



NOTICE OF COUNCIL MEETING

STUDY SESSION
TELECONFERENCE (Open to the Public)
Monday, July 8, 2024
5:15 p.m.

TELECONFERENCE/ELECTRONIC PARTICIPATION PROCEDURES

Members of the Aurora City Council will participate in the July 8, 2024 Study Session. Members of the public and media may participate remotely through the options listed below:

View or listen live to the Study Session

Live streamed in the Paul Tauer Aurora City Council Chamber
and at www.AuroraTV.org and Youtube.com/TheAuroraChannel
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 8, 2024 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 8, 2024

5:15 p.m.

Aurora Room

15151 E. Alameda Parkway

Aurora, CO 80012

Pages

1. ITEMS FROM THE MAYOR

1.a Mayor's Update

1.b Issue Update

2. CONSENT CALENDAR

2.a Consideration to Appoint One (1) Member to the Veterans Affairs Commission 4

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

2.b Cottonwood Creek Metropolitan District Nos. 2-5 Board Appointment Request (Resolution) 20

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

2.c Powhaton Road Metropolitan District No. 6 Board Appointment Request (Resolution) 28

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

2.d Powhaton Road Metropolitan District Nos. 8, 10 and 11 Board Appointment Request (Resolution) 36

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

2.e	Sagebrush Farm Metropolitan District No. 1 Second Amended and Restated Service Plan (Ordinance)	44
	Cesarina Dancy, Interim Manager, Office of Development Assistance / Brian Rulla, Assistant City Attorney	
2.f	Front Range Airpark Metropolitan District Nos 1-5 Service Plan Approval (Resolution)	97
	Michael Kerrigan, Special District Administrator, Office of Development Assistance / Brian Rulla, Assistant City Attorney	
2.g	Metro, Denver Water and Aurora Water Regional Water Reuse Feasibility Study (Resolution)	171
	Sarah Young, Assistant General Manager of Planning & Engineering, Aurora Water / Ian Best, Assistant City Attorney	
2.h	Careers in Construction Colorado Agreement	211
	Sponsor: Françoise Bergan, Council Member	
	Laura Perry, Deputy City Manager / Michelle Gardner, Senior Assistant City Attorney	
2.i	CLG Grant Award Acceptance (Resolution)	225
	Chris Geddes, Historic Preservation Specialist, Library and Cultural Services / Tim Joyce, Assistant City Attorney	
2.j	Dove Valley Field Scheduling Services (Resolution)	239
	Waiver of reconsideration is requested as the City of Aurora Recreation staff are prepared to provide field scheduling services on behalf of Arapahoe County at Dove Valley sports field complex effective August 1st.	
	Brooke Bell, Director of Parks, Recreation, and Open Space / Tim Joyce, Assistant City Attorney	
2.k	Intergovernmental Agreement (IGA) Between City of Aurora - Court Administration and Colorado Department of Labor and Employment - Unemployment Insurance Division (Resolution)	256
	Candace Atkinson, Court Administrator & Detention Director, Aurora Municipal Court / Angela Garcia, Senior Assistant City Attorney	

3. ITEMS FROM THE POLICY COMMITTEES

- 3.a Amendment of Aurora Code Sec 50-255 Regarding Conditions of Probation (Ordinance) 296**
- Shawn Day, Presiding Judge, Aurora Municipal Court / Angela Garcia, Senior Assistant City Attorney
- Estimated time: 5 mins
- 4. ITEMS FROM THE COUNCIL APPOINTEES**
- 4.a Court Administration Updates 302**
- Candace Atkinson, Court Administrator and Detention Director, Aurora Municipal Court / Angela Garcia, Senior Assistant City Attorney
- Estimated time: 20 mins
- 5. ITEMS FROM THE CITY COUNCIL**
- 5.a Amending Aurora City Code Section 94 154 to Opt Out of Certain Firearm Possession Prohibitions in Senate Bill 24 131 (Ordinance) 322**
- Sponsor: Curtis Gardner, Council Member
- Jason Batchelor, City Manager / Andrea Wood, Assistant City Attorney
- Estimated time: 15 mins
- 6. CALL-UPS OF COUNCIL POLICY COMMITTEE ITEMS**
- 7. MISCELLANEOUS ITEMS**
- 7.a Multipurpose Entertainment Venue Feasibility Study Update 328**
- Sponsor: Curtis Gardner, Council Member
- Laura Perry, Deputy City Manager / Rachel Allen, Client Group Manager, City Attorney
- Outside speaker: Ryan Johnson, Johnson Consulting and Mark De La Torre, MIG
- Estimated time: 20 mins
- 8. ITEMS REMOVED FROM THE AGENDA, IF ANY**



CITY OF AURORA

Council Agenda Commentary

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

COUNCIL MEETING DATES:

Study Session: 7/8/2024

Regular Meeting: 7/22/2024

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

Item requires a Public Hearing: Yes No

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

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

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

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

- Approve Item and Move Forward to Study Session Approve Item as Proposed at Study Session
- Approve Item and Move Forward to Regular Meeting Approve Item as Proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

Recommends Approval

Does Not Recommend Approval

Forwarded Without Recommendation

Minutes Not Available

Minutes Attached

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

The Veterans Affairs Commission advises city council as to the concerns of Veterans relating to transportation, housing, employment and other areas affecting veterans in the city, make recommendations to these issues and concerns, serve as a source of information regarding resources and services available to veterans, and exercise other powers and duties as may be assigned by the city council.

The Veterans Affairs Commission consists of twelve (12) members appointed by the Aurora City Council. The term length is three (3) years and members may serve up to three (3) consecutive terms. All eligible applications received within the last year are forwarded to the Board to be considered for interviews.

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

The Veterans Affairs Commission has one (1) vacancy. The Commission received one (1) application and the interview was conducted on May 30, 2024.

The applicant was:
Annette Johnson

Upon conducting interviews, the Veterans Affairs Commission respectfully recommends the appointment of the following candidate:

Annette Johnson – 1st term beginning 07/01/2023 and ending on 06/30/2026

FISCAL IMPACT

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

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

REVENUE IMPACT

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

N/A

BUDGETED EXPENDITURE IMPACT

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does Council support the appointment of Annette Johnson to the Veterans Affairs Commission?

LEGAL COMMENTS

All boards and commissions shall be appointed by City Council. (City Charter, art III, sec. 3-11 and art. IX, sec. 9-1) **The veterans’ affairs commission shall consist of eleven voting members** and one non-voting alternate member, who shall be registered electors and shall be on active duty or honorably discharged from the United States Army, Navy, Marine Corps, Air Force or Coast Guard. (Aurora, Colo. Code § 2-851). This commission shall advise Council as to the concerns of veterans relating to transportation, housing, employment and other areas affecting veterans in the City, make recommendations to the Council of solutions to these issues and concerns, and may serve as a source of information regarding sources and services available to veterans. (Aurora, Colo. Code § 2-855). (TJoyce)



MEMORANDUM

TO: Mayor Coffman and Members of City Council
FROM: Ralph Charlip, Chairperson, Aurora Veterans Affairs Commission
THROUGH: Marcus Bond, City Clerk Analyst
DATE: June 13, 2024
SUBJECT: New Appointment to the Veterans Affairs Commission

Board or Commission: Veterans Affairs Commission

Number of Vacancies: 1

Interview Information

Date of Interview: May 30, 2024

Name of Applicant: Dr Annette Johnson

Applicant Interviewed: Dr Annette Johnson

Recommendations:

Approve Dr Johnson for a three year term starting July 1, 2023 and ending June 30, 2026

Suggested Appointment: Yes

Summary: The Veterans Affairs Commission unanimously supports Dr Annette Johnson for appointment as a commissioner. To assess her qualifications, I checked her social media accounts (Facebook and LinkedIn), spoke with three references and three commissioners interviewed Dr Johnson for approximately 60 minutes during which she was asked about her experience, values and desire to serve as a commissioner. She demonstrated strong values regarding honesty, integrity and accountability and is committed to veteran issues. She demonstrated the ability to deal with conflict, speak to the public and have the time to be engaged with the commission. Her reference checks were all positive and supported the information she shared during his interview. We look forward to working with her in the future.

Veterans Affairs Commission

Applicant Package - At Large

Veterans Affairs Commission - At Large

Term 01 Jul 2023 - 30 Jun 2026

Positions Available 3

Number of applicants in this package 1

- Johnson, Annette

Received: 5/13/2024

Ward II Resident & Registered Voter

Arapahoe County

Vetted on 5/16/2024

Marcus Bond

Name: Johnson, Annette

Address: [REDACTED]

Email: [REDACTED]

Board Name: [REDACTED]

Date of Birth:

[REDACTED]

Home Phone Number:

[REDACTED]

Work Phone Number:

[REDACTED]

How long have you lived in Aurora?:

since 1998

Are you registered to vote? :

Yes

Years of Education Completed:

27

Degree(s) Received:

Ph.D, 2 Masters, 2 Bachelors, AA, Ordained Minister, Board Certified Pastoral Counselor, Multiple certification

College(s) Attended:

Regis University, University of Las Vegas, University of Sedona/Metaphysics, Arizona

Employer Name:

Disabled Veteran

Employer Address:

[REDACTED]

Current Position:

CEO/Volunteer

Years with Current Employer:

26

Work Experience:

see CV & Bio

Certification(s):

See CV & Bio

How are you involved in your community?:

volunteer at Arapahoe County Veteran Service Office, I am a Post and District 6 Veteran Service Officer, I am a grant writer for my nonprofit as well as the Veterans Overseas Deployment organization, The Mission Continues and enrolled in the Women's Veteran Leadership program

List your interests and activities.:

Veterans' services and making sure their needs are met.

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

Yes

If yes, enter the board name and position:

CEO & Founder of GIVE Inc., Fisher House Foundation Board Member, Veterans Overseas Deployment Board Member

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

No

Why do you desire this appointment?:

I have the time to help veterans with their concerns and to ensure their needs are being met. It is important to listen to our veterans and pass information along to those who can make a difference.

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

As much as is needed

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

No

If yes, please explain:

N/A

Reference 1: Full Name, Phone Number and Address:

Dwayne Davis [REDACTED]

Reference 2: Full Name, Phone Number and Address:

Amy Demenge, [REDACTED]

Reference 3: Full Name, Phone Number and Address:

Terri L. Clinton, [REDACTED]

How did you hear about us?:

Word of Mouth

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

Annette M. Johnson

Time of Submission: 05/13/24 12:29:40 AM

Attachments

- AJ Bio.pdf
- AJ DD 214.pdf
- Original shortened AJ CV 5-12-24.pdf

Dr. Annette Johnson served in the United States Air Force in the Transportation Division. Her service included Protocol duties driving Heads of State. When not engaged in these activities, she enjoyed driving 10 Tow Trucks and tractor-trailers in Alaska. Annette lives in Aurora and is a mother and grandmother. She has volunteered her whole life as a veteran advocate while serving her community.

While in the United States Air Force, she worked in vehicle operations and protocol; her specialty was 60350. The assignment of a protocol driver is a privilege, which includes being a driver on two Presidential details, First Ladies, CIA, Secret Service, all Heads of State, and many other dignitaries as assigned. When the protocol assignment was complete, she resumed her regular duties driving 10-ton tow trucks and tractor-trailers until a life-changing injury required a medical discharge.

As a disabled Veteran, Dr. Johnson has devoted her life to assisting veterans. Her 32-year U.S. Marine Corps father instilled in her many principles and values, which she continues to live by. Always giving back, Dr. Johnson is the CEO & Founder of her nonprofit organization, GIVES Inc. She has been dedicated to improving the lives of veterans, socio-economically disadvantaged, disabled individuals, and other nonprofit organizations for over 25 years. A hobby that turned into a nonprofit providing computers to the community to ensure all children have an equal educational opportunity.

In the mid-2000s, Gives Inc. further evolved into a refurbishing and recycling organization while working with Environmental Protection, participating in eliminating electronic dumping overseas through collaboration with the Basil Action Network, regulating global waste, and defining responsible recycling. GIVES Inc. was the first electronic recycler in the state of Colorado to conduct quarterly electronic recycling events, have a clean room for electronic recycling and disposal, developed the first toxicity report identifying the materials of computer equipment leaching toxic chemicals into landfills – identifying the importance of protecting the air, ground, and water tables from toxic materials, which led to laws being implemented for the proper disposal and recycling of electronic waste.

Additionally, Dr. Johnson is a member of multiple nonprofit veteran service organizations; currently, she has been a life member of the DAV and VFW for over 35 years, a life member in The American Legion for 12 years, where she has served in multiple officer positions, and she is a Past Department Commander for the state of Colorado. She sits on the Board of Directors for the Fisher House Foundation, is the Grant Writer and Program Director for the Veterans Overseas Deployment, and volunteers at the Arapahoe County Veteran Service Office. In 2021, she became certified as a New Service Officer after completing her training with The American Legion, where she became Post 1 and District 6 Service Officer. While not accredited, her duties involve assisting veterans in receiving the proper forms to file their claims for service connection. She is working towards attaining her acceptance into an accreditation Veteran Service Officer program. Dr. Johnson is honored to serve as the Colorado Ambassador for the prestigious Military Women's Memorial.

Dr. Johnson's academic journey led her to pursue higher education at institutions such as Regis University in Denver, the University of Las Vegas, Nevada, and the University of Sedona/Metaphysics, Arizona, culminating in a Ph.D. and master's in psychology, Communication, and Leadership. She is also an ordained minister and is board-certified as a pastoral psychologist and a certified gatekeeper. Dr. Johnson has multiple certifications in post-traumatic stress disorder, suicide prevention, mental health, and traumatic brain injuries and participates as a metaphysical practitioner, holistic healing facilitator, seminar coordinator, and coach. She has completed Parliamentarian training from the University of Wisconsin and will be working on becoming a registered Parliamentarian in the fall. Her intellectual prowess is matched by her active involvement in the community, and she is currently collaborating with the VA on creating a Suicide Prevention & Mental Health training program for the CO-Air National Guard and Veterans and became certified as a Soldiers-to-Sidelines Coach while participating in The Mission Continues, Women's Veteran Leadership Program.

Dr. Johnson created an intra- and interpersonal communication workbook that teaches individuals how to recognize personality tendencies and self-images, how development evolves, and how this affects one's behavior and personality. She also created a copyrighted and unpublished escalation and de-escalation cycle workbook and a workbook for understanding communication. She has also engaged in multiple public speaking engagements for motivational training, stress management, stress de-escalation in the workplace, and increasing productivity.

Dr. Johnson's spare time includes promoting Americanism programs such as Tomb of the Unknown Soldier, Oratorical, Scouting, and researching scholarship programs for young adults.

DD FORM 1 JUL 79 214

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE.

CERTIFICATE OF RELEASE OR DISCHARGE FROM ACTIVE DUTY

1. NAME (Last, first, middle) JOHNSON ANNETTE MARIE		2. DEPARTMENT, COMPONENT AND BRANCH ATR FORCE - REG AF		3. SOCIAL SECURITY NO. [REDACTED]	
4a. GRADE, RATE OR RANK SGT	4b. PAY GRADE E4	6. PLACE OF ENTRY INTO ACTIVE DUTY LOS ANGELES CA		[REDACTED]	
7. LAST DUTY ASSIGNMENT AND MAJOR COMMAND 93 OMS (SAC)		8. STATION WHERE SEPARATED CASTLE AFB CA			
9. COMMAND TO WHICH TRANSFERRED NOT APPLICABLE			10. SGLI COVERAGE AMOUNT \$ 50,000 <input type="checkbox"/> NONE		
11. PRIMARY SPECIALTY NUMBER, TITLE AND YEARS AND MONTHS IN SPECIALTY (Additional specialty numbers and titles involving periods of one or more years) 60350 - VEHICLE OPERATOR/DISPATCHER: 4 YEARS,		12. RECORD OF SERVICE			
		a. Date Entered AD This Period	1985	AUG	16
		b. Separation Date This Period	1986	NOV	25
		c. Net Active Service This Period	01	03	09
		d. Total Prior Active Service	03	04	15
		e. Total Prior Inactive Service	00	00	00
		f. Foreign Service	03	03	02
		g. Sea Service	00	00	00
		h. Effective Date of Pay Grade	1986	APR	01
		i. Reserve Oblig. Term. Date	NOT APPLICABLE		
13. DECORATIONS, MEDALS, BADGES, CITATIONS AND CAMPAIGN RIBBONS AWARDED OR AUTHORIZED (All periods of service) AF TRAINING RIBBON, AF ACHIEVEMENT MEDAL, AF OUTSTANDING UNIT AWARD WITH ONE DEVICE, AF OVERSEAS LONG TOUR RIBBON, AF LONGEVITY SERVICE AWARD RIBBON.					
14. MILITARY EDUCATION (Course Title, number weeks, and month and year completed) AF BASIC MILITARY TRAINING, 6 WEEKS, MAY 1982, AF NCO PREPARATORY COURSE, 2 WEEKS, SEP 84.					
15. MEMBER CONTRIBUTED TO POST-VIETNAM ERA VETERANS' EDUCATIONAL ASSISTANCE PROGRAM <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		16. HIGH SCHOOL GRADUATE OR EQUIVALENT <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		17. DAYS ACCRUED LEAVE PAID 2.5	
18. REMARKS CONTINUOUS ACTIVE MILITARY SERVICE DATE: 31 MAR 1982. [REDACTED]					
19. MAILING ADDRESS AFTER SEPARATION 7203 TOKAY CIR, WINTON CA 95388			20. MEMBER REQUESTS COPY 6 BE SENT TO <u>CA</u> DIR. OF VET AFFAIRS <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
21. SIGNATURE OF MEMBER BEING SEPARATED <i>Annette M Johnson</i>		22. TYPED NAME, GRADE, TITLE AND SIGNATURE OF OFFICIAL AUTHORIZED TO SIGN JOHN E. EVANS, MSGT, USAF NCOIC, CBPO <i>John E. Evans</i>			

29911

RECORDED BY

Veterans Administration

AT 11:50am

DEC. 22, 1986

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OFF'L RECORDS OF
MERCED COUNTY
CALIFORNIA

LEROY G. GILSDORF

Recorder *GH*

MEMBER - 1

SPECIAL ADDITIONAL INFORMATION (For use by authorized agencies only)

23. TYPE OF SEPARATION DISCHARGE	24. CHARACTER OF SERVICE (Includes upgrades) HONORABLE	
25. SEPARATION AUTHORITY AFR 39-10	26. SEPARATION CODE JFL	27. REENLISTMENT CODE 20
28. NARRATIVE REASON FOR SEPARATION DISCHARGE BY REASON OF PHYSICAL DISABILITY WITH ENTITLEMENT TO SERVERANCE PAY.		
29. DATES OF TIME LOST DURING THIS PERIOD NONE	30. MEMBER REQUESTS COPY 4 <i>Am J</i> INITIALS	

END OF DOCUMENT

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MEMBER - 4

SPECIALIZATIONS & CERTIFICATIONS

2020	Recruiter of the Year
2019-2020	Legionnaire of the Year, American Legion
2017	American Legion Membership
2015	CITT: Collaborative Institute Training Initiative
2015	ALEI Training PTSD Suicide Prevention
2015	Leadership
2013/2015	Behavioral Psychology – Combating Maladaptive Behavior
2015	Communication Skills & Development
2001	Board Certified Pastoral Counselor

HONORS & AWARDS

2017	Legionnaire of the Year Award District 6
2016	District 6 Legionnaire of the Year
2015	Summa Cum Laude/ Dean's List
2008	Summa Cum Laude/ Dean's List
2008	Alpha Sigma Nu
2008	Regis University Community Service Award
2007-2008	Summa Cum Laude
2007-2008	Dean's List
2001	7-Every Day Hero for Outstanding Community Service

THESIS/DISSERTATION

2015	Healing Through Unraveling Maladaptive Behavior and Communication Developmental Styles, Supervisor: Dr. Crawford and Dr. Sweeney Intra and Interpersonal Communication Workbook: This book teaches individuals how to recognize how personality tendencies, self-images, and development evolve and affect one's behavior and personality.
2008	Teaching how to Communicate Effectively Through Understanding Human Growth and Development, Supervisor: Sheehan, J. The Application of Spiritual Growth and Healing the Inner Child, Supervisor: Cook, G.
2001	This course provides a basic understanding of Metaphysics, along with a conceptual understanding of how metaphysics can be applied in daily life and how to heal the inner child through mysticism, holism, breath therapy, meditation, a holistic approach to Ayurveda, Bach Flower remedies, and quantum healing.

UNPUBLISHED WORK

- 2015 © Intra and Interpersonal Communication Workbook: teaches individuals how to recognize how personality tendencies, self-images, and development evolve and affect one's behavior and personality.
- 2013 © Johnson, A.M. (2013). Escalation and De-escalation Cycle. [Unpublished]
- 2008 © Johnson, A.M. (2008). Understanding Communication: A Communication Workbook. [Unpublished]

PRESENTATIONS

1992-Present

- Public Speaking, Motivational Training, Stress Management, and stress de-escalation in the workplace increase productivity.
- 2013 Medical: Surviving Cancer while coping with Muscular Dystrophy
- 2005 Lakota Tribal Council
- 2002 Why Environmental Recycling is Important for Protecting Your Land
Governor's Taskforce on Recycling, Denver, Colorado
Health Effects of Various Elements Found in Computers and Electronics
- 2001 SWIX: Why Environmental Recycling is Important. Denver, Colorado
- 2000 Environmental Protection Agency, Denver, Colorado
Health Effects of Various Elements Found in Computer/Electronics

WORK EXPERIENCE

- 1992- Present Council/Coach/Minister to Veterans for free
- 1999-Present CEO/Founder
GIVES Incorporated, Denver, Colorado
501 (C) 3 organization
Transitioned into an International Corporation
Full organizational development to include developing articles of incorporation and bylaws, writing all policies and procedures, grant writing, mediation and advocacy, marketing, research, advertising, research & development, media relations (print, radio, and local television), mentoring, professional speaking, orientation, performance management, employee relations and performed entrance and exit interviews. Developed informational technology and electronics training, inventory, and downstream database tracking system, and conducted computer and electronic recycling programs. Developed the first environmental recycling tracking system in Colorado and provided the first chemical research presentation of consumer electronics. Collaborate with corporations to develop regulations concerning electronic recycling with the environmental protection agency. Provide refurbished computers to non-

governmental organizations overseas. Conduct computer-recycling events. Provide nonprofit organizations with computers and office equipment. Collaborate with Habitat for Humanity to place computer systems in new homes. Developed a community service initiative for individuals and convicted felons.

**VOLUNTEER
EXPERIENCE**

2022-2023	Department Commander, Colorado, American Legion
2020-2022	Department Jr. Vice Commander, American Legion
2017-2020	American Legion District 6 Commander
2014 - 2018	District Jr. Vice Commander, Chaplain, Adjutant, Service Officer Jr. Vice Commander, American Legion and conducted Post Officer training. Post reorganization (revitalizations), developed literacy program incorporating all 4 Pillars, start up new Post. Participate in many joint community programs, Safe Street Halloween, Boo at the Zoo, 4 Chaplains, and all Veteran Day programs. Member of the Ceremonial Honor Guard, a startup collaboration between Districts 6 & 5, and see attached sheet for additional information.
2015 - Present	
2015 - Present	Disabled American Veterans Delegate for National Conference, Denver, CO
2015-2016	DAV Chapter Service Officer
2014- 7/2017	American Syringomyelia & Chiari Alliance Project, Inc., Longview, Texas On the Board of Directors, provided non-profit sponsorship for the 2015 conference, donated products for the children's program, and assisted with conference committee preparations.
2002-2010	Pastoral Counselor Partners in Faith Ministries, Denver, Colorado Collaborated with the Department of Corrections to assist in reintegrating post-incarcerated individuals, conducted orientation, and performed entrance and exit interviews. Created and maintained a DOC file management system for DOC clients, created policies and procedures, and leadership support groups. Participated in performance management of halfway houses and created reports. Developed a networking program for women within social organizations and collaborated in creating probationary advocacy programs. Facilitated a pastoral counseling and support program. Presented group orientation, developed a database system, monitored program performance, and conducted exit interviews. Conducted holistic and stress management classes.
2002-2007	Vice President of Operations and Administration River of Light Enterprises, Brighton, Colorado Wrote and amended procedures and policies, bylaws, and operational manuals. Developed database-tracking systems. Engaged in leadership through participation with other organizations to promote a food bank service to disadvantaged individuals and developed a veteran benefits program. Mentoring and mediating employee relations, orienting volunteers, and corporate events. Researching veteran's programs and providing performance

management reports. Conducting exit performance management reviews of staff and volunteers. Facilitating a food bank program and creating databases to track organizational performance. Instructing individual and group workshops and participating in professional speaking opportunities.

1998-2001

President

American Association of Military Veterans, Denver, Colorado

Wrote and amended procedures and policies, bylaws, and operational manuals. Maintained employee relations, monitored performance management, participated in networking and research. Facilitated promotional material, through research and networking opportunities. Conducted performance management and employee relations through mentoring and advocacy programs.



CITY OF AURORA

Council Agenda Commentary

Item Title: Cottonwood Creek Metropolitan District Nos. 2-5 Board Appointment Request (Resolution)
Item Initiator: Cesarina Dancy, Interim Manager, Office of Development Assistance
Staff Source/Legal Source: Cesarina Dancy, Interim Manager, Office of Development Assistance/ Brian Rulla, Assistant City Attorney
Outside Speaker: n/a
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 7/8/2024

Regular Meeting: 7/22/2024

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

Item requires a Public Hearing: Yes No

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

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

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

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

- Approve Item and Move Forward to Study Session Approve Item as Proposed at Study Session
- Approve Item and Move Forward to Regular Meeting Approve Item as Proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 6/25/2024

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

Recommends Approval

Does Not Recommend Approval

Forwarded Without Recommendation

Minutes Not Available

Minutes Attached

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

The Service Plan for the Cottonwood Creek Metropolitan Districts Nos. 2-5 was approved by City Council July 28, 2014. The Districts are located at the southeast corner of S Monaghan Road and E Jewell Avenue.

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

Cottonwood Creek Metropolitan Districts Nos. 2-5 are requesting that City Council appoint 3 members to their Board of Directors in order to continue operations. The vacancies are due to Director Bonds not being remitted in a timely manner. The 3 requested appointees have been on the Board since the Districts were organized.

FISCAL IMPACT

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

Revenue Impact

Budgeted Expenditure Impact

Non-Budgeted Expenditure Impact

Workload Impact

No Fiscal Impact

REVENUE IMPACT

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

N/A

BUDGETED EXPENDITURE IMPACT

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does the Council wish to move this item to the July 22, 2024 Regular Meeting?

LEGAL COMMENTS

The City Council, as governing body of the city, may appoint directors to a metropolitan district when there are no duly elected directors, and when the failure to appoint a new board may result in the interruption of services that are being provided by the district. (Colo.Rev. Stat. §32-1-905(2.5)). (Rulla)

RESOLUTION NO. R2024-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO
APPOINTING DIRECTORS TO THE BOARD OF DIRECTORS OF COTTTONWOOD
CREEK METROPOLITAN DISTRICT NOS. 2-5

WHEREAS, Cottonwood Creek Metropolitan District Nos. 2-5 (the “Districts”) are special districts located wholly within the City of Aurora, Colorado (the “City”) operating under a Model Service Plan approved by the City Council of the City (the “City Council”) on July 28, 2014 by Resolution No. R2014-44 (the “Service Plan”); and

WHEREAS, the boards of directors for the Districts are entirely vacant, and the Districts are unable to take any formal action; and

WHEREAS, the City Council is authorized to appoint directors to a special district’s board of directors if the special district’s board of directors is entirely vacant and the failure to appoint a new board will result in the interruption of services that are provided by the district, pursuant to § 32-1-905(2.5), C.R.S.; and

WHEREAS, the City Council has received requests for appointment to the Districts’ boards of directors from qualified individuals who are eligible electors within the Districts; namely James Spehalski, Barry Talley, and Linda Talley (the “Proposed Directors”); and

WHEREAS, the City Council finds that appointment of the Proposed Directors will facilitate the Districts’ compliance with local government laws and allow the District to resume services as contemplated by the District’s Service Plan.

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

Section 1. In accordance with § 32-1-905(2.5), C.R.S., the following individuals are appointed to serve on the boards of directors of the Districts for the terms specified:

- | | |
|-----------------|--|
| James Spehalski | Appointed to fill vacancy and to serve until the next special district regular election. |
| Barry Talley | Appointed to fill vacancy and to serve until the next special district regular election. |
| Linda Talley | Appointed to fill vacancy and to serve until the next special district regular election. |

Section 2. 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 _____, 2024.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

 RLA

BRIAN J. RULLA, Assistant City Attorney



Megan J. Murphy
Of Counsel

303-858-1800
mmurphy@wbapc.com

May 15, 2024

VIA EMAIL

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

Re: Cottonwood Creek Metropolitan District Nos. 2-5 – Board Appointments

Dear Ms. Dancy:

Cottonwood Creek Metropolitan District Nos. 2-5 (collectively, the “**Districts**”) are wholly located within the City of Aurora (the “**City**”) and are governed by the Service Plan for Cottonwood Creek Metropolitan District Nos. 1-5 approved by the City Council on July 28, 2014, pursuant to Resolution No. R2014-44.

Pursuant to Section 32-1-901, C.R.S., the Board of Directors of the District are required to file a bond at the expense of the District in an amount of not less than \$1,000 for each Director conditioned upon the faithful performance of their duties as a Director (the “**Director Bond**”). If the District fails to provide the Director Bond the Director’s office is deemed vacant. (See Section 32-1-905(1)(b), C.R.S.)

It has recently come to our attention that the Director Bond for the Districts was not timely paid and therefore the Districts’ Boards of Directors were vacated.

Pursuant to Section 32-1-903(2.5), C.R.S. if there are no duly elected directors and if a failure to appoint a new board will result in the interruption of services that are being provided by the district, then the governing body of the municipality may appoint directors.

James Spehalski, Barry Talley, and Lindy Talley are qualified as eligible electors of the Districts pursuant to Section 32-1-103(5)(b), C.R.S., are willing to serve, and desire to be appointed to the Boards of Directors. Failure to appoint new directors will result in an interruption of services being provided by the Districts.

City of Aurora
May 15, 2024
Page 2

The Districts are requesting the City Council adopt a resolution to appoint James Spehalski, Barry Talley, and Lindy Talley to the Districts' Boards of Directors. Thank you for your attention to this matter. Please let us know if you need any additional information.

Sincerely,

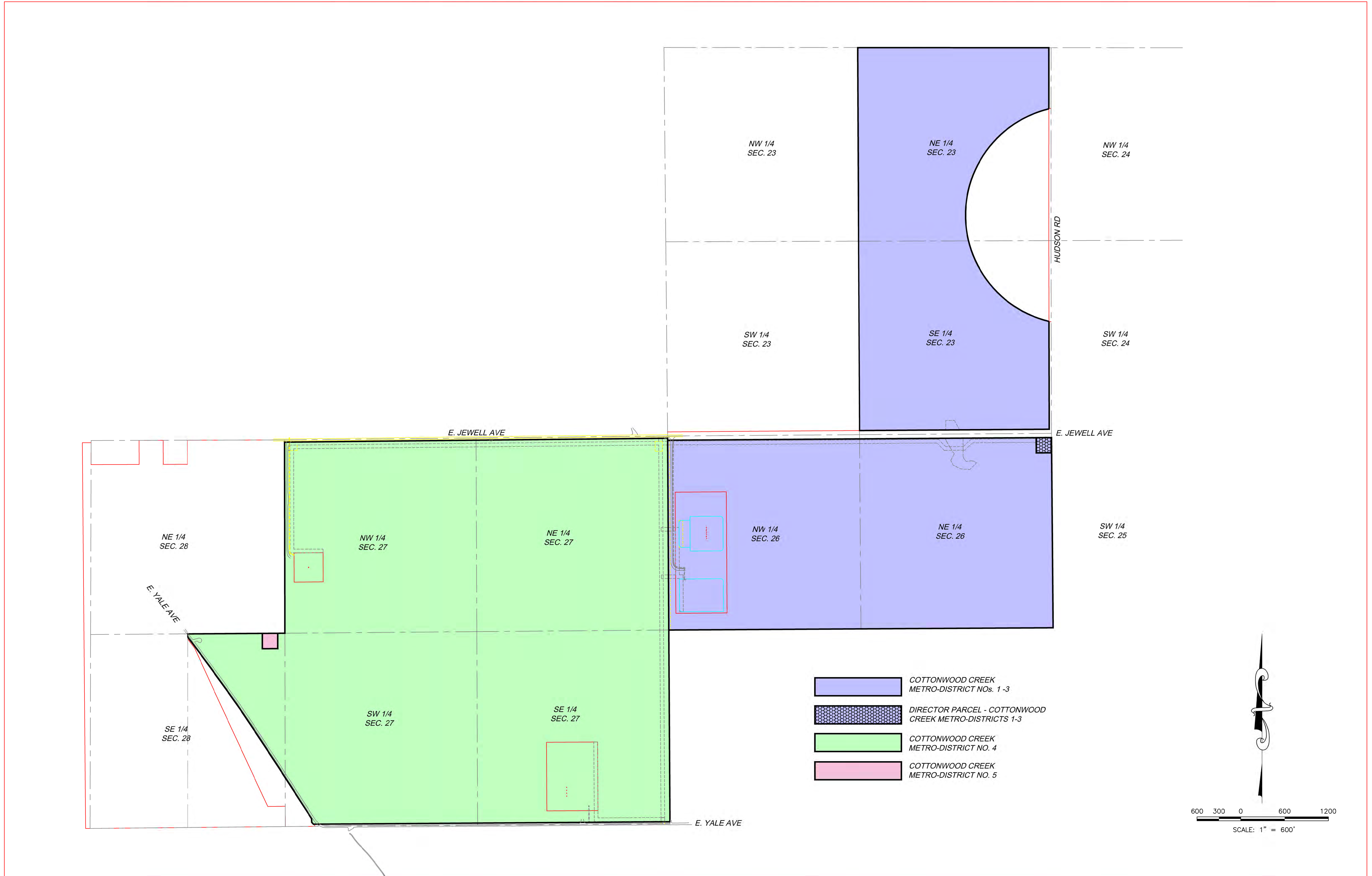
WHITE BEAR ANKELE TANAKA & WALDRON



Megan J. Murphy
Of Counsel

1335.0011;

COTTONWOOD CREEK METROPOLITAN DISTRICT NOS. 1 - 5



N:\PROJECTS\COTTONWOOD_CREEK\GIS\SURVEY\LEGAL\SWD EXHIBIT PMS 7.28.2022.DWG - PMASTER\BING - 7/28/2022 2:35 PM

1	DRAWN BY: PMS	SCALE: 1" = 600'	COTTONWOOD CREEK METROPOLITAN DISTRICTS 1-5 OVERALL MAP	Westwood <small>10333 E DRY CREEK RD. SUITE 240 ENGLEWOOD, CO 80152 TEL: 720.682.9526</small>	Date	Date
	CHECKED BY: PMS	FILE NO:			Date	Date
	DATE: JULY 28, 2022			Revisions	No.	Date



CITY OF AURORA

Council Agenda Commentary

Item Title: Powhaton Road Metropolitan District No. 6 Board Appointment Request (Resolution)
Item Initiator: Cesarina Dancy, Interim Manager, Office of Development Assistance
Staff Source/Legal Source: Cesarina Dancy, Interim 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: 7/8/2024

Regular Meeting: 7/22/2024

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

Item requires a Public Hearing: Yes No

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

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

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

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

- Approve Item and Move Forward to Study Session Approve Item as Proposed at Study Session
- Approve Item and Move Forward to Regular Meeting Approve Item as Proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 6/25/2024

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

Recommends Approval

Does Not Recommend Approval

Forwarded Without Recommendation

Minutes Not Available

Minutes Attached

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

The Service Plan for the Powhatan Road Metropolitan District No. 6 was approved by City Council July 22, 2013. The District is located southeast of N Powhatan Road and E 6th Avenue.

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

Powhatan Road Metropolitan District No. 6 is requesting that City Council appoint 3 members to their Board of Directors in order to continue operations. The vacancies are due to Director Bonds not being remitted in a timely manner.

FISCAL IMPACT

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

Revenue Impact

Budgeted Expenditure Impact

Non-Budgeted Expenditure Impact

Workload Impact

No Fiscal Impact

REVENUE IMPACT

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

N/A

BUDGETED EXPENDITURE IMPACT

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

QUESTIONS FOR COUNCIL

Does Council wish to move this item to the July 22, 2024 Regular Meeting?

LEGAL COMMENTS

The City Council, as governing body of the city, may appoint directors to a metropolitan district when there are no duly elected directors, and when the failure to appoint a new board may result in the interruption of services that are being provided by the district. (Colo.Rev. Stat. §32-1-905(2.5)). (Rulla)

RESOLUTION NO. R2024-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO
APPOINTING DIRECTORS TO THE BOARD OF DIRECTORS OF POWHATON ROAD
METROPOLITAN DISTRICT NO. 6

WHEREAS, Powhaton Road Metropolitan District No. 6 (the “District”) is a special district located wholly within the City of Aurora, Colorado (the “City”) operating under a Model Service Plan approved by the City Council of the City (the “City Council”) on July 22, 2013 by Resolution No. R2013-48 (the “Service Plan”); and

WHEREAS, the board of directors for the District is entirely vacant, and the District is unable to take any formal action; and

WHEREAS, the City Council is authorized to appoint directors to a special district’s board of directors if the special district’s board of directors is entirely vacant and the failure to appoint a new board will result in the interruption of services that are provided by the district, pursuant to § 32-1-905(2.5), C.R.S.; and

WHEREAS, the City Council has received requests for appointment to the District’s board of directors from qualified individuals who are eligible electors within the District; namely James Spehalski, CJ Krist, and Roger Hollard (the “Proposed Directors”); and

WHEREAS, the City Council finds that appointment of the Proposed Directors will facilitate the District’s compliance with local government laws and allow the District to resume services as contemplated by the District’s Service Plan.

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

Section 1. In accordance with § 32-1-905(2.5), C.R.S., the following individuals are appointed to serve on the board of directors of the District for the terms specified:

- | | |
|-----------------|--|
| James Spehalski | Appointed to fill vacancy and to serve until the next special district regular election. |
| CJ Krist | Appointed to fill vacancy and to serve until the next special district regular election. |
| Roger Hollard | Appointed to fill vacancy and to serve until the next special district regular election. |

Section 2. 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 _____, 2024.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

 RLA

BRIAN J. RULLA, Assistant City Attorney



Megan J. Murphy
Of Counsel

303-858-1800
mmurphy@wbapc.com

May 28, 2024

VIA EMAIL

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

Re: Powhatan Road Metropolitan District No. 6 – Board Appointments

Dear Ms. Dancy:

Powhatan Road Metropolitan District No. 6 (the “**District**”) is wholly located within the City of Aurora (the “**City**”). Powhatan Road Metropolitan District No. 6 is governed by the Amended and Restated Consolidated Service Plan for Sand Creek Ranch Metropolitan District Nos. 1-3 and Trails at First Creek Metropolitan District Nos. 1 and 2 and Starfall Metropolitan District Nos. 1 and 2 to be known as Powhatan Road Metropolitan District Nos. 1-7 approved by the City Council on July 22, 2013, pursuant to Resolution No. R2013-48.

Pursuant to Section 32-1-901, C.R.S., the Board of Directors of the District are required to file a bond at the expense of the District in an amount of not less than \$1,000 for each Director conditioned upon the faithful performance of their duties as a Director (the “**Director Bond**”). If the District fails to provide the Director Bond the Director’s office is deemed vacant. (See Section 32-1-905(1)(b), C.R.S.)

It has recently come to our attention that the Director Bond for the District was not timely paid and therefore the District’s Boards of Directors were vacated.

Pursuant to Section 32-1-903(2.5), C.R.S. if there are no duly elected directors and if a failure to appoint a new board will result in the interruption of services that are being provided by the district, then the governing body of the municipality may appoint directors.

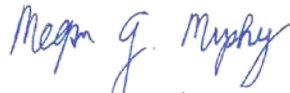
James Spehalski, CJ Kirst, and Roger Hollard are qualified as eligible electors of Powhatan Road Metropolitan District No. 6 (“**District No. 6**”) pursuant to Section 32-1-103(5)(b), C.R.S., are willing to serve, and desire to be appointed to the District No. 6 Board of Directors. Failure to

appoint new directors will result in an interruption of services being provided by the District No. 6.

The District is requesting the City Council adopt a resolution to appoint James Spehalski, CJ Kirst, and Roger Hollard to the District No. 6 Board of Directors. Thank you for your attention to this matter. Please let us know if you need any additional information.

Sincerely,

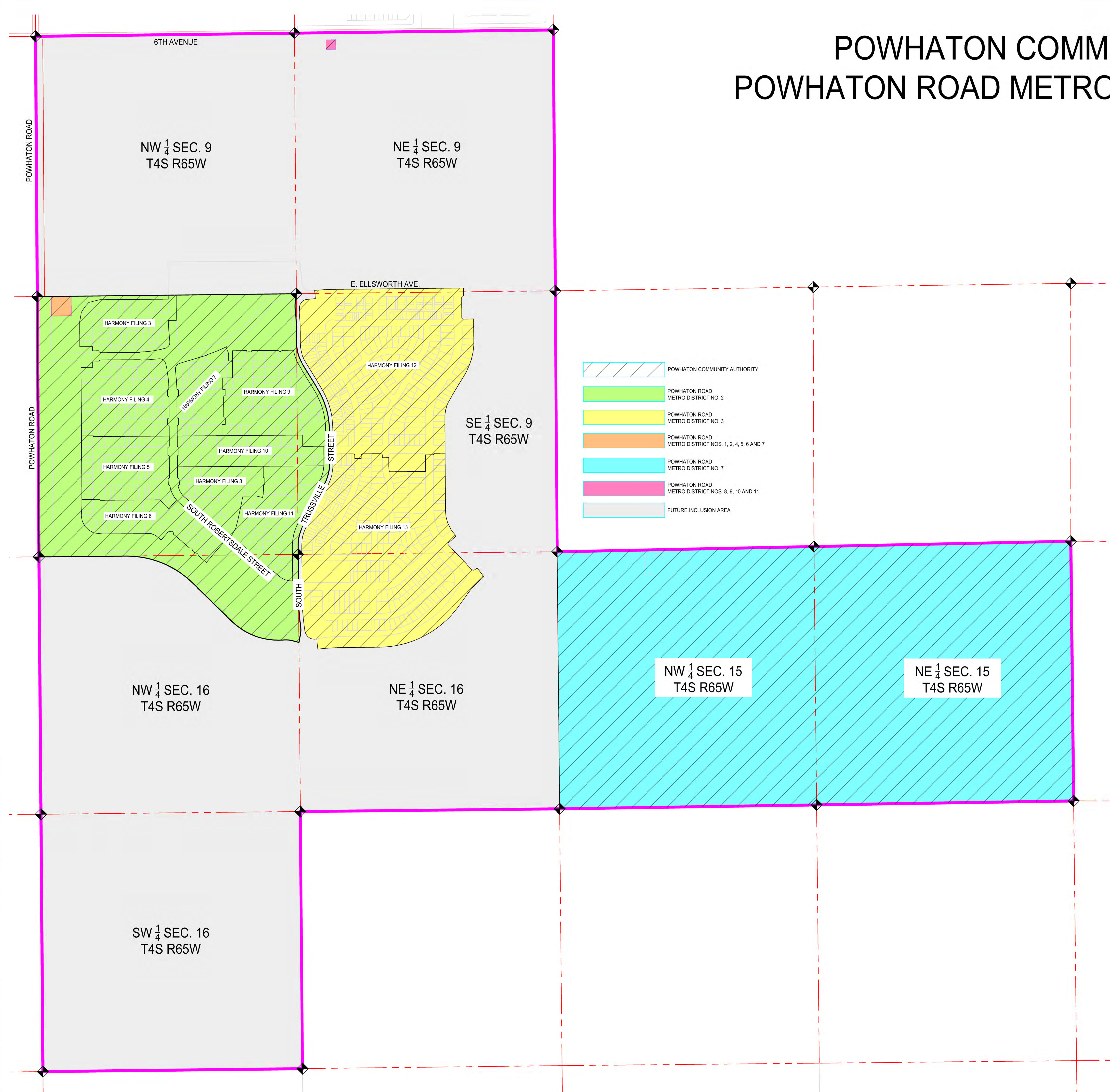
WHITE BEAR ANKELE TANAKA & WALDRON


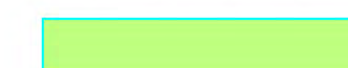
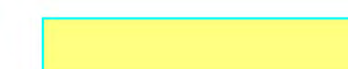
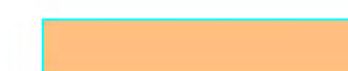





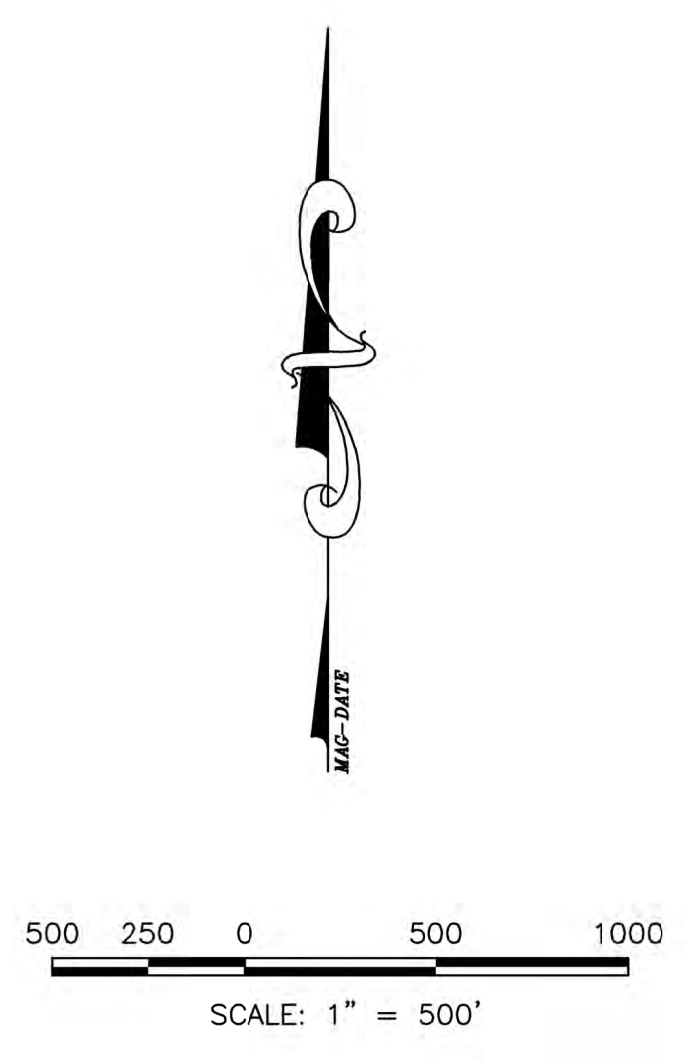
Megan J. Murphy
Of Counsel

2310.0011;

POWHATON COMMUNITY AUTHORITY AND POWHATON ROAD METROPOLITAN DISTRICT NOS. 1 - 11



-  POWHATON COMMUNITY AUTHORITY
-  POWHATON ROAD METRO DISTRICT NO. 2
-  POWHATON ROAD METRO DISTRICT NO. 3
-  POWHATON ROAD METRO DISTRICT NOS. 1, 2, 4, 5, 6 AND 7
-  POWHATON ROAD METRO DISTRICT NO. 7
-  POWHATON ROAD METRO DISTRICT NOS. 8, 9, 10 AND 11
-  FUTURE INCLUSION AREA



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CITY OF AURORA

Council Agenda Commentary

Item Title: Powhaton Road Metropolitan District Nos. 8, 10 and 11 Board Appointment Request (Resolution)
Item Initiator: Cesarina Dancy, Interim Manager, Office of Development Assistance
Staff Source/Legal Source: Cesarina Dancy, Interim Manager, Office of Development Assistance / Brian Rulla, Assistant City Attorney
Outside Speaker: n/a
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 7/8/2024

Regular Meeting: 7/22/2024

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

Item requires a Public Hearing: Yes No

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

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

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

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

- Approve Item and Move Forward to Study Session Approve Item as Proposed at Study Session
- Approve Item and Move Forward to Regular Meeting Approve Item as Proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 6/25/2024

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

Recommends Approval

Does Not Recommend Approval

Forwarded Without Recommendation

Minutes Not Available

Minutes Attached

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

The Service Plan for the Powhatan Road Metropolitan District Nos. 8, 10 and 11 was approved by City Council August 22, 2005. The Districts are located southeast of N Powhatan Road and E 6th Avenue.

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

Powhatan Road Metropolitan District Nos. 8, 10 and 11 are requesting that City Council appoint a member to each of their Boards of Directors in order to continue operations. The vacancies are due to Director Bonds not being remitted in a timely manner.

FISCAL IMPACT

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

Revenue Impact

Budgeted Expenditure Impact

Non-Budgeted Expenditure Impact

Workload Impact

No Fiscal Impact

REVENUE IMPACT

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

N/A

BUDGETED EXPENDITURE IMPACT

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does Council wish to move this item to the July 22, 2024 Regular Meeting?

LEGAL COMMENTS

The City Council, as governing body of the city, may appoint directors to a metropolitan district when there are no duly elected directors, and when the failure to appoint a new board may result in the interruption of services that are being provided by the district. (Colo.Rev. Stat. §32-1-905(2.5)). (Rulla)

RESOLUTION NO. R2024-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO
APPOINTING DIRECTORS TO THE BOARD OF DIRECTORS OF POWHATON ROAD
METROPOLITAN DISTRICT NOS. 8, 10, and 11

WHEREAS, Powhaton Road Metropolitan Districts Nos. 8, 10, and 11 (the “Districts”) are special districts located wholly within the City of Aurora, Colorado (the “City”) operating under a Model Service Plan approved by the City Council of the City (the “City Council”) on August 22, 2005 by Resolution No. R2005-63 (the “Service Plan”); and

WHEREAS, the boards of directors for the Districts are entirely vacant, and the Districts are unable to take any formal action; and

WHEREAS, the City Council is authorized to appoint directors to a special district’s board of directors if the special district’s board of directors is entirely vacant and the failure to appoint a new board will result in the interruption of services that are provided by the district, pursuant to § 32-1-905(2.5), C.R.S.; and

WHEREAS, the City Council has received requests for appointment to the Districts’ boards of directors from a qualified individual who is an eligible elector within the District; namely James Spehalski (the “Proposed Director”); and

WHEREAS, the City Council finds that appointment of the Proposed Director will facilitate the Districts’ compliance with local government laws and allow the Districts to resume services as contemplated by the Districts’ Service Plan.

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

Section 1. In accordance with § 32-1-905(2.5), C.R.S., the following individuals are appointed to serve on the board of directors of the District for the terms specified:

James Spehalski	Appointed to fill vacancy and to serve until the next special district regular election.
-----------------	--

Section 2. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Resolution, are hereby rescinded.

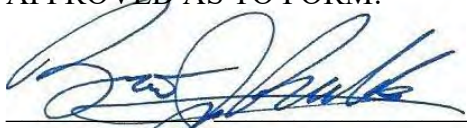
RESOLVED AND PASSED this ____ day of _____, 2024.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:



RLA

BRIAN J. RULLA, Assistant City Attorney



Megan J. Murphy
Of Counsel

303-858-1800
mmurphy@wbapc.com

May 28, 2024

VIA EMAIL

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

Re: Powhaton Road Metropolitan District Nos. 8, 10, and 11 – Board Appointments

Dear Ms. Dancy:

Powhaton Road Metropolitan District Nos. 8, 10, and 11 (collectively, the “**Districts**”) are wholly located within the City of Aurora (the “**City**”). Powhaton Road Metropolitan District Nos. 8, 10, and 11 were formerly named Sun Meadows Metropolitan District Nos. 1, 3, and 4 are governed by the Service Plan for Sun Meadows Metropolitan District Nos. 1-4 approved by the City Council on August 22, 2005 pursuant to Resolution No. R2005-63.

Pursuant to Section 32-1-901, C.R.S., the Board of Directors of the District are required to file a bond at the expense of the District in an amount of not less than \$1,000 for each Director conditioned upon the faithful performance of their duties as a Director (the “**Director Bond**”). If the District fails to provide the Director Bond the Director’s office is deemed vacant. (See Section 32-1-905(1)(b), C.R.S.)

It has recently come to our attention that the Director Bond for the Districts was not timely paid and therefore the Districts’ Boards of Directors were vacated.

Pursuant to Section 32-1-903(2.5), C.R.S. if there are no duly elected directors and if a failure to appoint a new board will result in the interruption of services that are being provided by the district, then the governing body of the municipality may appoint directors.

James Spehalski is qualified as an eligible elector of Powhaton Road Metropolitan District Nos. 8, 10, and 11 (“**District Nos. 8, 10, and 11**”) pursuant to Section 32-1-103(5)(b), C.R.S., is willing to serve, and desires to be appointed to the District Nos. 8, 10, and 11 Boards of Directors.

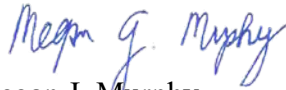
City of Aurora
May 28, 2024
Page 2

Failure to appoint new directors will result in an interruption of services being provided by District Nos. 8, 10, and 11.

The Districts are requesting the City Council adopt a resolution to appoint James Spehalski to the District Nos. 8, 10, and 11 Boards of Directors. Thank you for your attention to this matter. Please let us know if you need any additional information.

