

SERVICE PLAN
FOR
ACC METROPOLITAN DISTRICT
(CITY OF AURORA, COLORADO)

Approved: September 8, 2003

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TABLE OF CONTENTS

	<u>Page</u>
I. DEFINITIONS	1
A. Alternative Financing Plan	1
B. Aurora	1
C. Aurora City Code	1
D. Debt	1
E. Debt Limit	2
F. Developer	2
G. Developer Contribution	2
H. Developer Debt	2
I. District	2
J. Financing Plan	2
K. Framework Development Plan	3
L. Landowner	3
M. Non-Developer Debt	3
N. Project	3
O. Revenue Obligations	3
P. Service Plan	3
Q. Substantial Quinquennial Compliance	3
R. Total Mill Levy Cap	4
S. Voted Authorization	4
II. INTRODUCTION	4
III. PURPOSE OF THE PROPOSED DISTRICT	4
A. Purpose and Intent.	4
B. Need for the District.	5
C. General Powers.	6
1. Powers Regarding Services and Facilities.	6
2. Miscellaneous Powers	6
3. Relationship with Framework Development Plan.	7
IV. BOUNDARIES	8
A. General.	8
B. Changes in Boundaries	8
C. Population and Assessed Valuation Estimates.	8
V. DESCRIPTION OF PROPOSED FACILITIES AND IMPROVEMENTS	9
A. Types of Improvements.	9

1.	Street and Safety Protection Improvements	9
	(a) Street Infrastructure	10
	(b) Cost Estimates	10
2.	Water	11
	(a) Overall Water Plan	11
	(b) Design Criteria	11
	(c) Water Demand	12
	(d) Water Distribution System	12
	(e) Metering	12
	(f) Cost Estimates	12
3.	Sanitation	12
	(a) Overall Sanitary Sewer Plan	13
	(b) Storm Drainage	13
	(c) Design Criteria	13
	(d) Wastewater Treatment	13
	(e) Cost Estimates	14
4.	Park and Recreation	14
	(a) Parks and Open Space	14
	(b) Trails	14
	(c) Landscaping	15
5.	Transportation	15
6.	Mosquito Control	15
B.	Facilities Plan	16
C.	Aurora Construction Standards	17
D.	Dedication of Improvements to Aurora	17
E.	Dedication to Other Entities or Ownership by District	18
F.	Acquisition of Land for Public Improvements	19
G.	Services of the District	19
H.	Limitation on Use of Funds	20
I.	Public Art	21
VI.	ADDITIONAL PUBLIC IMPROVEMENTS	21
VII.	FINANCING PLAN	22
	A. General Plan of Finance	22
	B. Debt Limit	23
	C. Developer Debt	24
	D. Non-Developer Debt	25
	E. Developer Contributions	26
	F. Mill Levy Cap	26
	G. Identification of District Revenue	27
	H. Security for Debt	28

I.	Refinancing of District Bonds.	28
J.	Quinquennial Review.	28
K.	Description of Existing and Projected Conditions.	29
L.	Financial Analysis.	29
M.	Risk Disclosure.	31
N.	Variable Rate Debt Financing	31
VIII.	ANNUAL REPORT	31
A.	General.	31
B.	Reporting of Significant Events	31
C.	Summary of Financial Information.	32
IX.	CONSERVATION TRUST FUND	33
X.	DISSOLUTION	33
XI.	CONSOLIDATION	34
XII.	MODIFICATION OF SERVICE PLAN	34
XIII.	FAILURE TO COMPLY WITH THE SERVICE PLAN	34
XIV.	RESOLUTION OF APPROVAL	35
XV.	DISCLOSURE	35
XVI.	INTERGOVERNMENTAL AGREEMENT	36
XVII.	CONCLUSION	36

