

**COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT
("CIC") NOS. 7 & 11**

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: 303-987-0835 800-741-3254
Fax: 303-987-2032
<https://cicmetrodistricts7and11.com>

NOTICE OF A REGULAR MEETING AND AGENDA

<u>Board of Directors</u>	<u>Office</u>	<u>Term/Expires:</u>
Timothy D'Angelo	President	2027/May 2027
Todd Witty	Treasurer	2025/May 2025
Theodore Laudick	Assistant Secretary	2025/May 2025
VACANT		2027/May 2025
VACANT		2027/May 2025
David Solin	Secretary	

DATE: Friday, October 18, 2024

TIME: 10:00 a.m.

PLACE: Zoom Meeting: The meeting can be joined through the directions below:
**Individuals requiring special accommodation to attend and/or participate in the meeting please advise the District Manager (dsolin@sdmsi.com or 303-987-0835) of their specific need(s) before the meeting.*

<https://us02web.zoom.us/j/5469119353?pwd=SmtlcHJETFhCQUZEcVBBOGZU3Fqdz09>
Meeting ID: 546 911 9353
Passcode: 912873
Dial In: 1-719-359-4580

I. PUBLIC COMMENTS

- A. Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes per person.
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II. ADMINISTRATIVE MATTERS

- A. Present disclosures of potential conflicts of interest.
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- B. Confirm quorum, location of the meeting and posting of meeting notices. Approve Agenda.
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- C. Review and consider approval of the Minutes of the May 24, 2024 Regular Meetings (enclosures).
-

- D. Discuss business to be conducted in 2025 and location (virtual and/or physical) meetings (suggested dates are the third Friday of each month). Schedule meeting dates and consider adoption of Resolution Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting of 24-Hour Notices (enclosures).
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- E. Authorize renewal of the Districts' insurance and Special District Association ("SDA") membership for 2025.
-

F. **Website Accessibility Matters:**

1. Discuss website accessibility matters.
-
2. Establish Website Accessibility Committee to make final determinations regarding engagement and/or termination of service providers, if necessary.
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III. FINANCIAL MATTERS

- A. Review and accept unaudited financial statements through the period ending June 30, 2024, updated cash position statement dated June 30, 2024 and the property tax reconciliation (enclosures).
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- B. **[CIC No. 7 only]** Review and consider approval of payment of claims for the period ending _____, 2024 in the amount of \$_____ (to be distributed).
-

- C. **[CIC No. 7 only]** Consider engagement of outside Accountant for preparation of 2024 Audit (to be distributed).
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- D. **[CIC No. 11 only]** Consider appointment of District Accountant to prepare Application for Exemption from Audit for 2024.
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- E. Conduct Public Hearing to consider Amendment of 2024 Budget (if necessary, consider adoption of Resolutions No. 2024-10-__, Resolution to Amend the 2024 Budget and Appropriate Expenditures).
-

- F. Conduct Public Hearing on the proposed 2025 Budget and consider adoption of Resolution to Adopt the 2025 Budget and Appropriate Sums of Money, and Resolution to Set Mill Levies, for General Fund _____, Debt Service Fund _____, and Other Fund(s) _____ for a total mill levy of _____ (enclosures – preliminary AVs, draft 2025 Budgets, and Resolutions).
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1. **[CIC No. 7 only]** Consider adoption of Resolution No. 2024-10-__, Resolution Authorizing Adjustment of the District Mill Levy in Accordance with the Service Plan (to be distributed).
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- G. Authorize District Accountant to prepare and sign the DLG-70 Certification of Tax Levies form (“Certification”). Direct District Accountant to file the Certification with the Board of County Commissioners and other interested parties.
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- H. Review and consider approval of Statement of Work (SOW) between the District and CliftonLarsonAllen LLP for 2025 Accounting Services (to be distributed).
-

- I. Consider appointment of the District Accountant to prepare the 2026 Budget and set the date for a Public Hearing to adopt the 2026 Budget for October 17, 2025, at 10:00 a.m., to be held via teleconference.
-

IV. LEGAL MATTERS

- A. Discuss May 6, 2025 Regular Directors’ Election and consider adoption of Resolution Calling Election for Directors, appointing Designated Election Official (“DEO”) and authorizing the DEO to perform all tasks required for the conduct of a mail ballot election (enclosures). Self-Nomination Forms are due by February 28, 2025. Discuss the need for ballot issues and/or questions.
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- B. Review and consider approval of Second Amendment to Operation Funding Agreement between Colorado International Center Metropolitan District No. 7 and Highpoint North Acquisition LLC (enclosure).
-

- C. Discuss requirements of Section 32-1-809, C.R.S., and direct staff regarding compliance for 2025 (Transparency Notice).
-

- D. Review and consider ratifying approval of License Agreement – Dandelion Draw Drainage Improvements between the City and County of Denver, acting for and on behalf of its Department of Aviation and the District (enclosure).
-

V. CAPITAL MATTERS

- A. **[CIC No. 7 only]** 66th/68th and Denali Street Project (the “Project”):
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(1) Discuss status of the Project.

- B. **[CIC No. 7 only]** Discuss status of Dandelion Draw, No Name Pond and the 68th Avenue/Loop Road west of Gun Club Road.
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(1) Discuss status of Dandelion Draw Channel Improvements and Pond P67 Project.

- C. **[CIC No. 7 only]** High Point Northwest Early Grading Project (the “Grading Project”):
-

(1) Discuss status of the Grading Project.

- D. **[CIC No. 7 only]** Discuss status of District acceptance of improvements and authorize any necessary actions in connection therewith.
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VI. OTHER BUSINESS

A. _____

- VII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR NOVEMBER 15, 2024.**

Informational Enclosure:

- Memo regarding New Rate Structure from Special District Management Services, Inc.

RECORD OF PROCEEDINGS

**MINUTES OF SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF THE
COLORADO INTERNATIONAL CENTER
METROPOLITAN DISTRICT NO. 7 (THE “DISTRICT”)
HELD
MAY 24, 2024**

A special meeting of the Board of Directors of the Colorado International Center Metropolitan District No. 7 (referred to hereafter as the “Board”) was convened on Friday, May 24, 2024, at 10:00 a.m., and held via Zoom videoconference. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Timothy D’Angelo, President
Todd Witty, Treasurer
Theodore Laudick, Assistant Secretary (for a portion of the meeting)

Also, In Attendance Were:

David Solin and Diana Garcia; Special District Management Services, Inc.

Jay Morse, Esq. and Megan Becher, Esq; McGeady Becher P.C.

CJ Cook; CliftonLarsonAllen LLP

Paul Hyde; Hyde Development

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

The Board discussed the requirements of Colorado law to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Board of Directors to the Secretary of State. The members of the Board were requested to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting, and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with statute. It was noted by Attorney Morse that disclosures of potential conflicts of interest were filed with the Secretary of State for all directors, and no additional conflicts were disclosed at the meeting.

ADMINISTRATIVE MATTERS

Quorum/Meeting Location/Posting of Notice: Mr. Solin confirmed the presence of a quorum. The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District’s Board meeting. The Board determined that this meeting would be held by video/telephonic means, and encouraged public participation via video or

RECORD OF PROCEEDINGS

telephone. The Board further noted that notice of the time, date and location/manner of the meeting was duly posted and that the District had not received any objections to the video/telephonic manner of the meeting, or any requests that the video/telephonic manner of the meeting be changed by taxpaying electors within the District boundaries.

Designation of 24-Hour Posting Location: Following discussion, upon motion duly made by Director D'Angelo, seconded by Director Witty, and upon vote unanimously carried, the Board determined that notices of meetings of the District Board required pursuant to Section 24-6-402(2)(c), C.R.S., shall be posted at least 24-hours prior to each meeting on the District's website at: <https://cicmetrodistricts7and11.com/> or if posting on the website is unavailable, notice will be posted at the easternmost point accessible on the north side of E. 64th Avenue, Aurora, Colorado.

Agenda: The Board reviewed the Agenda for the meeting.

Following discussion, upon motion duly made by Director D'Angelo, seconded by Director Witty, and upon vote unanimously carried, the Board approved the Agenda, as amended.

Minutes of October 20, 2023 Special Meeting: The Board reviewed the Minutes of the October 20, 2023 Special Meeting.

Following review and discussion, upon motion duly made by Director D'Angelo, seconded by Director Witty, and upon vote unanimously carried, the Board approved the Minutes, as presented.

2024 Statutory Annual Meeting: The Board discussed the scheduling of the 2024 Statutory Annual Meeting.

Following review and discussion, upon motion duly made by Director D'Angelo, seconded by Director Witty, and upon vote unanimously carried, the Board approved holding the 2024 Statutory Annual Meeting on October 18, 2024, if required.

PUBLIC COMMENT

There were no public comments.

FINANCIAL MATTERS

Cash Position Statement: Mr. Cook reviewed with the Board the cash position statement dated March 31, 2024 updated as of May 14, 2024, and the property tax reconciliation.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director D'Angelo, seconded by Director Witty, and upon vote unanimously carried, the Board accepted the cash position statement, as presented.

2022 Audit: Mr. Cook reviewed the 2022 Audit with the Board.

Following discussion, upon motion duly made by Director D'Angelo, seconded by Director Witty, and upon vote unanimously carried, the Board ratified approval of the 2022 Audit and the execution of the Representations Letter.

2023 Budget Amendment Hearing: Director D'Angelo opened the public hearing to consider amendment of the 2023 Budget.

It was noted that publication of Notice stating the Board would consider amendment of the 2023 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to the public hearing. No public comments were received, and the public hearing was closed.

Following discussion, upon motion duly made by Director D'Angelo, seconded by Director Witty, and upon vote unanimously carried, the Board adopted Resolution No. 2024-05-01 to Amend the 2023 Budget.

2023 Audit Preparation: The Board discussed the engagement of BiggsKofford Certified Public Accountants to perform the 2023 Audit.

Following discussion, upon motion duly made by Director D'Angelo, seconded by Director Witty, and upon vote unanimously carried, the Board ratified approval of the engagement of BiggsKofford Certified Public Accountants to perform the District's 2023 Audit.

2023 Audit: Mr. Cook reviewed the 2023 Audit with the Board.

Following discussion, upon motion duly made by Director D'Angelo, seconded by Director Witty, and upon vote unanimously carried, the Board approved the 2023 Audit, subject to final legal review, and authorized execution of the Representations Letter.

LEGAL MATTERS

License Agreement between the City and County of Denver, acting by and through its Board of Water Commissioners and the District: The Board reviewed the License Agreement between the City and County of Denver,

RECORD OF PROCEEDINGS

acting by and through its Board of Water Commissioners and the District.

Following discussion, upon motion duly made by Director D’Angelo, seconded by Director Witty, and upon vote unanimously carried, the Board ratified approval of the License Agreement between the City and County of Denver, acting by and through its Board of Water Commissioners and the District.

License Agreement – Dandelion Draw Drainage Improvements between the City and County of Denver, acting for and on behalf of its Department of Aviation and the District (“Dandelion Draw License Agreement”): The Board reviewed the Dandelion Draw License Agreement.

Following discussion, upon motion duly made by Director D’Angelo, seconded by Director Witty, and upon vote unanimously carried, the Board ratified approval of the Dandelion Draw License Agreement.

CAPITAL MATTERS

66th/68th and Denali Project (“Project”):

Status of the Project: Director Laudick provided an update to the Board.

Final Payment to Duran Excavating, Inc. on June 10, 2024: The Board discussed authorizing Final Payment to Duran Excavating, Inc. on June 10, 2024.

Following discussion, upon motion duly made by Director D’Angelo, seconded by Director Witty, and upon vote unanimously carried, the Board authorized Final Payment to Duran Excavating, Inc. on June 10, 2024, following the required publication of Notice of Final Payment.

Dandelion Draw, No Name Pond and the 68th Avenue/Loop Road west of Gun Club Road:

Status of Dandelion Draw Channel Improvements and Pond P67 Project: Director Laudick provided an update to the Board.

High Point Northwest Early Grading Project (the “Grading Project”):

Status of the Grading Project: Director Laudick provided an update to the Board.

Final Payment to Fiore & Sons, Inc. on June 10, 2024: The Board discussed authorizing Final Payment to Fiore & Sons, Inc. on June 10, 2024.

Following discussion, upon motion duly made by Director D’Angelo, seconded

RECORD OF PROCEEDINGS

by Director Witty, and upon vote unanimously carried, the Board authorized Final Payment to Fiore & Sons, Inc. on June 10, 2024, following the required publication of Notice of Final Payment.

OTHER BUSINESS

There was no other business.

ADJOURNMENT

There being no further business to come before the Board at this time, upon motion duly made by Director Laudick, seconded by Director Witty and, upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By _____
Secretary for the Meeting

RECORD OF PROCEEDINGS

**MINUTES OF SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF THE
COLORADO INTERNATIONAL CENTER
METROPOLITAN DISTRICT NO. 11 (THE “DISTRICT”)
HELD
MAY 24, 2024**

A special meeting of the Board of Directors of the Colorado International Center Metropolitan District No. 11 (referred to hereafter as the “Board”) was convened on Friday, May 24, 2024, at 10:00 a.m., and held via Zoom videoconference. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Timothy D’Angelo, President
Todd Witty, Treasurer
Theodore Laudick, Assistant Secretary (for a portion of the meeting)

Also, In Attendance Were:

David Solin and Diana Garcia; Special District Management Services, Inc.

Jay Morse, Esq. and Megan Becher, Esq; McGeady Becher P.C.

CJ Cook; CliftonLarsonAllen LLP

Paul Hyde; Hyde Development

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

The Board discussed the requirements of Colorado law to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Board of Directors to the Secretary of State. The members of the Board were requested to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with statute. It was noted by Attorney Morse that disclosures of potential conflicts of interest were filed with the Secretary of State for all directors, and no additional conflicts were disclosed at the meeting.

ADMINISTRATIVE MATTERS

Quorum/Meeting Location/Posting of Notice: Mr. Solin confirmed the presence of a quorum. The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District’s Board meeting. The Board determined that this meeting would be held by video/telephonic means, and encouraged public participation via video or

RECORD OF PROCEEDINGS

telephone. The Board further noted that notice of the time, date and location/manner of the meeting was duly posted and that the District had not received any objections to the video/telephonic manner of the meeting, or any requests that the video/telephonic manner of the meeting be changed by taxpaying electors within the District boundaries.

Designation of 24-Hour Posting Location: Following discussion, upon motion duly made by Director D'Angelo, seconded by Director Witty, and upon vote unanimously carried, the Board determined that notices of meetings of the District Board required pursuant to Section 24-6-402(2)(c), C.R.S., shall be posted at least 24 hours prior to each meeting on the District's website at: <https://cicmetrodistricts7and11.com/> or if posting on the website is unavailable, notice will be posted at the easternmost point accessible on the north side of E. 64th Avenue, Aurora, Colorado.

Agenda: The Board reviewed the Agenda for the meeting.

Following discussion, upon motion duly made by Director D'Angelo, seconded by Director Witty, and upon vote unanimously carried, the Board approved the Agenda, as amended.

Minutes of October 20, 2023 Special Meeting: The Board reviewed the Minutes of the October 20, 2023 Special Meeting.

Following review and discussion, upon motion duly made by Director D'Angelo, seconded by Director Witty, and upon vote unanimously carried, the Board approved the Minutes, as presented.

2024 Statutory Annual Meeting: The Board discussed the scheduling of the 2024 Statutory Annual Meeting.

Following review and discussion, upon motion duly made by Director D'Angelo, seconded by Director Witty, and upon vote unanimously carried, the Board approved holding the 2024 Statutory Annual Meeting on October 18, 2024, if required.

PUBLIC COMMENT

There were no public comments.

FINANCIAL MATTERS

Cash Position Statement: Mr. Cook reviewed with the Board the cash position statement dated March 31, 2024 updated as of May 14, 2024, and the property tax reconciliation.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director D'Angelo, seconded by Director Witty, and upon vote unanimously carried, the Board accepted the cash position statement, as presented.

2023 Audit Exemption: The Board reviewed the Application for Exemption from Audit for 2023.

Following discussion, upon a motion duly made by Director D'Angelo, seconded by Director Witty, and upon vote unanimously carried, the Board ratified the approval, execution and filing of the Application for Exemption from Audit for 2023.

**LEGAL
MATTERS**

There were no legal matters.

**CAPITAL
MATTERS**

There were no capital matters.

OTHER BUSINESS

There was no other business.

ADJOURNMENT

There being no further business to come before the Board at this time, upon motion duly made by Director Laudick, seconded by Director Witty and, upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By _____
Secretary for the Meeting

RESOLUTION NO. 2024-10-01

RESOLUTION OF THE BOARD OF DIRECTORS OF THE COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 7 ESTABLISHING REGULAR MEETING DATES, TIME, AND LOCATION, AND DESIGNATING LOCATION FOR POSTING OF 24-HOUR NOTICES

A. Pursuant to Section 32-1-903(1.5), C.R.S., special districts are required to designate a schedule for regular meetings, indicating the dates, time and location of said meetings.

B. Pursuant to Section 32-1-903(5), C.R.S., “location” means the physical, telephonic, electronic, or virtual place, or a combination of such means where a meeting can be attended. “Meeting” has the same meaning as set forth in Section 24-6-402(1)(b), C.R.S., and means any kind of gathering, convened to discuss public business, in person, by telephone, electronically, or by other means of communication.

C. Pursuant to Section 24-6-402(2)(c)(I), C.R.S., special districts are required to designate annually at the board of directors of the district’s first regular meeting of each calendar year, the public place at which notice of the date, time and location of regular and special meetings (“**Notice of Meeting**”) will be physically posted at least 24 hours prior to each meeting (“**Designated Public Place**”). A special district is deemed to have given full and timely notice of a regular or special meeting if it posts its Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.

D. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., special districts are relieved of the requirement to post the Notice of Meeting at the Designated Public Place, and are deemed to have given full and timely notice of a public meeting if a special district posts the Notice of Meeting online on a public website of the special district (“**District Website**”) at least 24 hours prior to each regular and special meeting.

E. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., if a special district is unable to post a Notice of Meeting on the District Website at least 24 hours prior to the meeting due to exigent or emergency circumstances, then it must physically post the Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.

F. Pursuant to Section 32-1-903(1.5), C.R.S., all meetings of the board that are held solely at physical locations must be held at physical locations that are within the boundaries of the district or that are within the boundaries of any county in which the district is located, in whole or in part, or in any county so long as the physical location does not exceed twenty (20) miles from the district boundaries unless such provision is waived.

G. The provisions of Section 32-1-903(1.5), C.R.S., may be waived if: (1) the proposed change of the physical location of a meeting of the board appears on the agenda of a meeting; and (2) a resolution is adopted by the board stating the reason for which meetings of the board are to be held in a physical location other than under Section 32-1-903(1.5), C.R.S., and further stating the date, time and physical location of such meeting.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Colorado International Center Metropolitan District No. 7 (the “**District**”), Adams County, Colorado:

1. That the provisions of Section 32-1-903(1.5), C.R.S., be waived pursuant to the adoption of this Resolution.

That the Board of Directors (the “**District Board**”) has determined that conducting meetings at a physical location pursuant to Section 32-1-903(1.5), C.R.S., would be inconvenient and costly for the directors and consultants of the District in that they live and/or work outside of the twenty (20) mile radius requirement.

2. That regular meetings of the District Board for the year 2025 shall be held on the third Thursday of each month virtually at 10:00 a.m. via teleconference.

That special meetings of the District Board shall be held as often as the needs of the District require, upon notice to each director.

3. That, until circumstances change, and a future resolution of the District Board so designates, the physical location and/or method or procedure for attending meetings of the District Board virtually (including the conference number or link) shall appear on the agenda(s) of said meetings.

That the residents and taxpaying electors of the District shall be given an opportunity to object to the meeting(s) physical location(s), and any such objections shall be considered by the District Board in setting future meetings.

4. That the District has established the following District Website, <https://cicmetrodistricts7and11.com/> and the Notice of Meeting of the District Board shall be posted on the District Website at least 24 hours prior to meetings pursuant to Section 24-6-402(2)(c)(III), C.R.S. and Section 32-1-903(2), C.R.S.

That, if the District is unable to post the Notice of Meeting on the District Website at least 24 hours prior to each meeting due to exigent or emergency circumstances, the Notice of Meeting shall be posted within the boundaries of the District at least 24 hours prior to each meeting, pursuant to Section 24-6-402(2)(c)(I) and (III), C.R.S., at the following Designated Public Place:

(a) At the Easternmost point accessible on the north side of 64th Avenue.

5. Special District Management Services, Inc., or his/her designee, is hereby appointed to post the above-referenced notices.

**[SIGNATURE PAGE TO RESOLUTION ESTABLISHING REGULAR MEETING
DATES, TIME, AND LOCATION, AND DESIGNATING LOCATION FOR 24-HOUR
NOTICES]**

RESOLUTION APPROVED AND ADOPTED on October 18, 2024.

**COLORADO INTERNATIONAL CENTER
METROPOLITAN DISTRICT NO. 7**

By: _____
President

Attest:

Secretary

RESOLUTION NO. 2024-10-01

RESOLUTION OF THE BOARD OF DIRECTORS OF THE COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 11 ESTABLISHING REGULAR MEETING DATES, TIME, AND LOCATION, AND DESIGNATING LOCATION FOR POSTING OF 24-HOUR NOTICES

A. Pursuant to Section 32-1-903(1.5), C.R.S., special districts are required to designate a schedule for regular meetings, indicating the dates, time and location of said meetings.

B. Pursuant to Section 32-1-903(5), C.R.S., “location” means the physical, telephonic, electronic, or virtual place, or a combination of such means where a meeting can be attended. “Meeting” has the same meaning as set forth in Section 24-6-402(1)(b), C.R.S., and means any kind of gathering, convened to discuss public business, in person, by telephone, electronically, or by other means of communication.

C. Pursuant to Section 24-6-402(2)(c)(I), C.R.S., special districts are required to designate annually at the board of directors of the district’s first regular meeting of each calendar year, the public place at which notice of the date, time and location of regular and special meetings (“**Notice of Meeting**”) will be physically posted at least 24 hours prior to each meeting (“**Designated Public Place**”). A special district is deemed to have given full and timely notice of a regular or special meeting if it posts its Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.

D. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., special districts are relieved of the requirement to post the Notice of Meeting at the Designated Public Place, and are deemed to have given full and timely notice of a public meeting if a special district posts the Notice of Meeting online on a public website of the special district (“**District Website**”) at least 24 hours prior to each regular and special meeting.

E. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., if a special district is unable to post a Notice of Meeting on the District Website at least 24 hours prior to the meeting due to exigent or emergency circumstances, then it must physically post the Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.

F. Pursuant to Section 32-1-903(1.5), C.R.S., all meetings of the board that are held solely at physical locations must be held at physical locations that are within the boundaries of the district or that are within the boundaries of any county in which the district is located, in whole or in part, or in any county so long as the physical location does not exceed twenty (20) miles from the district boundaries unless such provision is waived.

G. The provisions of Section 32-1-903(1.5), C.R.S., may be waived if: (1) the proposed change of the physical location of a meeting of the board appears on the agenda of a meeting; and (2) a resolution is adopted by the board stating the reason for which meetings of the board are to be held in a physical location other than under Section 32-1-903(1.5), C.R.S., and further stating the date, time and physical location of such meeting.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Colorado International Center Metropolitan District No. 11 (the “**District**”), Adams County, Colorado:

1. That the provisions of Section 32-1-903(1.5), C.R.S., be waived pursuant to the adoption of this Resolution.

That the Board of Directors (the “**District Board**”) has determined that conducting meetings at a physical location pursuant to Section 32-1-903(1.5), C.R.S., would be inconvenient and costly for the directors and consultants of the District in that they live and/or work outside of the twenty (20) mile radius requirement.

2. That regular meetings of the District Board for the year 2025 shall be held on the third Thursday of each month virtually at 10:00 a.m. via teleconference.

That special meetings of the District Board shall be held as often as the needs of the District require, upon notice to each director.

3. That, until circumstances change, and a future resolution of the District Board so designates, the physical location and/or method or procedure for attending meetings of the District Board virtually (including the conference number or link) shall appear on the agenda(s) of said meetings.

That the residents and taxpaying electors of the District shall be given an opportunity to object to the meeting(s) physical location(s), and any such objections shall be considered by the District Board in setting future meetings.

4. That the District has established the following District Website, <https://cicmetrodistricts7and11.com/> and the Notice of Meeting of the District Board shall be posted on the District Website at least 24 hours prior to meetings pursuant to Section 24-6-402(2)(c)(III), C.R.S. and Section 32-1-903(2), C.R.S.

That, if the District is unable to post the Notice of Meeting on the District Website at least 24 hours prior to each meeting due to exigent or emergency circumstances, the Notice of Meeting shall be posted within the boundaries of the District at least 24 hours prior to each meeting, pursuant to Section 24-6-402(2)(c)(I) and (III), C.R.S., at the following Designated Public Place:

(a) At the Easternmost point accessible on the north side of 64th Avenue.

5. Special District Management Services, Inc., or his/her designee, is hereby appointed to post the above-referenced notices.

**[SIGNATURE PAGE TO RESOLUTION ESTABLISHING REGULAR MEETING
DATES, TIME, AND LOCATION, AND DESIGNATING LOCATION FOR 24-HOUR
NOTICES]**

RESOLUTION APPROVED AND ADOPTED on October 18, 2024.

**COLORADO INTERNATIONAL CENTER
METROPOLITAN DISTRICT NO. 11**

By: _____
President

Attest:

Secretary

COLORADO INTERNATIONAL CENTER NO. 7

FINANCIAL STATEMENTS

JUNE 30, 2024

Colorado International Center MD No. 7
Balance Sheet - Governmental Funds
June 30, 2024

	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Total</u>
Assets				
Checking Account	\$ 10,150.65	\$ 2,578.42	\$ 6,639.08	\$ 19,368.15
UMB Surplus Fund	-	4,321,542.89	-	4,321,542.89
UMB Project Fund	-	-	22,322,635.25	22,322,635.25
Due from CIC No. 11	436.80	417.09	-	853.89
Receivable from County Treasurer	0.26	0.88	-	1.14
Due from Other Funds	-	-	7,999.08	7,999.08
Total Assets	<u>\$ 10,587.71</u>	<u>\$ 4,324,539.28</u>	<u>\$ 22,337,273.41</u>	<u>\$ 26,672,400.40</u>
Liabilities				
Accounts Payable	\$ 9,643.34	\$ -	\$ 1,142,548.74	\$ 1,152,192.08
Retainage Payable	-	-	216,906.34	216,906.34
Due to the 64th Ave. Regional Authority	95.51	-	-	95.51
Due to Other Funds	-	7,999.08	-	7,999.08
Total Liabilities	<u>9,738.85</u>	<u>7,999.08</u>	<u>1,359,455.08</u>	<u>1,377,193.01</u>
Fund Balances	<u>848.86</u>	<u>4,316,540.20</u>	<u>20,977,818.33</u>	<u>25,295,207.39</u>
Liabilities and Fund Balances	<u>\$ 10,587.71</u>	<u>\$ 4,324,539.28</u>	<u>\$ 22,337,273.41</u>	<u>\$ 26,672,400.40</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

Colorado International Center MD No. 7
General Fund Statement of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending June 30, 2024

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Property taxes	\$ 32.00	\$ 31.97	\$ 0.03
ARI - Aurora Regional Improvement Tax	32.00	31.97	0.03
Specific ownership taxes	2.00	1.60	0.40
Transfers from CIC MD No. 11	73,158.00	4,040.53	69,117.47
Total Revenue	<u>73,224.00</u>	<u>4,106.07</u>	<u>69,117.93</u>
Expenditures			
Accounting	15,900.00	8,580.65	7,319.35
Auditing	6,000.00	-	6,000.00
County Treasurer's Fee	1.00	0.48	0.52
County Treasurer's fee - ARI	-	0.48	(0.48)
Transfer to ARI 64th Authority	32.00	31.49	0.51
Dues and membership	6,000.00	543.59	5,456.41
Insurance	6,000.00	5,842.00	158.00
District management	12,000.00	3,563.76	8,436.24
Legal	14,000.00	6,674.00	7,326.00
Miscellaneous	500.00	813.75	(313.75)
Contingency	4,567.00	-	4,567.00
Total Expenditures	<u>65,000.00</u>	<u>26,050.20</u>	<u>38,949.80</u>
Other Financing Sources (Uses)			
Developer advance	-	31,564.20	(31,564.20)
Total Other Financing Sources (Uses)	<u>-</u>	<u>31,564.20</u>	<u>(31,564.20)</u>
Net Change in Fund Balances	8,224.00	9,620.07	(1,396.07)
Fund Balance - Beginning	-	(8,771.21)	8,771.21
Fund Balance - Ending	<u>\$ 8,224.00</u>	<u>\$ 848.86</u>	<u>\$ 7,375.14</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

SUPPLEMENTARY INFORMATION

Colorado International Center MD No. 7
Debt Service Fund Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending June 30, 2024

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Property taxes	\$ 222.00	\$ 221.77	\$ 0.23
Specific ownership taxes	16.00	5.54	10.46
Interest income	140,000.00	99,747.10	40,252.90
Transfers from CIC MD No. 11	73,158.00	2,270.62	70,887.38
Total Revenue	<u>213,396.00</u>	<u>102,245.03</u>	<u>111,150.97</u>
Expenditures			
County Treasurer's Fee	3.00	3.33	(0.33)
Paying agent fees	4,000.00	-	4,000.00
Contingency	997.00	-	997.00
Total Expenditures	<u>5,000.00</u>	<u>3.33</u>	<u>4,996.67</u>
Net Change in Fund Balances	208,396.00	102,241.70	106,154.30
Fund Balance - Beginning	4,196,796.00	4,214,298.50	(17,502.50)
Fund Balance - Ending	<u>\$ 4,405,192.00</u>	<u>\$ 4,316,540.20</u>	<u>\$ 88,651.80</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