Sincerely,

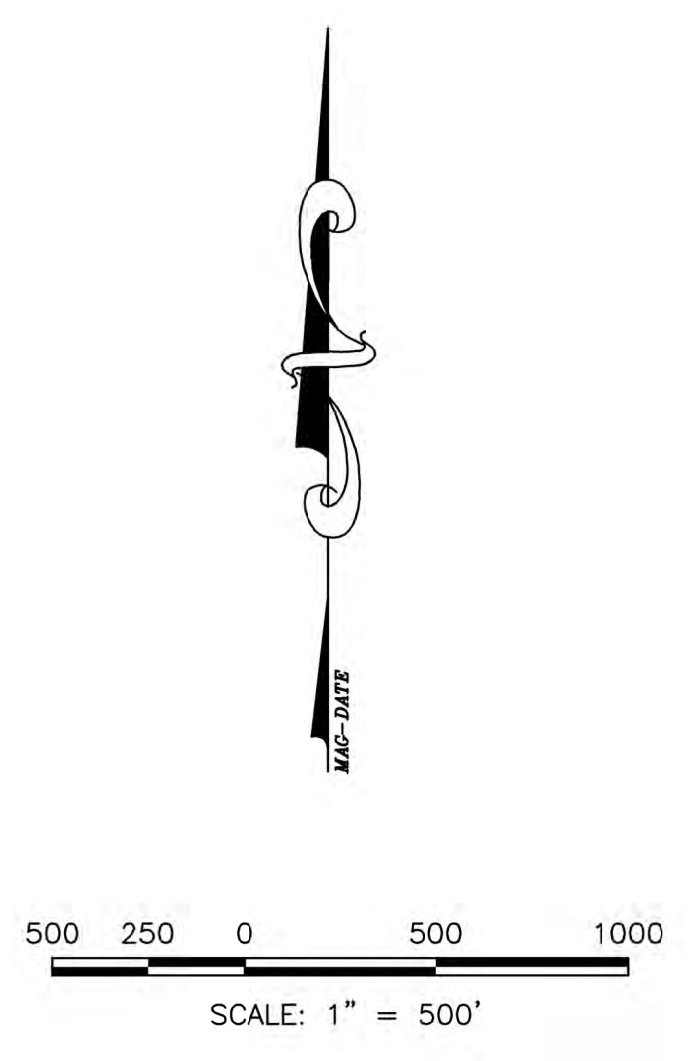
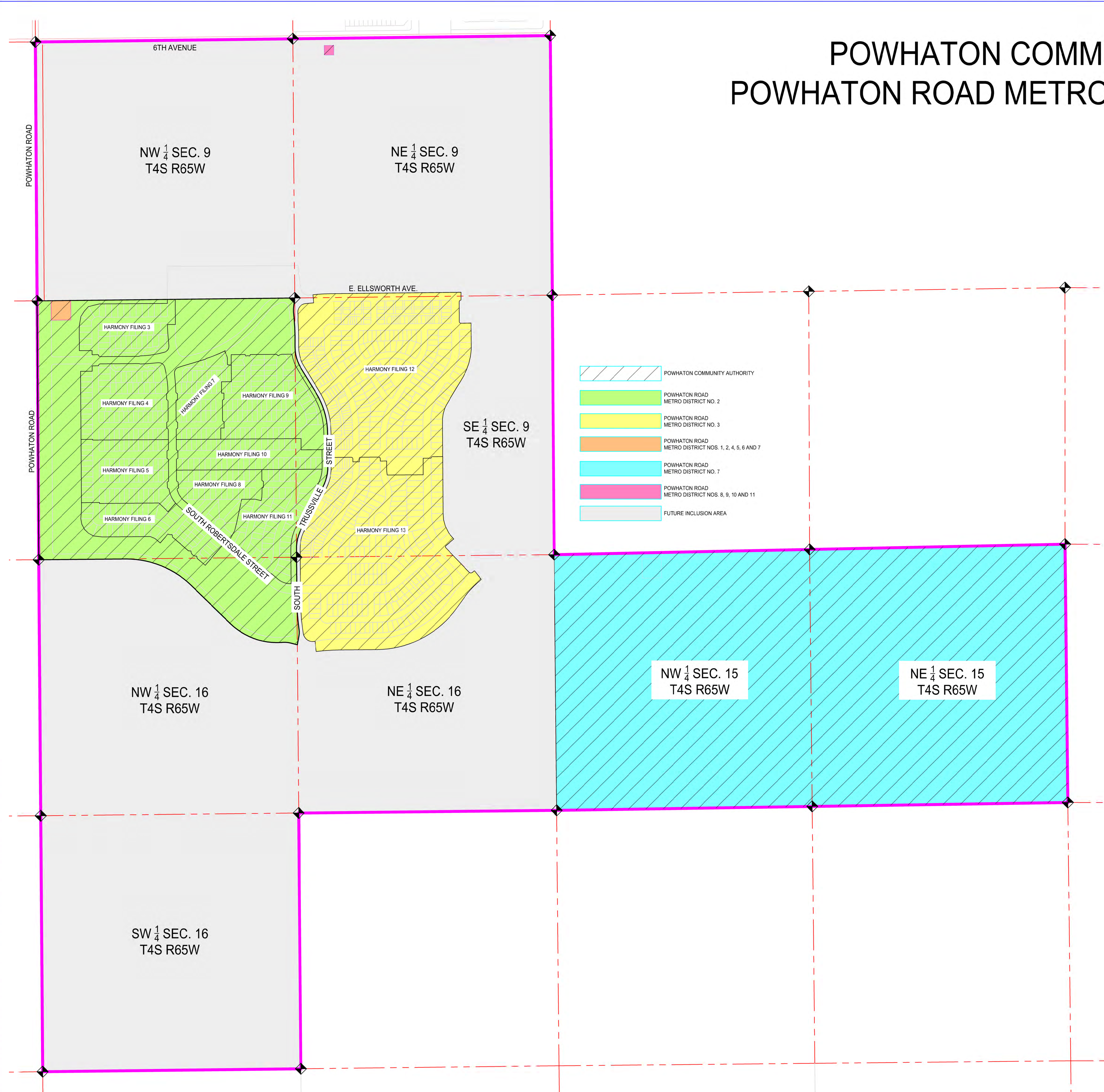
WHITE BEAR ANKELE TANAKA & WALDRON

A handwritten signature in blue ink that reads "Megan J. Murphy". The signature is written in a cursive style with a large initial "M".

Megan J. Murphy
Of Counsel

2310.0011;

POWHATON COMMUNITY AUTHORITY AND POWHATON ROAD METROPOLITAN DISTRICT NOS. 1 - 11



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CITY OF AURORA

Council Agenda Commentary

Item Title: Sagebrush Farm Metropolitan District No. 1 Second Amended and Restated Service Plan (Ordinance)
Item Initiator: Cesarina Dancy, Interim Manager, Office of Development Assistance
Staff Source/Legal Source: Cesarina Dancy, Interim Manager, Office of Development Assistance / Brian Rulla, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 7/8/2024

Regular Meeting: 7/22/2024

2nd Regular Meeting (if applicable): 8/12/2024

Item requires a Public Hearing: Yes No

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

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

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

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

- Approve Item and Move Forward to Study Session Approve Item as Proposed at Study Session
- Approve Item and Move Forward to Regular Meeting Approve Item as Proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 6/25/2024

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

Recommends Approval

Does Not Recommend Approval

Forwarded Without Recommendation

Minutes Not Available

Minutes Attached

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

The Service Plan for the Sagebrush Farm Metropolitan District No. 1 was originally approved August 30, 2004. The First Amended and Restated Service Plan was approved February 14, 2022. The District supports the Sun Empire development located at the southeast corner of E Harvest Road and E 56th Avenue. The development is anticipated to be commercial/ industrial use and no residential uses are planned.

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

Sagebrush Farm Metropolitan District No. 1 is requesting approval of a Second Amended and Restated Service Plan that changes the ARI mill levy from the current model language that increases the number of ARI mills collected over time to a flat 5 mills starting in year 1. There is no change proposed to the debt authority that was previously approved.

FISCAL IMPACT

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

Revenue Impact

Budgeted Expenditure Impact

Non-Budgeted Expenditure Impact

Workload Impact

No Fiscal Impact

REVENUE IMPACT

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

N/A

BUDGETED EXPENDITURE IMPACT

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does the Council wish to move this item to the July 22, 2024 Regular Meeting?

LEGAL COMMENTS

Title 32, Article 1, C.R.S., as amended, and Section 122-36(b) of the City Code each provide that material modifications to an approved metropolitan district service plan may be made by the board of directors of a district only by petition to and approval by the City Council in substantially the same manner as provided for in the approval for an original service plan.

Section 122-32 of the City Code requires that the City Council conduct a public hearing regarding approval of the proposed district and its service plan. Therefore, a public hearing is required prior to material modifications of the service plan pursuant to Section 122-36(b).

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

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

ORDINANCE NO. 2024-__

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO APPROVING THE SECOND AMENDED AND RESTATED SERVICE PLAN FOR SAGEBRUSH FARM METROPOLITAN DISTRICT NO. 1 AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO AND THE DISTRICT

WHEREAS, pursuant to Section 32-1-204.5, C.R.S., as amended, and Section 122-29 of the City Code, a Second Amended and Restated Service Plan (the "Second Amended and Restated Service Plan") for Sagebrush Farm Metropolitan District No. 1 (the "District") has been submitted to the City Council (the "City Council") of the City of Aurora, Colorado (the "City"); and

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

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

WHEREAS, the Aurora Regional Improvement mill levy imposed within the City's model service plan allows for the formation of an Authority by three (3) or more districts to fund regional infrastructure with the pledge of their ARI mill levies collected from all member districts; and

WHEREAS, the petitioners for the District 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 District's boundaries; and

WHEREAS, the Second Amended and Restated Service Plan defines the applicable ARI Mill Levy as 5 mills, plus adjustment, beginning for in the first year of collection of a debt service mill levy by the district, and continuing in each year thereafter, as set forth in an ARI Establishment Agreement; and

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

WHEREAS, the City Council finds that the Second Amended and Restated Consolidated Service Plan should be approved unconditionally, as permitted by Sections 32-1-203(2) and 32-1-204.5(1)(a), C.R.S., as amended, and Section 122-34(a) of the City Code; and

WHEREAS, all legislative enactments must be in the form of ordinances pursuant to Section 5-1 of the Charter of the City of Aurora, Colorado and City Council Rule F.1 provides that

an ordinance remains in effect until otherwise rescinded or amended by the City Council.

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

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

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

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

Section 3. The City Council hereby approves the Second Amended and Restated Service Plan for the District as submitted.

Section 4. The ARI Mill Levy defined in this Second Amended and Restated Service Plan applies only to Sagebrush Farm Metropolitan District No. 1. In all other instances the definition of ARI Mill Levy in City Code §122-26 shall remain in full force and effect.

Section 5. The District 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 District as well as amendments to the Second Amended and Restated Service Plan shall be by resolution.

INTRODUCED, READ AND ORDERED PUBLISHED this ____ day of _____, 2024.


PASSED AND ORDERED PUBLISHED this ____ day of _____, 2024.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

 RLA

BRIAN J. RULLA, Assistant City Attorney



May 10, 2024

VIA EMAIL

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

Re: Transmittal Letter for the Sagebrush Farm Metropolitan District No. 1 Second Amended and Restated Service Plan

Dear Ms. Dancy:

Please be advised as follows relative to the attached proposed Second Amended and Restated Service Plan (the “**Service Plan**”):

1. The name of the District is: Sagebrush Farm Metropolitan District No. 1 (the “**District**”).

2. Contact Information for the District:

District’s counsel:

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

Petitioner:

Sagebrush Farm Metropolitan District No. 1
c/o McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203
Phone: (303) 592-4380
Fax: (303) 592-4385
Attn: MaryAnn McGeady
Email: mmcgeady@specialdistrictlaw.com

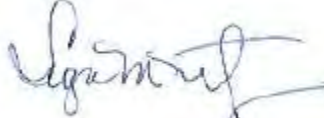
1. On August 30, 2004, the City of Aurora (“**City**”) approved the Service Plan (the “**Original Service Plan**”) for Sagebrush Farm Metropolitan District No. 1.
2. On June 30, 2005, the District was organized.
3. On September 25, 2006, the City approved the Modified Service Plan (the “**Modified Service Plan**”) for the District, which modified the Original Service Plan.
4. On February 14, 2022, the City approved the First Amended and Restated Service Plan (the “**Amended Service Plan**”) for the District, which modified, replaced, restated, and superseded the Modified Service Plan for the District in its entirety.
5. The proposed Second Amended and Restated Service Plan for Sagebrush Farm Metropolitan District No. 1 (the “**Service Plan**”) is intended to authorize the imposition of a regional mill levy of 5.000 mills, subject to adjustment. The District is not requesting a change in debt authority. The Service Plan largely follows the 2024 Aurora Single District Single Service Plan Model (“**Model Service Plan**”), except for: revisions made to the definition of “ARI Mill Levy”; minor changes to the sequence and manner in which the maps and legal descriptions for the Initial District Boundaries and Inclusion Area Boundaries are displayed; and minor clarifications to the provisions discussing operation and maintenance authority, all as shown in the enclosed Blackline comparing the Model Service Plan to the Service Plan.
6. Attached is the proposed Second Amended and Restated Service Plan for the District.
7. The District does not have existing residents.
8. The proposed Second Amended and Restated Service Plan is based on the Model Service Plan.
9. The development in the District is anticipated to be for commercial use.
10. Status of Aurora development review process on development plans for the District’s Service Area: The City approved the Master Plan for the project, which was recorded on November 29, 2022, in the real property records of Adams County, Colorado, at Reception No. 2022000093804. The Developer is currently constructing two speculative warehouse buildings comprising 826,300 square feet. The buildings are expected to be delivered by October 2024. Phase II of the development will likely occur upon at least 50% of Phase I buildings being leased. Phase II will require approvals from the City for site and building plans.
11. The Debt Limit reported in Sections V(A)(10) (Total Debt Issuance Limitation) and VII(A) (Financial Plan – General) does not include any debt associated with regional improvements as described in the last paragraph of Section VI(C).
12. Please be advised of the following financial data relative to the Service Plan:

Name of the 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)	V(A)(10) and transmittal letter	VI(C)	Calculate	VII(I)	VII(I)
Sagebrush Farm Metropolitan District No. 1	\$170,000,000	\$340,000,000	No	\$340,000,000	\$680,000,000	\$100,000	\$100,000
			*Debt Limit does not include ARI				

Should you have any questions or need any further information to process the Service Plan, please do not hesitate to contact me.

Very truly yours,

MCGEADY BECHER P.C.



Suzanne M. Meintzer

SMM

Enclosures

**SECOND AMENDED AND RESTATED SERVICE PLAN
FOR
SAGEBRUSH FARM METROPOLITAN DISTRICT NO. 1
CITY OF AURORA, COLORADO**

Prepared

by

MCGEADY BECHER P.C.
450 EAST 17th AVENUE, SUITE 400
DENVER, CO 80203

SUBMITTED: May 10, 2024

APPROVED: _____

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LIST OF EXHIBITS

- EXHIBIT A** Aurora Vicinity Map
- EXHIBIT B** Legal Description of Initial District Boundaries and Initial District Boundary Map
- EXHIBIT C** Legal Description of Inclusion Area Boundaries and Inclusion Area Boundary Map
- EXHIBIT D** Notice of Special District Disclosure
- EXHIBIT E** Intergovernmental Agreement between the District and Aurora

I. INTRODUCTION

A. Purpose and Intent.

On August 30, 2004, the City of Aurora (“**City**”) approved the Service Plan (the “**Original Service Plan**”) for the Sagebrush Farm Metropolitan District No. 1 (the “**District**”, and sometimes referred to herein as “**District No. 1**”). The District was organized on June 30, 2005. On September 25, 2006, the City subsequently approved the Modified Service Plan for the District (the “**Modified Service Plan**”), and then the First Amended and Restated Service Plan (the “**Amended Service Plan**”), which modified, replaced, restated and superseded the Modified Service Plan in its entirety. This Second Amended and Restated Service Plan (the “**Service Plan**”) is intended to modify, replace, restate and supersede the Amended Service Plan in its entirety.

The District is an independent unit of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Service Plan, its activities are subject to review by the City only insofar as they may deviate in a material manner 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 the 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 District to pay a portion of the cost of regional infrastructure as part of ensuring that development and those that benefit from development pay for the associated costs.

II. DEFINITIONS

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

Agreed Upon Procedures Engagement: means an attestation engagement in which a certified public accountant performs specific procedures on subject matter and reports the findings without providing an opinion or conclusion. The subject matter may be financial or nonfinancial information. Because the needs of an engaging party vary, the nature, timing, and extent of the procedures may vary, as well.

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

ARI or Regional Improvements: means Aurora Regional Improvements.

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

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

ARI Master Plan: means one or more 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 mill levy imposed for payment of the costs of the planning, design, permitting, construction, acquisition and financing of Regional Improvements described in the ARI Master Plan, which shall be five (5) mills, plus Mill Levy Adjustment, for collection beginning for each district in the first year of collection of a debt service mill levy by such district, and continuing in each year thereafter, as set forth in an ARI Establishment Agreement.

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.

C.R.S.: means the Colorado Revised Statutes, as the same may be amended from time to time.

District: means Sagebrush Farm Metropolitan District No. 1.

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**, describing the property proposed for inclusion within the District.

Initial District Boundaries: means the boundaries of the District at the time of approval of this Service Plan, as described in the Initial District Boundary Map.

Initial District Boundary Map: means the map attached hereto as **Exhibit C**, describing the boundaries of the District at the time of approval of this Service Plan.

Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt as set forth in Section VII.C below.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy on a particular property developed for residential uses as set forth in Section VII.D below.

Mill Levy Adjustment: means if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitations or mill levy imposition amounts set forth in this Service Plan may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of, or reduction in, actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

Operations and Maintenance Mill Levy: means the mill levy the District project to impose for payment of administration, operations, and maintenance costs as set forth in the Financial Plan in Section VII below.

Project: means the development or property commonly referred to as Sun Empire.

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 any future 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 316.722 acres and the total area proposed to be included in the Inclusion Area Boundaries is approximately 161.225 acres. A vicinity map is attached hereto as **Exhibit A**. A legal description and map of the Initial District Boundaries is attached hereto as **Exhibit B**. A legal description and map of the Inclusion Area 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 Four Hundred Seventy-Eight (478) acres of real property, anticipated for commercial use. At the time of the District's organization, the assessed valuation of the Service Area was \$0.00. At the time of Adams County's initial May 2024 assessment, the approximate assessed valuation of the Service Area was \$17,250,000, and at buildout, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The estimated commercial square footage within the District at buildout is estimated to be approximately 3,958,800, with an estimated daytime population of 2,500.

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. Any power or authority granted to the board of county commissioners pursuant to the Special District Act shall be deemed to be granted to the City Council without reservation or limitation.

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 LimitationThe purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The District shall dedicate the Public Improvements to the City or other appropriate jurisdiction or owners' association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The District shall not be authorized to operate and maintain any part or all of the Public Improvements, other than park and recreation improvements, unless the provision of such operation and maintenance is pursuant to an intergovernmental agreement with the City. The District shall be authorized, but not obligated to, operate and maintain park and recreation improvements without any intergovernmental agreement with the City, provided that any Fee imposed by the District for access to such park and recreation improvements shall not result in Non-District Aurora residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the District. However, the District shall be entitled to impose an administrative Fee as necessary to cover additional expenses associated with Non-District Aurora residents to ensure that such costs are not the responsibility of District residents. All such Fees shall be based upon the District's determination that such Fees do not exceed reasonable annual market fees for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the District shall be open to the general public and Non-District Aurora residents, subject to the rules and regulations of the District as adopted from time to time. Trails which are interconnected with a city or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the District.

2. Fire Protection 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. The District shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the fee owner or owners of 100 percent of such property as provided in Section 32-1-401(1)(a), C.R.S.

8. Overlap Limitation. The boundaries of the District and the Sagebrush Farm Metropolitan District Nos. 2 through 8 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 Three Hundred Forty Million Dollars (\$340,000,000) in the aggregate; provided however, that any Debt issued by the District for Regional Improvements shall not be included within this limitation and shall be subject to the limitations set forth in Section VI.

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 by 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. Website. When a district is required to have a website in accordance with the requirements of C.R.S. Section 32-1- 104.5, the District shall establish, maintain and annually update a public website or provide information on a shared community website, on which the District will timely post all information and documents required by C.R.S. § 32-1-104.5.

16. Service Plan Amendment Requirement. This 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 One Hundred Seventy Million Dollars (\$170,000,000).

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the City and shall be in accordance with the requirements of the Approved Development Plan. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

VI. REGIONAL IMPROVEMENTS

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the

provisions of the Regional Improvements incurred as a result of participation in the alternatives set forth in Section VI.A, B or C below.

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

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

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

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

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

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration and overhead costs incurred as a result of participation in the alternative set forth in Section VI.A, B or C set forth above, unless the City has agreed otherwise in writing; provided, however in no event shall the Regional Improvements include water or sanitary sewer improvements unless such improvements are necessary as a part of completing street and transportation related

improvements. The District shall cease to be obligated to impose, collect and convey to the 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 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 Three Hundred Forty Million Dollars (\$340,000,000) pursuant to agreements as described in VI.A, B or C above. Such limit is not subject to the Total Debt Issuance Limitation described in section VII below.

VII. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay within the Maximum Debt Mill Levy Imposition Term from 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 Three Hundred Forty Million Dollars (\$340,000,000) (exclusive of Debt issued for Regional Improvements described in Section VI above) 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; subject to the Mill Levy Adjustment.

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

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

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

The Maximum Debt Mill Levy shall not apply to the District's Operations and Maintenance Mill Levy for the provision of operation and maintenance services to the District's taxpayers and service users as set for in Section VII.K below.

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. The ARI Mill Levy and the Operations and Maintenance Mill Levy are not limited by the Maximum Debt Mill Levy Imposition Term.

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 One Hundred Thousand Dollars (\$100,000), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The first year's operating budget is estimated to be 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 its Operations and Maintenance Mill Levy as necessary for provision of operation and maintenance services to its taxpayers and service users.

J. Agreed Upon Procedures Examination.

For districts with property within their boundaries developed with any residential uses, at such time that a majority of Board of Directors of the District are residents of the District, the District is encouraged to engage the services of a certified public accountant for an Agreed Upon Procedures Engagement. The Board of Directors, in its discretion, will set the scope and the procedures for the engagement.

VIII. ANNUAL REPORT

A. General.

The District shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued. The annual report shall include all information required pursuant to the Special District Act.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.
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's Public Improvements as of December 31 of the prior year.
5. Status of the District's construction of the Public Improvements as of December 31 of the prior year.
6. A list of all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of December 31 of the prior year.
7. The final assessed valuation of the District as of December 31 of the reporting year.
8. Current year budget including a description of the Public Improvements to be constructed in such year.

9. Audit of the District's financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.

10. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.

11. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

12. A copy of any intergovernmental agreements entered into by the District since the filing of the last annual report.

IX. DISSOLUTION

Upon an independent determination of the City Council by resolution that the purposes for which the District was created have been accomplished and the City is satisfied that the City will not be responsible for any obligations formerly provided by the District,, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

X. DISCLOSURE NOTICES AND MEETINGS

1. The District will provide the City with written notice of the date of hearing on its petition for organization filed with the district court.

2. The District will use reasonable efforts and due diligence to cause each developer and home builder to provide written notice of disclosure to all initial purchasers of property in the District that describes the general purpose of the district and financial impact on each residential property at the time of entering into the purchase contract. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy. The form of notice shall be substantially in the form of **Exhibit D** attached hereto; provided that such notice may be modified by the District so long as a new notice is submitted to and approved by the City prior to using such modified notice. Any modified notice will be expected to provide the following information:

- a. General description and purpose(s) of the District.
- b. Contact information for the District.
- c. Website address for the District (once established per Section V.A.15).
- d. District boundary map showing all lots within the District.
- e. The Maximum Debt Mill Levy that may be imposed on the residential property for each year the District is in existence and a calculation of the associated taxes that the homeowner will pay.
- f. List of all other taxing entities within the District boundaries and their current mill levies and associated taxes.

- g. The District's Total Debt Issuance Limitation and a description of the Public Improvements that the District Debt is being issued to pay for.
- h. The Maximum Debt Mill Levy Imposition Term, providing an understanding of the duration for which the property will be taxed to pay off Debt.
- i. A description of what the Operations and Maintenance Mill Levy is, pays for, and the duration that the property will be taxed to pay for the eligible Operations and Maintenance Mill Levy expenses.
- j. Any and all Fees currently imposed on each residential property for each year the District is in existence.
- k. Any additional information required by the Colorado Revised Statutes, including without limitation C.R.S. § 38-35.7-110, as amended from time to time.

The District will use reasonable efforts and due diligence to cause each developer and home builder to require that each home buyer is asked to acknowledge receipt of such notice of disclosure at the time of entering into the purchase contract.

3. To ensure that potential residential buyers are educated about the District, the District will provide the information identified in Section X.2 above to the developer or home builders for prominent display at all sales offices, and by inspecting the sales offices within the District Boundaries on a quarterly basis to assure the information provided is accurate and prominently displayed.

4. The District shall provide annual notice to all eligible electors of the District, in accordance with Section 32-1-809, C.R.S. In addition, the District shall record a District public disclosure document and a map of the District boundaries with the Clerk and Recorder of each County in which District property is located, in accordance with Section 32-1-104.8, C.R.S. The District shall use reasonable efforts to ensure that copies of the annual notice, public disclosure document and map of the District boundaries are provided to potential purchasers of real property within the District as part of the seller's required property disclosures.

5. All special and regular District meetings shall be open to the public and shall be held at a location within the District boundaries, or virtually with participation via teleconference, webcast, video conference or other technological means. If a Board meeting is held virtually, the District shall provide information on the District website accessible to all residents on how to access and participate in the virtual meeting. If the District utilizes email to communicate with residents, the District shall also send notification of the virtual meeting by email. The District shall provide notification via the District website and, if applicable, email, at least ten (10) days prior to the virtual Board meeting. If the Board schedules a virtual special meeting that will be convened in fewer than ten (10) days, the District shall provide notification via the District website and, if applicable, email, as soon as possible after scheduling the special meeting.

XI. INTERGOVERNMENTAL AGREEMENT

The form of the intergovernmental agreement required by the City Code, relating to the limitations imposed on the District's activities, is attached hereto as **Exhibit E**. The District shall approve the intergovernmental agreement in the form attached as **Exhibit E** at its first Board meeting after approval of this Service Plan. Failure of the District to execute the intergovernmental agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The City Council shall approve the intergovernmental agreement in the form attached as **Exhibit E** at the public hearing approving the Service Plan.

XII. CONCLUSION

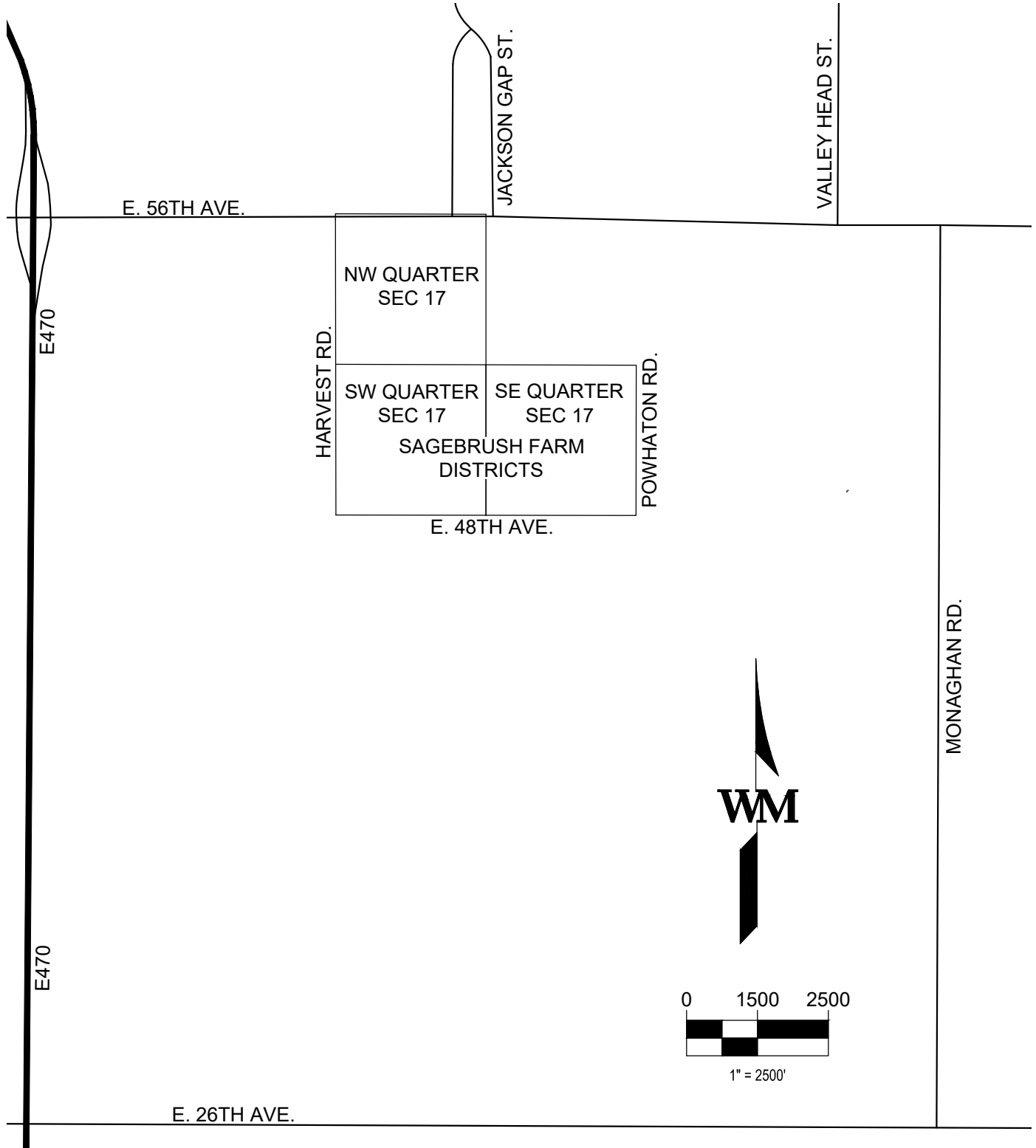
It is submitted that this Service Plan for the District, as required by Section 32-1-203(2), C.R.S., and Section 122-35 of the City Code, establishes that:

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

Aurora Vicinity Map

EXHIBIT A



900 south broadway suite 320 denver, co 80209 p 303.561.3333 waremalcomb.com WARE MALCOMB CIVIL ENGINEERING & SURVEYING	WM PROJECT NAME: SUN EMPIRE		SHEET 1 of 1
	JOB NO.: DCS21-4030	DATE : 01/04/2022	
	DRAWN: AJ	PA/PM: TS	SCALE: 1" = 2500'

EXHIBIT B

Legal Description of Initial District Boundaries and Initial District Boundary Map

SAGEBRUSH FARM METRO DISTRICT NO. 1

LGID 6545

LEGAL DESCRIPTION SAGEBRUSH FARM METRO DISTRICT NO. 1:

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF SECTION 17, THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 17, THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, EXCEPT THE NORTH 100 FEET CONVEYED TO THE CITY OF AURORA IN BOOK 3515 AT PAGE 939 AND BOOK 3515 AT PAGE 942 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 17 AND CONSIDERING THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 17 TO BEAR NORTH 89°47'28" WEST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE SOUTH 00°05'31" EAST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 17 A DISTANCE OF 100.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF EAST 56TH AVENUE AS DEDICATED BY BOOK 3515 AT PAGE 942 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER AND THE **POINT OF BEGINNING**;

THENCE SOUTH 89°47'28" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 729.73 FEET; THENCE SOUTH 00°12'32" WEST A DISTANCE OF 20.00 FEET; THENCE SOUTH 89°47'28" EAST A DISTANCE OF 41.50 FEET TO A POINT OF CURVATURE; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 08°54'35", A RADIUS OF 121.50 FEET, AN ARC LENGTH OF 18.89 FEET AND A CHORD THAT BEARS NORTH 04°19'58" WEST A DISTANCE OF 18.87 FEET; THENCE NORTH 00°07'19" EAST A DISTANCE OF 1.18 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE;

THENCE SOUTH 89°47'28" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 1,881.82 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER;

THENCE SOUTH 00°00'02" WEST ALONG SAID EAST LINE A DISTANCE OF 2,554.32 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 17;


THENCE SOUTH 00°00'02" WEST ALONG EAST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 2,653.95 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 17;

THENCE NORTH 89°53'00" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 2,645.86 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 17;

THENCE NORTH 00°01'58" WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 2,655.72 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 17;

THENCE NORTH 00°05'31" WEST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 17 A DISTANCE OF 2,556.83 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL CONTAINS AN AREA OF 13,796,430 SQUARE FEET, OR 316.722 ACRES, MORE OR LESS.

900 south broadway suite 320 denver, co 80209 p 303.561.3333 waremalcomb.com		PROJECT NAME: SAGEBRUSH FARM METRO DISTRICT NO. 1			1 OF 4
		JOB NO.: DCS21-4030	DATE : 02/14/2023		
		DRAWN: CD	PA/PM: JCS	SCALE: N/A	

SAGEBRUSH FARM METRO DISTRICT NO. 1

LGID 6545

THE LINEAL DISTANCE UNIT USED IN THE PREPARATION OF THIS LEGAL DESCRIPTION IS THE UNITED STATES SURVEY FOOT. 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, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, AND IS NOT 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 WM WARE MALCOMB CIVIL ENGINEERING & SURVEYING	PROJECT NAME: SAGEBRUSH FARM METRO DISTRICT NO. 1		<h1>2 OF 4</h1>
	JOB NO.: DCS21-4030	DATE : 02/14/2023	
	DRAWN: CD	PA/PM: JCS	

SAGEBRUSH FARM METRO DISTRICT NO. 1 MAP

LGID 6545

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S00°12'32"W	20.00'
L2	S89°47'28"E	41.50'
L3	N00°07'19"E	1.18'

CURVE TABLE					
CURVE #	DELTA	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	08°54'35"	121.50'	18.89'	N04°19'58"W	18.87'


900 south broadway suite 320 denver, co 80209 p 303.561.3333 waremalcomb.com		PROJECT NAME: SAGEBRUSH FARM METRO DISTRICT NO. 1			SHEET 4 OF 4
		JOB NO.: DCS21-4030	DATE : 02/14/2023		
		DRAWN: CD	PA/PM: JCS	SCALE: N/A	
CIVIL ENGINEERING & SURVEYING					

EXHIBIT C

Legal Description of Inclusion Area Boundaries and Inclusion Area Boundary Map

EXHIBIT C

A PARCEL OF LAND BEING THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 17 AND CONSIDERING THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 17 TO BEAR NORTH 89°53'06" WEST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO:

THENCE NORTH 89°53'06" WEST ALONG SAID SOUTH LINE A DISTANCE OF 2,645.96 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 17;

THENCE NORTH 00°00'07" EAST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 2,653.80 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 17;

THENCE SOUTH 89°50'26" EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 2,648.87 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 17;

THENCE SOUTH 00°03'53" WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 2,651.74 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL CONTAINS AN AREA OF 7,022,980 SQUARE FEET, OR 161.225 ACRES, MORE OR LESS.

THE LINEAL DISTANCE UNIT USED IN THE PREPARATION OF THIS LEGAL DESCRIPTION IS THE UNITED STATES SURVEY FOOT. THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY DEFINES THE UNITED STATES SURVEY FOOT AS 1200/3937 METERS.

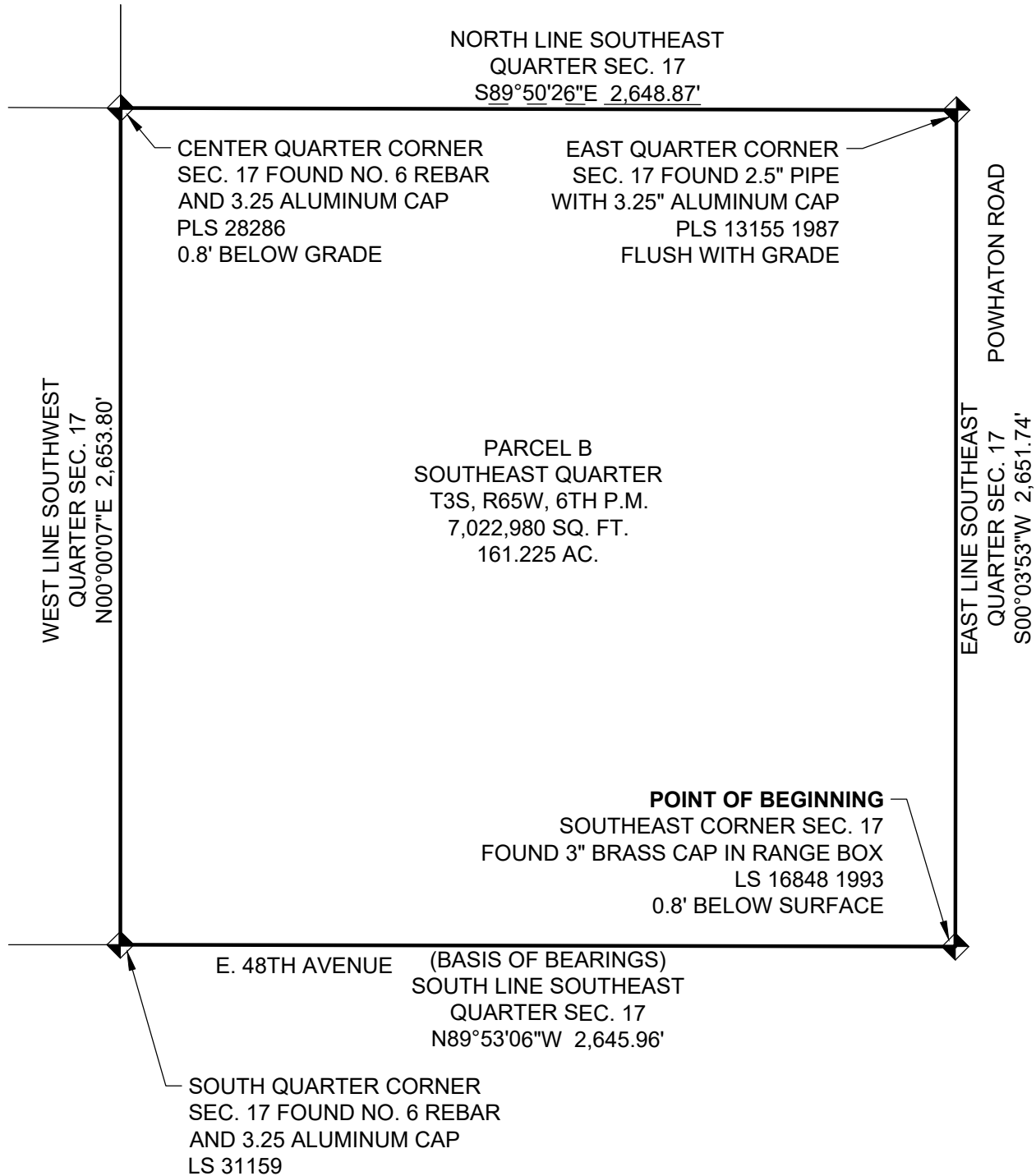
I, THOMAS D. STAAB, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING, IS BASED ON MY KNOWLEDGE, INFORMATION AND BELIEF, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, AND DOES NOT REPRESENT A GUARANTY OR WARRANTY, ETHER EXPRESSED OR IMPLIED.

THOMAS D. STAAB , P.L.S. 25965

FOR AND ON BEHALF OF WARE MALCOMB

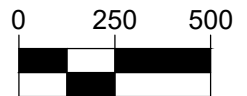
900 south broadway suite 320 denver, co 80209 p 303.561.3333 waremalcomb.com WM WARE MALCOMB	PROJECT NAME: SUN EMPIRE			SHEET 1 OF 2
	JOB NO.: DCS21-4030	DATE : 01/04/2022		
	DRAWN: AJ	PA/PM: TS	SCALE: NA	
CIVIL ENGINEERING & SURVEYING				

EXHIBIT C



NOTE:

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



SCALE: 1" = 500'
ORIGINAL GRAPHIC SCALE

900 south broadway suite 320 denver, co 80209 p 303.561.3333 waremalcomb.com WARE MALCOMB CIVIL ENGINEERING & SURVEYING	PROJECT NAME: SUN EMPIRE			SHEET
	JOB NO.: DCS21-4030	DATE : 01/04/2022		2 OF 2
	DRAWN: AJ	PA/PM: TS	SCALE: 1" = 500'	

EXHIBIT D

Notice of Special District Disclosure

ATTENTION HOMEBUYER: You are purchasing a home that is located within *[District name]* **Metropolitan District**. This District has the authority to issue bonds or other debt to pay for development improvements and levy taxes and fees on all properties within the District for debt repayment and ongoing operations and maintenance.

Name of District:	<i>[District name]</i> Metropolitan District
Contact Information for District:	
District Website:	
District Boundaries:	See attached map.
Purpose of the District:	Metropolitan district organized pursuant to C.R.S. § 32-1-101 et seq. The District was created to assist with the planning, design, acquisition, construction, installation, operation, maintenance, relocation, and financing of certain public improvements serving the <i>[project name]</i> located the City of Aurora, Colorado and described further in the District’s Service Plan. A copy of the District’s Service Plan can be found on the District’s website or by contacting the District at the District contact information above.
Authorized Types of District Taxes:	Debt Mill Levy and Operations and Maintenance Mill Levy These mill levies result in taxes you will owe to the District and are described further below.
District’s Total Debt Issuance Authorized per District’s Service Plan:	\$
District Improvements Financed by Debt:	The District intends to, or has already issued debt to pay for <i>[list major Public Improvement categories, and where appropriate identify specific improvements by name (i.e. specific roads, parks, etc.)]</i>
Maximum Debt Mill Levy that may be levied annually on properties within the District to pay back debt:	Maximum Debt Mill Levy: 50.000 Mills The Maximum Debt Mill Levy may adjust based on changes in the residential assessment ratio occurring after January 1, 2004. <i>[depending on service plan amendments, add info about the Board potentially being able to change the Debt Mill Levy]</i>
Ongoing Operations and Maintenance Services of the District:	The District intends to impose an Operations and Maintenance Mill Levy to pay for <i>[list eligible ongoing administration, operating and maintenance</i>

	<i>obligations]</i>
District Fees:	<i>[For transparency, District should indicate that the Board may choose to impose operations and maintenance fees in the future]</i>
Other Taxing Entities to which you will pay taxes to:	<i>[List all taxing entities and current mill levies within the District Boundaries as identified by the County Assessor]</i>

Sample Calculation of Taxes Owed for a Residential Property within the District:

Assumptions:

Average market value of home in District is \$ _____ Debt Mill Levy is 50 mills
 Operations and Maintenance Mill Levy is _____mills
Total Metropolitan District mill levies = 60 mills

Calculation of Metropolitan District Taxes:

\$ _____ x .0715 = \$ _____ (Assessed Valuation)
 \$ _____ x .060 mills = \$ _____ per year in taxes owed solely to the Metro District

Total Additional Mill Levies from Other Taxing Entities: _____ mills = \$ _____ annual taxes

TOTAL [YEAR] PROPERTY TAXES FOR A HOME COSTING \$ _____ = \$ _____

THIS ESTIMATE ONLY PROVIDES AN ILLUSTRATION OF THE AMOUNT OF THE NEW PROPERTY TAXES THAT MAY BE DUE AND OWING AFTER THE PROPERTY HAS BEEN REASSESSED AND, IN SOME INSTANCES, RECLASSIFIED AS RESIDENTIAL PROPERTY. THIS ESTIMATE IS NOT A STATEMENT OF THE ACTUAL AND FUTURE TAXES THAT MAY BE DUE. FIRST YEAR PROPERTY TAXES MAY BE BASED ON A PREVIOUS YEAR'S TAX CLASSIFICATION, WHICH MAY NOT INCLUDE THE FULL VALUE OF THE PROPERTY AND, CONSEQUENTLY, TAXES MAY BE HIGHER IN SUBSEQUENT YEARS. A SELLER HAS COMPLIED WITH THIS DISCLOSURE STATEMENT AS LONG AS THE DISCLOSURE IS BASED UPON A GOOD-FAITH EFFORT TO PROVIDE ACCURATE ESTIMATES AND INFORMATION.

ACKNOWLEDGED AND AGREED TO BY BUYER:

Name: _____

Date: _____

EXHIBIT E

Intergovernmental Agreement between the District and Aurora

**SECOND AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT
BETWEEN**

**THE CITY OF AURORA, COLORADO
AND
SAGEBRUSH FARM METROPOLITAN DISTRICT NO. 1**

THIS SECOND AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT (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 SAGEBRUSH FARM METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”). The City and the District are collectively referred to as the Parties.

RECITALS

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

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

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this 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. Definitions. Unless specifically defined herein, all defined terms used in this Agreement shall have the definitions provided in the Service Plan.

2. Operations and Maintenance. The District shall dedicate the Public Improvements (as defined in the Service Plan) to the City or other appropriate jurisdiction or owners’ association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The District shall not be authorized to operate and maintain any part or all of the Public Improvements, other than park and recreation improvements, unless the provision of such operation and maintenance is pursuant to an intergovernmental agreement with the City.

The District shall be authorized, but not obligated to, operate and maintain park and recreation improvements without any intergovernmental agreement with the City, provided that any Fee imposed by the District for access to such park and recreation improvements shall not result in Non-District City residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the District. However, the District

shall be entitled to impose an administrative fee as necessary to cover additional expenses associated with Non-District City residents to ensure that such costs are not the responsibility of District residents. All such Fees shall be based upon the District's determination that such Fees do not exceed reasonable annual market fee for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the Districts shall be open to the general public and Non-District City residents, subject to the rules and regulations of the District as adopted from time to time. Trails which are interconnected with a city or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the District.

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

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

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

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

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

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

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

Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

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

9. Overlap Limitation. The District shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the 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.

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

11. Total Debt Issuance. The District shall not issue Debt in excess of Three Hundred Forty Million Dollars (\$340,000,000) in the aggregate; provided, however, that any Debt issued by the District for ARI Regional Improvements shall not be included within this limitation and shall be subject to the limitations set forth in Section VI of the Service Plan.

12. Fee Limitation. The District may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the District.

13. Debt Issuance Limitation. The District shall not be authorized to incur any indebtedness until such time as the District has approved and executed the IGA and approved the imposition of the Aurora Regional Improvement Mill Levy (as defined in the Service Plan) upon all taxable property located within the boundaries of the District.

14. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the District without any limitation.

15. Consolidation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City.

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

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

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

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

17. Website. When a district is required to have a website in accordance with the requirements of C.R.S. Section 32-1- 104.5, the District shall establish, maintain and annually update a public website or provide information on a shared community website, on which the District will timely post all information and documents required by C.R.S. § 32-1- 104.5.

18. Dissolution. Upon an independent determination of the City Council by resolution that the purposes for which the District was created have been accomplished, and the City is satisfied that the City will not be responsible for any obligations formerly provided by the District, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

19. Disclosure to Purchasers. The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District’s authority to impose and collect rates, Fees, tolls and charges. The notice shall conform with the City’s standard model disclosure attached as **Exhibit D** to the Service Plan as may be amended from time to time. The City shall be provided a copy of the notice prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

20. Service Plan Amendment Requirement. Actions of the District which violate the limitations set forth in V.A.1-14 or VII.B-G of the Service Plan shall be deemed to be material modifications to the Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

21. 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.

22. Regional Improvements. The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements incurred as a result of 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 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 District's boundaries is included within a different district organized under the Special District Act, or a General Improvement District organized under Section 31-25-601, et seq., C.R.S., or Business Improvement District organized under Section 31-25-1201, et seq., C.R.S., which other district has been organized to fund a part or all of the Regional Improvements.

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

(a) For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 of the Service Plan; subject to the Mill Levy Adjustment.

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

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

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

The Maximum Debt Mill Levy shall not apply to the District's Operations and Maintenance Mill Levy for the provision of operation and maintenance services to the District's taxpayers and service users.

24. Maximum Debt Mill Levy Imposition Term. The District shall have the authority to impose the ARI Mill Levy for the terms as set forth in Section VI of the 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. The ARI Mill Levy and the Operations and Maintenance Mill Levy are not limited by the Maximum Debt Mill Levy Imposition Term.

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

To the District: McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, CO 80203
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.

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

27. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

28. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

29. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

30. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

31. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

32. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

33. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

34. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

35. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

36. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

**SIGNATURE PAGE TO SECOND AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT**

SAGEBRUSH FARM METROPOLITAN
DISTRICT NO. 1

By: Randy Danielson
President

Attest:

Lisa Jacoby
Secretary

CITY OF AURORA, COLORADO

By: _____
MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

BRIAN J. RULLA, Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: Front Range Airpark Metropolitan District Nos 1-5 Service Plan Approval (Resolution)
Item Initiator: Michael Kerrigan, Special District Administrator, Office of Development Assistance
Staff Source/Legal Source: Michael Kerrigan, Special District Administrator, Office of Development Assistance/ Brian Rulla, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 6.0--Provide a well-managed and financially strong City

COUNCIL MEETING DATES:

Study Session: 7/8/2024

Regular Meeting: 7/22/2024

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

Item requires a Public Hearing: Yes No

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

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

Michael Kerrigan, Special District Administrator, Office of Development Assistance/ Brian Rulla, Assistant City Attorney

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

- Approve Item and Move Forward to Study Session Approve Item as Proposed at Study Session
- Approve Item and Move Forward to Regular Meeting Approve Item as Proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Management & Finance

Policy Committee Date: 6/25/2024

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

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

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

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

- Maximum debt mill levy of 50 mills (Gallagher adjusted)
- Maximum term for debt repayment of 40 years
- Agreement to impose the Aurora Regional Improvements (ARI) mill levy.

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

The proposed Front Range Airpark Metropolitan District Nos. 1-5 (the “Districts”) encompasses the property generally located at the northwest corner of East 56th Avenue and Imboden Road, east of the future Watkins Road and south of the future East 64th Avenue in the City. The Districts include approximately 656 acres of entirely commercial property, all of which are located entirely within the boundaries of the City. The Districts are being proposed to have the authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, and maintenance of the public improvements necessary to develop the site. Although no development plans have been submitted to the City, current plans for the development are estimated to contain approximately 8.8 million square feet of commercial, office, and retail development and 1,050 hotel rooms. The Districts intend to achieve a formation election in November of 2024.

The Service Plan for the Districts is attached and follows the City’s current model service plan.

FISCAL IMPACT

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

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

REVENUE IMPACT

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

N/A

BUDGETED EXPENDITURE IMPACT

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does the Council wish to move this item to the July 22, 2024 Regular 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.) (Nulla)

RESOLUTION NO. R2024-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO,
APPROVING THE SERVICE PLAN FOR FRONT RANGE AIRPARK 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 Front Range Airpark Metropolitan District Nos. 1-5 (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 District, 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 _____, 2024.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

 RLA

BRIAN J. RULLA, Assistant City Attorney



David S. O’Leary
Direct Dial: 303-839-3952
doleary@spencerfane.com

File No. 5516609-0012

May 31, 2024

VIA EMAIL

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

Re: Service Plan Submission – Front Range Airpark Metropolitan District Nos. 1-5

To Whom It May Concern:

This office represents Chelsea Investments, LLC. They have requested that we prepare and submit the enclosed proposed Service Plan and associated documents for the proposed Front Range Airpark Metropolitan District Nos. 1-5. Per the City’s standards, we are also providing the application fee of \$4,985 under separate cover from the Petitioner/Owner.

Per the 2024 Submittal Instructions, please find relevant information about the Districts and the proposed Service Plan:

Districts Names Front Range Airpark Metropolitan District Nos. 1-5

Contact Information

District Counsel David O’Leary
Spencer Fane LLP
1700 Lincoln Street, Suite 2000
Denver, Colorado 80203

Petitioner/Owner Leah Ramsey
Chelsea Investments, LLC
5700 S. Quebec Street, Suite 102
Greenwood Village, CO 80111

Form of Service Plan Multiple District Single Service Plan

Type of Development Commercial

**Status of Aurora
Development Review
Process** In Process

Cesarina Dancy
Acting Manager, Office of Development Assistance
City of Aurora
Page 2

Justification of Request This request is satisfies Section 32-1-203(2), C.R.S., and Section 122-35 of the City Code. The Front Range Airpark Metropolitan District Nos. 1-5 Service Plan will serve the best interests of the taxpayers, property owners, and property development within the project area; minimize non-interested party obligations; and maximize both development and absorption within the Districts and the City without delays in development. The formation of the Districts will allow for financing and development to pay for only those improvements and costs that directly benefit the property within the Districts.

Statement Certifying Compliance with Aurora Model Service Plan The Front Range Airpark Metropolitan District Nos. 1-5 Service Plan is an exact copy of the appropriate Aurora model service plan and any and all changes from the model are clearly identified.

Statement on the Debt Limit The debt limits reported in Sections V.A.10. (Total Debt Issuance Limitation) and VII.A. (Financial Plan – General) DO NOT include any debt associated with regional improvements as described in the last sentence of VI.C.

Any Special Requests None

Enclosed with this transmittal letter is a summary table identifying each District and key financial date of each District.

Please let us know how else we may be of assistance to the City in the review of the proposed Service Plan. We look forward to working with you.

Respectfully,
Spencer Fane LLP

s/ David S. O'Leary

David S. O'Leary

Enclosure

Summary Table

Name of District	Public Improvements	Debt Limit	Debt Limit include ARI?	ARI Debt Limit	Total Debt Capacity	Organizing and Operating Reimbursement	1st year Operating & Maintenance Costs
Front Range Airpark Metropolitan District No. 1	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	\$634,835,344 (Combined for all Districts)	No	\$100,000,000	\$734,835,344	\$100,000 (Combined for all Districts)	\$75,000 (Combined for all Districts)

	from the zoning on the property in the Service Area and is approximately One Hundred Ninety-Four Million Three Hundred Forty-One Thousand Dollars (\$194,341,000).						
Front Range Airpark Metropolitan District No. 2	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	\$634,835,344 (Combined for all Districts)	No	\$100,000,000	\$734,835,344	\$100,000 (Combined for all Districts)	\$75,000 (Combined for all Districts)

	a preliminary engineering survey and estimates derived from the zoning on the property in the Service Area and is approximately One Hundred Ninety-Four Million Three Hundred Forty-One Thousand Dollars (\$194,341,000).						
Front Range Airpark Metropolitan District No. 3	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,	\$634,835,344 (Combined for all Districts)	No	\$100,000,000	\$734,835,344	\$100,000 (Combined for all Districts)	\$75,000 (Combined for all Districts)

	maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the Service Area and is approximately One Hundred Ninety-Four Million Three Hundred Forty-One Thousand Dollars (\$194,341,000).						
Front Range Airpark Metropolitan District No. 4	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,	\$634,835,344 (Combined for all Districts)	No	\$100,000,000	\$734,835,344	\$100,000 (Combined for all Districts)	\$75,000 (Combined for all Districts)

	constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the Service Area and is approximately One Hundred Ninety-Four Million Three Hundred Forty-One Thousand Dollars (\$194,341,000).						
Front Range Airpark Metropolitan District No. 5	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	\$634,835,344 (Combined for all Districts)	No	\$100,000,000	\$734,835,344	\$100,000 (Combined for all Districts)	\$75,000 (Combined for all Districts)

	<p>Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the Service Area and is approximately One Hundred Ninety-Four Million Three Hundred Forty-One Thousand Dollars (\$194,341,000).</p>						
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Memorandum

To: City Council of the City of Aurora, Colorado
City Planning Department
City Attorney's Office

From: David S. O'Leary, Esq. and Brenden Desmond, Esq.

Re: Executive Summary for the Proposed Front Range Airpark Metropolitan District
Nos. 1-5 Service Plan

Date: May 31, 2024

The proposed Front Range Airpark Metropolitan District Nos. 1-5 (the "Districts") encompasses the property generally located at the northwest corner of East 56th Avenue and Imboden Road, east of the future Watkins Road and south of the future East 64th Avenue in the City of Aurora, Colorado, and includes approximately 656.0341 acres of commercial property, all of which are located entirely within the boundaries of the City of Aurora, Colorado (the "City"). The Districts are proposed to provide services and powers provided for metropolitan districts authorized by the Special District Act, under Title 32, C.R.S. and provided within similar districts within the City, for consideration on the next possible public hearing of the City Council (the "Council") to meet the requirements of a formation election in November 2024.