LIST OF EXHIBITS

EXHIBIT A	City Council Resolution of Approval
EXHIBIT B	Legal Description
EXHIBIT C	Aurora Vicinity Map
EXHIBIT D	Boundary Map
EXHIBIT E	Proof of Ownership
EXHIBIT F	Facilities Plans
EXHIBIT F-1	Street and Safety Improvements
EXHIBIT F-2	Water Improvements
EXHIBIT F-3	Sanitation Improvements
EXHIBIT F-4	Park and Recreation Improvements
EXHIBIT G	Facilities Cost Estimates
EXHIBIT H	District Election Questions
EXHIBIT I	Underwriter Commitment Letter
EXHIBIT J	Financing Plan
EXHIBIT K	Intergovernmental Agreement between the District and Aurora

SERVICE PLAN FOR THE
ACC METROPOLITAN DISTRICT

I. DEFINITIONS

In this service plan, the following terms have the following respective meanings unless the context hereof clearly requires otherwise:

A. Alternative Financing Plan: For purposes of this definition, an Alternative Financing Plan may be one that includes, but is not limited to, any of the following:

1. a revision of more than four years in the issue date of any Non-Developer Debt;
2. an amortization schedule for Non-Developer Debt whereby the weighted average life is longer than 75% of the final maturity;
3. any scheduled Debt payment which would cause the *ad valorem* property tax levy to exceed the debt service portion of the Total Mill Levy Cap if such cap were in effect, whether or not such Total Mill Levy Cap is actually in effect; and
4. an amortization schedule for any Debt that cannot reasonably be expected to be fully amortized by its final maturity date.

For the purposes of subparagraph (3) above, the District shall refer to the most recent Financing Plan approved by Aurora, which plan may be modified to reflect previously issued Debt.

- B. Aurora: the City of Aurora, Colorado.
- C. Aurora City Code: the City Code of the City of Aurora, Colorado.
- D. Debt: any bonds, notes, contracts or other financial obligations, whether of a multiple fiscal year or annually appropriated nature, incurred by the District and payable in whole or in part

from *ad valorem* property taxes for the purposes of financing, acquiring, constructing or improving any of the Improvements contemplated in this Service Plan. All Debt shall be classified as either Developer Debt or Non-Developer Debt.

E. Debt Limit: the total cumulative Debt, including, without limitation, both Developer Debt and Non-Developer Debt, that the District may incur under this Service Plan. The Debt Limit shall be inclusive of costs of issuance, organizational costs, inflation, and other similar costs.

F. Developer: Aurora Partners, L.L.C., future assignee of Metro Acquisitions, LLC, who has entered into a purchase agreement with the current owner of the property.

G. Developer Contribution: the portion of the funds used to pay for the facilities and improvements contemplated in this Service Plan that shall not be eligible for repayment or reimbursement by the District.

H. Developer Debt: any Debt that, upon its issuance, is more than 50% owned by the Developer or a related person. For purposes of this definition, a person is a related person to the Developer if (i) the relationship between such person and the Developer would result in a disallowance of losses under Section 267 or 707(b) of the Internal Revenue Code, or (ii) such person and the Developer/Landowner are members of the same controlled group of corporations as defined in Section 1563(a) of the Internal Revenue Code, except that “more than 50 percent” shall be substituted for “at least 80 percent” each place it appears therein.

I. District: the ACC Metropolitan District.

J. Financing Plan: the Financing Plan of the District contained in Section VII of this Service Plan and **Exhibit J** thereto.

K. Framework Development Plan: the Aurora CommerCenter Framework Development Plan.

L. Landowner: any owner of real property within the boundaries of the District other than the Developer.

M. Non-Developer Debt: any Debt not considered to be Developer Debt.

N. Project: the development commonly referred to as Aurora CommerCenter.

O. Revenue Obligations: any bonds, notes, contracts or other financial obligations, whether of a multiple fiscal year or annually appropriated nature, incurred by the District and payable solely from sources other than *ad valorem* property taxes for the purposes of financing, acquiring, constructing or improving any of the Improvements contemplated in this Service Plan.

