FIRST AMENDMENT TO THE

FIRST AMENDED AND RESTATED

SERVICE PLAN

FOR

ACC METROPOLITAN DISTRICT

CITY OF AURORA, COLORADO

PREPARED

BY

MCGEADY BECHER P.C.
450 E. 17TH AVENUE, SUITE 400
DENVER, CO 80203-1254

Approved: May 21, 2018

PDW
Initials

INTRODUCTION

On September 8, 2003, the City Council of the City of Aurora, Colorado (the "**City**") approved a Service Plan (the "**2003 Service Plan**") for the ACC Metropolitan District (the "**District**"). The District was organized on November 12, 2003, by recordation of an Order and Decree in the office of the Adams County Clerk and Recorder. Subsequently, on August 22, 2011, the City approved an Amended and Restated Service Plan for the District (the "**Amended and Restated Service Plan**").

The District's Service Area currently consists of approximately one hundred sixty two (162) acres of land. The District has previously funded the construction and/or acquisition of certain public improvements to serve its Service Area. Additional public improvements are necessary to be funded by the District. As a result of the delay in development since the 2003 Service Plan was approved, the cost of such additional public improvements has increased, resulting in a need for additional debt authority. Accordingly, one of the purposes of this First Amendment to the Amended and Restated Service Plan is to update the estimated costs of the Public Improvements and increase the maximum amount of Debt that can be issued by the District.

The District has previously issued its $1,980,000 Taxable/Tax-Exempt General Obligation Limited Tax Notes, Series 2013 (the "**2013 Note**"). The 2013 Note was issued to finance public infrastructure to serve the District's constituents. The 2013 Note matures in 2018 and the District will be required to refund the same. In addition, the District intends to issue new debt in the future to pay for additional public improvements.

A recent Technical Advice Memorandum issued by the Internal Revenue Service with respect to the Village Center Community Development District in Florida (the "**TAM**") calls into the question the ability of non-residential districts to issue federally tax-advantaged debt; provided, however, that no guidance has been disseminated by the Internal Revenue Service establishing how any views expressed in the TAM may or may not impact the ability of municipal issuers such as the District to issue federally tax-advantaged debt. The District and its constituents will benefit from being able to issue additional federally tax-advantaged debt and/or refund the 2013 Note at a more favorable federally tax-advantaged interest rate. Accordingly, concurrently with the filing of this amendment, the District has requested that the City classify the District as a "tax advantaged governmental issuer" in accordance with Section 122-37 of the City of Aurora's municipal code (the "**City Code**").

The City has determined that lower interest rates or costs of borrowing associated with federally tax-advantaged debt are in the best interests of the City and its residents and taxpayers. Therefore, upon adoption of a Resolution of the City Council for the City of Aurora, the City shall be deemed to have approved the request of the District to be considered a tax-advantaged governmental issuer in accordance with Section 122-37(d) of the City Code and to have approved the following amendment to the Amended and Restated Service Plan as follows:

I. AMENDMENT

A. All capitalized terms used but not otherwise defined herein shall have the same meanings as set forth in the Amended and Restated Service Plan.

B. Article V.B. is hereby amended to provide that the estimated costs of the remaining Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the Service Area and is approximately $13,826,745.

C. Article V.A.10, Article VI.C. and Article VII.A are all hereby amended to delete reference to Seventeen Million and 00/100ths Dollars ($17,000,000) as the total Debt that the District shall be permitted to issue and replace the same with $26,000,000.

D. Article VII is hereby amended by adding new subsections J as follows:

> J. Tax-Advantaged Governmental Issuer. The District shall be classified as a "tax-advantaged governmental issuer" as described in Section 122-37 of the Municipal Code for the City (the "**City Code**"). Until such time as there is delivered to the City and the District a Favorable Opinion of Bond Counsel (defined below), if the District determines to issue any federally tax-advantaged Debt, the District shall comply with Sections 122-37(e) and (f) of the City Code. For purposes hereof, "Favorable Opinion of Bond Counsel" shall mean: with respect to the provisions of Section 122-37(e) and (f) of the City Code, as applicable, an unqualified written opinion of Bond Counsel to the effect that compliance with such provisions is not then required to permit the issuance by the District of federally tax-advantaged Debt, and failure to comply with such provisions will not impair the exemption from gross income for purposes of federal income taxation of interest on any Debt of the District previously issued as federally tax-advantaged (or impair such other federal tax advantage in lieu of exemption of interest from gross income as may apply to such Debt). "Bond Counsel" shall mean counsel to the District of national recognition in the field of tax-advantaged obligations and public finance.

