She asked what happens if the development stalls or is delayed beyond the 10 years.

Staff answered that would impact the repayment of the loan and could potentially not pay back the full $5 million, if there is a significant delay in development.

CM Bergan inquired about the risk to the taxpayers.

Staff responded there is no risk to the taxpayers.

CM Bergan voiced that it would affect taxpayers in a way, because that particular AURA would not have any money for any kind of infrastructure or other needs.

Staff stated it would not be on the city, as the city is the borrower, so AURA would not have those funds but it would have infrastructure and a site that is ready for development at a future date.

CM Bergan asked if they could put a risk disclosure in the agreement.

Staff said this item is the adoption of the plan, and the loan agreement has already been approved by AURA and Council.

MPT Coombs inquired if they have the ability to have a conversation with RTD about the amount of parking and alternative uses for any of the space currently designated for parking.

Staff answered yes.

MPT Coombs asked if they could adopt this plan and the development plans brought forward could include less parking than what is in the conceptual drawings.

Staff responded yes.

Moved by: Alison Coombs

Second by: Gianina Horton

Does Council support the attached ordinance adopting of the 13th Avenue Station Urban Renewal Plan and creating the urban renewal area and two associated TIF areas?

Voting Aye: (10): Robert Andrews, Françoise Bergan, Alison Coombs, Curtis Gardner, Stephanie Hancock, Gianina Horton, Alli Jackson, Angela Lawson, Ruben Medina, and Amy Wiles

12. PUBLIC HEARINGS

Public hearings with or without related ordinances.

13. INTRODUCTION OF ORDINANCES

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.

14. FINALIZING OF ORDINANCES

Ordinances not approved unanimously at first reading.

15. ANNEXATIONS

16. RECONSIDERATIONS AND CALL UPS

17. GENERAL BUSINESS

18. REPORTS

18.a Mayor

Mayor Coffman reported he will be doing a segment on a Spanish Language Talk Radio, on Friday at 11:50 a.m., where he will talk about the Aurora Regional Navigation Campus, and Brenda Mendoza will join him to talk about the new program for low acuity health concerns where someone can contact a physician by phone or virtually. He announced his town hall will be April 18th, at 2 p.m., where they will discuss water and drought conditions.

18.b Council

MPT Coombs appointed Chance Horiuchi to the Business Advisory Board, as her prior appointee put in her resignation because she no longer owns a business in Aurora. She reported she had an orientation with the Mile High Flood District. She also had a conversation about the Reach 1 Construction in the Cherry Creek Basin Water Quality Authority Meeting, and they put in a request for congressionally directed spending to help with the cost that includes rebuilding the road. She noted it would be helpful if the city could advocate for that when speaking with the federal people to ensure that funding request is supported.

CM Jackson gave updates on meetings she attended, including the Colorado Ethiopian Community, CEDS Finance, Salvadorian Presidential Commissioner of Human Rights, and she toured the Zyn Factory being built in Ward 2. She attended the National League of Cities Conference in D.C., and one of the sessions that stood out the most was the Families, Youth and Education Council. She cohosted a Northwest Aurora CDC Workshop with CM Horton and Aurora staff, where they heard from nonprofits along the East Colfax Corridor. She toured the National Museum of African American History, in which she was very moved by and shared some quotes pertaining to that. She expressed that she will never vote pro for harsher penalties and punitive sentencing in connection to black history, as they need creative solutions to crime instead of reproducing the same issues over and over. She reminded people of the upcoming Rules Committee Meeting on March 24th, at 5:30, which is open to the public. She was excited about the animal welfare conversation happening with CM Horton on April 4th.

CM Horton attended the Spirit of Aurora Board Meeting, had a presentation from the Korean community, went to the 25th Annual State of the Base at Buckley Space Force Base, met with a well-known community member, Mr. Bill, from Ward 1, where

they talked about trash and beautification, had a community development corporation conversation with nonprofits, and a Q&A session with senior and juniors at the Aurora Science and Tech High School in Ward 1. She announced the Ward 1 Town Hall is Thursday, at Moorhead Rec Center, at 6 p.m., where they will discuss bus rapid transit and will have a presentation on Xcel. She also talked about the conversation she will be a having about animal welfare with CM Jackson, on April 4th, at 11:30 a.m., at the Moorhead Rec Center. She gave a shoutout to the Aurora Animal Shelter, as she was able to adopt a third pet from them. She voiced there was a lot of news in the Chicano movement and community about Cesar Chavez and the sexual harassment and rape allegations, and she expressed that she stands with victims of sexual assault and violence and for their ability to seek justice.

CM Wiles attended the State of the Base, toured the new PMI factory, and met with the Colorado Ethiopian Community. She went to the National League of Cities in D.C., where she took classes on immigration enforcement, youth education and families, infrastructure and retail, and was able to interact with some of the youth board members from across the country. She shared that when they went to the African American History Museum. She announced her ward meeting is April 9th, at the Aurora Highlands Welcome Center, and the special Olympics polar plunge on Sunday, in which she volunteers and does photography for. She invited people to sign up and challenged APD and AFR to participate.

CM Medina attended the Aurora Science and Tech High School to talk about City Council's roles and responsibilities.

CM Hancock shared that as the chair of the Parks, Foundations, and Quality of Life Policy Committee, she toured four of their preschool centers. She stated there will be a garbage cleanup on the Highline Canal between the Community College of Aurora and Delaney Farms and invited people to volunteer for that. She met with a family group who talked about the importance of stable families helping kids grow and feel empowered. She agreed punishment is not always the answer, but when they have stable family dynamics with young people who feel supported, they are better able to be engaged and informed citizens.

CM Lawson gave the legislative update. She voiced Colorado lawmakers entered the 2026 Legislative Session preparing for difficult decisions, and projections show the state facing a shortfall exceeding $1.5 billion for the 2026-2027 fiscal year. The governor's budget office projects stronger revenue growth, but non-partisan legislative economists are more cautious. She stated General Fund spending pressures in Medicaid, K-12 education, and Correction continue to climb while revenue growth has softened, and economics cite weaker income tax collections. She expressed it is heartbreaking that TSA workers are not getting paid, and she encouraged people to do things like hand out gift cards to them when going to the airport to help, as well as ask Congress to pay them. She announced her next town halls will be April 18th, at Heather Gardens, and April 21st, at Mission Veijo.

CM Bergan attended the E-470 Board Meeting, Infrastructure Task Meeting, and Region 9 Opioid Abatement Meeting, and they will have an all-day strategic planning

session in April. They had a second Retail Strategy Committee Meeting with stakeholders and got good feedback from brokers and developers, with one more meeting coming up to help staff implement retail strategies moving forward. She attended the Southeast Rec Center for She Plays Sports, on the 15th, which allowed girls ages 6-13 to experience sports. She spoke at the Eagle Point Ribbon Cutting Ceremony, had a Water Policy Committee, a small lots briefing with staff, and her Town Hall, where they had close to 150 attendees, and Chief Chamberlain and the officers there got a standing ovation. She expressed that one of the concerns that came up in the town hall was regarding the fire danger with dry conditions.

CM Andrews and CM Gardner did not have a report.

19. PUBLIC INVITED TO BE HEARD

(non-agenda related issues only)

Council heard public comment on non-agenda related matters.

20. ADJOURNMENT

Mayor Coffman adjourned the regular meeting of City Council.

_____

MIKE COFFMAN, MAYOR

ATTEST:

_____

KADEE RODRIGUEZ, CITY CLERK

CITY OF AURORA
Council Agenda Commentary

Item Title: Proposed Modifications to Debt, Disclosure and Post-Issuance Compliance Policy
Item Initiator: Teresa Sedmak, City Treasurer
Staff Source/Legal Source: Teresa Sedmak, City Treasurer / Hanosky Hernandez, Sr. Assistant City Attorney.
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: 3/23/2024

Regular Meeting: 4/6/2026

2nd Regular Meeting (if applicable): 4/20/2026

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Title: Proposed Modifications to Debt, Disclosure and Post-Issuance Compliance Policy
Staff Source/Legal Source: Teresa Sedmak, City Treasurer / Hanosky Hernandez, Sr. Assistant City Attorney.
Estimated Time: 10 minutes

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

☒ Approve Item and Move Forward to Study Session

☐ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

The City's Debt, Disclosure and Post-Issuance Compliance Policy (the "Policy") outlines the parameters and requirements related to the City's issuance of debt. It exists to help ensure that all financial obligations are issued both prudently and cost effectively. Adherence to the Policy is essential to ensure that the City maintains a sound debt position and protects the credit quality of its obligations. The Policy applies to all financial obligations issued by the City including but not limited to: lease-purchase obligations, direct bank loans, revenue-based debt and any other other forms of indebtedness (individually and collectively referred to as "Debt"). The Policy was last amended in 2022.

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

The proposed modifications to the Policy are intended to clarify certain language related to types of debt permitted to be issued and the interest rates associated with those obligations. In particular:

- On page 5 of the Policy, debt issued by Enterprise funds (i.e. Aurora Water and Sewer, Golf) was previously referred to simply as "bonds". In order to clarify that debt obligations may take other forms, language was added to clarify that other financial products, such as commercial paper notes, letters of credit or similar types of borrowing facilities from commercial banks are permitted, when appropriate and in the best interests of the City.

- Also on page 5, a section on "Sales/Use Tax Revenue Bonds" was added. This modification is suggested to clarify that revenue bonds may be issued by both the City itself (backed by tax revenues) and its Enterprises (repaid with system revenues).

- Additionally, on page 9 of the Policy, modifications are proposed to strengthen the language under "Coupon Type" to further describe clarify the language related to variable-rate obligations.

- Several other non-substantive modifications are suggested throughout the body of the Policy.

FISCAL IMPACT

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

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

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

BUDGETED EXPENDITURE IMPACT

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

NON-BUDGETED EXPENDITURE IMPACT

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

WORKLOAD IMPACT

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

QUESTIONS FOR COUNCIL

Does the Management and Finance Committee recommend furthering this item to study session?

LEGAL COMMENTS

The city charter requires that the city manager shall keep the council advised of the financial condition, future needs of the city, and the overall general condition of the city, and shall make such recommendations to the council for adoption as deemed necessary or expedient. Section 1 of the city's debt policy requires that the policy shall be reviewed at least once every three years or as otherwise required to assure its relevance and coverage of matters related to federal or state securities laws and/or regulations or tax laws. (*See*, Aurora City Charter Art. 7-4 (f)). (Hernandez).

Debt Policy
City of Aurora, Colorado

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Debt Policy

Section I. Introduction

Purpose and Overview:

The following Debt, Disclosure and Post-Issuance Policies (the "Policy") are established by the City of Aurora, Colorado (the "City") to help ensure that all debt is issued both prudently and cost effectively. Adherence to the Policy is essential to ensure that the City maintains a sound debt position and protects the credit quality of its obligations. The Policy applies to all general obligation debt issued by the City including but not limited to: lease revenue obligations issued by the City; lease purchase contracts; debt guaranteed by the City, direct bank loans, revenue debt issued by the City's Enterprise funds, and any other forms of indebtedness (individually and collectively referred to as "Debt").

Any capital financing proposal to a City Department involving the pledge or other extension of the City's credit through the sale of securities, execution of loans or leases, marketing guarantees, or otherwise involving directly or indirectly the lending or pledging of the City's credit, or the City acting as a conduit for the sale of securities, shall be referred to the Finance Department for review. The execution of leases of equipment and other property requires City Council action and may be supervised by a specific City Department; provided, however that the filing of tax documentation in connection with any such financing shall be supervised by the Finance Department.

Exceptions to this Policy may be allowed in extraordinary instances and only when it is deemed to be in the best interest of the City.

Policy Review and Revision

This Policy will be reviewed at least once every three years or as otherwise required to assure its relevance and coverage of matters related to federal securities laws and/or regulations or tax laws. Such a review may be initiated by the Responsible Party. In connection with such review, the City will consider whether this Policy should be amended or supplemented:

- To address particular requirements associated with any new Obligations, or
- To clarify or further define language within the Policy, or
- To reflect general changes in federal securities laws and/or regulations, or
- To address modifications to federal tax law related to tax-advantaged obligations.

Any such modifications to Policy will require the review and approval of City Council.

Procedures which are outlined in the Disclosure and Post-Issuance Compliance Procedures sections of the Policy may be updated administratively with the approval of the Responsible Party, as necessary provided the changes are consistent with the substance and intent of this Policy.

Section II. Governing Principles

Creditworthiness

The City seeks to maintain the highest practicable credit ratings for all categories of short- and long-term General Obligation and Revenue debt that can be achieved without compromising delivery of City services and achievement of City goals.

The City recognizes that external economic, natural, or other events may from time-to-time affect the creditworthiness of its debt. Nevertheless, the City is committed to ensuring that actions within its control are prudent and responsive.

The City will keep outstanding debt at levels consistent with its creditworthiness objectives as outlined above. In accordance with Section 11-19 of the City Charter, the total outstanding general obligation indebtedness of the City, other than water bonds, shall not at any time exceed three (3) percent of the assessed valuation of the taxable property within the City, as shown by the last preceding assessment for tax purposes. General obligation bonds are sometimes exempted from the three (3) percent limitation by the submission of a Charter amendment.

Governing Law

In issuing and managing Debt, the City shall comply with applicable laws and regulations of the City, state, federal government and regulatory agencies. These include, but are not limited to:

- Internal Revenue Code of 1986, as amended (the "Code")
- Article X of the Colorado Constitution
- Article XI, Part 3 of the City Charter
- Securities Act of 1933 and Securities Exchange Act of 1934; applicable state securities law
- Applicable Securities and Exchange Commission regulations

Permitted Debt by Type

General Obligation Bonds ("GO bonds") – The City is authorized to issue bonds or other financial obligations, including obligations negotiated directly with financial institutions, backed by its taxing authority ("General Obligation Bonds"). In accordance with Article X of the Colorado Constitution, no GO bonds shall be issued until approved by a majority of those qualified electors voting, unless the GO bonds are being issued to refund a prior issue.

Lease-Purchase Obligations / Certificates of Participation (COPs) – The City is authorized to enter into lease-purchase appropriation obligations (including COPs) in accordance with provisions set forth in Colorado Revised Statutes 29-1-103 through 29-1-106, concerning budget issues and term restrictions of lease-purchase agreements. Debt service on such obligations is subject to appropriation in the City budget as they are not a multiple fiscal year financial obligation of the City.

Revenue-Backed Obligations:

Enterprise Funds – The City, acting by and through its enterprises is authorized to issue revenue or lease-revenue bonds ~~or~~ notes (including commercial paper notes) or other financial obligations (including letters of credit or similar borrowing facilities from commercial banks)with the approval of City Council, but without the approval of the voters within the City, so long as, after issuance of such obligations, the Enterprise Funds remain in compliance with covenants made under prior debt authorizations and continue to qualify as "Enterprises" within the meaning of Section 20 of Article X of the Constitution of the State of Colorado ("TABOR").

Sales/Use Tax Revenue Bonds – By charter, the City is authorized to issue bonds or other financial obligations, including obligations negotiated directly with financial institutions, payable from sales and use taxes or other taxes collected by the City. In accordance with Article X of the Colorado Constitution, no such Revenue bonds shall be issued until approved by a majority of those qualified electors voting, unless the such Bonds are being issued to refund a prior issue.

Revenue Bonds – By Charter, the City's Enterprises may issue revenue-based obligations (as further outlined under "Enterprise Funds, above) for any public purpose without first submitting the question of their issuance to the registered electors, and may pledge the revenues generated therefrom to pay the bonds and interest thereon. Under TABOR, only revenue bonds of a TABOR Enterprise may be issued without an election.

Development Revenue Bonds – The City may issue and sell development revenue bonds at public or private sale for the public purpose of promoting industry and developing trade or other economic activity in such manner as provided in Colorado statute. Such bonds shall not constitute a debt or indebtedness of the City and shall be payable solely out of the revenues derived from the financing sale or leasing of the project with respect to which the bonds were issued.

Special and Local Improvement District Bonds – The City shall have the power to construct or install special or local improvements of every character within designated districts by (a) order of the council; or (b) on petition of the majority of the property owners in the designated district, subject in either event to protest by the owners of the frontage or area to be assessed. Such bonds shall not constitute a general obligation of the City and shall be payable solely out of the assessments collected from property owners. While assessments do not require voter approval, the issuance of bonds secured by assessments does require prior approval of the majority of eligible voters in the designated district.

Purpose for Borrowing

The City may issue long-term debt solely for the purpose of financing or refinancing the cost of design, acquisition, maintenance, replacement and/or construction of long-lived capital projects (including land and water rights) or to refund outstanding debt and not for operating capital. The weighted average maturity of the debt shall not exceed 120% of the weighted average useful life of the project or projects to be financed.

Section III. Roles and Responsibilities

After a favorable review of a project and financing concept by City Council or Council Committee(s), the Finance Department shall, in conjunction with the City's Bond Counsel, Financial Advisor, Office of the City Attorney, and Department benefiting from any financing, produce appropriate ordinance(s) and, if needed, bond sale documents for consideration and approval by the City Council.

Legislative Authority – It is the responsibility of the City Council to:

- Approve projects to be financed (as part of a capital plan)
- Adopt an ordinance/resolution authorizing the issuance and sale of debt and determine whether the execution of a sale will be delegated to a designated representative
- Approve and oversee the implementation of this Policy
- Approve budgets sufficient to provide for the timely payment of principal and interest on all debt obligations

Primary Administrative Authority – The primary responsibility for debt management rests with the Finance Director or his/her delegee. The Finance Director, or his/her delegee will be responsible for the remaining elements included in this Policy.

Final terms and conditions for a bond sale or other debt obligation will be specified in the enabling legislation, a Supplemental Resolution of Council or a Final Terms Certificate executed by the Finance Director.

Section IV. Professional Services

Professional Services – The City shall procure professional services as required to execute financing transactions and to advise on non-transaction related work. Such selections shall be made via competitive means and consistent with procurement processes of the City.

Professional services may be provided by Financial Advisors, Legal Counsel (bond counsel, disclosure counsel and/or tax counsel), Underwriters and other service providers such as rating agencies, trustees, paying agents, trustees or escrow agents, printers, arbitrage rebate calculation firms, bidding agents and credit enhancement providers.

Professional services shall be monitored by the Finance Director or his/her designee, and as to legal services by the City Attorney or his/her designee. Compensation for all such services will be consistent with industry standards.

Professional services providers are outlined below.

Municipal/Financial Advisor - The City will select an advisor to assist in the issuance and of all debt. This advisor will provide a range of services in connection with the issuance of debt; must be a duly registered Municipal Advisor under the Securities and Exchange Commission ("SEC") and Municipal Securities Rulemaking Board ("MSRB") rules.

If it is deemed appropriate, separate or additional financial advisors may be retained for their particular expertise for a specific transaction or project. The utilization of the financial advisor for particular bond sales will be at the discretion of the Department of Finance on a case-by-case basis and pursuant to the financial advisory services contract.

Upon expiration of a contract, the City may choose to extend the existing contract or undergo a new full professional services selection process.

In general, the City's Financial Advisor shall not be allowed to participate as an underwriter in the competitive or negotiated sale of any of the City's securities for which it has acted within the prior six months as the City's Financial Advisor.

Bond Counsel – All debt obligations issued by the City shall be accompanied by a written legal opinion by a nationally recognized legal firm with extensive experience in the public finance and tax law, and with significant operations in Colorado, affirming that the City is authorized to issue the debt, that the debt creates a binding obligation, stating that the City has met all state constitutional and statutory requirements necessary for issuance, and determining the debt's federal and state income tax status.

Disclosure Counsel - Every issuance of securities to the public by the City shall be made pursuant to a disclosure document prepared with the assistance of counsel of the City's choosing. Opinions of such counsel shall be addressed to the City and to the underwriter/initial purchaser of the securities, whether at negotiated or competitive sale.

Underwriters – If a negotiated sale is approved in accordance with Section 11-25 of the City Charter, the Finance Director or his/her delegee will be responsible for the competitive selection of the underwriter or underwriters. The primary role for the underwriter in a negotiated sale is to market the debt to investors and purchase debt from the City.

Underwriter's Counsel - The City may pay for underwriter's counsel as part of the Cost of Issuance or make it part of the underwriter's discount.

Arbitrage Rebate Calculation Firm – The Finance Director (or his/her designee) shall, when deemed necessary, procure the services of an arbitrage rebate calculation firm to provide arbitrage rebate compliance services in accordance with codes of the Internal Revenue Service.

Other Service Providers - The Finance Director shall have the authority to periodically select other service providers (e.g., escrow agents, verification agents, trustees, arbitrage consultants, providers of secondary markets disclosure services, etc.) as necessary to meet legal requirements and minimize net City debt costs. These services can include debt restructuring services and security or escrow purchases. The Finance Director may select firm(s) to provide such financial services related to debt consistent with City purchasing guidelines and applicable law.

Section V. Transaction-Specific Policies

Method of Sale

The method of sale shall be determined based on that method that is most likely to achieve the lowest cost of borrowing, while taking into account the characteristics of the financing related to credit rating, security, structure, market conditions and other factors which may favor one method over the other. Unless otherwise justified and deemed necessary to minimize the cost of borrowing, the issuance and sale of fixed-rate debt shall be achieved by competitive bid. The City Council shall have the option to authorize a private/negotiated sale without advertisement for public sale if the City Manager has certified to the City Council that such sale would be to the best advantage of the City.

Competitive Bid Method - If sold through competitive sale, bids will be awarded on a true interest cost basis (TIC), provided other bidding requirements are satisfied and subject to the right of the City to waive defects and irregularities in bids, or to reject any and all bids. For all competitive sales, underwriters will be required to post a good faith deposit upon acceptance of their bid.

Negotiated Sale Method – When market conditions or special complexity or other features of a debt issuance may cause the debt issuance to be less suited for sale by competitive bid, the City Manager, in accordance with Section 11-25 of the City Charter, shall certify to the City Council that such sale would be to the best advantage of the City. For all negotiated sales, underwriters will be required to demonstrate sufficient capitalization and experience related to the debt issuance.

The Finance Director shall make all final determinations of selection for underwriters. The determination will be made following review of competitive bids or responses to requests for proposals (RFPs) or requests for qualifications (RFQs).

If the debt is sold on a negotiated basis, the negotiations of terms and conditions shall include, but not be limited to, prices, interest rates, yields, priority of orders, and underwriting or remarketing fees. The City, along with its Municipal Advisor shall evaluate the terms offered by

the underwriting team in light of prevailing terms and market conditions for comparable issues. In no instance may debt be issued on a negotiated basis without the participation of the City's Municipal Advisor.

All sales of debt by negotiated sale shall be followed by a post-sale analysis and report summarizing bond pricing compared to comparable market sales on the day of pricing, comparisons to Municipal Market Data indices on the day of sale, and details of orders and allotments. **Structural Elements of Debt**

Maturity - Debt will generally be structured for the shortest period consistent with a fair allocation of costs to current and future beneficiaries or users. The weighted average maturity of the debt shall not exceed 120% of the weighted average reasonably expected economic life of the assets being financed. In accordance with Section 11-19 of the City Charter, general obligation bonds of the City, other than water bonds, shall mature in not more than fifteen (15) years from the date of issue and shall be payable in annual installments commencing not later than five (5) years after the date of issue of the bonds. Water bonds shall mature and be payable as provided by the ordinance authorizing their issuance. Revenue bonds shall mature and be payable as permitted by state law.

Structure - Debt will be structured to achieve the lowest possible net cost to the City given market conditions, the urgency or importance of the capital project or asset, and the nature and type of security provided. Moreover, to the extent possible, the City will design the repayment of its overall debt so as to recapture rapidly its debt capacity for future use.

Backloading - The City will seek to structure its debt portfolio with overall level principal and interest costs over the life of the debt. "Backloading" of costs (deferring principal and/or interest to later periods) will be considered only when natural disasters or extraordinary or unanticipated external factors make the short-term cost of the debt prohibitive, when the benefits derived from the debt issuance can clearly be demonstrated to be greater in the future than in the present, when such structuring is beneficial to the City's overall amortization schedule, or when such structuring will allow debt service to more closely match project revenues during the early years of the project's operation.

Coupon Type – Unless otherwise justified, debt will be sold with maturities paying interest on a periodic (i.e. semi-annually, annually) basis. If it is determined to be in the best interests of the City, securities may be issued that pay a rate of interest that varies according to a pre-determined formula or results from a periodic remarketing of the securities, consistent with state law and covenants of pre-existing bonds, and depending on market conditions. Debt may carry a fixed-rate or variable rate of interest (if an approved capital project/s warrants) which rate is calculated utilizing a formula applied to a publicly available financial index.

Redemption Features - For each transaction, the City shall evaluate the costs and benefits of call provisions.

Second Lien (Subordinate) Debt - The City may issue second lien debt only if it is financially beneficial to the City or consistent with creditworthiness objectives.

Derivatives - The City will consider the use of derivative products on a case by case basis and consistent with financial prudence. See Attachment 1, Alternative Financing Instruments.

Refundings - Periodic reviews of all outstanding debt will be undertaken to determine refunding opportunities. Refunding will be considered (within federal tax law constraints) if and when there is a net economic benefit of the refunding or the refunding is desirable in order to modernize covenants essential to operations and management. In general, a current refunding could occur if there are any positive savings. For an advance refunding, to the extent allowed by federal tax law, an economic analysis is needed to determine the net present value savings from a conventional fixed rate refunding structure. Factors including the length of time until the call date, the structure of the refunding debt and expectations of future interest rates shall be reviewed in determining if savings are sufficient. Additional potential savings (savings that are subject to tax risk, basis risk, or similar risks) shown from a "synthetic" or "derivative" refunding structure will not be considered in determining the sufficiency of savings. Advance refundings with NPV savings of less than 3% will not be considered unless there is a compelling public policy objective.

Bond Anticipation Notes (BANs) - Use of short-term borrowing, such as (but not limited to) BANs, tax-exempt commercial paper and reverse repurchase agreements will be undertaken only if the transaction costs plus interest on the debt are less than the cost of internal financing, or available cash is insufficient to meet both capital improvements and working capital requirements.

Credit Enhancement - Credit enhancement (letters of credit, bond insurance, etc.) may be used when debt service on the bonds is reduced by more than the costs of the enhancement as determined on a net present value basis. Credit enhancement may also be considered when there is no net present value advantage if there is a compelling debt structure or public policy objective.

Section VI. Compliance

Disclosure - The City is committed to full and complete financial disclosure, and to cooperating fully with rating agencies, underwriters of its securities, institutional and individual investors, City departments and agencies, other levels of government, and the general public to share clear, comprehensible, and accurate financial information. The City is committed to meeting secondary disclosure requirements on a timely and comprehensive basis. The Finance Department shall be responsible for ongoing disclosure to established national information repositories and for maintaining compliance with applicable disclosure standards promulgated by state and national regulatory bodies.

Issuance and Post-Issuance Compliance Procedures

The City, in consultation with its bond counsel and other members of the Financing Team, as appropriate, shall adopt comprehensive compliance procedures to ensure that the City complies with requirements of the Code, both at the time of issuance and post-issuance, as necessary to maintain the tax exemption for tax-exempt debt. The compliance procedures shall provide for the periodic monitoring of compliance while the debt is outstanding whether requirements of the federal arbitrage regulations and the restrictions of the federal private activity bond regulations applicable to the investment and use of proceeds of tax- exempt bond issuances, as well as the facilities financed with those proceeds, are being properly observed.

Please refer to attachment 2 for Disclosure and Post-Issuance Compliance Procedures.

Arbitrage Liability Management

Because of the complexity of arbitrage rebate regulations and the severity of non-compliance penalties, the City shall solicit the advice of bond counsel and other qualified experts about arbitrage rebate calculations. The City shall, when deemed necessary or when required, contract with a qualified third-party for preparation of the arbitrage rebate calculation.

The City shall maintain an internal record-keeping system for tracking investments and expenditures of bond proceeds.

Section VII. Miscellaneous

Bond Fund - All payment of general obligation and general fund revenue bond debt service shall be from the City Debt Service Fund. The Finance Department shall make other debt service payments, including payments on Enterprise debt, by transferring the amounts from the appropriate accounts.

Investment of Bond Proceeds - Investments will be consistent with those authorized by applicable federal, state and local law and by the City's investment policies.

Costs and Fees - All costs and fees related to issuance of bonds will be paid out of bond proceeds or by the benefiting Department. The Finance Department may assess a fee as part of the costs of issuance on all debt instruments issued by the City sufficient to offset the internal costs of issuance and management of debt.

Attachment I
Alternative Financing Instruments

Introduction

The purpose of this City of Aurora (the "City") Swap Policy (the "Policy") is to establish written guidelines for the City's execution and management of interest rate swaps, forward starting swaps, options, basis swaps, rate locks, total return swaps, interest rate caps, interest rate floors, interest rate collars and other similar products (collectively, "Swap Products").

Philosophy Regarding Use of Swap Products

The Aurora City Council (the "Council") recognizes that Swap Products can be appropriate financial management tools. This Policy sets forth the manner in which the Authority shall enter into, modify, manage and terminate transactions involving Swap Products ("Swap Transactions"). The rationale for the use of Swap Products may include, but is not limited to:

- hedging or managing interest rate, tax, basis, and other risks;
- enhancing the relationship between risk and return with respect to debt or investments;
- changing the City's capital structure;
- achieving an appropriate match of assets and liabilities;
- achieving savings as compared to products available in the cash market;
- synthetically creating or lessening fixed or variable rate exposure;
- locking in fixed rates for future use;
- accessing the capital markets more rapidly than may be possible with conventional debt instruments;
- providing a higher level of savings, lower level of risk, greater flexibility, or other benefits not available in the cash market;
- managing the City's exposure to the risk of changes in the legal and regulatory tax treatment of tax-exempt bonds (e.g., income tax rate changes and other changes to the Internal Revenue Code); and
- achieving more flexibility in meeting financial objectives than can be achieved in conventional markets.

The City shall not assume risks through the use of Swap Products that would not be prudent in light of the above-stated rationales. However, the Council recognizes that unforeseen events may

produce circumstances that are not contemplated by this Policy and may require exceptions to achieve the City's goals. In these cases, flexibility is appropriate.

Delegation of Authority

The Council hereby delegates to its Finance Director (the "Authorized Representative") the ability to independently approve, execute and manage Swap Transactions and, accordingly, all matters requiring City notice, consultation, review, consideration, approval, consent or other action hereunder shall be deemed references to notice, consultation, review, consideration, approval, consent or other action by one of the City's Authorized Representatives. The actions of the City's Authorized Representatives shall be deemed binding with respect to the City with respect to Swap Transactions, and the Authorized Representative needs to execute a Swap Transaction for it to be enforceable. Notwithstanding the foregoing, no Authorized Representative shall enter into any Swap Transaction without the Council's prior approval thereof; provided that such Council approval may be in the form of a general parameters resolution leaving as much discretion with the Authorized Representative as the Council deems appropriate.

Permitted Instruments

The City may use the following, or similar, Swap Products:

- **Interest Rate Swaps**: An agreement to exchange periodic payments based upon changes in rates over a period of time. Cash flows are calculated based on a fixed or floating rate against a set "notional" amount and may begin on a current or forward basis.

- **Total Return Swaps ("TRS")**: A fixed to floating or floating to fixed swap relating to certain underlying bonds or other securities or debt. In connection with a TRS, the swap counterparty acquires the underlying securities or debt, and when the TRS is terminated, the City may be required to make the swap counterparty whole with respect to negative changes in the value thereof.

- **Options on Swaps:** An agreement in which one party has the right, but not the obligation, to enter into, cancel or modify a swap with the other party on a future date or dates or during a specific period.

- **Basis Swaps:** A floating-to-floating interest rate swap in which one floating rate is exchanged for another.

- **Rate Locks:** A form of interest rate swap with a single cash flow, which is most often used to hedge, though not necessarily reduce, the interest cost of an upcoming fixed rate issue.

- **Interest Rate Caps, Collars, Floors:** A financial contract under which a swap counterparty, in exchange for charging a set premium, will make payments to the other

swap counterparty insofar as the specified interest rate either exceeds a specified strike rate or, in the case of a floor, is less than a specified strike rate.

Execution and Ongoing Management

All Swap Transactions must be consistent with this Policy. In addition, the City shall manage its risks and benefits associated with Swap Transactions through periodic consultation with its Swap Advisor as defined below to determine if modifications would be beneficial in light of current market conditions. Such modifications may include one or more of the following:

- early termination of a Swap Product;
- partial termination of a Swap Product;
- modification of the risk of a Swap Product;
- a sale or purchase of options; and
- application of basis swaps.

Swap Advisor

The City shall select and retain a consultant (the "Swap Advisor") to provide guidance with respect to Swap Products.

Selection Criteria: To be eligible to serve as the Swap Advisor, an entity or person must meet the requirements for a "Qualified Independent Representative," as defined in the regulations of the U.S. Commodities Futures Trading Commission promulgated under the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Dodd-Frank") and must:

- have substantial experience advising nonprofit entities and/or state and local governments with respect to Swap Products, and sufficient knowledge to evaluate the particular transaction and risks associated therewith;
- be independent from any swap counterparty or proposed swap counterparty, and not be recommended to the City by any swap counterparty or proposed swap counterparty;
- undertake a duty to act in the best interests of the City;
- not be subject to statutory disqualification under the Commodities Exchange Act or the Securities Act of 1933;
- make appropriate and timely disclosures to the City, including disclosing any known material conflicts of interest that could affect its judgment with respect to its duties as the City's Swap Advisor;

- evaluate, consistent with any guidelines provided by the City, fair pricing and the appropriateness of any particular transaction; and comply with all applicable State and Federal laws with respect to political contributions to public officials.

The Swap Advisor shall present to the City at least annually a comprehensive review of the current status of the City's Swap Transactions. In addition the Swap Advisor shall comply with the requirements with Dodd-Frank, and shall provide representations and enter into agreements consistent with the requirements of Dodd-Frank, including any ongoing requirements, and provide prompt notice to the City and any applicable swap counterparties if any representation becomes incorrect or misleading in any material aspect.
The City will review the performance of the Swap Advisor annually to ensure compliance with this Policy. In connection with such annual review, the City shall obtain a representation from the Swap Advisor that it continues to meet the requirements of a Swap Advisor.

The City will consult with the Swap Advisor with respect to all proposed Swap Transactions. The Swap Advisor shall provide the City with its evaluation of each Swap Transaction unless waived by the City after careful consideration, including:

- **Suitability:** whether the Swap Product meets the City's stated objectives, financial limitations and complies with this Policy.

- **Fair Pricing:** the Swap Advisor shall provide or cause to be provided mid-market pricing or price quotations, and will evaluate the price being offered and obtain quotations from other dealers as necessary.

- **Risks:** evaluate the risks of the Swap Product in accordance with this Policy.

The Swap Advisor shall also consult with the City with respect to the management of the City's Swap Products outside of specific transactions including such matters as recordkeeping and compliance issues.

Risk Analysis

Prior to entering into any Swap Transaction, the City shall consult with its Swap Advisor and consider the risks presented thereby, including each of the following risks:

- **Market or Interest Rate Risk:** The risk that rates, or the spreads between rates, will increase or decrease, and the effect of such changes on the Swap Product's cash flow and market value.

- **Basis Risk:** The mismatch between the rate received under a Swap Product and the rate paid by the City on any related obligation. For example, the risk in a floating-to-fixed swap that the floating rate received by the City under the Swap Product may not at all times equal the floating rate paid by the City on the variable rate bonds that it is hedging. Basis risk may include the risk on a Swap Product where the basis of variable rates received and paid differs.

- **Tax Risk:** Basis risk stemming from changes in the value or interest cost of the City's tax-exempt bonds, as a result of the occurrence of tax events in respect of the City's bonds or of tax-exempt bonds generally, including changes in marginal income tax rates and other changes in the Federal and state tax systems.

- **Termination Risk:** The risk that a Swap Product could be terminated prior to its scheduled termination date pursuant to its terms as a result of any of several events relating to either the City or its swap counterparty. Upon an early termination, the City could owe a termination payment to the swap counterparty or receive a termination payment from the swap counterparty. Such payment would typically reflect the then-current market value of the Swap Product or Products.

- **Amortization Risk:** The risk of a mismatch between the principal amount of any obligations related to the Swap Product and the notional amount of the Swap Product.

- **Counterparty Risk:** The risk that the swap counterparty will not fulfill its obligations as specified by the terms of the Swap Product.

- **Uncommitted Funding Risk:** The risk that the term of a Swap Product exceeds the term of a letter of credit with respect to hedged variable rate demand bonds or the term of the interest rate period of the related bonds being hedged. Also the risk that related variable rate demand bonds cannot be remarketed.

Additional Considerations

The City shall note each of the following additional considerations:

- **Accounting and Covenants:** The City shall consider how the execution and performance of a Swap Transaction will be reported for accounting purposes and how the terms of the Swap Transaction may affect satisfaction by the City of its financial covenants.

- **Credit:** The Council understands that procurement and negotiation of the appropriate portfolio of Swap Products in accordance with the terms of this Policy may be dependent, in part, on its ability to secure its payments to its swap counterparties. The City may provide credit enhancement to its swap counterparties in the form of collateral, financial guaranty insurance or other credit support.

Swap Counterparties

Prior to entering into any Swap Transaction, the City shall consider the credit worthiness of its swap counterparty and consider whether it is appropriate or advisable to require such swap counterparty to post collateral upon the occurrence of certain events or to provide some form of credit enhancement, and/or for the Swap Transaction to include any ratings based termination events. The City shall have flexibility in such matters as long as it is in compliance with all applicable laws.

Compliance with Applicable Laws

Prior to entering into any Swap Transaction, the City shall consult with its counsel to determine the applicability of Section 11-59.3-103, C.R.S. (the "Colorado Swap Statute"), and any other state or federal laws governing Swap Transactions, and, to the extent applicable, confirm compliance therewith. The Colorado Swap Statute, if applicable, contains, without limitation, provisions that mandate certain ratings requirements for the swap provider, limits the maximum term of certain Swap Products and limits the notional amounts of certain Swap Products. In addition, to the extent applicable, it requires that the City receive certain information relating to the costs, risks and benefits of Swap Products, and that City take certain considerations into account, prior to entering into certain Swap Products.

Swap Documentation

The City shall endeavor to use, where practicable, but is not required to use, standard International Swap Dealers Association ("ISDA") documentation, including the ISDA Master Agreement, the Schedule to the ISDA Master Agreement, a Confirmation of each Swap Transaction and, as applicable, the ISDA Credit Support Annex.

The Finance Director of the City or their designee shall be responsible for overseeing all records related to any of the City's Swap Transactions. The Finance Director shall ensure that such records are (i) accessible within 5 days of any request for such records and (ii) maintained for at least 5 years after the termination of each Swap Transaction. At a minimum, the City shall maintain copies of all Swap Transaction agreements, including ISDA agreements, modifications, novations and any related agreements, as well as any correspondence with swap counterparties with respect to such agreements, including collateral demands and price quotations.

Attachment 2
Disclosure and Post-Issuance Compliance Procedures

Section I. Introduction

Background:

Internal Revenue Service ("IRS"). The IRS is responsible for enforcing compliance with the Internal Revenue Code (the "Code") and regulations promulgated thereunder (the "Treasury Regulations"), governing certain obligations, including tax-advantaged municipal bonds.

U.S. Securities and Exchange Commission ("SEC"). The SEC is responsible for enforcing compliance with SEC Rule 15c2-12 (the "Rule") which requires underwriters of governmental securities to obtain agreements from government issuers to meet specific continuing disclosure standards set forth in continuing disclosure agreements ("CDAs") entered into at the time of issuance. The CDA commits the issuer to provide certain annual financial information and material events notices (all as described later in this policy) to the public.

Purpose:

This Disclosure and Post-Issuance Compliance Procedures section of the Debt Policy provides a framework for the City of Aurora's compliance with primary and continuing disclosure requirements under federal securities laws and with post-issuance requirements under federal tax laws for bonds, notes and other obligations issued by the City and backed by the City's taxing authority or system revenues or issued by third parties and secured by City revenues ("Obligations"). This section applies to all such Obligations of the City and its departments (collectively, the "City").

The section of this document entitled "Provisions Related to Federal Tax Law" applies specifically to tax-exempt and tax-advantaged Obligations issued by the City (referred to herein as "Tax-Advantaged Obligations"). Taxable Obligations issued by the City are exempt from the regulations described therein.

Objective:

The City desires to monitor its post-issuance obligations to ensure compliance with the Code, Treasury Regulations and the Rule. This section has been issued to: (1) outline applicable federal laws and regulations related to the issuance of municipal debt obligations; (2) commit the City to the filing of accurate, timely and complete financial and operational information and notice of certain events for the benefit of investors in both the primary and secondary markets, as well as citizens, taxpayers and ratepayers; (3) summarize other post-issuance obligations of

the City related to its outstanding Obligations; and (4) define roles and responsibilities of City staff involved in primary and continuing disclosure and the monitoring thereof.

Primary Responsibility: Primary responsibility for compliance with this section of the Debt Policy shall reside with the Finance Director or other City officials delegated the authority to approve the issuance of Obligations (in either case, the "Responsible Party").

Section II. Securities Laws and Disclosure

Legal Background:

Anti-Fraud Rules: Statements and information put forth by public issuers, if intended to or likely to reach participants in the securities market, are subject to the anti-fraud provisions set forth in regulations of the Securities and Exchange Commission (the "SEC"). The anti-fraud provisions are included in Section 17(a) of the Securities Act of 1933, Section 10(b) of the Securities and Exchange Act of 1934, and SEC Rule 10b-5 (issued under Section 10(a) of the 34 Act) (referred to herein as the "Anti-Fraud Rules"). At their core, the Anti-Fraud Rules require that all material information relating to the offered obligations be provided to potential investors at the time of the offering and as required under Rule 15c2-12 (discussed below). The information provided to potential investors must not contain any material misstatements, and the City must not omit any material information which would be necessary to provide to investors a complete description of the Obligations and material information related to the security for the Obligations, and a thorough financial, operating, governance and management discussion of the City. In the contexts of the sale of securities and any subsequent continuing disclosure, a fact is considered to be material if there is a substantial likelihood that a reasonable investor would consider it to be important in determining whether or not to purchase or sell the securities. Under Rule 10b-5, "disclosure documents used by municipal issuers, such as official statements, are subject to the prohibition against false or misleading statements of material facts, including the omission of material facts necessary to make the statements made, in light of the circumstances in which they were made, not misleading".

Inaccurate or incomplete disclosure can lead to adverse outcomes such as:

- Investigation by the SEC, the FBI or the US. Justice Department
- Investigation by state or local authorities, such as the State Attorney General or the County Prosecuting Attorney
- Imposition of civil fines or penalties
- In the most serious situations, criminal liability
- Civil suits for damages
- Orders imposing limits or requirements on future public offerings
- Harm to an issuer's reputation and investor confidence
- Lack of access to public securities markets
- Rating agency downgrades

The liability for false, misleading, incomplete or fraudulent statements under the federal securities laws can fall to an issuer itself and its directors, governance boards, officers and staff, as well as advisors and other members of the financing team for an obligation.

SEC Regulations

Rule 15c2-12: Largely in response to investor complaints about the lack of disclosure following the initial issuance of debt securities, the SEC adopted Rule 15c2-12 (the "Rule"). The Rule prohibits underwriters from offering bonds unless the issuer enters into a written undertaking to provide specified ongoing disclosure (referred to herein as "Continuing Disclosure") prescribed in the Rule, including annual financial and operating information, audited financial statements and notices of certain listed events.

Not unlike initial disclosure, Continuing Disclosure submissions are also subject to the Anti-Fraud Rules. Continuing Disclosure must be accurate, timely and complete. Additionally, the information must not omit material facts which would be important to investors in making investment decisions.

SEC Disclosure Requirements

Primary Offering Disclosure: When the City issues and sells Obligations pursuant to a public offering, it is responsible for preparing disclosure documents including a preliminary official statement which must be made available to all potential purchasers of the Obligations, and a final official statement (collectively, the preliminary official statement and the final official statement, in the remainder of this Policy, are referred to as the "OS"). The Rule requires that an underwriter must review the preliminary OS in a form "deemed final" by the City (meaning that it contains all material information regarding the Obligations to be issued) with the exception of certain pricing information (such as principal amounts, maturities, interest rates, and debt service information) before it is made available to potential investors. If there are material developments after the preliminary OS was published, and before the sale date, it must be supplemented prior to the sale date. Information relating to pricing is included in the final OS and is the only permitted substantive difference between the preliminary OS and the final OS. If the debt is not being issued through a public offering, the disclosure document may be less extensive and may be referred to as an offering circular, a limited offering memorandum or a private placement memorandum, all of which are also subject to the Anti-Fraud Rules. In some circumstances, such as a direct purchase of the Obligations by a bank, a formal disclosure document may not be necessary or required.

The OS serves four major functions:

- It provides a transaction-specific description of the Obligations being issued;
- It discloses information about the issuer which may include current and historic operating and financial information, outstanding debt, key economic and demographic information,

retirement benefits funding, and other information that may be deemed necessary to comply with SEC disclosure requirements;
- It discloses risk factors particular to the Obligations; and
- It serves as a marketing tool to potential investors.

There are three primary sections included in the OS:

Part one: The front of the document generally provides an overview of the transaction which may include: maturity dates, interest rates, the specific type of financing, the purpose of the financing, the structure of the debt, redemption provisions, sources and uses of funds, source of repayment and other matters particular to the financing.

Part two: The main body of the document generally provides detail on the issuer which may include: the issuer's governance structure, financial condition, operating data, revenues, credit ratings, potential litigation concerns and a summary of the Continuing Disclosure undertaking. To the extent there is credit enhancement in the form of bond insurance, a letter of credit or similar credit facility, a detailed description of this credit enhancement is included in the OS along with material information related to the provider of the credit facility which would be necessary to provide investors with complete and accurate information related to the credit.

Part three: The third part of the OS generally consists of appendices and may include:

- Audited financial statements
- Economic/demographic information which may affect the financial condition of the issuer
- A form of opinion to be provided by bond counsel related to the legality and tax-exempt status, if applicable, of the Obligations
- Summaries or copies of legal documents related to the transaction
- Summaries or copies of credit enhancement instruments, such as a municipal bond insurance policy
- Feasibility studies, consultant reports and the like which have been prepared for inclusion in the OS

The OS is intended to provide comprehensive and accurate disclosure with regard to both the issuer and the transaction such that investors may make informed investment decisions based upon the information provided.

An issuer's disclosure obligations in connection with the initial offering do not end with the closing of the financing. Rather, they continue for as long as the underwriter holds unsold bonds which it is continuing to offer. And in a negotiated bond sale, the bond purchase agreement with the underwriter may include a contractual obligation on the part of the issuer to notify the underwriter and supplement the OS for any material developments occurring or becoming known to the issuer for 25 days or more following the closing.

Because the City, as an issuer of municipal securities, is responsible for the completeness and accuracy of the information put forth to investors in the OS, it is critical that the City provide thorough disclosure, without material misstatements or omissions, sufficient to allow a reasonable investor to make an informed investment decision. This information should include, at a minimum, material information related to the security for the Obligations, and a thorough financial, operating, governance and management discussion of the City. The procedures related to disclosure are outlined in the procedures section of this Policy.

Responsibility: While primary responsibility for compliance with the Policy shall reside with the Responsible Party, the Financing Team including subject matter experts, appropriate staff throughout the organization, and outside consultants and attorneys as further described in the attached procedures, will share responsibility for drafting, editing and reviewing information contained in the OS.

Governing Board Notification: The OS, or a draft in substantially final form, shall be made available to the City Council, or other governing body, as appropriate, prior to publication. Additionally, staff may hold informational briefings at study sessions, committee meetings or other official meetings of the City Council.

Assistance of Counsel: The City may retain outside legal counsel with expertise in federal securities laws matters to assist in the preparation of the OS and will also include the assigned Assistant City Attorney.

Certification: In connection with the closing of the transaction, the Responsible Party, shall be responsible for the certification of the information included in the OS.

Governing Principles for Initial Disclosure. The following principles govern the work of the respective City officials and staff members that contribute, prepare, edit, or, review information contained in the OS:

- City officials and staff involved in the drafting, editing and/or review of the OS are responsible for being familiar with this Policy and with federal securities laws generally as they relate to disclosure.
- City officials and staff involved in the disclosure process should err on the side of raising issues or concerns when preparing or reviewing information for disclosure. City officials and staff are encouraged to consult with Bond Counsel and/or Disclosure Counsel if there are questions regarding whether an issue is material.
- Procedural processes and guidelines related to this Policy, disclosure preparation and review are attached. From time to time, the City will consider revisions to this Policy and attached procedures, as a result of experience during particular financings, because of additional SEC pronouncements or for other reasons.
- The City must take action to ensure that officials involved in the preparation of the disclosure document who have sufficient expertise and authority to, collectively,

Commented [A1]: In the past there has been a separate policy for AURA financings. In particular there was a derivative policy that was established. Let's discuss with Hans the best approach, one policy for both City of Aurora and AURA or two separate policies.

Commented [TMT2R1]: Kutak recommends a single policy with an introductory statement that it applies to the City and any affiliated entities including AURA, ACLC et. al.

compile accurate and complete information to allow a reasonable investor to make an informed investment decision.

Other Marketing Activities: Preparation for the marketing of securities may include activities which are separate from the preparation of the OS. For instance, the issuer may have discussions and interactions with credit rating agencies and make presentations to potential investors. The disclosure in these situations is subject to the same due diligence and Anti-Fraud Rules which pertain to the OS. Information given in these situations must be consistent with information provided to all other investors or potential investors.

SEC Rule 10b-5 prohibits the purchase or sale of a security of any issuer on the basis of material nonpublic information about that security or the issuer, often referred to as "insider information." Thus, third parties should not be provided, orally or in writing, material nonpublic information which is not also available to all investors (or potential investors).

Formal presentations to credit rating agencies and potential investors shall be reviewed by the Responsible Party, as applicable.

Public Statements: Public statements by City officials that can reasonably be expected to reach participants in the securities market are also subject to the Anti-Fraud Rules. Thus, public statements, both verbally and in writing, should be avoided that convey inaccurate or misleading material information regarding the City.

Annual Reports: Annual reports prepared for general dissemination to the public, which typically include audited financial statements, a management discussion and analysis, statistical and other information, and cover letter, are frequently used in connection with offerings of securities and related secondary markets filings primarily in reliance on the opinion of an auditor.

Training Required: Individuals holding responsibility for the issuance of Obligations, the preparation of the OS, the satisfaction of initial and continuing disclosure requirements, and the maintenance of books and records related to the financing shall be provided periodic training related to relevant federal securities and tax laws, either in-house or through third-party conferences, courses, or other programs.

Continuing Disclosure: Ongoing (continuing) disclosure is required by Rule 15c2-12 (the "Rule"), which requires the underwriter of an issue of municipal securities to obtain a commitment from the issuer to provide ongoing disclosure.

Continuing Disclosure is intended to reflect the ongoing financial and operating conditions of an issuer as they change over time, as well as specific events occurring after issuance, that can have an impact on both the ability to repay debt obligations and the market value of the City's debt in the secondary market.

For each new issuance, the Rule requires a written undertaking between the issuer and the underwriter of the obligations which requires the issuer, for the benefit of holders of municipal securities or potential investors, to provide the following to the Municipal Securities Rulemaking Board ("MSRB"):

- Audited financial statements
- Operating data as provided for in the applicable Continuing Disclosure undertaking
- Notice of the occurrence of any of the following events, within 10 business days of the occurrence of the event:

    - Delinquency in the payment of principal of or interest on the issuer's securities
    - Non-payment related defaults, if material
    - Unscheduled draws on debt service reserves, or on credit facilities, reflecting financial difficulties
    - Substitution of credit or liquidity providers or their failure to perform
    - Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability or Notice of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material event affecting the tax status of the security
    - Modifications to the rights of security holders, if material
    - Bond calls, if material, and/or tender offers
    - Defeasances
    - Release, substitution, or sale of property securing repayment of the Obligations, if material
    - Ratings Changes
    - Bankruptcy, insolvency, receivership or similar event of an obligated person
    - The consummation of a merger, consolidation, or acquisition involving an obligated persona or the sale of all or substantial all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material
    - Appointment of a successor or additional trustee or the change of name of a trustee, if material
    - Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation, any of which affect security holders, if material; and
    - Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties

- Other notices:
  - The failure to provide annual information within the specified time
  - Any change in the accounting principles applied in the preparation of the annual financial statements or in the fiscal year

All submissions will be made in electronic form through the MSRB's web-based system known as Electronic Municipal Market Access ("EMMA"), currently available at http://www.emma.msrb.org.

The City shall enroll on the EMMA website for annual email reminders of annual filing deadlines.

Voluntary Disclosure: Although the Rule prescribes certain annual information and event-based disclosures which must be filed, issuers may disclose additional information which would be of interest to investors. To this end, the City may choose to voluntarily disclose other information to the MSRB that goes beyond the requirements of the Rule.

Section III. IRS Regulations

Proceeds of Tax-Advantaged Obligations and certain other funds are subject to the arbitrage and rebate restrictions in Section 148 of the Code. Some funds may only be invested at a rate that does not exceed the yield on the Tax-Advantage Obligations. For funds that may be invested at an unrestricted yield, amounts earned by investing above the bond yield must be rebated to the IRS, unless the City qualifies as a small issuer or a spending exception is met. The arbitrage and rebate requirements for each Tax-Advantaged Obligation are detailed in the federal tax certificate issued in conjunction with the Obligations.

The Finance Director, or his/her designee, will monitor the investment and expenditure of the funds and accounts and will determine whether the Tax-Advantaged Obligation meets the requirement for one of the expenditure exceptions to arbitrage rebate. Arbitrage reports may be required to be prepared, and rebate may be due to the IRS.

Each year, the City, or a qualified consultant, will calculate, in accordance with IRS guidelines, rebate requirements on City obligations. Any investment earnings in excess of permitted amounts, must be paid to the U.S. Treasury.

Appendix: Disclosure and Post-Issuance Compliance Procedures

Financing Team

The Financing Team shall consist of City staff as listed below and other public finance professionals including bond counsel, disclosure counsel (discussed below), financial advisors, underwriters, and others providing professional services related to the issuance of Obligations.

City Staff:

- Finance Director
- City Treasurer and staff members
- Controller
- Accounting Supervisor
- Budget Officer
- Assistant City Attorney

The Financing Team shall hold primary responsibility for: the plan of finance, the financing schedule (including the identification of critical tasks and responsibilities), document review and compliance with federal law and tax regulations, the structuring and pricing of the Obligations, and the preparation rating agency material and presentations to rating agencies . In addition, members of the Financing Team may be called upon to direct the timing of issuance of Obligations; the solicitation and selection of other members of the Financing team; communication and review of financing plans; the discussion of current regulatory issues; staff training; and advising on other issues related to the issuance of Obligations.

Section I. Official Statement Preparation and Review

The following procedures put forth the steps which will be taken in preparing the Preliminary Official Statement and the Official Statement (collectively referred to herein as the OS):

Disclosure Counsel: If it is determined to be in the best interest of the City by the Responsible Party, the City, through the City Attorney or his/her designee, may retain the services of a legal firm (which may be Bond Counsel or other counsel) with a professional understanding of the disclosure requirements under federal securities laws to serve as its disclosure counsel to assist in the coordination and preparation of the OS. Disclosure Counsel has a confidential, attorney-client relationship with officials and staff of the City. Disclosure Counsel typically provides a negative assurance letter as to the disclosure set forth in the OS for each City Obligation. The letter shall be to the effect that, as a matter of fact and not opinion, no information came to the attention of the attorneys working on the transaction which caused them to believe that the OS as of its date and as of the date of their letter (except for any financial, statistical, economic or demographic data or forecasts, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, and other customary exclusions), contained or contains any untrue

statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

Data Sources: The Financing Team, in conjunction with subject matter experts within the City, shall advise on the identification of data and information items within the financial and operating sections of the OS and other information sufficient to allow a reasonable investor to make an informed investment decision. At a minimum, this should include a thorough description of the Obligations, a discussion of financial, operating, governance and management of the City, and risk factors related to the Obligations.

Establish a Plan and Time Schedule for the Preparation of the OS: For each financing, a sufficient amount of time shall be scheduled to allow for the City to obtain credit ratings from nationally recognized ratings organizations and the compilation of all requisite information, disclosure review and approval prior to release of the OS to the market.

Document Review Meetings: During the initial disclosure development process there shall be a formal meeting or call which includes, but is not limited to, the Financing Team, subject matter experts involved in the preparation of the OS, during which the OS is reviewed for accuracy and to obtain final comments or make other required modifications to the document.

Final Review: Prior to release of the OS, the Financing Team, along with subject matter experts, will complete a final review which may include, but not be limited to, comparing and noting any discrepancies between the City's audited financial statements and other source materials and identifying items requiring modification or correction.

Certification: In connection with the closing of the transaction, the Responsible Party shall execute a certificate under the Anti-Fraud Rules to the effect that the OS, as of its date and as of the date of closing, does not contain any untrue statement of material fact or omit to state any material fact necessary to make the statements contained in the OS not misleading in light of the circumstances under which they were made. Such certification may exclude information provided by third parties, such as underwriters, securities depositories and credit enhancers.

Section II. Continuing Disclosure

Ongoing (continuing) disclosure is required by Rule 15c2-12 (the "Rule"), which requires the underwriter of an issue of municipal securities to obtain a commitment from the issuer to provide ongoing disclosure.

Continuing Disclosure is intended to reflect the ongoing financial and operating conditions of an issuer as they change over time, as well as specific events occurring after issuance, that can have an impact on both the ability to repay debt obligations and the market value of the City's debt in the secondary market.

For each new issuance, the Rule requires a written undertaking between the issuer and the underwriter of the obligations which requires the issuer, for the benefit of holders of municipal securities or potential investors, to provide the following to the Municipal Securities Rulemaking Board ("MSRB"):

- Audited financial statements
- Operating data as provided for in the applicable Continuing Disclosure undertaking
- Notice of the occurrence of any of the following events, within 10 business days of the occurrence of the event:

    - Delinquency in the payment of principal of or interest on the issuer's securities
    - Non-payment related defaults, if material
    - Unscheduled draws on debt service reserves, or on credit facilities, reflecting financial difficulties
    - Substitution of credit or liquidity providers or their failure to perform
    - Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability or Notice of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material event affecting the tax status of the security
    - Modifications to the rights of security holders, if material
    - Bond calls, if material, and/or tender offers
    - Defeasances
    - Release, substitution, or sale of property securing repayment of the Obligations, if material
    - Ratings Changes
    - Bankruptcy, insolvency, receivership or similar event of an obligated person
    - The consummation of a merger, consolidation, or acquisition involving an obligated persona or the sale of all or substantial all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material
    - Appointment of a successor or additional trustee or the change of name of a trustee, if material
    - Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation, any of which affect security holders, if material; and
    - Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties

- Other notices:

    - The failure to provide annual information within the specified time
    - Any change in the accounting principles applied in the preparation of the annual financial statements or in the fiscal year

All submissions will be made in electronic form through the MSRB's web-based system known as Electronic Municipal Market Access ("EMMA"), currently available at http://www.emma.msrb.org.

The City shall enroll on the EMMA website for annual email reminders of annual filing deadlines. The current practice of the City is to rely on a secondary markets disclosure services provider for the timely satisfaction of its secondary markets filing requirements.

Voluntary Disclosure: Although the Rule prescribes certain annual information and event-based disclosures which must be filed, issuers may disclose additional information which would be of interest to investors. To this end, the City may choose to voluntarily disclose other information to the MSRB that goes beyond the requirements of the Rule.

Section III. Provisions Related to Federal Tax Laws

Requirements at Closing: Numerous federal tax requirements must be met in connection with an issue of Tax-Advantaged Obligations. These requirements generally are addressed in documents and certificates included in the transcript completed at closing, including in particular the federal tax certificate, and confirmed in certain respects by the legal opinions included in the transcript.

Requirements after Closing: Other federal tax requirements require on-going monitoring after the issuance of Tax-Advantaged Obligations.

Primary Responsibility. The Responsible Party will undertake primary post-issuance compliance responsibility relating to the City's Tax-Advantaged Obligations. The Responsible Party shall be generally familiar with the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations (the "Regulations") governing the tax-exempt/advantaged status of the Obligations. The Responsible Party may delegate tasks to outside attorneys or other consultants with expertise in these areas.

Investment of Proceeds/Arbitrage Rebate Requirements. Proceeds of Tax-Advantaged Obligations and certain other funds are subject to the arbitrage and rebate restrictions in Section 148 of the Code. Some funds may only be invested at a rate that does not exceed the yield on the Tax-Advantage Obligations. For funds that may be invested at an unrestricted yield, amounts earned by investing above the bond yield must be rebated to the IRS, unless the City qualifies as a small issuer or a spending exception is met. The arbitrage and rebate requirements for each

Tax-Advantaged Obligation are detailed in the federal tax certificate issued in conjunction with the Obligations.

The Finance Director, or his/her designee, will monitor the investment and expenditure of the funds and accounts and will determine whether the Tax-Advantaged Obligation meets the requirement for one of the expenditure exceptions to arbitrage rebate. Arbitrage reports may be required to be prepared, and rebate may be due to the IRS. The Finance Director or designee shall:

- During construction, monitor expenditures to confirm satisfaction of expected exceptions to rebate (such as six-month exception, 18-month exception, 24-month exception)
- Make the first rebate payment, if any, which is due five years after date of issue plus 60 days
- Make succeeding rebate payments, which are due every succeeding five years, if there are unspent gross proceeds of the Tax-Advantaged Obligations
- Make the final rebate payment, which is due 60 days after early redemption or retirement of the Tax-Advantaged Obligations

Limitations on Type of Investments. Proceeds of Tax-Advantaged Obligations must be invested as permitted by the Code (as set forth in the federal tax certificate) and under state law and the City's Investment Policy, unless specifically exempted. In addition, the bond ordinance or any bond insurance agreement may further limit permitted investments.

Use of Proceeds During the Construction Period. Monitoring the expenditure of proceeds of a Tax-Advantaged Obligation is necessary to assure that the required amount of proceeds are expended for capital expenditures and that not more than 10% (5% if the private use is disproportionate or unrelated to the qualified governmental use to the extent required by the Code) of the proceeds are expended for projects that will be used in a private trade or business (including by the federal government, other governmental entities and nonprofit entities). Proceeds must be allocated to expenditures by 18 months after the later of the date of the expenditure was made or the date the project was placed in service, but not later than the earlier of 5 years after the Tax-Advantaged Obligations were issued or 60 days after the bonds are retired. The City will use a consistent application of the same methodology for all expenditures of proceeds of a particular issue of Tax-Advantaged Obligations and document this allocation.

Refundings and Defeasances.

- For refunding escrows, the City shall confirm that any scheduled purchases of State and Local Government Series or open market securities are made as scheduled.
- On the redemption date, the City shall confirm that the refunded or defeased obligations have been redeemed and cancelled.

Promptly following the redemption date, the City shall confirm that all proceeds of the Tax-

Advantaged Obligations and all proceeds of the refunded obligations have been spent. The City shall verify that excess proceeds, if any, of the Tax-Advantaged Obligations do not exceed an amount permitted by the Regulations.

Use of Bond-Financed Facilities. Monitoring (and limiting) any private use of the bond-financed facility is important to maintaining the federal tax treatment of Tax-Advantaged Obligations. In general, no more than 10% (5% if the private use is disproportionate or unrelated to the qualified governmental use to the extent required by the Code) of the bond-financed facility can be used in a private trade or business (including by the federal government and nonprofit entities). Private use can arise through any of the following arrangements, either directly or indirectly.

- Selling all or a portion of the facility
- Leasing all or a portion of the facility
- Entering into a management contract or service contracts for the facility (except for qualified management contracts as set forth in the applicable Regulations)
- Use of all or a portion of the facility for research purposes under a research contract (except for qualified research contracts as set forth in the applicable Regulations)
- Entering into contracts giving "special legal entitlement" to the facility (for example, selling advertising space or naming rights)

The Responsible Party may set a schedule for diligence reviews of use of any bond-financed facility and designate the person with primary responsibility for those reviews.

The City will take the following steps to timely correct any noncompliance issues as they arise:

- Consult with bond counsel regarding any private use or proposed change in use with respect to bond-financed property.
- If noncompliance will be remediated under existing IRS remedial action provisions or tax-exempt bond closing agreement programs contained in the Regulations or other published guidance from the IRS, determine the deadline for taking action and proceed with diligence to take the required remedial actions.
- If remedial actions are unavailable, determine whether to make a submission to the IRS' Tax Exempt Bonds Voluntary Closing Agreement Program ("VCAP").

Reissuance. A significant modification of the bond documents may result in Tax-Advantaged Obligations being deemed refunded or "reissued." Such an event will require, among other things, the filing of new information returns with the federal government and the execution of a new federal tax certificate. Bond counsel should be consulted in the event of modification of the bond documents.

Record Retention. The City shall retain records of accounting and monitoring the City carries out with respect to Tax-Advantaged Obligations. Records relating to the issue shall be retained for the life of the Obligations (including any refundings) plus three years.

Section IV. General Requirements Applicable to all City Obligations

Monitoring Post-Issuance Compliance: The Responsible Party may utilize industry standard compliance checklists as published by the National Association of Bond Lawyers, the Government Finance Officers' Association, or other organizations having specialized knowledge in such matters, as the City's template for monitoring its compliance with disclosure requirements in keeping with SEC requirements as well as the Code and other regulations.

The Responsible Party shall be responsible for monitoring post-issuance compliance issues and shall coordinate procedures for record retention and review of such records. Records relating to the issue shall be retained for the life of the Obligations (including any refundings) plus three years.

Documents and other records relating to Obligations shall be maintained by the City. In maintaining such documents and records, the City shall comply with applicable IRS requirements.

The City shall exercise options, as necessary, for voluntary corrections in the instance that there is a failure to comply with post-issuance compliance requirements and take corrective action when necessary and appropriate. This may include engaging bond counsel or third-party advisors to assist in any remedial actions.

Closing Transcripts and Records: Upon the closing of an issuance of Tax-Advantaged Obligations, the Responsible Party shall confirm the filing by bond counsel of applicable tax information (i.e., Form 8038, Form 8038-G or Form 8038-CP) on a timely basis.

The following documents may be maintained in connection with the issuance of each Obligation. The goal is to retain adequate records to substantiate compliance with federal tax, securities law, state law and contractual requirements applicable to the Obligations. Generally, records should be maintained for the term of the Obligations (plus the term of any refunding obligations) plus three years. The records that may be maintained include, but are not limited to, the following:

- Complete bond transcript (provided by bond counsel) in electronic form or hard copy.
- Records of investment of proceeds showing the date and amount of each investment, its interest rate and/or yield, the date any earnings are received, and the amount earned, and the date each investment matures, and if sold prior to maturity, the sale date and sale price.
- Records of expenditure of proceeds in a format showing the amount, timing and the type of expenditure.
- Records of invoices or requisitions, together with supporting documentation showing payee, payment amount and type of expenditure, particularly for projects involving multiple sources of funds.

- Records necessary to document the allocation of bond proceeds and other sources of funds to particular projects or portions of projects.
- Records documenting the final allocation of bond proceeds to expenditures, including any reallocations of bond proceeds, showing the timing and substance of the reallocation, if applicable.
- Records demonstrating compliance with arbitrage and rebate requirements, including arbitrage calculations, documentation of spending exceptions to rebate, rebate reports and related IRS filings and payments.
- Records regarding any guaranteed investment contracts, swaps or hedges with respect to the Obligations.
- Copies of contracts relating to the use of the bond-financed facilities including leases, concession agreements, management agreements and other agreements that give usage rights or legal entitlements with respect to the facility to private parties (e.g., advertising displays, cell tower leases, output contracts, and naming rights agreements).
- Copies of contracts relating to ongoing compliance with respect to the Obligations, such as Calculation Agency Agreements or filings.
- Copies of any filings or correspondence with the IRS, the SEC or other regulatory body with respect to the Obligations.
- Copies of all annual filings and notices of listed events filed with EMMA

Section V. Procedure Review and Revision

Procedures which are outlined in the Disclosure and Post-Issuance Compliance Procedures section of the Policy may be updated administratively with the approval of the Responsible Party, as necessary provided the changes are consistent with the substance and intent of the Policy.

RESOLUTION NO. R2026-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING AMENDMENTS TO THE CITY'S DEBT POLICY

WHEREAS, the City of Aurora, Colorado, (the "City"), is a home rule municipality, organized and existing under Article XX, Section 6 of the Colorado Constitution and as such the City has authority to legislate and regulate its local affairs; and

WHEREAS, it is the role of the City Council (the "Council") to establish policies regarding the operation of the City; and

WHEREAS, the Director of Finance and the Council Management and Finance Committee reviewed the proposed amendments to the City's Debt Policy (the "Policy"), and they have recommended the adoption of the amendments to the Policy attached to this resolution; and

WHEREAS, the Council finds and determines that it is in the best interests of the City and its citizens to adopt the amendments to the City's Debt Policy.

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

Section 1. The City Council hereby approves the amendments to the City's Debt Policy attached to this resolution as Exhibit A, and 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 2. All resolutions or parts of resolutions of the City of Aurora, Colorado, in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this _____ day of _____2026.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:
PETER A. SCHULTE, CITY ATTORNEY

By: Hanosky Hernandez
HANOSKY HERNANDEZ, Sr. Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Stage 1 Water Shortage (Resolution)
Item Initiator: Casey Rossman, Executive Specialist, Aurora Water
Staff Source/Legal Source: Marshall Brown, General Manager, Aurora Water / Ian Best, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Healthy: Connecting natural and built environments with multimodal networks, ensuring access to parks and recreation, and preserving sustainable water supplies.

COUNCIL MEETING DATES:

Study Session: 3/23/2026

Regular Meeting: 4/6/2026

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

A Waiver of Reconsideration is requested due to the current drought conditions and the need for water conservation.
Marshall Brown, General Manager, Aurora Water / Ian Best, Assistant City Attorney
Estimated time: 20 mins

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Water Policy

Policy Committee Date: 3/18/2026

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☒ Minutes Not Available

☐ Minutes Attached

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

On January 21, 2026 the Water Policy Committee supported moving the Water Shortage Response Plan forward to the February 9, 2026 Study Session.

On February 23, 2026, City Council approved the Water Shortage Response Plan as item 11a1.

On March 18, 2026, the Water Policy Committee supported moving th Stage 1 Water Shortage forward to the March 23, 2026 Study Session.

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

The Water Shortage Response Plan is used as per the rules and regulations described under Section 138-189 of the City Code to administer applicable water management and water wasting practices. These rules and regulations are required to meet the annual targets of water demand for the adopted water availability conditions response stage. In accordance with the Water Shortage Response Plan, City Council will adopt a Water Availability Resolution (Water Shortage Stage) that implements a level of restrictions to meet the objectives of the water system. At present, the Water Shortage Stage is at NORMAL, in which permanent conservation measures are in effect, which limits landscape watering to no more than a 2 day-per-week and prohibits watering between 10 am to 6 pm.

Since 2025, snowpack has been well below the respective annualized average. Across the three basins utilized by Aurora Water, the Colorado River, Arkansas River and South Platte River basins, Aurora's storage levels are projected to be below 50% of capacity by early April. The Prairie Waters potable reuse system provides an additional eight to ten million gallons per day to Aurora's water supplies, which helps preserve our mountain supply. Our goals are to maintain a three-year supply whenever practicable.

Based on these conditions and weather forecasts, the General Manager of Aurora Water recommends that City Council declare a Stage I Water Shortage as defined in the Water Shortage Response Plan. Stage I Water Shortage indicates that conditions are abnormally dry, the city's reservoirs are low and the anticipated run off from snowpack will be insufficient to replenish the water supply. Stage I Water Shortage implements a mandatory 2-day-week watering limitation based on address (odd/even), as well as a reduction in watering variance allowances for irrigation accounts. These efforts are targeted to result in a 20% savings in outdoor water use citywide. Stage I does include surcharges as defined by the rate ordinance. Stage I Water Shortage will be effect until it is modified by further Water Availability Resolution.

FISCAL IMPACT

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

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

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

N/A

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does the Council support moving a Resolution of the City Council of the City of Aurora, Colorado, Expressing the Aurora City Council's Declaration of Stage 1 Water Shortage Conditions forward to the April 6, 2026 Council meeting with a Waiver of Reconsideration?

LEGAL COMMENTS

Council shall act only by ordinance, resolution or motion. All legislative enactments must be in the form of ordinances; all other actions, except as herein provided, may be in the form of resolutions or motions. (Section 5-1, Aurora City Charter). (Best)

RESOLUTION NO. R2026- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S DECLARATION OF STAGE 1 WATER SHORTAGE CONDITIONS EFFECTIVE APRIL 6, 2026

WHEREAS, the Aurora City Council and its utility enterprise, Aurora Water, has determined that due to past drought conditions in the arid west and Aurora Water's commitment to the wise stewardship of the finite water resources available to the City of Aurora, a water shortage response plan that effectively protects the health, safety, and welfare of the residents of the City of Aurora, and those served by Aurora Water, is warranted; and

WHEREAS, therefore Aurora Water has promulgated a "Water Shortage Response Plan" to promote efficient use of water for both indoor and outdoor purposes and to set forth the rules and regulations required by sections 138-188 and 138-189 of the Aurora City Code; and

WHEREAS, the Water Shortage Response Plan describes effective water management practices applicable during the various water shortage stages set forth and described in the Water Shortage Response Plan; and

WHEREAS, the General Manager of Aurora Water has reviewed the totality of circumstances relevant to Aurora's current water availability conditions, including but not limited to snowpack and reservoir levels, and recommends that the Aurora City Council declare that water shortage "Stage 1" conditions exist within the City of Aurora as the term "Stage 1" is defined in the Water Shortage Response Plan.

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

Section 1. Effective as of April 6, 2026, the Aurora City Council resolves and declares that "Stage 1" water shortage conditions exist within the City of Aurora (as that term is defined in the Water Shortage Response Plan) including those areas served by agreement which may be outside the jurisdictional boundaries of the City of Aurora.

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

Section 3. Stage 1 water shortage conditions shall exist and continue within the City of Aurora until this resolution is rescinded or modified by the Aurora City Council.

RESOLVED AND PASSED this _____ day of _____, 2026.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:
PETER A. SCHULTE, AURORA CITY ATTORNEY

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

Water Policy Committee (WPC) Meeting

January 21, 2026

Members Present:	Council Member Françoise (Chair), Council Member Angela Lawson
Absent:	Council Member Robert Andrews (Vice Chair)
Others Present:	Rachel Allen, Ian Best, Melina Bordeau, Marshall Brown, Michael Bryant, Stephen Cann, Shonnie Cline, Alexandra Davis, James DeHerrera, Rory Franklin, Sonya Gonzalez, Zachary Henry, Andrea Long, Luz Lopez, Adrian Morris, John Murphy, Cat Olukotun, Casey Rossman, Alyson Scott, Matthew Spacek, Oona Sullivan, Alex Weber, Tim York, Sarah Young

1. Approval of Minutes

The November 19, 2025, meeting minutes were approved as presented.

2. Consent Items

A. Construction Change Order Report
B. Monthly Water Supply Update
C. Grants Update

Summary of Issue and Discussion: CM Bergan asked for an update on the state of our current water supply. J. Murphy responded, the snowpack from the Arkansas Basin is at 51%, the Colorado River Basin is at 53.3% and the South Platte Basin is 38.2% at the time of this meeting. 70% of the state is currently in some sort of drought condition with the precipitation outlook over the next three months very low. Additionally, we are at 59% of our total storage capacity.

CM Lawson asked, since this has been a very dry winter, and if we continue not to receive any snow, what will that lead to? M. Brown responded, since our water storage comes from the snowpack, if we do not have enough, we will be approaching council with the request to implement drought restrictions. We will go into further detail during the Water Shortage Response Plan presentation today.

CM Lawson asked for an overview of the grants that the water department is applying for. L. Lopez responded, we are applying for the SIPA grant and the WaterSmart small storage grant. We are also looking at the Colorado Water Conservation Board grants which include watershed health and recreation grants which we will apply for in July. M. Brown added, we are also still awaiting lead replacement funding for which we have a pending application. CM Lawson asked,

is that state or federal funding. L. Lopez responded, it is managed by the state, but it is federal funding.

Outcome: The consent items were supported as presented.

Follow-Up Action: None.

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3. Citizen's Water Advisory Commission Appointments

Summary of Issue and Discussion: S. Cline gave a presentation on the Citizens' Water Advisory Commission and the upcoming vacancies. The Commission received one (1) new applicant and one (1) application from a member who wishes to be reappointed. The new applicant and the member seeking reappointment were vetted by the Commission in December and voted on to move forward as a recommendation to council at the February 23, 2026, meeting.

CM Bergan asked if Steve Hungerford had applied for a seat on the commission. S. Cline responded, there were no applications with that name, but she would reach out directly to him since there was still one open seat.

Outcome: The Committee supports moving the appointment and reappointment of two (2) members of the Citizen's Water Advisory Committee forward to the February 9, 2026, Study Session.

Follow-Up Action: The appointment and reappointment of two (2) members to the Citizen's Water Advisory Commission will be forwarded to the February 9, 2026, Study Session.

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4. Revision to the Lead Ordinance

Summary of Issue and Discussion: S. Cline gave a presentation on Aurora's existing ordinance language which broadly requires replacement of all galvanized service lines, regardless of whether those lines meet the regulatory definition of galvanized requiring replacement. As service line investigations continue, additional records and information have been identified helping establish that many galvanized service lines in Aurora were never downstream of lead and therefore do not present a public health risk.

CM Lawson asked, do we have to provide any type of reporting on this to the State or Federal government? S. Cline responded, yes, the LCRR (lead and copper rule revisions) which went into effect November 2024 requires us to update our lead line inventory, but replacement of all the lead service lines is not required until 2037. Under the LCRI (lead and copper rule improvements), which has been directed by the Federal government and will go into effect in 2027, will require additional reporting and increased communication with the public if/when we need to complete work on our water mains which may disrupt a lead service line.

CM Bergan asked, when we have had to do replacements, how have those gone? S. Cline responded, we have an agreement in place that homeowners must sign which clarifies what Aurora Water's roles and responsibilities are in replacing these lines. There is also preconstruction coordination that takes place with homeowners, so they are aware of what is involved in the replacements.

CM Bergan asked, out of the 98 lead lines, how many have already been replaced? S. Cline responded, all 98 lead lines still need to be replaced. M. Brown added, we there have been some challenges with the grant funding as they do not want us to start replacing lines before we receive the funding. Additionally, there is no risk to people from a health and safety perspective because we are continuing to manage the chemistry in the water to ensure we don't leach lead out of the pipes.

CM Lawson asked, what is 'Plan B' if we do not receive the funding? M. Brown responded, we would wait until the next federal administration comes in and see if there are additional funding opportunities. If there are none, we would bring this to council to ask for additional budget to do the replacements. CM Bergan asked, since this is in original Aurora, couldn't we pay for this with the TIF (tax increment financing) monies? M. Brown responded, that is a possibility and we will look into that.

Outcome: The Committee supports moving an Ordinance amending section 138-229 of the Aurora City Code pertaining to lead and galvanized service lines requiring replacement forward to the February 9, 2026, Study Session.

Follow-Up Action: An Ordinance amending section 138-229 of the Aurora City Code pertaining to lead and galvanized service lines requiring replacement will be forwarded to the February 9, 2026, Study Session.

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5. Water Conservation Ordinance

Summary of Issue and Discussion: T. York gave a presentation on Ordinance 2022-46 which enacted Section 138-191 of the Aurora City Code pertaining to the 'Use of Turf and Ornamental Water Features'. Section 11 of the ordinance set guidelines requiring a study and report to City Council. This presentation will highlight current municipal trends in ordinance development and share data on acceptance and water use.

CM Lawson asked, when will the State mandate go into effect? T. York responded, House Bill 24-005 had a start date of January 1st of 2026. This bill states that there must be codes developed that prohibit non-functional grass in non-residential areas. CM Lawson asked, when is the compliance date? T. York responded, the compliance date was January 1st of this year but in House Bill 25-1113 there were additional compliance deadlines scheduled for 2028.

Outcome: Informational Item Only.

Follow-Up Action: Informational Item Only.

6. Water Shortage Response Plan

Summary of Issue and Discussion: T. York gave a presentation on the Water Shortage Response Plan (WSRP) which provides the framework and guidance for allowed uses of water, waste of water enforcement, and drought stage declaration in response to water supply conditions. Additionally, The WSRP is promulgated in accordance with City Code sections 138-188 and 138-189 and will be published in accordance with City Code section 2-3.

CM Bergan asked, what is a Water Management Plan? T. York responded, a Water Management Plan would either be a site specific or organization specific plan on how they can use water more efficiently.

CM Bergan stated that there should be some distinction between the size of the water features that will not be allowed. M. Brown stated, that it may become challenging on where to draw the line on sizes of water features and enforceability. Additionally, if we go into drought restrictions this year, we do have the new AMI meters which provide water use data that we can monitor for those using increased water during drought restrictions, including water features.

CM Bergan asked, in stage two drought restrictions, why are you not allowed to wash your car at home, but you are allowed to top off your pool and use commercial car washes? You can turn the nozzle on and off when you are washing your car, but the hose is constantly running when refilling a pool. M. Brown stated, we can change the language so during stage two drought restrictions, you cannot fill pools and we can also look at allowing at home car washes during drought stage two if the pressure washer or nozzle only allows a minimum (to be determined) amount of water.

CM Lawson asked, since commercial car washes are not allowed in stage three drought, will I have to go to another jurisdiction for a car wash? M. Brown stated, correct, if we get to a stage three drought restriction, there will be no car washes allowed within the city.

CM Bergan asked, if there is no dust control or concrete mix available during stage two and stage three drought restrictions, will that stop development? M. Brown stated, yes, during stage three drought restrictions, development will stop. However, during stage two it will depend on each situation, for example, if development is already too far along in the process, and needs to be completed, we would allow dust control and concrete mix, but we will highly discourage new build during that time.

Outcome: The Committee supports moving a Resolution approving the Water Shortage Response Plan forward to the February 9, 2026, Study Session.

Follow-Up Action: A Resolution approving the Water Shortage Response Plan will be forwarded to the February 9, 2026, Study Session.

7. Wild Horse South Reservoir

Summary of Issue and Discussion: S. Young gave a presentation on the Wild Horse South Reservoir location, details about advantages and challenges of this potential location, and next steps in the project process.

CM Bergan asked, why did the Bureau of Land Management (BLM) not identify the timelines for the Land Use Plan Amendment? S. Young responded, during the NEPA process, we have acquired and new project manager who has far more experience in this area and helped us understand the Land Use Plan Amendment and identify the visual requirements.

CM Bergan asked, if we proceed with the CDPHE Regulation 87 process for the South site, how much longer will that take? S. Young responded, the CDPHE required timeline is two years which aligns with the design and SEO approval of the southern site.

CM Bergan asked, are we no longer considering Aurora Reservoir East and how much have we spent on Wild Horse to date? M. Brown responded, we have always needed both reservoirs, but they will serve different purposes. S. Young added, Federal authorization would also be required for Aurora Reservoir East. M. Brown stated, a reservoir out East would be much smaller and would not be storing mountain water, which is our current need. CM Began asked, how much would it have cost without all the delays from the State and Federal agencies? S. Young stated, currently we are on track to spend over a billion dollars but without all the Federal and State permitting delays, it would have been in the high millions. CM Bergan stated that there needs to be a report developed about the amount of time and money we have already spent so we can approach the Federal and State governments to show them how burdened we have been with all the delays. M. Brown stated, Aurora Water did participate in legislation previously to streamline the Federal permitting process to a two-year limit on permitting however, the agencies have now front loaded and end loaded the process since they only have two years for the formal application process causing further delays.

CM Lawson asked, with the importance of this, why this was not brought up before the Federal, State, and Intergovernmental Relations (FSIR) policy committee for discussion so it can be emphasized at both a State and Federal level? And what can we do to move this forward? M. Brown responded, we will bring it forward to the next FISR committee meeting for discussion. CM Bergan added, we can also bring this forward to our delegation when we present our initiatives to them in Washington D.C. M. Brown responded, we can draft some communication for support from Council Members and State Representatives.

Outcome: Informational Item Only.

Follow-Up Action: Informational Item Only.

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8. Miscellaneous Matters for Consideration

Summary of Issue and Discussion: None.

Outcome: Informational only.

Follow-Up Action: Informational only.

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9. Confirm Next Meeting

The next meeting is scheduled for February 18, 2026, at 10:30 a.m. at the Southeast Area Maintenance Facility or via Teams.

X Françoise Bergan (Feb 18, 2026 14:41 34 MST)

Françoise Bergan
Chair, Water Policy Committee

WATER SHORTAGE RESPONSE PLAN

Adopted March 10, 2026

AURORA WATER

Section 1 – Introduction

The City of Aurora, acting by and through its Utility Enterprise (Aurora Water), operates and maintains a complex, highly integrated water supply system that balances reservoir storage, municipal demands and varying water supply conditions to meet the current and future long-term water needs of its customers. Water conservation and demand management, including the highest practicable utilization of reusable and reclaimable water sources, are integral elements of Aurora Water's water resources system. This Water Shortage Response Plan (WSRP) provides a framework for Aurora Water's water use in the event of drought or other water emergencies.

The WSRP recognizes the need to maintain an emergency reserve of stored water in Aurora Water's reservoirs sufficient to provide an adequate level of service to Aurora Water's customers while responding to future climatic conditions and potential system interruptions. Aurora Water promotes efficient use of water supplies through established guidelines for water use during "normal" conditions, which are detailed in this plan. This WSRP also defines "stages" of additional water use restrictions that may be required in response to reduced water supply conditions.

The WSRP is implemented in conjunction with Aurora Water's Water Efficiency Plan (WEP). The purpose of the WEP is to define Aurora Water's water efficiency goals and activities to meet those goals. Activities include water monitoring; conservation education and tools to evaluate water use; rebates and incentives to promote wise water use. As such, the WEP outlines actions to proactively reduce the risk of implementing additional water restrictions, while the WSRP outlines actions to be taken should additional water restrictions be required.

The General Manager is authorized to promulgate the rules and regulations[1] set forth in this WSRP and will implement and enforce this WSRP and all applicable parts of the Aurora City Code to promote and facilitate maximum utilization of water and discourage water waste.

The following defined terms are used in this WSRP:

- **Water Shortage Stage** refers to water availability conditions. For each stage, an associated suite of water demand reduction actions is identified.
- **Water Shortage Stage Trigger** refers to a specified threshold related to months of supply in Aurora's water system.
- **Water Shortage Response Actions** refers to water use restrictions associated with a particular water shortage stage.
- **Months of Supply (MOS)** refers to the number of months of water demands that can reliably be met before use of the emergency reserve. See Section 2 for how MOS is calculated.

[1] See Sections 138-188 and 138-190 of the Aurora City Code.

- **Water Supply Watch Team** consists of the Aurora Water staff responsible for monitoring water supply and demand conditions, determining water shortage stages, and providing recommendations of stage declarations to the General Manager.
- **General Manager** refers to the General Manager of Aurora Water, delegated responsibility for developing this WSRP and is responsible for presenting recommendations to the Aurora City Council regarding adoption of water shortage stages.
- **Large Property Watering Variance Program** refers to a voluntary program for properties with 20,000 square feet or more of irrigated landscape. Enrolled properties must adhere to a vegetation cover type and weather-based efficiency benchmark to remain eligible. The program provides monthly water efficiency performance metrics.
- **Individual Water Efficiency Plan** refers to an individualized plan approved by Aurora Water's Conservation department at a property level outlining strategies to ensure conformance with a vegetation cover type and weather-based efficiency benchmark.
- **Turf** means any cool season turf species, variety or blend with an annual irrigation water requirement greater than 15" (9.345 gallons per square foot), including but not limited to Kentucky bluegrass and Fescue.
- **Community Pool** means a swimming pool operated for public or community use.

Section 2 – Water Shortage Stage Determination

Aurora Water maintains a water supply system that includes storage and terminal reservoirs, deep aquifer wells, shallow alluvial wells, and the Prairie Waters System (PWS), which recaptures reusable return flows. Aurora Water monitors water supply and demand conditions through the process outlined in **Table 1**. As conditions warrant, the General Manager will make recommendations to the Aurora City Council regarding the need for a resolution[2] to modify the water shortage stage. The primary reasons for recommending a change in stage are water shortage conditions due to drought or an emergency. A change to the Water Shortage Stage may also occur due to operational constraints such as pipeline outages, or when community responses to the water shortage response actions are not adequate given the near-term water supply conditions.

Table 1 Water Shortage Stage Determination Process

Step	Description
Ongoing	Quarterly Water Supply Watch Team meetings to review current/forecasted: • Water demands • Snowpack/weather reports • Storage and water supply yield • Operational restrictions
1	If conditions warrant, Water Supply Watch Team meets monthly to: • Develop/review alternate short-term water resource opportunities
2	If conditions warrant, Water Supply Watch Team meets biweekly to: • Execute alternate short-term water resource opportunities • Determine Water Shortage Stage • Determine need for additional staff resources
3	When appropriate, Water Supply Watch Team provides recommendation of stage declaration to the Assistant General Manager over Water Supply & Demand and the General Manager
4	The General Manager presents Stage Declaration recommendation to Aurora City Council for adoption
5	Enforcement (if adopted and approved by the Aurora City Council)

Months of Supply Calculation

Aurora Water considers many factors when determining when to enter a Water Shortage Stage, with one of the most critical factors being the MOS available to meet

[2] The Aurora City Council may act by ordinance, resolution, or motion (Charter Section 5-1). Aurora Water may determine the best method for seeking Aurora City Council approval.

future demands. MOS can be calculated at any point in the year and is used by the Water Supply Watch Team to determine the Water Shortage Stage.

The MOS equation is shown below:

$$Months\ of\ Supply = \frac{(System\ storage\ contents - Emergency\ reserve)}{(Annual\ T\&D\ demand - Reliable\ supply)}\ x\ 12$$

The components of the equation include:

- **System storage contents** is the active volume (excludes deadpool) of Aurora Water 's water supply stored in reservoirs that is available to meet demands.
- **Emergency reserve** is a storge volume reserved for emergency conditions. Conditions that may trigger the use of the emergency reserve include (but are not limited to):
  - Wildfires in source watersheds; and
  - Colorado River Compact call or proactive reductions in Colorado River Basin diversions; and
  - Climate change causing droughts more severe than historically experienced; and
  - Otero Conveyance System extended unplanned outage resulting in inability to access Aurora Water's water supplies from the Arkansas River Basin and Colorado River Basin systems; and
  - Other infrastructure outages (pipelines, tunnels, canals, reservoirs, dams, pump stations, etc.).

  The required emergency reserve volume increases as demands increase and is equal to 110% of the annual in-City indoor demand, plus treatment and transmission losses, plus the portion of contract demands that Aurora Water must always meet. The additional 10% of indoor demands accounts for summer indoor demands associated with evaporative cooling at residences, food storage facilities, hospitals, and military installations.
- **Annual T&D demand** is the volume of water supplies estimated to be needed in the next year to meet transmission and distribution (T&D) system demands (potable water delivered to homes and businesses).
- **Reliable supply** is the minimum amount of water expected to be available in the next year assuming next year's hydrology is similar to the drought year of 2002 (driest single year on record) and considering the estimated reusable water that could be captured by the PWS, less water supply system losses (evaporation and transit losses). Note that the Water Supply Watch Team can use alternative hydrology assumptions if sufficient knowledge of the watershed conditions is available to make such a determination.

For example, for a given year if the system storage contents are 100,000 acre-feet (AF), the emergency reserve is 44,000 AF, the annual T&D demand is 56,000 AF, and the reliable supply is 29,000 AF, the MOS would be calculated as:

$$Months\ of\ Supply = \frac{(100{,}000\ AF - 44{,}000\ AF)}{(56{,}000\ AF - 29{,}000\ AF)}\ x\ 12$$

$$Months\ of\ Supply = 25\ months$$

Water Shortage Stage Triggers

Under normal conditions, Aurora Water targets a minimum MOS of 24 months. Aurora Water's Integrated Water Management Plan Update, completed in 2024, identified the MOS ranges that balance preserving the emergency reserve while avoiding entering any given stage too frequently, referred to as level of service goals. **Table 2** shows the recommended MOS thresholds upon which Aurora Water should consider entering various Water Shortage Stages.

Table 2 Water Shortage Stages and Associated Triggers

Water Shortage Stage	Description	Months of Supply Trigger	Level of Service Goal
Normal Restrictions	Normal supply	More than 24 months	Not applicable
Stage 1 Restrictions	Shortage	19 to 24 months	No more than 3 times in 10 years
Stage 2 Restrictions	Severe Shortage	10 to 18 months	No more than 2 times in 10 years
Stage 3 Restrictions	Emergency Conditions	9 months or less	No more than 1 time in 20 years

As described in **Table 1**, the Water Supply Watch Team regularly reviews the contents in surface water storage, expected spring runoff based on snowpack and long-term weather forecasts, and expected customer water demands. **Table 3** shows representative system storage conditions that could trigger the need to enter Water Shortage Stage 1, 2, and 3. The example in **Table 3** is based on 2025 water demand and system conditions and assumes the forthcoming spring runoff to be similar to the historical drought of record (runoff that occurred in 2002). If the Water Supply Watch Team estimates the forthcoming water supply to be greater than the drought of record, the forecasted system storage contents and MOS would be greater than the example below.

Table 3 Example Recommended Water Shortage Stages based on 2025 Conditions

Recommended Water Shortage Stage	Months of Supply	System Storage Contents (acre-feet)
Normal Restrictions	over 24	more than 100,000
Stage 1 Restrictions	18 to 24	85,000 to 100,000
Stage 2 Restrictions	9 to 18	65,000 to 85,000
Stage 3 Restrictions	less than 9	less than 65,000

Section 3 – Stage Declaration and Implementation

Stage Declaration

If, after efforts to supplement Aurora Water's water sources, and considering watershed conditions, water supply levels remain at concerning levels, the General Manager may recommend that the Aurora City Council adopt more stringent water use restrictions by declaring a change in Water Shortage Stage. Upon recommendation from the General Manager, the Aurora City Council may pass a "Water Shortage Resolution" that will create a stage declaration and institute rules and regulations affecting the allowed uses of water and/or the frequency/timing of use of water served by the water delivery system. Periodic adjustments can be made if the General Manager determines that such changes are needed and the Aurora City Council amends the adopted stages by Water Shortage Resolution. In the event of an imminent emergency, the City Manager shall also have the authority to institute a stage declaration, which, when published, shall have full force and effect and shall be enforceable until such time as the Aurora City Council, meeting in regular session, directs the City Manager as to what revisions, if any, it might wish to make to the stage declaration. Any revisions shall take effect and shall be enforceable when published.

All such rules and regulations, and revisions thereto, shall continue to remain in effect until such time as the water shortage or delivery system constraints have ended, the Water Shortage Resolution has been removed by the Aurora City Council, or an updated Water Shortage Resolution has been passed by the Aurora City Council and notice thereof has been published. The requirements of the WSRP are mandatory and enforceable pursuant to Aurora City Code section 138-189.

Public Notification

Prior to the start of the irrigation season, information is made available to all Aurora Water customers defining the watering schedules and any changes for the upcoming year. Additional information is included in the City's newsletter, NewsAurora, the City's website, and social media channels.

If Aurora moves from normal water-use conditions into Water Shortage Stage 1, 2, or 3, customers will be notified of the associated watering restrictions through direct mail to each account. Additional information will be shared through the City's digital newsletter, NewsAurora, the Aurora Water website, and media press releases outlining conditions and requested customer actions.

- The watering restrictions will be mailed first class to all account holders according to Aurora Water billing records.
- The City Clerk shall receive a copy of the watering schedule.
- The watering schedule and a general outline of the policy will be posted on the Aurora Water website (http://www.aurorawater.org).

Water Shortage Response Actions

Table 4 outlines the shortage response actions associated with each Water Shortage Stage. Should circumstances require further demand management, the General Manager can recommend to the Aurora City Council that additional restrictions be implemented up to and including indoor water rationing to protect public health, safety, and welfare. In addition, the General Manager may require large commercial/industrial non-recoverable water users to reduce water use during water shortage conditions.

Water Shortage Surcharges

Water shortage surcharges are a financial charge for excessive water use during water shortage conditions. Water shortage surcharges may be assessed whenever a water shortage stage beyond normal restrictions is declared. Prior to imposing any water shortage surcharges, the Aurora City Council shall determine the Water Shortage Stage by supplemental resolution and the water shortage surcharges shall be in effect until further action by the Aurora City Council.

The water shortage surcharges are in addition to the regular water rates. The applied water shortage surcharges for each customer are based on usage above the customer's average monthly winter water consumption computed from meter readings taken during the winter period (winter quarter average). Irrigation Only accounts are billed for all consumption since winter water use is expected to be zero. The current rate structures and water shortage surcharges can be found in section 138-223 of the Aurora City Code.

Table 4 Water Shortage Response Actions

Water Use	Water Shortage Stage			
	Normal Restrictions	**Stage 1 Restrictions *(surcharge in effect)***	**Stage 2 Restrictions *(surcharge in effect)***	**Stage 3 Restrictions *(surcharge in effect)***
Residential outdoor turf irrigation	3 days/week	2 days/week	1 day/week	No watering
Multi-family, commercial, and other non-residential outdoor turf irrigation (including golf, parks, athletic fields, and street medians)	Same as single-family residential unless customers have a large user variance or individual water management plan. The goal is to achieve the same use percentage reductions as single-family residential customers.			No watering
Gardens/trees/shrubs/perennials	Allowed	Allowed	Hand, drip, or subsurface watering only	No watering
New turf installations (a Lawn Permit is required if the installation is 250 square feet or greater or daily establishment irrigation is needed)	Allowed with a Lawn Permit	Not allowed	Not allowed	Not allowed
New garden/tree/shrub/perennial installations	Allowed	Allowed	Not allowed	Not allowed
Car washing at home	Allowed	Allowed	Allowed only with 2.0 GPM or less pressure washer	Not allowed
Commercial car washes	Allowed	Allowed	Only certified car washes allowed	Not allowed
New commercial car wash installations	Allowed	Allowed	Not allowed	Not allowed
Power washing	Allowed	Allowed	Not allowed	Not allowed
Serving water at restaurants	No restrictions	Served only on request	Served only on request	Served only on request
Water feature operations	Allowed	Not allowed	Not allowed	Not allowed

Water Use	Water Shortage Stage			
	Normal Restrictions	**Stage 1 Restrictions *(surcharge in effect)***	**Stage 2 Restrictions *(surcharge in effect)***	**Stage 3 Restrictions *(surcharge in effect)***
Outdoor swimming pool filling	Allowed	Filling community pools allowed. Topping off private pools allowed.	Not allowed	Not allowed
Fire hydrant use		Permit required		Not allowed
Construction (soil compaction, dust control, concrete mix, architectural uses)	Allowed	Allowed	Aurora Water General Manager approval required	Not allowed
Water pipeline flushing	Best management practices witnessed by City personnel. Only use to meet health and safety requirements. When practical, use tanker trucks to reclaim water.			
Pipeline pressure testing	Best management practices witnessed by City personnel. Only use to meet health and safety requirements. When practical, use tanker trucks to reclaim water.			
Transportation of water outside City	Any request to transport potable water outside of the City of Aurora must be approved by the Aurora Water General Manager. Any requests for water for oil and gas exploration must be reviewed and approved by City Council.			
Events	Water use for special events must be approved by the Aurora Water General Manager.			
Fire protection	Hose testing allowed using City ponds. All firefighting operations will be maintained under all conditions.			

Exemptions/Exclusions

Exemptions to water use restrictions may be granted if the General Manager (or designee) determines that a hardship or special circumstance exists due to irrigation equipment that cannot meet the requirements outlined above.

Section 37-96.5-103 of the Colorado Revised Statutes authorizes the installation of up to two 55-gallon rain barrels at any single-family residence or multi-family residence with four or fewer units. Water from these rain barrels may only be used for outdoor use, such as garden irrigation. The use of rain barrels is not regulated by the WSRP.

Water wells are controlled by the State of Colorado and are permitted exclusively to a specific property. Only water wells approved by the General Manager (or designee) pursuant to section 138-154 (b) of the Aurora City Code are permissible in the City of Aurora. If a complaint is received, Water Conservation personnel will verify that the water source is from a permitted well. When well water is used for irrigation purposes, Aurora Water requests that a sign be displayed in a conspicuous place indicating well water is in use for irrigation purposes.

Dry land seeding is always permitted.

Irrigation Schedules

Irrigation schedules under each water shortage stage are provided below.

Non-drip outdoor watering is prohibited between the hours of 10 am and 6 pm, from May 1 to September 30, even during Normal Restrictions, with the exception of new sod and seed installation with a permit issued by Aurora Water Conservation. These periods of irrigation apply to the time of application and not the time an irrigation zone is started. Mandatory water schedules begin at 12:00 am and end at 11:59 pm on the assigned day when restrictions are in place.

Customers enrolled in the Large Property Watering Variance Program are prohibited from watering between 10:00 am and 6:00 pm without a permit. **Properties participating in the Water Variance Program may be required to prominently display related signage during the irrigation season.** Aurora Water Conservation maintains a list of enrolled properties for enforcement measures.

Operation of any irrigation system outside of its established watering schedule may be allowed for repairs or routine maintenance without incurring a violation provided the following best management practices (BMPs) are incorporated:

- **Residential Properties:** a person is on site at all times and testing is limited to verifying proper operation and identifying problems of the irrigation system.
- **Commercial and City of Aurora Properties:** a person is on site at all times and testing is limited to verifying proper operation and identifying problems of the irrigation system. A sign must be posted in plain view indicating "irrigation repairs and system checks in progress".

Normal Restrictions – Normal Supply

Watering shall be limited to a maximum of three days per week in accordance with the following procedure:

- **Residential Accounts:** Customers may choose which days they water but watering shall not exceed three days per week.
- **Multi-family, Commercial, and Irrigation Accounts:** Customers may choose which days they water but watering shall not exceed three days per week.

Stage I Restrictions – Shortage

Watering shall be limited to a maximum of two days per week in accordance with the following procedure:

- **Residential Accounts**
  - Single family and duplex, triplex, and fourplex residences with addresses ending in an even number are allowed to irrigate on Thursdays and Sundays.
  - Single family and duplex, triplex, and fourplex residences with addresses ending in an odd number are allowed to irrigate on Wednesdays and Saturdays.
- **Multi-family, Commercial, and Irrigation Accounts**
  - Multi-family, homeowners' association (HOAs) common areas, nonresidential and other large unit or multiunit properties will be allowed to irrigate on Tuesdays and Fridays. Irrigation-only accounts will have their billing and watering variance program allocations reduced by 20%.
  - Aurora Parks and Open Space and Aurora Water can use Mondays as an alternate watering day to Tuesdays and Fridays. For all other customer classes, Mondays will be enforced as a no watering day.

Stage II Restrictions – Severe Shortage

Watering shall be limited to a maximum of one day per week in accordance with the following procedure:

- **Residential Accounts**
  - Single family and duplex, triplex, and fourplex residences with addresses ending in an even number are allowed to irrigate on Sundays.
  - Single family and duplex, triplex, and fourplex residences with addresses ending in an odd number are allowed to irrigate on Saturdays.

- **Multi-family, Commercial, and Irrigation**
  - Multi-family, HOAs common areas, nonresidential and other large unit or multiunit properties will be allowed to irrigate on Tuesdays. Irrigation-only accounts will have their billing and watering variance program allocations reduced by 50%.
  - Mondays will be set aside for Aurora Parks and Open Space needs and Aurora Water needs. For all other customer classes, Mondays will be enforced as a no watering day.

Stage III Restrictions – Emergency Conditions

No outdoor irrigation is allowed.

Noncompliance

Noncompliance with the lawn permit ordinance and/or the irrigation schedule shall be a violation of the WSRP and thus a violation of Section 138-190, Waste of Water, of the Aurora City Code. The following are examples of noncompliance:

- Lawn installed without a lawn permit
- Lawn installed without an inspection
- Irrigation installed without plans submittal and/or approval (non-single-family detached)
- Irrigation installed without an irrigation permit
- Irrigation installed with a permit but without an inspection
- Improper irrigation equipment used
- Irrigating or attempt to irrigate without the water meter being set
- Irrigation connection to incorrect water meter

The following are also violations of Section 138-190, Waste of Water, of the Aurora City Code:

- Irrigation to any area resulting in standing water
- Water not absorbed into the ground or flowing away from the area being irrigated
- Failure to repair irrigation system leaks
- Application of water to an impervious surface such as streets, sidewalks, driveways, etc.

Violations may result in charges being issued against the responsible party as described in Section 4 of the WSRP.

Section 4 – Enforcement

The purpose of the WSRP is to promote wise water use of the City's available water resources. Any violation of the WSRP shall be a violation of Section 138-190, Waste of Water, of the Aurora City Code and are subject to warnings, charges, and potential discontinuance of service or the installation of a flow restrictor. This enforcement is conducted by water monitors employed by Aurora to protect the interests of the public and protect public health and safety.

Water Monitors

Water monitors are hired by Aurora and receive training in customer service, public education, enforcement and safety. Water monitors will make reasonable efforts to make personal contact with the responsible party to inform them of the violation and provide the opportunity to address the situation as soon as possible, as well as to provide public education, including distributing irrigation schedules and water conservation materials. Private parties may also use the Access Aurora app or website, or contact Aurora Water Conservation 303.739.7195 to notify that a violation is occurring. As staff are available, they will be dispatched to investigate the complaint and document it accordingly.

Due to the size, public exposure, and potential negative impact to the water system of water waste in large, common and/or public areas, responsible parties may be notified through phone, email, and/or text of the violation so that the violation may be immediately addressed. This is accomplished during regular business hours.

Water monitors will document the date, time and type of watering schedule or water wasting violation and typically take photographs of the violation(s). Should the violation(s) be appealed, this data will serve as evidence that the violation actually occurred and will be supplied to the owner or responsible party upon request.

Enforcement Process

As the focus of the program is to encourage compliance, first violations are issued a warning with no charges applied. Subsequent violations have charges assessed on a graduating scale. Violation notifications will be the notice of record and may be given through one of the following methods:

- Door hanger
- Phone call
- Email
- SMS/text message
- Letter mailed through the United States Postal Service (USPS)

Where possible and appropriate, water monitors will attempt to notify the water customer by telephone or in person.

1st Violation – Warning, no charge incurred

Contact is made using one of the methods listed above. Included in this notification are the specifics of the violation and information reminding the customer of the watering restrictions and their purpose.

2nd Violation – Charge

If a second violation occurs, a notice will be left at the property as well as being sent using certified mail to the responsible party and the property owner (if different from the responsible party). Included in this notification are the specifics of the violation, information reminding the customer of the watering restrictions and their purpose, and the charges assessed. Charges for violations are separate from any water shortage surcharges incurred and are applied to the appropriate water billing account within two business days of the violation. Customers may submit an appeal within 30 days of receiving notice of violation.

Subsequent Violations – Charge and possible suspension of water service or installation of flow restrictor

Notice of subsequent violations and suspension of water service will be left at the property as well as being sent via certified mail to the responsible party and the property owner (if different from the responsible party). At the discretion of the Manager of Water Conservation and approval of the Aurora Water General Manager, a flow restrictor may be installed in lieu of suspension of service. This action will be done within seven business days following the observed subsequent violation. To reinstate water service or have the flow restrictor removed, an appeal must be sent to the Aurora Water General Manager in writing identifying the steps taken to correct the violation pattern.

Violation Remedy Timeframes

Upon notice of a water waste violation, the owner or responsible party will be allowed to correct the identified issue or comply with the WSRP without incurring subsequent violations within the following timeframes:

- **Residential Class:** Residential customers shall have seven (7) calendar days from the date of violation to correct the identified problem.
- **Commercially Owned Residential Class:** Residential customers defined as "Commercially Owned" shall have three (3) days to correct the identified problem.
- **Irrigation Only Meters:** Continuous flow through irrigation only meters, as verified using advanced metering infrastructure (AMI) data, is prohibited. Irrigation Only meters showing continuous flow after two (2) notifications will be subject to shut off. High-volume continuous flow may result in shut off prior to customer notification. In these instances, contact will be made as soon as possible following shut off.

- **Multi-family, Commercial, Irrigation, and Hydrant Classes:** Customers with multi-family, commercial, irrigation or hydrant accounts shall have three (3) days from notification to correct the problem.

Appeal Process

Owners are responsible for ensuring that their properties meet the WSRP regulations. The appeal process does not apply to warnings that have been issued. A warning violation cannot be appealed. If an owner or responsible party feels that a charge has occurred by mistake or through extenuating circumstances, a completed written appeal letter must be received by the Aurora Water Conservation Manager within 30 days of the date on the certified notification letter. The letter should include the following information:

- Specific violation in question (date, time, location of violation, and Aurora Water account number)
- Grounds for appeal
- Customer contact information (name, phone, email, and address)

Any appeal received after 30 days will not be considered and the associated charges will not be removed from the account.

Aurora Water Conservation will respond to the customer within 10 business days of receipt of an appeal request or the charge will be removed from the account. If the customer's appeal is approved, the related charge will be credited to their water billing account within the subsequent billing cycle. Should the appeal be denied, a further appeal may be made to the Aurora Water General Manager for final disposition.

Water Shortage Response Resolution

City Council
April 6, 2026

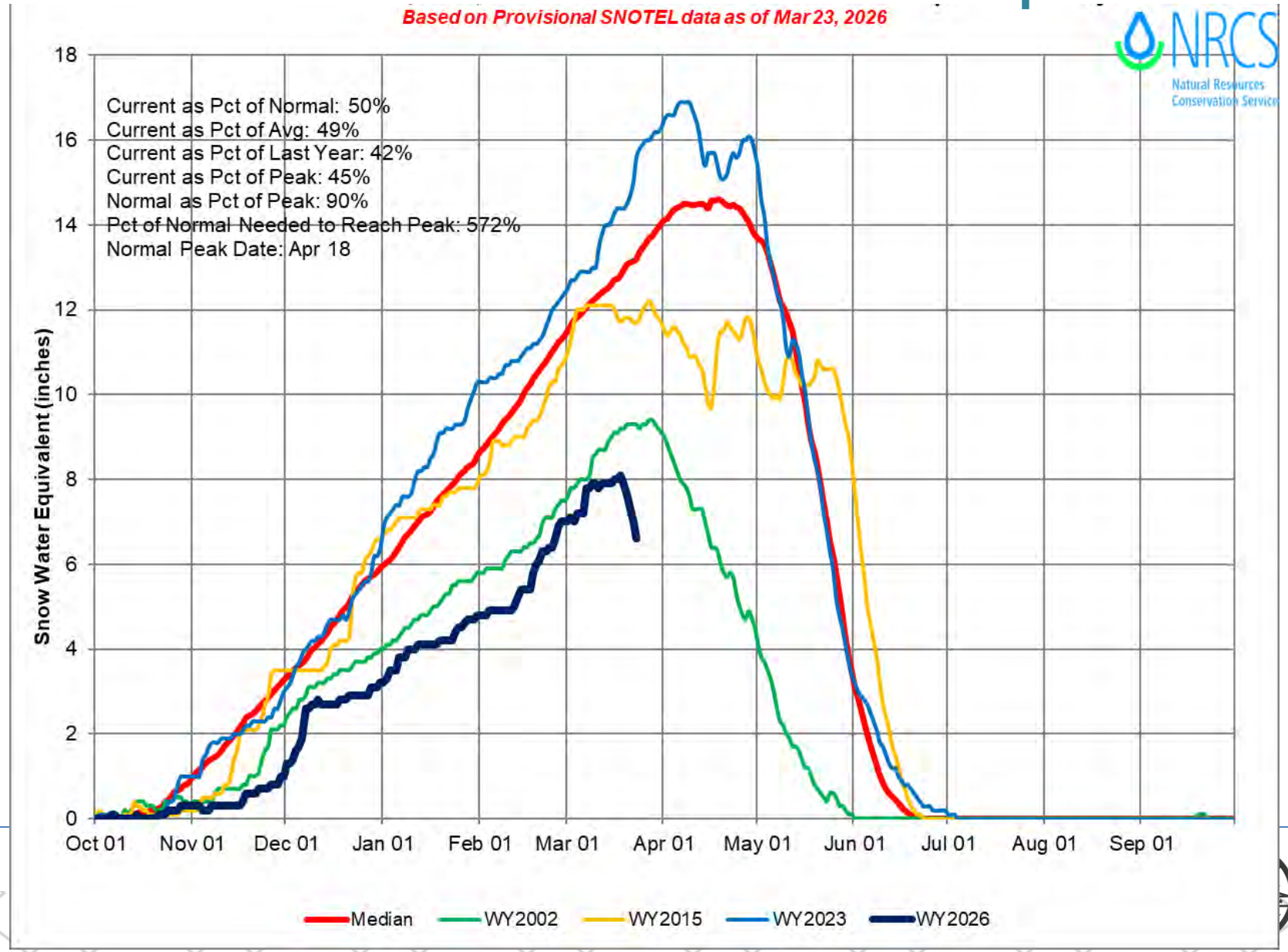
Current Conditions & Context

- Colorado is experiencing historically low snowpack
- Aurora Water's water supply basins = 49.1% of median (snow water equivalent)
- Storage is at approximately 58% of full
- March 16 - Governor Polis activated Drought Task Force and Phase 2 of Colorado's Drought Response Plan



Spinney Mountain Reservoir

Colorado's Current Snowpack



Stage 1 Water Shortage Response

- Outdoor irrigation
  - 2 days/week on assigned days
  - No watering between 10 a.m. – 6 p.m.
- No new cool weather turf installation
- Private pool filling not allowed; topping off is allowed
- Decorative water features not allowed to operate
- Restaurants serve water only on request

Residential, Multi-family & Commercial Drought Surcharges

- All accounts, except irrigation-only:
  - $2.15 per 1,000 gallons above 110% of account's winter quarter average
- Surcharge is in addition to standard tiered rate
- Winter Quarter Average = average of water use from December, January, & February

Surcharges for Residential, Multi-Family and Commercial

Effective January 1, 2026

Water Availability Conditions				
Allowed water usage for tiers	**Normal**	**Stage I**	**Stage II**	**Stage III**
Surcharge per 1,000 gallons used up to 110% of winter quarter average	$0.00	$0.00	$0.00	$4.63
Surcharge per 1,000 gallons used above 110% winter quarter average	$0.00	$2.15	$8.38	$13.89

City Code Sec. 138-223

Irrigation-only Drought Surcharges

- Irrigation-only accounts:
  - $2.15 per 1,000 gallons applied to all water used
  - Allocations reduced by 20%
- Surcharge is in addition to standard tiered rate

Surcharges for Irrigation

Effective January 1, 2026

Water Availability Conditions				
Allowed water usage for tiers	**Normal**	**Stage I**	**Stage II**	**Stage III**
Surcharge per 1,000 gallons used up to 100% of customer's annual block allocation	$0.00	$2.15	$7.94	$13.89
Surcharge per 1,000 gallons used greater than 100% of customer's annual block allocation	$0.00	$2.15	$7.94	$27.78

City Code Sec. 138-223

Enforcement

- **1st violation:** Warning. Goal is enforcement
- **2nd violation:** Fine applied to water bill
- **Repeat violations:** Escalating fines and potential for service interruption

	2nd Violation	3rd Violation	All Additional Violations
Single-Family	$125.00	$250.00	$500.00
Multi-Family, Commercial and Irrigation	250.00	1,000.00	2,000.00

City Code Sec. 138-190

CITY OF AURORA
Council Agenda Commentary

Item Title: Aurora Police Department (APD) and Aurora U.S. Immigration and Customs Enforcement (ICE) Processing Center (AIPC) Memorandum of Understanding (MOU) (Resolution)
Item Initiator: Danelle Carrel, Manager of Executive Support, Police
Staff Source/Legal Source: Mark Hildebrand, Deputy Chief, Police / Mandy MacDonald, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Safe: Promoting safety in our built environment through effective administration of city codes and ordinances and responding to emergencies appropriately to preserve and enhance the community's sense of security and well-being.

COUNCIL MEETING DATES:

Study Session: 3/23/2026

Regular Meeting: 4/6/2026

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Mark Hildebrand, Deputy Chief, Police / Mandy MacDonald, Assistant City Attorney
Estimated time: 10 mins

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval

☐ Does Not Recommend Approval

☒ Forwarded Without Recommendation

☐ Minutes Not Available

☐ Minutes Attached

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

N/A

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

This Memorandum of Understanding (MOU) establishes the framework for cooperation between the Aurora Police Department (hereinafter "APD") and the Aurora ICE Processing Center (AIPC) operated under the authority of the United States Immigration and Customs Enforcement (ICE). Furthermore, this MOU sets forth guidelines for law enforcement responses to the detention facility, promoting mutual support in public safety, criminal investigations, detainee transport and custody, emergency response, and law enforcement operations related to the detention and management of individuals in federal immigration custody, as well as collaboration in apprehending detainees who have escaped federal detention. This MOU is intended to clarify roles and responsibilities while ensuring APD's compliance with Colorado statutes governing local law enforcement's involvement in federal immigration enforcement.

FISCAL IMPACT

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

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

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

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

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

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

QUESTIONS FOR COUNCIL

Does the Council approve to move forward to Regular Session?

LEGAL COMMENTS

This Memorandum of Understanding (MOU) establishes the framework for cooperation between the Aurora Police Department (APD) and the Aurora ICE Processing Center (AIPC), clarifying roles and responsibilities between the parties, while ensuring APD's compliance with state law governing local law enforcement's involvement in federal immigration enforcement. This MOU is approved as to form. (MacDonald)

The Aurora Police Department is authorized to enter into this agreement by Colo. Const., art. XIV, § 18(2), C.R.S. § 29-1-203 and Article 10-12 of the Aurora City Charter. (MacDonald)

AURORA POLICE DEPARTMENT

MEMORANDUM OF UNDERSTANDING (MOU) WITH
THE AURORA ICE PROCESSING CENTER (AIPC)

PURPOSE:

This Memorandum of Understanding (MOU) establishes the framework for cooperation between the Aurora Police Department (hereinafter "APD") and the Aurora ICE Processing Center (AIPC) operated under the authority of the United States Immigration and Customs Enforcement (ICE). Furthermore, this MOU sets forth guidelines for law enforcement responses to the detention facility, promoting mutual support in public safety, criminal investigations, detainee transport and custody, emergency response, and law enforcement operations related to the detention and management of individuals in federal immigration custody, as well as collaboration in apprehending detainees who have escaped federal detention. This MOU is intended to clarify roles and responsibilities while ensuring APD's compliance with Colorado statutes governing local law enforcement's involvement in federal immigration enforcement.

SCOPE: This Memorandum of Understanding (MOU) governs law enforcement support for incidents occurring at or involving the AIPC. It also outlines assistance during emergencies, such as escapes, disturbances, and natural disasters, as well as protocols for information sharing and cooperation in emergency preparedness.

AUTHORITY:

The Aurora Police Department is authorized to enter into this agreement by Colo. Const., art. XTV, § 18(2), C.R.S. § 29-1-203 and Article 10-12 of the Aurora City Charter.

The AIPC/ICE- With the authority (PBNDS 2011 (REV.2016), Standard 1.1 "Emergency Plans.", Section V, Letter C. # 3 b.

DEFINITIONS:

Escape: As defined by the US Department of Justice, escape is a "voluntary departure" from custody, which requires that the escapee(s) have knowledge that his/her actions would result in his/her leaving physical confinement without permission.

ESCAPE AS A CRIMINAL OFFENSE:

Members of the Aurora Police Department may be called to assist with escape situations. Responding officers have the authority to detain and take escapees into custody, as the act of escape from this facility represents a criminal violation of the United States *Code* ***18 U.S.C. § 751 – Prisoners in Custody of Institution or Officer***.

RELEVANT COLORADO STATE STATUTES:

The following state statutes govern APD's response and involvement in federal immigration enforcement.

1. ***CRS § 24-76.6-101 - Definitions*:** This section provides precise definitions for terms used within the article:

    a. **"Civil immigration detainer":** A written request from federal immigration authorities asking local law enforcement to detain an individual beyond their eligible release time.

b. **"Eligible for release from custody":** Circumstances under which an individual may be released, such as charges being dropped, acquittal, completion of sentence, posting bond, referral to pretrial diversion, or other conditions under state or municipal law.

c. **"Law enforcement officer":** Peace officers employed by entities like the Colorado State Patrol, municipal police departments, town marshals' offices, or county sheriffs' offices.

d. **"Personal information":** Confidential identifying details about an individual, including contact information, probation meeting schedules, and court-ordered appointments.

2. ***CRS § 24-76.6-102 - Civil Immigration Detainers – Legislative Declaration*:**

a. Holding an individual solely based on a federal civil immigration detainer constitutes a new arrest under state law and a seizure under the Fourth Amendment.

b. Such detainer requests are not considered warrants under Colorado law, as they lack judicial approval.

c. Consequently, law enforcement officers are prohibited from arresting or detaining individuals solely on the basis of civil immigration detainer requests.

d. However, this does not prevent cooperation with federal authorities in executing warrants issued by federal judges or magistrates, nor does it inhibit the enforcement of criminal laws or participation in joint law enforcement actions.

3. **CRS § 17-1-115.7** – PREA Compliance: The Statute mandates that the Colorado Department of Corrections implement policies in compliance with the federal Prison Rape Elimination Act (PREA) and ensure that Colorado's correctional facilities comply with the standards established by the federal PREA legislation.

APPLICABLE FEDERAL STATUTES REGARDING ESCAPE:

1. ***8 U.S.C. § 1253 – Penalties Related to Deportation Proceedings***
A person subject to a final order of removal who willfully fails to depart or escapes from custody while awaiting removal may face criminal penalties.

2. ***18 U.S.C. § 751 – Escape from Custody***
This statute applies to immigration detainees if they are in federal custody or held under a contracted facility like the AIPC.

Nothing in this MOU deputizes APD members as federal officers for the purposes of enforcing these provisions, and all assistance must be done in conjunction with federal law enforcement.

ADDITIONAL CONISDERATIONS:

If the escape involves the use of force, assault, or violence, *18 U.S.C. § 111 - Assaulting Federal Officers* may also apply, or in case of a person aiding in the escape, *18 U.S.C. § 752 - Assistance to Escape* might be relevant.

Enhanced penalties could be imposed if the escapee is a previously removed felon under *8 U.S.C. § 1326 - Reentry After Deportation.*

1. When the sole criminal charge is escape, APD will transfer custody of the apprehended individual to federal partners for prosecution under the applicable federal charges.

2. In the event of additional offenses committed post-escape, APD will collaborate with federal partners to determine appropriate charges, venue, and course of action regarding criminal prosecution based upon the severity of crimes.

JOINT RESPONSE PROCEDURES FOR ESCAPED DETAINEES AT THE AIPC FACILITY:

When reporting an escape from the AIPC facility, detention staff will notify the Aurora Police Department (APD) with the following:

1. Confirmation of escape and headcount
2. Pertinent details regarding the escapee(s):
   a. Name,
   b. Date of Birth,
   c. Time frame,
   d. criminal charges,
   e. photograph,
   f. last known contact information, and
   g. any known local addresses or associates.

Upon notification of the escape, APD will conduct a **threat assessment** to determine the appropriate level of response.

Factors considered may include:

1. Nature of the offense and criminal history
2. Risk to public safety
3. Time elapsed since escape
4. Known intentions or behavioral indicators (for detailed guide, refer to *Threat Assessment Addendum*)
5. Number of Escapees

Upon notification of an escape, an APD supervisor will contact the AIPC to fully assess the circumstances and coordinate an appropriate response. In all reports of an escape, APD will respond to the facility to take an in-person report. In the event of a delayed notification or anticipated delayed response, APD may take a phone report until an officer can respond to the facility. AIPC should provide the pertinent information listed above to APD at the time of the report. AIPC will be responsible for disseminating the BOLO to any other agencies they deem appropriate.

Based on the threat assessment, an APD Supervisor will determine the resources to be allocated, ensuring public safety remains the priority. Officers will not operate outside Aurora city limits unless actively engaged in a hot pursuit.

Coordination with outside jurisdictions is the responsibility of AIPC and/or federal partners. Any interagency support must be initiated through those channels.

In the event of an escape reported without delay, APD will determine the need and scale for immediate operational support in coordination with AIPC and federal law enforcement. The Aurora Police Department

utilizes the Incident Command System (ICS), whereby the Aurora Police Department will maintain full authority and command over all Aurora Police resources and assets. Within ICS, the Aurora Police Department will coordinate a unified command structure with AIPC and other emergency services as needed.

Response actions include:

1. **Establishing a Perimeter**
   a. Deploy on-duty resources (e.g., patrol, K9, drone assets) to secure the area
   b. Coordinate with the Duty Executive for containment strategy
2. **Inner Perimeter Search**
   c. AIPC personnel will lead search efforts within the facility
3. **Notifications and Alerts**

   a. AIPC will notify Denver Police Dispatch, RTD, and other relevant entities
   b. APD will disseminate alerts via email, radio, and applicable platforms (e.g., Code Red, Spidertech) including:

      i. Escapee's physical description and identifiers
      ii. Last known direction of travel
      iii. Associated case number
      iv. Photograph (if available)
      v. Command post location
      vi. Known weapons or threats
      vii. Charges for which the individual was in custody

4. **Public Messaging**

The Public Information Officer (PIO) and Duty Executive will coordinate public notifications (e.g., shelter-in-place, BOLO)

5. **Incident Command Activation**

If the escapee remains at large, the Incident Commander will determine whether it's appropriate to deploy specialized units (ERT, K9, ESS drone support, investigative teams). **ICS structure** will be implemented with designated roles:

   a. Incident Commander
   b. Operations Chief
   c. Logistics Chief
   d. Scribe (to maintain search logs and personnel tracking)

6. **Extended Response Considerations**
   a. Duty Executive oversight
   b. Relief planning for active patrol units
   c. Command Post check-in for accountability
   d. Ongoing CAD monitoring for sightings or tips
   e. Staffing and shift management (early call-ins, holdovers, second operational period planning)

All updates will be communicated to the Duty Chief, who retains sole discretion to suspend operations if the escapee is not apprehended.

OTHER INCIDENT TYPES:

1. CRIMINAL INVESTIGATIONS INSIDE THE AIPC DETENTION FACILITY:

Jurisdiction inside the facility is shared between Immigration and Customs Enforcement (ICE), United States Marshal Service (USM), and the Aurora Police Department (APD) to the extent granted by the aforementioned federal agencies. ICE and/or the USM may conduct investigations without APD involvement in most cases. APD will normally take the lead in sexual assaults, domestic violence, and other violent crimes. The guidelines detailing APD's involvement and investigative procedures inside the detention facility are described in *DM 6.11 – Preliminary and Criminal Investigations*. The watch commander holds ultimate responsibility for determining the extent of APD's involvement in investigations at the AIPC.

2. DISTURBANCE:

The primary responsibility of the Aurora Police responding to a disturbance while assisting AIPC personnel is "life safety" and to coordinate an appropriate response. AIPC staff is responsible for the interior security of the facility, and APD members may respond inside upon request.

AIPC personnel will be responsible for suppressing riot/disturbance activities inside the facility. APD members may provide assistance inside the facility upon an AIPC request and with supervisor approval whenever it is determined that the circumstances exceed the capabilities of AIPC staff.

AIPC and federal personnel are primarily responsible for the interior facility operations and communications with detainees.

3. BOMB THREAT:

All bomb threats will be handled following standard procedures. The decision to evacuate will be the responsibility of AIPC and Immigration and Customs Enforcement personnel.

4. CIVIL DISTURBANCE:

AIPC staff will work closely with APD regarding the sharing of information for civil disturbances, i.e. protests, that are scheduled to occur at or close to the facility. AIPC staff in conjunction with ICE and APD will develop a plan to protect the facility, the grounds, and surrounding area to maintain public safety and order.

5. PRISON RAPE ELIMINATION ACT (PREA):

CRS § 17-1-115.7 mandates that the Colorado Department of Corrections implement policies in compliance with PREA. These laws ensure that Colorado's correctional facilities comply with the standards established by the federal PREA legislation.

a. Pursuant to the Prison Rape Elimination Act (PREA) and its corresponding regulations, the AIPC Personnel will refer any allegations of sexual abuse and sexual harassment to the APD when the allegation involves potentially criminal behavior. The APD will conduct the investigation, issue a case number, and take any enforcement action that the APD deems appropriate, consistent with its authority as a Colorado Law enforcement agency.

b. The rendering of assistance for PREA-related cases shall not be mandatory, but APD should immediately notify the requesting party if, for any reason, investigative assistance cannot be rendered and issue a case number instead.

c. APD, as the agency responding to such requests, understands that the allegation is of a criminal nature and shall have complete control over conducting the investigation.

d. If necessary, the AIPC Personnel shall preserve and maintain the crime scene until the responding agency arrives. AIPC Personnel shall fully cooperate with requests from the APD. The APD will be responsible for collecting any usable physical evidence deemed necessary for criminal prosecution.

e. APD agrees to allow the AIPC Personnel to make available to the victim a victim advocate from the designated local rape crisis center.

f. If appropriate for the investigation, APD and AIPC Personnel will coordinate for the alleged victim to undergo a SANE exam at the designated local medical center.

g. APD will provide the victim with access to a victim advocate during the forensic exam and investigatory interviews, upon the victim's request.

h. The Center PREA Investigator shall be the primary point of contact and liaison between the AIPC facility and the APD, coordinating all necessary information and assistance required by the APD.

MISCELLANEOUS

Nothing in this Agreement shall be construed as a waiver by APD of the protections afforded pursuant to the Colorado Governmental Immunity Act ("CGIA"), found at C.R.S. § 24-10-101 et seq. as the Act may be amended from time to time. Specifically, no Party to this Agreement waives the monetary limitations or any other rights, immunities or protections afforded by the CGIA or otherwise available at law.

TERM: This MOU will be in effect for ten (10) years.

REVIEW/MODIFICATION OF AGREEMENT**:** This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. This MOU can be terminated by mutual agreement of the parties or by unilateral action of one party by giving the other party ninety (90) days' written notice.

NOTICES:

For AIPC Personnel.:
J. Baltazar, AIPC Facility Administrator
3130 North Oakland Street
Aurora, Colorado, 80010

For APD:
Chief of Police
Aurora Police Department
150001 E. Alameda Parkway
Aurora, CO 80012
303-739-6021

Aurora City Attorney's Office
15151 E. Alameda Parkway, Suite 5300
Aurora, CO 80012
303-739-7030

ENTIRE AGREEMENT:

It is expressly understood and agreed that this MOU embodies the entire agreement between the Parties regarding the MOU's subject matter, thereby merging and superseding all prior agreements and representations by the Parties with respect to such subject matter. (Signatures below)

Signatures:

RESOLUTION NO. R2026- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE AURORA POLICE DEPARTMENT AND THE AURORA ICE PROCESSING CENTER

WHEREAS, this Memorandum of Understanding (MOU) establishes the framework for cooperation between the Aurora Police Department (APD) and the Aurora ICE Processing Center (AIPC) operated under the authority of the United States Immigration and Customs Enforcement (ICE); and

WHEREAS, this MOU sets forth guidelines for law enforcement responses to the detention facility, promoting mutual support in public safety, criminal investigations, detainee transport and custody, emergency response, and law enforcement operations related to the detention and management of individuals in federal immigration custody, as well as collaboration in apprehending detainees who have escaped federal detention; and

WHEREAS, this MOU is intended to clarify roles and responsibilities while ensuring APD's compliance with Colorado statutes governing local law enforcement's involvement in federal immigration enforcement; and

WHEREAS, APD is authorized to enter into this agreement by Colo. Const., art. XIV, § 18(2), C.R.S. § 29-1-203 and Article 10-12 of the Aurora City Charter.

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

Section 1. The Memorandum of Understanding between APD and the AIPC is hereby approved.

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

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

RESOLVED AND PASSED this _____ day of _____ 2026.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Amanda MacDonald RLA
AMANDA MACDONALD, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Intergovernmental Agreement (IGA) with Arapahoe County Open Spaces for the Use of Joint Project Funds in the Amount of $270,000 for Laredo Outdoor Classroom and Crossing (Resolution)
Item Initiator: Nicole Ankeney- Manager of Planning, Design, & Construction
Staff Source/Legal Source: Nicole Ankeney- Manager of Planning, Design, & Construction/Kimberly Skaggs, Senior Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Healthy: Connecting natural and built environments with multimodal networks, ensuring access to parks and recreation, and preserving sustainable water supplies.

COUNCIL MEETING DATES:

Study Session: 3/23/2026

Regular Meeting: 4/6/2026

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Nicole Ankeney, Manager of Planning, Design, and Construction, Parks, Recreation and Open Space / Kimberly Skaggs, Senior Assistant City Attorney
Estimated time: 10 mins

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Parks, Foundations & Quality of Life

Policy Committee Date: 2/26/2026

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☐ Minutes Attached

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

R2023-130 – Resolution supporting a grant application by the High Line Canal Conservancy from the State Board of the Great Outdoors Colorado Trust Fund for Several Proposed Projects

2023-10.26 – PFQL Policy Committee
2023-11.06 – Study Session
2023-11.13 – Regular Session

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

The High Line Canal is a 71-mile long greenway which passes through Aurora for about 15 miles. The canal corridor is a regionally- and locally-significant environmental and recreational resource. PROS has been a long-standing supporter of the canal, providing stewardship services and advocating for its preservation and improvement as an asset to the city.

The canal, which is owned by Arapahoe County, was acquired from Denver Water in 2024. The acquisition by the County was the culmination of years of planning that was led by the County and the High Line Canal Conservancy. The Conservancy is a non-profit organization with a mission to protect, preserve, and enhance the canal in partnership with local communities and the public.

PROS participated in the preparation of The Plan for the High Line Canal, which was completed in 2019 as the master plan for the future of the canal. PROS and the Conservancy are collaborating to achieve the vision of the plan by undertaking improvement projects. The Laredo Outdoor Classroom and Crossing is one of those projects.

In April 2025, PROS and the Conservancy entered into an agreement (attached) that spells out roles and responsibilities for carrying out the project. The agreement was executed with underlying support from elected officials:

- The City entered into a Memorandum of Understanding Regarding the Canal Collaborative (attached) in 2021, which formalized the partnership with the Conservancy.
- City Council passed Resolution No. 2023-130 (attached) supporting a Great Outdoors Colorado (GOCO) grant application submitted by the Conservancy. The subsequent grant funding that was awarded is covering, in part, the cost of this project.

GOCO grant funding and monies raised by a Conservancy capital campaign will cover 50% of the estimated cost of the Laredo Outdoor Classroom and Crossing. In December 2025, PROS submitted a funding request to Arapahoe County Open Spaces to cover the other 50% of project costs.

The Arapahoe County Board of County Commissioners approved the funding request on February 17, awarding open space program funds in the amount of $270,000, subject to the execution of an Intergovernmental Agreement (IGA) between the County and the City. The attached IGA will solidify the funding arrangement.

STAFF RECOMMENDS APPROVING AN IGA WITH ARAPAHOE COUNTY. This will allow use of Joint Project funds to undertake the Laredo Outdoor Classroom and Crossing improvements, which will enhance the canal for trail users and nearby residents.

FISCAL IMPACT

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

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

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

Revenue: Arapahoe County Open Spaces Joint Project grant funding: $270,000
Revenue: High Line Canal Conservancy funding: $270,000

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

N/A – Matching funds in the amount of $270,000 to be provided by the High Line Canal Conservancy as a grant to the city for partnering with the organization to enhance the High Line Canal. The total project budget is $540,000. PROS will manage the project in coordination with the Conservancy.

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

N/A

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

N/A

QUESTIONS FOR COUNCIL

Does the City Council support the Resolution expressing approval of the Intergovernmental Agreement between the city of Aurora, Colorado, and Arapahoe County for the Laredo Outdoor Classroom and Crossing using Arapahoe County Open Space program funds?

LEGAL COMMENTS

Governmental entities may cooperate with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units only if such cooperation is authorized by each party with the approval of its legislative body or other authority having the power to approve. (Colo. Const. art. 14, sec. 18(2)(a) and C.R.S. § 29-1-203(1)) City Council may, by resolution, enter into agreements with other governmental units or special districts for the joint use of buildings, equipment or facilities, and for furnishing or receiving commodities or services. (City Charter, art. X, sec. 10-12) Upon authorization by a majority vote of the members of City Council voting thereon, the Mayor shall execute all intergovernmental agreements to which the City is a party. (City Code § 2-31(b)(2)) (KSkaggs)

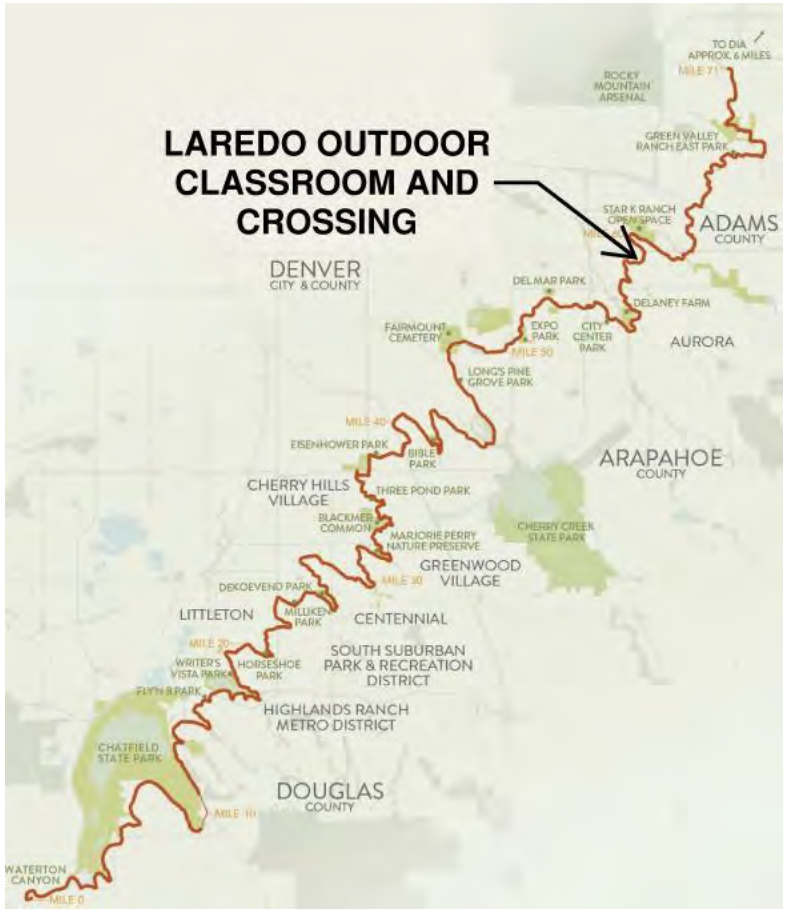
Intergovernmental Agreement (IGA)
Laredo Outdoor Classroom and Crossing

Parks, Foundations
& Quality of Life
Policy Committee

February 26, 2026

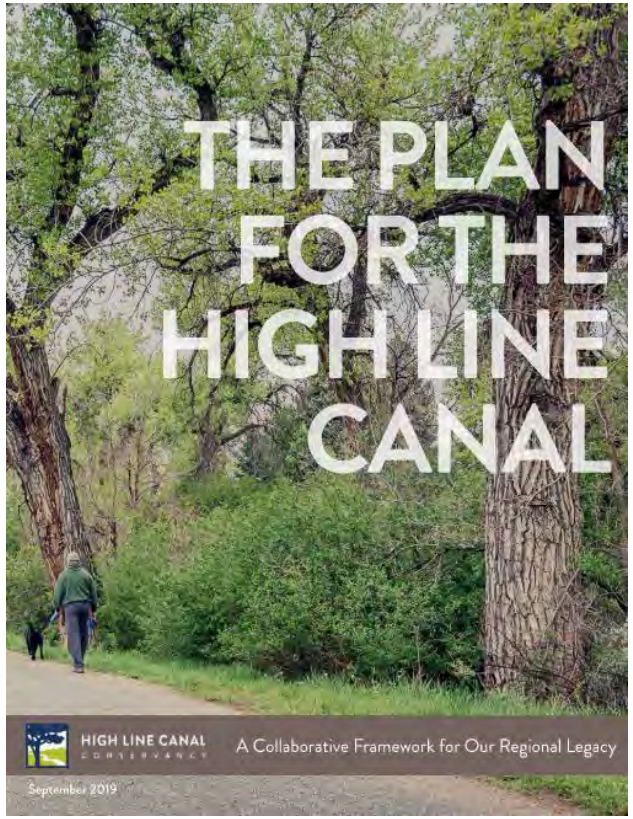
Curtis Bish
Principal Planner

The High Line Canal in Aurora



- The High Line Canal is 71 miles long with about 15 miles which pass through Aurora.
- The canal corridor is a significant greenway both locally and regionally.
- The canal is an environmental and recreational asset to the city.
- PROS has been a long-standing supporter of the canal and is partnering with the High Line Canal Conservancy to undertake projects to enhance it.
- The Laredo Outdoor Classroom and Crossing located near mile 59 of the canal is one of those projects.

High Line Canal Conservancy Partnership



- The Conservancy is a non-profit organization focused on protecting, preserving, and enhancing the canal.
- PROS participated in the preparation of the master plan for the canal, which was completed in 2019.
- Achieving the vision of the plan requires collaboration.
- Aurora signed a MOU with the Conservancy in 2021 to formalize a partnership for plan implementation.
- Council passed a resolution in 2023 supporting a grant application to secure funding for implementation.
- In 2025 PROS entered into an agreement to help carry out projects using funding secured by the Conservancy.

Laredo Outdoor Classroom and Crossing



- Laredo Outdoor Classroom and Crossing is named after the nearby Laredo Elementary School.
- The site is located south of Colfax Avenue and east of Laredo Street.





Planned Improvements

Improvements include:

- Outdoor Classroom
- Landscape plantings
- Interpretive signage
- Shade structure
- Seating (benches & logs)
- Improved Canal Crossing

Construction Timeline:

- June 2026 – May 2027







Budget and Funding

Budget:

$270,000	**Arapahoe County**
$270,000	**High Line Canal Conservancy** (GOCO grant and private donations serve as the required match)
$540,000	**Total**

- In December 2025, PROS submitted a request to Arapahoe County Open Spaces for Joint Project funding to cover 50% of project costs.
- On February 17, 2026, the Arapahoe County Board of County Commissioners approved the request.
- Funding approval is subject to the execution of an Intergovernmental Agreement (IGA) between the County and the City.

Question for Council

Do the Committee members wish to approve an IGA with Arapahoe County for the use of joint project funds in the amount of $270,000 for Laredo Outdoor Classroom and Crossing, moving the item forward to the next Study Session?



QUESTIONS?



RESOLUTION NO. R2026- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO, AND ARAPAHOE COUNTY FOR THE LAREDO OUTDOOR CLASSROOM AND CROSSING USING ARAPAHOE COUNTY OPEN SPACE PROGRAM FUNDS

WHEREAS, on November 2, 2021, the voters of Arapahoe County ("the County") permanently reauthorized, until repeal, a countywide sales and use tax to be deposited in the County Open Space Fund to be used for specified open space purposes as set forth in County Resolution No. 21-263 ("Open Space Resolution"); and

WHEREAS, the Open Space Resolution authorizes the County to expend a portion of the tax funds for joint projects between counties and municipalities, special districts with a recreational component, recreation districts, and other governmental entities in the County for purposes consistent with the Open Space Resolution; and

WHEREAS, eligible joint projects include acquisitions of land, other real property interests, and water rights, as well as the improvement, restoration, and protection of open space lands, as more fully set forth in the Open Space Resolution; and

WHEREAS, on February 17, 2026, the County approved by resolution the use of Open Space Acquisition and Trail Development funds for the Laredo Outdoor Classroom and Crossing ("Project"), which is an eligible use of funds under the Open Space Resolution, subject to the execution of an intergovernmental agreement; and

WHEREAS, pursuant to the Intergovernmental Agreement, the County agrees to pay up to 50% of the total cost for the Project, which is not to exceed $270,000, using Arapahoe County Open Space Funds; and

WHEREAS, pursuant to the Intergovernmental Agreement, the County's contribution to the Project is contingent upon the City of Aurora, Colorado, contributing the remaining 50% share of the total Project cost; and

WHEREAS, the City of Aurora will use existing grant funding from the High Line Canal Conservancy to fund its 50% share of the total Project cost; and

WHEREAS, Aurora City Code Section 2-31 provides that upon authorization by a majority vote of the members of council voting thereon the Mayor shall execute all intergovernmental agreements to which the City is a party.

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

Section 1. The Intergovernmental Agreement between the City of Aurora, Colorado, and Arapahoe County for the Laredo Outdoor Classroom and Crossing using Arapahoe County Open Space Program Funds, which is attached to this Resolution, is hereby approved.

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

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

RESOLVED AND PASSED this _____ day of _____, 2026.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: _____
KIMBERLY SKAGGS, Assistant City Attorney

AGREEMENT
BETWEEN THE HIGH LINE CANAL CONSERVANCY AND THE CITY OF AURORA, COLORADO, BY AND THROUGH ITS PARKS, RECREATION AND OPEN SPACE DEPARTMENT MAKING A COMMITMENT TO HELP PRESERVE, PROTECT, AND ENHANCE THE HIGH LINE CANAL

THIS AGREEMENT ("Agreement") is made and entered into by and among the City of Aurora, Colorado, a municipality and political subdivision of the State of Colorado, on behalf of its Parks, Recreation and Open Space Division ("Aurora"), and the High Line Canal Conservancy, a Colorado non-profit corporation ("Conservancy"). Referred to jointly as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, the Conservancy has been partnered with Aurora for ten years in a collaboration to preserve, protect and enhance the High Line Canal ("Canal") in partnership with the public; and

WHEREAS, as the Conservancy makes substantial progress raising funds through a capital campaign, including a grant from Great Outdoors Colorado ("GOCO"), a funding agreement is required to formalize the commitment to the projects described in the Agreement; and

WHEREFORE, Aurora, by executing this Agreement commits to collaborate and partner with the Conservancy to help preserve, protect and enhance the Canal.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties covenant and agree as follows:

AGREEMENT

1. RECITALS. The recitals above are incorporated as though fully set forth in this Agreement.

2. COMMITMENTS. The Conservancy seeks a commitment from Aurora to review design and construction documents as projects progress, to accept funds from the Conservancy and jointly pursue funding from County open space programs, subject to annual appropriations, and to maintain these new assets once they are constructed on the Canal. Aurora will maintain improvements for the useful life of the improvements, subject to annual appropriation. The Conservancy also seeks to formalize its commitment to install and maintain signs, benches, and temporary furnishings along the Canal. None of the commitments in the Agreement shall constitute a multiple fiscal year obligation of Aurora within the meaning of Article X, Section 20 of the Colorado Constitution.

3. FUNDING. The Conservancy agrees to provide a grant of $2,070,000 to Aurora to be used for the Canal projects described below and in the attached exhibits. The funding details are illustrated in **Table A** below.

4. PROJECT LIST. The projects included in this Agreement are listed below. All projects are subject to review and approval by Aurora.

A. NORTH AURORA.

(1) Gateway to the Northeast - (Colfax to I-70)
17th Ave. crossing and access point.

(2) Linear Park Loop - (Star K Ranch to Triple Creek)
Star K Ranch activation area
Triple Creek Trailhead, plans had previously been completed and bid by Aurora.

(3) Laredo Highline Neighborhood - (6th Ave. to E. Colfax Ave.)
Granby Ditch activation area
8th Ave. access point
12th Ave. street crossing and access point
Laredo Elementary activation area and crossing

B. CENTRAL AURORA

(1) Lyn Knoll/Highline Villages Neighborhoods - (Alameda Ave. to Potomac Street)
Improvements to be designed in 2025

(2) Canal-Wide Furnishings
The Conservancy will manage installation and maintenance of benches, signage and temporary furnishings.

5. PROJECT BUDGETS

The Conservancy has assembled funding from GOCO, private donors, and Adams County Open Space ("ACOS"). The City of Aurora will be contributing $75,000.

In addition to the funding outlined in this agreement, funds will be requested through Arapahoe County Joint Project Requests and the Conservancy is prepared to support these grant applications. The Conservancy will fund the design for these projects with the goal of moving the remaining funding to Aurora for construction. The budgets in Table A below were included in the Conservancy's GOCO grant. The budgets provided in the grant application are estimates. Actual costs are subject to change as construction documents are developed with the consent of the parties.

Table A: Funding by Source

	Conservancy GOCO	Conservancy Other	Aurora	Arapahoe County	Total
Project Area					
Triple Creek Trailhead	$100,000	$400,000		$550,000	$1,050,000
North Aurora	$880,000	$550,000	$75,000	$275,000	$1,780,000
Central Aurora	$140,000			$200,000	$340,000
Total	$1,120,000	$950,000	$75,000	$1,025,000	$3,170,000

Aurora will expend all grant funds prior to July 1, 2027, unless the time to expend the money is extended by a written amendment executed by the Parties in the same manner as this Agreement. However, should the Canal projects not proceed, Aurora shall return the entire amount granted by the Conservancy.

6. AURORA'S OBLIGATIONS

In accepting this grant from the Conservancy, Aurora agrees as follows:

A. Aurora shall expend the grant funds only for the projects described above.

B. Aurora shall manage the procurement and construction payment applications for the projects described above and designate an Aurora staff member as a primary project contact.

7. CONSERVANCY'S OBLIGATIONS

A. Conservancy shall reimburse Aurora for project construction funding as allowed by procedures outlined by Great Outdoors Colorado.

B. Conservancy shall provide a project manager to manage the projects described above including but not limited to construction oversight as agreed upon by the parties for each specific project.

8. MISCELLANEOUS.

A. Assignment. Aurora shall not assign this grant to any third party without the prior written consent of the Conservancy.

B. No Partnership or Agency. Notwithstanding any language in this Agreement or any representation or warranty to the contrary, the Parties shall not be deemed or constitute partners, joint venture participants, or agents of the others. Neither the Conservancy nor Aurora are authorized or empowered to act as an agent or employee or representative of the other, nor transact business or incur obligations in the name of the other Party or for the account of the other Party, nor use the other's name or logo in any way without the other Party's written permission. Neither Party shall be bound by the acts, representations or conduct of the other.

C. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties. It is the express intention of the Parties that any person or entity other than the Parties shall be deemed to be only an incidental beneficiary under this Agreement.

D. Governmental Immunity. Aurora is a "public entity" within the meaning of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.* Nothing in this Agreement or in any actions taken by the Parties or their respective elected officials, directors, officers, agents, and employees pursuant to this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act.

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

F. Notices. Any notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to any Party by another Party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the Party to whom it is addressed or, in lieu of such personal services, when received in the United States mail, first-class postage prepaid addressed, or when received by email to:

Aurora:
Nicole Ankeney, Manager of Planning, Design & Construction,
Parks, Recreation & Open Space
15151 E. Alameda Pkwy.
Aurora, CO 80012
nankeney@auroragov.org

The Conservancy
Tracy Young, COO
High Line Canal Conservancy
4010 E. Orchard Rd.
Centennial, CO 80121
tracy@highlinecanal.org

Any Party may change its address for the purpose of this section by giving written notice of such a change to the other Party in the manner provided in this section.

G. Headings. The headings and captions in this Agreement are intended solely for the convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

H. Controlling Law and Venue. This Agreement shall be construed in accordance with the laws of the State of Colorado. In the event of any dispute under this Agreement, the exclusive venue for dispute resolution shall be the District Court for and in Arapahoe County, Colorado.

I. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default under this Agreement.

J. Binding Contract. This Agreement shall inure to and be binding on the successors and permitted assigns of the Parties.

K. Entire Contract. This Agreement constitutes the entire Agreement among the Parties regarding the Project(s). Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement regarding the Project(s) are of no force and effect.

L. Contract Modification. This Agreement may not be amended, altered, or otherwise changed except by a written agreement by the Parties.

M. Severability. The invalidity or unenforceability of any portion or previous version of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and, in such event, the parties shall negotiate in good faith to replace such invalidated provision to carry out the intent of the parties in entering into this Agreement.

N. Counterpart Execution. This Agreement may be executed in multiple counterparts; all counterparts shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related to this Agreement, with such scanned and electronic signatures having the same legal effect as original signatures. Electronic signatures of or on behalf of either Party on this grant agreement shall be effective for all purposes, including delivery as an original. This Agreement may be executed in multiple originals, which shall be deemed to be one document.

IN WITNESS WHEREOF, by the signature of its representative below, each Party affirms that it has taken all necessary action to authorize its representative to execute this Agreement as of this date: April 14, 2025 ("Effective Date"),

THE CITY OF AURORA

Brian Green,
Director of Parks, Recreation & Open Space

Approved as to form:

Tim Joyce, Assistant City Attorney

HIGH LINE CANAL CONSERVANCY

Harriet LaMair, CEO

The Launch of the Canal Collaborative

With the signing of this Memorandum of Understanding (MOU), thirteen partners from across the region reaffirm their commitment to ensure the High Line Canal (Canal) is preserved, protected and enhanced as a regional legacy for future generations. These partners have been collaborating on this project for ten years, starting with the formation of the High Line Canal Working Group in 2011 and continuing with the development of two seminal plans: The Community Vision Plan for the High Line Canal in 2017 and The Plan for the High Line Canal (The Plan) in 2019. The Canal Collaborative is a structure for collaboration, bringing together Denver Water and the High Line Canal Conservancy (Conservancy) with the local jurisdictions, parks districts and stormwater managers along the Canal's 71-mile reach, to do more for the Canal together than any one entity can do alone. The Canal Collaborative will serve as a vehicle for implementing The Plan, reclaiming the historic waterway for the region and charting a new life for this legacy greenway.

The Canal Collaborative will uphold the Community Vision for the High Line Canal, which states:

The High Line Canal's 71 meandering miles will be preserved and enhanced as a cherished greenway that connects people to nature and binds varied communities together from the foothills to the plains.

The Partners

The Canal Collaborative consists of the following thirteen local and regional partners:

The Structure

The Canal Collaborative is a structure that formalizes collaboration between these thirteen partners to preserve and enhance the Canal. The Canal Collaborative consists of three levels of engagement with representation from each partner in regular team meetings: a forum of elected officials, a leadership team of high-level staff and technical advisory committees consisting of staff from the partners who are responsible for maintaining and enhancing the Canal. The Conservancy will serve as the backbone organization providing facilitation, communications and coordination of the partners to enhance collaboration and advance implementation of The Plan.

Signing the Memorandum of Understanding

By November 12th, 2021 the partners will secure their commitment to the Canal and formally launch the Canal Collaborative structure by signing this MOU. Each partner should generate their own signature page and send it to the Conservancy's Director of Planning and Implementation, Josh Phillips, at josh.p@highlinecanal.org. The Conservancy will disseminate a copy of the executed MOU once all partners have signed.

Memorandum of Understanding Regarding
The Canal Collaborative
August 2021

This Memorandum of Understanding regarding management and governance of the High Line Canal and establishment of The Canal Collaborative structure (this "MOU") is made and entered into as of the date upon which all parties have signed it (the "Effective Date") by and among the County of Arapahoe, Colorado ("Arapahoe County"), the City of Aurora, Colorado ("Aurora"), the City of Littleton, Colorado ("Littleton"), the City of Cherry Hills Village, Colorado ("Cherry Hills'), the City and County of Denver, Colorado, by and through the Department of Parks and Recreation ("Denver Parks"), the City and County of Denver, acting by and through its Board of Water Commissioners ("Denver Water"), the County of Douglas, Colorado ("Douglas County"), South Suburban Park and Recreation District ("SSPRD"), the Southeast Metro Stormwater Authority ("SEMSWA"), the City of Greenwood Village, Colorado ("Greenwood Village"), the Highlands Ranch Metropolitan District ("Highlands Ranch Metro"), Mile High Flood District ("MHFD") and the High Line Canal Conservancy (the "Conservancy"). The entities listed above shall each be referred to as a "Party" and collectively as the "Parties."

Recitals

This MOU, which is intended to create and set forth the understanding of the Parties regarding The Canal Collaborative structure, is made with respect to the following understandings:

A. The High Line Canal and the trail adjacent to the Canal (the "Canal") is a 71-mile linear corridor that spans over eleven governmental jurisdictions in the Denver metropolitan area from Waterton Canyon in Douglas County to Green Valley Ranch in Northeast Denver. Denver Water holds ownership rights and property interests in the Canal.

B. Over the last five years, the Parties have worked cooperatively, engaging over 5,000 community members and civic leaders to develop The Plan for the High Line Canal ("The Plan"), which lays out clear guidance for repurposing the Canal, improving the health of people and the environment, and increasing accessibility and enjoyment for generations to come.

C. Now that The Plan is complete, the Parties desire to work cooperatively in developing further plans, programs and services consistent with The Plan, uses and purposes of the Canal and associated land, and applicable federal laws, state laws and city, district and county ordinances and regulations as well as the approved plans and policies of each of the Parties.

D. The Parties further desire to develop additional financial and organizational infrastructure to develop services and programs that will be collaboratively prioritized and implemented over time.

E. The Parties would benefit through greater efficiency and cost savings derived from cooperative planning, programming, fundraising and resource stewardship, signage, project management and implementation, education and outreach.

F. The public who enjoy the Canal, volunteers and local constituents experience the Canal as a single regional trail resource, and a collective vision to preserve, protect, enhance and interpret the Canal will galvanize public support, volunteerism and philanthropy.

G. The Parties conclude that due to the connectivity of the Canal corridor, the similar missions of each Party and the mission and purposes for the Canal as described in The Plan, all would benefit from engaging in a collaborative effort to enhance the common protection of the Canal and its resources, monitoring and stewardship of its natural and cultural resources, and appropriate enjoyment of the public.

H. The Parties recognize the importance of collaboration to achieve the following goals:

i. To preserve, protect and enhance the Canal as a regional greenway and stormwater management system.

ii. To connect the public to the value of the Canal and the conservation of its natural resources and multiple benefits.

iii. To improve the enjoyment of the Canal by the visiting public and provide a more seamless visitor experience across the Canal corridor.

iv. To establish the needed infrastructure to transform parts of the Canal into green infrastructure for stormwater management.

v. To recognize the contributions of the varied partners including local governments, stormwater managers, Denver Water and the Conservancy.

vi. To facilitate cooperative resource management initiatives as desired.

vii. To promote, advance and secure philanthropic donations, governmental grants and other sources of funds to implement The Plan.

viii. To promote, advance and secure volunteer support for the benefit of the Canal.

I. To achieve the stated goals, the Parties desire to enter into this MOU to establish The Canal Collaborative as a structure for enhanced coordination and collaboration.

Agreement

NOW THEREFORE, the Parties understand and agree as follows:

1. Establishment of The Canal Collaborative. The Parties hereby establish The Canal Collaborative (the "Canal Collaborative") as a structure for enhanced coordination and

collaboration. The Canal Collaborative is not intended to be a separate legal entity but rather a mechanism for the Parties to achieve the goals set forth in this MOU.

2. Goals and Principles of The Canal Collaborative. The goal of The Canal Collaborative is to formalize member collaboration, coordination, and communication in the implementation of The Plan and to make recommendations on the expenditure of public and private funding towards that effort. The Canal Collaborative shall function according to the following principles:

a. Parties retain their existing legal, regulatory and land use authority. Further, The Canal Collaborative's recommendations will not impede a Party's ability to operate, manage, construct, maintain, and repair any public infrastructure improvements needed to provide for the health, safety, and welfare of the general public.

b. As the holder of ownership rights and property interests in the Canal, Denver Water retains all of it rights, privileges, and uses afforded by such ownership. Further, Denver Water may delegate selected functions, duties, and responsibilities to others through mutual agreement.

c. Participation in The Canal Collaborative and its projects is voluntary. A Party, through its participation in The Canal Collaborative, is free to decide whether or not to enter into agreements for shared projects and financial cooperation.

d. The Canal Collaborative's focus is to advance the community vision for the Canal as presented in The Plan, and jointly implement plans and priorities developed by a diversity of stakeholders including elected officials, professional staff from local jurisdictions and organizations, subject matter experts, and members of the public.

e. No monies dedicated for projects of The Canal Collaborative by a Party will be spent in any other jurisdiction along the Canal, unless authorized by the Party dedicating the monies.

f. Funds raised by the High Line Canal Conservancy from individuals, corporations and foundations will be prioritized for projects (capital improvements and maintenance) through agreements reached in The Canal Collaborative's work plans as described in the Operating Procedures described in Section 3 below. The High Line Canal Conservancy maintains final determination on whether to proceed with funding acquired from private philanthropy.

3. Operating Procedures. The Parties shall establish operating procedures (the "Operating Procedures") through written agreement, which will define the responsibilities of the Parties. In the event of a conflict between the Operating Procedures and this MOU, this MOU shall control. The Operating Procedures shall be reviewed annually by the Canal Collaborative Leadership Team (described in Section 5(a) below) and may be modified at any time upon written agreement by all Parties.

4. Denver Water

a. Denver Water reserves the right to approve or reject all proposed special uses of Denver Water-owned lands within the Canal corridor. Whenever a special use on Denver Water land is proposed, it must be presented to the High Line Canal Conservancy for review and comment, and then brought forward to Denver Water for approval. If the special use is approved as described above, Denver Water may authorize the specific special use.

b. Denver Water has delegated the right to approve or reject all proposed special events on Denver Water-owned lands within the Canal corridor to the High Line Canal Conservancy. Whenever a special event on Denver Water-owned lands within the Canal corridor is proposed, it must be presented to the High Line Canal Conservancy for approval and the Conservancy will coordinate with Parties when the event is in their jurisdiction. Parties shall have the right to impose special conditions on any special event within their jurisdiction with regard to health, safety and welfare if they reasonably determine the need.

c. Any improvement or installation on the Denver Water-owned lands within the Canal corridor must be approved by Denver Water in writing pursuant to a license, easement, or other agreement at Denver Water's discretion.

d. Denver Water allows for use of or improvements to the Denver Water-owned lands within the Canal corridor through leases and intergovernmental agreements (IGAs) with local jurisdictions and agencies. These agreements, as they may be amended or modified from time to time, will continue to be a mechanism that Denver Water uses to authorize certain uses of the Canal by local governments and others.

5. Organizational Structure; Meetings

a. The Canal Collaborative will be comprised of three levels of engagement which include: (i) a policy forum, the Canal Collaborative Forum (CCF); (ii) an executive leadership team, the Canal Collaborative Leadership Team (CCLT); and (iii) Technical Advisory Committees (TACs), consisting of professional staff, subject matter experts and agency representatives. Two standing TACs include the Natural Resources and Recreation TAC and the Stormwater TAC and additional TACs can be convened as directed by the CCLT. This structure will ensure relevant members of The Canal Collaborative are included in appropriate decision-making with checks and balances within the structure.

b. Each Party is required to appoint one representative to both the CCF and CCLT, and these appointees will be included in decision-making processes. However, these meetings will be open to any staff from the Party, and appointees may delegate their decision-making authority to an alternate/proxy. Each Party may provide one appointee to any TAC. Similar to the meetings of the CCF and CCLT, these meetings will be open to any staff from the Parties, and appointees may delegate their decision-making authority to an alternate/proxy. While there can be multiple attendees from one Party, each Party will speak with one voice in decision-making processes. Consistent meetings will be mutually scheduled and are essential to ensure full participation by all Parties.

6. Subsequent Agreements and Plans. The Parties agree that any specific plans, programs and services agreed upon by the Parties to achieve the objectives of this MOU will be executed or implemented in accordance with this MOU and the Operating Procedures. These plans, programs and services will be further described in yearly or multi yearly operating plans, permits or cooperative agreements among the Parties. The Parties also acknowledge that other agreements or documents may be needed to further authorize these plans, programs and services.

7. Funding

a. The Parties acknowledge that the operations of the Canal Collaborative will rely on the Parties to provide annual financial support. Within thirty (30) days after the Effective Date, the Parties, excluding the City and County of Denver and its Department of Parks and Recreation, each will contribute the amount of Ten Thousand and no/100 Dollars ($10,000.00) to the Conservancy for administration of The Canal Collaborative for 2021. Thereafter, the Parties shall establish the amount required for operation of the Canal Collaborative during each year of this MOU, and each Party shall request such amount from its governing body in accordance with its customary processes, recognizing that any such future funds must be appropriated and budgeted annually by each Party. The Conservancy and the City and County of Denver, and its Department of Parks and Recreation, will confer and negotiate in good faith separate agreements for financial and other support of the Conservancy and the operations of the Collaborative.

b. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Parties is subject to annual appropriation, and thus any obligations of such Parties shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

8. Miscellaneous Provisions

a. The Parties agree that any Party may propose amendments to this MOU. Such amendments shall not be effective unless authorized through a written amendment to this agreement signed by all Parties.

b. This MOU shall become effective only upon execution by all Parties, and it shall remain in force for twenty-five (25) years from its Effective Date. This MOU may be terminated at any time upon mutual agreement of the Parties.

c. Any Party may withdraw from this MOU after giving 120 day's written notice to all other Parties. Upon the effective date of a Party's withdrawal, that Party's responsibilities and obligations under this MOU shall cease. Withdrawal from this MOU shall in no way prejudice or impair a Party's contract rights or entitlements arising out of future agreements between or among the Parties.

d. The Parties to this MOU that are governmental entities, their officers, and their employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by

the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended ("CGIA"), or otherwise available to the Parties, their officers, and their employees.

e. This MOU is not intended to, nor should it be understood to, affect or extend the legal responsibilities or obligations of any of the Parties, create or change pre-existing legal responsibilities or obligations, nor to create or extend any legal rights to any person or entity not a party to this MOU.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the dates noted on the signature pages.

[SIGNATURE PAGES FOR EACH PARTY FOLLOW ON SUBSEQUENT PAGES]

THE CITY OF AURORA

By: _____
Mike Coffman, Mayor

ATTEST:

By: Kadee Rodriguez
Kadee Rodriguez, City Clerk

REVIEWED BY:

By: for Brooke Bell
Brooke Bell, Parks, Recreation & Open Space Department

APPROVED AS TO FORM:

By: Tim Joyce
Tim Joyce, Assistant City Attorney

EFFECTIVE DATE: 11-13-2023

RESOLUTION NO. R2023- 130

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, SUPPORTING AN APPLICATION FOR A GRANT BY THE HIGH LINE CANAL CONSERVANCY FROM THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND FOR SEVERAL PROPOSED PROJECTS

WHEREAS, the High Line Canal Conservancy ("Conservancy") is applying for a Centennial Program grant from the State Board of the Great Outdoors Colorado Trust Fund ("Great Outdoors Colorado") for the completion of several community-centered improvement projects on the High Line Canal across multiple jurisdictions as indicated in their grant application; and

WHEREAS, The Great Outdoors Colorado Trust Fund created the Centennial Program to invest in high-value, once-in-a-generation visions and projects that will create lasting impacts on the Centennial State and future generations; and

WHEREAS, the High Line Canal Conservancy is requesting the support of the City for its Great Outdoors Colorado grant application because some of their proposed projects will be done in the City and will benefit the City; and

WHEREAS, the Parks, Recreation, and Open Space Department ("PROS") supports the Great Outdoors Colorado grant application by the Conservancy; and

WHEREAS, PROS recommends City Council's support for the Conservancy's Great Outdoors Colorado grant application because some of proposed projects to be performed by the Conservancy, in partnership with PROS, will be done in the City with a focus on high equity-need neighborhoods; and

WHEREAS, PROS will be responsible for the care and maintenance of the new improvement projects, in partnership with Arapahoe County Open Spaces and the Conservancy, such as seating, gathering, areas, shade structures, nature elements, accessible access points, public art, and plantings; and

WHEREAS, City Council fully supports the submission for a grant application by the High Line Canal Conservancy to the Great Outdoors Colorado to fund the projects proposed by the Conservancy.

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

Section 1. The City Council of the City of Aurora, Colorado resolves its support for the High Line Canal Conservancy's application for a grant from the State Board of the Great Outdoors Colorado Trust Fund for various projects to be performed by the High Line Canal Conservancy.

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

RESOLVED AND PASSED this 13th day of November, 2023.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

TIM JOYCE, Assistant City Attorney

Laredo Elementary Outdoor Classroom & Crossing

Joint Project Application

City of Aurora

Ms. Nicole Ankeney

15151 E. Alameda Pkwy. Ste. 3600
Aurora, CO 80012

nankeney@auroragov.org
O: 303-326-8947

Application Form

Application Summary

Grant Category*

Select One:

Joint Project

Primary Contact Information*

Please provide information for the primary contact for this project in the following format.

Agency:
Name:
Title:
Telephone:
Email:

City of Aurora Parks, Recreation & Open Space Department
Curtis Bish
Principal Planner
303-739-7131
cbish@auroragov.org

Project Type*

Select One:

- **Trail Project:** Trail/trailhead construction or improvement, including stream/road crossings and trailhead amenities (such as parking, restrooms or shelters)
- **Site Improvement Project:** New construction, improvement, repair, or replacement of passive outdoor recreation amenities
- **Acquisition Project:** Eligible projects include fee simple acquisition of land for public open space or trails; acquisition of buffer land; acquisition of a conservation easement; and/or acquisition of water rights
- **Other Project:** Other allowable projects include stream/habitat restoration, natural re-vegetation, and water quality improvement

Site Improvement Project

Project Title*

Laredo Elementary Outdoor Classroom & Crossing

Project Address

High Line Canal east of Laredo Street

Project Location*
Select all that apply:

Aurora

GPS Coordinates (Latitude in Decimal Degrees)*
Example: Dove Valley Regional Park
Latitude: 39.577303

39.736579

GPS Coordinates (Longitude in Decimal Degrees)*
Example: Dove Valley Regional Park
Longitude: -104.828850

-104.798010

Grant Request Amount*
$270,000.00

Cash Match Amount*
$270,000.00

Total Project Amount*
Total project amount includes grant request and cash match only. Please do not include in-kind match.

$540,000.00

Cash Match Percentage*
Calculate cash match as % of total project cost.

50

Project Partners
List partner agencies if applicable.

High Line Canal Conservancy

Executive Summary*
Highlight key points of your proposal, such as project description, components, deliverables, need, goals, beneficiaries, planning, etc.

The City of Aurora has partnered with the High Line Canal Conservancy, Arapahoe County Open Spaces and all of the jurisdictions along the High Line Canal to plan for the Canal's future as a recreational and ecological resources. The result, the Plan for the High Line Canal (The Plan), has identified and prioritized projects that will enhance the user experience on the trail through improved access, awareness connectivity and activation. The Plan prioritizes improvements in Aurora and Northeast Denver where the Canal connects

diverse communities and is still significantly underutilized compared to other reaches of the trail. This project will implement community priorities from the Plan in Aurora , establishing outdoor classroom space that will also serve as a pause place for trail users. The project will improve access from the neighborhood, enhance the natural resources and add seating, wayfinding and interpretive signage.
After completing a community-centered design process in 2023 to develop the plan for improvements in this area, the High Line Canal Conservancy (Conservancy) successfully procured funding from Great Outdoors Colorado (GOCO) focused on improvements in north Aurora that activate the trail and connect communities to nature. The neighborhoods along the Canal in north Aurora are 40% Latino, 20% African American and 5% percent Asian American. The median household income in these areas is $41,000 per year, less than half of the median household income of the Denver Metro Area as a whole. The City of Aurora's and the Conservancy's interest, with support from The Colorado Health Foundation, is in removing barriers to using the trail for recreation and positioning the Canal as a catalyst of community health. Aurora PROS is requesting funds from ACOS to match these private funds raised by the Conservancy to implement these critical projects and invest in these north Aurora neighborhoods.
This project will have several key deliverables: establishing an outdoor classroom with a shade structure and seating that will connect students at Laredo Elementary School to the Canal and the outdoors. A path will be added, separating users from the regional trail. Replacing the existing, aging, pedestrian bridge will improve access and accessibility to the Canal from the neighborhood. Natural resource restoration will focus on planting along the Canal, adding shade for trail users and habitat for wildlife. Seating will improve user comfort and accessibility while connecting trail users to the natural open space. The series of signs will provide wayfinding and interpretive information to neighborhood residents and trail users. The goals of the project are to increase use of the trail through improved access and awareness while improving safety, community health and the ecological health of the Canal.

Authorized Signature

Certification and Authorized Signature Form*

Please attach completed Certification and Authorized Signature Form as a PDF document. Form must be signed by highest authority in agency or authorized individual. *Staff will email you the form.*

Please name your file as follows: *Applicant_ CertificationandAuthorizedSignatureForm.pdf*

SIGNED Laredo_Certification and Authorized Signature Form.pdf

Project Timeline

Project Timeline Form*

Please attach completed Project Timeline Form as a PDF document. *Staff will email you the form.*

Please name your file as follows: *Applicant_ TimelineForm.pdf*

Aurora PROS Laredo Timeline Form.pdf

Project Budget

Budget Forms*

Please attach completed Summary Budget Form and Detailed Expense Budget Form as a single PDF document. *Staff will email you the form.*

Please name your file as follows: *Applicant_ BudgetForms.pdf*

AuroraPROS Laredo BudgetForm.pdf

Project Narrative

Question 1*

Describe the project goals, scope, expected results, and deliverables. Discuss the current condition of the project site and what improvements, if any, are proposed and why. Discuss how this project preserves open space, improves access to the outdoors, creates connectivity, and/or provides educational opportunities.

The goals of the project are to increase use of the trail through improved access and awareness, improve community health and enhance the ecological health of the Canal. This project will have several key deliverables, all of which are prioritized in The Plan: an outdoor classroom with a shade structure and seating that will connect students at Laredo Elementary School to the Canal. A soft surface path will be added, enhancing connectivity to the school and separating trail users from the regional trail. Replacing the pedestrian bridge will improve access and accessibility to the Canal from the neighborhood. Natural resource restoration will focus on shrub and tree planting along the Canal, adding shade for trail users and habitat for wildlife. Seating will improve user comfort and accessibility while connecting trail users to the natural open space. The series of signs will provide wayfinding and interpretive information to neighborhood residents, implementing a portion of the Canal-wide sign package. The goals of the project are to increase use of the trail through improved access and awareness while improving community health and the ecological health of the Canal.

The current pedestrian bridge in this location is unsafe and not universally accessible, creating a barrier for neighborhood residents to safely access the Canal and the elementary school. Replacing this pedestrian bridge with a land crossing will advance equitable access while piloting a new approach to accessible access points that will be less expensive than a traditional pedestrian bridge and establish important precedent for the City of Aurora. Planting around the project site will improve the user experience along the Canal while supporting the ecological health of the corridor. Interpretive signage will create educational opportunities for trail users, connecting the community to the unique history of the Canal and the natural environment.

Question 2*

Describe the community/neighborhood and user groups the project will serve. Discuss the type of users (children, families, seniors, etc.), and estimate the number of users that will benefit annually. How did you arrive at this estimate? *Include up to five community support letters in the Attachments section. Support letters should come from users, working groups, community members, volunteers, schools, etc. Letters should be dated within the last six months.*

The north Aurora neighborhoods along the Canal are predominantly Latino and African American and the project will actively work to engage these communities in enhancing and activating the Canal. There are two schools in the neighborhood where this project site is located that serve low-income, diverse populations that are representative of their neighborhood. Hinkley High School has a rate of 72.4% free and reduced lunch and 94% of students are non-white. Laredo Elementary school has a rate of 84.9% free and reduced lunch and

91% of students are non-white. Engagement with these schools has been a critical component of the Conservancy's community engagement that has sought to empower the community and ensure a feeling of ownership in the neighborhood for the Canal. Moving these projects into implementation is critical to ensure that the community members who have been involved in public engagement processes can see these improvements come to life. Access improvements will create valuable opportunities to provide safe routes to school and partnerships with these educational institutions will be essential to catalyzing use of the Canal. There are other indicators of barriers to accessing health and wellness resources in this community as 20% of neighbors speak English less than very well and 22.6% do not have a high school diploma.

User counts performed by the Conservancy in north Aurora have recorded just 3-12 users per hour, though anecdotally these numbers increase before and after school. For comparison, user counts in the Canal's southern suburbs have consistently recorded 50-100 users per hour during peak use. Based on these user counts, assuming the average 7.5 users per hour in the neighborhood and extrapolating for the year, 32,850 total users would benefit from awareness and activation improvements in north Aurora. The Laredo Highline neighborhood is home to more than 6,300 residents living in over 2,200 households and these neighborhood residents will experience the greatest benefit.

Question 3*

Discuss the need and urgency for this project and why it is a priority. Was the project prioritized in a master plan or other planning document (including County Comprehensive Plan, County Open Space Master Plan, etc.), an independent community planning process, a working group, etc.? Is this part of a larger phased project? What opportunities will be lost if this project is not funded now?

This project was identified and prioritized in The Plan for the High Line Canal, a plan that has been endorsed by Aurora, Arapahoe County and the Conservancy. The project was requested by local community members during a robust outreach process that informed both the High Line Canal Community Vision Plan (Vision Plan) and The Plan for the High Line Canal (The Plan). The Plan recommends significant investment in diverse communities along the trail, prioritizing Denver and Aurora for a large proportion of enhancements. The Canal is underutilized in these communities and will require investments to reach its full potential as a recreational resource. The designs that have been developed were cocreated with community members through robust community engagement efforts in 2023 and the community is eager to see these improvements come to life.

The Plan recommends a series of Community Activation Zones, areas of the Canal where investments are needed to increase use of the trail as a community resource and catalyst for improved community health. The Plan states the goal of Community Activation Zones as: Increase health, wellness and active uses by providing activation through the addition of nature play, gathering spaces, exercise stations or other activation types as identified in the Design Guidelines. Neighborhoods for these zones are called out explicitly in The Plan and focus on low-income and diverse communities where the Canal is underutilized. These investments will improve the user experience along the Canal and have the potential to improve community health in some of the most diverse communities in the region. The Conservancy's design process was supported by a private foundation and their share of implementation funds have been secured from GOCO, leveraging philanthropy to enhance the Canal in the Northeast.

This investment would represent one of the first efforts to construct community-informed improvements since completion of The Plan. If this project is not funded now, it will stymy momentum in achieving the level of investment in Aurora that is recommended in The Plan. Implementing all of the recommendations in The Plan in Aurora will require significant support from private sources, Arapahoe County Open Spaces and federal funding for transportation improvements. Demonstrating success will help the Conservancy continue to raise funds and show members of the community that progress is being made. These improvements will be further leveraged by the development of an underpass at the Canal's western crossing of Colfax. This $12M project, funded with federal dollars in addition to matching funds from Arapahoe County and Adams County,

will provide a critical connection for trail users to connect along the Canal in north Aurora and utilize these improvement zones.

Question 4*

Summarize any planning completed prior to submitting this Joint Project proposal. Is design and engineering complete? Does the project necessitate a zoning change? List any permits that need to be obtained and status of obtaining those permits (Federal 404, County or City, Storm Water Drainage, etc.).

The master plan for these projects was developed in 2023 through a community-centered design process. Since that time, the Conservancy and Aurora PROS have progressed designs to 95% and the plans have gone through two reviews with the City of Aurora, Arapahoe County and Denver Water. The plans have been submitted to the City of Aurora AMANDA review process to progress through their review before Aurora can put the projects out to bid and start construction. The final approval for the project will come from Arapahoe County and Denver Water who will grant a license for these improvements that approve the plans and formalize Aurora PROS commitment to maintenance. The consultant team is working through final comments with reviewers and are confident that all issues will be resolved.

Question 5*

Describe the timeframe needed to complete the project. Discuss the agency's capacity to complete the project, including project management, resources, and experience implementing similar projects.

The goal is to complete this project by the third quarter of 2027. The City of Aurora will be responsible for putting the project out to bid and hiring a construction contractor. The Conservancy will support project management in three ways: staff time dedicated by the Conservancy's Project Manager, a construction administration contract with the landscape architecture firm that has developed the plans and an outside project management firm that will be hired by the Conservancy to support Aurora PROS with construction oversight and administration. Aurora PROS has extensive experience completing park and trail improvements and the Conservancy's Project Manager and Chief Operating Officer have extensive experience overseeing construction projects in other capacities.
The Conservancy will also be responsible for the development of interpretive sign content as well as the fabrication and installation of interpretive signs. The Conservancy has engaged a consultant team to complete a Canal-wide Interpretive Plan and this team will develop interpretive signage for this site within this Canal-wide effort.

Question 6*

Summarize any efforts to obtain public input, disseminate information to the public, develop partnerships, and garner community support for this project. List the stakeholders that are involved. Discuss any known or anticipated opposition to this project and how this will be addressed. *Include letters, petitions, news articles, or other documents evidencing opposition in the Attachments section.*

The development of The Plan for the High Line Canal included engagement with over 5,000 residents across the region, providing far-reaching input about ways to enhance the Canal. Aurora PROS partnered with Arapahoe County Open Spaces and the High Line Canal Conservancy to develop both the Community Vision Plan and The Plan. Improved access to the Canal as one of the most important themes in The Plan and the Northeast reaches of the Canal highly prioritized activation and amenities.
Since 2019, the Conservancy piloted a collaborative and community-centered approach to engagement that, in recent years, has been replicated across the Northeast to cultivate meaningful involvement of local youth and their families, community leaders, and partner organizations that represent the diverse populations of the Northeast. Deep community engagement through the community-centered design approach ensures that

all communities along the Canal engage in and co-lead the design of trail enhancements by establishing a community feedback structure that cultivates local leadership and decision-making.
Public engagement for the Laredo Elementary site improvements has occurred at two scales: a comprehensive effort across the northeast reach of the High Line Canal and site-specific engagement tied to the Laredo Highline neighborhood.
Overall Engagement
Outreach efforts for the Conservancy's GOCO-funded north Aurora initiative have reached over 55,000 people via postcards, social media, newsletters, and other channels. Formal feedback was received from more than 770 individuals through surveys and polls, and 305 people were engaged in person at community events. A wide range of inclusive tactics were used to gather feedback and build support, including:

- Community events such as public walks, nature play days, pop-ups, and ice cream socials
- Tabling along the Canal trail and at community events
- Surveys (physical and digital)
- On-trail signage linking to survey questions
- Public input walks
- Neighborhood canvassing and flyering
- Postcard mailings
- Guidance from the Northeast Advisory Committee

Partners have included local schools (specifically, Laredo Elementary School), libraries, rec centers, and places of worship, as well as organizations including Environmental Learning for Kids, Girl Trek, Groundwork Denver, Metro Denver Nature Alliance, Outdoor Afro, Promotores Verdes, Sand Creek Greenway, Spirit of the Sun, YES Coalition, and Mile High Youth Corps.

Feedback showed significant support for Canal improvements, especially for shade, seating, and safer access—top priorities in the Laredo Highline neighborhood.

Laredo Elementary Site-Specific Engagement
Engagement around the Laredo Elementary Site Improvements has been extensive and sustained across multiple years, deepening relationships with the school community, neighborhood families, and educators while ensuring that the design reflects community priorities. This site represents one of the most impactful opportunities for connecting young people and families to the Canal through both physical improvements and long-term engagement. Highlights off engagement efforts since 2019 are listed below:

- In 2019, the Conservancy partnered with the Aurora Nature Center, a local artist, and the library to host a family-friendly event featuring a "story walk" along the Canal near Laredo Elementary.
- Conservancy staff tabled at parent-teacher conference nights, holding direct conversations with teachers and staff about how they use the trail with students.
- Hosted the Laredo Highline Public Input Walk, where families and neighbors shared priorities specific to the Laredo site.
- Held well-attended ice cream socials at the school to gather informal input and raise awareness about the Canal improvements.
- Parent meetings and one-on-one conversations with school leadership provided input on access and safety priorities.
- The Conservancy now serves on the Aurora Public Schools Design Advisory Group for Laredo's upcoming school redevelopment, ensuring the Canal and open space improvements align with school plans.
- In 2025, NE Committee members engaged with 3rd and 4th graders to contribute to a nearby art project along the Canal.

This consistent, multi-year engagement effort—combined with deep partnerships with school staff—has generated strong enthusiasm and ownership among stakeholders. The design reflects input from both families and educators, with no known opposition to the proposed improvements.

Question 7*

How much of your planned cash match is secured? If applicable, what are your plans for raising additional funds? Describe cash and in-kind match partnerships established for the project. Explain if partnerships were not possible or necessary for this project. *Include partner support letters in the Attachments section and include match from partners on the Budget Forms. Joint Project recipients are responsible for project cost overruns.*

All matching funds have been secured from the Conservancy's GOCO grant, including construction funding, interpretive signage design, fabrication and installation as well as funding for contracted construction oversight and construction administration. The Conservancy's GOCO grant will also support Conservancy staff time and project management being contributed to the project in-kind. The Conservancy has also invested significant funds raised from a private foundation in staff time to manage the design and community engagement process as well as design costs associated with advancing the designs to 95%.

Question 8*

Describe any scenic, historic, or cultural values associated with the project site. Will they be preserved or restored? Discuss specific natural resources at the site (including habitat, water, wildlife, and vegetation) and impacts to these resources as a result of this project. If applicable, discuss environmental sustainability benefits of this project (such as energy or water conservation, water quality improvement, etc.).

The High Line Canal has significant historic value as a remnant of Aurora's agricultural heritage. The project will preserve the historic High Line Canal channel while providing opportunities to educate the local community about the Canal's history and its importance to the growth of Aurora. The Canal also forms important habitat for wildlife and vegetation, providing a green spine for animals to move throughout the city. Natural resource restoration will enhance habitat for birds, insects, and small mammals while installation of a side path will limit the disruption of vegetation in the Canal channel.

Question 9*

Discuss ownership and legal access at the proposed project site. Detail any third-party rights, easements, or other encumbrances that exist.

Arapahoe County owns this portion of the High Line Canal and, jointly with Denver Water, will need to license these improvements. Maintenance of the trail corridor will be performed by Aurora PROS through a recreational lease agreement. PROS has also committed to maintenance of the new improvements through a funding agreement with the Conservancy. Access to the site will be coordinated with Arapahoe County and Denver Water.

Question 10*

Describe long-term plans for maintaining the project. Who will be responsible for maintenance? Estimate annual costs to maintain the site, and explain how maintaining this project site affects your agency's budget.

Aurora PROS will be responsible for maintenance of the site improvements and the Conservancy will be responsible for maintaining signage and benches. The site improvements maintenance cost will be considered and included in the annual operating budget. The Conservancy estimates that bench and sign maintenance will cost approximately $200 per year for inspection and graffiti removal. These signs are a part of a significant sign package being installed across the Canal and represent a small percentage of the overall sign package implementation.

Question 11*

If applicable, describe how this project will address inclusivity per Americans with Disabilities Act guidelines.

Aurora PROS is committed to universal design and ensuring that site improvements are inclusive of people of all abilities. The High Line Canal can be a great resource for people of varied abilities, as the trail has very little slope and the concrete path provides a high level of accessibility. Additional site amenities, such as natural elements, signage, neighborhood access, and seating will all be inclusive and compliant with ADA guidelines.

Question 12*

If successful in obtaining Joint Project funding, how will the agency use this project to inform citizens about the value of the Arapahoe County Open Space Sales and Use Tax? Discuss plans for public outreach, signage, celebration, dedication, etc. *You are required to inform the County of any press about the project and any related events (ribbon cutting ceremonies, etc.). Additionally, acknowledgement of County support must be included in any press about the project.*

This project will acknowledge the value of the Arapahoe County Open Space Sales and Use Tax in several ways and highlight the County's key role as the owner of the Canal. All outreach and engagement materials will recognize Aurora PROS, Arapahoe County Open Spaces, and the High Line Canal Conservancy. Temporary signage promoting improvements in the neighborhood will recognize all three partners and permanent signage installed along the Canal as part of the project will similarly include logos for all three partners. A ribbon cutting ceremony will be held upon completion of the project and Arapahoe County Open Spaces will have the opportunity to play a central role in the event.

Attachments

Attachment 1: Evidence of Support from Highest Authority*

Please attach evidence of support from the agency's highest authority (official letter or resolution) as a PDF document. At a minimum, this document must include: project title, amount of grant funds requested, statement that matching funds are secured and/or efforts to secure funds are underway (include the amount of matching funds committed), and certification that the project will be open to the public or serve a public purpose upon completion. *A sample resolution is available on the Open Space website.*

Please name your file as follows: *Applicant_SupportfromHighestAuthority.pdf*

SIGNED Laredo_Applicant_SupportHighestAuthority.pdf

Attachment 2: Evidence of Community Support

Please attach letters of support from users, working groups, community members, volunteers, schools, etc. (maximum of 5) as a single PDF document. Letters should be dated within the last 6 months.

Please name your file as follows: *Applicant_CommunitySupport.pdf*

Aurora PROS Laredo_CommunitySupport.pdf

Attachment 3: Documentation of Opposition

Please attach documentation of opposition as a single PDF document. If there is no known opposition to this project, please attach a page stating that this section is not applicable.

Please name your file as follows: *Applicant_Opposition.pdf*

Aurora PROS Laredo Opposition.pdf

Attachment 4: Evidence of Commitment from Project Partners

Please attach evidence of commitment from project partners (such as partner support letters or commitment to provide cash/in-kind match) as a single PDF document. There is no maximum allowable number of partner support letters. If there are no partners for this project, please attach a page stating that this section is not applicable.

Please name your file as follows: *Applicant_PartnerCommitments.pdf*

Aurora PROS Laredo_Partner Support.docx.pdf

Attachment 5: Primary Project Photo*

Please attach one high resolution photo in JPG format. Please choose the photo that provides the best overall representation of your project. This photo will be used for presentations and/or publications.

Please name your file as follows: *Applicant_PrimaryPhoto.jpg*

Aurora PROS Laredo Photo.pdf

Attachment 6: Photos

Please attach photos of existing conditions at the project site (including captions) as a single PDF document. Include conceptual drawings if applicable.

Please name your file as follows: *Applicant_Photos.pdf*

Aurora PROS Laredo photos.pdf

Attachment 7: Maps*

Please attach a site map and a vicinity map as a single PDF document.

Please name your file as follows: *Applicant_Maps.pdf*

Aurora PROS Laredo maps.pdf

Attachment 8: Other Attachments

Please attach additional supporting documentation (news article, cost estimate, appraisal, title commitment, etc.) as a single PDF document.

Please name your file as follows: *Applicant_OtherAttachments.pdf*

Laredo_Engagement Summary_2023-2024.pdf

Confirmation

Please click the "I Agree" button below to certify that your application is complete and ready to submit. Once submitted, applications are final and cannot be returned.*

I agree

File Attachment Summary

Applicant File Uploads

- SIGNED Laredo_Certification and Authorized Signature Form.pdf
- Aurora PROS Laredo Timeline Form.pdf
- AuroraPROS Laredo BudgetForm.pdf
- SIGNED Laredo_Applicant_SupportHighestAuthority.pdf
- Aurora PROS Laredo_CommunitySupport.pdf
- Aurora PROS Laredo Opposition.pdf
- Aurora PROS Laredo_Partner Support.docx.pdf
- Aurora PROS Laredo Photo.pdf
- Aurora PROS Laredo photos.pdf
- Aurora PROS Laredo maps.pdf
- Laredo_Engagement Summary_2023-2024.pdf

ARAPAHOE COUNTY
OPEN SPACES

Certification and Authorized Signature Form

Please attach this form to grant and joint project applications submitted through the Arapahoe County Open Spaces Online Grant Portal.

By signing this form, I certify that:

- **The information included in this application is true to the best of my knowledge.**
- **If funded, the applicant commits to completing the proposed project.**
- **If funded, the applicant accepts responsibility for any cost overruns necessary to complete the project.**
- **If funded, the completed project will be open to the public or will otherwise serve a public purpose.**
- **If funded, the applicant agrees to maintain the completed project site or to continue its maintenance agreement with a partner agency as outlined in the application.**
- **I am authorized to sign on behalf of the applicant.**

Jason Batchelor _____ 11/05/2025

Authorized Signature (highest authority in agency or authorized individual) Date

Jason Batchelor, City Manager, City of Aurora, CO
Printed Name and Title

Laredo Elementary Outdoor Classroom & Crossing
Grant Project or Joint Project Name

Applicant: _____City of Aurora_____ Project Title: _Laredo Outdoor Classroom and Crossing

ARAPAHOE COUNTY OPEN SPACES

Joint Project Timeline Form

Use the sample timeline below as a guide to complete your proposed project timeline. Rows or columns may be added as necessary to include any milestones specific to your project. Timeline must be detailed, realistic, and coincide with details provided in the narrative portion of the grant application. Timeline must conclude within two years of project start date.

Task	2026											2027					
	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J
Grant Award Notification	■																
IGA Executed/Project Start Date		■															
Project Bid Award(s)			■	■													
Construction					■	■	■	■	■	■	■	■	■	■	■	■	
Grand Opening																	■
Final Report																	■

Summary Budget Form - STANDARD Grants (25% minimum cash match)

Source of Funds	Date Funds Secured	Grant Request	Cash Match	Total Project Funds
Arapahoe County Open Spaces Grant		$270,000		**$270,000**
Applicant Cash Match	4/14/2025		$133,000	**$133,000**
High Line Canal Conservancy Partner Match	3/15/2024		$137,000	**$137,000**
Totals		***$270,000***	***$270,000***	**$540,000**

MATCH REQUIREMENTS

Total Project Cost:	**$540,000.00**
Cash Match % Required:	**50%**
Required Cash Match Amount	**$270,000.00**
Project Cash Match Budgeted:	**$270,000.00**

Minimum Met? Y or N

Applicant: Aurora Parks, Recreation and Open Space

Project Title: Laredo Elementary Outdoor Classroom & Crossing

** Please do not include in-kind match on the Budget Forms. Describe in-kind match in the budget narrative and project narrative.*

DETAILED EXPENSE WORKSHEET

	Budget Category	Line Item Detail Description	ACOS Grant	Grantee Cash Match	Partner Cash Match	TOTAL
	Design	Design of Site Improvements			$45,000.00	$45,000.00
	Construction Admin	Construction Oversight and Administration			$16,000.00	$16,000.00
	Infrastructure	Construction of Site Improvements	$270,000.00	$133,000.00		$403,000.00
	Design	Design of Interpretive Features			$16,000.00	$16,000.00
	Infrastructure	Fabrication and Installation of Interpretive Features			$60,000.00	$60,000.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
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						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
TOTALS			**$270,000.00**	**$133,000.00**	**$137,000.00**	**$540,000.00**

Applicant: Aurora Parks, Recreation and Open Space **Project Title: Laredo Elementary Outdoor Classroom & Crossing** **Date: 5/12/25**

15151 E. Alameda Parkway
Aurora, Colorado 80012

November 5, 2025

Arapahoe County Open Spaces
Open Space and Trails Advisory Board
6934 S Lima St, Unit A
Centennial, CO 80112

Re: Joint Project Grant Application 2025

Dear Arapahoe County Open Spaces and OSTAB Members:

Please accept this letter of commitment on behalf of the City of Aurora for support of the Laredo Elementary Outdoor Classroom & Crossing joint project grant application. This project will replace a non-accessible Canal crossing from Memphis St., create an amenity side trail and shaded outdoor classroom with interpretive signage as a space for Laredo Elementary students as well as trail users to learn about the history of the Canal and the environment, with enhanced native plantings throughout.

Aurora is requesting $270,000 in grant funds from the Arapahoe County Open Space Tax program. The City has a secured cash match of $133,000 comprised of Great Outdoor Colorado Centennial grant funds in partnership with the High Line Canal Conservancy who have also brought $137,000 in funding. The City will be responsible for any cost overruns. Maintenance and care of the facility will be managed as part of our ongoing maintenance budget.

If awarded, an intergovernmental agreement between the City of Aurora and Arapahoe County will be required along with a city council resolution. Grant reports will be authorized by the Director of Parks, Recreation and Open Space.

By approving this grant application for $270,000, the Arapahoe County Open Space and Trails Advisory Board will contribute to the enhanced trail access and amenity area. The trail is currently and will remain open to the public. Thank you for your on-going support of our parks, open space and trail system.

Sincerely,

Jason Batchelor
City Manager

May 13, 2025

Arapahoe County Open Spaces
6934 S Lima St.
Centennial, CO 80112

RE: Joint Project Grant Support for High Line Canal Projects in North Aurora

Dear Arapahoe County Open Spaces,

On behalf of the High Line Canal Northeast Community Committee, we are writing in strong support of the joint project grant applications submitted by the High Line Canal Conservancy and the City of Aurora for the Granby Ditch Overlook, Laredo Elementary Outdoor Classroom, and Triple Creek Trailhead Site Improvements.

Our committee represents over 15 neighborhoods in Northeast Denver, Aurora, and unincorporated Arapahoe County. Formed in 2022, we serve as a trusted bridge between the High Line Canal Conservancy and our communities—ensuring that trail improvements are shaped by local voices and benefit those historically underrepresented in outdoor spaces. These three projects are direct results of an inclusive, community-centered design process. As members of the committee, we've played an active role in shaping the priorities and designs for these sites. Each project reflects our collective vision to activate the Canal as a safe, healthy, and accessible green space for our youth, families, and elders:

- Granby Ditch Overlook will transform a part of the trail into a natural refuge with interpretive signage, natural seating, and plantings.
- Laredo Elementary Outdoor Classroom will connect students and neighbors to the Canal through a shade structure, safe crossings, and meaningful educational opportunities.
- Triple Creek Trailhead Site Improvements will deliver long-awaited enhancements to a key regional access point, including natural elements, bike skills features, and interpretation.

Together, these projects address the priorities we've consistently elevated: safe access, ecological restoration, cultural interpretation, and joyful use of the Canal for all. They advance equity in public space and demonstrate how public-private partnerships can meet the needs of communities who have been historically underserved.

We are grateful for Arapahoe County Open Spaces' past support and urge you to invest in these community-backed projects. They will deliver visible, lasting impact for the neighborhoods we call home.

Sincerely,

The High Line Canal Northeast Community Committee

Leslie Brown
Calvin Ann Evans
Nelson Holland
Debi Hunter Holen
Cynthia Armendáriz-Maxwell
Laura Morales
Adolfo Romero
Vanessa Salinas

May 15, 2025
Arapahoe County Open Spaces
6934 S Lima St.
Centennial, CO 80112

RE: Letter of Support for Laredo Elementary Outdoor Classroom Project

Dear Arapahoe County Open Spaces,

I am writing to express my full support for the proposed improvements along the High Line Canal adjacent to our campus, specifically the creation of an outdoor classroom and trail access improvements as part of the Laredo Elementary Site Improvements Project.

Our school is preparing for a long-anticipated renovation that will significantly enhance our facilities and educational environment. As we reimagine our physical campus, we are equally committed to embracing the incredible natural resource that exists just beyond our playground—the High Line Canal. The opportunity to connect our students more directly and safely to this unique green space is transformative.

The proposed outdoor classroom, shade structure, improved trail access, and interpretive signage are more than just amenities. They represent a powerful extension of our learning environment. We envision our students using the outdoor classroom for science and environmental studies, reading, and physical activity. The improvements will also create safer, more engaging routes to school for students who walk or bike. These enhancements align with our mission to support the whole child—academically, socially, and emotionally.

The High Line Canal Conservancy has engaged our school community in meaningful conversations about how these improvements can best serve our students and families. We are proud to be a partner in this work and excited to see the plans moving toward implementation.

We strongly urge your support of this timely and essential project. The trail improvements will be a lasting investment in our students, our community, and the future of public education connected to the outdoors.

Sincerely,
Jennie Todd

Laredo Elementary School

July 14, 2025
Arapahoe County Open Spaces
6934 S Lima St.
Centennial, CO 80112

RE: Letter of Support for High Line Canal Projects in North Aurora

Dear Grant Committee,

I have lived in Aurora for twenty-five years and it was just last year (2024) that I learned about an amazing trail right in my back yard! Through the nonprofit, GirlTrek that centers the health and wellness of Black women, I committed to walking the whole 71 mile trail that is the High Line Canal. This was done in fifteen segments, once per week. Despite being in pain with a retorn ACL, I joined the challenge! We started in April and finished in September.

That experience was not only transformational, it helped me save my life! The segments fed my mind, body and soul! I had already endeavored to make 2024 the year of change. I was overweight, not in the best shape (despite being an avid softball player), taking a few prescription medications, working through generational trauma, tired of being heavy, and determined to gain strength and forego ACL surgery again. The High Line Canal Trail was exactly what my body needed! By the time we finished, I had lost 25 pounds, my legs were stronger, and my mind was clearer! I became more motivated to go to the gym more often, I started weight training twice a week in February and by the time we finished, I was in the gym three times per week! I continued to lose fat and gain muscle. Now, I walk every chance I get and formed my own GirlTrek walking crew!

I want to support the High Line Canal in any way I can because I hope to share my life-changing experience with others who may need this type of therapeutic, empowering experience. I wish I had known about this beautiful trail before. I hope to make it known to more people.

Martha Lugo, M.A. (she/her/ella – Afro-Indigenous woman)

Bilingual ASSET Program Specialist II

Boulder County Family and Children Services

Member: Bargaining Committee – Boulder County Employees Union
Union Steward: Boulder County Employees Union

515 Coffman St.
Longmont, CO 80501

720-884-6402 (call/text)
mlugo@bouldercounty.org

HIGH LINE CANAL
CONSERVANCY

TO: Arapahoe County Open Spaces

FROM: High Line Canal Conservancy

DATE: November 10, 2025

SUBJECT: Letter of No Opposition – Laredo Outdoor Classroom and Crossing

The Laredo Outdoor Classroom and Crossing project is supported by the neighborhood and Laredo Elementary Community. Ongoing public outreach and engagement has occurred since 2019 to keep the community informed and invested in the goals of the site. The Conservancy has not received any known opposition, nor been apprised of any by Aurora PROS or other entities.

Sincerely,

Josh Phillips, Senior Director of Planning and Implementation
High Line Canal Conservancy

Documentation of Opposition

ARAPAHOE COUNTY
OPEN SPACES

4010 E Orchard Rd | Centennial, Colorado 80121 | 720.767.2452 highlinecanal.org

HIGH LINE CANAL CONSERVANCY

TO: Arapahoe County Open Spaces

FROM: High Line Canal Conservancy
Amy Daley, Chief Finance and Administrative Officer

DATE: November 11, 2025

SUBJECT: Support for the Laredo Outdoor Classroom and Crossing

The Conservancy is partnering with Aurora Parks, Recreation and Open Spaces (Aurora PROS) on design and construction of the Laredo Outdoor Classroom and Crossing. The Conservancy has secured $270,000 from Great Outdoors Colorado and private donations for the project as described in the joint project request. The Conservancy will spend $61,000 on project design and engineering to prepare documents for bidding. A funding agreement, signed by both parties, has been executed to transfer $193,000 to Aurora PROS for project construction. An additional $16,000 has been allocated for Construction Project Management.

The opportunity to further enhance the High Line Canal in North Aurora is an exciting opportunity for the Conservancy and Aurora PROS. We appreciate the consideration of Arapahoe County Open Spaces to support the implementation of this project.

Sincerely,

Amy Daley

Amy Daley, Chief Financial and Administrative Officer
High Line Canal Conservancy





Existing pedestrian bridge from neighborhood

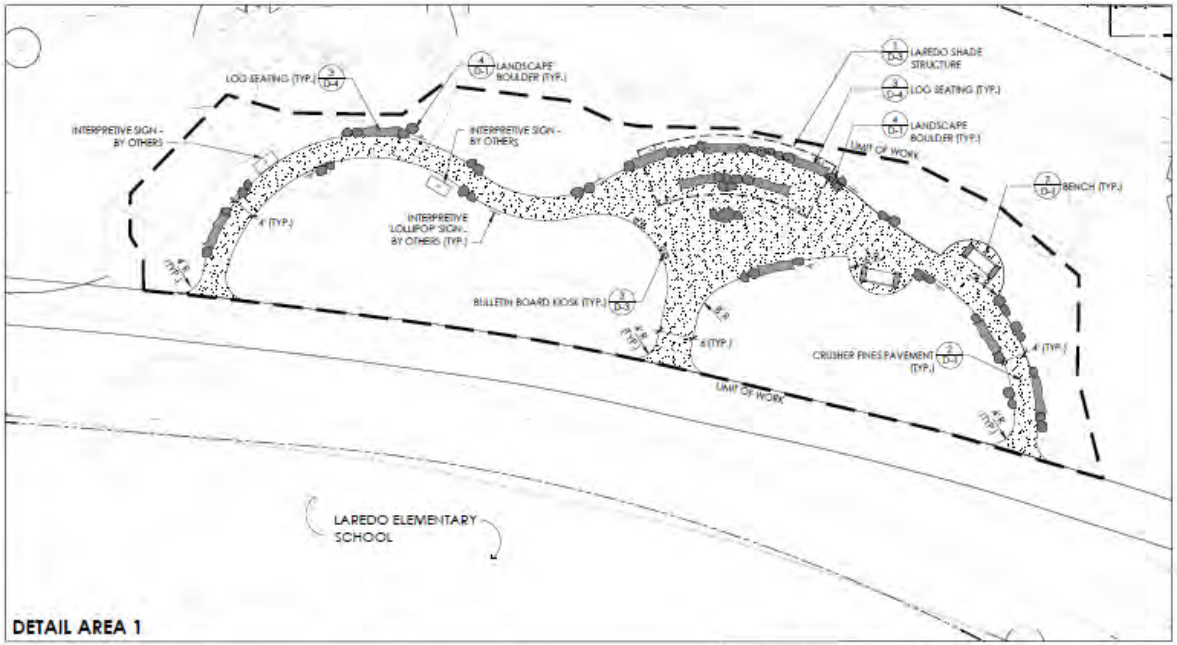


Outdoor classroom site

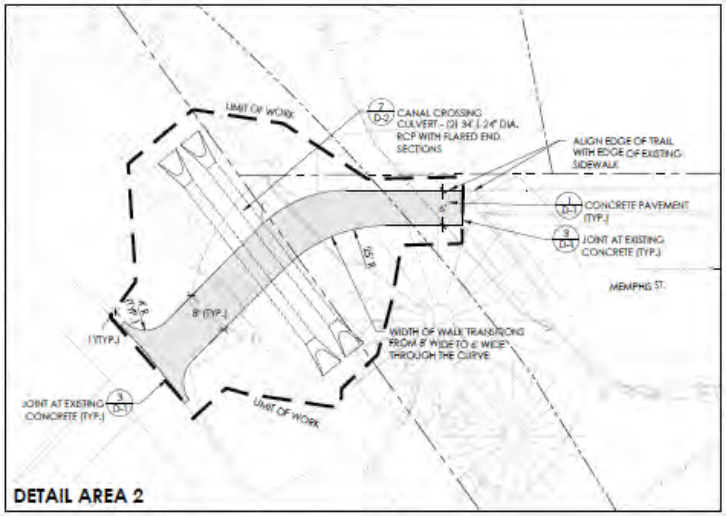




Outdoor Classroom Concept Plans



DETAIL AREA 1



DETAIL AREA 2

NORTH SCALE: 1" = 10'

LEGEND

CRUSHER FINES PAVEMENT

CONCRETE PAVEMENT

P#	DESCRIPTION	EASTING	NORTHING
P1	EDGE OF CRUSHER FINES AT POINT OF CURVATURE	50786.32	54289.29
P2	EDGE OF CRUSHER FINES AT POINT OF CURVATURE	50800.50	54248.75
P3	EDGE OF CRUSHER FINES AT POINT OF CURVATURE	50795.64	54227.83
P4	EDGE OF CRUSHER FINES AT POINT OF CURVATURE	50781.43	54213.10
P5	EDGE OF CRUSHER FINES AT POINT OF CURVATURE	50777.67	54207.85
P6	EDGE OF CRUSHER FINES AT POINT OF CURVATURE	50783.61	54203.44
P7	EDGE OF CRUSHER FINES AT POINT OF CURVATURE	50788.81	54181.39
P8	EDGE OF CRUSHER FINES AT POINT OF CURVATURE	50786.57	54169.66
P9	EDGE OF CRUSHER FINES AT POINT OF CURVATURE	50757.96	54148.27
P10	EDGE OF CRUSHER FINES AT POINT OF CURVATURE	50788.94	54163.39
P11	EDGE OF CRUSHER FINES AT POINT OF CURVATURE	50798.31	54179.00
P12	EDGE OF CRUSHER FINES AT POINT OF CURVATURE	50801.74	54223.66
P13	CENTER OF RADIUS	50788.32	54175.40
P14	CENTER OF RADIUS	50786.61	54160.41
P15	CENTER OF LAREDO SHADE STRUCTURE POST	50805.02	54186.12
P16	CENTER OF LAREDO SHADE STRUCTURE POST	50798.34	54212.65

CURVE DATA - DETAIL AREA 1

C#	DESCRIPTION	ARC LENGTH	RADIUS	TOTAL ANGLE
C1	CENTERLINE OF CRUSHER FINES PAVEMENT BETWEEN P1 & P2	50.36	26	111.41
C2	CENTERLINE OF CRUSHER FINES PAVEMENT BETWEEN P2 & P3	23	23	55.43
C3	CENTERLINE OF CRUSHER FINES PAVEMENT BETWEEN P3 & P4	24.52	12	117.09
C4	EDGE OF CRUSHER FINES PAVEMENT BETWEEN P6 & P7	25.04	50	28.70
C5	EDGE OF CRUSHER FINES PAVEMENT BETWEEN P9 & P10	25.22	32	45.15
C6	EDGE OF CRUSHER FINES PAVEMENT BETWEEN P10 & P11	16.55	80	11.85
C7	EDGE OF CRUSHER FINES PAVEMENT BETWEEN P11 & P12	47.87	38	72.18

POINT DATA - DETAIL AREA 2

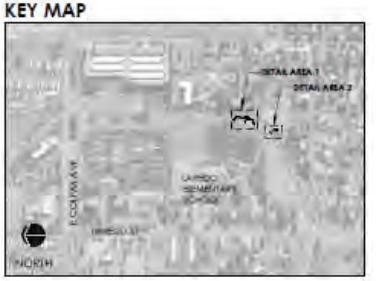
P#	DESCRIPTION	EASTING	NORTHING
P17	CENTER OF CONCRETE PATH AT EXISTING CONCRETE PATH	50715.17	53978.48
P18	EDGE OF CONCRETE AT POINT OF CURVATURE	50721.55	53998.71
P19	EDGE OF CONCRETE AT POINT OF CURVATURE	50715.54	54013.42
P20	EDGE OF CONCRETE AT POINT OF CURVATURE	50699.24	54000.02
P21	CENTERLINE OF DRAINAGE PIPE AT FLARED END SECTION	50730.46	54025.85
P22	CENTERLINE OF DRAINAGE PIPE AT FLARED END SECTION	50727.34	54029.77
P23	CENTERLINE OF DRAINAGE PIPE AT FLARED END SECTION	50691.33	54001.15
P24	CENTERLINE OF DRAINAGE PIPE AT FLARED END SECTION	50694.45	53997.22

CURVE DATA - DETAIL AREA 2

C#	DESCRIPTION	ARC LENGTH	RADIUS	TOTAL ANGLE
C8	EDGE OF CONCRETE BETWEEN P18 & P19	16.80	21	48.47

NOTES:
1. STAKE IMPROVEMENTS FOR REVIEW BY OWNER'S REPRESENTATIVE PRIOR TO ANY CONSTRUCTION.
2. SEE STORMWATER MANAGEMENT PLANS FOR EROSION CONTROL MEASURES.
3. SEE GRADING AND DRAINAGE PLAN FOR DRAINAGE MATERIALS.
4. LOG SEATING, BOULDERS, AND SIGN LOCATIONS SHALL BE COORDINATED IN THE FIELD WITH THE OWNER'S REPRESENTATIVE.

KEY MAP



ARCHITERRA GROUP
881 south dahlia street
denver, colorado 80247
303.948.0766 fax 948.0977
www.architerragroup.com

SUBMITTALS

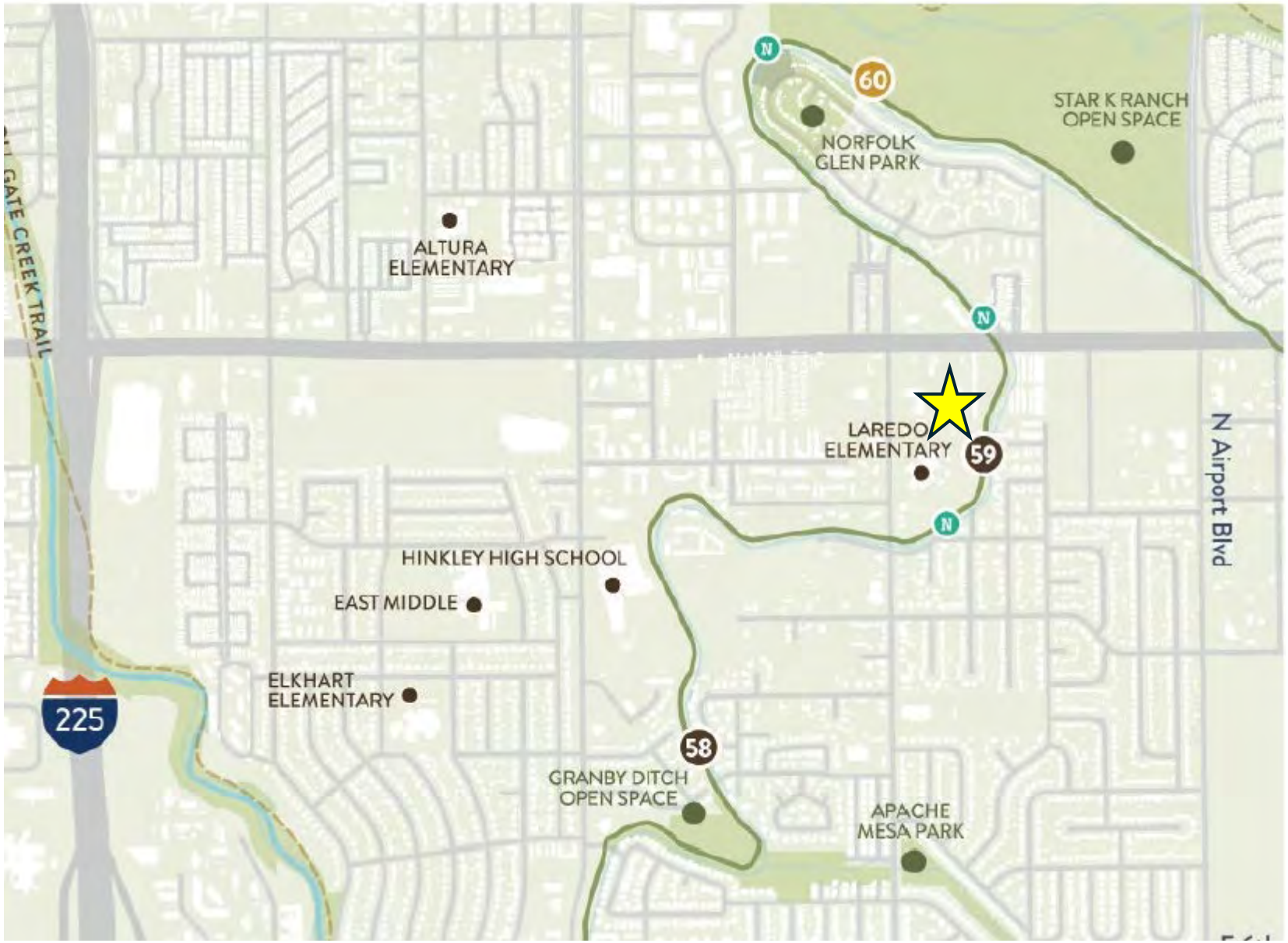
LAREDO ELEM. ACTIVATION AREA & CROSSING

LAYOUT AND MATERIALS PLAN

HIGH LINE CANAL - IMPROVEMENT AREAS
HIGH LINE CANAL CONSERVANCY - AURORA, COLORADO

LE-2

SHEET 14



Laredo Outdoor Classroom and Crossing-Vicinity Map



Laredo Outdoor Classroom and Crossing Site Map

Speak Up for the Canal

High Line Canal Northeast Community Engagement, 2016 - 2024

HIGH LINE CANAL CONSERVANCY

ENGAGEMENT TIMELINE

- **2016** — Community Vision for the High Line Canal
- **2017** — Northeast Community Programming
- **2019** — Plan for the High Line Canal
- **2021** — Laredo Highline Canal Improvements
- **2022 - 2024** — Community-centered design

TOTAL REACH

1,500,000 reach through media & mailings

10,000 people engaged across the region

4,000+ youth engaged

1,500+ total surveys

100+ community input events

2022-2024 NORTH AURORA

FEEDBACK REACH

55,000+ total through mailings, social media, newsletters & more

770 formal feedback responses

305 people engaged at community events

WHAT ELSE WE HEARD

- Prioritize wayfinding signage
- More bathrooms and trash cans
- Maintenance of grass and vegetation along the trail
- Trees are desired for shade
- Safer trail access and connectivity needed at Colfax Ave. intersections & Airport Blvd.
- Improved crossings needed at most access points
- Concerns about personal safety & use of Canal for camping
- Prevent unauthorized vehicles on the trail
- Excitement for new and improved neighborhood access points

KEY TAKEAWAYS

NATURE + NATURAL ENVIRONMENT

Water

Natural Vegetation/ Habitat/Plants & Trees



"Maintain the natural setting with cottonwoods and the wildlife corridor!"