Colorado International Center MD No. 7
Capital Projects Fund Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending June 30, 2024

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Interest income	\$ 497,464.00	\$ 594,139.22	\$ (96,675.22)
Total Revenue	<u>497,464.00</u>	<u>594,139.22</u>	<u>(96,675.22)</u>
Expenditures			
Accounting	37,100.00	12,870.97	24,229.03
District management	19,000.00	5,345.62	13,654.38
Legal	15,000.00	10,011.01	4,988.99
Landscaping	55,000.00	-	55,000.00
Construction Management	460,000.00	240,200.00	219,800.00
Grading/Earthwork	750,000.00	485,945.42	264,054.58
Erosion Control	150,000.00	116,234.94	33,765.06
Streets	1,000,000.00	139,065.78	860,934.22
Storm drainage	1,000,000.00	3,498,544.50	(2,498,544.50)
Engineering	300,000.00	50,025.00	249,975.00
Water - non utilities	-	100,752.46	(100,752.46)
Capital outlay	22,090,707.00	-	22,090,707.00
Total Expenditures	<u>25,876,807.00</u>	<u>4,658,995.70</u>	<u>21,217,811.30</u>
Net Change in Fund Balances	(25,379,343.00)	(4,064,856.48)	(21,314,486.52)
Fund Balance - Beginning	25,379,343.00	25,042,674.81	336,668.19
Fund Balance - Ending	<u>\$ -</u>	<u>\$ 20,977,818.33</u>	<u>\$ (20,977,818.33)</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 7
Schedule of Cash Position
June 30, 2024
Updated as of July 29, 2024

	<u>General Fund</u>	<u>Debt Service Fund</u>	<u>Capital Projects Fund</u>	<u>Total</u>
<u>1st Bank</u>				
Balance as of 06/30/24	10,150.65	2,578.42	6,639.08	19,368.15
Subsequent activities:				
07/01/24 Requisition #29	-	-	664,250.55	664,250.55
07/03/24 Bill.com Payables	(7,343.69)	-	(664,250.55)	(671,594.24)
07/10/24 Ptax collection - June	0.26	0.88	-	1.14
Anticipated activities:				
Transfer from CIC 11	436.79	417.09	-	853.88
Requisition #30	-	-	477,398.19	477,398.19
Bill.com Payables	(1,699.65)	-	(477,398.19)	(479,097.84)
Due to 64th Ave. Regional Authority	(95.51)	-	-	(95.51)
Anticipated Balance	<u>1,448.85</u>	<u>2,996.39</u>	<u>6,639.08</u>	<u>11,084.32</u>
<u>UMB Account</u>				
<u>2021 Project Fund - 157039.3</u>				
Balance as of 06/30/24	-	-	22,322,635.25	22,322,635.25
Subsequent activities:				
07/01/24 Requisition No. 29	-	-	(664,250.55)	(664,250.55)
Anticipated activities:				
Requisition #30	-	-	(477,398.19)	(477,398.19)
Anticipated Balance	<u>-</u>	<u>-</u>	<u>21,180,986.51</u>	<u>21,180,986.51</u>
Totals	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 21,180,986.51</u>	<u>\$ 21,180,986.51</u>
<u>UMB Account</u>				
<u>2021 Project Fund Surplus - 157039.5</u>				
Balance as of 06/30/24	-	4,321,542.89	-	4,321,542.89
Subsequent activities:				
Anticipated Balance	<u>-</u>	<u>4,321,542.89</u>	<u>-</u>	<u>4,321,542.89</u>
Totals	<u>\$ 1,448.85</u>	<u>\$ 4,324,539.28</u>	<u>\$ 21,187,625.59</u>	<u>\$ 4,321,542.89</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 7
Property Taxes Reconciliation
2024

	Current Year							% of Total Property Taxes Received	
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Due to County	Net Amount Received	Monthly	Y-T-D
	January	\$ -	\$ -	\$ 1.40	\$ -	\$ -	\$ -	\$ 1.40	0.00%
February	-	-	1.19	-	-	-	\$ 1.19	0.00%	0.00%
March	285.71	-	1.18	-	(4.29)	-	\$ 282.60	99.90%	99.90%
April	-	-	1.13	-	-	-	\$ 1.13	0.00%	99.90%
May	-	-	1.09	-	-	-	\$ 1.09	0.00%	99.90%
June	-	-	1.14	-	-	-	\$ 1.14	0.00%	99.90%
July							\$ -	0.00%	99.90%
August							\$ -	0.00%	99.90%
September							\$ -	0.00%	99.90%
October							\$ -	0.00%	99.90%
November							\$ -	0.00%	99.90%
December							\$ -	0.00%	99.90%
Total	\$ 285.71	\$ -	\$ 7.13	\$ -	\$ (4.29)	\$ -	\$ 288.55	99.90%	99.90%

Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
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Property Tax

General Fund	\$	32	11.19%	31.97	99.91%
64th Ave Regional Improvement		32	11.19%	31.97	99.91%
Debt Service Fund		222	77.62%	221.77	99.90%
Total	\$	286	100%	285.71	

Specific Ownership Tax

General Fund	\$	2	22.38%	1.60	80.00%
Debt Service Fund		16	77.62%	5.53	34.56%
Total	\$	18	100%	7.13	

Treasurer's Fees

General Fund	\$	0.50	11.19%	0.48	96.00%
64th Ave Regional Improvement	\$	0.50	11.19%	0.48	96.00%
Debt Service fund		3	77.62%	3.33	111.00%
Total	\$	4	100%	4.29	

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

**COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 7
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

Colorado International Center Metropolitan District No. 7 (the "District"), a quasi-municipal corporation, is governed pursuant to provisions of the Colorado Special District Act. The District's service area is located in Adams County, Colorado. Concurrently with the formation of the District, the City of Aurora (the "City") approved the formation of Aurora High Point at DIA Metropolitan District (the "Management District") and Colorado International Center Metropolitan District Nos. 3, 4, 5, 6, 8, 9, 10 and 11, (together with the District, the "Taxing Districts") (collectively, the "Aurora High Point Districts"). The District was established to provide public streets, traffic and safety, water, sewer, park and recreation, television relay and translation, and mosquito control facilities and improvements for the use and benefit of the inhabitants and taxpayers of the District.

In October 2021, the District and Colorado International Center Metropolitan District No. 11 ("District No. 11") terminated their Facilities Funding, Construction and Operations Agreement with the Management District and, together with District No. 11, began operating independently from the other Aurora High Point Districts.

On November 2, 2004, the District's voters authorized total general obligation indebtedness of \$4,820,000,000 for the above listed facilities and powers. On May 3, 2016, the District's voters authorized total general obligation indebtedness of an additional \$6,000,000,000 for the above listed facilities and powers, but the District's service plan limits the total debt issuance to \$400,000,000, with a maximum debt mill levy of 50.000 mills.

On April 7, 2020, and as amended on July 28, 2020, the District, along with Colorado International Center Metropolitan District Nos. 6 and 8-11 (collectively, the CIC Districts), HM Metropolitan District No. 2 (HM), and Velocity Metropolitan District Nos. 4-6 (Velocity) formed the 64th Ave. ARI Authority (the Authority) pursuant to the Amended and Restated 64th Ave. ARI Authority Establishment Agreement (collectively, the 64th Authority Districts) in order to provide for the financing, construction, and operation of 64th Ave. from E-470 to Jackson Gap (the 64th Ave. Regional Improvements).

The District has no employees and all administrative functions are contracted.

The District prepares its budget on the modified accrual basis of accounting, in accordance with the requirements of Colorado Revised Statutes C.R.S. 29-1-105 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

**COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 7
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenue and Expenditures

Property Taxes

Property taxes are levied by the District’s Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or, if in equal installments, at the taxpayer’s election, in February and June. Delinquent taxpayers are notified in August and generally sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

For property tax collection year 2024, SB22-238 and SB23B-001 set the assessment rates and actual value reductions as follows:

Category	Rate		Category	Rate		Actual Value Reduction	Amount
Single-Family Residential	6.70%		Agricultural Land	26.40%		Single-Family Residential	\$55,000
Multi-Family Residential	6.70%		Renewable Energy Land	26.40%		Multi-Family Residential	\$55,000
Commercial	27.90%		Vacant Land	27.90%		Commercial	\$30,000
Industrial	27.90%		Personal Property	27.90%		Industrial	\$30,000
Lodging	27.90%		State Assessed	27.90%		Lodging	\$30,000
			Oil & Gas Production	87.50%			

Specific Ownership Taxes

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District’s share will be equal to approximately 7% of the property taxes collected.

ARI Mill Levy

Per the 64th Authority Districts’ Service Plans and the Establishment Agreement described above, the 64th Authority Districts are obligated to impose the Aurora Regional Improvements Mill Levy (ARI Mill Levy) beginning in 2021 in the amount of 5.000 mills, subject to changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut, or abatement. The CIC Districts shall commit a portion of the revenue from their ARI Mill Levy to the Authority to fund ownership, operation, and maintenance of the 64th Ave. Regional Improvements. The first \$75,000 (adjusted by 1% per year beginning in 2021) (Target Annual Operating Funds) will be used to fund the Authority’s operating account. Per a cost sharing agreement, the CIC Districts are responsible for providing 50% of the Target Annual Operating Funds amount.

**COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 7
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenue and Expenditures - Continued

Transfers from District No. 11

District No. 11 will transfer all property taxes collected to the District pursuant to a capital pledge agreement with the District to repay bonds issued by the District.

Debt and Leases

Series 2021 Bonds

In November 2021, the District issued Limited Tax General Obligation Convertible Capital Appreciation Bonds, Series 2021 (the Bonds). Prior to the Conversion Date (which is December 1, 2027), the Bonds shall pay no current interest, and shall accrete in value at an accretion rate of 5.25%, compounding semi-annually on each June 1 and December 1, commencing December 1, 2021. On the Conversion Date, the bonds shall bear an interest rate of 5.25%, payable semiannually on June 1 and December 1 of each year, commencing June 1, 2028. The bonds carried an original principal amount of \$40,115,854, and will carry a principal amount of \$54,960,000 after the Conversion Date.

Developer Advances

In addition, the District has also issued developer advances, which are not general obligation debt. As of December 31, 2023, the District has \$106,810 in outstanding developer advances and accrued interest at 8% per annum. Repayment of advances and accrued interest is subject to annual appropriation if and when eligible funds become available. It is anticipated that the developer advances will be repaid using proceeds from the Bonds. See below for the anticipated developer advance activity.

	Balance 12/31/2021	Additions*	Deletions*	Balance 12/31/2022*	Additions*	Deletions*	Balance 12/31/2023*
Developer Advances							
Operations	\$ 4,838	\$ 40,000	\$ -	\$ 44,838	\$ 45,000	\$ -	\$ 89,838
Accrued Interest	6,198	3,587	-	9,785	7,187	-	16,972
	\$ 11,036	\$ 43,587	\$ -	\$ 54,623	\$ 52,187	\$ -	\$ 106,810
	* Estimated						

The District has no operating or capital leases.

Reserves

Emergency Reserve

TABOR required local governments to establish Emergency Reserves. These reserves must be at least 3% of fiscal year spending. Since substantially all TABOR related funds received by the District are transferred to the Management District, which pays for all the District's operations and maintenance costs, an Emergency Reserve is not reflected in the District's budget. It is reflected in the Emergency Reserve of the Management District.

**COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 7
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY**

**\$40,115,854 (Value at Issuance)
\$54,960,000 (Value at Conversion Date)
Limited Tax General Obligation
Convertible Capital Appreciation Bonds
Series 2021**

**Converting to Current Interest Bonds on December 1, 2027
Dated October 11, 2021**

Initial Accretion Rate of 5.25%

**Converting to Interest Rate of 5.25% on December 1, 2027
Due June 1 and December 1
Principal Due December 1**

Year	Issue Amount	Accreted Amount	Total Value at Maturity	Interest Rate from Conversion Date	Current Interest after Conversion Date	2021 Bonds Debt Service
2021	-	-	-		-	-
2022	-	-	-		-	-
2023	-	-	-		-	-
2024	-	-	-		-	-
2025	-	-	-		-	-
2026	-	-	-		-	-
2027	-	-	-		-	-
2028	-	-	-	5.25%	2,885,400	2,885,400
2029	-	-	-	5.25%	2,885,400	2,885,400
2030	208,024.35	76,975.65	285,000.00	5.25%	2,885,400	3,170,400
2031	748,157.75	276,842.25	1,025,000.00	5.25%	2,870,438	3,895,438
2032	843,046.05	311,953.95	1,155,000.00	5.25%	2,816,625	3,971,625
2033	886,840.65	328,159.35	1,215,000.00	5.25%	2,755,988	3,970,988
2034	992,677.60	367,322.40	1,360,000.00	5.25%	2,692,200	4,052,200
2035	1,043,771.30	386,228.70	1,430,000.00	5.25%	2,620,800	4,050,800
2036	1,160,556.90	429,443.10	1,590,000.00	5.25%	2,545,725	4,135,725
2037	1,218,949.70	451,050.30	1,670,000.00	5.25%	2,462,250	4,132,250
2038	1,343,034.40	496,965.60	1,840,000.00	5.25%	2,374,575	4,214,575
2039	1,416,025.40	523,974.60	1,940,000.00	5.25%	2,277,975	4,217,975
2040	1,551,058.75	573,941.25	2,125,000.00	5.25%	2,176,125	4,301,125
2041	1,631,348.85	603,651.15	2,235,000.00	5.25%	2,064,563	4,299,563
2042	1,780,980.40	659,019.60	2,440,000.00	5.25%	1,947,225	4,387,225
2043	1,872,219.15	692,780.85	2,565,000.00	5.25%	1,819,125	4,384,125
2044	2,036,448.90	753,551.10	2,790,000.00	5.25%	1,684,463	4,474,463
2045	2,142,285.85	792,714.15	2,935,000.00	5.25%	1,537,988	4,472,988
2046	2,321,113.80	858,886.20	3,180,000.00	5.25%	1,383,900	4,563,900
2047	2,441,548.95	903,451.05	3,345,000.00	5.25%	1,216,950	4,561,950
2048	2,638,624.65	976,375.35	3,615,000.00	5.25%	1,041,338	4,656,338
2049	2,777,307.55	1,027,692.45	3,805,000.00	5.25%	851,550	4,656,550
2050	2,988,981.45	1,106,018.55	4,095,000.00	5.25%	651,788	4,746,788
2051	6,072,851.20	2,247,148.80	8,320,000.00	5.25%	436,800	8,756,800
2052						
2053						
2054						
2055						
2056						
2057						
2058						
2059						
2060						
2061						
	40,115,853.60	14,844,146.40	54,960,000.00		48,884,588	103,844,588

COLORADO INTERNATIONAL CENTER NO. 11

FINANCIAL STATEMENTS

JUNE 30, 2024

Colorado International Center MD No. 11
Balance Sheet - Governmental Funds
June 30, 2024

	General	Debt Service	Total
Assets			
Checking Account	\$ 237.66	\$ -	\$ 237.66
Receivable from County Treasurer	417.10	417.09	834.19
Total Assets	\$ 654.76	\$ 417.09	\$ 1,071.85
Liabilities			
Accounts Payable	\$ -	\$ -	\$ -
Due to CIC7	436.80	417.09	853.89
Due to the 64th Ave. Regional Authority	217.96	-	217.96
Total Liabilities	654.76	417.09	1,071.85
Liabilities and Fund Balances	\$ 654.76	\$ 417.09	\$ 1,071.85

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

Colorado International Center MD No. 11
General Fund Statement of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending June 30, 2024

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Property taxes	\$ 69,344.00	\$ 176.28	\$ 69,167.72
ARI - Aurora Regional Improvement Tax	69,344.00	176.28	69,167.72
Specific ownership taxes	4,854.00	2,096.98	2,757.02
Other revenue	958.00	1,710.75	(752.75)
Total Revenue	<u>144,500.00</u>	<u>4,160.29</u>	<u>140,339.71</u>
Expenditures			
County Treasurer's Fee	1,040.00	2.64	1,037.36
County Treasurer's fee - ARI	1,040.00	2.64	1,037.36
Transfer to CIC7	73,158.00	4,040.53	69,117.47
Transfer to 64th Ave. Regional Authority	68,304.00	173.63	68,130.37
Contingency	958.00	-	958.00
Total Expenditures	<u>144,500.00</u>	<u>4,219.44</u>	<u>140,280.56</u>
Net Change in Fund Balances	-	(59.15)	59.15
Fund Balance - Beginning	-	59.15	(59.15)
Fund Balance - Ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

SUPPLEMENTARY INFORMATION

Colorado International Center MD No. 11
Debt Service Fund Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending June 30, 2024

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Property taxes	\$ 69,344.00	\$ 176.29	\$ 69,167.71
Specific ownership taxes	4,854.00	2,096.98	2,757.02
Other revenue	802.00	-	802.00
Total Revenue	<u>75,000.00</u>	<u>2,273.27</u>	<u>72,726.73</u>
Expenditures			
County Treasurer's Fee	1,040.00	2.65	1,037.35
Transfer to CIC7	73,158.00	2,270.62	70,887.38
Contingency	802.00	-	802.00
Total Expenditures	<u>75,000.00</u>	<u>2,273.27</u>	<u>72,726.73</u>
Fund Balance - Beginning	-	-	-
Fund Balance - Ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 11
Schedule of Cash Position
June 30, 2024
Updated as of July 29, 2024

	General Fund	Debt Service Fund	Total
<u>1st Bank</u>			
Balance as of 06/30/24	\$ 237.66	\$ -	\$ 237.66
Subsequent activities:			
07/10/24 Ptax collection - June	417.10	417.09	834.19
<i>Anticipated activities:</i>			-
<i>Transfer to CIC7</i>	<i>(436.79)</i>	<i>(417.09)</i>	<i>(853.88)</i>
<i>Due to 64th Ave.</i>	<i>(217.97)</i>	<i>-</i>	<i>(217.97)</i>
Totals	\$ -	\$ -	\$ 853.88

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 11
Property Taxes Reconciliation
2024

Current Year												
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Senate Bill Reimbursement	Specific Ownership Taxes	Interest	Treasurer's Fees	Due to County	Net Amount Received	% of Total Property Taxes Received		% of Total Property Taxes Received 2023	
									Monthly	Y-T-D	Monthly	Y-T-D
January	\$ -	\$ -	\$ -	\$ 0.31	\$ -	\$ -	\$ -	\$ 0.31	0.00%	0.00%	0.00%	0.00%
February	-	-	-	867.05	-	-	-	867.05	0.00%	0.00%	0.00%	0.00%
March	525.57	-	-	863.75	-	(7.88)	-	1,381.44	0.25%	0.25%	1.14%	1.14%
April	-	-	1,736.80	828.17	-	(26.05)	-	2,538.92	0.00%	0.25%	99.32%	100.46%
May	3.28	-	-	800.49	-	(0.05)	-	803.72	0.00%	0.25%	0.00%	100.46%
June	-	-	-	834.19	-	-	-	834.19	0.00%	0.25%	0.00%	100.46%
July								-	0.00%	0.25%	0.00%	100.46%
August								-	0.00%	0.25%	0.00%	100.46%
September								-	0.00%	0.25%	0.00%	100.46%
October								-	0.00%	0.25%	0.00%	100.46%
November								-	0.00%	0.25%	0.00%	100.46%
December								-	0.00%	0.25%	0.00%	100.46%
	\$ 528.85	\$ -	\$ 1,736.80	\$ 4,193.96	\$ -	\$ (33.98)	\$ -	\$ 6,425.63	0.25%	0.25%	100.46%	100.46%

Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
--------------	-------------	--------------------------	------------------------------

Property Tax

General Fund	\$ 69,344	33.33%	176.28	0.25%
Aurora Regional Improvement	69,344	33.33%	176.28	0.25%
Debt Service Fund	69,344	33.33%	176.28	0.25%
Total	\$ 208,032	100%	528.84	

Senate Bill Reimbursement

General Fund	\$ -	N/A	1,736.80	N/A
Total	\$ -	N/A	1,736.80	

Specific Ownership Tax

General Fund	\$ 4,854	50.00%	2,096.98	43.20%
Debt Service Fund	4,854	50.00%	2,096.98	43.20%
Total	\$ 9,708	100%	4,193.96	

Treasurer's Fees

General Fund	\$ 1,040	33.33%	2.64	0.25%
Aurora Regional Improvement	\$ 1,040	33.33%	2.64	0.25%
Debt Service fund	1,040	33.33%	2.64	0.25%
Senate Bill Reimbursement	-	N/A	26.05	N/A
Total	\$ 3,120	100%	33.98	

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

**COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 11
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

Colorado International Center Metropolitan District No. 11 (the "District"), a quasi-municipal corporation, is governed pursuant to provisions of the Colorado Special District Act. The District's service area is located in Adams County, Colorado. Concurrently with the formation of the District, the City of Aurora (the "City") approved the formation of Aurora High Point at DIA Metropolitan District (the "Management District") and Colorado International Center Metropolitan District Nos. 3, 4, 5, 6, 7, 8, 9, and 10, (together with the District, the "Taxing Districts") (collectively, the "Aurora High Point Districts"). The District was established to provide public streets, traffic and safety, water, sewer, park and recreation, television relay and translation, and mosquito control facilities and improvements for the use and benefit of the inhabitants and taxpayers of the District.

In October 2021, the District and Colorado International Center Metropolitan District No. 7 ("District No. 7") terminated their Facilities Funding, Construction and Operations Agreement with the Management District and, together with District No. 7, began operating independently from the other Aurora High Point Districts.

On November 2, 2004, the District's voters authorized total general obligation indebtedness of \$4,820,000,000 for the above listed facilities and powers. On May 3, 2016, the District's voters authorized total general obligation indebtedness of an additional \$6,000,000,000 for the above listed facilities and powers, but the District's service plan limits the total debt issuance to \$400,000,000, with a maximum debt mill levy of 50.000 mills.

On April 7, 2020, and as amended on July 28, 2020, the District, along with Colorado International Center Metropolitan District Nos. 6-10 (collectively, the CIC Districts), HM Metropolitan District No. 2 (HM), and Velocity Metropolitan District Nos. 4-6 (Velocity) formed the 64th Ave. ARI Authority (the Authority) pursuant to the Amended and Restated 64th Ave. ARI Authority Establishment Agreement (collectively, the 64th Authority Districts) in order to provide for the financing, construction, and operation of 64th Ave. from E-470 to Jackson Gap (the 64th Ave. Regional Improvements).

The District has no employees and all administrative functions are contracted.

The District prepares its budget on the modified accrual basis of accounting, in accordance with the requirements of Colorado Revised Statutes C.R.S. 29-1-105 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

**COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 11
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues

Property Taxes

Property taxes are levied by the District’s Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or, if in equal installments, at the taxpayer’s election, in February and June. Delinquent taxpayers are notified in August and generally sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

For property tax collection year 2024, SB22-238 and SB23B-001 set the assessment rates and actual value reductions as follows:

Category	Rate		Category	Rate		Actual Value Reduction	Amount
Single-Family Residential	6.70%		Agricultural Land	26.40%		Single-Family Residential	\$55,000
Multi-Family Residential	6.70%		Renewable Energy Land	26.40%		Multi-Family Residential	\$55,000
Commercial	27.90%		Vacant Land	27.90%		Commercial	\$30,000
Industrial	27.90%		Personal Property	27.90%		Industrial	\$30,000
Lodging	27.90%		State Assessed	27.90%		Lodging	\$30,000
			Oil & Gas Production	87.50%			

Specific Ownership Taxes

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District’s share will be equal to approximately 7% of the property taxes collected.

ARI Mill Levy

Per the 64th Authority Districts’ Service Plans and the Establishment Agreement described above, the 64th Authority Districts are obligated to impose the Aurora Regional Improvements Mill Levy (ARI Mill Levy) beginning in 2021 in the amount of 5.000 mills, subject to changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut, or abatement. The CIC Districts shall commit a portion of the revenue from their ARI Mill Levy to the Authority to fund ownership, operation, and maintenance of the 64th Ave. Regional Improvements. The first \$75,000 (adjusted by 1% per year beginning in 2021) (Target Annual Operating Funds) will be used to fund the Authority’s operating account. Per a cost sharing agreement, the CIC Districts are responsible for providing 50% of the Target Annual Operating Funds amount.

**COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 11
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Expenditures

Transfers to District No. 7

The District will transfer property taxes collected to District No. 7 pursuant to a capital pledge agreement with District No. 7 to repay for bonds issued by District No. 7.

Aurora Regional Improvements

The District will distribute all revenues collected from the ARI mill levy, less treasurer's fees, for payment toward regional improvements.

Capital Improvements

Anticipated capital improvements are detailed on the Capital Projects Fund page of the budget. Per the Amended and Restated Establishment Agreement the CIC Districts have agreed to fund a maximum of \$5,385,478 to be paid to the Authority for construction of the 64th Ave. Regional Improvements.

Debt and Leases

Developer Advances

The District's debt is comprised of developer advances, which are not general obligation debt. As of December 31, 2022, the District has \$11,423 in outstanding developer advances and accrued interest at 8% per annum. Repayment of advances and accrued interest is subject to annual appropriation if and when eligible funds become available. See below for the anticipated activity for developer advances.

The District has no general obligation debt, nor operating or capital leases.

Reserves

Emergency Reserve

TABOR required local governments to establish Emergency Reserves. These reserves must be at least 3% of fiscal year spending. Since it is the intention substantially all TABOR related funds received by the District are transferred to the Management District, which pays for all the District's operations and maintenance costs, an Emergency Reserve is not reflected in the District's budget. It is reflected in the Emergency Reserve of the Management District.

Ken Musso
ASSESSOR



Assessor's Office
4430 South Adams County Parkway
2nd Floor, Suite C2100
Brighton, CO 80601-8201
PHONE 720.523.6038
FAX 720.523.6037
www.adcogov.org

August 23, 2024

AUG 27 2024

COLO INTERNATIONAL CENTER METRO DISTRICT 7
SPECIAL DISTRICT MANAGEMENT SERVICES INC
Attn: DAVID SOLIN
141 UNION BLVD STE 150
LAKEWOOD CO 80228-1898

To DAVID SOLIN:

Enclosed is the 2024 preliminary valuation. This valuation along with all other statutory requirements is on the enclosed form. A final certification of value will be sent out on or before December 10, 2024.

This value is subject to change by the County Board of Equalization, Board of Assessment Appeals and the State Board of Equalization as provided by law.

Sincerely,

A handwritten signature in black ink, appearing to be 'KM' followed by a flourish.

Ken Musso
Adams County Assessor
KM/rmb

CERTIFICATION OF VALUATION BY ADAMS COUNTY ASSESSOR

Name of Jurisdiction: **259 - COLO INTERNATIONAL CENTER METRO DISTRICT**

IN ADAMS COUNTY ON 8/23/2024

New Entity: No

USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATIONS (5.5% LIMIT) ONLY

IN ACCORDANCE WITH 39-5-121(2)(a) AND 39-5-128(1), C.R.S. AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2024 IN ADAMS COUNTY, COLORADO

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$5,780
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: *	\$5,780
3. LESS TIF DISTRICT INCREMENT, IF ANY:	\$0
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$5,780
5. NEW CONSTRUCTION: **	\$0
6. INCREASED PRODUCTION OF PRODUCING MINES: #	\$0
7. ANNEXATIONS/INCLUSIONS:	\$0
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: #	\$0
9. NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD ## OR LAND (29-1-301(1)(b) C.R.S.):	\$0
10. TAXES COLLECTED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1))(a) C.R.S.):	\$0.00
11. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a) C.R.S.) and (39-10-114(1)(a)(I)(B) C.R.S.):	\$0.00

* This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec.20(8)(b), Colo.

** New construction is defined as: Taxable real property structures and the personal property connected with the structure.

Jurisdiction must submit respective certifications (Forms DLG 52 AND 52A) to the Division of Local Government in order for the values to be treated as growth in the limit calculation.

Jurisdiction must apply (Forms DLG 52B) to the Division of Local Government before the value can be treated as growth in the limit calculation.

USE FOR 'TABOR' LOCAL GROWTH CALCULATIONS ONLY

IN ACCORDANCE WITH THE PROVISION OF ARTICLE X, SECTION 20, COLO CONST, AND 39-5-121(2)(b), C.R.S. THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2024 IN ADAMS COUNTY, COLORADO ON AUGUST 25, 2024

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: @	\$21,899
ADDITIONS TO TAXABLE REAL PROPERTY:	
2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: !	\$0
3. ANNEXATIONS/INCLUSIONS:	\$0
4. INCREASED MINING PRODUCTION: %	\$0
5. PREVIOUSLY EXEMPT PROPERTY:	\$0
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	\$0
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT:	\$0
(If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.)	
DELETIONS FROM TAXABLE REAL PROPERTY:	
8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	\$0
9. DISCONNECTIONS/EXCLUSION:	\$0
10. PREVIOUSLY TAXABLE PROPERTY:	\$0

@ This includes the actual value of all taxable real property plus the actual value of religious, private schools, and charitable real property.

! Construction is defined as newly constructed taxable real property structures.

% Includes production from new mines and increases in production of existing producing mines.