E. Exhibit D to the Amended and Restated Service Plan is hereby amended to include the Amended and Restated Intergovernmental Agreement between the City and the District ("**Amended and Restated IGA**"). The City Council shall approve the Amended and Restated IGA in the form attached hereto as Exhibit A at the public hearing approving the First Amendment to Amended and Restated Service Plan.

F. All language in the Amended and Restated Service Plan not amended by this Amendment shall remain in effect as written.

EXHIBIT A

AMENDED AND RESTATED SERVICE PLAN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO AND ACC METROPOLITAN DISTRICT
INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF AURORA, COLORADO
AND
ACC METROPOLITAN DISTRICT

THIS **AGREEMENT** is made and entered into as of this _____ day of _____, 2018, by and between the **CITY OF AURORA**, a home-rule municipal corporation of the State of Colorado ("**City**"), and **ACC METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "**District**"). The City and the District are collectively referred to as the Parties.

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District's First Amended and Restated Service Plan approved by the City on August 22, 2011 as amended by that certain First Amendment to First Amended and Restated Service Plan approved by the City on _____, 2018 ("**Service Plan**"); and

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

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

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

COVENANTS AND AGREEMENTS

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

and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto.

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

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

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

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

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

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

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the

designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

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

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

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

10. Total Debt Issuance. The District shall not issue Debt in excess of Twenty-Six Million Dollars ($26,000,000.00).

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

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

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

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

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

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

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

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

16. Dissolution. Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

17. Disclosure to Purchasers. The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, Fees, tolls and charges. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the District imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

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

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

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

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

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

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

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

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

The Regional Improvements shall be limited to the provision of the planning, design, acquisition, construction, installation, relocation and/or redevelopment of street and transportation related improvements as defined in the Special District Act and the administration

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

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

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

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

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

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

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

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

To the District:
ACC Metropolitan District
141 Union Blvd. #150
Lakewood, CO 80228
Attn: Ann Finn
Phone: (303) 987-0835
Fax: (303) 987-2032

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

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

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

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

26. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in

equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

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

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

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

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

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

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

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

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

[SIGNATURE PAGE TO INTERGOVERNMENTAL AGREEMENT]

ACC METROPOLITAN DISTRICT

By: _____
President

Attest:

_____
Secretary

CITY OF AURORA, COLORADO

By: _____
Stephen D. Hogan, Mayor

Attest:

By: _____

Its: _____

APPROVED AS TO FORM: _____

EFFECTIVE DATE: 5-21-18

RESOLUTION NO. R2018 -46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE FIRST AMENDMENT TO THE AMENDED AND RESTATED ACC METROPOLITAN DISTRICT SERVICE PLAN AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY AND ACC METROPOLITAN DISTRICT

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

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., as amended (the "**Act**"), and Chapter 122 of the City Code, the City Council held a duly noticed public hearing on the First Amendment for the District; and

WHEREAS, notice of the hearing before the City Council was duly published in *The Aurora Sentinel*, a newspaper of general circulation within the City as required by law, and mailed to all interested persons, the Colorado Division of Local Government, and the governing body of each municipality and special district that has levied an ad valorem property tax within the next preceding tax year and that has boundaries within a radius of three (3) miles of the District; and

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

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

WHEREAS, the City Council finds that a written request by the District was made to the City's Director of Finance for classification as a tax-advantaged governmental issuer as required under Section 122-37(b) of the City Code; and

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

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

Section 1. The Council hereby finds and determines that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, and Chapter 122 of the City Code relating to the filing of the First Amendment of the District have been fulfilled and that notice of the public

hearing was given in the time and manner required by law and that the City Council has jurisdiction to act on the First Amendment.

Section 2. The City Council further determines that all pertinent facts, matters, and issues were submitted at the public hearing, that all interested parties were heard or had the opportunity to be heard, and that evidence satisfactory to the Council of the applicable criteria set forth in Chapter 122 of the City Code was presented.

Section 3. The First Amendment, in the form attached to this Resolution as **Exhibit A** is hereby approved without conditions.

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

Section 5. The City Council hereby approves the District's written request under Section 122-37(b) of the City Code and hereby designates the District as a Tax-Advantaged Governmental Issuer.

Section 6. This Resolution shall be filed in the records of the City and the District shall file a copy of this Resolution with the District Court of Adams County and the Division of Local Government within (30) days of the effective date of this Resolution, and shall submit proof of such filing to the City Clerk's office on or before _____, 2018.

Section 8. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Resolution, are hereby rescinded.

RESOLVED AND PASSED this 21st day of May, 2018.

STEPHEN D. HOGAN, Mayor

ATTEST:

LINDA S. BLACKSTON, City Clerk

APPROVED AS TO FORM:

JACK D. BAJOREK, Senior Assistant City Attorney