P. Service Plan: the service plan for the ACC Metropolitan District.

Q. Substantial Quinquennial Compliance: for purposes of this definition, the District shall be deemed in Substantial Quinquennial Compliance if the District demonstrates that, as of the date of its application for quinquennial review:

1. the District has expended at least 75% of the money projected to be expended in the Financing Plan on infrastructure improvements; and
2. the total cost of the Improvements remaining to be financed and constructed by the District and the amount of advances outstanding to be paid by the District generally correspond with the amount of remaining Voted Authorization available to the District for such purposes.

R. Total Mill Levy Cap: the maximum mill levy the District can impose for all purposes, including without limitation, the payment of Debt and operation and maintenance expenses.

S. Voted Authorization: the maximum amount of general obligation debt that the District has been or will be authorized to issue by its voters.

II. INTRODUCTION

This Service Plan is for a Title 32 metropolitan district proposed to be organized to serve the needs of the Project. The primary purpose of the District is to provide public improvements to be dedicated to Aurora or, with Aurora's consent, to be retained by the District or transferred to another entity, as appropriate, for the use and benefit of the District's inhabitants and taxpayers.

The District is generally located west of the E-470 corridor, East of Picadilly Avenue, South of 26th Avenue and North of Smith Road. This Service Plan has been prepared by McGeady Sisneros, P.C., 1675 Broadway, Suite 2100, Denver, Colorado, 80202, (303) 592-4380, on behalf of the Developer, with assumptions derived from a variety of sources, including Kirkpatrick, Pettis, Smith, Polian Inc. and J.W. Simmons & Associates, P.C.

III. PURPOSE OF THE PROPOSED DISTRICT

A. Purpose and Intent.

The District is an independent unit of local government, separate and distinct from Aurora, and, except as may otherwise be provided for by state or local law or this Service Plan, its

activities are subject to review by Aurora only insofar as they may materially deviate from the requirements of this Service Plan. It is intended that the District will provide certain essential public facilities and improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these facilities and improvements and to provide such other services as are described in this Service Plan.

It is not the intent of the District to provide ongoing services other than as specifically set forth in this Service Plan and approved by Aurora. Should the District cease to provide these services for any reason, it is the intent of the District to dissolve upon payment of all Debt and other financial obligations incurred. The District acknowledges the need to cooperate with Aurora in order to serve and promote the health, safety, prosperity, security, and general welfare of its inhabitants and taxpayers. As evidence of such cooperation and need to coordinate facilities with Aurora, the District has obtained a resolution approving the Service Plan from the Aurora City Council, which resolution is attached hereto as **Exhibit A**. Should the purpose of the District change from what is stated in this Service Plan, it shall be considered a material modification of this Service Plan.

B. Need for the District.

There are currently no other governmental entities located in the immediate vicinity of the District that have either the ability or desire to undertake the design, financing, and construction of the public improvements needed for the Project. It is the petitioner's understanding that Aurora does not consider it feasible or practicable for it to provide the necessary services and facilities for the Project described in this Service Plan. Formation of the District is necessary in

order that the public improvements required for the Project be provided in the most economic manner possible.

C. General Powers.

The District will have the power and authority to provide the services and facilities generally described in this Service Plan.

1. Powers Regarding Services and Facilities. The District shall have the authority to construct, operate, and maintain street and safety protection, water, sanitation, park and recreation, transportation and mosquito control services and facilities.