The owner and developer of the property is Chelsea Investments, LLC. The Developer assembled construction cost estimates in consultation with Kimley Horn, the District's Engineer, who has experience in the costing and construction of similar facilities working in conjunction with THK regarding projections and market analysis for the project.

Chelsea Investments, LLC, has recently entered into a Purchase and Sale Agreement to sell the property to a third party. The Buyer's representatives will make up the initial District Boards of Directors and develop the area per the City's approved development plans. The proposed Districts will help pay for and structure the financing of public improvements to assist in the project's development and will help absorb commercial property into the City's tax base.

The Consolidated Service Plan will provide for five (5) Districts, with District No. 1 as a coordinating district, which is intended to coordinate the financing, operations, and administration of the development in cooperation with all of the Districts. Generally, it is intended that District Nos. 2, 3, 4 and 5 are proposed to contain commercial development and the amenities and common areas and public improvements for the project. There may be some cross-over between Districts 2-5 depending upon approved development plans for each phase of the proposed development,

needs of certain areas, and non-residential use development approvals. All property within the Districts has been annexed to and located within the boundaries of the City, and all development will be in accordance with approved development plans of the City, which have not yet been submitted or processed.

Background on the Project:

- Approximately 656.0341 acres of commercial property within the City.
- Completion of on- and off-site public improvements including, but not limited to, on- and off-site streets, roadway, storm drainage, water and sanitary sewer, landscaping, and park and recreation improvements estimated in the amount of \$194,341,000 (infrastructure costs of \$155,472,614 with a 25% contingency), which will be updated based on the City's Approved Development Plans.
- Current plans are estimated to contain anticipated development of approximately 8,867,00 square feet of multi-use commercial, office, and retail development and 1,050 hotel rooms. There are other projected uses and development which could affect the proposed public and private improvements and construction estimated for the site which could increase both the development and infrastructure needs for the property. The development plans for the property may change, and would be developed only in accordance with development plans processed and approved by the City.
- There are no residents within the Districts' boundaries, and no debt has been issued.
- Front Range Airpark Metropolitan District Nos. 1-5 shall develop and finance its own property.
- Formation Election after approval of the Service Plan in November 2024, including a TABOR or debt election.

Major Service Plan Points for Front Range Airpark Metropolitan District Nos. 1-5:

- While the initial overall boundaries of the Districts are known, the boundaries of the individual Districts will be decided at a later date based on the development plan and phasing plan, which have not yet been approved or decided.
- The Service Plan's forecast for a potential financial model that was created for demonstrative purposes was run at 50 mills, allowing for financing in the total amount of approximately \$417,865,175 in bond proceeds with potential changes in the future based upon development changes and additional development within the proposed Districts. This estimate is based upon a financial report and market analysis provided to the Developer based upon current development plans and similar projects in the state, which, if realized, would demonstrate the

financial feasibility of issuing and paying the proposed debt projections provided by a municipal bond underwriting and advisory firm. Such a forecast is only an example of what might be done and is intended to show the capacity of the Districts to issue debt using current projections and assumptions. As such, the dates, mill levies, valuations, amount of the bond proceeds, and revenues may differ when debt is issued, and the forecast will not be binding on the Districts as long as the debt falls within the restrictions in the text of the Service Plan.

- The Service Plan financing plan is based on an estimated assessed value (in 2024 dollars) at full build-out of approximately \$488,913,473 in 2038 based upon current assumptions and projections provided in the attached proposed financing plan.
- The Service Plan allows for public improvements that need additional financing from the Districts to be completed.
- The Service Plan will outline the Districts' debt and is proposed to be issued in one or more series of bond issuances to allow for financing of constructed infrastructure and expedient completion of the Development.
- The Maximum Debt Mill Levy of 50 mills per the Model Service Plan.
- The Service Plan requests a Debt Authorization of \$634,835,344, which allows for contingencies and financing variations based on changes to construction costs, development build-out, project absorption, or differential mill levies based on market sensitivities. The project is estimated to allow adequate debt revenue to discharge the Districts' debt.
- Following the Model Service Plan, the proposed Service Plan includes a maximum voted interest rate of 18% and a maximum underwriting discount of 5%.
- The proposed Service Plan provides the Districts the powers allowed by the Special District Act and is consistent with other metropolitan districts within the City.
- Includes an IGA with the City implementing the Service Plan restrictions.

General Summary of the Service Plan information and exhibits:

1. The assumptions on which the Service Plan is based reflect the existing zoning for the property within the proposed Districts. The cost estimates and Financing Plan are sufficiently flexible to enable the Districts to provide necessary services and facilities within the limitations of the Service Plan.
2. Modifications of the proposed configuration of improvements and scheduling of construction of such improvements, as well as the locations and dimensions of various

facilities and improvements, shall be permitted to accommodate development needs consistent with zoning and future development approvals for the property, but they shall always be subject to the City's approved development plans.

3. Use a Multiple District structure for coordinated financing of on- and off-site public improvements in accordance with Part 2 of the Special District Act (§§ 32-1-201, et seq., C.R.S.), which defines the powers and authorities of and limitations and restrictions on the Districts. Using a consolidated Service Plan assures proper coordination of the powers and authorities of the independent Districts and will help avoid confusion regarding the separate but coordinated purposes of the Districts, which could arise if separate service plans were used.
4. There are no current residents within the proposed Districts.
5. The mill levies, interest rate, and underwriting limitations in the Service Plan are consistent with the present City-imposed limitations and other service plans approved by the City and reflect the most recent language and structure of the City of Aurora's model Service Plan.
6. The internal boundaries of the Districts may be adjusted between the Districts and within the overall Project Area depending on development phasing and bond financing requirements, but the external boundaries of the entire project will not be modified without Council approval.
7. The Districts are authorized to undertake public improvements approved by the City via the Service Plan as necessary to develop the public infrastructure for the project, subject to site plan and planning department plan approvals.
8. Annual Reports to the City will be provided as required by the City Code or pursuant to an IGA and/or Colorado Statutes.

The Districts and this Consolidated Service Plan will provide services and powers for metropolitan districts authorized by the Special District Act, pursuant to Title 32, C.R.S., and provided within similar districts within the City. All development will be subject to further approvals from the City, and any infrastructure construction will require approved development plans and further review by the City. This Service Plan will serve the best interests of the taxpayers, property owners, and property development within the development and all subdivisions within the Districts' boundaries, minimize non-interested party obligations and maximize both development and absorption without delays in development. The Districts will finance and pay for only those improvements and costs that benefit the property owners, constituents, and end users of District infrastructure, facilities, or services financed or provided by the Districts. We look forward to working with the City on this matter.

**SERVICE PLAN
FOR
FRONT RANGE AIRPARK METROPOLITAN DISTRICT NOS. 1-5
CITY OF AURORA, COLORADO**

Prepared

by

SPENCER FANE LLP
1700 LINCOLN STREET, SUITE 2000
DENVER, COLORADO 80203

May 31, 2024

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LIST OF EXHIBITS

EXHIBIT A	Legal Descriptions
EXHIBIT B	Aurora Vicinity Map
EXHIBIT C	Districts Boundary Map
EXHIBIT D	Notice of Special District Disclosure
EXHIBIT E	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:

Agreed Upon Procedures Engagement: means an attestation engagement in which a certified public accountant performs specific procedures on subject matter and reports the findings without providing an opinion or conclusion. The subject matter may be financial or nonfinancial information. Because the needs of an engaging party vary, the nature, timing, and extent of the procedures may vary, as well.

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

ARI or Regional Improvements: means Aurora Regional Improvements.

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

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

ARI Master Plan: means one or more 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.

C.R.S.: means the Colorado Revised Statutes, as the same may be amended from time to time.

District: means any one of the Front Range Airpark Metropolitan District Nos. 1 through 5.

District No. 1: means the Front Range Airpark Metropolitan District No. 1.

District No. 2: means the Front Range Airpark Metropolitan District No. 2.

District No. 3: means the Front Range Airpark Metropolitan District No. 3.

District No. 4: means the Front Range Airpark Metropolitan District No. 4.

District No. 5: means the Front Range Airpark 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.

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.

Operations and Maintenance Mill Levy: means the mill levy the Districts project to impose for payment of administration, operations, and maintenance costs as set forth in the Financial Plan in Section VII below.

Operating District: means District No. 1.

Project: means the development or property commonly referred to as Front Range Airpark.

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.

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 Six Hundred Fifty-Six and Three Hundred Forty-One Ten Thousandths (656.0341) acres and the total area proposed to be included in the Inclusion Area Boundaries is approximately Zero (0.00) 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 Six Hundred Fifty-Six and Three Hundred Forty-One Ten Thousandths (656.0341) 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 commercial area of the Districts at build-out is estimated to be approximately 1,050 hotel rooms and 8,867,000 square feet of industrial, office, retail space, and other commercial uses.

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. Any power or authority granted to the board of county commissioners pursuant to the Special District Act shall be deemed to be granted to the City Council without reservation or limitation.

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 not be authorized to operate and maintain any part or all of the Public Improvements, other than park and recreation improvements, unless the provision of such operation and maintenance is pursuant to an intergovernmental agreement with the City. The Districts shall be authorized, but not obligated to, operate and maintain park and recreation improvements without any intergovernmental agreement with the City, provided that any Fee imposed by the Districts for access to such park and recreation improvements shall not result in Non-District Aurora residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the Districts. However, the Districts shall be entitled to impose an administrative Fee as necessary to cover additional expenses associated with Non-District Aurora residents to ensure that such costs are not the responsibility of 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 Six Hundred Thirty-Four Million Eight Hundred Thirty-Five Thousand Three Hundred Forty-Four Dollars (\$634,835,344) in the aggregate; provided however, that any Debt issued by the Districts for Regional Improvements shall not be included within this limitation and shall be subject to the limitations set forth in Section VI.

11. Fee Limitation. Each of the Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

12. Monies from Other Governmental Sources. The Districts shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the Districts without any limitation.

13. Consolidation Limitation. District Nos. 1-5 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. 1-5.

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. Website. When a district is required to have a website in accordance with the requirements of C.R.S. Section 32-1- 104.5, the District shall establish, maintain and annually update a public website or provide information on a shared community website, on which the District will timely post all information and documents required by C.R.S. § 32-1- 104.5.

16. Service Plan Amendment Requirement. This Service Plan has been designed with sufficient flexibility to enable the Districts to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the Districts which violate the limitations set forth in Sections V.A.1-15 above or in Section VII.B-G shall be deemed to be material modifications to this 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 an estimated One Hundred Ninety-Four Million Three Hundred Forty-One Thousand Dollars (\$194,341,000).

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 One Hundred Million Dollars (\$100,000,000.00) pursuant to agreements as described in VI.A, B, or C above. Such limit is not subject to the Total Debt Issuance Limitation described in section VII below.

VII. FINANCIAL PLAN

A. General.

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from their revenues and by and through the proceeds of Debt to be issued by the Districts. The Financial Plan for the Districts shall be to issue such Debt as the Districts can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy, Fees and other legally available revenues. The total Debt that the Districts shall be permitted to issue shall not exceed Six Hundred Thirty-Four Million Eight Hundred Thirty-Five Thousand Three Hundred Forty-Four Dollars (\$634,835,344) (exclusive of Debt issued for Regional Improvements described in Section VI above) 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.

The Maximum Debt Mill Levy shall not apply to the District's Operations and Maintenance Mill Levy for the provision of operation and maintenance services to the District's taxpayers and service users as set for in Section VII.I below.

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 Thousand Dollars (\$100,000.00), 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 Seventy-Five Thousand Dollars (\$75,000) 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 Operations and Maintenance Mill Levy as necessary for provision of operation and maintenance services to their taxpayers and service users.

J. Agreed Upon Procedures Examination.

For districts with property within their boundaries developed with any residential uses, at such time that a majority of Board of Directors of the District are residents of the district, the district is encouraged to engage the services of a certified public accountant for an Agreed Upon Procedures Engagement. The Board of Directors, in its discretion, will set the scope and the procedures for the engagement.

VIII. ANNUAL REPORT

A. General.

Each of the Districts shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued. The annual report shall include all information required pursuant to the Special District Act.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the 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 final assessed valuation of the Districts as of December 31 of the reporting year.
8. Current year budget including a description of the Public Improvements to be constructed in such year.
9. Audit of the Districts financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.
10. Notice of any uncured events of default by the 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.
12. A copy of any intergovernmental agreements entered into by the Districts since the filing of the last annual report.

IX. DISSOLUTION

Upon an independent determination of the City Council by resolution that the purposes for which the Districts were created have been accomplished and the City is satisfied that the City will not be responsible for any obligations formerly provided by the Districts, the Districts agree to file petitions in the appropriate District Court for dissolution, pursuant to the applicable

State statutes. In no event shall a dissolution occur until the Districts have provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

X. DISCLOSURE NOTICES AND MEETINGS

1. The District will provide the City with written notice of the date of hearing on its petition for organization filed with the district court.

2. The Districts will use reasonable efforts and due diligence to cause each developer and home builder to provide written notice of disclosure to all initial purchasers of property in the Districts that describes the general purpose of the district and financial impact on each residential property at the time of entering into the purchase contract. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy. The form of notice shall be substantially in the form of **Exhibit D** attached hereto; provided that such notice may be modified by the District so long as a new notice is submitted to and approved by the City prior to using such modified notice. Any modified notice will be expected to provide the following information:

- a. General description and purpose(s) of the District.
- b. Contact information for the District.
- c. Website address for the District (once established per Section V.A.15).
- d. District boundary map showing all lots within the District.
- e. The Maximum Debt Mill Levy that may be imposed on the residential property for each year the District is in existence and a calculation of the associated taxes that the homeowner will pay.
- f. List of all other taxing entities within the District boundaries and their current mill levies and associated taxes.
- g. The District's Total Debt Issuance Limitation and a description of the Public Improvements that the District Debt is being issued to pay for.
- h. The Maximum Debt Mill Levy Imposition Term, providing an understanding of the duration for which the property will be taxed to pay off Debt.
- i. A description of what the Operations and Maintenance Mill Levy is, pays for, and the duration that the property will be taxed to pay for the eligible Operations and Maintenance Mill Levy expenses.
- j. Any and all Fees currently imposed on each residential property for each year the District is in existence.
- k. Any additional information required by the Colorado Revised Statutes, including without limitation C.R.S. § 38-35.7-110, as amended from time to time.

The District will use reasonable efforts and due diligence to cause each developer and home builder to require that each home buyer is asked to acknowledge receipt of such notice of disclosure at the time of entering into the

purchase contract.

3. To ensure that potential residential buyers are educated about the District, the District will provide the information identified in Section X.2 above to the developer or home builders for prominent display at all sales offices, and by inspecting the sales offices within the District Boundaries on a quarterly basis to assure the information provided is accurate and prominently displayed.

4. The District shall provide annual notice to all eligible electors of the District, in accordance with Section 32-1-809, C.R.S. In addition, the District shall record a District public disclosure document and a map of the District boundaries with the Clerk and Recorder of each County in which District property is located, in accordance with Section 32-1-104.8, C.R.S. The District shall use reasonable efforts to ensure that copies of the annual notice, public disclosure document and map of the District boundaries are provided to potential purchasers of real property within the District as part of the seller's required property disclosures.

5. All special and regular District meetings shall be open to the public and shall be held at a location within the District boundaries, or virtually with participation via teleconference, webcast, video conference or other technological means. If a Board meeting is held virtually, the District shall provide information on the District website accessible to all residents on how to access and participate in the virtual meeting. If the District utilizes email to communicate with residents, the District shall also send notification of the virtual meeting by email. The District shall provide notification via the District website and, if applicable, email, at least ten (10) days prior to the virtual Board meeting. If the Board schedules a virtual special meeting that will be convened in fewer than ten (10) days, the District shall provide notification via the District website and, if applicable, email, as soon as possible after scheduling the special meeting.

XI. INTERGOVERNMENTAL AGREEMENT

The form of the intergovernmental agreement required by the City Code, relating to the limitations imposed on the Districts' activities, is attached hereto as **Exhibit E**. The Districts shall approve the intergovernmental agreement in the form attached as **Exhibit E** at their first Board meeting after 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 E** 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.

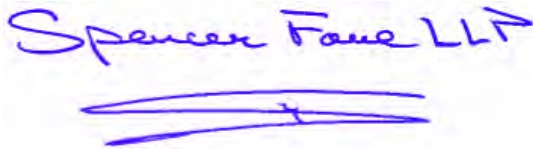
7. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the City Code.

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 31st day of May, 2024.

SPENCER FANE LLP



By: _____
Attorneys for the Proponents of the Districts

EXHIBIT A

Legal Descriptions

Legal Description

(PROVIDED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY)
DEED RECORDED ON 03/28/2000 AT REC. NO. C0654161

SECTION 7, TOWNSHIP 3 SOUTH,
RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO.

BEING MORE PARTICULARLY DESCRIBED AS:

A PARCEL OF LAND LOCATED IN SECTION 7, TOWNSHIP 3 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE NORTH LINE OF NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 64 WEST, TO BEAR N89°45'32"E, A DISTANCE OF 2641.13 FEET BETWEEN THE NORTH 1/4 CORNER, SEC 7, T3S, R64W, BEING A FOUND 2 1/2" PIPE WITH 3 1/4" ALUMINUM CAP, STAMPED "ALPHA ENGINEERING SURVEY MONUMENT 1/4 6]7 T3S R64W LS 12330 DO NOT DISTURB" (AS PER MON REC DATED OCTOBER 31, 2018) AND THE NORTHEAST CORNER, SEC 7, T3S, R64W, BEING A FOUND 2 1/2" PIPE WITH 3 1/4" ALUMINUM CAP, STAMPED "LAMP RYNEARSON T3S R64W S6]S5]S7]S8 2018 PLS 38318" (AS PER MON REC DATED OCTOBER 31, 2018), WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT SAID NORTHEAST CORNER OF SAID SECTION 7, THENCE SOUTH 01°16'01" EAST, A DISTANCE OF 2646.78 FEET TO THE EAST QUARTER CORNER OF SECTION 7; THENCE SOUTH 01°16'16" EAST, A DISTANCE OF 2644.22 FEET TO THE SOUTHEAST CORNER OF SECTION 7; THENCE SOUTH 89°52'54" WEST, A DISTANCE OF 2639.95 FEET TO THE SOUTH QUARTER CORNER OF SECTION 7; THENCE SOUTH 89°52'51" WEST, A DISTANCE OF 2811.61 FEET TO THE SOUTHWEST CORNER OF SECTION 7; THENCE NORTH 00°27'36" WEST, A DISTANCE OF 2639.09 FEET TO THE WEST QUARTER CORNER OF SECTION 7; THENCE NORTH 00°26'52" WEST, A DISTANCE OF 2639.29 FEET TO THE NORTHWEST CORNER OF SECTION 7; THENCE NORTH 89°45'20" EAST, A DISTANCE OF 2735.10 FEET TO THE NORTH QUARTER CORNER OF SECTION 7; THENCE NORTH 89°45'32" EAST, A DISTANCE OF 2641.13 FEET TO THE NORTHEAST CORNER OF SECTION 7 AND THE POINT OF COMMENCEMENT.

SAID PARCEL CONTAINING 28,608,653 SQ.FT. OR 656.76 ACRES, MORE OR LESS.

EXHIBIT B

Aurora Vicinity Map

Aurora, Colorado 56th & Imboden Road

Vicinity Map: Public Street Network



EXHIBIT C

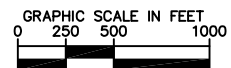
Districts Boundary Map

FUTURE 64TH AVENUE (144' R.O.W.)

FUTURE WATKINS ROAD (144' R.O.W.)

IMBODEN ROAD (144' R.O.W.)

56TH AVENUE (144' R.O.W.)



FRONT RANGE AIRPARK

DRAWN BY: JHZ | SCALE: 1"=500'

CK'D BY: KEW | DATE: 04/25/2024

DISTRICT BOUNDARY MAP

Kimley»Horn

2024 KIMLEY-HORN AND ASSOCIATES, INC.
6200 SOUTH SYRACUSE WAY, SUITE 300
GREENWOOD VILLAGE, CO 80111
PHONE: 303-228-2300

EXHIBIT D

Notice of Special District Disclosure

ATTENTION HOMEBUYER: You are purchasing a home that is located within *Front Range Airpark Metropolitan District Nos. 1-5*. This District has the authority to issue bonds or other debt to pay for development improvements and levy taxes and fees on all properties within the District for debt repayment and ongoing operations and maintenance.

Name of District:	Front Range Airpark Metropolitan District Nos. 1-5
Contact Information for District:	Spencer Fane LLP 1700 Lincoln Street, Suite 2000 Denver, CO 80203
District Website:	fronrangeairparkmd.com (subject to availability)
District Boundaries:	See attached map.
Purpose of the District:	No Residential Development Proposed.

EXHIBIT E

Intergovernmental Agreement between the Districts and Aurora

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF AURORA, COLORADO,

AND FRONT RANGE AIRPARK METROPOLITAN DISTRICT NOS. 1-5

THIS AGREEMENT is made and entered into as of this ___ day of _____, 2024, by and between the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado (“City”), and FRONT RANGE AIRPARK METROPOLITAN DISTRICT NO. 1, FRONT RANGE AIRPARK METROPOLITAN DISTRICT NO. 2 and FRONT RANGE AIRPARK METROPOLITAN DISTRICT NO. 3, FRONT RANGE AIRPARK METROPOLITAN DISTRICT NO. 4 AND FRONT RANGE AIRPARK METROPOLITAN DISTRICT NO. 5, quasi-municipal corporations and political subdivisions of the State of Colorado (the “Districts”). The City and the Districts are collectively referred to as the Parties.

RECITALS

WHEREAS, the Districts were organized to provide those services and to exercise powers as are more specifically set forth in the Districts’ Consolidated Service Plan 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 not be authorized to operate and maintain any part or all of the Public Improvements, other than park and recreation improvements, unless the provision of such operation and maintenance is pursuant to an intergovernmental agreement with the City.

The Districts shall be authorized, but not obligated to, operate and maintain park and recreation improvements without any intergovernmental agreement with the City, provided that any Fee imposed by the District for access to such park and recreation improvements shall not result in Non-District City residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the District. However, the District shall be entitled to impose an administrative fee as necessary to cover additional expenses

associated with Non-District City residents to ensure that such costs are not the responsibility of District residents. All such Fees shall be based upon the District's determination that such Fees do not exceed reasonable annual market fee for users of such facilities. Notwithstanding the foregoing, all parks and trails 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 Six Hundred Thirty-Four Million Eight Hundred Thirty-Five Thousand Three Hundred Forty-Four (\$634,835,344) in the aggregate; provided, however, that any Debt issued by the Districts for ARI Regional Improvements shall not be included within this limitation and shall be subject to the limitations set forth in Section VI of the Service Plan.

11. Fee Limitation. Each of the Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

12. Debt Issuance Limitation. The Districts shall not be authorized to incur any indebtedness until such time as the Districts have approved and executed the IGA and approved the imposition of the Aurora Regional Improvement Mill Levy (as defined in the Service Plan) upon all taxable property located within the boundaries of the Districts.

13. Monies from Other Governmental Sources. The Districts shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to

specific ownership taxes which shall be distributed to and a revenue source for the Districts without any limitation.

14. Consolidation. District Nos. 1-5 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. 1-5.

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

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

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

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

16. Website. When a district is required to have a website in accordance with the requirements of C.R.S. Section 32-1- 104.5, the District shall establish, maintain and annually update a public website or provide information on a shared community website, on which the District will timely post all information and documents required by C.R.S. § 32-1- 104.5.

17. Dissolution. Upon an independent determination of the City Council by resolution that the purposes for which the District was created have been accomplished and the City is satisfied that the City will not be responsible for any obligations formerly provided by the Districts, 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 District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

18. Disclosure to Purchasers. The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District’s authority to impose and collect rates, Fees, tolls and charges. The notice shall conform with the City’s standard model disclosure attached as Exhibit D to the Service Plan as may be amended from time to time. The City shall be provided a copy of the notice prior to the

initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

19. Service Plan Amendment Requirement. Actions of the Districts which violate the limitations set forth in V.A.1-14 or VII.B-G of the Service 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.

20. 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.

21. Annual Report. The Districts shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued, pursuant to the City Code and containing the information set forth in Section VIII of the Service Plan.

22. 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.

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

(a) For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 of the Service Plan; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any

constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

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

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

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

The Maximum Debt Mill Levy shall not apply to the District's Operations and Maintenance Mill Levy for the provision of operation and maintenance services to the District's taxpayers and service users.

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

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

To the Districts: Front Range Airpark Metropolitan District Nos.
1-5
Spencer Fane, LLP
1700 Lincoln Street, Suite 2000
Denver, CO 80203 Attn: David S. O’Leary
Phone: (303) 839-3800
Fax: (303) 839-3838

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

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

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

27. Assignment. No Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of all other Parties, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

28. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Parties shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party/Parties in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

29. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

30. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

31. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

32. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the Districts and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Districts and the City shall be for the sole and exclusive benefit of the Districts and the City.

33. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

34. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

35. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

36. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

SIGNATURE PAGES TO INTERGOVERNMENTAL AGREEMENT

FRONT RANGE AIRPARK
METROPOLITAN DISTRICT NOS. 1-5

By: _____
President

Attest:

Secretary

CITY OF AURORA, COLORADO

By: _____
MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

BRIAN J. RULLA, Assistant City Attorney

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF AURORA, COLORADO,

AND FRONT RANGE AIRPARK METROPOLITAN DISTRICT NOS. 1-5

THIS AGREEMENT is made and entered into as of this ___ day of _____, 2024, by and between the CITY OF AURORA, a home-rule municipal corporation of the State of Colorado (“City”), and FRONT RANGE AIRPARK METROPOLITAN DISTRICT NO. 1, FRONT RANGE AIRPARK METROPOLITAN DISTRICT NO. 2 and FRONT RANGE AIRPARK METROPOLITAN DISTRICT NO. 3, FRONT RANGE AIRPARK METROPOLITAN DISTRICT NO. 4 AND FRONT RANGE AIRPARK METROPOLITAN DISTRICT NO. 5, quasi-municipal corporations and political subdivisions of the State of Colorado (the “Districts”). The City and the Districts are collectively referred to as the Parties.

RECITALS

WHEREAS, the Districts were organized to provide those services and to exercise powers as are more specifically set forth in the Districts’ Consolidated Service Plan 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 not be authorized to operate and maintain any part or all of the Public Improvements, other than park and recreation improvements, unless the provision of such operation and maintenance is pursuant to an intergovernmental agreement with the City.

The Districts shall be authorized, but not obligated to, operate and maintain park and recreation improvements without any intergovernmental agreement with the City, provided that any Fee imposed by the District for access to such park and recreation improvements shall not result in Non-District City residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the District. However, the District shall be entitled to impose an administrative fee as necessary to cover additional expenses

associated with Non-District City residents to ensure that such costs are not the responsibility of District residents. All such Fees shall be based upon the District's determination that such Fees do not exceed reasonable annual market fee for users of such facilities. Notwithstanding the foregoing, all parks and trails 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 Six Hundred Thirty-Four Million Eight Hundred Thirty-Five Thousand Three Hundred Forty-Four (\$634,835,344) in the aggregate; provided, however, that any Debt issued by the Districts for ARI Regional Improvements shall not be included within this limitation and shall be subject to the limitations set forth in Section VI of the Service Plan.

11. Fee Limitation. Each of the Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

12. Debt Issuance Limitation. The Districts shall not be authorized to incur any indebtedness until such time as the Districts have approved and executed the IGA and approved the imposition of the Aurora Regional Improvement Mill Levy (as defined in the Service Plan) upon all taxable property located within the boundaries of the Districts.

13. Monies from Other Governmental Sources. The Districts shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to

specific ownership taxes which shall be distributed to and a revenue source for the Districts without any limitation.

14. Consolidation. District Nos. 1-5 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. 1-5.

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

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

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

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

16. Website. When a district is required to have a website in accordance with the requirements of C.R.S. Section 32-1- 104.5, the District shall establish, maintain and annually update a public website or provide information on a shared community website, on which the District will timely post all information and documents required by C.R.S. § 32-1- 104.5.

17. Dissolution. Upon an independent determination of the City Council by resolution that the purposes for which the District was created have been accomplished and the City is satisfied that the City will not be responsible for any obligations formerly provided by the Districts, 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 District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

18. Disclosure to Purchasers. The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District’s authority to impose and collect rates, Fees, tolls and charges. The notice shall conform with the City’s standard model disclosure attached as Exhibit D to the Service Plan as may be amended from time to time. The City shall be provided a copy of the notice prior to the

initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

19. Service Plan Amendment Requirement. Actions of the Districts which violate the limitations set forth in V.A.1-14 or VII.B-G of the Service 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.

20. 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.

21. Annual Report. The Districts shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued, pursuant to the City Code and containing the information set forth in Section VIII of the Service Plan.

22. 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.

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

(a) For the portion of any aggregate District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 of the Service Plan; provided that if, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any

constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

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

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

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

The Maximum Debt Mill Levy shall not apply to the District's Operations and Maintenance Mill Levy for the provision of operation and maintenance services to the District's taxpayers and service users.

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

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

To the Districts: Front Range Airpark Metropolitan District Nos.
1-5
Spencer Fane, LLP
1700 Lincoln Street, Suite 2000
Denver, CO 80203 Attn: David S. O’Leary
Phone: (303) 839-3800
Fax: (303) 839-3838

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

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

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

27. Assignment. No Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of all other Parties, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

28. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Parties shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party/Parties in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

29. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

30. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

31. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

32. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the Districts and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Districts and the City shall be for the sole and exclusive benefit of the Districts and the City.

33. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

34. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

35. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

36. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

SIGNATURE PAGES TO INTERGOVERNMENTAL AGREEMENT

FRONT RANGE AIRPARK
METROPOLITAN DISTRICT NOS. 1-5

By: _____
President

Attest:

Secretary

CITY OF AURORA, COLORADO

By: _____
MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

BRIAN J. RULLA, Assistant City Attorney

Legal Description

(PROVIDED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY)
DEED RECORDED ON 03/28/2000 AT REC. NO. C0654161

SECTION 7, TOWNSHIP 3 SOUTH,
RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO.

BEING MORE PARTICULARLY DESCRIBED AS:

A PARCEL OF LAND LOCATED IN SECTION 7, TOWNSHIP 3 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE NORTH LINE OF NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 64 WEST, TO BEAR N89°45'32"E, A DISTANCE OF 2641.13 FEET BETWEEN THE NORTH 1/4 CORNER, SEC 7, T3S, R64W, BEING A FOUND 2 1/2" PIPE WITH 3 1/4" ALUMINUM CAP, STAMPED "ALPHA ENGINEERING SURVEY MONUMENT 1/4 6]7 T3S R64W LS 12330 DO NOT DISTURB" (AS PER MON REC DATED OCTOBER 31, 2018) AND THE NORTHEAST CORNER, SEC 7, T3S, R64W, BEING A FOUND 2 1/2" PIPE WITH 3 1/4" ALUMINUM CAP, STAMPED "LAMP RYNEARSON T3S R64W S6]S5]S7]S8 2018 PLS 38318" (AS PER MON REC DATED OCTOBER 31, 2018), WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT SAID NORTHEAST CORNER OF SAID SECTION 7, THENCE SOUTH 01°16'01" EAST, A DISTANCE OF 2646.78 FEET TO THE EAST QUARTER CORNER OF SECTION 7; THENCE SOUTH 01°16'16" EAST, A DISTANCE OF 2644.22 FEET TO THE SOUTHEAST CORNER OF SECTION 7; THENCE SOUTH 89°52'54" WEST, A DISTANCE OF 2639.95 FEET TO THE SOUTH QUARTER CORNER OF SECTION 7; THENCE SOUTH 89°52'51" WEST, A DISTANCE OF 2811.61 FEET TO THE SOUTHWEST CORNER OF SECTION 7; THENCE NORTH 00°27'36" WEST, A DISTANCE OF 2639.09 FEET TO THE WEST QUARTER CORNER OF SECTION 7; THENCE NORTH 00°26'52" WEST, A DISTANCE OF 2639.29 FEET TO THE NORTHWEST CORNER OF SECTION 7; THENCE NORTH 89°45'20" EAST, A DISTANCE OF 2735.10 FEET TO THE NORTH QUARTER CORNER OF SECTION 7; THENCE NORTH 89°45'32" EAST, A DISTANCE OF 2641.13 FEET TO THE NORTHEAST CORNER OF SECTION 7 AND THE POINT OF COMMENCEMENT.

SAID PARCEL CONTAINING 28,608,653 SQ.FT. OR 656.76 ACRES, MORE OR LESS.

Aurora, Colorado 56th & Imboden Road

Vicinity Map: Public Street Network

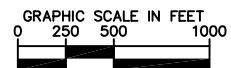


FUTURE 64TH AVENUE (144' R.O.W.)

FUTURE WATKINS ROAD (144' R.O.W.)

IMBODEN ROAD (144' R.O.W.)

56TH AVENUE (144' R.O.W.)



FRONT RANGE AIRPARK

DRAWN BY: JHZ | SCALE: 1"=500'

CK'D BY: KEW | DATE: 04/25/2024

DISTRICT BOUNDARY MAP

Kimley»Horn

2024 KIMLEY-HORN AND ASSOCIATES, INC.
6200 SOUTH SYRACUSE WAY, SUITE 300
GREENWOOD VILLAGE, CO 80111
PHONE: 303-228-2300



CITY OF AURORA

Council Agenda Commentary

Item Title: Metro, Denver Water and Aurora Water Regional Water Reuse Feasibility Study
Item Initiator: Sarah Young, Assistant General Manager of Planning & Engineering, Aurora Water
Staff Source/Legal Source: Sarah Young, Assistant General Manger of Planning & Engineering, Aurora Water / Ian Best, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.0--Ensure excellent infrastructure that is well maintained and operated.

COUNCIL MEETING DATES:

Study Session: 7/8/2024

Regular Meeting: 7/22/2024

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

Item requires a Public Hearing: Yes No

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

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

Sara Young, Assistant General Manager of Planning & Engineering, Aurora Water / Ian Best, Assistant City Attorney

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

- Approve Item and Move Forward to Study Session Approve Item as Proposed at Study Session
- Approve Item and Move Forward to Regular Meeting Approve Item as Proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Water Policy

Policy Committee Date: 6/12/2024

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

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

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

On June 12, 2024 the Water Policy Committee supported moving the Metro, Denver Water and Aurora Water Regional Water Reuse Feasibility study agreement forward to Study Session.

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

The objective of this study is to facilitate and guide Metro, Denver Water, and Aurora Water through a collaborative conceptual planning process that identifies and evaluates potential future regional water reuse opportunities and partnership solutions. The study will identify strategic planning drivers for all three study partners related, but not limited to, water resource planning, water supply capacities projected to be needed from reuse, water quality considerations, beneficial water reuse treatment schemes, infrastructure needed to accommodate such reuse schemes, strategic siting considerations for new infrastructure, critical stakeholder involvement in future planning efforts, and a roadmap to guide further regional water reuse planning. Each partner is responsible for contributing \$150,000 for Phase I. Depending on the results of the study, there may be additional project phases to further design concepts and future partnering agreements.

FISCAL IMPACT

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

- | | | |
|--|---|--|
| <input type="checkbox"/> Revenue Impact | <input checked="" type="checkbox"/> Budgeted Expenditure Impact | <input type="checkbox"/> Non-Budgeted Expenditure Impact |
| <input type="checkbox"/> Workload Impact | <input type="checkbox"/> No Fiscal Impact | |

REVENUE IMPACT

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

N/A

BUDGETED EXPENDITURE IMPACT

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

Funding for this regional water reuse feasibility study will come from the Capital Improvement Program Water Fund in the amount of \$150,000.00.

ORG: 52210 (Direct Potable Reuse)

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does Council support moving the APPROVAL A RESOLUTION of the City Council, of the City of Aurora regarding an Intergovernmental Agreement between the City of Aurora, acting by and through its Utility Enterprise, the City and County of Denver, acting by and through its Board of Water Commissioners and the Metro Water Recovery District for a regional water reuse feasibility study forward to the next Council meeting?

LEGAL COMMENTS

The City is authorized to cooperate and contract with any political subdivision of the State of Colorado, to provide any function, service, or facility lawfully authorized to each of the contracting or cooperating units of government (Article XIV of the Colorado Constitution and C.R.S. 29-1-203). The City Charter authorizes the City by resolution to enter into contracts or agreements with other governmental units, including special districts, for the joint use of buildings, equipment or facilities or for furnishing or receiving commodities and services (Charter Section 10-12) (Best).

RESOLUTION NO. R2024- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL’S APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA ACTING BY AND THROUGH ITS UTILITY ENTERPRISE, THE CITY AND COUNTY OF DENVER ACTING BY AND THROUGH IT BOARD OF WATER COMMISSIONERS AND THE METRO WASTEWATER RECLAMATION DISTRICT FOR A REGIONAL WATER REUSE FEASIBILITY STUDY

WHEREAS, the City of Aurora, Colorado acting by and through its Utility Enterprise (“Aurora Water”), the City and County of Denver, acting by and through its Board of Water Commissioners (“Denver Water”) and Metro Water Recovery (“Metro”) intend to enter into an intergovernmental agreement (“Intergovernmental Agreement”) to fund a feasibility study for regional water reuse; and

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

WHEREAS, Aurora Water owns and operates a municipal water supply system that provides water service to the inhabitants of the City of Aurora and by contract to areas outside the City of Aurora; and

WHEREAS, Metro owns and operates a sewage disposal system and wastewater treatment plants located at 6450 York Street, Denver, Colorado and 51 Baseline Road, Brighton, Colorado (respectively, the “Robert W. Hite Treatment Facility” and “Northern Treatment Plant”) and provides wholesale wastewater treatment services for much of the Denver metropolitan area; and

WHEREAS, much of the water supplied by Denver Water and Aurora Water to their respective customers is, after use, discharged as wastewater into municipal sewer systems and transported through Metro's transmission sewer system to Metro's Robert W. Hite Treatment Facility and Northern Treatment Plant for treatment; and

WHEREAS, Metro discharges the treated wastewater from the Robert W. Hite Treatment Facility and Northern Treatment Plant as effluent to the South Platte River; and

WHEREAS, Denver Water and Aurora Water maintain dominion and control over their reusable water rights that are treated at Metro’s Robert W. Hite Treatment Facility and Northern Treatment Plant, and desire to investigate the feasibility of developing regional water reuse systems to further utilize their reusable effluent; and

WHEREAS, Metro owns and operates the Robert W. Hite Treatment Facility and Northern and has an interest in collaborating with Denver Water and Aurora Water to explore the feasibility of future water reuse projects as it plans new treatment infrastructure at the facilities; and

WHEREAS, Denver Water, Aurora Water, and Metro intend to jointly study the feasibility of regional water reuse projects which may serve their mutual interests; and

WHEREAS, Denver Water, Aurora Water and Metro are willing to contribute funds to the joint study, and Metro is willing to retain and manage a consultant to conduct the joint study; and

WHEREAS, Aurora Water's contribution to the joint feasibility study shall be one hundred and fifty thousand dollars (\$150,000); and

WHEREAS, Article XIV, Section 18(2) of the Colorado Constitution and C.R.S. 29-1-203 authorize political subdivisions of the state to cooperate and cooperate to provide any function, service, or facility lawfully authorized to each of the cooperating units of government; and

WHEREAS, Section 10-12 of the Aurora City Charter authorizes City Council to approve by resolution intergovernmental agreements for the joint use of services and facilities; and

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

Section 1. The Intergovernmental Agreement between Aurora Water, Denver Water and Metro for a Regional Water Reuse Feasibility Study is hereby approved.

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

Section 3. That the General Manager of Aurora Water, City Clerk, and City Attorney are authorized to take such action and to execute such documents, including amendments, as necessary to implement the intent of this resolution.

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

RESOLVED AND PASSED this _____ day of _____, 2024.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Ian J Best

RLA

IAN BEST, Assistant City Attorney

INTER-GOVERNMENTAL AGREEMENT FOR REGIONAL WATER REUSE FEASIBILITY STUDY

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into between the CITY AND COUNTY OF DENVER, ACTING BY AND THROUGH ITS BOARD OF WATER COMMISSIONERS (“Denver Water”), a municipal corporation of the State of Colorado whose address is 1600 West 12th Avenue, Denver, Colorado 80204; METRO WATER RECOVERY (“Metro”), a metropolitan sewage disposal district, duly organized under the laws of the State of Colorado whose address is 6450 York Street, Denver, Colorado 80229; and the CITY OF AURORA, Colorado, a home rule municipal corporation of the counties of Adams, Arapahoe, and Douglas acting by and through its Utility Enterprise (“Aurora Water”), 26791 East Quincy Ave., Aurora, Colorado 80016.

Denver Water, Metro, and Aurora Water are referred to collectively herein as the “Parties” and individually as a “Party.”

RECITALS

- A. Denver Water owns and operates a municipal water supply system that provides water supply for inhabitants of the City and County of Denver and by contract to certain areas outside the boundaries of the City and County of Denver.
- B. Aurora Water owns and operates a municipal water supply system that provides water service to the inhabitants of the City of Aurora and by contract to areas outside the City of Aurora.
- C. Metro owns and operates a sewage disposal system and wastewater treatment plants located at 6450 York Street, Denver, Colorado and 51 Baseline Road, Brighton, Colorado and provides wholesale wastewater treatment services for much of the Denver metropolitan area.
- D. Much of the water supplied by Denver Water and Aurora Water to their respective customers is, after use, discharged as wastewater into municipal sewer systems and transported through Metro's transmissions sewer system to Metro's Robert W. Hite Treatment Facility and Northern Treatment Plant for treatment.
- E. Metro discharges the treated wastewater from the Robert W. Hite Treatment Facility and Northern Treatment Plant as effluent to the South Platte River.
- F. Denver Water draws a portion of treated effluent from Metro's Robert W. Hite Treatment Facility and further purifies the water at the Denver Water Recycling Plant for non-potable reuse.
- G. Denver Water and Aurora Water maintain dominion and control over their reusable water rights that are treated at Metro's Robert W. Hite Treatment Facility and Northern Treatment Plant, and desire to investigate the feasibility of developing regional water reuse systems to further utilize their reusable effluent.
- H. Metro owns and operates the Robert W. Hite Treatment Facility and Northern

Treatment Plant and has an interest in collaborating with Denver Water and Aurora Water to explore the feasibility of future water reuse projects as it plans new treatment infrastructure at the facilities.

I. In furtherance of their respective desires, Denver Water, Aurora Water, and Metro intend to jointly study the feasibility of regional water reuse projects which may serve their mutual interests.

J. Denver Water, Aurora Water and Metro are willing to contribute funds to the joint study, and Metro is willing to retain and manage a consultant to conduct the joint study.

NOW THEREFORE, Denver Water, Aurora Water and Metro agree as follows:

1. Joint Feasibility Study. The Parties will investigate the feasibility of a regional water reuse effort through a joint feasibility study (“Feasibility Study”). Infrastructure and water supplies of Denver Water, Aurora Water and Metro will be included in the Feasibility Study to identify and define the most mutually beneficial alternatives. The Feasibility Study will identify strategic planning drivers for the Parties, including but not limited to, water resource planning, water supply capacities projected to be needed from direct potable reuse, water quality considerations, regulatory considerations, preferred water reuse treatment schemes, infrastructure needed to accommodate such reuse schemes, strategic siting considerations for new infrastructure, critical stakeholder involvement in future planning efforts, and a roadmap to guide further regional reuse planning.

2. Consultant Scope of Work. Metro, in consultation with the Parties, will prepare a scope of work for the Feasibility Study that is mutually acceptable to the Parties. Metro will provide Denver Water and Aurora Water with an opportunity to review and comment on the draft scope of work, address their comments, and work with Denver Water and Aurora Water to resolve any issues to achieve joint consensus on the scope of work.

3. Consultant Request for Proposals. Metro will be solely responsible for issuing a request for proposals (“RFP”) for the Feasibility Study scope of work for the purpose of retaining a consultant to perform the scope of work. Metro will provide Denver Water and Aurora Water with an opportunity to review the form and content of the RFP and the distribution list of potential consultants who will receive the RFP. Metro will share the responses to the RFP with Denver Water and Aurora Water and the Parties will jointly select a consultant that is mutually acceptable to the Parties. If the Parties cannot reach agreement on a consultant, this Agreement shall terminate immediately upon written notice by Metro that the Parties have failed to select a consultant that is mutually acceptable to the Parties.

4. Consultant Agreement. Subject to the Parties reaching agreement in paragraph 3, Metro will enter into an agreement with the selected consultant to perform the Feasibility Study. Metro will provide Denver Water and Aurora Water an opportunity to review the consultant agreement prior to execution of the same. Denver Water and Aurora Water will be identified as intended third party beneficiaries in the consultant agreement, and the consultant will be clearly identified as an independent contractor for Metro. Metro shall have final decision-making authority on the form, content and execution of the consultant agreement except as

Intergovernmental Agreement for

PAR 1449 Regional Water Reuse Feasibility Study

otherwise provided herein.

5. Financial Contribution. The Parties will each contribute \$150,000.00 to the cost of the Feasibility Study, including the cost of the consultant. Within thirty (30) days of the effective date of this Agreement, Metro will send an invoice to Aurora Water for its respective share to be paid within thirty (30) days of receipt. Metro will also send an invoice to Denver Water for \$100,000 to be paid within thirty (30) days of receipt and its remaining \$50,000 owed no earlier than January 1, 2025 to be paid within thirty (30) days of receipt. In the event that any grant funding is made available to cover costs associated with the Feasibility Study, the Parties will be entitled to a full or partial refund of their contributed amounts, in equal shares, based on the amount of grant funding received. If at the end of the term of this Agreement, Metro has not fully expended the amounts contributed by Denver Water and Aurora Water, it will refund any unexpended funds on a pro rata basis based on the contribution by the three Parties unless the Parties otherwise agree to waive this requirement in writing. If the Feasibility Study costs more than \$450,000.00, the Parties will confer on whether to discontinue the Feasibility Study or amend this Agreement to increase the Parties' respective financial contributions. If the Parties discontinue the Feasibility Study, Metro shall have the right to terminate the agreement with the selected consultant. The Parties will not be financially responsible for costs exceeding their respective contribution under this Agreement, unless the Parties otherwise agree to share any increased cost pursuant to a written amendment to this Agreement.

6. Records and Audits. Metro will at all times maintain a system of accounting records in accordance with its normal procedures, together with supporting documentation for all consultant work, purchases, and billings under the consultant contract for the Feasibility Study. Metro shall retain all such accounting records and documentation for at least two (2) years after final payment. Denver Water and Aurora Water have the right to audit the accounting records and documentation of Metro related to the consultant scope of work at any time during the period of this Agreement and for two (2) years after final payment.

7. Right to Creations. All documents, data, materials and information created by Metro's consultant shall be shared by Metro with Denver Water and Aurora Water, and will be jointly owned by Denver Water, Metro and Aurora Water. Metro, as the contracting entity, shall include a term and condition in its contract with consultant providing that consultant will assign and irrevocably agree to assign in the future jointly to Denver Water, Metro and Aurora Water all right, title and interest in and to any and all documents, data, materials and information, including, without limitation, all related intellectual property rights created through the Feasibility Study (as to copyright, to the extent the consultant's work product is held not to be works made for hire under applicable law).

8. Confidentiality of Information.

8.1. Privileges to be Preserved. This section memorializes the understanding that each Party is pursuing the Feasibility Study pursuant to a common interest privilege. Communications made by, between and among the Parties, whether directly, indirectly or through counsel, are in furtherance of their shared joint and mutual interest. Such communications between the Parties do not constitute a waiver of the confidentiality of

any common interest material or of the attorney-client privilege, attorney work product doctrine, deliberative process protection, and/or any other applicable privilege, immunity, or protection afforded by state or federal law, including pursuant to C.R.S. § 24-72-200.1 *et. seq.* The Parties shall retain in strictest confidence and treat as subject to the deliberative process and common interest privileges all information that does not constitute a public record as defined in C.R.S. § 24-72-202(6) or is not already in the public domain, including reports, spreadsheets, memoranda, work papers, notes, and any other substantiating documents, that are shared by the Parties or developed by the consultant performing the Feasibility Study. Such materials must be marked as confidential to be treated as such.

8.2. Confidentiality Clause. Metro will include in the consulting agreement a term and condition maintaining the confidentiality of information provided to and produced by the consultant, and prohibiting the consultant from disclosing such information to others without the prior written consent of the Parties, except as required by law.

8.3. No Obligation to Share Information. Subject to paragraph 7, nothing in this Agreement obligates any Party to share or communicate any materials, information or communications, whether privileged or not, with any other Party.

8.4. Disclosure of Confidential Information. If a Party to this Agreement desires to make public pre-decisional information provided to, created or produced by the consultant, or information marked confidential, other than the Party's own information, before making such disclosure, the Party shall obtain the other Parties' written consent, which may be withheld within the other Parties' sole discretion.

8.5. Open Records Requests; Subpoenas. If any person or entity requests or demands under C.R.S. § 24-72-201 *et. seq.*, issues a subpoena, or otherwise, any common interest, confidential or privileged material from any of the Parties or their counsel, counsel for such Party will immediately notify counsel for all other Parties to this Agreement. Parties and counsel so notified will cooperate and take all steps necessary to assert all applicable rights, privileges, immunities and protections with respect to the material at issue. Unless required by law, no Party shall voluntarily disclose any common interest, confidential or privileged material without first providing each Party to this Agreement a reasonable opportunity to protect its interests in an appropriate court or in such other manner as may be appropriate given the nature and source of the request or demand; provided, however, that a Party may decide how to respond to a valid subpoena or other legal request within their sole discretion consistent with this section 8 and as required by law.

8.6. Material Marked Confidential. Upon the conclusion of the Feasibility Study or termination of this Agreement, all materials provided by a Party to the Parties or the consultant will be delivered back to the Party that provided them or confirmation in writing must be provided to such Party that all materials marked confidential have been destroyed.

9. Liability. In any dispute between Denver Water, Aurora Water and Metro, the liability of any Party shall not exceed their individual respective financial contribution to Metro under this Agreement.

10. Termination. Denver Water, Aurora Water and Metro each shall have the right to terminate this Agreement by giving fourteen (14) days' written notice to the other Parties. If a Party provides written notice of termination, the non-terminating Parties may, within fourteen (14) days following receipt of written notice of termination, elect in their sole discretion to continue this Agreement, in which case the Agreement will remain effective only as to the non-terminating Parties. If the non-terminating Parties elect to continue the agreement as provided above, the Party having provided notice of termination shall be entitled to any documents then in existence that have been prepared by the consultant pursuant to this Agreement and to reimbursement on a pro rata basis for any unexpended funds for work that has not already been initiated by the consultant. If the non-terminating Parties decide to not continue the Agreement as to themselves, this Agreement will be terminated. Upon termination, Metro shall immediately deliver to Denver Water and Aurora Water any documents then in existence that have been prepared by the consultant pursuant to this Agreement and reimburse Denver Water and Aurora Water in accordance with section 5 above for any unexpended funds for work that has not already been initiated by the consultant. Section 8 of this Agreement shall survive termination of the Agreement.

11. Default. Every term and condition of this Agreement is a material element of this Agreement. In the event a Party should fail or refuse to perform according to the material terms of this Agreement, such Party may be declared in default by the other Parties by a written notice.

12. Remedies. In the event a Party has been declared in default, such defaulting Party shall be allowed a period of fourteen (14) days within which to correct, or commence correcting, the default. In the event the default has not been corrected or begun to be corrected, or the defaulting Party has ceased to pursue the correction with due diligence, the Party declaring default may elect to (a) terminate the Agreement in its entirety and seek damages; (b) avail itself of any other remedy at law or equity; or (c) confer with the remaining Parties to reform and amend the Agreement to allow the Agreement to continue with the remaining Parties. Metro's termination of its consultant agreement shall not constitute a default of this Agreement and Metro shall not be liable to Denver Water or Aurora Water for such breach by the consultant.

13. Force Majeure. The Parties shall not be responsible for any failure or delay in the performance of any obligations under this Agreement caused by acts of God, flood, fire, war or public enemy. Any declared force majeure that remains in effect for longer than ninety (90) days entitles a Party to unilaterally terminate this Agreement.

14. Assignment and Subcontracts. This Agreement shall bind and inure to the benefit of the Parties. No Party may assign this Agreement or any right or liability of this Agreement or enter into any subcontract or amend any subcontract related to this Agreement.

15. No Third Party Beneficiaries. This Agreement is intended to benefit only the Parties, and no person or entity is intended by the Parties to be a third-party beneficiary of this Agreement.

16. Severability. If any provision of this Agreement is determined by a court having jurisdiction to be unenforceable to any extent, the rest of that provision and the rest of this Agreement will remain enforceable to the fullest extent permitted by law.

17. Venue and Governing Law. The sole venue for any dispute resulting in litigation shall be in the District Court in and for the County where a defending Party's principal place of business is located. This Agreement shall be governed by and construed under the laws of the State of Colorado.

18. Notice and Contact. The Parties shall contact the persons listed below for all matters related to administration of this Agreement. All notices required or given under this Agreement shall be in writing and shall be deemed effective: (a) when delivered personally to the other party; or (b) seven (7) days after posting in the United States mail, first-class postage prepaid, properly addressed as follows; or (c) when sent by e-mail. If notice is provided by e-mail, the notifying Party must follow up with a hard copy of the notice sent by United States mail; however, the notice will be effective as of the original e-mail date.

If to Metro:

Liam Cavanaugh, Deputy CEO/Chief
Operating Officer
6450 York Street,
Denver, Colorado 80229

With a copy to:

Emily Jackson, Chief Legal Officer
6450 York Street,
Denver, Colorado 80229

If to Denver Water:

Tom Roode, Chief Operations and
Maintenance Officer
1600 West 12th Avenue Denver,
Colorado 80204
tom.roode@denverwater.org

With a copy to:

Jessica Brody, General Counsel
1600 West 12th Avenue
Denver, Colorado 80204
Jessica.brody@denverwater.org

If to Aurora Water:

Sarah Young, Aurora Water Assistant
General Manager Planning and
Engineering
26791 East Quincy Avenue,
Aurora, Colorado 80016

With a copy to:

City of Aurora
Attn: City Attorney
15151 East Alameda Parkway, Suite 5300
Aurora, Colorado 80012

or such other persons or addresses as the Parties may have designated in writing.

19. Charter of the City and County of Denver. This Agreement is made under and conformable to Article X of the Charter of the City and County of Denver, which controls the operation of the Denver Municipal Water System. The Charter provisions are incorporated by this reference and supersede any apparently conflicting provisions otherwise contained in this Agreement.

20. Governmental Immunity Act. The Parties understand and agree that they are each relying upon, and have not waived, the monetary limitations and all other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as it may be amended from time to time.

21. No Multi-Year Fiscal Obligations. Nothing in this Agreement is intended or shall be construed to create a multiple fiscal year financial obligation or debt of any Party. Where activities or payment obligations provided in the Agreement extend beyond the current fiscal year, continued expenditures or appropriations are contingent on the approval of that Party's governing body. Any unexpended contributed funds may be carried forward and used to fund any future Feasibility Study activities, at the discretion of the Parties.

