



NOTICE OF COUNCIL MEETING

STUDY SESSION

TELECONFERENCE (Open to the Public)

July 19, 2021

6:30 p.m.

TELECONFERENCE/ELECTRONIC PARTICIPATION PROCEDURES

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

View or listen live to the Study Session

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

Translation/Accessibility

The City will provide closed captioning services on Cable Channels 8 and 880. If you need any other accommodation, please contact the Office of the City Clerk at (303) 739-7094. If you are in need of an interpreter, please contact the Office of International and Immigrant Affairs at 303-739-7521 by Monday, July 19, 2021 at 9:00 a.m. (Si necesita un intérprete, comuníquese con la oficina de asuntos internacionales e inmigrantes en 303-739-7521 por el viernes anterior a la reunión del lunes.)

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



AGENDA

Study Session of the
Aurora City Council

Monday, July 19, 2021

6:30 p.m.

VIRTUAL MEETING

City of Aurora, Colorado

15151 E Alameda Parkway

Pages

1. ITEMS FROM THE MAYOR

1.a. Mayor's Update

1.b. Issue Update

2. CONSENT CALENDAR

2.a. **A Resolution to Approve the Buckley Yard Nos 1-2 Metropolitan District Service Plan** 4

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

2.b. **A Resolution to Approve the East Bend Metropolitan District Service Plan** 62

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

2.c. **A Resolution to Approve the Villages at Murphy Creek No. 3 Metropolitan District Service Plan** 114

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

2.d. **A Resolution to Approve the Villages at Murphy Creek No. 4 Metropolitan District Service Plan** 164

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

- 2.e. An Ordinance to Approve the Second Amended and Restated Service Plan for WH Metropolitan District No. 1 and Consolidated Service Plan for WH Metropolitan District Nos. 2-10.** 214

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

- 2.f. A Resolution to Approve the Blue Eagle Nos. 1-5 Metropolitan District Service Plan** 298

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

- 2.g. A Resolution to Approve the Marquest Airport Park Metropolitan District Service Plan** 367

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

- 2.h. A Resolution to Approve the Overlook at Kings Point Metropolitan District Service Plan** 416

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

3. ITEMS FROM THE CITY MANAGER

- 3.a. Gun Safety and Violence Presentation** 467

Vanessa Wilson, Chief of Police / Megan Platt, Assistant City Attorney

Estimated time: 30 min.

- 3.b. Youth Violence Prevention Program Update** 470

Christina Amparan, Youth Violence Prevention Program Manager/Angela Garcia, Senior Assistant City Attorney

Estimated time: 15 min.

- 3.c. Capital Infrastructure Master Plan - Parks, Recreation and Open Spaces** 482

Brooke Bell, Director of Parks, Recreation and Open Space/ Tim Joyce, Assistant City Attorney

Estimated time: 30 min.

4. ITEMS FROM THE POLICY COMMITTEES

- 4.a. Intergovernmental Agreement with CCWCD for Well Augmentation (RESOLUTION) 534**
- Alexandra Davis, Deputy Director of Water Resources, Aurora Water /
Stephanie Neitzel, Assistant City Attorney
- Estimated time: 15 min.
- 4.b. Advanced Meter Infrastructure Update and Presentation 558**
- Marena Lertch, Manager of Water Service Operations/Ian Best Assistant City
Attorney
- Estimated time: 15 min.
- 4.c. Six Month Funding Agreement Between The City Of Aurora, Colorado, And Aurora/Arapahoe Battered Women’s Shelter, Inc. DBA Gateway Battered Women’s Services 574**
- Lana Dalton, LCSW- Homelessness Programs Manager / Tim Joyce, Assistant
City Attorney
- Estimated time: 5 min.
- 5. ITEMS FROM THE CITY COUNCIL**
- 6. CALL-UPS OF COUNCIL POLICY COMMITTEE ITEMS**
- 7. MISCELLANEOUS ITEMS**
- 8. ITEMS REMOVED FROM THE AGENDA, IF ANY**



CITY OF AURORA

Council Agenda Commentary

Item Title: A Resolution to Approve the Buckley Yard Nos 1-2 Metropolitan District Service Plan
Item Initiator: Cesarina Dancy, Development Project Manager, Office of Development Assistance
Staff Source/Legal Source: Cesarina Dancy, Development Project Manager, Office of Development Assistance/ Brian Rulla, Assistant City Attorney
Outside Speaker:
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 7/19/2021

Regular Meeting: 8/9/2021

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

- Approve Item as proposed at Study Session Information Only
- Approve Item and Move Forward to Regular Meeting
- Approve Item as proposed at Regular Meeting
- Approve Item with Waiver of Reconsideration
Why is a waiver needed?[Click or tap here to enter text.](#)

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 6/22/2021

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

- Recommends Approval Does Not Recommend Approval
- Forwarded Without Recommendation Recommendation Report Attached
- Minutes Attached Minutes Not Available
-

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

In 2004, the City adopted a model service plan for Title 32 Metropolitan Districts with the intent that any proposed service plan for a new metropolitan district will be compliant with the model. The model service plan provides the following key features:

1. Maximum debt mill levy of 50 mills
2. Maximum term for debt repayment of 40 years
3. Agreement to impose the Aurora Regional Improvements (ARI) mill levy

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

A new service plan for the Buckley Yard Metropolitan Districts Nos. 1-2 has been submitted for the November 2021 district election cycle. The proposed district is located at the Southeast corner of E Alameda Drive and S Airport Boulevard (vicinity map attached). The districts are to serve a 37 acre residential development with an anticipated population projection of 598.

The proposed Buckley Yard Metropolitan Districts Nos. 1-2 service plan and IGA attached are in compliance with the model.

QUESTIONS FOR COUNCIL

Does Council wish to move this item forward to the August 9, 2021 Regular Council Meeting?

LEGAL COMMENTS

Section 32-1-204.5(1), C.R.S. provides that no special district shall be organized if its boundaries are wholly contained within the boundaries of a municipality, except upon adoptions of a resolution of approval by the governing body of such municipality.

Chapter 122 of the City Code establishes the procedure by which the proponents of a special district may seek approval for their district from the City. Section 122-32 of the City Code requires that the City Council conduct a public hearing regarding approval of the proposed district and its service plan. Thereafter, the City Council shall adopt a resolution (1) approving the service plan without conditions or modifications; (2) disapproving the service plan; or (3) conditionally approving the service plan subject to the submission of information relating to, or the modification of, the service plan. (City Code Section. 122-35).

Section 122-30(21) further requires that the special district enter into a written agreement with the City. The proposed Intergovernmental Agreement satisfies the requirements set forth therein. As the proposed Agreement is with another governmental entity, a resolution is required to authorize its execution. (City Charter Section 10-12.)

(Rulla)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: Approval of these districts will allow the cost of providing infrastructure and certain operating costs to be passed on to the district property owners via metropolitan district taxes and fees. The debt service will be paid by metropolitan district property taxes.

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: Title 32 Metropolitan Districts have the authority to levy a property tax within the boundaries of the District. Approval of these districts will provide a mechanism for the developer to finance infrastructure for new development by recovering the associated costs through metropolitan district taxes.

WILLIAM P. ANKELE, JR.
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CLINT C. WALDRON
KRISTIN BOWERS TOMPKINS
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LAURA S. HEINRICH
AUDREY G. JOHNSON
CAREY S. SMITH V
ERIN K. STUTZ

June 7, 2021

City of Aurora
Office of Development Assistance
Attn: Cesarina Dancy
15151 E. Alameda Parkway, Suite 5200
Aurora, CO 80012

RE: Buckley Yard Metropolitan District Nos. 1-2

Dear Ms. Dancy:

Enclosed for review by the City of Aurora (the “**Aurora**”) is the proposed Service Plan (the “**Proposed Service Plan**”) for Buckley Yard Metropolitan District Nos. 1-2 (the “**Districts**”). Contact information for the relevant parties is as follows:

Legal Counsel

Kristen D. Bear, Esq.
WHITE BEAR ANKELE TANAKA & WALDRON
2154 E. Commons Avenue, Suite 2000
Centennial, CO 80122
(303) 858-1800
kbear@wbapc.com

Petitioner/Property Owner

CLREF III Acquisition LLC
Attn: Jerry Richmond
7200 S. Alton Way, Suite C-400
Centennial, CO 80112
jrichmond@raintree.us.com

The Proposed Service Plan is being submitted as a single service plan for the yet to be organized Districts. The Districts will service a residential development consisting of residential property (the “**Project**”). It is the petitioner’s understanding that Aurora does not consider it feasible or practicable to provide the services or facilities necessary to support the Project. There are currently no other governmental entities located in the immediate vicinity of the Districts that have either the ability or desire to undertake the design, financing, and construction of the public improvements needed for the Project. Formation of the Districts is necessary in order that the public improvements be provided in the most efficient and economical manner possible.

In compliance with Aurora City Code Sec. 122-26 – 122-36, the Proposed Service Plan complies with the form and content of Aurora’s current model service plan and the Proposed Service Plan is an exact copy of the appropriate Aurora model service plan and any and all changes from the model are clearly identified.

The debt limits reported in Section V.A.10 (Total Debt Issuance Limitation) and VII.A (Financial Plan – General) do include any debt associated with regional improvements as described in the last sentence of VI.C.

Name of Metro District	Public Improvements	Debt Limit	Debt Limit Includes ARI?	ARI Debt Limit	Total Debt Capacity	Organizing and Operating Reimbursement	1 st Year Operating and Maintenance
(Location in Service Plan)	V.B	V.A.10	Transmittal Letter	VI.C	Calculate	VII.I	VIII.I
District No. 1	\$10,500,000	\$16,000,000	Yes	\$16,000,000	\$16,000,000	\$150,000	\$100,000
District No. 2	\$10,500,000	\$16,000,000	Yes	\$16,000,000	\$16,000,000	\$150,000	\$100,000
Totals	N/A	N/A		N/A	N/A	N/A	N/A

Should you have any questions or concerns regarding this letter or the Proposed Service Plan, please do not hesitate to contact me at your earliest convenience.

Sincerely,

WHITE BEAR ANKELE TANAKA & WALDRON

Kristen D. Bear, Esq.

cc:

Enclosure

**SERVICE PLAN
FOR
BUCKLEY YARD METROPOLITAN DISTRICT NOS. 1-2
CITY OF AURORA, COLORADO**

Prepared

by

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law
2154 East Commons Avenue, Suite 2000
Centennial, CO 80122
(303) 858-1800

_____, 2021

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LIST OF EXHIBITS

EXHIBIT A	Legal Descriptions
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. 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 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 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.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Approved Development Plan: means a Framework Development Plan or other process established by the City for identifying, among other things, Public Improvements necessary for facilitating development for property within the Service Area as approved by the City pursuant to the City Code and as amended pursuant to the City Code from time to time.

ARI or Regional Improvements: means Aurora Regional Improvements.

ARI Authority: means one or more Authorities established by an ARI Authority Establishment Agreement.

ARI Establishment Agreement: means an intergovernmental agreement establishing an ARI Authority which has, at minimum, Title 32 special districts from three (3) or more Approved Development Plan areas as parties to the Agreement.

ARI Master Plan: means one or more master plans adopted by an ARI Authority establishing Regional Improvements which will benefit the taxpayers and service users of the districts which constitute such ARI Authority, which master plan will change from time to time.

ARI Mill Levy: means the following:

A. For districts with property within their boundaries developed with any residential uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the

ARI Master Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20th) year; and (ii) shall be five (5) mills from the twenty-first (21st) year through the fortieth (40th) year or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs; and (iii) for an additional ten (10) years, the mill levy shall be equal to the average debt service mill levy imposed by such district in the ten (10) years prior to the date of repayment of the debt incurred for Public Improvements other than Regional Improvements; and

B. For districts with property within their boundaries developed solely for commercial uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (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.

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 Buckley Yard Metropolitan District No. 1 through 2.

District No. 1: means the Buckley Yard Metropolitan District No. 1.

District No. 2: means the Buckley Yard Metropolitan District No. 2.

Districts: means District No. 1 and District No. 2 collectively.

End User: means any owner, or tenant of any owner, of any taxable improvement within the Districts who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

External Financial Advisor: means a consultant that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the 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 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 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 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.

Operating District: means District No. 1.

Project: means the development or property commonly referred to as Buckley Yard.

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.

Taxing District: means District No. 2.

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately Thirty-Seven (37) acres and the total area proposed to be included in the Inclusion Area Boundaries is approximately Thirty-Seven (37) 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 Thirty-Seven (37) acres of residential 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 Five Hundred Ninety Eight (598) 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.

In connection with the performance of all acts or activities hereunder, the District shall not violate any protection clauses of the United States or Colorado State Constitutions. The District shall not discriminate against any person because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability, and further shall insert the foregoing provision in contracts or subcontracts let by the District to accomplish the purposes of this service plan.

1. Operations and Maintenance Limitation. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements to the City or other appropriate jurisdiction or 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 Sixteen Million Dollars (\$16,000,000).

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 between the Districts.

14. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

15. Service Plan Amendment Requirement. This Service Plan has been designed with sufficient flexibility to enable the Districts to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the Districts which violate the limitations set forth in Sections V.A.1-14 above or in Section 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 Ten Million, Five Hundred Thousand Dollars (\$10,500,000).

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.

VI. 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 VI.A, B or C below.

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 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, 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 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 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 Sixteen Million Dollars (\$16,000,000) pursuant to agreements as described in VI.A, B, or C 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 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 Sixteen Million Dollars (\$16,000,000) 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 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 Debt which is equal to or less than fifty percent (50%) of the District’s assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the

Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

3. For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 above, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, such District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in such District's Debt to assessed ratio. All Debt issued by the Districts must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the Districts are composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

D. Maximum Debt Mill Levy Imposition Term.

The Districts shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI. Other than the ARI Mill Levy, the Districts shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District imposing the mill levy are residents of such District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

E. Debt Repayment Sources.

Each of the Districts may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance. The Districts may also rely upon various other revenue sources authorized by law. At the Districts' discretion, these may include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(l), C.R.S., as amended from time to time. In no event shall the debt service mill levy in any District exceed the Maximum Debt Mill Levy or, for residential property within a District, the Maximum Debt Mill Levy Imposition Term, except pursuant to an intergovernmental agreement between the Operating 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 One Hundred Fifty Thousand Dollars (\$150,000), 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 One Hundred Thousand Dollars (\$100,000) 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 their mill levy as necessary for provision of operation and maintenance services to their taxpayers and service users.

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 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 Districts financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.
10. Notice of any uncured events of default by the 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.

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 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.

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 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.

Respectfully submitted this 7th day of June, 2021.

By:  _____

Kristen D. Bear, Esq.
Attorney for the Proponents of the Districts

EXHIBIT A

Legal Descriptions



DISTRICT NO. 1
EXHIBIT A

PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 1, BLOCK 2, TOLLGATE VILLAGE SUBDIVISION FILING NO. 14 RECORDED UNDER RECEPTION NO. 1991491 IN THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER, LOCATED IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6TH P.M., MONUMENTED AT THE NORTHWEST CORNER BY A 3" BRASS CAP IN A RANGE BOX AND AT THE NORTH QUARTER CORNER BY A 3" BRASS CAP IN A RANGE BOX, BEARING N89°57'02"W.

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 16;

THENCE S33°44'04"E A DISTANCE OF 719.99 FEET, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST ALAMEDA DRIVE, AS SHOWN ON TOLLGATE VILLAGE SUBDIVISION FILING NO. 14, RECORDED UNDER RECEPTION NO. 1991491 IN THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ON SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING (7) SEVEN COURSES:

1. ON THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S02°30'48"E, HAVING A RADIUS OF 554.84 FEET, A CENTRAL ANGLE OF 37°55'48" AND AN ARC LENGTH OF 367.31 FEET, TO A POINT OF TANGENT;
2. S54°35'00"E A DISTANCE OF 596.63 FEET;
3. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 295.00 FEET, A CENTRAL ANGLE OF 59°13'56" AND AN ARC LENGTH OF 304.97 FEET, TO A POINT OF TANGENT;
4. S04°38'56"W A DISTANCE OF 143.10 FEET;
5. S08°07'01"W A DISTANCE OF 165.31 FEET;
6. S04°38'56"W A DISTANCE OF 75.22 FEET;
7. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°34'29" AND AN ARC LENGTH OF 39.08 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST ALAMEDA PARKWAY, SAID POINT BEING A POINT OF REVERSE CURVE;

THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING (2) TWO COURSES:

1. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 8055.00 FEET, A CENTRAL ANGLE OF 00°37'00" AND AN ARC LENGTH OF 86.68, TO A POINT OF TANGENT;
2. N86°23'35"W A DISTANCE OF 594.80 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF EAST ALAMEDA PARKWAY RECORDED UNDER RECEPTION NO. B8000208 IN THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER;

THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING (2) TWO COURSES:

1. N03°36'25"E A DISTANCE OF 15.00 FEET;

2. N86°23'35"W A DISTANCE OF 154.14 FEET;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, N02°58'12"W A DISTANCE OF 1049.78 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 793,120 SQUARE FEET OR 18.2075 ACRES.

PROPERTY DESCRIPTION STATEMENT

I, JARROD ADAMS, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE PROPERTY DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE CORRECT.

JARROD ADAMS, PROFESSIONAL LAND SURVEYOR
COLORADO NO. 38252
FOR AND ON BEHALF OF JR ENGINEERING, LLC





J-R ENGINEERING

DISTRICT NO. 2
EXHIBIT A

PROPERTY DESCRIPTION

LOT 1, BLOCK 3, TOLLGATE VILLAGE SUBDIVISION FILING NO. 14 RECORDED UNDER RECEPTION NO. 1991491 IN THE RECORDS OF THE APARAOE COUNTY CLERK AND RECORDER, STATE OF COLORADO.

PROPERTY DESCRIPTION STATEMENT

I, JARROD ADAMS, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE PROPERTY DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE CORRECT.

JARROD ADAMS, PROFESSIONAL LAND SURVEYOR
COLORADO NO. 38252
FOR AND ON BEHALF OF JR ENGINEERING, LLC

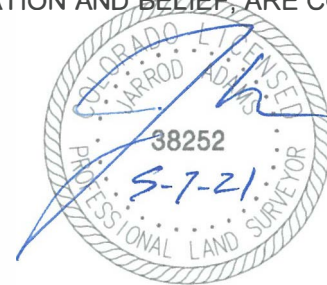
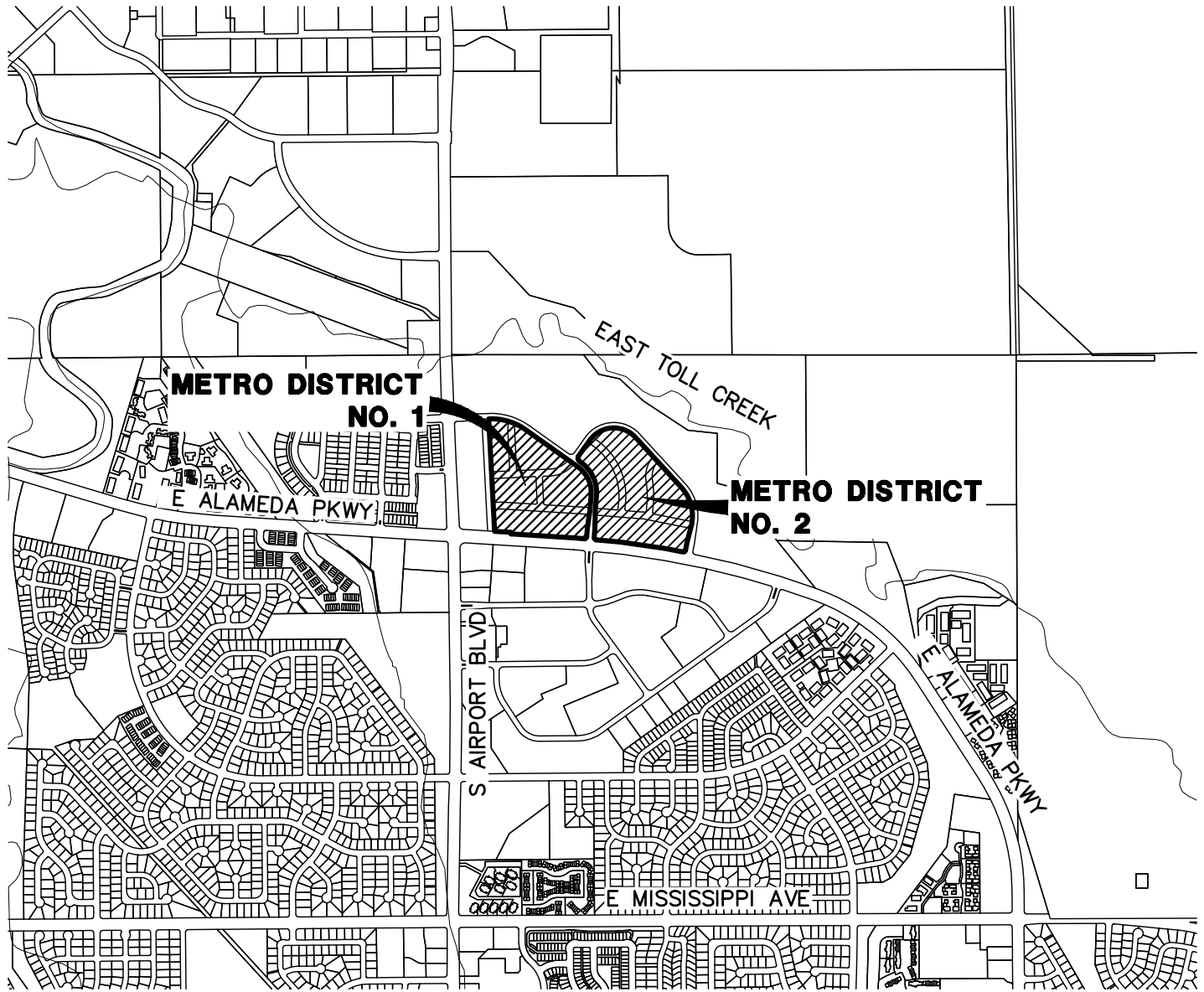


EXHIBIT B

Aurora Vicinity Map

BUCKLEY YARD METROPOLITAN DISTRICT EXHIBIT



ORIGINAL SCALE: 1" = 1500'

METROPOLITAN DISTRICT EXHIBIT
BUCKLEY YARD
JOB NO. 16044.00
05/05/2021



J-R ENGINEERING

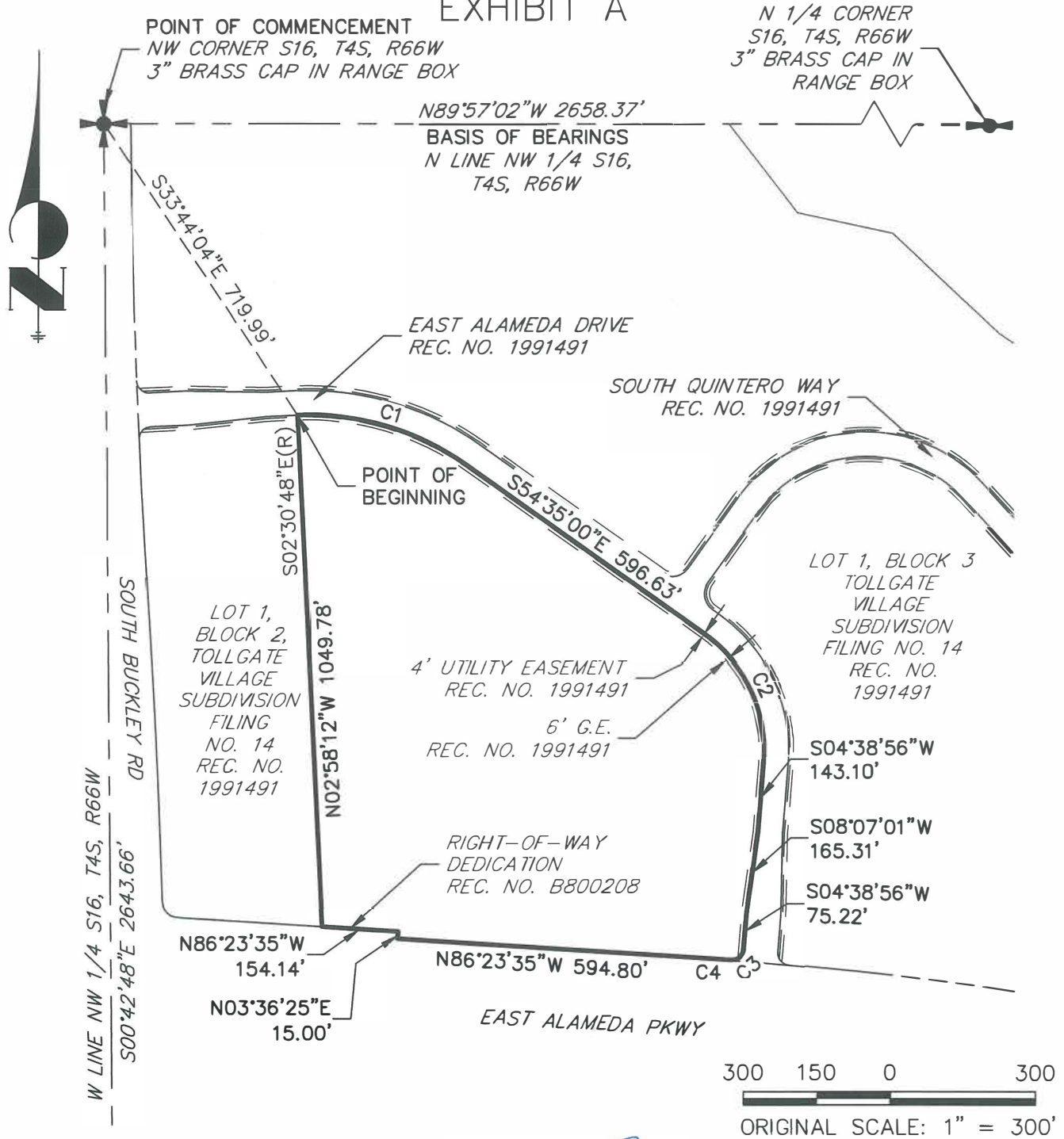
A Westrian Company

Centennial 303-740-9393 • Colorado Springs 719-593-2593
Fort Collins 970-491-9888 • www.jrengineering.com

EXHIBIT C-1

Initial Districts Boundary Maps

EXHIBIT A



CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C1	37°55'48"	554.84'	367.31'
C2	59°13'56"	295.00'	304.97'
C3	89°34'29"	25.00'	39.08'
C4	0°37'00"	8055.00'	86.68'

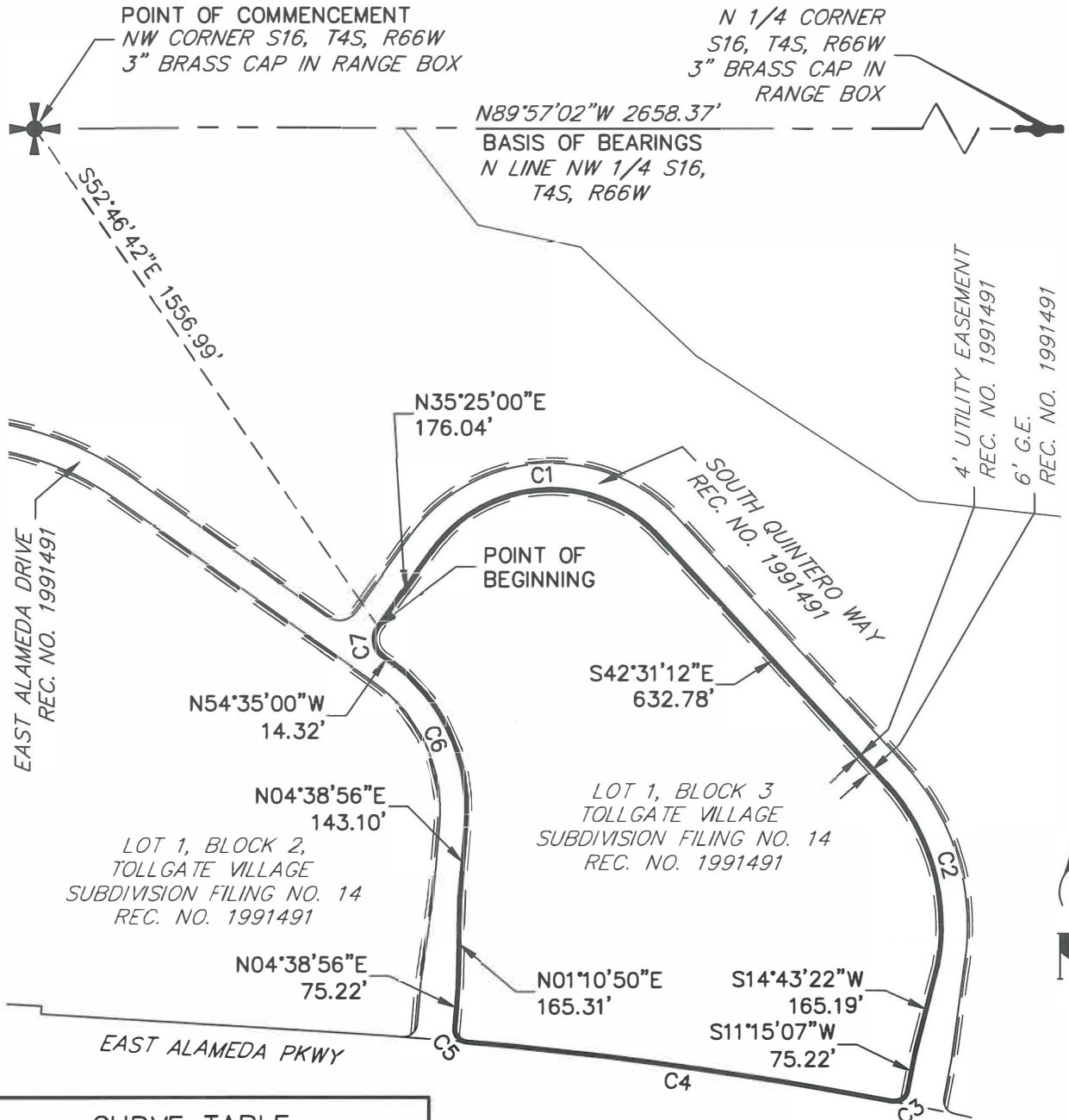


BUCKLEY YARD
EXHIBIT A
JOB NO. 16044.00
MAY 7, 2021
SHEET 1 OF 1



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Fort Collins 970-497-9188 • www.jrengineering.com

EXHIBIT A



CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	102°03'48"	275.00'	489.87'
C2	53°46'19"	396.30'	371.93'
C3	89°34'28"	25.00'	39.08'
C4	5°45'08"	8055.00'	808.68'
C5	89°34'28"	25.00'	39.08'
C6	59°13'56"	345.00'	356.66'
C7	90°00'00"	40.00'	62.83'



BUCKLEY YARD
EXHIBIT A
JOB NO. 16044.00
MAY 7, 2021
SHEET 1 OF 1

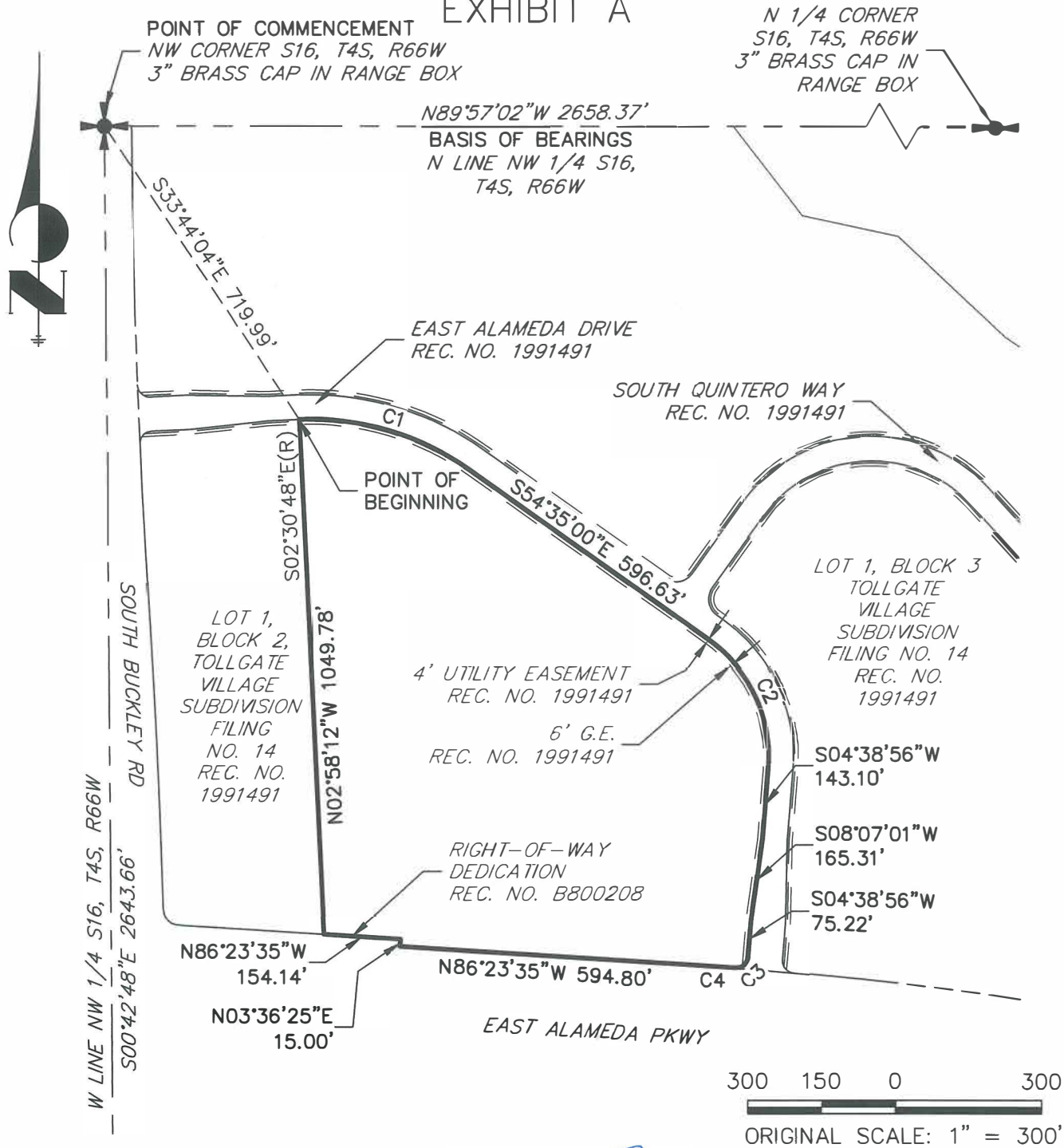


Centennial 303-740-9393 • Colorado Springs 719-583-2593
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EXHIBIT C-2

Inclusion Area Boundary Map

EXHIBIT A



CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C1	37°55'48"	554.84'	367.31'
C2	59°13'56"	295.00'	304.97'
C3	89°34'29"	25.00'	39.08'
C4	0°37'00"	8055.00'	86.68'

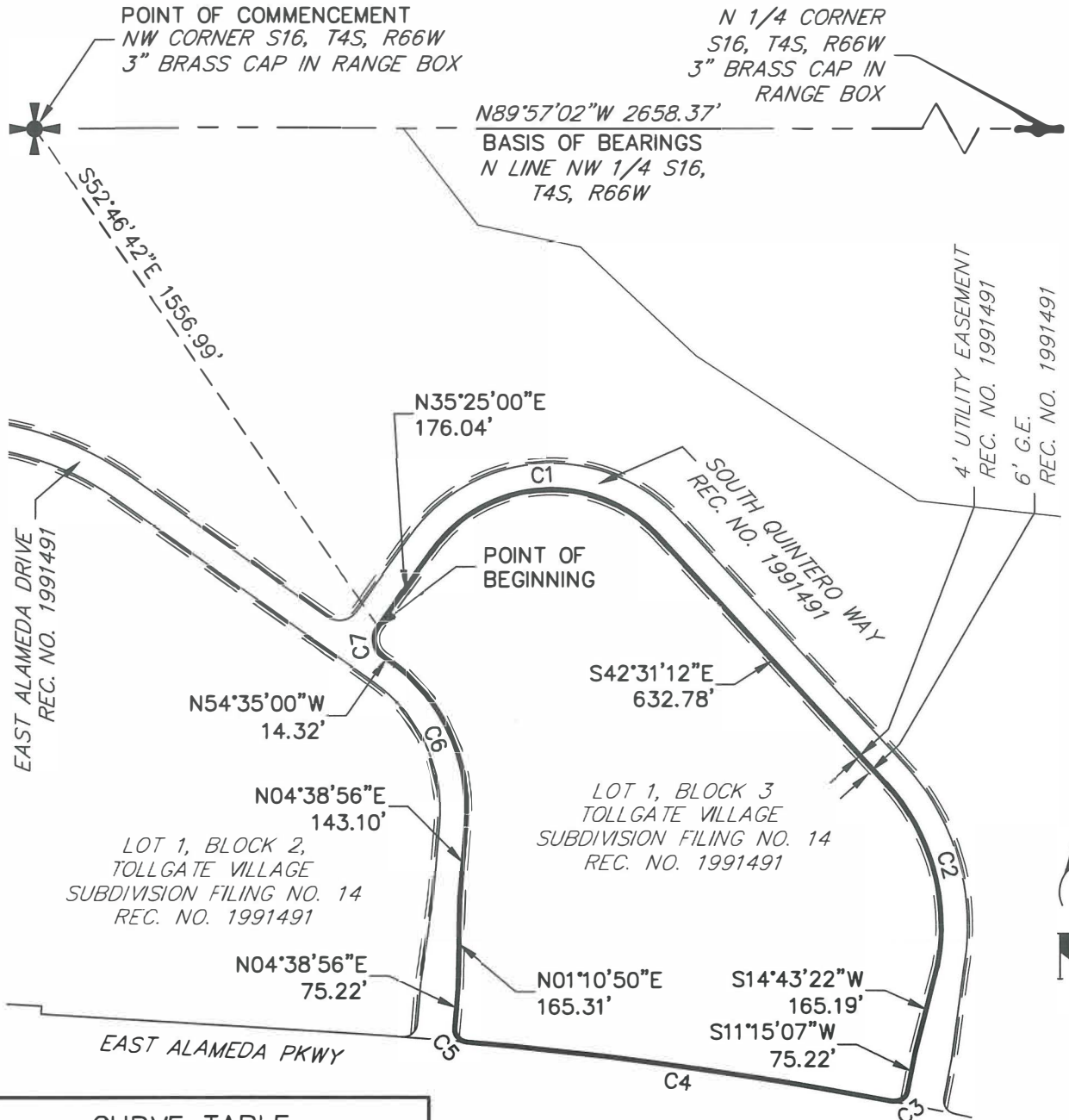


BUCKLEY YARD
EXHIBIT A
JOB NO. 16044.00
MAY 7, 2021
SHEET 1 OF 1



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EXHIBIT A



LOT 1, BLOCK 2,
TOLLGATE VILLAGE
SUBDIVISION FILING NO. 14
REC. NO. 1991491

LOT 1, BLOCK 3
TOLLGATE VILLAGE
SUBDIVISION FILING NO. 14
REC. NO. 1991491

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	102°03'48"	275.00'	489.87'
C2	53°46'19"	396.30'	371.93'
C3	89°34'28"	25.00'	39.08'
C4	5°45'08"	8055.00'	808.68'
C5	89°34'28"	25.00'	39.08'
C6	59°13'56"	345.00'	356.66'
C7	90°00'00"	40.00'	62.83'



BUCKLEY YARD
EXHIBIT A
JOB NO. 16044.00
MAY 7, 2021
SHEET 1 OF 1



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EXHIBIT D

Intergovernmental Agreement between the Districts and Aurora

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF AURORA, COLORADO,
BUCKLEY YARD METROPOLITAN DISTRICT NO. 1
AND BUCKLEY YARD 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 BUCKLEY YARD METROPOLITAN DISTRICT NO. 1, and BUCKLEY YARD METROPOLITAN DISTRICT NO. 2, quasi-municipal corporations and political subdivisions of the State of Colorado (the “Districts”). The City and the Districts are collectively referred to as the Parties.

RECITALS

WHEREAS, the Districts were organized to provide those services and to exercise powers as are more specifically set forth in the Districts’ Service Plans approved by the City on _____ (“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 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 Sixteen Million Dollars (\$16,000,000).

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 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. 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 V.A.1-14 or VII.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 shall 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 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 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 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 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 appropriate entity, as described above, 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 is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements.

22. Maximum Debt Mill Levy. The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

(a) For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 of the Service Plan; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes

occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

(b) For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

(c) For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 of the Service Plan, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

23. Maximum Debt Mill Levy Imposition Term. The District shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI of the Service Plan. Other than the ARI Mill Levy, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

24. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the Districts: Buckley Yard Metropolitan District Nos. 1-2
c/o White Bear Ankele Tanaka & Waldron
2154 E. Commons Avenue, Suite 2000
Centennial, CO 80122
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: Daniel L. Brotzman, City Attorney
Phone: (303) 739-7030
Fax: (303) 739-7042

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

25. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

26. Assignment. 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.

SIGNATURE PAGES TO INTERGOVERNMENTAL AGREEMENT

BUCKLEY YARD METROPOLITAN
DISTRICT NOS. 1-2

By: _____
President

Attest:

CITY OF AURORA, COLORADO

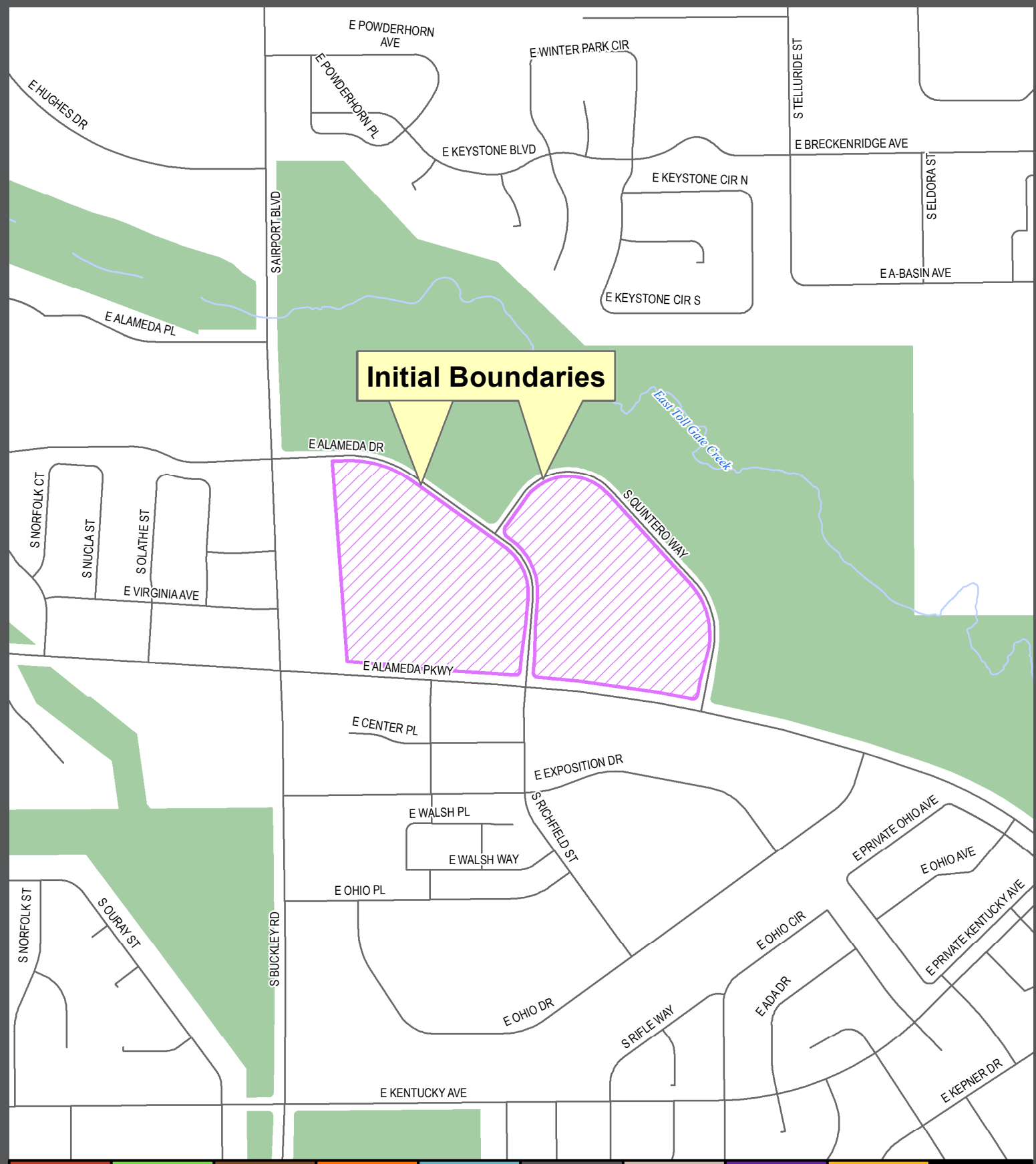
By: _____
MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

BRIAN J. RULLA, Assistant City Attorney



Planning & Development Services

15151 E. Alameda Parkway
 Aurora CO 80012 USA
 AuroraGov.org
 303.739.7250
 GIS@auroragov.org

City of Aurora, Colorado

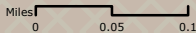
Buckley Yard Metropolitan District

June 7, 2021



Legend

- Initial Boundaries
- Creeks
- Parks and Open Space
- Other Jurisdictions



MANAGEMENT AND FINANCE POLICY COMMITTEE MEETING
June 22, 2021

TITLE 32 METROPOLITAN DISTRICTS

Summary of Issue and Discussion

Cesarina Dancy, Development Project Manager introduced the proposed service plans. In 2004, the City adopted a model service plan for Title 32 Metropolitan Districts with the intent that any proposed service plan for a new metropolitan district will be compliant with the model. The model service plan provides the following key features:

1. Maximum debt mill levy of 50 mills
2. Maximum term for debt repayment of 40 years
3. Agreement to impose the Aurora Regional Improvements (ARI) mill levy.

For the November 2021 cycle, eight new districts are proposed. All of the proposed districts are fully compliant with the current model with one exception (WH Nos. 1-10).

Proposed Service Plans:

A. Blue Eagle Metropolitan Districts Nos. 1-5

- a. Location – West of N Hudson Road between E 26th Avenue and E Colfax Avenue
- b. Size – 406 acres (additional 114 acres for inclusion area)
- c. Type of District – Commercial
- d. Debt Limit - \$200,000,000
- e. Current Development Status – Vacant Property

B. Buckley Yard Metropolitan Districts Nos. 1-2

- a. Location – Southeast corner of E Alameda Drive and S Airport Boulevard
- b. Size – 37 acres
- c. Type of District – Residential
- d. Population Projection: 598
- e. Debt Limit - \$16,000,000
- f. Current Development Status – Vacant Property

C. East Bend Metropolitan District

- a. Location – Southeast corner of S Andes Circle and S Tower Road
- b. Size – .352 acres (additional 9.969 acres for inclusion area)
- c. Type of District – Residential
- d. Population Projection: 230
- e. Debt Limit - \$5,000,000
- f. Current Development Status – Vacant Property

D. Marquest Airport Park Metropolitan District

- a. Location – Southwest corner of E 56th Avenue and N Hayesmount Road
- b. Size – 157.3 acres
- c. Type of District – Commercial and Industrial

- d. Debt Limit - \$80,000,000
 - e. Current Development Status – Vacant Property
- E. The Overlook at Kings Point South Metropolitan District
- a. Location – East of E-470 and West of Arrowshaft Trail
 - b. Size – 103.21 acres
 - c. Type of District – Residential- Population Projection: 609
 - d. Debt Limit - \$65,000,000
 - e. Current Development Status – Vacant Property
- F. Villages at Murphy Creek Metropolitan District No. 3
- a. Location – Southeast corner of Harvest Road and Yale Avenue
 - b. Size – .037 acres (additional 208.588 acres for inclusion area)
 - c. Type of District – Residential- Population Projection: 3,712
 - d. Debt Limit - \$70,000,000
 - e. Current Development Status – Vacant Property
- G. Villages at Murphy Creek Metropolitan District No. 4
- a. Location – Southeast corner of Harvest Road and Yale Avenue
 - b. Size – 208 acres
 - c. Type of District – Residential- Population Projection: 3,712
 - d. Debt Limit - \$70,000,000
 - e. Current Development Status – Vacant Property
- H. WH Metropolitan Districts Nos. 1-10 (No. 1 Amended and Restated; Nos. 2-10 consolidated)
- a. Location – South of E 56th Avenue, West of Harvest Road, and East of N Picadilly Road
 - b. Size – 236 acres (additional 627 acres for inclusion area)
 - c. Type of District – Mixed Use/Residential- Population Projection: 5,625
 - d. Debt Limit - \$950,000,000
 - e. Current Development Status – Vacant Property
 - f. Deviation from model: Requesting the ARI mill levy deviate from the model of increasing the number of mills collected over time from 1-5 mills to 5 mills being collected starting year 1. This change will require approval by ordinance.

Does the Committee wish to forward these items to the July 19, 2021 study session?

Committee Discussion

Council Member Gardner (CM): One of my questions was on East Bend Metro District. Can you tell me what type of product that is? It looks like it's residential, but is it a single family? I didn't pick up on that.

C. Dancy: That's a good question. I don't know that information has been provided to us yet. It appears to be possibly paired home product. That I would certainly divert to the developer or the legal counsel if they have more information on that.

E. Cortese: I'm here with Megan Becher and I can answer that question. It's 72 lots. I'm filling in for general counsel who is typically here. So, it's a small subdivision but it's managing the assets of single family residential with 72 lots.

CM Gardner: Okay thank you. CM Gruber do you have any questions?

CM Gruber: Yes, I do. I would like to review several of the Villages at Murphy Creek. You're probably aware that we've had discussions every time we've added to Murphy Creek. The community has raised questions, so I would like to know whether or not the people within this metro district will be sharing resources with the other districts swimming pool and things like that. I don't know who's here to address Murphy Creek. Do we have anyone here doing that?

C. Dancy: We should have counsel from Murphy Creek. Perhaps not. I can certainly follow up CM Gruber and get that answered for you.

CM Gruber: Okay. So, during other discussions on Murphy Creek metro districts. You may remember that Murphy Creek was a single metro district they divided. There were questions about debt and who's responsible for the debt on either side of Jewell Avenue. I believe that was resolved. There was another metro district established following those discussions, that kicked off a discussion about amenities the general Murphy Creek amenities, and how those amenities will be used and questions as to whether or not the amenities within the general Murphy Creek were large enough to support the growth. Some of the existing residents said those amenities were already fully occupied such as the swimming pool, the clubhouse, and so on. That adding additional people without increasing amenities for those people would create stress and impact housing values and things like that within the rest of the community. So, my specific questions are on Villages at Murphy Creek District No.3 and Villages at Murphy Creek Metro District No. 4. My question is whether or not those will bring their own amenities? Whether or not those will be restricted from using the other amenities, and how that will play out?

C. Dancy: Elisabeth, I just noticed that Paula was unable to attend, and she said that you could answer questions on Murphy Creek as well.

E. Cortese: Yes. Sorry I was having difficulty getting my mute to unmute. The concept here is that because the projected build out for the builders at Murphy Creek is such an extended build out and it's such a large area. That by having multiple districts it allows for the improvements to be paid for and development to pay its own way as the build out proceeds. So, you don't have one district with one group of people paying for the entire process throughout. So, the service plans allow for there to be in our governmental agreements, as do the statues for the districts to work together if they want to. But they are not necessarily required to either. Each has its own separate entity.

CM Gruber: Okay, I understand that part. I understand that metro districts will be independent governments, it will have an independent governance per metro district. I understand that and I understand how the metro district will pay their own way. The question is whether or not Murphy Creek in general, the large enterprise of Murphy Creek and all of the metro districts, or only a

subset currently shares the swimming pool and the clubhouse. So, my specific question is will these additional metro districts that are going in have access to those? Will they be included as members of the existing amenities, or whether not these districts will create their own amenities independent of what already exists at Murphy Creek?

E. Cortese: Okay, I'm sorry. I misunderstood the question. I will need to get back on that and get that answer. So, we can follow up and can send an email, but we can get that information for you how the amenities are working. I apologize that I don't have that answer.

CM Gruber: If we move this forward and frankly CM Gardner, I'm good with moving this forward. But I do think we need that area documented prior to arriving to Study Session. So, it can be included in the Study Session read ahead, so that they can allay the concerns of some of the questions that we can pretty much bet will arise.

E. Cortese: Absolutely, we can get you that information.

C. Dancy: Elisabeth, if I could make a suggestion. I would suggest we revise the transmittal letter that was submitted to include that information and then we can attach that to the Study Session packet. That way all the information is from one place.

E. Cortese: Perfect.

CM Gruber: Thank you. I have no further questions.

CM Gardner: Okay, so I guess with that all being said. It sounds like CM Gruber you're okay moving this forward assuming you're able to get this information by the Study Session.

CM Gruber: Yes, I am.

CM Gardner: Okay, I'm okay with that as well. So, we will move this forward.

Outcome

The Committee recommended the item move forward to Study Session.

Follow-up Action

Staff will forward the item to July 19, 2021 Study Session.

RESOLUTION NO. R2021-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO,
APPROVING THE SERVICE PLAN FOR THE BUCKLEY YARD METROPOLITAN
DISTRICT NOS. 1-2 AND AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA
COLORADO AND THE DISTRICTS

WHEREAS, pursuant to Section 32-1-204.5, C.R.S., as amended, and Section 122-29 of the City Code, a Service Plan (the "Service Plan") for the Buckley Yard Metropolitan District Nos. 1-2 (the "Districts") has been submitted to the City Council (the "City Council") of the City of Aurora, Colorado (the "City"); and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, and Chapter 122 of the City Code, the City Council is to hold a public hearing on the Service Plan for the 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 City Council has considered the Service Plan and all other testimony and evidence presented at the hearing; and

WHEREAS, the City Council finds that the Service Plan should be approved without conditions, as permitted by Sections 32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended, and Section 122-34(a) of the City Code; and

WHEREAS, the City Council further finds that it is in the best interests of the citizens of the City to enter into an Intergovernmental Agreement (the "IGA") with the Districts for the purpose of assigning the relative rights and responsibilities between the City and the Districts with respect to certain functions, operations, and obligations of the Districts; and

WHEREAS, Section 10-12 of the City Charter requires a resolution to authorize the execution of intergovernmental agreements.

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

Section 1. The City Council hereby finds and determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, and Chapter 122 of the City Code relating to the filing of the Service Plan for the Districts have been fulfilled and that notice of the hearing was given in the time and manner required by law and that City Council has jurisdiction to act on the Service Plan.

Section 2. The City Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard and that evidence satisfactory to the City Council of each of the following was presented:

- a. There is sufficient existing and projected need for organized service in the area to be serviced by the Districts;
- b. The existing service in the area to be served by the Districts is inadequate for present and projected needs;
- c. The Districts are capable of providing economical and sufficient service to the area within their proposed boundaries;
- d. The area to be included in the Districts has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;
- e. Adequate service is not, or will not be, available to the area through the City, Arapahoe County, or other existing municipal or quasi-municipal corporations, including other existing title 32 districts, within a reasonable time and on a comparable basis;
- f. The facility and service standards of the Districts are compatible with the facility and service standards of the City;
- g. The proposed Service Plan is in substantial compliance with the comprehensive plan of the City as adopted pursuant to the City Code;
- h. The proposed Service Plan is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area; and
- i. The creation of the Districts will be in the best interests of the area proposed to be served.

Section 3. The City Council hereby approves the Service Plan for the Districts as submitted.

Section 4. The Mayor and the City Clerk are hereby authorized to execute, on behalf of the City, the IGA in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

Section 5. The Districts shall not be authorized to incur any bonded indebtedness until such time as the Districts have approved and executed the IGA.

Section 6. This Resolution shall be filed in the records of the City and a certified copy thereof submitted to the petitioners for the Districts for the purpose of filing in the District Court of Arapahoe County.

Section 7. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Resolution, are hereby rescinded.

RESOLVED AND PASSED this ____ day of _____, 2021.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:



BRIAN J. RULLA, Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: A Resolution to Approve the East Bend Metropolitan District Service Plan
Item Initiator: Cesarina Dancy, Development Project Manager, Office of Development Assistance
Staff Source/Legal Source: Cesarina Dancy, Development Project Manager, Office of Development Assistance/ Brian Rulla, Assistant City Attorney
Outside Speaker:
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 7/19/2021

Regular Meeting: 8/9/2021

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

- Approve Item as proposed at Study Session Information Only
- Approve Item and Move Forward to Regular Meeting
- Approve Item as proposed at Regular Meeting
- Approve Item with Waiver of Reconsideration
Why is a waiver needed?[Click or tap here to enter text.](#)

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 6/22/2021

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

- Recommends Approval Does Not Recommend Approval
- Forwarded Without Recommendation Recommendation Report Attached
- Minutes Attached Minutes Not Available
-

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

In 2004, the City adopted a model service plan for Title 32 Metropolitan District with the intent that any proposed service plan for a metropolitan district will be compliant with the model. The model service plan provides the following key features:

1. Maximum debt mill levy of 50 mills
2. Maximum term for debt repayment of 40 years,
3. Agreement to impose the Aurora Regional Improvements (ARI) mill levy

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

A Service Plan for the East Bend Metropolitan District has been submitted for the November 2021 election cycle. The proposed district is located at the Southeast corner of S Andes Circle and S Tower Road (vicinity map attached). The district is to serve a .352 acre (additional 9.969 acres of inclusion area) residential development. The anticipated population is 230 residents.

The proposed East Metropolitan District service plan and IGA attached are in compliance with the model.

QUESTIONS FOR COUNCIL

Does Council wish to move this item forward to the August 9, 2021 Regular Council Meeting?

LEGAL COMMENTS

Section 32-1-204.5(1), C.R.S. provides that no special district shall be organized if its boundaries are wholly contained within the boundaries of a municipality, except upon adoptions of a resolution of approval by the governing body of such municipality.

Chapter 122 of the City Code establishes the procedure by which the proponents of a special district may seek approval for their district from the City. Section 122-32 of the City Code requires that the City Council conduct a public hearing regarding approval of the proposed district and its service plan. Thereafter, the City Council shall adopt a resolution (1) approving the service plan without conditions or modifications; (2) disapproving the service plan; or (3) conditionally approving the service plan subject to the submission of information relating to, or the modification of, the service plan. (City Code Section. 122-35).

Section 122-30(21) further requires that the special district enter into a written agreement with the City. The proposed Intergovernmental Agreement satisfies the requirements set forth therein. As the proposed Agreement is with another governmental entity, a resolution is required to authorize its execution. (City Charter Section 10-12.)

(Rulla)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: Approval of these districts will allow the cost of providing infrastructure and certain operating costs to be passed on to the district property owners via metropolitan district taxes and fees. The debt service will be paid by metropolitan district property taxes.

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: Title 32 Metropolitan Districts have the authority to levy a property tax within the boundaries of the District. Approval of these districts will provide a mechanism for the developer to finance infrastructure for new development by recovering the associated costs through metropolitan district taxes.



June 7, 2021

VIA EMAIL

Ms. Cesarina Dancy
Project Manager
City of Aurora
Office of Development Assistance
15151 E. Alameda Pkwy., Suite 5200
Aurora, CO 80012-1553

Re: Transmittal of Service Plan for East Bend Metropolitan District

Dear Ms. Dancy:

Please be advised as follows relative to the attached Service Plan:

1. The name of the proposed District is East Bend Metropolitan District (the “**District**”).

2. Contact Information:

(a) District’s Counsel:

Paula J. Williams
MaryAnn M. McGeady
McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203
Phone: (303) 592-4380
Fax: (303) 592-4380
Email: pwilliams@specialdistrictlaw.com;
mmcgeady@specialdistrictlaw.com

(b) Owner:

Richmond American Homes of Colorado, Inc.
4350 S. Monaco Street
Denver, Colorado 80237
Phone: (720) 977-3827
Email: Jason.pock@mdch.com

(c) Petitioner/Developer:

Richmond American Homes of Colorado Inc.
 Attn: Jason J.W. Pock
 4350 S. Monaco Street
 Denver, CO 80237
 Phone: (720) 977-3827
 Email: jason.pock@mdch.com

3. The proposed service plan is based on the Single District Single Service Plan Model. The District will serve the East Bend development (marketing name may change).

4. The development will consist of residential.

5. The final plat for the development has been recorded.

6. The District is needed to finance the public improvements to serve the development of the East Bend project.

7. The proposed service plan is an exact copy of the appropriate Aurora Model Service Plan and any and all changes from the Model are clearly identified in the redline version which has been submitted electronically.

8. The debt limits reported in Sections V(A)(10) (Total Debt Issuance Limitation) and VII(A) (Financial Plan – General) do include any debt associated with regional improvements as described in the last sentence of Section VI(C).

9. Not applicable. No special requests.

10. Please be advised of the following financial data relative to the service plan:

Name of Metro District	Public Improvements	Debt Limit	Debt Limit Includes ARI? Yes or No	ARI Debt Limit	Total Debt Capacity	Organizing & Operating Reimbursement	1 st Year Operating & Maintenance
(Location in Service Plan)	V(B)	V(A)(10)	From transmittal letter	VI(C)	Calculate	VII(I)	VII(I)
East Bend Metropolitan District	\$4,000,000	\$5,000,000	No	\$5,000,000	\$10,000,000	\$50,000	\$50,000

11. A check for the application fee in the amount of \$4,472 has been sent to you under separate cover.

Ms. Cesarina Dancy, Project Manager, City of Aurora
June 7, 2021
Page 3

Should you have any questions or need any further information to process this service plan, please do not hesitate to contact me.

Very truly yours,
MCGEADY BECHER P.C.

Paula J. Williams
Paula J. Williams

Enclosures

cc: Jason J.W. Pock (via email)
Jonathan E. Gilmore (via email)
Elizabeth Peros (via email)
Eric Kubly (via email)
MaryAnn M. McGeady (via email)

**SERVICE PLAN
FOR
EAST BEND METROPOLITAN DISTRICT
CITY OF AURORA, COLORADO**

Prepared

by

McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203

June 7, 2021

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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.

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 (20th) year; and (ii) shall be five (5) mills from the twenty-first (21st) year through the fortieth (40th) 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.

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 East Bend 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 the East Bend Subdivision.

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 .352 acres and the total area proposed to be included in the Inclusion Area Boundaries is approximately 9.969 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 10.321 acres of vacant land. The current assessed valuation of the Service Area is one hundred seventy-two thousand six hundred and Eight dollars (\$172,608.00) for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The population of the District at build-out is estimated to be approximately Two Hundred Thirty (230) people.

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Service Plan Amendment.

The District shall have the power and authority to provide the Public Improvements and related operation and maintenance services within and without the boundaries of the District as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

In connection with the performance of all acts or activities hereunder, the District shall not violate any protection clauses of the United States or Colorado State Constitutions. The District shall not discriminate against any person because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability, and further shall insert the foregoing provision in contracts or subcontracts let by the District to accomplish the purposes of this service plan.

1. Operations and Maintenance Limitation. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements to the City or other appropriate jurisdiction or 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. 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 Five Million Dollars (\$5,000,000).

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 Four Million Dollars (\$4,000,000.00).

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 Five Million Dollars (\$5,000,000) 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 Five Million Dollars (\$5,000,000) 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 Fifty Thousand Dollars (\$50,000.00), 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 (\$50,000.00) 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 Descriptions

Initial District Boundaries

A track of land in the Southwest Quarter of Section 22, Township 4 South, Range 66 West of the 6th P.M., City of Aurora, County of Arapahoe, State of Colorado, and more particularly described as follows:

Lots 61-64, East Bend Subdivision Filing No. 1

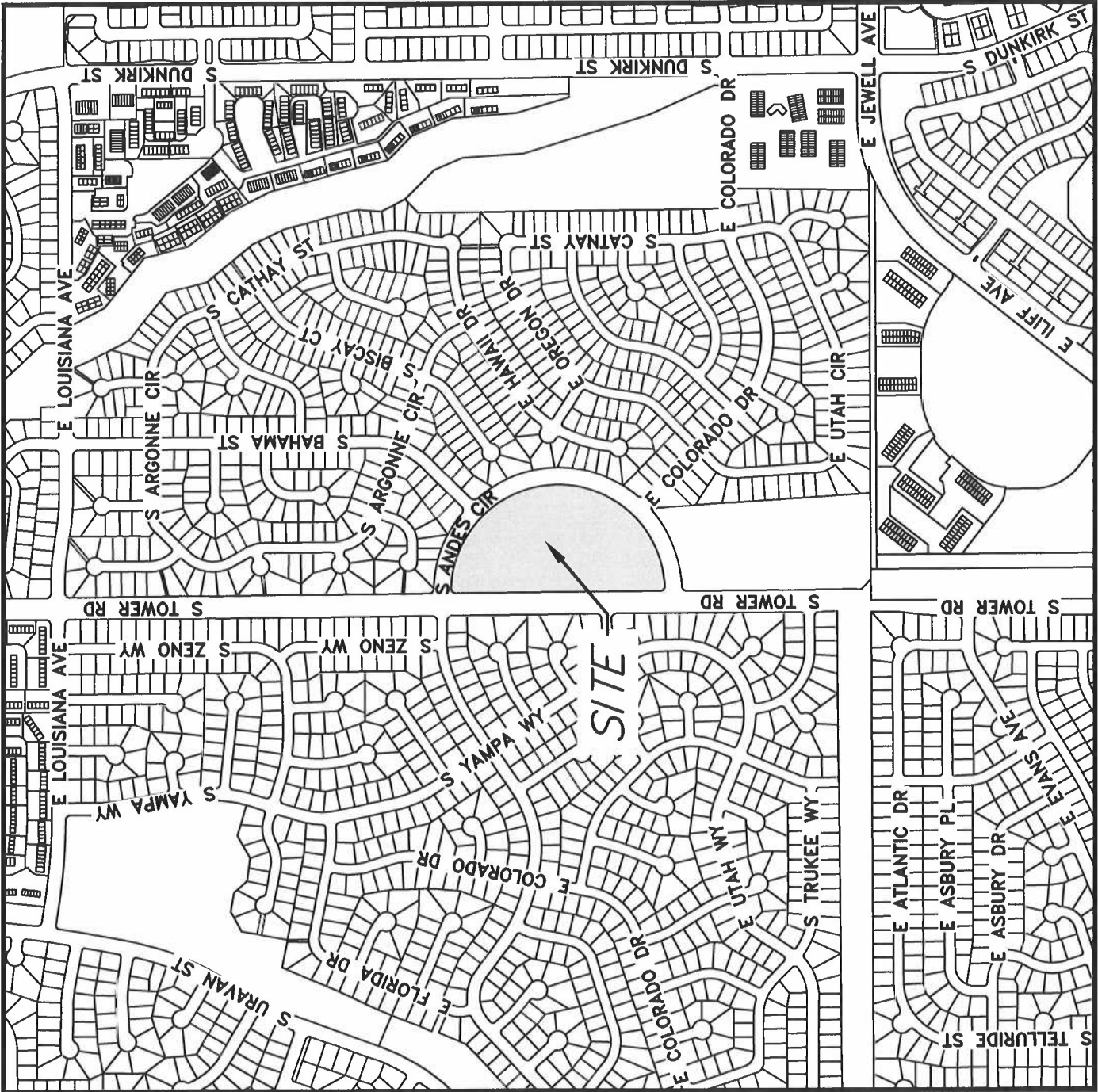
Inclusion Area Boundaries

A track of land in the Southwest Quarter of Section 22, Township 4 South, Range 66 West of the 6th P.M., City of Aurora, County of Arapahoe, State of Colorado, and more particularly described as follows:

All of East Bend Subdivision Filing No. 1, except Lots 61-64

EXHIBIT B

Aurora Vicinity Map



VICINITY MAP

SCALE 1" = 1,000'

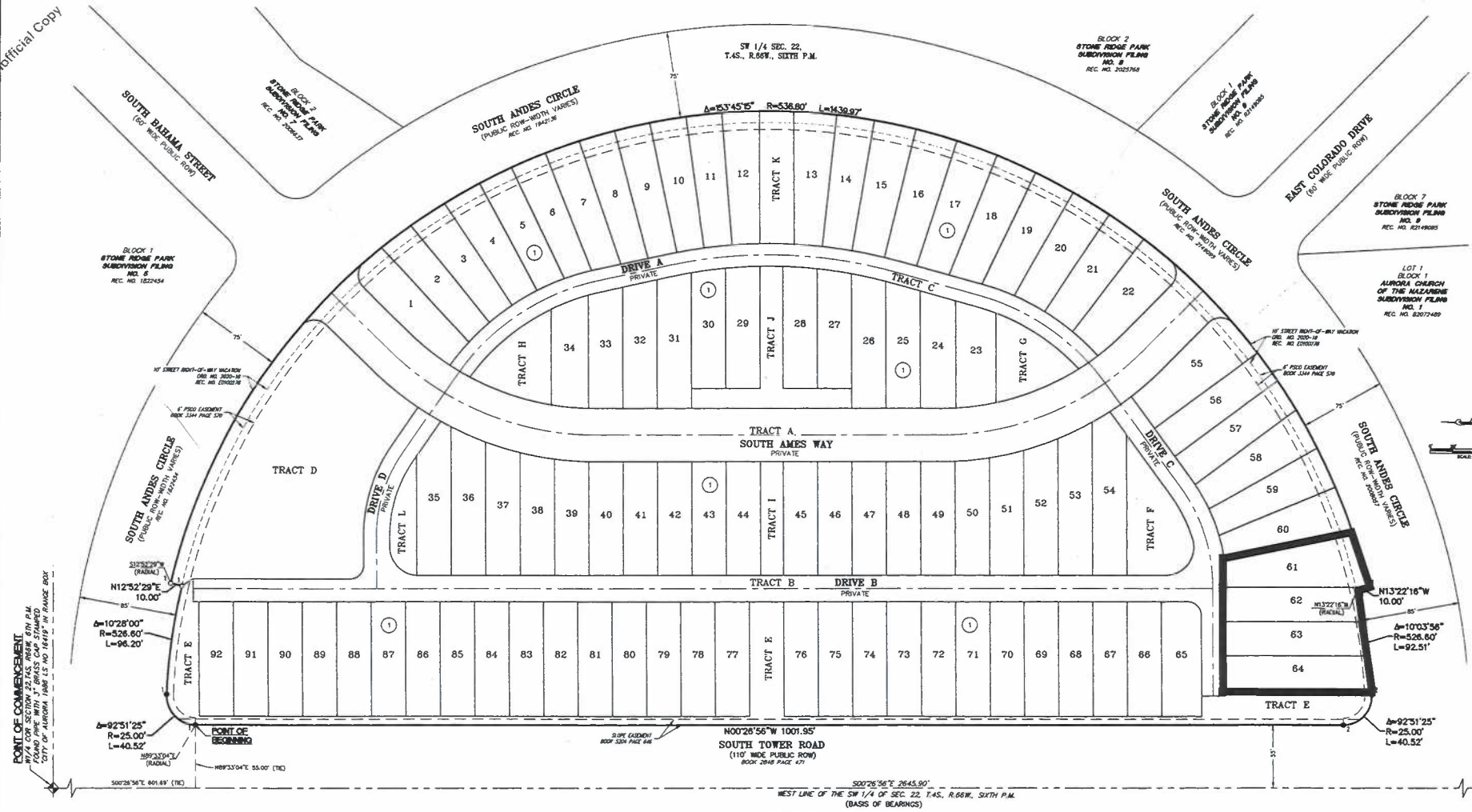
EXHIBIT C-1

Initial District Boundary Map

EAST BEND SUBDIVISION FILING NO. 1

SITUATED IN THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO.

Unofficial Copy



POINT OF COMMENCEMENT
 NW 1/4 COR. SECTION 22, T.4S. R.66W. 6TH P.M.
 FOUND IRON WITH 3" BRASS CAP STAMPED
 CITY OF AURORA 1986 L.S. NO. 18115 IN RANGE 66W

SW COR. SECTION 22, T.4S. R.66W. 6TH P.M.
 FOUND IRON WITH 3" BRASS CAP STAMPED
 CITY OF AURORA 1986 L.S. NO. 18115 IN RANGE 66W

MONUMENT SYMBOL LEGEND

- ◆ SECTION CORNER MONUMENT AS DESCRIBED
- SET NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED "AZTEC L.S. 37933"
- FOUND NO. 5 REBAR - NO CAP
- ⊙ FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED "LKN INC PLS 14112"
- Ⓜ INDICATES BLOCK NUMBER



FOR AND ON BEHALF OF
 AZTEC CONSULTANTS, INC.

AZTEC
 CONSULTANTS, INC.
 200 East Hampden Ave., Suite 1
 Denver, Colorado 80231
 Phone (303) 733-8281
 Fax (303) 733-8281

DEVELOPER
 RICHMOND AMERICAN HOMES
 4350 SOUTH MONAHO STREET
 DENVER, CO 80237
 (303) 773-1100

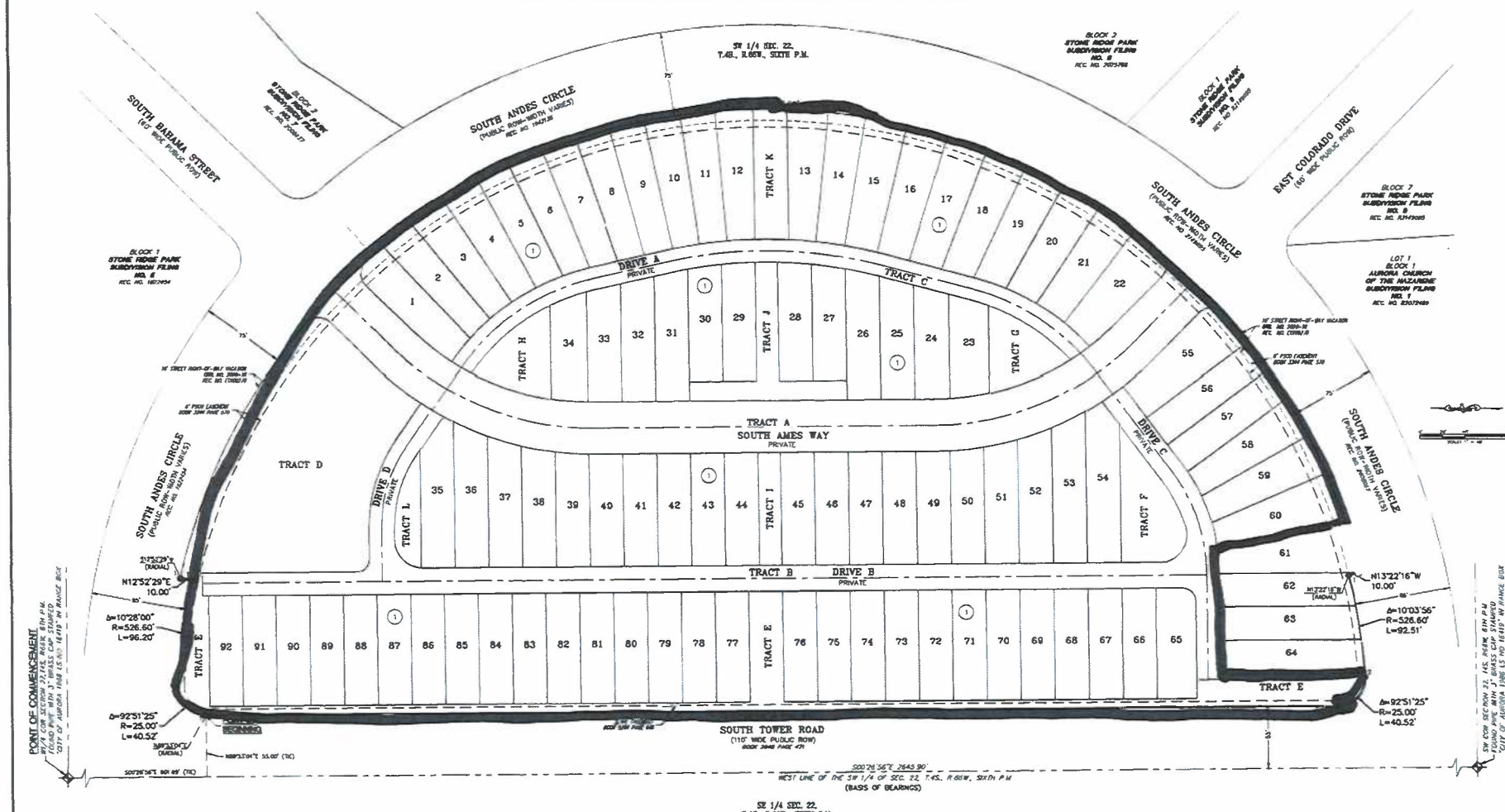
DATE OF PREPARATION	03-28-2020
SCALE	1"=40'
SHEET 2 OF 7	

EXHIBIT C-2

Inclusion Area Boundary Map

EAST BEND SUBDIVISION FILING NO. 1

SITUATED IN THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO.