IN ACCORDANCE WITH 39-5-128(1), C.R.S. AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS: 1. TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY: _____

\$0

NOTE: All levies must be Certified to the Board of County Commissioners NO LATER THAN DECEMBER 15, 2024

IN ACCORDANCE WITH 39-5-128(1.5) C.R.S. THE ASSESSOR PROVIDES:

HB21-1312 ASSESSED VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): ** _____

** The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119 f(3). C.R.S.

Data Date: 8/21/2024

COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 7

ANNUAL BUDGET

FOR THE YEAR ENDING DECEMBER 31, 2025

**COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 7
SUMMARY
2025 BUDGET
WITH 2023 ACTUAL AND 2024 ESTIMATED
For the Years Ended and Ending December 31,**

9/21/24

	ACTUAL 2023	BUDGET 2024	ACTUAL 6/30/2024	ESTIMATED 2024	BUDGET 2025
BEGINNING FUND BALANCES	\$ 35,607,691	\$ 29,576,139	\$ 29,248,204	\$ 29,248,204	\$ 22,560,342
REVENUES					
Property taxes	489	254	254	254	254
ARI - Aurora Regional Improvement Tax	65	32	32	32	32
Specific ownership taxes	45	18	8	18	18
Interest Income	1,494,513	637,464	693,886	1,180,000	687,761
Developer advance	66,856	-	31,564	31,564	-
Transfers from CIC MD No. 11	48	146,316	6,310	151,200	417,024
Total revenues	<u>1,562,016</u>	<u>784,084</u>	<u>732,054</u>	<u>1,363,068</u>	<u>1,105,089</u>
Total funds available	<u>37,169,707</u>	<u>30,360,223</u>	<u>29,980,258</u>	<u>30,611,272</u>	<u>23,665,431</u>
EXPENDITURES					
General Fund	56,836	65,000	26,050	50,221	221,500
Debt Service Fund	4,006	5,000	3	4,003	5,000
Capital Projects Fund	7,860,661	25,876,807	4,658,996	7,996,706	18,583,731
Total expenditures	<u>7,921,503</u>	<u>25,946,807</u>	<u>4,685,049</u>	<u>8,050,930</u>	<u>18,810,231</u>
Total expenditures and transfers out requiring appropriation	<u>7,921,503</u>	<u>25,946,807</u>	<u>4,685,049</u>	<u>8,050,930</u>	<u>18,810,231</u>
ENDING FUND BALANCES	<u>\$ 29,248,204</u>	<u>\$ 4,413,416</u>	<u>\$ 25,295,209</u>	<u>\$ 22,560,342</u>	<u>\$ 4,855,200</u>
EMERGENCY RESERVE	\$ 100	\$ 2,200	\$ 200	\$ 2,400	\$ 6,300
AVAILABLE FOR OPERATIONS	(8,871)	6,024	649	48,280	31,458
TOTAL RESERVE	<u>\$ (8,771)</u>	<u>\$ 8,224</u>	<u>\$ 849</u>	<u>\$ 50,680</u>	<u>\$ 37,758</u>

COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 7
PROPERTY TAX SUMMARY INFORMATION
2025 BUDGET
WITH 2023 ACTUAL AND 2024 ESTIMATED
For the Years Ended and Ending December 31,

9/21/24

	ACTUAL 2023	BUDGET 2024	ACTUAL 6/30/2024	ESTIMATED 2024	BUDGET 2025
ASSESSED VALUATION					
Agricultural	5,830	5,780	5,780	5,780	5,780
	5,830	5,780	5,780	5,780	5,780
Certified Assessed Value	\$ 5,830	\$ 5,780	\$ 5,780	\$ 5,780	\$ 5,780
MILL LEVY					
General	5.492	5.492	5.492	5.492	5.492
Debt Service	36.029	38.447	38.447	38.447	38.447
ARI	5.492	5.492	5.492	5.492	5.492
Total mill levy	47.013	49.431	49.431	49.431	49.431
PROPERTY TAXES					
General	\$ 32	\$ 32	\$ 32	\$ 32	\$ 32
Debt Service	210	222	222	222	222
ARI	32	32	32	32	32
Levied property taxes	274	286	286	286	286
Adjustments to actual/rounding	280	-	-	-	-
Budgeted property taxes	\$ 554	\$ 286	\$ 286	\$ 286	\$ 286
BUDGETED PROPERTY TAXES					
General	\$ 65	\$ 32	\$ 32	\$ 32	\$ 32
Debt Service	425	222	222	222	222
ARI	65	32	32	32	32
	\$ 554	\$ 286	\$ 286	\$ 286	\$ 286

No assurance provided. See summary of significant assumptions.

COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 7
GENERAL FUND
2025 BUDGET
WITH 2023 ACTUAL AND 2024 ESTIMATED
For the Years Ended and Ending December 31,

9/21/24

	ACTUAL 2023	BUDGET 2024	ACTUAL 6/30/2024	ESTIMATED 2024	BUDGET 2025
BEGINNING FUND BALANCES	\$ (18,930)	\$ -	\$ (8,771)	\$ (8,771)	\$ 50,680
REVENUES					
Property taxes	65	32	32	32	32
ARI - Aurora Regional Improvement Tax	65	32	32	32	32
Specific ownership taxes	9	2	2	2	2
Developer advance	66,856	-	31,564	31,564	-
Transfers from CIC MD No. 11	-	73,158	4,040	78,042	208,512
Total revenues	<u>66,995</u>	<u>73,224</u>	<u>35,670</u>	<u>109,672</u>	<u>208,578</u>
Total funds available	<u>48,065</u>	<u>73,224</u>	<u>26,899</u>	<u>100,901</u>	<u>259,258</u>
EXPENDITURES					
General and administrative					
Accounting	14,103	15,900	8,581	17,162	18,400
Auditing	5,100	6,000	-	5,350	6,500
Transfer to ARI 64th Authority	64	32	31	32	32
County Treasurer's Fee	1	1	-	1	1
Dues and Membership	515	6,000	544	544	1,500
Insurance	5,592	6,000	5,842	5,842	6,500
District management	10,204	12,000	3,564	7,128	8,000
Legal	20,283	14,000	6,674	13,348	14,400
Miscellaneous	346	500	814	814	1,000
Election	628	-	-	-	1,500
Repay developer advance	-	-	-	-	123,258
Developer advance - interest expense	-	-	-	-	31,500
Contingency	-	4,567	-	-	8,909
Total expenditures	<u>56,836</u>	<u>65,000</u>	<u>26,050</u>	<u>50,221</u>	<u>221,500</u>
Total expenditures and transfers out requiring appropriation	<u>56,836</u>	<u>65,000</u>	<u>26,050</u>	<u>50,221</u>	<u>221,500</u>
ENDING FUND BALANCES	<u>\$ (8,771)</u>	<u>\$ 8,224</u>	<u>\$ 849</u>	<u>\$ 50,680</u>	<u>\$ 37,758</u>
EMERGENCY RESERVE	\$ 100	\$ 2,200	\$ 200	\$ 2,400	\$ 6,300
AVAILABLE FOR OPERATIONS	(8,871)	6,024	649	48,280	31,458
TOTAL RESERVE	<u>\$ (8,771)</u>	<u>\$ 8,224</u>	<u>\$ 849</u>	<u>\$ 50,680</u>	<u>\$ 37,758</u>

No assurance provided. See summary of significant assumptions.

COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 7
DEBT SERVICE FUND
2025 BUDGET
WITH 2023 ACTUAL AND 2024 ESTIMATED
For the Years Ended and Ending December 31,

9/21/24

	ACTUAL 2023	BUDGET 2024	ACTUAL 6/30/2024	ESTIMATED 2024	BUDGET 2025
BEGINNING FUND BALANCES	\$ 4,041,672	\$ 4,196,796	\$ 4,214,299	\$ 4,214,299	\$ 4,463,692
REVENUES					
Property taxes	424	222	222	222	222
Specific ownership taxes	36	16	6	16	16
Interest Income	176,125	140,000	99,747	180,000	150,000
Transfers from CIC MD No. 11	48	73,158	2,270	73,158	208,512
Total revenues	<u>176,633</u>	<u>213,396</u>	<u>102,245</u>	<u>253,396</u>	<u>358,750</u>
Total funds available	<u>4,218,305</u>	<u>4,410,192</u>	<u>4,316,544</u>	<u>4,467,695</u>	<u>4,822,442</u>
EXPENDITURES					
General and administrative					
County Treasurer's Fee	6	3	3	3	3
Paying agent fees	4,000	4,000	-	4,000	4,000
Contingency	-	997	-	-	997
Total expenditures	<u>4,006</u>	<u>5,000</u>	<u>3</u>	<u>4,003</u>	<u>5,000</u>
Total expenditures and transfers out requiring appropriation	<u>4,006</u>	<u>5,000</u>	<u>3</u>	<u>4,003</u>	<u>5,000</u>
ENDING FUND BALANCES	<u>\$ 4,214,299</u>	<u>\$ 4,405,192</u>	<u>\$ 4,316,541</u>	<u>\$ 4,463,692</u>	<u>\$ 4,817,442</u>

COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 7
CAPITAL PROJECTS FUND
2025 BUDGET
WITH 2023 ACTUAL AND 2024 ESTIMATED
For the Years Ended and Ending December 31,

9/21/24

	ACTUAL 2023	BUDGET 2024	ACTUAL 6/30/2024	ESTIMATED 2024	BUDGET 2025
BEGINNING FUND BALANCES	\$ 31,584,949	\$ 25,379,343	\$ 25,042,676	\$ 25,042,676	\$ 18,045,970
REVENUES					
Interest Income	1,318,388	497,464	594,139	1,000,000	537,761
Total revenues	<u>1,318,388</u>	<u>497,464</u>	<u>594,139</u>	<u>1,000,000</u>	<u>537,761</u>
Total funds available	<u>32,903,337</u>	<u>25,876,807</u>	<u>25,636,815</u>	<u>26,042,676</u>	<u>18,583,731</u>
EXPENDITURES					
General and Administrative					
Accounting	33,501	37,100	12,871	25,742	27,600
District management	4,168	19,000	5,346	10,692	12,000
Legal	4,108	15,000	10,011	20,022	21,600
Miscellaneous	148,009	-	-	-	-
Landscaping	867	55,000	-	-	5,000
Transfer to ARI 64th Authority	1,815,105	-	-	-	-
Capital Projects					
Water	162,587	-	-	-	-
Streets	2,462,379	1,000,000	139,066	300,000	500,000
Storm drainage	499,882	1,000,000	3,498,545	4,250,000	3,000,000
Engineering	552,461	300,000	50,025	100,050	2,500,000
Water - non utilities	14,073	-	100,752	150,000	175,000
Construction Management	360,000	460,000	240,200	240,200	-
Grading/Earthwork	1,183,732	750,000	485,945	1,000,000	1,500,000
Erosion Control	479,789	150,000	116,235	150,000	500,000
Capital outlay	140,000	22,090,707	-	1,750,000	10,342,531
Total expenditures	<u>7,860,661</u>	<u>25,876,807</u>	<u>4,658,996</u>	<u>7,996,706</u>	<u>18,583,731</u>
Total expenditures and transfers out requiring appropriation	<u>7,860,661</u>	<u>25,876,807</u>	<u>4,658,996</u>	<u>7,996,706</u>	<u>18,583,731</u>
ENDING FUND BALANCES	<u>\$ 25,042,676</u>	<u>\$ -</u>	<u>\$ 20,977,819</u>	<u>\$ 18,045,970</u>	<u>\$ -</u>

No assurance provided. See summary of significant assumptions.

COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 7
2025 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS

Services Provided

Colorado International Center Metropolitan District No. 7 (the “District”), a quasi-municipal corporation, is governed pursuant to provisions of the Colorado Special District Act. The District’s service area is located in Adams County, Colorado. Concurrently with the formation of the District, the City of Aurora (the “City”) approved the formation of Aurora High Point at DIA Metropolitan District (the “Management District”) and Colorado International Center Metropolitan District Nos. 3, 4, 5, 6, 8, 9, 10 and 11, (together with the District, the “Taxing Districts”) (collectively, the “Aurora High Point Districts”). The District was established to provide public streets, traffic and safety, water, sewer, park and recreation, television relay and translation, and mosquito control facilities and improvements for the use and benefit of the inhabitants and taxpayers of the District.

In October 2021, the District and Colorado International Center Metropolitan District No. 11 (“District No. 11”) terminated their Facilities Funding, Construction and Operations Agreement with the Management District and, together with District No. 11, began operating independently from the other Aurora High Point Districts.

On November 2, 2004, the District’s voters authorized total general obligation indebtedness of \$4,820,000,000 for the above listed facilities and powers. On May 3, 2016, the District’s voters authorized total general obligation indebtedness of an additional \$6,000,000,000 for the above listed facilities and powers, but the District’s service plan limits the total debt issuance to \$400,000,000, with a maximum debt mill levy of 50.000 mills.

On April 7, 2020, and as amended on July 28, 2020, the District, along with Colorado International Center Metropolitan District Nos. 6 and 8-11 (collectively, the CIC Districts), HM Metropolitan District No. 2 (HM), and Velocity Metropolitan District Nos. 4-6 (Velocity) formed the 64th Ave. ARI Authority (the Authority) pursuant to the Amended and Restated 64th Ave. ARI Authority Establishment Agreement (collectively, the 64th Authority Districts) in order to provide for the financing, construction, and operation of 64th Ave. from E-470 to Jackson Gap (the 64th Ave. Regional Improvements).

The District has no employees and all administrative functions are contracted.

The District prepares its budget on the modified accrual basis of accounting, in accordance with the requirements of Colorado Revised Statutes C.R.S. 29-1-105 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

**COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 7
2025 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenue and Expenditures

Property Taxes

Property taxes are levied by the District’s Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or, if in equal installments, at the taxpayer’s election, in February and June. Delinquent taxpayers are notified in August and generally sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

For property tax collection year 2025, SB22-238, SB23B-001, SB 24-233, and HB24B-1001 set the assessment rates and actual value reductions as follows:

Category	Rate		Category	Rate	Actual Value Reduction	Amount
Single-Family Residential	6.70%		Agricultural Land	26.40%	Single-Family Residential	\$55,000
Multi-Family Residential	6.70%		Renewable Energy Land	26.40%	Multi-Family Residential	\$55,000
Commercial	27.90%		Vacant Land	27.90%	Commercial	\$30,000
Industrial	27.90%		Personal Property	27.90%	Industrial	\$30,000
Lodging	27.90%		State Assessed	27.90%	Lodging	\$30,000
			Oil & Gas Production	87.50%		

Specific Ownership Taxes

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District’s share will be equal to approximately 7% of the property taxes collected.

ARI Mill Levy

Per the 64th Authority Districts’ Service Plans and the Establishment Agreement described above, the 64th Authority Districts are obligated to impose the Aurora Regional Improvements Mill Levy (ARI Mill Levy) beginning in 2021 in the amount of 5.000 mills, subject to changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut, or abatement. The CIC Districts shall commit a portion of the revenue from their ARI Mill Levy to the Authority to fund ownership, operation, and maintenance of the 64th Ave. Regional Improvements. The first \$75,000 (adjusted by 1% per year beginning in 2021) (Target Annual Operating Funds) will be used to fund the Authority’s operating account. Per a cost sharing agreement, the CIC Districts are responsible for providing 50% of the Target Annual Operating Funds amount.

**COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 7
2025 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenue and Expenditures - Continued

Transfers from District No. 11

District No. 11 will transfer all property taxes collected to the District pursuant to a capital pledge agreement with the District to repay bonds issued by the District.

Debt and Leases

Series 2021 Bonds

In November 2021, the District issued Limited Tax General Obligation Convertible Capital Appreciation Bonds, Series 2021 (the Bonds). Prior to the Conversion Date (which is December 1, 2027), the Bonds shall pay no current interest, and shall accrete in value at an accretion rate of 5.25%, compounding semi-annually on each June 1 and December 1, commencing December 1, 2021. On the Conversion Date, the bonds shall bear an interest rate of 5.25%, payable semiannually on June 1 and December 1 of each year, commencing June 1, 2028. The bonds carried an original principal amount of \$40,115,854, and will carry a principal amount of \$54,960,000 after the Conversion Date.

Developer Advances

In addition, the District has also issued developer advances, which are not general obligation debt. As of December 31, 2023, the District has \$103,502 in outstanding developer advances and accrued interest at 8% per annum. Repayment of advances and accrued interest is subject to annual appropriation if and when eligible funds become available. It is anticipated that the developer advances will be repaid using proceeds from the Bonds. See below for the anticipated developer advance activity.

	Balance at December 31, 2023	Additions	Reductions	Balance at December 31, 2024
Developer Advance - Operating	\$ 91,694	\$ 31,564	\$ -	\$ 123,258
Accrued Interest on:				
Developer Advance - Operating	11,808	9,861	-	21,669
Total Developer Advances Outstanding	\$ 103,502	\$ 41,425	\$ -	\$ 144,927

*Estimated amounts used for 2024

The District has no operating or capital leases.

Reserves

Emergency Reserve

TABOR required local governments to establish Emergency Reserves. These reserves must be at least 3% of fiscal year spending. Since substantially all TABOR related funds received by the District are transferred to the Management District, which pays for all the District's operations and maintenance costs, an Emergency Reserve is not reflected in the District's budget. It is reflected in the Emergency Reserve of the Management District

This information is an integral part of the accompanying budget.

**COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 7
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY**

**\$40,115,854 (Value at Issuance)
\$54,960,000 (Value at Conversion Date)
Limited Tax General Obligation
Convertible Capital Appreciation Bonds
Series 2021**

**Converting to Current Interest Bonds on December 1, 2027
Dated October 11, 2021**

Initial Accretion Rate of 5.25%

**Converting to Interest Rate of 5.25% on December 1, 2027
Due June 1 and December 1
Principal Due December 1**

Year	Issue Amount	Accreted Amount	Total Value at Maturity	Interest Rate from Conversion Date	Current Interest after Conversion Date	2021 Bonds Debt Service
2021	-	-	-		-	-
2022	-	-	-		-	-
2023	-	-	-		-	-
2024	-	-	-		-	-
2025	-	-	-		-	-
2026	-	-	-		-	-
2027	-	-	-		-	-
2028	-	-	-	5.25%	2,885,400	2,885,400
2029	-	-	-	5.25%	2,885,400	2,885,400
2030	208,024.35	76,975.65	285,000.00	5.25%	2,885,400	3,170,400
2031	748,157.75	276,842.25	1,025,000.00	5.25%	2,870,438	3,895,438
2032	843,046.05	311,953.95	1,155,000.00	5.25%	2,816,625	3,971,625
2033	886,840.65	328,159.35	1,215,000.00	5.25%	2,755,988	3,970,988
2034	992,677.60	367,322.40	1,360,000.00	5.25%	2,692,200	4,052,200
2035	1,043,771.30	386,228.70	1,430,000.00	5.25%	2,620,800	4,050,800
2036	1,160,556.90	429,443.10	1,590,000.00	5.25%	2,545,725	4,135,725
2037	1,218,949.70	451,050.30	1,670,000.00	5.25%	2,462,250	4,132,250
2038	1,343,034.40	496,965.60	1,840,000.00	5.25%	2,374,575	4,214,575
2039	1,416,025.40	523,974.60	1,940,000.00	5.25%	2,277,975	4,217,975
2040	1,551,058.75	573,941.25	2,125,000.00	5.25%	2,176,125	4,301,125
2041	1,631,348.85	603,651.15	2,235,000.00	5.25%	2,064,563	4,299,563
2042	1,780,980.40	659,019.60	2,440,000.00	5.25%	1,947,225	4,387,225
2043	1,872,219.15	692,780.85	2,565,000.00	5.25%	1,819,125	4,384,125
2044	2,036,448.90	753,551.10	2,790,000.00	5.25%	1,684,463	4,474,463
2045	2,142,285.85	792,714.15	2,935,000.00	5.25%	1,537,988	4,472,988
2046	2,321,113.80	858,886.20	3,180,000.00	5.25%	1,383,900	4,563,900
2047	2,441,548.95	903,451.05	3,345,000.00	5.25%	1,216,950	4,561,950
2048	2,638,624.65	976,375.35	3,615,000.00	5.25%	1,041,338	4,656,338
2049	2,777,307.55	1,027,692.45	3,805,000.00	5.25%	851,550	4,656,550
2050	2,988,981.45	1,106,018.55	4,095,000.00	5.25%	651,788	4,746,788
2051	6,072,851.20	2,247,148.80	8,320,000.00	5.25%	436,800	8,756,800
2052						
2053						
2054						
2055						
2056						
2057						
2058						
2059						
2060						
2061						
	40,115,853.60	14,844,146.40	54,960,000.00		48,884,588	103,844,588

RESOLUTION NO. 2024-10-__
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 7
TO ADOPT THE 2025 BUDGET AND APPROPRIATE SUMS OF MONEY

WHEREAS, the Board of Directors of the Colorado International Center Metropolitan District No. 7 (“District”) has appointed the District Accountant to prepare and submit a proposed 2025 budget to the Board at the proper time; and

WHEREAS, the District Accountant has submitted a proposed budget to this Board on or before October 15, 2024, for its consideration; and

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on October 18, 2024, and interested electors were given the opportunity to file or register any objections to said proposed budget; and

WHEREAS, the budget has been prepared to comply with all terms, limitations and exemptions, including, but not limited to, reserve transfers and expenditure exemptions, under Article X, Section 20 of the Colorado Constitution ("TABOR") and other laws or obligations which are applicable to or binding upon the District; and

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance, as required by law.

WHEREAS, the Board of Directors of the District has made provisions therein for revenues in an amount equal to or greater than the total proposed expenditures as set forth in said budget; and

WHEREAS, it is not only required by law, but also necessary to appropriate the revenues provided in the budget to and for the purposes described below, as more fully set forth in the budget, including any interfund transfers listed therein, so as not to impair the operations of the District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Colorado International Center Metropolitan District No. 7:

1. That the budget as submitted, amended, and summarized by fund, hereby is approved and adopted as the budget of the Colorado International Center Metropolitan District No. 7 for the 2025 fiscal year.
2. That the budget, as hereby approved and adopted, shall be certified by the Secretary of the District to all appropriate agencies and is made a part of the public records of the District.

3. That the sums set forth as the total expenditures of each fund in the budget attached hereto as **EXHIBIT A** and incorporated herein by reference are hereby appropriated from the revenues of each fund, within each fund, for the purposes stated.

ADOPTED this 18th day of October, 2024.

Secretary

EXHIBIT A
(Budget)

I, David Solin, hereby certify that I am the duly appointed Secretary of the Colorado International Center Metropolitan District No. 7, and that the foregoing is a true and correct copy of the budget for the budget year 2025, duly adopted at a meeting of the Board of Directors of the Colorado International Center Metropolitan District No. 7 held on October 18, 2024.

By: _____
Secretary

RESOLUTION NO. 2024 - 10 - __
A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 7
TO SET MILL LEVIES

WHEREAS, the Board of Directors of the Colorado International Center Metropolitan District No. 7 (“District”) has adopted the 2025 annual budget in accordance with the Local Government Budget Law on October 15, 2024; and

WHEREAS, the adopted budget is attached to the Resolution of the Board of Directors to Adopt the 2025 Budget and Appropriate Sums of Money, and such budget is incorporated herein by this reference; and

WHEREAS, the amount of money necessary to balance the budget for general fund and contractual obligation expenses from property tax revenue is identified in the budget; and

WHEREAS, the amount of money necessary to balance the budget for debt service fund expenses from property tax revenue is identified in the budget; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Colorado International Center Metropolitan District No. 7:

1. That for the purposes of meeting all general fund and contractual obligation expenses of the District during the 2025 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

2. That for the purposes of meeting all debt service fund expenses of the District during the 2025 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

3. That the District Accountant of the District is hereby authorized and directed to immediately certify to the County Commissioners of Adams County, Colorado, the mill levies for the District as set forth in the District’s Certification of Tax Levies (attached hereto as **EXHIBIT A** and incorporated herein by reference), recalculated as needed upon receipt of the final certification of valuation from the County Assessor in order to comply with any applicable revenue and other budgetary limits.

ADOPTED this 18th day of October, 2024.

Secretary

(SEAL)

EXHIBIT A
(Certification of Tax Levies)

I, David Solin, hereby certify that I am the duly appointed Secretary of the Colorado International Center Metropolitan District No. 7, and that the foregoing is a true and correct copy of the Certification of Mill Levies for the budget year 2025, duly adopted at a meeting of the Board of Directors of the Colorado International Center Metropolitan District No. 7 held on October 18, 2024.

Secretary

Ken Musso
ASSESSOR



Assessor's Office
4430 South Adams County Parkway
2nd Floor, Suite C2100
Brighton, CO 80601-8201
PHONE 720.523.6038
FAX 720.523.6037
www.adcogov.org

AUG 27 2024

August 23, 2024

COLO INTERNATIONAL CENTER METRO DISTRICT 11
SPECIAL DISTRICT MANAGEMENT SERVICES INC
Attn: DAVID SOLIN
141 UNION BLVD STE 150
LAKEWOOD CO 80228-1898

To DAVID SOLIN:

Enclosed is the 2024 preliminary valuation. This valuation along with all other statutory requirements is on the enclosed form. A final certification of value will be sent out on or before December 10, 2024.

This value is subject to change by the County Board of Equalization, Board of Assessment Appeals and the State Board of Equalization as provided by law.

Sincerely,

A handwritten signature in black ink, appearing to be "KM" followed by a stylized flourish.

Ken Musso
Adams County Assessor
KM/rmb

CERTIFICATION OF VALUATION BY ADAMS COUNTY ASSESSOR

Name of Jurisdiction: **263 - COLO INTERNATIONAL CENTER METRO DISTRIC**

IN ADAMS COUNTY ON 8/23/2024

New Entity: No

USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATIONS (5.5% LIMIT) ONLY

IN ACCORDANCE WITH 39-5-121(2)(a) AND 39-5-128(1), C.R.S. AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2024 IN ADAMS COUNTY, COLORADO

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$13,335,400
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: *	\$37,993,560
3. LESS TIF DISTRICT INCREMENT, IF ANY:	\$0
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$37,993,560
5. NEW CONSTRUCTION: **	\$987,310
6. INCREASED PRODUCTION OF PRODUCING MINES: #	\$0
7. ANNEXATIONS/INCLUSIONS:	\$0
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: #	\$0
9. NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b) C.R.S.): ##	\$0
10. TAXES COLLECTED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1))(a) C.R.S.):	\$0.00
11. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a) C.R.S.) and (39-10-114(1)(a)(I)(B) C.R.S.):	\$0.00

* This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec.20(8)(b), Colo.

** New construction is defined as: Taxable real property structures and the personal property connected with the structure.

Jurisdiction must submit respective certifications (Forms DLG 52 AND 52A) to the Division of Local Government in order for the values to be treated as growth in the limit calculation.

Jurisdiction must apply (Forms DLG 52B) to the Division of Local Government before the value can be treated as growth in the limit calculation.

USE FOR 'TABOR' LOCAL GROWTH CALCULATIONS ONLY

IN ACCORDANCE WITH THE PROVISION OF ARTICLE X, SECTION 20, COLO CONST, AND 39-5-121(2)(b), C.R.S. THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2024 IN ADAMS COUNTY, COLORADO ON AUGUST 25, 2024

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: @	\$136,177,614
ADDITIONS TO TAXABLE REAL PROPERTY:	
2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: !	\$3,538,729
3. ANNEXATIONS/INCLUSIONS:	\$0
4. INCREASED MINING PRODUCTION: %	\$0
5. PREVIOUSLY EXEMPT PROPERTY:	\$0
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	\$0
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT:	\$0

(If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.)

DELETIONS FROM TAXABLE REAL PROPERTY:

8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	\$0
9. DISCONNECTIONS/EXCLUSION:	\$0
10. PREVIOUSLY TAXABLE PROPERTY:	\$0

@ This includes the actual value of all taxable real property plus the actual value of religious, private schools, and charitable real property.

! Construction is defined as newly constructed taxable real property structures.

% Includes production from new mines and increases in production of existing producing mines.

IN ACCORDANCE WITH 39-5-128(1), C.R.S. AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS: 1. TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY: _____>	\$0
---	-----

NOTE: All levies must be Certified to the Board of County Commissioners NO LATER THAN DECEMBER 15, 2024

IN ACCORDANCE WITH 39-5-128(1.5) C.R.S. THE ASSESSOR PROVIDES: HB21-1312 ASSESSED VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): **	\$0
---	-----

** The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119 f(3). C.R.S.

COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 11

ANNUAL BUDGET

FOR THE YEAR ENDING DECEMBER 31, 2025

COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 11
SUMMARY
2025 BUDGET
WITH 2023 ACTUAL AND 2024 ESTIMATED
For the Years Ended and Ending December 31,

9/30/24

	ACTUAL 2023	BUDGET 2024	ACTUAL 6/30/2024	ESTIMATED 2024	BUDGET 2025
BEGINNING FUND BALANCES	\$ 30	\$ -	\$ 59	\$ 59	\$ -
REVENUES					
Property taxes	89	138,688	352	138,688	395,284
ARI - Aurora Regional Improvement Tax	45	69,344	176	69,344	197,642
Specific ownership taxes	10	9,708	4,194	9,708	27,670
Interest Income	-	-	-	3,113	-
Other Revenue	-	1,760	1,712	1,712	15,881
Total revenues	<u>144</u>	<u>219,500</u>	<u>6,434</u>	<u>222,565</u>	<u>636,477</u>
Total funds available	<u>174</u>	<u>219,500</u>	<u>6,493</u>	<u>222,624</u>	<u>636,477</u>
EXPENDITURES					
General Fund	66	144,500	4,220	148,426	420,000
Debt Service Fund	49	75,000	2,273	74,198	216,477
Total expenditures	<u>115</u>	<u>219,500</u>	<u>6,493</u>	<u>222,624</u>	<u>636,477</u>
Total expenditures and transfers out requiring appropriation	<u>115</u>	<u>219,500</u>	<u>6,493</u>	<u>222,624</u>	<u>636,477</u>
ENDING FUND BALANCES	<u>\$ 59</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
EMERGENCY RESERVE	\$ 100	\$ 4,400	\$ 200	\$ 4,500	\$ 12,600
AVAILABLE FOR OPERATIONS	(41)	(4,400)	(200)	(4,500)	(12,600)
TOTAL RESERVE	<u>\$ 59</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

No assurance provided. See summary of significant assumptions.

COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 11
PROPERTY TAX SUMMARY INFORMATION
2025 BUDGET
WITH 2023 ACTUAL AND 2024 ESTIMATED
For the Years Ended and Ending December 31,

9/30/24

	ACTUAL 2023	BUDGET 2024	ACTUAL 6/30/2024	ESTIMATED 2024	BUDGET 2025
ASSESSED VALUATION					
Commercial	-	13,301,500	13,301,500	13,301,500	37,576,720
Agricultural	4,060	1,120	1,120	1,120	-
Vacant land	-	-	-	-	317,480
Personal property	-	32,770	32,770	32,770	99,360
	<u>4,060</u>	<u>13,335,390</u>	<u>13,335,390</u>	<u>13,335,390</u>	<u>37,993,560</u>
Certified Assessed Value	<u>\$ 4,060</u>	<u>\$ 13,335,390</u>	<u>\$ 13,335,390</u>	<u>\$ 13,335,390</u>	<u>\$ 37,993,560</u>
 MILL LEVY					
General	5.000	5.200	5.200	5.200	5.202
Debt Service	5.000	5.200	5.200	5.200	5.202
ARI	5.000	5.200	5.200	5.200	5.202
Total mill levy	<u>15.000</u>	<u>15.600</u>	<u>15.600</u>	<u>15.600</u>	<u>15.606</u>
 PROPERTY TAXES					
General	\$ 20	\$ 69,344	\$ 69,344	\$ 69,344	\$ 197,642
Debt Service	20	69,344	69,344	69,344	197,642
ARI	20	69,344	69,344	69,344	197,642
Levied property taxes	<u>60</u>	<u>208,032</u>	<u>208,032</u>	<u>208,032</u>	<u>592,926</u>
Adjustments to actual/rounding	75	-	(207,504)	-	-
Budgeted property taxes	<u>\$ 135</u>	<u>\$ 208,032</u>	<u>\$ 528</u>	<u>\$ 208,032</u>	<u>\$ 592,926</u>
 BUDGETED PROPERTY TAXES					
General	\$ 45	\$ 69,344	\$ 176	\$ 69,344	\$ 197,642
Debt Service	45	69,344	176	69,344	197,642
ARI	45	69,344	176	69,344	197,642
	<u>\$ 135</u>	<u>\$ 208,032</u>	<u>\$ 528</u>	<u>\$ 208,032</u>	<u>\$ 592,926</u>

No assurance provided. See summary of significant assumptions.

COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 11
GENERAL FUND
2025 BUDGET
WITH 2023 ACTUAL AND 2024 ESTIMATED
For the Years Ended and Ending December 31,

9/30/24

	ACTUAL 2023	BUDGET 2024	ACTUAL 6/30/2024	ESTIMATED 2024	BUDGET 2025
BEGINNING FUND BALANCES	\$ 30	\$ -	\$ 59	\$ 59	\$ -
REVENUES					
Property taxes	45	69,344	176	69,344	197,642
ARI - Aurora Regional Improvement Tax	45	69,344	176	69,344	197,642
Specific ownership taxes	5	4,854	2,097	4,854	13,835
Interest Income	-	-	-	3,113	-
Other Revenue	-	958	1,712	1,712	10,881
Total revenues	95	144,500	4,161	148,367	420,000
Total funds available	125	144,500	4,220	148,426	420,000
EXPENDITURES					
General and administrative					
County Treasurer's Fee	1	1,040	3	1,040	2,965
County Treasurer's fee - ARI	1	1,040	3	1,040	2,965
Banking fees	20	-	-	-	-
Contingency	-	958	-	-	10,881
Transfer to CIC7	-	73,158	4,040	78,042	208,512
Transfer to 64th Ave. Regional Authority	44	68,304	174	68,304	194,677
Operations and maintenance					
Total expenditures	66	144,500	4,220	148,426	420,000
Total expenditures and transfers out requiring appropriation	66	144,500	4,220	148,426	420,000
ENDING FUND BALANCES	\$ 59	\$ -	\$ -	\$ -	\$ -

No assurance provided. See summary of significant assumptions.

COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 11
DEBT SERVICE FUND
2025 BUDGET
WITH 2023 ACTUAL AND 2024 ESTIMATED
For the Years Ended and Ending December 31,

9/30/24

	ACTUAL 2023	BUDGET 2024	ACTUAL 6/30/2024	ESTIMATED 2024	BUDGET 2025
BEGINNING FUND BALANCES	\$ -	\$ -	\$ -	\$ -	\$ -
REVENUES					
Property taxes	44	69,344	176	69,344	197,642
Specific ownership taxes	5	4,854	2,097	4,854	13,835
Other Revenue	-	802	-	-	5,000
Total revenues	<u>49</u>	<u>75,000</u>	<u>2,273</u>	<u>74,198</u>	<u>216,477</u>
Total funds available	<u>49</u>	<u>75,000</u>	<u>2,273</u>	<u>74,198</u>	<u>216,477</u>
EXPENDITURES					
General and administrative					
County Treasurer's Fee	1	1,040	3	1,040	2,965
Transfer to CIC7	48	73,158	2,270	73,158	208,512
Contingency	-	802	-	-	5,000
Total expenditures	<u>49</u>	<u>75,000</u>	<u>2,273</u>	<u>74,198</u>	<u>216,477</u>
Total expenditures and transfers out requiring appropriation	<u>49</u>	<u>75,000</u>	<u>2,273</u>	<u>74,198</u>	<u>216,477</u>
ENDING FUND BALANCES	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

No assurance provided. See summary of significant assumptions.

COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 11
2025 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS

Services Provided

Colorado International Center Metropolitan District No. 11 (the “District”), a quasi-municipal corporation, is governed pursuant to provisions of the Colorado Special District Act. The District’s service area is located in Adams County, Colorado. Concurrently with the formation of the District, the City of Aurora (the “City”) approved the formation of Aurora High Point at DIA Metropolitan District (the “Management District”) and Colorado International Center Metropolitan District Nos. 3, 4, 5, 6, 7, 8, 9, and 10, (together with the District, the “Taxing Districts”) (collectively, the “Aurora High Point Districts”). The District was established to provide public streets, traffic and safety, water, sewer, park and recreation, television relay and translation, and mosquito control facilities and improvements for the use and benefit of the inhabitants and taxpayers of the District.

In October 2021, the District and Colorado International Center Metropolitan District No. 7 (“District No. 7”) terminated their Facilities Funding, Construction and Operations Agreement with the Management District and, together with District No. 7, began operating independently from the other Aurora High Point Districts.

On November 2, 2004, the District’s voters authorized total general obligation indebtedness of \$4,820,000,000 for the above listed facilities and powers. On May 3, 2016, the District’s voters authorized total general obligation indebtedness of an additional \$6,000,000,000 for the above listed facilities and powers, but the District’s service plan limits the total debt issuance to \$400,000,000, with a maximum debt mill levy of 50.000 mills.

On April 7, 2020, and as amended on July 28, 2020, the District, along with Colorado International Center Metropolitan District Nos. 6-10 (collectively, the CIC Districts), HM Metropolitan District No. 2 (HM), and Velocity Metropolitan District Nos. 4-6 (Velocity) formed the 64th Ave. ARI Authority (the Authority) pursuant to the Amended and Restated 64th Ave. ARI Authority Establishment Agreement (collectively, the 64th Authority Districts) in order to provide for the financing, construction, and operation of 64th Ave. from E-470 to Jackson Gap (the 64th Ave. Regional Improvements).

The District has no employees and all administrative functions are contracted.

The District prepares its budget on the modified accrual basis of accounting, in accordance with the requirements of Colorado Revised Statutes C.R.S. 29-1-105 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

**COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 11
2025 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues

Property Taxes

Property taxes are levied by the District’s Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or, if in equal installments, at the taxpayer’s election, in February and June. Delinquent taxpayers are notified in August and generally sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

For property tax collection year 2025, SB22-238, SB23B-001, SB 24-233, and HB24B-1001 set the assessment rates and actual value reductions as follows:

Category	Rate		Category	Rate	Actual Value Reduction	Amount
Single-Family Residential	6.70%		Agricultural Land	26.40%	Single-Family Residential	\$55,000
Multi-Family Residential	6.70%		Renewable Energy Land	26.40%	Multi-Family Residential	\$55,000
Commercial	27.90%		Vacant Land	27.90%	Commercial	\$30,000
Industrial	27.90%		Personal Property	27.90%	Industrial	\$30,000
Lodging	27.90%		State Assessed	27.90%	Lodging	\$30,000
			Oil & Gas Production	87.50%		

Specific Ownership Taxes

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District’s share will be equal to approximately 7% of the property taxes collected.

ARI Mill Levy

Per the 64th Authority Districts’ Service Plans and the Establishment Agreement described above, the 64th Authority Districts are obligated to impose the Aurora Regional Improvements Mill Levy (ARI Mill Levy) beginning in 2021 in the amount of 5.000 mills, subject to changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut, or abatement. The CIC Districts shall commit a portion of the revenue from their ARI Mill Levy to the Authority to fund ownership, operation, and maintenance of the 64th Ave. Regional Improvements. The first \$75,000 (adjusted by 1% per year beginning in 2021) (Target Annual Operating Funds) will be used to fund the Authority’s operating account. Per a cost sharing agreement, the CIC Districts are responsible for providing 50% of the Target Annual Operating Funds amount.

**COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 11
2025 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Expenditures

Transfers to District No. 7

The District will transfer property taxes collected to District No. 7 pursuant to a capital pledge agreement with District No. 7 to repay for bonds issued by District No. 7.

Aurora Regional Improvements

The District will distribute all revenues collected from the ARI mill levy, less treasurer's fees, for payment toward regional improvements.

Capital Improvements

Anticipated capital improvements are detailed on the Capital Projects Fund page of the budget. Per the Amended and Restated Establishment Agreement the CIC Districts have agreed to fund a maximum of \$5,385,478 to be paid to the Authority for construction of the 64th Ave. Regional Improvements.

Debt and Leases

Developer Advances

The District's debt is comprised of developer advances, which are not general obligation debt. As of December 31, 2023, the District has \$11,636 in outstanding developer advances and accrued interest at 8% per annum. Repayment of advances and accrued interest is subject to annual appropriation if and when eligible funds become available. See below for the anticipated activity for developer advances.

The District has no general obligation debt, nor operating or capital leases.

Reserves

Emergency Reserve

TABOR required local governments to establish Emergency Reserves. These reserves must be at least 3% of fiscal year spending. Since it is the intention substantially all TABOR related funds received by the District are transferred to the Management District, which pays for all the District's operations and maintenance costs, an Emergency Reserve is not reflected in the District's budget. It is reflected in the Emergency Reserve of the Management District.

This information is an integral part of the accompanying budget.

RESOLUTION NO. 2024-10-__
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 11
TO ADOPT THE 2025 BUDGET AND APPROPRIATE SUMS OF MONEY

WHEREAS, the Board of Directors of the Colorado International Center Metropolitan District No. 11 (“District”) has appointed the District Accountant to prepare and submit a proposed 2025 budget to the Board at the proper time; and

WHEREAS, the District Accountant has submitted a proposed budget to this Board on or before October 15, 2024, for its consideration; and

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on October 18, 2024, and interested electors were given the opportunity to file or register any objections to said proposed budget; and

WHEREAS, the budget has been prepared to comply with all terms, limitations and exemptions, including, but not limited to, reserve transfers and expenditure exemptions, under Article X, Section 20 of the Colorado Constitution ("TABOR") and other laws or obligations which are applicable to or binding upon the District; and

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance, as required by law.

WHEREAS, the Board of Directors of the District has made provisions therein for revenues in an amount equal to or greater than the total proposed expenditures as set forth in said budget; and

WHEREAS, it is not only required by law, but also necessary to appropriate the revenues provided in the budget to and for the purposes described below, as more fully set forth in the budget, including any interfund transfers listed therein, so as not to impair the operations of the District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Colorado International Center Metropolitan District No. 11:

1. That the budget as submitted, amended, and summarized by fund, hereby is approved and adopted as the budget of the Colorado International Center Metropolitan District No. 11 for the 2025 fiscal year.
2. That the budget, as hereby approved and adopted, shall be certified by the Secretary of the District to all appropriate agencies and is made a part of the public records of the District.

3. That the sums set forth as the total expenditures of each fund in the budget attached hereto as **EXHIBIT A** and incorporated herein by reference are hereby appropriated from the revenues of each fund, within each fund, for the purposes stated.

ADOPTED this 18th day of October, 2024.

Secretary

EXHIBIT A
(Budget)

I, David Solin, hereby certify that I am the duly appointed Secretary of the Colorado International Center Metropolitan District No. 1, and that the foregoing is a true and correct copy of the budget for the budget year 2025, duly adopted at a meeting of the Board of Directors of the Colorado International Center Metropolitan District No. 11 held on October 18, 2024.

By: _____
Secretary

RESOLUTION NO. 2024 - 10 - ___
A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 11
TO SET MILL LEVIES

WHEREAS, the Board of Directors of the Colorado International Center Metropolitan District No. 11 (“District”) has adopted the 2025 annual budget in accordance with the Local Government Budget Law on October 15, 2024; and

WHEREAS, the adopted budget is attached to the Resolution of the Board of Directors to Adopt the 2025 Budget and Appropriate Sums of Money, and such budget is incorporated herein by this reference; and

WHEREAS, the amount of money necessary to balance the budget for general fund and contractual obligation expenses from property tax revenue is identified in the budget; and

WHEREAS, the amount of money necessary to balance the budget for debt service fund expenses from property tax revenue is identified in the budget; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Colorado International Center Metropolitan District No. 11:

1. That for the purposes of meeting all general fund and contractual obligation expenses of the District during the 2025 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

2. That for the purposes of meeting all debt service fund expenses of the District during the 2025 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

3. That the District Accountant of the District is hereby authorized and directed to immediately certify to the County Commissioners of Adams County, Colorado, the mill levies for the District as set forth in the District’s Certification of Tax Levies (attached hereto as **EXHIBIT A** and incorporated herein by reference), recalculated as needed upon receipt of the final certification of valuation from the County Assessor in order to comply with any applicable revenue and other budgetary limits.

ADOPTED this 18th day of October, 2024.

Secretary

(SEAL)

EXHIBIT A
(Certification of Tax Levies)

I, David Solin, hereby certify that I am the duly appointed Secretary of the Colorado International Center Metropolitan District No. 11, and that the foregoing is a true and correct copy of the Certification of Mill Levies for the budget year 2025, duly adopted at a meeting of the Board of Directors of the Colorado International Center Metropolitan District No. 11 held on October 18, 2024.

Secretary

RESOLUTION NO. 2024-10-____

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 7
CALLING A REGULAR ELECTION FOR DIRECTORS
ON MAY 6, 2025**

A. The terms of the offices of Directors Theodore Laudick and Todd Witty shall expire upon the election their successors at the regular election, to be held on May 6, 2025 (“**Election**”), and upon such successors taking office.

B. Two (2) vacancies currently exist on the Board of Directors of the District.

C. In accordance with the provisions of the Special District Act (“**Act**”) and the Uniform Election Code (“**Code**”), the Election must be conducted to elect two (2) Directors to serve until the next regular election, to occur May 4, 2027, and two (2) Directors to serve until the second regular election, to occur May 8, 2029.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Colorado International Center Metropolitan District No. 7 (the “**District**”) of the City of Aurora, Adams County, Colorado:

1. Date and Time of Election. The Election shall be held on May 6, 2025, between the hours of 7:00 A.M. and 7:00 P.M. pursuant to and in accordance with the Act, Code, and other applicable laws. At that time, two (2) Directors shall be elected to serve until the next regular election, to occur May 4, 2027, and two (2) Directors shall be elected to serve until the second regular election, to occur May 8, 2029.

2. Precinct. The District shall consist of one (1) election precinct for the convenience of the eligible electors of the District.

3. Conduct of Election. The Election shall be conducted as an independent mail ballot election in accordance with all relevant provisions of the Code. The Designated Election Official shall have on file, no later than fifty-five (55) days prior to the Election, a plan for conducting the independent mail ballot Election.

4. Designated Election Official. David Solin shall be the Designated Election Official and is hereby authorized and directed to proceed with any action necessary or appropriate to effectuate the provisions of this Resolution and of the Act, Code or other applicable laws. The Election shall be conducted in accordance with the Act, Code and other applicable laws. Among other matters, the Designated Election Official shall appoint election judges as necessary, arrange for the required notices of election (either by mail or publication) and printing of ballots, and direct that all other appropriate actions be accomplished.

5. Call for Nominations. The Designated Election Official shall provide Call for Nominations as required under Section 1-13.5-501, C.R.S., as applicable.

6. Absentee Ballot Applications. NOTICE IS FURTHER GIVEN, pursuant to Section 1-13.5-1002, C.R.S., that applications for and return of absentee ballots may be filed with David Solin, the Designated Election Official of the District, c/o Special District Management Services, Inc., 141 Union Blvd., Suite 150, Lakewood, CO 80228, between the hours of 8:00 a.m. and 5:00 p.m., until the close of business on the Tuesday immediately preceding the Election (April 29, 2025).

7. Self-Nomination and Acceptance Forms. Self-Nomination and Acceptance Forms are available and can be obtained from David Solin, the Designated Election Official of the District, c/o Special District Management Services, Inc., 141 Union Blvd., Suite 150, Lakewood, CO 80228, (303) 987-0835, and on the District's website at: <https://cicmetrodistricts7and11.com>.

8. Cancellation of Election. If the only matter before the electors is the election of Directors of the District and if, at 5:00 P.M. on March 4, 2025, the sixty-third day prior to the regular election, there are not more candidates than offices to be filled at the Election, including candidates timely filing affidavits of intent, the Designated Election Official shall cancel the Election and declare the candidates elected. Notice of such cancellation shall be published and posted in accordance with law.

9. Severability. If any part or provision of this Resolution is adjudged to be unenforceable or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Resolution, it being the Board of Director's intention that the various provisions hereof are severable.

10. Repealer. All acts, orders and resolutions, or parts thereof, of the Board of Directors which are inconsistent or in conflict with this Resolution are hereby repealed to the extent only of such inconsistency or conflict.

11. Effective Date. The provisions of this Resolution shall take effect as of the date adopted and approved by the Board of Directors of the District.

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO RESOLUTION
CALLING A REGULAR ELECTION FOR DIRECTORS MAY 6, 2025]**

RESOLUTION APPROVED AND ADOPTED on October 18, 2024.

**COLORADO INTERNATIONAL
CENTER METROPOLITAN DISTRICT
NO. 7**

By: _____
President

Attest:

Secretary

RESOLUTION NO. 2024-10-____

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 11
CALLING A REGULAR ELECTION FOR DIRECTORS
ON MAY 6, 2025**

A. The terms of the offices of Directors Theodore Laudick and Todd Witty shall expire upon the election their successors at the regular election, to be held on May 6, 2025 (“**Election**”), and upon such successors taking office.

B. Two (2) vacancies currently exist on the Board of Directors of the District.

C. In accordance with the provisions of the Special District Act (“**Act**”) and the Uniform Election Code (“**Code**”), the Election must be conducted to elect two (2) Directors to serve until the next regular election, to occur May 4, 2027, and two (2) Directors to serve until the second regular election, to occur May 8, 2029.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Colorado International Center Metropolitan District No. 11 (the “**District**”) of the City of Aurora, Adams County, Colorado:

1. Date and Time of Election. The Election shall be held on May 6, 2025, between the hours of 7:00 A.M. and 7:00 P.M. pursuant to and in accordance with the Act, Code, and other applicable laws. At that time, two (2) Directors shall be elected to serve until the next regular election, to occur May 4, 2027, and two (2) Directors shall be elected to serve until the second regular election, to occur May 8, 2029.

2. Precinct. The District shall consist of one (1) election precinct for the convenience of the eligible electors of the District.

3. Conduct of Election. The Election shall be conducted as an independent mail ballot election in accordance with all relevant provisions of the Code. The Designated Election Official shall have on file, no later than fifty-five (55) days prior to the Election, a plan for conducting the independent mail ballot Election.

4. Designated Election Official. David Solin shall be the Designated Election Official and is hereby authorized and directed to proceed with any action necessary or appropriate to effectuate the provisions of this Resolution and of the Act, Code or other applicable laws. The Election shall be conducted in accordance with the Act, Code and other applicable laws. Among other matters, the Designated Election Official shall appoint election judges as necessary, arrange for the required notices of election (either by mail or publication) and printing of ballots, and direct that all other appropriate actions be accomplished.

5. Call for Nominations. The Designated Election Official shall provide Call for Nominations as required under Section 1-13.5-501, C.R.S., as applicable.

6. Absentee Ballot Applications. NOTICE IS FURTHER GIVEN, pursuant to Section 1-13.5-1002, C.R.S., that applications for and return of absentee ballots may be filed with David Solin, the Designated Election Official of the District, c/o Special District Management Services, Inc., 141 Union Blvd., Suite 150, Lakewood, CO 80228, between the hours of 8:00 a.m. and 5:00 p.m., until the close of business on the Tuesday immediately preceding the Election (April 29, 2025).

7. Self-Nomination and Acceptance Forms. Self-Nomination and Acceptance Forms are available and can be obtained from David Solin, the Designated Election Official of the District, c/o Special District Management Services, Inc., 141 Union Blvd., Suite 150, Lakewood, CO 80228, (303) 987-0835, and on the District's website at: <https://cicmetrodistricts7and11.com>.

8. Cancellation of Election. If the only matter before the electors is the election of Directors of the District and if, at 5:00 P.M. on March 4, 2025, the sixty-third day prior to the regular election, there are not more candidates than offices to be filled at the Election, including candidates timely filing affidavits of intent, the Designated Election Official shall cancel the Election and declare the candidates elected. Notice of such cancellation shall be published and posted in accordance with law.

9. Severability. If any part or provision of this Resolution is adjudged to be unenforceable or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Resolution, it being the Board of Director's intention that the various provisions hereof are severable.

10. Repealer. All acts, orders and resolutions, or parts thereof, of the Board of Directors which are inconsistent or in conflict with this Resolution are hereby repealed to the extent only of such inconsistency or conflict.

11. Effective Date. The provisions of this Resolution shall take effect as of the date adopted and approved by the Board of Directors of the District.

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO RESOLUTION
CALLING A REGULAR ELECTION FOR DIRECTORS MAY 6, 2025]**

RESOLUTION APPROVED AND ADOPTED on October 18, 2024.

**COLORADO INTERNATIONAL
CENTER METROPOLITAN DISTRICT
NO. 11**

By: _____
President

Attest:

Secretary

SECOND AMENDMENT TO OPERATION FUNDING AGREEMENT

This **SECOND AMENDMENT TO OPERATION FUNDING AGREEMENT** (“**Amendment**”) is made and entered into this 18th day of October, 2024, by and between **COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 7**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”) and **HIGHPOINT NORTH ACQUISITION LLC**, a Minnesota limited liability company (the “**Developer**”) (individually, each a “**Party**” and collectively the “**Parties**”).

RECITALS

A. The District and the Developer entered into that certain Operation Funding Agreement, dated October 7, 2021, as amended pursuant to that certain First Amendment to Operations Funding Agreement, dated October 21, 2022 (collectively, the “**Agreement**”), whereby the Developer agreed to advance funds to the District for operations and maintenance expenses.

B. Pursuant to the Agreement, the obligation of the Developer to fund the Shortfall Amount expires on December 31, 2023.

C. The District anticipates that it will not have sufficient revenues to make payment of its operations and maintenance expenses through fiscal year 2024.

D. The District and the Developer desire to amend the provisions of the Agreement, pertaining to the term of the Agreement and Shortfall Amount.

NOW, THEREFORE, in consideration of the foregoing and the respective agreements of the Parties contained herein, the Parties agree as follows:

COVENANTS AND AGREEMENTS

1. All terms which are not defined herein shall have the same meaning as set forth in the Agreement.

2. Amendment to Section 1 of the Agreement. Section 1 of the Agreement is hereby deleted in its entirety, and substituted in lieu thereof shall be the following:

1. Acknowledgement of Anticipated Shortfalls. The District anticipates a shortfall in revenues available for operations and maintenance expenses to be incurred for fiscal years 2021 through 2024 in an aggregate amount of One Hundred Twenty Thousand Dollars (\$120,000) (the “**Shortfall Amount**”).

3. Amendment to Section 9 of the Agreement. Section 9 of the Agreement is hereby deleted in its entirety, and substituted in lieu thereof shall be the following:

5. Term/Repose. Any obligation of Developer to advance funds will expire upon amounts sufficient to pay expenses incurred

in 2021 through 2024. Any obligation of District to reimburse Developer shall expire on December 31, 2063. In the event the District has not reimbursed the Developer for any Developer Advance(s) made pursuant to this Agreement on or before December 31, 2063, any amount of principal and accrued interest outstanding on such date shall be deemed to be forever discharged and satisfied in full.

4. All references in the Agreement, to the phrase “fiscal years 2021 through 2023” shall be deleted in their entirety and substituted in lieu thereof shall be the phrase: “fiscal years 2021 through 2024.”

5. Except as expressly set forth in this Amendment, all provisions of the Agreement remain unchanged and in full force and effect, valid and binding on the parties thereto.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE TO FIRST AMENDMENT TO OPERATION FUNDING AGREEMENT

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the day and year first set forth above.

**COLORADO INTERNATIONAL CENTER
METROPOLITAN DISTRICT NO. 7**, a
quasi-municipal corporation and political
subdivision of the State of Colorado

By: _____
President

Attest:

Secretary

HIGHPOINT NORTH ACQUISITION LLC,
a Minnesota limited liability company

By: _____
Title: _____

LICENSE AGREEMENT – DANDELION DRAW DRAINAGE IMPROVEMENTS

THIS LICENSE AGREEMENT (“License”) is made and entered into as of the date stated on City’s signature page below (the “Effective Date”) between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado acting for and on behalf of its Department of Aviation (the “City”), and **COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 7**, a Title 32 special district of the State of Colorado (“Licensee”) (each a “Party” and collectively, the “Parties”).

RECITALS

WHEREAS, the City owns, operates, and maintains the Denver Municipal Airport System, which includes the Denver International Airport (“DEN”), including the real property defined hereinbelow as the Access Property; and

WHEREAS, Licensee desires to use the Access Property to install certain infrastructure improvements as described herein; and

WHEREAS, Licensee desires to obtain and the City desires to grant, pursuant to the terms of this License, a non-exclusive license over the Access Property for the purpose of constructing, operating, and maintaining the infrastructure improvements as described herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

Section 1. Grant of Access; Purpose

- 1.1. The Chief Executive Officer of DEN (“CEO”) hereby authorizes Licensee limited nonexclusive access over, across and through the property identified in (i) **Exhibit A** attached hereto and incorporated herein (“License Property”) and (ii) **Exhibit A-1** attached hereto and incorporated herein (“Temporary Construction Property”) (the License Property and the Temporary Construction Property are hereinafter referred to collectively as the “Access Property”) for the sole purpose of performing the Work (as hereinafter defined). The access granted herein is nonexclusive and completely revocable by the City at any time in its sole discretion, and is solely for the purpose, and on the terms and conditions, set out in this License. Licensee understands that this License is for access to perform the Work pursuant to this License only on DEN property and that it does not include any property not managed by DEN, including private property and any designated right-of-way owned or maintained by any entity including the City and County of Denver. Licensee must obtain permission to access any private land and right-of-way access procedures must be observed in addition to the terms and requirements of this License and as otherwise obtained by Licensee.

1.2 The purpose of this License is to grant Licensee a nonexclusive right to access the Access Property and perform the following work at Licensee's sole cost and expense.

1.2.1 With respect to the License Property, the work covered herein means:

(i) grading, excavation, site preparation, and construction and installation of a stormwater outlet pipe and associated stormwater conveyance line located on the License Property (the "Stormwater Infrastructure") and operation and maintenance of the Stormwater Infrastructure;

(ii) grading, excavation, and site preparation to construct and install the future roadway at 68th Avenue, which will not be located on the License Property ("68th Avenue") and access for maintenance of 68th Avenue to the extent access to and use of the License Property is necessary therefore; and

(iii) restoration of the surface of the License Property disturbed by Licensee's construction activities and site access to take such other remediation actions contemplated herein, including hydromulching, seeding, and watering of disturbed areas and the graded portion of the License Property in a manner so that the seeded vegetation takes root and becomes established and in accordance with the DEN Design Standards Manual as may be amended, which is incorporated herein by reference, including but not limited to the provisions thereof related to selection of seed mix.

1.2.2 With respect to the Temporary Construction Property, the work covered herein means:

(i) site access to perform the above-listed work on the License Property, including due diligence activities, construction staging, and temporary materials storage; and

(ii) site access and restoration of the surface of the Temporary Construction Property disturbed by Licensee's construction activities.

1.2.3 All purposes stated in this Section 1.2 shall collectively be referred to herein as the "Work". The specific locations of the Work are set forth in **Exhibit B** attached hereto and incorporated herein.

1.3 Except in emergency circumstances, no alterations, improvements or changes shall be made to the Work without the prior written approval of the CEO, which shall not be unreasonably withheld.

1.4 Notwithstanding any provision of this License, Licensee shall, prior to commencing any construction activities to perform the Work, including any grading or other site preparation, obtain prior written approval to commence such activities from the

City, which approval may be given or withheld in the City's reasonable discretion; Licensee shall obtain such prior written approval before commencing each phase of the construction activities. Licensee shall construct the Work in a safe and good condition, at Licensee's sole cost and expense. Licensee shall be solely responsible for the operation and maintenance of all of the Work, unless such operation and maintenance is taken over and assumed by another entity, including another agency of the City and County of Denver or another governmental or private entity. The maintenance and operation requirement set forth herein shall survive for the entire Term of this License.