22. Sole Obligation of Aurora Water. (a) This Agreement shall never constitute a general obligation or other indebtedness of the City of Aurora (the "City"), or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of the Constitution and laws of the State of Colorado or of the Charter and ordinances of the City. (b) In the event of a default by the City's Utility Enterprise of any of its obligations under this Agreement, neither Denver Water nor Metro shall have recourse for any amounts owed to them against any funds or revenues of the City except for those revenues derived from rates, fees or charges for the services furnished by, or the direct or indirect use of, the Water System and deposited in the Water Enterprise Fund, as the terms "Water System" and "Water Enterprise Fund" are defined in City Ordinance No. 2003-18, and then only after the payment of all operation and maintenance expenses of the Water System and all debt service and reserve requirements of any bonds, notes, or other financial obligations of the Utility Enterprise secured by a pledge of the net revenues of the Water Enterprise Fund. Notwithstanding any language herein to the contrary, nothing in this Agreement shall be construed as creating a lien upon any revenues of the Utility Enterprise or the City.

23. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and replaces all prior written or oral agreements and understandings as to the subject matter identified herein. It may be altered, amended, or repealed only by a written instrument executed in the same formality as this Agreement.

24. Effective Date. This Agreement shall become effective on the date it is fully

signed by all Parties.

25. Electronic Signatures and Records. The Parties consent to the use of electronic signatures. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

26. Term. The term of this Agreement shall extend from the effective date to December 31, 2025, unless the Parties agree in writing to extend the term beyond such date.

THEREFORE, the Parties have executed this Agreement. This Agreement must have the signature of an authorized representative of Denver Water, Aurora Water and Metro.

ATTESTED:

**CITY AND COUNTY OF DENVER,
acting by and through its
BOARD OF WATER COMMISSIONERS**

By:
Secretary

By:
CEO/Manager

DATE:

APPROVED:

**REGISTERED AND COUNTERSIGNED:
CITY AND COUNTY OF DENVER**

By:
Tom Roode, Chief Operations & Maintenance
Officer

By:
Timothy M. O'Brien, CPA
Auditor

APPROVED AS TO FORM:

By:
Office of General Counsel

METRO WATER RECOVERY

By: _____
Chief Executive Officer

APPROVED AS TO FORM

By: _____
Chief Legal Officer

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

Mike Coffman, Mayor

Date

Attest:

Kadee Rodriguez, City Clerk

Date

Approved as to form for Aurora:

Ian J Best

Ian Best, Assistant City Attorney

5/28/2024
Date

24038986
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)

**AGREEMENT
BETWEEN
METRO WATER RECOVERY
AND
CAROLLO ENGINEERS, INC.
FOR
PROFESSIONAL STUDY SERVICES
FOR**

PAR 1449 – REGIONAL WATER REUSE FEASIBILITY STUDY

This is a Professional Study Services Agreement (herein after called the Agreement) between Metro Water Recovery (Owner) and Carollo Engineers, Inc. (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as PAR 1449 – Regional Water Reuse Feasibility Study (hereinafter called the Project).

Owner and Engineer in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by Engineer and the payment for those services by Owner as set forth below.

ARTICLE 1—ENGINEER’S STUDY SERVICES

1.01 Scope

- A. Engineer's study services under this Agreement are generally identified as facilitating and guiding Metro Water Recovery, Denver Water, and Aurora Water, referred to collectively herein as the “Parties”, through a collaborative conceptual planning process that identifies and evaluates potential future regional water reuse opportunities and partnership solutions, culminating in the development of a Regional Water Feasibility Study (“Study Services”).
- B. Engineer shall perform or furnish the Study Services set forth in this Agreement, expressly including the Basic Services described in Article 1 of Exhibit A, Engineer’s Study Services, and any duly authorized Additional Services described in Article 2 of Exhibit A.

ARTICLE 2—OWNER’S RESPONSIBILITIES

2.01 Project Information

- A. Owner shall provide Engineer with all criteria and full information as to Owner’s requirements for the Study Services, including but not limited to design objectives and constraints; space, capacity and performance requirements; flexibility and expandability goals; security issues; any anticipated funding sources; and budgetary limitations.
- B. Owner shall furnish to Engineer all existing studies, reports, and other available information pertinent to the Engineer’s performance of the Study Services, including reports and data relative to previous investigations, designs, construction, or existing facilities at or adjacent to any Site under consideration.
- C. Following Engineer’s assessment of initially-available Project data and information, and receipt of Engineer’s advice regarding the need (if any) for additional Project-related data and information, Owner shall either (1) authorize Engineer to undertake Additional Services necessary to obtain such additional Project-related data and information, or (2) obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related data and information. Such additional data and information would generally include the following:
 - 1. Property descriptions.

2. Zoning, deed, and other land use restrictions.
 3. Utility information, reports, and mapping.
 4. Property, boundary, easement, right-of-way, topographic, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to a Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at a Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site(s), and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- D. Owner shall advise Engineer of the identity and scope of services of any independent consultants and contractors retained by Owner to perform or furnish services pertinent to the Study Services.
- E. Owner shall inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to any Site under study.
- 2.02 Owner's General Responsibilities
- A. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- B. Owner shall examine all Documents submitted by Engineer and render in writing timely decisions pertaining to such Document submittals.
- C. Owner shall be responsible for all requirements and instructions that it furnished to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Unless Engineer has determined that such information is inaccurate, Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
1. any development that affects the scope or time of performance of Engineer's services;
 2. the presence of any Constituent of Concern at any Site; or
 3. any relevant, material defect or nonconformance in Engineer's services or Owner's performance of its responsibilities under this Agreement.

ARTICLE 3—SCHEDULE

3.01 Schedule for Rendering Services

- A. Engineer shall furnish the Report and any other deliverables to Owner within the following specific time period: within eighteen (18) months of the Effective Date of the Agreement in accordance with the project schedule approved by Owner.
- B. Owner shall review the Documents submitted by Engineer and provide one set of coordinated comments to Engineer within 15 working days after Owner receives the Documents from Engineer.
- C. Engineer shall revise the Report and other deliverables and submit such Documents to Owner within 15 working days of receipt of Owner's comments.
- D. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Study Services is impaired, or such services are delayed or suspended, then the

time for completion of Engineer's Study Services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.

ARTICLE 4—ENGINEER’S COMPENSATION

4.01 Invoices and Payments

- A. Invoices—Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within thirty (30) days of receipt. Engineer shall also comply with the progress reporting and special invoicing requirements (if any) in Exhibit A Paragraphs 1.01.A.3 and 1.01.A.4.
- B. Payment—As compensation for Engineer providing or furnishing Study Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. Failure to Pay—If Owner fails to make any undisputed payment due Engineer for Study Services or expenses within thirty (30) days after receipt of Engineer's invoice, including all required affiliated information, then (1) the amounts not paid when due will bear interest at the current prime interest rate prorated on a monthly basis (or the maximum rate of interest permitted by law, if less) from the thirty-first day; (2) in addition Engineer may, after giving 7 days' written notice to Owner of any delinquent payments under this Paragraph 4.01, suspend the Study Services under this Agreement until Engineer has been paid in full all amounts due for such undisputed services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 6.04.A.3.
- D. Reimbursable Expenses—Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.02.A or 4.02.B. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of 1.10.
 - 1. Reimbursable Expenses are the actual, reasonable expenses incurred (except where specifically provided otherwise), such as expenses for: lodging, transportation, meals and miscellaneous expenses incidental thereto; services of independent professional associates and consultants employed by Engineer; providing and maintaining field office facilities including furnishings and utilities; lodging, meals and transportation of Resident Project Representatives and their assistants; Document Reproduction Services (multiplier shall not be applied to outside services) such as reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items.
 - 2. Engineer is expected to exercise good, reasonable judgment, and obtain proper authorization when required prior to incurring expenses. Reimbursement for expenses requires a valid itemized receipt for each expense, except for situations when receipts are not readily available.
 - 3. All travel arrangements for air transportation, accommodations, and auto rental will be made using the most cost-effective method available. The lowest available direct flight fares should be used. First class and business class fares are prohibited without advance approval of Owner. A copy of the confirmation or e-ticket showing the cost of the flight must be provided for reimbursement.
 - 4. Rental car reservations should be made prior to travel at the lowest available rate. Engineer will not be reimbursed for a car larger than a mid-size unless more than two are traveling together. Reimbursement will not be allowed for gasoline charges billed on the rental agreement. Leased vehicles are not considered reimbursable pursuant to this Agreement.
 - 5. Miscellaneous expenses such as reasonable long-distance telephone calls, internet access fees, and customary tipping for items such as food, beverages, porter, and room service are permitted

expenses. Room service for food and beverages should be avoided if possible. Parking, shuttle, toll road and taxi expenses will also be reimbursed if they are reasonable and necessary. Expenses for alcoholic beverages, in-room movies, normal personal convenience items, and laundry will not be reimbursed.

6. Charges for commonly incurred Reimbursable Expenses shall be as follows:

8½"x11" Copies/Impressions	Actual Cost
Copies of Drawings	Actual Cost
Transportation (Engineer's Vehicles)	Current IRS Business Mileage Rate
Air and Other Transportation	Actual Cost
Laboratory Testing	Actual Cost
Meals and Lodging	Actual Cost
Field Office	Actual Cost

4.02 Compensation

A. Basis of Compensation—Basic Services

1. Hourly Rates. Owner shall pay Engineer for Basic Services as follows:

- a. An amount equal to the cumulative hours charged to the Project by Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Basic Services.
- b. Engineer's Standard Hourly Rates are attached as Exhibit B.
- c. The total compensation for Basic Services and reimbursement of expenses is estimated to be \$383,000.

B. Additional Services—For authorized Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged by Engineer's employees in providing the Additional Services, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as Exhibit B.

C. Unauthorized Additional Services- Engineer shall not perform work that is outside the scope of work defined in Exhibit A, Engineer's Study Services, unless pre-approved in writing by Owner. Failure of Engineer to obtain written authorization for work outside the scope of work will result in nonpayment of those services performed.

ARTICLE 5—OPINIONS OF COSTS

5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions (if any) of probable construction costs are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because of the limited and preliminary nature (1) of the Study Services and (2) of any capital improvements described in any delivered Document, and because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable construction costs prepared by Engineer. If Owner requires greater assurance as to probable construction costs, then Owner agrees to obtain an independent cost estimate.

5.02 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

5.03 Cost Estimating

- A. Engineer shall provide all opinions and estimates of costs in conformance with Owner’s Cost Estimating Guide.

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standard of Care

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the State of Colorado. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

6.02 Documents

- A. All Documents prepared or furnished by Engineer (and Engineer’s independent professional associates and consultants) pursuant to this Agreement become the property of Owner whether or not the Project is completed.
 - 1. Owner acknowledges that such Documents are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other Project unless completed by Engineer.
 - 2. Owner acknowledges that the Documents are not design or construction documents.
 - 3. Any use, reuse, alteration, or modification of the Documents, except as authorized in this Agreement or by Engineer's written consent, will be at Owner’s sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, subcontractors, and subconsultants.
 - 4. Nothing in this paragraph shall create any rights in third parties.
- B. Owner and Engineer agree to transmit, and accept, the Documents and all other Project-related correspondence, text, data, drawings, documents, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.
- D. Engineer will obtain Owner’s written consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer’s right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in Project.

6.03 Insurance Policies and Limits

- A. Engineer will procure and maintain Owner's required insurance coverages and will submit certificates verifying such coverages to Owner prior to commencing any work. It is the responsibility of Engineer to see that its subcontractors are properly insured to Owner's insurance requirements before being permitted to begin work. The insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Worker’s Compensation	
State	Statutory

Coverage	Policy limits of not less than:
Employer's Liability	
Each accident	\$100,000
Each employee	\$100,000
Policy limit	\$500,000
Commercial General Liability	
General Aggregate	\$2,000,000
Personal and Advertising Injury	\$
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000
Professional Liability	
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

- B. Additional Insureds. Include Owner as an additional insured on Commercial General Liability and Automobile Liability insurance policies on a primary and non-contributory basis.

6.04 Termination

A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.04.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph 6.04.A.1, Owner may terminate this Agreement for cause immediately upon written notice if Engineer creates a dangerous or unsafe situation as determined by Owner, or if the cost for additional requested information under Paragraph 2.01.C is determined by Owner to be too great.
 - a. Owner will have no liability to Engineer on account of any termination by Owner for cause.
3. In addition to its termination rights in Paragraph 6.04.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C.
 - a. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

B. Termination for Convenience

1. Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

C. Payments Upon Termination

1. In the event of any termination under this Paragraph 6.04, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this

Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the right to the use of all deliverable Documents, whether completed or under preparation, subject to the provisions of Paragraph 6.02, at Owner's sole risk.

2. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
- D. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.02.B.

6.05 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.05.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Engineer from employing such independent professional associates and consultants as Engineer may deem appropriate to assist in the performance of services hereunder.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

6.06 Dispute Resolution

- A. Owner and Engineer agree to negotiate each dispute between them in good faith during the 14 days following notice of dispute, prior to invoking formal mediation. Owner and Engineer agree that they may, following unsuccessful negotiations, submit any and all unsettled claims, counterclaims, disputes, and other matters in question between parties arising out of or relating to this Agreement or the breach thereof ("Disputes") to formal mediation with the Judicial Arbitration and Mediation Services (JAMS), the Judicial Arbiter Group (JAG), Inc. or the American Arbitration Association (AAA) as decided by the Owner. Owner and Engineer agree to participate in the mediation process in good faith. If negotiations are unsuccessful, then the parties may exercise their rights at law, with one party providing written notice to the other party of their intent to submit the dispute to a court of competent jurisdiction.

6.07 Controlling Law; Venue

- A. This Agreement is to be governed by the Laws and Regulations of the State of Colorado. The venue for any exercise of rights at law will be the District Court in and for Adams County, Colorado.

6.08 Indemnification and Mutual Waiver

- A. Indemnification by Engineer: Engineer shall defend, indemnify, and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or

actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors.

- B. Mutual Waiver: To the extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's officers, directors, members, partners, agents, employees, subcontractors, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

6.09 Exclusions from Services

- A. Engineer's Study Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.10 General Provisions

A. Independent Contractor

- 1. Engineer shall perform this Agreement as an independent contractor, and nothing herein shall be construed to be inconsistent with this relationship or status.

B. Equal Opportunity

- 1. Engineer in performing work required by this Agreement, shall afford equal employment opportunity to qualified individuals regardless of their race, color, religion, sex, national origin, age, physical or mental disability or veteran status and shall conform to applicable laws and regulations. Engineer further agrees that each subcontract made under this Agreement will contain a similar provision with respect to nondiscrimination.

C. Compliance with Owner's Policies

- 1. While on Owner's property, Engineer, or any of its employees, partners, or agents, will comply with the following Owner's policies:
 - a. Smoking Policy. Engineer will prohibit any of its employees, any subcontractors, and any other persons directly or indirectly employed by any of them from smoking on all Owner's property whether inside or outside of any buildings, facilities, equipment, or vehicles.
 - b. Substance Abuse Policy. To ensure a safe and productive work environment, Engineer will prohibit any of its employees, any subcontractors, and any other persons directly or indirectly employed by any of them from the use, purchase, sale, possession, or transfer of alcohol or illegal drugs on Owner's property, work sites, or in Owner's vehicles or private vehicles parked on Owner's property or rights-of-way. Engineer will also prohibit such persons from reporting to or being at work with illegal drugs or alcohol in the system to such an extent that job performance is impaired, or to the degree that it may result in jeopardizing the safety and well-being of the individual, other employees, the public, or Owner's property. Engineer will require employees taking prescription drugs, which are known to affect job performance, to report this to their supervisors, and Engineer will assure that such employees are not assigned to activities, which would endanger themselves or others.

- c. Safety. Engineer will be familiar with and comply with Owner’s Contractor, Vendor and Visitor Safety Awareness Manual - Non-Construction Activities (RWHTF and/or NTP, whichever is applicable) and shall comply with all applicable safety laws and regulations of any public body having jurisdiction over Engineer or Owner.
- d. Security. Engineer will be familiar with and comply with Owner’s Contractor and Vendor Security Protection Manual.

ARTICLE 7—DEFINITIONS

7.01 Definitions Used in this Agreement

- A. Documents—All documents expressly identified as deliverables in this Agreement, whether in printed or electronic form, required by this Agreement to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, data, studies, models, and reports (including the Report referred to in Exhibit A).
- B. Site—One or more lands or areas that Engineer studies as the location or possible location of the Project.
- C. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including construction costs and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of construction costs), Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
- D. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at a Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

7.02 Terminology

- A. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8—AGREEMENT, EXHIBITS, ATTACHMENTS

8.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

8.02 Attachments:

- A. Exhibit A, Engineer’s Study Services
- B. Exhibit B, Engineer’s Standard Hourly Rates
- C. Exhibit C, Deliverable Quality Standards

8.03 Designated Representatives

- A. With the execution of this Agreement, Engineer and Owner shall each designate a specific individual to act as representative under this Agreement. Such an individual must have authority to transmit

instructions, receive information, and render decisions with respect to this Agreement on behalf of the party that the individual represents.

8.04 Engineer's Certifications

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 Conflict of Interest

- A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.
- B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:
1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.
 2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 6.10 of this Agreement.

Engineer consents to the use of electronic signatures by the Owner and Engineer. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically, including by digital signature. The parties agree not to deny the legal effect or enforceability of the Agreement, or any other documents requiring a signature hereunder, solely because it is in electronic form, an electronic record was used in its formation, or it is signed electronically. The parties agree not to object to the admissibility of the Agreement, or any document requiring signature hereunder, in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature, or that it is not in its original form or is not an original document.

This Agreement's Effective Date is **[insert date]**.

Owner:

METRO WATER RECOVERY

By: _____

(authorized individual's signature)

Date: _____

(date signed)

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Approved as to Form:

By: _____

(authorized individual's signature)

Title: _____

Chief Legal Officer

Address for giving notices:

6450 York Street

Denver, CO 80229

Engineer:

CAROLLO ENGINEERS

(name of organization)

By: _____

(authorized individual's signature)

Date: _____

(date signed)

Name: _____

John Rehring Becky Luna

(typed or printed)

Title: _____

Vice President Senior Vice President

(typed or printed)

Address for giving notices:

390 Interlocken Crescent #800

Broomfield, CO 80021

Designated Representative:

Name: _____

Dan Weislo

(typed or printed)

Title: _____

Metro Project Manager

(typed or printed)

Address:

6450 York Street

Denver, CO 80229

Designated Representative:

Name: _____

John Rehring

(typed or printed)

Title: _____

Vice President

(typed or printed)

Address:

390 Interlocken Crescent #800

Broomfield, CO 80021

Phone: _____

303-286-3377

Email: _____

dwcislo@metrowaterrecovery.com

Phone: _____

303-404-6309

Email: _____

JRehring@carollo.com

EXHIBIT A—ENGINEER’S STUDY SERVICES

The Basic Services as described in Paragraph 1.01 of the Agreement, Engineer’s Study Services, are amended and supplemented to include the following provisions:

ARTICLE 1—BASIC SERVICES

1.01 Project Coordination (Task 1)

A. Kickoff Meeting (Subtask 1.1)

1. Prepare meeting goals, agenda, and meeting materials for Kickoff Meeting, submitted at least 1 week in advance of scheduled meeting date.
2. Kickoff Meeting will include an overview of feasibility study goals, defining the planning horizon, a review of components from this scope of work, identify data requests and action items, discuss workflow and alternatives analysis approach, identify and characterize “do-nothing” scenarios that should be considered in later scopes of this project from the perspective of each team member agency, discuss goals of the questionnaire that will be sent out prior to Workshop 1, and other information that will be included in the Project Charter.
3. Collaboratively develop a draft Project Charter during the Kickoff Meeting, to include a commitment by each of the Parties on how they will work together on this feasibility study, key outcomes of this scope of work, and other Charter components identified by the Parties as necessary.
4. Facilitate up to 120 minute meeting and submit meeting summary.

B. Manage Scope, Schedule, Budget, Staffing (Subtask 1.2)

1. Develop and maintain an Action Item / Decision Log.
2. Set up and maintain online project collaboration site in MS Teams (site hosted by Engineer or one of the Parties).
3. Monitor and manage compliance with project scope, schedule, and budget.
4. Manage project staffing.
5. Recommend and implement corrective action if/when necessary to bring scope, schedule, and budget back to planned levels.

C. Project Manager Coordination Meetings (Subtask 1.3)

1. Facilitate up to 24 one-hour project coordination meetings via MS Teams, to be scheduled as mutually agreed upon by the Owner and Engineer project managers with up to 2 Engineer team members in attendance.
2. Update electronic action item and decision log to document meeting outcomes.

D. Progress Reports (Subtask 1.4)

1. Prepare concise monthly summary of work activities and scope, schedule, and budget status.

E. Task 1 Assumptions

1. 18 months of active project management.

F. Task 1 Deliverables

1. Kickoff meeting agenda, materials, and summary.
2. Real-time action item and decision log updates.

3. Monthly progress reports.
 4. Project Charter summary.
- 1.02 Define Planning Drivers, Goals, and Constraints (Task 2)
- A. Capacity Targets for Non-Potable and Potable Reuse (Subtask 2.1)
 1. Develop request for information (RFI) for each of the Parties to respond to with information that may include, but not be limited to:
 - a. 50 years planning horizon for water demand and supply projections, and 20-years for project and infrastructure planning and roadmap. These assumptions will be confirmed at the Kickoff Meeting.
 - b. Water rights (i.e., total flow and reusable water at each Water Resource Recovery Facility and Reclamation Facility (WRRF & WRF) in selected planning years and any limitations on how or where that water is used).
 - c. Demand forecasts.
 - d. Treated water discharge flow commitments, customer delivery commitments, potable water demands and other flow delivery commitments or constraints.
 - e. Currently planned projects and costs (reference from current Capital Improvement Projects lists, if applicable) that are within the planning horizon as defined above and confirmed by Parties during Kickoff Meeting and either account for reuse alternatives, have the potential to be offset by reuse projects, or may be related to potential future reuse infrastructure.
 - f. Relevant water quality and flow data at each of the Parties' WRRFs and WRFs, drinking water facilities, and the Denver Water Recycling Plant.
 - g. Summary of Parties' assumptions regarding future discharge regulatory requirements applicable to each WRRF and WRF.
 - h. Unit cost data (e.g., O&M costs at WRRFs & WRFs) and financial factors (escalation rates, etc.) needed for Task 1.05.
 - i. Other information determined necessary to support analyses in this study.
 2. Confirm water supply planning goals, capacities and needs from each of the Parties.
 - B. Reuse and Discharge Regulatory Summary (Subtask 2.2)
 1. Prepare a short, bulleted summary of non-potable reuse and indirect and direct potable reuse regulations.
 2. Prepare a summary of current regulatory drivers as stated in existing facility plans provided by each of the Parties, and update relevant regulatory drivers with Parties if needed.
 - C. Confirm Planning Drivers, Goals, and Constraints (Subtask 2.3)
 1. Develop a web-based questionnaire for all Parties to fill in at least 3 weeks ahead of Workshop 1.
 2. Questionnaire and goals to include Parties identifying financial goals and desired benefits including project offsets and targeted CIP financial benefits to include in subsequent Task 1.05 (Financial Feasibility of Regional Reuse System Alternatives) and Task 1.06 (Water Reuse Planning Roadmap).
 3. Conduct one follow-up call with each Partner Agency to ask clarifying questions and better define any drivers, goals, and constraints prior to Workshop 1. Also confirm the expectations of each Partner Agency for what specifically needs to be included in the roadmap (project deliverable).
 - D. Workshop 1: Confirmation of Drivers, Goals, and Constraints for Each Partner Agency (Subtask 2.4)
 1. Prepare meeting goals, agenda, and meeting materials for Workshop, submitted at least 1 week in advance of scheduled workshop date.

2. Present results from Task 1.02.C to provide context to common goals, drivers and constraints as well as individual stakeholder goals, drivers and constraints.
 3. Summarize the key drivers and challenges for each Partner Agency to clarify the goals of the potential project(s).
 4. Develop draft screening criteria for reuse options through facilitated group dialogue and alignment of common goals from Task 1.02.C.
 5. Facilitate up to 2-hour workshop with up to 4 Engineer team members and submit workshop summary.
- E. Facility-level Water Quality/Regulatory/Advanced Water Purification Facility (AWPF) Analysis (Subtask 2.5)
1. Review applicable water quality data from Metro’s two WRRFs, Aurora Water’s Sand Creek WRF (SCWRF), and the Denver Water Recycling Facility.
 2. Summarize the applicable water quality data and flag specific water quality criteria that may provide benefits or be challenging for either non-potable or potable reuse applications.
- F. Existing Infrastructure Capacity and Treatment Summary (Subtask 2.6)
1. Summarize capacities (and any identified limitations) of each treatment facility for each Partner Agency, using consolidated major capital improvement project information provided by Parties from their previous master plans and validated by each Partner Agency for gaps in previous assumptions. This information serves as the basis for the baseline “No Regional Reuse” alternative.
 2. Summarize current flows/demands at each treatment facility and projected flows/demands at key years in the future (i.e., 2030, 2040). This includes estimates of existing non-potable demands supplied from each WRRF and WRF, based on information provided by the Parties.
- G. Draft TM1: Basis of Planning (Subtask 2.7)
1. The results of Task 1.02 activities will be summarized in a draft technical memorandum (TM).
- H. Task 2 Assumptions
1. Each Partner Agency will provide the requested data in electronically editable format within 3 weeks of receiving the RFI.
 2. Current and projected flows are readily available for each Party; the budgeted hours in Tasks 2.1, 2.2, 2.5, and 2.6 are for summarizing information provided by the Parties without further analysis.
 3. Parties will have internal consensus and decisions for their Agency’s web-based questionnaire prior to their individual follow-up call.
 4. Parties will document and provide the existing and future treatment and conveyance capacities and infrastructure needs to serve as the baseline “No Regional Reuse” alternative. Parties will provide relevant financial information for future capital costs and existing O&M operating assumptions.
 5. Parties will provide additional capital and operating costing assumptions and information applicable to current and future conditions, which may not be documented in planning documents.
 6. The Parties will provide one set of consolidated comments using track changes on a shared single copy of the draft TM on MS Teams, which will be used to guide subsequent project work. The draft TM will not be revised under this task; comments will be reviewed and addressed in the TM as received and used to guide subsequent tasks’ work. The final TM with comments incorporated will be delivered as part of final documentation in Task 1.07.
- I. Task 2 Deliverables
1. RFI

2. Questionnaire
 3. Workshop 1 agenda, materials, and summary
 4. Draft TM1
- 1.03 Identify and Evaluate Regional Reuse Alternatives (Task 3)
- A. Identify Individual Reuse Project Options (Subtask 3.1)
 1. Identify up to fifteen (15) preliminary Individual Reuse Project Options (IRPOs), defined as schematic concepts for connecting or conveying a single source and quantity of reclaimed water from the SCWRF, Metro NTP, Metro RWHTF, and/or DW Recycling Plant to an end point for further treatment and/or distribution to non-potable or potable uses.
 2. Each IRPO will supply reclaimed water to new or existing non-potable reuse customer site(s) or to existing and/or future advanced treatment/distribution facilities, within the constraints identified in Task 1.02.
 3. Conveyance infrastructure needs and (if/as applicable) advanced water purification facility process train selection and siting for each IRPO will be evaluated as part of the system-level alternatives analyses in Task 1.04.
 4. Refine the concise list of draft IRPO screening criteria identified in Workshop 1.
 5. Evaluate each preliminary IRPO against the screening criteria.
 6. Establish a general implementation timeline for each IRPO that aligns with the drivers or constraints already established in Task 1.02.
 7. Tabulate findings for distribution to Workshop 2 invitees, recommending which IRPOs should be shortlisted for use in developing Regional Reuse System Alternatives (RRSAs).
 - B. Workshop 2: List of Individual Reuse Project Options (Subtask 3.2)
 1. Prepare meeting goals, agenda, and meeting materials for Workshop, submitted at least 1 week in advance of scheduled workshop date.
 2. Criteria weighting spreadsheet will be provided to Parties to fill in prior to Workshop 2 so weighting can be better defined and aligned in the Workshop.
 3. Refine and finalize the IRPO screening criteria and establish the relative importance (“weight”) of each through facilitated dialogue.
 4. Facilitate participatory activity to apply the weighted criteria and rank and screen the preliminary IRPOs to a maximum of ten (10) IRPOs for use as building blocks for RRSAs in Task 1.03.C.
 5. Facilitate up to 2-hour workshop with up to 4 Engineer team members and submit workshop summary.
 - C. Group Options Into Regional Reuse System Alternatives (RRSAs) (Subtask 3.3)
 1. Using the shortlisted IRPOs from Workshop 2 as building blocks, assemble up to five (5) preliminary RRSAs, each consisting of one or more IRPOs packaged together with the intent of forming a regional reuse system to meet the Parties’ goals identified in Task 1.02.
 2. Develop draft RRSA screening criteria to be used in the evaluation of RRSAs, building on the IRPO screening criteria from Task 1.03.B and the goals for each Partner Agency identified in Task 1.02, including qualitative and/or quantitative measures.
 3. Update/establish a general implementation timeline for each RRSA.
 - D. Workshop 3: List of Regional Reuse System Alternatives (RRSAs) to Be Evaluated (Subtask 3.4)
 1. Prepare meeting goals, agenda, and meeting materials for Workshop, submitted at least 1 week in advance of scheduled workshop date.

2. Refine and finalize the RRSA screening criteria and establish the relative importance (“weight”) of each through facilitated group dialogue.
 3. Include the baseline “No Regional Reuse” alternative for each Party as defined in Task 2.
 4. Confirm a concise set of key water quality parameters to be tracked in system simulation model in Task 1.03.E.
 5. Review and revise the components of each of the preliminary RSSAs through facilitated dialogue, including adding, subtracting, or modifying the components of RSSAs as needed to address Parties’ goals. Confirm final list of preliminary RSSAs to be modeled and evaluated further.
 6. Facilitate up to 2-hour workshop with up to 4 Engineer team members and submit workshop summary.
- E. Develop System Simulation Model (Subtask 3.5)
1. Develop schematic flow-balance model in Blue Plan-it® platform to include all IRPOs and key reuse source/treatment/distribution facilities included in the preliminary RSSAs.
 2. Develop model connectivity and scenarios in the model to allow user to turn each IRPO on/off to simulate the preliminary RSSAs.
 3. Develop model functionality to track flows from each key facility to receiving water discharge, non-potable reuse, and/or potable reuse as applicable, and to calculate quantitative performance measures from the RRSA screening criteria identified in Workshop 3, where practical and feasible to do so.
 4. Develop blending calculations to track a concise set of key water quality parameters at key facilities in each RRSA.
 5. Convene a single remote meeting with Partner Agency representatives to review initial draft model functionality.
 6. Revise and finalize model to reflect feedback from Partner Agency representatives.
- F. Screen up to Three (3) Regional Reuse System Alternatives (RSSAs) (Subtask 3.6)
1. Analyze the preliminary RSSAs using the RRSA screening criteria identified in Workshop 3, using the system simulation model supported by external calculations and qualitative evaluations as needed.
 2. Rank the alternatives using the RRSA screening criteria weighting established in Workshop 3.
 3. Tabulate findings for distribution to Workshop 4 invitees and provide a recommendation for which three (3) RSSAs should be shortlisted for further evaluation.
- G. Workshop 4: Shortlist of Three (3) Regional Reuse System Alternatives (RSSAs) (Subtask 3.7)
1. Prepare meeting goals, agenda, and meeting materials for Workshop, submitted at least 1 week in advance of scheduled workshop date.
 2. Review the scoring of each RRSA relative to the screening criteria; adjust scores if/as determined through facilitated group dialogue, update weighted-criteria ranking, and discuss resulting ranking of RSSAs to confirm the three RSSAs to be shortlisted for further evaluation.
 3. Facilitate up to 2-hour workshop with up to 4 Engineer team members and submit workshop summary.
- H. Draft TM2: Regional Reuse System Alternatives (Subtask 3.8)
1. Document methods and findings of Task 1.03 analyses in Draft TM2, including information regarding the development of IRPOs and preliminary RSSAs, weighted screening criteria, and results of screening analyses.
- I. Task 3 Assumptions

1. No additional analysis of augmentation of groundwater or surface water drinking water supplies with reclaimed water will be included in this analysis, other than currently developed projects, or discharges to Sand Creek and/or the South Platte River with recovery at Aurora Water’s North Campus.
2. Concept-level assessment of relative capital costs based on engineering judgement will be provided for initial screening of IRPO options; specific infrastructure capital cost estimates (AACE Class 5) and O&M costs will be developed for shortlisted RRSAs as described in Task 5.
3. Cost estimating will not be conducted under this task or at this stage of the project; cost estimates will be developed for shortlisted RRSAs as described in Task 1.05.
4. Any IRPO entailing service to a new non-potable reuse customer site(s) will be based on customer siting, demand, and water quality requirement details provided by the Parties.
5. A single draft version and a single final version of the system simulation model will be developed for use solely to facilitate alternatives analyses as part of the current project.
6. No user training or user manual will be developed for the system simulation model, nor will the model be developed with the intent of submitting it for subsequent use outside this scope of work. Delivery of the model for Parties’ subsequent use, including documentation, training, hosting, and support, can be provided under separate authorization.
7. The Parties will provide one set of consolidated comments using track changes on a shared single copy of the draft TM on MS Teams, which will be used to guide subsequent project work. The draft TM will not be revised under this task; comments will be reviewed and addressed in the TM as received and used to guide subsequent tasks’ work. The final TM with comments incorporated will be delivered as part of final documentation in Task 1.07.

J. Task 3 Deliverables

1. Workshop 2, 3, and 4 agenda, materials, and summary
2. Draft TM2
3. System Simulation Model input and output summary.

1.04 Infrastructure Needs Evaluation (Task 4)

A. Treatment and Conveyance Gap Analysis for Regional Alternatives (Subtask 4.1)

1. For each component of the three (3) shortlisted RRSAs identified in Workshop 4, identify treatment needs to achieve fit-for-purpose water quality for non-potable or potable reuse, as applicable.
2. Compare these treatment needs to existing treatment facilities and identify any gaps in treatment process type or capacity.
3. For each component of the three (3) shortlisted RRSAs identified in Workshop 4, identify conveyance needs to deliver water from its source to its destination.
4. Compare these conveyance needs to existing conveyance facilities (pump stations and pipelines) and identify any gaps in conveyance infrastructure or its capacity.
5. Consider capital improvements identified by the Parties for receiving water discharge permit compliance at SCWRF, RWHTF, and NTP, including Parties’ suggested opportunities to reduce capital expenditures through increased water reuse, and potential opportunities for “split stream” treatment with separate trains for discharge and reuse flow streams.

B. AWPf Analysis for Regional Alternatives (Subtask 4.2)

1. For treatment gaps identified in Task 1.04.A, evaluate potential advanced water purification (AWPF) process trains to achieve the needed level of treatment.
2. Develop a list of considerations for evaluating AWPf process train and siting options.

3. Recommend AWPf process train components and AWPf siting for each of the shortlisted RRSAs, where applicable.
- C. Conceptual Design – Infrastructure, PFDs, and Facility Layouts (Subtask 4.3)
1. For each of the three (3) shortlisted RRSA, develop conceptual-level design schematics for the necessary treatment and conveyance infrastructure at its identified capacity.
 2. Conceptual-level design schematics will include simplified process flow diagrams (PFDs) for AWPfs at their designated sites, with high-level design criteria and approximate footprints of major process components conceptually superimposed as two-dimensional boxes on aerial views of the relevant facility(ies).
 3. Develop conceptual routing for new conveyance infrastructure as needed for each shortlisted RRSA, generally following public right of way where possible.
- D. Workshop 5: Confirmation of Treatment/Conveyance Gaps, AWPf Options, PFDs (Subtask 4.4)
1. Prepare meeting goals, agenda, and meeting materials for Workshop, submitted at least 3 business days in advance of scheduled workshop date.
 2. Review the findings of treatment and conveyance gaps, AWPf components high-level design criteria and siting, and conceptual design of treatment and conveyance components that would be necessary for each of the shortlisted RRSAs.
 3. Confirm unit cost data (e.g., O&M costs at WRFs) and financial factors (escalation rates, etc.) and assumptions that will be used for costing improvements in Task 1.05.A, drawing on input received from Parties in Task 1.02.C.
 4. Facilitate up to 2-hour workshop with up to 4 Engineer team members and submit workshop summary.
- E. Draft TM3: Infrastructure Needs (Subtask 4.5)
1. Document methods and findings of Task 1.04 analyses in Draft TM3, including information regarding the identification of treatment and conveyance gaps, AWPf components and siting, and conceptual design of treatment and conveyance components that would be necessary for each of the shortlisted RRSAs.
- F. Task 4 Assumptions
1. No detailed pipeline routing will be developed; subsequent engineering and field services will be necessary to confirm/refine pipeline routing as part of preliminary design activities for any infrastructure to be implemented consistent with AACE definitions for a Class 5 cost estimate.
 2. The Parties will provide O&M unit costs for each existing facility (or assumed unit costs for unknown parameters or future facilities).
 3. The Parties will provide one set of consolidated comments using track changes on a shared single copy of the draft TM on MS Teams, which will be used to guide subsequent project work. The draft TM will not be revised under this task; comments will be reviewed and addressed in the TM as received and used to guide subsequent tasks' work. The final TM with comments incorporated will be delivered as part of final documentation in Task 1.07.
- G. Task 4 Deliverables
1. Workshop 5 agenda, materials, and summary
 2. Draft TM3
- 1.05 Financial Feasibility of Regional Reuse System Alternatives (Task 5)
- A. Class 5 life Cycle Cost Estimates for 3 Regional Alternatives and Baseline “No Reuse” Alternative (Subtask 5.1)

1. Develop capital and annual operating cost estimates for new treatment and conveyance infrastructure necessary for the three (3) shortlisted RRSAs, as identified in the gap analyses in Task 1.04.
 2. Examine and quantify at a conceptual level the potential to offset or reduce the cost of capital projects that would be needed at SCWRF, RWHTF, and/or NTP that would otherwise be necessary to meet anticipated discharge permit requirements, or of capital projects needed to add new drinking water or advanced water treatment as part of reuse alternatives.
- B. Financial Feasibility and Cost Allocation Strategies (Subtask 5.2)
1. Inventory and document a range of potential factors that could affect financial feasibility. For the 3 shortlisted alternatives, decision trigger points, constraints, and uncertainties related to financial feasibility will be identified for the three Parties. This information will be used for Task 6 to develop the Regional Water Reuse Planning Roadmap.
 2. Develop recommendations for potential cost allocation strategies and methods that would connect project costs for the RRSAs to benefits identified for each Partner Agency in Task 1.02, as applicable for each shortlisted RRSA.
- C. Task 5 Assumptions
1. Capital cost estimates will be developed consistent with AACE Class 5 (for 0% design definition, with anticipated accuracy range of -50% to +100%) consistent with Metro’s Cost Estimating Guidance.
 2. Cost estimates will exclude components common to all RRSAs, asset renewal/rehabilitation, land acquisition/easements, legal fees, permitting, other administrative costs.
 3. Operating costs will provide a comparative analysis between alternatives and include high-level estimates of labor, power, and chemical costs, drawing on unit costs provided by the Parties.
 4. Analyses will not include detailed or budgeting-level operating and maintenance costs or a life cycle cost analysis; these costs can be developed as part of detailed implementation analyses for the preferred RRSA under subsequent separate authorization.
 5. This project will include identification of potential cost allocation strategies, but will not identify the cost share from each Partner Agency for each of the RRSAs. This can be developed under subsequent and separate authorization.
 6. Findings from this task will be documented in TM4 under Task 1.06.
- D. Task 5 Deliverables
1. Class 5 capital cost estimates for 3 shortlisted RRSAs.
 2. Baseline capital and O&M cost information for the baseline “No Regional Reuse” alternative will be provided by each of the Parties. Baseline costs provided by Parties will be escalated using same factors and timing as the 3 shortlisted RRSAs for alignment with the Task 6 Roadmap.
- 1.06 Water Reuse Planning Roadmap (Task 6)
- A. Characterize Benefits to Each Partner Agency (Future Value Framework) (Subtask 6.1)
1. Develop matrix of where benefits and goals characterized in Task 1.02 and Workshop 1 are met with each RRSA. This will include estimated potential financial benefits for individual partner agencies under selected regional reuse alternatives compared to the “No Regional Reuse” alternative.
 2. Review matrix of benefits with each partner agency to confirm accuracy and check for updated benefits or goals realized throughout workshops and projects.
- B. Workshop 6: List of Benefits to Each Partner Agency (Future Value Framework) (Subtask 6.2)

1. Prepare meeting goals, agenda, and meeting materials for Workshop, submitted at least 1 week in advance of scheduled workshop date.
 2. Review the findings of the future value framework based on Task 1.06.A confirmation and assign values with the group for each category collaboratively.
 3. Facilitate up to 2-hour workshop with up to 4 Engineer team members and submit workshop summary.
- C. Risk Assessment and Mitigation Strategies (Subtask 6.3)
1. Develop a list of categories of potential types of risks (e.g., regulatory, cost, timeline) associated with implementing an RRSA.
 2. Map specific risk categories to each of the three shortlisted RRSAs and develop a matrix that includes the likelihood and consequences of each risk type for each RRSA.
 3. For each risk, identify potential mitigation strategies.
- D. Identify Stakeholders for Future Engagement Processes (Subtask 6.4)
1. Prepare a draft matrix of internal and external stakeholder groups that would be involved in implementing any of the shortlisted RRSAs and their roles in implementing regional reuse, where stakeholders are identified as groups that could affect, or be affected by, implementation of an RRSA.
 2. Internal stakeholder groups may include departments or groups within each Partner Agency and management/council/board of director groups for each Partner Agency.
 3. External stakeholder groups may include utility customers/ratepayers, regulatory agencies, funding agencies, and others.
- E. Phased Timeline for Regional Reuse System (Subtask 6.5)
1. Develop a 10 to 20-year phased timeline with key implementation steps and potential triggers or constraints for moving from the current RRSA conceptual-level information through planning, design, construction, and startup of the necessary facilities.
 2. Integrate stakeholder roles into the timeline, with specific roles and responsibilities for each stakeholder group at key steps in the implementation process.
- F. Roadmap Summary and Next Steps (Subtask 6.6)
1. Prepare a concise document (e.g., 6-8 pages) highlighting the implementation roadmap and key next steps, drawing on the findings of Tasks 1.06.A through 1.06.E.
- G. Workshop 7: Confirm Roadmap Summary and Next Steps (Subtask 6.7)
1. Prepare meeting goals, agenda, and meeting materials for Workshop, submitted at least 1 week in advance of scheduled workshop date.
 2. Review and refine the draft list of internal and external stakeholders for future engagement, and the phased timeline and roadmap for implementing a regional reuse system, through facilitated dialogue.
 3. Facilitate up to 2-hour workshop with up to 4 Engineer team members and submit workshop summary.
- H. Draft TM4: Components of the Roadmap (Subtask 6.8)
1. Document methods and findings of Task 1.05 and 1.06 analyses in Draft TM4, including cost estimates, cost allocation strategies, risk assessment and mitigation, stakeholders for future engagement, and the phased timeline and roadmap for implementing regional water reuse.
- I. Task 6 Assumptions

1. External stakeholder identification is included in this task, but no stakeholder outreach or engagement will be conducted under this scope of work
 2. The Parties will provide one set of consolidated comments using track changes on a shared single copy of the draft TM on MS Teams, which will be used to guide subsequent project work. The draft TM will not be revised under this task; comments will be addressed in the TM as part of final documentation in subsequent Task 1.07.
- J. Task 6 Deliverables
1. Workshop 6 agenda, materials, and summary
 2. Workshop 7 agenda, materials, and summary
 3. Draft TM4
- 1.07 Final Documentation (Task 7)
- A. Finalize Technical Memoranda and Roadmap Fact Sheet (Subtask 7.1)
1. Address Parties' comments on draft TMs 1, 2, 3, and 4 to create final version of each.
 2. Develop a single draft and single final version of a 2-page Roadmap Fact Sheet for use in communicating findings and next steps to internal stakeholders or Parties' decision makers.
- B. Task 7 Assumptions
1. All deliverables will be submitted electronically
 2. TM revisions will be made in a single final TM for each of TMs 1, 2, 3, and 4 to reflect comments submitted by Parties on draft TMs in prior tasks, with no further comments or iterations on draft deliverables.
 3. The Parties will provide one set of consolidated comments on the draft Roadmap using track changes on a shared single copy on MS Teams.
- C. Task 7 Deliverables
1. Final version of each TM from prior tasks
 2. Draft and final 2-page Roadmap Fact Sheet
- 1.08 General Assumptions
- A. All draft narrative deliverables will be submitted electronically as Microsoft Word documents to facilitate commenting and revisions. Final deliverables will be provided in pdf format.
 - B. All narrative deliverables will follow the quality standards included in Exhibit C.
 - C. All deliverables throughout project will be submitted electronically.

ARTICLE 2—ADDITIONAL SERVICES

2.01 Additional Services


- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others  Additional Services as detailed via Amendment.

EXHIBIT B—ENGINEER’S STANDARD HOURLY RATES

This is **Exhibit B, Engineer’s Standard Hourly Rates**, referred to in and part of the Agreement between Owner and Engineer for Study Professional Services dated **[date]**.

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Exhibit B and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraph 4.02 of the Agreement and are subject to annual review and adjustment.

B. Schedule of Hourly Rates for services provided in 2024:

Position	Rate
ENGINEERS/SCIENTISTS	
Assistant Professional	\$169
Professional	\$193
Project Professional	\$217
Lead Project Professional	\$251
Senior Professional	\$287
Senior Specialist	\$310
TECHNICIANS	
Technicians	\$135
Senior Technicians	\$188
Senior Designer	\$248
SUPPORT STAFF	
Document Processing/Clerical	\$119

EXHIBIT C – DELIVERABLE QUALITY STANDARDS

This Exhibit is intended to underscore the Owner’s quality expectations for any narrative technical report deliverables. Deliverables provided to the Owner will have undergone quality review by the Engineer. Time associated with internal review of Deliverables must be considered in Engineer’s schedules. The Owner does not provide quality review on behalf of the Engineer. Lost time or cost associated with Owner’s refusal to fully review a Deliverable when substandard quality is demonstrated will be Engineer’s responsibility.

Upon receipt of draft and final, Owner will use the following checklist for all Draft and Final narrative document deliverables, including technical memoranda (TM), reports, executive summaries, etc., prior to accepting deliverables for internal review in accordance with the terms defined in the contract.

ARTICLE 1—TECHNICAL REPORTS

- 1.01 Prepare an outline identifying section headings prior to development of deliverable for Owner review to ensure content meets expectations and requirements.
- 1.02 Technical Quality Review
 - A. The technical content, costs, and calculations have been quality assured and checked (QA/QC’ed) by consultant/contractor.
 - B. For draft deliverables: The technical content is complete, and where not complete the remaining information gaps are highlighted and annotated (responsible party to provide information and deadline).
 - C. The appendices are included, complete, and contain all relevant information in support of technical information provided in the main body of the document, including data figures, etc.
- 1.03 Document Processing
 - A. The format can follow company specific templates (unless format/content is dictated by approval agency requirements [e.g., CDPHE]).
 - B. Deliverables under this exhibit reflect professional document processing standards, including those listed below.
 - C. Front-end documents are included (cover letter/transmittal, cover, additional supporting documentation, if applicable, and list of abbreviations/acronyms and TOC).
 - D. Appendices are correctly numbered and referenced in the main body.
 - E. Figures and tables are consistently numbered and referenced in text. Data, tables, and graphics/figures are consistent in style and format, are readable, and contain all relevant information.
 - F. Spell/grammar check is completed.
 - G. The report follows consistent formatting, style, punctuation, and capitalization.
 - H. Abbreviations/acronyms are introduced at first occurrence.
- 1.04 Technical writing review
 - A. Draft TM or Report reflects professional technical writing standards including those listed below:
 - B. Language and paragraph structure is intentional and clear.
 - C. Reporting content organization is logical and not repetitive.



CITY OF AURORA

Council Agenda Commentary

Item Title: Careers in Construction Colorado Agreement
Item Initiator: Françoise Bergan, Council Member
Staff Source/Legal Source: Laura Perry, Deputy City Manager / Michelle Gardner, Senior 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: 7/8/2024

Regular Meeting: N/A

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

Item requires a Public Hearing: Yes No

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

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

Sponsor: Françoise Bergan, Council Member
Laura Perry, Deputy City Manager / Michelle Gardner, Senior Assistant City Attorney

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

- Approve Item and Move Forward to Study Session Approve Item as Proposed at Study Session
- Approve Item and Move Forward to Regular Meeting Approve Item as Proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Planning & Economic Development

Policy Committee Date: 8/2/2023

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

Recommends Approval

Does Not Recommend Approval

Forwarded Without Recommendation

Minutes Not Available

Minutes Attached

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

Resolution R2024-41 CREATING A WORKFORCE DONATION OPPORTUNITY FOR RESIDENTIAL AND COMMERCIAL BUILDERS TO VOLUNTARILY CONTRIBUTE TO THE CAREERS IN CONSTRUCTION PROGRAM Effective 4/22/2024 in support of this program.

The Home Builder Association of Metro Denver and the American General Contractors made a presentation on the Careers in Construction Colorado program to the Planning and Economic Development Policy Committee in 2020 and in 2023.

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

The Work Force Donation is a voluntary contribution made at the time the developer's or builder's permit application is made ("Permittee") and will include an opt-out feature on Aurora's computer portals. The Work Force Donation shall be a one-time twenty-five dollars (\$25) per permit for a new residential single family building and two hundred dollars (\$200) per permit for a new commercial building, to be applied at the time a permit application is made by Permittee.

FISCAL IMPACT

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

Revenue Impact

Budgeted Expenditure Impact

Non-Budgeted Expenditure Impact

Workload Impact

No Fiscal Impact

REVENUE IMPACT

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

N/A – Donation Funds will be collected by the City and provided to the Careers in Construction Colorado program.

BUDGETED EXPENDITURE IMPACT

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

The administration of the program will be handled by existing staff and within existing city technology systems. The City will retain 2% of donations received to cover staff time for administration of the program (accounting and systems administration).

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

Workload will be absorbed by the existing staff in Finance, IT, and the Building Division.

QUESTIONS FOR COUNCIL

Does Council support the agreement between the City of Aurora, Colorado and the Construction Foundation of Colorado (CEF) for voluntary docations made to the Careers in Construction Colorado (CICC) program to approve at the next Regular Meeting?

LEGAL COMMENTS

Council members have authority to place items on the Study Session agenda. Each such item shall indicate the party requesting the item. (City of Aurora City Council Rule of Order and Procedure Section B.2(a)). Council shall have all legislative powers of the City and all other powers of a home rule city not specifically limited by the Constitution of the State of Colorado and not specifically limited or conferred upon others by the Charter. (City Charter Section 3-9). (M. Gardner)

RESOLUTION NO. R2024- __

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA,
COLORADO, BETWEEN THE CITY OF AURORA AND THE CONSTRUCTION
EDUCATION FOUNDATION OF COLORADO (CEF) REGARDING WORK FORCE
DONATIONS VOLUNTARILY MADE TO THE CAREERS IN CONSTRUCTION
COLORADO (CICC) PROGRAM

WHEREAS, the State of Colorado has an essential need for more construction employees that creates a tremendous career opportunity for today's youth; and

WHEREAS, Careers in Construction Colorado ("CICC") is a high school construction trade program ("Program") for which the Construction Education Foundation of Colorado ("CEF"), the Housing & Building Association of Colorado Springs, and other local homebuilding associations in Colorado, operate in 63 high schools in partnership with various school districts and high schools; and

WHEREAS, CEF is a 501c3 non-profit organization that brings construction-based vocational education into high schools and connects students to various construction jobs and trade opportunities; and

WHEREAS, the Program will become active at Vista PEAK Preparatory High School and Gateway High School in Aurora, Colorado in the 2024-2025 school year; and

WHEREAS, the Program uses the Home Builder's Institute ("HBI") Curriculum, which is certified as a pre-apprenticeship curriculum by the US Department of Labor, and the Colorado Department of Education has approved the HBI Curriculum for use in high schools in Colorado; and

WHEREAS, Aurora desires to enter into an agreement with CEF to allow developers and builders within Aurora to opt-out of making a voluntarily administrative donation at the time of permitting for new commercial construction and new residential construction that will be used for the Program ("Work Force Donation"); and

WHEREAS, the Work Force Donation is a voluntary contribution made at the time the developer's or builder's permit application is made ("Permittee") and will include an opt- out feature on Aurora's computer portals; and

WHEREAS, the Work Force Donation is restricted to the use of funding the Program in the following public schools: Aurora Public School ("APS") high schools, Cherry Creek School District ("CCSD") high schools, and Pickens Technical College; and

WHEREAS, the Work Force Donation shall be a one-time twenty-five dollars (\$25) per permit for a new residential single-family building and two hundred dollars (\$200) per permit for a new commercial building, to be applied at the time a permit application is made by Permittee; and

WHEREAS, on April 22, 2024, the City Council of Aurora approved through Resolution No. R2024-41 its support for the Program and has determined it to be in the best interest of the citizens of Aurora to create a suitable agreement between Aurora and CEF regarding the Work Force Donation; and

WHEREAS, Aurora's Building Division of the Development Services Department (the "Building Division"), shall be responsible for the administration and collection of the Work Force Donation for the Program on all permits for which the permit recipient agrees to pay the Work Force Donation; and

WHEREAS, in addition to the foregoing, it is reasonable and necessary for the Building Division to retain 2% of gross fees collected for administrative services provided any vendor fees associated with collecting the Work Force Donation by its credit card collection system prior to remitting donations collected to CEF; and

WHEREAS, pursuant to City Charter 3-9, the City Council of the City of Aurora has all legislative powers of the City and all other powers of a home rule city not specifically limited by the Constitution of the State of Colorado and not specifically limited or conferred upon others by the Charter; and

WHEREAS, pursuant to City Charter 5-1, the City Council of the City of Aurora shall have the power to act by ordinance, resolution or motion and may adopt policies as it deems proper and advisable.

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

Section 1. The City Council of the City of Aurora authorizes the City Manager through City staff to provide the ability for residential and commercial builders to contribute and support the Careers in Construction Program through the City's permit management system, pursuant to an agreement between the City of Aurora and the Construction Education Foundation of Colorado hereby approved by this resolution.