MONUMENT SYMBOL LEGEND	
	SECTION CORNER MONUMENT AS DESCRIBED
	SET NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED "AZTEC LS 37933"
	FOUND NO. 5 REBAR - NO CAP
	FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED "LON MIC PLS 14112"
	INDICATES BLOCK NUMBER

FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

AZTEC
CONSULTANTS, INC.

3400 East Colfax Ave., Suite 100
Denver, Colorado 80202
Phone: 303-733-1200
Fax: 303-733-1201

DEVELOPER
RICHMOND AMERICAN HOMES

4350 SOUTH MONACO STREET
DENVER, CO 80237
(303) 773-1100

DATE OF PREPARATION	09-28-2020
SCALE	7/8" = 1'
SHEET	2 OF 7

EXHIBIT D

Intergovernmental Agreement between the District and Aurora

[SINGLE DISTRICT SINGLE SERVICE PLAN]

INTERGOVERNMENTAL AGREEMENT BETWEEN

**THE CITY OF AURORA, COLORADO
AND
EAST BEND 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 EAST BEND 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 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 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 Five Million Dollars (\$5,000,000).

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: East Bend Metropolitan District
 c/o McGeady Becher PC
 450 E. 17th Ave., Ste. 400
 Denver, CO 80203-1254
 Phone: (303) 592-4380
 Email: legalnotices@specialdistrictlaw.com

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.

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]

EAST BEND METROPOLITAN DISTRICT

By: _____
President

Attest:

Secretary

CITY OF AURORA, COLORADO

By: _____
MIKE COFFMAN, Mayor

Attest:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

BRIAN J. RULLA, Assistant City
Attorney



Planning & Development Services

15151 E. Alameda Parkway
 Aurora CO 80012 USA
 AuroraGov.org
 303.739.7250
 GIS@auroragov.org

City of Aurora, Colorado

East Bend
 Metropolitan District

June 7, 2021



Legend

- Initial Boundary
- Future Inclusion Area
- Creeks
- Parks and Open Space
- Other Jurisdictions

Miles
 0 0.035 0.07

MANAGEMENT AND FINANCE POLICY COMMITTEE MEETING
June 22, 2021

TITLE 32 METROPOLITAN DISTRICTS

Summary of Issue and Discussion

Cesarina Dancy, Development Project Manager introduced the proposed service plans. In 2004, the City adopted a model service plan for Title 32 Metropolitan Districts with the intent that any proposed service plan for a new metropolitan district will be compliant with the model. The model service plan provides the following key features:

1. Maximum debt mill levy of 50 mills
2. Maximum term for debt repayment of 40 years
3. Agreement to impose the Aurora Regional Improvements (ARI) mill levy.

For the November 2021 cycle, eight new districts are proposed. All of the proposed districts are fully compliant with the current model with one exception (WH Nos. 1-10).

Proposed Service Plans:

A. Blue Eagle Metropolitan Districts Nos. 1-5

- a. Location – West of N Hudson Road between E 26th Avenue and E Colfax Avenue
- b. Size – 406 acres (additional 114 acres for inclusion area)
- c. Type of District – Commercial
- d. Debt Limit - \$200,000,000
- e. Current Development Status – Vacant Property

B. Buckley Yard Metropolitan Districts Nos. 1-2

- a. Location – Southeast corner of E Alameda Drive and S Airport Boulevard
- b. Size – 37 acres
- c. Type of District – Residential
- d. Population Projection: 598
- e. Debt Limit - \$16,000,000
- f. Current Development Status – Vacant Property

C. East Bend Metropolitan District

- a. Location – Southeast corner of S Andes Circle and S Tower Road
- b. Size – .352 acres (additional 9.969 acres for inclusion area)
- c. Type of District – Residential
- d. Population Projection: 230
- e. Debt Limit - \$5,000,000
- f. Current Development Status – Vacant Property

D. Marquest Airport Park Metropolitan District

- a. Location – Southwest corner of E 56th Avenue and N Hayesmount Road
- b. Size – 157.3 acres
- c. Type of District – Commercial and Industrial

- d. Debt Limit - \$80,000,000
- e. Current Development Status – Vacant Property

E. The Overlook at Kings Point South Metropolitan District

- a. Location – East of E-470 and West of Arrowshaft Trail
- b. Size – 103.21 acres
- c. Type of District – Residential- Population Projection: 609
- d. Debt Limit - \$65,000,000
- e. Current Development Status – Vacant Property

F. Villages at Murphy Creek Metropolitan District No. 3

- a. Location – Southeast corner of Harvest Road and Yale Avenue
- b. Size – .037 acres (additional 208.588 acres for inclusion area)
- c. Type of District – Residential- Population Projection: 3,712
- d. Debt Limit - \$70,000,000
- e. Current Development Status – Vacant Property

G. Villages at Murphy Creek Metropolitan District No. 4

- a. Location – Southeast corner of Harvest Road and Yale Avenue
- b. Size – 208 acres
- c. Type of District – Residential- Population Projection: 3,712
- d. Debt Limit - \$70,000,000
- e. Current Development Status – Vacant Property

H. WH Metropolitan Districts Nos. 1-10 (No. 1 Amended and Restated; Nos. 2-10 consolidated)

- a. Location – South of E 56th Avenue, West of Harvest Road, and East of N Picadilly Road
- b. Size – 236 acres (additional 627 acres for inclusion area)
- c. Type of District – Mixed Use/Residential- Population Projection: 5,625
- d. Debt Limit - \$950,000,000
- e. Current Development Status – Vacant Property
- f. Deviation from model: Requesting the ARI mill levy deviate from the model of increasing the number of mills collected over time from 1-5 mills to 5 mills being collected starting year 1. This change will require approval by ordinance.

Does the Committee wish to forward these items to the July 19, 2021 study session?

Committee Discussion

Council Member Gardner (CM): One of my questions was on East Bend Metro District. Can you tell me what type of product that is? It looks like it's residential, but is it a single family? I didn't pick up on that.

C. Dancy: That's a good question. I don't know that information has been provided to us yet. It appears to be possibly paired home product. That I would certainly divert to the developer or the legal counsel if they have more information on that.

E. Cortese: I'm here with Megan Becher and I can answer that question. It's 72 lots. I'm filling in for general counsel who is typically here. So, it's a small subdivision but it's managing the assets of single family residential with 72 lots.

CM Gardner: Okay thank you. CM Gruber do you have any questions?

CM Gruber: Yes, I do. I would like to review several of the Villages at Murphy Creek. You're probably aware that we've had discussions every time we've added to Murphy Creek. The community has raised questions, so I would like to know whether or not the people within this metro district will be sharing resources with the other districts swimming pool and things like that. I don't know who's here to address Murphy Creek. Do we have anyone here doing that?

C. Dancy: We should have counsel from Murphy Creek. Perhaps not. I can certainly follow up CM Gruber and get that answered for you.

CM Gruber: Okay. So, during other discussions on Murphy Creek metro districts. You may remember that Murphy Creek was a single metro district they divided. There were questions about debt and who's responsible for the debt on either side of Jewell Avenue. I believe that was resolved. There was another metro district established following those discussions, that kicked off a discussion about amenities the general Murphy Creek amenities, and how those amenities will be used and questions as to whether or not the amenities within the general Murphy Creek were large enough to support the growth. Some of the existing residents said those amenities were already fully occupied such as the swimming pool, the clubhouse, and so on. That adding additional people without increasing amenities for those people would create stress and impact housing values and things like that within the rest of the community. So, my specific questions are on Villages at Murphy Creek District No.3 and Villages at Murphy Creek Metro District No. 4. My question is whether or not those will bring their own amenities? Whether or not those will be restricted from using the other amenities, and how that will play out?

C. Dancy: Elisabeth, I just noticed that Paula was unable to attend, and she said that you could answer questions on Murphy Creek as well.

E. Cortese: Yes. Sorry I was having difficulty getting my mute to unmute. The concept here is that because the projected build out for the builders at Murphy Creek is such an extended build out and it's such a large area. That by having multiple districts it allows for the improvements to be paid for and development to pay its own way as the build out proceeds. So, you don't have one district with one group of people paying for the entire process throughout. So, the service plans allow for there to be in our governmental agreements, as do the statues for the districts to work together if they want to. But they are not necessarily required to either. Each has its own separate entity.

CM Gruber: Okay, I understand that part. I understand that metro districts will be independent governments, it will have an independent governance per metro district. I understand that and I understand how the metro district will pay their own way. The question is whether or not Murphy Creek in general, the large enterprise of Murphy Creek and all of the metro districts, or only a

subset currently shares the swimming pool and the clubhouse. So, my specific question is will these additional metro districts that are going in have access to those? Will they be included as members of the existing amenities, or whether not these districts will create their own amenities independent of what already exists at Murphy Creek?

E. Cortese: Okay, I'm sorry. I misunderstood the question. I will need to get back on that and get that answer. So, we can follow up and can send an email, but we can get that information for you how the amenities are working. I apologize that I don't have that answer.

CM Gruber: If we move this forward and frankly CM Gardner, I'm good with moving this forward. But I do think we need that area documented prior to arriving to Study Session. So, it can be included in the Study Session read ahead, so that they can allay the concerns of some of the questions that we can pretty much bet will arise.

E. Cortese: Absolutely, we can get you that information.

C. Dancy: Elisabeth, if I could make a suggestion. I would suggest we revise the transmittal letter that was submitted to include that information and then we can attach that to the Study Session packet. That way all the information is from one place.

E. Cortese: Perfect.

CM Gruber: Thank you. I have no further questions.

CM Gardner: Okay, so I guess with that all being said. It sounds like CM Gruber you're okay moving this forward assuming you're able to get this information by the Study Session.

CM Gruber: Yes, I am.

CM Gardner: Okay, I'm okay with that as well. So, we will move this forward.

Outcome

The Committee recommended the item move forward to Study Session.

Follow-up Action

Staff will forward the item to July 19, 2021 Study Session.

RESOLUTION NO. R2021-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE SERVICE PLAN FOR THE EAST BEND METROPOLITAN DISTRICT AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA COLORADO AND THE DISTRICT

WHEREAS, pursuant to Section 32-1-204.5, C.R.S., as amended, and Section 122-29 of the City Code, a Service Plan (the "Service Plan") for the East Bend Metropolitan District (the "District") has been submitted to the City Council (the "City Council") of the City of Aurora, Colorado (the "City"); and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, and Chapter 122 of the City Code, the City Council is to hold a public hearing on the Service Plan for the District; and

WHEREAS, notice of the hearing before the City Council was duly published in the *Aurora Sentinel*, a newspaper of general circulation within the City, as required by law, and mailed to all interested persons, the Division of Local Government, and the governing body of each municipality and title 32 district that has levied an ad valorem tax within the next preceding tax year and that has boundaries within a radius of three miles of the District; and

WHEREAS, the City Council has considered the Service Plan and all other testimony and evidence presented at the hearing; and

WHEREAS, the City Council finds that the Service Plan should be approved without conditions, as permitted by Sections 32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended, and Section 122-34(a) of the City Code; and

WHEREAS, the City Council further finds that it is in the best interests of the citizens of the City to enter into an Intergovernmental Agreement (the "IGA") with the District for the purpose of assigning the relative rights and responsibilities between the City and the District with respect to certain functions, operations, and obligations of the District; and

WHEREAS, Section 10-12 of the City Charter requires a resolution to authorize the execution of intergovernmental agreements.

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

Section 1. The City Council hereby finds and determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, and Chapter 122 of the City Code relating to the filing of the Service Plan for the District have been fulfilled and that notice of the hearing was given in the time and manner required by law and that City Council has jurisdiction to act on the Service Plan.

Section 2. The City Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard and that evidence satisfactory to the City Council of each of the following was presented:

- a. There is sufficient existing and projected need for organized service in the area to be serviced by the District;
- b. The existing service in the area to be served by the District is inadequate for present and projected needs;
- c. The District are capable of providing economical and sufficient service to the area within their proposed boundaries;
- d. The area to be included in the District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;
- e. Adequate service is not, or will not be, available to the area through the City, Arapahoe County, or other existing municipal or quasi-municipal corporations, including other existing title 32 District, 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 Service Plan is in substantial compliance with the comprehensive plan of the City as adopted pursuant to the City Code;
- h. The proposed Service Plan is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area; and
- i. The creation of the District will be in the best interests of the area proposed to be served.

Section 3. The City Council hereby approves the Service Plan for the District as submitted.

Section 4. The Mayor and the City Clerk are hereby authorized to execute, on behalf of the City, the IGA in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

Section 5. The District shall not be authorized to incur any bonded indebtedness until such time as the District have approved and executed the IGA.

Section 6. This Resolution shall be filed in the records of the City and a certified copy thereof submitted to the petitioners for the District for the purpose of filing in the District Court of Arapahoe County.

Section 7. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Resolution, are hereby rescinded.

RESOLVED AND PASSED this ____ day of _____, 2021.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

 *CMcK*

BRIAN J. RULLA, Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: A Resolution to Approve the Villages at Murphy Creek No. 3 Metropolitan District Service Plan
Item Initiator: Cesarina Dancy, Development Project Manager, Office of Development Assistance
Staff Source/Legal Source: Cesarina Dancy, Development Project Manager, Office of Development Assistance/ Brian Rulla, Assistant City Attorney
Outside Speaker:
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 7/19/2021

Regular Meeting: 8/9/2021

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

- Approve Item as proposed at Study Session Information Only
- Approve Item and Move Forward to Regular Meeting
- Approve Item as proposed at Regular Meeting
- Approve Item with Waiver of Reconsideration
Why is a waiver needed?[Click or tap here to enter text.](#)

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 6/22/2021

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

- Recommends Approval Does Not Recommend Approval
- Forwarded Without Recommendation Recommendation Report Attached
- Minutes Attached Minutes Not Available
-

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

In 2004, the City adopted a model service plan for Title 32 Metropolitan District with the intent that any proposed service plan for a metropolitan district will be compliant with the model. The model service plan provides the following key features:

1. Maximum debt mill levy of 50 mills
2. Maximum term for debt repayment of 40 years,
3. Agreement to impose the Aurora Regional Improvements (ARI) mill levy

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

A Service Plan for the Villages at Murphy Creek Metropolitan District No. 3 has been submitted for the November 2021 election cycle. The proposed district is located Southeast corner of Harvest Road and Yale Avenue (vicinity map attached). The district is to serve a .037 acre (additional 208.588 acres for inclusion area) residential development. The proposed population is 3,712 residents.

The proposed Villages at Murphy Creek No. 3 service plan and IGA attached are in compliance with the model.

QUESTIONS FOR COUNCIL

Does Council wish to move this item forward to the August 9, 2021 Regular Council Meeting?

LEGAL COMMENTS

Section 32-1-204.5(1), C.R.S. provides that no special district shall be organized if its boundaries are wholly contained within the boundaries of a municipality, except upon adoptions of a resolution of approval by the governing body of such municipality.

Chapter 122 of the City Code establishes the procedure by which the proponents of a special district may seek approval for their district from the City. Section 122-32 of the City Code requires that the City Council conduct a public hearing regarding approval of the proposed district and its service plan. Thereafter, the City Council shall adopt a resolution (1) approving the service plan without conditions or modifications; (2) disapproving the service plan; or (3) conditionally approving the service plan subject to the submission of information relating to, or the modification of, the service plan. (City Code Section. 122-35).

Section 122-30(21) further requires that the special district enter into a written agreement with the City. The proposed Intergovernmental Agreement satisfies the requirements set forth therein. As the proposed Agreement is with another governmental entity, a resolution is required to authorize its execution. (City Charter Section 10-12.)

(Rulla)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: Approval of this district will allow the cost of providing infrastructure and certain operating costs to be passed on to the district property owners via metropolitan district taxes and fees. The debt service will be paid by metropolitan district property taxes.

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: Title 32 Metropolitan Districts have the authority to levy a property tax within the boundaries of the District. Approval of these districts will provide a mechanism for the developer to finance infrastructure for new development by recovering the associated costs through metropolitan district taxes.

**SERVICE PLAN
FOR
VILLAGES AT MURPHY CREEK METROPOLITAN DISTRICT NO. 3
CITY OF AURORA, COLORADO**

Prepared
By

McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203

[DATE]

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EXHIBIT A	Legal Descriptions
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.

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 Districts which constitute such ARI Authority, which master plan will change from time to time.

ARI Mill Levy: means the following:

A. For districts with property within their boundaries developed with any residential uses means the mill levy imposed for payment of the costs of the planning, design, permitting,

construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20th) year; and (ii) shall be five (5) mills from the twenty-first (21st) year through the fortieth (40th) year or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs; and (iii) for an additional ten (10) years, the mill levy shall be equal to the average debt service mill levy imposed by such district in the ten (10) years prior to the date of repayment of the debt incurred for Public Improvements other than Regional Improvements; and

B. For districts with property within their boundaries developed solely for commercial uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (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.

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 Villages at Murphy Creek Metropolitan District No. 3.

Districts: means Villages at Murphy Creek Metropolitan District No. 1 and Villages at Murphy Creek Metropolitan District No. 2, Villages at Murphy Creek Metropolitan District No. 3, and Villages at Murphy Creek Metropolitan District No. 4, 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.

Project: means the development or property commonly referred to as Harvest Crossing.

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 Districts.

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately .037 acres and the total area proposed to be included in the Inclusion Area Boundaries is approximately 208.588 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 C2**. 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 208 acres of 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 District at build-out is estimated to be approximately 3,712 people.

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Service Plan Amendment. The District shall have the power and authority to provide the Public Improvements and related operation and maintenance services within and without the boundaries of the District as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

In connection with the performance of all acts or activities hereunder, the District shall not violate any protection clauses of the United States or Colorado State Constitutions. The District shall not discriminate against any person because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability, and further shall insert the foregoing provision in contracts or subcontracts let by the District to accomplish the purposes of this service plan.

1. Operations and Maintenance Limitation. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements to the City or other appropriate jurisdiction or owner's association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The Districts shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto. Any Fee imposed by the Districts for access to such park and recreation improvements shall not result in Non-District Aurora residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the Districts. However, the Districts shall be entitled to impose an administrative Fee as necessary to cover additional expenses associated with Non-District Aurora residents to ensure that such costs are not the responsibility of Districts residents. All such Fees shall be based upon the Districts' determination that such Fees do not exceed reasonable annual market fees for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the Districts shall be open to the general public and Non-District Aurora residents, subject to the rules and regulations of the Districts as adopted from time to time. Trails which are

interconnected with a city or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the Districts.

2. Fire Protection Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction Limitation. Acknowledging that the City has financed public golf courses and desires to coordinate the construction of public golf courses in the City's boundaries, the District shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

5. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of its boundaries any property inside the inclusion area

boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

8. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

9. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Fees used for the purpose of repayment of Debt.

10. Total Debt Issuance Limitation. The District shall not issue Debt in excess of Seventy Million Dollars (\$70,000,000.00).

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 Nos. 1, 2 or 4.

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 Thirty Five Million Dollars (\$35,000,000.00).

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 District will establish a mechanism

whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements.

VI. REGIONAL IMPROVEMENTS

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of participation in the alternatives set forth in Section VI.A, B or C below.

The District shall impose the ARI Mill Levy and shall convey it as follows:

A. If the District has executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the terms of which provide for the City to appoint no less than thirty percent (30%) and no more than forty-nine percent (49%) of the board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

B. If the City and the District have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the District in accordance with such agreement; or

C. If neither Section VI.A nor VI.B above is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under this Section VI and shall not expend such revenue until an intergovernmental agreement is executed between the District establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the Service Plan by the City and neither Section VI.A nor VI.B above have occurred within two (2) years from the date of the approval of the Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the District as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, the District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI. B above. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Section VI.A, B or C set forth above, unless the City has agreed otherwise in writing; provided, however in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. The District shall cease to be obligated to impose, collect and convey to the City the revenue from the ARI Mill Levy described in this Section VI at such time as the area within the District's boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements.

The District shall have the authority to issue Debt for the Regional Improvements, in an amount not to exceed Thirty Five Million Dollars (\$35,000,000.00) pursuant to agreements as described in VI.A, B or C above.

VII. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy and other legally available revenues. The total Debt that the District shall be permitted to issue shall not exceed Seventy Million Dollars (\$70,000,000.00) 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 Fifty Thousand Dollars (\$50,000.00), 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 (\$50,000.00) 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 Descriptions

Initial District Boundaries

EXHIBIT "A"

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE 6th PRINCIPAL MERIDIAN; CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 29, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 29 BEARS SOUTH 89°48'06" EAST, A DISTANCE OF 2654.32 FEET, WITH ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE NORTH 79°28'53" EAST, A DISTANCE OF 544.77 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 00°01'03" WEST, A DISTANCE OF 80.00 FEET;

THENCE NORTH 89°58'57" EAST, A DISTANCE OF 20.00 FEET;

THENCE SOUTH 00°01'03" EAST, A DISTANCE OF 80.00 FEET;

THENCE SOUTH 89°58'57" WEST, A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.037 ACRES, (1,600 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



JAMES E. LYNCH, PLS NO. 37933
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898

Inclusion Area

A PARCEL OF LAND BEING A PORTION OF THE WEST ONE-HALF OF SECTION 29, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 29 AND CONSIDERING THE WEST LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 29 TO BEAR NORTH 00°11'36" WEST WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 00°11'36" EAST, ALONG THE WEST LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 29, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89°35'58" EAST, A DISTANCE OF 1722.18 FEET;

THENCE SOUTH 00°12'25" EAST, A DISTANCE OF 5280.46 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 29;

THENCE SOUTH 89°57'51" WEST, ALONG THE SOUTHERLY LINE OF SAID SECTION 29, A DISTANCE OF 1722.18 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 29;

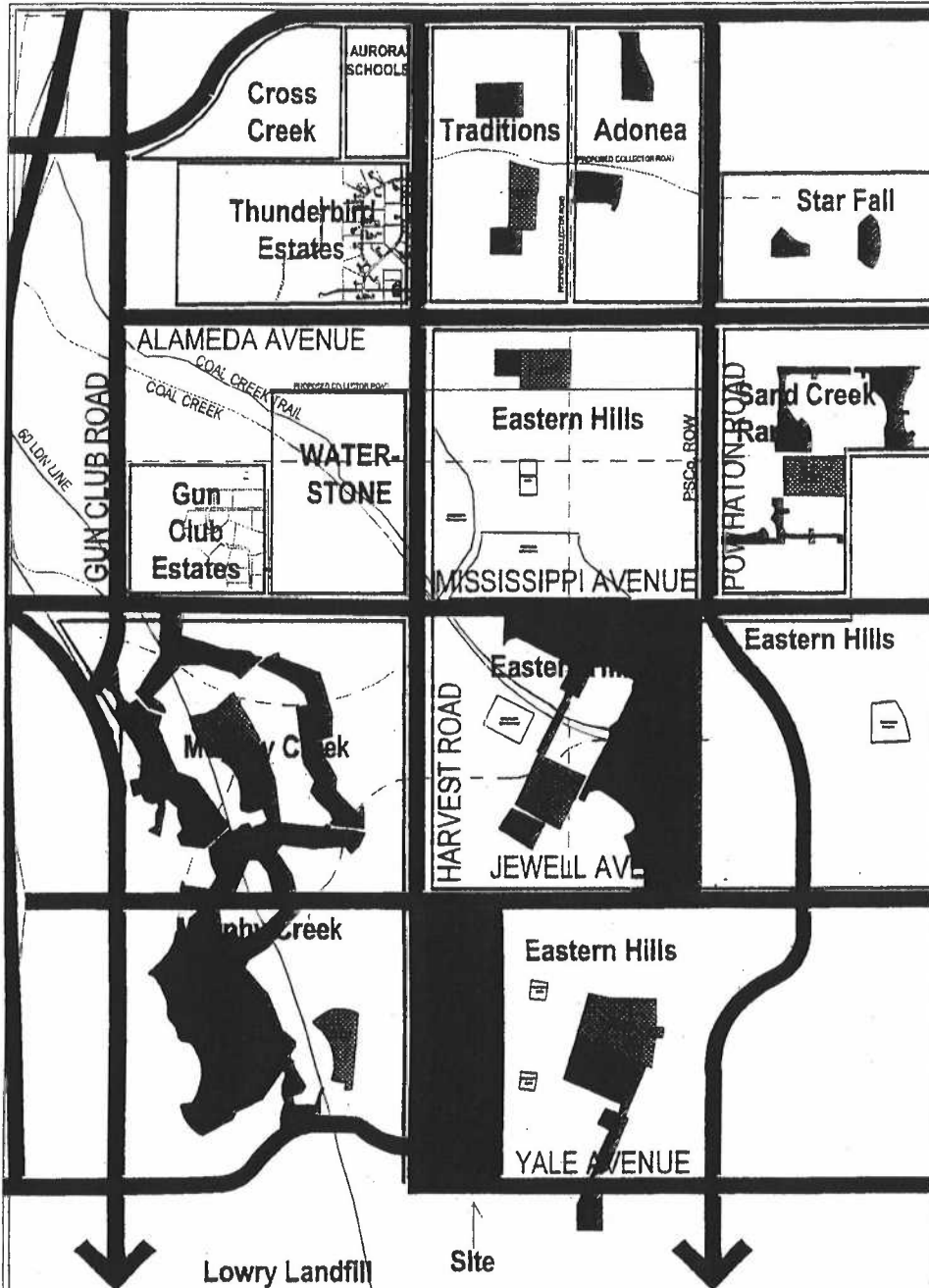
THENCE NORTH 00°13'14" WEST, ALONG THE WEST LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 29, A DISTANCE OF 2648.83 FEET TO THE WEST ONE-QUARTER CORNER OF SAID SECTION 29;

THENCE NORTH 00°11'36" WEST, ALONG THE WEST LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 29, A DISTANCE OF 2620.66 FEET TO THE POINT OF BEGINNING,

CONTAINING A CALCULATED AREA OF 208.588 ACRES, MORE OR LESS.

EXHIBIT B

Aurora Vicinity Map



context
map

fdp pre application - 6.3.05

notes:



submitted by:
villages at
murphy creek, llc.
30 cherry hills farm drive
englewood, co 80110
contact: harvey albert

prepared by:

NORRIS DESIGN
Planning | Landscape Architecture
1101 Bannock Street
Denver, Colorado 80204
P 303.852.1186
F 303.852.1186
www.norris-design.com
contact: brad haigh

VILLAGES @ MURPHY CREEK
aurora, colorado

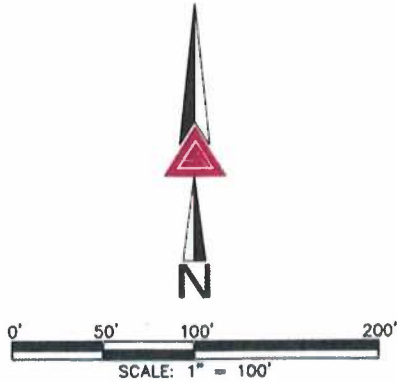
EXHIBIT C-1

Initial District Boundary Map

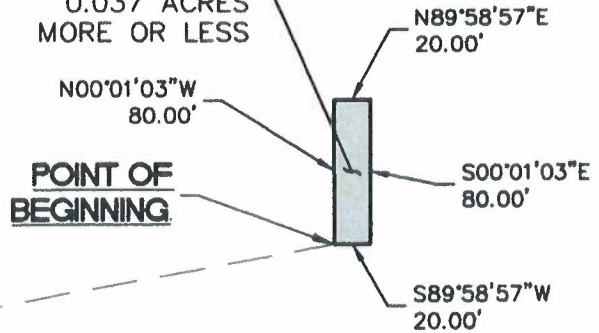
ILLUSTRATION TO EXHIBIT A

SW 1/4 SEC. 29,
T.4S., R.65W., SIXTH P.M.

HARVEST & JEWELL LLC
REC.# B8090223



PARCEL CONTAINS
1,600 (SQ.FT.)
0.037 ACRES
MORE OR LESS



(BASIS OF BEARINGS)
SOUTH LINE OF SW 1/4 SEC. 29
S89°48'06"E 2654.32'

POINT OF COMMENCEMENT

SW COR., SEC 29
T4S, R65W, 6TH P.M.
FOUND 1-1/2" ALUMINUM CAP
IN 2-1/2" PIPE-ILLEGIBLE

SOUTH 1/4 COR., SEC. 29
T4S, R65W, 6TH P.M.
FOUND NO. 6 REBAR WITH 3-1/2"
ALUMINUM CAP STAMPED "LS 27609"

NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q:\DWG\EXHIBITS\
DWG NAME: DP 2.DWG
DWG: JEL CHK: JRW
DATE: 5/14/2021
SCALE: 1"=100'



300 East Mineral Ave,
Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

PARCEL EXHIBIT

SW 1/4, SEC. 29, T4S, R65W, 6TH P.M.
AURORA, COLORADO

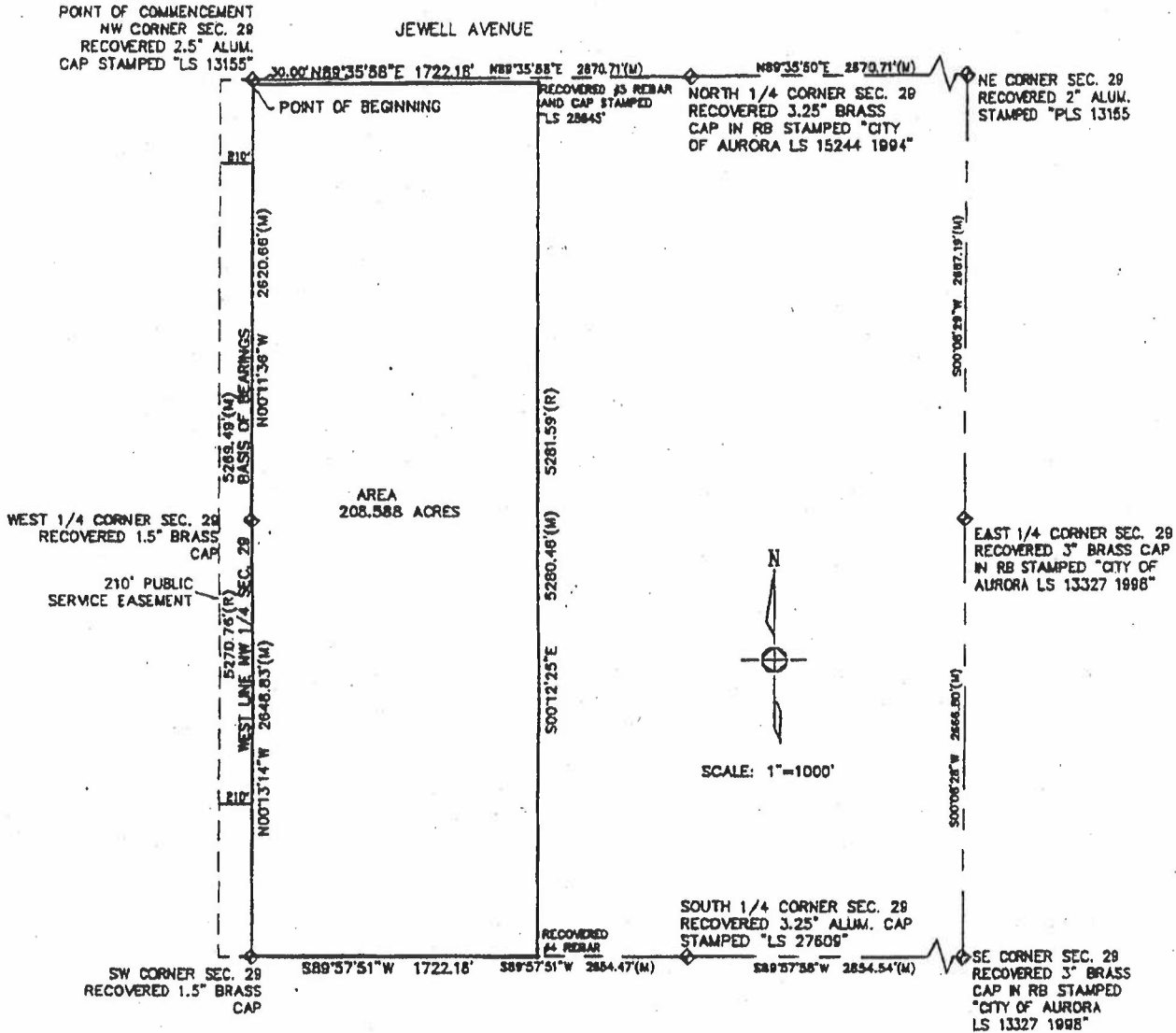
JOB NUMBER 169021-01

2 OF 2 SHEETS

EXHIBIT C-2

Inclusion Area Boundary Map

EXHIBIT
SHEET 1 OF 1



THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



Carroll & Lange INC
Professional Engineers & Land Surveyors
165 South Union Blvd., Suite 156
Lakewood, Colorado 80228
(303) 680-0200

EXHIBIT D

Intergovernmental Agreement between the District and Aurora

[MULTIPLE DISTRICT MULTIPLE SERVICE PLAN]

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF AURORA, COLORADO

AND

VILLAGES AT MURPHY CREEK METROPOLITAN DISTRICT NO. 3

THIS AGREEMENT is made and entered into as of this ____ day of _____, _____, by and between the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado (“City”), and VILLAGES AT MURPHY CREEK METROPOLITAN DISTRICT NO. 3, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”). The City and the District are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Service Plan approved by the City on _____ (“Service Plan”); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the City and the District, as required by the Aurora City Code; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement (“Agreement”).

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. **Operations and Maintenance.** The Districts shall dedicate the Public Improvements (as defined in the Service Plan) to the City or other appropriate jurisdiction or owner’s association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The Districts shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto.

Any Fee imposed by the District for access to such park and recreation improvements shall not result in Non-District City residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the District. However, the District shall be entitled to impose an administrative fee as necessary to cover additional expenses associated with Non-District City residents to ensure that such costs are not the responsibility of District residents. All such Fees shall be based upon the District's determination that such Fees do not exceed reasonable annual market fee for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the Districts shall be open to the general public and Non-District City residents, subject to the rules and regulations of the Districts as adopted from time to time. Trails which are interconnected with a city or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the Districts.

2. Fire Protection. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction. The District shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

5. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction and of those special districts that qualify as "interested parties" under Section 32-1-204(1), C.R.S., as applicable. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-

exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

8. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not any time exceed the Maximum Debt Mill Levy of the Districts.

9. Initial Debt. On or before the effective date of approval by the City of an Approved Development Plan (as defined in the Service Plan), the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any fees used for the purpose of repayment of Debt.

10. Total Debt Issuance. The Districts shall not issue Debt in excess of Seventy Million Dollars (\$70,000,000.00).

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 Nos. 1, 2 or 4.

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:

a. For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 of the Service Plan; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

b. For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject

to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

c. For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 of the Service Plan, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

23. Maximum Debt Mill Levy Imposition Term. The District shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI of the Service Plan. Other than the ARI Mill Levy, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

24. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District: Villages at Murphy Creek Metropolitan District
No. 3
c/o McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203
Attn: Paula Williams
Phone: 303-592-4380
Fax: 303-592-4385

To the City: City of Aurora
15151 E. Alameda Pkwy., 5th Floor
Aurora, CO 80012
Attn: Daniel L. Brotzman, City Attorney
Phone: (303) 739-7030
Fax: (303) 739-7042

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

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.

VILLAGES AT MURPHY CREEK
METROPOLITAN DISTRICT NO. 3

By: _____
President

Attest:

Secretary

CITY OF AURORA, COLORADO

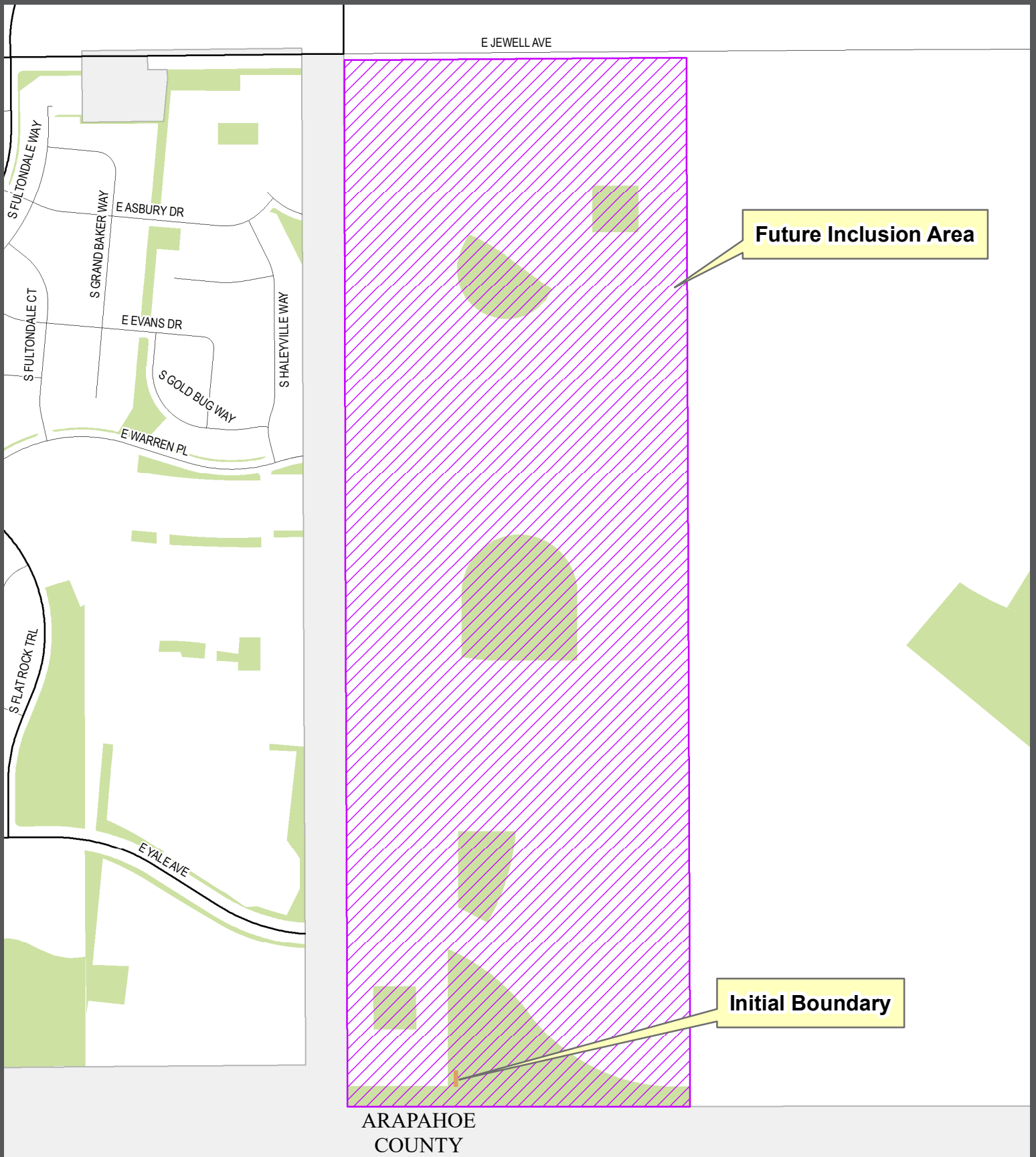
By: _____
MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

BRIAN J. RULLA, Assistant City
Attorney



ARAPAHOE
COUNTY

Planning & Development Services

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

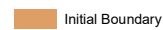
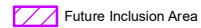
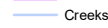
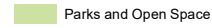
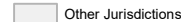
City of Aurora, Colorado

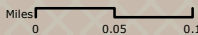
Villages at Murphy Creek
Metropolitan District No. 3

June 11, 2021



Legend

-  Initial Boundary
-  Future Inclusion Area
-  Creeks
-  Parks and Open Space
-  Other Jurisdictions





June 25, 2021

VIA EMAIL

Cesarina Dancy
Development Project Coordinator
City of Aurora
Office of Development Assistance
15151 E. Alameda Pkwy., Suite 5200
Aurora, CO 80012-1553

Re: Amended Transmittal of Service Plan for Villages at Murphy Creek Metropolitan District
Nos. 3 and 4

Dear Ms. Dancy:

Please be advised as follows relative to the attached Service Plan:

1. The names of the proposed Districts are Villages at Murphy Creek Metropolitan District No. 3 (“**District No. 3**”) and Villages at Murphy Creek Metropolitan District No. 4 (“**District No. 4**” and with District No. 3, the “**Districts**”). Please note that Villages at Murphy Creek Metropolitan District No. 1 (“**District No. 1**”) and Villages at Murphy Creek Metropolitan District No. 2 (“**District No. 2**”) were formed in July, 2006 to serve the Development (defined below). Since District No. 1 and District No. 2 are already existing and the proposed District No. 3 and District No. 4 are being added to also serve the Development, we determined to retain the original names. However, we understand that this may be causing some confusion. The Development does not currently have any developed property within its intended boundaries and is NOT the same property within the existing Murphy Creek development. The existing Murphy Creek development is on **west** side of Harvest Road. The Development subject to the proposed Districts is on the **east** side of Harvest Road and is being developed by a different developer. The Development is known as “Harvest Crossing” and will have its own separate recreational amenities for use of its residents and taxpayers. It is not intended that residents or taxpayers of the proposed Districts will utilize recreational facilities within the existing Murphy Creek development and the Districts will specifically disclose in the Disclosure to Purchasers mandated by Article X of the Service Plan that the Development will have recreational facilities paid for or owned by the Districts and that recreational facilities in surrounding developments, including the existing Murphy Creek development, may not be available for use by residents or taxpayers within the Districts. The applicant understands that there may be some confusion resulting from the use of the name “Murphy Creek” in the names of the proposed Districts. The applicant would be in favor of changing the name of the Districts to “Harvest Crossing Metropolitan District Nos. 3 and 4” and also process a name change for the existing District No. 1 and District No. 2 to avoid future confusion of both the public and others with the existing Murphy Creek

development. Please advise if the City supports the name change and we will update the proposed Service Plans accordingly.

2. Contact Information:

(a) District's Counsel:

Paula J. Williams
McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203
Phone: (303) 592-4380
Fax: (303) 592-4385
Email: pwilliams@specialdistrictlaw.com

(b) Owner:

Harvest & Jewell, LLC
7800 E. Union Ave., Suite 420
Denver, CO 80237

(c) Petitioner/Developer:

Centre Communities, LTD.
Attn: Daniel Frank
7400 E. Orchard Rd. #290-S
Greenwood Village, CO 80111
Phone: (303) 573-0066 ext. 302
Email: dfrank@centregroup.com

3. The proposed service plans are for two districts that will serve the Harvest Crossing development (the "Development").

4. The proposed service plans are based on the Multiple District Multiple Service Plan Model. The Districts will serve the Harvest Crossing Development.

5. The Development is residential. There is currently no developed property within the Development.

6. The Harvest Crossing Development is within the FDP for the Villages at Murphy Creek. Pursuant to the FDP the development is planned for up to 1040 residential units and commercial development. A second submittal has been made for final plat of Harvest Crossing Filing No. 1 to subdivide approximately 40 acres within the Harvest Crossing Development into approximately 140 single family lots.

7. The Districts are needed to finance the public improvements to serve the Development of the Harvest Crossing project. In addition, to further efficiencies it is contemplated that the Districts will serve in lieu of an Owners Association, which will reduce fees payable by the homeowners.

8. The proposed service plans are an exact copy of the appropriate Aurora Model Service Plan and any and all changes from the Model are clearly identified in the redline version which has been submitted electronically.

9. The debt limits reported in Sections V(A)(10) (Total Debt Issuance Limitation) and VII(A) (Financial Plan – General) do include any debt associated with regional improvements as described in the last sentence of Section VI(C).

10. Not applicable. No special requests.

11. Please be advised of the following financial data relative to the service plan:

Name of Metro District	Public Improvements	Debt Limit	Debt Limit Includes ARI? Yes or No	ARI Debt Limit	Total Debt Capacity	Organizing & Operating Reimbursement	1 st Year Operating & Maintenance
(Location in Service Plan)	V(B)	V(A)(10)	From transmittal letter	VI(C)	Calculate	VII(D)	VII(I)
Villages at Murphy Creek Metropolitan District No. 3	\$35,000,000	\$70,000,000	No	\$35,000,000	\$105,000,000	\$50,000	\$50,000
Villages at Murphy Creek Metropolitan District No. 4	\$35,000,000	\$70,000,000	No	\$35,000,000	\$105,000,000	\$50,000	\$50,000

12. A check for the application fee in the amount of \$4,735 has been sent to your attention under separate cover.

Should you have any questions or need any further information to process this service plan, please do not hesitate to contact me.

Very truly yours,
 MCGEADY BECHER P.C.

Paula J. Williams
 Paula J. Williams

cc: Daniel Frank (via email)

RESOLUTION NO. R2021-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO,
APPROVING THE SERVICE PLAN FOR THE VILLAGES AT MURPHY CREEK
METROPOLITAN DISTRICT NO. 3 AND AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA
COLORADO AND THE DISTRICT

WHEREAS, pursuant to Section 32-1-204.5, C.R.S., as amended, and Section 122-29 of the City Code, a Service Plan (the "Service Plan") for the Villages at Murphy Creek Metropolitan District No. 3 (the "District") has been submitted to the City Council (the "City Council") of the City of Aurora, Colorado (the "City"); and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, and Chapter 122 of the City Code, the City Council is to hold a public hearing on the Service Plan for the District; and

WHEREAS, notice of the hearing before the City Council was duly published in the *Aurora Sentinel*, a newspaper of general circulation within the City, as required by law, and mailed to all interested persons, the Division of Local Government, and the governing body of each municipality and title 32 district that has levied an ad valorem tax within the next preceding tax year and that has boundaries within a radius of three miles of the District; and

WHEREAS, the City Council has considered the Service Plan and all other testimony and evidence presented at the hearing; and

WHEREAS, the City Council finds that the Service Plan should be approved without conditions, as permitted by Sections 32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended, and Section 122-34(a) of the City Code; and

WHEREAS, the City Council further finds that it is in the best interests of the citizens of the City to enter into an Intergovernmental Agreement (the "IGA") with the District for the purpose of assigning the relative rights and responsibilities between the City and the District with respect to certain functions, operations, and obligations of the District; and

WHEREAS, Section 10-12 of the City Charter requires a resolution to authorize the execution of intergovernmental agreements.

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

Section 1. The City Council hereby finds and determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, and Chapter 122 of the City Code relating to the filing of the Service Plan for the District have been fulfilled and that notice of the hearing was given in the time and manner required by law and that City Council has jurisdiction to act on the Service Plan.

Section 2. The City Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard and that evidence satisfactory to the City Council of each of the following was presented:

- a. There is sufficient existing and projected need for organized service in the area to be serviced by the District;
- b. The existing service in the area to be served by the District is inadequate for present and projected needs;
- c. The District are capable of providing economical and sufficient service to the area within their proposed boundaries;
- d. The area to be included in the District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;
- e. Adequate service is not, or will not be, available to the area through the City, Arapahoe County, or other existing municipal or quasi-municipal corporations, including other existing title 32 District, 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 Service Plan is in substantial compliance with the comprehensive plan of the City as adopted pursuant to the City Code;
- h. The proposed Service Plan is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area; and
- i. The creation of the District will be in the best interests of the area proposed to be served.

Section 3. The City Council hereby approves the Service Plan for the District as submitted.

Section 4. The Mayor and the City Clerk are hereby authorized to execute, on behalf of the City, the IGA in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

Section 5. The District shall not be authorized to incur any bonded indebtedness until such time as the District have approved and executed the IGA.

Section 6. This Resolution shall be filed in the records of the City and a certified copy thereof submitted to the petitioners for the District for the purpose of filing in the District Court of Arapahoe County.

Section 7. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Resolution, are hereby rescinded.

RESOLVED AND PASSED this ____ day of _____, 2021.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

C McK



BRIAN J. RULLA, Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: A Resolution to Approve the Villages at Murphy Creek No. 4 Metropolitan District Service Plan
Item Initiator: Cesarina Dancy, Development Project Manager, Office of Development Assistance
Staff Source/Legal Source: Cesarina Dancy, Development Project Manager, Office of Development Assistance/ Brian Rulla, Assistant City Attorney
Outside Speaker:
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 7/19/2021

Regular Meeting: 8/9/2021

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

- Approve Item as proposed at Study Session Information Only
- Approve Item and Move Forward to Regular Meeting
- Approve Item as proposed at Regular Meeting
- Approve Item with Waiver of Reconsideration
Why is a waiver needed?[Click or tap here to enter text.](#)

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 6/22/2021

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

- Recommends Approval Does Not Recommend Approval
- Forwarded Without Recommendation Recommendation Report Attached
- Minutes Attached Minutes Not Available
-

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

In 2004, the City adopted a model service plan for Title 32 Metropolitan District with the intent that any proposed service plan for a metropolitan district will be compliant with the model. The model service plan provides the following key features:

1. Maximum debt mill levy of 50 mills
2. Maximum term for debt repayment of 40 years,
3. Agreement to impose the Aurora Regional Improvements (ARI) mill levy

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

A Service Plan for the Villages at Murphy Creek No. 4 Metropolitan District has been submitted for the November 2021 election cycle. The proposed district is located Southeast corner of Harvest Road and Yale Avenue (vicinity map attached). The district is to serve a .037 acre (additional 208.588 acres for inclusion area) residential development. The projected population is 3,712 residents.

The proposed Villages at Murphy Creek Metropolitan Districts No. 4 service plan and IGA attached are in compliance with the model.

QUESTIONS FOR COUNCIL

Does Council wish to move this item forward to the August 9, 2021 Regular Council Meeting?

LEGAL COMMENTS

Section 32-1-204.5(1), C.R.S. provides that no special district shall be organized if its boundaries are wholly contained within the boundaries of a municipality, except upon adoptions of a resolution of approval by the governing body of such municipality.

Chapter 122 of the City Code establishes the procedure by which the proponents of a special district may seek approval for their district from the City. Section 122-32 of the City Code requires that the City Council conduct a public hearing regarding approval of the proposed district and its service plan. Thereafter, the City Council shall adopt a resolution (1) approving the service plan without conditions or modifications; (2) disapproving the service plan; or (3) conditionally approving the service plan subject to the submission of information relating to, or the modification of, the service plan. (City Code Section. 122-35).

Section 122-30(21) further requires that the special district enter into a written agreement with the City. The proposed Intergovernmental Agreement satisfies the requirements set forth therein. As the proposed Agreement is with another governmental entity, a resolution is required to authorize its execution. (City Charter Section 10-12.)

(Rulla)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: Approval of this district will allow the cost of providing infrastructure and certain operating costs to be passed on to the district property owners via metropolitan district taxes and fees. The debt service will be paid by metropolitan district property taxes.

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: Title 32 Metropolitan Districts have the authority to levy a property tax within the boundaries of the District. Approval of these districts will provide a mechanism for the developer to finance infrastructure for new development by recovering the associated costs through metropolitan district taxes.

**SERVICE PLAN
FOR
VILLAGES AT MURPHY CREEK METROPOLITAN DISTRICT NO. 4
CITY OF AURORA, COLORADO**

Prepared
By

McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203

[DATE]

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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.

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 Districts which constitute such ARI Authority, which master plan will change from time to time.

ARI Mill Levy: means the following:

A. For districts with property within their boundaries developed with any residential uses means the mill levy imposed for payment of the costs of the planning, design, permitting,

construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20th) year; and (ii) shall be five (5) mills from the twenty-first (21st) year through the fortieth (40th) year or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs; and (iii) for an additional ten (10) years, the mill levy shall be equal to the average debt service mill levy imposed by such district in the ten (10) years prior to the date of repayment of the debt incurred for Public Improvements other than Regional Improvements; and

B. For districts with property within their boundaries developed solely for commercial uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (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.

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 Villages at Murphy Creek Metropolitan District No. 4.

Districts: means Villages at Murphy Creek Metropolitan District No. 1 and Villages at Murphy Creek Metropolitan District No. 2, Villages at Murphy Creek Metropolitan District No. 3, and Villages at Murphy Creek Metropolitan District No. 4, 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.

Project: means the development or property commonly referred to as Harvest Crossing.

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 Districts.

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately .037 acres and the total area proposed to be included in the Inclusion Area Boundaries is approximately 208.588 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 C2**. 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 208 acres of 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 District at build-out is estimated to be approximately 3,712 people.

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Service Plan Amendment. The District shall have the power and authority to provide the Public Improvements and related operation and maintenance services within and without the boundaries of the District as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

In connection with the performance of all acts or activities hereunder, the District shall not violate any protection clauses of the United States or Colorado State Constitutions. The District shall not discriminate against any person because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability, and further shall insert the foregoing provision in contracts or subcontracts let by the District to accomplish the purposes of this service plan.

1. Operations and Maintenance Limitation. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements to the City or other appropriate jurisdiction or owner's association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The Districts shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto. Any Fee imposed by the Districts for access to such park and recreation improvements shall not result in Non-District Aurora residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the Districts. However, the Districts shall be entitled to impose an administrative Fee as necessary to cover additional expenses associated with Non-District Aurora residents to ensure that such costs are not the responsibility of Districts residents. All such Fees shall be based upon the Districts' determination that such Fees do not exceed reasonable annual market fees for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the Districts shall be open to the general public and Non-District Aurora residents, subject to the rules and regulations of the Districts as adopted from time to time. Trails which are

interconnected with a city or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the Districts.

2. Fire Protection Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction Limitation. Acknowledging that the City has financed public golf courses and desires to coordinate the construction of public golf courses in the City's boundaries, the District shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

5. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of its boundaries any property inside the inclusion area

boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

8. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

9. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Fees used for the purpose of repayment of Debt.

10. Total Debt Issuance Limitation. The District shall not issue Debt in excess of Seventy Million Dollars (\$70,000,000.00).

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 Nos. 1, 2 or 3.

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 Thirty Five Million Dollars (\$35,000,000.00).

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 District will establish a mechanism

whereby any one or more of the Districts may separately or cooperatively fund, construct, install and operate the improvements.

VI. REGIONAL IMPROVEMENTS

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of participation in the alternatives set forth in Section VI.A, B or C below.

The District shall impose the ARI Mill Levy and shall convey it as follows:

A. If the District has executed an ARI Authority Establishment Agreement and the City has been offered the opportunity to execute an ARI Authority Establishment Agreement, the terms of which provide for the City to appoint no less than thirty percent (30%) and no more than forty-nine percent (49%) of the board members who will serve as the board of directors of the ARI Authority to be established by such ARI Authority Establishment Agreement, regardless as to whether the City approves the execution of such ARI Authority Establishment Agreement, the revenue from the ARI Mill Levy shall be conveyed to the ARI Authority for the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements in the ARI Master Plan and for the operations of such ARI Authority; or

B. If the City and the District have executed an intergovernmental agreement then the revenue from the ARI Mill Levy shall be conveyed to the City for use in planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users and taxpayers of the District in accordance with such agreement; or

C. If neither Section VI.A nor VI.B above is applicable then the revenue shall be conveyed to the City and (i) the City shall place in a special account all revenues received from the ARI Mill Levy imposed in the Service Area under this Section VI and shall not expend such revenue until an intergovernmental agreement is executed between the District establishing the terms and conditions for the provision of the Regional Improvements; and (ii) if the intergovernmental agreement is not executed within two (2) years from the date of the approval of the Service Plan by the City and neither Section VI.A nor VI.B above have occurred within two (2) years from the date of the approval of the Service Plan by the City, then the revenue from the ARI Mill Levy shall be conveyed to the City for use by the City in the planning, designing, constructing, installing, acquiring, relocating, redeveloping or financing of the Regional Improvements which benefit the service users or taxpayers of the District as prioritized and determined by the City.

As set forth in the definition of the ARI Mill Levy, the District may, pursuant to any intergovernmental agreement with the City, extend the terms for application of the ARI Mill Levy beyond the years set forth in Sections VI.A and VI. B above. The Maximum Mill Levy Imposition Term shall include the terms and any extension of such terms, as set forth in Sections A, B and C of the definition of the ARI Mill Levy.

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Section VI.A, B or C set forth above, unless the City has agreed otherwise in writing; provided, however in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related improvements. The District shall cease to be obligated to impose, collect and convey to the City the revenue from the ARI Mill Levy described in this Section VI at such time as the area within the District's boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements.

The District shall have the authority to issue Debt for the Regional Improvements, in an amount not to exceed Thirty Five Million Dollars (\$35,000,000.00) pursuant to agreements as described in VI.A, B or C above.

VII. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy and other legally available revenues. The total Debt that the District shall be permitted to issue shall not exceed Seventy Million Dollars (\$70,000,000.00) 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 Fifty Thousand Dollars (\$50,000.00), 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 (\$50,000.00) 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 Descriptions

Initial District Boundaries

EXHIBIT "A"

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE 6th PRINCIPAL MERIDIAN; CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 29, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 29 BEARS SOUTH 89°48'06" EAST, A DISTANCE OF 2654.32 FEET, WITH ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE NORTH 79°05'01" EAST, A DISTANCE OF 525.12 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 00°01'03" WEST, A DISTANCE OF 80.00 FEET;

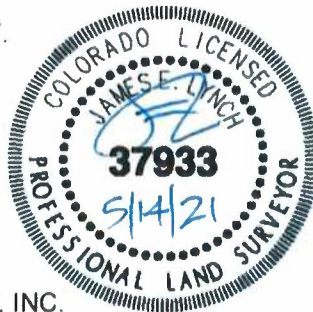
THENCE NORTH 89°58'57" EAST, A DISTANCE OF 20.00 FEET;

THENCE SOUTH 00°01'03" EAST, A DISTANCE OF 80.00 FEET;

THENCE SOUTH 89°58'57" WEST, A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.037 ACRES, (1,600 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



JAMES E. LYNCH, PLS NO. 37933
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898

Inclusion Area

A PARCEL OF LAND BEING A PORTION OF THE WEST ONE-HALF OF SECTION 29, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 29 AND CONSIDERING THE WEST LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 29 TO BEAR NORTH 00°11'36" WEST WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 00°11'36" EAST, ALONG THE WEST LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 29, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89°35'58" EAST, A DISTANCE OF 1722.18 FEET;

THENCE SOUTH 00°12'25" EAST, A DISTANCE OF 5280.46 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 29;

THENCE SOUTH 89°57'51" WEST, ALONG THE SOUTHERLY LINE OF SAID SECTION 29, A DISTANCE OF 1722.18 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 29;

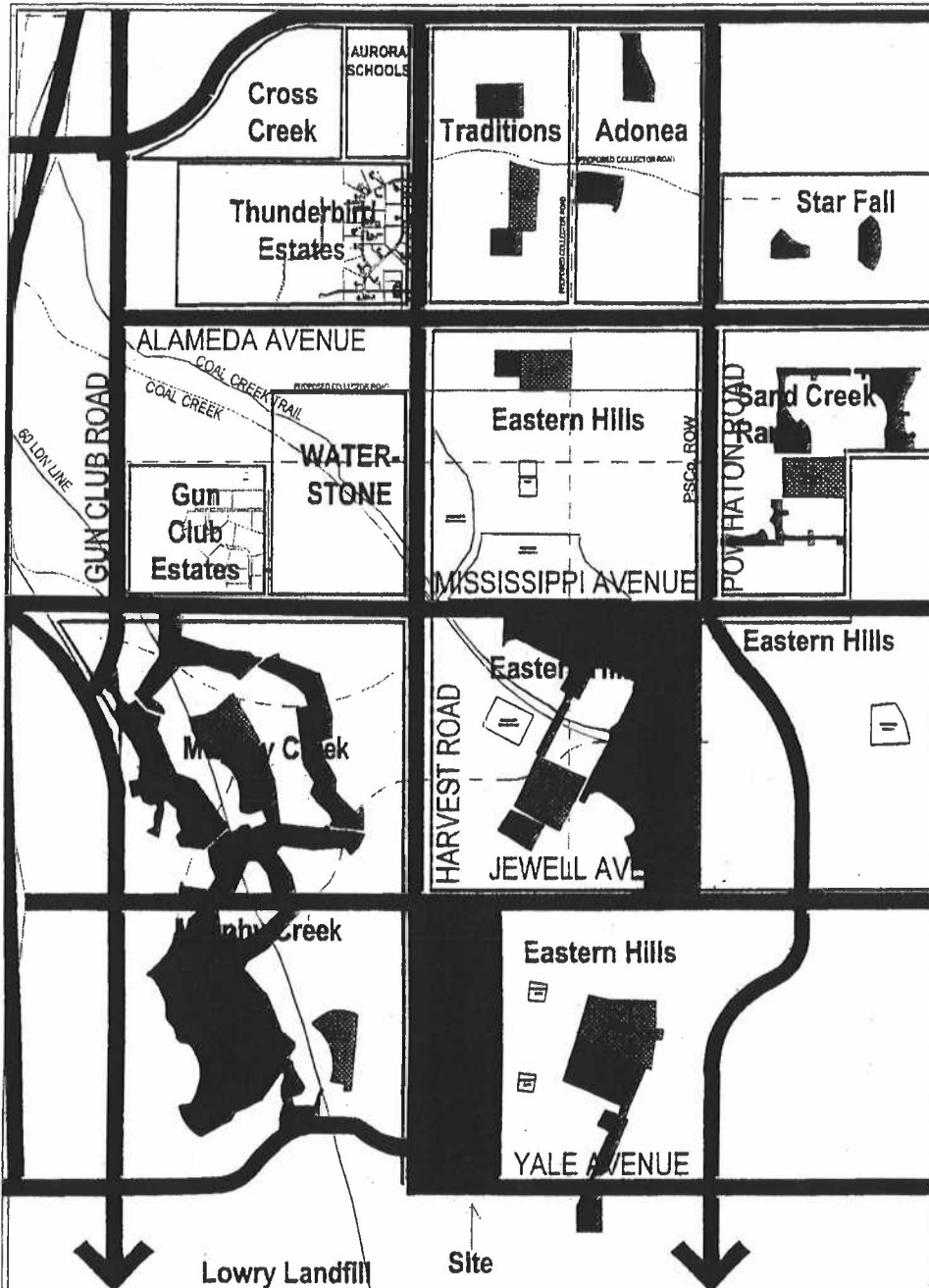
THENCE NORTH 00°13'14" WEST, ALONG THE WEST LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 29, A DISTANCE OF 2648.83 FEET TO THE WEST ONE-QUARTER CORNER OF SAID SECTION 29;

THENCE NORTH 00°11'36" WEST, ALONG THE WEST LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 29, A DISTANCE OF 2620.66 FEET TO THE POINT OF BEGINNING,

CONTAINING A CALCULATED AREA OF 208.588 ACRES, MORE OR LESS.

EXHIBIT B

Aurora Vicinity Map




context
map

fdp pre application - 6.3.05

notes:



submitted by:
villages at
murphy creek, llc.
30 cherry hills farm drive
englewood, co 80110
contact: harvey alpert

prepared by:

NORRIS DESIGN
Planning | Landscape Architecture
1101 Bannock Street
Denver, Colorado 80204
P 303.892.1186
F 303.892.1186
www.norris-design.com
contact: brad holgh

VILLAGES @ MURPHY CREEK
aurora, colorado

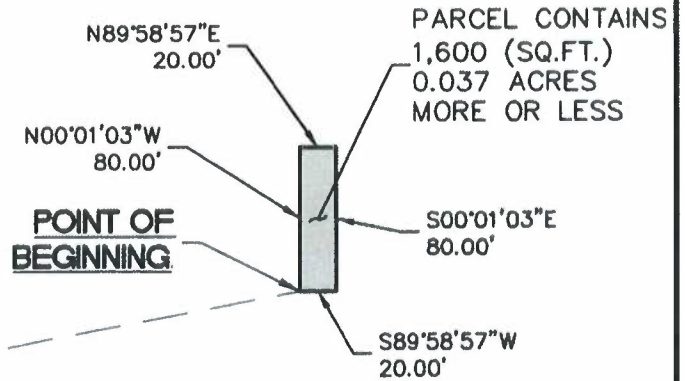
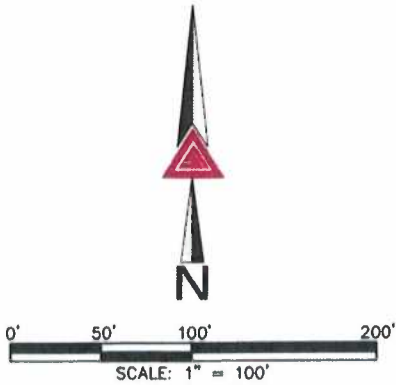
EXHIBIT C-1

Initial District Boundary Map

ILLUSTRATION TO EXHIBIT A

SW 1/4 SEC. 29,
T.4S., R.65W., SIXTH P.M.

HARVEST & JEWELL LLC
REC.# B8090223



(BASIS OF BEARINGS)
SOUTH LINE OF SW 1/4 SEC. 29
S89°48'06"E 2654.32'

POINT OF COMMENCEMENT
SW COR., SEC 29
T4S, R65W, 6TH P.M.
FOUND 1-1/2" ALUMINUM CAP
IN 2-1/2" PIPE-ILLEGIBLE

SOUTH 1/4 COR., SEC. 29
T4S, R65W, 6TH P.M.
FOUND NO. 6 REBAR WITH 3-1/2"
ALUMINUM CAP STAMPED "LS 27609"

NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q:\DWG\EXHIBITS\
DWG NAME: DP 1.DWG
DWG: JEL CHK: JRW
DATE: 5/14/2021
SCALE: 1"=100'



390 East Mineral Ave.
Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

PARCEL EXHIBIT
SW 1/4, SEC. 29, T4S, R65W, 6TH P.M.
AURORA, COLORADO

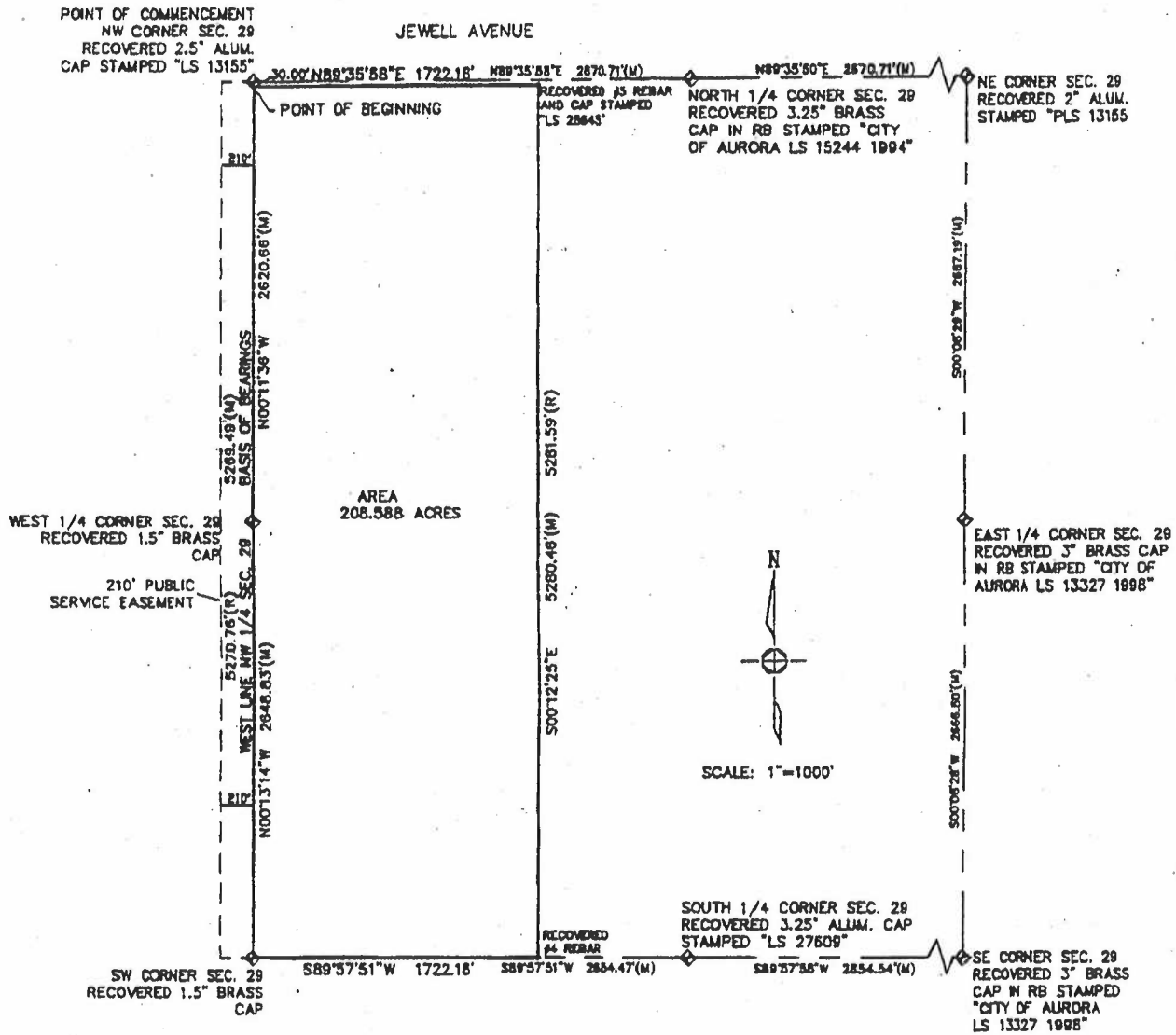
JOB NUMBER 169021-01

2 OF 2 SHEETS

EXHIBIT C-2

Inclusion Area Boundary Map

EXHIBIT
SHEET 1 OF 1



THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



Carroll & Lange PC
Professional Engineers & Land Surveyors
165 South Union Blvd., Suite 156
Lakewood, Colorado 80228
(303) 980-0200

EXHIBIT D

Intergovernmental Agreement between the District and Aurora

[MULTIPLE DISTRICT MULTIPLE SERVICE PLAN]

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF AURORA, COLORADO

AND

VILLAGES AT MURPHY CREEK METROPOLITAN DISTRICT NO. 4

THIS AGREEMENT is made and entered into as of this ____ day of _____, _____, by and between the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado (“City”), and VILLAGES AT MURPHY CREEK METROPOLITAN DISTRICT NO. 4, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”). The City and the District are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Service Plan approved by the City on _____ (“Service Plan”); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the City and the District, as required by the Aurora City Code; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement (“Agreement”).

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. **Operations and Maintenance.** The Districts shall dedicate the Public Improvements (as defined in the Service Plan) to the City or other appropriate jurisdiction or owner’s association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The Districts shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto.

Any Fee imposed by the District for access to such park and recreation improvements shall not result in Non-District City residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the District. However, the District shall be entitled to impose an administrative fee as necessary to cover additional expenses associated with Non-District City residents to ensure that such costs are not the responsibility of District residents. All such Fees shall be based upon the District's determination that such Fees do not exceed reasonable annual market fee for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the Districts shall be open to the general public and Non-District City residents, subject to the rules and regulations of the Districts as adopted from time to time. Trails which are interconnected with a city or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the Districts.

2. Fire Protection. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction. The District shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

5. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction and of those special districts that qualify as "interested parties" under Section 32-1-204(1), C.R.S., as applicable. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-

exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City. The Districts shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

8. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not any time exceed the Maximum Debt Mill Levy of the Districts.

9. Initial Debt. On or before the effective date of approval by the City of an Approved Development Plan (as defined in the Service Plan), the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any fees used for the purpose of repayment of Debt.

10. Total Debt Issuance. The Districts shall not issue Debt in excess of Seventy Million Dollars (\$70,000,000.00).

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 Nos. 1, 2 or 3.

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:

a. For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 of the Service Plan; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

b. For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject

to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

c. For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 of the Service Plan, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

23. Maximum Debt Mill Levy Imposition Term. The District shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI of the Service Plan. Other than the ARI Mill Levy, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

24. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District: Villages at Murphy Creek Metropolitan District
No. 4
c/o McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203
Attn: Paula Williams
Phone: 303-592-4380
Fax: 303-592-4385

To the City: City of Aurora
15151 E. Alameda Pkwy., 5th Floor
Aurora, CO 80012
Attn: Daniel L. Brotzman, City Attorney
Phone: (303) 739-7030
Fax: (303) 739-7042

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

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.

VILLAGES AT MURPHY CREEK
METROPOLITAN DISTRICT NO. 4

By: _____
President

Attest:

Secretary

CITY OF AURORA, COLORADO

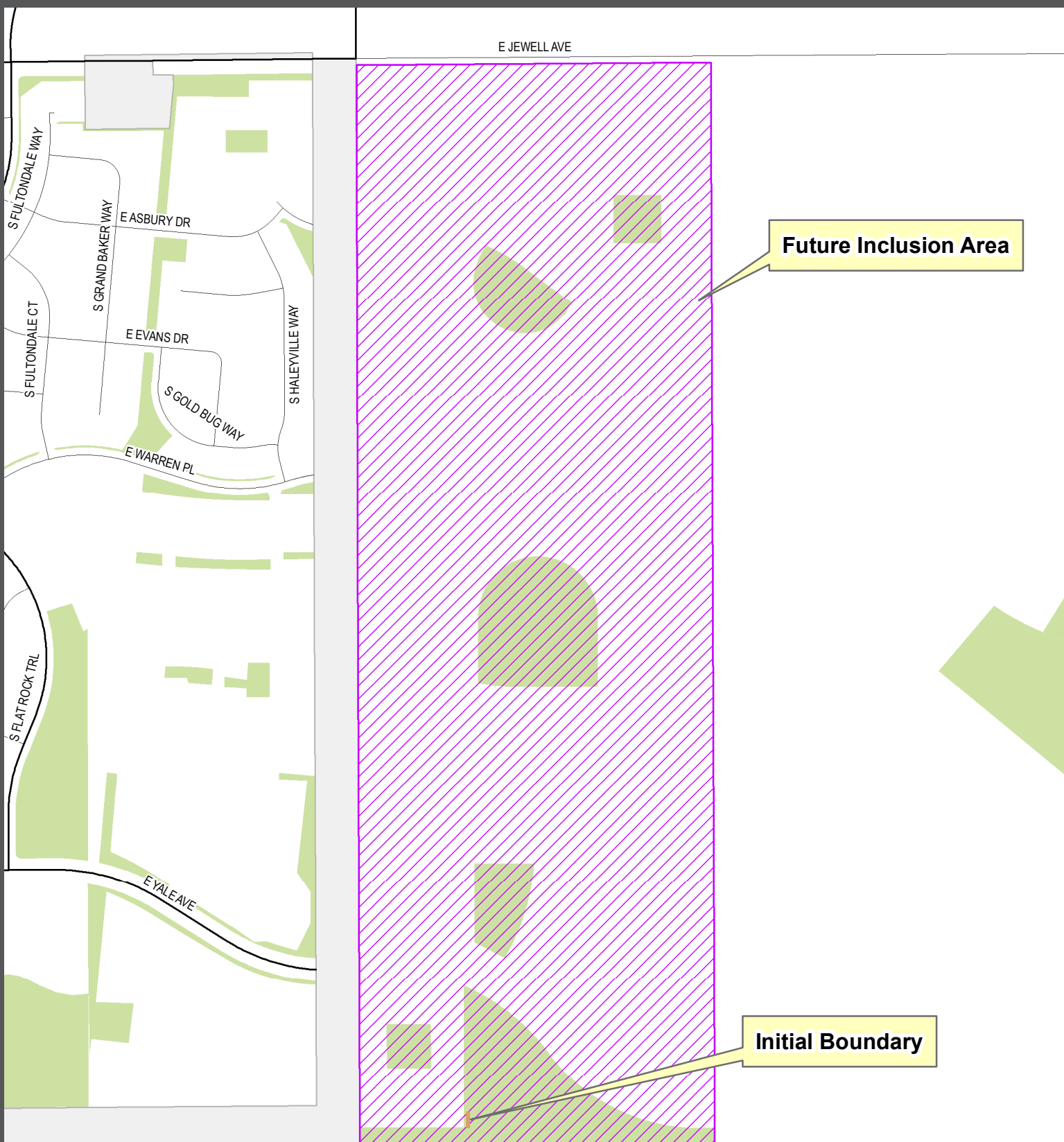
By: _____
MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

BRIAN J. RULLA, Assistant City
Attorney



Future Inclusion Area

Initial Boundary

ARAPAHOE
COUNTY

Planning & Development Services

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org


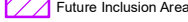

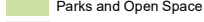

City of Aurora, Colorado

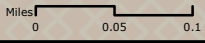
Villages at Murphy Creek
Metropolitan District No. 4

June 11, 2021



Legend

-  Initial Boundary
-  Future Inclusion Area
-  Creeks
-  Parks and Open Space
-  Other Jurisdictions





June 25, 2021

VIA EMAIL

Cesarina Dancy
Development Project Coordinator
City of Aurora
Office of Development Assistance
15151 E. Alameda Pkwy., Suite 5200
Aurora, CO 80012-1553

Re: Amended Transmittal of Service Plan for Villages at Murphy Creek Metropolitan District
Nos. 3 and 4

Dear Ms. Dancy:

Please be advised as follows relative to the attached Service Plan:

1. The names of the proposed Districts are Villages at Murphy Creek Metropolitan District No. 3 (“**District No. 3**”) and Villages at Murphy Creek Metropolitan District No. 4 (“**District No. 4**” and with District No. 3, the “**Districts**”). Please note that Villages at Murphy Creek Metropolitan District No. 1 (“**District No. 1**”) and Villages at Murphy Creek Metropolitan District No. 2 (“**District No. 2**”) were formed in July, 2006 to serve the Development (defined below). Since District No. 1 and District No. 2 are already existing and the proposed District No. 3 and District No. 4 are being added to also serve the Development, we determined to retain the original names. However, we understand that this may be causing some confusion. The Development does not currently have any developed property within its intended boundaries and is NOT the same property within the existing Murphy Creek development. The existing Murphy Creek development is on **west** side of Harvest Road. The Development subject to the proposed Districts is on the **east** side of Harvest Road and is being developed by a different developer. The Development is known as “Harvest Crossing” and will have its own separate recreational amenities for use of its residents and taxpayers. It is not intended that residents or taxpayers of the proposed Districts will utilize recreational facilities within the existing Murphy Creek development and the Districts will specifically disclose in the Disclosure to Purchasers mandated by Article X of the Service Plan that the Development will have recreational facilities paid for or owned by the Districts and that recreational facilities in surrounding developments, including the existing Murphy Creek development, may not be available for use by residents or taxpayers within the Districts. The applicant understands that there may be some confusion resulting from the use of the name “Murphy Creek” in the names of the proposed Districts. The applicant would be in favor of changing the name of the Districts to “Harvest Crossing Metropolitan District Nos. 3 and 4” and also process a name change for the existing District No. 1 and District No. 2 to avoid future confusion of both the public and others with the existing Murphy Creek

development. Please advise if the City supports the name change and we will update the proposed Service Plans accordingly.