SAFETY + CONNECTIVITY

"I feel safe when the trail is far from any stress and I know my kids can run free. And I don't feel safe when the trail comes to a street and there are not stop signs or pedestrian light that makes it safe for us to cross."

Access + Parking

RECREATIONAL + EDUCATIONAL OPPORTUNITIES

Signage

Gathering Spaces

Play Areas

"I know that there are a few areas where the school uses the High Line Canal and the property around it for education and for kids to be able to get outside and play."

ACCESS, AWARENESS + ACCESSIBILITY



Shade

Benches + Seating

Signage

Access

Parking

Restrooms

"A big reason that I love the trail is because in most places that I've been on the trail there is a dirt or crusher-fined jogging path next to the paved path. So wherever the trail is going to be built out in the future, or wherever that enhancement could be made, to continue having both a paved and a dirt or gravel surface would be awesome."

STEWARDSHIP + MAINTENANCE

"More community cleanups and trash pickups."

Natural Vegetation/ Habitat/Plants & Trees

Water



INTERGOVERNMENTAL AGREEMENT REGARDING
2026 CONTRIBUTION OF ARAPAHOE COUNTY OPEN SPACE PROGRAM FUNDS
PROJECT NAME: LAREDO ELEMENTARY OUTDOOR CLASSROOM & CROSSING

This Intergovernmental Agreement ("Agreement") is made and entered into by and between **THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, STATE OF COLORADO** ("County"), and the **CITY OF AURORA** ("City"), a municipality and political subdivision of the State of Colorado (collectively "Parties" and individually a "Party").

RECITALS

A. On November 2, 2021, the voters of the County permanently reauthorized, until repeal, a countywide sales and use tax to be deposited in the Arapahoe County Open Space Fund and used for specified open space purposes as set forth in County Resolution No. 21-263 ("Open Space Resolution").

B. The Open Space Resolution authorizes the County to expend a portion of the tax funds for joint projects between counties and municipalities, special districts with a recreational component, recreation districts, and other governmental entities in the County for purposes consistent with the Open Space Resolution. Eligible joint projects include acquisitions of land, other real property interests, and water rights, as well as the improvement, restoration, and protection of open space lands, as more fully set forth in the Open Space Resolution.

C. On February 17, 2026, the County approved by resolution the use of Open Space Acquisition and Trail Development funds for the Laredo Elementary Outdoor Classroom & Crossing ("Project"), which is an eligible use of funds under the Open Space Resolution, subject to the execution of an intergovernmental agreement.

D. This Agreement is authorized by Article XIV, Section 18 of the Colorado Constitution and C.R.S. § 29-1-203.

AGREEMENT

NOW, THEREFORE, the County and the City agree as follows:

1. Funding Amount. The County agrees to pay up to 50% of the total Project cost, not to exceed $270,000, from the Arapahoe County Open Space Fund ("County Funds") to the City to be used solely toward the Project as described in Exhibit A. The County's contribution of County Funds is contingent upon the City contributing the remaining 50% share of the total Project cost. The City is responsible for any Project costs in excess of those outlined above.

2. Disbursement of County Funds. The County shall pay the County Funds via ACH transfer to the City on a reimbursement basis upon receipt of the approved status report and

documentation of expenditures as required by this Agreement and no more often than bi-annually. No more than 75% of the Project costs will be reimbursed prior to the final report approval. The final 25% of County Funds will be paid following the Project inspection and review and approval of the final report and Project deliverables.

3. Time for Use of County Funds. The Parties agree that the County Funds will be expended no later than two years from the Effective Date, unless the County agrees in writing to a longer period of time.

4. Interest on County Funds. The City further agrees that, after receipt of the County Funds, the City will use any interest earned on the County Funds only for the Project.

5. Report Requirements. On or before January 31 and July 31 annually, the City agrees to provide the County with Project status reports that conform to the format provided by the County. Each progress report shall include supporting financial documentation as requested in the form provided. Within three months of completion of the Project, the City also agrees to submit to the County a final report that conforms to the format provided by the County with final Project accounting. The final report will also include documents, plans, and high-resolution photographs as necessary to detail the completion and scope of the Project. The County shall be allowed to use information and images from these reports in publications, public information updates, and the County's website.

6. Failure to Submit Required Reports. Upon written notice from the County informing the City that it has failed to submit any required status report and/or final report, the City shall submit such reports to the County's Open Space Grants Program Administrator within 30 days, and, if it fails to do so, the City shall be deemed to be in violation of this Agreement.

7. Administration of Project. The City shall be responsible for the direct supervision and administration of the Project. The City also agrees to comply with all local, state, and federal requirements while completing the Project unless specifically waived.

8. Project Site Visits. Upon 24 hours' written notice to the City, the City agrees to allow the County to make site visits before, during, at the completion of, and/or after the completion of the Project.

9. Acknowledgment of County.

   A. The City agrees to acknowledge the County as a contributor to the Project in all publications, news releases, and other publicity issued by the City related to the Project and agrees to allow the County to do the same. If any events are planned in regard to the Project, the County shall be acknowledged as a contributor in the invitation to such events. The City shall cooperate with the County in preparing public information pieces, providing photos of the Project from time to time, and providing access to the Project for publicity purposes. Event information, event materials, and press release information related to the Project must be sent to the County's Open Space Grants Program Administrator for review and filing.

B. For projects occurring on a particular property, the County agrees to provide a standard sign for the Project. The City agrees to erect and permanently maintain at least one County sign or a City sign as described below in a publicly visible area in recognition of the County Funds from the Arapahoe County Open Space Program. The sign shall be erected prior to the completion of the Project or its public opening, whichever is earlier. If the City wishes to use its own sign and design, the City must submit the sign location, design, and wording to the County's Grants Program Administrator for approval prior to manufacture and/or installation of such sign.

C. For planning projects, environmental education projects, and other projects that are not tied to a particular property, the City agrees to include the most current Arapahoe County Open Spaces logo in final planning documents and other printed and multimedia materials. The City shall contact the County's Grants Program Administrator for a copy of the logo to be used.

10. Record-Keeping Requirements. The City shall maintain a complete set of books and records documenting its use of the County Funds and its supervision and administration of the Project. The County or any of its duly authorized representatives shall have reasonable access to any books, documents, papers, and records of the City that are pertinent to the Project for the purpose of making an audit, examination, or excerpts. The City shall keep all books, documents, papers, and records pertinent to the Project for a minimum of three years from the Project completion date. The City agrees to report to the County's Grants Program Administrator any unexpended County Funds and consult with the Grants Program Administrator concerning proper accounting and refund of any unexpended County Funds.

11. Changes to Project. The City agrees and understands that it must complete the Project as it is described in Exhibit A; the Project may not be changed without the County's prior written approval. Proposed changes must be formally requested using the applicable Project Modification Form provided by the County. Changes may not begin until the County has issued a written approval, which may also require the execution of an amendment to this Agreement.

12. Maintenance. The City agrees to assume responsibility for continuous maintenance and public safety of open space lands, parks, trails, recreation facilities, amenities, signage, and other projects funded by the County Funds for the useful life of the Project and in accordance with applicable product warranties and/or the generally accepted standards in the parks and recreation community.

13. Change in Use. If the City wishes to dispose of or sell the property purchased with the County Funds or if the City wishes to use the Project or property improved or purchased with the County Funds for purposes other than the purposes specified in Exhibit A, the City shall provide written notice to the County. The City shall obtain the County's written consent and shall present the proposed disposition, sale, or change in use in a public hearing and receive approval from its governing body prior to proceeding with such disposition,

sale, or change in use. The County, in its sole discretion, may require the City to make a partial or full refund to the County based on the amount of the County Funds, the value of the Project, or the value of the property purchased with the County Funds at the time of disposition, sale, or change in use.

14. Failure to Comply and Reimbursement of County Funds. The City understands and agrees that the County may require the City to reimburse the County if any portion of the County Funds is not used in accordance with its approved proposal and this Agreement. Failure to comply with this Agreement shall result in default, and the City shall be ineligible for any future funding from Arapahoe County Open Spaces until the violation is remedied or after such other time period as determined by the County in its sole discretion.

15. Remedies. The rights and remedies of the County as set forth in this Agreement shall not be exclusive and are in addition to any other rights or remedies provided by law.

16. No Waiver of Rights. A waiver by any Party of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any Party.

17. Relationship of the Parties. The City shall perform all duties and obligations under this Agreement as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee, or other relationship with the County.

18. No Third-Party Beneficiaries. Nothing in this Agreement shall give or allow any claim or right of action whatsoever by any third party, including, but not limited to, any agents or contractors of the City.

19. Severability. The invalidity or unenforceability of any portion of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and, in such event, the Parties shall negotiate in good faith to replace such invalidated provision in order to carry out the intent of the Parties in entering into this Agreement.

20. Written Amendment Required. This Agreement may be amended, modified, or changed, in whole or in part, only by written agreement duly authorized and executed by the Parties.

21. Applicable Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado. The venue for any legal action arising out of this Agreement shall be in Arapahoe County District Court, pursuant to the appropriate rules of civil procedure.

22. Notices. Notices under this Agreement shall be sent to:

COUNTY: Arapahoe County Open Spaces
Grants Program Administrator
6934 S. Lima St., Unit A
Centennial, CO 80112
askopenspaces@arapahoegov.com

and

Arapahoe County Attorney
5334 South Prince Street
Littleton, CO 80120-1136
attorney@arapahoegov.com

CITY: City of Aurora
15151 E. Alameda Parkway
Aurora, CO 80012
parks@auroragov.org

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

24. Incorporation of Exhibits. Unless otherwise stated in this Agreement, any exhibits, applications, resolutions, or other documents referenced in this Agreement shall be incorporated by reference into this Agreement for all purposes. In the event of any conflicts between this Agreement and any attached documents, this Agreement shall control.

25. Section Headings. The headings for any section of this Agreement are only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

26. Assignment. The rights, or any parts of this Agreement, granted to the Parties in this Agreement may be assigned only with the prior written consent of the non-assigning Party.

27. Extent of Agreement. This Agreement constitutes the entire agreement of the Parties related to the Project. The Parties agree that there have been no representations made regarding the subject matter of this Agreement other than those, if any, contained in this Agreement, and the various promises and covenants contained in this Agreement are mutually agreed upon and are in consideration of one another.

28. Signatures. The signatories to this Agreement represent that they are fully authorized to execute this Agreement and bind their respective entities.

29. Effective Date. This Agreement will become effective on the date of the City's signature ("Effective Date").

Signature page follows

IN WITNESS WHEREOF, the County and the City have executed this Agreement as of the Effective Date.

ATTEST:

By:_____

CITY OF AURORA

By:_____
Name:_____
Title:_____
Date:_____

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF ARAPAHOE,
STATE OF COLORADO

By:_____
Margina Pingenot, Open Spaces Director
Pursuant to Resolution No. 26-056

EXHIBIT A

Laredo Elementary Outdoor Classroom & Crossing

Joint Project Application

City of Aurora

Ms. Nicole Ankeney

15151 E. Alameda Pkwy. Ste. 3600
Aurora, CO 80012

nankeney@auroragov.org
O: 303-326-8947

Application Form

Application Summary

Grant Category*

Select One:

Joint Project

Primary Contact Information*

Please provide information for the primary contact for this project in the following format.

Agency:
Name:
Title:
Telephone:
Email:

City of Aurora Parks, Recreation & Open Space Department
Curtis Bish
Principal Planner
303-739-7131
cbish@auroragov.org

Project Type*

Select One:

- **Trail Project:** Trail/trailhead construction or improvement, including stream/road crossings and trailhead amenities (such as parking, restrooms or shelters)
- **Site Improvement Project:** New construction, improvement, repair, or replacement of passive outdoor recreation amenities
- **Acquisition Project:** Eligible projects include fee simple acquisition of land for public open space or trails; acquisition of buffer land; acquisition of a conservation easement; and/or acquisition of water rights
- **Other Project:** Other allowable projects include stream/habitat restoration, natural re-vegetation, and water quality improvement

Site Improvement Project

Project Title*

Laredo Elementary Outdoor Classroom & Crossing

Project Address
High Line Canal east of Laredo Street

Project Location*
Select all that apply:

Aurora

GPS Coordinates (Latitude in Decimal Degrees)*
Example: Dove Valley Regional Park
Latitude: 39.577303

39.736579

GPS Coordinates (Longitude in Decimal Degrees)*
Example: Dove Valley Regional Park
Longitude: -104.828850

-104.798010

Grant Request Amount*
$270,000.00

Cash Match Amount*
$270,000.00

Total Project Amount*
Total project amount includes grant request and cash match only. Please do not include in-kind match.

$540,000.00

Cash Match Percentage*
Calculate cash match as % of total project cost.

50

Project Partners

List partner agencies if applicable.

High Line Canal Conservancy

Executive Summary*

Highlight key points of your proposal, such as project description, components, deliverables, need, goals, beneficiaries, planning, etc.

The City of Aurora has partnered with the High Line Canal Conservancy, Arapahoe County Open Spaces and all of the jurisdictions along the High Line Canal to plan for the Canal's future as a recreational and ecological resources. The result, the Plan for the High Line Canal (The Plan), has identified and prioritized projects that will enhance the user experience on the trail through improved access, awareness connectivity and activation. The Plan prioritizes improvements in Aurora and Northeast Denver where the Canal connects diverse communities and is still significantly underutilized compared to other reaches of the trail. This project will implement community priorities from the Plan in Aurora , establishing outdoor classroom space that will also serve as a pause place for trail users. The project will improve access from the neighborhood, enhance the natural resources and add seating, wayfinding and interpretive signage.
After completing a community-centered design process in 2023 to develop the plan for improvements in this area, the High Line Canal Conservancy (Conservancy) successfully procured funding from Great Outdoors Colorado (GOCO) focused on improvements in north Aurora that activate the trail and connect communities to nature. The neighborhoods along the Canal in north Aurora are 40% Latino, 20% African American and 5% percent Asian American. The median household income in these areas is $41,000 per year, less than half of the median household income of the Denver Metro Area as a whole. The City of Aurora's and the Conservancy's interest, with support from The Colorado Health Foundation, is in removing barriers to using the trail for recreation and positioning the Canal as a catalyst of community health. Aurora PROS is requesting funds from ACOS to match these private funds raised by the Conservancy to implement these critical projects and invest in these north Aurora neighborhoods.
This project will have several key deliverables: establishing an outdoor classroom with a shade structure and seating that will connect students at Laredo Elementary School to the Canal and the outdoors. A path will be added, separating users from the regional trail. Replacing the existing, aging, pedestrian bridge will improve access and accessibility to the Canal from the neighborhood. Natural resource restoration will focus on planting along the Canal, adding shade for trail users and habitat for wildlife. Seating will improve user comfort and accessibility while connecting trail users to the natural open space. The series of signs will provide wayfinding and interpretive information to neighborhood residents and trail users. The goals of the project are to increase use of the trail through improved access and awareness while improving safety, community health and the ecological health of the Canal.

Authorized Signature

Certification and Authorized Signature Form*

Please attach completed Certification and Authorized Signature Form as a PDF document. Form must be signed by highest authority in agency or authorized individual. *Staff will email you the form.*

Please name your file as follows: *Applicant_CertificationandAuthorizedSignatureForm.pdf*

SIGNED Laredo_Certification and Authorized Signature Form.pdf

Project Timeline

Project Timeline Form*

Please attach completed Project Timeline Form as a PDF document. *Staff will email you the form.*

Please name your file as follows: *Applicant_ TimelineForm.pdf*

Aurora PROS Laredo Timeline Form.pdf

Project Budget

Budget Forms*

Please attach completed Summary Budget Form and Detailed Expense Budget Form as a single PDF document. *Staff will email you the form.*

Please name your file as follows: *Applicant_ BudgetForms.pdf*

AuroraPROS Laredo BudgetForm.pdf

Project Narrative

Question 1*

Describe the project goals, scope, expected results, and deliverables. Discuss the current condition of the project site and what improvements, if any, are proposed and why. Discuss how this project preserves open space, improves access to the outdoors, creates connectivity, and/or provides educational opportunities.

The goals of the project are to increase use of the trail through improved access and awareness, improve community health and enhance the ecological health of the Canal. This project will have several key deliverables, all of which are prioritized in The Plan: an outdoor classroom with a shade structure and seating that will connect students at Laredo Elementary School to the Canal. A soft surface path will be added, enhancing connectivity to the school and separating trail users from the regional trail. Replacing the pedestrian bridge will improve access and accessibility to the Canal from the neighborhood. Natural resource restoration will focus on shrub and tree planting along the Canal, adding shade for trail users and habitat for wildlife. Seating will improve user comfort and accessibility while connecting trail users to the natural open space. The series of signs will provide wayfinding and interpretive information to neighborhood residents, implementing a portion of the Canal-wide sign package. The goals of the project are to increase use of the trail through improved access and awareness while improving community health and the ecological health of the Canal.

The current pedestrian bridge in this location is unsafe and not universally accessible, creating a barrier for neighborhood residents to safely access the Canal and the elementary school. Replacing this pedestrian bridge with a land crossing will advance equitable access while piloting a new approach to accessible access

points that will be less expensive than a traditional pedestrian bridge and establish important precedent for the City of Aurora. Planting around the project site will improve the user experience along the Canal while supporting the ecological health of the corridor. Interpretive signage will create educational opportunities for trail users, connecting the community to the unique history of the Canal and the natural environment.

Question 2*

Describe the community/neighborhood and user groups the project will serve. Discuss the type of users (children, families, seniors, etc.), and estimate the number of users that will benefit annually. How did you arrive at this estimate? *Include up to five community support letters in the Attachments section. Support letters should come from users, working groups, community members, volunteers, schools, etc. Letters should be dated within the last six months.*

The north Aurora neighborhoods along the Canal are predominantly Latino and African American and the project will actively work to engage these communities in enhancing and activating the Canal. There are two schools in the neighborhood where this project site is located that serve low-income, diverse populations that are representative of their neighborhood. Hinkley High School has a rate of 72.4% free and reduced lunch and 94% of students are non-white. Laredo Elementary school has a rate of 84.9% free and reduced lunch and 91% of students are non-white. Engagement with these schools has been a critical component of the Conservancy's community engagement that has sought to empower the community and ensure a feeling of ownership in the neighborhood for the Canal. Moving these projects into implementation is critical to ensure that the community members who have been involved in public engagement processes can see these improvements come to life. Access improvements will create valuable opportunities to provide safe routes to school and partnerships with these educational institutions will be essential to catalyzing use of the Canal. There are other indicators of barriers to accessing health and wellness resources in this community as 20% of neighbors speak English less than very well and 22.6% do not have a high school diploma.

User counts performed by the Conservancy in north Aurora have recorded just 3-12 users per hour, though anecdotally these numbers increase before and after school. For comparison, user counts in the Canal's southern suburbs have consistently recorded 50-100 users per hour during peak use. Based on these user counts, assuming the average 7.5 users per hour in the neighborhood and extrapolating for the year, 32,850 total users would benefit from awareness and activation improvements in north Aurora. The Laredo Highline neighborhood is home to more than 6,300 residents living in over 2,200 households and these neighborhood residents will experience the greatest benefit.

Question 3*

Discuss the need and urgency for this project and why it is a priority. Was the project prioritized in a master plan or other planning document (including County Comprehensive Plan, County Open Space Master Plan, etc.), an independent community planning process, a working group, etc.? Is this part of a larger phased project? What opportunities will be lost if this project is not funded now?

This project was identified and prioritized in The Plan for the High Line Canal, a plan that has been endorsed by Aurora, Arapahoe County and the Conservancy. The project was requested by local community members during a robust outreach process that informed both the High Line Canal Community Vision Plan (Vision Plan) and The Plan for the High Line Canal (The Plan). The Plan recommends significant investment in diverse communities along the trail, prioritizing Denver and Aurora for a large proportion of enhancements. The Canal is underutilized in these communities and will require investments to reach its full potential as a recreational resource. The designs that have been developed were cocreated with community members through robust community engagement efforts in 2023 and the community is eager to see these improvements come to life.

The Plan recommends a series of Community Activation Zones, areas of the Canal where investments are needed to increase use of the trail as a community resource and catalyst for improved community health. The Plan states the goal of Community Activation Zones as: Increase health, wellness and active uses by providing activation through the addition of nature play, gathering spaces, exercise stations or other activation types as identified in the Design Guidelines. Neighborhoods for these zones are called out explicitly in The Plan and focus on low-income and diverse communities where the Canal is underutilized. These investments will improve the user experience along the Canal and have the potential to improve community health in some of the most diverse communities in the region. The Conservancy's design process was supported by a private foundation and their share of implementation funds have been secured from GOCO, leveraging philanthropy to enhance the Canal in the Northeast.

This investment would represent one of the first efforts to construct community-informed improvements since completion of The Plan. If this project is not funded now, it will stymy momentum in achieving the level of investment in Aurora that is recommended in The Plan. Implementing all of the recommendations in The Plan in Aurora will require significant support from private sources, Arapahoe County Open Spaces and federal funding for transportation improvements. Demonstrating success will help the Conservancy continue to raise funds and show members of the community that progress is being made. These improvements will be further leveraged by the development of an underpass at the Canal's western crossing of Colfax. This $12M project, funded with federal dollars in addition to matching funds from Arapahoe County and Adams County, will provide a critical connection for trail users to connect along the Canal in north Aurora and utilize these improvement zones.

Question 4*

Summarize any planning completed prior to submitting this Joint Project proposal. Is design and engineering complete? Does the project necessitate a zoning change? List any permits that need to be obtained and status of obtaining those permits (Federal 404, County or City, Storm Water Drainage, etc.).

The master plan for these projects was developed in 2023 through a community-centered design process. Since that time, the Conservancy and Aurora PROS have progressed designs to 95% and the plans have gone through two reviews with the City of Aurora, Arapahoe County and Denver Water. The plans have been submitted to the City of Aurora AMANDA review process to progress through their review before Aurora can put the projects out to bid and start construction. The final approval for the project will come from Arapahoe County and Denver Water who will grant a license for these improvements that approve the plans and formalize Aurora PROS commitment to maintenance. The consultant team is working through final comments with reviewers and are confident that all issues will be resolved.

Question 5*

Describe the timeframe needed to complete the project. Discuss the agency's capacity to complete the project, including project management, resources, and experience implementing similar projects.

The goal is to complete this project by the third quarter of 2027. The City of Aurora will be responsible for putting the project out to bid and hiring a construction contractor. The Conservancy will support project management in three ways: staff time dedicated by the Conservancy's Project Manager, a construction administration contract with the landscape architecture firm that has developed the plans and an outside project management firm that will be hired by the Conservancy to support Aurora PROS with construction oversight and administration. Aurora PROS has extensive experience completing park and trail improvements and the Conservancy's Project Manager and Chief Operating Officer have extensive experience overseeing construction projects in other capacities.

The Conservancy will also be responsible for the development of interpretive sign content as well as the fabrication and installation of interpretive signs. The Conservancy has engaged a consultant team to complete a Canal-wide Interpretive Plan and this team will develop interpretive signage for this site within this Canal-wide effort.

Question 6*

Summarize any efforts to obtain public input, disseminate information to the public, develop partnerships, and garner community support for this project. List the stakeholders that are involved. Discuss any known or anticipated opposition to this project and how this will be addressed. *Include letters, petitions, news articles, or other documents evidencing opposition in the Attachments section.*

The development of The Plan for the High Line Canal included engagement with over 5,000 residents across the region, providing far-reaching input about ways to enhance the Canal. Aurora PROS partnered with Arapahoe County Open Spaces and the High Line Canal Conservancy to develop both the Community Vision Plan and The Plan. Improved access to the Canal as one of the most important themes in The Plan and the Northeast reaches of the Canal highly prioritized activation and amenities.
Since 2019, the Conservancy piloted a collaborative and community-centered approach to engagement that, in recent years, has been replicated across the Northeast to cultivate meaningful involvement of local youth and their families, community leaders, and partner organizations that represent the diverse populations of the Northeast. Deep community engagement through the community-centered design approach ensures that all communities along the Canal engage in and co-lead the design of trail enhancements by establishing a community feedback structure that cultivates local leadership and decision-making.
Public engagement for the Laredo Elementary site improvements has occurred at two scales: a comprehensive effort across the northeast reach of the High Line Canal and site-specific engagement tied to the Laredo Highline neighborhood.
Overall Engagement
Outreach efforts for the Conservancy's GOCO-funded north Aurora initiative have reached over 55,000 people via postcards, social media, newsletters, and other channels. Formal feedback was received from more than 770 individuals through surveys and polls, and 305 people were engaged in person at community events. A wide range of inclusive tactics were used to gather feedback and build support, including:

- Community events such as public walks, nature play days, pop-ups, and ice cream socials
- Tabling along the Canal trail and at community events
- Surveys (physical and digital)
- On-trail signage linking to survey questions
- Public input walks
- Neighborhood canvassing and flyering
- Postcard mailings
- Guidance from the Northeast Advisory Committee

Partners have included local schools (specifically, Laredo Elementary School), libraries, rec centers, and places of worship, as well as organizations including Environmental Learning for Kids, Girl Trek, Groundwork Denver, Metro Denver Nature Alliance, Outdoor Afro, Promotores Verdes, Sand Creek Greenway, Spirit of the Sun, YES Coalition, and Mile High Youth Corps.

Feedback showed significant support for Canal improvements, especially for shade, seating, and safer access—top priorities in the Laredo Highline neighborhood.

Laredo Elementary Site-Specific Engagement
Engagement around the Laredo Elementary Site Improvements has been extensive and sustained across multiple years, deepening relationships with the school community, neighborhood families, and educators while ensuring that the design reflects community priorities. This site represents one of the most impactful opportunities for connecting young people and families to the Canal through both physical improvements and long-term engagement. Highlights off engagement efforts since 2019 are listed below:

- In 2019, the Conservancy partnered with the Aurora Nature Center, a local artist, and the library to host a family-friendly event featuring a "story walk" along the Canal near Laredo Elementary.
- Conservancy staff tabled at parent-teacher conference nights, holding direct conversations with teachers and staff about how they use the trail with students.
- Hosted the Laredo Highline Public Input Walk, where families and neighbors shared priorities specific to the Laredo site.
- Held well-attended ice cream socials at the school to gather informal input and raise awareness about the Canal improvements.
- Parent meetings and one-on-one conversations with school leadership provided input on access and safety priorities.
- The Conservancy now serves on the Aurora Public Schools Design Advisory Group for Laredo's upcoming school redevelopment, ensuring the Canal and open space improvements align with school plans.
- In 2025, NE Committee members engaged with 3rd and 4th graders to contribute to a nearby art project along the Canal.

This consistent, multi-year engagement effort—combined with deep partnerships with school staff—has generated strong enthusiasm and ownership among stakeholders. The design reflects input from both families and educators, with no known opposition to the proposed improvements.

Question 7*

How much of your planned cash match is secured? If applicable, what are your plans for raising additional funds? Describe cash and in-kind match partnerships established for the project. Explain if partnerships were not possible or necessary for this project. *Include partner support letters in the Attachments section and include match from partners on the Budget Forms. Joint Project recipients are responsible for project cost overruns.*

All matching funds have been secured from the Conservancy's GOCO grant, including construction funding, interpretive signage design, fabrication and installation as well as funding for contracted construction oversight and construction administration. The Conservancy's GOCO grant will also support Conservancy staff time and project management being contributed to the project in-kind. The Conservancy has also invested significant funds raised from a private foundation in staff time to manage the design and community engagement process as well as design costs associated with advancing the designs to 95%.

Question 8*

Describe any scenic, historic, or cultural values associated with the project site. Will they be preserved or restored? Discuss specific natural resources at the site (including habitat, water, wildlife, and vegetation) and impacts to these resources as a result of this project. If applicable, discuss environmental sustainability benefits of this project (such as energy or water conservation, water quality improvement, etc.).

The High Line Canal has significant historic value as a remnant of Aurora's agricultural heritage. The project will preserve the historic High Line Canal channel while providing opportunities to educate the local community about the Canal's history and its importance to the growth of Aurora. The Canal also forms important habitat for wildlife and vegetation, providing a green spine for animals to move throughout the city. Natural resource restoration will enhance habitat for birds, insects, and small mammals while installation of a side path will limit the disruption of vegetation in the Canal channel.

Question 9*

Discuss ownership and legal access at the proposed project site. Detail any third-party rights, easements, or other encumbrances that exist.

Arapahoe County owns this portion of the High Line Canal and, jointly with Denver Water, will need to license these improvements. Maintenance of the trail corridor will be performed by Aurora PROS through a recreational lease agreement. PROS has also committed to maintenance of the new improvements through a funding agreement with the Conservancy. Access to the site will be coordinated with Arapahoe County and Denver Water.

Question 10*

Describe long-term plans for maintaining the project. Who will be responsible for maintenance? Estimate annual costs to maintain the site, and explain how maintaining this project site affects your agency's budget.

Aurora PROS will be responsible for maintenance of the site improvements and the Conservancy will be responsible for maintaining signage and benches. The site improvements maintenance cost will be considered and included in the annual operating budget. The Conservancy estimates that bench and sign maintenance will cost approximately $200 per year for inspection and graffiti removal. These signs are a part of a significant sign package being installed across the Canal and represent a small percentage of the overall sign package implementation.

Question 11*

If applicable, describe how this project will address inclusivity per Americans with Disabilities Act guidelines.

Aurora PROS is committed to universal design and ensuring that site improvements are inclusive of people of all abilities. The High Line Canal can be a great resource for people of varied abilities, as the trail has very little slope and the concrete path provides a high level of accessibility. Additional site amenities, such as natural elements, signage, neighborhood access, and seating will all be inclusive and compliant with ADA guidelines.

Question 12*

If successful in obtaining Joint Project funding, how will the agency use this project to inform citizens about the value of the Arapahoe County Open Space Sales and Use Tax? Discuss plans for public outreach, signage, celebration, dedication, etc. *You are required to inform the County of any press about the project and any related events (ribbon cutting ceremonies, etc.). Additionally, acknowledgement of County support must be included in any press about the project.*

This project will acknowledge the value of the Arapahoe County Open Space Sales and Use Tax in several ways and highlight the County's key role as the owner of the Canal. All outreach and engagement materials will recognize Aurora PROS, Arapahoe County Open Spaces, and the High Line Canal Conservancy. Temporary signage promoting improvements in the neighborhood will recognize all three partners and permanent signage installed along the Canal as part of the project will similarly include logos for all three partners. A ribbon cutting ceremony will be held upon completion of the project and Arapahoe County Open Spaces will have the opportunity to play a central role in the event.

Attachments

Attachment 1: Evidence of Support from Highest Authority*

Please attach evidence of support from the agency's highest authority (official letter or resolution) as a PDF document. At a minimum, this document must include: project title, amount of grant funds requested, statement that matching funds are secured and/or efforts to secure funds are underway (include the amount of matching funds committed), and certification that the project will be open to the public or serve a public purpose upon completion. *A sample resolution is available on the Open Space website.*

Please name your file as follows: *Applicant_SupportfromHighestAuthority.pdf*

SIGNED Laredo_Applicant_SupportHighestAuthority.pdf

Attachment 2: Evidence of Community Support

Please attach letters of support from users, working groups, community members, volunteers, schools, etc. (maximum of 5) as a single PDF document. Letters should be dated within the last 6 months.

Please name your file as follows: *Applicant_CommunitySupport.pdf*

Aurora PROS Laredo_CommunitySupport.pdf

Attachment 3: Documentation of Opposition

Please attach documentation of opposition as a single PDF document. If there is no known opposition to this project, please attach a page stating that this section is not applicable.

Please name your file as follows: *Applicant_Opposition.pdf*

Aurora PROS Laredo Opposition.pdf

Attachment 4: Evidence of Commitment from Project Partners

Please attach evidence of commitment from project partners (such as partner support letters or commitment to provide cash/in-kind match) as a single PDF document. There is no maximum allowable number of partner support letters. If there are no partners for this project, please attach a page stating that this section is not applicable.

Please name your file as follows: *Applicant_PartnerCommitments.pdf*

Aurora PROS Laredo_Partner Support.docx.pdf

Attachment 5: Primary Project Photo*

Please attach one high resolution photo in JPG format. Please choose the photo that provides the best overall representation of your project. This photo will be used for presentations and/or publications.

Please name your file as follows: *Applicant_PrimaryPhoto.jpg*

Aurora PROS Laredo Photo.pdf

Attachment 6: Photos

Please attach photos of existing conditions at the project site (including captions) as a single PDF document. Include conceptual drawings if applicable.

Please name your file as follows: *Applicant_Photos.pdf*

Aurora PROS Laredo photos.pdf

Attachment 7: Maps*

Please attach a site map and a vicinity map as a single PDF document.

Please name your file as follows: *Applicant_Maps.pdf*

Aurora PROS Laredo maps.pdf

Attachment 8: Other Attachments

Please attach additional supporting documentation (news article, cost estimate, appraisal, title commitment, etc.) as a single PDF document.

Please name your file as follows: *Applicant_OtherAttachments.pdf*

Laredo_Engagement Summary_2023-2024.pdf

Confirmation

Please click the "I Agree" button below to certify that your application is complete and ready to submit. Once submitted, applications are final and cannot be returned.*

I agree

File Attachment Summary

Applicant File Uploads

- SIGNED Laredo_Certification and Authorized Signature Form.pdf
- Aurora PROS Laredo Timeline Form.pdf
- AuroraPROS Laredo BudgetForm.pdf
- SIGNED Laredo_Applicant_SupportHighestAuthority.pdf
- Aurora PROS Laredo_CommunitySupport.pdf
- Aurora PROS Laredo Opposition.pdf
- Aurora PROS Laredo_Partner Support.docx.pdf
- Aurora PROS Laredo Photo.pdf
- Aurora PROS Laredo photos.pdf
- Aurora PROS Laredo maps.pdf
- Laredo_Engagement Summary_2023-2024.pdf

ARAPAHOE COUNTY
OPEN SPACES

Certification and Authorized Signature Form

Please attach this form to grant and joint project applications submitted through the Arapahoe County Open Spaces Online Grant Portal.

By signing this form, I certify that:

- **The information included in this application is true to the best of my knowledge.**
- **If funded, the applicant commits to completing the proposed project.**
- **If funded, the applicant accepts responsibility for any cost overruns necessary to complete the project.**
- **If funded, the completed project will be open to the public or will otherwise serve a public purpose.**
- **If funded, the applicant agrees to maintain the completed project site or to continue its maintenance agreement with a partner agency as outlined in the application.**
- **I am authorized to sign on behalf of the applicant.**

Jason Batchelor

Authorized Signature (highest authority in agency or authorized individual)

11/05/2025
Date

Jason Batchelor, City Manager, City of Aurora, CO
Printed Name and Title

Laredo Elementary Outdoor Classroom & Crossing
Grant Project or Joint Project Name

Applicant: _____City of Aurora_____ Project Title: _Laredo Outdoor Classroom and Crossing

ARAPAHOE COUNTY OPEN SPACES

Joint Project Timeline Form

Use the sample timeline below as a guide to complete your proposed project timeline. Rows or columns may be added as necessary to include any milestones specific to your project. Timeline must be detailed, realistic, and coincide with details provided in the narrative portion of the grant application. Timeline must conclude within two years of project start date.

Task	2026											2027					
	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J
Grant Award Notification	■																
IGA Executed/Project Start Date		■															
Project Bid Award(s)			■	■													
Construction					■	■	■	■	■	■	■	■	■	■	■	■	
Grand Opening																	■
Final Report																	■

Updated 6.22.2020

Summary Budget Form - STANDARD Grants (25% minimum cash match)

Source of Funds	Date Funds Secured	Grant Request	Cash Match	Total Project Funds
Arapahoe County Open Spaces Grant		$270,000		**$270,000**
Applicant Cash Match	4/14/2025		$133,000	**$133,000**
High Line Canal Conservancy Partner Match	3/15/2024		$137,000	**$137,000**
Totals		***$270,000***	***$270,000***	**$540,000**

MATCH REQUIREMENTS

Total Project Cost:	**$540,000.00**
Cash Match % Required:	**50%**
Required Cash Match Amount	**$270,000.00**
Project Cash Match Budgeted:	**$270,000.00**

Minimum Met? Y or N

Applicant: Aurora Parks, Recreation and Open Space

Project Title: Laredo Elementary Outdoor Classroom & Crossing

** Please do not include in-kind match on the Budget Forms. Describe in-kind match in the budget narrative and project narrative.*

DETAILED EXPENSE WORKSHEET

	Budget Category	Line Item Detail Description	ACOS Grant	Grantee Cash Match	Partner Cash Match	TOTAL
	Design	Design of Site Improvements			$45,000.00	$45,000.00
	Construction Admin	Construction Oversight and Administration			$16,000.00	$16,000.00
	Infrastructure	Construction of Site Improvements	$270,000.00	$133,000.00		$403,000.00
	Design	Design of Interpretive Features			$16,000.00	$16,000.00
	Infrastructure	Fabrication and Installation of Interpretive Features			$60,000.00	$60,000.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
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						$0.00
						$0.00
						$0.00
TOTALS			**$270,000.00**	**$133,000.00**	**$137,000.00**	**$540,000.00**

Applicant: Aurora Parks, Recreation and Open Space **Project Title: Laredo Elementary Outdoor Classroom & Crossing** **Date: 5/12/25**

15151 E. Alameda Parkway
Aurora, Colorado 80012

November 5, 2025

Arapahoe County Open Spaces
Open Space and Trails Advisory Board
6934 S Lima St, Unit A
Centennial, CO 80112

Re: Joint Project Grant Application 2025

Dear Arapahoe County Open Spaces and OSTAB Members:

Please accept this letter of commitment on behalf of the City of Aurora for support of the Laredo Elementary Outdoor Classroom & Crossing joint project grant application. This project will replace a non-accessible Canal crossing from Memphis St., create an amenity side trail and shaded outdoor classroom with interpretive signage as a space for Laredo Elementary students as well as trail users to learn about the history of the Canal and the environment, with enhanced native plantings throughout.

Aurora is requesting $270,000 in grant funds from the Arapahoe County Open Space Tax program. The City has a secured cash match of $133,000 comprised of Great Outdoor Colorado Centennial grant funds in partnership with the High Line Canal Conservancy who have also brought $137,000 in funding. The City will be responsible for any cost overruns. Maintenance and care of the facility will be managed as part of our ongoing maintenance budget.

If awarded, an intergovernmental agreement between the City of Aurora and Arapahoe County will be required along with a city council resolution. Grant reports will be authorized by the Director of Parks, Recreation and Open Space.

By approving this grant application for $270,000, the Arapahoe County Open Space and Trails Advisory Board will contribute to the enhanced trail access and amenity area. The trail is currently and will remain open to the public. Thank you for your on-going support of our parks, open space and trail system.

Sincerely,

Jason Batchelor
City Manager

May 13, 2025

Arapahoe County Open Spaces
6934 S Lima St.
Centennial, CO 80112

RE: Joint Project Grant Support for High Line Canal Projects in North Aurora

Dear Arapahoe County Open Spaces,

On behalf of the High Line Canal Northeast Community Committee, we are writing in strong support of the joint project grant applications submitted by the High Line Canal Conservancy and the City of Aurora for the Granby Ditch Overlook, Laredo Elementary Outdoor Classroom, and Triple Creek Trailhead Site Improvements.

Our committee represents over 15 neighborhoods in Northeast Denver, Aurora, and unincorporated Arapahoe County. Formed in 2022, we serve as a trusted bridge between the High Line Canal Conservancy and our communities—ensuring that trail improvements are shaped by local voices and benefit those historically underrepresented in outdoor spaces. These three projects are direct results of an inclusive, community-centered design process. As members of the committee, we've played an active role in shaping the priorities and designs for these sites. Each project reflects our collective vision to activate the Canal as a safe, healthy, and accessible green space for our youth, families, and elders:

- Granby Ditch Overlook will transform a part of the trail into a natural refuge with interpretive signage, natural seating, and plantings.
- Laredo Elementary Outdoor Classroom will connect students and neighbors to the Canal through a shade structure, safe crossings, and meaningful educational opportunities.
- Triple Creek Trailhead Site Improvements will deliver long-awaited enhancements to a key regional access point, including natural elements, bike skills features, and interpretation.

Together, these projects address the priorities we've consistently elevated: safe access, ecological restoration, cultural interpretation, and joyful use of the Canal for all. They advance equity in public space and demonstrate how public-private partnerships can meet the needs of communities who have been historically underserved.

We are grateful for Arapahoe County Open Spaces' past support and urge you to invest in these community-backed projects. They will deliver visible, lasting impact for the neighborhoods we call home.

Sincerely,

The High Line Canal Northeast Community Committee

Leslie Brown
Calvin Ann Evans
Nelson Holland
Debi Hunter Holen
Cynthia Armendáriz-Maxwell
Laura Morales
Adolfo Romero
Vanessa Salinas

May 15, 2025
Arapahoe County Open Spaces
6934 S Lima St.
Centennial, CO 80112

RE: Letter of Support for Laredo Elementary Outdoor Classroom Project

Dear Arapahoe County Open Spaces,

I am writing to express my full support for the proposed improvements along the High Line Canal adjacent to our campus, specifically the creation of an outdoor classroom and trail access improvements as part of the Laredo Elementary Site Improvements Project.

Our school is preparing for a long-anticipated renovation that will significantly enhance our facilities and educational environment. As we reimagine our physical campus, we are equally committed to embracing the incredible natural resource that exists just beyond our playground—the High Line Canal. The opportunity to connect our students more directly and safely to this unique green space is transformative.

The proposed outdoor classroom, shade structure, improved trail access, and interpretive signage are more than just amenities. They represent a powerful extension of our learning environment. We envision our students using the outdoor classroom for science and environmental studies, reading, and physical activity. The improvements will also create safer, more engaging routes to school for students who walk or bike. These enhancements align with our mission to support the whole child—academically, socially, and emotionally.

The High Line Canal Conservancy has engaged our school community in meaningful conversations about how these improvements can best serve our students and families. We are proud to be a partner in this work and excited to see the plans moving toward implementation.

We strongly urge your support of this timely and essential project. The trail improvements will be a lasting investment in our students, our community, and the future of public education connected to the outdoors.

Sincerely,

Jennie Todd

Laredo Elementary School

July 14, 2025
Arapahoe County Open Spaces
6934 S Lima St.
Centennial, CO 80112

RE: Letter of Support for High Line Canal Projects in North Aurora

Dear Grant Committee,

I have lived in Aurora for twenty-five years and it was just last year (2024) that I learned about an amazing trail right in my back yard! Through the nonprofit, GirlTrek that centers the health and wellness of Black women, I committed to walking the whole 71 mile trail that is the High Line Canal. This was done in fifteen segments, once per week. Despite being in pain with a retorn ACL, I joined the challenge! We started in April and finished in September.

That experience was not only transformational, it helped me save my life! The segments fed my mind, body and soul! I had already endeavored to make 2024 the year of change. I was overweight, not in the best shape (despite being an avid softball player), taking a few prescription medications, working through generational trauma, tired of being heavy, and determined to gain strength and forego ACL surgery again. The High Line Canal Trail was exactly what my body needed! By the time we finished, I had lost 25 pounds, my legs were stronger, and my mind was clearer! I became more motivated to go to the gym more often, I started weight training twice a week in February and by the time we finished, I was in the gym three times per week! I continued to lose fat and gain muscle. Now, I walk every chance I get and formed my own GirlTrek walking crew!

I want to support the High Line Canal in any way I can because I hope to share my life-changing experience with others who may need this type of therapeutic, empowering experience. I wish I had known about this beautiful trail before. I hope to make it known to more people.

Martha Lugo, M.A. (she/her/ella – Afro-Indigenous woman)

Bilingual ASSET Program Specialist II

Boulder County Family and Children Services

Member: Bargaining Committee – Boulder County Employees Union
Union Steward: Boulder County Employees Union

515 Coffman St.
Longmont, CO 80501

720-884-6402 (call/text)
mlugo@bouldercounty.org

HIGH LINE CANAL
CONSERVANCY

TO: Arapahoe County Open Spaces

FROM: High Line Canal Conservancy

DATE: November 10, 2025

SUBJECT: Letter of No Opposition – Laredo Outdoor Classroom and Crossing

The Laredo Outdoor Classroom and Crossing project is supported by the neighborhood and Laredo Elementary Community. Ongoing public outreach and engagement has occurred since 2019 to keep the community informed and invested in the goals of the site. The Conservancy has not received any known opposition, nor been apprised of any by Aurora PROS or other entities.

Sincerely,

Josh Phillips, Senior Director of Planning and Implementation
High Line Canal Conservancy

Documentation of Opposition

ARAPAHOE COUNTY
OPEN SPACES

4010 E Orchard Rd | Centennial, Colorado 80121 | 720.767.2452 highlinecanal.org

HIGH LINE CANAL CONSERVANCY

TO: Arapahoe County Open Spaces

FROM: High Line Canal Conservancy
Amy Daley, Chief Finance and Administrative Officer

DATE: November 11, 2025

SUBJECT: Support for the Laredo Outdoor Classroom and Crossing

The Conservancy is partnering with Aurora Parks, Recreation and Open Spaces (Aurora PROS) on design and construction of the Laredo Outdoor Classroom and Crossing. The Conservancy has secured $270,000 from Great Outdoors Colorado and private donations for the project as described in the joint project request. The Conservancy will spend $61,000 on project design and engineering to prepare documents for bidding. A funding agreement, signed by both parties, has been executed to transfer $193,000 to Aurora PROS for project construction. An additional $16,000 has been allocated for Construction Project Management.

The opportunity to further enhance the High Line Canal in North Aurora is an exciting opportunity for the Conservancy and Aurora PROS. We appreciate the consideration of Arapahoe County Open Spaces to support the implementation of this project.

Sincerely,

Amy Daley

Amy Daley, Chief Financial and Administrative Officer
High Line Canal Conservancy





Existing pedestrian bridge from neighborhood

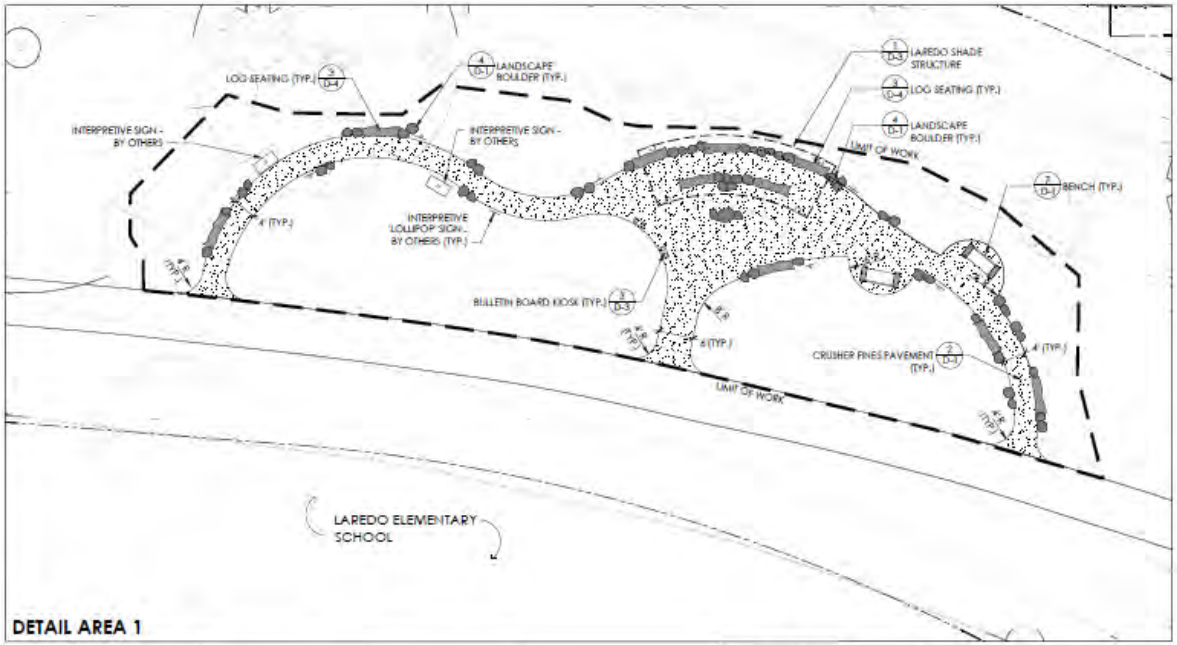


Outdoor classroom site

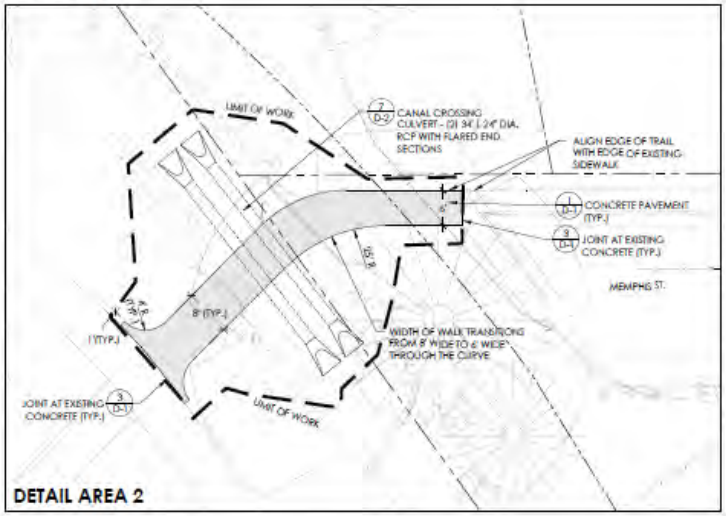




Outdoor Classroom Concept Plans



DETAIL AREA 1



DETAIL AREA 2

NORTH SCALE: 1" = 10'

LEGEND

CRUSHER FINES PAVEMENT

CONCRETE PAVEMENT

P#	DESCRIPTION	EASTING	NORTHING
P1	EDGE OF CRUSHER FINES AT POINT OF CURVATURE	50786.32	54289.29
P2	EDGE OF CRUSHER FINES AT POINT OF CURVATURE	50800.50	54248.75
P3	EDGE OF CRUSHER FINES AT POINT OF CURVATURE	50795.64	54227.83
P4	EDGE OF CRUSHER FINES AT POINT OF CURVATURE	50781.43	54213.10
P5	EDGE OF CRUSHER FINES AT POINT OF CURVATURE	50777.67	54207.85
P6	EDGE OF CRUSHER FINES AT POINT OF CURVATURE	50783.61	54203.44
P7	EDGE OF CRUSHER FINES AT POINT OF CURVATURE	50788.81	54181.39
P8	EDGE OF CRUSHER FINES AT POINT OF CURVATURE	50786.57	54169.66
P9	EDGE OF CRUSHER FINES AT POINT OF CURVATURE	50757.96	54148.27
P10	EDGE OF CRUSHER FINES AT POINT OF CURVATURE	50788.94	54163.39
P11	EDGE OF CRUSHER FINES AT POINT OF CURVATURE	50798.31	54179.00
P12	EDGE OF CRUSHER FINES AT POINT OF CURVATURE	50801.74	54223.66
P13	CENTER OF RADIUS	50788.32	54175.40
P14	CENTER OF RADIUS	50786.61	54160.41
P15	CENTER OF LAREDO SHADE STRUCTURE POST	50805.02	54186.12
P16	CENTER OF LAREDO SHADE STRUCTURE POST	50798.34	54212.65

CURVE DATA - DETAIL AREA 1

C#	DESCRIPTION	ARC LENGTH	RADIUS	TOTAL ANGLE
C1	CENTERLINE OF CRUSHER FINES PAVEMENT BETWEEN P1 & P2	50.36	26	111.41
C2	CENTERLINE OF CRUSHER FINES PAVEMENT BETWEEN P2 & P3	23	23	55.43
C3	CENTERLINE OF CRUSHER FINES PAVEMENT BETWEEN P3 & P4	24.52	12	117.09
C4	EDGE OF CRUSHER FINES PAVEMENT BETWEEN P6 & P7	25.04	50	28.70
C5	EDGE OF CRUSHER FINES PAVEMENT BETWEEN P9 & P10	25.22	32	45.15
C6	EDGE OF CRUSHER FINES PAVEMENT BETWEEN P10 & P11	16.55	80	11.85
C7	EDGE OF CRUSHER FINES PAVEMENT BETWEEN P11 & P12	47.87	38	72.18

POINT DATA - DETAIL AREA 2

P#	DESCRIPTION	EASTING	NORTHING
P17	CENTER OF CONCRETE PATH AT EXISTING CONCRETE PATH	50715.17	53978.48
P18	EDGE OF CONCRETE AT POINT OF CURVATURE	50721.55	53998.71
P19	EDGE OF CONCRETE AT POINT OF CURVATURE	50715.54	54013.42
P20	EDGE OF CONCRETE AT POINT OF CURVATURE	50699.24	54000.02
P21	CENTERLINE OF DRAINAGE PIPE AT FLARED END SECTION	50730.46	54025.85
P22	CENTERLINE OF DRAINAGE PIPE AT FLARED END SECTION	50727.34	54029.77
P23	CENTERLINE OF DRAINAGE PIPE AT FLARED END SECTION	50691.33	54001.15
P24	CENTERLINE OF DRAINAGE PIPE AT FLARED END SECTION	50694.45	53997.22

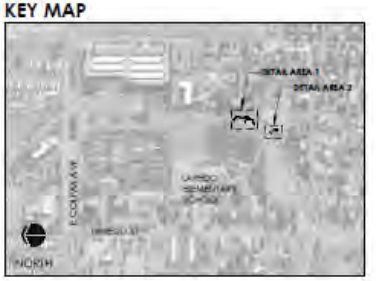
CURVE DATA - DETAIL AREA 2

C#	DESCRIPTION	ARC LENGTH	RADIUS	TOTAL ANGLE
C8	EDGE OF CONCRETE BETWEEN P18 & P19	16.80	21	48.47

NOTES:

1. STAKE IMPROVEMENTS FOR REVIEW BY OWNER'S REPRESENTATIVE PRIOR TO ANY CONSTRUCTION.
2. SEE STORMWATER MANAGEMENT PLANS FOR EROSION CONTROL MEASURES.
3. SEE GRADING AND DRAINAGE PLAN FOR DRAINAGE MATERIALS.
4. LOG SEATING, BOULDERS, AND SIGN LOCATIONS SHALL BE COORDINATED IN THE FIELD WITH THE OWNER'S REPRESENTATIVE.

KEY MAP



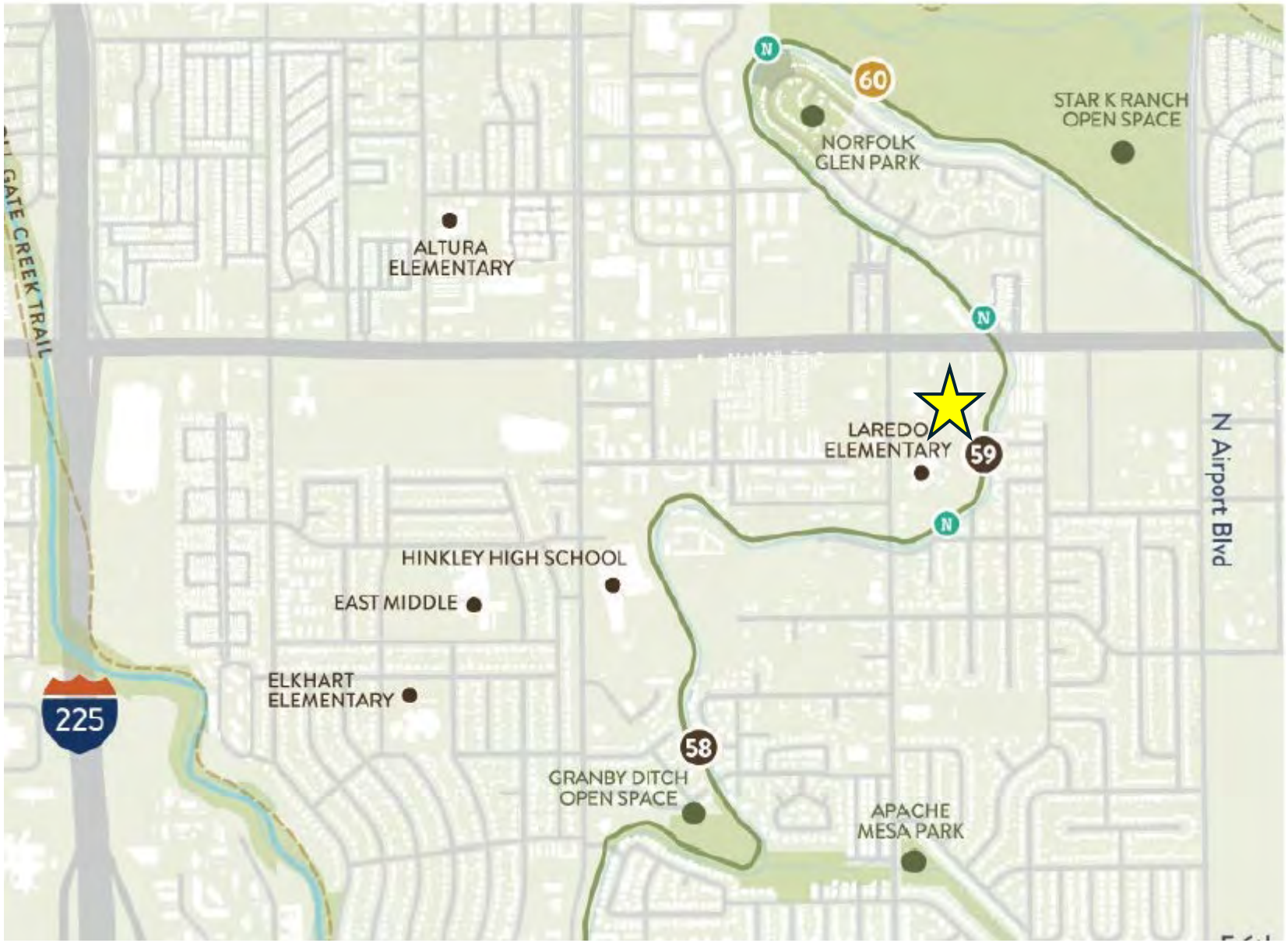
ARCHTERRA GROUP
881 south dahlia street
denver, colorado 80247
303.948.0766 fax 948.0977
www.archterragroup.com

SUBMITTALS

LAREDO ELEM. ACTIVATION AREA & CROSSING
LAYOUT AND MATERIALS PLAN
HIGH LINE CANAL - IMPROVEMENT AREA 5
HIGH LINE CANAL CONSERVANCY - AURORA, COLORADO

LE-2

SHEET 14



Laredo Outdoor Classroom and Crossing-Vicinity Map



Laredo Outdoor Classroom and Crossing Site Map

Speak Up for the Canal

High Line Canal Northeast Community Engagement, 2016 - 2024

HIGH LINE CANAL CONSERVANCY

ENGAGEMENT TIMELINE

- **2016** — Community Vision for the High Line Canal
- **2017** — Northeast Community Programming
- **2019** — Plan for the High Line Canal
- **2021** — Laredo Highline Canal Improvements
- **2022 - 2024** — Community-centered design

TOTAL REACH

1,500,000 reach through media & mailings

10,000 people engaged across the region

4,000+ youth engaged

1,500+ total surveys

100+ community input events

2022-2024 NORTH AURORA

FEEDBACK REACH

55,000+ total through mailings, social media, newsletters & more

770 formal feedback responses

305 people engaged at community events

WHAT ELSE WE HEARD

- Prioritize wayfinding signage
- More bathrooms and trash cans
- Maintenance of grass and vegetation along the trail
- Trees are desired for shade
- Safer trail access and connectivity needed at Colfax Ave. intersections & Airport Blvd.
- Improved crossings needed at most access points
- Concerns about personal safety & use of Canal for camping
- Prevent unauthorized vehicles on the trail
- Excitement for new and improved neighborhood access points

KEY TAKEAWAYS

NATURE + NATURAL ENVIRONMENT

Water

Natural Vegetation/ Habitat/Plants & Trees



"Maintain the natural setting with cottonwoods and the wildlife corridor!"

SAFETY + CONNECTIVITY

"I feel safe when the trail is far from any stress and I know my kids can run free. And I don't feel safe when the trail comes to a street and there are not stop signs or pedestrian light that makes it safe for us to cross."

Access + Parking

RECREATIONAL + EDUCATIONAL OPPORTUNITIES

Signage

Gathering Spaces

Play Areas

"I know that there are a few areas where the school uses the High Line Canal and the property around it for education and for kids to be able to get outside and play."

ACCESS, AWARENESS + ACCESSIBILITY



Shade

Benches + Seating

Signage

Access

Parking

Restrooms

"A big reason that I love the trail is because in most places that I've been on the trail there is a dirt or crusher-fined jogging path next to the paved path. So wherever the trail is going to be built out in the future, or wherever that enhancement could be made, to continue having both a paved and a dirt or gravel surface would be awesome."

STEWARDSHIP + MAINTENANCE

"More community cleanups and trash pickups."

Natural Vegetation/ Habitat/Plants & Trees

Water



CITY OF AURORA
Council Agenda Commentary

Item Title: Intergovernmental Agreement (IGA) with Arapahoe County Open Spaces for the Use of Joint Project Funds in the Amount of $95,000 for Granby Ditch Open Space and Overlook (Resolution)
Item Initiator: Nicole Ankeney- Manager of Planning, Design, & Construction
Staff Source/Legal Source: Nicole Ankeney- Manager of Planning, Design, & Construction /Kimberly Skaggs, Senior Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Healthy: Connecting natural and built environments with multimodal networks, ensuring access to parks and recreation, and preserving sustainable water supplies.

COUNCIL MEETING DATES:

Study Session: 3/23/2026

Regular Meeting: 4/6/2026

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Nicole Ankeney, Manager of Planning, Design, and Construction, Parks, Recreation and Open Space / Kimberly Skaggs, Senior Assistant City Attorney
Estimated time: 10 mins

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Parks, Foundations & Quality of Life

Policy Committee Date: 2/26/2026

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☐ Minutes Attached

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

R2023-130 – Resolution supporting a grant application by the High Line Canal Conservancy from the State Board of the Great Outdoors Colorado Trust Fund for Several Proposed Projects

2023-10.26 – PFQL Policy Committee
2023-11.06 – Study Session
2023-11.13 – Regular Session

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

The High Line Canal is a 71-mile long greenway which passes through Aurora for about 15 miles. The canal corridor is a regionally- and locally-significant environmental and recreational resource. PROS has been a long-standing supporter of the canal, providing stewardship services and advocating for its preservation and improvement as an asset to the city.

The canal, which is owned by Arapahoe County, was acquired from Denver Water in 2024. The acquisition by the County was the culmination of years of planning that was led by the County and the High Line Canal Conservancy. The Conservancy is a non-profit organization with a mission to protect, preserve, and enhance the canal in partnership with local communities and the public.

PROS participated in the preparation of The Plan for the High Line Canal, which was completed in 2019 as the master plan for the future of the canal. PROS and the Conservancy are collaborating to achieve the vision of the plan by undertaking improvement projects. The Granby Ditch Open Space and Overlook is one of those projects.

In April 2025, PROS and the Conservancy entered into an agreement (attached) that spells out roles and responsibilities for carrying out the project. The agreement was executed with underlying support from elected officials:

- The City entered into a Memorandum of Understanding Regarding the Canal Collaborative (attached) in 2021, which formalized the partnership with the Conservancy.
- City Council passed Resolution No. 2023-130 (attached) supporting a Great Outdoors Colorado (GOCO) grant application submitted by the Conservancy. The subsequent grant funding that was awarded is covering, in part, the cost of this project.

GOCO grant funding and monies raised by a Conservancy capital campaign will cover 50% of the estimated cost of the Granby Ditch Open Space and Overlook. In December 2025, PROS submitted a funding request to Arapahoe County Open Spaces to cover the other 50% of project costs.

The Arapahoe County Board of County Commissioners approved the funding request on February 17, 2026, awarding open space program funds in the amount of $95,000, subject to the execution of an Intergovernmental Agreement (IGA) between the County and the City. The attached IGA will solidify the funding arrangement.

STAFF RECOMMENDS APPROVING AN IGA WITH ARAPAHOE COUNTY. This will allow use of Joint Project funds to undertake the Granby Open Space and Overlook improvements, which will enhance the canal for trail users and nearby residents.

FISCAL IMPACT

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

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

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

Revenue: Arapahoe County Open Spaces Joint Project grant funding: $95,000
Revenue: High Line Canal Conservancy funding: $95,000

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

N/A – Matching funds in the amount of $95,000 to be provided by the High Line Canal Conservancy as a grant to the city for partnering with the organization to enhance the High Line Canal. The total project budget is $190,000. PROS will manage the project in coordination with the Conservancy.

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

N/A

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

N/A

QUESTIONS FOR COUNCIL

Does the City Council support the Resolution expressing approval of the Intergovernmental Agreement between the city of Aurora, Colorado, and Arapahoe County for the Granby Ditch Open Space and Overlook using Arapahoe County Open Space program funds?

LEGAL COMMENTS

Governmental entities may cooperate with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units only if such cooperation is authorized by each party with the approval of its legislative body or other authority having the power to approve. (Colo. Const. art. 14, sec. 18(2)(a) and C.R.S. § 29-1-203(1)) City Council may, by resolution, enter into agreements with other governmental units or special districts for the joint use of buildings, equipment or facilities, and for furnishing or receiving commodities or services. (City Charter, art. X, sec. 10-12) Upon authorization by a majority vote of the members of City Council voting thereon, the Mayor shall execute all intergovernmental agreements to which the City is a party. (City Code § 2-31(b)(2)) (KSkaggs)

Intergovernmental Agreement (IGA)
Granby Ditch Open Space and Overlook

Parks, Foundations
& Quality of Life
Policy Committee

February 26, 2026

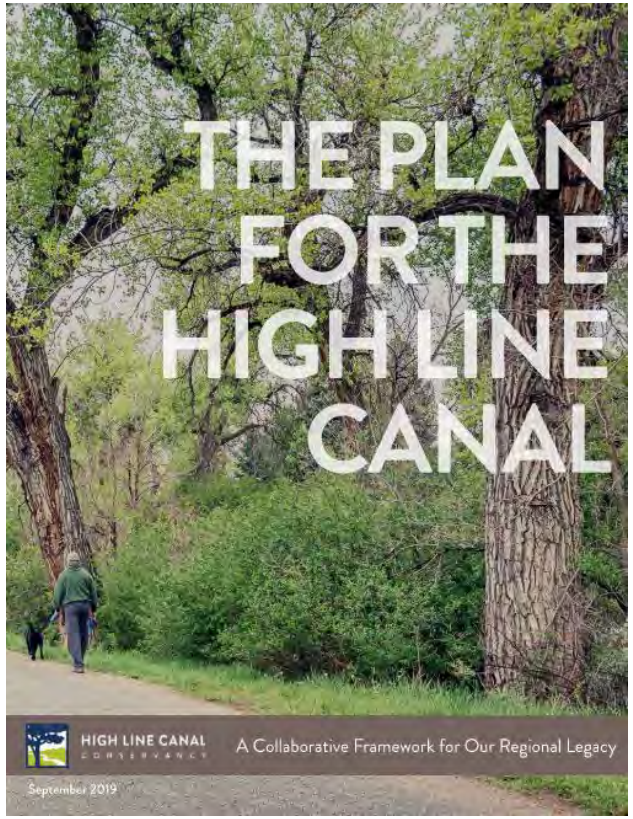
Curtis Bish
Principal Planner

The High Line Canal in Aurora



- The High Line Canal is 71 miles long with about 15 miles which pass through Aurora.
- The canal corridor is a significant greenway both locally and regionally.
- The canal is an environmental and recreational asset to the city.
- PROS has been a long-standing supporter of the canal and is partnering with the High Line Canal Conservancy to undertake projects to enhance it.
- The Granby Ditch Open Space and Overlook located near mile 58 of the canal is one of those projects.

High Line Canal Conservancy Partnership



- The Conservancy is a non-profit organization focused on protecting, preserving, and enhancing the canal.
- PROS participated in the preparation of the master plan for the canal, which was completed in 2019.
- Achieving the vision of the plan requires collaboration.
- Aurora signed a MOU with the Conservancy in 2021 to formalize a partnership for plan implementation.
- Council passed a resolution in 2023 supporting a grant application to secure funding for implementation.
- In 2025 PROS entered into an agreement to help carry out projects using funding secured by the Conservancy.

Granby Ditch Open Space and Overlook



- Granby Ditch Open Space is named after a drainageway that intersects the High Line Canal.
- The site is located east of Chambers Road and north of 6th Avenue.



Planned Improvements

Improvements include:

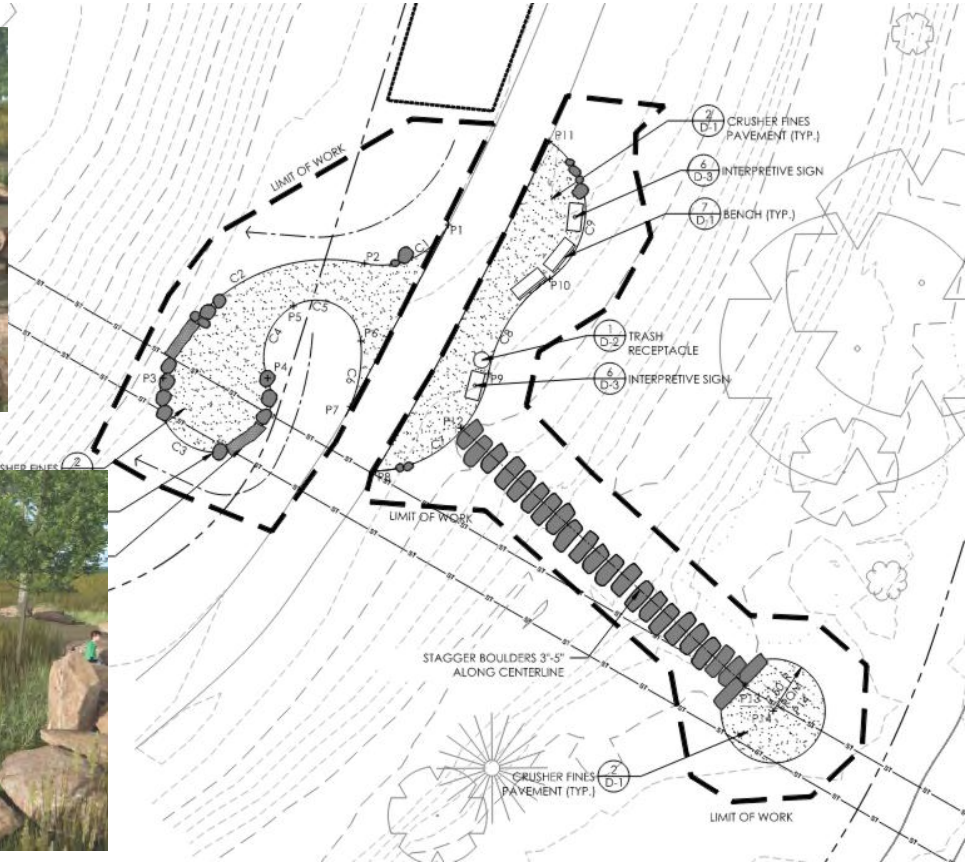
- Landscape plantings
- Interpretive signage
- Seating (benches and logs)
- Trash receptacle
- Boulder canal crossing
- Overlook

Construction Timeline:

- June 2026 – May 2027







Budget and Funding

Budget:

$95,000 **Arapahoe County**

$95,000 **High Line Canal Conservancy** (GOCO grant and private donations serve as the required match)

$190,000 **Total**

- In December 2025, PROS submitted a request to Arapahoe County Open Spaces for Joint Project funding to cover 50% of project costs.
- On February 17, 2026, the Arapahoe County Board of County Commissioners approved the request.
- Funding approval is subject to the execution of an Intergovernmental Agreement (IGA) between the County and the City.

Question for Council

Do the Committee members wish to approve an IGA with Arapahoe County for the use of joint project funds in the amount of $95,000 for Granby Ditch Open Space and Overlook, moving the item forward to the next Study Session?





QUESTIONS?



RESOLUTION NO. R2026- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO, AND ARAPAHOE COUNTY FOR THE GRANBY DITCH OPEN SPACE AND OVERLOOK USING ARAPAHOE COUNTY OPEN SPACE PROGRAM FUNDS

WHEREAS, on November 2, 2021, the voters of Arapahoe County ("the County") permanently reauthorized, until repeal, a countywide sales and use tax to be deposited in the County Open Space Fund to be used for specified open space purposes as set forth in County Resolution No. 21-263 ("Open Space Resolution"); and

WHEREAS, the Open Space Resolution authorizes the County to expend a portion of the tax funds for joint projects between counties and municipalities, special districts with a recreational component, recreation districts, and other governmental entities in the County for purposes consistent with the Open Space Resolution; and

WHEREAS, eligible joint projects include acquisitions of land, other real property interests, and water rights, as well as the improvement, restoration, and protection of open space lands, as more fully set forth in the Open Space Resolution; and

WHEREAS, on February 17, 2026, the County approved by resolution the use of Open Space Acquisition and Trail Development funds for the Granby Ditch Open Space and Overlook ("Project"), which is an eligible use of funds under the Open Space Resolution, subject to the execution of an intergovernmental agreement; and

WHEREAS, pursuant to the Intergovernmental Agreement, the County agrees to pay up to 50% of the total cost for the Project, which is not to exceed $95,000, using Arapahoe County Open Space Funds; and

WHEREAS, pursuant to the Intergovernmental Agreement, the County's contribution to the Project is contingent upon the City of Aurora, Colorado, contributing the remaining 50% share of the total Project cost; and

WHEREAS, the City of Aurora will use existing grant funding from the High Line Canal Conservancy to fund its 50% share of the total Project cost; and

WHEREAS, Aurora City Code Section 2-31 provides that upon authorization by a majority vote of the members of council voting thereon the Mayor shall execute all intergovernmental agreements to which the City is a party.

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

Section 1. The Intergovernmental Agreement between the City of Aurora, Colorado, and Arapahoe County for the Granby Ditch Open Space and Overlook using Arapahoe County Open Space Program Funds, which is attached to this Resolution, is hereby approved.

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

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

RESOLVED AND PASSED this _____ day of _____, 2026.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: _____
KIMBERLY SKAGGS, Assistant City Attorney

AGREEMENT
BETWEEN THE HIGH LINE CANAL CONSERVANCY AND THE CITY OF AURORA, COLORADO, BY AND THROUGH ITS PARKS, RECREATION AND OPEN SPACE DEPARTMENT MAKING A COMMITMENT TO HELP PRESERVE, PROTECT, AND ENHANCE THE HIGH LINE CANAL

THIS AGREEMENT ("Agreement") is made and entered into by and among the City of Aurora, Colorado, a municipality and political subdivision of the State of Colorado, on behalf of its Parks, Recreation and Open Space Division ("Aurora"), and the High Line Canal Conservancy, a Colorado non-profit corporation ("Conservancy"). Referred to jointly as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, the Conservancy has been partnered with Aurora for ten years in a collaboration to preserve, protect and enhance the High Line Canal ("Canal") in partnership with the public; and

WHEREAS, as the Conservancy makes substantial progress raising funds through a capital campaign, including a grant from Great Outdoors Colorado ("GOCO"), a funding agreement is required to formalize the commitment to the projects described in the Agreement; and

WHEREFORE, Aurora, by executing this Agreement commits to collaborate and partner with the Conservancy to help preserve, protect and enhance the Canal.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties covenant and agree as follows:

AGREEMENT

1. RECITALS. The recitals above are incorporated as though fully set forth in this Agreement.

2. COMMITMENTS. The Conservancy seeks a commitment from Aurora to review design and construction documents as projects progress, to accept funds from the Conservancy and jointly pursue funding from County open space programs, subject to annual appropriations, and to maintain these new assets once they are constructed on the Canal. Aurora will maintain improvements for the useful life of the improvements, subject to annual appropriation. The Conservancy also seeks to formalize its commitment to install and maintain signs, benches, and temporary furnishings along the Canal. None of the commitments in the Agreement shall constitute a multiple fiscal year obligation of Aurora within the meaning of Article X, Section 20 of the Colorado Constitution.

3. FUNDING. The Conservancy agrees to provide a grant of $2,070,000 to Aurora to be used for the Canal projects described below and in the attached exhibits. The funding details are illustrated in **Table A** below.

4. PROJECT LIST. The projects included in this Agreement are listed below. All projects are subject to review and approval by Aurora.

A. NORTH AURORA.

(1) Gateway to the Northeast - (Colfax to I-70)
17th Ave. crossing and access point.

(2) Linear Park Loop - (Star K Ranch to Triple Creek)
Star K Ranch activation area
Triple Creek Trailhead, plans had previously been completed and bid by Aurora.

(3) Laredo Highline Neighborhood - (6th Ave. to E. Colfax Ave.)
Granby Ditch activation area
8th Ave. access point
12th Ave. street crossing and access point
Laredo Elementary activation area and crossing

B. CENTRAL AURORA

(1) Lyn Knoll/Highline Villages Neighborhoods - (Alameda Ave. to Potomac Street)
Improvements to be designed in 2025

(2) Canal-Wide Furnishings
The Conservancy will manage installation and maintenance of benches, signage and temporary furnishings.

5. PROJECT BUDGETS

The Conservancy has assembled funding from GOCO, private donors, and Adams County Open Space ("ACOS"). The City of Aurora will be contributing $75,000.

In addition to the funding outlined in this agreement, funds will be requested through Arapahoe County Joint Project Requests and the Conservancy is prepared to support these grant applications. The Conservancy will fund the design for these projects with the goal of moving the remaining funding to Aurora for construction. The budgets in Table A below were included in the Conservancy's GOCO grant. The budgets provided in the grant application are estimates. Actual costs are subject to change as construction documents are developed with the consent of the parties.

Table A: Funding by Source

	Conservancy GOCO	Conservancy Other	Aurora	Arapahoe County	Total
Project Area					
Triple Creek Trailhead	$100,000	$400,000		$550,000	$1,050,000
North Aurora	$880,000	$550,000	$75,000	$275,000	$1,780,000
Central Aurora	$140,000			$200,000	$340,000
Total	$1,120,000	$950,000	$75,000	$1,025,000	$3,170,000

Aurora will expend all grant funds prior to July 1, 2027, unless the time to expend the money is extended by a written amendment executed by the Parties in the same manner as this Agreement. However, should the Canal projects not proceed, Aurora shall return the entire amount granted by the Conservancy.

6. AURORA'S OBLIGATIONS

In accepting this grant from the Conservancy, Aurora agrees as follows:

A. Aurora shall expend the grant funds only for the projects described above.

B. Aurora shall manage the procurement and construction payment applications for the projects described above and designate an Aurora staff member as a primary project contact.

7. CONSERVANCY'S OBLIGATIONS

A. Conservancy shall reimburse Aurora for project construction funding as allowed by procedures outlined by Great Outdoors Colorado.

B. Conservancy shall provide a project manager to manage the projects described above including but not limited to construction oversight as agreed upon by the parties for each specific project.

8. MISCELLANEOUS.

A. Assignment. Aurora shall not assign this grant to any third party without the prior written consent of the Conservancy.

B. No Partnership or Agency. Notwithstanding any language in this Agreement or any representation or warranty to the contrary, the Parties shall not be deemed or constitute partners, joint venture participants, or agents of the others. Neither the Conservancy nor Aurora are authorized or empowered to act as an agent or employee or representative of the other, nor transact business or incur obligations in the name of the other Party or for the account of the other Party, nor use the other's name or logo in any way without the other Party's written permission. Neither Party shall be bound by the acts, representations or conduct of the other.

C. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties. It is the express intention of the Parties that any person or entity other than the Parties shall be deemed to be only an incidental beneficiary under this Agreement.

D. Governmental Immunity. Aurora is a "public entity" within the meaning of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.* Nothing in this Agreement or in any actions taken by the Parties or their respective elected officials, directors, officers, agents, and employees pursuant to this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act.

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

F. Notices. Any notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to any Party by another Party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the Party to whom it is addressed or, in lieu of such personal services, when received in the United States mail, first-class postage prepaid addressed, or when received by email to:

Aurora:
Nicole Ankeney, Manager of Planning, Design & Construction,
Parks, Recreation & Open Space
15151 E. Alameda Pkwy.
Aurora, CO 80012
nankeney@auroragov.org

The Conservancy
Tracy Young, COO
High Line Canal Conservancy
4010 E. Orchard Rd.
Centennial, CO 80121
tracy@highlinecanal.org

Any Party may change its address for the purpose of this section by giving written notice of such a change to the other Party in the manner provided in this section.

G. Headings. The headings and captions in this Agreement are intended solely for the convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

H. Controlling Law and Venue. This Agreement shall be construed in accordance with the laws of the State of Colorado. In the event of any dispute under this Agreement, the exclusive venue for dispute resolution shall be the District Court for and in Arapahoe County, Colorado.

I. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default under this Agreement.

J. Binding Contract. This Agreement shall inure to and be binding on the successors and permitted assigns of the Parties.

K. Entire Contract. This Agreement constitutes the entire Agreement among the Parties regarding the Project(s). Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement regarding the Project(s) are of no force and effect.

L. Contract Modification. This Agreement may not be amended, altered, or otherwise changed except by a written agreement by the Parties.

M. Severability. The invalidity or unenforceability of any portion or previous version of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and, in such event, the parties shall negotiate in good faith to replace such invalidated provision to carry out the intent of the parties in entering into this Agreement.

N. Counterpart Execution. This Agreement may be executed in multiple counterparts; all counterparts shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related to this Agreement, with such scanned and electronic signatures having the same legal effect as original signatures. Electronic signatures of or on behalf of either Party on this grant agreement shall be effective for all purposes, including delivery as an original. This Agreement may be executed in multiple originals, which shall be deemed to be one document.

IN WITNESS WHEREOF, by the signature of its representative below, each Party affirms that it has taken all necessary action to authorize its representative to execute this Agreement as of this date: April 14, 2025 ("Effective Date"),

THE CITY OF AURORA

Brian Green,
Director of Parks, Recreation & Open Space

Approved as to form:

Tim Joyce, Assistant City Attorney

HIGH LINE CANAL CONSERVANCY

Harriet LaMair, CEO

The Launch of the Canal Collaborative

With the signing of this Memorandum of Understanding (MOU), thirteen partners from across the region reaffirm their commitment to ensure the High Line Canal (Canal) is preserved, protected and enhanced as a regional legacy for future generations. These partners have been collaborating on this project for ten years, starting with the formation of the High Line Canal Working Group in 2011 and continuing with the development of two seminal plans: The Community Vision Plan for the High Line Canal in 2017 and The Plan for the High Line Canal (The Plan) in 2019. The Canal Collaborative is a structure for collaboration, bringing together Denver Water and the High Line Canal Conservancy (Conservancy) with the local jurisdictions, parks districts and stormwater managers along the Canal's 71-mile reach, to do more for the Canal together than any one entity can do alone. The Canal Collaborative will serve as a vehicle for implementing The Plan, reclaiming the historic waterway for the region and charting a new life for this legacy greenway.

The Canal Collaborative will uphold the Community Vision for the High Line Canal, which states:

The High Line Canal's 71 meandering miles will be preserved and enhanced as a cherished greenway that connects people to nature and binds varied communities together from the foothills to the plains.

The Partners

The Canal Collaborative consists of the following thirteen local and regional partners:

The Structure

The Canal Collaborative is a structure that formalizes collaboration between these thirteen partners to preserve and enhance the Canal. The Canal Collaborative consists of three levels of engagement with representation from each partner in regular team meetings: a forum of elected officials, a leadership team of high-level staff and technical advisory committees consisting of staff from the partners who are responsible for maintaining and enhancing the Canal. The Conservancy will serve as the backbone organization providing facilitation, communications and coordination of the partners to enhance collaboration and advance implementation of The Plan.

Signing the Memorandum of Understanding

By November 12th, 2021 the partners will secure their commitment to the Canal and formally launch the Canal Collaborative structure by signing this MOU. Each partner should generate their own signature page and send it to the Conservancy's Director of Planning and Implementation, Josh Phillips, at josh.p@highlinecanal.org. The Conservancy will disseminate a copy of the executed MOU once all partners have signed.

Memorandum of Understanding Regarding
The Canal Collaborative
August 2021

This Memorandum of Understanding regarding management and governance of the High Line Canal and establishment of The Canal Collaborative structure (this "MOU") is made and entered into as of the date upon which all parties have signed it (the "Effective Date") by and among the County of Arapahoe, Colorado ("Arapahoe County"), the City of Aurora, Colorado ("Aurora"), the City of Littleton, Colorado ("Littleton"), the City of Cherry Hills Village, Colorado ("Cherry Hills'), the City and County of Denver, Colorado, by and through the Department of Parks and Recreation ("Denver Parks"), the City and County of Denver, acting by and through its Board of Water Commissioners ("Denver Water"), the County of Douglas, Colorado ("Douglas County"), South Suburban Park and Recreation District ("SSPRD"), the Southeast Metro Stormwater Authority ("SEMSWA"), the City of Greenwood Village, Colorado ("Greenwood Village"), the Highlands Ranch Metropolitan District ("Highlands Ranch Metro"), Mile High Flood District ("MHFD") and the High Line Canal Conservancy (the "Conservancy"). The entities listed above shall each be referred to as a "Party" and collectively as the "Parties."

Recitals

This MOU, which is intended to create and set forth the understanding of the Parties regarding The Canal Collaborative structure, is made with respect to the following understandings:

A. The High Line Canal and the trail adjacent to the Canal (the "Canal") is a 71-mile linear corridor that spans over eleven governmental jurisdictions in the Denver metropolitan area from Waterton Canyon in Douglas County to Green Valley Ranch in Northeast Denver. Denver Water holds ownership rights and property interests in the Canal.

B. Over the last five years, the Parties have worked cooperatively, engaging over 5,000 community members and civic leaders to develop The Plan for the High Line Canal ("The Plan"), which lays out clear guidance for repurposing the Canal, improving the health of people and the environment, and increasing accessibility and enjoyment for generations to come.

C. Now that The Plan is complete, the Parties desire to work cooperatively in developing further plans, programs and services consistent with The Plan, uses and purposes of the Canal and associated land, and applicable federal laws, state laws and city, district and county ordinances and regulations as well as the approved plans and policies of each of the Parties.

D. The Parties further desire to develop additional financial and organizational infrastructure to develop services and programs that will be collaboratively prioritized and implemented over time.

E. The Parties would benefit through greater efficiency and cost savings derived from cooperative planning, programming, fundraising and resource stewardship, signage, project management and implementation, education and outreach.

F. The public who enjoy the Canal, volunteers and local constituents experience the Canal as a single regional trail resource, and a collective vision to preserve, protect, enhance and interpret the Canal will galvanize public support, volunteerism and philanthropy.

G. The Parties conclude that due to the connectivity of the Canal corridor, the similar missions of each Party and the mission and purposes for the Canal as described in The Plan, all would benefit from engaging in a collaborative effort to enhance the common protection of the Canal and its resources, monitoring and stewardship of its natural and cultural resources, and appropriate enjoyment of the public.

H. The Parties recognize the importance of collaboration to achieve the following goals:

i. To preserve, protect and enhance the Canal as a regional greenway and stormwater management system.

ii. To connect the public to the value of the Canal and the conservation of its natural resources and multiple benefits.

iii. To improve the enjoyment of the Canal by the visiting public and provide a more seamless visitor experience across the Canal corridor.

iv. To establish the needed infrastructure to transform parts of the Canal into green infrastructure for stormwater management.

v. To recognize the contributions of the varied partners including local governments, stormwater managers, Denver Water and the Conservancy.

vi. To facilitate cooperative resource management initiatives as desired.

vii. To promote, advance and secure philanthropic donations, governmental grants and other sources of funds to implement The Plan.

viii. To promote, advance and secure volunteer support for the benefit of the Canal.

I. To achieve the stated goals, the Parties desire to enter into this MOU to establish The Canal Collaborative as a structure for enhanced coordination and collaboration.

Agreement

NOW THEREFORE, the Parties understand and agree as follows:

1. Establishment of The Canal Collaborative. The Parties hereby establish The Canal Collaborative (the "Canal Collaborative") as a structure for enhanced coordination and

collaboration. The Canal Collaborative is not intended to be a separate legal entity but rather a mechanism for the Parties to achieve the goals set forth in this MOU.

2. Goals and Principles of The Canal Collaborative. The goal of The Canal Collaborative is to formalize member collaboration, coordination, and communication in the implementation of The Plan and to make recommendations on the expenditure of public and private funding towards that effort. The Canal Collaborative shall function according to the following principles:

a. Parties retain their existing legal, regulatory and land use authority. Further, The Canal Collaborative's recommendations will not impede a Party's ability to operate, manage, construct, maintain, and repair any public infrastructure improvements needed to provide for the health, safety, and welfare of the general public.

b. As the holder of ownership rights and property interests in the Canal, Denver Water retains all of it rights, privileges, and uses afforded by such ownership. Further, Denver Water may delegate selected functions, duties, and responsibilities to others through mutual agreement.

c. Participation in The Canal Collaborative and its projects is voluntary. A Party, through its participation in The Canal Collaborative, is free to decide whether or not to enter into agreements for shared projects and financial cooperation.

d. The Canal Collaborative's focus is to advance the community vision for the Canal as presented in The Plan, and jointly implement plans and priorities developed by a diversity of stakeholders including elected officials, professional staff from local jurisdictions and organizations, subject matter experts, and members of the public.

e. No monies dedicated for projects of The Canal Collaborative by a Party will be spent in any other jurisdiction along the Canal, unless authorized by the Party dedicating the monies.

f. Funds raised by the High Line Canal Conservancy from individuals, corporations and foundations will be prioritized for projects (capital improvements and maintenance) through agreements reached in The Canal Collaborative's work plans as described in the Operating Procedures described in Section 3 below. The High Line Canal Conservancy maintains final determination on whether to proceed with funding acquired from private philanthropy.

3. Operating Procedures. The Parties shall establish operating procedures (the "Operating Procedures") through written agreement, which will define the responsibilities of the Parties. In the event of a conflict between the Operating Procedures and this MOU, this MOU shall control. The Operating Procedures shall be reviewed annually by the Canal Collaborative Leadership Team (described in Section 5(a) below) and may be modified at any time upon written agreement by all Parties.

4. Denver Water

a. Denver Water reserves the right to approve or reject all proposed special uses of Denver Water-owned lands within the Canal corridor. Whenever a special use on Denver Water land is proposed, it must be presented to the High Line Canal Conservancy for review and comment, and then brought forward to Denver Water for approval. If the special use is approved as described above, Denver Water may authorize the specific special use.

b. Denver Water has delegated the right to approve or reject all proposed special events on Denver Water-owned lands within the Canal corridor to the High Line Canal Conservancy. Whenever a special event on Denver Water-owned lands within the Canal corridor is proposed, it must be presented to the High Line Canal Conservancy for approval and the Conservancy will coordinate with Parties when the event is in their jurisdiction. Parties shall have the right to impose special conditions on any special event within their jurisdiction with regard to health, safety and welfare if they reasonably determine the need.

c. Any improvement or installation on the Denver Water-owned lands within the Canal corridor must be approved by Denver Water in writing pursuant to a license, easement, or other agreement at Denver Water's discretion.

d. Denver Water allows for use of or improvements to the Denver Water-owned lands within the Canal corridor through leases and intergovernmental agreements (IGAs) with local jurisdictions and agencies. These agreements, as they may be amended or modified from time to time, will continue to be a mechanism that Denver Water uses to authorize certain uses of the Canal by local governments and others.

5. Organizational Structure; Meetings

a. The Canal Collaborative will be comprised of three levels of engagement which include: (i) a policy forum, the Canal Collaborative Forum (CCF); (ii) an executive leadership team, the Canal Collaborative Leadership Team (CCLT); and (iii) Technical Advisory Committees (TACs), consisting of professional staff, subject matter experts and agency representatives. Two standing TACs include the Natural Resources and Recreation TAC and the Stormwater TAC and additional TACs can be convened as directed by the CCLT. This structure will ensure relevant members of The Canal Collaborative are included in appropriate decision-making with checks and balances within the structure.

b. Each Party is required to appoint one representative to both the CCF and CCLT, and these appointees will be included in decision-making processes. However, these meetings will be open to any staff from the Party, and appointees may delegate their decision-making authority to an alternate/proxy. Each Party may provide one appointee to any TAC. Similar to the meetings of the CCF and CCLT, these meetings will be open to any staff from the Parties, and appointees may delegate their decision-making authority to an alternate/proxy. While there can be multiple attendees from one Party, each Party will speak with one voice in decision-making processes. Consistent meetings will be mutually scheduled and are essential to ensure full participation by all Parties.

6. Subsequent Agreements and Plans. The Parties agree that any specific plans, programs and services agreed upon by the Parties to achieve the objectives of this MOU will be executed or implemented in accordance with this MOU and the Operating Procedures. These plans, programs and services will be further described in yearly or multi yearly operating plans, permits or cooperative agreements among the Parties. The Parties also acknowledge that other agreements or documents may be needed to further authorize these plans, programs and services.

7. Funding

a. The Parties acknowledge that the operations of the Canal Collaborative will rely on the Parties to provide annual financial support. Within thirty (30) days after the Effective Date, the Parties, excluding the City and County of Denver and its Department of Parks and Recreation, each will contribute the amount of Ten Thousand and no/100 Dollars ($10,000.00) to the Conservancy for administration of The Canal Collaborative for 2021. Thereafter, the Parties shall establish the amount required for operation of the Canal Collaborative during each year of this MOU, and each Party shall request such amount from its governing body in accordance with its customary processes, recognizing that any such future funds must be appropriated and budgeted annually by each Party. The Conservancy and the City and County of Denver, and its Department of Parks and Recreation, will confer and negotiate in good faith separate agreements for financial and other support of the Conservancy and the operations of the Collaborative.

b. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Parties is subject to annual appropriation, and thus any obligations of such Parties shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

8. Miscellaneous Provisions

a. The Parties agree that any Party may propose amendments to this MOU. Such amendments shall not be effective unless authorized through a written amendment to this agreement signed by all Parties.

b. This MOU shall become effective only upon execution by all Parties, and it shall remain in force for twenty-five (25) years from its Effective Date. This MOU may be terminated at any time upon mutual agreement of the Parties.

c. Any Party may withdraw from this MOU after giving 120 day's written notice to all other Parties. Upon the effective date of a Party's withdrawal, that Party's responsibilities and obligations under this MOU shall cease. Withdrawal from this MOU shall in no way prejudice or impair a Party's contract rights or entitlements arising out of future agreements between or among the Parties.

d. The Parties to this MOU that are governmental entities, their officers, and their employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by

the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended ("CGIA"), or otherwise available to the Parties, their officers, and their employees.

e. This MOU is not intended to, nor should it be understood to, affect or extend the legal responsibilities or obligations of any of the Parties, create or change pre-existing legal responsibilities or obligations, nor to create or extend any legal rights to any person or entity not a party to this MOU.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the dates noted on the signature pages.

[SIGNATURE PAGES FOR EACH PARTY FOLLOW ON SUBSEQUENT PAGES]

THE CITY OF AURORA

By: _____
Mike Coffman, Mayor

ATTEST:

By: Kadee Rodriguez
Kadee Rodriguez, City Clerk

REVIEWED BY:

By: for Brooke Bell
Brooke Bell, Parks, Recreation & Open Space Department

APPROVED AS TO FORM:

By: Tim Joyce
Tim Joyce, Assistant City Attorney

EFFECTIVE DATE: 11-13-2023

RESOLUTION NO. R2023- 130

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, SUPPORTING AN APPLICATION FOR A GRANT BY THE HIGH LINE CANAL CONSERVANCY FROM THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND FOR SEVERAL PROPOSED PROJECTS

WHEREAS, the High Line Canal Conservancy ("Conservancy") is applying for a Centennial Program grant from the State Board of the Great Outdoors Colorado Trust Fund ("Great Outdoors Colorado") for the completion of several community-centered improvement projects on the High Line Canal across multiple jurisdictions as indicated in their grant application; and

WHEREAS, The Great Outdoors Colorado Trust Fund created the Centennial Program to invest in high-value, once-in-a-generation visions and projects that will create lasting impacts on the Centennial State and future generations; and

WHEREAS, the High Line Canal Conservancy is requesting the support of the City for its Great Outdoors Colorado grant application because some of their proposed projects will be done in the City and will benefit the City; and

WHEREAS, the Parks, Recreation, and Open Space Department ("PROS") supports the Great Outdoors Colorado grant application by the Conservancy; and

WHEREAS, PROS recommends City Council's support for the Conservancy's Great Outdoors Colorado grant application because some of proposed projects to be performed by the Conservancy, in partnership with PROS, will be done in the City with a focus on high equity-need neighborhoods; and

WHEREAS, PROS will be responsible for the care and maintenance of the new improvement projects, in partnership with Arapahoe County Open Spaces and the Conservancy, such as seating, gathering, areas, shade structures, nature elements, accessible access points, public art, and plantings; and

WHEREAS, City Council fully supports the submission for a grant application by the High Line Canal Conservancy to the Great Outdoors Colorado to fund the projects proposed by the Conservancy.

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

Section 1. The City Council of the City of Aurora, Colorado resolves its support for the High Line Canal Conservancy's application for a grant from the State Board of the Great Outdoors Colorado Trust Fund for various projects to be performed by the High Line Canal Conservancy.

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

RESOLVED AND PASSED this 13th day of November, 2023.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

TIM JOYCE, Assistant City Attorney

Granby Ditch Open Space & Overlook

Joint Project Application

City of Aurora

Ms. Nicole Ankeney

15151 E. Alameda Pkwy. Ste. 3600
Aurora, CO 80012

nankeney@auroragov.org
O: 303-326-8947

Application Form

Application Summary

Grant Category*

Select One:

Joint Project

Primary Contact Information*

Please provide information for the primary contact for this project in the following format.

Agency:
Name:
Title:
Telephone:
Email:

City of Aurora Parks, Recreation & Open Space Department
Curtis Bish
Principal Planner
303-739-7131
cbish@auroragov.org

Project Type*

Select One:

- **Trail Project:** Trail/trailhead construction or improvement, including stream/road crossings and trailhead amenities (such as parking, restrooms or shelters)
- **Site Improvement Project:** New construction, improvement, repair, or replacement of passive outdoor recreation amenities
- **Acquisition Project:** Eligible projects include fee simple acquisition of land for public open space or trails; acquisition of buffer land; acquisition of a conservation easement; and/or acquisition of water rights
- **Other Project:** Other allowable projects include stream/habitat restoration, natural re-vegetation, and water quality improvement

Site Improvement Project

Project Title*

Granby Ditch Open Space & Overlook

Project Address

High Line Canal North of 7th Ave

Project Location*
Select all that apply:

Aurora

GPS Coordinates (Latitude in Decimal Degrees)*
Example: Dove Valley Regional Park
Latitude: 39.577303

39.728170

GPS Coordinates (Longitude in Decimal Degrees)*
Example: Dove Valley Regional Park
Longitude: -104.828850

-104.804893

Grant Request Amount*
$95,000.00

Cash Match Amount*
$95,000.00

Total Project Amount*
Total project amount includes grant request and cash match only. Please do not include in-kind match.

$190,000.00

Cash Match Percentage*
Calculate cash match as % of total project cost.

50

Project Partners
List partner agencies if applicable.

High Line Canal Conservancy

Executive Summary*
Highlight key points of your proposal, such as project description, components, deliverables, need, goals, beneficiaries, planning, etc.

The City of Aurora has come together with Arapahoe County Open Spaces, High Line Canal Conservancy and all of the jurisdictions along the High Line Canal to plan for the Canal's future as a recreational and ecological resource. The result, The Plan for the High Line Canal (The Plan), has identified and prioritized projects that will enhance the user experience on the trail through improved access, awareness, connectivity and activation. The Plan prioritizes improvements in Aurora and Northeast Denver where the Canal connects

diverse communities and yet is significantly underutilized compared to other reaches of the trail. This project will implement priorities identified in The Plan in Aurora, adding amenities along the trail that create an overlook and interpretive stop along the Canal where the trail borders the Granby Ditch Open Space. This improvement area will activate the corridor with a nature-based overlook that includes natural elements, seating, wayfinding signage and interpretive signage.
After completing a community-centered design process in 2023 to develop the plan for improvements in this area, the High Line Canal Conservancy (Conservancy) successfully procured funding from Great Outdoors Colorado (GOCO) focused on improvements in north Aurora that activate the trail and connect communities to nature. The neighborhoods along the Canal in north Aurora are 40% Latino, 20% African American and 5% percent Asian American. The median household income in these areas is $41,000 per year, less than half of the median household income of the Denver Metro Area. The City of Aurora's and the Conservancy's interest is in removing barriers to using the trail for recreation and positioning the Canal as a catalyst of community health. Aurora PROS is requesting funds from ACOS to match these private funds raised by the Conservancy to implement these critical projects and invest in these north Aurora neighborhoods.
This project will include steppingstones in the Canal providing an alternative access to the trail, a natural overlook to provide a spot to stop, rest and enjoy the natural open space, natural resource restoration, seating, wayfinding signage and interpretive signage. The natural overlook will utilize gravel and boulders to establish a pull off from the trail and seating to provide visual interest and invite users to enjoy the natural open space. Natural resource restoration will focus on planting along the Canal and, adding shade for trail users and habitat for wildlife. Seating will improve user comfort and accessibility while connecting trail users to the natural open space. A series of signs will provide wayfinding and interpretive information to neighborhood residents and trail users, implementing a portion of the Canal-wide sign package. The goals of the project are to increase use of the trail through improved access and awareness while improving community health and the ecological health of the Canal.

Authorized Signature

Certification and Authorized Signature Form*

Please attach completed Certification and Authorized Signature Form as a PDF document. Form must be signed by highest authority in agency or authorized individual. *Staff will email you the form.*

Please name your file as follows: *Applicant_ CertificationandAuthorizedSignatureForm.pdf*

SIGNED GranbyDitch_Certification and Authorized Signature Form.pdf

Project Timeline

Project Timeline Form*

Please attach completed Project Timeline Form as a PDF document. *Staff will email you the form.*

Please name your file as follows: *Applicant_ TimelineForm.pdf*

Aurora PROS Granby_Project Timeline Form.pdf

Project Budget

Budget Forms*

Please attach completed Summary Budget Form and Detailed Expense Budget Form as a single PDF document. *Staff will email you the form.*

Please name your file as follows: *Applicant_ BudgetForms.pdf*

AuroraPROS Granby_BudgetForm (2).pdf

Project Narrative

Question 1*

Describe the project goals, scope, expected results, and deliverables. Discuss the current condition of the project site and what improvements, if any, are proposed and why. Discuss how this project preserves open space, improves access to the outdoors, creates connectivity, and/or provides educational opportunities.

The project's goals are to increase use of the trail through improved access and awareness, improve community health and enhance the Canal's ecological health. This project will have deliverables, all of which are prioritized in The Plan: stepping stones in the Canal that provide an alternative access to the trail, a natural overlook to provide a spot to stop, rest and enjoy the natural open space, natural resource restoration, seating, wayfinding signage and interpretive signage. The natural overlook will utilize crusher fines and boulders to establish a pull off from the trail and informal seating to invite users to enjoy the adjacent open space. Natural resource restoration will focus on planting along the Canal and tree planting within the open space, adding shade for trail users and habitat for wildlife. A series of signs will provide wayfinding and interpretive information to neighborhood residents, implementing a portion of the Canal-wide sign package.

The site of the stepping stones provides a connection to the Canal for the north Aurora community as it connects to a well-worn social trail has been developed in this location, demonstrating a high-level of use from the adjacent neighborhood. However, access is currently gained by walking through the Canal itself, making the access point inaccessible and unsafe. The Canal corridor in the neighborhood has a high-quality trail but lacks formal access points, signage, and amenities to help users connect along the trail and promote recreation. Planting around the project site will improve the user experience along the Canal while supporting the ecological health of the corridor. Interpretive signage will create educational opportunities for trail users, connecting the community to the unique history of the Canal and the importance of conservation.

Question 2*

Describe the community/neighborhood and user groups the project will serve. Discuss the type of users (children, families, seniors, etc.), and estimate the number of users that will benefit annually. How did you arrive at this estimate? *Include up to five community support letters in the Attachments section. Support letters should come from users, working groups, community members, volunteers, schools, etc. Letters should be dated within the last six months.*

The north Aurora neighborhoods along the Canal are predominantly Latino and African American and the project will actively work to engage these communities in enhancing and activating the Canal. There are two schools in the neighborhood where this project site is located that serve low-income, diverse populations that are representative of their neighborhood. Hinkley High School has a rate of 72.4% free and reduced lunch and 94% of students are non-white. Laredo Elementary school has a rate of 84.9% free and reduced lunch and 91% of students are non-white. Engagement with these schools has been a critical component of the

Conservancy's community engagement that has sought to empower the community and ensure a feeling of ownership in the neighborhood for the Canal. Moving these projects into implementation is critical to ensure that the community members who have been involved in public engagement processes can see these improvements come to life. Access improvements will create valuable opportunities to provide safe routes to school and partnerships with these educational institutions will be essential to catalyzing use of the Canal. There are other indicators of barriers to accessing health and wellness resources in this community as 20% of neighbors speak English less than very well and 22.6% do not have a high school diploma.

User counts performed by the Conservancy in north Aurora have recorded just 3-12 users per hour, though anecdotally these numbers increase before and after school. For comparison, user counts in the Canal's southern suburbs have consistently recorded 50-100 users per hour during peak use. Based on these user counts, assuming the average 7.5 users per hour in the neighborhood and extrapolating for the year, 32,850 total users would benefit from awareness and activation improvements in north Aurora. The Laredo Highline neighborhood is home to more than 6,300 residents living in over 2,200 households and these neighborhood residents will experience the greatest benefit.

Question 3*

Discuss the need and urgency for this project and why it is a priority. Was the project prioritized in a master plan or other planning document (including County Comprehensive Plan, County Open Space Master Plan, etc.), an independent community planning process, a working group, etc.? Is this part of a larger phased project? What opportunities will be lost if this project is not funded now?

This project was identified and prioritized in The Plan for the High Line Canal, a plan that has been endorsed by Aurora, Arapahoe County, and the Conservancy. The project was requested by local community members during a robust outreach process that informed both the High Line Canal Community Vision Plan (Vision Plan) and The Plan for the High Line Canal (The Plan). The Plan recommends significant investment in diverse communities along the trail, prioritizing Denver, and Aurora for a large proportion of enhancements. The Canal is underutilized in these communities and will require investments to reach its full potential as a recreational resource. The designs developed were cocreated with community members through robust community engagement efforts in 2023, and the community is eager to see these improvements come to life.

The Plan recommends a series of Community Activation Zones, areas of the Canal where investments are needed to increase use of the trail as a community resource and catalyst for improved community health. The Plan states the goal of Community Activation Zones as: Increase health, wellness, and active uses by providing activation through the addition of nature play, gathering spaces, exercise stations or other activation types as identified in the Design Guidelines. Neighborhoods for these zones are called out explicitly in The Plan and focus on low-income and diverse communities where the Canal is underutilized. These investments will improve the user experience along the Canal and have the potential to improve community health in some of the most diverse communities in the region. The Conservancy's design process was supported by a private foundation and their share of implementation funds have been secured from GOCO, leveraging philanthropy to enhance the Canal in the Northeast.

This investment would represent one of the first efforts to construct community-informed improvements since completion of The Plan. If this project is not funded now, it will stymy momentum in achieving the level of investment in Aurora that is recommended in The Plan. Implementing all of the recommendations in The Plan in Aurora will require significant support from private sources, Arapahoe County Open Spaces and federal funding for transportation improvements. Demonstrating success will help the Conservancy continue to raise funds and show members of the community that progress is being made. These improvements will be further leveraged by the development of an underpass at the Canal's first crossing of Colfax. This $12M project, funded with federal funds in addition to matching funds from Arapahoe County and Adams County, will provide a critical connection for trail users to connect along the Canal in north Aurora and utilize these improvement zones.

Question 4*

Summarize any planning completed prior to submitting this Joint Project proposal. Is design and engineering complete? Does the project necessitate a zoning change? List any permits that need to be obtained and status of obtaining those permits (Federal 404, County or City, Storm Water Drainage, etc.).

The master plan for these projects was developed in 2023 through a community-centered design process. Since that time, the Conservancy and Aurora PROS have progressed designs to 95% and the plans are in the 2nd review with the City of Aurora, Arapahoe County and Denver Water. Staff is working through final design comments from these agencies. The plans have also been submitted to the City of Aurora AMANDA review process to progress through their final review before Aurora can put the projects out to bid and start construction. The final approval for the project will come from Arapahoe County and Denver Water who will need to grant a license for these improvements that approve the plans and formalize Aurora PROS commitment to maintenance.

Question 5*

Describe the timeframe needed to complete the project. Discuss the agency's capacity to complete the project, including project management, resources, and experience implementing similar projects.

The goal is to complete this project by mid-2027. The City of Aurora will be responsible for bidding and hiring a construction contractor. The Conservancy will support project management in three ways: staff time dedicated by the Conservancy's Project Manager, a construction administration contract with the landscape architecture firm that has developed the plans and an outside project management firm that will be hired by the Conservancy to support Aurora PROS with construction oversight and payment applications. Aurora PROS has extensive experience completing park and trail improvements and the Conservancy's Project Manager and Chief Operating Officer have extensive experience overseeing construction projects in other capacities.
The Conservancy has also engaged a consultant team to complete a Canal-wide Interpretive Plan, and this team will develop interpretive signage for this site within this Canal-wide effort.

Question 6*

Summarize any efforts to obtain public input, disseminate information to the public, develop partnerships, and garner community support for this project. List the stakeholders that are involved. Discuss any known or anticipated opposition to this project and how this will be addressed. *Include letters, petitions, news articles, or other documents evidencing opposition in the Attachments section.*

The development of The Plan for the High Line Canal included engagement with over 5,000 residents across the region, providing far-reaching input about ways to enhance the Canal. Aurora PROS partnered with Arapahoe County Open Spaces and the High Line Canal Conservancy to develop both the Community Vision Plan and The Plan. Improved access to the Canal as one of the most important themes in The Plan and the Northeast reaches of the Canal highly prioritized activation and amenities.
Since 2019, the Conservancy piloted a collaborative and community-centered approach to engagement that, in recent years, has been replicated across the Northeast to cultivate meaningful involvement of local youth and their families, community leaders, and partner organizations that represent the diverse populations of the Northeast. Deep community engagement through the community-centered design approach ensures that all communities along the Canal engage in and co-lead the design of trail enhancements by establishing a community feedback structure that cultivates local leadership and decision-making.
Public engagement for the Granby Ditch trail improvements has occurred at two scales: a comprehensive effort across the northeast reach of the High Line Canal and site-specific engagement tied to the Laredo Highline neighborhood.
Overall Engagement

Outreach efforts for the Conservancy's GOCO-funded north Aurora initiative have reached over 55,000 people via postcards, social media, newsletters, and other channels. Formal feedback was received from more than 770 individuals through surveys and polls, and 305 people were engaged in person at community events. Partners have included local schools, libraries, rec centers, and places of worship, as well as organizations including Environmental Learning for Kids, Girl Trek, Groundwork Denver, Metro Denver Nature Alliance, Outdoor Afro, Promotores Verdes, Sand Creek Greenway, Spirit of the Sun, YES Coalition, and Mile High Youth Corps.
Feedback showed significant support for Canal improvements, especially for shade, seating, and safer access—top priorities in the Laredo Highline neighborhood.
In addition, in April 2024, the Conservancy hosted a community cleanup and engagement event with the Aurora Police Department to help build trust between neighbors and law enforcement and address safety concerns raised by residents. This event and ongoing outreach allowed for meaningful dialogue about both safety and design elements of the project.

Through continued engagement into 2024 and early 2025—including City Council town halls and meetings—150 additional residents have been reached with project information and design updates, reinforcing public awareness and ensuring community voice in shaping the final design.
Opposition and Response
Three neighbors living adjacent to the Canal near the Granby Ditch have expressed concern about the project, particularly regarding elements in the original master plan such as a shade structure and a land bridge crossing. These concerns focused on potential misuse by unhoused individuals and increased unauthorized motorized vehicle access. In response to this feedback, these two elements were removed from the final design, and Aurora PROS and the Conservancy continue to work with community members and City Council to address concerns and maintain support for the remaining project components.

Question 7*

How much of your planned cash match is secured? If applicable, what are your plans for raising additional funds? Describe cash and in-kind match partnerships established for the project. Explain if partnerships were not possible or necessary for this project. *Include partner support letters in the Attachments section and include match from partners on the Budget Forms. Joint Project recipients are responsible for project cost overruns.*

All matching funds have been secured from the Conservancy's GOCO grant, including construction funding, interpretive signage design, fabrication and installation as well as funding for contracted construction oversight and construction administration. The Conservancy's GOCO grant will also support Conservancy staff time and project management being contributed to the project in-kind. The Conservancy has also invested significant funds raised from a private foundation in staff time to manage the design and community engagement process as well as design costs associated with advancing the designs to 95%.

Question 8*

Describe any scenic, historic, or cultural values associated with the project site. Will they be preserved or restored? Discuss specific natural resources at the site (including habitat, water, wildlife, and vegetation) and impacts to these resources as a result of this project. If applicable, discuss environmental sustainability benefits of this project (such as energy or water conservation, water quality improvement, etc.).

The High Line Canal has significant historic value as a remnant of Aurora's agricultural heritage. The project will preserve the historic High Line Canal channel while providing opportunities to educate the local community about the Canal's history and its importance to the growth of Aurora. The Canal also forms an important habitat for wildlife and vegetation, providing a green spine for animals to move throughout the city. Natural resource restoration will enhance habitat for birds, insects, and small mammals while the stepping stones will limit the disruption of vegetation in the Canal channel.

This project will lay the groundwork for future engagement in this community, including educating local residents about the Canal's transition from irrigation facility to stormwater management system. This is particularly important in north Aurora, where irrigation water has not been delivered for over twenty years. This lack of water has taken a toll on the tree canopy, and Aurora now has the least dense tree canopy of any jurisdiction along the Canal.

Question 9*

Discuss ownership and legal access at the proposed project site. Detail any third-party rights, easements, or other encumbrances that exist.

Arapahoe County owns this portion of the High Line Canal and, jointly with Denver Water, will license these improvements. Denver Water delegates maintenance of the trail corridor to Aurora PROS through a recreational lease agreement. Access to the site will be coordinated with Arapahoe County and Denver Water.

Question 10*

Describe long-term plans for maintaining the project. Who will be responsible for maintenance? Estimate annual costs to maintain the site, and explain how maintaining this project site affects your agency's budget.

Aurora PROS will be responsible for maintenance of the site improvements and the Conservancy will be responsible for maintaining signage and benches. The site improvements maintenance cost will be considered and included in the annual operating budget and is documented in an executed funding agreement between Aurora PROS and the Conservancy. The Conservancy estimates that bench and sign maintenance will cost approximately $200 per year to remove graffiti and provide touch ups. These signs are a part of a significant sign package being installed across the Canal and represent a small percentage of the overall sign package implementation.

Question 11*

If applicable, describe how this project will address inclusivity per Americans with Disabilities Act guidelines.

Aurora PROS and the Conservancy are committed to universal design and ensuring that site improvements are available to people of all abilities. The High Line Canal can be a great resource for people of varied abilities, as the trail has very little slope and the concrete path provides a high level of accessibility. Additional site amenities, such as natural elements, signage and seating will all be compliant with ADA guidelines.

Question 12*

If successful in obtaining Joint Project funding, how will the agency use this project to inform citizens about the value of the Arapahoe County Open Space Sales and Use Tax? Discuss plans for public outreach, signage, celebration, dedication, etc. *You are required to inform the County of any press about the project and any related events (ribbon cutting ceremonies, etc.). Additionally, acknowledgement of County support must be included in any press about the project.*

This project will acknowledge the value of the Arapahoe County Open Space Sales and Use Tax in several ways and highlight the County's key role as the owner of the Canal. All outreach and engagement materials will recognize Aurora PROS, Arapahoe County Open Spaces, GOCO, and the High Line Canal Conservancy. Temporary and permanent signage promoting improvements in the neighborhood will recognize all partners. Arapahoe County Open Spaces will have the opportunity to play a central role in any project related events.

Attachments

Attachment 1: Evidence of Support from Highest Authority*

Please attach evidence of support from the agency's highest authority (official letter or resolution) as a PDF document. At a minimum, this document must include: project title, amount of grant funds requested, statement that matching funds are secured and/or efforts to secure funds are underway (include the amount of matching funds committed), and certification that the project will be open to the public or serve a public purpose upon completion. *A sample resolution is available on the Open Space website.*

Please name your file as follows: *Applicant_SupportfromHighestAuthority.pdf*

SIGNED GranbyDitch_Applicant_SupportHighestAuthority.pdf

Attachment 2: Evidence of Community Support

Please attach letters of support from users, working groups, community members, volunteers, schools, etc. (maximum of 5) as a single PDF document. Letters should be dated within the last 6 months.

Please name your file as follows: *Applicant_CommunitySupport.pdf*

Aurora PROS Letters of Support- Combined.pdf

Attachment 3: Documentation of Opposition

Please attach documentation of opposition as a single PDF document. If there is no known opposition to this project, please attach a page stating that this section is not applicable.

Please name your file as follows: *Applicant_Opposition.pdf*

Aurora PROS Granby Opposition.pdf

Attachment 4: Evidence of Commitment from Project Partners

Please attach evidence of commitment from project partners (such as partner support letters or commitment to provide cash/in-kind match) as a single PDF document. There is no maximum allowable number of partner support letters. If there are no partners for this project, please attach a page stating that this section is not applicable.

Please name your file as follows: *Applicant_PartnerCommitments.pdf*

Aurora PROS Granby_Partner Support.docx.pdf

Attachment 5: Primary Project Photo*

Please attach one high resolution photo in JPG format. Please choose the photo that provides the best overall representation of your project. This photo will be used for presentations and/or publications.

Please name your file as follows: *Applicant_PrimaryPhoto.jpg*

Aurora PROS Granby Ditch Open Space Photo.pdf

Attachment 6: Photos

Please attach photos of existing conditions at the project site (including captions) as a single PDF document. Include conceptual drawings if applicable.

Please name your file as follows: *Applicant_Photos.pdf*

Aurora PROS Granby Ditch Open Space and Overlook photos.pdf

Attachment 7: Maps*

Please attach a site map and a vicinity map as a single PDF document.

Please name your file as follows: *Applicant_Maps.pdf*

Aurora PROS Granby maps.pdf

Attachment 8: Other Attachments

Please attach additional supporting documentation (news article, cost estimate, appraisal, title commitment, etc.) as a single PDF document.

Please name your file as follows: *Applicant_OtherAttachments.pdf*

NAuroraCIZ_Engagement Summary_2023-2024.pdf

Confirmation

Please click the "I Agree" button below to certify that your application is complete and ready to submit. Once submitted, applications are final and cannot be returned.*

I agree

File Attachment Summary

Applicant File Uploads

- SIGNED GranbyDitch_Certification and Authorized Signature Form.pdf
- Aurora PROS Granby_Project Timeline Form.pdf
- AuroraPROS Granby_BudgetForm (2).pdf
- SIGNED GranbyDitch_Applicant_SupportHighestAuthority.pdf
- Aurora PROS Letters of Support- Combined.pdf
- Aurora PROS Granby Opposition.pdf
- Aurora PROS Granby_Partner Support.docx.pdf
- Aurora PROS Granby Ditch Open Space Photo.pdf
- Aurora PROS Granby Ditch Open Space and Overlook photos.pdf
- Aurora PROS Granby maps.pdf
- NAuroraCIZ_Engagement Summary_2023-2024.pdf

ARAPAHOE COUNTY
OPEN SPACES

Certification and Authorized Signature Form

Please attach this form to grant and joint project applications submitted through the Arapahoe County Open Spaces Online Grant Portal.

By signing this form, I certify that:

- **The information included in this application is true to the best of my knowledge.**
- **If funded, the applicant commits to completing the proposed project.**
- **If funded, the applicant accepts responsibility for any cost overruns necessary to complete the project.**
- **If funded, the completed project will be open to the public or will otherwise serve a public purpose.**
- **If funded, the applicant agrees to maintain the completed project site or to continue its maintenance agreement with a partner agency as outlined in the application.**
- **I am authorized to sign on behalf of the applicant.**

Jason Batchelor _____ 11/05/2025

Authorized Signature (highest authority in agency or authorized individual) Date

Jason Batchelor, City Manager, City of Aurora, CO
Printed Name and Title

Granby Ditch Open Space & Overlook
Grant Project or Joint Project Name

Applicant: _____City of Aurora_____ Project Title: _Granby Open Space and Overlook

ARAPAHOE COUNTY OPEN SPACES

Joint Project Timeline Form

Use the sample timeline below as a guide to complete your proposed project timeline. Rows or columns may be added as necessary to include any milestones specific to your project. Timeline must be detailed, realistic, and coincide with details provided in the narrative portion of the grant application. Timeline must conclude within two years of project start date.

Task	2026											2027					
	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J
Grant Award Notification	■																
IGA Executed/Project Start Date		■															
Project Bid Award(s)			■	■													
Construction					■	■	■	■	■	■	■	■	■	■	■	■	
Grand Opening																	■
Final Report																	■

Summary Budget Form - STANDARD Grants (25% minimum cash match)

Source of Funds	Date Funds Secured	Grant Request	Cash Match	Total Project Funds
Arapahoe County Open Spaces Grant		$95,000		**$95,000**
Applicant Cash Match	4/14/2025		$27,000	**$27,000**
High Line Canal Conservancy Partner Match	3/15/2024		$68,000	**$68,000**
Totals		***$95,000***	***$95,000***	**$190,000**

MATCH REQUIREMENTS

Total Project Cost:	**$190,000.00**
Cash Match % Required:	**50%**
Required Cash Match Amount	**$95,000.00**
Project Cash Match Budgeted:	**$95,000.00**

Minimum Met? Y or N

Applicant: Aurora Parks, Recreation and Open Space

Project Title: Granby Ditch Overlook

** Please do not include in-kind match on the Budget Forms. Describe in-kind match in the budget narrative and project narrative.*

DETAILED EXPENSE WORKSHEET

	Budget Category	Line Item Detail Description	ACOS Grant	Grantee Cash Match	Partner Cash Match	TOTAL
	Design	Design of Site Improvements			$15,000.00	$15,000.00
	Construction Admin	Construction Oversight and Administration			$5,000.00	$5,000.00
	Construction	Construction of Site Improvements	$95,000.00	$27,000.00		$122,000.00
	Design	Design of Interpretive Features			$8,000.00	$8,000.00
	Construction	Fabrication and Installation of Interpretive Features			$40,000.00	$40,000.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
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TOTALS			**$95,000.00**	**$27,000.00**	**$68,000.00**	**$190,000.00**

Applicant: Aurora Parks, Recreation and Open Space **Project Title: Granby Ditch Overlook** **Date: 11/11/25**

15151 E. Alameda Parkway
Aurora, Colorado 80012

November 5, 2025

Arapahoe County Open Spaces
Open Space and Trails Advisory Board
6934 S Lima St, Unit A
Centennial, CO 80112

Re: Joint Project Grant Application 2025

Dear Arapahoe County Open Spaces and OSTAB Members:

Please accept this letter of commitment on behalf of the City of Aurora for support of the Granby Ditch Open Space & Overlook joint project grant application. This project will add seating areas, interpretive signage, an informal Canal crossing, and enhance the native plantings with increased shrubs and trees.

Aurora is requesting $95,000 in grant funds from the Arapahoe County Open Space Tax program. The City has a secured cash match of $27,000 comprised of Great Outdoor Colorado Centennial grant funds in partnership with the High Line Canal Conservancy who have also brought $68,000 in funding. The City will be responsible for any cost overruns. Maintenance and care of the facility will be managed as part of our ongoing maintenance budget.

If awarded, an intergovernmental agreement between the City of Aurora and Arapahoe County will be required along with a city council resolution. Grant reports will be authorized by the Director of Parks, Recreation and Open Space.

By approving this grant application for $95,000, the Arapahoe County Open Space and Trails Advisory Board will contribute to the improved Canal's community awareness and ecological health. The trail is currently and will remain open to the public. Thank you for your on-going support of our parks, open space and trail system.

Sincerely,

Jason Batchelor
City Manager

May 13, 2025

Arapahoe County Open Spaces
6934 S Lima St.
Centennial, CO 80112

RE: Joint Project Grant Support for High Line Canal Projects in North Aurora

Dear Arapahoe County Open Spaces,

On behalf of the High Line Canal Northeast Community Committee, we are writing in strong support of the joint project grant applications submitted by the High Line Canal Conservancy and the City of Aurora for the Granby Ditch Overlook, Laredo Elementary Outdoor Classroom, and Triple Creek Trailhead Site Improvements.

Our committee represents over 15 neighborhoods in Northeast Denver, Aurora, and unincorporated Arapahoe County. Formed in 2022, we serve as a trusted bridge between the High Line Canal Conservancy and our communities—ensuring that trail improvements are shaped by local voices and benefit those historically underrepresented in outdoor spaces. These three projects are direct results of an inclusive, community-centered design process. As members of the committee, we've played an active role in shaping the priorities and designs for these sites. Each project reflects our collective vision to activate the Canal as a safe, healthy, and accessible green space for our youth, families, and elders:

- Granby Ditch Overlook will transform a part of the trail into a natural refuge with interpretive signage, natural seating, and plantings.
- Laredo Elementary Outdoor Classroom will connect students and neighbors to the Canal through a shade structure, safe crossings, and meaningful educational opportunities.
- Triple Creek Trailhead Site Improvements will deliver long-awaited enhancements to a key regional access point, including natural elements, bike skills features, and interpretation.

Together, these projects address the priorities we've consistently elevated: safe access, ecological restoration, cultural interpretation, and joyful use of the Canal for all. They advance equity in public space and demonstrate how public-private partnerships can meet the needs of communities who have been historically underserved.

We are grateful for Arapahoe County Open Spaces' past support and urge you to invest in these community-backed projects. They will deliver visible, lasting impact for the neighborhoods we call home.

Sincerely,

The High Line Canal Northeast Community Committee

Leslie Brown
Calvin Ann Evans
Nelson Holland
Debi Hunter Holen
Cynthia Armendáriz-Maxwell
Laura Morales
Adolfo Romero
Vanessa Salinas

Arapahoe County Open Spaces
6934 S Lima St
Centennial, CO 80112

November 10, 2025

Dear Arapahoe County Open Spaces,

I am writing to support for the High Line Canal improvements near the Granby Ditch Open Space in Aurora. I have lived in Aurora most of my life and as someone who loves the outdoors and staying active, the High Line Canal is one of my favorite places to explore nature in the city.

The improvements that are proposed at the Granby Ditch Open Space are exciting and will offer welcoming benefits to trail users and neighbors alike. This spot on the canal is especially beautiful, and the boulder overlook will provide trail users and neighbors a spot to sit and enjoy the view. The educational signage, benches and new plants will provide more reasons to spend time visiting the trail as well.

Please consider funding this very worthwhile project with Arapahoe County funds.

Sincerely,



Sofia Reyes
sore2489@colorado.edu
21925 E Rowland Dr. Aurora, CO, 80016

November 8, 2025

Arapahoe County Open Spaces
6934 S Lima St.
Centennial, CO 80112

RE: Letter of Support for High Line Canal Improvements in North Aurora

Dear Board members,

I am thrilled to offer my strong support for the High Line Canal Conservancy and City of Aurora's proposed improvements at the **Granby Ditch Overlook** and **Laredo Elementary Outdoor Classroom**.

As a local resident, fitness enthusiast and certified coach, I've actively engaged with the Conservancy for several years, discovering the High Line Canal, especially in Aurora. These projects are critical to improving bike and pedestrian access, trail safety, and overall user experience on this beautiful regional trail corridor.

- The **Granby Ditch Overlook** will provide an informal trail connection in an area with a well-used social path, with natural seating and signage that enhances awareness and community pride.
- The **Laredo Elementary Outdoor Classroom** creates an exciting opportunity for students to safely access the trail by replacing an aging neighborhood bridge that provides access for walking and biking to school. The addition of an outdoor classroom adjacent to the trail promotes youth connection and appreciation of the outdoors and our natural world.

These projects have been shaped by neighbors' involvement and reflect real priorities from local residents and advocacy groups. I personally think they will make a difference in the community and make a statement that the High Line Canal is for the community that can access and enjoy it.

I urge you to support funding for these important trail improvements.

Sincerely,

Claudia Navarro

Claudia Navarro
Aurora Resident
(720) 698-0698

MADE WITH Scanner App

November 11, 2025

Arapahoe County Open Spaces
6934 S. Lima Street
Englewood, CO 80112

Dear Arapahoe County Open Spaces staff,

I am writing to share my support for the High Line Canal improvements in North Aurora.

As someone who loves the outdoors and staying active, the High Line Canal is a wonderful place to explore and enjoy nature, right in the middle of the city. I first discovered the trails and the canal as a teenager in the late 80's/early 90's and I would love to see it continue to be preserved and enjoyed by myself and others for many more years to come.

The improvements that are proposed at the Granby Ditch Open Space are exciting and will offer welcoming benefits to trail users and neighbors alike. The steppingstones across the canal will provide a fun way to cross over to the trail. The interpretive educational signage, benches and new plants will certainly enhance the area around an already beautiful open space. All of these things will improve and beautify this section of the Canal and potentially bring more people of all ages out to enjoy the trail.

Thank you for your consideration of this funding request and for your support of parks, open spaces, and trails in Arapahoe County.

Sincerely,



Cheri Roberts

HIGH LINE CANAL
CONSERVANCY

TO: Arapahoe County Open Spaces

FROM: High Line Canal Conservancy

DATE: November 10, 2025

SUBJECT: Documentation of Opposition- Granby Ditch Open Space

The Granby Ditch Open Space and Overlook is supported by neighboring community. Ongoing public outreach and engagement has occurred since 2019 to keep the community informed and invested in the goals of the site.

Opposition and Response
In 2024, three neighbors living adjacent to the Canal near the Granby Ditch have expressed concern about the project, particularly regarding elements in the original master plan such as a shade structure and a land bridge crossing. These concerns focused on potential misuse by unhoused individuals and increased unauthorized motorized vehicle access. In response to this feedback, these two elements were removed from the final design. Aurora PROS and the Conservancy continue to work with community members and City Council to address concerns and maintain support for the remaining project components.

Sincerely,

Josh Phillips, Senior Director of Planning and Implementation
High Line Canal Conservancy

4010 E Orchard Rd | Centennial, Colorado 80121 | 720.767.2452 highlinecanal.org

HIGH LINE CANAL CONSERVANCY

TO: Arapahoe County Open Spaces

FROM: High Line Canal Conservancy
Amy Daley, Chief Finance and Administrative Officer

DATE: November 11, 2025

SUBJECT: Support for the Granby Ditch Project

The Conservancy is partnering with Aurora Parks, Recreation and Open Spaces (Aurora PROS) on design and construction of the Granby Ditch Improvement Project. The Conservancy has secured $95,000 from Great Outdoors Colorado and private donations for the project as described in the joint project request. The Conservancy will spend $23,000 on project design and engineering to prepare documents for bidding. A funding agreement, signed by both parties, has been executed to transfer $67,000 to Aurora PROS for project construction. An additional $5000 has been allocated for Project Management.

The opportunity to further enhance the High Line Canal in North Aurora is an exciting opportunity for the Conservancy and Aurora PROS. We appreciate the consideration of Arapahoe County Open Spaces to support the implementation of this project.

Sincerely,

Amy Daley, Chief Financial and Administrative Officer
High Line Canal Conservancy



263

High Line Canal at Granby Ditch

Photo credit: Evan Anderman

Granby Ditch Open Space and Overlook

Aurora PROS Joint Project Request, November 11, 2025



High Line Canal at Granby Ditch-looking south



High Line Canal at Granby Ditch-social trail



Concept Plan- Granby Ditch Overlook



High Line Canal at Granby Ditch-looking north

KEY MAP



NOTES:
1. STAKE IMPROVEMENTS FOR REVIEW BY OWNER'S REPRESENTATIVE PRIOR TO ANY CONSTRUCTION.
2. SEE STORMWATER MANAGEMENT PLAN FOR EROSION CONTROL MEASURES.
3. COORDINATE W/ OWNER'S REPRESENTATIVE FOR LOCATION OF SITE FURNISHINGS AND LANDSCAPE BOULDERS.

0 5' 10' 20'

SCALE: 1" = 10'

LEGEND

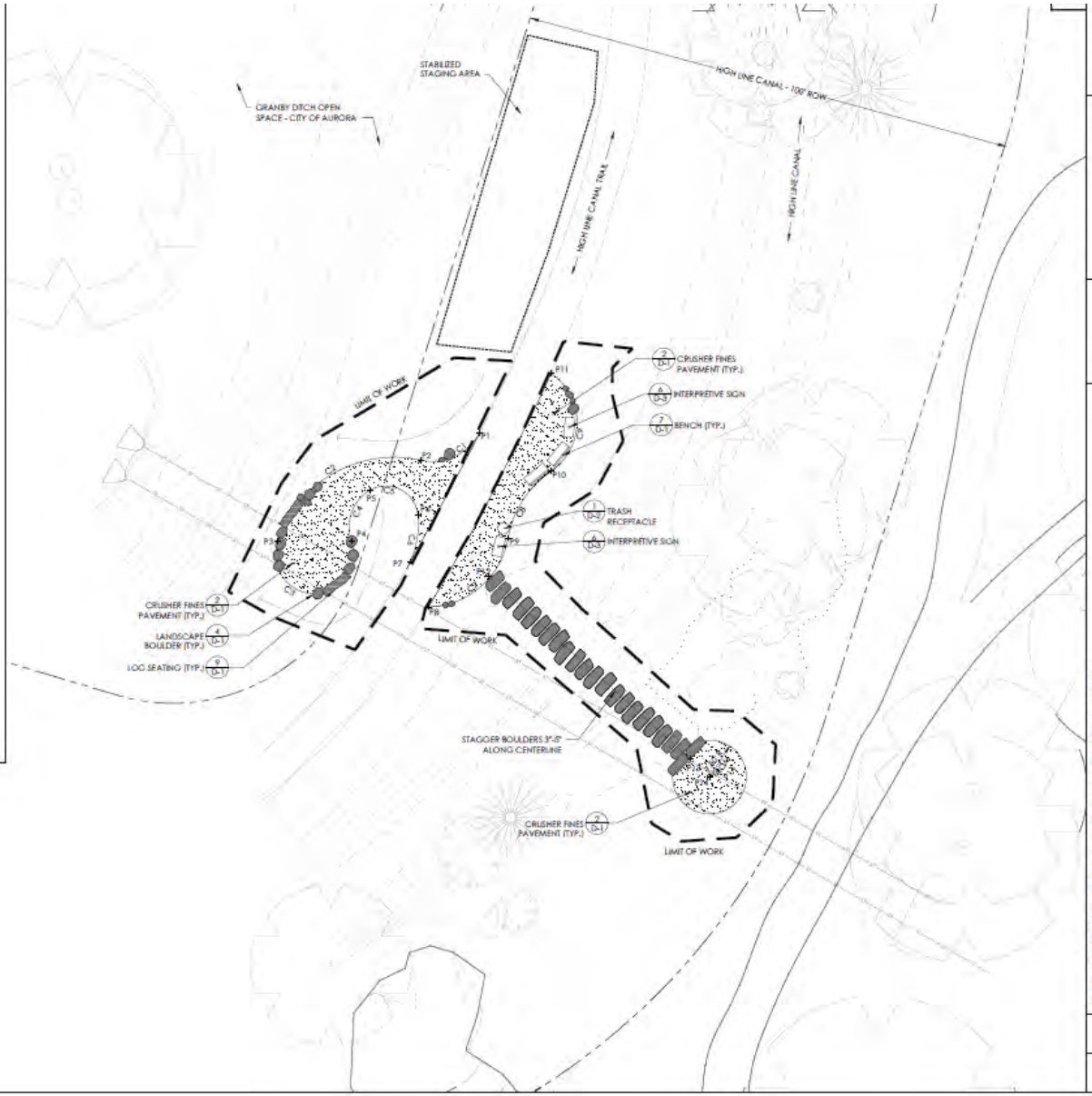
CRUSHER FINES PAVEMENT

POINT DATA

PT	DESCRIPTION	NORTHING	EASTING
P1	EDGE OF CRUSHER FINES AT EXISTING CONCRETE	51052.77	48824.31
P2	EDGE OF CRUSHER FINES AT POINT OF CURVATURE	51067.19	48812.25
P3	EDGE OF CRUSHER FINES AT POINT OF CURVATURE	51030.67	48780.70
P4	EDGE OF CRUSHER FINES AT POINT OF CURVATURE	51030.65	48798.27
P5	EDGE OF CRUSHER FINES AT POINT OF CURVATURE	51041.06	48832.01
P6	EDGE OF CRUSHER FINES AT POINT OF CURVATURE	51036.03	48811.70
P7	EDGE OF CRUSHER FINES AT EXISTING CONCRETE	51026.55	48810.18
P8	EDGE OF CRUSHER FINES AT EXISTING CONCRETE	51017.29	48815.85
P9	EDGE OF CRUSHER FINES AT POINT OF CURVATURE	51031.32	48830.10
P10	EDGE OF CRUSHER FINES AT POINT OF CURVATURE	51044.99	48838.90
P11	EDGE OF CRUSHER FINES AT EXISTING CONCRETE	51064.82	48838.84
P12	CENTERLINE OF BOULDERS	51023.48	48806.12
P13	CENTERLINE AT BOULDERS	50986.38	48807.13
P14	CENTER OF 7.5' RADIUS	50982.70	48871.11

CURVE DATA

CR	DESCRIPTION	TOTAL ANGLE	ARC LENGTH	RADIUS
C1	OUTSIDE EDGE OF CRUSHER FINES PAVEMENT BETWEEN P1 & P2	74.02	14.27	11
C2	OUTSIDE EDGE OF CRUSHER FINES PAVEMENT BETWEEN P3 & P4	86.82	37.89	25
C3	OUTSIDE EDGE OF CRUSHER FINES PAVEMENT BETWEEN P3 & P4	258.05	20.45	8
C4	OUTSIDE EDGE OF CRUSHER FINES PAVEMENT BETWEEN P4 & P5	85.12	13.03	8.5
C5	EDGE OF CRUSHER FINES PAVEMENT BETWEEN P5 & P6	154.21	13.96	8.5
C6	EDGE OF CRUSHER FINES PAVEMENT BETWEEN P6 & P7	88.76	16.68	10
C7	OUTSIDE EDGE OF CRUSHER FINES PAVEMENT BETWEEN P8 & P9	78.35	23.25	17
C8	OUTSIDE EDGE OF CRUSHER FINES PAVEMENT BETWEEN P9 & P10	45.53	16.69	21
C9	OUTSIDE EDGE OF CRUSHER FINES PAVEMENT BETWEEN P10 & P11	83.29	17.44	12



SUBMITTALS

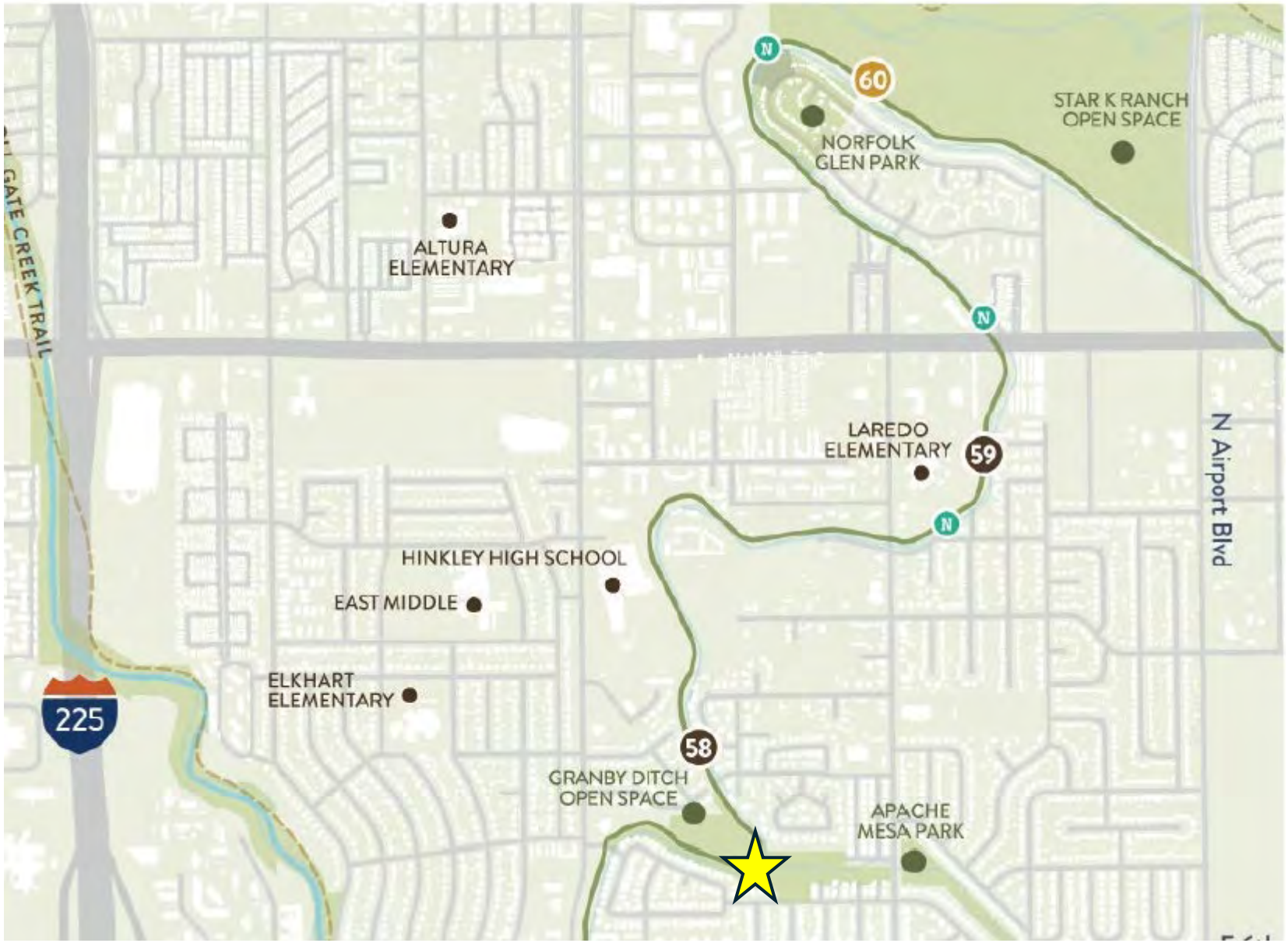
ARCHITERRA GROUP
3851 south adams street
littleton, colorado 80235
303.948.0766 fax 948.0977
www.architerragroup.com

GRANBY DITCH ACTIVATION AREA
LAYOUT AND MATERIALS PLAN

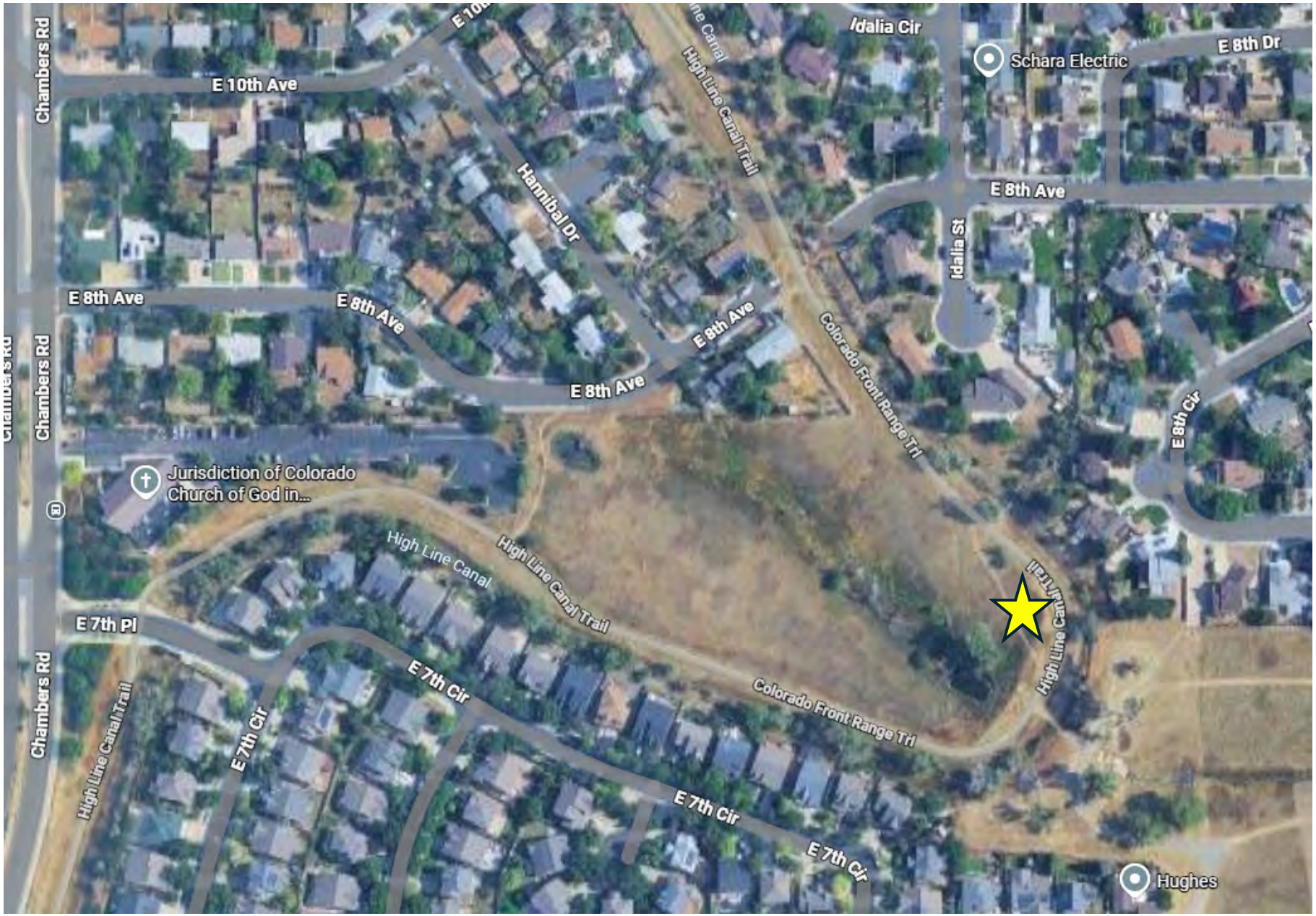
HIGH LINE CANAL - IMPROVEMENT AREAS
HIGH LINE CANAL CONSERVANCY - AURORA, COLORADO

GD-2

SHEET 3



Granby Ditch Open Space and Overlook- Vicinity Map



Granby Ditch Open Space and Overlook- Site Map

Speak Up for the Canal

High Line Canal Northeast Community Engagement, 2016 - 2024

HIGH LINE CANAL CONSERVANCY

ENGAGEMENT TIMELINE

- **2016** — Community Vision for the High Line Canal
- **2017** — Northeast Community Programming
- **2019** — Plan for the High Line Canal
- **2021** — Laredo Highline Canal Improvements
- **2022 - 2024** — Community-centered design

TOTAL REACH

1,500,000 reach through media & mailings

10,000 people engaged across the region

4,000+ youth engaged

1,500+ total surveys

100+ community input events

2022-2024 NORTH AURORA

FEEDBACK REACH

55,000+ total through mailings, social media, newsletters & more

770 formal feedback responses

305 people engaged at community events

WHAT ELSE WE HEARD

- Prioritize wayfinding signage
- More bathrooms and trash cans
- Maintenance of grass and vegetation along the trail
- Trees are desired for shade
- Safer trail access and connectivity needed at Colfax Ave. intersections & Airport Blvd.
- Improved crossings needed at most access points
- Concerns about personal safety & use of Canal for camping
- Prevent unauthorized vehicles on the trail
- Excitement for new and improved neighborhood access points

KEY TAKEAWAYS

NATURE + NATURAL ENVIRONMENT

Water

Natural Vegetation/ Habitat/Plants & Trees



"Maintain the natural setting with cottonwoods and the wildlife corridor!"

SAFETY + CONNECTIVITY

"I feel safe when the trail is far from any stress and I know my kids can run free. And I don't feel safe when the trail comes to a street and there are not stop signs or pedestrian light that makes it safe for us to cross."

Access + Parking

RECREATIONAL + EDUCATIONAL OPPORTUNITIES

Signage

Gathering Spaces

Play Areas

"I know that there are a few areas where the school uses the High Line Canal and the property around it for education and for kids to be able to get outside and play."

ACCESS, AWARENESS + ACCESSIBILITY



Shade

Benches + Seating

Signage

Access

Parking

Restrooms

"A big reason that I love the trail is because in most places that I've been on the trail there is a dirt or crusher-fined jogging path next to the paved path. So wherever the trail is going to be built out in the future, or wherever that enhancement could be made, to continue having both a paved and a dirt or gravel surface would be awesome."

STEWARDSHIP + MAINTENANCE

"More community cleanups and trash pickups."

Natural Vegetation/ Habitat/Plants & Trees

Water



INTERGOVERNMENTAL AGREEMENT REGARDING
2026 CONTRIBUTION OF ARAPAHOE COUNTY OPEN SPACE PROGRAM FUNDS
PROJECT NAME: GRANBY DITCH OPEN SPACE & OVERLOOK

This Intergovernmental Agreement ("Agreement") is made and entered into by and between **THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, STATE OF COLORADO** ("County"), and the **CITY OF AURORA** ("City"), a municipality and political subdivision of the State of Colorado (collectively "Parties" and individually a "Party").

RECITALS

A. On November 2, 2021, the voters of the County permanently reauthorized, until repeal, a countywide sales and use tax to be deposited in the Arapahoe County Open Space Fund and used for specified open space purposes as set forth in County Resolution No. 21-263 ("Open Space Resolution").

B. The Open Space Resolution authorizes the County to expend a portion of the tax funds for joint projects between counties and municipalities, special districts with a recreational component, recreation districts, and other governmental entities in the County for purposes consistent with the Open Space Resolution. Eligible joint projects include acquisitions of land, other real property interests, and water rights, as well as the improvement, restoration, and protection of open space lands, as more fully set forth in the Open Space Resolution.

C. On February 17, 2026, the County approved by resolution the use of Open Space Acquisition and Trail Development funds for the Granby Ditch Open Space & Overlook ("Project"), which is an eligible use of funds under the Open Space Resolution, subject to the execution of an intergovernmental agreement.

D. This Agreement is authorized by Article XIV, Section 18 of the Colorado Constitution and C.R.S. § 29-1-203.

AGREEMENT

NOW, THEREFORE, the County and the City agree as follows:

1. Funding Amount. The County agrees to pay up to 50% of the total Project cost, not to exceed $95,000, from the Arapahoe County Open Space Fund ("County Funds") to the City to be used solely toward the Project as described in Exhibit A. The County's contribution of County Funds is contingent upon the City contributing the remaining 50% share of the total Project cost. The City is responsible for any Project costs in excess of those outlined above.

2. Disbursement of County Funds. The County shall pay the County Funds via ACH transfer to the City on a reimbursement basis upon receipt of the approved status report and

documentation of expenditures as required by this Agreement and no more often than bi-annually. No more than 75% of the Project costs will be reimbursed prior to the final report approval. The final 25% of County Funds will be paid following the Project inspection and review and approval of the final report and Project deliverables.

3. Time for Use of County Funds. The Parties agree that the County Funds will be expended no later than two years from the Effective Date, unless the County agrees in writing to a longer period of time.

4. Interest on County Funds. The City further agrees that, after receipt of the County Funds, the City will use any interest earned on the County Funds only for the Project.

5. Report Requirements. On or before January 31 and July 31 annually, the City agrees to provide the County with Project status reports that conform to the format provided by the County. Each progress report shall include supporting financial documentation as requested in the form provided. Within three months of completion of the Project, the City also agrees to submit to the County a final report that conforms to the format provided by the County with final Project accounting. The final report will also include documents, plans, and high-resolution photographs as necessary to detail the completion and scope of the Project. The County shall be allowed to use information and images from these reports in publications, public information updates, and the County's website.

6. Failure to Submit Required Reports. Upon written notice from the County informing the City that it has failed to submit any required status report and/or final report, the City shall submit such reports to the County's Open Space Grants Program Administrator within 30 days, and, if it fails to do so, the City shall be deemed to be in violation of this Agreement.

7. Administration of Project. The City shall be responsible for the direct supervision and administration of the Project. The City also agrees to comply with all local, state, and federal requirements while completing the Project unless specifically waived.

8. Project Site Visits. Upon 24 hours' written notice to the City, the City agrees to allow the County to make site visits before, during, at the completion of, and/or after the completion of the Project.

9. Acknowledgment of County.

   A. The City agrees to acknowledge the County as a contributor to the Project in all publications, news releases, and other publicity issued by the City related to the Project and agrees to allow the County to do the same. If any events are planned in regard to the Project, the County shall be acknowledged as a contributor in the invitation to such events. The City shall cooperate with the County in preparing public information pieces, providing photos of the Project from time to time, and providing access to the Project for publicity purposes. Event information, event materials, and press release information related to the Project must be sent to the County's Open Space Grants Program Administrator for review and filing.

B. For projects occurring on a particular property, the County agrees to provide a standard sign for the Project. The City agrees to erect and permanently maintain at least one County sign or a City sign as described below in a publicly visible area in recognition of the County Funds from the Arapahoe County Open Space Program. The sign shall be erected prior to the completion of the Project or its public opening, whichever is earlier. If the City wishes to use its own sign and design, the City must submit the sign location, design, and wording to the County's Grants Program Administrator for approval prior to manufacture and/or installation of such sign.

C. For planning projects, environmental education projects, and other projects that are not tied to a particular property, the City agrees to include the most current Arapahoe County Open Spaces logo in final planning documents and other printed and multimedia materials. The City shall contact the County's Grants Program Administrator for a copy of the logo to be used.

10. Record-Keeping Requirements. The City shall maintain a complete set of books and records documenting its use of the County Funds and its supervision and administration of the Project. The County or any of its duly authorized representatives shall have reasonable access to any books, documents, papers, and records of the City that are pertinent to the Project for the purpose of making an audit, examination, or excerpts. The City shall keep all books, documents, papers, and records pertinent to the Project for a minimum of three years from the Project completion date. The City agrees to report to the County's Grants Program Administrator any unexpended County Funds and consult with the Grants Program Administrator concerning proper accounting and refund of any unexpended County Funds.

11. Changes to Project. The City agrees and understands that it must complete the Project as it is described in Exhibit A; the Project may not be changed without the County's prior written approval. Proposed changes must be formally requested using the applicable Project Modification Form provided by the County. Changes may not begin until the County has issued a written approval, which may also require the execution of an amendment to this Agreement.

12. Maintenance. The City agrees to assume responsibility for continuous maintenance and public safety of open space lands, parks, trails, recreation facilities, amenities, signage, and other projects funded by the County Funds for the useful life of the Project and in accordance with applicable product warranties and/or the generally accepted standards in the parks and recreation community.

13. Change in Use. If the City wishes to dispose of or sell the property purchased with the County Funds or if the City wishes to use the Project or property improved or purchased with the County Funds for purposes other than the purposes specified in Exhibit A, the City shall provide written notice to the County. The City shall obtain the County's written consent and shall present the proposed disposition, sale, or change in use in a public hearing and receive approval from its governing body prior to proceeding with such disposition,

sale, or change in use. The County, in its sole discretion, may require the City to make a partial or full refund to the County based on the amount of the County Funds, the value of the Project, or the value of the property purchased with the County Funds at the time of disposition, sale, or change in use.

14. Failure to Comply and Reimbursement of County Funds. The City understands and agrees that the County may require the City to reimburse the County if any portion of the County Funds is not used in accordance with its approved proposal and this Agreement. Failure to comply with this Agreement shall result in default, and the City shall be ineligible for any future funding from Arapahoe County Open Spaces until the violation is remedied or after such other time period as determined by the County in its sole discretion.

15. Remedies. The rights and remedies of the County as set forth in this Agreement shall not be exclusive and are in addition to any other rights or remedies provided by law.

16. No Waiver of Rights. A waiver by any Party of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any Party.

17. Relationship of the Parties. The City shall perform all duties and obligations under this Agreement as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee, or other relationship with the County.

18. No Third-Party Beneficiaries. Nothing in this Agreement shall give or allow any claim or right of action whatsoever by any third party, including, but not limited to, any agents or contractors of the City.

19. Severability. The invalidity or unenforceability of any portion of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and, in such event, the Parties shall negotiate in good faith to replace such invalidated provision in order to carry out the intent of the Parties in entering into this Agreement.

20. Written Amendment Required. This Agreement may be amended, modified, or changed, in whole or in part, only by written agreement duly authorized and executed by the Parties.

21. Applicable Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado. The venue for any legal action arising out of this Agreement shall be in Arapahoe County District Court, pursuant to the appropriate rules of civil procedure.

22. Notices. Notices under this Agreement shall be sent to:

COUNTY: Arapahoe County Open Spaces
Grants Program Administrator
6934 S. Lima St., Unit A
Centennial, CO 80112
askopenspaces@arapahoegov.com

and

Arapahoe County Attorney
5334 South Prince Street
Littleton, CO 80120-1136
attorney@arapahoegov.com

CITY: City of Aurora
15151 E. Alameda Parkway
Aurora, CO 80012
parks@auroragov.org

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

24. Incorporation of Exhibits. Unless otherwise stated in this Agreement, any exhibits, applications, resolutions, or other documents referenced in this Agreement shall be incorporated by reference into this Agreement for all purposes. In the event of any conflicts between this Agreement and any attached documents, this Agreement shall control.

25. Section Headings. The headings for any section of this Agreement are only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

26. Assignment. The rights, or any parts of this Agreement, granted to the Parties in this Agreement may be assigned only with the prior written consent of the non-assigning Party.

27. Extent of Agreement. This Agreement constitutes the entire agreement of the Parties related to the Project. The Parties agree that there have been no representations made regarding the subject matter of this Agreement other than those, if any, contained in this Agreement, and the various promises and covenants contained in this Agreement are mutually agreed upon and are in consideration of one another.

28. Signatures. The signatories to this Agreement represent that they are fully authorized to execute this Agreement and bind their respective entities.

29. Effective Date. This Agreement will become effective on the date of the City's signature ("Effective Date").

Signature page follows

IN WITNESS WHEREOF, the County and the City have executed this Agreement as of the Effective Date.

ATTEST:

By:_____

CITY OF AURORA

By:_____
Name:_____
Title:_____
Date:_____

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF ARAPAHOE,
STATE OF COLORADO

By:_____
Margina Pingenot, Open Spaces Director
Pursuant to Resolution No. 26-056

EXHIBIT A

Granby Ditch Open Space & Overlook

Joint Project Application

City of Aurora

Ms. Nicole Ankeney

15151 E. Alameda Pkwy. Ste. 3600
Aurora, CO 80012

nankeney@auroragov.org
O: 303-326-8947

Application Form

Application Summary

Grant Category*

Select One:

Joint Project

Primary Contact Information*

Please provide information for the primary contact for this project in the following format.

Agency:
Name:
Title:
Telephone:
Email:

City of Aurora Parks, Recreation & Open Space Department
Curtis Bish
Principal Planner
303-739-7131
cbish@auroragov.org

Project Type*

Select One:

- **Trail Project:** Trail/trailhead construction or improvement, including stream/road crossings and trailhead amenities (such as parking, restrooms or shelters)
- **Site Improvement Project:** New construction, improvement, repair, or replacement of passive outdoor recreation amenities
- **Acquisition Project:** Eligible projects include fee simple acquisition of land for public open space or trails; acquisition of buffer land; acquisition of a conservation easement; and/or acquisition of water rights
- **Other Project:** Other allowable projects include stream/habitat restoration, natural re-vegetation, and water quality improvement

Site Improvement Project

Project Title*

Granby Ditch Open Space & Overlook

Project Address
High Line Canal North of 7th Ave

Project Location*
Select all that apply:

Aurora

GPS Coordinates (Latitude in Decimal Degrees)*
Example: Dove Valley Regional Park
Latitude: 39.577303

39.728170

GPS Coordinates (Longitude in Decimal Degrees)*
Example: Dove Valley Regional Park
Longitude: -104.828850

-104.804893

Grant Request Amount*
$95,000.00

Cash Match Amount*
$95,000.00

Total Project Amount*
Total project amount includes grant request and cash match only. Please do not include in-kind match.

$190,000.00

Cash Match Percentage*
Calculate cash match as % of total project cost.

50

Project Partners

List partner agencies if applicable.

High Line Canal Conservancy

Executive Summary*

Highlight key points of your proposal, such as project description, components, deliverables, need, goals, beneficiaries, planning, etc.

The City of Aurora has come together with Arapahoe County Open Spaces, High Line Canal Conservancy and all of the jurisdictions along the High Line Canal to plan for the Canal's future as a recreational and ecological resource. The result, The Plan for the High Line Canal (The Plan), has identified and prioritized projects that will enhance the user experience on the trail through improved access, awareness, connectivity and activation. The Plan prioritizes improvements in Aurora and Northeast Denver where the Canal connects diverse communities and yet is significantly underutilized compared to other reaches of the trail. This project will implement priorities identified in The Plan in Aurora, adding amenities along the trail that create an overlook and interpretive stop along the Canal where the trail borders the Granby Ditch Open Space. This improvement area will activate the corridor with a nature-based overlook that includes natural elements, seating, wayfinding signage and interpretive signage.
After completing a community-centered design process in 2023 to develop the plan for improvements in this area, the High Line Canal Conservancy (Conservancy) successfully procured funding from Great Outdoors Colorado (GOCO) focused on improvements in north Aurora that activate the trail and connect communities to nature. The neighborhoods along the Canal in north Aurora are 40% Latino, 20% African American and 5% percent Asian American. The median household income in these areas is $41,000 per year, less than half of the median household income of the Denver Metro Area. The City of Aurora's and the Conservancy's interest is in removing barriers to using the trail for recreation and positioning the Canal as a catalyst of community health. Aurora PROS is requesting funds from ACOS to match these private funds raised by the Conservancy to implement these critical projects and invest in these north Aurora neighborhoods.
This project will include steppingstones in the Canal providing an alternative access to the trail, a natural overlook to provide a spot to stop, rest and enjoy the natural open space, natural resource restoration, seating, wayfinding signage and interpretive signage. The natural overlook will utilize gravel and boulders to establish a pull off from the trail and seating to provide visual interest and invite users to enjoy the natural open space. Natural resource restoration will focus on planting along the Canal and, adding shade for trail users and habitat for wildlife. Seating will improve user comfort and accessibility while connecting trail users to the natural open space. A series of signs will provide wayfinding and interpretive information to neighborhood residents and trail users, implementing a portion of the Canal-wide sign package. The goals of the project are to increase use of the trail through improved access and awareness while improving community health and the ecological health of the Canal.

Authorized Signature

Certification and Authorized Signature Form*

Please attach completed Certification and Authorized Signature Form as a PDF document. Form must be signed by highest authority in agency or authorized individual. *Staff will email you the form.*

Please name your file as follows: *Applicant_CertificationandAuthorizedSignatureForm.pdf*

SIGNED GranbyDitch_Certification and Authorized Signature Form.pdf

Project Timeline

Project Timeline Form*

Please attach completed Project Timeline Form as a PDF document. *Staff will email you the form.*

Please name your file as follows: *Applicant_ TimelineForm.pdf*

Aurora PROS Granby_Project Timeline Form.pdf

Project Budget

Budget Forms*

Please attach completed Summary Budget Form and Detailed Expense Budget Form as a single PDF document. *Staff will email you the form.*

Please name your file as follows: *Applicant_ BudgetForms.pdf*

AuroraPROS Granby_BudgetForm (2).pdf

Project Narrative

Question 1*

Describe the project goals, scope, expected results, and deliverables. Discuss the current condition of the project site and what improvements, if any, are proposed and why. Discuss how this project preserves open space, improves access to the outdoors, creates connectivity, and/or provides educational opportunities.

The project's goals are to increase use of the trail through improved access and awareness, improve community health and enhance the Canal's ecological health. This project will have deliverables, all of which are prioritized in The Plan: stepping stones in the Canal that provide an alternative access to the trail, a natural overlook to provide a spot to stop, rest and enjoy the natural open space, natural resource restoration, seating, wayfinding signage and interpretive signage. The natural overlook will utilize crusher fines and boulders to establish a pull off from the trail and informal seating to invite users to enjoy the adjacent open space. Natural resource restoration will focus on planting along the Canal and tree planting within the open space, adding shade for trail users and habitat for wildlife. A series of signs will provide wayfinding and interpretive information to neighborhood residents, implementing a portion of the Canal-wide sign package.

The site of the stepping stones provides a connection to the Canal for the north Aurora community as it connects to a well-worn social trail has been developed in this location, demonstrating a high-level of use from the adjacent neighborhood. However, access is currently gained by walking through the Canal itself, making the access point inaccessible and unsafe. The Canal corridor in the neighborhood has a high-quality trail but lacks formal access points, signage, and amenities to help users connect along the trail and promote recreation. Planting around the project site will improve the user experience along the Canal while

supporting the ecological health of the corridor. Interpretive signage will create educational opportunities for trail users, connecting the community to the unique history of the Canal and the importance of conservation.

Question 2*

Describe the community/neighborhood and user groups the project will serve. Discuss the type of users (children, families, seniors, etc.), and estimate the number of users that will benefit annually. How did you arrive at this estimate? *Include up to five community support letters in the Attachments section. Support letters should come from users, working groups, community members, volunteers, schools, etc. Letters should be dated within the last six months.*

The north Aurora neighborhoods along the Canal are predominantly Latino and African American and the project will actively work to engage these communities in enhancing and activating the Canal. There are two schools in the neighborhood where this project site is located that serve low-income, diverse populations that are representative of their neighborhood. Hinkley High School has a rate of 72.4% free and reduced lunch and 94% of students are non-white. Laredo Elementary school has a rate of 84.9% free and reduced lunch and 91% of students are non-white. Engagement with these schools has been a critical component of the Conservancy's community engagement that has sought to empower the community and ensure a feeling of ownership in the neighborhood for the Canal. Moving these projects into implementation is critical to ensure that the community members who have been involved in public engagement processes can see these improvements come to life. Access improvements will create valuable opportunities to provide safe routes to school and partnerships with these educational institutions will be essential to catalyzing use of the Canal. There are other indicators of barriers to accessing health and wellness resources in this community as 20% of neighbors speak English less than very well and 22.6% do not have a high school diploma.

User counts performed by the Conservancy in north Aurora have recorded just 3-12 users per hour, though anecdotally these numbers increase before and after school. For comparison, user counts in the Canal's southern suburbs have consistently recorded 50-100 users per hour during peak use. Based on these user counts, assuming the average 7.5 users per hour in the neighborhood and extrapolating for the year, 32,850 total users would benefit from awareness and activation improvements in north Aurora. The Laredo Highline neighborhood is home to more than 6,300 residents living in over 2,200 households and these neighborhood residents will experience the greatest benefit.

Question 3*

Discuss the need and urgency for this project and why it is a priority. Was the project prioritized in a master plan or other planning document (including County Comprehensive Plan, County Open Space Master Plan, etc.), an independent community planning process, a working group, etc.? Is this part of a larger phased project? What opportunities will be lost if this project is not funded now?

This project was identified and prioritized in The Plan for the High Line Canal, a plan that has been endorsed by Aurora, Arapahoe County, and the Conservancy. The project was requested by local community members during a robust outreach process that informed both the High Line Canal Community Vision Plan (Vision Plan) and The Plan for the High Line Canal (The Plan). The Plan recommends significant investment in diverse communities along the trail, prioritizing Denver, and Aurora for a large proportion of enhancements. The Canal is underutilized in these communities and will require investments to reach its full potential as a recreational resource. The designs developed were cocreated with community members through robust community engagement efforts in 2023, and the community is eager to see these improvements come to life.

The Plan recommends a series of Community Activation Zones, areas of the Canal where investments are needed to increase use of the trail as a community resource and catalyst for improved community health. The

Plan states the goal of Community Activation Zones as: Increase health, wellness, and active uses by providing activation through the addition of nature play, gathering spaces, exercise stations or other activation types as identified in the Design Guidelines. Neighborhoods for these zones are called out explicitly in The Plan and focus on low-income and diverse communities where the Canal is underutilized. These investments will improve the user experience along the Canal and have the potential to improve community health in some of the most diverse communities in the region. The Conservancy's design process was supported by a private foundation and their share of implementation funds have been secured from GOCO, leveraging philanthropy to enhance the Canal in the Northeast.

This investment would represent one of the first efforts to construct community-informed improvements since completion of The Plan. If this project is not funded now, it will stymy momentum in achieving the level of investment in Aurora that is recommended in The Plan. Implementing all of the recommendations in The Plan in Aurora will require significant support from private sources, Arapahoe County Open Spaces and federal funding for transportation improvements. Demonstrating success will help the Conservancy continue to raise funds and show members of the community that progress is being made. These improvements will be further leveraged by the development of an underpass at the Canal's first crossing of Colfax. This $12M project, funded with federal funds in addition to matching funds from Arapahoe County and Adams County, will provide a critical connection for trail users to connect along the Canal in north Aurora and utilize these improvement zones.

Question 4*

Summarize any planning completed prior to submitting this Joint Project proposal. Is design and engineering complete? Does the project necessitate a zoning change? List any permits that need to be obtained and status of obtaining those permits (Federal 404, County or City, Storm Water Drainage, etc.).

The master plan for these projects was developed in 2023 through a community-centered design process. Since that time, the Conservancy and Aurora PROS have progressed designs to 95% and the plans are in the 2nd review with the City of Aurora, Arapahoe County and Denver Water. Staff is working through final design comments from these agencies. The plans have also been submitted to the City of Aurora AMANDA review process to progress through their final review before Aurora can put the projects out to bid and start construction. The final approval for the project will come from Arapahoe County and Denver Water who will need to grant a license for these improvements that approve the plans and formalize Aurora PROS commitment to maintenance.

Question 5*

Describe the timeframe needed to complete the project. Discuss the agency's capacity to complete the project, including project management, resources, and experience implementing similar projects.

The goal is to complete this project by mid-2027. The City of Aurora will be responsible for bidding and hiring a construction contractor. The Conservancy will support project management in three ways: staff time dedicated by the Conservancy's Project Manager, a construction administration contract with the landscape architecture firm that has developed the plans and an outside project management firm that will be hired by the Conservancy to support Aurora PROS with construction oversight and payment applications. Aurora PROS has extensive experience completing park and trail improvements and the Conservancy's Project Manager and Chief Operating Officer have extensive experience overseeing construction projects in other capacities.
The Conservancy has also engaged a consultant team to complete a Canal-wide Interpretive Plan, and this team will develop interpretive signage for this site within this Canal-wide effort.

Question 6*

Summarize any efforts to obtain public input, disseminate information to the public, develop partnerships, and garner community support for this project. List the stakeholders that are involved. Discuss any known or anticipated opposition to this project and how this will be addressed. *Include letters, petitions, news articles, or other documents evidencing opposition in the Attachments section.*

The development of The Plan for the High Line Canal included engagement with over 5,000 residents across the region, providing far-reaching input about ways to enhance the Canal. Aurora PROS partnered with Arapahoe County Open Spaces and the High Line Canal Conservancy to develop both the Community Vision Plan and The Plan. Improved access to the Canal as one of the most important themes in The Plan and the Northeast reaches of the Canal highly prioritized activation and amenities.
Since 2019, the Conservancy piloted a collaborative and community-centered approach to engagement that, in recent years, has been replicated across the Northeast to cultivate meaningful involvement of local youth and their families, community leaders, and partner organizations that represent the diverse populations of the Northeast. Deep community engagement through the community-centered design approach ensures that all communities along the Canal engage in and co-lead the design of trail enhancements by establishing a community feedback structure that cultivates local leadership and decision-making.
Public engagement for the Granby Ditch trail improvements has occurred at two scales: a comprehensive effort across the northeast reach of the High Line Canal and site-specific engagement tied to the Laredo Highline neighborhood.
Overall Engagement
Outreach efforts for the Conservancy's GOCO-funded north Aurora initiative have reached over 55,000 people via postcards, social media, newsletters, and other channels. Formal feedback was received from more than 770 individuals through surveys and polls, and 305 people were engaged in person at community events. Partners have included local schools, libraries, rec centers, and places of worship, as well as organizations including Environmental Learning for Kids, Girl Trek, Groundwork Denver, Metro Denver Nature Alliance, Outdoor Afro, Promotores Verdes, Sand Creek Greenway, Spirit of the Sun, YES Coalition, and Mile High Youth Corps.
Feedback showed significant support for Canal improvements, especially for shade, seating, and safer access—top priorities in the Laredo Highline neighborhood.
In addition, in April 2024, the Conservancy hosted a community cleanup and engagement event with the Aurora Police Department to help build trust between neighbors and law enforcement and address safety concerns raised by residents. This event and ongoing outreach allowed for meaningful dialogue about both safety and design elements of the project.

Through continued engagement into 2024 and early 2025—including City Council town halls and meetings—150 additional residents have been reached with project information and design updates, reinforcing public awareness and ensuring community voice in shaping the final design.
Opposition and Response
Three neighbors living adjacent to the Canal near the Granby Ditch have expressed concern about the project, particularly regarding elements in the original master plan such as a shade structure and a land bridge crossing. These concerns focused on potential misuse by unhoused individuals and increased unauthorized motorized vehicle access. In response to this feedback, these two elements were removed from the final design, and Aurora PROS and the Conservancy continue to work with community members and City Council to address concerns and maintain support for the remaining project components.

Question 7*

How much of your planned cash match is secured? If applicable, what are your plans for raising additional funds? Describe cash and in-kind match partnerships established for the project. Explain if partnerships were not possible or necessary for this project. *Include partner support letters in the Attachments section and include match from partners on the Budget Forms. Joint Project recipients are responsible for project cost overruns.*

All matching funds have been secured from the Conservancy's GOCO grant, including construction funding, interpretive signage design, fabrication and installation as well as funding for contracted construction oversight and construction administration. The Conservancy's GOCO grant will also support Conservancy staff time and project management being contributed to the project in-kind. The Conservancy has also invested significant funds raised from a private foundation in staff time to manage the design and community engagement process as well as design costs associated with advancing the designs to 95%.

Question 8*

Describe any scenic, historic, or cultural values associated with the project site. Will they be preserved or restored? Discuss specific natural resources at the site (including habitat, water, wildlife, and vegetation) and impacts to these resources as a result of this project. If applicable, discuss environmental sustainability benefits of this project (such as energy or water conservation, water quality improvement, etc.).

The High Line Canal has significant historic value as a remnant of Aurora's agricultural heritage. The project will preserve the historic High Line Canal channel while providing opportunities to educate the local community about the Canal's history and its importance to the growth of Aurora. The Canal also forms an important habitat for wildlife and vegetation, providing a green spine for animals to move throughout the city. Natural resource restoration will enhance habitat for birds, insects, and small mammals while the stepping stones will limit the disruption of vegetation in the Canal channel.

This project will lay the groundwork for future engagement in this community, including educating local residents about the Canal's transition from irrigation facility to stormwater management system. This is particularly important in north Aurora, where irrigation water has not been delivered for over twenty years. This lack of water has taken a toll on the tree canopy, and Aurora now has the least dense tree canopy of any jurisdiction along the Canal.

Question 9*

Discuss ownership and legal access at the proposed project site. Detail any third-party rights, easements, or other encumbrances that exist.

Arapahoe County owns this portion of the High Line Canal and, jointly with Denver Water, will license these improvements. Denver Water delegates maintenance of the trail corridor to Aurora PROS through a recreational lease agreement. Access to the site will be coordinated with Arapahoe County and Denver Water.

Question 10*

Describe long-term plans for maintaining the project. Who will be responsible for maintenance? Estimate annual costs to maintain the site, and explain how maintaining this project site affects your agency's budget.

Aurora PROS will be responsible for maintenance of the site improvements and the Conservancy will be responsible for maintaining signage and benches. The site improvements maintenance cost will be considered and included in the annual operating budget and is documented in an executed funding agreement between Aurora PROS and the Conservancy. The Conservancy estimates that bench and sign

maintenance will cost approximately $200 per year to remove graffiti and provide touch ups. These signs are a part of a significant sign package being installed across the Canal and represent a small percentage of the overall sign package implementation.

Question 11*

If applicable, describe how this project will address inclusivity per Americans with Disabilities Act guidelines.

Aurora PROS and the Conservancy are committed to universal design and ensuring that site improvements are available to people of all abilities. The High Line Canal can be a great resource for people of varied abilities, as the trail has very little slope and the concrete path provides a high level of accessibility. Additional site amenities, such as natural elements, signage and seating will all be compliant with ADA guidelines.

Question 12*

If successful in obtaining Joint Project funding, how will the agency use this project to inform citizens about the value of the Arapahoe County Open Space Sales and Use Tax? Discuss plans for public outreach, signage, celebration, dedication, etc. *You are required to inform the County of any press about the project and any related events (ribbon cutting ceremonies, etc.). Additionally, acknowledgement of County support must be included in any press about the project.*

This project will acknowledge the value of the Arapahoe County Open Space Sales and Use Tax in several ways and highlight the County's key role as the owner of the Canal. All outreach and engagement materials will recognize Aurora PROS, Arapahoe County Open Spaces, GOCO, and the High Line Canal Conservancy. Temporary and permanent signage promoting improvements in the neighborhood will recognize all partners. Arapahoe County Open Spaces will have the opportunity to play a central role in any project related events.

Attachments

Attachment 1: Evidence of Support from Highest Authority*

Please attach evidence of support from the agency's highest authority (official letter or resolution) as a PDF document. At a minimum, this document must include: project title, amount of grant funds requested, statement that matching funds are secured and/or efforts to secure funds are underway (include the amount of matching funds committed), and certification that the project will be open to the public or serve a public purpose upon completion. *A sample resolution is available on the Open Space website.*

Please name your file as follows: *Applicant_SupportfromHighestAuthority.pdf*

SIGNED GranbyDitch_Applicant_SupportHighestAuthority.pdf

Attachment 2: Evidence of Community Support

Please attach letters of support from users, working groups, community members, volunteers, schools, etc. (maximum of 5) as a single PDF document. Letters should be dated within the last 6 months.

Please name your file as follows: *Applicant_CommunitySupport.pdf*

Aurora PROS Letters of Support- Combined.pdf

Attachment 3: Documentation of Opposition

Please attach documentation of opposition as a single PDF document. If there is no known opposition to this project, please attach a page stating that this section is not applicable.

Please name your file as follows: *Applicant_Opposition.pdf*

Aurora PROS Granby Opposition.pdf

Attachment 4: Evidence of Commitment from Project Partners

Please attach evidence of commitment from project partners (such as partner support letters or commitment to provide cash/in-kind match) as a single PDF document. There is no maximum allowable number of partner support letters. If there are no partners for this project, please attach a page stating that this section is not applicable.

Please name your file as follows: *Applicant_PartnerCommitments.pdf*

Aurora PROS Granby_Partner Support.docx.pdf

Attachment 5: Primary Project Photo*

Please attach one high resolution photo in JPG format. Please choose the photo that provides the best overall representation of your project. This photo will be used for presentations and/or publications.

Please name your file as follows: *Applicant_PrimaryPhoto.jpg*

Aurora PROS Granby Ditch Open Space Photo.pdf

Attachment 6: Photos

Please attach photos of existing conditions at the project site (including captions) as a single PDF document. Include conceptual drawings if applicable.

Please name your file as follows: *Applicant_Photos.pdf*

Aurora PROS Granby Ditch Open Space and Overlook photos.pdf

Attachment 7: Maps*

Please attach a site map and a vicinity map as a single PDF document.

Please name your file as follows: *Applicant_Maps.pdf*

Aurora PROS Granby maps.pdf

Attachment 8: Other Attachments

Please attach additional supporting documentation (news article, cost estimate, appraisal, title commitment, etc.) as a single PDF document.

Please name your file as follows: *Applicant_ OtherAttachments.pdf*

NAuroraCIZ_Engagement Summary_2023-2024.pdf

Confirmation

Please click the "I Agree" button below to certify that your application is complete and ready to submit. Once submitted, applications are final and cannot be returned.*

I agree

File Attachment Summary

Applicant File Uploads

- SIGNED GranbyDitch_Certification and Authorized Signature Form.pdf
- Aurora PROS Granby_Project Timeline Form.pdf
- AuroraPROS Granby_BudgetForm (2).pdf
- SIGNED GranbyDitch_Applicant_SupportHighestAuthority.pdf
- Aurora PROS Letters of Support- Combined.pdf
- Aurora PROS Granby Opposition.pdf
- Aurora PROS Granby_Partner Support.docx.pdf
- Aurora PROS Granby Ditch Open Space Photo.pdf
- Aurora PROS Granby Ditch Open Space and Overlook photos.pdf
- Aurora PROS Granby maps.pdf
- NAuroraCIZ_Engagement Summary_2023-2024.pdf

ARAPAHOE COUNTY
OPEN SPACES

Certification and Authorized Signature Form

Please attach this form to grant and joint project applications submitted through the Arapahoe County Open Spaces Online Grant Portal.

By signing this form, I certify that:

- **The information included in this application is true to the best of my knowledge.**
- **If funded, the applicant commits to completing the proposed project.**
- **If funded, the applicant accepts responsibility for any cost overruns necessary to complete the project.**
- **If funded, the completed project will be open to the public or will otherwise serve a public purpose.**
- **If funded, the applicant agrees to maintain the completed project site or to continue its maintenance agreement with a partner agency as outlined in the application.**
- **I am authorized to sign on behalf of the applicant.**

Jason Batchelor _____ 11/05/2025

Authorized Signature (highest authority in agency or authorized individual) Date

Jason Batchelor, City Manager, City of Aurora, CO
Printed Name and Title

Granby Ditch Open Space & Overlook
Grant Project or Joint Project Name

Applicant: _____City of Aurora_____ Project Title: _Granby Open Space and Overlook

ARAPAHOE COUNTY OPEN SPACES

Joint Project Timeline Form

Use the sample timeline below as a guide to complete your proposed project timeline. Rows or columns may be added as necessary to include any milestones specific to your project. Timeline must be detailed, realistic, and coincide with details provided in the narrative portion of the grant application. Timeline must conclude within two years of project start date.

Task	2026											2027					
	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J
Grant Award Notification	■																
IGA Executed/Project Start Date		■															
Project Bid Award(s)			■	■													
Construction					■	■	■	■	■	■	■	■	■	■	■	■	
Grand Opening																	■
Final Report																	■

Updated 6.22.2020

Summary Budget Form - STANDARD Grants (25% minimum cash match)

Source of Funds	Date Funds Secured	Grant Request	Cash Match	Total Project Funds
Arapahoe County Open Spaces Grant		$95,000		**$95,000**
Applicant Cash Match	4/14/2025		$27,000	**$27,000**
High Line Canal Conservancy Partner Match	3/15/2024		$68,000	**$68,000**
Totals		***$95,000***	***$95,000***	**$190,000**

MATCH REQUIREMENTS

Total Project Cost:	**$190,000.00**
Cash Match % Required:	**50%**
Required Cash Match Amount	**$95,000.00**
Project Cash Match Budgeted:	**$95,000.00**

Minimum Met? Y or N

Applicant: Aurora Parks, Recreation and Open Space

Project Title: Granby Ditch Overlook

** Please do not include in-kind match on the Budget Forms. Describe in-kind match in the budget narrative and project narrative.*

DETAILED EXPENSE WORKSHEET

	Budget Category	Line Item Detail Description	ACOS Grant	Grantee Cash Match	Partner Cash Match	TOTAL
	Design	Design of Site Improvements			$15,000.00	$15,000.00
	Construction Admin	Construction Oversight and Administration			$5,000.00	$5,000.00
	Construction	Construction of Site Improvements	$95,000.00	$27,000.00		$122,000.00
	Design	Design of Interpretive Features			$8,000.00	$8,000.00
	Construction	Fabrication and Installation of Interpretive Features			$40,000.00	$40,000.00
						$0.00
						$0.00
						$0.00
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TOTALS			**$95,000.00**	**$27,000.00**	**$68,000.00**	**$190,000.00**

Applicant: Aurora Parks, Recreation and Open Space **Project Title: Granby Ditch Overlook** **Date: 11/11/25**

15151 E. Alameda Parkway
Aurora, Colorado 80012

November 5, 2025

Arapahoe County Open Spaces
Open Space and Trails Advisory Board
6934 S Lima St, Unit A
Centennial, CO 80112

Re: Joint Project Grant Application 2025

Dear Arapahoe County Open Spaces and OSTAB Members:

Please accept this letter of commitment on behalf of the City of Aurora for support of the Granby Ditch Open Space & Overlook joint project grant application. This project will add seating areas, interpretive signage, an informal Canal crossing, and enhance the native plantings with increased shrubs and trees.

Aurora is requesting $95,000 in grant funds from the Arapahoe County Open Space Tax program. The City has a secured cash match of $27,000 comprised of Great Outdoor Colorado Centennial grant funds in partnership with the High Line Canal Conservancy who have also brought $68,000 in funding. The City will be responsible for any cost overruns. Maintenance and care of the facility will be managed as part of our ongoing maintenance budget.

If awarded, an intergovernmental agreement between the City of Aurora and Arapahoe County will be required along with a city council resolution. Grant reports will be authorized by the Director of Parks, Recreation and Open Space.

By approving this grant application for $95,000, the Arapahoe County Open Space and Trails Advisory Board will contribute to the improved Canal's community awareness and ecological health. The trail is currently and will remain open to the public. Thank you for your on-going support of our parks, open space and trail system.

Sincerely,

Jason Batchelor
City Manager

May 13, 2025

Arapahoe County Open Spaces
6934 S Lima St.
Centennial, CO 80112

RE: Joint Project Grant Support for High Line Canal Projects in North Aurora

Dear Arapahoe County Open Spaces,

On behalf of the High Line Canal Northeast Community Committee, we are writing in strong support of the joint project grant applications submitted by the High Line Canal Conservancy and the City of Aurora for the Granby Ditch Overlook, Laredo Elementary Outdoor Classroom, and Triple Creek Trailhead Site Improvements.

Our committee represents over 15 neighborhoods in Northeast Denver, Aurora, and unincorporated Arapahoe County. Formed in 2022, we serve as a trusted bridge between the High Line Canal Conservancy and our communities—ensuring that trail improvements are shaped by local voices and benefit those historically underrepresented in outdoor spaces. These three projects are direct results of an inclusive, community-centered design process. As members of the committee, we've played an active role in shaping the priorities and designs for these sites. Each project reflects our collective vision to activate the Canal as a safe, healthy, and accessible green space for our youth, families, and elders:

- Granby Ditch Overlook will transform a part of the trail into a natural refuge with interpretive signage, natural seating, and plantings.
- Laredo Elementary Outdoor Classroom will connect students and neighbors to the Canal through a shade structure, safe crossings, and meaningful educational opportunities.
- Triple Creek Trailhead Site Improvements will deliver long-awaited enhancements to a key regional access point, including natural elements, bike skills features, and interpretation.

Together, these projects address the priorities we've consistently elevated: safe access, ecological restoration, cultural interpretation, and joyful use of the Canal for all. They advance equity in public space and demonstrate how public-private partnerships can meet the needs of communities who have been historically underserved.

We are grateful for Arapahoe County Open Spaces' past support and urge you to invest in these community-backed projects. They will deliver visible, lasting impact for the neighborhoods we call home.

Sincerely,

The High Line Canal Northeast Community Committee

Leslie Brown
Calvin Ann Evans
Nelson Holland
Debi Hunter Holen
Cynthia Armendáriz-Maxwell
Laura Morales
Adolfo Romero
Vanessa Salinas

Arapahoe County Open Spaces
6934 S Lima St
Centennial, CO 80112

November 10, 2025

Dear Arapahoe County Open Spaces,

I am writing to support for the High Line Canal improvements near the Granby Ditch Open Space in Aurora. I have lived in Aurora most of my life and as someone who loves the outdoors and staying active, the High Line Canal is one of my favorite places to explore nature in the city.

The improvements that are proposed at the Granby Ditch Open Space are exciting and will offer welcoming benefits to trail users and neighbors alike. This spot on the canal is especially beautiful, and the boulder overlook will provide trail users and neighbors a spot to sit and enjoy the view. The educational signage, benches and new plants will provide more reasons to spend time visiting the trail as well.

Please consider funding this very worthwhile project with Arapahoe County funds.

Sincerely,



Sofia Reyes
sore2489@colorado.edu
21925 E Rowland Dr. Aurora, CO, 80016

November 8, 2025

Arapahoe County Open Spaces
6934 S Lima St.
Centennial, CO 80112

RE: Letter of Support for High Line Canal Improvements in North Aurora

Dear Board members,

I am thrilled to offer my strong support for the High Line Canal Conservancy and City of Aurora's proposed improvements at the **Granby Ditch Overlook** and **Laredo Elementary Outdoor Classroom**.

As a local resident, fitness enthusiast and certified coach, I've actively engaged with the Conservancy for several years, discovering the High Line Canal, especially in Aurora. These projects are critical to improving bike and pedestrian access, trail safety, and overall user experience on this beautiful regional trail corridor.

- The **Granby Ditch Overlook** will provide an informal trail connection in an area with a well-used social path, with natural seating and signage that enhances awareness and community pride.
- The **Laredo Elementary Outdoor Classroom** creates an exciting opportunity for students to safely access the trail by replacing an aging neighborhood bridge that provides access for walking and biking to school. The addition of an outdoor classroom adjacent to the trail promotes youth connection and appreciation of the outdoors and our natural world.

These projects have been shaped by neighbors' involvement and reflect real priorities from local residents and advocacy groups. I personally think they will make a difference in the community and make a statement that the High Line Canal is for the community that can access and enjoy it.

I urge you to support funding for these important trail improvements.

Sincerely,

Claudia Navarro

Claudia Navarro
Aurora Resident
(720) 698-0698

MADE WITH Scanner App

November 11, 2025

Arapahoe County Open Spaces
6934 S. Lima Street
Englewood, CO 80112

Dear Arapahoe County Open Spaces staff,

I am writing to share my support for the High Line Canal improvements in North Aurora.

As someone who loves the outdoors and staying active, the High Line Canal is a wonderful place to explore and enjoy nature, right in the middle of the city. I first discovered the trails and the canal as a teenager in the late 80's/early 90's and I would love to see it continue to be preserved and enjoyed by myself and others for many more years to come.

The improvements that are proposed at the Granby Ditch Open Space are exciting and will offer welcoming benefits to trail users and neighbors alike. The steppingstones across the canal will provide a fun way to cross over to the trail. The interpretive educational signage, benches and new plants will certainly enhance the area around an already beautiful open space. All of these things will improve and beautify this section of the Canal and potentially bring more people of all ages out to enjoy the trail.

Thank you for your consideration of this funding request and for your support of parks, open spaces, and trails in Arapahoe County.

Sincerely,



Cheri Roberts

HIGH LINE CANAL
CONSERVANCY

TO: Arapahoe County Open Spaces

FROM: High Line Canal Conservancy

DATE: November 10, 2025

SUBJECT: Documentation of Opposition- Granby Ditch Open Space

The Granby Ditch Open Space and Overlook is supported by neighboring community. Ongoing public outreach and engagement has occurred since 2019 to keep the community informed and invested in the goals of the site.

Opposition and Response
In 2024, three neighbors living adjacent to the Canal near the Granby Ditch have expressed concern about the project, particularly regarding elements in the original master plan such as a shade structure and a land bridge crossing. These concerns focused on potential misuse by unhoused individuals and increased unauthorized motorized vehicle access. In response to this feedback, these two elements were removed from the final design. Aurora PROS and the Conservancy continue to work with community members and City Council to address concerns and maintain support for the remaining project components.

Sincerely,

Josh Phillips, Senior Director of Planning and Implementation
High Line Canal Conservancy

4010 E Orchard Rd | Centennial, Colorado 80121 | 720.767.2452 highlinecanal.org

HIGH LINE CANAL CONSERVANCY

TO: Arapahoe County Open Spaces

FROM: High Line Canal Conservancy
Amy Daley, Chief Finance and Administrative Officer

DATE: November 11, 2025

SUBJECT: Support for the Granby Ditch Project

The Conservancy is partnering with Aurora Parks, Recreation and Open Spaces (Aurora PROS) on design and construction of the Granby Ditch Improvement Project. The Conservancy has secured $95,000 from Great Outdoors Colorado and private donations for the project as described in the joint project request. The Conservancy will spend $23,000 on project design and engineering to prepare documents for bidding. A funding agreement, signed by both parties, has been executed to transfer $67,000 to Aurora PROS for project construction. An additional $5000 has been allocated for Project Management.

The opportunity to further enhance the High Line Canal in North Aurora is an exciting opportunity for the Conservancy and Aurora PROS. We appreciate the consideration of Arapahoe County Open Spaces to support the implementation of this project.

Sincerely,

Amy Daley, Chief Financial and Administrative Officer
High Line Canal Conservancy



304

High Line Canal at Granby Ditch

Photo credit: Evan Anderman

Granby Ditch Open Space and Overlook

Aurora PROS Joint Project Request, November 11, 2025



High Line Canal at Granby Ditch-looking south



High Line Canal at Granby Ditch-social trail



Concept Plan- Granby Ditch Overlook



High Line Canal at Granby Ditch-looking north

KEY MAP



NOTES:
1. STAKE IMPROVEMENTS FOR REVIEW BY OWNER'S REPRESENTATIVE PRIOR TO ANY CONSTRUCTION.
2. SEE STORMWATER MANAGEMENT PLAN FOR EROSION CONTROL MEASURES.
3. COORDINATE W/ OWNER'S REPRESENTATIVE FOR LOCATION OF SITE FURNISHINGS AND LANDSCAPE BOULDERS.

0 5' 10' 20'

SCALE: 1" = 10'

LEGEND

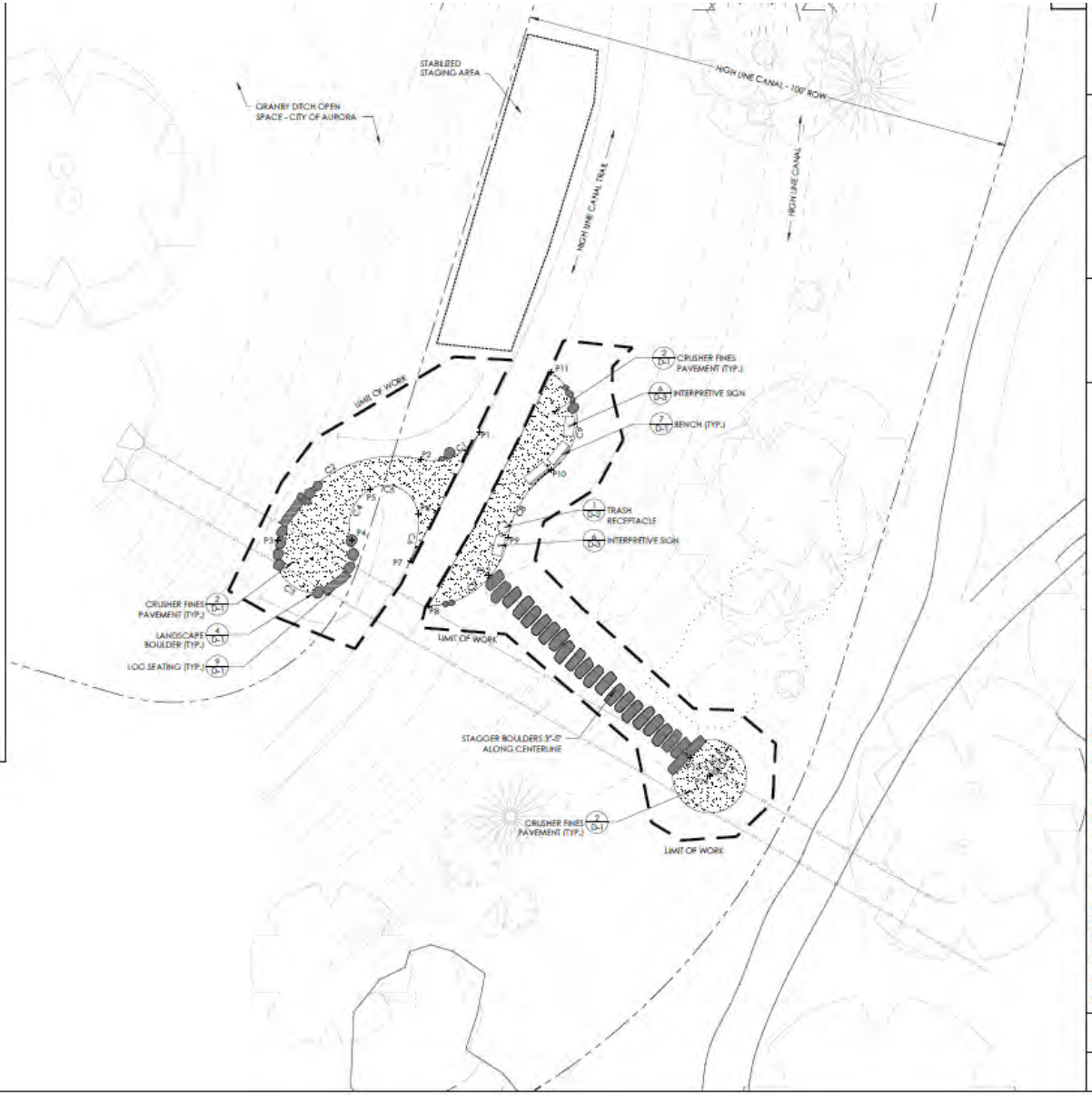
CRUSHER FINES PAVEMENT

POINT DATA

PT	DESCRIPTION	NORTHING	EASTING
P1	EDGE OF CRUSHER FINES AT EXISTING CONCRETE	51052.77	48824.31
P2	EDGE OF CRUSHER FINES AT POINT OF CURVATURE	51067.19	48812.25
P3	EDGE OF CRUSHER FINES AT POINT OF CURVATURE	51030.67	48780.70
P4	EDGE OF CRUSHER FINES AT POINT OF CURVATURE	51030.65	48798.27
P5	EDGE OF CRUSHER FINES AT POINT OF CURVATURE	51041.06	48832.01
P6	EDGE OF CRUSHER FINES AT POINT OF CURVATURE	51036.03	48811.70
P7	EDGE OF CRUSHER FINES AT EXISTING CONCRETE	51026.95	48810.98
P8	EDGE OF CRUSHER FINES AT EXISTING CONCRETE	51017.29	48815.85
P9	EDGE OF CRUSHER FINES AT POINT OF CURVATURE	51031.32	48830.10
P10	EDGE OF CRUSHER FINES AT POINT OF CURVATURE	51044.99	48838.90
P11	EDGE OF CRUSHER FINES AT EXISTING CONCRETE	51064.82	48838.84
P12	CENTERLINE OF BOULDERS	51023.48	48806.12
P13	CENTERLINE AT BOULDERS	50986.38	48807.13
P14	CENTER OF 7.5' RADIUS	50982.70	48871.11

CURVE DATA

CR	DESCRIPTION	TOTAL ANGLE	ARC LENGTH	RADIUS
C1	OUTSIDE EDGE OF CRUSHER FINES PAVEMENT BETWEEN P1 & P2	74.02	14.27	11
C2	OUTSIDE EDGE OF CRUSHER FINES PAVEMENT BETWEEN P3 & P4	86.82	37.89	25
C3	OUTSIDE EDGE OF CRUSHER FINES PAVEMENT BETWEEN P3 & P4	258.05	20.45	8
C4	OUTSIDE EDGE OF CRUSHER FINES PAVEMENT BETWEEN P4 & P5	85.12	13.03	8.5
C5	EDGE OF CRUSHER FINES PAVEMENT BETWEEN P5 & P6	154.21	12.96	8.5
C6	EDGE OF CRUSHER FINES PAVEMENT BETWEEN P6 & P7	88.76	16.68	10
C7	OUTSIDE EDGE OF CRUSHER FINES PAVEMENT BETWEEN P8 & P9	78.35	23.25	17
C8	OUTSIDE EDGE OF CRUSHER FINES PAVEMENT BETWEEN P9 & P10	45.53	16.69	21
C9	OUTSIDE EDGE OF CRUSHER FINES PAVEMENT BETWEEN P10 & P11	83.29	17.44	12



SUBMITTALS

ARCHITERRA GROUP
3851 south adams street
littleton, colorado 80235
303.985.0766 fax 540.0977
www.architerragroup.com

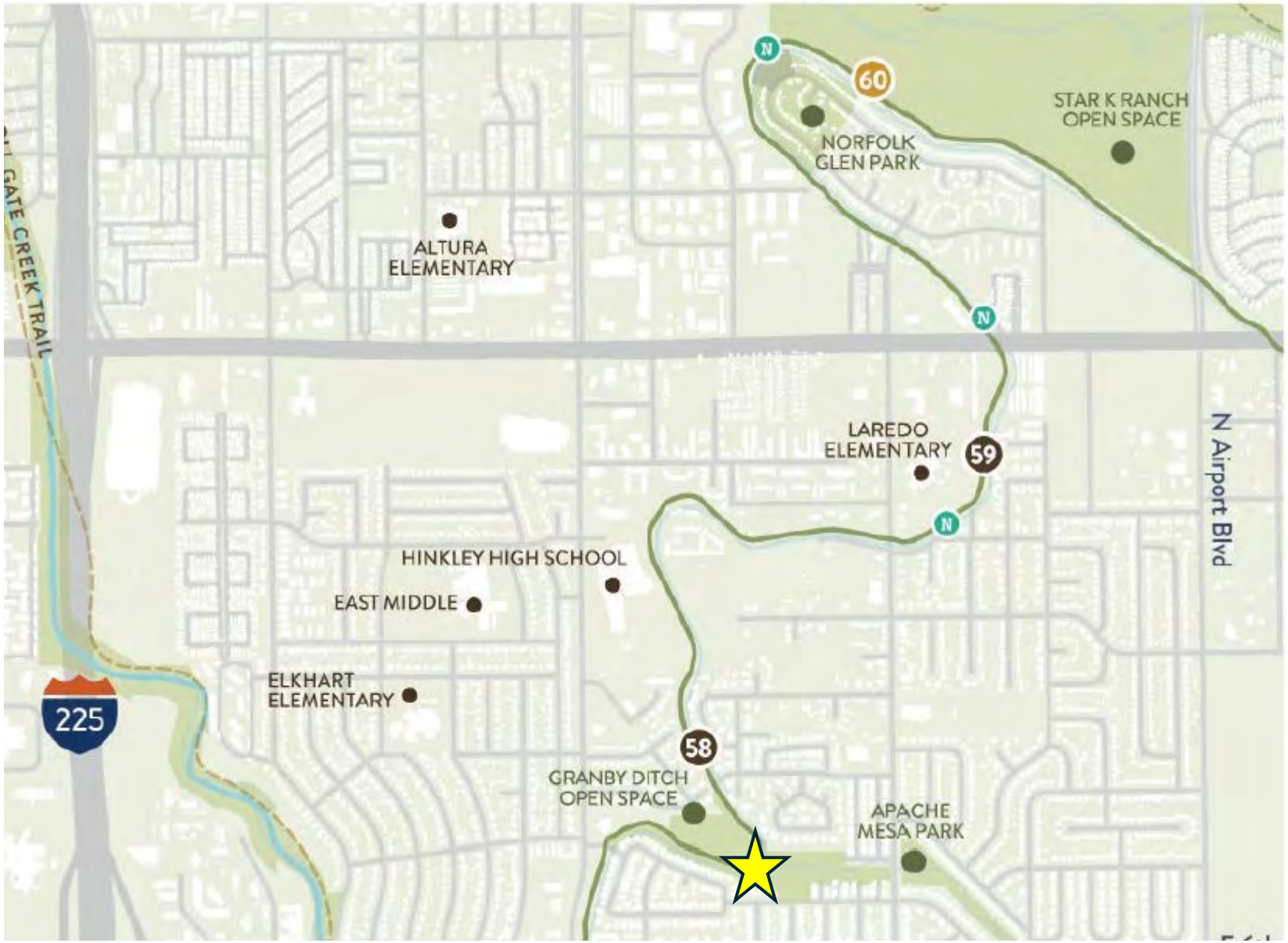
GRANBY DITCH ACTIVATION AREA

LAYOUT AND MATERIALS PLAN

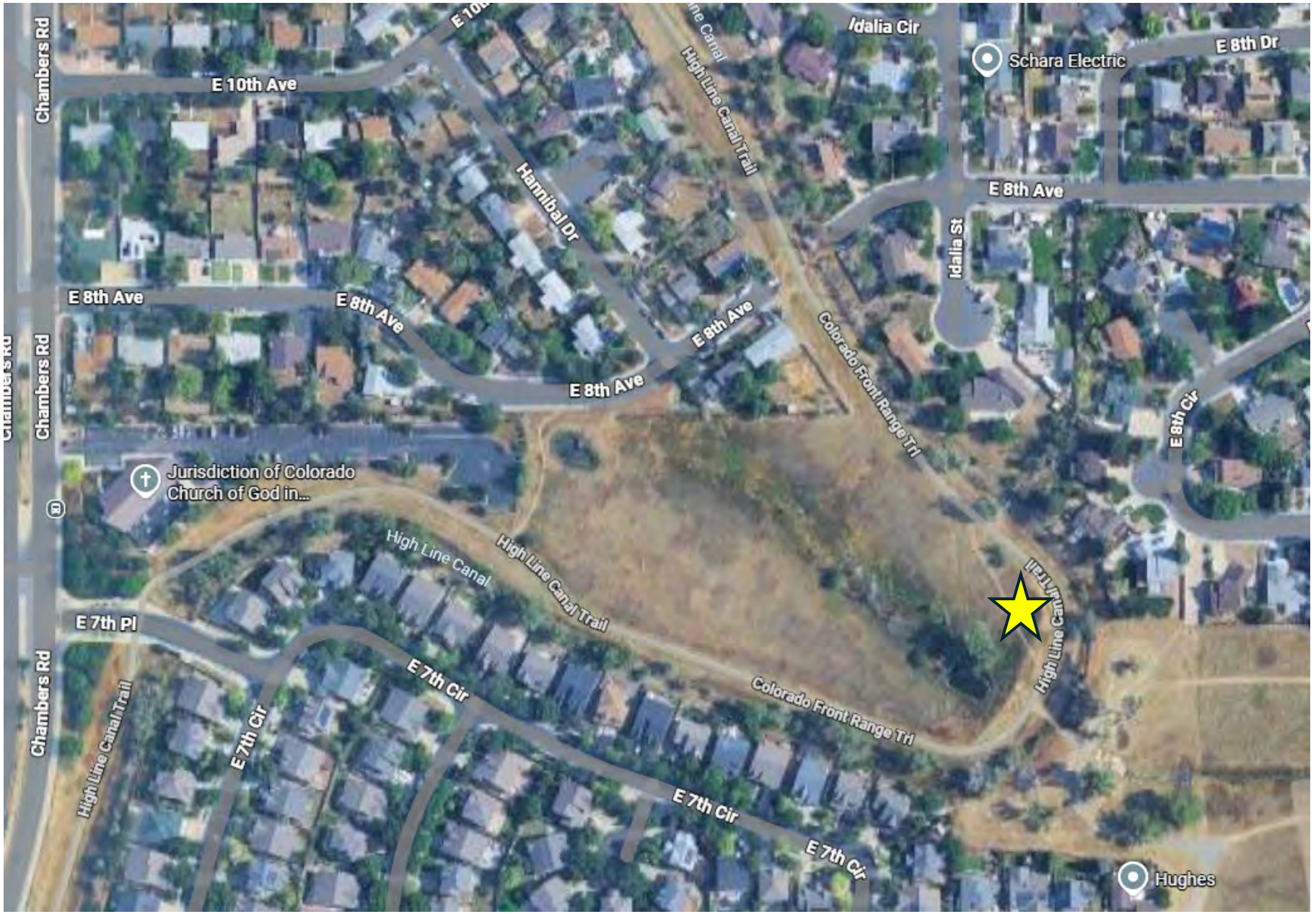
HIGH LINE CANAL - IMPROVEMENT AREAS
HIGH LINE CANAL CONSERVANCY - AURORA, COLORADO

GD-2

SHEET 3



Granby Ditch Open Space and Overlook- Vicinity Map



Granby Ditch Open Space and Overlook- Site Map

Speak Up for the Canal

High Line Canal Northeast Community Engagement, 2016 - 2024

HIGH LINE CANAL CONSERVANCY

ENGAGEMENT TIMELINE

- **2016** — Community Vision for the High Line Canal
- **2017** — Northeast Community Programming
- **2019** — Plan for the High Line Canal
- **2021** — Laredo Highline Canal Improvements
- **2022 - 2024** — Community-centered design

TOTAL REACH

1,500,000 reach through media & mailings

10,000 people engaged across the region

4,000+ youth engaged

1,500+ total surveys

100+ community input events

2022-2024 NORTH AURORA

FEEDBACK REACH

55,000+ total through mailings, social media, newsletters & more

770 formal feedback responses

305 people engaged at community events

WHAT ELSE WE HEARD

- Prioritize wayfinding signage
- More bathrooms and trash cans
- Maintenance of grass and vegetation along the trail
- Trees are desired for shade
- Safer trail access and connectivity needed at Colfax Ave. intersections & Airport Blvd.
- Improved crossings needed at most access points
- Concerns about personal safety & use of Canal for camping
- Prevent unauthorized vehicles on the trail
- Excitement for new and improved neighborhood access points

KEY TAKEAWAYS

NATURE + NATURAL ENVIRONMENT

Water

Natural Vegetation/ Habitat/Plants & Trees



"Maintain the natural setting with cottonwoods and the wildlife corridor!"

SAFETY + CONNECTIVITY

"I feel safe when the trail is far from any stress and I know my kids can run free. And I don't feel safe when the trail comes to a street and there are not stop signs or pedestrian light that makes it safe for us to cross."

Access + Parking

RECREATIONAL + EDUCATIONAL OPPORTUNITIES

Signage

Gathering Spaces

Play Areas

"I know that there are a few areas where the school uses the High Line Canal and the property around it for education and for kids to be able to get outside and play."

ACCESS, AWARENESS + ACCESSIBILITY



Shade

Benches + Seating

Signage

Access

Parking

Restrooms

"A big reason that I love the trail is because in most places that I've been on the trail there is a dirt or crusher-fined jogging path next to the paved path. So wherever the trail is going to be built out in the future, or wherever that enhancement could be made, to continue having both a paved and a dirt or gravel surface would be awesome."

STEWARDSHIP + MAINTENANCE

"More community cleanups and trash pickups."

Natural Vegetation/ Habitat/Plants & Trees

Water



CITY OF AURORA
Council Agenda Commentary

Item Title: Havana Sidewalk Colorado Department of Transportation (CDOT) Intergovernmental Agreement (IGA) Amendment (Resolution)
Item Initiator: Megan Cox, Program Coordinator, Public Works
Staff Source/Legal Source: Cathleen Valencia, Manager of Project Delivery Services, Public Works / Michelle Gardner, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.2--Reduce travel time and reduce congestion and provide expanded multi-modal mobility choices

COUNCIL MEETING DATES:

Study Session: 3/23/2026

Regular Meeting: 4/6/2026

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated Presentation/discussion time for Study Session

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

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as proposed at Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as proposed at Regular Meeting

☐ Information Only

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Transportation, Airports & Public Works

Policy Committee Date: 2/24/2026

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.)*

At the June 6, 2022 meeting of the Transportation, Airports, and Public Works Policy Committee, staff presented grant applications for three proposed projects to go to the DRCOG Sub-Regional TIP forum for the 2022 Call 2 on June 24, 2022. The Sidewalk Multimodal Access Improvements grant application was among the projects proposed and subsequently supported by the Committee.

At the October 27, 2022 meeting of the Transportation, Airports and Public Works Policy Committee, staff provided an update on the applications that were submitted on the grant applications that were submitted to the DRCOG Sub-Regional TIP forum for 2022 Call 2 on June 24, 2022. It was reported that the Sidewalk Multimodal Access Improvements grant application was successful.

At the March 31, 2023 meeting of the Transportation, Airports, and Public Works Policy Committee, the funding IGA for the Sidewalk Multimodal Access Improvements project was presented. The Committee forwarded the item to the next available Study Session with the recommendation of approval.

At the February 24, 2026 meeting of the Transportation, Airports, and Public Works Policy Committee, the funding IGA amendment for the Sidewalk Multimodal Access Improvements project was presented. The Committee forwarded the item to the next available Study Session with the recommendation of approval.

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

The City of Aurora applied for a DRCOG 2022-2027 Transportation Improvement Program (TIP) Call 2 Arapahoe County Subregional Forum Project Application grant, administered by the Colorado Department of Transportation (CDOT). Funds from this program are distributed to projects that are expected to improve safety, mobility, and travel for users in the City.

Staff identified improvements at various locations in need of sidewalk connections to improve multimodal access and transit facilities throughout the City.

The grant application was submitted in June 2022 and the City was notified that the application for the Project were selected for funding in September 2022. The Project was submitted with a local match of 20% for the project budget of $6,176,000. These contributions are noted in the "Original IGA" funding table below.

The Project originally included 3 locations in the City: Havana St. from Montview Blvd. to 13th Ave., Havana St. from 4th Way to 1st Ave., and Yale Ave. from Peoria St. to Xanadu Way.

Public meetings to present the project and obtain feedback were held on October 22, 2024 (Martin Luther King Jr Library), December 9, 2024 (Dam East HOA), and May 12, 2025 (Dam East HOA).

In June 2025 a survey was sent to localized areas surrounding the Project site to obtain feedback on Project support. Survey results showed that 72% of respondents do not support the construction of the Yale sidewalk from Peoria St to Xanadu Way. 75% of survey respondents live in the Dam East neighborhood which is adjacent to the Project site.

In June of 2025, DRCOG was notified by CDOT of upcoming federal funding reductions in the amount of approximately $10 million dollars. DRCOG made the request to local jurisdictions to 1) voluntarily cancel their Project outright, 2) take a reduction in federal funding, and/or 3) willingly increase local match so that federal funding could be reduced or eliminated. Without volunteers, DRCOG would make involuntarily reductions.

Because of the Dam East neighborhood's opposition to the Yale Avenue sidewalk segment, DRCOG request, and potential risks to other federally funded projects, the City decided that it would be beneficial to all parties to eliminate the Yale segment from the Project scope.

City staff worked with CDOT and DRCOG to approve the revised Project scope and amend the CDOT IGA. Below is the funding breakdown for the IGA amendment.

Project Funding

	Original IGA	Revised IGA	Returned Funds
Federal	$2,224,000	$2,224,000	-
Local Match	$556,000	$556,000	-
MMO	$3,088,000	$2,094,000	$994,000
Local Match	$308,000	$0	$308,000 *
Total	$6,176,000	$4,874,000	$1,302,000

*$308,000 will be returned to City local match funds

Public Works staff recommends Council approve the IGA amendment.

FISCAL IMPACT

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

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

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

N/A

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

City Match funds are budgeted in 49743 – Transportation Improvement Program Match.

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

N/A

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

N/A. Workload will be absorbed into FTE positions in Transportation Project Delivery unit of Public Works Engineering.

QUESTIONS FOR COUNCIL

Does Council support moving forward the First Amendment to Intergovernmental Agreement between Colorado Department of Transportation and City of Aurora for the Sidewalk Multimodal Access Improvements Project to the next available Regular Meeting?