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

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

RESOLVED AND PASSED this _____ day of _____, 2024.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

RLA

Michelle Gardner

MICHELLE GARDNER, Sr. Assistant City Attorney

RESOLUTION NO. R2024- 41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA,
COLORADO, CREATING A WORKFORCE DONATION OPPORTUNITY FOR
RESIDENTIAL AND COMMERCIAL BUILDERS TO VOLUNTARILY CONTRIBUTE TO
THE CAREERS IN CONSTRUCTION PROGRAM

WHEREAS, the State of Colorado has 182,000 construction employees in 2023 and the Colorado Department of Labor and Employment projects that the industry will need 220,000 employees in 2027, or 38,000 additional employees (plus retirement replacements) within 4 years; and

WHEREAS, this need for construction employees creates a tremendous career opportunity for today's youth; and

WHEREAS, Careers in Construction Colorado ("CICC") is a high school construction trade program ("Program") for which the Associated General Contractors of Colorado ("AGC"), the Housing & Building Association of Colorado Springs, and other local homebuilding associations in Colorado, operate in 63 high schools in partnership with various school districts and high schools; and

WHEREAS, CICC is a non-profit organization that brings construction-based vocational education into high schools and connects students to various construction jobs and trade opportunities; and

WHEREAS, the Program will become active at Vista PEAK Preparatory High School and Gateway High School in Aurora, Colorado in the 2023-2024 school year; and

WHEREAS, the Program uses the Home Builder's Institute ("HBI") Curriculum, which is certified as a pre-apprenticeship curriculum by the US Department of Labor, and the Colorado Department of Education has approved the HBI Curriculum for use in high schools in Colorado; and

WHEREAS, the City of Colorado Springs and the City and County of Denver have created a way for builders to support the cost of the Program by voluntarily donating an additional amount to their applicable permit fees when making payment through the computer portal programs; and

WHEREAS, such donation is a voluntary contribution by the builders and includes an opt-out feature on those cities' computer portals; and

WHEREAS, such donation, as a voluntary contribution, is restricted to the use of funding the Program in the following public schools: Aurora Public School ("APS") high schools, Cherry Creek School District ("CCSD") high schools, and Pickens Technical College; and

WHEREAS, the voluntary contribution amount is twenty-five dollars (\$25) per new residential permit and two hundred dollars (\$200) per new commercial permit; and

WHEREAS, the City Council of the City of Aurora, Colorado desires to support the Program and finds that it would be in the best interest of the citizens of Aurora to create a suitable agreement between the City of Aurora, the HBA and AGC; and

WHEREAS, pursuant to City Charter 3-9, the City Council of the City of Aurora has all legislative powers of the City and all other powers of a home rule city not specifically limited by the Constitution of the State of Colorado and not specifically limited or conferred upon others by the Charter; and

WHEREAS, pursuant to City Charter 5-1, the City Council of the City of Aurora shall have the power to act by ordinance, resolution or motion and may adopt policies as it deems proper and advisable.

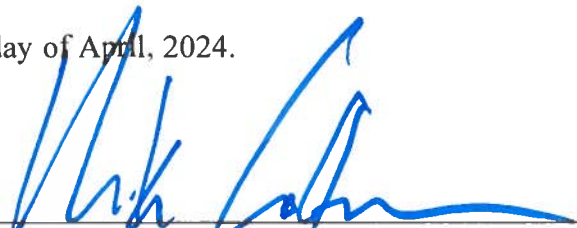
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, THAT:

Section 1. The City Council of the City of Aurora authorizes the City Manager through City staff to provide the ability for residential and commercial builders to contribute and support the Careers in Construction Program through the City’s permit management system, pursuant to an agreement between the City of Aurora, the Homebuilders Association of Metro Denver (“HBA”), and AGC.

Section 2. Any costs associated with the administration of this Program will be paid out of the voluntary contributions to the Program collected by the City of Aurora.

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

RESOLVED AND PASSED this 22 day of April, 2024.



MIKE COFFMAN, Mayor

ATTEST:


KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

RLA


MICHELLE GARDNER, Sr. Assistant City Attorney



**AGREEMENT BETWEEN THE CITY OF AURORA AND THE CONSTRUCTION
EDUCATION FOUNDATION OF COLORADO (CEF) REGARDING WORK
FORCE DONATIONS VOLUNTARILY MADE TO THE CAREERS IN
CONSTRUCTION COLORADO (CICC) PROGRAM**

THIS AGREEMENT (“Agreement”) is made and entered into as of the ___ day of _____, 2024, by and among the City of Aurora, Colorado, a home rule municipal corporation of the Counties of Adams, Arapahoe and Douglas, Colorado (“Aurora”) and the Construction Education Foundation of Colorado, a 501c3 non-profit organization (“CEF”), collectively “the Parties.”

RECITALS

WHEREAS, the State of Colorado has an essential need for more construction employees that creates a tremendous career opportunity for today’s youth; and

WHEREAS, Careers in Construction Colorado (“CICC”) is a high school construction trade program (“Program”) for which the Construction Education Foundation of Colorado (CEF), the Housing & Building Association of Colorado Springs, and other local homebuilding associations in Colorado, operate in 63 high schools in partnership with various school districts and high schools; and

WHEREAS, CEF is a 501c3 non-profit organization that brings construction-based vocational education into high schools and connects students to various construction jobs and trade opportunities; and

WHEREAS, the Program will become active at Vista PEAK Preparatory High School and Gateway High School in Aurora, Colorado in the 2024-2025 school year; and

WHEREAS, the Program uses the Home Builder’s Institute (“HBI”) Curriculum, which is certified as a pre-apprenticeship curriculum by the US Department of Labor, and the Colorado Department of Education has approved the HBI Curriculum for use in high schools in Colorado; and

WHEREAS, Aurora desires to enter into an agreement with CEF to allow developers and builders within Aurora to opt-out of making a voluntarily administrative donation at the time of permitting for new commercial construction and new residential construction that will be used for the Program (“Work Force Donation”); and

WHEREAS, the Work Force Donation is a voluntary contribution made at the time the developer’s or builder’s permit application is made (“Permittee”) and will include an opt-out feature on Aurora’s computer portals; and

WHEREAS, the Work Force Donation is restricted to the use of funding the Program in the following public schools: Aurora Public School (“APS”) high schools, Cherry Creek School District (“CCSD”) high schools, and Pickens Technical College; and

WHEREAS, the Work Force Donation shall be a one-time twenty-five dollars (\$25) per permit for a new residential single-family building and two hundred dollars (\$200) per permit for a new commercial building, to be applied at the time a permit application is made by Permittee; and

WHEREAS, on April 22, 2024, the City Council of Aurora approved through Resolution No. R2024-41 its support for the Program and has determined it to be in the best interest of the citizens of Aurora to create a suitable agreement between Aurora and CEF regarding the Work Force Donation; and

WHEREAS, Aurora's Building Division of the Development Services Department (the "Building Division"), shall be responsible for the administration and collection of the Work Force Donation for the Program on all permits for which the permit recipient agrees to pay the Work Force Donation; and

WHEREAS, in addition to the foregoing, it is reasonable and necessary for the Building Division to retain 2% of gross fees collected for administrative services provided any vendor fees associated with collecting the Work Force Donation by its credit card collection system prior to remitting donations collected to CEF.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and promises contained herein, and the foregoing Recitals which are hereby incorporated into this Agreement, the Parties agree as follows:

1. Building Division Obligations. The Building Division agrees to provide the following services:

a. Collect by its on-line services, keep and maintain accurate records for the collection of the Work Force Donation.

b. Produce and provide all necessary systems, available at the Building Division in an electronic format on its database and also available 24 hours per day, seven (7) days per week by its on-line services, subject to periods of system maintenance, for the payment of the Work Force Donation paid to CEF.

c. Provide all labor, supervision, equipment and supplies necessary to perform the services contemplated under this Agreement.

d. Send to CEF quarterly beginning January 1 each calendar year, the Work Force Donations collected, less the 2% administrative and credit card system fee charged by the Building Division as provided in this Agreement and retained by the Building Division, and provide accounting thereof. Any errors discovered after the remittance by the Building Division to CEF shall be adjusted by the addition or subtraction of the appropriate amounts on the next remittance to CEF.

e. Provide quarterly to CEF in an electronic format a listing of all building permits issued for which the Work Force Donation was collected.

2. CEF Obligations. CEF agrees to provide the following services:

a. Make all refunds resulting from an error or overpayment of the Work Force Donation after review and examination by CEF.

b. Conduct all audits and conduct and prosecute all actions necessary to enforce the Work Force Donation.

c. Cooperate with all Building Division personnel in order to carry out the intent and purposes of this Agreement, including, but not limited to, provide the Building Division with information in CEF's possession that may be useful or necessary to assist the Building Division in the collection of the Work Force Donation.

d. Provide an annual report to City Council which includes the following:

- Aurora CICC high schools that received funding and amount
- Number of students enrolled in Aurora CICC programs
- Number of Aurora students placed in construction jobs or apprenticeships

3. Compensation. CEF agrees to allow the Building Division to retain two percent (2%) of all gross Work Force Donations collected on behalf of CEF, and any vendor fees associated with collecting the Work Force Donation by its credit card collection system. The Building Division shall provide monthly a detailed and itemized invoice to CEF for collection fees and reimbursements owed by CEF to the Building Division. The Building Division will deduct these amounts from the Work Force Donation collected before said funds are sent to CEF. In the event of any dispute as to an amount owed, CEF and the Building Division will cooperate toward a mutually acceptable resolution.

4. No Waiver of Governmental Immunity. Nothing in this Agreement expresses or implies a waiver of any protections available to Aurora and the Building Division under the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., 2008, as amended.

5. Effective Date and Termination. This Agreement shall become effective upon mutual execution of this Agreement, and the Parties shall commence performance to assure that the Building Division is able to collect the Work Force Donation beginning _____ (date). This Agreement will automatically renew each year on the anniversary of this Agreement unless either Party gives written notice of the termination of the Agreement. Either Party, without cause, may terminate this Agreement upon the giving of sixty (60) days prior written notice of such termination to the other Party.

6. No Third-Party Beneficiaries. This Agreement does not and shall not be deemed to confer upon or grant to any third party any right to claim damages or to bring any lawsuit, action or other proceeding against either CEF, Aurora, and/or the Building Division as a result of any alleged breach hereof or as a result of any terms, covenants,

agreements or conditions contained herein.

7. Inspection and Retention of Records. Each Party or its designated representative shall have the right, upon reasonable advance notification and during normal business hours, to inspect and audit the other Party's records, reports and associated materials regarding the other Party's performance of this Agreement. Each Party further agrees to maintain such records, reports and associated materials for a period of three (3) years from the date of termination of this Agreement.

8. Modifications and Waivers in Writing. No modification or waiver of this Agreement or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

9. Assignment Prohibited. This Agreement may not be assigned without the mutual written consent of the Parties hereto. This Agreement shall be binding upon the respective Parties hereto, their successors or assigns, and may not be assigned by anyone without the prior written consent of the other respective Party hereto.

10. Entire Agreement. This Agreement embodies the whole agreement between the Parties hereto and there are no inducements, promises, terms, conditions, or obligations made or entered into by any of the Parties hereto other than that contained herein.

11. Severability. All agreements and covenants herein are severable, and in the event that any of them shall be held invalid by a court of competent jurisdiction, this Agreement shall be interpreted as if such invalid agreement or covenant were not contained herein.

12. Jurisdiction and Venue. The exclusive jurisdiction and venue for any litigation arising under this Agreement shall be in the District Court, County of Arapahoe, State of Colorado.

13. Section Headings. Section headings are provided for convenience only and shall have no bearing on the interpretation of all or part of any such section.

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

SIGNATURES FOLLOW NEXT PAGE

CONSTRUCTION EDUCATION FOUNDATION

Bryan J Cook

Bryan Cook, Executive Director
Construction Education Foundation
1114 W. 7th Avenue
Denver, CO 80204

CITY OF AURORA, COLORADO

Mike Coffman, Mayor
City of Aurora, Colorado
15151 E. Alameda Parkway
Aurora, CO 80012

ATTEST:

Kadee Rodriguez, City Clerk

APPROVED AS TO LEGAL FORM:

Michelle Gardner

Michelle Gardner, Sr. Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: CLG Grant Award Acceptance (Resolution)
Item Initiator: Chris Geddes, Historic Preservation Specialist, Library and Cultural Services
Staff Source/Legal Source: Chris Geddes, Historic Preservation Specialist, Library and Cultural Services / Tim Joyce, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 4.4--Strengthen and build effective partnerships with the city's diverse community; and celebrate and appreciate diversity

COUNCIL MEETING DATES:

Study Session: 7/8/2024

Regular Meeting: 7/22/2024

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

Item requires a Public Hearing: Yes No

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

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

Chris Geddes, Historic Preservation Specialist, Library and Cultural Services / Tim Joyce, Assistant City Attorney
Estimated time: 10 mins

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

- Approve Item and Move Forward to Study Session Approve Item as Proposed at Study Session
- Approve Item and Move Forward to Regular Meeting Approve Item as Proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

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

Policy Committee Date: 6/26/2024

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

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

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

PR+ Committee reviewed, asked questions, and approved unanimously to move forward on 6/24/2024

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

Aurora has a Certified Local Government (CLG) since 1986. As a CLG, we have access to grant funds that non-CLGs do not. The Historic Preservation Specialist (HPS) applied for the grant in January 2024 with the Mayor’s signature on the application. The grant is to hire a qualified historic preservation consultant to update the 2015 Historic Resources Survey Plan. While helpful at the time, the earlier plan does not address the diversity in the city nor does it prioritize the historic neighborhoods that would be good candidates for historical and architectural surveys. Multiple public outreach meetings are planned, to include our cultural and ethnic communities as they play a significant role in Aurora’s history.

Congress took longer than normal to approve the Interior’s budget, which meant a delay in the grants being awarded. Upon receiving the grant award and attempting to get signatures to accept the \$25,000 grant, the HPS was informed by legal that acceptance of the grant required a resolution with PR+, Study Session, and City Council approval. This process is delaying the already late start on this grant project and we will right against the deadline if we don’t get started soon. If we do not complete the grant in time, that will impact our ability to receive further CLG grants as well as the larger SHF grant program. It is imperative to approve this resolution so that we may accept our \$25,000 grant award and get a consultant under contract as the clock is ticking.

FISCAL IMPACT

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

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

REVENUE IMPACT

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

N/A

BUDGETED EXPENDITURE IMPACT

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

The Historic Preservation Specialist will manage the grant as part of her regular duties. The LCS Financial Manager, Matt Kipp, will have minimal work in paying the consultant once they are under contract.

QUESTIONS FOR COUNCIL

Does the Council wish to support the resolution accepting the \$25,000 grant award from the CLG program?

LEGAL COMMENTS

City Council may, by resolution, enter into contracts or agreements with other governmental units or special districts for the joint use of buildings, equipment or facilities, and for furnishing or receiving commodities or services. (City Charter, art. X, sec. 10-12). Upon authorization by a majority vote of the members of City Council voting thereon, the Mayor shall execute all intergovernmental agreements to which the City is a party. (Aurora, Colo. Code section 2-31(b)(2)) (TJoyce)



Navigate to...



History Colorado Awards an Additional \$62,000 to County and Municipal-led Preservation Projects

🕒 May 17, 2024 ❤️ Like 💬 0 👤 Guest Contributor



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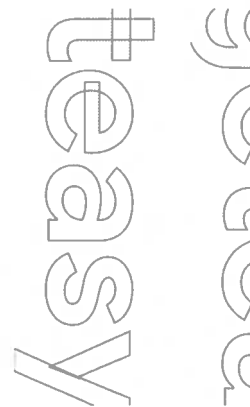
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Government (CLG) program has awarded an additional \$62,941 to three county and municipal government-led historic preservation projects. This funding is in addition to **CLG grants awarded in March** and brings the total funding for 2024 to \$143,811.

All six projects funded in this grant round either help with the identification and study of historic resources or provide guidelines for meeting the needs of growing communities while minimizing the impacts on the character-defining features of those communities.

“Surveys and design guidelines like the ones funded in these grants are vital building blocks for historic preservation efforts across the state,” said **Patrick Eidman**, chief preservation officer and deputy state historic preservation officer. “These projects build awareness of historic resources within our diverse communities and create frameworks for how we can protect those resources while still meeting the needs of our growing communities.”

The Certified Local Government program is part of the **State Historic Preservation Office** and is one of the many ways that History Colorado invests in the prosperity of rural communities and preserves the rich history of the Centennial State.



Currently 67 of Colorado's 127 local governments have been certified by the State Historic Preservation Office and the National Park Service as CLGs. This distinction makes them eligible for grants and shows the community's commitment to maintaining standards consistent with federal archaeology and historic preservation requirements.

Highlighted Projects:

City of Aurora | Arapahoe, Adams, and Douglas Counties, CO

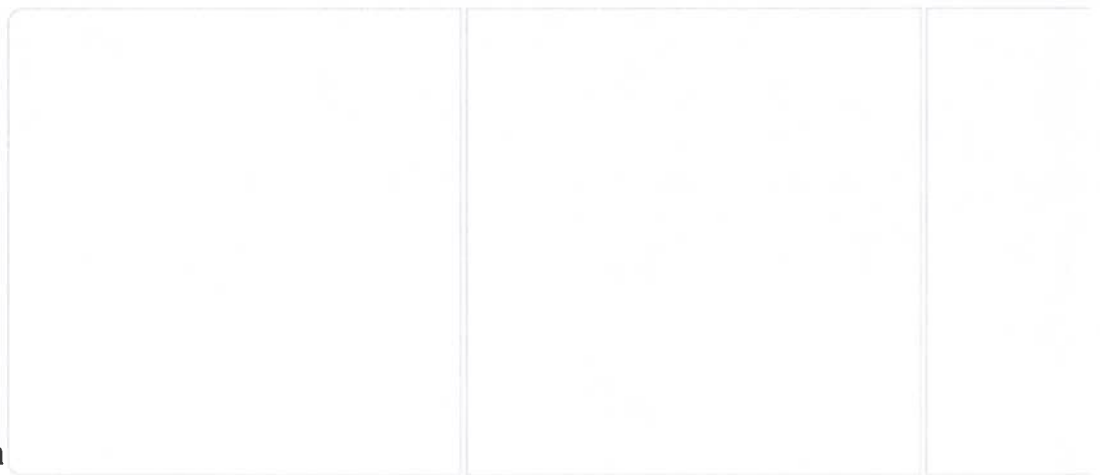
The City of Aurora was awarded \$25,000 to hire a qualified preservation consultant to update its Historic Resources Survey Plan. The existing plan is due for an update as it does not re

[▲ Back to top](#)

properties or neighborhoods significant to underrepresented and historically marginalized communities in Aurora, which is the most diverse city in the state with roughly 21% of its population reporting a birthplace outside the United States.

The need for this updated survey plan was recognized at a recent Historic Preservation Commission (HPC) meeting where the Commissioners presented a number of different potential local preservation opportunities connected with the diverse ethnic groups of Aurora.

“Each idea discussed by the Historic Preservation Commissioners and me resulted in the realization that we need a survey first to know where these potential districts and landmarks are located,” said **Chris Geddes**, historic preservation specialist for the City of Aurora. “Even locally landmarking properties associated with the various ethnic groups requires additional context and knowing where different communities settled in Aurora.”



The proposed survey plan historical themes and pro role the city’s diverse cultural groups have played in the history of Aurora.

The survey process will include multiple public meetings to receive guidance from Aurorans, and the final product will provide both a prioritization of properties to be preserved and a list of potential funding sources for preservation projects.

THIS IS YOUR BODY
— USE IT

Boulder Centre
for Orthopedics
Your Life in Motion

Lynn A. Voss, M.D.
Trauma Specialist
Sports Injuries
Nationally Recognized
Newborn to Elderly

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“This updated plan will reflect the current state of preservation in the city; especially in relation to cultural diversity and underrepresented groups in the community,” **Geddes** said. “Additionally, the plan will provide a clear-cut methodology for recording the voluminous number of historic properties through historical and architectural survey as well as a timeline for the execution of this important undertaking.”

Town of Minturn | Eagle County, CO

The Town of Minturn was awarded \$25,000 for a resource survey which will identify historic assets in the town and guide historic context studies for properties that are eligible for historic designation. This survey will build off of recent efforts by Minturn to recognize and preserve historic structures in the township, such as the inclusion of a historic preservation ordinance into the town’s municipal code.

“Although we have had this code in place for about 18 months now, the Town has only had three properties nominated and designated to be local landmarks,” said **Madison Harris**, planner 1 for the Town of Minturn. “This survey would provide data for staff, HPC, and the Town Council to more confidently nominate and designate properties in Town that meet the 75-year-old threshold and at least one other eligibility criteria.”

The project will include an architectural survey of the town to establish future preservation priorities and identify a list of 10 priority properties for deeper research. These priority properties will receive an intensive-level survey and archival research to establish a detailed record of the history of the property as well as its owners.

Town officials hope this survey will promote designation and rehabilitation of historic buildings in Minturn, give them tools to determine “what is actually historic vs. what looks old,” and educate locals of the funding opportunities available for historic preservation projects.

“It is my hope that with the results of the survey to point to, the evidence will be there for people to understand why it is often more sustainable to reuse existing buildings as well as to support the HPC if they make a determination that demolition or alteration is not appropriate,” **Harris** said.



City of Cortez | Montezuma County, CO

The City of Cortez was awarded \$12,941 to hire a cultural resource consulting firm to conduct an intensive archaeological survey at several city-owned open spaces. This survey will document any prehistoric and historic resources contained within the natural areas and expand earlier surveys which largely focused on the natural resources present.

With more than 20,000 identified archaeological sites – the majority of which are associated with ancestral Puebloan occupation of the region – Montezuma county has one of the densest concentrations of archaeological sites in North America and it is expected that more may be found through this survey work.

This project will allow for a more comprehensive management plan of these public open spaces and the location of any sites identified through this survey work will remain confidential to protect them from vandalism.

“The City of Cortez needs to develop a more comprehensive management plan for our natural areas,” said **Linda Towle**, author of the grant application and Chair of the Cortez Historic Preservation Board, authorized by the City of Cortez. “The staff needs to know where archaeological sites are located on open space property so that these sites can be properly managed, primarily through avoidance during trail work, invasive species mitigation, and other low impact projects.”

About The Certified Local Government Program

Through the State Historic Preservation Office (SHPO), History Colorado administers the U.S. Department of Interior’s Historic Preservation Fund (HPF) Program in cooperation with the National Park Service (NPS). Under this program, NPS has specified that at least 10% of Colorado’s annual program funds must be subgranted to Certified Local Governments (CLGs). Grants are awarded on a competitive basis to eligible applicants for projects that range from preservation planning, context studies and surveys, outreach, connecting with underrepresented communities,

as well as scholarship funding for educational opportunities by historic preservation commissioners in CLGs.

Currently 67 local governments are certified by History Colorado, and since the initiation of the program in 1985, more than \$4 million has been awarded to counties and municipalities in Colorado by the CLG program. In 2000, History Colorado began providing matching funds for CLG grants through the State Historical Fund, which removed the barrier of matching funding for governments applying for grants. [Additional information about the CLG program is available here.](#)

About History Colorado

History Colorado is a division of the Colorado Department of Higher Education and a 501(c)3 non-profit that has served more than 75,000 students and 500,000 people in Colorado each year. It is a 144-year-old institution that operates eleven museums and historic sites, a free public research center, the Office of Archaeology and Historic Preservation which provides technical assistance, educational opportunities, and other access to archaeology and historic preservation, and the History Colorado State Historical Fund (SHF), which is one of the nation's largest state funded preservation programs of its kind. More than 70% of SHF grants are allocated in rural areas of the state. Additionally, the offices of the State Archaeologist and the State Historic Preservation Officer are part of History Colorado.

History Colorado's mission is to create a better future for Colorado by inspiring wonder in our past. We serve as the state's memory, preserving and sharing the places, stories, and material culture of Colorado through educational programs, historic preservation grants, collecting, outreach to Colorado communities, the History Colorado Center and Stephen H. Hart Research Center in Denver, and 10 other museums and historic attractions statewide. History Colorado is one of only six Smithsonian Affiliates in Colorado. Visit HistoryColorado.org, or call 303-HISTORY, for more information. #HistoryColorado



History Colorado

April 19, 2024

Chris Geddes
City of Aurora
15051 E Alameda Parkway
Aurora, CO 80012

Dear Chris Geddes:

History Colorado has completed its review of grant applications submitted to the Certified Local Government Subgrant Program for the 2024 fiscal year. We are pleased to announce that a CLG subgrant of **\$25,000** has been awarded to the City of Aurora for the Survey Plan Update. Congratulations on your award! Please read this letter in its entirety to ensure there is no delay in receiving your award.

These grants are funded in part by the National Park Service. Therefore, we cannot issue Intergovernmental Grant Agreements until we receive the federal funding allocations. We anticipate this will occur by early June of this year. **Work may not begin on your project until an Intergovernmental Grant Agreement between History Colorado and City of Aurora has been fully executed.** Any work completed prior to the agreement period is not eligible for reimbursement.

CLGs must be under contract with their selected consultant within 60 days of receipt of their fully executed grant agreement with History Colorado, otherwise the grant award will be forfeited. If your procurement process was not completed prior to the grant application submission, we highly recommend beginning this process immediately so that your consultant is in place when your grant agreement is finalized. Please note that CLGs must seek at least three bids from consultants for their grant projects. For more information on this and other important requirements associated with your CLG subgrant, please see the Grant Administration section of the CLG Subgrant Program Manual FY24 at <https://www.historycolorado.org/certified-local-government-grants>.

Enclosed is a risk self-assessment form that must be completed to initiate the grant agreement process. Please submit the completed risk self-assessment no later than May 3, 2024. Please notify Contracts Officer Breanne Nugent at breanne.nugent@state.co.us or (720) 646-0608 if you have any contractual or fiscal questions. Contact Lindsey Flewelling at lindsey.flewelling@state.co.us or (720) 921-0920 if you have any questions specific to your project. Please include your grant number (CO-24-10006) on all correspondence.

All CLG payments will be processed via Electronic Funds Transfer. Our records show that the City of Aurora already has a bank linked in the State's financial system, which has been previously verified by History Colorado. All payments will include "ATTN: Chris Geddes, Certified Local Government." If you have questions about electronic payments or need to update the account on file, please contact Breanne Nugent.

Congratulations again on receiving this Certified Local Government Subgrant award. We look forward to issuing your grant agreement and supporting your project to successful completion. If you have any questions about the agreement process, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "Lindsey Flewelling". The signature is written in a cursive, flowing style.

Lindsey Flewelling
Preservation Planner
State Historic Preservation Office
(720) 921-0920 | lindsey.flewelling@state.co.us



CITY OF AURORA

Late Submission Approval for Agenda Item

Item Title: CLG Grant Award Acceptance Resolution
Item Initiator: Chris Geddes, Historic Preservation Specialist
Staff Source/Legal Source: Tim Joyce, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 4.4--Strengthen and build effective partnerships with the city's diverse community; and celebrate and appreciate diversity

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: 7/8/2024

Regular Meeting: 7/22/2024

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.)*

We have been awarded a \$25,000 grant to update the City's Historic Survey Plan. Already delayed 3 months by Congress approving the budget in April, this sets the start of our project back another 2-3 months. If we cannot finish the project within the time required by the State (who awarded the grant), it impacts our ability to receive grants from both the CLG and SHF grant funds for which we are eligible. It is important to keep this moving through the channels so we can accept the contract from the state in order to get a contractor on board.

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.

Chris Geddes

Agenda Item Initiator Name

Laura Perry

Late Submission Approver Name (Deputy City Manager)

6/27/2024

Agenda Item Initiator Signature

Date

6/28/2024

Late Submission Approver Signature

Date

RESOLUTION NO. R2024- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL’S APPROVAL FOR THE MAYOR TO SIGN THE CERTIFIED LOCAL GOVERNMENT SUBRECIPIENT GRANT AGREEMENT PROVIDING THE CITY WITH \$25,000 IN HISTORIC PRESERVATION FUNDS

WHEREAS, the U.S. Department of Interior’s Historic Preservation Fund (“HPF”) Program provide funding for a portion of the operation of Colorado’s State Historic Preservation Office; and

WHEREAS, the National Park Service specifies that at least 10% of these funds should be subgranted to Certified Local Governments; and

WHEREAS, the City of Aurora, Colorado, (“City”) is a Certified Local Government (“CLG”) pursuant to the provisions of Chapter 3025 of Title 54, U.S.C.; and

WHEREAS, as a CLG the City, by and through the Aurora Historic Preservation Commission and the Historic Preservation Specialist, applied for a grant from the HPF Program: and

WHEREAS, this grant application specified the grant funds would be used to hire a qualified preservation consultant to update the 2015 Aurora Matters: Historical Resources Survey Plan (“Plan”); and

WHEREAS, the updated Plan will be extremely useful to staff and the Aurora Historic Preservation Commission in revising the Commission’s Strategic Plan that will acknowledge the role cultural and ethnic groups play in the City’s history; and

WHEREAS, the Colorado State Historic Preservation Office granted the City \$25,000 in grant funds for this purpose.

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

The Aurora City Council resolves the Mayor is authorized to sign the agreement granting the City \$25,000 in Historic Preservation Funds to be used to hire a consultant to update the 2015 Aurora Matters: Historical Resources Survey Plan.

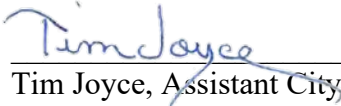

RESOLVED AND PASSED this ____ day of _____, 2024.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Tim Joyce, Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: Dove Valley Field Scheduling Services (Resolution)
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: 7/8/2024

Regular Meeting: 7/22/2024

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

Item requires a Public Hearing: Yes No

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

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

Waiver of reconsideration is requested as the City of Aurora Recreation staff are prepared to provide field scheduling services on behalf of Arapahoe County at Dove Valley sports field complex effective August 1st.
 Brooke Bell, Director of Parks, Recreation and Open Space / Tim Joyce, Assistant City Attorney
 Estimated time: 10 mins

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

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

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Parks, Foundations & Quality of Life

Policy Committee Date: 6/27/2024

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

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

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

The City of Aurora provided field maintenance services at the Dove Valley sports field complex over many years. Recently, Arapahoe County renovated the Dove Valley sports complex and will now maintain the sports field complex and associated amenities with Arapahoe County personnel. Minutes from the June 27, 2024, Parks, Foundation, and Quality of Life Committed are attached.

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

Arapahoe County does not have field programming experience and a recreation registration/scheduling system, nor does the County have need for these resources beyond the programming/scheduling needs for Dove Valley field use. The County has a longstanding relationship with the City of Aurora PROS Department and PROS has the **capacity to provide field scheduling services using the City's recreation registration system. The City of Aurora will retain 40% of the Dove Valley complex field rental revenues in exchange for the City to provide field programming and registration services for the Dove Valley sports complex. The additional workload is complimentary to the City's current field programming services and is estimated to have minimal impact on PROS staff time. Most field rental registrations will be completed through the COA on-line registration system portal and otherwise supported by existing PROS staff. No additional FTE required.**

FISCAL IMPACT

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

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

REVENUE IMPACT

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

Forty percent of Dove Valley field rental revenues will be retained by the City in the Recreation Fund.

BUDGETED EXPENDITURE IMPACT

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

No expenditure impact anticipated as the associated registration system workload will be absorbed. Most registrations will be managed through the City current on-line process with occasional registrations and scheduling managed with phone calls. The work volume and time spent will be tracked for continued evaluation.

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Do City Council members approve moving the IGA forward to Regular City Council meeting?

LEGAL COMMENTS

Governments may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units only if such cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve. ((Colo. Const. Art. 14, § 18(2)(a) and Colo. Rev. Stat. § 29-1-203(1)). City Council may, by resolution, enter into contracts or agreements with other governmental units or special districts for the joint use of buildings, equipment or facilities, and for furnishing or receiving commodities or services. (City Charter, art. X, sec. 10-12) The Mayor must sign all intergovernmental agreements to which the City is a party. (Aurora, Colo. Code § 2-31(b)(2)) (TJoyce)

RESOLUTION NO. R2024- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO, AND ARAPAHOE COUNTY FOR THE USE AND PROGRAMMING OF THE ATHLETIC FIELDS AT THE DOVE VALLEY REGIONAL PARK.

WHEREAS, Governmental entities may contract with one another to provide any function, service, or facility lawfully authorized to each entity, including sharing of cost and revenue; and

WHEREAS, Arapahoe County ("County"), state of Colorado, is authorized to enter into contracts pursuant to C.R.S. § 30-11-101(1)(d), and is authorized to fund and construct parks, open space and trails; and

WHEREAS, City Council of the City of Aurora, Colorado ("City") may, by resolution, enter into contracts or agreements with other governmental entities for the joint use of buildings, equipment or facilities, and for furnishing or receiving commodities or services; and

WHEREAS, the County owns certain real estate commonly referred to as Dove Valley Regional Park ("Park"), located at 7900 S. Potomac St., Centennial, CO, 80112, a portion of which is comprised of the multi-purpose fields, two (2) volleyball courts, a Championship Field and the two (2) baseball fields; and

WHEREAS, the County utilizes the Park for various activities and events throughout the year and generally maintains the Park; and

WHEREAS, the County and the City recognize that the fields at the Park support multiple types of sports for practice, games, and tournaments that will be of benefit to the County, the City, and their residents; and

WHEREAS, the Parties desire to enter into this Agreement to establish the City's obligation to provide field programming services for the fields at the Park.

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

Section 1. The Intergovernmental Agreement between the City of Aurora, Colorado, and Arapahoe County, regarding the use and programming of the athletic fields at the Dove Valley Regional Park is hereby approved.

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

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

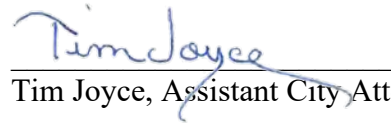
RESOLVED AND PASSED this _____ day of _____, 2024.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Tim Joyce, Assistant City Attorney

**CITY DOVE VALLEY REGIONAL PARK ATHLETIC FIELD PROGRAMMING
INTERGOVERNMENTAL AGREEMENT**

THIS DOVE VALLEY REGIONAL PARK FIELD PROGRAMMING INTERGOVERNMENTAL AGREEMENT (“*Agreement*”) is made and entered into between the **CITY OF AURORA**, (“**City**”), a Colorado home rule City and **ARAPAHOE COUNTY** (“**County**”) for the use and programming of athletic fields at the **DOVE VALLEY REGIONAL PARK** (“**Park**”) and is effective as of August 1, 2024, regardless of when executed (“**Effective Date**”). The City and County may each be referred to as a “**Party**” and collectively referred to as the “**Parties.**”

RECITALS AND REPRESENTATIONS

WHEREAS, the County is authorized to enter into contracts pursuant to C.R.S. §30-11-101(1)(d), and is authorized to fund and construct parks, open space, and trails; and

WHEREAS, the City is authorized to enter into contracts pursuant to C.R.S. §31-15-101, and is authorized to fund and construct parks, open space, and trails; and

WHEREAS, pursuant to Article XIV, Section 18 of the Colorado Constitution and Section 29-1-203, Colorado Revised Statutes, as may be amended, the County and City may cooperate and contract with each other to provide any function, service or facility lawfully authorized to each; and

WHEREAS, the County owns certain real estate commonly referred to as Dove Valley Regional Park, located at 7900 S. Potomac St., Centennial, CO, 80112, a portion of which is comprised of the multi-purpose fields, two (2) volleyball courts, a Championship Field and the two (2) baseball fields generally shown in Exhibit B (the “Fields”) attached hereto and incorporated herein; and

WHEREAS, the County utilizes the Park for various activities and events throughout the year and generally maintains the Park; and

WHEREAS, the County and City recognize that programming of the Fields supporting multiple types of sports for practice, games, and tournaments will be of benefit to the County, City, and their residents; and

WHEREAS, the Parties desire to enter into this Agreement to establish the City’s obligation to provide field programming services for the Fields as identified in **Exhibit A** (the “Services”), attached hereto, and incorporated herein.

NOW, THEREFORE, for and in consideration of the premises and the promises contained herein, the sufficiency of which is hereby acknowledged and agreed, the Parties mutually agree as follows:

1. **Services.** The City and County agree that the City shall provide Programming Services for the Park’s Fields as specifically described in Exhibit A. This Agreement is for the Services being provided by the City and the corresponding services provided by the County in support of the City’s programming services.

2. Representatives. The Parties will assign representatives to discuss performance under this Agreement, respond to questions, assist in understanding the other Party's policies, procedures, and practices, and supervise the performance of the Party's obligations under this Agreement. A Party may change the designated representative by providing written notice thereof to the other Party by email.

- A. City Representation: The City assigns the Recreation Services Manager or designee as the City Representative for this Agreement.
- B. County Representative: The County assigns the Open Space Operations Manager or designee as the County representative for this Agreement.

3. Term and Termination. This Agreement shall be effective as of August 1, 2024, ("**Effective Date**") regardless of when executed. This Agreement shall continue in effect until December 31, 2024, with two (2) additional one-year automatic renewals, agreeable by both parties, unless terminated by either Party with 60 days advance written notice to the other Party. This Agreement shall end as of December 31, 2026.

4. Changes to Services. Any changes to the Services that are mutually agreed upon between the City and the County shall be made in a formal writing referencing this Agreement and, only upon execution by both Parties of such formal writing, shall become an effective amendment to the Services described in this Agreement. Changes to the Services or to this Agreement shall not be made through oral agreement.

5. Compensation.

A. Compensation for Use of the Fields.

Rental Fee Revenue distribution will be as follows:

- 60% to the Arapahoe County
- 40% to the City of Aurora

B. All direct costs/additional fees added to contracts associated with events, outside of rental fees, will be recovered 100% to Arapahoe County.

6. Non-reimbursable Costs, Charges, Fees, or Other Expenses. Any cost, charges, fees, or other expenses incurred by the City in programming or scheduling the Fields will be at the sole expense of the City. All costs, charges, fees, or other expenses for routine maintenance to the Park and Fields will be borne by the County.

7. Changes in Compensation. Any modification to the compensation shall be subject to the approval of the Parties and shall be made only by written amendment of this Agreement executed by both Parties.

8. Payment Processing.

A. The City shall submit programming reports with gross revenue and fees, field scheduling information and attendance figures as well as any other relevant data for use of the Fields on a quarterly basis to the Operations Manager or his/her designee. These reports shall be for standard quarters; 1st Quarter: January, February & March; 2nd Quarter: April, May & June; 3rd Quarter: July, August & September; 4th Quarter: October, November & December. Reports are due by the 15th of the month following

the end of the quarter. Submission of the first report to the County shall occur after the third quarter and include information from the start of this Agreement.

Unless otherwise directed or accepted by the County, all reports shall contain sufficient information to account for all uses of the Fields and the City Programming Services efforts with the relevant revenue, charges and/or fees paid for Fields use. Following receipt of a City's quarterly report, the County shall review the City's report. The County may reasonably request additional information from the City substantiating all Field use and associated revenues before accepting the report.

Based on these reports the City shall pay to the County its due revenue and shall pay within forty-five (45) days of County accepting the quarterly report.

Payment shall be paid by a mailed in check or through direct payment. The County will provide the City with its direct payment routing information.

9. Governmental Immunity and Insurance. Both Parties are governmental entities and nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to either Party, its officials, officers, employees, contractors, or agents, or any other person acting on behalf of a Party and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes. The City represents that it maintains a policy or policies of insurance adequately protecting it against claims for injury, damage or loss occurring as a result of providing the Services contemplated by this Agreement.

10. Miscellaneous Provisions.

- A. No Waiver of Rights. A waiver by any Party to this Agreement or 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. No covenant or term of this Agreement shall be deemed to be waived by a Party except in writing signed by the governing body of the Party or by a person expressly authorized to sign such waiver by written authorization of a Party, and any written waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver unless specifically stated.
- B. Relationship of the Parties. The City and the County shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee, or other relationship with each other than as contracting parties.
- C. Binding Effect. The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns, provided that this section shall not authorize assignment.
- D. No Third-Party Beneficiaries. Nothing contained in this Agreement is intended to or shall create a contractual relationship with cause of action in favor of, or claim for relief for, any third-party, including any agent, sub-consultant, or sub-contractor of a Party. Absolutely no third-party beneficiaries are intended by this Agreement. Any third-party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

- E. Article X, Section 20/TABOR. The Parties understand and acknowledge that each is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties each represent to the other that it has budgeted and appropriated sufficient funding to meet its obligations provided in this Agreement. Therefore, the Parties acknowledge that the provisions of Article X, Section 20 of the Colorado Constitution are met. For any amounts not fully appropriated, the Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, all payment obligations of the Parties, if any, which are subject to TABOR, are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Party's current fiscal period.
- F. Governing Law, Venue, and Enforcement. This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Arapahoe County, Colorado.
- G. Survival of Terms and Conditions. The Parties understand and agree that all terms and conditions of this Agreement that require continued performance, compliance, or effect beyond the termination date of this Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.
- H. Assignment and Release. All or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement shall not be assigned by a Party without the express written consent of the other Party, which consent may be withheld for any or no reason.
- I. Paragraph Captions. The captions of the paragraphs are set forth 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.
- J. Integration and Amendment. This Agreement represents the entire and integrated agreement between the City and the County and supersedes all prior negotiations, representations, or agreements, either written or oral. Subject to Paragraphs 4 and 7, any amendments to this Agreement must be in writing and be signed by both the City and the County.
- K. Severability. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.
- L. Notices. Unless otherwise specifically required by this Agreement, any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth below or at such other address as has been previously furnished in writing, to the other Party. Such notice shall be deemed to have been given when deposited in the United States Mail properly addressed to the intended recipient.

If to the City:

If to County:

PROS Director 15151 E. Alameda Pkwy. Aurora, Colorado 80012 Email bbell@auroragov.org Attn. Brooke Bell, Director PROS	Open Spaces Director Arapahoe County Open Spaces 6934 S. Lima Street, Suite A Centennial, CO 80112 Email: gpingenot@arapahoegov.com Attn: Gini Pingenot, Open Space Director
With Copy to: City Attorney's Office City of Aurora, Colorado 15151 E. Alameda Pkwy. Aurora, Colorado 80012	Arapahoe County Attorney's Office 5334 S. Prince Street Littleton, CO 80120 Email: Attorney@arapahoegov.com

14. Authority. The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the City of Aurora and the County and to bind their respective entities.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties to this Agreement have set their hands and seals the day and year first written above.

CITY OF AURORA, COLORADO

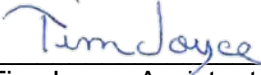
By: _____
Mike Coffman, Mayor

Date: _____

Attest:

Kadee Rodriguez, City Clerk

Approved as to Form:



Tim Joyce, Assistant City Attorney.

ARAPAHOE COUNTY, COLORADO

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

CITY OF AURORA ATHLETIC FIELD PROGRAMING SERVICES

The Dove Valley Regional Park Athletic Fields (the “Fields” as shown in **Exhibit B**) consist of approximately 28 acres comprised of several multi-purpose fields, two (2) volleyball courts, a championship field and two (2) baseball fields. The County will maintain the Fields and surrounding park shown in **Exhibit B**. The City shall provide programming and scheduling of the Fields and will integrate the following Services into the City’s programming and scheduling:

Communications – Beyond reporting as outlined in Section 8 of the Agreement, the City will schedule with the County quarterly coordination meetings prior to scheduling the Fields each season. Quarterly meetings shall also include a review of the County’s direct costs associated with upcoming events. These meetings will be held to coordinate Field scheduling with annual County operations and maintenance practices and annual Field blackout dates (which shall include the week of the annual Arapahoe County Fair). The City shall provide the County with periodic communications by email, phone or text regarding field scheduling updates, field maintenance needs or other infrastructure or amenity needs as well as any other communications necessary to carry out the Agreement. The City shall provide an end of year report due by mid-February of the subsequent year detailing the programming Services of the Park conducted the prior year. The County will notify by email, phone and/or text the City of any emergency repairs needed to the Fields as soon as it is aware of the issue(s). The County reserves the right to close any Field or Fields or portions of the park to protect public safety or to support law enforcement actions and will communicate Field closures as soon as possible to the City. The City will then notify all athletic field users of Field closures and post closure information on the City website. The County will also post closure information on its own website.

Site and Safety Inspections – The County shall inspect each field on an ongoing basis and report safety or poor field conditions to City staff in a timely manner whereas the City can discontinue or cancel booking until issues are resolved by the County. The frequency of the inspections will be determined by Field use, programming schedules, and seasonal needs. The County will be responsible for determining what field infrastructure and amenities need to be inspected and at what frequency to provide a safe and quality experience for users.

The County shall develop protocols for monitoring hazardous weather conditions and a written policy on Field closures due to hazardous weather or other natural or manmade events. As the landowner, the County reserves the right to shut down, lock down or close Field(s) used for any practice, play, tournament(s), or any other scheduled activity under this Agreement in the event of public safety issue(s), hazardous weather, or other natural or manmade event or threat. In this event proper communication with the city is expected.

The City shall present to each Field user or group a set of Arapahoe County rules/regulations, to be provided by the County.

Field Programming – It shall be the responsibility of the City to schedule the Fields, collect payment for Field use, and provide refunds for Field use when applicable for traditional multi-sport practice, play, leagues, and tournaments. The City may schedule other special sporting events with written approval of the County. The City will not provide onsite staffing for any booking at this facility. The City is not responsible for operational items for any booking and is only serving as the scheduler and payment processor for this facility. The City shall be responsible for any software or other scheduling system used for scheduling or programing of the Fields at the City’s own expense. The County shall be responsible for

resolving any conflicts between user groups/teams and/or the public when fields are being used.

The City PROS Sports Division shall be responsible for setting all field rental costs and/or fees needed to carry out their programming and event needs. Fees will be same as current City of Aurora sports/athletic field rental fees. Field users shall be responsible for covering all costs related to the use of credit cards. There shall be no free or low-cost scheduling of the fields by the City under this Agreement unless coordinated with the County and approved by the County in writing.

For Field programming, the City will give special consideration to sporting groups, leagues, clubs etc. that are based in the County when scheduling Fields. The County reserves the right to review the City's Dove Valley Regional Park Field scheduling/programming information to ensure these groups, leagues, clubs, etc. are being serviced by the City. In the event the County determines that these groups are being excluded or limited in field scheduling over the preference of City groups, leagues or clubs the County reserves the right, if it cannot come to a mutually satisfactory agreement with the City to remedy this situation by removing Field(s) from this Agreement and scheduling for County groups or terminating this Agreement in whole immediately upon notice to the City.

The City, in conjunction with its sports users shall be responsible for determining what traditional sports will be played on the Fields. Traditional sports may include but not be limited to soccer, rugby, football, lacrosse, softball, baseball, ultimate frisbee, and cricket. In the event of a user or City request to do a non-traditional sport, high injury sport or new sport on the Field(s) the City shall seek written approval from the County prior to scheduling the Fields. The County reserves the right to disapprove a non-traditional, high injury or new sport for any reason.

When the City is not scheduling the Fields, the Fields shall be open for drop in use by the public or may be used by the County for programming or special events. If the County wishes to utilize Fields for events the County shall notify City staff, so a double booking does not occur.

Once the County is made aware of the City's seasonal Field scheduling, the County reserves the right, at its full discretion, to plan and carry out programs, events, or other uses of the Park as long as these programs or events do not interfere with the City's planned programmed use of the Fields and corresponding parking areas. County events may include but not be limited to County inter-departmental events, County Department meetings, County training events, holiday events, parties, dog training programs or events, exercise programs, and local school events.

Maintenance – The County or designated contractor(s) are responsible for all maintenance of the Fields.

Field Set Up – The County or designated contractor/sports group is responsible for all field set up and takedown.

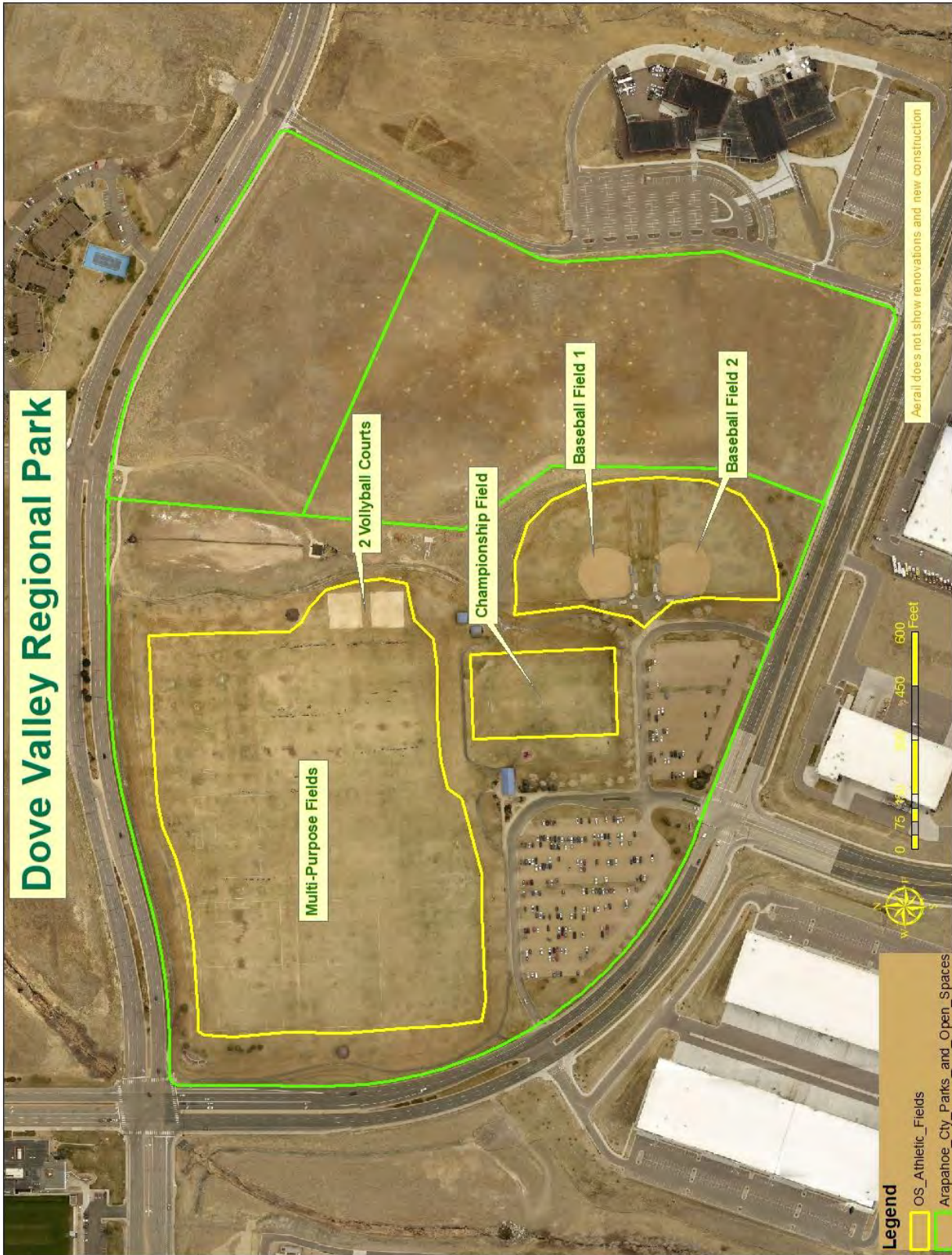
Weather and Other Events - If due to climate change or other natural or manmade events such as drought or heavy rains where the County cannot keep up with turf irrigation watering needs or saturated soils drainage of the Fields the County will work with the City to scale back programming and events or close the Field(s) until conditions improve. It shall be the County's sole decision to determine if the Field damage or costs are enough to close the Field(s) and for

what timeline the Field(s) need to be closed. The County shall not compensate the City for any lost revenue or others cost associated with closing the Fields.

Miscellaneous – The County shall be responsible for determining which shelters or other site infrastructure or amenities, excluding the Fields when scheduled, are available for rent and which will be open for public use. All County programing and/or picnic shelter or plaza area renting shall be through the County and any programming, scheduling or event costs shall be borne by the County. In the event the City and County have events planned in close date and time to one another they should mutually work together to save costs, create work efficiencies, or avoid conflicts by coordinating the events together.

The County reserves the right to determine the Park opening and closing times. Currently the Park is open dawn to dusk. In the event games or tournaments will be outside these times, such as at the lighted ballfields the City will inform the County during coordination meetings. If a game, tournament, or event is scheduled after the coordination meeting the City will seek approval in writing from the County representative for the event timing prior to scheduling.

EXHIBIT B
FIELDS



Parks, Foundations, and Quality of Life (PFQL) Meeting
June 27, 2024

Members Present: Council Member Ruben Medina, Chair; Council Member Crystal Murillo, Vice Chair, Council Member Alison Coombs, Member

Others Present: L. Perry, B. Bell, B. Green, N. Ankeney, T. Tully, J. Bixenman, W. Stieger, D. Tripp, R. French, E. del Angel, A. Camacho, T. Joyce, R. Gambetta, G. Pingenot, S. Brainard, A. Valles Morales, B. Mendoza Ortega

1. CALL TO ORDER

Council Member (CM) Medina welcomed everyone and called the meeting to order.

2. APPROVAL OF MINUTES

2.a. 5-23-2024 PFQL Minutes for Approval

The May 23, 2024 PFQL minutes were approved.

3. ANNOUNCEMENTS

No announcements.

4. AGENDA ITEMS

4.c. RESOLUTION of the City Council of the City of Aurora, Colorado, expressing the Aurora City Council’s Approval of the Intergovernmental Agreement between the City of Aurora, Colorado and Arapahoe County for the Use and Programming of Athletic Fields at Dovey Valley Regional Park.

Summary of Issue:

Brooke Bell, Director of Parks, Recreation, and Open Space presented the Intergovernmental Agreement between the City of Aurora (City), Colorado and Arapahoe County (County) for the Use and Programming of the Athletic Fields at Dove Valley Regional Park. The City of Aurora will provide sports and tournament scheduling services and the use of the recreation registration system which staff will manage. Prior to the renovation done at Dove Valley, the City provided similar services. The City will collect all revenues, retain 40% of all gross field revenues, and will remit back the remaining 60% to the County. The City’s compensation amount was determined through historical workload, indirect cost, current cost of staff time, and anticipated field revenues. No additional FTE is required, and the County is expecting to gradually increase park use beginning in August of 2024. Dove Valley rentals will not be in competition with rentals provided at the Aurora Sports Park complex, primarily due to the difference in turf quality and field types. The City will benefit as staff develop new relationships with local sports teams and the City will have the ability to direct teams, as appropriate, to either the Aurora Sports Complex or the Dove Valley Regional Park. A reevaluation of the IGA will occur periodically and after a couple of years.

Gini Pingenot, the new Open Space Director for Arapahoe County, recognized the support of the Parks, Recreation, and Open Space team in working with her through this process.

Committee Discussion:

There was no further discussion. The Committee approved moving the item forward to Study Session.

Outcome:

Item was approved to move forward to Study Session.

Follow-up Action:

N/A.



CITY OF AURORA

Council Agenda Commentary

Item Title: Resolution Approving IGA between COA-Court Administration and CDLE-Unemployment Insurance Div.
Item Initiator: Fatima Thibou, Executive Specialist
Staff Source/Legal Source: Candace Atkinson, Court Administrator and Detention Director, Court Administration / Angela Garcia, Senior Assistant City Attorney
Outside Speaker: NA
Council Goal: 2012: 1.0--Assure a safe community for people

COUNCIL MEETING DATES:

Study Session: 7/8/2024

Regular Meeting: NA

2nd Regular Meeting (if applicable): NA

Item requires a Public Hearing: Yes No

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

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

Candace Atkinson, Court Administrator and Detention Director, Court Administration / Angela Garcia, Senior Assistant City Attorney
Estimated Time: 10 mins

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

- Approve Item and Move Forward to Study Session Approve Item as Proposed at Study Session
- Approve Item and Move Forward to Regular Meeting Approve Item as Proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Public Safety, Courts & Civil Service

Policy Committee Date: 6/13/2024

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

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

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

PSCCS policy committee approved moving the item forward at the PSCCS policy committee meeting on June 13, 2024.