- 1.5 Licensee shall ensure that the Work will not restrict current or future access by the City or its employees, tenants, licensees, contractors, or consultants.
- 1.6 The rights and access granted to Licensee herein with respect to the Temporary Construction Property are temporary for the duration of the construction effort associated with the Work and all such rights and access shall automatically terminate when said construction is completed. Upon completion of construction efforts, Licensee shall repair the surface of all affected areas of the Temporary Construction Property to the condition such property was in before the commencement of such construction activities. Licensee shall notify the City when it has completed the construction efforts associated with the Work and its repair of the Temporary Construction Property as specified herein.
- 1.7 The Parties agree that this License is not a lease of any portion of DEN or the Access Property. Licensee specifically acknowledges and understands that the access granted herein is nonexclusive, temporary, and revocable. Any improvements made on or to the Access Property by Licensee are made at Licensee's risk and shall not obligate the City to enter into a lease or to pay Licensee for such improvements or the removal of such improvements.

Section 2. City's Rights.

- 2.1 The City shall have the exclusive right to control, monitor and establish procedures applicable to the access of Access Property by Licensee. The City shall have the right to revoke or modify this License at any time in the exercise of reasonable discretion.
- 2.2 The City reserves the right of title, use and occupancy, ingress and egress, the right to place equipment or other utilities above, across and within the License Property, and all rights which do not unreasonably interfere with Licensee's access to or use of the Access Property to perform the Work, provided that the City shall not unreasonably interfere with Licensee's exercise of the access rights granted herein. Licensee shall conduct the Work in such a manner as to not unreasonably conflict with the rights or obligations of the City, nor to interfere with the operations of the City with respect to such rights or obligations, nor to endanger lives and the safety of the public. This License shall not constitute an interest in real property and shall not run with the land.

Section 3. Fees.

- 3.1 As a fee for the use of this License and License Property, the City and the Licensee acknowledge and agree that the cost of the License Fee is One Hundred Thirty-Three Thousand Five Hundred Twenty-Seven Dollars and Thirty-Eight Cents (\$133,527.38) (“**License Fee**”). Licensee shall remit the License Fee to the City prior to exercising any rights under this License, but no later than thirty (30) days after the Effective Date. Licensee understands and agrees that no prorated adjustment of the fee paid will be made even if this License is terminated before the Expiration Date.

Section 4. Term and Termination

- 4.1 The Term of this License shall commence on the Effective Date, and shall expire unless sooner terminated in accordance with the terms stated herein (i) twenty (20) years after the Effective Date with respect to the License Property and (ii) the earlier to occur of (a) one (1) year after the Effective Date or (b) completion of construction activities provided in Section 1.6 with respect to the Temporary Construction Property (each an “Expiration Date”).
- 4.2 Upon termination or abandonment of this License, Licensee shall, at the City’s option, remove at the Licensee’s expense all above ground infrastructure and abandon in place all underground infrastructure per industry standards within one hundred and eighty (180) days of such expiration or abandonment or within such additional time as is granted by the City. To the extent the Licensee’s infrastructure is removed, the Licensee shall at its expense restore the land to the conditions existing prior to installation of its infrastructure or as modified by the City, and upon failure to do so, the City may opt to cause such removal and restoration to be done at the Licensee’s expense.

Section 5. Insurance; Indemnification

5.1 Insurance.

- 5.1.1 Licensee shall, prior to performing work under the License, obtain and keep in force all of the minimum insurance coverage forms and amounts set forth in **Exhibit C** attached hereto and incorporated herein during the entire Term of this License, including any extension of the License or other extended period stipulations stated in **Exhibit C**. All certificates of insurance must be received and accepted by the City before any airport access or Work commences.
- 5.1.2 Licensee shall ensure and document that all subcontractors performing services or providing goods hereunder procure and maintain insurance coverage that is appropriate to the primary business risks for their respective scopes of performance. At minimum, such insurance must conform to all applicable requirements of DEN Rules and Regulations Part 230 and all other applicable laws and regulations.

- 5.1.3 The City in no way warrants or represents the minimum limits contained herein are sufficient to protect Licensee from liabilities arising out of the performance of the terms and conditions of this License by Licensee, its agents, representatives, employees, or subcontractors. Licensee shall assess its own risks and maintain higher limits and/or broader coverage as it deems appropriate and/or prudent. Licensee is not relieved of any liability or other obligations assumed or undertaken pursuant to this License by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.
- 5.1.4 In no event shall City be liable for any of the following: (i) business interruption or other consequential damages sustained by Licensee; (ii) damage, theft, or destruction of Licensee's inventory, Improvements, or property of any kind; or (iii) damage, theft, or destruction of an automobile, whether or not insured.
- 5.1.5 The Parties understand and agree that the City and County of Denver, its elected and appointed officials, employees, agents and volunteers are relying on, and do not waive or intend to waive by any provisions of this License, the monetary limitations and any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colorado Revised Statutes ("C.R.S.") §§ 24-10-101 to 120, or otherwise available to the City and County of Denver, its elected and appointed officials, employees, agents and volunteers.

5.2 Defense and Indemnification

- 5.2.1 To the fullest extent permitted by law, Licensee agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the Work ("Claims"), except to the extent such Claims have been specifically determined by the trier of fact to be the negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify the City for any acts or omissions of Licensee either passive or active, except for any portion caused by the negligence or willful misconduct of the City.
- 5.2.2 Licensee's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether claimant has filed suit on the Claim. Licensee's duty to defend and indemnify City shall arise even if City is the only party sued by claimant.
- 5.2.3 Licensee will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims, except any portion resulting from City's concurrent negligence

or willful misconduct, including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

5.2.4 Insurance coverage requirements specified in this License shall in no way lessen or limit the liability of the Licensee under the terms of this indemnification obligation. Licensee shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

5.2.5 This defense and indemnification obligation shall survive the expiration or termination of this License.

5.2.6 Licensee's contractors shall execute and deliver to the City the indemnification agreement set forth in **Exhibit D**.

Section 6. General Terms and Conditions

6.1 No Assignment. The rights granted herein are personal to Licensee and Licensee shall not assign, pledge, or transfer its duties, obligations, and rights under this License, in whole or in part, without first obtaining the written consent of the CEO. Any attempt by Licensee to assign or transfer its rights hereunder without such prior written consent shall, at the option of the CEO, automatically terminate this License and all rights of Licensee hereunder. Such consent may be granted or denied at the sole and absolute discretion of the CEO.

6.2 Compliance with All Laws and Regulations. Licensee shall observe and comply with all current and future applicable federal, state, and local rules, regulations, and laws, including the provisions of the charter, ordinances, and rules and regulations of the City, rules and regulations governing DEN, and with all Colorado and federal laws that in any manner limit, control or apply to the activities performed by Licensee. Licensee shall obtain all permits, including environmental permits, for the Work, and will provide the City with copies of all such permits.

6.4 Damage to City Property. Licensee shall not damage, destroy, or harm City property or any improvements thereon. As appropriate and necessary for the Work, Licensee shall be solely responsible for locating all overhead, above ground, and underground utilities, including without limitation, electrical, sewer, water and other utilities. Licensee shall take all necessary precautions to avoid damage to, or injury from, such utilities or infrastructure, and agrees to be solely responsible for any such damage to, or injury from, any such utilities which result from the Work. Any City property that is damaged or destroyed by Licensee incident to the exercise of the privileges herein granted shall be promptly repaired, restored or replaced by Licensee, at Licensee's sole cost and expense, to the condition existing prior to disturbance.

- 6.5 No Liens. Licensee shall promptly pay when due all bills, debts and obligations incurred by it in connection with the Work under this License and not permit the same to become delinquent, and suffer no lien, mortgage, judgment or execution to be filed against City or the Access Property or improvements thereon.
- 6.6 Compliance with All Permits and Approvals. Licensee shall at all times obtain and comply with any and all permits or approvals required under any applicable law or by any federal, state, local governmental body for Licensee to perform the Work. All such permits and approvals shall be issued under Licensee's name (or in the name of Licensee's contractor) and the Work shall be deemed performed by Licensee for Licensee's sole behalf, and not on behalf of the City or as an agent for the City. Licensee shall make every attempt to minimize dust pollution by the use of water control and any other approved industry dust minimizing procedures. Licensee agrees that it will keep the Access Property free at all times of all paper, rubbish, spills, and debris. Licensee, at its own expense, shall collect and dispose of all trash and refuse at frequent intervals.
- 6.7 Construction Bond. Prior to the commencement of the construction related to the Work contemplated by this License, the Licensee shall deliver to the City and maintain in effect throughout the construction period, a construction performance and payment bond in a sum not less than 100% of the construction contract price, including restoration. Said bond shall guarantee prompt and faithful performance of the construction contract, including restoration of the Access Property. All bonds shall be issued by a surety company licensed to transact business in the State of Colorado and satisfactory to and approved by the City, and shall be in the form and with conditions as provided in DEN Development Guidelines.
- 6.8 Coordination of Work. Licensee agrees to coordinate its work performed on the Access Property with operational requirements of DEN and all work, movement of persons and equipment on areas used by aircraft shall be subject to regulations and restrictions established by the Airport authorities. Licensee shall coordinate access and Work performed under this License with the "Aviation Land Manager" designated by DEN, or such other person as the CEO may designate. The Aviation Land Manager shall provide the needed contact information to the Licensee as soon as practicable after execution of this License. Access of people and equipment to the Access Property shall be in accordance with instructions received from the Aviation Land Manager.
- 6.9 Dispute Resolution. Disputes arising under or related to this License shall be resolved by administrative hearing which shall be conducted in accordance with the procedures set forth in Denver Revised Municipal Code ("D.R.M.C.") § 5-17 and the City's rules adopted pursuant thereto, as may be amended. The Parties agree that the determination resulting from said administrative hearing shall be final, subject only to each Party's right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106. The Parties further agree that no cause of action shall be brought against the City under or related to this License until there has been full compliance with the terms of this section.

- 6.10 Governing Law; Venue. This License and performance hereunder and shall be deemed to have been made in and shall be governed and construed in accordance with the laws of the State of Colorado. Venue for any action that may be filed in court shall be filed in the District Court in and for the City and County of Denver.
- 6.11 Section Headings. The Section headings herein are solely for convenience of reference, to assist the Parties in reading this Lease and do not in any way govern the intent or construction of this Lease. Any reference to a Section shall be deemed to include a reference to all subsections thereof. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other.
- 6.12 Force Majeure. The Parties shall not be liable for any failure to perform any of its obligations hereunder due to or caused by, in whole or in part, fire, strikes, lockouts, unusual delay by common carriers, unavoidable casualties, war, riots, acts of terrorism, acts of civil or military authority, acts of God, pandemics, judicial action, or any other causes beyond the control of the Parties. The Parties shall have the duty to take reasonable actions to mitigate or prevent further delays or losses resulting from such causes.
- 6.13 Severability. In case any one or more of the provisions contained in this Site Access License shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Site Access License shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 6.14 No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this License and all rights of action relating to such enforcement shall be strictly reserved to the City and Licensee, and nothing contained in this License shall give or allow any such claim or right of action by any other or third person on this License. It is the express intention of the City and Licensee that any person other than the City or Licensee receiving services or benefits under this License shall be deemed to be an incidental beneficiary only.
- 6.15 Rights and Remedies Not Waived. In no event shall any payment by the City hereunder constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of Licensee, and the making of any such payment when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the City with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of this License shall be deemed or taken to be a waiver of any other breach.
- 6.16. Environmental Requirements. Licensee, in conducting its activities under this License, shall comply with all existing and future applicable local, state and federal environmental rules, regulations, statutes, laws and orders (collectively

"Environmental Requirements"), including but not limited to Environmental Requirements regarding the storage, use and disposal of Hazardous or Special Materials and Wastes, Clean Water Act legislation, Centralized Waste Treatment Regulations, and DEN Rules and Regulations.

- 6.16.1. For purposes of this License the terms "Hazardous Materials" shall refer to those materials, including without limitation asbestos and asbestos-containing materials, polychlorinated biphenyls (PCBs), per- and polyfluoroalkyl substances (PFAS), oil or any other petroleum products, natural gas, source material, pesticide, and any hazardous waste, toxic substance or related material, including any substance defined or treated as a "hazardous substance," "hazardous waste" or "toxic substance" (or comparable term) in the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sec. 9601 et seq. (1990)), the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq. (1990)), and any rules and regulations promulgated pursuant to such statutes or any other applicable federal or state statute.
- 6.16.2 Licensee shall acquire all necessary federal, state and local environmental permits and comply with all applicable federal, state and local environmental permit requirements.
- 6.16.3 Licensee agrees to ensure that its activities under this License are conducted in a manner that minimizes environmental impact through appropriate preventive measures. Consultant agrees to evaluate methods to reduce the generation and disposal of waste materials.
- 6.16.4 In the case of a release, spill or leak as a result of Licensee's activities under this License, Licensee shall immediately control and remediate the contaminated media to applicable federal, state and local standards. Licensee shall reimburse the City for any penalties and all costs and expenses, including without limitation attorney's fees, incurred by the City as a result of the release or disposal by Licensee of any pollutant or hazardous material.

Section 7. Notices.

7.1 Notices concerning termination of this License shall be made as follows:

by Licensee to:

Chief Executive Officer
Department of Aviation
Denver International Airport
Airport Office Building
8500 Peña Boulevard, 9th Floor
Denver, Colorado 80249-6340

with a copy to

Senior Vice President, Real Estate
Department of Aviation
Denver International Airport
Airport Office Building
8500 Peña Boulevard, 9th Floor
Denver, Colorado 80249-6340

and by City to:

Colorado International Center Metropolitan District No. 7
1401 Lawrence Street, Suite 1600
Denver, Colorado 80202
Attention: Tim D'Angelo

Said notices shall be delivered personally during normal business hours to the appropriate office above or by prepaid U.S. certified mail, return receipt requested. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service. Either Party may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification thereof.

Section 8. Record Retention and Other Standard City Provisions

- 8.1 Diversity and Inclusiveness. The City encourages the use of qualified small business concerns doing business within the metropolitan area that are owned and controlled by economically or socially disadvantaged individuals. Licensee is encouraged, with respect to the goods or services to be provided under this License, to use a process that includes small business concerns when considering and selecting any contractors or suppliers.
- 8.2 No Discrimination in Employment. In connection with the performance of the Work under this License, Licensee may not to refuse to hire, discharge, promote, demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. Licensee shall insert the foregoing provision in all subcontracts.
- 8.3 Colorado Open Records Act.
 - 8.3.1 Licensee acknowledges that City is subject to the provisions of the Colorado Open Records Act, C.R.S. §§ 24-72-201 *et seq.*, ("CORA") and Licensee agrees that it will fully cooperate with City in the event of a request or lawsuit arising under such act for the disclosure of any materials or information

which Licensee asserts is confidential or otherwise exempt from disclosure. Any other provision of this License notwithstanding, all materials, records and information provided by Licensee to City shall be considered confidential by City only to the extent provided in CORA, and Licensee agrees that any disclosure of information by the City consistent with the provisions of CORA shall result in no liability of the City.

- 8.3.2 In the event of a request to the City for disclosure of such information, time, and circumstances permitting, the City will make a good faith effort to advise Licensee of such request in order to give Licensee the opportunity to object to the disclosure of any material Licensee may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Licensee objects to disclosure, the City, in its sole and absolute discretion, may file an application to the Denver District Court for a determination of whether disclosure is required or exempted. In the event a lawsuit to compel disclosure is filed, the City may tender all such material to the court for judicial determination of the issue of disclosure. In both situations, Licensee agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Licensee does not wish disclosed. Licensee agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Licensee's objection to disclosure, including prompt reimbursement to the City of all reasonable attorney's fees, costs, and damages the City may incur directly or may be ordered to pay by such court, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time.

8.4 Examination of Records.

- 8.4.1 Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine, copy and retain copies, at the City's election in paper or electronic form, any pertinent books, documents, papers and records related to Licensee's performance pursuant to this License, provision of any goods or services to the City, and any other transactions related to this License. Licensee shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the License or expiration of the applicable statute of limitations. When conducting an audit of this License, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. § 20-

276.

- 8.4.2 Additionally, Licensee agrees until the expiration of three (3) years after the final payment under the License, any duly authorized representative of the City, including the CEO, shall have the right to examine any pertinent books, documents, papers and records of Licensee related to Licensee's performance of this Agreement, including communications or correspondence related to Licensee's performance, without regard to whether the work was paid for in whole or in part with federal funds or was otherwise related to a federal grant program.
- 8.4.3 In the event the City receives federal funds to be used toward the services performed under this License, the Federal Aviation Administration ("FAA"), the Comptroller General of the United States and any other duly authorized representatives shall have access to any books, documents, papers and records of Licensee which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. Licensee further agrees that such records will contain information concerning the hours and specific services performed along with the applicable federal project number.
- 8.5 Use, Possession, or Sale of Alcohol or Drugs. Licensee shall cooperate and comply with the provisions of Denver Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring Licensee from City facilities or participating in City operations.
- 8.6 City Smoking Policy. Licensee and its officers, agents and employees shall cooperate and comply with the provisions of Denver Executive Order No. 99 and the Colorado Indoor Clean Air Act, prohibiting smoking in all City buildings and facilities.
- 8.7 Bond Ordinances. This License is in all respects subject and subordinate to any and all City bond ordinances applicable to the City's airport system, and to any other bond ordinances which amend, supplement, or replace such bond ordinances.
- 8.8 DEN Security.
- 8.8.1 Licensee, its officers, authorized officials, employees, agents, subcontractors, and those under its control, shall comply with safety, operational, or security measures required of Licensee or the City by the FAA or Transportation Security Administration ("TSA"). If Licensee, its officers, authorized officials, employees, agents, subcontractors or those under its control, fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against the City, then, in addition to any other remedies available to the City, Licensee shall

fully reimburse the City any fines or penalties levied against the City, and any attorney fees or related costs paid by the City as a result of any such violation. Licensee must pay this amount within fifteen (15) days from the date of the invoice or written notice.

8.8.2 Licensee is responsible for compliance with Airport Security regulations and 49 C.F.R. Parts 1542 (Airport Security) and 14 C.F.R. Parts 139 (Airport Certification and Operations). Any and all violations pertaining to Parts 1542 and 139 resulting in a fine will be passed on to and borne by Licensee. Licensee must pay this amount within fifteen (15) days from the date of the invoice or written notice.

Section 9. Federal Provisions

- 9.1 Federal Rights. This License is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes and the expenditure of federal funds for the extension, expansion or development of the Airport System. As applicable, Licensee shall comply with the Standard Federal Assurances identified in Appendix No. 1.
- 9.2 Permits; FAA Review and Approval. Licensee shall timely acquire all necessary federal, state, local, and airport permits, and comply with all such permits. Licensee understands that activities involving vehicles, equipment, or other items taller than twenty feet (20') may require FAA review and approval, and Licensee is responsible to allowing sufficient time for such review to occur.

Section 10. Contract Documents; Order of Precedence

- 10.1 This License consists of Sections 1 through 11 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

Appendix No.1:	Standard Federal Assurances
Exhibit A:	License Property
Exhibit A-1:	Temporary Construction Property
Exhibit B:	Specific Locations of Work
Exhibit C:	Insurance Requirements
Exhibit D:	Form of Contractor Indemnity Agreement

In the event of an irreconcilable conflict between the provisions of Sections 1 through 11 and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

Appendix No.1

Sections 1 through 11 hereof
Exhibit C
Exhibit D
Exhibit A
Exhibit A-1
Exhibit B

Section 11. City Execution of License

- 11.1 City Execution. This License is expressly subject to, and shall not become effective or binding on City, until it is fully executed by all signatories of City and County of Denver. This License may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.
- 11.2 Electronic Signatures and Electronic Records. This License, and any other documents requiring a signature hereunder, may be signed electronically by the City and/or Licensee in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the License 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 License 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.

SIGNATURE PAGES TO FOLLOW

Contract Control Number:
Contractor Name:

PLANE-202473565-00
Colorado International Center Metropolitan District No. 7

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at
Denver, Colorado as of: 5/30/2024 | 10:57 AM MDT

SEAL



CITY AND COUNTY OF DENVER:

ATTEST:

DocuSigned by:

401385B9DD354C3...

Clerk and Recorder/Public Trustee
The Honorable Paul D. Lopez

By: DocuSigned by:

5DC361EDC863466
Mayor
Michael Johnston

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By: DocuSigned by:

E3BCC68CC71D424...

Assistant City Attorney
Jacob L Garner

REGISTERED AND COUNTERSIGNED:

By: DocuSigned by:

A3CE12EB736D4D9...

Chief Financial Officer
Nicole Doheny

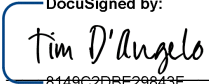
By: DocuSigned by:

DRCB7E81E4174C0

Auditor
Timothy O'Brien

Contract Control Number:
Contractor Name:

PLANE-202473565-00
Colorado International Center Metropolitan District No. 7

By:  8149G2DBE29643F...

Name: Tim D'Angelo
(please print)

Title: Senior Development Manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Appendix No. 1

Standard Federal Provisions (Non-AIP Funded)

LEASES AND OTHER TRANSFERS

A5.3.2 CIVIL RIGHTS – GENERAL PROVISIONS

The Licensee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Licensee transfers its obligation to another, the transferee is obligated in the same manner as the (tenant/concessionaire/lessor).

This provision obligates the Licensee for the period during which the property is owned, used or possessed by the Licensee and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

A6.4 TITLE VI COMPLIANCE

During the performance of this contract, the Licensee, for itself, its assignees, and successors in interest (hereinafter for this provision referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will

Appendix No. 1

Page 2 of 5

so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

A6.4.3 TITLE VI CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

- A. The Licensee for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:
 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this License for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Licensee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the City and County of Denver will have the right to terminate the License and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the License had never been made or issued.

Appendix No. 1

Page 3 of 5

- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the City and County of Denver will have the right to enter or re-enter the lands and facilities thereon, and the above-described lands and facilities will there upon revert to and vest in and become the absolute property of the City and County of Denver and its assigns.

A6.4.4 TITLE VI CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

- A. The Licensee for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree “as a covenant running with the land” that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Licensee will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.
- B. With respect to this License, in the event of breach of any of the above nondiscrimination covenants, City and County of Denver will have the right to terminate the License and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said License had never been made or issued.

A6.4.5 TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Licensee, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;

Appendix No. 1

Page 4 of 5

- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

Exhibit A

PAGE 1 OF 2

LAND DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 1, THENCE ALONG THE SOUTHERLY LINE OF THE NORTH HALF OF SAID SECTION 1, N89°48'17"E AND DISTANCE OF 489.68 FEET TO THE POINT OF BEGINNING;

THENCE N03°13'49"W A DISTANCE OF 3.59 FEET;

THENCE N48°03'14"E A DISTANCE OF 5.21 FEET;

THENCE N89°07'50"E A DISTANCE OF 56.32 FEET;

THENCE S79°20'35"E A DISTANCE OF 17.14 FEET;

THENCE N82°52'26"E A DISTANCE OF 5.31 FEET;

THENCE S87°13'06"E A DISTANCE OF 30.88 FEET;

THENCE N89°22'31"E A DISTANCE OF 70.87 FEET;

THENCE N89°35'40"E A DISTANCE OF 76.40 FEET;

THENCE S89°45'17"E A DISTANCE OF 75.00 FEET;

THENCE S87°32'33"E A DISTANCE OF 81.25 FEET TO A POINT ON SAID SOUTHERLY LINE OF THE NORTH HALF OF SECTION 1;

THENCE ALONG SAID SOUTHERLY LINE OF THE NORTH HALF, S89°48'17"W A DISTANCE OF 416.39 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.040 ACRES OR 1,744 SQUARE FEET MORE OR LESS.

ALL LINEAL DIMENSIONS ARE IN U.S. SURVEY FEET.

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE SOUTHERLY LINE OF THE NORTH HALF OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO ASSUMED TO BEAR N89°48'17"E AND BEING MONUMENTED BY A FOUND 30" #6 REBAR WITH 3-1/4" ALUMINUM CAP PLS #35585 AT THE WEST QUARTER CORNER AND A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #25379 AT THE EAST QUARTER CORNER.

PREPARED BY SCOTT A. AREHART, PLS
FOR AND ON BEHALF OF
MARTIN/MARTIN, INC.
12499 WEST COLFAX AVENUE
LAKEWOOD, CO. 80215
303-431-6100
MAY 09, 2024
PROJECT NO. 19.1043

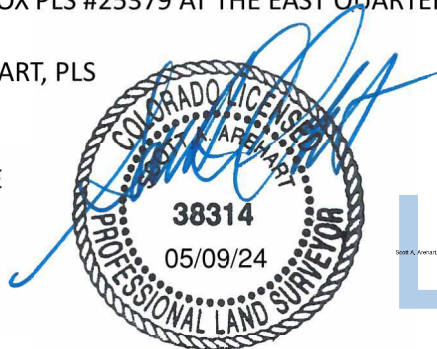
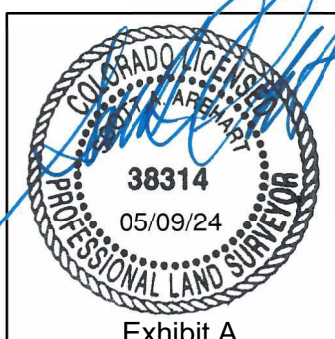
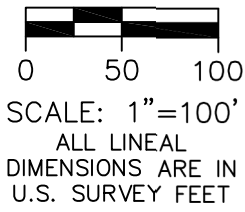
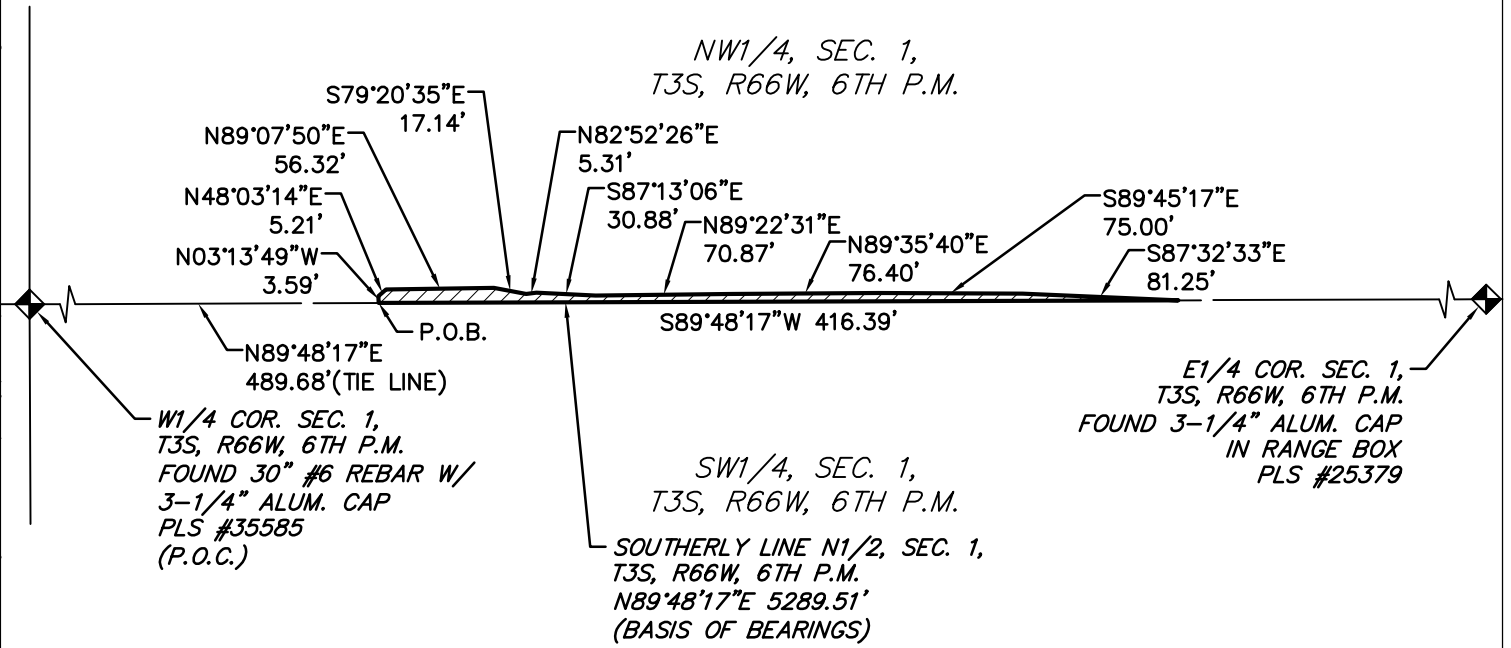


ILLUSTRATION FOR

EXHIBIT A

PAGE 2 OF 2

DRAWING LOCATION: G:\HORNY\19.1043-High Point - EAST\C21 Existing Util DW & ECGV Adjustment Plans\Survey\Exhibits\Exhibit A - Disturbance Area A.dwg



P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING

MAY 09, 2024

MARTIN/MARTIN
CONSULTING ENGINEERS

12499 West Colfax Avenue Lakewood, Colorado 80215
survey@martinmartin.com | 303.431.6100 | martinmartin.com

THIS EXHIBIT DOES NOT REPRESENT A MONUMENT OR SURVEY CENTER TO BE USED TO DEPICT THE ATTACHED DESCRIPTION.

LAND DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 1, THENCE ALONG THE SOUTHERLY LINE OF THE NORTH HALF OF SAID SECTION 1, N89°48'17"E AND DISTANCE OF 985.53 FEET TO THE POINT OF BEGINNING;

THENCE N88°10'49"E A DISTANCE OF 52.55 FEET;

THENCE N84°40'27"E A DISTANCE OF 62.42 FEET;

THENCE N87°22'25"E A DISTANCE OF 27.65 FEET;

THENCE S87°00'43"E A DISTANCE OF 29.33 FEET;

THENCE S80°28'41"E A DISTANCE OF 39.19 FEET TO A POINT ON SAID SOUTHERLY LINE OF THE NORTH HALF OF SECTION 1;

THENCE ALONG SAID SOUTHERLY LINE OF THE NORTH HALF, S89°48'17"W A DISTANCE OF 210.24 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.020 ACRES OR 862 SQUARE FEET MORE OR LESS.

ALL LINEAL DIMENSIONS ARE IN U.S. SURVEY FEET.