LEGAL COMMENTS

Governments may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units only if such cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve. (Colo. Rev. Stat. §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)

Study Session
March 9, 2026

IGA Amendment between CDOT and the City of Aurora for Aurora Multimodal Access Improvements project

Cathleen Valencia, Transportation Project Delivery Manager, Public Works

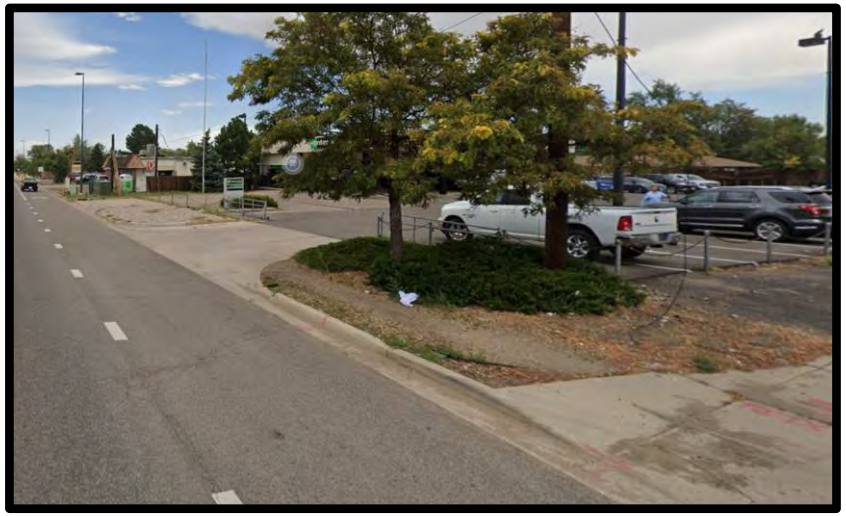
Phase II Missing Sidewalk

Scope
- Fill sidewalk gaps
- Widen substandard sidewalk
- Improve multimodal access

Funding
- Federal grant
- COA Local match

Schedule
- Design ongoing
- Construction summer 2026

Project Locations
- Havana St. from Montview Blvd. to 13th Ave
- Havana St from 4th Way to E. 1st Ave
- Yale Avenue from Peoria St to Xanadu Way (removed)

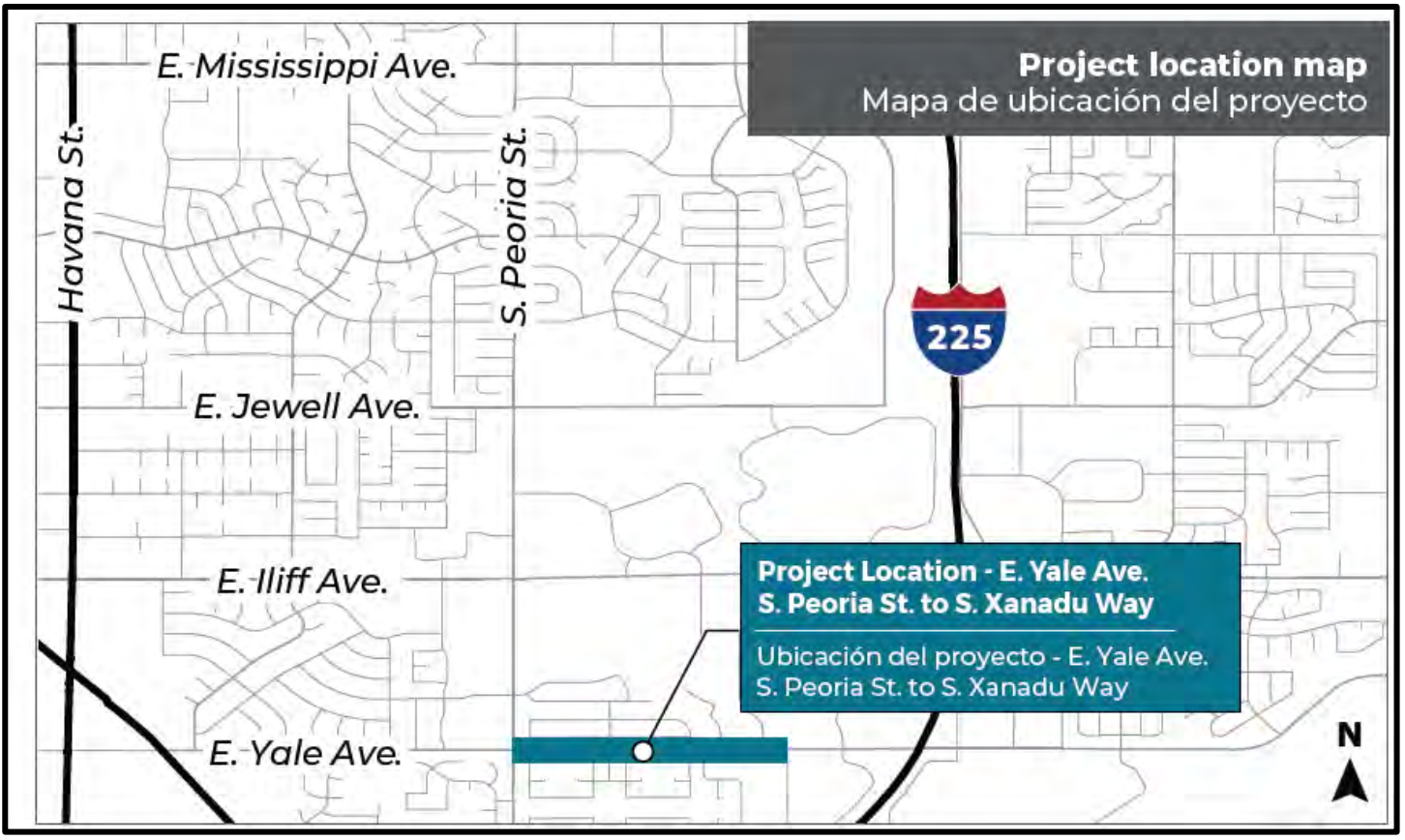


Missing sidewalk

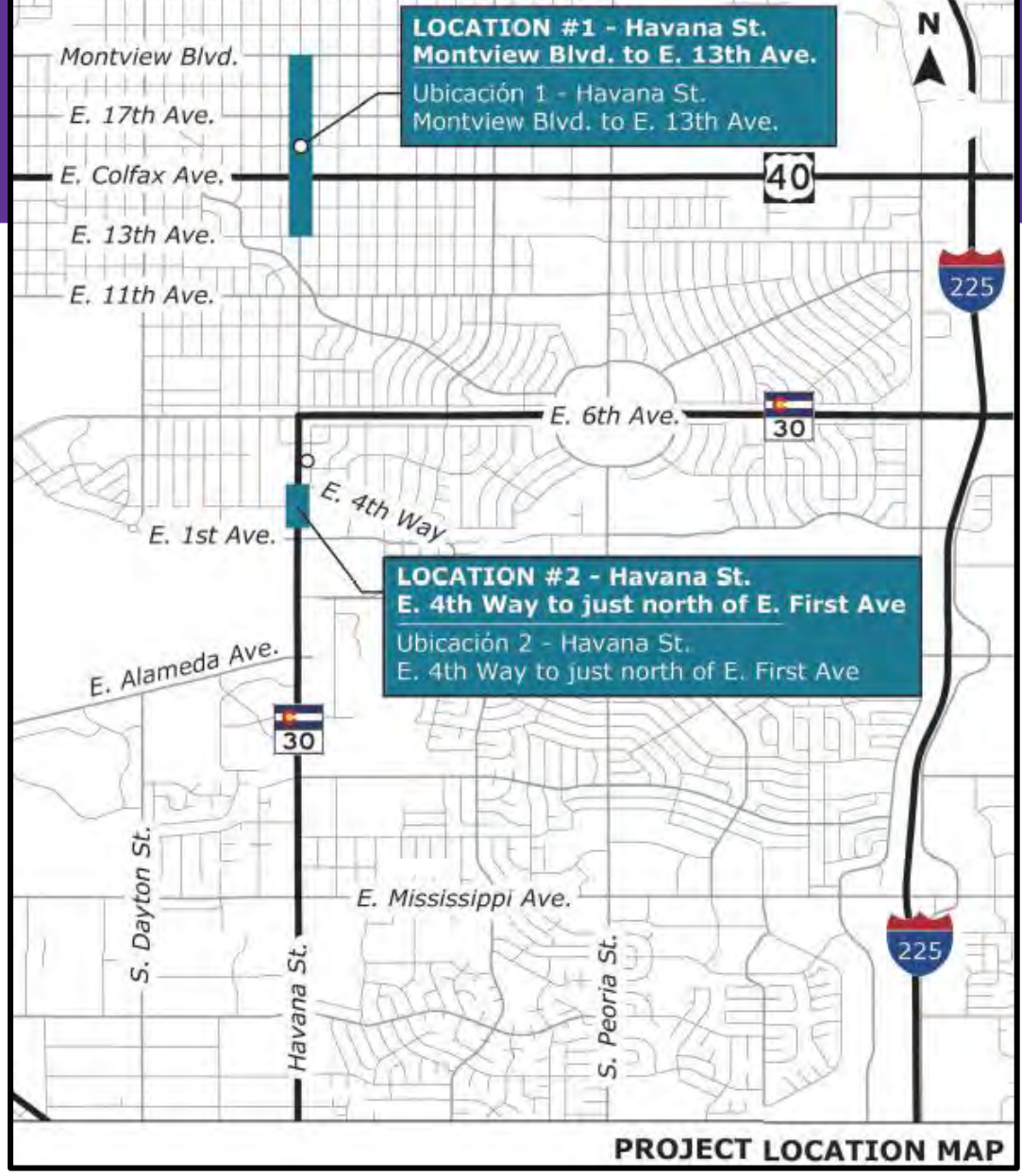


Narrow sidewalk

Project Locations



Segment to be removed from scope

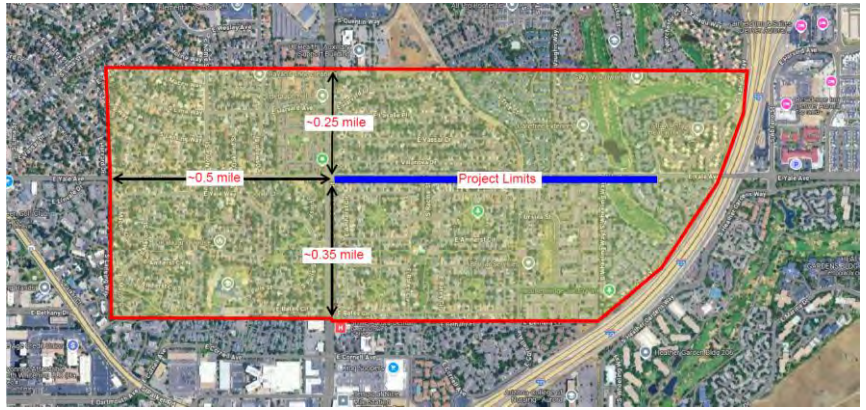


Segments to remain

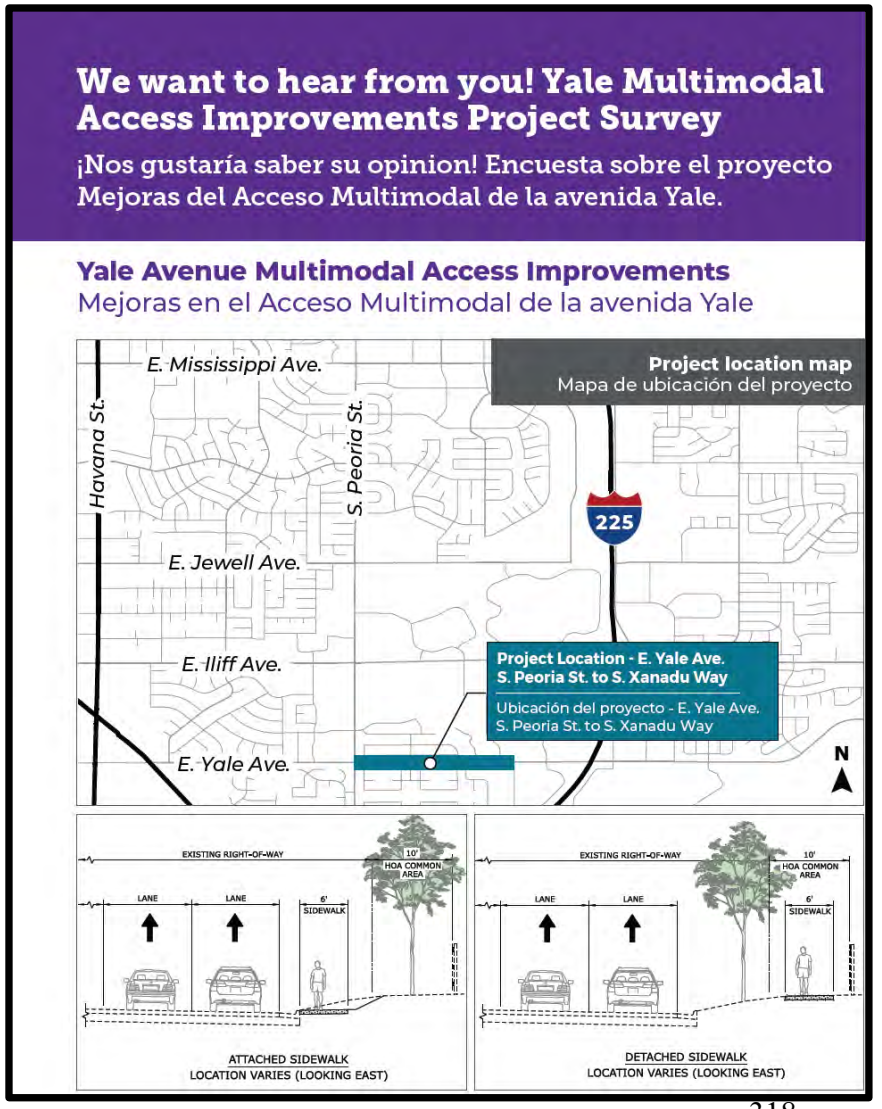
Public Outreach

Public Meetings
- October 22, 2024, at Martin Luther King Jr Library
- December 9, 2024, at Dam East HOA
- May 12, 2025, at Dam East HOA

Survey
- June – July 2025
- Sent to localized areas surrounding project site to obtain feedback on project support
- 72% of respondents do not support construction of the Yale sidewalk from Peoria St to Xanadu Way
- 75% of respondents live in the Dam East neighborhood



Survey Limits



Postcard (front)

DRCOG Request

June 2025

- CDOT notified DRCOG of upcoming $10M federal funding reduction

Local Agency Request

- Voluntarily cancel projects outright
- Take a reduction in federal funding
- Willingly increase local match to reduce or eliminate federal funds

Result

- With no volunteers DRCOG would involuntarily make reductions
- COA volunteered to return funds for Yale Ave. sidewalk segment



IGA Amendment

Project Funding

	Original IGA	Revised IGA	Returned Funds
Federal	$2,224,000	$2,224,000	-
Local Match	$556,000	$556,000	-
MMO	$3,088,000	$2,094,000	$994,000
Local Match	$308,000	$0	$308,000 *
Total	$6,176,000	$4,874,000	$1,302,000

* $308,000 will be returned to City local match funds

Does Council approve the Resolution and Intergovernmental Agreement Amendment between CDOT and City of Aurora to move forward to the next Regular Meeting?

Questions and Discussion

DocuSign Envelope ID: 7A7A339E-BF92-45E5-AEA0-45DBF4E5EBE3

STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT
Signature and Cover Page

State Agency Department of Transportation			**Agreement Routing Number** 23-HA1-XC-00043
Local Agency CITY OF AURORA			**Agreement Effective Date** The later of the effective date or February 09, 2023
Agreement Description AURORA MULTIMODAL ACCESS IMPROVEMENTS			**Agreement Expiration Date** February 08, 2033
Project # CRP M055-063 (25503)	**Region #** 1	**Contract Writer** DM	**Agreement Maximum Amount** $6,176,000.00

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement and to bind the Party authorizing his or her signature.

LOCAL AGENCY
CITY OF AURORA

DocuSigned by:
Michael Coffman
6BED1A94972549D...

By: (Mike Coffman, Mayor)

Date: 5/29/2023

STATE OF COLORADO
Jared S. Polis, Governor
Department of Transportation
Shoshana M. Lew, Executive Director

DocuSigned by:
Keith Stefanik
63C1E827D40E4B3...

Keith Stefanik, P.E., Chief Engineer

Date: 6/1/2023

Additional Local Agency Signatures
Attest:

DocuSigned by:
Kadee Rodriguez
00BEEB2D180A492...

Kadee Rodriguez, City Clerk

Date: 6/1/2023

Approved as to Form:
DocuSigned by:
Michelle Gardner
CC19ED03C0C749A...

Michelle Gardner, Sr. Assistant City Attorney

Date: 6/1/2023

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:
DocuSigned by:
Lori Copeland
BDA801C5CFAC478...

Department of Transportation

Effective Date: 6/1/2023

DocuSign Envelope ID: 7A7A339E-BF92-45E5-AEA0-45DBF4E5EBE3

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EXHIBIT A, SCOPE OF WORK
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EXHIBIT D, LOCAL AGENCY RESOLUTION
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EXHIBIT F, CERTIFICATION FOR FEDERAL-AID AGREEMENTS
EXHIBIT G, DISADVANTAGED BUSINESS ENTERPRISE
EXHIBIT H, LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES
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EXHIBIT J, ADDITIONAL FEDERAL REQUIREMENTS
EXHIBIT K, FFATA SUPPLEMENTAL FEDERAL PROVISIONS
EXHIBIT L, SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT FORM
EXHIBIT M, OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS
EXHIBIT N, FEDERAL TREASURY PROVISIONS
EXHIBIT O, AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS
EXHIBIT P, SLFRF SUBRECIPIENT QUARTERLY REPORT
EXHIBIT Q, SLFRF REPORTING MODIFICATION FORM
EXHIBIT R, APPLICABLE FEDERAL AWARDS
EXHIBIT S, PII CERTIFICATION
EXHIBIT T, CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE

1. PARTIES

This Agreement is entered into by and between Local Agency named on the Signature and Cover Page for this Agreement ("Local Agency"), and the STATE OF COLORADO acting by and through the State agency named on the Signature and Cover Page for this Agreement (the "State" or "CDOT"). Local Agency and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

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This Agreement shall not be valid or enforceable until the Effective Date, and Agreement Funds shall be expended within the dates shown in **Exhibit C** for each respective phase ("Phase Performance Period(s)"). The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Local Agency for any Work performed or expense incurred before 1) the Effective Date of this original Agreement; except as described in **§7.D**; 2) before the encumbering document for the respective phase *and* the official Notice to Proceed for the respective phase; or 3) after the Final Phase Performance End Date, as shown in **Exhibit C**. Additionally, the State shall have no obligation to pay Local Agency for any Work performed or expense incurred after the Agreement Expiration Date or after required billing deadline specified in **§7.B.i.e**., or the expiration of "Special Funding" if applicable, whichever is sooner. The State's obligation to pay Agreement Funds exclusive of Special Funding will continue until the Agreement Expiration Date. If Agreement Funds expire before the Agreement Expiration Date, then no payments will be made after expiration of Agreement Funds.

B. Initial Term and Extension

The Parties' respective performances under this Agreement shall commence on the Agreement Effective Date shown on the Signature and Cover Page for this Agreement and shall terminate on February 08,2033 as shown on the Signature and Cover Page for this Agreement, unless sooner terminated or further extended in accordance with the terms of this Agreement. Upon request of Local Agency, the State may, in its sole discretion, extend the term of this Agreement by Option Letter pursuant **§7.E.iv**. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in **Exhibit C**.

C. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, and this ARPA Award is not appropriated, or otherwise become unavailable to fund this ARPA Award the State, in its discretion, may terminate this Agreement in whole or in part. This subsection shall not apply to a termination of this Agreement by the State for breach by Local Agency, which shall be governed by **§14.A.i.**

i. Method and Content

The State shall notify Local Agency by providing written notice to Local Agency of the termination and be in accordance with **§16.** The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Local Agency shall be subject to **§14.A.i.a**

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Local Agency an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Local Agency for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Local Agency which are directly attributable to the uncompleted portion of Local Agency's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Local Agency hereunder. This subsection shall not apply to a termination of this ARPA Award by the State for breach by Local Agency.

D. Local Agency Termination Under Federal Requirements

Local Agency may request termination of the ARPA Award by sending notice to the State, which includes the effective date of the termination. If this ARPA Award is terminated in this manner, then Local Agency shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. AUTHORITY

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Authority to enter into this Agreement exists in the law as follows:

A. Federal Authority

Pursuant to Title I, Subtitle A, of the "Fixing America's Surface Transportation Act" (FAST Act) of 2015, and to applicable provisions of Title 23 of the United States Code and implementing regulations at Title 23 of the Code of Federal Regulations, as may be amended, (collectively referred to hereinafter as the "Federal Provisions"), certain federal funds have been and are expected to continue to be allocated for transportation projects requested by Local Agency and eligible under the Surface Transportation Improvement Program that has been proposed by the State and approved by the Federal Highway Administration ("FHWA").

Pursuant to Title VI of the Social Security Act, Section 602 of the "Coronavirus State and Local Fiscal Recovery Funds", a part of the American Rescue Plan, provides state, local and Tribal governments with the resources needed to respond to the pandemic and its economic effects and to build a stronger, more equitable economy during the recovery.

B. State Authority

Pursuant to CRS §43-1-223 and to applicable portions of the Federal Provisions, the State is responsible for the general administration and supervision of performance of projects in the Program, including the administration of federal funds for a Program project performed by a Local Agency under a contract with the State. This Agreement is executed under the authority of CRS §§29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-104.5.

4. PURPOSE

The purpose of this Agreement is to disburse Federal funds to the Local Agency pursuant to CDOT's Stewardship Agreement with the FHWA and/or USDT as shown in **Exhibit C**.

5. DEFINITIONS

The following terms shall be construed and interpreted as follows:

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

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

C. "**ARPA**" means American Rescue Plan Act, funded by the US Department of the Treasury ("USDT"). See "SLFRF" below.

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

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

F. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S..

G. "**Chief Procurement Officer**" means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202 to procure or supervise the procurement of all supplies and services needed by the State.

H. "**CJI**" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.

I. "**Consultant**" means a professional engineer or designer hired by Local Agency to design the Work Product.

J. "**Contractor**" means the general construction contractor hired by Local Agency to construct the Work.

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

L. "**Effective Date**" means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature and Cover Page for this Agreement.

M. "**Evaluation**" means the process of examining Local Agency's Work and rating it based on criteria established in **§6, Exhibit A** and **Exhibit E**.

N. "**Exhibits**" means the following exhibits attached to this Agreement:

i. **Exhibit A**, Scope of Work.
ii. **Exhibit B**, Sample Option Letter.
iii. **Exhibit C**, Funding Provisions
iv. **Exhibit D**, Local Agency Resolution
v. **Exhibit E**, Local Agency Contract Administration Checklist
vi. **Exhibit F**, Certification for Federal-Aid Contracts
vii. **Exhibit G**, Disadvantaged Business Enterprise
viii. **Exhibit H**, Local Agency Procedures for Consultant Services
ix. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts
x. **Exhibit J**, Additional Federal Requirements
xi. **Exhibit K**, The Federal Funding Accountability and Transparency Act of 2006 (FFATA) Supplemental Federal Provisions
xii. **Exhibit L**, Sample Sub-Recipient Monitoring and Risk Assessment Form
xiii. **Exhibit M**, Supplemental Provisions for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (the "Uniform Guidance")
xiv. **Exhibit N**, Federal Treasury Provisions
xv. **Exhibit O**, Agreement with Subrecipient of Federal Recovery Funds
xvi. **Exhibit P**, SLFRF Subrecipient Quarterly Report
xvii. **Exhibit Q**, SLFRF Reporting Modification Form
xviii. **Exhibit R**, Applicable Federal Awards
xix. **Exhibit S**, PII Certification
xx. **Exhibit T**, Checklist of Required Exhibits Dependent on Funding Source

O. "**Expiration Date**" means the date on which this Agreement expires, as shown on the Signature and Cover Page for this Agreement.

P. "**Extension Term**" means the period of time by which the ARPA Expiration Date is extended by the State through delivery of an updated ARPA Letter.

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

R. "**Federal Awarding Agency**" means a Federal agency providing a Federal Award to a Recipient. The US Department of the Treasury is the Federal Awarding Agency for the Federal Award, which may be the subject of this Agreement.

S. "**FHWA**" means the Federal Highway Administration, which is one of the twelve administrations under the Office of the Secretary of Transportation at the U.S. Department of Transportation. FHWA provides stewardship over the construction, maintenance and preservation of the Nation's highways and tunnels. FHWA is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.

T. "**Goods**" means any movable material acquired, produced, or delivered by Local Agency as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Local Agency in connection with the Services.

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

V. "**Initial Term**" means the time period defined in **§2.B**.

W. "**Local Funds**" means the funds provided by the Local Agency as their obligated contribution to the federal and/or State Awards to receive the federal and/or State funding.

X. "**Notice to Proceed**" means the letter issued by the State to the Local Agency stating the date the Local Agency can begin work subject to the conditions of this Agreement.

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

Z. "**Oversight**" means the term as it is defined in the Stewardship Agreement between CDOT and the FHWA.

AA. "**Party**" means the State or Local Agency, and "**Parties**" means both the State and Local Agency.

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

CC. "**PHI**" means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

DD. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S.

EE. "**Recipient**" means the Colorado Department of Transportation (CDOT) for this Federal Award.

FF. "**Services**" means the services to be performed by Local Agency as set forth in this Agreement and shall include any services to be rendered by Local Agency in connection with the Goods.

GG. "**SLFRF**" means State and Local Fiscal Recovery Funds, provided by ARPA, funded by the US Treasury Department.

HH. "**Special Funding**" means an award by Federal agency or the State which may include but is not limited to one or a combination of Multimodal Transportation & Mitigation Options Funding, Revitalizing Main Streets, Safer Main Streets, Stimulus Funds, Coronavirus Response and Relief Supplemental Funds, ARPA, SLFRF, or COVID Relief.

II. "**State Confidential Information**" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA.

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

KK. "**State Fiscal Year**" means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

LL. "**State Purchasing Director**" means the position described in the Colorado Procurement Code and its implementing regulations.

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MM. "**State Records**" means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

NN. "**Sub-Award**" means this Award by the State to Local Agency funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

OO. "**Subcontractor**" means third parties, if any, engaged by Local Agency to aid in performance of the Work.

PP. "**Subrecipient**" means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency.

QQ. "**Tax Information**" means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes but is not limited to all information defined as Federal tax Information in Internal Revenue Service Publication 1075.

RR. "**Uniform Guidance**" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.

SS. "**USDT**" The United States Department of the Treasury (**USDT**) is the national treasury and finance department of the federal government of the United States where it serves as an executive department. The USDT funds ARPA.

TT. "**Work**" means the delivery of the Goods and performance of the Services in compliance with CDOT's Local Agency Manual described in this Agreement.

UU. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

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

6. SCOPE OF WORK

Local Agency shall complete the Work as described in this Agreement and in accordance with the provisions of **Exhibit A**, and the Local Agency Manual. The State shall have no liability to compensate Local Agency for the delivery of any Goods or the performance of any Services that are not specifically set forth in this Agreement. Work may be divided into multiple phases that have separate periods of performance. The State may not compensate for Work that Local Agency performs outside of its designated phase performance period. The performance period of phases, including, but not limited to Design, Construction, Right of Way, Utilities, or Environment phases, are identified in **Exhibit C**. The State may unilaterally modify **Exhibit C** from time to time, at its sole discretion, to extend the Agreement Expiration Date and/or to extend the period of performance for a phase of Work authorized under this Agreement. To exercise these options to extend the Agreement Expiration Date and/or to update the phase performance period extension option, the State will provide written notice to Local Agency in a form substantially equivalent to **Exhibit B.** The State's unilateral extension of the Agreement Expiration Date and/or the phase performance periods will not amend or alter in any way the funding provisions or any other terms specified in this Agreement, notwithstanding the options listed under **§7.E**

A. Local Agency Commitments

i. Design

If the Work includes preliminary design, final design, design work sheets, or special provisions and estimates (collectively referred to as the "Plans"), Local Agency shall ensure that it and its Contractors comply with and are responsible for satisfying the following requirements:

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a. Perform or provide the Plans to the extent required by the nature of the Work.

b. Prepare final design in accordance with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by the State.

c. Prepare provisions and estimates in accordance with the most current version of the State's Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction or Local Agency specifications if approved by the State.

d. Include details of any required detours in the Plans in order to prevent any interference of the construction Work and to protect the traveling public.

e. Stamp the Plans as produced by a Colorado registered professional engineer.

f. Provide final assembly of Plans and all other necessary documents.

g. Ensure the Plans are accurate and complete.

h. Make no further changes in the Plans following the award of the construction contract to Contractor unless agreed to in writing by the Parties. The Plans shall be considered final when approved in writing by CDOT, and when final, they will be deemed incorporated herein.

ii. Local Agency Work

a. Local Agency shall comply with the requirements of the Americans With Disabilities Act (ADA) 42 U.S.C. § 12101, et. seq., and applicable federal regulations and standards as contained in the document "ADA Accessibility Requirements in CDOT Transportation Projects".

b. Local Agency shall afford the State ample opportunity to review the Plans and shall make any changes in the Plans that are directed by the State to comply with FHWA requirements.

c. Local Agency may enter into a contract with a Consultant to perform all or any portion of the Plans and/or construction administration. Provided, however, if federal-aid funds are involved in the cost of such Work to be done by such Consultant, such Consultant contract (and the performance provision of the Plans under the contract) must comply with all applicable requirements of 23 C.F.R. Part 172 and with any procedures implementing those requirements as provided by the State, including those in **Exhibit H**. If Local Agency enters into a contract with a Consultant for the Work:

1) Local Agency shall submit a certification that procurement of any Consultant contract complies with the requirements of 23 C.F.R. 172.5(1) prior to entering into such Consultant contract, subject to the State's approval. If not approved by the State, Local Agency shall not enter into such Consultant contract.

2) Local Agency shall ensure that all changes in the Consultant contract have prior approval by the State and FHWA and that they are in writing. Immediately after the Consultant contract has been awarded, one copy of the executed Consultant contract and any amendments shall be submitted to the State.

3) Local Agency shall require that all billings under the Consultant contract comply with the State's standardized billing format. Examples of the billing formats are available from the CDOT Agreements Office.

4) Local Agency (and any Consultant) shall comply with 23 C.F.R. 172.5(b) and (d) and use the CDOT procedures described in **Exhibit H** to administer the Consultant contract.

5) Local Agency may expedite any CDOT approval of its procurement process and/or Consultant contract by submitting a letter to CDOT from Local Agency's attorney/authorized representative certifying compliance with **Exhibit H** and 23 C.F.R. 172.5(b)and (d).

6) Local Agency shall ensure that the Consultant contract complies with the requirements of 49 CFR 18.36(i) and contains the following language verbatim:

(a) The design work under this Agreement shall be compatible with the requirements of the contract between Local Agency and the State (which is incorporated herein by this

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reference) for the design/construction of the project. The State is an intended third-party beneficiary of this agreement for that purpose.

(b) Upon advertisement of the project work for construction, the consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project.

(c) The consultant shall review the construction Contractor's shop drawings for conformance with the contract documents and compliance with the provisions of the State's publication, Standard Specifications for Road and Bridge Construction, in connection with this work.

(d) The State, in its sole discretion, may review construction plans, special provisions and estimates and may require Local Agency to make such changes therein as the State determines necessary to comply with State and FHWA requirements.

iii. Construction

If the Work includes construction, Local Agency shall perform the construction in accordance with the approved design plans and/or administer the construction in accordance with **Exhibit E**. Such administration shall include Work inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing construction Contractor claims; construction supervision; and meeting the quality control requirements of the FHWA/CDOT Stewardship Agreement, as described in **Exhibit E**.

a. The State may, after providing written notice of the reason for the suspension to Local Agency, suspend the Work, wholly or in part, due to the failure of Local Agency or its Contractor to correct conditions which are unsafe for workers or for such periods as the State may deem necessary due to unsuitable weather, or for conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed by the State to be in the public interest.

b. Local Agency shall be responsible for the following:

1) Appointing a qualified professional engineer, licensed in the State of Colorado, as Local Agency Project Engineer (LAPE), to perform engineering administration. The LAPE shall administer the Work in accordance with this Agreement, the requirements of the construction contract and applicable State procedures, as defined in the CDOT Local Agency Manual (https://www.codot.gov/business/designsupport/bulletins_manuals/2006-local-agency-manual).

2) For the construction Services, advertising the call for bids, following its approval by the State, and awarding the construction contract(s) to the lowest responsible bidder(s).

(a) All Local Agency's advertising and bid awards pursuant to this Agreement shall comply with applicable requirements of 23 U.S.C. §112 and 23 C.F.R. Parts 633 and 635 and C.R.S. § 24-92-101 et seq. Those requirements include, without limitation, that Local Agency and its Contractor(s) incorporate Form 1273 (Exhibit I) in its entirety, verbatim, into any subcontract(s) for Services as terms and conditions thereof, as required by 23 C.F.R. 633.102(e).

(b) Local Agency may accept or reject the proposal of the apparent low bidder for Work on which competitive bids have been received. Local Agency must accept or reject such bids within three (3) working days after they are publicly opened.

(c) If Local Agency accepts bids and makes awards that exceed the amount of available Agreement Funds, Local Agency shall provide the additional funds necessary to complete the Work or not award such bids.

(d) The requirements of **§6.A.iii.b.2** also apply to any advertising and bid awards made by the State.

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(e) The State (and in some cases FHWA) must approve in advance all Force Account Construction, and Local Agency shall not initiate any such Services until the State issues a written Notice to Proceed.

iv. Right of Way (ROW) and Acquisition/Relocation

a. If Local Agency purchases a ROW for a State highway, including areas of influence, Local Agency shall convey the ROW to CDOT promptly upon the completion of the project/construction.

b. Any acquisition/relocation activities shall comply with all applicable federal and State statutes and regulations, including but not limited to, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, as amended (49 C.F.R. Part 24), CDOT's Right of Way Manual, and CDOT's Policy and Procedural Directives.

c. The Parties' respective responsibilities for ensuring compliance with acquisition, relocation and incidentals depend on the level of federal participation as detailed in CDOT's Right of Way Manual (located at http://www.codot.gov/business/manuals/right-of-way); however, the State always retains oversight responsibilities.

d. The Parties' respective responsibilities at each level of federal participation in CDOT's Right of Way Manual, and the State's reimbursement of Local Agency costs will be determined pursuant the following categories:

1) Right of way acquisition (3111) for federal participation and non-participation;

2) Relocation activities, if applicable (3109);

3) Right of way incidentals, if applicable (expenses incidental to acquisition/relocation of right of way – 3114).

v. Utilities

If necessary, Local Agency shall be responsible for obtaining the proper clearance or approval from any utility company that may become involved in the Work. Prior to the Work being advertised for bids, Local Agency shall certify in writing to the State that all such clearances have been obtained.

vi. Railroads

If the Work involves modification of a railroad company's facilities and such modification will be accomplished by the railroad company, Local Agency shall make timely application to the Public Utilities Commission ("PUC") requesting its order providing for the installation of the proposed improvements. Local Agency shall not proceed with that part of the Work before obtaining the PUC's order. Local Agency shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 C.F.R. 646, subpart B, concerning federal-aid projects involving railroad facilities, and:

a. Execute an agreement with the railroad company setting out what work is to be accomplished and the location(s) thereof, and which costs shall be eligible for federal participation.

b. Obtain the railroad's detailed estimate of the cost of the Work.

c. Establish future maintenance responsibilities for the proposed installation.

d. Proscribe in the agreement the future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.

e. Establish future repair and/or replacement responsibilities, as between the railroad company and the Local Agency, in the event of accidental destruction or damage to the installation.

vii. Environmental Obligations

Local Agency shall perform all Work in accordance with the requirements of current federal and State environmental regulations, including the National Environmental Policy Act of 1969 (NEPA) as applicable.

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viii. Maintenance Obligations

Local Agency shall maintain and operate the Work constructed under this Agreement at its own cost and expense during their useful life, in a manner satisfactory to the State and FHWA. Local Agency shall conduct such maintenance and operations in accordance with all applicable statutes, ordinances, and regulations pertaining to maintaining such improvements. The State and FHWA may make periodic inspections to verify that such improvements are being adequately maintained.

ix. Monitoring Obligations

Local Agency shall respond in a timely manner to and participate fully with the monitoring activities described in **§7.F.vi.**

B. State's Commitments

i. The State will perform a final project inspection of the Work as a quality control/assurance activity. When all Work has been satisfactorily completed, the State will sign the FHWA Form 1212.

ii. Notwithstanding any consents or approvals given by the State for the Plans, the State shall not be liable or responsible in any manner for the structural design, details or construction of any Work constituting major structures designed by, or that are the responsibility of, Local Agency, as identified in **Exhibit E**.

7. PAYMENTS

A. Maximum Amount

Payments to Local Agency are limited to the unpaid, obligated balance of the Agreement Funds set forth in **Exhibit C**. The State shall not pay Local Agency any amount under this Agreement that exceeds the Agreement Maximum set forth in **Exhibit C**.

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Local Agency in the amounts and in accordance with conditions set forth in **Exhibit C**.

b. Local Agency shall initiate payment requests by invoice to the State, in a form and manner approved by the State.

c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Local Agency and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Local Agency shall make all changes necessary to correct that invoice.

d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.

e. If a project is funded in part with Federal or State special funding there may be an expiration date for the funds. The expiration date applies to grants and local funds used to match grants. To receive payment or credit for the match, Work must be completed or substantially completed, as outlined in the terms of the grant, prior to the expiration date of the special funding and invoiced in compliance with the rules outlined in the award of the funding. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.

ii. Interest

Amounts not paid by the State within 45 days after the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 46th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Local Agency shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days interest to be paid and the interest rate.

iii. Payment Disputes

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If Local Agency disputes any calculation, determination, or amount of any payment, Local Agency shall notify the State in writing of its dispute within 30 days following the earlier to occur of Local Agency's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Local Agency and may make changes to its determination based on this review. The calculation, determination, or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

a. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Local Agency beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Agreement Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Agreement Funds, the State's obligation to pay Local Agency shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Agreement Funds, and the State's liability for such payments shall be limited to the amount remaining of such Agreement Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§2.C**.

b. If the agreement funds are terminated, the State can terminate the contract early. Payment due for work done to the date of termination will be processed in a manner consistent with **§2.C**.

v. Erroneous Payments

The State may recover, at the State's discretion, payments made to Local Agency in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Local Agency. The State may recover such payments by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Local Agency, or by any other appropriate method for collecting debts owed to the State. The close out of a Federal Award does not affect the right of FHWA or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period (as defined below in **§9.A**.).

vi. Federal Recovery

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

C. Local Agency Funds

Local Agency shall provide their obligated contribution funds as outlined in **§7.A**. and **Exhibit C**. Local Agency shall have raised the full amount of their funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Local Agency's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Local Agency and paid into Local Agency's treasury. Local Agency represents to the State that the amount designated "Local Agency Funds" in **Exhibit C** has been legally appropriated for the purpose of this Agreement by its authorized representatives and paid into its treasury. Local Agency may evidence such obligation by an appropriate ordinance/resolution or other authority letter expressly authorizing Local Agency to enter into this Agreement and to expend its match share of the Work. A copy of any such ordinance/resolution or authority letter is attached hereto as **Exhibit D** if applicable. Local Agency does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of

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Local Agency. Local Agency shall not pay or be liable for any claimed interest, late charges, fees, taxes, or penalties of any nature, except as required by Local Agency's laws or policies.

D. Reimbursement of Local Agency Costs

The State shall reimburse Local Agency's allowable costs, not exceeding the maximum total amount described in **Exhibit C** and **§7**. However, any costs incurred by Local Agency prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. The State shall pay Local Agency for costs or expenses incurred or performance by the Local Agency prior to the Effective Date, only if (1) the Grant Funds involve federal funding and (2) federal laws, rules, and regulations applicable to the Work provide for such retroactive payments to the Local Agency. Any such retroactive payments shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement. The applicable principles described in 2 C.F.R. Part 200 shall govern the State's obligation to reimburse all costs incurred by Local Agency and submitted to the State for reimbursement hereunder, and Local Agency shall comply with all such principles. The State shall reimburse Local Agency for the federal-aid share of properly documented costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and **Exhibit C**. Local Agency costs for Work performed prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. Local Agency costs for Work performed after any Performance Period End Date for a respective phase of the Work, is not reimbursable. Allowable costs shall be:

i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided.

ii. Actual net cost to Local Agency (i.e. the price paid minus any items of value received by Local Agency that reduce the cost actually incurred).

E. Unilateral Modification of Agreement Funds Budget by State Option Letter

The State may, at its discretion, issue an "Option Letter" to Local Agency to add or modify Work phases in the Work schedule in **Exhibit C** if such modifications do not increase total budgeted Agreement Funds. Such Option Letters shall amend and update **Exhibit C**, Sections 2 or 4 of the Table, and sub-sections B and C of the **Exhibit C**. Option Letters shall not be deemed valid until signed by the State Controller or an authorized delegate. **This is NOT a Notice to Proceed**. Modification of **Exhibit C** by unilateral Option Letter is permitted only in the specific scenarios listed below. The State will exercise such options by providing Local Agency a fully executed Option Letter, in a form substantially equivalent to **Exhibit B**. Such Option Letters will be incorporated into this Agreement. This applies to the entire Scope of Work.

i. Option to Begin a Phase and/or Increase or Decrease the Encumbrance Amount

The State may require by Option Letter that Local Agency begin a new Work phase that may include Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous Work (but may not include Right of Way Acquisition/Relocation or Railroads) as detailed in **Exhibit A.** Such Option Letters may not modify the other terms and conditions stated in this Agreement and must decrease the amount budgeted and encumbered for one or more other Work phases so that the total amount of budgeted Agreement Funds remains the same. The State may also change the funding sources so long as the amount budgeted remains the same and the Local Agency contribution does not increase. The State may also issue a unilateral Option Letter to increase and/or decrease the total encumbrance amount of two or more existing Work phases, as long as the total amount of budgeted Agreement Funds remains the same, replacing the original Agreement Funding exhibit (**Exhibit C**) with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.).

ii. Option to Transfer Funds from One Phase to Another Phase.

The State may require or permit Local Agency to transfer Agreement Funds from one Work phase (Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous) to another phase as a result of changes to State, federal, and local match funding. In such case, the original funding exhibit (**Exhibit C**) will be replaced with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.) attached to the Option Letter. The Agreement Funds transferred from one Work phase to another are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a

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fully executed Option Letter to Local Agency within thirty (30) days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

iii. Option to Exercise Options i and ii.

The State may require Local Agency to add a Work phase as detailed in **Exhibit A**, and encumber and transfer Agreement Funds from one Work phase to another. The original funding exhibit (**Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.) attached to the Option Letter. The addition of a Work phase and encumbrance and transfer of Agreement Funds are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a fully executed Option Letter to Local Agency within 30 days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

iv. Option to Extend Agreement/Phase Term and/or modify the OMB Uniform Guidance. The State, at its discretion, shall have the option to extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify information required under the OMB Uniform Guidance, as outlined in **Exhibit C**. Any updated version of **Exhibit C** shall be attached to any executed Option Letter as **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.). In order to exercise this option, the State shall provide written notice to the Local Agency in a form substantially equivalent to **Exhibit B**.

F. Accounting

Local Agency shall establish and maintain accounting systems in accordance with generally accepted accounting standards (a separate set of accounts, or as a separate and integral part of its current accounting scheme). Such accounting systems shall, at a minimum, provide as follows:

i. Local Agency Performing the Work

If Local Agency is performing the Work, it shall document all allowable costs, including any approved Services contributed by Local Agency or subcontractors, using payrolls, time records, invoices, contracts, vouchers, and other applicable records.

ii. Local Agency-Checks or Draws

Checks issued or draws made by Local Agency shall be made or drawn against properly signed vouchers detailing the purpose thereof. Local Agency shall keep on file all checks, payrolls, invoices, contracts, vouchers, orders, and other accounting documents in the office of Local Agency, clearly identified, readily accessible, and to the extent feasible, separate and apart from all other Work documents.

iii. State-Administrative Services

The State may perform any necessary administrative support services required hereunder. Local Agency shall reimburse the State for the costs of any such services from the budgeted Agreement Funds as provided for in **Exhibit C**. If FHWA Agreement Funds are or become unavailable, or if Local Agency terminates this Agreement prior to the Work being approved by the State or otherwise completed, then all actual incurred costs of such services and assistance provided by the State shall be reimbursed to the State by Local Agency at its sole expense.

iv. Local Agency-Invoices

Local Agency's invoices shall describe in detail the reimbursable costs incurred by Local Agency for which it seeks reimbursement, the dates such costs were incurred and the amounts thereof, and Local Agency shall not submit more than one invoice per month.

v. Invoicing Within 60 Days

The State shall not be liable to reimburse Local Agency for any costs invoiced more than 60 days after the date on which the costs were incurred, including costs included in Local Agency's final invoice. The State may withhold final payment to Local Agency at the State's sole discretion until completion of final audit. Any costs incurred by Local Agency that are not allowable under 2 C.F.R. Part 200 shall be Local Agency's responsibility, and the State will deduct such disallowed costs from any payments due to Local Agency. The State will not reimburse costs for Work performed after the Performance Period End Date for a respective Work phase. The State will not reimburse costs for Work performed prior to Performance

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Period End Date, but for which an invoice is received more than 60 days after the Performance Period End Date.

vi. Risk Assessment & Monitoring

Pursuant to 2 C.F.R. 200.331(b), – CDOT will evaluate Local Agency's risk of noncompliance with federal statutes, regulations, and terms and conditions of this Agreement. Local Agency shall complete a Risk Assessment Form (**Exhibit L**) when that may be requested by CDOT. The risk assessment is a quantitative and/or qualitative determination of the potential for Local Agency's non-compliance with the requirements of the Federal Award. The risk assessment will evaluate some or all of the following factors:

- Experience: Factors associated with the experience and history of the Subrecipient with the same or similar Federal Awards or grants.
- Monitoring/Audit: Factors associated with the results of the Subrecipient's previous audits or monitoring visits, including those performed by the Federal Awarding Agency, when the Subrecipient also receives direct federal funding. Include audit results if Subrecipient receives single audit, where the specific award being assessed was selected as a major program.
- Operation: Factors associated with the significant aspects of the Subrecipient's operations, in which failure could impact the Subrecipient's ability to perform and account for the contracted goods or services.
- Financial: Factors associated with the Subrecipient's financial stability and ability to comply with financial requirements of the Federal Award.
- Internal Controls: Factors associated with safeguarding assets and resources, deterring and detecting errors, fraud and theft, ensuring accuracy and completeness of accounting data, producing reliable and timely financial and management information, and ensuring adherence to its policies and plans.
- Impact: Factors associated with the potential impact of a Subrecipient's non-compliance to the overall success of the program objectives.
- Program Management: Factors associated with processes to manage critical personnel, approved written procedures, and knowledge of rules and regulations regarding federal-aid projects.

Following Local Agency's completion of the Risk Assessment Tool (**Exhibit L**), CDOT will determine the level of monitoring it will apply to Local Agency's performance of the Work. This risk assessment may be re-evaluated after CDOT begins performing monitoring activities.

G. Close Out

Local Agency shall close out this Award within 90 days after the Final Phase Performance End Date. If SLFRF Funds are used the Local Agency shall close out that portion of the Award within 45 days after the ARPA Award Expiration Date. Close out requires Local Agency's submission to the State of all deliverables defined in this Agreement, and Local Agency's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If FHWA or US Treasury has not closed this Federal Award within one (1) year and 90 days after the Final Phase Performance End Date due to Local Agency's failure to submit required documentation, then Local Agency may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

8. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to **§19** or pursuant to any exhibit, for any contract having a term longer than 3 months, Local Agency shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than ten (10) Business Days following the end of each calendar quarter or at such time as otherwise specified by the State. If SLFRF Funds are used the report must be in the format of **Exhibit P**.

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B. Litigation Reporting

If Local Agency is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Local Agency's ability to perform its obligations under this Agreement, Local Agency shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified in **§16**.

C. Performance and Final Status

Local Agency shall submit all financial, performance and other reports to the State no later than 60 calendar days after the Final Phase Performance End Date or sooner termination of this Agreement, containing an Evaluation of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

D. Violations Reporting

Local Agency must disclose, in a timely manner, in writing to the State and FHWA, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. Penalties for noncompliance may include suspension or debarment (2 CFR Part 180 and 31 U.S.C. 3321).

9. LOCAL AGENCY RECORDS

A. Maintenance

Local Agency shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Local Agency shall maintain such records for a period (the "Record Retention Period") pursuant to the requirements of the funding source and for a minimum of three (3) years following the date of submission to the State of the final expenditure report, whichever is longer, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Local Agency in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three (3) years following final disposition of such property.

B. Inspection

Records during the Record Retention Period. Local Agency shall make Local Agency Records available during normal business hours at Local Agency's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two (2) Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

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

D. Final Audit Report

Local Agency shall promptly submit to the State a copy of any final audit report of an audit performed on Local Agency's records that relates to or affects this Agreement or the Work, whether the audit is conducted

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by Local Agency or a third party. Additionally, if Local Agency is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Local Agency shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Local Agency shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Local Agency for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Local Agency under CORA. Local Agency shall not, without prior written approval of the State, use for Local Agency's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Agreement. Local Agency shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Local Agency shall immediately forward any request or demand for State Records to the State's principal representative. If Local Agency or any of its Subcontractors will or may receive the following types of data, Local Agency or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Award as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Award, if applicable. Local Agency shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Local Agency may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Local Agency shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Agreement, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Local Agency shall provide copies of those signed nondisclosure agreements to the State upon request.

C. Use, Security, and Retention

Local Agency shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Local Agency shall provide the State with access, subject to Local Agency's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Local Agency shall return State Records provided to Local Agency or destroy such State Records and certify to the State that it has done so, as directed by the State. If Local Agency is prevented by law or regulation from returning or destroying State Confidential Information, Local Agency warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Local Agency becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Local Agency can establish that none of Local Agency or any of its agents, employees, assigns, or Subcontractors are the cause or source of the Incident, Local Agency shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Local Agency shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which

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may include, but is not limited to, developing, and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding Personally Identifying Information "PII"

If Local Agency or any of its Subcontracts will or may receive PII under this agreement, Local Agency shall provide for the security for such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Local Agency shall be a "Third Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 et seq., C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as **Exhibit S** on an annual basis Contractor's duty and obligation to certify as set forth in **Exhibit S** shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

11. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Local Agency shall not engage in any business or activities or maintain any relationships that conflict in any way with the full performance of the obligations of Local Agency under this Agreement. Such a conflict of interest would arise when a Local Agency or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement. Officers, employees, and agents of Local Agency may neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts.

B. Apparent Conflicts of Interest

Local Agency acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Local Agency shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Local Agency's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Local Agency is uncertain whether a conflict or the appearance of a conflict has arisen, Local Agency shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

12. INSURANCE

Local Agency shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies with an AM Best rating of A-VIII or better.

A. Local Agency Insurance

Local Agency is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA") and shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

B. Subcontractor Requirements

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Local Agency shall ensure that each Subcontractor that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA. Local Agency shall ensure that each Subcontractor that is not a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement all of the following insurance policies:

i. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Local Agency or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

a. $1,000,000 each occurrence;

b. $1,000,000 general aggregate;

c. $1,000,000 products and completed operations aggregate; and

d. $50,000 any 1 fire.

iii. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

iv. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

a. $1,000,000 each occurrence; and

b. $2,000,000 general aggregate.

v. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

a. $1,000,000 each occurrence; and

b. $1,000,000 general aggregate.

vi. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

a. $1,000,000 each occurrence; and

b. $1,000,000 general aggregate.

vii. Cyber/Network Security and Privacy Liability

Liability insurance covering all civil, regulatory and statutory damages, contractual damages, data breach management exposure, and any loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of breach, violation or infringement of right to privacy rights through improper use or disclosure of protect consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

a. $1,000,000 each occurrence; and

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b. $2,000,000 general aggregate.

C. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Local Agency and Subcontractors. In the event of cancellation of any commercial general liability policy, the carrier shall provide at least 10 days prior written notice to CDOT.

D. Primacy of Coverage

Coverage required of Local Agency and each Subcontractor shall be primary over any insurance or self-insurance program carried by Local Agency or the State.

E. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Local Agency and Local Agency shall forward such notice to the State in accordance with **§16** within 7 days of Local Agency's receipt of such notice.

F. Subrogation Waiver

All commercial insurance policies secured or maintained by Local Agency or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Local Agency or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

G. Certificates

For each commercial insurance plan provided by Local Agency under this Agreement, Local Agency shall provide to the State certificates evidencing Local Agency's insurance coverage required in this Agreement within seven (7) Business Days following the Effective Date. Local Agency shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following the Effective Date, except that, if Local Agency's subcontract is not in effect as of the Effective Date, Local Agency shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following Local Agency's execution of the subcontract. No later than 15 days before the expiration date of Local Agency's or any Subcontractor's coverage, Local Agency shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Local Agency shall, within seven (7) Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this **§12**.

13. BREACH

A. Defined

The failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner, shall be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization, or similar law, by or against Local Agency, or the appointment of a receiver or similar officer for Local Agency or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§14** for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in the Agreement in order to protect the public interest of the State.

14. REMEDIES

A. State's Remedies

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If Local Agency is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§13.B,** shall have all of the remedies listed in this **§14.A.** in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Local Agency's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Local Agency shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Local Agency shall not incur further obligations or render further performance past the effective date of such notice and shall terminate outstanding orders and subcontracts with third parties. However, Local Agency shall complete and deliver to the State all Work not canceled by the termination notice and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Local Agency shall assign to the State all of Local Agency's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Local Agency shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Local Agency but in which the State has an interest. At the State's request, Local Agency shall return materials owned by the State in Local Agency's possession at the time of any termination. Local Agency shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Local Agency for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Local Agency was not in breach or that Local Agency's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.C**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Local Agency shall remain liable to the State for any damages sustained by the State in connection with any breach by Local Agency, and the State may withhold payment to Local Agency for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Local Agency is determined. The State may withhold any amount that may be due Local Agency as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Local Agency's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Local Agency to an adjustment in price or cost or an adjustment in the performance schedule. Local Agency shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Local Agency after the suspension of performance.

b. Withhold Payment

Withhold payment to Local Agency until Local Agency corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Local Agency's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

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d. Removal

Demand immediate removal from the Work of any of Local Agency's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes a patent, copyright, trademark, trade secret, or other intellectual property right, Local Agency shall, as approved by the State (a) secure that right to use such Work for the State or Local Agency; (b) replace the Work with non infringing Work or modify the Work so that it becomes non infringing; or, (c) remove any infringing Work and refund the amount paid for such Work to the State.

B. Local Agency's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Local Agency, following the notice and cure period in **§13.B** and the dispute resolution process in **§15** shall have all remedies available at law and equity.

15. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Local Agency for resolution.

B. Resolution of Controversies

If the initial resolution described in §15.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDOT as described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109, 24-109-101.1, 24-109-101.5, 24-109-106, 24-109-107, 24-109-201 through 24-109-206, and 24-109-501 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

C. Questions of Fact

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of CDOT. In connection with any appeal proceeding under this clause, Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Local Agency shall proceed diligently with the performance of this Agreement in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals shall be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this Agreement, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

16. NOTICES AND REPRESENTATIVES

Each individual identified below shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered **(i)** by hand with receipt required, **(ii)** by certified or registered mail to such Party's principal representative at the address set forth below

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or **(iii)** as an email with read receipt requested to the principal representative at the email address, if any, set forth below. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§16** without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

For the State

Colorado Department of Transportation (CDOT)
Cristobal Abbud, R-1 Local Agency Coordinator
CDOT R-1
2829 W Howard Pl.
Denver, CO 80204
303-512-4135
Cristobal.Abbudgarcia@state.co.us

For the Local Agency

CITY OF AURORA
Jana Krell, Senior Engineer
15151 E. Alameda Dr.
Aurora, CO 80012
979-575-1618
jkrell@auroragov.org

17. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Local Agency hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Local Agency or any Subcontractors. Local Agency assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Local Agency is under contract with the State at the time, Local Agency shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire.

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Local Agency hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Local Agency cannot make any of the assignments required by this section, Local Agency hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

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In addition, Local Agency grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Local Agency that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

iii. Assignments and Assistance

Whether or not the Local Agency is under Agreement with the State at the time, Local Agency shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Local Agency assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives, or other documents, drawings, models, materials, data, and information shall be the exclusive property of the State (collectively, "State Materials"). Local Agency shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Local Agency's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Local Agency shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Local Agency

Local Agency retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Local Agency including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Local Agency under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Local Agency Property"). Local Agency Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

18. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. The following applies through June 30, 2022: no term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Local Agency under this Agreement is $100,000 or greater, either on the Effective Date or at any time thereafter, this **§19** shall apply. Local Agency agrees to be governed by and comply with the provisions of §24-106-103, §24-102-206, §24-106-106, §24-106-107 C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Local Agency's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

20. GENERAL PROVISIONS

A. Assignment

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Local Agency's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Local Agency's rights and obligations approved by the State shall be subject to the provisions of this Agreement

B. Subcontracts

Local Agency shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Local Agency shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Local Agency in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

C. Binding Effect

Except as otherwise provided in **§20.A.** all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

H. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

I. Jurisdiction and Venue

All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

J. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than contract amendments, shall conform to the policies promulgated by the Colorado State Controller.

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

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

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L. Order of Precedence

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

i. The provisions of the other sections of the main body of this Agreement.
ii. **Exhibit N**, Federal Treasury Provisions.
iii. **Exhibit F**, Certification for Federal-Aid Contracts.
iv. **Exhibit G**, Disadvantaged Business Enterprise.
v. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts.
vi. **Exhibit J**, Additional Federal Requirements.
vii. **Exhibit K**, Federal Funding Accountability and Transparency Act of 2006 (FFATA) Supplemental Federal Provisions.
viii. **Exhibit L**, Sample Sub-Recipient Monitoring and Risk Assessment Form.
ix. **Exhibit M**, Supplemental Provisions for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (the "Uniform Guidance").
x. **Exhibit O**, Agreement with Subrecipient of Federal Recovery Funds.
xi. **Exhibit R**. Applicable Federal Awards.
xii Colorado Special Provisions in the main body of this Agreement.
xiii. **Exhibit A**, Scope of Work.
xiv. **Exhibit H**, Local Agency Procedures for Consultant Services.
xv. **Exhibit B**, Sample Option Letter.
xvi. **Exhibit C**, Funding Provisions.
xvii. **Exhibit P**, SLFRF Subrecipient Quarterly Report.
xviii. **Exhibit Q**, SLFRF Reporting Modification Form.
xix. **Exhibit D**, Local Agency Resolution.
xx. **Exhibit E**, Local Agency Contract Administration Checklist.
xxi. **Exhibit S**, PII Certification.
xxii. **Exhibit T**, Checklist of Required Exhibits Dependent on Funding Source.
xxiii. Other exhibits in descending order of their attachment.

M. Severability

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

N. Survival of Certain Agreement Terms

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

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§20.C,** this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107 C.R.S., if any, are subject to public release through the CORA.

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R. Standard and Manner of Performance

Local Agency shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Local Agency's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations.

Local Agency shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

T. Compliance with State and Federal Law, Regulations, and Executive Orders

Local Agency shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Agreement.

U. Accessibility

i. Local Agency shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the Governor's Office of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Local Agency shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

ii. Each Party agrees to be responsible for its own liability incurred as a result of its participation in and performance under this Agreement. In the event any claim is litigated, each Party will be responsible for its own attorneys' fees, expenses of litigation, or other costs. No provision of this Agreement shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitations of liability provided to either the Local Agency or the State by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. and Article XI of the Colorado Constitution. Nothing in the Agreement shall be construed as a waiver of any provision of the State Fiscal Rules.

iii. The State may require Local Agency's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Local Agency's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

V. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.,* C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Local Agency. Local Agency shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Local Agency may wish to have in place in connection with this Agreement.

21. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts. Contractor refers to Local Agency.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

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Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

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The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

22. FEDERAL REQUIREMENTS

Local Agency and/or their contractors, subcontractors, and consultants shall at all times during the execution of this Agreement strictly adhere to, and comply with, all applicable federal and State laws, and their implementing regulations, as they currently exist and may hereafter be amended. A summary of applicable federal provisions are attached hereto as **Exhibit F**, **Exhibit I**, **Exhibit J**, **Exhibit K**, **Exhibit M, Exhibit N** and **Exhibit O** are hereby incorporated by this reference.

23. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Local Agency will comply with all requirements of **Exhibit G** and **Exhibit E,** Local Agency Contract Administration Checklist, regarding DBE requirements for the Work, except that if Local Agency desires to use its own DBE program to implement and administer the DBE provisions of 49 C.F.R. Part 26 under this Agreement, it must submit a copy of its program's requirements to the State for review and approval before the execution of this Agreement. If Local Agency uses any State- approved DBE program for this Agreement, Local Agency shall be solely responsible to defend that DBE program and its use of that program against all legal and other challenges or complaints, at its sole cost and expense. Such responsibility includes, without limitation, determinations concerning DBE eligibility requirements and certification, adequate legal and factual bases for DBE goals and good faith efforts. State approval (if provided) of Local Agency's DBE program does not waive or modify the sole responsibility of Local Agency for use of its program.

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EXHIBIT A

SCOPE OF WORK

Name of Project: AURORA MULTIMODAL ACCESS IMPROVEMENTS
Project Number: CRP M055-063
SubAccount #: 25503

This project will design and construct sidewalks that would improve multimodal access in Aurora's sidewalk network focusing on providing safe and convenient access to transit with the following specific scope elements: ARAPAHOE COUNTY
1. Havana Street at 13th Avenue - construct a sidewalk on the east side of Havana Street between 13th Avenue and approximately 100' north to the existing RTD bus stop and a sidewalk on the west side of Havana Street between 13th Avenue and approximately 75' south to the existing bus stop. The Havana Street and 13th Avenue intersection will also include new ADA ramps. Sidewalks are anticipated to be 6-8’ in width pending further investigation. Sidewalks may need to be narrower in some segments depending on physical constraints.
2. Havana Street at 4th Way - construct a sidewalk on the east side of Havana Street between 4th Way and approximately 800' south of 4th Way. The eastern half of the intersection at Havana Street and 4th Way and various access points will also be improved for ADA ramps. Sidewalks are anticipated to be 8-10’ in width pending further investigation. Sidewalks may need to be narrower in some segments depending on physical constraints.
3. Yale Avenue between Peoria Street and Xanadu Way - construct a sidewalk on the south side of Yale Avenue between Peoria Street and Xanadu Way for a total of approximately 3600'. The southern portion of the intersections with Yale Avenue at Racine Street, Ursula Street, Wheeling Way and Xanadu Way will also include new ADA ramps. Sidewalks are anticipated to be 6-8’ in width pending further investigation. Sidewalks may need to be narrower in some segments depending on physical constraints.
4. Chambers Road between Hampden Circle and Nassau Avenue - construct a sidewalk on the west side of Chambers Road between approximately 400’ south of Hampden Circle and approximately 400’ north of Nassau Avenue for a total of 1,500’ in length. The western portion of the intersections with Chambers Road at Fraser Street south and Fraser Street north will also be improved for new ADA ramps. Sidewalks are anticipated to be 8-10’ in width pending further investigation. Sidewalks may need to be narrower in some segments depending on physical constraints. The City of Aurora's current street standard calls for 10' sidewalks and 10' landscaping buffers for six lane arterials, which includes Havana Street (south of 6th Avenue) and Chambers Road. City standards call for 8' sidewalks and 10' landscaping buffers for minor arterials which includes Havana Street north of 6th Avenue and Yale Avenue. The specific sidewalk widths and landscaping buffers, if any, will be determined upon field survey, detailed design, right of way and construction easement availability and impacts to the existing land uses. If this project is funded, the city will also coordinate with RTD to determine if other transit amenities, such as stop pads, benches or shelters, and pedestrian lighting will be installed. Further, should any of the projects or segments of the projects, deemed, upon further evaluation, technically infeasible, a like-kind sidewalk improvement project that enhances multimodal access to transit may be selected. The final selected or revised project limits would also account for what sidewalk gaps have since been addressed, subsequent land development adjacent to any

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current gaps, and best planning and engineering judgement to assemble projects of meaningful length and independent utilities. It is anticipated that all of the locations listed will be completed with this funding, but the exact number may change based on the outcome of preliminary design, construction costs and total funds awarded. The cost estimate includes design, procurement of temporary construction easements (as necessary) and construction of the actual sidewalk segments including necessary adjustments in landscaping/irrigation, on-site and off-site drainage, utility relocation, construction stormwater management, construction traffic control, and mobilization.

This project will design and construct sidewalks that will improve multimodal access in Aurora's sidewalk network focusing on providing safe and convenient access to transit with the following specific scope elements: ADAMS COUNTY
1. Havana Street at 17th Avenue - construct a sidewalk on the east side of Havana Street between 17th Avenue and approximate 60' north to the existing RTD bus stop and a sidewalk on the west side of Havana Street between 17th Avenue and approximately 150' south to the existing bus stop. The Havana Street and 17th Avenue intersection will also include new ADA ramps. Sidewalks are anticipated to be 6-8’ in width pending further investigation. Sidewalks may need to be narrower in some segments depending on physical constraints.
2. Havana Street at Montview Blvd. - construct a sidewalk on the west side of Havana Street between Montview Blvd. and approximate 100' south to the existing RTD bus stop. The Havana Street and Montview Blvd. intersection will also include new ADA ramps. Sidewalks are anticipated to be 6-8’ in width pending further investigation. Sidewalks may need to be narrower in some segments depending on physical constraints.
3. Colfax Avenue at Laredo Street - construct a sidewalk on the north side of Colfax Avenue between Laredo Street and approximate 600' west to the existing RTD bus stop. The Colfax Avenue and Laredo Street intersection will also include new ADA ramps. Sidewalks are anticipated to be 8' to 10’ in width pending further investigation. Sidewalks may need to be narrower in some segments depending on physical constraints. The City of Aurora's current street standard calls for 10' sidewalks and 10' landscaping buffers for six lane arterials, which includes Colfax Avenue (four lanes currently and may change to six lanes in the future). The city standards also call for an 8' sidewalk and 10' landscaping buffer for minor arterials, which includes Havana Street north of 6th Avenue. The specific sidewalk widths and landscaping buffers, if any, will be determined upon field survey, detailed design, right of way, construction easement availability and impacts to the existing land uses. When this project is funded, the city will also coordinate with RTD to determine if other transit amenities, such as stop pads, benches or shelters, and pedestrian scale lighting will be installed. Further, should any of the projects or segments of the projects be deemed, upon further evaluation, technically infeasible, a like-kind sidewalk improvement project that enhances multimodal access to transit may be selected. The final selected or revised project limits would also account for what sidewalk gaps have since been addressed, subsequent land development adjacent to any current gaps, and best planning and engineering judgement to assemble projects of meaningful length and independent utilities. It is anticipated that all of the locations listed will be completed with this funding, but the exact number may change based on the outcome of preliminary design, construction costs and total funds awarded. The cost estimate includes design, procurement of temporary construction easements, and construction of the actual sidewalk segments including necessary adjustments in

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landscaping/irrigation, on-site and off-site drainage, utility relocation, construction stormwater management, construction traffic control, and mobilization.

If ARPA funds are used, all ARPA funds must be encumbered by December 31, 2024. All work funded by ARPA must be completed by December 31, 2026 and all bills must be submitted to CDOT for payment by January 31, 2027. These bills must be paid by CDOT by March 31, 2027.

By accepting funds for this Scope of Work, Local Agency acknowledges, understands, and accepts the continuing responsibility for the safety of the traveling public after initial acceptance of the project. **Local Agency is responsible for maintaining and operating the scope of work described in this Exhibit A constructed under this Agreement at its own cost and expense during its useful life.**

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EXHIBIT B

SAMPLE IGA OPTION LETTER

Date	State Fiscal Year	Option Letter No.
Project Code	**Original Agreement #**	

Vendor Name:

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous and to update encumbrance amount(s).

Option to unilaterally transfer funds from one phase to another phase.

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous, to update encumbrance amount(s), and to unilaterally transfer funds from one phase to another phase.

Option to unilaterally extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify OMB Guidance.

Option A

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to authorize the Local Agency to add a phase and to encumber funds for the phase based on changes in funding availability and authorization. The total encumbrance is (or increased) by $0.00. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option B

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to transfer funds based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option C

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to 1) release the Local Agency to begin a phase; 2) to encumber funds for the phase based upon changes in funding availability and authorization; and 3) to transfer funds from phases based on variance in actual phase costs and

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original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option D

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify information required under the OMB Uniform Guidance, as outlined in **Exhibit C**. This is made part of the original Agreement and replaces the Expiration Date shown on the Signature and Cover Page. Any updated version of **Exhibit C** shall be attached to any executed Option Letter as **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.).

The effective date of this option letter is upon approval of the State Controller or delegate.

STATE OF COLORADO
Jared S. Polis
Department of Transportation

By:_____
Keith Stefanik, P.E., Chief Engineer
(For) Shoshana M. Lew, Executive Director

Date: _____

ALL AGREEMENTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.

STATE OF COLORADO
STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Colorado Department of Transportation

Date:_____

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EXHIBIT C- FUNDING PROVISIONS

City of Aurora - CRP M055-063 (25503)

A. Cost of Work Estimate

The Local Agency has estimated the total cost of the Work to be $6,176,000.00 which is to be funded as follows:

1. FUNDING

CRP Federal Award

a.	Federal Funds (*80% of CRP Award*)	$2,224,000.00
b.	Local Agency Funds (*20% of CRP Award*)	$556,000.00

State MMO Award

c.	State Funds (MMO) (*50% of MMO Award of $6,176,000.00*)	$3,088,000.00
d.	Local Agency Funds (*50% of MMO Award of $6,176,000.00 is Total CRP Award of $2,780,000.00 + Additional Local Agency Funds of $308,000.00*)	$308,000.00
	TOTAL FUNDS ALL SOURCES	**$6,176,000.00**

2. OMB UNIFORM GUIDANCE

a.	Federal Award Identification Number (FAIN):	TBD
b.	Name of Federal Awarding Agency:	FHWA
c.	Local Agency Unique Entity Identifier	RLG6JX7EGAG9
d.	Assistance Listing # Highway Planning and Construction	ALN 20.205
e.	Is the Award for R&D?	No
f.	Indirect Cost Rate (if applicable)	N/A
g.	Amount of Federal Funds Obligated by this Action:	$0.00
h.	Amount of Federal Funds Obligated to Date (including this Action):	$0.00

3. ESTIMATED PAYMENT TO LOCAL AGENCY

a.	Federal Funds Budgeted		$2,224,000.00
b.	State Funds Budgeted		$3,088,000.00
c.	Less Estimated Federal Share of CDOT-Incurred Costs		$0.00
	TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY	**86%**	**$5,312,000.00**
	TOTAL ESTIMATED FUNDING BY LOCAL AGENCY	**14%**	**$864,000.00**
	TOTAL PROJECT ESTIMATED FUNDING	**100.00%**	**$6,176,000.00**

4. FOR CDOT ENCUMBRANCE PURPOSES

CRP Federal Award

a.	Total Encumbrance Amount (Federal & Local Agency Funds)	**$2,780,000.00**
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109	$0.00

State MMO Award

c.	Total Encumbrance Amount (State Funds)	**$3,088,000.00**
d.	Less ROW Acquisition 3111 and/or ROW Relocation 3109	$0.00
	NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS	**$5,868,000.00**

Note: No funds are currently available. Design and Construction funds will become available after execution of an Option letter (Exhibit B) or formal Amendment.

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CRP Federal Award				
WBS Element 25503.10.30	Performance Period Start*/End Date TBD - TBD	Design	3020	$0.00
WBS Element 25503.20.10	Performance Period Start*/End Date TBD - TBD	Const.	3301	$0.00
State MMO Award				
WBS Element 25503.10.30	Performance Period Start*/End Date N/A - N/A	Design	3020	$0.00
WBS Element 25503.20.10	Performance Period Start*/End Date N/A - N/A	Const.	3301	$0.00

* For CRP Federal Award Funds the Local Agency should not begin work until all three (3) of the following are in place: 1) Phase Performance Period Start Date; 2) the execution of the document encumbering funds for the respective phase; and 3) Local Agency receipt of the official Notice to Proceed. Any work performed before these three (3) milestones are achieved will not be reimbursable.
**For State MMO Award Funds the Local Agency should not begin work until both of the following are in place: 1) the execution of the document encumbering funds for the respective phase; and 2) Local Agency receipt of the official Notice to Proceed. Any work performed these two (2) milestones are achieved will not be reimbursable.

B. Funding Ratios

The funding ratio for the for this Work is 86% federal and state funds to 14% Local Agency funds, and this ratio applies only to the $6,176,000.00 that is eligible for funding. All other costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds $6,176,000.00, and additional federal and state funds are not available, the Local Agency shall pay all such excess costs. If the total cost of performance of the Work is less than $6,176,000.00, then the amounts of Local Agency, state, and federal funds will be decreased in accordance with the funding ratio described in **A1**. **This applies to the entire scope of Work.**

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be $5,312,000.00. For CDOT accounting purposes, the federal funds of $2,224,000.00, state funds of $3,088,000.00, and the Local Agency funds of $556,000.00 will be encumbered, but the Local Agency funds of $308,000.00 will NOT be encumbered for a total encumbrance of $5,868,000.00. The total budget of this project is $6,176,000.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total cost of the Work is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that any cost is subject to revisions agreed to by the parties prior to bid and award. The maximum amount payable will be reduced without amendment when the actual amount of the Local Agency's awarded Agreement is less than the budgeted total of the federal funds and the Local Agency funds. The maximum amount payable will be reduced through the execution of an Option Letter as described in Section 7. E. of this contract. **This applies to the entire scope of Work.**

D. Single Audit Act Amendment

All state and local government and non-profit organizations receiving $750,000 or more from all funding sources defined as federal financial assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of 2 CFR part 200, subpart F (Audit Requirements) see also, 49 CFR 18.20 through 18.26. The Single Audit Act Amendment requirements applicable to the Local Agency receiving federal funds are as follows:

i. **Expenditure less than $750,000**
If the Local Agency expends less than $750,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.

ii. **Expenditure of $750,000 or more-Highway Funds Only**
If the Local Agency expends $750,000 or more, in Federal funds, but only received federal Highway funds (Catalog of Federal Domestic Assistance, CFDA 20.205) then a program specific

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audit shall be performed. This audit will examine the “financial” procedures and processes for this program area.

iii. Expenditure of $750,000 or more-Multiple Funding Sources
If the Local Agency expends $750,000 or more in Federal funds, and the Federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.

iv. Independent CPA
Single Audit shall only be conducted by an independent CPA, not by an auditor on staff. An audit is an allowable direct or indirect cost.

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EXHIBIT D

EFFECTIVE DATE: 04-24-2023

LOCAL AGENCY RESOLUTION

RESOLUTION NO. R2023- 44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) FOR THE SIDEWALK MULTIMODAL ACCESS IMPROVEMENTS PROJECT

WHEREAS, the City of Aurora, Colorado (the "City"), and the State of Colorado Department of Transportation ("CDOT"), collectively "the Parties", as government agencies, are authorized by the provisions of Colo. Const., art. XIV, § 18(2)(a) and C.R.S. §§ 29-1-201, et seq., to contract with one another to provide any function, service or facility lawfully authorized to each; and

WHEREAS, the City applied for a DRCOG 2022-2027 Transportation Improvement Program (TIP) Call 2 Adams County and Arapahoe County Subregional Forums Project Application grant, administered by the Colorado Department of Transportation (CDOT); and

WHEREAS, funds from this program are distributed to projects that are expected to improve safety, mobility, and travel for users in the City; and

WHEREAS, the City staff identified improvements at various locations in need of sidewalk connections to improve multimodal access and transit facilities throughout the City ("Project"); and

WHEREAS, these locations were split into applications to both Adams County and Arapahoe County forums; and

WHEREAS, the grant applications were submitted in June 2022 and the City was notified that both applications for the Project were selected for funding in September 2022; and

WHEREAS, the Project was submitted with a local match of 20% for the Project budget total of $6,640,000; however, the local match tracked in this intergovernmental agreement with CDOT has a representative 14% match because CDOT only tracks the minimum match required and does not include the local overmatch amount of $464,000; and

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

WHEREAS, the City Council of the City of Aurora finds and determines that it is in the best interest of the City and its citizens to authorize the execution of the Intergovernmental Agreement between the City and CDOT for the Sidewalk Multimodal Access Improvements Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF

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AURORA, COLORADO:

Section 1. The Intergovernmental Agreement Between the City of Aurora and CDOT for the Sidewalk Multimodal Access Improvements Project is hereby approved.

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

Section 3. All prior Resolutions or any parts that are inconsistent herewith are hereby rescinded.

RESOLVED AND PASSED this 24th day of April, 2023.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

RLA

Michelle Gardner

MICHELLE GARDNER, Sr. Assistant City Attorney

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Exhibit E-

Local Agency Contract Administration Checklist

COLORADO DEPARTMENT OF TRANSPORTATION

LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST

Project No.	STIP No.	Project Code	Region
CRP M055-063	SDR 9000	25503	R-1

Project Location: Havana St. at 17th Ave, Havana St at Montview Blvd, Colfax Ave at Laredo St, Havana St at 13th Ave, Havana St at 4th Way, Yale Ave from Peoria St to Xanadu Way, and Chambers Rd from Hampden Cr to Nassau Ave.

Date 01/05/2022

Project Description:
Sidewalk Multimodal Access Improvement

Local Agency:	Local Agency Project Manager:
City of Aurora	Steve Gardner
CDOT Resident Engineer:	**CDOT Project Manager:**
Maria Hajiaghaee	Cristobal Abbud

INSTRUCTIONS:
This checklist shall be used to establish the contractual administrative responsibilities of the individual parties to this agreement. The checklist becomes an attachment to the Local Agency Agreement. Section numbers (NO.) correspond to the applicable chapters of the *CDOT Local Agency Desk Reference (Local Agency Manual).* LAWR numbers correspond to the applicable flowchart in the Local Agency Web Resource.

The checklist shall be prepared by placing an X under the responsible party, opposite each of the tasks. The X denotes the party responsible for initiating and executing the task. Only one responsible party should be selected. When neither CDOT nor the Local Agency is responsible for a task, not applicable (NA) shall be noted. In addition, # will denote that CDOT must concur or approve.

Tasks that will be performed by Headquarters staff are indicated with an X in the CDOT column under Responsible Party. The Regions, in accordance with established policies and procedures, will determine who will perform all other tasks that are the responsibility of CDOT.

The checklist shall be prepared by the CDOT Resident Engineer or the CDOT Project Manager, in cooperation with the Local Agency Project Manager, and submitted to the Region Program Engineer. If contract administration responsibilities change, the CDOT Resident Engineer, in cooperation with the Local Agency Project Manager, will prepare and distribute a revised checklist.

Note:
Failure to comply with applicable Federal and State requirements may result in the loss of Federal or State participation in funding.

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY LA	RESPONSIBLE PARTY CDOT
		TIP / STIP AND LONG-RANGE PLANS		
	2.1	Review Project to ensure it is consistent with Statewide Plan and amendments thereto		X
		FEDERAL FUNDING OBLIGATION AND AUTHORIZATION		
	4.1	Authorize funding by phases (Requires FHWA concurrence/involvement if Federal-aid Highway funded project.). *Please write in "NA", if Not Applicable.*		x
		PROJECT DEVELOPMENT		
1	5.1	Prepare Design Data - CDOT Form 463	X	
	5.2	Determine Delivery Method	X	
	5.3	Prepare Local Agency/CDOT Inter-Governmental Agreement (see also Chapter 3)		X
2	5.4	Conduct Consultant Selection/Execute Consultant Agreement • Project Development • Construction Contract Administration (including Fabrication Inspection Services)	X X	# #
3,3A	5.5	Conduct Design Scoping Review Meeting	X	X
3,6	5.6	Conduct Public Involvement	X	

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Exhibit E-

Local Agency Contract Administration Checklist

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY LA	CDOT
3	5.7	Conduct Field Inspection Review (FIR)	X	#
4	5.8	Conduct Environmental Processes (may require FHWA concurrence/involvement)	X	#
5	5.9	Acquire Right-of-Way (may require FHWA concurrence/involvement)	X	
3	5.10	Obtain Utility and Railroad Agreements	X	#
3	5.11	Conduct Final Office Review (FOR)	X	#
3A	5.12	Justify Force Account Work by the Local Agency	X	#
3B	5.13	Justify Proprietary, Sole Source, or Local Agency Furnished Items	X	#
3	5.14	Document Design Exceptions - CDOT Form 464	X	#
	5.15	Seek Approval of Guaranty and Warranty Clauses	X	#
	5.16	Justify Colorado Residency Labor Preference	X	#
	5.17	Seek Approval of Specifications on Local Agency Projects	X	#
3	5.18	Prepare Plans, Specifications, Construction Cost Estimates and Submittals	X	
	5.19	Comply with Requirements for Off-and On-System Bridges & Other Structural Work		#
	5.20	Update Approvals on PS&E Package if Project Schedule Delayed	X	#
	5.21	Ensure Authorization of Funds for Construction		X
	5.22	Use Electronic Signatures	X	
	5.23	File Project Records/Documentation in ProjectWise		**X**
	PROJECT DEVELOPMENT CIVIL RIGHTS AND LABOR COMPLIANCE			
3	6.1	Set Disadvantaged Business Enterprise (DBE) Goals for Consultant and Construction Contracts (CDOT Region EEO/Civil Rights Specialist).		X
	6.2	Determine Applicability of Davis-Bacon Act This project ☐ is ☒ is not exempt from Davis-Bacon requirements as determined by the functional classification of the project location (Projects located on local roads and rural minor collectors may be exempt.) Maria Hajiaghaee 01/05/2022 CDOT Resident Engineer Date		X
	6.3	Set On-the-Job Training Goals (CDOT Region EEO/Civil Rights Specialist) *"NA", if Not Applicable*		X
	6.4	Enforce Prompt Payment Requirements		**X**
	6.5	Use Electronic Tracking and Submission Systems – B2Gnow ☒ LCPtracker ☒		
3	6.6	Prepare/submit Title VI Plan and Incorporate Title VI Assurances	X	
6,7		Ensure the correct Federal Wage Decision, all required Disadvantaged Business Enterprise/On-the-Job Training special provisions and FHWA Form 1273 are included in the Contract (CDOT Resident Engineer)	X	#
	ADVERTISE, BID AND AWARD of CONSTRUCTION PROJECTS Federal Project (use 7.1 series in Chapter 7) ☒ Non-Federal Project (Use 7.2 series in Chapter 7) ☐			
6,7		Obtain Approval for Advertisement Period of Less Than Three Weeks;	X	#
7		Advertise for Bids	X	#
7		Concurrence to Advertise		X
7		Distribute "Advertisement Set" of Plans and Specifications	X	
7		Review Worksite & Plan Details w/ Prospective Bidders While Project Is Under Ad	X	
7		Open Bids	X	
7		Process Bids for Compliance		
		Check CDOT Form 1415 – Commitment Confirmation when the low bidder meets DBE goals. (*Please write in "NA", if Not Applicable)*		**X**
		Evaluate CDOT Form 1416 - Good Faith Effort Report and determine if the Contractor has made a good faith effort when the low bidder does not meet DBE goals. *"NA", if Not Applicable.*		**X**
		Submit required documentation for CDOT award concurrence	X	

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Exhibit E-

Local Agency Contract Administration Checklist

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY LA	CDOT
		Concurrence from CDOT to Award		**X**
		Approve Rejection of Low Bidder		**X**
7,8		Award Contract (federal)	X	#
8		Provide "Award" and "Record" Sets of Plans and Specifications (federal)	X	#
	CONSTRUCTION MANAGEMENT			
8	8.1	Issue Notice to Proceed to the Contractor	X	#
8	8.2	Project Safety	X	
		Pre-construction Conference (Appendix B) • Fabrication Inspection Notifications	X	
		Pre-survey • Construction staking • Monumentation	X X	
		Partnering (Optional)	N/A	N/A
		Structural Concrete Pre-Pour (Agenda is in *CDOT Construction Manual)*	X	
		Concrete Pavement Pre-Paving (Agenda is in *CDOT Construction Manual)*	X	
		HMA Pre-Paving (Agenda is in *CDOT Construction Manual)*	X	
8	8.4	Develop and distribute Public Notice of Planned Construction to media and local residents		
9	8.5	Supervise Construction		
		A Professional Engineer (PE) registered in Colorado, who will be "in responsible charge of construction supervision." Jana Krell _____ 979-575-1618 Local Agency Professional Engineer or CDOT Resident Engineer — Phone number	X	
		Provide competent, experienced staff who will ensure the Contract work is constructed in accordance with the plans and specifications	X	
		Construction inspection and documentation (including projects with structures)	X	
		Fabrication Inspection and documentation	X	
9	8.6	Review and Approve Shop Drawings	X	#
9	8.7	Perform Traffic Control Inspections	X	
9	8.8	Perform Construction Surveying	X	
9	8.9	Monument Right-of-Way	X	
9,9A	8.10	Prepare and Approve Interim and Final Contractor Pay Estimates. Collect and review CDOT Form 1418 (or equivalent) Provide the name and phone number of the person authorized for this task. Steve Gardner (303) 656-6879 _____ _____ Local Agency Representative — Phone number	X	#
9	8.11	Prepare and Approve Interim and Final Utility and Railroad Billings	X	#
9B	8.12	Prepare and Authorize Change Orders	X	X
9B	8.13	Submit Change Order Package to CDOT	X	
9A	8.14	Prepare Local Agency Reimbursement Requests	X	
9	8.15	Monitor Project Financial Status	X	#
9	8.16	Prepare and Submit Monthly Progress Reports	X	#
9	8.17	Resolve Contractor Claims and Disputes	X	#
	8.18	Conduct Routine and Random Project Reviews Provide the name and phone number of the person responsible for this task. Maria Hajiaghaee 303.757.9914, _____ _____ CDOT Resident Engineer — Phone number		**X**
9	8.19	Ongoing Oversight of DBE Participation	**X**	

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Exhibit E-

Local Agency Contract Administration Checklist

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY LA	CDOT
	MATERIALS			
9,9C	9.1	Discuss Materials at Pre-Construction Meeting	X	X
		• Buy America documentation required prior to installation of steel	X	#
9,9C	9.2	Complete CDOT Form 250 - Materials Documentation Record		X
		• Generate form, which includes determining the minimum number of required tests and applicable material submittals for all materials placed on the project		X
		• Update the form as work progresses	X	
		• Complete and distribute form after work is completed	X	
9C	9.3	Perform Project Acceptance Samples and Tests	X	
9C	9.4	Perform Laboratory Verification Tests	X	
9C	9.6	Accept Manufactured Products		
		Inspection of structural components: **On-system requires CDOT Approval**		
		• Fabrication of structural steel and pre-stressed concrete structural components	X	#
		• Bridge modular expansion devices (0" to 6" or greater)	X	#
		• Fabrication of bearing devices	X	#
9C	9.6	Approve Sources of Materials: **On-system requires CDOT Approval**	X	#
9C	9.7	Independent Assurance Testing (IAT) **On-system requires CDOT Approval**		
		Local Agency Procedures ☐ CDOT Procedures ☒		
		• Generate IAT schedule		X
		• Schedule and provide notification	X	
		• Conduct IAT	X	
9C	9.8	Approve mix designs **On-system requires CDOT Approval**		
		• Concrete	X	#
		• Hot mix asphalt	X	#
9C	9.9	Check Final Materials Documentation	X	
9C	9.10	Complete and Distribute Final Materials Documentation	X	
	CONSTRUCTION CIVIL RIGHTS AND LABOR COMPLIANCE			
9	10.1	Fulfill Project Bulletin Board and Pre-Construction Packet Requirements	X	
8,9	10.2	Process CDOT Form 205 - Sublet Permit Application and CDOT Form 1425 – Supplier Application Approval Request. Review & sign completed forms, as applicable, and submit to EEO/Civil Rights Specialist.	X	X
9	10.3	Conduct Equal Employment Opportunity and Labor Compliance Verification Employee Interviews. Complete CDOT Form 280	X	
9	10.4	Monitor Disadvantaged Business Enterprise Participation to Ensure Compliance with the "Commercially Useful Function" Requirements	X	
9	10.5	Conduct Interviews When Project Utilizes On-the-Job Trainees.		
		• Complete CDOT Form 1337 – Contractor Commitment to Meet OJT Requirements.	X	
		• Complete CDOT Form 838 – OJT Trainee / Apprentice Record.		
		• Complete CDOT Form 200 - OJT Training Questionnaire		
9	10.6	Check Certified Payrolls (Contact the Region EEO/Civil Rights Specialists for training requirements.)	X	
9	10.7	Submit FHWA Form 1391 - Highway Construction Contractor's Annual EEO Report	X	
	10.8	Contract Compliance and Project Site Reviews		X
	FINALS			
	11.1	Conduct Final Project Inspection.	X	X
10	11.2	Write Final Project Acceptance Letter	X	
10	11.3	Advertise for Final Settlement	X	
11	11.4	Prepare and Distribute Final As-Constructed Plans	X	
11	11.5	Prepare EEO Certification and Collect EEO Forms	X	

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Exhibit E-

Local Agency Contract Administration Checklist

11	11.6	Check Final Quantities, Plans, and Pay Estimate; Check Project Documentation; and submit Final Certifications	X	
LA WK	**NO.**	**DESCRIPTION OF TASK**	**RESPONSIBLE PARTY** **LA**	**CDOT**
11	11.7	Check Material Documentation and Accept Final Material Certification (See Chapter 9)	X	X
	11.8	Review CDOT Form 1419		X
	11.9	Submit CDOT Professional Services Closeout Report Form		
	11.10	Complete and Submit CDOT Form 1212 LA – Final Acceptance Report (by CDOT)	X	X
11	11.11	Process Final Payment	X	
	11.12	Close out Local Project	X	X
	11.13	Complete and Submit CDOT Form 950 - Project Closure		X
11	11.14	Retain Project Records	X	
11	11.15	Retain Final Version of Local Agency Contract Administration Checklist	X	X

cc: CDOT Resident Engineer/Project Manager
CDOT Region Program Engineer
CDOT Region EEO/Civil Rights Specialist
CDOT Region Materials Engineer
CDOT Contracts and Market Analysis Branch
Local Agency Project Manager

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EXHIBIT F

CERTIFICATION FOR FEDERAL-AID CONTRACTS

The Local Agency certifies, by signing this Agreement, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, Agreement, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of Congress, or an employee of a Member of Congress in connection with this Federal contract, Agreement, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly.

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EXHIBIT G

DISADVANTAGED BUSINESS ENTERPRISE

SECTION 1. Policy.

It is the policy of the Colorado Department of Transportation (CDOT) that disadvantaged business enterprises shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal fundsunder this agreement, pursuant to 49 CFR Part 26. Consequently, the 49 CFR Part IE DBE requirements the Colorado Department of Transportation DBE Program (or a Local Agency DBE Program approved in advance by the State) applyto this agreement.

SECTION 2. DBE Obligation.

The recipient or the Local Agency agrees to ensure that disadvantaged business enterprises as determined by the Office of Certification at the Colorado Department of Regulatory Agencies have the maximum opportunity to participate in theperformance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all participants or contractors shall take all necessary and reasonable steps in accordance with the CDOTDBE program (or a Local Agency DBE Program approved in advance by the State) to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of CDOT assisted contracts.

SECTION 3 DBE Program.

The Local Agency (sub-recipient) shall be responsible for obtaining the Disadvantaged Business Enterprise Program ofthe Colorado Department of Transportation, 1988, as amended, and shall comply with the applicable provisions of the program. (If applicable).

A copy of the DBE Program is available from and will be mailed to the Local Agency

upon request: BusinessPrograms Office

Colorado Department of Transportation

2829 West Howard PlaceDenver,

Colorado 80204

Phone: (303) 757-9007

REQUIRED BY 49 CFR
PART 26

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EXHIBIT H

LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES

Title 23 Code of Federal Regulations (CFR) 172 applies to a federally funded Local Agency project agreement administered by CDOT that involves professional consultant services. 23 CFR 172.1 states "The policies and procedures involve federally funded contracts for engineering and design related services for projects subject to the provisions of 23 U.S.C. 112(a) and are issued to ensure that a qualified consultant is obtained through an equitable selection process, that prescribed work is properly accomplished in a timely manner, and at fair and reasonable cost" and according to 23 CFR 172.5 "Price shall not be used as a factor in the analysis and selection phase." Therefore, local agencies must comply with these CFR requirements when obtaining professional consultant services under a federally funded consultant contract administered by CDOT.

CDOT has formulated its procedures in Procedural Directive (P.D.) 400.1 and the related operations guidebook titled "Obtaining Professional Consultant Services". This directive and guidebook incorporate requirements from both Federal and State regulations, i.e., 23 CFR 172 and CRS §24-30-1401 et seq. Copies of the directive and the guidebook may be obtained upon request from CDOT's Agreements and Consultant Management Unit. [Local agencies should have their own written procedures on file for each method of procurement that addresses the items in 23 CFR 172].

Because the procedures and laws described in the Procedural Directive and the guidebook are quite lengthy, the subsequent steps serve as a short-hand guide to CDOT procedures that a Local Agency must follow in obtaining professional consultant services. This guidance follows the format of 23 CFR 172. The steps are:

1. The contracting Local Agency shall document the need for obtaining professional services.

2. Prior to solicitation for consultant services, the contracting Local Agency shall develop a detailed scope of work and a list of evaluation factors and their relative importance. The evaluation factors are those identified in C.R.S. 24-30-1403. Also, a detailed cost estimate should be prepared for use during negotiations.

3. The contracting agency must advertise for contracts in conformity with the requirements of C.R.S. 24-30-1405. The public notice period, when such notice is required, is a minimum of 15 days prior to the selection of the three most qualified firms and the advertising should be done in one or more daily newspapers of general circulation.

4. The Local Agency shall not advertise any federal aid contract without prior review by the CDOT Regional Civil Rights Office (RCRO) to determine whether the contract shall be subject to a DBE contract goal. If the RCRO determines a goal is necessary, then the Local Agency shall include the goal and the applicable provisions within the advertisement. The Local Agency shall not award a contract to any Contractor or Consultant without the confirmation by the CDOT Civil Rights and Business Resource Center that the Contractor or Consultant has demonstrated good faith efforts. The Local Agency shall work with the CDOT RCRO to ensure compliance with the established terms during the performance of the contract.

5. The Local Agency shall require that all contractors pay subcontractors for satisfactory performance of work no later than 30 days after the receipt of payment for that work from the contractor. For construction projects, this time period shall be reduced to seven days in accordance with Colorado Revised Statute 24-91-103(2). If the Local Agency withholds retainage from contractors and/or allows contractors to withhold retainage from subcontractors, such retainage provisions must comply with 49 CFR 26.29.

6. Payments to all Subconsultants shall be made within thirty days of receipt of payment from [the Local Agency] or no later than ninety days from the date of the submission of a complete invoice from the Subconsultant, whichever occurs first. If the Consultant has good cause to dispute an amount invoiced by a Subconsultant, the Consultant shall notify [the Local Agency] no later than the required date for payment. Such notification shall include the amount disputed and justification for the withholding. The Consultant shall maintain records of payment that show amounts paid to all Subconsultants. Good cause does not include the Consultant's failure to submit an invoice to the Local Agency or to deposit payments made.

7. The analysis and selection of the consultants shall be done in accordance with CRS §24-30-1403. This section of the regulation identifies the criteria to be used in the evaluation of CDOT pre-qualified prime consultants and their team. It also shows which criteria are used to short-list and to make a final selection.

The short-list is based on the following evaluation factors:

a. Qualifications,

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b. Approach to the Work,

c. Ability to furnish professional services.

d. Anticipated design concepts, and

e. Alternative methods of approach for furnishing the professional services. Evaluation factors for final selection are the consultant's:

a. Abilities of their personnel,

b. Past performance,

c. Willingness to meet the time and budget requirement,

d. Location,

e. Current and projected work load,

f. Volume of previously awarded contracts, and

g. Involvement of minority consultants.

8. Once a consultant is selected, the Local Agency enters into negotiations with the consultant to obtain a fair and reasonable price for the anticipated work. Pre-negotiation audits are prepared for contracts expected to be greater than $50,000. Federal reimbursements for costs are limited to those costs allowable under the cost principles of 48 CFR 31. Fixed fees (profit) are determined with consideration given to size, complexity, duration, and degree of risk involved in the work. Profit is in the range of six to 15 percent of the total direct and indirect costs.

9. A qualified Local Agency employee shall be responsible and in charge of the Work to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of the contract. At the end of Work, the Local Agency prepares a performance evaluation (a CDOT form is available) on the consultant.

CRS §§24-30-1401 THROUGH 24-30-1408, 23 CFR PART 172, AND P.D. 400.1, PROVIDE ADDITIONAL DETAILS FOR COMPLYING WITH THE PRECEEDING EIGHT (8) STEPS.

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EXHIBIT I

FEDERAL-AID CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

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1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

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within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

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(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

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(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

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subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

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corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* $27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

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3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

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with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant

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who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

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submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

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subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

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ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

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EXHIBIT J

ADDITIONAL FEDERAL REQUIREMENTS

Federal laws and regulations that may be applicable to the Work include:

Executive Order 11246

Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of $10,000 by the Local Agencies and their contractors or the Local Agencies).

Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and sub-Agreements for construction or repair).

Davis-Bacon Act

The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts in excess of $2,000 awarded by the Local Agencies and the Local Agencies when required by Federal Agreement program legislation. This act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor).

Contract Work Hours and Safety Standards Act

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by the Local Agency's in excess of $2,000, and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers).

Clean Air Act

Standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and sub-Agreements of amounts more than $100,000).

Energy Policy and Conservation Act

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

OMB Circulars

Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.

Hatch Act

The Hatch Act (5 USC 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

Nondiscrimination

The Local Agency shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color national origin, sex, age or disability. Prior to the receipt of any Federal financial assistance from CDOT, the Local Agency shall execute the attached Standard DOT Title VI assurance. As appropriate, the Local Agency shall include Appendix A, B, or C to the Standard DOT Title VI assurance in any contract utilizing federal funds, land, or other aid. The Local Agency shall also include the following in all contract advertisements:

> *The [Local Agency], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (79 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, DBEs will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for any award.*

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ADA

In any contract utilizing federal funds, land, or other federal aid, the Local Agency shall require the federal-aid recipient or contractor to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.

Uniform Relocation Assistance and Real Property Acquisition Policies Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91-646, as amended and Public Law 100-17, 101 Stat. 246-256). (If the contractor is acquiring real property and displacing households or businesses in the performance of the Agreement).

Drug-Free Workplace Act

The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.).

Age Discrimination Act of 1975

The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et. seq. and its implementing regulation, 45 C.F.R. Part 91; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84.

23 C.F.R. Part 172

23 C.F.R. Part 172, concerning "Administration of Engineering and Design Related Contracts".

23 C.F.R Part 633

23 C.F.R Part 633, concerning "Required Contract Provisions for Federal-Aid Construction Contracts".

23 C.F.R. Part 635

23 C.F.R. Part 635, concerning "Construction and Maintenance Provisions".

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973. The requirements for which are shown in the Nondiscrimination Provisions, which are attached hereto and made a part hereof.

Nondiscrimination Provisions:

In compliance with Title VI of the Civil Rights Act of 1964 and with Section 162(a) of the Federal Aid Highway Act of 1973, the Contractor, for itself, its assignees, and successors in interest, agree as follows:

i. Compliance with Regulations

The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

ii. Nondiscrimination

The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, mental or physical handicap or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix C of the Regulations.

iii. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, mental or physical handicap or national origin.

iv. Information and Reports

The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State, or the FHWA as appropriate and shall set forth what efforts have been made to obtain the information.

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v. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: **a.** Withholding of payments to the Contractor under the contract until the Contractor complies, and/or **b.** Cancellation, termination or suspension of the contract, in whole or in part.

Incorporation of Provisions §22

The Contractor will include the provisions of this Exhibit J in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interest of the State and in addition, the Contractor may request the FHWA to enter into such litigation to protect the interests of the United States.

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SAMPLE

The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination

Assurances for Local Agencies

DOT Order No. 1050.2A

The [Local Agency] (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Colorado Department of Transportation and the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and Federal Aviation Administration (FAA), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

> *"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, "for which the Recipient receives Federal financial assistance from DOT, including the FHWA, FTA, or FAA.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non- discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FHWA, FTA, and FAA assisted programs:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated or will be (with regard to a "facility") operated or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all FHWA, FTA and FAA programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
3. "The [Local Agency] in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity

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4. to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
5. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

6. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

7. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

8. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

9. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

    a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

10. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.

11. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

12. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the [Local Agency] also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA, FTA, and FAA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigationsconducted by CDOT, FHWA, FTA, or FAA. You must keep records, reports, and submit the material for review

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upon request to CDOT, FHWA, FTA, or FAA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

[Local Agency] gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FHWA, FTA, and FAA. This ASSURANCE is binding on [Local Agency], other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FHWA, FTA, and FAA funded programs. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

_____

(***Name of Recipient***)

by_____

(***Signature of Authorized Official***)

DATED_____

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APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, FHWA, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the [Local Agency], CDOT or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the [Local Agency], CDOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the non-discrimination provisions of this contract, the [Local Agency] will impose such contract sanctions as it, CDOT or FHWA may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the [Local Agency], CDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

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APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the [Local Agency] will accept title to the lands and maintain the project constructed thereon in accordance with (***Name of Appropriate Legislative Authority***), the Regulations for the Administration of (***Name of Appropriate Program***), and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the [Local Agency] all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto [Local Agency] and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the [Local Agency] its successors and assigns.

The [Local Agency], in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the [Local Agency] will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

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APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the [Local Agency] pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the [Local Agency] will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the [Local Agency] and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

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APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by [Local Agency] pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non- discrimination covenants, [Local Agency] will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. *

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will there upon revert to and vest in and become the absolute property of [Local Agency] of Transportation and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

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APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination onthe basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601),(prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis ofsex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on thebasis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, orsex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability ofTitle VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all ofthe programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation,and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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EXHIBIT K

FFATA SUPPLEMENTAL FEDERAL PROVISIONS

State of Colorado
Supplemental Provisions for
Federally Funded Contracts, Grants, and Purchase Orders
Subject to
The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As Amended
Revised as of 3-20-13

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

1. **Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

1.1. **"Award"** means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:

1.1.1. Grants;
1.1.2. Contracts;
1.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
1.1.4. Loans;
1.1.5. Loan Guarantees;
1.1.6. Subsidies;
1.1.7. Insurance;
1.1.8. Food commodities;
1.1.9. Direct appropriations;
1.1.10. Assessed and voluntary contributions; and
1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award ***does not*** include:

1.1.12. Technical assistance, which provides services in lieu of money;
1.1.13. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
1.1.14. Any award classified for security purposes; or
1.1.15. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

1.2. **"Contract"** means the contract to which these Supplemental Provisions are attached and includes all Award types in **§1.1.1** through **1.1.11** above.

1.3. **"Contractor"** means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

1.4. **"Data Universal Numbering System (DUNS) Number"** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: http://fedgov.dnb.com/webform.

1.5. **"Entity"** means all of the following as defined at 2 CFR part 25, subpart C;

1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
1.5.2. A foreign public entity;
1.5.3. A domestic or foreign non-profit organization;

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1.5.4. A domestic or foreign for-profit organization; and

1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.

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

1.7. **"Federal Award Identification Number (FAIN)"** means an Award number assigned by a Federal agency to a Prime Recipient.

1.8. **"FFATA"** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109- 282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the "Transparency Act."

1.9. **"Prime Recipient"** means a Colorado State agency or institution of higher education that receives an Award.

1.10. **"Subaward"** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient's support in the performance of all or any portion of the substantive project or program for which the Award was granted.

1.11. **"Subrecipient"** means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term "Subrecipient" includes and may be referred to as Subgrantee.

1.12. **"Subrecipient Parent DUNS Number"** means the subrecipient parent organization's 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient's System for Award Management (SAM) profile, if applicable.

1.13. **"Supplemental Provisions"** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.

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

1.15. **"Total Compensation"** means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year and includes the following:

1.15.1. Salary and bonus;

1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

1.15.4. Change in present value of defined benefit and actuarial pension plans;

1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;

1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

1.16. "**Transparency Act**" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.

1.17 "Vendor" means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

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2. **Compliance.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3. **System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.**

   3.1. SAM. Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

   3.2. DUNS. Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

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

   4.1. The total Federal funding authorized to date under the Award is $25,000 or more; and

   4.2. In the preceding fiscal year, Contractor received:

      4.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

      4.2.2. $25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

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

5. **Reporting.** Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in **§2** above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at http://www.colorado.gov/dpa/dfp/sco/FFATA.htm.

6. **Effective Date and Dollar Threshold for Reporting.** The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is $25,000 or more. If the initial Award is below $25,000 but subsequent Award modifications result in a total Award of $25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $25,000. If the initial Award is $25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $25,000, the Award shall continue to be subject to the reporting requirements.

7. **Subrecipient Reporting Requirements.** If Contractor is a Subrecipient, Contractor shall report as set forth below.

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7.1 To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM ***for each*** Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

7.1.1 Subrecipient DUNS Number;

7.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;

7.1.3 Subrecipient Parent DUNS Number;

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

7.1.5 Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

7.1.6 Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.

7.2 To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following dataelements:

7.2.1 Subrecipient's DUNS Number as registered in **SAM**.

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

8. Exemptions.

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

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

8.3 Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.

8.4 There are no Transparency Act reporting requirements for Vendors.

Event of Default. Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

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EXHIBIT L

SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT

CDOT SUBRECIPIENT RISK ASSESSMENT	Date:	
Name of Entity (Subrecipient):		
Name of Project / Program:		
Estimated Award Period:		
Entity Executive Director or VP:		
Entity Chief Financial Officer:		
Entity Representative for this Self Assessment:		

Instructions: (See "Instructions" tab for more information) *1. Check only one box for each question. All questions are required to be answered.* *2. Utilize the "Comment" section below the last question for additional responses.* *3. When complete, check the box at the bottom of the form to authorize.*	Yes	No	N/A
EXPERIENCE ASSESSMENT	Yes	No	N/A
1 Is your entity new to operating or managing federal funds (has not done so within the past three years)?	☐	☐	
2 Is this funding program new for your entity (managed for less than three years)? *Examples of funding programs include CMAQ, TAP, STP-M, etc.*	☐	☐	
3 Does your staff assigned to the program have at least three full years of experience with this federal program?	☐	☐	
MONITORING/AUDIT ASSESSMENT	Yes	No	N/A
4 Has your entity had an on-site project or grant review from an external entity *(e.g., CDOT, FHWA)* within the last three years?	☐	☐	☐
5 a) Were there non-compliance issues in this prior review?	☐	☐	☐
b) What were the number and extent of issues in prior review?	☐ 1 to 2	☐ >3	☐
OPERATION ASSESSMENT	Yes	No	N/A
6 Does your entity have a time and effort reporting system in place to account for 100% of all employees' time, that can provide a breakdown of the actual time spent on each funded project? *If No, in the comment section please explain how you intend to document 100% of hours worked by employees and breakdown of time spent on each funding project.*	☐	☐	
FINANCIAL ASSESSMENT	Yes	No	N/A
7 a) Does your entity have an indirect cost rate that is approved and current?	☐	☐	
b) If Yes, who approved the rate, and what date was it approved?			
8 Is this grant/award 10% or more of your entity's overall funding?	☐ >10%	☐ <10%	
9 Has your entity returned lapsed* funds? **Funds "lapse" when they are no longer available for obligation.*	☐	☐	☐
10 Has your entity had difficulty meeting local match requirements in the last three years?	☐	☐	☐
11 What is the total federal funding your entity has been awarded for the last federal fiscal year, and what is your entity's fiscal year end?			

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INTERNAL CONTROLS ASSESSMENT		Yes	No	N/A
12	Has your entity had any significant changes in key personnel or accounting system(s) in the last year? *(e.g., Controller, Exec Director, Program Mgr, Accounting Mgr, etc.) If Yes, in the comment section, please identify the accounting system(s), and / or list personnel positions and identify any that are vacant.*	☐	☐	☐
13	Does your entity have financial procedures and controls in place to accommodate a federal-aid project?	☐	☐	
14	Does your accounting system identify the receipts and expenditures of program funds separately for each award?	☐	☐	
15	Will your accounting system provide for the recording of expenditures for each award by the budget cost categories shown in the approved budget?	☐	☐	
16	Does your agency have a review process for all expenditures that will ensure that all costs are reasonable, allowable and allocated correctly to each funding source? *If Yes, in the comment section, please explain your current process for reviewing costs.*	☐	☐	☐
17	How many total FTE perform accounting functions within your organization?	☐ ≥6	☐ 2 to 5	☐ < 2
IMPACT ASSESSMENT		**Yes**	**No**	**N/A**
18	For this upcoming federal award or in the immediate future, does your entity have any potential conflicts of interest* in accordance with applicable Federal awarding agency policy? *If Yes, please disclose these conflicts in writing, along with supporting information, and submit with this form. (*Any practices, activities or relationships that reasonably appear to be in conflict with the full performance of the Subrecipient's obligations to the State.)*	☐	☐	
19	For this award, has your entity disclosed to CDOT, in writing, violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award? *Response options:* ***YES** = Check if have one or more violation(s) and have either disclosed previously to CDOT or as part of this form. In the comment section, list all violations with names of supporting documentation and submit with this form.* ***NO** = Check if have one or more violation(s) and have not disclosed previously or will not disclose as part of this form. Explain in the comment section.* ***N/A** = Check if have no violations.*	☐	☐	☐
PROGRAM MANAGEMENT ASSESSMENT		**Yes**	**No**	**N/A**
20	Does your entity have a written process/procedure or certification statement approved by your governing board ensuring critical project personnel are capable of effectively managing Federal-aid projects? *If Yes, please submit with this form.*	☐	☐	☐
21	Does your entity have written procurement policies or certification statement for consultant selection approved by your governing board in compliance with 23 CFR 172*? *If Yes, please submit with this form. (*The Brooks Act requires agencies to promote open competition by advertising, ranking, selecting, and negotiating contracts based on demonstrated competence and qualifications, at a fair and reasonable price.)*	☐	☐	☐
22	a) Is your staff familiar with the relevant CDOT manuals and federal program requirements?	☐	☐	☐
	b) Does your entity have a written policy or a certification statement approved by your governing board assuring federal-aid projects will receive adequate inspections? *If Yes, please submit with this form.*	☐	☐	☐
	c) Does your entity have a written process or a certification statement approved by your governing board assuring a contractor's work will be completed in conformance with approved plans and specifications? *If Yes, please submit with this form.*	☐	☐	☐

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	d) Does your entity have a written policy or certification statement approved by your governing board assuring that materials installed on the projects are sampled and tested per approved processes. *If Yes, please submit with this form.*	☐	☐	☐
	e) Does your entity have a written policy or certification statement approved by your governing board assuring that only US manufactured steel will be incorporated into the project *(Buy America requirements)? If Yes, please submit with this form.*	☐	☐	☐

Comments *- As needed, include the question number and provide comments related to the above questions. Insert additional rows as needed.*

☐ ***By checking this box, the Executive Director, VP or Chief Financial Officer of this entity certifies that all information provided on this form is true and correct.***

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EXHIBIT M

OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS

Subject to
The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and AuditRequirements for Federal Awards ("Uniform Guidance"),
Federal Register, Vol. 78, No. 248, 78590

The agreement to which these Uniform Guidance Supplemental Provisions are attached has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the agreement or any attachments or exhibits incorporated into and made a part of the agreement, the provisions of these Uniform Guidance Supplemental Provisions shall control. In the event of a conflict between the provisions of these Supplemental Provisions and the FFATA Supplemental Provisions, the FFATA Supplemental Provisions shall control.

1. Definitions. For the purposes of these Supplemental Provisions, the following terms shall have the meaningsascribed to them below.

1.1. "Award" means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditionsof the Federal Award specifically indicate otherwise. 2 CFR §200.38

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

1.3."Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient. 2CFR §200.37

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

1.5. "Grant" or "Grant Agreement" means an agreement setting forth the terms and conditions of an Award. The term does not include an agreement that provides only direct Federal cash assistance to an individual,a subsidy, a loan, a loan guarantee, insurance, or acquires property or services for the direct benefit of use of the Federal Awarding Agency or Recipient. 2 CFR§200.51.

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

1.7. "Recipient" means a Colorado State department, agency or institution of higher education that receives a Federal Award from a Federal Awarding Agency to carry out an activity under a Federal program. The term does not include Subrecipients. 2 CFR §200.86

1.8. "State" means the State of Colorado, acting by and through its departments, agencies and institutions ofhigher education.

1.9. "Subrecipient" means a non-Federal entity receiving an Award from a Recipient to carry out part of aFederal program. The term does not include an individual who is a beneficiary of such program.

1.10. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A- 133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

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1.11. "Uniform Guidance Supplemental Provisions" means these Supplemental Provisions for Federal Awards subject to the OMB Uniform Guidance, as may be revised pursuant to ongoing guidance from relevant Federal agencies or the Colorado State Controller.

2. Compliance. Subrecipient shall comply with all applicable provisions of the Uniform Guidance, including but notlimited to these Uniform Guidance Supplemental Provisions. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either partyexecuting any further instrument. The State of Colorado may provide written notification to Subrecipient of suchrevisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3. Procurement Standards.

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

§§200.318 through 200.326 thereof.

3.2 Procurement of Recovered Materials. If Subrecipient is a State Agency or an agency of a politicalsubdivision of a state, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in theEPA guidelines.

4. Access to Records. Subrecipient shall permit Recipient and auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).

5. Single Audit Requirements. If Subrecipient expends $750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant tothe Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.

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

5.2 Exemption. If Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government

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Accountability Office.

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

6. Contract Provisions for Subrecipient Contracts. Subrecipient shall comply with and shall include all of thefollowing applicable provisions in all subcontracts entered into by it pursuant to this Grant Agreement.

6.1 Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments

under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice inconspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965,and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuantthereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled,

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terminated or suspendedin whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided bylaw.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuantto section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction,the contractor may request the United States to enter into such litigation to protect the interests of the United States."

6.2 Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractorsmust be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40

U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is other wise entitled.

The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6.3 Rights to Inventions Made Under a Contract or Agreement. If the Federal Award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6.4 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Actas amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection

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Agency (EPA).

6.5 Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220)must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAMExclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well asparties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

6.6 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, oran employee of a member of Congress in connection with obtaining any Federal contract, grant or any otheraward covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

7. Certifications. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2CFR §200.208.Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(3). If the required level ofactivity or effort was not carried out, the amount of the Award must be adjusted.

7.1 Event of Default. Failure to comply with these Uniform Guidance Supplemental Provisions shall constitute anevent of default under the Grant Agreement (2 CFR §200.339) and the State may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

8. Effective Date. The effective date of the Uniform Guidance is December 26, 2013. 2 CFR §200.110. The procurement standards set forth in Uniform Guidance §§200.317-200.326 are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in Uniform Guidance Subpart F-Audit Requirements are applicable to audits of fiscal years beginning on or after December 26, 2014.

9. Performance Measurement. The Uniform Guidance requires completion of OMB-approved standard information collection forms (the PPR). The form focuses on outcomes, as related to the Federal Award Performance Goals that awarding Federal agencies are required to detail in the Awards.

Section 200.301 provides guidance to Federal agencies to measure performance in a way that will help theFederal awarding agency and other non-Federal entities to improve program outcomes.

The Federal awarding agency is required to provide recipients with clear performance goals, indicators, and milestones (200.210). Also, must require the recipient to relate financial data to performance accomplishments of the Federal award.

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Exhibit N

Federal Treasury Provisions

1. APPLICABILITY OF PROVISIONS.

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

1.2. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.

1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.

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

2. DEFINITIONS.

2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

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

2.1.2. "Data Universal Numbering System (DUNS) Number" means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: http://fedgov.dnb.com/webform.

2.1.3. "Entity" means:

2.1.3.1. a Non-Federal Entity;

2.1.3.2. a foreign public entity;

2.1.3.3. a foreign organization;

2.1.3.4. a non-profit organization;

2.1.3.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);

2.1.3.6. a foreign non-profit organization (only for 2 CFR part 170) only);

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2.1.3.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or

2.1.3.8. a foreign for-profit organization (for 2 CFR part 170 only).

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

2.1.5. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

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

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

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

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

2.1.10. "Nonprofit Organization" means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

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

2.1.10.2. Is not organized primarily for profit; and

2.1.10.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.

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

2.1.12. "Pass-through Entity" means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.

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

2.1.14. "Subaward" means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.

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2.1.15. "Subrecipient" or "Subgrantee" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.

2.1.16. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:

2.1.16.1. Salary and bonus;

2.1.16.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

2.1.16.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

2.1.16.4. Change in present value of defined benefit and actuarial pension plans;

2.1.16.5. Above-market earnings on deferred compensation which is not tax-qualified;

2.1.16.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

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

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

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3. COMPLIANCE.

3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3.2. Per US Treasury Final Award requirements, grantee programs or services must not include a term or conditions that undermines efforts to stop COVID-19 or discourages compliance with recommendations and CDC guidelines.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENTS.

4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

4.2. DUNS. Grantee shall provide its DUNS number to its Prime Recipient, and shall update Grantee's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Grantee's information.

5. TOTAL COMPENSATION.

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

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

5.1.2. In the preceding fiscal year, Grantee received:

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

5.1.2.2. $30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

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

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6. REPORTING.

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

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.

7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below $30,000 no reporting required; if more than $30,000 and less than $50,000 then FFATA reporting is required; and, $50,000 and above SLFRF reporting is required.

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

8. SUBRECIPIENT REPORTING REQUIREMENTS.

8.1. Grantee shall report as set forth below.

8.1.1. Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Exhibit P to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

EC 1 – Public Health

All Public Health Projects

a) Description of structure and objectives
b) Description of relation to COVID-19
c) Identification of impacted and/or disproportionately impacted communities
d) Capital Expenditures
    i. Presence of capital expenditure in project
    ii. Total projected capital expenditure
    iii. Type of capital expenditure
    iv. Written justification

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v. Labor reporting

COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)

a) Amount of total project used for evidence-based programs
b) Evaluation plan description

COVID-19 Small Business Economic Assistance (1.8)

a) Number of small businesses served

COVID-19 Assistance to Non-Profits (1.9)

a) Number of non-profits served

COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)

a) Sector of employer
b) Purpose of funds

EC 2 – Negative Economic Impacts

All Negative Economic Impacts Projects

a) Description of project structure and objectives
b) Description of project's response to COVID-19
c) Identification of impacted and/or disproportionately impacted communities
d) Amount of total project used for evidence-based programs and description of evaluation plan *(not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36)*
e) Number of workers enrolled in sectoral job training programs
f) Number of workers completing sectoral job training programs
g) Number of people participating in summer youth employment programs
h) Capital Expenditures
    i. Presence of capital expenditure in project
    ii. Total projected capital expenditure
    iii. Type of capital expenditure
    iv. Written justification
    v. Labor reporting

Household Assistance (2.1-2.8)

a) Number of households served
b) Number of people or households receiving eviction prevention services (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*
c) Number of affordable housing units preserved or developed (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*

Healthy Childhood Environments (2.11-2.13)

a) Number of children served by childcare and early learning *(Federal guidance may change this requirement in July 2022)*
b) Number of families served by home visiting *(Federal guidance may change this requirement in July 2022)*

Education Assistance (2.14, 2.24-2.27)

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a) National Center for Education Statistics ("NCES") School ID or NCES District ID
b) Number of students participating in evidence-based programs *(Federal guidance may change this requirement in July 2022)*

Housing Support (2.15, 2.16, 2.18)

a) Number of people or households receiving eviction prevention services *(Federal guidance may change this requirement in July 2022)*
b) Number of affordable housing units preserved or developed *(Federal guidance may change this requirement in July 2022)*

Small Business Economic Assistance (2.29-2.33)

a) Number of small businesses served

Assistance to Non-Profits (2.34)

a) Number of non-profits served

Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)

a) Sector of employer
b) Purpose of funds
c) If other than travel, tourism and hospitality (2.36) – description of hardship

EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity

Payroll for Public Health and Safety Employees (EC 3.1)

a) Number of government FTEs responding to COVID-19

Rehiring Public Sector Staff (EC 3.2)

a) Number of FTEs rehired by governments

EC 4 – Premium Pay

All Premium Pay Projects

a) List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
b) Numbers of workers served
c) Employer sector for all subawards to third-party employers
d) Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county's average annual wage
e) Number of workers to be served with premium pay in K-12 schools

EC 5 – Infrastructure Projects

All Infrastructure Projects

a) Projected/actual construction start date (month/year)
b) Projected/actual initiation of operations date (month/year)
c) Location (for broadband, geospatial data of locations to be served)
d) Projects over $10 million
    i. Prevailing wage certification or detailed project employment and local impact report

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ii. Project labor agreement certification or project workforce continuity plan
iii. Prioritization of local hires
iv. Community benefit agreement description, if applicable

Water and sewer projects (EC 5.1-5.18)

a) National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
b) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
c) Median Household Income of service area
d) Lowest Quintile Income of the service area

Broadband projects (EC 5.19-5.21)

a) Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
    i. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
    ii. Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.
b) Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to *(Federal guidance may change this requirement in July 2022)*:
    i. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload
    ii. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum

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speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

iii. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

All Expenditure Categories

a) Program income earned and expended to cover eligible project costs

8.1.2. A Subrecipient shall report the following data elements to Prime Recipient no later than five days after the end of the month following the month in which the Subaward was made.

8.1.2.1. Subrecipient DUNS Number;

8.1.2.2. Subrecipient DUNS Number if more than one electronic funds transfer (EFT) account;

8.1.2.3. Subrecipient parent's organization DUNS Number;

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

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

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

8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:

8.1.3.1. Subrecipient's DUNS Number as registered in SAM.

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

8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is applicable to all projects in Expenditure Categories 1 and 2.

8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. See section 8.1.1 for relevant Expenditure Categories.

8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.

8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employment and Wage Statistics, whichever is higher, OR the eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.

8.1.3.7. For infrastructure projects (EC 5), or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and

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location (for broadband, geospatial location data). For projects over $10 million:

8.1.3.8. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

8.1.3.8.1. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.

8.1.3.8.2. Whether the project prioritizes local hires.

8.1.3.8.3. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and Office of the State Controller. The State of Colorado may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Exhibit Q – SLFRF Reporting Modification Form.

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9. PROCUREMENT STANDARDS.

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

9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.

9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS.

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

11. SINGLE AUDIT REQUIREMENTS.

11.1. If a Subrecipient expends $750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

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

11.1.2. Exemption. If a Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

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

12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.

12.1.1. [Applicable to federally assisted construction Agreements.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of "federally assisted construction Agreement" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.

12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

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12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements," and any implementing regulations issued by the Federal Awarding Agency.

12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

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

12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS.

13.1. Subrecipient Certification. Subrecipient shall sign a "State of Colorado Agreement with Recipient of Federal Recovery Funds" Certification Form in Exhibit O and submit to State Agency with signed grant agreement.

13.2. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

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

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

15. EVENT OF DEFAULT AND TERMINATION.

15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

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

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

15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

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

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

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

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EXHIBIT O

AGREEMENT WITH SUBSUBRECIPIENT OF FEDERAL RECOVERY FUNDS

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of Colorado has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State's separate agreement with Treasury. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name _____

Authorized Representative: _____

Title: _____

Signature: _____

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AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS
TERMS AND CONDITIONS

1. Use of Funds.

   a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.

   b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Subrecipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and Office of the State Controller.

4. Maintenance of and Access to Records
   a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and Office of the State Controller.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.

8. Conflicts of Interest. The State of Colorado understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy

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is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.

9. Compliance with Applicable Law and Regulations.
   a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

   b. Federal regulations applicable to this award include, without limitation, the following:

      i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

      ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

      iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

      iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

      i. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

      ii. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

      iii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

      iv. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

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v. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C.§§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.

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13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.
    a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.

    b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.
    a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.

    b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

16. Protections for Whistleblowers.
    a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.

    b. The list of persons and entities referenced in the paragraph above includes the following:
        i. A member of Congress or a representative of a committee of Congress;
        ii. An Inspector General;

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iii. The Government Accountability Office;
iv. A Treasury employee responsible for Agreement or grant oversight or management;
v. An authorized official of the Department of Justice or other law enforcement agency;
vi. A court or grand jury; or
vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

1. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225(Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractorsto adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

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ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of theTreasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, aloan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance,regulated programs, licenses, procurement Agreements by the Federal government at market value,or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

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4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

   The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.

9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of

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discrimination, please so state.

10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

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EXHIBIT P

SLFRF SUBRECIPIENT QUARTERLY REPORT

1. SLFRF SUBRECIPIENT QUARTERLY REPORT WORKBOOK

1.1 The SLFRF Subrecipient Quarterly Report Workbook must be submitted to the State Agency within ten (10) days following each quarter ended September, December, March and June. The SLFRF Subrecipient Quarterly Report Workbook can be found at:
https://osc.colorado.gov/american-rescue-plan-act (see SLFRF Grant Agreement Templates tab)

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EXHIBIT Q

SAMPLE SLFRF REPORTING MODIFICATION FORM

Local Agency:			Agreement No:		
Project Title:			Project No:		
Project Duration:	To:		From:		
State Agency:	CDOT				

This form serves as notification that there has been a change to the reporting requirements set forth in the original SLFRF Grant Agreement.

The following reporting requirements have been (add/ remove additional rows as necessary):

Updated Reporting Requirement **(Add/Delete/Modify)**	**Project Number**	**Reporting Requirement**

By signing this form, the Local Agency agrees to and acknowledges the changes to the reporting requirements set forth in the original SLFRF Grant Agreement. All other terms and conditions of the original SLFRF Grant Agreement, with any approved modifications, remain in full force and effect. Grantee shall submit this form to the State Agency within 10 business days of the date sent by that Agency.

_____ _____

Local Agency Date

_____ _____

CDOT Program Manager Date

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EXHIBIT R

APPLICABLE FEDERAL AWARDS

FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD

Federal Awarding Office	US Department of the Treasury
Grant Program	Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number	21.027
Federal Award Number	SLFRP0126
Federal Award Date *	May 18, 2021
Federal Award End Date	December 31, 2024
Federal Statutory Authority	Title VI of the Social Security Act, Section 602
Total Amount of Federal Award (this is not the amount of this grant agreement)	$3,828,761,790

* Funds may not be available through the Federal Award End Date subject to the provisions in §2 and §5 below.

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EXHIBIT S

PII Certification

STATE OF COLORADO

LOCAL AGENCY CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S., I, Michael Coffman, on behalf of City of Aurora (legal name of Local Agency) (the "Local Agency"), hereby certify under the penalty of perjury that the Local Agency has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Local Agency.

Signature: DocuSigned by: Michael Coffman 6BED1A949725490...

Printed Name: Michael Coffman

Title: Mayor, City of Aurora

Date: 5/29/2023

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EXHIBIT T

CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE

Checklist for required exhibits due to funding sources. Required Exhibits are dependent on the source of funding. This is a guide to assist in the incorporation and completion of Exhibits in relation to funding sources.

Exhibit	Funding only from FHWA	Funding only from ARPA	FHWA and ARPA Funding
EXHIBIT A, SCOPE OF WORK	✓	✓	✓
EXHIBIT B, SAMPLE OPTION LETTER	✓	✓	✓
EXHIBIT C, FUNDING PROVISIONS	✓	✓	✓
EXHIBIT D, LOCAL AGENCY RESOLUTION (IF APPLICABLE)	✓	✓	✓
EXHIBIT E, LOCAL AGENCY AGREEMENT ADMINISTRATION CHECKLIST	✓	✓	✓
EXHIBIT F, CERTIFICATION FOR FEDERAL-AID AGREEMENTS	✓		✓
EXHIBIT G, DISADVANTAGED BUSINESS ENTERPRISE	✓		✓
EXHIBIT H, LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES	✓		✓
EXHIBIT I, FEDERAL-AID AGREEMENT PROVISIONS FOR CONSTRUCTION AGREEMENTS	✓		✓
EXHIBIT J, ADDITIONAL FEDERAL REQUIREMENTS	✓		✓
EXHIBIT K, FFATA SUPPLEMENTAL FEDERAL PROVISIONS	✓	✓	✓
EXHIBIT L, SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT FORM	✓	✓	✓
EXHIBIT M, OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS	✓		✓

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EXHIBIT N, FEDERAL TREASURY PROVISIONS		✓	✓
EXHIBIT O, AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS		✓	✓
EXHIBIT P, SLFRF SUBRECIPIENT QUARTERLY REPORT		✓	✓
EXHIBIT Q, SLFRF REPORTING MODIFICATION FORM		✓	✓
EXHIBIT R, APPLICABLE FEDERAL AWARDS		✓	✓
EXHIBIT S, PII CERTIFICATAION	✓	✓	✓
EXHIBIT T, CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE	✓	✓	✓

STATE OF COLORADO AMENDMENT

Amendment #: 1 **Project #: CRP M055-063 (25503)**

SIGNATURE AND COVER PAGE

State Agency Department of Transportation		**Amendment Routing Number** 23-HA1-XC-00043-M0002
Local Agency CITY OF AURORA		**Original Agreement Routing Number** 23-HA1-XC-00043
Agreement Maximum Amount	$4,874,000.00	**Agreement Performance Beginning Date** June 01, 2023
		Agreement expiration date February 08, 2033

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

STATE OF COLORADO
Jared S. Polis, Governor
Department of Transportation
Shoshana M. Lew, Executive Director

_____
Keith Stefanik, P.E., Chief Engineer

Date: _____

LOCAL AGENCY
CITY OF AURORA

By:_____
*Signature

Name:_____
Mike Coffman

Title:_____
Mayor

Date:_____

Additional Local Agency Signatures
Attest:

_____
Kadee Rodriguez, City Clerk

Date: _____

Approved as to Form:_____
Michelle Gardner, Sr. Assistant City Attorney

Date: _____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:_____
Department of Transportation

Amendment Effective Date:_____

1) PARTIES

This Amendment (the "Amendment") to the Original Agreement shown on the Signature and Cover Page for this Amendment (the "Agreement") is entered into by and between the Local Agency and the State.

2) TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Agreement shall be construed and interpreted in accordance with the Agreement.

3) EFFECTIVE DATE AND ENFORCEABILITY

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay the Local Agency for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in **§3.B** of this Amendment

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Agreement contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Agreement.

4) PURPOSE

The Parties entered into the agreement for the AURORA MULTIMODAL ACCESS IMPROVEMENTS project. The Parties now agree to amend the Agreement as listed in the Modifications section below:

5) MODIFICATIONS

a) Decrease Agreement Maximum Amount from $6,176,000.00 to $4,874,000.00.
b) Exhibit A is replaced by the attached Exhibit A-1. Any reference in the Agreement to Exhibit A will be a reference to Exhibit A-1.
c) Exhibit C-2 is replaced by the attached Exhibit C-3. Any reference in the Agreement to a previous Exhibit C will be a reference to Exhibit C-3.
d) Exhibit E is replaced by the attached Exhibit E-1. Any reference in the Agreement to Exhibit E will be a reference to Exhibit E-1.

6) LIMITS OF EFFECT

This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments or other modifications to the Agreement, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Agreement, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Agreement or any prior modification to the Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Agreement to the extent that this Amendment specifically modifies those Special Provisions.

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EXHIBIT C-3 - FUNDING PROVISIONS

City of Aurora - CRP M055-063 (25503)

A. Cost of Work Estimate

The Local Agency has estimated the total cost of the Work to be $4,874,000.00 which is to be funded as follows:

1. FUNDING

CRP

a. Federal Funds (*80% of CRP Award*)	$2,224,000.00
b. Local Agency Funds (*20% of CRP Award*)	$556,000.00

MMO

c. State Funds (MMO)	$2,094,000.00
(*50% of MMO Award of $4,188,000.00*)	
(*50% of MMO Award of $4,188,000.00 is $2,094,000.00 of CRP Award*)	
TOTAL FUNDS ALL SOURCES	**$4,874,000.00**

2. OMB UNIFORM GUIDANCE

a.	Federal Award Identification Number (FAIN):	693JJ22430000Y601COM055063 693JJ22430000Y606COM055063
b.	Name of Federal Awarding Agency:	FHWA
c.	Local Agency Unique Entity Identifier	KVZATDBDECG8
d.	Assistance Listing # Highway Planning and Construction	ALN 20.205
e.	Is the Award for R&D?	No
f.	Indirect Cost Rate (if applicable)	N/A
g.	Amount of Federal Funds Obligated by this Action:	$0.00
h.	Amount of Federal Funds Obligated to Date (including this Action):	$531,179.00

3. ESTIMATED PAYMENT TO LOCAL AGENCY

a.	Federal Funds Budgeted		$2,224,000.00
b.	State Funds Budgeted		$2,094,000.00
c.	Less Estimated Federal Share of CDOT-Incurred Costs		$0.00
	TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY	**88%**	**$4,318,000.00**
	TOTAL ESTIMATED FUNDING BY LOCAL AGENCY	**12%**	**$556,000.00**
	TOTAL PROJECT ESTIMATED FUNDING	**100.00%**	**$4,874,000.00**

4. FOR CDOT ENCUMBRANCE PURPOSES

CRP Funds

a.	Total Encumbrance Amount (Federal + Local Agency Funds)	$2,780,000.00
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109 Federal 80% of ROW $165,861.00 Local Agency 20% of ROW $41,465.00	$207,326.00

MMO Funds

a.	Total Encumbrance Amount (Only State funds are encumbered)	$2,094,000.00
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109 State 100% of ROW $207,326.00	$207,326.00
	NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS	**$4,459,348.00**

Note: Only $1,327,948.00 in Design funds are currently available. Additional funds will become available after execution of an Option letter (Exhibit B) or formal Amendment.

CRP Funds				
WBS Element 25503.10.30	Performance Period Start*/End Date 02/08/2024- 12/31/2027	Design	3020	$663,974.00
WBS Element 25503.20.10	Performance Period Start*/End Date TBD - TBD	Const.	3301	$0.00
MMO Funds				
WBS Element 25503.10.30	Performance Period Start**/End Date N/A - N/A	Design	3020	$663,974.00
WBS Element 25503.20.10	Performance Period Start**/End Date N/A - N/A	Const.	3301	$0.00

* the Local Agency should not begin work until all three (3) of the following are in place: 1) Phase Performance Period Start Date; 2) the execution of the document encumbering funds for the respective phase; and 3) Local Agency receipt of the official Notice to Proceed. Any work performed before these three (3) milestones are achieved will not be reimbursable.

** the Local Agency should not begin work until both of the following are in place: 1) the execution of the document encumbering funds for the respective phase; and 2) Local Agency receipt of the official Notice to Proceed. Any work performed these two (2) milestones are achieved will not be reimbursable.

B. Funding Ratios

The funding ratio for the federal funds for this Work is 88% federal and State funds to 12% Local Agency funds, and this ratio applies only to the $4,874,000.00 that is eligible for federal & State funding. All other costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds $4,874,000.00, and additional federal and State funds are not available, the Local Agency shall pay all such excess costs. If the total cost of performance of the Work is less than $4,874,000.00, then the amounts of Local Agency, State funds and federal funds will be decreased in accordance with the funding ratio described in **A1**. **This applies to the entire scope of Work.**

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be $3,944,813.00 (federal funds of $2,224,000.00 minus federal share of ROW of $165,861.00 and State funds of $2,094,000.00 minus State share of ROW of $207,326.00). For CDOT accounting purposes, the federal funds of $2,058,139.00, State funds of $1,886,674.00 and the Local Agency funds of $514,535.00 (Local Agency funds of $556,000.00 minus Local Agency share of ROW of $41,465.00) will be encumbered for a total encumbrance of $4,459,348.00. The total budget of this project is $4,874,000.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total cost of the Work is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that any cost is subject to revisions agreed to by the parties prior to bid and award. **This applies to the entire scope of Work.**

D. Single Audit Act Amendment

All state and local government and non-profit organizations receiving $1,000,000 or more from all funding sources defined as federal financial assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of 2 CFR part 200, subpart F (Audit Requirements). The Single Audit Act Amendment requirements applicable to the Local Agency receiving federal funds are as follows:

i. **Expenditure less than $1,000,000**
If the Local Agency expends less than $1,000,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.

ii. **Expenditure of $1,000,000 or more-Highway Funds Only**
If the Local Agency expends $1,000,000 or more, in Federal funds, but only received federal

Highway funds (Catalog of Federal Domestic Assistance, CFDA 20.205) then a program specific audit shall be performed. This audit will examine the “financial” procedures and processes for this program area.

iii. Expenditure of $1,000,000 or more-Multiple Funding Sources
If the Local Agency expends $1,000,000 or more in Federal funds, and the Federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.

iv. Independent CPA
Single Audit shall only be conducted by an independent CPA, not by an auditor on staff. An audit is an allowable direct or indirect cost.

EXHIBIT A-1

SCOPE OF WORK

Name of Project: AURORA MULTIMODAL ACCESS IMPROVEMENTS
Project Number: CRP M055-063
SubAccount #: 25503

This project will design and construct sidewalks that would improve multimodal access in Aurora's sidewalk network focusing on providing safe and convenient access to transit with the following specific scope elements.

1. Havana Street from Montview Blvd to 13th. Sidewalk will be constructed on both sides of the street and is anticipated to be 6-8' in width pending further investigation. Sidewalk may need to be narrower in some segments depending on physical constraints.

2. Havana Street from 4th Avenue to Schomp Hyandai dealership. Sidewalk will be constructed on the east side of the street and is anticipated to be 8-10' in width pending further investigation. Sidewalks may need to be narrower in some segments depending on physical constraints.

Should any of the projects or segments of the projects, deemed, upon further evaluation, technically infeasible, a like-kind sidewalk improvement project that enhances multimodal access to transit may be selected.

If ARPA funds are used, all ARPA funds must be encumbered by December 31, 2024. All work funded by ARPA must be completed by December 31, 2026 and all bills must be submitted to CDOT for payment by January 31, 2027. These bills must be paid by CDOT by March 31, 2027.

By accepting funds for this Scope of Work, Local Agency acknowledges, understands, and accepts the continuing responsibility for the safety of the traveling public after initial acceptance of the project. **Local Agency is responsible for maintaining and operating the scope of work described in this Exhibit A constructed under this Agreement at its own cost and expense during its useful life.**

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

Exhibit E-1
Colorado Department of Transportation
Local Agency Contract Administration Checklist

Project Number	STIP Number	Project Code	Region
25503	SDR900	CRP M055-063	R1

Project Location	Date
Havana Street between 13th Avenue and approximately 100' north on the east sid	10/31/2025

Project Description

Aurora Multi modal Access Improvements

Local Agency	Local Agency Project Manager
Aurora	Jacob Debernadi

CDOT Resident Engineer	CDOT Project Manager
Maria Hajihagee	Dessmund Prospero

Instructions:

This checklist shall be used to establish the contractual administrative responsibilities of the individual parties to this agreement. The checklist becomes an attachment to the Local Agency Agreement. Section numbers (No.) correspond to the applicable chapters of the CDOT Local Agency Manual (formerly referred to as the Local Agency Desk Reference). Local Agency Web Resource (LAWR) numbers correspond to the applicable flowchart in the Local Agency Web Resource.

The checklist shall be prepared by placing an X under the responsible party, opposite each of the tasks. The X denotes the party responsible for initiating and executing the task. It is preferred that only one responsible party be selected, however a number of items may have both parties selected based on judgement. When neither CDOT nor the Local Agency is responsible for a task, not applicable (N/A) shall be marked. In addition, # will be marked to denote that CDOT must concur or approve.

The Regions, in accordance with established policies and procedures, will determine who will perform tasks that are the responsibility of CDOT.

The checklist shall be prepared by the CDOT Resident Engineer or the CDOT Project Manager, in cooperation with the Local Agency Project Manager, and submitted to the Region Program Engineer. If contract administration responsibilities change, the CDOT Resident Engineer, in cooperation with the Local Agency Project Manager, will prepare and distribute a revised checklist.

Note:

Failure to comply with applicable Federal and State requirements may result in the loss of Federal or State participation in funding.

Acronyms:

Colorado Department of Transportation – CDOT

Disadvantaged Business Enterprise – DBE

Colorado Department of Transportation – CDOT

Disadvantaged Business Enterprise – DBE

Equal Employment Opportunity - EEO

Federal Highway Administration – FHWA

Field Inspection Review – FIR

Final Office Review – FOR

Hot Mix Asphalt – HMA

Independent Assurance Testing - IAT

Intergovernmental Agreement – IGA

Local Agency - LA

Local Agency Web Resource – LAWR

Not Applicable – N/A

Number – No.

On-The-Job - OJT

Plans, Specifications, and Estimate – PS&E

Professional Engineer - PE

Right-of-Way – ROW

Statewide Transportation Improvement Program - STIP

Transportation Improvement Program – TIP

TIP / STIP Long-Range Plans

LAWR	No.	Description of Task	Responsible Party LA	CDOT
	2.1	Review Project to ensure it is consistent with Statewide Plan and amendments thereto		X

Subrecipient Monitoring

LAWR	No.	Description of Task	Responsible Party LA	CDOT
	3.1	Preparation of Subrecipient Monitoring Compliance Documents		
		• Subrecipient Determination Tool		X
		• Subrecipient Risk Assessment	X	X
		• Subrecipient Notification Letter		X
		• Subrecipient Project Update Report (Formerly "Performance Report to CDOT")	X	
		• CDOT Monitoring Report of Subrecipients (If applicable)		X

Federal Funding Obligation and Authorization

LAWR	No.	Description of Task	Responsible Party LA	CDOT
	4.1	Authorize funding by phases (Requires FHWA Concurrence if Federal-aid Highway funded project.). Please check N/A, if Not applicable.		X

Project Development

LAWR	No.	Description of Task	Responsible Party LA	CDOT
	5.1	Determine Delivery Method	X	
1	5.2	Prepare Design Data - CDOT Form 463	X	#
	5.3	Prepare Local Agency/CDOT Inter-Governmental Agreement (see also Chapter 3)		X
2	5.4	Conduct Consultant Selection/Execute Consultant Agreement		
		• Project Development	X	#
		• Construction Contract Administration (including Fabrication Inspection Services)	X	#
3,3A	5.5	Conduct Design Scoping Review Meeting	X	X
3,6	5.6	Conduct Public Involvement	X	#

LAWR	No.	Description of Task	Responsible Party LA	CDOT
3	5.7	Conduct Field Inspection Review (FIR)	X	#
4	5.8	Conduct Environmental Process (may require FHWA concurrence /involvement)	X	#
5	5.9	Acquire Right-of-Way (may require FHWA concurrence /involvement)	X	#
3	5.10	Obtain Utility and Railroad Agreements	X	#
3	5.11	Conduct Final Office Review (FOR)	X	#
3A	5.12	Justify Force Account Work by the Local Agency	X	#
3B	5.13	Justify Proprietary, Sole Source, or Local Agency Furnished Items	X	#
3	5.14	Document Design Exceptions - CDOT Form 464	X	#
	5.15	Seek Permission for use of Guaranty and Warranty Clauses	X	#
3	5.18	Prepare Plans, Specifications, Construction Cost Estimates and Submittals	X	
	5.19	Comply with Requirements for Off-and On-System Bridges & Other Structural Work	X	#
	5.20	Update Approvals on PS&E Package if Project Schedule Delayed	X	#
	5.21	Ensure Authorization of Funds for Construction		X
	5.22	Use Electronic Signatures	X	
	5.23	File Project Development Records/Documentation in ProjectWise (PW)		X

Project Development Civil Rights and Labor Compliance

LAWR	No.	Description of Task	Responsible Party LA	CDOT
3	6.1	Set Disadvantaged Business Enterprise (DBE) Goals for Consultant and Construction Contracts (CDOT Region Civil Rights Office)		X
	6.2	Determine Applicability of Davis-Bacon Act This project ☐ is ☑ is not exempt from Davis-Bacon Requirements as determined by the functional classification of the project location (Projects located on local roads and rural minor collectors may be exempt.)		X

CDOT Design Project Manager	Date
Dessmund prospero	10/31/2025

LAWR	No.	Description of Task	Responsible Party LA	CDOT
	6.3	Set On-the-Job Training Goals (CDOT Region Civil Rights Office) "NA", if Not Applicable		X
	6.4	Enforce Prompt Payment Requirements	X	X
	6.5	Use Electronic Tracking and Submission Systems B2Gnow ✔ LCPTracker ✔	X	
3	6.6	Prepare/submit Title VI Plan and Incorporate Title VI Assurances	X	
6,7		Ensure the correct Federal Wage Decision, all required Disadvantaged Business Enterprise/On-the-Job Training Special provisions and FHWA Form 1273 are included in the Contract (CDOT Resident Engineer)	X	#

Advertise, Bid and Award of Construction Projects

Federal Project (use 7.1 series in Chapter 7) ✔

Non-Federal Project (Use 7.2 series in Chapter 7)

LAWR	No.	Description of Task	Responsible Party LA	CDOT
6,7		Obtain Approval for Advertisement Period of Less Than Three Weeks	X	#
7		Advertise for Bids	X	#
7		Concurrence to Advertise		X
7		Distribute "Advertisement Set" of Plans and Specifications	X	
7		Review Worksite & Plan Details w/ Prospective Bidders While Project is Under Advertisement	X	
7		Open Bids	X	
7		Process Bids for Compliance		
		Check CDOT Form 1415 – Commitment Confirmation when the Low bidder meets DBE goals. ("N/A" if Not Applicable)		X
		Evaluate CDOT Form 1416 – Good Faith Effort Report and determine if the Contractor has made a good faith effort when the low bidder does not meet DBE goals. ("N/A" if Not Applicable)		X
		Submit required documentation for CDOT award concurrence	X	
		Concurrence from CDOT to Award		X
		Approve Rejection of Low Bidder		X
7,8		Award Contract (Federal)	X	#
8		Provide "Award" and "Record" Sets of Plans and Specifications (Federal)	X	#

Construction Management			Responsible Party	
LAWR	No.	Description of Task	LA	CDOT
8	Intro	File Project Construction Records/Documentation in PW or as Directed	X	
8	8.1	Issue Notice to Proceed to the Contractor	X	#
8	8.2	Project Safety	X	
8	8.3	Conduct Conferences		
		• Preconstruction Conference (Appendix B)	X	
		o Fabrication Inspection Notifications (**Structures**)	X	#
		• Pre-Survey	X	
		o Construction Staking	X	
		o Monumentation	X	
		• Partnering (Optional)	N/A	N/A
		• Structural Concrete Pre-Pour (Agenda is in the CDOT Construction Manual)	X	
		• Concrete Pavement Pre-Paving (Agenda is in the CDOT Construction Manual)	X	
		• HMA Pre-Paving (Agenda is in the CDOT Construction Manual)	X	
8	8.4	Develop and distribute Public Notice of Planned Construction to media and local residents	X	#
9	8.5	Supervise Construction		
		A Professional Engineer (PE) registered in Colorado, who will be "in responsible charge of construction supervision"	X	
		Local Agency Professional Engineer or CDOT Resident Engineer: Jacob Debernadi — Phone Number: N/A		
		Provide competent, experienced staff who will ensure the Contract work is constructed in accordance with the plans and specifications	X	
		Construction inspection and documentation (including Projects with structures)	X	
		Fabrication Inspection and Documentation	X	#
9	8.6	Review and Approve Shop Drawings	X	#
9	8.7	Perform Traffic Control Inspections	X	#
9	8.8	Perform Construction Surveying	X	
9	8.9	Monument Right-of-Way	X	#

LAWR	No.	Description of Task	Responsible Party LA	CDOT
9,9A	8.10	Prepare and Approve Interim and Final Contractor Pay Estimates. Collect and review CDOT Form 1418 (or equivalent) or use compliance software system. Provide the name and phone number of the person authorized for this task.	X	#
9	8.11	Prepare and Approve Interim and Final Utility and Railroad Billings	X	#
9B	8.12	Prepare and Authorize Change Orders	X	X
9B	8.13	Submit Change Order Package to CDOT	X	
9A	8.14	Prepare Local Agency Reimbursement Requests	X	
9	8.15	Monitor Project Financial Status	X	#
9	8.16	Prepare and Submit Monthly Progress Reports	X	#
9	8.17	Resolve Contractor Claims and Disputes (No Federal Funds used for claims)	X	
	8.18	Conduct Routine and Random Project Reviews Provide the name and phone number of the person responsible for this task.		X
9	8.19	Ongoing Oversight of DBE Participation	X	

Local Agency Representative	Phone Number
Jacob DeBernardi	N/A

CDOT Construction Project Manager	Email Address
Andrea Hebard	303-398-6753

Materials

LAWR	No.	Description of Task	Responsible Party LA	CDOT
9,9C	9.1	Discuss Materials at Pre-Construction Meeting	X	X
		• Buy America documentation required prior to Installation of steel	X	#
		• Buy America, Build America documentation required prior to installation of materials	X	#

LAWR	No.	Description of Task	Responsible Party LA	CDOT
9,9C	9.2	Complete CDOT Form 250 – Materials Documentation Record		
		• Generate form, which includes determining the Minimum number of required tests and applicable Material submittals for all materials placed on the project	☐	X
		• Update the form as work progresses	X	☐
		• Complete and distribute form after work is completed	X	☐
9C	9.3	Perform Project Acceptance Samples and Tests Perform	X	☐
9C	9.4	Laboratory Acceptance Tests	X	☐
9C	9.6	Accept Manufactured Products	X	☐
		Inspection of structural components: **On-system requires CDOT Approval**		
		• Fabrication of structural steel and pre-stressed concrete structural components	X	#
		• Bridge modular expansion devices (0" to 6" or greater)	X	#
		• Fabrication of bearing devices	X	#
9C	9.6	Approve Sources of Materials: **On-system requires CDOT Approval**	X	#
9C	9.7	Independent Assurance Testing (IAT): **On-system requires CDOT Approval**		
		Local Agency Procedures ☐ CDOT Procedures ☑		
		• Generate IAT schedule	☐	X
		• Schedule and provide notification	X	☐
		• Conduct IAT	X	#
9C	9.8	Approve mix designs: **On-system requires CDOT Approval**		
		• Concrete	X	#
		• Hot Mix Asphalt	X	#
9C	9.9	Check Final Materials Documentation	X	#
9C	9.10	Complete and Distribute Final Materials Documentation	X	#

Construction Civil Rights and Labor Compliance

LAWR	No.	Description of Task	Responsible Party LA	CDOT
9	10.1	Fulfill Project Bulletin Board and Pre-Construction Packet Requirements	X	☐

LAWR	No.	Description of Task	Responsible Party LA	CDOT
8,9	10.2	Process CDOT Form 205 – Sublet Permit Application and CDOT Form 1425 – Supplier Application Approval Request. Review & sign completed forms, or review/approve in compliance software system, as applicable, & submit to Region Civil Rights Office.	X	#
9	10.3	Conduct Equal Employment Opportunity and Labor Compliance Verification Employee Interviews. Complete CDOT Form 280	X	
9	10.4	Monitor Disadvantaged Business Enterprise Participation to Ensure Compliance with the "Commercially Useful Function" Requirements.	X	
9	10.5	Conduct Interviews when Project Utilizes On-the-Job Trainees.		
		• Complete CDOT Form 1337 – Contractor Commitment to Meet OJT Requirements.	X	
		• Complete CDOT Form 838 – OJT Trainee / Apprentice Record.	X	
		• Complete CDOT Form 200 – OJT Training Questionnaire.	X	
9	10.6	Check Certified Payrolls (Contact the Region Civil Rights Office for training requirements)	X	
9	10.7	Submit FHWA Form 1391 – Highway Construction Contractor's Annual EEO Report	X	
	10.8	Contract Compliance and Project Site Reviews	X	#

Finals

LAWR	No.	Description of Task	Responsible Party LA	CDOT
	11.1	Conduct Final Project Inspection & Final Inspection of Structures, if applicable	X	#
10	11.2	Write Final Project Acceptance Letter	X	
10	11.3	Advertise for Final Settlement	X	
11	11.4	Prepare and Distribute Final As-Constructed Plans	X	
11	11.5	Prepare EEO Certification and Collect EEO Forms	X	
11	11.6	Check Final Quantities, Plans, and Pay Estimate; Check Project Documentation; and submit Final Certifications	X	
11	11.7	Check Material Documentation and Accept Final Material Certification (See Chapter 9)	X	X
	11.8	Review CDOT Form 1419		X
	11.9	Submit CDOT Professional Services Closeout Report Form	X	

LAWR	No.	Description of Task	Responsible Party LA	CDOT
	11.10	Complete and Submit CDOT Form 1212 LA - Final Acceptance Report (by CDOT)	X	#
11	11.11	Process Final Payment	X	
	11.12	Close out Local Project	X	X
	11.13	Complete and Submit CDOT Form 950 - Project Closure		X
11	11.14	Retain Project Records	X	X
11	11.15	Retain Final Version of Local Agency Contract Administration Checklist	X	X

Cc: CDOT Resident Engineer/Project Manager
CDOT Region Program Engineer
CDOT Region Civil Rights Office
CDOT Region Materials Engineer
CDOT Contracts and Market Analysis Branch
Local Agency Project Manager

AGENDA

Study Session of the
Aurora City Council

Monday, April 17, 2023
6:30 p.m.
VIRTUAL MEETING
City of Aurora
15151 E Alameda Parkway

Pages

1. ITEMS FROM THE MAYOR

1.a Mayor's Update

1.b Issue Update

1.c Resolution to Create an In-House Team Dedicated to Conducting Abatements of Unauthorized Camps 4

Sponsor: Mike Coffman, Mayor

Jessica Prosser, Director of Housing and Community Services / Tim Joyce, Assistant City Attorney

Estimated time: 30 mins

2. CONSENT CALENDAR

2.a Consideration to Appoint One (1) Member to the Historic Preservation Commission 9

Kadee Rodriguez, City Clerk / Dave Lathers, Senior Assistant City Attorney

2.b Intergovernmental Agreement between Aurora and the Colorado Department of Transportation (CDOT) for Sidewalk Multimodal Access Improvements (Resolution) 21

Matt Kozakowski, Transportation Project Delivery Manager, Public Works / Michelle Gardner, Senior Assistant City Attorney

2.c Intergovernmental Agreement with the Colorado Department of Transportation (CDOT) for Aurora Multimodal Transportation Plan (Resolution) 217

Huiliang Liu, Principal Transportation Planner, Planning and Development Service / Michelle Gardner, Senior Assistant City Attorney

2.d Amendment 4 to the Intergovernmental Agreement for Services Between Arapahoe County and the City of Aurora (Resolution) 285

John Wesolowski, Parks and Forestry Manager, Parks, Recreation and Open Space / Tim Joyce, Assistant City Attorney

2.e Name Nature Play Area at Star K Ranch for Richard Gary Black Jr. (Resolution) 305

Brooke Bell, Director of Parks, Recreation and Open Space / Tim Joyce, Assistant City Attorney

3. ITEMS FROM THE POLICY COMMITTEES

3.a Joint Terrorism Task Force Memorandum of Understanding (MOU) (Resolution) 345

Sam McGhee, Police Commander / Megan Platt, Assistant City Attorney

Estimated time: 5 mins

3.b 2023 Spring Supplemental (Ordinance) 362

Jackie Ehmann, Budget Program Manager, Finance / Hanosky Hernandez Perez, Senior Assistant City Attorney

Estimated time: 10 mins

3.c 13th Avenue Multimodal Corridor Study Final Report (Resolution) 426

Tom Worker-Braddock, Senior Transportation Planner, Planning and Development Service / Michelle Gardner, Senior Assistant City Attorney

Estimated time: 20 mins

3.d FSIR Legislative Update 475

Elizabeth Rogers, Intergovernmental Relations Manager / George Koumantakis, Manager of Client Services, City Attorney

Estimated time: 5 mins

4. ITEMS FROM THE CITY MANAGER

CITY OF AURORA
Council Agenda Commentary

Item Title: Resolution to Approve the IGA between Aurora and CDOT for Sidewalk Multimodal Access Improvements
Item Initiator: Matt Kozakowski, Transportation Project Delivery Manager
Staff Source/Legal Source: Matt Kozakowski, Transportation Project Delivery Manager / Michelle Gardner, Senior 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: 4/17/2023

Regular Meeting: 4/24/2023

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated Presentation/discussion time for Study Session

Matt Kozakowski, Transportation Project Delivery Manager, Public Works / Michelle Gardner, Senior Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as proposed at Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as proposed at Regular Meeting

☐ Information Only

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Transportation, Airports & Public Works

Policy Committee Date: 3/30/2023

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.)*

At the June 6, 2022 meeting of the Transportation, Airports, and Public Works Policy Committee, staff presented grant applications for three proposed projects to go to the DRCOG Sub-Regional TIP forum for the 2022 Call 2 on June 24, 2022. The Sidewalk Multimodal Access Improvements grant application was among the projects proposed and subsequently supported by the Committee. (minutes attached)

At the October 27, 2022 meeting of the Transportation, Airports and Public Works Policy Committee, staff provided an update on the applications that were submitted on the grant applications that were submitted to the DRCOG Sub-Regional TIP forum for 2022 Call 2 on June 24, 2022. It was reported that the Sidewalk Multimodal Access Improvements grant application was successful. (minutes attached)

At the March 31, 2023 meeting of the Transportation, Airports, and Public Works Policy Committee, the funding IGA for the Sidewalk Multimodal Acccess Improvements project (this item) was presented. The Committee forwarded the item to the next available Study Session with the recommendation of approval.

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

The City of Aurora applied for a DRCOG 2022-2027 Transportation Improvement Program (TIP) Call 2 Adams County and Arapahoe County Subregional Forums Project Application grant, administered by the Colorado Department of Transportation (CDOT). Funds from this program are distributed to projects that are expected to improve safety, mobility, and travel for users in the City.

Staff identified improvements at various locations in need of sidewalk connections to improve multimodal access and transit facilities throughout the city. These locations were split into applications to both the Adams and Arapahoe County forums. (the Adams County application is included in this packet for reference)

The grant applications were submitted in June 2022 and the City was notified that both applications for this project were selected for funding in September 2022. The project was submitted with a local match of 20% for the project budget of $6,640,000. These contributions are noted in the "As Submitted" funding table below. However, in the process of allocating funding across all of the project submitted, DRCOG awarded this project both Federal (CRP) and State (MMO) funds. Those funding sources have 20% and 10% minimum match requirements respectively. Therefore, the project match tracked in the proposed IGA w/ CDOT has a representative 14% match because CDOT only tracks the minimum match required. The resulting overmatch to get to the total project budget is not tracked in the IGA. See the "As Awarded & Tracked in IGA" table below for specifics.

Grant Application As Submitted

DRCOG	$5,312,000	80%
Local (COA)	$1,328,000	20%
TOTAL	**$6,640,000**	

Grant As Awarded & Tracked in IGA w/ CDOT

	Fed	State	**Total**
DRCOG	$2,224,000	$3,088,000	**$5,312,000**
Min Match %	20%	10%	**14%**
Min Match $	$556,000	$308,000	**$864,000**
Budget Tracked in IGA			**$6,176,000**
Plus Over Match			**$464,000**
Project Budget			**$6,640,000**

FISCAL IMPACT

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

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

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

N/A

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

City Match funds are budgeted in 49743 – Transportation Improvement Program Match.

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

N/A

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

N/A. Workload will be absorbed into FTE positions in Transportation Project Delivery unit of Public Works Engineering.

QUESTIONS FOR COUNCIL

Does Council support moving forward the Resolution and the Intergovernmental Agreement between Colorado Department of Transportation and City of Aurora for the Sidewalk Multimodal Access Improvements Project to the next available Regular Meeting of City Council?

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)

RESOLUTION NO. R2023 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) FOR THE SIDEWALK MULTIMODAL ACCESS IMPROVEMENTS PROJECT

WHEREAS, the City of Aurora, Colorado (the "City"), and the State of Colorado Department of Transportation ("CDOT"), collectively "the Parties", as government agencies, are authorized by the provisions of Colo. Const., art. XIV, § 18(2)(a) and C.R.S. §§ 29-1-201, et seq., to contract with one another to provide any function, service or facility lawfully authorized to each; and

WHEREAS, the City applied for a DRCOG 2022-2027 Transportation Improvement Program (TIP) Call 2 Adams County and Arapahoe County Subregional Forums Project Application grant, administered by the Colorado Department of Transportation (CDOT); and

WHEREAS, funds from this program are distributed to projects that are expected to improve safety, mobility, and travel for users in the City; and

WHEREAS, the City staff identified improvements at various locations in need of sidewalk connections to improve multimodal access and transit facilities throughout the City ("Project"); and

WHEREAS, these locations were split into applications to both Adams County and Arapahoe County forums; and

WHEREAS, the grant applications were submitted in June 2022 and the City was notified that both applications for the Project were selected for funding in September 2022; and

WHEREAS, the Project was submitted with a local match of 20% for the Project budget total of $6,640,000; however, the local match tracked in this intergovernmental agreement with CDOT has a representative 14% match because CDOT only tracks the minimum match required and does not include the local overmatch amount of $464,000; and

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

WHEREAS, the City Council of the City of Aurora finds and determines that it is in the best interest of the City and its citizens to authorize the execution of the Intergovernmental Agreement between the City and CDOT for the Sidewalk Multimodal Access Improvements Project.

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

Section 1. The Intergovernmental Agreement Between the City of Aurora and CDOT for the Sidewalk Multimodal Access Improvements Project is hereby approved.

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

Section 3. All prior Resolutions or any parts that are inconsistent herewith are hereby rescinded.

RESOLVED AND PASSED this _____ day of _____, 2023.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

RLA
Michelle Gardner
_____
MICHELLE GARDNER, Sr. Assistant City Attorney

RESOLUTION NO. R2026 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) FOR THE MULTIMODAL ACCESS IMPROVEMENTS PROJECT

WHEREAS, the City of Aurora, Colorado (the "City"), and the State of Colorado Department of Transportation ("CDOT"), collectively "the Parties", as government agencies, are authorized by the provisions of Colo. Const., art. XIV, § 18(2)(a) and C.R.S. §§ 29-1-201, et seq., to contract with one another to provide any function, service or facility lawfully authorized to each; and

WHEREAS, the City applied for a DRCOG 2022-2027 Transportation Improvement Program (TIP) Call 2 Adams County and Arapahoe County Subregional Forums Project Application grant, administered by CDOT; and

WHEREAS, funds from this program are distributed to projects that are expected to improve safety, mobility, and travel for users in the City; and

WHEREAS, the City staff identified improvements at various locations in need of sidewalk connections to improve multimodal access and transit facilities throughout the City ("Project"); and

WHEREAS, these locations were split into applications to both Adams County and Arapahoe County forums; and

WHEREAS, the grant applications were submitted in June 2022 and the City was notified that both applications for the Project were selected for funding in September 2022; and

WHEREAS, the project was submitted with a local match of 20% for the project budget of $6,176,000 and an intergovernmental agreement between the City and CDOT ("IGA") was executed and made effective June 1, 2023; and

WHEREAS, due to federal funding reductions affecting the Parties and the potential risks to other federally funded projects, the Parties now desire to amend the IGA to decrease the IGA maximum amount from $6,176,000.00 to $4,874,000.00, and to replace Exhibit A with Exhibit A-1, Exhibit C-2 with Exhibit C-3, and Exhibit E with Exhibit E-1; and

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

WHEREAS, the City Council of the City of Aurora finds and determines that it is in the best interest of the City and its citizens to authorize the execution of the First Amendment to Intergovernmental Agreement between the City and CDOT for the Multimodal Access Improvements Project.

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

Section 1. The First Amendment to Intergovernmental Agreement Between the City of Aurora and CDOT for the Multimodal Access Improvements Project is hereby approved.

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

Section 3. All prior Resolutions or any parts that are inconsistent herewith are hereby rescinded.

RESOLVED AND PASSED this _____ day of _____, 2026.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, City Attorney

Michelle Gardner RLA
_____
MICHELLE GARDNER, Sr. Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Second Amendment to Intergovernmental Agreement (IGA) between City and the Office of Alternate Defense Counsel (OADC)
Item Initiator: Fatima A. Thibou, Administrative Supervisor
Staff Source/Legal Source: Shawn Day, Presiding Judge / Angela Garcia, Senior Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Safe: Promoting safety in our built environment through effective administration of city codes and ordinances and responding to emergencies appropriately to preserve and enhance the community's sense of security and well-being.

COUNCIL MEETING DATES:

Study Session: 3/23/2024

Regular Meeting: N/A

2nd Regular Meeting (if applicable): NA

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Shawn Day, Presiding Judge, Aurora Municipal Court / Angela Garcia, Senior Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

N/A

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

Second Amendment to Intergovernmental Agreement (IGA) between City and the Office of Alternate Defense Counsel (OADC)

FISCAL IMPACT

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

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

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

N/A

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

N/A

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

N/A

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

N/A

QUESTIONS FOR COUNCIL

Does Council approve of moving the item forward to a regular City Council meeting?

LEGAL COMMENTS

Council may, by resolution, enter into contracts or agreements with other governmental units or special districts for the joint use of buildings, equipment or facilities, and for furnishing or receiving commodities or services. (City Charter, Art. 10-12). The Mayor must sign all intergovernmental agreements to which the city is a party. (City Code, Sec. 2-31(b)(2)). (Garcia)

SECOND AMENDMENT
TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF AURORA AND
THE OFFICE OF ALTERNATE DEFENSE COUNSEL

This Second Amendment ("Second Amendment") to the Intergovernmental Agreement ("Agreement") regarding the Office of Alternate Defense Counsel providing representation to eligible indigent persons charged with violations of municipal code violations and traffic offenses is made and entered into as of the 1st day of January 2026, by and between **CITY OF AURORA, COLORADO** ("City") and **THE OFFICE OF ALTERNATE DEFENSE COUNSEL** ("OADC"), individually a "Party" and collectively "Parties."

WHEREAS, the City and OADC entered into an Intergovernmental Agreement ("Agreement") adopted by Resolution No. R2023-164 and made effective January 23, 2024, regarding the provision of counsel representation to eligible indigent persons charged with violations of municipal code violations and traffic offenses where the Aurora Public Defender's Office ("APDO") has identified an ethical conflict of interest preventing it from undertaking or continuing the representation and the Court has appointed conflict counsel at the request of APDO or on its own Motion; and

WHEREAS, the City and OADC entered into an amendment of the Agreement on November 1, 2024 ("First Amendment") adopted and approved by Resolution R2024-172; and

WHEREAS, the Parties desire to again amend the Agreement to extend the term of the Agreement to another one-year term beginning on January 1, 2026 and ending on December 31, 2026; and

WHEREAS, the Parties desire to revise the Agreement renewal language in subsection (B) of Section 3 so the Agreement may be renewed on an annual basis not to exceed a total of two (2) additional twelve (12) month renewals; and

WHEREAS, the Parties desire to define the process the City Representative will follow to troubleshoot potential budget shortfalls when funds fall below the maximum contract amount; and

WHEREAS, the Parties desire to substitute language in subsections (B), (C) and (E) of Section 4 – Compensation and Payment; and

WHEREAS, the Parties desire to strike subsections (F), (G), (H), (I), (J) and (K) of Section 4 – Compensation and Payment.

NOW, THEREFORE, the Parties mutually agree to amend the Agreement as follows:

1. Section 3(A). Term; Renewal – **Extend Term**

   A. Term: The term of the Agreement shall be extended for an additional one-year term for the period of January 1, 2026 through December 31, 2026, or until the

Maximum Contract Amount specified in Section (4)(A) is expended and all of the services specified herein have been satisfactorily performed, whichever is sooner, unless the Agreement is terminated as specified in Section 5 – Termination, Subsections (a) and (b). Subject to the City Representative's prior written authorization and with adequate funding, the OADC shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Chief Public Defender.

2. Section 3(B). Term; Renewal – **Language Substitution**

   B. Renewal: Subject to annual budget appropriation, the Agreement may be renewed on an annual basis not to exceed a total of two (2) additional twelve (12) month renewals.

3. Section 4(A). Compensation and Payment – **Notification Process for Fund Depletion**

   A. Maximum Contract Amount: The maximum contract amount to be paid by the City to the OADC for the performance of the work shall in no event exceed the sum of **ONE HUNDRED THOUSAND DOLLARS ($100,000.00)**. The Agreement is modified to increase said amount by a duly authorized and written amendment to the Agreement executed by the Parties in the same manner as this Second Amendment. The City Representative will convene City stakeholders to troubleshoot potential budget shortfalls when the remaining funds under this Agreement falls below half of the maximum contract amount. When remaining funds under this Agreement fall below the estimated cost for the quarter as described in Section (4)(B), the City Representative will notify the OADC who will notify contractors as well as the court that if funds under the Agreement become fully exhausted, OADC contractors will stop accepting appointments on new cases. If all the funds under the Agreement have been exhausted, OADC will continue to provide representation to eligible indigent persons who OADC contractors already represent, and the City will compensate OADC consistent with the Agreement, but OADC contractors will stop accepting appointments on new cases until a new agreement amendment is executed.

4. Section 4(B). Compensation and Payment – **Language Substitution**

   B. Payments by the City: The City shall compensate OADC for services in accordance with the same payment structures and rates that are paid by the state of Colorado to attorneys and other interdisciplinary team members under contract with the Office of the Alternate Defense Counsel created in § 21-2-101, C.R.S., and that are consistent with Chief Justice Directive 04-04, as amended, July 2025 ("the Directive") as it may be or any successor document to the Directive. The current version of the Directive is attached hereto and incorporated herein as **Attachment A**. The City shall pay at the

commencement of the Term a retainer of **TWENTY-FIVE THOUSAND DOLLARS ($25,000.00)** to cover the estimated costs for the quarter. Work will commence when the retainer has been received by OADC. Thereafter, each month or upon exhaustion of the retainer, subject to not exceed amount stated in Section 4(A), the City shall pay to OADC an amount sufficient to return the retainer to **TWENTY-FIVE THOUSAND DOLLARS ($25,000.00)**. OADC shall provide monthly invoices within FOURTEEN (14) days of the following month, and invoices shall reflect all payments made by OADC between the first and last day of the month reflected. The City shall pay OADC the amount listed in the invoice within FIFTEEN (15 days) of receipt of the invoice. Monthly reports submitted by the OADC to the City Representative must include incurred expenses that accurately reflect payments made within the month. Such reports shall be subject to review by the City Representative, and the Parties shall promptly confer to resolve any discrepancies. Upon expiration or termination of this Agreement, in the event the City has made a payment in excess of amounts owed to OADC hereunder, any excess amount shall be returned to the City within thirty (30) days of the termination of OADC's work under the contract.

5. Section 4(C). Compensation and Payment – **Language Substitution**

   C. Subject to Appropriation; No Multiple Year Obligation – It is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall extend only to funds appropriated by the Aurora City Council for the purpose of the Agreement, encumbered for the purpose of the Agreement and paid into the Treasury of the City. The OADC acknowledges that (i) the City does not, by this Second Amendment, irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Second Amendment is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

6. Section 4(E). Compensation and Payment – **Language Substitution**

   E. The OADC acknowledges that the City is not obligated to execute an amendment to this Agreement for any further phase of work by the OADC other than the work described herein and that any further phase of work performed by OADC beyond that specifically described or without an amendment to the Agreement is performed at OADC's risk and without authorization under the Agreement.

7. Section 4(F). Compensation and Payment – **Language Stricken from Agreement**

   ~~F. The City shall at the commencement of the Term of this Agreement make a lump sum payment of TWENTY THOUSAND DOLLARS ($20,000.00) to OADC to cover the estimated costs for the first quarter. At the exhaustion of the retainer or at the start of each month, OADC will provide invoices~~

~~requesting payment for the amount necessary to replenish the retainer to TWENTY THOUSAND DOLLARS ($20,000.00). OADC will provide a final invoice for the calendar year ending December 31, 2023, within 10 days of the following year.~~

8. Section 4(G). Compensation and Payment – **Language Stricken from Agreement**

~~G. Invoices shall reflect the last payment date for which reimbursement is requested and an explanation for any discrepancy between monthly reports and invoice covering the same period of time. Failure to include all payments (or payments and services if final invoice of the year) as of the final payment date may result in nonpayment.~~

9. Section 4(H). Compensation and Payment – **Language Stricken from Agreement**

~~H. Monthly reports submitted by the OADC to the City Representative must fully document services rendered and any expenses incurred to include: (1) total amount paid (with mileage and over maximum payments break down); (2) total number of cases closed and of those, the number closed after a trial; (3) number of cases opened, or the number of cases that remain pending as of the month's end. Such reports shall be subject to review by the City Representative and the Parties shall promptly confer to resolve any discrepancies in either the statements or invoices.~~

10. Section 4(I). Compensation and Payment – **Language Stricken from Agreement**

~~I. Upon expiration or termination of this Agreement, in the event the City has made a payment in excess of amounts owed to OADC hereunder, any excess amount shall be returned to the City within thirty (30) days of the termination of OADC's work under the contract.~~

11. Section 4(J). Compensation and Payment – **Language Stricken from Agreement**

~~J. Subject to Appropriation: No Multiple Year Obligation: It is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall extend only to funds appropriated by the Aurora City Council for the purpose of this Agreement, encumbered for the purpose of the Agreement and paid into the Treasury of the City. The OADC acknowledges that (i) the City does not, by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.~~

12. Section 4(K). Compensation and Payment – **Language Stricken from Agreement**

~~K. Amendment: The OADC acknowledges that the City is not obligated to execute an amendment to this Agreement for any further phase of work by the OADC~~

~~other than the work described herein and that any further phase of work performed by OADC beyond that specifically described or without an amendment to this Agreement is performed at OADC's risk and without authorization under this Agreement.~~

13. Except to the extent modified herein, all provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties agree that this Agreement have caused this Second Amendment to be executed as of the first date written above.

CITY OF AURORA, COLORADO

By: _____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

_____
ANGELA GARCIA, Senior Assistant City Attorney

_____
SHAWN DAY, Presiding Judge

Elizabeth Cadiz 3.9.2026
_____
ELIZABETH CADIZ, Chief Public Defender

THE OFFICE OF THE ALTERNATE DEFENSE COUNSEL

By: Joanna Landau 3/9/2026
_____
JOANNA E. LANDAU, Executive Director

SUPREME COURT OF COLORADO

OFFICE OF THE CHIEF JUSTICE

APPOINTMENT OF STATE-FUNDED COUNSEL IN CRIMINAL CASES AND FOR CONTEMPT OF COURT CHIEF JUSTICE DIRECTIVE 04-04 AMENDED EFFECTIVE JULY 1, 2024

This policy is adopted to assist the administration of justice with respect to the appointment of counsel in criminal cases pursuant to Titles 16 and 18 and for the appointment of counsel to an indigent person cited for contempt where a jail sentence is contemplated. This policy does not cover appointments made for juvenile delinquency cases pursuant to Title 19, except to the extent necessary to address appointments made prior to November 1, 2014, for which the Judicial Department is responsible for payment of counsel. For appointments of counsel for juvenile delinquency cases after November 1, 2014, see Chief Justice Directive 14-01.

I. CONSTITUTIONAL AND STATUTORY AUTHORITY

A. The federal and state constitutions provide that an accused person has the right to be represented by counsel in criminal prosecutions. This constitutional right has been interpreted to mean that counsel will be provided at state expense for indigent persons in all cases in which actual incarceration is a likely penalty or there is a waiver of the right to counsel at the advisement.

B. State funds are appropriated to the Office of the Public Defender to provide for the representation of indigent persons in criminal cases pursuant to §21-1-103, C.R.S. (2014).

C. State funds are appropriated to the Office of Alternate Defense Counsel to provide for the representation of indigent persons in criminal cases in which the Public Defender declares a conflict of interest pursuant to §21-2-101, C.R.S. (2014).

D. Prior to November 1, 2014, Section 19-2-706(2), C.R.S. (2014), provided for the representation of juveniles in delinquency cases in which (1) the parent or legal guardian refused to retain counsel for the juvenile, or (2) the court found such representation was necessary to protect the interest of the juvenile or other parties involved in the case. When such an appointment was necessary and the juvenile did not qualify for representation by the Public Defender or the Office of Alternate Defense Counsel, the Judicial Department was authorized to pay for the costs of counsel and investigator services. House Bill 14-1032 established that, effective November 1, 2014, the Public Defender or OADC if there is a conflict, shall be appointed to represent juveniles in such cases. Reimbursement to the state is authorized for parental refusal, as outlined in §19-2-706(2)(b), C.R.S. and Chief Justice Directive 14-01.

E. Colorado Rules of Civil Procedure 107 and 407 provide for the appointment of counsel to an indigent person cited for contempt where a jail sentence is contemplated. If the court appoints private counsel to prosecute a contempt action or to represent an indigent party for contempt

charges, the Judicial Department will pay for counsel, as there is no statutory authority for the Public Defender or the Alternate Defense Counsel to represent clients for the sole purpose of addressing contempt charges.

II. INDIGENCY DETERMINATION – OUT OF CUSTODY

A. All parties requesting court-appointed counsel pursuant to this Chief Justice Directive must be indigent to be represented at state expense, except as otherwise provided in section III. Such person(s) must also be indigent or otherwise qualify for court-appointed counsel as described in Section IV for the court to authorize the payment of certain costs/expenses. Any party requesting court-appointed representation on the basis of indigency must complete Form JDF208, Application for Public Defender, Court-Appointed Counsel or Guardian ad Litem, signed under oath.

B. An indigent person is one whose financial circumstances prevent the person from having equal access to the legal process (Attachments A, B, and C).

C. Pursuant to §21-1-103 (3), C.R.S., the initial determination of indigency in criminal cases shall be made by the Public Defender subject to review by the court. Therefore, all persons seeking court-appointed representation in criminal matters shall complete form JDF208 and shall first apply with the Office of the Public Defender. In all matters described in Section IV.C of this Directive, the party must complete form JDF208 and submit it to the court for approval.

D. In all cases, the court retains jurisdiction to determine whether the person is indigent based on all the information available. Upon receipt of the finding by the Public Defender on the issue of eligibility for representation in accordance with the fiscal standards, the court shall review the person's application for Public Defender, including any requests for exception to the determination of the Public Defender. Based on a review of all information available, the court shall enter an order either granting or denying the person's request for appointment of the public defender. The court may use the judicial district's Collections Investigator(s) to provide a recommendation to the court relative to the above determinations, if additional analysis is needed.

E. If the court finds the person indigent and appoints counsel at State expense, the court may consider ordering the person to make reimbursement in whole or in part to the State of Colorado pursuant to law using the process described in Section VI. of this Chief Justice Directive.

F. An attorney or other person appointed by the court on the basis of a person's inability to pay the costs of the appointment shall provide timely notice to the court in the event financial related information is discovered that would reasonably call into question the person's inability to pay such costs. The court shall have the discretion to reassess indigence, and for purposes of possible reimbursement to the state, the provisions of Section VI. of this Chief Justice Directive shall apply. Based upon a reassessment of a party's financial circumstances, the court may terminate a state-paid appointment, require reimbursement to the State of Colorado of all or part of the costs incurred or to be incurred, or continue the appointment in its current pay status.

III. INDIGENCY DETERMINATION – IN CUSTODY AND CANNOT POST/IS NOT ALLOWED BAIL

If a person is in custody and cannot post or is not allowed bail, the Public Defender, or Alternate Defense Counsel if the Public Defender has determined that a conflict exists and has notified ADC that conflict representation is necessary, may automatically elect to represent that person and will notify the court, either verbally or in writing, of the circumstances. The person need not complete a JDF208 until and unless the person is released from custody. If the person is released from custody, then all provisions under Section II., Indigency Determination – Out of Custody, apply.

IV. GUIDELINES FOR APPOINTMENT OF COUNSEL

A. ***Appointment of Public Defender***

1. Appointments on the Basis of Indigency: To be eligible for representation by the Public Defender (PD), a defendant must be indigent **or eligible for automatic representation,** as defined above and determined by the PD, subject to review by the court. If such person is indigent **or is eligible for automatic representation,** the court shall appoint the PD, except as otherwise provided in paragraph IV.B.

2. Appointments to Assist in Motions Under Rule 35 of the Colorado Rules of Criminal Procedure: An indigent defendant may be entitled to representation by the PD to assist in motions under Rule 35 if the court does not deny the motion under Crim. P. 35(c)(3)(IV). If another attorney represents the defendant and withdraws, the PD may be appointed if the defendant is indigent and there is no conflict with such representation.

3. Appointments for Appeals:

   a. The court or the PD shall reassess the indigency status of a defendant who requests court-appointed counsel, as described in Section II.A., for purposes of appeal.

   b. When an indigent person has an Alternate Defense Counsel attorney for the trial of a criminal case, the PD shall be appointed to represent the defendant on appeal unless the court determines that the PD has a conflict of interest.

B. ***Appointment of Alternate Defense Counsel***

The Office of Alternate Defense Counsel (OADC) shall maintain a list of qualified attorneys for use by the courts in making appointments. Upon appointment of an Alternate Defense Counsel attorney, the clerk shall notify the OADC's designee. No more than one attorney may be appointed as counsel for an indigent person except where good cause is shown . Accordingly, upon specific written request by counsel for appointment of an additional attorney to assist in the defense of an indigent person, the OADC may approve appointment of an additional attorney for good cause shown. Such requests should be made in writing and directed to the OADC. Alternate Defense Counsel shall be appointed under the following

circumstances:

1. Conflict-of-Interest Appointments: The PD shall file a motion or otherwise notify the court to withdraw in all cases in which a conflict of interest exists. The court shall appoint an Alternate Defense Counsel attorney to represent indigent persons in cases in which the court determines that the PD has a conflict of interest and removes the PD from the case. The OADC is responsible by statute to handle all PD conflict cases. Therefore, the OADC shall establish policies and procedures to cover instances when Alternate Defense Counsel has a conflict.

2. Appointments To Assist in Motions Under Rule 35 of the Colorado Rules of Criminal Procedure: An indigent defendant may be entitled to conflict-free counsel to assist in motions under Rule 35 if the court does not deny the motion under Crim. P. 35(c)(3)(IV) and if the PD notifies the court that a conflict of interest exists. The provisions of IV.B.1. above shall be followed in appointing an Alternate Defense Counsel attorney.

3. Appointments for Appeals: If the court determines that the PD has a conflict of interest, it shall set forth in a written order the reason for the conflict of interest and the court shall appoint an Alternate Defense Counsel attorney to represent the defendant.

C. ***Appointment of Other Counsel***

1. The Clerk of Court or the Court Executive shall maintain a list of qualified private attorneys from which appointments shall be made under this section. Private counsel appointed under the following circumstances will be paid by the Judicial Department as established in this directive:

   a. Appointments of Advisory Counsel: There is no constitutional right to the appointment of advisory counsel to assist a *pro se* defendant. However, pursuant to case law, the court may appoint private advisory counsel either 1) at the request of an indigent *pro se* defendant, or 2) over the objections of an indigent *pro se* defendant to ensure orderly proceedings and to provide assistance to the defendant. If the court appoints private advisory counsel for an indigent *pro se* defendant in a criminal case, the Judicial Department will pay for counsel, as there is no statutory authority for the Public Defender or the Alternate Defense Counsel to advise *pro se* defendants.

   b. Appointments of Contempt Counsel: Private counsel may be appointed as a special prosecutor or as counsel for an indigent person facing contempt charges when punitive sanctions may be imposed, in accordance with Rule 107(d) and 407(d) of the Colorado Rules of Civil Procedure. Costs and reasonable attorney's fees in connection with the contempt proceeding may be assessed at the discretion of the court.

   c. Appointments of Counsel for Grand Jury Witnesses: A witness subpoenaed to appear and testify before a grand jury is entitled to assistance of counsel pursuant to §16-5-204, C.R.S. (2014). For any person financially unable to obtain adequate assistance, counsel may be appointed at state expense. Pursuant to case law, no attorney who provides counsel in the grand jury room may represent more than one witness in a

single investigation without grand jury permission. If the court appoints counsel for an indigent witness before a grand jury, the Judicial Department will pay for counsel, as there is no statutory authority for the Public Defender or the Alternate Defense Counsel to represent grand jury witnesses.

d. Appointments of Counsel for Witnesses: An indigent witness subpoenaed to appear and testify in a court hearing may be appointed counsel if the witness requests counsel and the judge determines the appointment of counsel is necessary to assist the witness in asserting his or her privilege against self-incrimination. If the court appoints counsel for an indigent witness for this purpose, the Judicial Department will pay for counsel, as there is no statutory authority for the Public Defender or the Alternate Defense Counsel to represent a witness.

2. For appointments under this section, the appointing judge or magistrate shall, to the extent practical and subject to attorney-client privilege, monitor the actions of the appointee to ensure compliance with the duties and scope specified in the order of appointment.

3. Attorneys appointed under this section shall notify the State Court Administrator, in writing, within five (5) days of any malpractice suit or grievance brought against them.

4. Appointees shall maintain adequate professional liability insurance for all work performed. In addition, appointees shall notify the State Court Administrator, in writing, within five (5) days if they cease to be covered by said liability insurance and shall not accept court appointments until coverage is reinstated.

V. GUIDELINES FOR PAYMENT

A. Public Defender Costs

The Public Defender's Office has attorneys on staff (Deputy Public Defenders) to accept appointments. Court costs and other expenses incurred by the Public Defender shall be billed to the Public Defender's Office in accordance with that office's policies and procedures.

B. Office of Alternate Defense Counsel Costs

All Contractor fees earned, and expenses incurred shall be filed with the OADC in accordance with that office's policies and procedures. A schedule of standard hourly rates for counsel and other persons necessary to provide legal services commensurate with those available to persons who are not indigent and maximum total fees for OADC state-funded counsel is shown in Attachment D (1). If there are unusual circumstances involved in the case, OADC may approve excess fees and expenses.

C. Other Court-Appointee's Cost

The fees and costs associated with appointments described under section IV. C. shall be paid by the Judicial Department as follows:

1. Fees and Expenses: Appointments may be made by the courts on a non-contract hourly fee basis or contract basis as set forth by the State Court Administrator's Office. A schedule

of maximum hourly rates and maximum total fees for state-funded counsel and investigators is shown in Attachment D (2). Upon appointment of counsel or other appointee, court staff shall enter the appointment in the ICON/Eclipse computer system and complete the appointment on the CAC system for payment and tracking purposes. Claims for payment on hourly appointments shall be entered in the Department's **Internet-based payment system (CACS)**; or, if the State Court Administrator's Office has granted the appointee an exception to the requirement to invoice using CACS, claims for payment shall be filed with the Court Executive in the respective judicial district on the Request and Authorization for Payment of Fees (form JDF207). Claims for payment on flat-fee, contract appointments shall be entered in the Department's Internet-based payment system (CACS); or, if the State Court Administrator's Office has granted the appointee an exception to the requirement to invoice using CACS, such claims for payment shall be filed with the State Court Administrator's Office using the process and format required by that office. All requests for hourly payment must be in compliance with Guidelines for Payment of Court-Appointed Counsel and Investigators Paid by the Judicial Department for Itemized Fees and Expenses on an Hourly Basis (Attachment E) and shall follow the Court-Appointed Counsel and Investigators Procedures for Payment of Fees and Expenses (Attachment F). All hourly payment requests shall be reviewed by the Court Executive or his/her designee to ensure that all charges are appropriate and in compliance with this directive and applicable fiscal policies and procedures, before authorizing the request. The Office of the State Court Administrator may review, verify, and revise, when appropriate, authorizations for payment. All incomplete or erroneous claims will be returned to the attorney or investigator with an explanation concerning the issue(s) identified.

2. Court Costs, Expert Witness Fees, and Related Expenses: Costs incurred by counsel shall be pre-approved, billed to and paid by the appointing court. Court costs include such items as: expert and standard witness fees and expenses, service of process, language interpreter fees, mental health examinations, transcripts, and discovery costs. Payment of all court costs shall be in accordance with applicable statutes, Chief Justice Directives, and other policies and procedures of the Judicial Department. Appropriate travel receipts must accompany out-of-state investigation travel expenses incurred by the appointee.

3. Investigator Appointments: If a court-appointed attorney paid by the Judicial Department requires the services of an investigator, he or she shall submit a motion to the court requesting authority to hire an investigator. The court shall authorize such appointments as the judge or magistrate deems necessary, and shall issue an order authorizing the amount of investigator fees and expenses that may be incurred, not to exceed the maximum fees set forth in Attachment D (2). The Judicial Department shall pay for investigator services under these circumstances.

4. Online Appointee Billing: Appointees paid by the Judicial Department shall invoice the Department using the Department's Internet-based system (CACS) according to the policies and procedures set forth by the State Court Administrator's Office. An appointee may request an exception to this requirement by contacting the State Court Administrator's Office. In the request, the appointee shall describe the extenuating circumstances preventing the use of CACS for invoicing. The person overseeing the Court-Appointed Counsel system or his/her designee shall review such requests and shall have final decision authority concerning the granting or denial of the request. Failure of an appointee to learn or avail him/herself of training on the use of CACS is not sufficient cause to warrant an exception.

5. To maintain the security and integrity of CACS, appointees shall immediately notify the State Court Administrator's Office, in writing, of any changes in appointee's staffing or practice that may require cancellation or other changes in the CACS login authority or credentials of appointee or appointee's staff.

6. Failure of appointee to appropriately use CACS shall be sufficient grounds for denial of payment and may result in removal from consideration for future appointments.

D. Court Costs, Expert Witness Fees and Investigator Fees of an Indigent Party who is Not Appointed Counsel

1. In certain circumstances, a defendant's court costs, expert witness fees, and/or investigator fees may be paid by the Judicial Department even though the defendant is not represented by state-funded counsel (i.e., Public Defender; Alternate Defense Counsel; Judicial-paid counsel). Payment by the local court is appropriate if any of the following statements apply:

   a) The defendant is indigent and proceeding *pro se*;
   b) The defendant is indigent and receiving *pro bono*, private counsel;
   c) The defendant is receiving private counsel but becomes indigent during the course of the case, and the court has determined that the defendant lacks sufficient funds to pay for court costs, and that it would be too disruptive to the proceedings to assign the Public Defender or Alternate Defense Counsel to the case.

2. Court costs include such items as: expert and standard witness fees and expenses, service of process, language interpreter fees, mental health examinations, transcripts, and discovery costs. An investigator appointed by the court under this section shall be paid in accordance with the rates and maximum fees established in Attachment D (2). A motion requesting authorization to hire an investigator, to pay court costs, or for expert witness fees shall be submitted to the court. The Court shall authorize such appointments or payments as the judge or magistrate deems necessary and shall issue an order authorizing the amount of the costs, fees and expenses that may be incurred under this section. For maximum rates for payment of expert witnesses, see CJD 12-03, as amended.

E. In instances in which fees for activity such as travel time, waiting time, and mileage expenses were incurred simultaneously for more than one court appointment, appointees shall apportion the fees or expenses across cases, as applicable (for example, traveling to/from court would be billed 50% on the client A appointment and 50% on the client B appointment if the appointee made one trip to cover both clients' hearings).

VI. REIMBURSEMENT TO THE STATE

A. If the court determines, at any time before, during the course of the appointment (at the court's discretion if questions concerning indigence arise), or after the appointment of state-funded counsel, that the person has the ability to pay all or a part of the expenses for representation including related ancillary costs, the court shall enter a written order that the person reimburse all or a part of said expenses and inform the responsible party of this obligation. Such order shall constitute a final judgment including costs of collection and may be collected by the state

in any manner authorized by law. The court's financial review concerning ability to pay counsel fees and costs may be accomplished with the use of the judicial district's Collections Investigator. If the defendant is placed on probation, the court may require payment for the costs of representation as one of the conditions of probation.

B. Collection of fees and costs related to court-appointed representation may be referred to the Collections Investigator or a private collector that has an agreement for such collection services with the State Court Administrator's Office.

C. Costs for representation provided may be assessed against the responsible party(ies) at the fixed hourly rate for state-funded private counsel for the number of hours reported to the court, or at a flat fee rate established by the Public Defender or Alternate Defense Counsel. Other costs incurred for the purposes of prosecution and representation of the case may also be assessed including, for example, costs for transcripts, witness fees and expenses, and costs for service of process. In addition, the responsible party(ies) may be required to pay costs of collection. Costs incurred for accommodations required under the Americans with Disabilities Act, such as hearing interpreter fees, may not be assessed.

VII. COMPLAINTS

A. All written complaints and documentation of verbal complaints regarding the performance of any state-paid counsel shall be submitted to the Court Executive.

B. All complaints shall be referred by the Court Executive to the appropriate agency or person. Public Defender complaints shall be submitted to the Public Defender's Office. Complaints against an Alternate Defense Counsel attorney shall be submitted to the Alternate Defense Counsel Office. The Court Executive will forward all other complaints to the presiding judge or, if appropriate, the Chief Judge of the district unless a conflict exists due to the judge's involvement in a pending case. If a conflict exists, the Court Executive will forward the complaint to another judge designated for that purpose.

C. If the complaint involves an attorney and the reviewing judge or Court Executive determines that the person may have violated the Colorado Rules of Professional Conduct, the information shall be filed with the Colorado Supreme Court Office of Attorney Regulation Counsel. The Regulation Counsel shall advise the reporting judge or Court Executive and the State Court Administrator of the final outcome of the investigation.

D. Copies of all written complaints and documentation of verbal complaints regarding state-paid counsel shall be forwarded by the Court Executive to the State Court Administrator's Office. The State Court Administrator may investigate a complaint and take action he/she believes is necessary to resolve any concerns or issues raised by the complaint. Such action may include, but is not limited to, terminating the contract with the attorney.

VIII. SANCTIONS

A. All contracts with the Judicial Department for appointments addressed in this Chief Justice Directive shall include a provision requiring compliance with this Chief Justice Directive. Failure

to comply with this Directive may result in termination of any associated contract and/or removal from the appointment list.

B. Judges and Magistrates shall notify appointees that acceptance of the appointment requires compliance with this Directive, and that failure to comply may result in termination of the current appointment and/or removal from the appointment list.

CJD 04-04 is amended and adopted effective July 1, 2024.

Attachment D(1) of this CJD is amended effective *nunc pro tunc t*o July 1, 2025.

Attachments D(2) and F of this CJD are amended effective August 1, 2025.

Done at Denver, Colorado this 23rd day of July, 2025.

/s /
Monica M. Márquez, Chief Justice

Attachment A, CJD 04-04, Amended April 2024
Applicant Name _____ **Court** _____

Case Number _____ **Case Name** _____

FISCAL STANDARDS - ELIGIBILITY SCORING INSTRUMENT

Use information from Form JDF208 and information provided by applicant during screening interview. Circle the points in the category that applies Total at end.

Factor	At or below guidelines	Up to 10% above guidelines	11% to 75% above guidelines (Not eligible if income is more than 75% above guidelines.)
Section 1. Income Guidelines **Gross income from all members of the household who contribute monetarily to the common support of the household.** Income categories include: wages, including tips, salaries, commissions, payments received as an independent contractor for labor or services, bonuses, dividends, severance pay, pensions, retirement benefits, royalties, interest/investment earnings, trust income, annuities, capital gains, Social Security Disability (SSD), Social Security Supplemental Income (SSI), Workman's Compensation Benefits, Unemployment Benefits, and alimony. **Gross income shall not include income from TANF payments, food stamps, subsidized housing assistance, and veteran's benefits earned from a disability, child support payments or other public assistance programs.** **NOTE: Income from roommates should not be considered if such income is not commingled in accounts or otherwise combined with the Applicant's income in a fashion which would allow the applicant**	**150 points**	**100 points**	**0 points**

proprietary rights to the roommate's income.)			

SECTION 1. TOTAL POINTS _____

Section 2. Expenses vs. Income
(Expenses for nonessential items such as cable television, club memberships, entertainment, dining out, alcohol, cigarettes, etc., shall <u>not</u> be included.)

Monthly expenses exceed income by over $100 **= 50 points**

Monthly expenses are within $100 of income **= 25 points**

Monthly income exceeds expenses by over $100 **= 0 points**

SECTION 2. TOTAL POINTS _____

Section 3. Charge (most severe) vs. Assets which could be used to pay defense costs (Assets to include cash on hand or in accounts, stocks, bonds, certificates of deposit, equity, and personal property or investments which could readily be converted into cash without jeopardizing the applicant's ability to maintain home and employment.)

Assets	Class 1 to Class 3 Felony or Habitual Offender Related	Class 4 to Class 6 Felony	Class 1 to Class 3 Misdemeanor or Jailable Traffic
$0 - $750	150 Points	125 Points	50 Points
$751-$1,500	125 Points	100 Points	25 Points
$1,501-$2,500	100 Points	75 Points	0 Points
$2,501-$5,000	75 Points	50 Points	0 Points
$5,000-$7,500	50 Points	25 Points	0 Points
$7,501-$10,000	25 Points	0 Points	0 Points
Over $10,000	0 Points	0 Points	0 Points

SECTION 3. TOTAL POINTS _____

TOTAL POINTS, SECTIONS 1,2,3_____

- **150 or greater □ Indigent - Eligible for Public Defender** (Note: Reimbursement of costs of representation may be ordered by the court pursuant to Section 21-1-106, C.R.S.)
- **Less than 150 □ Not Eligible for State-Funded Counsel**

☐ EXCEPTION REQUESTED TO [ALLOW or DISALLOW] APPOINTMENT OF

[PUBLIC DEFENDER] or [ALTERNATE DEFENSE COUNSEL (if PD conflict)] NOTWITHSTANDING THE ABOVE SCORE. (Documentation justifying request is attached.)

Evaluated by (printed name) _____

Date_____ **Signature**_____

Attachment B, CJD 04-04, Amended April 2025

INCOME ELIGIBILITY GUIDELINES (amended January 17, 2025)

Family Size	Annual Poverty	Monthly Poverty	Monthly Income*	Monthly Income plus 10%	Monthly Income plus 75%	Yearly Income*	Yearly Income plus 10%	Yearly Income plus 75%
1	$15,650	$1,304	$ 1,630	$ 1,793	$ 2,853	$ 19,563	$ 21,519	$ 34,234
2	$21,150	$1,763	$ 2,203	$ 2,423	$ 3,855	$ 26,438	$ 29,081	$ 46,266
3	$26,650	$2,221	$ 2,776	$ 3,054	$ 4,858	$ 33,313	$ 36,644	$ 58,297
4	$32,150	$2,679	$ 3,349	$ 3,684	$ 5,861	$ 40,188	$ 44,206	$ 70,328
5	$37,650	$3,138	$ 3,922	$ 4,314	$ 6,863	$ 47,063	$ 51,769	$ 82,359
6	$43,150	$3,596	$ 4,495	$ 4,944	$ 7,866	$ 53,938	$ 59,331	$ 94,391
7	$48,650	$4,054	$ 5,068	$ 5,574	$ 8,868	$ 60,813	$ 66,894	$ 106,422
8	$54,150	$4,513	$ 5,641	$ 6,205	$ 9,871	$ 67,688	$ 74,456	$ 118,453

* 125% of poverty level as determined by the Department of Health and Human Services.

*For family units with more than eight members add $573 per month to "monthly income" or $ 6,875 per year to "yearly income" for each additional person Poverty guideline is $ 5,500/year.

Source: Federal Register (90 FR 5917, 01/17/2025)

Attachment C, CJD 04-04. Amended November 2014

FISCAL STANDARDS: PROCEDURES FOR THE DETERMINATION OF ELIGIBILITY FOR COURT-APPOINTED COUNSEL ON THE BASIS OF INDIGENCY

A determination of indigency is necessary for certain appointments addressed in Chief Justice Directive 04-04. Any defendant in a criminal case or a person involved in matters described under IV.C requesting court-appointed counsel on the basis of indigency must apply for counsel as described below. The Public Defender and court staff will determine the applicant's eligibility for appointment of counsel in accordance with the following procedures:

- In Criminal cases, the defendant shall apply for the Public Defender by completing the Application for Court-Appointed Counsel, form JDF208 (Judicial Department Form).

- If the defendant is in custody and cannot post or is not allowed bail, the Public Defender may automatically elect to represent the defendant, and will notify the court either verbally or in writing of the circumstances.

- If the person's income is at or below the income eligibility guidelines and he or she has no assets, as determined on form JDF208, the Public Defender or other counsel shall be appointed.

- If the person's income is more than 75 percent above the income eligibility guidelines, they are not eligible for State-paid counsel. In criminal matters, the Public Defender will note that the defendant is ineligible for court-appointed counsel, and will submit the form JDF208 to the court to demonstrate ineligibility.

- If eligibility or ineligibility cannot be determined as described above, the eligibility-scoring instrument (Attachment A, CJD 04-04) will be completed, using information obtained on form JDF208. The form is designed to use income and expenses to determine basic eligibility, with an added factor for assets available to pay for an attorney. The points assigned in the "asset" category take into account both the dollar value of the assets and the class type of charges against the defendant. This is to address variations in the types of expenses that might be incurred due to the nature of the charges.

- The total score will determine whether the person will be represented at state expense, or whether the person is not eligible for state-paid representation on the basis of indigency. The Public Defender or defendant may request an exception to the eligibility determination based on the score and may submit documentation of the reasons for the exception to the court, which then has the opportunity to make an appointment decision based on all of the information.

ALTERNATE DEFENSE COUNSEL
STANDARD HOURLY RATES
Attachment D (1)
Amended, Effective July 2025

ATTORNEY RATE	Hourly Rate	Effective Date*****
Type A Felonies	$115.00 per hour	July 1, 2025
Type B Felonies	$110.00 per hour	July 1, 2025
Juvenile Felonies	$110.00 per hour	July 1, 2025
Misdemeanor & Traffic (Adult & Juvenile)	$105.00 per hour	July 1, 2025
Travel (regardless of type of case)	$105.00 per hour	July 1, 2025

If there are unusual circumstances, the OADC has the right to contract with attorneys at rates less than the rates outlined above. Additionally, the OADC can pay more than the rates outlined above if language skills outside of English are needed and used on a case.

NON-ATTORNEY RATES	Hourly Rate	Effective Date*
Authorized Investigator	$55.00 per hour	July 1, 2025
Authorized Paralegal/Legal Assistant	$42.00 per hour	July 1, 2025
Authorized Forensic Social Worker (FSW)/Forensic Clinical Advocate (FCA)	$55.00 - $72.00 per hour	July 1, 2025
Travel (regardless of hourly rate for FSW/FCA)	$55.00	July 1, 2025

If there are unusual circumstances, the OADC has the right to contract with other necessary individuals at rates other than those outlined above based on level of expertise and experience, as well is if language skills outside of English are needed and used on a case.

Mileage at rate defined by §24-9-104 C.R.S. Reimbursement paid per OADC policy.

***** For work performed on or after this date (July 1, 2025).

MAXIMUM TOTAL FEES PER APPOINTMENT

Amended Effective July 2025

Appointment Type	*Without Trial*	*Trial*
Class 1 Felonies	$ 20,768	$ 41,536
Class 2 Felonies	$ 9,086	$ 18,172
Class 3,4,5, & 6 Felonies	$ 5,842	$ 11,682
DF 1 Felonies	$ 9,086	$ 18,172
DF 2, 3, & 4 Felonies	$ 5,842	$ 11,682
Misdemeanor, Traffic & Petty Offenses	$2,596	$5,192
Juvenile Cases	$ 4,544	$ 9,086

Appeals / Post Conviction 35(c)	*Without Trial*	*Trial*
Class 1 Felony	$ 5,842	$ 11,682
Class 2, 3 & 4 Felonies	$ 5,192	$ 10,384
Class 5 & 6 Felonies	$3,894	$ 7,788
Class 1 & 2 Drug Felonies	$ 5,192	$ 10,384
Class 3 & 4 Drug Felonies	$ 3,894	$ 7,788
Misdemeanor	$ 2,596	$ 5,192
Juvenile	$ 3,246	$ 6,490

The maximum fees for those other persons necessary to provide legal services commensurate with those available to persons who are not indigent are limited to what was previously authorized by the OADC.

Attachment D(2), CJD 04-04, Amended, Effective August 2025

JUDICIAL PAID APPOINTMENTS

MAXIMUM HOURLY RATES[1]

All Case Types	In-Court and Out-of-Court	Effective Date*
Court-Appointed Counsel Fee	$110.00 per hour	August 1, 2025
Authorized Investigator	$55.00 per hour	August 1, 2025
Paralegal / Legal Assistant Time	$42.00 per hour	August1, 2025

MAXIMUM TOTAL FEES PER APPOINTMENT

Appointment Type	With Trial / Without Trial	Effective Date
Class 1 felonies & unclassified felonies where the maximum possible penalty is life or more than 51 years	$41,173/$20,636	August 1, 2025
Class 2 felonies & unclassified felonies where the maximum possible penalty is 41 through 50 years	$20,636/ $10,917	August 1, 2025
Class 3, 4, 5 and 6 felonies and unclassified felonies where the maximum possible penalty is from 1 to 40 years	$14,564/$7,304	August 1, 2025
Misdemeanors and petty offenses	$3,647/ $2,469	August 1, 2025
Appeal	$14,564	August 1, 2025
Contempt and Witness	$2,469	August 1, 2025

- Billable time for appeals begins on the date of appointment and is for the appeal portion of the case only
- Investigator maximum fee allowed is calculated from the preceding chart using the case classification and the "without trial" maximum, exclusive of expenses.

[1]Rates may vary pursuant to Chief Justice Directive or Order. The appointee should contact the local district court, State Court Administrator's Office or visit the web site at www.coloradojudicial.gov if there is a question concerning the current authorized rate.

ATTACHMENT E
CJD 04-04
AMENDED JULY 2014

GUIDELINES FOR ITEMIZED HOURLY PAYMENT: JUDICIAL PAID APPOINTMENTS ONLY

COURT-APPOINTED COUNSEL AND INVESTIGATORS

A) Claims for payment on an hourly basis by shall be submitted using the Judicial Department's online CAC System (if the appointee is authorized to use this system) or submitted to the appointing court on form JDF207 ("Colorado Judicial Department Request and Authorization For Payment Of Fees") including attachments, and shall be in compliance with these guidelines. For appellate counsel only, claims for payment shall be submitted directly to the Court of Appeals. The claims and attachments shall conform to the Procedures for Payment of Fees and Expenses (Attachment F, this CJD). In accordance with this CJD and all other applicable Department policies and procedures, and upon review and approval by the appointing court, the request for payment will be sent to the State Court Administrator's Office (SCAO) for processing. The SCAO may review, verify, and revise, when appropriate, such authorized requests for payment.

B) A schedule of maximum hourly rates for court-appointed counsel is established by the Supreme Court in Attachment D (2) and/or by Chief Justice Order. **No payment shall be authorized for hourly rates in excess of the Chief Justice Directive or Order. The maximum total fee that may be paid to court-appointed private counsel for representation on a case is established in Attachment D (2). This maximum includes appointee fees (both contract flat fees plus hourly, as applicable), allowable incidental expenses, paralegal, legal assistant, and law clerk time. To find the allowed maximum total fee for investigators, exclusive of expenses, use the case classification type and the "without trial" maximum from the chart in Attachment D(2).**

1. If there are unusual circumstances involved in the case and the appointee determines that additional work must be completed that will create fee charges over the maximum allowed, pre-approval for fees in excess is to be obtained by submitting a Motion to Exceed the Maximum to the presiding judge/magistrate (while there may be exceptions in which pre-approval is not possible before additional work is performed, seeking pre-approval should be the norm.). If satisfied that the excess fees are warranted and necessary, the presiding judge/magistrate should approve such motion. The Court Executive (or designee) should deny further payment unless accompanied by a Motion to Exceed the Maximum and an order granting the Motion by the presiding judge or magistrate.

2. The Motion to Exceed the Maximum must cite the specific special and extraordinary circumstances that justify fees in excess. The judge or magistrate, in his or her discretion, may grant approval with an Order for Fees in Excess which provides a maximum up to 150% of the established maximum as outlined in Attachment D(2) of this Chief Justice Directive.

A subsequent Motion to Exceed Maximum must be submitted for the same appointment if total fees are expected to further exceed the maximum established by the judge or magistrate.

C) **All court appointees and investigators must submit invoices using CACS, or a JDF 207, as applicable, to the court <u>within six months of the earliest date of billed activity</u>**. Any court appointee or investigator desiring to request an exception to the 6-month rule based on unusual circumstances shall make such request in writing to the State Court Administrator's Office. The decision concerning payment shall be final. Before an exception will be considered, the request must detail the extraordinary circumstances concerning a bill or portion of a bill wherein the activity does not fall within the six-month rule.

D) The Court Executive or his/her designee will carefully review all hourly payment requests submitted for approval. To assist in this review, attorneys and investigators must submit a detailed itemization of in-court and out-of-court hours with each request for payment as outlined in Procedures for Payment of Fees and Expenses, Attachment F. Authorization for payment is not automatic, and the Court Executive (or designee) must be satisfied that the number of hours billed and expenses charged are appropriate and necessary for the complexity of the issues involved. If there are questions concerning the reasonableness of the bill, the appropriate judge or magistrate will be consulted. If reimbursement to the state is to be ordered and such order is not already entered, the Court Executive or his/her designee shall notify the appropriate judge.

E) Requests by appointees for reimbursement of expenses must include itemized statements and accompany the request for payment. In addition, such requests <u>must</u> comply with Maximum Hourly Rates/Maximum Fees Per Appointment as set forth in Attachment D (2). When practical, a paralegal or legal assistant should be used for tasks that require legal expertise but can be done more cost-effectively by an assistant, such as drafting court motions or performing some legal research. The billable hourly rate for a paralegal or legal assistant time is found in Attachment D(2). The Judicial Department does not pay for the time of administrative support staff. Therefore, charges for time spent on administrative activities, such as setting up files, typing, copying discovery or other items, faxing documents, making deliveries, preparing payment requests, and mailing letters are <u>not</u> reimbursable costs. Attorneys are expected to have sufficient administrative support for these activities.

1. Certain court costs are paid individually by the appointing court (not SCAO) with prior court approval. The appointing court pays court costs incurred by counsel. Counsel or investigators should submit the bills for items listed below directly to the local court and should not include these costs for reimbursement in the CAC system, or on the Request for Payment form (JDF207), if applicable.

   <u>Costs Paid Locally by the Individual Court</u>
   - Cost of subpoenas;
   - Fees and expenses of witnesses;
   - Service of process;
   - Language interpreters;
   - Mental Health examinations/evaluations;

- Transcripts;
- Discovery Costs (including: LexisNexis research charges, medical records, etc.)

2. Court-appointed counsel and investigators may request reimbursement for certain reasonable out-of-pocket expenses that are incurred on behalf of their clients. The following expenses may be claimed via the CAC system, or on JDF207, as applicable.

Other Allowable Expenses

- Copy charges at the rate of $0.25 per page (specify the number of copies made);
- Mileage at the rate defined by §24-9-104 C.R.S. (the actual number of miles must be specified for each trip);
- Long-distance telephone calls at cost (if total billing exceeds $50, it must include a copy of the telephone bill with the following information highlighted: date, phone number, and charges);
- Postage at cost (regular 1st class mail charges);
    - Non-refundable and non-waivable service fees for mailing documents through the Colorado Courts E-Filing system

- Reimbursement for delivery and express mail charges are only reimbursable for a case on appeal. A receipt or invoice for these charges must be attached to the order for payment;
- Requests for payment of overnight travel or out-of-state travel require prior authorization by the court and must be in accordance with state travel regulations as described in the Travel section of the Colorado Judicial Department's Fiscal Policies and Procedures manual. Out-of-state travel expenses incurred by the appointee shall be submitted to the court using the online CAC system. All appropriate copies of travel receipts shall be provided directly to court staff.

3. The following items are not authorized for payment or reimbursement.

Non-Allowable Expenses

- Phone calls when no contact is made (i.e., no answer, client not available or message left to call back, etc.);
- Fax charges;
- Parking Fees;
- Items purchased for indigent (or other) persons represented which includes meals, books, clothing, and other personal items;
- Administrative activities (as previously discussed);
- Electronic filing fees for which state funded counsel appointments are exempt;
- Any other cost or expense not authorized under Colorado law or Chief Justice Directive for payment by the state or reimbursement to counsel or other party.

F) In any case in which a payment has been made to the attorney by a party who is later determined to be indigent, the state will reimburse the attorney for the total number of hours expended on the case, less any payments received from the party for fees incurred prior to the determination

of indigence. The payment calculation is at the allowed Chief Justice Directive and/or Chief Justice Order hourly rate applicable to when the activity occurred.

G) Attorneys shall maintain records of all work performed relating to court appointments and make all such records available to the Judicial Branch for inspection, audit, and evaluation in such form and manner as the Branch in its discretion may require, subject to attorney/client privilege.

H) The Judicial Department will review and respond promptly to any question or dispute concerning a bill received, submitted, or paid. However, due to research time and record retention limitations, there is a time restriction of two years for billing questions and disputes. The two-year restriction starts from the activity date (or date of service) that is in question. For prompt resolution concerning questions or disputes concerning hourly or contract payment requests, all questions and disputes must be directed to the local court or State Court Administrator's Office immediately when issues arise.

Attachment F
CJD 04-04
Amended Effective August 2025

JUDICIAL PAID APPOINTMENTS

PROCEDURES FOR PAYMENT OF FEES AND EXPENSES

GENERAL INFORMATION

These procedures apply to requests for payment of fees and expenses for court-appointed counsel, other appointees, and investigators paid by the Judicial Department on an hourly basis. Payment requests shall be submitted via the Department's online CAC System (CACS) in accordance with the policies and procedures set forth by the State Court Administrator's Office or, if an exception has been granted pursuant to Section V.C.4. of this Chief Justice Directive, by using the standardized "Colorado Judicial Department Request and Authorization For Payment of Fees" form JDF207 (Judicial Department Form). Completion, including attachments, should adhere to the procedures described below. Requests for payment that do not include the necessary information will be returned to the appointee or to the court for completion or correction.

All appointees, both hourly and contract, who have not yet received payment from the Judicial Department must submit a completed W-9 form and, if applicable, an "Authorization to Pay a Law Firm" form before a payment can be issued. Payments are issued/submitted to whomever the attorney has authorized and approved on W-9 and "Authorization to Pay a Law Firm" forms. Therefore, if an attorney is no longer with the law firm indicated on a prior W-9 and/or Authorization to pay a Law Firm, he/she must complete a new form(s) and submit them to the State Court Administrator's Office. The forms are available from the court or from the State Court Administrator's Office by e-mailing CACpayments@judicial.state.co.us. To change only the mailing address, send the address change to the Colorado Judicial Department, 1300 Broadway, Suite 1200, Denver, CO 80203, or call for e-mail instructions.

Billing for Representation of Client with Multiple Cases: When billing for multiple cases in representation of the same client (i.e., companion cases), the appointee should work with the State Court Administrator's Office to ensure the appointments/cases are designated as "concurrent" for billing purposes. Appointees must use the "Concurrent Appointment Notification" form, which is available from the State Court Administrator's Office upon request. This applies to situations in which activity occurs simultaneously in the representation of the party across the multiple cases (example: the appointee attends a single court hearing during which more than one of the client's cases is discussed) and allows for the activity to be billed once via a "master" case. Cases in which the appointee's activity does not overlap multiple cases should not be billed concurrently and should instead be billed by submitting separate invoices for each respective case.

When an attorney is appointed to continue on a case for the purposes of appeal, payment shall be on an hourly basis even if the original appointment was on a contract, flat fee basis.

A. PROCEDURES FOR BILLING

1. Detail of Itemized Billing

Itemized detail is to be submitted through CACS. If an exception has been made and the JDF207 is being used, time sheets must be attached to support the summarized hours billed. Time must be described in sufficient detail to justify the amount of time spent on the activity. Time reported must include all time spent between the beginning and ending dates of the billing and must be in chronological order. Time sheets must be legible – preferably typed. Expenses must be described. A sample itemization is shown on the next page.

Rates may vary pursuant to Chief Justice Directive or Order. The appointee should contact the local district court, State Court Administrator's Office or visit the web site at www.coloradojudicial.gov if there is a question concerning the current authorized rates.

a. The billing detail and itemization needs to include a date, distinguish between out-of court and in-court time, and a description of service performed. Time must be billed in ***tenths*** of an hour using the decimal system. One-tenth of an hour is equal to six (6) minutes. For example, 12 minutes is charged as 0.2 hours.
b. Mileage itemization must include the date of the trip, the purpose of the trip, and the number of miles traveled for each trip.

2. Other Attachments

a. Investigators must include the order of appointment appointing the attorney for whom the investigator is working, the court's order authorizing an investigator, and the amount of expenses the investigator may incur.

b. If the total fee request (including past payments and the current invoice) exceeds the maximum fee allowed by this Directive as specified in Attachment D(2), a copy of the court's order authorizing fees beyond the maximum must be submitted. Submitting this copy once is sufficient as long as subsequent billings remain within the newly authorized amount.

c. If total expenses exceed $50, all receipts or invoices for those expenses must be submitted with the invoice. If using CACS online billing, submit the receipts to the local court and clearly indicate the case number and billing time frame for which the receipts relate.

d. All receipts for any expenses outside of the guidelines and an explanation for the additional costs must be submitted.

John Sample, Attorney at Law

Date	**Activity**	**In-court**	**Out-of-court**	**Paralegal**
08/06/2025	Court appearance: Contempt Citation	0.4		
08/06/2025	Conference with client		1.1	
08/07/2025	Review motions		0.5	
08/09/2025	Court appearance	0.3		
08/10/2025	Meet with client		1.0	
08/11/2023	Prepare motion			0.2
09/07/2025	Travel to court round trip (57 miles)		1.4	
09/07/2025	Conf. with client in custody		1.0	
09/07/2025	Draft motion			0.2
09/14/2025	Contempt Hearing	0.3		
Dates of service 08/06/25 – 09/14/25 Total hours		1.0	5.0	0.4

SUMMARY OF FEES	**Activity:**	**Fee Amount**
	6.0 hours @ $110 per hour	$660.00
	0.4 hours @ $42 per hour	$16.80
	TOTAL FEES	**$676.80**
TOTAL MILEAGE	57 miles @ $0.63 per mile (or rate defined by §24-9-104 C.R.S.)	**$35.91**
SUMMARY OF OTHER EXPENSES	Copies: case file = 12 pages @ $0.25	$3.00
	Postage	$0.50
	TOTAL OTHER EXPENSES	**$3.50**
	TOTAL BILLING	**$716.21**

COMPLETION OF THE JDF207 (Hourly Billing if not billing online)

Completion of the JDF207 form is required by the Judicial Department for payment of court appointees appointed on an hourly basis unless the appointee has been authorized to invoice using CACS (online system). The appointee should keep a copy and submit the original plus one copy. All applicable sections of the form should be completed as indicated in the instructions. Attach all required documents before submitting to the local court. All incomplete Requests for Payment will be returned to the appointee for correction(s).