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

Resolution approving IGA between COA-Court Administration and CDLE-Unemployment Insurance Div.

FISCAL IMPACT

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

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

REVENUE IMPACT

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

N/A

BUDGETED EXPENDITURE IMPACT

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

10001/62400 Fund 1000 Amount of budget to be used is \$845.00

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does the Committee approve moving the item forward to regular City Council meeting?

LEGAL COMMENTS

Governments may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units only if such cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve. (Colo. Rev. Stat., Sec. 29-1-203(1)). City Council may, by resolution, enter into Intergovernmental Agreements with other governmental units or special districts for the joint use of buildings, equipment or facilities, and for furnishing or receiving commodities or services. (City Charter, Art. 10-12). The Mayor must sign all intergovernmental agreements to which the city is a party. (City Code, Section 2-31(b)(2)). (Garcia)

STATE OF COLORADO DATA ACCESS AGREEMENT

COVER PAGE

Transferring Agency Colorado Department of Labor Division of Unemployment Insurance	Agreement Number CRN#6563		
Recipient City of Aurora, acting by and through the Aurora Municipal Court	Agreement Performance Beginning Date The Effective Date		
	Agreement Expiration Date One (1) Year From The Effective Date		
Contract Maximum Amount State Fiscal Year 2025 \$845.00 Total For All State Fiscal Years \$845.00	Agreement Authority §8-72-107, C.R.S.		
Agreement Purpose Recipient will access Transferring Agency MyUI+ data to verify individual financial information provided when an individual requests a payment schedule for court fines and costs, applies for a Public Defender, or to help locate an individual who has failed to pay court fines.			
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Agreement: <ol style="list-style-type: none"> 1. Exhibit A – System Description (UI-specific draft here) 2. Exhibit B – Information Technology Provisions 3. Exhibit C – PII Certification 4. Exhibit D – CJIS Exhibit 5. Exhibit E – Role-Based Use Policy <p>In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:</p> <ol style="list-style-type: none"> 1. Colorado Special Provisions, in Section 17 of the main body of this Agreement 2. Exhibit D, CJIS Exhibit 3. Exhibit B, Information Technology Provisions. 4. The provisions of the other sections of the main body of this Agreement. 5. Exhibit A, System Description 6. Exhibit C, PII Certification 7. Exhibit E, Role-Based Use Policy 			
Principal Representatives <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border-right: 1px solid black; vertical-align: top;"> For the Transferring Agency: Phil Spesshardt, Unemployment Insurance Director Colorado Department of Labor and Employment 251 East 12th Ave Denver, CO 80202 phil.spesshardt@state.co.us </td> <td style="width: 50%; vertical-align: top;"> For the Recipient: Trena Sparks, Manager of Case Management City of Aurora 14999 E. Alameda Parkway Aurora, CO 80012 Phone: 303-739-6460 Email: tsparks@aurora.gov.org </td> </tr> </table>		For the Transferring Agency: Phil Spesshardt, Unemployment Insurance Director Colorado Department of Labor and Employment 251 East 12 th Ave Denver, CO 80202 phil.spesshardt@state.co.us	For the Recipient: Trena Sparks, Manager of Case Management City of Aurora 14999 E. Alameda Parkway Aurora, CO 80012 Phone: 303-739-6460 Email: tsparks@aurora.gov.org
For the Transferring Agency: Phil Spesshardt, Unemployment Insurance Director Colorado Department of Labor and Employment 251 East 12 th Ave Denver, CO 80202 phil.spesshardt@state.co.us	For the Recipient: Trena Sparks, Manager of Case Management City of Aurora 14999 E. Alameda Parkway Aurora, CO 80012 Phone: 303-739-6460 Email: tsparks@aurora.gov.org		

With a copy to:

Renee Rita Kennedy, Procurement Director
Colorado Department of Labor and Employment
633 17th Street, 11th Floor
Denver, CO 80202
Ph: 303-318-8054
Email: reneerita.kennedy@state.co.us

and:

Rita Sanchez (or designee)
Contract Coordinator
Colorado Department of Labor and Employment
Unemployment Insurance Policy
251 E. 12th Avenue
Denver, CO 80203
Ph: 303-318-9330
Email: rita.sanchez@state.co.us

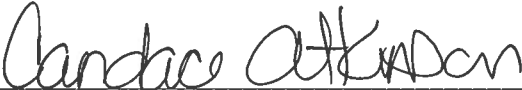

With a copy to:

Candace Atkinson, Court Administrator / Detention
Director
City of Aurora
14999 E. Alameda Parkway
Aurora, CO 80012
Phone: 303-739-6450
Email: catkinso@aurora.gov.org

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement and to bind the Party authorizing his or her signature.

<p style="text-align: center;">RECIPIENT City of Aurora, CO Aurora Municipal Court</p> <p style="text-align: center;"></p> <p>By: Candace Atkinson, Court Administrator / Detention Director</p> <p>Date: <u>4/23/24</u></p>	<p style="text-align: center;">RECIPIENT City of Aurora Mike Coffman, Mayor</p> <hr/> <p style="text-align: center;">By: Mike Coffman, Mayor</p> <p>Date: _____</p>
<p style="text-align: center;">RECIPIENT City of Aurora, CO Kadee Rodriguez, City Clerk</p> <hr/> <p style="text-align: center;">By: Kadee Rodriguez, City Clerk</p> <p>Date: _____</p>	<p style="text-align: center;">RECIPIENT City of Aurora Angela Garcia, Senior Assistant City Attorney</p> <p style="text-align: center;"></p> <p>By: Angela Garcia, Senior Assistant City Attorney</p> <p>Date: <u>May 22, 2024</u></p>

TRANSFERRING AGENCY
STATE OF COLORADO
Jared S. Polis, Governor
Colorado Department of Labor and Employment
Joe M. Barela, Executive Director

By: _____
Darcy R. Kennedy, Deputy Executive Director and CFO

Date: _____

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Melissa Vorenberg, Esq. - State Controller Delegate

Effective Date: _____

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

1. **Parties.** This Data Access and License Agreement (“Agreement”) is entered into by and between the Recipient named on the Cover Page (the “Recipient”), and the State of Colorado acting by and through the State agency named on the Cover Page for this Agreement (the “Transferring Agency” or the “State”). Transferring Agency and Recipient are each individually a “Party” and together the “Parties.”
2. **Defined Terms.**
 - a) “Anonymized Data” means Data that has been properly De-identified.
 - b) “API” means an application programming interface.
 - c) “API System” has the meaning described in the recitals.
 - d) “Breach of Agreement” means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Recipient, or the appointment of a receiver or similar officer for Recipient or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Recipient is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
 - e) “Business Day” means any day other than Saturday, Sunday, or a Legal Holiday as listed in §24-11-101(1), C.R.S.
 - f) “Care Coordination” means the coordination of healthcare or other services that support an individual’s overall health and wellbeing.
 - g) “Covered Entity” shall have the same meaning as the term “covered entity” at 45 C.F.R. 160.103.
 - h) “CJI” means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.
 - i) “CJIS Security Policy” means the FBI CJIS Security Policy document as published by the FBI CJIS ISO, as updated and amended from time to time.
 - j) “CJIS Systems Agency” means a duly authorized state, federal, international, tribal or territorial criminal justice agency on the CJIS network providing statewide (or equivalent) service to its criminal justice users with respect to the CJI from various systems managed by the FBI CJIS Division.
 - k) “CJIS Exhibit” means the Exhibit attached to this Agreement as **Exhibit D**.
 - l) “CORA” means the Colorado Open Records Act, § 24-72-200.1, et seq., C.R.S.
 - m) “Data” means the information described in **Exhibit A**.
 - n) “Data Breach” means an event resulting in an unauthorized access, use, exposure, disclosure, exfiltration, or loss of Data.

- o) “De-identified” means the removal of all PII from the Data so that the remaining information does not identify an individual and there is no reasonable basis to believe that the information can be used to identify an individual. If the Data is subject to HIPAA, “De-Identified” means the removal of PII from the Data in accordance with HIPAA.
- p) “Destroy” means to permanently remove Data from a Party’s or a Participating Agency’s systems (including any archive and backup systems, disks, tapes, etc.), paper files, records, databases, and any other media regardless of format, in accordance with the standard detailed in:
 - i) the Media Protection section of the CJIS Security Policy for Data that qualifies as CJI, or
 - ii) the NIST Special Publication 800-88 Rev. 1 Guidelines for Media Sanitization so that Data is permanently irretrievable in the Participant’s normal course of business for all other Data.
- q) “Direct Access” has the meaning set forth in the CJIS Security Policy.
- r) “Effective Date” means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Agreement. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then the Effective Date of this Agreement shall be the later of the date on which this Agreement is approved and signed by the State’s Chief Information Officer or authorized delegate or the date on which this Agreement is approved and signed by the State Controller or authorized delegate, as shown on the Signature Page for this Agreement.
- s) "Intentionally Omitted.
- t) “Incident” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the Transferring Agency, which are included as part of the Work, as described in §§24-37.5-401, et seq., C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a Transferring Agency system or Transferring Agency Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a Transferring Agency system for the processing or storage of data; or (iv) changes to Transferring Agency system hardware, firmware, or software characteristics without the Transferring Agency’s knowledge, instruction, or consent.
- u) “Indirect Access” has the meaning set forth in the CJIS Security Policy.
- v) “OIT” means the Governor’s Office of Information Technology.
- w) “OIT Security Policies” means the security policies established by OIT to secure information held by State Agencies, which are available at: <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>.
- x) “Party” means the Transferring Agency or Recipient, and “Parties” means both the Transferring Agency and Recipient.
- y) Intentionally omitted.

- z) "PII" means personally identifiable information including, without limitation, any information maintained by the Transferring Agency about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S.
 - aa) "Role-Based Use Policy" means the most recent version of the Data Trust policy that defines the various role-based purposes for which the Data can be used by Participating Agencies, which is hereby incorporated into this Agreement by reference, the current version of which is attached to this Agreement as **Exhibit E**.
 - bb) "State" means the State of Colorado.
 - cc) "System" means the system described in **Exhibit A**.
 - dd) "Transferring Agency Confidential Information" means any and all Transferring Agency Records not subject to disclosure under CORA. Transferring Agency Confidential Information shall include, but is not limited to, PII, PCI, , CJI, and Transferring Agency personnel records not subject to disclosure under CORA. Transferring Agency Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the Transferring Agency, which has been communicated, furnished, or disclosed by the Transferring Agency to Recipient which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Recipient without restrictions at the time of its disclosure to Recipient; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Recipient to the Transferring Agency; (iv) is disclosed to Recipient, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any Transferring Agency Confidential Information.
 - ee) "Transferring Agency Records" means any and all Transferring Agency data, information, and records, regardless of physical form.
3. **Access to Data.** Transferring Agency will provide access to the Data with Recipient and hereby grants the Recipient a limited, revocable right to use, store, access, and process the Data solely for Purpose set out below and in accordance with the OIT Security Policies.
4. **Data Use and Restrictions.** Transferring Agency hereby grants Recipient a limited, revocable right to access and use, store, access, and process the Data solely for purposes of verifying individual financial information provided at the time an individual requests a payment schedule for court fines and costs, applies for a Public Defender, and to help locate an individual who has failed to pay court fines (the "Purpose"). Specifically, Recipient may use MyUI+ data to verify individual financial information provided pursuant to the above. If Exhibit A indicates the Data includes CJI, then Recipient must treat the Data in accordance with the terms of the CJIS Exhibit. If the CJIS Exhibit applies to the Data, then the terms of that CJIS Exhibit are hereby incorporated by reference to this Agreement. In the event of a conflict between the CJIS Exhibit and the terms of this Agreement, the terms of the CJIS Exhibit shall apply.
- a) **Disclosure to Third Parties.** Recipient shall not sell, lease, rent, loan, transfer, distribute, alter, mine or disclose the Data, including but not limited to, metadata and Anonymized Data, with any

third party without the prior written consent from Transferring Agency, and must be listed in **Exhibit A**.

- b) **Restrictions on Access.** Recipient shall only disclose the Data it receives through the System to Recipient's personnel and third parties for which Recipient has received prior written consent pursuant to **Section 4.a**. Such personnel and approved third parties must have a need to know or need to access the Data in order to support the Purpose in accordance with the Role Based Use Policy ("Authorized Individuals"). Recipient agrees that any contractors or other third parties that have a need to access the Data to support the Purpose must be subject to terms that are as restrictive as the terms contained in this Agreement prior to being authorized to access the Data.
- c) **Access Control Policy.** Recipient acknowledges and agrees that access to the System is conditioned upon Recipient's development of a written policy describing the processes and procedures to be followed by Recipient to ensure only Authorized Individuals have access to the Data in accordance with the Role-Based Use Policy (the "Access Control Policy").
- d) **Data Security Requirements.** Recipient agrees to secure and protect the Data against any unauthorized use or access in compliance with the most recent version of the OIT Security Policies, as well as any and all applicable laws and regulations. Data shall be stored, accessed, and processed in facilities located within the United States, and Recipient shall maintain a secure environment that ensures confidentiality of all Transferring Agency Confidential Information wherever located. If Recipient will or may receive the following types of data, Recipient shall provide for the security of such data according to the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI. Recipient shall immediately forward any request or demand for Transferring Agency Records to the State's Principal Representative.
- e) **Accuracy.** If either Party becomes aware that the Data is inaccurate or outdated, it agrees to inform the other Party within a reasonable time period, and both Parties will confirm if the Data is inaccurate or out of date. Once confirmed inaccurate Data has been corrected, the Party responsible for correction shall destroy the inaccurate Data in accordance with **Section 4.g** below.
- f) **Storage of Data.** Recipient agrees to: (i) use, hold, and maintain the Data in compliance with any and all applicable laws and regulations, (ii) store the Data only in facilities located within the United States, and (iii) maintain the Data in a secure environment in accordance with the OIT Security Policies.
- g) **Destruction of Data.** Upon Transferring Agency's request, upon the occurrence and then proceeding correction of inaccurate Data as discussed in **Section 4.e** above, or upon any termination or expiration of the Agreement, Recipient shall permanently Destroy or return any Data in its possession, pursuant to Transferring Agency's instructions, in accordance with OIT Security Policies. Recipient shall certify in writing that it has Destroyed or returned the Data as directed by the Transferring Agency within thirty (30) days after Recipient's receipt of Transferring Agency's request. If Recipient is prevented by law or regulation from returning or destroying Data, Recipient warrants it will guarantee the confidentiality of, and cease to use or access such Data.
- h) **Reservation of Rights.** Except for the rights explicitly granted under this Agreement, Recipient is not granted any rights in and to the Data, including, but not limited to any Anonymized Data or any Intellectual Property Rights that may be contained therein. Recipient acknowledges and agrees that

Recipient's access to the System and the Data is contingent on Recipient's compliance with the terms of this Agreement, including, but not limited to the terms contained in **Section 5** below.

- i) **Research, Analytics and Published Materials.** When using the Data to run internal analytics and investigational protocols, and create reports, Recipient can only do so for its internal use, and to the extent such activities align with the Purpose of this Agreement. To the extent the Purpose includes the need to publish materials that are based on or include the Data, Recipient may publish and share the results of such research or analytics, provided that such reports include only Anonymized Data. The Parties may also work together to publish joint reports, as well as publish Anonymized Data on public dashboards.
- j) **Cell Suppression.** Recipient agrees that any data from the Transferring Agency used in any publication materials must adhere to cell suppression ensuring that no data is published with fewer than 5 cells. Recipient must, in good faith, confirm actions have been taken to prevent any possible re-identification or re-calculation of data."
- k) **Linking Data to other Datasets.** Transferring Agency agrees that Recipient may include the Data with data from other sources in carrying out the Purpose. Once included, Transferring Agency agrees that the Data will be integrated into Recipient's databases. Recipient agrees to treat and safeguard the combined data in accordance with all applicable laws, and that such combined data must be Destroyed or returned in accordance with **Section 4.f** unless otherwise agreed to by the Transferring Agency at its sole discretion.

5. **Acceptable Use Policy.**

In accessing the System, Recipient agrees:

- a) To comply with all applicable laws and regulations in its use of the System, including, but not limited to, any and all data privacy laws that may apply to Recipient's search, use, storage, access, or transfer of any Data;
- b) To only access the System in accordance with the OIT Security Policies, which includes, but is not limited to, ensuring any APIs, software, or scripts developed by Recipient to interface, communicate, access, query, or transfer Data through the System comply with the OIT Security Policies;
- c) Not to use the System or any Data in any way that infringes on the rights of any individual, including, but not limited to, any privacy rights or other civil liberties;
- d) Not to engage in any activity intended to harm, disrupt or infiltrate the System, including, but not limited to, introducing any malware, virus, "Trojan Horse" or other malicious code designed to disrupt the functionality of the System or enable the unauthorized access of the System or any Data.
- e) Not to use the System or the Data for commercial purposes or any other purpose not authorized under this Agreement;
- f) Not to share any Data accessed through the System for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility

Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant, or order;

- g) To execute the PII Certification attached to this Agreement as **Exhibit C** on an annual basis, starting from the Effective Date; and
- h) Not to sell, copy, modify, sublicense, distribute, reverse engineer, decompile, or create derivative works of the System.

6. **Information Security Incident and Data Breach.**

- a) **Incident Notice and Remediation.** If Recipient becomes aware of any Incident, Recipient shall notify the Transferring Agency immediately and cooperate with the Transferring Agency regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the Transferring Agency. Unless Recipient can establish that Recipient and its Subcontractors are not the cause or source of the Incident, Recipient shall be responsible for the cost of notifying each person who may have been impacted by the Incident. Recipient shall obtain Transferring Agency's prior written approval of the notifications prior to distributing such notifications. After an Incident, Recipient shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the Transferring Agency, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the Transferring Agency at no additional cost to the Transferring Agency. The Transferring Agency may adjust or direct modifications to this plan in its sole discretion, and Recipient shall make all modifications as directed by the Transferring Agency. If Recipient cannot produce its analysis and plan within the allotted time, the Transferring Agency, in its sole discretion, may perform such analysis and produce a remediation plan, and Recipient shall reimburse the Transferring Agency for the actual costs thereof. The Transferring Agency may, in its sole discretion and at Recipient's sole expense, require Recipient to engage the services of an independent, qualified, Transferring Agency-approved third party to conduct a security audit. Recipient shall provide the Transferring Agency with the results of such audit and evidence of Recipient's planned remediation in response to any negative findings.
- b) **Data Breach Report.** If Transferring Agency reasonably determines that a Data Breach has occurred, then Transferring Agency may request that Recipient submit a written report, and any supporting documentation, identifying (i) the nature of the Data Breach including the dates of the Data Breach, when Recipient discovered the Data Breach, and number of impacted individuals, (ii) the steps Recipient has executed to investigate the Data Breach, (iii) what Data or PII was used or disclosed, (iv) who or what was the cause of the Data Breach, (v) what Recipient has done or shall do to remediate any deleterious effect of the Data Breach, and (vi) what corrective action Recipient has taken or shall take to prevent a future Incident or Data Breach. Recipient shall deliver the report within seven (7) calendar days of Transferring Agency's request of the report. If the Recipient learns of more information necessary for understanding the nature of the Data Breach, risk to the Data, remediation efforts, or notification requirements after submitting the report, Recipient shall update Transferring Agency without delay.
- c) **Effect of Data Breach.** Transferring Agency may terminate this Agreement immediately, at its sole discretion, upon the occurrence of a Data Breach. In addition, Transferring Agency may restrict Recipient's access to the Data and require Recipient to suspend all work involving the Data, pending the investigation and successful resolution of any Data Breach.

- d) **Liability for Data Breach.** Without limiting any other remedies Transferring Agency may have under law or equity, Recipient shall reimburse Transferring Agency in full for all costs, including but not limited to, payment of legal fees, audit costs, fines, and other imposed fees arising out of or relating to a Data Breach that Transferring Agency actually incurs. All responsibilities of Recipient under this **Section 6** shall be completed by Recipient at Recipient's sole cost, without any right of reimbursement, set-off, payment, or remuneration of any kind from Transferring Agency.
- e) **Safeguarding PII.** If Recipient or any of its Subcontractors will or may receive PII under this Agreement, Recipient shall provide for the security of such PII, in a manner and form acceptable to the Transferring Agency, including, without limitation, Transferring Agency 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. Recipient shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, *et. seq.*, C.R.S., Recipient, including, but not limited to, Recipient's employees, agents, and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Recipient is given direct access to any Transferring Agency databases containing PII, Recipient shall execute, on behalf of itself and its employees, the certification attached hereto as **Exhibit C** on an annual basis Recipient's duty and obligation to certify as set forth in **Exhibit C** shall continue as long as Recipient has direct access to any Transferring Agency databases containing PII. If Recipient uses any Subcontractors to perform services requiring direct access to Transferring Agency databases containing PII, the Recipient shall require such Subcontractors to execute and deliver the certification to the Transferring Agency on an annual basis, so long as the Subcontractor has access to Transferring Agency databases containing PII.

7. Term and Termination.

- a) **Effective Date.** In accordance with § 24-30-202, C.R.S., this Agreement shall not be valid until signed and dated by the Colorado State Controller or an authorized delegate, (the "Effective Date"). No Party shall be bound by any provision of this Agreement before the Effective Date.
- b) **Term.** The Parties' respective performances under this Agreement shall commence on the Effective Date and shall terminate one (1) year from the Effective Date unless sooner terminated in accordance with its terms.
- c) **Termination in the Public Interest.** The Transferring Agency is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the Transferring Agency, the Transferring Agency, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the Transferring Agency for Breach of Agreement by Recipient. Upon such termination, all access to, use of, and further receipt of the Data shall be deemed terminated.

- d) **Termination on Notice.** Transferring Agency shall have the right to terminate this Agreement upon written notice to Recipient. Upon such termination, all access to, use of, and further receipt of the Data shall be deemed terminated.
- e) **Termination for Breach.**

In the event of a Breach of Agreement, the Transferring Agency has the following rights:

- i) The right to immediately terminate Recipient's access to the System, use of, and further receipt of the Data without notice at any time if Transferring Agency reasonably suspects Recipient has breached its obligations under this Agreement, or if Transferring Agency, using its reasonable judgment, needs to terminate Recipient's access to protect the security and integrity of the System.
- ii) The right to terminate the Agreement immediately upon notice upon Recipient's breach of this Agreement.
- iii) The right to terminate this Agreement upon 30 days' notice upon a Recipient's breach of any other term of this Agreement if the breach is not cured by Recipient within the 30 day period.

8. **Dispute Resolution.**

a) **Initial Resolution**

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the Transferring Agency and a senior manager designated by Recipient for resolution.

b) **Resolution of Controversies**

If the initial resolution described in §14.A fails to resolve the dispute within 10 Business Days, Recipient shall submit any alleged breach of this Agreement by the Transferring Agency to the Procurement Official of the Transferring Agency named on the Cover Page of this Agreement as described in §24-102-202(3), C.R.S. for resolution in accordance with the provisions of §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Recipient's challenge shall be an appeal to the Executive Director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Recipient pursues any further action as permitted by such statutes. Except as otherwise stated in this section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

- 9. **Liability.** Recipient shall be responsible for, and shall ensure that its contractors shall be responsible for, storing, maintaining, accessing, and disclosing any Data received under this Agreement in compliance with all applicable laws and regulations and provisions of this Agreement. Each Party to this Agreement shall be responsible for its failure to store, maintain, access, or disclose Data in violation of any applicable laws, regulations, or the provisions of this Agreement, and shall be liable for the failure of its contractors to store, maintain, access, or disclose Information in violation of any applicable laws, regulations, or provisions of this Agreement.

10. **No Warranty.** Recipient acknowledges and agrees that the Transferring Agency makes no representation or warranty as to the accuracy or completeness of the Data. Recipient acknowledges and agrees that the Transferring Agency shall have no liability resulting from any use of Data Recipient access through the System. Any Data disclosed under this agreement is disclosed without representation or warranty of any kind, whether express, implied, or statutory. Recipient expressly agrees that any reliance upon or conclusions drawn from the Data shall be at such Recipient's own risk to the maximum extent permitted by law and shall not give rise to any liability of or against the Transferring Agency. Except as otherwise set forth in this Agreement, Recipient hereby waives and releases Transferring Agency from any claims arising out of or related to Recipient's access or use of Data received from Transferring Agency.
11. **Injunctive Relief.** Recipient acknowledges and agrees that any breach of this Agreement could result in irreparable harm for which monetary damages are an insufficient remedy. Accordingly, Recipient acknowledges and agrees that, without limiting any other remedies Transferring Agency may have under contract, at law or at equity, Transferring Agency is entitled to equitable relief for any threatened or actual breaches of this Agreement without the posting of a bond.
12. **Insurance.** Recipient shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement shall be issued by insurance companies as approved by the Transferring Agency.
 - a) **Cyber/Network Security and Privacy Liability.** Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as Transferring Agency Confidential Information with minimum limits as follows:
 - i) \$1,000,000 per each occurrence; and
 - ii) \$2,000,000 aggregate.
 - b) **Professional Liability.** Insurance Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:
 - i) \$1,000,000 each occurrence; and
 - ii) \$1,000,000 general aggregate.
 - c) **Crime Insurance.** Crime insurance including employee dishonesty coverage with minimum limits as follows:
 - i) \$1,000,000 each occurrence; and
 - ii) \$1,000,000 general aggregate.
 - d) **For all policies, Recipient agrees:**

- i) **Primacy of Coverage.** Coverage required of Recipient and each Subcontractor shall be primary and noncontributory over any insurance or self-insurance program carried by Recipient or the Transferring Agency.
- ii) **Cancellation.** The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior written notice to Recipient and the Transferring Agency.
- iii) **Subrogation Waiver.** All insurance policies secured or maintained by Recipient or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Recipient or the Transferring Agency, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
- iv) **Certificates.** Recipient shall provide to the Transferring Agency certificates evidencing Recipient's insurance coverage required in this Agreement within seven Business Days following the Effective Date. Recipient shall provide to the Transferring Agency certificates evidencing Subcontractor insurance coverage required under this Agreement within seven Business Days following the Effective Date, except that, if Recipient's subcontract is not in effect as of the Effective Date, Recipient shall provide to the Transferring Agency certificates showing Subcontractor insurance coverage required under this Agreement within seven Business Days following Recipient's execution of the subcontract. No later than 15 days before the expiration date of Recipient's or any Subcontractor's coverage, Recipient shall deliver to the Transferring Agency certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the Transferring Agency, Recipient shall, within seven Business Days following the request by the Transferring Agency, supply to the Transferring Agency evidence satisfactory to the Transferring Agency of compliance with the provisions of this section.

13. **Notices and Representatives.** Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth below or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

14. **Conflicts of Interest.**

- a) **Actual Conflicts of Interest.** Recipient shall not engage in any business or activities or maintain any relationships that conflict in any way with the full performance of the obligations of Agreement

or under this Agreement. Such a conflict of interest would arise when a Recipient or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the Transferring Agency, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

- b) **Apparent Conflicts of Interest.** Recipient acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the Transferring Agency's interests. Absent the Transferring Agency's prior written approval, Recipient shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Recipient's obligations under this Agreement.
- c) **Disclosure to the Transferring Agency.** If a conflict or the appearance of a conflict arises, or if Recipient is uncertain whether a conflict or the appearance of a conflict has arisen, Recipient shall submit to the Transferring Agency a disclosure statement setting forth the relevant details for the Transferring Agency's consideration. Failure to promptly submit a disclosure statement or to follow the Transferring Agency's direction in regard to the actual or apparent conflict constitutes a Breach of Contract.
- d) Recipient acknowledges that all Transferring Agency employees are subject to the ethical principles described in §24-18-105, C.R.S. Recipient further acknowledges that Transferring Agency employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Agreement.

15. General Provisions.

- a) **Assignment.** Recipient's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the Transferring Agency. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Recipient's rights and obligations approved by the Transferring Agency shall be subject to the provisions of this Agreement.
- b) **Counterparts.** This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
- c) **Entire Understanding.** This Agreement represents the complete integration of all understandings between the Parties related to the data access, and all prior representations and understandings related to the data access, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.
- d) **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.
- e) **Survival.** Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

- f) **Subcontracts.** Recipient shall not enter into any subcontract in connection with its obligations under this Contract without the prior, written approval of the Transferring Agency. Recipient shall submit to the Transferring Agency a copy of each such subcontract upon request by the Transferring Agency. All subcontracts entered into by Recipient in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.
- g) **Binding Effect.** Except as otherwise provided in §15.A, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.
- h) **Authority.** Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.
- i) **Captions and References.** The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- j) **Waiver.** A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
- k) **Legal Requests.** Transferring Agency acknowledges and agrees that Recipient, or its contractors, may be required to share the Data to respond to a subpoena, court order, open records request or valid legal request (each a "Legal Request"). To the extent permitted by law, Recipient will refer the Legal Request to Transferring Agency of any disclosure of the Data so that Transferring Agency may seek a protective order at its own cost.
- l) **CORA Disclosure.** To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.
- m) **Third-Party Beneficiaries.** Except for the Parties' respective successors and assigns described in §15.A, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.
- n) **Digital Signatures.** If any signatory signs this Agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.
- o) **Modification.** Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

Modifications permitted under this Agreement, other than agreement amendments, shall conform to the policies issued by the Colorado State Controller.

- p) **Statutes, Regulations, Fiscal Rules, and Other Authority.** Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.
- q) **External Terms and Conditions.** Notwithstanding anything to the contrary herein, the Transferring Agency shall not be subject to any provision included in any terms, conditions, or agreements appearing on Recipient's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.
- r) **Standard and Manner of Performance.** Recipient shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Recipient's industry, trade, or profession.
- s) **Licenses, Permits, and Other Authorizations.** Recipient shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all licenses, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.
- t) **Taxes.** The Transferring Agency is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), et seq., C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The Transferring Agency shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Recipient. Recipient shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Recipient may wish to have in place in connection with this Agreement.
- u) **Indemnification.** Each party will be exclusively responsible and liable for the acts and omissions of its own employees during the course of this Agreement. Neither the Recipient nor the Transferring Agency shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence. Nothing in this Agreement is intended to be or shall be construed to be a waiver of the Recipient's governmental immunity under C.R.S., Section 24-10-101, et seq., as amended.
- v) **Accessibility.**
 - i) Intentionally omitted.
 - ii) The Transferring Agency may require Recipient's compliance to the Transferring Agency's Accessibility Standards to be determined by a third party selected by the Transferring Agency to attest to Recipient's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

16. Special Provisions.

These Special Provisions apply to all contracts except where noted in italics.

- a) **Statutory Approval.** §24-30-202(1), C.R.S. This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.
- b) **Fund Availability.** §24-30-202(5.5), C.R.S. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
- c) **Governmental Immunity.** Liability for claims for injuries to persons or property arising from the negligence of the Transferring Agency, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.
- d) **Independent Recipient.** Recipient shall perform its duties hereunder as an independent contractor and not as an employee. Neither Recipient nor any agent or employee of Recipient shall be deemed to be an agent or employee of the Transferring Agency. Recipient shall not have authorization, express or implied, to bind the Transferring Agency to any agreement, liability or understanding, except as expressly set forth herein. Recipient and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the Transferring Agency and the Transferring Agency shall not pay for or otherwise provide such coverage for Recipient or any of its agents or employees. Recipient shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Recipient shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the Transferring Agency, and (iii) be solely responsible for its acts and those of its employees and agents.
- e) **Compliance with Law.** Recipient shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
- f) **Choice of Law, Jurisdiction, and Venue.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference that conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.
- g) **Prohibited Terms.** Any term included in this Agreement that requires the Transferring Agency to indemnify or hold Recipient harmless; requires the Transferring Agency to agree to binding arbitration; limits Recipient's liability for damages resulting from death, bodily injury, or damage

to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109, C.R.S.

- h) **Software Piracy Prohibition.** Transferring Agency or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Recipient hereby certifies and warrants that, during the term of this Agreement and any extensions, Recipient has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the Transferring Agency determines that Recipient is in violation of this provision, the Transferring Agency may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.
- i) **Employee Financial Interest/Conflict of Interest.** §§24-18-201 and 24-50-507, C.R.S. The signatories aver that to their knowledge, no employee of the Transferring Agency has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Recipient has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Recipient's services and Recipient shall not employ any person having such known interests.
- j) **Vendor Offset and Erroneous Payments.** §§24-30-202(1) and 24-30-202.4, C.R.S. [Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the Transferring Agency Controller may withhold payment under the Transferring Agency's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, et seq., C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the Transferring Agency as a result of final agency determination or judicial action. The Transferring Agency may also recover, at the Transferring Agency's discretion, payments made to Recipient in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Recipient by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the Transferring Agency and Recipient, or by any other appropriate method for collecting debts owed to the Transferring Agency.

EXHIBIT A - SYSTEM DESCRIPTION

EXHIBIT A - SCOPE OF DATA ACCESS

1. Duties and Obligations Concerning Access to, and use of, Transferring Agency Confidential Information

a. Duties and Obligations of Transferring Agency

i. Transferring Agency shall give Recipient and Recipient's employees access to Transferring Agency Confidential Information through a computer interface, as Transferring Agency deems appropriate in its sole discretion. Access shall be available from 8:00 a.m. to 5:00 p.m Mountain Time, Monday through Friday (except for legal State holidays), barring machine or power failure, or overload of the network.

ii. Beginning on the Effective Date of this Agreement, Transferring Agency shall give Recipient access to and use of Transferring Agency Confidential Information within the following Transferring Agency information systems:

1. MyUI+ (Benefits inquiry only)

iii. Transferring Agency shall train Recipient's employees, as necessary, with regard to the policies and operating procedures related to accessing and using Transferring Agency's information systems for the Purpose designated in §4 of the Agreement.

iv. **Disclaimer and Limitation of Liability.** Transferring Agency does not guarantee the accuracy of the information provided to Recipient pursuant to this Agreement. Transferring Agency's obligation to provide information to Recipient is contingent upon the availability of the requested information within the Transferring Agency's computer system. Recipient expressly agrees that Transferring Agency shall not be liable to Recipient for damages, in whatever form or however characterized or claimed, from inadequacies with, or in, Transferring Agency Confidential Information.

b. Duties and Obligations of Recipient.

i. For each user, the Security Coordinator identified by the Recipient shall require that each user sign the required compliance forms in **Exhibit A, Attachment 1** before requesting access. The Recipient's Security Coordinator shall request access via the Transferring Agency's Security Coordinator using this designated method. Recipient's Security Coordinator shall maintain completed forms for each user and shall provide to Transferring Agency's Contract Coordinator or designee for review upon request. The acceptance or denial of the request for access is solely determined at the discretion of Transferring Agency.

ii. Recipient shall designate a Security Coordinator to act as the primary point of contact for user access, including requesting changes to the access or that a user be deleted. The Security Coordinator shall restrict access to only those employees of Recipient whose duties are directly responsible for the use specified in §4 of the Agreement, and shall maintain completed compliance forms for each user. Either Party shall notify the other of a change in the identified Security Coordinator or other contact information by written notice delivered to the Party's Principle Representative(s) designated on the Cover Page of this Agreement, no later than twenty-five (25) business

days from the effective date of such change. See **Exhibit A, Attachment 2** for Security Coordinator/Backup Security Coordinator Responsibilities.

iii. The Security Coordinator information for both Parties:

Transferring Agency:

CDLE UI Access
Security Coordinator
Colorado Dept. of Labor and Employment
251 East 12th Ave.
Denver, Co 80202
303-318-9090
cdle_ui_access@state.co.us

Recipient:

Trena Sparks
Manager of Case Management
City of Aurora
14999 E. Alameda Parkway
Aurora, CO 80012
Email: tsparks@auroragov.org

and

Elizabeth Edgecom
Case Management Supervisor
City of Aurora
14999 E. Alameda Parkway
Aurora, CO 80012
Email: eedgecom@auroragov.org

iv. Recipient shall submit to Transferring Agency's Security Coordinator or designee the names and contact information of all employees for whom authorization to access Transferring Agency Confidential Information is granted.

iv. The Recipient's Security Coordinator must notify Transferring Agency's Security Coordinator within five (5) calendar days when a user's access to Transferring Agency Confidential Information is no longer required because of a change of employer or job duties to preclude continued, unauthorized access.

iv. The Participating Agency agrees that the UI system and data contained in and belonging to the Transferring Agency shall:

1. Never be accessed or used for immigration enforcement actions
2. Never be accessed or used for employment background checks.

iv. Recipient shall maintain a list of all third parties who have been given authorization to have Data shared to them, including copies of Transferring Agency's written approval. Recipient shall also ensure that a third party has been authorized for access either by the Agreement or by written authorization from CDLE prior to any Data being shared to them, in accordance with §4.a of the Agreement.

2. Fees Associated with this Data Access Agreement

a. *[If no fees are associated with the Agreement, replace the below with: "This Agreement is non-financial in nature. No fees shall be associated with this Agreement or ascribed to either Party.]*

b. Recipient shall make payments as described below:

i. **Set Up Fee.** Recipient shall pay an initiation fee of Eight Hundred and Five Dollars (\$805.00) for each data access agreement executed.

ii. **Renewal Fee.** In addition to the initiation fee for every data access agreement executed, the Recipient shall pay an annual renewal fee of Eight Hundred and Five Dollars (\$805.00).

iii. **Initial User Fee.** Recipient shall pay a one-time user fee of Twenty Dollars (\$20.00) for each user identification number assigned to Recipient, at Recipient's request, at the initiation of this Agreement for the systems-information access identified in §1.a.ii, above. Fees paid for each specific user shall be considered a "lifetime" fee that will apply throughout the continuous data-access contracting relationship of the Parties identified in this Agreement, so long as the specific user identification is used continuously and without interruption. There will be X (X) users, at a rate of \$20 each, for a total of \$X.XX.

iv. **Subsequent User Fee.** Recipient shall pay a one-time user fee of Twenty Dollars (\$20.00) for each additional user identification number assigned to Recipient, at Recipient's request, after the effective date of this Agreement for the systems and information access identified in §1.a.ii, above. The fee paid for each such additional user identification number shall be considered a "lifetime" fee that will apply throughout the continuous data-access-contracting relationship of the Parties identified in this Agreement, so long as the specific user identification is used continuously and without interruption.

v. Lapse and Reinstatement Fees.

1. If a user does not use the identification number assigned to him or her during a period of six continuous months, the number will lapse and the user will have no further access using that number.
2. If a user identification number lapses pursuant to this §2.b.vii. Recipient must pay a new Initial User Fee of Twenty Dollars (\$20.00) in order to reinstate the number.

vi. **Usage Fees.** Recipient shall be billed periodically for all other costs incurred for which Transferring Agency submits an invoice.

vii. **Billing Inquiries:** The Transferring Agency will contact the Recipient to explain how the billing process will work (e.g., when the invoices will be sent, due dates, etc.).

viii. **Invoicing.** The Transferring Agency shall submit invoices corresponding to the costs associated with the scope of data access set out in this Exhibit A. Once the invoice is accepted and approved, Recipient will use all reasonable measures to submit the invoice for payment within three (3) business days.

Set Up Fee	\$805.00
Initial User Fees	\$ \$40.00
Total Fees	\$845.00

ix. **Payment.** Payments to the Transferring Agency shall be made in accordance with the provisions of Exhibit A §2.x.

ix. **Payments to Transferring Agency.**

1. **Maximum Amount.** Payments to the Transferring Agency are limited to the unpaid, obligated balance of the Agreement funds. The Recipient shall not pay the Transferring Agency any amount under this Agreement that exceeds the Agreement Maximum Amount for that State Fiscal Year shown on the Cover Page for this Agreement.

2. **Payment Procedures.**

a. **Invoices and Payment**

i. Recipient shall pay Transferring Agency in the amounts and in accordance with the schedule and other conditions set forth in Exhibit A.

ii. The Transferring Agency shall initiate payment requests by invoice to the Recipient, in a form and manner approved by the Recipient. To facilitate Fiscal Year End closing, final invoices for each Fiscal Year should be submitted to the Paying Agency by July 15th of the following Fiscal Year.

iii. The Recipient shall pay each invoice within 30 days following the Transferring Agency's receipt of that invoice, so long as the amount invoiced correctly represents work completed by the Transferring Agency and previously accepted by the Recipient during the term that the invoice covers.

iv. In accordance with the Fiscal Procedures Manual, each Agency shall report the outstanding balance of this Agreement on Exhibit AR_AP at Fiscal Year end.

b. **Interest**

i. Amounts not paid by the Recipient within 30 days of the Recipient's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Transferring Agency shall invoice the Recipient separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

c. **Payment Disputes**

i. If Recipient disputes any calculation, determination or amount of any payment, Recipient shall notify the Transferring Agency in writing of its dispute within 30

days following the earlier to occur of Transferring Agency's receipt of the payment or notification of the determination or calculation of the payment by the Recipient. The Recipient will review the information presented by Transferring Agency and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the Transferring Agency's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

<p>Provider: Colorado Dept. of Labor and Employment Attn: Unemployment Insurance Policy 251 E. 12th Avenue Denver, CO 80203 cdle_ui_policy@state.co.us</p>	<p>Participating Entity: Trena Sparks City of Aurora 14999 E. Alameda Parkway Aurora, CO 80012 Email: tsparks@auroragov.org</p>
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3. Third Party Access to Transferring Agency Confidential Information

a. Prior to allowing any Third Party to access or use any Transferring Agency Confidential Information or to participate in any activity involving Transferring Agency Confidential Information or Transferring Agency's information systems, Recipient shall:

- i. Give Transferring Agency reasonable notice that identifies the Third Party and any employees of the Third Party to which Recipient plans to grant access and the Transferring Agency Confidential Information or Transferring Agency's information systems to which they are to have access.
- ii. Require the Third Party to review and agree to the usage and access terms outlined by Transferring Agency and provided to Recipient by Transferring Agency.
- iii. Ensure that the Third Party and all of the Third Party's employees and agents that will have access to Transferring Agency Confidential Information or to Transferring Agency's information systems pass background checks in a form reasonably acceptable to Transferring Agency.
- iv. Require that the Third Party or each employee of such Third Party who will have access to Transferring Agency Confidential Information or Transferring Agency's information systems sign the required compliance form in **Exhibit A, Attachment 1** before receiving access. Recipient's Security Coordinator shall maintain completed forms for each user and shall provide them to Transferring Agency's Security Coordinator or designee for review upon request.
- v. Require that the Third Party provide for the security of Transferring Agency Confidential Information in a manner acceptable to Transferring Agency, including, without limitation, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits.

vi. Transferring Agency may in its sole discretion reject any plan to provide any Third Party or any employee of a Third Party access to any Transferring Agency Confidential Information or Transferring Agency's information systems, and Recipient shall not grant the Third Party or its employee access to any Transferring Agency Confidential Information or Transferring Agency's information systems after Transferring Agency rejects Recipient's plan to grant that Third Party or its employee access to Transferring Agency Confidential Information or Transferring Agency's information systems.

vii. Transferring Agency may at any time, in its sole discretion, revoke its permission for Recipient to give a Third Party or a Third Party's employee access to Transferring Agency Confidential Information or Transferring Agency's information systems. If Transferring Agency revokes such permission, Recipient shall immediately terminate the access of the Third Party or the Third Party's employee, as the case may be, and take reasonable steps to recover any Transferring Agency Confidential Information then in the possession, custody or control of the Third Party or the Third Party's employee.

b. A violation of any part of this §3 shall be a material breach of this Agreement.

4. **USDOL Performance Monitoring**

a. Recipient shall permit Transferring Agency, the United States Department of Labor, or any other duly authorized governmental agent or agency, to monitor all activities conducted by Recipient pursuant to the terms of this Agreement. Such monitoring may consist of internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other reasonable procedures. All such monitoring shall be performed in a manner that does not unduly interfere with the performance of Recipient's duties or obligations under this Agreement.

b. If Recipient provides a third party with access to Transferring Agency Confidential Information, Recipient shall ensure that such third party permits Transferring Agency, the United States Department of Labor, or any other duly authorized governmental agent or agency, to monitor all activities conducted by the third party with Transferring Agency Confidential Information. Such monitoring may consist of internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other reasonable procedures.

c. Recipient authorizes Transferring Agency to perform audits or inspections of Recipient's records at any reasonable time during the term of this Agreement and for a period of six (6) years following the termination of this Agreement for purposes of inspecting and monitoring access and use of Transferring Agency Confidential Information and evaluating security control effectiveness.

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EXHIBIT A, ATTACHMENT 1

Colorado Department of Labor and Employment Unemployment Insurance (UI) Division

DATA USE AND PERSONAL COMPLIANCE REGARDING THE USE AND RELEASE OF INFORMATION

SUMMARY

Personal identifying information and other confidential information (hereinafter referred to collectively as “Confidential Information”) owned by the Colorado Department of Labor and Employment (CDLE) is protected under federal and Colorado state law. Other sensitive, proprietary, copyrighted, and/or trade-secret information (hereinafter referred to collectively as “Sensitive Information”) is deemed by CDLE to be protected. All are required to be protected from inappropriate disclosure, misuse, unauthorized intrusion, duplication, transmittal, theft, alteration, modification, or deletion.

RELEASE OF INFORMATION

As an authorized user to receive UI records, you are not permitted to share the information in the records. You may access data from CDLE only in the performance of your duties pursuant to the Purposes listed in this Agreement.

PROTECTION OF DATA

You are responsible for the security of the data you access. When you access the Confidential and/or Sensitive Information, you must protect the information and comply with Colorado state law. All individuals coming into contact with the Confidential and Sensitive Information must be acting within the scope of their responsibilities under the Agreement between CDLE and City of Aurora Municipal Court, and performing duties pursuant to the Purposes listed in this Agreement.

DATA SECURITY AND USE

Users of Confidential and/or Sensitive Information must read and agree to adhere to the following terms of use and data user obligations:

- I acknowledge that the owner of the Confidential and Sensitive Information remains CDLE, and that I do not obtain any rights, title, or interest in any of the information provided;
- I will not use nor permit others to use the Confidential and/or Sensitive Information in any way except as outlined in the agreement;
- I will not release nor permit others to release the Confidential and/or Sensitive Information provided to any person who has not been authorized to have access to the information;
- I will ensure that no identifying information is transmitted through unsecured means, including on physical media, unencrypted email, or other unsecured internet transmissions.

- I will ensure that the Confidential and/or Sensitive Information will never be accessed or used for immigration enforcement actions.
 - I will ensure that the Confidential and/or Sensitive Information will never be accessed or used for employment background checks.
 - I will take all reasonable measures to protect the Confidential and Sensitive Information, including but not limited to:
 - Locking my computer when it is not in use.
 - Obtaining my own log-in information, if needed, and not sharing it with others.
 - Shredding hard-copy documents when no longer needed.
 - Not making copies of Confidential and Sensitive Information.
 - Deleting or returning to CDLE electronic files no longer needed to perform the work.
 - If I am provided information that is named or contains other identifiers, I will make no attempt to contact the subject of the information or any other interested party unless necessary to fulfill the obligations described in the Agreement.
 - In addition, I will release all statistical information in such a way as to avoid inadvertent disclosure. For example:
 - No data on a single event should be derivable through subtraction or other calculation from the combination of tables in a given publication or presentation; and
 - No data should permit disclosure of a single event when used in combination with other known data.

CONFIDENTIALITY AGREEMENT

I certify that I have reviewed and agree to abide by the terms shown in this “Data Use and Personal Compliance Regarding the Use and Release of Information” Exhibit A, Attachment 1 concerning the disclosure and use of UI information.

I understand that **any act or omission to act on my behalf** that violates any term of any term of this Agreement or especially the terms concerning the disclosure of information under Colorado state law will cause my access to the data and information to be revoked and may subject me, personally, to criminal prosecution or civil liability.


Name Printed: Candace Atkinson	Title: Court Administrator	Date 01/23/24
Signature: 	City of Aurora – Aurora Municipal Court	

EXHIBIT A, ATTACHMENT 2

Colorado Department of Labor and Employment (CDLE): Unemployment Insurance System Security Coordinator/Backup Security Coordinator Responsibilities

- Understand the confidentiality requirements described in the access Agreement.
- Understand the reason access has been granted to the Recipient as described in the Agreement and apply that knowledge when determining whether an employee should be granted access.
- Act as the point of contact for user access and security-related tasks for user access to the CDLE Unemployment Insurance System, including providing user information when requested.
- Maintain an Excel spreadsheet or Google Sheet of all system users' information required to access the CDLE Unemployment Insurance System (name, email, Benefits/Premiums access, QID, Benefits Operator ID, etc.)
- Request access and/or any changes to access (name/email change, delete, reinstate, etc.) for each employee who has been identified as requiring access to the CDLE Unemployment Insurance System as part of his or her job.
- Maintain copies of confidentiality agreements (these will be provided to the security coordinators with each user request for access) signed by each user with access to the CDLE Unemployment Insurance System. Copies may be requested upon review of the agency's access and usage of the CDLE Unemployment Insurance System.

EXHIBIT B

Information Technology Provisions

This Exhibit regarding Information Technology Provisions (the "Exhibit") is an essential part of the agreement between the Transferring Agency and Recipient as described in the Agreement to which this Exhibit is attached. Unless the context clearly requires a distinction between the Agreement and this Exhibit, all references to "Agreement" shall include this Exhibit.

1. Protection of System Data

- a. In addition to the requirements of the main body of this Agreement, if Recipient or any Subcontractor is given access to Transferring Agency Information Technology resources or Transferring Agency Records by the Transferring Agency or its agents in connection with Recipient's performance under the Agreement, Recipient shall protect such Information Technology resources and Transferring Agency Records in accordance with this Exhibit. All provisions of this Exhibit that refer to Recipient shall apply equally to any Subcontractor performing work in connection with the Agreement.
- b. The terms of this Exhibit shall apply to the extent that Recipient's obligations under this Agreement include the provision of Information Technology goods or services to the Transferring Agency. Information Technology is computer-based equipment and related services designed for the storage, manipulation, and retrieval of data, and includes, without limitation:
 - i. Any technology, equipment, or related services described in §24-37.5-102(2), C.R.S.;
 - ii. The creation, use, processing, disclosure, transmission, or disposal of Transferring Agency Records, including any data or code, in electronic form; and
 - iii. Other existing or emerging technology, equipment, or related services that may require knowledge and expertise in Information Technology.
- c. Recipient shall, and shall cause its Subcontractors to meet all of the following:
 - i. Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement.
 - ii. Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards.
 - iii. Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing.
 - iv. Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments.
 - v. Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the State's Office of Information Security ("OIS").
 - vi. Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology ("OIT"), including change

management, project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at:

1. <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>

- d. Subject to Recipient's reasonable access security requirements and upon reasonable prior notice, Recipient shall provide the Transferring Agency with scheduled access for the purpose of inspecting and monitoring access and use of Transferring Agency Records, maintaining Transferring Agency systems, and evaluating physical and logical security control effectiveness.
- e. Recipient shall perform current background checks in a form reasonably acceptable to the Transferring Agency on all of its respective employees and agents performing services or having access to Transferring Agency Records provided under this Agreement, including any Subcontractors or the employees of Subcontractors. A background check performed within 30 days prior to the date such employee or agent begins performance or obtains access to Transferring Agency Records shall be deemed to be current.
 - i. Upon request, Recipient shall provide notice to a designated representative for the Transferring Agency indicating that background checks have been performed. Such notice will inform the Transferring Agency of any action taken in response to such background checks, including any decisions not to take action in response to negative information revealed by a background check.
 - ii. If Recipient will have access to Federal Tax Information under the Agreement, Recipient shall agree to the Transferring Agency's requirements regarding Safeguarding Requirements for Federal Tax Information and shall comply with the background check requirements defined in IRS Publication 1075 and §24-50-1002, C.R.S.

2. Data Handling

- a. Recipient may not maintain or forward these Transferring Agency Records to or from any other facility or location, except for the authorized and approved purposes of backup and disaster recovery purposes, without the prior written consent of the Transferring Agency. Recipient may not maintain Transferring Agency Records in any data center or other storage location outside the United States for any purpose without the prior express written consent of OIS.
- b. Recipient shall not allow remote access to Transferring Agency Records from outside the United States, including access by Recipient's employees or agents, without the prior express written consent of OIS. Recipient shall communicate any request regarding non-U.S. access to Transferring Agency Records to the Security and Compliance Representative for the Transferring Agency. The Transferring Agency shall have sole discretion to grant or deny any such request.
- c. Upon request by the Transferring Agency made any time prior to 60 days following the termination of this Agreement for any reason, whether or not the Agreement is expiring or terminating, Recipient shall make available to the Transferring Agency a complete download file of all Transferring Agency data.
 - i. This download file shall be made available to the State within 10 Business Days of the Transferring Agency's request, shall be encrypted and appropriately authenticated, and shall contain, without limitation, all Transferring Agency Records, Work Product, and system schema and transformation definitions, or

- delimited text files with documents, detailed schema definitions along with attachments in its native format.
- ii. Upon the termination of Recipient's provision of data processing services, Recipient shall, as directed by the Transferring Agency, return all Transferring Agency Records provided by the Transferring Agency to Recipient, and the copies thereof, to the Transferring Agency or destroy all such Transferring Agency Records and certify to the Transferring Agency that it has done so. If any legal obligation imposed upon Recipient prevents it from returning or destroying all or part of the Transferring Agency Records provided by the Transferring Agency to Recipient, Recipient shall guarantee the confidentiality of all Transferring Agency Records provided by the Transferring Agency to Recipient and will not actively process such data anymore. Recipient shall not interrupt or obstruct the Transferring Agency's ability to access and retrieve Transferring Agency Records stored by Recipient.
3. The Transferring Agency retains the right to use the established operational services to access and retrieve Transferring Agency Records stored on Recipient's infrastructure at its sole discretion and at any time. Upon request of the Transferring Agency or of the supervisory authority, Recipient shall submit its data processing facilities for an audit of the measures referred to in this Exhibit in accordance with the terms of this Agreement..
 4. Compliance
 - a. In addition to the compliance obligations imposed by the main body of the Agreement, Recipient shall comply with:
 - i. All Colorado Office of Information Security (OIS) policies and procedures which OIS has issued pursuant to §§24-37.5-401 through 406, C.R.S. and 8 CCR §1501-5 and posted at"
<https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>
 - ii. All information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any specifically incorporated industry standards or guidelines, as applicable based on the classification of the data relevant to Recipient's performance under the Agreement. Such obligations may arise from:
 1. Health Information Portability and Accountability Act (HIPAA)
 2. IRS Publication 1075
 3. Payment Card Industry Data Security Standard (PCI-DSS)
 4. FBI Criminal Justice Information Service Security Addendum
 5. CMS Minimum Acceptable Risk Standards for Exchanges
 6. Electronic Information Exchange Security Requirements and Procedures For State and Local Agencies Exchanging Electronic Information With The Social Security Administration
 - b. Recipient shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to ensure compliance with the standards and guidelines applicable to Recipient's performance under the Agreement.
 - c. Recipient shall allow the Transferring Agency reasonable access and shall provide the Transferring Agency with information reasonably required to assess Recipient's compliance. Such access and information shall include:

- i. An annual SOC2 Type II audit including, at a minimum, the Trust Principles of Security, Confidentiality, and Availability, or an alternative audit recommended by OIS; or
 - ii. The performance of security audit and penetration tests, as requested by OIS.
5. To the extent Recipient controls or maintains information systems used in connection with Transferring Agency Records, Recipient will provide OIS with the results of all security assessment activities when conducted on such information systems, including any code-level vulnerability scans, application level risk assessments, and other security assessment activities as required by this Agreement or reasonably requested by OIS. Recipient will make reasonable efforts to remediate any vulnerabilities or will request a security exception from the Transferring Agency. The Transferring Agency will work with Recipient and OIS to prepare any requests for exceptions from the security requirements described in this Agreement and its Exhibits, including mitigating controls and other factors, and OIS will consider such requests in accordance with their policies and procedures referenced herein.