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE SOUTHERLY LINE OF THE NORTH HALF OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO ASSUMED TO BEAR N89°48'17"E AND BEING MONUMENTED BY A FOUND 30" #6 REBAR WITH 3-1/4" ALUMINUM CAP PLS #35585 AT THE WEST QUARTER CORNER AND A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #25379 AT THE EAST QUARTER CORNER.

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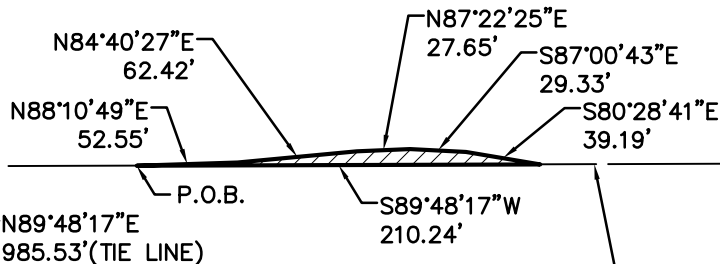
ILLUSTRATION FOR

EXHIBIT A

PAGE 2 OF 2

DRAWING LOCATION: G:\HORNY\19.1043-High Point - EAST\021 Existing Util DW & ECGV Adjustment Plans\Survey\Exhibits\Exhibit A - Disturbance Area B.dwg

NW1/4, SEC. 1,
T3S, R66W, 6TH P.M.

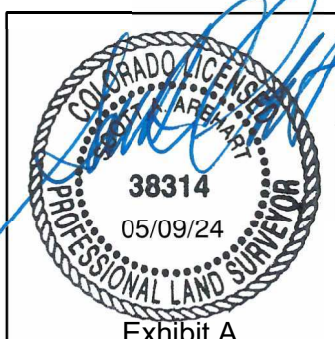
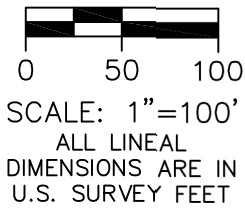


W1/4 COR. SEC. 1,
T3S, R66W, 6TH P.M.
FOUND 30" #6 REBAR W/
3-1/4" ALUM. CAP
PLS #35585
(P.O.C.)

SW1/4, SEC. 1,
T3S, R66W, 6TH P.M.

E1/4 COR. SEC. 1,
T3S, R66W, 6TH P.M.
FOUND 3-1/4" ALUM. CAP
IN RANGE BOX
PLS #25379

SOUTHERLY LINE N1/2, SEC. 1,
T3S, R66W, 6TH P.M.
N89°48'17"E 5289.51'
(BASIS OF BEARINGS)



P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING

MAY 09, 2024



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survey@martinmartin.com | 303.431.6100 | martinmartin.com

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LAND DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 1, THENCE ALONG THE SOUTHERLY LINE OF THE NORTH HALF OF SAID SECTION 1, N89°48'17"E AND DISTANCE OF 1533.91 FEET TO THE POINT OF BEGINNING;

THENCE N75°39'57"E A DISTANCE OF 62.87 FEET;

THENCE N81°32'09"E A DISTANCE OF 50.70 FEET;

THENCE N85°54'58"E A DISTANCE OF 100.27 FEET;

THENCE N87°22'28"E A DISTANCE OF 51.05 FEET;

THENCE S79°53'55"E A DISTANCE OF 100.65 FEET;

THENCE S85°10'19"E A DISTANCE OF 125.49 FEET;

THENCE N86°42'12"E A DISTANCE OF 125.15 FEET;

THENCE N83°55'00"E A DISTANCE OF 100.54 FEET;

THENCE S85°50'45"E A DISTANCE OF 228.37 FEET;

THENCE N87°30'08"E A DISTANCE OF 75.05 FEET;

THENCE N89°56'42"E A DISTANCE OF 222.29 FEET;

THENCE N82°16'01"E A DISTANCE OF 50.44 FEET;

THENCE N84°46'02"E A DISTANCE OF 76.59 FEET;

THENCE N46°01'59"E A DISTANCE OF 32.49 FEET;

THENCE N84°48'43"E A DISTANCE OF 125.72 FEET;

THENCE N78°30'01"E A DISTANCE OF 25.51 FEET;

THENCE S86°13'59"E A DISTANCE OF 105.46 FEET;

THENCE S88°48'19"E A DISTANCE OF 131.85 FEET;

THENCE N89°54'10"E A DISTANCE OF 137.97 FEET;

THENCE S89°33'29"E A DISTANCE OF 174.33 FEET;

THENCE N89°10'06"E A DISTANCE OF 372.06 FEET;

THENCE N87°08'59"E A DISTANCE OF 276.06 FEET;

THENCE N88°41'18"E A DISTANCE OF 79.35 FEET;

THENCE N89°28'14"E A DISTANCE OF 119.10 FEET;

THENCE N00°08'46"E A DISTANCE OF 27.95 FEET;

THENCE N90°00'00"E A DISTANCE OF 53.77 FEET;

THENCE S17°55'57"W A DISTANCE OF 27.79 FEET;

THENCE S74°30'04"E A DISTANCE OF 40.35 FEET;

THENCE S83°05'50"E A DISTANCE OF 80.63 FEET;

THENCE N89°18'31"E A DISTANCE OF 141.53 FEET;

THENCE N03°09'17"E A DISTANCE OF 4.57 FEET;

THENCE N88°34'19"E A DISTANCE OF 124.48 FEET;

THENCE S83°51'30"E A DISTANCE OF 93.92 FEET;

THENCE S87°26'05"E A DISTANCE OF 107.04 FEET;

THENCE S49°55'07"E A DISTANCE OF 33.22 FEET;

THENCE S87°44'56"E A DISTANCE OF 64.71 FEET;

THENCE S00°11'39"E A DISTANCE OF 12.30 FEET TO A POINT ON SAID SOUTHERLY LINE OF THE NORTH OF SECTION 1;

THENCE ALONG SAID SOUTHERLY LINE OF THE NORTH HALF, S89°48'17"W A DISTANCE OF 3652.39 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2.939 ACRES OR 128,036 SQUARE FEET MORE OR LESS.

ALL LINEAL DIMENSIONS ARE IN U.S. SURVEY FEET.

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE SOUTHERLY LINE OF THE NORTH HALF OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO ASSUMED TO BEAR N89°48'17"E AND BEING MONUMENTED BY A FOUND 30" #6 REBAR WITH 3-1/4" ALUMINUM CAP PLS #35585 AT THE WEST QUARTER CORNER AND A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #25379 AT THE EAST QUARTER CORNER.

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FOR AND ON BEHALF OF
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12499 WEST COLFAX AVENUE
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MAY 09, 2024
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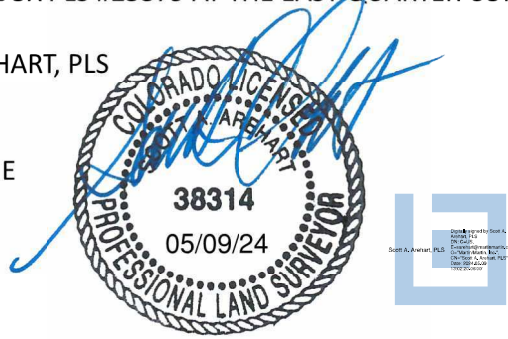
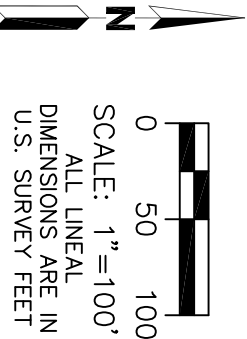
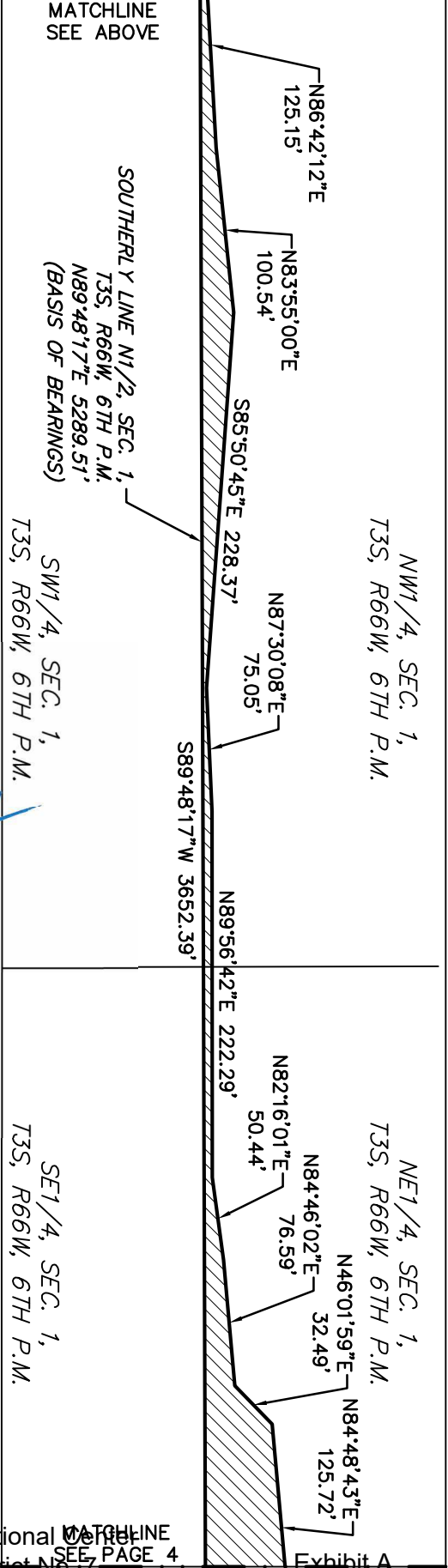
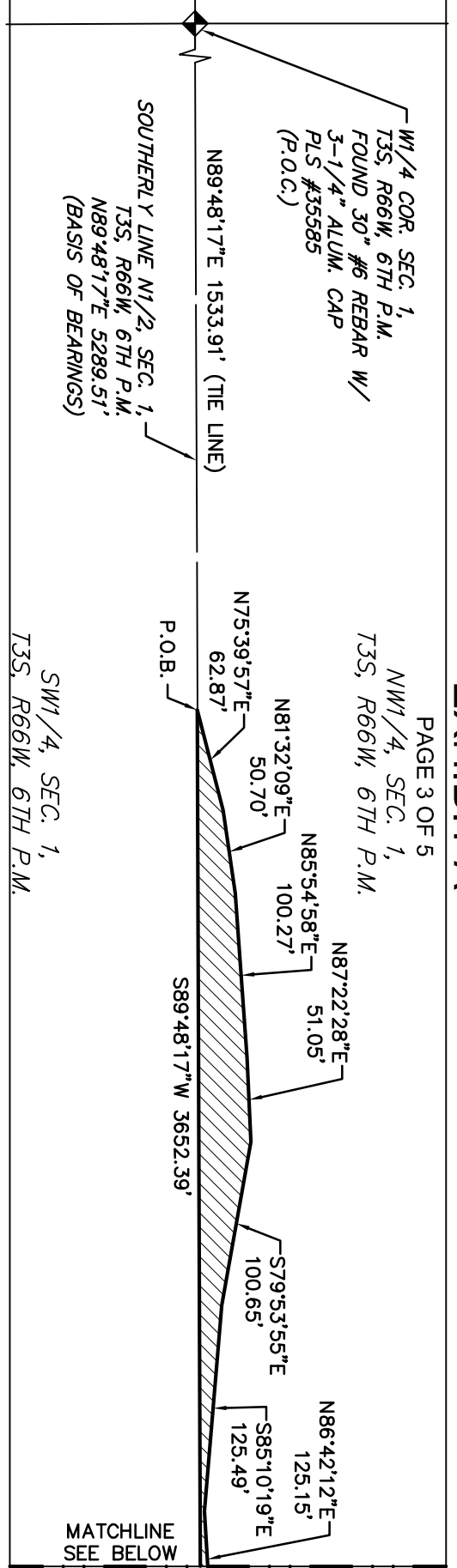


ILLUSTRATION FOR
EXHIBIT A

PAGE 3 OF 5



SCALE: 1"=100'
ALL LINEAL
DIMENSIONS ARE IN
U.S. SURVEY FEET

THIS EXHIBIT DOES NOT REPRESENT A
MONUMENTED LAND SURVEY. IT IS ONLY
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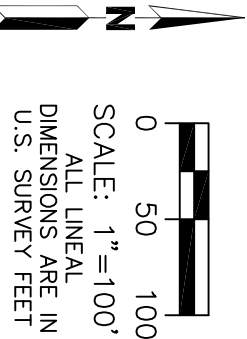
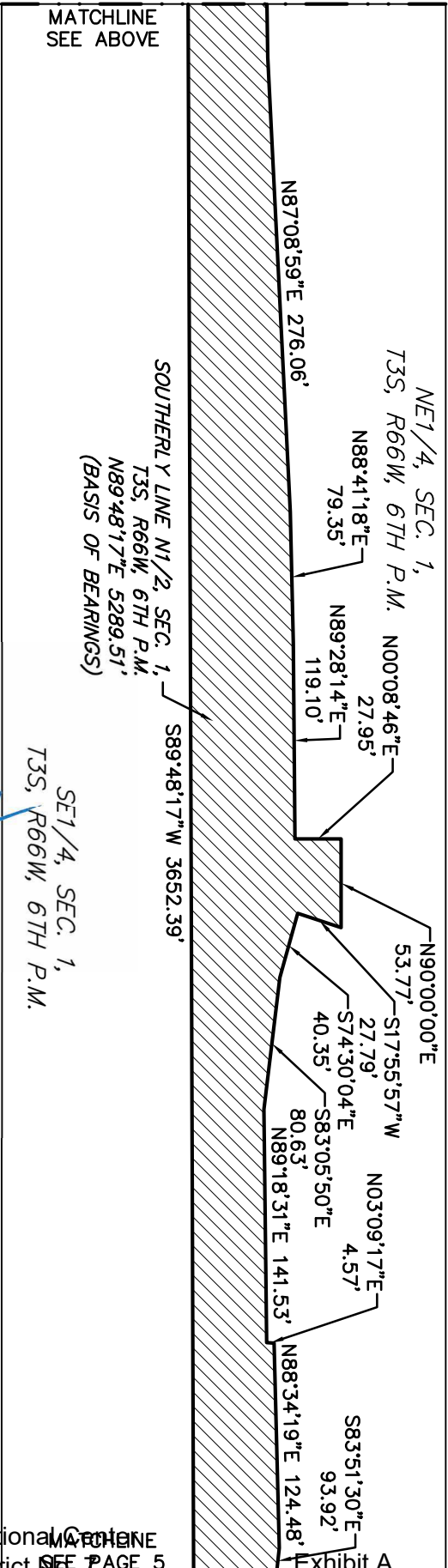
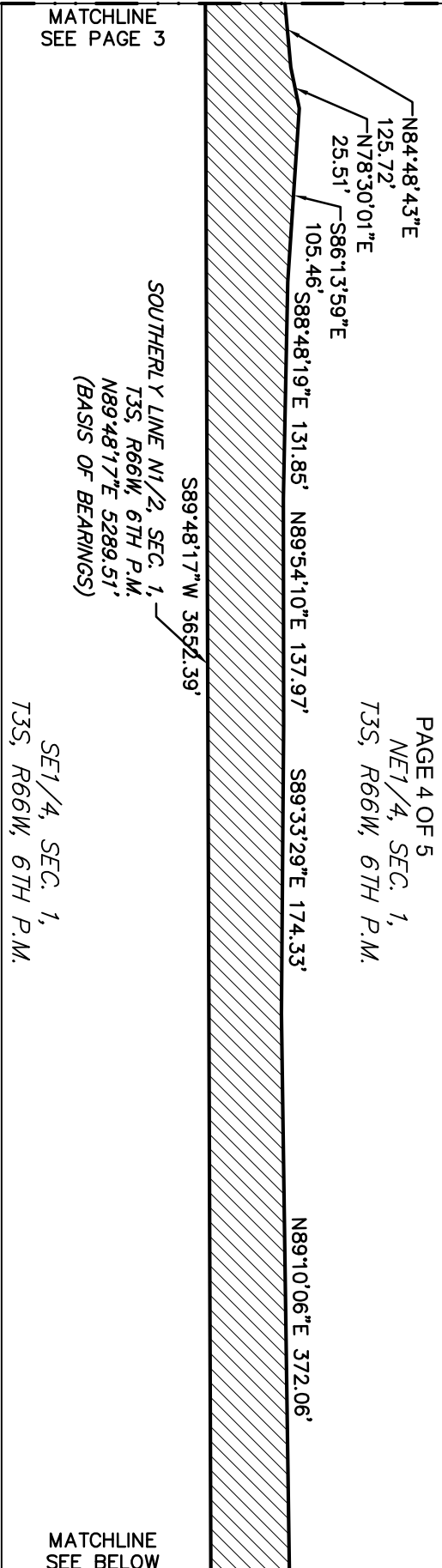
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
MAY 09, 2022



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survey@martinmartin.com | 303.431.6100 | martinmartin.com

ILLUSTRATION FOR
EXHIBIT A

PAGE 4 OF 5
NE1/4, SEC. 1,
T3S, R66W, 6TH P.M.



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



P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING

MAY 09, 2024

Colorado International Center
Metropolitan District No. 1

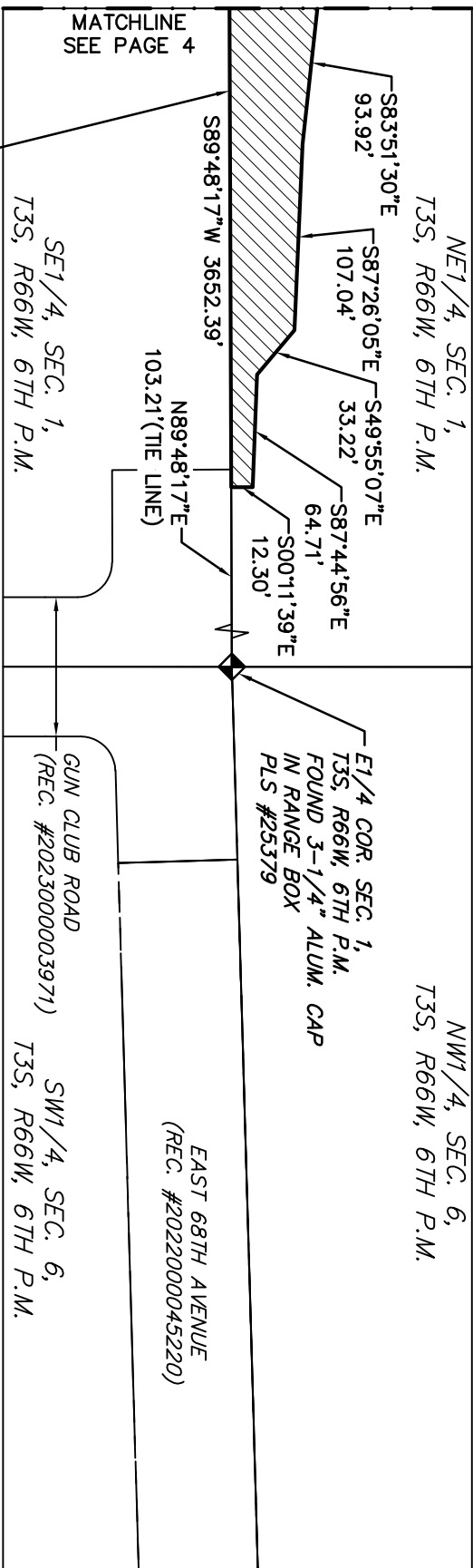
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Lakewood, Colorado 80215

MARTIN/MARTIN
CONSULTING ENGINEERS

ILLUSTRATION FOR
EXHIBIT A

PAGE 5 OF 5



SOUTHERLY LINE N1/2, SEC. 1,
T3S, R66W, 6TH P.M.
N89°48'17"E 5289.51'
(BASIS OF BEARINGS)



SCALE: 1"=100'
ALL LINEAL
DIMENSIONS ARE IN
U.S. SURVEY FEET

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MAY 09, 2024

MARTIN/MARTIN
CONSULTING ENGINEERS

12499 West Colfax Avenue
survey@martinmartin.com | 303.431.6100 | martinmartin.com

Lakewood, Colorado 80215

Exhibit A-1

LAND DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 1, THENCE ALONG THE SOUTHERLY LINE OF THE NORTH HALF OF SAID SECTION 1, N89°48'17"E AND DISTANCE OF 464.64 FEET TO THE POINT OF BEGINNING;

THENCE N03°13'49"W A DISTANCE OF 14.26 FEET;
 THENCE N48°03'14"E A DISTANCE OF 26.58 FEET;
 THENCE N89°07'50"E A DISTANCE OF 68.21 FEET;
 THENCE S79°20'35"E A DISTANCE OF 15.75 FEET;
 THENCE N82°52'26"E A DISTANCE OF 3.57 FEET;
 THENCE S87°13'06"E A DISTANCE OF 32.30 FEET;
 THENCE N89°22'31"E A DISTANCE OF 70.18 FEET;
 THENCE N89°35'40"E A DISTANCE OF 76.59 FEET;
 THENCE S89°45'17"E A DISTANCE OF 75.62 FEET;
 THENCE S87°32'33"E A DISTANCE OF 81.16 FEET;
 THENCE N89°48'17"E A DISTANCE OF 78.53 FEET;
 THENCE N88°10'49"E A DISTANCE OF 51.43 FEET;
 THENCE N84°40'27"E A DISTANCE OF 62.25 FEET;
 THENCE N87°22'25"E A DISTANCE OF 29.46 FEET;
 THENCE S87°00'43"E A DISTANCE OF 31.99 FEET;
 THENCE S80°28'41"E A DISTANCE OF 38.50 FEET;
 THENCE N89°48'17"E A DISTANCE OF 332.91 FEET;
 THENCE N75°39'57"E A DISTANCE OF 61.05 FEET;
 THENCE N81°32'09"E A DISTANCE OF 52.94 FEET;
 THENCE N85°54'58"E A DISTANCE OF 101.55 FEET;
 THENCE N87°22'28"E A DISTANCE OF 54.16 FEET;
 THENCE S79°53'55"E A DISTANCE OF 102.29 FEET;
 THENCE S85°10'19"E A DISTANCE OF 122.56 FEET;
 THENCE N86°42'12"E A DISTANCE OF 122.76 FEET;
 THENCE N83°55'00"E A DISTANCE OF 102.17 FEET;
 THENCE S85°50'45"E A DISTANCE OF 229.15 FEET;
 THENCE N87°30'08"E A DISTANCE OF 74.13 FEET;
 THENCE N89°56'42"E A DISTANCE OF 221.14 FEET;
 THENCE N82°16'01"E A DISTANCE OF 49.30 FEET;
 THENCE N84°46'02"E A DISTANCE OF 68.35 FEET;
 THENCE N46°01'59"E A DISTANCE OF 32.50 FEET;
 THENCE N84°48'43"E A DISTANCE OF 133.14 FEET;
 THENCE N78°30'01"E A DISTANCE OF 27.48 FEET;
 THENCE S86°13'59"E A DISTANCE OF 108.25 FEET;
 THENCE S88°48'19"E A DISTANCE OF 131.01 FEET;
 THENCE N89°54'10"E A DISTANCE OF 137.80 FEET;
 THENCE S89°33'29"E A DISTANCE OF 174.17 FEET;
 THENCE N89°10'06"E A DISTANCE OF 371.34 FEET;
 THENCE N87°08'59"E A DISTANCE OF 275.95 FEET;
 THENCE N88°41'18"E A DISTANCE OF 79.86 FEET;
 THENCE N89°28'14"E A DISTANCE OF 94.56 FEET;
 THENCE N00°08'46"E A DISTANCE OF 28.18 FEET;
 THENCE N90°00'00"E A DISTANCE OF 113.08 FEET;
 THENCE S07°55'17"W A DISTANCE OF 16.07 FEET;
 THENCE N04°55'57"E A DISTANCE OF 12.39 FEET;

THENCE S83°05'50"E A DISTANCE OF 77.09 FEET;
THENCE N89°18'31"E A DISTANCE OF 116.49 FEET;
THENCE N03°09'17"E A DISTANCE OF 4.27 FEET;
THENCE N88°34'19"E A DISTANCE OF 149.21 FEET;
THENCE S83°51'30"E A DISTANCE OF 94.80 FEET;
THENCE S87°26'05"E A DISTANCE OF 114.75 FEET;
THENCE S49°55'07"E A DISTANCE OF 33.15 FEET;
THENCE S87°44'56"E A DISTANCE OF 80.10 FEET;
THENCE S00°11'39"E A DISTANCE OF 36.26 FEET TO A POINT ON SAID SOUTHERLY LINE OF THE NORTH HALF OF SECTION 1;
THENCE ALONG SAID SOUTHERLY LINE OF THE NORTH HALF, S89°48'17"W A DISTANCE OF 25.00 FEET;
THENCE N00°11'39"W A DISTANCE OF 12.30 FEET;
THENCE N87°44'56"W A DISTANCE OF 64.71 FEET;
THENCE N49°55'07"W A DISTANCE OF 33.22 FEET;
THENCE N87°26'05"W A DISTANCE OF 107.04 FEET;
THENCE N83°51'30"W A DISTANCE OF 93.92 FEET;
THENCE S88°34'19"W A DISTANCE OF 124.48 FEET;
THENCE S03°09'17"W A DISTANCE OF 4.57 FEET;
THENCE S89°18'31"W A DISTANCE OF 141.53 FEET;
THENCE N83°05'50"W A DISTANCE OF 80.63 FEET;
THENCE N74°30'04"W A DISTANCE OF 40.35 FEET;
THENCE N17°55'57"E A DISTANCE OF 27.79 FEET;
THENCE S90°00'00"W A DISTANCE OF 53.77 FEET;
THENCE S00°08'46"W A DISTANCE OF 27.95 FEET;
THENCE S89°28'14"W A DISTANCE OF 119.10 FEET;
THENCE S88°41'18"W A DISTANCE OF 79.35 FEET;
THENCE S87°08'59"W A DISTANCE OF 276.06 FEET;
THENCE S89°10'06"W A DISTANCE OF 372.06 FEET;
THENCE N89°33'29"W A DISTANCE OF 174.33 FEET;
THENCE S89°54'10"W A DISTANCE OF 137.97 FEET;
THENCE N88°48'19"W A DISTANCE OF 131.85 FEET;
THENCE N86°13'59"W A DISTANCE OF 105.46 FEET;
THENCE S78°30'01"W A DISTANCE OF 25.51 FEET;
THENCE S84°48'43"W A DISTANCE OF 125.72 FEET;
THENCE S46°01'59"W A DISTANCE OF 32.49 FEET;
THENCE S84°46'02"W A DISTANCE OF 76.59 FEET;
THENCE S82°16'01"W A DISTANCE OF 50.44 FEET;
THENCE S89°56'42"W A DISTANCE OF 222.29 FEET;
THENCE S87°30'08"W A DISTANCE OF 75.05 FEET;
THENCE N85°50'45"W A DISTANCE OF 228.37 FEET;
THENCE S83°55'00"W A DISTANCE OF 100.54 FEET;
THENCE S86°42'12"W A DISTANCE OF 125.15 FEET;
THENCE N85°10'19"W A DISTANCE OF 125.49 FEET;
THENCE N79°53'55"W A DISTANCE OF 100.65 FEET;
THENCE S87°22'28"W A DISTANCE OF 51.05 FEET;
THENCE S85°54'58"W A DISTANCE OF 100.27 FEET;
THENCE S81°32'09"W A DISTANCE OF 50.70 FEET;
THENCE S75°39'57"W A DISTANCE OF 62.87 FEET TO A POINT ON SAID SOUTHERLY LINE OF THE NORTH HALF OF SECTION 1;

THENCE ALONG SAID SOUTHERLY LINE OF THE NORTH HALF, S89°48'17"W A DISTANCE OF 338.14 FEET;
 THENCE N80°28'41"W A DISTANCE OF 39.19 FEET;
 THENCE N87°00'43"W A DISTANCE OF 29.33 FEET;
 THENCE S87°22'25"W A DISTANCE OF 27.65 FEET;
 THENCE S84°40'27"W A DISTANCE OF 62.42 FEET;
 THENCE S88°10'49"W A DISTANCE OF 52.55 FEET TO A POINT ON SAID SOUTHERLY LINE OF THE NORTH HALF OF SECTION 1;
 THENCE ALONG SAID SOUTHERLY LINE OF THE NORTH HALF, S89°48'17"W A DISTANCE OF 79.46 FEET;
 THENCE N87°32'33"W A DISTANCE OF 81.25 FEET;
 THENCE N89°45'17"W A DISTANCE OF 75.00 FEET;
 THENCE S89°35'40"W A DISTANCE OF 76.40 FEET;
 THENCE S89°22'31"W A DISTANCE OF 70.87 FEET;
 THENCE N87°13'06"W A DISTANCE OF 30.88 FEET;
 THENCE S82°52'26"W A DISTANCE OF 5.31 FEET;
 THENCE N79°20'35"W A DISTANCE OF 17.14 FEET;
 THENCE S89°07'50"W A DISTANCE OF 56.32 FEET;
 THENCE S48°03'14"W A DISTANCE OF 5.21 FEET;
 THENCE S03°13'49"E A DISTANCE OF 3.59 FEET TO A POINT ON SAID SOUTHERLY LINE OF THE NORTH HALF OF SECTION 1;
 THENCE ALONG SAID SOUTHERLY LINE OF THE NORTH HALF, S89°48'17"W A DISTANCE OF 25.04 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2.791 ACRES OR 121,563 SQUARE FEET MORE OR LESS.

ALL LINEAL DIMENSIONS ARE IN U.S. SURVEY FEET.