2. Contact Information:

(a) District's Counsel:

Paula J. Williams
McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203
Phone: (303) 592-4380
Fax: (303) 592-4385
Email: pwilliams@specialdistrictlaw.com

(b) Owner:

Harvest & Jewell, LLC
7800 E. Union Ave., Suite 420
Denver, CO 80237

(c) Petitioner/Developer:

Centre Communities, LTD.
Attn: Daniel Frank
7400 E. Orchard Rd. #290-S
Greenwood Village, CO 80111
Phone: (303) 573-0066 ext. 302
Email: dfrank@centregrp.com

3. The proposed service plans are for two districts that will serve the Harvest Crossing development (the "Development").

4. The proposed service plans are based on the Multiple District Multiple Service Plan Model. The Districts will serve the Harvest Crossing Development.

5. The Development is residential. There is currently no developed property within the Development.

6. The Harvest Crossing Development is within the FDP for the Villages at Murphy Creek. Pursuant to the FDP the development is planned for up to 1040 residential units and commercial development. A second submittal has been made for final plat of Harvest Crossing Filing No. 1 to subdivide approximately 40 acres within the Harvest Crossing Development into approximately 140 single family lots.

7. The Districts are needed to finance the public improvements to serve the Development of the Harvest Crossing project. In addition, to further efficiencies it is contemplated that the Districts will serve in lieu of an Owners Association, which will reduce fees payable by the homeowners.

8. The proposed service plans are an exact copy of the appropriate Aurora Model Service Plan and any and all changes from the Model are clearly identified in the redline version which has been submitted electronically.

9. The debt limits reported in Sections V(A)(10) (Total Debt Issuance Limitation) and VII(A) (Financial Plan – General) do include any debt associated with regional improvements as described in the last sentence of Section VI(C).

10. Not applicable. No special requests.

11. Please be advised of the following financial data relative to the service plan:

Name of Metro District	Public Improvements	Debt Limit	Debt Limit Includes ARI? Yes or No	ARI Debt Limit	Total Debt Capacity	Organizing & Operating Reimbursement	1 st Year Operating & Maintenance
(Location in Service Plan)	V(B)	V(A)(10)	From transmittal letter	VI(C)	Calculate	VII(D)	VII(I)
Villages at Murphy Creek Metropolitan District No. 3	\$35,000,000	\$70,000,000	No	\$35,000,000	\$105,000,000	\$50,000	\$50,000
Villages at Murphy Creek Metropolitan District No. 4	\$35,000,000	\$70,000,000	No	\$35,000,000	\$105,000,000	\$50,000	\$50,000

12. A check for the application fee in the amount of \$4,735 has been sent to your attention under separate cover.

Should you have any questions or need any further information to process this service plan, please do not hesitate to contact me.

Very truly yours,
 MCGEADY BECHER P.C.

Paula J. Williams
 Paula J. Williams

cc: Daniel Frank (via email)

RESOLUTION NO. R2021-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO,
APPROVING THE SERVICE PLAN FOR THE VILLAGES AT MURPHY CREEK
METROPOLITAN DISTRICT NO. 4 AND AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA
COLORADO AND THE DISTRICT

WHEREAS, pursuant to Section 32-1-204.5, C.R.S., as amended, and Section 122-29 of the City Code, a Service Plan (the "Service Plan") for the Villages at Murphy Creek Metropolitan District No. 4 (the "District") has been submitted to the City Council (the "City Council") of the City of Aurora, Colorado (the "City"); and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, and Chapter 122 of the City Code, the City Council is to hold a public hearing on the Service Plan for the District; and

WHEREAS, notice of the hearing before the City Council was duly published in the *Aurora Sentinel*, a newspaper of general circulation within the City, as required by law, and mailed to all interested persons, the Division of Local Government, and the governing body of each municipality and title 32 district that has levied an ad valorem tax within the next preceding tax year and that has boundaries within a radius of three miles of the District; and

WHEREAS, the City Council has considered the Service Plan and all other testimony and evidence presented at the hearing; and

WHEREAS, the City Council finds that the Service Plan should be approved without conditions, as permitted by Sections 32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended, and Section 122-34(a) of the City Code; and

WHEREAS, the City Council further finds that it is in the best interests of the citizens of the City to enter into an Intergovernmental Agreement (the "IGA") with the District for the purpose of assigning the relative rights and responsibilities between the City and the District with respect to certain functions, operations, and obligations of the District; and

WHEREAS, Section 10-12 of the City Charter requires a resolution to authorize the execution of intergovernmental agreements.

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

Section 1. The City Council hereby finds and determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, and Chapter 122 of the City Code relating to the filing of the Service Plan for the District have been fulfilled and that notice of the hearing was given in the time and manner required by law and that City Council has jurisdiction to act on the Service Plan.

Section 2. The City Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard and that evidence satisfactory to the City Council of each of the following was presented:

- a. There is sufficient existing and projected need for organized service in the area to be serviced by the District;
- b. The existing service in the area to be served by the District is inadequate for present and projected needs;
- c. The District are capable of providing economical and sufficient service to the area within their proposed boundaries;
- d. The area to be included in the District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;
- e. Adequate service is not, or will not be, available to the area through the City, Arapahoe County, or other existing municipal or quasi-municipal corporations, including other existing title 32 District, 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 Service Plan is in substantial compliance with the comprehensive plan of the City as adopted pursuant to the City Code;
- h. The proposed Service Plan is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area; and
- i. The creation of the District will be in the best interests of the area proposed to be served.

Section 3. The City Council hereby approves the Service Plan for the District as submitted.

Section 4. The Mayor and the City Clerk are hereby authorized to execute, on behalf of the City, the IGA in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

Section 5. The District shall not be authorized to incur any bonded indebtedness until such time as the District have approved and executed the IGA.

Section 6. This Resolution shall be filed in the records of the City and a certified copy thereof submitted to the petitioners for the District for the purpose of filing in the District Court of Arapahoe County.

Section 7. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Resolution, are hereby rescinded.


RESOLVED AND PASSED this ____ day of _____, 2021.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:



BRIAN J. RULLA, Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: An Ordinance to Approve the Second Amended and Restated Service Plan for WH Metropolitan District No. 1 and Consolidated Service Plan for WH Metropolitan District Nos. 2-10.

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

Staff Source/Legal Source: Cesarina Dancy, Development Project Manager, Office of Development Assistance/ Brian Rulla, Assistant City Attorney

Outside Speaker:

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

COUNCIL MEETING DATES:

Study Session: 7/19/2021

Regular Meeting: 8/9/2021

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

- Approve Item as proposed at Study Session Information Only
- Approve Item and Move Forward to Regular Meeting
- Approve Item as proposed at Regular Meeting
- Approve Item with Waiver of Reconsideration

Why is a waiver needed? [Click or tap here to enter text.](#)

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 6/22/2021

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

- Recommends Approval Does Not Recommend Approval
- Forwarded Without Recommendation Recommendation Report Attached
- Minutes Attached Minutes Not Available

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

In 2004, the City adopted a model service plan for Title 32 Metropolitan District with the intent that any proposed service plan for a metropolitan district will be compliant with the model. The model service plan provides the following key features:

1. Maximum debt mill levy of 50 mills
2. Maximum term for debt repayment of 40 years,
3. Agreement to impose the Aurora Regional Improvements (ARI) mill levy.

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

A Service Plan for the WH No. 1-10 Metropolitan Districts has been submitted for the November 2021 election cycle. The proposed districts are located South of E 56th Avenue, West of Harvest Road, and East of N Picadilly Road (vicinity map attached). The districts are to serve a 236 acre (additional 627 acres for inclusion area) mixed-use development. The population projection is 5,625 residents.

The proposed WH Metropolitan Districts Nos. 1-10 service plan and IGA attached are in compliance with the model with one deviation. The districts are requesting the ARI mill levy deviate from the model of increasing the number of mills collected over time from 1 to 5 mills to 5 mills being collected starting year 1. This change will require approval by ordinance.

QUESTIONS FOR COUNCIL

Does Council wish to move this item forward to the August 9, 2021 Regular Council Meeting?

LEGAL COMMENTS

Section 32-1-204.5(1), C.R.S. provides that no special district shall be organized if its boundaries are wholly contained within the boundaries of a municipality, except upon adoptions of a resolution of approval by the governing body of such municipality.

Chapter 122 of the City Code establishes the procedure by which the proponents of a special district may seek approval for their district from the City. Section 122-32 of the City Code requires that the City Council conduct a public hearing regarding approval of the proposed district and its service plan. Thereafter, the City Council shall adopt a resolution (1) approving the service plan without conditions or modifications; (2) disapproving the service plan; or (3) conditionally approving the service plan subject to the submission of information relating to, or the modification of, the service plan. (City Code Section. 122-35).

All legislative enactments must be in the form of ordinances pursuant to Section 5-1 of the Charter of the City of Aurora, Colorado and City Council Rule F.1 provides that an ordinance remains in effect until otherwise rescinded or amended by the City Council.

(Rulla)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: Approval of these districts will allow the cost of providing infrastructure and certain operating costs to be passed on to the district property owners via metropolitan district taxes and fees. The debt service will be paid by metropolitan district property taxes.

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: Title 32 Metropolitan Districts have the authority to levy a property tax within the boundaries of the District. Approval of these districts will provide a mechanism for the developer to finance infrastructure for new development by recovering the associated costs through metropolitan district taxes.

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

OF COUNSEL:
 KRISTEN D. BEAR
 K. SEAN ALLEN
 TRISHA K. HARRIS



ZACHARY P. WHITE
 HEATHER L. HARTUNG
 MEGAN J. MURPHY
 EVE M. G. VELASCO
 LAURA S. HEINRICH
 AUDREY G. JOHNSON
 CAREY S. SMITH
 ERIN K. STUTZ

June 7, 2021

VIA EMAIL

Cesarina Dancy
 Development Project Manager
 City of Aurora
 Office of Development Assistance
 15151 E. Alameda Parkway, Suite 5200
 Aurora, CO 80012
cdancy@auroragov.org

Re: Formal Submission of Second Amended and Restated Service Plan for WH Metropolitan District No. 1 and Consolidated Service Plan for WH Metropolitan District Nos. 2-10

Dear Ms. Dancy:

The City Council for the City of Aurora approved a Service Plan for WH Metropolitan District No. 1 on August 30, 2004 (the “**Original Service Plan**”). We anticipate the City Council for the City of Aurora will approve an Amended and Restated Service Plan for WH Metropolitan District No. 1 on June 28, 2021 (the “**Amended Service Plan**”).

WH Metropolitan District No. 1 is requesting the City Council approve the enclosed Second Amended and Restated Service Plan together with the Consolidated Service Plan for the newly proposed WH Metropolitan District Nos. 2-10 at a public hearing on August 9, 2021 (the “**Second Amended Service Plan**”). Below is a summary of the proposed changes from the Amended Service Plan:

	Amended Service Plan	Second Amended Service Plan
Districts	WH Metropolitan District No. 1	WH Metropolitan District Nos. 1-10
Maximum Debt Mill Levy	City’s model service plan language (50 mills)	City’s model service plan language (50 mills)
Maximum Debt Mill Levy Imposition Term	City’s model service plan language (40 years)	City’s model service plan language (40 years)

ARI Mill Levy	5 mills provided the District enters into an ARI Establishment Agreement within one (1) year of approval of the Amended Service Plan; otherwise City's model service plan language	5 mills provided the District enters into an ARI Establishment Agreement within one (1) year of approval of the Amended Service Plan; otherwise City's model service plan language
Preliminary Engineering Survey	\$667,882,434	\$667,882,434
Total Debt Issuance Limitation	\$950,000,000	\$950,000,000
Debt for Regional Improvements	\$50,000,000	\$50,000,000

We previously sent an initial submission of the Second Amended and Restated Service Plan that included slightly different legal descriptions and maps. The differences between initial submission and formal submission are shown below in yellow highlight.

	Initial Submission Acreage	Formal Submission Acreage
WH MD No. 1 – Initial Boundary	234.750	231.405
WH MD No. 1 – Director Parcel Boundary	0.172	0.172
WH MD No. 2 – Initial Boundary	0.172	0.172
WH MD No. 3 – Initial Boundary	0.172	0.172
WH MD No. 4 – Initial Boundary	0.172	0.172
WH MD No. 5 – Initial Boundary	0.172	0.172
WH MD No. 6 – Initial Boundary	0.172	0.172
WH MD No. 7 – Initial Boundary	0.172	0.172
WH MD No. 8 – Initial Boundary	0.172	0.172
WH MD No. 9 – Initial Boundary	0.177	0.177

WH MD No. 10 – Initial Boundary	0.172	0.172
Inclusion 1	384.431	379.114
Inclusion 2	110.805	110.805
Inclusion 3	131.297	131.297
Total Service Area	863.008	854.346

Enclosed with this letter is an electronic copy of the Amended Service Plan in both word and PDF format, showing any and all changes to the Model Service Plan using MS Word “Track Changes.” Pursuant to the City of Aurora’s “Submittal Instructions for Filing of Proposed Service Plan,” please find the following information:

1. Metro districts name. WH Metropolitan District Nos. 1-10
2. Contact information, including name, address, phone and e-mail address for:
 - a. Metro Districts’ Counsel submitting service plan:

White Bear Ankele Tanaka & Waldron
Attention: Clint Waldron
2154 East Commons Avenue, Suite 2000
Centennial, CO 80122
Phone: (303) 858-1800
Email: cwaldron@wbapc.com

- b. Petitioners:

WH Metropolitan District No. 1
Board of Directors
c/o White Bear Ankele Tanaka & Waldron
Attention: Clint Waldron
2154 East Commons Avenue, Suite 2000
Centennial, CO 80122
Phone: (303) 858-1800
Email: cwaldron@wbapc.com
GVP Windler, LLC for WH Metropolitan District Nos. 2-10
c/o Alberta Development Partners, LLC
5750 DTC Parkway, Suite 210
Greenwood Village, CO 80111

- c. Owner/developer of land, if different from petitioning entity.

GVP Windler, LLC
c/o Alberta Development Partners, LLC
5750 DTC Parkway, Suite 210
Greenwood Village, CO 80111

3. Form of service plan (single district, multiple district etc.). Multiple District Single Service Plan.
4. Type of development, if known (residential, commercial, mixed use). Residential, commercial, and mixed use.
5. Status of Aurora development review process on development plans (FDP, etc.), if applicable.
6. Statement certifying compliance with the Aurora Model Service Plan. The proposed service plan is an exact copy of the appropriate Aurora model service plan and any and all changes from the model are clearly identified.
7. Statement on the debt limit. The debt limits reported in Section V.A. 10 (Total Debt Issuance Limitation) and VII.A (Financial Plan – General) do not include any debt associated with regional improvements as described in the last sentence of Section VI.C.
8. Summary table.

Name of Metro District	Public Improvements	Debt Limit	Debt Limit includes ARI?	ARI Debt Limit	Total Debt Capacity	Organizing and Operating Reimbursement	1 st year Operating & Maintenance
(Location in Service Plan)	V. B.	V.A.10	From transmittal letter	VI. C.	Calculate	VII. I.	VIII. I.
WH Metropolitan District No. 1	\$667,882,434 collectively	\$950,000,000 collectively	No	\$50,000,000 collectively	\$1,000,000,000 collectively	\$50,000	\$50,000
WH Metropolitan District No. 2	\$667,882,434 collectively	\$950,000,000 collectively	No	\$50,000,000 collectively	\$1,000,000,000 collectively	\$50,000	\$50,000
WH Metropolitan District No. 3	\$667,882,434 collectively	\$950,000,000 collectively	No	\$50,000,000 collectively	\$1,000,000,000 collectively	\$50,000	\$50,000
WH Metropolitan District No. 4	\$667,882,434 collectively	\$950,000,000 collectively	No	\$50,000,000 collectively	\$1,000,000,000 collectively	\$50,000	\$50,000

WH Metropolitan District No. 5	\$667,882,434 collectively	\$950,000,000 collectively	No	\$50,000,000 collectively	\$1,000,000,000 collectively	\$50,000	\$50,000
WH Metropolitan District No. 6	\$667,882,434 collectively	\$950,000,000 collectively	No	\$50,000,000 collectively	\$1,000,000,000 collectively	\$50,000	\$50,000
WH Metropolitan District No. 7	\$667,882,434 collectively	\$950,000,000 collectively	No	\$50,000,000 collectively	\$1,000,000,000 collectively	\$50,000	\$50,000
WH Metropolitan District No. 8	\$667,882,434 collectively	\$950,000,000 collectively	No	\$50,000,000 collectively	\$1,000,000,000 collectively	\$50,000	\$50,000
WH Metropolitan District No. 9	\$667,882,434 collectively	\$950,000,000 collectively	No	\$50,000,000 collectively	\$1,000,000,000 collectively	\$50,000	\$50,000
WH Metropolitan District No. 10	\$667,882,434 collectively	\$950,000,000 collectively	No	\$50,000,000 collectively	\$1,000,000,000 collectively	\$50,000	\$50,000

Sincerely,

WHITE BEAR ANKELE TANAKA & WALDRON

Megan J. Murphy
Associate

2318.0003; 1131371

**SECOND AMENDED AND RESTATED SERVICE PLAN
FOR**

WH METROPOLITAN DISTRICT NO. 1

AND

**CONSOLIDATED SERVICE PLAN
FOR**

WH METROPOLITAN DISTRICT NOS. 2-10

CITY OF AURORA, COLORADO

Prepared

By

White Bear Ankele Tanaka & Waldron, Professional Corporation
2154 East Commons Avenue, Suite 2000
Centennial, CO 80112

August 9, 2021

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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 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 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 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.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Approved Development Plan: means a Framework Development Plan or other process established by the City for identifying, among other things, Public Improvements necessary for facilitating development for property within the Service Area as approved by the City pursuant to the City Code and as amended pursuant to the City Code from time to time.

ARI or Regional Improvements: means Aurora Regional Improvements.

ARI Authority: means one or more Authorities established by an ARI Authority Establishment Agreement.

ARI Establishment Agreement: means an intergovernmental agreement establishing an ARI Authority which has, at minimum, Title 32 special districts from three (3) or more Approved Development Plan areas as parties to the Agreement.

ARI Master Plan: means one or more master plans adopted by an ARI Authority establishing Regional Improvements which will benefit the taxpayers and service users of the districts which constitute such ARI Authority, which master plan will change from time to time.

ARI Mill Levy: means five (5) mills for any District that has executed an ARI Establishment Agreement or such lesser amount as is necessary to satisfy any debt issued by such ARI Authority, or, in the event the District has not executed an ARI Establishment Agreement within one (1) year following the date of approval of this

Second Amended and Restated Service Plan or Consolidated Service Plan, then, the following:

A. For districts with property within their boundaries developed with any residential uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20th) year; and (ii) shall be five (5) mills from the twenty-first (21st) year through the fortieth (40th) year or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs; and (iii) for an additional ten (10) years, the mill levy shall be equal to the average debt service mill levy imposed by such district in the ten (10) years prior to the date of repayment of the debt incurred for Public Improvements other than Regional Improvements; and

B. For districts with property within their boundaries developed solely for commercial uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (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 mill levy described above may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes, for purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

Board: means the board of directors of 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 WH Metropolitan District No. 1 through 10.

District No. 1: means the WH Metropolitan District No. 1.

District No. 2: means the WH Metropolitan District No. 2.

District No. 3: means the WH Metropolitan District No. 3.

District No. 4: means the WH Metropolitan District No. 4.

District No. 5: means the WH Metropolitan District No. 5.

District No. 6: means the WH Metropolitan District No. 6.

District No. 7: means the WH Metropolitan District No. 7.

District No. 8: means the WH Metropolitan District No. 8.

District No. 9: means the WH Metropolitan District No. 9.

District No. 10: means the WH Metropolitan District No. 10.

Districts: means District No. 1 and District Nos. 2, 3, 4, 5, 6, 7, 8, 9, 10 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 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 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 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 Windler.

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 includes approximately two hundred thirty six (236) acres and the total area proposed to be included in the Inclusion Area Boundaries is approximately six hundred twenty seven (627) 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 eight hundred fifty-five (855) acres of vacant 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 five thousand six hundred twenty five (5,625) 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.

In connection with the performance of all acts or activities hereunder, the District shall not violate any protection clauses of the United States or Colorado State Constitutions. The District shall not discriminate against any person because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability, and further shall insert the foregoing provision in contracts or subcontracts let by the District to accomplish the purposes of this service plan.

1. Operations and Maintenance Limitation. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements to the City or other appropriate jurisdiction or 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 Nine Hundred Fifty Million Dollars (\$950,000,000).

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 LimitationNo District shall 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 another District.

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 V.A.1-14 above or in Section 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 Six Hundred Sixty Seven Million Eight Hundred Eighty Two Thousand and Four Hundred Thirty Four Dollars (\$667,882,434).

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 may 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.

VI. 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 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, 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 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 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 Fifty Million Dollars (\$50,000,000) pursuant to agreements as described in VI.A, B, or C 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 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 and Fifty Million Dollars (\$950,000,000) 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 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 Debt which is equal to or less than fifty percent(50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

3. For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 above, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, such District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in such District's Debt to assessed ratio. All Debt issued by the Districts must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the Districts are composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

D. Maximum Debt Mill Levy Imposition Term.

The Districts shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI. Other than the ARI Mill Levy, the Districts shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District imposing the mill levy are residents of such District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

E. Debt Repayment Sources.

Each of the Districts may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance. The Districts may also rely upon various other revenue sources authorized by law. At the Districts' discretion, these may include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(l), C.R.S., as amended from time to time. In no event shall the debt service mill levy in any District exceed the Maximum Debt Mill Levy or, for

residential property within a District, the Maximum Debt Mill Levy Imposition Term, except pursuant to an intergovernmental agreement between a District 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.

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 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 Districts financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.
10. Notice of any uncured events of default by the 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.

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 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.

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 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

Legal Descriptions

SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST 6th P.M.
 ----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO----

PROPERTY DESCRIPTION


A PARCEL LAND, LOCATED IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST, OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE ASSUMED AND ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 18, BEARING S00°05'28"E BETWEEN THE NORTHEAST CORNER OF SAID SECTION 18 AND THE EAST QUARTER CORNER OF SAID SECTION 18.

COMMENCING AT SAID NORTHEAST CORNER OF SECTION 18;
 THENCE S88°36'07"W ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 18 A DISTANCE OF 72.02 FEET TO A LINE BEING 72.00 WEST OF AND PARALLEL WITH SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 18, SAID POINT BEING THE **POINT OF BEGINNING**;
 THENCE S00°05'28"E ALONG SAID PARALLEL LINE A DISTANCE OF 2023.17 FEET;
 THENCE S89°30'27"W NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 930.61 FEET;
 THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 53°28'03", A RADIUS OF 159.00 FEET, A CHORD BEARING S37°51'06"W A DISTANCE OF 143.05 FEET, AND AN ARC DISTANCE OF 148.38 FEET;
 THENCE S00°29'33"E NON-TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 627.34 FEET;
 THENCE S89°30'27"W NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 1360.29 FEET;
 THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 24°02'33", A RADIUS OF 390.00 FEET, A CHORD BEARING N78°15'20"W A DISTANCE OF 162.45 FEET, AND AN ARC DISTANCE OF 163.65 FEET;
 THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 67°48'47", A RADIUS OF 998.25 FEET, A CHORD BEARING S03°16'48"W A DISTANCE OF 1113.72 FEET, AND AN ARC DISTANCE OF 1181.49 FEET;
 THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 30°28'48", A RADIUS OF 1400.00 FEET, A CHORD BEARING S15°23'12"E A DISTANCE OF 736.02 FEET, AND AN ARC DISTANCE OF 744.77 FEET;
 THENCE S00°08'53"E NON-TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 66.45 FEET;
 THENCE S89°51'07"W A DISTANCE OF 1394.12 FEET;
 THENCE N00°29'33"W NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 2472.38 FEET;



KENNETH G. OUELLETTE P.L.S. 24673
 DATE: MAY 11, 2021
 JOB NO. 65420899
 FOR AND ON BEHALF OF MERRICK & COMPANY

 5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111 Telephone: 303-751-0741	WH METROPOLITAN DISTRICT NOS. 1-10 WH METROPOLITAN DISTRICT NO. 1 INITIAL DEVELOPMENT EXHIBIT A	DATE: 5/19/21
		SHEET: 1 OF 2

A-1

SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 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 175°44'18", A RADIUS OF 165.00 FEET, A CHORD BEARING N25°35'17"E A DISTANCE OF 329.77 FEET, AND AN ARC DISTANCE OF 506.09 FEET;
THENCE N34°38'24"E NON-TANGENT WITH THE LAST AND FOLLOWING DESCRIBED CURVES A DISTANCE OF 527.83 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 163°40'38", A RADIUS OF 108.00 FEET, A CHORD BEARING N60°02'12"E A DISTANCE OF 213.81 FEET, AND AN ARC DISTANCE OF 308.52 FEET;
THENCE N89°30'27"E NON-TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 699.16 FEET;
THENCE N00°08'53"W A DISTANCE OF 1264.14 FEET TO POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 18 ;
THENCE N88°36'07"E ALONG SAID NORTH LINE A DISTANCE OF 2489.85 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 231.405 ACRES, MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: MAY 11, 2021
JOB NO. 65420899
FOR AND ON BEHALF OF MERRICK & COMPANY

 5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111 Telephone: 303-751-0741	WH METROPOLITAN DISTRICT NOS. 1-10 WH METROPOLITAN DISTRICT NO. 1 INITIAL DEVELOPMENT EXHIBIT A	DATE: 5/19/21
		SHEET: 2 OF 2

NW 1/4, SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST 6th P.M.
 ----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO----

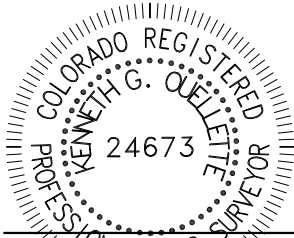
PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


BEARINGS ARE ASSUMED AND ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING N89°19'42"E A DISTANCE OF 2608.00 FEET BETWEEN THE NORTHWEST CORNER OF SAID SECTION 18 BEING MONUMENTED BY A #6 REBAR WITH 3-1/4" ALUMINUM CAP STAMPED: PLS 24313 AND THE NORTH QUARTER CORNER OF SAID SECTION 18 BEING MONUMENTED BY A #6 REBAR WITH A 2-1/2" ALUMINUM CAP STAMPED: PLS 38058.

COMMENCING AT SAID NORTH QUARTER CORNER OF SECTION 18;
 THENCE S70°13'55"W A DISTANCE OF 2697.02 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470 RECORDED IN BOOK 5849 AT PAGE 596 IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER, SAID POINT BEING THE **POINT OF BEGINNING**;
 THENCE S85°53'59"E A DISTANCE OF 75.00 FEET;
 THENCE S04°06'01"W A DISTANCE OF 100.00 FEET;
 THENCE N85°53'59"W A DISTANCE OF 75.00 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470;
 THENCE N04°06'01"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470 A DISTANCE OF 100.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 7,500 SQUARE FEET (0.172 ACRES), MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673
 DATE: MAY 16, 2021
 JOB NO. 65420899
 FOR AND ON BEHALF OF MERRICK & COMPANY

 5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111 Telephone: 303-751-0741	WH METROPOLITAN DISTRICT NOS. 1-10 WH METROPOLITAN DISTRICT NO. 1 DIRECTOR PARCEL EXHIBIT A	DATE: 5/6/21
		SHEET: 1 OF 1

NW 1/4, SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST 6th P.M.
 ----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO----

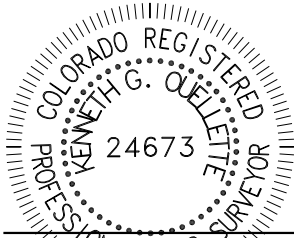
PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


BEARINGS ARE ASSUMED AND ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING N89°19'42"E A DISTANCE OF 2608.00 FEET BETWEEN THE NORTHWEST CORNER OF SAID SECTION 18 BEING MONUMENTED BY A #6 REBAR WITH 3-1/4" ALUMINUM CAP STAMPED: PLS 24313 AND THE NORTH QUARTER CORNER OF SAID SECTION 18 BEING MONUMENTED BY A #6 REBAR WITH A 2-1/2" ALUMINUM CAP STAMPED: PLS 38058.

COMMENCING AT SAID NORTH QUARTER CORNER OF SECTION 18;
 THENCE S68°19'07"W A DISTANCE OF 2739.01 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470 RECORDED IN BOOK 5849 AT PAGE 596 IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER, SAID POINT BEING THE **POINT OF BEGINNING**;
 THENCE S85°53'59"E A DISTANCE OF 75.00 FEET;
 THENCE S04°06'01"W A DISTANCE OF 100.00 FEET;
 THENCE N85°53'59"W A DISTANCE OF 75.00 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470;
 THENCE N04°06'01"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470 A DISTANCE OF 100.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 7,500 SQUARE FEET (0.172 ACRES), MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673
 DATE: MAY 16, 2021
 JOB NO. 65420899
 FOR AND ON BEHALF OF MERRICK & COMPANY

 5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111 Telephone: 303-751-0741	WH METROPOLITAN DISTRICT NOS. 1-10 WH METROPOLITAN DISTRICT NO. 2 DIRECTOR PARCEL EXHIBIT A	DATE: 5/6/21
		SHEET: 1 OF 1

NW 1/4, SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST 6th P.M.
 ----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO----

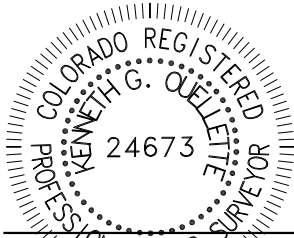
PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE ASSUMED AND ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING N89°19'42"E A DISTANCE OF 2608.00 FEET BETWEEN THE NORTHWEST CORNER OF SAID SECTION 18 BEING MONUMENTED BY A #6 REBAR WITH 3-1/4" ALUMINUM CAP STAMPED: PLS 24313 AND THE NORTH QUARTER CORNER OF SAID SECTION 18 BEING MONUMENTED BY A #6 REBAR WITH A 2-1/2" ALUMINUM CAP STAMPED: PLS 38058.

COMMENCING AT SAID NORTH QUARTER CORNER OF SECTION 18;
 THENCE S66°27'54"W A DISTANCE OF 2783.96 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470 RECORDED IN BOOK 5849 AT PAGE 596 IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER, SAID POINT BEING THE **POINT OF BEGINNING**;
 THENCE S85°53'59"E A DISTANCE OF 75.00 FEET;
 THENCE S04°06'01"W A DISTANCE OF 100.00 FEET;
 THENCE N85°53'59"W A DISTANCE OF 75.00 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470;
 THENCE N04°06'01"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470 A DISTANCE OF 100.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 7,500 SQUARE FEET (0.172 ACRES), MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673
 DATE: MAY 16, 2021
 JOB NO. 65420899
 FOR AND ON BEHALF OF MERRICK & COMPANY

 5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111 Telephone: 303-751-0741	WH METROPOLITAN DISTRICT NOS. 1-10 WH METROPOLITAN DISTRICT NO. 3 DIRECTOR PARCEL EXHIBIT A	DATE: 5/6/21
		SHEET: 1 OF 1

NW 1/4, SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST 6th P.M.
----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO----

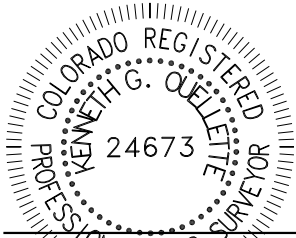
PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE ASSUMED AND ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING N89°19'42"E A DISTANCE OF 2608.00 FEET BETWEEN THE NORTHWEST CORNER OF SAID SECTION 18 BEING MONUMENTED BY A #6 REBAR WITH 3-1/4" ALUMINUM CAP STAMPED: PLS 24313 AND THE NORTH QUARTER CORNER OF SAID SECTION 18 BEING MONUMENTED BY A #6 REBAR WITH A 2-1/2" ALUMINUM CAP STAMPED: PLS 38058.

COMMENCING AT SAID NORTH QUARTER CORNER OF SECTION 18;
THENCE S64°40'20"W A DISTANCE OF 2831.73 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470 RECORDED IN BOOK 5849 AT PAGE 596 IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER, SAID POINT BEING THE **POINT OF BEGINNING**;
THENCE S85°53'59"E A DISTANCE OF 75.00 FEET;
THENCE S04°06'01"W A DISTANCE OF 100.00 FEET;
THENCE N85°53'59"W A DISTANCE OF 75.00 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470;
THENCE N04°06'01"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470 A DISTANCE OF 100.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 7,500 SQUARE FEET (0.172 ACRES), MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: MAY 16, 2021
JOB NO. 65420899
FOR AND ON BEHALF OF MERRICK & COMPANY



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

WH METROPOLITAN DISTRICT NOS. 1-10
WH METROPOLITAN DISTRICT NO. 4 DIRECTOR PARCEL
EXHIBIT A

DATE: 5/6/21
SHEET: 1 OF 1

NW 1/4, SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST 6th P.M.
 ----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO----

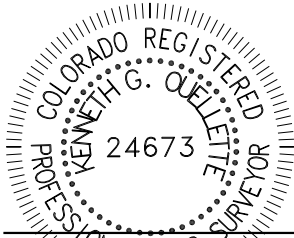
PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


BEARINGS ARE ASSUMED AND ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING N89°19'42"E A DISTANCE OF 2608.00 FEET BETWEEN THE NORTHWEST CORNER OF SAID SECTION 18 BEING MONUMENTED BY A #6 REBAR WITH 3-1/4" ALUMINUM CAP STAMPED: PLS 24313 AND THE NORTH QUARTER CORNER OF SAID SECTION 18 BEING MONUMENTED BY A #6 REBAR WITH A 2-1/2" ALUMINUM CAP STAMPED: PLS 38058.

COMMENCING AT SAID NORTH QUARTER CORNER OF SECTION 18;
 THENCE S62°56'26"W A DISTANCE OF 2882.18 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470 RECORDED IN BOOK 5849 AT PAGE 596 IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER, SAID POINT BEING THE **POINT OF BEGINNING**;
 THENCE S85°53'59"E A DISTANCE OF 75.00 FEET;
 THENCE S04°06'01"W A DISTANCE OF 100.00 FEET;
 THENCE N85°53'59"W A DISTANCE OF 75.00 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470;
 THENCE N04°06'01"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470 A DISTANCE OF 100.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 7,500 SQUARE FEET (0.172 ACRES), MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673
 DATE: MAY 16, 2021
 JOB NO. 65420899
 FOR AND ON BEHALF OF MERRICK & COMPANY

 5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111 Telephone: 303-751-0741	WH METROPOLITAN DISTRICT NOS. 1-10 WH METROPOLITAN DISTRICT NO. 5 DIRECTOR PARCEL EXHIBIT A	DATE: 5/6/21
		SHEET: 1 OF 1

NW 1/4, SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST 6th P.M.
 ----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO----

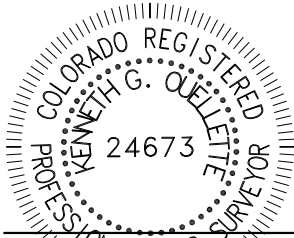
PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE ASSUMED AND ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING N89°19'42"E A DISTANCE OF 2608.00 FEET BETWEEN THE NORTHWEST CORNER OF SAID SECTION 18 BEING MONUMENTED BY A #6 REBAR WITH 3-1/4" ALUMINUM CAP STAMPED: PLS 24313 AND THE NORTH QUARTER CORNER OF SAID SECTION 18 BEING MONUMENTED BY A #6 REBAR WITH A 2-1/2" ALUMINUM CAP STAMPED: PLS 38058.

COMMENCING AT SAID NORTH QUARTER CORNER OF SECTION 18;
 THENCE S61°16'12"W A DISTANCE OF 2935.17 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470 RECORDED IN BOOK 5849 AT PAGE 596 IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER, SAID POINT BEING THE **POINT OF BEGINNING**;
 THENCE S85°53'59"E A DISTANCE OF 75.00 FEET;
 THENCE S04°06'01"W A DISTANCE OF 100.00 FEET;
 THENCE N85°53'59"W A DISTANCE OF 75.00 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470;
 THENCE N04°06'01"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470 A DISTANCE OF 100.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 7,500 SQUARE FEET (0.172 ACRES), MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673
 DATE: MAY 6, 2021
 JOB NO. 65420899
 FOR AND ON BEHALF OF MERRICK & COMPANY

 5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111 Telephone: 303-751-0741	WH METROPOLITAN DISTRICT NOS. 1-10 WH METROPOLITAN DISTRICT NO. 6 DIRECTOR PARCEL EXHIBIT A	DATE: 5/6/21
		SHEET: 1 OF 1

NW 1/4, SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST 6th P.M.
 ----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO----

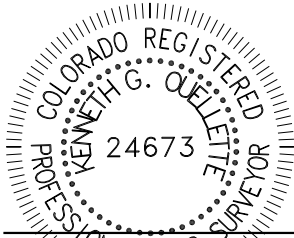
PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


BEARINGS ARE ASSUMED AND ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING N89°19'42"E A DISTANCE OF 2608.00 FEET BETWEEN THE NORTHWEST CORNER OF SAID SECTION 18 BEING MONUMENTED BY A #6 REBAR WITH 3-1/4" ALUMINUM CAP STAMPED: PLS 24313 AND THE NORTH QUARTER CORNER OF SAID SECTION 18 BEING MONUMENTED BY A #6 REBAR WITH A 2-1/2" ALUMINUM CAP STAMPED: PLS 38058.

COMMENCING AT SAID NORTH QUARTER CORNER OF SECTION 18;
 THENCE S59°39'35"W A DISTANCE OF 2990.57 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470 RECORDED IN BOOK 5849 AT PAGE 596 IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER, SAID POINT BEING THE **POINT OF BEGINNING**;
 THENCE S85°53'59"E A DISTANCE OF 75.00 FEET;
 THENCE S04°06'01"W A DISTANCE OF 100.00 FEET;
 THENCE N85°53'59"W A DISTANCE OF 75.00 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470;
 THENCE N04°06'01"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470 A DISTANCE OF 100.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 7,500 SQUARE FEET (0.172 ACRES), MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673
 DATE: MAY 16, 2021
 JOB NO. 65420899
 FOR AND ON BEHALF OF MERRICK & COMPANY

 5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111 Telephone: 303-751-0741	WH METROPOLITAN DISTRICT NOS. 1-10 WH METROPOLITAN DISTRICT NO. 7 DIRECTOR PARCEL EXHIBIT A	DATE: 5/6/21
		SHEET: 1 OF 1

NW 1/4, SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST 6th P.M.
 ----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO----

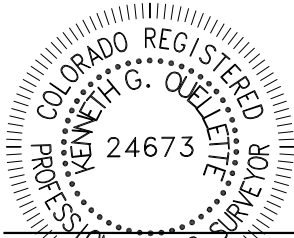
PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE ASSUMED AND ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING N89°19'42"E A DISTANCE OF 2608.00 FEET BETWEEN THE NORTHWEST CORNER OF SAID SECTION 18 BEING MONUMENTED BY A #6 REBAR WITH 3-1/4" ALUMINUM CAP STAMPED: PLS 24313 AND THE NORTH QUARTER CORNER OF SAID SECTION 18 BEING MONUMENTED BY A #6 REBAR WITH A 2-1/2" ALUMINUM CAP STAMPED: PLS 38058.

COMMENCING AT SAID NORTH QUARTER CORNER OF SECTION 18;
 THENCE S58°06'34"W A DISTANCE OF 3048.24 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470 RECORDED IN BOOK 5849 AT PAGE 596 IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER, SAID POINT BEING THE **POINT OF BEGINNING**;
 THENCE S85°53'59"E A DISTANCE OF 75.00 FEET;
 THENCE S04°06'01"W A DISTANCE OF 100.00 FEET;
 THENCE N85°53'59"W A DISTANCE OF 75.00 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470;
 THENCE N04°06'01"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470 A DISTANCE OF 100.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 7,500 SQUARE FEET (0.172 ACRES), MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673
 DATE: MAY 6, 2021
 JOB NO. 65420899
 FOR AND ON BEHALF OF MERRICK & COMPANY

 5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111 Telephone: 303-751-0741	WH METROPOLITAN DISTRICT NOS. 1-10 WH METROPOLITAN DISTRICT NO. 8 DIRECTOR PARCEL EXHIBIT A	DATE: 5/6/21
		SHEET: 1 OF 1

NW 1/4, SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST 6th P.M.
----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO----

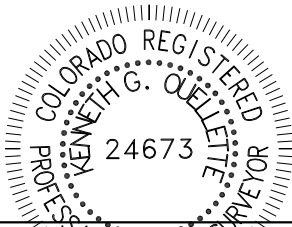
PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE ASSUMED AND ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING N89°19'42"E A DISTANCE OF 2608.00 FEET BETWEEN THE NORTHWEST CORNER OF SAID SECTION 18 BEING MONUMENTED BY A #6 REBAR WITH 3-1/4" ALUMINUM CAP STAMPED: PLS 24313 AND THE NORTH QUARTER CORNER OF SAID SECTION 18 BEING MONUMENTED BY A #6 REBAR WITH A 2-1/2" ALUMINUM CAP STAMPED: PLS 38058.

COMMENCING AT SAID NORTH QUARTER CORNER OF SECTION 18;
THENCE S56°37'04"W A DISTANCE OF 3108.06 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470 RECORDED IN BOOK 5849 AT PAGE 596 IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER, SAID POINT BEING THE **POINT OF BEGINNING**;
THENCE S85°53'59"E A DISTANCE OF 75.00 FEET;
THENCE S04°06'01"W A DISTANCE OF 61.95 FEET;
THENCE S00°13'58"E A DISTANCE OF 38.05 FEET;
THENCE S89°46'02"W A DISTANCE OF 75.00 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 18;
THENCE N00°13'58"W ALONG SAID WEST LINE A DISTANCE OF 40.89 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470;
THENCE N04°06'01"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470 A DISTANCE OF 64.79 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 7,713 SQUARE FEET (0.177 ACRES), MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: MAY 6, 2021
JOB NO. 65420899
FOR AND ON BEHALF OF MERRICK & COMPANY

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

WH METROPOLITAN DISTRICT NOS. 1-10
WH METROPOLITAN DISTRICT NO. 9 DIRECTOR PARCEL
EXHIBIT A

DATE: 5/6/21
SHEET: 1 OF 1

NW 1/4, SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST 6th P.M.
----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO----

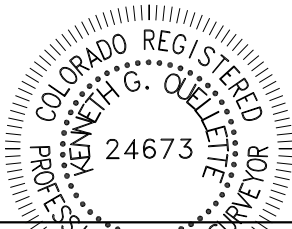
PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE ASSUMED AND ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING N89°19'42"E A DISTANCE OF 2608.00 FEET BETWEEN THE NORTHWEST CORNER OF SAID SECTION 18 BEING MONUMENTED BY A #6 REBAR WITH 3-1/4" ALUMINUM CAP STAMPED: PLS 24313 AND THE NORTH QUARTER CORNER OF SAID SECTION 18 BEING MONUMENTED BY A #6 REBAR WITH A 2-1/2" ALUMINUM CAP STAMPED: PLS 38058.

COMMENCING AT SAID NORTH QUARTER CORNER OF SECTION 18;
THENCE S55°04'13"W A DISTANCE OF 3171.01 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 18, SAID POINT BEING THE **POINT OF BEGINNING**;
THENCE N89°46'02"E A DISTANCE OF 75.00 FEET;
THENCE S00°13'58"E A DISTANCE OF 100.00 FEET;
THENCE S89°46'02"W A DISTANCE OF 75.00 FEET TO A POINT ON SAID WEST LINE OF THE NORTHWEST QUARTER OF SECTION 18;
THENCE N00°13'58"W ALONG SAID WEST LINE A DISTANCE OF 100.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 7,500 SQUARE FEET (0.172 ACRES), MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: MAY 6, 2021
JOB NO. 65420899
FOR AND ON BEHALF OF MERRICK & COMPANY

 5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111 Telephone: 303-751-0741	WH METROPOLITAN DISTRICT NOS. 1-10 WH METROPOLITAN DISTRICT NO. 10 DIRECTOR PARCEL EXHIBIT A	DATE: 5/6/21
		SHEET: 1 OF 1

INCLUSION 1

SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST 6th P.M.
-----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO-----

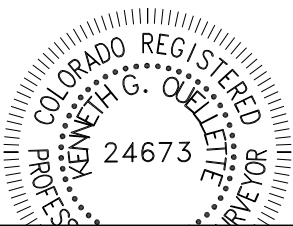
PROPERTY DESCRIPTION

A PARCEL LAND, LOCATED IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST, OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE ASSUMED AND ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 18, BEARING S00°05'28"E BETWEEN THE EAST QUARTER CORNER OF SAID SECTION 18 AND THE NORTHEAST CORNER OF SAID SECTION 18.

COMMENCING AT SAID EAST QUARTER CORNER OF SECTION 18;
THENCE S89°03'56"W ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18 A DISTANCE OF 72.01 FEET TO A LINE BEING PARALLEL TO AND 72.00 FEET WESTERLY OF THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE S00°01'51"E ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18 A DISTANCE OF 2583.65 FEET;
THENCE S89°08'10"W A DISTANCE OF 2577.19 FEET;
THENCE S89°08'08"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 1253.87 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°00'54", A RADIUS OF 25.00 FEET, A CHORD BEARING N45°51'52"W A DISTANCE OF 35.36 FEET, AND AN ARC DISTANCE OF 39.28 FEET;
THENCE S89°08'08"W NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 84.00 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°00'54", A RADIUS OF 25.00 FEET, A CHORD BEARING S44°08'08"W A DISTANCE OF 35.36 FEET, AND AN ARC DISTANCE OF 39.28 FEET;
THENCE S89°10'37"W A DISTANCE OF 612.66 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470 RECORDED IN BOOK 5849 AT PAGE 596 IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER;
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING SEVEN (7) COURSES:
1. N84°06'56"W A DISTANCE OF 407.20 FEET;
2. THENCE N00°51'41"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 134.17 FEET;



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: MAY 18, 2021
JOB NO. 65420899
FOR AND ON BEHALF OF MERRICK & COMPANY



MERRICK®

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Telephone: 303-751-0741

WH METROPOLITAN DISTRICT NOS. 1-10
INCLUSION 1
EXHIBIT C-2

DATE: 5/19/21

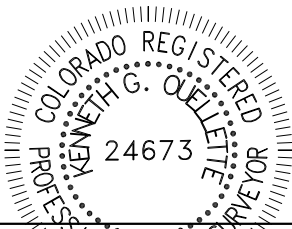
SHEET: 1 OF 7

INCLUSION 1

SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST 6th P.M.
-----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO-----

PROPERTY DESCRIPTION

3. THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 11°39'24", A RADIUS OF 1999.86 FEET, A CHORD BEARING N06°41'23"W A DISTANCE OF 406.16 FEET, AND AN ARC DISTANCE OF 406.86 FEET;
4. THENCE N12°31'05"W TANGENT WITH THE LAST AND FOLLOWING DESCRIBED CURVES A DISTANCE OF 476.04 FEET;
5. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 12°31'14", A RADIUS OF 2252.81 FEET, A CHORD BEARING N06°15'28"W A DISTANCE OF 491.32 FEET, AND AN ARC DISTANCE OF 492.30 FEET;
6. THENCE N00°00'06"W A DISTANCE OF 935.30 FEET;
7. THENCE N14°04'16"W A DISTANCE OF 30.37 FEET TO A POINT ON THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 18;
THENCE N00°13'41"W ALONG SAID WESTERLY LINE A DISTANCE OF 70.19 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 18;
THENCE N00°13'58"W ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 18 A DISTANCE OF 762.19 FEET;
THENCE N89°46'02"E A DISTANCE OF 75.00 FEET;
THENCE N00°13'58"W A DISTANCE OF 138.05 FEET;
THENCE N04°06'01"E A DISTANCE OF 861.95 FEET;
THENCE N85°53'59"W NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 75.00 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470;
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING SIX (6) COURSES:
 1. ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 12°42'37", A RADIUS OF 1055.92 FEET, A CHORD BEARING N10°27'19"E A DISTANCE OF 233.76 FEET, AND AN ARC DISTANCE OF 234.24 FEET;
 2. THENCE N16°48'38"E TANGENT WITH THE LAST AND FOLLOWING DESCRIBED CURVES A DISTANCE OF 247.48 FEET;
 3. THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 13°38'02", A RADIUS OF 1044.93 FEET, A CHORD BEARING N09°59'37"E A DISTANCE OF 248.06 FEET, AND AN ARC DISTANCE OF 248.65 FEET;
 4. THENCE N48°50'42"E A DISTANCE OF 75.85 FEET;
 5. THENCE N87°43'26"E A DISTANCE OF 853.88 FEET;



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: MAY 18, 2021
JOB NO. 65420899
FOR AND ON BEHALF OF MERRICK & COMPANY



MERRICK®

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

WH METROPOLITAN DISTRICT NOS. 1-10
INCLUSION 1
EXHIBIT C-2

DATE: 5/19/21

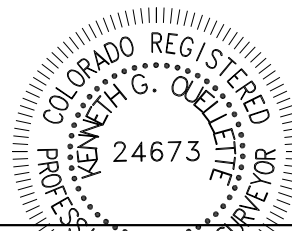
SHEET: 2 OF 7

INCLUSION 1

SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 WEST 6th P.M.
-----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO-----

PROPERTY DESCRIPTION

6. THENCE N00°00'09"E A DISTANCE OF 99.95 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 18;
THENCE N89°19'42"E ALONG SAID NORTH LINE A DISTANCE OF 1471.57 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 18;
THENCE N88°36'07"E ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 18 A DISTANCE OF 104.33 FEET;
THENCE S00°08'53"E A DISTANCE OF 1264.14 FEET;
THENCE S89°30'27"W NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 699.16 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 163°40'38", A RADIUS OF 108.00 FEET, A CHORD BEARING S60°02'12"W A DISTANCE OF 213.81 FEET, AND AN ARC DISTANCE OF 308.52 FEET;
THENCE S34°38'24"W NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 527.83 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 175°44'18", A RADIUS OF 165.00 FEET, A CHORD BEARING S25°35'17"W A DISTANCE OF 329.77 FEET, AND AN ARC DISTANCE OF 506.09 FEET;
THENCE S00°29'33"E A DISTANCE OF 2472.38 FEET;
THENCE N89°51'07"E A DISTANCE OF 1394.12 FEET;
THENCE N00°08'53"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 66.45 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 30°28'48", A RADIUS OF 1400.00 FEET, A CHORD BEARING N15°23'12"W A DISTANCE OF 736.02 FEET, AND AN ARC DISTANCE OF 744.77 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 67°48'47", A RADIUS OF 998.25 FEET, A CHORD BEARING N03°16'48"E A DISTANCE OF 1113.72 FEET, AND AN ARC DISTANCE OF 1181.49 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 24°02'33", A RADIUS OF 390.00 FEET, A CHORD BEARING S78°15'20"E A DISTANCE OF 162.45 FEET, AND AN ARC DISTANCE OF 163.65 FEET;
THENCE N89°30'27"E A DISTANCE OF 1360.29 FEET;
THENCE N00°29'33"W NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 627.34 FEET;



KENNETH G. QUILLETTE, P.L.S. 24673
DATE: MAY 18, 2021
JOB NO. 65420899
FOR AND ON BEHALF OF MERRICK & COMPANY



MERRICK®

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

WH METROPOLITAN DISTRICT NOS. 1-10
INCLUSION 1
EXHIBIT C-2

DATE: 5/19/21

SHEET: 3 OF 7

INCLUSION 1

SECTION 18, TOWNSHIP 3 SOUTH, RANGE 65 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 53°28'03", A RADIUS OF 159.00 FEET, A CHORD BEARING N37°51'06"E A DISTANCE OF 143.05 FEET, AND AN ARC DISTANCE OF 148.38 FEET;
THENCE N89°30'27"E A DISTANCE OF 930.61 FEET TO A LINE BEING PARALLEL TO AND 72.00 FEET WESTERLY OF THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 18,
THENCE S00°05'28"E ALONG SAID EAST LINE A DISTANCE OF 633.01 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 379.114 ACRES, MORE OR LESS.



KENNETH G. OUELLETTE, P.L.S. 24673
DATE: MAY 18, 2021
JOB NO. 65420899
FOR AND ON BEHALF OF MERRICK & COMPANY



MERRICK®

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

WH METROPOLITAN DISTRICT NOS. 1-10
INCLUSION 1
EXHIBIT C-2

DATE: 5/19/21

SHEET: 4 OF 7

INCLUSION 2

SOUTHEAST QUARTER SECTION 13, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
-----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO-----

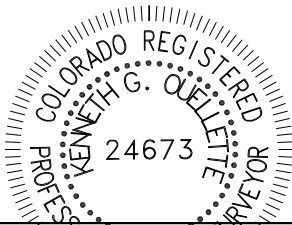
PROPERTY DESCRIPTION

A PARCEL LAND, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 66 WEST, OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE ASSUMED AND ARE BASED ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13, BEARING S00°07'03"E BETWEEN THE CENTER QUARTER CORNER OF SAID SECTION 13 AND THE SOUTH QUARTER CORNER OF SAID SECTION 13.

BEGINNING AT SAID CENTER QUARTER CORNER OF SECTION 13;
THENCE N89°40'20"E ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13 A DISTANCE OF 2294.04 FEET;
THENCE S01°04'57"E A DISTANCE OF 96.37 FEET;
THENCE S04°07'11"W TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 1049.33 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 05°20'41", A RADIUS OF 3729.44 FEET, A CHORD BEARING S06°47'31"W A DISTANCE OF 347.77 FEET, AND AN ARC DISTANCE OF 347.90 FEET;
THENCE S09°27'52"W TANGENT WITH THE LAST AND FOLLOWING DESCRIBED CURVES A DISTANCE OF 488.36 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 10°19'36", A RADIUS OF 1999.86 FEET, A CHORD BEARING S04°18'04"W A DISTANCE OF 359.96 FEET, AND AN ARC DISTANCE OF 360.45 FEET;
THENCE S00°51'45"E TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 141.69 FEET;
THENCE S36°31'34"W A DISTANCE OF 74.67 FEET;
THENCE S85°54'05"W A DISTANCE OF 698.79 FEET;
THENCE N00°15'56"W A DISTANCE OF 587.76 FEET;
THENCE S89°39'38"W A DISTANCE OF 1325.92 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13;
THENCE N00°07'03"W ALONG SAID WEST LINE A DISTANCE OF 1987.56 FEET TO THE POINT OF BEGINNING.

CONTAINING 110.805 ACRES, MORE OR LESS.



KENNETH G. OUELLETTE P.L.S. 24673
DATE: MAY 11, 2021
JOB NO. 65420899
FOR AND ON BEHALF OF MERRICK & COMPANY



MERRICK®

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Telephone: 303-751-0741

WH METROPOLITAN DISTRICT NOS. 1-10
INCLUSION 2
EXHIBIT C-2

DATE: 5/11/21

SHEET: 1 OF 3

INCLUSION 3

NORTHEAST QUARTER SECTION 24, TOWNSHIP 3 SOUTH, RANGE 66 WEST 6th P.M.
-----CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO-----

PROPERTY DESCRIPTION

A PARCEL LAND, LOCATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 66 WEST, OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE ASSUMED AND ARE BASED ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 24, BEARING N00°16'31"W BETWEEN THE CENTER QUARTER CORNER OF SAID SECTION 24 AND THE NORTH QUARTER CORNER OF SAID SECTION 24.

BEGINNING AT SAID CENTER QUARTER CORNER OF SECTION 24;
THENCE N00°16'31"W ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 24 A DISTANCE OF 2515.06 FEET;
THENCE N89°59'53"E A DISTANCE OF 69.01 FEET;
THENCE N00°16'45"W A DISTANCE OF 38.18 FEET;
THENCE N44°17'37"E A DISTANCE OF 35.57 FEET;
THENCE N89°37'13"E A DISTANCE OF 1188.61 FEET;
THENCE S84°54'09"E A DISTANCE OF 748.62 FEET;
THENCE S51°29'59"E NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 58.63 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 19°07'39", A RADIUS OF 914.38 FEET, A CHORD BEARING S11°55'20"E A DISTANCE OF 303.84 FEET, AND AN ARC DISTANCE OF 305.26 FEET;
THENCE S21°29'10"E TANGENT WITH THE LAST AND FOLLOWING DESCRIBED CURVES A DISTANCE OF 226.63 FEET;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 21°29'19", A RADIUS OF 851.97 FEET, A CHORD BEARING S10°44'31"E A DISTANCE OF 317.66 FEET, AND AN ARC DISTANCE OF 319.53 FEET;
THENCE S00°00'09"W TANGENT WITH THE LAST DESCRIBED CURVE A DISTANCE OF 1647.23 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 24;
THENCE S89°35'40"W ALONG SAID LINE A DISTANCE OF 2266.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 131.297 ACRES, MORE OR LESS.



KENNETH G. OUELLETTE P.L.S. 24673
DATE: MAY 11, 2021
JOB NO. 65420899
FOR AND ON BEHALF OF MERRICK & COMPANY



MERRICK®

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

WH METROPOLITAN DISTRICT NOS. 1-10
INCLUSION 3
EXHIBIT C-2

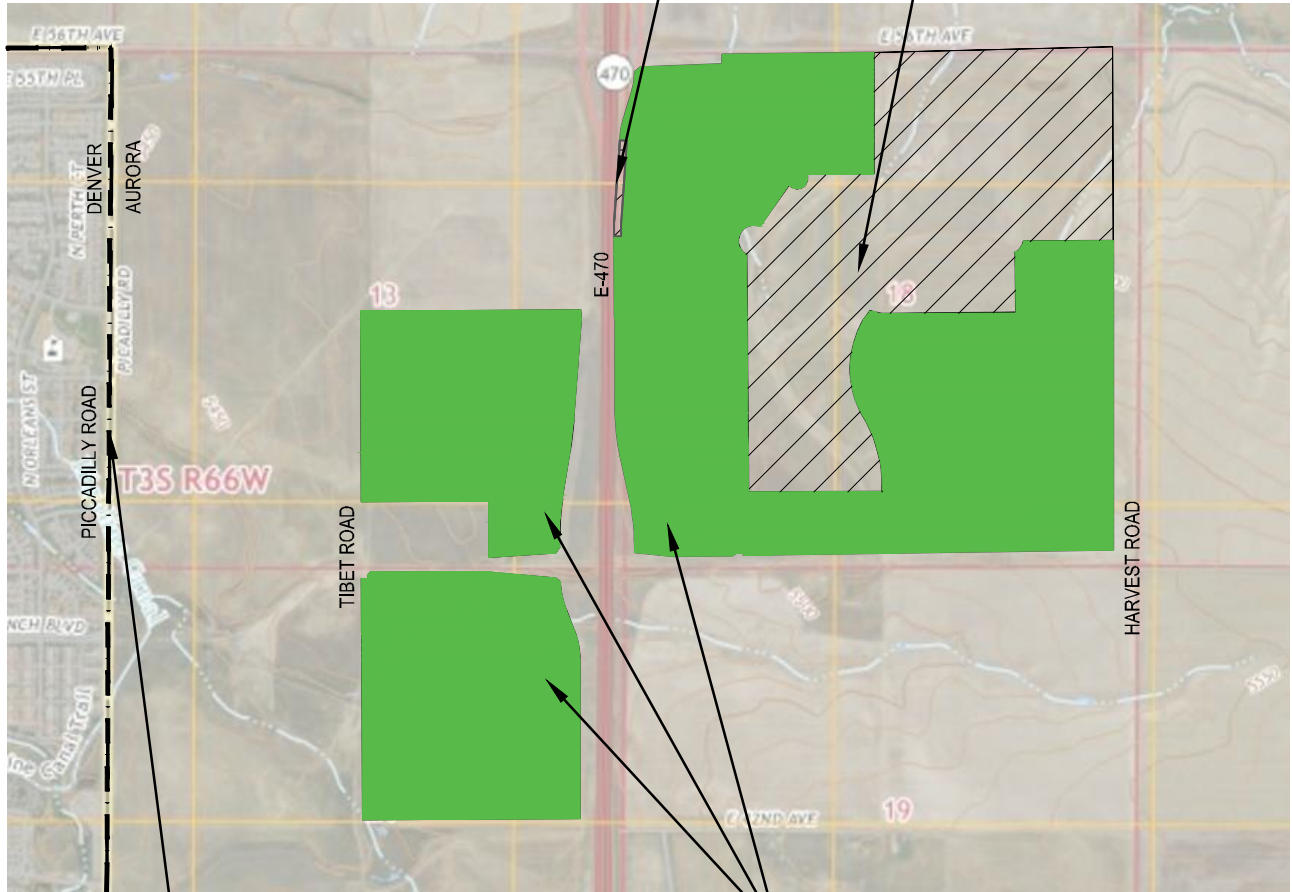
DATE: 5/11/21

SHEET: 1 OF 3

EXHIBIT B

Aurora Vicinity Map

File Location: C:\DEN\Projects\0899-00-Windler Metro Districts\Design\Exhibits\Vicinity Map - Windler Homesstead MD & WH Metro Dis. Nos 1-10.dwg Plot Date: 5/19/2021 6:28 AM Last Saved By: MBERLIN



WH METROPOLITAN DISTRICT NO. 1-10

WH METROPOLITAN DISTRICT NO. 1

AURORA / DENVER CITY LIMIT

FUTURE INCLUSION AREAS SHOWN IN GREEN



SCALE: 1" = 2000'



WH METROPOLITAN DISTRICT NOS. 1-10
 AURORA VICINITY MAP
 EXHIBIT B

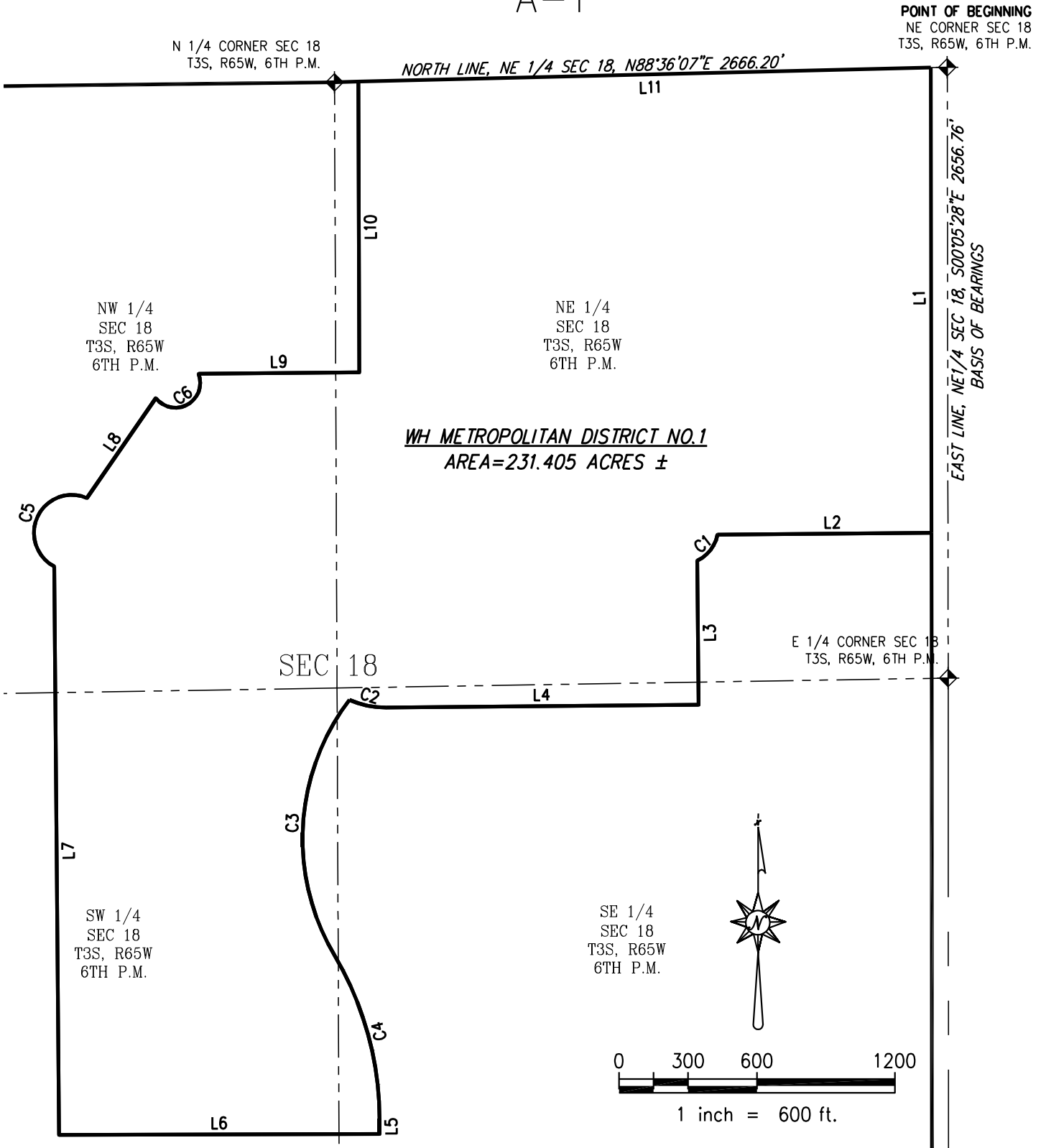
DATE: 5/19/2021

SHEET: 1 OF 1

EXHIBIT C-1

Initial Districts Boundary Maps

ILLUSTRATION FOR A-1



This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.



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WH METROPOLITAN DISTRICT NOS. 1-10
WH METROPOLITAN DISTRICT NO. 1 INITIAL DEVELOPMENT
EXHIBIT C-1

DATE: 5/19/21

SHEET: 1 OF 2

ILLUSTRATION FOR A-1

CURVE TABLE					
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	LENGTH
C1	53° 28' 03"	159.00'	S37° 51' 06"W	143.05'	148.38'
C2	24° 02' 33"	390.00'	N78° 15' 20"W	162.45'	163.65'
C3	67° 48' 47"	998.25'	S3° 16' 48"W	1113.72'	1181.49'
C4	30° 28' 48"	1400.00'	S15° 23' 12"E	736.02'	744.77'
C5	175° 44' 18"	165.00'	N25° 35' 17"E	329.77'	506.09'
C6	163° 40' 38"	108.00'	N60° 02' 12"E	213.81'	308.52'

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S0° 05' 28"E	2023.17'
L2	S89° 30' 27"W	930.61'
L3	S0° 29' 33"E	627.34'
L4	S89° 30' 27"W	1360.29'
L5	S0° 08' 53"E	66.45'
L6	S89° 51' 07"W	1394.12'
L7	N0° 29' 33"W	2472.38'
L8	N34° 38' 24"E	527.83'
L9	N89° 30' 27"E	699.16'
L10	N0° 08' 53"W	1264.14'
L11	N88° 36' 07"E	2489.85'

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WH METROPOLITAN DISTRICT NOS. 1-10
WH METROPOLITAN DISTRICT NO. 1 INITIAL DEVELOPMENT
EXHIBIT C-1

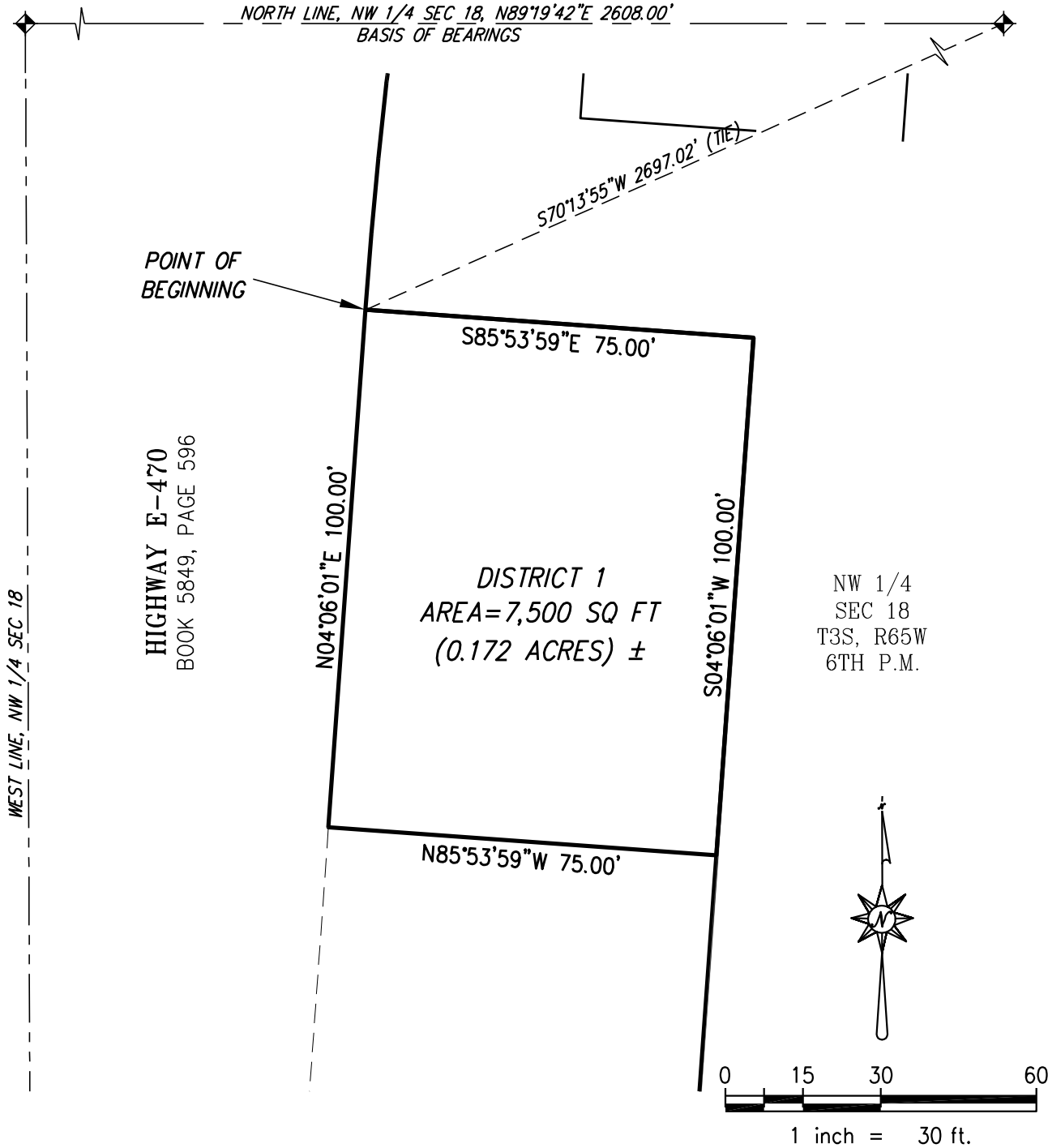
DATE: 5/19/21

SHEET: 2 OF 2

ILLUSTRATION FOR A-2

NW COR SEC 18
#6 REBAR WITH 3-1/4" ALUM. CAP
STAMPED: PLS 24313

POINT OF COMMENCEMENT
N 1/4 CORNER SEC 18
#6 REBAR WITH 2-1/2" ALUM. CAP
STAMPED: PLS 38058



This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.