EXHIBIT C

STATE OF COLORADO

**THIRD PARTY ENTITY/ORGANIZATION CERTIFICATION FOR ACCESS
TO PII THROUGH A DATABASE OR AUTOMATED NETWORK**

Pursuant to § 24-74-105, C.R.S., I, Candace Atkinson, on behalf of City of Aurora – Court Administration – Aurora Municipal Court (the “Organization”), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.


Signature: 
Printed Name: Candace Atkinson
Title: Court Administrator
Date: 4-23-24

Exhibit D
CJIS Exhibit

1. Defined Terms.

- a) “Authorized Individuals” means individuals who have been granted authorization by Transferring Agency to access the Data pursuant to the Agreement.
- b) “CJIS” means Criminal Justice Information Services.
- c) “CJIS Security Addendum” means the uniform addendum to an agreement between the government agency and a private contractor, approved by the Attorney General of the United States, which specifically authorizes access to CJJ, limits the use of the information to the purposes for which it is provided, ensures the security and confidentiality of the information is consistent with existing regulations and the CJIS Security Policy, provides for sanctions, and contains such other provisions as the Attorney General may require. The entirety of the Addendum must be present in contracts between the Recipient and any of the Recipient’s private contractors who have access to CJJ, pursuant to the CJIS Security Policy 5.1.1.5. The Addendum is located in the Appendix of the CJIS Security Policy (pages H-6 – H-7 in version 5.9).
- d) “CJIS Security Addendum Certification” means the one-page document in the Appendix of the CJIS Security Policy (page H-8 in version 5.9) which must be signed by each individual with access to CJJ. This document serves as an acknowledgement by each signing individual that they are familiar with the applicable parts of the CJIS Security Policy and that their access and use of the Data is limited solely to official functions and not for personal use or gain.
- e) “CJIS Security Policy” means the FBI CJIS Security Policy document as published by the FBI CJIS ISO, as updated and amended from time to time.
- f) “CJIS Systems Agency” means a duly authorized state, federal, international, tribal or territorial criminal justice agency on the CJIS network providing statewide (or equivalent) service to its criminal justice users with respect to the CJJ from various systems managed by the FBI CJIS Division.
- g) “Destroy” means to remove Data from Recipient’s systems, paper files, records, databases, and any other media regardless of format, in accordance with the standard detailed in the Media Protection section of the CJIS Security Policy.

2. Data Use and Restrictions.

- a) **Background Checks.** All Authorized Individuals must submit fingerprints so that Transferring Agency may run background checks as mandated by the CJIS Security Policy. No individual may access the Data prior to Transferring Agency issuing a written notice stating such individual is cleared to access the Data. Transferring Agency has the sole discretion to make this clearance decision. Recipient shall be solely responsible for the costs associated with the background checks. Any personnel hired or added during the Term (as defined in **Section 5(a)** of the Agreement) of this Agreement shall satisfy the requirements set forth in this **subsection 2(b)** before gaining access to the Data.

- b) **Storage of Data.** Recipient agrees to use, hold, and maintain the Data in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment in accordance with the CJIS Security Policy.
 - c) **Destruction of Data.** Upon Transferring Agency's request, or upon any expiration or termination of this Agreement, Recipient shall Destroy any Data in its possession in accordance with the Media Protection section of the CJIS Security Policy. Upon request, Recipient shall certify to Transferring Agency in writing that the Data has been Destroyed.
 - d) **Data Security Requirements.** Recipient agrees to secure and protect the Data against any unauthorized use or access in accordance with the CJIS Security Policy and the CJIS Security Addendum, hereby incorporated by reference into this Agreement. Recipient acknowledges and agrees that it is responsible for ensuring its compliance with the most current version of the CJIS Security Policy, which is available at: <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>. Recipient also agrees to require each individual with access to the Data to sign the CJIS Security Addendum Certification (found in Appendix H of the CJIS Security Policy), and to maintain the signed certifications, which DPS may access upon request.
3. **Audit Rights.** Transferring Agency reserves the right, in its sole discretion and at Recipient's sole expense, to audit Recipient's performance under this Agreement to ensure compliance with the Agreement and CJIS Security Policy upon thirty (30) days prior written notice to Recipient. Audits may include inspections at the premises or physical facilities of the Recipient or requests by Transferring Agency for information and documentation demonstrating Recipient's compliance with the Agreement and CJIS Security Policy. This Audit will not occur more than once in a calendar year and may be performed by Transferring Agency, or by a third party selected by Transferring Agency to perform such an audit.

EXHIBIT E

ROLE-BASED USE POLICY

This Role Based Use Policy sets for the purposes for which Recipient may use Data shared through this Agreement. Any capitalized terms that are undefined in this Role-Based Use Policy shall have meaning set forth in the Agreement. Recipient acknowledges and agrees that the Transferring Agency may amend this Role-Based Use Policy at any time upon 30 days prior written notice to Recipient. If a Recipient is uncomfortable with any changes to this Role-Based Use Policy, it may terminate this Agreement immediately upon written notice to the Transferring Agency.

Recipient acknowledges and agree that it may only use or access the Data shared for the following purposes pursuant to the terms of the Agreement:

1. To verify individual financial information provided at the time an individual requests a payment schedule for court fines and costs and applies for a Public Defender;
2. To help locate an individual who has failed to pay court fines.

RESOLUTION NO. R2024- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND THE STATE OF COLORADO ACTING BY AND THROUGH THE DEPARTMENT OF LABOR AND EMPLOYMENT PROVIDING FOR THE SHARING OF DEPARTMENT OF LABOR AND UNEMPLOYMENT INFORMATION TO THE AURORA MUNICIPAL COURT FOR VERIFICATION OF FINANCIAL INFORMATION SUBMITTED TO THE MUNICIPAL COURT

WHEREAS, Section 10-12 of the City Charter pertaining to cooperative contracts provides that “Council may, by Resolution, enter into contracts or agreements with other governmental units...for...furnishing or receiving commodities or services”; and

WHEREAS, C.R.S. Section 29-1-203 authorizes governments to cooperate and contract with one another to provide any function or service lawfully authorized to each; and

WHEREAS, access by the Aurora Municipal Court to the information currently in the possession and control of the Department of Labor and Unemployment will assist the Aurora Municipal Court in complying with the provisions of House Bill 16-1311;

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

Section 1. The Intergovernmental Agreement between the City of Aurora and the State of Colorado acting by and through the Department of Labor and Employment is approved.

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

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

RESOLVED AND PASSED this _____ day of _____, 2024.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Angela L. Garcia - PS

ANGELA L. GARCIA, Senior Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: Amendment of Aurora Code Sec 50-255, Conditions of Probation (Ordinance)
Item Initiator: Shawn Day, Presiding Judge, Aurora Municipal Court
Staff Source/Legal Source: Shawn Day, Presiding Judge, Aurora Municipal Court / Angela Garcia, Senior Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 1.5--Maintain an unbiased, independent municipal court

COUNCIL MEETING DATES:

Study Session: 7/8/2024

Regular Meeting: N/A

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

Item requires a Public Hearing: Yes No

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

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

Shawn Day, Presiding Judge, Aurora Municipal Court / Angela Garcia, Senior Assistant City Attorney
Estimated time: 5 minutes

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

- Approve Item and Move Forward to Study Session Approve Item as Proposed at Study Session
- Approve Item and Move Forward to Regular Meeting Approve Item as Proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Public Safety, Courts & Civil Service

Policy Committee Date: 6/13/2024

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

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

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

Item approved to move forward at the June 13, 2024 PSCCS policy committee meeting

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

Ordinance Amendment - Aurora Code Sec 50-255, Conditions of Probation

FISCAL IMPACT

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

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

REVENUE IMPACT

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

N/A

BUDGETED EXPENDITURE IMPACT

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

Does Council approve moving the item forward to a regular City Council meeting?

LEGAL COMMENTS

Council has the power to make and publish ordinances consistent with the laws of the state for carrying into effect or discharging the powers and duties conferred by the State Constitution, State Statute, or City Charter and such as it shall deem necessary and proper to provide for the safety; preserve the health; promote the prosperity; and improve the morals, order, comfort and convenience of the city and the inhabitants thereof. (City Code, Sec. 2-32 and C.R.S., Sec. 31-15-103). City Council shall act only by ordinance, resolution or motion. All legislative enactments must be in the form of an ordinance. (City Charter, Art. 5-1). (Garcia)

ORDINANCE NO. 2024- _____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 50-255 OF THE CITY CODE PERTAINING TO THE CONDITIONS OF PROBATION.

WHEREAS, the Aurora Municipal Court has sentencing alternatives available after an individual has pleaded guilty or has been found guilty of violating City of Aurora municipal ordinances; and

WHEREAS, probation is an alternative sentence which offers juveniles the opportunity to remain in their community and be connected to constructive and therapeutic activities; and

WHEREAS, an express condition of a sentence to probation requires the defendant to provide a government-issued photo ID or be photographed by the probation office and be fingerprinted; and

WHEREAS, juvenile defendants sentenced to probation will not be required to be fingerprinted, but must still meet a number of other conditions as part of their probation sentence.

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

Section 1. That Section 50-255 of the City Code of the City of Aurora, Colorado is hereby amended to read as follows:

Sec. 50-255. Conditions of probation.

(a) The conditions of probation shall be such as the court in its discretion deems reasonably necessary to ensure that the defendant will lead a law-abiding life, and to assist him or her to do so. The court shall provide, as an express condition of every sentence, **which includes probation**, that the defendant shall provide a government-issued photo ID or be photographed by the probation office and **that any defendant eighteen years of age or older** be fingerprinted., ~~and~~ **It shall also be an express condition of every sentence which includes probation that the defendant** not violate any of the laws of the United States or of the state or any other state or any ordinance of any municipality, except for minor traffic infractions, but shall conduct himself or herself in every way as an upright and law-abiding citizen and in such a manner as to indicate that a serious effort is being made to improve his or her character during the probationary period. In addition, the standard terms and conditions of supervised probation, unless modified by the court shall be that the defendant:

- (1) Is to pay a fee established pursuant to section 50-38 of the Code.
- (2) Shall make restitution to every victim of his or her conduct, for all damage or injury which was sustained, unless otherwise ordered by the court.

- (3) Shall report, within one working day, any change of address, telephone number, or employment and shall answer all reasonable inquiries by the probation officer and shall not leave the state without first having written permission of the probation department or the court.
- (4) Shall diligently and continuously seek to remain steadily employed or, if a minor, to remain in school on a full-time basis.
- (5) If a minor, shall abstain from use of alcohol, and, if an adult, shall refrain from excessive use of alcohol, and neither juveniles nor adults shall unlawfully use or possess narcotics or of any other dangerous drugs without a prescription.
- (6) Shall participate and cooperate fully in any program involving professional assistance and counseling as ordered by the court and pay any assessed fees thereof.
- (7) Shall report to the probation officer at such times as may be required by the court or by the probation department.
- (8) Defendant shall not violate any municipal, state, or federal law during the probation term except for minor traffic infractions.
- (9) Defendant shall not harass, molest, intimidate, retaliate against, or tamper with any victims of or any prosecution witnesses of the crime.
- (10) Refrain from possessing a firearm, destructive device, or other dangerous weapon unless granted written permission by the court.
- (11) Defendant shall comply with any other conditions as ordered by the court. For good cause shown and after notice to the defendant, the prosecuting attorney, and the probation officer, and after a hearing, if the defendant or prosecuting attorney requests it, the court may reduce or increase the term of probation or alter the conditions or impose new probation conditions.

Section 2. Severability. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 3. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 4. Repealer. All orders, resolutions, ordinances, or parts thereof, in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ, AND ORDERED PUBLISHED this _____ day of _____, 2024.

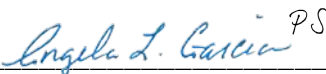
PASSED AND ORDERED PUBLISHED this _____ day of _____, 2024.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:



ANGELA L. GARCIA, Senior Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: Court Administration Updates
Item Initiator: Fatima Thibou, Executive Specialist, Court Administration
Staff Source/Legal Source: Candace Atkinson, Court Administrator and Detention Director, Court Administration / Angela Garcia, Senior Assistant City Attorney
Outside Speaker: NA
Council Goal: 2012: 1.0--Assure a safe community for people

COUNCIL MEETING DATES:

Study Session: NA

Regular Meeting: NA

2nd Regular Meeting (if applicable): NA

Item requires a Public Hearing: Yes No

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

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

Candace Atkinson, Cour Administrator and Detention Director, Court Administration / Angela Garcia, Senior Assistant City Attorney
Estimated Time: 20 mins

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

- Approve Item and Move Forward to Study Session Approve Item as Proposed at Study Session
- Approve Item and Move Forward to Regular Meeting Approve Item as Proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

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

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

NA

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

Court Administration Updates

FISCAL IMPACT

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

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

REVENUE IMPACT

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

N/A

BUDGETED EXPENDITURE IMPACT

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

N/A

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

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)

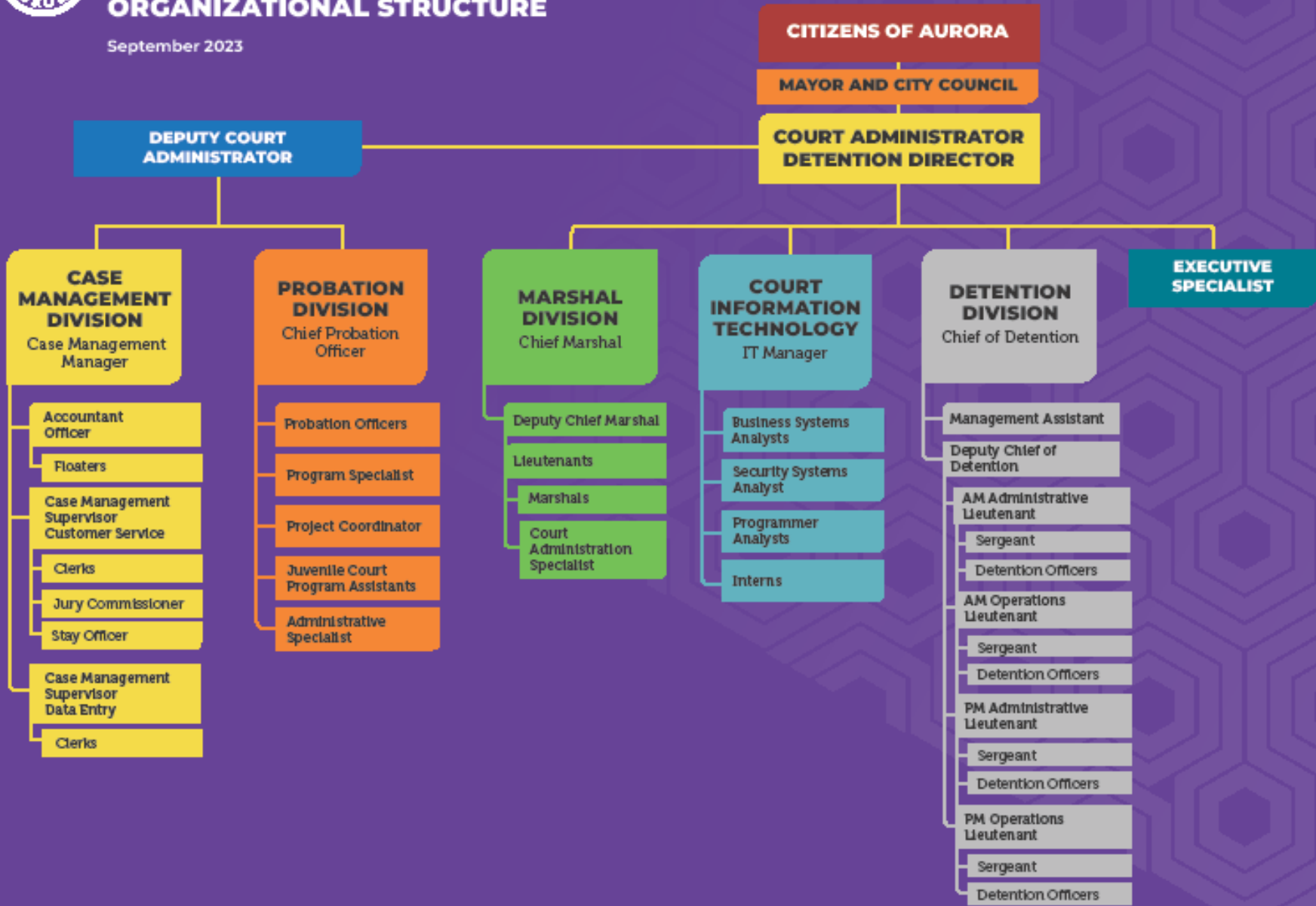


Aurora Municipal Court Court Administration



**CITY OF AURORA
MUNICIPAL COURT ADMINISTRATION
ORGANIZATIONAL STRUCTURE**

September 2023

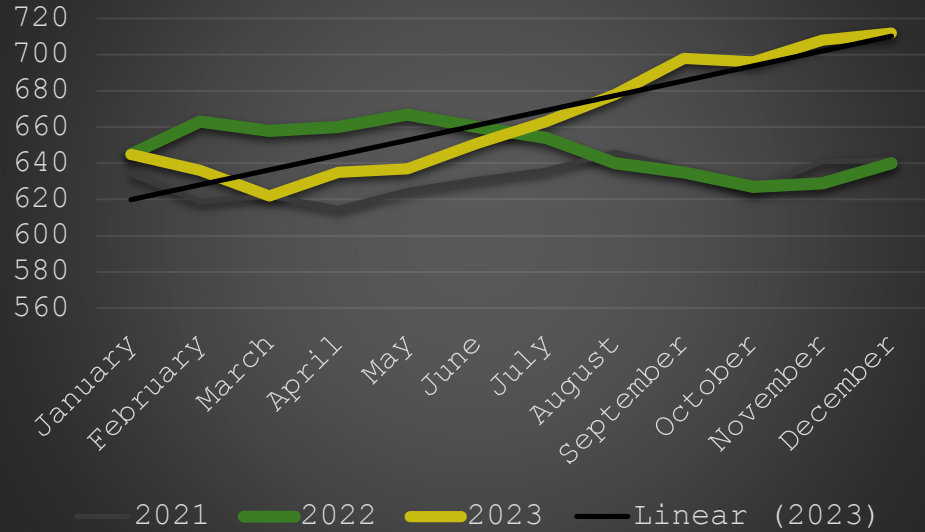


Candace Atkinson
Court Administration
and Detention
Director



Introducing...Lori Dennison

Total Caseload



2.6% Increase 2022 v 2023

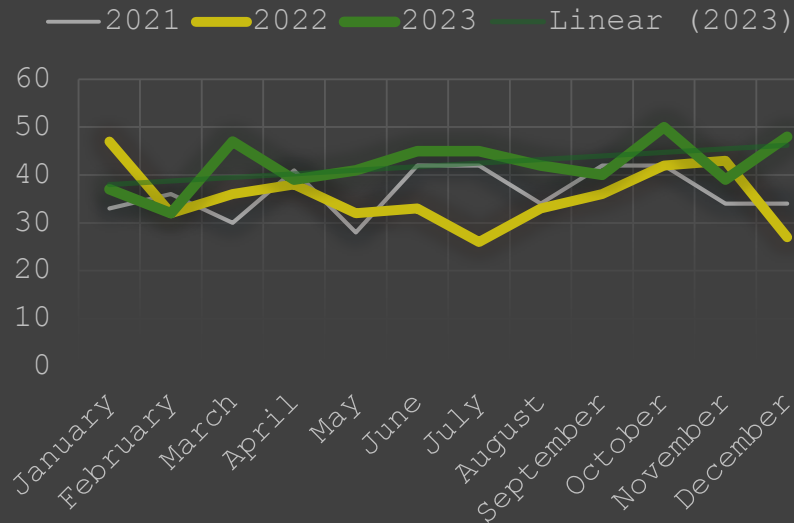
Goals:

- Improve statistics for the department and probation officers; improve reporting metrics.
- Bring policies and procedures current.
- Collaborate with Judicial to define MRT and UPS policies to better serve

Accomplishments:

- Improved victim notification processes to match new guidelines.
- Initiated process to transition to paperless processes.

New Cases



19% Increase YoY

Victim Notification Program



Critical Stages of Notification:

- Date of the person's termination of probation supervision
- Early Release
- Modification to the person's sentence
- Change of venue, or transfer of probation supervision
- Date of probation revocation, modification, or resentencing hearing

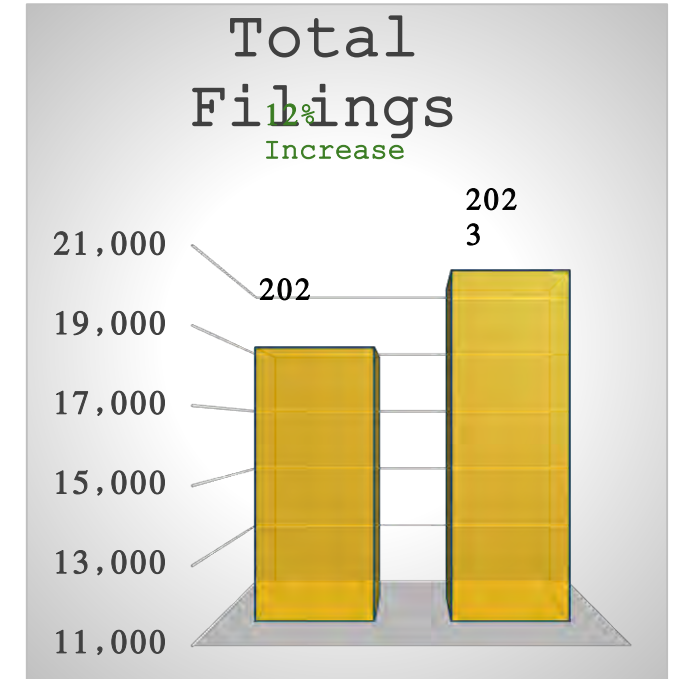
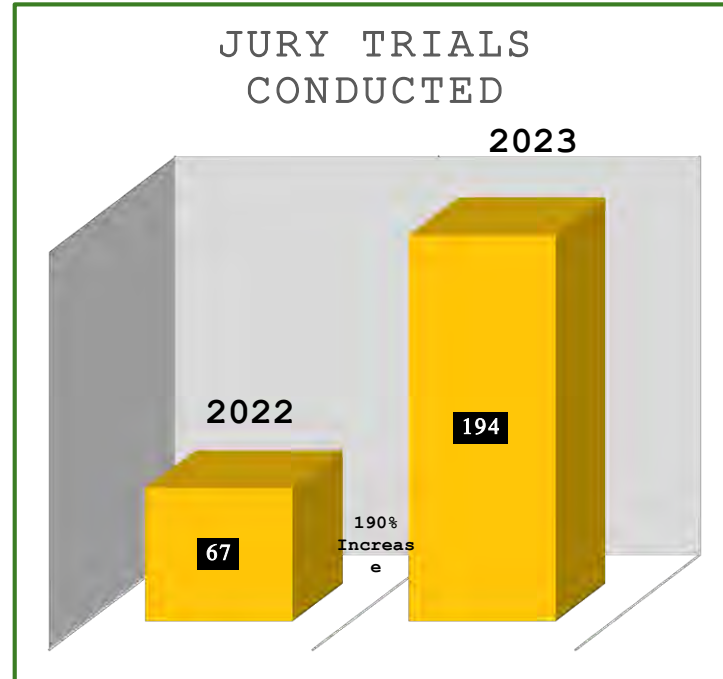
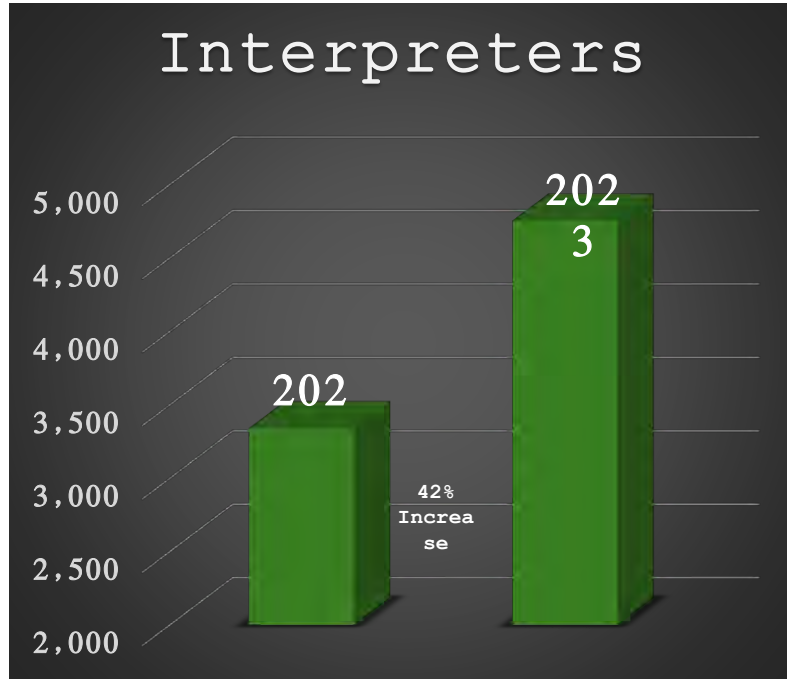


THE CORE4
Integrity • Customer Service
Respect • Professionalism



Introducing...Trena Sparks

Accomplishments



- ✓ Implementation of court text reminders
- ✓ Participated in the National Center for State Courts Caseload Study
- ✓ Implemented online payments
- ✓ Streamlined and worked collaboratively with Office of Alternative Defense Counsel (OADC) regarding conflict counsel cases to better assist indigent clients

- ✓ Court Clerks sworn in by Presiding Judge
- ✓ Worked with Court IT to establish a web portal for secured scanning and organization of case court records
- ✓ Created new hearing types, times, and scheduling to assist judicial with tracking written motions
- ✓ Paperless warrant process



Introducing..Chief Eric Givens



**Aurora Marshal
Service
Chief Eric Givens**

Accomplishments

- ❑ Improved Safety and Security by updating Policies and Procedures 100%; positively impacting the public's and staff's well-being.
- ❑ Updated the Marshal's lethal weapons to comply with Best Practices around the law enforcement community.
- ❑ Taken a significant step in ensuring safety of our community, including Marshal's staff, by introducing a less-lethal option: the Taser
- ❑ Our team's implementation of the Field Training Officer (FTO) Program for the Marshal's office is a 312 significant stride in our

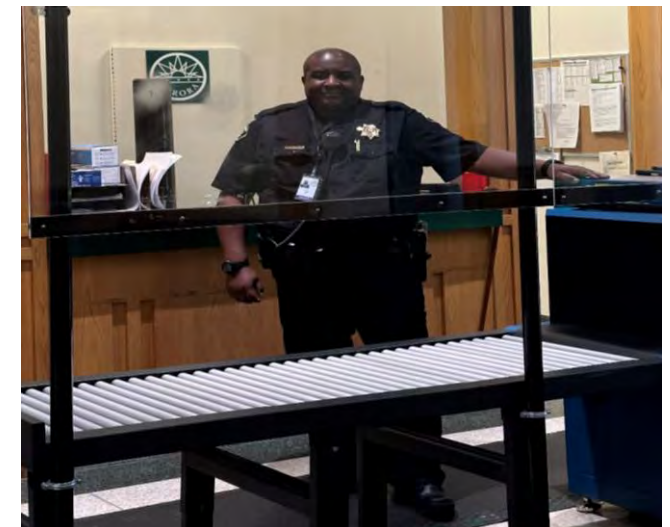
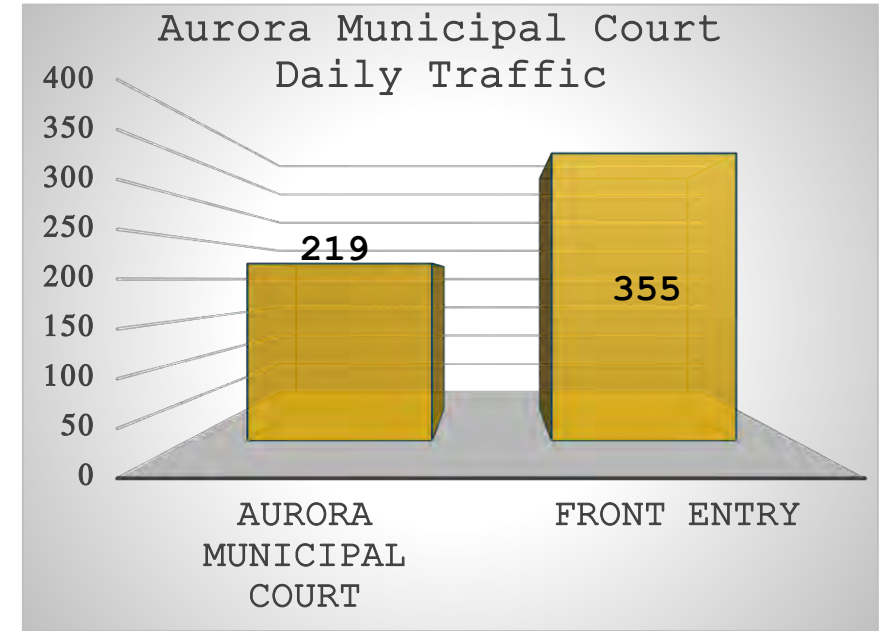
Accomplishments



Implemented Sunday video court to comply with HB 21-1280: 48-hour bond hearing.



Team's successful conversion of detention pod into two (2) video courtrooms is testament to adaptability and compliance commitment; increased the ability to adhere to HB 1222: no bond DV





Introducing..Chief Lance Alexander



Welcome to the Detention
Center

Chief Lance Alexander

April 2024

Accomplishments



- Supervisor titles were changed to those that are more conducive to law enforcement, corrections, detentions, and paramilitary organizations.
- Successfully hired the detention center's first Deputy Chief of Detention.
- Successfully hired two Lieutenants and two Sergeants that represented the diversity

- Established the Aurora Detention Center Training Academy.
- Established a formal Field Training Officer (FTO) Program for all uniformed new hires.
- Established a process where all policies are reviewed and approved by the City Attorney's Office.

- Established a detainee uniform that is more gender responsive to the female detainee.
- Implemented training on conflict resolution to include de-escalation and intervention.
- Continued facility



Introducing... Kyle Peterson



COURT INFORMATION TECHNOLOGY



TRANSITION TO MODERN WEB APPS

- 400 terminal applications migrated and decommissioned in the last year
- Enhanced support for digital migration
- Modernized workflows and integrations
- Maintainable architecture and technology

APPLICATION MODERNIZATION

OLD TERMINAL SYSTEM

```

COURTS SCREEN: Query Number AKA Upd OCOLLECT Dispo Prob Recall ...
Query Existing Summons Records
Summons |X00001 | ARN# | | Appear V/I: |I| IN-PERSON | Payable: |N| NO |

----- Courts Information -----
|Last | | |First | | | |07/02/1959|
Type|M| Stat|O| Acc|Y| Ovr 1K|Y| Injury |N| Juv |J| Man |Y| THEFT |N|
OCA |X00002 | Officer |MUNICIPAL COURT, AUR| Sch/F| | Radar |Y| SZ|Y|
*** ( HAS AGREED TO SMS/TEXT MESSAGING ) ***
Viol/Off Date |01/01/2015| V/Off Time |03:00| CAD|04/04/2024| CAT|08:00|
PT |G| Date |04/04/2024| Time |08:00| Div |02| MND PT |N| Jury | | DV|Y|
Secondary Set |03/29/2024|08:00|03|CD|I| and |03/29/2024|08:02|03|CD|I|
|03/29/2024|09:00|03|CD|I| and |02/14/2024|08:00|05|CD|I|

P Pay date |09/08/2023| P Pay Amt | $1| Open Date:|10/27/2023|aurora |
F Pay date | | F Pay Amt | |Close Date:|10/24/2023|kpeterso |
Vio/Off |006A| Vio/Off |002| Vio/Off |354| Vio/Off |6523| Vio/Off |
Receipt | | Cit Disp | | Final Disp |
Viol Loc|15001 E ALAMEDA DRIVE #1101 |Last Upd Date |04/09/2024|jwagner |
Remarks |


----- Printing Indicators -----
Abst |X| G Form | | Parking | | Juvenile | |
Record 1 of 1 selected
    
```

NEW WEB APP

☰ J295114 TERMINAL, CHRISTINA
Peterson, Kyle
Admin

Case Info
Files
🖨️ ⚙️

TERMINAL, CHRISTINA
Payable
🚗 📄



Name	TERMINAL, CHRISTINA
DOB	07/02/1959
Address	15001 E ALAMEDA DRIVE #1101 AURORA, IL 60015
License	00000000
Language	ENGLISH
Pin	000000
Phone	(708) 444-1234
Email	TERMINAL.CHRISTINA@EXAMPLE.COM

Other Cases
Open ²
Closed ⁷
🔗 🗖️

Summons	Due	Date	Charges
J313630 Open	\$75.00	2023-06-10	THEFT-TAKING PROP - D/IPT FALSE STATEMENT-CITY PERSON - G/IPT DRUG PARAPHERNALIA - D/IPT
J295114 This Case	\$50.00	2022-08-03	MOTOR VEHICLE THEFT - PG/T MOTOR VEHICLE TRESPASS - PG/T FALSE STATEMENT-CITY PERSON - PG/T
J305694 Closed	\$0.00	2022-10-06	THEFT-SHOPLIFT - G/IPT
J269845 Closed	\$0.00	2020-04-21	FALSE STATEMENT-CITY PERSON - D/PT

DOCUMENT DIGITIZATION & PAPERLESS WORKFLOWS

- New scanning process
- New document repository
- Workflows converted to store documents in repository automatically

The screenshot displays a legal case management system interface. At the top, there are navigation tabs for 'SOE', 'Case Info', and 'Files'. Below this is a 'Filters' section with various document types: Pre-Arrestment, Court Documents, Juvenile, Post Sentencing, Warrants, Bonds, Seal, Appeal, Jail, Notes, and Misc. A search bar labeled 'Search docs...' is present.

The main area shows a list of documents with columns for document type, date, time, and user. The documents listed include:

- Completed P... (Completed PD Applications) - 2024-04-15 09:38:07 - JTONGYOU
- Jury Demand - 2024-04-15 09:37:38 - JTONGYOU
- Request for Disco... (Request for Discovery) - 2024-04-15 09:37:26 - JTONGYOU
- Seal Advisement - 2024-04-15 09:36:44 - JTONGYOU
- MPO - 2024-04-15 09:36:30 - JTONGYOU
- Jury Demand - 2024-04-15 09:36:21 - JTONGYOU
- Request for Disco... (Request for Discovery) - 2024-04-15 09:36:11 - JTONGYOU
- MPO - 2024-04-15 09:36:02 - JTONGYOU
- Cash Bond - 2024-03-22 08:34:50 - dlalonde
- GO Report - 2024-03-22 04:20:07 - vx_import
- AB# AP 2024-2238 (Mugshot) - 2024-03-22 04:20:07 - vx_import
- AB# AP 2022-3004 (Mugshot) - 2024-03-22 04:20:07 - vx_import
- MPO - 2024-03-21 10:27:25 - user
- Summons and ... (Summons and Complaint) - 2024-03-21 08:07:28 - rbarron

The right side of the screenshot shows a detailed view of a 'Request for Discovery' document. The document header includes the case number '394330' and a zoom level of '85%'. The document content is as follows:

AURORA MUNICIPAL COURT, STATE OF COLORADO
 Court Address: Clerk of the Aurora Municipal Court
 Municipal Justice Center
 14999 E. Alameda Parkway
 Aurora, CO 80012
 Phone Number: (303)739-6456

PLAINTIFF: PEOPLE OF THE CITY OF AURORA, STATE OF COLORADO v.
DEFENDANT:
 Attorney for Defendant: [Redacted]
 1499 E. Alameda Parkway
 Aurora, CO 80012
 Phone Number: (303)739-6555
 Fax: (303)739-6559

MOTION FOR DISCOVERY PURSUANT TO C.M.C.R. 216, BRADY, DUE PROCESS, CRS 16-2.5-502, C.R.P.C. 3.8, C.R.E. 404 (B) NOTICE REQUEST, AND REQUEST FOR LIVE TESTIMONY OF WITNESSES PURSUANT TO C.R.S. SECTION 16-3-309(5)

... through his/her attorneys of the Aurora Public Defender's Office, moves the Court for an order, pursuant to C.M.C.R. 216 and the due process requirements enunciated in *Brady v. Maryland*, 373 U.S. 83 (1963), and its progeny, mandating discovery of all evidence in this matter in the custody of the prosecuting attorney and in the custody of other agencies including but not limited to:

- Any and all oral, written, or recorded statements as defined in C.M.C.R. 216 (b). The names and addresses of persons whom the prosecution intends to call as witnesses at the hearings and trials;
- Pursuant to C.R.E 404(b), the Aurora Public Defenders Office requests timely pre-trial notice of any evidence the prosecution intends to offer.
- Pursuant to C.R.S. Section 16-3-309 (5), the Aurora Public Defenders office requests the presence at trial of the laboratory employee who conducted any examination, testing, or analysis in this matter.

This Motion is made pursuant to the *Due Process Clauses* of the United States Constitution, *Amendments 5 and 14*; the Colorado Constitution, *Article II, section 25*; the *Confrontation Clause* of the United States Constitution, *Amendment 6*; and the *Confrontation Clause* of the Colorado Constitution, *Article II, section 16*; C.R.S. 16-2.5-502 and *Colorado Rules of Professional Conduct, 3.8*.

Dated: 03-27-24

Respectfully,
 [Redacted Signature]

AURORA PUBLIC DEFENDER'S OFFICE

Certificate of Service
 I certify that a copy of the foregoing document was mailed/delivered to all opposing counsel on _____

ORDER
 Having reviewed the above Motion for Production of discovery and criminal history, this court hereby orders the Aurora City Attorney's Office to permit the Aurora Public Defender's Office to inspect and copy all discovery and defendant's criminal history.
 Dated: _____ 321
 BY THE COURT: _____



CITY OF AURORA

Council Agenda Commentary

Item Title: AMENDING AURORA CITY CODE SECTION 94 154 TO OPT OUT OF CERTAIN FIREARM POSSESSION PROHIBITIONS IN SENATE BILL 24 131 (Ordinance)

Item Initiator: Council Member Curtis Gardner

Staff Source/Legal Source: Jason Batchelor, City Manager/Andrea Wood, 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: 7/8/2024

Regular Meeting: 7/22/2024

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

Item requires a Public Hearing: Yes No

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

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

Sponsor: Curtis Gardner, Council Member
Jason Batchelor, City Manager / Andrea Wood, Assistant City Attorney
Estimated time: 15 mins

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

- Approve Item and Move Forward to Study Session Approve Item as Proposed at Study Session
- Approve Item and Move Forward to Regular Meeting Approve Item as Proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

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

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

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

N/A

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

This ordinance would exempt certain City facilities from statewide prohibitions for possession of firearms in Colorado Senate Bill 2024-131.

FISCAL IMPACT

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

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

REVENUE IMPACT

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

BUDGETED EXPENDITURE IMPACT

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

NON-BUDGETED EXPENDITURE IMPACT

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

WORKLOAD IMPACT

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

QUESTIONS FOR COUNCIL

Does Council wish to support the Ordinance?

LEGAL COMMENTS

A Council Member has the authority to place items on the Study Session and Regular/Special Meeting agendas. Each such item shall indicate the party requesting the item. (Council Rules of Order and Procedure, B.2.a.)

The City shall have all powers which are necessary, requisite or proper for the government and administration of its local and municipal matters, and all powers which are granted to home rule cities by the Constitution of the State of Colorado. (Section 1-3 City Charter).

Colorado Revised Statutes 18-12-105.3(4)(b) allows local governments to opt out of certain state law prohibitions created by Senate Bill 2024-131. (Wood)

ORDINANCE NO. 2024- _____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING AURORA CITY CODE SECTION 94-154 TO OPT OUT OF CERTAIN FIREARM POSSESSION PROHIBITIONS IN SENATE BILL 24-131.

WHEREAS, Colorado Senate Bill 24-131 imposes certain restrictions on carrying firearms on properties or within buildings associated with local government operations; and

WHEREAS, the Aurora City Council (Council) recognizes the need for local control over firearm regulations within its jurisdiction to address the unique needs and circumstances of the City; and

WHEREAS, the Council believes that opting out of the state law prohibition will enhance public safety and the efficient operation of local government by allowing tailored regulations that better serve the interests of the residents; and

WHEREAS, the Council desires to exercise its option to opt out of the state law prohibition as provided in Colorado Revised Statutes 18-12-105.3(4)(b).

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

Section 1. That section 94-154 of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Sec. 94-154. Firearms prohibited in or upon public facilities.

- (a) The carrying of firearms in or upon public facilities is unlawful when said facilities are posted with notification that the carrying of firearms is prohibited
- (b) Nothing in this section shall be construed to forbid any law enforcement officer from carrying or wearing such weapons and firearms as shall be necessary in the proper discharge of his or her duties.
- (c) It shall not be an offense of subsection(a) of this section if the person was carrying a concealed handgun and had, at the time of carrying the concealed handgun, a valid permit to carry such concealed handgun issued pursuant to C.R.S. 18-12-105.1 as it existed prior to its repeal or a valid permit to carry a concealed handgun or a temporary emergency permit issued pursuant to pt. 2 of art. 12 of title 18 of the Colorado Revised Statutes; except that it shall be an offense under subsection (a) if the person was carrying a concealed handgun in violation of the carrying restrictions contained in C.R.S. 18-12-214.

- (d) For purposes of this section, public facilities shall include, but not be limited to, municipally owned, operated, or leased buildings, properties, recreational facilities, parks, trails, and open spaces.
- (e) **The City hereby opts out, as provided for in C.R.S. 18-12-105.3(4)(b), of the general state law prohibition for carrying of firearms on certain government properties. This includes:**
 - a. **Properties or buildings where the chambers or galleries of a local government’s governing body are located;**
 - b. **Locations where a meeting of the local government’s governing body is being conducted;**
 - c. **Official offices of any elected member of a local government’s governing body or of the chief executive officer of a local government, as stated in C.R.S. 18-12-105.3(1)(b).**

This opt-out does not change the applicability of section (a) of this section 94-154.

Section 2. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 3. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 4. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2024.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2024.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Andrea Wood^{9/28}

ANDREA WOOD, Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: Multipurpose Entertainment Venue Feasibility Study Update
Item Initiator: Laura Perry, Deputy City Manager
Staff Source/Legal Source: Laura Perry, Deputy City Manager / Rachel Allen, Client Group Manager, City Attorney
Outside Speaker: Ryan Johnson, Johnson Consulting and Mark De La Torre, MIG
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: 7/8/2024

Regular Meeting: n/a

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

Item requires a Public Hearing: Yes No

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

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

Sponsor: Curtis Gardner, Council Member
 Laura Perry, Deputy City Manager / Rachel Allen, Client Group Manager, City Attorney
 Outside speaker: Ryan Johnson, Johnson Consulting and Mark De La Torre, MIG
 Estimated time: 25 mins

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

- Approve Item and Move Forward to Study Session Approve Item as Proposed at Study Session
- Approve Item and Move Forward to Regular Meeting Approve Item as Proposed at Regular Meeting
- Information Only
- Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Planning & Economic Development

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

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

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

- PED Policy Committee (June 15, 2022): PED Policy Committee endorsed a request from the Business Advisory Board (BAB) to initiate a study measuring the viability of creating a centrally located large performing arts venue (and associated entertainment district) within the City of Aurora. The proposed study will include types of venues, audiences it would serve, how much it would cost, potential locations and funding options.
- PR+ Policy Committee (August 24, 2022): At the request of the PR+ Policy Committee members, staff presented an update on Cultural Arts Plan and proposed collaborative working sessions regarding the current arts and cultural facility goal in Plan.
- Study Session (November 7, 2022): Staff presented a proposed, phased process in meeting the objective of completing a study on a new performance and entertainment facility/district approved by the PED Policy Committee in June 2022. The study was recommended to be done in two phases in partnership with a consultant. Items proposed to be included in the first phase include reviewing and analyzing programming needs in the community, various types of venues and audiences it would serve, reviewing comparable venues in the region including how they are managed and operated, and developing common definitions for the type of venue(s) Council would like to see in Aurora.
- Study Session (March 6, 2023): The City's performance and entertainment venue study (phase 1) consultants (Semple Brown/Theatre Projects) presented to City Council the outcome of the venue programming analysis and benchmarking as well as examples of a public-private partnership venue.
- Spring Workshop (April 29, 2023): The City's performance and entertainment venue study (phase 1) consultants (Semple Brown/Theatre Projects) presented the outcome of stakeholder work sessions which consisted of a Colorado non-profit/municipal venue operator expert panel and a stakeholder workshop and alignment session. City Council supported the further study of a larger, multi-purpose entertainment and events facility (2,000 – 3,000 seat capacity range).

Council endorsed moving forward in soliciting proposals from qualified consulting firms to conduct a comprehensive feasibility study to assist in determining whether a new, mid-sized (2,000 – 3,000 seat) multi-purpose entertainment and event facility within Aurora is feasible, and if so, the appropriate size, location, cost and economic impact of such facility.

City Council is responsible for setting the goals, vision, and facility definition for the feasibility analysis. City Council guidance and discussion is embedded in each step of the process through study sessions and workshops.

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

At the 2023 Spring City Council Workshop, Council endorsed moving forward in soliciting proposals from qualified consulting firms to conduct a comprehensive feasibility study to assist in determining whether a new, mid-sized (2,000 – 3,000 seat) multi-purpose entertainment and event facility within Aurora is feasible, and if so, the appropriate size, location, cost and economic impact of such facility.

City staff completed a Request for Proposal (RFP) process from September to December 2023 to enlist the services of a consultant to complete the feasibility study. Firms were evaluated based on their background, staff and project experience, approach, methodology, and overall proposal quality. Based on the evaluation criteria, the Johnson Consulting team consisting of Johnson Consulting, Schuler Shook, MIG, and Theatre Projects was selected to conduct the feasibility study. Johnson Consulting has worked in the convention, conference, entertainment, hospitality, and sports consulting fields for over 35 years. Most of their work is focused on planning, market, and feasibility studies, economic and fiscal impact assessments, economic development, development consulting, as well as downtown and suburban development and redevelopment planning.

Johnson Consulting and MIG will present the outcome of their initial stakeholder interviews and present market assessment and inventory information and strategies for public outreach to gain more information on consumer preferences. Council direction will be sought regarding the public outreach strategy and potential national case studies.

Following this study session, staff will continue with the venue feasibility study work incorporating Council's feedback/direction.

FISCAL IMPACT

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

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

REVENUE IMPACT

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

N/A

BUDGETED EXPENDITURE IMPACT

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

\$198,690 in budgeted one-time funding to complete feasibility study

NON-BUDGETED EXPENDITURE IMPACT

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

N/A

WORKLOAD IMPACT

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

N/A

QUESTIONS FOR COUNCIL

- Does City Council support focusing the feasibility study on a sports and entertainment facility based on the outcome of the market assessments?
- Does City Council support moving forward with a consumer preference survey to gain feedback regarding a new venue from Aurora residents?
- Does City Council have feedback regarding example venues for potential case studies to be completed by Johnson Consulting?

LEGAL COMMENTS

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 he shall have the power and duty to keep the council advised of the financial condition and future needs of the city and make such recommendations to the council for adoption as he may deem necessary or expedient. (City Charter Sec. 7-4(f)). (Allen)



City of Aurora Arts & Entertainment Venues Alignment

City Council Spring Workshop – April 29, 2023

Sponsor: Mayor Pro Tem Curtis Gardner

Arts and Entertainment Venue Study Phased Approach

Alignment Phase



- Aligned goals and vision
- Needs identification
- Types of venues, audiences it would serve
- Comparable venues
- Definition of envisioned infrastructure
- Includes initial stakeholder input

Feasibility Analysis (2023-2024)

- Market analysis
- Economic impact
- Funding and financing analysis
- Site analysis
- Business plan
- Community engagement
- “Right Sizing”
- Partnerships



City Council



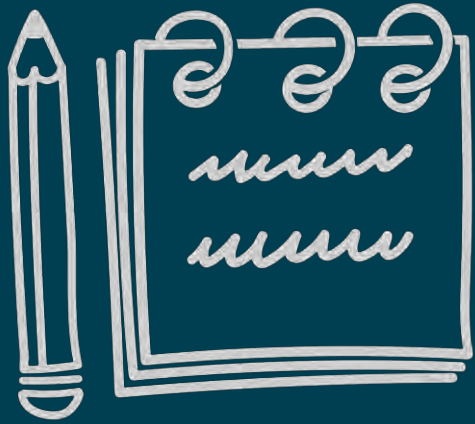
City Council



Arts and Entertainment Venue Study – Phase 1 (Alignment)

- Phase focused on information gathering and developing a draft shared vision, goals and action plan that strategically aligns desires, aspirations, and visions.
 - Types of venues, audiences it would serve
 - Explore operations, programming and management
 - Define baseline for feasibility analysis
 - Inform economic development strategy
- Convened stakeholders from the Business Advisory Board, Citizens Advisory Budget Committee, Cultural Affairs Commission, Visit Aurora, etc. to participate in work sessions facilitated by consultants.
- Work sessions will frame questions for Council
 - Facility types and operation models

Today's Agenda



- Investigatory and alignment process
 - Our process to date
 - Review of informational data
 - Stakeholder workshops and alignment outcome
- Questions for City Council
- Next steps

Our process to date

- Market demographics review
 - Demand and spending potential
 - Venue and programming inventory (225 – 4,000 targeted)
- City Council Study Session (March 2023)
- Colorado non-profit/municipal venue operator expert panel
- Stakeholder workshop
- Stakeholder alignment session



Stakeholder Sessions

- **Andrea Amonick, Planning and Development Services**
- **Beau Bisson, Library and Cultural Services Department**
- **Reno Carollo, Citizen's Advisory Budget Committee**
- **Midori Clark, Library and Cultural Services Department**
- **Bruce Dalton, Visit Aurora**
- **Tone Ellis de Jesus, Cultural Affairs Commission**
- **Shannon Fender, Business Advisory Board**
- **Yuriy Gorlov, Aurora Economic Development Corporation**
- **Kevin Hougen, Aurora Chamber of Commerce**
- **Danielle Lammon, Citizens' Advisory Budget Committee**
- **Wendy Mitchell, Aurora Economic Development Corporation**
- **Abraham Morales, Library and Cultural Services Department**
- **Lisa Mumpton, Library and Cultural Services Department**
- **Liz Munn, Jacobs Solutions**
- **Sethe Tucker, Cultural Affairs Commission**
- **Aaron Vega, The Peoples Building**

Defining venue types, sizes, and costs

		750-seat PAC	750-seat flat floor	2000-seat PAC	3000-seat Arena	7500-seat Amphitheatre
Size Range (sq footage)	Minimum	46,000	35,000	65,000	65,000	25,000
	Maximum	65,000	50,000	90,000	90,000	50,000
Cost Range	Minimum	\$36,800,000	\$26,250,000	\$65,000,000	\$55,250,000	\$22,500,000
	Maximum	\$58,500,000	\$45,000,000	\$90,000,000	\$67,500,000	\$50,000,000

Cost range based on construction cost in 2023 dollars, does not include land purchase, site costs, design costs, utilities, etc.

Amphitheatre



Arena



Performing Arts Center



Types of commercial promoters and venue operators



Commercial promoters can be incentivized to program high frequency and diverse events.

Professional facility managers focus on venue operations, balancing community access goals, brand connection, experience, financial outcomes, and more.

Expert panel discussion

Municipal and non-profit focus

- Carrie Glassburn - PACE Center (Parker)
- Rita Sommers - Lakewood Cultural Center (Lakewood)
- Michael Stricker - Northglenn Arts & Parsons Theatre (Northglenn)
- Dot Lischick - World Arena/Pikes Peak Center (Colorado Springs)
- Clark Johnson - Arvada Center for the Arts and Humanities (Arvada)



Key themes reviewed

- Session One: Baseline
 - Ownership, management, capacity, venue features, and primary programming
 - Review of venue stakeholders
 - Operating and funding models
- Session Two: What We Do Well & What Could Be Better?
- Session Three: Elements of Being a Municipal Facility
- Session Four: If I Were Starting Over, I Would...



Panel Discussion Key Takeaways

- Operational subsidy incentive or other funding mechanisms are important to success
- Public funding support is a component of all projects – both capital and operational
 - It is difficult to make money off shows alone
- City governments often have a hard time raising money for the arts – consider forming a non-profit
- Connection and access to community are key – need to be able to prioritize community interests
- The potential alignment with recreation
- Traditional performing arts venues are too narrowly focused

Stakeholder Alignment

1. Two important cultural, arts, and entertainment needs for Aurora today

Current arts and culture infrastructure needs – cultural equity across all wards

Larger entertainment and events facility (2,000 – 3,000 capacity range)

2. Brand presence and experience for Aurora (large venue as focus)

“Finally bring Aurora out of Denver’s shadow”

Community pride and gathering

Tourism and destination appeal

Combine entertainment and events WITH sports and recreation

Economic engine



Council Feedback



Questions for Council



Does City Council support the further study of a larger, multi-purpose entertainment and events facility (2,000 – 3,000 capacity range)?

Questions for Council



Does City Council support the creation of a phased citywide capital plan focused on destination development that advances cultural equity across all wards?