Section I.
Enter the case number of the charges being billed. When billing for multiple cases in representation of the same client (i.e., companion cases), enter all applicable case numbers. If the bill is for appellate charges, include the appeal case number and the original case number being appealed.

Include the name and number of person/(s) represented, the name of the case, applicable county, name of appointing judge/magistrate and current judge/magistrate. Indicate if the case jurisdiction is district or county.

Section II.
Enter all applicable appointee information, attorney registration number, name, complete address, phone, fax, e-mail. If the address has changed, check new address box. For more information concerning changes, review the General Information section in this attachment.

The Social Security Number or Tax Id Number must be included on each JDF207 (for more information concerning authorized payee changes, review the General Information section in this attachment).

Indicate the appointment date, if you are an original or substitute appointee, if the case has or has not gone to trial, if the case was originally under contract. If originally under contract, explain why an hourly bill is being submitted and the date circumstances changed resulting in hourly billing.

Section III.
Indicate the type of representation provided.

Section IV.
Indicate the authority/statute title allowing for the appointment. This is indicated on the original appointment form/order.

Section V.
The indigency status of the person represented must be noted. If the person is found indigent, use the date of determination. If the person is not indigent, indicate which statement is applicable to the party represented and if reimbursement is to be ordered by the presiding judge. This information is usually included in the order of appointment or may be found in the application for court-appointed counsel (form JDF208) or another affidavit of indigence, as requested by the court.

Section VI.
Under this section all charges are to be summarized.

For the activity *from date*, enter the first chronological date of activity billed from the itemized detail document. For the activity *to date*, enter the last chronological date in which activity occurred as itemized in the detail document. Group the *start* and *to date* for activities in which the effective date of the rates (as set by Chief Justice Directive or Chief Justice Order) are the same.

Instructions for summarizing attorney hours and fees are located on the reverse side of the Request and Authorization for Payment of Fees form (JDF207) #5.

For non-attorney billing activity, summarize all non-attorney hours by category. Next, apply the rate as set by Chief Justice Directive or Chief Justice Order and enter the total charge requested in the right column. Summarize all expenses by type, apply the correlating rates and/or receipts and enter the total charge per category. Charges must correspond to attached receipts.

Total all charges and calculate total amount billed.

Include all prior amounts invoiced for the appointment in the "Total Amount Previously billed" line, (excluding the current request).

Determine the cumulative total of fees charged by appointee for the case by adding the "Total Amount Previously billed" plus the current request amount. If the cumulative total is over the authorized maximum, check the indicator box "Exceeds allowed maximum". Include the Motion to Exceed Maximum and the approved Order to Exceed Maximum (if possible, this should be judge/magistrate pre-approved and not requested after services are performed).

Appointee signature and date are required.

If this is the final bill, check the "Final Bill" box.

RESOLUTION NO. R2026- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE SECOND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO AND THE STATE OF COLORADO OFFICE OF ALTERNATE DEFENSE COUNSEL REGARDING THE PROVISION OF ATTORNEY REPRESENTATION IN CASES WHERE THE MUNICIPAL COURT APPOINTS AN ATTORNEY OTHER THAN THE MUNICIPAL PUBLIC DEFENDER TO REPRESENT AN INDIGENT PERSON AT ANY STAGE OF THE PROCEEDINGS

WHEREAS, the City and OADC entered into an Intergovernmental Agreement ("Agreement") adopted by Resolution No. R2023-164 and made effective January 23, 2024, regarding the provision of counsel representation to eligible indigent persons charged with violations of municipal code violations and traffic offenses where the Aurora Public Defender's Office ("APDO") has identified an ethical conflict of interest preventing it from undertaking or continuing the representation and the Court has appointed conflict counsel at the request of APDO or on its own Motion; and

WHEREAS, the City Council approved the First Amendment to the Agreement by Resolution No. R2024-172 and made effective December 16, 2024; and

WHEREAS, the Parties desire to again amend the Agreement to extend the term of the Agreement to another one-year term beginning on January 1, 2026 and ending on December 31, 2026; and

WHEREAS, the Parties desire to revise the Agreement renewal language in subsection (B) of Section 3 so the Agreement may be renewed on an annual basis not to exceed a total of two (2) additional twelve (12) month renewals; and

WHEREAS, the Parties desire to define the process the City Representative will follow to troubleshoot potential budget shortfalls when funds fall below the maximum contract amount; and

WHEREAS, the Parties desire to substitute language in subsections (B), (C) and (E) of Section 4 – Compensation and Payment; and

WHEREAS, the Parties desire to strike subsections (F), (G), (H), (I), (J) and (K) of Section 4 – Compensation and Payment; and

WHEREAS, the City and OADC, as Colorado governments, are constitutionally and statutorily empowered pursuant to Colo. Const., Article XIV, §18 and Sections 29-1-201, et seq., C.R.S. to cooperate or contract via intergovernmental agreement with one another to provide functions, services or facilities authorized to each cooperating government; and

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

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

Section 1. The Second Amendment to the Intergovernmental Agreement between the City of Aurora and the State of Colorado Office of Alternate Defense Counsel regarding the provision of attorney representation in cases where the Municipal Court appoints an attorney other than the municipal public defender to represent an indigent person at any stage of the proceedings is hereby approved.

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

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

RESOLVED AND PASSED this _____ day of _____ 2026.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: _____
ANGELA GARCIA, Senior Assistant City Attorney

CITY OF AURORA
Late Submission Approval for Agenda Item

Item Title: Second Amendment to IGA between City and OADC (01.01.26-12.31.26)
Item Initiator: Fatima A. Thibou, Administrative Supervisor
Staff Source/Legal Source: Shawn Day, Presiding Judge / Angela Garcia, Senior Assistant City Attorney
Outside Speaker: NA
Strategic Outcome: Safe: Promoting safety in our built environment through effective administration of city codes and ordinances and responding to emergencies appropriately to preserve and enhance the community's sense of security and well-being.

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

☒ There is a time-sensitive legal requirement that must be met and cannot be met by a future meeting date

☐ The delay will result in an adverse financial impact to the city

☐ The item is related to a disaster and must be addressed before the next available meeting

COUNCIL MEETING DATES FOR LATE SUBMISSION:

Study Session: 3/23/2026

Regular Meeting: NA

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.)*

All signatures were not obtained until Monday, March 9th.

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.

Fatima A. Thibou
Agenda Item Initiator Name

Elizabeth D. Cadiz
Late Submission Approver Name (Council Appointee or DCM)

Agenda Item Initiator Signature — Date: 3.11.26

Late Submission Approver Signature — Date: 3.11.26

CITY OF AURORA
Council Agenda Commentary

Item Title: Eagles Nest Metropolitan District Intergovernmental Agreement (IGA) (Resolution)
Item Initiator: Michael Kerrigan, Special District Administrator, Development Services
Staff Source/Legal Source: Michael Kerrigan, Special District Administrator, Development Services /Brian Rulla, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: 3/23/2026

Regular Meeting: 4/6/2026

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

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

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item as Proposed at Policy Committee

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as Proposed at Study Session

☐ Information Only

☐ Approve Item as Proposed at Regular Meeting

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 2/26/2026

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☐ Minutes Attached

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

The Service Plan for the Eagle's Nest Metropollitan District ("District") was approved by City Council on July 16, 2007 via resolution R2007-43 to serve the commercial development within its boundaries located generally at the southeast intersection of S. Aurora Parkway and E. Smoky Hill Road. In June of 2024 City Council approved resolution R2024-60 to include approximately 0.16 acres of land into the District in order to qualify new board members. The District now contains approximately 16.16 acres of land, it is entirely built-out and consists of commercial property uses.

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

The District's service plan allows the option for the District to enter an Intergovernmental Agreement ("IGA") with the City regarding the District's ARI Mill Levy revenue. The proposed IGA allows the District to impose specific ARI Mills over the next four years that would satisfy the District's remaining ARI Mill Levy obligation on a total mill levy basis. The IGA also specifies that the District would transfer the ARI Mill Levy revenue to the City to use on the design and construction of the Gun Club Road project. Additionally, the District will transfer any accrued ARI Mill Levy revenues to the City for use on the Gun Club Road project.

FISCAL IMPACT

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

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

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

The District is estimating a total of approximately $1.1 million of ARI Mill Levy revenue to be transferred to the City over the next four years. Estimates based upon 2025 preliminary Assessed Value for the District.

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

N/A

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

N/A

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

N/A

QUESTIONS FOR COUNCIL

Does the Council wish to support this Resolution and move it forward to the City Council Meeting as proposed?

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) (Rulla)

RESOLUTION NO. R2026- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND EAGLES NEST METROPOLITAN DISTRICT

WHEREAS, the City Council (the "City Council") of the City of Aurora, Colorado (the "City") previously approved the Service Plan on July 16, 2007 (the " Original Service Plan") for the Eagle's Nest Metropolitan District (the "District"); and

WHEREAS, it is anticipated that the City Council will approve Amended and Restated Service Plan for Eagles Nest Metropolitan District (the Amended and Restated Service Plan); and

WHEREAS, the Amended and Restated Service Plan for Eagles Nest Metropolitan District authorizes the District, pursuant to an intergovernmental agreement with the City, to impose an additional levy and prepay all or a portion of its ARI Mill Levy obligation, so long as the total ARI Mill Levy obligation required under the Service Plan is fulfilled; and

WHEREAS, the City and the District desire to define the terms for the imposition and transfer of ARI Mill Levy revenue from the District to the City for use in funding regional improvements and to confirm the District's applicable ARI Mill Levy obligation in an Intergovernmental Agreement Between the City and the District regarding the ARI Mill Levy; 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"); and

WHEREAS, pursuant to § 29-1-203, C.R.S., as amended, governments may cooperate or contract with each other to provide any function, service or facility lawfully authorized to each, and any such contract may provide for the sharing of costs, the imposition of taxes, and the incurring of debt; and

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

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

Section 1. The Intergovernmental Agreement between the City and the District regarding the ARI Mill Levy 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.

RESOLVED AND PASSED this _____ day of _____ 2026.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: _____ RLA
BRIAN J. RULLA, Sr. Assistant City Attorney

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF AURORA, COLORADO
AND
EAGLE'S NEST METROPOLITAN DISTRICT

(ARI Mill Levy)

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into as of this ___ day of _____, 2026, by and between the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado ("City"), and EAGLE'S NEST 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 Service Plan approved by the City on July 16, 2007 ("Original Service Plan"); and

WHEREAS, the First Amendment to the Service Plan, approved by the City on _____ ___, 2026 ("First Amendment" and together with the Original Service Plan, the "Service Plan"), authorizes the District, pursuant to an intergovernmental agreement with the City, to impose an additional levy and prepay all or a portion of its ARI Mill Levy obligation, so long as the total ARI Mill Levy obligation required under the Service Plan is fulfilled; and

WHEREAS, the City and the District desire to define the terms for the imposition and transfer of ARI Mill Levy revenue from the District to the City for use in funding the "Gun Club Road Project" and to confirm the District's applicable ARI Mill Levy obligation; 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. Purpose. The Parties agree that the District may, in any given year, impose an additional mill levy and prepay one or more years of the mills for the ARI Mill Levy as described herein; provided that the total aggregate mills required to be imposed are paid in full and the proceeds of any such additional levy or prepayment are applied solely toward satisfying the District's ARI Mill Levy obligation and funding the costs of planning, design, permitting, construction, acquisition, or financing of the improvements as described herein.

2. ARI Mill Levy Terms. The District shall impose the ARI Mill Levy in accordance with the following tiers:

a. Tier 1 ARI Mill Levy: The Parties agree that the "Tier 1" ARI Mill Levy of 1.000 mills (as adjusted) beginning in the first year of collection of a debt service mill levy shall be collected for a period of twenty (20) years.

b. Tier 2 ARI Mill Levy: The Parties agree that the "Tier 2" ARI Mill Levy of 5.000 mills shall not apply, as the District's debt obligations were paid in full prior to the twenty-first (21st) year of collection of a debt service mill levy.

c. Tier 3 ARI Mill Levy: The Parties agree that the "Tier 3" ARI Mill Levy of 20.000 mills was scheduled to commence in 2028 (for collection in 2029) through 2032 (for collection in 2033).

3. Revenue Collection. The Parties agree that the total remaining ARI Mill Levy to be imposed by the District shall equal 103.117 mills (1.039 Tier 1 ARI Mill Levy x 3 years) + (20.000 Tier 3 ARI Mill Levy x 5 years) ("Total ARI Mills").

a. Implementation Period. The District shall impose and collect the remaining Total ARI Mills over a four-year period, commencing in 2025 (for collection in 2026) and concluding in 2028 (for collection in 2029).

b. Allocation. For years 2025 (for collection in 2026), 2026 (for collection in 2027), 2027 (for collection in 2028), and 2028 (for collection in 2029) the ARI Mill Levy revenue remitted by the District to the City shall equal the product of 25.779 mills (the total ARI Mills / 4 years) multiplied by the Final Assessed Value for such year, as certified by Arapahoe County, less treasurer's fees and collection costs.

c. Remittance. The District shall remit ARI Mill Levy revenue to the City on a quarterly basis, with each payment due within thirty (30) days after the end of each calendar quarter in which such revenues are received by the District. The City shall apply all ARI Mill Levy revenues to the design and construction of Gun Club Road from Quincy Avenue to Aurora Parkway (the "Project"). The Project is the design and construction of a 4-lane roadway section (expandable to future 6-lane section) from Quincy Avenue to Aurora Parkway.

If, prior to the dissolution of the District (which as of the date of this Agreement is planned for 2029), the City determines that (i) ARI Mill Levy revenues cannot be applied to the Project, (ii) the Project is infeasible, or (iii) the Project will not proceed as described, the City shall provide written notice to the District describing the basis for such determination and the proposed alternate use. The parties shall meet and confer to select an alternative regional transportation project in the general vicinity of the District (an "Alternate Project"). No redirection of ARI Mill Levy revenues prior to the District's dissolution shall occur unless (a) the District approves the Alternate Project in writing, or (b) the District fails to respond within sixty (60) days after receipt of the City's notice, in which case the City's proposed Alternate Project shall be deemed approved. Prior to the District's dissolution, the

City shall provide the District an annual written status update regarding the City's use of ARI Mill Levy revenues.

4. Effective Date: This Agreement shall be effective upon full execution of the Parties (the "Effective Date").

5. Current ARI Mill Levy Revenue. The District shall transfer any ARI Mill Levy revenues currently being held by the District to the City within 30 days of the Effective Date. The City shall apply such revenues exclusively to the Gun Club Road Project.

6. 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:
Eagle's Nest Metropolitan District
WBA, PC
2154 East Commons Avenue, Suite 2000
Centennial, CO 80122
Attn: Clint C. Waldron, Esq.
Phone: (303) 858-1800
Fax: (303) 858-1801

To the City:
City of Aurora
15151 E. Alameda Pkwy., 5th Floor
Aurora, CO 80012
Attn: Pete Schulte, 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.

7. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

8. 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.

9. 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.

10. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

11. 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.

12. 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. This Agreement shall supersede all prior understandings, discussions, negotiations, and agreements related to the ARI Mill Levy revenues.

13. 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.

14. 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.

15. 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.

16. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

17. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

SIGNATURE PAGES TO INTERGOVERNMENTAL AGREEMENT

EAGLE'S NEST METROPOLITAN DISTRICT

By: _____
President

Attest:

_____
Secretary

CITY OF AURORA, COLORADO

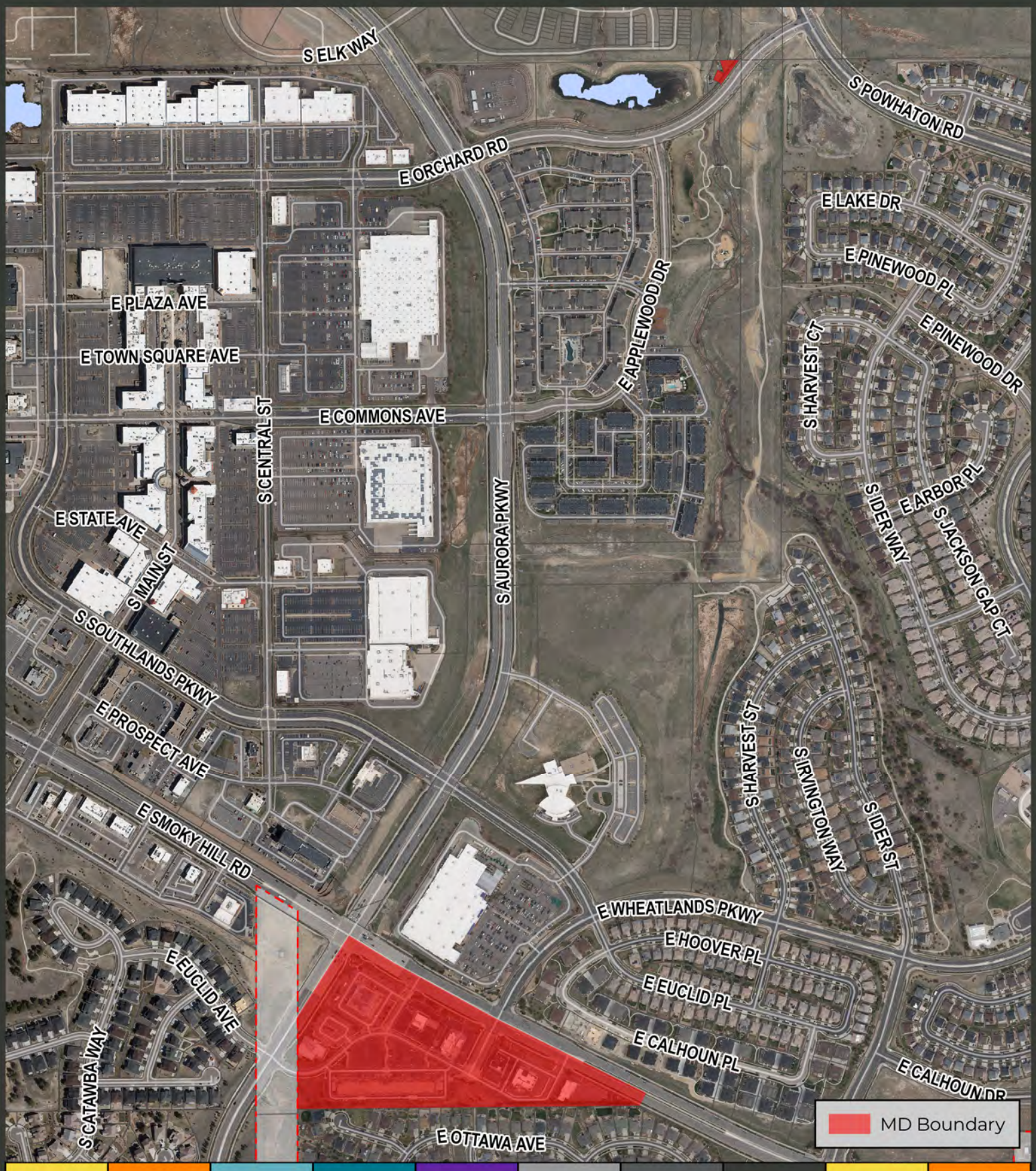
By: _____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

_____
BRIAN J. RULLA, Assistant City Attorney



Planning and Business Development

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

Miles 0 0.05 0.1

City of Aurora, Colorado

Eagle's Nest Metropolitan District

1/27/2026 I:\GIS\ArcGIS_Pro_Projects\Planning\Jake C\2026\2794-2797_Michael Kerrigan\2795_EaglesNestMD.aprx

CITY OF AURORA
Council Agenda Commentary

Item Title: Eastern Hills Metropolitan District No. 23 Intergovernmental Agreement (IGA) (Resolution)
Item Initiator: Michael Kerrigan, Special District Administrator, Development Services
Staff Source/Legal Source: Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: 3/23/2026

Regular Meeting: 4/6/2026

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

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

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item as Proposed at Policy Committee

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as Proposed at Study Session

☐ Information Only

☐ Approve Item as Proposed at Regular Meeting

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 2/26/2026

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

☒ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

City Council approved the service plan and authorized the execution of an intergovernmental agreement ("IGA") for the Eastern Hills Metropolitan District Nos. 21-23 ("Districts") in 2022 via resolution number R2022-156. The City and the Districts entered the standard service plan IGA on June 2, 2023. Additionally, Council approved a resolution appointing board members to the Districts in 2025 via resolution number R2025-137. The Districts are located at the southwest corner of E. Alameda Avenue and S. Powhaton Roads and contain approximately 410 acres.

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

This is a request to approve and authorize execution of an intergovernmental agreement between the City of Aurora, Colorado and the Eastern Hills Metropolitan District No. 23. In June of 2023, Eastern Hills Metropolitan District Nos. 21-23 entered into the standard service plan IGA with the City on a consolidated basis. Since that time, the real estate comprising the Districts has been sold to two un-related parties. Due to changes in the development plan and different ownership entities, the Eastern Hills Metropolitan District No. 23 wishes to have a standalone IGA with City. This resolution will approve the standard service plan IGA with Eastern Hills Metropolitan District No. 23 on a standalone basis. The Districts have indicated that none of the Districts have residents at this time. District Nos. 21 and 22 have also provided a letter of support for District No. 23's standalone IGA.

FISCAL IMPACT

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

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

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

N/A

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

N/A

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does the Council support approval of this resolution and wish to forward this item to the City Council Meeting as proposed?

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) (Rulla)

RESOLUTION NO. R2026- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND EASTERN HILLS METROPOLITAN DISTRICT No. 23

WHEREAS, the City Council (the "City Council") of the City of Aurora, Colorado (the "City") previously approved that certain Intergovernmental Agreement dated June 2, 2023 (the "Original IGA") for the Eastern Hills Metropolitan District Nos. 21-23 (the "Districts"); and

WHEREAS, due to changes in development, the Boards of Directors of the Districts have determined that it is in the best interests of the Districts and the taxpayers and residents thereof for Eastern Hills Metropolitan District No. 23 ("District No. 23") to enter into a new intergovernmental agreement between the City and District No. 23 only (the "New Agreement").; and

WHEREAS, the property owner within District No. 23 is different than the property owner in Eastern Hills Metropolitan District Nos. 21-22 ("District Nos. 21-22"); and

WHEREAS, in 2025, Ashton Colorado Residential L.L.C., a Delaware limited liability company ("Ashton Woods") purchased the property within District No. 23 from Ventana Capital, Inc., a Colorado corporation ("Ventana"); and

WHEREAS, Ashton Woods intends to develop the property within District No. 23 and Ventana intends to develop or sell the property within District Nos. 21-22; and

WHEREAS, District No. 23 will own, operate and maintain common areas within its boundaries; and

WHEREAS, entering into the New Agreement will allow any operations and maintenance concerns regarding District No. 23 to be addressed directly with the City without involving District Nos. 21-22; and

WHEREAS, the Boards of Directors of District Nos. 21-22 have confirmed that they support District No. 23 entering into the New Agreement; 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 the New Agreement; and

WHEREAS, pursuant to § 29-1-203, C.R.S., as amended, governments may cooperate or contract with each other to provide any function, service or facility lawfully authorized to each, and any such contract may provide for the sharing of costs, the imposition of taxes, and the incurring of debt; and

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

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

Section 1. The New Intergovernmental Agreement between the City and District No. 23 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.

RESOLVED AND PASSED this _____ day of _____ 2026.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: _____ RLA
BRIAN J. RULLA, Sr. Assistant City Attorney

Megan J. Murphy
Shareholder

303-858-1800
mmurphy@wbapc.com

February 10, 2026

VIA EMAIL
City of Aurora
Office of Development Assistance
Michael Kerrigan
Special District Administrator
MKerriga@auroragov.org

Re: Eastern Hills Metropolitan District Nos. 21-23
First Amendment to Intergovernmental Agreement

Dear Mr. Kerrigan:

WBA, PC (f/k/a White Bear Ankele Tanaka & Waldron) has been engaged as general counsel to Eastern Hills Metropolitan District Nos. 21-23 (collectively, the "**Districts**"). By way of background, the City of Aurora (the "**City**") and the Districts are parties to that certain Intergovernmental Agreement dated June 2, 2023 (the "**Agreement**"). I am writing today to request the City Council consider approval a New Agreement (defined below).

Due to changes in development, the Boards of Directors of the Districts have determined that it is in the best interests of the Districts and the taxpayers and residents thereof for Eastern Hills Metropolitan District No. 23 ("**District No. 23**") to enter into a new intergovernmental agreement between the City and District No. 23 only (the "**New Agreement**").

The reason for this request is that the property owner within District No. 23 is different than the property owner in Eastern Hills Metropolitan District Nos. 21-22 ("**District Nos. 21-22**"). In 2025, Ashton Colorado Residential L.L.C., a Delaware limited liability company ("**Ashton Woods**") purchased the property within District No. 23 from Ventana Capital, Inc., a Colorado corporation ("**Ventana**"). Ashton Woods will develop the property within District No. 23 and Ventana will develop or sell the property within District Nos. 21-22. District No. 23 will own, operate and maintain common areas within its boundaries. Ashton Woods has requested that the City and District No. 23 enter into the New Agreement so that any operations and maintenance concerns regarding District No. 23 can be addressed directly with the City without involving District Nos. 21-22.

Enclosed for your review is a copy of the New Agreement. Please reach out to me directly at 303-858-1800 or mmurphy@wbapc.com to discuss any questions or concerns with these requests.

Sincerely,

WBA, PC

Megan J. Murphy
Shareholder

Enclosures

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF AURORA, COLORADO
AND
EASTERN HILLS METROPOLITAN DISTRICT NO. 23

THIS AGREEMENT is made and entered into as of this ___ day of _____, 2026, by and between the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado ("City"), and EASTERN HILLS METROPOLITAN DISTRICT NO. 23, 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 Service Plan approved by the City on August 8, 2022 ("Service Plan"); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the City and the District, as required by the Aurora City Code; and

WHEREAS, pursuant to the Service Plan, the City, the District, and Eastern Hills Metropolitan District No. 21 ("District No. 21"), and Eastern Hills Metropolitan District No. 22 ("District No. 22" and together with the District and District No. 21, the "Districts") entered into an Intergovernmental Agreement dated June 2, 2023 (the "Agreement"); and

WHEREAS, due to changes in development, the Board of Directors of the Districts have determined that it is in the best interests of the Districts and the taxpayers and residents thereof for the City and the District to enter into this New Agreement (defined below); 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 ("New Agreement"); and

WHEREAS, the New Agreement shall supersede and replace the Agreement it its entirety as it relates to the District and shall not affect the terms of the Agreement as it relates to District No. 21 and District No. 22.

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. Incorporation of Recitals. The recitals set forth above are hereby incorporated by reference as part of this Agreement.

2. Operations and Maintenance. The District shall dedicate the Public Improvements (as defined in the Service Plan) to the City or other appropriate jurisdiction or owner's association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The 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 improvement (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation systems improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto.

Any Fee imposed by the District for access to such park and recreation improvements shall not result in Non-District City residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the District. However, the District shall be entitled to impose an administrative fee as necessary to cover additional expenses associated with Non-District City residents to ensure that such costs are not the responsibility of District residents. All such Fees shall be based upon the District's determination that such Fees do not exceed reasonable annual market fee for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

8. Inclusion Limitation. The District shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The District shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

9. Overlap Limitation. The District shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the District unless the aggregate mill levy for payment of Debt of such proposed districts will not any time exceed the Maximum Debt Mill Levy of the District.

10. Initial Debt. On or before the effective date of approval by the City of an Approved Development Plan (as defined in the Service Plan), the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any fees used for the purpose of repayment of Debt.

11. Total Debt Issuance. The District, Eastern Hills Metropolitan District No. 21 ("District No. 21") and Eastern Hills Metropolitan District No. 22 ("District No. 22" and together with the District and District No. 21, the "Districts") shall not issue Debt in excess of One Hundred Fifty Million Dollars ($150,000,000) in the aggregate; provided, however, that any Debt issued by the Districts for ARI Regional Improvements shall not be included within this limitation and shall be subject to the limitations set forth in Section VI of the Service Plan.

12. 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.

13. Debt Issuance Limitation. The District shall not be authorized to incur any indebtedness until such time as the District has approved and executed the IGA and approved the imposition of the Aurora Regional Improvement Mill Levy (as defined in the Service Plan) upon all taxable property located within the boundaries of the District.

14. 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.

15. 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 Eastern Hills Metropolitan District Nos. 21 or 22.

16. Bankruptcy. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

17. 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.

18. Dissolution. Upon an independent determination of the City Council by resolution that the purposes for which the District was created have been accomplished and the City is

satisfied that the City will not be responsible for any obligations formerly provided by the District, 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.

19. Disclosure to Purchasers. The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, Fees, tolls and charges. The notice shall conform with the City's standard model disclosure attached as Exhibit D to the Service Plan as may be amended from time to time. 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.

20. Service Plan Amendment Requirement. Actions of the District which violate the limitations set forth in V.A.1-14 or VII.B-G of the Service Plan shall be deemed to be material modifications to the Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

21. INTENTIONALLY REMOVED.

22. Annual Report. The District shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City's Development Services Department no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued, pursuant to the City Code and containing the information set forth in Section VIII of the Service Plan.

23. Regional Improvements. The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of participation in the alternatives set forth in Section VI.A, B or C of the Service Plan.

The District shall impose the ARI Mill Levy and shall convey it as follows:

(a) If the District has executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the terms of which provide for the City to appoint no less than thirty percent (30%) and no more than forty-nine percent (49%) of the board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

(b) If the City and the District have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the District in accordance with such agreement; or

(c) If neither Section VI.A nor VI.B of the Service Plan is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under Section VI of the Service Plan and shall not expend such revenue until an intergovernmental agreement is executed between the District establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the Service Plan by the City and neither Section VI.A nor VI.B of the Service Plan have occurred within two (2) years from the date of the approval of the Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the District as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, the District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI. B of the Service Plan. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Section VI.A, B or C of the Service Plan, unless the City has agreed otherwise in writing; provided, however in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. The District shall cease to be obligated to impose, collect and convey to the City the revenue from the ARI Mill Levy described in Section VI of the Service Plan at such time as the area within the District's boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements.

24. Maximum Debt Mill Levy. The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

(a) For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill

levy Debt described in Section VII.C.2 of the Service Plan; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

(b) For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

(c) For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 of the Service Plan, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

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.

25. Maximum Debt Mill Levy Imposition Term. The District shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI of the Service Plan. Other than the ARI Mill Levy, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

26. 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:
Eastern Hills Metropolitan District No. 23
WBA, PC
2154 East Commons Avenue, Suite 2000
Centennial, CO 80122
Attn: Blair M. Dickhoner, Esq.
Phone: (303) 858-1800
Fax: (303) 858-1801

To the City:
City of Aurora
15151 E. Alameda Pkwy., 5th Floor
Aurora, CO 80012
Attn: Pete Schulte, 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.

27. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

28. 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.

29. 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.

30. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

37. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

SIGNATURE PAGES TO INTERGOVERNMENTAL AGREEMENT

EASTERN HILLS METROPOLITAN
DISTRICT NO. 23

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

February 9, 2026

VIA EMAIL
City of Aurora
Office of Development Assistance
Michael Kerrigan
Special District Administrator
MKerriga@auroragov.org

Re: Eastern Hills Metropolitan District Nos. 21-23
Letter In Support of First Amendment to Intergovernmental Agreement

Dear Mr. Kerrigan:

As you know, the City of Aurora (the "**City**") and Eastern Hills Metropolitan District Nos. 21-23 are parties to that certain Intergovernmental Agreement dated June 2, 2023 (the "**Agreement**").

The Boards of Directors of Eastern Hills Metropolitan District Nos. 21-22 (collectively, "**District Nos. 21-22**") as evidenced by its President's signature below, are aware of and support the request by Eastern Hills Metropolitan District No. 23 ("**District No. 23**") for the City Council to approve a new intergovernmental agreement between the City and District No. 23 only (the "**New Agreement**").

The reason for the New Agreement is that the property owner within District No. 23 is different than the property owner in District Nos. 21-22. In 2025, Ashton Colorado Residential L.L.C., a Delaware limited liability company ("**Ashton Woods**") purchased the property within District No. 23 from Ventana Capital, Inc., a Colorado corporation ("**Ventana**"). Ashton Woods will develop the property within District No. 23 and Ventana will develop or sell the property within District Nos. 21-22. District No. 23 will own, operate and maintain common areas within its boundaries. Ashton Woods has requested that the City and District No. 23 enter into the New Agreement so that any operations and maintenance concerns regarding District No. 23 can be addressed directly with the City without involving District Nos. 21-22.

Please contact our legal counsel, Megan Murphy with WBA, PC, at 303-858-1800 or mmurphy@wbapc.com to discuss any questions regarding this letter.

EASTERN HILLS METROPOLITAN DISTRICT NOS. 21-22, quasi-municipal corporations and political subdivisions of the State of Colorado

By: Tom Clark (Feb 10, 2026 14:40:44 MST)
President of the Districts

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF AURORA, COLORADO
AND
EASTERN HILLS METROPOLITAN DISTRICT NOS. 21-23

THIS AGREEMENT is made and entered into as of this 2nd day of June, 2023, by and between the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado ("City"), and EASTERN HILLS METROPOLITAN DISTRICT NOS. 21-23, quasi-municipal corporations and political subdivisions of the State of Colorado (collectively, 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' Service Plan approved by the City on August 8, 2022 ("Service Plan"); and

WHEREAS, the 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 Intergovernmental Agreement ("Agreement").

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Operations and Maintenance. The Districts shall dedicate the Public Improvements (as defined in the Service Plan) to the City or other appropriate jurisdiction or owner's association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The Districts shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto.

Any Fee imposed by the 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 District. However, the Districts shall be entitled to impose an administrative fee as necessary to cover additional expenses

associated with Non-District City residents to ensure that such costs are not the responsibility of District residents. All such Fees shall be based upon the 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 which are interconnected with a city or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the Districts.

2. Fire Protection. The 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, a District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt],

including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of their boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

8. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of such Districts. Additionally, the Districts shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not any time exceed the Maximum Debt Mill Levy of the Districts.

9. Initial Debt. On or before the effective date of approval by the City of an Approved Development Plan (as defined in the Service Plan), the 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. The Districts shall not issue Debt in excess of One Hundred Fifty Million Dollars ($150,000,000) in the aggregate; provided, however, that any Debt issued by the Districts for ARI Regional Improvements shall not be included within this limitation and shall be subject to the limitations set forth in Section VI of the Service Plan.

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 until such time as the Districts have approved and executed the IGA and approved the imposition of the Aurora Regional Improvement Mill Levy (as defined in the Service Plan) upon all taxable property located within the boundaries of the 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 by and between the Districts.

15. Bankruptcy. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

16. 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 Districts shall establish, maintain and annually update a public website or provide information on a shared community website, on which the Districts 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 a District was created have been accomplished, such 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. 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 Districts 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. The notice shall conform with the City's standard model disclosure attached as Exhibit D to the Service Plan as may be amended from time to time. The City shall be provided a copy of the notice prior to the

initial issuance of the Debt of a 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 Service Plan shall be deemed to be material modifications to the Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the Districts.

20. Multiple District Structure. It is anticipated that the Districts, collectively, will undertake the financing and construction of the improvements contemplated herein. Specifically, the Districts shall enter into an Intergovernmental Agreement 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 will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements.

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 Orders and Decrees creating the Districts have been issued, pursuant to the City Code and containing the information set forth in Section VIII of the 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 participation in the alternatives set forth in Section VI.A, B or C of the Service Plan.

The Districts shall impose the ARI Mill Levy and shall convey it as follows:

(a) If the Districts have executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the terms of which provide for the City to appoint no less than thirty percent (30%) and no more than forty-nine percent (49%) of the board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

(b) If the City and the Districts have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the Districts in accordance with such agreement; or

(c) If neither Section VI.A nor VI.B of the Service Plan is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under Section VI of the Service Plan and shall not expend such revenue until an intergovernmental agreement is executed between the Districts establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the Service Plan by the City and neither Section VI.A nor VI.B of the Service Plan have occurred within two (2) years from the date of the approval of the Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the Districts as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, the Districts may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI. B of the Service Plan. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Section VI.A, B or C of the Service Plan, unless the City has agreed otherwise in writing; provided, however in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. A District shall cease to be obligated to impose, collect and convey to the City the revenue from the ARI Mill Levy described in Section VI of the Service Plan at such time as the area within such 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 each District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

(a) For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 of the Service Plan; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a

change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

(b) For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

(c) For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 of the Service Plan, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that a 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 a 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 a District's Operations and Maintenance Mill Levy for the provision of operation and maintenance services to such District's 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 Service Plan. Other than the ARI Mill Levy, a 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 such 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, et seq, C.R.S.

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: Eastern Hills Metropolitan District Nos. 21-23
c/o Spencer Fane LLP
1700 Lincoln Street, Suite 2000
Denver, CO 80203
Attn: Russell Dykstra

Phone: (303) 839-3800
Fax: (303) 839-3838

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 Service Plan.

27. 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.

28. 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.

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 Service Plan.

SIGNATURE PAGES TO INTERGOVERNMENTAL AGREEMENT

EASTERN HILLS METROPOLITAN
DISTRICT NOS. 21-23

By: Tom Clark
President

Attest:

Bryan Horan
Secretary

CITY OF AURORA, COLORADO

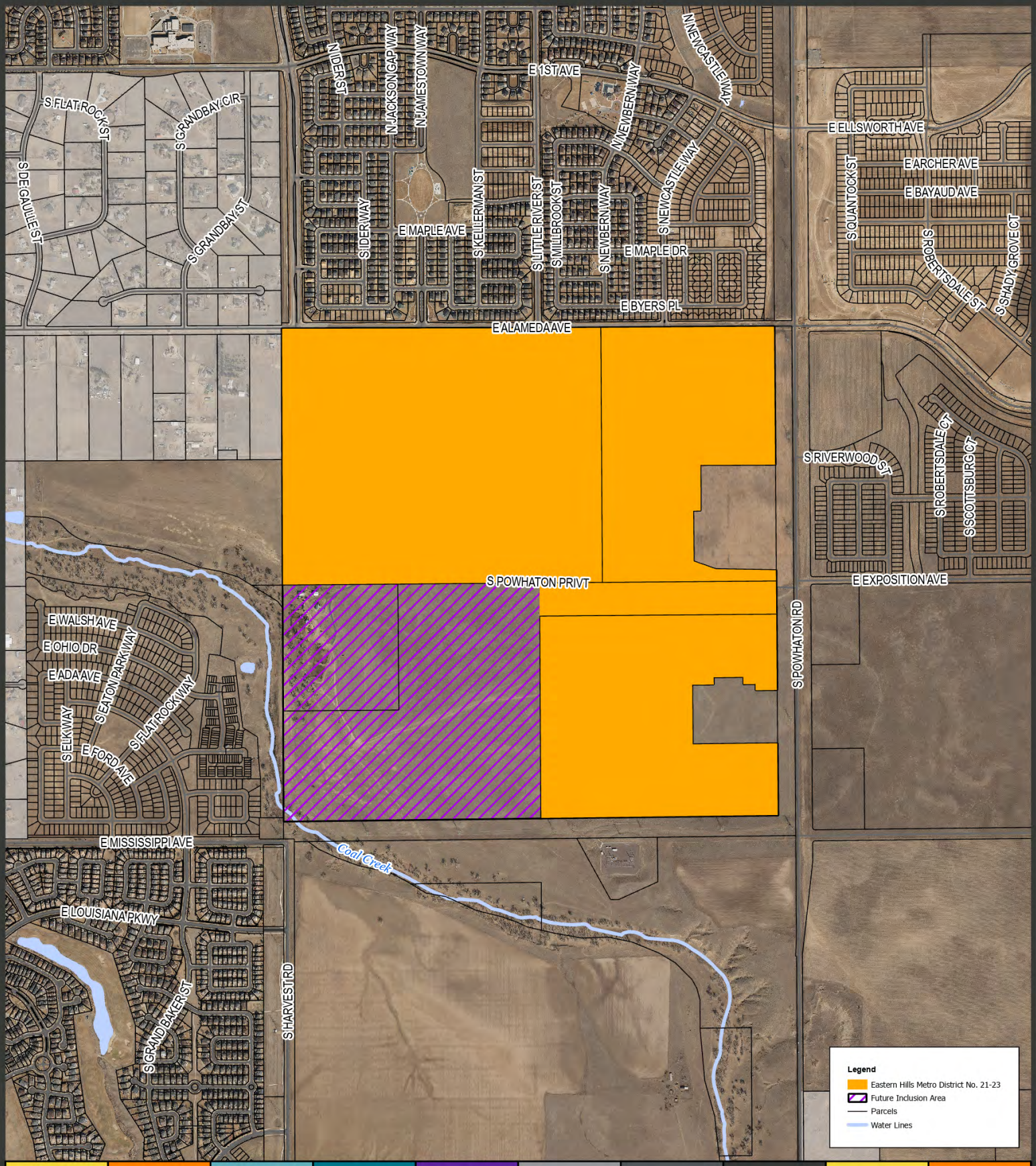
By: _____
MIKE COFFMAN, Mayor

ATTEST:

~~KADEE RODRIGUEZ~~, City Clerk / Deputy
Cecilia Zapata

APPROVED AS TO FORM:

_____
BRIAN J. RULLA, Assistant City Attorney
Rachel Allen signing for Brian Rulla



Planning and Business Development
15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

City of Aurora, Colorado

Eastern Hills Metropolitan District No. 21-23

September 22, 2025

ACCESSIBILITY STATEMENT
Please know that, while the city is working to make all information accessible, PDF map products are primarily visual in nature. If you have trouble accessing this document, please visit www.AuroraGov.org/Accessibility or call the Office of Accessibility (303-326-8858) and let us know how best to assist you.

Miles 0 0.1 0.2

CITY OF AURORA
Council Agenda Commentary

Item Title: Fletcher Regional Improvement Authority Establishment Agreement (Resolution)
Item Initiator: Michael Kerrigan, Special District Administrator, Development Services
Staff Source/Legal Source: Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Economically Strong: Building a conducive development climate, a diverse mix of industries and housing options, and fostering economic growth so that our community thrives and remains resilient.

COUNCIL MEETING DATES:

Study Session: 3/23/2026

Regular Meeting: 4/6/2026

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

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

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item as Proposed at Policy Committee

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as Proposed at Study Session

☐ Information Only

☐ Approve Item as Proposed at Regular Meeting

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 2/26/2026

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

☒ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

Staff has been coordinating with a team of developers, metro districts, attorneys, and financial consultants discussing possible alternatives for the financing of transportation infrastructure in the areas along E. 56th Ave. There is an increasing need for larger regional infrastructure improvements as development continues to occur within the City. Currently, there are limited funding opportunities available to provide these larger improvements to meet the City's increasing transportation needs.

One of the alternatives discussed was to develop a plan using the Aurora Regional Infrastructure (ARI) mill levy from area metropolitan districts. The ARI has been included as a required provision of metro district service plans within the City since 2004. The provision allots a mill levy specifically to be used for financing infrastructure improvements that will benefit several developments in a larger area. In order to use the ARI mill levy revenue, one of the options the metro district service plans require is for the implementing districts to join/create an authority made up of 3 or more metro districts from separate development areas. The metro district service plans also require the districts to extend an offer to the City to join the authority.

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

This is a request for approval and authorization to execute the Fletcher Regional Improvement Authority ("FRIA") Establishment Agreement among the City, Green Valley Ranch East Metropolitan District Nos. 10-11 & 14, HM Metropolitan District Nos. 3-4, Painted Prairie Metropolitan District Nos. 2-10, and Sky Dance Metropolitan District Nos. 1-2.

The purpose of FRIA is to acquire, finance, construct, and install identified Regional Improvements. FRIA will include the boundaries of the various member metro districts, and it will be managed by a board of directors made up of representation from one member of each member metro district and a City appointee. FRIA will be funded by the ARI Mill Levy Revenue generated from each of the member metro districts, member district initial contributions, City collected transportation impact fees (subject to Council approval of a subsequent resolution), and any FRIA debt proceeds.

The member metro districts will be required to enter a pledge agreement conveying their ARI Mill Levy revenue to FRIA. The prioritization and timing of undertaking the Regional Improvements will be determined by the FRIA board of directors via an ARI Master Plan. The City will have 45% voting power on the board for questions of quorum and ARI Master Plan approval. Additional metro districts may join FRIA in the future subject to board of director approval and execution of this Establishment Agreement.

FRIA shall not have the power to tax, impose special assessments, zoning powers, enforce building codes, enforce fire codes, enforce public health and safety regulations, impose any assessments or rates or fees or charges, eminent domain, or any powers not vested in the member metro district service plans. FRIA may fund one or more of its ARI Master Plans by issuing Revenue Bonds, of which are expected to be repaid by FRIA future revenues.

FRIA will terminate once the Revenue Bonds have been discharged and by a vote of the FRIA board. Exhibit A of this Establishment Agreement has a list of the Regional Improvements.

This item should be heard in conjunction with a number of related items including: FRIA Impact Fee IGA, various Green Valley Ranch East Metropolitan Districts Service Plan Amendments, various Painted Prairie Metropolitan Districts Service Plan Amendments, and various Sky Dance Metropolitan Districts Service Plan Amendments.

FISCAL IMPACT

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

☐ Revenue Impact ☐ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact

☐ Workload Impact ☒ No Fiscal Impact

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

N/A

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

N/A

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

N/A

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

N/A

QUESTIONS FOR COUNCIL

Does the Council support approval of the resolution and wish to forward this item to the City Council Meeting as proposed?

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) (Rulla)

RESOLUTION NO. R2026- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE FLETCHER REGIONAL IMPROVEMENT AUTHORITY ESTABLISHING AGREEMENT

WHEREAS, the City of Aurora, Colorado (the "City") is a home-rule municipal corporation and political subdivision of the State of Colorado created pursuant to Article XX of the Constitution of the State of Colorado; and

WHEREAS, the Green Valley Ranch East Metropolitan District No. 10, Green Valley Ranch East Metropolitan District No. 11, Green Valley Ranch East Metropolitan District No. 14, HM Metropolitan District No. 3, HM Metropolitan District No. 4, Painted Prairie Metropolitan District No. 2, Painted Prairie Metropolitan District No. 3, Painted Prairie Metropolitan District No. 4, Painted Prairie Metropolitan District No. 5, Painted Prairie Metropolitan District No. 6, Painted Prairie Metropolitan District No. 7, Painted Prairie Metropolitan District No. 8, Painted Prairie Metropolitan District No. 9, Painted Prairie Metropolitan District No. 10, Sky Dance Metropolitan District No. 1, and Sky Dance Metropolitan District No. 2 (the "Districts") are quasi-municipal corporations and political subdivisions of the State of Colorado, organized for the purpose, among others, of assisting in the financing and construction of public improvements within certain areas located within the City; and

WHEREAS, the acquisition, financing, construction, installation, maintenance and management of certain Regional Improvements are contemplated to benefit the City, the Districts, their constituents and the public; and

WHEREAS, the City and Districts have a compelling mutual interest in developing and coordinating plans, present and future, for the regional improvements to promote the public welfare; and

WHEREAS, Section 29-1-203, C.R.S., authorizes governments to contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units through the establishment of a separate legal entity; and

WHEREAS, each District operates under a Service Plan approved by the City which requires the imposition of taxes by such District for regional improvements in an amount or amounts designated therein as the "ARI Mill Levy" and allows the Districts to enter into an "ARI Authority Establishment Agreement" in the manner provided by the Code or a "Regional Intergovernmental Improvements Agreement" which establishes an ARI Authority as provided in the relevant Service Plan; and

WHEREAS, the City and Districts desire to enter into the Fletcher Regional Improvement Authority Establishment Agreement (the "Agreement") to establish a separate legal entity in conformity with and subject to Section 29-1-203.5, C.R.S., to provide for the acquisition, financing, construction, and installation of the Regional Improvements, and for the provision of any of the functions, services, or facilities permitted by the Constitution and laws of Colorado and in accordance with the provisions of this Agreement and each Districts' Service Plans; and

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

WHEREAS, it is in the best interest of the City and Districts and for the public health, safety, convenience, and welfare of the residents of the City and the Districts that the City and Districts enter into the Agreement for the purpose of forming the Fletcher Regional Improvement Authority to provide and undertake the functions and services necessary to acquire, construct, finance, and/or install the Regional Improvements and related improvements and appurtenances that may be identified and agreed upon by the City and Districts from time to time.

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

Section 1. The Fletcher Regional Improvement Authority Establishment Agreement between the City and the Districts 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.

RESOLVED AND PASSED this _____ day of _____ 2026.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: _____ RLA
BRIAN J. RULLA, Sr. Assistant City Attorney

FLETCHER REGIONAL IMPROVEMENT AUTHORITY (FRIA)

Management and Finance Policy Committee

February 26, 2026

Council Action Items Request

- FRIA- Establishment Agreement
- FRIA- Impact Fee IGA
- Sky Dance Metropolitan District #s 1-2- Service Plan Amendment and IGA
- Painted Prairie Metropolitan District #s 1-9- Service Plan Amendment and IGA
- Painted Prairie Metropolitan District #s 10-12- Service Plan Amendment and IGA
- Green Valley Ranch East Metropolitan District #s 6-14- Service Plan Amendment and IGA

Model Service Plan

City's Metro District Model Service Plan

- Includes the purpose and authorized powers and services the District will provide.
- Depicts the boundaries of the District.
- Discloses the maximum District mill levies.
- Discloses the maximum time limit for District mill levies.
- Places a requirement for the ARI.
- Requires Districts to enter an IGA that restates the restrictions and obligations of the District.
- Places disclosure notifications on Districts.

Model Service Plan ARI Mill Levies

Residential metropolitan districts

- Tier 1- 1 mill in years 1-20.
- Tier 2- 5 mills in years 21-40 or the year of debt repayment whichever occurs first.
- Tier 3- Average of last 10 years debt service mills in years 41-50.

Commercial (non-residential) districts

- Tier 1- 1 mill in years 1-20.
- Tier 2- 1.5 mills in years 21-40.
- Tier 3- Lesser of 20 mills or average of last 10 years debt service mills in years 41-45.

Aurora Regional Improvement (ARI) Mill Levy

Aurora Regional Improvement (ARI) mill levy was incorporated into the City's model service plan in 2004.

Purpose is to fund the planning, design, construction, acquisition and financing of regional street and transportation improvements.

Metropolitan Districts have 3 options for managing ARI funds:

Convey funds directly to the City	Enter into IGA with City directing the use of funds	Establish or join an ARI authority with 3 or more Districts; the authority directs the use of funds

ARI Authority

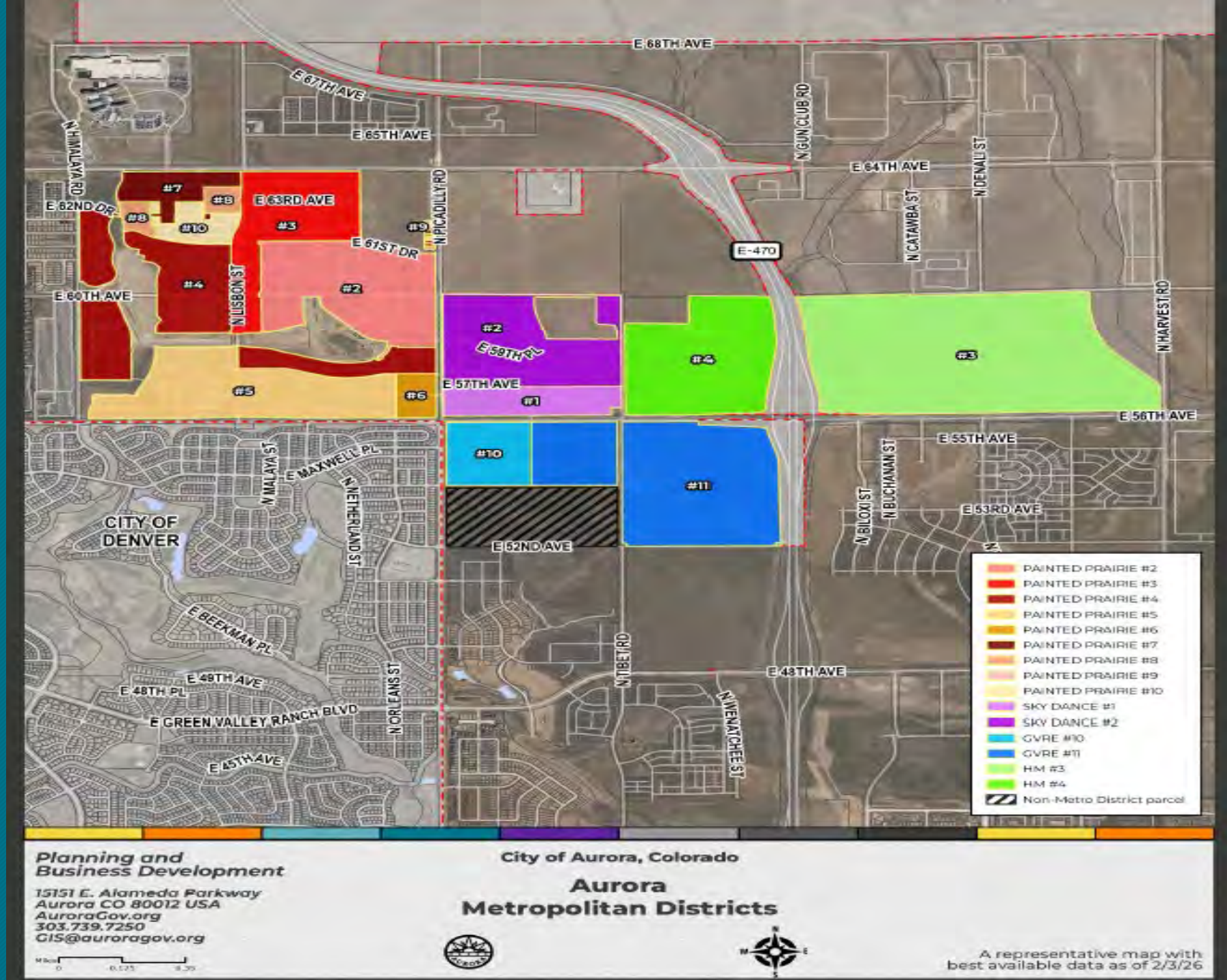
- Authority Purpose: The planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of regional improvements.
- Authority Construct: Three or more Metro Districts from different planning areas; City must also be offered the option to join. Formed by an agreement called an "Establishment Agreement" which lays out the operational aspects, management, board representation, Regional Improvements, and other pertinent details.
- Authority Funding: Uses member District ARI mill levy revenue to operate the Authority; can enter IGAs with other governments (City, County, etc.) to receive various revenues; can issue bonds which are repaid over time.
- Authority Examples: South Aurora Regional Improvement Authority, Aerotropolis Regional Transportation Authority, Aurora Regional Transportation Authority.

Fletcher Regional Improvement Authority (FRIA)

- Cooperative of Metropolitan Districts adjacent to E. 56th Ave. and the City to finance regional transportation improvements.
- Consists of 16 Metropolitan Districts and the City of Aurora:
  - GVRE Metropolitan District #s 10, 11, & 14
  - HM Metropolitan District #s 3 & 4
  - Painted Prairie Metropolitan District #s 2-10
  - Sky Dance Metropolitan District #s 1 & 2
- Member Metro Districts will pledge their ARI Mill Levies to FRIA to implement an ARI Master Plan.
- ARI Master Plan prioritizes Authority projects and determines financing strategy.
- FRIA will terminate once all Revenue Bonds have been discharged and by a vote of the FRIA board.

Fletcher Regional Improvement Authority (FRIA)

- FRIA requires that all member Districts amend their Service Plan to authorize their ARI Mill Levy to be equal to 5 mills plus any assessment rate adjustments.
  - This is important to future Authority financing as it provides certainty of cashflows and known mill levies.
- FRIA will be managed by a board of directors made up of representation from member Metro Districts and the City.
  - City will retain 45% voting control for quorum consideration and for votes related to any ARI Master Plans.
- FRIA anticipates undertaking several projects around 56th Ave and 60th Ave.
- FRIA anticipates undertaking future Revenue Bond issuances to pay for the projects.
  - ARI Mill Levy revenue and City pledged Transportation Impact Fees used as repayment sources.



Planning and Business Development
15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

City of Aurora, Colorado

Aurora Metropolitan Districts

A representative map with best available data as of 2/3/26

Fletcher Regional Improvement Authority (FRIA) Projects

56th Ave - 2 Westbound Lanes - Picadilly to Nepal & Tie In
56th Ave - North Side - Pedestrian Trail - Picadilly to Himalaya
56th Ave - 2 Eastbound Lanes - Picadilly to Skydance
56th Ave - 2 Eastbound Lanes - Skydance to Tibet
56th Ave - 2 Eastbound Lanes - Tibet to E-470
56th Ave - Westbound - Improve Existing 2 Lanes - Nepal to Lisbon
56th Ave - Westbound - Expand from 2 to 3 Lanes - Tibet to Picadilly
56th Ave - Westbound - Expand from 2 to 3 Lanes - E-470 to Tibet
56th Ave - Eastbound - Expand from 2 to 3 lanes - Picadilly to E-470
56th Ave/E-470 Bridge Expansion

56th Ave - Westbound - Improve Existing 2 Lanes - Lisbon to Himalaya
56th Ave - Westbound - Expand from 2 to 3 Lanes - Picadilly to Lisbon
56th Ave - Westbound - Expand from 2 to 3 Lanes - Lisbon to Himalaya
60th Ave - Crossing Pond 816 - if triggered/warranted - Near Himalaya
56th Ave - 2 Lanes (1 East 1 West + median) - Reimbursement - E-470 to Harvest
Harvest Rd. - Southbound - 1 lane (plus 1/2 median) Reimburse 56th to 64th
60th Ave Flyover @ E-470 - (if warranted - and required)
60th Ave - Improvements - Coolidge to Harvest Rd.
60th Ave - Improvements - Picadilly to E470
56th Ave - 2 Lanes - 1 East, 1 West + med.- Jackson Gap (A.P.) to Powhaton
56th - Streetlights - from Jackson Gap to Powhaton

Sky Dance Metropolitan District #s 1 & 2 Service Plan Amendments

- Districts currently have Model Service Plan ARI Mill Levy language.
- Districts are joining FRIA which requires amending their respective Service Plans.
- Service Plan Amendments Include:
  - Flat 5 Mill Levy for ARI Mill Levy.
  - ARI Mill Levy Agreement, a future agreement between the District and FRIA regarding the transfer of ARI Mill Levy revenue.
  - Agreed Upon Procedures Engagement, a future report that a CPA provides once the board of the District transfers to future property owners.

Painted Prairie Metropolitan District #s 1-12 Service Plan Amendments

- Painted Prairie Metro District Nos. 1-9 are on a consolidated Service Plan.
- Painted Prairie Metro District Nos. 10-12 are on a separate consolidated Service Plan.
- Districts currently have Model Service Plan ARI Mill Levy language.
- Districts are joining FRIA which requires amending their respective Service Plans.
- Service Plan Amendments Include:
  - Flat 5 Mill Levy for ARI Mill Levy.
  - ARI Mill Levy Agreement, a future agreement between the District and FRIA regarding the transfer of ARI Mill Levy revenue.
  - Agreed Upon Procedures Engagement, a future report that a CPA provides once the board of the District transfers to future property owners.

Green Valley Ranch East Metropolitan District #s 6-14 Service Plan Amendments

- GVRE MD #s 6-14 are on a consolidated Service Plan.
- GVRE MD #s 6-9 are partially developed and include residential homeowners.
  - GVRE MD #s 6-9 have joined the Aerotropolis Regional Transportation Authority (ARTA).
- Districts currently have specific ARI language that only allows for participation in ARTA, which is catalyst for needed amendment.
  - Current ARI Mill Levy is already subject to a 5-mill maximum.
- The Service Plan Amendments are only applicable to GVRE MD #s 10-14, as GVRE MD#s 6-9 wish to remain a part of ARTA.

Green Valley Ranch East Metropolitan District #s 6-14 Service Plan Amendments

- GVRE MD #s 10, 11, & 14 are joining FRIA which requires amending their respective Service Plans.
- GVRE MD #s 12-13 are not currently joining FRIA nor ARTA but wish to have flexibility on which Authority to join.
- Service Plan Amendments Include:
  - Flat 5 ARI Mill Levy for GVRE MD #s 10-14 and removes ARTA specific language.
  - Clarifies the definition of ARI Master Plan for GVRE MD #s 10-14 to pledge ARI Mill Levy revenue to an authority that is not ARTA.
  - Clarifies the definition of Regional Intergovernmental Improvements Agreement to allow GVRE MD #s 10-14 to join an Authority other than ARTA.
  - Incorporates the option for GVRE MD #s 10-14 to execute an IGA with the City to direct how ARI Mill Levy revenues shall used, this is a concept from the Model Service Plan.

Associated Agreements

- **In addition to the Service Plan Amendments, there are IGAs with each District amending their Service Plan.**
  - **Standard Service Plan IGA that restates obligations and requirements in the Service Plan, acknowledges changes due to Service Plan Amendment.**

- **Transportation Impact Fee Intergovernmental Agreement between the City and FRIA.**
  - **City will contribute the Transportation Impact Fees derived from residential development within the FRIA boundary.**
  - **The Impact Fee IGA term starts when the IGA is executed and concludes when FRIA dissolves.**
  - **The transfers to FRIA are subject to annual appropriation of City Council.**
  - **The IGA additionally contemplates a City One-Time Contribution of $1.8 million to be paid from the City's NE Transportation Capital Impact Fees for the 56th Avenue Regional Improvements Project.**

Process

Study Session 3/23/26

- FRIA Establishment Agreement (Resolution)
- FRIA Impact Fee IGA (Resolution)
- Service Plan Amendments (Ordinances)

City Council Meeting 4/6/26

- FRIA Establishment Agreement
- FRIA Impact Fee IGA
- Service Plan Amendment Public Hearings & 1st Reading

City Council Meeting 4/20/26

- Service Plan Amendment 2nd Reading

City Council Questions?



Michael Kerrigan, Special District Administrator, Office of Development Assistance

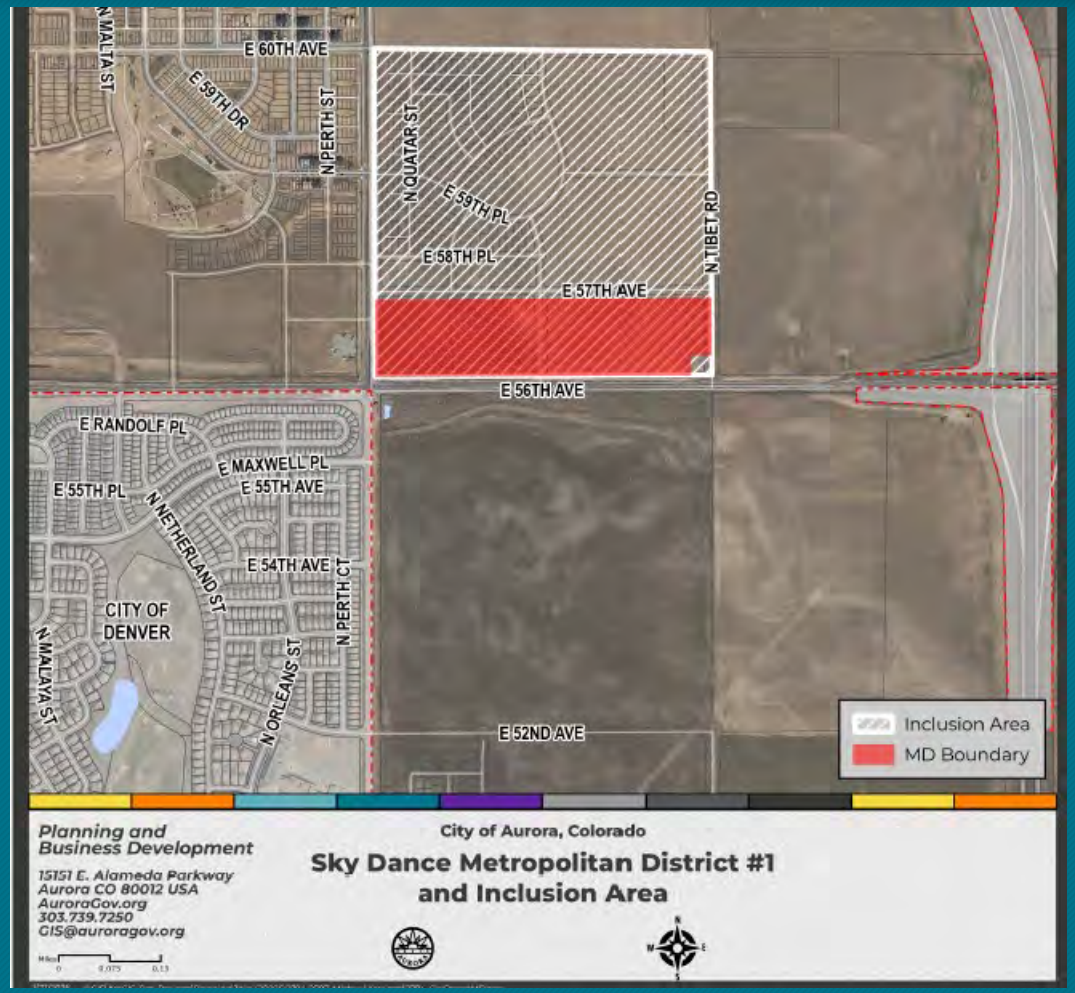
mkerriga@auroragov.org

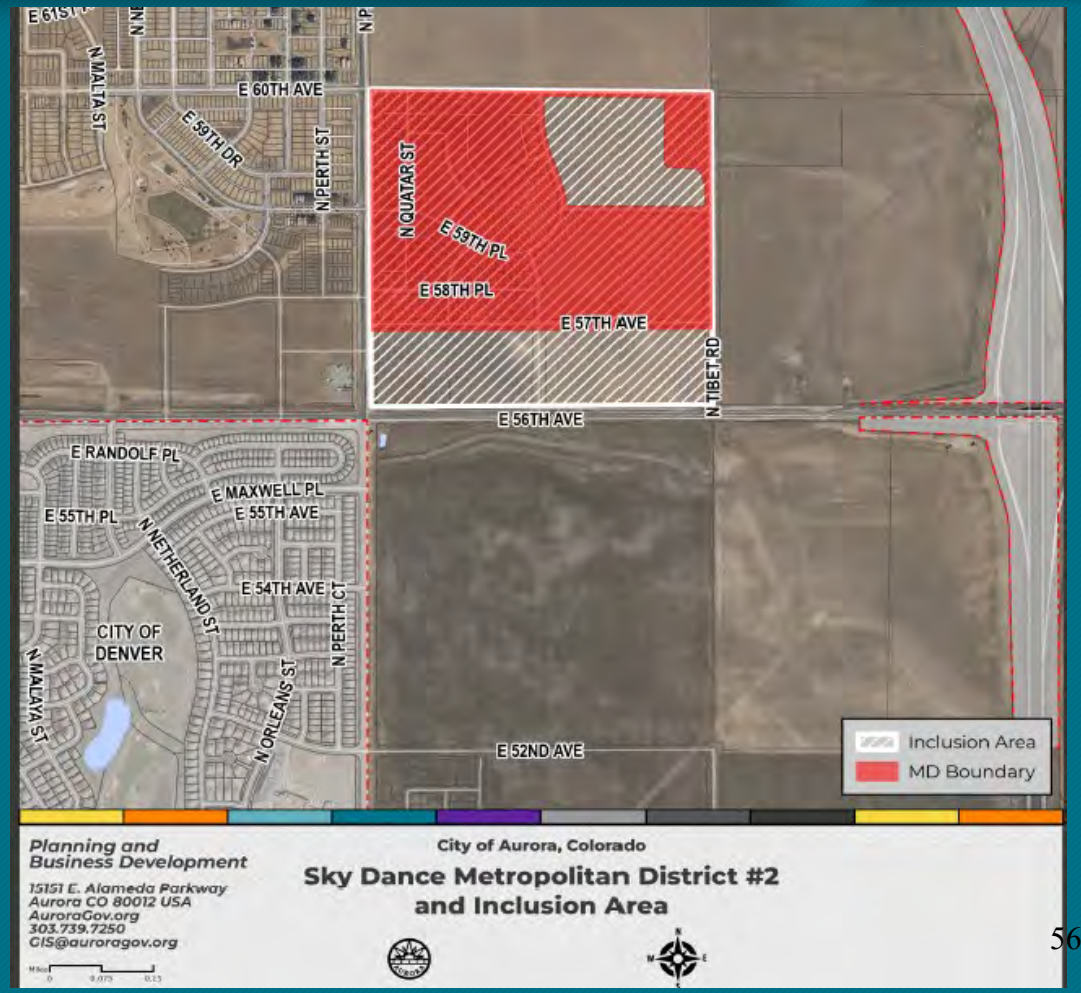
Appendix:
ARI Mill Levy Changes

- This color represents a change to the ARI Mill Levy

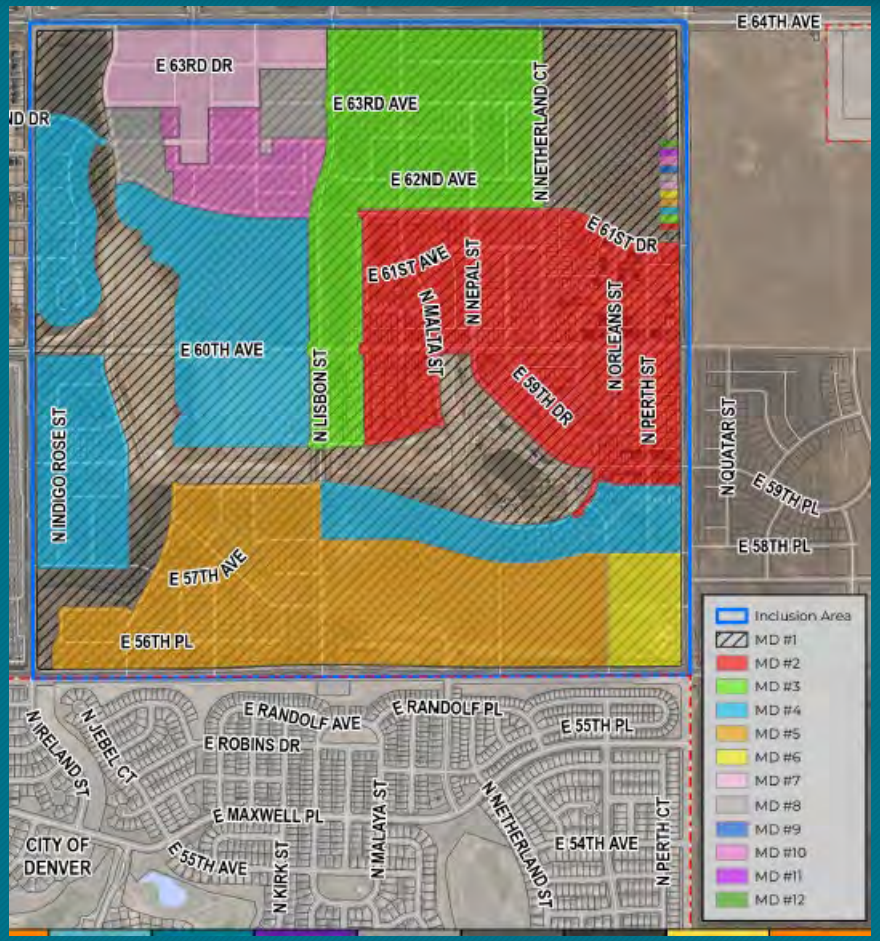
District Name	Type (Resident v. Developer Controlled)	Current Residents	Current ARI Mill Levy			New ARI Mill Levy with Service Plan Amendment	District Name
			Tier 1 (Begins when a debt mill is levied)	Tier 2	Tier 3	No Tiers, Flat 5 Mills	
GVRE MD#s 6-9	Resident	Yes	5 Mills, But Only Allowed to Undertake ARTA Regional Projects			No Change	GVRE MD#s 6-9
GVRE MD#s 10-14	Developer	No				5 Mills	GVRE MD#s 10-14
Sky Dance MD#s 1-2	Developer	No	Residential: 1 Mill through 20th year. --- Commerical: 1 Mill through 20th year.	Residential: 5 Mills through 21st year through the 40th year, or date of District debt repayment, whichever occurs first. --- Commerical: 1.5 Mills through 21st year through the date of District debt repayment.	Residential: For last 10 years, the ARI Mills are equal to the average debt service mill levy in 10 years prior to District debt repayment. --- Commerical: For the last 5 years, the ARI Mills are the lesser of 20 mills or the average debt service mill levy in the 10 years prior to District debt repayment.		Sky Dance MD#s 1-2
Painted Prairie MD#s 1-9	Developer	Yes (MD #s 1-6)					Painted Prairie MD#s 1-9
Painted Prairie MD#s 10-12	Developer	No					Painted Prairie MD#s 10-12
Districts below are not amending their Service Plans:							
HM MD#s 3-4	Developer	No	No Tiers, Flat 5 Mills			N/A, No Service Plan Amendment Needed	HM MD#s 3-4

Appendix:
Sky Dance MD Maps

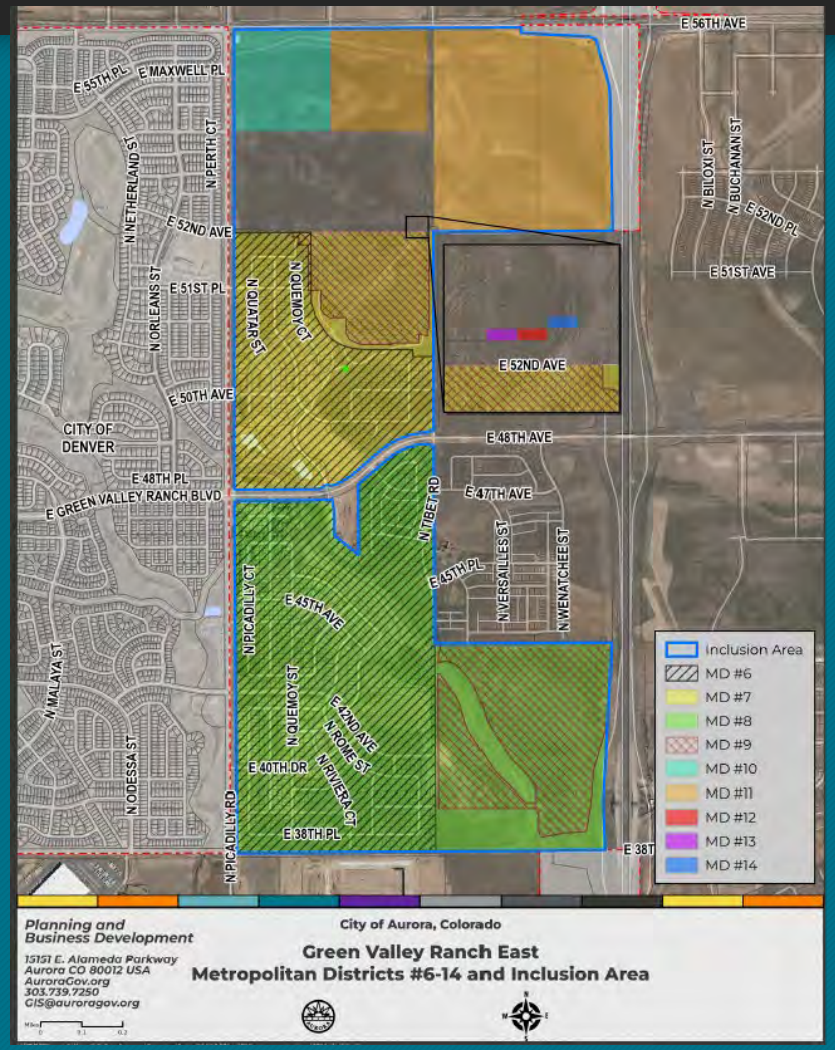




Appendix:
Painted Prairie MD Maps



Appendix:
GVRE MD Maps



FLETCHER REGIONAL IMPROVEMENT AUTHORITY ESTABLISHMENT AGREEMENT

by and among

GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NO. 10
GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NO. 11
GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NO. 14
HM METROPOLITAN DISTRICT NO. 3
HM METROPOLITAN DISTRICT NO. 4
PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 2
PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 3
PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 4
PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 5
PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 6
PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 7
PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 8
PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 9
PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 10
SKY DANCE METROPOLITAN DISTRICT NO. 1
SKY DANCE METROPOLITAN DISTRICT NO. 2

and

THE CITY OF AURORA, COLORADO,

Dated as of _____ 2026

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FLETCHER REGIONAL IMPROVEMENT AUTHORITY
ESTABLISHMENT AGREEMENT

THIS FLETCHER REGIONAL IMPROVEMENT AUTHORITY ESTABLISHMENT AGREEMENT, is entered into to be effective as of the __ day of _____, 2026, by and among:

GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NO. 10
GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NO. 11
GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NO. 14
HM METROPLITAN DISTRICT NO. 3
HM METROPLITAN DISTRICT NO. 4
PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 2
PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 3
PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 4
PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 5
PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 6
PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 7
PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 8
PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 9
PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 10
SKY DANCE METROPOLITAN DISTRICT NO. 1
SKY DANCE METROPOLITAN DISTRICT NO. 2

all of which are quasi-municipal corporations and political subdivisions of the State of Colorado,

AND

the CITY OF AURORA, COLORADO, a home rule city and political subdivision of the State of Colorado.

WITNESSETH:

WHEREAS, the City is a home-rule municipal corporation and political subdivision of the State of Colorado created pursuant to Article XX of the Constitution of the State of Colorado; and

WHEREAS, the Districts are quasi-municipal corporations and political subdivisions of the State of Colorado, organized for the purpose, among others, of assisting in the financing and construction of public improvements within certain areas located within the City; and

WHEREAS, the acquisition, financing, construction, installation, maintenance and management of certain Regional Improvements are contemplated to benefit the City, the Districts, their constituents and the public; and

WHEREAS, the Parties have a compelling mutual interest in developing and coordinating

plans, present and future, for the Regional Improvements to promote the public welfare; and

WHEREAS, the Constitution of Colorado, Article XIV, Section 18(2)(a), provides that the Constitution shall not be interpreted to prohibit the state or any of its political subdivisions from making the most efficient and effective use of their powers by cooperating and contracting with each other; and

WHEREAS, the Constitution of Colorado, Article XIV, Section 18(2)(b), provides that the Constitution shall not be interpreted to prohibit the enactment of a statute authorizing political subdivisions to establish a separate governmental entity to provide any function, service, or facility lawfully authorized to each of the contracting political subdivisions; and

WHEREAS, Section 29-1-201, C.R.S., permits and encourages governments to make the most efficient and effective use of their powers by cooperating and contracting with other governments; and

WHEREAS, Section 29-1-203, C.R.S., authorizes governments to contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units through the establishment of a separate legal entity; and

WHEREAS, each District operates under a Service Plan approved by the City which requires the imposition of taxes by such District for regional improvements in an amount or amounts designated therein as the "ARI Mill Levy" and allows the Districts to enter into an "ARI Authority Establishment Agreement" in the manner provided by the Code or a "Regional Intergovernmental Improvements Agreement" which establishes an ARI Authority as provided in the relevant Service Plan; and

WHEREAS, each District has further found and determined that, to the extent that its obligations hereunder constitute multiple fiscal year financial obligations, the District has received electoral authorization therefor prior to the date hereof; and

WHEREAS, the Parties desire to enter into this Agreement to establish a separate legal entity in conformity with and subject to Section 29-1-203.5, C.R.S., to provide for the acquisition, financing, construction, and installation of the Regional Improvements, and for the provision of any of the functions, services, or facilities permitted by the Constitution and laws of Colorado and in accordance with the provisions of this Agreement and each Districts' Service Plans; and

WHEREAS, the Parties intend, by entering into this Agreement, that the Authority hereby created be a "public entity" as defined in Part 1 of Article 10, Title 24, C.R.S., as amended; and

WHEREAS, it is in the best interest of the Parties and for the public health, safety, convenience, and welfare of the residents of the City and the Districts that the Parties enter into this Agreement for the purpose of forming the Fletcher Regional Improvement Authority (the "**Authority**") to provide and undertake the functions and services necessary to acquire, construct, finance, and/or install the Regional Improvements and related improvements and appurtenances that may be identified and agreed upon by the Parties from time to time.

NOW, THEREFORE, in consideration of the mutual covenants, obligations, and conditions expressed in this Agreement, it is agreed by and between the Parties, as follows:

ARTICLE I

DEFINITIONS AND RULES OF INTERPRETATION

Section 1.01. Definitions. The following terms have the meanings specified in this section unless the context clearly requires a different meaning.

"Agreement" means this Fletcher Regional Improvement Authority Establishment Agreement dated as of the date set forth above, as it may be amended from time to time.

"ARI Master Plan" means a master plan for the Regional Improvements approved by the Board for the acquisition, financing, construction, and/or installation of Regional Improvements.

"ARI Mill Levy" means the mill levy of a District designated as the "ARI Mill Levy" imposed and collected pursuant to its Service Plan.

"*ARI Mill Levy Revenue*" means, for each District, the following net of the collection costs of the County and any tax refunds or abatements authorized by or on behalf of the County: (a) all moneys derived from imposition by such District of its ARI Mill Levy; and (b) the specific ownership taxes remitted to such District pursuant to Section 42-3-107, C.R.S., or any successor statute, as a result of its imposition of the ARI Mill Levy.

"*Authority*" means the Fletcher Regional Improvement Authority.

"Board" means the Board of Directors of the Authority.

"*Bond Trustee*" means the entity designated by the Authority as the "trustee," "custodian" or similar role, if any, in connection with the issuance of any Revenue Bonds by the Authority, as reflected in the resolution, agreement or indenture of trust pursuant to which such Revenue Bonds are issued.

"*CGIA*" means the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq*., C.R.S., as amended.

"City" means the City of Aurora, a home rule city and political subdivision of the State of Colorado.

"Code" means the City Code of the City.

"County" means Adams County, Colorado.

"C.R.S." means the Colorado Revised Statutes.

"Director" or *"Directors"* means the members of the Board, as appointed pursuant to Article III hereof.

"District" or *"Districts"* means a Special District or the Special Districts collectively that are Parties to this Agreement, as the context requires.

"Event of Default" means those events described in Section 8.01 hereof.

"Minimum ARI Mill Levy" means, for each District, the number of mills required to be imposed by such District as the District's ARI Mill Levy in the applicable levy year as set forth in such District's Service Plan as such Service Plan exists on the date of execution of this Agreement (and notwithstanding any future amendment or restatement of the District's Service Plan); provided, however, that, for any District which has amended its Service Plan to provide for an ARI Mill Levy in accordance with Section 5.11 hereof, the "Minimum ARI Mill Levy" shall mean the ARI Mill Levy as set forth in the Service Plan amended in accordance with Section 5.11 hereof (and notwithstanding any future amendment or restatement of the District's Service Plan).

"Party" means, individually, the City or any District that has executed this Agreement.

"Parties" means, collectively, the City and the Districts that have executed this Agreement.

"*Pledge Agreement*" means an agreement entered into between the Authority and one or more Districts and/or the City in connection with the issuance by the Authority of Revenue Bonds, pursuant to which agreement the Districts party thereto (if any) are required to impose the ARI Mill Levy and remit the ARI Mill Levy Revenues to or on behalf of the Authority as more particularly provided therein, and the City (if a party thereto) is required to remit the revenue pledged thereunder to or on behalf of the Authority as provided therein.

"Public Utilities Commission" means the Public Utilities Commission of the State of Colorado, established pursuant to Colo. Const. Art. XXV.

"*Operations Costs*" means the costs of ongoing operations and administrative costs, including without limitation, legal, surveying, management, accounting, auditing, insurance and other costs necessary for good standing under applicable law.

"Quorum" means, with reference to the Board, a majority of the Board members by Voting Power.

"Regional Improvements" means the projects identified in Exhibit A, attached hereto, and as may be more specifically identified in one or more ARI Master Plans.

"Revenue Bonds" shall have the meaning assigned it in Section 5.06 hereof.

"Service Plan" means, with respect to any District, the service plan for such District approved by the City pursuant to the Code and the Special District Act, as the same may be amended from time to time.

"Special District Act" means Article 1, Title 32, Colorado Revised Statutes, as amended.

"Special District" or "Special Districts" means a special district or special districts, as the

context requires, organized pursuant to Parts 2 and 3 of Article 1, Title 32, C.R.S.

"Supermajority" means at least 67% of the votes cast by a Quorum at a duly held meeting of the Board.

"*Transportation Impact Fees*" means the City's imposed transportation capital impact fees on development within the City pursuant to City charter, municipal code, and relevant ordinance, as the same may be amended from time to time.

"Voting Power" means, in the case of Board members appointed by the Parties, one vote for each Board member; provided that for purposes of establishing a Quorum, or in the case of any vote on the adoption or modification of an ARI Master Plan or the prioritization of Regional Improvements, the Board member representing the City shall have 45% of the total Voting Power of the Board expressed in number of votes, which number shall be adjusted from time to time to account for the addition of new Parties, so as to preserve City's 45% Voting Power.

Section 1.02. Rules of Interpretation.

(a) Any reference herein to any officer or member of the governing body of a Party shall include those succeeding in their functions, duties or responsibilities pursuant to or by operation of law or who are lawfully performing their functions.

(b) Unless the context otherwise indicates, words importing the singular shall include the plural and vice versa, and the use of the neuter, masculine or feminine gender is for convenience only and shall be deemed to mean and include the neuter, masculine or feminine gender.

(c) Heading of Articles and Sections herein and in the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

ARTICLE II

CREATION OF THE AUTHORITY

Section 2.01. Creation. Upon the execution of this Agreement by the Districts, regardless of the City's execution and standing as a party to this Agreement, there is hereby established by this Agreement a separate legal entity and public corporation and political subdivision of the State of Colorado to be known as the Fletcher Regional Improvement Authority (the "**Authority**"). The Authority shall be an independent legal entity and public corporation and political subdivision of the State of Colorado, separate and distinct from the Parties.

Section 2.02. Purpose. The Authority is organized for the purpose of acquiring, financing, constructing, and/or installing the Regional Improvements as set forth in this Agreement and as more particularly set forth in one or more ARI Master Plan(s), as such ARI Master Plans are approved, adopted, or modified by the Authority from time to time.

Section 2.03. Boundaries. The initial area comprising the boundaries of the Authority shall

consist of, and be coterminous with, the combined territory of the Districts, as of the date hereof, and in the future the boundaries of the Authority shall continue to be coterminous with the boundaries of the Districts, as such Districts process inclusions and exclusions, pursuant to the Special District Act, or as additional Districts become Parties to the Agreement or Districts withdraw from the Agreement pursuant to the terms hereof. The Authority's boundaries shall automatically adjust without the need for action by the Board to be coterminous with the boundaries of the Districts consistent with any such inclusions, exclusions, or additions or withdrawals of Parties. A map and legal description of the Authority's boundaries are attached as Exhibit B. On or before January 31 of each year, the Authority shall file a current, accurate map and legal description of its boundaries with the City.

Section 2.04. Immunity. The Authority shall be a "public entity" as defined by the CGIA, and the Authority and its officers, directors, and agents shall be afforded all rights, limitations and protections as applicable under the CGIA. The Authority shall be immune from liability in all claims for injury which lie in tort or could lie in tort regardless of whether that may be the type of action or the form of relief chosen by the claimant except as provided in the CGIA. Nothing herein shall be construed as a waiver of the rights and privileges of the Parties or the Authority pursuant to the CGIA.

Section 2.05. Indemnification. To the extent permitted by law, the Authority shall indemnify, defend, and save harmless the Parties, their officers, agents, consultants and employees from and against any and all claims and losses whatsoever occurring or resulting to persons, firms, or corporations furnishing or supplying work, services, materials, or supplies to the Authority in connection with the Authority's performance of its obligations under this Agreement and the Authority's acquisition, financing, construction, installation, management or maintenance of the Regional Improvements, and, except as expressly provided by law, from any and all claims and losses accruing or resulting to any persons, firm, or corporation, for damage, injury or death arising out of or connected with the Authority's performance of its obligations under this Agreement. Notwithstanding the foregoing, none of the Parties nor the Authority are required by this Agreement to indemnify each other to the extent that any claims, losses, damage, injury or death arises out of or results from the other's intentional acts, negligence, willful misconduct or fraud.

ARTICLE III

MEMBERSHIP/ORGANIZATIONAL STRUCTURE

Section 3.01. Initial Parties. The initial Parties of the Authority shall be those Parties executing this Agreement as of the date first mentioned above.

Section 3.02. Board of Directors. The Authority shall be governed by the Board, in which all of the power of the Authority is vested and which shall exercise and perform all the powers, rights and duties vested in and imposed on the Authority by this Agreement and applicable law. Each Director shall serve at the will and pleasure of the Party that appointed the Director. Directors may receive compensation for their services in the maximum amount allowed for the directors of Special Districts by Section 32-1-902(3), C.R.S., as amended, and reasonable expenses related to the exercise of Board functions may be reimbursed by the Authority from funds available for such purpose.

Section 3.03. Composition of Board. Each Party shall be entitled to appoint one Director to the Board. Directors do not have to be an elected or appointed director of any Party and an individual may serve as a Director for more than one Party. The Parties shall appoint their respective Director and establish their terms of office by motion or resolution, which term may not exceed four (4) years, documented in writing, a copy of which shall be provided to the Authority. However, upon expiration of a term, a Director shall continue to serve until a successor has been appointed. There shall be no limit on the number of terms a Director may serve. Each Director shall take an oath or affirmation in accordance with Section 24-12-101(1), C.R.S., as amended. The oath or affirmation of each Director shall be administered consistent with the provisions of Section 24-12-103, C.R.S., as amended, and a copy shall be provided to the respective Party who appointed the Director and the Authority. Each Director shall serve at the will and pleasure of the Party that appoints such Director. A Director may be removed by the appointing Party, with or without cause, upon written notification of the removal to the respective Director and the Authority. Each Party may in its discretion appoint one alternate director, such appointment and other particulars to be consistent with that of a primary Director, who may serve on the Board in the absence of and in the place of the relevant primary Director from time to time.

Section 3.04. Vacancies. A vacancy may arise on the Board through resignation, death, or removal by the Party for which such Director is appointed to represent. Vacancies on the Board shall be filled by the Party as to which the vacancy occurs, as set forth in Section 3.03 above.

Section 3.05. Addition of New Parties. Additional Parties shall be Special Districts having territory within the City. Additional Special Districts may be included into the Authority upon (1) the filing with the Authority of a written request to join, authorized by resolution of the board of directors of the Special District, (2) a Supermajority vote of the Board, and (3) execution of this Agreement by the Special District. The Board may establish criteria for the admission of new Parties, including, but not limited to, fees for joining the Authority. New Parties shall be allowed to appoint a Director to the Board in accordance with Section 3.03. Following the addition of a new Party, the new Party shall have all of the privileges and obligations of a Party. By signing this Agreement, any new Party shall be deemed to have consented to and approved any and all ARI Master Plan(s) previously approved by the Board.

Section 3.06. Voting and Quorum. The Board shall act only upon a duly taken vote of the Directors present at a meeting at which a Quorum is present. Each Director appointed by a Party shall have one vote on behalf of that Party, unless otherwise set forth in this Agreement. No official action may be taken by the Board on any matter unless it occurs at a meeting of the Board, held in accordance with Section 3.07 herein, where a Quorum is in attendance either in person, telephonically or electronically. Voting by proxy is prohibited.

No debt or multiple fiscal year obligations for or on behalf of the Authority may be created without a Supermajority vote. Termination of this Agreement or dissolution of the Authority shall also require a Supermajority vote. Any other action taken by the Board, including but not limited to the approval of any ARI Master Plan, shall require a simple majority of the votes cast by a Quorum of the Board in attendance.

Section 3.07. Meetings. The Board may hold regular meetings at a time and place fixed

by the Board and may conduct special meetings at such times and places as the Board may determine to be necessary. Regular or special meetings may be held in person, telephonically, electronically, or by any combination of the foregoing, and upon notice to each Director. Notices of all meetings shall be provided in the same manner as meetings for Special Districts under the Special District Act.

Section 3.08 Officers. The officers of the Authority shall consist of, at a minimum, a president, secretary, and treasurer, and may include a vice president and as many assistant treasurers and assistant secretaries as the Board sees fit. The secretary and treasurer may be one person. All officers shall be elected from time to time by simple majority of the votes cast by a Quorum of the Board in attendance at a meeting. Officers must be Directors, provided the Board may appoint an individual who does not serve as a Director to serve as the Secretary or as an assistant Secretary. The duties of all officers shall include such duties as are required by law and as may be directed by the Board from time to time.

Section 3.09. Bylaws, Rules, and Regulations. The Board shall have the power to adopt such bylaws, rules, and regulations as are necessary or convenient for the conduct of the Authority so long as such bylaws, rules, and regulations are not in conflict with the provisions of this Agreement or applicable law.

Section 3.10. Withdrawal. Prior to execution of a Pledge Agreement by a Party, such Party may withdraw from the Authority and be released from this Agreement upon written notice to the other Parties. Upon execution of a Pledge Agreement by a Party, such Party may not withdraw from the Authority or be released from this Agreement until all Revenue Bonds secured by such Pledge Agreement have been fully repaid and discharged. Any withdrawal by a Party under this Section 3.10 shall be effective on the date that is 30 days after such notice was given pursuant to Section 9.01. Upon withdrawal, a withdrawing Party shall have no further interest, right or title in or to any assets or equity of the Authority, unless the Board approves a specific agreement to the contrary. Withdrawal by any Party or consolidation of Parties shall not cause termination of this Agreement as between the Parties not withdrawing or consolidating except as otherwise provided in this Agreement.

Section 3.11. Conflict Disclosures. All Directors shall disclose conflicts of interest as required of directors of Special Districts under applicable law, including Section 32-1-902, C.R.S., Section 24-18-110, C.R.S., Section 18-8-308, C.R.S., and Rule 1.1 of the Colorado Secretary of State's Rules Concerning Conflicts of Interest, as the same may be amended from time to time.

Section 3.12. No Restriction on Powers of Parties. Except as expressly provided herein, nothing in this Agreement shall be deemed or construed to restrict, prohibit or otherwise limit the power of any Party, and no action of the Authority shall be attributable to the Parties.

Section 3.13. Dissolution of Party. If a Party is dissolved or otherwise ceases to exist then either (a) the plan for dissolution shall contain adequate provisions acceptable to the Authority for the performance of all such Party's obligations to the Authority, or (b) all such obligations shall be fully paid and performed prior to the effective date of dissolution.

Section 3.14. Advisory Committees. The Board may establish one (1) or more advisory committees, and the advisory committee members may be any person or persons so designated by

vote of the Board. Any committee established by the Board shall serve solely in an advisory capacity to the Board. The members of any advisory committee shall serve at the pleasure of the Board and may be removed by the Board, with or without cause, upon written notification of the removal to the respective committee member.

ARTICLE IV

POWERS OF THE AUTHORITY

Section 4.01. Plenary Powers. Except as otherwise limited by this Agreement, the Authority, in its own name and as provided in this Agreement, may exercise all powers lawfully authorized in Section 29-1-203 and 29-1-203.5, C.R.S., as amended, including all incidental, implied, expressed or such other powers as necessary to execute the purposes of this Agreement. The Authority shall act through its Board, and its officers and agents as authorized by the Board pursuant to any motion, resolution, bylaws, rules, regulations or other direction. The Authority shall not have the power to represent itself as, or act as agent for, or on behalf of, the individual Parties without their written consent.

Section 4.02. Enumerated Powers. In general, the Authority shall have the power to exercise all powers conferred by law upon a separate legal entity organized pursuant to Sections 29-1-203 and 29-1-203.5, C.R.S., as amended, or necessary to the provision of its functions, services, and facilities, and subject to such limitations as are or may be prescribed by law, the Service Plan(s), or in this Agreement. In accordance with Section 29-1-203.5(2)(a), C.R.S., the Authority is expressly authorized to exercise any general power of a Special District specified in Part 10 of Article 1 of Title 32, C.R.S., so long as each of the Districts may lawfully exercise the power; provided, however, that pursuant to Section 29-1-203.5(2)(b), C.R.S., the Authority may not levy a tax or exercise the power of eminent domain. To the extent permitted by law and subject to the limitations set forth in the Service Plan(s) and this Agreement, the Authority's powers shall include, without limitation, the following:

(a) to acquire, operate, manage, lease (as lessee or lessor), sell, construct, reconstruct or repair, or dispose of real and personal property, buildings, works, improvements, or other facilities necessary to carry out the purposes of this Agreement in the name of the Authority;

(b) to make and enter into contracts, including, without limitation, contracts with local governmental entities, including the Parties, and other Special Districts, authorities, corporations, and state or federal agencies;

(c) to make and enter into contracts, subject to payment provided by federal, state or other governmental funding, from revenues generated by the Parties and from funding, including loans, provided by the Parties, as deemed appropriate, for goods and services;

(d) to accept gifts, grants, and revenue from any lawful source;

(e) to accept and receive the ARI Mill Levy Revenue;

(f) to sue and be sued in the Authority's own name;

(g) to hire and terminate agents, employees, consultants and professionals;

(h) to approve and modify ARI Master Plans, provide for the furnishing of Regional Improvement services, works or facilities as authorized in the Districts' Service Plans; to dedicate property acquired or held by it for public works, improvements, facilities, utilities, and purposes; and to agree, in connection with any of its contracts, to any conditions that it deems reasonable and appropriate including, but not limited to, conditions attached to federal financial assistance, and to include in any contract made or let in connection with any project of the Authority provisions to fulfill such of said conditions as it may deem reasonable and appropriate;

(i) to prepare and approve an annual budget and any necessary amended or supplemental budgets, as set forth in Article V;

(j) to approve, set, impose, collect, pledge, spend, reserve, and use rates, fees, tolls, charges and penalties for facilities, services, or programs furnished or to be furnished by the Authority;

(k) to adopt, modify, and amend bylaws, rules, and regulations pursuant to Section 3.08, above;

(l) to enter into agreements for the purpose of securing any necessary professional, administrative, or support services;

(i) to keep and maintain financial books and records in compliance with Section 5.05 hereof to account for all expenditures of funds, and to obtain an independent audit (or audit exemption), by certified public accountants selected by the Board, of such records annually with the audited financial statements and auditor's report thereon submitted to the Parties;

(j) to accept contributions, grants, or loans from any public or private agency, individual, or the United States or the State of Colorado or any department, instrumentality, or agency thereof, for the purpose of financing its activities

(1) to adopt financial and investment policies and invest monies remaining in any fund which are available for investment in accordance with the laws of the State of Colorado including Articles 10.5 and 47 of Title 11, C.R.S., as amended, for the investment of public funds or by public entities;

(m) to contract for real estate, financing, goods or services;

(n) to borrow money and enter into or issue revenue bonds, notes or other financial obligations subject to the provisions of Section 29-1-203.5(3)(a) C.R.S., and to finance Regional Improvements in accordance with the ARI Master Plan or Plans, as amended from time to time;

(o) to enter into lease-purchase agreements which may be offered either as whole leases or with certificates of participation;

(p) to take all actions necessary or appropriate to carry out and implement the provisions of this Agreement;

(q) to have and use a corporate seal;

(r) to control and accept public rights of way; and

(s) to exercise any general power of a Special District specified in part 10 of Article 1 of Title 32, C.R.S., as long as each of the Parties to this Agreement may lawfully exercise the power.

Section 4.03. Limitation on Express and Implied Powers. In determining the express and implied powers that the Authority has under this Agreement, the Authority shall not have the following powers:

(a) taxation;

(b) imposition of special assessments pursuant to Article 25 of Title 31, and Article 1 of Title 32, C.R.S., as amended;

(c) zoning or other governmental powers over land;

(d) imposition of building, fire code, public health and safety regulations;

(e) imposition or assessment against the Parties to this Agreement of any fees, rates, or charges;

(f) eminent domain, or

(g) any powers not vested in the Districts pursuant to their respective Service Plans and state law.

Section 4.04. Spending Authority. The Authority is limited in its spending powers to the annual total budget approved by a simple majority of the votes cast by a Quorum of the Board in attendance at a meeting, as such budget may be amended. Annual expenditures shall not exceed revenues for the year plus beginning unreserved cash balances.

Section 4.05. No Private Inurement. No part of the assets or net earnings of the Authority shall inure to the benefit of or be distributable to its directors, officers, or other private persons, except that the Authority shall be authorized and empowered to pay reasonable compensation for services actually rendered and to make reimbursement in reasonable amounts for expenses actually incurred in exercising the powers or carrying out the purposes of the Authority.

Section 4.06. Authority Not a Public Utility. The Parties agree that the Authority is not and shall not be considered or deemed in the future a service company, or a public utility as defined

in Section 40-1-103(1)(a), C.R.S., or as such terms are defined in any constitutional provision, statute, or law of the State of Colorado. The Parties further agree that in the event that the Authority is ever determined by a third party to be a public utility under Section 40-1-103(1)(a), C.R.S., the Authority shall be exempt from any regulation by the Public Utilities Commission or any other special commission, pursuant to Colorado Constitution Article XXV and Article V, Section 35. The Parties agree not to undertake any effort to request supervision, control, or regulation of this Authority, of any of the Parties, or of the property of the Authority or any Party, by the Public Utilities Commission of the State of Colorado, or any other regulatory authority claiming jurisdiction of the subject.

ARTICLE V

REMITTANCE OF ARI MILL LEVY REVENUE/BUDGETS/ DEBT

Section 5.01. Remittance of ARI Mill Levy Revenue to Authority. Upon the execution of this Agreement by a District, such District shall transfer all ARI Mill Levy Revenues received by it to the Authority within 20 days of receipt by such District, provided, however, that in the event that the total amount of ARI Mill Levy Revenue received by such District in a calendar month is less than $1,000, the ARI Mill Levy Revenue received in such calendar month may instead be remitted to the Authority no later than the 15th day of the calendar month immediately succeeding the calendar quarter in which such revenue is received by such District (i.e., no later than April 15th for ARI Mill Levy Revenue received in January, February or March, no later than July 15th for ARI Mil Levy Revenue received in April, May or June, no later than October 15th for ARI Mill Levy Revenue received in July, August or September, and no later than January 15th for ARI Mill Levy Revenue received in October, November or December). Notwithstanding the foregoing, upon the execution of a Pledge Agreement by a District, and so long as the Revenue Bonds secured thereby remain outstanding, such District shall remit its ARI Mill Levy Revenue in accordance with the provisions of such Pledge Agreement, notwithstanding any other provision hereof.

Section 5.02. Initial Contribution, Funding of Operating Costs of the Authority. The Parties acknowledge that the Authority does not currently have financial resources to pay its Operations Costs. The Districts agree that upon execution of this Agreement, each District shall contribute, as a one-time, non-reimbursable contribution to the Authority, the amount set forth in Exhibit C of this Agreement to fund the Operations Costs. The Districts further agree that the Authority may fund its Operations Costs with up to 20% of the ARI Mill Levy Revenues transferred to the Authority on an annual basis. The amount of money necessary to fund the Operations Costs of the Authority shall be determined each year as a part of the budget process. In the event that the ARI Mill Levy Revenues are insufficient to cover the Operations Costs at any time, each District agrees to fund, as non-reimbursable contributions, its pro-rata share of the Operations Costs, determined as among the Districts only, and the City shall have no obligation to contribute to such Operations Costs. Notwithstanding the foregoing, until such time as a District executes a Pledge Agreement, such District may, but shall not be obligated to, direct the Authority to utilize all of its ARI Mill Levy Revenues to fund Operations Costs, which increased funding by a particular District shall be subtracted from its pro-rata share contribution. By signing this Agreement, each District affirms it has properly authorized and is committing its ARI Mill Levy Revenues for purpose of this Agreement, without the need for further or reoccurring approval by

it. This commitment is non-discretionary and non-revocable so long as a District is a member of the Authority. The Authority shall submit requests for funding of any shortfalls related to the Operations Costs to each District. Each District shall have thirty (30) days from the receipt of the request for funding of any shortfalls related to the Operations Costs to submit its pro-rata share to the Authority.

The Parties do not intend for any shortfall amounts to be remitted to the Authority pursuant to this Section 5.02 to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of the obligations of the Districts pursuant to this Section 5.02 requiring budgeting and appropriation of funds to pay for budget shortfalls are subject to annual budgeting and appropriations.

Section 5.03. Accounting of ARI Mill Levy Revenue. The ARI Mill Levy Revenue attributable to each District shall be accounted for by the Authority so that the funds remitted by each District are tracked separately. The Authority shall apply ARI Mill Levy Revenues received by it to: (i) Operating Costs as set forth in Section 5.02, (ii) costs associated with Revenue Bonds, and/or (iii) costs of Regional Improvements, all subject to the provisions hereof and any Pledge Agreement, if and to the extent applicable. Notwithstanding the foregoing, the Authority shall not apply any ARI Mill Levy Revenue attributable to a District to costs associated with Revenue Bonds unless and until such District has executed a Pledge Agreement as set forth in Section 5.06.

Section 5.04 Annual Budget. On or before September 15 annually, each District shall provide the Authority with its respective Preliminary Assessed Valuation for the coming year. No later than October 15 of each year, the Board shall cause a proposed annual budget for the next fiscal year to be prepared and shall submit a copy of the proposed annual budget to the Parties. The budget adopted by the Board shall conform to the requirements of Sections 29-1-101, *et seq*., C.R.S., as amended, and the additional requirements set forth in this Agreement. The Board may amend the budget in accordance with Sections 29-1-101, *et seq*., C.R.S. The Authority shall make available to each of the Districts an unaudited financial statement for the prior fiscal year as soon as possible after the close of each fiscal year, but no later than September 1 of the following year.

The Parties intend that the Authority shall not be considered a "district" subject to Article X, Section 20 of the Colorado Constitution ("**TABOR**") and therefore will not maintain a three percent (3%) emergency reserve as required by paragraph (5) of TABOR (the "**TABOR Reserves**"). The reserves of each District, including the Districts' TABOR Reserves, shall not be transferred to the Authority but shall remain with the respective individual Districts. However, should it be determined that the Authority is a "district" for purposes of TABOR, the TABOR Reserves of the individual Districts shall be available to the Authority should it become necessary to draw on a TABOR Reserve fund and thus the Authority's TABOR Reserve requirement under TABOR would be satisfied.

Section 5.05. Books and Records. The Authority shall provide for the keeping of accurate and correct books of account in accordance with the Local Government Uniform Accounting Law, Part 5 of Article 1, Title 29, C.R.S., as amended. Unless eligible for an exemption from audit, the Board shall provide for the auditing of all books and accounts and other financial records of the Authority on an annual basis in accordance with the Colorado Local Government Audit Law, Part 6

of Article 1, Title 29, C.R.S., as amended. The audit shall be completed and filed annually in a timely manner, as described in Section 29-1-606, C.R.S. All funds received by the Authority shall be invested in accordance with state statutory requirements.

Section 5.06. Revenue Bonds; Pledge Agreements. The Authority may fund one or more ARI Master Plans from any lawful source authorized by this Agreement and applicable law. The Authority shall be authorized to fund one or more ARI Master Plans from the proceeds of revenue bonds, notes or other financial obligations to be issued by the Authority in accordance with and subject to the terms of this Agreement (collectively referred to herein as "**Revenue Bonds**"). It is anticipated that such Revenue Bonds will be secured by ARI Mill Levy Revenues and/or other revenues pledged by one or more of the Parties as evidenced by one or more Pledge Agreements entered into between the Authority and one or more of the Parties. Any Pledge Agreement entered into by a District shall include a pledge of such District's ARI Mill Levy Revenue to secure payment of one or more series of Revenue Bonds, including the payment of principal of and interest thereon and the funding or replenishment of any reserve funds or surplus funds securing such Revenue Bonds; provided, however, that, without the consent of any other Party to this Agreement, any such Pledge Agreement with a District may: (i) provide for a portion of such ARI Mill Levy Revenues in an amount set forth therein to be remitted to the Authority for the purpose of funding Operating Costs; and (ii) limit the pledge of ARI Mill Levy Revenue to secure only a particular series of Revenue Bonds. Upon the execution of a Pledge Agreement by a Party, and so long as the Revenue Bonds secured thereby remain outstanding, such Party shall remit the revenue pledged thereunder (including, in the case of a District, its ARI Mill Levy Revenue) in accordance with the provisions of such Pledge Agreement, notwithstanding any other provision hereof. In the event of a conflict between the terms of this Agreement and a Pledge Agreement, the terms of the Pledge Agreement shall control; provided that in no event shall any Pledge Agreement reduce the Minimum ARI Mill Levy or time period during which a District is required to impose the ARI Mill Levy as provided herein.. No debt of the Authority shall constitute the debt or financial obligation or become the responsibility of the Parties except as set forth in the applicable pledge agreement.

The purpose of this Section is to ensure that the Authority receives all payments of ARI Mill Levy due under this Agreement in a timely manner so that the Authority may pay its Revenue Bonds. Each District agrees that during the pendency of any litigation which may arise hereunder, all payments required hereunder shall be made by such District for the purpose of enabling the Authority to make payments on the Authority's Revenue Bonds, notes or other financial obligations issued pursuant to Section 5.07 hereof. If a District believes it has valid defenses, setoffs, counterclaims, or other claims, it shall nevertheless make all payments to the Authority as described in this Agreement under protest, stating the reasons therefor, and seek to recover such payments by separate actions at law or in equity for damages or specific performance

Section 5.07. Pledge of ARI Mill Levy; Termination of Obligations Upon Withdrawal. Each District hereby covenants to impose the ARI Mill Levy each levy year in an amount not less than the applicable Minimum ARI Mill Levy and to remit the ARI Mill Levy Revenue to or on behalf of the Authority in accordance with the provisions hereof and any Pledge Agreement, as applicable. The financial obligation of each District to remit the ARI Mill Levy to the Authority hereunder constitutes a multiple fiscal year financial obligation of such District, payable from the ARI Mill Levy Revenue received by such District , which ARI Mill Levy Revenue is pledged to the Authority

for the purposes set forth in this Agreement, subject to each District's right to termination as provided herein. It is the understanding and intent of the Parties that the execution of this Agreement shall fully and irrevocably commence the multiple fiscal year financial obligation and pledge of each District for all purposes of this agreement, subject to each District's right to termination as provided herein. For the avoidance of doubt, following approval of this Agreement, no District may withhold any portion of its ARI Mill Levy for any reason regardless of whether and how such District and its respective Director votes on any ARI Master Plan, the Regional Improvements or prioritization thereof, or any other matter related to this Agreement, subject to each District's right to termination as provided herein.

Notwithstanding any other provision contained herein, in the event that a District withdraws from the Authority in accordance with Section 3.10 hereof, all obligations of the District hereunder with respect to the imposition of the ARI Mill Levy and remittance of ARI Mill Levy Revenues, and the pledge of such revenues as provided herein, shall terminate and be of no further force and effect as of the effective date of such withdrawal; provided, however, that the foregoing shall not operate to modify any provisions of the applicable District's Service Plan with respect to the ARI Mill Levy; and further provided that any such District that has withdrawn from the Authority shall remain obligated to remit the proceeds of any ARI Mill Levy Revenues resulting from any ARI Mill Levy imposed prior to the effective date of such withdrawal..

Notwithstanding anything to the contrary set forth in this Agreement, no District shall be obligated to impose a mill levy in excess of what is allowable under its Service Plan or electoral authorization.

Section 5.08. Effectuation of Pledge; Appropriation. Except as limited hereby, the amounts to be paid hereunder are hereby appropriated for that purpose, and such amounts shall be included in the annual budgets and the appropriation resolutions or measures to be adopted or passed by the board of directors of each District in each year this Agreement remains in effect.

No provision of any constitution, statute, resolution or other measure enacted after the execution of this Agreement shall in any manner be construed as limiting or impairing the obligation of a District to levy, administer, enforce and collect the ARI Mill Levy required for the payment of its obligations hereunder.

It shall be the duty of the board of directors of each District annually, at the time and in the manner provided by law for the levying of such District's taxes, to ratify and carry out the provisions hereof regarding the levy and collection of the ARI Mill Levy.

Section 5.09. Authority Reliance; Funding Obligations Pending Dispute Resolution. Each District agrees that its funding obligations set forth in this Agreement are absolute, irrevocable, unconditional and irrepealable within the meaning of Article XI, Section 6 of the Colorado Constitution, subject to each District's right to terminate as provided in Section 5.07 hereof. The Districts agree that their authority to modify this Agreement is limited so as to prohibit a repeal of the funding obligations in this Agreement, except as specifically set forth in this Agreement (including as provided in Section 5.07 hereof). The Districts each agree, notwithstanding any fact, circumstance, dispute, or any other matter, that they will not take or fail to take any action which would delay a payment to the Authority or impair the Authority's ability

to receive payments due hereunder.

Each District acknowledges that the Authority may issue or enter into Revenue Bonds and the Authority may obtain financial commitments and security for its Revenue Bonds from third parties, all of whom shall be relying on performance of a District's obligations as set forth in a Pledge Agreement.

Section 5.10. Documentation. The Parties understand and acknowledge that they may be required to provide certain documentation, representations, disclosures, certifications, opinions and other information to facilitate the issuance of any revenue bonds, notes or other financial obligations of the Authority (the "**Supporting Documentation**"). The Parties agree they will cooperate in good faith and will provide such Supporting Documentation within a reasonable time after requested by the Authority.

Section 5.11. Service Plan Amendment; Revised ARI Mill Levy. The Districts agree they will in good faith exercise commercial best efforts to submit to the City and pursue through approval one or more amendments as are necessary to amend their Service Plan to revise the ARI Mill Levy to be equal to five (5) mills, plus Gallagher Adjustment or Assessment Rate Adjustment (as applicable and defined in the Service Plan) for imposition beginning no later than the tax year during which a ARI Authority Establishment Agreement or Regional Intergovernmental Improvements Agreement (as applicable and defined in the Service Plan) becomes effective for collection in the following year, and continuing until such time as all Revenue Bonds issued by the Authority have been fully paid and discharged and all ARI Master Plan projects have been completed; provided however, that if the ARI Authority Establishment Agreement or Regional Intergovernmental Improvements Agreement becomes effective after December 1st of the tax year in which it is effective, the obligation to impose the revised ARI Mill Levy shall commence with the immediately following tax year.

Section 5.12. City Impact Fees. Subject to City Council approval, the City may contribute to the Authority a portion of its collected Transportation Impact Fees for property within the Authority boundary subject to a future intergovernmental agreement.

ARTICLE VI

ASSETS OF THE AUTHORITY

Section 6.01. Asset Inventory Schedule. The Authority shall maintain an asset inventory list for any and all real or personal property acquired by the Authority by lease, purchase, donation or governmental conveyance and either held by it or transferred to others. This list shall designate how the asset was acquired, the date of acquisition, and the date of any sale or other disposition of any asset transferred by the Authority, together with the amount of consideration received or paid by the Authority.

Section 6.02. Insurance. The Authority shall maintain the following insurance coverages or equivalent thereof:

(a) General liability coverage protecting the Authority and its officers,

directors, and employees against loss, liability, or expense whatsoever from personal injury, death, property damage, or otherwise, arising from or in any way connected with management, administration, or operations in amounts not less than $1,000,000 per occurrence and $2,000,000 general aggregate.

(b) Directors and officers liability coverage (errors and omissions) protecting the Authority and its directors and officers against any loss, liability, or expense whatsoever arising from the actions and/or inactions of the Authority and its directors, officers, agents or employees in the performance of their duties.

ARTICLE VII

TERMINATION

Section 7.01. Termination by Notice. This Agreement will terminate, subject to the Districts' compliance with the provisions of their respective Service Plans, after notice has been provided to each Party, and provision has been made for the discharge of any Revenue Bond of the Authority, by a vote of the Board in accordance with Section 3.06.

Section 7.02. Wind-Up and Liquidation. In the event of termination of this Agreement, the Board, or a person or persons appointed by the Board, shall wind-up and liquidate the assets of the Authority, if any. Upon dissolution of the Authority all of its property will be transferred to the City or other governmental entities approved by it. If the Districts cannot agree on the disposition of certain assets or property of the Authority, said assets or property shall be subject to an independent appraisal and shall be sold at public auction with the proceeds allocated, to the greatest equitable extent possible, to the Districts in the same proportion as the respective contribution of funds by the Districts for acquisition of the assets or property. Upon termination of this Agreement, the Districts will work in good-faith to determine how best to allocate Authority assets and liabilities between the Districts, such that a fair and equitable arrangement can be achieved while continuing to maintain the best possible services for each District. The Districts may memorialize the terms of their accord in a written agreement.

ARTICLE VIII

DEFAULT

Section 8.01. Events of Default. The occurrence of any one or more of the following events, and/or the existence of any one or more of the following conditions shall constitute an "**Event of Default**" under this Agreement:

(a) The failure of any Party to make any payment when the same becomes due and payable as provided in this Agreement and cure such failure within thirty (30) days of receipt of notice from one of the other Parties or the Authority of such failure; or

(b) The failure to perform or observe any other covenants, agreements, or conditions in this Agreement on the part of any Party and to cure such failure within 30 days

of receipt of notice from one of the other Parties or the Authority of such failure unless such default cannot be cured within such 30-day period, in which event the defaulting Party shall have an extended period of time to complete the cure, provided that action to cure such default is commenced within said 30-day period and the defaulting Party is diligently pursuing the cure to completion.

Section 8.02. Remedies on Occurrence of Events of Default. Upon the occurrence of an Event of Default, the Parties, the Authority and the Bond Trustee (as a third-party beneficiary hereunder) shall have the following rights and remedies:

(a) The non-defaulting Parties, the Authority or the Bond Trustee, or any combination of the foregoing, may request a court of competent jurisdiction to issue a writ of mandamus or order any similar or equivalent relief, to compel the board of directors of the defaulting Party to perform its duties under this Agreement, and/or to issue temporary and/or permanent restraining orders, or orders of specific performance, to compel the defaulting Party to perform in accordance with this Agreement.

(b) The non-defaulting Parties, the Authority or the Bond Trustee may protect and enforce their rights under this Agreement by such suits, actions, or special proceedings as they shall deem appropriate, including, without limitation, any proceedings for the specific performance of any covenant or agreement contained in this Agreement, for the enforcement of any other appropriate legal or equitable remedy, or for the recovery of damages, including attorneys' fees and all other costs and expenses incurred in enforcing this Agreement.

(c) The non-defaulting Parties shall have the right to budget, advance and expend funds as necessary to enforce the terms of this Agreement.

Section 8.03. General.

(a) **Delay or Omission No Waiver.** No delay or omission of any Party to exercise any right or power accruing upon any Event of Default shall exhaust or impair any such right or power or be construed as a waiver of any such Event of Default.

(b) **No Waiver of One Default to Affect Another: All Remedies Cumulative.** No waiver of any Event of Default by any Party or the Authority shall extend to or affect any subsequent or other Event of Default. All rights and remedies of the Parties and Authority provided in this Agreement may be exercised with or without notice, shall be cumulative, may be exercised separately, concurrently, or repeatedly, and the exercise of any such right or remedy shall not affect or impair the exercise of any other right or remedy.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 9.01. Notices. Any notice required hereunder shall be given in writing, delivered personally, or sent by registered mail, postage prepaid, and addressed to the Parties at the addresses set forth below or at such other address as either Party may hereafter or from time to time designate

by written notice to the other Party given in accordance herewith. Notice shall be considered given when personally delivered or mailed, and shall be considered received in the earlier of the day on which such notice is actually received by the Party to whom it is addressed, or the third day after such notice is mailed.

to City of Aurora:
City of Aurora
Suite 5300
15151 East Alameda Parkway
Aurora, Colorado 80012
Attention: City Attorney
Telephone: (303) 739-7030
E-Mail:_____
Facsimile:

to the Districts: At the address specified on the signature page.

to the Authority:

_____

_____
Attention:
Telephone:
E-Mail:
Facsimile:

Section 9.02. Consent. Whenever any provision of this Agreement requires consent or approval of the Parties hereto, the same shall not be unreasonably withheld.

Section 9.03. Amendments. No alterations, amendments or modifications hereof shall be valid unless approved by the unanimous consent of the Parties and executed by an instrument with the same formality as this Agreement; provided, however, that the Parties may not alter, amend or modify this Agreement unless such alteration, amendment or modification is permitted by, and in full compliance with, the terms of any bond resolutions, indentures, loan agreements or other documents pursuant to which the Authority has issued revenue bonds, notes or other financial obligations. Neither this Agreement, nor any term hereof, can be changed, modified, or abandoned, in whole or in part, except by the instrument in writing, and no prior, contemporary, or subsequent oral agreement shall have any validity whatsoever.

Section 9.04. Severability. If any clause or provision in this Agreement contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of this Agreement as a whole and all other clauses or provisions shall be given full force and effect.

Section 9.05. Binding Effect. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and to their respective successors and permitted

assigns.

Section 9.06. Assignment and Delegation. No Party shall assign any of the rights granted or delegate any of the duties imposed by this Agreement without the consent of the Authority. Any attempted assignment or delegation not in conformity with this provision shall be void. Notwithstanding the foregoing, the Authority is expressly permitted to assign to the Bond Trustee all right, title and interest of the Authority in ARI Mill Levy Revenues payable to it hereunder, and all rights of the Authority to enforce payment of the same in accordance with the terms hereof.

Section 9.07. Applicable Laws. This Agreement shall be governed by and construed in accordance with the Constitution and laws of the State of Colorado. The Parties agree not to institute any legal action or proceeding against the Authority or any of its directors, officers, employees, agents or property concerning any matter arising out of or related to this Agreement in any court other than the Adams County District Court.

Section 9.08. Paragraph Headings. The paragraph headings are inserted in this Agreement only as a matter of convenience and reference and in no way are intended to be a part of this Agreement or to define, limit or describe the scope or intent of this Agreement or the particular paragraphs hereof to which they refer.

Section 9.09. Singular and Plural. Whenever the context shall so require, the singular shall include the plural and the plural shall include the singular.

Section 9.10. Negotiated Provisions. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed substantially and materially to the preparation of this Agreement.

Section 9.11. No Third-Party Beneficiaries. Except as provided below in this Section, it is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only. Notwithstanding the foregoing, the Bond Trustee is expressly made a third-party beneficiary hereunder.

Section 9.12. Counterparts. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

Section 9.13. Electronic Signatures. The Parties consent to the use of electronic signatures pursuant to the Uniform Electronic Transactions Act, Sections 24-71.3-101, et seq., Colorado Revised Statutes, as may be amended from time to time. This Agreement, and any other

documents requiring a signature hereunder, may be signed electronically by the parties in a manner acceptable to the Parties. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original

Section 9.14. No Personal Liability. No elected official, director, officer, agent or employee of the Parties shall be charged personally or held contractually liable by or under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

[Remainder of this page left blank intentionally]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first hereinabove written.

CITY OF AURORA, COLORADO

_____

_____, Mayor

ATTEST:

_____

_____, City Clerk

APPROVED AS TO FORM:

_____

_____, City Attorney

District Signatures and Notice Addresses

District	Notice Address
Green Valley Ranch East Metropolitan District No. 10 Signed: _____ By:_____ Title:_____ Signed: _____ Attest:_____ Title:_____	c/o Icenogle Seaver Pogue 4725 South Monaco Street, Suite 360 Denver, CO 80237 Attention: Jennifer L. Ivey Telephone: (303) 292-9100 E-Mail: Jivey@ISP-Law.com
Green Valley Ranch East Metropolitan District No. 11 Signed: _____ By:_____ Title:_____ Signed: _____ Attest:_____ Title:_____	c/o Icenogle Seaver Pogue 4725 South Monaco Street, Suite 360 Denver, CO 80237 Attention: Jennifer L. Ivey Telephone: (303) 292-9100 E-Mail: Jivey@ISP-Law.com
Green Valley Ranch East Metropolitan District No. 14 Signed: _____ By:_____ Title:_____ Signed: _____ Attest:_____ Title:_____	c/o Icenogle Seaver Pogue 4725 South Monaco Street, Suite 360 Denver, CO 80237 Attention: Jennifer L. Ivey Telephone: (303) 292-9100 E-Mail: Jivey@ISP-Law.com

HM Metropolitan District No. 3 Signed: _____ By:_____ Title:_____ Signed: _____ Attest:_____ Title:_____	c/o Cockrel Ela Glesne Greher & Ruhland 44 Cook Street, Suite 620 Denver, CO 80206 Attention: Matthew P. Ruhland Telephone: (303) 218-7200 E-Mail:mruhland@cegrlaw.com
HM Metropolitan District No. 4 Signed: _____ By:_____ Title:_____ Signed: _____ Attest:_____ Title:_____	c/o McGeady Becher Cortese Williams 450 E. 17th Avenue, Suite 400 Denver, CO 80203 Attention: Paula J. Williams Telephone: (303) 592-4380 E-Mail:pwilliams@specialdistrictlaw.com
Painted Prairie Metropolitan District No. 2 Signed: _____ By:_____ Title:_____ Signed: _____ Attest:_____ Title:_____	c/o White Bear Ankele Tanaka & Waldron 2154 East Commons Avenue, Suite 2000 Centennial, CO 80122 Attention: Clint C. Waldron Telephone: (303) 858-1800 E-Mail:cwaldron@wbapc.com
Painted Prairie Metropolitan District No. 3 Signed: _____ By:_____ Title:_____ Signed: _____ Attest:_____ Title:_____	c/o White Bear Ankele Tanaka & Waldron 2154 East Commons Avenue, Suite 2000 Centennial, CO 80122 Attention: Clint C. Waldron Telephone: (303) 858-1800 E-Mail:cwaldron@wbapc.com

Painted Prairie Metropolitan District No. 4 Signed: _____ By:_____ Title:_____ Signed: _____ Attest:_____ Title:_____	c/o White Bear Ankele Tanaka & Waldron 2154 East Commons Avenue, Suite 2000 Centennial, CO 80122 Attention: Clint C. Waldron Telephone: (303) 858-1800 E-Mail:cwaldron@wbapc.com
Painted Prairie Metropolitan District No. 5 Signed: _____ By:_____ Title:_____ Signed: _____ Attest:_____ Title:_____	c/o White Bear Ankele Tanaka & Waldron 2154 East Commons Avenue, Suite 2000 Centennial, CO 80122 Attention: Clint C. Waldron Telephone: (303) 858-1800 E-Mail:cwaldron@wbapc.com
Painted Prairie Metropolitan District No. 6 Signed: _____ By:_____ Title:_____ Signed: _____ Attest:_____ Title:_____	c/o White Bear Ankele Tanaka & Waldron 2154 East Commons Avenue, Suite 2000 Centennial, CO 80122 Attention: Clint C. Waldron Telephone: (303) 858-1800 E-Mail:cwaldron@wbapc.com
Painted Prairie Metropolitan District No. 7 Signed: _____ By:_____ Title:_____ Signed: _____ Attest:_____ Title:_____	c/o White Bear Ankele Tanaka & Waldron 2154 East Commons Avenue, Suite 2000 Centennial, CO 80122 Attention: Clint C. Waldron Telephone: (303) 858-1800 E-Mail:cwaldron@wbapc.com

Painted Prairie Metropolitan District No. 8 Signed: _____ By:_____ Title:_____ Signed: _____ Attest:_____ Title:_____	c/o White Bear Ankele Tanaka & Waldron 2154 East Commons Avenue, Suite 2000 Centennial, CO 80122 Attention: Clint C. Waldron Telephone: (303) 858-1800 E-Mail:cwaldron@wbapc.com
Painted Prairie Metropolitan District No. 9 Signed: _____ By:_____ Title:_____ Signed: _____ Attest:_____ Title:_____	c/o White Bear Ankele Tanaka & Waldron 2154 East Commons Avenue, Suite 2000 Centennial, CO 80122 Attention: Clint C. Waldron Telephone: (303) 858-1800 E-Mail:cwaldron@wbapc.com
Painted Prairie Metropolitan District No. 10 Signed: _____ By:_____ Title:_____ Signed: _____ Attest:_____ Title:_____	c/o White Bear Ankele Tanaka & Waldron 2154 East Commons Avenue, Suite 2000 Centennial, CO 80122 Attention: Clint C. Waldron Telephone: (303) 858-1800 E-Mail:cwaldron@wbapc.com
Sky Dance Metropolitan District No. 1 Signed: _____ By:_____ Title:_____ Signed: _____ Attest:_____ Title:_____	c/o McGeady Becher Cortese Williams 450 E. 17th Avenue, Suite 400 Denver, CO 80203 Attention: Megan M. Becher Telephone: (303) 592-4380 E-Mail: mbecher@specialdistrictlaw.com

Sky Dance Metropolitan District No. 2 Signed: _____ By:_____ Title:_____ Signed: _____ Attest:_____ Title:_____	c/o McGeady Becher Cortese Williams 450 E. 17th Avenue, Suite 400 Denver, CO 80203 Attention: Megan M. Becher Telephone: (303) 592-4380 E-Mail: mbecher@specialdistrictlaw.com

EXHIBIT A

Regional Improvements

First Phase	
56th Ave - 2 Westbound Lanes - Picadilly to Nepal & Tie In	$4,000,000
56th Ave - North Side - Pedestrian Trail - Picadilly to Himalaya	$500,000
56th Ave - 2 Eastbound Lanes - Picadilly to Skydance	$8,500,000
56th Ave - 2 Eastbound Lanes - Skydance to Tibet	$4,800,000
56th Ave - 2 Eastbound Lanes - Tibet to E-470	$3,100,000
Subtotal First Phase	**$20,900,000**

Future Projects as Funding Permits - Tier 2 - In priority	
56th Ave - Westbound - Improve Existing 2 Lanes - Nepal to Lisbon	$2,500,000
56th Ave - Westbound - Expand from 2 to 3 Lanes - Tibet to Picadilly	$3,000,000
56th Ave - Westbound - Expand from 2 to 3 Lanes - E-470 to Tibet	$4,250,000
56th Ave - Eastbound - Expand from 2 to 3 lanes - Picadilly to E-470	$9,900,000
56th Ave/E-470 Bridge Expansion	$28,000,000
56th Ave - Westbound - Improve Existing 2 Lanes - Lisbon to Himalaya	$7,137,500
56th Ave - Westbound - Expand from 2 to 3 Lanes - Picadilly to Lisbon	$4,250,000
56th Ave - Westbound - Expand from 2 to 3 Lanes - Lisbon to Himalaya	$3,275,000
Subtotal Future Projects as Funding Permits - Tier 2 - In priority	**$62,312,500**

Future Projects as Funding Permits - Tier 3 - In priority	
60th Ave - Crossing Pond 816 - if triggered/warranted - Near Himalaya	$7,000,000
56th Ave - 2 Lanes (1 East 1 West + median) - Reimbursement - E-470 to Harvest	$12,000,000
Harvest Rd. - Southbound - 1 lane (plus 1/2 median) Reimburse 56th to 64th	$4,425,000
60th Ave Flyover @ E-470 - (if warranted - and required)	$33,000,000
Subtotal Future Projects as Funding Permits - Tier 3 - In priority	**$56,425,000**

Permitted Projects if Capacity Exists after all Previous Projects funded	
60th Ave - Improvements - Coolidge to Harvest Rd.	$8,000,000
60th Ave - Improvements - Picadilly to E470	$5,000,000
Subtotal Permitted Projects if Capacity Exists after all Previous Projects funded	**$13,000,000**

TOTAL FULL CAPACITY SCOPE	**$152,637,500**

Projects Associated with Inclusion of Sun Empire-Porteos - or Fine	
56th Ave - 2 Lanes - 1 East, 1 West + med.- Jackson Gap (A.P.) to Powhaton	$10,700,000
56th - Streetlights - from Jackson Gap to Powhaton	$375,000
Subtotal Projects Associated with Inclusion of Sun Empire-Porteos - or Fine	**$11,075,000**

TOTAL FULL CAPACITY SCOPE W/ INCLUSION OF SUN EMPIRE-PORTEOS-OR FINE	**$163,712,500**

EXHIBIT B

Authority Legal Description and Boundary Map

SKYDANCE SUBDIVISION FILING NO. 1

A PARCEL OF LAND AS RECORDED AT SKYDANCE SUBDIVISION FILING NO. 1 RECEPTION NO. 2025000050654 OF THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND LOCATED IN SECTION 12, 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 SOUTHWEST CORNER OF SAID SECTION 12, THENCE ALONG THE WESTERLY LINE OF SAID SECTION 12, N00°13'34"W A DISTANCE OF 110.00 FEET; THENCE N89°38'55"E A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;
THENCE ALONG A LINE 30.00 FEET EASTERLY OF AND PARALLEL WITH THE WESTERLY LINE OF SAID SOUTHWEST QUARTER OF SECTION 12, N00°13'34"W A DISTANCE OF 2548.18 FEET TO A POINT ON THE NORTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12;
THENCE ALONG SAID NORTHERLY LINE, S89°25'33"E A DISTANCE OF 2599.87 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 12;
THENCE ALONG THE EASTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 12, N00°20'39"W A DISTANCE OF 75.41 FEET;
THENCE S89°24'52"E A DISTANCE OF 55.01 FEET;
THENCE ALONG A LINE 55.00 FEET EASTERLY OF AND PARALLEL WITH SAID EASTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 12, S00°20'39"E A DISTANCE OF 75.41 FEET TO A POINT ON THE NORTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12;
THENCE ALONG SAID NORTHERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 12, S89°24'52"E A DISTANCE OF 2.00 FEET;
THENCE ALONG A LINE 57.00 FEET EASTERLY OF AND PARALLEL WITH THE WESTERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 12, S00°20'21"E A DISTANCE OF 40.00 FEET TO THE NORTHEAST CORNER OF NORTH TIBET ROAD AS DEDICATED BY HIGH POINT SUBSTATION SUBDIVISION FILING NO. 1 RECORDED NOVEMBER 05, 2021 AT RECEPTION NO. 2021000130934 IN THE CLERK AND RECORDER'S OFFICE OF ADAMS COUNTY;
THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID NORTH TIBET ROAD, N89°24'52"W A DISTANCE OF 57.01 FEET TO THE NORTHWEST CORNER OF SAID NORTH TIBET ROAD AND A POINT ON THE EASTERLY LINE OF SAID SOUTHWEST QUARTER OF SECTION 12;
THENCE ALONG SAID EASTERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 12, S00°20'21"E A DISTANCE OF 2466.19 FEET;
THENCE ALONG A LINE 110.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF SAID SOUTHWEST QUARTER OF SECTION 12, S89°38'55"W A DISTANCE OF 64.00 FEET;
THENCE ALONG A LINE 64.00 FEET WESTERLY OF AND PARALLEL WITH SAID EASTERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 12, S00°20'21"E A DISTANCE OF 2.74 FEET TO A POINT OF CURVATURE;
THENCE 11.36 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 29.50 FEET, A CENTRAL ANGLE OF 22°03'56", AND A CHORD WHICH BEARS S10°41'36"W A DISTANCE OF 11.29 FEET TO A POINT OF REVERSE CURVATURE;
THENCE 10.49 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 30.50 FEET, A CENTRAL ANGLE OF 19°42'11", AND A CHORD WHICH BEARS S12°29'11"W A DISTANCE OF 10.44 FEET;
THENCE ALONG A LINE 86.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF SAID SOUTHWEST QUARTER OF SECTION 12, S89°38'55"W A DISTANCE OF 816.11 FEET TO A POINT OF CURVATURE;

THENCE 51.22 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 322.50 FEET, A CENTRAL ANGLE OF 09°06’02", AND A CHORD WHICH BEARS N85°48’04”W A DISTANCE OF 51.17 FEET TO A POINT OF REVERSE CURVATURE;
THENCE 62.34 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 392.50 FEET, A CENTRAL ANGLE OF 09°06’02", AND A CHORD WHICH BEARS N85°48’04”W A DISTANCE OF 62.28 FEET;
THENCE ALONG A LINE 95.00 FEET NORTHERLY OF AND PARALLEL WITH SAID SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 12, S89°38’55”W A DISTANCE OF 247.74 FEET TO A POINT OF CURVATURE;
THENCE 28.98 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 66°25’19", AND A CHORD WHICH BEARS N57°08’25”W A DISTANCE OF 27.39 FEET;
THENCE ALONG A LINE 110.00 FEET NORTHERLY OF AND PARALLEL WITH SAID SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 12, S89°38’55”W A DISTANCE OF 107.13 FEET;
THENCE 38.27 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 87°42’27", AND A CHORD WHICH BEARS S45°47’42”W A DISTANCE OF 34.64 FEET;
THENCE ALONG A LINE 86.00 FEET NORTHERLY OF AND PARALLEL WITH SAID SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 12, S89°38’55”W A DISTANCE OF 683.98 FEET TO A POINT OF CURVATURE;
THENCE 51.22 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 322.50 FEET, A CENTRAL ANGLE OF 09°06’02", AND A CHORD WHICH BEARS N85°48’04”W A DISTANCE OF 51.17 FEET TO A POINT OF REVERSE CURVATURE;
THENCE 62.34 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 392.50 FEET, A CENTRAL ANGLE OF 09°06’02", AND A CHORD WHICH BEARS N85°48’04”W A DISTANCE OF 62.28 FEET;
THENCE ALONG A LINE 95.00 FEET NORTHERLY OF AND PARALLEL WITH SAID SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 12, S89°38’55”W A DISTANCE OF 299.75 FEET TO A POINT OF CURVATURE;
THENCE 25.81 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 50.50 FEET, A CENTRAL ANGLE OF 29°16’55", AND A CHORD WHICH BEARS S75°00’27”W A DISTANCE OF 25.53 FEET TO A POINT OF REVERSE CURVATURE;
THENCE 25.30 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 49.50 FEET, A CENTRAL ANGLE OF 29°16’55", AND A CHORD WHICH BEARS S75°00’27”W A DISTANCE OF 25.02 FEET;
THENCE S89°38’54”W A DISTANCE OF 5.00 FEET;
THENCE N00°13’34”W A DISTANCE OF 4.19 FEET; THENCE 25.16 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 40.50 FEET, A CENTRAL ANGLE OF 35°35’41", AND A CHORD WHICH BEARS N18°01’24”W A DISTANCE OF 24.76 FEET;
THENCE ALONG A LINE 110.00 FEET NORTHERLY OF AND PARALLEL WITH SAID SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 12, S89°38’55”W A DISTANCE OF 45.90 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 152.272 ACRES OR 6,632,957 SQUARE FEET MORE OR LESS.

TOGETHER WITH:

HM METRO DISTRICT NO. 3

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND THE SOUTHEAST QUARTER SECTION 12, 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 7, THENCE N41°32'30"W A DISTANCE OF 109.89 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 56TH AVENUE ALSO BEING THE POINT OF BEGINNING;
THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING TWO (2) CONSECUTIVE COURSES:
1) S88°36'10"W A DISTANCE OF 2593.91 FEET TO A POINT ON THE WESTERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 7;
2) THENCE S89°19'39"W A DISTANCE OF 1470.71 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF E-470 RECORDED AT BOOK 4605 AT PAGE 943;
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING NINE (9) CONSECUTIVE COURSES:
1) N00°40’22"W A DISTANCE OF 26.01 FEET;
2) THENCE N88°02'16"W A DISTANCE OF 851.89 FEET;
3) THENCE N52°56'33"W A DISTANCE OF 75.65 FEET;
4) THENCE N00°37'26"W A DISTANCE OF 193.53 FEET TO A POINT OF CURVATURE;
5) THENCE 229.04 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1131.74 FEET, A CENTRAL ANGLE OF 11°35'43", AND A CHORD WHICH BEARS N06°25'18"W A DISTANCE OF 228.65 FEET;
6) THENCE N 12° 13' 09" W A DISTANCE OF 433.23 FEET TO A POINT OF CURVATURE;
7) THENCE 280.44 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2201.83 FEET, A CENTRAL ANGLE OF 07°17'51", AND A CHORD WHICH BEARS N08°34'14"W A DISTANCE OF 280.25 FEET;
8) THENCE N04°55'18" W A DISTANCE OF 395.07 FEET TO A POINT OF CURVATURE;
9) THENCE 836.52 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 4800.35 FEET, A CENTRAL ANGLE OF 09°59'04", AND A CHORD WHICH BEARS N09°54'47"W A DISTANCE OF 835.46 FEET;

THENCE ALONG A LINE 40 FEET SOUTHERLY AND PARALLEL WITH THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER SECTION 12, S89°24'52"E A DISTANCE OF 105.34 FEET;
THENCE ALONG A LINE 40 FEET SOUTHERLY AND PARALLEL WITH THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER SECTION 7;
THENCE N88°03'36"E A DISTANCE OF 2594.30 FEET TO A POINT ON THE EASTERLY LINE OF SAID SOUTHWEST QUARTER OF SECTION 7;
THENCE ALONG A LINE 40 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER SECTION 7;
THENCE N88°04'02"E A DISTANCE OF 1583.22 FEET TO A POINT ON THE NORTHWEST CORNER OF TRACT C, BOX ELDER SUBDIVISION FILING NO. 1 RECORDED FEBRUARY 10, 2022 AT RECEPTION NO. 2022000012967 IN THE CLERK AND RECORDER'S OFFICE OF ADAMS COUNTY;
THENCE ALONG THE WESTERLY LINE OF SAID TRACT C THE FOLLOWING SIX (6) CONSECUTIVE COURSES:
1) S01°58'31"E A DISTANCE OF 366.07 FEET;
2) THENCE S09°07'42"E A DISTANCE OF 276.33 FEET;
3) THENCE S17°56'16"E A DISTANCE OF 289.56 FEET;
4) THENCE S26°24'46"E A DISTANCE OF 191.27 FEET;
5) THENCE S36°57'39"E A DISTANCE OF 252.47 FEET;
6) THENCE S44°05'28"E A DISTANCE OF 925.69 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF HARVEST MILE ROAD;
THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF HARVEST MILE ROAD AND A LINE 72.00 FEET WESTERLY OF AND PARALLEL WITH SAID EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 7, S00°47'39"E A DISTANCE OF 546.24 TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 259.993 ACRES OR 11,325,315 SQUARE FEET MORE OR LESS.

TOGETHER WITH:

HM METRO DISTRICT NO. 4

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12, 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 SOUTH QUARTER CORNER OF SAID SECTION 12, THENCE ALONG THE WESTERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 12, N00°20'21"W A DISTANCE OF 84.00 TO THE SOUTHWEST CORNER OF NORTH TIBET ROAD RIGHT-OF-WAY AS DEDICATED BY HIGH POINT SUBSTATION SUBDIVISION FILING NO. 1 RECORDED NOVEMBER 05, 2021 AT RECEPTION NO. 2021000130934 IN THE CLERK AND RECORDER'S OFFICE OF ADAMS COUNTY AND A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 56TH AVENUE PER ORDINANCE 2020-62 RECORDED DECEMBER 22, 2022 AT RECEPTION NO. 2020000134743;
THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, N89°41’27”E A DISTANCE OF 57.00 FEET TO THE SOUTHEAST CORNER OF SAID NORTH TIBET ROAD RIGHT-OF-WAY SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF NORTH TIBET ROAD, N00°20’21”W A DISTANCE OF 1946.30 FEET TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 1, OF SAID HIGH POINT SUBSTATION SUBDIVISION FILING NO. 1;
THENCE ALONG THE SOUTHERLY AND EASTERLY LINES OF SAID LOT 1, BLOCK 1, THE FOLLOWING TWO (2) CONSECUTIVE COURSES:
1) S89°24’52”E A DISTANCE OF 939.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK 1;
2) N00°20’21”W A DISTANCE OF 585.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, BLOCK 1 AND A POINT ON THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER;
THENCE ALONG SAID NORTHERLY LINE, S89°24’52”E A DISTANCE OF 1139.18 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF E-470 RECORDED AT BOOK 4605 AT PAGE 943;
THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING NINE (9) CONSECUTIVE COURSES:
1) S18°19’15”E A DISTANCE OF 136.11 FEET;
2) THENCE 479.81 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 4546.24 FEET, A CENTRAL ANGLE OF 06°02’49", AND A CHORD WHICH BEARS S06°26’23”E A DISTANCE OF 479.58 FEET;
3) THENCE S03°24’58”E A DISTANCE OF 234.50 FEET TO A POINT OF CURVATURE;
4) THENCE 319.34 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1608.96 FEET, A CENTRAL ANGLE OF 11°22’18", AND A CHORD WHICH BEARS S02°16’11”W A DISTANCE OF 318.81 FEET;
5) THENCE S07°57’20”W A DISTANCE OF 844.17 FEET TO A POINT OF CURVATURE;
6) THENCE 288.37 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1999.86 FEET, A CENTRAL ANGLE OF 08°15’42", AND A CHORD WHICH BEARS S03°49’29”W A DISTANCE OF 288.12 FEET;
7) THENCE S00°18’22”E A DISTANCE OF 89.02 FEET;
8) THENCE S52°51’23”W A DISTANCE OF 98.42 FEET;
9) THENCE S86°53’13”W A DISTANCE OF 881.67 FEET TO THE NORTHEAST CORNER OF SAID ORDINANCE 2020-62;
THENCE ALONG THE EASTERLY AND SOUTHERLY LINES OF SAID ORDINANCE THE FOLLOWING TWO (2) CONSECUTIVE COURSES:
1) S00°18’33”E A DISTANCE OF 26.00 FEET;
2) THENCE S89°41’27”W A DISTANCE OF 1066.76 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 108.391 ACRES OR 4,721,513 SQUARE FEET MORE OR LESS.

TOGETHER WITH:

AURORA 310 – QUIT CLAIM DEED

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF SECTION 13, 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 NORTH QUARTER CORNER OF THE OF SAID SECTION 13, SAID POINT BEING THE POINT OF BEGINNING;
THENCE ALONG THE NORTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13, N89°41’27”E A DISTANCE OF 1123.09 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF E-470 RECORDED AT BOOK 4667 AT PAGE 306 IN THE CLERK AND RECORDER'S OFFICE OF ADAMS COUNTY;
THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) CONSECUTIVE COURSES:
1) S00°00’11”W A DISTANCE OF 100.00 FEET;
2) THENCE S86°50’01”E A DISTANCE OF 893.46 FEET;
3) THENCE S59°49’06”E A DISTANCE OF 90.03 FEET;
4) THENCE 132.32 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 908.51 FEET, A CENTRAL ANLGE OF 08°20’24” AND A CHORD WHICH BEARS S12°28’56”E A DISTANCE OF 132.21 FEET;
5) THENCE S16°39’16”E A DISTANCE OF 349.92 FEET TO A POINT OF CURVATURE;
6) THENCE 285.87 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1055.92 FEET, A CENTRAL ANGLE OF 15°30’43” AND A CHORD WHICH BEARS S08°53’55”E A DISTANCE OF 285.00 FEET;
7) THENCE S01°08’34”E A DISTANCE OF 1700.79 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 13;
THENCE ALONG SAID SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 13, S89°40’17”W A DISTANCE OF 2227.71 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF NORTH TIBET ROAD RECORDED NOVEMBER 16, 2023 AT RECEPTION NO. 2023000064344 IN THE CLERK AND RECORDER'S OFFICE OF ADAMS COUNTY;
THENCE ALONG SAID EASTERLY AND NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) CONSECUTIVE COURSES:
1) N00°08’02”W A DISTANCE OF 43.76 FEET;
2) THENCE 24.41 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 55°56’39” AND A CHORD WHICH BEARS N28°06’21”W A DISTANCE OF 23.45 FEET;
3) THENCE S89°51’58”W A DISTANCE OF 55.00 FEET TO A POINT ON THE WESTERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 13; THENCE ALONG SAID WESTERLY LINE, N00°08’02”W A DISTANCE OF 1219.99 FEET; S89°59’59”W A DISTANCE OF 2565.22 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF PICADILLY ROAD RECORDED AT RECEPTION NO. 20060417000386390 PETITION NO. 42 AT BOOK 1 AT PAGE 96;
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, N00°02’02”W A DISTANCE OF 1347.65 FEET TO A POINT ON THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13;
THENCE ALONG THE NORTHERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 13, N89°38’55”E A DISTANCE OF 2562.89 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 212.883 OR 9,273,204 SQUARE FEET MORE OR LESS.

TOGETHER WITH:

Green Valley Ranch East Metropolitan District No. 14
Initial Boundaries

EXHIBIT A
LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER;

THENCE ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, SOUTH 89°40’33” WEST, A DISTANCE OF 130.68 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00°19’27” WEST, A DISTANCE OF 60.00 FEET TO A LINE PARALLEL WITH AND DISTANT 60.00 FEET NORTH OF SAID SOUTH LINE AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID PARALLEL LINE, SOUTH 89°40'33" WEST, A DISTANCE OF 50.00 FEET;

THENCE DEPARTING SAID PARALLEL LINE, NORTH 00°19'27" WEST, A DISTANCE OF 20.00 FEET;

THENCE NORTH 89°40'33" EAST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 00°19'27" EAST, A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.023 ACRES, (1,000 SQUARE FEET), MORE OR LESS.

ILLUSTRATION 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

PAINTED PRAIRIE METRO DISTRICT NO. 4-1

A PARCEL OF LAND AS RECORDED AT PANTED PRAIRIE SUBDIVISION FILING NO. 6 RECEPTION NO. 2023000007774 OF THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND LOCATED IN 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 N89°55'04"E BETWEEN THE NORTHWEST CORNER OF SAID SECTION 11 AND THE NORTH QUARTER 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 NORTHWEST CORNER OF SECTION 11;
THENCE S21°02'39"E A DISTANCE OF 1314.41 FEET TO THE POINT OF BEGINNING;
THENCE S02°28'11"E A DISTANCE OF 65.00 FEET;
THENCE S08°40'20"E A DISTANCE OF 41.18 FEET;
THENCE S14°33'03"E A DISTANCE OF 59.46 FEET;
THENCE S21°16'32"E A DISTANCE OF 67.65 FEET;
THENCE S18°04'01"E A DISTANCE OF 50.48 FEET;
THENCE S11°52'29"E A DISTANCE OF 50.48 FEET;
THENCE S05°40'56"E A DISTANCE OF 50.48 FEET;
THENCE S00°30'36"W A DISTANCE OF 50.48 FEET;
THENCE S06°25'36"W A DISTANCE OF 45.98 FEET;
THENCE S11°32'35"W A DISTANCE OF 45.96 FEET;
THENCE S09°19'11"W A DISTANCE OF 63.81 FEET;
THENCE S04°23'18"W A DISTANCE OF 63.81 FEET;
THENCE S00°09'57"E A DISTANCE OF 54.05 FEET;
THENCE S04°43'23"E A DISTANCE OF 63.89 FEET;
THENCE S20°43'18"E A DISTANCE OF 62.42 FEET;
THENCE S24°01'17"E A DISTANCE OF 41.06 FEET;
THENCE S20°01'57"E A DISTANCE OF 41.06 FEET;
THENCE S20°48'50"E A DISTANCE OF 71.79 FEET;
THENCE S07°39'16"W A DISTANCE OF 49.36 FEET;
THENCE S16°01'23"W A DISTANCE OF 48.49 FEET;
THENCE S30°09'42"W A DISTANCE OF 48.49 FEET;
THENCE S44°18'02"W A DISTANCE OF 48.49 FEET;
THENCE S57°10'49"W A DISTANCE OF 39.89 FEET;
THENCE S62°59'26"W A DISTANCE OF 153.67 FEET;
THENCE S82°15'03"W A DISTANCE OF 45.63 FEET;

THENCE N85°24'52"W A DISTANCE OF 102.49 FEET;
THENCE N56°13'56"W A DISTANCE OF 52.94 FEET;
THENCE N42°13'11"W A DISTANCE OF 52.94 FEET;
THENCE N30°08'12"W A DISTANCE OF 38.41 FEET;
THENCE S89°43'57"W A DISTANCE OF 40.00 FEET;
THENCE N00°16'03"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 1636.91 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 89°57'19", A RADIUS OF 20.00 FEET, A CHORD BEARING S45°14'42"E A DISTANCE OF 28.27 FEET, AND AN ARC DISTANCE OF 31.40 FEET; (NEXT COURSE TANGENT WITH THE LAST DESCRIBED CURVE)
THENCE N89°46'39"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 156.33 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 47°01'37", A RADIUS OF 407.00 FEET, A CHORD BEARING S66°42'33"E A DISTANCE OF 324.76 FEET, AND AN ARC DISTANCE OF 334.06 FEET; (NEXT COURSE TANGENT WITH THE LAST DESCRIBED CURVE)
THENCE S43°11'44"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 57.02 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 17°15'07", A RADIUS OF 93.00 FEET, A CHORD BEARING S51°49'18"E A DISTANCE OF 27.90 FEET, AND AN ARC DISTANCE OF 28.00 FEET; (NEXT COURSE NON–TANGENT WITH THE LAST DESCRIBED CURVE)
THENCE S28°05'19"W A DISTANCE OF 130.63 FEET;
THENCE S20°23'23"W A DISTANCE OF 65.15 FEET;
THENCE S12°45'22"W A DISTANCE OF 65.50 FEET;
THENCE S05°07'43"W A DISTANCE OF 65.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 18.437 ACRES, MORE OR LESS.

TOGETHER WITH:

PAINTED PRAIRIE METRO DISTRICT NO. 4-2

A PARCEL OF LAND AS RECORDED AT PAINTED PRAIRIE SUBDIVISION FILING NO. 7 RECEPTION NO. 2023000055056 OF THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND LOCATED IN SECTION 11, 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 SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING N89°39'07"E BETWEEN THE WEST QUARTER CORNER OF SAID SECTION 11 AND THE CENTER QUARTER 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 WEST QUARTER CORNER OF SECTION 11;
THENCE S43°18'18"E A DISTANCE OF 50.56 FEET TO THE POINT OF BEGINNING;
THENCE N89°39'07"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 574.99 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 20.00 FEET, A CHORD BEARING S44°39'07"W A DISTANCE OF 28.28 FEET, AND AN ARC DISTANCE OF 31.42 FEET;
THENCE S00°20'53"E NON–TANGENT WITH THE LAST DESCRIBED CURVE AND TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 68.30 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 17°08'19", A RADIUS OF 236.00 FEET, A CHORD BEARING S08°55'02"E A DISTANCE OF 70.33 FEET, AND AN ARC DISTANCE OF 70.59 FEET;
THENCE S17°29'11"E TANGENT WITH THE LAST AND FOLLOWING DESCRIBED CURVES A DISTANCE OF 576.80 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 17°12'03", A RADIUS OF 264.00 FEET, A CHORD BEARING S08°53'10"E A DISTANCE OF 78.96 FEET, AND AN ARC DISTANCE OF 79.26 FEET;
THENCE S00°17'08"E TANGENT WITH THE LAST AND FOLLOWING DESCRIBED CURVES A DISTANCE OF 262.69 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 23°15'22", A RADIUS OF 76.00 FEET, A CHORD BEARING S11°54'49"E A DISTANCE OF 30.64 FEET, AND AN ARC DISTANCE OF 30.85 FEET;
THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 23°15'22", A RADIUS OF 84.00 FEET, A CHORD BEARING S11°54'49"E A DISTANCE OF 33.86 FEET, AND AN ARC DISTANCE OF 34.10 FEET;
THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 37°47'04", A RADIUS OF 62.00 FEET, A CHORD BEARING S18°36'24"W A DISTANCE OF 40.15 FEET, AND AN ARC DISTANCE OF 40.89 FEET;
THENCE S00°17'08"E NON–TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 599.23 FEET;
THENCE S89°42'52"W A DISTANCE OF 748.02 FEET;
THENCE N00°17'08"W A DISTANCE OF 1749.38 FEET TO THE POINT OF BEGINNING.

CONTAINING 28.138 ACRES, MORE OR LESS.
TOGETHER WITH:

PAINTED PRAIRIE METRO DISTRICT NO. 4-3

A PARCEL OF LAND BEING LOCATED IN 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 SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING N89°39'07"E BETWEEN THE WEST QUARTER CORNER OF SAID SECTION 11 AND THE CENTER QUARTER 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 WEST QUARTER CORNER OF SECTION 11;
THENCE S66°51'03"E A DISTANCE OF 1314.15 FEET TO THE POINT OF BEGINNING;
THENCE N49°26'01"W A DISTANCE OF 14.12 FEET;
THENCE N32°04'30"W A DISTANCE OF 97.03 FEET;
THENCE N00°15'41"E A DISTANCE OF 779.82 FEET;
THENCE N11°32'21"E A DISTANCE OF 235.94 FEET;
THENCE N41°13'08"W A DISTANCE OF 129.18 FEET;
THENCE N74°53'52"W A DISTANCE OF 174.77 FEET;
THENCE N15°03'18"E A DISTANCE OF 99.79 FEET;
THENCE N74°57'59"W A DISTANCE OF 109.64 FEET;
THENCE N14°37'58"E A DISTANCE OF 120.70 FEET;
THENCE N77°22'47"W NON–TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 25.76 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 61°19'01", A RADIUS OF 259.06 FEET, A CHORD BEARING N44°19'37"W A DISTANCE OF 264.20 FEET, AND AN ARC DISTANCE OF 277.24 FEET;
THENCE N01°43'48"W NON–TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 180.98 FEET;
THENCE N89°30'47"E NON–TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 62.00 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°29'13", A RADIUS OF 20.00 FEET, A CHORD BEARING N44°45'24"E A DISTANCE OF 28.40 FEET, AND AN ARC DISTANCE OF 31.59 FEET;
THENCE N90°00'00"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 23.63 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 30°43'30", A RADIUS OF 217.00 FEET, A CHORD BEARING S74°38'15"E A DISTANCE OF 114.98 FEET, AND AN ARC DISTANCE OF 116.37 FEET;
THENCE S59°16'29"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 156.78 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 15°41'29", A RADIUS OF 533.00 FEET, A CHORD BEARING S67°07'14"E A DISTANCE OF 145.52 FEET, AND AN ARC DISTANCE OF 145.97 FEET;
THENCE S74°57'59"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 155.74 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 15°22'54", A RADIUS

OF 2533.00 FEET, A CHORD BEARING S82°39'26"E A DISTANCE OF 677.97 FEET, AND AN ARC DISTANCE OF 680.01 FEET;
THENCE N89°39'07"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 234.61 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 92°47'42", A RADIUS OF 20.00 FEET, A CHORD BEARING S43°57'02"E A DISTANCE OF 28.97 FEET, AND AN ARC DISTANCE OF 32.39 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 02°56'02", A RADIUS OF 980.50 FEET, A CHORD BEARING S00°58'48"W A DISTANCE OF 50.20 FEET, AND AN ARC DISTANCE OF 50.21 FEET;
THENCE S00°29'13"E A DISTANCE OF 716.47 FEET; THENCE S04°16'37"W A DISTANCE OF 24.08 FEET;
THENCE S00°29'13"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 180.31 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°08'20", A RADIUS OF 20.00 FEET, A CHORD BEARING S44°34'57"W A DISTANCE OF 28.32 FEET, AND AN ARC DISTANCE OF 31.46 FEET;
THENCE S01°44'17"E NON–TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 96.03 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 89°51'40", A RADIUS OF 20.00 FEET, A CHORD BEARING S45°25'03"E A DISTANCE OF 28.25 FEET, AND AN ARC DISTANCE OF 31.37 FEET;
THENCE S00°29'13"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 656.18 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°08'12", A RADIUS OF 20.00 FEET, A CHORD BEARING S44°34'53"W A DISTANCE OF 28.32 FEET, AND AN ARC DISTANCE OF 31.46 FEET;
THENCE S00°35'54"E A DISTANCE OF 49.00 FEET;
THENCE S89°39'00"W A DISTANCE OF 1097.86 FEET;
THENCE N00°20'53"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 75.40 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 40°54'53", A RADIUS OF 296.00 FEET, A CHORD BEARING N20°06'33"E A DISTANCE OF 206.91 FEET, AND AN ARC DISTANCE OF 211.37 FEET TO THE POINT OF BEGINNING.

CONTAINING 52.088 ACRES, MORE OR LESS.

TOGETHER WITH:

PAINTED PRAIRIE METRO DISTRICT NO. 4-4

A PARCEL OF LAND AS RECORDED AT PAINTED PRAIRIE SUBDIVISION FILING NO. 8 RECEPTION NO. 2023000060239 OF THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND LOCATED IN 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 SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING N89°39'07"E BETWEEN THE CENTER QUARTER CORNER OF SAID SECTION 11 AND THE EAST QUARTER 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 CENTER QUARTER CORNER OF SECTION 11;
THENCE S51°57'47"E A DISTANCE OF 2163.82 FEET TO THE POINT OF BEGINNING;
THENCE S34°59'28"E NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 48.88 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 83°08'05", A RADIUS OF 20.00 FEET, A CHORD BEARING S83°19'28"E A DISTANCE OF 26.54 FEET, AND AN ARC DISTANCE OF 29.02 FEET;
THENCE N48°52'00"E NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 70.00 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 83°56'29", A RADIUS OF 20.00 FEET, A CHORD BEARING N00°13'02"E A DISTANCE OF 26.75 FEET, AND AN ARC DISTANCE OF 29.30 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 31°55'04", A RADIUS OF 469.00 FEET, A CHORD BEARING N26°13'33"E A DISTANCE OF 257.90 FEET, AND AN ARC DISTANCE OF 261.27 FEET;
THENCE S86°28'17"E NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 110.31 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 03°21'17", A RADIUS OF 425.00 FEET, A CHORD BEARING S05°12'20"W A DISTANCE OF 24.88 FEET, AND AN ARC DISTANCE OF 24.88 FEET;
THENCE N89°46'10"E A DISTANCE OF 558.48 FEET; THENCE S00°13'50"E A DISTANCE OF 554.44 FEET;
THENCE S89°46'10"W A DISTANCE OF 598.65 FEET;
THENCE S89°46'10"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 119.44 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 12°37'33", A RADIUS OF 600.00 FEET, A CHORD BEARING S83°27'23"W A DISTANCE OF 131.95 FEET, AND AN ARC DISTANCE OF 132.22 FEET;
THENCE S77°08'37"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 120.96 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 30°51'29", A RADIUS OF 1514.50 FEET, A CHORD BEARING N87°25'38"W A DISTANCE OF 805.85 FEET, AND AN ARC DISTANCE OF 815.67 FEET;
THENCE N73°48'33"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 355.73 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 16°32'19", A RADIUS OF 600.00 FEET, A CHORD BEARING N82°04'42"W A DISTANCE OF 172.59 FEET, AND AN ARC DISTANCE OF 173.19 FEET;
THENCE S89°38'00"W A DISTANCE OF 614.24 FEET;
THENCE N00°29'13"W A DISTANCE OF 476.37 FEET;
THENCE N89°40'37"E NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 83.23 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 99°48'44", A RADIUS OF 15.00 FEET, A CHORD BEARING S40°26'56"E A DISTANCE OF 22.95 FEET, AND AN ARC DISTANCE OF 26.13 FEET;
THENCE S82°54'52"E A DISTANCE OF 329.26 FEET;
THENCE S73°48'33"E A DISTANCE OF 582.60 FEET;
THENCE S70°24'27"E A DISTANCE OF 85.98 FEET;
THENCE S73°48'33"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 207.15 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 22°38'35", A RADIUS OF 1200.00 FEET, A CHORD BEARING S85°07'51"E A DISTANCE OF 471.16 FEET, AND AN ARC DISTANCE OF 474.24 FEET;
THENCE N83°32'51"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 86.95 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 28°26'49", A RADIUS OF 420.00 FEET, A CHORD BEARING N69°19'27"E A DISTANCE OF 206.39 FEET, AND AN ARC DISTANCE OF 208.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 26.988 ACRES, MORE OR LESS.

TOGETHER WITH:

PAINTED PRAIRIE METRO DISTRICT NO. 5

A PARCEL OF LAND AS RECORDED AT PAINTED PRAIRIE SUBDIVISION FILING NO. 5 RECEPTION NO. 2022000067624 OF THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND LOCATED IN 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 SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING N89°39'07"W BETWEEN THE CENTER QUARTER CORNER OF SAID SECTION 11 AND THE WEST QUARTER 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 CENTER QUARTER CORNER OF SECTION 11;
THENCE S16°07'00"W A DISTANCE OF 1113.15 FEET TO THE POINT OF BEGINNING;
THENCE S00°29'13"E A DISTANCE OF 476.37 FEET;
THENCE N89°38'00"E NON–TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 614.24 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 16°32'19", A RADIUS OF 600.00 FEET, A CHORD BEARING S82°04'42"E A DISTANCE OF 172.59 FEET, AND AN ARC DISTANCE OF 173.19 FEET;
THENCE S73°48'33"E NON–TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 355.73 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 30°51'29", A RADIUS OF 1514.50 FEET, A CHORD BEARING S87°25'38"E A DISTANCE OF 805.85 FEET, AND AN ARC DISTANCE OF 815.67 FEET;
THENCE N77°08'37"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 120.96 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 12°37'33", A RADIUS OF 600.00 FEET, A CHORD BEARING N83°27'23"E A DISTANCE OF 131.95 FEET, AND AN ARC DISTANCE OF 132.22 FEET;
THENCE N89°46'10"E A DISTANCE OF 125.67 FEET;
THENCE S00°29'13"E A DISTANCE OF 915.96 FEET;
THENCE S89°43'32"W NON–TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 1332.81 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 03°14'33", A RADIUS OF 8867.02 FEET, A CHORD BEARING N88°12'44"W A DISTANCE OF 501.73 FEET, AND AN ARC DISTANCE OF 501.79 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 01°47'24", A RADIUS OF 11639.21 FEET, A CHORD BEARING N88°43'04"W A DISTANCE OF 363.61 FEET, AND AN ARC DISTANCE OF 363.62 FEET;
THENCE S89°43'55"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 142.62 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 02°34'09", A RADIUS OF 10116.00 FEET, A CHORD BEARING S88°26'50"W A DISTANCE OF 453.57 FEET, AND AN ARC DISTANCE OF 453.60 FEET;
THENCE S87°09'46"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 171.87 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 02°34'09", A RADIUS OF 9984.00 FEET, A CHORD BEARING S88°26'50"W A DISTANCE OF 447.66 FEET, AND AN ARC DISTANCE OF 447.70 FEET;
THENCE S89°43'55"W A DISTANCE OF 1082.10 FEET;
THENCE N00°16'05"W A DISTANCE OF 170.33 FEET;
THENCE N19°31'16"E A DISTANCE OF 132.53 FEET;
THENCE N89°43'55"E A DISTANCE OF 11.00 FEET;
THENCE N00°16'05"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 112.09 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 19°45'00", A RADIUS OF 76.00 FEET, A CHORD BEARING N10°08’35'W A DISTANCE OF 26.07 FEET, AND AN ARC DISTANCE OF 26.20 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 129°29'59", A RADIUS OF 60.00 FEET, A CHORD BEARING N44°43'55"E A DISTANCE OF 108.53 FEET, AND AN ARC DISTANCE OF 135.61 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 19°45'00", A RADIUS OF 76.00 FEET, A CHORD BEARING S80°23'35"E A DISTANCE OF 26.07 FEET, AND AN ARC DISTANCE OF 26.20 FEET;
THENCE N89°43'55"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 405.04 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 27°04'26", A RADIUS OF 169.00 FEET, A CHORD BEARING S76°43'52"E A DISTANCE OF 79.12 FEET, AND AN ARC DISTANCE OF 79.86 FEET;
THENCE S63°11'39"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 9.52 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 15.00 FEET, A CHORD BEARING N71°48'21"E A DISTANCE OF 21.21 FEET, AND AN ARC DISTANCE OF 23.56 FEET;
THENCE N26°48'21"E A DISTANCE OF 292.36 FEET;
THENCE N26°47'27"E NON–TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 86.59 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 26°57'23", A RADIUS OF 1278.83 FEET, A CHORD BEARING N12°59'22"E A DISTANCE OF 596.13 FEET, AND AN ARC DISTANCE OF 601.66 FEET;
THENCE N00°29'13"W A DISTANCE OF 106.28 FEET;
THENCE N89°30'47"E A DISTANCE OF 54.00 FEET;
THENCE S00°29'13"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 6.00 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 15.00 FEET, A CHORD BEARING S45°29'13"E A DISTANCE OF 21.21 FEET, AND AN ARC DISTANCE OF 23.56 FEET;
THENCE N89°30'47"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 1038.63 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 20.00 FEET, A CHORD BEARING N44°30'47"E A DISTANCE OF 28.28 FEET, AND AN ARC DISTANCE OF 31.42 FEET;
THENCE N89°40'37"E A DISTANCE OF 83.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 104.037 ACRES, MORE OR LESS.

TOGETHER WITH:

PAINTED PRAIRIE METRO DISTRICT NO. 6

A PARCEL OF LAND AS RECORDED AT PAINTED PRAIRIE SUBDIVISION FILING NO. 5 RECEPTION NO. 2022000067624 OF THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND LOCATED IN 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 SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING S89°43'32"W BETWEEN THE SOUTHEAST CORNER OF SAID SECTION 11 AND THE SOUTH QUARTER 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 SOUTHEAST CORNER OF SECTION 11;
THENCE N45°43'56"W A DISTANCE OF 101.20 FEET TO THE POINT OF BEGINNING;
THENCE S89°43'32"W A DISTANCE OF 588.32 FEET;
THENCE N00°29'13"W A DISTANCE OF 915.96 FEET;
THENCE N89°46'10"E A DISTANCE OF 592.41 FEET;
THENCE S00°13'50"E A DISTANCE OF 915.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.411 ACRES, MORE OR LESS.

TOGETHER WITH:

PAINTED PRAIRIE METRO DISTRICT NO. 7

TWO PARCELS OF LAND AS RECORDED AT PAINTED PRAIRIE TOWN CENTER SUBDIVISION FILING NO. 1 RECEPTION NO. 2022000017283 OF THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND LOCATED IN 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.

PARCEL 1

COMMENCING AT SAID NORTH QUARTER CORNER OF SECTION 11;
THENCE S77°54'59"W A DISTANCE OF 259.69 FEET TO THE POINT OF BEGINNING;
THENCE S00°29'13"E A DISTANCE OF 329.04 FEET;
THENCE S89°55'13"E A DISTANCE OF 535.51 FEET;
THENCE S00°29'13"E A DISTANCE OF 310.01 FEET;
THENCE S89°55'13"E A DISTANCE OF 420.51 FEET;
THENCE S00°29'13"E A DISTANCE OF 274.01 FEET;
THENCE S89°55'13"E A DISTANCE OF 7.50 FEET;
THENCE S00°29'13"E A DISTANCE OF 178.00 FEET;
THENCE S89°55'43"E A DISTANCE OF 222.01 FEET;
THENCE S00°29'13"E A DISTANCE OF 79.86 FEET;
THENCE S89°30'47"E A DISTANCE OF 139.64 FEET;
THENCE N00°29'13"E A DISTANCE OF 135.14 FEET;
THENCE N89°55'13"W A DISTANCE OF 132.14 FEET;
THENCE N00°29'13"W A DISTANCE OF 238.01 FEET;
THENCE S89°55'13"W A DISTANCE OF 601.25 FEET;
THENCE N10°23'04"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 58.28 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 32°30'57", A RADIUS OF 529.00 FEET, A CHORD BEARING N05°43'24"E A DISTANCE OF 296.20 FEET, AND AN ARC DISTANCE OF 300.21 FEET;
THENCE N21°58'53"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 71.41 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 22°28'05", A RADIUS OF 271.00 FEET, A CHORD BEARING N10°44'50"E A DISTANCE OF 105.59 FEET, AND AN ARC DISTANCE OF 106.27 FEET;
THENCE N00°27'54"W NON–TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 92.09 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 86°54'18", A RADIUS OF 25.00 FEET, A CHORD BEARING N43°30'31"W A DISTANCE OF 34.39 FEET, AND AN ARC DISTANCE OF 37.92 FEET;
THENCE N89°55'04"E A DISTANCE OF 1747.97 FEET TO THE POINT OF BEGINNING.

CONTAINING 25.008 ACRES, MORE OR LESS.

PARCEL 2

COMMENCING AT SAID NORTH QUARTER CORNER OF SECTION 11;
THENCE S36°59'00"W A DISTANCE OF 1166.76 FEET TO THE POINT OF BEGINNING;
THENCE S00°04'47"E A DISTANCE OF 135.00 FEET;
THENCE S89°55'13"W A DISTANCE OF 83.14 FEET;
THENCE N00°29'13"W A DISTANCE OF 135.00 FEET;
THENCE N89°55'13"E A DISTANCE OF 84.10 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.259 ACRES, MORE OR LESS.

TOGETHER WITH:

PAINTED PRAIRIE METRO DISTRICT NO. 8

TWO PARCELS OF LAND AS RECORDED AT PAINTED PRAIRIE TOWN CENTER SUBDIVISION FILING NO. 1 RECEPTION NO. 2022000017283 OF THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND LOCATED IN 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.

PARCEL 1

COMMENCING AT SAID NORTH QUARTER CORNER OF SECTION 11;
THENCE S65°33'41"W A DISTANCE OF 2200.05 FEET TO THE POINT OF BEGINNING;
THENCE N10°32'04"W A DISTANCE OF 217.99 FEET;
THENCE S89°55'13"E A DISTANCE OF 457.75 FEET;
THENCE S00°29'13"E A DISTANCE OF 238.01 FEET;
THENCE S89°55'13"E A DISTANCE OF 11.36 FEET;
THENCE S00°29'13"E A DISTANCE OF 278.01 FEET;
THENCE S89°55'13"E A DISTANCE OF 83.75 FEET;
THENCE S00°04'47"E NON–TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 243.55 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 13°55'59", A RADIUS OF 533.00 FEET, A CHORD BEARING N66°14'29"W A DISTANCE OF 129.29 FEET, AND AN ARC DISTANCE OF 129.61 FEET;
THENCE N59°16'29"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 156.78 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 30°43'30", A RADIUS OF 217.00 FEET, A CHORD BEARING N74°38'15"W A DISTANCE OF 114.98 FEET, AND AN ARC DISTANCE OF 116.37 FEET;
THENCE N90°00'00"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 23.63 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°29'13", A RADIUS OF 20.00 FEET, A CHORD BEARING S44°45'24"W A DISTANCE OF 28.40 FEET, AND AN ARC DISTANCE OF 31.59 FEET;
THENCE S89°30'47"W A DISTANCE OF 62.00 FEET;
THENCE N00°29'13"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 109.19 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 10°02'51", A RADIUS OF 471.00 FEET, A CHORD BEARING N05°30'38"W A DISTANCE OF 82.49 FEET, AND AN ARC DISTANCE OF 82.60 FEET;
THENCE N10°32'04"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 100.94 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 79°32'43", A RADIUS OF 20.00 FEET, A CHORD BEARING N50°18'25"W A DISTANCE OF 25.59 FEET, AND AN ARC DISTANCE OF 27.77 FEET;

THENCE S89°55'13"W A DISTANCE OF 20.67 FEET;
THENCE N00°04'47"W NON–TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 72.00 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 100°27'17", A RADIUS OF 20.00 FEET, A CHORD BEARING N39°41'35"E A DISTANCE OF 30.74 FEET, AND AN ARC DISTANCE OF 35.07 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.536 ACRES, MORE OR LESS.

PARCEL 2

COMMENCING AT SAID NORTH QUARTER CORNER OF SECTION 11;
THENCE S33°13'38"W A DISTANCE OF 458.33 FEET TO THE POINT OF BEGINNING;
THENCE S00°29'13"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 220.86 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°24'26", A RADIUS OF 20.00 FEET, A CHORD BEARING S44°43'00"W A DISTANCE OF 28.38 FEET, AND AN ARC DISTANCE OF 31.56 FEET;
THENCE S00°44'01"E NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 66.00 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 89°35'34", A RADIUS OF 20.00 FEET, A CHORD BEARING S45°17'00"E A DISTANCE OF 28.18 FEET, AND AN ARC DISTANCE OF 31.27 FEET;
THENCE S00°29'13"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 204.72 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 01°03'28", A RADIUS OF 889.50 FEET, A CHORD BEARING S00°02'32"W A DISTANCE OF 16.42 FEET, AND AN ARC DISTANCE OF 16.42 FEET;
THENCE S89°55'13"W A DISTANCE OF 535.36 FEET;
THENCE N00°29'13"W A DISTANCE OF 548.01 FEET;
THENCE N89°55'13"E A DISTANCE OF 535.51 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.703 ACRES, MORE OR LESS.

TOGETHER WITH:

PAINTED PRAIRIE METRO DISTRICT NO. 10

TWO PARCELS OF LAND AS RECORDED AT PAINTED PRAIRIE TOWN CENTER SUBDIVISION FILING NO. 1 RECEPTION NO. 2022000017283 OF THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE AND LOCATED IN 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.

PARCEL 1

COMMENCING AT SAID NORTH QUARTER CORNER OF SECTION 11;
THENCE S52°20'17"W A DISTANCE OF 1982.36 FEET TO THE POINT OF BEGINNING;
THENCE N00°29'13"W A DISTANCE OF 142.87 FEET;
THENCE N89°30'47"E A DISTANCE OF 139.64 FEET;
THENCE S00°29'13"E A DISTANCE OF 79.86 FEET;
THENCE N89°55'13"E A DISTANCE OF 222.01 FEET;
THENCE N00°29'13"W A DISTANCE OF 178.00 FEET;
THENCE N89°55'13"E A DISTANCE OF 7.50 FEET;
THENCE N00°29'13"W A DISTANCE OF 273.81 FEET;
THENCE N89°55'13"E A DISTANCE OF 420.51 FEET;
THENCE S00°29'13"E A DISTANCE OF 237.81 FEET;
THENCE S89°55'13"W A DISTANCE OF 4.00 FEET;
THENCE S00°29'13"E A DISTANCE OF 135.00 FEET;
THENCE N89°55'13"E A DISTANCE OF 83.14 FEET;
THENCE S00°04'47"W A DISTANCE OF 135.00 FEET;
THENCE N89°55'13"E NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 455.26 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 22°14'20", A RADIUS OF 889.50 FEET, A CHORD BEARING S11°41'26"W A DISTANCE OF 343.09 FEET, AND AN ARC DISTANCE OF 345.25 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 20°21'47", A RADIUS OF 980.50 FEET, A CHORD BEARING S12°37'42"W A DISTANCE OF 346.64 FEET, AND AN ARC DISTANCE OF 348.47 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 92°47'42", A RADIUS OF 20.00 FEET, A CHORD BEARING N43°57'02"W A DISTANCE OF 28.97 FEET, AND AN ARC DISTANCE OF 32.39 FEET;
THENCE S89°37'07"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 234.61 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 15°22'54", A RADIUS OF 2533.00 FEET, A CHORD BEARING N82°39'26"W A DISTANCE OF 677.97 FEET, AND AN ARC DISTANCE OF 680.01 FEET;

THENCE N74°57'59"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 155.74 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 01°45'30", A RADIUS OF 533.00 FEET, A CHORD BEARING N74°05'13"W A DISTANCE OF 16.36 FEET, AND AN ARC DISTANCE OF 16.36 FEET;
THENCE N00°04'47"W A DISTANCE OF 243.55 FEET;
THENCE S89°55'13"W A DISTANCE OF 83.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 17.765 ACRES, MORE OR LESS.

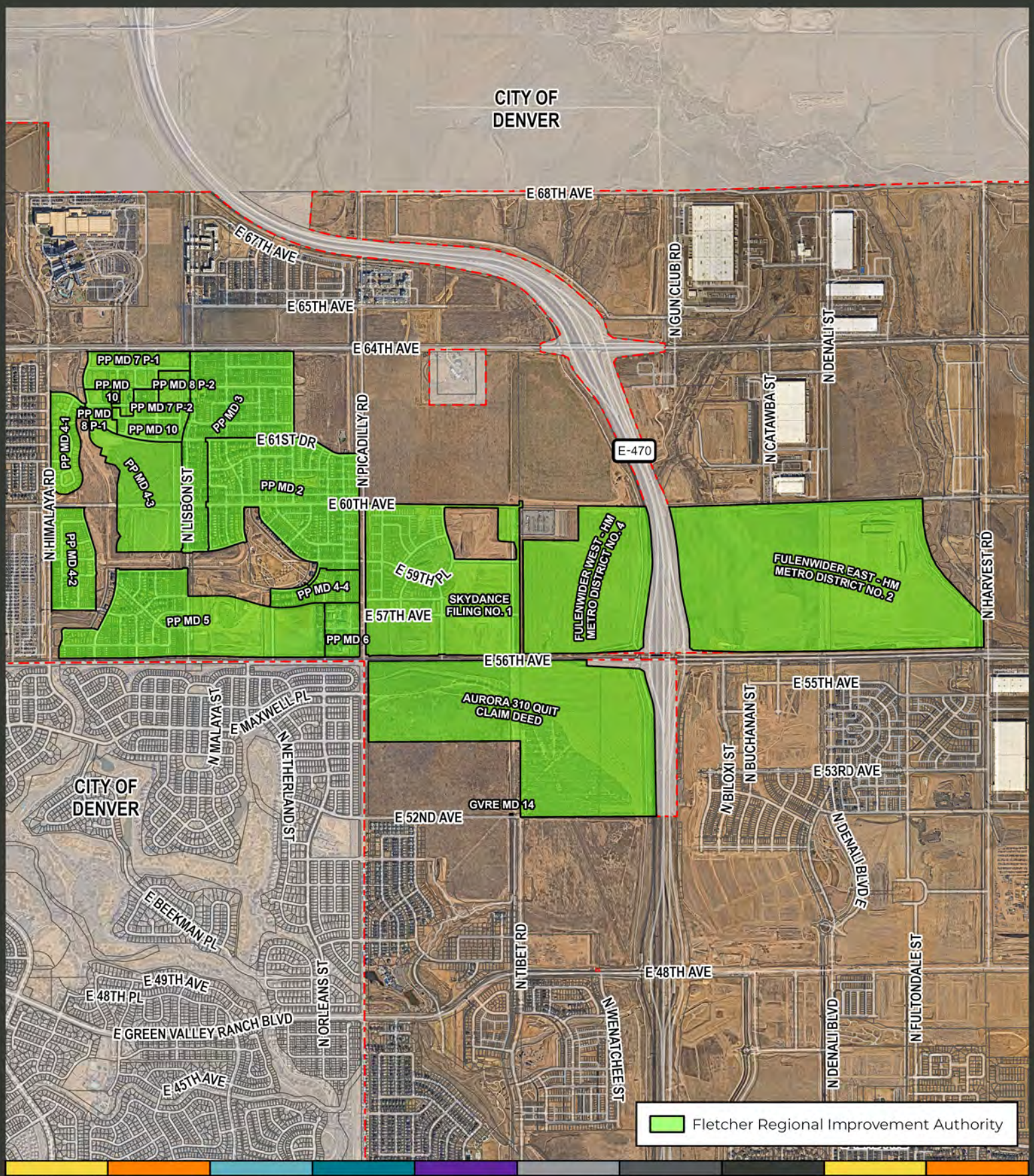
PARCEL 2

COMMENCING AT SAID NORTH QUARTER CORNER OF SECTION 11;
THENCE S59°28'45"W A DISTANCE OF 1837.64 FEET TO THE POINT OF BEGINNING;
THENCE N00°29'13"W A DISTANCE OF 238.01 FEET;
THENCE N89°55'13"E A DISTANCE OF 143.50 FEET;
THENCE S00°29'13"E A DISTANCE OF 238.01 FEET;
THENCE S89°55'13"W A DISTANCE OF 143.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.784 ACRES, MORE OR LESS.

RYAN R. BRYSON, PLS
COLORADO PLS 38538
FOR AND ON BEHALF OF
MARTIN/MARTIN, INC.
12499 WEST COLFAX AVENUE
LAKEWOOD, COLORADO 80215





City of Aurora, Colorado

Aerial photography captured: 2/8/26

Planning and IT

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

Fletcher Regional Improvement Authority

Miles 0 0.15 0.3

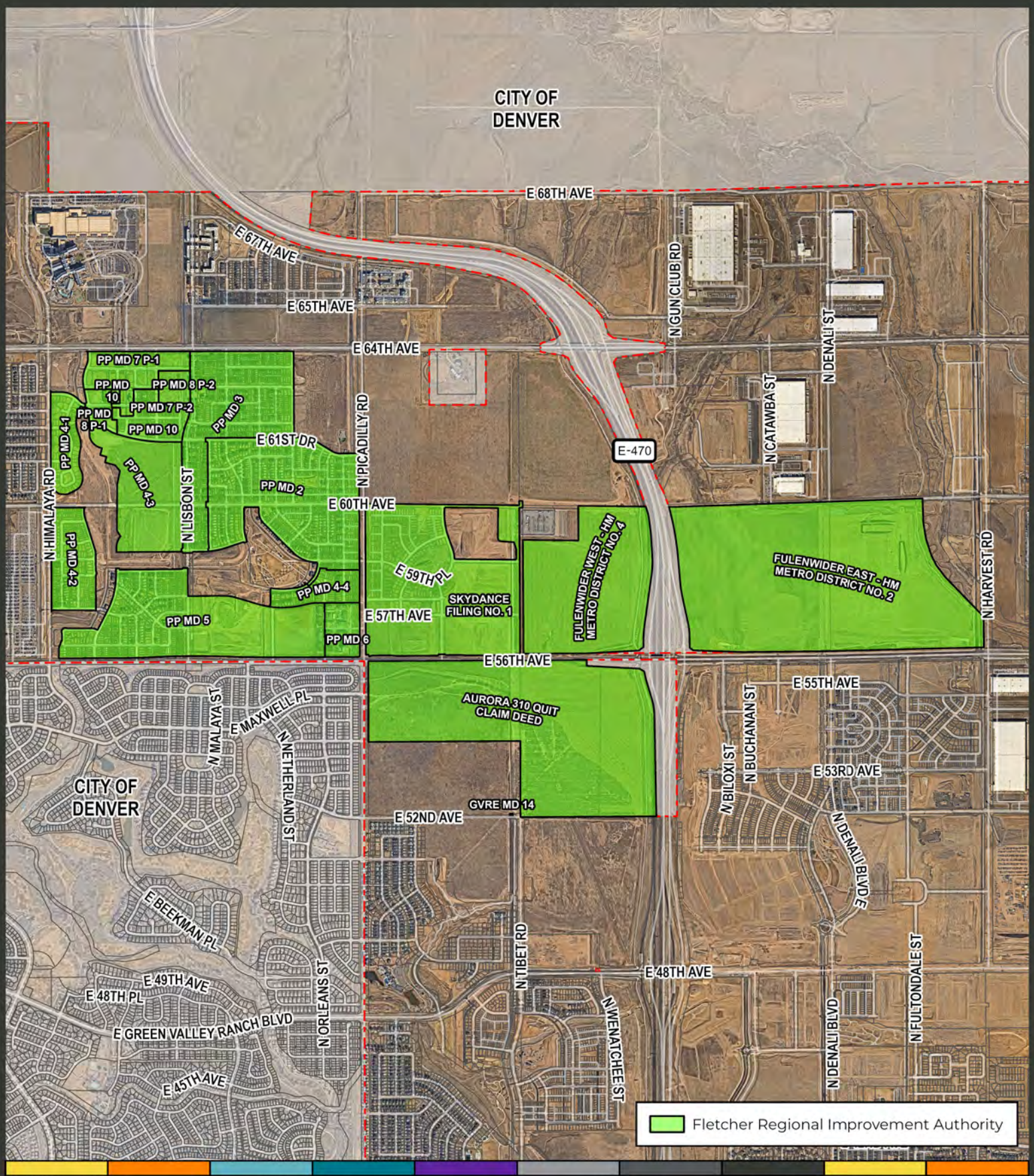
A representative map with best available data as of 2/8/26

3/13/2026 C:\Users\wkeever\Documents\ArcGIS\Projects\FRIA\2804_MDs.aprx

EXHIBIT C

Initial Operating Costs

$5,000 Initial Contribution Per Party (16 X $5K = $80K)



Planning and IT

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

Miles 0 0.15 0.3

City of Aurora, Colorado

Aerial photography captured: 2/8/26

Fletcher Regional Improvement Authority

A representative map with best available data as of 2/6/26

3/13/2026 C:\Users\wkeever\Documents\ArcGIS\Projects\FRIA\2804_MDs.aprx

CITY OF AURORA
Council Agenda Commentary

Item Title: Fletcher Regional Improvement Authority Impact Fee Intergovernmental Agreement (IGA) (Resolution)
Item Initiator: Michael Kerrigan, Special District Administrator, Development Services
Staff Source/Legal Source: Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Economically Strong: Building a conducive development climate, a diverse mix of industries and housing options, and fostering economic growth so that our community thrives and remains resilient.

COUNCIL MEETING DATES:

Study Session: 3/23/2026

Regular Meeting: 4/6/2026

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

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

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item as Proposed at Policy Committee

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as Proposed at Study Session

☐ Information Only

☐ Approve Item as Proposed at Regular Meeting

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 2/26/2026

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☐ Minutes Attached

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

Subject to Chapter 146, Article 5, Section 5.3, the City has established a set of Capital Impact Fees for development and redevelopment of residential land. A portion of these Capital Impact Fees are attributable to Transportation uses. The City collects these Transportation Capital Impact Fees at the issuance of a building permit upon all residential construction throughout the City. The Public Works Transportation Capital Impact Fee for 2026 is based upon the developed property being a single family detached unit ($971), a single family attached unit ($823), or a multi-family dwelling unit ($686).

Staff has been coordinating with a team of developers, metro districts, attorneys, and financial consultants discussing possible alternatives for the financing of transportation infrastructure in the areas along E. 56th Ave. There is an increasing need for larger regional infrastructure improvements as development continues to occur within the City. Currently, there are limited funding opportunities available to provide these larger improvements to meet the City's increasing transportation needs.

Concurrent with consideration of this intergovernmental agreement the City and 16 Metropolitan Districts are proposing to form the Fletcher Regional Improvement Authority ("FRIA") by approval of an establishment agreement. FRIA is being created to plan, design, construct, install, acquire, relocate, redevelop, and finance Regional Improvements designated in an ARI Master Plan. FRIA will use funds received from IGAs and ARI Mill Levy revenue from its member districts to fund regional transportation infrastructure projects.

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

This is a request for approval and authorization to execute an intergovernmental agreement ("IGA") with the Fletcher Regional Improvement Authority ("FRIA") regarding the transfer of Transportation Impact Fee revenues.

This IGA will require the City to transfer the City's collected Impact Fees from property owners developing within the boundaries of FRIA. The City will make these transfers starting from the execution date of the IGA until final termination and dissolution of FRIA. FRIA may use the City's contributed Impact Fees for any lawful purposes of FRIA including the planning, design, construction, installation, acquisition, relocation, redevelopment, and financing of FRIA costs.

FRIA intends to use the City's contributed Impact Fees as a pledge for repayment of FRIA issued revenue bonds. This IGA is not a multi-year fiscal obligation of the City and the contributed Impact Fees are subject to annual appropriation. Based upon current FRIA bond estimates, the Impact Fee revenues are estimated to generate approximately $1.7 million over the next four years as FRIA member metropolitan districts build-out and residential units are constructed.

Additionally the IGA contemplates a City One-Time Contribution of $1.8 million that will be used only towards the construction costs of the 56th Ave. Regional Improvements. The City's One-Time Contribution will be funded from the Northeast Transportation Capital Improvement Org.

Concurrently with this IGA, Council is being asked to consider an establishment agreement creating FRIA and various service plan amendments for FRIA member metropolitan districts.

FISCAL IMPACT

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

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

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

N/A

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

$1,800,000 from the NE Transportation Capital Impact Fee ORG# 49405.

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

N/A

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

N/A

QUESTIONS FOR COUNCIL

Does the Council support approval of the resolution and wish to forward this item to the City Council Meeting as proposed?

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) (Rulla)

RESOLUTION NO. R2026- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT REGARDING TRANSFER OF TRANSPORTATION IMPACT FEE REVENUES

WHEREAS, the City of Aurora, Colorado (the "City") is a home-rule municipal corporation and political subdivision of the State of Colorado created pursuant to Article XX of the Constitution of the State of Colorado; and

WHEREAS, the Fletcher Regional Improvement Authority ("FRIA" or the "Authority") was organized in accordance with and pursuant the Fletcher Regional Improvement Authority Establishing Agreement (the "Establishing Agreement"), for the general purposes of planning, designing, constructing, installing, acquiring, relocating, redeveloping and financing Regional Improvements, as such term is defined in the Establishing Agreement; and

WHEREAS, the City currently imposes transportation capital impact fees on development within the City pursuant to the City's charter, municipal code, and relevant ordinances, as the same may be amended from time to time (the "Transportation Impact Fee"); and

WHEREAS, the City has determined to utilize the revenues derived from the Transportation Impact Fee from properties within the boundaries of the Authority to support FRIA and the Regional Improvements consistent with the Establishing Agreement; 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 the Intergovernmental Agreement Regarding Transfer of Impact Fee Revenues (the "Agreement"); and

WHEREAS, pursuant to § 29-1-203, C.R.S., as amended, governments may cooperate or contract with each other to provide any function, service or facility lawfully authorized to each, and any such contract may provide for the sharing of costs, the imposition of taxes, and the incurring of debt; and

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

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

Section 1. The Intergovernmental Agreement Regarding Transfer of Impact Fee Revenues between the City and the Authority 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.

RESOLVED AND PASSED this _____ day of _____ 2026.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: _____ RLA
BRIAN J. RULLA, Sr. Assistant City Attorney

INTERGOVERNMENTAL AGREEMENT REGARDING TRANSFER OF TRANSPORTATION IMPACT FEE REVENUES

This INTERGOVERNMENTAL AGREEMENT REGARDING TRANSFER OF TRANSPORTATION IMPACT FEE REVENUES (this "**Agreement**") is made and entered into effective as of the last date it is executed (the "**Effective Date**"), by and among the **CITY OF AURORA, COLORADO**, a home rule municipal corporation (the "**City**"), and the **FLETCHER REGIONAL IMPROVEMENT AUTHORITY**, a quasi-municipal corporation and political subdivision of the State of Colorado ("**FRIA**"). The City and FRIA are referred to collectively herein as the "**Parties**" and individually as a "**Party**."

RECITALS

A. The Parties, as Colorado governmental entities, are constitutionally and statutorily empowered pursuant to Colo. Const., Article XIV, §18, and Sections 29-1-201, *et seq.*, C.R.S., to cooperate or contract via intergovernmental agreement with one another to provide functions, services, or facilities authorized to each cooperating government.

B. FRIA was organized in accordance with and pursuant to that certain Fletcher Regional Improvement Authority Establishing Agreement entered dated _____, 20__ (the "**Establishing Agreement**"), for the general purposes of planning, designing, constructing, installing, acquiring, relocating, redeveloping and financing Regional Improvements, as such term is defined in the Establishing Agreement.

C. Pursuant to the Establishing Agreement, FRIA's membership currently consists of the City and sixteen (16) member metropolitan districts (such member metropolitan districts are referred to herein as the "**FRIA Member Districts**").

D. The City currently imposes transportation capital impact fees on development within the City pursuant to the City's charter, municipal code, and relevant ordinances, as the same may be amended from time to time (the "**Transportation Impact Fee**").

E. The City has determined to utilize the revenues derived from the Transportation Impact Fee from properties within the boundaries of the FRIA Member Districts (the boundaries of which FRIA Member Districts as of the date of this Agreement are depicted on **Exhibit A** attached hereto and incorporated herein) to support FRIA and the Regional Improvements consistent with the Establishing Agreement and as further set forth herein.

F. The Parties desire to enter into this Agreement in order to set forth their mutual understanding regarding the process by which the City will collect and transfer to FRIA the revenues derived from the Transportation Impact Fee from properties within the boundaries of the FRIA Member Districts, together with such other matters, all as further set forth herein.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the foregoing recitals which are incorporated herein as though fully set forth below, the Parties agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated as though fully set forth herein.

2. Collection and Transfer of Impact Fees.

2.1 The City agrees that it will, consistent with applicable City code and all other applicable ordinances, laws and regulations, and subject to annual budget and appropriations, commencing on the Effective Date through the term of this Agreement, collect all revenues derived from the Transportation Impact Fee from properties within the boundaries of the FRIA Member Districts and transfer such revenues to FRIA within sixty (60) days of the City's receipt of the same (the "**Transportation Impact Fee Revenues**"). The Transportation Impact Fee Revenues shall be transferred to FRIA without the imposition of any costs, fees or other set off by the City.

2.2 In the event additional metropolitan districts become members of FRIA as parties to the Establishing Agreement, consistent with the provisions of the Establishing Agreement, after the Effective Date, the Parties agree that, upon becoming members of FRIA, all such metropolitan districts shall be considered FRIA Member Districts and all revenues thereafter derived from the Transportation Impact Fee from properties within such districts shall be considered Transportation Impact Fee Revenues pursuant to this Agreement. Upon the addition of new FRIA Member Districts consistent with this paragraph, the map attached hereto as Exhibit A shall be updated and appended to this Agreement to reflect the then-current boundaries of the FRIA Member Districts without the need for a formal amendment to this Agreement.

2.3 Contingent upon civil plan approval for regional improvements to 56th Avenue within the FRIA boundaries (as more fully described on **Exhibit B** attached hereto and incorporated herein, the "**56th Avenue Regional Improvements**"), and subject to annual appropriations, the City shall provide a one-time contribution to FRIA not to exceed **$1,820,000** to be used toward to costs of constructing the 56th Avenue Regional Improvements (the **"City One-Time Contribution"**). The City One-Time Contribution shall be transferred to FRIA within 30 days of the City's receipt of an invoice from FRIA following the foregoing civil plan approval, which invoice shall include reasonably sufficient supporting detail to document the required civil plan approval.

2.4 As of the date of this Agreement, the Parties acknowledge that the FRIA Member Districts includes the following metropolitan districts:

Green Valley Ranch East Metropolitan District No. 10
Green Valley Ranch East Metropolitan District No. 11
Green Valley Ranch East Metropolitan District No. 14
HM Metropolitan District No. 3
HM Metropolitan District No. 4

Painted Prairie Metropolitan District No. 2
Painted Prairie Metropolitan District No. 3
Painted Prairie Metropolitan District No. 4
Painted Prairie Metropolitan District No. 5
Painted Prairie Metropolitan District No. 6
Painted Prairie Metropolitan District No. 7
Painted Prairie Metropolitan District No. 8
Painted Prairie Metropolitan District No. 9
Painted Prairie Metropolitan District No. 10
Sky Dance Metropolitan District No. 1
Sky Dance Metropolitan District No. 2

3. Use of Transportation Impact Fee Revenues, the City One-Time Contribution, and Accounting.

3.1 FRIA may utilize the Transportation Impact Fee Revenues for any and all lawful purposes of FRIA, consistent with the Establishing Agreement, including but not limited to the planning, designing, constructing, installing, acquiring, relocating, redeveloping and/or financing the Regional Improvements ("**FRIA Costs**"); provided, FRIA expressly agrees the Transportation Impact Fee Revenues shall only be used for the limited purpose of funding actual FRIA Costs. Notwithstanding the foregoing, the Transportation Impact Fee Revenues shall not be used for any of the costs of ongoing operations or administrative costs of FRIA, including without limitation, legal, surveying, management, accounting, auditing, insurance and other costs necessary for FRIA's good standing under applicable law.

3.2 FRIA may utilize the City One-Time Contribution only for costs of constructing the 56th Avenue Regional Improvements. Funds from the City One-Time Contribution shall not be used for any of the costs of ongoing operations or administrative costs of FRIA, including without limitation, legal, surveying, management, accounting, auditing, insurance and other costs necessary for FRIA's good standing under applicable law.

3.3 The Parties further acknowledge and agree that the Transportation Impact Fee Revenues may be pledged by FRIA to revenue bonds or other obligations issued by FRIA to finance FRIA Costs; provided, nothing herein obligates FRIA to issue bonds or enter into other financial obligations, at any time or in any amount, and nothing herein limits or otherwise affects the sole and absolute discretion and authority of the Board of Directors of FRIA(consistent with the provisions of the Establishing Agreement) to issue, approve, authorize or enter into any of the same.

3.4 FRIA shall maintain or cause to be maintained full and complete records of actual FRIA Costs incurred and funds committed and expended by FRIA for actual FRIA Costs in accordance with generally accepted accounting principles. The City shall have the right to audit FRIA's financial records during the Term of this Agreement and three (3) years subsequent to the Term of this Agreement.

4. Transfer Methods. The transfers of funds between the Parties required by this Agreement may be accomplished by any means mutually agreeable to the applicable Parties from time to time.

5. Enforcement of Transportation Impact Fees. The City agrees in good faith from time to time to exercise any and all rights and remedies available to the City as may be necessary to ensure compliance with and payment of the Transportation Impact Fee by property owners or other parties and all applicable City ordinances, City code, and other law, in order to further the purposes of this Agreement and to secure the Transportation Impact Fee Revenues on behalf of the City and FRIA. Nonetheless, FRIA agrees that the City will not be in breach or default of this Agreement if Transportation Impact Fee Revenues are not remitted to the City by third parties, so long as the City in good faith attempts to secure such payments. Additionally, nothing in this Agreement is intended to create or does create any additional financial obligation, or obligation otherwise, by the City to provide FRIA with alternative or equivalent funds if the Transportation Impact Fee Revenues are not remitted to the City by property owners.

6. No Effect on Establishing Agreement. The terms and provisions of this Agreement do not in any way alter, amend or otherwise affect the terms and provisions of the Establishing Agreement. In the event the terms and provisions of this Agreement conflict with those of the Establishing Agreement in any way, the Establishing Agreement shall control.

7. Term. This Agreement shall be effective as of the Effective Date set forth above and shall remain in effect until the termination of the Establishing Agreement on its terms and final dissolution of FRIA.

8. Record Keeping. FRIA shall keep accurate records of the use of the Transportation Impact Fee Revenues and shall provide an annual report to the City which includes updates to the Transportation Impact Fee Revenues expended and the remaining projected use to be expended through each calendar year following receipt of the Transportation Impact Fee Revenues by FRIA. FRIA shall also provide status reports to the City upon reasonable request by the City, but no more frequently than bi-monthly, which include progress updates, financial projections, and notice of any anticipated or unanticipated delays related to the use of the Transportation Impact Fee Revenues.

9. Default/Remedies. In the event of a material 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 after the provision of thirty (30) days' prior written notice of the alleged breach or default to the other Party, provided, the Parties waive any claims against each other for consequential damages arising out of or relating to this Agreement, as between the Parties, including, but not limited to, special, incidental, consequential, or punitive damages of any kind arising out of or related to the performance or non-performance of the Agreement, and regardless of whether such losses, damages or liability arises from breach of contract or warranty, tort (including negligence), strict liability or otherwise. In the event of any litigation, arbitration or mediation to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

10. Notices and Communications. All notices, statements, demands, requirements, approvals or other communications and documents ("**Communications**") required or permitted to be given, served, or delivered by or to any Party or any intended recipient under this Agreement shall be in writing and shall be given to the applicable address set forth below ("**Notice Address**"). Communications to a Party shall be deemed to have been duly given (i) on the date and at the time of delivery if delivered personally to the Party to whom notice is given at such Party's Notice Address; or (ii) on the date and at the time of delivery or refusal of acceptance of delivery if delivered or attempted to be delivered by an overnight courier service to the Party to whom notice is given at such Party's Notice Address; or (iii) on the date of delivery or attempted delivery shown on the return receipt if mailed to the Party to whom notice is to be given by first-class mail, sent by registered or certified mail, return receipt requested, postage prepaid and properly addressed to such Party at such Party's Notice Address; or (iv) on the date and at the time shown on the facsimile or electronic mail message if telecopied or sent electronically to the number or address designated in such Party's Notice Address and receipt of such telecopy or electronic mail message is electronically confirmed. The Notice Addresses for each Party are as follows:

If to FRIA:	Fletcher Regional Improvement Authority c/o Pinnacle Consulting Group, Inc. Attn: Amanda Castle 550 W. Eisenhower Blvd. Loveland, Colorado 80537 Telephone: (970) 669-3611 Email: amandac@pcgi.com
With copies to:	Spencer Fane LLP 1700 Lincoln Street, Suite 2000 Denver, CO 80203 Attention: Tom George Telephone: (303) 839-3708 E-Mail: tgeorge@spencerfane.com
If to City:	City of Aurora Finance Department Attention: Terri Velasquez, Director 15151 E. Alameda Parkway, Suite 5700 Aurora, Colorado 80012 Phone: (303)739-7780 Email: rgermerot@auroragov.org
With copies to:	City of Aurora, City Attorney's Office 15151 E. Alameda Parkway, Suite 5300 Aurora, Colorado 80012 Phone: (303)739-7030

11. Covenant of Good Faith and Fair Dealing. The Parties agree to act in good faith in dealing with one another, carrying out their responsibilities, and performing their obligations pursuant to this Agreement. Each Party hereby covenants to the other that it shall not undermine

the rights or obligations of the other Party hereto with respect to the Agreement and it will cooperate with the other in achieving the purposes of this Agreement.

12. Further Acts. Each of the Parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

13. Entire Agreement; Amendments; Headings for Convenience Only; Not to be Construed Against Drafter; No Implied Waiver. This Agreement, along with the Establishing Agreement as referenced and incorporated herein, constitutes the entire agreement among the Parties hereto pertaining to the subject matter hereof. No change or addition is to be made to this Agreement except by written amendment executed by the Parties. The headings, captions and titles contained in this Agreement are intended for convenience of reference only and are of no meaning in the interpretation or effect of this Agreement. This Agreement shall not be construed more strictly against one Party than another merely by virtue of the fact that it may have been initially drafted by one of the Parties or its counsel, since all Parties have contributed substantially and materially to the preparation hereof. No failure by a Party to insist upon the strict performance of any term, covenant or provision contained in this Agreement, no failure by a Party to exercise any right or remedy under this Agreement, and no acceptance of full or partial payment owed to a Party during the continuance of any default by the other Party, shall constitute a waiver of any such term, covenant or provision, or a waiver of any such right or remedy, or a waiver of any such default unless such waiver is made in writing by the Party to be bound thereby. Any waiver of a breach of a term or a condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a default under this Agreement, from having all the force and effect of a default.

14. Governing Law. This Agreement is entered into in Colorado and shall be construed and interpreted under the law of the State of Colorado without giving effect to principles of conflicts of law which would result in the application of any law other than the law of the State of Colorado.

15. Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement and shall not affect the enforceability of the remaining provisions of this Agreement.

16. Assignment; Binding Effect. No Party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party, which consent may be withheld in each Party's sole and absolute discretion; provided, however, FRIA may assign this Agreement, in whole or in part, to a trustee or other third party as may be necessary to allow FRIA to utilize the Transportation Impact Fee Revenues to support FRIA's bonds or other financial obligations, and the City hereby consents to the same. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their permitted assigns.

17. No Multi-Fiscal Year Obligation; Annual Appropriations. This Agreement does not create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the Parties. Any and all financial obligations of the Parties described hereunder are subject to annual budget and appropriations requirements of applicable law.

18. Counterparts; Copies of Signatures. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one (1) and the same instrument. The signature pages from one (1) or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document. This Agreement may be executed and delivered by electronic means, and execution and delivery of the signature page by such methods will be deemed to have the same effect as if the original signature had been delivered to the other Party.

19. Time of the Essence. Time is of the essence for performance or satisfaction of all requirements, conditions, or other provisions of this Agreement, subject to any specific time extensions set forth herein.

20. Computation of Time Periods. All time periods referred to in this Agreement shall include all Saturdays, Sundays and holidays, unless the period of time specifies business days. If the date to perform any act or give a notice with respect to this Agreement shall fall on a Saturday, Sunday or national holiday, the act or notice may be timely performed on the next succeeding day which is not a Saturday, Sunday or a national holiday.

21. No Waiver of Governmental Immunity. Nothing in this Agreement shall be deemed a waiver of any protections afforded the Parties pursuant to Colorado law, including, but not limited to, the Colorado Governmental Immunity Act and City Ordinances.

22. Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or to give to any person or entity other than the Parties 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 Parties shall be for the sole and exclusive benefit of the Parties.

23. No Personal Liability. No elected official, director, officer, agent or employee of either Party shall be charged personally or held contractually liable by or under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Intergovernmental Agreement Regarding Transfer of Transportation Impact Fees effective as of the Effective Date first set forth above.

FLETCHER REGIONAL IMPROVEMENT AUTHORITY

By:_____

Name:_____

Its:_____

Date:_____

ATTEST:

By:_____

Name:_____

Its:_____

CITY OF AURORA

By:_____ Dated:_____
Mike Coffman, Mayor

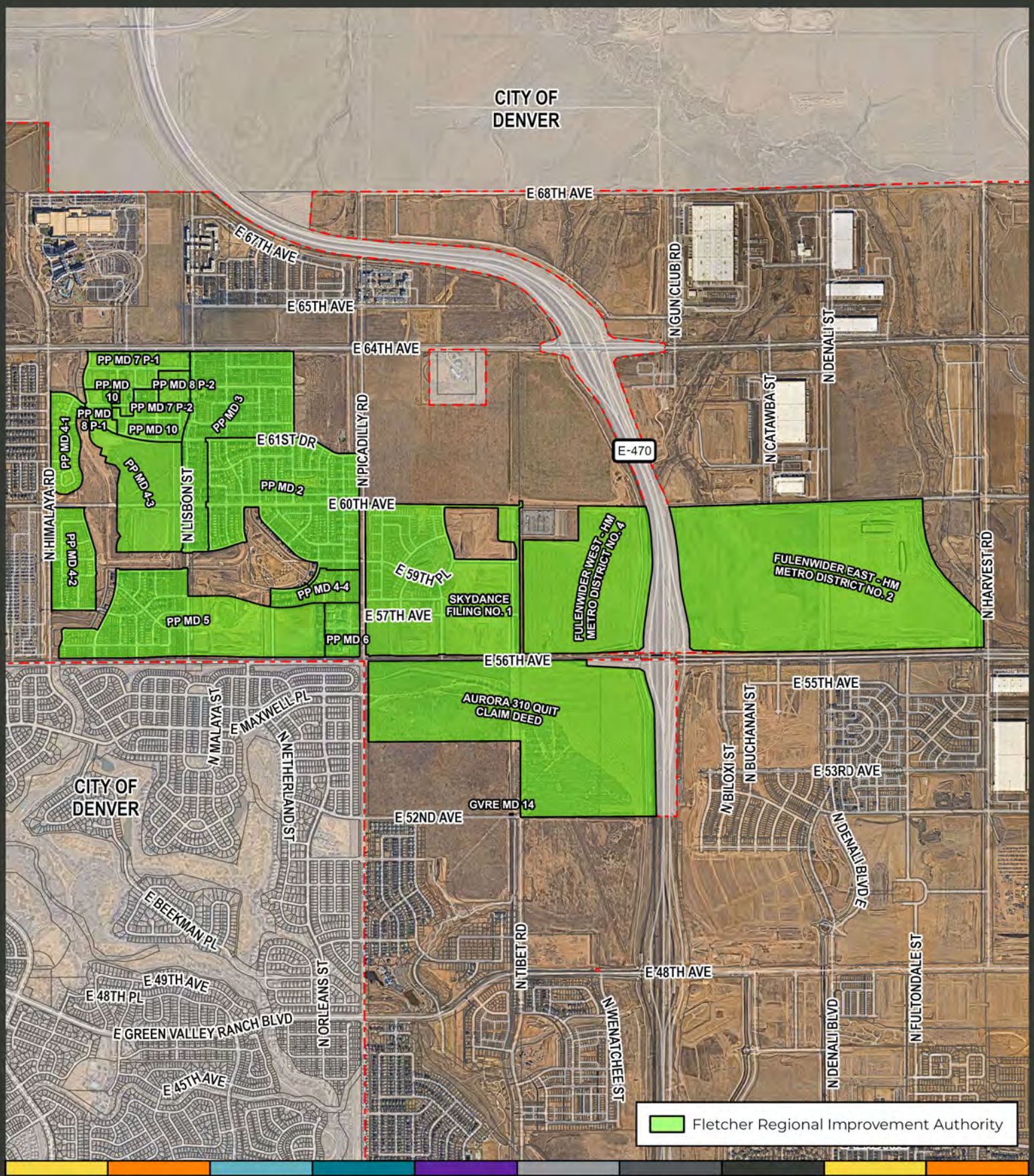
Attested:

By:_____
Kadee Rodriguez, City Clerk

Approved as to Form:

By:_____
Brian Rulla, Assistant City Attorney

EXHIBIT A
Map of Boundaries of FRIA Member Districts



City of Aurora, Colorado

Aerial photography captured: 2/8/26

Planning and IT

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

Fletcher Regional Improvement Authority

Miles 0 0.15 0.3

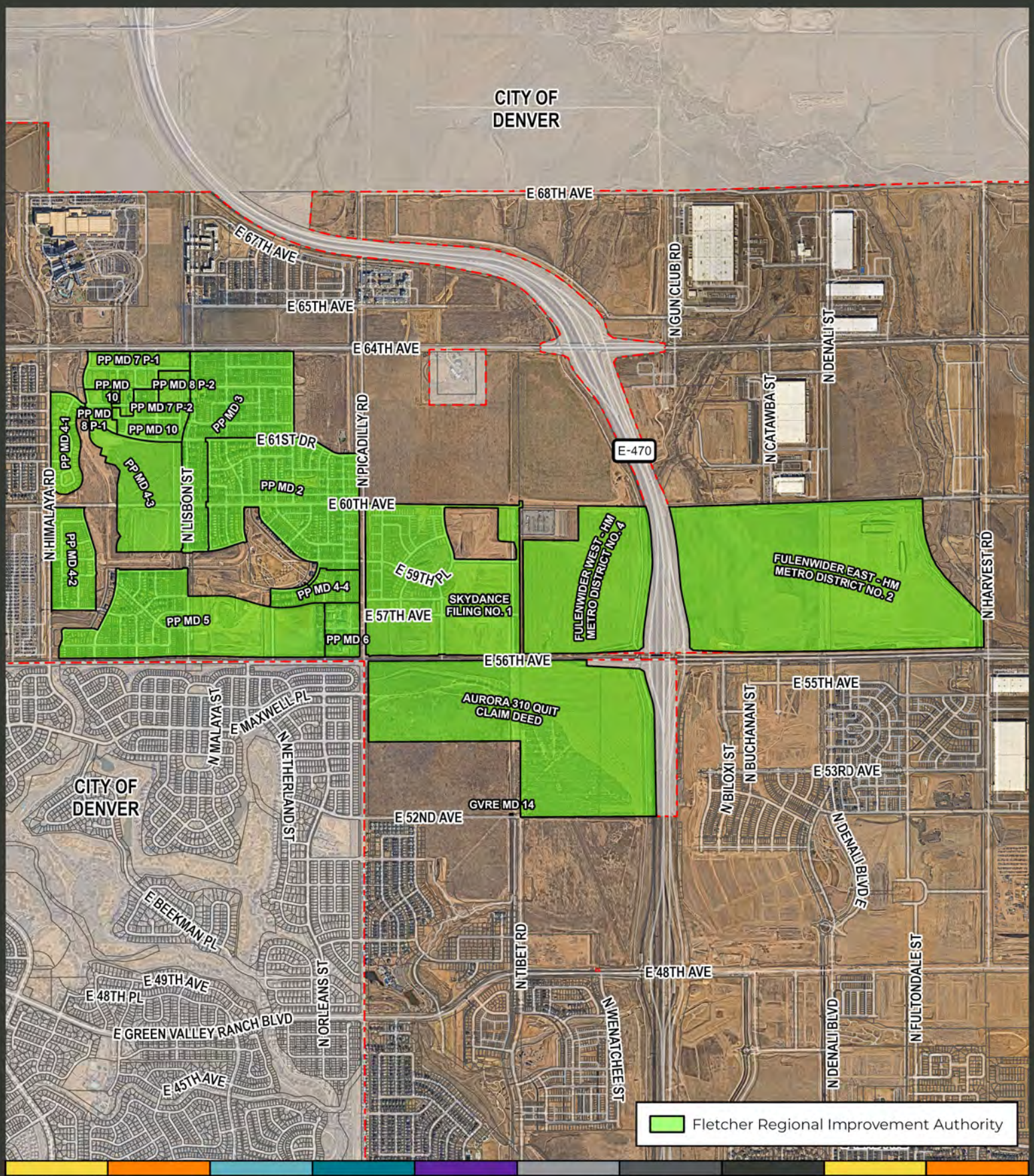
A representative map with best available data as of 2/26

3/13/2026 C:\Users\wkeever\Documents\ArcGIS\Projects\FRIA\2804_MDs.aprx

EXHIBIT B
56th Avenue Regional Improvements Project Scope

The "56th Avenue Regional Improvements" shall consist of the planning, design, permitting, and construction of roadway and pedestrian improvements along 56th Avenue, including but not limited to grading, paving, curb and gutter, drainage, sidewalks, traffic control devices, traffic signals, striping signage, and related roadway infrastructure, as more specifically described below:

1. Construction of two westbound travel lanes on 56th Avenue from Picadilly Road to Nepal Street, including tie-in to existing roadway infrastructure.
2. Construction of a pedestrian trail along the north side of 56th Avenue from Picadilly Road to Himalaya Road.
3. Construction of two eastbound travel lanes on 56th Avenue from Picadilly Road to Skydance Drive.
4. Construction of two eastbound travel lanes on 56th Avenue from Skydance Drive to Tibet Road.
5. Construction of two eastbound travel lanes on 56th Avenue from Tibet Road to E-470.