2. Miscellaneous Powers. The District shall have the following miscellaneous powers with respect to activities to be conducted pursuant to this Service Plan:

(a) To amend the Service Plan as needed, with the approval of Aurora, subject to the appropriate statutory procedures and compliance with the Aurora City Code;

(b) Without amending this Service Plan, to defer, forego, reschedule, or restructure the financing and construction of certain improvements and facilities to the extent consistent with then existing land uses for the property approved by Aurora, to better accommodate the pace of growth, resource availability, and potential inclusion of property within the District's boundaries; provided, however, that such activities shall be undertaken in accordance with the quinquennial review requirements and Alternative Financing Plan standards set forth herein;

(c) Except as specifically provided herein, to provide such additional services and exercise such powers as are expressly or implicitly granted under Colorado law subject to and in accordance with this Service Plan;

(d) To contract with other entities through cost sharing agreements for the construction, operation, and maintenance of the facilities and improvements specified herein. These cost sharing agreements shall comply with all applicable governmental standards, as well as appropriate statutory requirements.

3. Relationship with Framework Development Plan. The terms, requirements and provisions of the Framework Development Plan or any other relevant planning document approved by Aurora, shall take precedence over conflicting terms and provisions, if any, of this Service Plan. If a decrease in density causes a density discrepancy greater than five percent (5%) between the total site/floor area of commercial or industrial buildings permitted by the Framework Development Plan and those described in this Service Plan and/or any of the exhibits attached hereto, then the Service Plan and/or exhibits shall be amended, subject to approval of the Aurora City Council, to reflect the actual total site/floor area of commercial or industrial buildings to be constructed. Aurora shall determine whether or not such density discrepancy will result in a material economic deviation from the scope of this Service Plan and the Financing Plan contained herein. Any such deviation shall be deemed a material modification hereof and shall be subject to the provisions of the Aurora City Code governing the approval of such modifications. At Aurora's sole discretion, the District shall pay an administrative fee for any review required to determine whether such density discrepancy will result in a material modification to the Service Plan whether the same is acceptable under the standards set forth for the approval of such modifications in the Aurora City Code. Approval of this Service Plan by Aurora does not imply approval of the development of a specific area within the District nor does it imply approval of the total site/floor area of commercial

or industrial buildings identified in this Service Plan or any of the exhibits attached thereto, unless the same has been approved by Aurora through a separate development review process.

IV. BOUNDARIES

A. General.

The service area of the District is generally described as all real property within the boundaries of the District. A legal description of the boundaries of the District is attached hereto as **Exhibit B**. An Aurora vicinity map that generally reflects the District's location within the current boundaries of Aurora is attached hereto as **Exhibit C**. A detailed map showing the boundary lines of the District is attached hereto as **Exhibit D**.

Metro Acquisitions, LLC ("Metro") has entered into a purchase agreement with the current owner of the property ("Owner"). It is anticipated that Metro will assign its rights under such purchase agreement to the Developer and the Developer will gain title to the Property. Proof of ownership and consent of the current Owner are attached hereto as **Exhibit E**. The District's boundaries contain approximately 162 acres located entirely within the current boundaries of Aurora.

B. Changes in Boundaries.

The District shall obtain the prior approval of the Aurora City Council, following a public hearing thereon, for the inclusion or exclusion of any property in or from its boundaries.

C. Population and Assessed Valuation Estimates.

The proposed Financing Plan assumes commercial development comprised of approximately 2,600,000 square feet of developed space as allowed within the E-470 Guidelines.

The peak daytime population for the property located within the District's boundaries is estimated at 520 persons, based on a ratio of 1 person per 5,000 square feet. An estimate of projected assessed valuations within the District is set forth in **Exhibit J**, which contains the Financing Plan for the District.

V. DESCRIPTION OF PROPOSED FACILITIES AND IMPROVEMENTS

A. Types of Improvements.

The following section describes the facilities and improvements expected to be provided by the District both within and without its boundaries. This description is preliminary only and will be subject to modification and revision as engineering plans, financial factors, and construction scheduling and costs may require. The improvements shall be subject to the limitations on the powers of the District set forth in this Service Plan. Improvements not specifically described herein shall be permitted as long as they are necessary and appurtenant to the facilities and improvements contemplated in this Service Plan and are within the District's financial ability to provide such improvements.