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WH METROPOLITAN DISTRICT NOS. 1-10
WH METROPOLITAN DISTRICT NO. 1 DIRECTOR PARCEL
EXHIBIT C-1

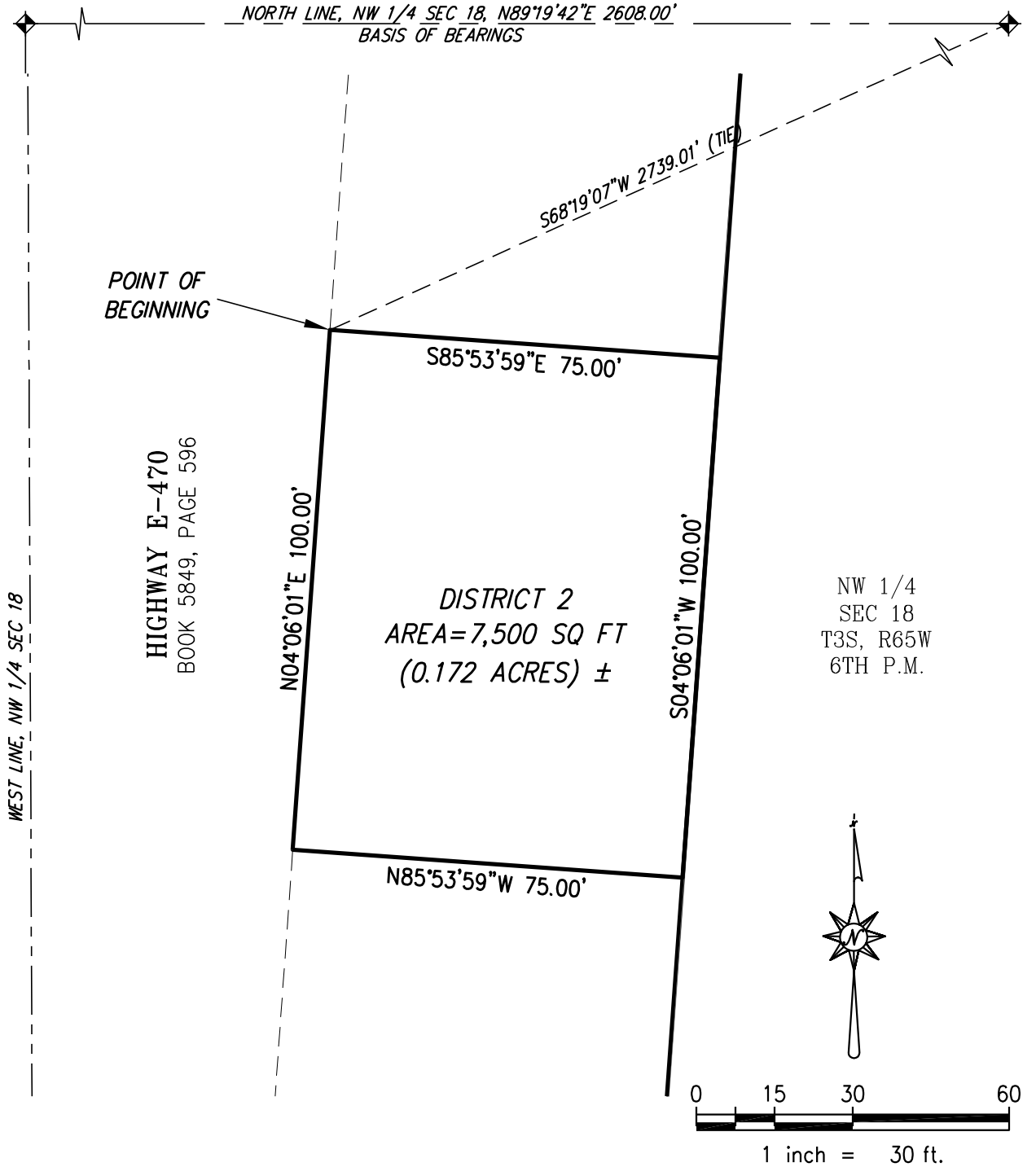
DATE: 5/6/21

SHEET: 1 OF 1

ILLUSTRATION FOR A-3

NW COR SEC 18
#6 REBAR WITH 3-1/4" ALUM. CAP
STAMPED: PLS 24313

POINT OF COMMENCEMENT
N 1/4 CORNER SEC 18
#6 REBAR WITH 2-1/2" ALUM. CAP
STAMPED: PLS 38058



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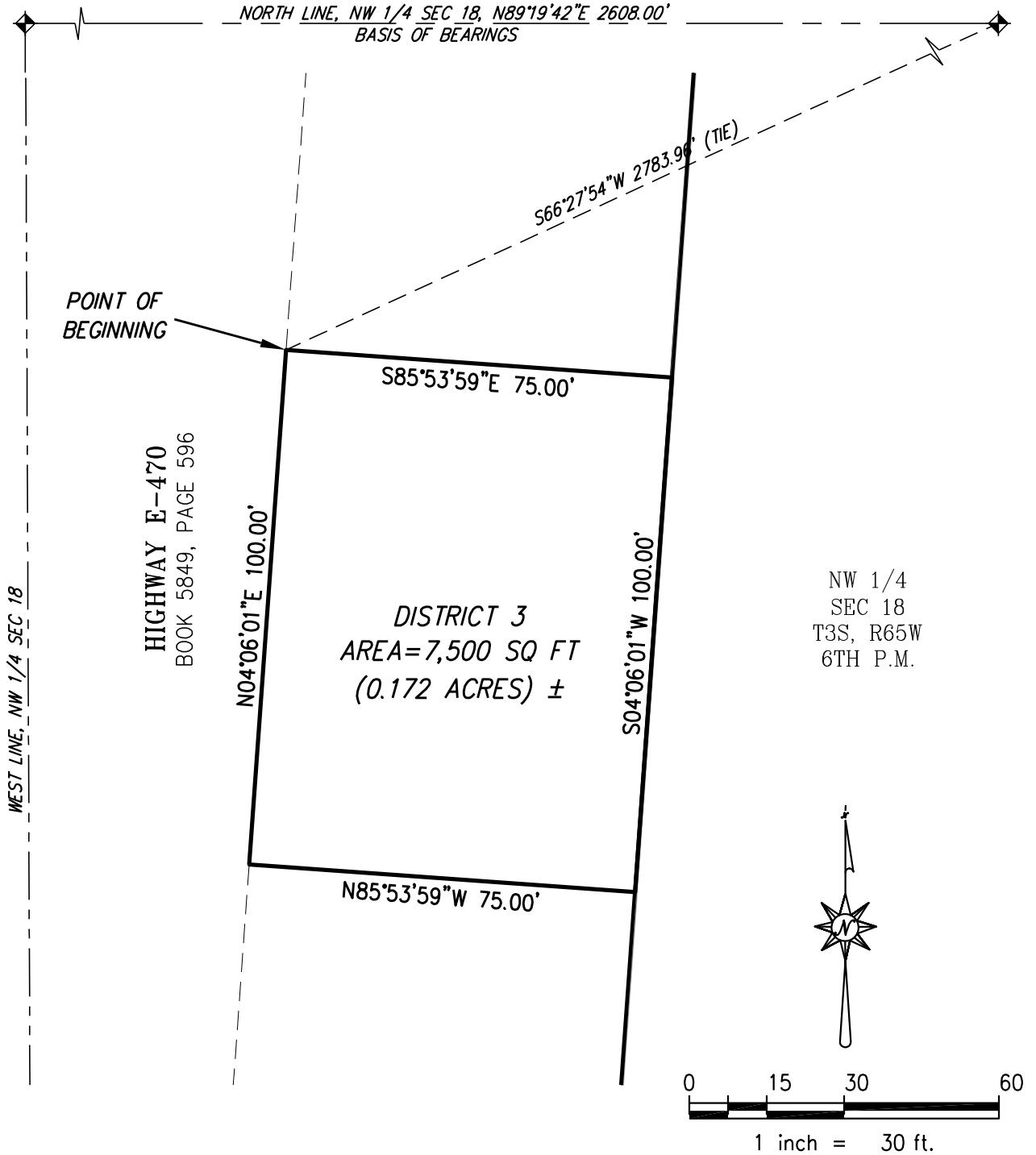
WH METROPOLITAN DISTRICT NOS. 1-10
WH METROPOLITAN DISTRICT NO. 2 DIRECTOR PARCEL
EXHIBIT C-1

DATE: 5/6/21
SHEET: 1 OF 1

ILLUSTRATION FOR A-4

NW COR SEC 18
#6 REBAR WITH 3-1/4" ALUM. CAP
STAMPED: PLS 24313

POINT OF COMMENCEMENT
N 1/4 CORNER SEC 18
#6 REBAR WITH 2-1/2" ALUM. CAP
STAMPED: PLS 38058



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WH METROPOLITAN DISTRICT NOS. 1-10
WH METROPOLITAN DISTRICT NO. 3 DIRECTOR PARCEL
EXHIBIT C-1

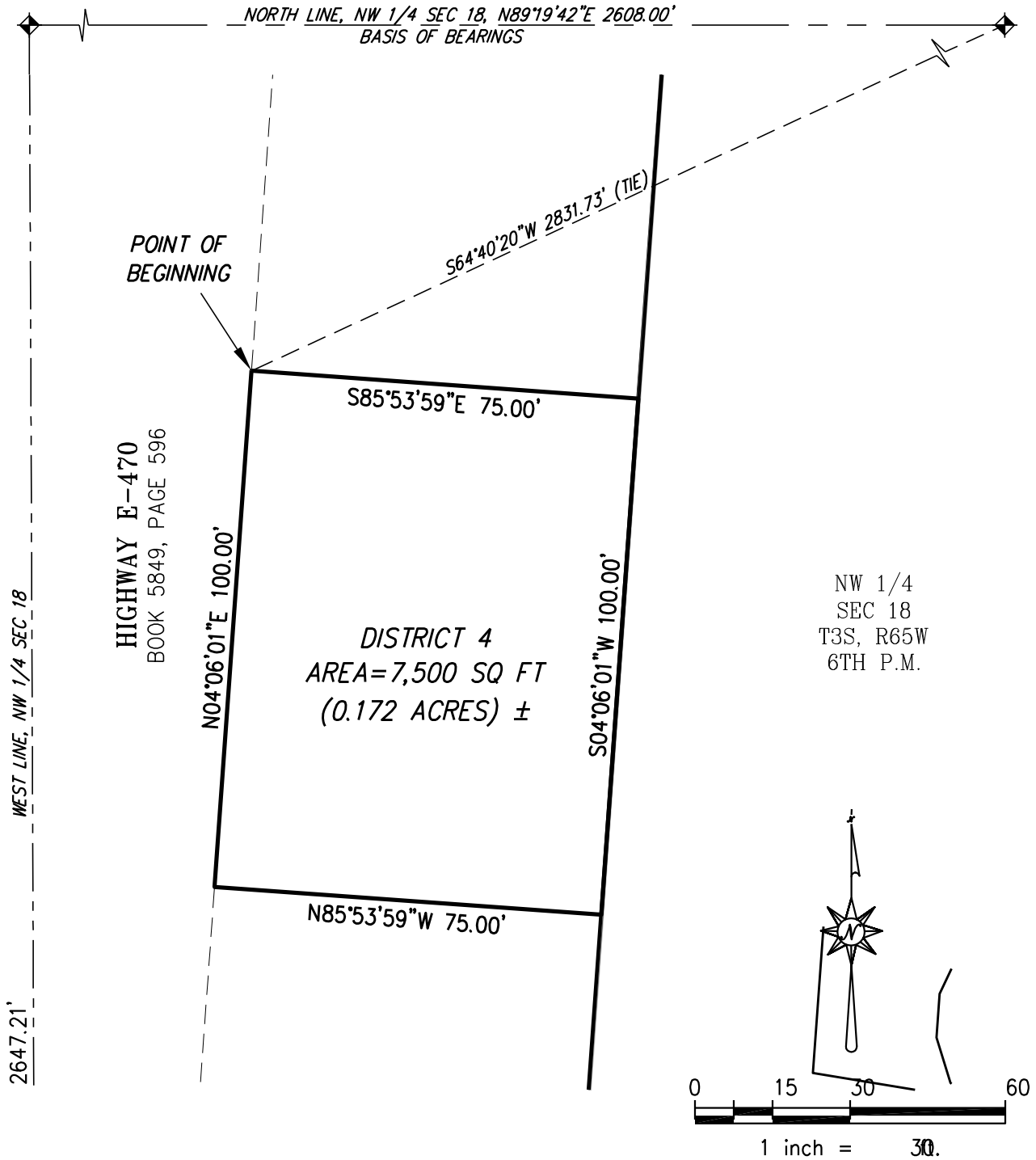
DATE: 5/6/21

SHEET: 1 OF 1

ILLUSTRATION FOR A-5

NW COR SEC 18
#6 REBAR WITH 3-1/4" ALUM. CAP
STAMPED: PLS 24313

POINT OF COMMENCEMENT
N 1/4 CORNER SEC 18
#6 REBAR WITH 2-1/2" ALUM. CAP
STAMPED: PLS 38058



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WH METROPOLITAN DISTRICT NOS. 1-10
WH METROPOLITAN DISTRICT NO. 4 DIRECTOR PARCEL
EXHIBIT C-1

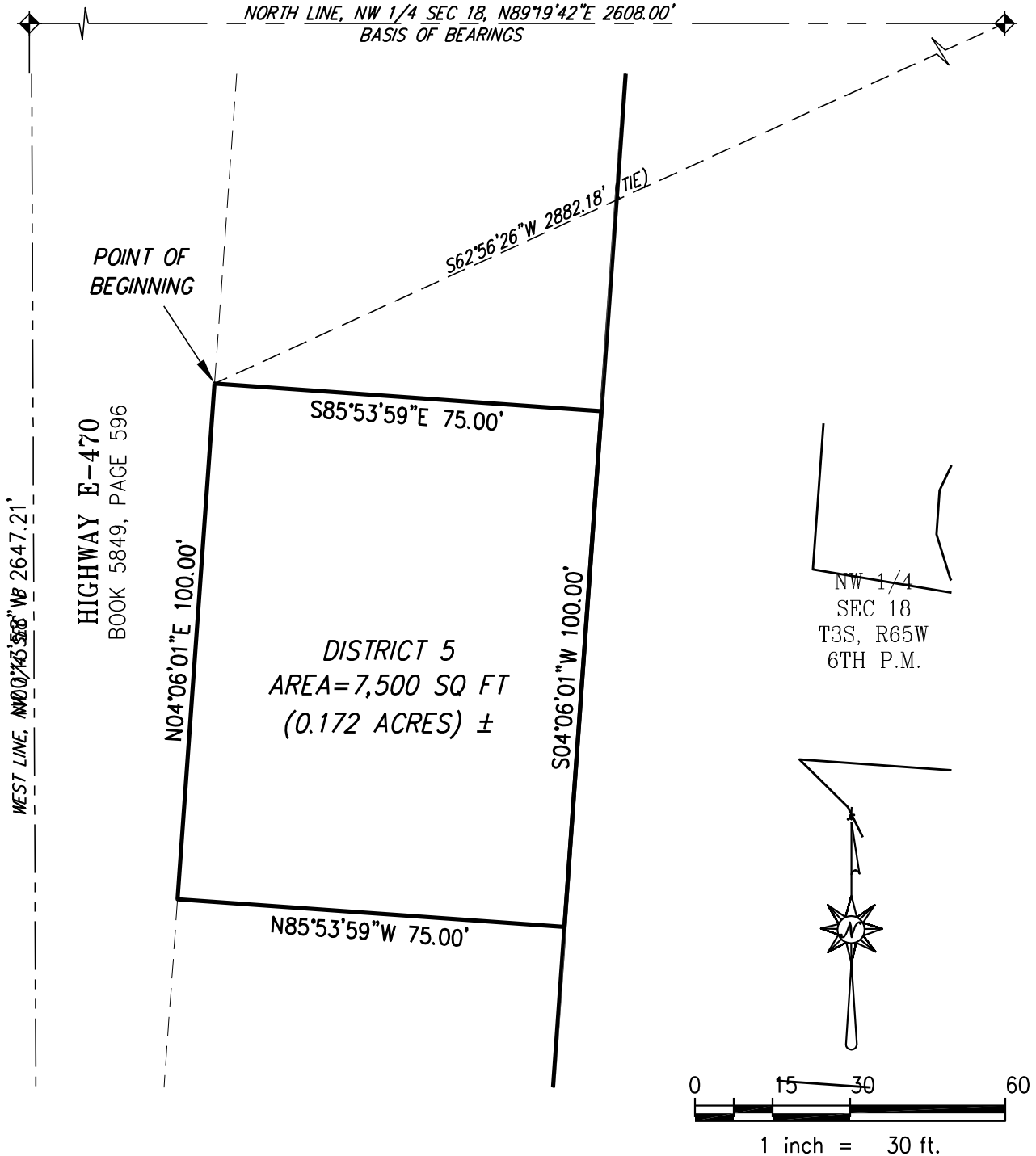
DATE: 5/6/21

SHEET: 1 OF 1

ILLUSTRATION FOR A-6

NW COR SEC 18
#6 REBAR WITH 3-1/4" ALUM. CAP
STAMPED: PLS 24313

POINT OF COMMENCEMENT
N 1/4 CORNER SEC 18
#6 REBAR WITH 2-1/2" ALUM. CAP
STAMPED: PLS 38058



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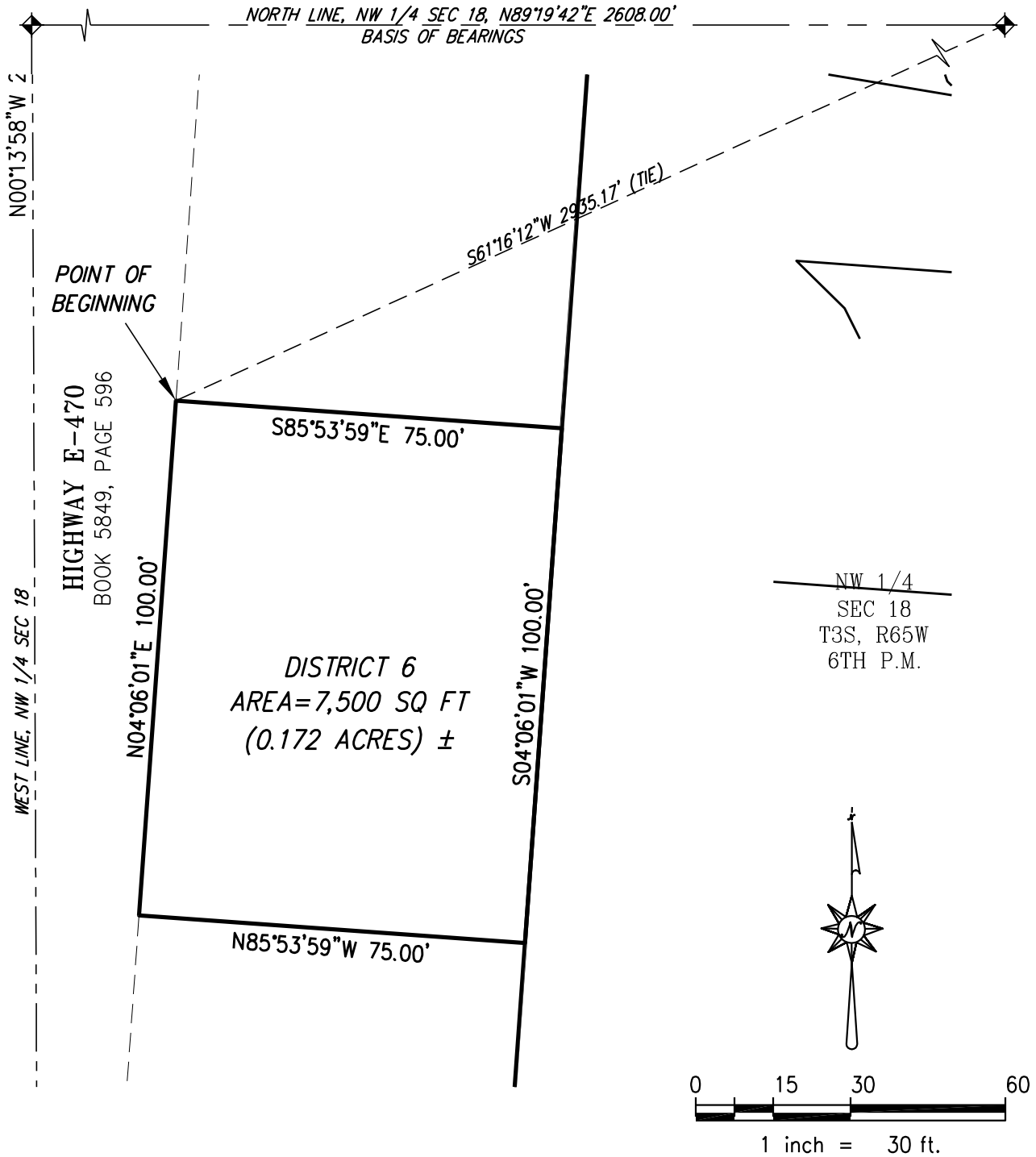
WH METROPOLITAN DISTRICT NOS. 1-10
WH METROPOLITAN DISTRICT NO. 5 DIRECTOR PARCEL
EXHIBIT C-1

DATE: 5/6/21
SHEET: 1 OF 1

ILLUSTRATION FOR A-7

NW COR SEC 18
#6 REBAR WITH 3-1/4" ALUM. CAP
STAMPED: PLS 24313

POINT OF COMMENCEMENT
N 1/4 CORNER SEC 18
#6 REBAR WITH 2-1/2" ALUM. CAP
STAMPED: PLS 38058



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WH METROPOLITAN DISTRICT NOS. 1-10
WH METROPOLITAN DISTRICT NO. 6 DIRECTOR PARCEL
EXHIBIT C-1

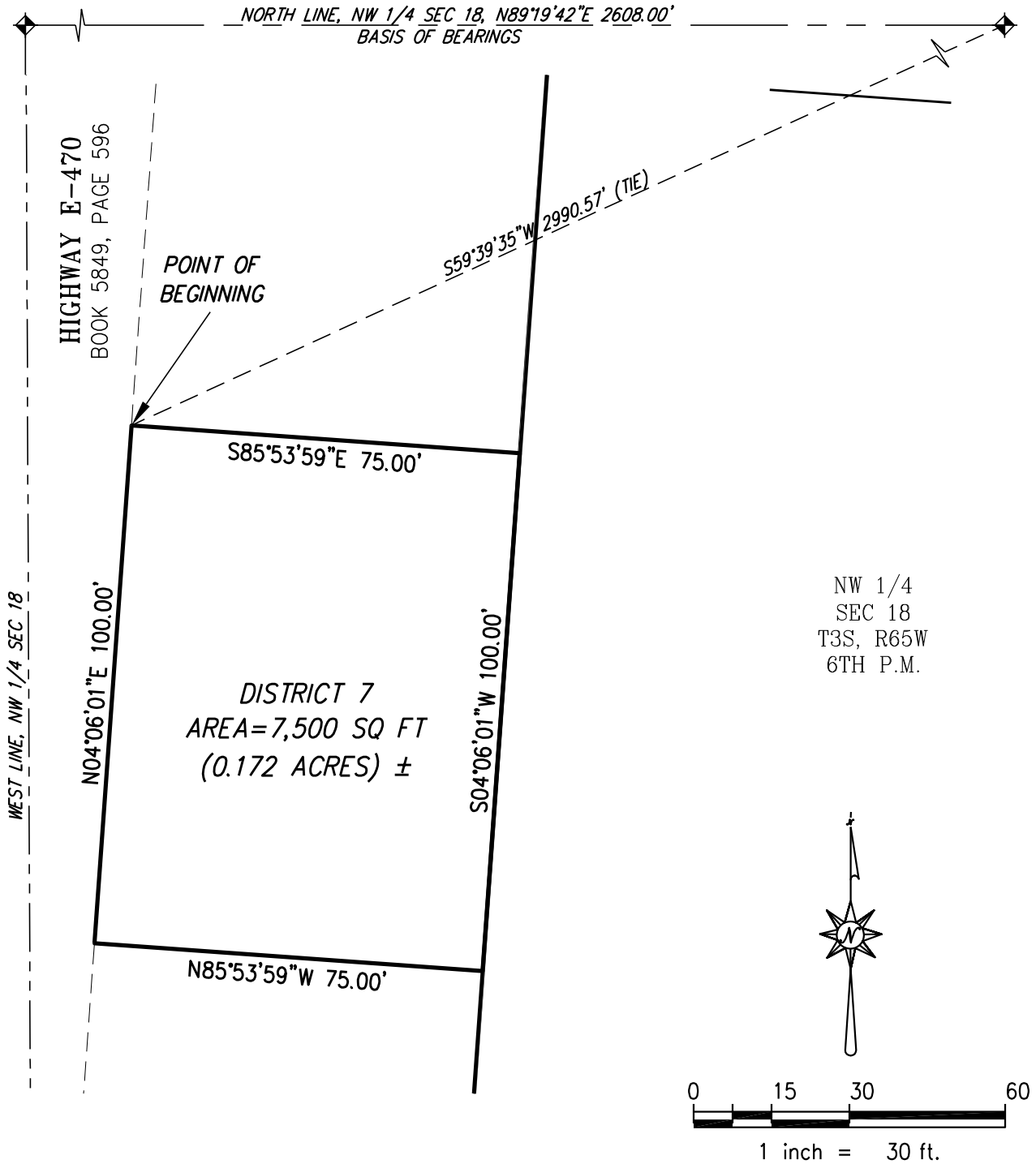
DATE: 5/6/21

SHEET: 1 OF 1

ILLUSTRATION FOR A-8

NW COR SEC 18
#6 REBAR WITH 3-1/4" ALUM. CAP
STAMPED: PLS 24313

POINT OF COMMENCEMENT
N 1/4 CORNER SEC 18
#6 REBAR WITH 2-1/2" ALUM. CAP
STAMPED: PLS 38058



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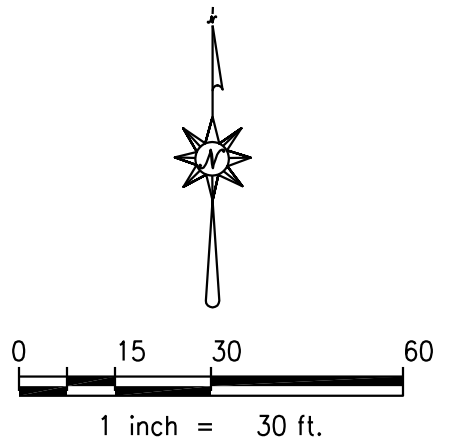
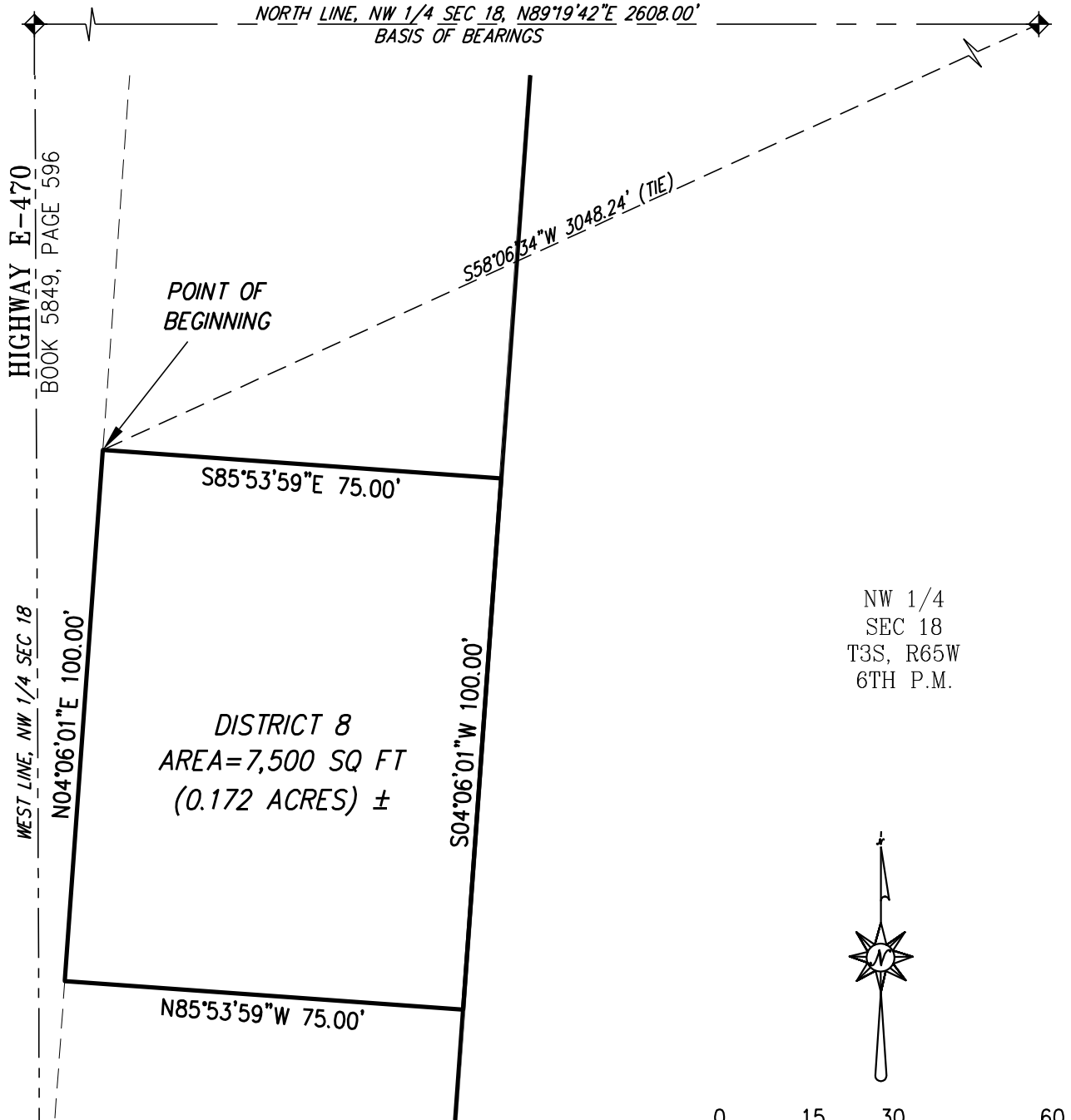
WH METROPOLITAN DISTRICT NOS. 1-10
WH METROPOLITAN DISTRICT NO. 7 DIRECTOR PARCEL
EXHIBIT C-1

DATE: 5/6/21
SHEET: 1 OF 1

ILLUSTRATION FOR A-9

NW COR SEC 18
#6 REBAR WITH 3-1/4" ALUM. CAP
STAMPED: PLS 24313

POINT OF COMMENCEMENT
N 1/4 CORNER SEC 18
#6 REBAR WITH 2-1/2" ALUM. CAP
STAMPED: PLS 38058



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WH METROPOLITAN DISTRICT NOS. 1-10
WH METROPOLITAN DISTRICT NO. 8 DIRECTOR PARCEL
EXHIBIT C-1

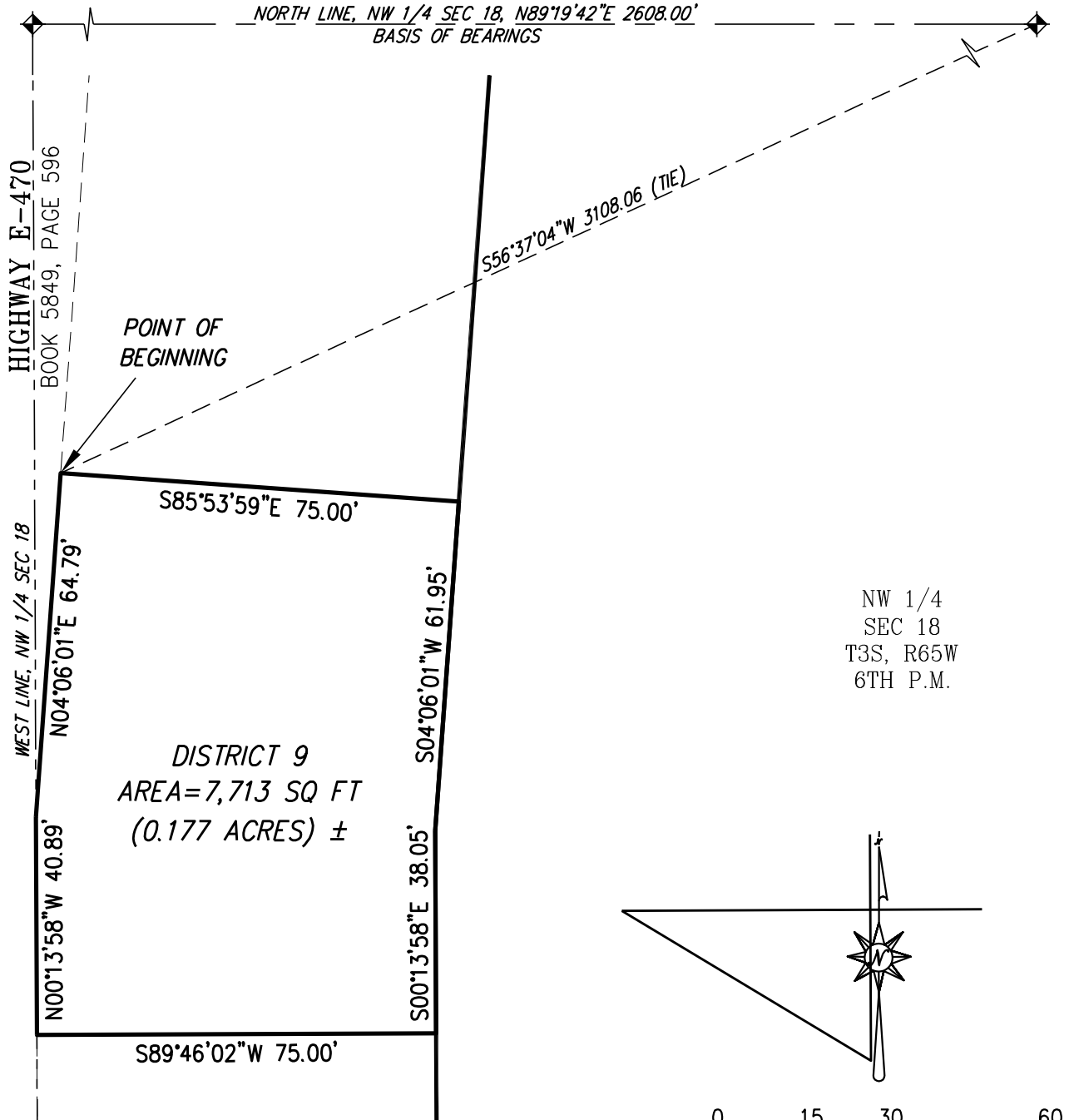
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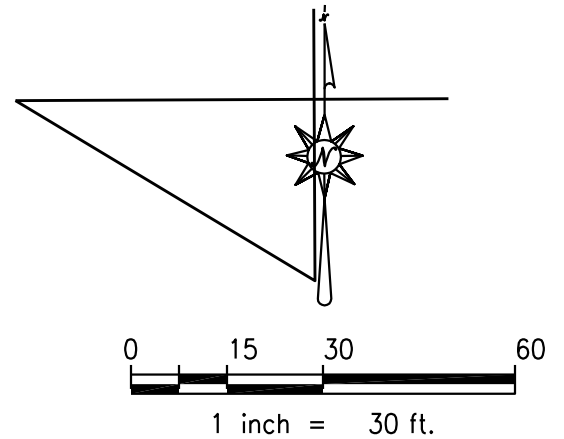
ILLUSTRATION FOR A-10

NW COR SEC 18
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STAMPED: PLS 24313

POINT OF COMMENCEMENT
N 1/4 CORNER SEC 18
#6 REBAR WITH 2-1/2" ALUM. CAP
STAMPED: PLS 38058



NW 1/4
SEC 18
T3S, R65W
6TH P.M.



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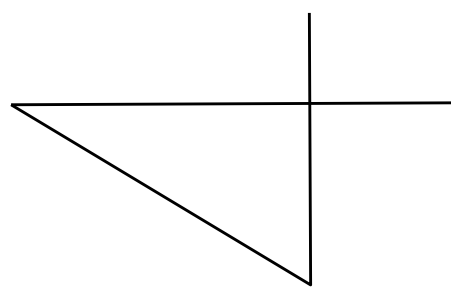
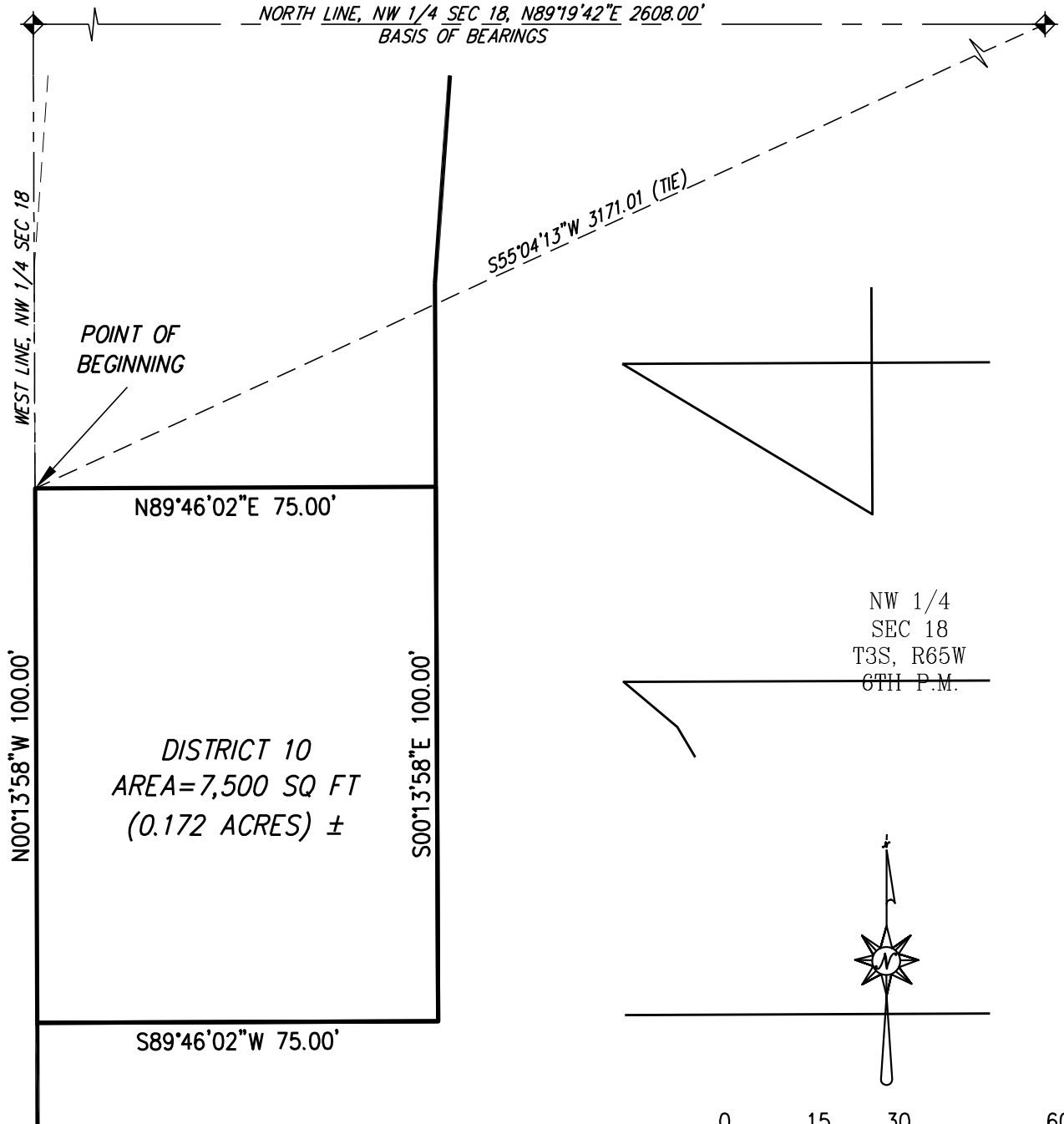
WH METROPOLITAN DISTRICT NOS. 1-10
WH METROPOLITAN DISTRICT NO. 9 DIRECTOR PARCEL
EXHIBIT C-1

DATE: 5/6/21
SHEET: 1 OF 1

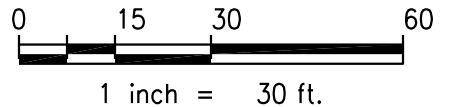
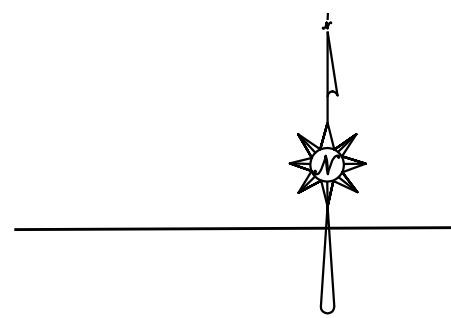
ILLUSTRATION FOR A-11

NW COR SEC 18
#6 REBAR WITH 3-1/4" ALUM. CAP
STAMPED: PLS 24313

POINT OF COMMENCEMENT
N 1/4 CORNER SEC 18
#6 REBAR WITH 2-1/2" ALUM. CAP
STAMPED: PLS 38058



NW 1/4
SEC 18
T3S, R65W
6TH P.M.



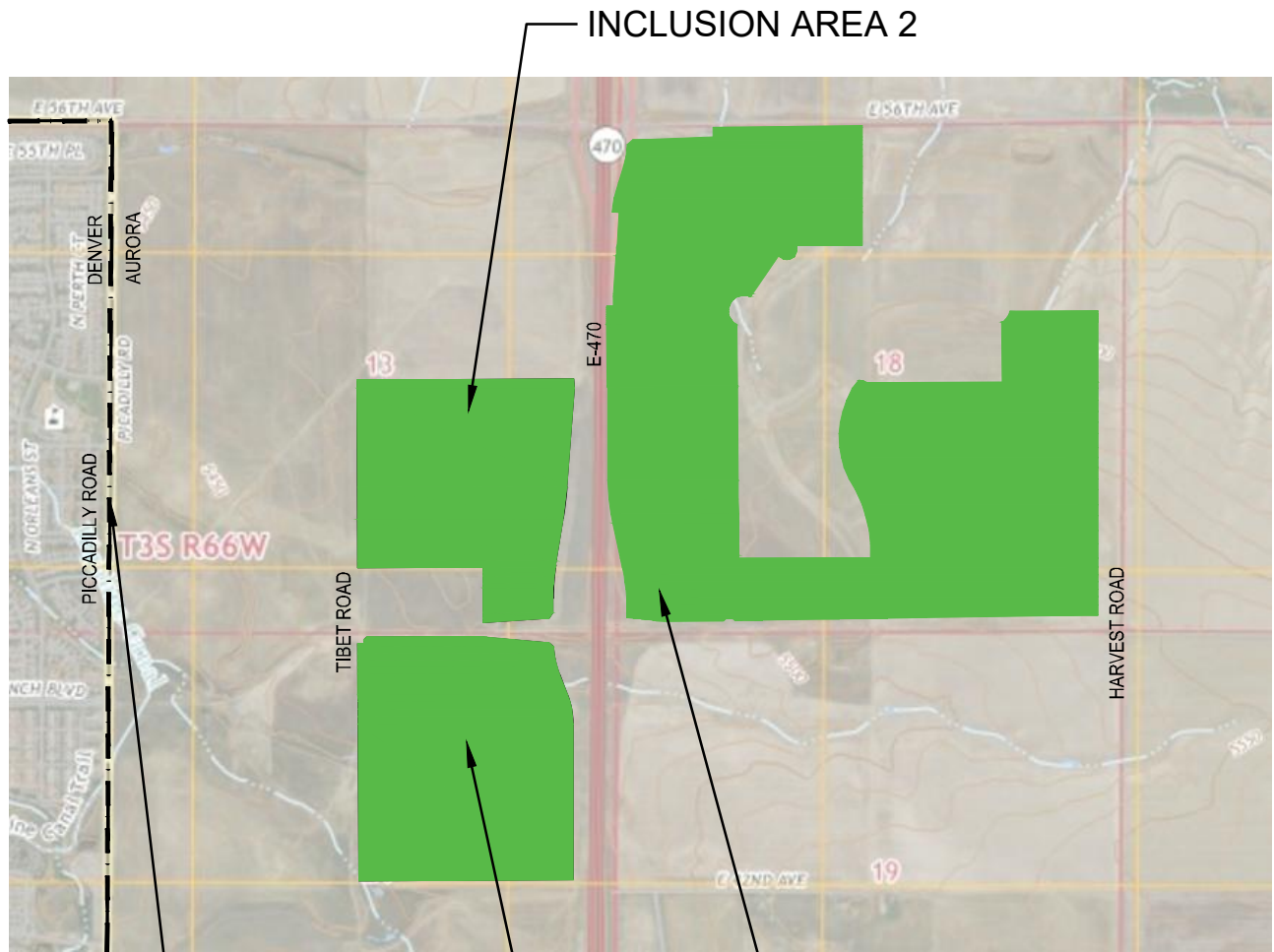
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 <p>MERRICK® 5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111 Telephone: 303-751-0741</p>	WH METROPOLITAN DISTRICT NOS. 1-10 WH METROPOLITAN DISTRICT NO. 10 DIRECTOR PARCEL EXHIBIT C-1	DATE: 5/6/21

EXHIBIT C-2

Inclusion Area Boundary Map

File Location: C:\DEN\Projects\0899-00-Windler Metro District\Design\Exhibits\Vicinity Map - Windler Homestead MD & WH Metro Dis. Nos 1-10.dwg Plot Date: 5/19/2021 6:40 AM Last Saved By: MBERLIN



INCLUSION AREA 2

INCLUSION AREA 1

INCLUSION AREA 3

AURORA / DENVER
CITY LIMIT



SCALE: 1" = 2000'



WH METROPOLITAN DISTRICT NOS. 1-10
INCLUSION BOUNDARY MAP
EXHIBIT C-2

DATE: 5/19/2021

SHEET: 1 OF 1

EXHIBIT D

Intergovernmental Agreement between the Districts and Aurora

**SECOND AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT
BETWEEN**

THE CITY OF AURORA, COLORADO, AND

WH METROPOLITAN DISTRICT NO. 1

AND INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF AURORA, COLORADO, AND

WH METROPOLITAN DISTRICT NOS. 2-10

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 WH METROPOLITAN DISTRICT NOS. 1-10, 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 August 2, 2021 (“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 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 Nine Hundred and Fifty Million Dollars (\$950,000,000).

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. No District shall 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 another District.

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 V.A.1-14 or VII.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 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 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 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 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 appropriate entity, as described above, 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 is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements.

22. Maximum Debt Mill Levy. The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

(a) For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 of the Service Plan; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes

occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

(b) For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

(c) For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 of the Service Plan, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

23. Maximum Debt Mill Levy Imposition Term. The District shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI of the Service Plan. Other than the ARI Mill Levy, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

24. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the Districts: WH Metropolitan District Nos. 1-10
 c/o White Bear Ankele Tanaka & Waldron
 2154 East Commons Avenue, Suite 2000
 Centennial, CO 80122
 Attn: Clint Waldron
 Phone: (303) 858-1800
 Fax: (303) 858-1801

To the City: City of Aurora
15151 E. Alameda Pkwy., 5th Floor
Aurora, CO 80012
Attn: Daniel Brotzman, City Attorney
Phone: (303) 739-7030
Fax: (303) 739-7042

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

25. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

26. Assignment. 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.

WH METROPOLITAN DISTRICT NOS. 1-10

By: _____
President

Attest:

Secretary

CITY OF AURORA, COLORADO

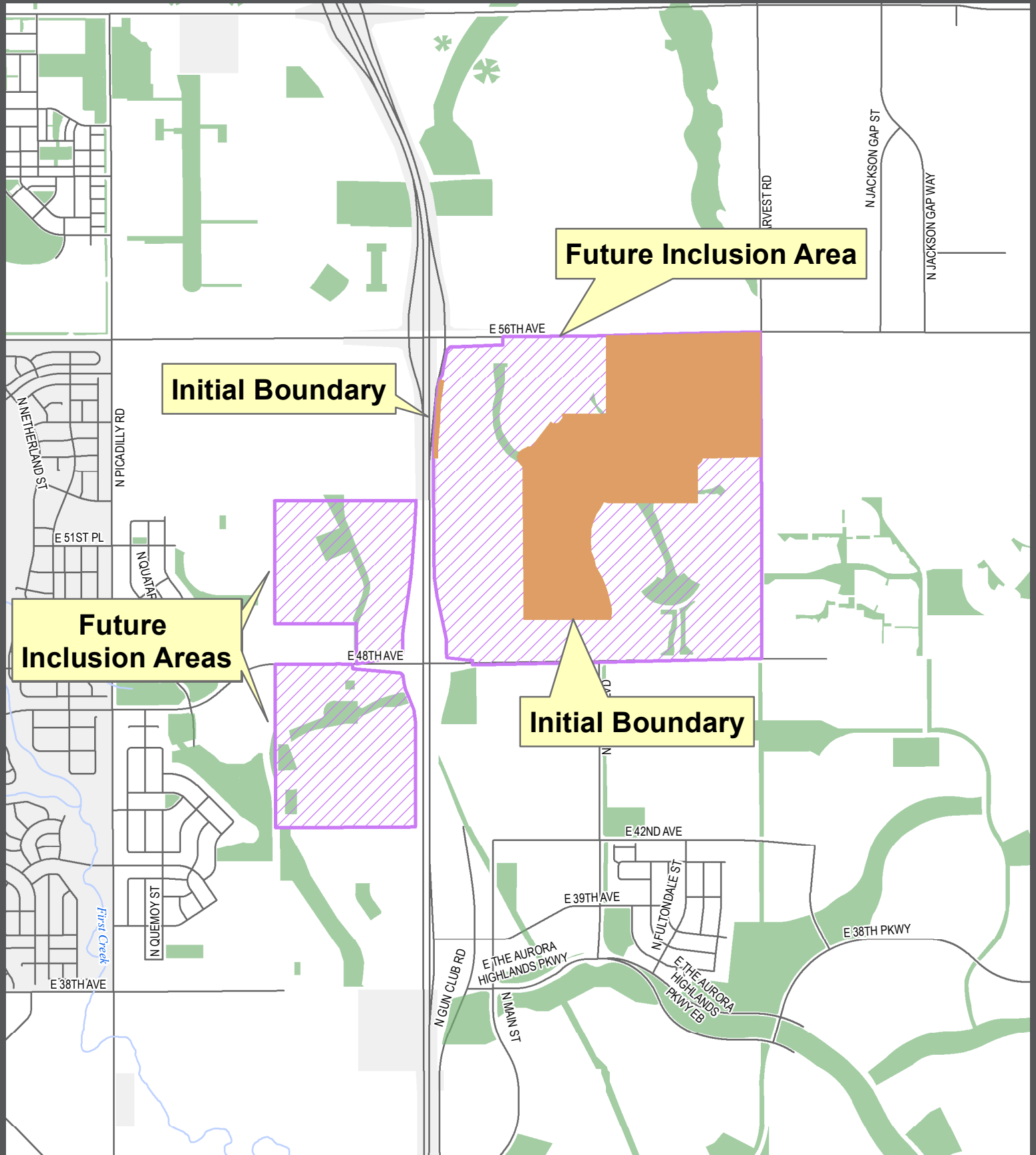
By: _____
MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

BRIAN J. RULLA, Assistant City Attorney



Planning & Development Services

15151 E. Alameda Parkway
 Aurora CO 80012 USA
 AuroraGov.org
 303.739.7250
 GIS@auroragov.org

City of Aurora, Colorado

WH Metropolitan Districts Nos. 1-10

Vicinity Map

June 14, 2021



Legend

- WH Metropolitan Districts Nos. 1-10
- Future Inclusion Areas
- Creeks
- Parks and Open Space
- Other Jurisdictions

Miles
 0 0.175 0.35

MANAGEMENT AND FINANCE POLICY COMMITTEE MEETING
June 22, 2021

TITLE 32 METROPOLITAN DISTRICTS

Summary of Issue and Discussion

Cesarina Dancy, Development Project Manager introduced the proposed service plans. In 2004, the City adopted a model service plan for Title 32 Metropolitan Districts with the intent that any proposed service plan for a new metropolitan district will be compliant with the model. The model service plan provides the following key features:

1. Maximum debt mill levy of 50 mills
2. Maximum term for debt repayment of 40 years
3. Agreement to impose the Aurora Regional Improvements (ARI) mill levy.

For the November 2021 cycle, eight new districts are proposed. All of the proposed districts are fully compliant with the current model with one exception (WH Nos. 1-10).

Proposed Service Plans:

- A. Blue Eagle Metropolitan Districts Nos. 1-5
 - a. Location – West of N Hudson Road between E 26th Avenue and E Colfax Avenue
 - b. Size – 406 acres (additional 114 acres for inclusion area)
 - c. Type of District – Commercial
 - d. Debt Limit - \$200,000,000
 - e. Current Development Status – Vacant Property

- B. Buckley Yard Metropolitan Districts Nos. 1-2
 - a. Location – Southeast corner of E Alameda Drive and S Airport Boulevard
 - b. Size – 37 acres
 - c. Type of District – Residential
 - d. Population Projection: 598
 - e. Debt Limit - \$16,000,000
 - f. Current Development Status – Vacant Property

- C. East Bend Metropolitan District
 - a. Location – Southeast corner of S Andes Circle and S Tower Road
 - b. Size – .352 acres (additional 9.969 acres for inclusion area)
 - c. Type of District – Residential
 - d. Population Projection: 230
 - e. Debt Limit - \$5,000,000
 - f. Current Development Status – Vacant Property

- D. Marquest Airport Park Metropolitan District
 - a. Location – Southwest corner of E 56th Avenue and N Hayesmount Road
 - b. Size – 157.3 acres
 - c. Type of District – Commercial and Industrial

- d. Debt Limit - \$80,000,000
- e. Current Development Status – Vacant Property

E. The Overlook at Kings Point South Metropolitan District

- a. Location – East of E-470 and West of Arrowshaft Trail
- b. Size – 103.21 acres
- c. Type of District – Residential- Population Projection: 609
- d. Debt Limit - \$65,000,000
- e. Current Development Status – Vacant Property

F. Villages at Murphy Creek Metropolitan District No. 3

- a. Location – Southeast corner of Harvest Road and Yale Avenue
- b. Size – .037 acres (additional 208.588 acres for inclusion area)
- c. Type of District – Residential- Population Projection: 3,712
- d. Debt Limit - \$70,000,000
- e. Current Development Status – Vacant Property

G. Villages at Murphy Creek Metropolitan District No. 4

- a. Location – Southeast corner of Harvest Road and Yale Avenue
- b. Size – 208 acres
- c. Type of District – Residential- Population Projection: 3,712
- d. Debt Limit - \$70,000,000
- e. Current Development Status – Vacant Property

H. WH Metropolitan Districts Nos. 1-10 (No. 1 Amended and Restated; Nos. 2-10 consolidated)

- a. Location – South of E 56th Avenue, West of Harvest Road, and East of N Picadilly Road
- b. Size – 236 acres (additional 627 acres for inclusion area)
- c. Type of District – Mixed Use/Residential- Population Projection: 5,625
- d. Debt Limit - \$950,000,000
- e. Current Development Status – Vacant Property
- f. Deviation from model: Requesting the ARI mill levy deviate from the model of increasing the number of mills collected over time from 1-5 mills to 5 mills being collected starting year 1. This change will require approval by ordinance.

Does the Committee wish to forward these items to the July 19, 2021 study session?

Committee Discussion

Council Member Gardner (CM): One of my questions was on East Bend Metro District. Can you tell me what type of product that is? It looks like it's residential, but is it a single family? I didn't pick up on that.

C. Dancy: That's a good question. I don't know that information has been provided to us yet. It appears to be possibly paired home product. That I would certainly divert to the developer or the legal counsel if they have more information on that.

E. Cortese: I'm here with Megan Becher and I can answer that question. It's 72 lots. I'm filling in for general counsel who is typically here. So, it's a small subdivision but it's managing the assets of single family residential with 72 lots.

CM Gardner: Okay thank you. CM Gruber do you have any questions?

CM Gruber: Yes, I do. I would like to review several of the Villages at Murphy Creek. You're probably aware that we've had discussions every time we've added to Murphy Creek. The community has raised questions, so I would like to know whether or not the people within this metro district will be sharing resources with the other districts swimming pool and things like that. I don't know who's here to address Murphy Creek. Do we have anyone here doing that?

C. Dancy: We should have counsel from Murphy Creek. Perhaps not. I can certainly follow up CM Gruber and get that answered for you.

CM Gruber: Okay. So, during other discussions on Murphy Creek metro districts. You may remember that Murphy Creek was a single metro district they divided. There were questions about debt and who's responsible for the debt on either side of Jewell Avenue. I believe that was resolved. There was another metro district established following those discussions, that kicked off a discussion about amenities the general Murphy Creek amenities, and how those amenities will be used and questions as to whether or not the amenities within the general Murphy Creek were large enough to support the growth. Some of the existing residents said those amenities were already fully occupied such as the swimming pool, the clubhouse, and so on. That adding additional people without increasing amenities for those people would create stress and impact housing values and things like that within the rest of the community. So, my specific questions are on Villages at Murphy Creek District No.3 and Villages at Murphy Creek Metro District No. 4. My question is whether or not those will bring their own amenities? Whether or not those will be restricted from using the other amenities, and how that will play out?

C. Dancy: Elisabeth, I just noticed that Paula was unable to attend, and she said that you could answer questions on Murphy Creek as well.

E. Cortese: Yes. Sorry I was having difficulty getting my mute to unmute. The concept here is that because the projected build out for the builders at Murphy Creek is such an extended build out and it's such a large area. That by having multiple districts it allows for the improvements to be paid for and development to pay its own way as the build out proceeds. So, you don't have one district with one group of people paying for the entire process throughout. So, the service plans allow for there to be in our governmental agreements, as do the statues for the districts to work together if they want to. But they are not necessarily required to either. Each has its own separate entity.

CM Gruber: Okay, I understand that part. I understand that metro districts will be independent governments, it will have an independent governance per metro district. I understand that and I understand how the metro district will pay their own way. The question is whether or not Murphy Creek in general, the large enterprise of Murphy Creek and all of the metro districts, or only a

subset currently shares the swimming pool and the clubhouse. So, my specific question is will these additional metro districts that are going in have access to those? Will they be included as members of the existing amenities, or whether not these districts will create their own amenities independent of what already exists at Murphy Creek?

E. Cortese: Okay, I'm sorry. I misunderstood the question. I will need to get back on that and get that answer. So, we can follow up and can send an email, but we can get that information for you how the amenities are working. I apologize that I don't have that answer.

CM Gruber: If we move this forward and frankly CM Gardner, I'm good with moving this forward. But I do think we need that area documented prior to arriving to Study Session. So, it can be included in the Study Session read ahead, so that they can allay the concerns of some of the questions that we can pretty much bet will arise.

E. Cortese: Absolutely, we can get you that information.

C. Dancy: Elisabeth, if I could make a suggestion. I would suggest we revise the transmittal letter that was submitted to include that information and then we can attach that to the Study Session packet. That way all the information is from one place.

E. Cortese: Perfect.

CM Gruber: Thank you. I have no further questions.

CM Gardner: Okay, so I guess with that all being said. It sounds like CM Gruber you're okay moving this forward assuming you're able to get this information by the Study Session.

CM Gruber: Yes, I am.

CM Gardner: Okay, I'm okay with that as well. So, we will move this forward.

Outcome

The Committee recommended the item move forward to Study Session.

Follow-up Action

Staff will forward the item to July 19, 2021 Study Session.

ORDINANCE NO. 2021-__

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA,
COLORADO APPROVING THE SECOND AMENDED AND RESTATED SERVICE PLAN
FOR WH METROPOLITAN DISTRICT NO. 1 AND CONSOLIDATED SERVICE PLAN
FOR WH METROPOLITAN DISTRICT NOS. 2-10 AND AUTHORIZING THE EXECUTION
OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA,
COLORADO AND THE DISTRICTS

WHEREAS, pursuant to Section 32-1-204.5, C.R.S., as amended, and Section 122-29 of the City Code, a Second Amended, Restated, and Consolidated Service Plan (the "Second Amended, Restated, and Consolidated Service Plan") for WH Metropolitan District No. 1 and WH Metropolitan Districts 2-10 (the "Districts") has been submitted to the City Council (the "City Council") of the City of Aurora, Colorado (the "City"); and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, and Chapter 122 of the City Code, the City Council is to hold a public hearing on the Second Amended, Restated, and Consolidated Service Plan for the Districts; and

WHEREAS, notice of the hearing before the City Council was duly published in the *Aurora Sentinel*, a newspaper of general circulation within the City, as required by law, and mailed to all interested persons, the Division of Local Government, and the governing body of each municipality and title 32 district that has levied an ad valorem tax within the next preceding tax year and that has boundaries within a radius of three miles of the District; and

WHEREAS, the 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, the petitioners for the Districts have determined that the imposition of the ARI mills as defined by City Code §122-26 is not sufficient to provide the bonding capacity necessary to fund the improvements within the Districts' boundaries; and

WHEREAS, the Second Amended, Restated, and Consolidated Service Plan defines the applicable ARI Mill Levy as 5 mills if the Districts have executed an ARI Authority Establishment Agreement or such lesser amount as is necessary to satisfy any debt issued by such ARI Authority; and

WHEREAS, the Districts intend to enter into an ARI Authority Establishment Agreement within one (1) year of the passage of this ordinance; and

WHEREAS, the Second Amended, Restated, and Consolidated Service Plan provides that the ARI Mill Levy will revert to amounts defined in City Code §122-26 if the Districts have not executed an ARI Establishment Agreement within one (1) year following the date of the approval of the Second Amended, Restated, and Consolidated Service Plan; and

WHEREAS, the City Council previously approved the Amended and Restated Service Plan for WH Metropolitan District No. 1 on June 28, 2021 which provided for the change in the ARI Mill Levy; and

WHEREAS, the petitioners for the Districts wish to consolidate the Amended and Restated Service Plan for WH Metropolitan District No. 1 with the newly proposed WH Metropolitan District Nos. 2-10; and

WHEREAS, the newly proposed WH Metropolitan District Nos. 2-10 will serve the same geographic area that WH Metropolitan District No. 1 currently serves, and will allow for a phased approach to the development; and

WHEREAS, the City Council has considered the Second Amended, Restated, and Consolidated Service Plan and all other testimony and evidence presented at the hearing; and

WHEREAS, the City Council finds that the Second Amended, Restated, and 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, Restated, and Consolidated Service Plan for the Districts have been fulfilled and that notice of the hearing was given in the time and manner required by law and that City Council has jurisdiction to act on the Second Amended, Restated, and 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 to be included in the Districts has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;
- e. Adequate service is not, or will not be, available to the area through the City, Adams County, or other existing municipal or quasi-municipal corporations, including other existing title 32 districts, within a reasonable time and on a comparable basis;
- f. The facility and service standards of the Districts are compatible with the facility and service standards of the City;
- g. The proposed Second Amended, Restated, and 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, Restated, and 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 Districts will be in the best interests of the area proposed to be served.

Section 3. The City Council hereby approves the Second Amended, Restated, and Consolidated Service Plan for the Districts as submitted.

Section 4. The ARI Mill Levy defined in this Service Plan applies only to the WH Metropolitan District No. 1. and WH Metropolitan Districts 2-10. In all other instances the definition of ARI Mill Levy in City Code §122-26 shall remain in full force and effect.

Section 5. The Districts shall not be authorized to incur any bonded indebtedness until such time as the Districts have approved and executed the IGA.

Section 6. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this ordinance shall be by reference, utilizing the ordinance title.

Section 7. A certified copy of this ordinance shall be submitted to the petitioners for the Districts for the purpose of filing in the District Court of Adams County.

Section 8. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Ordinance, are hereby rescinded.

Section 9. Future amendments to the Intergovernmental Agreement Between the City and the Districts as well as amendments to the Second Amended, Restated, and Consolidated Service Plan shall be by resolution.

INTRODUCED, READ AND ORDERED PUBLISHED this ____ day of _____, 2021.

PASSED AND ORDERED PUBLISHED this ____ day of _____, 2021.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM: *CMcK*



BRIAN J. RULLA, Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: A Resolution to Approve the Blue Eagle Nos. 1-5 Metropolitan District Service Plan
Item Initiator: Cesarina Dancy, Development Project Manager, Office of Development Assistance
Staff Source/Legal Source: Cesarina Dancy, Development Project Manager, Office of Development Assistance/ Brian Rulla, Assistant City Attorney
Outside Speaker:
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 7/19/2021

Regular Meeting: 8/9/2021

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

- Approve Item as proposed at Study Session Information Only
- Approve Item and Move Forward to Regular Meeting
- Approve Item as proposed at Regular Meeting
- Approve Item with Waiver of Reconsideration
Why is a waiver needed?

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 6/22/2021

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

- Recommends Approval Does Not Recommend Approval
- Forwarded Without Recommendation Recommendation Report Attached
- Minutes Attached Minutes Not Available
-

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

In 2004, the City adopted a model service plan for Title 32 Metropolitan District with the intent that any proposed service plan for a metropolitan district will be compliant with the model. The model service plan provides the following key features:

1. Maximum debt mill levy of 50 mills
2. Maximum term for debt repayment of 40 years,
3. Agreement to impose the Aurora Regional Improvements (ARI) mill levy.

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

A Service Plan for the Blue Eagle Metropolitan Districts 1-5 has been submitted for the November 2021 election cycle. The proposed districts are located West of N Hudson Road between E 26th Avenue and E Colfax Avenue (vicinity map attached). The districts are to serve a 406 acre (additional 114 acres for inclusion area) commercial development.

The proposed Blue Eagle Metropolitan Districts Nos. 1-5 service plan and IGA attached are in compliance with the model.

QUESTIONS FOR COUNCIL

Does Council wish to move this item forward to the August 9, 2021 Regular Council Meeting?

LEGAL COMMENTS

Section 32-1-204.5(1), C.R.S. provides that no special district shall be organized if its boundaries are wholly contained within the boundaries of a municipality, except upon adoptions of a resolution of approval by the governing body of such municipality.

Chapter 122 of the City Code establishes the procedure by which the proponents of a special district may seek approval for their district from the City. Section 122-32 of the City Code requires that the City Council conduct a public hearing regarding approval of the proposed district and its service plan. Thereafter, the City Council shall adopt a resolution (1) approving the service plan without conditions or modifications; (2) disapproving the service plan; or (3) conditionally approving the service plan subject to the submission of information relating to, or the modification of, the service plan. (City Code Section. 122-35).

Section 122-30(21) further requires that the special district enter into a written agreement with the City. The proposed Intergovernmental Agreement satisfies the requirements set forth therein. As the proposed Agreement is with another governmental entity, a resolution is required to authorize its execution. (City Charter Section 10-12.)

(Rulla)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: Approval of these districts will allow the cost of providing infrastructure and certain operating costs to be passed on to the district property owners via metropolitan district taxes and fees. The debt service will be paid by metropolitan district property taxes.

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: Title 32 Metropolitan Districts have the authority to levy a property tax within the boundaries of the District. Approval of these districts will provide a mechanism for the developer to finance infrastructure for new development by recovering the associated costs through metropolitan district taxes.

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June 7, 2021

City of Aurora
Office of Development Assistance
Attn: Cesarina Dancy
15151 E. Alameda Parkway, Suite 5200
Aurora, CO 80012

RE: Blue Eagle Metropolitan District Nos. 1-5

Dear Ms. Dancy:

Enclosed for review by the City of Aurora (the “**Aurora**”) is the proposed Service Plan (the “**Proposed Service Plan**”) for Blue Eagle Metropolitan District Nos. 1-5 (the “**Districts**”). Contact information for the relevant parties is as follows:

Legal Counsel

Blair M. Dickhoner, Esq.
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2154 E. Commons Avenue, Suite 2000
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Petitioner/Property Owner

Fischahs, LLC
Attn: John L. Tyler, Jr. S.E.C.
Cherry Creek Partners, LLC
288 Clayton St. #303
Denver, CO 80206
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Jtyler1031@cherrycreekpartners.com

The Proposed Service Plan is being submitted as a single service plan for the yet to be organized Districts. The Districts will service a mixed use development consisting of commercial property (the “**Project**”). There will be no residential development served by the Districts. It is the petitioner’s understanding that Aurora does not consider it feasible or practicable to provide the services or facilities necessary to support the Project. There are currently no other governmental entities located in the immediate vicinity of the Districts that have either the ability or desire to undertake the design, financing, and construction of the public improvements needed for the Project. Formation of the Districts is necessary in order that the public improvements be provided in the most efficient and economical manner possible. The Petitioner met with the Aurora Planning Department on May 13, 2021, to discuss the status and future development plans for the Project.

In compliance with Aurora City Code Sec. 122-26 – 122-36, the Proposed Service Plan complies with the form and content of Aurora’s current model service plan and the Proposed Service Plan is an exact copy of the appropriate Aurora model service plan and any and all changes from the model are clearly identified in tracked changes.

The debt limits reported in Section V.A.10 (Total Debt Issuance Limitation) and VII.A (Financial Plan – General) do include any debt associated with regional improvements as described in the last sentence of VI.C.

Name of Metro District	Public Improvements	Debt Limit	Debt Limit Includes ARI?	ARI Debt Limit	Total Debt Capacity	Organizing and Operating Reimbursement	1 st Year Operating and Maintenance
(Location in Service Plan)	V.B	V.A.10	Transmittal Letter	VI.C	Calculate	VII.I	VIII.I
Blue Eagle Metropolitan District No. 1	\$41,946,387	\$200,000,000	Yes	\$200,000,000	\$200,000,000	\$250,000.00	\$100,000
Blue Eagle Metropolitan District No. 2	\$41,946,387	\$200,000,000	Yes	\$200,000,000	\$200,000,000	\$250,000.00	\$100,000
Blue Eagle Metropolitan District No. 3	\$41,946,387	\$200,000,000	Yes	\$200,000,000	\$200,000,000	\$250,000.00	\$100,000
Blue Eagle Metropolitan District No. 4	\$41,946,387	\$200,000,000	Yes	\$200,000,000	\$200,000,000	\$250,000.00	\$100,000
Blue Eagle Metropolitan District No. 5	\$41,946,387	\$200,000,000	Yes	\$200,000,000	\$200,000,000	\$250,000.00	\$100,000
Totals	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Should you have any questions or concerns regarding this letter or the Proposed Service Plan, please do not hesitate to contact me at your earliest convenience.

Sincerely,

WHITE BEAR ANKELE TANAKA & WALDRON



Blair M. Dickhoner, Esq.

cc: John Tyler
Dan Conway

Enclosure

**SERVICE PLAN
FOR
BLUE EAGLE METROPOLITAN DISTRICT NOS. 1-5
CITY OF AURORA, COLORADO**

Prepared

by

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law
2154 East Commons Avenue, Suite 2000
Centennial, CO 80122
(303) 858-1800

Approved: _____, 2021

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LIST OF EXHIBITS

EXHIBIT A	Legal Descriptions
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. 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 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 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.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Approved Development Plan: means a Framework Development Plan or other process established by the City for identifying, among other things, Public Improvements necessary for facilitating development for property within the Service Area as approved by the City pursuant to the City Code and as amended pursuant to the City Code from time to time.

ARI or Regional Improvements: means Aurora Regional Improvements.

ARI Authority: means one or more Authorities established by an ARI Authority Establishment Agreement.

ARI Establishment Agreement: means an intergovernmental agreement establishing an ARI Authority which has, at minimum, Title 32 special districts from three (3) or more Approved Development Plan areas as parties to the Agreement.

ARI Master Plan: means one or more master plans adopted by an ARI Authority establishing Regional Improvements which will benefit the taxpayers and service users of the districts which constitute such ARI Authority, which master plan will change from time to time.

ARI Mill Levy: means the following:

A. For districts with property within their boundaries developed with any residential uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the

ARI Master Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20th) year; and (ii) shall be five (5) mills from the twenty-first (21st) year through the fortieth (40th) year or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs; and (iii) for an additional ten (10) years, the mill levy shall be equal to the average debt service mill levy imposed by such district in the ten (10) years prior to the date of repayment of the debt incurred for Public Improvements other than Regional Improvements; and

B. For districts with property within their boundaries developed solely for commercial uses means the mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (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.

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 Blue Eagle Metropolitan District No. 1 through 5.

District No. 1: means the Blue Eagle Metropolitan District No. 1.

District No. 2: means the Blue Eagle Metropolitan District No. 2.

District No. 3: means the Blue Eagle Metropolitan District No. 3.

District No. 4: means the Blue Eagle Metropolitan District No. 4.

District No. 5: means the Blue Eagle Metropolitan District No. 5.

Districts: means District No. 1 and District Nos. 2, 3, 4, and 5 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 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 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 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.

Operating District: means District No. 1.

Project: means the development or property commonly referred to as Blue Eagle.

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.

Taxing District: means District Nos. 2, 3, 4, and 5.

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately four hundred and six (406) acres and the total area proposed to be included in the Inclusion Area Boundaries is approximately one hundred fourteen (114) 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 four hundred and six (406) acres of undeveloped land. The current assessed valuation of the Service Area is \$11,400.00 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 zero (0) 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.

In connection with the performance of all acts or activities hereunder, the District shall not violate any protection clauses of the United States or Colorado State Constitutions. The District shall not discriminate against any person because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability, and further shall insert the foregoing provision in contracts or subcontracts let by the District to accomplish the purposes of this service plan.

1. Operations and Maintenance Limitation. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements to the City or other appropriate jurisdiction or 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 Two Hundred Million Dollars (\$200,000,000).

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 between the Districts.

14. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

15. Service Plan Amendment Requirement. This Service Plan has been designed with sufficient flexibility to enable the Districts to provide required services and facilities under evolving circumstances without the need for numerous

amendments. Actions of the Districts which violate the limitations set forth in Sections V.A.1-14 above or in Section 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 Forty-One Million, Nine Hundred Forty-Six Thousand, Three Hundred Eighty-Seven Dollars (\$41,946,387).

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.

VI. 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 VI.A, B or C below.

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 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, 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 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 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 Two Hundred Million Dollars (\$200,000,000) pursuant to agreements as described in VI.A, B, or C 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 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 Two Hundred Million Dollars (\$200,000,000) 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 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 Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

3. For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 above, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, such District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in such District's Debt to assessed ratio. All Debt issued by the Districts must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the Districts are composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

D. Maximum Debt Mill Levy Imposition Term.

The Districts shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI. Other than the ARI Mill Levy, the Districts shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District imposing the mill levy are residents of such District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

E. Debt Repayment Sources.

Each of the Districts may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance. The Districts may also rely upon various other revenue sources authorized by law. At the Districts' discretion, these may include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), 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 the Operating 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 two hundred and fifty thousand dollars (\$250,000.00), 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 one hundred thousand dollars (\$100,000.00) 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.

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 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 Districts financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.
10. Notice of any uncured events of default by the 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.

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 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.

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 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.

Respectfully submitted this 7th day of June, 2021.



By: Blair M. Dickhoner, Esq.

Attorney for the Proponents of the Districts

EXHIBIT A

Legal Descriptions

BLUE EAGLE METROPOLITAN DISTRICT NO. 1

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 34 AND THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND THE NORTHWEST QUARTER OF SECTION 2 AND THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO.

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 34, MONUMENTED BY A 2.5" ALUMINUM CAP MARKED "PLS 28285 2013", FROM WHICH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34, BEARS SOUTH 00°10'48" EAST, TO THE EAST QUARTER CORNER OF SAID SECTION 34, MONUMENTED BY A 2.5" ALUMINUM CAP MARKED "PLS 28285 2013", WITH ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE SOUTH 00°10'48" EAST, ALONG SAID EAST LINE, A DISTANCE OF 30.00 FEET TO THE SOUTHERLY RIGHT OF WAY OF EAST 26TH AVENUE, AS RECORDED IN BOOK 5 AT PAGE 504 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;

THENCE S89°55'08" WEST, ALONG SAID SOUTHERLY RIGHT OF WAY, A DISTANCE OF 662.77 FEET TO THE WEST LINE OF A PARCEL OF LAND DESCRIBED IN WARRANTY DEED RECORDED IN BOOK 2222 AT PAGE 990 OF SAID RECORDS AND **POINT OF BEGINNING**;

THENCE SOUTH 00°12'49" EAST, ALONG SAID WEST LINE AND THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER, A DISTANCE OF 2,599.93 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34;

THENCE NORTH 89°42'54" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 661.25 FEET TO SAID EAST QUARTER CORNER OF SECTION 34;


THENCE NORTH 89°54'04" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 2,645.84 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER;

THENCE SOUTH 00°13'43" EAST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1,921.71 FEET TO THE NORTHERLY RIGHT OF WAY OF THE UNION PACIFIC RAILROAD;

THENCE SOUTH 53°03'48" WEST, ALONG SAID NORTHERLY RIGHT OF WAY, A DISTANCE OF 568.69 FEET TO A TANGENT CURVE TO THE RIGHT;

THENCE CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY AND CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 51°33'20", A RADIUS OF 2664.02 FEET, AN ARC LENGTH OF 2,397.13 FEET AND A CHORD THAT BEARS SOUTH 78°50'28" WEST, A DISTANCE OF 2,317.07 FEET TO A POINT OF TANGENCY;

THENCE NORTH 75°22'52" WEST, CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY, A DISTANCE OF 2,521.05 FEET TO THE SOUTHEASTERLY LINE OF THE PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED AT RECEPTION NUMBER 2019000033370 OF SAID RECORDS, AND A LINE 120.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34;

900 south broadway suite 320 denver, co 80209 p 303.561.3333 waremalcomb.com CIVIL ENGINEERING & SURVEYING		PROJECT NAME: BLUE EAGLE			SHEET 1 OF 3
		JOB NO.: DCS21-4017	DATE : 04/20/2021		
		DRAWN: KEB	PA/PM: JCS	SCALE: N/A	

BLUE EAGLE METROPOLITAN DISTRICT NO. 1

THENCE NORTH 00°18'44" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 2,058.48 FEET TO THE NORTHEASTERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED, AND TO A LINE 120.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34;

THENCE NORTH 00°18'49" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 2,606.58 FEET TO SAID SOUTHERLY RIGHT OF WAY OF EAST 26TH AVENUE;

THENCE NORTH 89°55'08" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY, A DISTANCE OF 1,868.31 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL CONTAINS 17,688,063 SQUARE FEET OR 406.062 ACRES, MORE OR LESS.

THE PREPARATION OF THIS LEGAL DESCRIPTION UTILIZED THE UNITED STATES SURVEY FOOT AS THE LINEAL DISTANCE UNIT. THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY, DEFINES THE UNITED STATES SURVEY FOOT AS 1200/3937 METERS.

I, JUSTIN C. SCHEITLER, 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, IS BASED ON MY KNOWLEDGE, INFORMATION AND BELIEF, AND IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, AND DOES NOT REPRESENT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

JUSTIN C. SCHEITLER, P.L.S. 38430
FOR AND ON BEHALF OF WARE MALCOMB
990 SOUTH BROADWAY, SUITE 230
DENVER, COLORADO 80209
P 303. 561.3333



900 south broadway suite 320 denver, co 80209 p 303.561.3333 waremalcomb.com WM WARE MALCOMB CIVIL ENGINEERING & SURVEYING	PROJECT NAME: BLUE EAGLE			SHEET
	JOB NO.: DCS21-4017	DATE : 04/20/2021		2 OF 3
	DRAWN: KEB	PA/PM: JCS	SCALE: N/A	

BLUE EAGLE METROPOLITAN DISTRICT NO. 2

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 34 AND THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND THE NORTHWEST QUARTER OF SECTION 2 AND THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO.

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 34, MONUMENTED BY A 2.5" ALUMINUM CAP MARKED "PLS 28285 2013", FROM WHICH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34, BEARS SOUTH 00°10'48" EAST, TO THE EAST QUARTER CORNER OF SAID SECTION 34, MONUMENTED BY A 2.5" ALUMINUM CAP MARKED "PLS 28285 2013", WITH ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE SOUTH 00°10'48" EAST, ALONG SAID EAST LINE, A DISTANCE OF 30.00 FEET TO THE SOUTHERLY RIGHT OF WAY OF EAST 26TH AVENUE, AS RECORDED IN BOOK 5 AT PAGE 504 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;

THENCE S89°55'08" WEST, ALONG SAID SOUTHERLY RIGHT OF WAY, A DISTANCE OF 662.77 FEET TO THE WEST LINE OF A PARCEL OF LAND DESCRIBED IN WARRANTY DEED RECORDED IN BOOK 2222 AT PAGE 990 OF SAID RECORDS AND **POINT OF BEGINNING**;

THENCE SOUTH 00°12'49" EAST, ALONG SAID WEST LINE AND THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER, A DISTANCE OF 2,599.93 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34;

THENCE NORTH 89°42'54" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 661.25 FEET TO SAID EAST QUARTER CORNER OF SECTION 34;


THENCE NORTH 89°54'04" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 2,645.84 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER;

THENCE SOUTH 00°13'43" EAST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1,921.71 FEET TO THE NORTHERLY RIGHT OF WAY OF THE UNION PACIFIC RAILROAD;

THENCE SOUTH 53°03'48" WEST, ALONG SAID NORTHERLY RIGHT OF WAY, A DISTANCE OF 568.69 FEET TO A TANGENT CURVE TO THE RIGHT;

THENCE CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY AND CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 51°33'20", A RADIUS OF 2664.02 FEET, AN ARC LENGTH OF 2,397.13 FEET AND A CHORD THAT BEARS SOUTH 78°50'28" WEST, A DISTANCE OF 2,317.07 FEET TO A POINT OF TANGENCY;

THENCE NORTH 75°22'52" WEST, CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY, A DISTANCE OF 2,521.05 FEET TO THE SOUTHEASTERLY LINE OF THE PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED AT RECEPTION NUMBER 2019000033370 OF SAID RECORDS, AND A LINE 120.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34;

900 south broadway suite 320 denver, co 80209 p 303.561.3333 waremalcomb.com CIVIL ENGINEERING & SURVEYING		PROJECT NAME: BLUE EAGLE			SHEET 1 OF 3
		JOB NO.: DCS21-4017	DATE : 04/20/2021		
		DRAWN: KEB	PA/PM: JCS	SCALE: N/A	

BLUE EAGLE METROPOLITAN DISTRICT NO. 2

THENCE NORTH 00°18'44" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 2,058.48 FEET TO THE NORTHEASTERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED, AND TO A LINE 120.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34;

THENCE NORTH 00°18'49" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 2,606.58 FEET TO SAID SOUTHERLY RIGHT OF WAY OF EAST 26TH AVENUE;

THENCE NORTH 89°55'08" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY, A DISTANCE OF 1,868.31 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL CONTAINS 17,688,063 SQUARE FEET OR 406.062 ACRES, MORE OR LESS.