City of Aurora, Colorado

Aerial photography captured: 2/8/26

Planning and IT

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

Fletcher Regional Improvement Authority

Miles 0 0.15 0.3

A representative map with best available data as of 2/26

3/13/2026 C:\Users\wkeever\Documents\ArcGIS\Projects\FRIA\2804_MDs.aprx

CITY OF AURORA
Council Agenda Commentary

Item Title: Restructuring of the City Council Rules of Order and Procedure
Item Initiator: Kadee Rodriguez, City Clerk
Staff Source/Legal Source: Kadee Rodriguez, City Clerk / Pete Schulte, City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 4/6/2026

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

R2026-40 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, REORGANIZING AND REFORMATTING THE CITY COUNCIL RULES OF PROCEDURE FOR CLARITY AND USABILITY, WITHOUT SUBSTANTIVE CHANGE
Kadee Rodriguez, City Clerk, General Management / Pete Schulte, City Attorney

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☒ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: City Council Rules Ad Hoc Committee

Policy Committee Date: 3/24/2026

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

☒ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☒ Minutes Not Available

☐ Minutes Attached

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

The Rules of Order and Procedure are adopted by Council to define structure/authority and ensure fair, efficient, and orderly meetings.

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

This is to approve the restructuring of the Rules of Order and Procedure. The restructured version being considered for approval contains all the current information from the existing Rules, but in a different structure for better cohesion.

FISCAL IMPACT

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

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

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

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

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

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

QUESTIONS FOR COUNCIL

Does Council wish to approve the reorganization of the City Council Rules of Order and Procedure?

LEGAL COMMENTS

The council shall prescribe rules of procedure to govern meetings. (Article 3-8 City Charter). The council shall determine its own rules and procedures and order of business and shall keep a journal of its proceedings. It may compel attendance of members and may punish members for misconduct. (Section 2-32 City Code). (Wood)

Rules of Order & Procedure

CITY OF AURORA

Revised March 11, 2026

CITY OF AURORA, COLORADO | 15151 E. ALAMEDA PKWY, AURORA, CO 80012

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RULES OF ORDER AND PROCEDURE
FOR THE AURORA, COLORADO, CITY COUNCIL

In accordance with Article III, Section 8, of the City Charter of the City of Aurora, Colorado, the following Rules of Order and Procedure for the City Council are hereby adopted.

PREFACE

The election of an individual to City Council imposes a heavy responsibility to observe those tenets and requirements which flow from the solemn oath administered at the time of installation to office.

> "Having been duly elected/to the City Council for the City of Aurora, Colorado, I, (_____), do solemnly swear or affirm that I will faithfully and impartially administer the affairs of such office in accordance with the Constitution of the United States of America, the State of Colorado, and the charter and ordinances of the City of Aurora to the best of my judgment and ability, so help me God."

These Rules are predicated both upon the duties and responsibilities contained in the oath of office, and the four core attributes expected to be demonstrated by every City elected official, officer, and employee: integrity, respect, professionalism, and customer service.

Article I. – Council Meetings

Sec. 1. Council Calendar.

The City Council adopts the Council Calendar for the following year at the last meeting of the calendar year, unless otherwise determined at a prior meeting. Once defined, changes to the calendar can only occur under the Special Meeting Rules or with a 2/3 vote of the City Council. At least twenty-four (24) hours prior to the meeting, the City Council shall post the agenda of the meeting in the entryway at the east entrance of the Aurora Municipal Center. The posting location shall be redesignated annually at the last regular City Council meeting of each calendar year.

Sec. 2. City Council Meetings.

Regular Council Meetings

The City Council will meet in regular session in the Council Chambers of the Aurora Municipal Center on designated Mondays at 6:00 p.m., and on such other days and at such other times as approved in the Council Calendar.

Study Sessions

The City Council will meet in study session at a time to be determined by the City Manager for each meeting on the same designated Mondays as the City Council meets in regular session, and on such other days and at such other times as may be chosen by City Council at the last meeting of the calendar year, unless otherwise determined at a prior meeting. No formal legislative action other than the vote to go into an executive session shall be taken at any Study Session and no quorum shall be necessary. Formal legislative action shall be deemed to be the enactment of an ordinance or the promulgation of a resolution. However, efforts to arrive at a consensus position for the purpose of developing subsequent legislative action shall be permitted. Failure to notify all Council Members shall not adversely affect the calling of a Study Session, provided that the City Council's Management Analyst has used reasonable efforts to notify all Council Members at least twenty-four (24) hours in advance of a Study Session.

Executive Sessions

An executive session may be called in accordance with state law. Permissible topics for an executive session are:

a) The purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest; except that no executive session shall be held for the purpose of concealing the fact that a member of the local public body has a personal interest in such purchase, acquisition, lease, transfer, or sale;

b) Conferences with an attorney for the local public body for the purposes of receiving legal advice on specific legal questions. Mere presence or participation of an attorney at an executive session of the local body is not sufficient to satisfy the requirements of this subsection;

c) Matters required to be kept confidential by federal or state law or rules and regulations. The local public body shall announce the specific citation of the statutes or rules that are the basis for such confidentiality before holding the executive session;

d) Specialized details of security arrangements or investigations;

e) Determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators;

f) Personnel matters except if the employee who is the subject of the session has requested an open meeting, or if the personnel matter involves more than one employee, all of the employees have requested an open meeting;

g) Consideration of any documents protected by the mandatory nondisclosure provisions of part 2 of article 72 of title 24, C.R.S., commonly known as the "Open Records Act."

Where possible, the agenda of an executive session which contains the topic(s) of the discussion shall be available for public inspection at the municipal records office located on the first floor of the Aurora Municipal Center. Prior to the time the members of the public body convene in executive session, the City Clerk or designee shall announce the topic(s) of the executive session in accordance with Section 24-6-402(4), C.R.S. An affirmative vote of two-thirds of the quorum present shall be required before entering an executive session. State law governs the circumstances under which recording of an executive session is required. The City Clerk shall be responsible for securing the signature of the Mayor and the City Attorney, if applicable, on the mandatory certification of compliance at the conclusion of every executive session.

Backup materials shall be submitted for each executive session item and will be distributed/transmitted to Council Members at least 24 hours prior to the executive session. Council Members shall keep all information, whether written or verbal, from an executive session confidential and shall not discuss or provide such information with/to anyone who was not present in the executive session. A Council Member who was not present during the executive session may listen to the recording of the executive session and shall be subject to the same provisions of confidentiality herein. When appropriate, only the Mayor, City Manager or designee and the Council Appointees may take action based upon activity in an executive session.

Special Meetings

A special council meeting or special study session of the City Council may be called by the Mayor alone or by any six (6) other Council Members. The request shall be made on forms provided by

the City Council's Management Analyst. The request form for a special meeting shall indicate the Mayor or the names of the Council Members requesting the meeting and the urgency for the meeting requiring deviation from the procedure requiring a 2/3 vote of the City Council. The request form shall be transmitted to the City Manager's Office for filing with the City Clerk.

The special meeting shall be held at a time and place designated in the Call; provided, however, that all Council Members shall be notified at least twenty-four (24) hours in advance of the date, time, place and subject matter of said special meeting. Council Members not receiving twenty-four (24) hours' notice may sign a waiver of this requirement at or subsequent to the meeting. The posting method described above for regular City Council meetings shall also be applicable to any special meeting.

Workshops

In general, Council workshops shall be held three times each year, typically in February, May, and September. Unless modified by Council, two of the workshops shall be held within the City limits of Aurora. With respect to the out-of-town workshop, Council shall endeavor to coordinate the timing and location so as to facilitate interaction with individuals and agencies who are knowledgeable with current issue(s) of importance to the City.

Prior to the holding of the workshop(s), Council shall at a study session consider and set the format/protocol of the workshop(s). In keeping with the City Council's policy of conducting its meetings in an open forum, the time and place of Council workshops shall be made public with notification given, and the press shall be invited to attend all sessions, except those executive sessions which are exempt under state law.

Sec. 3. Notice.

Notice shall mean personal notification of the Council Member by any two of the following methods: phone, in person, or by transmitting a notice to the Council Member's City electronic mail address at least twenty-four (24) hours in advance of the scheduled meeting time or at the time the decision is made to call the meeting, whichever occurs first.

Sec. 4. Attendance.

Virtual Attendance. Council Members may appear remotely, including off camera, at City Council Meetings, Special Council Meetings, Study Sessions, Special Study Sessions, and Executive Sessions. Council Members appearing remotely for Executive Session shall participate using a secure, private phone line or electronic connection in a private area.

Reasonable Accommodation. Upon request of a Council Member, the City will provide reasonable accommodations for the Council Member to continue performing their official duties

while they are disabled, as defined in the Americans with Disabilities Act and Colorado Civil Rights Act, or when a situation arises that would qualify for accommodation under the Federal Family Medical Leave Act, Colorado's Pregnant Workers Fairness Act, or Colorado's Workplace Accommodations for Nursing Mothers Act, unless such accommodation would constitute an undue hardship or direct threat to the City. Such accommodation may include temporary modification of City Council Rules to allow for participation in and voting in City Council Meetings, Study Sessions, and Executive Sessions.

Sec. 5. Dais Seating.

Unless an exception is made for a reasonable accommodation, only the Mayor, Council Members and their family members (if needed), the City Manager, and City Attorney shall be seated on the dais.

At the conclusion of: (1) the first regular meeting in December after the municipal elections in odd-numbered years; and (2) the last regular meeting of the year in even-numbered years, seating locations (Ward and At-Large Council Members) for the subsequent calendar year shall be arranged according to seniority of the Council Members, calculated by the accumulation of the total years and months of Council Member service. The most senior Council Member shall be seated to the left of the City Attorney from the perspective of the dais. The next most senior Council Member shall be seated to the right of the City Manager, and thereafter the seating shall be arranged alternately between left and right until all seats are filled. Alphabetical selection using the last name shall be utilized in lieu of seniority when multiple Council Members are seated at the same time with the same seniority status. City Council Members may voluntarily switch seats on the dais with the agreement of all parties involved.

Article II. – Agendas

Regular Council Meetings, Study Sessions, & Special Meetings

Sec. 1. Authority to Place Items on Agenda.

Although items may be requested by other parties, Council Members, City Manager, City Attorney, Chief Public Defender, Presiding Judge, and Court Administrator are the only ones who have authority to place items on Study Session and Regular/Special Meeting agendas. Each such item shall indicate the party requesting the item.

Council Member Sponsorship. A Council Member may request a matter brought forward by the City Manager, City Attorney, Chief Public Defender, Presiding Judge, or Court Administrator be sponsored by a Council Member. Prior to the matter being discussed, the sponsorship issue shall be resolved by a majority of those Council Members entitled to vote at that meeting.

Waivers of Reconsideration and Dual Listing of Agenda items. A request may be made to waive the reconsideration period or matters may be listed on the Study Session and Regular Meeting for time sensitive matters. Parties making such a request shall provide the reason should be heard in this manner.

Sec. 2. Agenda Packet.

Backup materials shall be submitted for items in accordance with a schedule to be developed by the City Clerk. The backup materials must be submitted in sufficient time to allow the City Manager to prepare a summary, history, and fiscal analysis of the item. The City Attorney shall provide a legal statement for each item. When an item is included on an agenda at the request of a Council Member, backup material to be presented by staff as part of the item shall be coordinated with that Council Member. Additionally, any informational presentations presented at Study Session or regular Council Meeting must be included in the backup packet provided to the public before the meeting. An estimated time for presentation shall be given. A request for outside speakers shall also be made.

Sec. 3. Agenda Setting Meeting.

The Clerk shall establish a meeting with the Mayor, City Manager and City Attorney to occur prior to the final agenda being sent to Council. The agenda shall be set and times established for each item. Items requested by a Council Member shall not be removed from the agenda without consent of the Council Member making the request.

Sec. 4. Final Agenda.

The final agenda (without backup) will be distributed/transmitted to Council Members no later than the Thursday preceding the Monday of regular City Council meetings. No item shall be added after this date unless it has the approval of two-thirds (2/3) of the entire membership of the City Council. If a vote is taken on any item added to the agenda that does not require legal publication, said item must be on the agenda for reaffirmation at the next regularly scheduled City Council meeting. If legal publication is necessary, the item shall be brought back in accordance with the publication schedule. Items may be deleted by their initiators prior to the formal adoption of the agenda during the regular Council Meeting.

Article III. – Parliamentary Procedures

Sec. 1. Parliamentarian.

The City Attorney shall serve as official Parliamentarian and advise the Mayor pertaining to parliamentary procedure, but a final ruling shall be made by the Mayor. The Mayor's ruling shall be final unless overturned by a successful appeal.

Sec. 2. Guide of Procedures.

The Mayor and City Attorney shall use *O. Garfield Jones - Parliamentary Procedures at a Glance* as a guide for parliamentary procedures unless it is in conflict with City Council's Rules of Order and Procedure herein set forth, in which event these Rules shall prevail. The provisions of the Rules of Procedure, including the right to reconsider an item, may be suspended by a two-thirds vote of those present and voting.

Sec. 3. Order of Business.

Council meetings are to conduct business for the city. The business of all regularly-scheduled meetings of the City Council shall be conducted in the following order:

1. Invocation/Moment of Silence
2. Call to Order
3. Roll Call
4. Pledge of Allegiance
5. Executive Session Update
6. Approval of the Minutes
7. Proclamations or Ceremonies
8. Adoption of Agenda
9. Public Invited to be Heard (one hour limit)
10. Consent Calendar
    a. Motions (Mayor may vote upon)
    b. Resolutions (Mayor may not vote upon Resolutions or Ordinances)
    c. Finalizing of Ordinances that were unanimous on the prior reading
11. Public Hearings (with or without related ordinances)
12. Introduction of Ordinances
13. Finalizing of Ordinances that were not unanimous at first reading
14. Annexations
15. Reconsiderations and Call-Ups
16. General Business

17. Reports
    a. Mayor
    b. City Council
18. Public Invited to be Heard (one hour limit)
19. Adjournment

Sec. 4. Use of Consent Calendar.

Items eligible for consent calendar consideration will be limited to approval of general business items by motion, including contracts, resolutions, ordinances on final reading which were introduced by a unanimous vote of those present on the first reading, and final plats approved by the planning commission. Prior to the consideration of the Consent Calendar, the Mayor will ask if any speaker slips have been presented. If so, the Mayor may remove the item from the Consent Calendar and require that a separate vote be taken on the item. In addition, any Council Member may remove an item from the consent calendar for individual discussion and require that a separate vote be taken on the item. Otherwise, all items on the Consent Calendar may be taken under consideration and voted upon as a single item.

Sec. 5. Public Participation.

Persons wishing to address Council during Public Invited to be Heard or on any item scheduled for consideration on the regular meeting agenda shall sign up to do so with the City Clerk on a first-come, first-served basis. Except that any individual who, when signing up, provides acceptable proof of Aurora residency to the City Clerk shall be placed in order before those who have not provided such proof. Proof of Aurora residency may include, but is not limited to, a government-issued identification card, utility bill, or lease agreement.

Speakers shall appear at the Council meeting in-person and speak from the podium in the Council Chamber of the Aurora Municipal Center. Once at the podium, the speaker shall state their true name and whether or not they are an Aurora resident. Only one person will be permitted at the podium at a time. There may be more than one person at the podium only if a parent accompanies a minor child, an interpreter accompanies a person needing assistance with the English language. Whenever feasible, individuals or groups wishing to address the same topic are encouraged to coordinate and designate a single spokesperson to present their views on behalf of the group, in order to ensure efficient use of time, thereby giving other speakers the opportunity to be heard on various topics of interest. Speakers shall be limited to a maximum of three minutes of speaking time.

Council shall be given opportunity to address staff to exchange contact information when the speaker is at the podium. Council may clarify statements related to any speaker's comments at the conclusion of Public Invited to be Heard but shall not enter into debate with the speakers.

Public Invited to be Heard. Public Invited to be Heard is limited to City related topics which are not on the agenda for the regular Council meeting.

Those wishing to address Council may sign up online before 1:00pm on the day of the Council meeting or may sign up in-person with the City Clerk no earlier than 5:00 p.m. on the date they wish to be heard. Those signing up after 5:45pm will be heard in the order they sign up regardless of proof of residency. For the first Public Invited to be Heard portion of the agenda, sign-ups will be accepted until the time the last speaker finishes speaking. For the last Public Invited to be Heard portion of the agenda, sign-ups will be accepted until the item immediately preceding Public Invited to be Heard is finished. During the last Public Invited to be Heard portion of the agenda, order priority will be given to speakers who did not speak during the first Public Invited to be Heard portion of the agenda. Speakers shall provide their first and last name, address, phone number, and email address on the form when they sign up.

Council Members will not interact with speakers but may follow up later at their discretion. The City Clerk or his/her designee will facilitate Public Invited to be Heard.

Public Comment on Agenda Items. In addition to Public Invited to be Heard on non-agenda items, persons may speak during the regular Council meeting on any item scheduled for consideration on the regular meeting agenda. Speakers may only speak on the specific agenda item.

Those wishing to address Council on any scheduled item must sign up online by 1:00 pm on the day of the Council Meeting. The 1:00 pm deadline does not apply to those signing up for items scheduled as public hearings. The online sign up shall also indicate whether the speaker is for or against the agenda item. That information will then be relayed from the City Clerk to the Council Members by 5:00pm.

Disruption Protocol. If Public Invited to be Heard, or any other part of the regular City Council meeting becomes disrupted to the extent that it jeopardizes the ability to conduct City business and Council decides to move the Council meeting to a virtual format, the City Manager is directed to order the Aurora Municipal Center closed to the public. Upon a closure of the building during a public comment session, any remaining public comment time will be deemed to have expired. Upon a closure of the building during a regular Council meeting, the City Council meeting will transition to a virtual format, and Council Members will not return to the dais. If a closure of the building occurs prior to agenda items, members of the public who properly signed up to speak on a specific agenda item will be directed to an alternate location to participate virtually.

Materials Submitted to City Council. The City Council acknowledges that parties appearing before the Aurora City Council frequently wish to provide materials to the City Council in support

of a position or argument. However, the City Council is oftentimes unable to assimilate the materials in the context of the decision-making process occurring at the City Council meeting. The City Council will accept and receive into the record the following materials up to and including the City Council meeting itself: A reasonable number of pictures, graphs, petitions (with signatures only), and written materials not to exceed one page per speaker. On the other hand, multiple page materials delivered later than twenty-four (24) hours before the commencement of the City Council meeting will not be considered without a vote to accept. In order to accept and receive into the record materials not delivered by the deadline, the City Council must, by majority vote of the quorum, authorize the acceptance of materials.

Sec. 7. Debate Decorum.

Appropriate debate among Council Members shall be limited to the issue(s) before the Council. Attacks of a personal nature by a Council Member against another Member during a Council Meeting, Study Session, Workshop, or a Policy Committee Meeting are inappropriate. It shall be the role of the Mayor or Chairperson, as applicable, to stop and redirect the discussion as needed.

Sec. 8. Public Hearings.

The following public hearing procedures have been adopted in an effort to expedite, accelerate and increase efficiency of meetings at which the public appears to speak on items of a quasi-judicial nature before the City Council, and to attempt to avoid unnecessary confusion, length and dissension at such meetings.

PROCEDURES FOR PUBLIC HEARINGS

1. The Mayor declares the public hearing open and outlines the general procedures under which the item will be considered.

2. Staff introduces the item, enters all exhibits into the hearing record, presents an analysis of the item, summarizes comments of referral agencies where applicable, and makes a recommendation for City Council action.

3. The Applicant presents the content of the item, including relevant written materials that are submitted in accordance with the requirements of these Rules. The Applicant's presentation shall be limited to 15 minutes, which time may be apportioned among multiple speakers as the Applicant so chooses.

4. Members of the public may speak on the specific topic of the public hearing, provided that they have submitted a speaker's slip to the City Clerk prior to the opening of the public hearing. Speakers shall appear in-person and speak from the podium. Each speaker shall state their true name, whether or not they are an Aurora resident, and indicate whether they support, oppose, or are neutral about the proposal. There may be more than one person at the podium only if a parent accompanies a minor child, an interpreter accompanies a person needing assistance with the English language. Presentations by members of the public shall be limited to three (3) minutes.

5. After hearing all testimony, Council Members may ask questions of those individuals who have testified at the public hearing, including Staff and the Applicant. Both Staff and the Applicant will be given a full opportunity to respond to all questions raised by Council Members and members of the public.

6. After the question-and-answer period, the Mayor shall declare the public hearing closed.

7. After the public hearing is closed, the City Council will discuss the merits of the item. Following the discussion, the Council shall take such action on the item before them as may be permitted by law.

PROCEDURES FOR PUBLIC HEARINGS ON APPEALS

1. The Mayor declares the public hearing open and outlines the general procedures under which the item will be considered.
2. Staff introduces the item, enters all exhibits into the hearing record, presents the history of the item on appeal, an analysis of the item, and makes a recommendation for City Council action.
3. The Applicant presents the content of the item, including relevant written materials that are submitted in accordance with the requirements of these Rules. The Applicant's presentation shall be limited to 15 minutes, which time may be apportioned among multiple speakers as the Applicant so chooses.
4. The Appellant presents their reasons for the appeal, including relevant written materials that are submitted in accordance with the requirements of these Rules. The Appellant's presentation shall be limited to 15 minutes, which time may be apportioned among multiple speakers as the Appellant so chooses.
5. Members of the public may speak on the specific topic of the public hearing. Speakers shall appear in-person and speak from the podium. Each speaker shall state their true name, whether or not they are an Aurora resident, and indicate whether they support, oppose, or are neutral about the item on appeal. There may be more than one person at the podium only if a parent accompanies a minor child, an interpreter accompanies a person needing assistance with the English language. Presentations by members of the public shall be limited to three (3) minutes.
6. After hearing all testimony, Council Members may ask questions of those individuals who have testified at the public hearing, including Staff, the Applicant, and the Appellant. Staff, the Applicant, and the Appellant will be given a full opportunity to respond to all questions raised by Council Members and members of the public.
7. Both the Applicant and the Appellant shall be given the option to make closing remarks, which shall be limited to three (3) minutes each. Neither party is required to provide closing remarks.
8. After the question-and-answer period and any closing remarks, the Mayor shall declare the public hearing closed. At this time, at the request of City Council, Staff may review the criteria for reviewing the item on appeal.
9. After the public hearing is closed, the City Council will discuss the merits of the item on appeal. Following the discussion, the Council shall review the appeal based on the standards and criteria and the record of decision and shall act to uphold, modify, or overturn the decision as necessary to bring the decision into compliance with the standards and criteria.

Article IV. – Voting

Sec. 1. Ordinances.

An ordinance is the formal legislative document which establishes the law of the City and remains in effect until otherwise rescinded or amended by the City Council. The City Clerk shall read the title of the ordinance for consideration by City Council. Related ordinances may be acted upon as one item after the titles are read in series by the City Clerk.

Sixth Vote. If, due to the absence of one or more Council Members at any regular or special meeting of the City Council, the final passage of any ordinance supported by the majority of Council Members then present fails for lack of a sixth vote, such ordinance shall be rescheduled for action at the next regularly-scheduled City Council meeting.

Sec. 2. Resolutions.

A resolution may be used for a statement of policy or other matters which are not required to be adopted by ordinance. The topic of any resolution shall not include International Issues or Concerns.

Sec. 3. Motions.

Motions are the mechanism by which items are brought before City Council for its consideration or action thereon. A motion to defer or to table an item shall be debatable. A council member may abstain from a vote on the approval of the minutes if the Council Member was not present at the prior meeting.

Sec. 4. Amendments.

Whenever possible, Council Members are encouraged to prepare and distribute any proposed amendments to ordinances and resolutions at least 24 hours in advance of the meeting at which such ordinance or resolution is being considered. Occasionally, an informal procedure may be followed whereby the proponent of a motion may accept, with the consent of the seconder, amendments to the motion without submitting the same to a vote.

Sec. 5. Tie Votes.

If any matter is defeated by reason of a tie vote, it shall be rescheduled for action at the next regularly-scheduled City Council meeting unless a motion to reschedule it to a different time is adopted. If the subsequent consideration again results in a tie vote, the item shall be considered

defeated and the item shall only be considered again in conformance with the provisions of these Rules pertaining to reconsidering an item.

Sec. 6. Right of Mayor to Vote.

Pursuant to Charter Section 3-2, the Mayor shall not be entitled to cast a vote upon any resolution or ordinance or amendments thereto unless it is to create or break a tie vote. However, the Mayor is entitled to vote on motions including motions regarding parliamentary procedure concerning a resolution or ordinance.

Sec. 7. Reconsideration of an Item.

If a motion, resolution or ordinance is passed or defeated by City Council action, it may be reconsidered at the same meeting, a special meeting, or at the next regular City Council meeting by motion from a member who was on the prevailing side. Reconsideration shall be granted only to consider new information and the motion to reconsider shall be made at the appropriate time when the agenda item "Reconsideration and Call-Ups" is under consideration. If the City Council authorizes reconsideration of an item which has previously been the subject of City Council deliberations, the City Council shall specify, as part of the motion, the scope of additional staff work-up and review prior to placement on the agenda. Discussion upon reconsideration shall be limited to the impact of the new information upon the item being considered by the City Council. Whenever a vote is taken to reconsider an item, the item to be reconsidered will return to the agenda for formal action at the next regular meeting unless the motion specifies a different time. Unless a contrary time limitation exists by reason of the Charter, ordinances or City procedures, an issue cannot be placed back on the agenda for six months unless sponsored by at least six (6) Council Members; provided, however, where such issue requires a super-majority vote of the City Council for approval, the issue cannot be placed back on the agenda unless sponsored by a super majority of the Council Members. If any substantive changes are made to the motion, resolution or ordinance, then this will be considered to be a new issue and can be placed on the agenda by an appropriate sponsor prior to the expiration of the six (6) month period.

Reservation of Right to Reconsider. If City Council minutes are not distributed for consideration and approval at the next regularly-scheduled City Council meeting, the right of reconsideration as set out in these Rules will be reserved until the next meeting when the City Council minutes are available for review by City Council.

Sec. 8. Conflicts of Interest.

Every Council Member present at a City Council meeting must vote on every item before City Council unless it would constitute a conflict of interest. This Conflict of Interest Rule for City

Council is designed to provide a procedure and identify potential conflicts of interest in decisions made by the City Council. Since it is not possible to write a rule that covers all potential conflicts, the members of City Council are expected to be alert for and avoid situations that might be construed as conflicts of interest. Conflicts of interest are specifically addressed in Section 1-44 of the Aurora Municipal Code and are defined therein.

A Council Member who has a conflict of interest as otherwise defined in these rules, the City Charter, the City Code and the City's Standards for Conduct, in any matter proposed or pending before the City Council shall disclose the fact to the members of City Council and shall not vote thereon, and shall refrain from attempting to influence the decisions of the other Members of the governing body in voting on the matter. Even though a financial conflict of interest may not exist, a Council Member shall disclose if they sit on the board of directors or hold a similar position before voting on a matter involving that entity. Council Members may consult with the City Attorney to obtain an advisory opinion prior to any such vote. If a Council Member chooses to vote and utilize the notification to the Secretary of State provision found in state law and City Resolution, the Council Member shall notify the Secretary of State pursuant to state law and notify the Mayor and other members of City Council prior to the commencement of the City Council meeting.

Violations of the Conflict of Interest Rule. If the City Council has reasonable cause to believe an interested person has failed to disclose an actual or possible conflict of interest, the City Attorney shall inform the interested person, provide an opportunity for explanation and investigate further, if necessary. The City Council may take appropriate disciplinary and corrective action against any interested person in violation of the conflict of interest rule as outlined in the conduct guidelines in these Rules.

Article V. – Special Roles

Sec. 1. Mayor Pro-Tem.

Election. The Mayor Pro-Tem shall be elected from among the members of City Council at the first regular meeting of City Council in December. A Council Member who is interested in serving as Mayor Pro-Tem shall give written notification to the other Council Members on or before November 15 of each year.

Duties. The Mayor Pro-Tem shall serve as Mayor in case of the absence of the Mayor. If both the Mayor and the Mayor Pro-Tem are absent, the presiding officer shall be chosen from the remaining Council Members on the basis of seniority, calculated by the accumulation of the total years and months of Council Member service. In the event that two or more of the remaining Council Members should be of equal seniority, preference shall be given to an at-large member. If two or more of the Council Members of equal seniority are at-large members, the selection of the presiding officer shall be made by drawing lots.

Among the duties of Mayor Pro-Tem is the duty to arrange location and other logistics for Council Workshops, including setting the agenda of the workshop, after asking for input from City Council. Another duty is to accept donations and make arrangements for special occasions that City Council wants to recognize (i.e., birthdays, deaths, etc.).

Sec. 2. City Attorney.

Any member of the City Council may at any time call upon the City Attorney for an oral or written opinion regarding any question of law.

Article VI. – Policy Committees

Sec. 1. Formation and Selection.

As a matter of general practice, proposed ordinances, resolutions or policy matters, other than those referred to executive session, shall be submitted to the appropriate Policy Committee for its review and comment. The City Council shall establish itself into the following standing Policy Committees:

a) Federal, State and Intergovernmental Relations
b) Parks, Foundations and Quality of Life
c) Housing, Neighborhood Services and Redevelopment
d) Management and Finance
e) Transportation, Airports and Public Works
f) Planning and Economic Development
g) Public Relations/Communications, Tourism, Libraries, Boards and Commissions and Citizen Groups
h) Public Safety, Courts and Civil Service
i) Water

Appointments. Each Council Member, other than the Mayor and Mayor Pro-Tem, shall serve on three (3) Committees. The Mayor Pro-Tem shall have the final authority in making the official assignments, including Chairpersons and Vice Chairpersons of each Committee. No later than the conclusion of the second regular council meeting in December, each Council Member shall submit to the Mayor Pro-Tem their top four (4) choices for Committee assignments. Council Members should put as their first choice the Committee they would like to Chair. Wherever possible, priorities of Council Members should be accommodated. Appointments of Council Members to Committees shall take place and become effective on January 1. After the Mayor Pro-Tem has issued Committee assignments, Council Members may exchange assignments through mutual agreement. Council Members should immediately notify the Mayor Pro-Tem and the City Manager of such exchanges. If it is necessary to fill a vacancy on City Council through an appointment, the new Council Member shall serve on the Committees which were assigned to the Council Member whom he or she replaced.

Committee Chairs shall serve for one year, concurrent with the term of the Committee. Current Committee Chairperson(s) may serve subject to re-appointment by the Mayor Pro-Tem for successive terms on the same Committee(s).

Ex-officio Members. The Mayor, Mayor Pro-Tem, and City Manager serve as ex-officio to each Committee. The City Council's representative to the Denver Regional Council of Governments and

the Colorado Municipal League Board shall serve as ex-officio members of the Federal, State and Intergovernmental Relations Committee if they are not already assigned to the Committee. Ex-officio members may take part in the deliberations but shall not be entitled to vote or act as a chair of the committee.

Staff Support. The City Manager shall assign a staff member and a Recording Secretary to work with each Committee. A member of the City Attorney's office shall be assigned to each Committee.

Sec. 3. Protocols.

Item Assignment. Each policy item should be assigned to only one Committee. When there is a question as to which Committee is the most appropriate, the Mayor Pro-Tem will consult with the Chairs of the Committees in question to determine which Committee should review the item. Conducting joint meetings shall not be permitted unless approved by a majority vote of the entire City Council.

Consideration of Policy Matters. It is the City Council's intention that matters which clearly affect the City Council as a whole or a policy with city-wide application should be brought to the whole City Council at a study session rather than having the Committee render a final decision. Committees and their activities and recommendations will not and do not represent the City's formal position which can only occur as a result of a decision(s) made in a study session or a Council meeting. Committees will not represent that they have taken a position on behalf of the City; that authority rests only with the Council as a whole acting in public Study Session or the formal Council agenda. The only exception is the legislative position recommendations made by the FSIR Committee.

A Committee Chair may elect to bypass a Committee on any item and have it submitted directly to City Council in a study session. The minutes of Committees should be utilized by Council Members to determine whether further review by the City Council as a whole is warranted. If such matter or issue is referred by the City Council as a whole to a particular Committee, the Committee must then refer the matter back to the City Council as a whole at the conclusion of Committee consideration. If a matter has been referred back to a Committee for further study, the Chair of that Committee shall endeavor in good faith to arrive at an accommodation. Whenever a policy matter is referred to a Committee at the request of a Council Member or Members, staff shall notify the Council Member(s) of the date and time of the Committee meeting.

Committee Recommendations. The recommendation sent forward from a Committee should represent the consensus of all Committee members present. Any dissenting Council Member may request that a minority report be submitted along with the recommendation of the group. If a Committee refers an item to a study session, the Committee should also determine if the item

would be appropriate for review by a City board or commission or outside entity. Such review should take place prior to the study session. If an item is referred for review, the outcome of the review should be included in the Council packet provided for the study session.

Prohibited Action. Policy Committees will not communicate, or authorize communication, on behalf of the City. Committees, other than the Council Appointee Evaluation and Compensation Committee, may not conduct executive sessions. Committees shall not conduct public hearings unless authorization has been received in advance through a majority vote of the entire City Council at a study session. A "public hearing" shall be construed to be a meeting where public testimony, evidence, and input are actively encouraged through publicity prior to the hearing. A public hearing shall also be characterized by staff involvement in organizing and planning the hearing which will generally involve one subject/issue.

Attendance. A Committee meeting cannot be held unless a majority of Committee Members assigned to the Committee are present. Committee Members may participate by audio or video conference call. The only exception to this requirement shall relate to the Federal, State and Intergovernmental Relations Committee (FSIR) when, in the opinion of the Chair of the FSIR Committee, it is necessary to convene an emergency meeting in order to be able to respond in a timely fashion to state or federal legislative activity. Such emergency meeting may be held electronically or virtually after appropriate posting. Any Council Member may attend a Committee meeting and take part in the deliberations but shall not be entitled to vote. Members of the public may attend a Committee meeting and may be permitted to address the Committee at the discretion of the Chair. The Chair of the committee and only the Chair of the committee shall determine the ability of a non-committee member, including staff or members of the public in attendance, to make a comment or respond to questions. When written materials are submitted by a member of the public, they shall be forwarded with the minutes as back-up for consideration by the Council as a whole.

Recordings. A CD, digital recording, or tape of the proceedings should be made. The primary purpose of the recording is to assist the recording secretary with preparing the written minutes.

Retention. Copies of the final minutes, agenda packets and recordings of the Committee meetings should be sent to the City Clerk's office for retention in accordance with the City's retention schedule.

Follow-up Re: Assignments. The staff to the committee is responsible for distributing an assignments "follow-up" memo to ensure that the follow-up is timely handled.

Sec. 4. Agendas.

The staff, in conjunction with and final approval by the Committee Chair, shall develop an agenda for distribution/transmission to the Committee Members the Friday prior to the Committee meeting. In the development of the agenda, staff should be sensitive to the time constraints placed upon Council Members who are attending various Committee meetings.

The agenda shall:

a) Contain, as a preface, the goals for the relevant Policy Committee.
b) Conclude with a section entitled "Miscellaneous Matters for Consideration." Important policy issues should not be discussed and resolved during the "Miscellaneous" portion of the Committee agenda since other Council Members will not have had prior notice of the subject matter. This portion of the Committee meeting should be reserved for interaction and input from staff.
c) Include all background materials which relate to the agenda item(s).

Authority to Place Items on Agenda. Committees shall consider items and policy matters relevant to a Committee referred by the City Council as a whole, any Council Member, City Manager, City Attorney, Chief Public Defender, Presiding Judge, or Court Administrator. With the permission of the City Manager, a department director can sponsor an item.

In order to ensure that Committee meetings are run efficiently and effectively, the Chair of the Committee must be given the authority to strictly control the agenda for a particular meeting. This has two advantages: (i) City staff will be prepared to make effective presentations; and, (ii) the other Council Members on the committee will be informed in advance of the subject matter for the meeting. This will allow Council Members an opportunity to raise important questions or make suggestions during the committee meeting. Under no circumstances shall an item be removed or added by a non-chair Committee member or City staff without the express approval of the Chair. If a request is made with more than two weeks' notice before the Committee meeting date, then the Chair may allow the item on the agenda. If a request to add an agenda item is made with less than two weeks' notice, at the Chair's discretion the item may be delayed until the next month's meeting. If a Council Member submits a matter for consideration, and the Committee is thereafter unable to schedule the matter within 45 days, it shall be forwarded directly to a study session.

Publication of Final Agenda. The staff, in conjunction with and final approval by the Committee Chair, shall develop an agenda for distribution/transmission to the Committee Members the Friday prior to the Committee meeting. The agenda for all upcoming Committee meetings shall be posted on the City of Aurora website and contained in the City Manager's weekly memorandum to all Council Members.

Sec. 5. Minutes.

Format of Minutes

- Times New Roman 12-point type is the standard font.
- Topics should be all caps and bold with a divider line above each topic.
- Attendance of committee members should be shown at the beginning with a "members present" line.
- Attendance of key staff and visitors should be shown in a separate line "others present." This line includes any non-member council members (first in this list).
- Time stamps
- Page-numbered
- Header line that identifies the name of the committee, the date of the meeting and whether the minutes are "Draft – Subject to Approval" or "Final."

Structure and Content of Minutes Regarding Individual Topics

1. Headings. Each discussion topic header should be capitalized and preceded by a double line or other marker to indicate the change of subject. The approval of minutes from the previous meeting should not be identified as a topic. Each discussion topic is summarized into one of three sub-headings:

    a. Summary of Issue and Discussion,
    b. Outcome, and
    c. Follow-up Action.

2. Summary of Issue and Discussion. The main subject and key elements of the discussion are to be identified in this section. However, the section should be kept as short as possible; brevity will help the reader to identify the issues and key elements more quickly. The focus is on a summary of the material presented in writing or verbally and the issues raised by questioning. Presenters may be quoted when there are key points. Individual Council Members are not normally quoted unless policy issues are being discussed (see additional discussion on this topic later in this section). The key presentation items can often be paraphrased from hard copy documentation backup that is provided since that is typically what the presenter goes over. Ancillary questions and answers that are not closely related to the topic or issue being discussed should not be included in the minutes. In general, questions and responses should be rephrased when appropriate for both brevity and clarity. The minutes should include only those discussions that a reader would find directly relevant to the issues and questions that Council is being asked to resolve. An exception is when a new item is raised during the discussion where Council Members wish to suggest a direction to staff or

provide information to the full Council. Such discussion needs to be reported in the minutes. The basis for the Committee's recommendations should be apparent from this section; however, no explanation is needed for non-controversial items where the Committee had no significant comments. This section is usually one to four relatively short paragraphs.

When a topic is controversial, this section may be expanded and individual Council Members' questions and positions may be identified. This allows the reader (including other Council Members and staff) to see what positions or issues individual Council Members have. Expanding this section of the minutes is a subjective decision and will typically be made by the staff person assigned to the Committee.

3. Outcome. This should only be a sentence or two long. This section briefly reports the Committee's decisions or recommendations. Typical wording is - "The Committee recommended the changes to [the subject matter] and forwarded the matter [or ordinance or resolution] to Study Session for consideration." Any other recommendations, directions, or comments that the Committee wishes to forward to Council should also be included here. However, the rationale for the Committee's recommendation should always be reported in the Summary of Issue and Discussion.
4. Follow-Up Action. This is usually a one-sentence description of the follow-up that staff should take and the expected timeframe for that action. Often, the typical wording would be: "Staff will submit the ordinance [or resolution] to Study Session by [estimated timeframe]."

Draft Minutes. Draft minutes should be prepared as soon as practical after the Committee meeting has been held. The draft minute document should have a header line that says: "Draft – Subject to Approval." Prior to release of the draft minutes, the preliminary draft of each discussion topic should be reviewed by the Committee Chair and the primary presenters for accuracy. After the Committee Chair has reviewed the draft minutes, they should be circulated to the Committee members, Deputy City Manager and staff of the Committee. Within two weeks of the Committee meeting, the draft minutes should also be distributed/transmitted to all Council Members in the City Manager's weekly memorandum to Council Members prior to their final approval by the Committee.

Final Minutes. After final approval of the draft minutes at the Committee meeting, the header on the draft-minute document should be changed to "Final." Final minutes should be included in the Council packets, when practicable, as the item moves forward to the City Council and maintained as part of the record for the meeting.

Attachment to Council Commentary. If an item discussed at Committee needs to be forwarded to Council in the near future, the item should be prepared separately and reviewed so

that the minutes can be attached to the appropriate Council packet. The draft minutes (which have previously been reviewed by the primary presenters) may be released for purposes of providing required attachment of minutes to appropriate Council Commentaries. When minutes of a Committee meeting are required to be attached to a Council Commentary, the minutes custodian should attempt to provide only that section of minutes appropriate to the Council Commentary subject by temporarily inserting page breaks before and after the appropriate topic and denoting the section of the minutes pertaining to that category. The Committee, the date of the Committee meeting, and whether final or subject to approval minutes should all be part of the minutes header so when the temporary page breaks are inserted, the date and status of the minutes is still printed and identified without additional effort.

Article VII. – Other Committees

Sec. 1. Ad Hoc Committees.

Ad Hoc Committees may be formed and appointments shall be made at City Council Study Sessions or Workshops with the support of the majority of Council Members in attendance. The Mayor Pro-Tem shall chair any ad hoc committee formed for the purpose of amending the Rules of Order and Procedure for the City Council.

Sec. 2. Outside Organizations, Entities, and Quasi-Judicial Agencies.

The City of Aurora is entitled to have representation upon other entities and quasi-governmental agencies through the presence of one or more Council Members or other designees. Appointments as the City's representative to any outside entity or agency shall be accomplished by a majority vote of the entire City Council. The appointment may take place at the study session portion of the agenda. The list of Council Intergovernmental Appointments shall be updated as changes occur and shall be reviewed annually by the City Council.

For purposes of this section, other entities and quasi-governmental agencies shall be deemed to be the following:

a. Accelerate Colorado
b. Adams County Airport Coordinating Committee (ACC)
c. Aerotropolis Regional Transportation Authority (ARTA)
d. Aurora Economic Development Council (AEDC)
e. Aurora Mental Health
f. Centennial Airport Community Noise Roundtable
g. Cherry Creek Basin Water Quality Authority
h. Colorado Air and Space Port
i. Colorado Municipal League Policy Committee (CML)
j. Denver Regional Council of Governments (DRCOG)
k. E-470 Public Highway Authority
l. Fitzsimons Redevelopment Authority (FRA)
m. Highline Canal Working Group
n. I-70 Regional Economic Advancement Partnership (REAP)
o. Mile High Behavioral Health Care/Comitis
p. Sand Creek Regional Greenway
q. Sister Cities International
r. Spirit of Aurora
s. Urban Drainage and Flood Control District (Mayor Pro-Tem)

t. Arapahoe County Region 9 Opioid Abatement Council
u. Adams County Region 9 Opioid Abatement Council
v. Douglas County Region 9 Opioid Abatement Council

The Mayor shall appoint a representative(s) to the following ad-hoc and quasi-governmental agencies:

a. Adams County Economic Development (ACED)
b. Aurora Housing Authority
c. Lowry Community Advisory Committee
d. Lowry Denver/Aurora Coordinating Committee
e. Lowry Redevelopment Authority
f. Visit Aurora

The City's representative to such entity or agency shall, at all times, pursue the best interests of the City with respect to any matter which comes before the entity or agency for decision, whether acting in his or her capacity as the City's representative or as a member of the entity's or agency's executive board or council. The representative shall not be required to obtain the advice and consent of the City Council prior to voting on any such matter. Nevertheless, the representative shall endeavor to report to the entire City Council items of significance to the interest(s) of the City whether prior to or after formal agency action.

Expenses for Council Members to attend local dinners organized by nonprofit associations of local governments (e.g., Adams County Council of Governments (ADCOG), Colorado Municipal League (CML) and Denver Regional Council of Governments (DRCOG)), or other local governing bodies (e.g., city councils and county commissions), or events where the Mayor is a featured speaker, will be covered by the City as a general expense.

Council Members and the Mayor shall report appointments to any intergovernmental group within thirty (30) days at a Study Session and may seek approval by the City Council to serve as the City's official representative. Such approval shall be recorded in the list of Council Intergovernmental Appointments.

Sec. 3. Council Appointee Evaluation and Compensation Committee.

Composition. The Committee shall be composed of the Mayor, the Mayor Pro-Tem, and the Chair of the Management and Finance Committee.

Role. In order to assure a comprehensive approach to Council Appointee evaluations and compensation decisions, a Council committee on evaluations and compensation is established with the following duties and obligations.

The Committee shall also be responsible for initially handling any complaints and/or discipline involving a Council Appointee and, for purposes of the City Council Respectful Workplace Policy set forth in these Rules, any complaints and/or discipline involving a Council Member or the Mayor, for the purpose of making recommendations to the full City Council. The Committee may ask the City Attorney to retain outside counsel and may ask the City Manager to retain Human Resources consulting services to provide guidance on personnel matters stemming from Council Appointees, whether or not those matters fall under the Respectful Workplace Policy set forth in Appendix I. The Committee shall conduct any relevant research for purposes of determining compensation, benefits, and if applicable, severance package(s) utilizing data from other governmental agencies. The Committee shall be responsible for receiving input from the Council Appointees and providing feedback to the Appointee relative to performance issues on a timely basis in cooperation with the full City Council. After the full Council has made their decision concerning Appointee compensation and benefits for the ensuing year, the Committee shall schedule and hold a meeting with each Appointee to convey the decision and any other pertinent information within seven working days. In the absence of the Mayor, or after a briefing with the Mayor, any member of the Committee shall be empowered to execute written authorizations to administrative staff reflecting official decisions of the City Council regarding Appointee performance reviewed in this subsection. Council comments for Appointees are to be developed collaboratively. The Committee shall also be responsible for evaluating the need for and making recommendations concerning the level and nature of staff support for the Mayor and City Council so as to insure adequate levels of support for the City's elected officials.

Executive Sessions. Notwithstanding any other provision of the Council Rules of Order and Procedure, the Committee shall be entitled to go into executive session for the discussion of personnel matters involving the Appointees, so long as all applicable aspects of the State Open Meetings Law, C.R.S. Section 24-6-401, *et seq.* are followed.

Article VIII. – Expenses and Use of City Property

Sec. 1. City-Supplied Equipment.

The City shall provide the following equipment to members of the City Council - everything else is to be paid for from the stipend:

a) Complete computer set-up (including software, modem, monitor, and printer/fax; additional equipment or accessories may be provided as technology warrants)
b) iPad or equivalent
c) Name tags (as required)
d) Stationary products (including paper, envelopes, business cards, labels, file folders etc.)
e) Information technology department support for equipment used for official city business

Use of City-Supplied Computers/Laptops at a Place of Residence or Business. City-supplied computers, laptops, and iPads together with a printer and file cabinet are provided from public funds. Technical support is also provided by City staff. City Council acknowledges that these computers, laptops and iPads, and the data contained therein, may not be assumed to be confidential. Extreme care should be taken in the subject matter of data, either from an output or input perspective from these computers, laptops or iPads. There exists a potential for significant embarrassment to both the individual Council Member and the City Government as a whole, should misuse of these devices occur. Whenever an elected official leaves office, he or she may ask for an evaluation of the market price for any City-supplied equipment for the purpose of purchasing such equipment.

Sec. 2. Expenses.

Monthly Stipends. The City shall provide a monthly stipend to members of the City Council for the following services:

a) Portable voice and data services for portable devices and for the home
b) High-speed internet
c) Other incidental elected official-related expenses
d) Automobile expenses allowance. The amount is to be established by the Finance Director, which shall fund anticipated monthly vehicle related expenditures including insurance, fuel, parking and maintenance.

Community Meetings. In order to hold Ward or community meetings, City Council shall be provided up to $400 per calendar year for Ward Council Members and $200 per calendar year for

At-Large Council Members for reimbursement of expenses associated with the holding of the meeting.

Printing and Mailing Costs. The City will provide for printing and mailing costs of constituency education. In order to conserve limited resources, the maximum mailing support service shall be one-time per month with a maximum number of 2,400 pieces per year and with any item costing in excess of regular first class postage counting double. Annual printing support shall be limited to 3,600 pieces. Council Members shall be provided with a proof prior to any printing or mailing. The City will provide staff support and resources to Council Members wanting to distribute newsletters on a monthly basis. To ensure adherence to state laws and city ordinances, a legal review of content shall occur within three business days of city staff receiving the newsletter from a Council Member. Any publications/postage supported by any City funds shall not urge voters to support or vote in favor or against any ballot issue or candidate.

Sec. 3. Tables at Sponsored Events.

As part of the annual budget development process, the City Council shall allocate sufficient funds as designated items to cover only Council Members' expenses in attending civic organization events. The City shall only purchase a City Council table at a civic organization event where there is a 60% commitment from Council Members to attend the event. If there is no such 60% commitment, a Council Member may utilize funds from his or her monthly stipend or travel and training budget to cover the expenses of attending a civic organization event. Otherwise, where the primary purpose of the civic organization event is fundraising, Council's contingency funds shall not be used to cover Council Members' expenses to attend such an event. If the City has paid expenses to attend a civic organization event and seats are still available five business days prior to such event, the seats shall be available to Council Member guests or City staff on a first-come first-served basis. Otherwise, guests are welcome to attend all such events at their own expense. Any reasonable dues or donations that are required or expected for the Council Member's official representation as a member of another entity or quasi-governmental agency shall be covered or reimbursed by the City as a general expense.

Article IX. – Conferences & Travel

City Council encourages the attendance of Council Members and the Mayor at conferences which will serve to enhance directly their knowledge and ability to carry out their responsibilities in governing the City. This policy will be automatically reviewed every two years by the Management and Finance Policy Committee with a recommendation to the full City Council in Study Session.

Sec. 1. Budget.

Each year, as part of the budget development process, the City Manager shall allocate $7,000 to each Council Member and $11,000 to the Mayor annually, or such other amount as may be determined by the City Council as the budget allows, for attendance at meetings/conferences. Such meetings/conferences must be relevant to issues facing local government. In addition, Council Members that serve on the National League of Cities Policy Steering Committee shall receive an additional allowance to cover expenses for attendance at one Policy Steering Committee meeting per year. It is not permissible to utilize travel and training money for attendance at fundraising events sponsored by other organizations.

Any costs for attendance at meetings/conferences that exceed the approved dollar limits shall be the responsibility of each Council Member and the Mayor with reimbursement of city-paid costs to be made by January 31 following the year of City payment unless otherwise approved by the City Council.

Individual reporting of year-to-date travel expenditures shall be provided on no loess than a quarterly basis to each Council Member and the Mayor by the Mayor/Council staff.

Use of Unspent Funds. In the event that Council Members or the Mayor do not use their annual allocation, the total unused amount can either be carried over to the next year, only for use by the Council Member or the Mayor who individually carried forward the unused allocation, or returned to the General Fund, subject to appropriation in the ensuing fiscal year. It is impermissible for a Council Member to transfer, loan or otherwise provide funds as between one Council Member's account and another Council Member's account. At the time a Council Member is no longer holding their office, any remaining funds shall escheat to the City General Fund. Council Administrative staff shall maintain records of the unspent funds discussed in this section.

Sec. 2. Expenses.

Expenses Eligible for Reimbursement. Council Members and the Mayor may use their City credit card or be reimbursed for the following expenses incurred in attending conferences:

a) Travel. Actual economy class air to destinations outside the State of Colorado, including baggage fees for one standard item and travel insurance, and land travel costs, including taxis, buses and associated tips. Upgrades within economy class are allowed; upgrades from economy class air travel to a higher-level outside of economy for medical conditions or unusual circumstances may be considered and approved by City Council prior to travel.

b) Registration. Actual conference fees excluding optional entertainment events.

c) Lodging. Actual lodging costs, including taxes and associated mandatory assessments, may include lodging costs for the night before and the night of the last day of the conference, and any additional period of time necessary to ensure lower travel costs, provided that such costs are less than the travel costs. Weather or other emergencies may extend the period of time eligible for reimbursement.

d) Meals and Incidentals. Council Members and the Mayor will receive a per diem to cover the costs of meals and incidentals in accordance to the reasonable cost for meals and incidentals as determined by the General Services Administration ("GSA").

The per diem allowance will be used to cover the cost of meals and incidentals on overnight travel. Receipts are not required to support per diem expenditures. Incidentals include meal-related and miscellaneous tips (e.g. baggage handlers, bell hops and housekeeping). The maximum per diem rates for reimbursement of expenses incurred during official travel are established by the United States General Services Administration (GSA) and are based on the fiscal year of October 1 through September 30.

The per diem is reduced under the following circumstances:

a. When meals have been purchased by the City as part of the registration fee; or

b. When meals have been purchased in relation to the conduct of City business, subject to the submission of a Travel Expense Report including persons in attendance, business purpose and receipts detailing all items purchased.

The reduction should be computed on the Travel Authorization/Expense Report and will equal the per diem rate for the applicable location multiplied by the percentage indicated below. The meal percent reduction is as follows:

- Breakfast – 22%
- Lunch – 25%
- Dinner – 53%

Per diem allowances are reduced to 75% of the daily rate on the actual travel dates.

Expenses for meals of non-city employees related to City business are reimbursed at actual cost provided that the reimbursement of such expenses is disclosed to the City Council.

e) Miscellaneous. Other travel-related expenses may be reimbursed if requested. Receipts are required for expenses equal to or greater than $25.00 each. Reimbursable travel-related expenses include:
    a. Rental car costs (including insurance and fuel) upon arrival at a conference site outside the State of Colorado;
    b. Parking fees;
    c. Any other expenses necessary for the conduct of City business; and
    d. Use of a personal automobile for (i) out-of-state meeting/conference travel or (ii) in-state travel to the Colorado Municipal League (CML) annual conference. Such use of a personal vehicle may be reimbursed at the actual cost of the use of the personal automobile or at the standard mileage reimbursement rate. For out-of-state meeting/conference travel, mileage shall be calculated from the Colorado state border to the destination. For travel to the CML annual conference, mileage shall be calculated from the border of the nine-county membership area of DRCOG (i.e., the counties of Adams, Arapahoe, Boulder, Clear Creek, Douglas, Gilpin, and Jefferson, and the cities and counties of Broomfield and Denver) to the destination.

f) Local Business Expenses. Council Members and the Mayor may receive a per diem to pay for reasonable cost of meal an incidental prior to attending local business expenses to be deducted from their annual allotment. Local business expenses refer to meetings within the Denver Metro Area to discuss matters of local concern with individuals or persons who have an interest in Aurora local matters. For local business expenses the per diem allocated to the Mayor and Council Members shall be approved in accordance to the reasonable cost for meals and incidentals as determined by the General Services Administration ("GSA") for the Denver/Aurora primary destination.

Expenses Not Eligible for Reimbursement. Council Members and the Mayor may not be reimbursed for:

a. Any expenses incurred in the use of a personal automobile for in-state meetings or conference travel.
b. Alcoholic beverages, including those purchased as part of a meal.

Sec. 3. Authorization, Expenses and Reports.

Council Members and the Mayor, with the assistance of the Mayor/City Council staff, should complete Travel Authorization/Expense Reports no later than thirty (30) days after returning from the conference. Such reports should include all required receipts as provided in this Article.

City Purchasing Card. The City purchasing card may only be used to pay for travel, meeting, or conference expenses. All such expenses shall be shown as having been prepaid by the City on the Travel Authorization/Expense Report. Copies of all related receipts shall be attached to the Travel Authorization/Expense Report.

Travel Advances. Advances may be requested for expenses for travel, conference registration, lodging and the amount of the per diem to be spent during the trip, or Council Members and the Mayor may use personal funds and request reimbursement. Any request for an advance shall include all required receipts and other documentation. Requests for a travel advance submitted with all required receipts and other documentation before the close of business on a Wednesday can be expected to be processed within ten (10) business days.

Attendance of Guests. City funds shall not be used to pay any expenses incurred by a spouse or guest of a Council Member or the Mayor in attending any conference except where the conference is deemed to be a special occasion for the Council Member or the Mayor, and the reimbursement of such expenses is approved in advance by the City Council.

Reimbursement of the City. If the completed Travel Authorization/Expense Report indicates an amount due, Council Members and the Mayor should reimburse the City within thirty (30) days. Additionally, Council Members using their personal cards may be required to reimburse the city for any advances if their travel plans are canceled and refunds are issued.

Credits. In the event that the conference or other travel plans are canceled and result in a credit being issued the credit for future services, Council Members should notify Council Administrative staff of the credit holder (airline or hotel), amount and expiration date. Council Members should utilize any travel credits from city trips for the city for the cost and use the credit for their personal travel. If the Council Member's term ends any unused travel credit should be reimbursed or allowed to expire.

Reporting. Within thirty (30) days following attendance at a meeting/conference, Council Members and the Mayor are encouraged to present an oral report on the meeting/conference at Council Study Session or Council Committee meeting, whichever is appropriate. For any meeting/conference with multiple attendees, a single Council Member or the Mayor may present such report on behalf of the other attendees.

Article X. – Public Acknowledgements

Sec. 1. Proclamations.

A Proclamation is a document signed by the Mayor, which proclaims a special event, or recognition of a person or group, usually for a specific time period. Requests are generally received from clubs, organizations, non-profit groups and individuals (internally, locally, statewide and nationwide).

Process. Requests are received in the mail, in person and over the phone. Such requests must be accompanied by a Request for Proclamation form. Requests are to be submitted to the Mayor Pro-Tem. The Mayor Pro-Tem will notify, and take comment from, the Council on pending Proclamation requests. The Mayor Pro-Tem will coordinate such requests with the Mayor who will have final approval over Requests for Proclamations. The Mayor Pro-Tem will then report back to Council on the actions taken on proclamation requests. Requests for Proclamations should be acted upon within four weeks from the date of such request.

Delivery of the Proclamation. After approval and completion of the Proclamation document by the Mayor's office, the original Proclamation (along with the completed request for Proclamation form) will be given to the Mayor's Assistant. The Mayor's Assistant will contact the group to arrange for either presentation or mailing of the Proclamation. The group may request that the Mayor, Mayor Pro-Tem, or a Council Member, if available, present the Proclamation at a time and place of their choosing. If the group does not make such request, or the Mayor, Mayor Pro-Tem, or a Council Member is not available, the Proclamation will be mailed to a representative.

Sec. 2. Ballot Issues.

A ballot issue resolution either supports or opposes a ballot issue having a direct impact on the City of Aurora or an associated organization. A ballot issue resolution shall first be presented at a study session for a determination whether the resolution has the majority support of Council, which shall be a requirement to the passage of any such resolution.

Sec. 3. Letters on behalf of City Council.

Letters on behalf of the City Council shall be presented at a study session and approved by a majority of the entire Council (six members) prior to the distribution of the letter. The Mayor on behalf of the Council shall sign such letter unless otherwise directed by a majority vote.

Sec. 4. Amazing Auroran Award.

The Amazing Auroran award is presented to citizens for their personal effort in helping make our community a better place to work and live. Each Council Member may present two awards per

quarter. The quarters are established as January-March, April-June, July-September and October-December. Award preparation and distribution will be coordinated with the Council support staff.

Article XI. – Conduct Guidelines

The following items relate to City Council activity and in some cases, City Council – City staff interactions. These guidelines possess the authority of law in the sense that they derive directly from either State statutes or City Charter and Code provisions and City Resolutions; therefore, they are important principles. These guidelines are aspirational in nature; however, the censure of a member of Council by the City Council, acting as a body politic, could occur where a transgression was found to be intentional or reckless. Any potential discipline by the Council can be either mitigated or eliminated by consultation with the City Attorney's Office in cases where the conduct comports with the advice provided by the City Attorney's Office.

Sec. 1. Quasi-Judicial Matters.

When speaking with individuals or groups on topics which may come before the City Council for a decision, Council Members may not make commitments on how they will vote. When doubt exists as to the permissible pre-Council meeting comments, the City Attorney should be consulted for advice. Recommendations from the City Attorney's Office can also be found in the following link: https://www.auroragov.org/common/pages/DisplayFile.aspx?itemId=18468181

Sec. 2. City Staff and the General Public.

When interacting with City employees or members of the general public, individual Council Members shall conduct themselves in a professional manner at all times.

Utilization of City Staff. The City Charter clearly and unequivocally directs that no "orders" shall ever be given by a member of the City Council to any City employee other than through the Office of the City Manager. Council requests shall be limited to requests that comport with budgeted activities and projects. While it is common for individual Council Members to interact with City employees, there is the potential for such interaction to be characterized as an "impermissible order" regardless of the motivation or intent of the Council Member. Interaction with a rank-and-file City employee gives rise to a greater possibility that an order was transmitted to the employee by the Council Member, therefore violating the Charter provision.

In order to ameliorate any claims of improper activity, individual Council Members must use the established Council Request System administered by the staff of the Office of Mayor and City Council and the City Manager's Office. The City Manager or their designees shall be responsible for reviewing all Council requests in order to identify those requests which could constitute an impermissible order or direction of City staff or questionable expenditure of City funds. Examples of appropriate Council requests processed through the City Manager's Office would be: a request to investigate a Code infraction; a request to repair a pothole; a request to weed a park, etc. Requests which would not be appropriate Council requests would be: a request that a specific

employee handle a call or situation; a request that a person or organization be allowed to violate City laws or policies; a request for a department to handle a complaint or situation in a non-standard way or within an accelerated time; etc. Council will not ask staff to intervene in or work on any issues where the Aurora City Government is not a direct participant.

Final determination of utilization of City staff on both specific Council requests and day-to-day processes shall be the decision of the City Manager or the applicable Council Appointee. City staff shall be given up to three (3) business days within which to respond to specific Council requests. In those instances where a Council Member wishes to meet directly with one or more City employees below the level of department director, such requests shall be coordinated through the City Manager's Office. In those instances where a Council Member wishes to meet or otherwise correspond directly with a Department Director, the City Manager and appropriate Deputy City Manager shall be notified of such meeting or copied on such correspondence. Contact with the administrative support in the Mayor and City Council Office shall not be subject to the protocol requirements of this section.

Public Communication. Council Members retain all their rights to freedom of speech granted them under the Federal Constitution and the Bill of Rights. Nevertheless, when a Council Member speaks to a member of the public or comments or testifies on proposed legislation, the Council Member should be careful to emphasize the fact that the Council Member is expressing his or her own views and not that of the City Council and may not state that they are speaking on behalf of their constituents, unless the City Council has formally, as a body, adopted a position on the issue being discussed. Example statement: "I [name] am speaking in my individual capacity, expressing my own views, and not those of the City Council."

Council Letterhead. Council Members should never use their individualized letterhead for a purpose where it could be perceived that preferential treatment is being solicited as a result of having the status of an elected official. The use of City letterhead can be misinterpreted by others as constituting an explicit or implicit endorsement by the City of Aurora. The use of City letterhead is an area where input by the City Attorney's Office may be especially valuable.

Sec. 3. Decorum.

Council members shall limit their discussion or debate to the issue or issues before the Council. Attacks of a personal nature by a Council Member are not permitted.

Sec. 4. Treatment of City E-mails.

The efficient governance of the City is predicated upon the unfettered ability to communicate between City Council and City staff. Much of this communication occurs via the utilization of e-

mail. Sharing of City-related e-mail(s) with anyone other than City officers and employees should be carefully considered. For example, a staff-generated e-mail may represent work in progress and/or not a final determination of City management's official position. Any doubt regarding the public dissemination and propriety and sensitivity of a particular e-mail should be discussed with the City Manager's Office prior to disclosure. This provision shall not apply to requests for information from City staff that are contained within the “Council Request” format. Any correspondence, including e-mails, between the City Council and the City Attorney’s Office may not be shared without preauthorization by the City Attorney.

Mass E-mail to All City Employees. During the holiday season, City Council may send a joint mass e-mail to City employees expressing holiday greetings. On other special occasions where it is suitable to provide a mass e-mail to City employees, the City Council may authorize the sending of such mass e-mail. No mass e-mails to City employees may be sent by individual Council Member.

Sec. 5. Gifts, Honoraria and Other Benefits.

Reporting. In compliance with C.R.S. Section 24-6-203, Council Members shall file quarterly reports with the City Clerk. If no reportable activity has taken place in the reporting quarter (January 15th, April 15th, July 15th, and October 15th), the Council Member shall, nevertheless, file a report with the notation "no reportable activity." The City Clerk shall be responsible, during the reasonable time before the end of each reporting quarter, for affirmatively contacting the Council Members to solicit the filing of the report.

Avoidance of an Appearance of Preferential Treatment or Benefits. Council Members shall not solicit or accept discounted or free goods and/or services for which citizens must pay an established fee, except:

a. A member of City Council may sponsor, free of charge, the utilization of a meeting space at a City facility during normal operating hours and days when City facilities are open to the public by contacting the City Manager. The use/rental of City facilities, during the times and days referenced above, is available to recognized groups and registered HOAs free of charge.

b. Goods and/or services generally offered to the general public (and not just elected officials) as part of a marketing technique, e.g., entertainment passes or discounts offered through businesses or others, that are not provided to receive favorable or preferential treatment by Council Members or the provider of the goods and/or services. The value of the goods and services provided should generally be less than $100.00 per occurrence and not exceed $300.00 per year from the same person and/or organization.

c. Acceptance of items such as food or beverages is permitted, if there is no expectation of favorable or preferential treatment by the Council Member or the provider of the items. The value of these items provided should generally be less than $100.00 per occurrence and not exceed $300.00 per year from the same person and/or organization.

d. Complimentary gifts provided to other organizations besides the City Council or other elected officers are not prohibited. Examples include calendars, appointment books, pens, t-shirts, books, flowers, etc., but not including cash or gift cards.

Included in examples of these prohibitions are requests for data from City officials relating to election or reelection activity. Nothing in this section is intended or should be construed to conflict with Sec. 1-43 of the Aurora City Code ("Gifts to elected officials.").

Sec. 6. Censure.

Censure is a disciplinary procedure that may be imposed upon a member of the City Council for violating the City Charter, City Code, or Rules of the City Council, in accordance with the following process:

1. Any Member of City Council may place and present a censure resolution on a Council Meeting Agenda pursuant to that Council Member's authority found in these Rules.
2. The City Attorney will assist in the drafting the censure resolution in consultation with the Council Member presenting the resolution.
3. A censure resolution shall address the conduct of one Member only. If the conduct of more than one Member is in question, a separate censure resolution shall be presented to address the allegation for each subject Member.
4. The Council Member placing the Resolution shall provide notice to the entire Council, by email or other means, at least ten (10) days prior to the Council meeting when the resolution is to be presented. Such notice shall include the specific City Charter, City Code, or Rule provision alleged to have been violated, and details giving rise to the alleged violation.
5. The City Attorney shall answer questions of law and process for the presenting Council Member, the subject Council Member and the Council body, but shall not advocate in support or in opposition to the Censure.
6. The process used by the Council to consider and debate the censure resolution shall follow the same process and debate and amendment procedure as any other resolution presented by a Council Member, except that an affirmative vote of two-thirds (2/3) of those Council Members eligible to vote on the censure resolution shall be required to pass the

resolution. When there are no Council vacancies, the two-thirds (2/3) vote requirement is satisfied with six (6) affirmative votes of the nine (9) eligible Members. This is due to City Charter Art. 3-1 limiting the Mayor's ability to vote only to make or break a tie as well as Art. 5-2 prohibiting the Council Member subject of the resolution from voting, as the resolution is involving the consideration of that Member's own conduct.

Appendix A. – Policy Committee Guidelines

The following guidelines and chart should be utilized in determining the subject matter assigned to each Council Policy Committee. In addition to the topics listed, all improvements, facilities or equipment to be financed should be brought forward to the committee assigned to the division or department. Issues and programs may be considered by or referred to Committees based on the overall best interest of the Council policy process by mutual agreement of the Committee Chairs and the City Manager.

Federal, State and Intergovernmental Relations Committee (FSIR)

1. Liaisons
    a. Colorado Municipal League
    b. National Organization to Insure a Sound-Controlled Environment (NOISE)
    c. Denver Regional Council of Governments (DRCOG)
    d. Adams County Council of Governments (ADCOG)
    e. Arapahoe County Council of Governments
    f. Metro Mayors Caucus
    g. Colorado Department of Transportation (CDOT)
    h. Cherry Creek Basin Water Quality Authority
    i. National League of Cities
2. State Legislature
3. Ballot issue resolutions
4. Federal matters (grants, legislative lobbying strategies, etc.)
5. Collaboration with the Aurora Public School and Cherry Creek School Districts, Community College of Aurora (CCA) and other educational institutions on issues which improve efficiency as well as educational outcomes
6. Aurora Sister Cities International

Parks, Foundations and Quality of Life Committee

1. Partnerships with the non-profit community, task force and other jurisdictions concerning healthy community initiatives and housing needs
2. Spirit of Aurora
3. Parks, Recreation and Open Space
4. Golf Enterprise
5. New regional and community park plans
6. Major parks capital improvements

7. Annual reports from the following boards and commissions:
    a. Golf Course Advisory Committee
    b. Open Space Board
    c. Parks & Recreation Board

Housing, Community Services and Redevelopment Committee

1. Neighborhood stability and code enforcement
    a. City housing and animal codes
    b. Policies and procedures of code enforcement
2. Youth Service Programs (R2022-85)
3. Incentives for redevelopment
4. Urban renewal projects
    a. Redevelopment policies
    b. Economic development and business/Chamber groups (urban renewal)
5. Community housing needs
    a. Community development programs (including housing counseling and homelessness prevention programs)
    b. Programs to address the foreclosure issue (including vacant property registration and the Neighborhood Stabilization Program)
6. Homelessness concerns (R2022-85)
7. Programs to strengthen and enhance neighborhood organizations and address neighborhood and business community issues including:
    a. Neighborhood liaison programs, including the Neighborhood Fence Replacement Program
    b. Graffiti
    c. Citizens' Code Enforcement Academy
    d. Learn about Aurora, Neighbor to Neighbor roundtables, and the Neighborhood Referral Program
8. Annual reports from the following boards and commissions:
    a. Aurora Housing Authority
    b. Building Code, Contractors Appeals & Standards Board
    c. Citizens Advisory Committee for Housing & Community Development

Management & Finance Committee

1. Financial Matters including:
    a. Budget
    b. Long-term financial planning/strategies
    c. Debt policy and management

d. Investment policy and management
e. Serve as Council's Audit Committee, including review of audits
f. Internal controls
g. Pensions
h. Purchasing and contracting

2. Human Resources matters, including:
    a. Personnel rules and regulations
    b. Risk management
3. Information Technology and general automation matters including:
    a. E-government policy/strategy and associated services to citizens (where not operationally specific)
    b. Automation improvements for efficiency and effectiveness
4. City Clerk operations, including:
    a. Election processes
    b. Ward Redistricting
    c. Council Rules and Procedures
    d. Document storage and retention policies
5. Marijuana Funding (R2022-85)
6. Annual reports from the following boards and commissions:
    a. Career Service Commission
    b. Citizens' Advisory Budget Committee
    c. Election Commission
    d. General Employees Retirement Board

Transportation, Airports and Public Works Committee

1. Transportation
    a. Regional Transportation District (RTD) FasTracks – I-225 light rail transit (LRT) and east corridor commuter rail
    b. CDOT – I-225 widening, I-225/Colfax/17th Place interchange, I-70
    c. E-470 Public Highway Authority
    d. CDOT
    e. Denver regional council of governments (DRCOG)
    f. Aerotropolis Regional Transit Authority
2. Airports
    a. Denver International Airport (DIA)
    b. Centennial Airport
    c. Colorado Air and Space Port

    d. Federal Aviation Authority (FAA) airport noise
3. Public Works
    a. Street overlays
    b. Annual snow removal plan
    c. Major capital improvements
    d. Street conditions/maintenance

Planning & Economic Development Committee

1. City/development task force
2. Comprehensive plan
3. Annexations
4. Land use
5. Growth and development policies
6. Working with economic development and business/Chamber groups (primary)
7. Incentives for economic development
8. Creating a climate for positive business development
9. Job creation and retention
10. Agreements with Xcel, Comcast, Qwest (excluding franchises)
11. Development regulations
12. Environment, energy and sustainability
13. Retail and small business development
14. Oil and gas regulations
15. Environmental sustainability
16. City building codes
17. City zoning (Includes noise, after-hours uses and sign regulations)
18. Annual reports from the following boards and commissions:
    a. Board of Adjustment & Appeals
    b. Business Advisory Board
    c. Oil and Gas Advisory Committee
    d. Planning & Zoning Commission

Public Relations/Communications, Tourism, Libraries, Boards and Commissions and Citizen Groups Committee

1. External community relations
2. Communications
3. Libraries and cultural services
4. Special and/or cultural events and venues
5. Visit Aurora

6. Citizen groups
7. Annual reports from the following boards and commissions:
    a. Art in Public Places Commission
    b. Aurora Commission for Seniors
    c. Aurora Fox Arts Center Board
    d. Aurora Youth Commission
    e. Cultural Affairs Commission
    f. Historic Preservation Commission
    g. Human Relations Commission
    h. Immigrant and Refugee Commission
    i. Library Board
    j. Veterans Affairs Commission
8. Buckley Air Force Base

Public Safety, Courts and Civil Service Committee

1. Traffic ordinances
2. Courts
3. Police
4. Fire
5. Jail
6. Restorative Justice/Diversion/Teen Court (R2022-85)
7. Homeland security
8. Department of Justice (DOJ) investigation (R2022-85)
9. Office of Emergency Management
10. Public Safety Communications
11. Surcharges and NEXUS funding
12. Annual reports from the following boards and commissions:
    a. Civil Service Commission
    b. Independent Review Board
    c. Judicial Performance Commission
    d. Public Defender Commission

Water Committee

1. Water demand/supply determinations
    a. Protection of existing water rights portfolio
    b. Development of integrated resource plan
    c. Monthly supply tracking
2. Water/Wastewater compliance requirements

a. Compliance with Clean Water Act and Safe Drinking Water Act
b. Compliance with Endangered Species Act, National Environmental Policy Act (NEPA), Wild and Scenic Act, etc.
c. Compliance with state, county and local permitting requirements

3. Water conservation programs
4. Capital project construction/operation
    a. Storage
    b. Pumping and conveyance
    c. Treatment
5. Development of rates and fees
6. Storm Water
    a. Compliance with state and federal permits
    b. Storm water rates and charges
7. Annual reports from the following boards and commissions:
    a. Citizens Water Advisory Committee
    b. Metropolitan Wastewater Reclamation District Board (City's representatives)

Policy Committee Guidelines Chart

DEPARTMENT/PROGRAM	POLICY COMMITTEE
Aid to Agencies With a Nexus to Law Enforcement	Public Safety, Courts and Civil Service
Aurora Water	Water
Boards and Commissions	Public Relations/Communications, Tourism, Libraries, Boards and Commissions and Citizen Groups
City Attorney	Management and Finance
City Council	Management and Finance
Civil Service Commission	Public Safety, Courts and Civil Service
Communications	Public Relations/Communications, Tourism, Libraries, Boards and Commissions and Citizen Groups
Court Administration	Public Safety, Courts and Civil Service
Finance	Management and Finance
Fire	Public Safety, Courts and Civil Service
Fleet and Purchasing	Management and Finance
Facilities Management	Transportation, Airports and Public Works
General Management	Management and Finance
Human Resources	Management and Finance
Information Technology	Management and Finance
Judicial	Public Safety, Courts and Civil Service
Library and Cultural Services	Public Relations/Communications, Tourism, Libraries, Boards and Commissions and Citizen Groups
Neighborhood Services	Housing, Neighborhood Services and Redevelopment
Parks, Recreation and Open Space	Parks, Foundations and Quality Of Life
Planning and Development Services	Planning and Economic Development
Police	Public Safety, Courts and Civil Service
Public Defender	Public Safety, Courts and Civil Service
Public Safety Communications Center	Public Safety, Courts and Civil Service

Appendix B. – Boards & Commission Selection Process

Sec. 1. Nominations and Appointments to Boards and Commissions.

Unless otherwise provided by Charter all boards and commissions shall be appointed by City Council. All members shall be subject to removal by Council at Council's pleasure and at any time without cause. Section 2-765 of the City Code has a summary list of all boards and commissions and has a reference to their enabling legislation so that appointment requirements, if any, other than the general rule, are indexed and can be easily accessed.

Boards and commissions shall follow standard interview procedures established by the City Clerk unless a Charter or Code provision dictates otherwise. At a minimum each board or commission shall interview two applicants per vacancy so long as that number has applied. The minimum number of interviews may be waived if there are an insufficient number of qualified applicants at the time the vacancy is to be filled. City Council maintains full discretion to nominate and appoint whomever they desire, within the established parameters of the enabling legislation, to fill any vacancy.

Sec. 2. Selection Process.

Nominations and appointments by City Council at a Regular Session of City Council to boards and commissions shall be done according to the board/commission selection process for appointments and nominations.

Appointments:

1. When the number of applicants is equal to the number of available openings, the motion shall be for appointment: "I move to appoint (individual(s)) to (name of board)."
2. The motion must be seconded.
3. At this point, the vote is for appointment and having achieved six votes, no further action need be taken.
4. A motion for appointment may include the names of all persons under consideration for appointment.

Nominations:

1. When the number of applicants is greater than the number of available openings, the first step shall be to nominate a person. Nominations do not require a second: "I move to nominate (individual) to (name of board)."
2. Multiple nominations can be made by motion.
3. When all the applicants have been nominated, there shall be a motion to close the nominations with a second.
4. Upon an affirmative vote to close the nominations, the Mayor shall call for a vote on the nominations.

5. Voting shall occur as follows:
    a. Each person's nomination shall be voted on separately, in the order nominated.
    b. Each Council Member gets one vote.
    c. Nominees receiving six votes shall be considered eligible for appointment. (It may take several rounds to reach this threshold. At each round, the applicant receiving the fewest votes is removed from consideration.)
6. When the number of persons nominated equals the number of available openings, then one motion can be made (and seconded) to appoint those persons to the board: "I move to appoint (individual(s)) to (name of board)."

Please Note: When the number of applicants is greater than the number of available openings, it is possible to make a motion to appoint instead of a motion to nominate. If that motion is seconded, then the appointment process takes precedence over the nomination process.

Appendix C. – City Council Respectful Workplace Policy

The Aurora City Council is committed to providing and maintaining a professional work environment and to preventing and addressing discrimination, harassment, and retaliation in the workplace. This Policy applies to all Members of City Council, the Mayor, and Council Appointees.

Definitions.

1. "Council Appointee" for purposes of this Policy means any person appointed to their position, whether an employment position or volunteer position, directly by the Aurora City Council and includes but is not limited to the City Manager, the City Attorney, the Court Administrator, the Presiding Judge, and members of the City of Aurora's Boards and Commissions.
2. "Discrimination" means an adverse employment action taken based on one or more of an employee's protected characteristics. Adverse employment actions include, but are not limited to, termination, suspension, demotion, pay determinations, and failure to promote.
3. "Harassment" means verbal, visual, or physical conduct directed toward a person or group that: (1) was directed at a person or group because of that person's or group's membership in, or perceived membership in, a protected class; (2) was offensive to the other person or group; (3) would be offensive to a reasonable individual who is a member of the same protected class; and (4) one or more of the following applies: (a) submission to such conduct is made either explicitly or implicitly a term or condition of a person's employment; (b) submission to or rejection of such conduct by a person is used as the basis for employment decisions affecting that person; or (c) such conduct has the purpose or effect of unreasonably interfering with a person's work performance or creating an intimidating, hostile, or offensive working environment.
4. "Protected characteristics" means a person's race, color, religion, creed, national origin or ancestry, sex, sexual orientation, gender identity, gender expression, disability, genetic information, military status, age, marital status, pregnancy or related condition, or any other status protected under federal, state, or local law.
5. "Retaliation" means materially adverse action taken because a person has opposed any practice prohibited by this Policy or under federal, state, or local equal employment laws; or because they filed a complaint under the Policy or a charge of discrimination or harassment with a government agency; or because they testified, assisted, or participated in any manner in an investigation, proceeding, or hearing conducted pursuant to this Policy or federal, state, or local equal employment laws. For purposes of retaliation, an action is

considered to be materially adverse if it would dissuade a reasonable employee from making a complaint of discrimination or harassment.

6. "Sexual harassment" means unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature where: (1) submission to such conduct is made either explicitly or implicitly a term or condition of a person's employment; (2) submission to or rejection of such conduct by a person is used as the basis for employment decisions affecting that person; or (3) such conduct has the purpose or effect of unreasonably interfering with a person's work performance or creating an intimidating, hostile, or offensive working environment.

Harassment, Including Sexual Harassment, Prohibited.

1. Members of City Council, the Mayor, and Council Appointees are prohibited from harassing, or sexually harassing, other Council Members, the Mayor, Council Appointees, City employees or other individuals with whom they come into contact.
2. Harassment encompasses a broad range of conduct and can be verbal, visual, or physical in nature; no exhaustive list is possible, but the following examples illustrate types of conduct that are prohibited by the Policy:
    a. Cartoons, posters, calendars, notes, letters, objects, e-mails, or texts containing sexual content or innuendo or that stereotype, demean, or show hostility toward a person or group because of their protected characteristics or are directed at a person due to their protected characteristics;
    b. Comments, jokes, foul or obscene language of a sexual nature, gossiping or questions about another's sex life, or repeated unwanted request for dates;
    c. Physical gestures and other nonverbal behavior, such as unwelcome touching, grabbing, fondling, kissing, massaging and brushing up against another's body;
    d. Epithets, derogatory comments, or slurs directed at a person or group because of their protected characteristics;
    e. Acts, jokes, gestures, or physical aggression directed at a person or group due to their protected characteristics.
3. A series of incidents considered together may constitute harassment even if individual incidents on their own would not rise to the level of unlawful harassment. Harassing conduct need not rise to the level of unlawful harassment to warrant corrective action under this Policy.

Discrimination Prohibited.

1. The City of Aurora and Aurora City Council prohibit discrimination in all aspects of employment, including the application and selection process, during employment, and separation from employment.
2. The following non-exhaustive examples illustrate actions that are prohibited by this Policy:
    a. An employee is not promoted because of their race.
    b. An employee is chosen for a layoff due to their age (40+).
    c. A qualified employee with a disability is denied reasonable accommodation or the ability to engage in the interactive process so that they can perform the essential threat.
    d. A candidate is not hired for a position because they are pregnant.

Prohibited Retaliation.

1. The City of Aurora and Aurora City Council prohibit retaliation.
2. Examples of Retaliation: The following non-exhaustive examples illustrate actions that are prohibited by this Policy where taken, in whole or in part, due to a person's protected activity:
    a. Demotion, suspension, termination, or denial of a promotion;
    b. Exclusion from beneficial networking or other opportunities;
    c. Abusive verbal or physical behavior;
    d. Disparaging a person to colleagues or peers, potential new employers, or the media; or
    e. Changing the person's job assignment or responsibilities.
3. Retaliatory conduct need not rise to the level of a materially adverse employment action to warrant corrective action under this Policy.

Reporting of Harassment, Discrimination, and Retaliation.

1. The Aurora City Council encourages anyone subject to or witnessing conduct in violation of this Policy to immediately report the conduct as outlined in this Subsection. The reporting party may take the following actions:
    a. If the reporting party is comfortable addressing the issue directly with the subject of the complaint, the reporting party may explain to the subject that the behavior is offensive to

the reporting party and request that such behavior be discontinued. If the same or similar behavior occurs in the future, the reporting party must report the behavior as outlined in this Subsection.

b. If the reporting party is not comfortable addressing the issue directly with the subject of the complaint, the reporting party should immediately report the conduct as outlined in this Subsection.

2. Regardless of what action the reporting party chooses to take, anyone receiving a report of a violation of this Policy must follow the reporting procedures as outlined in this Subsection; however, the Council Evaluation Committee may take into account that the reporting party has already addressed the issue with the subject as well as the subject's response and subsequent actions when determining whether investigation and/or corrective action is warranted.

3. A person subject to this Policy who knows of, or receives reports or complaints of, harassment, discrimination, or retaliation by individuals subject to this Policy must immediately report it to the City Manager or City Attorney, who must forward it to the Council Evaluation Committee. If Council Appointee(s) engage in or become aware of acts, or potential acts, of harassment, discrimination, or retaliation and do not take appropriate action pursuant to this Policy or City policy, as applicable, the Council Appointee(s) may be subject to disciplinary action, up to and including termination of employment, or removal from an appointed volunteer position.

4. Members of the public and employees of the City who are not subject to this Policy may also report harassment, discrimination, or retaliation by individuals subject to this Policy by filing a complaint with the City Manager, City Attorney, or Mayor. A complaint may also be filed with the City's Human Resources Department, which must forward the complaint to the City Manager or City Attorney.

5. Reports of harassment, discrimination, or retaliation by a person subject to this Policy received by the City Manager, City Attorney or Mayor shall be forward on to the Council Evaluation Committee. The Council Evaluation Committee, which is comprised of the Mayor, the Mayor Pro-Tem, and the Chair of the Management and Finance Committee shall be responsible for handling any complaints concerning a Council Member, the Mayor, or Council Appointee violating this Policy.

6. Should a member or members of the Council Evaluation Committee have a conflict of interest related to a matter that falls under this Policy, the Council Member(s) having the most seniority and not having a conflict shall be responsible for fulfilling the duties of the Council Evaluation Committee member that had the conflict under this Policy.

Investigation of Harassment, Discrimination, or Retaliation.

1. The Council Evaluation Committee will take prompt and appropriate action in response to a complaint of harassment, discrimination, or retaliation in violation of this Policy. Upon receipt of a complaint pursuant to this Policy, the Council Evaluation Committee will convene a meeting, which may be virtual, within seven (7) calendar days to review the complaint and determine appropriate action.
2. The Council Evaluation Committee may request the City Attorney to retain outside counsel to advise as to whether an investigation is warranted. If the Council Evaluation Committee determines no investigation is warranted, it will notify the complainant and the subject of the complaint of that determination, and its reasons, in writing. If the Council Evaluation Committee determines an investigation is warranted, the City Manager's designee in the City's Human Resources Department will engage an independent investigator. If the Council Evaluation Committee determines no investigation is warranted, the City Manager's designee in the City's Human Resources Department may engage Human Resources consulting services to provide recommendations to the Council Evaluation Committee to resolve the issues brought out in the complaint.
3. The Council Evaluation Committee will notify the complainant and the subject of the complaint once an investigation has begun. Prior to contact from the investigator, the City Manager's designee in the Human Resources Department will send a Notice of Investigation to each complainant, subject, and witness notifying of the investigation and of this Policy, to specifically include the anti-retaliation provisions of this Policy.
4. Upon completion of the investigation, the investigator will send to the outside counsel retained by the City Attorney a report of the investigator's findings. The City Attorney will forward the investigator's report to the Council Evaluation Committee, which will convene a meeting, which may be virtual, within seven (7) calendar days to review the report and determine what recommendations it will make to the full City Council as a result of the investigator's findings. The Council Evaluation Committee may request that the City Manager, or designee, review the report and provide to the Committee in advance any comparable discipline of City employees for consideration. Within fourteen (14) calendar days of the report of findings meeting, the Council Evaluation Committee will distribute the report and make recommendations to the full City Council. The full City Council shall meet with the subject of the complaint at the next scheduled Regular City Council meeting.
5. When the subject of the complaint is a Council Appointee employed by the City, the report and recommendations may be discussed in an executive session, except where the Council Appointee has requested an open meeting. The Council Appointee may attend the executive session.

6. When the subject of the complaint is a Council Member, the Mayor, or a volunteer Council Appointee, an Executive Session may be held to obtain legal advice or to discuss potential settlement negotiations if there is pending or threatened litigation. The Council Member or Mayor accused of violating this Policy may attend the executive session should one be held. No action or decision may occur in the executive session.
7. When the subject of a complaint is the City Attorney, the Council Evaluation Committee should work with the Deputy City Attorney over the Civil Division and may request that outside counsel be appointed to provide legal advice to the Council Evaluation Committee and City Council.

Notice of Investigation Results

1. At the conclusion of the investigation, and within seven (7) days after the Regular City Council meeting referenced in Paragraph (f)(4) above, the Council Evaluation Committee will notify the complainant whether their complaint was sustained. The complainant and witnesses will not be informed as to what discipline, if any, was administered.
2. At the conclusion of the investigation, the subject will be provided a copy of the investigation report, with names and other identifying information of the complainant and witnesses redacted.
3. All other requests for a copy of the investigation report must be submitted through the open records request process, and responses shall comply with the requirements of the Colorado Open Records Act (CORA), C.R.S. § 24-72-201, et seq.

Further Action by Council

1. The City Council is obligated to prevent harassment, discrimination, and retaliation, and to correct any such conduct once discovered.
2. If it is determined that a Council Appointee has violated this Policy, the Council Appointee is subject to disciplinary action up to and including termination of employment. A volunteer Council Appointee may be removed from their appointed position. In addition to any discipline, the City Council may also require that the Council Appointee comply with conditions such as additional training.
3. If it is determined that a Council Member or the Mayor has violated this Policy, they are subject to censure under the rules and procedures set forth in the Conduct Guidelines of the Rules of Order and Procedure for the Aurora, Colorado, City Council or recall by the voters. City Council may also request that the Council Member or Mayor voluntarily comply with recommendations for remediation such as additional training.

Record Keeping

1. Records of complaints (whether oral or written), investigations, and associated documents such as Notices of Investigation, Notices of Investigation results, investigation findings report, Council Evaluation Committee recommendations, and any resulting remedial actions, shall be provided to the City's Human Resources department for retention and tracking in compliance with the requirements of C.R.S. § 24-34-408.
2. Records of such complaints are not public records, as defined in C.R.S. § 24-72-202(6), and are considered personnel records, as defined in C.R.S. § 24-72-202(4.5), and are not open to public inspection pursuant to C.R.S. § 24-72-204(3)(a)(II)(A). Additionally, in accordance with C.R.S. § 24-72-204(3)(a)(X), any record of a sexual harassment complaint or investigation is not open to public inspection except as specified in C.R.S. § 24-72-204(3)(a)(X).

Defense of Harassment, Discrimination, or Retaliation Claims.

1. Legal defense of the City and any Member of Council, the Mayor, or a non-volunteer Council Appointee is governed by Article X of the Charter. Defense of harassment, discrimination, or retaliation claims before administrative agencies or in civil litigation shall be treated in the same manner as all other administrative actions and civil litigation.
2. Council Member(s) and non-volunteer Council Appointee(s) will be provided a defense against harassment, discrimination, or retaliation claims only if they have completed harassment/discrimination prevention training provided by the City prior to any alleged acts of harassment, discrimination, or retaliation.
3. Legal defense for any Member of Council, the Mayor, or non-volunteer Council Appointee will be provided during the investigative process, and may be present during investigatory interviews.
4. Payment of legal fees concerning censure shall follow the rules and procedures set forth in the Conduct Guidelines of the Rules of Order and Procedure for the Aurora, Colorado, City Council.

City of Aurora

Rules of Order and Procedure
for the Aurora, Colorado, City Council

Revised December 1, 2025*

*These rules supersede all previously adopted Rules of Order and Procedure

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AURORA

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RULES OF ORDER AND PROCEDURE
FOR THE AURORA, COLORADO, CITY COUNCIL

In accordance with Article III, Section 8, of the City Charter of the City of Aurora, Colorado, the following Rules of Order and Procedure for the City Council are hereby adopted.

PREFACE

The election of an individual to City Council imposes a heavy responsibility to observe those tenets and requirements which flow from the solemn oath administered at the time of installation to office.

> "Having been duly elected/to the City Council for the City of Aurora, Colorado, I, (_____), do solemnly swear or affirm that I will faithfully and impartially administer the affairs of such office in accordance with the Constitution of the United States of America, the State of Colorado, and the charter and ordinances of the City of Aurora to the best of my judgment and ability, so help me God."

These Rules are predicated both upon the duties and responsibilities contained in the oath of office, and the four core attributes expected to be demonstrated by every City elected official, officer, and employee: integrity, respect, professionalism, and customer service.

A. City Council Meetings

1. Regular City Council Meetings. The City Council[1] will meet in regular session in the Council Chambers of the Aurora Municipal Center on designated Mondays at 6:00pm and on such other days and at such other times as may be chosen by City Council at the last meeting of the calendar year, unless otherwise determined at a prior meeting. Once defined, changes to the calendar can only occur under the Special Meeting Rules set forth in A(2) or with a 2/3 vote of the City Council. At least twenty-four (24) hours prior to the meeting, the City Council shall post the agenda of the meeting in the entryway at the east entrance of the Aurora Municipal Center. The posting location shall be redesignated annually at the last regular City Council meeting of each calendar year. (R2025-146)

2. Special Meetings. A special meeting of the City Council may be called by the Mayor alone or by any six (6) other Council Members. The request shall be made on forms provided by the City Council's Management Analyst. The form shall indicate the Mayor or the names of the Council Members requesting the meeting and shall be transmitted to the City Manager's Office for filing with the City Clerk. The urgency for the meeting shall be set forth on the form as well as the need to vary from the procedure requiring a 2/3 vote under A(1). The notice The special meeting shall be held at a time and place designated in the Call; provided, however, that all Council Members shall be notified at least twenty-four (24) hours in advance of the date, time, place and subject matter of said special meeting. Council Members not receiving twenty-four (24) hours' notice may sign a waiver of this requirement at or subsequent to the meeting. The posting method described above for regular City Council meetings shall also be applicable to any special meeting.

[1] Unless otherwise apparent from the context of a particular rule, the reference to "City Council/ Council Member" shall be construed to include the Mayor.

3. Special Study Sessions. A special study session of the City Council may be called by the Mayor alone or by any six (6) other Council Members. The request shall be made on forms provided by the City Council's Management Analyst. The form shall indicate the Mayor or the names of the Council Members requesting the meeting and shall be transmitted to the City Manager's Office for filing with the City Clerk. The urgency for the meeting shall be set forth on the form as well as the need to vary from the procedure requiring a 2/3 vote under A(1). The notice of the special meeting shall be held at a time and place designated in the Call; provided, however, that all Council Members shall be notified at least twenty-four (24) hours in advance of the date, time, place and subject matter of said special meeting. Council Members not receiving twenty-four (24) hours' notice may sign a waiver of this requirement at or subsequent to the meeting. The posting method described above for regular City Council meetings shall also be applicable to any special meeting.

4. Notice. Notice shall mean personal notification of the Council Member by any two of the following methods: phone; in person; or by transmitting a notice to the Council Member's City electronic mail address at least twenty-four (24) hours in advance of the scheduled meeting time or at the time the decision is made to call the meeting, whichever occurs first.

5. Study Sessions. The City Council will meet in study session at a time to be determined by the City Manager for each meeting on the same designated Mondays as the City Council meets in regular session, and on such other days and at such other times as may be chosen by City Council at the last meeting of the calendar year, unless otherwise determined at a prior meeting. Once defined, changes to the calendar can only occur under the Special Meeting Rules set forth in A(2) or with a 2/3 vote of the City Council. No formal legislative action other than the vote to go into an executive session shall be taken at any Study Session and no quorum shall be necessary. Formal legislative action shall be deemed to be the enactment of an ordinance or the promulgation of a resolution. However, efforts to arrive at a consensus position for the purpose of developing subsequent legislative action shall be permitted. Failure to notify all Council Members shall not adversely affect the calling of a Study Session, provided that the City Council's Management Analyst has used reasonable efforts to notify all Council Members at least twenty-four (24) hours in advance of a Study Session. (R2025-25)

6. Executive Session. An executive session may be called in accordance with state law. Permissible topics for an executive session are:

    a. The purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest; except that no executive session shall be held for the purpose of concealing the fact that a member of the local public body has a personal interest in such purchase, acquisition, lease, transfer, or sale;

    b. Conferences with an attorney for the local public body for the purposes of receiving legal advice on specific legal questions. Mere presence or participation of an attorney at an executive session of the local body is not sufficient to satisfy the requirements of this subsection;

    c. Matters required to be kept confidential by federal or state law or rules and regulations. The local public body shall announce the specific citation of the

statutes or rules that are the basis for such confidentiality before holding the executive session;

d. Specialized details of security arrangements or investigations;

e. Determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators;

f. Personnel matters except if the employee who is the subject of the session has requested an open meeting, or if the personnel matter involves more than one employee, all of the employees have requested an open meeting;

g. Consideration of any documents protected by the mandatory nondisclosure provisions of part 2 of article 72 of title 24, C.R.S., commonly known as the "Open Records Act."

Prior to the time the members of the public body convene in executive session, the City Clerk or designee shall announce the topic(s) of the executive session in accordance with Section 24-6-402(4), C.R.S. Where possible, the agenda of an executive session which contains the topic(s) of the discussion shall be available for public inspection at the municipal records office located on the first floor of the Aurora Municipal Center. An affirmative vote of two-thirds of the quorum present shall be required before entering an executive session. State law governs the circumstances under which recording of an executive session is required. The City Clerk shall be responsible for securing the signature of the Mayor and the City Attorney, if applicable, on the mandatory certification of compliance at the conclusion of every executive session. Council Members shall keep all information, whether written or verbal, from an executive session confidential and shall not discuss or provide such information with/to anyone who was not present in the executive session. A Council Member who was not present during the executive session may listen to the recording of the executive session and shall be subject to the same provisions of confidentiality herein. When appropriate, only the Mayor, City Manager or designee and the Council Appointees may take action based upon activity in an executive session. Backup materials shall be submitted for each executive session item and will be distributed/transmitted to Council Members at least 24 hours prior to the executive session. Council Members may appear remotely at Executive Sessions for the limited purpose of accommodating conditions defined in Section A.9 or an emergency. Council Members appearing remotely for Executive Session shall participate using a secure, private phone line or electronic connection in a private area.

7. Seating. Unless an exception is made pursuant to A(9), only the Mayor, Council Members and their family members (if needed), the City Manager and City Attorney shall be seated on the dais. At the conclusion of: (i) the first regular meeting in December after the municipal elections in odd-numbered years; and (ii) the last regular meeting of the year in even-numbered years, seating locations (Ward and At-Large Council Members) for the subsequent calendar year shall be arranged according to seniority of the Council Members, calculated by the accumulation of the total years and months of Council Member service. The most senior Council Member shall be seated to the left of the City Attorney from the perspective of the dais. The next most senior Council Member shall be seated to the right of the City Manager, and thereafter the seating shall be arranged alternately between left and right until all seats are filled. Alphabetical selection using the last name shall be utilized in lieu of seniority when

multiple Council Members are seated at the same time with the same seniority status. (R2025-146)

a. City Council Members may voluntarily switch seats on the dais with the agreement of all parties involved.

8. Materials Submitted to City Council. The City Council acknowledges that parties appearing before the Aurora City Council frequently wish to provide materials to the City Council in support of a position or argument. However, the City Council is oftentimes unable to assimilate the materials in the context of the decision-making process occurring at the City Council meeting. The City Council will accept and receive into the record the following materials up to and including the City Council meeting itself: A reasonable number of pictures, graphs, petitions (with signatures only), and written materials not to exceed one page per speaker. On the other hand, multiple page materials delivered later than twenty-four (24) hours before the commencement of the City Council meeting will not be considered without a vote to accept. In order to accept and receive into the record materials not delivered by the deadline, the City Council must, by majority vote of the quorum, authorize the acceptance of materials.

9. Reasonable Accommodation. Upon request of a Council Member, the City will provide reasonable accommodations for the Council Member to continue performing their official duties while they are disabled, as defined in the Americans with Disabilities Act and Colorado Civil Rights Act, or when a situation arises that would qualify for accommodation under the federal Family Medical Leave Act, Colorado's Pregnant Workers Fairness Act, or Colorado's Workplace Accommodations for Nursing Mothers Act, unless such accommodation would constitute an undue hardship or direct threat to the City. Such accommodations may include temporary modification of City Council Rules to allow for participation in and voting in City Council Meetings, Study Sessions, and Executive Sessions.

10. Virtual Attendance at Meetings. Council Members may appear remotely, including off camera, at City Council Meetings, Special Council Meetings, Study Sessions, Special Study Sessions, and Executive Sessions. (R2025-47)

B. The Agenda – Study Sessions, Regular Meetings, & Special Meetings

1. Final Agenda. The final agenda (without backup) will be distributed/transmitted to Council Members no later than the Thursday preceding the Monday of regular City Council meetings. Items may be deleted by their initiators prior to the formal adoption of the agenda during the Regular Meeting. No item shall be added after this date unless it has the approval of two-thirds (2/3) of the entire membership of the City Council. If a vote is taken on any item added to the agenda that does not require legal publication, said item must be on the agenda for reaffirmation at the next regularly-scheduled City Council meeting. If legal publication is necessary, the item shall be brought back in accordance with the publication schedule.

2. Authority to Place Items on Agenda.

a. Although items may be requested by other parties, Council Members, City Manager, City Attorney, Chief Public Defender, Presiding Judge, and Court Administrator are the only ones who have authority to place items on the Study

Session and Regular/Special Meeting agendas. Each such item shall indicate the party requesting the item.

b. Backup materials shall be submitted for item in accordance with a schedule to be developed by the City Clerk. The backup materials must be submitted in sufficient time to allow the City Manager to prepare a summary of the item, a history and a fiscal analysis. The City Attorney shall provide a legal statement for each item. When an item is included on an agenda at the request of a Council Member, backup material to be presented by staff as part of the item shall be coordinated with that Council Member. Additionally, any informational presentations presented at Study Session or regular Council Meeting must be included in the backup packet provided to the public before the meeting. An estimated time for presentation shall be given. A request for outside speakers shall also be made. (R2022-227)

c. A Council Member may request a matter brought forward by the City Manager, City Attorney, Chief Public Defender, Presiding Judge, or Court Administrator be sponsored by a Council Member. Prior to the matter being discussed, the sponsorship issue shall be resolved by a majority of those Council Members entitled to vote at that meeting. (R2022-65)

3. Agenda Setting Meeting. The Clerk shall establish a meeting with the Mayor, City Manager and City Attorney to occur prior to the final agenda being sent to Council. The agenda shall be set and times established for each item. Items requested by a Council Member under B(2) shall not be removed from the Agenda without consent of the Council Member making the request.

4. Waivers of Reconsideration and Dual Listing of Agenda items. A request may be made to waive the reconsideration period in B(6) or matters may be listed on the Study Session and Regular Meeting for time sensitive matters. Parties making such a request shall provide the reason should be heard in this manner.

5. Reconsideration. If a motion, resolution or ordinance is passed or defeated by City Council action, it may be reconsidered at the same meeting, a special meeting, or at the next regular City Council meeting by motion from a member who was on the prevailing side. Reconsideration shall be granted only to consider new information and the motion to reconsider shall be made at the appropriate time when the agenda item "Reconsideration and Call-Ups" is under consideration. If the City Council authorizes reconsideration of an item which has previously been the subject of City Council deliberations, the City Council shall specify, as part of the motion, the scope of additional staff work-up and review prior to placement on the agenda. Discussion upon reconsideration shall be limited to the impact of the new information upon the item being considered by the City Council. Whenever a vote is taken to reconsider an item, the item to be reconsidered will return to the agenda for formal action at the next regular meeting unless the motion specifies a different time. Unless a contrary time limitation exists by reason of the Charter, ordinances or City procedures, an issue cannot be placed back on the agenda for six months unless sponsored by at least six (6) Council Members; provided, however, where such issue requires a super-majority[2] vote of the City Council for approval, the issue cannot be placed back on the agenda unless sponsored by a super majority of the Council Members. If any substantive changes are made to the motion, resolution or ordinance, then this will be considered

to be a new issue and can be placed on the agenda by an appropriate sponsor prior to the expiration of the six (6) month period.

6. Reservation of Right to Reconsider. If City Council minutes are not distributed for consideration and approval at the next regularly-scheduled City Council meeting, the right of reconsideration, as set out in subsection B.3., above, will be reserved until the next meeting when the City Council minutes are available for review by City Council.

7. Right of Mayor to Vote. Pursuant to Charter Section 3-2, the Mayor shall not be entitled to cast a vote upon any resolution or ordinance or amendments thereto unless it is to create or break a tie vote. However, the Mayor is entitled to vote on motions including motions regarding parliamentary procedure concerning a resolution or ordinance.

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[2] Unless otherwise apparent from the context of another rule, seven votes shall be required for a super majority or when a 2/3 vote is required.

C. Special Roles

1. Mayor Pro-Tem. The Mayor Pro-Tem shall serve as Mayor in case of the absence of the Mayor. If both the Mayor and the Mayor Pro-tem are absent, the presiding officer shall be chosen from the remaining Council Members on the basis of seniority, calculated by the accumulation of the total years and months of Council Member service. In the event that two or more of the remaining Council Members should be of equal seniority, preference shall be given to an at-large member. If two or more of the Council Members of equal seniority are at-large members, the selection of the presiding officer shall be made by drawing lots. The Mayor Pro-Tem shall be elected from among the members of City Council at the first regular meeting of City Council in December. A Council Member who is interested in serving as Mayor Pro-Tem shall give written notification to the other Council Members on or before November 15 of each year. Among the duties of Mayor Pro-Tem is the duty to arrange location and other logistics for Council Workshops, including setting the agenda of the workshop, after asking for input from City Council. Another duty is to accept donations and make arrangements for special occasions that City Council wants to recognize (i.e., birthdays, deaths, etc.)

2. City Attorney. Any member of the City Council may at any time call upon the City Attorney for an oral or written opinion regarding any question of law.

D. City Council Committees

1. Formation and Selection. The City Council shall establish itself into the following standing Committees:

   a. Federal, State and Intergovernmental Relations
   b. Parks, Foundations and Quality of Life
   c. Housing, Neighborhood Services and Redevelopment
   d. Management and Finance
   e. Transportation, Airports and Public Works
   f. Planning and Economic Development
   g. Public Relations/Communications, Tourism, Libraries, Boards and Commissions and Citizen Groups
   h. Public Safety, Courts and Civil Service

i. Water

No later than the conclusion of the second regular council meeting in December, each Council Member shall submit to the Mayor Pro-Tem his or her top four (4) choices for Committee assignments. Council Members should put as their first choice the Committee they would like to Chair. Wherever possible, priorities of Council Members should be accommodated. Appointments of Council Members to Committees shall take place and become effective on January 1. Each Council Member other than the Mayor and Mayor Pro-Tem shall serve on three (3) Committees. The Mayor, Mayor Pro-Tem, and City Manager serve as ex-officio to each Committee. Ex-officio status shall not entitle that person to act as a chair or vote at a committee meeting. Committee Chairs shall serve for one year, concurrent with the term of the Committee. Current Committee Chairperson(s) may serve subject to re-appointment by the Mayor Pro-Tem for successive terms on the same Committee(s). The Mayor Pro-Tem shall have the final authority in making the official assignments, including Chairpersons and Vice Chairpersons of each Committee. However, after the Mayor Pro-Tem has issued Committee assignments, Council Members may exchange assignments through mutual agreement. Council Members should immediately notify the Mayor Pro-Tem and the City Manager of such exchanges. If it is necessary to fill a vacancy on City Council through an appointment, the new Council Member shall serve on the Committees which were assigned to the Council Member whom he or she replaced. The City Manager shall assign a staff member and a Recording Secretary to work with each Committee. A member of the City Attorney's office shall be assigned to each Committee. The City Council's representative to the Denver Regional Council of Governments and the Colorado Municipal League Board shall serve as ex-officio members of the Federal, State and Intergovernmental Relations Committee if they are not already assigned to the Committee. They may take part in the deliberations but shall not be entitled to vote.

2. Ad Hoc Committees. Ad Hoc Committees may be formed and appointments shall be made at City Council Study Sessions or Workshops with the support of the majority of Council Members in attendance. The Mayor Pro-Tem shall chair any ad hoc committee formed for the purpose of amending the Rules of Order and Procedure for the City Council.

3. Protocol. Committees shall consider items and policy matters relevant to a Committee referred by the City Council as a whole, any Council Member, City Manager, City Attorney, Chief Public Defender, Presiding Judge, or Court Administrator. With the permission of the City Manager, a department director can sponsor an item. As a matter of general practice, proposed ordinances, resolutions or policy matters, other than those referred to executive session, shall be submitted to the appropriate Committee for its review and comment. If a Council Member submits a matter for consideration, and the Committee is thereafter unable to schedule the matter within 45 days, it shall be forwarded directly to a study session. A Committee meeting cannot be held unless a majority of Committee Members assigned to the Committee is present. Committee Members may participate by audio or video conference call. The only exception to this requirement shall relate to the Federal, State and Intergovernmental Relations Committee (FSIR) when, in the opinion of the Chair of the FSIR Committee, it is necessary to convene an emergency meeting in order to be able to respond in a timely fashion to state or federal legislative activity. Such emergency meeting may be held electronically or virtually after appropriate posting. Any Council Member may attend a Committee meeting and take part in the

deliberations but shall not be entitled to vote. Members of the public may attend a Committee meeting and may be permitted to address the Committee at the discretion of the Chair. Committees may not conduct executive sessions (see subsection D.7. for an exception). Committees shall not conduct public hearings unless authorization has been received in advance through a majority vote of the entire City Council at a study session. A "public hearing" shall be construed to be a meeting where public testimony, evidence, and input are actively encouraged through publicity prior to the hearing. A public hearing shall also be characterized by staff involvement in organizing and planning the hearing which will generally involve one subject/issue. It is the City Council's intention that matters which clearly affect the City Council as a whole or a policy with city-wide application should be brought to the whole City Council at a study session rather than having the Committee render a final decision. Committees and their activities and recommendations will not and do not represent the City's formal position which can only occur as a result of a decision(s) made in a study session or a Council meeting. The only exception is the legislative position recommendations made by the FSIR Committee. The recommendation sent forward from a Committee should represent the consensus of all Committee members present. Any dissenting Council Member may request that a minority report be submitted along with the recommendation of the group. If a Committee refers an item to a study session, the Committee should also determine if the item would be appropriate for review by a City board or commission or outside entity. Such review should take place prior to the study session. If an item is referred for review, the outcome of the review should be included in the Council packet provided for the study session.

4. Agenda. The staff, in conjunction with and final approval by the Committee Chair, shall develop an agenda for distribution/transmission to the Committee Members the Friday prior to the Committee meeting. The agenda shall contain, as a preface, the goals for the relevant policy committee. The agenda for every Committee shall conclude with a section entitled "Miscellaneous Matters for Consideration." Important policy issues should not be discussed and resolved during the "Miscellaneous" portion of the Committee agenda since other Council Members will not have had prior notice of the subject matter. This portion of the Committee meeting should be reserved for interaction and input from staff. In the development of the agenda, staff should be sensitive to the time constraints placed upon Council Members who are attending various Committee meetings. The agenda shall include all of the background materials which relate to the agenda item. The agenda for all upcoming Committee meetings shall be posted on the City of Aurora website and contained in the City Manager's weekly memorandum to all Council Members.

5. Consideration of Policy Matters. Each policy item should be assigned to only one Committee. When there is a question as to which Committee is the most appropriate, the Mayor Pro-Tem will consult with the Chairs of the Committees in question to determine which Committee should review the item. Conducting joint meetings shall not be permitted unless approved by a majority vote of the entire City Council. A Committee Chair may elect to bypass a Committee on any item and have it submitted directly to City Council in a study session. The minutes of Committees should be utilized by Council Members to determine whether further review by the City Council as a whole is warranted. If such matter or issue is referred by the City Council as a whole to a particular Committee, the Committee must then refer the matter back to the City Council as a whole at the conclusion of Committee consideration. If a matter has been referred back to a Committee for further study, the Chair of that Committee shall endeavor in good faith to arrive at an accommodation. Whenever a policy matter

is referred to a Committee at the request of a Council Member or Members, staff shall notify the Council Member(s) of the date and time of the Committee meeting.

6. City Representation upon Other Entities and Quasi-Governmental Agencies. The City of Aurora is entitled to have representation upon other entities and quasi-governmental agencies through the presence of one or more Council Members or other designees. For purposes of this section, other entities and quasi-governmental agencies shall be deemed to be the following: (R2025-146)

    a. Accelerate Colorado
    b. Adams County Airport Coordinating Committee (ACC)
    c. Aerotropolis Regional Transportation Authority (ARTA)
    d. Aurora Economic Development Council (AEDC)
    e. Aurora Mental Health
    f. Centennial Airport Community Noise Roundtable
    g. Cherry Creek Basin Water Quality Authority
    h. Colorado Air and Space Port
    i. Colorado Municipal League Policy Committee (CML)
    j. Denver Regional Council of Governments (DRCOG)
    k. E-470 Public Highway Authority
    l. Fitzsimons Redevelopment Authority (FRA)
    m. Highline Canal Working Group
    n. I-70 Regional Economic Advancement Partnership (REAP)
    o. Mile High Behavioral Health Care/Comitis
    p. Sand Creek Regional Greenway
    q. Sister Cities International
    r. Spirit of Aurora
    s. Urban Drainage and Flood Control District (Mayor Pro-Tem)
    t. Arapahoe County Region 9 Opioid Abatement Council
    u. Adams County Region 9 Opioid Abatement Council
    v. Douglas County Region 9 Opioid Abatement Council

    The Mayor shall appoint a representative(s) to the following ad-hoc and quasi-governmental agencies:

    a. Adams County Economic Development (ACED)
    b. Aurora Housing Authority
    c. Lowry Community Advisory Committee
    d. Lowry Denver/Aurora Coordinating Committee
    e. Lowry Redevelopment Authority
    f. Visit Aurora

    Appointments as the City's representative to any outside entity or agency shall be accomplished by a majority vote of the entire City Council. The appointment may take place at the study session portion of the agenda. The City's representative to such entity or agency shall, at all times, pursue the best interests of the City with respect to any matter which comes before the entity or agency for decision, whether acting in his or her capacity as the City's representative or as a member of the entity's or agency's executive board or council. The representative shall not be required to obtain the advice and consent of the City Council prior to voting on any such matter. Nevertheless, the representative shall endeavor to report to the entire City Council

items of significance to the interest(s) of the City whether prior to or after formal agency action. Expenses for Council Members to attend local dinners organized by nonprofit associations of local governments (e.g., Adams County Council of Governments (ADCOG), Colorado Municipal League (CML) and Denver Regional Council of Governments (DRCOG)), or other local governing bodies (e.g., city councils and county commissions), or events where the Mayor is a featured speaker, will be covered by the City as a general expense.

7. Council Appointee Evaluation and Compensation Committee. In order to assure a comprehensive approach to Council Appointee evaluations and compensation decisions, a Council Committee on Evaluations and Compensation is established with the following duties and obligations. The Committee shall be composed of the Mayor, the Mayor Pro-Tem, and the Chair of the Management and Finance Committee. The Committee shall also be responsible for initially handling any complaints and/or discipline involving a Council Appointee and, for purposes of the City Council Respectful Workplace Policy set forth in Appendix I, any complaints and/or discipline involving a Council Member or the Mayor, for the purpose of making recommendations to the full City Council. The Committee may ask the City Attorney to retain outside counsel and may ask the City Manager to retain Human Resources consulting services to provide guidance on personnel matters stemming from Council Appointees, whether or not those matters fall under the Respectful Workplace Policy set forth in Appendix I. The Committee shall conduct any relevant research for purposes of determining compensation, benefits, and if applicable, severance package(s) utilizing data from other governmental agencies. The Committee shall be responsible for receiving input from the Council Appointees and providing feedback to the Appointee relative to performance issues on a timely basis in cooperation with the full City Council. After the full Council has made their decision concerning Appointee compensation and benefits for the ensuing year, the Committee shall schedule and hold a meeting with each Appointee to convey the decision and any other pertinent information within seven working days. Notwithstanding any other provision of the Council Rules of Order and Procedure, the Committee shall be entitled to go into executive session for the discussion of personnel matters involving the Appointees, so long as all applicable aspects of the State Open Meetings Law, C.R.S. Section 24-6-401, *et seq.* are followed. In the absence of the Mayor, or after a briefing with the Mayor, any member of the Committee shall be empowered to execute written authorizations to administrative staff reflecting official decisions of the City Council regarding Appointee performance reviewed in this subsection D.7. Council comments for Appointees are to be developed collaboratively. The Committee shall also be responsible for evaluating the need for and making recommendations concerning the level and nature of staff support for the Mayor and City Council so as to insure adequate levels of support for the City's elected officials.

E. Parliamentary Procedures

1. Parliamentarian. The City Attorney shall serve as official Parliamentarian and advise the Mayor pertaining to parliamentary procedure, but a final ruling shall be made by the Mayor. The Mayor's ruling shall be final unless overturned by a successful appeal.

2. Debate. Appropriate debate among Council Members shall be limited to the issue or issues before the Council. Attacks of a personal nature by a Council Member against another Member during a Council meeting, Study Session, Workshop, or a Policy Committee Meeting are inappropriate. It shall be the role of the Mayor or

Chairperson, as applicable, to stop and redirect the discussion as needed. (R2022-63)

3. Guide of Procedures. The Mayor and City Attorney shall use as a guide for parliamentary procedures O. Garfield Jones, *Parliamentary Procedures at a Glance*, unless it is in conflict with City Council's Rules of Order and Procedure herein set forth, in which event these Rules shall prevail. The provisions of the Rules of Procedure, including the right to reconsider an item, may be suspended by a two-thirds vote of those present and voting.

4. Order of Business. Council meetings are to conduct business for the city. All citizens are encouraged to contact their Councilperson for matters outside the agenda. The business of all regularly scheduled meetings of the City Council shall be conducted in the following order: (R2025-146)

    a. Invocation/Moment of Silence
    b. Land Acknowledgement
    c. Call to Order
    d. Roll Call
    e. Pledge of Allegiance
    f. Executive Session Update
    g. Approval of the Minutes
    h. Proclamations or Ceremonies
    i. Adoption of Agenda
    j. Public Invited to be Heard (one hour limit)
    k. Consent Calendar
        i. Motions (Mayor may vote upon)
        ii. Resolutions (Mayor may not vote upon Resolutions or Ordinances)
        iii. Finalizing of Ordinances that were unanimous on the prior reading
    l. Public Hearings With or Without Related Ordinances
    m. Introduction of Ordinances
    n. Finalizing of Ordinances that were not unanimous at first reading
    o. Annexations
    p. Reconsiderations and Call-Ups
    q. General Business
    r. Appointments to Boards and Commissions
    s. Reports
    t. Mayor
    u. City Council
    v. Public Invited to be Heard (one hour limit)
    w. Adjournment

5. Public Invited to be Heard is limited to City related topics which are not on the agenda for the regular Council meeting. Persons wishing to address Council during Public Invited to be Heard shall sign up to do so with the City Clerk on a first-come, first-served basis. Except that any individual who, when signing up, provides acceptable proof of Aurora residency to the City Clerk shall be placed in order before those who have not provided such proof. Proof of Aurora residency may include, but is not limited to, a government-issued identification card, utility bill, or lease agreement. Those wishing to address Council may sign up online before 1:00pm on the day of the Council meeting or may sign up in-person with the City Clerk no earlier than 5:00 p.m. on the date they wish to be heard. Those signing up after

5:45pm will be heard in the order they sign up regardless of proof of residency. For the first Public Invited to be Heard portion of the agenda, sign-ups will be accepted until the time the last speaker finishes speaking. For the last Public Invited to be Heard portion of the agenda, sign-ups will be accepted until the item immediately preceding Public Invited to be Heard is finished. During the last Public Invited to be Heard portion of the agenda, order priority will be given to speakers who did not speak during the first Public Invited to be Heard portion of the agenda. Speakers shall provide their first and last name, address, phone number, and email address on the form when they sign up. Speakers shall appear at the Council meeting in-person and speak from the podium in the Council Chambers of the Aurora Municipal Center. Only one person will be permitted at the podium at a time. There may be more than one person at the podium only if a parent accompanies a minor child, an interpreter accompanies a person needing assistance with the English language. Council Members will not interact with speakers but may follow up later at their discretion. Once at the podium, the speaker shall state their true name and whether or not they are an Aurora resident. Speakers shall be limited to a maximum of three minutes of speaking time. The City Clerk or his/her designee will facilitate Public Invited to be Heard. (R2025-146)

a. whenever feasible, individuals or groups wishing to address the same topic are encouraged to coordinate and designate a single spokesperson to present their views on behalf of the group, in order to ensure efficient use of time, thereby giving other speakers the opportunity to be heard on various topics of interest. (R2024-123)
b. If Public Invited to be Heard, or any other part of the regular City Council meeting becomes disrupted to the extent that it jeopardizes the ability to conduct City business and Council decides to move the Council meeting to a virtual format, the City Manager is directed to order the Aurora Municipal Center closed to the public. (R2025-146)
c. Upon a closure of the building during a public comment session, any remaining public comment time will be deemed to have expired. Upon a closure of the building during a regular Council meeting, the City Council meeting will transition to a virtual format, and Council Members will not return to the dais. (R2025-146)
d. If a closure of the building occurs prior to agenda items, members of the public who properly signed up to speak on a specific agenda item will be directed to an alternate location to participate virtually. (R2025-16)

6. Public Comment on Agenda Items. In addition to Public Invited to be Heard on non-agenda items, persons may speak during the regular Council meeting on any item scheduled for consideration on the regular meeting agenda. Speakers may only speak on the specific agenda item. Those wishing to address Council on any scheduled item must sign up online by 1:00pm on the day of the Council Meeting. The 1:00pm deadline does not apply to those signing up for items scheduled as public hearings. Speakers shall provide their first and last name, address, phone number, and email address when they sign up. As indicated in section E.5., those who provide acceptable proof of Aurora residency to the City Clerk shall be placed in order before those who have not provided such proof. The online sign up shall also indicate whether the speaker is for or against the agenda item. That information will then be relayed from the City Clerk to the Council Members by 5:00pm. Speakers shall appear in-person and speak from the podium. There may be more than one person at the podium only if a parent accompanies a minor child, an interpreter accompanies a person needing assistance with the English language. Once at the podium, the speaker shall state

their true name and whether or not they are an Aurora resident. Speakers shall be limited to a maximum of three minutes. (R2025-146)

a. whenever feasible, individuals or groups wishing to address the same topic are encouraged to coordinate and designate a single spokesperson to present their views on behalf of the group, in order to ensure efficient use of time, thereby giving other speakers the opportunity to be heard on various topics of interest. (R2024-123)

7. Council Dialog Limited. Council shall be given opportunity to address staff to exchange contact information when the speaker is at the podium. Council may clarify statements related to any speaker's comments at the conclusion of Public Invited to be Heard but shall not enter into debate with the speakers. (R2025-146)

8. Use of Consent Calendar. Items eligible for consent calendar consideration will be limited to approval of general business items by motion, including contracts, resolutions, ordinances on final reading which were introduced by a unanimous vote of those present on the first reading and final plats approved by the planning commission. Prior to the consideration of the Consent Calendar, the Mayor will ask if any speakers slips have been presented. If so, the Mayor may remove the item from the Consent Calendar and require that a separate vote be taken on the item. In addition, any Council Member may remove an item from the consent calendar for individual discussion and require that a separate vote be taken on the item. Otherwise, all items on the Consent Calendar may be taken under consideration and voted upon as a single item. (R2022-238)

9. Public Hearings. The following public hearing procedures have been adopted in an effort to expedite, accelerate and increase efficiency of meetings at which the public appears to speak on items of a quasi-judicial nature before the City Council, and to attempt to avoid unnecessary confusion, length and dissension at such meetings:

a. Public Hearings.

i. The Mayor declares the public hearing open and outlines the general
ii. procedures under which the item will be considered.
iii. Staff introduces the item, enters all exhibits into the hearing record, presents an analysis of the item, summarizes comments of referral agencies where applicable, and makes a recommendation for City Council action. The Applicant presents the content of the item, including relevant written materials that are submitted in accordance with the requirements of Paragraph A.8. The Applicant's presentation shall be limited to 15 minutes, which time may be apportioned among multiple speakers as the Applicant so chooses.
iv. Members of the public may speak on the specific topic of the public hearing, provided that they have submitted a speaker's slip to the City Clerk prior to the opening of the public hearing. Speakers shall appear in-person and speak from the podium. There may be more than one person at the podium only if a parent accompanies a minor child, an interpreter accompanies a person needing assistance with the English language. Each speaker shall state their true name, whether or not they are an Aurora resident, and indicate whether they support, oppose, or are neutral about the proposal. Presentations by members of the public shall be limited to three (3) minutes. (R2025-57)

v. After hearing all testimony, Council Members may ask questions of those individuals who have testified at the public hearing, including Staff and the Applicant. Both Staff and the Applicant will be given a full opportunity to respond to all questions raised by Council Members and members of the public.

vi. After the question and answer period, the Mayor shall declare the public hearing closed.

vii. After the public hearing is closed, the City Council will discuss the merits of the item. Following the discussion, the Council shall take such action on the item before them as may be permitted by law.

b. Public Hearings for Appeals.

i. The Mayor declares the public hearing open and outlines the general procedures under which the item will be considered.

ii. Staff introduces the item, enters all exhibits into the hearing record, presents the history of the item on appeal, an analysis of the item, and makes a recommendation for City Council action.

iii. The Applicant presents the content of the item, including relevant written materials that are submitted in accordance with the requirements of Paragraph A.8. The Applicant's presentation shall be limited to 15 minutes, which time may be apportioned among multiple speakers as the Applicant so chooses.

iv. The Appellant presents their reasons for the appeal, including relevant written materials that are submitted in accordance with the requirements of Paragraph A.8. The Appellant's presentation shall be limited to 15 minutes, which time may be apportioned among multiple speakers as the Appellant so chooses.

v. Members of the public may speak on the specific topic of the public hearing. Speakers shall appear in-person and speak from the podium. There may be more than one person at the podium only if a parent accompanies a minor child, an interpreter accompanies a person needing assistance with the English language. Each speaker shall state their true name, whether or not they are an Aurora resident, and indicate whether they support, oppose, or are neutral about the item on appeal. Presentations by members of the public shall be limited to three (3) minutes. (R2025-57)

vi. After hearing all testimony, Council Members may ask questions of those individuals who have testified at the public hearing, including Staff, the Applicant, and the Appellant. Staff, the Applicant, and the Appellant will be given a full opportunity to respond to all questions raised by Council Members and members of the public.

vii. Both the Applicant and the Appellant shall be given the option to make closing remarks, which shall be limited to three (3) minutes each. Neither party is required to provide closing remarks.

viii. After the question and answer period and any closing remarks, the Mayor shall declare the public hearing closed. At this time, at the request of City Council, Staff may review the criteria for reviewing the item on appeal.

ix. After the public hearing is closed, the City Council will discuss the merits of the item on appeal. Following the discussion, the Council shall review the appeal based on the standards and criteria and the record of decision and shall act to uphold, modify, or overturn the decision as necessary to bring the decision into compliance with the standards and criteria. (R2023-126)

10. Nominations and Appointments to Boards and Commissions. Unless otherwise provided by Charter all boards and commissions shall be appointed by City Council. All members shall be subject to removal by Council at Council's pleasure and at any time without cause. Section 2-765 of the City Code has a summary list of all boards and commissions and has a reference to their enabling legislation so that appointment requirements, if any, other than the general rule are indexed and can be easily accessed.

    Boards and commissions shall follow standard interview procedures established by the City Clerk unless a Charter or Code provision dictates otherwise. At a minimum each board or commission shall interview two applicants per vacancy so long as that number has applied. The minimum number of interviews may be waived if there are an insufficient number of qualified applicants at the time the vacancy is to be filled. City Council maintains full discretion to nominate and appoint whomever they desire, within the established parameters of the enabling legislation, to fill any vacancy.

    Nominations and appointments by City Council at a Regular Session of City Council to boards and commissions shall be done according to the board/commission selection process for appointments and nominations found in Appendix F.

F. Ordinances, Resolutions, Amendments

1. Ordinances. An ordinance is the formal legislative document which establishes the law of the City and remains in effect until otherwise rescinded or amended by the City Council. The City Clerk shall read the title of the ordinance for consideration by City Council. Related ordinances may be acted upon as one item after the titles are read in series by the City Clerk.

2. Resolution. A resolution may be used for a statement of policy or other matters which are not required to be adopted by ordinance. The topic of any resolution shall not include International Issues or Concerns. (R2024-29)

3. Amendment. Whenever possible, Council Members are encouraged to prepare and distribute any proposed amendments to ordnances and resolutions at least 24 hours in advance of the meeting at which such ordinance or resolution is being considered. Occasionally, an informal procedure may be followed whereby the proponent of a motion may accept, with the consent of the seconder, amendments to the motion without submitting the same to a vote.

4. Motions. Motions are the mechanism by which items are brought before City Council for its consideration or action thereon. A motion to defer or to table an item shall be debatable.

5. Proclamations. A Proclamation is a document signed by the Mayor, which proclaims a special event, or recognition of a person or group, usually for a specific time period. (See Appendix F for process) (R2022-85)

6. Voting; Conflicts of Interest. Every Council Member present at a City Council meeting must vote on every item before City Council unless it would constitute a conflict of interest. A Council Member may abstain from a vote on the approval of the minutes if the Council Member was not present at the prior meeting. A Council Member who has

a conflict of interest as otherwise defined in these rules, the City Charter, the City Code and the City's Standards for Conduct, in any matter proposed or pending before the City Council shall disclose the fact to the members of City Council and shall not vote thereon, and shall refrain from attempting to influence the decisions of the other Members of the governing body in voting on the matter. Even though a financial conflict of interest may not exist, a Council Member shall disclose if they sit on the board of directors or a hold a similar position before voting on a matter involving that entity. Council Members may consult with the City Attorney to obtain an advisory opinion prior to any such vote. If a Council Member chooses to vote and utilize the notification to the Secretary of State provision found in state law and City Resolution, the Council Member shall notify the Secretary of State pursuant to state law and notify the Mayor and other members of City Council prior to the commencement of the City Council meeting. (R2022-85, R2023-29)

a. Rule Statement. This City Council conflict of interest rule is designed to provide a procedure and identify potential conflicts of interests in decisions made by the City Council. Since it is not possible to write a rule that covers all potential conflicts, the members of City Council are expected to be alert for and avoid situations that might be construed as conflicts of interests. (R2022-85)

b. Conflicts of interest are specifically addressed in Section 1-44 of the Aurora Municipal Code and are defined therein. (R2022-85)

c. Violations of the Conflict of Interest Rule. If the City Council has reasonable cause to believe an interested person has failed to disclose an actual or possible conflict of interest, the City Attorney shall inform the interested person, provide an opportunity for explanation and investigate further, if necessary. The City Council may take appropriate disciplinary and corrective action against any interested person in violation of the conflict of interest rule as outlined in the conduct guidelines in Appendix G. (R2022-85)

7. Tie Votes. If any matter is defeated by reason of a tie vote, it shall be rescheduled for action at the next regularly-scheduled City Council meeting unless a motion to reschedule it to a different time is adopted. If the subsequent consideration again results in a tie vote, the item shall be considered defeated and the item shall only be considered again in conformance with the provisions of subsection B.3 of these Rules.

8. Sixth Vote. If, due to the absence of one or more Council Members at any regular or special meeting of the City Council, the final passage of any ordinance supported by the majority of Council Members then present fails for lack of a sixth vote, such ordinance shall be rescheduled for action at the next regularly-scheduled City Council meeting.

G. City-Supplied Equipment and Expenses for Official Business

1. Equipment. The City shall provide the following equipment to members of the City Council - everything else is to be paid for from the stipend:

a. Complete computer set-up (including software, modem, monitor, and printer/fax; additional equipment or accessories may be provided as technology warrants)
b. iPad or equivalent
c. Name tags (as required) (R2022-84)

d. Stationary products (including paper, envelopes, business cards, labels file folders etc.)
e. Information technology department support for equipment used for official city business

2. Expenses. The City shall provide a monthly stipend to members of the City Council for the following services:

a. Portable voice and data services for portable devices and for the home
b. High-speed internet
c. Other incidental elected official-related expenses

Council members shall receive a monthly automobile expenses allowance, the amount to be established by the Finance Director, which shall fund anticipated monthly vehicle related expenditures including insurance, fuel, parking and maintenance. (R2022-84)

3. Community Meetings. In order to hold Ward or community meetings, City Council shall be provided up to $400 per calendar year for Ward Council Members and $200 per calendar year for At-Large Council Members for reimbursement of expenses associated with the holding of the meeting. The cornerstone of successful representative government is the ability of an elected official to effectively communicate with their constituency. The City will provide for printing and mailing costs of constituency education. In order to conserve limited resources, the maximum mailing support service shall be one time per month with a maximum number of 2,400 pieces per year and with any item costing in excess of regular first class postage counting double. Annual printing support shall be limited to 3,600 pieces. Council Members shall be provided with a proof prior to any printing or mailing. The City will provide staff support and resources to Council Members wanting to distribute newsletters on a monthly basis. To ensure adherence to state laws and city ordinances, a legal review of content shall occur within three business days of city staff receiving the newsletter from a Council Member. Any publications/postage supported by any City funds shall not urge voters to support or vote in favor or against any ballot issue or candidate.

H. Listing of Appendices

1. Appendix A: City Council Policy Committees

2. Appendix B: Council Committee Meeting Minutes and Notes

3. Appendix C: Conference and Travel

4. Appendix D: Council Workshop Guidelines

5. Appendix E: Tables at Sponsored Events

6. Appendix F: Public Acknowledgements

7. Appendix G: Conduct Guidelines

8. Appendix H: Boards/Commission Selection Process Appointments and Nominations

9. Appendix I: City Council Anti-Harassment Policy

APPENDIX A
CITY COUNCIL POLICY COMMITTEES

The following guidelines should be utilized in determining the subject matter assigned to each Council Policy Committee. In addition to the topics listed, all improvements, facilities or equipment to be financed should be brought forward to the committee assigned to the division or department. These are to be considered guidelines only. Issues and programs may be considered by or referred to Committees based on the overall best interest of the Council policy process by mutual agreement of the Committee Chairs and the City Manager.

A. Federal, State and Intergovernmental Relations Committee (FSIR)

The Federal, State and Intergovernmental Relations Committee shall recommend objectives and initiatives in the following areas:

1. Liaisons
   a. Colorado Municipal League
   b. National Organization to Insure a Sound-Controlled Environment (NOISE)
   c. Denver Regional Council of Governments (DRCOG)
   d. Adams County Council of Governments (ADCOG)
   e. Arapahoe County Council of Governments
   f. Metro Mayors Caucus
   g. Colorado Department of Transportation (CDOT)
   h. Cherry Creek Basin Water Quality Authority
   i. National League of Cities

2. State Legislature

3. Ballot issue resolutions

4. Federal matters (grants, legislative lobbying strategies, etc.)

5. Collaboration with the Aurora Public School and Cherry Creek School Districts, Community College of Aurora (CCA) and other educational institutions on issues which improve efficiency as well as educational outcomes

6. Aurora Sister Cities International

B. Parks, Foundations and Quality of Life Committee

The Parks, Foundations, and Quality of Life Committee shall recommend objectives and initiatives in the following areas:

1. Partnerships with the non-profit community, task force and other jurisdictions concerning healthy community initiatives and housing needs

2. Spirit of Aurora

3. Parks, Recreation and Open Space

4. Golf Enterprise

5. New regional and community park plans
6. Major parks capital improvements

7. Annual reports from the following boards and commissions:
   a. Golf Course Advisory Committee
   b. Open Space Board
   c. Parks & Recreation Board

C. Housing, Community Services and Redevelopment Committee

The Housing, Community and Redevelopment Committee shall recommend objectives and initiatives in the following areas:

1. Neighborhood stability and code enforcement
   a. City housing and animal codes
   b. Policies and procedures of code enforcement

2. Youth Service Programs (R2022-85)

3. Incentives for redevelopment

4. Urban renewal projects
   a. Redevelopment policies
   b. Economic development and business/Chamber groups (urban renewal)

5. Community housing needs
   a. Community development programs (including housing counseling and homelessness prevention programs)
   b. Programs to address the foreclosure issue (including vacant property registration and the Neighborhood Stabilization Program)

6. Homelessness concerns (R2022-85)

7. Programs to strengthen and enhance neighborhood organizations and address neighborhood and business community issues including:
   a. Neighborhood liaison programs, including the Neighborhood Fence Replacement Program
   b. Graffiti
   c. Citizens' Code Enforcement Academy
   d. Learn about Aurora, Neighbor to Neighbor roundtables, and the Neighborhood Referral Program

8. Annual reports from the following boards and commissions:
   a. Aurora Housing Authority
   b. Building Code, Contractors Appeals & Standards Board
   c. Citizens Advisory Committee for Housing & Community Development

D. Management and Finance Committee

The Management and Finance Committee shall recommend objectives and initiatives in the following areas:

1. Financial Matters including:
   a. Budget
   b. Long-term financial planning/strategies
   c. Debt policy and management
   d. Investment policy and management
   e. Serve as Council's Audit Committee, including review of audits
   f. Internal controls
   g. Pensions
   h. Purchasing and contracting

2. Human Resources matters including:
   a. Personnel rules and regulations
   b. Risk management

3. Information Technology and general automation matters including:
   a. E-government policy/strategy and associated services to citizens (where not operationally specific)
   b. Automation improvements for efficiency and effectiveness

4. City Clerk operations, including:
   a. Election processes
   b. Redistricting
   c. Council Rules and Procedures
   d. Document storage and retention policies

5. Marijuana Funding (R2022-85)

6. Annual reports from the following boards and commissions:
   a. Career Service Commission
   b. Citizens' Advisory Budget Committee
   c. Election Commission
   d. General Employees Retirement Board

E. Transportation Airports and Public Works Committee

The Transportation, Airports and Public Works Committee shall recommend objectives and initiatives in the following areas:

1. Transportation
   a. Regional Transportation District (RTD) FasTracks – I-225 light rail transit (LRT) and east corridor commuter rail
   b. CDOT – I-225 widening, I-225/Colfax/17th Place interchange, I-70
   c. E-470 Public Highway Authority
   d. CDOT
   e. Denver regional council of governments (DRCOG)
   f. Aerotropolis Regional Transit Authority

2. Airports
   a. Denver International Airport (DIA)
   b. Centennial Airport
   c. Colorado Air and Space Port
   d. Federal Aviation Authority (FAA) airport noise

3. Public Works
    a. Street overlays
    b. Annual snow removal plan
    c. Major capital improvements
    d. Street conditions/maintenance

F. Planning and Economic Development Committee

The Planning and Economic Development Committee shall recommend objectives and initiatives in the following areas:

1. City/development task force
2. Comprehensive plan
3. Annexations
4. Land use
5. Growth and development policies
6. Working with economic development and business/Chamber groups (primary)
7. Incentives for economic development
8. Creating a climate for positive business development
9. Job creation and retention
10. Agreements with Xcel, Comcast, Qwest (excluding franchises)
11. Development regulations
12. Environment, energy and sustainability
13. Retail and small business development
14. Oil and gas regulations
15. Environmental sustainability
16. City building codes
17. City zoning (Includes noise, after-hours uses and sign regulations)
18. Annual reports from the following boards and commissions:
    a. Board of Adjustment & Appeals
    b. Business Advisory Board
    c. Oil and Gas Advisory Committee
    d. Planning & Zoning Commission

G. Public Relations/Communications, Tourism, Libraries, Boards and Commissions and Citizen Groups Committee

The Public Relations/Communications, Tourism, Libraries, Boards and Commissions and Citizen Groups Committee shall recommend objectives and initiatives in the following areas:

1. External community relations

2. Communications

3. Libraries and cultural services

4. Special and/or cultural events and venues

5. Visit Aurora

6. Citizen groups

7. Annual reports from the following boards and commissions:
   a. Art in Public Places Commission
   b. Aurora Commission for Seniors
   c. Aurora Fox Arts Center Board
   d. Aurora Youth Commission
   e. Cultural Affairs Commission
   f. Historic Preservation Commission
   g. Human Relations Commission
   h. Immigrant and Refugee Commission
   i. Library Board
   j. Veterans Affairs Commission

8. Buckley Air Force Base

H. Public Safety, Courts and Civil Service Committee

The Public Safety, Courts and Civil Service Committee shall recommend objectives and initiatives in the following areas:

1. Traffic ordinances

2. Courts

3. Police

4. Fire

5. Jail

6. Restorative Justice/Diversion/Teen Court (R2022-85)

7. Homeland security

8. Department of Justice (DOJ) investigation (R2022-85)

9. Office of Emergency Management

10. Public Safety Communications

11. Surcharges and NEXUS funding

12. Annual reports from the following boards and commissions:
    a. Civil Service Commission
    b. Independent Review Board
    c. Judicial Performance Commission
    d. Public Defender Commission

I. Water Committee

The Water Committee shall recommend objectives and initiatives in the following areas:

1. Water demand/supply determinations
    a. Protection of existing water rights portfolio
    b. Development of integrated resource plan
    c. Monthly supply tracking

2. Water/Wastewater compliance requirements
    a. Compliance with Clean Water Act and Safe Drinking Water Act
    b. Compliance with Endangered Species Act, National Environmental Policy Act (NEPA), Wild and Scenic Act, etc.
    c. Compliance with state, county and local permitting requirements

3. Water conservation programs

4. Capital project construction/operation
    a. Storage
    b. Pumping and conveyance
    c. Treatment

5. Development of rates and fees

6. Storm Water
    a. Compliance with state and federal permits
    b. Storm water rates and charges

7. Annual reports from the following boards and commissions:
    a. Citizens Water Advisory Committee
    b. Metropolitan Wastewater Reclamation District Board (City's representatives)

If there is a question about the appropriate Committee for a given item, the following chart provides general guidance. In the event of a conflict, the Mayor Pro-Tem shall consult with the relevant Committee Chairs to make the final determination on Committee jurisdiction.

DEPARTMENT/PROGRAM	COMMITTEE
Aid to Agencies With a Nexus to Law Enforcement	Public Safety, Courts and Civil Service

Aurora Water	Water
Boards and Commissions	Public Relations/Communications, Tourism, Libraries, Boards and Commissions and Citizen Groups
City Attorney	Management and Finance
City Council	Management and Finance
Civil Service Commission	Public Safety, Courts and Civil Service
Communications	Public Relations/Communications, Tourism, Libraries, Boards and Commissions and Citizen Groups
Court Administration	Public Safety, Courts and Civil Service
Finance	Management and Finance
Fire	Public Safety, Courts and Civil Service
Fleet and Purchasing	Management and Finance
Facilities Management	Transportation, Airports and Public Works
General Management	Management and Finance
Human Resources	Management and Finance
Information Technology	Management and Finance
Judicial	Public Safety, Courts and Civil Service
Library and Cultural Services	Public Relations/Communications, Tourism, Libraries, Boards and Commissions and Citizen Groups
Neighborhood Services	Housing, Neighborhood Services and Redevelopment
Parks, Recreation and Open Space	Parks, Foundations and Quality Of Life
Planning and Development Services	Planning and Economic Development
Police	Public Safety, Courts and Civil Service
Public Defender	Public Safety, Courts and Civil Service
Public Safety Communications Center	Public Safety, Courts and Civil Service

APPENDIX B
COUNCIL COMMITTEE MEETING MINUTES AND NOTES

A. Format of Minutes

a. Times New Roman 12-point type is the standard font.
b. Topics should be all caps and bold with a divider line above each topic.
c. Attendance of committee members should be shown at the beginning with a "members present" line.
d. Attendance of key staff and visitors should be shown in a separate line "others present." This line includes any non-member council members (first in this list).
e. Time stamps (R2022-85)

B. Structure and Content of Minutes Regarding Individual Topics

1. Headings. Each discussion topic header should be capitalized and preceded by a double line or other marker to indicate the change of subject. The approval of minutes from the previous meeting should not be identified as a topic. Each discussion topic is summarized into one of three sub-headings:

   a. Summary of Issue and Discussion,
   b. Outcome, and
   c. Follow-up Action.

The minutes should be page-numbered and have a header line that identifies the name of the committee, the date of the meeting and whether the minutes are "Draft – Subject to Approval" or "Final."

2. Summary of Issue and Discussion. The main subject and key elements of the discussion are to be identified in this section. However, the section should be kept as short as possible; brevity will help the reader to identify the issues and key elements more quickly. The focus is on a summary of the material presented in writing or verbally and the issues raised by questioning. Presenters may be quoted when there are key points. Individual Council Members are not normally quoted unless policy issues are being discussed (see additional discussion on this topic later in this section). The key presentation items can often be paraphrased from hard copy documentation backup that is provided since that is typically what the presenter goes over. Ancillary questions and answers that are not closely related to the topic or issue being discussed should not be included in the minutes. In general, questions and responses should be rephrased when appropriate for both brevity and clarity. The minutes should include only those discussions that a reader would find directly relevant to the issues and questions that Council is being asked to resolve. An exception is when a new item is raised during the discussion where Council Members wish to suggest a direction to staff or provide information to the full Council. Such discussion needs to be reported in the minutes. The basis for the Committee's recommendations should be apparent from this section; however, no explanation is needed for non-controversial items where the Committee had no significant comments. This section is usually one to four relatively short paragraphs.

   When a topic is controversial, this section may be expanded and individual Council Members' questions and positions may be identified. This allows the reader (including other Council Members and staff) to see what positions or issues individual Council

Members have. Expanding this section of the minutes is a subjective decision and will typically be made by the staff person assigned to the Committee.

3. Outcome. This should only be a sentence or two long. It briefly reports the Committee's decisions or recommendations. Typical wording is: "The Committee recommended the changes to [the subject matter] and forwarded the matter [or ordinance or resolution] to Study Session for consideration." Any other recommendation, direction or comment that the Committee wishes to forward to Council should also be included here. However, the rationale for the Committee's recommendation should always be reported in the Summary of Issue and Discussion.

4. Follow-Up Action. This is usually a one-sentence description of the follow-up that staff should take and the expected timeframe for that action. Often, the typical wording would be: "Staff will submit the ordinance [or resolution] to Study Session by [estimated timeframe]."

C. Timing. Draft minutes should be prepared as soon as practical after the Committee meeting has been held. If an item discussed at Committee needs to be forwarded to Council in the near future, the item should be prepared separately and reviewed so that the minutes can be attached to the appropriate Council packet.

D. Review of Preliminary Draft. Prior to release of the draft minutes, the preliminary draft of each discussion topic should be reviewed by the Committee Chair for accuracy.

E. Attachment to Council Commentary. When minutes of a Committee meeting are required to be attached to a Council Commentary, the minutes custodian should attempt to provide only that section of minutes appropriate to the Council Commentary subject by temporarily inserting page breaks before and after the appropriate topic and denoting the section of the minutes pertaining to that category. The Committee, the date of the Committee meeting, and whether final or subject to approval minutes should all be part of the minutes header so when the temporary page breaks are inserted, the date and status of the minutes is still printed and identified without additional effort.

F. Circulation of Committee Minutes. The draft minutes should be circulated to the Committee members, Deputy City Manager and staff of the Committee. The draft minute document should have a header line that says: "Draft – Subject to Approval." The draft minutes (which have previously been reviewed by the primary presenters) may be released for purposes of providing required attachment of minutes to appropriate Council Commentaries. Within two weeks of the policy committee meetings, draft minutes should also be distributed/transmitted to all Council Members in the City Manager's weekly memorandum to Council Members prior to their final approval by the Committee. After final approval at the next Committee meeting, the header on the draft-minute document should be changed to "Final." Final minutes should be included in the Council packets, when practicable, as the item moves forward to the City Council and maintained as part of the record for the meeting.

G. Follow-up Re: Assignments. The staff to the committee is responsible for distributing an assignments "follow-up" memo to ensure that the follow-up is timely handled.

H. Recording. A CD, digital recording, or tape of the proceeding should be made. The primary purpose of the recording is to assist the recording secretary preparing the written minutes.

I. Retention. Copies of the final minutes, Committee packets and recordings of the Committee meetings should be sent to the City Clerk's office for retention in accordance with the City's retention schedule.

APPENDIX C
CONFERENCE AND TRAVEL

A. Conferences

1. Attendance. City Council encourages the attendance of Council Members and the Mayor at conferences which will serve to enhance directly their knowledge and ability to carry out their responsibilities in governing the City.

2. Expenses Eligible for Reimbursement. Council Members and the Mayor may use their city credit card or be reimbursed for the following expenses incurred in attending conferences:

   a. Travel. Actual economy class air to destinations outside the State of Colorado, including baggage fees for one standard item and travel insurance, and land travel costs, including taxis, buses and associated tips. Upgrades within economy class are allowed; upgrades from economy class air travel to a higher-level outside of economy for medical conditions or unusual circumstances may be considered and approved by City Council prior to travel.

   b. Registration. Actual conference fees excluding optional entertainment events.

   c. Lodging. Actual lodging costs, including taxes and associated mandatory assessments, may include lodging costs for the night before and the night of the last day of the conference, and any additional period of time necessary to ensure lower travel costs, provided that such costs are less than the travel costs. Weather or other emergency may extend the period of time eligible for reimbursement.

   d. Meals and Incidentals. Council Members and the Mayor will receive a per diem to cover the costs of meals and incidentals in accordance to the reasonable cost for meals and incidentals as determined by the General Services Administration ("GSA").

      The per diem allowance will be used to cover the cost of meals and incidentals on overnight travel. Receipts are not required to support per diem expenditures. Incidentals include meal-related and miscellaneous tips (e.g. baggage handlers, bell hops and housekeeping). The maximum per diem rates for reimbursement of expenses incurred during official travel are established by the United States General Services Administration (GSA) and are based on the fiscal year of October 1 through September 30.

      The per diem is reduced under the following circumstances:

      - When meals have been purchased by the City as part of the registration fee; or

      - When meals have been purchased in relation to the conduct of City business, subject to the submission of a Travel Expense Report including persons in attendance, business purpose and receipts detailing all items purchased.

The reduction should be computed on the Travel Authorization/Expense Report and will equal the per diem rate for the applicable location multiplied by the percentage indicated below. The meal percent reduction is as follows:

MEAL	PERCENT REDUCTION
Breakfast	22%
Lunch	25%
Dinner	53%

Per diem allowances are reduced to 75% of the daily rate on the actual travel dates.

Expenses for meals of non-city employees related to City business are reimbursed at actual cost provided that the reimbursement of such expenses is disclosed to the City Council. (R2022-84)

e. Miscellaneous. Other travel-related expenses may be reimbursed if requested. Receipts are required for expenses equal to or greater than $25.00 each. Reimbursable travel-related expenses include:

i. Rental car costs (including insurance and fuel) upon arrival at a conference site outside the State of Colorado; (R2022-84)

ii. Parking fees;

iii. Any other expenses necessary for the conduct of City business; and

iv. Use of a personal automobile for (i) out-of-state meeting/conference travel or (ii) in-state travel to the Colorado Municipal League (CML) annual conference. Such use of a personal vehicle may be reimbursed at the actual cost of the use of the personal automobile or at the standard mileage reimbursement rate. For out-of-state meeting/conference travel, mileage shall be calculated from the Colorado state border to the destination. For travel to the CML annual conference, mileage shall be calculated from the border of the nine-county membership area of DRCOG (i.e., the counties of Adams, Arapahoe, Boulder, Clear Creek, Douglas, Gilpin, and Jefferson, and the cities and counties of Broomfield and Denver) to the destination.

3. Expenses Not Eligible for Reimbursement. Council Members and the Mayor may not be reimbursed for:

a. Any expenses incurred in the use of a personal automobile for in-state meeting/conference travel. (R2022-84)

b. Alcoholic beverages, including those purchased as part of a meal.

4. Credits. In the event that the conference or other travel plans are canceled and result in a credit being issued the credit for future services, Council Members should notify Council Administrative staff of the credit holder (airline or hotel), amount and expiration date. Council Members should utilize any travel credits from city trips for

future city related business. If the Council Member wishes to, they may reimburse the city for the cost and use the credit for their personal travel. If the Council Member's term ends any unused travel credit should be reimbursed or allowed to expire. (R2022-84)

5. Attendance of Guests. City funds shall not be used to pay any expenses incurred by a spouse or guest of a Council Member or the Mayor in attending any conference except where the conference is deemed to be a special occasion for the Council Member or the Mayor, and the reimbursement of such expenses is approved in advance by the City Council.

6. Travel Authorization/Expense Reports. Council Members and the Mayor, with the assistance of the Mayor/City Council staff, should complete Travel Authorization/Expense Reports no later than thirty (30) days after returning from the conference. Such reports should include all required receipts as provided in this Appendix C. (R2022-84)

7. Reimbursement of the City. If the completed Travel Authorization/Expense Report indicates an amount due, Council Members and the Mayor should reimburse the City within thirty (30) days. Additionally, Council Members using their personal cards may be required to reimburse the city for any advances if their travel plans are canceled and refunds are issued. (R2022-84)

8. Use of City Purchasing Card. The City purchasing card may only be used to pay for travel/meeting/conference expenses. All such expenses shall be shown as having been prepaid by the City on the Travel Authorization/Expense Report. Copies of all related receipts shall be attached to the Travel Authorization/Expense Report.

9. Travel Advances. Advances may be requested for expenses for travel, conference registration, lodging and the amount of the per diem to be spent during the trip, or Council Members and the Mayor may use personal funds and request reimbursement. Any request for an advance shall include all required receipts and other documentation. Requests for a travel advance submitted with all required receipts and other documentation before the close of business on a Wednesday can be expected to be processed within ten (10) business days.

10. Budgeting. Each year, as part of the budget development process, the City Manager shall allocate $7,000 to each Council Member and $11,000 to the Mayor annually, or such other amount as may be determined by the City Council as the budget allows, for attendance at meetings/conferences. Such meetings/conferences must be relevant to issues facing local government. In addition, Council Members that serve on the National League of Cities Policy Steering Committee shall receive an additional allowance to cover expenses for attendance at one Policy Steering Committee meeting per year. It is not permissible to utilize travel and training moneys for attendance at fund raising events sponsored by other organizations.

    Any costs for attendance at meetings/conferences that exceed the dollar limits listed in this paragraph (I) shall be the responsibility of each Council Member and the Mayor with reimbursement of city-paid cost to be made by January 31 following the year of City payment unless otherwise approved by the City Council.

Individual reporting of year-to-date travel expenditures shall be provided on no less than a quarterly basis to each Council Member and the Mayor by the Mayor/Council staff.

11. Use of Unspent Funds. In the event that Council Members or the Mayor do not use their annual allocation, the total unused amount can either be carried over to the next year, only for use by the Council Member or the Mayor who individually carried forward the unused allocation, or returned to the General Fund, subject to appropriation in the ensuing fiscal year. It is impermissible for a Council Member to transfer, loan or otherwise provide funds as between one Council Member's account and another Council Member's account. At the time a Council Member is no longer holding their office, any remaining funds shall escheat to the City General Fund. Council Administrative staff shall maintain records of the unspent funds discussed in this section. (R2022-84)

12. Reporting. Within thirty (30) days following attendance at a meeting/conference, Council Members and the Mayor are encouraged to present an oral report on the meeting/conference at Council Study Session or Council Committee meeting, whichever is appropriate. For any meeting/conference with multiple attendees, a single Council Member or the Mayor may present such report on behalf of the other attendees.

    Council Members and the Mayor shall report appointment to any intergovernmental groups within thirty (30) days at Council Study Session and may seek approval by the City Council to serve as the City's official representative. Such approval shall be recorded in the list of Council Intergovernmental Appointments. The list of Council Intergovernmental Appointments shall be updated as changes occur and shall be reviewed annually by the City Council. (R2022-84)

13. Local Business Expenses: Council and the Mayor may receive a per diem to pay for reasonable cost of meal an incidental prior to attending local business expenses to be deducted from their annual allotment. Local business expenses refer to meetings within the Denver Metro Area to discuss matters of local concern with individuals or persons who have an interest in Aurora local matters. For local business expenses the per diem allocated to the Mayor and Council Members shall be approved in accordance to the reasonable cost for meals and incidentals as determined by the General Services Administration ("GSA") for the Denver/Aurora primary destination. (R2022-84)

14. Review: This policy will be automatically reviewed every two years by the Management and Finance Policy Committee with a recommendation to the full City Council in Study Session. (R2022-84)

APPENDIX D
COUNCIL WORKSHOP GUIDELINES

1. Frequency. In general, Council workshops shall be held three times each year, typically in February, May, and September.

2. Location. Unless modified by Council, two of the workshops shall be held within the City limits of Aurora. With respect to the out-of-town workshop, Council shall endeavor to coordinate the timing and location so as to facilitate interaction with individuals and agencies who are knowledgeable with current issue(s) of importance to the City.

3. Format. Prior to the holding of the workshop(s), Council shall at a study session consider and set the format/protocol of the workshop(s).

4. Open Meetings. In keeping with the City Council's policy of conducting its meetings in an open forum, the time and place of Council workshops shall be made public with notification given, and the press shall be invited to attend all sessions, except those executive sessions which are exempt under state law.

APPENDIX E
Tables at sponsored events

As part of the annual budget development process, the City Council shall allocate sufficient funds as designated items to cover only Council Members' expenses in attending civic organization events. The City shall only purchase a City Council table at a civic organization event where there is a 60% commitment from Council Members to attend the event. If there is no such 60% commitment, a Council Member may utilize funds from his or her monthly stipend or travel and training budget to cover the expenses of attending a civic organization event. Otherwise, where the primary purpose of the civic organization event is fundraising, Council's contingency funds shall not be used to cover Council Members' expenses to attend such an event. If the City has paid expenses to attend a civic organization event and seats are still available five business days prior to such event, the seats shall be available to Council Member guests or City staff on a first-come first-served basis. Otherwise, guests are welcome to attend all such events at their own expense. Any reasonable dues or donations that are required or expected for the Council Member's official representation as a member of another entity or quasi-governmental agency shall be covered or reimbursed by the City as a general expense.

APPENDIX F
PUBLIC ACKNOWLEDGEMENTS

A. Proclamations.

1. Purpose. A Proclamation is a document signed by the Mayor, which proclaims a special event, or recognition of a person or group, usually for a specific time period. Requests are generally received from clubs, organizations, non-profit groups and individuals (internally, locally, statewide and nationwide).

2. Process. Requests are received in the mail, in person and over the phone. Such requests must be accompanied by a Request for Proclamation form. Requests are to be submitted to the Mayor Pro-Tem. The Mayor Pro-Tem will notify, and take comment from, the Council on pending Proclamation requests. The Mayor Pro-Tem will coordinate such requests with the Mayor who will have final approval over Requests for Proclamations. The Mayor Pro-Tem will then report back to Council on the actions taken on proclamation requests. Requests for Proclamations should be acted upon within four weeks from the date of such request.

3. Delivery of the Proclamation. After approval and completion of the Proclamation document by the Mayor's office, the original Proclamation (along with the completed request for Proclamation form) will be given to the Mayor's Assistant. The Mayor's Assistant will contact the group to arrange for either presentation or mailing of the Proclamation. The group may request that the Mayor, Mayor Pro-Tem, or a Council Member, if available, present the Proclamation at a time and place of their choosing. If the group does not make such request, or the Mayor, Mayor Pro-Tem, or a Council Member is not available, the Proclamation will be mailed to a representative. (R2024-77)

B. Ballot Issue Resolutions. A ballot issue resolution either supports or opposes a ballot issue having a direct impact on the City of Aurora or an associated organization. A ballot issue resolution shall first be presented at a study session for a determination whether the resolution has the majority support of Council, which shall be a requirement to the passage of any such resolution. (R2023-82)

C. Letters from the City Council. Letters on behalf of the City Council shall be presented at a study session, and approved by a majority of the entire Council (six members) prior to the distribution of the letter. The Mayor on behalf of the Council shall sign such letter unless otherwise directed by a majority vote.

D. Amazing Aurorans. The Amazing Auroran award is presented to citizens for their personal effort in helping make our community a better place to work and live. Each Council Member may present two awards per quarter. The quarters are established as January-March, April-June, July-September and October-December. Award preparation and distribution will be coordinated with the Council support staff.

APPENDIX G
CONDUCT GUIDELINES

The following items relate to City Council activity and in some cases, City Council – City staff interactions. These guidelines possess the authority of law in the sense that they derive directly from either State statutes or City Charter and Code provisions and City Resolutions; therefore, they are important principles. These guidelines are aspirational in nature; however, the censure of a member of Council by the City Council, acting as a body politic, could occur where a transgression was found to be intentional or reckless. Any potential discipline by the Council can be either mitigated or eliminated by consultation with the City Attorney's Office in cases where the conduct comports with the advice provided by the City Attorney's Office.

A. Treatment of City Staff and the General Public. When interacting with City employees or members of the general public, individual Council Members shall conduct themselves in a professional manner at all times.

B. Decorum. Council members shall limit their discussion or debate to the issue or issues before the Council. Attacks of a personal nature by a Council Member are not permitted. (R2022-63)

C. Treatment of City E-mails. The efficient governance of the City is predicated upon the unfettered ability to communicate among and between City Council and City staff. Much of this communication occurs via the utilization of e-mail. The sharing of City-related e-mail(s) with anyone other than City officers and employees should be carefully considered. For example, a staff-generated e-mail may represent work in progress and/or not a final determination of City management's official position. Any doubt regarding the public dissemination and propriety and sensitivity of a particular e-mail should be discussed with the City Manager's Office prior to disclosure. This provision shall not apply to requests for information from City staff that are contained within the "Council Request" format. Any correspondence, including e-mails, between the City Council and the City Attorney's Office may not be shared without preauthorization by the City Attorney.

D. Use of City-Supplied Computers/Laptops at a Place of Residence or Business. City-supplied computers, laptops, and iPads together with a printer and file cabinet are provided from public funds. Technical support is also provided by City staff. City Council acknowledges that these computers, laptops and iPads, and the data contained therein, may not be assumed to be confidential. Extreme care should be taken in the subject matter of data, either from an output or input perspective from these computers, laptops or iPads. There exists a potential for significant embarrassment to both the individual Council Member and the City Government as a whole, should misuse of these devices occur. Whenever an elected official leaves office, he or she may ask for an evaluation of the market price for any City-supplied equipment for the purpose of purchasing such equipment.

E. Council Letterhead. Council Members should never use their individualized letterhead for a purpose where it could be perceived that preferential treatment is being solicited as a result of having the status of an elected official. The use of City letterhead can be misinterpreted by others as constituting an explicit or implicit endorsement by the City of Aurora. The use of City letterhead is an area where input by the City Attorney's Office may be especially valuable.

As opposed to the use of letterhead denominating individual Council Members, a generic letterhead denominated with the Mayor and City Council is also available. The use of this type of letterhead must not occur unless the Mayor has been notified of its intended use. If the Mayor disapproves of the use of this letterhead, a study session discussion must occur to determine whether its use is appropriate.

When a Council Member writes on City stationary, the communication needs to clearly state that the letter is being sent representing only that specific Council Member and does not represent the Council's opinion.

F. Utilization of City Staff. The City Charter clearly and unequivocally directs that no "orders" shall ever be given by a member of the City Council to any City employee other than through the Office of the City Manager. Council requests shall be limited to requests that comport with budgeted activities and projects. While it is common for individual Council Members to interact with City employees, there is the potential for such interaction to be characterized as an "impermissible order" regardless of the motivation or intent of the Council Member. Interaction with a rank and file City employee gives rise to a greater possibility that an order was transmitted to the employee by the Council Member, therefore violating the Charter provision.

In order to ameliorate any claims of improper activity, individual Council Members must use the established Council Request System administered by the staff of the Office of Mayor and City Council and the City Manager's Office. The City Manager or his/her designees shall be responsible for reviewing all Council requests in order to identify those requests which could constitute an impermissible order or direction of City staff or questionable expenditure of city funds. Examples of appropriate Council requests processed through the City Manager's Office would be: a request to investigate a Code infraction; a request to repair a pothole; a request to weed a park, etc. Requests which would not be appropriate Council requests would be: a request that a specific employee handle a call or situation; a request that a person or organization be allowed to violate City laws or policies; a request for a department to handle a complaint or situation in a non-standard way or within an accelerated time; etc. Council will not ask staff to intervene in or work on any issues where the Aurora City Government is not a direct participant.

Final determination of utilization of City staff on both specific Council requests and day-to-day processes shall be the decision of the City Manager or the applicable Council Appointee. City staff shall be given up to three (3) business days within which to respond to specific Council requests. In those instances where a Council Member wishes to meet directly with one or more City employees below the level of department director, such requests shall be coordinated through the City Manager's Office. In those instances where a Council Member wishes to meet or otherwise correspond directly with a Department Director, the City Manager and appropriate Deputy City Manager shall be notified of such meeting or copied on such correspondence. Contact with the administrative support in the Mayor and City Council Office shall not be subject to the protocol requirements of this section.

G. Public Communication. Council Members retain all their rights to freedom of speech granted them under the Federal Constitution and the Bill of Rights. Nevertheless, when a Council Member speaks to a member of the public or comments or testifies on proposed legislation, the Council Member should be careful to emphasize the fact that the Council Member is expressing his or her own views and not that of the City Council

and may not state that they are speaking on behalf of their constituents, unless the City Council has formally, as a body, adopted the same position on the issue being discussed.

Example statement: "I [name] am speaking in my individual capacity, expressing my own views, and not those of the City Council." (R2022-46)

H. Council Committee Chair – Committee Agendas. In order to ensure that Council committee meetings are run efficiently and effectively, the Chair of the committee must be given the authority to strictly control the agenda for a particular meeting. This has two advantages: (i) City staff will be prepared to make effective presentations; and, (ii) the other Council Members on the committee will be informed in advance of the subject matter for the meeting. This will allow Council Members an opportunity to raise important questions or make suggestions during the committee meeting. Under no circumstances shall an item be removed or added by a non-chair committee member or City staff without the express approval of the Chair. If a request is made with more than two weeks' notice before the committee meeting date, then the Chair may allow the item on the agenda. If a request to add an agenda item is made with less than two weeks' notice, at the Chair's discretion the item may be delayed until the next month's meeting.

Policy Committees will not represent that they have taken a position on behalf of the City; that authority rests only with the Council as a whole, acting in public Study Session or the formal Council agenda. Policy Committees will not communicate, or authorize communication, on behalf of the City. The Chair of the committee and only the Chair of the committee shall determine the ability of a non-committee member, including staff or members of the public in attendance, to make a comment or respond to questions. When written materials are submitted by a member of the public, they shall be forwarded with the minutes as back-up for consideration by the Council as a whole.

I. Quasi-Judicial Matters. When speaking with individuals or groups on topics which may come before the City Council for a decision, Council Members may not make commitments on how they will vote. When doubt exists as to the permissible pre-Council meeting comments, the City Attorney should be consulted for advice. Recommendations from the City Attorney's Office can also be found in the following Quasi-Judicial Decisions and Ex Parte Communications memo link: https://www.auroragov.org/common/pages/DisplayFile.aspx?itemId=18468181

J. Censure for Violation of City Charter, City Code or Rules of City Council. Censure is a disciplinary procedure that may be imposed upon a member of the City Council for violating the City Charter, City Code, or Rules of the City Council, in accordance with the following process:

1. Any Member of City Council may place and present a censure resolution on a Council Meeting Agenda pursuant to that Council Member's authority found in Rule B (2). (R2022-87)

2. The City Attorney will assist in the drafting the censure resolution in consultation with the Council Member presenting the resolution. (R2022-87)

3. A censure resolution shall address the conduct of one Member only. If the conduct of more than one Member is in question, a separate censure resolution shall be presented to address the allegation for each subject Member. (R2022-87)

4. The Council Member placing the Resolution shall provide notice to the entire Council, by email or other means, at least ten (10) days prior to the Council meeting when the resolution is to be presented. Such notice shall include the specific City Charter, City Code, or Rule provision alleged to have been violated, and details giving rise to the alleged violation. (R2022-87)

5. The City Attorney shall answer questions of law and process for the presenting Council Member, the subject Council Member and the Council body, but shall not advocate in support or in opposition to the Censure. (R2022-87)

6. The process used by the Council to consider and debate the censure resolution shall follow the same process and debate and amendment procedure as any other resolution presented by a Council Member, except that an affirmative vote of two-thirds (2/3) of the those Council Members eligible to vote on the censure resolution shall be required to pass the resolution. When there are no Council vacancies, the 2/3rd vote requirement is satisfied with six affirmative votes of the nine eligible Members. This is due to City Charter Art. 3-1 limiting the Mayor's ability to vote only to make or break a tie as well as Art. 5-2 prohibiting the Council Member subject of the resolution from voting, as the resolution is involving the consideration of that Member's own conduct. (R2022-87)

K. Avoidance of an Appearance of Preferential Treatment or Benefits. Council Members shall not solicit or accept discounted or free goods and/or services for which citizens must pay an established fee, except:

a. A member of City Council may sponsor, free of charge, the utilization of a meeting space at a City facility during normal operating hours and days when City facilities are open to the public by contacting the City Manager. The use/rental of City facilities, during the times and days referenced above, is available to recognized groups and registered HOAs free of charge.

b. Goods and/or services generally offered to the general public (and not just elected officials) as part of a marketing technique, e.g., entertainment passes or discounts offered through businesses or others, that are not provided to receive favorable or preferential treatment by Council Members or the provider of the goods and/or services. The value of the goods and services provided should generally be less than $100.00 per occurrence and not exceed$300.00 per year from the same person and/or organization. (R2022-88)

c. Acceptance of items such as food or beverages is permitted, if there is no expectation of favorable or preferential treatment by the Council Member or the provider of the items. The value of these items provided should generally be less than $100.00 per occurrence and not exceed $300.00 per year from the same person and/or organization. (R2022-88)

d. Complimentary gifts provided to other organizations besides the City Council or other elected officers are not prohibited. Examples include calendars, appointment books, pens, t-shirts, books, flowers, etc., but not including cash or gift cards. (R2022-88)

Included in examples of these prohibitions are requests for data from City officials relating to election or reelection activity. Nothing in this section is intended or should be construed to conflict with Sec. 1-43 of the Aurora City Code ("Gifts to elected officials.").

L. Mass E-mail to All City Employees. During the holiday season, the Mayor and City Council may send a joint mass e-mail to City employees expressing holiday greetings. On other special occasions where it is suitable to provide a mass e-mail to City employees, the City Council may authorize the sending of such mass e-mail. No mass e-mails to City employees may be sent by an individual Council Member.

M. Reporting by Elected Candidates - Gifts, Honoraria, and Other Benefits. In compliance with C.R.S. Section 24-6-203, Council Members shall file quarterly reports with the City Clerk. If no reportable activity has taken place in the reporting quarter (January 15th, April 15th, July 15th, and October 15th), the Council Member shall, nevertheless, file a report with the notation "no reportable activity." The City Clerk shall be responsible, during the reasonable time before the end of each reporting quarter, for affirmatively contacting the Council Members to solicit the filing of the report.

APPENDIX H
BOARD/COMMISSION SELECTION PROCESS
APPOINTMENTS AND NOMINATIONS

A. Appointments:

1. When the number of applicants is equal to the number of available openings, the motion shall be for appointment:

   "I move to appoint (individual(s)) to (name of board)."

2. The motion must be seconded.

3. At this point, the vote is for appointment and having achieved six votes, no further action need be taken.

4. A motion for appointment may include the names of all persons under consideration for appointment.

B. Nominations:

1. When the number of applicants is greater than the number of available openings, the first step shall be to nominate a person. Nominations do not require a second:

   "I move to nominate (individual) to (name of board)."

2. Multiple nominations can be made by motion.

3. When all the applicants have been nominated, there shall be a motion to close the nominations with a second.

4. Upon an affirmative vote to close the nominations, the Mayor shall call for a vote on the nominations.

5. Voting shall occur as follows:

   a. Each person's nomination shall be voted on separately, in the order nominated.

   b. Each Council Member gets one vote.

   c. Nominees receiving six votes shall be considered eligible for appointment. (It may take several rounds to reach this threshold. At each round, the applicant receiving the fewest votes is removed from consideration.)

6. When the number of persons nominated equals the number of available openings, then one motion can be made (and seconded) to appoint those persons to the board:

   "I move to appoint (individual(s)) to (name of board)."

   Please Note: When the number of applicants is greater than the number of available openings, it is possible to make a motion to appoint instead of a motion to nominate.

If that motion is seconded, then the appointment process takes precedence over the nomination process.

APPENDIX I
CITY COUNCIL RESPECTFUL WORKPLACE POLICY

The Aurora City Council is committed to providing and maintaining a professional work environment and to preventing and addressing discrimination, harassment, and retaliation in the workplace. This Policy applies to all Members of City Council, the Mayor, and Council Appointees.

A. Definitions.

1. "Council Appointee" for purposes of this Policy means any person appointed to their position, whether an employment position or volunteer position, directly by the Aurora City Council and includes but is not limited to the City Manager, the City Attorney, the Court Administrator, the Presiding Judge, and members of the City of Aurora's Boards and Commissions.

2. "Discrimination" means an adverse employment action taken based on one or more of an employee's protected characteristics. Adverse employment actions include, but are not limited to, termination, suspension, demotion, pay determinations, and failure to promote.

3. "Harassment" means verbal, visual, or physical conduct directed toward a person or group that: (1) was directed at a person or group because of that person's or group's membership in, or perceived membership in, a protected class; (2) was offensive to the other person or group; (3) would be offensive to a reasonable individual who is a member of the same protected class; and (4) one or more of the following applies: (a) submission to such conduct is made either explicitly or implicitly a term or condition of a person's employment; (b) submission to or rejection of such conduct by a person is used as the basis for employment decisions affecting that person; or (c) such conduct has the purpose or effect of unreasonably interfering with a person's work performance or creating an intimidating, hostile, or offensive working environment.

4. "Protected characteristics" means a person's race, color, religion, creed, national origin or ancestry, sex, sexual orientation, gender identity, gender expression, disability, genetic information, military status, age, marital status, pregnancy or related condition, or any other status protected under federal, state, or local law.

5. "Retaliation" means materially adverse action taken because a person has opposed any practice prohibited by this Policy or under federal, state, or local equal employment laws; or because they filed a complaint under the Policy or a charge of discrimination or harassment with a government agency; or because they testified, assisted, or participated in any manner in an investigation, proceeding, or hearing conducted pursuant to this Policy or federal, state, or local equal employment laws. For purposes of retaliation, an action is considered to be materially adverse if it would dissuade a reasonable employee from making a complaint of discrimination or harassment.

6. "Sexual harassment" means unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature where: (1) submission to such conduct is made either explicitly or implicitly a term or condition of a person's employment; (2) submission to or rejection of such conduct by a person is used as the

basis for employment decisions affecting that person; or (3) such conduct has the purpose or effect of unreasonably interfering with a person's work performance or creating an intimidating, hostile, or offensive working environment.

B. Harassment, Including Sexual Harassment, Prohibited.

1. Members of City Council, the Mayor, and Council Appointees are prohibited from harassing, or sexually harassing, other Council Members, the Mayor, Council Appointees, City employees or other individuals with whom they come into contact.

2. Harassment encompasses a broad range of conduct and can be verbal, visual, or physical in nature; no exhaustive list is possible, but the following examples illustrate types of conduct that are prohibited by the Policy:

   a. Cartoons, posters, calendars, notes, letters, objects, e-mails, or texts containing sexual content or innuendo or that stereotype, demean, or show hostility toward a person or group because of their protected characteristics or are directed at a person due to their protected characteristics;

   b. Comments, jokes, foul or obscene language of a sexual nature, gossiping or questions about another's sex life, or repeated unwanted request for dates;

   c. Physical gestures and other nonverbal behavior, such as unwelcome touching, grabbing, fondling, kissing, massaging and brushing up against another's body;

   d. Epithets, derogatory comments, or slurs directed at a person or group because of their protected characteristics;

   e. Acts, jokes, gestures, or physical aggression directed at a person or group due to their protected characteristics.

3. A series of incidents considered together may constitute harassment even if individual incidents on their own would not rise to the level of unlawful harassment. Harassing conduct need not rise to the level of unlawful harassment to warrant corrective action under this Policy.

C. Discrimination Prohibited.

1. The City of Aurora and Aurora City Council prohibit discrimination in all aspects of employment, including the application and selection process, during employment, and separation from employment.

2. The following non-exhaustive examples illustrate actions that are prohibited by this Policy:

   a. An employee is not promoted because of their race.

   b. An employee is chosen for a layoff due to their age (40+).

   c. A qualified employee with a disability is denied reasonable accommodation or the ability to engage in the interactive process so that they can perform the essential

functions of their job, except where the denial is due to an undue burden or direct threat.

d. A candidate is not hired for a position because they are pregnant.

D. Retaliation Prohibited.

1. The City of Aurora and Aurora City Council prohibit retaliation.

2. Examples of Retaliation: The following non-exhaustive examples illustrate actions that are prohibited by this Policy where taken, in whole or in part, due to a person's protected activity:

a. Demotion, suspension, termination, or denial of a promotion;

b. Exclusion from beneficial networking or other opportunities;

c. Abusive verbal or physical behavior;

d. Disparaging a person to colleagues or peers, potential new employers, or the media; or

e. Changing the person's job assignment or responsibilities.

3. Retaliatory conduct need not rise to the level of a materially adverse employment action to warrant corrective action under this Policy.

E. Reporting of Harassment, Discrimination, and Retaliation.

1. The Aurora City Council encourages anyone subject to or witnessing conduct in violation of this Policy to immediately report the conduct as outlined in this Subsection. The reporting party may take the following actions:

a. If the reporting party is comfortable addressing the issue directly with the subject of the complaint, the reporting party may explain to the subject that the behavior is offensive to the reporting party and request that such behavior be discontinued.

i. If the same or similar behavior occurs in the future, the reporting party must report the behavior as outlined in this Subsection.

b. If the reporting party is not comfortable addressing the issue directly with the subject of the complaint, the reporting party should immediately report the conduct as outlined in this Subsection.

2. Regardless of what action the reporting party chooses to take, anyone receiving a report of a violation of this Policy must follow the reporting procedures as outlined in this Subsection; however, the Council Evaluation Committee may take into account that the reporting party has already addressed the issue with the subject as well as the subject's response and subsequent actions when determining whether investigation and/or corrective action is warranted.

3. A person subject to this Policy who knows of, or receives reports or complaints of, harassment, discrimination, or retaliation by individuals subject to this Policy must immediately report it to the City Manager or City Attorney, who must forward it to the Council Evaluation Committee. If Council Appointee(s) engage in or become aware of acts, or potential acts, of harassment, discrimination, or retaliation and do not take appropriate action pursuant to this Policy or City policy, as applicable, the Council Appointee(s) may be subject to disciplinary action, up to and including termination of employment, or removal from an appointed volunteer position.

4. Members of the public and employees of the City who are not subject to this Policy may also report harassment, discrimination, or retaliation by individuals subject to this Policy by filing a complaint with the City Manager, City Attorney, or Mayor. A complaint may also be filed with the City's Human Resources Department, which must forward the complaint to the City Manager or City Attorney.

5. Reports of harassment, discrimination, or retaliation by a person subject to this Policy received by the City Manager, City Attorney or Mayor shall be forward on to the Council Evaluation Committee. The Council Evaluation Committee which is comprised of the Mayor, the Mayor Pro-Tem, and the Chair of the Management and Finance Committee shall be responsible for handling any complaints concerning a Council Member, the Mayor, or Council Appointee violating this Policy.

6. Should a member or members of the Council Evaluation Committee have a conflict of interest related to a matter that falls under this Policy, the Council Member(s) having the most seniority and not having a conflict shall be responsible for fulfilling the duties of the Council Evaluation Committee member that had the conflict under this Policy.

F. Investigation of Harassment, Discrimination, or Retaliation.

1. The Council Evaluation Committee will take prompt and appropriate action in response to a complaint of harassment, discrimination, or retaliation in violation of this Policy. Upon receipt of a complaint pursuant to this Policy, the Council Evaluation Committee will convene a meeting, which may be virtual, within seven (7) calendar days to review the complaint and determine appropriate action.

2. The Council Evaluation Committee may request the City Attorney to retain outside counsel to advise as to whether an investigation is warranted. If the Council Evaluation Committee determines no investigation is warranted, it will notify the complainant and the subject of the complaint of that determination, and its reasons, in writing. If the Council Evaluation Committee determines an investigation is warranted, the City Manager's designee in the City's Human Resources Department will engage an independent investigator. If the Council Evaluation Committee determines no investigation is warranted, the City Manager's designee in the City's Human Resources Department may engage Human Resources consulting services to provide recommendations to the Council Evaluation Committee to resolve the issues brought out in the complaint.

3. The Council Evaluation Committee will notify the complainant and the subject of the complaint once an investigation has begun. Prior to contact from the investigator, the City Manager's designee in the Human Resources Department will send a Notice of Investigation to each complainant, subject, and witness notifying of the investigation and of this Policy, to specifically include the anti-retaliation provisions of this Policy.

4. Upon completion of the investigation, the investigator will send to the outside counsel retained by the City Attorney a report of the investigator's findings. The City Attorney will forward the investigator's report to the Council Evaluation Committee, which will convene a meeting, which may be virtual, within seven (7) calendar days to review the report and determine what recommendations it will make to the full City Council as a result of the investigator's findings. The Council Evaluation Committee may request that the City Manager, or designee, review the report and provide to the Committee in advance any comparable discipline of City employees for consideration. Within fourteen (14) calendar days of the report of findings meeting, the Council Evaluation Committee will distribute the report and make recommendations to the full City Council. The full City Council shall meet with the subject of the complaint at the next scheduled Regular City Council meeting.

5. When the subject of the complaint is a Council Appointee employed by the City, the report and recommendations may be discussed in an executive session, except where the Council Appointee has requested an open meeting. The Council Appointee may attend the executive session.

6. When the subject of the complaint is a Council Member, the Mayor, or a volunteer Council Appointee, an Executive Session may be held to obtain legal advice or to discuss potential settlement negotiations if there is pending or threatened litigation. The Council Member or Mayor accused of violating this Policy may attend the executive session should one be held. No action or decision may occur in the executive session.

7. When the subject of a complaint is the City Attorney, the Council Evaluation Committee should work with the Deputy City Attorney over the Civil Division and may request that outside counsel be appointed to provide legal advice to the Council Evaluation Committee and City Council.

G. Notice of Investigation Results

1. At the conclusion of the investigation, and within seven (7) days after the Regular City Council meeting referenced in Paragraph (f)(4) above, the Council Evaluation Committee will notify the complainant whether their complaint was sustained. The complainant and witnesses will not be informed as to what discipline, if any, was administered.

2. At the conclusion of the investigation, the subject will be provided a copy of the investigation report, with names and other identifying information of the complainant and witnesses redacted.

3. All other requests for a copy of the investigation report must be submitted through the open records request process, and responses shall comply with the requirements of the Colorado Open Records Act (CORA), C.R.S. § 24-72-201, et seq.

H. Further Action by Council

1. The City Council is obligated to prevent harassment, discrimination, and retaliation, and to correct any such conduct once discovered.

2. If it is determined that a Council Appointee has violated this Policy, the Council Appointee is subject to disciplinary action up to and including termination of employment. A volunteer Council Appointee may be removed from their appointed position. In addition to any discipline, the City Council may also require that the Council Appointee comply with conditions such as additional training.

3. If it is determined that a Council Member or the Mayor has violated this Policy, they are subject to censure under the rules and procedures set forth in the Conduct Guidelines of the Rules of Order and Procedure for the Aurora, Colorado, City Council or recall by the voters. City Council may also request that the Council Member or Mayor voluntarily comply with recommendations for remediation such as additional training.

I. Record Keeping

1. Records of complaints (whether oral or written), investigations, and associated documents such as Notices of Investigation, Notices of Investigation results, investigation findings report, Council Evaluation Committee recommendations, and any resulting remedial actions, shall be provided to the City's Human Resources department for retention and tracking in compliance with the requirements of C.R.S. § 24-34-408.

2. Records of such complaints are not public records, as defined in C.R.S. § 24-72-202(6), and are considered personnel records, as defined in C.R.S. § 24-72-202(4.5), and are not open to public inspection pursuant to C.R.S. § 24-72-204(3)(a)(II)(A). Additionally, in accordance with C.R.S. § 24-72-204(3)(a)(X), any record of a sexual harassment complaint or investigation is not open to public inspection except as specified in C.R.S. § 24-72-204(3)(a)(X).

J. Defense of Harassment, Discrimination, or Retaliation Claims.

1. Legal defense of the City and any Member of Council, the Mayor, or a non-volunteer Council Appointee is governed by Article X of the Charter. Defense of harassment, discrimination, or retaliation claims before administrative agencies or in civil litigation shall be treated in the same manner as all other administrative actions and civil litigation.

2. Council Member(s) and non-volunteer Council Appointee(s) will be provided a defense against harassment, discrimination, or retaliation claims only if they have completed harassment/discrimination prevention training provided by the City prior to any alleged acts of harassment, discrimination, or retaliation.

3. Legal defense for any Member of Council, the Mayor, or non-volunteer Council Appointee will be provided during the investigative process, and may be present during investigatory interviews.

4. Payment of legal fees concerning censure shall follow the rules and procedures set forth in the Conduct Guidelines of the Rules of Order and Procedure for the Aurora, Colorado, City Council.

RESOLUTION NO. R2026- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, REORGANIZING AND REFORMATTING THE CITY COUNCIL RULES OF PROCEDURE FOR CLARITY AND USABILITY, WITHOUT SUBSTANTIVE CHANGE.

WHEREAS, The City Council of the City of Aurora (Council) has previously adopted council rules to govern its meetings and conduct; and

WHEREAS, over time, the council rules have been amended, supplemented, and reorganized in a manner that may reduce readability, accessibility, and ease of use; and

WHEREAS, the Council desires to improve the organization, formatting, and clarity of the council rules to ensure they are easily understood by Council Members, staff, and the public; and

WHEREAS, the Council intends that any revisions adopted by this Resolution to be strictly non-substantive in nature and limited to reorganization and formatting.

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

Section 1. **Adoption of reorganized rules**.

The Council hereby adopts the revised Rules or Order and Procedure for the Aurora, Colorado City Council, attached hereto as Exhibit A, which reorganizes and reformats the existing rules for clarity and usability.

Section 2. **No substantive changes intended.**

The reorganized rules are intended solely to:

- Improve formatting, structure, and readability.
- Reorder provisions into a more logical sequence.
- Use consistent headings and numbering.

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

RESOLVED AND PASSED this _____ day of _____, 2026.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Andrea Wood
ANDREA WOOD, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Public Invited to be Heard on the 2027 Budget
Item Initiator: Greg Hays, Budget Office, Finance
Staff Source/Legal Source: Greg Hays, Budget Officer, Finance / Hanosky Hernandez, Sr. Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 4/6/2026

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

Item requires a Public Hearing: ☐ Yes ☐ No

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

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

Staff Sources: Greg Hays, Budget Officer, Finance / Hanosky Hernandez, Sr. Assistant City Attorney
Estimated Time: Depends on amount of people offering recommendations

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

☐ Approve Item and Move Forward to Study Session

☐ Approve Item and Move Forward to Regular Meeting

☒ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

Twice a year, the City Council holds a hearing so that the public may speak to Council concerning the upcoming budget. This year these will occur in April and August of 2026.

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

This is a public hearing to provide the public one of two formal opportunities to speak directly to the City Council on matters concerning the 2027 budget.

FISCAL IMPACT

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

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

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

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

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

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

QUESTIONS FOR COUNCIL

LEGAL COMMENTS

A public hearing on the proposed budget shall be held by the council on a date prior to October 15th. (City Charter Article 11-4). Notice of the time and place of such hearing shall be published one time at least five days prior to the hearing, and copies of the proposed budget shall be made available for use of the public. (Hernandez)

CITY OF AURORA
Council Agenda Commentary

Item Title: Eagles Nest Metropolitan District Service Plan Amendment (Ordinance)
Item Initiator: Michael Kerrigan, Special Districts Administrator, Developemt Services
Staff Source/Legal Source: Michael Kerrigan, Special Districts Administrator, Development Services / Brian Rulla, Assistant City Attorney, City Attorney's Office
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: 3/23/2026

Regular Meeting: 4/6/2026

2nd Regular Meeting (if applicable): 4/20/2026

Item requires a Public Hearing: ☒ Yes ☐ No

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

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

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

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item as Proposed at Policy Committee

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as Proposed at Study Session

☐ Information Only

☐ Approve Item as Proposed at Regular Meeting

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 2/26/2026

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☐ Minutes Attached

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

The Service Plan for the Eagle's Nest Metropolitan District ("District") was approved by City Council on July 16, 2007 via resolution R2007-43 to serve the commercial development within its boundaries located generally at the southeast intersection of S. Aurora Parkway and E. Smoky Hill Road. In June of 2024 City Council approved resolution R2024-60 to include approximately 0.16 acres of land into the District in order to qualify new board members. The District now contains approximately 16.16 acres of land.

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

The District has completed the financing of the public infrastructure within its borders and has paid off all outstanding debt. Previously the District requested dissolution approval but was unable to due to an outstanding ARI obligation. While the District does not own or maintain any public infrastructure, the District is required to remain in existence for the purpose of imposing the ARI Mill Levy. At the request of the District's board of directors the District wishes to amend its Service Plan as it relates to the amount and term of ARI Mill Levy, ultimately allowing the District to meet its total ARI Mill Levy obligation faster.

The District's original Service Plan requires the ARI Mill Levy to be imposed in the following manner:
- Tier 1- 1 Mill for the first 20 years as soon as a District debt mill levy has been imposed.
- Tier 2- 1.5 Mills from the 21st year through the year that the District debt is repaid.
- Tier 3- For the next 5 years, the Mill Levy is the lesser of (i.) 20 Mills or (ii.) a Mill Levy equal to the average of the last ten years of debt service Mill Levy imposed for District debt.

ARI Mill Levies can be adjusted due to changes in the method of calculating assessed value.

The District paid off its debt prior to the Tier 2 ARI Mill Levy being triggered; the District's average 10-year debt service Mill Levy was 21.205; the District has 3 years remaining of Tier 1 ARI Mill Levy (currently at 1.039 mills); the District has the entire 5 years remaining of Tier 3 ARI Mills of 20 mills. In total the District has a remaining ARI Mill Levy obligation of 103.117 mills.

The requested Service Plan amendment will allow the District to impose an additional ARI Mill Levy above the respective 1.039 mills (Tier 1) or 20 mills (Tier 3) in order to satisfy the ARI Mill Levy obligation faster than the remaining 8 years in the original Service Plan. The amendment's purpose will be to allow the District to extinguish its obligations faster, be consistent with the ARI Mill Levy IGA being considered concurrently with this Service Plan Amendment request, and to allow the District a path to dissolve in the near future.

The District is entirely built-out solely with commercial properties and it has no debt obligations remaining.

FISCAL IMPACT

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

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

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

N/A

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does the Council wish to support this Ordinance and move it forward to the City Council Meeting as proposed?

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)

ORDINANCE NO. 2026- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING AN AMENDED AND RESTATED SERVICE PLAN FOR EAGLES NEST METROPOLITAN DISTRICT

WHEREAS, the City Council (the "City Council") of the City of Aurora, Colorado (the "City") previously approved the Service Plan on July 16, 2007 (the " Original Service Plan") for the Eagle's Nest Metropolitan District (the "District"); and

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 the District has been submitted to the City Council; 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 Amended and Restated 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 District has satisfied all debt service and maintenance obligations contemplated by the Original Service Plan and the accompanying Intergovernmental Agreement with the exception of the imposition of the ARI Mill Levy as required by the Original Service Plan and City Code; and

WHEREAS, the District wishes to impose an increased ARI mill levy over a shortened timeframe allowing the District to prepay the total remaining ARI obligation and to dissolve earlier than had otherwise been contemplated; and

WHEREAS, the ARI mill levy is as defined by City Code §122-26; and

WHEREAS, the Amended and Restated Service Plan includes the following additional provision in the definition of "ARI Mill Levy": "E. The District may, in any given year, impose an additional mill levy and prepay one or more years of the mills described in this ARI Mill Levy definition; provided that (i) the total aggregate mills required to be imposed are paid in full; (ii) such prepayment and additional levy are consistent with, and authorized pursuant to, an intergovernmental agreement between the City and the District (the "ARI Mill Levy IGA"); and

(iii) the proceeds of any such additional levy or prepayment are applied solely toward satisfying the District's ARI Mill Levy obligation and funding the costs of planning, design, permitting, construction, acquisition, or financing of the improvements described in the ARI Mill Levy IGA.

WHEREAS, the District intends to enter into an ARI Mill Levy IGA with the City after the passage of this ordinance; 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 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 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 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 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 existence of the District will be 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 District as submitted.

Section 4. The ARI Master Plan and ARI Mill Levy defined in this Service Plan applies only to Eagles Nest 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. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 6. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

Section 7. Future amendments to the Intergovernmental Agreement Between the City and the District as well as amendments to the Amended and Restated Service Plan shall be by resolution.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2026.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2026.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

RLA

By: 
BRIAN J. RULLA, Sr. Assistant City Attorney

Clint C. Waldron
Shareholder

303-858-1800
cwaldron@wbapc.com

January 30, 2026

VIA E-MAIL

Attn: Michael Kerrigan
Special District Administrator
Office of Development Assistance
City of Aurora
MKerriga@auroragov.org

Re: Request for Approval of the Amended and Restated Service Plan and Intergovernmental Agreement – Eagle's Nest Metropolitan District

Dear: Dear Mayor and Members of City Council:

On behalf of Eagle's Nest Metropolitan District (the "District"), we respectfully request the City's review and approval of the Amended and Restated Service Plan and the accompanying Intergovernmental Agreement ("IGA") between the City of Aurora (the "City") and the District.

The District has fully satisfied all debt service and maintenance obligations contemplated by its approved Service Plan (the "Original Service Plan"). At this time, the District's sole remaining function is the imposition and administration of the ARI Mill Levy as required under the Original Service Plan. In 2023, the District initiated dissolution proceedings; however, the City denied the request on the basis that the ARI obligation period had not yet concluded. As a result, the District remains active despite having no operational purpose other than administering the ARI Mill Levy.

Although the District's functions are limited, it must continue to incur annual administrative expenses to remain in good standing with the State of Colorado. These costs include, among other things, director elections, statutory filings, audit exemptions, legal and accounting services, and other compliance obligations associated with maintaining a quasi-municipal entity. These ongoing costs are borne by a very small taxpayer base and provide no corresponding public service benefit.

To address this inefficiency and better serve the interests of both District taxpayers and the City, the District proposes to impose an increased ARI mill levy over a shortened timeframe. This approach would allow the District to prepay the total remaining ARI obligation, while remaining fully compliant with the Original Service Plan, and to dissolve significantly earlier than would

otherwise be permitted. By accelerating satisfaction of the ARI obligation, the proposed structure substantially reduces long-term administrative costs that would otherwise continue to accrue to District taxpayers.

Approval of the Amended and Restated Service Plan and the IGA will allow the District to efficiently and transparently satisfy its remaining ARI obligations, eliminate unnecessary ongoing administrative costs, provide timely revenue to support the City's Gun Club Road project, and facilitate the orderly and prompt dissolution of the District.

Accordingly, the District respectfully requests the City's approval of the Amended and Restated Service Plan and the IGA, and submits for the City's review the following: (i) a redlined Amended and Restated Service Plan marked against the Original Service Plan, (ii) a clean Amended and Restated Service Plan, and (iii) a proposed Intergovernmental Agreement.

Thank you for your consideration.

Sincerely,

WBA, PC

Clint C. Waldron
Shareholder

Copy to:
Cesarina Dancy, City Manager
Brian Rulla, Assistant City Attorney

AMENDED AND RESTATED SERVICE PLAN
FOR

EAGLE'S NEST METROPOLITAN DISTRICT

CITY OF AURORA, COLORADO

Prepared

by

WBA, PC
2154 E. Commons Ave., Suite 2000
Centennial, Colorado 80122

As amended on _____, 2026

Deleted: WHITE, BEAR & ANKELE¶
PROFESSIONAL CORPORATION

Deleted: 1805 Shea Center Drive, Suite 100

Deleted: Highlands Ranch

Deleted: June 25, 2007¶

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EXHIBIT C-1	Initial District Boundary Map
EXHIBIT C-2	Inclusion Area Boundary Map
EXHIBIT D	Intergovernmental Agreement between the District and Aurora

I. INTRODUCTION

A. Purpose and Intent.

The Service Plan for the District (the "**Original Service Plan**") was approved by the City Council for the City of Aurora, Colorado (the "**City**") on July 16, 2007, pursuant to Resolution No. R2007-43.

This Amended and Restated Service Plan (the "**Service Plan**"), incorporates into the Original Service Plan the authorization for the District, pursuant to an intergovernmental agreement with the City, to impose an additional levy and prepay all or a portion of its ARI Mill Levy obligation, so long as the total ARI Mill Levy obligation required under the Service Plan is fulfilled. This Service Plan supersedes in its entirety the Original Service Plan.

The District is an independent unit of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Service Plan, its activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Service Plan. It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these Public Improvements.

The District is not being created to provide ongoing operations and maintenance services other than as specifically set forth in this Service Plan.

B. Need for the District.

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There are currently no other governmental entities, including the City, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the City Regarding District's Service Plan.

The City's objective in approving the Service Plan for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for residential properties and at a tax mill levy no higher than the Maximum Debt Mill Levy for commercial and residential properties, and/or repaid by Fees, as long as such Fees are not imposed upon or collected from Taxable Property owned or occupied by an End User for the purpose of creating a capital cost payment obligation as further described in Section V.A.11. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax and Fee

burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Service Plan is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs. Operational activities are allowed, but only through an intergovernmental agreement with the City.

It is the intent of the District to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt, and if the District has authorized operating functions under an intergovernmental agreement with the City, to retain only the power necessary to impose and collect taxes or Fees to pay for these costs.

The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Fees or from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy on commercial and residential properties and which shall not exceed the Maximum Debt Mill Levy Imposition Term on residential properties. It is the intent of this Service Plan to assure to the extent possible that no commercial or residential property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no property developed for a residential use bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District. With regard to Regional Improvements, this Service Plan also provides for the Districts to pay a portion of the cost of regional infrastructure as part of ensuring that development and those that benefit from development pay for the associated costs.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Approved Development Plan: means a Framework Development Plan or other process established by the City for identifying, among other things, Public Improvements necessary for facilitating development for property within the Service Area as approved by the City pursuant to the City Code and as amended pursuant to the City Code from time to time.

ARI or Regional Improvements: means Aurora Regional Improvements.

ARI Authority: means one or more Authorities established by an ARI Authority Establishment Agreement.

ARI Establishment Agreement: means an intergovernmental agreement establishing an ARI Authority which has, at minimum, Title 32 special districts from three (3) or more Approved Development Plan areas as parties to the Agreement.

ARI Master Plan: means one or more master plans adopted by an ARI Authority establishing Regional Improvements which will benefit the taxpayers and service users of the District which constitute such ARI Authority, which master plan will change from time to time.

ARI Mill Levy: means the following:

A. For a district with property within its boundaries developed with any residential uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20^{th}) year; and (ii) shall be five (5) mills from the twenty-first (21^{st}) year through the fortieth (40^{th}) year or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs; and (iii) for an additional ten (10) years, the mill levy shall be equal to the average debt service mill levy imposed by such district in the ten (10) years prior to the date of repayment of the debt incurred for Public Improvements other than Regional Improvements; and

B. For a district with property within its boundaries developed solely for commercial uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20th) year; (ii) shall be one and one-half (1.5) mills from the twenty-first (21st)year through the date of repayment of debt incurred for Public Improvements, other than Regional Improvements; and (iii) for five (5) years thereafter, the mill levy shall be the lesser of twenty (20) mills or a mill levy equal to the average debt service mill levy imposed by such district in the ten (10) years prior to the date of repayment of debt issued for Public Improvements, other than Regional Improvements; and

C. Any district may, pursuant to any intergovernmental agreement with the City, extend the term for application of the ARI Mill Levy beyond the years set forth in A and B above. The Maximum Mill Levy Imposition Term shall include the terms set forth in A and B above and any extension of the term as approved in an intergovernmental agreement as described herein.

D. All mills described in this ARI Mill Levy definition shall be subject to adjustment as follows: On or after January 1, 2004, if there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the one (1) mill levy described above may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes, for purposes of the foregoing, a

change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

E. The District may, in any given year, impose an additional mill levy and prepay one or more years of the mills described in this ARI Mill Levy definition; provided that (i) the total aggregate mills required to be imposed are paid in full; (ii) such prepayment and additional levy are consistent with, and authorized pursuant to, an intergovernmental agreement between the City and the District (the "**ARI Mill Levy IGA**"); and (iii) the proceeds of any such additional levy or prepayment are applied solely toward satisfying the District's ARI Mill Levy obligation and funding the costs of planning, design, permitting, construction, acquisition, or financing of the improvements described in the ARI Mill Levy IGA.

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Board: means the board of directors of the District.

Bond, Bonds or Debt: means bonds or other obligations for the payment of which the District has promised to impose an *ad valorem* property tax mill levy, and/or collect Fee revenue.

City: means the City of Aurora, Colorado.

City Code: means the City Code of the City of Aurora, Colorado.

City Council: means the City Council of the City of Aurora, Colorado.

District: means the Eagle's Nest Metropolitan District.

End User: means any owner, or tenant of any owner, of any taxable improvement within the District, 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.

Fees: means any fee imposed by the District for services, programs or facilities provided by the District, as described in Section V.A.11. below.

Financial Plan: means the Financial Plan described in Section VII which describes (i) how the Public Improvements are to be financed; (ii) how the Debt is expected to be

incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

Inclusion Area Boundaries: means the boundaries of the area described in the Inclusion Area Boundary Map.

Inclusion Area Boundary Map: means the map attached hereto as **Exhibit C-2**, describing the property proposed for inclusion within the District.

Initial District Boundaries: means the boundaries of the area 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.

Project: means the development or property commonly referred to as Eagle's Nest.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act, except as specifically limited in Section V below to serve the future taxpayers and inhabitants of the Service Area as determined by the Board of the District.

Regional Improvements: means Public Improvements and facilities that benefit the Service Area and which are to be financed pursuant to Section VI below.

Service Area: means the property within the Initial District Boundary Map and the Inclusion Area Boundary Map.

Service Plan: means this service plan for the District approved by City Council.

Service Plan Amendment: means an amendment to the Service Plan approved by City Council in accordance with the City's ordinance and the applicable state law.

Special District Act: means Section 32-1-101, et seq., of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real or personal property within the Service Area subject to ad valorem taxes imposed by the District.

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately sixteen and five hundredths (16.050) acres and the total area proposed to be included in the Inclusion Area Boundaries is approximately zero (0) acres. A legal description of the Initial District Boundaries and the Inclusion Area Boundaries is attached hereto as **Exhibit A**. A vicinity map is attached hereto as **Exhibit B**. A map of the 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**. It is anticipated that the District's boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Section 32-1-401, et seq., C.R.S., and Section 32-1-501, et seq., C.R.S., subject to the limitations set forth in Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately sixteen and five hundredths (16.050) acres of commercial land. The current assessed valuation of the Service Area is approximately $464,090 for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The population of the District at build-out is estimated to be approximately zero (0) people.

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Service Plan Amendment.

The District shall have the power and authority to provide the Public Improvements and related operation and maintenance services within and without the boundaries of the District as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

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 not be authorized to operate and maintain any part or all of the Public Improvements, other than park and recreation improvements, unless the provision of such operation and maintenance is pursuant to an intergovernmental agreement with the City. The District shall be authorized, but not obligated to, operate and maintain park and recreation improvements without an intergovernmental agreement with the City, provided that any Fee 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 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 shall be open to the general public and Non-District Aurora residents free of charge.

2. Fire Protection Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction Limitation. Acknowledging that the City has financed public golf courses and desires to coordinate the construction of public golf courses in the City's boundaries, the District shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

5. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the

Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

8. Overlap Limitation. The District shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the 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 Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Fees used for the purpose of repayment of Debt.

10. Total Debt Issuance Limitation. The District shall not issue Debt in excess of Fifteen Million Dollars ($15,000,000).

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. 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 be 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.

14. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

15. Service Plan Amendment Requirement. This Service Plan has been designed with sufficient flexibility to enable the District to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the District which violate the limitations set forth in V.A.1-14 above or in VII.B-G. shall be deemed to be material modifications to this Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

B. Preliminary Engineering Survey.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the District, to be more specifically defined in an Approved Development Plan. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the Service Area and is approximately Five Million Dollars ($5,000,000).

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.

VI. REGIONAL IMPROVEMENTS

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of participation in the alternatives set forth in Section VI.A, B or C below.

The District shall impose the ARI Mill Levy and shall convey it as follows:

A. If the District has executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the terms of which provide for the City to appoint no less than thirty percent (30%) and no more than forty-nine percent (49%) of the Board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

B. If the City and the District have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the District in accordance with such agreement; or

C. If neither Section VI.A nor VI.B above is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under this Section VI and shall not expend such revenue until an intergovernmental agreement is executed between the District establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the Service Plan by the City and neither Section VI.A nor VI.B above have occurred within two (2) years from the date of the approval of the Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the District as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, the District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI. B above. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Section VI.A, B or C set forth above, unless the City has agreed otherwise in writing; provided, however in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. The District shall cease to be obligated to impose, collect and convey to the City the revenue from the ARI Mill Levy described in this Section VI at such time as the area within the District's boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq.,

C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements.

The District shall have the authority to issue Debt for the Regional Improvements, in an amount not to exceed Fifteen Million Dollars ($15,000,000) pursuant to agreements as described in VI.A, B or C above.

VII. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy, Fees and other legally available revenues. The total Debt that the District shall be permitted to issue shall not exceed Fifteen Million Dollars ($15,000,000) and shall be permitted to be issued on a schedule and in such year or years as the District determine shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. All bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including general ad valorem taxes and Fees to be imposed upon all Taxable Property within the District. The District will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy.

The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

1. For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 below; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in

good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

2. For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

3. For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 above, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

D. Maximum Debt Mill Levy Imposition Term.

The District shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI. Other than the ARI Mill Levy, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

E. Debt Repayment Sources.

The District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance. The District may also rely upon various other revenue sources authorized by law. At the District's discretion, these may include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(l), C.R.S., as amended from time to time. In no event shall the debt service mill levy in the District exceed the Maximum Debt Mill Levy or, for residential property within the District, the Maximum Debt Mill Levy Imposition Term, except pursuant to an intergovernmental agreement between the District and the City for Regional Improvements.

F. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

> By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

G. Security for Debt.

The District shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the City of payment of any of the District's obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

H. TABOR Compliance.

The District will comply with the provisions of TABOR. In the discretion of the Board, the District may set up other qualifying entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by the District will remain under the control of the District's Board.

I. District's Operating Costs.

The 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, are anticipated to be One Hundred Thousand Dollars ($100,000), 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 is estimated to be Fifty Thousand Dollars ($50,000) 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 mill levy as necessary for provision of operation and maintenance services to its taxpayers and service users.

VIII. ANNUAL REPORT

A. General.

The District shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.

2. Intergovernmental Agreements with other governmental entities, either entered into or proposed as of December 31 of the prior year.

3. Copies of the District's rules and regulations, if any as of December 31 of the prior year.

4. A summary of any litigation which involves the District Public Improvements as of December 31 of the prior year.

5. Status of the District's construction of the Public Improvements as of December 31 of the prior year.

6. A list of all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of December 31 of the prior year.

7. The assessed valuation of the District for the current year.

8. Current year budget including a description of the Public Improvements to be constructed in such year.

9. Audit of the District's financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.

10. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.

11. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

IX. DISSOLUTION

Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

X. DISCLOSURE TO PURCHASERS

The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, Fees, tolls and charges. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

XI. INTERGOVERNMENTAL AGREEMENT

The form of the intergovernmental agreement required by the City Code, relating to the limitations imposed on the District's activities, is attached hereto as **Exhibit D**. The District shall approve the intergovernmental agreement in the form attached as **Exhibit D** at its first Board meeting after its organizational election. Failure of the District to execute the intergovernmental agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The City Council shall approve the intergovernmental agreement in the form attached as **Exhibit D** at the public hearing approving the Service Plan.

XII. CONCLUSION

It is submitted that this Service Plan for the District, as required by Section 32-1-203(2), C.R.S., and Section 122-35 of the City Code, establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;

2. The existing service in the area to be served by the District is inadequate for present and projected needs;

3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries; and

4. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

5. Adequate service is not, and will not be, available to the area through the City or county or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.

6. The facility and service standards of the District are compatible with the facility and service standards of the City within which the special district is to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.

7. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the City Code.

8. The proposal is in compliance with any duly adopted City, regional or state long-range water quality management plan for the area.

9. The creation of the District is in the best interests of the area proposed to be served.

Deleted: Respectfully submitted,¶
¶
¶
WHITE, BEAR & ANKELE¶
Professional Corporation¶
¶
Professional Corporation¶
¶
¶
_____¶
Kristen D. Bear¶
Counsel to the District¶

EXHIBIT A

Legal Description

EXHIBIT B

Aurora Vicinity Map

EXHIBIT C-1

Initial District Boundary Map

EXHIBIT C-2

Inclusion Area Boundary Map

NOT APPLICABLE

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EXHIBIT D

Intergovernmental Agreement between the District and Aurora

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF AURORA, COLORADO
AND
EAGLE'S NEST METROPOLITAN DISTRICT

THIS AGREEMENT is made and entered into as of this ___ day of _____, _____, by and between the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado ("City"), and EAGLE'S NEST 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 Service Plan approved by the City on _____ ("Service Plan"); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the City and the District, as required by the Aurora City Code; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement ("Agreement").

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Operations and Maintenance. The District shall dedicate the Public Improvements (as defined in the 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 not be authorized to operate and maintain any part or all of the Public Improvements, other than park and recreation improvements, unless the provision of such operation and maintenance is pursuant to an intergovernmental agreement with the City.

The District shall be authorized, but not obligated to, operate and maintain park and recreation improvements without an intergovernmental agreement with the City, provided that any Fee imposed by the District for access to such park and recreation improvements shall not result in Non-District City residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the District. However, the District shall be entitled to impose an administrative fee as necessary to cover additional expenses associated with Non-District City residents to ensure that such costs are not the responsibility of District residents. All such Fees shall be based upon the District's determination that such Fees do not exceed reasonable annual market fee for users of such facilities. Notwithstanding the

foregoing, all parks and trails shall be open to the general public and Non-District City residents free of charge.

2. Fire Protection. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction. The District shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

5. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction and of those special districts that qualify as "interested parties" under Section 32-1-204(1), C.R.S., as applicable. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

8. Overlap Limitation. The District shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the 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 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 Fifteen Million Dollars ($15,000,000).

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 until such time as the District has approved and executed the IGA and approved the imposition of the Aurora Regional Improvement Mill Levy (as defined in the Service Plan) upon all taxable property located within the boundaries of the District.

13. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the District without any limitation.

14. Consolidation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City.

15. Bankruptcy. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

16. Dissolution. Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

17. Disclosure to Purchasers. The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, Fees, tolls and charges. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

18. Service Plan Amendment Requirement. Actions of the District which violate the limitations set forth in V.A.1-14 or VII.B-G of the Service Plan shall be deemed to be material modifications to the Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

19. Annual Report. The District shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued, pursuant to the City Code and containing the information set forth in Section VIII of the Service Plan.

20. Regional Improvements. The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of participation in the alternatives set forth in Section VI.A, B or C of the Service Plan.

The District shall impose the ARI Mill Levy and shall convey it as follows:

(a) If the District has executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the terms of which provide for the City to appoint no less than thirty percent (30%)

and no more than forty-nine percent (49%) of the Board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

(b) If the City and the District have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the District in accordance with such agreement; or

(c) If neither Section VI.A nor VI.B of the Service Plan is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under Section VI of the Service Plan and shall not expend such revenue until an intergovernmental agreement is executed between the District establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the Service Plan by the City and neither Section VI.A nor VI.B of the Service Plan above have occurred within two (2) years from the date of the approval of the Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the District as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, the District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI. B of the Service Plan. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Section VI.A, B or C of the Service Plan, unless the City has agreed otherwise in writing; provided, however in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. The District shall cease to be obligated to impose, collect and convey to the City the revenue from the ARI Mill Levy described in Section VI of the Service Plan at such time as the area within the District's boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements.

21. Maximum Debt Mill Levy. The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

(a) For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 of the Service Plan; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

(b) For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

(c) For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 of the Service Plan, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

22. Maximum Debt Mill Levy Imposition Term. The District shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI of the Service Plan. Other than the ARI Mill Levy, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

23. 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:
Eagle's Nest Metropolitan District
c/o White, Bear and Ankele
Professional Corporation
1805 Shea Center Dr., Suite 100
Highlands Ranch, CO 80129
Attn: Kristen D. Bear
Phone: (303) 858-1800
Fax: (303) 858-1801

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.

24. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

25. 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.

26. 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.

27. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

34. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

[SIGNATURE PAGE TO INTERGOVERNMENTAL AGREEMENT]

EAGLE'S NEST METROPOLITAN DISTRICT

By: _____
President

Attest:

_____
Secretary

CITY OF AURORA, COLORADO

By: _____
Edward J. Tauer, Mayor

Attest:

By: _____
Its: _____

APPROVED AS TO FORM: _____

AMENDED AND RESTATED SERVICE PLAN
FOR

EAGLE'S NEST METROPOLITAN DISTRICT

CITY OF AURORA, COLORADO

Prepared

by

WBA, PC
2154 E. Commons Ave., Suite 2000
Centennial, Colorado 80122

As amended on _____, 2026

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I. INTRODUCTION

A. Purpose and Intent.

The Service Plan for the District (the "**Original Service Plan**") was approved by the City Council for the City of Aurora, Colorado (the "**City**") on July 16, 2007, pursuant to Resolution No. R2007-43.

This Amended and Restated Service Plan (the "**Service Plan**"), incorporates into the Original Service Plan the authorization for the District, pursuant to an intergovernmental agreement with the City, to impose an additional levy and prepay all or a portion of its ARI Mill Levy obligation, so long as the total ARI Mill Levy obligation required under the Service Plan is fulfilled. This Service Plan supersedes in its entirety the Original Service Plan.

The District is an independent unit of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Service Plan, its activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Service Plan. It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these Public Improvements.

The District is not being created to provide ongoing operations and maintenance services other than as specifically set forth in this Service Plan.

B. Need for the District.

There are currently no other governmental entities, including the City, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the City Regarding District's Service Plan.

The City's objective in approving the Service Plan for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for residential properties and at a tax mill levy no higher than the Maximum Debt Mill Levy for commercial and residential properties, and/or repaid by Fees, as long as such Fees are not imposed upon or collected from Taxable Property owned or occupied by an End User for the purpose of creating a capital cost payment obligation as further described in Section V.A.11. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax and Fee

burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Service Plan is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs. Operational activities are allowed, but only through an intergovernmental agreement with the City.

It is the intent of the District to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt, and if the District has authorized operating functions under an intergovernmental agreement with the City, to retain only the power necessary to impose and collect taxes or Fees to pay for these costs.

The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Fees or from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy on commercial and residential properties and which shall not exceed the Maximum Debt Mill Levy Imposition Term on residential properties. It is the intent of this Service Plan to assure to the extent possible that no commercial or residential property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no property developed for a residential use bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District. With regard to Regional Improvements, this Service Plan also provides for the Districts to pay a portion of the cost of regional infrastructure as part of ensuring that development and those that benefit from development pay for the associated costs.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Approved Development Plan: means a Framework Development Plan or other process established by the City for identifying, among other things, Public Improvements necessary for facilitating development for property within the Service Area as approved by the City pursuant to the City Code and as amended pursuant to the City Code from time to time.

ARI or Regional Improvements: means Aurora Regional Improvements.

ARI Authority: means one or more Authorities established by an ARI Authority Establishment Agreement.

ARI Establishment Agreement: means an intergovernmental agreement establishing an ARI Authority which has, at minimum, Title 32 special districts from three (3) or more Approved Development Plan areas as parties to the Agreement.

ARI Master Plan: means one or more master plans adopted by an ARI Authority establishing Regional Improvements which will benefit the taxpayers and service users of the District which constitute such ARI Authority, which master plan will change from time to time.

ARI Mill Levy: means the following:

A. For a district with property within its boundaries developed with any residential uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20^{th}) year; and (ii) shall be five (5) mills from the twenty-first (21^{st}) year through the fortieth (40^{th}) year or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs; and (iii) for an additional ten (10) years, the mill levy shall be equal to the average debt service mill levy imposed by such district in the ten (10) years prior to the date of repayment of the debt incurred for Public Improvements other than Regional Improvements; and

B. For a district with property within its boundaries developed solely for commercial uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20th) year; (ii) shall be one and one-half (1.5) mills from the twenty-first (21st)year through the date of repayment of debt incurred for Public Improvements, other than Regional Improvements; and (iii) for five (5) years thereafter, the mill levy shall be the lesser of twenty (20) mills or a mill levy equal to the average debt service mill levy imposed by such district in the ten (10) years prior to the date of repayment of debt issued for Public Improvements, other than Regional Improvements; and

C. Any district may, pursuant to any intergovernmental agreement with the City, extend the term for application of the ARI Mill Levy beyond the years set forth in A and B above. The Maximum Mill Levy Imposition Term shall include the terms set forth in A and B above and any extension of the term as approved in an intergovernmental agreement as described herein.