1. Street and Safety Protection Improvements. The District shall have the power to provide for the design, acquisition, construction, completion, relocation, installation, and/or operation and maintenance of street improvements, including but not limited to curbs, gutters, culverts, and other drainage facilities, underground conduits, sidewalks, trails, bike paths and pedestrian ways, pedestrian overpasses, retaining walls, bridges, overpasses, underpasses, interchanges, parking areas, parking facilities, median islands, paving, lighting, grading, landscaping

and irrigation, land and easements, and all necessary, incidental, and appurtenant facilities within and without the boundaries of the District, as well as for the acquisition, construction, completion, installation, and/or operation and maintenance of facilities and/or services, for a system of traffic and safety controls and devices on streets and highways, including but not limited to signalization, signage and striping, area identification, driver information and directional assistance signs, access gates, monumentation, and all necessary, incidental, and appurtenant facilities, land and easements, together with extensions of and improvements to said facilities within and without the boundaries of the District, as identified in **Exhibit F-1** attached hereto.

After the Developer conveys or grants street rights-of-way or appropriate easements to the District or Aurora, the District is expected to construct curbs, gutters, culverts, drainage ditches, sidewalks, box culverts, tunnels, paving, lighting, landscaping, and other road, street, and drainage facility improvements which the project will require, as well as necessary traffic and safety protection devices and controls as identified on **Exhibit F-1** attached hereto, and in the Framework Development Plan.

(a) Street Infrastructure. All public streets and streets dedicated by plat within the District will be owned and maintained by Aurora. This includes all street infrastructure as it is completed and accepted by Aurora. Snow removal and other roadway maintenance on streets within the District that have been dedicated to and accepted by Aurora will be Aurora's responsibility.

(b) Cost Estimates. The estimated construction costs for the development of the roadway system for the Project are shown on **Exhibit G**.

2. Water. The District shall have the power to provide for the design, acquisition, construction, completion, relocation and installation of a complete potable and non-potable water supply, storage, transmission, and distribution system, which may include, but shall not be limited to water pumps, pump stations, transmission lines, distribution mains and laterals, fire hydrants, meters, irrigation facilities, storage facilities, land and easements, and all necessary, incidental, and appurtenant facilities, together with extensions of and improvements to said system within and without the boundaries of the District.

(a) Overall Water Plan. The water system will consist of a water distribution system consisting of buried water mains, fire hydrants, and related appurtenances located predominately, but not exclusively within the District's boundaries, as identified on **Exhibit F-2** attached hereto. When design and construction are finalized, the entire system will serve each development tract from adjacent streets and roads or utility easements. The District shall dedicate to Aurora all water facilities traditionally owned, operated, and maintained by Aurora.

(b) Design Criteria. The proposed potable water distribution system is expected to include pressurized water mains with multiple pressure zones. System pressure will primarily be controlled by Aurora. Water transmission mains will be installed from a direct connection to Aurora's water distribution system. Treated water will be delivered to the mains. Water system components will be installed in accordance with the applicable standards of all entities with jurisdiction over the District, including Aurora and the Colorado Department of Health. The water system will also be designed based on Aurora fire protection requirements.

(c) Water Demand. The size of the individual water system components will be based upon the projected potable, irrigation, and fire flow requirements of Aurora.

(d) Water Distribution System. The water distribution system will be owned, operated and maintained by Aurora. The system is anticipated to include main distribution and transmission lines and related appurtenances. At completion, the water distribution system will provide potable water to all platted lots within the Project. The mains will provide for normal and peak water demands for the Project as well as the delivery of fire protection water.

(e) Metering. Water uses within the Project will be metered. Billing for all water service will be based on actual water used to the extent reasonably practicable. The billing and collection process will be the responsibility of Aurora.

(f) Cost Estimates. The estimated construction costs for the development of the water system for the Project are shown on **Exhibit G**.