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I, JUSTIN C. SCHEITLER, 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, IS BASED ON MY KNOWLEDGE, INFORMATION AND BELIEF, AND IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, AND DOES NOT REPRESENT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

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P 303.561.3333



900 south broadway suite 320 denver, co 80209 p 303.561.3333 waremalcomb.com WM WARE MALCOMB CIVIL ENGINEERING & SURVEYING	PROJECT NAME: BLUE EAGLE		SHEET 2 OF 3
	JOB NO.: DCS21-4017	DATE : 04/20/2021	
	DRAWN: KEB	PA/PM: JCS	

BLUE EAGLE METROPOLITAN DISTRICT NO. 3

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 34 AND THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND THE NORTHWEST QUARTER OF SECTION 2 AND THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO.

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 34, MONUMENTED BY A 2.5" ALUMINUM CAP MARKED "PLS 28285 2013", FROM WHICH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34, BEARS SOUTH 00°10'48" EAST, TO THE EAST QUARTER CORNER OF SAID SECTION 34, MONUMENTED BY A 2.5" ALUMINUM CAP MARKED "PLS 28285 2013", WITH ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE SOUTH 00°10'48" EAST, ALONG SAID EAST LINE, A DISTANCE OF 30.00 FEET TO THE SOUTHERLY RIGHT OF WAY OF EAST 26TH AVENUE, AS RECORDED IN BOOK 5 AT PAGE 504 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;

THENCE S89°55'08" WEST, ALONG SAID SOUTHERLY RIGHT OF WAY, A DISTANCE OF 662.77 FEET TO THE WEST LINE OF A PARCEL OF LAND DESCRIBED IN WARRANTY DEED RECORDED IN BOOK 2222 AT PAGE 990 OF SAID RECORDS AND **POINT OF BEGINNING**;

THENCE SOUTH 00°12'49" EAST, ALONG SAID WEST LINE AND THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER, A DISTANCE OF 2,599.93 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34;

THENCE NORTH 89°42'54" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 661.25 FEET TO SAID EAST QUARTER CORNER OF SECTION 34;


THENCE NORTH 89°54'04" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 2,645.84 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER;

THENCE SOUTH 00°13'43" EAST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1,921.71 FEET TO THE NORTHERLY RIGHT OF WAY OF THE UNION PACIFIC RAILROAD;

THENCE SOUTH 53°03'48" WEST, ALONG SAID NORTHERLY RIGHT OF WAY, A DISTANCE OF 568.69 FEET TO A TANGENT CURVE TO THE RIGHT;

THENCE CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY AND CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 51°33'20", A RADIUS OF 2664.02 FEET, AN ARC LENGTH OF 2,397.13 FEET AND A CHORD THAT BEARS SOUTH 78°50'28" WEST, A DISTANCE OF 2,317.07 FEET TO A POINT OF TANGENCY;

THENCE NORTH 75°22'52" WEST, CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY, A DISTANCE OF 2,521.05 FEET TO THE SOUTHEASTERLY LINE OF THE PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED AT RECEPTION NUMBER 2019000033370 OF SAID RECORDS, AND A LINE 120.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34;

900 south broadway suite 320 denver, co 80209 p 303.561.3333 waremalcomb.com CIVIL ENGINEERING & SURVEYING		PROJECT NAME: BLUE EAGLE			SHEET 1 OF 3
		JOB NO.: DCS21-4017	DATE : 04/20/2021		
		DRAWN: KEB	PA/PM: JCS	SCALE: N/A	

BLUE EAGLE METROPOLITAN DISTRICT NO. 3

THENCE NORTH 00°18'44" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 2,058.48 FEET TO THE NORTHEASTERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED, AND TO A LINE 120.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34;

THENCE NORTH 00°18'49" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 2,606.58 FEET TO SAID SOUTHERLY RIGHT OF WAY OF EAST 26TH AVENUE;

THENCE NORTH 89°55'08" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY, A DISTANCE OF 1,868.31 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL CONTAINS 17,688,063 SQUARE FEET OR 406.062 ACRES, MORE OR LESS.

THE PREPARATION OF THIS LEGAL DESCRIPTION UTILIZED THE UNITED STATES SURVEY FOOT AS THE LINEAL DISTANCE UNIT. THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY, DEFINES THE UNITED STATES SURVEY FOOT AS 1200/3937 METERS.

I, JUSTIN C. SCHEITLER, 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, IS BASED ON MY KNOWLEDGE, INFORMATION AND BELIEF, AND IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, AND DOES NOT REPRESENT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

JUSTIN C. SCHEITLER, P.L.S. 38430
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990 SOUTH BROADWAY, SUITE 230
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P 303.561.3333



900 south broadway suite 320 denver, co 80209 p 303.561.3333 waremalcomb.com WM WARE MALCOMB CIVIL ENGINEERING & SURVEYING	PROJECT NAME: BLUE EAGLE			SHEET
	JOB NO.: DCS21-4017	DATE : 04/20/2021		2 OF 3
	DRAWN: KEB	PA/PM: JCS	SCALE: N/A	

BLUE EAGLE METROPOLITAN DISTRICT NO. 4

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 34 AND THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND THE NORTHWEST QUARTER OF SECTION 2 AND THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO.

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 34, MONUMENTED BY A 2.5" ALUMINUM CAP MARKED "PLS 28285 2013", FROM WHICH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34, BEARS SOUTH 00°10'48" EAST, TO THE EAST QUARTER CORNER OF SAID SECTION 34, MONUMENTED BY A 2.5" ALUMINUM CAP MARKED "PLS 28285 2013", WITH ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE SOUTH 00°10'48" EAST, ALONG SAID EAST LINE, A DISTANCE OF 30.00 FEET TO THE SOUTHERLY RIGHT OF WAY OF EAST 26TH AVENUE, AS RECORDED IN BOOK 5 AT PAGE 504 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;

THENCE S89°55'08" WEST, ALONG SAID SOUTHERLY RIGHT OF WAY, A DISTANCE OF 662.77 FEET TO THE WEST LINE OF A PARCEL OF LAND DESCRIBED IN WARRANTY DEED RECORDED IN BOOK 2222 AT PAGE 990 OF SAID RECORDS AND **POINT OF BEGINNING**;

THENCE SOUTH 00°12'49" EAST, ALONG SAID WEST LINE AND THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER, A DISTANCE OF 2,599.93 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34;

THENCE NORTH 89°42'54" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 661.25 FEET TO SAID EAST QUARTER CORNER OF SECTION 34;


THENCE NORTH 89°54'04" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 2,645.84 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER;

THENCE SOUTH 00°13'43" EAST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1,921.71 FEET TO THE NORTHERLY RIGHT OF WAY OF THE UNION PACIFIC RAILROAD;

THENCE SOUTH 53°03'48" WEST, ALONG SAID NORTHERLY RIGHT OF WAY, A DISTANCE OF 568.69 FEET TO A TANGENT CURVE TO THE RIGHT;

THENCE CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY AND CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 51°33'20", A RADIUS OF 2664.02 FEET, AN ARC LENGTH OF 2,397.13 FEET AND A CHORD THAT BEARS SOUTH 78°50'28" WEST, A DISTANCE OF 2,317.07 FEET TO A POINT OF TANGENCY;

THENCE NORTH 75°22'52" WEST, CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY, A DISTANCE OF 2,521.05 FEET TO THE SOUTHEASTERLY LINE OF THE PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED AT RECEPTION NUMBER 2019000033370 OF SAID RECORDS, AND A LINE 120.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34;

900 south broadway suite 320 denver, co 80209 p 303.561.3333 waremalcomb.com CIVIL ENGINEERING & SURVEYING		PROJECT NAME: BLUE EAGLE			SHEET 1 OF 3
		JOB NO.: DCS21-4017	DATE : 04/20/2021		
		DRAWN: KEB	PA/PM: JCS	SCALE: N/A	

BLUE EAGLE METROPOLITAN DISTRICT NO. 4

THENCE NORTH 00°18'44" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 2,058.48 FEET TO THE NORTHEASTERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED, AND TO A LINE 120.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34;

THENCE NORTH 00°18'49" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 2,606.58 FEET TO SAID SOUTHERLY RIGHT OF WAY OF EAST 26TH AVENUE;

THENCE NORTH 89°55'08" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY, A DISTANCE OF 1,868.31 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL CONTAINS 17,688,063 SQUARE FEET OR 406.062 ACRES, MORE OR LESS.

THE PREPARATION OF THIS LEGAL DESCRIPTION UTILIZED THE UNITED STATES SURVEY FOOT AS THE LINEAL DISTANCE UNIT. THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY, DEFINES THE UNITED STATES SURVEY FOOT AS 1200/3937 METERS.

I, JUSTIN C. SCHEITLER, 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, IS BASED ON MY KNOWLEDGE, INFORMATION AND BELIEF, AND IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, AND DOES NOT REPRESENT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

JUSTIN C. SCHEITLER, P.L.S. 38430
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DENVER, COLORADO 80209
P 303.561.3333



900 south broadway suite 320 denver, co 80209 p 303.561.3333 waremalcomb.com WM WARE MALCOMB CIVIL ENGINEERING & SURVEYING	PROJECT NAME: BLUE EAGLE			SHEET
	JOB NO.: DCS21-4017	DATE : 04/20/2021		2 OF 3
	DRAWN: KEB	PA/PM: JCS	SCALE: N/A	

BLUE EAGLE METROPOLITAN DISTRICT NO. 5

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 34 AND THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND THE NORTHWEST QUARTER OF SECTION 2 AND THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO.

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 34, MONUMENTED BY A 2.5" ALUMINUM CAP MARKED "PLS 28285 2013", FROM WHICH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34, BEARS SOUTH 00°10'48" EAST, TO THE EAST QUARTER CORNER OF SAID SECTION 34, MONUMENTED BY A 2.5" ALUMINUM CAP MARKED "PLS 28285 2013", WITH ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE SOUTH 00°10'48" EAST, ALONG SAID EAST LINE, A DISTANCE OF 30.00 FEET TO THE SOUTHERLY RIGHT OF WAY OF EAST 26TH AVENUE, AS RECORDED IN BOOK 5 AT PAGE 504 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;

THENCE S89°55'08" WEST, ALONG SAID SOUTHERLY RIGHT OF WAY, A DISTANCE OF 662.77 FEET TO THE WEST LINE OF A PARCEL OF LAND DESCRIBED IN WARRANTY DEED RECORDED IN BOOK 2222 AT PAGE 990 OF SAID RECORDS AND **POINT OF BEGINNING**;

THENCE SOUTH 00°12'49" EAST, ALONG SAID WEST LINE AND THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER, A DISTANCE OF 2,599.93 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34;

THENCE NORTH 89°42'54" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 661.25 FEET TO SAID EAST QUARTER CORNER OF SECTION 34;


THENCE NORTH 89°54'04" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 2,645.84 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER;

THENCE SOUTH 00°13'43" EAST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1,921.71 FEET TO THE NORTHERLY RIGHT OF WAY OF THE UNION PACIFIC RAILROAD;

THENCE SOUTH 53°03'48" WEST, ALONG SAID NORTHERLY RIGHT OF WAY, A DISTANCE OF 568.69 FEET TO A TANGENT CURVE TO THE RIGHT;

THENCE CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY AND CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 51°33'20", A RADIUS OF 2664.02 FEET, AN ARC LENGTH OF 2,397.13 FEET AND A CHORD THAT BEARS SOUTH 78°50'28" WEST, A DISTANCE OF 2,317.07 FEET TO A POINT OF TANGENCY;

THENCE NORTH 75°22'52" WEST, CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY, A DISTANCE OF 2,521.05 FEET TO THE SOUTHEASTERLY LINE OF THE PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED AT RECEPTION NUMBER 2019000033370 OF SAID RECORDS, AND A LINE 120.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34;

900 south broadway suite 320 denver, co 80209 p 303.561.3333 waremalcomb.com CIVIL ENGINEERING & SURVEYING		PROJECT NAME: BLUE EAGLE			SHEET 1 OF 3
		JOB NO.: DCS21-4017	DATE : 04/20/2021		
		DRAWN: KEB	PA/PM: JCS	SCALE: N/A	

BLUE EAGLE METROPOLITAN DISTRICT NO. 5

THENCE NORTH 00°18'44" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 2,058.48 FEET TO THE NORTHEASTERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED, AND TO A LINE 120.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34;

THENCE NORTH 00°18'49" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 2,606.58 FEET TO SAID SOUTHERLY RIGHT OF WAY OF EAST 26TH AVENUE;

THENCE NORTH 89°55'08" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY, A DISTANCE OF 1,868.31 FEET TO THE **POINT OF BEGINNING**:

SAID PARCEL CONTAINS 17,688,063 SQUARE FEET OR 406.062 ACRES, MORE OR LESS.

THE PREPARATION OF THIS LEGAL DESCRIPTION UTILIZED THE UNITED STATES SURVEY FOOT AS THE LINEAL DISTANCE UNIT. THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY, DEFINES THE UNITED STATES SURVEY FOOT AS 1200/3937 METERS.

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990 SOUTH BROADWAY, SUITE 230
DENVER, COLORADO 80209
P 303. 561.3333



900 south broadway suite 320 denver, co 80209 p 303.561.3333 waremalcomb.com WM WARE MALCOMB CIVIL ENGINEERING & SURVEYING	PROJECT NAME: BLUE EAGLE			SHEET
	JOB NO.: DCS21-4017	DATE : 04/20/2021		2 OF 3
	DRAWN: KEB	PA/PM: JCS	SCALE: N/A	

INCLUSION AREA

LEGAL DESCRIPTION (PARCEL A):

A PARCEL OF LAND LOCATED IN THE EAST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO.

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 34, MONUMENTED BY A 2.5" ALUMINUM CAP MARKED "PLS 28285 2013", FROM WHICH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34, BEARS SOUTH 00°10'48" EAST, TO THE EAST QUARTER CORNER OF SAID SECTION 34, MONUMENTED BY A 2.5" ALUMINUM CAP MARKED "PLS 28285 2013", WITH ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE SOUTH 00°10'48" EAST, ALONG SAID EAST LINE, A DISTANCE OF 30.00 FEET TO THE SOUTHERLY RIGHT OF WAY OF EAST 26TH AVENUE, AS RECORDED IN BOOK 5 AT PAGE 504 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER AND THE **POINT OF BEGINNING**;

THENCE SOUTH 00°10'48" EAST CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 2,597.57 FEET TO SAID EAST QUARTER CORNER;

THENCE SOUTH 89°42'54" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 661.25 FEET TO THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF SECTION 34;

THENCE NORTH 00°12'49" WEST ALONG THE WEST LINE OF SAID EAST HALF OF THE EAST HALF OD SAID SECTION 34, A DISTANCE OF 2,599.93 FEET TO SAID SOUTHERLY RIGHT OF WAY;

THENCE NORTH 89°55'08" EAST ALONG SAID SOUTHERLY RIGHT OF WAY, A DISTANCE OF 662.77 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL CONTAINS 1,720,399 SQUARE FEET OR 39.495 ACRES, MORE OR LESS.


(PARCEL B)

A PARCEL OF LAND LOCATED IN SECTION 34, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO.

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 34, MONUMENTED BY A 2.5" ALUMINUM CAP MARKED "PLS 28285 2013", FROM WHICH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34, BEARS SOUTH 00°10'48" EAST, TO THE EAST QUARTER CORNER OF SAID SECTION 34, MONUMENTED BY A 2.5" ALUMINUM CAP MARKED "PLS 28285 2013", WITH ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE NORTH 00°10'48" WEST, ALONG SAID EAST LINE, A DISTANCE OF 30.00 FEET TO THE SOUTHERLY RIGHT OF WAY OF EAST 26TH AVENUE, AS RECORDED IN BOOK 5 AT PAGE 504 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER

THENCE SOUTH 89°55'08" WEST ALONG SAID SOUTHERLY RIGHT OF WAY, A DISTANCE OF 2,531.08 FEET TO A LINE 120.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34 AND THE **POINT OF BEGINNING**;

900 south broadway suite 320 denver, co 80209 p 303.561.3333 waremalcomb.com WARE MALCOMB CIVIL ENGINEERING & SURVEYING		PROJECT NAME: BLUE EAGLE			SHEET 1 OF 3
		JOB NO.: DCS21-4017	DATE : 04/27/2021		
		DRAWN: KEB	PA/PM: JCS	SCALE: N/A	

INCLUSION AREA

THENCE SOUTH 00°18'49" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 2,606.58 FEET TO A LINE 120.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34;

THENCE SOUTH 00°18'44" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 2,058.48 FEET TO THE NORTHERLY RIGHT OF WAY OF THE UNION PACIFIC RAILROAD;

THENCE NORTH 75°22'15" WEST ALONG SAID NORTHERLY RIGHT OF WAY, A DISTANCE OF 2,862.70 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34;

THENCE NORTH 00°23'49" WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 34, A DISTANCE OF 1,321.53 FEET TO THE WEST QUARTER CORNER OF SECTION 35;

THENCE NORTH 89°42'41" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 34, A DISTANCE OF 2,647.86 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 34;

THENCE NORTH 00°18'49" WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34, A DISTANCE OF 2,607.01 FEET TO SAID SOUTHERLY RIGHT OF WAY;

THENCE NORTH 89°55'08" EAST ALONG SAID SOUTHERLY RIGHT OF WAY A DISTANCE OF 120.00 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL CONTAINS 4,988,524 SQUARE FEET OR 114.521 ACRES, MORE OR LESS.

THE PREPARATION OF THIS LEGAL DESCRIPTION UTILIZED THE UNITED STATES SURVEY FOOT AS THE LINEAL DISTANCE UNIT. THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY, DEFINES THE UNITED STATES SURVEY FOOT AS 1200/3937 METERS.

I, JUSTIN C. SCHEITLER, 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, IS BASED ON MY KNOWLEDGE, INFORMATION AND BELIEF, AND IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, AND DOES NOT REPRESENT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

JUSTIN C. SCHEITLER, P.L.S. 38430
 FOR AND ON BEHALF OF WARE MALCOMB
 900 SOUTH BROADWAY, SUITE 320
 DENVER, COLORADO 80209
 P 303. 561.3333



900 south broadway suite 320 denver, co 80209 p 303.561.3333 waremalcomb.com WARE MALCOMB CIVIL ENGINEERING & SURVEYING		PROJECT NAME: BLUE EAGLE			SHEET
	JOB NO.: DCS21-4017	DATE : 04/27/2021		2 OF 3	
	DRAWN: KEB	PA/PM: JCS	SCALE: N/A		

EXHIBIT B

Aurora Vicinity Map

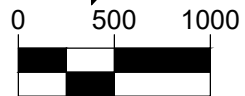
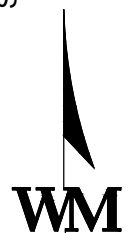
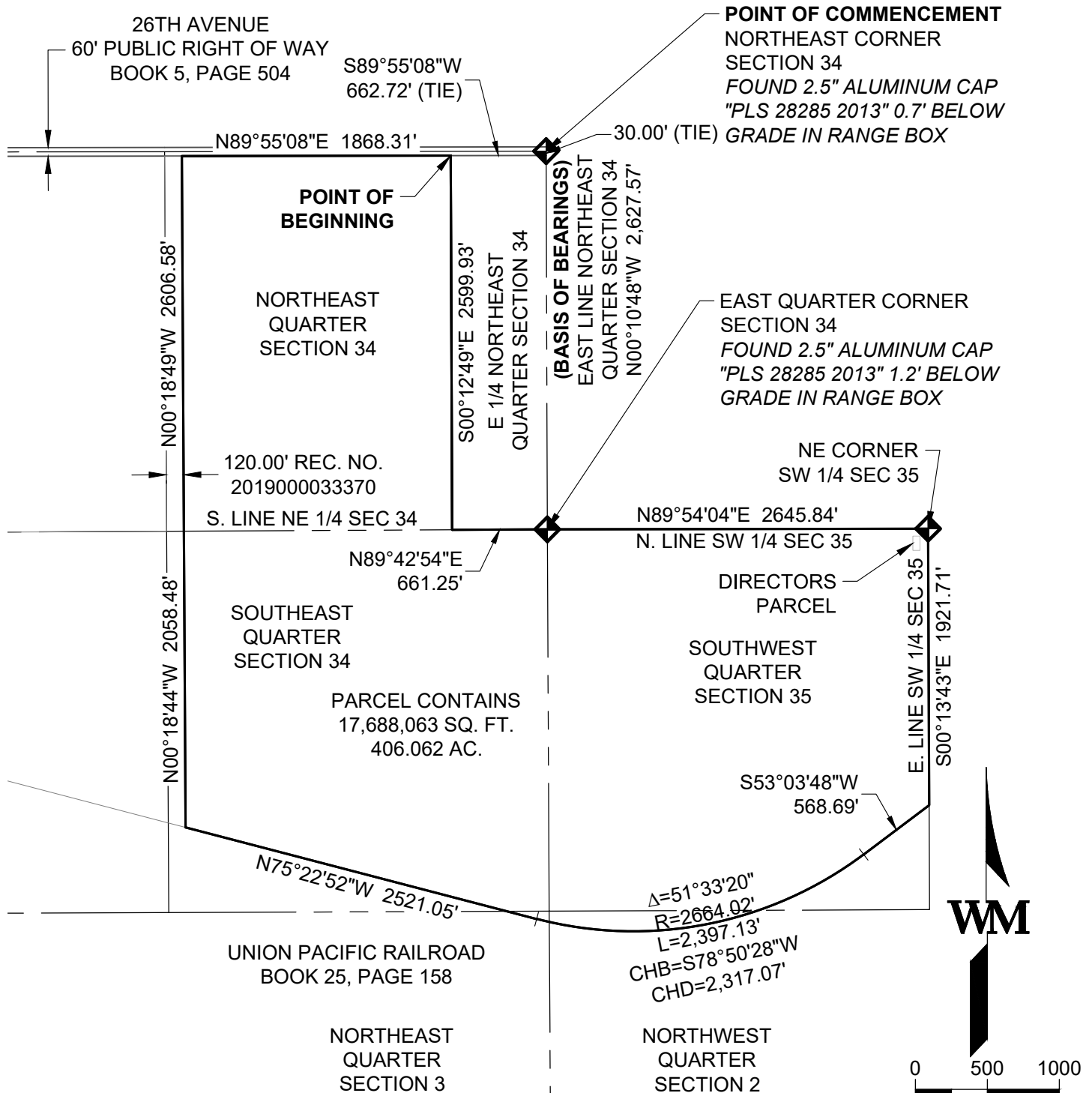


VICINITY MAP
(1"=2000')

EXHIBIT C-1

Initial Districts Boundary Maps

BLUE EAGLE METROPOLITAN DISTRICT NO. 1

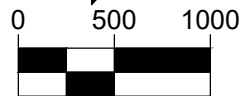
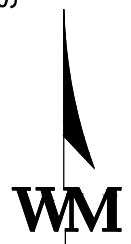
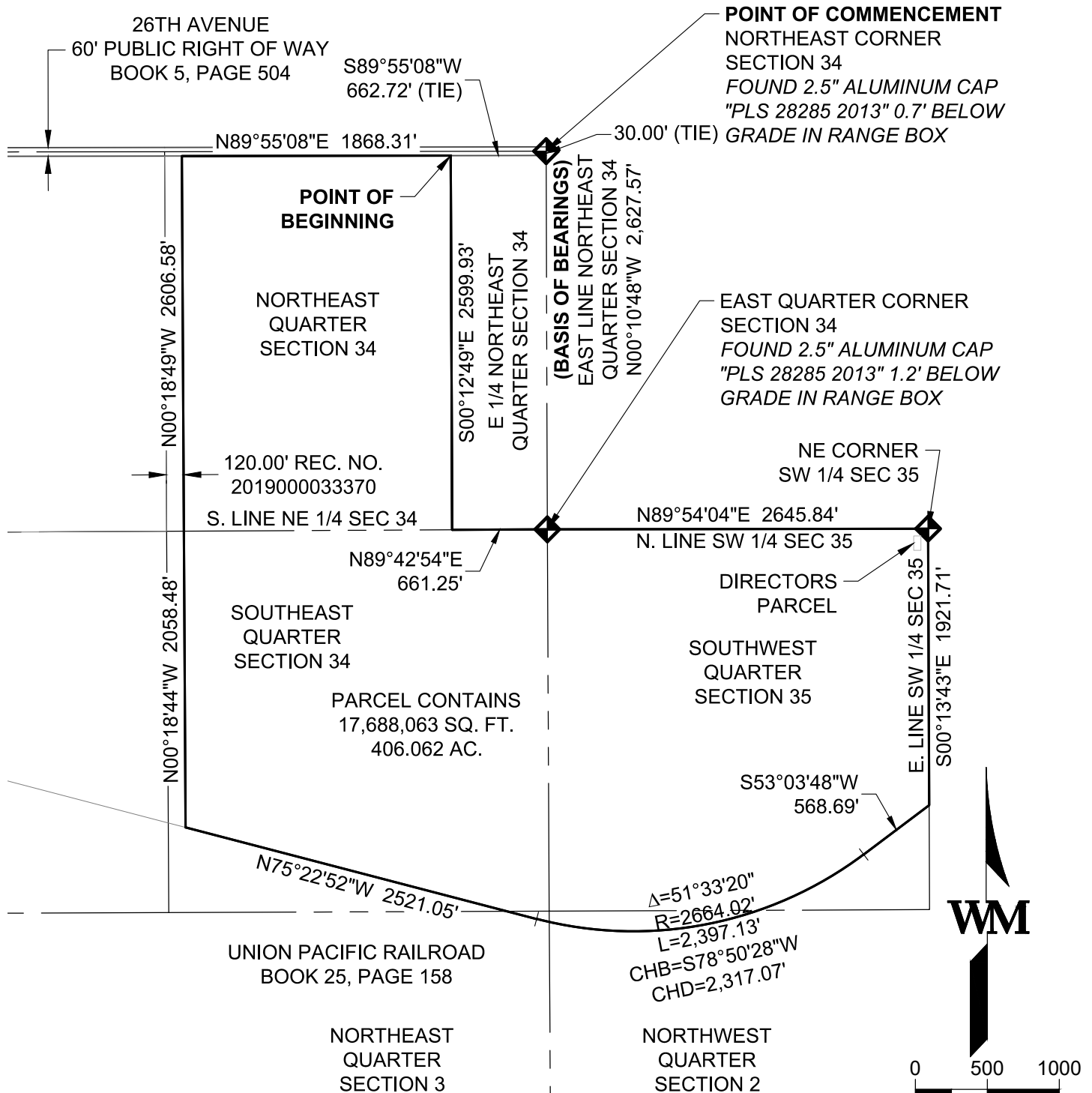


SCALE: 1" = 1000'
ORIGINAL GRAPHIC SCALE

NOTE:
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY, IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

900 south broadway suite 320 denver, co 80209 p 303.561.3333 waremalcomb.com WM WARE MALCOMB CIVIL ENGINEERING & SURVEYING	PROJECT NAME: BLUE EAGLE			SHEET
	JOB NO.: DCS21-4017		DATE : 04/20/2021	
	DRAWN: KEB	PA/PM: JCS	SCALE: 1" = 1000'	
3 OF 3				

BLUE EAGLE METROPOLITAN DISTRICT NO. 2

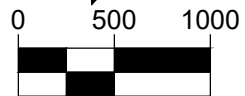
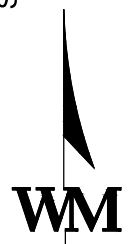
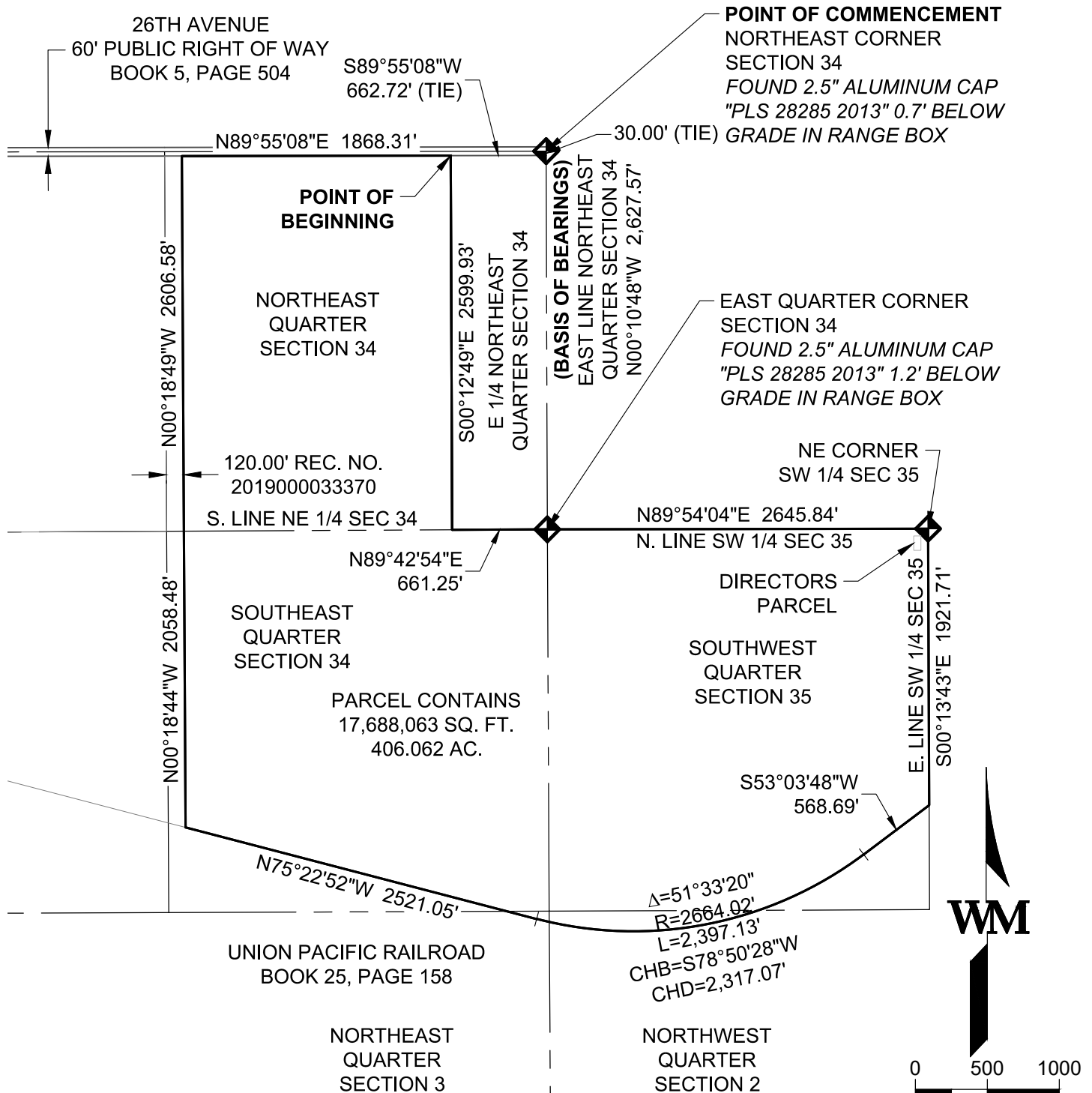


SCALE: 1" = 1000'
ORIGINAL GRAPHIC SCALE

NOTE:
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	JOB NO.: DCS21-4017	DATE : 04/20/2021		3 OF 3
	DRAWN: KEB	PA/PM: JCS	SCALE: 1" = 1000'	

BLUE EAGLE METROPOLITAN DISTRICT NO. 3

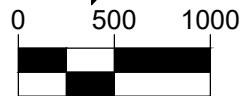
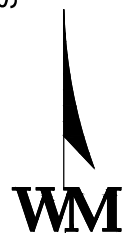
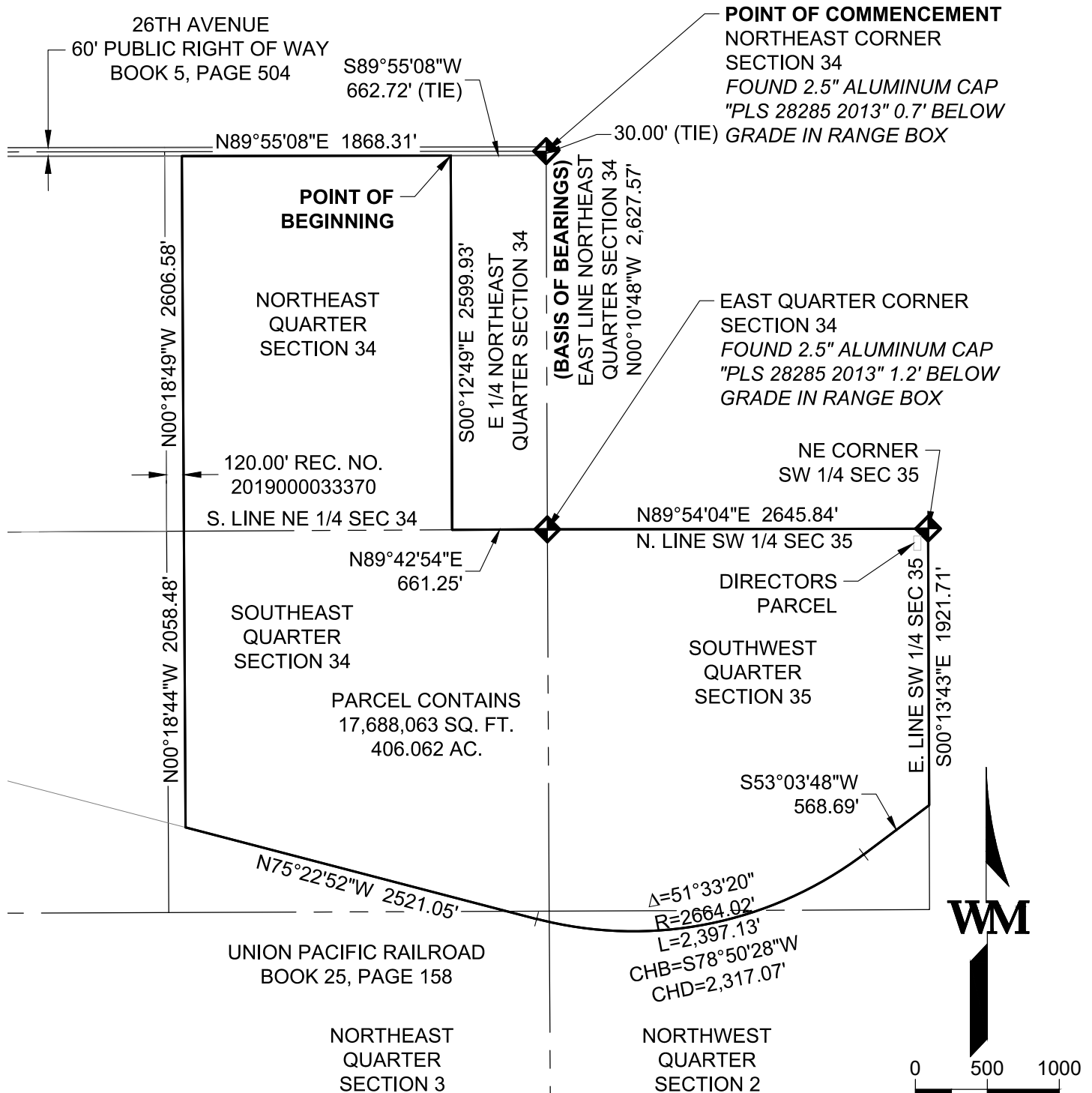


SCALE: 1" = 1000'
ORIGINAL GRAPHIC SCALE

NOTE:
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY, IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

900 south broadway suite 320 denver, co 80209 p 303.561.3333 waremalcomb.com WM WARE MALCOMB CIVIL ENGINEERING & SURVEYING	PROJECT NAME: BLUE EAGLE			SHEET
	JOB NO.: DCS21-4017	DATE : 04/20/2021		3 OF 3
	DRAWN: KEB	PA/PM: JCS	SCALE: 1" = 1000'	

BLUE EAGLE METROPOLITAN DISTRICT NO. 4

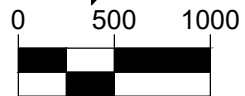
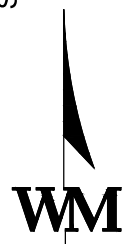
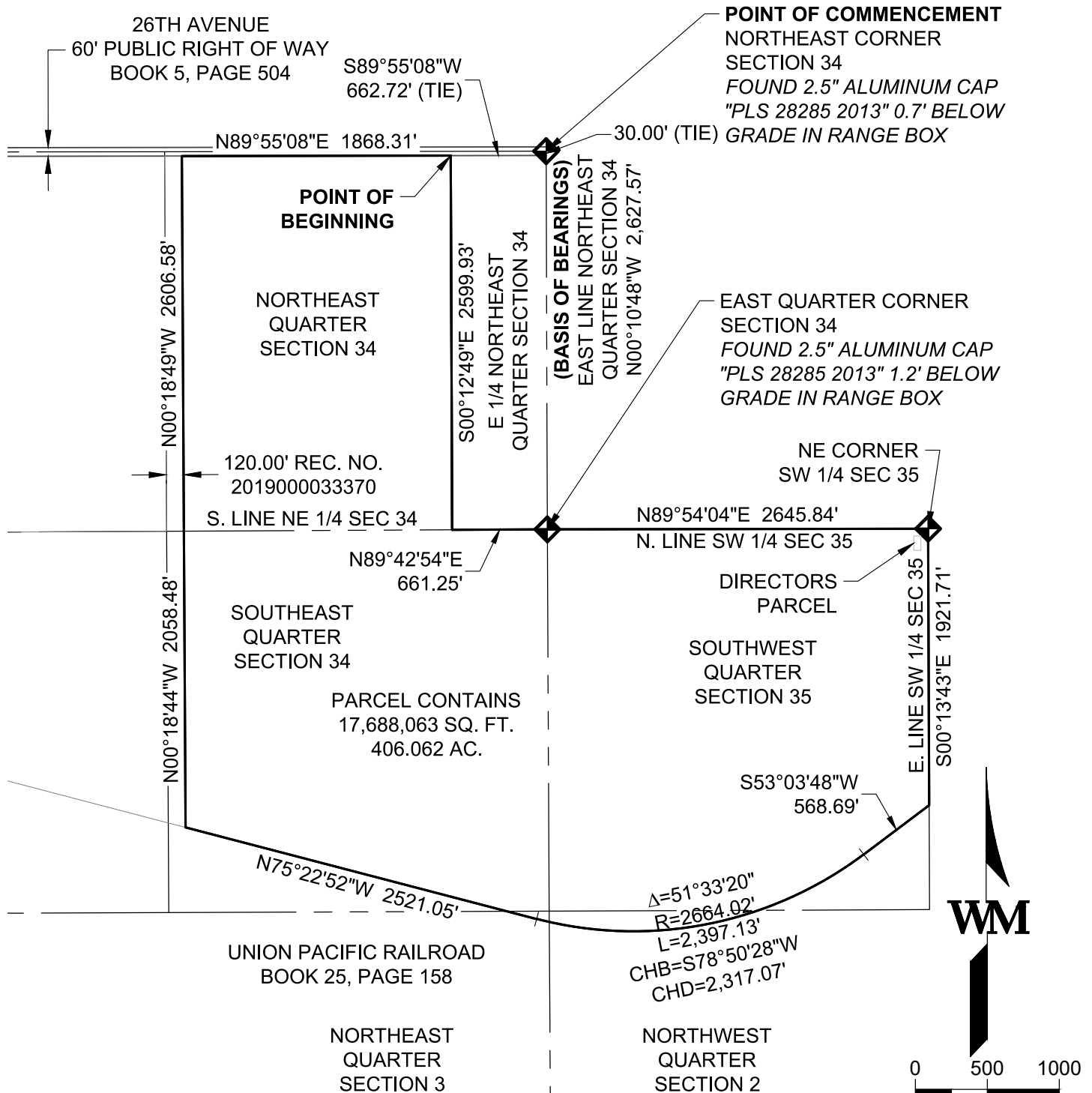


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	JOB NO.: DCS21-4017	DATE : 04/20/2021		3 OF 3
	DRAWN: KEB	PA/PM: JCS	SCALE: 1" = 1000'	

BLUE EAGLE METROPOLITAN DISTRICT NO. 5



SCALE: 1" = 1000'
ORIGINAL GRAPHIC SCALE

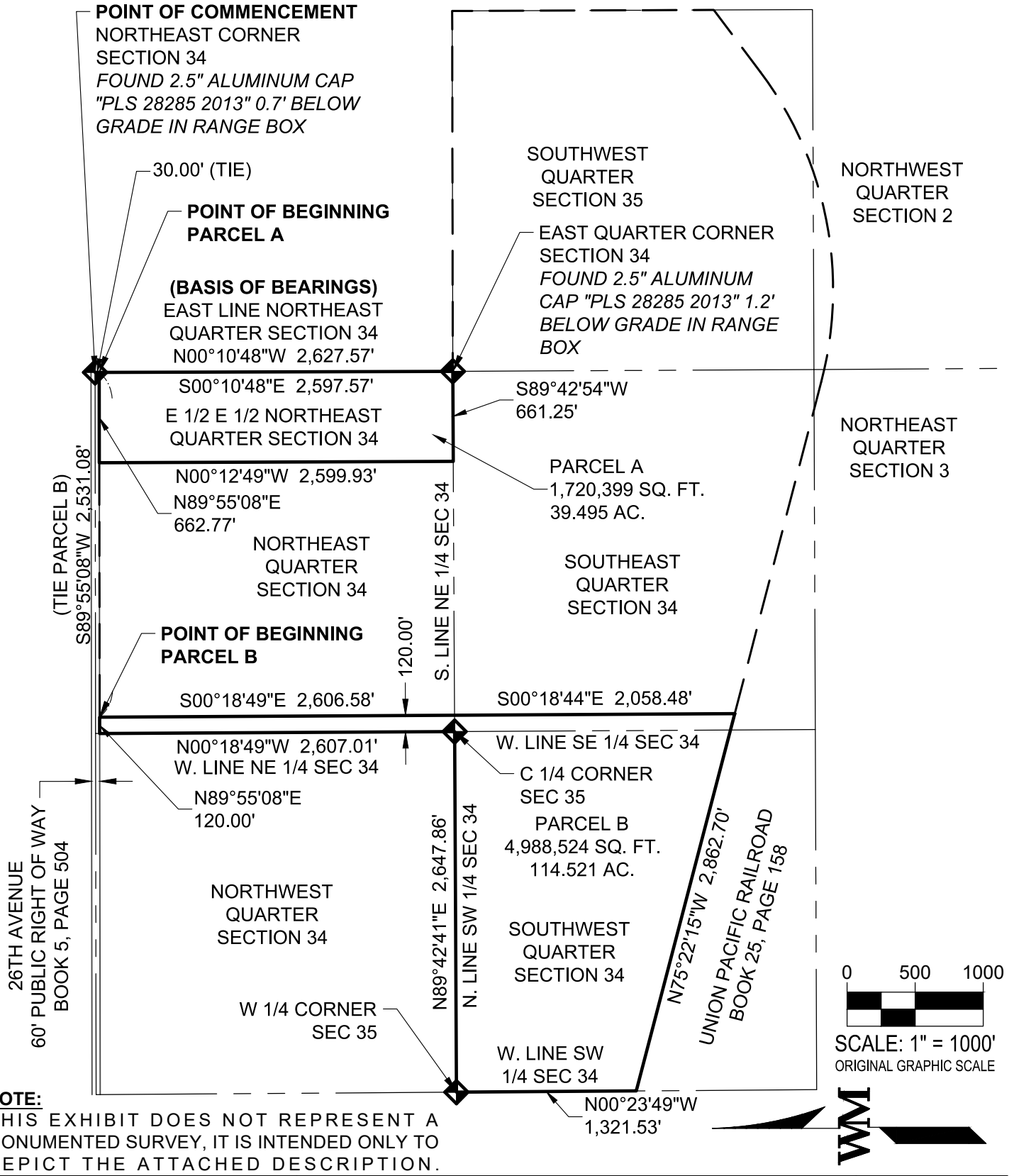
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900 south broadway suite 320 denver, co 80209 p 303.561.3333 waremalcomb.com WM WARE MALCOMB CIVIL ENGINEERING & SURVEYING	PROJECT NAME: BLUE EAGLE			SHEET
	JOB NO.: DCS21-4017		DATE : 04/20/2021	
	DRAWN: KEB	PA/PM: JCS	SCALE: 1" = 1000'	
3 OF 3				

EXHIBIT C-2

Inclusion Area Boundary Map

INCLUSION AREA



NOTE:
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DEPICT THE ATTACHED DESCRIPTION.

900 south broadway suite 320 denver, co 80209 p 303.561.3333 waremalcomb.com WM WARE MALCOMB CIVIL ENGINEERING & SURVEYING	PROJECT NAME: BLUE EAGLE		SHEET
	JOB NO.: DCS21-4017	DATE : 04/27/2021	3 OF 3
	DRAWN: KEB	PA/PM: JCS	

EXHIBIT D

Intergovernmental Agreement between the Districts and Aurora

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF AURORA, COLORADO,

BLUE EAGLE METROPOLITAN DISTRICT NO. 1, BLUE EAGLE METROPOLITAN DISTRICT NO. 2, BLUE EAGLE METROPOLITAN DISTRICT NO. 3, BLUE EAGLE METROPOLITAN DISTRICT NO. 4, AND BLUE EAGLE METROPOLITAN DISTRICT NO. 5

THIS AGREEMENT is made and entered into as of this ___ day of _____, _____, by and between the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado (“City”), and BLUE EAGLE METROPOLITAN DISTRICT NO. 1, BLUE EAGLE METROPOLITAN DISTRICT NO. 2, BLUE EAGLE METROPOLITAN DISTRICT NO. 3, BLUE EAGLE METROPOLITAN DISTRICT NO. 4, and BLUE EAGLE METROPOLITAN DISTRICT NO. 5, quasi-municipal corporations and political subdivisions of the State of Colorado (the “Districts”). The City and the Districts are collectively referred to as the Parties.

RECITALS

WHEREAS, the Districts were organized to provide those services and to exercise powers as are more specifically set forth in the Districts’ Service Plans approved by the City on _____ (“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 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 Two Hundred Million Dollars (\$200,000,000).

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 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. 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 V.A.1-14 or VII.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 shall 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 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 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 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 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 appropriate entity, as described above, 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 is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements.

22. Maximum Debt Mill Levy. The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

(a) For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 of the Service Plan; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes

occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

(b) For the portion of any aggregate District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

(c) For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 of the Service Plan, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

23. Maximum Debt Mill Levy Imposition Term. The District shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI of the Service Plan. Other than the ARI Mill Levy, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

24. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the Districts: Blue Eagle Metropolitan District Nos. 1-5
 c/o White Bear Ankele Tanaka & Waldron
 2154 E. 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: Daniel L. Brotzman, City Attorney
Phone: (303) 739-7030
Fax: (303) 739-7042

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

25. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

26. Assignment. 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.

SIGNATURE PAGES TO INTERGOVERNMENTAL AGREEMENT

BLUE EAGLE METROPOLITAN DISTRICT
NOS. 1-5

By: _____
President

Attest:

CITY OF AURORA, COLORADO

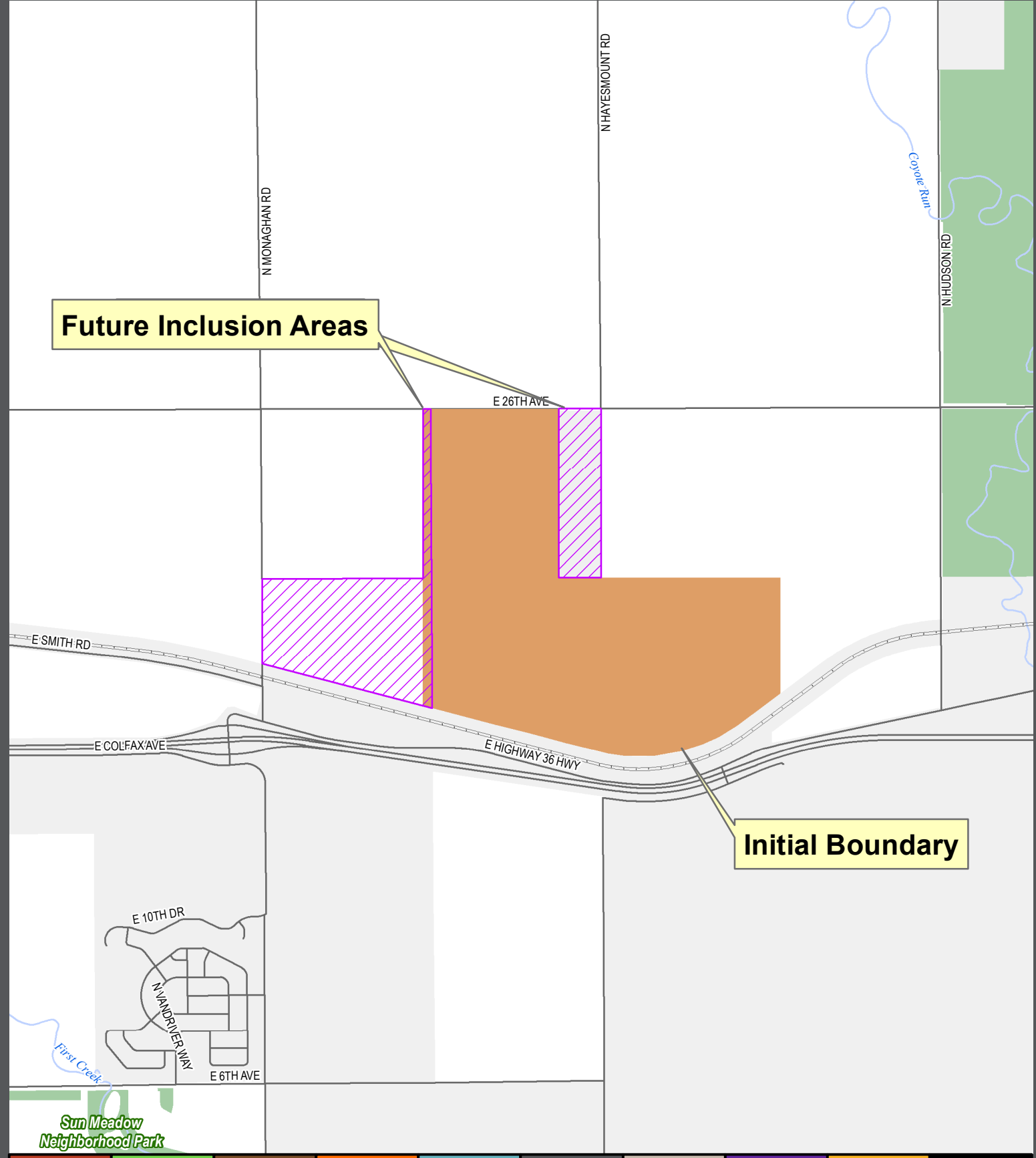
By: _____
MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

BRIAN J. RULLA, Assistant City Attorney



Future Inclusion Areas

Initial Boundary

Planning & Development Services

15151 E. Alameda Parkway
 Aurora CO 80012 USA
 AuroraGov.org
 303.739.7250
 GIS@auroragov.org

City of Aurora, Colorado

Blue Eagle Metropolitan District

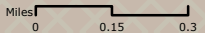
June 8, 2021



Legend

- Future Inclusion Areas
- Initial Boundary
- Creeks
- Buildings
- Lakes
- Parks and Open Space
- Other Jurisdictions

359



MANAGEMENT AND FINANCE POLICY COMMITTEE MEETING
June 22, 2021

TITLE 32 METROPOLITAN DISTRICTS

Summary of Issue and Discussion

Cesarina Dancy, Development Project Manager introduced the proposed service plans. In 2004, the City adopted a model service plan for Title 32 Metropolitan Districts with the intent that any proposed service plan for a new metropolitan district will be compliant with the model. The model service plan provides the following key features:

1. Maximum debt mill levy of 50 mills
2. Maximum term for debt repayment of 40 years
3. Agreement to impose the Aurora Regional Improvements (ARI) mill levy.

For the November 2021 cycle, eight new districts are proposed. All of the proposed districts are fully compliant with the current model with one exception (WH Nos. 1-10).

Proposed Service Plans:

A. Blue Eagle Metropolitan Districts Nos. 1-5

- a. Location – West of N Hudson Road between E 26th Avenue and E Colfax Avenue
- b. Size – 406 acres (additional 114 acres for inclusion area)
- c. Type of District – Commercial
- d. Debt Limit - \$200,000,000
- e. Current Development Status – Vacant Property

B. Buckley Yard Metropolitan Districts Nos. 1-2

- a. Location – Southeast corner of E Alameda Drive and S Airport Boulevard
- b. Size – 37 acres
- c. Type of District – Residential
- d. Population Projection: 598
- e. Debt Limit - \$16,000,000
- f. Current Development Status – Vacant Property

C. East Bend Metropolitan District

- a. Location – Southeast corner of S Andes Circle and S Tower Road
- b. Size – .352 acres (additional 9.969 acres for inclusion area)
- c. Type of District – Residential
- d. Population Projection: 230
- e. Debt Limit - \$5,000,000
- f. Current Development Status – Vacant Property

D. Marquest Airport Park Metropolitan District

- a. Location – Southwest corner of E 56th Avenue and N Hayesmount Road
- b. Size – 157.3 acres
- c. Type of District – Commercial and Industrial

- d. Debt Limit - \$80,000,000
- e. Current Development Status – Vacant Property

E. The Overlook at Kings Point South Metropolitan District

- a. Location – East of E-470 and West of Arrowshaft Trail
- b. Size – 103.21 acres
- c. Type of District – Residential- Population Projection: 609
- d. Debt Limit - \$65,000,000
- e. Current Development Status – Vacant Property

F. Villages at Murphy Creek Metropolitan District No. 3

- a. Location – Southeast corner of Harvest Road and Yale Avenue
- b. Size – .037 acres (additional 208.588 acres for inclusion area)
- c. Type of District – Residential- Population Projection: 3,712
- d. Debt Limit - \$70,000,000
- e. Current Development Status – Vacant Property

G. Villages at Murphy Creek Metropolitan District No. 4

- a. Location – Southeast corner of Harvest Road and Yale Avenue
- b. Size – 208 acres
- c. Type of District – Residential- Population Projection: 3,712
- d. Debt Limit - \$70,000,000
- e. Current Development Status – Vacant Property

H. WH Metropolitan Districts Nos. 1-10 (No. 1 Amended and Restated; Nos. 2-10 consolidated)

- a. Location – South of E 56th Avenue, West of Harvest Road, and East of N Picadilly Road
- b. Size – 236 acres (additional 627 acres for inclusion area)
- c. Type of District – Mixed Use/Residential- Population Projection: 5,625
- d. Debt Limit - \$950,000,000
- e. Current Development Status – Vacant Property
- f. Deviation from model: Requesting the ARI mill levy deviate from the model of increasing the number of mills collected over time from 1-5 mills to 5 mills being collected starting year 1. This change will require approval by ordinance.

Does the Committee wish to forward these items to the July 19, 2021 study session?

Committee Discussion

Council Member Gardner (CM): One of my questions was on East Bend Metro District. Can you tell me what type of product that is? It looks like it's residential, but is it a single family? I didn't pick up on that.

C. Dancy: That's a good question. I don't know that information has been provided to us yet. It appears to be possibly paired home product. That I would certainly divert to the developer or the legal counsel if they have more information on that.

E. Cortese: I'm here with Megan Becher and I can answer that question. It's 72 lots. I'm filling in for general counsel who is typically here. So, it's a small subdivision but it's managing the assets of single family residential with 72 lots.

CM Gardner: Okay thank you. CM Gruber do you have any questions?

CM Gruber: Yes, I do. I would like to review several of the Villages at Murphy Creek. You're probably aware that we've had discussions every time we've added to Murphy Creek. The community has raised questions, so I would like to know whether or not the people within this metro district will be sharing resources with the other districts swimming pool and things like that. I don't know who's here to address Murphy Creek. Do we have anyone here doing that?

C. Dancy: We should have counsel from Murphy Creek. Perhaps not. I can certainly follow up CM Gruber and get that answered for you.

CM Gruber: Okay. So, during other discussions on Murphy Creek metro districts. You may remember that Murphy Creek was a single metro district they divided. There were questions about debt and who's responsible for the debt on either side of Jewell Avenue. I believe that was resolved. There was another metro district established following those discussions, that kicked off a discussion about amenities the general Murphy Creek amenities, and how those amenities will be used and questions as to whether or not the amenities within the general Murphy Creek were large enough to support the growth. Some of the existing residents said those amenities were already fully occupied such as the swimming pool, the clubhouse, and so on. That adding additional people without increasing amenities for those people would create stress and impact housing values and things like that within the rest of the community. So, my specific questions are on Villages at Murphy Creek District No.3 and Villages at Murphy Creek Metro District No. 4. My question is whether or not those will bring their own amenities? Whether or not those will be restricted from using the other amenities, and how that will play out?

C. Dancy: Elisabeth, I just noticed that Paula was unable to attend, and she said that you could answer questions on Murphy Creek as well.

E. Cortese: Yes. Sorry I was having difficulty getting my mute to unmute. The concept here is that because the projected build out for the builders at Murphy Creek is such an extended build out and it's such a large area. That by having multiple districts it allows for the improvements to be paid for and development to pay its own way as the build out proceeds. So, you don't have one district with one group of people paying for the entire process throughout. So, the service plans allow for there to be in our governmental agreements, as do the statues for the districts to work together if they want to. But they are not necessarily required to either. Each has its own separate entity.

CM Gruber: Okay, I understand that part. I understand that metro districts will be independent governments, it will have an independent governance per metro district. I understand that and I understand how the metro district will pay their own way. The question is whether or not Murphy Creek in general, the large enterprise of Murphy Creek and all of the metro districts, or only a

subset currently shares the swimming pool and the clubhouse. So, my specific question is will these additional metro districts that are going in have access to those? Will they be included as members of the existing amenities, or whether not these districts will create their own amenities independent of what already exists at Murphy Creek?

E. Cortese: Okay, I'm sorry. I misunderstood the question. I will need to get back on that and get that answer. So, we can follow up and can send an email, but we can get that information for you how the amenities are working. I apologize that I don't have that answer.

CM Gruber: If we move this forward and frankly CM Gardner, I'm good with moving this forward. But I do think we need that area documented prior to arriving to Study Session. So, it can be included in the Study Session read ahead, so that they can allay the concerns of some of the questions that we can pretty much bet will arise.

E. Cortese: Absolutely, we can get you that information.

C. Dancy: Elisabeth, if I could make a suggestion. I would suggest we revise the transmittal letter that was submitted to include that information and then we can attach that to the Study Session packet. That way all the information is from one place.

E. Cortese: Perfect.

CM Gruber: Thank you. I have no further questions.

CM Gardner: Okay, so I guess with that all being said. It sounds like CM Gruber you're okay moving this forward assuming you're able to get this information by the Study Session.

CM Gruber: Yes, I am.

CM Gardner: Okay, I'm okay with that as well. So, we will move this forward.

Outcome

The Committee recommended the item move forward to Study Session.

Follow-up Action

Staff will forward the item to July 19, 2021 Study Session.

RESOLUTION NO. R2021-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE SERVICE PLAN FOR THE BLUE EAGLE METROPOLITAN DISTRICT NOS. 1-5 AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA COLORADO AND THE DISTRICTS

WHEREAS, pursuant to Section 32-1-204.5, C.R.S., as amended, and Section 122-29 of the City Code, a Service Plan (the "Service Plan") for the Blue Eagle Metropolitan District Nos. 1-4 (the "Districts") has been submitted to the City Council (the "City Council") of the City of Aurora, Colorado (the "City"); and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, and Chapter 122 of the City Code, the City Council is to hold a public hearing on the Service Plan for the 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 City Council has considered the Service Plan and all other testimony and evidence presented at the hearing; and

WHEREAS, the City Council finds that the Service Plan should be approved without conditions, as permitted by Sections 32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended, and Section 122-34(a) of the City Code; and

WHEREAS, the City Council further finds that it is in the best interests of the citizens of the City to enter into an Intergovernmental Agreement (the "IGA") with the Districts for the purpose of assigning the relative rights and responsibilities between the City and the Districts with respect to certain functions, operations, and obligations of the Districts; and

WHEREAS, Section 10-12 of the City Charter requires a resolution to authorize the execution of intergovernmental agreements.

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

Section 1. The City Council hereby finds and determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, and Chapter 122 of the City Code relating to the filing of the Service Plan for the Districts have been fulfilled and that notice of the hearing was given in the time and manner required by law and that City Council has jurisdiction to act on the Service Plan.

Section 2. The City Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard and that evidence satisfactory to the City Council of each of the following was presented:

- a. There is sufficient existing and projected need for organized service in the area to be serviced by the Districts;
- b. The existing service in the area to be served by the Districts is inadequate for present and projected needs;
- c. The Districts are capable of providing economical and sufficient service to the area within their proposed boundaries;
- d. The area to be included in the Districts has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;
- e. Adequate service is not, or will not be, available to the area through the City, Adams County, or other existing municipal or quasi-municipal corporations, including other existing title 32 districts, within a reasonable time and on a comparable basis;
- f. The facility and service standards of the Districts are compatible with the facility and service standards of the City;
- g. The proposed Service Plan is in substantial compliance with the comprehensive plan of the City as adopted pursuant to the City Code;
- h. The proposed Service Plan is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area; and
- i. The creation of the Districts will be in the best interests of the area proposed to be served.

Section 3. The City Council hereby approves the Service Plan for the Districts as submitted.

Section 4. The Mayor and the City Clerk are hereby authorized to execute, on behalf of the City, the IGA in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

Section 5. The Districts shall not be authorized to incur any bonded indebtedness until such time as the Districts have approved and executed the IGA.

Section 6. This Resolution shall be filed in the records of the City and a certified copy thereof submitted to the petitioners for the Districts for the purpose of filing in the District Court of Adams County.

Section 7. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Resolution, are hereby rescinded.

RESOLVED AND PASSED this ____ day of _____, 2021.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

 *CMcK*

BRIAN J. RULLA, Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: A Resolution to Approve the Marquest Airport Park Metropolitan District Service Plan
Item Initiator: Cesarina Dancy, Development Project Manager, Office of Development Assistance
Staff Source/Legal Source: Cesarina Dancy, Development Project Manager, Office of Development Assistance/ Brian Rulla, Assistant City Attorney
Outside Speaker:
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 7/19/2021

Regular Meeting: 8/9/2021

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

- Approve Item as proposed at Study Session Information Only
- Approve Item and Move Forward to Regular Meeting
- Approve Item as proposed at Regular Meeting
- Approve Item with Waiver of Reconsideration
Why is a waiver needed? [Click or tap here to enter text.](#)

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 6/22/2021

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

- Recommends Approval Does Not Recommend Approval
- Forwarded Without Recommendation Recommendation Report Attached
- Minutes Attached Minutes Not Available
-

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

In 2004, the City adopted a model service plan for Title 32 Metropolitan District with the intent that any proposed service plan for a metropolitan district will be compliant with the model. The model service plan provides the following key features:

1. Maximum debt mill levy of 50 mills
2. Maximum term for debt repayment of 40 years,
3. Agreement to impose the Aurora Regional Improvements (ARI) mill levy

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

A Service Plan for the Marquest Airport Park Metropolitan District has been submitted for the November 2021 election cycle. The proposed districts is located at the Southwest corner of E 56th Avenue and N Hayesmount Road (vicinity map attached). The districts are to serve a 157.3 acre commercial and industrial development.

The proposed Marquest Airport Mark Metropolitan District service plan and IGA attached are in compliance with the model.

QUESTIONS FOR COUNCIL

Does Council wish to move this item forward to the August 9, 2021 Regular Council Meeting?

LEGAL COMMENTS

Section 32-1-204.5(1), C.R.S. provides that no special district shall be organized if its boundaries are wholly contained within the boundaries of a municipality, except upon adoptions of a resolution of approval by the governing body of such municipality.

Chapter 122 of the City Code establishes the procedure by which the proponents of a special district may seek approval for their district from the City. Section 122-32 of the City Code requires that the City Council conduct a public hearing regarding approval of the proposed district and its service plan. Thereafter, the City Council shall adopt a resolution (1) approving the service plan without conditions or modifications; (2) disapproving the service plan; or (3) conditionally approving the service plan subject to the submission of information relating to, or the modification of, the service plan. (City Code Section. 122-35).

Section 122-30(21) further requires that the special district enter into a written agreement with the City. The proposed Intergovernmental Agreement satisfies the requirements set forth therein. As the proposed Agreement is with another governmental entity, a resolution is required to authorize its execution. (City Charter Section 10-12.)

(Rulla)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: Approval of this district will allow the cost of providing infrastructure and certain operating costs to be passed on to the district property owners via metropolitan district taxes and fees. The debt service will be paid by metropolitan district property taxes.

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: Title 32 Metropolitan Districts have the authority to levy a property tax within the boundaries of the District. Approval of these districts will provide a mechanism for the developer to finance infrastructure for new development by recovering the associated costs through metropolitan district taxes.



SHAREHOLDERS
Paul R. Cockrel
Robert G. Cole
Timothy J. Flynn
Evan D. Ela
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May 12, 2021

Cesarina Dancy
Development Project Coordinator
City of Aurora
Office of Development Assistance
15151 East Alameda Parkway
Suite 5200
Aurora, Colorado 80012-1553

Re: Transmittal of Service Plan for Marquest Airport Park Metropolitan District (the "Service Plan")

Dear Ms. Dancy:

Please be advised as follows relative to the preliminary submittal of the attached Service Plan:

a. The name of the proposed metropolitan district is Marquest Airport Park Metropolitan District (the "District").

b. Contact Information:

(i) District's Counsel: Collins Cockrel & Cole, P.C.
390 Union Boulevard, Suite 400
Denver, Colorado 80228
Attn: Matt Ruhland
Phone: 303-986-1551
Email: mruhland@cccfirm.com

(ii) Petitioner/Owner/Developer: Marquest, LLC
13015 West Auburn Place
Lakewood, Colorado 80228
Attn: Charles Santaularia
Phone: 303-284-9232
Email: marbellaventures@gmail.com

{00822568.DOCX / }



- c. The proposed Service Plan is for a new single district that will serve the Marquest Airport Park development (the "Project").
- d. The type of development is anticipated to be industrial.
- e. Pre-application for the Project was completed in mid-April and Petitioner intends to submit the first submittal package for the Project's Master Plan to the City shortly.
- f. The District is needed to finance the public improvements to serve the development of the Project. In addition, to further efficiencies, it is possible the District may service in lieu of an Owners' Association.
- g. The proposed Service Plan is an exact copy of the City of Aurora's 2021 Model Single District Single Service Plan and any and all changes from the model are clearly identified.
- h. The Debt Limit reported in Section V.A.10. (Total Debt Issuance Limitation) and VII.A. (Financial Plan – General) includes any debt associated with regional improvements as described in the last sentence of Section VI.C.
- i. There are no special requests.

j. Please be advised the following financial data relative to the Service Plan:

Name of the Metropolitan District	Public Improvements	Debt Limit	Debt Limit includes ARI? Yes or No	ARI Debt Limit	Total Debt Capacity	Organizing and Operating Reimbursement	1 st Year Operating and Maintenance
{Location in Service Plan}	V.B.	V.A.10.	From this transmittal letter	VI.C.	Calculate	VII.I.	VII.I.
Marquest Airport Park Metropolitan District	\$39,687,600	\$80,000,000	Yes	\$39,687,600	\$80,000,000	\$75,000	\$50,000

We will submit a check for the application fee at such time as our submittal is accepted and we make the formal submittal. Should you have any questions or need any further information to process this Service Plan, please do not hesitate to contact me.

Sincerely,

Matthew P. Ruhland

**MODEL SERVICE PLAN
FOR
MARQUEST AIRPORT PARK METROPOLITAN DISTRICT
CITY OF AURORA, COLORADO**

Prepared

by

**COLLINS COCREL & COLE, P.C.
390 UNION BOULEVARD, SUITE 400
DENVER, COLORADO 80228**

August 2, 2021

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EXHIBIT B	Aurora Vicinity Map
EXHIBIT C	Initial District 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.

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 (20th) year; and (ii) shall be five (5) mills from the twenty-first (21st) year through the fortieth (40th) 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.

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 Marquest Airport Park 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.

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**, 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 Marquest Airport Park.

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.

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 One Hundred Fifty-Seven and Three-Tenths (157.3) 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**. 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-Seven and Three-Tenths (157.3) acres of commercial/industrial 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 daytime population of the District at build-out is estimated to be approximately nine hundred (900) people.

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Service Plan Amendment.

The District shall have the power and authority to provide the Public Improvements and related operation and maintenance services within and without the boundaries of the District as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

In connection with the performance of all acts or activities hereunder, the District shall not violate any protection clauses of the United States or Colorado State Constitutions. The District shall not discriminate against any person because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability, and further shall insert the foregoing provision in contracts or subcontracts let by the District to accomplish the purposes of this service plan.

1. Operations and Maintenance Limitation. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements to the City or other appropriate jurisdiction or 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.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.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.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.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 District shall not include within its boundaries any property outside the Service Area without the prior written consent of the City.

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.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. Total Debt Issuance Limitation. The District shall not issue Debt in excess of Eighty Million Dollars (\$80,000,000). 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. 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. 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. 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: 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. 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 Thirty-Nine Million, Six Hundred Eighty-Seven Thousand, Six Hundred Dollars (\$39,687,600).

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 Thirty-Nine Million, Six Hundred Eighty-Seven Thousand, Six Hundred Dollars (\$39,687,600) 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 Eighty Million Dollars (\$80,000,000) 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(I), 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.

VIII. ANNUAL REPORT

A. General.

The District shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.
2. Intergovernmental Agreements with other governmental entities, either entered into or proposed as of December 31 of the prior year.
3. Copies of the District's rules and regulations, if any as of December 31 of the prior year.
4. A summary of any litigation which involves the District Public Improvements as of December 31 of the prior year.
5. Status of the District's construction of the Public Improvements as of December 31 of the prior year.
6. A list of all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of December 31 of the prior year.
7. The assessed valuation of the District for the current year.
8. Current year budget including a description of the Public Improvements to be constructed in such year.
9. Audit of the District's financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.
10. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.
11. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

IX. DISSOLUTION

Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

X. DISCLOSURE TO PURCHASERS

The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's

authority to impose and collect rates, Fees, tolls and charges. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

XI. INTERGOVERNMENTAL AGREEMENT

The form of the intergovernmental agreement required by the City Code, relating to the limitations imposed on the District's activities, is attached hereto as **Exhibit D**. The District shall approve the intergovernmental agreement in the form attached as **Exhibit D** at its first Board meeting after its organizational election. Failure of the District to execute the intergovernmental agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The City Council shall approve the intergovernmental agreement in the form attached as **Exhibit D** at the public hearing approving the Service Plan.

XII. CONCLUSION

It is submitted that this Service Plan for the District, as required by Section 32-1-203(2), C.R.S., and Section 122-35 of the City Code, establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;
2. The existing service in the area to be served by the District is inadequate for present and projected needs;
3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries; and
4. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.
5. Adequate service is not, and will not be, available to the area through the City or county or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.
6. The facility and service standards of the District are compatible with the facility and service standards of the City within which the special district is to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.
7. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the City Code.
8. The proposal is in compliance with any duly adopted City, regional or state long-range water quality management plan for the area.
9. The creation of the District is in the best interests of the area proposed to be served.

EXHIBIT A

Legal Descriptions

PARCEL DESCRIPTION

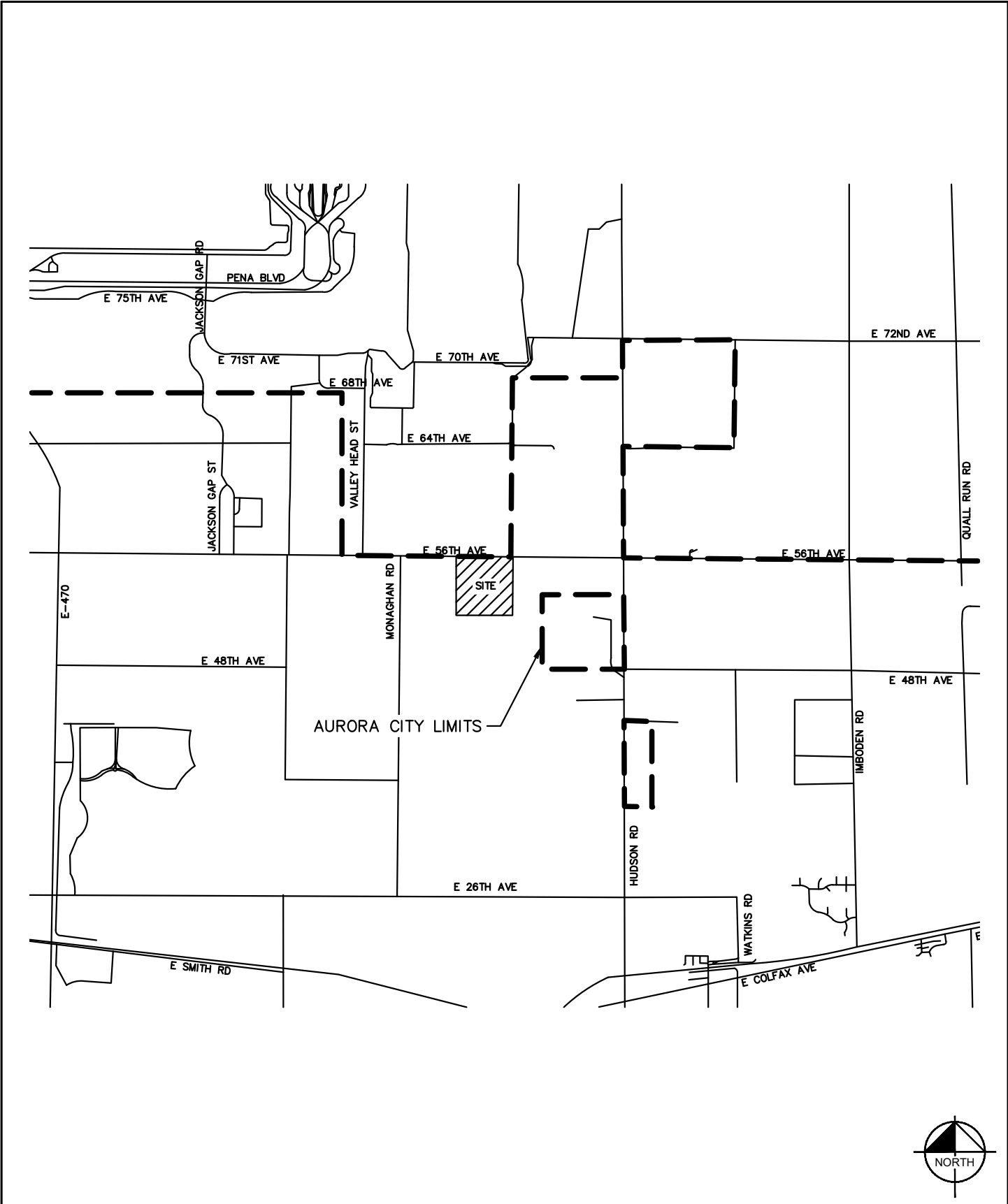
**(PROVIDED BY FIDELITY NATIONAL TITLE COMPANY)
DEED RECORDED ON 07/19/2019 AT REC. NO. 2019000057675**

**THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH
PRINCIPAL MERIDIAN, EXCEPT THAT PORTION DESCRIBED IN SPECIAL WARRANTY DEED REDORDED
APRIL 25, 2000 IN BOOK 6105 AT PAGE 228.**

COUNTY OF ADAMS, STATE OF COLORADO.