BASIS OF BEARINGS

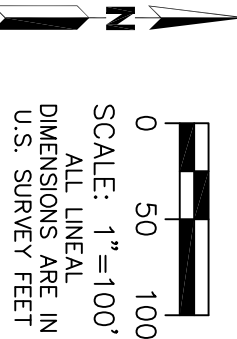
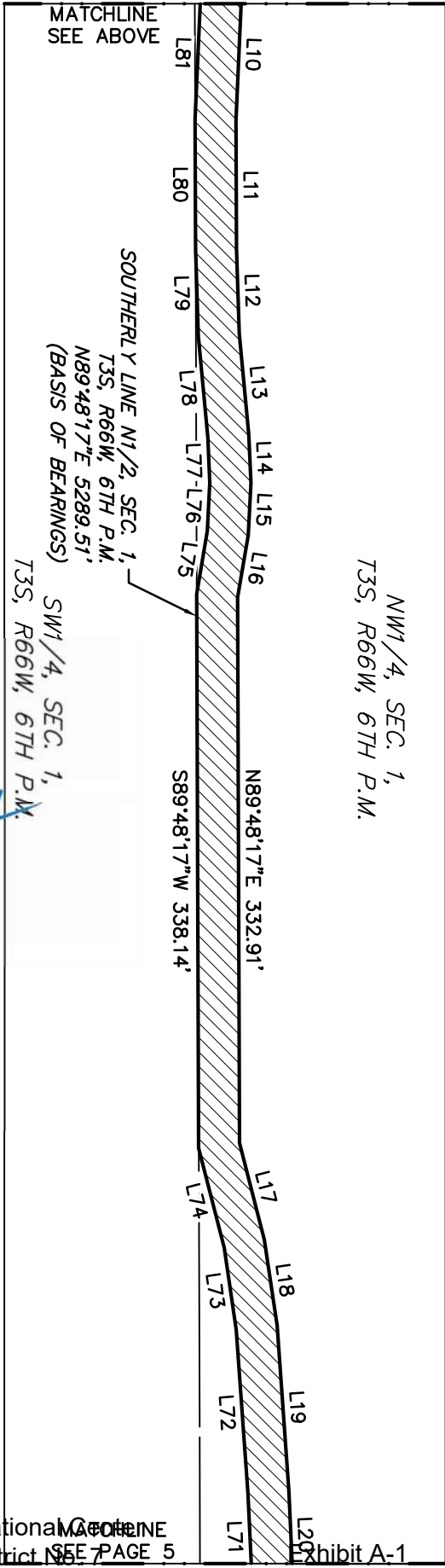
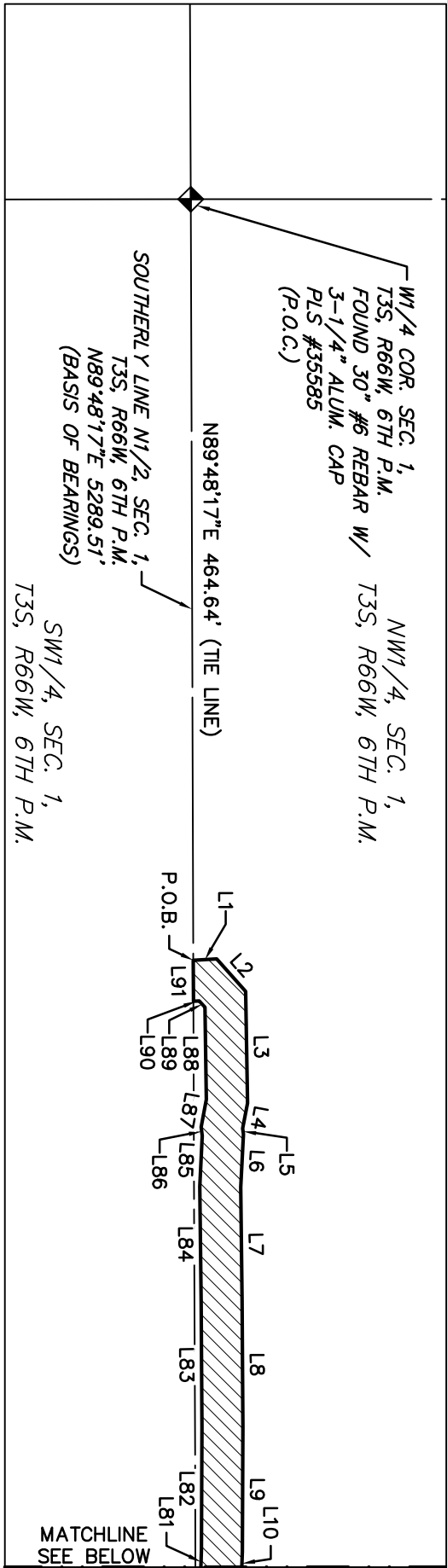
BEARINGS ARE BASED ON THE SOUTHERLY LINE OF THE NORTH HALF OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO ASSUMED TO BEAR N89°48'17"E AND BEING MONUMENTED BY A FOUND 30" #6 REBAR WITH 3-1/4" ALUMINUM CAP PLS #35585 AT THE WEST QUARTER CORNER AND A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #25379 AT THE EAST QUARTER CORNER.

PREPARED BY SCOTT A. AREHART, PLS
 FOR AND ON BEHALF OF
 MARTIN/MARTIN, INC.
 12499 WEST COLFAX AVENUE
 LAKEWOOD, CO. 80215
 303-431-6100
 MAY 09, 2024
 PROJECT NO. 19.1043



ILLUSTRATION FOR
EXHIBIT A

PAGE 4 OF 7



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



P.O.C. = POINT OF COMMENCEMENT
 P.O.B. = POINT OF BEGINNING
 MAY 09, 2022

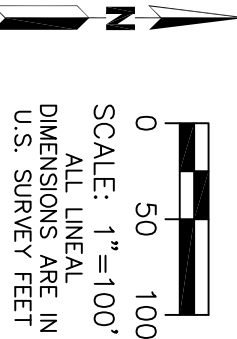
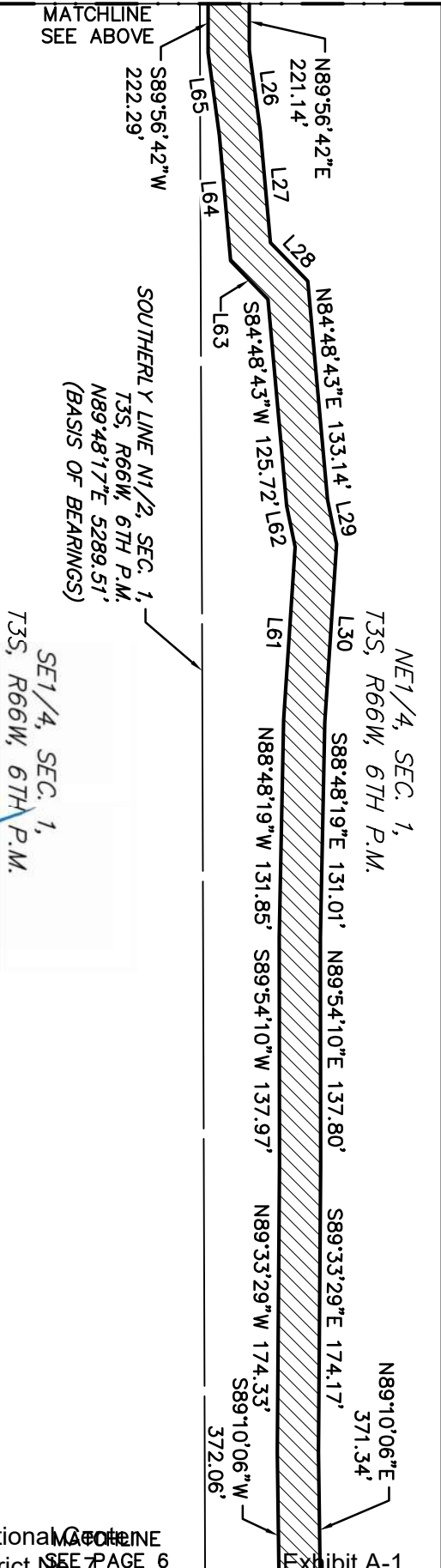
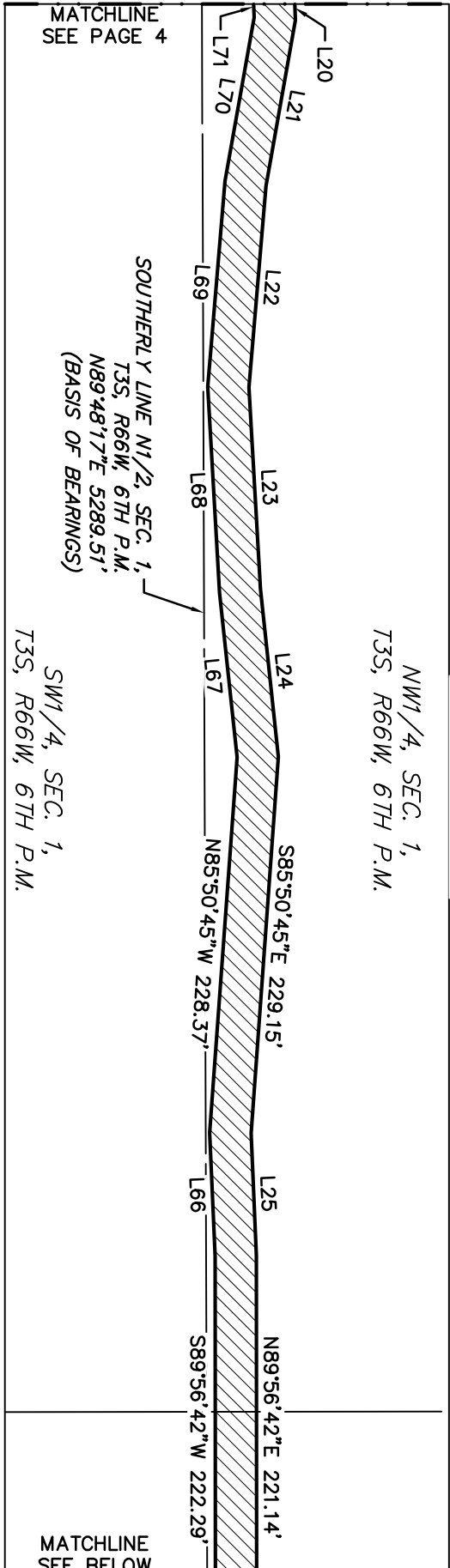


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ILLUSTRATION FOR
EXHIBIT A

PAGE 5 OF 7

NW1/4, SEC. 1,
T3S, R66W, 6TH P.M.



SCALE: 1"=100'
ALL LINEAL
DIMENSIONS ARE IN
U.S. SURVEY FEET

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



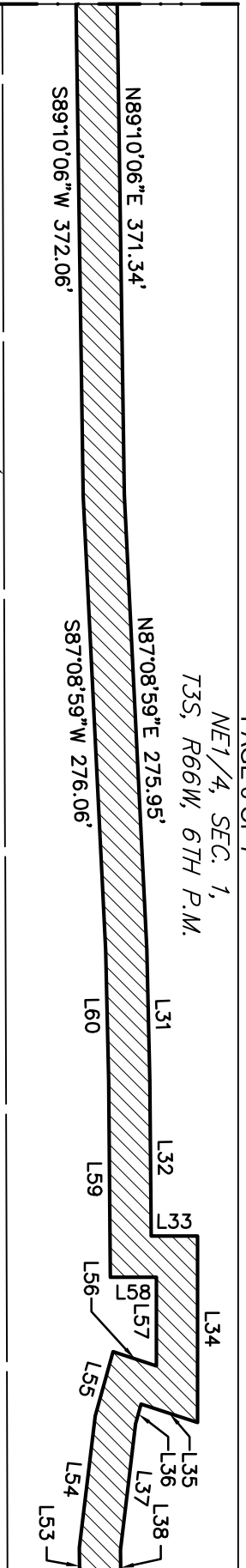
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
MAY 09, 2024



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Lakewood, Colorado 80215

ILLUSTRATION FOR
EXHIBIT A

PAGE 6 OF 7

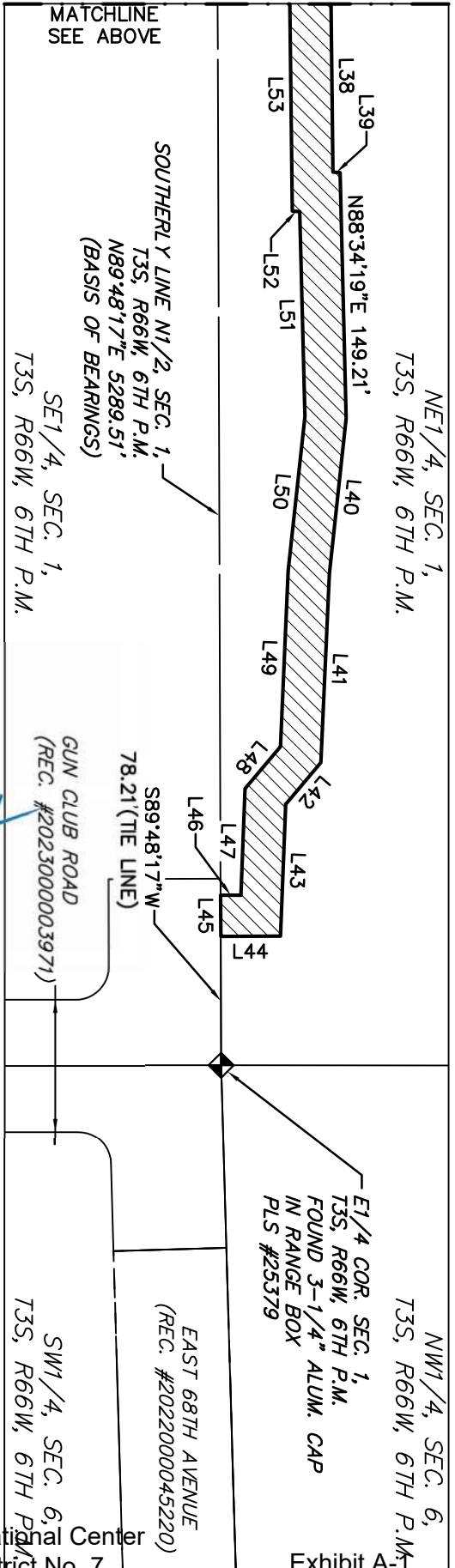


MATCHLINE
SEE PAGE 5

SOUTHERLY LINE N1/2, SEC. 1,
T3S, R66W, 6TH P.M.
N89°48'17\"/>

SE1/4, SEC. 1,
T3S, R66W, 6TH P.M.

MATCHLINE
SEE BELOW



MATCHLINE
SEE ABOVE

SOUTHERLY LINE N1/2, SEC. 1,
T3S, R66W, 6TH P.M.
N89°48'17\"/>

SE1/4, SEC. 1,
T3S, R66W, 6TH P.M.

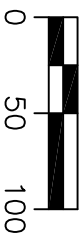
GUN CLUB ROAD
(REC. #20230000003971)

E1/4 COR. SEC. 1,
T3S, R66W, 6TH P.M.
FOUND 3-1/4\"/>

EAST 68TH AVENUE
(REC. #2022000045220)

SW1/4, SEC. 6,
T3S, R66W, 6TH P.M.

Exhibit A



SCALE: 1"=100'
ALL LINEAL
DIMENSIONS ARE IN
U.S. SURVEY FEET

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



P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
MAY 09, 2022

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ILLUSTRATION FOR

EXHIBIT A

PAGE 7 OF 7

LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	N03°13'49"W	14.26'
L2	N48°03'14"E	26.58'
L3	N89°07'50"E	68.21'
L4	S79°20'35"E	15.75'
L5	N82°52'26"E	3.57'
L6	S87°13'06"E	32.30'
L7	N89°22'31"E	70.18'
L8	N89°35'40"E	76.59'
L9	S89°45'17"E	75.62'
L10	S87°32'33"E	81.16'
L11	N89°48'17"E	78.53'
L12	N88°10'49"E	51.43'
L13	N84°40'27"E	62.25'
L14	N87°22'25"E	29.46'
L15	S87°00'43"E	31.99'
L16	S80°28'41"E	38.50'
L17	N75°39'57"E	61.05'
L18	N81°32'09"E	52.94'
L19	N85°54'58"E	101.55'
L20	N87°22'28"E	54.16'
L21	S79°53'55"E	102.29'
L22	S85°10'19"E	122.56'
L23	N86°42'12"E	122.76'
L24	N83°55'00"E	102.17'
L25	N87°30'08"E	74.13'
L26	N82°16'01"E	49.30'
L27	N84°46'02"E	68.35'
L28	N46°01'59"E	32.50'
L29	N78°30'01"E	27.48'
L30	S86°13'59"E	108.25'
L31	N88°41'18"E	79.86'

LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L32	N89°28'14"E	94.56'
L33	N00°08'46"E	28.18'
L34	N90°00'00"E	113.08'
L35	S17°55'57"W	36.07'
L36	S74°30'04"E	12.39'
L37	S83°05'50"E	77.09'
L38	N89°18'31"E	116.49'
L39	N03°09'17"E	4.27'
L40	S83°51'30"E	94.80'
L41	S87°26'05"E	114.75'
L42	S49°55'07"E	33.15'
L43	S87°44'56"E	80.10'
L44	S00°11'39"E	36.26'
L45	S89°48'17"W	25.00'
L46	N00°11'39"W	12.30'
L47	N87°44'56"W	64.71'
L48	N49°55'07"W	33.22'
L49	N87°26'05"W	107.04'
L50	N83°51'30"W	93.92'
L51	S88°34'19"W	124.48'
L52	S03°09'17"W	4.57'
L53	S89°18'31"W	141.53'
L54	N83°05'50"W	80.63'
L55	N74°30'04"W	40.35'
L56	N17°55'57"E	27.79'
L57	S90°00'00"W	53.77'
L58	S00°08'46"W	27.95'
L59	S89°28'14"W	119.10'
L60	S88°41'18"W	79.35'
L61	N86°13'59"W	105.46'

LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L62	S78°30'01"W	25.51'
L63	S46°01'59"W	32.49'
L64	S84°46'02"W	76.59'
L65	S82°16'01"W	50.44'
L66	S87°30'08"W	75.05'
L67	S83°55'00"W	100.54'
L68	S86°42'12"W	125.15'
L69	N85°10'19"W	125.49'
L70	N79°53'55"W	100.65'
L71	S87°22'28"W	51.05'
L72	S85°54'58"W	100.27'
L73	S81°32'09"W	50.70'
L74	S75°39'57"W	62.87'
L75	N80°28'41"W	39.19'
L76	N87°00'43"W	29.33'
L77	S87°22'25"W	27.65'
L78	S84°40'27"W	62.42'
L79	S88°10'49"W	52.55'
L80	S89°48'17"W	79.46'
L81	N87°32'33"W	81.25'
L82	N89°45'17"W	75.00'
L83	S89°35'40"W	76.40'
L84	S89°22'31"W	70.87'
L85	N87°13'06"W	30.88'
L86	S82°52'26"W	5.31'
L87	N79°20'35"W	17.14'
L88	S89°07'50"W	56.32'
L89	S48°03'14"W	5.21'
L90	S03°13'49"E	3.59'
L91	S89°48'17"W	25.04'



MAY 09, 2024

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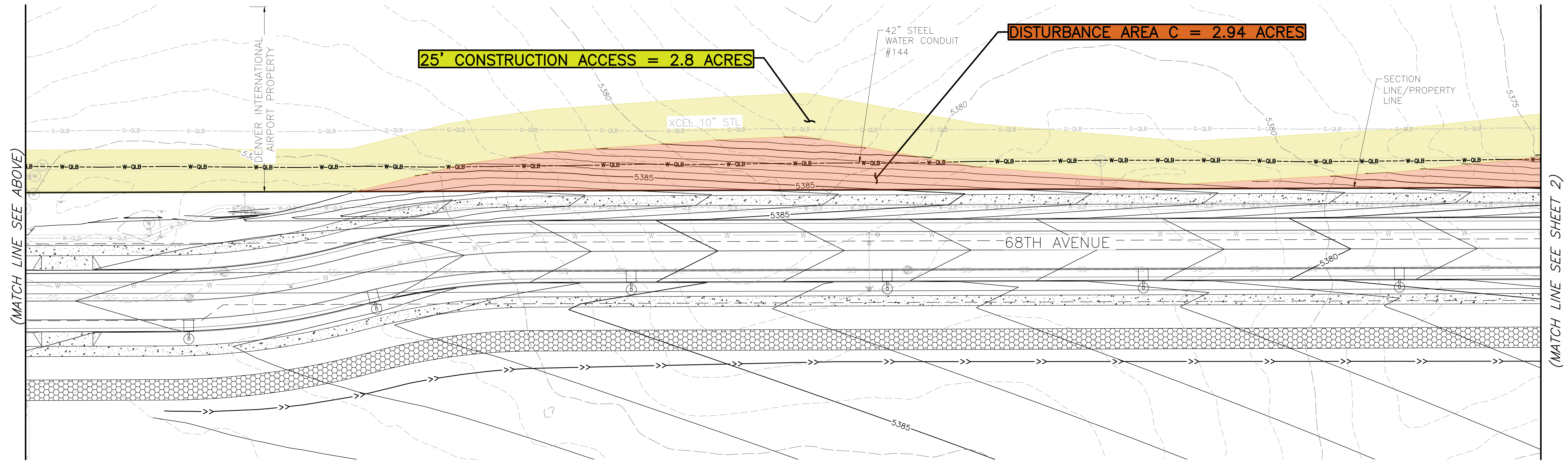
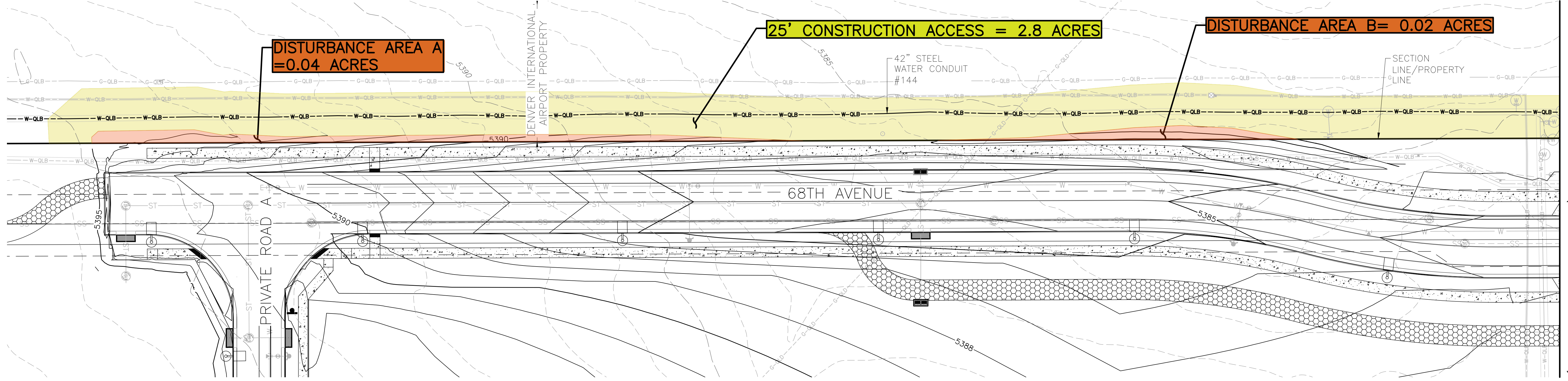
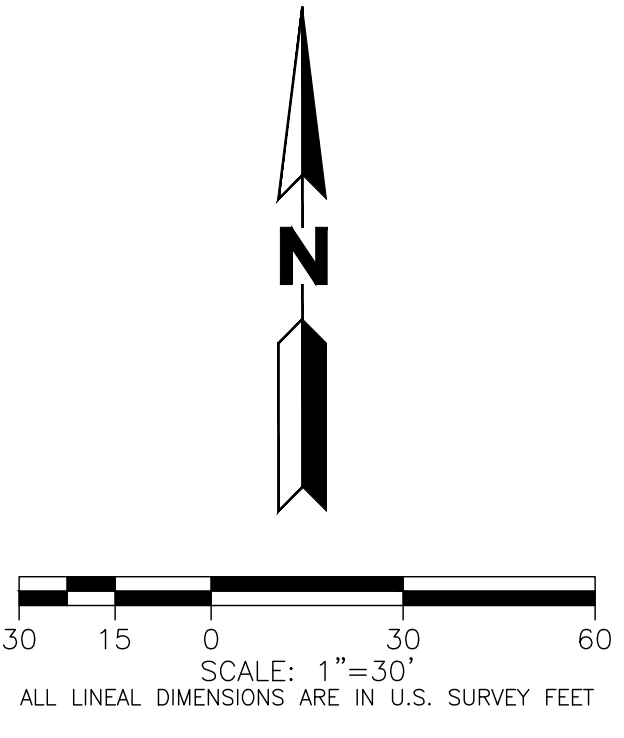
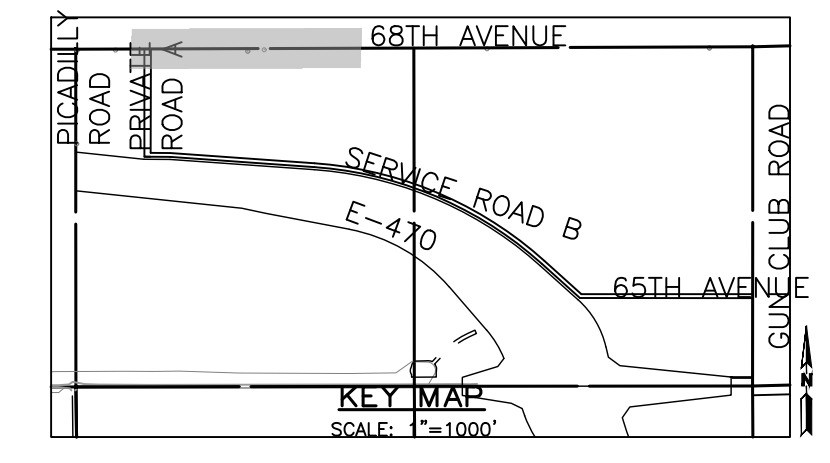
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DRAWING LOCATION: G:\HORN\19.1043-High Point - EAST\C21 Existing Util DW & EGCY Adjustment Plans\Survey\Exhibits\Exhibit A - 25' Construction Easement.dwg

NOTE:
DISTURBANCE AREA WITHIN DEN PROPERTY
BASED ON APPROVED OVERLOT GRADING BY
DEN AND DENVER WATER FOR GRADING OVER
CONDUIT #144. DENVER WATER PROJECT
#22250

DEN DISTURBANCE AREA	
DISTURBANCE AREA A	0.04
DISTURBANCE AREA B	0.02 ACRES
DISTURBANCE AREA C	2.94 ACRES
TOTAL DISTURBANCE	3.0 ACRES
25' CONSTRUCTION ACCESS	2.8 ACRES



(MATCH LINE SEE BELOW)

(MATCH LINE SEE SHEET 2)

DEN PROPERTY DISTURBANCE

OVERALL EXHIBIT

No.	Issue / Revision	Date	Name
1	EXHIBIT	04/30/24	MM

Job Number	19.1043
Project Manager	P.HORN
Design By	D.BEJARANO
Drawn By	D.BEJARANO
Principal in Charge	P.HORN