3. Sanitation. The District shall have the power to provide for the design, acquisition, construction, completion, relocation and installation of a complete sanitary sewage collection and transmission system, which may include, but shall not be limited to, treatment plants, collection mains and laterals, lift stations, transmission lines and/or storm sewer, flood and surface drainage facilities and systems, including but not limited to, detention/retention ponds and associated irrigation facilities, and all necessary, incidental, and appurtenant facilities, land and easements, together with extensions of any improvements to said system within and without the boundaries of the District.

(a) Overall Sanitary Sewer Plan. The sanitary sewer collection system is expected to include buried sewer mains, manholes, and related appurtenances located predominately within the District's boundaries, as identified in **Exhibit F-3** attached hereto. The District shall dedicate to Aurora all public wastewater facilities traditionally owned, operated, and maintained by Aurora. Aurora will charge system users for its services in accordance with Aurora policies.

(b) Storm Drainage. The District is expected to construct culverts, drainage ditches, box culverts, tunnels, and drainage facility improvements, including but not limited to detention ponds and water quality ponds as necessary, identified and anticipated on **Exhibit F-3** attached hereto. Only those regional storm drainage facilities dedicated to and accepted by Aurora will be operated and maintained by Aurora. Public detention and water quality ponds that will not be owned, operated, and maintained by Aurora will be owned, operated, and maintained by the District or by an owners' association.

(c) Design Criteria. The proposed sanitary sewer collection system is expected to include sewer mains designed to collect sewage from the development areas within the Project. The sewer system components will be designed and installed in accordance with the applicable standards of all entities with jurisdiction over the District, including Aurora and the Colorado Department of Health. The storm drainage system will be constructed and maintained in accordance with the applicable standards of all entities with jurisdiction over the District, including Aurora, FEMA, and the Urban Drainage and Flood Control District.

(d) Wastewater Treatment. Wastewater may be collected and transported to Aurora or to another entity designated by Aurora, as appropriate.

(e) Cost Estimates. The estimated construction costs for development of the sanitary sewer collection system and storm drainage improvements for the Project are shown on **Exhibit G**.

4. Park and Recreation. The District shall have the power to provide for the design, acquisition, construction, completion, relocation, installation, operation, and maintenance of parks and recreational facilities and programs, including, but not limited to parks, hiking and equestrian trails, bike paths and pedestrian ways, regional trails, open space, landscaping, cultural activities, community recreational centers, water bodies, swimming pools, tennis courts, common areas, weed control, outdoor lighting, event facilities, lakes, irrigation facilities, public fountains and sculpture, art, monumentation, gardens, and other active and passive recreational facilities and programs, and all necessary, incidental, and appurtenant facilities, land, and easements, together with extensions of and improvements to said facilities within and without the boundaries of the District. It is anticipated that the park and recreation improvements will be maintained by the District or Aurora or an owners' association, as may be appropriate.

(a) Parks and Open Space. The park improvements expected to be constructed within the District include neighborhood parks and common area improvements which may consist of irrigated turf, hardscape, walkways, shrubs, mulch beds, irrigation tap fees (if any), and various amenity features, as indicated on **Exhibit F-4** attached hereto. All public parks shall be open and available to the general public free of charge.

(b) Trails. Trails are proposed to provide links between major development tracts and other major roadways or features within the property or immediately adjacent

thereto. The trail system is anticipated to include a combination of concrete walkways, gravel trails, necessary signage and identification markers and other ancillary trail hardscape such as benches and tables. All trails shall be open and available to the general public free of charge.

(c) Landscaping. Adjacent to any public rights-of-way or perimeter, it is anticipated to have landscaping along curb/sidewalk areas and along any medians. This landscaping may consist of required fencing, identification markers, landscaping buffers, shrub and flower beds, mulch beds, irrigated and non-irrigated turf and native grasses, identification markers, irrigation tap fees (if any), trees, and other landscape features commonly associated with streetscape design.