EXHIBIT B

Aurora Vicinity Map



Kimley»Horn

4582 S Ulster St #1500, Denver, CO 80237
(303) 228-2300

MarQuest, LLC
Metropolitan District

VICINITY MAP

Sheet

VM

Scale 1" = 2000'

Date

May 2021

EXHIBIT C

Initial District Boundary Map

N89°26'19"E 2653.51'

E 56TH AVE

S89°27'23"W 2653.44'

S0°04'28"E 2578.33'

N0°14'15"W 2579.86'

HAYESMOUNT RD

N89°29'26"E 2660.78'

S89°29'57"W 2652.19'



Kimley»Horn

4582 S Ulster St #1500, Denver, CO 80237
(303) 228-2300

MarQuest, LLC
Metropolitan District

BOUNDARY MAP

Sheet

BM

Scale 1" = 500'

Date

May 2021

EXHIBIT D

Intergovernmental Agreement between the District and Aurora

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF AURORA, COLORADO
AND
MARQUEST AIRPORT PARK 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 MARQUEST AIRPORT PARK 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 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 District shall not include within its boundaries any property outside the Service Area without the prior written consent of the City.

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 Eighty Million Dollars (\$80,000,000).

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: Marquest Airport Park Metropolitan District
390 Union Boulevard, Suite 400
Denver, Colorado 80228
Attn: Matthew Ruhland
Phone: 303-986-1551

To the City: City of Aurora
15151 E. Alameda Pkwy., 5th Floor
Aurora, CO 80012
Attn: Daniel L. Brotzman, City Attorney
Phone: (303) 739-7030
Fax: (303) 739-7042

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]

MARQUEST AIRPORT PARK
METROPOLITAN DISTRICT

By: _____
President

Attest:

Secretary

CITY OF AURORA, COLORADO

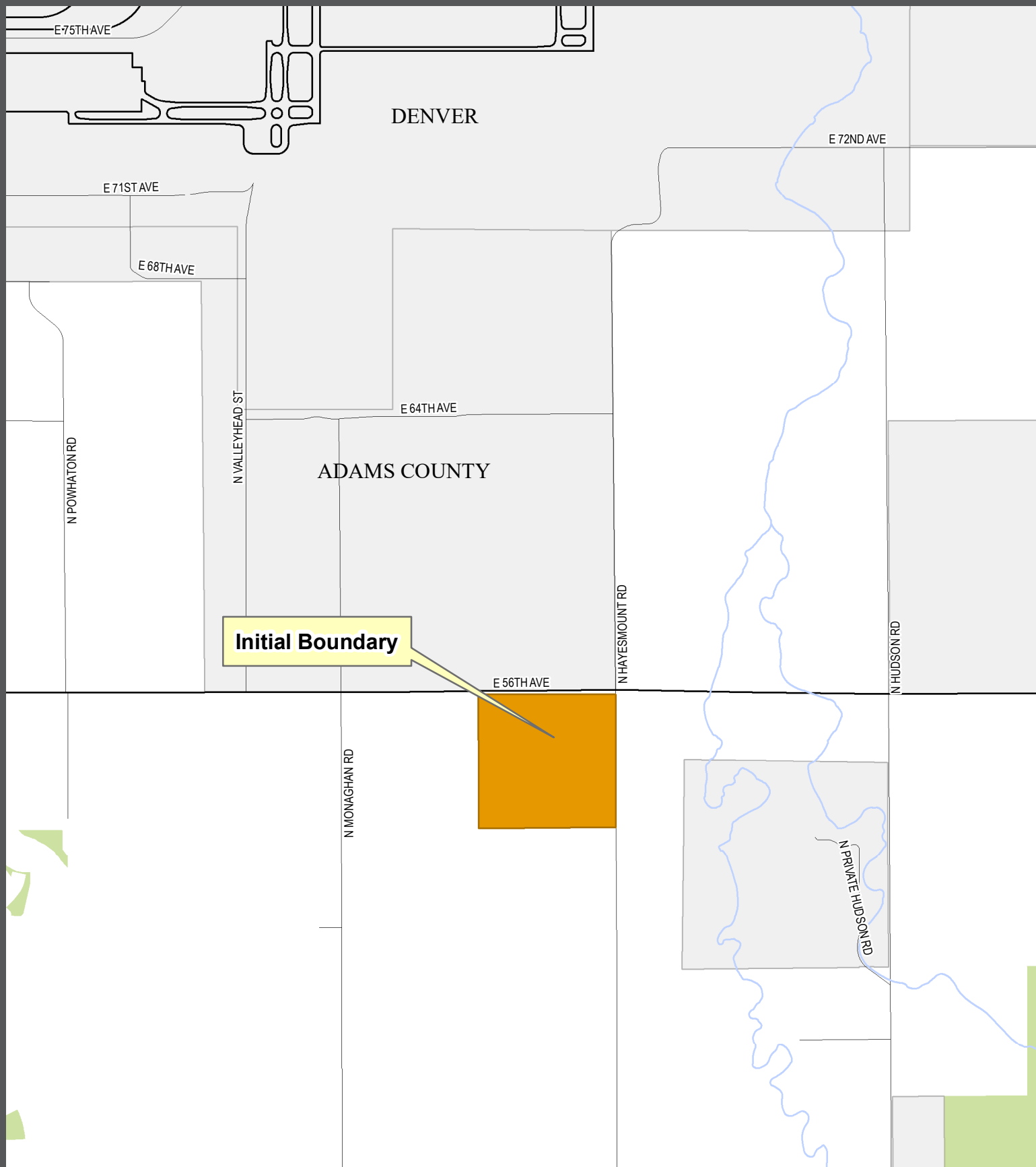
By: _____
MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

BRIAN J. RULLA, Assistant City Attorney



Planning & Development Services

15151 E. Alameda Parkway
 Aurora CO 80012 USA
 AuroraGov.org
 303.739.7250
 GIS@auroragov.org

City of Aurora, Colorado

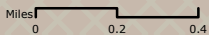
Marquest Airport Park
 Metropolitan District

June 4, 2021



Legend

- Marquest Airport Park Metropolitan District
- Creeks
- Parks and Open Space
- Other Jurisdictions



MANAGEMENT AND FINANCE POLICY COMMITTEE MEETING
June 22, 2021

TITLE 32 METROPOLITAN DISTRICTS

Summary of Issue and Discussion

Cesarina Dancy, Development Project Manager introduced the proposed service plans. In 2004, the City adopted a model service plan for Title 32 Metropolitan Districts with the intent that any proposed service plan for a new metropolitan district will be compliant with the model. The model service plan provides the following key features:

1. Maximum debt mill levy of 50 mills
2. Maximum term for debt repayment of 40 years
3. Agreement to impose the Aurora Regional Improvements (ARI) mill levy.

For the November 2021 cycle, eight new districts are proposed. All of the proposed districts are fully compliant with the current model with one exception (WH Nos. 1-10).

Proposed Service Plans:

- A. Blue Eagle Metropolitan Districts Nos. 1-5
 - a. Location – West of N Hudson Road between E 26th Avenue and E Colfax Avenue
 - b. Size – 406 acres (additional 114 acres for inclusion area)
 - c. Type of District – Commercial
 - d. Debt Limit - \$200,000,000
 - e. Current Development Status – Vacant Property

- B. Buckley Yard Metropolitan Districts Nos. 1-2
 - a. Location – Southeast corner of E Alameda Drive and S Airport Boulevard
 - b. Size – 37 acres
 - c. Type of District – Residential
 - d. Population Projection: 598
 - e. Debt Limit - \$16,000,000
 - f. Current Development Status – Vacant Property

- C. East Bend Metropolitan District
 - a. Location – Southeast corner of S Andes Circle and S Tower Road
 - b. Size – .352 acres (additional 9.969 acres for inclusion area)
 - c. Type of District – Residential
 - d. Population Projection: 230
 - e. Debt Limit - \$5,000,000
 - f. Current Development Status – Vacant Property

- D. Marquest Airport Park Metropolitan District
 - a. Location – Southwest corner of E 56th Avenue and N Hayesmount Road
 - b. Size – 157.3 acres
 - c. Type of District – Commercial and Industrial

- d. Debt Limit - \$80,000,000
- e. Current Development Status – Vacant Property

E. The Overlook at Kings Point South Metropolitan District

- a. Location – East of E-470 and West of Arrowshaft Trail
- b. Size – 103.21 acres
- c. Type of District – Residential- Population Projection: 609
- d. Debt Limit - \$65,000,000
- e. Current Development Status – Vacant Property

F. Villages at Murphy Creek Metropolitan District No. 3

- a. Location – Southeast corner of Harvest Road and Yale Avenue
- b. Size – .037 acres (additional 208.588 acres for inclusion area)
- c. Type of District – Residential- Population Projection: 3,712
- d. Debt Limit - \$70,000,000
- e. Current Development Status – Vacant Property

G. Villages at Murphy Creek Metropolitan District No. 4

- a. Location – Southeast corner of Harvest Road and Yale Avenue
- b. Size – 208 acres
- c. Type of District – Residential- Population Projection: 3,712
- d. Debt Limit - \$70,000,000
- e. Current Development Status – Vacant Property

H. WH Metropolitan Districts Nos. 1-10 (No. 1 Amended and Restated; Nos. 2-10 consolidated)

- a. Location – South of E 56th Avenue, West of Harvest Road, and East of N Picadilly Road
- b. Size – 236 acres (additional 627 acres for inclusion area)
- c. Type of District – Mixed Use/Residential- Population Projection: 5,625
- d. Debt Limit - \$950,000,000
- e. Current Development Status – Vacant Property
- f. Deviation from model: Requesting the ARI mill levy deviate from the model of increasing the number of mills collected over time from 1-5 mills to 5 mills being collected starting year 1. This change will require approval by ordinance.

Does the Committee wish to forward these items to the July 19, 2021 study session?

Committee Discussion

Council Member Gardner (CM): One of my questions was on East Bend Metro District. Can you tell me what type of product that is? It looks like it's residential, but is it a single family? I didn't pick up on that.

C. Dancy: That's a good question. I don't know that information has been provided to us yet. It appears to be possibly paired home product. That I would certainly divert to the developer or the legal counsel if they have more information on that.

E. Cortese: I'm here with Megan Becher and I can answer that question. It's 72 lots. I'm filling in for general counsel who is typically here. So, it's a small subdivision but it's managing the assets of single family residential with 72 lots.

CM Gardner: Okay thank you. CM Gruber do you have any questions?

CM Gruber: Yes, I do. I would like to review several of the Villages at Murphy Creek. You're probably aware that we've had discussions every time we've added to Murphy Creek. The community has raised questions, so I would like to know whether or not the people within this metro district will be sharing resources with the other districts swimming pool and things like that. I don't know who's here to address Murphy Creek. Do we have anyone here doing that?

C. Dancy: We should have counsel from Murphy Creek. Perhaps not. I can certainly follow up CM Gruber and get that answered for you.

CM Gruber: Okay. So, during other discussions on Murphy Creek metro districts. You may remember that Murphy Creek was a single metro district they divided. There were questions about debt and who's responsible for the debt on either side of Jewell Avenue. I believe that was resolved. There was another metro district established following those discussions, that kicked off a discussion about amenities the general Murphy Creek amenities, and how those amenities will be used and questions as to whether or not the amenities within the general Murphy Creek were large enough to support the growth. Some of the existing residents said those amenities were already fully occupied such as the swimming pool, the clubhouse, and so on. That adding additional people without increasing amenities for those people would create stress and impact housing values and things like that within the rest of the community. So, my specific questions are on Villages at Murphy Creek District No.3 and Villages at Murphy Creek Metro District No. 4. My question is whether or not those will bring their own amenities? Whether or not those will be restricted from using the other amenities, and how that will play out?

C. Dancy: Elisabeth, I just noticed that Paula was unable to attend, and she said that you could answer questions on Murphy Creek as well.

E. Cortese: Yes. Sorry I was having difficulty getting my mute to unmute. The concept here is that because the projected build out for the builders at Murphy Creek is such an extended build out and it's such a large area. That by having multiple districts it allows for the improvements to be paid for and development to pay its own way as the build out proceeds. So, you don't have one district with one group of people paying for the entire process throughout. So, the service plans allow for there to be in our governmental agreements, as do the statues for the districts to work together if they want to. But they are not necessarily required to either. Each has its own separate entity.

CM Gruber: Okay, I understand that part. I understand that metro districts will be independent governments, it will have an independent governance per metro district. I understand that and I understand how the metro district will pay their own way. The question is whether or not Murphy Creek in general, the large enterprise of Murphy Creek and all of the metro districts, or only a

subset currently shares the swimming pool and the clubhouse. So, my specific question is will these additional metro districts that are going in have access to those? Will they be included as members of the existing amenities, or whether not these districts will create their own amenities independent of what already exists at Murphy Creek?

E. Cortese: Okay, I'm sorry. I misunderstood the question. I will need to get back on that and get that answer. So, we can follow up and can send an email, but we can get that information for you how the amenities are working. I apologize that I don't have that answer.

CM Gruber: If we move this forward and frankly CM Gardner, I'm good with moving this forward. But I do think we need that area documented prior to arriving to Study Session. So, it can be included in the Study Session read ahead, so that they can allay the concerns of some of the questions that we can pretty much bet will arise.

E. Cortese: Absolutely, we can get you that information.

C. Dancy: Elisabeth, if I could make a suggestion. I would suggest we revise the transmittal letter that was submitted to include that information and then we can attach that to the Study Session packet. That way all the information is from one place.

E. Cortese: Perfect.

CM Gruber: Thank you. I have no further questions.

CM Gardner: Okay, so I guess with that all being said. It sounds like CM Gruber you're okay moving this forward assuming you're able to get this information by the Study Session.

CM Gruber: Yes, I am.

CM Gardner: Okay, I'm okay with that as well. So, we will move this forward.

Outcome

The Committee recommended the item move forward to Study Session.

Follow-up Action

Staff will forward the item to July 19, 2021 Study Session.

RESOLUTION NO. R2021-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO,
APPROVING THE SERVICE PLAN FOR THE MARQUEST AIRPORT PARK
METROPOLITAN DISTRICT AND AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA
COLORADO AND THE DISTRICT

WHEREAS, pursuant to Section 32-1-204.5, C.R.S., as amended, and Section 122-29 of the City Code, a Service Plan (the "Service Plan") for the Marquest Airport Park Metropolitan District (the "District") has been submitted to the City Council (the "City Council") of the City of Aurora, Colorado (the "City"); and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, and Chapter 122 of the City Code, the City Council is to hold a public hearing on the Service Plan for the District; and

WHEREAS, notice of the hearing before the City Council was duly published in the *Aurora Sentinel*, a newspaper of general circulation within the City, as required by law, and mailed to all interested persons, the Division of Local Government, and the governing body of each municipality and title 32 district that has levied an ad valorem tax within the next preceding tax year and that has boundaries within a radius of three miles of the District; and

WHEREAS, the City Council has considered the Service Plan and all other testimony and evidence presented at the hearing; and

WHEREAS, the City Council finds that the Service Plan should be approved without conditions, as permitted by Sections 32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended, and Section 122-34(a) of the City Code; and

WHEREAS, the City Council further finds that it is in the best interests of the citizens of the City to enter into an Intergovernmental Agreement (the "IGA") with the District for the purpose of assigning the relative rights and responsibilities between the City and the District with respect to certain functions, operations, and obligations of the District; and

WHEREAS, Section 10-12 of the City Charter requires a resolution to authorize the execution of intergovernmental agreements.

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

Section 1. The City Council hereby finds and determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, and Chapter 122 of the City Code relating to the filing of the Service Plan for the District have been fulfilled and that notice of the hearing was given in the time and manner required by law and that City Council has jurisdiction to act on the Service Plan.

Section 2. The City Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard and that evidence satisfactory to the City Council of each of the following was presented:

- a. There is sufficient existing and projected need for organized service in the area to be serviced by the District;
- b. The existing service in the area to be served by the District is inadequate for present and projected needs;
- c. The District are capable of providing economical and sufficient service to the area within their proposed boundaries;
- d. The area to be included in the District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;
- e. Adequate service is not, or will not be, available to the area through the City, Adams County, or other existing municipal or quasi-municipal corporations, including other existing title 32 District, 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 Service Plan is in substantial compliance with the comprehensive plan of the City as adopted pursuant to the City Code;
- h. The proposed Service Plan is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area; and
- i. The creation of the District will be in the best interests of the area proposed to be served.

Section 3. The City Council hereby approves the Service Plan for the District as submitted.

Section 4. The Mayor and the City Clerk are hereby authorized to execute, on behalf of the City, the IGA in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

Section 5. The District shall not be authorized to incur any bonded indebtedness until such time as the District have approved and executed the IGA.

Section 6. This Resolution shall be filed in the records of the City and a certified copy thereof submitted to the petitioners for the District for the purpose of filing in the District Court of Adams County.

Section 7. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Resolution, are hereby rescinded.


RESOLVED AND PASSED this ____ day of _____, 2021.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:



BRIAN J. RULLA, Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: A Resolution to Approve the Overlook at Kings Point Metropolitan District Service Plan
Item Initiator: Cesarina Dancy, Development Project Manager, Office of Development Assistance
Staff Source/Legal Source: Cesarina Dancy, Development Project Manager, Office of Development Assistance/ Brian Rulla, Assistant City Attorney
Outside Speaker:
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 7/19/2021

Regular Meeting: 8/9/2021

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

- Approve Item as proposed at Study Session Information Only
- Approve Item and Move Forward to Regular Meeting
- Approve Item as proposed at Regular Meeting
- Approve Item with Waiver of Reconsideration
Why is a waiver needed?[Click or tap here to enter text.](#)

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 6/22/2021

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

- Recommends Approval Does Not Recommend Approval
- Forwarded Without Recommendation Recommendation Report Attached
- Minutes Attached Minutes Not Available
-

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

In 2004, the City adopted a model service plan for Title 32 Metropolitan Districts with the intent that any proposed service plan for a new metropolitan district will be compliant with the model. The model service plan provides the following key features:

1. Maximum debt mill levy of 50 mills
2. Maximum term for debt repayment of 40 years
3. Agreement to impose the Aurora Regional Improvements (ARI) mill levy

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

A Service Plan for the Overlook at Kings Point Metropolitan District has been submitted for the November 2021 election cycle. The proposed district is located – East of E-470 and West of Arrowshaft Trail (vicinity map attached). The districts are to serve a 103.21 acre residential development with a population projection of 609 residents.

The proposed Overlook at Kings Point service plan and IGA attached are in compliance with the model.

QUESTIONS FOR COUNCIL

Does Council wish to move this item forward to the August 9, 2021 Regular Council Meeting?

LEGAL COMMENTS

Section 32-1-204.5(1), C.R.S. provides that no special district shall be organized if its boundaries are wholly contained within the boundaries of a municipality, except upon adoptions of a resolution of approval by the governing body of such municipality.

Chapter 122 of the City Code establishes the procedure by which the proponents of a special district may seek approval for their district from the City. Section 122-32 of the City Code requires that the City Council conduct a public hearing regarding approval of the proposed district and its service plan. Thereafter, the City Council shall adopt a resolution (1) approving the service plan without conditions or modifications; (2) disapproving the service plan; or (3) conditionally approving the service plan subject to the submission of information relating to, or the modification of, the service plan. (City Code Section. 122-35).

Section 122-30(21) further requires that the special district enter into a written agreement with the City. The proposed Intergovernmental Agreement satisfies the requirements set forth therein. As the proposed Agreement is with another governmental entity, a resolution is required to authorize its execution. (City Charter Section 10-12.)

(Rulla)

PUBLIC FINANCIAL IMPACT

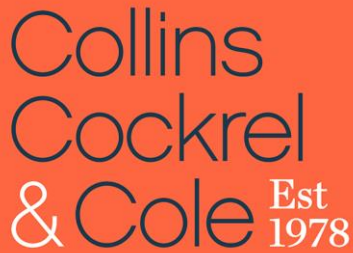
YES NO

If yes, explain: Approval of these districts will allow the cost of providing infrastructure and certain operating costs to be passed on to the district property owners via metropolitan district taxes and fees. The debt service will be paid by metropolitan district property taxes.

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: Title 32 Metropolitan Districts have the authority to levy a property tax within the boundaries of the District. Approval of these districts will provide a mechanism for the developer to finance infrastructure for new development by recovering the associated costs through metropolitan district taxes.



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May 12, 2021

Cesarina Dancy
Development Project Coordinator
City of Aurora
Office of Development Assistance
15151 East Alameda Parkway
Suite 5200
Aurora, Colorado 80012-1553

**Re: Transmittal of Service Plan for The Overlook at Kings Point
Metropolitan District (the "Service Plan")**

Dear Ms. Dancy:

Please be advised as follows relative to the preliminary submittal of the attached Service Plan:

a. The name of the proposed metropolitan district is The Overlook at Kings Point Metropolitan District (the "District").

b. Contact Information:

(i) District's Counsel: Collins Cockrel & Cole, P.C.
390 Union Boulevard, Suite 400
Denver, Colorado 80228
Attn: Matt Ruhland
Phone: 303-986-1551
Email: mruhland@cccfirm.com

(ii) Petitioner/Owner/Developer: Prusse Land Company, LLLP
9162 South Lost Hill Drive
Lone Tree, Colorado 80124
Attn: Roger Prusse
Phone: 303-898-1465
Email: ramjet911@gmail.com

{00822571.DOCX / }



- c. The proposed Service Plan is for a new single district that will serve the Overlook at Kings Point development (the “Project”).
- d. The type of development is anticipated to be residential.
- e. The City’s review process has not begun.
- f. The District is needed to finance the public improvements to serve the development of the Project. In addition, to further efficiencies, it is possible the District may service in lieu of an Owners’ Association.
- g. The proposed Service Plan is an exact copy of the City of Aurora’s 2021 Model Single District Single Service Plan and any and all changes from the model are clearly identified.
- h. The Debt Limit reported in Section V.A.10. (Total Debt Issuance Limitation) and VII.A. (Financial Plan – General) includes any debt associated with regional improvements as described in the last sentence of Section VI.C.
- i. There are no special requests.
- j. Please be advised the following financial data relative to the Service Plan:

Name of the Metropolitan District	Public Improvements	Debt Limit	Debt Limit includes ARI? Yes or No	ARI Debt Limit	Total Debt Capacity	Organizing and Operating Reimbursement	1 st Year Operating and Maintenance
{Location in Service Plan}	V.B.	V.A.10.	From this transmittal letter	VI.C.	Calculate	VII.I.	VII.I.
Overlook at Kings Point Metropolitan District	\$33,030,960	\$65,000,000	Yes	\$33,030,960	\$65,000,000	\$75,000	\$50,000

We will submit a check for the application fee at such time as our submittal is accepted and we make the formal submittal. Should you have any questions or need any further information to process this Service Plan, please do not hesitate to contact me.

Sincerely,

Matthew P. Ruhland



Planning & Development Services

15151 E. Alameda Parkway
 Aurora CO 80012 USA
 AuroraGov.org
 303.739.7250
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City of Aurora, Colorado

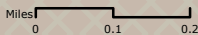
The Overlook at Kings Point South
 Metropolitan District

June 4, 2021



Legend

- The Overlook at Kings Point South
- Creeks
- Parks and Open Space
- Other Jurisdictions



**MODEL SERVICE PLAN
FOR
THE OVERLOOK AT KINGS POINT SOUTH METROPOLITAN DISTRICT
CITY OF AURORA, COLORADO**

Prepared

by

**COLLINS COCREL & COLE, P.C.
390 UNION BOULEVARD, SUITE 400
DENVER, COLORADO 80228**

August 2, 2021

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EXHIBIT C	Initial District 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.

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 (20th) year; and (ii) shall be five (5) mills from the twenty-first (21st) year through the fortieth (40th) 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.

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 Overlook at Kings Point South 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.

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**, 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 The Overlook at Kings Point South.

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.

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 One Hundred Three and Two Hundred and Two Thousandths (103.202) acres. A legal description of the Initial District Boundaries is attached hereto as **Exhibit A**. A vicinity map is attached hereto as **Exhibit B**. A map of the Initial District Boundaries is attached hereto as **Exhibit C**. 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 Three and Two Hundred and Two Thousandths (103.202) acres of residential 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 District at build-out is estimated to be approximately six hundred and nine (609) people.

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Service Plan Amendment.

The District shall have the power and authority to provide the Public Improvements and related operation and maintenance services within and without the boundaries of the District as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

In connection with the performance of all acts or activities hereunder, the District shall not violate any protection clauses of the United States or Colorado State Constitutions. The District shall not discriminate against any person because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability, and further shall insert the foregoing provision in contracts or subcontracts let by the District to accomplish the purposes of this service plan.

1. Operations and Maintenance Limitation. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements to the City or other appropriate jurisdiction or 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. 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 District shall not include within its boundaries any property outside the Service Area without the prior written consent of the City. 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 Sixty-Five Million Dollars (\$65,000,000).

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 Thirty-Three Million, Thirty Thousand, Nine-Hundred Sixty Dollars (\$33,030,960).

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 Thirty-Three Million, Thirty Thousand, Nine-Hundred Sixty Dollars (\$33,030,960) 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 Sixty-Five Million Dollars (\$65,000,000) 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-Fiver 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.

VIII. ANNUAL REPORT

A. General.

The District shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.
2. Intergovernmental Agreements with other governmental entities, either entered into or proposed as of December 31 of the prior year.
3. Copies of the District's rules and regulations, if any as of December 31 of the prior year.
4. A summary of any litigation which involves the District Public Improvements as of December 31 of the prior year.
5. Status of the District's construction of the Public Improvements as of December 31 of the prior year.
6. A list of all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of December 31 of the prior year.
7. The assessed valuation of the District for the current year.
8. Current year budget including a description of the Public Improvements to be constructed in such year.
9. Audit of the District's financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.
10. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.

11. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

IX. DISSOLUTION

Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

X. DISCLOSURE TO PURCHASERS

The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, Fees, tolls and charges. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

XI. INTERGOVERNMENTAL AGREEMENT

The form of the intergovernmental agreement required by the City Code, relating to the limitations imposed on the District's activities, is attached hereto as **Exhibit D**. The District shall approve the intergovernmental agreement in the form attached as **Exhibit D** at its first Board meeting after its organizational election. Failure of the District to execute the intergovernmental agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The City Council shall approve the intergovernmental agreement in the form attached as **Exhibit D** at the public hearing approving the Service Plan.

XII. CONCLUSION

It is submitted that this Service Plan for the District, as required by Section 32-1-203(2), C.R.S., and Section 122-35 of the City Code, establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;
2. The existing service in the area to be served by the District is inadequate for present and projected needs;
3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries; and
4. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

5. Adequate service is not, and will not be, available to the area through the City or county or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.

6. The facility and service standards of the District are compatible with the facility and service standards of the City within which the special district is to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.

7. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the City Code.

8. The proposal is in compliance with any duly adopted City, regional or state long-range water quality management plan for the area.

9. The creation of the District is in the best interests of the area proposed to be served.

EXHIBIT A

Legal Descriptions

**LEGAL DESCRIPTION OF THE DISTRICT BOUNDARIES
(EXHIBIT A)**

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 2;

THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, SOUTH 00°03'48" WEST, A DISTANCE OF 2,627.80 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 2;

THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2, NORTH 89°25'58" WEST, A DISTANCE OF 1,337.03 FEET TO THE SOUTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 2;

THENCE NORTH 00°19'39" EAST, A DISTANCE OF 651.20 FEET TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 2;

THENCE NORTH 19°29'47" WEST, A DISTANCE OF 630.88 FEET;

THENCE NORTH 41°43'23" WEST, A DISTANCE OF 445.38 FEET;

THENCE NORTH 17°03'02" WEST, A DISTANCE OF 359.46 FEET;

THENCE NORTH 45°29'12" WEST, A DISTANCE OF 396.24 FEET;

THENCE NORTH 42°58'49" WEST, A DISTANCE OF 322.35 FEET;

THENCE NORTH 04°39'46" EAST, A DISTANCE OF 160.66 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 2;

THENCE ALONG SAID NORTH LINE, NORTH 89°33'26" EAST, A DISTANCE OF 2,437.84 FEET TO THE **POINT OF BEGINNING**.

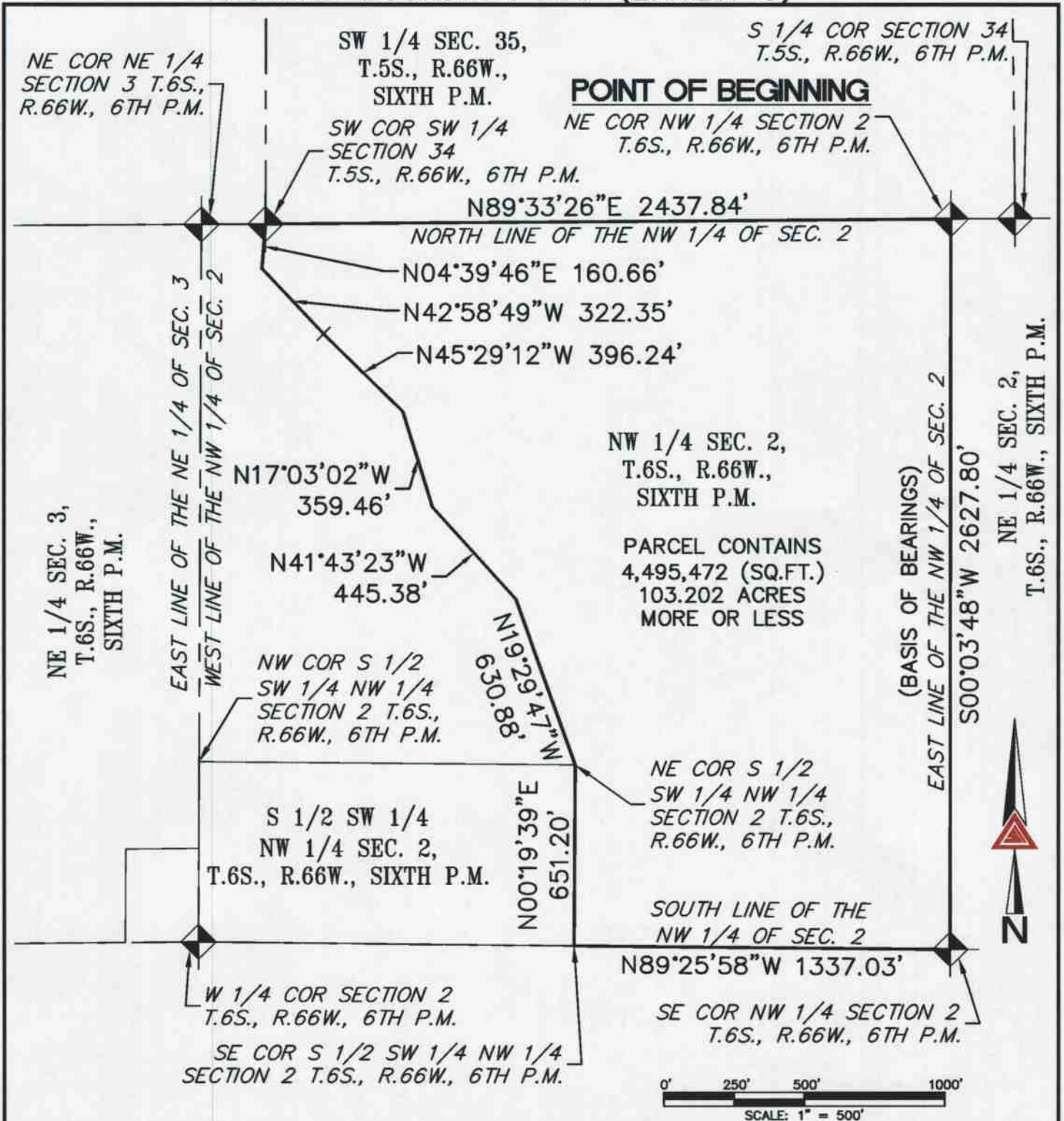
CONTAINING AN AREA OF 103.202 ACRES, (4,495,472 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



DALE C. RUSH
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 33204
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1, LITTLETON CO 80122

DISTRICT BOUNDARY MAP (EXHIBIT C)



NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH:
 DWG NAME: DISTRICT BOUNDARY.DWG
 DWG: BAM CHK: DCR
 DATE: 2021-06-02
 SCALE: 1" = 500'



AZTEC
 CONSULTANTS, INC.

300 East Mineral Ave,
 Suite 1
 Littleton, Colorado 80122
 Phone: (303)713-1898
 Fax: (303)713-1897
 www.aztecconsultants.com

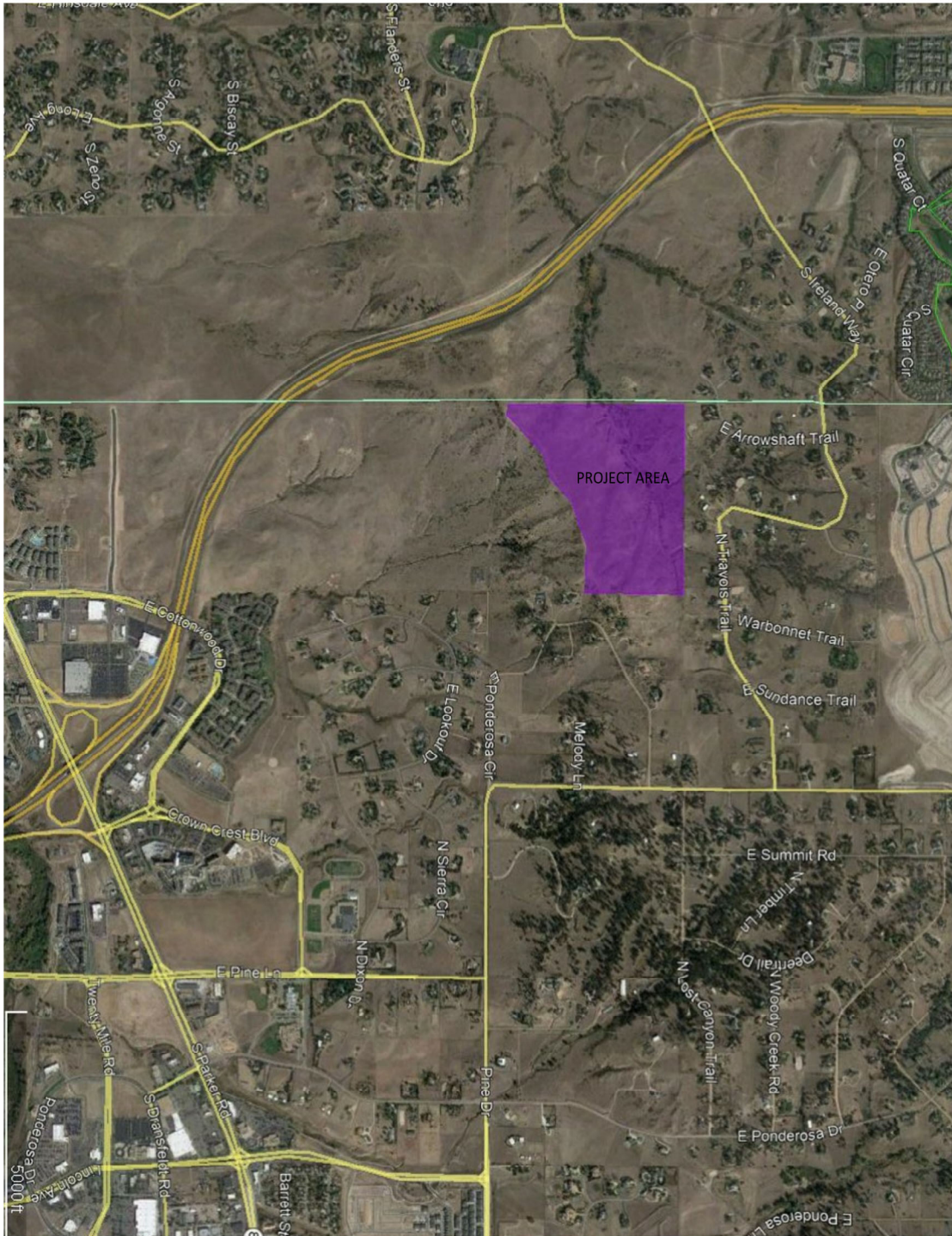
Q: 62321-01 - OVERLOOK AT KINGS POINT PLAT\DWG\EXHIBITS\

DISTRICT BOUNDARY
 NW 1/4 SEC. 2, T.6S., R.66W., 6TH P.M.
 DOUGLAS COUNTY, COLORADO
 JOB NUMBER 62321-01 2 OF 2 SHEETS

EXHIBIT B

Aurora Vicinity Map

VICINITY MAP – EXHIBIT B



PATH: Q:\DWG\EXHIBITS\
 DWG NAME: VIC MAP
 DWG: DCR CHK: DCR
 DATE: 6/17/2021
 SCALE: N/A



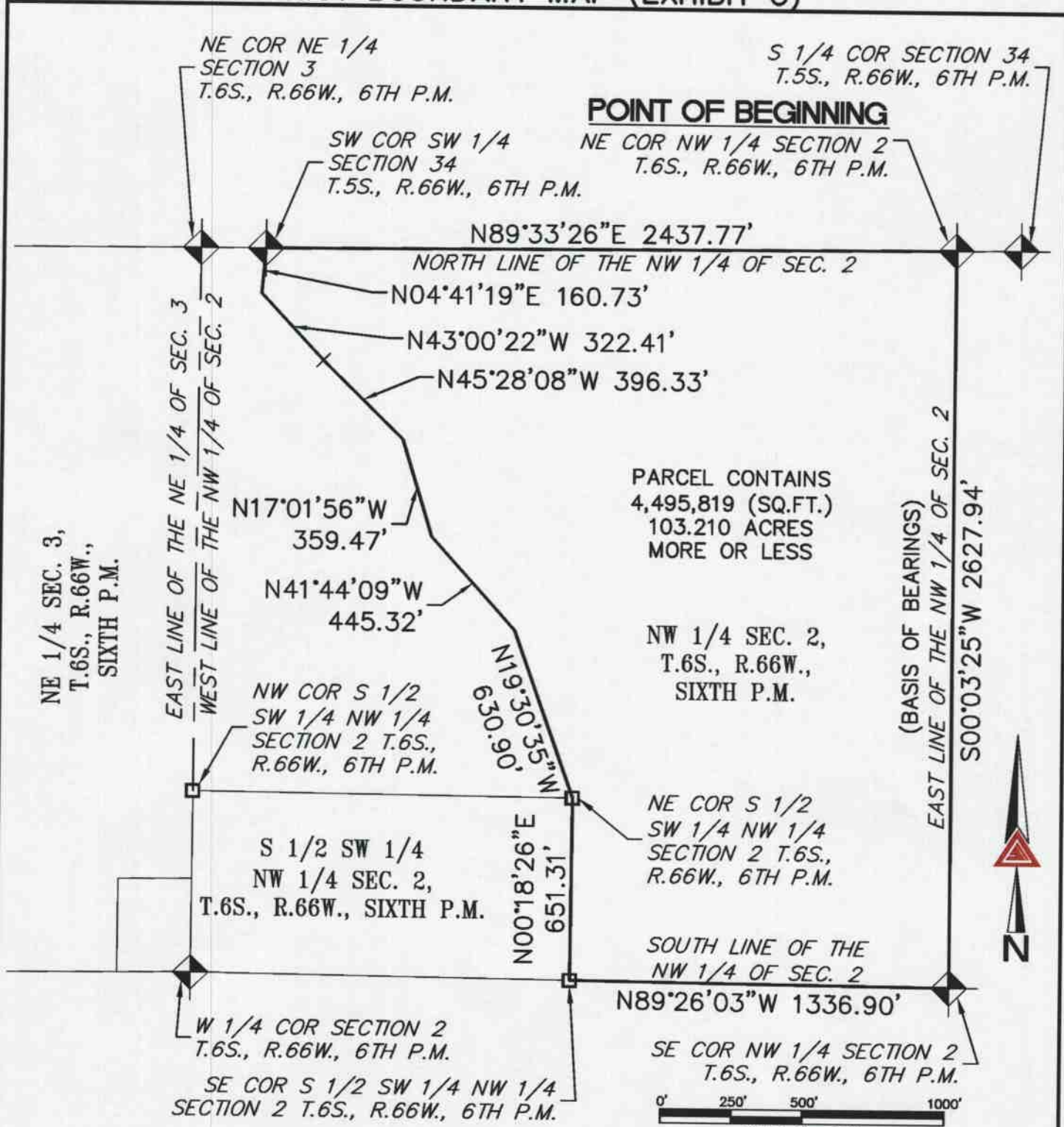
300 East Mineral Ave,
 Suite 1
 Littleton, Colorado 80122
 Phone: (303)713-1898
 Fax: (303)713-1897
www.aztecconsultants.com

VICINITY MAP - EXHIBIT B
OVERLOOK AT KINGS POINT
AURORA, CO

EXHIBIT C

Initial District Boundary Map

DISTRICT BOUNDARY MAP (EXHIBIT C)



NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH:
 DWG NAME: PRUSSE PARCEL.DWG
 DWG: BAM CHK: DCR
 DATE: 2021-05-12
 SCALE: 1" = 500'

AZTEC
 CONSULTANTS, INC.

300 East Mineral Ave,
 Suite 1
 Littleton, Colorado 80122
 Phone: (303)713-1898
 Fax: (303)713-1897
 www.aztecconsultants.com

PRUSSE PARCEL
 NW 1/4 SEC. 2, T.6S., R.66W., 6TH P.M.
 DOUGLAS COUNTY, COLORADO

JOB NUMBER 62321-01

EXHIBIT D

Intergovernmental Agreement between the District and Aurora

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF AURORA, COLORADO
AND
THE OVERLOOK AT KINGS POINT SOUTH 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 THE OVERLOOK AT KINGS POINT SOUTH 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 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 District shall not include within its boundaries any property outside the Service Area without the prior written consent of the City.

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 Sixty-Five Million Dollars (\$65,000,000).

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: The Overlook at Kings Point South Metropolitan
District
390 Union Boulevard, Suite 400
Denver, Colorado 80211
Attn: Matthew Ruhland
Phone: 303-986-1551

To the City: City of Aurora
15151 E. Alameda Pkwy., 5th Floor
Aurora, CO 80012
Attn: Daniel L. Brotzman, City Attorney
Phone: (303) 739-7030
Fax: (303) 739-7042

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]

THE OVERLOOK AT KINGS POINT
SOUTH 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

MANAGEMENT AND FINANCE POLICY COMMITTEE MEETING
June 22, 2021

TITLE 32 METROPOLITAN DISTRICTS

Summary of Issue and Discussion

Cesarina Dancy, Development Project Manager introduced the proposed service plans. In 2004, the City adopted a model service plan for Title 32 Metropolitan Districts with the intent that any proposed service plan for a new metropolitan district will be compliant with the model. The model service plan provides the following key features:

1. Maximum debt mill levy of 50 mills
2. Maximum term for debt repayment of 40 years
3. Agreement to impose the Aurora Regional Improvements (ARI) mill levy.

For the November 2021 cycle, eight new districts are proposed. All of the proposed districts are fully compliant with the current model with one exception (WH Nos. 1-10).

Proposed Service Plans:

A. Blue Eagle Metropolitan Districts Nos. 1-5

- a. Location – West of N Hudson Road between E 26th Avenue and E Colfax Avenue
- b. Size – 406 acres (additional 114 acres for inclusion area)
- c. Type of District – Commercial
- d. Debt Limit - \$200,000,000
- e. Current Development Status – Vacant Property

B. Buckley Yard Metropolitan Districts Nos. 1-2

- a. Location – Southeast corner of E Alameda Drive and S Airport Boulevard
- b. Size – 37 acres
- c. Type of District – Residential
- d. Population Projection: 598
- e. Debt Limit - \$16,000,000
- f. Current Development Status – Vacant Property

C. East Bend Metropolitan District

- a. Location – Southeast corner of S Andes Circle and S Tower Road
- b. Size – .352 acres (additional 9.969 acres for inclusion area)
- c. Type of District – Residential
- d. Population Projection: 230
- e. Debt Limit - \$5,000,000
- f. Current Development Status – Vacant Property

D. Marquest Airport Park Metropolitan District

- a. Location – Southwest corner of E 56th Avenue and N Hayesmount Road
- b. Size – 157.3 acres
- c. Type of District – Commercial and Industrial

- d. Debt Limit - \$80,000,000
- e. Current Development Status – Vacant Property

E. The Overlook at Kings Point South Metropolitan District

- a. Location – East of E-470 and West of Arrowshaft Trail
- b. Size – 103.21 acres
- c. Type of District – Residential- Population Projection: 609
- d. Debt Limit - \$65,000,000
- e. Current Development Status – Vacant Property

F. Villages at Murphy Creek Metropolitan District No. 3

- a. Location – Southeast corner of Harvest Road and Yale Avenue
- b. Size – .037 acres (additional 208.588 acres for inclusion area)
- c. Type of District – Residential- Population Projection: 3,712
- d. Debt Limit - \$70,000,000
- e. Current Development Status – Vacant Property

G. Villages at Murphy Creek Metropolitan District No. 4

- a. Location – Southeast corner of Harvest Road and Yale Avenue
- b. Size – 208 acres
- c. Type of District – Residential- Population Projection: 3,712
- d. Debt Limit - \$70,000,000
- e. Current Development Status – Vacant Property

H. WH Metropolitan Districts Nos. 1-10 (No. 1 Amended and Restated; Nos. 2-10 consolidated)

- a. Location – South of E 56th Avenue, West of Harvest Road, and East of N Picadilly Road
- b. Size – 236 acres (additional 627 acres for inclusion area)
- c. Type of District – Mixed Use/Residential- Population Projection: 5,625
- d. Debt Limit - \$950,000,000
- e. Current Development Status – Vacant Property
- f. Deviation from model: Requesting the ARI mill levy deviate from the model of increasing the number of mills collected over time from 1-5 mills to 5 mills being collected starting year 1. This change will require approval by ordinance.

Does the Committee wish to forward these items to the July 19, 2021 study session?

Committee Discussion

Council Member Gardner (CM): One of my questions was on East Bend Metro District. Can you tell me what type of product that is? It looks like it's residential, but is it a single family? I didn't pick up on that.

C. Dancy: That's a good question. I don't know that information has been provided to us yet. It appears to be possibly paired home product. That I would certainly divert to the developer or the legal counsel if they have more information on that.

E. Cortese: I'm here with Megan Becher and I can answer that question. It's 72 lots. I'm filling in for general counsel who is typically here. So, it's a small subdivision but it's managing the assets of single family residential with 72 lots.

CM Gardner: Okay thank you. CM Gruber do you have any questions?

CM Gruber: Yes, I do. I would like to review several of the Villages at Murphy Creek. You're probably aware that we've had discussions every time we've added to Murphy Creek. The community has raised questions, so I would like to know whether or not the people within this metro district will be sharing resources with the other districts swimming pool and things like that. I don't know who's here to address Murphy Creek. Do we have anyone here doing that?

C. Dancy: We should have counsel from Murphy Creek. Perhaps not. I can certainly follow up CM Gruber and get that answered for you.

CM Gruber: Okay. So, during other discussions on Murphy Creek metro districts. You may remember that Murphy Creek was a single metro district they divided. There were questions about debt and who's responsible for the debt on either side of Jewell Avenue. I believe that was resolved. There was another metro district established following those discussions, that kicked off a discussion about amenities the general Murphy Creek amenities, and how those amenities will be used and questions as to whether or not the amenities within the general Murphy Creek were large enough to support the growth. Some of the existing residents said those amenities were already fully occupied such as the swimming pool, the clubhouse, and so on. That adding additional people without increasing amenities for those people would create stress and impact housing values and things like that within the rest of the community. So, my specific questions are on Villages at Murphy Creek District No.3 and Villages at Murphy Creek Metro District No. 4. My question is whether or not those will bring their own amenities? Whether or not those will be restricted from using the other amenities, and how that will play out?

C. Dancy: Elisabeth, I just noticed that Paula was unable to attend, and she said that you could answer questions on Murphy Creek as well.

E. Cortese: Yes. Sorry I was having difficulty getting my mute to unmute. The concept here is that because the projected build out for the builders at Murphy Creek is such an extended build out and it's such a large area. That by having multiple districts it allows for the improvements to be paid for and development to pay its own way as the build out proceeds. So, you don't have one district with one group of people paying for the entire process throughout. So, the service plans allow for there to be in our governmental agreements, as do the statues for the districts to work together if they want to. But they are not necessarily required to either. Each has its own separate entity.

CM Gruber: Okay, I understand that part. I understand that metro districts will be independent governments, it will have an independent governance per metro district. I understand that and I understand how the metro district will pay their own way. The question is whether or not Murphy Creek in general, the large enterprise of Murphy Creek and all of the metro districts, or only a

subset currently shares the swimming pool and the clubhouse. So, my specific question is will these additional metro districts that are going in have access to those? Will they be included as members of the existing amenities, or whether not these districts will create their own amenities independent of what already exists at Murphy Creek?

E. Cortese: Okay, I'm sorry. I misunderstood the question. I will need to get back on that and get that answer. So, we can follow up and can send an email, but we can get that information for you how the amenities are working. I apologize that I don't have that answer.

CM Gruber: If we move this forward and frankly CM Gardner, I'm good with moving this forward. But I do think we need that area documented prior to arriving to Study Session. So, it can be included in the Study Session read ahead, so that they can allay the concerns of some of the questions that we can pretty much bet will arise.

E. Cortese: Absolutely, we can get you that information.

C. Dancy: Elisabeth, if I could make a suggestion. I would suggest we revise the transmittal letter that was submitted to include that information and then we can attach that to the Study Session packet. That way all the information is from one place.

E. Cortese: Perfect.

CM Gruber: Thank you. I have no further questions.

CM Gardner: Okay, so I guess with that all being said. It sounds like CM Gruber you're okay moving this forward assuming you're able to get this information by the Study Session.

CM Gruber: Yes, I am.

CM Gardner: Okay, I'm okay with that as well. So, we will move this forward.

Outcome

The Committee recommended the item move forward to Study Session.

Follow-up Action

Staff will forward the item to July 19, 2021 Study Session.

RESOLUTION NO. R2021-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO,
APPROVING THE SERVICE PLAN FOR THE OVERLOOK AT KINGS POINT SOUTH
METROPOLITAN DISTRICT AND AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA
COLORADO AND THE DISTRICT

WHEREAS, pursuant to Section 32-1-204.5, C.R.S., as amended, and Section 122-29 of the City Code, a Service Plan (the "Service Plan") for the Overlook at Kings Point South Metropolitan District (the "District") has been submitted to the City Council (the "City Council") of the City of Aurora, Colorado (the "City"); and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended, and Chapter 122 of the City Code, the City Council is to hold a public hearing on the Service Plan for the District; and

WHEREAS, notice of the hearing before the City Council was duly published in the *Aurora Sentinel*, a newspaper of general circulation within the City, as required by law, and mailed to all interested persons, the Division of Local Government, and the governing body of each municipality and title 32 district that has levied an ad valorem tax within the next preceding tax year and that has boundaries within a radius of three miles of the District; and

WHEREAS, the City Council has considered the Service Plan and all other testimony and evidence presented at the hearing; and

WHEREAS, the City Council finds that the Service Plan should be approved without conditions, as permitted by Sections 32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended, and Section 122-34(a) of the City Code; and

WHEREAS, the City Council further finds that it is in the best interests of the citizens of the City to enter into an Intergovernmental Agreement (the "IGA") with the District for the purpose of assigning the relative rights and responsibilities between the City and the District with respect to certain functions, operations, and obligations of the District; and

WHEREAS, Section 10-12 of the City Charter requires a resolution to authorize the execution of intergovernmental agreements.

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

Section 1. The City Council hereby finds and determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, and Chapter 122 of the City Code relating to the filing of the Service Plan for the District have been fulfilled and that notice of the hearing was given in the time and manner required by law and that City Council has jurisdiction to act on the Service Plan.

Section 2. The City Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard and that evidence satisfactory to the City Council of each of the following was presented:

- a. There is sufficient existing and projected need for organized service in the area to be serviced by the District;
- b. The existing service in the area to be served by the District is inadequate for present and projected needs;
- c. The District are capable of providing economical and sufficient service to the area within their proposed boundaries;
- d. The area to be included in the District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;
- e. Adequate service is not, or will not be, available to the area through the City, Douglas County, or other existing municipal or quasi-municipal corporations, including other existing title 32 District, 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 Service Plan is in substantial compliance with the comprehensive plan of the City as adopted pursuant to the City Code;
- h. The proposed Service Plan is in compliance with any duly adopted City, regional, or state long-range water quality management plan for the area; and
- i. The creation of the District will be in the best interests of the area proposed to be served.

Section 3. The City Council hereby approves the Service Plan for the District as submitted.

Section 4. The Mayor and the City Clerk are hereby authorized to execute, on behalf of the City, the IGA in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

Section 5. The District shall not be authorized to incur any bonded indebtedness until such time as the District have approved and executed the IGA.

Section 6. This Resolution shall be filed in the records of the City and a certified copy thereof submitted to the petitioners for the District for the purpose of filing in the District Court of Douglas County.

Section 7. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Resolution, are hereby rescinded.

RESOLVED AND PASSED this ____ day of _____, 2021.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

C McK



BRIAN J. RULLA, Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: Gun Safety and Violence Presentation
Item Initiator: Chris Amsler, Lieutenant
Staff Source/Legal Source: Vanessa Wilson, Chief of Police /Megan Platt, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 1.0--Assure a safe community for people

COUNCIL MEETING DATES:

Study Session: 7/19/2021

Regular Meeting: N/A

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

- Approve Item as proposed at Study Session
- Information Only
- Approve Item and Move Forward to Regular Meeting
- Approve Item as proposed at Regular Meeting
- Approve Item with Waiver of Reconsideration
Why is a waiver needed?[Click or tap here to enter text.](#)

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

- Recommends Approval
- Does Not Recommend Approval
- Forwarded Without Recommendation
- Recommendation Report Attached
- Minutes Attached
- Minutes Not Available

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

N/A

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

Chief Wilson will provide a briefing to Council on Aurora’s gun related crimes to include statistical data, APD’s current initiatives and enforcement teams targeting gun violence, and plans for future changes.

QUESTIONS FOR COUNCIL

Information Only.

LEGAL COMMENTS

The City Manager shall be responsible to the City Council for the proper administration of all affairs of the City placed in his charge and, to that end, he shall have the power and duty to make written or verbal reports at any time concerning the affairs of the City under his supervision. City Charter § 7-4(e). (Platt)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A



CITY OF AURORA

Late Submission Approval for Agenda Item

Item Title: Gun Safety and Violence Presentation
Item Initiator: Christopher Amsler, Lieutenant
Staff Source/Legal Source: Vanessa Wilson, Chief of Police
Outside Speaker: N/A
Council Goal: 2012: 1.0--Assure a safe community for people

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: 7/19/2021

Regular Meeting: N/A

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

The Mayor requested this presentation from Chief Wilson and has provided public comment that it would be heard at this meeting.

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.

Christopher Amsler

Agenda Item Initiator Name

Lt. Chris Amsler

7.13.21

Agenda Item Initiator Signature

Date

Jason Batchelor

Late Submission Approver Name

Jason Batchelor

7/13/21

Late Submission Approver Signature

Date

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 November 23, 2020, Jason Batchelor, Deputy City Manager and Nancy Rodgers, former Deputy City Attorney, presented a proposal to City Council to fund the Aurora Youth Violence Prevention Program. The program was approved and funded. A total of \$1.1 million from Marijuana Sales Tax funds was allocated to support the creation of the program under the Housing and Community Services Department. Representatives from that department have worked to support the development of the program.

Christina Amparan was hired as the Program Manager and started in mid-April 2021. She has been working on supporting the Denver/Aurora Regional Compact that will aim to support a regional response to address youth violence. On April 20, 2021, Ms. Amparan provided an initial presentation to the Public Safety, Courts & Civil Service policy committee that provided a preliminary overview of the use of a public health approach to address youth violence. In the last quarter, Ms. Amparan has focused on building collaboratives with internal and external stakeholders to support a comprehensive and collective approach to address youth violence and other risk factors. Efforts have also included the addition of a Youth Advisory Council and the release of an invitation to apply for funding to support youth engagement pop-up events during summer 2021 into the fall of 2021.

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

Council will receive a program update of current efforts and of local and national models that are being researched to help develop the Aurora hybrid violence prevention plan. A total of eight organizations have been selected to receive funding to host pop-up events to engage the youth and other community members to provide information of services, host pro-social activities and develop long-term community connections. Each organization will receive a \$10,000 award on a reimbursement basis that is supported by the proper documentation.

Program staff are present to inform Council of the eight agreements that will be signed to support the above efforts. The eight agencies include:

1. Soccer without Borders	2. Remembrance Wellness & Yoga
3. Mosaic Unlimited	4. Compound for Compassion
5. New Direction Praise & Center	6. Families Forward Resource Center
7. Youth Empowerment Agency	8. Heavy Hands, Heavy Hearts Foundation

QUESTIONS FOR COUNCIL

N/A

LEGAL COMMENTS

This item is informational only. There is no formal council action necessary. The City Manager shall be responsible to the Council for the proper administration of all affairs of the city placed in his charge and, to that end, shall have the power and duty to make written or verbal reports at any time concerning the affairs of the City. (City Charter, Art. 7-4(e)) (Garcia)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A



Youth Violence Prevention Program

*City Council Study Session
July 19, 2021*



Shared Vision: Youth Violence Prevention

- Public Health Approach
- Collective Impact
- Risk & Protective Factors
 - Intervention
 - Prevention



Local & National Models

Gang Reduction
Initiative of Denver
(GRID)

Cure Violence
(National Model)

OJJDP
Comprehensive Gang
Model

CDC
A Comprehensive
Technical Packet
(Public Health Approach)



Short-Term Program Implementation Updates:

Community
Assessment

Action Table

Pop-Up
Events

Youth
Advisory
Council

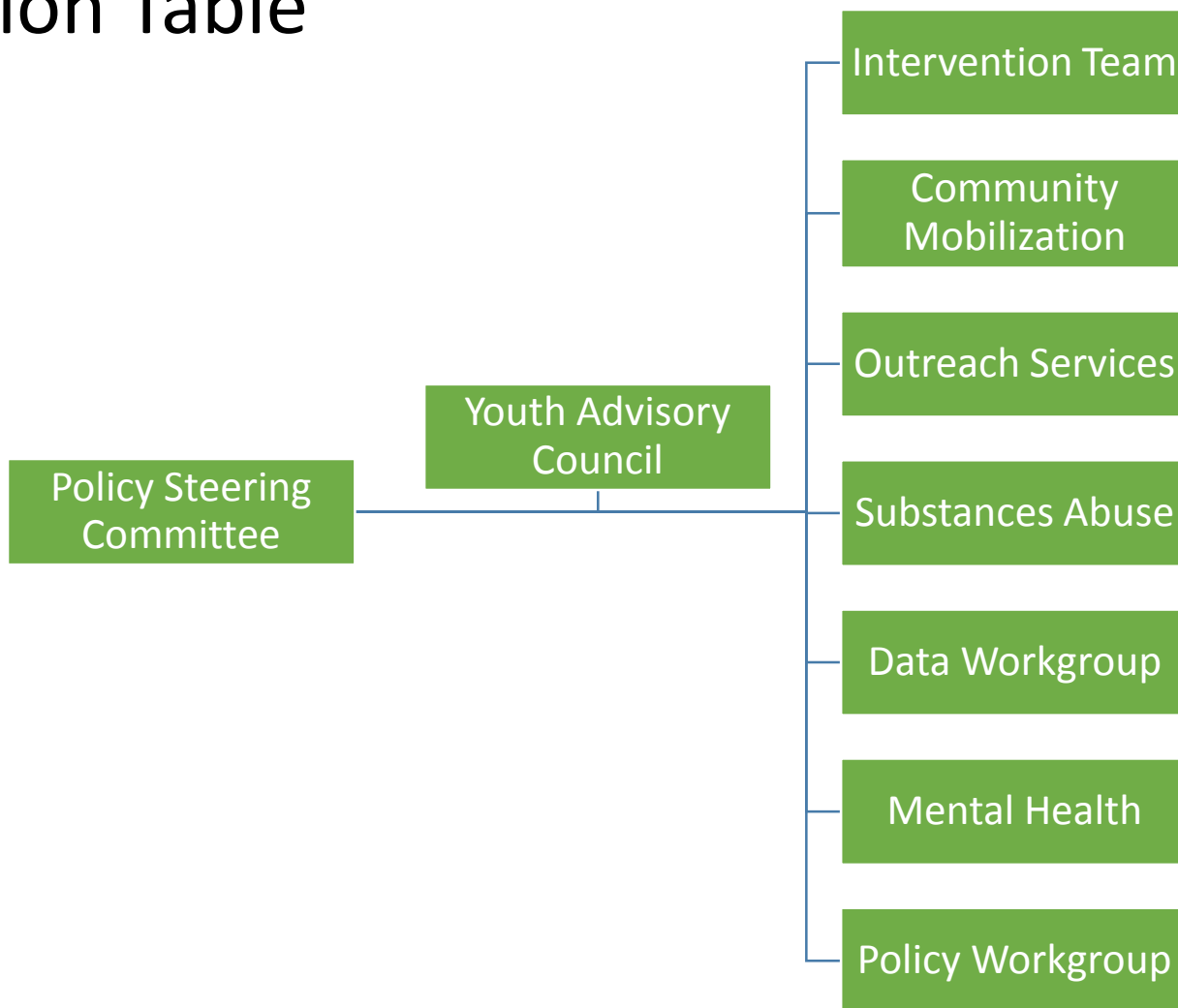


Current Assessment Efforts

- Rocky Mountain Partners:
 - Focus Groups:
 - Youth
 - Parent / Guardians
 - Community Providers
 - PROS
 - System-Based Organizations
- Tri-County Health Department
 - Youth & Parent Survey
- Stakeholder Data



Action Table



Pop-Up Events

- Eight Organizations
- Open invitation for funding
- Application Submission & Review
- Application Requirements
- Reporting Requirements



Initial Exploration of Long-Term Programming Areas:



Council Involvement & Updates

- Regional Monthly Report
- Quarterly Presentations

Christina Amparan

camparan@auroragov.org

303-563-9447





CITY OF AURORA

Council Agenda Commentary

Item Title: Capital Infrastructure Master Plan-Parks, Recreation and Open Space
Item Initiator: Brooke Bell, Director of Parks, Recreation and Open Space
Staff Source/Legal Source: Brooke Bell, Director of Parks, Recreation and Open Space/ Tim Joyce, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 4.0--Create a superior quality of life for residents making the city a desirable place to live and work

COUNCIL MEETING DATES:

Study Session: 6/21/2021

Regular Meeting: N/A

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

- Approve Item as proposed at Study Session
- Information Only
- Approve Item and Move Forward to Regular Meeting
- Approve Item as proposed at Regular Meeting
- Approve Item with Waiver of Reconsideration
Why is a waiver needed? N/A

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

- Recommends Approval
 - Does Not Recommend Approval
 - Forwarded Without Recommendation
 - Recommendation Report Attached
 - Minutes Attached
 - Minutes Not Available
-

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

The Capital Infrastructure Master Plan (CIMP) has been discussed with Council many times, including the February 9 Winter Workshop. At that time, Council supported resuming the process following a COVID-related hiatus. At the April 5 Study Session, Council agreed to take part in meetings designed to learn more about CIMP projects.

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

This will be a brief summary of the Parks, Recreation & Open Space CIMP-related projects.

QUESTIONS FOR COUNCIL

Information Only

LEGAL COMMENTS

Council shall provide for the planning and supervision of a community recreation program and for equipping and maintaining city owned or controlled parks, recreation areas, and facilities. (City Charter art. 8-3).
(TJoyce)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: Information Only

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: Information Only

P.R.O.S

Parks, Recreation and Open Space

Capital Improvement Master Plan



City of Aurora

The Quality of Life Department

Planning & Development Services

Annual Funding

Undeveloped Parks

Signature Park



Council Priority Projects

Quality of Life

Support Key Corridors and Districts

Key Project Components

- Develop Large Urban Park based on a new public engagement effort and a revised Master Plan
- Potential uses : festival grounds/amphitheater, regional destination playground, corporate-sized picnic area, trails, prairie gardens, outdoor fitness, mountain bike course, maintenance facilities

Project Benefit & Value

- Activate currently undeveloped 144 acre park parcel
- Provides community-wide destinations
- Increased revenue from events and large picnic venue

Cost

- **Capital (onetime) \$39,000,000**
- **Maintenance (ongoing) \$2,200,000**



Dome Park

Council Priority Projects
Quality of Life

Key Project Components

- Develop 22 Acre community park with public process
- Multi-purpose field/cricket, off-leash dog area, community garden, group picnic facility.

Project Benefit & Value

- Activates undeveloped park site
- Provides services not found in area
- Potential for revenue from field & picnic area

Cost

- **Capital (onetime) \$4,500,000**
- **Maintenance (ongoing) \$400,000**



Sports Park 2

Council Goals & Priority Projects, Key Areas

Quality of Life & Excellent Infrastructure

Key Project Components

- Build 2nd Sports Park in SE Aurora on approx. 300 acres of city-owned land.
- Additional estimated 8 softball fields, 20 multi-purpose fields, picnic areas, playgrounds, shade, maintenance facilities, storage, roads & infrastructure

Project Benefit & Value

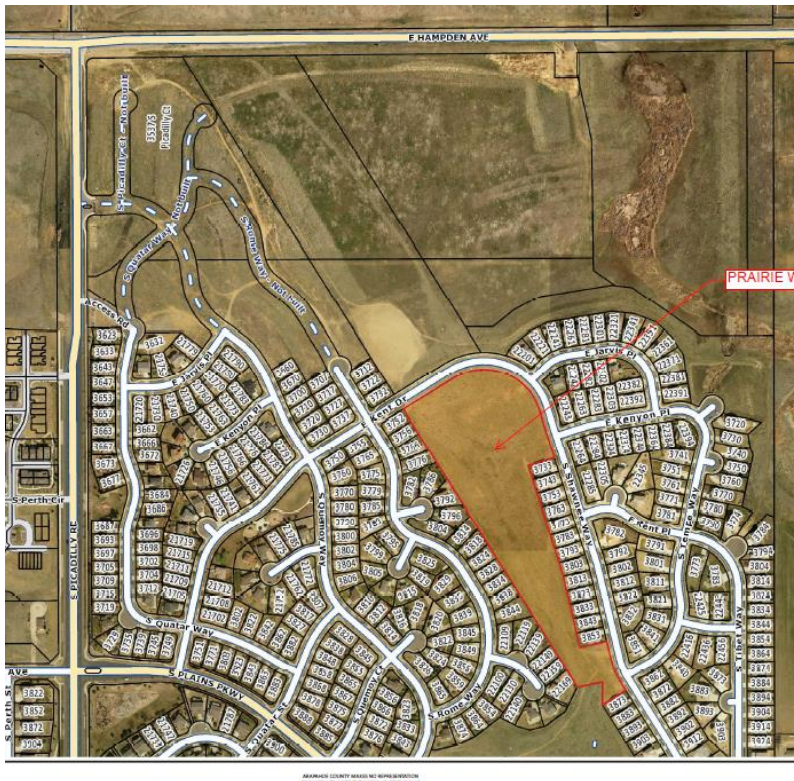
- More closely meets needs for competitive field space
- Attracts out of town visitors and tourism
- Potential for increased revenue
- Increased opportunities for health and wellness

Cost

- **Capital (onetime) \$39,000,000**
- **Maintenance (ongoing) \$3,200,000**



Prairie Winds Neighborhood Park



Council Priority Projects

Quality of Life

Key Project Components

- Development of 7.7 acre neighborhood park
- Playground picnic area, connection to regional trail/PCC

Project Benefit & Value

- Provides neighborhood park for unserved area
- New opportunities for active lifestyles
- Development of vacant PROS property
- Connection to Regional Trail System

Cost

- **Capital (onetime) \$1,700,000**
- **Maintenance (ongoing) \$66,000**



Planning & Development Services

Reservoir Community Park

Council Priority Projects

Quality of Life

Key Project Components

- 40 acre community park surrounding SE Recreation Center
- Provide outdoor recreation facilities as requested in public engagement that complement the center's offerings
- Potential uses include pickleball/tennis, parkour, incline & fitness course, mountain bike course, large nature playground, large outdoor community gathering space.

Project Benefit & Value

- Increased use and revenue
- Provides facilities not currently in Aurora
- Additional opportunities for healthy lifestyle
- Fitness for all ages/abilities

Cost

- **Capital (onetime) \$11,500,000**
- **Maintenance (ongoing) \$1,000,000**



Planning & Development Services

Special Use Park @ Quincy & Buckley



Council Priority Projects

Quality of Life

Key Project Components

- Potential uses: basketball, tennis/pickleball, field house, etc.
- Indoor or outdoor facilities

Project Benefit & Value

- Provide unmet recreation opportunity
- Increase demographic served
- Additional opportunity for health and wellness
- Development of vacant PROS parcel

Cost

- **Capital (onetime) \$5,000,000 to \$20,000,000**
(depending on use)
- **Maintenance (ongoing) \$500,000-\$1,000,000**



Planning & Development Services

Partially Developed Parks

PREFERRED PLAN

Sand Creek Park



Council Goals & Priority Projects, Key Areas

Quality of Life
Support Key Corridors and Districts (Fitzsimons Campus)

Key Project Components

- Complete park development with pavilions, educational areas, site work and landscaping

Project Benefit & Value

- Provides equity of service in northern area
- Increase in uses and revenue
- Improve customer experience

Cost

- **Capital (onetime) \$2,200,000**
- **Maintenance (ongoing) \$150,000**



Red-tailed Hawk Community Park

Council Priority Projects

Quality of Life

Key Project Components

- Development of 18 acres of community park land
- Includes 9 acres of recently acquired property from CCSD
- Current master plan includes skate park, parking, athletic fields (synthetic?), playground addition. May also include inclusive ballfield.