D. All mills described in this ARI Mill Levy definition shall be subject to adjustment as follows: On or after January 1, 2004, if there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the one (1) mill levy described above may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes, for purposes of the foregoing, a

change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

E. The District may, in any given year, impose an additional mill levy and prepay one or more years of the mills described in this ARI Mill Levy definition; provided that (i) the total aggregate mills required to be imposed are paid in full; (ii) such prepayment and additional levy are consistent with, and authorized pursuant to, an intergovernmental agreement between the City and the District (the "**ARI Mill Levy IGA**"); and (iii) the proceeds of any such additional levy or prepayment are applied solely toward satisfying the District's ARI Mill Levy obligation and funding the costs of planning, design, permitting, construction, acquisition, or financing of the improvements described in the ARI Mill Levy IGA.

Board: means the board of directors of the District.

Bond, Bonds or Debt: means bonds or other obligations for the payment of which the District has promised to impose an *ad valorem* property tax mill levy, and/or collect Fee revenue.

City: means the City of Aurora, Colorado.

City Code: means the City Code of the City of Aurora, Colorado.

City Council: means the City Council of the City of Aurora, Colorado.

District: means the Eagle's Nest Metropolitan District.

End User: means any owner, or tenant of any owner, of any taxable improvement within the District, 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.

Fees: means any fee imposed by the District for services, programs or facilities provided by the District, as described in Section V.A.11. below.

Financial Plan: means the Financial Plan described in Section VII which describes (i) how the Public Improvements are to be financed; (ii) how the Debt is expected to be

incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

Inclusion Area Boundaries: means the boundaries of the area described in the Inclusion Area Boundary Map.

Inclusion Area Boundary Map: means the map attached hereto as **Exhibit C-2**, describing the property proposed for inclusion within the District.

Initial District Boundaries: means the boundaries of the area 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.

Project: means the development or property commonly referred to as Eagle's Nest.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act, except as specifically limited in Section V below to serve the future taxpayers and inhabitants of the Service Area as determined by the Board of the District.

Regional Improvements: means Public Improvements and facilities that benefit the Service Area and which are to be financed pursuant to Section VI below.

Service Area: means the property within the Initial District Boundary Map and the Inclusion Area Boundary Map.

Service Plan: means this service plan for the District approved by City Council.

Service Plan Amendment: means an amendment to the Service Plan approved by City Council in accordance with the City's ordinance and the applicable state law.

Special District Act: means Section 32-1-101, et seq., of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real or personal property within the Service Area subject to ad valorem taxes imposed by the District.

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately sixteen and five hundredths (16.050) acres and the total area proposed to be included in the Inclusion Area Boundaries is approximately zero (0) acres. A legal description of the Initial District Boundaries and the Inclusion Area Boundaries is attached hereto as **Exhibit A**. A vicinity map is attached hereto as **Exhibit B**. A map of the 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**. It is anticipated that the District's boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Section 32-1-401, et seq., C.R.S., and Section 32-1-501, et seq., C.R.S., subject to the limitations set forth in Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately sixteen and five hundredths (16.050) acres of commercial land. The current assessed valuation of the Service Area is approximately $464,090 for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The population of the District at build-out is estimated to be approximately zero (0) people.

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Service Plan Amendment.

The District shall have the power and authority to provide the Public Improvements and related operation and maintenance services within and without the boundaries of the District as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

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 not be authorized to operate and maintain any part or all of the Public Improvements, other than park and recreation improvements, unless the provision of such operation and maintenance is pursuant to an intergovernmental agreement with the City. The District shall be authorized, but not obligated to, operate and maintain park and recreation improvements without an intergovernmental agreement with the City, provided that any Fee 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 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 shall be open to the general public and Non-District Aurora residents free of charge.

2. Fire Protection Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction Limitation. Acknowledging that the City has financed public golf courses and desires to coordinate the construction of public golf courses in the City's boundaries, the District shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

5. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the

Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

8. Overlap Limitation. The District shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the 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 Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Fees used for the purpose of repayment of Debt.

10. Total Debt Issuance Limitation. The District shall not issue Debt in excess of Fifteen Million Dollars ($15,000,000).

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. 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 be 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.

14. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

15. Service Plan Amendment Requirement. This Service Plan has been designed with sufficient flexibility to enable the District to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the District which violate the limitations set forth in V.A.1-14 above or in VII.B-G. shall be deemed to be material modifications to this Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

B. Preliminary Engineering Survey.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the District, to be more specifically defined in an Approved Development Plan. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the Service Area and is approximately Five Million Dollars ($5,000,000).

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.

VI. REGIONAL IMPROVEMENTS

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of participation in the alternatives set forth in Section VI.A, B or C below.

The District shall impose the ARI Mill Levy and shall convey it as follows:

A. If the District has executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the terms of which provide for the City to appoint no less than thirty percent (30%) and no more than forty-nine percent (49%) of the Board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

B. If the City and the District have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the District in accordance with such agreement; or

C. If neither Section VI.A nor VI.B above is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under this Section VI and shall not expend such revenue until an intergovernmental agreement is executed between the District establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the Service Plan by the City and neither Section VI.A nor VI.B above have occurred within two (2) years from the date of the approval of the Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the District as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, the District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI. B above. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Section VI.A, B or C set forth above, unless the City has agreed otherwise in writing; provided, however in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. The District shall cease to be obligated to impose, collect and convey to the City the revenue from the ARI Mill Levy described in this Section VI at such time as the area within the District's boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq.,

C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements.

The District shall have the authority to issue Debt for the Regional Improvements, in an amount not to exceed Fifteen Million Dollars ($15,000,000) pursuant to agreements as described in VI.A, B or C above.

VII. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy, Fees and other legally available revenues. The total Debt that the District shall be permitted to issue shall not exceed Fifteen Million Dollars ($15,000,000) and shall be permitted to be issued on a schedule and in such year or years as the District determine shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. All bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including general ad valorem taxes and Fees to be imposed upon all Taxable Property within the District. The District will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy.

The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

1. For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 below; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in

good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

2. For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

3. For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 above, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

D. Maximum Debt Mill Levy Imposition Term.

The District shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI. Other than the ARI Mill Levy, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

E. Debt Repayment Sources.

The District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance. The District may also rely upon various other revenue sources authorized by law. At the District's discretion, these may include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(l), C.R.S., as amended from time to time. In no event shall the debt service mill levy in the District exceed the Maximum Debt Mill Levy or, for residential property within the District, the Maximum Debt Mill Levy Imposition Term, except pursuant to an intergovernmental agreement between the District and the City for Regional Improvements.

F. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

> By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

G. Security for Debt.

The District shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the City of payment of any of the District's obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

H. TABOR Compliance.

The District will comply with the provisions of TABOR. In the discretion of the Board, the District may set up other qualifying entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by the District will remain under the control of the District's Board.

I. District's Operating Costs.

The 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, are anticipated to be One Hundred Thousand Dollars ($100,000), 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 is estimated to be Fifty Thousand Dollars ($50,000) 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 mill levy as necessary for provision of operation and maintenance services to its taxpayers and service users.

VIII. ANNUAL REPORT

A. General.

The District shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.

2. Intergovernmental Agreements with other governmental entities, either entered into or proposed as of December 31 of the prior year.

3. Copies of the District's rules and regulations, if any as of December 31 of the prior year.

4. A summary of any litigation which involves the District Public Improvements as of December 31 of the prior year.

5. Status of the District's construction of the Public Improvements as of December 31 of the prior year.

6. A list of all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of December 31 of the prior year.

7. The assessed valuation of the District for the current year.

8. Current year budget including a description of the Public Improvements to be constructed in such year.

9. Audit of the District's financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.

10. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.

11. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

IX. DISSOLUTION

Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

X. DISCLOSURE TO PURCHASERS

The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, Fees, tolls and charges. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

XI. INTERGOVERNMENTAL AGREEMENT

The form of the intergovernmental agreement required by the City Code, relating to the limitations imposed on the District's activities, is attached hereto as **Exhibit D**. The District shall approve the intergovernmental agreement in the form attached as **Exhibit D** at its first Board meeting after its organizational election. Failure of the District to execute the intergovernmental agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The City Council shall approve the intergovernmental agreement in the form attached as **Exhibit D** at the public hearing approving the Service Plan.

XII. CONCLUSION

It is submitted that this Service Plan for the District, as required by Section 32-1-203(2), C.R.S., and Section 122-35 of the City Code, establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;

2. The existing service in the area to be served by the District is inadequate for present and projected needs;

3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries; and

4. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

5. Adequate service is not, and will not be, available to the area through the City or county or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.

6. The facility and service standards of the District are compatible with the facility and service standards of the City within which the special district is to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.

7. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the City Code.

8. The proposal is in compliance with any duly adopted City, regional or state long-range water quality management plan for the area.

9. The creation of the District is in the best interests of the area proposed to be served.

EXHIBIT A

Legal Description

EXHIBIT A

LEGAL DESCRIPTION – EAGLE'S NEST METROPOLITAN DISTRICT

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 19, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 19 BEARS NORTH 89°26'27" EAST, WITH ALL BEARINGS CONTAINED HEREIN REFERENCED THERETO;

THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, NORTH 89°26'27" EAST 210.01 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 1236 AT PAGE 393 OF THE ARAPAHOE COUNTY RECORDS AND THE **POINT OF BEGINNING**;

THENCE ALONG THE EAST LINE OF SAID PARCEL OF LAND NORTH 00°04'45" EAST 337.75 FEET TO THE SOUTHERNMOST CORNER OF THAT PARCEL OF LAND DESCRIBED IN DEED RECORDED AT RECEPTION NO. B5050388;

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL OF LAND NORTH 32°24'56" EAST 425.78 FEET TO THE EASTERNMOST CORNER OF SAID PARCEL OF LAND AND THE SOUTHERLY LINE OF THAT PARCEL OF LAND DESCRIBED AS EXHIBIT A2 IN DEED RECORDED AT RECEPTION NO. B3256817;

THENCE DEPARTING SAID SOUTHEASTERLY LINE, NORTH 32°24'56" EAST 75.02 FEET TO THE NORTHERLY LINE OF SAID PARCEL OF LAND DESCRIBED AS EXHIBIT A2 AND THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE 38.81 FEET THROUGH A CENTRAL ANGLE OF 88°57'03" TO THE SOUTHERLY RIGHT-OF-WAY OF SMOKY HILL ROAD;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY THE FOLLOWING 3 COURSES:

1) TANGENT TO SAID CURVE SOUTH 58°38'00" EAST 171.67 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 6072.00 FEET;

2) SOUTHEASTERLY ALONG SAID CURVE 526.23 FEET THROUGH A CENTRAL ANGLE OF 4°57'56"

3) TANGENT TO SAID CURVE SOUTH 63°35'56" EAST 917.80 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19;

THENCE DEPARTING THE SOUTHERLY RIGHT-OF-WAY OF SAID SMOKY HILL ROAD, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, SOUTH 89°26'29" WEST 1732.41 FEET TO THE **POINT OF BEGINNING**,

CONTAINING 16.050 ACRES (699,126 SQUARE FEET), MORE OR LESS.

FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

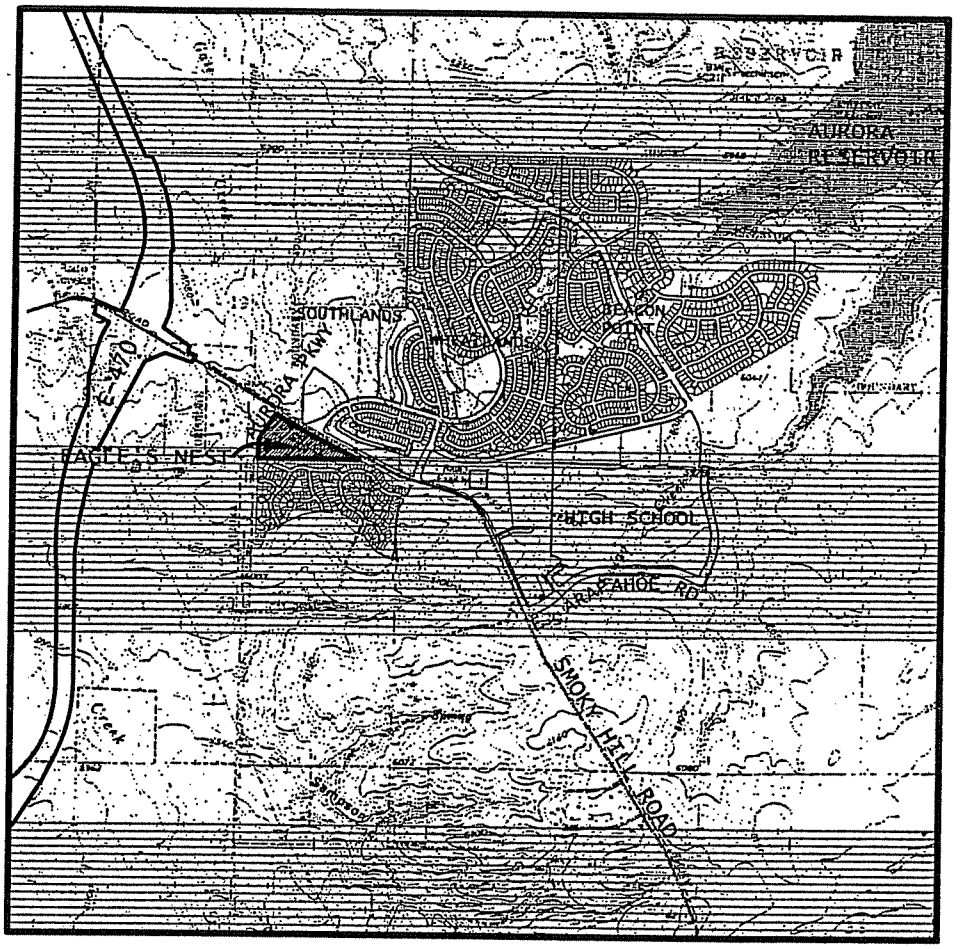
COLORADO REGISTERED
KENNETH D. BAKER
5-4-07
15606
PROFESSIONAL LAND SURVEYOR

KENNETH D. BAKER, LICENSED PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. No. 15606
300 E. MINERAL AVENUE
LITTLETON, COLORADO 80122

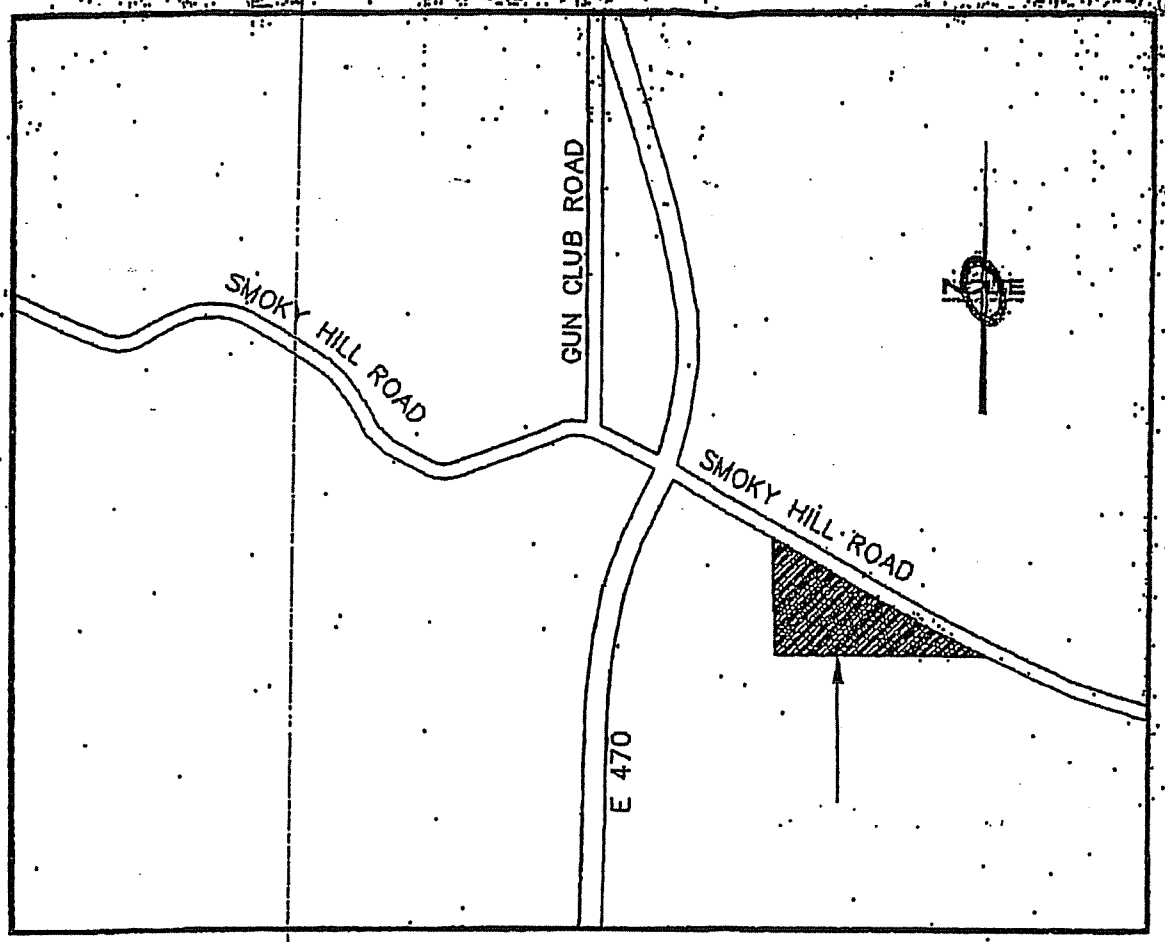
EXHIBIT B

Aurora Vicinity Map

EAGLE'S NEST METROPOLITAN DISTRICT



VICINITY MAP
NTS



VICINITY MAP
NOT TO SCALE

EXHIBIT C-1

Initial District Boundary Map

EAGLE'S NEST VILLAGE CENTER SUBDIVISION FILING NO. 1

SITUATED IN THE SE 1/4 OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE 6th P.M.
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

SHEET 1 OF 3

DEDICATION:

KNOW ALL PEOPLE BY THESE PRESENTS, THAT THE UNDERSIGNED WARRANTS THAT IT IS THE OWNER OF A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 19, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 19 BEARS NORTH 89°26'27" EAST, WITH ALL BEARINGS CONTAINED HEREIN REFERENCED THERETO;

THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, NORTH 89°26'27" EAST 210.01 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 1236 AT PAGE 383 OF THE ARAPAHOE COUNTY RECORDS AND THE POINT OF BEGINNING;

THENCE ALONG THE EAST LINE OF SAID PARCEL OF LAND NORTH 00°04'46" EAST 337.78 FEET TO THE SOUTHERNMOST CORNER OF THAT PARCEL OF LAND DESCRIBED IN DEED RECORDED AT RECEPTION NO. B5080308;

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL OF LAND NORTH 32°24'56" EAST 415.79 FEET TO THE EASTERNMOST CORNER OF SAID PARCEL OF LAND AND THE SOUTHERLY LINE OF THAT PARCEL OF LAND DESCRIBED AS EXHIBIT A1 IN DEED RECORDED AT RECEPTION NO. B3256817;

THENCE DEPARTING SAID SOUTHEASTERLY LINE, NORTH 32°24'56" EAST 73.02 FEET TO THE NORTHERLY LINE OF SAID PARCEL OF LAND DESCRIBED AS EXHIBIT A2 AND THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 23.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE 38.81 FEET THROUGH A CENTRAL ANGLE OF 96°37'03" TO THE SOUTHERLY RIGHT-OF-WAY OF SMOKY HILL ROAD;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY THE FOLLOWING 3 COURSES:

1) TANGENT TO SAID CURVE SOUTH 58°38'00" EAST 171.67 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 5672.00 FEET;

2) SOUTHEASTERLY ALONG SAID CURVE 828.33 FEET THROUGH A CENTRAL ANGLE OF 8°22'26";

3) TANGENT TO SAID CURVE SOUTH 83°35'56" EAST 817.80 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19;

THENCE DEPARTING THE SOUTHERLY RIGHT-OF-WAY OF SAID SMOKY HILL ROAD, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, SOUTH 89°26'28" WEST 1732.41 FEET TO THE POINT OF BEGINNING.

CONTAINING 18.050 ACRES (786,129 SQUARE FEET), MORE OR LESS.

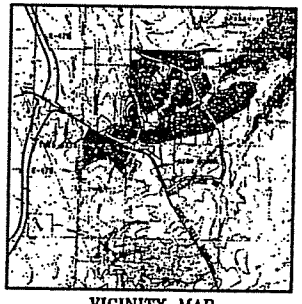
HAVE LAID OUT, PLATTED, AND SUBDIVIDED THE SAME INTO LOTS AND A BLOCK AS SHOWN ON THIS PLAT, UNDER THE NAME AND STYLE OF EAGLE'S NEST VILLAGE CENTER SUBDIVISION FILING NO. 1 AND BY THESE PRESENTS DO HEREBY DEDICATE TO THE CITY OF AURORA, COLORADO, FOR THE PERPETUAL USE OF THE PUBLIC, THE STREETS AND EASEMENTS AS SHOWN HEREON AND NOT PREVIOUSLY DEDICATED TO THE PUBLIC.

THE UNDERSIGNED OWNER(S), FOR THEMSELVES, THEIR HEIRS, SUCCESSORS AND ASSIGNS, COVENANT AND AGREE WITH THE CITY OF AURORA;

THAT NO STRUCTURE CONSTRUCTED ON ANY PORTION OF THE PLATTED LAND SHOWN HEREON, SHALL BE OCCUPIED OR USED UNLESS AND UNTIL ALL PUBLIC IMPROVEMENTS AS DEFINED BY CHAPTER 147, OF THE CITY CODE OF AURORA, COLORADO, ARE IN PLACE AND ACCEPTED BY THE CITY, OR CASH FUNDS OR OTHER SECURITY FOR THE SAME ARE ESCROWED WITH THE CITY OF AURORA, AND A CERTIFICATE OF OCCUPANCY HAS BEEN ISSUED BY THE CITY;

THAT ALL ELECTRICAL AND COMMUNITY UTILITY LINES AND SERVICES, AND ALL STREET LIGHTING CIRCUITS, EXCEPT AS PROVIDED IN SECTION 136-105 OF THE CITY CODE AS THE SAME MAY BE AMENDED FROM TIME TO TIME, SHALL BE INSTALLED UNDERGROUND;

THAT ALL CROSSINGS OR ENCROACHMENTS BY PRIVATE UTILITIES INTO EASEMENTS OWNED BY THE CITY OF AURORA ARE ACKNOWLEDGED BY THE UNDERSIGNED AS BEING SUBJECT TO THE CITY OF AURORA'S USE AND OCCUPANCY OF SAID EASEMENTS; AND HEREBY AGREE TO INDEMNIFY THE CITY OF AURORA FOR ANY LOSS, DAMAGE OR REPAIR TO CITY FACILITIES THAT MAY RESULT FROM THE INSTALLATION, OPERATION OR MAINTENANCE OF SAID PRIVATE UTILITIES; AND THAT THEY FURTHER AGREE TO HOLD HARMLESS THE CITY OF AURORA, ITS AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS OF DAMAGES TO PRIVATE UTILITIES ARISING FROM THE CITY'S USE OR OCCUPANCY OF THE EASEMENTS OWNED BY THE CITY OF AURORA.



VICINITY MAP
NTS

OWNER:

EAGLE'S NEST VILLAGE CENTER PARTNERS LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: _____

Mark E. DeRose AUTHORIZED SIGNATORY

NOTARY:

STATE OF COLORADO)
) ss
COUNTY OF ARAPAHOE)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 2nd DAY OF March, 2007, A.D. BY Mark E. DeRose FOR EAGLE'S NEST VILLAGE PARTNERS LLC, A COLORADO LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND SEAL

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES 02/14/2009

DAMARIA M FARRIS
Notary Public
State of Colorado

MORTGAGE HOLDER:

THE UNDERSIGNED AS MORTGAGE HOLDER ON PART OR ALL OF THE HEREON SHOWN PROPERTY, DOES HEREBY AGREE AND CONSENT TO THE PLATTING OF SAID PROPERTY AS SHOWN HEREON.

ASSOCIATED BANK, NATIONAL ASSOCIATION

BY: Roy L. Bierschenk

AUTHORIZED SIGNATORY

GENERAL NOTES:

1. RIGHT-OF-WAY FOR INGRESS AND EGRESS FOR SERVICE AND EMERGENCY VEHICLES IS GRANTED OVER, ACROSS, ON AND THROUGH ANY AND ALL PRIVATE ROADS, WAYS, AND FIRE LANES NOW OR HEREAFTER ESTABLISHED ON THE DESCRIBED PROPERTY. THE SAME ARE HEREBY DESIGNATED AS FIRE LANES AND EMERGENCY AND SERVICE VEHICLE ROADS, AND SHALL BE POSTED "NO PARKING-FIRE LANE".

2. THE BASIS OF BEARINGS FOR THIS PLAT IS THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 65 WEST, ASSUMED TO BEAR NORTH 89°26'27" EAST AND MONUMENTED AS SHOWN HEREON.

3. THE EASEMENT AREA WITHIN EACH LOT IS TO BE CONTINUOUSLY MAINTAINED BY THE OWNER OF THE LOT, EXCEPTING THE CITY OF AURORA FROM SUCH RESPONSIBILITY. ANY STRUCTURES INCONSISTENT WITH THE USE GRANTED IN THE EASEMENT ARE PROHIBITED.

4. LAND TITLE GUARANTEE COMPANY COMMITMENT NO. ABO70187329-2 DATED JANUARY 5, 2007 AT 8:00 P.M. WAS RELIED UPON FOR RECORD INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES. THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY AZTEC CONSULTANTS, INC. TO DETERMINE OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF PUBLIC RECORD.

5. ALL OWNERS OF LOTS ADJACENT TO SMOKY HILL ROAD SHALL BE REQUIRED TO COMPLY WITH THE REQUIREMENTS OF THE AURORA CITY CODE THAT MAY RESTRICT THE ABILITY TO BUILD A FENCE ALONG THAT STREET OR THE TYPES AND SIZES OF FENCES THAN CAN BE BUILT ALONG THAT STREET.

6. NON-EXCLUSIVE SIDEWALK EASEMENTS ARE HEREBY GRANTED TO THE CITY OF AURORA FOR THE PURPOSE OF MAINTAINING, RECONSTRUCTING, CONTROLLING AND USING SUCH SIDEWALKS TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS, PROVIDED THAT THE CITY SHALL NOT INTERFERE WITH ANY OTHER STRUCTURES OR IMPROVEMENTS.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT I WAS IN RESPONSIBLE CHARGE OF THE SURVEY WORK USED IN THE PREPARATION OF THIS PLAT; THAT THE POSITIONS OF THE PLATTED POINTS SHOWN HEREON HAVE AN ACCURACY OF NOT LESS THAN ONE (1) FOOT IN TEN THOUSAND (10,000) FEET PRIOR TO ADJUSTMENTS; AND ALL BOUNDARY MONUMENTS AND CONTROL CORNERS SHOWN HEREON ARE IN PLACE AS DESCRIBED ON JULY 19, 2006.

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR
KENNETH D. BAKER
15606
PRELIMINARY

_____

KENNETH D. BAKER, LICENSED PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. No. 15606
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

NOTICE:

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION /OR STATEMENT SHOWN HEREON.

CITY OF AURORA APPROVAL:

THE FOREGOING INSTRUMENT IS APPROVED FOR FILING AND CONVEYANCE OF STREETS AND EASEMENTS AS SHOWN HEREON AND IS ACCEPTED BY THE CITY OF AURORA, COLORADO, THIS 26th DAY OF March, 2007, SUBJECT TO THE CONDITION THAT THE CITY SHALL UNDERTAKE THE MAINTENANCE OF ANY SUCH STREETS ONLY AFTER THE CONSTRUCTION HAS BEEN COMPLETED BY THE SUBDIVIDER TO CITY OF AURORA SPECIFICATIONS.

_____ 03.26.2007
DIRECTOR OF PUBLIC WORKS — DATE

_____ 3.30.07
CITY ATTORNEY — DATE

_____ 3/28/2007
PLANNING DIRECTOR — DATE

CLERK AND RECORDER'S CERTIFICATE:

ACCEPTED FOR FILING IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF ARAPAHOE COUNTY, COLORADO ON THIS 3rd DAY OF April, 2007, A.D. AT 9:51 O'CLOCK A.M.

_____ _____
COUNTY CLERK AND RECORDER — DEPUTY

FILE NO.: _____
MAP NO.: _____
RECEPTION NO.: B7055229
BK 536
Pgs 73-75

AZTEC CONSULTANTS, Inc.
A LAND SURVEYING COMPANY

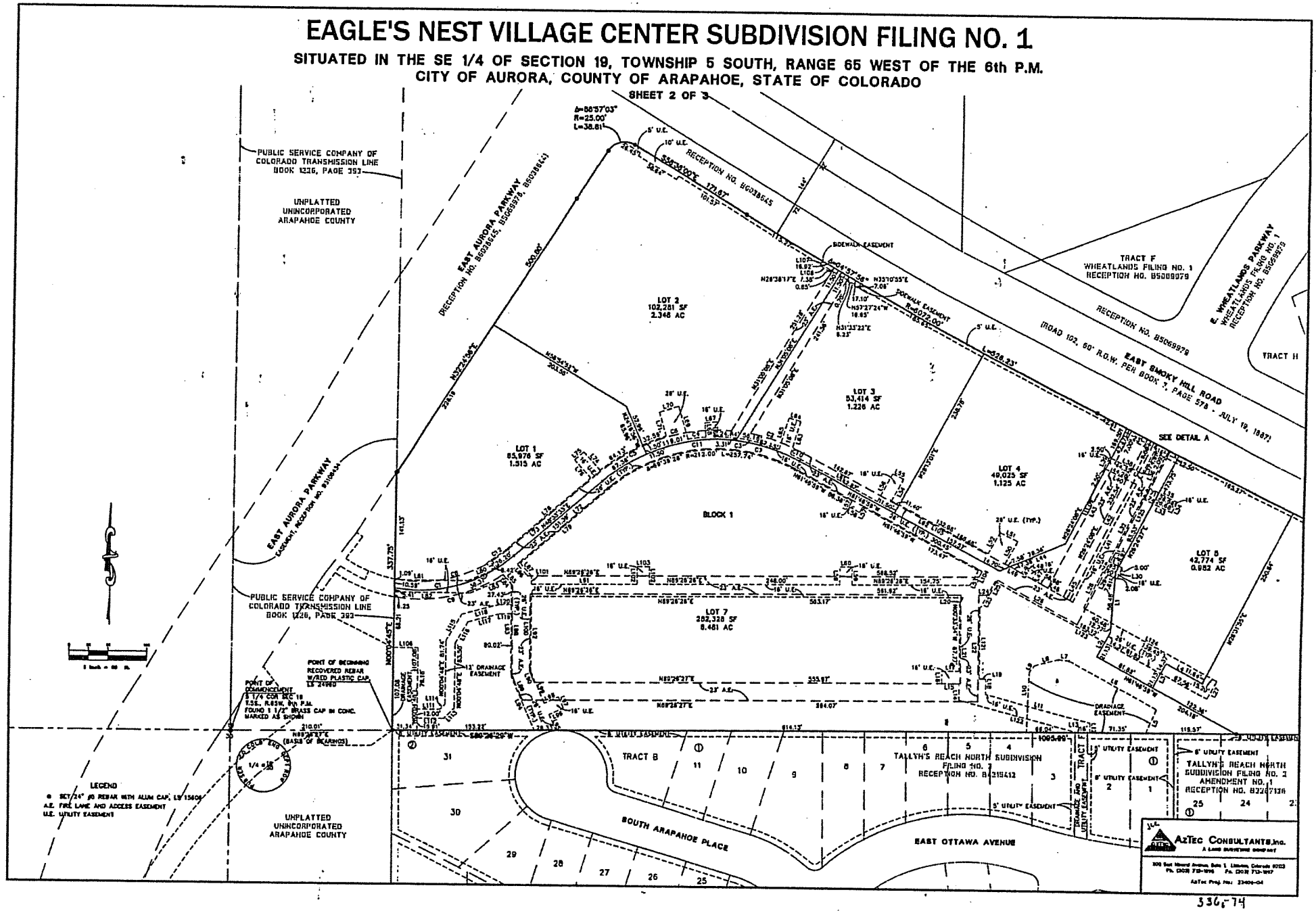
336-75

831

EAGLE'S NEST VILLAGE CENTER SUBDIVISION FILING NO. 1

SITUATED IN THE SE 1/4 OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE 6th P.M.
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO

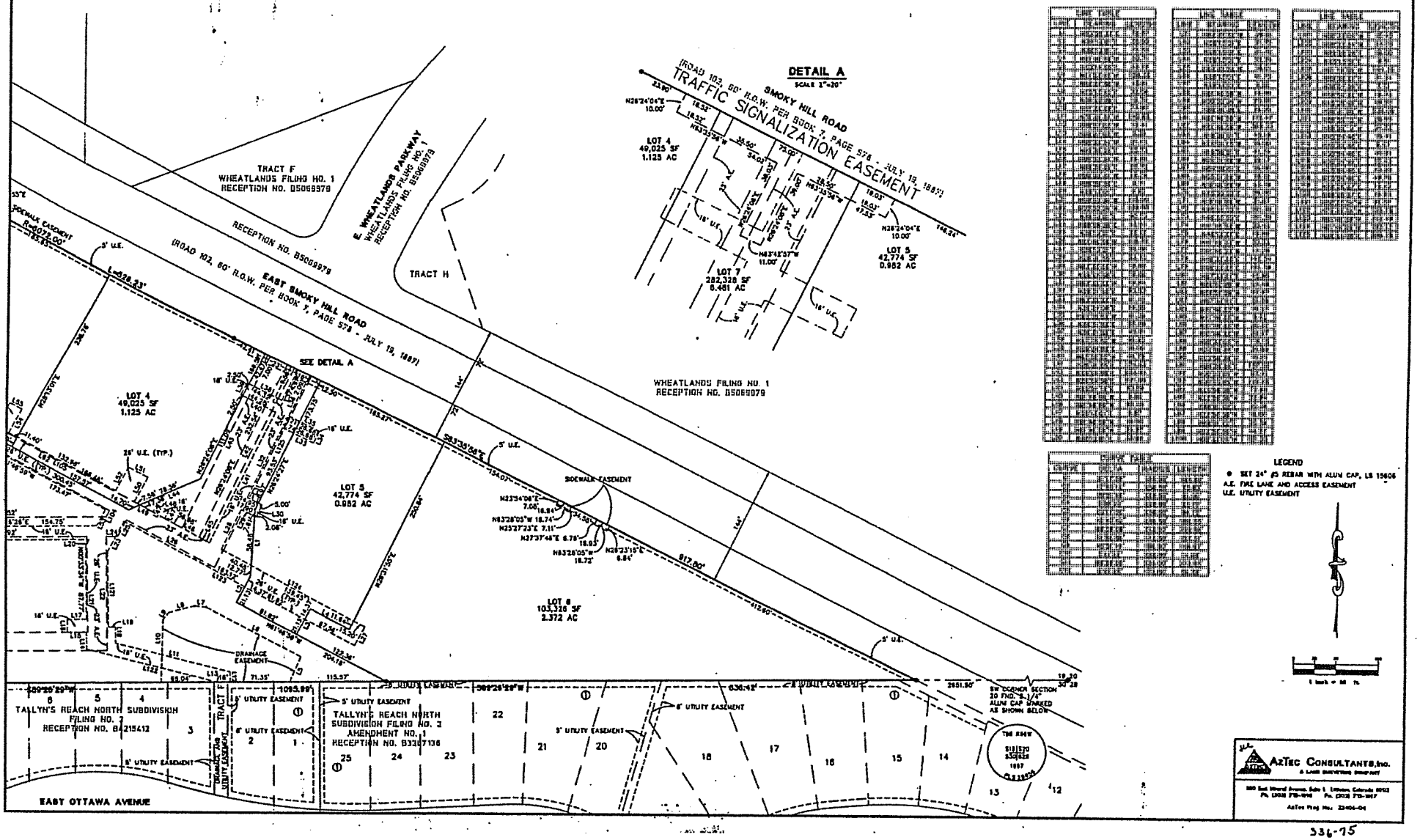
SHEET 2 OF 3



336-74

EAGLE'S NEST VILLAGE CENTER SUBDIVISION FILING NO. 1

SITUATED IN THE SE 1/4 OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE 6th P.M.
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO
SHEET 3 OF 3



336-75

EXHIBIT C-2

Inclusion Area Boundary Map

NOT APPLICABLE

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EXHIBIT D

Intergovernmental Agreement between the District and Aurora

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF AURORA, COLORADO
AND
EAGLE'S NEST METROPOLITAN DISTRICT

THIS AGREEMENT is made and entered into as of this 10th day of December, 2007, by and between the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado ("City"), and EAGLE'S NEST 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 Service Plan approved by the City on July 16, 2007 ("Service Plan"); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the City and the District, as required by the Aurora City Code; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement ("Agreement").

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

Operations and Maintenance. The District shall dedicate the Public Improvements (as defined in the 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 not be authorized to operate and maintain any part or all of the Public Improvements, other than park and recreation improvements, unless the provision of such operation and maintenance is pursuant to an intergovernmental agreement with the City.

The District shall be authorized, but not obligated to, operate and maintain park and recreation improvements without an intergovernmental agreement with the City, provided that any Fee imposed by the District for access to such park and recreation improvements shall not result in Non-District City residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the District. However, the District shall be entitled to impose an administrative fee as necessary to cover additional expenses associated with Non-District City residents to

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 shall be open to the general public and Non-District City residents free of charge.

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.

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.

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.

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.

Issuance of Privately Placed Debt. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption

provisions, is reasonable considering the financial circumstances of the District.

Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

Overlap Limitation. The District shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the 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.

Initial Debt. On or before the effective date of approval by the City of an Approved Development Plan (as defined in the Service Plan), the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any fees used for the purpose of repayment of Debt.

Total Debt Issuance. The District shall not issue Debt in excess of Fifteen Million Dollars ($15,000,000).

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.

Debt Issuance Limitation. The District shall not be authorized to incur any indebtedness until such time as the District has approved and executed the IGA and approved the imposition of the Aurora Regional Improvement Mill Levy (as defined in the Service Plan) upon all taxable property located within the boundaries of the District.

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.

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.

Bankruptcy. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

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.

Disclosure to Purchasers. The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, Fees, tolls and charges. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

Service Plan Amendment Requirement. Actions of the District which violate the limitations set forth in V.A.1-14 or VII.B-G of the Service Plan shall be deemed to be material modifications to the Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

Annual Report. The District shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and

Decree creating the District has been issued, pursuant to the City Code and containing the information set forth in Section VIII of the Service Plan.

Regional Improvements. The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of participation in the alternatives set forth in Section VI.A, B or C of the Service Plan.

The District shall impose the ARI Mill Levy and shall convey it as follows:

If the District has executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the terms of which provide for the City to appoint no less than thirty percent (30%) and no more than forty-nine percent (49%) of the Board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

If the City and the District have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the District in accordance with such agreement; or

If neither Section VI.A nor VI.B of the Service Plan is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under Section VI of the Service Plan and shall not expend such revenue until an intergovernmental agreement is executed between the District establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the Service Plan by the City and neither Section VI.A nor VI.B of the Service Plan above have occurred within two (2) years from the date of the approval of the Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the District as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, the District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI. B of the Service Plan.

The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Section VI.A, B or C of the Service Plan, unless the City has agreed otherwise in writing; provided, however in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. The District shall cease to be obligated to impose, collect and convey to the City the revenue from the ARI Mill Levy described in Section VI of the Service Plan at such time as the area within the District's boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements.

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:

For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 of the Service Plan; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

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.

For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 of the Service Plan, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt

shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

Maximum Debt Mill Levy Imposition Term. The District shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI of the Service Plan. Other than the ARI Mill Levy, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

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:
Eagle's Nest Metropolitan District
c/o White, Bear and Ankele Professional Corporation
1805 Shea Center Dr., Suite 100
Highlands Ranch, CO 80129
Attn: Kristen D. Bear, Esq.
Phone: (303) 858-1800
Fax: (303) 858-1801

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.

Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

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.

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.

Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

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.

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.

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.

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.

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.

Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

[Remainder of page intentionally left blank].

[SIGNATURE PAGE TO INTERGOVERNMENTAL AGREEMENT]

EAGLE'S NEST METROPOLITAN DISTRICT

By: _____
President

Attest:

_____
Secretary

CITY OF AURORA, COLORADO

By: _____
Edward J. Tauer, Mayor

Attest:

By: _____
Its: City Clerk

APPROVED AS TO FORM: _____

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF AURORA, COLORADO
AND
EAGLE'S NEST METROPOLITAN DISTRICT

(ARI Mill Levy)

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into as of this ___ day of _____, 2026, by and between the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado ("City"), and EAGLE'S NEST 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 Service Plan approved by the City on July 16, 2007 ("Original Service Plan"); and

WHEREAS, the First Amendment to the Service Plan, approved by the City on _____ ___, 2026 ("First Amendment" and together with the Original Service Plan, the "Service Plan"), authorizes the District, pursuant to an intergovernmental agreement with the City, to impose an additional levy and prepay all or a portion of its ARI Mill Levy obligation, so long as the total ARI Mill Levy obligation required under the Service Plan is fulfilled; and

WHEREAS, the City and the District desire to define the terms for the imposition and transfer of ARI Mill Levy revenue from the District to the City for use in funding the "Gun Club Road Project" and to confirm the District's applicable ARI Mill Levy obligation; 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. Purpose. The Parties agree that the District may, in any given year, impose an additional mill levy and prepay one or more years of the mills for the ARI Mill Levy as described herein; provided that the total aggregate mills required to be imposed are paid in full and the proceeds of any such additional levy or prepayment are applied solely toward satisfying the District's ARI Mill Levy obligation and funding the costs of planning, design, permitting, construction, acquisition, or financing of the improvements as described herein.

2. ARI Mill Levy Terms. The District shall impose the ARI Mill Levy in accordance with the following tiers:

a. Tier 1 ARI Mill Levy: The Parties agree that the "Tier 1" ARI Mill Levy of 1.000 mills (as adjusted) beginning in the first year of collection of a debt service mill levy shall be collected for a period of twenty (20) years.

b. Tier 2 ARI Mill Levy: The Parties agree that the "Tier 2" ARI Mill Levy of 5.000 mills shall not apply, as the District's debt obligations were paid in full prior to the twenty-first (21st) year of collection of a debt service mill levy.

c. Tier 3 ARI Mill Levy: The Parties agree that the "Tier 3" ARI Mill Levy of 20.000 mills was scheduled to commence in 2028 (for collection in 2029) through 2032 (for collection in 2033).

3. Revenue Collection. The Parties agree that the total remaining ARI Mill Levy to be imposed by the District shall equal 103.117 mills (1.039 Tier 1 ARI Mill Levy x 3 years) + (20.000 Tier 3 ARI Mill Levy x 5 years) ("Total ARI Mills").

a. Implementation Period. The District shall impose and collect the remaining Total ARI Mills over a four-year period, commencing in 2025 (for collection in 2026) and concluding in 2028 (for collection in 2029).

b. Allocation. For years 2025 (for collection in 2026), 2026 (for collection in 2027), 2027 (for collection in 2028), and 2028 (for collection in 2029) the ARI Mill Levy revenue remitted by the District to the City shall equal the product of 25.779 mills (the total ARI Mills / 4 years) multiplied by the Final Assessed Value for such year, as certified by Arapahoe County, less treasurer's fees and collection costs.

c. Remittance. The District shall remit ARI Mill Levy revenue to the City on a quarterly basis, with each payment due within thirty (30) days after the end of each calendar quarter in which such revenues are received by the District. The City shall apply all ARI Mill Levy revenues to the design and construction of Gun Club Road from Quincy Avenue to Aurora Parkway (the "Project"). The Project is the design and construction of a 4-lane roadway section (expandable to future 6-lane section) from Quincy Avenue to Aurora Parkway.

If, prior to the dissolution of the District (which as of the date of this Agreement is planned for 2029), the City determines that (i) ARI Mill Levy revenues cannot be applied to the Project, (ii) the Project is infeasible, or (iii) the Project will not proceed as described, the City shall provide written notice to the District describing the basis for such determination and the proposed alternate use. The parties shall meet and confer to select an alternative regional transportation project in the general vicinity of the District (an "Alternate Project"). No redirection of ARI Mill Levy revenues prior to the District's dissolution shall occur unless (a) the District approves the Alternate Project in writing, or (b) the District fails to respond within sixty (60) days after receipt of the City's notice, in which case the City's proposed Alternate Project shall be deemed approved. Prior to the District's dissolution, the

City shall provide the District an annual written status update regarding the City's use of ARI Mill Levy revenues.

4. Effective Date: This Agreement shall be effective upon full execution of the Parties (the "Effective Date").

5. Current ARI Mill Levy Revenue. The District shall transfer any ARI Mill Levy revenues currently being held by the District to the City within 30 days of the Effective Date. The City shall apply such revenues exclusively to the Gun Club Road Project.

6. 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:
Eagle's Nest Metropolitan District
WBA, PC
2154 East Commons Avenue, Suite 2000
Centennial, CO 80122
Attn: Clint C. Waldron, Esq.
Phone: (303) 858-1800
Fax: (303) 858-1801

To the City:
City of Aurora
15151 E. Alameda Pkwy., 5th Floor
Aurora, CO 80012
Attn: Pete Schulte, 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.

7. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

8. 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.

9. 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.

10. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

11. 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.

12. 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. This Agreement shall supersede all prior understandings, discussions, negotiations, and agreements related to the ARI Mill Levy revenues.

13. 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.

14. 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.

15. 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.

16. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

17. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

SIGNATURE PAGES TO INTERGOVERNMENTAL AGREEMENT

EAGLE'S NEST METROPOLITAN DISTRICT

By: _____
President

Attest:

_____
Secretary

CITY OF AURORA, COLORADO

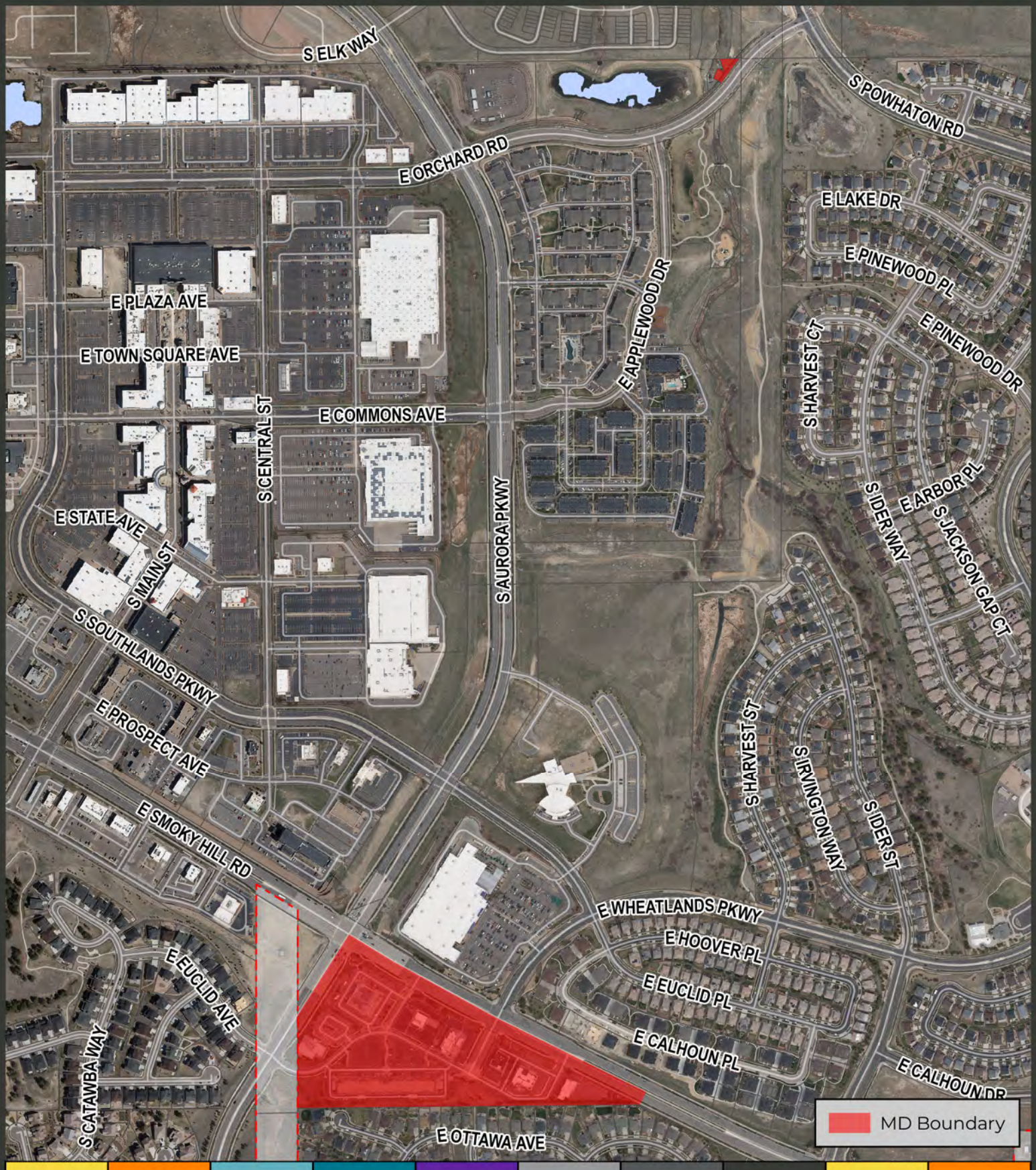
By: _____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

_____
BRIAN J. RULLA, Assistant City Attorney



Planning and Business Development

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

Miles 0 0.05 0.1

City of Aurora, Colorado

Eagle's Nest Metropolitan District

1/27/2026 I:\GIS\ArcGIS_Pro_Projects\Planning\Jake C\2026\2794-2797_Michael Kerrigan\2795_EaglesNestMD.aprx

CITY OF AURORA
Council Agenda Commentary

Item Title: Green Valley Ranch Metro District Nos. 6-14 Service Plan Amendment (Ordinance)
Item Initiator: Michael Kerrigan, Special District Administrator, Development Services
Staff Source/Legal Source: Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Economically Strong: Building a conducive development climate, a diverse mix of industries and housing options, and fostering economic growth so that our community thrives and remains resilient.

COUNCIL MEETING DATES:

Study Session: 3/23/2026

Regular Meeting: 4/6/2026

2nd Regular Meeting (if applicable): 4/20/2026

Item requires a Public Hearing: ☒ Yes ☐ No

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

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

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

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item as Proposed at Policy Committee

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as Proposed at Study Session

☐ Information Only

☐ Approve Item as Proposed at Regular Meeting

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 2/26/2026

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

☒ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

The Green Valley Ranch East ("GVRE") Metropolitan District Nos. 6-14 are located in Adams County bounded generally between E. 56th Avenue and E. 38th Avenue on the north and south respectively, and between Picadilly Rd. and E-470 on the west and east respectively. GVRE Metropolitan District Nos. 6-9 are partially developed with resident homeowners and various homebuilder property owners. GVRE Metropolitan District Nos. 10-14 are undeveloped and are owned entirely by various developers. GVRE Metropolitan District Nos. 6-14 were created to finance the public improvements for the project known as Green Valley Ranch East which is primarily residential with some mixed-use land uses.

In August of 2004 City Council approved the consolidated service plan for the GVRE Metropolitan District Nos. 6-8. In October of 2017 City Council approved the consolidated first amended and restated service plan for the GVRE Metropolitan District Nos. 6-8. In August of 2022 City Council approved a second amended and restated service plan for GVRE Metropolitan District Nos. 6-8 and concurrently approved the formation of GVRE Metropolitan District Nos. 9-14 all under a consolidated Service Plan.

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

This ordinance is a request to approve a first amendment to the second amended and restated service plan for the GVRE Metropolitan District Nos. 6-14 as it relates to GVRE Metropolitan District Nos. 10-14; additionally, this ordinance will approve an amendment to and authorize execution of an intergovernmental agreement between the City of Aurora and the GVRE Metropolitan District Nos. 10-14. Prior to this proposed amendment, the current consolidated Service Plan for GVRE Metropolitan District Nos. 6-14 contemplates all GVRE Districts will join the Aerotropolis Regional Transportation Authority ("ARTA"). With disparate ownership and disparate development plans across all GVRE metro districts the limitation of joining only ARTA has become a limitation to development. Generally, this Service Plan amendment will give more optionality for the GVRE Metropolitan District Nos. 10-14 to join an ARI Authority other than ARTA.

Currently GVRE Metropolitan District Nos. 6-9 are a part of ARTA and GVRE Metropolitan District Nos. 10-14 are not a part of an Authority. GVRE Metropolitan District Nos. 10-11 & 14 wish to join the newly created Fletcher Regional Improvement Authority ("FRIA"), and GVRE Metropolitan District Nos. 12-13 currently have not decided which Authority (if any) to join.

Key changes to the Service Plan Amendment include:

- Parses the definition of ARI Mill Levy between GVRE districts that have joined ARTA and GVRE Districts that have not joined ARTA. The ARI Mill Levy is not changing and remains at a maximum of 5 mills plus Assessment Rate Adjustments. This will pave the way for GVRE Metropolitan District Nos. 10-11 & 14 to join FRIA; and for GVRE Metropolitan District Nos. 12-13 to join FRIA, ARTA, or another Authority.
- Parses the definition of ARI Master Plan between GVRE districts that have joined ARTA and GVRE Districts that have not joined ARTA. This will pave the way for GVRE Metropolitan District Nos. 10-11 & 14 to join FRIA.
- Parses the definition of Regional Intergovernmental Improvements Agreement between GVRE districts that have joined ARTA and GVRE Districts that have not joined ARTA. This will pave the way for GVRE Metropolitan District Nos. 10-11 & 14 to join FRIA.

- Incorporates the option for a GVRE district that has not joined ARTA to execute an IGA with the City to direct how ARI Mill Levy revenue shall be used. This will allow GVRE Metropolitan District Nos. 12-14 to execute an IGA with City if it desires.

FISCAL IMPACT

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

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

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

N/A

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

N/A

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

N/A

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

N/A

QUESTIONS FOR COUNCIL

Does the Council support approval of the ordinance and wish to forward this item to City Council Meeting as proposed?

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)

ORDINANCE NO. 2026- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE CONSOLIDATED SECOND AMENDED AND RESTATED SERVICE PLAN FOR GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NOS. 6-14 AND THE FIRST AMENDMENT THERETO AS IT APPLIES TO GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NOS. 10-14

WHEREAS, the City Council (the "City Council") of the City of Aurora, Colorado (the "City") previously approved the Second Amended and Restated Service Plan on August 22, 2022 as (the "Service Plan") for the Green Valley Ranch East Metropolitan District Nos. 6-14 (the "Districts"); and

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 for Green Valley Ranch East Metropolitan District Nos. 6-14 and First Amendment Thereto As It Applies to Green Valley Ranch East Metropolitan District Nos. 10-14 (the "Consolidated Second Amended and Restated Service Plan") has been submitted to the City Council; 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 Consolidated Second Amended and Restated 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 Districts; and

WHEREAS, the Aurora Regional Improvement mill levy 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 in the Districts' regional area; and

WHEREAS, the Boards of Directors of the Districts have determined that additional clarification would be beneficial to avoid ambiguity regarding the Regional Intergovernmental Improvement Agreements (as defined in the Consolidated Second Amended and Restated Service

Plan) that may be entered into in the event that property within the Districts' Service Area does not come within the Aerotropolis Regional Transportation Authority boundaries; and

WHEREAS, the Consolidated Second Amended and Restated Service Plan includes certain new and revised definitions related to Aurora Regional Improvement; and

WHEREAS, the Consolidated Second Amended and Restated Service Plan provides that the definition of "ARI Master Plan (applicable to District Nos. 6-9)": "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 applicable Districts;" and

WHEREAS, the Consolidated Second Amended and Restated Service Plan provides that the definition of "ARI Master Plan (applicable to District Nos. 10-14)": "means, as the context requires, either (i) 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, or (ii) one or more master plans adopted by an ARI Authority, establishing Regional Improvements which will benefit the taxpayers and service users of the applicable Districts;" and

WHEREAS, the Consolidated Second Amended and Restated Service Plan provides that the definition of "ARI Mill Levy (applicable to District Nos. 6-9)": "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 Assessment Rate 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;" and

WHEREAS, the Consolidated Second Amended and Restated Service Plan provides that the definition of "ARI Mill Levy (applicable to District Nos. 10-14)": "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 (i) five (5) mills, plus Assessment Rate Adjustment, minus any applicable ARTA Mill Levy (only applicable if the property within the Districts' Service Area comes within the ARTA's boundaries), 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 or (ii) such lesser amount as may be agreed to as part of a Regional Intergovernmental Improvements Agreement, for collection beginning and ending at such times as set forth in such Regional Intergovernmental Improvements Agreement;" and

WHEREAS, the City Council has considered the Consolidated Second Amended and Restated Service Plan and all other testimony and evidence presented at the hearing; and

WHEREAS, the City Council finds that the Consolidated 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 Consolidated Second Amended and Restated Service Plan for the Districts 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 Consolidated Second Amended and Restated Service Plan 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 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 Consolidated 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 Consolidated 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 will be in the best interests of the area proposed to be served.

Section 3. The City Council hereby approves the Consolidated Second Amended and Restated Service Plan for the District as submitted.

Section 4. The ARI Master Plan and ARI Mill Levy defined in this Consolidated Second Amended and Restated Service Plan applies only to Green Valley Ranch Metropolitan District Nos. 6-9 and Green Valley Ranch Metropolitan District Nos. 10-14, respectively. In all other instances the definition of ARI Mill Levy in City Code §122-26 shall remain in full force and effect.

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

Section 6. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

Section 7. Future amendments to the Intergovernmental Agreement Between the City and the District as well as amendments to the Service Plan shall be by resolution.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2026.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2026.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By:  RLA

BRIAN J. RULLA, Sr. Assistant City Attorney

ICENOGLE SEAVER POGUE

February 9, 2025

VIA ELECTRONIC MAIL
Laura Perry
Deputy City Manager
E-mail: lperry@auroragov.org

Re: Letter of Intent
Consolidated Second Amended and Restated Service Plan for Green Valley Ranch Metropolitan District Nos 6-14 and First Amendment Thereto as it Applies to Green Valley Ranch East Metropolitan District Nos. 10-14

Dear Ms. Perry:

On behalf of the Boards of Directors of Green Valley Ranch East Metropolitan District Nos. 10, 11, 12, 13, and 14 (the "Districts"), enclosed please find an electronic copy of the proposed Consolidated Second Amended and Restated Service Plan for Green Valley Ranch Metropolitan District Nos 6-14 and First Amendment Thereto as it Applies to Green Valley Ranch East Metropolitan District Nos. 10-14 (the "Amendment"). The Second Amended and Restated Service Plan for the Green Valley Ranch East Metropolitan District Nos. 6 – 14 was approved by the City Council of the City of Aurora, Colorado (the "City"), by Ordinance No. 2022-43 on August 22, 2022, effective September 24, 2022 (the "Service Plan"). Under the Service Plan, the Districts, inclusive of Green Valley Ranch East Metropolitan District Nos. 6-9, are authorized to plan for, design, acquire, construct, install, relocate, redevelop and finance street, parks and recreation, water, sanitation/storm sewer, transportation, mosquito control, safety protection, fire protection, television relay and translation and security improvements (collectively, the "Public Improvements") subject to certain limitations set forth in the Service Plan. Pursuant to the Service Plan, the Districts, inclusive of Green Valley Ranch East Metropolitan District Nos. 6-9, are also required to impose the "ARI Mill Levy" (as defined in the Service Plan) for the purpose of funding the costs of "Regional Improvements" (as defined in the Service Plan) and for related overhead and administration costs. The Amendment is intended to amend certain Service Plan provisions in relation to the Districts with all other provisions of the Service Plan remaining unchanged in full force and effect. As requested, the Districts further provide the following explanation and/or demonstration for the need for this Amendment:

1. **Proposed Changes and Intention of Such Changes in the Amendment**

   a. Intent to Clarify Current Ambiguity Regarding the Regional Intergovernmental Improvements Agreement

The Boards of Directors of the Districts (the "Boards") have determined that additional clarification would be beneficial to avoid ambiguity regarding the Regional Intergovernmental Improvements Agreement (as defined in the Service Plan) that may be entered into in the event

Jennifer L. Ivey | *JIvey@isp-law.com* | *Direct 303.867.3003*

4725 S. Monaco St., Suite 360 | Denver, CO 80237 | 303.292.9100 | fax 303.292.9101 | www.isp-law.com

that property within the Districts' Service Area does not come within the Aerotropolis Regional Transportation Authority (ARTA) boundaries. To effectuate this clarification, the Amendment includes the following new and revised definitions related to Aurora Regional Improvement ("ARI"):

- Expands the definition of Regional Intergovernmental Improvements Agreement to include an intergovernmental agreement that may be entered into to form or with an ARI Authority beyond the Aerotropolis Regional Transportation Authority ("ARTA"), including the proposed Fletcher Regional Improvement Authority ("FRIA").

- Makes corresponding updates to "ARI Master Plan" and adds a new definition of "ARI Authority" and "ARI Mill Levy" to account for both ARTA, FRIA and other Regional Intergovernmental Improvements Agreements.

- Clarifies the definition of "Project" to encapsulate the Green Valley Ranch project and any other development occurring within the Districts or Green Valley Ranch East Metropolitan District Nos. 6-9.

- Removes ARTA specific terms in other sections of the Service Plan (Articles V.C. and V.I.D) and expands how the ARI Mill Levy may be paid and utilized (Article V.I.B).

b. Intent to Clarify How ARI Mill Levy Revenues May be Directed by the Boards

In light of the clarifications above, the Boards have further determined that it is necessary to clarify that ARI Mill Levy revenues may be directed to either ARTA, FRIA, in accordance with a Regional Intergovernmental Improvements Agreement, or in the absence of the foregoing, to the City, as applicable. Specifically, the Amendment expands the definition of ARI Mill Levy to include 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 and as may be agreed to as part of a Regional Intergovernmental Improvements Agreement.

c. Intent to Make Corresponding Changes to the Intergovernmental Agreement between the City and the Districts

As part of the Amendment, the Districts have prepared a corresponding First Amendment to the Intergovernmental Agreement between the City of Aurora, Colorado and Green Valley Ranch East Metropolitan District Nos. 6, 7, 8, 9, 10, 11, 12, 13 and 4, dated February 24, 2023 (the "Amendment to IGA"). The Amendment to IGA includes the same amendments as set forth in the Amendment. The Amendment sets forth that the Amendment to IGA will be executed by the Districts at the first meeting of the Boards after approval of the Amendment.

2. Draft Project List for the Fletcher Regional Improvement Authority

Included as part of this submittal is a copy of the draft project list for the Fletcher Regional Improvement Authority intended to provide the City with additional context for the Amendment.

3. Intent to "Un-Consolidate"

The Boards would also like to inform the City of the Districts' intent to "un-consolidate." The Districts, along with Green Valley Ranch East Metropolitan District Nos. 6-9, currently act in accordance with the consolidated Service Plan. As development has progressed, the Boards have determined that the Districts would benefit from separate, individual "un-consolidated" service plans reflecting the nuances and needs of the current and anticipated property owners and taxpayers of the development within each of the Districts (e.g., type of development, ARTA or FRIA, operation and maintenance authority). The Boards anticipate that the Districts, along with Green Valley Ranch East Metropolitan District Nos. 6-9, will seek another service plan amendment for each of the Districts, modified as necessary to account for each Districts individual nuances and needs.

Included as part of this submittal is a copy of the acknowledgement of no objection to this Amendment from the Boards of Directors of Green Valley Ranch East Metropolitan District Nos. 6-9.

We respectfully request consideration of the Amendment for the Districts. If you have any questions or need any additional information, please contact me. Thank you in advance for your assistance.

Sincerely,

ICENOGLE SEAVER POGUE
A Professional Corporation

Jennifer L. Ivey, General Counsel
Green Valley Ranch East
Metropolitan District Nos. 10 – 14

Enclosures

cc: Boards of Directors, Green Valley Ranch East Metropolitan District Nos. 10-14
AJ Beckman, Public Alliance, District Manager

CONSOLIDATED
SECOND AMENDED AND RESTATED
SERVICE PLAN
FOR
GREEN VALLEY RANCH EAST METROPOLITAN
DISTRICT NOS. 6-14

AND

FIRST AMENDMENT THERETO

AS IT APPLIES TO
GREEN VALLEY RANCH EAST METROPOLITAN

DISTRICT NOS. 10-14

CITY OF AURORA,
COLORADO

PREPARED

BY

Icenogle Seaver Pogue, P.C.
4725 S. Monaco Street, Suite 360
Denver, Colorado 80237

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EXHIBIT B Aurora Vicinity Map

EXHIBIT C-1 Initial Districts Boundary Map

EXHIBIT C-2 Inclusion Area Boundary Map

EXHIBIT D Notice of Special District Disclosure

EXHIBIT E Intergovernmental Agreement between the Districts and Aurora

EXHIBIT F First Amendment to Intergovernmental Agreement between the District Nos. 10-14 and Aurora

I. INTRODUCTION

A. Purpose and Intent.

On August 6, 2004, the City of Aurora **("City")** approved the Service Plans **("Original Service Plans")** for the Green Valley Ranch East Metropolitan District Nos. 6, 7 and 8 (the **"District Nos. 6-8")**. The District Nos. 6-8 were organized on December 7, 2004. On October 30, 2017, the City approved the Consolidated First Amended and Restated Service Plan for Green Valley Ranch East Metropolitan District Nos. 6-8 **("First Amended Service Plan")**, which superseded the Original Service Plans. The Second Amended and Restated Service Plan for the Green Valley Ranch East Metropolitan District Nos. 6 - 14 was approved by the City Council of the City, by Ordinance No. 2022-43 on August 22, 2022, effective September 24, 2022 which superseded the First Amended Service Plan (the "Second Amended and Restated **Service Plan**"). The Second Amended and Restated Service Plan provided for six (6) additional metropolitan districts, Green Valley Ranch East Metropolitan District No. 9 ("**District No. 9**"), Green Valley Ranch East Metropolitan District No. 10 ("**District No. 10**"), Green Valley Ranch East Metropolitan District No. 11 ("**District No. 11**"), Green Valley Ranch Metropolitan District No. 12 ("**District No. 12**"), Green Valley Ranch East Metropolitan District No. 13 ("**District No. 13**"), and Green Valley Ranch East Metropolitan District No. 14 ("**District No. 14**"), to serve the Project. District No. 9, District No. 10, District No. 11, District No. 12, District No. 13, and District No. 14, together with the District Nos. 6-8, are referred to herein as the "**Districts**". This First Amendment to the Second Amended and Restated Service Plan (the "**First Amendment**") is intended to be read in conjunction with the Second Amended and Restated Service Plan and therefore is incorporated within the Second Amended and Restated Service Plan but it relates only to District No. 10, District No. 11, District No. 12, District No. 13, and District No. 14 (collectively, "**District Nos. 10-14**") and does not impact District No. 6, District No. 7, District No. 8, nor District No. 9 ("**District Nos. 6-9**"). This First Amendment provides additional clarification to avoid ambiguity regarding the Regional Intergovernmental Improvements Agreement that may be entered into in the event that property within the District Nos. 10-14 Service Area does not come within the Aerotropolis Regional Transportation Authority (ARTA) boundaries and, in such event, how the ARI Mill Levy revenues may be directed by the Boards of Directors of District No. 10-14 (the "**District Nos. 10-14 Boards**"). Specifically, this First Amendment, clarifies that a Regional Intergovernmental Improvements Agreement may include an intergovernmental agreement establishing an authority which has, at minimum, Title 32 special districts from three (3) or more Approved Development Plan areas as parties to the agreement and that the ARI Mill Levy may be pledged to finance Regional Improvements pursuant thereto that will benefit the current and anticipated property owners and taxpayers of the development within the District Nos. 10-14, effectuate the intent of the Service Plan, and facilitate the funding of Regional Improvements necessary for the continued development in the area and the public health, safety, prosperity, and general welfare of the inhabitants of the District Nos. 10-14.

The Second Amended and Restated Service Plan shall be in full force and effect at all times prior to the City's approval of this First Amendment. Upon approval by the City, this Second Amended and Restated Service Plan as amended by the First Amendment as it applies to District Nos 10-14 is intended to modify, replace, restate and

supersede the prior version of the Second Amended Service Plan in its entirety.

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 these Public Improvements.

The Districts have not been 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 Plan.

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 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 Authority (*applicable to District Nos. 10-14*): means an authority established by a Regional Intergovernmental Improvements Agreement.

ARI Master Plan (*applicable to District Nos. 6-9*): 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 applicable Districts.

ARI Master Plan (*applicable to District Nos. 10-14*): means, as the context requires, either (i) 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, or (ii) one or more master plans adopted by an ARI Authority, establishing Regional Improvements which will benefit the taxpayers and service users of the applicable Districts.

ARI Mill Levy (*applicable to District Nos. 6-9*): 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 Assessment Rate 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.

ARI Mill Levy (*applicable to District Nos. 10-14*): 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 (i) five (5) mills, plus Assessment Rate Adjustment, minus any applicable ARTA Mill Levy (only applicable if the property within the Districts' Service Area comes within the ARTA's boundaries), 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 or (ii) such lesser amount as may be agreed to as part of a Regional Intergovernmental Improvements Agreement, for collection beginning and ending at such times as set forth in such Regional Intergovernmental Improvements Agreement

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 Establishing Agreement.

Assessment Rate 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.

Board: means the board of directors of one District or the boards of directors of all the Districts, in the aggregate.

Bond, Bonds or Debt: means bonds or other obligations for the payment of which the District has promised to impose an *ad valorem* property tax mill levy, and/or collect Fee revenue.

City: means the City of Aurora, Colorado.

City Code: means the City Code of the City of Aurora, Colorado.

City Council: means the City Council of the City of Aurora, Colorado.

District: means any one of the Green Valley Ranch East Metropolitan District Nos. 6 through 14.

District No. 6: means the Green Valley Ranch East Metropolitan District No. 6.

District No. 7: means the Green Valley Ranch East Metropolitan District No. 7.

District No. 8: means the Green Valley Ranch East Metropolitan District No. 8.

District No. 9: means the Green Valley Ranch East Metropolitan District No. 9.

District No. 10: means the Green Valley Ranch East Metropolitan District No. 10.

District No. 11: means the Green Valley Ranch East Metropolitan District No. 11.

District No. 12: means the Green Valley Ranch East Metropolitan District No. 12.

District No. 13: means the Green Valley Ranch East Metropolitan District No. 13.

District No. 14: means the Green Valley Ranch East Metropolitan District No. 14.

Districts: means District No. 6, District No. 7, District No. 8, District No. 9, District No. 10, District No. 11, District No. 12, District No. 13, and District No. 14, 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 Financial Plan of the Districts as described in Section VII which describes (i) how the Public Improvements are to be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

Inclusion Area Boundaries: means the boundaries of the area described in the Inclusion Area Boundary Map.

Inclusion Area Boundary Map: means the map attached hereto as **Exhibit C-2,** describing the property proposed for inclusion within one, but not any more than one, of the boundaries of the Districts.

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 Maps: means the maps attached hereto as **Exhibit C-1,** describing the Initial District Boundaries.

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.

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 Green Valley Ranch or such other development that may occur in the applicable District from time to time..

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 (*applicable to District Nos. 6-9*): means one or more intergovernmental agreements between the AACMD and the City.

Regional Intergovernmental Improvements Agreement (*applicable to District Nos. 10-14*): means, as the context requires, either (i) one or more intergovernmental agreements between the AACMD and the City (ii) an intergovernmental agreement establishing an ARI Authority which has, at minimum, Title 32 special districts from three (3) or more Approved Development Plan areas and the City as parties to the agreement; or (iii) an intergovernmental agreement with an ARI Authority which has, at minimum, Title 32 special districts from three (3) or more Approved Development Plan areas and the City as parties to the agreement whereby the ARI Mill Levy has been pledged to such ARI Authority.

Second Amended and Restated Service Plan: means this Second Amended and Restated Service Plan for the Districts approved by the City Council, as amended by this First Amendment.

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 the Second Amended and Restated Service Plan, as amended by this First Amendment, approved by City Council in accordance with the City's ordinance and the applicable state law.

Special District Act: means Section 32-1-101, *et seq.,* of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real or personal property within the Service Area subject to ad valorem taxes imposed by the Districts.

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately 588.264 acres and the total area proposed to be included in the Inclusion Area Boundaries is approximately 877.251 acres. A legal description of the Initial District Boundaries and the Inclusion Area Boundaries is attached hereto as **Exhibit A.** A vicinity map is attached hereto as **Exhibit B.** Maps 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.** It is anticipated that the District's boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Section 32-1-401, *et seq.,* C.R.S., and Section 32-1-501, *et seq.,* C.R.S., subject to the limitations set forth in Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately 877.251 acres of undeveloped land. 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 Eight Thousand Five Hundred (8,500) 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 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. 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 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 Districts.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of their boundaries any property inside the inclusion area boundaries without prior written consent of the City, except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401 (l)(a), C.R.S. 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 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 District.

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 with one or more of District No. 6, District No. 7, District No. 8, District No. 9, District No. 10, District No. 11, District No. 12, District No. 13, and District No. 14.

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 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 V.A.1-14 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 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 will undertake the financing and

construction of the improvements contemplated herein. Specifically, the District Nos. 6-9, with the AACMD, 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 (this requirement is not applicable to District Nos. 10-14). The Districts will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements.

The Districts shall be authorized to enter into agreements which shall govern the relationships between and among the Districts, additional Title 32 districts, and/or other governmental entities, 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 ARTA Establishment Agreement or the Regional Intergovernmental Improvements Agreement 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 the ARI Mill Levy and shall convey it as follows:

A. If the ARTA Mill Levy in any tax collection year is less than 5 mills (as adjusted by the Assessment Rate Adjustment), the ARI Mill Levy revenue shall be deposited by the Districts with the AACMD (or as directed by AACMD) and shall only be spent pursuant to a Regional Intergovernmental Improvements Agreement. In the event the property within the Districts' Service Area does not come within the ARTA's boundaries, the Districts shall not be required to deposit the ARI Mill Levy revenue with the AACMD (or as directed by AACMD), and the ARI Mill Levy revenue shall only be spent pursuant to a Regional Intergovernmental Improvements Agreement.

B. With respect to District Nos. 10-14 only, if neither of the options in Section VI.A above is applicable then the revenue from the ARI Mill Levy shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the applicable District's Service Area under this Section VI and shall not expend such revenue until an intergovernmental agreement is executed between the City and the applicable District establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if within two (2) years from the date of the approval of the First Amendment by the City such intergovernmental agreement is not

executed neither of the options in Section VI.A above is applicable (i.e., the property within the applicable District's Service Area has not come within the ARTA's boundaries nor has the applicable District entered into a Regional Intergovernmental Improvements Agreement), then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the District as prioritized and determined by the City.

C. The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred in relation thereto, unless the City has agreed otherwise in writing; provided, however in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements.

D. 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 or, with respect to District Nos. 10-14 only, at such time as provided for in a Regional Intergovernmental Improvements Agreement.

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 VI.A or B above.

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 with the revenues derived from the Maximum Debt Mill Levy 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:

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 Assessment Rate Adjustment.

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.

1. 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 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

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(1), 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 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 District's Board, 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, are anticipated to be One Hundred Thousand Dollars ($100,000) 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 is estimated to be Fifty Thousand Dollars ($50,000) 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 Levies 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.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.

2. Intergovernmental Agreements with other governmental entities, either entered into or proposed as of December 31 of the prior year

3. Copies of the District's rules and regulations, if any as of December 31 of the prior year.

4. A summary of any litigation which involves the District Public Improvements as of December 31 of the prior year.

5. Status of the District's construction of the Public Improvements as of December 31 of the prior year.

6. A list of all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of December 31 of the prior year.

7. The 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 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. 9, District No. 10, District No. 11, District No. 12, District No. 13, and District No. 14 will provide the City with written notice of the date of hearing on their petitions 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 notice disclosure to all initial purchasers of property in the Districts 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 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 D** 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.

3. 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.

4. 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.

5. 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 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 approval of this Second 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 Second Amended and Restated Service Plan. District Nos. 10-14 shall execute the First Amendment to the Intergovernmental Agreement between the City of Aurora, Colorado and District Nos. 10-14 in substantially the form attached hereto as Exhibit F and incorporated herein by this reference at the first meeting of the District Nos. 10-14 Boards after approval of this First Amendment.

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

Legal Descriptions

LEGAL DESCRIPTION
GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NO. 6
CURRENT BOUNDARIES

ALL THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED FEBRUARY 23, 2018 AT RECEPTION NO. 2018000015451 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER OF ADAMS COUNTY, COLORADO SITUATED WITHIN THE SOUTHWEST QUARTER OF SECTION 13, THE WEST HALF AND SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID CITY, COUNTY AND STATE,

EXCEPTING THEREFROM
A PORTION OF SAID SPECIAL WARRANTY DEED SITUATED WITHIN SAID SOUTHWEST QUARTER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 13,

THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 13, NORTH 00°06'54" WEST, A DISTANCE OF 1048.16 FEET TO THE **POINT OF BEGINNING;**

THENCE DEPARTING SAID EAST LINE SOUTH 89°49'58" WEST, A DISTANCE OF 267.96 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 85.86 FEET;

THENCE SOUTH 89°48'37" WEST, A DISTANCE OF 637.78 FEET;

THENCE NORTH 81°40'37" WEST, A DISTANCE OF 170.42 FEET;

THENCE NORTH 72°10'01" WEST, A DISTANCE OF 111.21 FEET;

THENCE NORTH 57°37'18" WEST, A DISTANCE OF 182.78 FEET;

THENCE NORTH 34°38'52" WEST, A DISTANCE OF 270.56 FEET;

THENCE NORTH 21°29'38" WEST, A DISTANCE OF 232.91 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 198.01 FEET;

THENCE NORTH 00°19'27" WEST, A DISTANCE OF 716.46 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER;

THENCE ALONG SAID NORTH LINE NORTH 89°40'33" EAST, A DISTANCE OF 1574.61 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 13;

THENCE ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER SOUTH 00°06'54" EAST, A DISTANCE OF 1602.23 FEET TO THE **POINT OF BEGINNING**.

FURTHER EXCEPTING THEREFROM
A PORTION OF SAID SPECIAL WARRANTY DEED SITUATED WITHIN SAID SOUTHEAST QUARTER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 24; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24, NORTH 89°35'38" EAST, A DISTANCE OF 40.00 FEET TO THE **POINT OF BEGINNING;**

THENCE CONTINUING ALONG SAID NORTH LINE NORTH 89°35’38” EAST, A DISTANCE OF 2226.79 FEET TO THE NORTHEAST CORNER OF PARCEL “II”, AS DESCRIBED IN SAID SPECIAL WARRANTY DEED;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID PARCEL “II” THE FOLLOWING FOUR (4) COURSES:

1) SOUTH 00°00'07" WEST, A DISTANCE OF 124.94 FEET;

2) SOUTH 03°49'04" WEST, A DISTANCE OF 1,713.00 FEET;

3) SOUTH 00°00'07" WEST, A DISTANCE OF 374.65 FEET;

4) SOUTH 03°48'45" EAST, A DISTANCE OF 440.91 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24, SAID POINT BEING ON THE NORTHERLY BOUNDARY OF E-470 PARCEL TK-107 AS DESCRIBED IN RULE AND ORDER RECORDED OCTOBER 28, 1997 AT RECEPTION NO. C0347111, IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID SOUTH LINE AND THE LAST DESCRIBED NORTHERLY BOUNDARY, SOUTH 89°32'35" WEST, A DISTANCE OF 2130.01 FEET TO A LINE PARALLEL WITH AND DISTANT 40.00 FEET EASTERLY WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24;

THENCE ALONG SAID PARALLEL LINE NORTH 00°15’31” EAST, A DISTANCE OF 2649.97 FEET TO THE **POINT OF BEGINNING**.

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL “I” IN SPECIAL WARRANTY DEED RECORDED FEBRUARY 23, 2018 AT RECEPTION NO. 2018000015451 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF ADAMS, STATE OF COLORADO, LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 13, AND THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 13, WHENCE THE SOUTHWEST CORNER OF SAID SECTION 13 BEARS SOUTH 89°36'20" WEST, A DISTANCE OF 2,643.20 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 13, NORTH 00°06'54" WEST, A DISTANCE OF 95.83 FEET TO THE NORTHERLY RIGHT-OF-WAY OF EAST 48TH AVENUE AS DESCRIBED AS EXHIBIT “B” IN SPECIAL WARRANTY DEED RECORDED APRIL 17, 2006 AT RECEPTION NO. 20060417000386390, IN SAID OFFICIAL RECORDS, AND THE **POINT OF BEGINNING;**

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING ELEVEN (11) COURSES:

1. SOUTH 89°53'06" WEST, A DISTANCE OF 57.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 89°53'06" WEST;

2. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 87°30'20", AN ARC LENGTH OF 38.18 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1027.00 FEET;

3. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38°25'43", AN ARC LENGTH OF 688.81 FEET;

4. TANGENT TO SAID CURVE, SOUTH 48°57'43" WEST, A DISTANCE OF 400.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 883.00 FEET;

5. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°17'51", AN ARC LENGTH OF 359.04 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET;

6. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 94°02'29", AN ARC LENGTH OF 41.03 FEET;

7. NON-TANGENT TO SAID CURVE, SOUTH 76°18'03" WEST, A DISTANCE OF 74.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 76°48'33" WEST;

8. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 93°44'17", AN ARC LENGTH OF 40.90 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 883.00 FEET;

9. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°10'05", AN ARC LENGTH OF 141.29 FEET;

10. TANGENT TO SAID CURVE, SOUTH 89°42'55" WEST, A DISTANCE OF 957.29 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET;

11. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET TO THE EASTERLY RIGHT-OF-WAY OF PICADILLY ROAD AS DESCRIBED AS EXHIBIT “A” IN SAID SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 20060417000386390;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

1. TANGENT TO SAID CURVE, NORTH 00°17'04" WEST, A DISTANCE OF 622.38 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER;

2. NORTH 00°02'06" WEST, A DISTANCE OF 2,653.57 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER;

THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY ALONG SAID NORTH LINE, NORTH 89°40'33" EAST, A DISTANCE OF 2,567.49 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 13;

THENCE ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, SOUTH 00°06'54" EAST, A DISTANCE OF 2,554.56 FEET TO THE **POINT OF BEGINNING.**

CONTAINING AN AREA OF 180.812 ACRES, (7,876,171 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

A PARCEL OF LAND BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL “I” AND ALL OF PARCEL “II” IN SPECIAL WARRANTY DEED RECORDED FEBRUARY 23, 2018 AT RECEPTION NO. 2018000015451 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF ADAMS, STATE OF COLORADO, LYING WITHIN THE WEST HALF AND SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 24, WHENCE THE NORTHWEST CORNER OF SAID SECTION 24 BEARS SOUTH 89°36'20" WEST, A DISTANCE OF 2,643.20 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, SOUTH 00°16'32" EAST, A DISTANCE OF 98.15 FEET TO THE **POINT OF BEGINNING;**

THENCE CONTINUING ALONG SAID EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24, SOUTH 00°16'32" EAST, A DISTANCE OF 2,552.09 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 24;

THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24, NORTH 89°35'38" EAST, A DISTANCE OF 2,266.79 FEET TO THE NORTHEAST CORNER OF SAID PARCEL “II”;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID PARCEL “II” THE FOLLOWING FOUR (4) COURSES:

1) SOUTH 00°00'07" WEST, A DISTANCE OF 124.94 FEET;

2) SOUTH 03°49'04" WEST, A DISTANCE OF 1,713.00 FEET;

3) SOUTH 00°00'07" WEST, A DISTANCE OF 374.65 FEET;

4) SOUTH 03°48'45" EAST, A DISTANCE OF 440.92 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24, SAID POINT BEING ON THE NORTHERLY BOUNDARY OF E-470 PARCEL TK-107 AS DESCRIBED IN RULE AND ORDER RECORDED OCTOBER 28, 1997 AT RECEPTION NO. C0347111, IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID SOUTH LINE AND THE LAST DESCRIBED NORTHERLY BOUNDARY, SOUTH 89°32'35" WEST, A DISTANCE OF 2,170.09 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 24;

THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24, SOUTH 89°33'43" WEST, A DISTANCE OF 2,569.79 FEET TO THE EASTERLY RIGHT-OF-WAY OF PICADILLY ROAD AS DESCRIBED AS EXHIBIT “A” IN SAID SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 20060417000386390;

THENCE DEPARTING SAID SOUTH LINE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

1) NORTH 00°16'48" WEST, A DISTANCE OF 2,651.81 FEET;

NORTH 00°17'05" WEST, A DISTANCE OF 1,834.01 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF EAST 48TH AVENUE AS DESCRIBED AS SAID EXHIBIT “B” IN SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 20060417000386390, AND THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET;

THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY ALONG SAID SOUTHERLY RIGHT-OF-WAY, THE FOLLOWING FIVE (5) COURSES:

1. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET;

2. TANGENT TO SAID CURVE, NORTH 89°42'55" EAST, A DISTANCE OF 957.29 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1027.00 FEET;

3. EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°51'29", AN ARC LENGTH OF 176.70 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET;

4. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 86°57'07", AN ARC LENGTH OF 37.94 FEET;

5. NON-TANGENT TO SAID CURVE, NORTH 76°15'18" EAST, A DISTANCE OF 74.00 FEET TO THE WESTERLY BOUNDARY OF WARRANTY DEED RECORDED MAY 5, 2006 AT RECEPTION NO. 20060501000437490, IN SAID OFFICIAL RECORDS;

THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY ALONG SAID WESTERLY, SOUTHERLY AND EASTERLY BOUNDARY’S OF SAID WARRANTY DEED THE FOLLOWING FIVE (5) COURSES:

1. SOUTH 13°11'27" EAST, A DISTANCE OF 66.17 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 492.00 FEET;

2. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°54'39", AN ARC LENGTH OF 110.86 FEET;

3. TANGENT TO SAID CURVE, SOUTH 00°16'48" EAST, A DISTANCE OF 292.87 FEET;

4. SOUTH 52°01'33" EAST, A DISTANCE OF 397.32 FEET;

5. NORTH 00°16'48" WEST, A DISTANCE OF 905.00 FEET TO THE SAID SOUTHERLY RIGHT-OF-WAY, AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1027.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 37°07'08" WEST;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°55'09", AN ARC LENGTH OF 70.25 FEET;

THENCE TANGENT TO SAID CURVE, NORTH 48°57'43" EAST, A DISTANCE OF 400.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 883.00 FEET;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°52'57", AN ARC LENGTH OF 583.82 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 92°52'48", AN ARC LENGTH OF 40.53 FEET;

THENCE NON-TANGENT TO SAID CURVE, NORTH 89°43'28" EAST, A DISTANCE OF 57.00 FEET TO THE **POINT OF BEGINNING.**

CONTAINING AN AREA OF 407.346 ACRES, (17,743,984 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
LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER;

THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, SOUTH 89°40’33” WEST, A DISTANCE OF 478.63 FEET;

THENCE DEPARTING SAID NORTH LINE, SOUTH 00°19’27” EAST, A DISTANCE OF 40.00 FEET TO A LINE PARALLEL WITH AND DISTANT 40.00 FEET SOUTH OF SAID NORTH LINE AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID PARALLEL LINE, SOUTH 89°40'33" WEST, A DISTANCE OF 50.00 FEET;

THENCE DEPARTING SAID PARALLEL LINE, SOUTH 00°19'27" EAST, A DISTANCE OF 20.00 FEET;

THENCE NORTH 89°40'33" EAST, A DISTANCE OF 50.00 FEET;

THENCE NORTH 00°19'27" WEST, A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.023 ACRES, (1,000 SQUARE FEET), MORE OR LESS.

ILLUSTRATION 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

Green Valley Ranch East Metropolitan District No. 10
Initial Boundaries

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER;

THENCE ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, SOUTH 89°40’33” WEST, A DISTANCE OF 180.68 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00°19’27” WEST, A DISTANCE OF 60.00 FEET TO A LINE PARALLEL WITH AND DISTANT 60.00 FEET NORTH OF SAID SOUTH LINE AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID PARALLEL LINE, SOUTH 89°40'33" WEST, A DISTANCE OF 50.00 FEET;

THENCE DEPARTING SAID PARALLEL LINE, NORTH 00°19'27" WEST, A DISTANCE OF 20.00 FEET;

THENCE NORTH 89°40'33" EAST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 00°19'27" EAST, A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.023 ACRES, (1,000 SQUARE FEET), MORE OR LESS.

ILLUSTRATION 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

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER;

THENCE ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, SOUTH 89°40’33” WEST, A DISTANCE OF 130.68 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00°19’27” WEST, A DISTANCE OF 40.00 FEET TO A LINE PARALLEL WITH AND DISTANT 40.00 FEET NORTH OF SAID SOUTH LINE AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID PARALLEL LINE, SOUTH 89°40'33" WEST, A DISTANCE OF 50.00 FEET;

THENCE DEPARTING SAID PARALLEL LINE, NORTH 00°19'27" WEST, A DISTANCE OF 20.00 FEET;

THENCE NORTH 89°40'33" EAST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 00°19'27" EAST, A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.023 ACRES, (1,000 SQUARE FEET), MORE OR LESS.

ILLUSTRATION 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

Green Valley Ranch East Metropolitan District No. 12

Initial Boundaries

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER;

THENCE ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, SOUTH 89°40’33” WEST, A DISTANCE OF 180.68 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00°19’27” WEST, A DISTANCE OF 40.00 FEET TO A LINE PARALLEL WITH AND DISTANT 40.00 FEET NORTH OF SAID SOUTH LINE AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID PARALLEL LINE, SOUTH 89°40'33" WEST, A DISTANCE OF 50.00 FEET;

THENCE DEPARTING SAID PARALLEL LINE, NORTH 00°19'27" WEST, A DISTANCE OF 20.00 FEET;

THENCE NORTH 89°40'33" EAST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 00°19'27" EAST, A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.023 ACRES, (1,000 SQUARE FEET), MORE OR LESS.

ILLUSTRATION 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

Green Valley Ranch East Metropolitan District No. 13
Initial Boundaries

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER;

THENCE ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, SOUTH 89°40’33” WEST, A DISTANCE OF 230.68 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00°19’27” WEST, A DISTANCE OF 40.00 FEET TO A LINE PARALLEL WITH AND DISTANT 40.00 FEET NORTH OF SAID SOUTH LINE AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID PARALLEL LINE, SOUTH 89°40'33" WEST, A DISTANCE OF 50.00 FEET;

THENCE DEPARTING SAID PARALLEL LINE, NORTH 00°19'27" WEST, A DISTANCE OF 20.00 FEET;

THENCE NORTH 89°40'33" EAST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 00°19'27" EAST, A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.023 ACRES, (1,000 SQUARE FEET), MORE OR LESS.

ILLUSTRATION 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

Green Valley Ranch East Metropolitan District No. 14

Initial Boundaries

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER;

THENCE ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, SOUTH 89°40’33” WEST, A DISTANCE OF 130.68 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00°19’27” WEST, A DISTANCE OF 60.00 FEET TO A LINE PARALLEL WITH AND DISTANT 60.00 FEET NORTH OF SAID SOUTH LINE AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID PARALLEL LINE, SOUTH 89°40'33" WEST, A DISTANCE OF 50.00 FEET;

THENCE DEPARTING SAID PARALLEL LINE, NORTH 00°19'27" WEST, A DISTANCE OF 20.00 FEET;

THENCE NORTH 89°40'33" EAST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 00°19'27" EAST, A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.023 ACRES, (1,000 SQUARE FEET), MORE OR LESS.

ILLUSTRATION 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

LEGAL DESCRIPTION
INCLUSION AREA

THAT CERTAIN PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED FEBRUARY 23, 2018 AT RECEPTION NO. 2018000015451 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER OF ADAMS COUNTY, COLORADO SITUATED WITHIN THE SOUTHWEST QUARTER OF SECTION 13, THE WEST HALF AND SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL.

TOGETHER WITH

THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL B WITHIN SPECIAL WARRANTY DEED RECORDED DECEMBER 10, 2004 AT RECEPTION NO. 2004001258230, THAT CERTAIN PARCEL OF LAND DESCRIBED IN QUIT CLAIM DEED RECORDED JUNE 28, 1985 AT BOOK 3019, PAGE 266 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER OF ADAMS COUNTY, STATE OF COLORADO, AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 13, ALL SITUATED IN THE NORTH HALF OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 13;

THENCE ALONG THE NORTHERLY LINE OF SAID NORTHEAST QUARTER NORTH 89°41'25" EAST, A DISTANCE OF 1,123.11 FEET TO THE NORTHWEST CORNER OF PARCEL TK-116 OF THE E-470 PUBLIC HIGHWAY AUTHORITY DESCRIBED IN BOOK 4667, PAGE 306 IN THE ADAMS COUNTY OFFICE OF THE CLERK AND RECORDER;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID PARCEL TK-116 THE FOLLOWING SEVEN COURSES:

1) DEPARTING SAID NORTHERLY LINE OF THE NORTHEAST QUARTER, SOUTH 00°01'29" EAST, A DISTANCE OF 100.00 FEET;

2) SOUTH 86°50'04" EAST, A DISTANCE OF 893.46 FEET;

3) SOUTH 59°49'05" EAST, A DISTANCE OF 90.03 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 908.51 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 81°41'26" EAST;

4) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°20'42", AN ARC LENGTH OF 132.32 FEET;

5) 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;

6) SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°30'43", AN ARC LENGTH OF 285.87 FEET;

7) TANGENT TO SAID CURVE SOUTH 01°08'33" EAST, A DISTANCE OF 1,700.86 FEET TO THE SOUTHERLY LINE OF SAID NORTHEAST QUARTER OF SECTION 13;

THENCE DEPARTING SAID WESTERLY BOUNDARY OF PARCEL TK-116 AND ALONG SAID SOUTHERLY LINE SOUTH 89°40'22" WEST, A DISTANCE OF 2,293.83 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 13;

THENCE ALONG THE SOUTHERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 13, SOUTH 89°40'33" WEST, A DISTANCE OF 2,567.49 FEET TO THE EASTERLY RIGHT-OF-WAY OF PICADILLY ROAD AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED APRIL 17, 2006 AT RECEPTION NO. 20060417000386390 IN SAID OFFICIAL RECORDS;

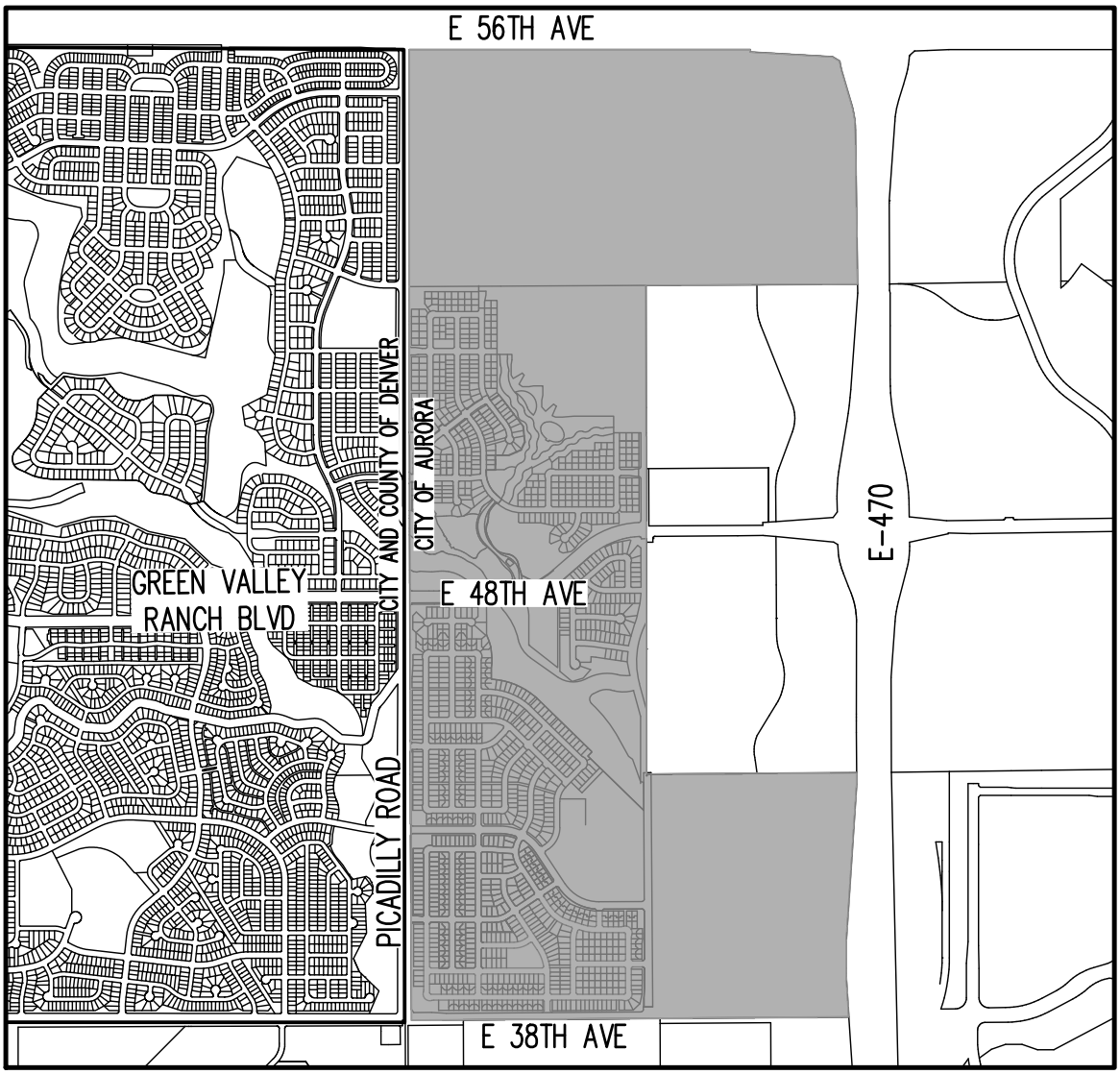
THENCE DEPARTING SAID SOUTHERLY LINE ALONG SAID EASTERLY RIGHT-OF-WAY, NORTH 00°01'58" WEST, A DISTANCE OF 2,646.91 FEET TO THE NORTHERLY LINE OF SAID NORTHWEST QUARTER OF SECTION 13;

THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY ALONG SAID NORTHERLY LINE, NORTH 89°39'00" EAST, A DISTANCE OF 2,562.89 FEET TO THE **POINT OF BEGINNING**.

EXHIBIT B

Aurora Vicinity Map

VICINITY MAP



0' 1000' 2000' 4000'

SCALE: 1" = 2000'

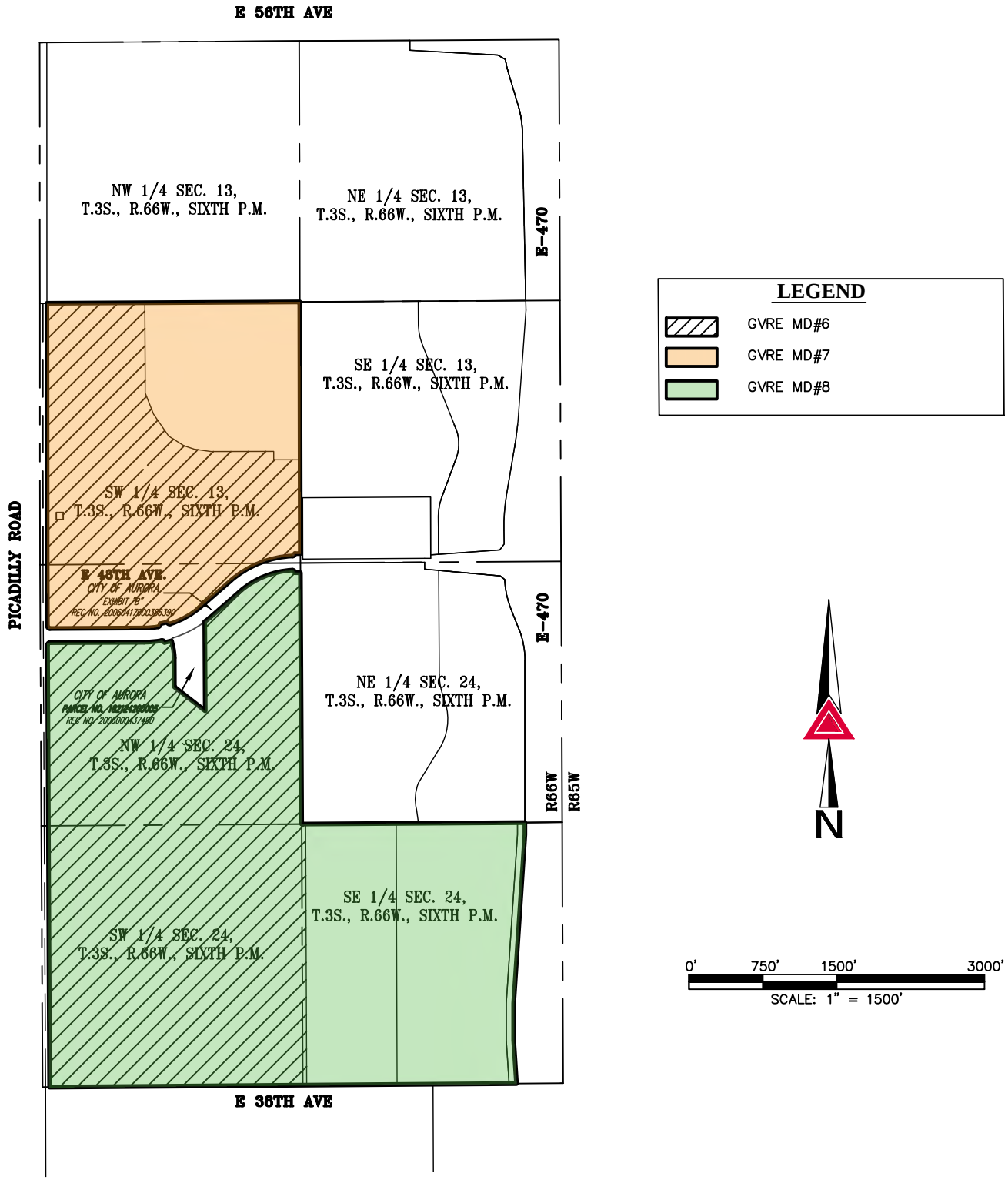
CITY OF AURORA, COLORADO

DRAWN BY: DED	SCALE: 1"=1000'	R-O-W FILE NO.
CHECKED BY: DED	DATE: 5/12/2022	JOB NO. 19320-19

GREEN VALLEY RANCH EAST
DISTRICTS

EXHIBIT C-1

Initial Districts Boundary Map



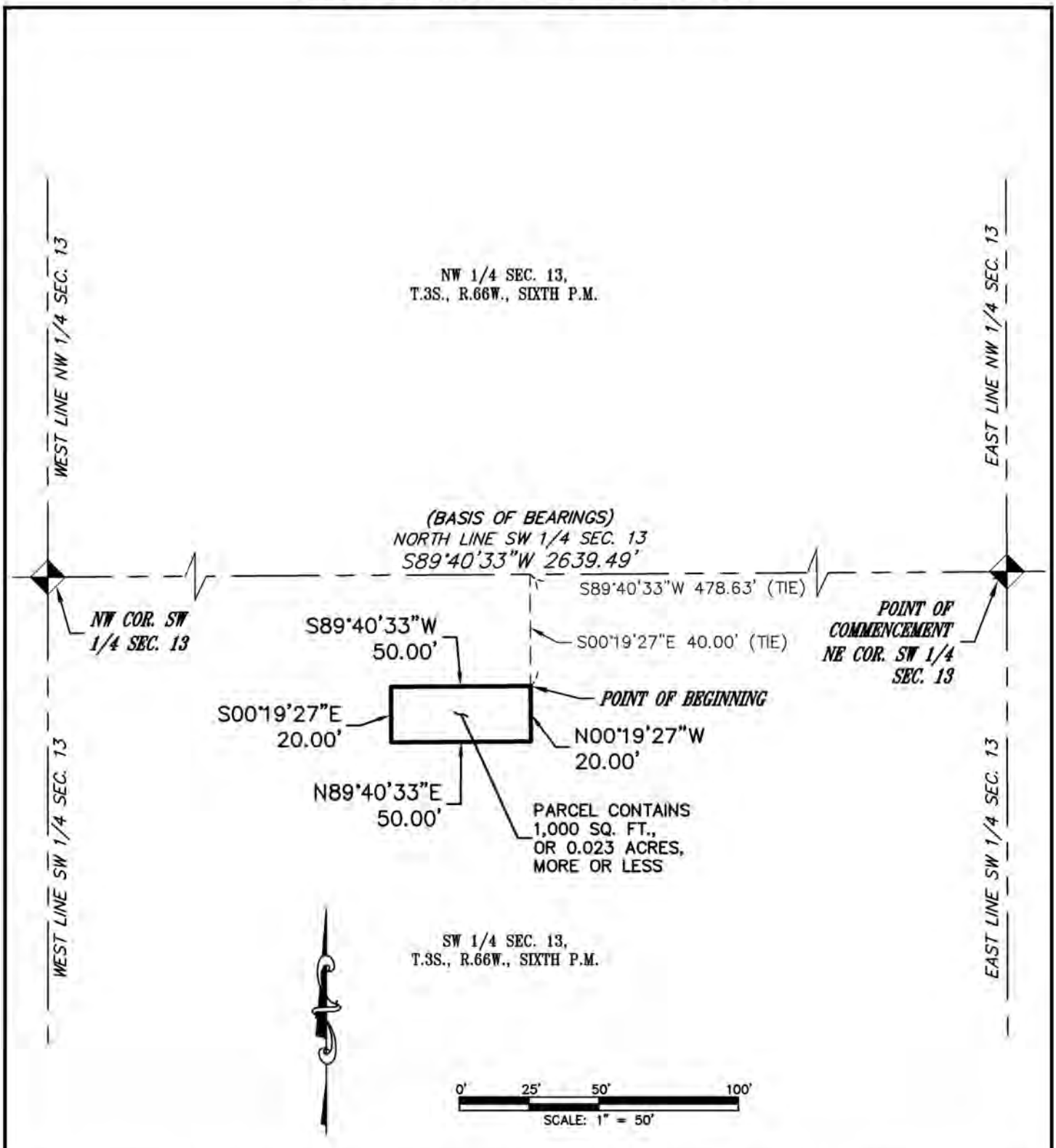
NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q:19318-43\DWG\EXHIBITS\
DWG NAME: Overall GVRE Districts 6-8
DWG: DED CHK: DED
DATE: 2022-05-12
SCALE: 1" = 1500'

AzTec Consultants, inc.
300 East Mineral Ave,
Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

GVRE OVERALL DISTRICT 6-8
W2, SE 1/4 SEC 24, SW 1/4 SEC 13, T3S, R66W, 6TH P.M.
ADAMS COUNTY, COLORADO
JOB NUMBER 19320-19 1 OF 1 SHEETS

ILLUSTRATION TO DESCRIPTION



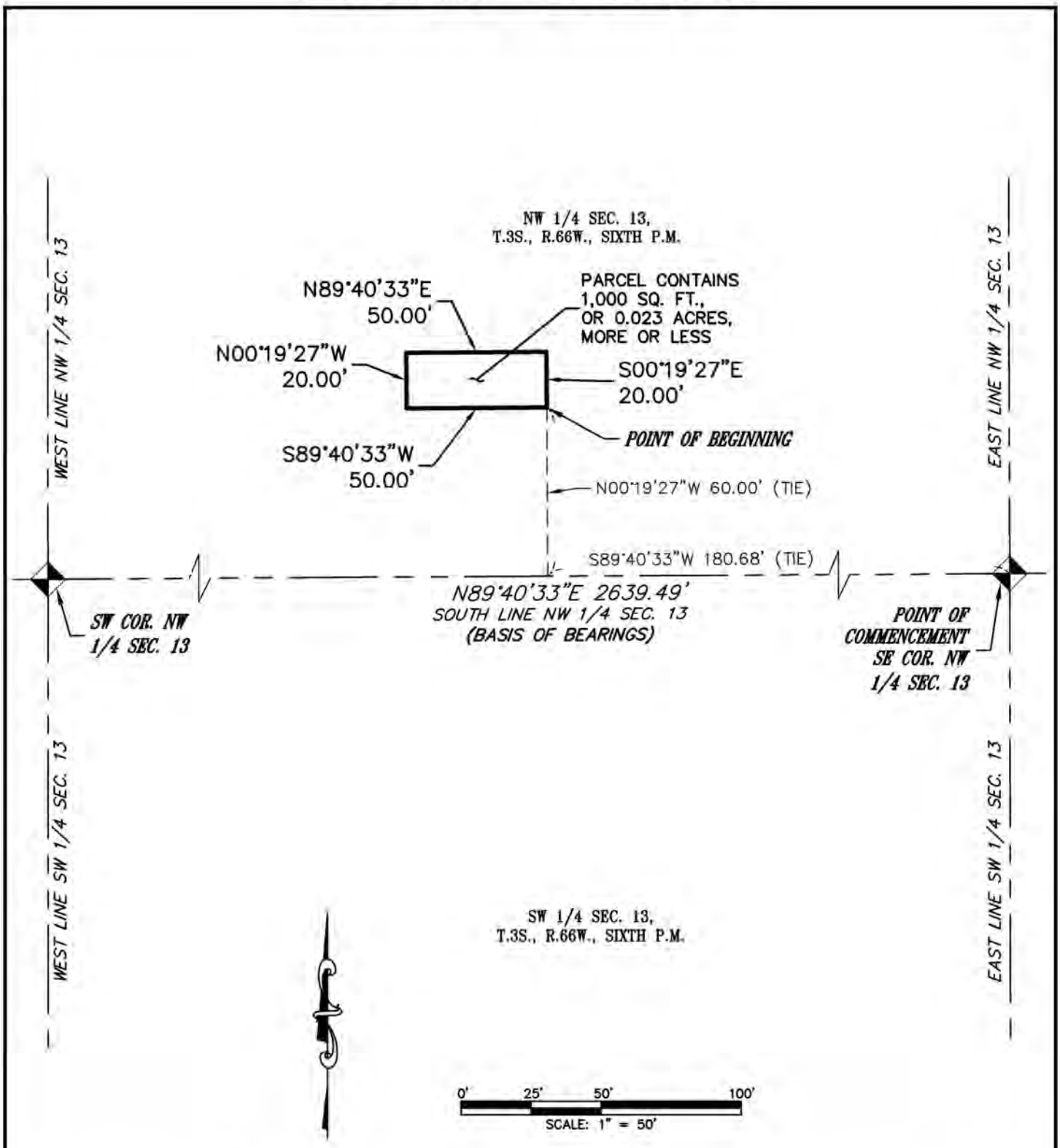
NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q:\19320-19-GVRE Metro Dist\Dwg\EXH
DWG NAME: AURORA 310 DIR PAR 9
DWG: RDS CHK: JRW
DATE: 04/28/2022
SCALE: 1" = 50'

AZTEC CONSULTANTS, INC.
300 East Mineral Ave, Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

DIRECTOR PARCEL 9
SW 1/4 SEC. 13, T3S, R66W, 6TH P.M.
ADAMS COUNTY, COLORADO
JOB NUMBER 19320-19 2 OF 2 SHEETS

ILLUSTRATION TO DESCRIPTION

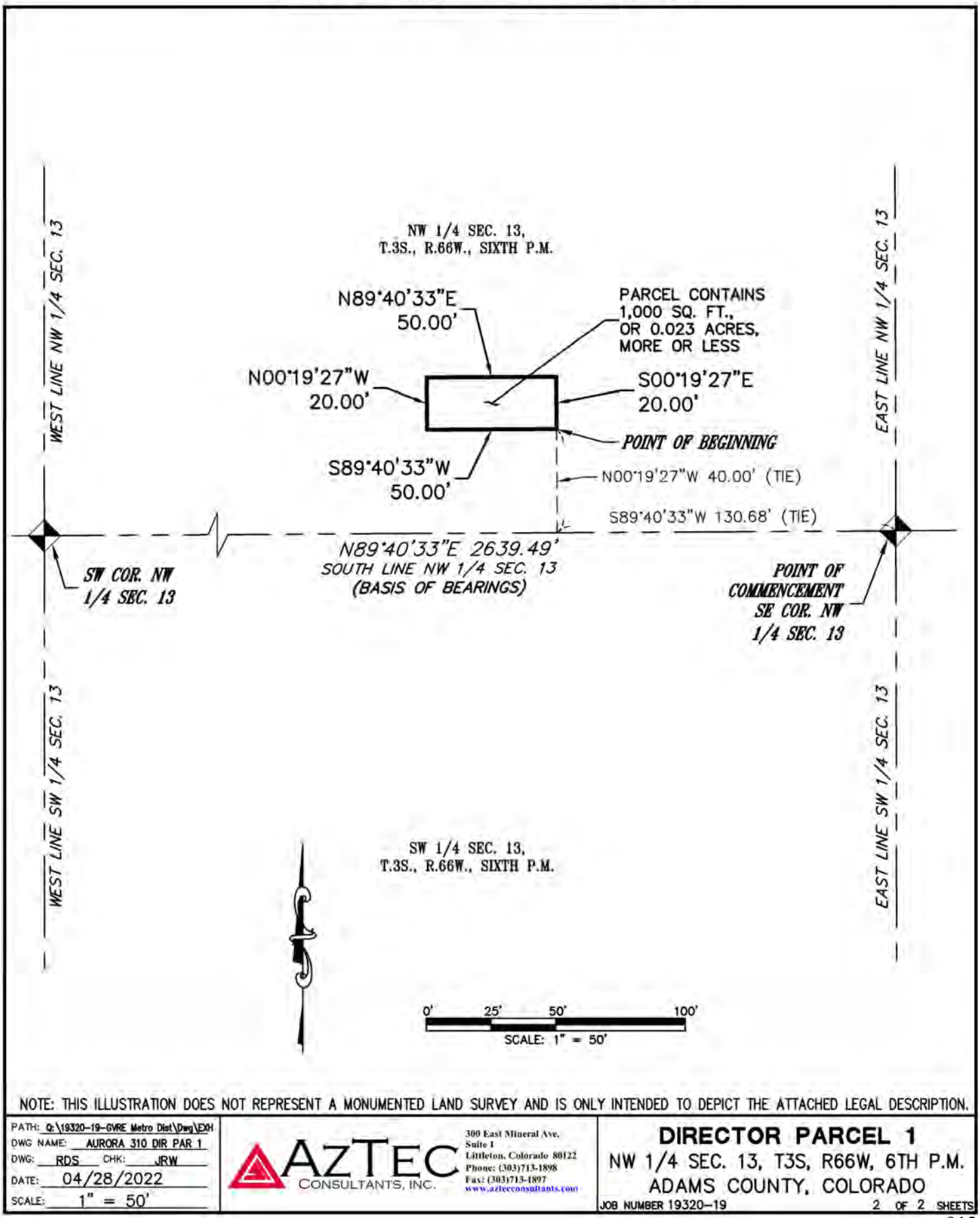


NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q:\19320-19-GVRE Metro Dist\Dwg\EXH
DWG NAME: AURORA 310 DIR PAR 5
DWG: RDS CHK: JRW
DATE: 04/28/2022
SCALE: 1" = 50'

AZTEC CONSULTANTS, INC.
300 East Mineral Ave.
Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

DIRECTOR PARCEL 5
NW 1/4 SEC. 13, T3S, R66W, 6TH P.M.
ADAMS COUNTY, COLORADO
JOB NUMBER 19320-19 2 OF 2 SHEETS

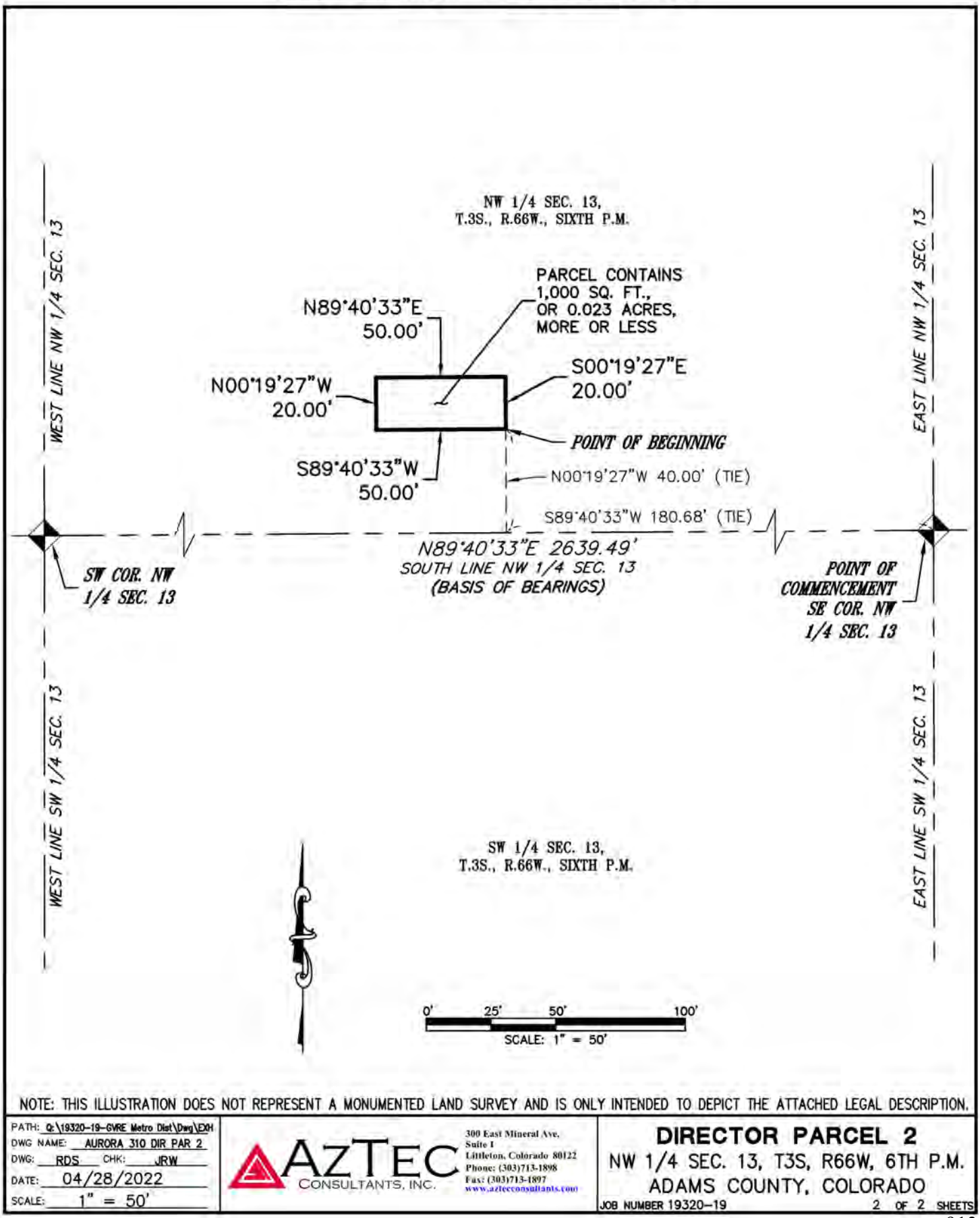


NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q:\19320-19-GVRE Metro Dist\Dwg\EXH
DWG NAME: AURORA 310 DIR PAR 1
DWG: RDS CHK: JRW
DATE: 04/28/2022
SCALE: 1" = 50'

AZTEC CONSULTANTS, INC.
300 East Mineral Ave.
Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

DIRECTOR PARCEL 1
NW 1/4 SEC. 13, T3S, R66W, 6TH P.M.
ADAMS COUNTY, COLORADO
JOB NUMBER 19320-19 2 OF 2 SHEETS



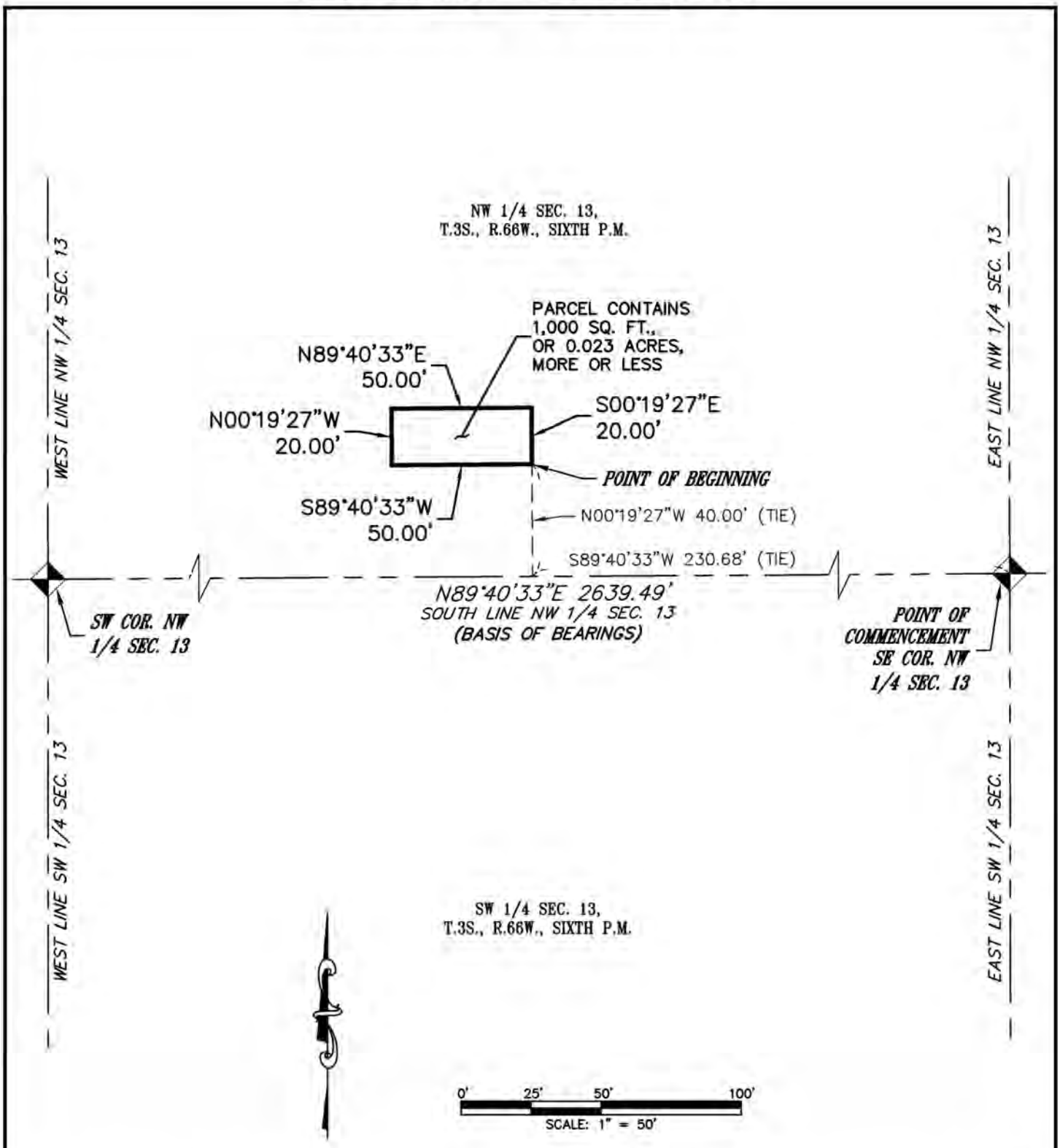
NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q:\19320-19-GVRE Metro Dist\Dwg\EXH
DWG NAME: AURORA 310 DIR PAR 2
DWG: RDS CHK: JRW
DATE: 04/28/2022
SCALE: 1" = 50'

AZTEC CONSULTANTS, INC.
300 East Mineral Ave.
Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

DIRECTOR PARCEL 2
NW 1/4 SEC. 13, T3S, R66W, 6TH P.M.
ADAMS COUNTY, COLORADO
JOB NUMBER 19320-19 2 OF 2 SHEETS

ILLUSTRATION TO DESCRIPTION



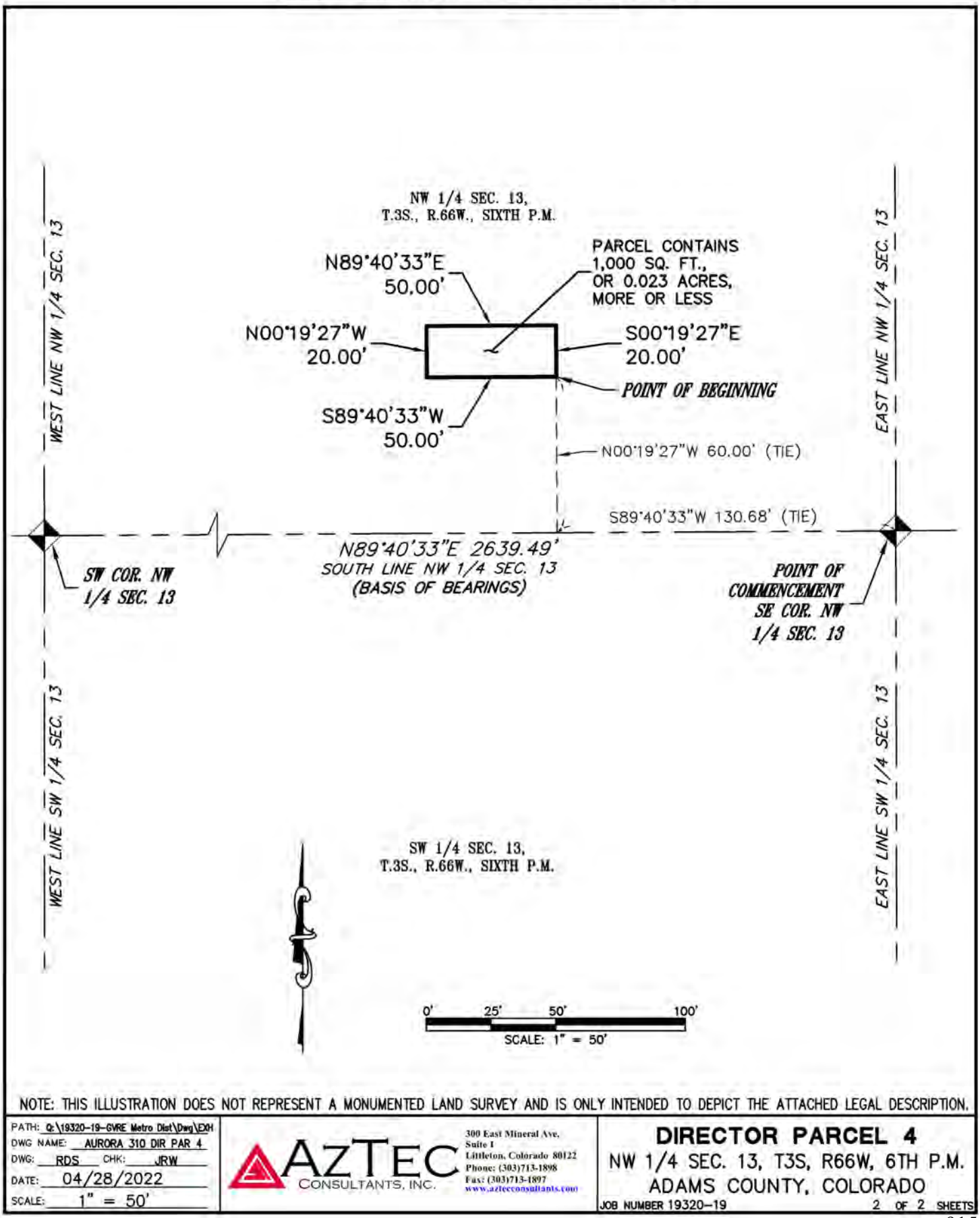
NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q:\19320-19-GVRE Metro Dist\Dwg\EXH
DWG NAME: AURORA 310 DIR PAR 3
DWG: RDS CHK: JRW
DATE: 04/28/2022
SCALE: 1" = 50'

AZTEC CONSULTANTS, INC.
300 East Mineral Ave.
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Littleton, Colorado 80122
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Fax: (303)713-1897
www.aztecconsultants.com

DIRECTOR PARCEL 3
NW 1/4 SEC. 13, T3S, R66W, 6TH P.M.
ADAMS COUNTY, COLORADO
JOB NUMBER 19320-19 2 OF 2 SHEETS

ILLUSTRATION TO DESCRIPTION



NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

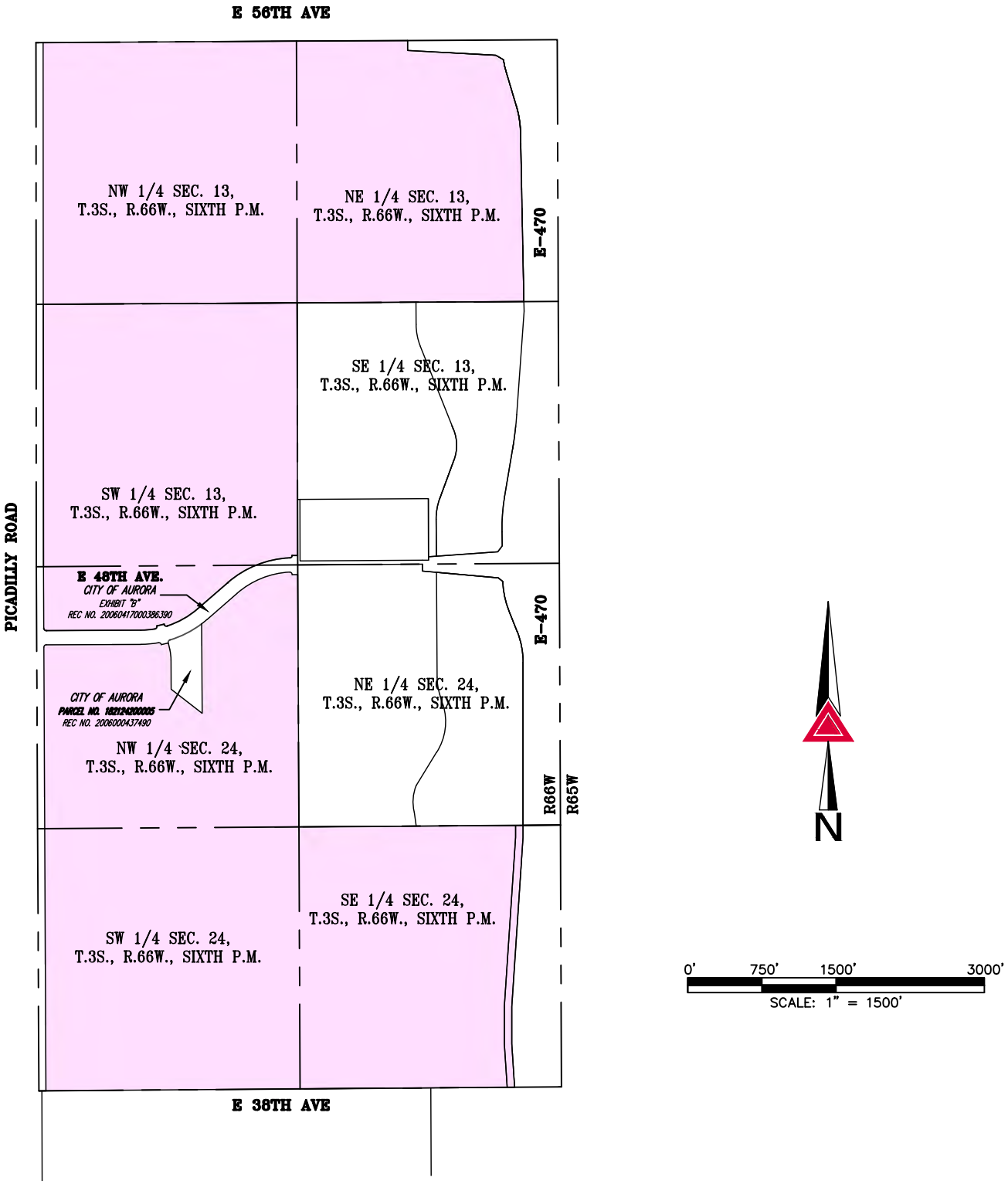
PATH: Q:\19320-19-GVRE Metro Dist\Dwg\EXH
DWG NAME: AURORA 310 DIR PAR 4
DWG: RDS CHK: JRW
DATE: 04/28/2022
SCALE: 1" = 50'

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DIRECTOR PARCEL 4
NW 1/4 SEC. 13, T3S, R66W, 6TH P.M.
ADAMS COUNTY, COLORADO
JOB NUMBER 19320-19
2 OF 2 SHEETS

EXHIBIT C-2

Inclusion Area Boundary Map



NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q:19318-43\DWG\EXHIBITS\
DWG NAME: Overall GVRE Districts 6-8
DWG: DED CHK: DED
DATE: 2022-05-12
SCALE: 1" = 1500'

AzTec Consultants, inc.
300 East Mineral Ave,
Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

GVRE INCLUSION AREA MAP

N 1/2 & SW 1/4 SEC 13, W 1/2 & SE 1/4 SEC. 24 T3S, R66W, 6TH P.M.
ADAMS COUNTY, COLORADO
JOB NUMBER 19320-19 1 OF 1 SHEETS

EXHIBIT D

Notice of Special District Disclosure

EXHIBIT D

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:	***[District name]*** Metropolitan District
Contact Information for District:	
District Website:	
District Boundaries:	See attached map.
Purpose of the District:	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 ***[project name]*** located the City of Aurora, Colorado and described further in the District's Service Plan. 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.
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 ***[list major Public Improvement categories, and where appropriate identify specific improvements by name (i.e. specific roads, parks, etc.)]***
Maximum Debt Mill Levy that may be levied annually on properties within the District to pay back debt:	Maximum Debt Mill Levy: 50.000 Mills The Maximum Debt Mill Levy may adjust based on changes in the residential assessment ratio occurring after January 1, 2004. ***[depending on service plan amendments, add info about the Board potentially being able to change the Debt Mill Levy]***
Ongoing Operations and Maintenance Services of the District:	The District intends to impose an Operations and Maintenance Mill Levy to pay for ***[list eligible ongoing administration, operating and maintenance***

	obligations]
District Fees:	***[For transparency, District should indicate that the Board may choose to impose operations and maintenance fees in the future]***
Other Taxing Entities to which you will pay taxes to:	***[List all taxing entities and current mill levies within the District Boundaries as identified by the County Assessor]***

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

Intergovernmental Agreement between the Districts and Aurora

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF AURORA, COLORADO

AND

GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NOS. 9, 10, 11, 12, 13 and 14

THIS AGREEMENT is made and entered into as of this_ day of _____202 2, by and between the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado ("City"), and the GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NOS. 9, 10, 11, 12, 13 and 14, 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 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 District shall be authorized, but not obligated to, operate and maintain park and recreation improvements without an intergovernmental agreement with the City, provided that any Fee imposed by the District for access to such park and recreation improvements shall not result in Non-District City residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the District. However, the District shall be entitled to impose an administrative fee as necessary to cover additional expenses associated with Non-District City residents to ensure that such costs are not the responsibility of 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 shall be open to the general public and Non-District City residents free of charge.

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. The Districts shall not include within any of their boundaries any property outside the Service Area (as defined within the Second Amended and Restated Service Plan) without the prior written consent of the City. The Districts shall not include within any of their boundaries any property inside the inclusion area boundaries without the prior written consent of the City, except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S. 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 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 until such time as the Districts have approved and executed the IGA 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 Green Valley Ranch East Metropolitan District Nos. 6, 7, 8, 9, 10, 11, 12, 13 or 14.

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. The Districts will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, Fees, tolls and charges. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

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 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, collectively, will undertake the financing and construction of the improvements contemplated herein. Specifically, the Districts, with AACMD, shall enter into one or more Intergovernmental Agreements which shall govern the relationships between and among the Districts with respect to the financing, construction and operation of the improvements contemplated herein. The Districts, with the AACMD, will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements.

The Districts shall have the authority to enter into agreements which shall govern the relationships between and among the Districts and additional Title 32 districts with respect to the financing, construction and operation of the improvements contemplated

herein, including, but not limited to, the AACMD, The Aurora Highlands Metropolitan District Nos. 1, 2 and 3, and Green Valley Aurora Metropolitan District No. 1.

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 or the Regional Intergovernmental Improvements Agreement described below.

23. 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 the ARI Mill Levy and shall convey it as follows:

(a) If the ARTA Mill Levy in any tax collection year is less than 5 mills (as adjusted by the Assessment Rate Adjustment), the ARI Mill Levy revenue shall be deposited by the Districts with the AACMD (or as directed by AACMD) and shall only be spent pursuant to a Regional Intergovernmental Improvements Agreement.

(b) The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of the AACMD's participation in Agreements with the City and the ARTA, unless the City has agreed otherwise in writing; provided, however in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements.

(c) The Districts shall cease to be obligated to impose, collect and convey the revenue from the ARI Mill Levy described in Section VI of the Second Amended and Restated Service Plan 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.

(d) 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:

(e) 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 Assessment Rate Adjustment.

(f) 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.

(g) 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 32-1-110 I, 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.

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 the Districts: Green Valley Ranch East Metropolitan District Nos. 9, 10, 11, 12, 13, and 14
c/o Icenogle Seaver Pogue P.C.
4725 S. Monaco Street, Suite 360
Denver, Colorado 80237
Attn: Jennifer L. Ivey
Phone: (303) 292-9100
Fax: (303) 292-9101

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 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

GREEN VALLEY RANCH EAST
METROPOLITAN DISTRICT NO. 9

By: _____
President

Attest:

_____
Secretary

GREEN VALLEY RANCH EAST
METROPOLITAN DISTRICT NO. 10

By: _____
President

Attest:

_____
Secretary

GREEN VALLEY RANCH EAST
METROPOLITAN DISTRICT NO. 11

By: _____
President

Attest:

_____
Secretary

GREEN VALLEY RANCH EAST
METROPOLITAN DISTRICT NO. 12

By: _____
President

Attest:

_____
Secretary

GREEN VALLEY RANCH EAST
METROPOLITAN DISTRICT NO. 13

By: _____
President

Attest:

_____
Secretary

GREEN VALLEY RANCH EAST
METROPOLITAN DISTRICT NO. 14

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 F

First Amendment to Intergovernmental Agreement between District Nos. 10-14 and Aurora

FIRST AMENDMENT TO

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF AURORA, COLORADO

AND

GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NOS. 10, 11, 12, 13 and 14

THIS AGREEMENT is made and entered into as of this __ day of _____2025, by and between the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado ("City"), and the GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NOS. 10, 11, 12, 13 and 14, 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 Green Valley Ranch East Metropolitan District Nos. 6, 7, 8, 9, 10, 11, 12, 13, and 14 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 August 22, 2022 ("Second Amended and Restated Service Plan"); and

WHEREAS, on _____, 2026 the City approved a First Amendment to the Second Amended and Restated Service Plan as it relates to the Districts (the "First Amendment to Service Plan"); and

WHEREAS, the City and Green Valley Ranch East Metropolitan District Nos. 6, 7, 8, 9, 10, 11, 12, 13, and 14 entered into that certain Intergovernmental Agreement on February 24, 2023 ("Agreement"); and

WHEREAS, the First Amendment to Service Plan makes reference to the execution of an amendment to the Agreement; 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 amendment with each of the Districts and supersede portions of the Agreement in conflict with this First Amendment as it relates to the Districts ("Amendment").

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. Multiple District Structure. Section 20 of the Agreement is hereby amended and replaced in its entirety with the following language:

> It is anticipated that the Districts will undertake the financing and construction of the improvements contemplated herein. The Districts will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements.
>
> The Districts shall be authorized to enter into agreements which shall govern the relationships between and among the Districts, additional Title 32 districts, and/or other governmental entities, with respect to the financing, construction and operation of the improvements contemplated herein.

2. Regional Improvements. Section 23(a) of the Agreement is hereby amended and replaced in its entirety with the following language:

> (a) If the ARTA Mill Levy in any tax collection year is less than 5 mills (as adjusted by the Assessment Rate Adjustment), the ARI Mill Levy revenue shall be deposited by the Districts with the AACMD (or as directed by AACMD) and shall only be spent pursuant to a Regional Intergovernmental Improvements Agreement. In the event the property within the Districts' Service Area does not come within the ARTA's boundaries, the Districts shall not be required to deposit the ARI Mill Levy revenue with the AACMD (or as directed by AACMD), and the ARI Mill Levy revenue shall only be spent pursuant to a Regional Intergovernmental Improvements Agreement.

3. Regional Improvements. A new Section (a.5) of the Agreement is hereby added as follows:

> (b) With respect to District Nos. 10-14 only, if neither of the options in Section 23(a) above is applicable then the revenue from the ARI Mill Levy shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the applicable District's Service Area under this Section 23 and shall not expend such revenue until an intergovernmental agreement is executed between the City and the applicable District establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if within two (2) years from the date of the approval of the First Amendment by the City such intergovernmental agreement is not executed neither of the options in Section 23(a) above is applicable (i.e., the property within the applicable

District's Service Area has not come within the ARTA's boundaries nor has the applicable District entered into a Regional Intergovernmental Improvements Agreement), then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the District as prioritized and determined by the City.

4. Regional Improvements. Section 23(c) of the Agreement is hereby amended and replaced in its entirety with the following language:

(c) The Districts shall cease to be obligated to impose, collect and convey the revenue from the ARI Mill Levy described in Section VI of the Second Amended and Restated Service Plan 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 or at such time as provided for in a Regional Intergovernmental Improvements Agreement.

5. Full Force and Effect. Except as expressly modified by this Amendment, all other provisions of the Agreement shall remain in full force and effect. This Amendment does not apply to the Agreement as it relates to Green Valley Ranch East Metropolitan District Nos. 6, 7, 8, or 9.

[Remainder of page intentionally left blank.]

SIGNATURE PAGES TO INTERGOVERNMENTAL AGREEMENT

GREEN VALLEY RANCH EAST
METROPOLITAN DISTRICT NO. 10

By: _____
President

Attest:

_____
Secretary

GREEN VALLEY RANCH EAST
METROPOLITAN DISTRICT NO. 11

By: _____
President

Attest:

_____
Secretary

GREEN VALLEY RANCH EAST
METROPOLITAN DISTRICT NO. 12

By: _____
President

Attest:

_____
Secretary

GREEN VALLEY RANCH EAST
METROPOLITAN DISTRICT NO. 13

By: _____
President

Attest:

_____
Secretary

GREEN VALLEY RANCH EAST
METROPOLITAN DISTRICT NO. 14

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

CONSOLIDATED
SECOND AMENDED AND RESTATED
SERVICE PLAN
FOR
GREEN VALLEY RANCH EAST METROPOLITAN
DISTRICT NOS. 6-14

AND

FIRST AMENDMENT THERETO

AS IT APPLIES TO
GREEN VALLEY RANCH EAST METROPOLITAN

DISTRICT NOS. 10-14

CITY OF AURORA,
COLORADO

PREPARED

BY

Icenogle Seaver Pogue, P.C.
4725 S. Monaco Street, Suite 360
Denver, Colorado 80237

~~SUBMITTED ON MAY 13, 2022~~

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First Amendment to Intergovernmental Agreement between the District Nos. 10-14 and Aurora

I. INTRODUCTION

A. Purpose and Intent.

On August 6, 2004, the City of Aurora **("City")** approved the Service Plans **("Original Service Plans")** for the Green Valley Ranch East Metropolitan District Nos. 6, 7 and 8 (the **"District Nos. 6-8")**. The District Nos. 6-8 were organized on December 7, 2004. On October 30, 2017, the City approved the Consolidated First Amended and Restated Service Plan for Green Valley Ranch East Metropolitan District Nos. 6-8 **("First Amended Service Plan")**, which superseded the Original Service Plans. ~~This~~The Second Amended and Restated Service Plan for the Green Valley Ranch East Metropolitan District Nos. ~~6-14~~6 - 14 was approved by the City Council of the City, by Ordinance No. 2022-43 on August 22, 2022, effective September 24, 2022 which superseded the First Amended Service Plan (the "Second Amended and Restated **Service Plan**~~") provides~~"). The Second Amended and Restated Service Plan provided for six (6) additional metropolitan districts, Green Valley Ranch East Metropolitan District No. 9 ("**District No. 9**"), Green Valley Ranch East Metropolitan District No. 10 ("**District No. 10**"), Green Valley Ranch East Metropolitan District No. 11 ("**District No. 11**"), Green Valley Ranch Metropolitan District No. 12 ("**District No. 12**"), Green Valley Ranch East Metropolitan District No. 13 ("**District No. 13**"), and Green Valley Ranch East Metropolitan District No. 14 ("**District No. 14**"), to serve the Project. District No. 9, District No. 10, District No. 11, District No. 12, District No. 13, and District No. 14, together with the District Nos. 6-8, are referred to herein as the "**Districts**". ~~The First 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 First Amended Service Plan in its entirety.~~ This First Amendment to the Second Amended and Restated Service Plan (the "**First Amendment**") is intended to be read in conjunction with the Second Amended and Restated Service Plan and therefore is incorporated within the Second Amended and Restated Service Plan but it relates only to District No. 10, District No. 11, District No. 12, District No. 13, and District No. 14 (collectively, "**District Nos. 10-14**") and does not impact District No. 6, District No. 7, District No. 8, nor District No. 9 ("**District Nos. 6-9**"). This First Amendment provides additional clarification to avoid ambiguity regarding the Regional Intergovernmental Improvements Agreement that may be entered into in the event that property within the District Nos. 10-14 Service Area does not come within the Aerotropolis Regional Transportation Authority (ARTA) boundaries and, in such event, how the ARI Mill Levy revenues may be directed by the Boards of Directors of District No. 10-14 (the "**District Nos. 10-14 Boards**"). Specifically, this First Amendment, clarifies that a Regional Intergovernmental Improvements Agreement may include an intergovernmental agreement establishing an authority which has, at minimum, Title 32 special districts from three (3) or more Approved Development Plan areas as parties to the agreement and that the ARI Mill Levy may be pledged to finance Regional Improvements pursuant thereto that will benefit the current and anticipated property owners and taxpayers of the development within the District Nos. 10-14, effectuate the intent of the Service Plan, and facilitate the funding of Regional Improvements necessary for the continued development in the area and the public health, safety, prosperity, and general welfare of the inhabitants of the District Nos. 10-14.

The Second Amended and Restated Service Plan shall be in full force and effect at all times prior to the City's approval of this First Amendment. Upon approval by the City,

this Second Amended and Restated Service Plan as amended by the First Amendment as it applies to District Nos 10-14 is intended to modify, replace, restate and supersede the prior version of the Second Amended Service Plan in its entirety.

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 these Public Improvements.

The Districts ~~are~~have not ~~being~~been 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 Plan.

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 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 Authority (*applicable to District Nos. 10-14*): means an authority established by a Regional Intergovernmental Improvements Agreement.

ARI Master Plan~~:~~ (*applicable to District Nos. 6-9*): 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 applicable Districts.

ARI Master Plan (*applicable to District Nos. 10-14*): means, as the context requires, either (i) 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, or (ii) one or more master plans adopted by an ARI Authority, establishing Regional Improvements which will benefit the taxpayers and service users of the applicable Districts.

ARI Mill Levy~~:~~ (*applicable to District Nos. 6-9*): 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 Assessment Rate 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.

ARI Mill Levy (*applicable to District Nos. 10-14*): 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 (i) five (5) mills, plus Assessment Rate Adjustment, minus any applicable ARTA Mill Levy (only applicable if the property within the Districts' Service Area comes within the ARTA's boundaries), for collection beginning for each Ddistrict in the first year of collection of a debt service mill levy by such Ddistrict, and continuing in each year thereafter or (ii) such lesser amount as may be agreed to as part of a Regional Intergovernmental Improvements Agreement, for collection beginning and ending at such times as set forth in such Regional Intergovernmental Improvements Agreement ~~or (iii) if no such Regional Intergovernmental Improvements Agreement has been entered into, the ARI Mill Levy shall be five (5) mills, plus Assessment Rate Adjustment, and shall be imposed 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..~~

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 Establishing Agreement.

Assessment Rate 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.

Board: means the board of directors of one District or the boards of directors of all the Districts, in the aggregate.

Bond, Bonds or Debt: means bonds or other obligations for the payment of which the District has promised to impose an *ad valorem* property tax mill levy, and/or collect Fee revenue.

City: means the City of Aurora, Colorado.

City Code: means the City Code of the City of Aurora, Colorado.

City Council: means the City Council of the City of Aurora, Colorado.

District: means any one of the Green Valley Ranch East Metropolitan District Nos. 6 through 14.

District No. 6: means the Green Valley Ranch East Metropolitan District No. 6.

District No. 7: means the Green Valley Ranch East Metropolitan District No. 7.

District No. 8: means the Green Valley Ranch East Metropolitan District No. 8.

District No. 9: means the Green Valley Ranch East Metropolitan District No. 9.

District No. 10: means the Green Valley Ranch East Metropolitan District No. 10.

District No. 11: means the Green Valley Ranch East Metropolitan District No. 11.

District No. 12: means the Green Valley Ranch East Metropolitan District No. 12.

District No. 13: means the Green Valley Ranch East Metropolitan District No. 13.

District No. 14: means the Green Valley Ranch East Metropolitan District No. 14.

Districts: means District No. 6, District No. 7, District No. 8, District No. 9, District No. 10, District No. 11, District No. 12, District No. 13, and District No. 14, 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 Financial Plan of the Districts as described in Section VII which describes (i) how the Public Improvements are to be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

Inclusion Area Boundaries: means the boundaries of the area described in the Inclusion Area Boundary Map.

Inclusion Area Boundary Map: means the map attached hereto as **Exhibit C-2,** describing the property proposed for inclusion within one, but not any more than one, of the boundaries of the Districts.

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 Maps: means the maps attached hereto as **Exhibit C-1,** describing the Initial District Boundaries.

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.

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 Green Valley Ranch or such other development that may occur in the applicable District from time to time..

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~~:~~ (*applicable to District Nos. 6-9*): means one or more intergovernmental agreements between the AACMD and the City.

Regional Intergovernmental Improvements Agreement (*applicable to District Nos. 10-14*): means, as the context requires, either (i) one or more intergovernmental agreements between the AACMD and the City (ii) an intergovernmental agreement establishing an ARI Authority which has, at minimum, Title 32 special districts from three (3) or more Approved Development Plan areas and the City as parties to the agreement; or (iii) an intergovernmental agreement with an ARI Authority which has, at minimum, Title 32 special districts from three (3) or more Approved Development Plan areas and the City as parties to the agreement whereby the ARI Mill Levy has been pledged to such ARI Authority.

Second Amended and Restated Service Plan: means this Second Amended and Restated Service Plan for the Districts approved by the City Council, as amended by this First Amendment.

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 the Second Amended and Restated Service Plan, as amended by this First Amendment, approved by City Council in accordance with the City's ordinance and the applicable state law.

Special District Act: means Section 32-1-101, *et seq.,* of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real or personal property within the Service Area subject to ad valorem taxes imposed by the Districts.

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately 588.264 acres and the total area proposed to be included in the Inclusion Area Boundaries is approximately 877.251 acres. A legal description of the Initial District Boundaries and the Inclusion Area Boundaries is attached hereto as **Exhibit A.** A vicinity map is attached hereto as **Exhibit B.** Maps 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.** It is anticipated that the

District's boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Section 32-1-401, *et seq.,* C.R.S., and Section 32-1-501, *et seq.,* C.R.S., subject to the limitations set forth in Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately 877.251 acres of undeveloped land. 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 Eight Thousand Five Hundred (8,500) 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 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. 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 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 Districts.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of their boundaries any property inside the inclusion area boundaries without prior written consent of the City, except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401 (l)(a), C.R.S. 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 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 District.

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 with one or more of District No. 6, District No. 7, District No. 8, District No. 9, District No. 10, District No. 11, District No. 12, District No. 13, and District No. 14.

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 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 V.A.1-14 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 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 will undertake the financing and construction of the improvements contemplated herein. Specifically, the ~~Districts~~District Nos. 6-9, with the AACMD, 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~~.~~ (this requirement is not applicable to District Nos. 10-14). The Districts will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements.

The Districts shall be authorized to enter into agreements which shall govern the relationships between and among the Districts, additional Title 32 districts, and/or other governmental entities, 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 ARTA Establishment Agreement or the Regional Intergovernmental Improvements Agreement 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 the ARI Mill Levy and shall convey it as follows:

A. If the ARTA Mill Levy in any tax collection year is less than 5 mills (as adjusted by the Assessment Rate Adjustment), the ARI Mill Levy revenue shall be deposited by the Districts with the AACMD (or as directed by AACMD) and shall only be spent pursuant to a Regional Intergovernmental Improvements Agreement. In the event the property within the Districts' Service Area does not come within the ARTA's boundaries, the Districts shall not be required to deposit the ARI Mill Levy revenue with the AACMD (or as directed by AACMD), and the ARI Mill Levy revenue shall only be spent pursuant to a Regional Intergovernmental Improvements Agreement ~~with the City~~.

~~A.~~B. With respect to District Nos. 10-14 only, if neither of the options in Section VI.A above is applicable then the revenue from the ARI Mill Levy shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the applicable District's Service Area under this Section VI and shall not expend such revenue until an intergovernmental agreement is executed between the City and the applicable District establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if within two (2) years from the date of the approval of the First Amendment by the City such intergovernmental agreement is not executed neither of the options in Section VI.A above is applicable (i.e., the property within the applicable District's Service Area has not come within the ARTA's boundaries nor has the applicable District entered into a Regional Intergovernmental Improvements Agreement), then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the District as prioritized and determined by the City.

~~B.~~C. The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred in relation thereto, unless the City has agreed otherwise in writing; provided, however in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements.

~~C.~~D. 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 or, with respect to District Nos. 10-14 only, at such time as provided for in a Regional ~~Improvements~~ Intergovernmental Improvements Agreement.

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 VI.A or B above.

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 with the revenues derived from the Maximum Debt Mill Levy 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:

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 Assessment Rate Adjustment.

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.

1. 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 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

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(1), 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 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 District's Board, 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, are anticipated to be One Hundred Thousand Dollars ($100,000) 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 is estimated to be Fifty Thousand Dollars ($50,000) 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 Levies 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.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.

2. Intergovernmental Agreements with other governmental entities, either entered into or proposed as of December 31 of the prior year

3. Copies of the District's rules and regulations, if any as of December 31 of the prior year.

4. A summary of any litigation which involves the District Public Improvements as of December 31 of the prior year.

5. Status of the District's construction of the Public Improvements as of December 31 of the prior year.

6. A list of all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of December 31 of the prior year.

7. The 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 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. 9, District No. 10, District No. 11, District No. 12, District No. 13, and District No. 14 will provide the City with written notice of the date of hearing on their petitions 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 notice disclosure to all initial purchasers of property in the Districts 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 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 D** 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.

3. 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.

4. 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.

5. 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 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 approval of this Second 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 Second Amended and Restated Service Plan. District Nos. 10-14 shall execute the First Amendment to the Intergovernmental Agreement between the City of Aurora, Colorado and District Nos. 10-14 in substantially the form attached hereto as Exhibit F and incorporated herein by this reference at the first meeting of the District Nos. 10-14 Boards after approval of this First Amendment.

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

Legal Descriptions

EXHIBIT B

Aurora Vicinity Map

EXHIBIT C-1

Initial Districts Boundary Map

EXHIBIT C-2

Inclusion Area Boundary Map

EXHIBIT D

Notice of Special District Disclosure

EXHIBIT E

Intergovernmental Agreement between the Districts and Aurora

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF AURORA, COLORADO

AND

GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NOS. 9, 10, 11, 12, 13 and 14

THIS AGREEMENT is made and entered into as of this_ day of _____202 2, by and between the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado ("City"), and the GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NOS. 9, 10, 11, 12, 13 and 14, 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 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 District shall be authorized, but not obligated to, operate and maintain park and recreation improvements without an intergovernmental agreement with the City, provided that any Fee imposed by the District for access to such park and recreation improvements shall not result in Non-District City residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the District. However, the District shall be entitled to impose an administrative fee as necessary to cover additional expenses associated with Non-District City residents to ensure that such costs are not the responsibility of 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 shall be open to the general public and Non-District City residents free of charge.

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. The Districts shall not include within any of their boundaries any property outside the Service Area (as defined within the Second Amended and Restated Service Plan) without the prior written consent of the City. The Districts shall not include within any of their boundaries any property inside the inclusion area boundaries without the prior written consent of the City, except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S. 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 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 until such time as the Districts have approved and executed the IGA 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 Green Valley Ranch East Metropolitan District Nos. 6, 7, 8, 9, 10, 11, 12, 13 or 14.

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. The Districts will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, Fees, tolls and charges. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

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 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, collectively, will undertake the financing and construction of the improvements contemplated herein. Specifically, the Districts, with AACMD, shall enter into one or more Intergovernmental Agreements which shall govern the relationships between and among the Districts with respect to the financing, construction and operation of the improvements contemplated herein. The Districts, with the AACMD, will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements.

The Districts shall have the authority to enter into agreements which shall govern the relationships between and among the Districts and additional Title 32 districts with respect to the financing, construction and operation of the improvements contemplated

herein, including, but not limited to, the AACMD, The Aurora Highlands Metropolitan District Nos. 1, 2 and 3, and Green Valley Aurora Metropolitan District No. 1.

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 or the Regional Intergovernmental Improvements Agreement described below.

23. 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 the ARI Mill Levy and shall convey it as follows:

(a) If the ARTA Mill Levy in any tax collection year is less than 5 mills (as adjusted by the Assessment Rate Adjustment), the ARI Mill Levy revenue shall be deposited by the Districts with the AACMD (or as directed by AACMD) and shall only be spent pursuant to a Regional Intergovernmental Improvements Agreement.

(b) The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of the AACMD's participation in Agreements with the City and the ARTA, unless the City has agreed otherwise in writing; provided, however in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements.

(c) The Districts shall cease to be obligated to impose, collect and convey the revenue from the ARI Mill Levy described in Section VI of the Second Amended and Restated Service Plan 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.

(d) 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:

(e) 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 Assessment Rate Adjustment.

(f) 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.

(g) 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 32-1-110 I, 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.

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 the Districts: Green Valley Ranch East Metropolitan District Nos. 9, 10, 11, 12, 13, and 14
c/o Icenogle Seaver Pogue P.C.
4725 S. Monaco Street, Suite 360
Denver, Colorado 80237
Attn: Jennifer L. Ivey
Phone: (303) 292-9100
Fax: (303) 292-9101

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 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

GREEN VALLEY RANCH EAST
METROPOLITAN DISTRICT NO. 9

By: _____
President

Attest:

_____
Secretary

GREEN VALLEY RANCH EAST
METROPOLITAN DISTRICT NO. 10

By: _____
President

Attest:

_____
Secretary

GREEN VALLEY RANCH EAST
METROPOLITAN DISTRICT NO. 11

By: _____
President

Attest:

_____
Secretary

GREEN VALLEY RANCH EAST
METROPOLITAN DISTRICT NO. 12

By: _____
President

Attest:

_____
Secretary

GREEN VALLEY RANCH EAST
METROPOLITAN DISTRICT NO. 13

By: _____
President

Attest:

_____
Secretary

GREEN VALLEY RANCH EAST
METROPOLITAN DISTRICT NO. 14

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 F

First Amendment to Intergovernmental Agreement between District Nos. 10-14 and Aurora

FIRST AMENDMENT TO

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF AURORA, COLORADO

AND

GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NOS. 10, 11, 12, 13 and 14

THIS AGREEMENT is made and entered into as of this __ day of _____2025, by and between the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado ("City"), and the GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NOS. 10, 11, 12, 13 and 14, 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 Green Valley Ranch East Metropolitan District Nos. 6, 7, 8, 9, 10, 11, 12, 13, and 14 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 August 22, 2022 ("Second Amended and Restated Service Plan"); and

WHEREAS, on _____, 2026~~5~~ the City approved a First Amendment to the Second Amended and Restated Service Plan as it relates to the Districts (the "First Amendment to Service Plan"); and

WHEREAS, the City and Green Valley Ranch East Metropolitan District Nos. 6, 7, 8, 9, 10, 11, 12, 13, and 14 entered into that certain Intergovernmental Agreement on February 24, 2023 ("Agreement"); and

WHEREAS, the First Amendment to Service Plan makes reference to the execution of an amendment to the Agreement; 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 amendment with each of the Districts and supersede portions of the Agreement in conflict with this First Amendment as it relates to the Districts ("Amendment").

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

~~37.~~1. Multiple District Structure. Section 20 of the Agreement is hereby amended and replaced in its entirety with the following language:

> It is anticipated that the Districts will undertake the financing and construction of the improvements contemplated herein. The Districts will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements.
>
> The Districts shall be authorized to enter into agreements which shall govern the relationships between and among the Districts, additional Title 32 districts, and/or other governmental entities, with respect to the financing, construction and operation of the improvements contemplated herein.

2. Regional Improvements. ~~–~~Section 23(a~~b~~) of the Agreement is hereby amended and replaced in its entirety with the following language~~by inserting a new section 23(b) and shifting all subsequent sections down by one with the following language~~:

> (a) If the ARTA Mill Levy in any tax collection year is less than 5 mills (as adjusted by the Assessment Rate Adjustment), the ARI Mill Levy revenue shall be deposited by the Districts with the AACMD (or as directed by AACMD) and shall only be spent pursuant to a Regional Intergovernmental Improvements Agreement. In the event the property within the Districts' Service Area does not come within the ARTA's boundaries, the Districts shall not be required to deposit the ARI Mill Levy revenue with the AACMD (or as directed by AACMD), and the ARI Mill Levy revenue shall only be spent pursuant to a Regional Intergovernmental Improvements Agreement.

3. Regional Improvements. A new Section (a.5) of the Agreement is hereby added as follows:

~~38.~~

> (b) With respect to District Nos. 10-14 only, if neither of the options in Section 23(a) above is applicable then the revenue from the ARI Mill Levy shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the applicable District's Service Area under this Section 23 and shall not expend such revenue until an intergovernmental agreement is executed between the City and the applicable District establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if within two (2) years from the date of the approval of the First Amendment by the City such intergovernmental agreement is not executed neither of the options in

Section 23(a) above is applicable (i.e., the property within the applicable District's Service Area has not come within the ARTA's boundaries nor has the applicable District entered into a Regional Intergovernmental Improvements Agreement), then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the District as prioritized and determined by the City.

~~39.~~4. Regional Improvements. Section 2~~3~~2(c) of the Agreement is hereby amended and replaced in its entirety with the following language:

(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 of the Second Amended and Restated Service Plan 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 or at such time as provided for in a Regional Intergovernmental Improvements Agreement.

~~40.~~5. Full Force and Effect. Except as expressly modified by this Amendment, all other provisions of the Agreement shall remain in full force and effect. This Amendment does not apply to the Agreement as it relates to Green Valley Ranch East Metropolitan District Nos. 6, 7, 8, or 9.

[Remainder of page intentionally left blank.]

SIGNATURE PAGES TO INTERGOVERNMENTAL AGREEMENT

GREEN VALLEY RANCH EAST
METROPOLITAN DISTRICT NO. 10

By: _____
President

Attest:

_____
Secretary

GREEN VALLEY RANCH EAST
METROPOLITAN DISTRICT NO. 11

By: _____
President

Attest:

_____
Secretary

GREEN VALLEY RANCH EAST
METROPOLITAN DISTRICT NO. 12

By: _____
President

Attest:

_____
Secretary

GREEN VALLEY RANCH EAST
METROPOLITAN DISTRICT NO. 13

By: _____
President

Attest:

_____
Secretary

GREEN VALLEY RANCH EAST
METROPOLITAN DISTRICT NO. 14

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

First Phase	
Picadilly & 56th Intersection Tie In & Traffic Signal	$1,750,000
56th Ave - 2 Westbound Lanes - Picadilly to Nepal	$2,250,000
56th Ave - North Side - Pedestrian Trail - Picadilly to Himalaya	$500,000
56th Ave - 2 Eastbound Lanes - Picadilly to Skydance	$8,500,000
56th Ave - 2 Eastbound Lanes - Skydance to Tibet	$4,800,000
56th Ave - 2 Eastbound Lanes - Tibet to E-470	$3,100,000
Subtotal First Phase	**$20,900,000**

Future Projects as Funding Permits - Tier 2 - In priority	
56th Ave - Westbound - Improve Existing 2 Lanes - Nepal to Lisbon	$2,500,000
56th Ave - Westbound - Expand from 2 to 3 Lanes - Tibet to Picadilly	$3,000,000
56th Ave - Westbound - Expand from 2 to 3 Lanes - E-470 to Tibet	$3,000,000
56th Ave - Traffic Signal - Tibet	$1,250,000
56th Ave - Eastbound - Expand from 2 to 3 lanes - Picadilly to E-470	$9,900,000
56th Ave/E-470 Bridge Expansion	$28,000,000
56th Ave - Westbound - Improve Existing 2 Lanes - Lisbon to Himalaya	$6,500,000
56th Ave - Traffic Signal - if warranted - Lisbon (1/2)	$425,000
56th Ave - Traffic signal - if warranted - Himalaya (1/4)	$212,500
56th Ave - Westbound - Expand from 2 to 3 Lanes - Picadilly to Lisbon	$4,250,000
56th Ave - Westbound Lanes - Expand from 2 to 3 Lanes - Lisbon to Himalaya	$3,275,000
Subtotal Future Projects as Funding Permits - Tier 2 - In priority	**$62,312,500**

Future Projects as Funding Permits - Tier 3 - In priority	
60th Ave - Crossing Pond 816 - if triggered/warranted - Near Himalaya	$7,000,000
56th Ave - 2 Lanes (1 East 1 West + median) - Reimbursement - E-470 to Harvest	$12,000,000
Harvest Rd. - Southbound - 1 lane (plus 1/2 median) Reimburse 56th to 64th	$4,000,000
56th - Traffic Signal - @ Harvest - 1/2 cost-	$425,000
60th Ave Flyover @ E-470 - (if warranted - and required)	$33,000,000
Subtotal Future Projects as Funding Permits - Tier 3 - In priority	**$56,425,000**

Permitted Projects if Capacity Exists after all Previous Projects funded	
60th Ave - Improvements - Coolidge to Harvest Rd.	$8,000,000
60th Ave - Improvements - Picadilly to E470	$5,000,000
Subtotal Permitted Projects if Capacity Exists after all Previous Projects funded	**$13,000,000**

TOTAL FULL CAPACITY SCOPE	**$152,637,500**

Projects Associated with Inclusion of Sun Empire-Porteos - or Fine	
Traffic Signal at 56th and Jackson Gap (not Aerotropolis Pkwy intersection)	$850,000
56th Ave - 2 Lanes - 1 East, 1 West + med.- Jackson Gap (A.P.) to Powhaton	$9,000,000
56th - Streetlights - from Jackson Gap to Powhaton	$375,000
Traffic Signal at 56th and Powhaton	$850,000
Subtotal Projects Associated with Inclusion of Sun Empire-Porteos - or Fine	**$11,075,000**

TOTAL FULL CAPACITY SCOPE W/ INCLUSION OF SUN EMPIRE-PORTEOS-OR FINE	**$163,712,500**

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GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NO. 6
ACKNOWLEDGEMENT OF NO OBJECTION TO
FIRST AMENDMENT TO
CONSOLIDATED SECOND AMENDED AND RESTATED SERVICE PLAN
FOR GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NOS. 6-14
AS IT APPLIES TO
GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NOS. 10-14

Green Valley Ranch Metropolitan District Nos. 10, 11, 12, 13, and 14 ("District Nos. 10-14") intend to seek an amendment to the Consolidated Second Amended and Restated Service Plan for Green Valley Ranch East Metropolitan District Nos. 6-14, as approved by the City Council of the City of Aurora, Colorado (the "City"), by Ordinance No. 2022-43 on August 22, 2022, effective September 24, 2022 (the "Service Plan"), as it applies to District Nos. 10-14 to provide additional clarification would be beneficial to avoid ambiguity regarding the Regional Intergovernmental Improvements Agreement (as defined in the Service Plan) that may be entered into in the event that property within the Service Area for District Nos. 10-14 does not come within the Aerotropolis Regional Transportation Authority boundaries and, in such event, how the ARI Mill Levy (as defined in the Service Plan) revenues may be directed by the Boards of Directors of District Nos. 10-14 as is necessary for the continued development in the area and the public health, safety, prosperity, and general welfare of the inhabitants of District Nos. 10-14 (the "First Amendment"). Green Valley Ranch East Metropolitan District No. 6 ("District No. 6") hereby acknowledges that is has no objection to District Nos. 10-14 seeking City approval of the First Amendment to the Service Plan as it applies to District Nos. 10-14.

District Nos. 10-14 shall provide District No. 6 with (1) a Notice of Public Hearing for the public hearing at which the First Amendment to the Service Plan will be considered by the City in accordance with the Aurora City Code Sec. 122-21(a)(3) and Section 32-1-204(1), C.R.S.; and (2) a copy of the final First Amendment, if approved by the City.

Dated this 14th day of July, 2025.

GREEN VALLEY RANCH EAST
METROPOLITAN DISTRICT NO. 6

DocuSigned by:
Raymond Czaplewski
AE660A1FC7B54FA...

By: Ray Czaplewski

Its: President

Docusign Envelope ID: 4FDDE9AA-C2E0-4163-9654-53F2DF892B6F

GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NO. 7
ACKNOWLEDGEMENT OF NO OBJECTION TO
FIRST AMENDMENT TO
CONSOLIDATED SECOND AMENDED AND RESTATED SERVICE PLAN
FOR GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NOS. 6-14
AS IT APPLIES TO
GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NOS. 10-14

Green Valley Ranch Metropolitan District Nos. 10, 11, 12, 13, and 14 ("District Nos. 10-14") intend to seek an amendment to the Consolidated Second Amended and Restated Service Plan for Green Valley Ranch East Metropolitan District Nos. 6-14, as approved by the City Council of the City of Aurora, Colorado (the "City"), by Ordinance No. 2022-43 on August 22, 2022, effective September 24, 2022 (the "Service Plan"), as it applies to District Nos. 10-14 to provide additional clarification would be beneficial to avoid ambiguity regarding the Regional Intergovernmental Improvements Agreement (as defined in the Service Plan) that may be entered into in the event that property within the Service Area for District Nos. 10-14 does not come within the Aerotropolis Regional Transportation Authority boundaries and, in such event, how the ARI Mill Levy (as defined in the Service Plan) revenues may be directed by the Boards of Directors of District Nos. 10-14 as is necessary for the continued development in the area and the public health, safety, prosperity, and general welfare of the inhabitants of District Nos. 10-14 (the "First Amendment"). Green Valley Ranch East Metropolitan District No. 7 ("District No. 7") hereby acknowledges that is has no objection to District Nos. 10-14 seeking City approval of the First Amendment to the Service Plan as it applies to District Nos. 10-14.

District Nos. 10-14 shall provide District No. 7 with (1) a Notice of Public Hearing for the public hearing at which the First Amendment to the Service Plan will be considered by the City in accordance with the Aurora City Code Sec. 122-21(a)(3) and Section 32-1-204(1), C.R.S.; and (2) a copy of the final First Amendment, if approved by the City.

Dated this 21st day of April, 2025.

GREEN VALLEY RANCH EAST
METROPOLITAN DISTRICT NO. 7

Signed by:
Patty Alvarado Sieck
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By: Patty Sieck

Its: President

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GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NO. 8
ACKNOWLEDGEMENT OF NO OBJECTION TO
FIRST AMENDMENT TO
CONSOLIDATED SECOND AMENDED AND RESTATED SERVICE PLAN
FOR GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NOS. 6-14
AS IT APPLIES TO
GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NOS. 10-14

Green Valley Ranch Metropolitan District Nos. 10, 11, 12, 13, and 14 ("District Nos. 10-14") intend to seek an amendment to the Consolidated Second Amended and Restated Service Plan for Green Valley Ranch East Metropolitan District Nos. 6-14, as approved by the City Council of the City of Aurora, Colorado (the "City"), by Ordinance No. 2022-43 on August 22, 2022, effective September 24, 2022 (the "Service Plan"), as it applies to District Nos. 10-14 to provide additional clarification would be beneficial to avoid ambiguity regarding the Regional Intergovernmental Improvements Agreement (as defined in the Service Plan) that may be entered into in the event that property within the Service Area for District Nos. 10-14 does not come within the Aerotropolis Regional Transportation Authority boundaries and, in such event, how the ARI Mill Levy (as defined in the Service Plan) revenues may be directed by the Boards of Directors of District Nos. 10-14 as is necessary for the continued development in the area and the public health, safety, prosperity, and general welfare of the inhabitants of District Nos. 10-14 (the "First Amendment"). Green Valley Ranch East Metropolitan District No. 8 ("District No. 8") hereby acknowledges that is has no objection to District Nos. 10-14 seeking City approval of the First Amendment to the Service Plan as it applies to District Nos. 10-14.

District Nos. 10-14 shall provide District No. 8 with (1) a Notice of Public Hearing for the public hearing at which the First Amendment to the Service Plan will be considered by the City in accordance with the Aurora City Code Sec. 122-21(a)(3) and Section 32-1-204(1), C.R.S.; and (2) a copy of the final First Amendment, if approved by the City.

Dated this 25th day of August, 2025.

GREEN VALLEY RANCH EAST
METROPOLITAN DISTRICT NO. 8

DocuSigned by:
Brandon Wyszynski
9E8B75DB3C664FC...

By: ,=2:4;:Ā1A>BA:>87

Its: President

Docusign Envelope ID: 8F40C166-1959-4855-A72A-1925B46B02A0

GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NO. 9
ACKNOWLEDGEMENT OF NO OBJECTION TO
FIRST AMENDMENT TO
CONSOLIDATED SECOND AMENDED AND RESTATED SERVICE PLAN
FOR GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NOS. 6-14
AS IT APPLIES TO
GREEN VALLEY RANCH EAST METROPOLITAN DISTRICT NOS. 10-14

Green Valley Ranch Metropolitan District Nos. 10, 11, 12, 13, and 14 ("District Nos. 10-14") intend to seek an amendment to the Consolidated Second Amended and Restated Service Plan for Green Valley Ranch East Metropolitan District Nos. 6-14, as approved by the City Council of the City of Aurora, Colorado (the "City"), by Ordinance No. 2022-43 on August 22, 2022, effective September 24, 2022 (the "Service Plan"), as it applies to District Nos. 10-14 to provide additional clarification would be beneficial to avoid ambiguity regarding the Regional Intergovernmental Improvements Agreement (as defined in the Service Plan) that may be entered into in the event that property within the Service Area for District Nos. 10-14 does not come within the Aerotropolis Regional Transportation Authority boundaries and, in such event, how the ARI Mill Levy (as defined in the Service Plan) revenues may be directed by the Boards of Directors of District Nos. 10-14 as is necessary for the continued development in the area and the public health, safety, prosperity, and general welfare of the inhabitants of District Nos. 10-14 (the "First Amendment"). Green Valley Ranch East Metropolitan District No. 9 ("District No. 9") hereby acknowledges that is has no objection to District Nos. 10-14 seeking City approval of the First Amendment to the Service Plan as it applies to District Nos. 10-14.

District Nos. 10-14 shall provide District No. 9 with (1) a Notice of Public Hearing for the public hearing at which the First Amendment to the Service Plan will be considered by the City in accordance with the Aurora City Code Sec. 122-21(a)(3) and Section 32-1-204(1), C.R.S.; and (2) a copy of the final First Amendment, if approved by the City.

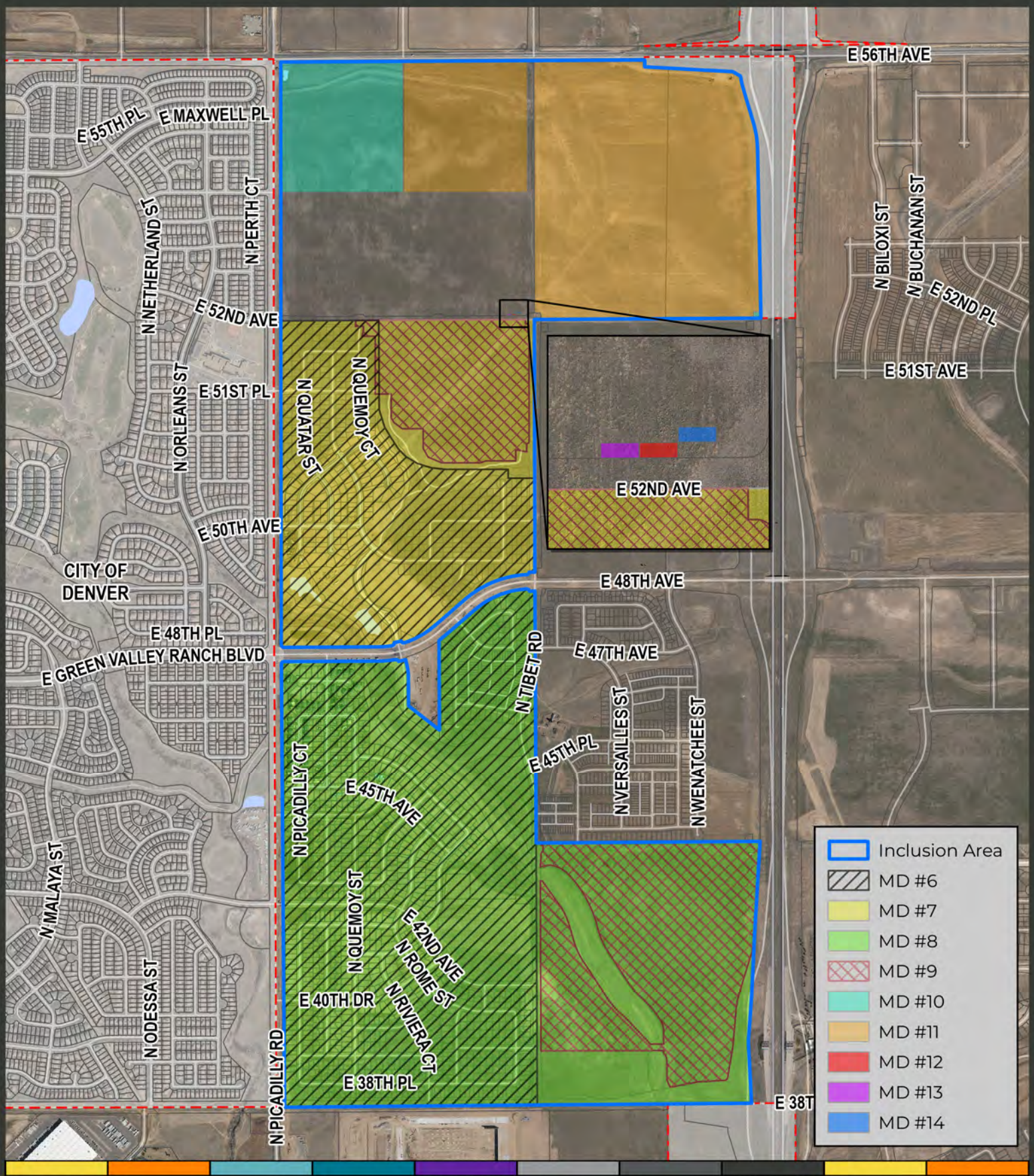
Dated this 29th day of August 2025.

GREEN VALLEY RANCH EAST
METROPOLITAN DISTRICT NO. 9

DocuSigned by:
Brandon Wyszynski
9E0B75DB3C004FC...

By: Brandon Wyszynski

Its: President



Planning and Business Development

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

Miles 0 0.1 0.2

City of Aurora, Colorado

Green Valley Ranch East
Metropolitan Districts #6-14 and Inclusion Area

N W E S

1/28/2026 I:\GIS\ArcGIS_Pro_Projects\Planning\Jake C\2026\2794-2797_Michael Kerrigan\2799_GVREMDs.aprx

CITY OF AURORA
Council Agenda Commentary

Item Title: Painted Prairie Metropolitan District Nos. 1-9 Service Plan Amendment (Ordinance)
Item Initiator: Michael Kerrigan, Special District Administrator, Development Services
Staff Source/Legal Source: Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Economically Strong: Building a conducive development climate, a diverse mix of industries and housing options, and fostering economic growth so that our community thrives and remains resilient.

COUNCIL MEETING DATES:

Study Session: 3/23/2026

Regular Meeting: 4/6/2026

2nd Regular Meeting (if applicable): 4/20/2026

Item requires a Public Hearing: ☒ Yes ☐ No

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

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

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

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item as Proposed at Policy Committee

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as Proposed at Study Session

☐ Information Only

☐ Approve Item as Proposed at Regular Meeting

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 2/26/2026

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

☒ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

The Painted Prairie Metropolitan District Nos. 1-9 ("Districts") are located in Adams County bounded between Himalaya Ave. and Picadilly Road on the west and east respectively; and by 56th Ave. 64th Avenue on the south and north respectively. The Districts were established to finance and construct the public improvements that benefit the citizens of the District for the project known as Painted Prairie. City Council first approved a service plan for the project in 2006, at which time Painted Prairie Metropolitan District Nos. 1-6 were created. In 2017 City Council approved an amended and restated service plan in addition to the creation of Painted Prairie Metropolitan District Nos. 7-9. The property that the Districts serve includes residential and commercial property uses.

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

This ordinance is a request to approve the second amended and restated Painted Prairie Metropolitan District Nos. 1-9 Service Plan; additionally, this ordinance will approve and authorize the execution of an amended and restated intergovernmental agreement between the City of Aurora, Colorado and the Painted Prairie Metropolitan District Nos. 1-9. Painted Prairie Metropolitan District Nos. 2-10 are currently a party to that certain proposed establishment agreement to create the Fletcher Regional Improvement Authority ("FRIA"). FRIA requires its members to pursue an amendment to their respective service plans to comply with the FRIA Establishment Agreement.

Significant changes to the Service Plan include:

- Change definition of ARI Mill Levy.
    - Removes the tiering concept of the Service Plan in favor of a flat ARI Mill Levy.
    - ARI Mill Levy shall be 5 mills plus any applicable Mill Levy Adjustment.
- Added definition of ARI Mill Levy Agreement to be an IGA between the Districts and an ARI Authority regarding the imposition, collection, and transfer of ARI Mill Levies.

FISCAL IMPACT

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

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

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

N/A

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does the Council support approval of the ordinance and wish to forward this item to City Council Meeting as proposed?

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)

ORDINANCE NO. 2026- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE SECOND AMENDED AND RESTATED CONSOLIDATED SERVICE PLAN FOR PAINTED PRAIRIE METROPOLITAN DISTRICT NOS. 1-9

WHEREAS, the City Council (the "City Council") of the City of Aurora, Colorado (the "City") previously approved the Amended and Restated Consolidated Service Plan on July 24, 2017 (the "Service Plan") for the Painted Prairie Metropolitan District Nos. 1-9 (the "Districts"); and

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 Consolidated Service Plan (the "Second Amended and Restated Consolidated Service Plan") for the Districts has been submitted to the City Council; 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 and Restated 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 Districts; and

WHEREAS, the Aurora Regional Improvement mill levy 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 in the Districts' regional area; and

WHEREAS, the Second Amended and Restated Consolidated Service Plan provides that the definition of "ARI Master Plan": "means one or more capital improvement plans established pursuant to an ARI 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;" and

WHEREAS, the Second Amended and Restated Consolidated Service Plan further provides that the definition of "ARI Mill Levy": "means the mill levy imposed for payment of the costs of planning, design, permitting, construction, acquisition and financing of the improvements described in an ARI Master Plan, which shall be five (5) mills, plus the applicable Mill Levy Adjustment, provided that if an ARI Establishment Agreement has been entered into, the imposition, commencement year, duration, and collection of the ARI Mill Levy shall be as set forth in such agreement. If no such agreement has been entered into, the ARI Mill Levy shall be imposed beginning in the first year after approval of this Amended and Restated Service Plan and continuing in each year thereafter, including but not limited to as set forth in the ARI Mill Levy Agreement;" and

WHEREAS, the Districts intend to enter into an ARI Establishment Agreement after the passage of this Ordinance; and

WHEREAS, the City Council has considered the Second Amended and Restated Consolidated Service Plan and all other testimony and evidence presented at the hearing; and

WHEREAS, the City Council finds that the Second Amended and Restated Consolidated 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 Consolidated Service Plan for the Districts 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 Consolidated 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 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 Consolidated 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 Consolidated Service Plan is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area; and

i. The creation of the District will be in the best interests of the area proposed to be served.

Section 3. The City Council hereby approves the Second Amended and Restated Consolidated Service Plan for the Districts as submitted.

Section 4. The ARI Master Plan and ARI Mill Levy defined in this Second Amended and Restated Consolidated Service Plan applies only to Painted Prairie Metropolitan District Nos. 1-9. In all other instances the definition of ARI Mill Levy in City Code §122-26 shall remain in full force and effect.

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

Section 6. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

Section 7. Future amendments to the Intergovernmental Agreement Between the City and the Districts as well as amendments to the Service Plan shall be by resolution.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2026.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2026.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: _____ RLA
BRIAN J. RULLA, Sr. Assistant City Attorney

Megan J. Murphy
Shareholder

303-858-1800
mmurphy@wbapc.com

January 26, 2026

VIA EMAIL
Michael Kerrigan
Special District Administrator, Office of Development Assistance
City of Aurora
Office of Development Assistance
mkerriga@auroragov.org

Re: Transmittal Letter
Painted Prairie Metropolitan District Nos. 1-12

Dear Mr. Kerrigan:

WBA, PC serves as general counsel to Painted Prairie Metropolitan District Nos. 1-12 (collectively, the "**Districts**").

Painted Prairie Metropolitan District No. 2 ("**District No. 2**"), Painted Prairie Metropolitan District No. 3 ("**District No. 3**"), Painted Prairie Metropolitan District No. 4 ("**District No. 4**"), Painted Prairie Metropolitan District No. 5 ("**District No. 5**"), Painted Prairie Metropolitan District No. 6 ("**District No. 6**"), Painted Prairie Metropolitan District No. 7 ("**District No. 7**"), Painted Prairie Metropolitan District No. 8 ("**District No. 8**"), Painted Prairie Metropolitan District No. 9 ("**District No. 9**"), and Painted Prairie Metropolitan District No. 10 ("**District No. 10**" and together with District No. 2, District No. 3, District No. 4, District No. 5, District No. 6, District No. 7, District No. 8, and District No. 9 collectively, "**District Nos. 2-10**"), along with other metropolitan districts in the City of Aurora, are proposing to enter into that certain Fletcher Regional Improvement Authority Establishment Agreement (the "**FRIA Establishment Agreement**") and are member districts of the Fletcher Regional Improvement Authority ("**FRIA**"). The FRIA Establishment Agreement is considered an ARI Establishment Agreement and FRIA is considered an ARI Authority pursuant to the respective Service Plans for District Nos. 2-10.

Section 5.11 of the FRIA Establishment Agreement requires District Nos. 2-10 to exercise commercial best efforts to submit to the City of Aurora (the "**City**") and pursue through approval one or more amendments to the respective Service Plans as are necessary to comply with the FRIA Establishment Agreement.

The Districts therefore respectfully request approval of the Second Amended and Restated Consolidated Service Plan for Painted Prairie Metropolitan District Nos. 1-9 and Amended and Restated Consolidated Service Plan for Painted Prairie Metropolitan District Nos. 10-12

(collectively, the "**Service Plans**") to facilitate the funding of additional Regional Improvements for the benefit of District Nos. 2-10, the other metropolitan districts that are parties to the FRIA Establishment Agreement, and their collective and respective residents, owners, taxpayers and constituents.

Enclosed with this letter are the following documents: (1) Service Plans with all changes in redline; (2) Service Plan with all changes accepted; and (3) Service Plans with all changes accepted and exhibits included.

Some of the Districts have residents and the Boards of Directors of the Districts have discussed the Service Plans, ARI Mill Levy changes, and FRIA membership at Board meetings throughout 2025. Additionally, these topics were discussed at a developer forum held on January 21, 2026. The Painted Prairie homeowners association is planning to mail a notice of these topics to all homeowners on February 2, 2026. The Districts will also provide the legally required notice of the public hearing on the Service Plans once that date has been set. Both notices that are sent to residents will be posted on the Districts' website (https://www.paintedprairiemetrodistrict.com/).

Pursuant to the City of Aurora's "Submittal Instructions for Filing of Proposed Service Plan" (the "**Instructions**"), please find the following information:

Metro district name	• Painted Prairie Metropolitan District No. 1 • Painted Prairie Metropolitan District No. 2 • Painted Prairie Metropolitan District No. 3 • Painted Prairie Metropolitan District No. 4 • Painted Prairie Metropolitan District No. 5 • Painted Prairie Metropolitan District No. 6 • Painted Prairie Metropolitan District No. 7 • Painted Prairie Metropolitan District No. 8 • Painted Prairie Metropolitan District No. 9 • Painted Prairie Metropolitan District No. 10 • Painted Prairie Metropolitan District No. 11 • Painted Prairie Metropolitan District No. 12
Contact information, including name, address, phone and email address for Metro District Counsel submitting Service Plan	WBA, PC Attention: Clint Waldron 2154 East Commons Avenue, Suite 2000 Centennial, CO 80112 Phone: 303-858-1800 Email: cwaldron@wbapc.com
Contact information, including name, address, phone and	Boards of Directors of Painted Prairie Metropolitan District Nos. 1-12 c/o WBA, PC Attention: Clint Waldron 2154 East Commons Avenue, Suite 2000

email address for Petitioner	Centennial, CO 80112 Phone: 303-858-1800 Email: cwaldron@wbapc.com
Contact information, including name, address, phone and email address for Owner/developer of land	We are unable to provide this information because there are many individuals and homebuilders that own land within the boundaries of the Districts. The developer of Painted Prairie is: Painted Prairie Owner, LLC Attention: Don Provost 10100 Santa Monica Blvd, Suite 1000, Los Angeles, CA 90067 Phone: 303-771-4004 dgp@albdev.com
Form of Service Plan	• Second Amended and Restated Consolidated Service Plan for Painted Prairie Metropolitan District Nos. 1-9 • Amended and Restated Consolidated Service Plan for Painted Prairie Metropolitan District Nos. 10-12
Type of Development	• Painted Prairie Metropolitan District No. 1 – overlay includes entire project • Painted Prairie Metropolitan District No. 2 - residential • Painted Prairie Metropolitan District No. 3 – residential • Painted Prairie Metropolitan District No. 4 – residential • Painted Prairie Metropolitan District No. 5 – residential • Painted Prairie Metropolitan District No. 6 – multi-family • Painted Prairie Metropolitan District No. 7 – commercial • Painted Prairie Metropolitan District No. 8 – multi-family • Painted Prairie Metropolitan District No. 9 - commercial • Painted Prairie Metropolitan District No. 10 - residential • Painted Prairie Metropolitan District No. 11 – residential • Painted Prairie Metropolitan District No. 12 - residential
State of Aurora development review process on development plans	The Service Area has been annexed into the City of Aurora and construction development is ongoing.
Justification for petitioner's request to	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

City Council to approve District	financing of the public improvements needed for Painted Prairie to be provided in the most economic manner possible.
Statement Certifying Compliance with the Aurora Model Service Plan	The proposed service plans are an exact copy of the current service plans with changes requested by the City shown in redline.
Statement on the Debt Limit	The debt limits reported in Sections V.A.10 (Total Debt Issuance Limitation) and VII.A. (Financial Plan – General) do not include any debt associated with regional improvements as described in the last sentence of VI.C.
Any special requests	None.
Summary Table	See below.

Second Amended and Restated Consolidated Service Plan for Painted Prairie Metropolitan District Nos. 1-9

Name of Metro District	Public Improvements	Debt Limit	Debt Limit includes ARI?	ARI Debt Limit	Total Debt Capacity	Organizing and Operating Reimbursement	1st year Operating & Maintenance
(Location in Service Plan)	VI.B.	VI.A.10	From transmittal letter	VI. C.	Calculate	VIII. I	VIII.I.
Painted Prairie Metropolitan District No. 1	$108,000,000	$900,000,000	No	$36,000,000	$936,000,000	$50,000	$50,000
Painted Prairie Metropolitan District No. 2	$108,000,000	$900,000,000	No	$36,000,000	$936,000,000	$50,000	$50,000
Painted Prairie Metropolitan District No. 3	$108,000,000	$900,000,000	No	$36,000,000	$936,000,000	$50,000	$50,000
Painted Prairie Metropolitan District No. 4	$108,000,000	$900,000,000	No	$36,000,000	$936,000,000	$50,000	$50,000
Painted Prairie Metropolita	$108,000,000	$900,000,000	No	$36,000,000	$936,000,000	$50,000	$50,000

n District No. 5							
Painted Prairie Metropolitan District No. 6	$108,000,000	$900,000,000	No	$36,000,000	$936,000,000	$50,000	$50,000
Painted Prairie Metropolitan District No. 7	$108,000,000	$900,000,000	No	$36,000,000	$936,000,000	$50,000	$50,000
Painted Prairie Metropolitan District No. 8	$108,000,000	$900,000,000	No	$36,000,000	$936,000,000	$50,000	$50,000
Painted Prairie Metropolitan District No. 9	$108,000,000	$900,000,000	No	$36,000,000	$936,000,000	$50,000	$50,000

Amended and Restated Consolidated Service Plan for Painted Prairie Metropolitan District Nos. 10-12

Name of Metro District	Public Improvements	Debt Limit	Debt Limit includes ARI? Yes or No	ARI Debt Limit	Total Debt Capacity	Organizing and Operating Reimbursement	1st year Operating & Maintenance
(Location in Service Plan)	VI.B.	VI.A.10	From transmittal letter	VI. C.	Calculate	VIII. I	VIII.I.
Painted Prairie Metropolitan District No. 10	$120,000,000	$300,000,000	No	$12,000,000	$312,000,000	$50,000	$50,000
Painted Prairie Metropolitan District No. 11	$120,000,000	$300,000,000	No	$12,000,000	$312,000,000	$50,000	$50,000
Painted Prairie Metropolitan District No. 12	$120,000,000	$300,000,000	No	$12,000,000	$312,000,000	$50,000	$50,000

Sincerely,

WBA, PC

Megan J. Murphy
Shareholder

Enclosures

SECOND AMENDED AND RESTATED CONSOLIDATED SERVICE PLAN

FOR

PAINTED PRAIRIE METROPOLITAN DISTRICT NOS. 1-9

CITY OF AURORA, COLORADO

Prepared

by

WBA, PC
2154 East Commons Avenue, Suite 2000
Centennial, CO 80112

Submitted February 3, 2026

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EXHIBIT C-1	Initial Districts Boundary Maps
EXHIBIT C-2	Inclusion Area Boundary Map
EXHIBIT D	Intergovernmental Agreement between the Districts and Aurora

I. INTRODUCTION

A. Purpose and Intent.

The City of Aurora approved the Amended and Restated Consolidated Service Plan (the "Current Service Plan") for Painted Prairie Metropolitan District Nos. 1-9 (collectively, the "Districts") on July 24, 2017.

Since the time the Current Service Plan was approved, Painted Prairie Metropolitan District No. 2 ("District No. 2"), Painted Prairie Metropolitan District No. 3 ("District No. 3"), Painted Prairie Metropolitan District No. 4 ("District No. 4"), Painted Prairie Metropolitan District No. 5 ("District No. 5"), Painted Prairie Metropolitan District No. 6 ("District No. 6"), Painted Prairie Metropolitan District No. 7 ("District No. 7"), Painted Prairie Metropolitan District No. 8 ("District No. 8"), and Painted Prairie Metropolitan District No. 9 ("District No. 9" and together with District No. 2, District No. 3, District No. 4, District No. 5, District No. 6, District No. 7, and District No. 8, "District Nos. 2-9"), along with other metropolitan districts in the City of Aurora, have entered into that certain Fletcher Regional Improvement Authority Establishment Agreement (the "FRIA Establishment Agreement") and are member districts of the Fletcher Aurora Regional Improvement Authority ("FRIA"). The FRIA Establishment Agreement is considered an ARI Establishment Agreement and FRIA is considered an ARI Authority pursuant to the Service Plan, as those terms are defined in the Service Plan.

Section 5.11 of the FRIA Establishment Agreement requires District Nos. 2-9 to exercise commercial best efforts to submit to the City and pursue through approval one or more amendments to their respective Service Plans as are necessary to comply with the FRIA Establishment Agreement.

The Districts therefore respectfully request approval of this Second Amended and Restated Consolidated Service Plan to facilitate the funding of additional Regional Improvements for the benefit of District Nos. 2-9, the other metropolitan districts that are parties to the FRIA Establishment Agreement, and their collective and respective residents, owners, taxpayers and constituents.

This Second Amended and Restated Consolidated Service Plan shall supersede and replace the Current Service Plan.

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 Service Plan, its activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Service Plan. It is intended that the 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 these Public Improvements.

The Districts are not being created to provide ongoing operations and maintenance services other than as specifically set forth in this 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 Service Plan for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for residential properties and at a tax mill levy no higher than the Maximum Debt Mill Levy for commercial and residential properties, and/or repaid by Fees, as long as such Fees are not imposed upon or collected from Taxable Property owned or occupied by an End User for the purpose of creating a capital cost payment obligation as further described in Section V.A.11. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax and Fee burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This 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 the Districts have 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 or from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy on commercial and residential properties and which shall not exceed the Maximum Debt Mill Levy Imposition Term on residential properties. It is the intent of this Service Plan to assure to the extent possible that no commercial or residential property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no property developed for a residential use bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the Districts. With regard to Regional Improvements, this Service Plan also provides for the Districts to pay a portion of the cost of regional infrastructure as part of ensuring that development and those that benefit from development pay for the associated costs.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Agreed Upon Procedures Engagement: means an attestation 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 nonfinancial 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 Authority: means one or more Authorities established by an ARI Authority Establishment Agreement.

ARI Establishment Agreement: means an intergovernmental agreement establishing an ARI Authority which has, at minimum, Title 32 special districts from three (3) or more Approved Development Plan areas as parties to the Agreement.

ARI Master Plan: means one or more capital improvement plans established pursuant to the ARI Establishment Agreement or by one or more intergovernmental agreements between the Districts 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 the applicable Mill Levy Adjustment; provided that if an ARI Authority Establishment Agreement has been entered into, the imposition, commencement year, duration, and collection of the ARI Mill Levy shall be as set forth in such agreement. If no such agreement has been entered into, the ARI Mill Levy shall be imposed 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, including but not limited to as set forth in the ARI Mill Levy Agreement.

ARI Mill Levy Agreement: means the Intergovernmental Agreement Regarding Imposition, Collection and Transfer of ARI Mill Levies entered into by the Districts and an ARI Authority as may be amended from time to time.

Board: means the board of directors of the Districts.

Bond, Bonds or Debt: means bonds or other obligations for the payment of which any Districts have promised to impose an *ad valorem* property tax mill levy, and/or collect Fee revenue.

City: means the City of Aurora, Colorado.

City Code: means the City Code of the City of Aurora, Colorado.

City Council: means the City Council of the City of Aurora, Colorado.

District: means District No. 1, District No. 2, District No. 3, District No. 4, District No. 5, District No. 6, District No. 7, District No. 8, or District No. 9, any of the Districts in their singular form.

Districts: means District No. 1 and District Nos. 2, 3, 4, 5, 6, 7, 8, & 9, collectively.

End User: means any owner, or tenant of any owner, of any taxable improvement within the Districts who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

External Financial Advisor: means a consultant that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Fee(s): means any fee imposed by the Districts for services, programs or facilities provided by the Districts, as described in Section V.A.11. below.

Financial Plan: means the combined Financial Plan of the Districts described in Section VII which describes (i) how the Public Improvements are to be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

Inclusion Area Boundaries: means the boundaries of the area described in the Inclusion Area Boundary Map.

Inclusion Area Boundary Map: means the map attached hereto as **Exhibit C-2**, describing the property proposed for inclusion within one, but not any more than one, of the boundaries of the Districts.

Initial District Boundaries: means the boundaries of the area described in the Initial District Boundary Map.

Initial District Boundary Map: means the maps attached hereto as **Exhibit C-1**, describing the Districts' initial boundaries.

Maximum Debt Mill Levy: means the maximum mill levy each 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 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.

Project: means the development or property commonly referred to as the Painted Prairie Development.

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.

Service Area: means the property within the Initial District Boundary Map and the Inclusion Area Boundary Map.

Service Plan: means this service plan for the Districts approved by City Council.

Service Plan Amendment: means an amendment to the Service Plan approved by City Council in accordance with the City's ordinance and the applicable state law.

Special District Act: means Section 32-1-101, et seq., of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real or personal property within the Service Area subject to ad valorem taxes imposed by the Districts.

III. BOUNDARIES

The area of the Initial District Boundaries of each District includes approximately one-quarter acres (0.25) acres and the total area proposed to be included in the Inclusion Area Boundaries is approximately six hundred thirty four (634) acres. A legal description of the Initial District Boundaries for each District and the Inclusion Area Boundaries is attached hereto as **Exhibit A**. A vicinity map is attached hereto as **Exhibit B**. Maps 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**. It is anticipated that the each District's boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Section 32-1-401, et seq., C.R.S., and Section 32-1-501, et seq., C.R.S., subject to the limitations set forth in Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately six hundred thirty four (634) acres of developable land. The current assessed valuation of the Service Area is $0.00 for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The population of the Districts at build-out is estimated to be approximately one thousand eight hundred six (1,806) people.

Approval of this 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 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.

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 not be authorized to operate and maintain any part or all of the Public Improvements, other than park and recreation improvements, unless the provision of such operation and maintenance is pursuant to an intergovernmental agreement with the City. The

Districts shall be authorized, but not obligated to, operate and maintain park and recreation improvements without an intergovernmental agreement with the City, provided that any Fee imposed by the Districts for access to such park and recreation improvements shall not result in Non-District Aurora residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the Districts. However, the Districts shall be entitled to impose an administrative Fee as necessary to cover additional expenses associated with Non-District Aurora residents to ensure that such costs are not the responsibility of the Districts' residents. All such Fees shall be based upon the Districts' determination that such Fees do not exceed reasonable annual market fees for users of such facilities. Notwithstanding the foregoing, all parks and trails shall be open to the general public and Non-District Aurora residents free of charge.

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. The Districts will obtain the City's approval of civil engineering plans and will obtain applicable permits for the construction and installation of the Public Improvements prior to performing such work.

6. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the Districts shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the

designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of their boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

8. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

9. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the 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 Limitation. The Districts shall not issue Debt in excess of Nine Hundred Million Dollars ($900,000,000).

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. 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 District No. 6.

14. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

15. Service Plan Amendment Requirement. This Service Plan has been designed with sufficient flexibility to enable the 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 V.A.1-14 above or in VII.B-G. shall be deemed to be material modifications to this Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the 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 One Hundred Eight Million Dollars ($108,000,000).

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the City and shall be in accordance with the requirements of the Approved Development Plan. All construction cost

estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

C. Multiple District Structure.

It is anticipated that the Districts, collectively, will undertake the financing and construction of the improvements contemplated herein. Specifically, the Districts shall enter into an Intergovernmental Cost Sharing and Recovery Agreement 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 will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements.

VI. REGIONAL IMPROVEMENTS

The 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 participation in the alternatives set forth in Section VI.A, B or C below.

The Districts shall impose the ARI Mill Levy and shall convey it as follows:

A. If the Districts have executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the terms of which provide for the City to appoint no less than thirty percent (30%) and no more than forty-nine percent (49%) of the board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

B. If the City and the Districts have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the Districts in accordance with such agreement; or

C. If neither Section VI.A nor VI.B above is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under this Section VI and shall not expend such revenue until an intergovernmental agreement is executed between the Districts establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the Service Plan by the City and neither Section VI.A nor VI.B above have occurred within two (2) years from the date of the approval of the Service Plan by the City, then the revenue from

the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the Districts as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, the Districts may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI.B above. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Section VI.A, B, or C set forth above, unless the City has agreed otherwise in writing; provided, however, in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. The Districts shall cease to be obligated to impose, collect and convey to the appropriate entity, as described above, 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 shall have the authority to issue Debt for the Regional Improvements, in an amount not to exceed Thirty Six Million Dollars ($36,000,000) 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 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 revenues derived from the Maximum Debt Mill Levy, Fees and other legally available revenues. The total Debt that the Districts shall be permitted to issue shall not exceed Nine Hundred Million Dollars ($900,000,000) 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 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 Districts' Debt which exceeds fifty percent (50%) of the Districts' assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 below; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

2. For the portion of any aggregate Districts' 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 Districts are 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 "Districts" as used herein shall be deemed to refer to the Districts and to each such subdistrict separately, so

that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

D. Maximum Debt Mill Levy Imposition Term.

The 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.

The Districts may impose a mill levy on taxable property within their 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 the Districts exceed the Maximum Debt Mill Levy or, for residential property within the Districts, the Maximum Debt Mill Levy Imposition Term, except pursuant to an intergovernmental agreement between the 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 Districts shall set forth a statement in substantially the following form:

> By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the 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 Service Plan. Approval of this 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 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.

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, are anticipated to be Fifty Thousand Dollars ($50,000) per District, 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 is estimated to be Fifty Thousand Dollars ($50,000) per District, 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 their mill levy as necessary for provision of operation and maintenance services to their taxpayers and service users.

J. Agreed Upon Procedures Engagement.

For metropolitan 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 by the City 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 Agreed Upon Procedures Engagement.

VIII. ANNUAL REPORT

A. General.

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 Districts have been issued.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following for each District:

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.

2. Intergovernmental Agreements with other governmental entities, either entered into or proposed as of December 31 of the prior year.

3. Copies of the Districts' rules and regulations, if any, as of December 31 of the prior year.

4. A summary of any litigation which involves the District Public Improvements as of December 31 of the prior year.

5. Status of the District's construction of the Public Improvements as of December 31 of the prior year.

6. A list of all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of December 31 of the prior year.

7. The assessed valuation of the District for the current year.

8. Current year budget including a description of the Public Improvements to be constructed in such year.

9. Audit of the District's financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.

10. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.

11. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

IX. DISSOLUTION

Upon an independent determination of the City Council that the purposes for which the 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 TO PURCHASERS

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 Districts 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. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

XI. INTERGOVERNMENTAL AGREEMENT

The form of the intergovernmental agreement required by the City Code, relating to the limitations imposed on the Districts' activities, is attached hereto as **Exhibit D**. The Districts shall approve the intergovernmental agreement in the form attached as **Exhibit D** at their first Board meeting after their organizational election. 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 D** at the public hearing approving the Service Plan.

XII. CONCLUSION

It is submitted that this 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 their 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

Legal Descriptions

EXHIBIT A

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 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 N89°55'04"E BETWEEN THE NORTHWEST CORNER OF SAID SECTION 11 AND THE NORTH QUARTER 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 S00°21'41"E ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11 A DISTANCE OF 54.00 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2021000074002 IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER, SAID POINT BEING THE **POINT OF BEGINNING**;
THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING FIVE (5) COURSES:
1. N89°55'26"E A DISTANCE OF 1897.38 FEET;
2. THENCE S77°37'08"E A DISTANCE OF 23.18 FEET;
3. THENCE N89°55'26"E A DISTANCE OF 442.04 FEET;
4. THENCE S84°52'54"E A DISTANCE OF 82.86 FEET;
5. THENCE N89°55'26"E A DISTANCE OF 129.92 FEET TO A LINE BEING 72.00 FEET WESTERLY OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11;

THENCE S00°39'21"E ALONG SAID PARALLEL LINE A DISTANCE OF 1219.28 FEET;
THENCE S89°20'39"W A DISTANCE OF 150.00 FEET;
THENCE S00°39'21"E A DISTANCE OF 67.00 FEET;
THENCE N89°20'39"E A DISTANCE OF 150.00 FEET TO A POINT ON SAID PARALLEL LINE;
THENCE S00°39'21"E ALONG SAID PARALLEL LINE A DISTANCE OF 1277.39 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, SAID POINT ALSO BEING 72.00 FEET WESTERLY OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11;



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: SEPTEMBER 6, 2023
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

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PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 1

DATE: 9/6/23

SHEET: 1 OF 6

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EXHIBIT A

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

PROPERTY DESCRIPTION

THENCE S00°13'50"E ALONG SAID PARALLEL LINE A DISTANCE OF 2586.42 FEET TO A LINE BEING 72.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11;
THENCE S89°43'32"W ALONG SAID PARALLEL LINE, NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 1586.74 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 02°34'04", A RADIUS OF 9984.00 FEET, A CHORD BEARING N88°59'26"W A DISTANCE OF 447.39 FEET, AND AN ARC DISTANCE OF 447.43 FEET;
THENCE N87°42'24"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 172.70 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 02°33'41", A RADIUS OF 10116.00 FEET, A CHORD BEARING N88°59'15"W A DISTANCE OF 452.20 FEET, AND AN ARC DISTANCE OF 452.24 FEET;
THENCE S89°43'55"W A DISTANCE OF 127.38 FEET;
THENCE S89°43'55"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 142.62 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 02°34'09", A RADIUS OF 10116.00 FEET, A CHORD BEARING S88°26'50"W A DISTANCE OF 453.57 FEET, AND AN ARC DISTANCE OF 453.60 FEET;
THENCE S87°09'46"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 171.87 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 02°34'09", A RADIUS OF 9984.00 FEET, A CHORD BEARING S88°26'50"W A DISTANCE OF 447.66 FEET, AND AN ARC DISTANCE OF 447.70 FEET;
THENCE S89°43'55"W A DISTANCE OF 1198.82 FEET TO A LINE BEING 34.50 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11, SAID LINE ALSO BEING THE EASTERLY LINE OF THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2022000056014 IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER;
THENCE N00°17'08"W ALONG SAID EASTERLY LINE A DISTANCE OF 2579.53 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11;
THENCE CONTINUING ALONG SAID EASTERLY LINE THE FOLLOWING FOUR (4) COURSES:

1. N00°16'03"W A DISTANCE OF 2153.64 FEET;
2. THENCE N04°16'15"E A DISTANCE OF 268.92 FEET;
3. THENCE N00°16'03"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 141.51 FEET;



KENNETH G. OUELLETTE, P.L.S. 24673
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EXHIBIT A

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

PROPERTY DESCRIPTION

4. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°11'07", A RADIUS OF 25.00 FEET, A CHORD BEARING N44°49'30"E A DISTANCE OF 35.41 FEET, AND AN ARC DISTANCE OF 39.35 FEET TO A POINT ON SAID SOUTHERLY LINE OF THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2021000074002;

THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING TWO (2) COURSES:

1. N89°55'04"E A DISTANCE OF 378.04 FEET;
2. THENCE N86°11'41"E NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 181.81 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 93°20'25", A RADIUS OF 25.00 FEET, A CHORD BEARING S47°08'07"E A DISTANCE OF 36.37 FEET, AND AN ARC DISTANCE OF 40.73 FEET;

THENCE S00°27'54"E NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 92.09 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 22°28'05", A RADIUS OF 271.00 FEET, A CHORD BEARING S10°44'50"W A DISTANCE OF 105.59 FEET, AND AN ARC DISTANCE OF 106.27 FEET;

THENCE S21°58'53"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 71.41 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 32°30'57", A RADIUS OF 529.00 FEET, A CHORD BEARING S05°43'24"W A DISTANCE OF 296.20 FEET, AND AN ARC DISTANCE OF 300.21 FEET;

THENCE S10°32'04"E A DISTANCE OF 58.28 FEET;
THENCE N89°55'13"E A DISTANCE OF 601.25 FEET;
THENCE S00°29'13"E A DISTANCE OF 238.01 FEET;
THENCE S89°55'13"W A DISTANCE OF 132.16 FEET;
THENCE S00°29'13"E A DISTANCE OF 135.14 FEET;
THENCE N89°30'47"E A DISTANCE OF 139.64 FEET;
THENCE S00°29'13"E A DISTANCE OF 79.86 FEET;
THENCE N89°55'13"E A DISTANCE OF 222.01 FEET;
THENCE N00°29'13"W A DISTANCE OF 178.00 FEET;
THENCE N89°55'13"E A DISTANCE OF 7.50 FEET;
THENCE N00°29'13"W A DISTANCE OF 274.01 FEET;
THENCE N89°55'13"E A DISTANCE OF 420.52 FEET;



KENNETH G. QUELLETTE, P.L.S. 24673
DATE: SEPTEMBER 6, 2023
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EXHIBIT A

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

PROPERTY DESCRIPTION

THENCE N00°29'13"W A DISTANCE OF 310.01 FEET;
THENCE N89°55'13"E A DISTANCE OF 535.51 FEET;
THENCE N00°29'13"W A DISTANCE OF 329.04 FEET TO A POINT ON SAID SOUTHERLY LINE OF THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2021000074002;
THENCE N89°55'04"E ALONG SAID SOUTHERLY LINE A DISTANCE OF 254.01 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 590.555 ACRES, MORE OR LESS.

EXCLUDING THE FOLLOWING PARCEL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 11;
THENCE N26°59'56"W A DISTANCE OF 1765.54 FEET TO THE **POINT OF BEGINNING;**
THENCE N00°29'13"W A DISTANCE OF 136.92 FEET;
THENCE N89°55'13"E A DISTANCE OF 102.52 FEET;
THENCE S00°04'47"E A DISTANCE OF 135.00 FEET;
THENCE S89°55'13"W A DISTANCE OF 43.56 FEET;
THENCE S00°29'13"E A DISTANCE OF 1.50 FEET;
THENCE S89°30'47"W A DISTANCE OF 58.00 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 0.319 ACRES, MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: SEPTEMBER 6, 2023
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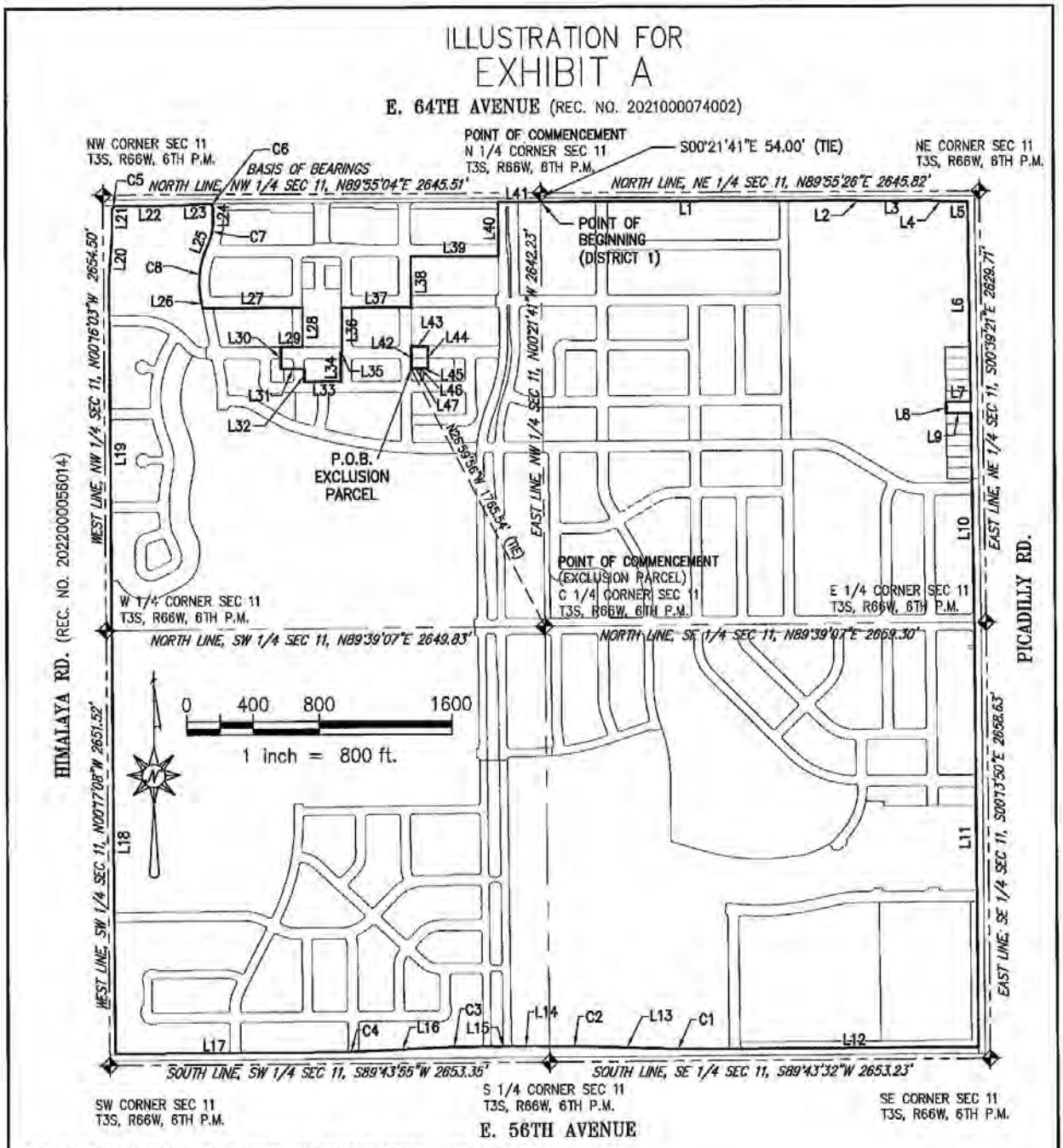
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ILLUSTRATION FOR
EXHIBIT A



THE ABOVE DESCRIBED PARCEL CONTAINS 590.555 ACRES MORE OR LESS.