Phased Study - Next Steps

Alignment Phase

- Aligned goals and vision
- Needs identification
- Types of venues, audiences it would serve
- Comparable venues
- Definition of envisioned infrastructure
- Includes initial stakeholder input



City Council

Feasibility Analysis (2023-2024)

- Market analysis
- Economic impact
- Funding and financing analysis
- Site analysis
- Business plan
- Community engagement
- “Right Sizing”
- Partnerships



City Council



AURORA, CO MULTIPURPOSE ENTERTAINMENT VENUE

MARKET & FEASIBILITY STUDY
July 8th



**JOHNSON
CONSULTING**



Alignment Phase

- Aligned goals and vision
- Needs identification
- Types of venues, audiences it would serve
- Comparable venues
- Definition of envisioned infrastructure
- Includes initial stakeholder input

Feasibility Analysis (2023-2024)

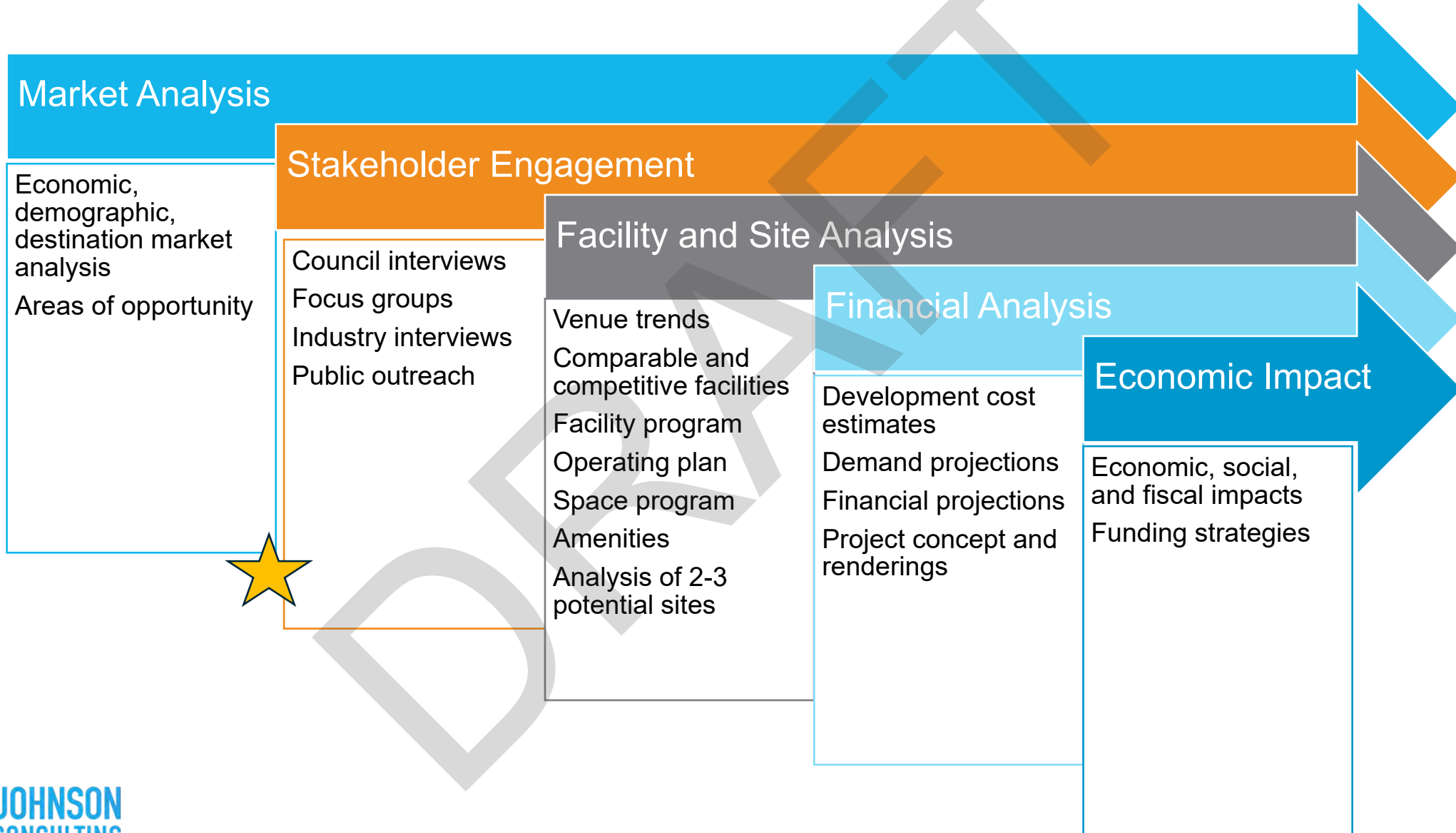
- Market analysis
- Economic impact
- Funding and financing analysis
- Site analysis
- Business plan
- **Community engagement** 
- "Right Sizing"
- Partnerships



City Council



City Council



Agenda



- 1 Project Status Update
- 2 Defining the Venue
- 3 Outreach Strategy
- 4 Market Assessment Strategy
- 5 Placer.ai – Which venues are attracting Aurora residents today?
- 6 Potential National Case Studies

Status Update



Tasks outlined by the scope of work to be completed by the Consulting Team:

Percentage of Completion

We Are Here



Task 1	Project Kickoff and Orientation	100%
Task 2	Market Analysis	80%
Task 3	Regional Inventory and Opportunity Assessment	60%
Task 4	Stakeholder Engagement	20%
Task 5	Industry Trends	50%
Task 6	Competitive and Comparable Facilities Analysis	10%
Task 7	Recommendations	5%
Task 8	Site Analysis	5%
Task 9	Cost Estimate	0%
Task 10	Project Renderings	0%
Task 11	Demand Projections	0%
Task 12	Financial Projections	0%
Task 13	Economic & Fiscal Impact Analysis	0%
Task 14	Funding Strategies	5%



Initial Engagement Takeaways

To date, the Consulting Team has interviewed Aurora City Council, the Aurora Economic Development Council, the Aurora Chamber of Commerce, the Aurora Parks and Recreation Department, and Visit Aurora. Below are some key observations from those conversations.

Aurora has been discussing the need for a cultural center or performing arts center for over 30 years, but there has been a **lack of definition and alignment** on what the project should entail.

Today, there is a clear desire for the facility to be multipurpose entertainment venue and able to accommodate a variety of events, with a **stronger focus on sports and entertainment** rather than a performing arts center.

The foundational goal of the project is to have an economic impact, generate revenue, and **keep dollars in Aurora** instead of leaking to other cities in the region.

The **location and accessibility** of the facility is a key consideration.

Public-private partnerships are seen as a potential funding and operational model for the facility, with the private sector taking on a larger role in operations.

Existing venues, such as the Gaylord, are seen as a potential partners or competitors, depending on future plans.

Outreach Strategy



Engagement Groups:

1. City of Aurora Leadership and City of Aurora Organizations
2. Potential site developers
3. Promoter outreach
4. **Community outreach**

Consumer Preference Survey

- Broader reach to community online
- Ability to tailor based on interests

Pop-Up and Intercept Events

- Meet the community where they are at
- Opportunity to inform public on project

Program-Specific Outreach

- Engage with potential programming partners

Outreach Strategy: Consumer Preference Survey



Outreach Goal

- What are Aurora resident's preferences for this project?

Survey Construction

- Ability to tailor to users level of interest
- Use venue glossary to determine specific venue types

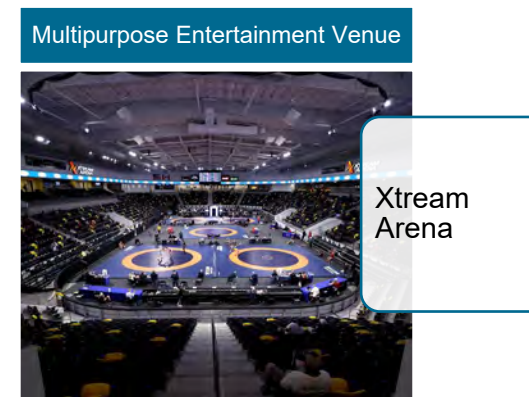
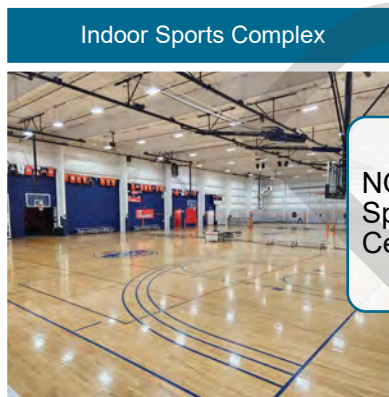
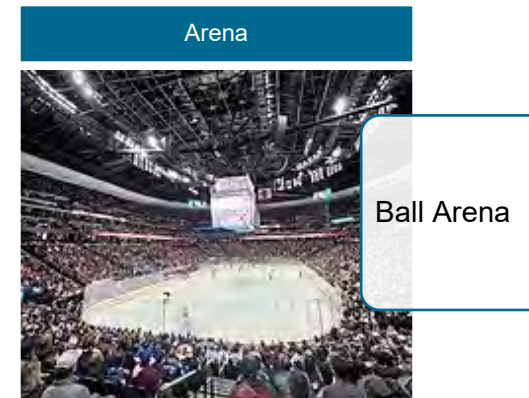
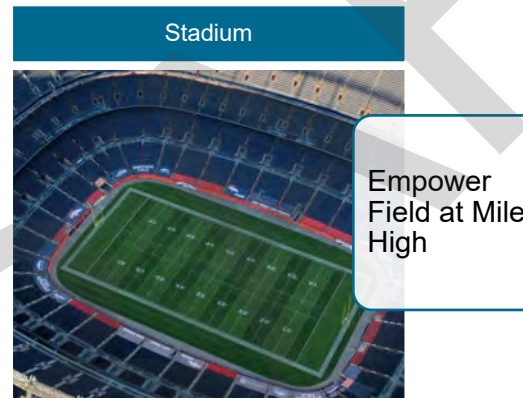
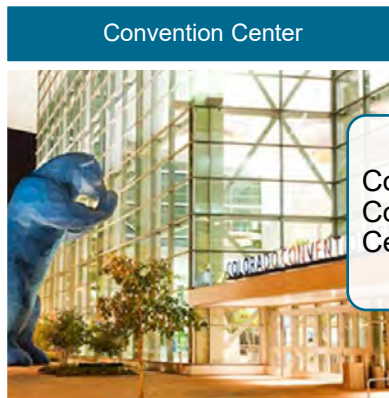
Deployment Options

- Online, wide-reaching platform
- Printed surveys or tablets at pop-up events

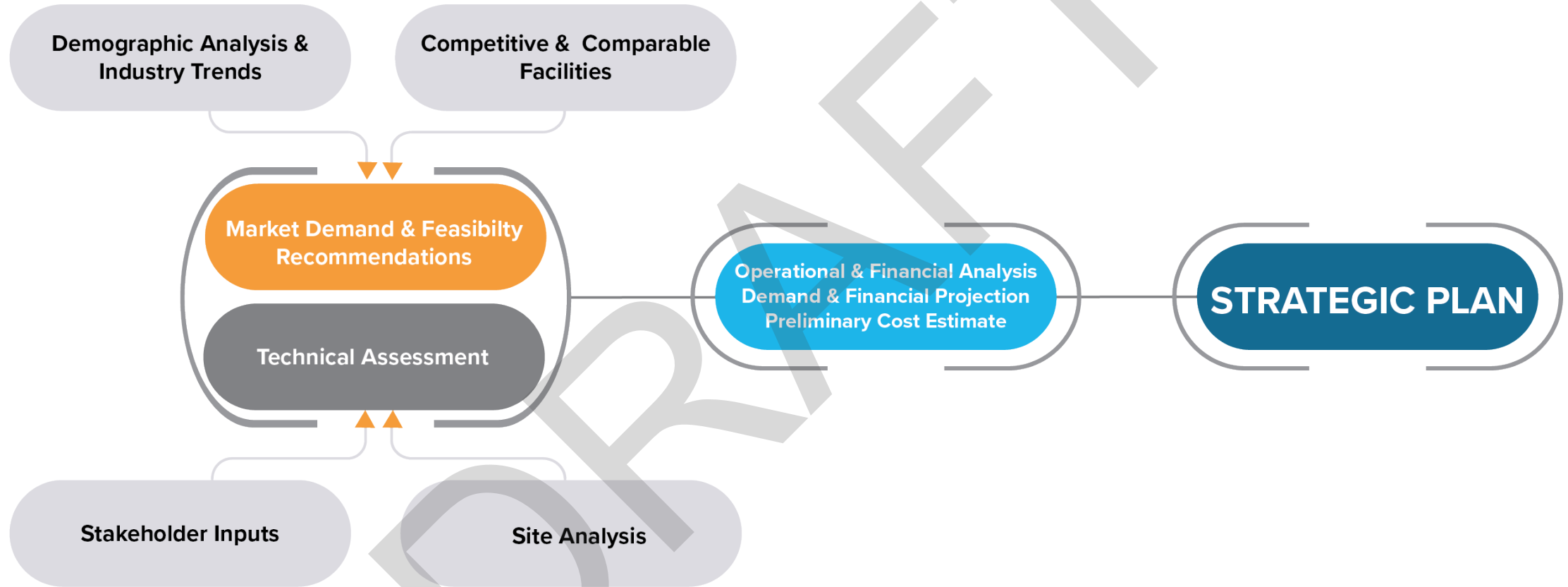


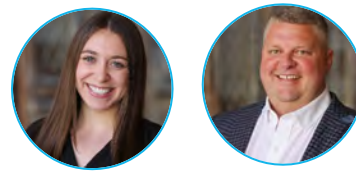
Types of Facilities & Events

The Consulting Team has collaborated to develop a facility and event type glossary as a reference for this project. The main focus for this project will be a **Multipurpose Sports & Entertainment Venue**. The Consulting Team will also consider other facility assets and opportunities in Aurora as part of a package for the destination. Several key venue types are shown below and a full glossary of venue and event types can be found at the end of this presentation.



Market Assessment Strategy





Last year's inventory audit:

Arts, Entertainment, Meeting, and Event Venues

- Radius: Focus on venues within a 20-minute drive-time from Aurora's City Center
- Capacity threshold of 225-4,000
- Focused on performing arts space only

Sports Venues

- Radius: Distance of under 14 miles to Aurora's City Center
- No capacity/surface threshold
- Included swimming/other athletic facilities

Updates to last year's inventory audit:

Inventory Radius

- Front Range from Cheyenne to Pueblo

Arts, Entertainment, Meeting, and Event Venues

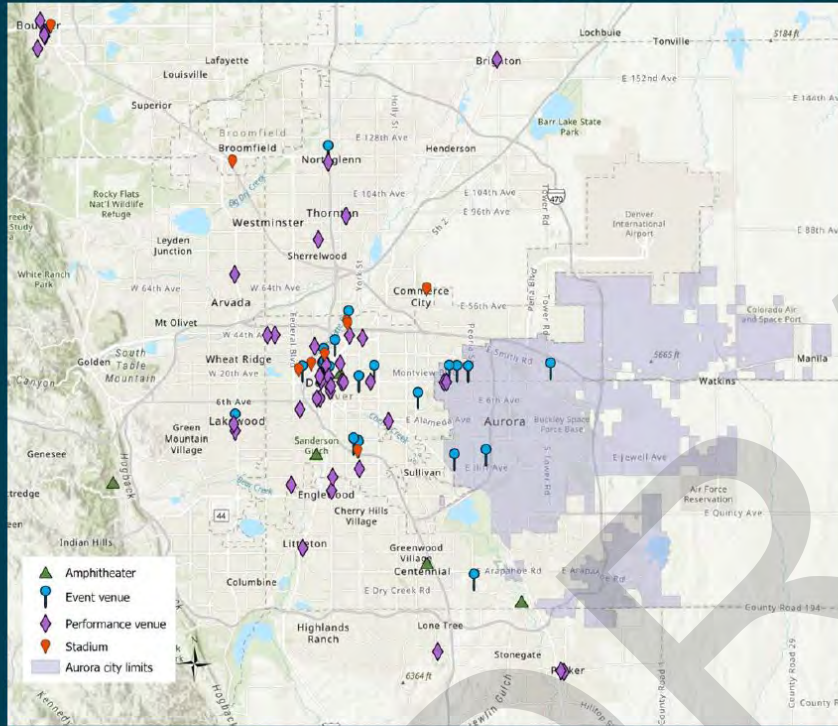
- Threshold of 1,000-10,000 maximum capacity
- Venues that have since opened/closed
- Includes meeting & event space
- Focus on venues between 2,000 and 4,000 to align with project vision

Sports Venues

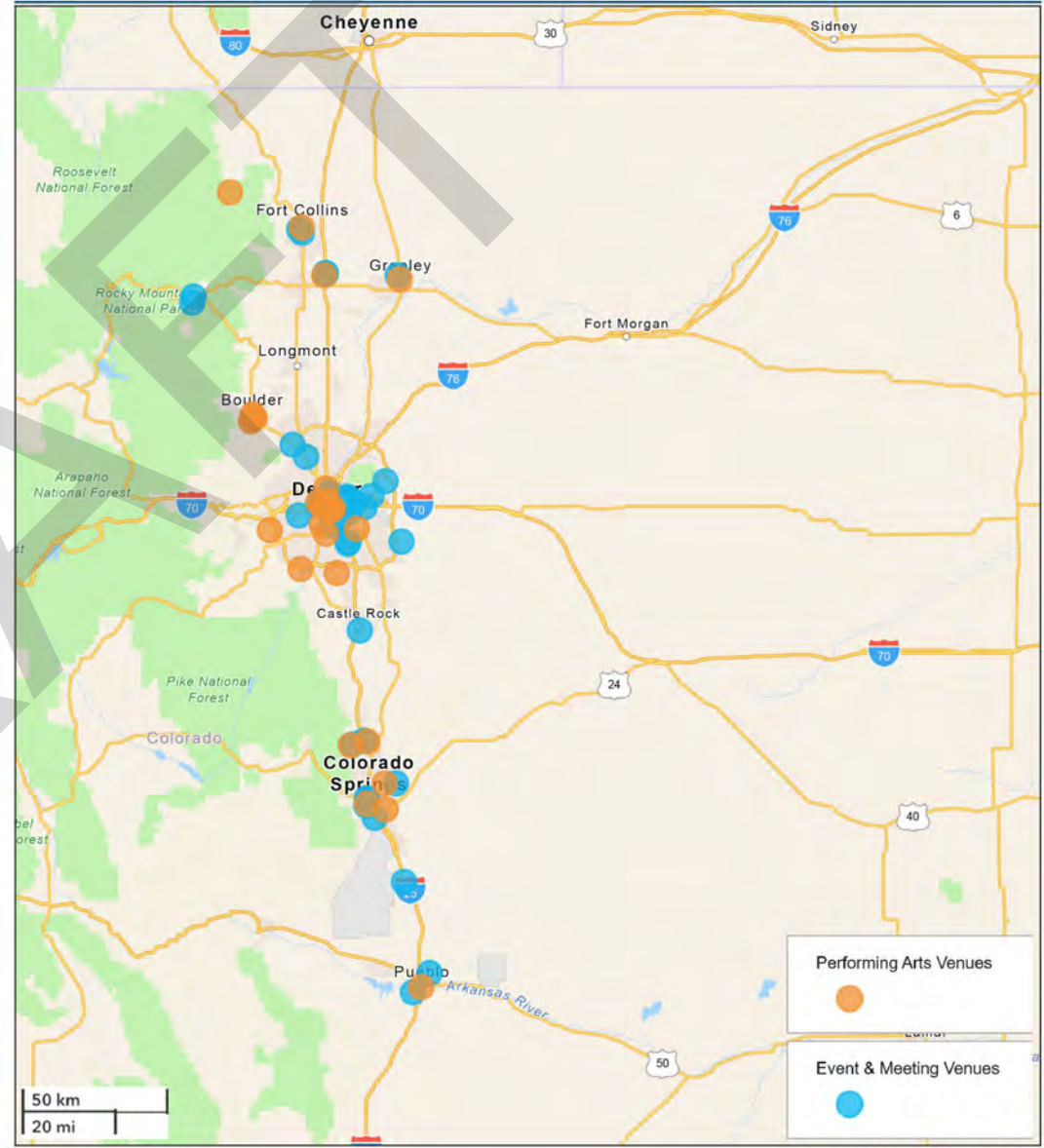
- Threshold of at least 6 surfaces (courts, diamonds, fields)
- Tournament-ready facilities only



Arts and entertainment venues near Aurora



Source: Esri, NASA, NGA, County and City of Denver, HERE, Garmin, SafeGraph, METI/NASA, USGS, SafeGraph, EPA, NPS, USDA, Keen Independent Research.

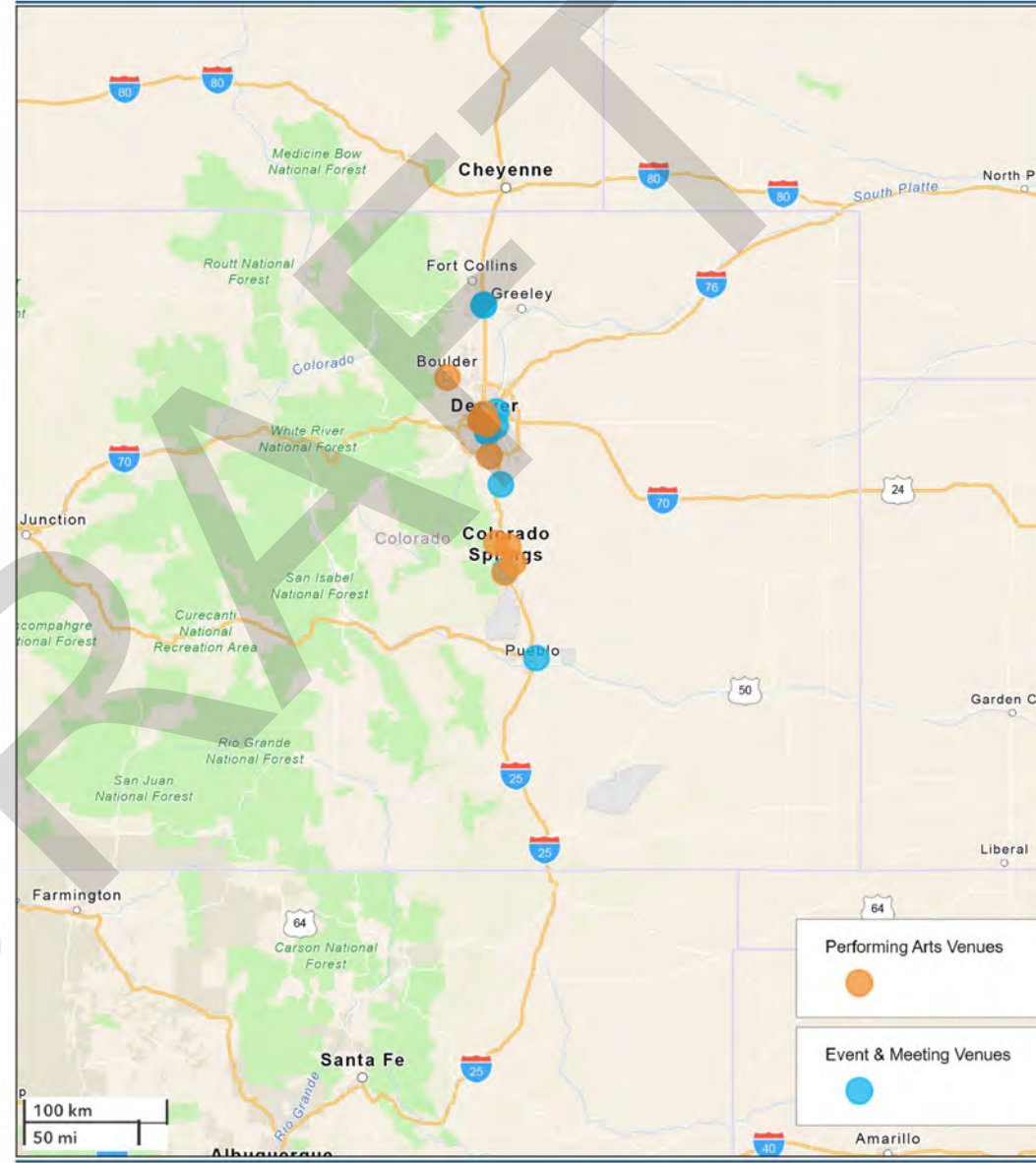


Market Inventory

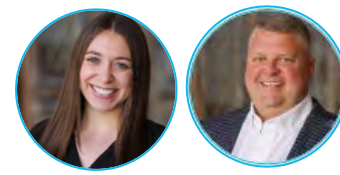


Focused Inventory

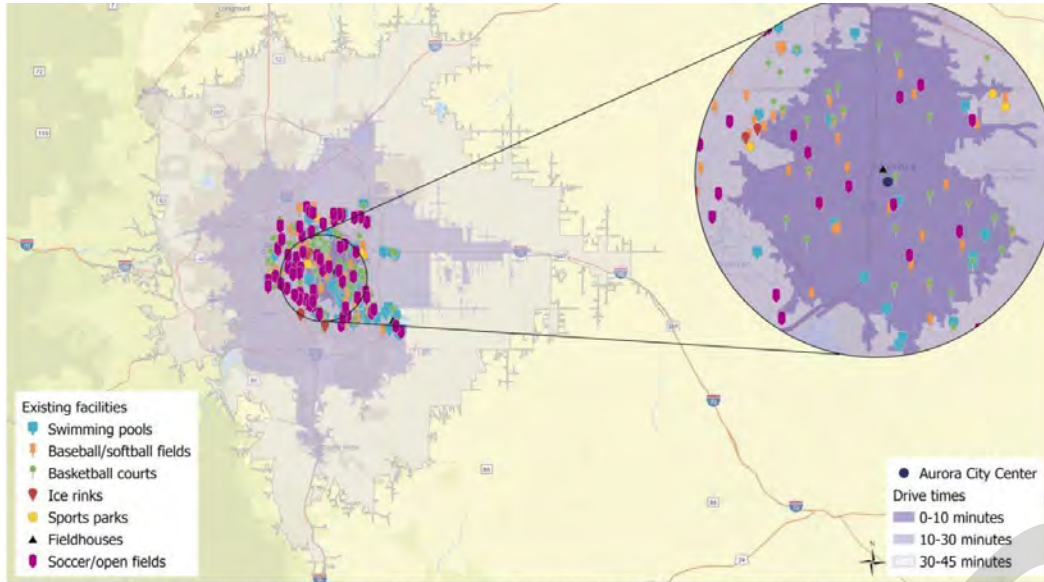
The map at right shows the inventory of performing arts, meeting, and event spaces that have a capacity between 2,000 and 4,000.



Market Assessment



The prior inventory picked up all area athletic facilities without a minimum threshold of surfaces, including local parks and schools. The updated inventory has a 6 surface minimum threshold and reflects **tournament-ready facilities only**. The same event types attracted to the tournament-ready facilities will be attracted to a new venue in Aurora with athletic tournament capabilities.



Source: City of Aurora, CO, County and City of Denver, County of Arapahoe, Esri, HERE, FAO, Garmin, SafeGraph, METI/NASA, USGS, EPA, NPS, USDA, Keen Independent Research.
City of Aurora - Sports and Recreation Market Analysis DRAFT

Frontrange Sports Tournament Facilities (60 mile radius from Aurora, 6+ Surfaces)

Venue	Location	Type	Total Surfaces	Distance to Aurora (miles)*	
Indoor			Hard Courts		
Colorado Convention Center	Denver, CO	Convention Center	20	12	
Gold Crown Foundation	Lakewood, CO	Sports Complex	6	18	
NOCO Sports Center	Windsor, CO	Sports Complex	12	61	
Future Legends Complex	Windsor, CO	Sports Complex	9	65	
Gaylord Rockies	Aurora, CO	Convention Center	12+	15	
Outdoor			Diamonds	Multipurpose Fields	
Lowry Sports Park	Denver, CO	Sports Complex		6	5
Aurora Sports Park	Aurora, CO	Sports Complex	12	23	5

*Distance to 15151 E Alameda Pkwy

Sources: Playeasy, Relevant Facilities, Johnson Consulting



2023 Average Spending on Entertainment and Recreation

Spending Category	Aurora		Aurora (30 Minute Drive-Time)		Aurora (60 Minute Drive-Time)		Aurora (90 Minute Drive-Time)	
	Average Spend*	Index**	Average Spend*	Index**	Average Spend*	Index**	Average Spend*	Index**
Entertainment/Recreation Fees & Admissions	\$3,617	96	\$4,369	116	\$4,595	122	\$4,400	116
Tickets to Theatre/Operas/Concerts	\$52	94	\$63	116	\$68	124	\$65	119
Admission to Sporting Events	\$52	89	\$66	113	\$72	123	\$69	118
TOTAL	\$3,669		\$4,433		\$4,663		\$4,465	

*Average spend per person, per annum

** National Average = 100

Note: Drive-time from Aurora City Hall

Sources: Esri BAO, Johnson Consulting

Visitation Patterns



According to Placer.ai, below represents the percentage of Aurora residents of the total visits to each venue in the last 12 months.

Red Rocks
2.9%
11,624
Aurora
Residents

Ball Arena
7.6%
30,462
Aurora
Residents

Mission
Ballroom
6%
24,049 Aurora
Residents

Ogden Theatre
7%
28,057
Aurora
Residents

PACE
15.5%
62,127
Aurora
Residents

Fiddlers Green
Amphitheater
7.1%
28,458 Aurora
Residents

Lone Tree Arts
Center
9.4%
37,677 Aurora
Residents

Coors Field
1%
23,247
Aurora
Residents

Dick's Sporting
Goods Park
8.1%
32,466 Aurora
Residents

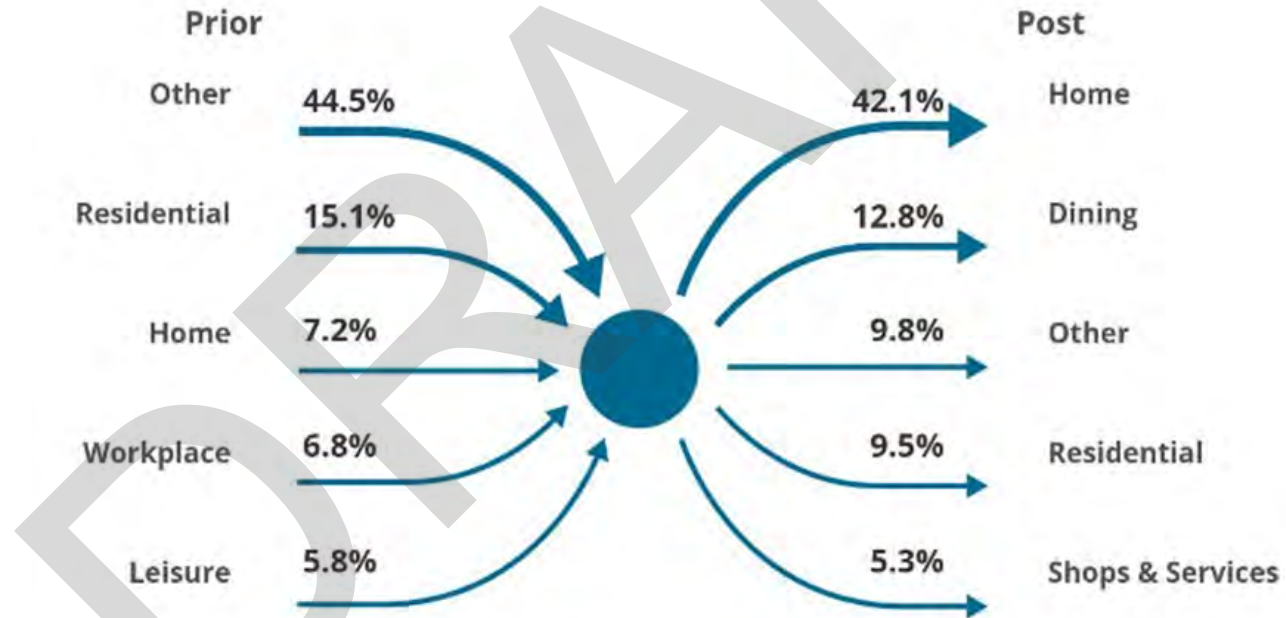
The total annual recapture opportunity is **278,168** Aurora residents, or **70% of the total population of Aurora.**

Pre & Post Destination Journey

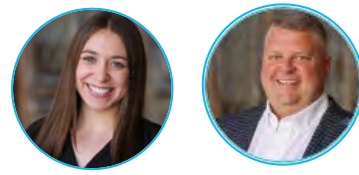


Placer.ai allows for further visitor analysis, such as analyzing a guest's journey before and after visiting the destination.

Mission Ballroom



Potential Case Studies



Toyota Music Factory

- Irving, TX
- Open air entertainment hub with event pavilion, retail, dining, and entertainment



Music Street

- Frisco, TX
- Planned indoor/outdoor performance destination and food hall



Fourth Street Live!

- Louisville, KY
- Dining and entertainment destination in downtown near arena (KFC Yum! Center)



Parkway Bank Park

- Rosemont, IL
- Multipurpose 200,000 SF complex with dining, nightlife and family entertainment
- Impact Field



Rio Nuevo District

- Tucson, AZ
- TIF district designed to bring patrons and businesses to downtown



Arena District

- Columbus, OH
- Sports and entertainment destination with a hockey arena and a minor league baseball stadium surrounded by mixed-use development



The Grand Experience

- West Des Moines, IA
- Planned destination across from existing sports complex including an indoor waterpark, convention center, and HQ hotel



Mission Ballroom

- Denver, CO
- Flexible entertainment venue within a planned mixed-use development



Salt Shed

- Chicago, IL
- Indoor/outdoor multipurpose music and entertainment hub



What type of information is collected?

- Submarket information
- Development attributes
- Facility & design features
- Funding approach
- Marketing strategies
- Programming, financial & demand data
- Development & implementation strategies

What are case studies used for?

- Lessons learned & best practices
- Benchmarking against potential sites in Aurora
- Inform baseline for projections
- Primary research is bottom up, case studies are top down, lessons learned from facilities

“Top Down” Approach

Analysis of comparable facility demand, relative levels of supply and demand in the overall market and anticipated future market share.



Current demand as identified in the market and demand analysis, annual repeat events, turned away events, and transfers from other locations.

“Bottom Up” Approach



What's next?

- Consumer Preference Survey
 - Formalize strategy to align with council feedback
- Continue Market Assessment
 - Refine gap analysis based on consumer preference feedback
- Case Study Research
- Council update

DRAFT



- Does City Council support focusing the feasibility study on a sports and entertainment facility based on the outcome of the market assessments?
- Does City Council support moving forward with a consumer preference survey to gain feedback regarding a new venue from Aurora residents?
- Does City Council have feedback regarding example venues for potential case studies to be completed by Johnson Consulting?

DRAFT

An aerial photograph of a city, likely Denver, Colorado, with a range of snow-capped mountains in the background. The image has a blue color cast. A large, semi-transparent watermark with the word 'QUEST' is overlaid diagonally across the center. A dark blue rectangular box is positioned in the middle of the image, containing the word 'Questions?' in a bold, orange, sans-serif font.

Questions?

An aerial photograph of a city, likely Denver, Colorado, with a prominent mountain range in the background. The city features a mix of modern high-rise buildings and residential areas with houses and trees. A large, semi-transparent blue rectangle is centered over the image, containing the text "Thank you!" in a bold, orange font. A large, faint, stylized logo is visible in the background, partially obscured by the text box.

Thank you!

An aerial photograph of a city, likely Denver, Colorado, with a dense urban area in the foreground and middle ground, and a range of snow-capped mountains in the background. The sky is clear and blue. A large, semi-transparent blue rectangle is overlaid in the center of the image, containing the word "Glossary" in a bold, orange, sans-serif font. A large, faint, semi-transparent watermark of the letters "DR" is visible in the background, oriented diagonally.

Glossary

Venue Glossary

Types of Facilities

Each event type has unique facility needs. Certain events require large amounts of contiguous space, while others require many smaller meeting rooms. Often a single meeting will use many different types of spaces, such as large exhibit halls, banquet facilities, breakout meeting rooms, and theater seating. The diverse nature of this industry and the characteristics of various event types necessitate a variety of facility types. The main types of public assembly facilities are summarized as follows:

Hotel and Meeting Room Facilities: Many markets have developed a multipurpose or small convention or conference center complex within or adjacent to a hotel, as a means of improving the lure of the hotel and subsidizing its operations. These facilities, which have been undertaken in markets of varying sizes, are frequently developed through public-private partnerships whereby the public sector may assemble land, build parking, and fund meeting space components as a way to execute a project. Often the various project elements are developed as a joint project, in terms of timing, but in some markets, the public elements have been built first with the hotel coming later.

Conference Centers: Conference centers provide a specialized combination of meeting spaces, high-tech amenities, and services in support of training and education initiatives. Most conference centers are operated in conjunction with a hotel, although some are part of a university and a small number operate as stand-alone venues.

Convention Centers: On a larger scale, convention centers combine the meeting capabilities of a conference center with exhibit space. These facilities are designed to meet the broad needs of the Meetings, Incentive, Convention, and Exhibition (M.I.C.E.) industry and primarily serve as economic development enterprises for the community. Their mission is to bring outside visitors and associated spending into the community, although they may also host large locally oriented consumer events.



The Hilton Orlando



Kauffman Foundation
Conference Center



Overland Park
Convention Center

Venue Glossary

Stadiums: Typically used for sports such as baseball and football, concerts, and other large-scale entertainment events, stadiums are open-air venues elevated seating on one or more sides of a playing surfaces. For entertainment events, the stage is usually set up on part of the playing surface, with the rest of it sold as seating.

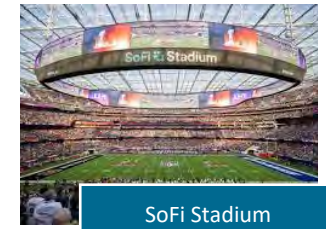
Arenas: Similar to stadiums but generally smaller and indoors, arenas are typically used for entertainment events, as well as sports such as basketball and hockey.

Indoor Sports Complex: A mixed-use facility that is designed to host a variety of sports and other events. They may be built as a home venue for a specific team in a specific sport, but are designed to be easily configurable to accommodate different sports, concerts, conventions, and other gatherings. These types of “sports facilities” may also incorporate retail, dining, or entertainment spaces, adding another dimension to their use.

Theaters: Theaters range in size and stage types, but traditionally include a stage with an opening that faces an audience chamber with fixed seats. The typical scale for Broadway play or musical productions is 1000-2000 capacity. These venues are equipped to support a wide variety of performances including plays, musicals and dance, and smaller scale operas, and can also host other entertainment such as concerts, comedians or lectures.

Black Box: A Black Box is a versatile space that features exposed technical elements overhead, infrastructure encouraging varied and flexible seating arrangements, and close audience-performer interaction. Seating capacities vary with the size of the room and the seating arrangement. 200 patrons is a typical size. These spaces also can host intimate music performances, cabaret style events, or workshops.

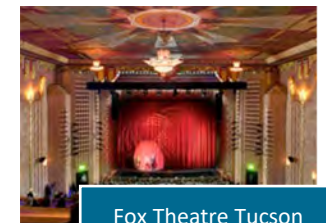
Amphitheaters: Typically have a large audience capacity, often with tiered seating and a lawn area in front of a central stage. Amphitheaters are typically outside and are among the oldest types of performing arts venues.



SoFi Stadium



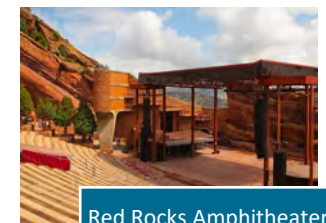
Crypto.com Arena



Fox Theatre Tucson



Rolling Meadows Black Box Theatre



Red Rocks Amphitheater

Venue Glossary

Concert Halls: Venues constructed specifically for classical music, with elevated and tiered seating sections and acoustics designed for symphony-orchestras.

Recital Hall: Similar to Concert Hall, except with smaller audience capacity, smaller stage, and smaller backstage area designed for chamber music, small ensembles and recitals. Often built in conjunction with a Concert Hall as an alternate venue.

Bandshells and Bandstands: Large, outdoor stages that are often found in public parks. Bandshells and Bandstands typically feature covered roofs and closed backs and often have permanent, non-elevated seating.

Opera Houses: Similar to a theater but larger and constructed specifically opera. Ballet and large musicals also can be performed well in these spaces. Opera houses have high ceilings, tiered seating, and acoustics geared towards opera performances.

Clubs: Often paired with a bar and sometimes even a restaurant, clubs are smaller, indoor venues that typically host rock, hip-hop, and other popular music shows. Clubs usually just have general-admission floor seats, though some also sell more premium balcony or VIP seats.

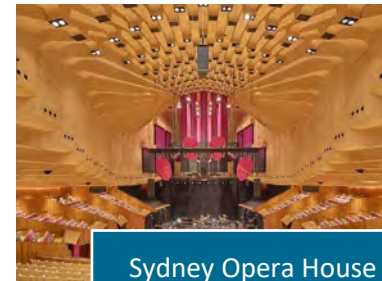
Performing Arts Center: A Performing Arts Center combines several of the above venue types (theaters through clubs), usually including a large performance theater that is equipped to support a variety of performance types including opera, Broadway, concerts and dance, one or more smaller venues for more intimate drama and music performance, often in the form of a Black Box for flexibility, one or more rehearsal spaces, and a variety of other spaces designed to host catered events, art gallery shows, and community activities and outreach. Lobby spaces are often open to the public all day with restaurants, events and retail/merchandising.



Walt Disney Concert Hall



Daytona Beach Bandshell



Sydney Opera House



Tao Nightclub

Venue Glossary

Exposition Halls: These facilities focus exclusively on product and consumer shows that require little meeting space. Pure exposition halls generally exist in markets that have other convention and/or meeting venues available or in situations where the private sector has responded to a lack of supply by developing an inexpensive facility. Fairgrounds also offer facilities that are exposition-oriented.

Trademarts: Trademarts or merchandise marts typically combine an exhibit facility, permanent display space that is occupied by businesses under long-term lease agreements, and specialized office space. These facilities provide space for the wholesale distribution of products in specific industries, including furniture, clothing, sporting goods, and computers. These facilities occur in large cities that serve as regional wholesale and marketing centers.

Fairgrounds: Fairgrounds combine a number of assembly and exposition elements on a large campus. Facilities may include one or more exhibition halls, along with arena and meeting hall functions, although little meeting space is usually offered on the property. Typically located away from downtown areas, fairgrounds provide acres of parking for large events.

Convocation Centers: Similar to an events center, a convocation center is a flexible, community venue often used as a conference or arena facility, typically located on a higher education institution's campus. These facilities host a variety of event types that utilize arena-type bowl seating or take advantage of retractable seating and use the entire arena floor as exhibition space.

Multi-Purpose Events Centers: Events centers, or arenas, are used as multi-purpose facilities to host a wide range of events, from small to mid-size conventions, and trade shows, to sporting events, concerts, and banquets. These facilities typically host many more locally oriented events than dedicated exhibit and ballroom space within convention centers. Events centers also incorporate breakout and meeting rooms, and often have a full commercial kitchen to cater banquet events.



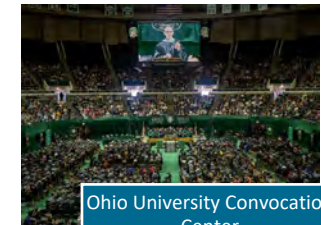
Cobb Galleria Expo Hall



Mississippi Trade Mart



Indiana State Fairgrounds



Ohio University Convocation Center



Century II Performing Arts & Convention Center

Venue Glossary – Stages



Proscenium Theater:

The most typical type of stage in theatrical productions – features a rectangular stage opening made from the proscenium arch and the stage floor.

The proscenium arch separates the actors from the audience, and is commonly called “the fourth wall.”



Area Stage Theater:

Commonly referred to as a Theater in the Round, this is the type of stage one would find at certain concerts and theatrical productions. It can also be used in conjunction with a proscenium, as is seen at the Grammys or the Oscars. It places the stage at the center of a square or circle, surrounded by spectators on all sides. It is generally thought of as less formal than types like the proscenium theater.



Open Stage Theater / Thrust Stage:

This theater type combines features from arena stage and the proscenium theater. It often has seating on three sides or in a semicircle with the stage “thrusting” out into the middle. Usually, the stage is low platform and has a proscenium opening at the back for entry/exit and scene changes. It can also be referred to as a Thrust Stage Theater.



Black Box:

A rectangular room, painted flat black to prevent glare from overhead lighting. It usually has a complex overhead lighting grid and moveable seats. While total number of seats is usually around 200, their moveable nature allows experimentation with the shape and size of the performance space.



Found Space Theater:

Structures that were originally designed for a different function, but were repurposed into theaters. There are examples of companies converting many different types of buildings into theaters, like urban store fronts and even “Big Box” retail spaces, etc.

Event Types

	Conventions & Conferences	Exhibitions & Trade Shows	Meetings & Assemblies	Consumer Shows	Entertainment Events	Sporting Events	Performing Arts
Purposes	Networking Education Idea Sharing Lobbying/Legislation	Sale of Goods & Services Advertising Networking	Organizational Business Idea Sharing Networking	Sale of Goods & Services Advertising Community Partnerships	Entertainment Arts & Culture Leisure	Tournaments & Competitions Recreation Leisure	Arts, Culture, & Education Entertainment Leisure
Facility Types	Hotels Convention Centers	Hotels Convention Centers Expo Centers Fairgrounds	Hotels Convention Centers Arenas Theaters	Hotels Convention Centers Expo Centers	Arenas & Stadiums Theaters & Amphitheaters Convention Centers	Arenas & Stadiums Convention Centers Sports Complexes	Performing Arts Centers Theatres & Amphitheaters Arenas & Stadiums
Event Duration	2 - 5 Days	3 - 6 Days	1 - 2 Days	2 - 5 Days	1 - 3 Days	1 - 3 Days	1 - 3 Days
Visitor Stay	2 - 4 Days	1 - 3 Days	1 - 2 Days	1 - 2 Days	1 Day	1 - 2 Days	1 - 2 Days
Visitor Type	Industry Specific	Industry Specific	Organization Specific	General Public	General Public	General Public	General Public
Visitor Origin	Mostly Non-Local	Mostly Non-Local	Local & Non-Local	Mostly Local	Mostly Local	Local & Non-Local	Local & Non-Local
Economic Impact	\$\$\$\$\$	\$\$\$\$\$	\$\$\$\$	\$\$\$	\$\$\$	\$\$\$	\$\$\$



Market Assessment

Market Inventory

Front Range Performing Arts Venues Capacity of 1,000 - 10,000

Venue	Type	Total Capacity (Largest Space)	Distance to Aurora (miles)*	Venue	Type	Total Capacity (Largest Space)	Distance to Aurora (miles)*
Arvada, CO				Englewood, CO			
Arvada Center	Theatre	1,600	21	Gothic Theatre	Auditorium / Theatre	1,100	14
Aurora, CO				Fort Collins, CO			
Stampede	Club	2,000	5	The Lincoln Center	Auditorium / Theatre	1,187	72
Bellvue, CO				Greeley, CO			
Mishawaka Amphitheater	Amphitheater	1,005	95	Union Colony Civic Center	Auditorium / Theatre	1,661	64
Boulder, CO				Highlands Ranch, CO			
Macky Auditorium Concert Hall	Auditorium / Theatre	2,036	36	Cherry Hills Community Church	Auditorium / Theatre	3,500	20
Chautauqua Auditorium	Auditorium / Theatre	1,313	36	Littleton, CO			
Boulder Theater	Theatre	1,150	37	Denver Botanic Gardens at Chatfield	Amphitheater	5,000	27
Mary Rippon Outdoor Theatre	Auditorium / Theatre	1,100	35	Loveland, CO			
Glenn Miller Ballroom	Auditorium / Theatre	1,000	35	Thunder Mountain Amphitheater	Amphitheater	4,400	57
Colorado Springs, CO				Morrison, CO			
New Life Church	Auditorium / Theatre	3,500	57	Red Rocks Amphitheater	Amphitheater	9,525	30
Pikes Peak Center	Auditorium / Theatre	2,012	68	Pueblo, CO			
Rocky Mountain Calvary	Auditorium / Theatre	2,000	64	Pueblo Memorial Hall	Auditorium / Theatre	1,600	110
Boot Barn Hall At Bourbon Brothers	Auditorium / Theatre	1,700	54	USAF Academy, CO			
Springs First Church of the Nazarene	Auditorium / Theatre	1,500	70	Arnold Hall Theater	Auditorium / Theatre	3,000	58
Denver, CO							
Levitt Pavilion Denver	Amphitheater	6,000	15				
Belco Theatre	Auditorium / Theatre	5,005	11				
Fillmore Auditorium	Auditorium / Theatre	3,700	11				
Temple Hoyne Buell Theatre	Auditorium / Theatre	2,884	12				
Boettcher Concert Hall**	Auditorium / Theatre	2,679	12				
Denver Botanic Gardens UMB Bank Amphitheater	Amphitheater	2,500	10				
Riverside Baptist Church	Auditorium / Theatre	2,450	17				
Denver Botanic Gardens - York St.	Amphitheater	2,320	9				
Ellie Caulkins Opera House**	Auditorium / Theatre	2,225	17				
The Grizzly Rose	Club	2,000	15				
Paramount Theatre	Auditorium / Theatre	1,865	17				
Club Vinyl	Club	1,800	17				
Ogden Theatre	Auditorium / Theatre	1,600	11				
Summit Music Hall	Club	1,350	16				
Cervantes' Masterpiece Ballroom	Auditorium / Theatre	1,100	15				

Note: Outdoor venues include fairgrounds, festival grounds, large parks, community plazas, etc.

*Distance to 15151 E Alameda Pkwy

**Located inside of the Denver Performing Arts Complex

Sources: Pollstar, Relevant Facilities, Johnson Consulting



Market Inventory

Front Range Event Space Capacity of 1,000 - 10,000							
Venue	Venue Type	Largest Space Capacity	Distance to Aurora (miles)*	Venue	Venue Type	Largest Space Capacity	Distance to Aurora (miles)*
Air Force Academy, CO				Estes Park, CO			
Clune Arena	Arena	5,858	56	Estes Park Events Complex	Event Center	1,787	71
Aurora, CO				Holiday Inn Estes Park			
Gaylord Rockies Resort & Convention Center	Convention Center	10,000	11	Fort Collins, CO			
The Hangar at the Stanley	Event Center	2,000	6	Moby Arena	Arena	8,083	73
Arapahoe County Fairgrounds Event Center	Event Center	1,600	12	Hilton Fort Collins	Hotel	1,300	70
Hyatt Regency Aurora-Denver Conference Center	Hotel	1,400	3	Fountain, CO			
Broomfield, CO				Pikes Peak International Raceway			
Omni Interlocken	Hotel	1,000	26	Glendale, CO			
Castle Rock, CO				Infinity Park Event Center			
Douglas County Fairgrounds & Events Center	Event Center	3,600	29	Infinity Park	Stadium	5,000	8
Colorado Springs, CO				Hampton Inn & Suites Denver-Cherry Creek			
UCHealth Park	Stadium	8,500	68	Greeley, CO			
Broadmoor World Arena	Arena	8,000	72	Island Grove Events Center	Event Center	8,300	66
Weidner Field	Stadium	8,000	68	Lakewood, CO			
Ed Robson Arena	Arena	3,407	67	Colorado Christian Event Center	Event Center	1,500	24
Washburn Field	Stadium	1,500	67	Loveland, CO			
Hotel Polaris at the U.S. Air Force Academy**	Hotel	1,250	53	Blue Arena	Arena	7,200	58
Commerce City, CO				Embassy Suites by Hilton Loveland Conference Center			
Dick's Sporting Goods Park	Stadium	2,000	10	First National Bank Exhibit Hall	Event Center	2,500	58
Denver, CO				Pueblo, CO			
Magness Arena	Arena	8,000	10	Southwest Motors Event Center	Event Center	8,225	113
Crowne Plaza Denver Airport Convention Center	Convention Center	5,000	5	Massari Arena	Arena	3,900	110
Empower Field At Mile High	Stadium	5,000	17	Westminster, CO			
National Western Center	Event Center	4,771	14	The Westin Westminster Denver-Boulder	Hotel	1,200	22
The Brighton	Event Center	3,991	13				
Mission Ballroom	Arena	3,950	13				
Exdo Event Center	Event Center	3,500	12				
Wings Over The Rockies Air & Space Museum	Event Center	3,500	5				
Hyatt Regency Denver at Colorado ConvCtr	Hotel	3,000	11				
Hilton Denver City Center	Hotel	2,500	12				
Sheraton Denver Downtown Hotel	Hotel	2,100	11				
CIBER Field	Stadium	2,000	12				
Peter Barton Lacrosse Stadium	Stadium	2,000	15				
Denver Marriott Tech Center	Hotel	1,400	9				
Hyatt Regency Denver Tech Center	Hotel	1,374	9				
DoubleTree by Hilton Hotel Denver	Hotel	1,200	8				
Renaissance Denver Central Park Hotel	Hotel	1,100	10				
Grand Hyatt Denver	Hotel	1,000	16				

*Distance to 15151 E Alameda Pkwy

**Opening November 2024

Source: Visit Aurora, Venue Websites, Johnson Consulting



Market Inventory

Front Range Arts & Entertainment Space Capacity of 2,000 - 4,000							
Venue	Venue Type	Largest Space Capacity	Distance to Aurora (miles)*	Venue	Venue Type	Largest Space Capacity	Distance to Aurora (miles)*
Air Force Academy, CO				Denver, CO			
Arnold Hall Theater	Auditorium / Theatre	3,000	58	The Brighton	Event Center	3,991	13
Aurora, CO				Mission Ballroom			
The Hangar at the Stanley	Event Center	2,000	6	Exdo Event Center	Arena	3,950	13
Stampede	Club	2,000	5	Wings Over The Rockies Air & Space Museum	Event Center	3,500	12
Boulder, CO				Hyatt Regency Denver at Colorado ConvCtr			
Macky Auditorium Concert Hall	Auditorium / Theatre	2,036	36	Hilton Denver City Center	Hotel	3,000	11
Castle Rock, CO				Sheraton Denver Downtown Hotel			
Douglas County Fairgrounds & Events Center	Event Center	3,600	29	CIBER Field	Hotel	2,500	12
Colorado Springs, CO				Peter Barton Lacrosse Stadium			
New Life Church	Auditorium / Theatre	3,500	57	Fillmore Auditorium	Stadium	2,000	15
Pikes Peak Center	Auditorium / Theatre	2,012	68	Temple Hoyne Buell Theatre	Auditorium / Theatre	3,700	11
Rocky Mountain Calvary	Auditorium / Theatre	2,000	64	Boettcher Concert Hall**	Auditorium / Theatre	2,884	12
Ed Robson Arena	Arena	3,407	67	Denver Botanic Gardens UMB Bank Amphitheater	Auditorium / Theatre	2,679	12
Commerce City, CO				Riverside Baptist Church			
Dick's Sporting Goods Park	Stadium	2,000	10	Denver Botanic Gardens - York St.	Amphitheater	2,500	10
				Highlands Ranch, CO			
				Loveland, CO			
				Pueblo, CO			
				Massari Arena			
				Cherry Hills Community Church			
				Embassy Suites by Hilton Loveland Conference Center			
				First National Bank Exhibit Hall			
				Ellie Caulkins Opera House**			
				The Grizzly Rose			
				Riverside Baptist Church			
				Denver Botanic Gardens - York St.			
				Ellie Caulkins Opera House**			
				The Grizzly Rose			
				Cherry Hills Community Church			
				Embassy Suites by Hilton Loveland Conference Center			
				First National Bank Exhibit Hall			
				Massari Arena			

Note: Outdoor venues include fairgrounds, festival grounds, large parks, community plazas, etc.

*Distance to 15151 E Alameda Pkwy

**Located inside of the Denver Performing Arts Complex

Source: Visit Aurora, Venue Websites, Johnson Consulting