Project Benefit & Value

- Complete park development
- Provides much needed fields in SE Aurora
- Increased opportunities for outdoor recreation for all ages and abilities

Cost

- **Capital (onetime) \$11,500,000**
- **Maintenance (ongoing) \$700,000**



Median Landscaping

Council Priority Projects

Quality of life, Excellent Infrastructure

Key Project Components

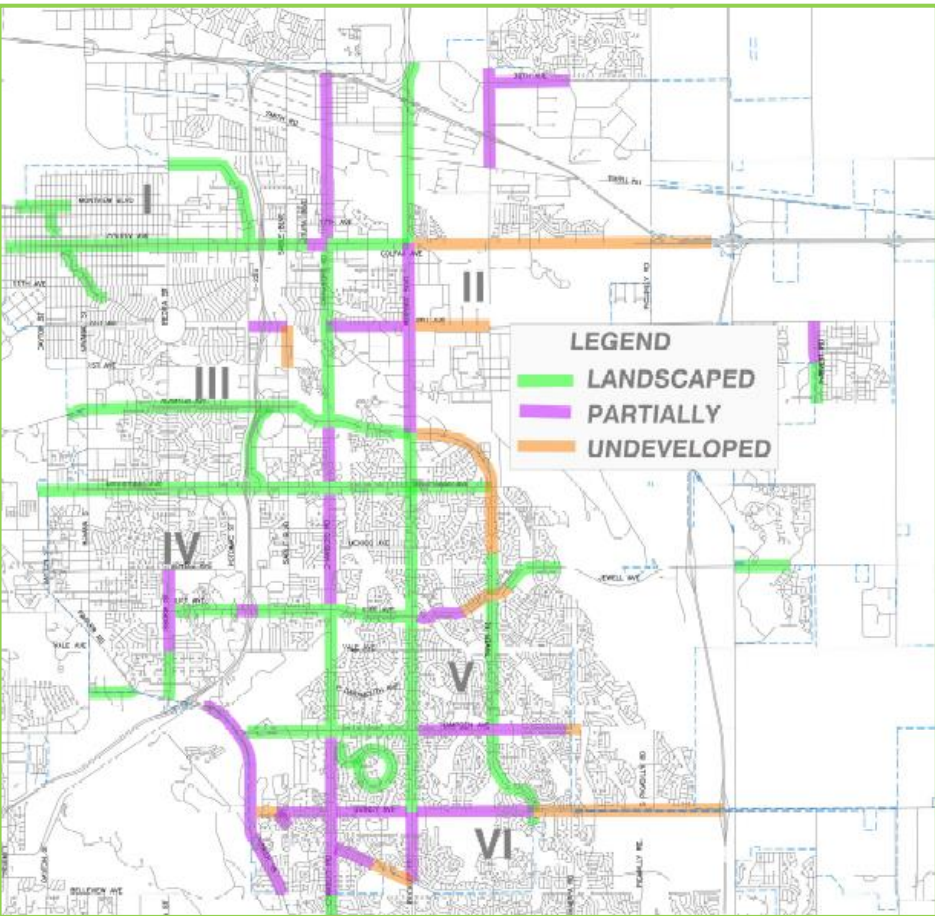
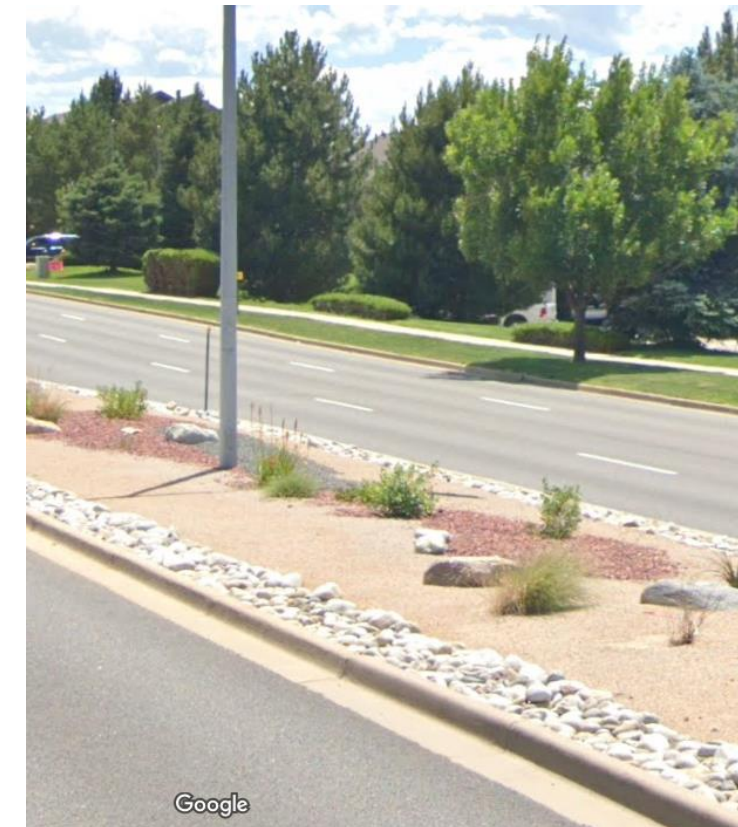
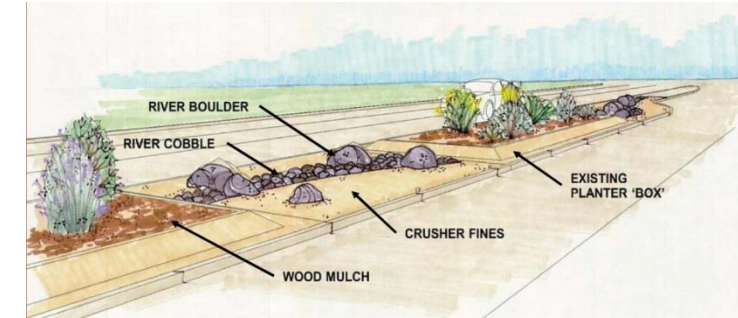
- Improve 40 miles of undeveloped or partially developed medians with the current xeric design

Project Benefit & Value

- Improve city image
- Completes infrastructure development
- Erosion mitigation
- Creates sustainable landscape

Cost

- **Capital (onetime) \$14,500,000**
- **Maintenance (ongoing) \$800,000**



Aurora Sports Park Improvements

Council Priority Projects

Quality of Life, Excellent Infrastructure

Key Project Components

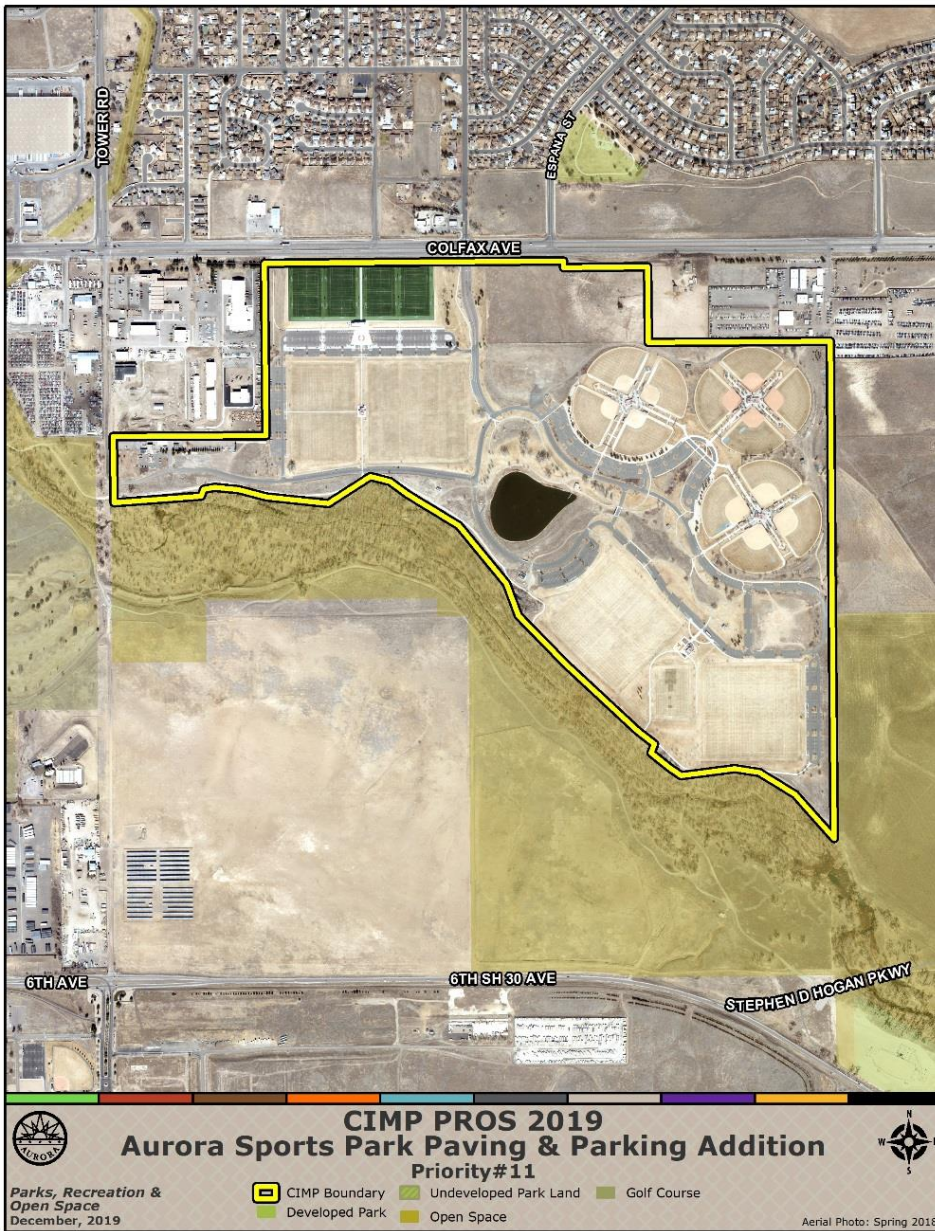
- Provide 300 new parking spaces
- Secondary entrance/exit
- Additional fields

Project Benefit & Value

- Increase revenues
- Enhance customer experience

Cost

- Capital (onetime) \$10,000,000
- Maintenance (ongoing) \$500,000



Park Renovations/Improvements

Park Renovations

Council Goals & Priority Projects, Key Areas

Quality of Life & Excellent Infrastructure

Key Project Components

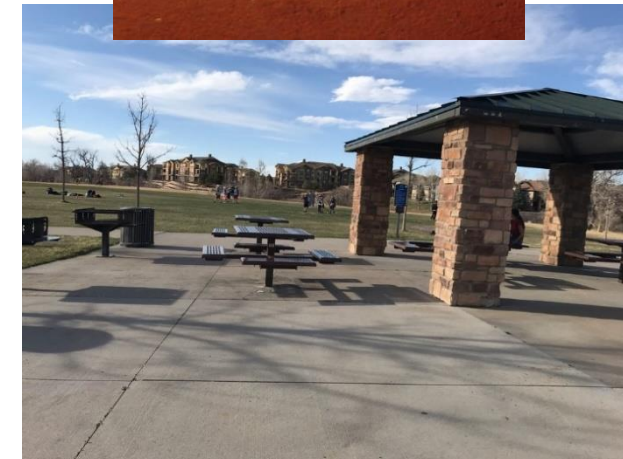
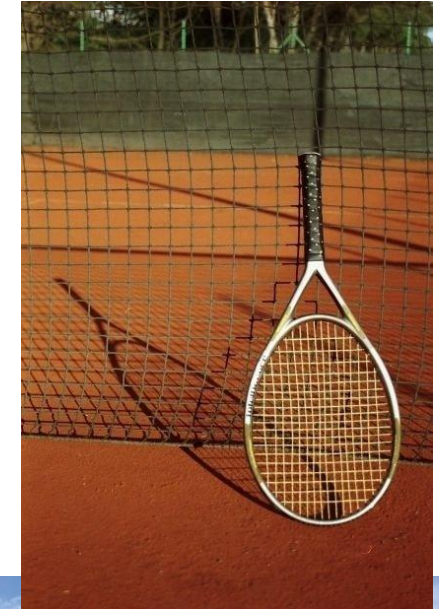
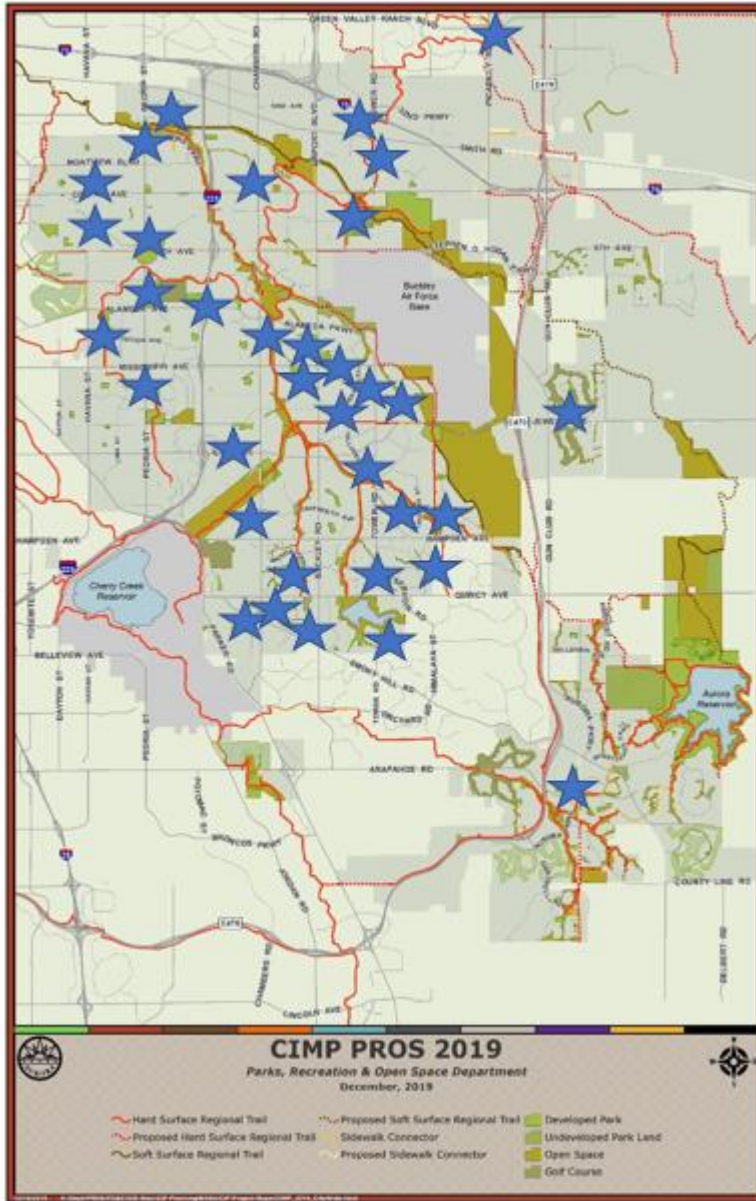
- Renovate and repair existing parks base on age and condition
- Includes playgrounds, courts, picnic facilities, irrigation, fields, paths, lighting and landscaping

Project Benefit & Value

- Improved compliance with safety and ADA regs
- Reduce maintenance
- Equity in park conditions throughout Aurora

Cost

- **Capital (onetime) \$44,000,000**
- **Maintenance (ongoing) N/A**



Bicentennial Park Renovation

Council Priority Projects

Quality of Life

Key Project Components

- Renovate 20 acre park to create a destination for large rentals (weddings, parties, receptions)
- Similar (although smaller) to Hudson Gardens

Project Benefit & Value

- Increase of use and revenue
- Serve unmet community need
- Enhancement & update to existing site

Cost

- Capital (onetime) \$25,000,000
- Maintenance (ongoing) \$2,200,000



CIMP PROS 2019
Bicentennial Park Renovation
Priority#23

Parks, Recreation & Open Space
December, 2019



Del Mar Park

Council Priority Projects

Quality of Life, Excellent Infrastructure

Key Project Components

- Complete east side of park according to current master plan (approx. 24 acres).
- Athletic fields, native turf conversion, walks, amphitheater, additional parking, water detention areas.

Project Benefit & Value

- Completes master plan development
- Reduction of irrigated turf
- Potential for increased revenue

Cost

- **Capital (onetime) \$3,900,000**
- **Maintenance (ongoing) \$200,000**



Highline Ballfields

Council Goals & Priority Projects, Key Areas

- Quality of Life & Excellent Infrastructure

Key Project Components

- Complete renovation and reconfiguration of ballfield complex
- Construct synthetic turf fields
- Renovation of site infrastructure and support facilities

Project Benefit & Value

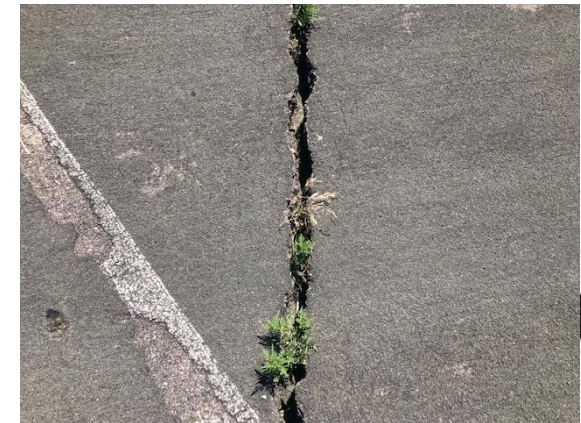
- Reduce maintenance and water use costs
- Increase revenue & extend playing season
- Improve aging facility to meet public demand

Cost

- **Capital (onetime) \$3,000,000**
- **Maintenance (ongoing) N/A**



Park Paving Repairs -Systemwide



Council Priority Projects

Quality of Life, Excellent Infrastructure

Key Project Components

- Repave roads and parking in numerous PROS sites.

Project Benefit & Value

- Reduce maintenance costs
- Address deferred maintenance
- Enhance customer experience

Cost

- **Capital (onetime) \$10,000,000**
- **Maintenance (ongoing) \$1,500,000**

Land Acquisition

Land Acquisition

Council Priority Projects

Quality of Life

Key Project Components

- Identify parcels to address 2022 PROS System Master Plan recommendations
- Acquire park land to address gaps and deficiencies in sites and service areas

Project Benefit & Value

- Provides equitable access to parks and programs throughout Aurora

Cost

- **Capital (onetime) \$10,000,000**
- **Maintenance (ongoing) Varies**



Open Space Facilities

Plains Conservation Center Improvements

Council Priority Projects

- Quality of Life
- Excellent Infrastructure
- User Safety

Key Project Components

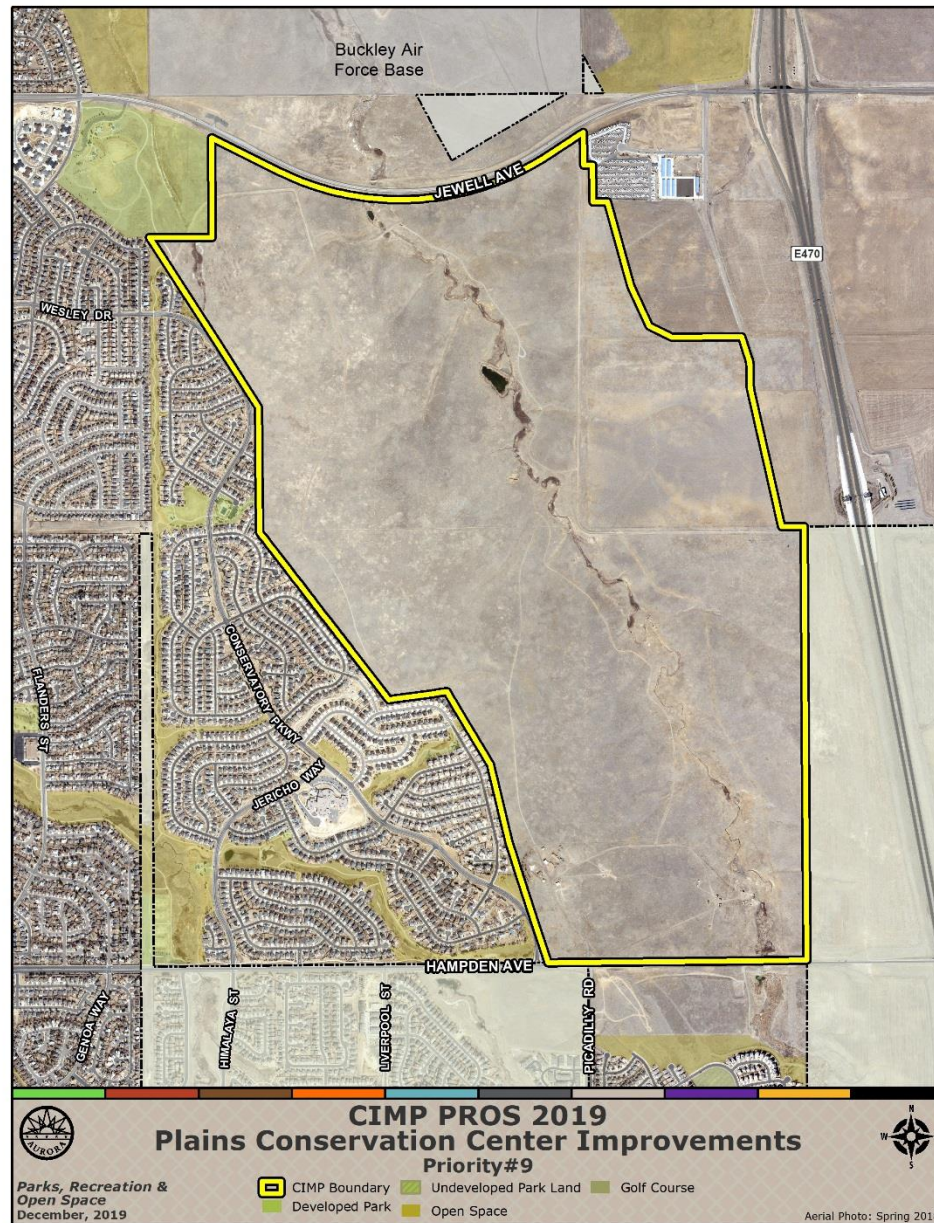
- Provide new visitor center, site improvements, and restrooms
- Additional parking and utilities

Project Benefit & Value

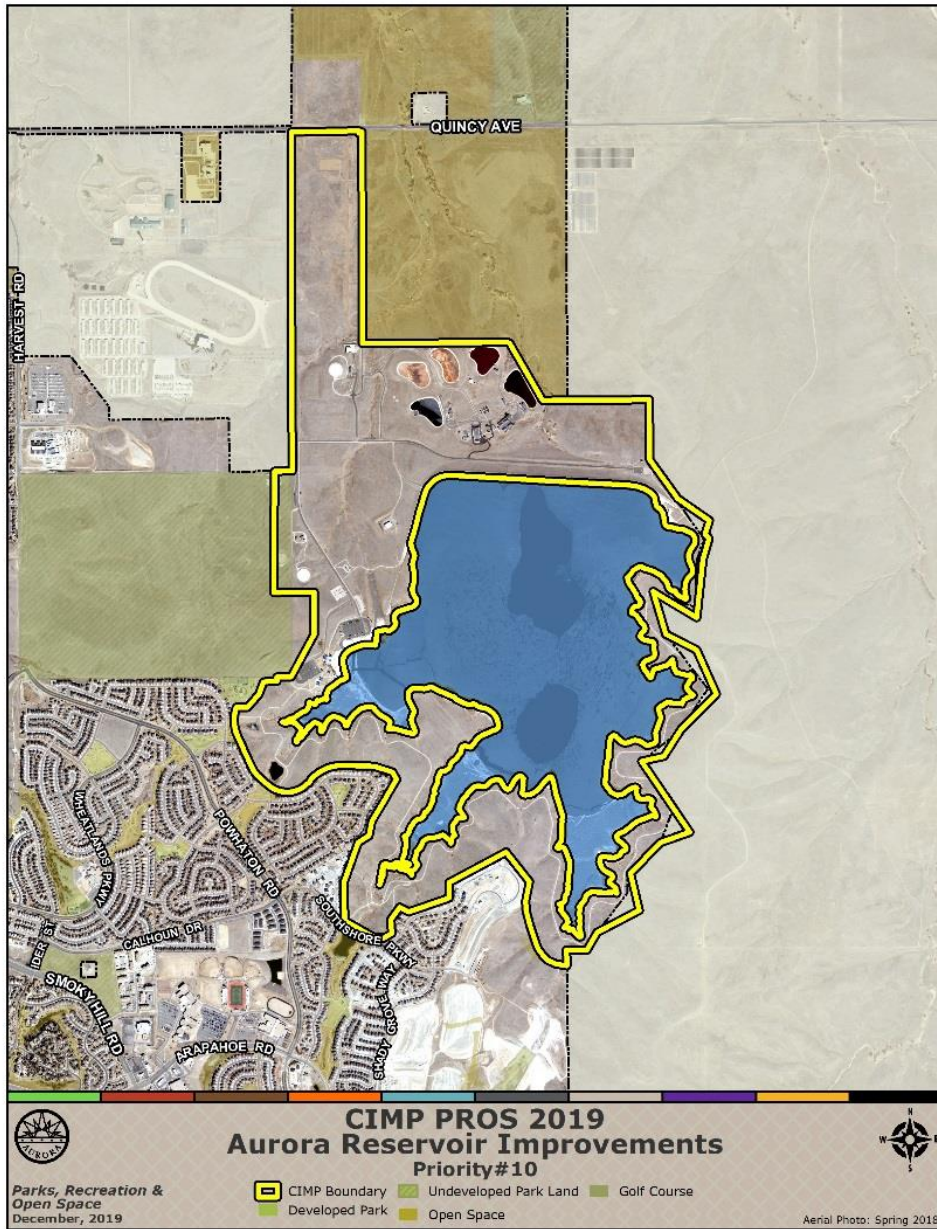
- Move key facilities and people out of APZ
- Increase visitation and associated revenue
- Update facilities to better showcase the natural resources at this site

Cost

- **Capital (onetime) \$37,000,000**
- **Maintenance (ongoing) \$600,000**



Aurora Reservoir Improvements



Council Priority Projects

Quality of Life

Safe and well maintained facilities

Key Project Components

- Add new entry/exit, and add'l parking & lanes to existing road
- Add food service, boat slips & iconic site improvements
- Repair infrastructure ie trails, fencing, plazas, add new beach and shelter

Project Benefit & Value

- Increase visitation and associated revenue, reduce capacity problems
- Reduce significant traffic problems in the region
- Host large scale special events

Cost

- **Capital (onetime) \$12,000,000**
- **Maintenance (ongoing) \$1,000,000**



Quincy Reservoir Improvements

Council Goals & Priority Projects, Key Areas

Quality of Life & Excellent Infrastructure

Key Project Components

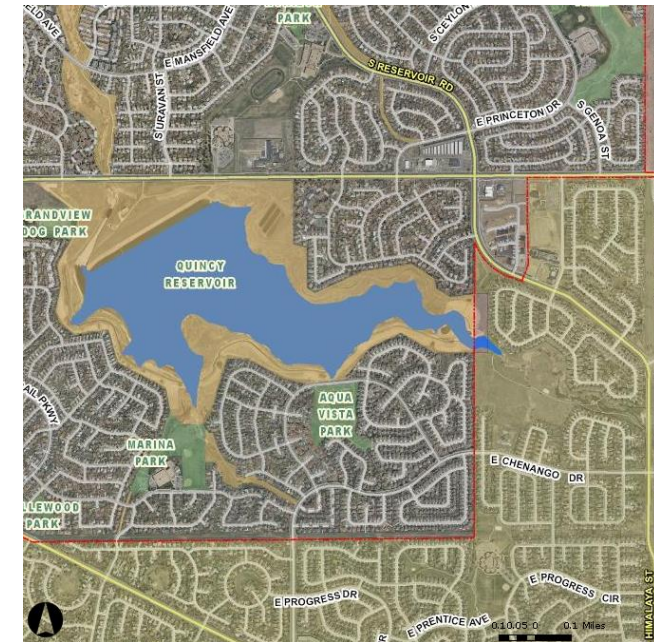
- Add restrooms and expanded ranger building
- Improve boat ramp, beach upgrades, improve loop trail surface

Project Benefit & Value

- Improved water quality and site for customers and staff
- Increase of revenue
- Improved compliance with ADA

Cost

- **Capital (onetime) \$9,000,000**
- **Maintenance (ongoing) \$300,000**



Star K Ranch

Council Goals & Priority Projects, Key Areas

- Quality of Life & Excellent Infrastructure

Key Project Components

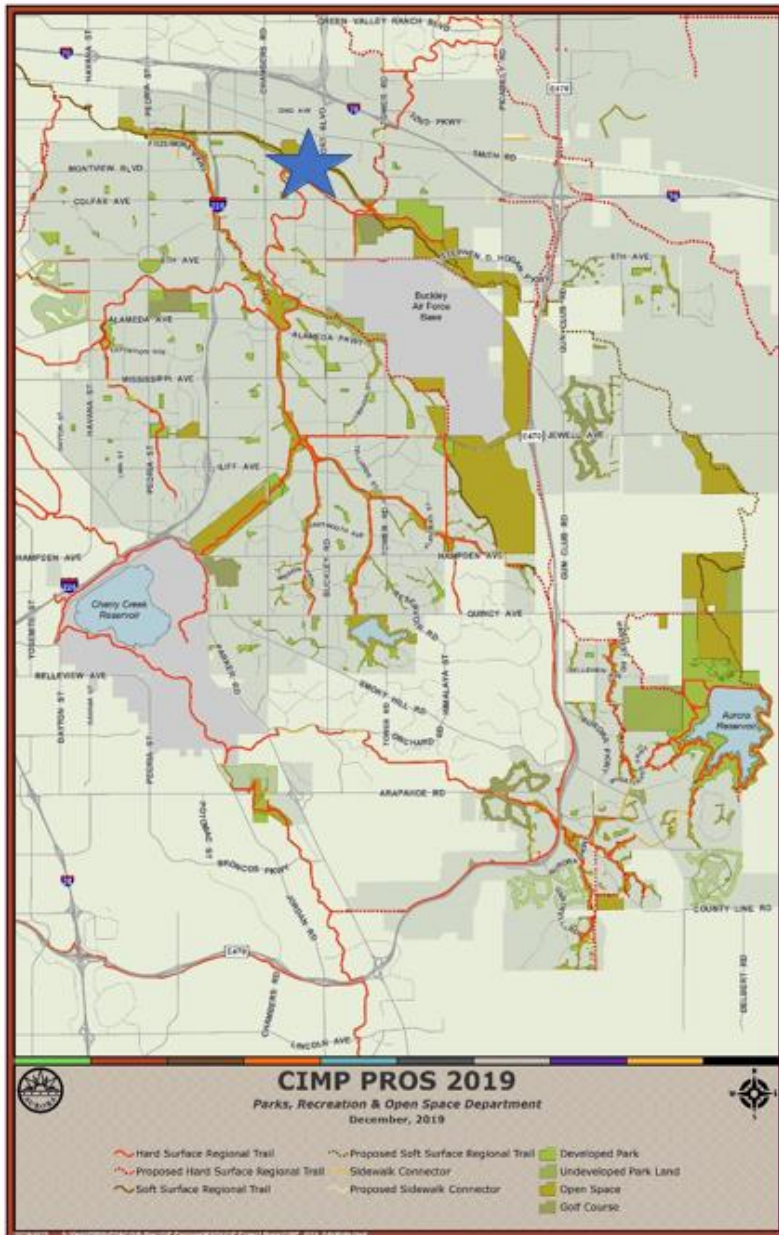
- Open space vegetation restoration
- Interior & exterior building repairs and restoration (fireplace, drinking fountain, logs, etc.)
- Nature Play area
- Repair parking lots, boardwalks and trails

Project Benefit & Value

- Repairs heavily used infrastructure in poor condition, including vegetation
- Adds play space for the thousands of children who visit the site each year

Cost

- **Capital (onetime) \$1,600,000**
- **Maintenance (ongoing) \$50,000**



DeLaney Farm Improvements

Council Goals & Priority Projects, Key Areas

- Quality of Life & Excellent Infrastructure

Key Project Components

- Repair historic buildings, meet ADA requirements for access
- Provide additional trail connections
- Provide trail head and small parking lot
- Meet Fire Dept requirements for access

Project Benefit & Value

- Opens existing buildings for full use by PROS and Cultural Services
- Provides small scale event space for rental revenue

Cost

- **Capital (onetime) \$3,000,000**
- **Maintenance (ongoing) \$100,000**



Trails

High Line Canal Crossings

Council Goals & Priority Projects, Key Areas

Quality of Life & Excellent Infrastructure

Key Project Components

- Improved roadway crossings on Aurora section of HLC
- Underpasses at Havana, Sable and Colfax
- Improved on grade crossings at Alameda, Moline and 2nd
- Crossing study for 6th and Chambers

Project Benefit & Value

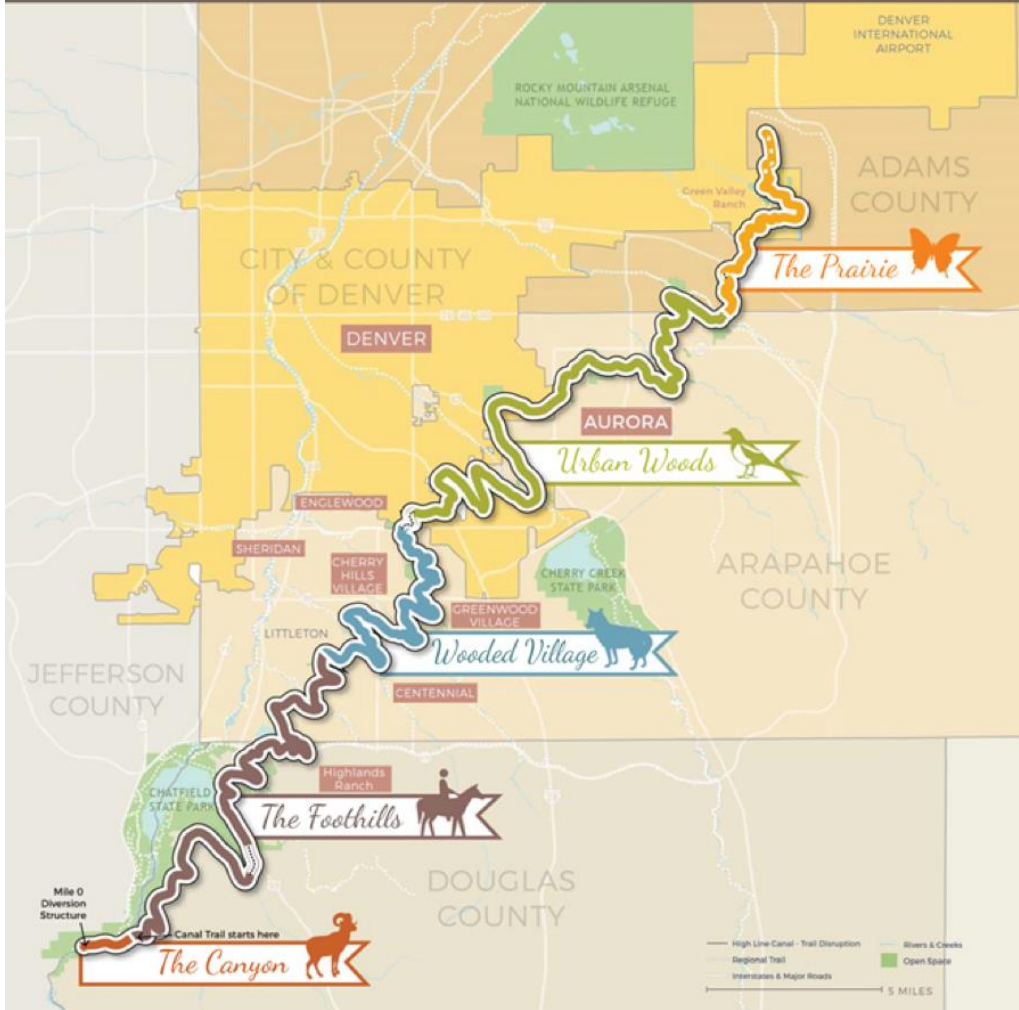
- Improves safety for trail users and motorists
- Enhanced regional connectivity
- Participation in intergovernmental effort

Cost

- **Capital (onetime) \$16,000,000**
- **Maintenance (ongoing) N/A**



Connecting Communities — Connecting Nature,
from the foothills to the plains



High Line Opportunity Areas

Council Goals & Priority Projects, Key Areas
Quality of Life & Excellent Infrastructure

Key Project Components

- Implement 3 opportunity areas as identified in the High Line Canal Framework Plan.
- Includes connections, signage, wayfinding, community gathering spaces, shade, seating, vegetation enhancement, etc.

Project Benefit & Value

- Promotes healthy lifestyles and outdoor activities
- Provides equitable opportunities in underserved areas
- Opportunities for regional partners

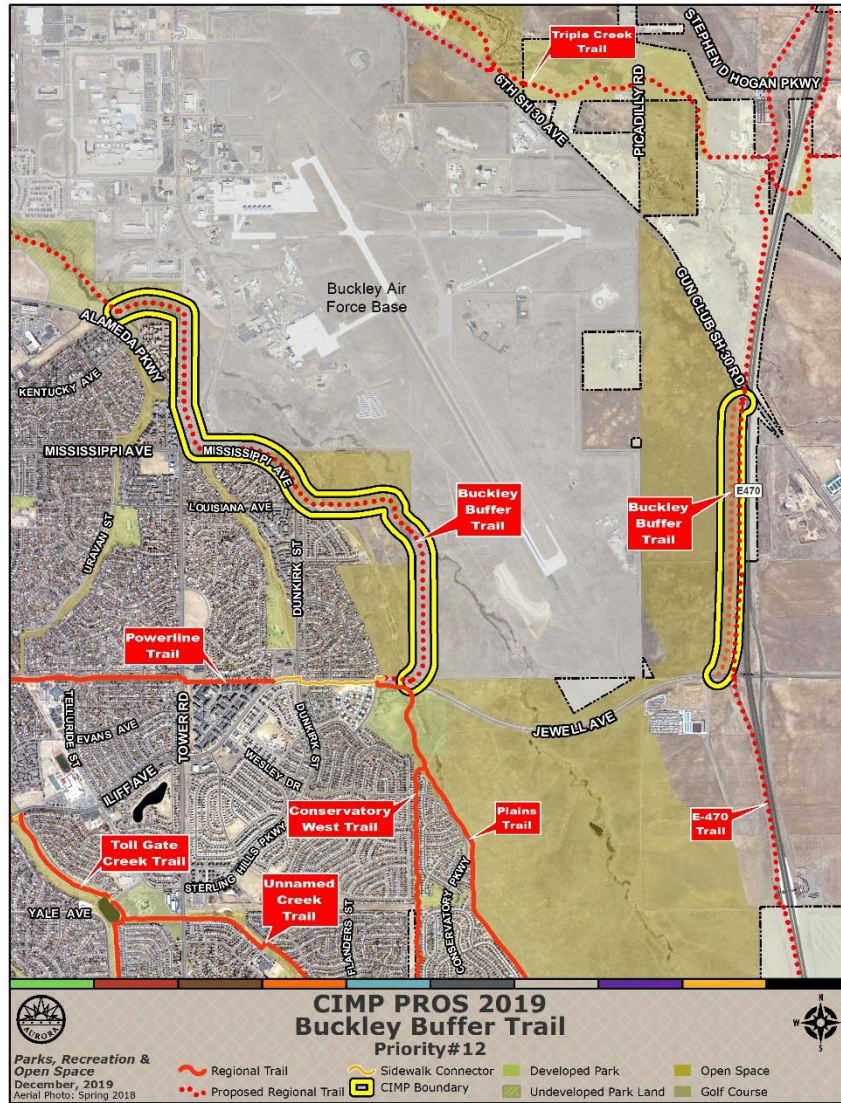
Cost

- **Capital (onetime) \$12,000,000**
- **Maintenance (ongoing) \$400,000**



Planning & Development Services

Buckley Buffer Trail



Council Priority Projects

- Quality of Life

Key Project Components

- Add approx. 1.8 miles of trail to western side of Buckley

Project Benefit & Value

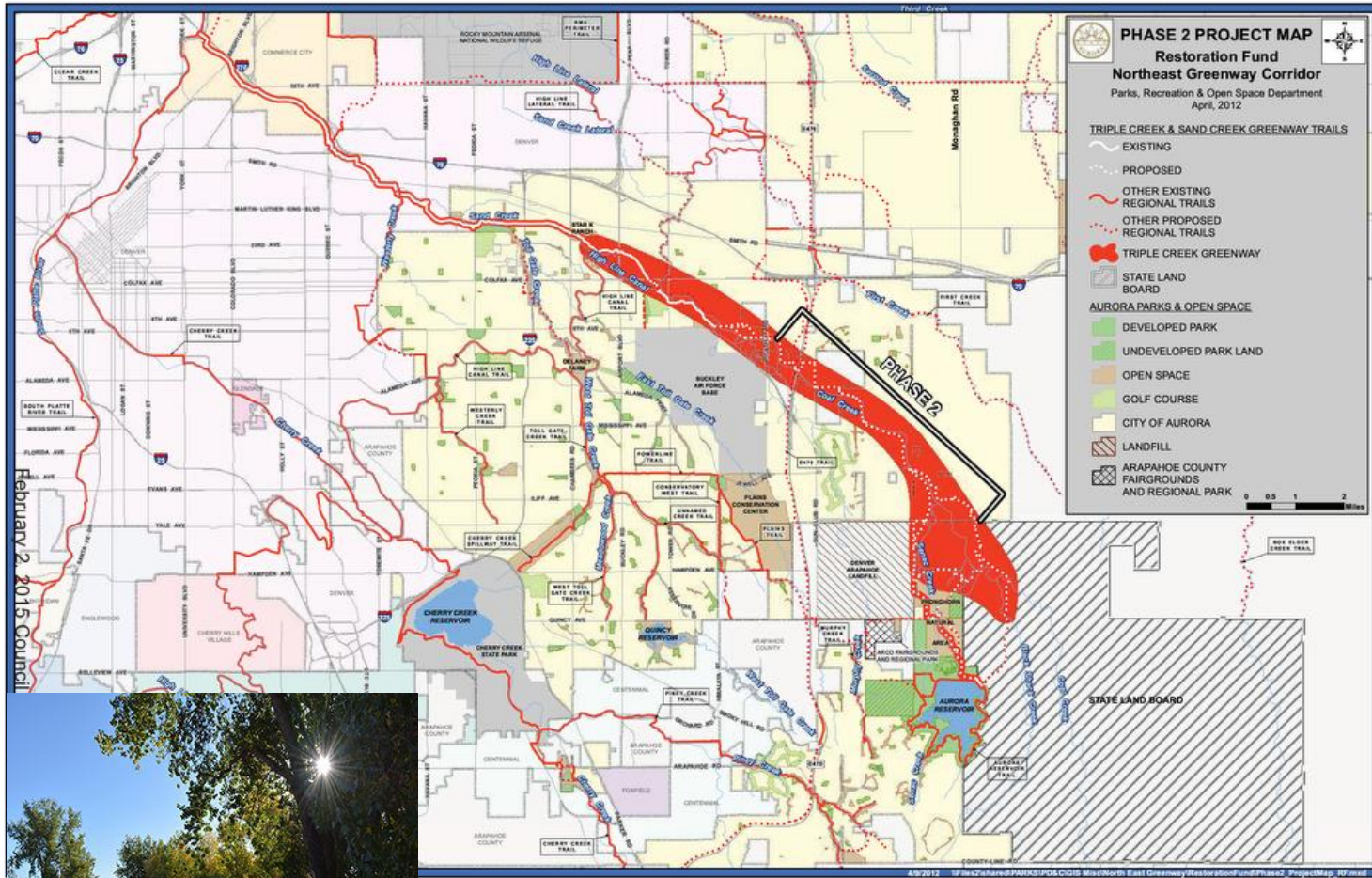
- Provides outdoor recreation to large part of city
- Connects to extensive existing trail system throughout Aurora and the region

Cost

- **Capital (onetime) \$700,000**
- **Maintenance (ongoing) \$50,000**



Triple Creek Trail Construction



February 2, 2015 Council



- Cost**
- Capital (onetime) \$11,000,000
 - Maintenance (ongoing) \$1,000,000

Council Priority Projects
 Quality of Life

Key Project Components

- New trail design and construction
- 12 miles of soft surface trail w/ numerous concrete creek crossings, trailhead, signage

Project Benefit & Value

- Enhanced connectivity to parks, open spaces, trails and neighborhoods
- Provides link to regional trail system from SE Aurora
- Completes 24 mile trail corridor from Aurora Res to Platte River north of Denver



Planning & Development Services

Open Space Vault Toilets

Council Goals & Priority Projects, Key Areas

- Quality of Life & Excellent Infrastructure

Key Project Components

- Grading, concrete
- 12 vault toilets at 7 open space sites

Project Benefit & Value

- Reduction on odor
- Removal of port a potties at permanent sites
- No water or sewer lines required

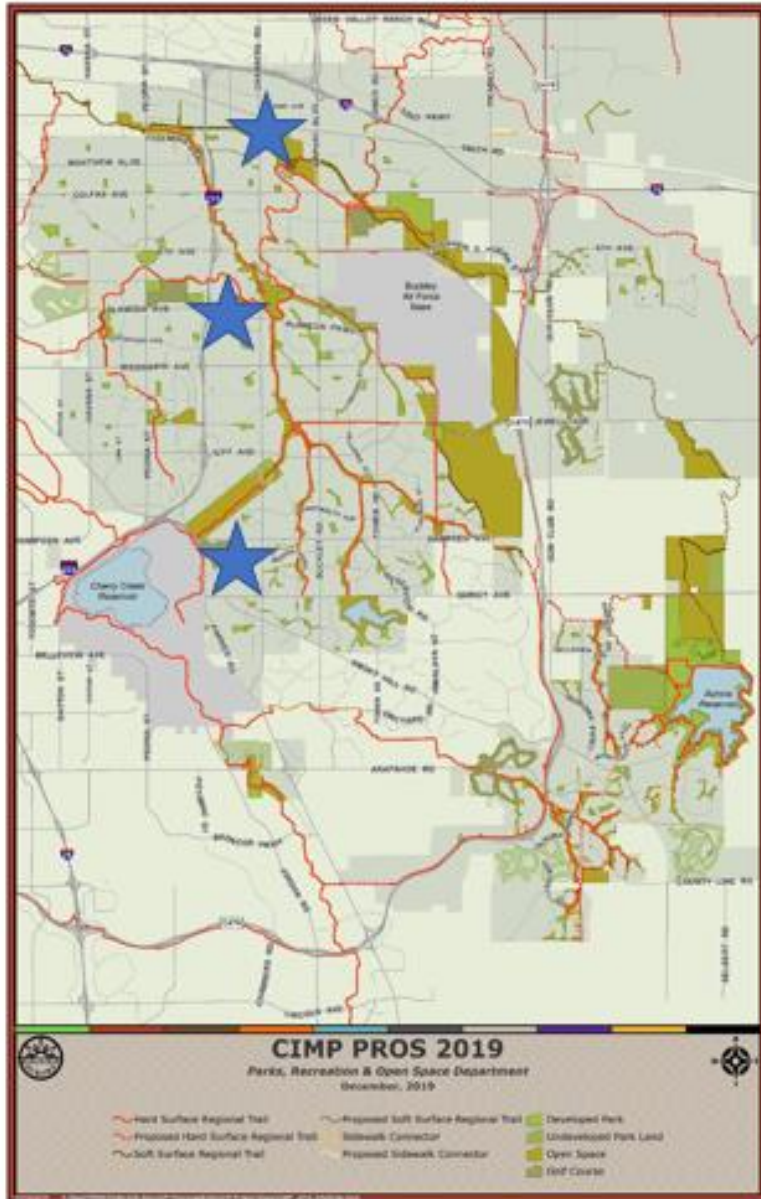
Cost

- **Capital (onetime) \$700,000**
- **Maintenance (ongoing) \$150,000**



Parks and Open Space Maintenance

Maintenance Facility Improvements



Council Goals & Priority Projects, Key Areas

Quality of Life & Excellent Infrastructure

Key Project Components

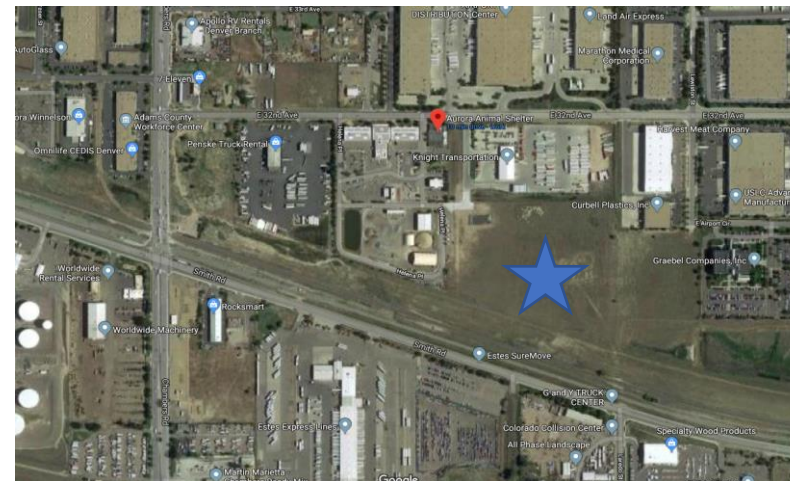
- Renovate and expand Central, North Satellite and renovate South facilities to accommodate O&M expansion and provide appropriate locations for OSNR to maintain diverse open space sites in all parts of the city

Project Benefit & Value

- Provide efficiencies in operations, limiting time on the road
- Reduction of maintenance costs
- Improved customer service
- Improved safety performance

Cost

- Capital (onetime) \$26,000,000
- Maintenance (ongoing) \$80,000



Central Facility Administration Building and Shop Building, including Fleet Maintenance



South Satellite Campus

SEAM PROS Facility



Council Goals & Priority Projects, Key Areas

- Quality of Life & Excellent Infrastructure

Key Project Components

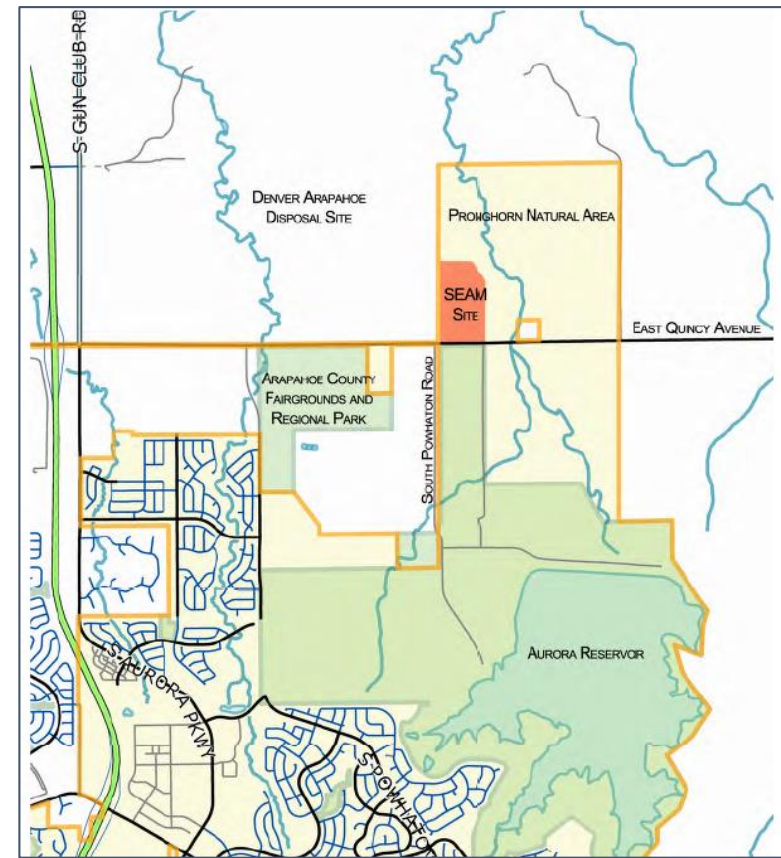
- Shops, recycling area, equipment storage, parking
- Sized for future growth of PROS uses

Project Benefit & Value

- New facility would have running water and bathrooms for staff use, ability to store equipment inside for longer life, full size yard for materials

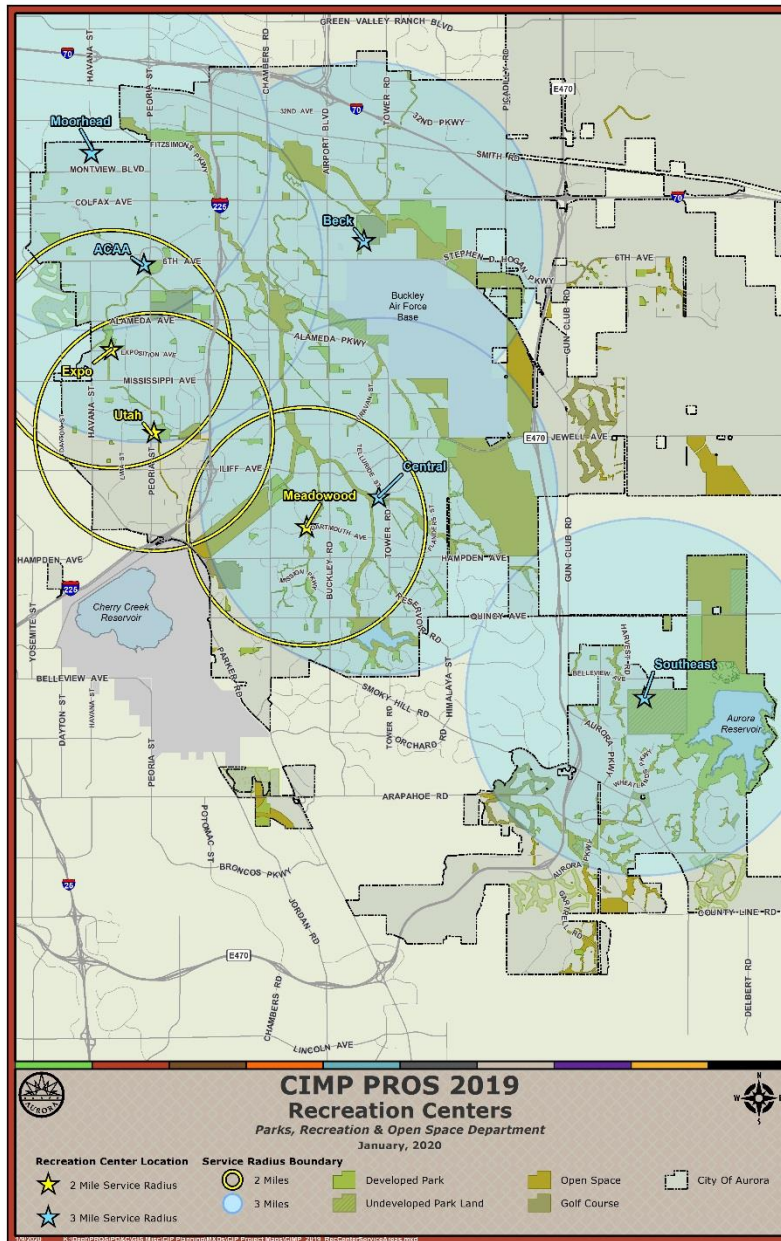
Cost

- Capital (onetime) \$35,000,000
- Maintenance (ongoing) \$100,000



Recreation and Event Facilities

New Recreation Centers



Council Goals & Priority Projects, Key Areas
Quality of Life & Excellent Infrastructure

Key Project Components

- Addition of four Recreation Center type facilities in underserved areas of the city
- Include facilities specific to seniors

Project Benefit & Value

- Equal provision of recreation services
- Increased opportunities for health and wellness



Cost

- **Capital (onetime) \$185,000,000**
- **Maintenance (ongoing) \$10,000,000**

Meadowood Remodel

Council Priority Projects

Quality of Life

Key Project Components

- Renovate and/or expand to include updated entry, locker rooms, offices, meetings and classrooms, and fitness areas.
- Feasibility study needed
- May be best to replace existing building with new

Project Benefit & Value

- Provides more variety of programming
- Increase participation/revenue
- Improve customer experience

Cost

- **Capital (onetime) \$14,000,000**
- **Maintenance (ongoing) \$300,000**



CIMP PROS 2019
Meadowood Remodel
Priority #25

CIMP Boundary Undeveloped Park Land Golf Course
 Developed Park Open Space

Parks, Recreation & Open Space
December, 2019

Aerial Photo: Spring 2018

Beck Pool- Aquatics Renovation

Council Priority Projects

Quality of Life

Key Project Components

- Replace lap pool with pool to accommodate low impact exercise and therapeutic activities and still share lane swimming time.

Project Benefit & Value

- Better serve community needs in area
- Potential for increase in use and revenue
- Reduce maintenance costs

Cost

- **Capital (onetime) \$4,000,000**
- **Maintenance (ongoing) N/A**



Utah Pool Addition

Council Priority Projects

Quality of Life

Key Project Components

- Addition of gymnasium and fitness components to convert facility into a full service Recreation Center.
- Build on existing parking lot and add parking to south

Project Benefit & Value

- Better serves community needs in southwest Aurora
- Potential for increase in use and revenue

Cost

- **Capital (onetime) \$23,000,000**
- **Maintenance (ongoing) \$600,000**



Field House



Council Priority Projects Quality of Life

Key Project Components

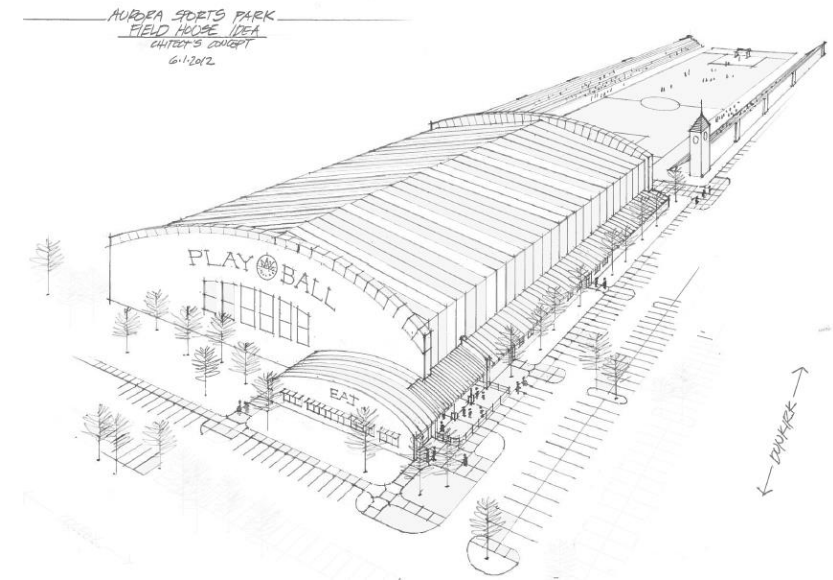
- 60,000 SF Field house, parking, associated infrastructure
- Location on existing Sports Park Site
- 2 Synthetic Fields, batting cages, restrooms, concession

Project Benefit & Value

- Provision of unmet recreational need
- Increase of demographics served
- Year- round field space

Aurora Fieldhouse Feasibility Study
City of Aurora
March 4, 2013

BALLARD & KING ASSOCIATES, LTD.
Business Facilities Planning and Operations Consultants
Ken Ballard, President
2743 Ravenhill Circle
Highlands Ranch, CO 80126
www.ballardking.com



Cost

- Capital (onetime) \$32,000,000
- Maintenance (ongoing) \$1,500,000

Event Center

Council Goals & Priority Projects, Key Areas
Quality of Life & Excellent Infrastructure

Key Project Components

- 50,000 SF indoor/outdoor event venue on city-owned property
- Inclusion of meeting rooms, exhibit space and outdoor turf to accommodate special events, trade shows, receptions, etc.

Project Benefit & Value

- Increased revenue
- Attract visitation and tourism

Cost

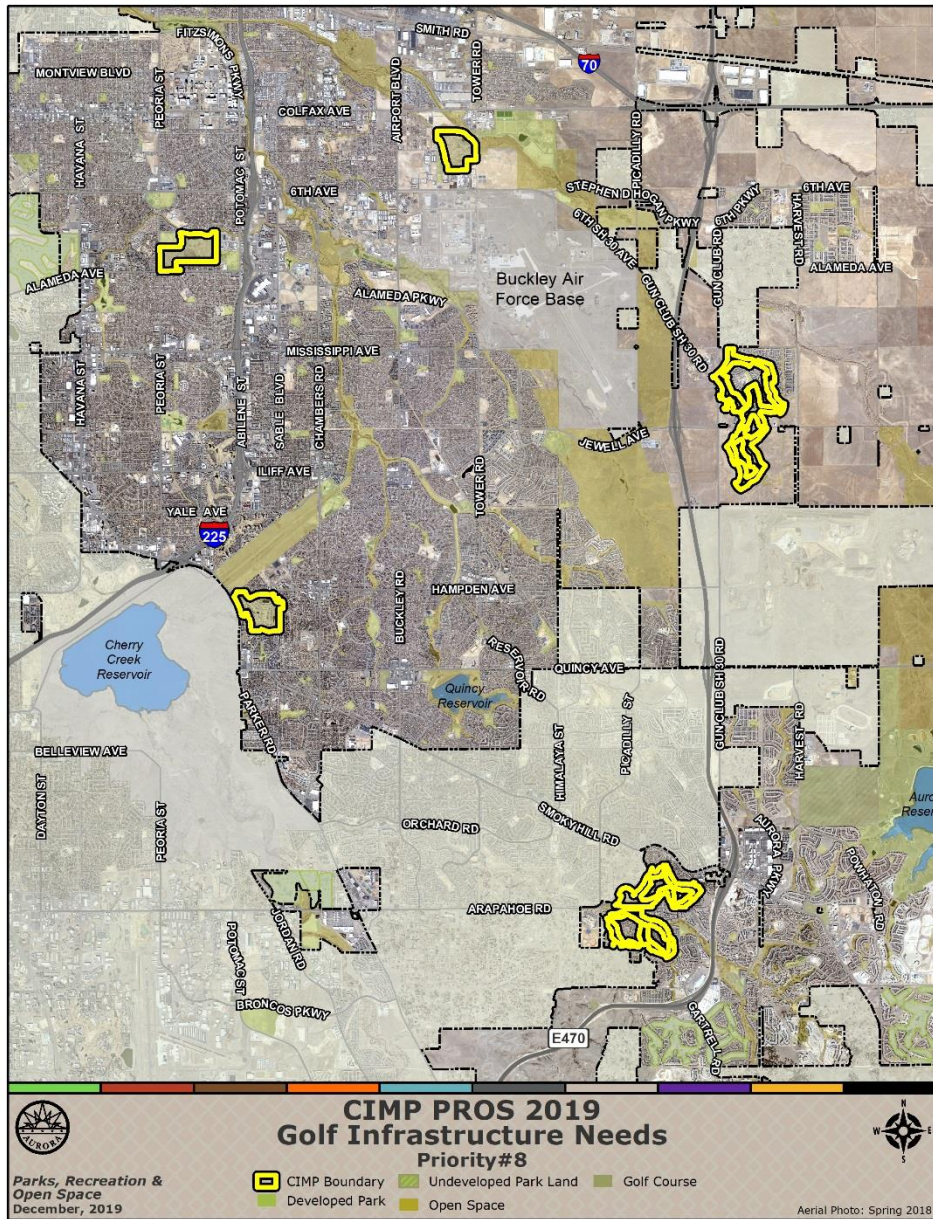
- **Capital (onetime) \$35,000,000**
- **Maintenance (ongoing) \$1,600,000**



Planning & Development Services

Golf

Golf Infrastructure Needs



Council Priority Projects

Quality of life, Excellent Infrastructure

Key Project Components

- Two irrigation system replacements, new equipment/cart storage buildings, cart path improvements and permanent restrooms at various city owned golf courses.

Project Benefit & Value

- Improved course conditions and overall golfer experience will help retain existing customers and attract new golfers.
- Reduced irrigation and equipment repair/replacement costs
- Allows staff more time for other course improvements



Cost

- Capital (onetime) \$6,000,000
- Maintenance (ongoing) \$150,000



Planning & Development Services

Aurora Hills Club House



Council Priority Projects
Quality of Life & Excellent Infrastructure

Key Project Components

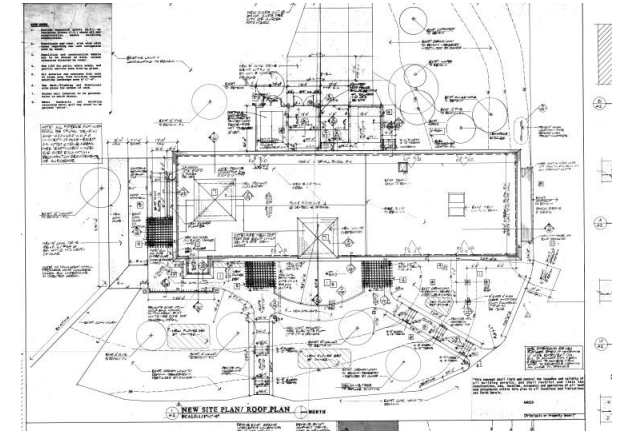
- Replacement or extensive remodel of 50 year old clubhouse

Project Benefit & Value

- Enhance city's image by having high quality recreational options
- Allow golf program to better compete with newer Denver golf facilities
- Enhanced community asset used extensively for banquets, council ward meetings, city staff events, etc.
- Increase use and revenue to benefit the Golf Enterprise Fund

Cost

- **Capital (onetime) \$8,000,000**
- **Maintenance (ongoing) \$60,000**





PROS CAPITAL FUNDING

Typical Capital Allocation

	<u>Millions</u>
❖ Open Space Fund (OSF)	\$ 6.0
❖ Conservation Trust Fund (CTF)	\$ 2.5
❖ Gifts and Grants Fund	\$ 1.5
❖ Parks Development Fund	\$ 1.5
Total	\$ 11.5 M

Revenue Sources

- ❖ County Sale Tax Share-back
- ❖ Colorado Lottery (Power Ball)
- ❖ Donations & Grants
- ❖ Developer Contributions (In-Lieu of)

Approximately \$ 7.5 million of additional funding from OSF and CTF spent on maintenance, patrol, and environmental education.



PROS Capital Improvement Master Plan Cost – 2019 Pricing (6-07-2021)

Type	Parks, Recreation, and Open Space	Capital (One-time)	Maintenance (On-going)
Undeveloped Parks	Signature Park	39,000,000	2,200,000
	Dome Park	4,500,000	400,000
	Sports Park 2	39,000,000	3,200,000
	Prairie Winds Neighborhood Park	1,700,000	66,000
	Reservoir Community Park	11,500,000	1,000,000
	Special Use Park	20,000,000	1,000,000
		\$ 115,700,000	\$ 7,866,000

Partially Developed Parks	Sand Creek Park	2,200,000	150,000
	Red-tailed Hawk Park	11,500,000	700,000
	Median Landscaping	14,500,000	800,000
	Aurora Sports Park Improvements	10,000,000	500,000
		\$ 38,200,000	\$ 2,150,000

Park Renovations / Improvements	Park Renovations	44,000,000	-
	Bicentennial Park	25,000,000	2,200,000
	Del Mar Park	3,900,000	200,000
	Highline Ballfields	3,000,000	-
	Park paving repairs	10,000,000	1,500,000
		\$ 85,900,000	\$ 3,900,000

	Land acquisition	\$ 10,000,000	-
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Open Space Facilities	PCC	37,000,000	600,000
	A Res	12,000,000	1,000,000
	Quincy res	9,000,000	300,000
	Star K Ranch	1,600,000	50,000
	DeLaney Farm	3,000,000	100,000
		\$ 62,600,000	\$ 2,050,000

PROS Capital Improvement Master Plan Cost – 2019 Pricing (6-07-2021)

Type	Parks, Recreation, and Open Space	Capital (One-time)	Maintenance (On-going)
Trails	HLC Crossings	16,000,000	-
	HLC Opportunity areas	12,000,000	400,000
	Buckley buffer trail	700,000	50,000
	Triple Creek Trail	11,000,000	1,000,000
	Open Space Vault Toilets	700,000	150,000
		\$ 40,400,000	\$ 1,600,000
O&M	Maintenance Facility improvements	26,000,000	80,000
	SEAM Maintenance Facility	35,000,000	100,000
		\$ 61,000,000	\$ 180,000
Recreation and Event Facilities	New Recreation Centers	185,000,000	10,000,000
	Meadowood Remodel	14,000,000	300,000
	Beck Pool Renovation	4,000,000	-
	Utah Pool Addition	23,000,000	600,000
	Field House at Sports Park	32,000,000	1,500,000
	Events Center	35,000,000	1,600,000
		\$ 293,000,000	\$ 14,000,000
Golf	Golf Infrastructure	6,000,000	150,000
	A Hills Clubhouse	8,000,000	60,000
		\$ 14,000,000	\$ 210,000
Total		\$ 720,800,000	\$ 31,956,000



CITY OF AURORA

Council Agenda Commentary

Item Title: Consideration to APPROVE A RESOLUTION of the City of Aurora, Colorado, approving the intergovernmental agreement between The Groundwater Management Subdistrict of the Central Colorado Water Conservancy District and the City of Aurora, Colorado, acting by

Item Initiator: Dawn Jewell, South Platte Basin Water Resources Supervisor, Aurora Water

Staff Source/Legal Source: Dawn Jewell, South Platte Basin Water Resources Supervisor, Aurora Water / Stephanie Neitzel, Assistant City Attorney

Outside Speaker: N/A

Council Goal: 2012: 3.0--Ensure excellent infrastructure that is well maintained and operated.

COUNCIL MEETING DATES:

Study Session: 7/19/2021

Regular Meeting: 7/26/2021

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

- Approve Item as proposed at Study Session Information Only
- Approve Item and Move Forward to Regular Meeting
- Approve Item as proposed at Regular Meeting
- Approve Item with Waiver of Reconsideration
Why is a waiver needed? [Click or tap here to enter text.](#)

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Water Policy

Policy Committee Date: 6/16/2021

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

- Recommends Approval Does Not Recommend Approval
- Forwarded Without Recommendation Recommendation Report Attached
- Minutes Attached Minutes Not Available

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

On November 16, 2020, City Council approved the purchase of 15 shares of Farmers Independent Ditch Company and 144 acres of land, for which the water has historically been used to irrigate, as item 10i.

On June 16, 2021, the Water Policy Committee supported moving the intergovernmental agreement between The Groundwater Management Subdistrict of the Central Colorado Water Conservancy District and the City of Aurora for petition for class D irrigation water allotment contract forward to Study Session.

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

In February 2021, the City purchased 15 shares of Farmers Independent Ditch Company and the associated 144 acres of historically irrigated land in Weld County, Colorado. This land will remain in agriculture and will be maintained by a lease holder until such time as the City has need of this water. On this property is a well, which the City now owns, which has been historically augmented by the Groundwater Management Subdistrict of the Central Colorado Water Conservancy District (the District) in case 02CW335. To continue use of the well for supplemental irrigation supply on the property by the lease holder, who will be maintaining the grounds and continuing the consumptive use of the share water, Aurora must either submit a water court application for augmentation at considerable cost or petition the District to be included in the decreed plan of augmentation for replacement of depletions. Staff recommends petitioning the District for the short-term augmentation need. Once this water has been changed in Water Court, the City will no longer need the District's augmentation water.

The District has provided their standard Petition Contract for the City to continue use of the groundwater well. The standard Municipal rate for the contract is \$168 per acre foot of augmentation water and the well historically has allotted 97.34-acre feet of augmentation. This is equal to an annual rate of \$16,353.12 which will automatically renew each calendar year.

QUESTIONS FOR COMMITTEE

Does City Council support moving the Intergovernmental Agreement between the Groundwater Management Subdistrict of the Central Colorado Water Conservancy District and the City of Aurora for a petition for class D irrigation water allotment contract forward to Regular Session?

LEGAL COMMENTS

The Council may, by Resolution, enter contracts or agreements with other governmental entities or special districts for the joint use of buildings, equipment or facilities, or for furnishing or receiving commodities or services (Charter section 10-12) Neitzel

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: Funding for this Intergovernmental Agreement will come from the Water Fund operating budget in the annual amount of \$16,353.12.

ORG: 52018-Water Resources

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain:

RESOLUTION NO. R2021-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO,
APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE
GROUNDWATER MANAGEMENT SUBDISTRICT OF THE CENTRAL COLORADO
WATER CONSERVANCY DISTRICT AND THE CITY OF AURORA, COLORADO,
ACTING BY AND THROUGH ITS UTILITY ENTERPRISE, FOR PETITION FOR CLASS D
IRRIGATION WATER ALLOTMENT CONTRACT

WHEREAS, the City of Aurora, Colorado, acting by and through its Utility Enterprise (the “City”), acquired certain real property in Weld County, Colorado, to allow for expansion of the City’s Prairie Waters Project wellfield that is an integral part of the City’s water supply system (the “Property”); and

WHEREAS, as part of the Property purchase, Aurora acquired groundwater wells permitted for irrigation of the Property (the “Wells”) and that is included in a plan for augmentation decreed in Case No. 02CW335, Water Division 1, to the Groundwater Management Subdistrict of the Central Colorado Water Conservancy District (“Subdistrict”) for replacement of out-of-priority depletions associated with pumping of wells located in the Subdistrict; and

WHEREAS, the City wishes to continue use of the Wells on the Property, and therefore, must petition the Subdistrict to be included in the decreed plan of augmentation for replacement of depletions associated with use of the Well including the City’s agreement to pay annual assessments to the Subdistrict for replacement water allotted to the Property each year; and

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

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

Section 1. The Intergovernmental Agreement between the Groundwater Management Subdistrict of the Central Colorado Water Conservancy District and the City of Aurora, Colorado, acting by and through its Utility Enterprise, for Petition for Class D Irrigation Water Allotment Contract is hereby approved.

Section 2. The Mayor and the City Clerk are hereby authorized to execute, on behalf of Aurora, 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 the Resolution.

Section 3. All resolutions or parts of resolutions in conflict herewith are expressly rescinded.

RESOLVED AND PASSED this _____ day of _____, 2021.

MIKE COFFMAN, Mayor

ATTEST:

Kadee Rodriguez, City Clerk

APPROVED AS TO FORM:

Stephanie Neitzel

STEPHANIE J. NEITZEL, Assistant City Attorney

PETITION FOR CLASS D IRRIGATION WATER ALLOTMENT CONTRACT

FROM THE GROUNDWATER MANAGEMENT SUBDISTRICT OF THE CENTRAL COLORADO WATER CONSERVANCY DISTRICT

Petitioner hereinafter named petitions the Groundwater Management Subdistrict of the Central Colorado Water Conservancy District, a political subdivision of the State of Colorado, organized and existing by virtue of §37-45-101, et.seq., C.R.S., for a Class D Water Allotment Contract for beneficial use of water under the following terms and conditions:

1. Name, address and telephone number of Petitioner:

City of Aurora, CO. a Colorado home rule municipal corporation of the counties of Adams, Arapahoe and Douglas, Acting by and through its Utility Enterprise
 15151 E. Alameda Pkwy #3600
 Aurora, CO, 80012
 Phone: 720-859-4372

2. Farm I.D. (to be assigned by Subdistrict):

1276

3. List quarter section, section, township, and range of lands covered by this petition and total acres of parcel:

Description:
 LOT B Recorded Exemption 1059-25-04 RECX18-0009
 PT N2 SE4 Section 25, Township 4 North, Range 67 West
 LOT B Recorded Exemption 1059-25-5-RE2971
 S2 NE4 Section 25, Township 4 North, Range 67 West
 Acres: 160
 County: Weld

4. Total acres of land irrigated:

62

5. Petitioner owns and/or uses on the above-described lands the following water rights:

a. Well information:

Permit Number WELLS AUGMENTED:	WDID	Case Number	Location (1/4, 1/4)	Section	Township	Range	Pump (GPM)
-14539-	0205457	W-2200	SE1/4 SE1/4	25	4N	67W	1305
-14540-	0205459	W-2200	NE1/4 SE1/4	25	4N	67W	765
-22306-R	0206778	W-8330-76	NE1/4 SE1/4	25	4N	67W	801

b. Surface Water Rights Information:

- Shares of stock in mutual ditch/reservoir and/or irrigation companies delivered to above-described land:

Name of Company	Number of shares owned, rented or leased and used on this farm

- Decreed surface water rights owned by Petitioner other than through a company:

Name of Ditch or Reservoir	Amount of Decree (second-foot/acre feet)	Percentage Owned of Total	Priority Date

6. State acres described in ¶4 that are irrigated by:

Surface water alone	0 acres	Method of irrigation:	
Ground water alone	62 acres	Gravity irrigated	0 acres
Primarily by surface water and supplemented by ground water	0 acres	Sprinkler irrigated	62 acres
Primarily by ground water and supplemented by surface water	0 acres	Drip irrigated	0 acres

7. The initial amount of augmentation plan replacement water allotted for this farm is 97.34 acre-feet annually and the initial annual special assessment will be \$16353.12. The amount of water allotted, the special assessment and assessment per acre-foot may change from year to year and Petitioner will be notified of a change in special assessment by an annual bill of assessment. It is understood and agreed by Petitioner that the quantity of replacement water to be allotted is to be determined by the Board of Directors on the basis of information given in ¶3 through ¶6, in accordance with Subdistrict plans to permit well pumping pursuant to the decree of the water court entered in Case No. 02CW335. The Subdistrict will take such actions as it deems necessary to promote and protect said plans.

8. It is understood and agreed that upon entry of an order granting said Petition, Petitioner shall be bound by the terms of this contract, the Water Conservancy Act, §C.R.S. 37-45-101 et seq., the decree entered in Case No. 02CW335 and any other pertinent decree of the water court, valid orders of the State or Division Engineer, and the Rules, Regulations, Bylaws, Resolutions and Policies of the Subdistrict as the same from time to time, may be adopted or amended, including but not limited to: the Subdistrict's Policy Resolution Regarding Quota Enforcement and the Subdistrict's Policy Resolution Regarding Well Meter Reading and Reporting. By signing this document, Petitioner acknowledges that Petitioner has read and understands the applicable Rules, Regulations, Bylaws, Resolutions and Policies of the Subdistrict, that are in effect at the time this contract is signed. Petitioner may within 15 days of the receipt of this contract, or any annual bill of special assessment, make an objection in writing to the Board of Directors of the Subdistrict stating in particular why the contract or bill of special assessment is incorrect. The Board of Directors may review the written objection and with or without hearing act upon the same and notify Petitioner.

9. Because the Subdistrict's plan for augmentation is based on irrigation as stated in ¶3 through ¶6 above, Petitioner agrees:

- To continue to use the water rights described in ¶5 in the same manner and to the same extent as stated in this petition as described in ¶6 on the lands described in ¶3 and the acres in ¶4.
- To be responsible for monitoring and reading the well meter(s) of the augmented well(s) and reporting accurate meter readings to the Subdistrict as required by the Subdistrict.
- To adhere to State and Division Engineer Rules regarding wells and well metering.
- To adhere to all Rules, Regulations, Bylaws, Resolutions and Policies of the Subdistrict.
- Not to move, re-calibrate, modify, tamper with, or make changes to any well meter(s).
- To report any meter failures or suspected tampering of meters to the Subdistrict immediately upon discovery of the same.
- That the Subdistrict and its agents, employees and representatives shall have the right of entry upon Petitioner's property to read, re-calibrate, inspect, move or otherwise do any action necessary in regards to the well meter(s) associated with this Contract; and
- To immediately notify the Subdistrict in writing of any material changes in the information given in ¶3 through ¶6. A material change includes:
 - any change in the operation or use of the well(s) described in ¶5a or ¶6;
 - any change in the use or extent of use of the surface water rights described in ¶5b;
 - any sale, lease, or other disposition of any of the water rights listed in ¶5 or any of the land described in ¶3;
 - any purchase, lease, rental or other acquisition of additional water rights or additional lands which will be irrigated;
 - any change in irrigation practices or method of irrigation;
 - any cessation of irrigation for more than one year.

10. It is understood and agreed that failure to adhere to this Contract, or the Rules, Regulations, Bylaws, Resolutions and Policies of the Subdistrict may result in the immediate termination of this contract by the Board of Directors. Petitioner understands that if this contract is so terminated, Petitioner has the right to petition the Board of Directors within thirty days following the postmarked date of the applicable Notice of Violation to request a hearing on the matter of termination. Petitioner agrees that once a Contract is terminated, the Subdistrict may petition the Water Court in Water Division One for deletion of any member well from its decreed augmentation plan(s), and that Petitioner is not entitled to special notice thereof. Petitioner agrees that if this Contract is terminated, Petitioner is responsible for any post-pumping depletions in accordance with ¶18 below. If post-pumping depletions are due, the Board of Directors shall produce a final statement that specifies the amount of future assessments based on remaining post-pumping depletions and when those assessments will become due. In the event of a dispute regarding this Contract or in the event Petitioner shall bring any challenge to the validity of any Decision, Rule, Regulation, Bylaw, Resolution or Policy of the Subdistrict, including a challenge by Petitioner of a contract termination decision by the Board of Directors, if the petitioner does not prevail in the challenge, the District shall be entitled to an award of actual attorney fees and costs of the District hearing and any subsequent Court review of any District decision. If Court action is necessary to resolve any dispute under this Contract, the Parties agree that the proper venue for Water Matters is the Division One Water Court in Greeley, Colorado and shall file any actions in said venue.

11. It is understood and agreed that any replacement water allotted by the Board of Directors of the Subdistrict shall be for the purpose of permitting the irrigation use of well water upon the lands described above, provided, however, that all uses which receive the benefit from the allotment shall be within the Subdistrict.
12. It is understood and agreed that the Board of Directors of the Subdistrict will attempt to maintain judicial and administrative approval of its plan for augmentation, and any corresponding substitute supply plans or other operating plan, in order to enable Petitioner to operate the wells described above in accordance with the decree entered in Case No. 02CW335, any applicable rules and regulations of the State Engineer governing well pumping, any applicable State Engineer substitute supply plan approvals, and the laws of the State of Colorado. The Board of Directors of the Subdistrict do not guarantee that the Petitioner will have the continued and unrestricted use of well water. Petitioner recognizes that any well pumping under this contract will be subject to the annual allotment issued by the Board. The Subdistrict will use its best efforts to maintain a plan for augmentation, substitute supply plan or other operating plan in order to assist the Petitioner in the continued use of well water and will take such actions as deemed proper by the Board of Directors to promote and protect said plans. If necessary, Petitioner agrees to curtail his or her well pumping to the extent ordered by the Board of Directors of the Subdistrict or the State or Division Engineer.
13. The annual quota is an estimate by the Subdistrict based on conditions at the present time, but is not binding on the Subdistrict, and is subject to change each year. The State Engineer and Division Engineer, or the Water Court, have the authority to make the final determination as to the amount of pumping allocation water that is acceptable and so no estimate by the Subdistrict should be considered binding or final.
14. Pursuant to §37-45-125(2)(f), C.R.S., the annual special assessment herein shall become a tax lien upon the lands for which such water is petitioned and allocated. Upon termination of this contract, any unpaid assessment will remain a lien upon the land.
15. The term of this contract shall be for the calendar year beginning January 1 after the signing of this contract, but if replacement water is required during the calendar year the contract is signed, then the term shall begin immediately upon execution in which event the contract shall expire at the end of the calendar year. The contract shall be automatically renewed each year, if timely payment is made, unless notice in writing is given by either party canceling the contract thirty (30) days prior to the end of the calendar year.
16. It is understood and agreed that the replacement water allotment is made for the exclusive benefit of the Petitioner's lands and may not be transferred to any lands without the prior written approval of the Board of Directors of said Subdistrict by a new contract.
17. Petitioner understands that the Subdistrict has adopted a groundwater measuring program, and agrees to install, at Petitioner cost, such measuring devices as may be called for by the Board of Directors of the Subdistrict.
18. Petitioner understands that in the event that pumping from the well(s) described in this Petition ceases, there will nevertheless be post-pumping depletions affecting the South Platte River (and its tributaries, where applicable) for a number of years following cessation of pumping. In such event, Petitioner's obligations under this contract, including but not limited to payment of annual special assessments, shall extend for so long as post-pumping depletions continue. Any annual special assessment imposed for the purpose of replacing post pumping depletions shall become a tax lien upon the lands for which such water is petitioned and allocated. Upon termination of this contract, any unpaid assessment will remain a lien upon the land.
19. This contract is not intended to benefit any party other than Petitioner and there shall be no third-party beneficiaries to this Contract, except in cases where a third-party lender is an additional Petitioner to the Contract for the purpose of securing indebtedness. Petitioner understands that Petitioner is responsible for the acts or omissions of any of Petitioner's tenants, lessees, licensees or guests and shall be directly responsible for the acts of the same in reference to the rights and responsibilities under this Contract.
20. Nothing herein shall be construed or interpreted as a waiver, express or implied, of the Subdistrict's rights under the Governmental Immunity Act C.R.S §24-10-101 et seq.