THE ABOVE DESCRIBED EXCLUSION PARCEL CONTAINS 0.319 ACRES MORE OR LESS.

This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

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ILLUSTRATION FOR
EXHIBIT A

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N89°55'26"E	1897.38'
L2	S77°37'08"E	23.18'
L3	N89°55'26"E	442.04'
L4	S84°52'54"E	82.86'
L5	N89°55'26"E	129.92'
L6	S00°39'21"E	1219.28'
L7	S89°20'39"W	150.00'
L8	S00°39'21"E	67.00'
L9	N89°20'39"E	150.00'
L10	S00°39'21"E	1277.39'
L11	S00°13'50"E	2586.42'
L12	S89°43'32"W	1586.74'
L13	N87°42'24"W	172.70'
L14	S89°43'55"W	127.38'
L15	S89°43'55"W	142.62'
L16	S87°09'46"W	171.87'
L17	S89°43'55"W	1198.82'
L18	N00°17'08"W	2579.53'

LINE TABLE		
LINE #	BEARING	LENGTH
L19	N00°16'03"W	2153.64'
L20	N04°16'15"E	268.92'
L21	N00°16'03"W	141.51'
L22	N89°55'04"E	378.04'
L23	N86°11'41"E	181.81'
L24	S00°27'54"E	92.09'
L25	S21°58'53"W	71.41'
L26	S10°32'04"E	58.28'
L27	N89°55'13"E	601.25'
L28	S00°29'13"E	238.01'
L29	S89°55'13"W	132.16'
L30	S00°29'13"E	135.14'
L31	N89°30'47"E	139.64'
L32	S00°29'13"E	79.86'
L33	N89°55'13"E	222.01'
L34	N00°29'13"W	178.00'

LINE TABLE		
LINE #	BEARING	LENGTH
L35	N89°55'13"E	7.50'
L36	N00°29'13"W	274.01'
L37	N89°55'13"E	420.52'
L38	N00°29'13"W	310.01'
L39	N89°55'13"E	535.51'
L40	N00°29'13"W	329.04'
L41	N89°55'04"E	254.01'
L42	N00°29'13"W	136.92'
L43	N89°55'13"E	102.52'
L44	S00°04'47"E	135.00'
L45	S89°55'13"W	43.56'
L46	S00°29'13"E	1.50'
L47	S89°30'47"W	58.00'

CURVE TABLE					
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	LENGTH
C1	2°34'04"	9984.00'	N88°59'26"W	447.39'	447.43'
C2	2°33'41"	10116.00'	N88°59'15"W	452.20'	452.24'
C3	2°34'09"	10116.00'	S88°26'50"W	453.57'	453.60'
C4	2°34'09"	9984.00'	S88°26'50"W	447.66'	447.70'
C5	90°11'07"	25.00'	N44°49'30"E	35.41'	39.35'
C6	93°20'25"	25.00'	S47°08'07"E	36.37'	40.73'
C7	22°28'05"	271.00'	S10°44'50"W	105.59'	106.27'
C8	32°30'57"	529.00'	S05°43'24"W	296.20'	300.21'

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LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF THE EAST HALF 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 EAST QUARTER CORNER OF SAID SECTION 11, BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP SET BY PLS 38003, WHENCE THE NORTHEAST CORNER OF SAID SECTION 11 BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH A 3-1/4 INCH DIAMETER BRASS CAP SET BY PLS 16398 IN A RANGE BOX IS ASSUMED TO BEAR NORTH 00°39'21" WEST, 2629.71 FEET, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 89°33'24" WEST A DISTANCE OF 72.00 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 00°13'50" EAST, A DISTANCE OF 1117.42 FEET;

THENCE SOUTH 89°46'10" WEST, A DISTANCE OF 558.48 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 03°21'15", AN ARC LENGTH OF 24.88 FEET, THE CHORD OF WHICH BEARS NORTH 05°12'20" EAST, A DISTANCE OF 24.88 FEET, TO A POINT OF NON-TANGENCY;

THENCE NORTH 86°28'17" WEST, A DISTANCE OF 110.31 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 469.00 FEET, A CENTRAL ANGLE OF 31°55'02", AN ARC LENGTH OF 261.26 FEET, THE CHORD OF WHICH BEARS SOUTH 26°13'33" WEST, A DISTANCE OF 257.90 FEET , TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 83°56'02", AN ARC LENGTH OF 29.30 FEET, THE CHORD OF WHICH BEARS SOUTH 00°13'02" WEST, A DISTANCE OF 26.75 FEET, TO A POINT OF NON-TANGENCY;

THENCE SOUTH 48°52'00" WEST, A DISTANCE OF 70.00 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 83°08'59", AN ARC LENGTH OF 29.02 FEET, THE CHORD OF WHICH BEARS NORTH 83°19'28" WEST, A DISTANCE OF 26.54 FEET, TO A POINT OF NON-TANGENCY;

THENCE NORTH 34°53'58" WEST, A DISTANCE OF 49.00 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 420.00 FEET, A CENTRAL ANGLE OF 02°09'47", AN ARC LENGTH OF 15.86 FEET, THE CHORD OF WHICH BEARS NORTH 54°01'09" EAST, A DISTANCE OF 15.85 FEET , TO A POINT OF NON-TANGENCY;

THENCE NORTH 44°05'16" EAST, A DISTANCE OF 64.61 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 415.00 FEET, A CENTRAL ANGLE OF 44°15'17", AN ARC LENGTH OF 320.54 FEET, THE CHORD OF WHICH BEARS NORTH 21°57'38" EAST, 312.63 FEET, TO A POINT OF COMPOUND CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 89°56'49", AN ARC LENGTH OF 23.55 FEET, THE CHORD OF WHICH BEARS NORTH 45°08'25" WEST, 21.20 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 555.00 FEET, A CENTRAL ANGLE OF 45°03'18", AN ARC LENGTH OF 436.43 FEET, THE CHORD OF WHICH BEARS NORTH 67°35'10" WEST, 425.27 FEET, TO A POINT OF TANGENCY;

THENCE NORTH 45°03'31" WEST, A DISTANCE OF 704.68 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 277.00 FEET, A CENTRAL ANGLE OF 44°42'38", AN ARC LENGTH OF 216.16 FEET, THE CHORD OF WHICH BEARS NORTH 22°42'12" WEST, 210.71 FEET, TO A POINT OF TANGENCY;

THENCE NORTH 00°20'53" WEST, A DISTANCE OF 60.83 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 23.56 FEET, THE CHORD OF WHICH BEARS NORTH 45°20'53" WEST, 21.21 FEET, TO A POINT OF TANGENCY;

THENCE SOUTH 89°39'07" WEST, A DISTANCE OF 217.00 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 23.56 FEET, THE CHORD OF WHICH BEARS SOUTH 44°39'07" WEST, 21.21 FEET, TO A POINT OF TANGENCY;

THENCE SOUTH 00°20'53" EAST, A DISTANCE OF 314.63 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 679.00 FEET, A CENTRAL ANGLE OF 18°06'24", AN ARC LENGTH OF 214.58 FEET, THE CHORD OF WHICH BEARS SOUTH 09°24'05" EAST, 213.69 FEET, TO A POINT OF TANGENCY;

THENCE SOUTH 18°27'17" EAST, A DISTANCE OF 43.66 FEET;

THENCE SOUTH 71°32'43" WEST, A DISTANCE OF 54.00 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 23.56 FEET, THE CHORD OF WHICH BEARS NORTH 63°27'17" WEST, 21.21 FEET, TO A POINT OF TANGENCY;

THENCE SOUTH 71°32'43" WEST, A DISTANCE OF 294.39 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1299.00 FEET, A CENTRAL ANGLE OF 13°43'41", AN ARC LENGTH OF 311.24 FEET, THE CHORD OF WHICH BEARS SOUTH 78°24'33" WEST, 310.50 FEET, TO A POINT OF NON-TANGENCY;

THENCE NORTH 04°43'36" WEST, A DISTANCE OF 49.00 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 92°01'45", AN ARC LENGTH OF 24.09 FEET, THE CHORD OF WHICH BEARS NORTH 39°15'32" EAST, 21.59 FEET, TO A POINT OF TANGENCY;

THENCE NORTH 06°45'21" WEST, A DISTANCE OF 56.50 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 06°24'28", AN ARC LENGTH OF 59.27 FEET, THE CHORD OF WHICH BEARS NORTH 03°33'07" WEST, 59.24 FEET, TO A POINT OF TANGENCY;

THENCE NORTH 00°20'53" WEST, A DISTANCE OF 540.59 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 31.42 FEET, THE CHORD OF WHICH BEARS NORTH 45°20'53" WEST, 28.28 FEET, TO A POINT OF TANGENCY;

THENCE SOUTH 89°39'07" WEST, A DISTANCE OF 15.90 FEET;

THENCE NORTH 00°21'41" WEST, A DISTANCE OF 96.00 FEET;

THENCE NORTH 89°39'07" EAST, A DISTANCE OF 33.92 FEET;

THENCE NORTH 00°20'53" WEST, A DISTANCE OF 270.43 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 71.00 FEET, A CENTRAL ANGLE OF 47°26'54", AN ARC LENGTH OF 58.80 FEET, THE CHORD OF WHICH BEARS NORTH 00°20'53" WEST, 57.13 FEET, TO A POINT OF NON-TANGENCY;

THENCE NORTH 00°20'53" WEST, A DISTANCE OF 664.43 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 31.42 FEET, THE CHORD OF WHICH BEARS NORTH 45°20'53" WEST, 28.28 FEET, TO A POINT OF TANGENCY;

THENCE SOUTH 89°39'07" WEST, A DISTANCE OF 14.15 FEET;

THENCE NORTH 00°21'41" WEST, A DISTANCE OF 66.00 FEET;

THENCE NORTH 89°39'07" EAST, A DISTANCE OF 1656.07 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 333.00 FEET, A CENTRAL ANGLE OF 31°40'30", AN ARC LENGTH OF 184.09 FEET, THE CHORD OF WHICH BEARS SOUTH 74°30'38" EAST, 181.76 FEET, TO A POINT OF TANGENCY;

THENCE SOUTH 58°40'23" EAST, A DISTANCE OF 356.51 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 267.00 FEET, A CENTRAL ANGLE OF 31°58'58", AN ARC LENGTH OF 149.04 FEET, THE CHORD OF WHICH BEARS SOUTH 74°39'52" EAST, 147.11 FEET, TO A POINT OF TANGENCY;

THENCE NORTH 89°20'39" EAST, A DISTANCE OF 282.03 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, THE CHORD OF WHICH BEARS NORTH 44°20'39" EAST, 35.36 FEET , TO A POINT OF NON-TANGENCY;

THENCE SOUTH 00°39'21" EAST, A DISTANCE OF 876.21 FEET, TO THE **POINT OF BEGINNING**.

THE DESCRIBED PARCEL CONTAINS A CALCULATED AREA OF 4,659,486 SQUARE FEET OR 106.967 ACRES, MORE OR LESS.

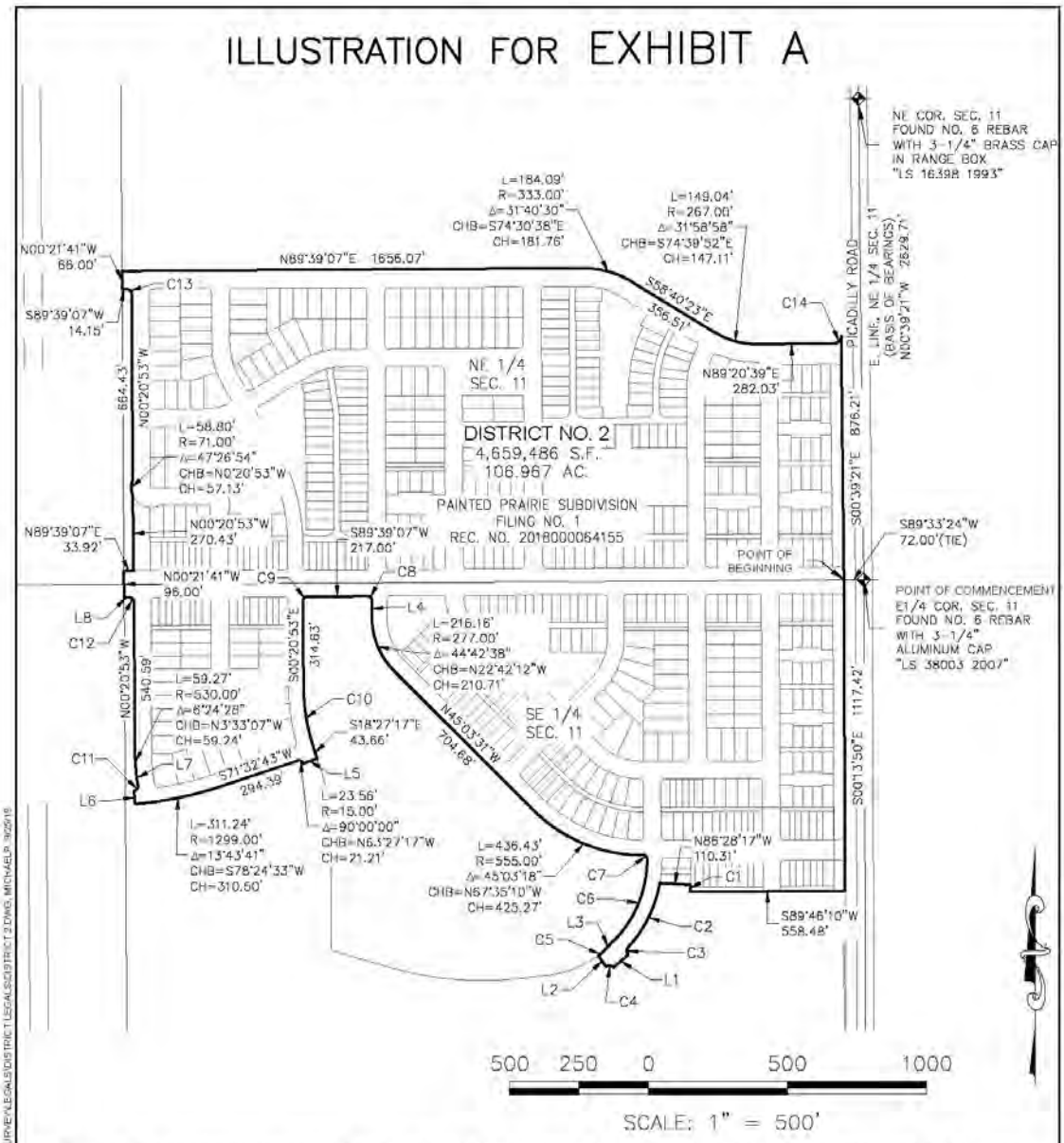
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I, KEVIN J. KUCHARCZYK, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

_____

KEVIN J. KUCHARCZYK, P.L.S. 34591
FOR AND ON BEHALF OF
CVL CONSULTANTS OF COLORADO, INC.
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112

ILLUSTRATION FOR EXHIBIT A



SCALE: 1" = 500'

THE ABOVE DESCRIBED PARCEL CONTAINS 4,659,486 SQUARE FEET OR (106.967 ACRES) MORE OR LESS.

This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO			A PARCEL SITUATED IN THE EAST HALF OF SECTION 11, T3S, R66W, 6TH P.M., CITY OF AURORA, ADAMS COUNTY, COLORADO.
DRAWN BY: MJP	SCALE: 1" = 500'	R.O.W. FILE NUMBER	
CHECKED BY: KJK	DATE: 9/24/2019	JOB NUMBER: 8130155402	

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ILLUSTRATION FOR EXHIBIT A

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S48°52'00"W	70.00'
L2	N34°53'58"W	49.00'
L3	N44°05'16"E	64.61'
L4	N00°20'53"W	60.83'
L5	S71°32'43"W	54.00'
L6	N04°43'36"W	49.00'
L7	N06°45'21"W	56.50'
L8	S89°39'07"W	15.90'

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	425.00'	3°21'15"	24.88'	N05°12'20"E	24.88'
C2	469.00'	31°55'02"	261.26'	S26°13'33"W	257.90'
C3	20.00'	83°56'02"	29.30'	S00°13'02"W	26.75'
C4	20.00'	83°08'59"	29.02'	N83°19'28"W	26.54'
C5	420.00'	2°09'47"	15.86'	N54°01'09"E	15.85'
C6	415.00'	44°15'17"	320.54'	N21°57'38"E	312.63'
C7	15.00'	89°56'49"	23.55'	N45°08'25"W	21.20'
C8	15.00'	90°00'00"	23.56'	N45°20'53"W	21.21'
C9	15.00'	90°00'00"	23.56'	S44°39'07"W	21.21'
C10	679.00'	18°06'24"	214.58'	S09°24'05"E	213.69'
C11	15.00'	92°01'45"	24.09'	N39°15'32"E	21.59'
C12	20.00'	90°00'00"	31.42'	N45°20'53"W	28.28'
C13	20.00'	90°00'00"	31.42'	N45°20'53"W	28.28'
C14	25.00'	90°00'00"	39.27'	N44°20'39"E	35.36'

THE ABOVE DESCRIBED PARCEL CONTAINS 4,659,486 SQUARE FEET OR (106.967 ACRES) MORE OR LESS.

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CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER:
MJP	1" = 500'	
CHECKED BY:	DATE:	JOB NUMBER:
KJK	9/24/2019	8130155402

A PARCEL SITUATED IN THE EAST HALF OF SECTION 11, T3S, R66W, 6TH P.M., CITY OF AURORA, ADAMS COUNTY, COLORADO.

EXHIBIT A

NE 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 NORTHEAST 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 EAST LINE OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING N00°39'21"W BETWEEN THE EAST QUARTER CORNER OF SAID SECTION 11 AND THE NORTHEAST 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 EAST QUARTER CORNER OF SECTION 11;
THENCE N05°01'25"W A DISTANCE OF 945.40 FEET TO A POINT ON A LINE BEING 72.00 FEET WESTERLY OF AN PARALLEL WITH SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 11, SAID POINT BEING THE **POINT OF BEGINNING**;
THENCE S89°20'39"W A DISTANCE OF 150.00 FEET;
THENCE N00°39'21"W A DISTANCE OF 67.00 FEET;
THENCE N89°20'39"E A DISTANCE OF 150.00 FEET TO A POINT ON SAID PARALLEL LINE;
THENCE S00°39'21"E ALONG SAID PARALLEL LINE A DISTANCE OF 67.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 10,050 SQUARE FEET (0.231 ACRES), MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: JULY 20, 2022
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

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

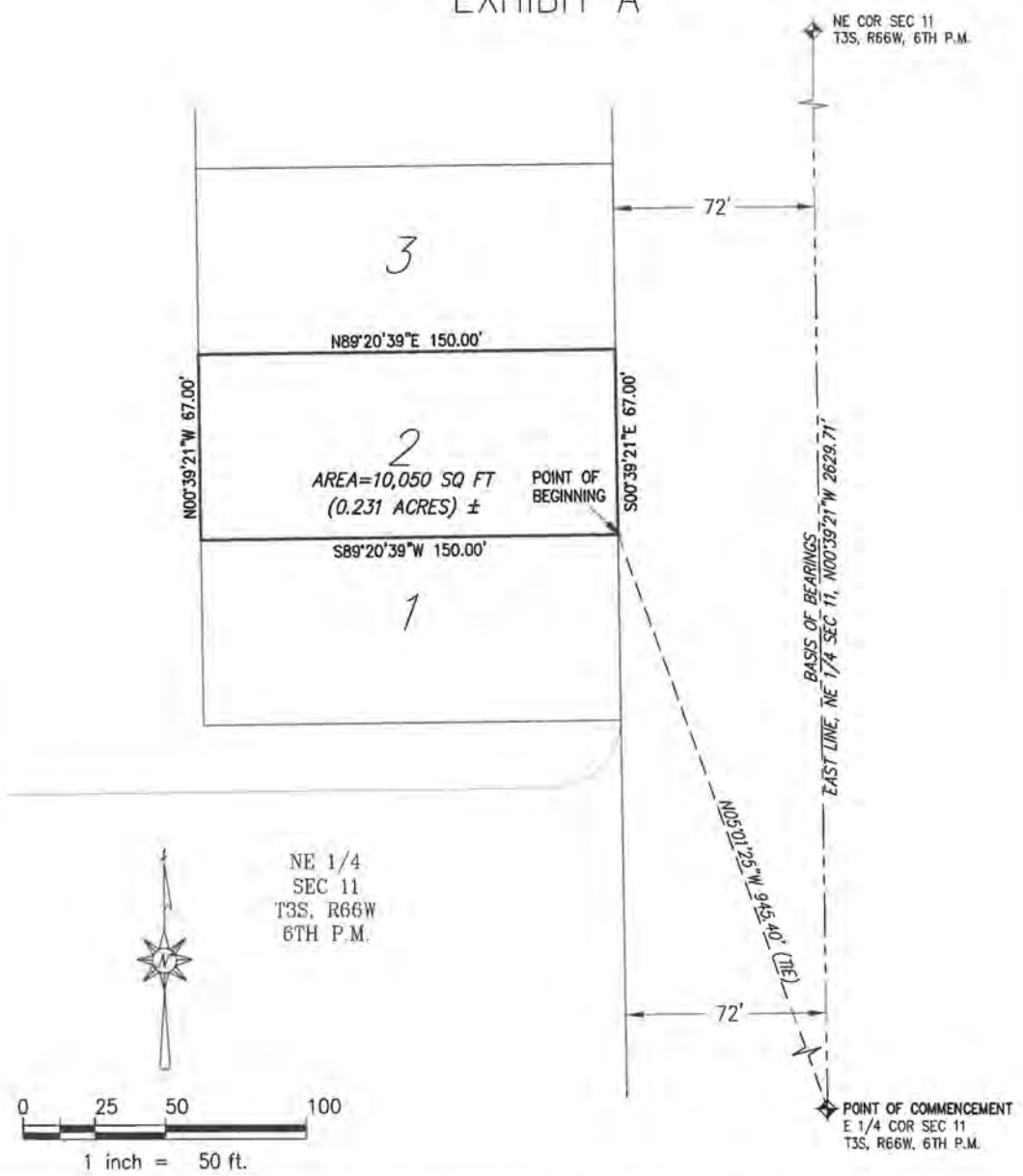
PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 2 DIRECTOR'S PARCEL

DATE: 7/20/22

SHEET: 1 OF 2

D:\DEN\Projects\9757-00-Painted Prairie Metro District\Design\Survey\dwg\9757 District Parcels.dwg

ILLUSTRATION FOR
EXHIBIT A



This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

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

PAINTED PRAIRIE METROPOLITAN
DISTRICT NO. 2 DIRECTOR'S PARCEL

DATE: 7/20/22

SHEET: 2 OF 2

O:\DEN\Projects\9757-00-Painted Prairie Metro District\Design\Survey\dwg\9757 District Parcels.dwg

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART 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 NORTHEAST CORNER OF SAID SECTION 11, BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH A 3-1/4 INCH DIAMETER BRASS CAP SET BY PLS 16398, WHENCE THE NORTH QUARTER CORNER OF SAID SECTION 11 BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH A 2 INCH DIAMETER ALUMINUM CAP SET BY PLS 28649 IN A RANGE BOX IS ASSUMED TO BEAR SOUTH 89°55'26" WEST, A DISTANCE OF 2645.82 FEET, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 86°16'51" WEST A DISTANCE OF 1133.13 FEET TO A POINT OF CURVATURE, BEING THE **POINT OF BEGINNING**;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°16'19", AN ARC LENGTH OF 31.51 FEET, THE CHORD OF WHICH BEARS SOUTH 44°47'17" WEST, A DISTANCE OF 28.35 FEET, TO A POINT OF TANGENCY;

THENCE SOUTH 00°20'53" EAST, A DISTANCE OF 201.73 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 23.56 FEET, THE CHORD OF WHICH BEARS SOUTH 45°20'53" EAST, A DISTANCE OF 21.21 FEET, TO A POINT OF NON-TANGENCY;

THENCE SOUTH 00°20'53" EAST, A DISTANCE OF 60.00 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 23.56 FEET, THE CHORD OF WHICH BEARS SOUTH 44°39'07" WEST, A DISTANCE OF 21.21 FEET, TO A POINT OF TANGENCY;

THENCE SOUTH 00°20'53" EAST, A DISTANCE OF 226.00 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 23.56 FEET, THE CHORD OF WHICH BEARS SOUTH 45°20'53" EAST, A DISTANCE OF 21.21 FEET, TO A POINT OF NON-TANGENCY;

THENCE SOUTH 00°20'53" EAST, A DISTANCE OF 64.00 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 23.56 FEET, THE CHORD OF WHICH BEARS SOUTH 44°39'07" WEST, A DISTANCE OF 21.21 FEET, TO A POINT OF TANGENCY;

THENCE SOUTH 00°20'53" EAST, A DISTANCE OF 516.31 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 23.56 FEET, THE CHORD OF WHICH BEARS SOUTH 45°20'53" EAST, A DISTANCE OF 21.21 FEET, TO A POINT OF NON-TANGENCY;

THENCE SOUTH 00°20'53" EAST, A DISTANCE OF 64.00 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 23.56 FEET, THE CHORD OF WHICH BEARS SOUTH 44°39'07" WEST, A DISTANCE OF 21.21 FEET, TO A POINT OF TANGENCY;

THENCE SOUTH 00°20'53" EAST, A DISTANCE OF 180.00 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 23.56 FEET, THE CHORD OF WHICH BEARS SOUTH 45°20'53" EAST, A DISTANCE OF 21.21 FEET, TO A POINT OF NON-TANGENCY

THENCE SOUTH 89°39'07" WEST, A DISTANCE OF 1509.17 FEET;

THENCE SOUTH 00°21'41" EAST, A DISTANCE OF 66.00 FEET;

THENCE NORTH 89°39'07" EAST, A DISTANCE OF 14.15 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 31.42 FEET, THE CHORD OF WHICH BEARS SOUTH 45°20'53" EAST, 28.28 FEET, TO A POINT OF TANGENCY;

THENCE SOUTH 00°20'53" EAST, A DISTANCE OF 664.43 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 71.00 FEET, A CENTRAL ANGLE OF 47°26'54", AN ARC LENGTH OF 58.80 FEET, THE CHORD OF WHICH BEARS SOUTH 00°20'53" EAST, 57.13 FEET, TO A POINT OF NON-TANGENCY;

THENCE SOUTH 00°20'53" EAST, A DISTANCE OF 270.43 FEET;

THENCE SOUTH 89°39'07" WEST, A DISTANCE OF 33.92 FEET;

THENCE SOUTH 00°21'41" EAST, A DISTANCE OF 96.00 FEET;

THENCE NORTH 89°39'07" EAST, A DISTANCE OF 15.90 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 31.42 FEET, THE CHORD OF WHICH BEARS SOUTH 45°20'53" EAST, 28.28 FEET, TO A POINT OF TANGENCY;

THENCE SOUTH 00°20'53" EAST, A DISTANCE OF 540.59 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 06°24'28", AN ARC LENGTH OF 59.27 FEET, THE CHORD OF WHICH BEARS SOUTH 03°33'07" EAST, 59.24 FEET, TO A POINT OF TANGENCY;

THENCE SOUTH 06°45'21" EAST, A DISTANCE OF 56.50 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 92°01'45", AN ARC LENGTH OF 24.09 FEET, THE CHORD OF WHICH BEARS SOUTH 39°15'32" WEST, 21.59 FEET, TO A POINT OF NON-TANGENCY;

THENCE SOUTH 04°43'36" EAST, A DISTANCE OF 49.00 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1299.00 FEET, A CENTRAL ANGLE OF 04°22'35", AN ARC LENGTH OF 99.22 FEET, THE CHORD OF WHICH BEARS SOUTH 87°27'42" WEST, 99.20 FEET, TO A POINT OF TANGENCY;

THENCE SOUTH 89°38'59" WEST, A DISTANCE OF 149.48 FEET, TO A POINT OF CURVATURE,

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°08'12", AN ARC LENGTH OF 31.46 FEET, THE CHORD OF WHICH BEARS SOUTH 44°34'53" WEST, 28.32 FEET, TO A POINT OF NON-TANGENCY;

THENCE SOUTH 89°40'58" WEST, A DISTANCE OF 83.00 FEET;

THENCE NORTH 00°29'13" WEST, A DISTANCE OF 1836.33 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1045.00 FEET, A CENTRAL ANGLE OF 20°43'10", AN ARC LENGTH OF 377.90 FEET, THE CHORD OF WHICH BEARS NORTH 09°52'22" EAST, 375.84 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 949.00 FEET, A CENTRAL ANGLE OF 20°43'10", AN ARC LENGTH OF 343.18 FEET, THE CHORD OF WHICH BEARS NORTH 09°52'22" EAST, 341.31 FEET, TO A POINT OF TANGENCY;

THENCE NORTH 00°29'13" WEST, A DISTANCE OF 842.21 FEET;

THENCE NORTH 89°55'04" EAST, A DISTANCE OF 194.41 FEET;

THENCE NORTH 89°55'26" EAST, A DISTANCE OF 1514.94 FEET, TO THE **POINT OF BEGINNING**.

THE DESCRIBED PARCEL CONTAINS A CALCULATED AREA OF 3,142,058 SQUARE FEET OR 72.132 ACRES, MORE OR LESS.

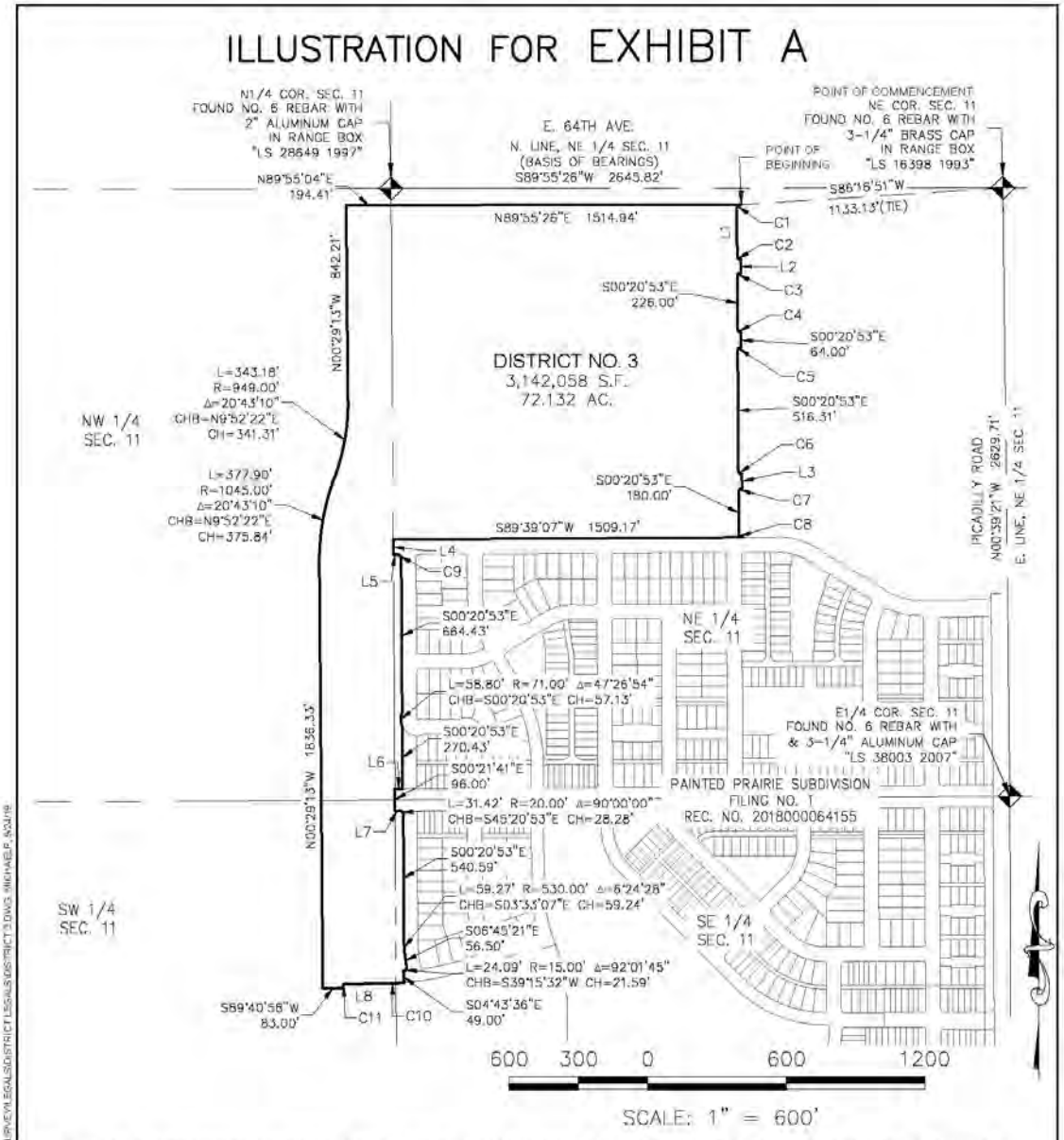
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FOR AND ON BEHALF OF
CVL CONSULTANTS OF COLORADO, INC.
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112

ILLUSTRATION FOR EXHIBIT A



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This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO			A PARCEL SITUATED IN SECTION 11, T3S, R66W, 6TH P.M., CITY OF AURORA, ADAMS COUNTY, COLORADO.
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I:\PROJECTS\PAINTED PRAIRIE\CAD\SURVEY\PLEGALS\DISTRICT LEGALS\DISTRICT 3 DWG, RKNAE P, 9/24/19

ILLUSTRATION FOR EXHIBIT A

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S00°20'53"E	201.73'
L2	S00°20'53"E	60.00'
L3	S00°20'53"E	64.00'
L4	S00°21'41"E	66.00'
L5	N89°39'07"E	14.15'
L6	S89°39'07"W	33.92'
L7	N89°39'07"E	15.90'
L8	S89°38'59"W	149.48'

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	20.00'	90°16'19"	31.51'	S44°47'17"W	28.35'
C2	15.00'	90°00'00"	23.56'	S45°20'53"E	21.21'
C3	15.00'	90°00'00"	23.56'	S44°39'07"W	21.21'
C4	15.00'	90°00'00"	23.56'	S45°20'53"E	21.21'
C5	15.00'	89°59'59"	23.56'	S44°39'07"W	21.21'
C6	15.00'	90°00'00"	23.56'	S45°20'53"E	21.21'
C7	15.00'	89°59'59"	23.56'	S44°39'07"W	21.21'
C8	15.00'	90°00'00"	23.56'	S45°20'53"E	21.21'
C9	20.00'	90°00'00"	31.42'	S45°20'53"E	28.28'
C10	1299.00'	4°22'35"	99.22'	S87°27'42"W	99.20'
C11	20.00'	90°08'12"	31.46'	S44°34'53"W	28.32'

THE ABOVE DESCRIBED PARCEL CONTAINS 3,142,058 SQUARE FEET OR (72.132 ACRES) MORE OR LESS.

This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

A PARCEL SITUATED IN SECTION 11, T3S, R66W, 6TH P.M., CITY OF AURORA, ADAMS COUNTY, COLORADO.

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
MJP	1" = 600'	
CHECKED BY:	DATE:	JOB NUMBER:
KJK	9/20/2019	8130155402

EXHIBIT A

NE 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 NORTHEAST 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 EAST LINE OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING N00°39'21"W BETWEEN THE EAST QUARTER CORNER OF SAID SECTION 11 AND THE NORTHEAST 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 EAST QUARTER CORNER OF SECTION 11;
THENCE N04°44'05"W A DISTANCE OF 1012.22 FEET TO A POINT ON A LINE BEING 72.00 FEET WESTERLY OF AN PARALLEL WITH SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 11, SAID POINT BEING THE **POINT OF BEGINNING**;
THENCE S89°20'39"W A DISTANCE OF 150.00 FEET;
THENCE N00°39'21"W A DISTANCE OF 67.00 FEET;
THENCE N89°20'39"E A DISTANCE OF 150.00 FEET TO A POINT ON SAID PARALLEL LINE;
THENCE S00°39'21"E ALONG SAID PARALLEL LINE A DISTANCE OF 67.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 10,050 SQUARE FEET (0.231 ACRES), MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: JULY 20, 2022
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

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

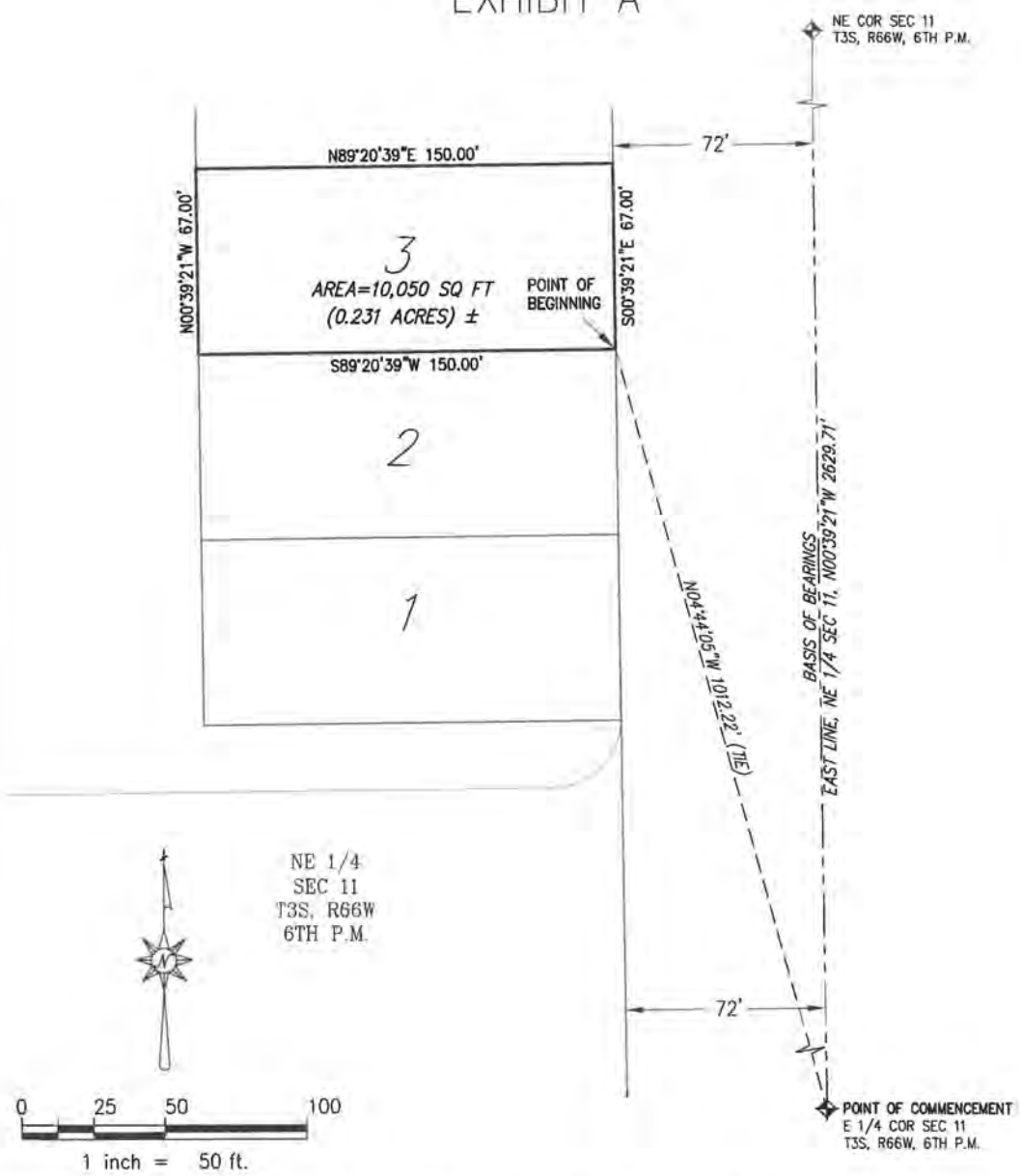
PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 3 DIRECTOR'S PARCEL

DATE: 7/20/22

SHEET: 1 OF 2

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ILLUSTRATION FOR
EXHIBIT A



This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

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PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 3 DIRECTOR'S PARCEL

DATE: 7/20/22

SHEET: 2 OF 2

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EXHIBIT A

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 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 N89°55'04"E BETWEEN THE NORTHWEST CORNER OF SAID SECTION 11 AND THE NORTH QUARTER 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 NORTHWEST CORNER OF SECTION 11;
THENCE S21°02'39"E A DISTANCE OF 1314.41 FEET TO THE **POINT OF BEGINNING;**
THENCE S02°28'11"E A DISTANCE OF 65.00 FEET;
THENCE S08°40'20"E A DISTANCE OF 41.18 FEET;
THENCE S14°33'03"E A DISTANCE OF 59.46 FEET;
THENCE S21°16'32"E A DISTANCE OF 67.65 FEET;
THENCE S18°04'01"E A DISTANCE OF 50.48 FEET;
THENCE S11°52'29"E A DISTANCE OF 50.48 FEET;
THENCE S05°40'56"E A DISTANCE OF 50.48 FEET;
THENCE S00°30'36"W A DISTANCE OF 50.48 FEET;
THENCE S06°25'36"W A DISTANCE OF 45.98 FEET;
THENCE S11°32'35"W A DISTANCE OF 45.96 FEET;
THENCE S09°19'11"W A DISTANCE OF 63.81 FEET;
THENCE S04°23'18"W A DISTANCE OF 63.81 FEET;
THENCE S00°09'57"E A DISTANCE OF 54.05 FEET;
THENCE S04°43'23"E A DISTANCE OF 63.89 FEET;
THENCE S20°43'18"E A DISTANCE OF 62.42 FEET;
THENCE S24°01'17"E A DISTANCE OF 41.06 FEET;
THENCE S20°01'57"E A DISTANCE OF 41.06 FEET;
THENCE S02°48'50"E A DISTANCE OF 71.79 FEET;
THENCE S07°39'16"W A DISTANCE OF 49.36 FEET;



KENNETH G. CLEILLETTE, P.L.S. 24673
DATE: NOVEMBER 16, 2022
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

MERRICK 5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111 Telephone: 303-751-0741	PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 4-1	DATE: 11/16/22 SHEET: 1 OF 4

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EXHIBIT A

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

PROPERTY DESCRIPTION

THENCE S16°01'23"W A DISTANCE OF 48.49 FEET;
THENCE S30°09'42"W A DISTANCE OF 48.49 FEET;
THENCE S44°18'02"W A DISTANCE OF 48.49 FEET;
THENCE S57°10'49"W A DISTANCE OF 39.89 FEET;
THENCE S62°59'26"W A DISTANCE OF 153.67 FEET;
THENCE S82°15'03"W A DISTANCE OF 45.63 FEET;
THENCE N85°24'52"W A DISTANCE OF 102.49 FEET;
THENCE N56°13'56"W A DISTANCE OF 52.94 FEET;
THENCE N42°13'11"W A DISTANCE OF 52.94 FEET;
THENCE N30°08'12"W A DISTANCE OF 38.41 FEET;
THENCE S89°43'57"W A DISTANCE OF 40.00 FEET;
THENCE N00°16'03"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 1636.91 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 89°57'19", A RADIUS OF 20.00 FEET, A CHORD BEARING S45°14'42"E A DISTANCE OF 28.27 FEET, AND AN ARC DISTANCE OF 31.40 FEET; (NEXT COURSE TANGENT WITH THE LAST DESCRIBED CURVE)
THENCE N89°46'39"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 156.33 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 47°01'37", A RADIUS OF 407.00 FEET, A CHORD BEARING S66°42'33"E A DISTANCE OF 324.76 FEET, AND AN ARC DISTANCE OF 334.06 FEET; (NEXT COURSE TANGENT WITH THE LAST DESCRIBED CURVE)
THENCE S43°11'44"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 57.02 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 17°15'07", A RADIUS OF 93.00 FEET, A CHORD BEARING S51°49'18"E A DISTANCE OF 27.90 FEET, AND AN ARC DISTANCE OF 28.00 FEET; (NEXT COURSE NON-TANGENT WITH THE LAST DESCRIBED CURVE)
THENCE S28°05'19"W A DISTANCE OF 130.63 FEET;
THENCE S20°23'23"W A DISTANCE OF 65.15 FEET;
THENCE S12°45'22"W A DISTANCE OF 65.50 FEET;
THENCE S05°07'43"W A DISTANCE OF 65.05 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 18.437 ACRES, MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: NOVEMBER 16, 2022
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

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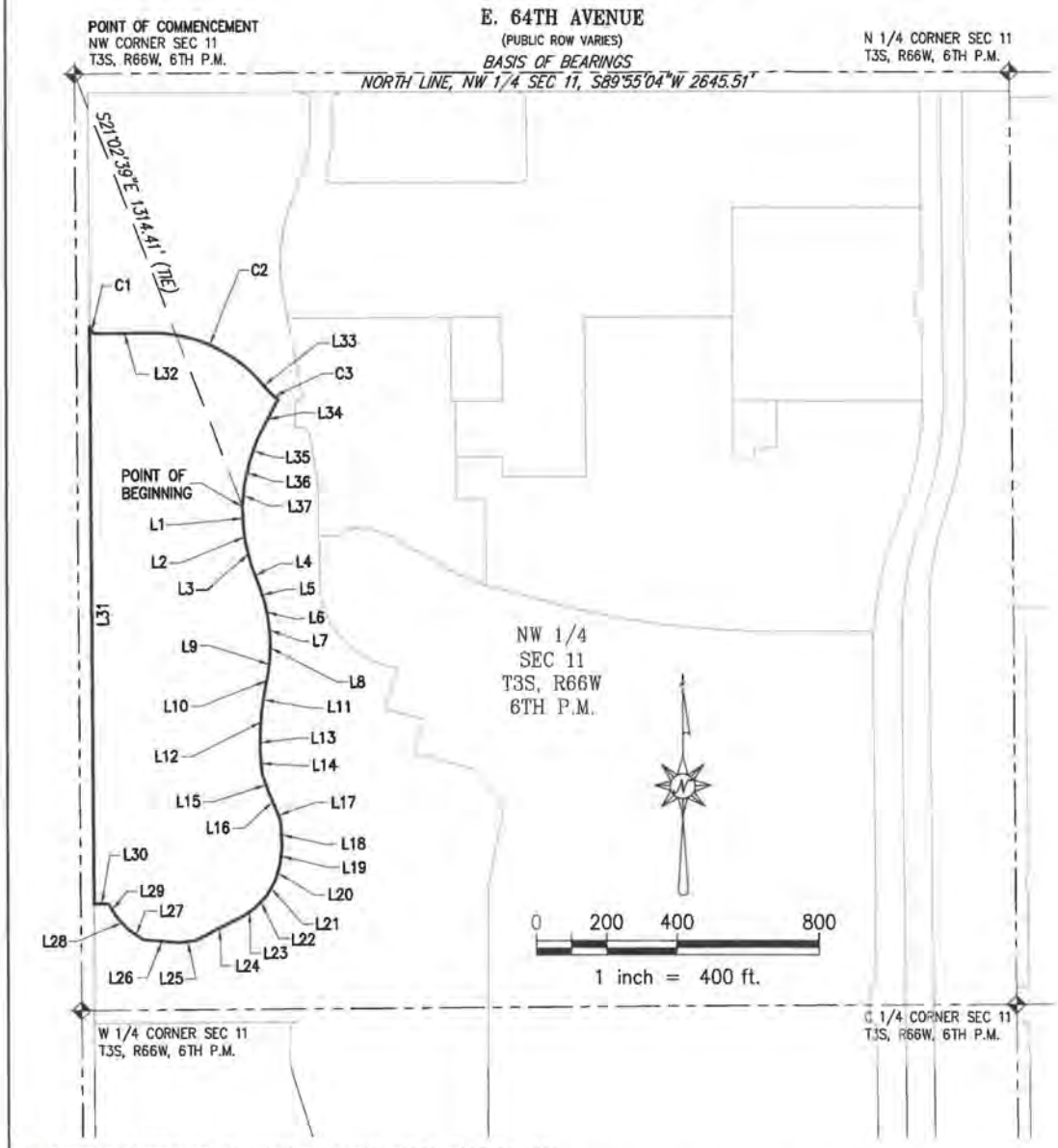
PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 4-1

DATE: 11/16/22

SHEET: 2 OF 4

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THE ABOVE DESCRIBED PARCEL CONTAINS 18.437 ACRES MORE OR LESS.

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PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 4-1

DATE: 11/16/22

SHEET: 3 OF 4

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ILLUSTRATION FOR
EXHIBIT A

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S02°28'11"E	65.00'
L2	S08°40'20"E	41.18'
L3	S14°33'03"E	59.46'
L4	S21°16'32"E	67.65'
L5	S18°04'01"E	50.48'
L6	S11°52'29"E	50.48'
L7	S05°40'56"E	50.48'
L8	S00°30'36"W	50.48'
L9	S06°25'36"W	45.98'
L10	S11°32'35"W	45.96'
L11	S09°19'11"W	63.81'
L12	S04°23'18"W	63.81'
L13	S00°09'57"E	54.05'
L14	S04°43'23"E	63.89'
L15	S20°43'18"E	62.42'
L16	S24°01'17"E	41.06'
L17	S20°01'57"E	41.06'
L18	S02°48'50"E	71.79'
L19	S07°39'16"W	49.36'
L20	S16°01'23"W	48.49'

LINE TABLE		
LINE #	BEARING	LENGTH
L21	S30°09'42"W	48.49'
L22	S44°18'02"W	48.49'
L23	S57°10'49"W	39.89'
L24	S62°59'26"W	153.67'
L25	S82°15'03"W	45.63'
L26	N85°24'52"W	102.49'
L27	N56°13'56"W	52.94'
L28	N42°13'11"W	52.94'
L29	N30°08'12"W	38.41'
L30	S89°43'57"W	40.00'
L31	N00°16'03"W	1636.91'
L32	N89°46'39"E	156.33'
L33	S43°11'44"E	57.02'
L34	S28°05'19"W	130.63'
L35	S20°23'23"W	65.15'
L36	S12°45'22"W	65.50'
L37	S05°07'43"W	65.05'

CURVE TABLE					
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	LENGTH
C1	89°57'19"	20.00'	S45°14'42"E	28.27'	31.40'
C2	47°01'37"	407.00'	S66°42'33"E	324.76'	334.06'
C3	17°15'07"	93.00'	S51°49'18"E	27.90'	28.00'

This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

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PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 4-1

DATE: 11/16/22

SHEET: 4 OF 4

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EXHIBIT A

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 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 SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING N89°39'07"E BETWEEN THE WEST QUARTER CORNER OF SAID SECTION 11 AND THE CENTER QUARTER 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 WEST QUARTER CORNER OF SECTION 11;
THENCE S43°18'18"E A DISTANCE OF 50.56 FEET TO THE **POINT OF BEGINNING**;
THENCE N89°39'07"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 574.99 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 20.00 FEET, A CHORD BEARING S44°39'07"W A DISTANCE OF 28.28 FEET, AND AN ARC DISTANCE OF 31.42 FEET;
THENCE S00°20'53"E NON-TANGENT WITH THE LAST DESCRIBED CURVE AND TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 68.30 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 17°08'19", A RADIUS OF 236.00 FEET, A CHORD BEARING S08°55'02"E A DISTANCE OF 70.33 FEET, AND AN ARC DISTANCE OF 70.59 FEET;
THENCE S17°29'11"E TANGENT WITH THE LAST AND FOLLOWING DESCRIBED CURVES A DISTANCE OF 576.80 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 17°12'03", A RADIUS OF 264.00 FEET, A CHORD BEARING S08°53'10"E A DISTANCE OF 78.96 FEET, AND AN ARC DISTANCE OF 79.26 FEET;
THENCE S00°17'08"E TANGENT WITH THE LAST AND FOLLOWING DESCRIBED CURVES A DISTANCE OF 262.69 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 23°15'22", A RADIUS OF 76.00 FEET, A CHORD BEARING S11°54'49"E A DISTANCE OF 30.64 FEET, AND AN ARC DISTANCE OF 30.85 FEET;



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: NOVEMBER 16, 2022
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

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

PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 4-2

DATE: 11/16/22

SHEET: 1 OF 4

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EXHIBIT A

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

PROPERTY DESCRIPTION

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 23°15'22", A RADIUS OF 84.00 FEET, A CHORD BEARING S11°54'49"E A DISTANCE OF 33.86 FEET, AND AN ARC DISTANCE OF 34.10 FEET;
THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 37°47'04", A RADIUS OF 62.00 FEET, A CHORD BEARING S18°36'24"W A DISTANCE OF 40.15 FEET, AND AN ARC DISTANCE OF 40.89 FEET;
THENCE S00°17'08"E NON-TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 599.23 FEET;
THENCE S89°42'52"W A DISTANCE OF 748.02 FEET;
THENCE N00°17'08"W A DISTANCE OF 1749.38 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 28.138 ACRES, MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: NOVEMBER 16, 2022
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

MERRICK
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
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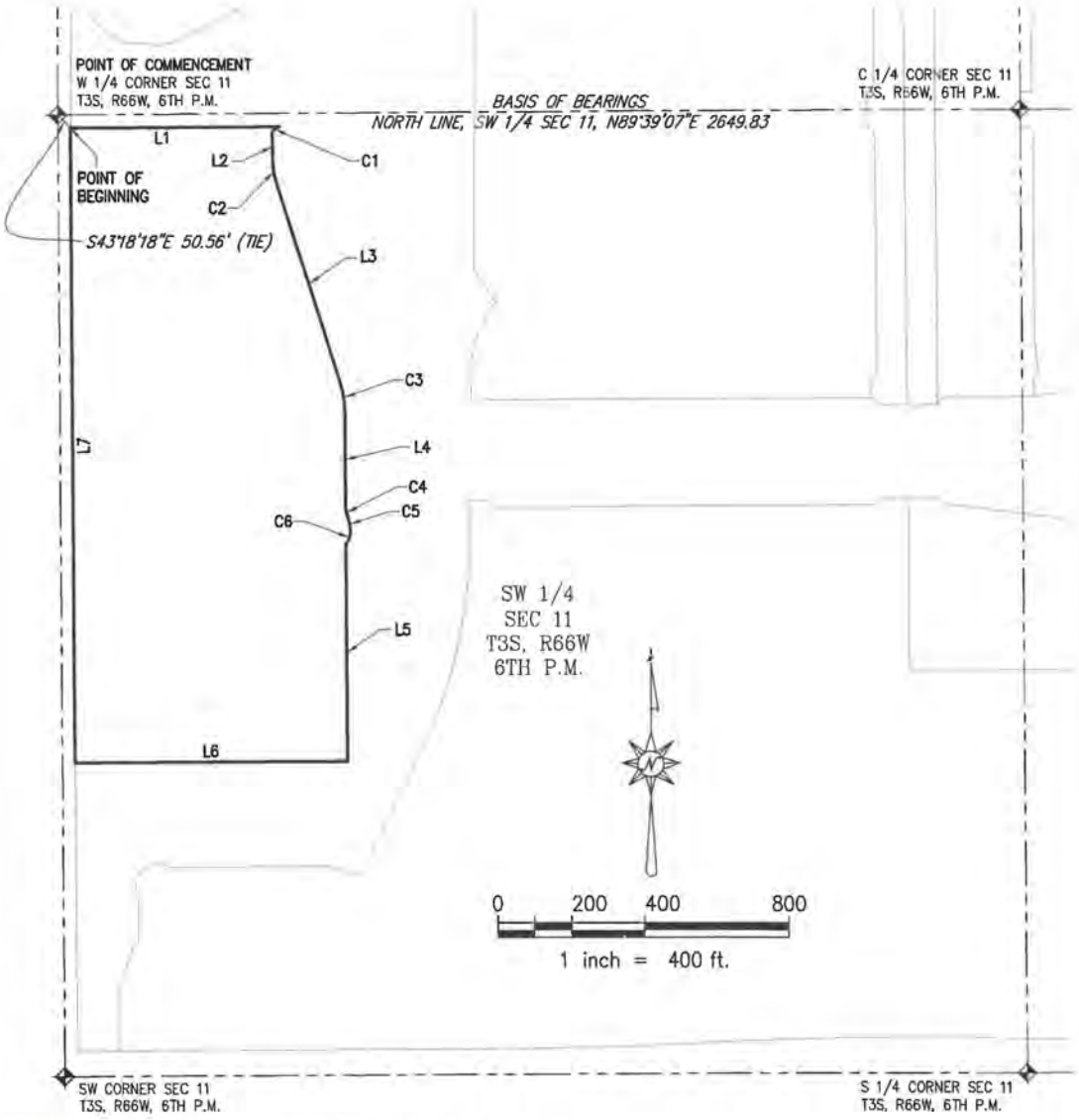
PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 4-2

DATE: 11/16/22

SHEET: 2 OF 4

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ILLUSTRATION FOR
EXHIBIT A



THE ABOVE DESCRIBED PARCEL CONTAINS 28.138 ACRES MORE OR LESS.

This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

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PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 4-2

DATE: 11/16/22

SHEET: 3 OF 4

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ILLUSTRATION FOR
EXHIBIT A

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N89°39'07"E	574.99'
L2	S00°20'53"E	68.30'
L3	S17°29'11"E	576.80'
L4	S00°17'08"E	262.69'
L5	S00°17'08"E	599.23'
L6	S89°42'52"W	748.02'
L7	N00°17'08"W	1749.38'

CURVE TABLE					
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	LENGTH
C1	90°00'00"	20.00'	S44°39'07"W	28.28'	31.42'
C2	17°08'19"	236.00'	S08°55'02"E	70.33'	70.59'
C3	17°12'03"	264.00'	S08°53'10"E	78.96'	79.26'
C4	23°15'22"	76.00'	S11°54'49"E	30.64'	30.85'
C5	23°15'22"	84.00'	S11°54'49"E	33.86'	34.10'
C6	37°47'04"	62.00'	S18°36'24"W	40.15'	40.89'

This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

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PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 4-2

DATE: 11/16/22

SHEET: 4 OF 4

D:\DEN\Projects\9757-00-Painted Prairie Metro District\Design\Survey\dwg\9757 District Parcels Nov 2022.dwg

EXHIBIT A

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 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 SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING N89°39'07"E BETWEEN THE WEST QUARTER CORNER OF SAID SECTION 11 AND THE CENTER QUARTER 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 WEST QUARTER CORNER OF SECTION 11;
THENCE S66°51'03"E A DISTANCE OF 1314.15 FEET TO THE **POINT OF BEGINNING;**
THENCE N49°26'01"W A DISTANCE OF 14.12 FEET;
THENCE N32°04'30"W A DISTANCE OF 97.03 FEET;
THENCE N00°15'41"E A DISTANCE OF 779.82 FEET;
THENCE N11°32'21"E A DISTANCE OF 235.94 FEET;
THENCE N41°13'08"W A DISTANCE OF 129.18 FEET;
THENCE N74°53'52"W A DISTANCE OF 174.77 FEET;
THENCE N15°03'18"E A DISTANCE OF 99.79 FEET;
THENCE N74°57'59"W A DISTANCE OF 109.64 FEET;
THENCE N14°37'58"E A DISTANCE OF 120.70 FEET;
THENCE N77°22'47"W NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 25.76 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 61°19'01", A RADIUS OF 259.06 FEET, A CHORD BEARING N44°19'37"W A DISTANCE OF 264.20 FEET, AND AN ARC DISTANCE OF 277.24 FEET;
THENCE N01°43'48"W NON-TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 180.98 FEET;
THENCE N89°30'47"E NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 62.00 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°29'13", A RADIUS OF 20.00 FEET, A CHORD BEARING N44°45'24"E A DISTANCE OF 28.40 FEET, AND AN ARC DISTANCE OF 31.59 FEET;



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: NOVEMBER 16, 2022
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

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

PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 4-3

DATE: 11/16/22

SHEET: 1 OF 5

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EXHIBIT A

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

PROPERTY DESCRIPTION

THENCE N90°00'00"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 23.63 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 30°43'30", A RADIUS OF 217.00 FEET, A CHORD BEARING S74°38'15"E A DISTANCE OF 114.98 FEET, AND AN ARC DISTANCE OF 116.37 FEET;
THENCE S59°16'29"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 156.78 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 15°41'29", A RADIUS OF 533.00 FEET, A CHORD BEARING S67°07'14"E A DISTANCE OF 145.52 FEET, AND AN ARC DISTANCE OF 145.97 FEET;
THENCE S74°57'59"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 155.74 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 15°22'54", A RADIUS OF 2533.00 FEET, A CHORD BEARING S82°39'26"E A DISTANCE OF 677.97 FEET, AND AN ARC DISTANCE OF 680.01 FEET;
THENCE N89°39'07"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 234.61 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 92°47'42", A RADIUS OF 20.00 FEET, A CHORD BEARING S43°57'02"E A DISTANCE OF 28.97 FEET, AND AN ARC DISTANCE OF 32.39 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 02°56'02", A RADIUS OF 980.50 FEET, A CHORD BEARING S00°58'48"W A DISTANCE OF 50.20 FEET, AND AN ARC DISTANCE OF 50.21 FEET;
THENCE S00°29'13"E A DISTANCE OF 716.47 FEET;
THENCE S04°16'37"W A DISTANCE OF 24.08 FEET;
THENCE S00°29'13"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 180.31 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°08'20", A RADIUS OF 20.00 FEET, A CHORD BEARING S44°34'57"W A DISTANCE OF 28.32 FEET, AND AN ARC DISTANCE OF 31.46 FEET;
THENCE S01°44'17"E NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 96.03 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 89°51'40", A RADIUS OF 20.00 FEET, A CHORD BEARING S45°25'03"E A DISTANCE OF 28.25 FEET, AND AN ARC DISTANCE OF 31.37 FEET;
THENCE S00°29'13"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 656.18 FEET;



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: NOVEMBER 16, 2022
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

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

PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 4-3

DATE: 11/16/22

SHEET: 2 OF 5

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EXHIBIT A

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

PROPERTY DESCRIPTION

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°08'12", A RADIUS OF 20.00 FEET, A CHORD BEARING S44°34'53"W A DISTANCE OF 28.32 FEET, AND AN ARC DISTANCE OF 31.46 FEET;
THENCE S00°35'54"E A DISTANCE OF 49.00 FEET;
THENCE S89°39'00"W A DISTANCE OF 1097.86 FEET;
THENCE N00°20'53"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 75.40 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 40°54'53", A RADIUS OF 296.00 FEET, A CHORD BEARING N20°06'33"E A DISTANCE OF 206.91 FEET, AND AN ARC DISTANCE OF 211.37 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 52.088 ACRES, MORE OR LESS.

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR
KENNETH G. OUELLETTE
24673

KENNETH G. OUELLETTE, P.L.S. 24673
DATE: NOVEMBER 16, 2022
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

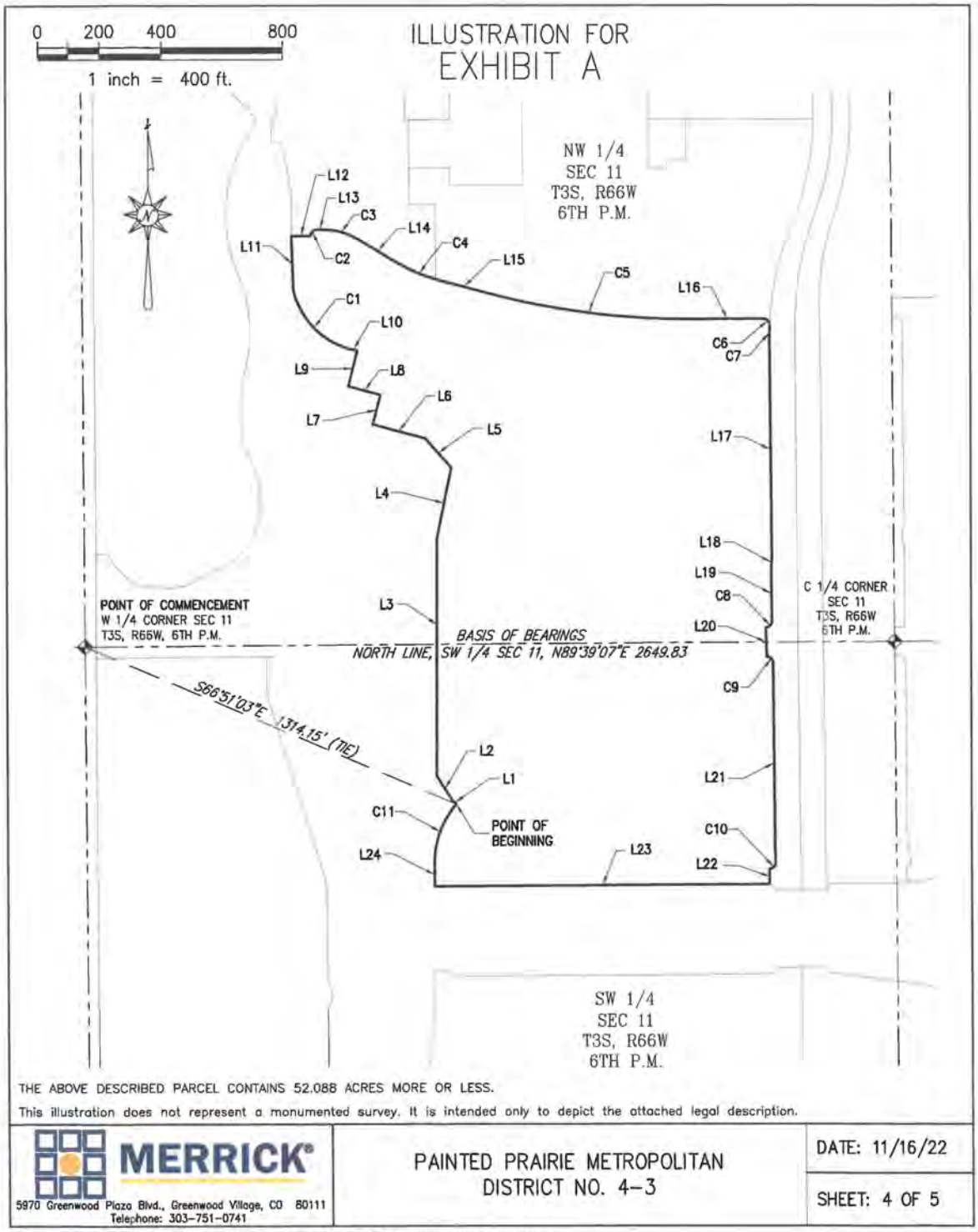
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PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 4-3

DATE: 11/16/22

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THE ABOVE DESCRIBED PARCEL CONTAINS 52.088 ACRES MORE OR LESS.

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PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 4-3

DATE: 11/16/22

SHEET: 4 OF 5

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ILLUSTRATION FOR
EXHIBIT A

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N49°26'01"W	14.12'
L2	N32°04'30"W	97.03'
L3	N00°15'41"E	779.82'
L4	N11°32'21"E	235.94'
L5	N41°13'08"W	129.18'
L6	N74°53'52"W	174.77'
L7	N15°03'18"E	99.79'
L8	N74°57'59"W	109.64'
L9	N14°37'58"E	120.70'
L10	N77°22'47"W	25.76'
L11	N01°43'48"W	180.98'
L12	N89°30'47"E	62.00'
L13	N90°00'00"E	23.63'
L14	S59°16'29"E	156.78'
L15	S74°57'59"E	155.74'
L16	N89°39'07"E	234.61'
L17	S00°29'13"E	716.47'
L18	S04°16'37"W	24.08'
L19	S00°29'13"E	180.31'
L20	S01°44'17"E	96.03'

LINE TABLE		
LINE #	BEARING	LENGTH
L21	S00°29'13"E	656.18'
L22	S00°35'54"E	49.00'
L23	S89°39'00"W	1097.86'
L24	N00°20'53"W	75.40'

CURVE TABLE					
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	LENGTH
C1	61°19'01"	259.06'	N44°19'37"W	264.20'	277.24'
C2	90°29'13"	20.00'	N44°45'24"E	28.40'	31.59'
C3	30°43'30"	217.00'	S74°38'15"E	114.98'	116.37'
C4	15°41'29"	533.00'	S67°07'14"E	145.52'	145.97'
C5	15°22'54"	2533.00'	S82°39'26"E	677.97'	680.01'
C6	92°47'42"	20.00'	S43°57'02"E	28.97'	32.39'
C7	2°56'02"	980.50'	S00°58'48"W	50.20'	50.21'
C8	90°08'20"	20.00'	S44°34'57"W	28.32'	31.46'
C9	89°51'40"	20.00'	S45°25'03"E	28.25'	31.37'
C10	90°08'12"	20.00'	S44°34'53"W	28.32'	31.46'
C11	40°54'53"	296.00'	N20°06'33"E	206.91'	211.37'

This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

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PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 4-3

DATE: 11/16/22

SHEET: 5 OF 5

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EXHIBIT A

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 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 SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING N89°39'07"E BETWEEN THE CENTER QUARTER CORNER OF SAID SECTION 11 AND THE EAST QUARTER 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 CENTER QUARTER CORNER OF SECTION 11;
THENCE S51°57'47"E A DISTANCE OF 2163.82 FEET TO THE **POINT OF BEGINNING**;
THENCE S34°59'28"E NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 48.88 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 83°08'05", A RADIUS OF 20.00 FEET, A CHORD BEARING S83°19'28"E A DISTANCE OF 26.54 FEET, AND AN ARC DISTANCE OF 29.02 FEET;
THENCE N48°52'00"E NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 70.00 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 83°56'29", A RADIUS OF 20.00 FEET, A CHORD BEARING N00°13'02"E A DISTANCE OF 26.75 FEET, AND AN ARC DISTANCE OF 29.30 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 31°55'04", A RADIUS OF 469.00 FEET, A CHORD BEARING N26°13'33"E A DISTANCE OF 257.90 FEET, AND AN ARC DISTANCE OF 261.27 FEET;
THENCE S86°28'17"E NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 110.31 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 03°21'17", A RADIUS OF 425.00 FEET, A CHORD BEARING S05°12'20"W A DISTANCE OF 24.88 FEET, AND AN ARC DISTANCE OF 24.88 FEET;
THENCE N89°46'10"E A DISTANCE OF 558.48 FEET;
THENCE S00°13'50"E A DISTANCE OF 554.44 FEET;



KENNETH G. QUELLETTE, P.L.S. 24673
DATE: NOVEMBER 16, 2022
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

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

PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 4-4

DATE: 11/16/22

SHEET: 1 OF 4

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EXHIBIT A

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

PROPERTY DESCRIPTION

THENCE S89°46'10"W A DISTANCE OF 598.65 FEET;
THENCE S89°46'10"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 119.44 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 12°37'33", A RADIUS OF 600.00 FEET, A CHORD BEARING S83°27'23"W A DISTANCE OF 131.95 FEET, AND AN ARC DISTANCE OF 132.22 FEET;
THENCE S77°08'37"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 120.96 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 30°51'29", A RADIUS OF 1514.50 FEET, A CHORD BEARING N87°25'38"W A DISTANCE OF 805.85 FEET, AND AN ARC DISTANCE OF 815.67 FEET;
THENCE N73°48'33"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 355.73 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 16°32'19", A RADIUS OF 600.00 FEET, A CHORD BEARING N82°04'42"W A DISTANCE OF 172.59 FEET, AND AN ARC DISTANCE OF 173.19 FEET;
THENCE S89°38'00"W A DISTANCE OF 614.24 FEET;
THENCE N00°29'13"W A DISTANCE OF 476.37 FEET;
THENCE N89°40'37"E NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 83.23 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 99°48'44", A RADIUS OF 15.00 FEET, A CHORD BEARING S40°26'56"E A DISTANCE OF 22.95 FEET, AND AN ARC DISTANCE OF 26.13 FEET;
THENCE S82°54'52"E A DISTANCE OF 329.26 FEET;
THENCE S73°48'33"E A DISTANCE OF 582.60 FEET;
THENCE S70°24'27"E A DISTANCE OF 85.98 FEET;
THENCE S73°48'33"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 207.15 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 22°38'35", A RADIUS OF 1200.00 FEET, A CHORD BEARING S85°07'51"E A DISTANCE OF 471.16 FEET, AND AN ARC DISTANCE OF 474.24 FEET;
THENCE N83°32'51"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 86.95 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 28°26'49", A RADIUS OF 420.00 FEET, A CHORD BEARING N69°19'27"E A DISTANCE OF 206.39 FEET, AND AN ARC DISTANCE OF 208.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 26.988 ACRES, MORE OR LESS.



KENNETH G. QUELLETTE, P.L.S. 24673
DATE: NOVEMBER 16, 2022
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

MERRICK®
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
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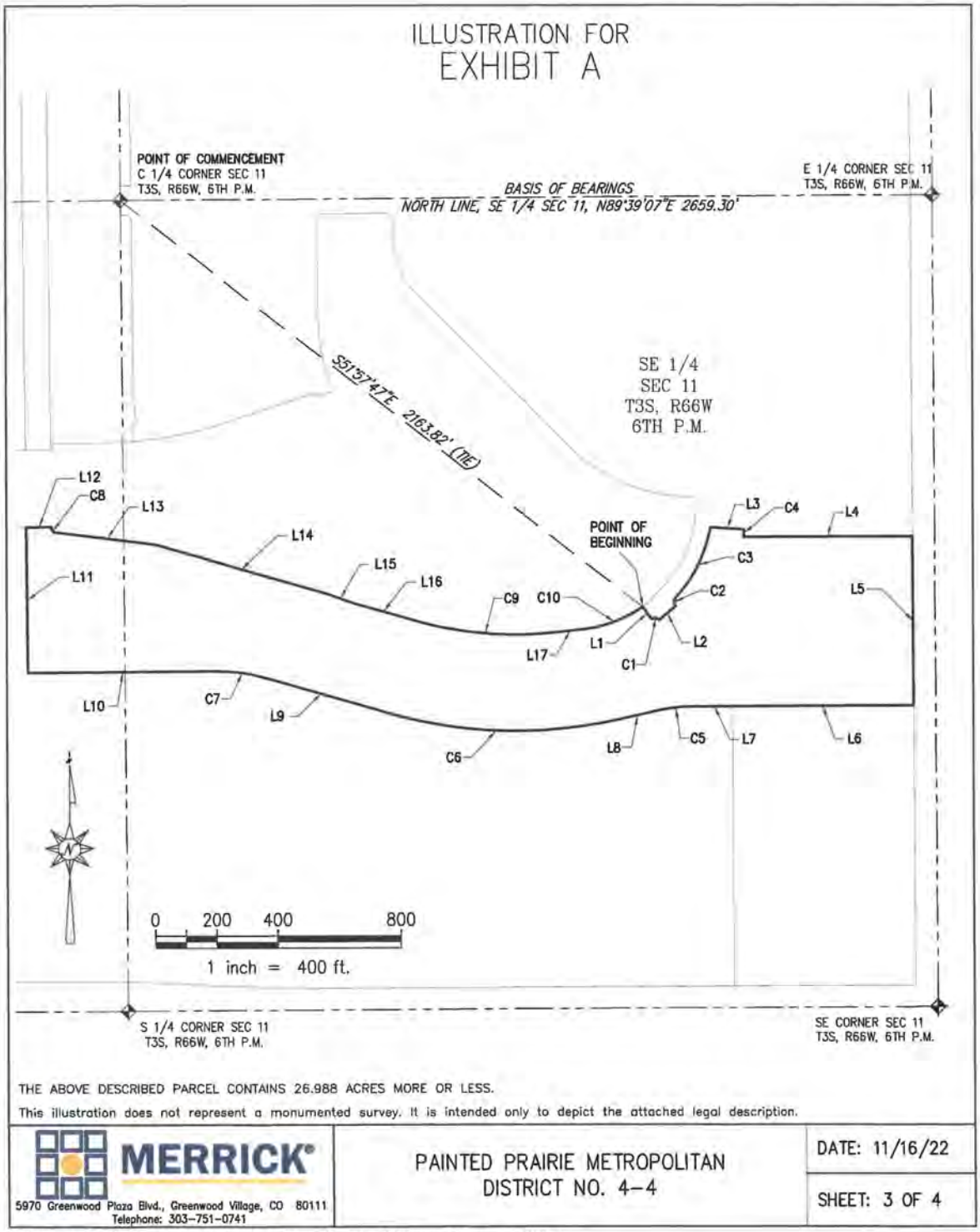
PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 4-4

DATE: 11/16/22

SHEET: 2 OF 4

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ILLUSTRATION FOR
EXHIBIT A



THE ABOVE DESCRIBED PARCEL CONTAINS 26.988 ACRES MORE OR LESS.

This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

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PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 4-4

DATE: 11/16/22

SHEET: 3 OF 4

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ILLUSTRATION FOR
EXHIBIT A

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S34°59'28"E	48.88'
L2	N48°52'00"E	70.00'
L3	S86°28'17"E	110.31'
L4	N89°46'10"E	558.48'
L5	S00°13'50"E	554.44'
L6	S89°46'10"W	598.65'
L7	S89°46'10"W	119.44'
L8	S77°08'37"W	120.96'
L9	N73°48'33"W	355.73'
L10	S89°38'00"W	614.24'
L11	N00°29'13"W	476.37'
L12	N89°40'37"E	83.23'
L13	S82°54'52"E	329.26'
L14	S73°48'33"E	582.60'
L15	S70°24'27"E	85.98'
L16	S73°48'33"E	207.15'
L17	N83°32'51"E	86.95'

CURVE TABLE					
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	LENGTH
C1	83°08'05"	20.00'	S83°19'28"E	26.54'	29.02'
C2	83°56'29"	20.00'	N00°13'02"E	26.75'	29.30'
C3	31°55'04"	469.00'	N26°13'33"E	257.90'	261.27'
C4	3°21'17"	425.00'	S05°12'20"W	24.88'	24.88'
C5	12°37'33"	600.00'	S83°27'23"W	131.95'	132.22'
C6	30°51'29"	1514.50'	N87°25'38"W	805.85'	815.67'
C7	16°32'19"	600.00'	N82°04'42"W	172.59'	173.19'
C8	99°48'44"	15.00'	S40°26'56"E	22.95'	26.13'
C9	22°38'35"	1200.00'	S85°07'51"E	471.16'	474.24'
C10	28°26'49"	420.00'	N69°19'27"E	206.39'	208.53'

This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

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PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 4-4

DATE: 11/16/22

SHEET: 4 OF 4

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EXHIBIT A

NE 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 NORTHEAST 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 EAST LINE OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING N00°39'21"W BETWEEN THE EAST QUARTER CORNER OF SAID SECTION 11 AND THE NORTHEAST 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 EAST QUARTER CORNER OF SECTION 11;
THENCE N04°28'54"W A DISTANCE OF 1079.06 FEET TO A POINT ON A LINE BEING 72.00 FEET WESTERLY OF AN PARALLEL WITH SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 11, SAID POINT BEING THE **POINT OF BEGINNING**;
THENCE S89°20'39"W A DISTANCE OF 150.00 FEET;
THENCE N00°39'21"W A DISTANCE OF 67.00 FEET;
THENCE N89°20'39"E A DISTANCE OF 150.00 FEET TO A POINT ON SAID PARALLEL LINE;
THENCE S00°39'21"E ALONG SAID PARALLEL LINE A DISTANCE OF 67.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 10,050 SQUARE FEET (0.231 ACRES), MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: JULY 20, 2022
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

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PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 4 DIRECTOR'S PARCEL

DATE: 7/20/22

SHEET: 1 OF 2

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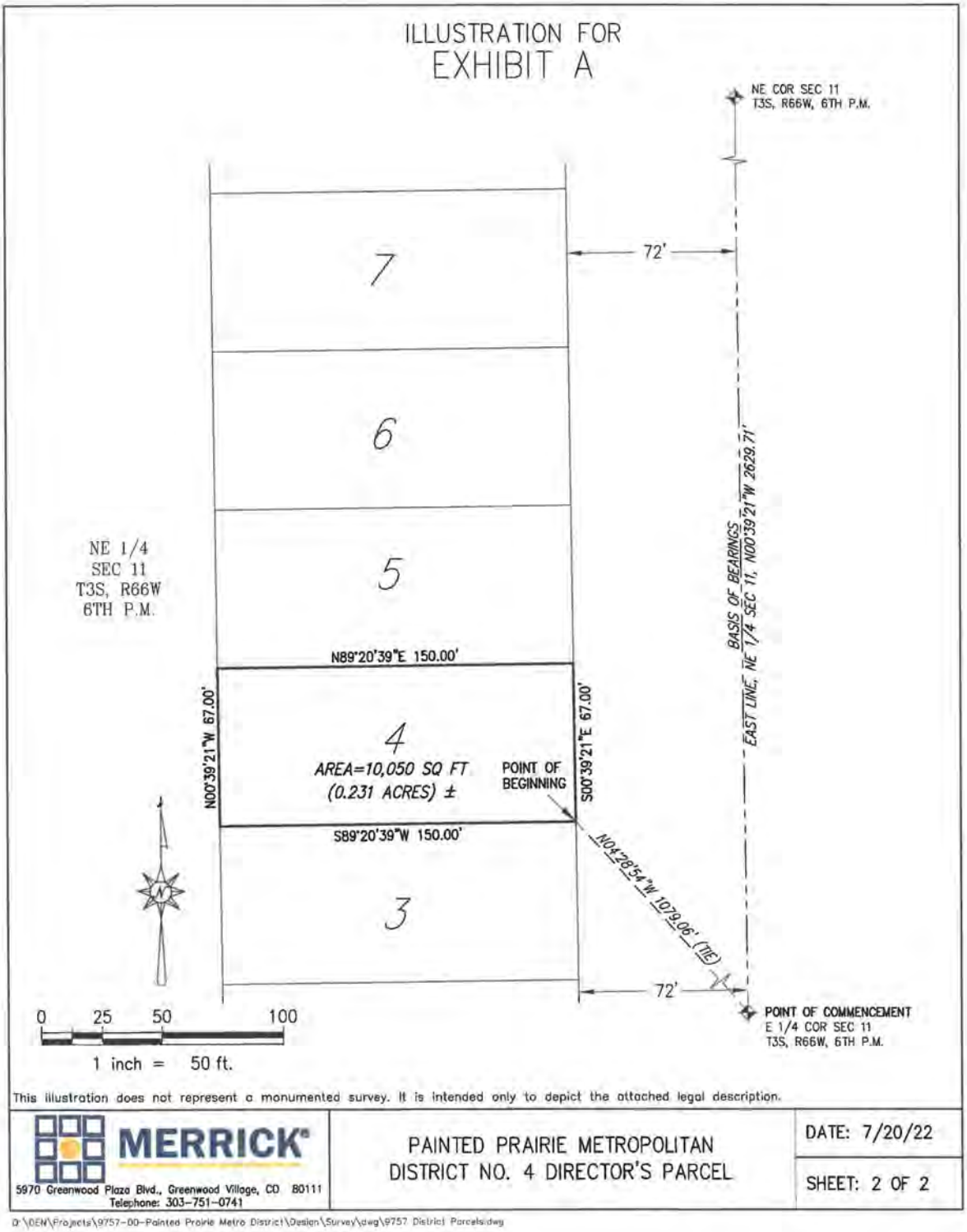

ILLUSTRATION FOR
EXHIBIT A
NE COR SEC 11
T3S, R66W, 6TH P.M.
72'
7
6
5
NE 1/4
SEC 11
T3S, R66W
6TH P.M.
N89°20'39"E 150.00'
N00°39'21"W 67.00'
4
AREA=10,050 SQ FT
(0.231 ACRES) ±
POINT OF
BEGINNING
S00°39'21"E 67.00'
S89°20'39"W 150.00'
3
BASIS OF BEARINGS
EAST LINE, NE 1/4 SEC 11, N00°39'21"W 2629.71'
N04°28'54"W 1079.06' (TIE)
72'
POINT OF COMMENCEMENT
E 1/4 COR SEC 11
T3S, R66W, 6TH P.M.
0 25 50 100
1 inch = 50 ft.
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
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PAINTED PRAIRIE METROPOLITAN
DISTRICT NO. 4 DIRECTOR'S PARCEL
DATE: 7/20/22
SHEET: 2 OF 2
O:\DEN\Projects\9757-00-Painted Prairie Metro District\Design\Survey\dwg\9757 District Parcels.dwg

EXHIBIT A

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 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 SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING S89°39'07"W BETWEEN THE CENTER QUARTER CORNER OF SAID SECTION 11 AND THE WEST QUARTER 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 CENTER QUARTER CORNER OF SECTION 11;
THENCE S16°07'42"W A DISTANCE OF 1112.36 FEET TO THE **POINT OF BEGINNING;**
THENCE S00°29'13"E A DISTANCE OF 476.37 FEET;
THENCE N89°38'00"E NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 614.24 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 16°32'19", A RADIUS OF 600.00 FEET, A CHORD BEARING S82°04'42"E A DISTANCE OF 172.59 FEET, AND AN ARC DISTANCE OF 173.19 FEET;
THENCE S73°48'33"E NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 355.73 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 30°51'29", A RADIUS OF 1514.50 FEET, A CHORD BEARING S87°25'38"E A DISTANCE OF 805.85 FEET, AND AN ARC DISTANCE OF 815.67 FEET;
THENCE N77°08'37"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 120.96 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 12°37'33", A RADIUS OF 600.00 FEET, A CHORD BEARING N83°27'23"E A DISTANCE OF 131.95 FEET, AND AN ARC DISTANCE OF 132.22 FEET;
THENCE N89°46'10"E A DISTANCE OF 125.67 FEET;
THENCE S00°29'13"E A DISTANCE OF 915.96 FEET;



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: SEPTEMBER 6, 2023
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

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

PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 5

DATE: 9/6/23

SHEET: 1 OF 6

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EXHIBIT A

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

PROPERTY DESCRIPTION

THENCE S89°43'32"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 998.41 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 02°34'04", A RADIUS OF 9984.00 FEET, A CHORD BEARING N88°59'26"W A DISTANCE OF 447.39 FEET, AND AN ARC DISTANCE OF 447.43 FEET;
THENCE N87°42'24"W TANGENT WITH THE LAST AND FOLLOWING DESCRIBED CURVES A DISTANCE OF 172.70 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 02°33'41", A RADIUS OF 10116.00 FEET, A CHORD BEARING N88°59'15"W A DISTANCE OF 452.20 FEET, AND AN ARC DISTANCE OF 452.24 FEET;
THENCE S89°43'55"W TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 127.38 FEET;
THENCE S89°43'55"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 142.62 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 02°34'09", A RADIUS OF 10116.00 FEET, A CHORD BEARING S88°26'50"W A DISTANCE OF 453.57 FEET, AND AN ARC DISTANCE OF 453.60 FEET;
THENCE S87°09'46"W TANGENT WITH THE LAST AND FOLLOWING DESCRIBED CURVES A DISTANCE OF 171.87 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 02°34'09", A RADIUS OF 9984.00 FEET, A CHORD BEARING S88°26'50"W A DISTANCE OF 447.66 FEET, AND AN ARC DISTANCE OF 447.70 FEET;
THENCE S89°43'55"W A DISTANCE OF 1082.10 FEET;
THENCE N00°16'05"W A DISTANCE OF 170.33 FEET;
THENCE N19°31'16"E A DISTANCE OF 132.53 FEET;
THENCE N89°43'55"E A DISTANCE OF 11.00 FEET;
THENCE N00°16'05"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 112.09 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 19°45'00", A RADIUS OF 76.00 FEET, A CHORD BEARING N10°08'35"W A DISTANCE OF 26.07 FEET, AND AN ARC DISTANCE OF 26.20 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 129°29'59", A RADIUS OF 60.00 FEET, A CHORD BEARING N44°43'55"E A DISTANCE OF 108.53 FEET, AND AN ARC DISTANCE OF 135.61 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 19°45'00", A RADIUS OF 76.00 FEET, A CHORD BEARING S80°23'35"E A DISTANCE OF 26.07 FEET, AND AN ARC DISTANCE OF 26.20 FEET;
THENCE N89°43'55"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 405.04 FEET;



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: SEPTEMBER 6, 2023
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FOR AND ON BEHALF OF MERRICK & COMPANY

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PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 5

DATE: 9/6/23

SHEET: 2 OF 6

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EXHIBIT A

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

PROPERTY DESCRIPTION

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 27°04'26", A RADIUS OF 169.00 FEET, A CHORD BEARING S76°43'52"E A DISTANCE OF 79.12 FEET, AND AN ARC DISTANCE OF 79.86 FEET;
THENCE S63°11'39"E TANGENT WITH THE LAST AND FOLLOWING DESCRIBED CURVES A DISTANCE OF 9.52 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 15.00 FEET, A CHORD BEARING N71°48'21"E A DISTANCE OF 21.21 FEET, AND AN ARC DISTANCE OF 23.56 FEET;
THENCE N26°48'21"E TANGENT WITH THE LAST AND FOLLOWING DESCRIBED CURVES A DISTANCE OF 371.36 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 27°17'34", A RADIUS OF 1279.00 FEET, A CHORD BEARING N13°09'34"E A DISTANCE OF 603.50 FEET, AND AN ARC DISTANCE OF 609.25 FEET;
THENCE N00°29'13"W A DISTANCE OF 106.28 FEET;
THENCE N89°30'47"E A DISTANCE OF 54.00 FEET;
THENCE S00°29'13"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 6.00 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 15.00 FEET, A CHORD BEARING S45°29'13"E A DISTANCE OF 21.21 FEET, AND AN ARC DISTANCE OF 23.56 FEET;
THENCE N89°30'47"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 1038.63 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 20.00 FEET, A CHORD BEARING N44°30'47"E A DISTANCE OF 28.28 FEET, AND AN ARC DISTANCE OF 31.42 FEET;
THENCE N89°40'37"E A DISTANCE OF 83.00 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 103.888 ACRES, MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: SEPTEMBER 6, 2023
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

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

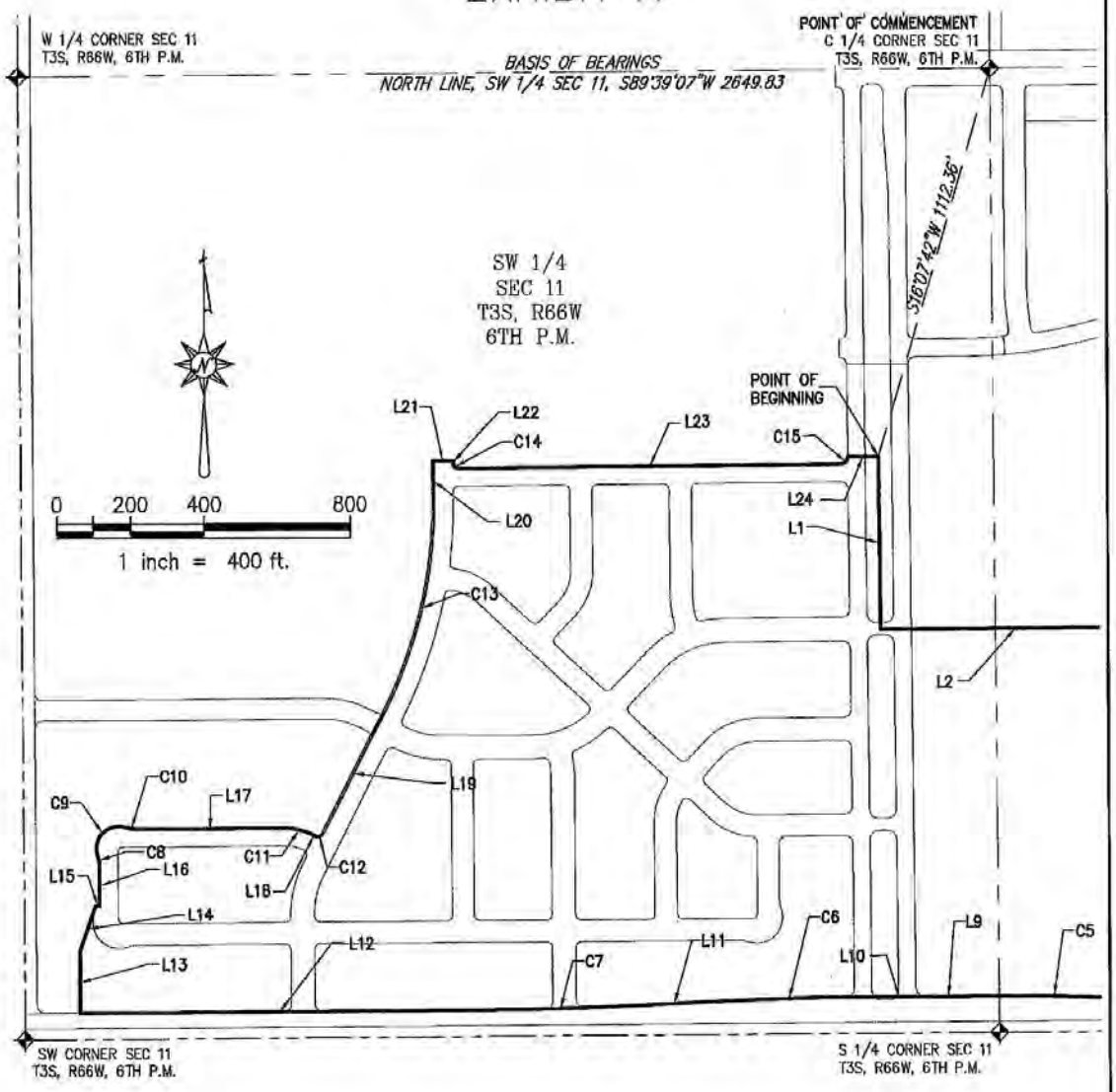
PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 5

DATE: 9/6/23

SHEET: 3 OF 6

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ILLUSTRATION FOR
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THE ABOVE DESCRIBED PARCEL CONTAINS 103.888 ACRES MORE OR LESS.

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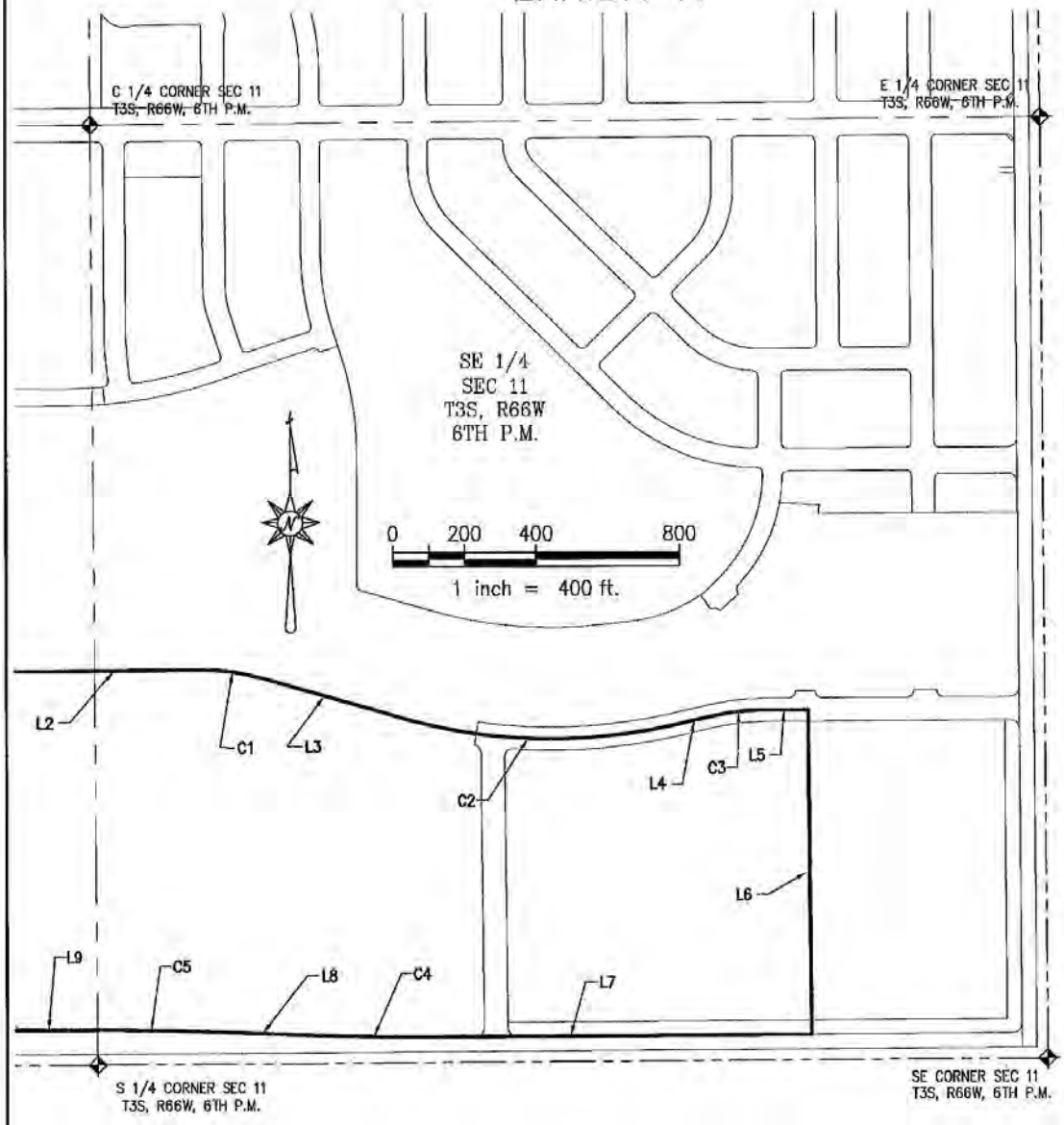
PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 5

DATE: 9/6/23

SHEET: 4 OF 6

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ILLUSTRATION FOR
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THE ABOVE DESCRIBED PARCEL CONTAINS 103.888 ACRES MORE OR LESS.

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PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 5

DATE: 9/6/23

SHEET: 5 OF 6

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ILLUSTRATION FOR
EXHIBIT A

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S00°29'13"E	476.37'
L2	N89°38'00"E	614.24'
L3	S73°48'33"E	355.73'
L4	N77°08'37"E	120.96'
L5	N89°46'10"E	125.67
L6	S00°29'13"E	915.96'
L7	S89°43'32"W	998.41'
L8	N87°42'24"W	172.70'
L9	S89°43'55"W	127.38'
L10	S89°43'55"W	142.62'
L11	S87°09'46"W	171.87'
L12	S89°43'55"W	1082.10'
L13	N00°16'05"W	170.33'
L14	N19°31'16"E	132.53'
L15	N89°43'55"E	11.00'
L16	N00°16'05"W	112.09'
L17	N89°43'55"E	405.04'
L18	S63°11'39"E	9.52'
L19	N26°48'21"E	371.36'
L20	N00°29'13"W	106.28'
L21	N89°30'47"E	54.00'
L22	S00°29'13"E	6.00'
L23	N89°30'47"E	1038.63'
L24	N89°40'37"E	83.00'

CURVE TABLE					
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	LENGTH
C1	16°32'19"	600.00'	S82°04'42"E	172.59'	173.19'
C2	30°51'29"	1514.50'	S87°25'38"E	805.85'	815.67'
C3	12°37'33"	600.00'	N83°27'23"E	131.95'	132.22'
C4	2°34'04"	9984.00'	N88°59'26"W	447.39'	447.43'
C5	2°33'41"	10116.00'	N88°59'15"W	452.20'	452.24'
C6	2°34'09"	10116.00'	S88°26'50"W	453.57'	453.60'
C7	2°34'09"	9984.00'	S88°26'50"W	447.66'	447.70'
C8	19°45'00"	76.00'	N10°08'35"W	26.07'	26.20'
C9	129°29'59"	60.00'	N44°43'55"E	108.53'	135.61'
C10	19°45'00"	76.00'	S80°23'35"E	26.07'	26.20'
C11	27°04'26"	169.00'	S76°43'52"E	79.12'	79.86'
C12	90°00'00"	15.00'	N71°48'21"E	21.21'	23.56'
C13	27°17'34"	1279.00'	N13°09'34"E	603.50'	609.25'
C14	90°00'00"	15.00'	S45°29'13"E	21.21'	23.56'
C15	90°00'00"	20.00'	N44°30'47"E	28.28'	31.42'

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PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 5

DATE: 9/6/23

SHEET: 6 OF 6

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EXHIBIT A

NE 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 NORTHEAST 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 EAST LINE OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING N00°39'21"W BETWEEN THE EAST QUARTER CORNER OF SAID SECTION 11 AND THE NORTHEAST 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 EAST QUARTER CORNER OF SECTION 11;
THENCE N04°15'30"W A DISTANCE OF 1145.92 FEET TO A POINT ON A LINE BEING 72.00 FEET WESTERLY OF AN PARALLEL WITH SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 11, SAID POINT BEING THE **POINT OF BEGINNING;**
THENCE S89°20'39"W A DISTANCE OF 150.00 FEET;
THENCE N00°39'21"W A DISTANCE OF 67.00 FEET;
THENCE N89°20'39"E A DISTANCE OF 150.00 FEET TO A POINT ON SAID PARALLEL LINE;
THENCE S00°39'21"E ALONG SAID PARALLEL LINE A DISTANCE OF 67.00 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 10,050 SQUARE FEET (0.231 ACRES), MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: JULY 20, 2022
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

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

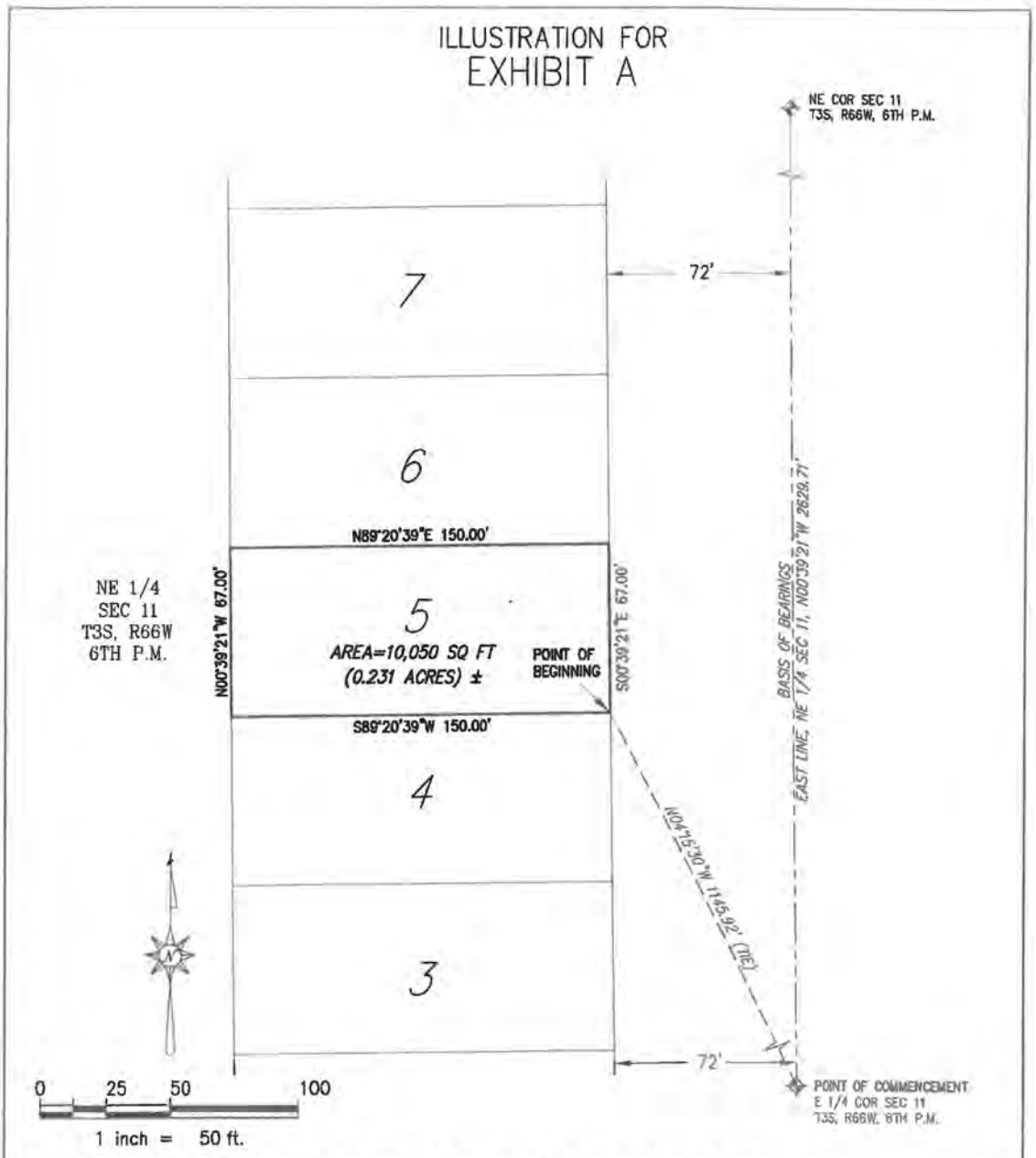
PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 5 DIRECTOR'S PARCEL

DATE: 7/20/22

SHEET: 1 OF 2

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ILLUSTRATION FOR
EXHIBIT A



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PAINTED PRAIRIE METROPOLITAN
DISTRICT NO. 5 DIRECTOR'S PARCEL

DATE: 7/20/22

SHEET: 2 OF 2

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EXHIBIT A

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 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 SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING S89°43'32"W BETWEEN THE SOUTHEAST CORNER OF SAID SECTION 11 AND THE SOUTH QUARTER 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 SOUTHEAST CORNER OF SECTION 11;
THENCE N45°34'56"W A DISTANCE OF 101.20 FEET TO THE **POINT OF BEGINNING**;
THENCE S89°43'32"W A DISTANCE OF 588.32 FEET;
THENCE N00°29'13"W A DISTANCE OF 915.96 FEET;
THENCE N89°46'10"E A DISTANCE OF 592.41 FEET;
THENCE S00°13'50"E A DISTANCE OF 915.50 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 12.411 ACRES, MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: NOVEMBER 16, 2022
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

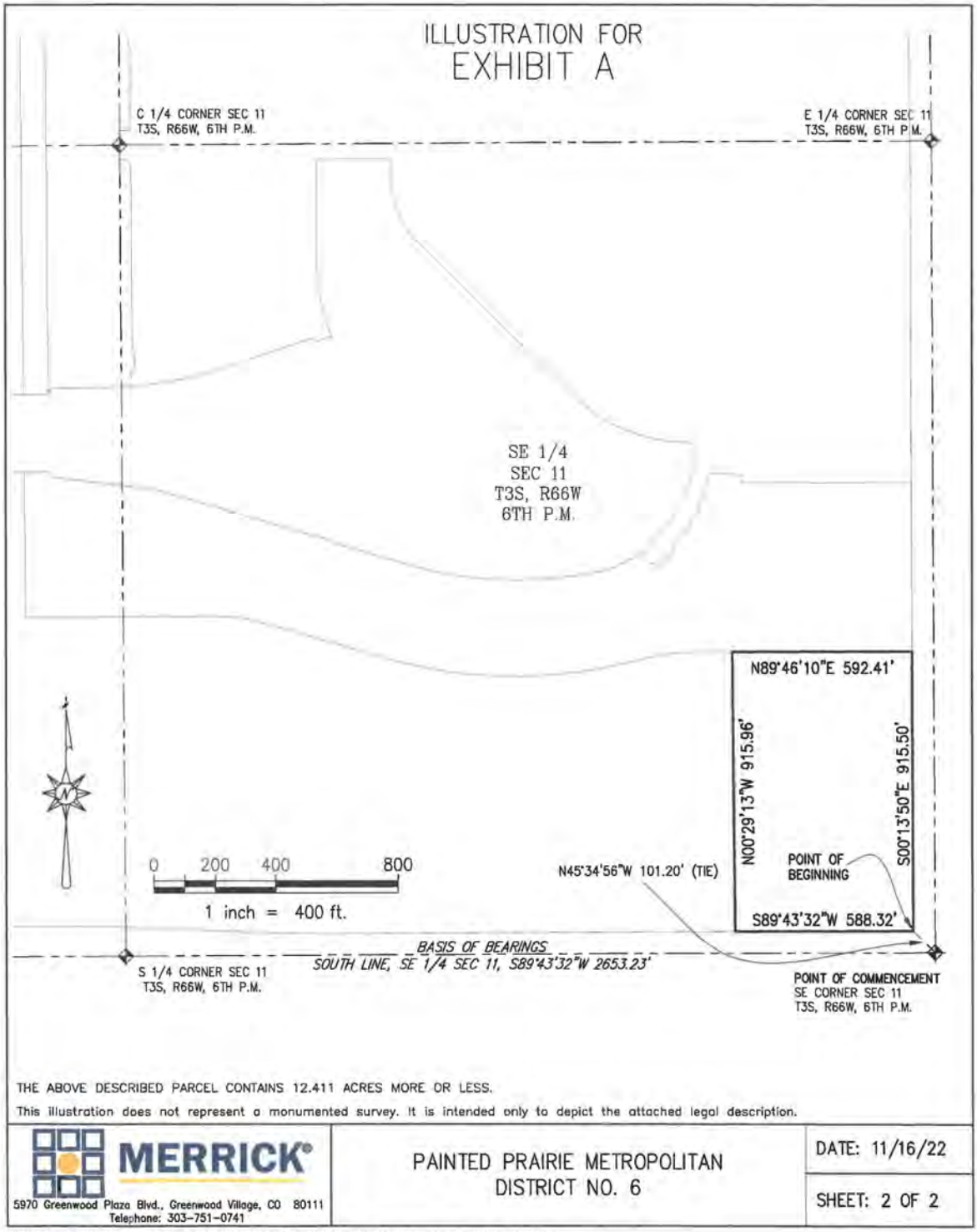
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5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
Telephone: 303-751-0741

PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 6

DATE: 11/16/22

SHEET: 1 OF 2

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THE ABOVE DESCRIBED PARCEL CONTAINS 12.411 ACRES MORE OR LESS.

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PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 6

DATE: 11/16/22

SHEET: 2 OF 2

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EXHIBIT A

NE 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 NORTHEAST 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 EAST LINE OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING N00°39'21"W BETWEEN THE EAST QUARTER CORNER OF SAID SECTION 11 AND THE NORTHEAST 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 EAST QUARTER CORNER OF SECTION 11;
THENCE N04°03'34"W A DISTANCE OF 1212.79 FEET TO A POINT ON A LINE BEING 72.00 FEET WESTERLY OF AN PARALLEL WITH SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 11, SAID POINT BEING THE **POINT OF BEGINNING;**
THENCE S89°20'39"W A DISTANCE OF 150.00 FEET;
THENCE N00°39'21"W A DISTANCE OF 67.00 FEET;
THENCE N89°20'39"E A DISTANCE OF 150.00 FEET TO A POINT ON SAID PARALLEL LINE;
THENCE S00°39'21"E ALONG SAID PARALLEL LINE A DISTANCE OF 67.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 10,050 SQUARE FEET (0.231 ACRES), MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: JULY 20, 2022
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

MERRICK®
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
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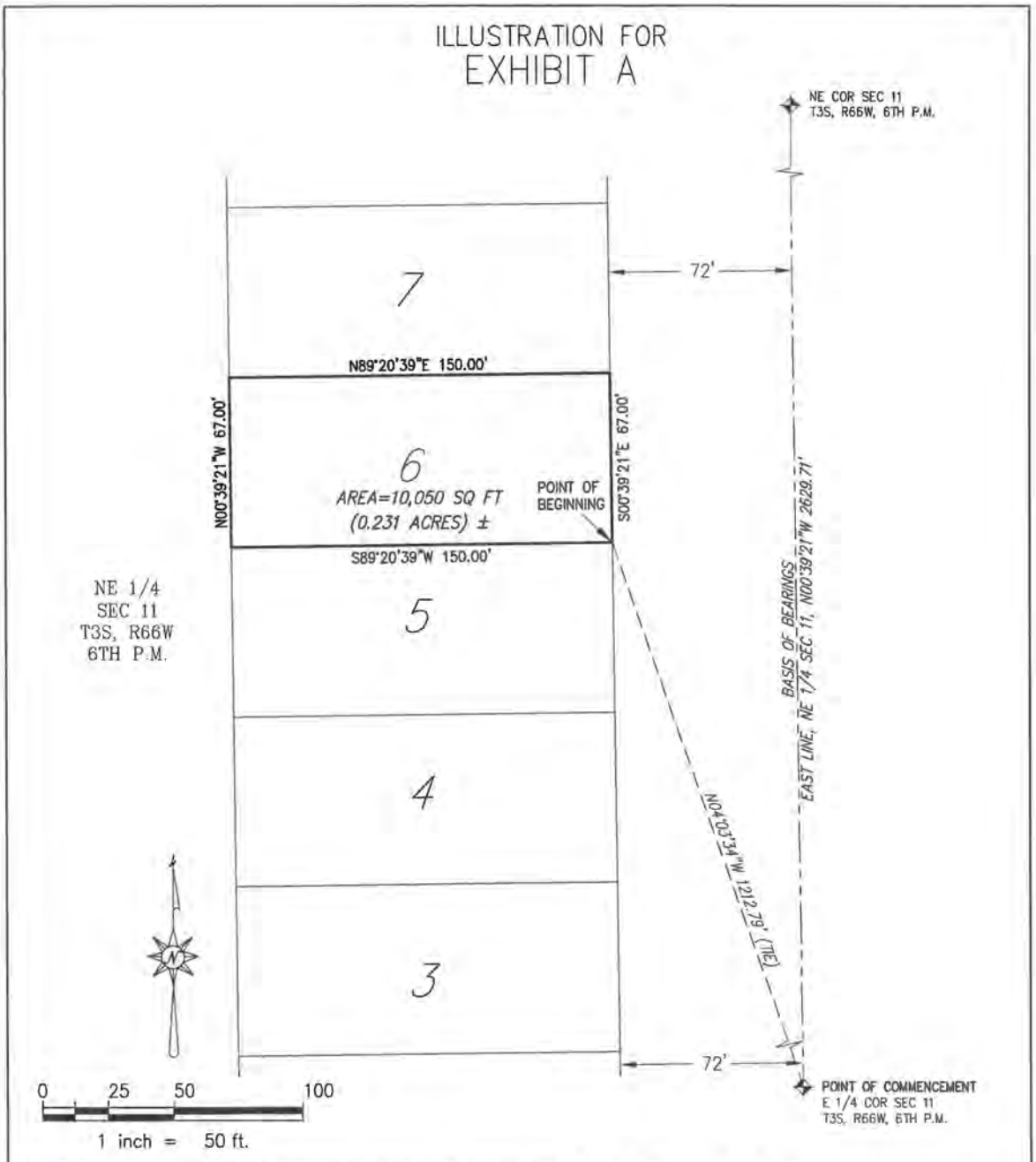
PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 6 DIRECTOR'S PARCEL

DATE: 7/20/22

SHEET: 1 OF 2

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ILLUSTRATION FOR
EXHIBIT A



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PAINTED PRAIRIE METROPOLITAN
DISTRICT NO. 6 DIRECTOR'S PARCEL

DATE: 7/20/22

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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

TWO PARCELS 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.

PARCEL 1

COMMENCING AT SAID NORTH QUARTER CORNER OF SECTION 11;
THENCE S77°54'59"W A DISTANCE OF 259.69 FEET TO THE **POINT OF BEGINNING**;
THENCE S00°29'13"E A DISTANCE OF 329.04 FEET;
THENCE S89°55'13"W A DISTANCE OF 535.51 FEET;
THENCE S00°29'13"E A DISTANCE OF 310.01 FEET;
THENCE S89°55'13"W A DISTANCE OF 420.52 FEET;
THENCE S00°29'13"E A DISTANCE OF 274.01 FEET;
THENCE S89°55'13"W A DISTANCE OF 7.50 FEET;
THENCE S00°29'13"E A DISTANCE OF 178.00 FEET;
THENCE S89°55'13"W A DISTANCE OF 222.01 FEET;
THENCE N00°29'13"W A DISTANCE OF 79.86 FEET;
THENCE S89°30'47"W A DISTANCE OF 139.64 FEET;
THENCE N00°29'13"W A DISTANCE OF 135.14 FEET;
THENCE N89°55'13"E A DISTANCE OF 132.16 FEET;
THENCE N00°29'13"W A DISTANCE OF 238.01 FEET;
THENCE S89°55'13"W A DISTANCE OF 601.25 FEET;
THENCE N10°32'04"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 58.28 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 32°30'57", A RADIUS OF 529.00 FEET, A CHORD BEARING N05°43'24"E A DISTANCE OF 296.20 FEET, AND AN ARC DISTANCE OF 300.21 FEET;

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR
KENNETH G. QUELLETTE
24673

KENNETH G. QUELLETTE, P.L.S. 24673
DATE: SEPTEMBER 6, 2023
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

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

PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 7

DATE: 9/6/23

SHEET: 1 OF 4

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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

THENCE N21°58'53"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 71.41 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 22°28'05", A RADIUS OF 271.00 FEET, A CHORD BEARING N10°44'50"E A DISTANCE OF 105.59 FEET, AND AN ARC DISTANCE OF 106.27 FEET;
THENCE N00°27'54"W NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 92.09 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 93°20'25", A RADIUS OF 25.00 FEET, A CHORD BEARING N47°08'07"W A DISTANCE OF 36.37 FEET, AND AN ARC DISTANCE OF 40.73 FEET;
THENCE N89°55'04"E A DISTANCE OF 1747.97 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 25.008 ACRES, MORE OR LESS.

PARCEL 2

COMMENCING AT SAID NORTH QUARTER CORNER OF SECTION 11;
THENCE S36°15'16"W A DISTANCE OF 1155.75 FEET TO THE **POINT OF BEGINNING;**
THENCE S00°04'47"E A DISTANCE OF 135.00 FEET;
THENCE S89°55'13"W A DISTANCE OF 43.56 FEET;
THENCE S00°29'13"E A DISTANCE OF 1.50 FEET;
THENCE S89°30'47"W A DISTANCE OF 58.00 FEET;
THENCE N00°29'13"W A DISTANCE OF 136.92 FEET;
THENCE N89°55'13"E A DISTANCE OF 102.53 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 0.319 ACRES, MORE OR LESS.

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR
KENNETH G. OUELLETTE
24673

KENNETH G. OUELLETTE, P.L.S. 24673
DATE: SEPTEMBER 6, 2023
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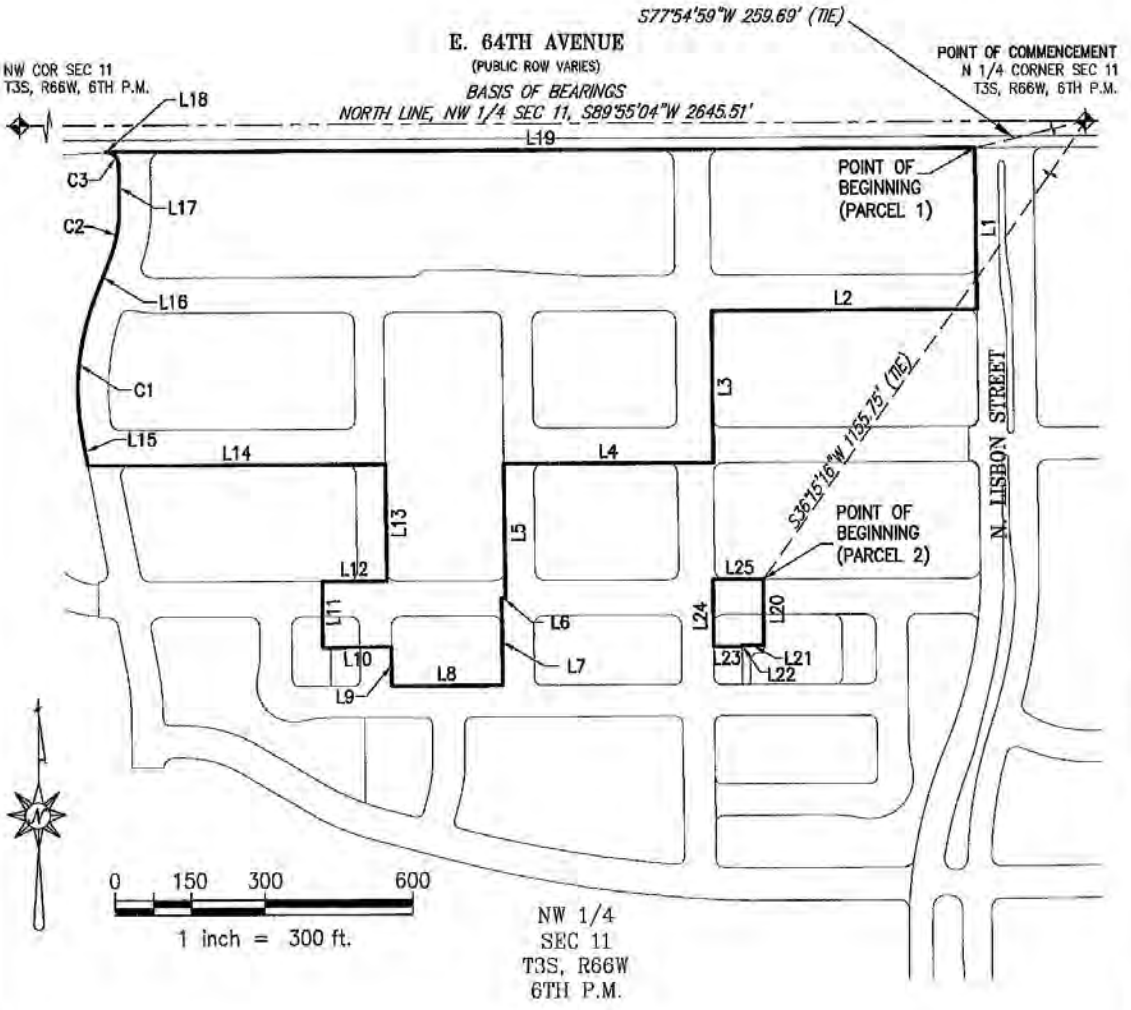
PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 7

DATE: 9/6/23

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ILLUSTRATION FOR
EXHIBIT A



THE ABOVE DESCRIBED PARCEL 1 CONTAINS 25.008 ACRES MORE OR LESS.

THE ABOVE DESCRIBED PARCEL 2 CONTAINS 0.319 ACRES MORE OR LESS.

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PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 7

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ILLUSTRATION FOR
EXHIBIT A

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S00°29'13"E	329.04'
L2	S89°55'13"W	535.51'
L3	S00°29'13"E	310.01'
L4	S89°55'13"W	420.52'
L5	S00°29'13"E	274.01'
L6	S89°55'13"W	7.50'
L7	S00°29'13"E	178.00'
L8	S89°55'13"W	222.01'
L9	N00°29'13"W	79.86'
L10	S89°30'47"W	139.64'
L11	N00°29'13"W	135.14'
L12	N89°55'13"E	132.16'
L13	N00°29'13"W	238.01'
L14	S89°55'13"W	601.25'
L15	N10°32'04"W	58.28'
L16	N21°58'53"E	71.41'
L17	N00°27'54"W	92.09'
L18	N86°11'41"E	2.99'
L19	N89°55'04"E	1747.97'
L20	S00°04'47"E	135.00'
L21	S89°55'13"W	43.56'
L22	S00°29'13"E	1.50'
L23	S89°30'47"W	58.00'
L24	N00°29'13"W	136.92'
L25	N89°55'13"E	102.53'

CURVE TABLE					
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	LENGTH
C1	32°30'57"	529.00'	N05°43'24"E	296.20'	300.21'
C2	22°28'05"	271.00'	N10°44'50"E	105.59'	106.27'
C3	93°20'25"	25.00'	N47°08'07"W	36.37'	40.73'

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PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 7

DATE: 9/6/23

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EXHIBIT A

NE 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 NORTHEAST 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 EAST LINE OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING N00°39'21"W BETWEEN THE EAST QUARTER CORNER OF SAID SECTION 11 AND THE NORTHEAST 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 EAST QUARTER CORNER OF SECTION 11;
THENCE N03°52'52"W A DISTANCE OF 1279.68 FEET TO A POINT ON A LINE BEING 72.00 FEET WESTERLY OF AN PARALLEL WITH SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 11, SAID POINT BEING THE **POINT OF BEGINNING;**
THENCE S89°20'39"W A DISTANCE OF 150.00 FEET;
THENCE N00°39'21"W A DISTANCE OF 67.00 FEET;
THENCE N89°20'39"E A DISTANCE OF 150.00 FEET TO A POINT ON SAID PARALLEL LINE;
THENCE S00°39'21"E ALONG SAID PARALLEL LINE A DISTANCE OF 67.00 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 10,050 SQUARE FEET (0.231 ACRES), MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: JULY 20, 2022
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

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

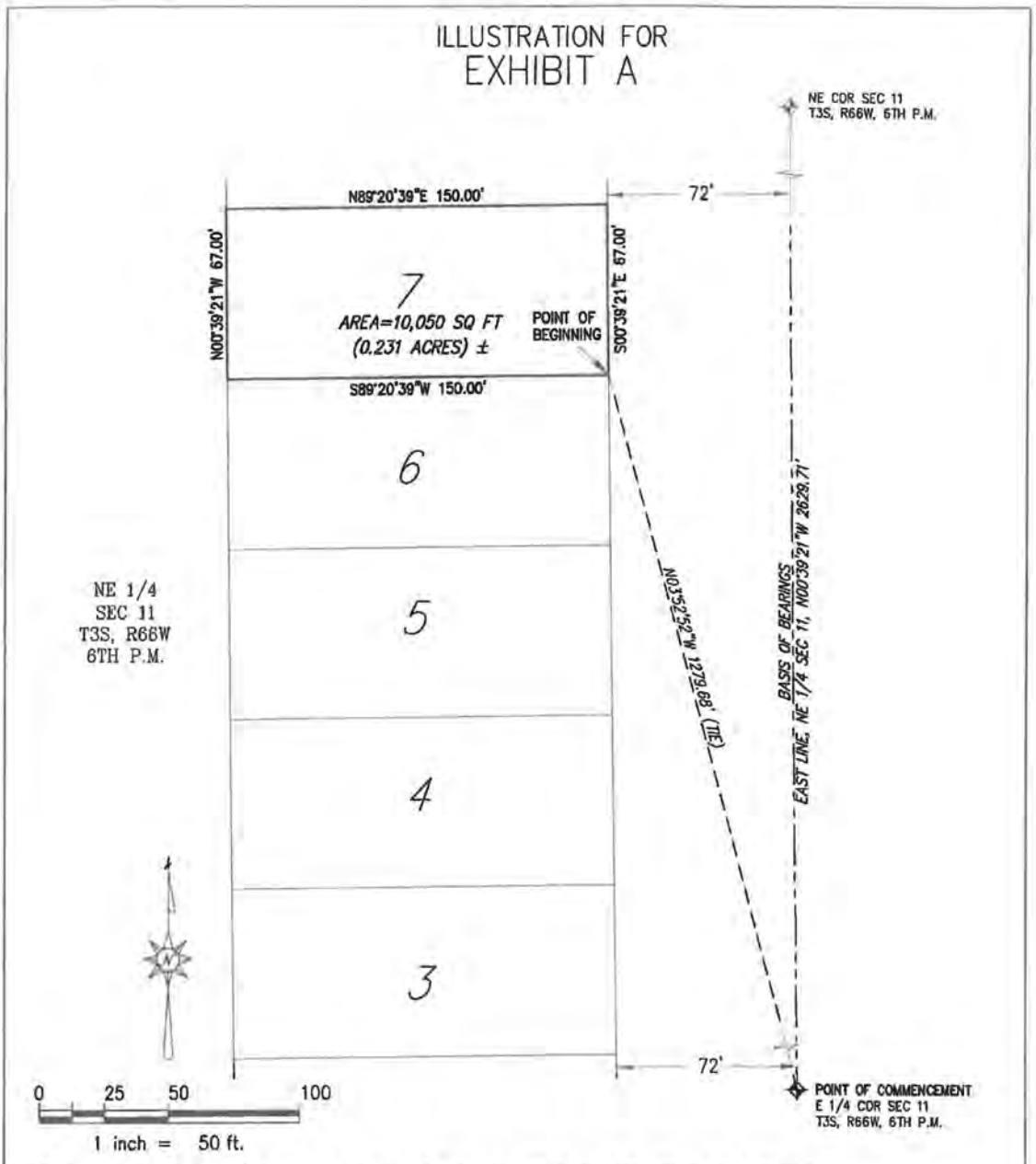
PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 7 DIRECTOR'S PARCEL

DATE: 7/20/22

SHEET: 1 OF 2

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PAINTED PRAIRIE METROPOLITAN
DISTRICT NO. 7 DIRECTOR'S PARCEL

DATE: 7/20/22

SHEET: 2 OF 2

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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

TWO PARCELS 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.

PARCEL 1

COMMENCING AT SAID NORTH QUARTER CORNER OF SECTION 11;
THENCE S65°33'41"W A DISTANCE OF 2200.05 FEET TO THE **POINT OF BEGINNING:**
THENCE N10°32'04"W A DISTANCE OF 217.99 FEET;
THENCE N89°55'13"E A DISTANCE OF 457.75 FEET;
THENCE S00°29'13"E A DISTANCE OF 238.01 FEET;
THENCE N89°55'13"E A DISTANCE OF 11.36 FEET;
THENCE S00°29'13"E A DISTANCE OF 278.01 FEET;
THENCE N89°55'13"E A DISTANCE OF 83.75 FEET;
THENCE S00°04'47"E NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 243.55 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 13°55'59", A RADIUS OF 533.00 FEET, A CHORD BEARING N66°14'29"W A DISTANCE OF 129.29 FEET, AND AN ARC DISTANCE OF 129.61 FEET;
THENCE N59°16'29"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 156.78 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 30°43'30", A RADIUS OF 217.00 FEET, A CHORD BEARING N74°38'15"W A DISTANCE OF 114.98 FEET, AND AN ARC DISTANCE OF 116.37 FEET;
THENCE N90°00'00"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 23.63 FEET;

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR
KENNETH G. OUELLETTE
24673

KENNETH G. OUELLETTE, P.L.S. 24673
DATE: SEPTEMBER 6, 2023
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

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

PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 8

DATE: 9/6/23

SHEET: 1 OF 5

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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

THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°29'13", A RADIUS OF 20.00 FEET, A CHORD BEARING S44°45'24"W A DISTANCE OF 28.40 FEET, AND AN ARC DISTANCE OF 31.59 FEET;
THENCE S89°30'47"W A DISTANCE OF 62.00 FEET;
THENCE N00°29'13"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 109.19 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 10°02'51", A RADIUS OF 471.00 FEET, A CHORD BEARING N05°30'38"W A DISTANCE OF 82.49 FEET, AND AN ARC DISTANCE OF 82.60 FEET;
THENCE N10°32'04"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 100.94 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 79°32'43", A RADIUS OF 20.00 FEET, A CHORD BEARING N50°18'25"W A DISTANCE OF 25.59 FEET, AND AN ARC DISTANCE OF 27.77 FEET;
THENCE S89°55'13"W A DISTANCE OF 20.67 FEET;
THENCE N00°04'47"W NON--TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 72.00 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 100°27'17", A RADIUS OF 20.00 FEET, A CHORD BEARING N39°41'35"E A DISTANCE OF 30.74 FEET, AND AN ARC DISTANCE OF 35.07 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 6.536 ACRES, MORE OR LESS.

PARCEL 2

COMMENCING AT SAID NORTH QUARTER CORNER OF SECTION 11;
THENCE S33°13'38"W A DISTANCE OF 458.33 FEET TO THE **POINT OF BEGINNING;**
THENCE S00°29'13"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 220.86 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°24'26", A RADIUS OF 20.00 FEET, A CHORD BEARING S44°43'00"W A DISTANCE OF 28.38 FEET, AND AN ARC DISTANCE OF 31.56 FEET;
THENCE S00°44'01"E NON--TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 66.00 FEET;

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR
KENNETH G. QUELLETTE
24673

KENNETH G. QUELLETTE, P.L.S. 24673
DATE: SEPTEMBER 6, 2023
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

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PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 8

DATE: 9/6/23

SHEET: 2 OF 5

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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

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 89°35'34", A RADIUS OF 20.00 FEET, A CHORD BEARING S45°17'00"E A DISTANCE OF 28.18 FEET, AND AN ARC DISTANCE OF 31.27 FEET;
THENCE S00°29'13"E TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 204.72 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 01°03'28", A RADIUS OF 889.50 FEET, A CHORD BEARING S00°02'32"W A DISTANCE OF 16.42 FEET, AND AN ARC DISTANCE OF 16.42 FEET;
THENCE S89°55'13"W A DISTANCE OF 535.36 FEET;
THENCE N00°29'13"W A DISTANCE OF 548.01 FEET;
THENCE N89°55'13"E A DISTANCE OF 535.51 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 6.703 ACRES, MORE OR LESS.

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR
KENNETH G. OUELLETTE
24673

KENNETH G. OUELLETTE, P.L.S. 24673
DATE: SEPTEMBER 6, 2023
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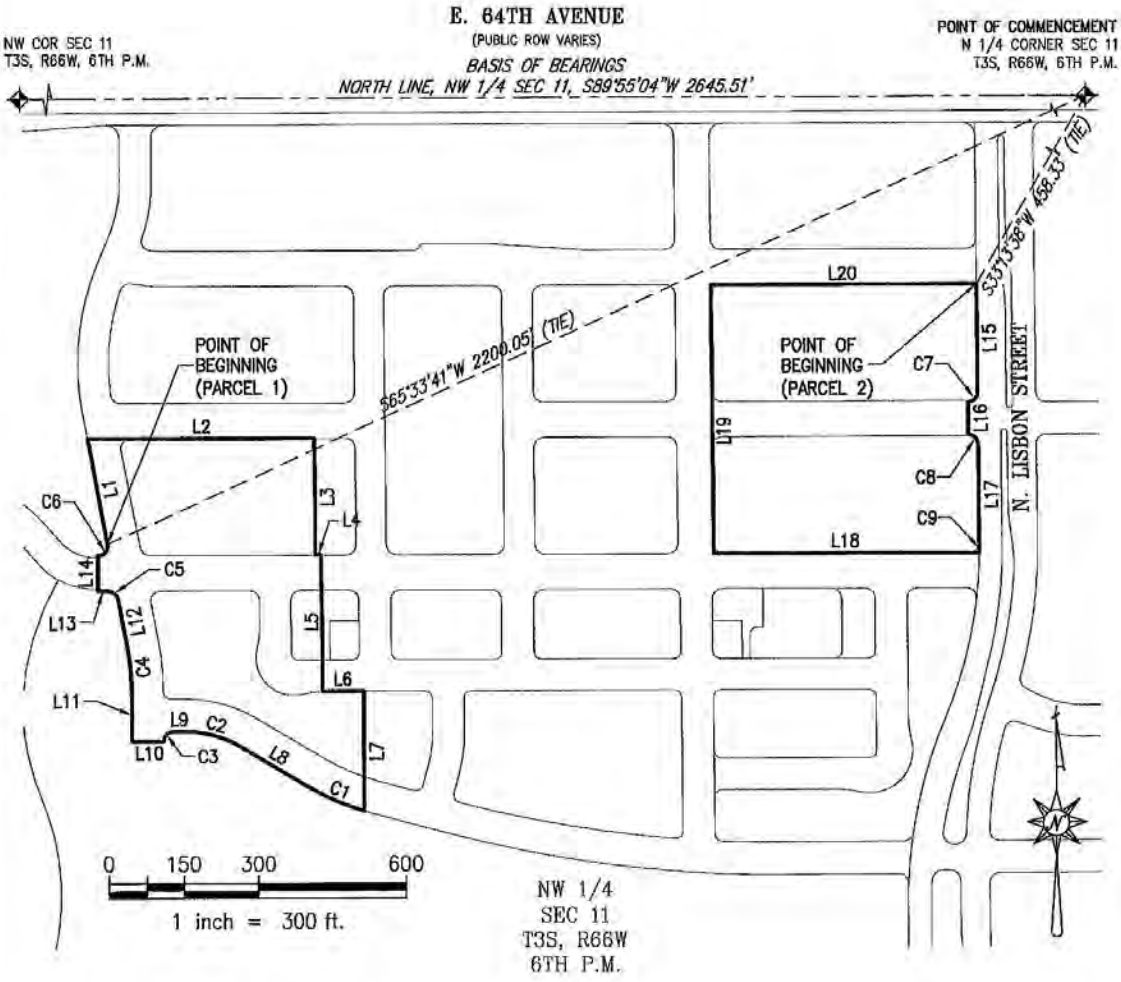
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DATE: 9/6/23

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ILLUSTRATION FOR
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THE ABOVE DESCRIBED PARCEL 1 CONTAINS 6.536 ACRES MORE OR LESS.

THE ABOVE DESCRIBED PARCEL 2 CONTAINS 6.703 ACRES MORE OR LESS.

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ILLUSTRATION FOR
EXHIBIT A

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N10°32'04"W	217.99'
L2	N89°55'13"E	457.75'
L3	S00°29'13"E	238.01'
L4	N89°55'13"E	11.36'
L5	S00°29'13"E	278.01'
L6	N89°55'13"E	83.75'
L7	S00°04'47"E	243.55'
L8	N59°16'29"W	156.78'
L9	N90°00'00"W	23.63'
L10	S89°30'47"W	62.00'
L11	N00°29'13"W	109.19'
L12	N10°32'04"W	100.94'
L13	S89°55'13"W	20.67'
L14	N00°04'47"W	72.00'
L15	S00°29'13"E	220.86'
L16	S00°44'01"E	66.00'
L17	S00°29'13"E	204.72'
L18	S89°55'13"W	535.36'
L19	N00°29'13"W	548.01'
L20	N89°55'13"E	535.51'

CURVE TABLE					
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	LENGTH
C1	13°55'59"	533.00'	N66°14'29"W	129.29'	129.61'
C2	30°43'30"	217.00'	N74°38'15"W	114.98'	116.37'
C3	90°29'13"	20.00'	S44°45'24"W	28.40'	31.59'
C4	10°02'51"	471.00'	N05°30'38"W	82.49'	82.60'
C5	79°32'43"	20.00'	N50°18'25"W	25.59'	27.77'
C6	100°27'17"	20.00'	N39°41'35"E	30.74'	35.07'
C7	90°24'26"	20.00'	S44°43'00"W	28.38'	31.56'
C8	89°35'34"	20.00'	S45°17'00"E	28.18'	31.27'
C9	1°03'28"	889.50'	S00°02'32"W	16.42'	16.42'

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PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 8

DATE: 9/6/23

SHEET: 5 OF 5

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EXHIBIT A

NE 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 NORTHEAST 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 EAST LINE OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING N00°39'21"W BETWEEN THE EAST QUARTER CORNER OF SAID SECTION 11 AND THE NORTHEAST 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 EAST QUARTER CORNER OF SECTION 11;
THENCE N03°43'15"W A DISTANCE OF 1346.58 FEET TO A POINT ON A LINE BEING 72.00 FEET WESTERLY OF AN PARALLEL WITH SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 11, SAID POINT BEING THE **POINT OF BEGINNING**;
THENCE S89°20'39"W A DISTANCE OF 150.00 FEET;
THENCE N00°39'21"W A DISTANCE OF 67.00 FEET;
THENCE N89°20'39"E A DISTANCE OF 150.00 FEET TO A POINT ON SAID PARALLEL LINE;
THENCE S00°39'21"E ALONG SAID PARALLEL LINE A DISTANCE OF 67.00 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 10,050 SQUARE FEET (0.231 ACRES), MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: JULY 20, 2022
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

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

PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 8 DIRECTOR'S PARCEL

DATE: 7/20/22

SHEET: 1 OF 2

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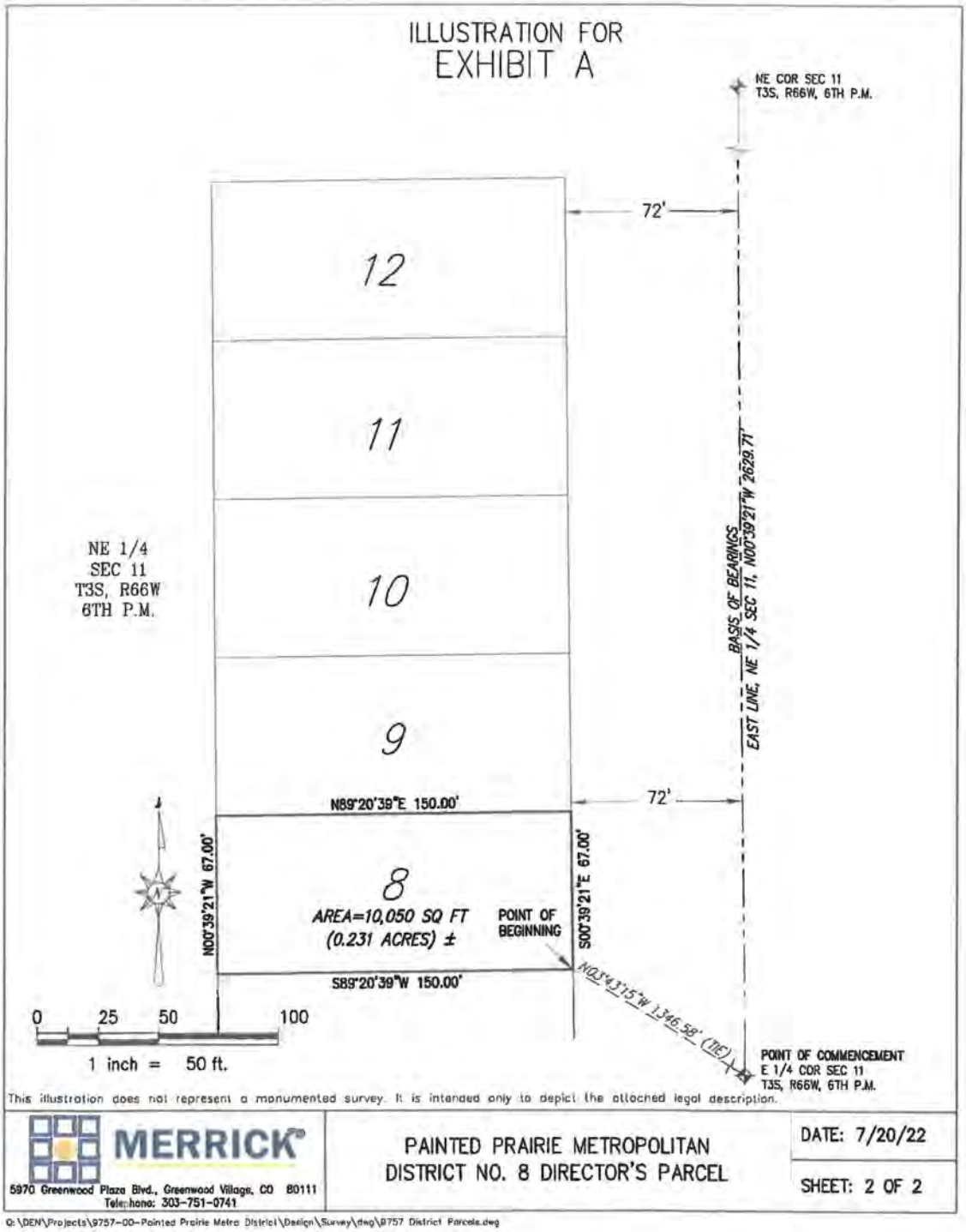

ILLUSTRATION FOR
EXHIBIT A
NE COR SEC 11
T3S, R66W, 6TH P.M.
72'
12
11
10
9
8
AREA=10,050 SQ FT
(0.231 ACRES) ±
NE 1/4
SEC 11
T3S, R66W
6TH P.M.
BASIS OF BEARINGS
EAST LINE, NE 1/4 SEC 11, N00°39'21"W 2629.71'
N89°20'39"E 150.00'
72'
N00°39'21"W 67.00'
S00°39'21"E 67.00'
POINT OF
BEGINNING
S89°20'39"W 150.00'
N03°43'15"W 1346.58' (TIE)
POINT OF COMMENCEMENT
E 1/4 COR SEC 11
T3S, R66W, 6TH P.M.
0
25
50
100
1 inch = 50 ft.
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
PAINTED PRAIRIE METROPOLITAN
DISTRICT NO. 8 DIRECTOR'S PARCEL
DATE: 7/20/22
SHEET: 2 OF 2
O:\DEN\Projects\9757-00-Painted Prairie Metro District\Design\Survey\dwg\9757 District Parcels.dwg

EXHIBIT A

NE 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 NORTHEAST 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 EAST LINE OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING N00°39'21"W BETWEEN THE EAST QUARTER CORNER OF SAID SECTION 11 AND THE NORTHEAST 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 EAST QUARTER CORNER OF SECTION 11;
THENCE N03°43'15"W A DISTANCE OF 1346.58 FEET TO A POINT ON A LINE BEING 72.00 FEET WESTERLY OF AN PARALLEL WITH SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 11, SAID POINT BEING THE **POINT OF BEGINNING**;
THENCE S89°20'39"W A DISTANCE OF 150.00 FEET;
THENCE N00°39'21"W A DISTANCE OF 67.00 FEET;
THENCE N89°20'39"E A DISTANCE OF 150.00 FEET TO A POINT ON SAID PARALLEL LINE;
THENCE S00°39'21"E ALONG SAID PARALLEL LINE A DISTANCE OF 67.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 10,050 SQUARE FEET (0.231 ACRES), MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: JULY 20, 2022
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

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

PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 9 DIRECTOR'S PARCEL

DATE: 7/20/22

SHEET: 1 OF 2

D:\DEN\Projects\97S7-00-Painted Prairie Metro District\Design\Survey\dwg\97S7 District Parcels.dwg

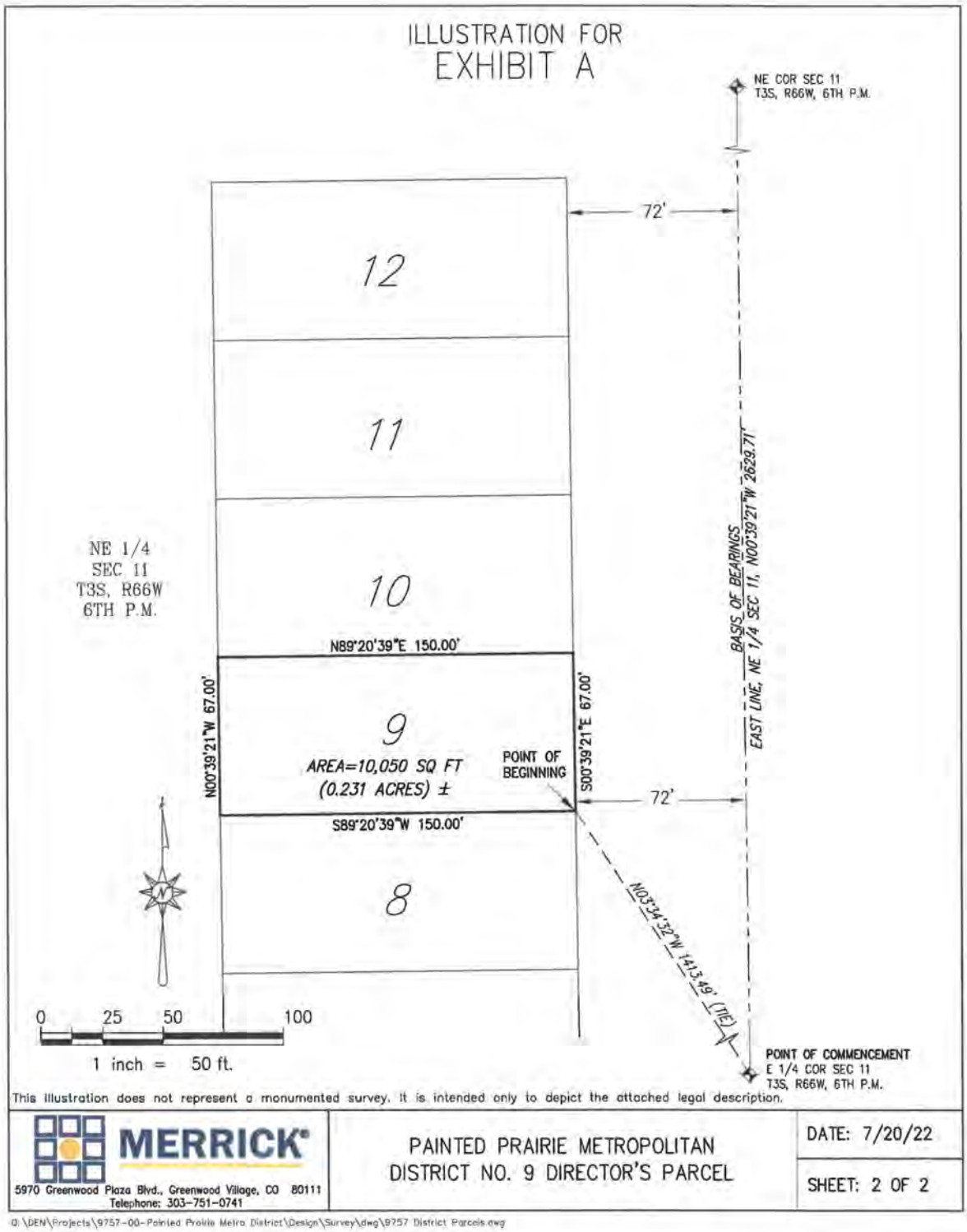
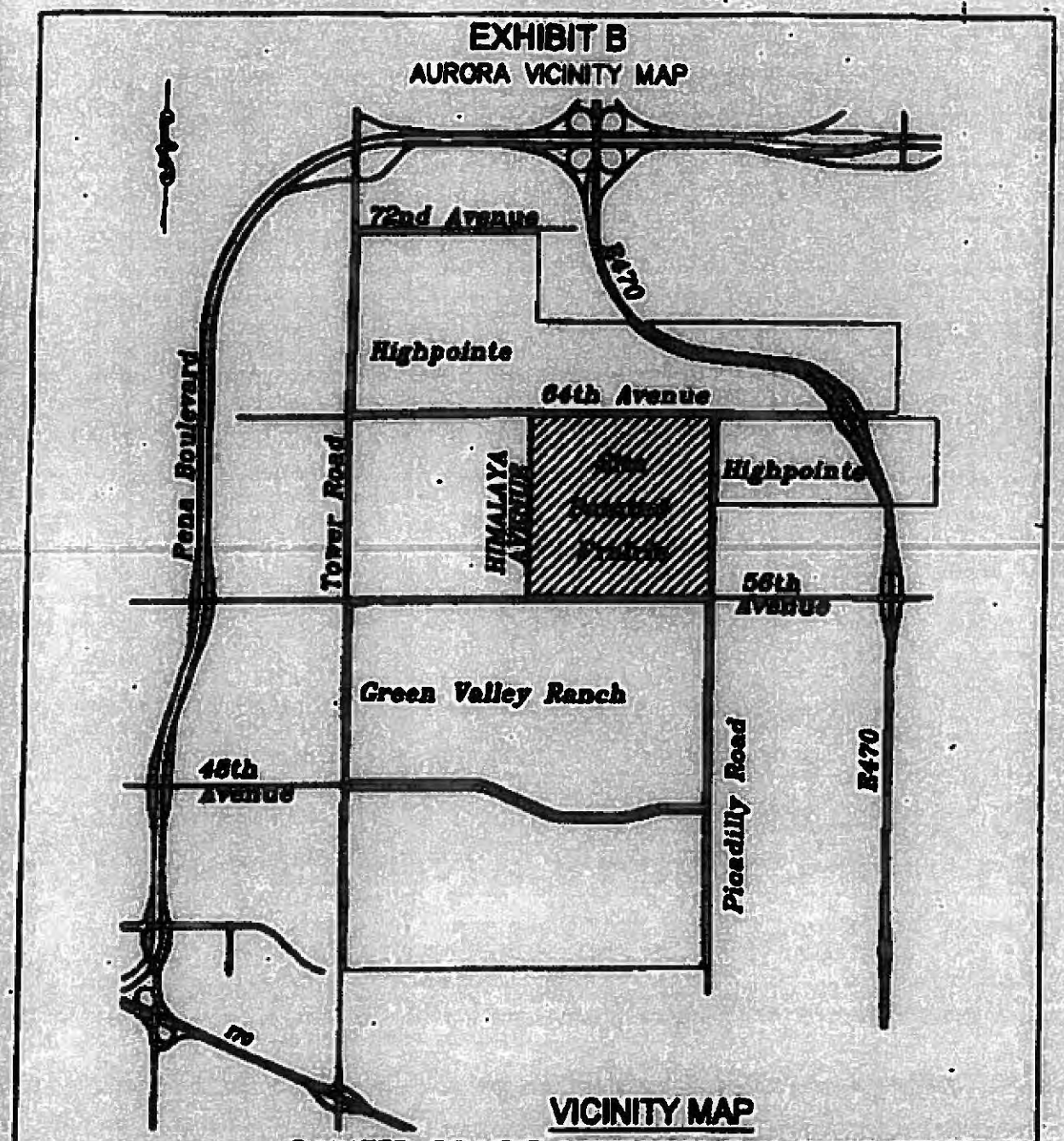

ILLUSTRATION FOR
EXHIBIT A
NE COR SEC 11
T3S, R66W, 6TH P.M.
72'
12
11
10
9
8
NE 1/4
SEC 11
T3S, R66W
6TH P.M.
N89°20'39"E 150.00'
N00°39'21"W 67.00'
S00°39'21"E 67.00'
AREA=10,050 SQ FT
(0.231 ACRES) ±
POINT OF
BEGINNING
72'
S89°20'39"W 150.00'
BASIS OF BEARINGS
EAST LINE, NE 1/4 SEC 11, N00°39'21"W 2628.71'
N03°34'32"W 1413.49' (TIE)
POINT OF COMMENCEMENT
E 1/4 COR SEC 11
T3S, R66W, 6TH P.M.
0
25
50
100
1 inch = 50 ft.
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
PAINTED PRAIRIE METROPOLITAN
DISTRICT NO. 9 DIRECTOR'S PARCEL
DATE: 7/20/22
SHEET: 2 OF 2
O:\DEN\Projects\9757-00-Painted Prairie Metro District\Design\Survey\dwg\9757 District Parcels.dwg

EXHIBIT B

Aurora Vicinity Map

EXHIBIT B

AURORA VICINITY MAP



VICINITY MAP

PAINTED PRAIRIE METROPOLITAN DISTRICT Nos. 1-9

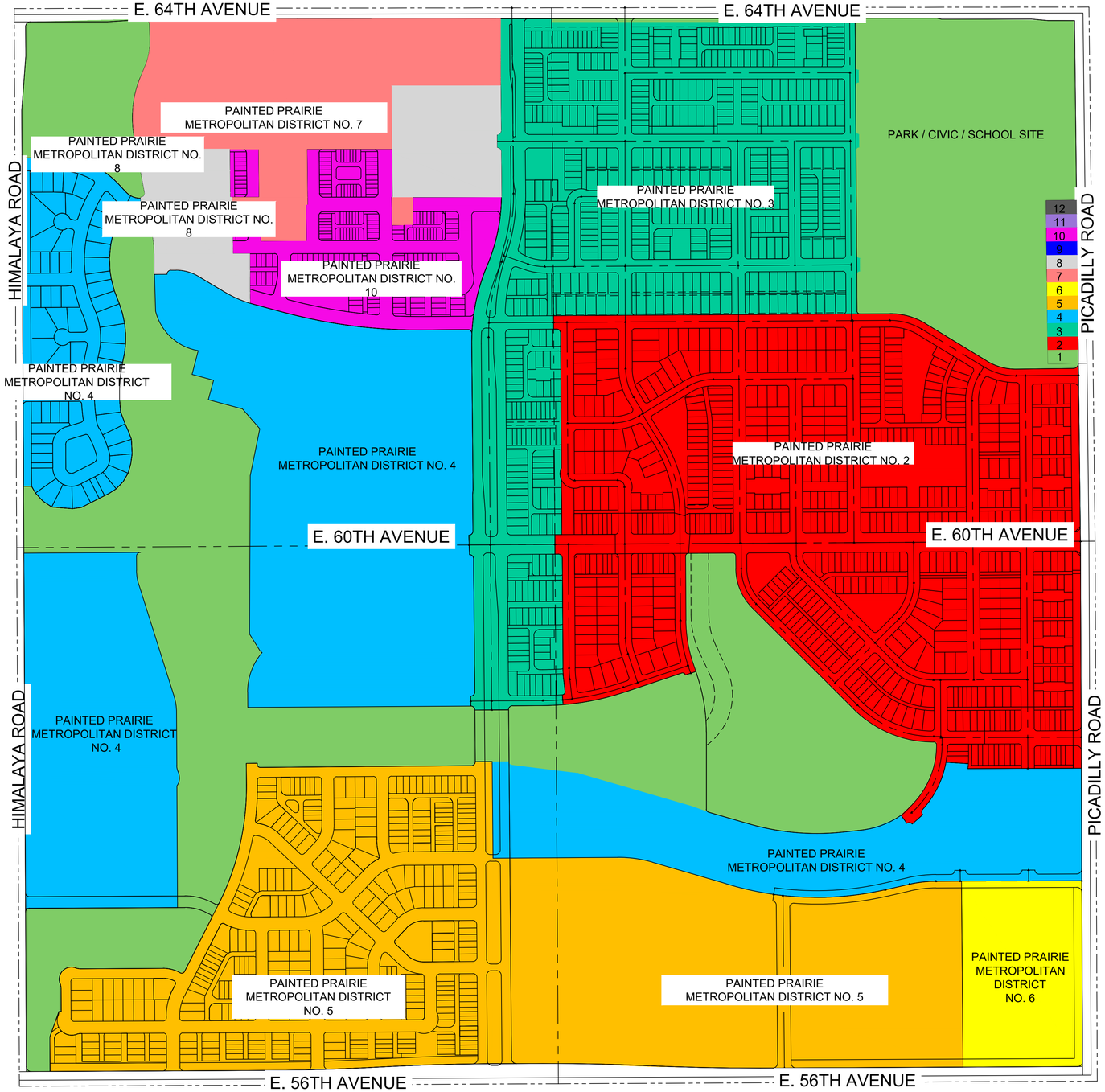
SCALE: 1" = 4000'

Stantec Consulting Inc.
2135 South Cherry St. Ste 310
Denver, CO
80222
Tel. 303.758.4055
Fax. 303.758.4929
www.stantec.com

Stantec

EXHIBIT C-1

Initial District Boundary Maps



300 150 0 300 600

SCALE: 1" = 300'

- DISTRICT 1
- DISTRICT 2
- DISTRICT 3
- DISTRICT 4
- DISTRICT 5
- DISTRICT 6
- DISTRICT 7
- DISTRICT 8
- DISTRICT 9
- DISTRICT 10
- DISTRICT 11
- DISTRICT 12
- SCHOOL / CIVIC PARK

MERRICK®

PAINTED PRAIRIE METRO DISTRICT MAP

DATE: 5/15/2025

SHEET:

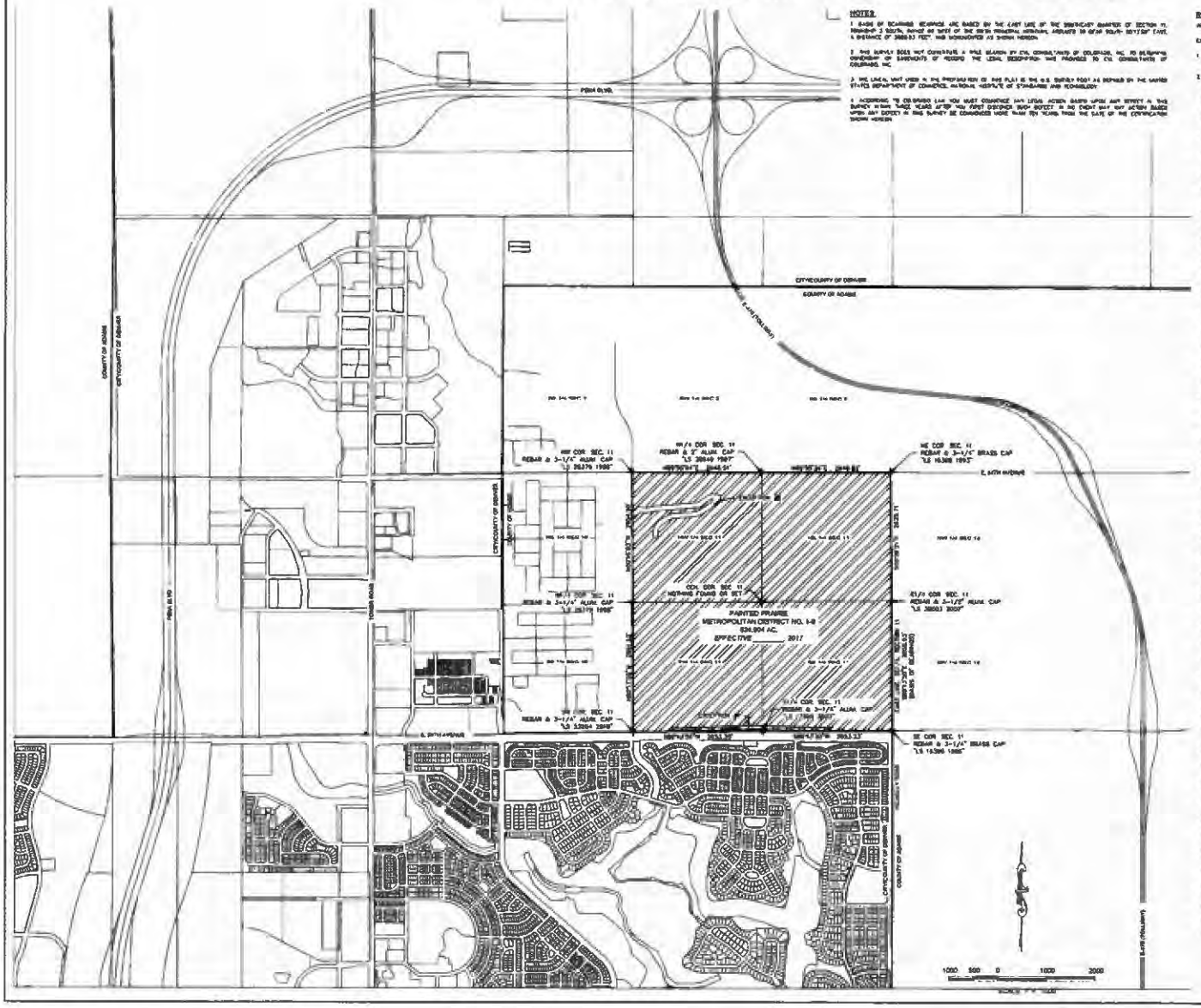
1099

EXHIBIT C-2

Inclusion Area Boundary Map

PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 1 - 9 INCLUSION MAP - NO. _____

A PART OF THE EAST HALF OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO



NOTES:

1. BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ASSUMED TO BEAR SOUTH 00°17'39" EAST, A DISTANCE OF 2669.53 FEET, AND MONUMENTED AS SHOWN HEREON.

2. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY CTL CONSULTANTS OF COLORADO, INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. THE LEGAL DESCRIPTION WAS PROVIDED TO CTL CONSULTANTS OF COLORADO, INC.

3. THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

4. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

INCLUSION LEGAL DESCRIPTION:

ALL OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

EXCEPTING THEREFROM THE FOLLOWING TWO (2) PARCELS OF LAND:

1. THAT PART OF SECTION 11 CONVEYED TO THE DENVER METROPOLITAN SPECIALTY IN CASE CLAIM HOLD RECORDED MARCH 11, 2005 UNDER RECEPTION NO. 2005031000027730 IN THE OFFICIAL RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER.

2. A PARCEL OF LAND BEING A PART OF THE HORNING CANAL AS DESCRIBED IN DEED RECORDED IN BOOK 204 AT PAGE 209 IN THE RECORDS OF THE CITY AND COUNTY OF DENVER CLERK AND RECORDER, SAID EXCEPTED PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 11, FROM WHENCE THE NORTHWEST CORNER OF SAID SECTION 11 BEARS NORTH 90°00'00" WEST, A DISTANCE OF 1305.65 FEET AND CONSIDERING THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11, TO BEAR NORTH 89°50'31" WEST, A DISTANCE OF 2634.20 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO, SAID POINT BEING A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2834.93 FEET, A CENTRAL ANGLE OF 7°43'10", AN ARC LENGTH OF 380.97 FEET, THE CHORD OF WHICH BEARS NORTH 89°40'56" EAST, 380.69 FEET;

THENCE NORTH 54°09'36" EAST, A DISTANCE OF 164.46 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 347.79 FEET, A CENTRAL ANGLE OF 29°17'33", AN ARC LENGTH OF 177.79 FEET, THE CHORD OF WHICH BEARS NORTH 79°44'43" EAST, 175.83 FEET;

THENCE NORTH 26°33'50" EAST, A DISTANCE OF 363.88 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2334.93 FEET, A CENTRAL ANGLE OF 5°38'02", AN ARC LENGTH OF 87.93 FEET, THE CHORD OF WHICH BEARS NORTH 74°08'35" EAST, 94.89 FEET;

THENCE NORTH 01°49'24" EAST, A DISTANCE OF 190.15 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 344.29 FEET, A CENTRAL ANGLE OF 33°39'05", AN ARC LENGTH OF 202.30 FEET, THE CHORD OF WHICH BEARS NORTH 88°56'42" EAST, 199.44 FEET;

THENCE NORTH 26°03'49" EAST, A DISTANCE OF 5.41 FEET;

THENCE NORTH 87°54'34" WEST, A DISTANCE OF 2.66 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 66.78 FEET, A CENTRAL ANGLE OF 30°59'39", AN ARC LENGTH OF 36.13 FEET, THE CHORD OF WHICH BEARS SOUTH 76°34'37" WEST, 35.69 FEET;

THENCE SOUTH 26°14'56" WEST, A DISTANCE OF 63.11 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 00°47'09", AN ARC LENGTH OF 34.22 FEET, THE CHORD OF WHICH BEARS SOUTH 34°23'30" WEST, 34.22 FEET;

THENCE SOUTH 44°34'56" WEST, A DISTANCE OF 70.27 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 54.00 FEET, A CENTRAL ANGLE OF 36°30'17", AN ARC LENGTH OF 34.41 FEET, THE CHORD OF WHICH BEARS SOUTH 62°51'05" WEST, 33.83 FEET;

THENCE NORTH 81°11'24" WEST, A DISTANCE OF 109.36 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 10°35'25", AN ARC LENGTH OF 18.49 FEET, THE CHORD OF WHICH BEARS SOUTH 86°31'07" WEST, 18.34 FEET;

THENCE SOUTH 75°13'54" WEST, A DISTANCE OF 122.66 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 90°34'11", AN ARC LENGTH OF 165.64 FEET, THE CHORD OF WHICH BEARS NORTH 60°34'56" WEST, 109.16 FEET;

THENCE NORTH 75°52'09" WEST, A DISTANCE OF 32.93 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 157.00 FEET, A CENTRAL ANGLE OF 26°06'15", AN ARC LENGTH OF 71.53 FEET, THE CHORD OF WHICH BEARS SOUTH 48°39'28" WEST, 70.93 FEET;

THENCE SOUTH 89°56'21" WEST, A DISTANCE OF 110.00 FEET TO A POINT ON THE WEST LINE OF SAID NORTH-WEST QUARTER;

THENCE NORTH 89°56'00" WEST ALONG SAID WEST LINE, A DISTANCE OF 108.49 FEET;

THENCE NORTH 89°56'21" EAST, A DISTANCE OF 73.54 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 27.00 FEET, A CENTRAL ANGLE OF 48°25'54", AN ARC LENGTH OF 22.96 FEET, THE CHORD OF WHICH BEARS NORTH 13°44'52" EAST, 22.27 FEET TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 65.97 FEET, A CENTRAL ANGLE OF 87°34'09", AN ARC LENGTH OF 100.84 FEET, THE CHORD OF WHICH BEARS NORTH 54°33'51" EAST, 91.32 FEET;

THENCE SOUTH 77°52'05" EAST, A DISTANCE OF 48.65 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 313.91 FEET, A CENTRAL ANGLE OF 29°34'11", AN ARC LENGTH OF 169.62 FEET, THE CHORD OF WHICH BEARS SOUTH 28°34'36" EAST, 168.67 FEET;

THENCE NORTH 76°42'58" EAST, A DISTANCE OF 133.66 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 389.93 FEET, A CENTRAL ANGLE OF 09°36'31", AN ARC LENGTH OF 35.00 FEET, THE CHORD OF WHICH BEARS NORTH 82°51'01" EAST, 34.99 FEET;

THENCE NORTH 89°01'26" EAST, A DISTANCE OF 674.91 FEET;

THENCE NORTH 45°34'56" EAST, A DISTANCE OF 77.66 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 565.65 FEET, A CENTRAL ANGLE OF 10°17'05", AN ARC LENGTH OF 101.55 FEET, THE CHORD OF WHICH BEARS NORTH 51°04'30" EAST, 101.42 FEET;

THENCE NORTH 56°16'57" EAST, A DISTANCE OF 62.41 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1139.74 FEET, A CENTRAL ANGLE OF 06°36'37", AN ARC LENGTH OF 131.44 FEET, THE CHORD OF WHICH BEARS NORTH 79°45'42" EAST, 131.36 FEET;

THENCE SOUTH 26°34'24" EAST, A DISTANCE OF 91.24 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 48.50 FEET, A CENTRAL ANGLE OF 120°44'41", AN ARC LENGTH OF 101.46 FEET, THE CHORD OF WHICH BEARS SOUTH 21°39'04" EAST, 83.28 FEET;

THENCE SOUTH 39°55'35" WEST, A DISTANCE OF 68.65 FEET TO A POINT ON A CURVE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 744.28 FEET, A CENTRAL ANGLE OF 23°38'39", AN ARC LENGTH OF 306.99 FEET, THE CHORD OF WHICH BEARS SOUTH 58°36'47" WEST, 304.83 FEET;

THENCE SOUTH 01°45'56" WEST, A DISTANCE OF 109.99 FEET TO A POINT ON CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 20°39'00", AN ARC LENGTH OF 126.16 FEET, THE CHORD OF WHICH BEARS SOUTH 24°05'56" WEST, 125.50 FEET;

THENCE SOUTH 89°53'26" WEST, A DISTANCE OF 39.69 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 312.75 FEET, A CENTRAL ANGLE OF 39°17'33", AN ARC LENGTH OF 199.36 FEET, THE CHORD OF WHICH BEARS SOUTH 71°14'43" WEST, 195.39 FEET;

THENCE SOUTH 51°36'56" WEST, A DISTANCE OF 164.46 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 312.62 FEET, A CENTRAL ANGLE OF 74°58'08", AN ARC LENGTH OF 353.37 FEET, THE CHORD OF WHICH BEARS SOUTH 19°08'08" WEST, 328.86 FEET;

THENCE SOUTH 56°39'04" EAST, A DISTANCE OF 13.76 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTH HALF;

THENCE SOUTH 89°49'27" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 1165.64 FEET TO THE POINT OF BEGINNING.

SAID SECTION 11, LESS EXCEPTIONS, CONTAINING A CALCULATED AREA OF 27,656,411 SQUARE FEET OR 634.934 ACRES, MORE OR LESS.

10333 E. Dry Creek Rd
Suite 240
Englewood, CO 80112
Tel: (720) 493-2020
Fax: (720) 493-2040

EXHIBIT D

Intergovernmental Agreement between the Districts and Aurora

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF AURORA, COLORADO
AND
PAINTED PRAIRIE METROPOLITAN DISTRICT NOS. 1-9

THIS AGREEMENT is made and entered into as of this ___ day of _____, 2026, by and between the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado ("City"), and PAINTED PRAIRIE METROPOLITAN DISTRICT NOS. 1-9, 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' Service Plan approved by the City on _____, 2026 ("Service Plan"); and

WHEREAS, the 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 are parties to that certain Intergovernmental Agreement dated July 24, 2017 (the "Original Agreement"); and

WHEREAS, this Agreement (defined below) shall supersede and replace the Original Agreement; 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 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 not be authorized to operate and maintain any part or all of the Public Improvements, other than park and recreation improvements, unless the provision of such operation and maintenance is pursuant to an intergovernmental agreement with the City.

The Districts shall be authorized, but not obligated to, operate and maintain park and recreation improvements without an intergovernmental agreement with the City, provided that 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 an administrative fee as necessary to cover additional expenses associated with Non-District City residents to ensure that such costs are not the responsibility of District residents. All such Fees shall be based upon the Districts' determination that such Fees do not exceed reasonable annual market fee for users of such facilities. Notwithstanding the foregoing, all parks and trails shall be open to the general public and Non-District City residents free of charge.

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 Districts shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate

by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

8. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

9. Initial Debt. On or before the effective date of approval by the City of an Approved Development Plan (as defined in the 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. The Districts shall not issue Debt in excess of Nine Hundred Million Dollars ($900,000,000).

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 until such time as the Districts have approved and executed the IGA and approved the imposition of the Aurora Regional Improvement Mill Levy (as defined in the Service Plan) upon all taxable property located within the boundaries of the 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 District No. 6.

15. Bankruptcy. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

16. Dissolution. Upon an independent determination of the City Council that the purposes for which the 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.

17. Disclosure to Purchasers. 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 Districts 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. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the Districts imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

18. 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 Service Plan shall be deemed to be material modifications to the Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the Districts.

19. Multiple District Structure. It is anticipated that the Districts, collectively, will undertake the financing and construction of the improvements contemplated herein. Specifically, the Districts shall enter into an Intergovernmental Agreement 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 will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements.

20. Annual Report. The 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 Districts have been issued, pursuant to the City Code and containing the information set forth in Section VIII of the Service Plan.

21. 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 participation in the alternatives set forth in Section VI.A, B or C of the Service Plan.

The Taxing Districts shall impose the ARI Mill Levy and shall convey it as follows:

(a) If the Districts have executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the terms of which provide for the City to appoint no less than thirty percent (30%) and no more than forty-nine percent (49%) of the board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

(b) If the City and the Districts have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the Districts in accordance with such agreement; or

(c) If neither Section VI.A nor VI.B of the Service Plan is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under Section VI of the Service Plan and shall not expend such revenue until an intergovernmental agreement is executed between the Districts establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the Service Plan by the City and neither Section VI.A nor VI.B of the Service Plan have occurred within two (2) years from the date of the approval of

the Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the Districts as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, the Districts may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI.B of the Service Plan. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Sections VI.A, B, or C of the Service Plan, unless the City has agreed otherwise in writing; provided, however, in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. The Districts shall cease to be obligated to impose, collect and convey to the City the revenue from the ARI Mill Levy described in Section VI of the Service Plan at such time as the area within the Districts' boundaries are included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements.

22. Maximum Debt Mill Levy. The "Maximum Debt Mill Levy" shall be the maximum mill levy the Districts are 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 Districts' Debt which exceeds fifty percent (50%) of the Districts' assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 of the Service Plan; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

(b) For the portion of any aggregate Districts' Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject

to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

(c) For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 of the Service Plan, so that the Districts are entitled to pledge to its payment an unlimited ad valorem mill levy, the Districts may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the Districts' 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 "Districts" as used herein shall be deemed to refer to the Districts and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

23. Maximum Debt Mill Levy Imposition Term. The Districts shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI of the Service Plan. Other than the ARI Mill Levy, the 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 Districts are residents of the Districts and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

24. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the Districts:
Painted Prairie Metropolitan District Nos. 1-9
c/o WBA, PC
2154 East Commons Avenue, Suite 2000
Centennial, CO 80122
Attn: Clint C. Waldron, Esq.
Phone: (303) 858-1800

To the City:
City of Aurora
15151 E. Alameda Pkwy., 5th Floor
Aurora, CO 80012
Attn: Peter A. Schulte, City Attorney
Phone: (303) 739-7030

Fax: (303) 739-7042

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

25. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

26. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

27. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

28. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

29. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

30. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

31. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the 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.

32. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

33. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

34. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

35. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

PAINTED PRAIRIE METROPOLITAN DISTRICT NOS. 1-9

By: _____
President

Attest:

_____
Secretary

CITY OF AURORA, COLORADO

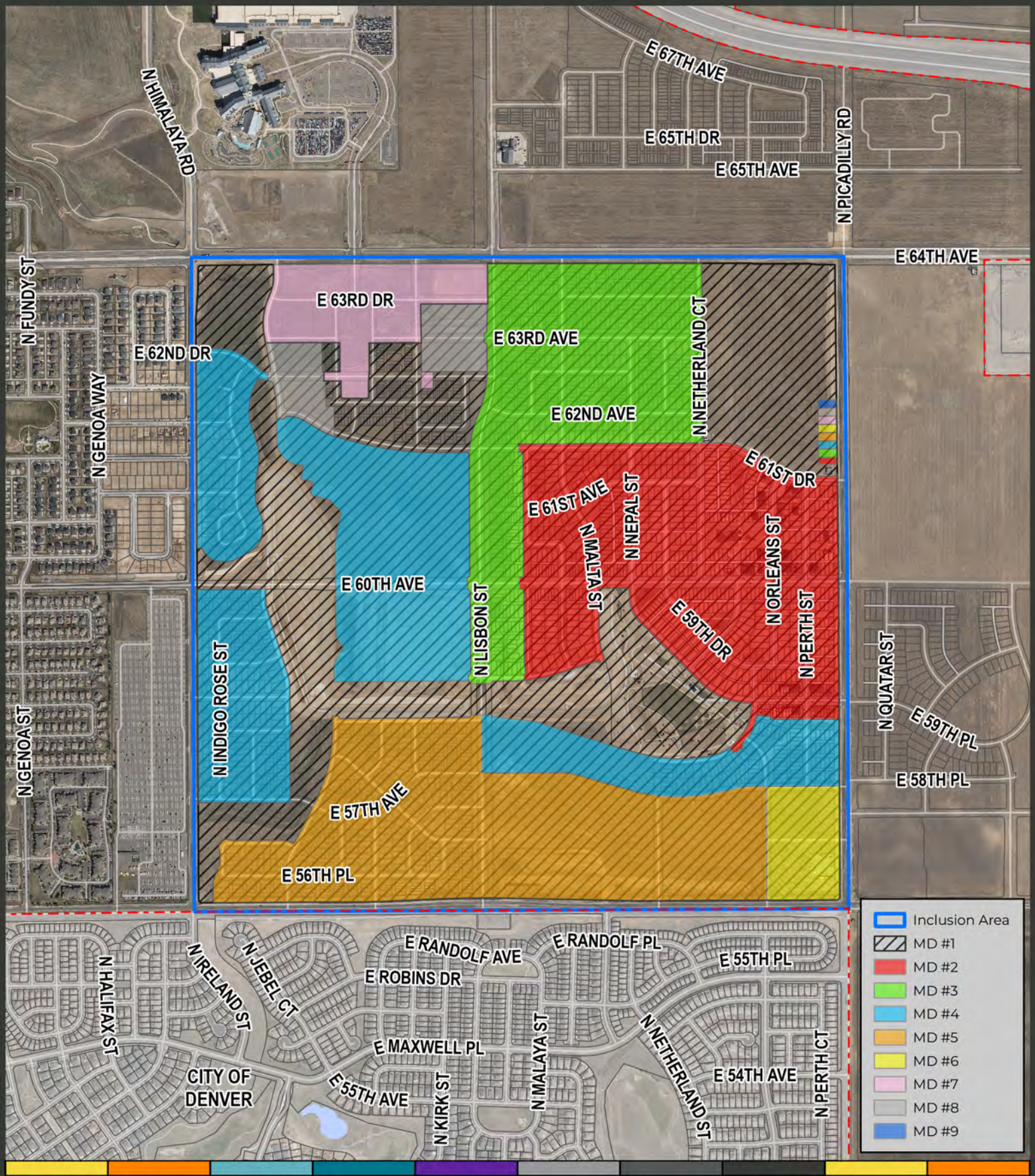
By: _____
MIKE COFFMAN, Mayor

Attest:

By: KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

_____
BRIAN J. RULLA, Assistant City Attorney



Planning and Business Development

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

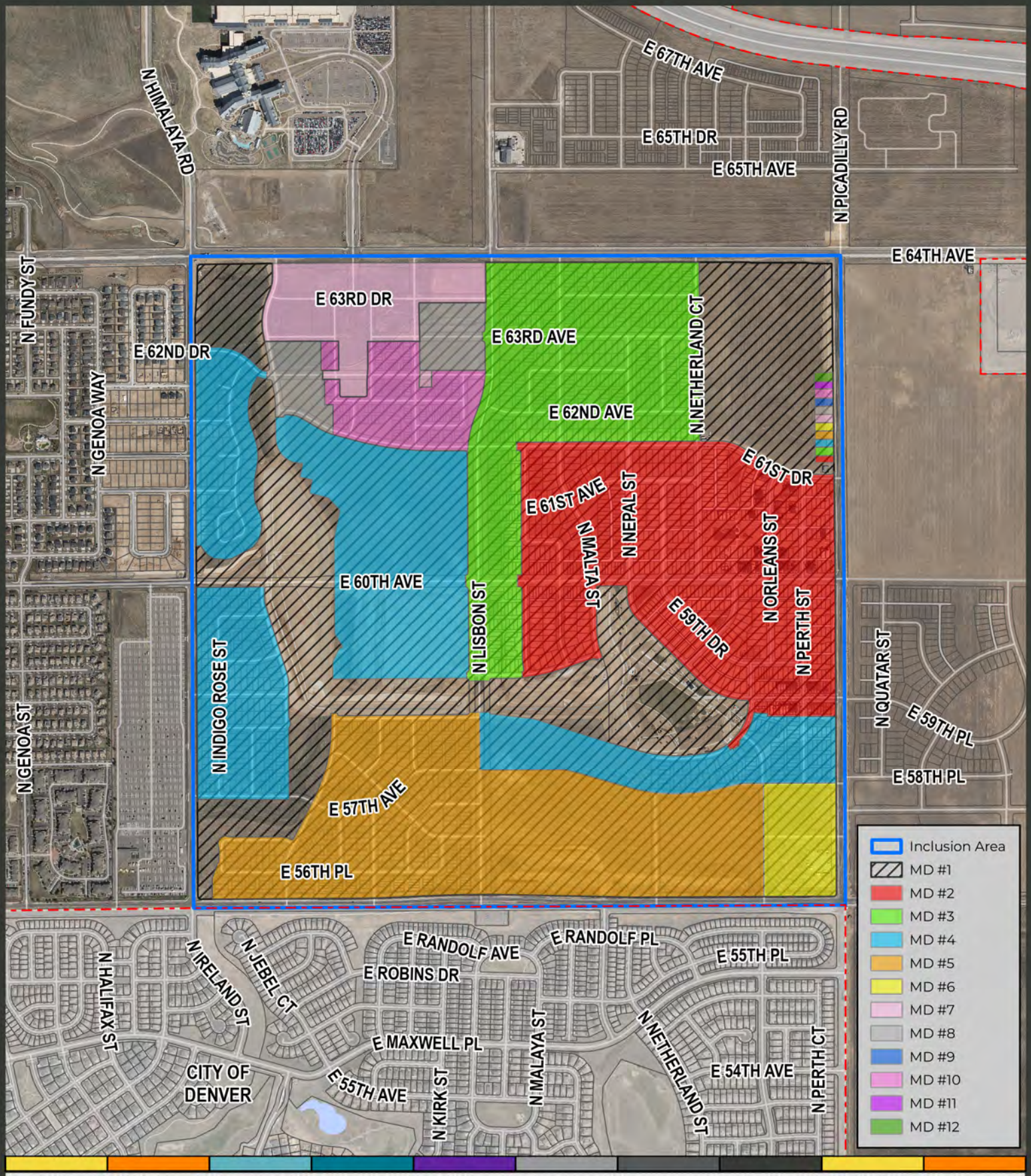
City of Aurora, Colorado

Painted Prairie Metropolitan Districts #1-9 and Inclusion Area

Miles 0 0.075 0.15

N W E S

1/28/2026 I:\GIS\ArcGIS_Pro_Projects\Planning\Jake C\2026\2794-2797_Michael Kerrigan\2796_PaintedPrairieMDs.aprx



Planning and Business Development

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

Miles 0 0.075 0.15

City of Aurora, Colorado

Painted Prairie Metropolitan Districts #1-12 and Inclusion Area

1/28/2026 I:\GIS\ArcGIS_Pro_Projects\Planning\Jake C\2026\2794-2797_Michael Kerrigan\2796_PaintedPrairieMDs.aprx

Zapata, Cecilia

Subject: FW: Painted Prairie Mill Levy Proposal_Objection

From: Alecia Wellen [redacted]
Sent: Monday, March 16, 2026 1:59 PM
To: City Clerk <CityClerk@auroragov.org>
Subject: Painted Prairie Mill Levy Proposal_Objection

This Message Is From an Untrusted Sender
You have not previously corresponded with this sender.

Report Suspicious

All,

Please accept this email as a formal objection to the proposed amendment to the consolidated service plans of special districts, specific to Painted Prairie.

I find a significant conflict of interest in having Chris Fellows serve as the Developer, work on behalf of the Metro District, and serve as the President of the Painted Prairie HOA. As the Developer, he needs to meet his obligations rather than pass costs on to homeowners, as this suggests.

I OBJECT to this proposal.

Thank you for your consideration,
Alecia Wellen

Zapata, Cecilia

Subject: FW: Objection to proposed Metro District Mill Levy Changes

From: Joanna Zemek [redacted]
Sent: Monday, March 16, 2026 11:08 PM
To: City Clerk <CityClerk@auroragov.org>
Subject: Objection to proposed Metro District Mill Levy Changes

This Message Is From an Untrusted Sender
You have not previously corresponded with this sender.

Report Suspicious

To whom it may concern,

I own a home in Painted Prairie and I OBJECT to the Metro District Mill Levy changes. According to our city council, the "benefits" listed are line items paid for by the Developer, the cost of which should absolutely NOT be passed to home owners in Painted Prairie.

We already pay high Metro district taxes. The developer needs to be held accountable for these fixes we've been waiting a LONG TIME for (ie, a stop light at Piccadilly and 56th, etc). I am whole-heartedly against the proposed Metro District Mill Levy changes.

Thank you.

Sincerely,
Joanna Zemek
[redacted]

CITY OF AURORA
Council Agenda Commentary

Item Title: Painted Prairie Metropolitan District Nos. 10-12 Service Plan Amendment (Ordinance)
Item Initiator: Michael Kerrigan, Special District Administrator, Development Services
Staff Source/Legal Source: Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Economically Strong: Building a conducive development climate, a diverse mix of industries and housing options, and fostering economic growth so that our community thrives and remains resilient.

COUNCIL MEETING DATES:

Study Session: 3/23/2026

Regular Meeting: 4/6/2026

2nd Regular Meeting (if applicable): 4/20/2026

Item requires a Public Hearing: ☒ Yes ☐ No

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

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

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

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item as Proposed at Policy Committee

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as Proposed at Study Session

☐ Information Only

☐ Approve Item as Proposed at Regular Meeting

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 2/26/2026

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

☒ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

The Painted Prairie Metropolitan District Nos. 10-12 ("Districts") are located in Adams County bounded between Himalaya Ave. and Picadilly Road on the west and east respectively; and by 56th Ave. 64th Avenue on the south and north respectively. The Districts were established to finance and construct the public improvements that benefit the citizens of the District for the project known as Painted Prairie. City Council first approved a service plan for District Nos. 10-12 in 2019. The property that the Districts serve includes residential and commercial property uses.

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

This ordinance is a request to approve the amended and restated consolidated Service Plan for the Painted Prairie Metropolitan District Nos. 10-12 Service Plan; additionally, this ordinance will approve and authorize the execution of an amended and restated intergovernmental agreement between the City of Aurora, Colorado and the Painted Prairie Metropolitan District Nos. 10-12. The Painted Prairie Metropolitan District Nos. 2-10 are currently a party to that certain proposed establishment agreement to create the Fletcher Regional Improvement Authority ("FRIA"). FRIA requires its members to pursue an amendment to their respective service plans to comply with the FRIA Establishment Agreement.

Significant changes to the Service Plan include:

- Change definition of ARI Mill Levy.
    - Removes the tiering concept in favor of a flat ARI Mill Levy.
    - ARI Mill Levy shall be 5 mills plus any applicable Mill Levy Adjustment.
- Added definition of ARI Mill Levy Agreement to be an IGA between the Districts and an ARI Authority regarding the imposition, collection, and transfer of ARI Mill Levies.

FISCAL IMPACT

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

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

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

N/A

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does the Council support approval of the ordinance and wish to forward this item to City Council Meeting as proposed?

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)

ORDINANCE NO. 2026- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE AMENDED AND RESTATED CONSOLIDATED SERVICE PLAN FOR PAINTED PRAIRIE METROPOLITAN DISTRICT NOS. 10-12

WHEREAS, the City Council (the "City Council") of the City of Aurora, Colorado (the "City") previously approved the Consolidated Service Plan on August 5, 2019 (the "Service Plan") for the Painted Prairie Metropolitan District Nos. 10-12 (the "Districts"); and

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 Consolidated Service Plan (the "Amended and Restated Consolidated Service Plan") for the Districts has been submitted to the City Council; 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 Amended and Restated 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 Districts; and

WHEREAS, the Aurora Regional Improvement mill levy 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 in the Districts' regional area; and

WHEREAS, the Amended and Restated Consolidated Service Plan provides that the definition of "ARI Master Plan": "means one or more capital improvement plans established pursuant to an ARI 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;" and

WHEREAS, the Amended and Restated Consolidated Service Plan further provides that the definition of "ARI Mill Levy": "means the mill levy imposed for payment of the costs of planning, design, permitting, construction, acquisition and financing of the improvements

described in an ARI Master Plan, which shall be five (5) mills, plus the applicable Mill Levy Adjustment, provided that if an ARI Establishment Agreement has been entered into, the imposition, commencement year, duration, and collection of the ARI Mill Levy shall be as set forth in such agreement. If no such agreement has been entered into, the ARI Mill Levy shall be imposed beginning in the first year after approval of this Amended and Restated Service Plan and continuing in each year thereafter, including but not limited to as set forth in the ARI Mill Levy Agreement;" and

WHEREAS, the Districts intend to enter into an ARI Establishment Agreement after the passage of this Ordinance; and

WHEREAS, the City Council has considered the Amended and Restated Consolidated Service Plan and all other testimony and evidence presented at the hearing; and

WHEREAS, the City Council finds that the Amended and Restated Consolidated 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 Consolidated Service Plan for the Districts 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 Amended and Restated Consolidated 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 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 Consolidated 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 Consolidated Service Plan is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area; and

i. The creation of the District will be in the best interests of the area proposed to be served.

Section 3. The City Council hereby approves the Amended and Restated Consolidated Service Plan for the Districts as submitted.

Section 4. The ARI Master Plan and ARI Mill Levy defined in this Amended and Restated Consolidated Service Plan applies only to Painted Prairie Metropolitan District Nos. 10-12. In all other instances the definition of ARI Mill Levy in City Code §122-26 shall remain in full force and effect.

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

Section 6. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

Section 7. Future amendments to the Intergovernmental Agreement Between the City and the District as well as amendments to the Service Plan shall be by resolution.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2026.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2026.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: _____ RLA
BRIAN J. RULLA, Sr. Assistant City Attorney

Megan J. Murphy
Shareholder

303-858-1800
mmurphy@wbapc.com

January 26, 2026

VIA EMAIL
Michael Kerrigan
Special District Administrator, Office of Development Assistance
City of Aurora
Office of Development Assistance
mkerriga@auroragov.org

Re: Transmittal Letter
Painted Prairie Metropolitan District Nos. 1-12

Dear Mr. Kerrigan:

WBA, PC serves as general counsel to Painted Prairie Metropolitan District Nos. 1-12 (collectively, the "**Districts**").

Painted Prairie Metropolitan District No. 2 ("**District No. 2**"), Painted Prairie Metropolitan District No. 3 ("**District No. 3**"), Painted Prairie Metropolitan District No. 4 ("**District No. 4**"), Painted Prairie Metropolitan District No. 5 ("**District No. 5**"), Painted Prairie Metropolitan District No. 6 ("**District No. 6**"), Painted Prairie Metropolitan District No. 7 ("**District No. 7**"), Painted Prairie Metropolitan District No. 8 ("**District No. 8**"), Painted Prairie Metropolitan District No. 9 ("**District No. 9**"), and Painted Prairie Metropolitan District No. 10 ("**District No. 10**" and together with District No. 2, District No. 3, District No. 4, District No. 5, District No. 6, District No. 7, District No. 8, and District No. 9 collectively, "**District Nos. 2-10**"), along with other metropolitan districts in the City of Aurora, are proposing to enter into that certain Fletcher Regional Improvement Authority Establishment Agreement (the "**FRIA Establishment Agreement**") and are member districts of the Fletcher Regional Improvement Authority ("**FRIA**"). The FRIA Establishment Agreement is considered an ARI Establishment Agreement and FRIA is considered an ARI Authority pursuant to the respective Service Plans for District Nos. 2-10.

Section 5.11 of the FRIA Establishment Agreement requires District Nos. 2-10 to exercise commercial best efforts to submit to the City of Aurora (the "**City**") and pursue through approval one or more amendments to the respective Service Plans as are necessary to comply with the FRIA Establishment Agreement.

The Districts therefore respectfully request approval of the Second Amended and Restated Consolidated Service Plan for Painted Prairie Metropolitan District Nos. 1-9 and Amended and Restated Consolidated Service Plan for Painted Prairie Metropolitan District Nos. 10-12

(collectively, the "**Service Plans**") to facilitate the funding of additional Regional Improvements for the benefit of District Nos. 2-10, the other metropolitan districts that are parties to the FRIA Establishment Agreement, and their collective and respective residents, owners, taxpayers and constituents.

Enclosed with this letter are the following documents: (1) Service Plans with all changes in redline; (2) Service Plan with all changes accepted; and (3) Service Plans with all changes accepted and exhibits included.

Some of the Districts have residents and the Boards of Directors of the Districts have discussed the Service Plans, ARI Mill Levy changes, and FRIA membership at Board meetings throughout 2025. Additionally, these topics were discussed at a developer forum held on January 21, 2026. The Painted Prairie homeowners association is planning to mail a notice of these topics to all homeowners on February 2, 2026. The Districts will also provide the legally required notice of the public hearing on the Service Plans once that date has been set. Both notices that are sent to residents will be posted on the Districts' website (https://www.paintedprairiemetrodistrict.com/).

Pursuant to the City of Aurora's "Submittal Instructions for Filing of Proposed Service Plan" (the "**Instructions**"), please find the following information:

Metro district name	• Painted Prairie Metropolitan District No. 1 • Painted Prairie Metropolitan District No. 2 • Painted Prairie Metropolitan District No. 3 • Painted Prairie Metropolitan District No. 4 • Painted Prairie Metropolitan District No. 5 • Painted Prairie Metropolitan District No. 6 • Painted Prairie Metropolitan District No. 7 • Painted Prairie Metropolitan District No. 8 • Painted Prairie Metropolitan District No. 9 • Painted Prairie Metropolitan District No. 10 • Painted Prairie Metropolitan District No. 11 • Painted Prairie Metropolitan District No. 12
Contact information, including name, address, phone and email address for Metro District Counsel submitting Service Plan	WBA, PC Attention: Clint Waldron 2154 East Commons Avenue, Suite 2000 Centennial, CO 80112 Phone: 303-858-1800 Email: cwaldron@wbapc.com
Contact information, including name, address, phone and	Boards of Directors of Painted Prairie Metropolitan District Nos. 1-12 c/o WBA, PC Attention: Clint Waldron 2154 East Commons Avenue, Suite 2000

email address for Petitioner	Centennial, CO 80112 Phone: 303-858-1800 Email: cwaldron@wbapc.com
Contact information, including name, address, phone and email address for Owner/developer of land	We are unable to provide this information because there are many individuals and homebuilders that own land within the boundaries of the Districts. The developer of Painted Prairie is: Painted Prairie Owner, LLC Attention: Don Provost 10100 Santa Monica Blvd, Suite 1000, Los Angeles, CA 90067 Phone: 303-771-4004 dgp@albdev.com
Form of Service Plan	• Second Amended and Restated Consolidated Service Plan for Painted Prairie Metropolitan District Nos. 1-9 • Amended and Restated Consolidated Service Plan for Painted Prairie Metropolitan District Nos. 10-12
Type of Development	• Painted Prairie Metropolitan District No. 1 – overlay includes entire project • Painted Prairie Metropolitan District No. 2 - residential • Painted Prairie Metropolitan District No. 3 – residential • Painted Prairie Metropolitan District No. 4 – residential • Painted Prairie Metropolitan District No. 5 – residential • Painted Prairie Metropolitan District No. 6 – multi-family • Painted Prairie Metropolitan District No. 7 – commercial • Painted Prairie Metropolitan District No. 8 – multi-family • Painted Prairie Metropolitan District No. 9 - commercial • Painted Prairie Metropolitan District No. 10 - residential • Painted Prairie Metropolitan District No. 11 – residential • Painted Prairie Metropolitan District No. 12 - residential
State of Aurora development review process on development plans	The Service Area has been annexed into the City of Aurora and construction development is ongoing.
Justification for petitioner's request to	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

City Council to approve District	financing of the public improvements needed for Painted Prairie to be provided in the most economic manner possible.
Statement Certifying Compliance with the Aurora Model Service Plan	The proposed service plans are an exact copy of the current service plans with changes requested by the City shown in redline.
Statement on the Debt Limit	The debt limits reported in Sections V.A.10 (Total Debt Issuance Limitation) and VII.A. (Financial Plan – General) do not include any debt associated with regional improvements as described in the last sentence of VI.C.
Any special requests	None.
Summary Table	See below.

Second Amended and Restated Consolidated Service Plan for Painted Prairie Metropolitan District Nos. 1-9

Name of Metro District	Public Improvements	Debt Limit	Debt Limit includes ARI?	ARI Debt Limit	Total Debt Capacity	Organizing and Operating Reimbursement	1st year Operating & Maintenance
(Location in Service Plan)	VI.B.	VI.A.10	From transmittal letter	VI. C.	Calculate	VIII. I	VIII.I.
Painted Prairie Metropolitan District No. 1	$108,000,000	$900,000,000	No	$36,000,000	$936,000,000	$50,000	$50,000
Painted Prairie Metropolitan District No. 2	$108,000,000	$900,000,000	No	$36,000,000	$936,000,000	$50,000	$50,000
Painted Prairie Metropolitan District No. 3	$108,000,000	$900,000,000	No	$36,000,000	$936,000,000	$50,000	$50,000
Painted Prairie Metropolitan District No. 4	$108,000,000	$900,000,000	No	$36,000,000	$936,000,000	$50,000	$50,000
Painted Prairie Metropolita	$108,000,000	$900,000,000	No	$36,000,000	$936,000,000	$50,000	$50,000

n District No. 5							
Painted Prairie Metropolitan District No. 6	$108,000,000	$900,000,000	No	$36,000,000	$936,000,000	$50,000	$50,000
Painted Prairie Metropolitan District No. 7	$108,000,000	$900,000,000	No	$36,000,000	$936,000,000	$50,000	$50,000
Painted Prairie Metropolitan District No. 8	$108,000,000	$900,000,000	No	$36,000,000	$936,000,000	$50,000	$50,000
Painted Prairie Metropolitan District No. 9	$108,000,000	$900,000,000	No	$36,000,000	$936,000,000	$50,000	$50,000

Amended and Restated Consolidated Service Plan for Painted Prairie Metropolitan District Nos. 10-12

Name of Metro District	Public Improvements	Debt Limit	Debt Limit includes ARI? Yes or No	ARI Debt Limit	Total Debt Capacity	Organizing and Operating Reimbursement	1st year Operating & Maintenance
(Location in Service Plan)	VI.B.	VI.A.10	From transmittal letter	VI. C.	Calculate	VIII. I	VIII.I.
Painted Prairie Metropolitan District No. 10	$120,000,000	$300,000,000	No	$12,000,000	$312,000,000	$50,000	$50,000
Painted Prairie Metropolitan District No. 11	$120,000,000	$300,000,000	No	$12,000,000	$312,000,000	$50,000	$50,000
Painted Prairie Metropolitan District No. 12	$120,000,000	$300,000,000	No	$12,000,000	$312,000,000	$50,000	$50,000

Sincerely,

WBA, PC

Megan J. Murphy
Shareholder

Enclosures

AMENDED AND RESTATED CONSOLIDATED SERVICE PLAN
FOR

PAINTED PRAIRIE METROPOLITAN DISTRICT NOS. 10-12

CITY OF AURORA, COLORADO

Prepared

by

WBA, PC
2154 East Commons Avenue, Suite 2000
Centennial, Colorado 80122

Submitted February 3, 2026

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EXHIBIT A-2	Inclusion Area Legal Description
EXHIBIT B	Aurora Vicinity Map
EXHIBIT C-1	Initial Districts Boundary Maps
EXHIBIT C-2	Inclusion Area Boundary Map
EXHIBIT D	Intergovernmental Agreement between the Districts and Aurora

I. BACKGROUND

The City of Aurora approved the Consolidated Service Plan (the "Original Service Plan") for Painted Prairie Metropolitan District Nos. 10-12 (collectively, the "Districts") on August 5, 2019.

Since the time the Service Plan was approved, Painted Prairie Metropolitan District No. 10 ("District No. 10"), along with other metropolitan districts in the City of Aurora, have entered into that certain Fletcher Regional Improvement Authority Establishment Agreement (the "FRIA Establishment Agreement") and are member districts of the Fletcher Aurora Regional Improvement Authority ("FRIA"). The FRIA Establishment Agreement is considered an ARI Establishment Agreement and FRIA is considered an ARI Authority pursuant to the Service Plan, as those terms are defined in the Service Plan.

Section 5.11 of the FRIA Establishment Agreement requires District No. 10 to exercise commercial best efforts to submit to the City and pursue through approval one or more amendments to its Service Plan as are necessary to comply with the FRIA Establishment Agreement.

The Districts therefore respectfully requests approval of this Amended and Restated Consolidated Service Plan to facilitate the funding of additional Regional Improvements for the benefit of District No. 10, the other metropolitan districts that are parties to the FRIA Establishment Agreement, and their collective and respective residents, owners, taxpayers and constituents.

This Amended and Restated Consolidated Service Plan shall supersede and replace the Original Service Plan.

II. INTRODUCTION

A. Purpose and Intent.

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 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 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 these Public Improvements.

The Districts are not being created to provide ongoing operations and maintenance services other than as specifically set forth in this 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 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 VI.A.11. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax and Fee burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This 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 or from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy on commercial and residential properties and which shall not exceed the Maximum Debt Mill Levy Imposition Term on residential properties. It is the intent of this Service Plan to assure to the extent possible that no commercial or residential property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no property developed for a residential use bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the Districts. With regard to Regional Improvements, this Service Plan also provides for the Districts to pay a portion of the cost of regional infrastructure as part of ensuring that development and those that benefit from development pay for the associated costs.

III. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Agreed Upon Procedures Engagement: means an attestation 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 nonfinancial 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 Authority: means one or more Authorities established by an ARI Authority Establishment Agreement.

ARI Establishment Agreement: means an intergovernmental agreement establishing an ARI Authority which has, at minimum, Title 32 special districts from three (3) or more Approved Development Plan areas as parties to the Agreement.

ARI Master Plan: means one or more capital improvement plans established pursuant to the ARI Establishment Agreement or by one or more intergovernmental agreements between the Districts 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 the applicable Mill Levy Adjustment; provided that if an ARI Authority Establishment Agreement has been entered into, the imposition, commencement year, duration, and collection of the ARI Mill Levy shall be as set forth in such agreement. If no such agreement has been entered into, the ARI Mill Levy shall be imposed 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, including but not limited to as set forth in the ARI Mill Levy Agreement.

ARI Mill Levy Agreement: means the Intergovernmental Agreement Regarding Imposition, Collection and Transfer of ARI Mill Levies entered into by the Districts and an ARI Authority as may be amended from time to time.

Board: means the board of directors of one District or the boards of directors of all 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.

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.

District: means any one of the Painted Prairie Metropolitan District No. 10 through No. 12.

District No. 10: means the Painted Prairie Metropolitan District No. 10.

District No. 11: means the Painted Prairie Metropolitan District No. 11.

District No. 12: means the Painted Prairie Metropolitan District No. 12.

Districts: means District Nos. 10, 11, and 12 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.

Fees: means any fee imposed by the Districts for services, programs or facilities provided by the Districts, as described in Section VI.A.11 below.

Financial Plan: means the Financial Plan described in Section VIII which describes (i) how the Public Improvements are to be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

Inclusion Area Boundaries: means the boundaries of the area described in the Inclusion Area Boundary Map.

Inclusion Area Boundary Map: means the map attached hereto as **Exhibit C-2**, describing the property proposed for inclusion within one, but not any more than one, of the boundaries of the Districts.

Initial District Boundaries: means the boundaries of the area described in the Initial District Boundary Map.

Initial District Boundary Map: means the map 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 VIII.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 VIII.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 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.

Project: means the development or property commonly referred to as Painted Prairie.

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 VI 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 VII below.

Service Area: means the property within the Initial District Boundary Map and the Inclusion Area Boundary Map.

Service Plan: means this service plan for the Districts approved by City Council.

Service Plan Amendment: means an amendment to the Service Plan approved by City Council in accordance with the City's ordinance and the applicable state law.

Special District Act: means Section 32-1-101, et seq., of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real or personal property within the Service Area subject to ad valorem taxes imposed by the Districts.

IV. BOUNDARIES

The area of the Initial District Boundaries of each District includes approximately one-quarter acres (0.25) acres and the total area proposed to be included in the Inclusion Area Boundaries is approximately six-hundred thirty-four (634) acres. A legal description of the Initial District Boundaries is attached hereto as **Exhibit A-1** and a legal description of the Inclusion Area Boundaries is attached hereto as **Exhibit A-2**. 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**. 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.

V. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately six-hundred thirty-four (634) acres of developable land. The current assessed valuation of the Service Area is $0.00 for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The population of the Districts at build-out is estimated to be approximately one-thousand eight-hundred six (1,806) people.

Approval of this 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 Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan.

VI. 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.

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 Fee imposed by the Districts for access to such park and recreation improvements shall not result in Non-District Aurora residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the Districts. However, the Districts shall be entitled to impose an administrative Fee as necessary to cover additional expenses associated with Non-District Aurora residents to ensure that such costs are not the responsibility of Districts residents. All such Fees shall be based upon the Districts' determination that such Fees do not exceed reasonable annual market fees for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the Districts shall be open to the general public and Non-District Aurora residents, subject to the rules and regulations of the Districts as adopted from time to time. Trails which are interconnected with a city or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the Districts.

2. Fire Protection Limitation. The 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 Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

8. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

9. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the 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 Limitation. The Districts shall not issue Debt in excess of Three Hundred Million Dollars ($300,000,000).

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. 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 Painted Prairie Metropolitan District No. 6.

14. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

15. Service Plan Amendment Requirement. This Service Plan has been designed with sufficient flexibility to enable the 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

VI.A1-14 above or in Section VIII.B-G shall be deemed to be material modifications to this Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the 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 One-Hundred Twenty Million Dollars ($120,000,000).

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the City and shall be in accordance with the requirements of the Approved Development Plan. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

C. Multiple District Structure.

It is anticipated that the Districts, collectively, will undertake the financing and construction of the Public Improvements. The nature of the functions and services to be provided by each District shall be clarified in an intergovernmental agreement between and among the Districts. 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 Service Plan. Implementation of such intergovernmental agreement is essential to the orderly implementation of this Service Plan. Accordingly, any determination of any Board to set aside said intergovernmental agreement without the consent of all of the Districts shall be a material modification of the Service Plan. Said intergovernmental agreement may be amended by mutual agreement of the Districts without the need to amend this Service Plan.

VII. REGIONAL IMPROVEMENTS

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of participation in the alternatives set forth in Section VIIA, B or C below.

The Districts shall impose the ARI Mill Levy and shall convey it as follows:

A. If the Districts have executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the

terms of which provide for the City to appoint no less than thirty percent (30%) and no more than forty-nine percent (49%) of the board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

B. If the City and the Districts have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the Districts in accordance with such agreement; or

C. If neither Section VII.A nor VII.B above is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under this Section VII and shall not expend such revenue until an intergovernmental agreement is executed between the Districts establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the Service Plan by the City and neither Section VII.A nor VII.B above have occurred within two (2) years from the date of the approval of the Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the Districts as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, any District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VII.A and VII.B above. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Sections VIIA, B, or C set forth above, unless the City has agreed otherwise in writing; provided, however, in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. The Districts shall cease to be obligated to impose, collect and convey to the appropriate entity, as described above, the revenue from the ARI Mill Levy described in this Section VII 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 shall have the authority to issue Debt for the Regional Improvements, in an amount not to exceed Twelve Million Dollars ($12,000,000) 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.

VIII. 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 revenues derived from the Maximum Debt Mill Levy, Fees and other legally available revenues. The total Debt that the Districts shall be permitted to issue shall not exceed Three Hundred Million Dollars ($300,000,000) 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 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 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 VIII.C.2 below; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues

generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

2. For the portion of any aggregate 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 VIII.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.

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 VII. 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 and the City for Regional Improvements.

F. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

> By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the 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 Service Plan. Approval of this 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 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.

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, are anticipated to be Fifty Thousand Dollars ($50,000) per District, 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 is estimated to be Fifty Thousand Dollars ($50,000) per District, 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 their mill levy as necessary for provision of operation and maintenance services to their taxpayers and service users.

J. Agreed Upon Procedures Engagement.

For metropolitan 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 by the City 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 Agreed Upon Procedures Engagement.

IX. 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.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.

2. Intergovernmental Agreements with other governmental entities, either entered into or proposed as of December 31 of the prior year.

3. Copies of the 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 assessed valuation of the Districts for the current year.

8. Current year budget including a description of the Public Improvements to be constructed in such year.

9. Audit of the District's financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.

10. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.

11. Any inability of the 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.

X. 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.

XI. DISCLOSURE TO PURCHASERS

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 Districts 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. 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.

XII. 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 D**. The Districts shall approve the intergovernmental agreement in the form attached as **Exhibit D** at their first Board meeting after their organizational elections. 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 D** at the public hearing approving the Service Plan.

XIII. CONCLUSION

It is submitted that this 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 District is in the best interests of the area proposed to be served.

EXHIBIT A-1

Initial Districts Legal Descriptions

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----

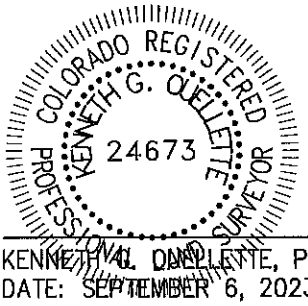
PROPERTY DESCRIPTION

TWO PARCELS 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.

PARCEL 1

COMMENCING AT SAID NORTH QUARTER CORNER OF SECTION 11;
THENCE S52°20'17"W A DISTANCE OF 1982.36 FEET TO THE **POINT OF BEGINNING**;
THENCE N00°29'13"W A DISTANCE OF 142.87 FEET;
THENCE N89°30'47"E A DISTANCE OF 139.63 FEET;
THENCE S00°29'13"E A DISTANCE OF 79.86 FEET;
THENCE N89°55'13"E A DISTANCE OF 222.01 FEET;
THENCE N00°29'13"W A DISTANCE OF 178.00 FEET;
THENCE N89°55'13"E A DISTANCE OF 7.50 FEET;
THENCE N00°29'13"W A DISTANCE OF 274.01 FEET;
THENCE N89°55'13"E A DISTANCE OF 420.52 FEET;
THENCE S00°29'13"E A DISTANCE OF 238.01 FEET;
THENCE S89°55'13"W A DISTANCE OF 4.00 FEET;
THENCE S00°29'13"E A DISTANCE OF 136.92 FEET;
THENCE N89°30'47"E A DISTANCE OF 58.00 FEET;
THENCE N00°29'13"W A DISTANCE OF 1.50 FEET;
THENCE N89°55'13"E A DISTANCE OF 43.56 FEET;
THENCE N00°04'47"W A DISTANCE OF 135.00 FEET;
THENCE N89°55'13"E NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 436.84 FEET;



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: SEPTEMBER 6, 2023
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

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

PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 10

DATE: 9/6/23

SHEET: 1 OF 4

Q:\DEN\Projects\9757-00-Painted Prairie Metro District\Design\Survey\dwg\9757 District Parcels 2023 per westwood plats.dwg

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

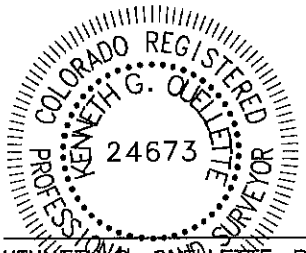
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 22°14'20", A RADIUS OF 889.50 FEET, A CHORD BEARING S11°41'26"W A DISTANCE OF 343.09 FEET, AND AN ARC DISTANCE OF 345.25 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 20°21'47", A RADIUS OF 980.50 FEET, A CHORD BEARING S12°37'42"W A DISTANCE OF 346.64 FEET, AND AN ARC DISTANCE OF 348.47 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 92°47'42", A RADIUS OF 20.00 FEET, A CHORD BEARING N43°57'02"W A DISTANCE OF 28.97 FEET, AND AN ARC DISTANCE OF 32.39 FEET;
THENCE S89°39'07"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 234.61 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 15°22'54", A RADIUS OF 2533.00 FEET, A CHORD BEARING N82°39'26"W A DISTANCE OF 677.97 FEET, AND AN ARC DISTANCE OF 680.01 FEET;
THENCE N74°57'59"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 155.74 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 01°45'30", A RADIUS OF 533.00 FEET, A CHORD BEARING N74°05'13"W A DISTANCE OF 16.36 FEET, AND AN ARC DISTANCE OF 16.36 FEET;
THENCE N00°04'47"W A DISTANCE OF 243.55 FEET;
THENCE S89°55'13"W A DISTANCE OF 83.75 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 17.708 ACRES, MORE OR LESS.