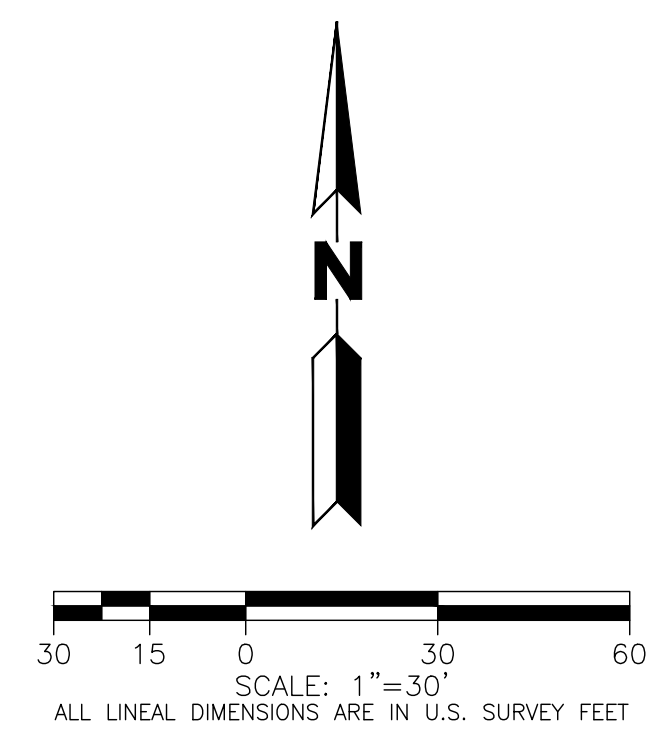
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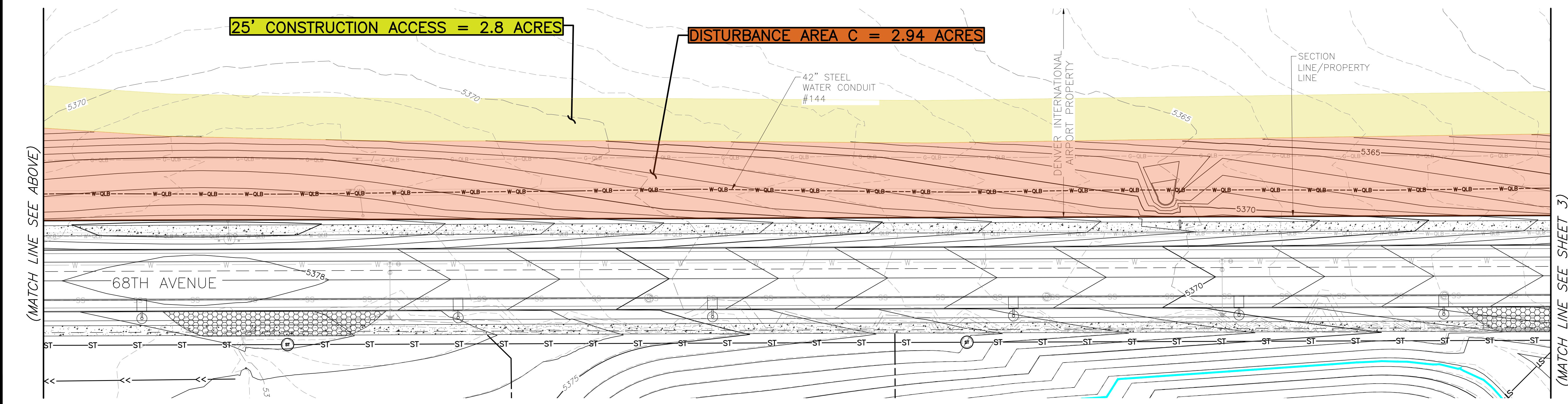
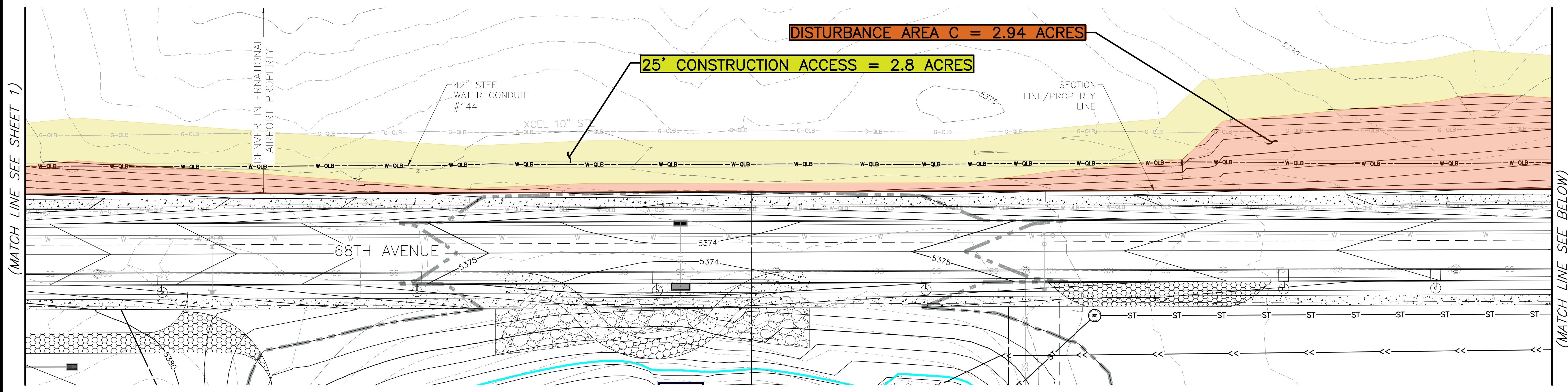
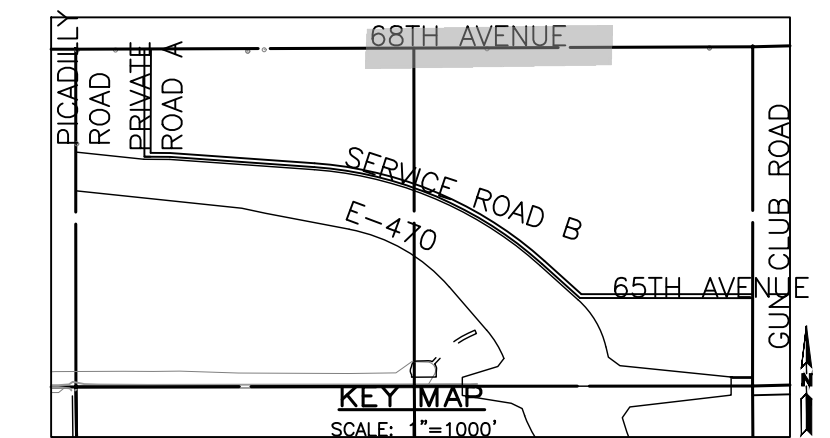
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PLOT DATE: Tuesday, April 30, 2024 2:36 PM LAST SAVED BY: DBEJARANO
DRAWING LOCATION: G:\HORN\19.1043-High Point - EAST\C21 Existing Util DW & ECCV Adjustment Plans\PLANS\DENVER WATER\EXHIBITS\Den Acreage.dwg



NOTE:
 DISTURBANCE AREA WITHIN DEN PROPERTY
 BASED ON APPROVED OVERLOT GRADING BY
 DEN AND DENVER WATER FOR GRADING OVER
 CONDUIT #144. DENVER WATER PROJECT
 #22250

DEN DISTURBANCE AREA	
DISTURBANCE AREA A	0.04
DISTURBANCE AREA B	0.02 ACRES
DISTURBANCE AREA C	2.94 ACRES
TOTAL DISTURBANCE	3.0 ACRES
25' CONSTRUCTION ACCESS	2.8 ACRES



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 12499 WEST COLFAX AVENUE, LAKEWOOD, COLORADO 80215
 303.431.6100 MARTINMARTIN.COM

NOT FOR CONSTRUCTION

DEN PROPERTY DISTURBANCE
 OVERALL EXHIBIT

No.	Issue / Revision	Date	Name
1	EXHIBIT	04/30/24	MM

Job Number: 19.1043
 Project Manager: P.HORN
 Design By: D.BEJARANO
 Drawn By: D.BEJARANO
 Principal in Charge: P.HORN

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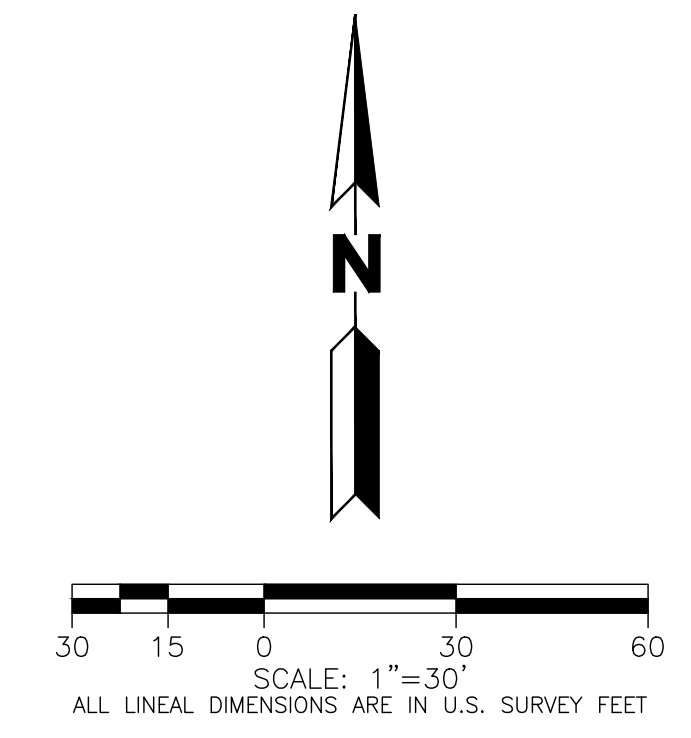
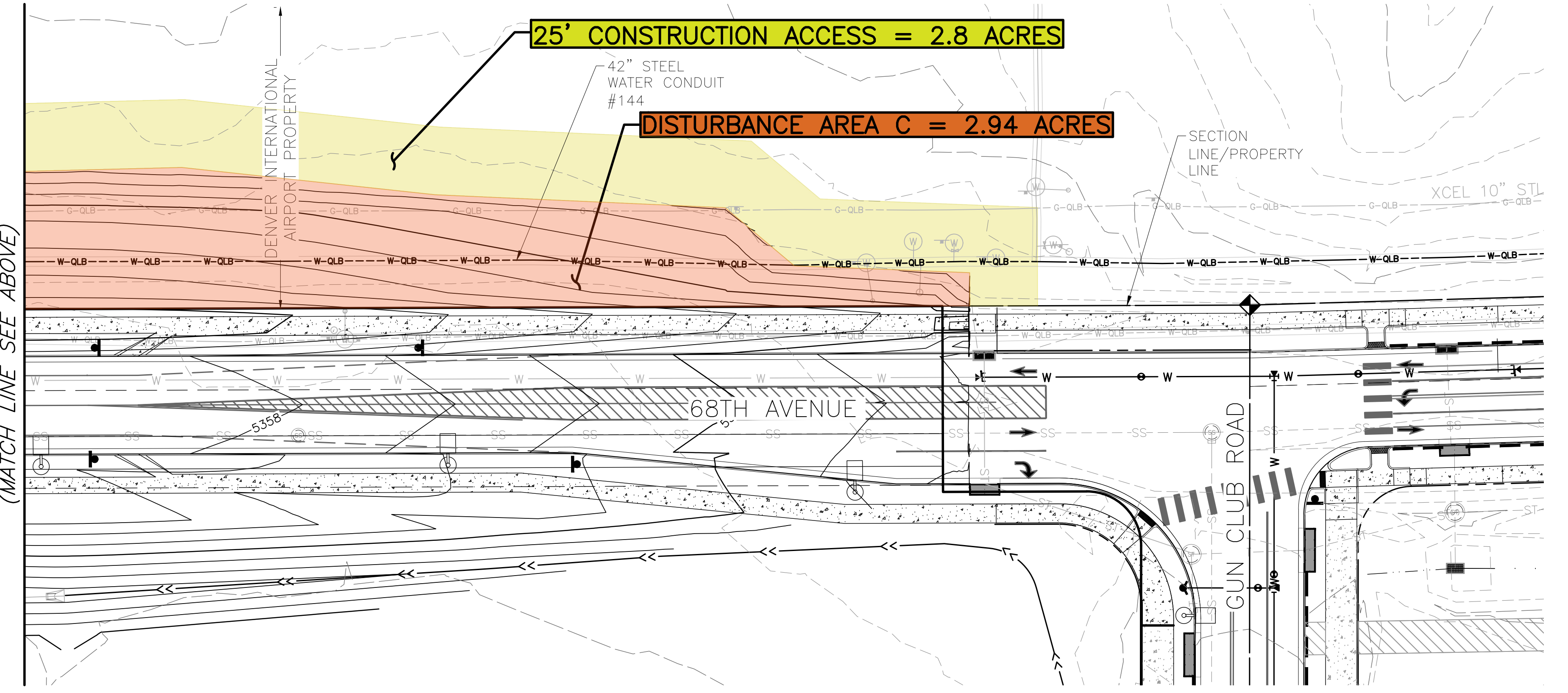
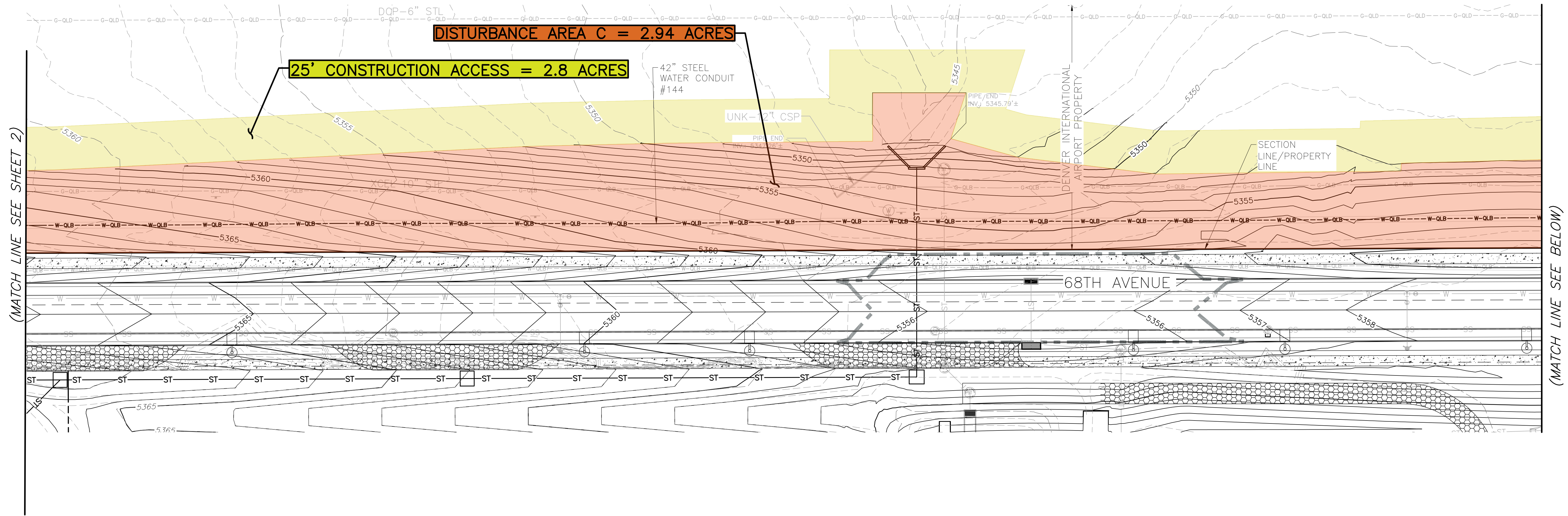
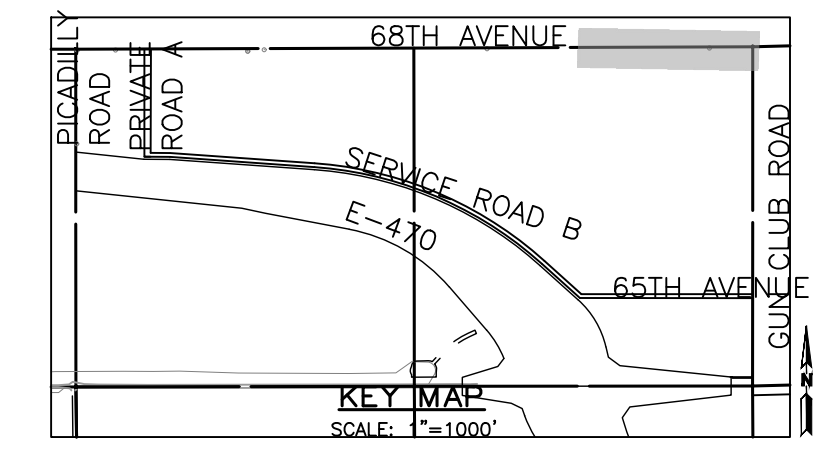
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DRAWING LOCATION: G:\HORN\19.1043-High Point - EAST\C21 Existing Util DW & ECCV Adjustment Plans\PLANS\DENVER WATER\EXHIBITS\Den Acreage.dwg

NOTE:
DISTURBANCE AREA WITHIN DEN PROPERTY
BASED ON APPROVED OVERLOT GRADING BY
DEN AND DENVER WATER FOR GRADING OVER
CONDUIT #144. DENVER WATER PROJECT
#22250

DEN DISTURBANCE AREA	
DISTURBANCE AREA A	0.04
DISTURBANCE AREA B	0.02 ACRES
DISTURBANCE AREA C	2.94 ACRES
TOTAL DISTURBANCE	3.0 ACRES
25' CONSTRUCTION ACCESS	2.8 ACRES



DEN PROPERTY DISTURBANCE

No.	Issue / Revision	Date	Name
1	EXHIBIT	04/30/24	MM

Job Number 19.1043
 Project Manager P.HORN
 Design By D.BEJARANO
 Drawn By D.BEJARANO
 Principal in Charge P.HORN

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Sheet Number:

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OVERALL EXHIBIT

DEN PROPERTY DISTURBANCE

MARTIN/MARTIN
 CONSULTING ENGINEERS
 12495 WEST COLFAX AVENUE, LAKEWOOD, COLORADO 80215
 303.431.6100 MARTINMARTIN.COM

NOT FOR CONSTRUCTION

EXHIBIT C

CITY AND COUNTY OF DENVER INSURANCE REQUIREMENTS FOR DEPARTMENT OF AVIATION CONSTRUCTION AGREEMENT (NON-ROCIP)

A. Certificate Holder and Submission Instructions

Contractor must provide a Certificate of Insurance as follows:

Certificate Holder: CITY AND COUNTY OF DENVER
Denver International Airport
8500 Peña Boulevard
Denver CO 80249
Attn/Submit to: contractadmininvoices@flydenver.com

- ACORD Form (or equivalent) certificate is required.
- Contractor must be evidenced as a Named Insured party.
- Electronic submission only, hard copy documents will not be accepted.
- Reference on the certificate must include the City-assigned Contract Number, if applicable.

The City may at any time modify submission requirements, including the use of third-party software and/or services, which may include an additional fee to the Contractor.

B. Defined Terms

1. "Agreement" as used in this exhibit refers to the contractual agreement to which this exhibit is attached, irrespective of any other title or name it may otherwise have.
2. "Contractor" as used in this exhibit refers to the party contracting with the City and County of Denver pursuant to the attached Agreement.

C. Coverages and Limits

1. Commercial General Liability

Contractor shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, independent contractors, and products and completed operations in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations annual aggregate; if policy contains a general aggregate, a minimum limit of \$2,000,000 annual per location aggregate must be maintained.

- a. Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
- b. Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.
- c. If a "per location" policy aggregate is required, "location" shall mean the entire airport premises.
- d. Coverage shall include Fire Damage Legal Liability in a minimum limit of \$100,000 per fire.

2. Business Automobile Liability

Contractor shall maintain a minimum limit of \$1,000,000 combined single limit each occurrence for bodily injury and property damage for all owned, leased, hired and/or non-owned vehicles used in performing services under this Agreement.

- a. If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.
- b. If Contractor does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.

- c. If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
 - d. If Contractor does not own any fleet vehicles and Contractor's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Contractor shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Contractor. This provision does not apply to persons solely commuting to and from the airport.
 - e. If Contractor will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services this requirement is waived.
3. Workers' Compensation and Employer's Liability Insurance
Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
 - a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Contractor to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.
4. Contractors Pollution Liability:
Contractor shall maintain insurance covering work site operations that are conducted on DEN premises including project management and site supervision duties with a limit no less than \$1,000,000 each occurrence and \$2,000,000 annual policy aggregate for claims arising out of a pollution condition or site environmental condition.
 - a. Coverage shall include claims/losses for bodily injury, property damage including loss of use of damaged property, defense costs including costs and expenses incurred in the investigation, defense or settlement of claims, and cleanup cost for pollution conditions resulting from illicit abandonment, the discharge, dispersal, release, escape, migration or seepage of any solid, liquid, gaseous or thermal irritant, contaminant, or pollutant, including soil, silt, sedimentation, smoke, soot, vapors, fumes, acids, alkalis, chemicals, electromagnetic fields, hazardous substances, hazardous materials, waste materials, low level radioactive waste, mixed wastes, on, in, into, or upon land and structures thereupon, the atmosphere, surface water or groundwater on DEN premises.
 - b. Work site means a location where covered operations are being performed, including real property rented or leased from the City for the purpose of conducting covered operations.
5. Professional Liability (Errors & Omissions):
Contractor shall maintain a minimum limit of \$1,000,000 per occurrence and annual policy aggregate, providing coverage for applicable services outlined in this Agreement.
6. Builder's Risk Insurance or Installation Floater:
During the duration of the construction or tenant buildout activity, Contractor shall provide, coverage on a Completed Value Replacement Cost Basis, including value of subsequent modifications, change orders, and cost of material supplied or installed by others, comprising total value of the entire project at the site. Such insurance shall:
 - a. apply from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site;
 - b. be maintained until formal acceptance of the project by DEN or the placement of permanent

- property insurance coverage, whichever is later;
- c. include interests of the City and if applicable, affiliated, or associate entities, the General Contractor, subcontractors, and sub-tier contractors in the project;
- d. be written on a Special Completed Value Covered Cause of Loss form and shall include theft, vandalism, malicious mischief, collapse, false-work, temporary buildings, transit, debris removal, demolition, increased cost of construction, flood (including water damage), earthquake, and if applicable, all below and above ground structures, piping, foundations including underground water and sewer mains, pilings including the ground on which the structure rests and excavation, backfilling, filling and grading;
- e. include a Beneficial Occupancy Clause, specifically permitting occupancy of the building during construction. Commercial Operator shall take reasonable steps to obtain consent of the insurer and delete any provisions with regard to restrictions within any Occupancy Clauses within the Builder's Risk Policy;
- f. include Equipment Breakdown Coverage (a.k.a. Boiler & Machinery), if appropriate, which shall specifically cover insured equipment during installation and testing (including cold and hot testing).

7. **Property Insurance**

Contractor is solely responsible for any loss or damage to its real or business personal property located on DEN premises including, but not limited to, materials, tools, equipment, vehicles, furnishings, structures and personal property of its employees and subcontractors unless caused by the sole, gross negligence of the City. If Contractor carries property insurance on its property located on DEN premises, a waiver of subrogation as outlined in Section F will be required from its insurer.

8. **Unmanned Aerial Vehicle (UAV) Liability:**

If Contractor desires to use drones in any aspect of its work or presence on DEN premises, the following requirements must be met prior to commencing any drone operations:

- a. Express written permission must be granted by DEN.
- b. Express written permission must be granted by the Federal Aviation Administration (FAA).
- c. Drone equipment must be properly registered with the FAA.
- d. Drone operator(s) must be properly licensed by the FAA.
- e. Contractor must maintain UAV Liability including flight coverage, personal and advertising injury liability, and hired/non-owned UAV liability for its commercial drone operations with a limit no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

9. **Excess/Umbrella Liability**

Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess/Umbrella policy(ies) must follow form of the primary policies with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance.

D. Reference to Project and/or Contract

The City Project Name, Title of Agreement and/or Contract Number and description shall be noted on the Certificate of Insurance, if applicable.

E. Additional Insured

For all coverages required under this Agreement (excluding Workers' Compensation, Employer's Liability and Professional Liability, if required), Contractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, successors, agents, employees, and volunteers as Additional Insureds by policy endorsement.

F. Waiver of Subrogation

For all coverages required under this Agreement (excluding Professional Liability, if required), Contractor's insurer(s) shall waive subrogation rights against the City and County of Denver, its elected and appointed officials, successors, agents, employees, and volunteers by policy endorsement.

If Contractor will be completing all services to the City under this Agreement remotely and not be traveling to locations under direction of the City to perform services, this requirement is waived specific to Workers' Compensation coverage.

G. Notice of Material Change, Cancellation or Nonrenewal

Each certificate and related policy shall contain a valid provision requiring notification to the Certificate Holder in the event any of the required policies be canceled or non-renewed or reduction in required coverage before the expiration date thereof.

1. Such notice shall reference the DEN assigned contract number related to this Agreement.
2. Such notice shall be sent thirty (30) calendar days prior to such cancellation or non-renewal or reduction in required coverage unless due to non-payment of premiums for which notice shall be sent ten (10) calendar days prior.
3. If such written notice is unavailable from the insurer or afforded as outlined above, Contractor shall provide written notice of cancellation, non-renewal and any reduction in required coverage to the Certificate Holder within three (3) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer(s) as verification. Contractor shall replace cancelled or nonrenewed policies with no lapse in coverage and provide an updated Certificate of Insurance to DEN.
4. In the event any general aggregate or other aggregate limits are reduced below the required minimum per occurrence limits, Contractor will procure, at its own expense, coverage at the requirement minimum per occurrence limits. If Contractor cannot replenish coverage within ten (10) calendar days, it must notify the City immediately.

H. Cooperation

Contractor agrees to fully cooperate in connection with any investigation or inquiry and accept any formally tendered claim related to this Agreement, whether received from the City or its representative. Contractor's failure to fully cooperate may, as determined in the City's sole discretion, provide cause for default under the Agreement. The City understands acceptance of a tendered claim does not constitute acceptance of liability.

I. Additional Provisions

1. Deductibles or any type of retention are the sole responsibility of the Contractor.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. Coverage required may not contain an exclusion related to operations on airport premises.
4. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
5. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City under all policies where Additional Insured status is required.
6. If the Contractor procures or maintains insurance policies with coverages or limits beyond those stated herein, such greater policies will apply to their full effect and not be reduced or limited by the minimum requirements stated herein.
7. All policies shall be written on an occurrence form. If an occurrence form is unavailable or not industry norm for a given policy type, claims-made coverage will be accepted by the City provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to the City, whichever is earlier, and continuous coverage will be maintained or an extended reporting period placed for three years (eight years for construction-related agreements) beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
8. Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by an authorized representative and must be submitted to the City at the time Contractor signed this Agreement.
9. The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
10. Certificate of Insurance and Related Endorsements: The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements shall not act as a waiver of

Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. All coverage requirements shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements.

11. The City shall have the right to verify, at any time, all coverage, information, or representations, and the insured and its insurance representatives shall promptly and fully cooperate in any such audit the City may elect to undertake including provision of copies of insurance policies upon request. In the case of such audit, the City may be subject to a non-disclosure agreement and/or redactions of policy information unrelated to verification of required coverage.
12. No material changes, modifications, or interlineations to required insurance coverage shall be allowed without the review and written approval of DEN Risk Management.
13. Contractor shall be responsible for ensuring the City is provided updated Certificate(s) of Insurance prior to each policy renewal.
14. Contractor's failure to maintain required insurance shall be the basis for immediate suspension and cause for termination of this Agreement, at the City's sole discretion and without penalty to the City.

J. Part 230 and the DEN Airport Rules and Regulations

If the minimum insurance requirements set forth herein differ from the equivalent types of insurance requirements in Part 230 of the DEN Airport Rules and Regulations, the greater and broader insurance requirements shall supersede those lesser requirements, unless expressly excepted in writing by DEN Risk Management. Part 230 applies to Contractor and its subcontractors of any tier.

K. Applicability of ROCIP Requirements

The City and County of Denver and Denver International Airport (hereinafter referred to collectively as "DEN") has arranged for certain construction activities at DEN to be insured under an Owner Controlled Insurance Program (OCIP) or a Rolling Owner Controlled Insurance Program (ROCIP) (hereinafter collectively referred to as "ROCIP"). A ROCIP is a single insurance program that insures DEN, the Contractor and subcontractors of any tier, and other designated parties (Enrolled Parties), for work performed at the Project Site. **Work contemplated under this Agreement by Contractor is NOT included under a ROCIP program. Contractor must provide its own insurance as specified in this Agreement. If Contractor is assigned work to be conducted within a ROCIP Project Site it must comply with the provisions of the DEN ROCIP Safety Manual, which is part of the Contract Documents and which is linked below to the most recent manual.**

[DEN ROCIP Safety Manual](#)

DEN is additionally providing links to the DEN ROCIP Insurance Manual and the DEN ROCIP Claims Guide solely for Contractor's information.

[DEN ROCIP Insurance Manual](#)

[DEN ROCIP Claims Guide](#)

Notice of Change to ROCIP: DEN reserves the right to assign work per task order to a specific ROCIP program, if more than one is active, as well as terminate or modify a DEN ROCIP or any portion thereof. Further, dependent on factors including, but not limited to, the official timing and duration of the ROCIP project for which services are provided or related to under this Agreement, DEN may need to transition from one ROCIP program to another and introduce corresponding requirements for contractors. DEN will provide Contractor notice of changes regarding a ROCIP program as applicable to Contractor's work or responsibilities under the ROCIP Safety Manual.

Exhibit D

Form of

Construction Defense and Indemnification Agreement

For good and valuable consideration, the receipt of which is acknowledged by all parties hereto, this Construction Defense and Indemnification Agreement (“**Agreement**”) is executed on _____, 2023, by _____, a [jurisdiction] [corporation/limited liability company/etc.] authorized to do business in Colorado (the “**Contractor**”) in connection with the Contractor’s work performed at Denver International Airport (“**DEN**”) pursuant to Contractor’s agreement with HM Metropolitan District No. 1, a Title 32 special district of the State of Colorado, having its principal place of business at 1125 17th Street, Suite 2500 Denver, CO 80202 (“**Licensee**”). The work contracted for by Permittee with Contactor is being performed pursuant to that certain License Agreement (hereinafter collectively, the “**License**”) between the City and County of Denver, a municipal corporation of the State of Colorado, acting on behalf of its Department of Aviation (“**Department**”), and Licensee.

1. Contractor hereby agrees to defend, indemnify, reimburse and hold harmless the City and County of Denver, a municipal corporation of the State of Colorado (“**City**”), its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the work performed under the License (“**Claims**”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify the City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of the City.
2. Contractor’s duty to defend and indemnify the City shall arise at the time written notice of the Claim is first provided to City regardless of whether the claimant has filed suit on the claim. Contractor’s duty to defend and indemnify the City shall arise even if the City is the only party sued by the claimant and/or the claimant alleges that the City’s negligence or willful misconduct was the sole cause of claimant’s damages.
3. Contractor will defend any and all Claims which may be brought or threatened against the City and will pay on behalf of the City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time. Such payments on behalf of the City shall be in addition to any other legal remedies available to the City and shall not be considered the City’s exclusive remedy.

4. Insurance coverage requirements specified in the License shall in no way lessen or limit the liability of the Contractor under the terms of this Agreement. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.
5. This defense and indemnification obligation shall survive the expiration or termination of the License or this Agreement.

ACKNOWLEDGED AND AGREED

[CONTRACTOR NAME]

Name of Authorized Representative

Title

Signature

Date



141 Union Boulevard, Suite 150
Lakewood, CO 80228-1898
303-987-0835 • Fax: 303-987-2032

MEMORANDUM

TO: Board of Directors

FROM: Christel Gemski
Executive Vice-President

DATE: September 23, 2024

RE: Notice of 2025 Rate Increase

A rectangular box containing a handwritten signature in blue ink that reads "Christel Gemski".

In accordance with the Management Agreement (“Agreement”) between the District and Special District Management Services, Inc. (“SDMS”), at the time of the annual renewal of the Agreement, the hourly rate described in Article III for management and all services shall increase by (2.5%) per hour.

We hope you will understand that it is necessary to increase our rates due to increasing gas and operating costs along with new laws and rules implemented by our legislature.