PETITIONER MUST PROVIDE ALL INFORMATION REQUESTED OR THIS PETITION WILL NOT BE ACCEPTED FOR FILING. THE INFORMATION MUST BE CORRECT AND ACCURATE SINCE THE SUBDISTRICT RELIES ON IT TO GRANT THE CONTRACT AND CANNOT BE RESPONSIBLE FOR INCORRECT OR INACCURATE INFORMATION.

See Attached Signature Page

Petitioner _____
 ----- n/a -----
 Petitioner _____

The foregoing instrument was acknowledged before me by the above signed this _____ day of _____, 20____.

WITNESS my hand and official seal.

 Notary Public

My commission expires: _____

ORDER FOR CLASS D IRRIGATION WATER ALLOTMENT

Proper notice having been given and hearing held, it is ORDERED that the above petition be granted and is hereby made a contract and an initial allotment of 97.34 acre-feet of replacement water be made to the lands therein described upon the terms, and payable in the manner, as stated in said petition, the initial amount payable being an annual assessment of \$16353.12. Failure to notify the Board of Directors of any material changes may result in the immediate termination of this contract.

DONE this _____ day of _____, 20____.

GROUNDWATER MANAGEMENT SUBDISTRICT OF THE CENTRAL COLORADO WATER CONSERVANCY DISTRICT

By: _____
 President

 Secretary

ATTEST: (Seal)

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

Mike Coffman, Mayor

Date

Attest:

Kadee Rodriguez, City Clerk

Date

Approved as to form for Aurora:

Stephanie Neitzel

Stephanie Neitzel, Assistant City Attorney II

5/28/2021

Date

22038261

ACS #

State of Colorado)
) ss
County of Arapahoe)

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

Witness my hand and official seal. _____
Notary Public

My commission expires: _____

(Seal)



**Boos CCWCD Well
0205457
Aurora Water**

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

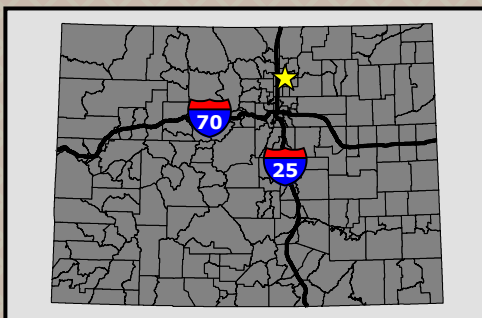


Aurora is Worth Discovering!

May 18, 2021



DISCLAIMER: The City of Aurora, Colorado, makes no warranties or guarantees, express or implied, as to the completeness, accuracy, or correctness of this data, nor shall the City incur any liability from any incorrect, incomplete, or misleading information contained therein. The City makes no warranties, either express or implied, of the value, design, condition, title, merchantability, or fitness for a particular purpose. The City shall not be liable for any direct, indirect, incidental, consequential, punitive, or special damages, whether foreseeable or unforeseeable, arising out of the authorized or unauthorized use of this data or the inability to use this data or out of any breach of warranty whatsoever.



Legend

- Boos Well 0205457
- Boos Property



MINUTES

**Regular Meeting – Aurora City Council
Monday, November 16, 2020**

1. **CONVENE REGULAR MEETING OF NOVEMBER 16, 2020**

2. **Roll Call** Susan Barkman, Interim City Clerk

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

OTHERS PRESENT: Jim Twombly, City Manager, Dan Brotzman, City Attorney, Susan Barkman, Interim City Clerk

Interim Clerk Susan Barkman announced the topics for discussion in executive session.

Motion to go into Executive Session Made by Mayor Pro Tem Johnston, and Seconded by Council Member Bergan.

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

3. **RECONVENE REGULAR MEETING OF NOVEMBER 16, 2020 AND CALL TO ORDER**

Mayor Coffman reconvened the regular meeting of City Council at 7:37 p.m.

4. **ROLL CALL** Susan Barkman, Interim City Clerk

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

3. **INVOCATION/MOMENT OF SILENCE**

Mayor Coffman called for a moment of silence in memory of those who have been lost and have suffered from this terrible pandemic.

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

5. **APPROVAL OF MINUTES**

Motion by Gardner, second by Bergan, to approve the minutes of the meeting of October 5, 2020.

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

6. **PROCLAMATIONS OR CEREMONIES**

a. **Proclamation: Hunger and Homelessness Awareness Week**

- ♦ *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.*

DRAFT

Mayor Coffman read the proclamation declaring November 15 – 21, 2020 Hunger and Homelessness Awareness Week.

b. 50th Anniversary of Defense Support Program Satellite Launch

Mayor Coffman read the proclamation recognizing November 6, 2020 as the 50th anniversary of the Defense Support Program Satellite Launch.

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

Susan Barkman, Interim City Clerk, provided citizen call-in instructions.

Roger Sherman introduced the speakers.

8. **ADOPTION OF THE AGENDA**

a. RECONSIDERATION FOR RESOLUTION R2020-24 - to Suspend Certain Council Rules

Staff Source: Susan Barkman, Interim City Clerk

Staff Attorney: Dan Brotzman, City Attorney

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

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

Motion by Johnston, second by Gruber, to adopt the agenda with the continuance of item 13a to December 7, 2020.

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

9. **CONSENT CALENDAR**

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

a. Consideration to AWARD A SINGLE SOURCE CONTRACT to Evoqua Water Technologies LLC, Sarasota, Florida in the amount not to exceed \$135,000.00 to cover the cost of Akta Klor 25 water treatment chemical (Sodium Chlorite) from 11/1/20 through 2/28/21.

Presenter: Bobby Oligo – Manager of Water Treatment – Aurora Water

Attorney: David Lathers, Sr. Assistant City Attorney

b. Consideration to AWARD A SINGLE SOURCE CONTRACT to BKD, LLP Denver Colorado in the amount of \$978,690 for financial statement audit services through the year 2025

Presenter: Nancy Wishmeyer, Controller

Attorney: Hanosky Hernandez, Assistant City Attorney

c. Consideration to AWARD AN OPLENLY SOLICITED contract to

- ◆ *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.*

Saunders

Construction, Englewood, Colorado in the amount of \$7,832,036 for Work Package 2 of the Southeast Aurora Maintenance (SEAM) Facility Project. R-5661A

Presenter: Watson, Elly, Manager of Business Services

Attorney: David Lathers, Sr. Assistant City Attorney

- d. **Consideration to AWARD A SINGLE SOURCE Contract to the Aurora**

Economic Development Council (AEDC), Aurora, Colorado in an amount not to exceed \$550,000 for services to retain, expand, and attract companies and employment within the City of Aurora.

Presenter: Butz, Frank - Project Manager - Planning & Development Services

Attorney: McKenney, Christine, Client Group Manager

- e. **Consideration to AWARD A SINGLE SOURCE CONTRACT to SmartSafety Software, Boise, ID in the amount of \$67,600.00 to provide traffic accident drawing/diagramming software for the Police Department's use of the State of Colorado Accident form.**

Presenter: Scott Newman, CIO, IT Department

Attorney: David Lathers, Sr. Assistant City Attorney

- f. **Consideration to Award a Single Source Contract to Innovest Portfolio Solutions LLC, Denver Colorado in the amount of \$64,500 for consulting services associated with the City's 457 Deferred Compensation Plan and the 401(a) Executive Money Purchase Plan through December 31, 2021.**

Presenter: Nancy Wishmeyer, Controller

Attorney: Hanosky Hernandez, Assistant City Attorney

- g. **Consideration to EXTEND AN OPENLY SOLICITED CONTRACT to Loomis,**

Aurora, Colorado in the amount not-to-exceed \$60,000.00 for armored car services, RFP R-1972.

Presenter: Fillinger, Bryn, Mgr Of Purchasing & Contracts

Attorney: David Lathers, Sr. Assistant City Attorney

Motion by Bergan, second by Berzins, to approve items 9a – 9g.

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

Susan Barkman, Interim City Clerk, provided citizen call-in instructions.

Mayor Coffman called for a five-minute recess.

- ◆ *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.*

DRAFT

10. **RESOLUTIONS**

a. **A Deaccessioning of "On the Move 1"**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL TO DEACCESSION AND REMOVE THE WORK OF ART CALLED THE "ON THE MOVE 1" FROM THE CITY'S ART COLLECTION

Presenter: Bloom, Roberta - Program Supervisor

Attorney: Joyce, Tim, Assistant City Attorney II Civil

Motion by Gruber, second by Coombs, to approve item 10a.

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

- b. RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT FOR THE 2020 HOMELESS SERVICES RFP PREVIEW COMMITTEE RECOMMENDATION FOR MILE HIGH BEHAVIORAL HEALTH, LLC. DBA AURORA DAY RESOURCE CENTER

MARIJUANA SALES TAX FUND GRANT

Presenter: Jessica Prosser, Manager of Community Development

Attorney: Tim Joyce, Assistant City Attorney

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

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

Voting Nay: Berzins

- c. Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2021 operating plan and budget for Parkside at City Centre business improvement district. (item is dual listed.)

Presenter: Orozco, Jennifer - Project Manager - Planning & Development Service

Attorney: Hans Hernandez Perez, Assistant City Attorney

Motion by Berzins, second by Lawson, to approve item 10c.

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

d. **IGA with CDOT for 25th Avenue Pedestrian Improvement Project**

Consideration to APPROVE A RESOLUTION by the City Council of the City of Aurora, Colorado for the Intergovernmental Agreement (IGA) between City of Aurora and State of Colorado Department of Transportation (CDOT) for Community Mobility Planning and Implementation (CMPI) grant funding for the 25th Avenue Pedestrian Improvement Project

Presenter: Campuzano, Carlie - Traffic Manager

Attorney: Gardner, Michelle, Senior Assistant City Attorney

Motion by Coombs, second by Bergan, to approve item 10d.

- ◆ *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.*

DRAFT

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

e. **IGA for Maintenance of Certain CDOT Roadways**

Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado for the Intergovernmental Agreement Between the City of Aurora and the Colorado Department of Transportation for the Operation and Maintenance of State Highways

Presenter: McMinimee, Thomas - Street Operations Manager

Attorney: Gardner, Michelle, Senior Assistant City Attorney

Motion by Marcano, second by Berzins, to approve item 10e.

Council Member Bergan stated her understanding this item pertained to an agreement with the State of Colorado that the City would maintain certain state highways and asked if Gun Club Road was a part of the agreement.

Tom McMinimee, Street Operations Manager, answered no.

Council Member Bergan stated the reason it was not included was because the City was reimbursed by the state.

Mr. McMinimee stated he would look into the question about Gun Club.

Council Member Bergan requested he do so because she had many constituents who asked that Gun Club be widened. She noted she tells them the City could not widen it because it was a state highway.

Mr. McMinimee agreed to do so.

Nancy Freed, Deputy City Manager, added there has been discussion in the past in this regard but the issue was the state was not willing to bring Gun Club up to City standards.

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

f. A Resolution of the City Council of the City of Aurora, Colorado, Expressing the Aurora City Council's Approval of the Agreement Between the City of Aurora, Colorado and Comitis Crisis Center, INC., for Comitis to Operate the City's E-Shelter. This item is dual listed.

Presenter: Jessica Prosser, Manager of Community Development

Attorney: Tim Joyce, Assistant City Attorney

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

Council Member Bergan referenced the budget and asked staff if the total operation cost was \$1,215,174.

Jessica Prosser, Manager of Community Development, answered affirmatively, noting with the exception of a reduction of approximately \$100k of one-time costs.

- ◆ *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.*

DRAFT

Council Member Bergan stated her understanding the CARES money went through the end of December and the other funds were those other than from the General Fund.

Ms. Prosser concurred, noting they were Emergency Solutions Grant money through HUD that was specifically called out for COVID related expenses.

Council Member Bergan pointed out this was a significant amount of money that was being used for the City's homelessness population as a remedy for the max capacity of 50 people at the Day Resource Center. She asked if there was any other alternative. Ms. Prosser answered no.

Council Member Gruber raised the topic of having a performance metric to measure whether or not the hundreds of thousands of dollars spent on the item made a difference and asked Ms. Prosser to speak to that in more detail. Ms. Prosser did so. Council Member Gruber stated that was his understanding as well, noting his expectation that there would be more information on how the operation was supposed to be run and evaluated.

Ms. Prosser reminded Council this was related to emergency sheltering and further listed the system's evaluation processes.

Council Member Bergan stated her understanding this related to emergency housing for the winter only and expressed her hope that possible trackable resources would be provided that could move people out of their homelessness situation.

Ms. Prosser concurred.

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

Voting Nay: Berzins

- g. Consideration to APPROVE A RESOLUTION by the City Council of the City of Aurora, Colorado for the Amended and Restated Intergovernmental Agreement (IGA) between Regional Transportation District (RTD) and City of Aurora for the design, construction,

MAINTENANCE, MARKETING, AND PATRON ACCESS ADMINISTRATION OF ON-DEMAND BIKE LOCKERS. This item is dual listed. (Staff requests a waiver of reconsideration)

Presenter: Scott Bauman, Manager of Parking & Mobility Services

Attorney: Michelle Gardner, Assistant City Attorney

Motion by Marcano, second by Lawson, to approve item 10g.

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

- h. Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2021 Operating Plan and Budget for the Tower Business Improvement District. This item is dual listed

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DRAFT

Presenter: Carol Toth, Manager of Accounting – Finance
Attorney: Hans Hernandez Perez, Assistant City Attorney

Motion by Gruber, second by Johnston, to approve item 10h.

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

- i. Consideration to APPROVE A RESOLUTION by the City Council of the City of Aurora, Colorado approving the purchase of 15 shares of Farmers Independent Ditch Company and 144 acres of land the water was historically used to irrigate for a total purchase price
Presenter: Jewell, Dawn – S. Platte Basin Supervisor – Aurora Water
Attorney: Neitzel, Stephanie – Assistant City Attorney

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

Alexandra Davis, Aurora Water, provided a brief summary of the item.

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

- j. Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2021 Operating Plan and Budget for the Painted Prairie Business Improvement District Number Two – this item is dual listed
Presenter: Carol Toth, Manager of Accounting – Finance
Attorney: Hans Hernandez Perez, Assistant City Attorney

Motion by Gruber, second by Johnston, to approve item 10j.

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

- k. Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2021 Operating Plan and Budget for the Painted Prairie Business Improvement District Number One – this item is dual listed
Presenter: Carol Toth, Manager of Accounting - Finance
Attorney: Hans Hernandez Perez, Assistant City Attorney

Motion by Gruber, second by Johnston, to approve item 10k.

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

- l. Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2021 Operating Plan and Budget for the Fitzsimons Business

◆ *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.*

DRAFT

Improvement District. [This item is dual listed for City Council]
Presenter: Chad Argentar, Senior Development Project Manager
Attorney: Hans Hernandez Perez, Assistant City Attorney

Motion by Berzins, second by Gruber, to approve item 10l.

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

m. Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2021 Operating Plan and Budget for the Havana Business Improvement District. This item is dual listed.

Presenter: Chad Argentar, Senior Development Project Manager
Attorney: Hernandez Perez, Hans, Assistant City Attorney II Civil

Motion by Gruber, second by Marcano, to approve item 10m.

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

n. Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2021 Operating Plan and Budget for the Citadel on Colfax Business Improvement District – this item is dual listed

Presenter: Carol Toth, Manager of Accounting - Finance
Attorney: Hans Hernandez Perez, Assistant City Attorney

Motion by Coombs, second by Bergan, to approve item 10n.

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

o. Consideration to APPROVE A RESOLUTION of the City Council of the City of Aurora, Colorado, approving the 2021 Operating Plan and Budget for the Porteos Business Improvement District This item is dual listed.

Presenter: Carol Toth, Manager of Accounting - Finance
Attorney: Hans Hernandez Perez, Assistant City Attorney

Motion by Gruber, second by Berzins, to approve item 10o.

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

11. **PUBLIC HEARING WITH RELATED ORDINANCE**

None

12. **PUBLIC HEARING WITHOUT RELATED ORDINANCE**

None

Susan Barkman, Interim City Clerk, provided citizen call-in instructions.

Mayor Coffman called for a five-minute recess.

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13. **INTRODUCTION OF ORDINANCES**

- a. FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING CHAPTER 6 OF THE CITY CODE PERTAINING TO BACKGROUND QUALIFICATIONS FOR MARIJUANA BUSINESS OWNERS AND EMPLOYEES AND TO ADD A SECTION TO ALLOW MARIJUANA DELIVERY WITHIN THE CITY - this item is dual listed
Presenter: Robin Peterson, Manager Marijuana Enforcement
Attorney: Money, Daniel, Senior Assistant City Attorney

ITEM 13a was postponed to December 7, 2020.

14. **FINALIZING OF ORDINANCES**

- a. **Funding Overview and Proposal**
2020-60 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 50-37 OF THE CITY CODE OF THE CITY OF AURORA, COLORADO, RELATING TO MUNICIPAL COURT SURCHARGES, PROVIDING FUNDING FOR COMMUNITY SERVICE AGENCIES AND PROGRAMS, AND OTHER RELATED MATTERS
Presenter: Jason Batchelor, Deputy City Manager
Attorney: Hernandez Perez, Hans, Assistant City Attorney II Civil

Motion by Lawson, second by Coombs, to approve item 14a.

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

- b. **Proposed Ordinance to Amend the Executive Retirement Plan**
2020-61 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA AMENDING CHAPTER 102 OF THE CITY CODE OF THE CITY OF AURORA, COLORADO, RELATING TO THE MONEY PURCHASE PLAN FOR EXECUTIVE PERSONNEL
Presenter: Velasquez, Terri - Director of Finance
Attorney: Hernandez Perez, Hans, Assistant City Attorney II Civil

Motion by Gruber, second by Johnston, to approve item 14b.

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

- c. **56th Avenue Right-of-Way Vacation**
2020-62 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, VACATING THREE SECTIONS OF THE PUBLIC RIGHT-OF-WAY FOR EAST 56TH AVENUE, LOCATED BETWEEN THE TIBET ROAD AND HARVEST ROAD ALIGNMENTS, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO (56TH AVENUE ROW VACATIONS)
Presenter: Bickmire, Deborah - Senior Planner
Attorney: Money, Daniel, Senior Assistant City Attorney

Motion by Coombs, second by Johnston, to approve item 14c.

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

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- d. **Temporary Cap on Third Party Food Delivery Fees**
2020-64 FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING CHAPTER 26 ADDING ARTICLE III REFERRED TO AS "TEMPORARY CAPS ON FEES FOR FOOD DELIVERY," AND OTHER RELATED MATTERS
Presenter: Vaughn, Trevor - Manager Of Tax And Licensing
Attorney: Hernandez Perez, Hans, Assistant City Attorney II Civil

Motion by Gardner, second by Johnston, to approve item 14d.

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

- e. **FINANCING OF ELECTORAL CAMPAIGNS**
2020-58 Consideration of AN ORDINANCE FOR INTRODUCTION of the City of Aurora, Colorado, repealing and replacing Section 54-2 and Sections 54-101 to 54-110 of the City code related to the Financing of Electoral Campaigns
Sponsor: Mayor Pro Tem Johnston and Council Member Marcano
Attorney: Lathers, David, Senior Assistant City Attorney

Motion by Johnston, second by Marcano, to approve item 14e.

AMENDMENT I

Motion by Mayor Coffman, second by Gruber, to amend item 8a by striking section 54-103(c) because it was unconstitutional.

Council Member Marcano felt as though Council was beating a dead house. He stated his belief the provision was not unconstitutional and noted Council has been advised it was not.

Mayor Coffman asked Council Member Marcano who advised him. Council Member Marcano stated a combination of the City's attorneys and the partnering attorneys with Common Cause. Mayor Coffman asked staff if they opined on the constitutionality of this provision.

David Lathers, Senior Assistant City Attorney, did not believe he was asked to opine specifically on the constitutionality of that one provision.

VOTE ON AMENDMENT I

Voting Aye: Mayor Coffman, Bergan, Berzins, Gruber

Voting Nay: Coombs, Gardner, Hiltz, Johnston, Lawson, Marcano, Murillo

AMENDMENT II

Motion by Mayor Coffman, second by Gruber, to amend item 8a by striking section 54-104.5(b) because it was unconstitutional.

Mayor Coffman pointed out Council Member Marcano had expressed previously that the provision was in federal and state law as well as in the City of Boulder, which was not true. He stated this legislation was supposedly best practices, but he felt it was just invented with the purpose of controlling speech and intimidating opponents.

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Mayor Pro Tem Johnston asked the City Attorney for an opinion on the repetitiveness of going back to amendments that were not supported. Mr. Lathers agreed these were repetitive motions and pointed out they could continue to be made because it was the second reading. Mayor Pro Tem Johnston pointed out Council Member Marcano stated previously that he misspoke about the federal reference and that he believed it was so with Boulder as well. She stated that really did not matter as Council has had this full discussion. She stated she would support the amendment because she was concerned these issues of both the importance of trying to be on multiple issue committees and run campaigns was such a priority when the real issue was for more disclosure and accountability and those issues have already been decided by a vote of Council.

Council Member Berzins agreed with Mayor Pro Tem Johnston with the exception that doing so did not provide anyone with the opportunity to change their minds on a vote.

Council Member Marcano concurred with Mayor Pro Tem Johnston's comments. He felt these were anti-transparency amendments therefore would not support them.

Council Member Gruber stated it was absurd to have five names added to every advertisement or anything done in an election campaign. He stated it was punitive and unfair and he felt the ordinance would be challenged on constitutional grounds. He stated his hope that when that happened, the attorneys would see that some of the council members agreed it was unconstitutional.

VOTE ON AMENDMENT II

Voting Aye: Mayor Coffman, Bergan, Berzins, Gruber

Voting Nay: Coombs, Gardner, Hiltz, Johnston, Lawson, Marcano, Murillo

Council Member Gruber pointed out that although this was originally drafted by someone is Aurora, all of the work on it has been done outside of Aurora by activists. He stated this was not an Aurora bill for Aurorans and he would not support it.

VOTE ON ORIGINAL MOTION

Voting Aye: Coombs, Gardner, Hiltz, Johnston, Lawson, Marcano, Murillo

Voting Nay: Bergan, Berzins, Gruber

15. **PLANNING MATTERS**

None

16. **ANNEXATIONS**

- a. PUBLIC HEARING and CONSIDERATION TO APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, MAKING CERTAIN FINDINGS OF FACT REGARDING THE PROPOSED ANNEXATION OF A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO (Vista Creek) 9.99 ACRES
Staff Presenter: Jacob Cox, Senior Development Project Manager
Staff Attorney: Brian Rulla, Assistant City Attorney

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DRAFT

Mayor Coffman opened the public hearing on the item.

Jacob Cox, Senior Development Project Manager, Development Assistance, provided a brief summary of the item.

Mayor Coffman closed the public hearing on the item.

Motion by Berzins, second by Bergan, to approve item 16a.

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

- b. CONSIDERATION OF AN ORDINANCE ANNEXING A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6TH P.M., AND IN THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE STATE OF COLORADO (Vista Creek) 9.99 ACRES

Staff Presenter: Jacob Cox, Senior Development Project Manager

Staff Attorney: Brian Rulla, Assistant City Attorney

Motion by Berzins, second by Gardner, to approve item 16b.

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

17. RECONSIDERATIONS AND CALL UPS

- a. RECONSIDERATION OF RESOLUTION 2020-22 – Review of the powers granted to the City Manager by Resolution 2020-22. The powers granted to the City Manager which are set forth in the Disaster Declaration shall remain in place until a majority of Council votes to end the Declaration.

Attorney: Evans, Isabelle, Assistant City Attorney

Motion by Gruber, second by Murillo, to approve item 17a.

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

- b. Call up of a decision by the Planning and Zoning Commission which unanimously approved an Oil and Gas Location applied for by GMT Exploration Company.

Presenter: Jeffrey Moore Manager Oil & Gas Division

Attorney: Best, Ian, Assistant City Attorney

Motion by Johnston, second by Gruber, to continue item 17b to December 21, 2020.

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

Susan Barkman, Interim City Clerk, announced the first call-up related to the repeal of Chapter 1475, Restrictions by Ordinance.

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DRAFT

Motion by Hiltz, second by Coombs, to remove the motion to approve item 11a from the August 17th Council meeting to bring it back to study session on December 7, 2020.

Council Member Hiltz stated her reasoning for doing so was because the item was originally tabled when Council wanted to separate it from the larger conversation related to Chapter 14.

Council Member Berzins reminded Council the previous conversation on the item related to putting it on the 2021 ballot and asked Council Member Hiltz if she wanted to have that conversation or to go around the voters. Council Member Hiltz stated she wanted to have a conversation about repealing it with the full Council at study session and she believed the Mayor had a different proposal. Council Member Berzins stated this was the fifth time Council has gone through this and noted she has been working on the pit bull ordinance since 2005. She referenced some of the callers' comments and asked staff to provide Council with information at the study session related to the number of injuries that have been reported recently since they have not been allowed in Aurora compared to when they were allowed. She clarified the voters decided on the breed ban and not City Council as has been suggested.

Council Member Hiltz stated it was originally implemented by Council and that might be where people got the idea. She pointed out when it went to the ballot, the question was whether or not to ban pit bulls. She noted that was not the case as three specific breeds were banned. She stated she wanted to have the conversation and she did not think anything she stated in that conversation would take anyone by surprise.

Council Member Berzins asked those who wanted to bring the dogs back to look at the pictures and read the articles that people send because it does happen and the value of a life should be considered.

Council Member Coombs asked staff to also provide information related to how many people call in to complain that a dog was a pit bull and how many subsequently tested as actually being 50 percent or more of the restricted breeds.

Council Member Marcano stated he would also like staff to provide information in terms of how much staff time went into dealing with those issues and how much residents paid for DNA testing.

Council Member Gruber requested staff provide information on how many of the overall population of dogs within the city were chipped.

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

Voting Nay: Bergan, Berzins, Gruber

18. REPORTS

a. Report by the Mayor

No report.

b. Reports by Council

Mayor Pro Tem Johnston discussed the success of the recent Lunch and Learn mental wellness workshop and expressed appreciation to the council members who attended. She stated this week's topic would be about caring for seniors.

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DRAFT

Council Member Lawson expressed appreciation to Chiefs Gray and Wilson for their attendance at the Public Safety session for the Civic Engagement Academy and to George Adams, Mindy Parnes, Vanessa Irving and Jeffrey Moore for providing presentations at the Civic Engagement Academy.

Council Member Gruber gave a shout-out to Buckley Air Force Base and their mission there. He further discussed their mission and its importance to the City.

Council Member Murillo announced the Ward I Town Hall meeting was scheduled for Thursday, November 19, 2020 at 6:00 p.m.

Council Member Marcano announced the Ward IV Town Hall meeting was scheduled for Thursday, November 19, 2020 at 6:30 p.m. where The Point at Nine Mile, economic development and housing would be discussed.

Council Member Coombs announced the Ward V Town Hall meeting was scheduled for 6:30 p.m. where Dave Paterson, Faulk, would provide a presentation and fire and police representatives would be present to answer public safety questions. She expressed appreciation to the Air Force and Space Force service members as well as Council Member Marcano for their efforts in graveling the emergency shelter yard on Veteran’s Day. She acknowledged this was Transgender Awareness Week and Friday, November 20, 2020 was Transgender Day of Remembrance.

Council Member Bergan announced the Ward VI Town Hall was scheduled for Wednesday, November 18, 2020 from 6:00 p.m. to 8:00 p.m., where a presentation on roads and the Fire Department would be provided.

Council Member Berzins acknowledged the recent passing of Peggy Kerns and discussed her political career. She stated Ms. Kerns would be missed as she was a fine lady who was very passionate about service to Aurora.

Mayor Coffman agreed she was an extraordinary leader for the City of Aurora.

19. **PUBLIC INVITED TO BE HEARD**

Roger Sherman introduced speakers.

20. **ADJOURNMENT**

Mayor Coffman adjourned the regular meeting of City Council at 9:58 p.m.

MIKE COFFMAN, MAYOR

ATTEST:

◆ *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.*

Water Policy Committee (WPC) Meeting
June 16, 2021

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

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

4. Intergovernmental Agreement (IGA) with the Groundwater Management Subdistrict of the Central Colorado Water Conservancy District for Well Augmentation

Summary of Issue and Discussion: D. Jewell stated, in February 2021, the City purchased 15 shares of Farmers Independent Ditch Company and the associated 144 acres of historically irrigated land in Weld County, Colorado. This land will remain in agriculture and will be maintained by a lease holder until such time as the City has need of this water. On this property is a well, which the City now owns, which has been historically augmented by the Groundwater Management Subdistrict of the Central Colorado Water Conservancy District. To continue use of the well for supplemental irrigation supply on the property by the lease holder, who will be maintaining the grounds and continuing the consumptive use of the share water, Aurora must either submit a water court application for augmentation at considerable cost or petition the District to be included in the decreed plan of augmentation for replacement of depletions. Staff recommends petitioning the District for the short-term augmentation need. Once this water has been changed in Water Court, the City will no longer need the District's augmentation water. The District has provided their standard Petition Contract for the City to continue use of the groundwater well. The standard Municipal rate for the contract is \$168 per acre foot of augmentation water and the well historically has allotted 97.34-acre feet of augmentation. This is equal to an annual rate of \$16,353.12 which will automatically renew each calendar year.

Outcome: The Committee supports the Intergovernmental Agreement (IGA) with the Groundwater Management Subdistrict of the Central Colorado Water Conservancy District for Well Augmentation and forwarded to Study Session for consideration.

Follow-Up Action: The Committee supports the Intergovernmental Agreement (IGA) with the Groundwater Management Subdistrict of the Central Colorado Water Conservancy District for Well Augmentation and will forward to Study Session for consideration.



CITY OF AURORA

Council Agenda Commentary

Item Title: Advanced Meter Infrastructure Update and Presentation
Item Initiator: Marena Lertch, Manager of Water Service Operations
Staff Source/Legal Source: Marena Lertch, Manager of Water Service Operations/ Ian Best, Asst. City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.0--Ensure excellent infrastructure that is well maintained and operated.

COUNCIL MEETING DATES:

Study Session: 7/19/2021

Regular Meeting: N/A

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

- Approve Item as proposed at Study Session
- Information Only
- Approve Item and Move Forward to Regular Meeting
- Approve Item as proposed at Regular Meeting
- Approve Item with Waiver of Reconsideration
Why is a waiver needed?[Click or tap here to enter text.](#)

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Water Policy

Policy Committee Date: 6/16/2021

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

- Recommends Approval
 - Does Not Recommend Approval
 - Forwarded Without Recommendation
 - Recommendation Report Attached
 - Minutes Attached
 - Minutes Not Available
-

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

On February 8, 2018, a Water Meter Replacement Study presentation was given to Water Policy Committee as an informational item.

On November 8, 2018, a Water Meter Replacement Update was given to Water Policy Committee as an informational item.

On January 7, 2019, Council approved an openly solicited contract to Badger Meter Inc., for a four year replacement of all water meters with advanced metering technology in the total amount of \$16,008,639.05 with the first year purchase order approval in the amount of 4,141,330.00.

On December 7, 2020, Council Approved the second year purchase order in the amount of \$5,112,946.00 with Badger Meter, Inc., for the second year of implementation and installation of the Advanced Metering Infrastructure system.

On June 16, 2021, an Advanced Meter infrastructure Update and Presentation was given to the Water Policy Committee as an informational item.

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

This presentation will provide a history, current status and proven benefits of the Advanced Metering Infrastructure (AMI) system. Aurora Water customers, as well as the utility are already seeing the benefits of this system, identifying and resolving leaks within hours and avoiding negative impact to customers and property.

QUESTIONS FOR COMMITTEE

Information Only

LEGAL COMMENTS

The City Manager shall be responsible to the Council for the proper administration of all affairs of the City placed in the City Manager's charge and to make written or verbal reports to the Council concerning the affairs of the City under supervision. City Charter §7-4(e). Ian Best

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain:

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain:

Report Approval Details

Document Title:	Advanced Meter Infrastructure Update and Presentation.docx
Attachments:	- Water Policy Committee Minutes.pdf - Council Minutes.pdf - AMI Presentation 06282021.pdf
Final Approval Date:	Jul 2, 2021

This report and all of its attachments were approved and signed as outlined below:

No Signature found

Marena Lertch

No Signature found

Steven Sciba

No Signature - Task assigned to Marshall Brown was completed by assistant Casey Rossman

Marshall Brown

No Signature - Task assigned to Adrian Morris was completed by workflow administrator Veronica Garza

Adrian Morris

Greg Hays

No Signature - Task assigned to Nancy Freed was completed by workflow administrator Casey Rossman

Nancy Freed

Jim Twombly

5. WATER METER REPLACEMENT STUDY

Summary of Issue and Discussion: S. Young stated, the City of Aurora owns and operates approximately 85,000 potable water meters, and converted to an Automated Meter Reading (AMR) system in 1995. In 2004, due to the approximate ten year battery life, and an American Water Works Association meter replacement recommendation of 10-15 years, the City conducted an in-depth study to determine the next generation of AMR. The system was replaced with the Orion AMR system beginning in 2005, and all meters were converted to Orion by the end of 2011. The next meter replacement program is scheduled to begin in 2019, due to the battery life expectancy. Aurora Water recently worked with CH2M on a benefit/cost evaluation for the third generation of metering infrastructure. The benefit/cost evaluation included comparison of a replacement AMR system to an Advanced Metering Infrastructure (AMI) which relies on a cellular or fixed network for data transmission in lieu of drive by data collection. Aurora Water has decided to move forward with an AMI vendor proposal, and will use the information and costs within the proposals to further refine the decision to move forward with AMI as the next generation of meter replacement.

Council Member Bergan asked, the operation and maintenance costs on the cellular of \$550,000/year, is that a third party? S. Young replied, yes. Council Member Bergan asked, is there room for negotiating? S. Young replied, yes. Council Member LeGare asked where the \$400,000/year benefit, under AMI, would be coming from. Is it from full time employees (FTE)'s that would be phased out and/or moved to other areas? S. Young replied, the majority of that is from employee time savings, and some of that benefit is seen from revenue that is captured based on being able to recognize data immediately versus waiting a month. The majority of the FTE savings comes from the billing department and having to send staff out in the field for things that can be done remotely. Council Member LeGare asked, would a customer have the ability to set up an account and get a ping on their cell phone if water is running for hours. S. Young replied, yes. D. Mikesell added, all of the vendors have a customer portal once it's deployed they have the ability to connect to that customer portal. They can watch their water usage.

Outcome: Informational only.

Follow-Up Action: Informational only.

6. MISCELLANEOUS MATTERS FOR CONSIDERATION

Summary of Issue and Discussion: Council Member Roth stated, the 25th Annual Youth Water Festival will be held on May 17, 2018, at the Community College of Aurora, and the Water Tour is scheduled for August 29 and 30, 2018.

Outcome: Informational only.

Follow-Up Action: Informational only.

4. DELIVERY OF REUSABLE RAW WATER FLEXIBLE LEASE INTERGOVERNMENTAL AGREEMENT (IGA)

Summary of Issue and Discussion: D. Jewell stated, this IGA provides reusable raw water to the Central Colorado Water Conservancy District, the Groundwater Management Subdistrict of the Central Colorado Water Conservancy District, and the Well Augmentation Subdistrict of the Central Colorado Water Conservancy District only when, and to the extent, Aurora has such water available, not to exceed fifteen (15) cubic feet per second and one thousand (1,000) acre-feet per month. The term of the IGA extends through December 31, 2035, but can be terminated at any time and for any reason by either Aurora or Central with sixty (60) days' notice.

Council Member Bergan asked, how do we lose water? D. Jewell replied, depending on how much is used in the city there may be some water left that we are unable to put into storage and can use that water as a revenue source.

Outcome: The Committee recommends the Delivery of Reusable Raw Water Flexible Lease IGA, and forwarded to Study Session for consideration.

Follow-Up Action: The Committee supports the Delivery of Reusable Raw Water Flexible Lease IGA, and will forward to Study Session for consideration.

5. WATER METER REPLACEMENT UPDATE

Summary of Issue and Discussion: A. Dupree gave an overview of the Water Meter Replacement and negotiations have begun with Badger's AMI system. This is a cellular system which allows the meters to function like cell phones, eliminating the need for permanent infrastructure. Aurora Water anticipates a contract with Badger in January 2019, which will include a Proof of Concept and the first year of meter installations.

Council Member Bergan asked, will the trucks still drive by to read meters? M. Brown replied, the trucks will still be used during the transition to the new meters. Council Member Watson asked about the battery life. A. DuPree replied, they are coming out with a new endpoint that will extend the battery life. M. Brown added, the customer will be able to get more information from the meter. D. Mikesell added, the customer will be able to set up notifications in the customer portal.

Outcome: Informational only.

Follow-Up Action: Informational only.

6. MISCELLANEOUS MATTERS FOR CONSIDERATION

Summary of Issue and Discussion: None.

Water Policy Committee (WPC) Meeting
June 16, 2021

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

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

5. Advanced Meter Infrastructure Presentation

Summary of Issue and Discussion: M. Lertch gave a presentation on the history, current status and proven benefits of the Advanced Metering Infrastructure (AMI) system. Aurora Water customers, as well as the utility are already seeing the benefits of this system, identifying and resolving leaks within hours and reducing negative impacts to customers and property.

Council Member Murillo stated, I'm appreciative of the leak detection for water customers. Will staff members assigned to monitoring meters increase/decrease? M. Lertch replied, there were four meter readers and we have removed one position, currently staffed at three. We anticipate we may only need two meter readers eight (8) months from now. Council Member Murillo asked, of the four meter readers, will that be converted to one. M. Lertch replied, yes.

Council Member Coombs stated, residents would like to know when it's coming to their area. M. Lertch replied, it will be posted on Next Door. The roll out plan takes into consideration the current infrastructure shelf life, and the previous installation of the AMR system to ensure we get the best return for our equipment. All new properties have the AMI system installed.

Outcome: Informational only.

Follow-Up Action: Informational only.

6. Miscellaneous Matters for Consideration

Summary of Issue and Discussion: None.

Outcome: N/A

Follow-Up Action: N/A

9. Confirm Next Meeting

The next meeting is scheduled for July 14, 2021, 10:30 a.m. via WebEx.

John Wesolowski, Manager of Parks & Forestry, Parks, Recreation & Open Space, stated the Bridge House provided their own background checks and testing.

Council Member Bergan noted all applicants for City jobs were required to be background checked and drug tested and asked if the City required the same of these workers. Mr. Batchelor answered no, noting these were not City employees. He confirmed the City was contracting with Bridge House as a service provider. Council Member Bergan asked if the contract amount was separate than what was budgeted for labor for Parks.

Mr. Wesolowski answered no.

Motion by Bergan, second by Richardson, to approve item 9c.

Council Member Watson discussed his recent visit to the Bridge House and expressed his support of the work being done there and of their partnership with the City.

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

- d. Consideration to award AN OPENLY SOLICITED CONTRACT to Badger Meter, Inc./dba National Meter and Automation, Centennial, Colorado in the amount of \$4,141,330 for the new citywide Advanced Metering Infrastructure (AMI) System to include meters for replacement and anticipated growth. R-1893 STAFF SOURCE: Dan Mikesell, Deputy Director Water Operations/Environmental Program, Aurora Water
- e. Consideration to EXTEND AN OPENLY SOLICITED CONTRACT to Air Conditioning Associates Inc. (ACA), Englewood, CO in the not to exceed amount of \$229,300.00 to perform scheduled maintenance and on call repair services for HVAC systems in the Aurora Water facilities through December 31, 2019. (R1797) STAFF SOURCE: Steven Sciba, Manager of Water Operations and Maintenance, Aurora Water
- f. Consideration to AWARD A SINGLE SOURCE CONTRACT to EnvisionWare Inc., Duluth, Georgia in the amount of \$127,386.25 to provide an Automated Library Materials Sorting System for Aurora Central Library. STAFF SOURCE: Patti Bateman, Director, Library & Cultural Services
- g. Consideration to AWARD CHANGE ORDER No. 2 to a competitively bid contract with Musco Sports Lighting, LLC, Oskaloosa, Iowa in the amount of \$71,654.00 for the Olympic Park Lights Project, Project Number 5656A. STAFF SOURCE: Tracy Young, PROS Planning, Design & Construction, Parks, Recreation, and Open Space

Motion by Bergan, second by Watson, to approve Items 9d – 9g.

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

Final Ordinances

- ♦ h. **2018-67**
Consideration of AN ORDINANCE FOR ADOPTION of the City Council of the City of Aurora, Colorado, amending Chapter 102 of the City Code of the City of Aurora, Colorado, relating to the General Employees' Retirement Plan. STAFF SOURCE: Terri Velasquez, Director, Finance

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

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

Council Member Bergan noted there was a \$15k City grant from the City's Aurora Economic Resilience Program (AER) and asked if that was one of the non-profit grants. Mr. Venegas answered affirmatively. Council Member Bergan noted there was a mention of a \$29k grant for the Paycheck Protection Program (PPP) loan and asked staff about the source.

Karlyn Shorb, Chief Executive Officer, Aurora Sister Cities, stated that was a loan from the CARES Act program through the Small Business Administration (SBA). She clarified that was not a grant from the City but rather a loan that Sister Cities applied for through their bank.

Council Member Bergan noted Sister Cities planned to convert the loan to a grant and asked how that would be accomplished. Ms. Shorb explained the process. Council Member Bergan asked if itemizing the City's 'in kind' contributions were a part of the process. Ms. Shorb answered no. Council Member Bergan acknowledged Sister Cities did very good work.

Mayor Pro Tem Johnston asked Ms. Shorb if there was anything she would like to address.

Ms. Shorb discussed Sister Cities' forward movement and how they have diversified in the attempt to meet their goal to reduce their reliance on City funds.

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

Voting Nay: Bergan, Berzins

b. Consideration to AWARD A SOLE SOURCE CONTRACT to Motorola Inc., Westminster, CO in the amount of \$714,282.30 to provide annual support for the P25 Trunked Radio System used by Public Safety and Public Works personnel through December 2021.

Presenter: Scott Newman, Chief Information Officer

Attorney: Dave Lathers Senior Assistant City Attorney

c. Consideration to award 2nd year purchase order with Badger Meter, Inc., Centennial, Colorado in the amount of \$5,721,254.00 for the citywide Advanced Metering Infrastructure (AMI) System to include meters for replacement and anticipated growth.

Presenter: Marena Lertch, Manager of Water Service Operations

Attorney: Dave Lathers, Senior Assistant City Attorney

Motion by Gruber, second by Coombs, to approve items 9b – 9c.

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

d. Consideration to AUTHORIZE the Risk Manager to purchase the City of Aurora's commercial insurance policies and surety bond due on January 1, 2021, paid through the insurance broker, IMA, Inc. in an amount not-to-exceed \$2,700,000.00.

♦ *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.*

Meter Reading System Update

Water Policy Committee

Marena Lertch

June 16, 2021



Agenda

- History
- Out with the Old (AMR Meter Status)
- In with the New (AMI Meter Status)/Staffing Updates
- Installation Plan 2021
- Bumps in the Road
- Success Stories
- Questions



Previous Meter Replacements

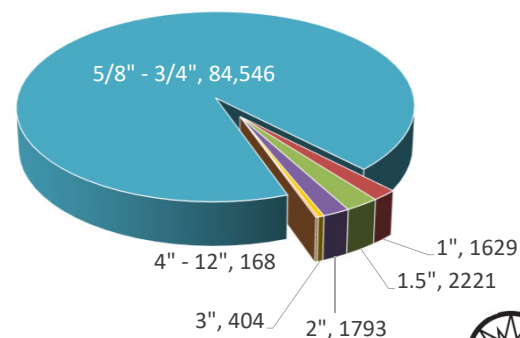
- Prior to 1995, meters were manually read
- In 1995, installed the Automatic Meter Reading (AMR) meters
 - Largest utility west of the Mississippi to commit to an AMR program
 - Drive by system
 - Reduced number of meter readers
 - Reduced number of workman's comp injuries
 - Improved meter reading accuracy
 - One meter read per month
- In 2005 began installing the 2nd generation of AMR meters.
- By 2011 all of the City's large meters were converted to AMR



Current Meter System

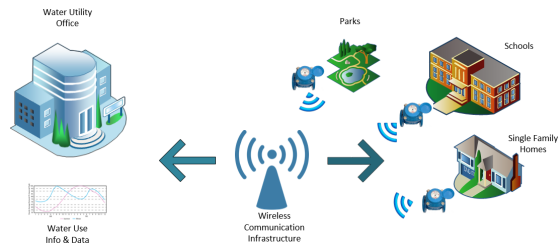
- Currently have over 90,762 meters
- 98.5% are potable meters
- Sizes range from 5/8" to 12" in diameter with 1 20"
- AMR Meters - Drive by system
- Proactive replacement to avoid mass failure of meters that are 14 years and older.

Number of Meters by Size

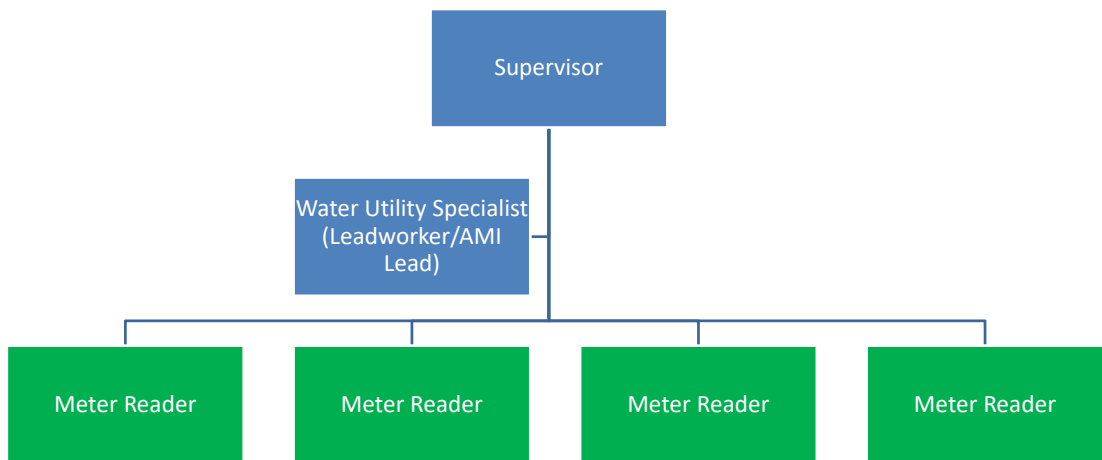


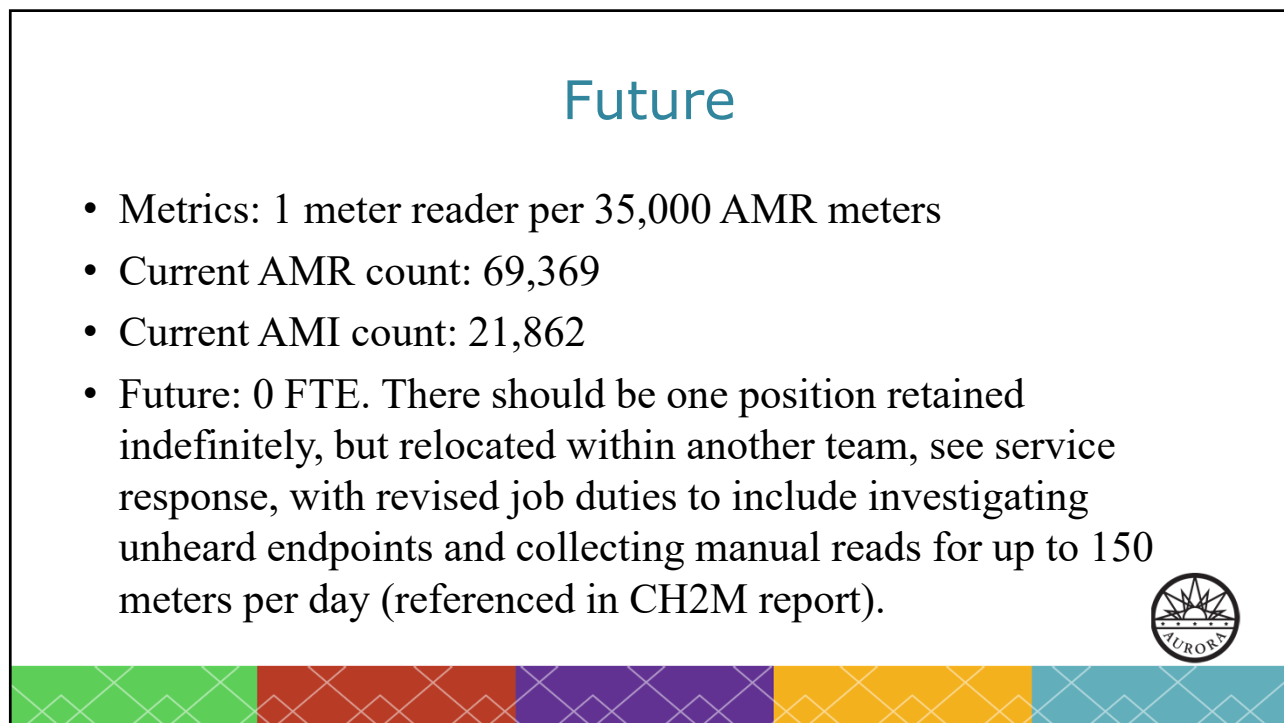
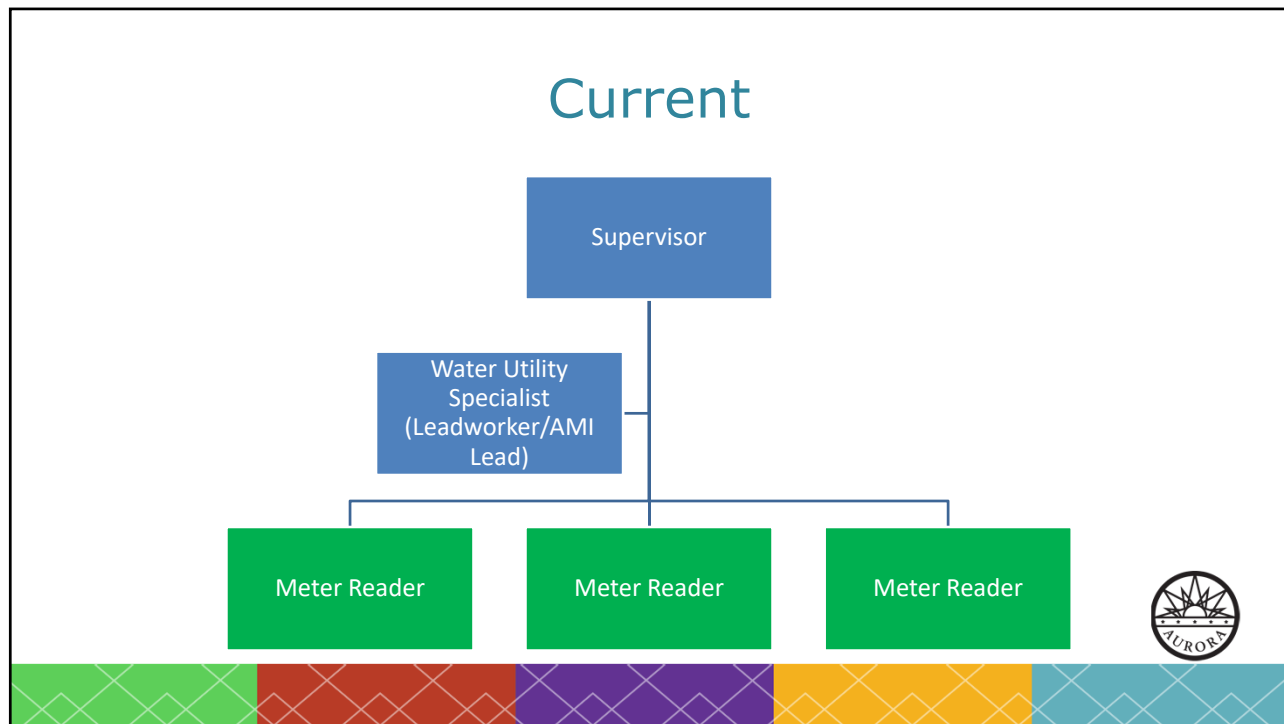
Badger AMI Meters Approved

- In 2016 conducted a Meter Replacement Study to select the next generation of meters
- Advanced Meter Infrastructure (AMI) Meters chosen
 - Meters are automatically read without the need of a truck
 - The meter reads are incremental ~ every 15 minutes
 - Benefits:
 - Leak detection
 - Tamper/Theft detection
 - On demand reads
 - Smart City applications



History





Meter Overview

- Meter Components
 - Meter Body (gold)
 - Water passes through a rotating disk
 - Register (black)
 - Tracks the water use
 - Endpoint (gray)
 - Automatically transmits the water use to a collection system.
 - Battery operated



COA Installations

- AMR
 - Over 69,000 remain
- Manual Reads
 - 28 meters
- AMI
 - Over 21,000 installed
 - Maximum per month is 2,400
 - Maximum per year is 28,800
 - Project set to complete in 48 months (2024)



2021 Installation Plan

• Remainder 2021

- E Colfax Ave to I70, Peoria to Picadilly
- E Colfax Ave to E 6th Ave, N Chambers Rd to N Airport Blvd
- Housing on Buckley SFB
- E Mississippi Ave to E Mexico Ave, S Buckley Rd to S Tower Rd.

• Early 2022

- E Hampden Ave to E Smoky Hill Rd, S Buckley Rd. to S Chambers Rd.



Bumps in the Road

- Infrastructure nuances (hoods, varied lid styles, Clark yokes and asset identification)
- Badger staffing
- Meter lid (Nicor to DFW)
- COVID impacts—increased costs and supply shortage
- Chip inventory due to possible shortage (endpoint)



Success Stories

- Gaylord Engineers using Eye On Water
- Proactively finding leaks before they cost \$\$
- Conservation proactive approach to commercial properties
- Internal PROs (Aurora Reservoir)
- Eye on Water



February Deep Freeze

Current_Leak_Rate/gallons/hour	Current_Leak_Start_Date	Location_Building_Type
948.4	2/20/2021 0:00	RESIDENTIAL
846.8	2/16/2021 23:44	RESIDENTIAL
827.2	2/14/2021 8:00	RESIDENTIAL
658.36	2/15/2021 18:44	RESIDENTIAL
543.6	2/16/2021 13:44	RESIDENTIAL
524.4	2/15/2021 19:00	RESIDENTIAL
522.4	2/16/2021 18:00	RESIDENTIAL
347.6	2/21/2021 8:00	RESIDENTIAL
310	2/20/2021 13:00	RESIDENTIAL
303.6	2/17/2021 4:14	RESIDENTIAL
220	2/23/2021 17:44	RESIDENTIAL
176.8	2/13/2021 18:14	RESIDENTIAL
150.4	2/18/2021 3:44	RESIDENTIAL
141.6	2/16/2021 21:44	RESIDENTIAL
132	2/21/2021 0:29	RESIDENTIAL
124.08	2/20/2021 19:00	RESIDENTIAL
115.72	2/21/2021 16:44	RESIDENTIAL
66.4	2/23/2021 14:14	RESIDENTIAL
57.48	2/17/2021 4:29	RESIDENTIAL
46.4	2/16/2021 20:29	RESIDENTIAL
28.76	2/22/2021 17:29	RESIDENTIAL



Customer Kudos

*I just wanted to take a moment and thank you for this notification. I am the Property Manager for this property and as soon as we got your notification, we contacted the tenant. Turns out that the water heater had failed, and they had no clue. It is located in a garage closet with a drain, and they would not have realized there was an issue until they had no hot water. We jumped on it and got the water heater replaced right away. Thank you very much for this service.
DreamStead Properties, Inc.
303-910-2648*

Thank you for notifying us of the leak at 576 Oakland Court and for sending the link. I signed up for leak alert.

I was able to get signed up and I now have access to view the consumption rates. I do see what you mentioned regarding the continuous usage after turning the irrigation system back on - which should not be occurring. I've reached back out to the landscaping folks to hopefully address these issues completely.

Thank you very much! I had no idea this existed. I signed up and will be monitoring it.



QUESTIONS?





CITY OF AURORA

Council Agenda Commentary

Item Title: Six Month Funding Agreement Between The City Of Aurora, Colorado, And Aurora/Arapahoe Battered Women’s Shelter, Inc. DBA Gateway Battered Women’s Services
Item Initiator: Lana Dalton, LCSW- Homelessness Programs Manager
Staff Source/Legal Source: Lana Dalton, LCSW- Homelessness Programs Manager / Tim Joyce, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 1.0--Assure a safe community for people

COUNCIL MEETING DATES:

Study Session: 7/19/2021

Regular Meeting: 7/26/2021

Dual Listed

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

- Approve Item as proposed at Study Session Information Only
- Approve Item and Move Forward to Regular Meeting
- Approve Item as proposed at Regular Meeting
- Approve Item with Waiver of Reconsideration
Why is a waiver needed?[Click or tap here to enter text.](#)

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Housing, Neighborhood Services & Redevelopment

Policy Committee Date: 5/6/2021

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

- Recommends Approval Does Not Recommend Approval
- Forwarded Without Recommendation Recommendation Report Attached
- Minutes Attached Minutes Not Available

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

November 11, 2020- Notification was given to the Nexus and Victim Assistance programs. There was a substantial surcharge revenue shortfall the City of Aurora faced. With that shortfall, the City's Office of Budget and Financial Planning recognized this deficit early and began working diligently on a plan to handle the revenue shortfall in the Court Surcharge programs.

After further review from the City's Office of Budget and Financial Planning, we will be able to extend the AUMHC/Detox, Gateway Domestic Violence and SungateKids agreements for an additional 6 months through the surcharge revenue and they will be part of the new Public Safety Support Agency (PSSA) program. At this time, six-month award extensions totaling \$133,450 will be awarded in 2021.

The following is the status of the agency funding that was formally in the Nexus program, where awards totaling \$599,906 were made in 2020:

AUMHC/Outreach - \$70,980 (move to marijuana funds)
MHBHC/Comitis - \$262,025 (move to marijuana funds)
AUMHC/Detox - \$106,186
Gateway Domestic Violence - \$109,095
SungateKids - \$51,620

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

Please see above.

QUESTIONS FOR COUNCIL

Does the HORNS Committee approve this Six Month Funding Agreement Between The City Of Aurora, Colorado, And Aurora/Arapahoe Battered Women's Shelter, Inc. DBA Gateway Battered Women's Services?

LEGAL COMMENTS

Colorado Constitution, Article XIV, Section 18, Subsection 2(c) permits the City to contract with private persons, associations, or corporations for the provision of any legally authorized function, service, or facility within or without its boundaries. The City has all powers which are necessary, requisite, or proper for the government and administration of its local and municipal matters. (Charter art. 1-3). Council has the power to prevent and enforce good government, general welfare, order, and security of the City and its inhabitants. (Charter art. 3-9). Contracts of at least \$50,000.00 but less than \$2,000,000.00 shall be approved by City Council. (City Code § 2-672) (TJoyce)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: These funds support programs that have a nexus with the criminal justice system, behavioral health system and homelessness systems. The hope to is utilize these programs in lieu of a criminal justice response.

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A

2021 SIX MONTH FUNDING AGREEMENT
BETWEEN THE CITY OF AURORA, COLORADO, AND
AURORA/ARAPAHOE BATTERED WOMEN'S SHELTER, INC.
DBA GATEWAY BATTERED WOMEN'S SERVICES

This Agreement (the "Agreement") is made and entered into as of this 1 day of July 2021, by and between the City of Aurora, Colorado, (the "City") located at 15151 E. Alameda Parkway, Aurora, Colorado 80012, and Aurora/Arapahoe Battered Women's Shelter, Inc., dba Gateway Domestic Violence Services, a non-profit corporation of the State of Colorado (the "Service Provider"), located at 1001 S. Monaco Parkway, Suite 360, Denver, Colorado 80224. Individually referred to as a "Party," collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, on November 13, 2006, the City Council adopted City Resolution No. R2006-84 establishing a policy regarding the funding of community service agencies with a nexus to law enforcement (the "Law Enforcement Nexus Program" or "Program"); and

WHEREAS, under the Program, grants awarded from the revenues of the surcharge assessed pursuant to City Code Section 50-37(a) shall be reserved for those community service agencies that provide supplemental services to law enforcement; and

WHEREAS, in order to receive such funds, an agency must be able to demonstrate that: (i) the services it provides have a direct bearing on the functions of the City's law enforcement providers and their ability to provide for the safety of the public; and (ii) such services will enhance the ability of the City to provide efficient and effective law enforcement services to the community; and

WHEREAS, Service Provider has demonstrated to the satisfaction of the City that it has on-going relationships that support the City's law enforcement activities and is frequently involved in direct referrals or provision of services and, thus, is eligible for Law Enforcement Nexus Program funds (hereinafter referred to as "City Funds"); and

WHEREAS, the City finds and determines that it is in the best interests of its citizens to enter into this funding agreement with Service Provider.

AGREEMENT

NOW THEREFORE, the City and Service Provider hereby agree as follows:

1. Amount of City Funds. The City agrees to provide Service Provider, or successor in interest, with no more than \$54,547.50 in Law Enforcement NEXUS Program funds ("City Funds") for services contemplated by this Agreement.

2. Term of Agreement and Time Period for Use of City Funds. The term of this Agreement is for six months. The term will begin on July 1, 2021 and will end on December 31, 2021. The City Funds will be dispersed for services provided consistent with the provisions and intent of this Agreement in four equal payments of \$27,273.75 during the first weeks of August, and November 2021. Any City Funds not spent/disbursed by December 31, 2021 will remain in the possession of the City.

3. Use of City Funds. Service Provider agrees that these funds shall be used to fund and support the services described in its Service Plan, which plan is attached hereto as Exhibit A and incorporated into this Agreement by reference, and consistent with the provisions and intent of this Agreement..

4. Interest Earned on City Funds. Service Provider agrees to use any interest earned on City Funds only to provide services consistent with the provisions and intent of this Agreement.

5. Administration and Implementation. Service Provider shall be responsible for the direct supervision, administration, and implementation of its Service Plan. The City shall not be liable or responsible for any cost overruns or have any duty or obligation to provide any additional funding to Service Provider if its Service Plan cannot be implemented with the amount of funds awarded by the City to Service Provider.

6. Site Visits. Upon 24 hours written notice to Service Provider, Service Provider agrees to allow the City to make site visits during the term of this Agreement.

7. Acknowledgement of City by the Service Provider. Service Provider agrees to acknowledge the City as a contributor in all publications, news releases and other publicity issued by Service Provider related to Service Provider's Service Plan and agrees to allow the City to do the same. Service Provider shall cooperate with the City in preparing public information pieces.

8. Report Requirements. Service Provider agrees to provide the City with a quarterly and an annual summary report that shows how the goals of Service Provider were accomplished, which include:

- (i) Progress in providing advocacy services and emotional support to 1,600 domestic violence victims subpoenaed to the Aurora Municipal Court;
- (ii) Progress in providing translation services to 300 Spanish-speaking victims in the Court Advocacy Program;
- (iii) Progress in providing follow-up services to 75% of the victims;
- (iv) Progress in fielding 10,000 callers on the 24-hour Crisis Line requesting information, services, referrals, safety planning and other needs;
- (v) Progress in providing 8,000 nights of emergency shelter to City residents who are victims of domestic violence their children and their pets;
- (vi) Progress in providing 2,000 units of counseling free of charge to domestic violence victims and their children who reside in the City; and

- (vii) Progress in continuing to coordinate and participate in the Aurora Domestic Violence Task Force.

The quarterly summary reports will be due on the 15th day of the first month following each quarter. The annual summary report will be due on the 15th day of February of the following year.

Service Provider further agrees to submit to the City an annual letter on the 15th day of January of the following year certifying that the yearly disbursed City Funds have been used in accordance with the provisions and intent of this Agreement.

9. Record Keeping Requirements. Service Provider shall maintain a complete set of books and records documenting its use of the City Funds and its reporting requirements. The City, or any of its duly authorized representatives shall have reasonable access to any books, documents, papers, and records of Service Provider which are required by this Agreement and relevant to this Agreement for the purpose of making an audit or examination Service Provider's activities. Service Provider shall keep all books, documents, papers, and records which are pertinent to this Agreement for a minimum of three (3) years following its termination.

10. Termination of this Agreement.

a. Termination Due to Loss of Funding. The Parties hereto expressly recognize that Service Provider is to be paid, reimbursed, or otherwise compensated with City Funds provided by the City for the purpose of contracting for the services provided for consistent with the provisions and intent of this Agreement, therefore, Service Provider expressly understands and agrees that all its rights, demands and claims to compensation arising under this Agreement are contingent upon receipt of such funds from the City. Notwithstanding any other provision of this Agreement, the City's obligations under this Agreement are subject to annual appropriations by the City Council of the City. Any failure of a City Council to annually appropriate adequate monies to finance the City's obligation under this Agreement shall terminate this Agreement at such time as such then-existing appropriations are to be depleted. Notice shall be given promptly to Service Provider of any failure to appropriate such adequate monies. This Agreement does not guarantee to Service Provider any additional or future monies except as expressly authorized herein.

b. Termination for Cause. If, through any reason, Service Provider fails or refuses to:

- (i) Provide any and all of the services described in its Service Plan in a timely and proper manner;
- (ii) Use the City Funds in accordance with the terms and conditions of this Agreement and its Service Plan;
- (iii) Submit the reports as required by this Agreement;
- (iv) Submit the books and records as required by this Agreement; or
- (v) Perform any other of the material covenants, agreements, or conditions made by Service Provider herein; or
- (vi) Provide services in a manner that does not cause or permit disturbances or activities offensive to the senses of the average citizen or hinder the

health, safety, or welfare of the community.

Then Service Provider shall be in default under this Agreement and the City shall have the right to terminate this Agreement for cause, an event of default.

c. Event of Default. Service Provider shall be given written notice by the City's Homelessness Program Director, specifying the nature of the default and requesting Service Provider to correct the violation within thirty (30) days from the date of such notice (the "Cure Period"). In the event of a default by Service Provider the City, in its sole discretion, may cease making any payments of City Funds pursuant to this Agreement until such time the default specified in the written notice is remedied to the City's satisfaction.

Notwithstanding the above, Service Provider shall not be relieved of liability to the City for any damages sustained by the City by virtue of any default or breach of the Agreement by Service Provider, and the City may withhold any payments to the recipient for the purpose of setoff until such time as the exact amount of damages due the City from Service Provider is determined.

d. Termination for Convenience.

1. Change in City Policy. The City may terminate this Agreement at any time upon thirty (30) days' notice specifying the date thereof, provided Service Provider shall be compensated in accordance with this Agreement for all work performed up to the effective date of termination.

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

3. Service Provider shall be entitled to reasonable incurred costs for terminating its activities under this Agreement, including those of its subcontractors, if this Agreement is terminated for the City's convenience, provided however, in no event shall the City's total liability to Service Provider exceed the total amount of funds which have been appropriated for this Agreement.

e. Effect of Termination.

(i) Termination Costs. After receipt of written notification that this Agreement has been terminated under this section, Service Provider shall incur no further costs other than reasonable termination costs associated with current activities.

(ii) Ownership of Work Product. In the event of termination, all finished and unfinished program deliverables prepared by Service Provider pursuant to this Agreement shall become the sole property of the City, provided Service Provider is compensated in accordance with this Agreement for all work performed in accordance with this Agreement up to the effective date of termination. Service Provider shall not be liable with respect to the City's subsequent use of any incomplete work product, provided Service Provider has notified the City in writing of the incomplete status of such work product.

(iii) City's Right to Set-Off and other Remedies. Termination shall not relieve Service Provider from liability to the City for damages sustained as the result of Service Provider's breach of this Agreement; and the City may withhold funds otherwise due under this Agreement in lieu of such damages, until such time as the exact amount of damages, if any, has been determined.

(iv) If this Agreement terminated for cause as provided in this section and it is subsequently determined that the City's termination of this Agreement for cause was improper, then the termination for cause shall be considered to be a termination for convenience and the procedures in this section related to a termination for convenience shall apply.

11. Remedies. Should Service Provider fail, for any reason, to cure an Event of Default within the Cure Period, the City shall have the right to terminate this Agreement forthwith and demand reimbursement from Service Provider of: (i) all City Funds advanced under this Agreement that were expended by Service Provider in violation of this Agreement, which amount shall be determined on a pro-rata basis as of the date upon which such Event of Default is deemed to have first occurred; and (ii) any City Funds remaining unexpended and in the possession of Service Provider as of the date of such termination. In addition, Service Provider shall be ineligible for any future City Funds unless and until such time as it is able to demonstrate to the satisfaction of the City that it has in place the personnel, facilities, and financial support necessary to provide the services as required by the City. The rights and remedies of the City as set forth in this Agreement shall not be exclusive and are in addition to any other rights or remedies provided by law.

12. Care of Personal identifying information:

a. Definitions:

"Covered entity" means a person that receives, maintains, owns, or licenses personal identifying information in the course of the person's business, vocation, or occupation; but not a third-party service provider (an entity that has been contracted to maintain, store, or process personal identifying information on behalf of a covered entity).

"Personal identifying information" ("PII") means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data (unique biometric data generated from measurements or analysis of human body characteristics for the purpose of authenticating the individual when he or she access an online account); an employer, student, or military identification number; or a financial transaction device (any instrument or device whether known as a credit card, banking card, debit card, electronic fund transfer card, or guaranteed check card, or account number representing a financial account or affecting the financial interest, standing or obligation of or to the account holder, that can be used to obtain cash, goods, property, or services or to make financial payments, but shall not include a "check, a "negotiable order of withdrawal", and a "share draft".)

b. Reasonable security practices. If Service Provider and any third-party used by Service Provider receives PII under this Agreement Service Provider and any third-party is required to implement and maintain reasonable security practices to protect PII from unauthorized access, use, modification, disclosure or destruction. Reasonable security practices shall include, but is not limited to, including, without limitation, 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. Subrecipient 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.

c. Disposal of personal identifying information. Service Provider and any third-party used by Service Provider are required to destroy or arrange to be destroyed all paper or electronic documents containing PII when that document is no longer necessary for Service Provider to provide services consistent with this Agreement.

d. Disclosure of a security breach. Security Breach means the unauthorized acquisition of unencrypted computerized data that compromises the security, confidentiality, of integrity of PII maintained by Service Provider and any third-party used by Service Provider. When Service Provider and any third-party becomes aware that a security breach may have occurred Service Provider and third-party must follow the procedures in Colorado Revised Statutes (C.R.S.) § 6-1-716, as amended, and conduct in good faith a prompt investigation to determine the likelihood that personal information has been or may be misused. If the investigation determines there has been or likely was a security breach Service Provider shall also notify the Homelessness Program Director of the security breach.

e. Service Provider is solely responsible for any foreseeable consequences of a security breach and shall indemnify, defend, and hold harmless the City for any and all security breaches and the consequences of the security breach.

13. Changes to the Service Provider’s Service Plan. Service Provider agrees and understands that its Service Plan, once it has been approved by the City, may not be changed without the City’s prior written approval. Any such changes shall be requested in writing and may not take effect until an amendment to this Agreement has been approved by the City.

14. Undocumented Workers.

a. Unlawful Employees, Contractors and Subcontractors. Service Provider shall not knowingly employ or contract with individuals not legally authorized to perform work in the United States or workers lacking the documentation required by Section 8-17.5-102, C.R.S. to perform services under this Agreement. Service Provider shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with workers lacking the documentation required by Section 8-17.5-102, C.R.S. to perform services under this Agreement and (b) fails to certify to Service Provider that the subcontractor will not knowingly employ or contract with such person to perform services under this Agreement.

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

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

d. Duties of the Service Provider. If Service Provider obtains actual knowledge that a subcontractor performing services under this Agreement knowingly employs or contracts with workers lacking the documentation required by Section 8-17.5-102, C.R.S., Service Provider shall be required to:

- (i) Notify the subcontractor and the City within three days that Service Provider has actual knowledge that the subcontractor is employing or contracting with an insufficiently documented worker; and
- (ii) Terminate the subcontract with the subcontractor if, within three days of receiving the notice the subcontractor does not stop employing or contracting with the insufficiently documented worker; except that Service Provider shall not terminate the contract with the subcontractor if the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with such individual.

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

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

15. No Waiver of Rights. A waiver by either Party to this Agreement 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 either Party.

16. Assignment. The qualifications of Service Provider are of particular importance to the City. It is because of those qualifications that the City has entered into this Agreement with Service Provider. Accordingly, Service Provider understands and agrees that this Agreement is not assignable by Service Provider or transferable by operation of law or otherwise without the prior written approval of the City.

17. Relationship of the Parties. Service Provider 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 City.

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 Service Provider.

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

20. Amendments in Writing. Either Party is authorized to propose amendments to this Agreement. No amendment or modification shall be made to this Agreement unless it is in writing, agreed to by both Parties, and signed by both Parties

21. Indemnification. Service Provider agrees and understands that they are to maintain and keep in force the appropriate insurance policies for the services provided throughout the term of this Agreement. Service Provider shall be responsible for any injury to persons or damage to property arising from negligent or otherwise wrongful acts, errors and omissions of Service Provider, its agents and employees in providing any goods and services contemplated by this Agreement. Service Provider shall indemnify, defend and hold harmless the City, its elected and appointed officials, employees, agents and representatives from and against all claims, damages, liabilities, losses, and expenses, direct, indirect or consequential arising out of or resulting from the services contemplated in the Agreement.

22. Nondiscrimination. Service Provider shall not discriminate against any individual, employee, applicant for employment, or in its provision of services, on the basis of race, color, national origin, ancestry, age, sex (gender), sexual orientation, religion, creed, or physical or mental disability.

23. Notices. Notices, as referred to in this Agreement, shall be sent to:

City: City of Aurora, Colorado
Attn: Homelessness Program Director
15151 East Alameda Parkway
Aurora, Colorado 80012

With a copy to: Office of the City Attorney
15151 East Alameda Parkway
Aurora, Colorado 80012

Service Provider: Aurora/Arapahoe Battered Women's Shelter, Inc.
P.O. Box 914
Aurora, Colorado 80040
Attn: Linda James

24. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.

25. Extent of Agreement. This Agreement constitutes the entire agreement of the Parties hereto. This Agreement supersedes any former Agreement. The Parties agree that there have been no representations made regarding the subject matter hereof other than those, if any, contained herein, that this Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration of one another.

26. Attorney Fees. If litigation is commenced by either Party concerning this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and costs from the other Party.

27. 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.

28. 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.

29. 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.

30. Signatures. The signatories to this Agreement represent that they are fully authorized to execute this Agreement and bind their respective entities.

(Remainder of Page Intentionally Left Blank)

RESOLUTION NO. R2021-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO,
EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT FOR FUNDING
GATEWAY DOMESTIC VIOLENCE SERVICES
DBA AURORA/ARAPAHOE BATTERED WOMEN'S SHELTER, INC.
WITH LAW ENFORCEMENT NEXUS PROGRAM FUNDS
FOR A SIX-MONTH CONTRACT PERIOD
BETWEEN JULY 1, 2021 TO DECEMBER 31, 2021

WHEREAS, on November 13, 2006, the City Council adopted City Resolution No. R2006-84 establishing a policy regarding funding community service agencies with a nexus to law enforcement, the "Law Enforcement Nexus Program" ("NEXUS"); and

WHEREAS, under the Program grants awarded from the revenues of the surcharges assessed pursuant to City Code section 50-37(a) shall be reserved for those community service agencies that provide supplemental services to law enforcement; and

WHEREAS, in order to receive such funds, an agency must be able to demonstrate that: (i) the services it provides have a direct bearing on the functions of the City's law enforcement providers and their ability to provide for the safety of the public; and (ii) such services will enhance the ability of the City to provide efficient and effective law enforcement services to the community; and

WHEREAS, Gateway Domestic Violence Services has demonstrated to the satisfaction of the City that it has on-going relationships that support the City's law enforcement activities and is frequently involved in direct referrals or provision of services and, thus, is eligible for NEXUS funds; and

WHEREAS, the City finds and determines that it is in the best interests of its citizens to enter into this six-month funding agreement with Gateway Domestic Violence Services in the amount of \$54,547.50 due to the limited amount of NEXUS funds.

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

Section 1. The Aurora City Council resolves to approve the six-month NEXUS funding for Gateway Domestic Violence Service's, dba Aurora/Arapahoe Battered Women's Shelter, Inc., Motel/Hotel Voucher Program from the City's Emergency Services with Law Enforcement Nexus Funds in the amount of \$54,547.50.

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

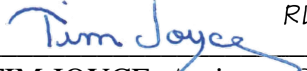
RESOLVED AND PASSED this ____ day of _____, 2021.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

 RLA

TIM JOYCE, Assistant City Attorney