PARCEL 2

COMMENCING AT SAID NORTH QUARTER CORNER OF SECTION 11;
THENCE S59°28'45"W A DISTANCE OF 1837.64 FEET TO THE **POINT OF BEGINNING;**
THENCE N00°29'13"W A DISTANCE OF 238.01 FEET;
THENCE N89°55'13"E A DISTANCE OF 143.50 FEET;
THENCE S00°29'13"E A DISTANCE OF 238.01 FEET;
THENCE S89°55'13"W A DISTANCE OF 143.50 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 0.784 ACRES, MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: SEPTEMBER 6, 2023
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

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5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
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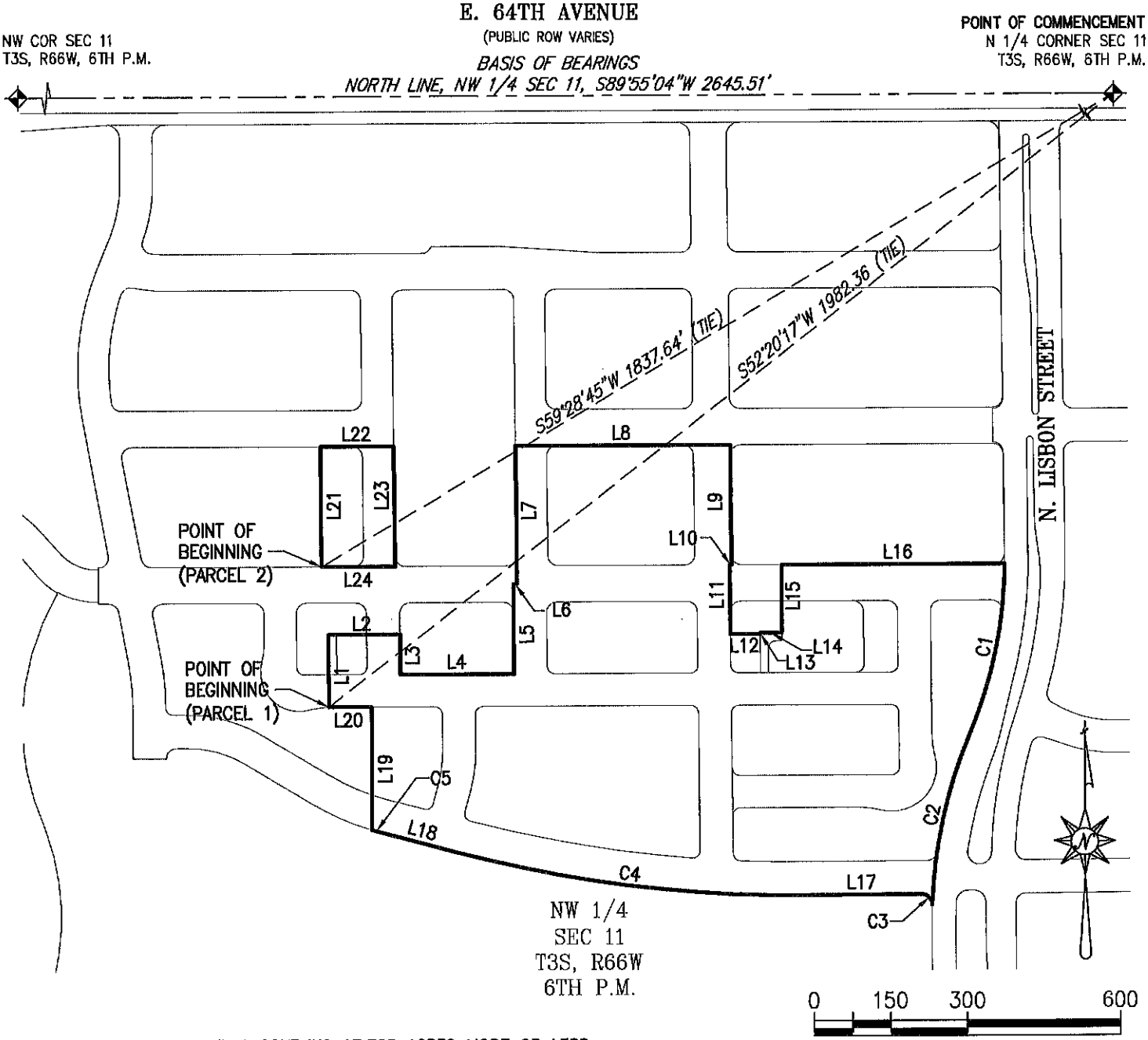
PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 10

DATE: 9/6/23

SHEET: 2 OF 4

Q:\DEN\Projects\9757-00-Painted Prairie Metro District\Design\Survey\dwg\9757 District Parcels 2023 per westwood plats.dwg

ILLUSTRATION FOR
EXHIBIT A



THE ABOVE DESCRIBED PARCEL 1 CONTAINS 17.708 ACRES MORE OR LESS.

THE ABOVE DESCRIBED PARCEL 2 CONTAINS 0.784 ACRES MORE OR LESS.

This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

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PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 10

DATE: 9/6/23

SHEET: 3 OF 4

Q:\DEN\Projects\9757-00-Painted Prairie Metro District\Design\Survey\dwg\9757 District Parcels 2023 per westwood plats.dwg

ILLUSTRATION FOR
EXHIBIT A

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N00°29'13"W	142.87'
L2	N89°30'47"E	139.63'
L3	S00°29'13"E	79.86'
L4	N89°55'13"E	222.01'
L5	N00°29'13"W	178.00'
L6	N89°55'13"E	7.50'
L7	N00°29'13"W	274.01'
L8	N89°55'13"E	420.52'
L9	S00°29'13"E	238.01'
L10	S89°55'13"W	4.00'
L11	S00°29'13"E	136.92'
L12	N89°30'47"E	58.00'
L13	N00°29'13"W	1.50'
L14	N89°55'13"E	43.56'
L15	N00°04'47"W	135.00'
L16	N89°55'13"E	436.84'
L17	S89°39'07"W	234.61'
L18	N74°57'59"W	155.74'
L19	N00°04'47"W	243.55'
L20	S89°55'13"W	83.75'
L21	N00°29'13"W	238.01'
L22	N89°55'13"E	143.50'
L23	S00°29'13"E	238.01'
L24	S89°55'13"W	143.50'

CURVE TABLE					
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	LENGTH
C1	22°14'20"	889.50'	S11°41'26"W	343.09'	345.25'
C2	20°21'47"	980.50'	S12°37'42"W	346.64'	348.47'
C3	92°47'42"	20.00'	N43°57'02"W	28.97'	32.39'
C4	15°22'54"	2533.00'	N82°39'26"W	677.97'	680.01'
C5	1°45'30"	533.00'	N74°05'13"W	16.36'	16.36'

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

PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 10

DATE: 9/6/23

SHEET: 4 OF 4

Q:\DEN\Projects\9757-00-Painted Prairie Metro District\Design\Survey\dwg\9757 District Parcels 2023 per westwood plats.dwg

EXHIBIT A

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

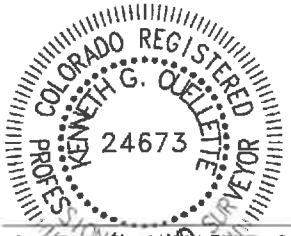
PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST 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 EAST LINE OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING N00°39'21"W BETWEEN THE EAST QUARTER CORNER OF SAID SECTION 11 AND THE NORTHEAST 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 EAST QUARTER CORNER OF SECTION 11;
THENCE N03°43'15"W A DISTANCE OF 1346.58 FEET TO A POINT ON A LINE BEING 72.00 FEET WESTERLY OF AN PARALLEL WITH SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 11, SAID POINT BEING THE **POINT OF BEGINNING;**
THENCE S89°20'39"W A DISTANCE OF 150.00 FEET;
THENCE N00°39'21"W A DISTANCE OF 67.00 FEET;
THENCE N89°20'39"E A DISTANCE OF 150.00 FEET TO A POINT ON SAID PARALLEL LINE;
THENCE S00°39'21"E ALONG SAID PARALLEL LINE A DISTANCE OF 67.00 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 10,050 SQUARE FEET (0.231 ACRES), MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: JULY 20, 2022
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

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

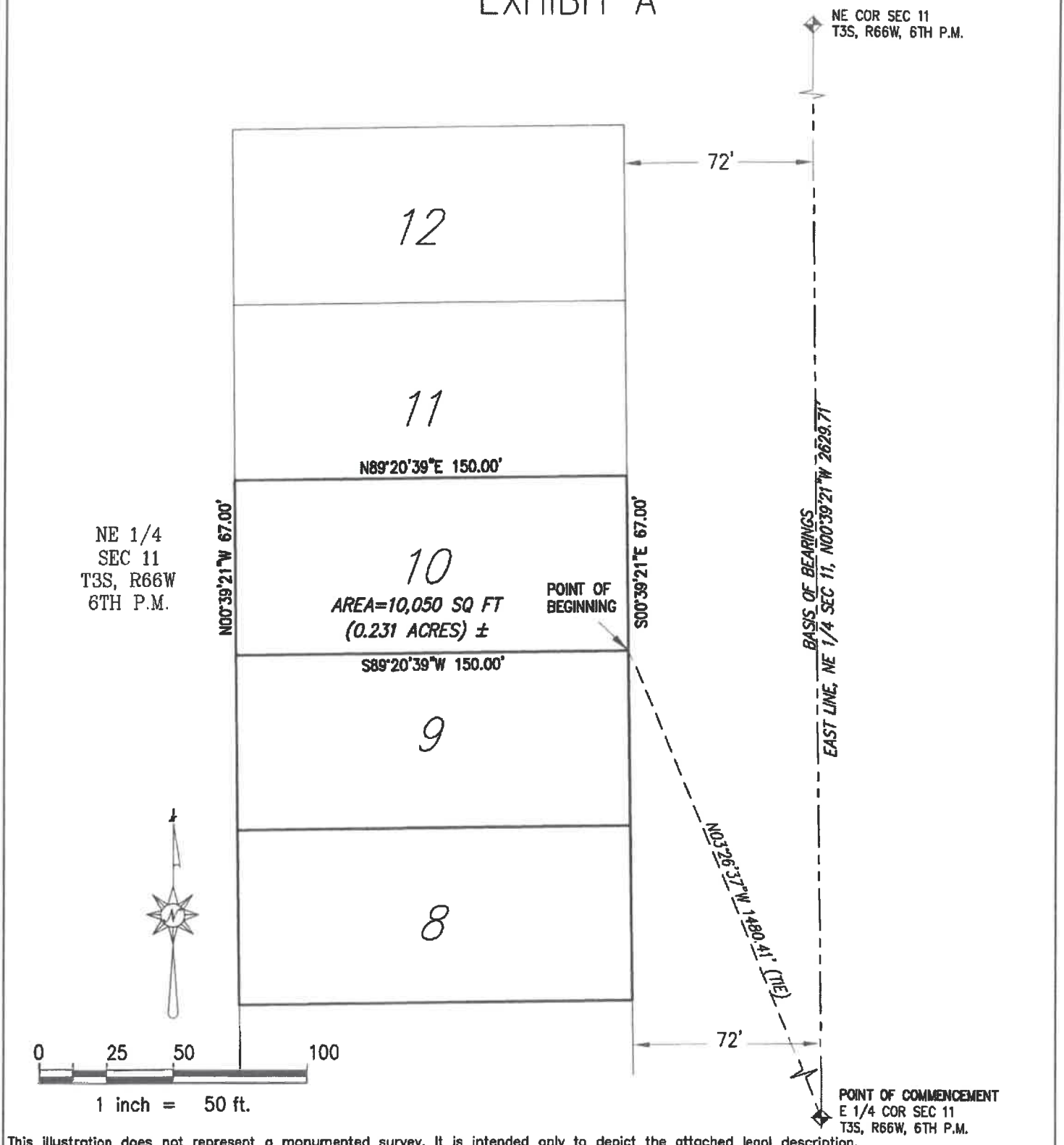
PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 10 DIRECTOR'S PARCEL

DATE: 7/20/22

SHEET: 1 OF 2

Q:\DEN\Projects\9757-00-Painted Prairie Metro District\Design\Survey\dwg\9757 District Parcels.dwg

ILLUSTRATION FOR
EXHIBIT A



This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

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Telephone: 303-751-0741

PAINTED PRAIRIE METROPOLITAN
DISTRICT NO. 10 DIRECTOR'S PARCEL

DATE: 7/20/22

SHEET: 2 OF 2

Q:\DEN\Projects\9757-00-Painted Prairie Metro District\Design\Survey\dwg\9757 District Parcels.dwg

EXHIBIT A

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

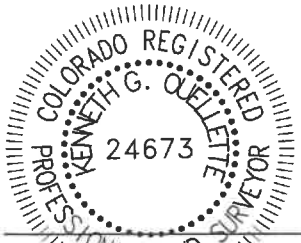
PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST 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 EAST LINE OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING N00°39'21"W BETWEEN THE EAST QUARTER CORNER OF SAID SECTION 11 AND THE NORTHEAST 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 EAST QUARTER CORNER OF SECTION 11;
THENCE N03°43'15"W A DISTANCE OF 1346.58 FEET TO A POINT ON A LINE BEING 72.00 FEET WESTERLY OF AN PARALLEL WITH SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 11, SAID POINT BEING THE **POINT OF BEGINNING**;
THENCE S89°20'39"W A DISTANCE OF 150.00 FEET;
THENCE N00°39'21"W A DISTANCE OF 67.00 FEET;
THENCE N89°20'39"E A DISTANCE OF 150.00 FEET TO A POINT ON SAID PARALLEL LINE;
THENCE S00°39'21"E ALONG SAID PARALLEL LINE A DISTANCE OF 67.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 10,050 SQUARE FEET (0.231 ACRES), MORE OR LESS.



KENNETH G. QUELLETTE, P.L.S. 24673
DATE: JULY 20, 2022
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

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

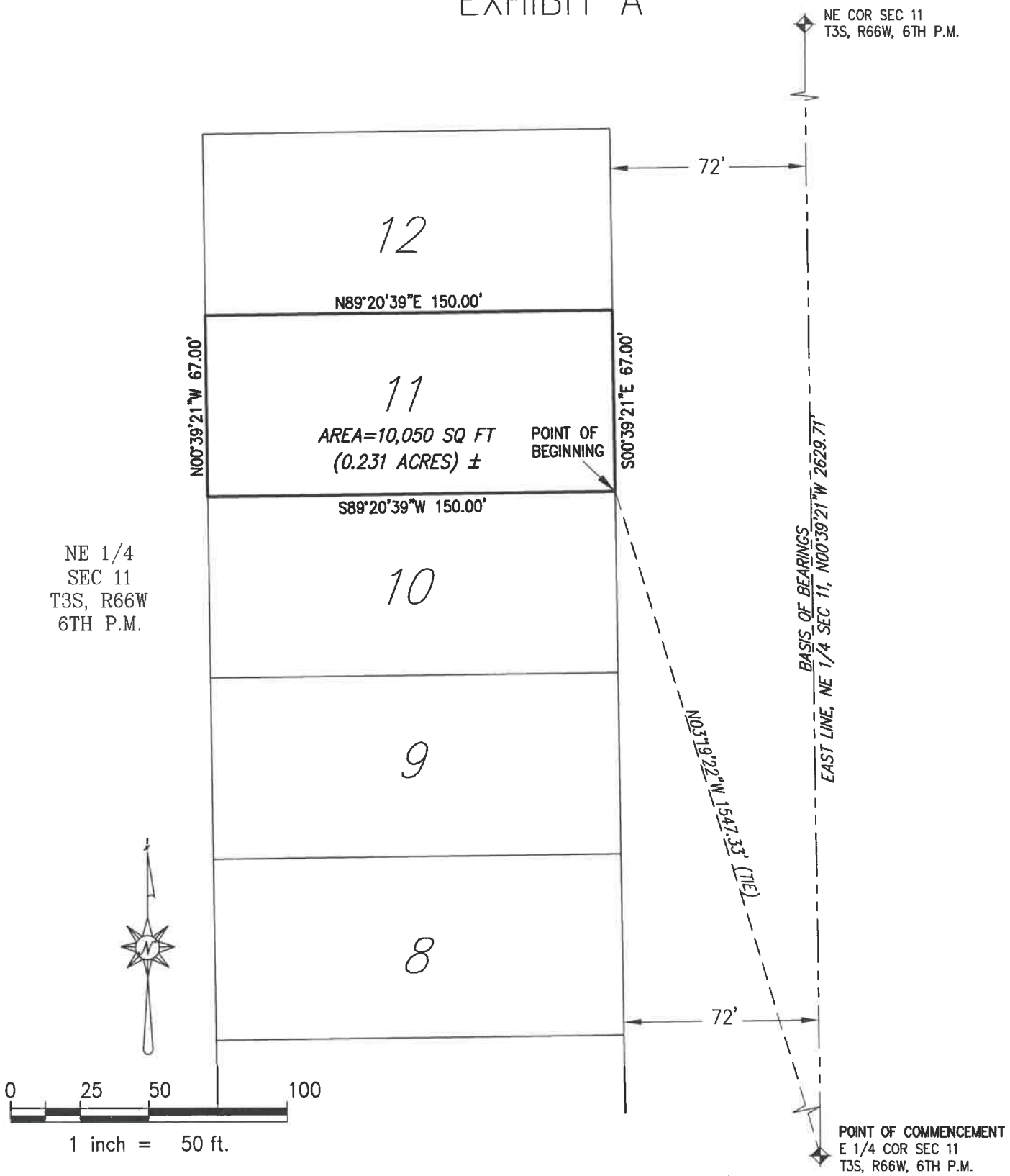
PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 11 DIRECTOR'S PARCEL

DATE: 7/20/22

SHEET: 1 OF 2

Q:\DEN\Projects\9757-00-Painted Prairie Metro District\Design\Survey\dwg\9757 District Parcels.dwg

ILLUSTRATION FOR
EXHIBIT A



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PAINTED PRAIRIE METROPOLITAN
DISTRICT NO. 11 DIRECTOR'S PARCEL

DATE: 7/20/22

SHEET: 2 OF 2

Q:\DEN\Projects\9757-00-Painted Prairie Metro District\Design\Survey\dwg\9757 District Parcels.dwg

EXHIBIT A

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

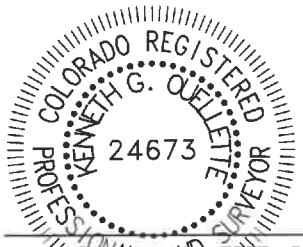
PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST 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 EAST LINE OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING N00°39'21"W BETWEEN THE EAST QUARTER CORNER OF SAID SECTION 11 AND THE NORTHEAST 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 EAST QUARTER CORNER OF SECTION 11;
THENCE N03°12'44"W A DISTANCE OF 1614.26 FEET TO A POINT ON A LINE BEING 72.00 FEET WESTERLY OF AN PARALLEL WITH SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 11, SAID POINT BEING THE **POINT OF BEGINNING**;
THENCE S89°20'39"W A DISTANCE OF 150.00 FEET;
THENCE N00°39'21"W A DISTANCE OF 67.00 FEET;
THENCE N89°20'39"E A DISTANCE OF 150.00 FEET TO A POINT ON SAID PARALLEL LINE;
THENCE S00°39'21"E ALONG SAID PARALLEL LINE A DISTANCE OF 67.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 10,050 SQUARE FEET (0.231 ACRES), MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: JULY 20, 2022
JOB NO. 65419757
FOR AND ON BEHALF OF MERRICK & COMPANY

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

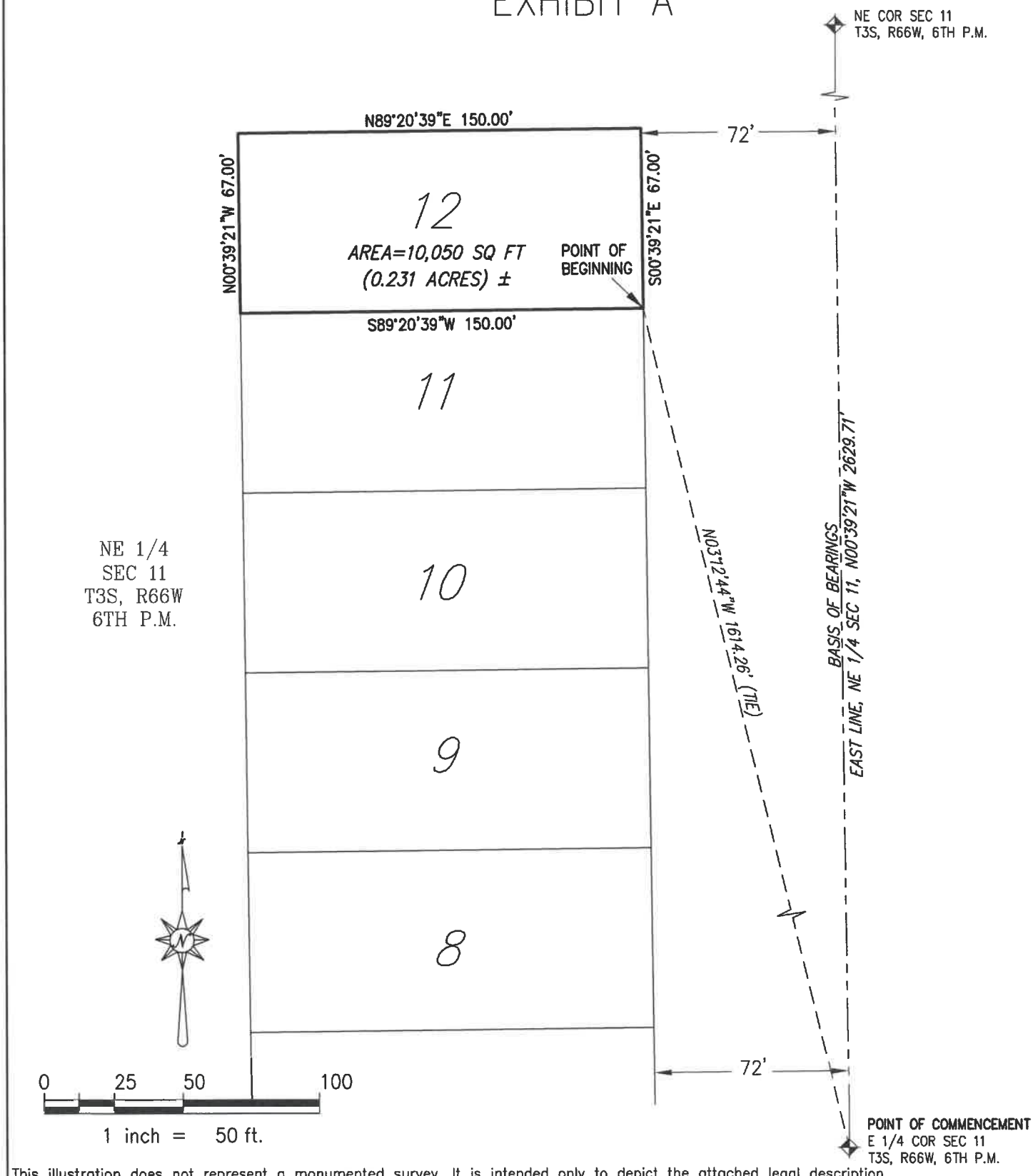
PAINTED PRAIRIE METROPOLITAN DISTRICT NO. 12 DIRECTOR'S PARCEL

DATE: 7/20/22

SHEET: 1 OF 2

Q:\DEN\Projects\9757-00-Painted Prairie Metro District\Design\Survey\dwg\9757 District Parcels.dwg

ILLUSTRATION FOR
EXHIBIT A



This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

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

PAINTED PRAIRIE METROPOLITAN
DISTRICT NO. 12 DIRECTOR'S PARCEL

DATE: 7/20/22

SHEET: 2 OF 2

Q:\DEN\Projects\9757-00-Painted Prairie Metro District\Design\Survey\dwg\9757 District Parcels.dwg

EXHIBIT A-2

Inclusion Area Legal Description

EXHIBIT A

LEGAL DESCRIPTION – INCLUSION AREA

A PARCEL OF LAND LYING WITHIN 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:

BEGINNING AT THE EAST 1/4 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 SOUTH 00°13'50" EAST, A DISTANCE OF 2658.63 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 00°13'50" EAST, A DISTANCE OF 2658.63 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11 TO THE SOUTHEAST CORNER OF SAID SECTION 11;

THENCE SOUTH 89°43'32" WEST, A DISTANCE OF 2653.23 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11 TO THE SOUTH 1/4 CORNER OF SAID SECTION 11;

THENCE SOUTH 89°43'55" WEST, A DISTANCE OF 2653.35 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11 TO THE SOUTHWEST CORNER OF SAID SECTION 11;

THENCE NORTH 00°17'08" WEST, A DISTANCE OF 2651.52 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11 TO THE WEST 1/4 CORNER OF SAID SECTION 11;

THENCE NORTH 00°16'03" WEST, A DISTANCE OF 2654.50 FEET ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11 TO THE NORTHWEST CORNER OF SAID SECTION 11;

THENCE NORTH 89°55'04" EAST, A DISTANCE OF 2645.51 FEET ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11 TO THE NORTH 1/4 CORNER OF SAID SECTION 11;

THENCE NORTH 89°55'26" EAST, A DISTANCE OF 2645.82 FEET ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11 TO THE NORTHEAST CORNER OF SAID SECTION 11;

THENCE SOUTH 00°39'21" EAST, A DISTANCE OF 2629.71 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11 TO EAST 1/4 CORNER OF SAID SECTION 11, BEING THE **POINT OF BEGINNING.**

SAID PARCEL CONTAINING A CALCULATED AREA OF 28,097,053 SQUARE FEET OR 645.020 ACRES, 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, KEVIN J. KUCHARCZYK, 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.



_____

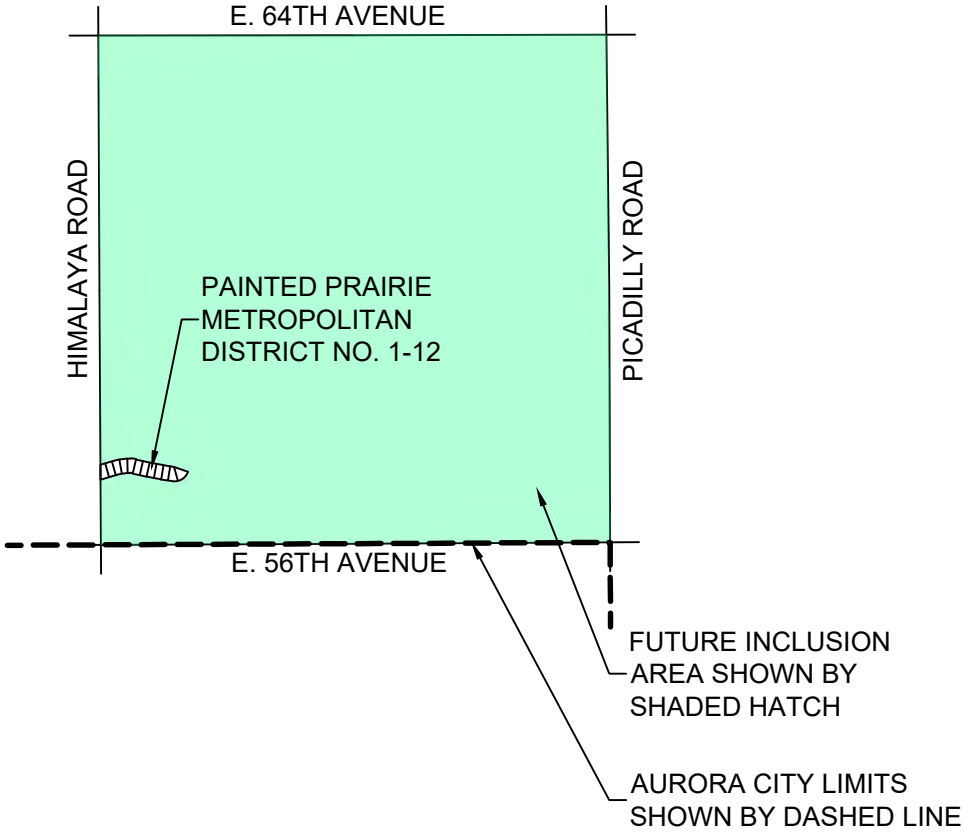
KEVIN J. KUCHARCZYK, P.L.S. 34591
FOR AND ON BEHALF OF
CVL CONSULTANTS OF COLORADO, INC.
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112

EXHIBIT B

Aurora Vicinity Map

2000 1000 0 2000 4000

SCALE: 1" = 2000'



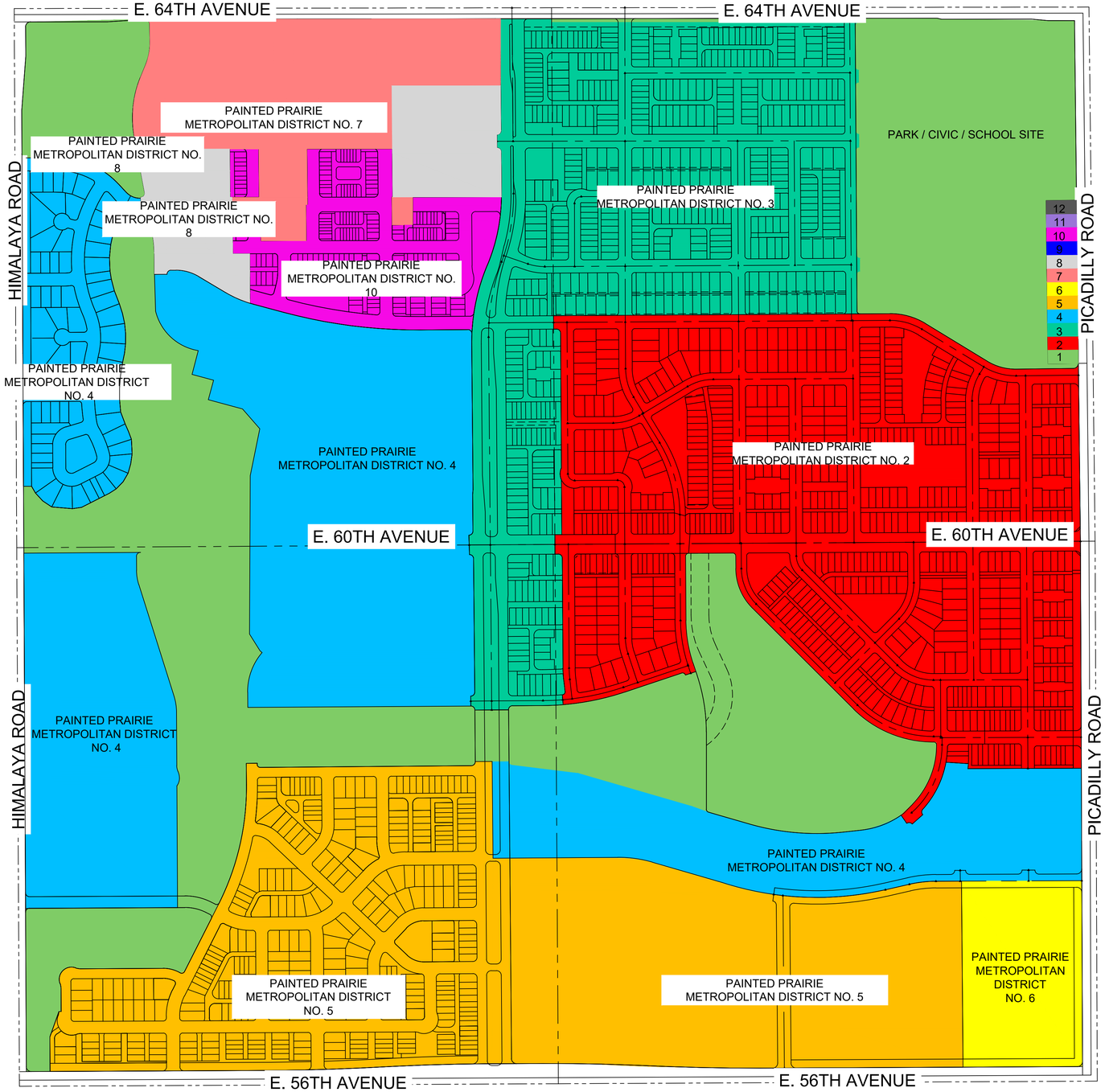
PAINTED PRAIRIE METROPOLITAN DISTRICT VICINITY MAP

05/28/2019

CVL CONSULTANTS
10333 E. Dry Creek Rd.
Suite 240
Englewood, CO 80112
Tel: (720) 482-9526
CVLINC.NET

EXHIBIT C-1

Initial Districts Boundary Maps





300 150 0 300 600

SCALE: 1" = 300'

- DISTRICT 1
- DISTRICT 2
- DISTRICT 3
- DISTRICT 4
- DISTRICT 5
- DISTRICT 6
- DISTRICT 7
- DISTRICT 8
- DISTRICT 9
- DISTRICT 10
- DISTRICT 11
- DISTRICT 12
- SCHOOL / CIVIC PARK

MERRICK®

PAINTED PRAIRIE METRO DISTRICT MAP

DATE: 5/15/2025

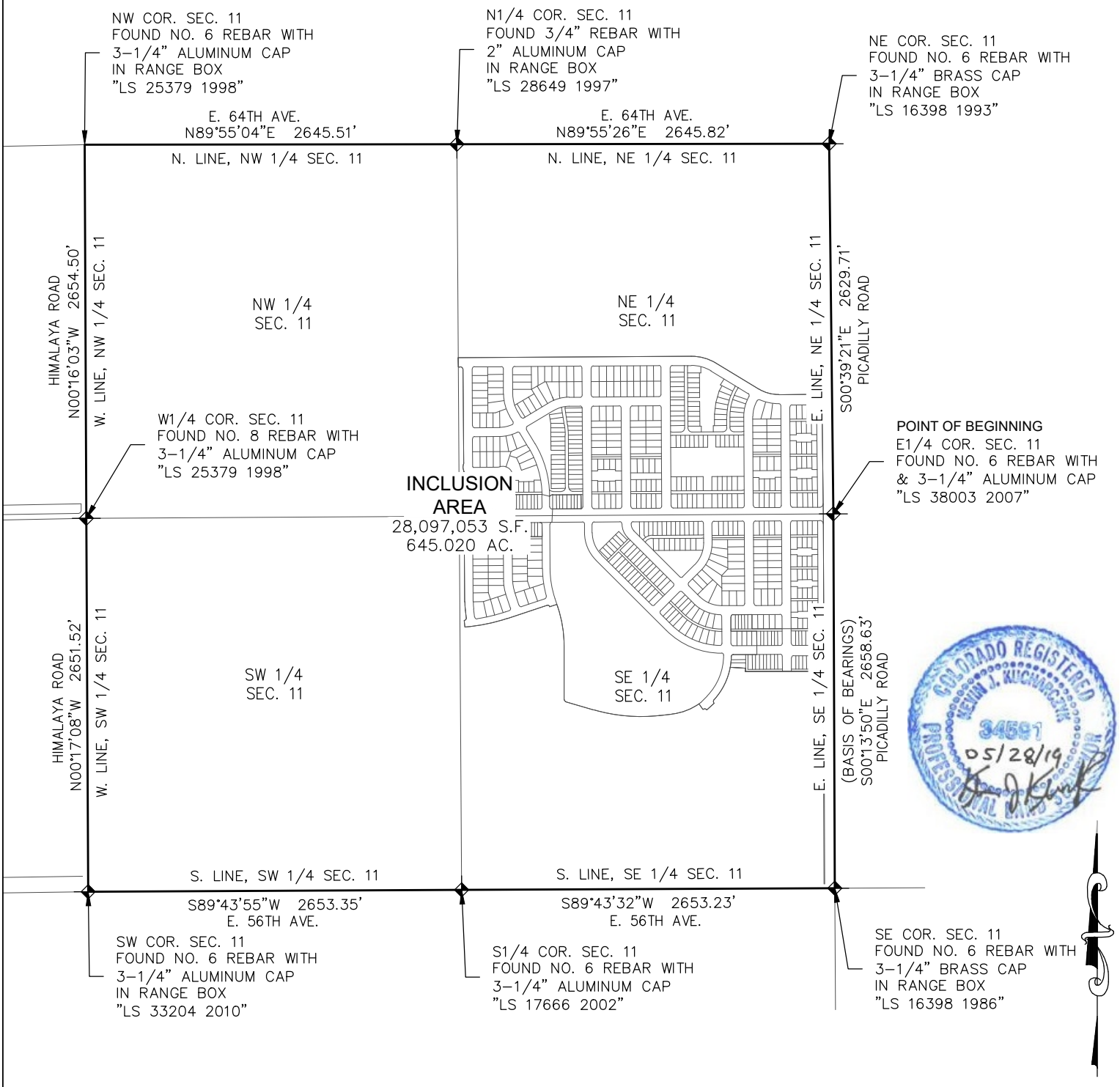
SHEET:

EXHIBIT C-2

Inclusion Area Boundary Map

ILLUSTRATION FOR

EXHIBIT A



OWNER:
PAINTED PRAIRIE OWNER, LLC.
10100 SANTA MONICA BLVD., STE 1000
LOS ANGELES, CA 90067

THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

CITY OF AURORA, COLORADO

BY: MJP	SCALE: 1" = 1000'	R.O.W.
CK'D: WFH	DATE: 5/28/2019	JOB NO. 8130155409

INCLUSION AREA LOCATED IN SECTION 11, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH P.M., CITY OF AURORA, ADAMS COUNTY, COLORADO.

EXHIBIT D

Intergovernmental Agreement between the Districts and Aurora

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF AURORA, COLORADO,

AND PAINTED PRAIRIE METROPOLITAN DISTRICT NOS. 10-12

THIS AGREEMENT is made and entered into as of this ___ day of _____, 2026, by and between the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado ("City"), and PAINTED PRAIRIE METROPOLITAN DISTRICT NOS. 10-12 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' Service Plans approved by the City on _____, 2026 ("Service Plans"); and

WHEREAS, the Service Plans make 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 are parties to that certain Intergovernmental Agreement dated December 12, 2019 (the "Original Agreement"); and

WHEREAS, this Agreement (defined below) shall supersede and replace the Original Agreement; 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 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, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space,

landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto.

Any Fee imposed by the District for access to such park and recreation improvements shall not result in Non-District City residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the District. However, the District shall be entitled to impose an administrative fee as necessary to cover additional expenses associated with Non-District City residents to ensure that such costs are not the responsibility of District residents. All such Fees shall be based upon the District's determination that such Fees do not exceed reasonable annual market fee for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the Districts shall be open to the general public and Non-District City residents, subject to the rules and regulations of the Districts as adopted from time to time. Trails which are interconnected with a city or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the Districts.

2. Fire Protection. The 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 Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

8. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

9. Initial Debt. On or before the effective date of approval by the City of an Approved Development Plan (as defined in the 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. The Districts shall not issue Debt in excess of Three Hundred Million Dollars ($300,000,000).

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 until such time as the Districts have approved and executed the IGA and approved

the imposition of the Aurora Regional Improvement Mill Levy (as defined in the Service Plan) upon all taxable property located within the boundaries of the 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 Painted Prairie Metropolitan District No. 6.

15. Bankruptcy. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

16. Dissolution. Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

17. Disclosure to Purchasers. The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, Fees, tolls and charges. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

18. Service Plan Amendment Requirement. Actions of the Districts which violate the limitations set forth in VI.A1-14 or VIII.B-G of the Service Plans shall be deemed to be material modifications to the Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the Districts.

19. Multiple District Structure. It is anticipated that the Districts, collectively, will undertake the financing and construction of the Public Improvements. The nature of the functions and services to be provided by each District may be clarified in an intergovernmental agreement between and among the Districts. Such intergovernmental agreement will be designed to help assure the orderly development of the Public Improvements and essential services in accordance with the requirements of the Service Plan. Implementation of such intergovernmental agreement is essential to the orderly implementation of the Service Plan. Accordingly, any determination of any Board to set aside said intergovernmental agreement without the consent of all of the Districts shall be a material modification of the Service Plan. Said intergovernmental agreement may be amended by mutual agreement of the Districts without the need to amend the Service Plan.

20. 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 IX of the Service Plan.

21. Regional Improvements. The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of participation in the alternatives set forth in Section VIIA, B or C of the Service Plan.

The Districts shall impose the ARI Mill Levy and shall convey it as follows:

(a) If the Districts have executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the terms of which provide for the City to appoint no less than thirty percent (30%) and no more than forty-nine percent (49%) of the board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

(b) If the City and the Districts have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the Districts in accordance with such agreement; or

(c) If neither Section VII.A nor VII.B of the Service Plan is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under Section VII of the Service Plan and shall not expend such revenue until an intergovernmental agreement is executed between the Districts establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the Service Plan by the City and neither Section VII.A nor VII.B above have occurred within two (2) years from the date of the approval of the Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the Districts as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, any District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VII.A and VII.B of the Service Plan. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Sections VIIA, B, or C of the Service Plan, unless the City has agreed otherwise in writing; provided, however, in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. The Districts shall cease to be obligated to impose, collect and convey to the appropriate entity, as described above, the revenue from the ARI Mill Levy described in Section VII of the Service Plan 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.

22. Maximum Debt Mill Levy. The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

(a) For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VIII.C.2 of the Service Plan; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes

occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

(b) For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

(c) For purposes of the foregoing, once Debt has been determined to be within Section VIII.C.2 of the Service Plan, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

23. Maximum Debt Mill Levy Imposition Term. The District shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VII of the Service Plan. Other than the ARI Mill Levy, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

24. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the Districts: Painted Prairie Metropolitan District Nos. 10-12
c/o WBA, PC
2154 East Commons Avenue, Suite 2000
Centennial, CO 80122
Attn: Clint C. Waldron, Esq.
Phone: (303) 858-1800

To the City: City of Aurora
15151 E. Alameda Pkwy., 5th Floor
Aurora, CO 80012
Attn: Peter A. Schulte, Interim City Attorney
Phone: (303) 739-7030
Fax: (303) 739-7042

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

25. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

26. Assignment. 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.

27. 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.

28. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

29. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

30. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

31. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the 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.

32. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

33. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

34. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

35. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

PAINTED PRAIRIE METROPOLITAN DISTRICT NOS. 10-12

By: _____
President

Attest:

_____
Secretary

CITY OF AURORA, COLORADO

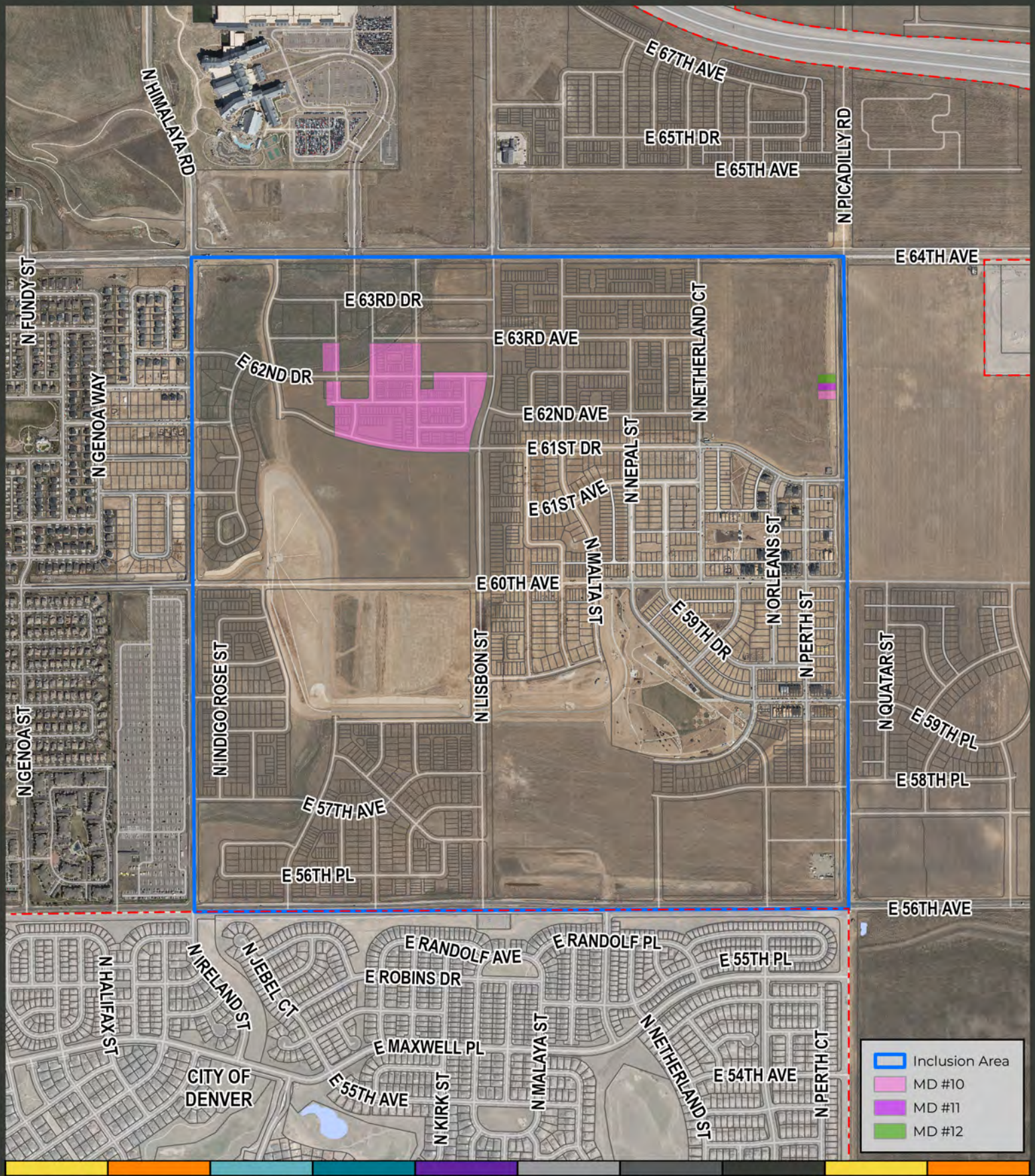
By: _____
MIKE COFFMAN, Mayor

Attest:

By: KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

_____
BRIAN J. RULLA, Assistant City Attorney



Planning and Business Development

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

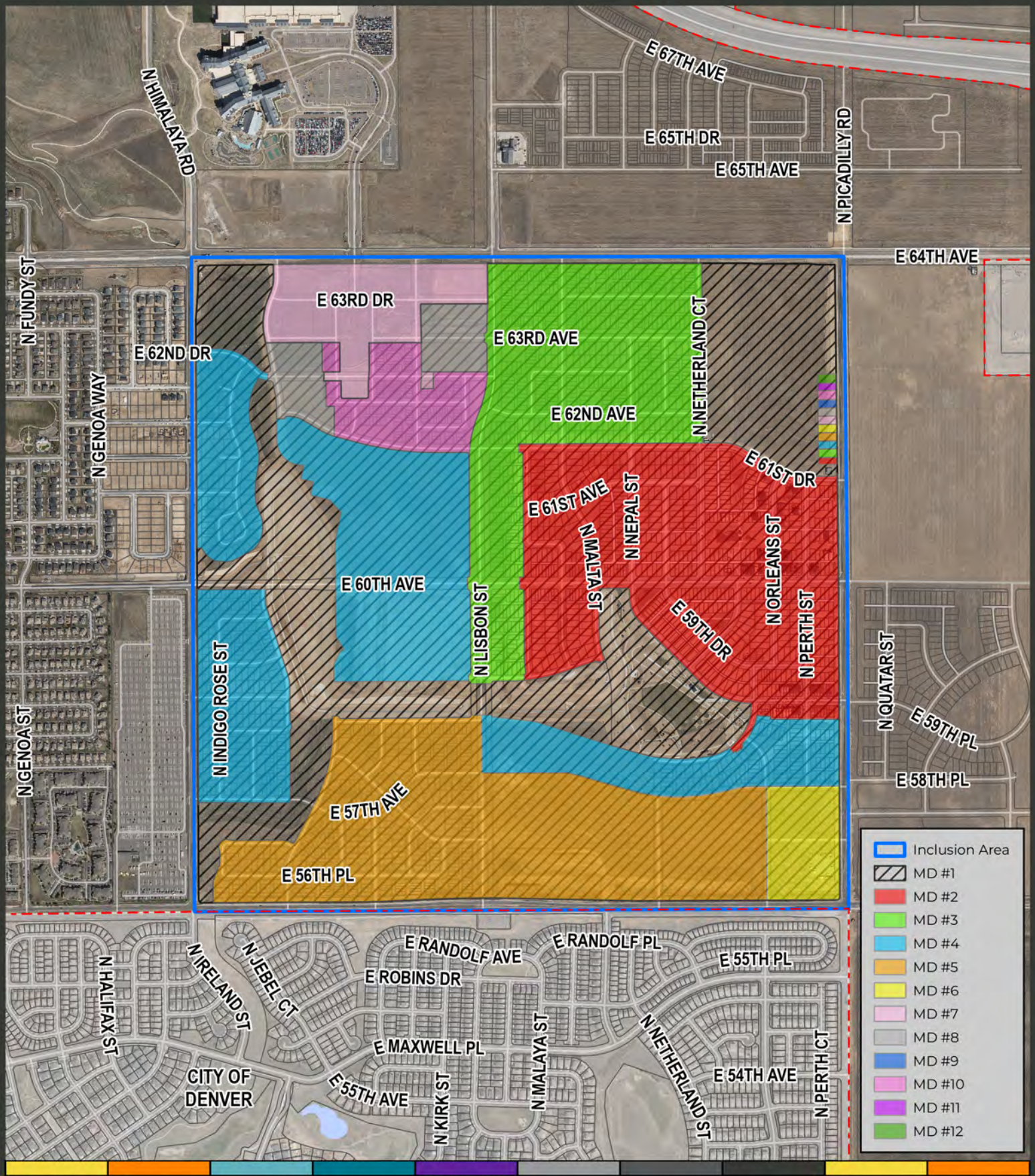
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City of Aurora, Colorado

Painted Prairie Metropolitan Districts #10-12 and Inclusion Area

N W E S

1/28/2026 I:\GIS\ArcGIS_Pro_Projects\Planning\Jake C\2026\2794-2797_Michael Kerrigan\2796_PaintedPrairieMDs.aprx



Planning and Business Development

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

City of Aurora, Colorado

Painted Prairie Metropolitan Districts #1-12 and Inclusion Area

Miles 0 0.075 0.15

1/28/2026 I:\GIS\ArcGIS_Pro_Projects\Planning\Jake C\2026\2794-2797_Michael Kerrigan\2796_PaintedPrairieMDs.aprx

Zapata, Cecilia

Subject: FW: Painted Prairie Mill Levy Proposal_Objection

From: Alecia Wellen [redacted]
Sent: Monday, March 16, 2026 1:59 PM
To: City Clerk <CityClerk@auroragov.org>
Subject: Painted Prairie Mill Levy Proposal_Objection

This Message Is From an Untrusted Sender
You have not previously corresponded with this sender. Report Suspicious

All,

Please accept this email as a formal objection to the proposed amendment to the consolidated service plans of special districts, specific to Painted Prairie.

I find a significant conflict of interest in having Chris Fellows serve as the Developer, work on behalf of the Metro District, and serve as the President of the Painted Prairie HOA. As the Developer, he needs to meet his obligations rather than pass costs on to homeowners, as this suggests.

I OBJECT to this proposal.

Thank you for your consideration,
Alecia Wellen

Zapata, Cecilia

Subject: FW: Objection to proposed Metro District Mill Levy Changes

From: Joanna Zemek [redacted]
Sent: Monday, March 16, 2026 11:08 PM
To: City Clerk <CityClerk@auroragov.org>
Subject: Objection to proposed Metro District Mill Levy Changes

This Message Is From an Untrusted Sender
You have not previously corresponded with this sender.

Report Suspicious

To whom it may concern,

I own a home in Painted Prairie and I OBJECT to the Metro District Mill Levy changes. According to our city council, the "benefits" listed are line items paid for by the Developer, the cost of which should absolutely NOT be passed to home owners in Painted Prairie.

We already pay high Metro district taxes. The developer needs to be held accountable for these fixes we've been waiting a LONG TIME for (ie, a stop light at Piccadilly and 56th, etc). I am whole-heartedly against the proposed Metro District Mill Levy changes.

Thank you.

Sincerely,
Joanna Zemek
[redacted]

CITY OF AURORA
Council Agenda Commentary

Item Title: Sky Dance Metropolitan District No. 1 Service Plan Amendment (Ordinance)
Item Initiator: Michael Kerrigan, Special District Administrator, Development Services
Staff Source/Legal Source: Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Economically Strong: Building a conducive development climate, a diverse mix of industries and housing options, and fostering economic growth so that our community thrives and remains resilient.

COUNCIL MEETING DATES:

Study Session: 3/23/2026

Regular Meeting: 4/6/2026

2nd Regular Meeting (if applicable): 4/20/2026

Item requires a Public Hearing: ☒ Yes ☐ No

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

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

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

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item as Proposed at Policy Committee

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as Proposed at Study Session

☐ Information Only

☐ Approve Item as Proposed at Regular Meeting

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 2/26/2026

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

☒ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

Sky Dance Metropolitan District No. 1 ("District") is located in Adams County bounded generally between E. 56th Ave and E. 57th Ave on the north and south respectively, and N. Picadilly Rd. and N. Tibet Rd. on the west and east respectively. The District is currently undeveloped and is anticipated to include mixed use commercial and residential uses when developed. The District was created to provide for the public improvements for the use and benefit of the anticipated taxpayers of the district, it was primarily created to finance the construction of the public improvements.

In November of 2019 via Ordinance 2019-85, City Council approved the Service Plans for the BOWIP Metropolitan District Nos. 1-2. In February of 2022 City Council approved first amendments to the BOWIP Metropolitan District Nos. 1-2 Service Plans via Resolution 2022-46. In March of 2022 the BOWIP Metropolitan Districts Nos. 1-2 changed their names to be the Sky Dance Metropolitan District Nos. 1-2 respectively.

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

This ordinance is a request to approve an amended and restated service plan for the Sky Dance Metropolitan District No. 1; additionally, this ordinance will approve a first amendment to and authorize execution of an intergovernmental agreement between the City of Aurora and the District. Sky Dance Metropolitan District Nos. 1-2 are currently a party to that certain proposed establishment agreement to create the Fletcher Regional Improvement Authority ("FRIA"). FRIA requires its members to pursue an amendment to their respective service plans to comply with the FRIA Establishment Agreement.

Key changes to the Service Plan Amendment include:

- Change definition of ARI Mill Levy.
    - Removes the tiering concept in favor of a flat ARI Mill Levy.
    - ARI Mill Levy shall be 5 mills plus any applicable Mill Levy Adjustment.
- Added definition of ARI Mill Levy Agreement to be an IGA between the Districts and an ARI Authority regarding the imposition, collection, and transfer of ARI Mill Levies.

FISCAL IMPACT

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

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

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

N/A

BUDGETED EXPENDITURE IMPACT

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does the Council support approval of the ordinance and wish to forward this item to City Council Meeting as proposed?

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)

ORDINANCE NO. 2026- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING AN AMENDED AND RESTATED SERVICE PLAN FOR SKY DANCE METROPOLITAN DISTRICT NO. 1 (F.K.A. BOWIP METROPOLITAN DISTRICT NO. 1)

WHEREAS, the City Council (the "City Council") of the City of Aurora, Colorado (the "City") previously approved the Sky Dance Metropolitan District No. 1 (formerly BOWIP Metropolitan District No. 1) Service Plan on November 18, 2019 as amended by that First Amendment to the Service Plan on February 14, 2022 (collectively, the "Service Plan") for the Sky Dance Metropolitan District No. 1 (the "District"); and

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 the District has been submitted to the City Council; 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 Amended and Restated 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 Aurora Regional Improvement mill levy 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 in the District's regional area; and

WHEREAS, the Amended and Restated Service Plan provides that the definition of "ARI Master Plan": "means one or more capital improvement plans established pursuant to an ARI 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;" and

WHEREAS, the Amended and Restated Service Plan further provides that the definition of "ARI Mill Levy": "means the mill levy imposed for payment of the costs of planning, design, permitting, construction, acquisition and financing of the improvements described in an ARI Master Plan, which shall be five (5) mills, plus the applicable Mill Levy Adjustment, provided that if an ARI Establishment Agreement has been entered into, the imposition, commencement year, duration, and collection of the ARI Mill Levy shall be as set forth in such agreement. If no such agreement has been entered into, the ARI Mill Levy shall be imposed beginning in the first year after approval of this Amended and Restated Service Plan and continuing in each year thereafter, including but not limited to as set forth in the ARI Mill Levy Agreement;" and

WHEREAS, the District intends to enter into an ARI Establishment Agreement after the passage of this Ordinance; 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 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 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 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 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 creation of the District will be in the best interests of the area proposed to be served.

Section 3. The City Council hereby approves the Amended and Restated Service Plan for the District as submitted.

Section 4. The ARI Master Plan and ARI Mill Levy defined in this Amended and Restated Service Plan applies only to Sky Dance Metropolitan District No. 1. In all other instances the definition of ARI Mill Levy in City Code §122-26 shall remain in full force and effect.

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

Section 6. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

Section 7. Future amendments to the Intergovernmental Agreement Between the City and the District as well as amendments to the Service Plan shall be by resolution.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2026.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2026.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: _____ RLA
BRIAN J. RULLA, Sr. Assistant City Attorney

McGEADY BECHER
Special District Law

February 5, 2026

VIA EMAIL

Ms. Laura Perry
Deputy City Manager
City of Aurora
15151 E. Alameda Pkwy., Suite 5200
Aurora, CO 80012-1553
lperry@auroragov.org

Re: Transmittal of Amended and Restated Service Plans for
Sky Dance Metropolitan District Nos. 1 and 2

Dear Ms. Perry:

Enclosed for consideration by the City of Aurora are the Amended and Restated Service Plans for Sky Dance Metropolitan District Nos. 1 and 2 (formerly BOWIP Metropolitan District Nos. 1 and 2, collectively known as the "**Districts**"). Contact information for the relevant parties is as follows:

District's Counsel:

Megan Becher
McGeady Becher Cortese Williams P.C.
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203
Phone: (303) 592-4380
Email: mbecher@specialdistrictlaw.com

Owner/Developer:

Westside Investments LLC
Attn: Megan Waldschmidt
4100 East Mississippi Avenue, Suite 500
Denver, CO 80246
Phone: (303) 984-9800
Email: mwaldschmidt@westsideinv.com

BACKGROUND INFORMATION

On November 18, 2019, the City Council of the City of Aurora, Colorado (the "**City**") approved the Districts' Service Plans (the "**Original Service Plans**"). As a result of court and other delays due to COVID, the Districts' organizations were delayed to November 19, 2020. The City Council subsequently approved First Amendments to the Original Service Plans on February 14, 2022 (the "**First Amendments**") which authorized certain boundary and service area modifications for the Districts. Enclosed are proposed the proposed Amended and Restated Original Service Plans (the "**Amendments and Restatements**"). The Amendments and Restatements are intended to supersede and replace the Original Service Plans and the First Amendments. Additionally, as a result of the Amendments and Restatements, certain modifications were necessary to the Districts' respective Intergovernmental Agreements with the City ("**First Amendments to IGAs**").

JUSTIFICATION FOR REQUEST

The Districts are seeking approval of the Amendments and Restatements and First Amendments to IGAs in connection with the organization of the proposed Fletcher Regional Improvement Authority ("**FRIA**") and the Districts' desire to pledge their Regional Improvement Mill Levies to FRIA for the financing and construction of certain Regional Improvements. Specifically:

- The Districts desire to clarify their respective rights to impose a Regional Mill Levy in the amount of five (5) mills in the event an ARI Establishment Agreement is entered into within two (2) years following the date of approval of the Amendments and Restatements.

Enclosed for formal consideration by the City are:

1. Clean copies of the proposed Amendments and Restatements.

2. Clean copies of the proposed First Amendments to IGAs.

Finally, we will be transmitting the required Service Plan Amendment and Modification Fee in the amount of $2,740.00 via Federal Express to your attention under separate cover. Should you have any questions or need any further information to process the Amendments and Restatements, please do not hesitate to contact me.

Very truly yours,
MCGEADY BECHER CORTESE WILLIAMS P.C.

Megan Becher

Megan Becher

Enclosures
cc: Megan Waldschmidt (via email mwaldschmidt@westsideinv.com)
Mark Witkiewicz (via email mwitkiewicz@westsideinv.com)

AMENDED AND RESTATED SERVICE PLAN FOR

SKY DANCE METROPOLITAN DISTRICT NO. 1

(F.K.A. BOWIP METROPOLITAN DISTRICT NO. 1)

CITY OF AURORA, COLORADO

Prepared by:

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450 East 17th Avenue
Suite 400
Denver, CO 80203

Submitted: _____, 2026

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EXHIBIT A Legal Description

EXHIBIT B Aurora Vicinity Map

EXHIBIT C-1 Initial District Boundary Map

EXHIBIT C-2 Inclusion Area Boundary Map

EXHIBIT D Intergovernmental Agreement between the District and Aurora

I. INTRODUCTION

A. Purpose and Intent

The District is an independent unit of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Service Plan, its activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Service Plan. It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these Public Improvements.

On November 18, 2019, the City Council of the City of Aurora, Colorado (the "**City**") approved a Service Plan (the "**Original Service Plan**") for BOWIP Metropolitan District No. 1 (the "**District**"). The District was organized on November 19, 2020, by recordation of an Order and Decree in the office of the Adams County Clerk and Recorder. A First Amendment to the Original Service Plan ("**First Amendment**") was approved by the City on February 14, 2022, the terms of which have been incorporated herein.

This Amended and Restated Service Plan shall supersede and replace the Original Service Plan and First Amendment in their entirety.

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.

B. Objective of the City Regarding District's Service Plan.

The City's objective in approving the Service Plan for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for residential properties and at a tax mill levy no higher than the Maximum Debt Mill Levy for commercial and residential properties, and/or repaid by Fees, as long as such Fees are not imposed upon or collected from Taxable Property owned or occupied by an End User for the purpose of creating a capital cost payment obligation as further described in Section V.A.11. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax and Fee burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Service Plan is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary

purpose is to provide for the Public Improvements associated with development and regional needs. Operational activities are allowed, but only through an intergovernmental agreement with the City.

It is the intent of the District to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt, and if the District has authorized operating functions under an intergovernmental agreement with the City, to retain only the power necessary to impose and collect taxes or Fees to pay for these costs.

The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Fees or from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy on commercial and residential properties and which shall not exceed the Maximum Debt Mill Levy Imposition Term on residential properties. It is the intent of this Service Plan to assure to the extent possible that no commercial or residential property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no property developed for a residential use bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District. With regard to Regional Improvements, this Service Plan also provides for the Districts to pay a portion of the cost of regional infrastructure as part of ensuring that development and those that benefit from development pay for the associated costs.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Agreed Upon Procedures Engagement: means an attestation 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 nonfinancial information. Because the needs of an engaging party may vary, the nature, timing, and extent of the procedures may vary as well.

Amended and Restated Service Plan or Service Plan: means this Amended and Restated Service Plan for the District approved by City Council, which replaces and supersedes the Original Service Plan and the First Amendment.

Approved Development Plan: means a Framework Development Plan or other process established by the City for identifying, among other things, Public Improvements necessary for facilitating development for property within the Service Area as approved by the City pursuant to the City Code and as amended pursuant to the City Code from time to time.

ARI or Regional Improvements: means Aurora Regional Improvements.

ARI Authority: means one or more Authorities established by an ARI Authority Establishment Agreement.

ARI Establishment Agreement: means an intergovernmental agreement establishing an ARI Authority which has, at minimum, Title 32 special districts from three (3) or more Approved Development Plan areas as parties to the Agreement.

ARI Master Plan: means one or more capital improvement plans established pursuant to an ARI 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 planning, design, permitting, construction, acquisition and financing of the improvements described in an ARI Master Plan, which shall be five (5) mills, plus the applicable Mill Levy Adjustment, provided that if an ARI Establishment Agreement has been entered into, the imposition, commencement year, duration, and collection of the ARI Mill Levy shall be as set forth in such agreement. If no such agreement has been entered into, the ARI Mill Levy shall be imposed beginning in the first year after approval of this Amended and Restated Service Plan and continuing in each year thereafter, including but not limited to as set forth in the ARI Mill Levy Agreement.

ARI Mill Levy Agreement: means an Intergovernmental Agreement Regarding Imposition, Collection and Transfer of ARI Mill Levies entered into by the District and an ARI Authority as may be amended from time to time.

Board: means the board of directors of the District.

Bond, Bonds or Debt: means bonds or other obligations for the payment of which the District has promised to impose an ad valorem property tax mill levy, and/or collect Fee revenue.

City: means the City of Aurora, Colorado.

City Code: means the City Code of the City of Aurora, Colorado.

City Council: means the City Council of the City of Aurora, Colorado.

District: means Sky Dance Metropolitan District No. 1, formerly known as BOWIP Metropolitan District No. 1.

District No. 2: means Sky Dance Metropolitan District No. 2, formerly known as BOWIP Metropolitan District No. 2.

Districts: means District 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 District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Fee(s): means any fee imposed by the Districts for services, programs or facilities provided by the Districts, as described in Section V.A.11. below.

Financial Plan: means the combined Financial Plan of the Districts as described in Section VII which describes (i) how the Public Improvements are to be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

Inclusion Area Boundaries: means the boundaries of the area described in the Inclusion Area Boundary Map.

Inclusion Area Boundary Map: means the map attached hereto as **Exhibit C-2**, describing the property proposed for inclusion within one, but not any more than one, of the boundaries of the Districts.

Initial District Boundaries: means the boundaries of the area 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 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.

Project: means the development or property commonly referred to as High Point at DIA.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act, except as specifically limited in Section V below to serve the future taxpayers and inhabitants of the Service Area as determined by the Board of the District.

Regional Improvements: means Public Improvements and facilities that benefit the Service Area and which are to be financed pursuant to Section VI below.

Service Area: means the property within the Initial District Boundary Map and the Inclusion Area Boundary Map.

Service Plan Amendment: means an amendment to the Service Plan approved by City Council in accordance with the City's ordinance and the applicable state law.

Special District Act: means Section 32-1-101, et seq., of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real or personal property within the Service Area subject to ad valorem taxes imposed by the Districts.

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately one hundred fifty-five (155) acres and the total area proposed to be included in the Inclusion Area Boundaries is one hundred fifty-one (151) acres nearby the Initial District Boundaries. 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**. It is anticipated that the District's boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Section 32-1-401, et seq., C.R.S., and Section 32-1-501, et seq., C.R.S., subject to the limitations set forth in Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately one-hundred fifty-one (151) acres of land developed as or to be developed as a mixed-use community including retail, commercial, office, industrial and residential uses. The current assessed valuation of the Service Area is $0.00 for

purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The day-time population of the District at build-out is estimated to be approximately two thousand six hundred (2,600) people.

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Service Plan Amendment.

The District shall have the power and authority to provide the Public Improvements and related operation and maintenance services within and without the boundaries of the District as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

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 Fee imposed by the Districts for access to such park and recreation improvements shall not result in Non-District Aurora residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the Districts. However, the Districts shall be entitled to impose an administrative Fee as necessary to cover additional expenses associated with Non-District Aurora residents to ensure that such costs are not the responsibility of Districts residents. All such Fees shall be based upon the Districts' determination that such Fees do not exceed reasonable annual market fees for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the Districts shall be open to the general public and Non-District Aurora residents, subject to the rules and regulations of the Districts as adopted from time to time. Trails which are interconnected with a city or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the Districts.

2. Fire Protection Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection

facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction Limitation. Acknowledging that the City has financed public golf courses and desires to coordinate the construction of public golf courses in the City's boundaries, the District shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

5. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

8. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not

consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

9. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Fees used for the purpose of repayment of Debt.

10. Total Debt Issuance Limitation. The District shall not issue Debt in excess of One Hundred Twenty Million Dollars ($120,000,000).

11. Fee Limitation. Each of the Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

12. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the District without any limitation.

13. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City, unless such consolidation is with District No. 2.

14. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

15. Service Plan Amendment Requirement. This Service Plan has been designed with sufficient flexibility to enable the District to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the District which violate the limitations set forth in Sections V.A.1-14 above or in VII.B-G. shall be deemed to be material modifications to this Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

B. Preliminary Engineering Survey.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the District, to be more specifically defined in an Approved Development Plan. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the Service Area and is approximately Fifty Million Dollars ($50,000,000).

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the City and shall be in accordance with the requirements of the Approved Development Plan. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

C. Multiple District Structure.

It is anticipated that the Districts, collectively, will undertake the financing and construction of the improvements contemplated herein. Specifically, the Districts may enter into an Intergovernmental Cost Sharing and Recovery Agreement which shall govern the relationships between and among the Districts with respect to the financing, construction and operation of the improvements contemplated herein. The District will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements.

VI. REGIONAL IMPROVEMENTS

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the

provisions of the Regional Improvements incurred as a result of participation in the alternatives set forth in Sections VI.A, B or C below.

The District shall impose the ARI Mill Levy and shall convey it as follows:

A. If the District has executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the terms of which provide for the City to appoint no less than thirty percent (30%) and no more than forty-nine percent (49%) of the board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

B. If the City and the District have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the District in accordance with such agreement; or

C. If neither Section VI.A nor VI.B above is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under this Section VI and shall not expend such revenue until an intergovernmental agreement is executed between the District establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the Amended and Restated Service Plan by the City and neither Section VI.A nor VI.B above have occurred within two (2) years from the date of the approval of the Amended and Restated Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the District as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, the District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI. B above. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Sections VI.A, B or C set forth above, unless the City has agreed otherwise in writing; provided, however in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related

improvements. The District shall cease to be obligated to impose, collect and convey to the City the revenue from the ARI Mill Levy described in this Section VI at such time as the area within the District's boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements.

The District shall have the authority to issue Debt for the Regional Improvements, in an amount not to exceed Ten Million Dollars ($10,000,000) 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 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 revenues derived from the Maximum Debt Mill Levy and other legally available revenues. The total Debt that the District shall be permitted to issue shall not exceed One Hundred Twenty Million Dollars ($120,000,000) and shall be permitted to be issued on a schedule and in such year or years as the District determine shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. All bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including general ad valorem taxes and Fees to be imposed upon all Taxable Property within the District. The District will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy.

The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

1. For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such

portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 below; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

2. For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

3. For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 above, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

D. Maximum Debt Mill Levy Imposition Term.

The District shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI. Other than the ARI Mill Levy, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

E. Debt Repayment Sources.

The District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance. The District may also rely upon various other revenue sources authorized by law. At the District's discretion, these may include the power to assess fees, rates, tolls, penalties, or charges

as provided in Section 32-1-1001(l), C.R.S., as amended from time to time. In no event shall the debt service mill levy in the District exceed the Maximum Debt Mill Levy or, for residential property within the District, the Maximum Debt Mill Levy Imposition Term, except pursuant to an intergovernmental agreement between the District and the City for Regional Improvements.

F. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

> By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

G. Security for Debt.

The District shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the City of payment of any of the District's obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

H. TABOR Compliance.

The District will comply with the provisions of TABOR. In the discretion of the Board, the District may set up other qualifying entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by the District will remain under the control of the District's Board.

I. District's Operating Costs.

The 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, are anticipated to be Seventy Five Thousand Dollars ($75,000), 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 is estimated to be Fifty Thousand Dollars ($50,000) 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 mill levy as necessary for provision of operation and maintenance services to its taxpayers and service users.

J. Agreed Upon Procedures Engagement.

For metropolitan 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 by the City 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 Agreed Upon Procedures 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.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.

2. Intergovernmental Agreements with other governmental entities, either entered into or proposed as of December 31 of the prior year.

3. Copies of the District's rules and regulations, if any as of December 31 of the prior year.

4. A summary of any litigation which involves the District Public Improvements as of December 31 of the prior year.

5. Status of the District's construction of the Public Improvements as of December 31 of the prior year.

6. A list of all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of December 31 of the prior year.

7. The assessed valuation of the District for the current year.

8. Current year budget including a description of the Public Improvements to be constructed in such year.

9. Audit of the District's financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.

10. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.

11. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

IX. DISSOLUTION

Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

X. DISCLOSURE TO PURCHASERS

The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, Fees, tolls and charges. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

XI. INTERGOVERNMENTAL AGREEMENT

The form of the intergovernmental agreement required by the City Code, relating to the limitations imposed on the District's activities, is attached hereto as **Exhibit D**. The District shall approve the intergovernmental agreement in the form attached as **Exhibit D** at its first Board meeting after its organizational election. Failure of the District to execute the intergovernmental agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The City Council shall approve the intergovernmental agreement in the form attached as **Exhibit D** at the public hearing approving the Service Plan.

XII. CONCLUSION

It is submitted that this 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.

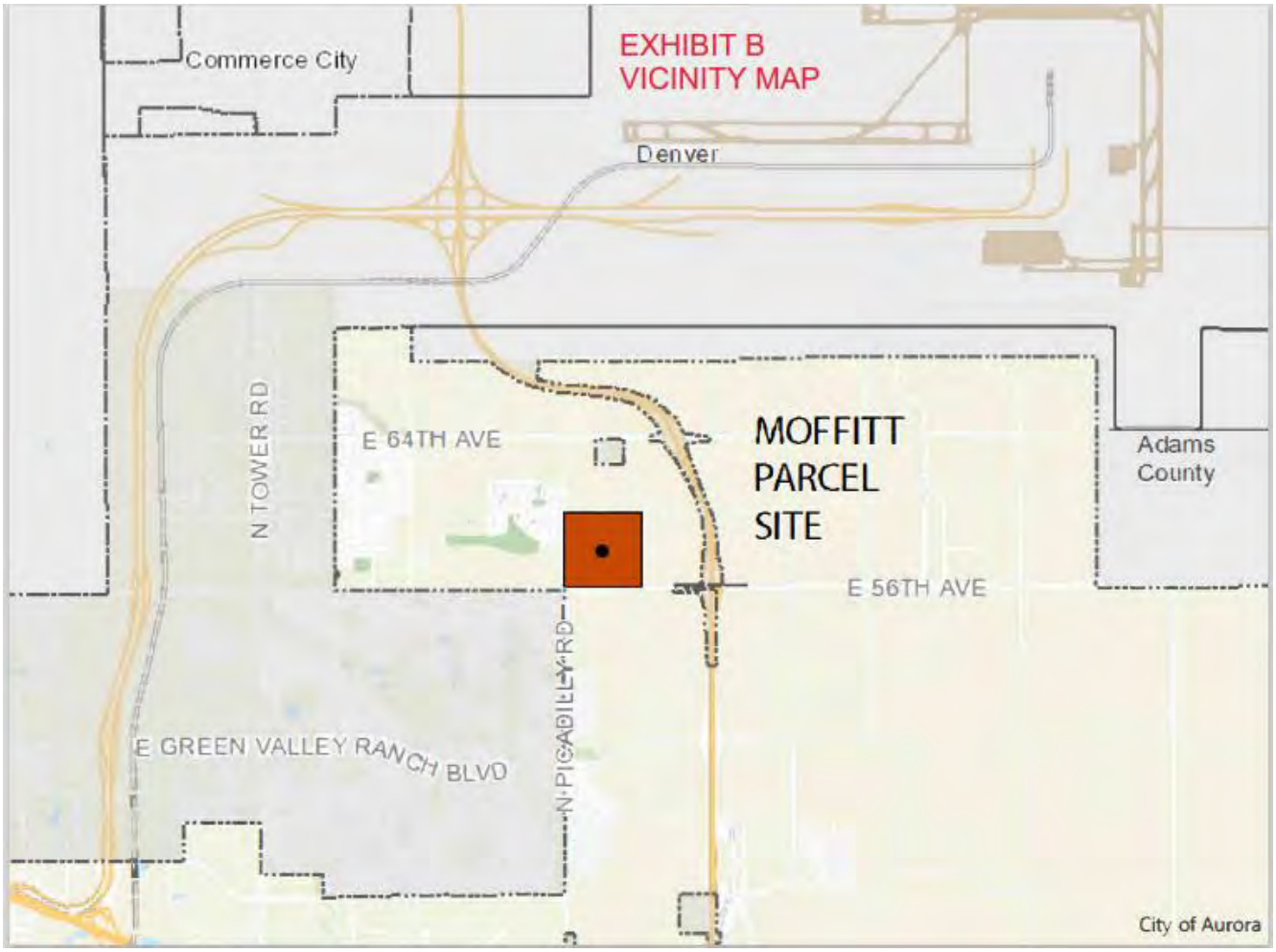
9. The creation of the District is in the best interests of the area proposed to be served.

EXHIBIT A

Legal Description

THE SOUTHWEST ¼ OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO.

EXHIBIT B
AURORA VICINITY MAP



Doc ID: 7d557ba3efaa0eb590835815f96afcab35739aba

EXHIBIT C-1

Initial District Boundary Map

EXHIBIT C1
BOUNDARY MAP

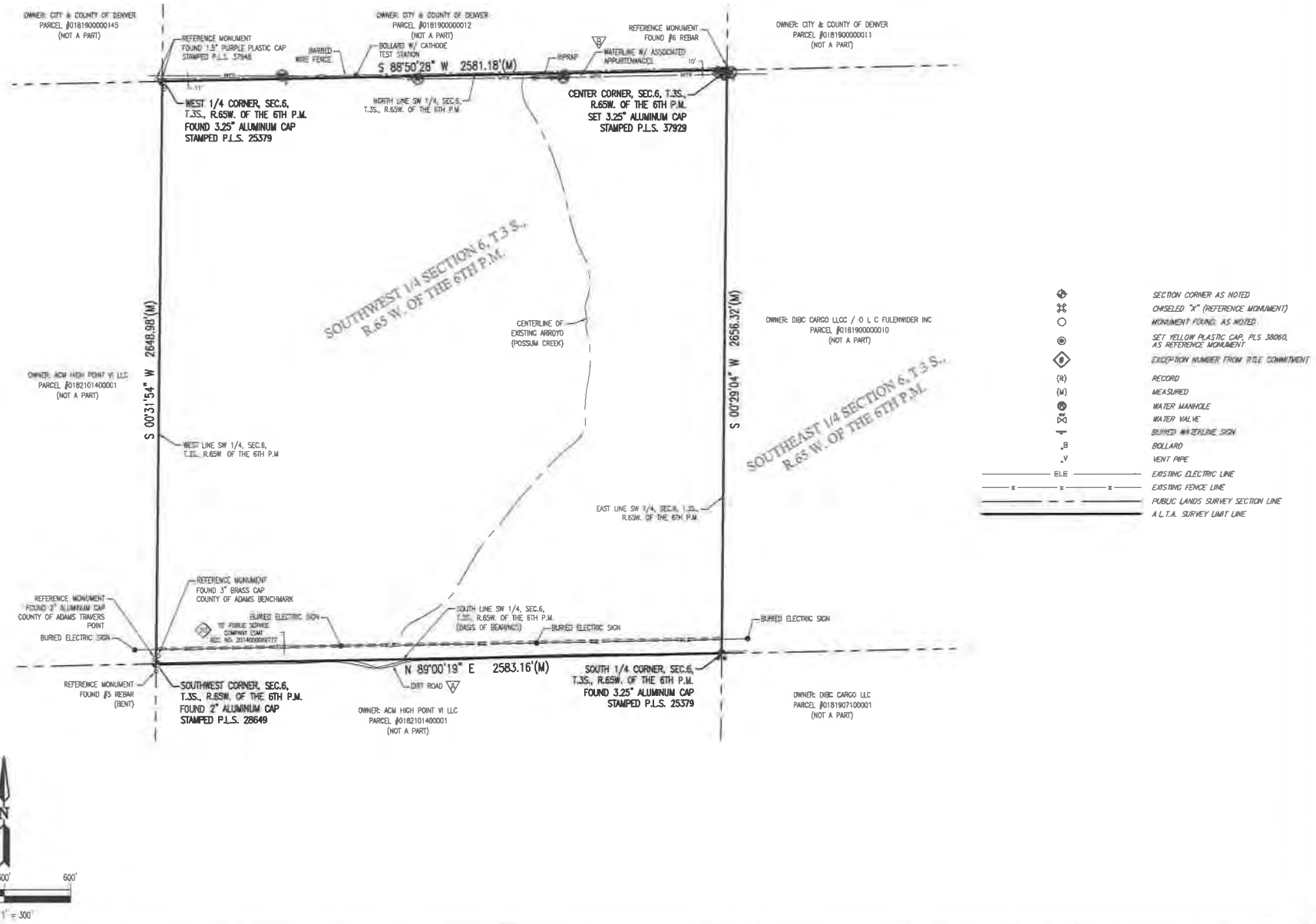


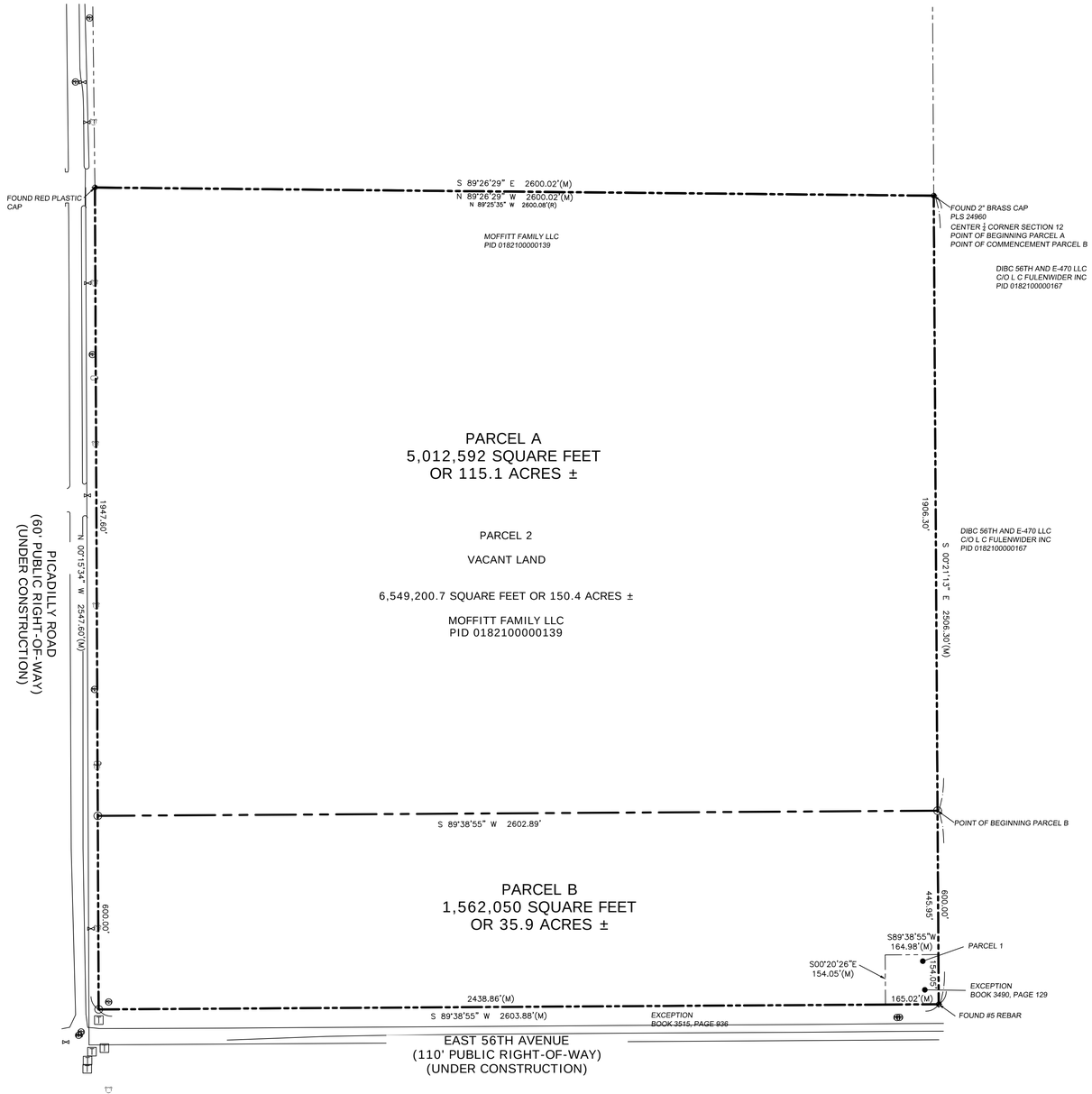
EXHIBIT C-2
INCLUSION AREA BOUNDARY MAP

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SCALE: 1" = 200'

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EXHIBIT D

Intergovernmental Agreement between the District and Aurora

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF AURORA, COLORADO
AND
BOWIP METROPOLITAN DISTRICT NO. 1

THIS **AGREEMENT** is made and entered into as of this ____ day of _____, ____, by and between the **CITY OF AURORA**, a home-rule municipal corporation of the State of Colorado ("**City**"), and **BOWIP METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "**District**"). The City and the District are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District's Service Plan approved by the City on _____ ("**Service Plan**"); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the City and the District, as required by the Aurora City Code; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement ("**Agreement**").

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Operations and Maintenance. The Districts shall dedicate the Public Improvements (as defined in the Service Plan) to the City or other appropriate jurisdiction or 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 Fee imposed by the District for access to such park and recreation improvements shall not result in Non-District City residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the District. However, the District shall be entitled to impose an administrative fee as necessary to cover additional expenses associated with Non-District City residents to ensure that such costs are not the responsibility of District residents. All such Fees shall be based upon the District's determination that such Fees do not exceed reasonable annual market fee for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the Districts shall be open to the general public and Non-District City residents, subject to the rules and regulations of the Districts as adopted from time to time. Trails which are interconnected with a city or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the Districts.

2. Fire Protection. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction. The District shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

5. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction and of those special districts that qualify as "interested parties" under Section 32-1-204(1), C.R.S., as applicable. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-

exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

8. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not any time exceed the Maximum Debt Mill Levy of the Districts.

9. Initial Debt. On or before the effective date of approval by the City of an Approved Development Plan (as defined in the Service Plan), the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any fees used for the purpose of repayment of Debt.

10. Total Debt Issuance. The Districts shall not issue Debt in excess of One Hundred Twenty Million Dollars ($120,000,000).

11. Fee Limitation. Each of the Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

12. Debt Issuance Limitation. The District shall not be authorized to incur any indebtedness until such time as the District has approved and executed the IGA and approved the imposition of the Aurora Regional Improvement Mill Levy (as defined in the Service Plan) upon all taxable property located within the boundaries of the District.

13. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to

specific ownership taxes which shall be distributed to and a revenue source for the District without any limitation.

14. Consolidation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City, unless such consolidation is with District No. 2.

15. Bankruptcy. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

16. Dissolution. Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

17. Disclosure to Purchasers. The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, Fees, tolls and charges. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

18. Service Plan Amendment Requirement. Actions of the District which violate the limitations set forth in V.A.1-14 or VII.B-G of the Service Plan shall be deemed to be material modifications to the Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

19. Multiple District Structure. It is anticipated that the Districts, collectively, will undertake the financing and construction of the improvements contemplated herein. Specifically, the Districts shall enter into an Intergovernmental Agreement which shall govern the relationships between and among the Districts with respect to the financing, construction and operation of the improvements contemplated herein. The District will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements.

20. Annual Report. The District shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued, pursuant to the City Code and containing the information set forth in Section VIII of the Service Plan.

21. Regional Improvements. The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of participation in the alternatives set forth in Section VI.A, B or C of the Service Plan.

The District shall impose the ARI Mill Levy and shall convey it as follows:

(a) If the District has executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the terms of which provide for the City to appoint no less than thirty percent (30%) and no more than forty-nine percent (49%) of the board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

(b) If the City and the District have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the District in accordance with such agreement; or

(c) If neither Section VI.A nor VI.B of the Service Plan is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under Section VI of the Service Plan and shall not expend such revenue until an intergovernmental agreement is executed between the District establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the Service Plan by the City and neither Section VI.A nor VI.B of the Service Plan have occurred within two (2) years from the date of the approval of

the Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the District as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, the District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI. B of the Service Plan. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Section VI.A, B or C of the Service Plan, unless the City has agreed otherwise in writing; provided, however in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. The District shall cease to be obligated to impose, collect and convey to the City the revenue from the ARI Mill Levy described in Section VI of the Service Plan at such time as the area within the District's boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements.

22. Maximum Debt Mill Levy. The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

(d) For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 of the Service Plan; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

(e) 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.

(f) For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 of the Service Plan, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

23. Maximum Debt Mill Levy Imposition Term. The District shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI of the Service Plan. Other than the ARI Mill Levy, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

24. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:
BOWIP Metropolitan District No. 1
c/o McGeady Becher PC
450 East 17th Ave, Suite 100
Denver, CO 80203
Attn: Megan Becher
Phone: (303)592-4380
Fax: (303)592-4385

To the City:
City of Aurora
15151 E. Alameda Pkwy., 5th Floor
Aurora, CO 80012
Attn: City Attorney
Phone: (303) 739-7030
Fax: (303) 739-7042

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

25. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

26. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

27. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

28. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

29. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

30. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

31. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

32. **Severability**. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

33. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

34. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

35. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

BOWIP METROPOLITAN DISTRICT NO. 1

By: _____
President

Attest:

_____
Secretary

CITY OF AURORA, COLORADO

By: _____
Bob LeGare, Mayor

Attest:

By: _____

Its: _____

APPROVED AS TO FORM: _____

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF AURORA, COLORADO
AND
SKY DANCE METROPOLITAN DISTRICT NO. 1
(F.K.A. BOWIP METROPOLITAN DISTRICT NO. 1)

THIS **FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO AND SKY DANCE METROPOLITAN DISTRICT NO. 1 (f.k.a BOWIP Metropolitan District No. 1)** ("**Amendment**") is made and entered into as of this ____ day of _____, 2026, by and between the **CITY OF AURORA**, a home-rule municipal corporation of the State of Colorado (the "**City**"), and **SKY DANCE METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (f.k.a. BOWIP Metropolitan District No. 1, the "**District**"). The City and the District are collectively referred to herein as the "**Parties**."

RECITALS:

A. The Parties entered into that certain Intergovernmental Agreement between the City and the District dated December 4, 2020 (the "**Original IGA**"), whereby the Parties entered into certain agreements relative to the District's rights and obligations under the District's Service Plan as originally approved by the City on November 18, 2019 (as amended pursuant to a First Amendment dated March 3, 2022, the "**Service Plan**").

B. Concurrent herewith, the City has approved an Amended and Restated Service Plan for the District dated _____, 2026 ("**Amended and Restated Service Plan**"), which sets forth certain modifications to the requirements relative to the ARI Mill Levy and ARI Mill Levy Agreement (both as defined in the Amended and Restated Service Plan.

C. In conjunction with the approval of the Amended and Restated Service Plan, the Parties have determined that it is appropriate to amend the Original IGA with this Amendment in order to acknowledge the modifications contained in the Amended and Restated Service Plan.

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. All terms which are not defined herein shall have the same meaning as set forth in the Original IGA and the Amended and Restated Service Plan.

2. Amendment to Section 21.(c) of the IGA.

A. Section 21.(c) of the IGA is hereby deleted in its entirety, and substituted in lieu thereof shall be the following (revisions shown in **BOLD**):

"(c) If neither Section VI.A nor VI.B of the Service Plan is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under this Section VI and shall not expend such revenue until an intergovernmental agreement is executed between the District establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the **Amended and Restated** Service Plan by the City and neither Section VI.A nor VI.B of the **Amended and Restated** Service Plan have occurred within two (2) years from the date of the approval of the Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the District as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, the District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI.B of the Service Plan. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Section VI.A, B or C of the Service Plan, unless the City has agreed otherwise in writing; provided, however in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. The District shall cease to be obligated to impose, collect and convey to the City the revenue from the ARI Mill Levy described in 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 Ten Million Dollars ($10,000,000) pursuant to agreements as described in Sections VI.A, B or C of the Amended and Restated Service Plan. Such limit is not subject to the Total Debt Issuance Limitation described in Section VII of the Service Plan."

The remainder of Section 21 of the Original IGA shall remain unchanged.

3. Except as expressly set forth in this Amendment, all provisions of the IGA remain unchanged and in full force and effect, valid and binding on the parties thereto.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this Amendment is executed by the City and the Districts as of the date first above written.

SKY DANCE METROPOLITAN DISTRICT NO. 1

By: _____
President

Attest:

_____
Secretary

CITY OF AURORA, COLORADO

By: _____
MIKE COFFMAN, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Assistant City Attorney



Planning and Business Development

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

Miles 0 0.075 0.15

City of Aurora, Colorado

Sky Dance Metropolitan District #1 and Inclusion Area

N W E S

1/27/2026 I:\GIS\ArcGIS_Pro_Projects\Planning\Jake C\2026\2794-2797_Michael Kerrigan\2794_SkyDanceMD.aprx

CITY OF AURORA
Council Agenda Commentary

Item Title: Sky Dance Metropolitan District No. 2 Service Plan Amendment (Ordinance)
Item Initiator: Michael Kerrigan, Special District Administrator, Development Services
Staff Source/Legal Source: Michael Kerrigan, Special District Administrator, Development Services / Brian Rulla, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Economically Strong: Building a conducive development climate, a diverse mix of industries and housing options, and fostering economic growth so that our community thrives and remains resilient.

COUNCIL MEETING DATES:

Study Session: 3/23/2026

Regular Meeting: 4/6/2026

2nd Regular Meeting (if applicable): 4/20/2026

Item requires a Public Hearing: ☒ Yes ☐ No

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

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

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

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item as Proposed at Policy Committee

☒ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as Proposed at Study Session

☐ Information Only

☐ Approve Item as Proposed at Regular Meeting

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 2/26/2026

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

☒ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

Sky Dance Metropolitan District No. 2 ("District") is located in Adams County bounded generally between E. 57th Ave and E. 60th Ave on the north and south respectively, and N. Picadilly Rd. and N. Tibet Rd. on the west and east respectively. The District is currently undeveloped and is anticipated to include mixed use commercial and residential uses when developed. The District was created to provide for the public improvements for the use and benefit of the anticipated taxpayers of the district, it was primarily created to finance the construction of the public improvements.

In November of 2019 via Ordinance 2019-85, City Council approved the Service Plans for the BOWIP Metropolitan District Nos. 1-2. In February of 2022 City Council approved first amendments to the BOWIP Metropolitan District Nos. 1-2 Service Plans via Resolution 2022-46. In March of 2022 the BOWIP Metropolitan Districts Nos. 1-2 changed their names to be the Sky Dance Metropolitan District Nos. 1-2 respectively.

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

This ordinance is a request to approve an amended and restated service plan for the Sky Dance Metropolitan District No. 2; additionally, this ordinance will approve a first amendment to and authorize execution of an intergovernmental agreement between the City of Aurora and the District. Sky Dance Metropolitan District Nos. 1-2 are currently a party to that certain proposed establishment agreement to create the Fletcher Regional Improvement Authority ("FRIA"). FRIA requires its members to pursue an amendment to their respective service plans to comply with the FRIA Establishment Agreement.

Key changes to the Service Plan Amendment include:

- Change definition of ARI Mill Levy.
    - Removes the tiering concept in favor of a flat ARI Mill Levy.
    - ARI Mill Levy shall be 5 mills plus any applicable Mill Levy Adjustment.
- Added definition of ARI Mill Levy Agreement to be an IGA between the Districts and an ARI Authority regarding the imposition, collection, and transfer of ARI Mill Levies.

FISCAL IMPACT

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

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

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

N/A

BUDGETED EXPENDITURE IMPACT

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does the Council support approval of the ordinance and wish to forward this item to City Council Meeting as proposed?

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)

ORDINANCE NO. 2026- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING AN AMENDED AND RESTATED SERVICE PLAN FOR SKY DANCE METROPOLITAN DISTRICT NO. 2 (F.K.A. BOWIP METROPOLITAN DISTRICT NO. 2)

WHEREAS, the City Council (the "City Council") of the City of Aurora, Colorado (the "City") previously approved the Sky Dance Metropolitan District No. 2 (formerly BOWIP Metropolitan District No. 2) Service Plan on November 18, 2019 as amended by that First Amendment to the Service Plan on February 14, 2022 (collectively, the "Service Plan") for the Sky Dance Metropolitan District No. 2 (the "District"); and

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 the District has been submitted to the City Council; 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 Amended and Restated 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 Aurora Regional Improvement mill levy 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 in the District's regional area; and

WHEREAS, the Amended and Restated Service Plan provides that the definition of "ARI Master Plan": "means one or more capital improvement plans established pursuant to an ARI 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;" and

WHEREAS, the Amended and Restated Service Plan further provides that the definition of "ARI Mill Levy": "means the mill levy imposed for payment of the costs of planning, design, permitting, construction, acquisition and financing of the improvements described in an ARI Master Plan, which shall be five (5) mills, plus the applicable Mill Levy Adjustment, provided that if an ARI Establishment Agreement has been entered into, the imposition, commencement year, duration, and collection of the ARI Mill Levy shall be as set forth in such agreement. If no such agreement has been entered into, the ARI Mill Levy shall be imposed beginning in the first year after approval of this Amended and Restated Service Plan and continuing in each year thereafter, including but not limited to as set forth in the ARI Mill Levy Agreement;" and

WHEREAS, the District intends to enter into an ARI Establishment Agreement after the passage of this Ordinance; 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 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 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 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 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 creation of the District will be in the best interests of the area proposed to be served.

Section 3. The City Council hereby approves the Amended and Restated Service Plan for the District as submitted.

Section 4. The ARI Master Plan and ARI Mill Levy defined in this Amended and Restated Service Plan applies only to Sky Dance Metropolitan District No. 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. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 6. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

Section 7. Future amendments to the Intergovernmental Agreement Between the City and the District as well as amendments to the Service Plan shall be by resolution.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2026.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2026.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: _____ RLA
BRIAN J. RULLA, Sr. Assistant City Attorney

February 5, 2026

VIA EMAIL

Ms. Laura Perry
Deputy City Manager
City of Aurora
15151 E. Alameda Pkwy., Suite 5200
Aurora, CO 80012-1553
lperry@auroragov.org

Re: Transmittal of Amended and Restated Service Plans for
Sky Dance Metropolitan District Nos. 1 and 2

Dear Ms. Perry:

Enclosed for consideration by the City of Aurora are the Amended and Restated Service Plans for Sky Dance Metropolitan District Nos. 1 and 2 (formerly BOWIP Metropolitan District Nos. 1 and 2, collectively known as the "**Districts**"). Contact information for the relevant parties is as follows:

District's Counsel:

Megan Becher
McGeady Becher Cortese Williams P.C.
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203
Phone: (303) 592-4380
Email: mbecher@specialdistrictlaw.com

Owner/Developer:

Westside Investments LLC
Attn: Megan Waldschmidt
4100 East Mississippi Avenue, Suite 500
Denver, CO 80246
Phone: (303) 984-9800
Email: mwaldschmidt@westsideinv.com

BACKGROUND INFORMATION

On November 18, 2019, the City Council of the City of Aurora, Colorado (the "**City**") approved the Districts' Service Plans (the "**Original Service Plans**"). As a result of court and other delays due to COVID, the Districts' organizations were delayed to November 19, 2020. The City Council subsequently approved First Amendments to the Original Service Plans on February 14, 2022 (the "**First Amendments**") which authorized certain boundary and service area modifications for the Districts. Enclosed are proposed the proposed Amended and Restated Original Service Plans (the "**Amendments and Restatements**"). The Amendments and Restatements are intended to supersede and replace the Original Service Plans and the First Amendments. Additionally, as a result of the Amendments and Restatements, certain modifications were necessary to the Districts' respective Intergovernmental Agreements with the City ("**First Amendments to IGAs**").

JUSTIFICATION FOR REQUEST

The Districts are seeking approval of the Amendments and Restatements and First Amendments to IGAs in connection with the organization of the proposed Fletcher Regional Improvement Authority ("**FRIA**") and the Districts' desire to pledge their Regional Improvement Mill Levies to FRIA for the financing and construction of certain Regional Improvements. Specifically:

- The Districts desire to clarify their respective rights to impose a Regional Mill Levy in the amount of five (5) mills in the event an ARI Establishment Agreement is entered into within two (2) years following the date of approval of the Amendments and Restatements.

Enclosed for formal consideration by the City are:

1. Clean copies of the proposed Amendments and Restatements.

2. Clean copies of the proposed First Amendments to IGAs.

Finally, we will be transmitting the required Service Plan Amendment and Modification Fee in the amount of $2,740.00 via Federal Express to your attention under separate cover. Should you have any questions or need any further information to process the Amendments and Restatements, please do not hesitate to contact me.

Very truly yours,
MCGEADY BECHER CORTESE WILLIAMS P.C.

Megan Becher

Megan Becher

Enclosures
cc: Megan Waldschmidt (via email mwaldschmidt@westsideinv.com)
Mark Witkiewicz (via email mwitkiewicz@westsideinv.com)

AMENDED AND RESTATED SERVICE PLAN FOR

SKY DANCE METROPOLITAN DISTRICT NO. 2

(F.K.A. BOWIP METROPOLITAN DISTRICT NO. 2)

CITY OF AURORA, COLORADO

Prepared by:

McGeady Becher Cortese Williams P.C.
450 East 17th Avenue
Suite 400
Denver, CO 80203

Submitted: _____, 2026

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EXHIBIT C-1 Initial District Boundary Map

EXHIBIT C-2 Inclusion Area Boundary Map

EXHIBIT D Intergovernmental Agreement between the District and Aurora

I. INTRODUCTION

A. Purpose and Intent

The District is an independent unit of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Service Plan, its activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Service Plan. It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these Public Improvements.

On November 18, 2019, the City Council of the City of Aurora, Colorado (the "**City**") approved a Service Plan (the "**Original Service Plan**") for BOWIP Metropolitan District No. 2 (the "**District**"). The District was organized on November 19, 2020, by recordation of an Order and Decree in the office of the Adams County Clerk and Recorder. A First Amendment to the Original Service Plan ("**First Amendment**") was approved by the City on February 14, 2022, the terms of which have been incorporated herein.

This Amended and Restated Service Plan shall supersede and replace the Original Service Plan and First Amendment in their entirety.

B. Need for the District.

There are currently no other governmental entities, including the City, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the City Regarding District's Service Plan.

The City's objective in approving the Service Plan for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for residential properties and at a tax mill levy no higher than the Maximum Debt Mill Levy for commercial and residential properties, and/or repaid by Fees, as long as such Fees are not imposed upon or collected from Taxable Property owned or occupied by an End User for the purpose of creating a capital cost payment obligation as further described in Section V.A.11. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax and Fee burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Service Plan is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary

purpose is to provide for the Public Improvements associated with development and regional needs. Operational activities are allowed, but only through an intergovernmental agreement with the City.

It is the intent of the District to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt, and if the District has authorized operating functions under an intergovernmental agreement with the City, to retain only the power necessary to impose and collect taxes or Fees to pay for these costs.

The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Fees or from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy on commercial and residential properties and which shall not exceed the Maximum Debt Mill Levy Imposition Term on residential properties. It is the intent of this Service Plan to assure to the extent possible that no commercial or residential property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no property developed for a residential use bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District. With regard to Regional Improvements, this Service Plan also provides for the Districts to pay a portion of the cost of regional infrastructure as part of ensuring that development and those that benefit from development pay for the associated costs.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Agreed Upon Procedures Engagement: means an attestation 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 nonfinancial information. Because the needs of an engaging party may vary, the nature, timing, and extent of the procedures may vary as well.

Amended and Restated Service Plan or Service Plan: means this Amended and Restated Service Plan for the District approved by City Council, which replaces and supersedes the Original Service Plan and the First Amendment.

Approved Development Plan: means a Framework Development Plan or other process established by the City for identifying, among other things, Public Improvements necessary for facilitating development for property within the Service Area as approved by the City pursuant to the City Code and as amended pursuant to the City Code from time to time.

ARI or Regional Improvements: means Aurora Regional Improvements.

ARI Authority: means one or more Authorities established by an ARI Authority Establishment Agreement.

ARI Establishment Agreement: means an intergovernmental agreement establishing an ARI Authority which has, at minimum, Title 32 special districts from three (3) or more Approved Development Plan areas as parties to the Agreement.

ARI Master Plan: means one or more capital improvement plans established pursuant to an ARI 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 planning, design, permitting, construction, acquisition and financing of the improvements described in an ARI Master Plan, which shall be five (5) mills, plus the applicable Mill Levy Adjustment, provided that if an ARI Establishment Agreement has been entered into, the imposition, commencement year, duration, and collection of the ARI Mill Levy shall be as set forth in such agreement. If no such agreement has been entered into, the ARI Mill Levy shall be imposed beginning in the first year after approval of this Amended and Restated Service Plan and continuing in each year thereafter, including but not limited to as set forth in the ARI Mill Levy Agreement.

ARI Mill Levy Agreement: means an Intergovernmental Agreement Regarding Imposition, Collection and Transfer of ARI Mill Levies entered into by the District and an ARI Authority as may be amended from time to time.

Board: means the board of directors of the District.

Bond, Bonds or Debt: means bonds or other obligations for the payment of which the District has promised to impose an ad valorem property tax mill levy, and/or collect Fee revenue.

City: means the City of Aurora, Colorado.

City Code: means the City Code of the City of Aurora, Colorado.

City Council: means the City Council of the City of Aurora, Colorado.

District: means Sky Dance Metropolitan District No. 2, formerly known as BOWIP Metropolitan District No. 2.

District No. 1: means Sky Dance Metropolitan District No. 1, formerly known as BOWIP Metropolitan District No. 1.

Districts: means the District and District No. 1, collectively.

End User: means any owner, or tenant of any owner, of any taxable improvement within the Districts who is intended to become burdened by the imposition of ad valorem

property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

External Financial Advisor: means a consultant that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Fee(s): means any fee imposed by the Districts for services, programs or facilities provided by the Districts, as described in Section V.A.11. below.

Financial Plan: means the combined Financial Plan of the Districts as described in Section VII which describes (i) how the Public Improvements are to be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

Inclusion Area Boundaries: means the boundaries of the area described in the Inclusion Area Boundary Map.

Inclusion Area Boundary Map: means the map attached hereto as **Exhibit C-2**, describing the property proposed for inclusion within one, but not any more than one, of the boundaries of the Districts.

Initial District Boundaries: means the boundaries of the area 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 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.

Project: means the development or property commonly referred to as High Point at DIA.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act, except as specifically limited in Section V below to serve the future taxpayers and inhabitants of the Service Area as determined by the Board of the District.

Regional Improvements: means Public Improvements and facilities that benefit the Service Area and which are to be financed pursuant to Section VI below.

Service Area: means the property within the Initial District Boundary Map and the Inclusion Area Boundary Map.

Service Plan Amendment: means an amendment to the Service Plan approved by City Council in accordance with the City's ordinance and the applicable state law.

Special District Act: means Section 32-1-101, et seq., of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real or personal property within the Service Area subject to ad valorem taxes imposed by the Districts.

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately one hundred fifty-five (155) acres and the total area proposed to be included in the Inclusion Area Boundaries is one hundred fifty-one (151) acres nearby the Initial District Boundaries. 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**. It is anticipated that the District's boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Section 32-1-401, et seq., C.R.S., and Section 32-1-501, et seq., C.R.S., subject to the limitations set forth in Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately one-hundred fifty-one (151) acres of land developed as or to be developed as a mixed-use community including retail, commercial, office, industrial and residential uses. The current assessed valuation of the Service Area is $0.00 for

purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The day-time population of the District at build-out is estimated to be approximately two thousand six hundred (2,600) people.

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Service Plan Amendment.

The District shall have the power and authority to provide the Public Improvements and related operation and maintenance services within and without the boundaries of the District as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

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 Fee imposed by the Districts for access to such park and recreation improvements shall not result in Non-District Aurora residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the Districts. However, the Districts shall be entitled to impose an administrative Fee as necessary to cover additional expenses associated with Non-District Aurora residents to ensure that such costs are not the responsibility of Districts residents. All such Fees shall be based upon the Districts' determination that such Fees do not exceed reasonable annual market fees for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the Districts shall be open to the general public and Non-District Aurora residents, subject to the rules and regulations of the Districts as adopted from time to time. Trails which are interconnected with a city or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the Districts.

2. Fire Protection Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection

facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction Limitation. Acknowledging that the City has financed public golf courses and desires to coordinate the construction of public golf courses in the City's boundaries, the District shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

5. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

8. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not

consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

9. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Fees used for the purpose of repayment of Debt.

10. Total Debt Issuance Limitation. The District shall not issue Debt in excess of One Hundred Twenty Million Dollars ($120,000,000).

11. Fee Limitation. Each of the Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

12. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the District without any limitation.

13. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City, unless such consolidation is with District No. 2.

14. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

15. Service Plan Amendment Requirement. This Service Plan has been designed with sufficient flexibility to enable the District to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the District which violate the limitations set forth in Sections V.A.1-14 above or in VII.B-G. shall be deemed to be material modifications to this Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

B. Preliminary Engineering Survey.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the District, to be more specifically defined in an Approved Development Plan. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the Service Area and is approximately Fifty Million Dollars ($50,000,000).

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the City and shall be in accordance with the requirements of the Approved Development Plan. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

C. Multiple District Structure.

It is anticipated that the Districts, collectively, will undertake the financing and construction of the improvements contemplated herein. Specifically, the Districts may enter into an Intergovernmental Cost Sharing and Recovery Agreement which shall govern the relationships between and among the Districts with respect to the financing, construction and operation of the improvements contemplated herein. The District will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements.

VI. REGIONAL IMPROVEMENTS

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the

provisions of the Regional Improvements incurred as a result of participation in the alternatives set forth in Sections VI.A, B or C below.

The District shall impose the ARI Mill Levy and shall convey it as follows:

A. If the District has executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the terms of which provide for the City to appoint no less than thirty percent (30%) and no more than forty-nine percent (49%) of the board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

B. If the City and the District have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the District in accordance with such agreement; or

C. If neither Section VI.A nor VI.B above is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under this Section VI and shall not expend such revenue until an intergovernmental agreement is executed between the District establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the Amended and Restated Service Plan by the City and neither Section VI.A nor VI.B above have occurred within two (2) years from the date of the approval of the Amended and Restated Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the District as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, the District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI. B above. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Sections VI.A, B or C set forth above, unless the City has agreed otherwise in writing; provided, however in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related

improvements. The District shall cease to be obligated to impose, collect and convey to the City the revenue from the ARI Mill Levy described in this Section VI at such time as the area within the District's boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements.

The District shall have the authority to issue Debt for the Regional Improvements, in an amount not to exceed Ten Million Dollars ($10,000,000) 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 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 revenues derived from the Maximum Debt Mill Levy and other legally available revenues. The total Debt that the District shall be permitted to issue shall not exceed One Hundred Twenty Million Dollars ($120,000,000) and shall be permitted to be issued on a schedule and in such year or years as the District determine shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. All bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including general ad valorem taxes and Fees to be imposed upon all Taxable Property within the District. The District will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy.

The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

1. For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such

portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 below; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

2. For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

3. For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 above, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

D. Maximum Debt Mill Levy Imposition Term.

The District shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI. Other than the ARI Mill Levy, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

E. Debt Repayment Sources.

The District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance. The District may also rely upon various other revenue sources authorized by law. At the District's discretion, these may include the power to assess fees, rates, tolls, penalties, or charges

as provided in Section 32-1-1001(l), C.R.S., as amended from time to time. In no event shall the debt service mill levy in the District exceed the Maximum Debt Mill Levy or, for residential property within the District, the Maximum Debt Mill Levy Imposition Term, except pursuant to an intergovernmental agreement between the District and the City for Regional Improvements.

F. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

> By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Service Plan for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

G. Security for Debt.

The District shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the City of payment of any of the District's obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

H. TABOR Compliance.

The District will comply with the provisions of TABOR. In the discretion of the Board, the District may set up other qualifying entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by the District will remain under the control of the District's Board.

I. District's Operating Costs.

The 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, are anticipated to be Seventy Five Thousand Dollars ($75,000), 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 is estimated to be Fifty Thousand Dollars ($50,000) 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 mill levy as necessary for provision of operation and maintenance services to its taxpayers and service users.

J. Agreed Upon Procedures Engagement.

For metropolitan 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 by the City 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 Agreed Upon Procedures 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.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.

2. Intergovernmental Agreements with other governmental entities, either entered into or proposed as of December 31 of the prior year.

3. Copies of the District's rules and regulations, if any as of December 31 of the prior year.

4. A summary of any litigation which involves the District Public Improvements as of December 31 of the prior year.

5. Status of the District's construction of the Public Improvements as of December 31 of the prior year.

6. A list of all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of December 31 of the prior year.

7. The assessed valuation of the District for the current year.

8. Current year budget including a description of the Public Improvements to be constructed in such year.

9. Audit of the District's financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.

10. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.

11. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

IX. DISSOLUTION

Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

X. DISCLOSURE TO PURCHASERS

The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, Fees, tolls and charges. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

XI. INTERGOVERNMENTAL AGREEMENT

The form of the intergovernmental agreement required by the City Code, relating to the limitations imposed on the District's activities, is attached hereto as **Exhibit D**. The District shall approve the intergovernmental agreement in the form attached as **Exhibit D** at its first Board meeting after its organizational election. Failure of the District to execute the intergovernmental agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The City Council shall approve the intergovernmental agreement in the form attached as **Exhibit D** at the public hearing approving the Service Plan.

XII. CONCLUSION

It is submitted that this 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.

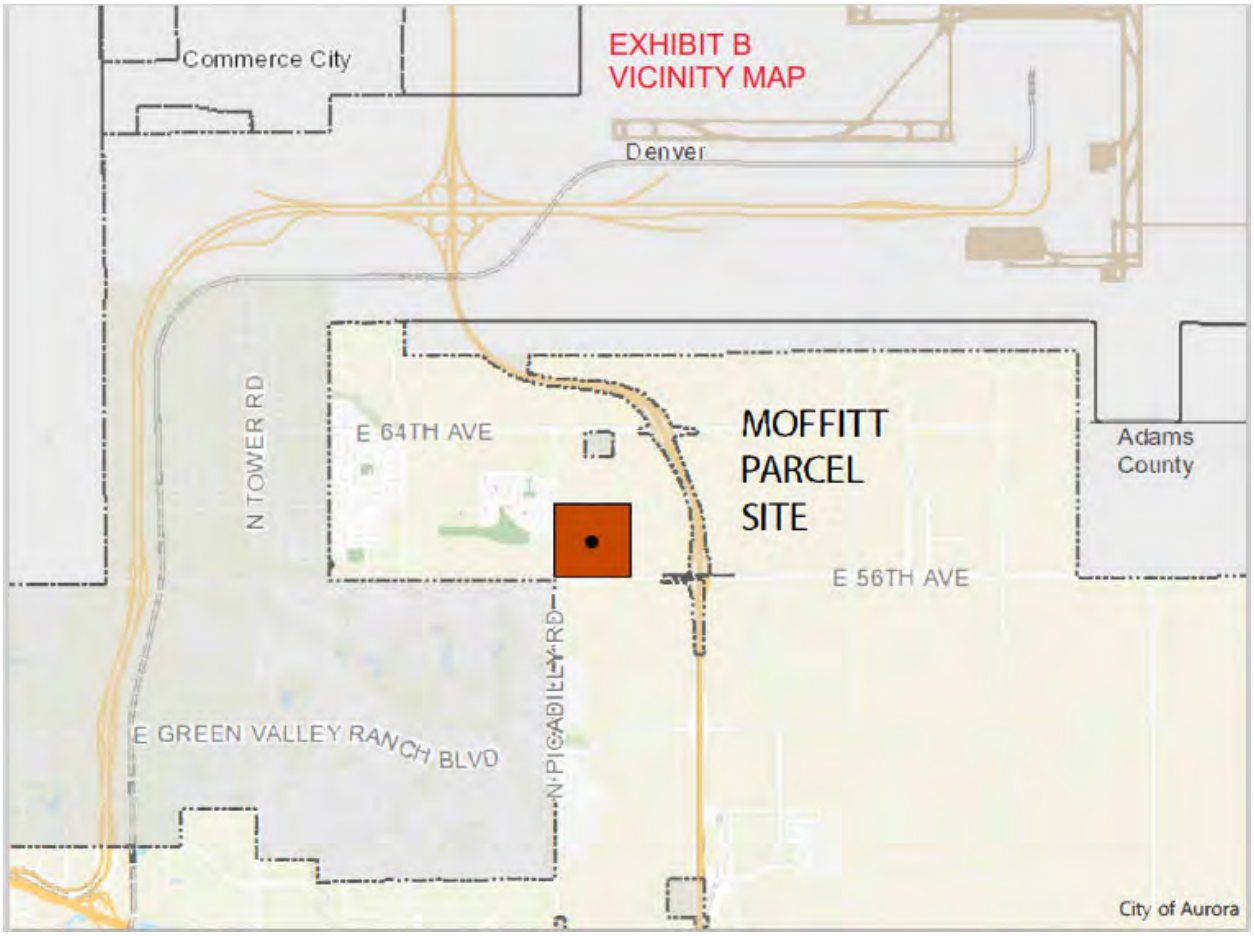
9. The creation of the District is in the best interests of the area proposed to be served.

EXHIBIT A

Legal Description

THE SOUTHWEST ¼ OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO.

EXHIBIT B
AURORA VICINITY MAP



Doc ID: 7d557ba3efaa0eb590835815f96afcab35739aba

EXHIBIT C-1

INITIAL DISTRICT BOUNDARY MAP

EXHIBIT C1
BOUNDARY MAP

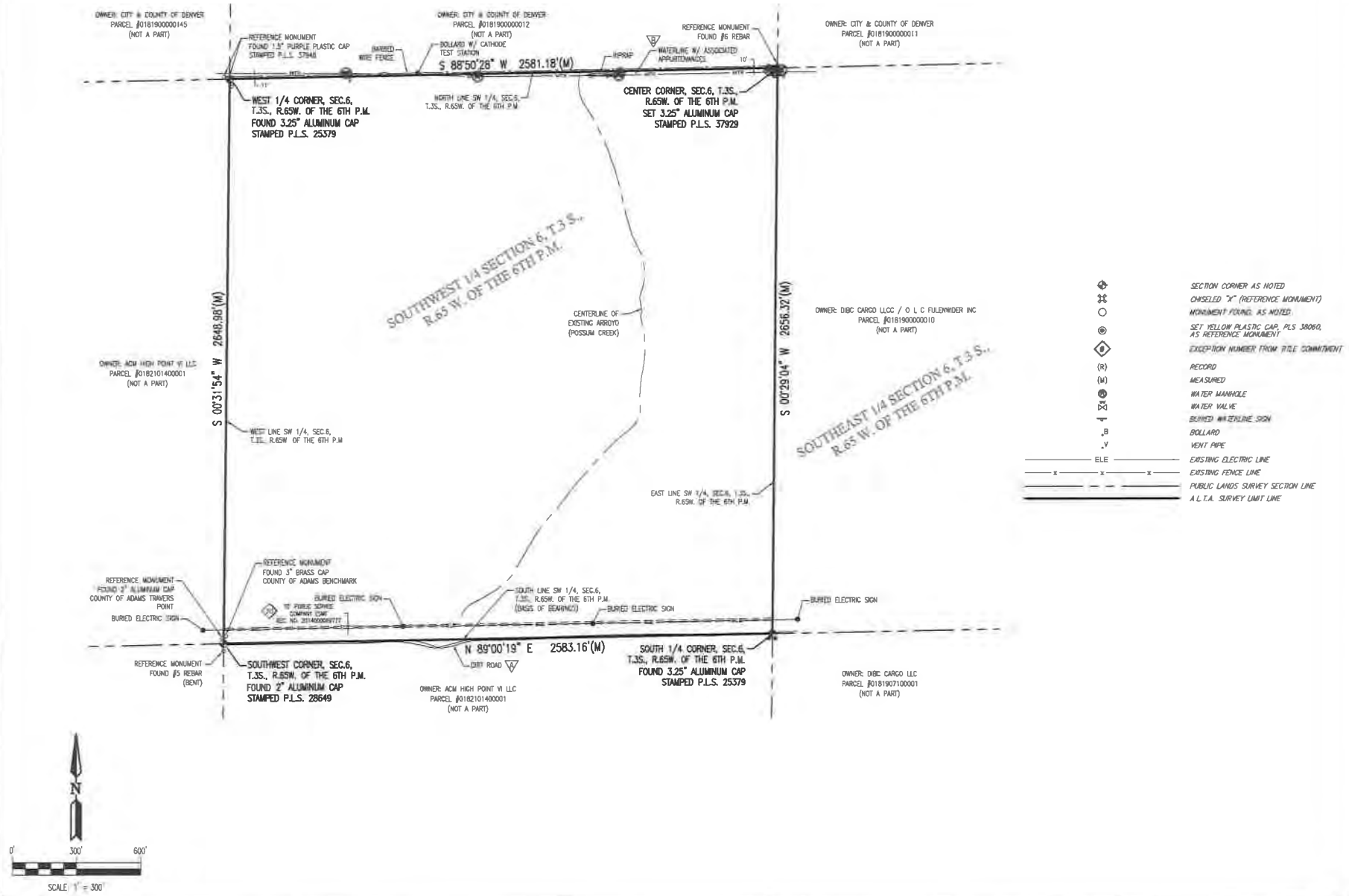
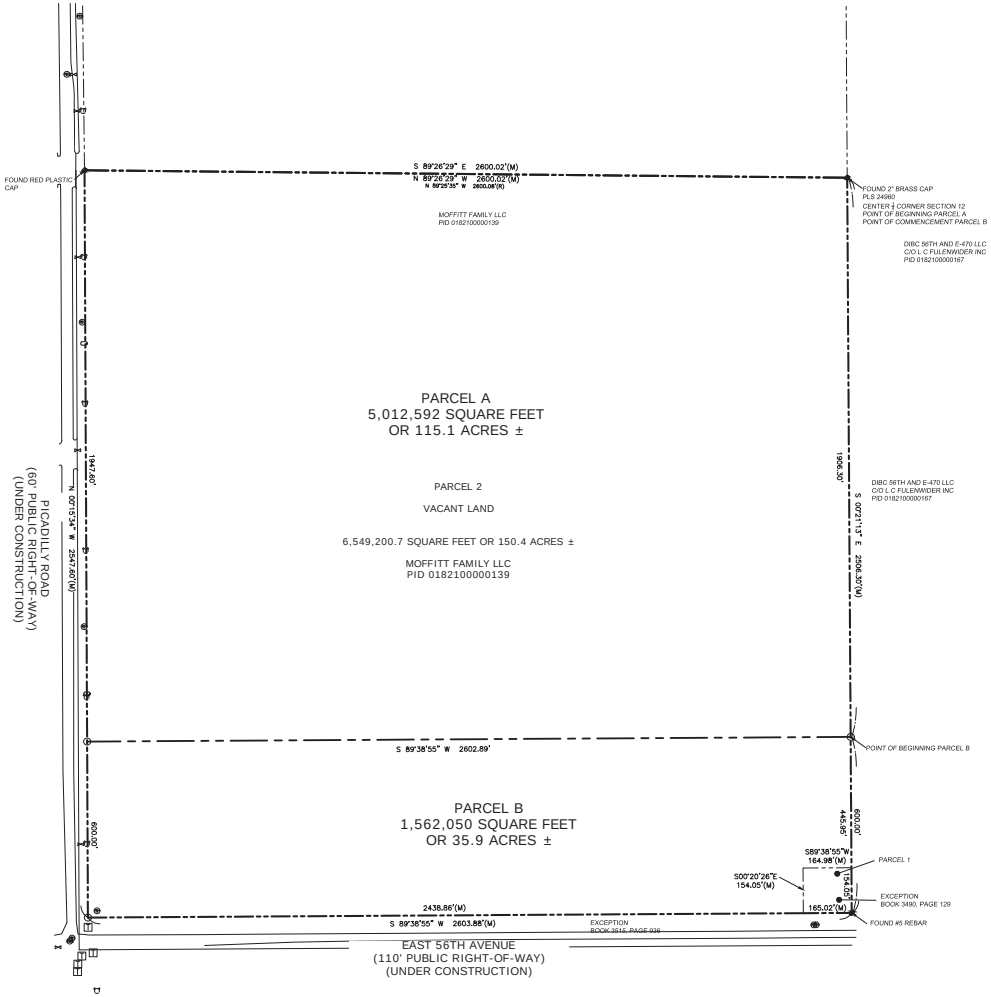


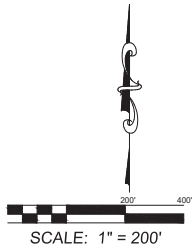
EXHIBIT C-2

Inclusion Area Boundary Map

Commercial Real Estate
Due Diligence Management
3465 South Arlington Rd Suite E#183
Akron, OH 44312
330.294.1077
www.amnational.net







SCALE: 1" = 200'

Sheet 2 of 2

Doc ID: 7d557ba3efaa0eb590835815f96afcab35739aba

EXHIBIT D

Intergovernmental Agreement between the District and Aurora

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF AURORA, COLORADO
AND
BOWIP METROPOLITAN DISTRICT NO. 2

THIS **AGREEMENT** is made and entered into as of this ____ day of _____, ____, by and between the **CITY OF AURORA**, a home-rule municipal corporation of the State of Colorado ("**City**"), and **BOWIP METROPOLITAN DISTRICT NO. 2**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "**District**"). The City and the District are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District's Service Plan approved by the City on _____ ("**Service Plan**"); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the City and the District, as required by the Aurora City Code; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement ("**Agreement**").

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Operations and Maintenance. The Districts shall dedicate the Public Improvements (as defined in the Service Plan) to the City or other appropriate jurisdiction or 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 Fee imposed by the District for access to such park and recreation improvements shall not result in Non-District City residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the District. However, the District shall be entitled to impose an administrative fee as necessary to cover additional expenses associated with Non-District City residents to ensure that such costs are not the responsibility of District residents. All such Fees shall be based upon the District's determination that such Fees do not exceed reasonable annual market fee for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the Districts shall be open to the general public and Non-District City residents, subject to the rules and regulations of the Districts as adopted from time to time. Trails which are interconnected with a city or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the Districts.

2. Fire Protection. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction. The District shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

5. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction and of those special districts that qualify as "interested parties" under Section 32-1-204(1), C.R.S., as applicable. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-

exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

8. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not any time exceed the Maximum Debt Mill Levy of the Districts.

9. Initial Debt. On or before the effective date of approval by the City of an Approved Development Plan (as defined in the Service Plan), the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any fees used for the purpose of repayment of Debt.

10. Total Debt Issuance. The Districts shall not issue Debt in excess of One Hundred Twenty Million Dollars ($120,000,000).

11. Fee Limitation. Each of the Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

12. Debt Issuance Limitation. The District shall not be authorized to incur any indebtedness until such time as the District has approved and executed the IGA and approved the imposition of the Aurora Regional Improvement Mill Levy (as defined in the Service Plan) upon all taxable property located within the boundaries of the District.

13. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to

specific ownership taxes which shall be distributed to and a revenue source for the District without any limitation.

14. Consolidation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City, unless such consolidation is with District No. 2.

15. Bankruptcy. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

16. Dissolution. Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

17. Disclosure to Purchasers. The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, Fees, tolls and charges. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

18. Service Plan Amendment Requirement. Actions of the District which violate the limitations set forth in V.A.1-14 or VII.B-G of the Service Plan shall be deemed to be material modifications to the Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

19. Multiple District Structure. It is anticipated that the Districts, collectively, will undertake the financing and construction of the improvements contemplated herein. Specifically, the Districts shall enter into an Intergovernmental Agreement which shall govern the relationships between and among the Districts with respect to the financing, construction and operation of the improvements contemplated herein. The District will establish a mechanism whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements.

20. Annual Report. The District shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued, pursuant to the City Code and containing the information set forth in Section VIII of the Service Plan.

21. Regional Improvements. The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of participation in the alternatives set forth in Section VI.A, B or C of the Service Plan.

The District shall impose the ARI Mill Levy and shall convey it as follows:

(a) If the District has executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the terms of which provide for the City to appoint no less than thirty percent (30%) and no more than forty-nine percent (49%) of the board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

(b) If the City and the District have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the District in accordance with such agreement; or

(c) If neither Section VI.A nor VI.B of the Service Plan is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under Section VI of the Service Plan and shall not expend such revenue until an intergovernmental agreement is executed between the District establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the Service Plan by the City and neither Section VI.A nor VI.B of the Service Plan have occurred within two (2) years from the date of the approval of

the Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the District as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, the District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI. B of the Service Plan. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Section VI.A, B or C of the Service Plan, unless the City has agreed otherwise in writing; provided, however in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. The District shall cease to be obligated to impose, collect and convey to the City the revenue from the ARI Mill Levy described in Section VI of the Service Plan at such time as the area within the District's boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements.

22. Maximum Debt Mill Levy. The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

(d) For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 of the Service Plan; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

(e) 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.

(f) For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 of the Service Plan, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

23. Maximum Debt Mill Levy Imposition Term. The District shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI of the Service Plan. Other than the ARI Mill Levy, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

24. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:
BOWIP Metropolitan District No. 2
c/o McGeady Becher PC
450 East 17th Ave, Suite 100
Denver, CO 80203
Attn: Megan Becher
Phone: (303)592-4380
Fax: (303)592-4385

To the City:
City of Aurora
15151 E. Alameda Pkwy., 5th Floor
Aurora, CO 80012
Attn: City Attorney
Phone: (303) 739-7030
Fax: (303) 739-7042

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

25. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

26. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

27. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

28. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

29. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

30. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

31. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

32. **Severability**. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

33. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

34. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

35. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

BOWIP METROPOLITAN DISTRICT NO. 2

By: _____
President

Attest:

_____
Secretary

CITY OF AURORA, COLORADO

By: _____
Bob LeGare, Mayor

Attest:

By: _____

Its: _____

APPROVED AS TO FORM: _____

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF AURORA, COLORADO
AND
SKY DANCE METROPOLITAN DISTRICT NO. 2
(F.K.A. BOWIP METROPOLITAN DISTRICT NO. 2)

THIS **FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO AND SKY DANCE METROPOLITAN DISTRICT NO. 2 (f.k.a BOWIP Metropolitan District No. 2)** ("**Amendment**") is made and entered into as of this ____ day of _____, 2026, by and between the **CITY OF AURORA**, a home-rule municipal corporation of the State of Colorado (the "**City**"), and **SKY DANCE METROPOLITAN DISTRICT NO. 2**, a quasi-municipal corporation and political subdivision of the State of Colorado (f.k.a. BOWIP Metropolitan District No. 2, the "**District**"). The City and the District are collectively referred to herein as the "**Parties**."

RECITALS:

A. The Parties entered into that certain Intergovernmental Agreement between the City and the District dated December 4, 2020 (the "**Original IGA**"), whereby the Parties entered into certain agreements relative to the District's rights and obligations under the District's Service Plan as originally approved by the City on November 18, 2019 (as amended pursuant to a First Amendment dated March 3, 2022, the "**Service Plan**").

B. Concurrent herewith, the City has approved an Amended and Restated Service Plan for the District dated _____, 2026 ("**Amended and Restated Service Plan**"), which sets forth certain modifications to the requirements relative to the ARI Mill Levy and ARI Mill Levy Agreement (both as defined in the Amended and Restated Service Plan.

C. In conjunction with the approval of the Amended and Restated Service Plan, the Parties have determined that it is appropriate to amend the Original IGA with this Amendment in order to acknowledge the modifications contained in the Amended and Restated Service Plan.

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. All terms which are not defined herein shall have the same meaning as set forth in the Original IGA and the Amended and Restated Service Plan.

2. Amendment to Section 21.(c) of the IGA.

A. Section 21.(c) of the IGA is hereby deleted in its entirety, and substituted in lieu thereof shall be the following (revisions shown in **BOLD**):

"(c) If neither Section VI.A nor VI.B of the Service Plan is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under this Section VI and shall not expend such revenue until an intergovernmental agreement is executed between the District establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the **Amended and Restated** Service Plan by the City and neither Section VI.A nor VI.B of the **Amended and Restated** Service Plan have occurred within two (2) years from the date of the approval of the Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the District as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, the District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI.B of the Service Plan. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Section VI.A, B or C of the Service Plan, unless the City has agreed otherwise in writing; provided, however in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. The District shall cease to be obligated to impose, collect and convey to the City the revenue from the ARI Mill Levy described in 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 Ten Million Dollars ($10,000,000) pursuant to agreements as described in Sections VI.A, B or C of the Amended and Restated Service Plan. Such limit is not subject to the Total Debt Issuance Limitation described in Section VII of the Service Plan."

The remainder of Section 21 of the Original IGA shall remain unchanged.

3. Except as expressly set forth in this Amendment, all provisions of the IGA remain unchanged and in full force and effect, valid and binding on the parties thereto.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this Amendment is executed by the City and the Districts as of the date first above written.

SKY DANCE METROPOLITAN DISTRICT NO. 2

By: _____
President

Attest:

_____
Secretary

CITY OF AURORA, COLORADO

By: _____
MIKE COFFMAN, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Assistant City Attorney



Planning and Business Development

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

Miles 0 0.075 0.15

City of Aurora, Colorado

Sky Dance Metropolitan District #2 and Inclusion Area

N W E S

1/27/2026 I:\GIS\ArcGIS_Pro_Projects\Planning\Jake C\2026\2794-2797_Michael Kerrigan\2794_SkyDanceMD.aprx

CITY OF AURORA
Council Agenda Commentary

Item Title: Amend City Code Section 134-2(m) Pertaining to Updated State Law Requirements for Child Restraint Systems in Vehicles (Ordinance)
Item Initiator: Danelle Carrel, Manager of Executive Support, Police
Staff Source/Legal Source: Jason Pray, Lieutenant, Police / Mandy MacDonald, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Safe: Promoting safety in our built environment through effective administration of city codes and ordinances and responding to emergencies appropriately to preserve and enhance the community's sense of security and well-being.

COUNCIL MEETING DATES:

Study Session: 3/23/2026

Regular Meeting: 4/6/2026

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

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

Jason Pray, Lieutenant, Police / Mandy MacDonald, Assistant City Attorney
Estimated time: 5 mins

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

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

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

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☒ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

N/A

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

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 134-2(m) OF THE CITY CODE PERTAINING TO UPDATED STATE LAW REQUIREMENTS FOR CHILD RESTRAINT SYSTEMS IN VEHICLES

FISCAL IMPACT

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

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

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

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

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

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

QUESTIONS FOR COUNCIL

Does Council approve to move forward to Regular Session?

LEGAL COMMENTS

City Charter Section 3-9 authorizes the City Council to enact ordinances necessary to protect life, health and property and to preserve and enforce good government, general welfare, order and security of the city and the inhabitants thereof. (MacDonald)

The City Council, as governing body of the city, shall have the power to make ordinances as it shall deem necessary and proper to provide for the safety; preserve the health; promote the prosperity; and improve the morals, order, comfort and convenience of the city and the inhabitants thereof. Aurora City Code §2-32 (MacDonald)

City Council shall act only by ordinance, resolution or motion. All legislative enactments must be in the form of an ordinance; all actions, except as herein provided, may be in the form of Resolutions or motions. *See,* Section 5-1 Aurora City Charter. (MacDonald)

ORDINANCE NO. 2025- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 134-2(m) OF THE CITY CODE PERTAINING TO UPDATED STATE LAW REQUIREMENTS FOR CHILD RESTRAINT SYSTEMS IN VEHICLES

WHEREAS, on June 4, 2024, Governor Polis signed House Bill 24-1055 into law; and

WHEREAS, House Bill 24-1055 made certain changes to the legal requirements for child restraint systems in vehicles under C.R.S. § 42-4-236; and

WHEREAS, the intent of the updated legal requirements is to improve child passenger safety; and

WHEREAS, amending Section 134-2(m) of the Aurora City Code to align with the updated legal requirements under state law is in the best interests of the community, as it will improve the safety of child passengers in Aurora; and

WHEREAS, the Aurora Police Department requests an amendment to Section 134-2(m) of the Aurora City Code to align with the changes to state law:

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

Section 1. The City hereby amends Section 134-2(m) of the City Code to read as follows:

(m) Child restraint systems—Definitions—Exemptions. Section 236 of the Model Traffic Code is AMENDED to read as follows:

(1) As used in this section, unless the context otherwise requires:

(A) "Child care center" means a facility required to be licensed under the "Child Care Licensing Act", Article 6 of Title 26, C.R.S.

(B) "Child restraint system" means a specially designed seating system that is designed to protect, hold, or restrain a child in a motor vehicle in such a way as to prevent or minimize injury to the child in the event of a motor vehicle accident that is either permanently affixed to a motor vehicle or is affixed to such vehicle by a safety belt or a universal attachment system, and that meets the federal motor vehicle safety standards set forth in Section 49 CFR 571.213, as amended.

(C) "Motor vehicle" means a passenger car; a pickup truck; or a van, minivan, or sport utility vehicle with a gross vehicle weight rating of less than ten thousand pounds. "Motor vehicle" does not include motorcycles, low-power scooters, motorscooters, motorbicycles, motorized bicycles, and farm tractors and implements of husbandry designed primarily or exclusively for use in agricultural operations.

(D) "Safety belt" means a lap belt, a shoulder belt, or any other belt or combination of belts installed in a motor vehicle to restrain drivers and passengers, except any such belt that is physically a part of a child restraint system. "Safety belt" includes the anchorages, the buckles, and all other equipment directly related to the operation of safety belts. Proper use of safety belt means the shoulder belt, if present, crosses the shoulder and the chest and the lap belt crosses the hips, touching the thighs.

(E) "Seating position" means any motor vehicle interior space intended by the motor vehicle manufacturer to provide seating accommodation while the motor vehicle is in motion.

(2)(A)(i) Unless exempted pursuant to subsection (3) of this section and except as otherwise provided in ~~subparagraphs (ii) and (iii) of this paragraph (A)~~ SUBSECTIONS (2)(A)(ii), (2)(A)(iii), AND (2)(A)(iv) OF THIS SECTION, every child who is under ~~eight~~ NINE years of age and who is being transported in this state in a motor vehicle or in a vehicle operated by a child care center, shall be properly restrained in a child restraint system, according to the manufacturer's instructions.

(ii) If the child is less than ~~one year~~ TWO YEARS of age ~~and weighs less than 20 pounds~~, the child shall be properly restrained ~~in a rear-facing child restraint system~~ in a rear seat of the vehicle, IF A REAR SEAT IS AVAILABLE, AND:

(a) IN A REAR-FACING CHILD RESTRAINT SYSTEM IF THE CHILD WEIGHS UNDER FORTY POUNDS; OR

(b) IN A REAR-FACING OR FORWARD-FACING CHILD RESTRAINT SYSTEM IF THE CHILD WEIGHS FORTY POUNDS OR MORE.

(iii) If the child is ~~one year~~ TWO YEARS of age or older, but less than four years of age, and weighs ~~less than 40 pounds, but~~ at least 20 pounds, the child shall be properly restrained: ~~in a rear-facing or forward-facing child restraint system.~~

(a) IN A REAR-FACING OR FORWARD-FACING CHILD RESTRAINT SYSTEM; AND

(b) IN THE REAR SEAT OF A VEHICLE, IF A REAR SEAT IS AVAILABLE.

(iv) IF THE CHILD IS FOUR YEARS OF AGE OR OLDER, BUT LESS THAN NINE YEARS OF AGE, AND WEIGHS AT LEAST FORTY POUNDS, THE CHILD SHALL BE PROPERLY RESTRAINED:

(a) IN A CHILD RESTRAINT SYSTEM OR BOOSTER SEAT; AND

(b) IN THE REAR SEAT OF A VEHICLE, IF A REAR SEAT IS AVAILABLE.

(B) Unless excepted pursuant to subsection (3) of this section, every child who is at least ~~eight~~ NINE years of age but less than ~~16~~ EIGHTEEN years of age who is being transported in this state in a motor vehicle or in a vehicle operated by a child care center, shall be properly restrained in a safety belt or child restraint system according to the manufacturer's instructions.

(C) If a parent is in the motor vehicle, it is the responsibility of the parent to ensure that his or her child or children are provided with and that they properly use a child restraint system or safety belt system. If a parent is not in the motor vehicle, it is the responsibility of the driver transporting a child or children, subject to the requirements of this section, to ensure that such children are provided with and that they properly use a child restraint system or safety belt system.

(3) Except as provided in Section 42-2-105.5(4) C.R.S, subsection (2) of this section does not apply to a child who:

(A) Is less than ~~eight~~ NINE years of age and is being transported in a motor vehicle as a result of a medical or other life-threatening emergency and a child restraint system is not available;

(B) Is being transported in a commercial motor vehicle, as defined in section 42-2-402(4)(a), that is operated by a child care center;

(C) Is the driver of a motor vehicle and is subject to the safety belt requirements provided in section 42-4-237;

(D) Weighs more than 40 pounds and is being transported in a motor vehicle in which the rear seat of the vehicle was not equipped at the time of manufacture with combination lap and shoulder belts:

(E) Is being transported in a motor vehicle that is operated in the business of transporting persons for compensation or hire by or on behalf of a common carrier or a contract carrier as those terms are defined in section 40-10.1-101, C.R.S., or an operator of a luxury limousine service as defined in section 40-10.1-301, C.R.S.

(4) The division of highway safety may USE EXISTING NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION OCCUPANT PROTECTION GRANT FUNDS TO implement a program for public information and education concerning UPDATES TO CHILD RESTRAINT SYSTEM REQUIREMENTS, the use of child restraint systems and the provisions of this section.

(5) No person shall use a safety belt or child restraint system, whichever is applicable under the provisions of this section, for children under sixteen years of age in a motor vehicle unless it conforms to all applicable Federal Motor Vehicle Safety Standards.

Section 2. Severability. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 3 Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 4. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2025.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: Amanda MacDonald MP
AMANDA MACDONALD, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Tapias LLC Annexation Findings of Fact (Public Hearing)
Item Initiator: Cesarina Dancy, Manager, Office of Development Assistance
Staff Source/Legal Source: Justin Andrews, Project Manager, Office of Development Assistance / Brian Rulla, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Economically Strong: Building a conducive development climate, a diverse mix of industries and housing options, and fostering economic growth so that our community thrives and remains resilient.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 4/6/2026

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

Item requires a Public Hearing: ☒ Yes ☐ No

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

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

R2026-39 PUBLIC HEARING AND CONSIDERATION TO APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, MAKING CERTAIN FINDINGS OF FACT REGARDING TO PROPOSED ANNEXATION OF A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO. 2.496 ACRES
Justin Andrews, Project Manager, Office of Development Assistance / Brian Rulla, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session
☐ Approve Item as Proposed at Policy Committee
☐ Approve Item and Move Forward to Regular Meeting
☐ Approve Item as Proposed at Study Session
☐ Information Only
☒ Approve Item as Proposed at Regular Meeting
☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☐ Minutes Attached

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

A petition for annexation was filed with the City Clerk for annexation of a 2.496-acre parcel owned by Tapias LLC. This parcel is located at the northeast corner of 26th Avenue and Picadilly Road (see attached vicinity map).

City Council made a finding of substantial compliance regarding this annexation on February 23, 2026.

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

A petition for annexation was filed with the City Clerk for annexation of a 2.496-acre parcel owned by Tapias LLC. This parcel is located at the northeast corner of 26th Avenue and Picadilly Road (see attached vicinity map).

The parcel falls within the City's Annexation Boundary and meets contiguity requirements. A site plan for an commercial land use is anticipated following annexation.

The Initial Zoning Ordinance will be presented to City Council concurrently with the Annexation Ordinance. The initial zoning follows the City's Comprehensive Plan.

The annexation process follows state law, and this annexation will be considered over three City Council meetings. Consideration of this resolution is item #2 listed below:

1) City Council considers approval of a Resolution making a finding that the Petition is in substantial compliance with statutory requirements and sets the Public Hearing date.
2) City Council conducts the Public Hearing, considers approval of a Resolution making a finding that the land is eligible for annexation, and considers Introduction of the Annexation Ordinance.
3) City Council considers the Annexation Ordinance on final reading and the Annexation Agreement will be presented for Council consideration.

FISCAL IMPACT

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

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

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

Annexation obligates the City to provide municipal services and utilities upon development. The fiscal impact of this development will be offset by various fees and taxes.

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does City Council wish to approve this Resolution?

LEGAL COMMENTS

Upon completion of the public hearing, City Council shall set forth its findings of fact and conclusions by resolution with reference to the following matters:

1) That not less than one-sixth of the perimeter of area proposed to be annexed is contiguous with the City. That the contiguity was not established by use of any boundary of an area which was previously annexed to the City, which at the time of its annexation, was not contiguous at any point with the boundary of the City, was not otherwise in compliance with the annexation statutes, and was located more than three miles from the nearest boundary of the City;
2) That a community of interest exists between the area proposed to be annexed and the City, and that the area is urban or will be urbanized in the near future and that it is capable of being integrated with the City. (This is presumed with required contiguity, but may be rebutted.)
3) That no tract of land held in identical ownership has been divided without the owner's consent, and that no land held in identical ownership, comprising 20 acres or more, is included without the consent of the owner;
4) That no annexation proceedings have been commenced to annex the area to another municipality; that the annexation will not result in the detachment of area from any school district;
5) That the annexation will not have the effect of extending the City boundary more than 3 miles in any one year;
6) That the City has a plan in place for the area;
7) That, if a portion of a platted street or alley is annexed, not less than the entire width of said street or alley shall be included in the area annexed;
8) That no annexation election has been petitioned;
9) That no additional terms or conditions are to be imposed upon the area to be annexed.

Sections 31-12-104 and 31-12-105, Colorado Revised Statutes

(Rulla)

RESOLUTION NO. R2026- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, MAKING CERTAIN FINDINGS OF FACT REGARDING THE PROPOSED ANNEXATION OF A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, (Tapias Annexation) 2.496 ACRES

WHEREAS, the City Council of the City of Aurora, Colorado, has found a petition for annexation of the hereinafter described parcel of land to be in substantial compliance with the requirements of Section 31-12-107(1), Colorado Revised Statutes; and

WHEREAS, the City Clerk has provided notice of public hearing on the proposed annexation by publication once a week for four consecutive weeks and by registered mail to the Clerk of the Board of County Commissioners, the County Attorney, the school district, and to any special district having territory in the area to be annexed; and

WHEREAS, the City Council has completed a public hearing to determine if the proposed annexation complies with Sections 31-12-104 and 31-12-105, Colorado Revised Statutes, to establish eligibility for annexation.

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

Section 1. That the City Council of the City of Aurora, Colorado, hereby finds and concludes with regard to the annexation of the territory described in Exhibit A, attached hereto and incorporated herein, that not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the existing boundaries of the City of Aurora, Colorado; and therefore, because of such contiguity, a community of interest exists between the territory proposed to be annexed and the City of Aurora; that the territory to be annexed is urban or will be urbanized in the near future; and that the territory proposed to be annexed is integrated or is capable of being integrated with the City of Aurora, Colorado.

Section 2. That the City Council finds and determines that no land held in identical ownership has been divided or included without written consent of the owner thereof; that no annexation proceedings have been commenced by another municipality; that the annexation will not result in the detachment of the area from a school district; that the annexation will not result in the extension of a municipal boundary more than three miles; that the City of Aurora has in place a plan for the area; and that in establishing the boundaries of the area to be annexed, the entire width of any street or alley is included within the area annexed.

Section 3. That an election is not required, and no additional terms or conditions are to be imposed upon the area to be annexed.

RESOLVED AND PASSED this _____ day of _____ 2026.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: _____ RLA
BRIAN J. RULLA, Assistant City Attorney

Exhibit A
(Legal description of property to be annexed)

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 30 FEET NORTH AND 30 FEET EAST OF THE SOUTHWEST CORNER OF SECTION 25, TOWNSHIP 3, SOUTH RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN;

THENCE EAST AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 25, 1,566.5 FEET TO THE TRUE **POINT OF BEGINNING**;

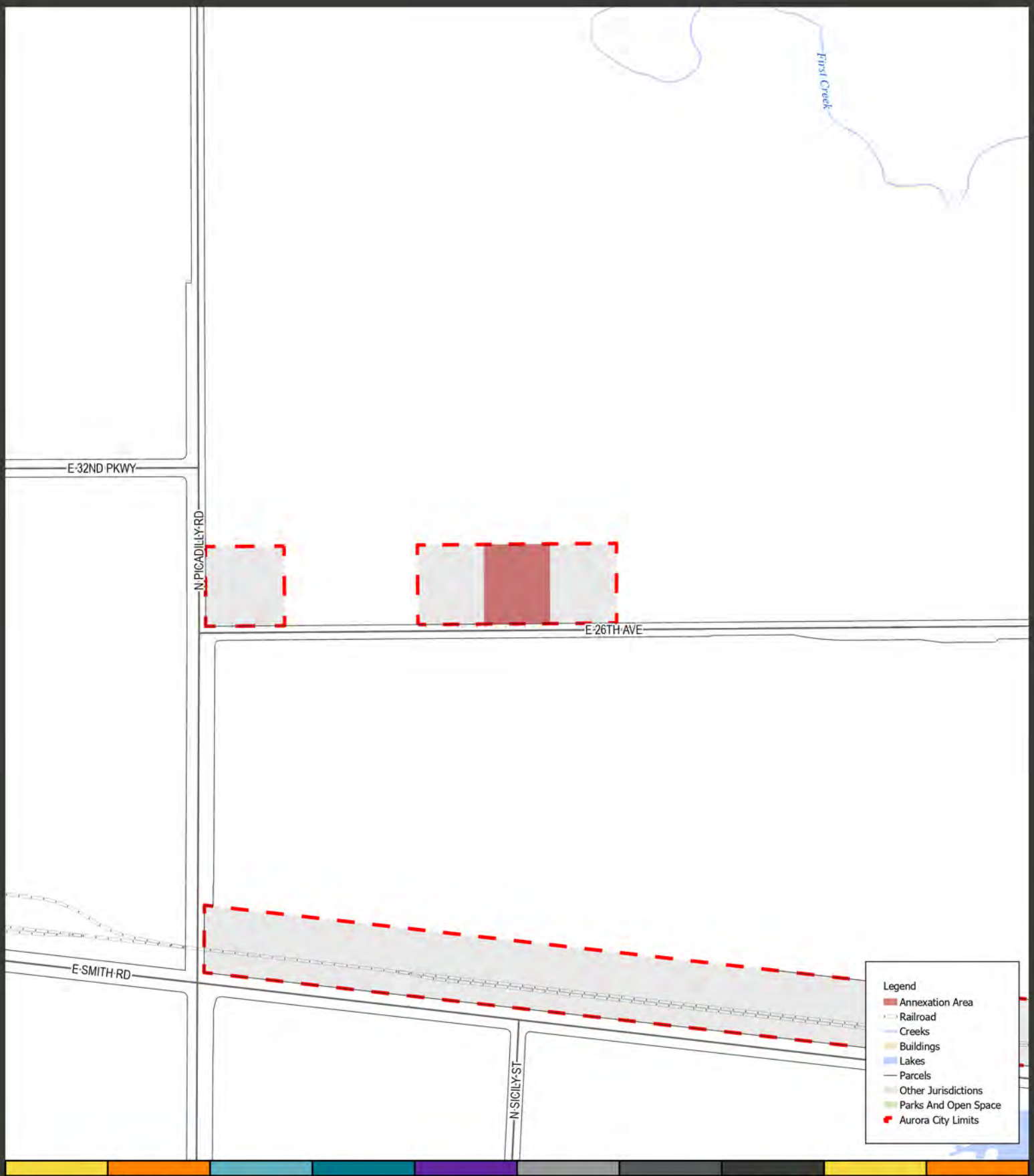
THENCE NORTH AND PARALLEL TO THE WEST LINE OF SAID SECTION 25, 361.5 FEET;

THENCE EAST AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 25, 301.2 FEET;

THENCE SOUTH AND PARALLEL TO THE WEST LINE OF SAID SECTION 25, 361.5 FEET;

THENCE WEST AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 25, 301.2 FEET TO THE TRUE **POINT OF BEGINNING**, COUNTY OF ADAMS, STATE OF COLORADO.

CONTAINING: 108,748 SQUARE FEET OR 2.496 ACRES.



Planning and Business Development

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

City of Aurora, Colorado

22201 E 26th Ave Annexation

N W E S

Miles 0 0.045 0.09

9/9/2025 I:\GIS\ArcGIS_Pro_Projects\Planning\ODA\ODA_Annexation\ODA_Annexation.aprx

ANNEXATION MAP

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF ADAMS, STATE OF COLORADO
SHEET 1 OF 2

PROPERTY DESCRIPTION (REC. NO. 2017000066407)

A TRACT OF LAND IN THE SW 1/4 SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 30 FEET NORTH AND 30 FEET EAST OF THE SOUTHWEST CORNER OF SECTION 25, TOWNSHIP 3, SOUTH RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN;

THENCE EAST AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 25, 1,566.5 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH AND PARALLEL TO THE WEST LINE OF SAID SECTION 25, 361.5 FEET;

THENCE EAST AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 25, 301.2 FEET;

THENCE SOUTH AND PARALLEL TO THE WEST LINE OF SAID SECTION 25, 361.5 FEET;

THENCE WEST AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 25, 301.2 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.

CONTAINING: 108,748 SQUARE FEET OR 2.496 ACRES.

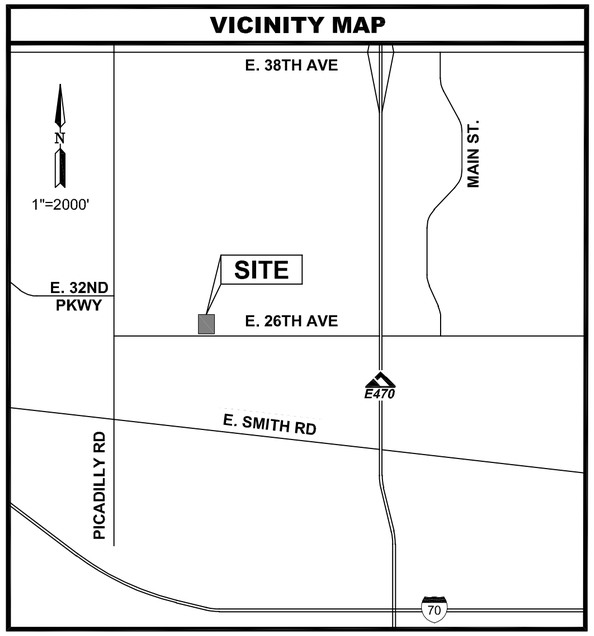
GENERAL NOTES

1. CONSIDERING THE SOUTH LINE TO HAVE AN ASSUMED BEARING OF S89°29'52"W AND MONUMENTED AS SHOWN HEREON.

   UNITS OF MEASUREMENT ARE US SURVEY FEET REFERENCED TO GROUND.

2. THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY 2N CIVIL, LLC TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. A TITLE COVERING THIS PROPERTY WAS NOT PROVIDED BY THE CLIENT.

VICINITY MAP



CONTIGUITY INFORMATION

1,325.4 FEET	--	TOTAL PERIMETER TO PRESENT AURORA CITY LIMITS
963.9 FEET	--	CONTIGUOUS PERIMETER TO PRESENT AURORA CITY LIMITS
108,748 SQ FT ±	--	TOTAL AREA
72.7%	--	PERCENT CONTIGUOUS (STATE LAW REQUIRES A MINIMUM OF 1/6 (16.66%) CONTIGUITY WITH EXISTING CITY BOUNDARY)

SURVEYOR'S CERTIFICATE

I, ELIJAH FRANE, 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.

COLORADO LICENSED ELIJAH FRANE 38376 PROFESSIONAL LAND SURVEYOR

10/16/25

ELIJAH FRANE, COLORADO PLS 38376
FOR AND ON BEHALF OF
ENCOMPASS SERVICES, LLC

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 _____

2N CIVIL
6 Inverness Ct. E. Suite, 125
Englewood, CO 80112
303.925.0544 T
303.925.0547 F
www.2ncivil.com

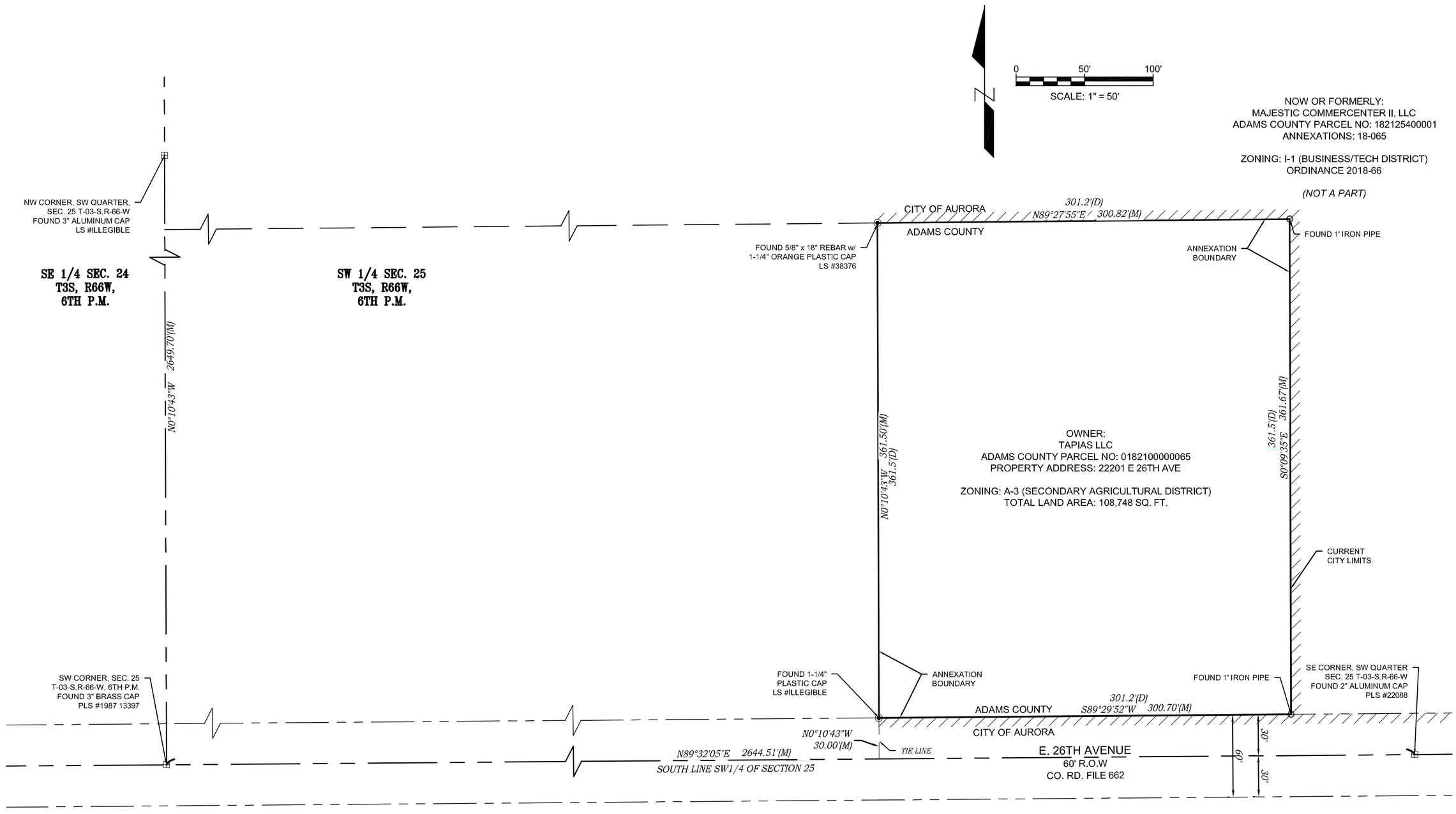
PREPARED FOR:
Tapias LLC
49652 E 6th Ave
Bennett, Colorado 80102

REVISED:	6/12/2025
ISSUED DATE:	5/15/2024
PROJECT NUMBER:	23010
SHEET 1 OF 2	

J:\Projects\23\23010\dwg\Annexation Map\Annexation Map.dwg 6/12/2025

ANNEXATION MAP

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF ADAMS, STATE OF COLORADO
SHEET 2 OF 2



LEGEND

- SUBJECT PROPERTY
- ADJOINER PROPERTY
- CITY OF AURORA LIMITS
- SECTION LINE
- ROAD RIGHT-OF-WAY
- FOUND REBAR AS STATED
- FOUND IRON PIPE
- FOUND SECTION MONUMENT
- (D) DEEDED
- (M) MEASURE

COLORADO LICENSED
ELIJAH FRANE
38376
PROFESSIONAL LAND SURVEYOR
10/16/25

2N CIVIL
6 Inverness Ct. E. Suite, 125
Englewood, CO 80112
303.925.0544 T
303.925.0547 F
www.2ncivil.com

PREPARED FOR:
Tapias LLC
49652 E 6th Ave
Bennett, Colorado 80102

REVISED:	6/12/2025
ISSUED DATE:	5/15/2024
PROJECT NUMBER:	23010
SHEET 2 OF 2	

J:\Projects\23\23010\dwg\Annexation Map\Annexation Map.dwg 6/12/2025

1300

PROPERTY DESCRIPTION (REC. NO. 2017000066407)

A TRACT OF LAND IN THE SW 1/4 SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 30 FEET NORTH AND 30 FEET EAST OF THE SOUTHWEST CORNER OF SECTION 25, TOWNSHIP 3, SOUTH RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN;

THENCE EAST AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 25, 1,566.5 FEET TO THE TRUE POINT OF BEGINNING;

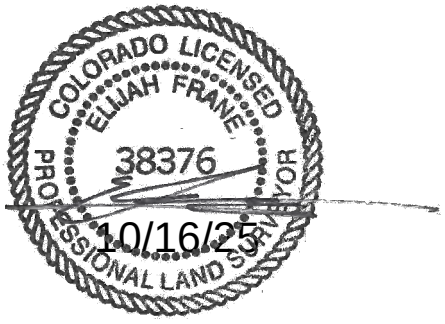
THENCE NORTH AND PARALLEL TO THE WEST LINE OF SAID SECTION 25, 361.5 FEET;

THENCE EAST AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 25, 301.2 FEET;

THENCE SOUTH AND PARALLEL TO THE WEST LINE OF SAID SECTION 25, 361.5 FEET;

THENCE WEST AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 25, 301.2 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.

CONTAINING: 108,748 SQUARE FEET OR 2.496 ACRES.



CITY OF AURORA
Council Agenda Commentary

Item Title: Tapias LLC Annexation Ordinance
Item Initiator: Cesarina Dancy, Manager, Office of Development Assistance
Staff Source/Legal Source: Justin Andrews, Project Manager, Office of Development Assistance / Brian Rulla, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Economically Strong: Building a conducive development climate, a diverse mix of industries and housing options, and fostering economic growth so that our community thrives and remains resilient.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 4/6/2026

2nd Regular Meeting (if applicable): 4/20/2026

Item requires a Public Hearing: ☐ Yes ☒ No

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

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

2026-14 FOR AN ORDINANCE ANNEXING A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO 2.496 ACRES
Justin Andrews, Project Manager, Office of Development Assistance / Brian Rulla, Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session
☐ Approve Item as Proposed at Policy Committee
☐ Approve Item and Move Forward to Regular Meeting
☐ Approve Item as Proposed at Study Session
☐ Information Only
☒ Approve Item as Proposed at Regular Meeting
☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

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

A petition for annexation was filed with the City Clerk for annexation of a 2.496-acre parcel owned Tapias LCC. This parcel is located at the NEC of E 26th Avenue and Picadilly Road (see attached vicinity map).

City Council made a finding of substantial compliance regarding this annexation on February 23, 2026.

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

A petition for annexation was filed with the City Clerk for annexation of a 2.496-acre parcel owned Tapias LCC. This parcel is located at the NEC of E 26th Avenue and Picadilly Road (see attached vicinity map).

The parcel falls within the City's Annexation Boundary and meets contiguity requirements. A site plan for an commercial land use is anticipated following annexation.

The Initial Zoning Ordinance will be presented to City Council concurrently with the Annexation Ordinance. The initial zoning follows the City's Comprehensive Plan.

The annexation process follows state law, and this annexation will be considered over three City Council meetings. Consideration of this ordinance is item #2 listed below:

1) City Council considers approval of a Resolution making a finding that the Petition is in substantial compliance with statutory requirements and sets the Public Hearing date.
2) City Council conducts the Public Hearing, considers approval of a Resolution making a finding that the land is eligible for annexation, and considers Introduction of the Annexation Ordinance.
3) City Council considers the Annexation Ordinance on final reading and the Annexation Agreement will be presented for Council consideration.

FISCAL IMPACT

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

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

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

Annexation obligates the City to provide municipal services and utilities upon development. The fiscal impact of this development will be offset by various fees and taxes.

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does City Council wish to approve this Ordinance?

LEGAL COMMENTS

The City Council has determined that the annexation of lands to the city shall be shown not to create any additional cost or burden on the then-existing residents of the city to provide such public facilities in any newly annexed area. "No annexation shall be accepted until the city council, upon the recommendation of the City Manager, determines that the current requirements for such public facilities in the area proposed to be annexed have been fulfilled and that the future requirements for such public facilities can be fulfilled." (*City Code Section 5.4.1(B)(3)(a)).*

A municipality is not legally required to annex area pursuant to landowner's annexation petition, but may impose additional terms and conditions for annexation in accordance with Annexation Act. Superior v. Midcities Co., 933 P.2d 596 (Colo.1997). An annexation agreement based upon the City's model agreement will be presented for approval by motion at the time of final passage of this ordinance. (Rulla)

ORDINANCE NO. 2026- ____

A BILL

FOR AN ORDINANCE ANNEXING A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, (Tapias Annexation) 2.496ACRES

WHEREAS, the City Council of the City of Aurora, Colorado, has found a petition for annexation of a certain parcel of land, as described in Exhibit A attached hereto, signed by the owners of one hundred percent of the area to be annexed, to be in substantial compliance with Section 31-12-107(1), Colorado Revised Statutes; and

WHEREAS, after notice pursuant to Section 31-12-108, Colorado Revised Statutes, the City Council has held a public hearing on the proposed annexation to determine if the annexation complies with Sections 31-12-104 and 31-12-105, Colorado Revised Statutes; and

WHEREAS, the City Council has by resolution determined that the requirements of Sections 31-12-104 and 31-12-105, Colorado Revised Statutes, have been met, that an election is not required, and that no additional terms or conditions are to be imposed on the annexed area.

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

Section 1. That the annexation of the territory located in the County of Adams, State of Colorado, as described in Exhibit A attached hereto and incorporated herein, to the City of Aurora, Colorado, be and the same is hereby ordained and approved, and said territory is hereby incorporated in and made a part of the City of Aurora, Colorado.

Section 2. That the annexation of such territory to the City of Aurora, Colorado, shall be complete and effective on the effective date of this ordinance, except for the purpose of General Property Taxes, and shall be effective as to General Property Taxes on and after the first day of January 2027.

Section 3. That the Petition for Annexation contained a request that an annexation agreement satisfactory to both petitioners and the City be agreed upon on or before the date of the second reading of this Ordinance, and that this Ordinance annexing said territory is expressly made subject to the approval of an annexation agreement, as requested.

Section 4. That the City Clerk is authorized and directed to:

A. File one copy of the annexation map with the original of the annexation Ordinance in the office of the City Clerk of the City of Aurora, Colorado;

B. File three certified copies of the annexation Ordinance and map of the area annexed containing a legal description of such area with the County Clerk and Recorder.

Section 5. That pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title.

INTRODUCED, READ, AND ORDERED PUBLISHED this _____ day of_____, 2026.

PASSED AND ORDERED PUBLISHED BY REFERENCE this _____day of_____, 2026.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: _____ RLA
BRIAN J. RULLA, Assistant City Attorney

Exhibit A
(Legal description of property to be annexed)

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 30 FEET NORTH AND 30 FEET EAST OF THE SOUTHWEST CORNER OF SECTION 25, TOWNSHIP 3, SOUTH RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN;

THENCE EAST AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 25, 1,566.5 FEET TO THE TRUE **POINT OF BEGINNING**;

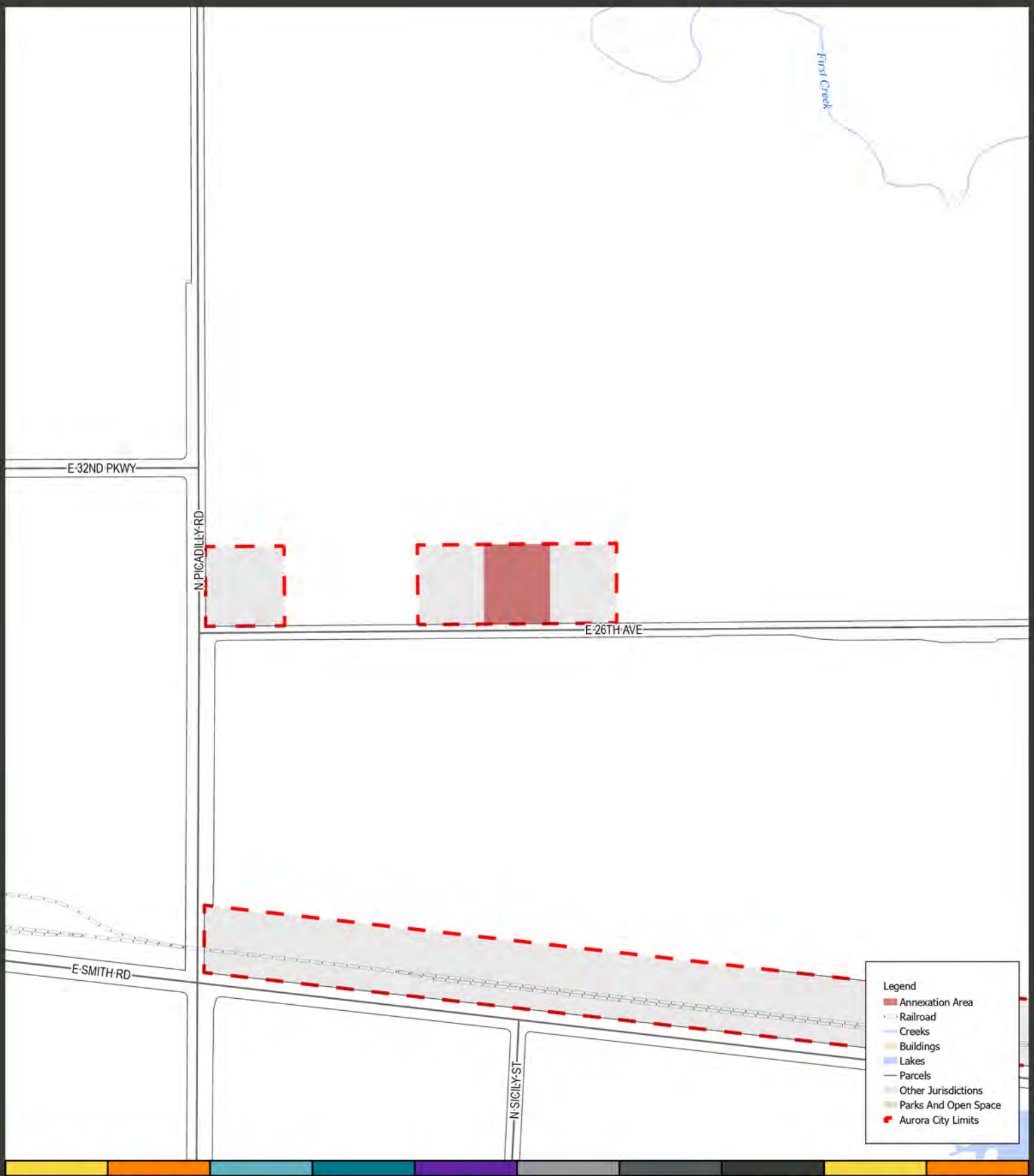
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CONTAINING: 108,748 SQUARE FEET OR 2.496 ACRES.



Planning and Business Development

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

City of Aurora, Colorado

22201 E 26th Ave Annexation

N
W E
S

Miles
0 0.045 0.09

9/9/2025 I:\GIS\ArcGIS_Pro_Projects\Planning\ODA\ODA_Annexation\ODA_Annexation.aprx

PROPERTY DESCRIPTION (REC. NO. 2017000066407)

A TRACT OF LAND IN THE SW 1/4 SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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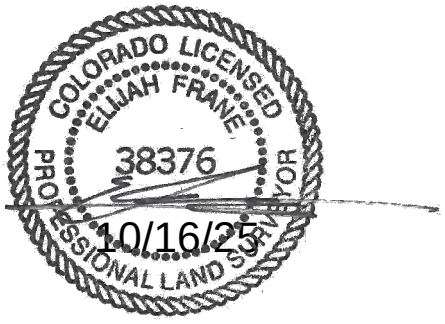
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CONTAINING: 108,748 SQUARE FEET OR 2.496 ACRES.



ANNEXATION MAP

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF ADAMS, STATE OF COLORADO
SHEET 1 OF 2

PROPERTY DESCRIPTION (REC. NO. 2017000066407)

A TRACT OF LAND IN THE SW 1/4 SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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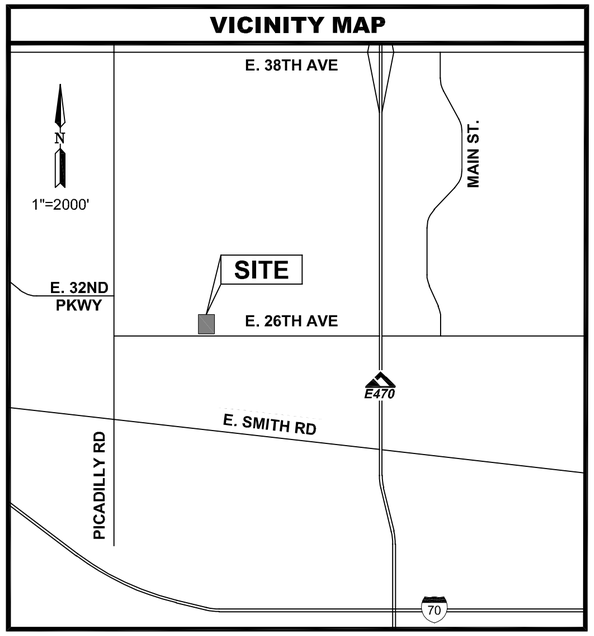
GENERAL NOTES

1. CONSIDERING THE SOUTH LINE TO HAVE AN ASSUMED BEARING OF S89°29'52"W AND MONUMENTED AS SHOWN HEREON.

   UNITS OF MEASUREMENT ARE US SURVEY FEET REFERENCED TO GROUND.

2. THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY 2N CIVIL, LLC TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. A TITLE COVERING THIS PROPERTY WAS NOT PROVIDED BY THE CLIENT.

VICINITY MAP



CONTIGUITY INFORMATION

1,325.4 FEET	--	TOTAL PERIMETER TO PRESENT AURORA CITY LIMITS
963.9 FEET	--	CONTIGUOUS PERIMETER TO PRESENT AURORA CITY LIMITS
108,748 SQ FT ±	--	TOTAL AREA
72.7%	--	PERCENT CONTIGUOUS (STATE LAW REQUIRES A MINIMUM OF 1/6 (16.66%) CONTIGUITY WITH EXISTING CITY BOUNDARY)

SURVEYOR'S CERTIFICATE

I, ELIJAH FRANE, 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.

COLORADO LICENSED ELIJAH FRANE 38376 PROFESSIONAL LAND SURVEYOR

10/16/25

ELIJAH FRANE, COLORADO PLS 38376
FOR AND ON BEHALF OF
ENCOMPASS SERVICES, LLC

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 _____

2N CIVIL
6 Inverness Ct. E. Suite, 125
Englewood, CO 80112
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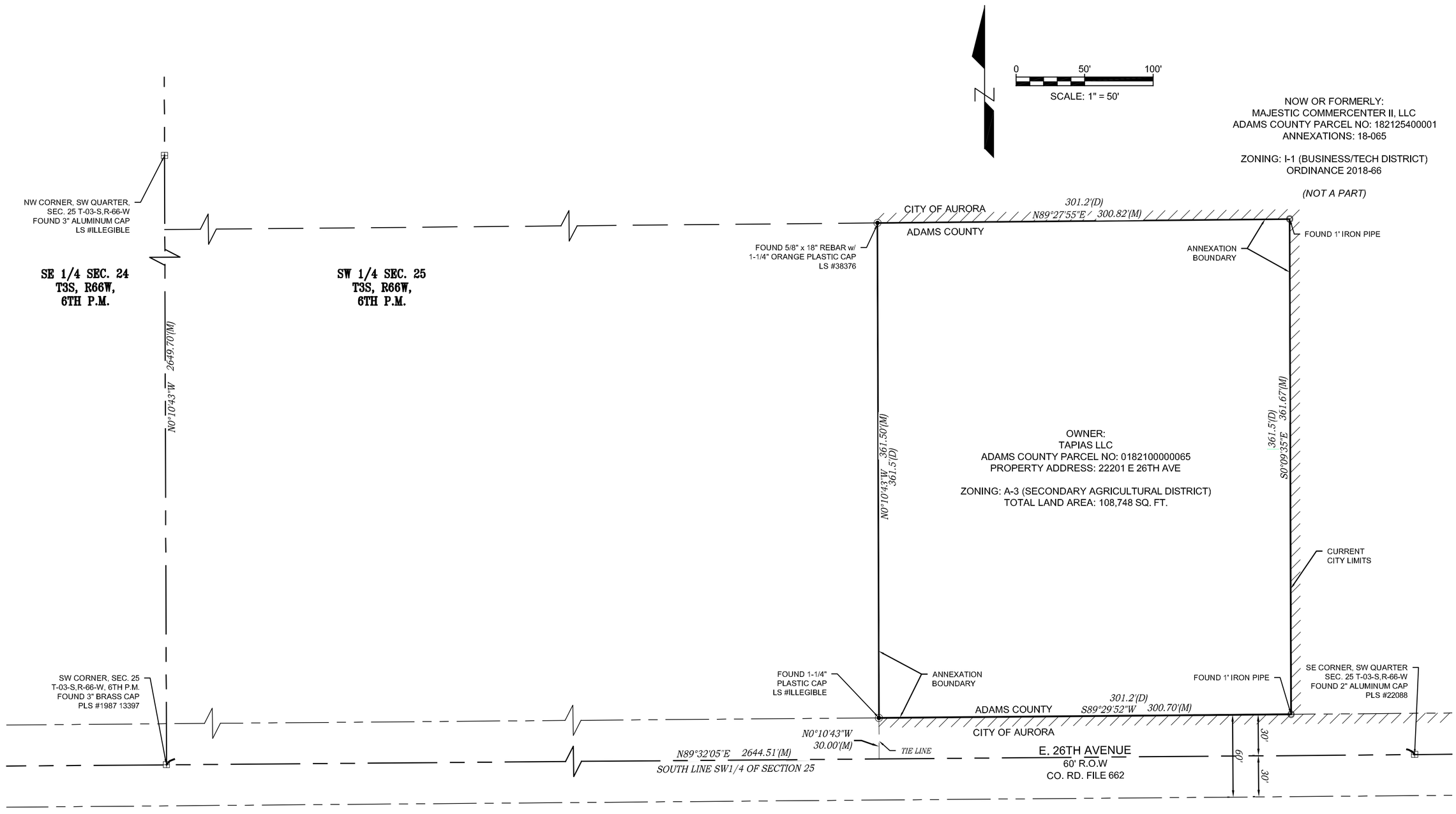
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Tapias LLC
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REVISED:	6/12/2025
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PROJECT NUMBER:	23010
SHEET 1 OF 2	

J:\Projects\23\23010\dwg\Annexation Map\Annexation Map.dwg 6/12/2025

ANNEXATION MAP

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF ADAMS, STATE OF COLORADO
SHEET 2 OF 2



LEGEND

- SUBJECT PROPERTY
- ADJOINER PROPERTY
- CITY OF AURORA LIMITS
- SECTION LINE
- ROAD RIGHT-OF-WAY
- FOUND REBAR AS STATED
- FOUND IRON PIPE
- FOUND SECTION MONUMENT
- (D) DEEDED
- (M) MEASURE

COLORADO LICENSED
ELIJAH FRANE
38376
PROFESSIONAL LAND SURVEYOR
10/16/25

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PREPARED FOR:
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SHEET 2 OF 2	

J:\Projects\23\23010\dwg\Annexation Map\Annexation Map.dwg 6/12/2025

CITY OF AURORA
Council Agenda Commentary

Item Title: Tapias LLC Annexation Zoning Map Amendment (Public Hearing)
Item Initiator: Ben Bravenec, Planner II, Planning and Business Development
Staff Source/Legal Source: Ben Bravenec, Planner II, Planning and Business Development / Lena McClelland, Sr. Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Economically Strong: Building a conducive development climate, a diverse mix of industries and housing options, and fostering economic growth so that our community thrives and remains resilient.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 4/6/2026

2nd Regular Meeting (if applicable): 4/20/2026

Item requires a Public Hearing: ☒ Yes ☐ No

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

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

2026-15 A PUBLIC HEARING AND CONSIDERATION OF AN ORGINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, INITIALLY ZONING A PARCEL OF LAND MEASURING 2.5 ACRES, LOCATED AT 22201 E 26TH AVE, NORTHEAST OF N PICADILLY ROAD AND E 26TH AVE, APPROXIMATELY 1,600 FEET EAST OF THE INTERSECTION. TO BUSINESS/TECH DISTRICT (I-1) AND AMENDING THE ZONING MAP ACCORDINGLY
Ben Bravenec, Planner II, Planning and Business Development / Lena McClelland, Senior Assistant City Attorney

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

☐ Approve Item and Move Forward to Study Session
☐ Approve Item and Move Forward to Regular Meeting
☐ Information Only
☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

☐ Approve Item as Proposed at Policy Committee
☐ Approve Item as Proposed at Study Session
☒ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Planning and Zoning Commission

Policy Committee Date: 3/11/2026

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

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☒ Minutes Attached

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

The Planning and Zoning Commission held a public hearing to review the Zoning Map Amendment request at a regular meeting held on March 11, 2026. Following staff's presentation, the Commission voted to make recommendation of approval for the Zoning Map Amendment. A copy of the Planning Commission Meeting Minutes are attached for reference.

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

Tapias LLC, as the applicant, seeks a Zoning Map Amendment for the initial zoning to Business/Tech District (I-1) for a parcel of land consisting of approximately 2.50 acres. The subject property is currently situated within unincorporated Adams County and is currently zoned Agriculture (A-3). The site is located east of N Picadilly Rd on the north side of E 26th Ave. The City of Aurora municipal boundary abuts the parcel to the north, south and east, with Business/Tech (I-1) zoning. The subject site and the surrounding areas are within the Industry Hub placetype, according to the Aurora Places Comprehensive Plan. The parcels to the north and east are undeveloped portions of the Majestic Commercenter Master Plan. South of E 26th Ave is a warehousing facility within the Aurora Commerce Center, and to the west is an Adam's County residence with outdoor storage.

This proposed initial zoning and annexation would result in consistent zoning and jurisdiction in this developing area of Aurora. Such consistency in zoning and jurisdiction is essential for clarifying development responsibilities, maintenance of public infrastructure, and the provision of services. The existing use of agriculture is permitted within the proposed I-1 zone district. As pre-existing conditions, there may be non-conforming (not meeting UDO standards) structure and site improvements on the subject site. Upon annexation and zoning, use of the site and structures will be permitted following Section 146-5.5., Pre-Existing Development and Nonconformities.

The proposed Business/Tech (I-1) zoning aligns well with the existing surrounding zoning and supports the future development goals laid out for the "Industry Hub" placetype in the Aurora Places Comprehensive Plan.

Summary of Staff Findings for the review criteria:
Recommend approval of the Zoning Map Amendment to initially zone 2.5 acres to Business/Tech District (I-1) because the proposal complies with the requirements of Code Section 146-5.4.1.C of the Unified Development Ordinance, for the following reasons:

- Upon annexation into the city limits, the property must be initially zoned to establish use and development regulations for the property.
- Staff find that the process of annexation establishes a change in the circumstances of the property and;
- The proposed initial zoning is supported by Aurora Places as part of the "Industrial Hub" placetype and will contribute to the economic and fiscal success of the city.
- The potential size, scale and height of the proposed initial zoning to I-1 are compatible with the with the same surrounding I-1 zoning and parcels planned for business tech and industrial uses.
- The property will maintain the same owner, therefore there is no dislocation of tenants or occupants.

FISCAL IMPACT

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

☐ Revenue Impact ☐ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact

☐ Workload Impact ☒ No Fiscal Impact

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

N/A

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

N/A

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

N/A

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

N/A

QUESTIONS FOR COUNCIL

Does City Council wish to approve an Ordinance for a Zoning Map Amendment to initially zone the Tapias LLC Annexation property to I-1 Business/Tech District.

LEGAL COMMENTS

The City Council is the governing body of the City and has the authority to approve the Official Zoning Map and amendments to that map. (UDO §146-5.1.1.B)
The City Council shall conduct a public hearing on the application. (UDO §146-5.4.1.C.2.c)
Changes to the Zoning Map for individual parcels shall only be approved if City Council finds that the change to the Zoning Map is required because of changed conditions or circumstances on the property or the surrounding area and (a) the applicant has demonstrated that the proposed rezoning is consistent with the spirit and intent of the Comprehensive Plan, the other policies and plans adopted by the City Council, and with the purpose statement of the proposed new zone district(s); (b) the applicant has demonstrated that the size, scale, height, density, and multi-modal traffic impacts of the proposed rezoning are compatible with surrounding development or can be made compatible through approval conditions; and (c) the application demonstrates that the change in zoning will not create significant dislocations of tenants or occupants of the property, or that any impacts are outweighed by other public benefits or progress toward other Comprehensive Plan goals that would be achieved by approval of the application. (UDO §146-5.4.1.C.3.a.ii) (McClelland)

ORDINANCE NO. 2026- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, INITIALLY ZONING A PARCEL OF LAND MEASURING 2.5 ACRES, MORE OR LESS, LOCATED AT 22201 E 26TH AVENUE, NORTHEAST OF N PICADILLY ROAD AND E 26TH AVENUE, APPROXIMATELY 1,600 FEET EAST OF THE INTERSECTION TO BUSINESS/TECH DISTRICT (I-1) AND AMENDING THE ZONING MAP ACCORDINGLY (TAPIAS LLC ZONING MAP AMENDMENT)

WHEREAS, the applicant has requested that approximately 2.5 acres of land, more or less, generally located at 22201 E 26th Avenue, northeast of N Picadilly Road and E 26th Avenue, approximately 1,600 feet east of the intersection be zoned to Business/Tech District (I-1); and

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

WHEREAS, on March 11, 2026, following a public hearing, the Planning and Zoning Commission voted to recommend the zoning of the Property.

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

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

Section 2. The Property, as more particularly described in "Exhibit A" attached hereto and incorporated herein, is zoned Business/Tech District (I-1) and the zoning map is hereby amended in accordance with said zoning.

Section 3. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 4. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the

extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2026.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2026.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

CITY ATTORNEY PETE SCHULTE

BY: Lena McClelland RLA
LENA MCCLELLAND, Sr. Assistant City Attorney



Planning and Business Development
15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

City of Aurora, Colorado

Tapias LLC Annexation
Zoning Map Amendment

Miles 0 0.05 0.1

ACCESSIBILITY STATEMENT
Please know that, while the city is working to make all information accessible, PDF map products are primarily visual in nature. If you have trouble accessing this document, please visit www.AuroraGov.org/Accessibility or call the Office of Accessibility (303-326-8858) and let us know how best to assist you.

Case Number: 2026-2001-00
Development Application: #2428-00

2/27/2026 I:\GIS\ArcGIS_Pro_Projects\Planning\Jake C\2026\2814_BB.aprx



Wangtastic Design Works LLC

22201 E 26TH AVE ZONING APPLICATION

PROJECT NARRATIVE

Applicant: Tapias LLC
Property Address: 22201 E 26th Ave, Aurora, CO 80019
Lot Size: 2.50 acres
Current Zoning (Adams County): A-3 Agricultural
Proposed Zoning (Aurora): I-1 Industrial

PURPOSE OF REQUEST
(UDO Sec. 5.4.3.B & Sec. 5.3.3.B – Statement of Purpose)

Tapias LLC respectfully requests annexation into the City of Aurora followed by initial zoning to I-1. Annexation and rezoning will support redevelopment of the property for a ±16,000 sq. ft. event venue intended for weddings, graduations, and similar gatherings.
The proposed zoning districts appropriately align with the intended use and are compatible with existing development patterns in the area.

CONSISTENCY WITH AURORA PLANS & POLICIES
(UDO Sec. 5.4.3.C – Consistency With Comprehensive Plan & Land Use Policies)

Aurora Places Comprehensive Plan
The property lies within the Industrial Hub Placetype, which encourages employment, commercial service, and light-industrial uses. Rezoning to I-1 is consistent with this established policy direction.

Surrounding Zoning & Compatibility
Adjacent properties are zoned I-1, and the proposed request is compatible with the surrounding industrial context, meeting the compatibility intent of UDO Sec. 5.4.3.C(1).

Orderly Growth
The annexation complies with Aurora's Three-Mile Plan and supports the principles of orderly growth and infrastructure planning outlined in UDO Sec. 5.4.3.C(2).

PUBLIC FACILITIES AND SERVICES
(UDO Sec. 5.4.3.C(3) – Adequate Facilities & Services)

Transportation & Access
Access from E. 26th Avenue will be coordinated with Aurora Public Works and Aurora Fire Rescue. If only a single access point is approved, the applicant will provide a fire apparatus turnaround or secondary emergency access per City and Fire Code requirements.

Utilities
The property will connect to City utilities upon annexation. Water, sewer, and related utilities will be coordinated with Aurora Water and utility providers, consistent with UDO Sec. 5.4.3.C(3)(b).

Drainage & Stormwater
Future development will comply with Aurora's stormwater and drainage design standards, in accordance with UDO Sec. 5.4.3.C(3)(a).

Public Safety
Aurora Fire Rescue and Aurora Police will serve the property upon annexation. The proposed use is not expected to create an undue burden on public safety services (UDO Sec. 5.4.3.C(3)(c)).

EXISTING & PROPOSED SITE CONDITIONS
(UDO Sec. 5.4.3.C(5) – Land Suitability)

Existing Improvements
- Single-family home
- Detached garage
- Outbuilding
- Horse stables (to be removed)

Proposed Development
The proposal includes constructing a ±16,000 sq. ft. event venue with associated parking, landscaping, and internal site circulation. Detailed design will occur through the rezoning and formal site plan review process.

ANNEXATION STANDARDS & COMMITMENTS
(UDO Sec. 5.4.3.C & Sec. 5.4.5 – Annexation Requirements)

Tapias LLC is committed to meeting all annexation and development requirements, including:
- Preparation of an annexation plat consistent with Colorado statutes (Sec. 5.4.5.A)
- Participation in infrastructure costs where applicable
- Coordination with Aurora Water, Public Works, utility providers, and school districts
- Providing all required information to support a complete application (Sec. 5.4.1 & Sec. 5.4.2)

The applicant also acknowledges the need for a pre-annexation agreement as required by UDO Sec. 5.4.5.B.

DEISY A FERNANDEZ RAMIREZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144035956
MY COMMISSION EXPIRES SEPTEMBER 15, 2026

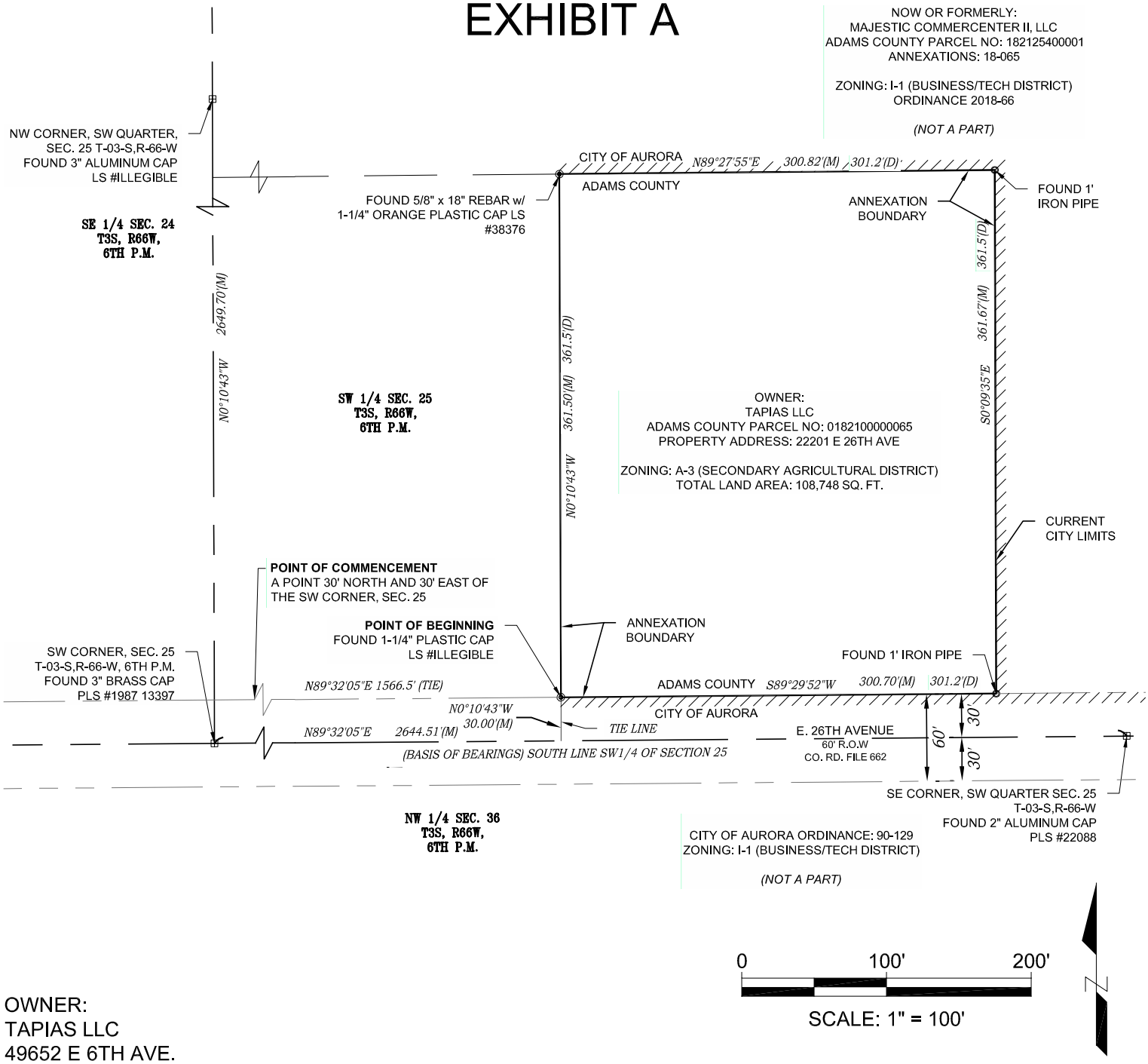
February 8, 2026
Applicant: Tapias LLC

Juan Tapia Ramos
Julian Tapia Ramos

State of CO County of ADAMS
Subscribed and sworn before me on 02/09/2026
(Notary Signature)

EXHIBIT C

ILLUSTRATION FOR EXHIBIT A



OWNER:
TAPIAS LLC
49652 E 6TH AVE.
BENNETT, CO 80102

THE ABOVE DESCRIBED PARCEL CONTAINS 108,748 SQUARE FEET OR 2.496 ACRES MORE OR LESS.

A TRACT OF LAND RECORDED IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, AT RECEPTION NO. 2017000066407, SITUATED IN THE SW 1/4 SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO.

Project Number: 23010
J:\Projects\23\23010\dwg\Annexation Map\Initial Zoning Map.dwg

2N Civil, LLC
6 Inverness Ct. E., Suite 125
Englewood, CO 80112
Phone 303-925-0544 Fax 303-925-0547
www.2NCivil.com

EXHIBIT A
22201 E. 26TH AVE.

Drawn By: RCE
Checked By:
Revisions: 12-30-25

ANNEXATION MAP

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF ADAMS, STATE OF COLORADO
SHEET 1 OF 2

PROPERTY DESCRIPTION (REC. NO. 2017000066407)

A TRACT OF LAND IN THE SW 1/4 SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 30 FEET NORTH AND 30 FEET EAST OF THE SOUTHWEST CORNER OF SECTION 25, TOWNSHIP 3, SOUTH RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN;

THENCE EAST AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 25, 1,566.5 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH AND PARALLEL TO THE WEST LINE OF SAID SECTION 25, 361.5 FEET;

THENCE EAST AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 25, 301.2 FEET;

THENCE SOUTH AND PARALLEL TO THE WEST LINE OF SAID SECTION 25, 361.5 FEET;

THENCE WEST AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 25, 301.2 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.

CONTAINING: 108,748 SQUARE FEET OR 2.496 ACRES.

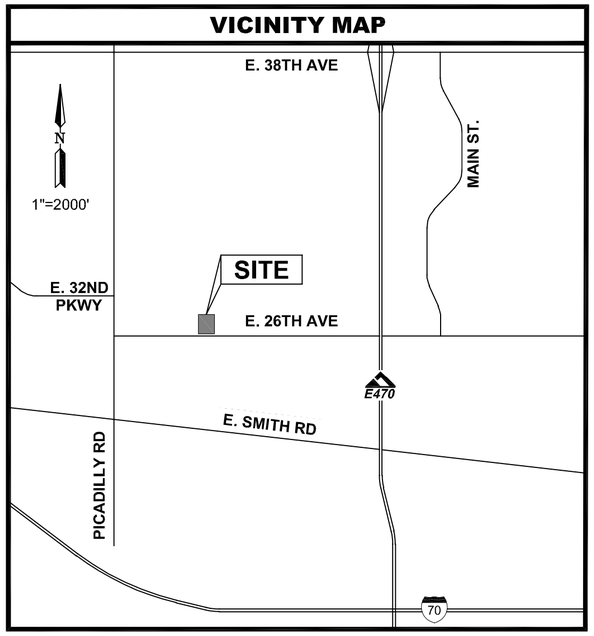
GENERAL NOTES

1. CONSIDERING THE SOUTH LINE TO HAVE AN ASSUMED BEARING OF S89°29'52"W AND MONUMENTED AS SHOWN HEREON.

   UNITS OF MEASUREMENT ARE US SURVEY FEET REFERENCED TO GROUND.

2. THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY 2N CIVIL, LLC TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. A TITLE COVERING THIS PROPERTY WAS NOT PROVIDED BY THE CLIENT.

VICINITY MAP



CONTIGUITY INFORMATION

1,325.4 FEET	--	TOTAL PERIMETER TO PRESENT AURORA CITY LIMITS
963.9 FEET	--	CONTIGUOUS PERIMETER TO PRESENT AURORA CITY LIMITS
108,748 SQ FT ±	--	TOTAL AREA
72.7%	--	PERCENT CONTIGUOUS (STATE LAW REQUIRES A MINIMUM OF 1/6 (16.66%) CONTIGUITY WITH EXISTING CITY BOUNDARY)

SURVEYOR'S CERTIFICATE

I, ELIJAH FRANE, 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.

COLORADO LICENSED ELIJAH FRANE 38376 PROFESSIONAL LAND SURVEYOR

10/16/25

ELIJAH FRANE, COLORADO PLS 38376
FOR AND ON BEHALF OF
ENCOMPASS SERVICES, LLC

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 _____

2N CIVIL
6 Inverness Ct. E. Suite, 125
Englewood, CO 80112
303.925.0544 T
303.925.0547 F
www.2ncivil.com

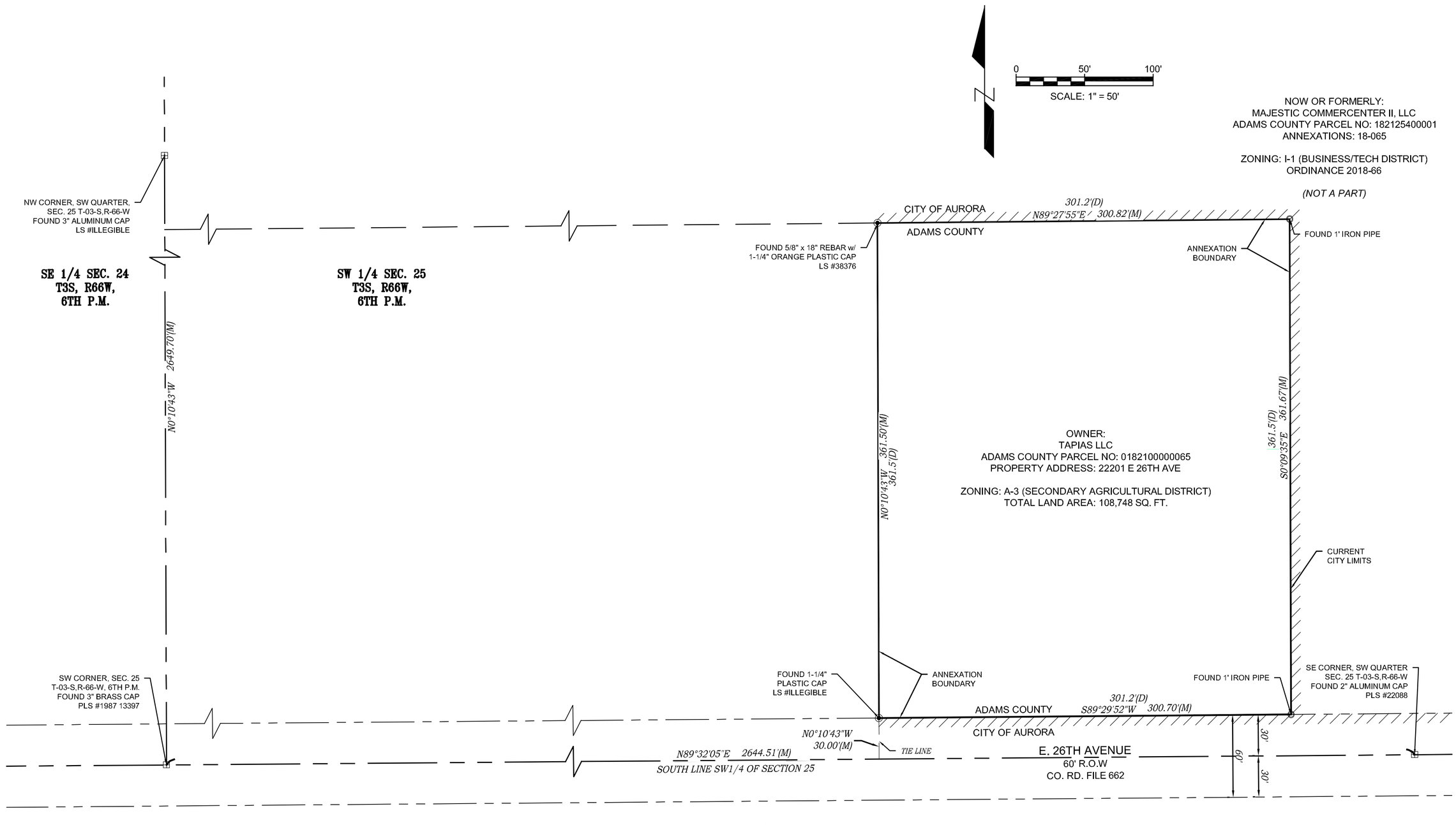
PREPARED FOR:
Tapias LLC
49652 E 6th Ave
Bennett, Colorado 80102

REVISED:	6/12/2025
ISSUED DATE:	5/15/2024
PROJECT NUMBER:	23010
SHEET 1 OF 2	

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ANNEXATION MAP

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF ADAMS, STATE OF COLORADO
SHEET 2 OF 2



LEGEND

- SUBJECT PROPERTY
- ADJOINER PROPERTY
- CITY OF AURORA LIMITS
- SECTION LINE
- ROAD RIGHT-OF-WAY
- FOUND REBAR AS STATED
- FOUND IRON PIPE
- FOUND SECTION MONUMENT
- (D) DEEDED
- (M) MEASURE

COLORADO LICENSED
ELIJAH FRANE
38376
PROFESSIONAL LAND SURVEYOR
10/16/25

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SHEET 2 OF 2	

J:\Projects\23\23010\dwg\Annexation Map\Annexation Map.dwg 6/12/2025

8c. TAPIAS LLC ANNEXATION – ZONING MAP AMENDMENT

Tapias LLC, as the applicant, seeks a Zoning Map Amendment for the initial zoning to Business/Tech District (I-1) for a parcel of land consisting of approximately 2.50 acres. The subject property is currently situated within unincorporated Adams County and is currently zoned Agriculture (A-3). The site is located northeast of N Picadilly Road and E 26th Avenue. The City of Aurora municipal boundary abuts the parcel to the north, south and east, with Business/Tech (I-1) zoning. The subject site and the surrounding areas are within the Industry Hub placetype, according to the Aurora Places Comprehensive Plan. The parcels to the north and east are undeveloped portions of the Majestic Commercenter Master Plan. South of E 26th Avenue is a warehousing facility within the Aurora Commerce Center, and to the west is an Adam's County residence with outdoor storage.

This proposed initial zoning and annexation would result in consistent zoning and jurisdiction in this developing area of Aurora. Such consistency in zoning and jurisdiction is essential for clarifying development responsibilities, maintenance of public infrastructure, and the provision of services. The existing use of agriculture is permitted within the proposed I-1 zone district. As pre-existing conditions, there may be non-conforming (not meeting Unified Development Ordinance, UDO, standards) structure and site improvements on the subject site. Upon annexation and zoning, use of the site and structures will be permitted following Section 146-5.5.of the UDO, Pre-Existing Development and Nonconformities.

The proposed I-1 zoning aligns well with the existing surrounding zoning and supports the future development goals laid out for the "Industry Hub" placetype in the Aurora Places Comprehensive Plan.

Four (4) adjacent property owners and six (6) registered associations were notified of the application. No comments were received during the review of the application; therefore, no neighborhood meeting was held.

Testimony Given at the Hearing:

Ben Bravenec, Case Manager, gave a presentation of the item, including the staff recommendation.

Commissioner Riley commented that this proposal touches upon growth in Aurora in lieu of water issues. Commissioner Riley asked if water issues will be considered if this property is brought into the city.

B. Bravenec stated that any type of development on this parcel will be reviewed by Aurora Water. It was then noted that surrounding areas are master planned with the included infrastructure for water. B. Bravenec indicated that Aurora Water is not currently a referral partner for this zoning map amendment.

Commissioner Riley commented on future plans to widen Picadilly Road. It was then noted that the roadways in this area are not well maintained. It was asked if the applicant will be responsible for improving roadways in this area.

B. Bravenec responded that, with future development of this property, yes, that applicant will have to follow the Civil Departments comments for any public improvements needed.

Commissioner Hogan asked if the applicant is the master developer.

B. Bravenec responded no, they are not. The applicant is just the property owner for the small piece of property.

Commissioner Hogan then asked if this parcel falls under a master development plan.

B. Bravenec replied that this parcel does not fall under a master development plan. Areas to the north and south of 26th Avenue fall under a master development plan.

Commissioner Hogan then asked for confirmation that the applicant is voluntarily and willingly annexing this property.

Brandon Cammarata, Planning Manager, responded that the decision before the commission is a zoning map amendment but staff are happy to address questions related to the annexation which would be brough to City Council. B. Cammarata then confirmed that this is a voluntary petition to be part of the City of Aurora.

Alan Li, Wangtastic Design, agent representing the applicant, was available for questions.

Rob Gonzales, resident, provided public comment on the item. R. Gonzales indicated being a direct neighbor of this parcel. R. Gonzales also noted being a realtor by profession. Speaking on behalf of fellow neighbors, R. Gonzales stressed that there is strong support for this proposal to annex into the City of Aurora and zone to I-1.

Planning Commission Results

AGENDA ITEM 8c – ZONING MAP AMENDMENT

A MOTION WAS MADE BY COMMISSIONER HOGAN AND SECONDED BY COMMISSIONER RILEY.

MOVE TO RECOMMEND APPROVAL TO THE CITY COUNCIL OF THE ZONING MAP AMENDMENT TO INITIALLY ZONE 2.5 ACRES TO BUSINESS/TECH DISTRICT (I-1) BECAUSE THE PROPOSAL COMPLIES WITH THE REQUIREMENTS OF CODE SECTION 146-5.4.1.C OF THE UNIFIED DEVELOPMENT ORDINANCE, FOR THE FOLLOWING REASONS:

1. UPON ANNEXATION INTO THE CITY LIMITS, THE PROPERTY MUST BE INITIALLY ZONED TO ESTABLISH USE AND DEVELOPMENT REGULATIONS FOR THE PROPERTY.
2. STAFF FIND THAT THE PROCESS OF ANNEXATION ESTABLISHES A CHANGE IN THE CIRCUMSTANCES OF THE PROPERTY AND;
3. THE PROPOSED INITIAL ZONING IS SUPPORTED BY AURORA PLACES AS PART OF THE “INDUSTRIAL HUB” PLACETYPE AND WILL CONTRIBUTE TO THE ECONOMIC AND FISCAL SUCCESS OF THE CITY.
4. THE POTENTIAL SIZE, SCALE AND HEIGHT OF THE PROPOSED INITIAL ZONING TO I-1 ARE COMPATIBLE WITH THE WITH THE SAME SURROUNDING I-1 ZONING AND PARCELS PLANNED FOR BUSINESS TECH AND INDUSTRIAL USES.
5. THE PROPERTY WILL MAINTAIN THE SAME OWNER, THEREFORE THERE IS NO DISLOCATION OF TENANTS OR OCCUPANTS.

Further Discussion:
Chairman Walls thanked the member of the public who provided commentary on this item. Chairman Walls noted that this testimony helped in understanding the neighborhood perspective of parcels that are not part of the master plan. It was stated that this clarified what the intent of this small neighborhood is. Chairman Walls stated support for the proposal.

Commissioner Riley reiterated support for the proposal. Commissioner Riley then stated it would be ideal to see the area improved by development that benefits the community.

MOTION PASSED UNANIMOUSLY

City Council

Planning and Business Development

Project No: DA-2428-00

Aurora City Council

April 6, 2026

Tapias LLC Annexation – Zoning Map Amendment

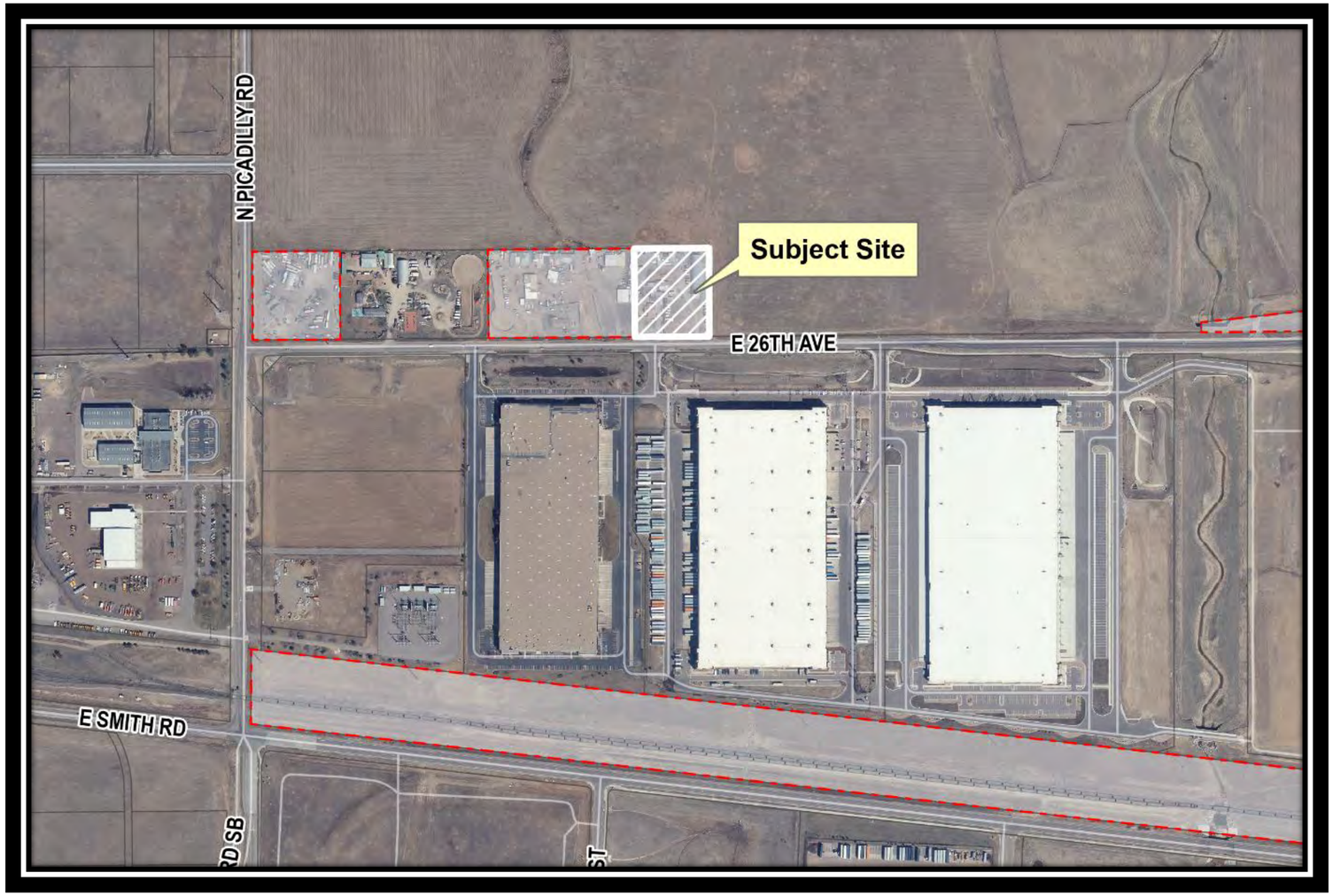
Request

Request:

- Zoning Map Amendment to initially zone 2.5 acres to I-1 (Business/Tech) Zone District.

Definition:

- A Zoning Map Amendment is a process that involves the rezoning of one or more properties at the request of the property owner. Its purpose is to align land use needs within the community while accommodating development interests.
- The proposed change should be consistent with the community's overall objectives and the policies detailed in its comprehensive plan.



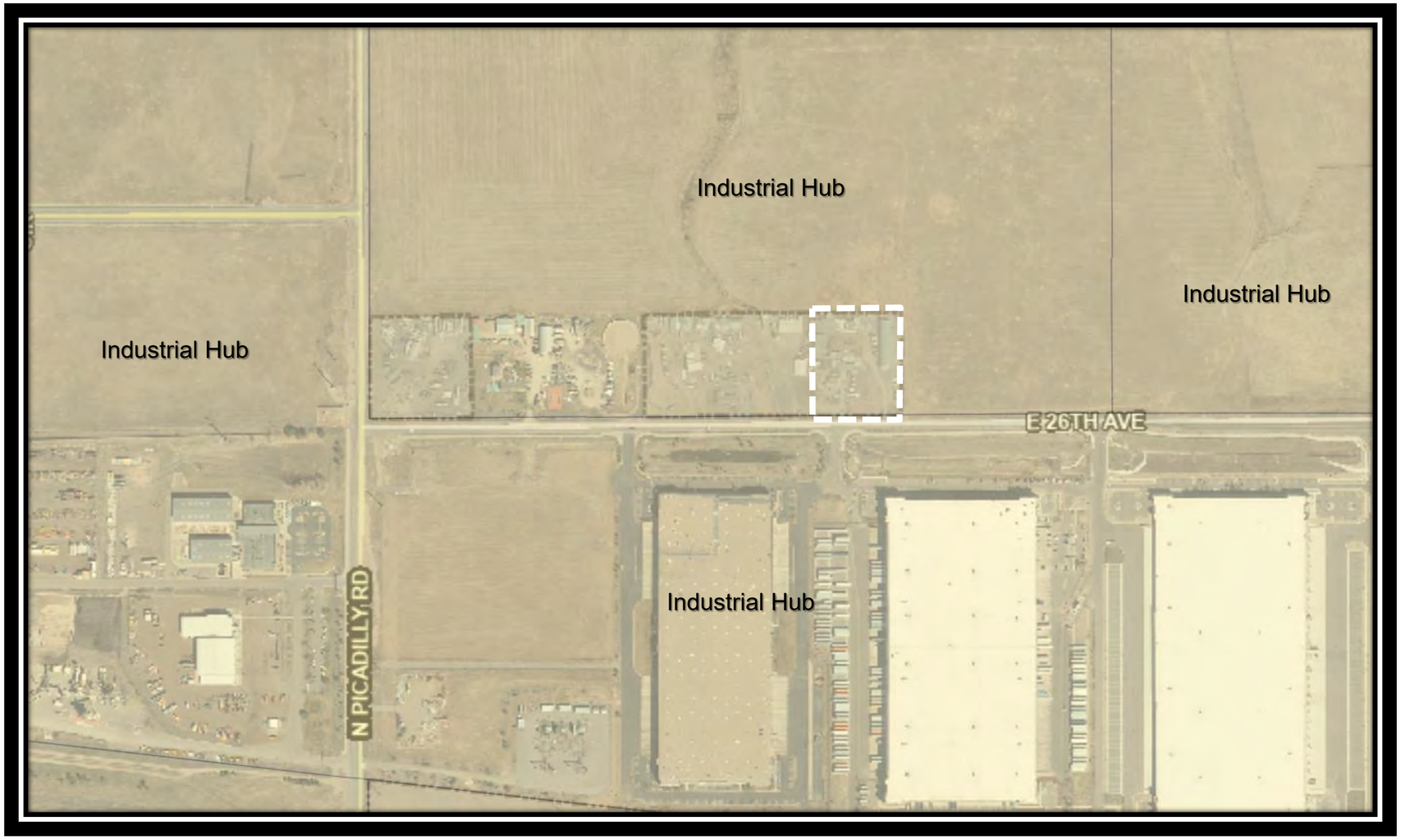
Vicinity Map



ZONING MAP AMENDMENT (Existing Zoning)



ZONING MAP AMENDMENT (Proposed Zoning)



PLACETYPE MAP

Rezoning criteria are found in City Code Section 146-5.4.1.C.3.a and are summarized as follows:

1) The change to the Zoning Map is needed to correct an error; or
2) The change is required because of changed conditions or circumstances and:

a) the applicant has demonstrated that the proposed rezoning is consistent with the spirit and intent of the Comprehensive Plan, with other policies and plans adopted by the City Council;

b) the applicant has demonstrated that the size, scale, height, density, and multi-modal traffic impacts of the proposed rezoning are compatible with surrounding development; 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.

ZONING MAP AMENDMENT APPROVAL CRITERIA

Staff finds that this Zoning Map Amendment complies with the code criteria for approval for the following reasons:

- *The proposed initial zoning is supported by Aurora Places as part of the "Industrial Hub" placetype and will contribute to the economic and fiscal success of the city.*
- *The potential size, scale and height of the proposed initial zoning to I-1 are compatible with the with the same surrounding I-1 zoning and parcels planned for business tech and industrial uses.*
- *The property will maintain the same owner, therefore there is no dislocation of tenants or occupants.*

STAFF FINDINGS