5. Transportation. The District shall have the power to provide for the design, acquisition, construction, completion, and installation of a system to transport the public by bus, rail, or any other means of conveyance, or combination thereof, or pursuant to contract, including park and ride facilities and parking lots, structures, and facilities; together with all necessary, incidental and appurtenant facilities, land and easements, and all necessary extensions of and improvements to said facilities of systems within and without the boundaries of the District. Transportation facilities may be owned and operated by the Regional Transportation District or any other transportation district.

6. Mosquito Control. The District shall have the power to provide for the eradication and control of mosquitoes, including but not limited to elimination or treatment of breeding grounds and purchase, lease, contracting or other use of equipment or supplies for mosquito control within the boundaries of the District. No debt will be incurred by the District for purposes

of provision of this service. Any mosquito control services will be provided pursuant to contract(s) with appropriate service providers.

B. Facilities Plan.

The Facilities Plans attached hereto as **Exhibits F-1** through **F-4** identify each facility and improvement to be designed, financed, and constructed by the District. The Facilities Plan also includes diagrams showing the general layout of the proposed facilities and improvements, the anticipated timetable for the construction of such facilities and was prepared based on the information contained in **Exhibits F-1** through **F-4**.

The combined total estimated cost of the facilities and improvements that the District shall be permitted to construct is approximately Twelve Million Two Hundred Thousand Dollars (\$12,200,000.00), inclusive of contingencies, engineering, construction management appropriate for the level of specificity of the Facilities Plan, and exclusive of organizational costs. A schedule of the estimated costs (in current dollars) of each proposed facility or improvement is attached hereto as **Exhibit G**. The rates used for inflation in this schedule are consistent with industry standards. In preparing such estimates, the District has assumed that the construction of such facilities and improvements shall be in accordance with all applicable federal, state and local standards and specifications. The cost of District facilities and improvements shown in the schedule is the entire cost of such facilities and improvements, unless specifically noted otherwise. If any such cost is to be paid from a source other than the District, it shall be noted in the schedule so that the total cost of District facilities and improvements is reported. Any material change in the type or cost of, or the

construction timetable for, such facilities and improvements from that which is stated in **Exhibits F and G** shall be considered to be a material modification of this Service Plan.

C. Aurora Construction Standards.

The District shall ensure that all of the proposed facilities and improvements identified in this Service Plan will be designed and constructed solely in accordance with the standards and specifications set forth by Aurora. The District will obtain prior approval of its civil engineering plans and all necessary permits for the construction and installation of such facilities and improvements from Aurora.

D. Dedication of Improvements to Aurora.

Other than as set forth in this Service Plan, the District shall dedicate or cause to be conveyed, all of the public water improvements, storm and sanitary sewers, all public streets and safety protection improvements, and all regional drainage facilities, and all public sidewalks and trails to Aurora upon completion of construction and acceptance by Aurora. In addition, all rights-of-way and easements necessary for access to the facilities and improvements shall be dedicated by the District to Aurora upon completion of construction and acceptance by Aurora.

An initial acceptance letter shall be issued by Aurora specifying that the public improvements dedicated to Aurora shall be warranted for a period of one calendar year from the date of such dedication. Should the public improvements conform to Aurora specifications and standards, Aurora shall issue a "Final Acceptance" form letter to the District at the completion of the warranty period. At Aurora's discretion, dedication may take place after expiration of the one-year warranty period.

Failure of the District to comply with these dedication requirements shall be deemed to be a material modification of this Service Plan.

E. Dedication to Other Entities or Ownership by District.

Except for the facilities and improvements described in this Section, the District shall not be authorized to own or operate any facilities and improvements to be provided pursuant to this Service Plan, other than as necessary to permit the financing and construction thereof. The District shall be permitted to own and/or operate, and maintain the following facilities and improvements not otherwise dedicated to or accepted by Aurora: park and recreation facilities and improvements, tract landscaping improvements, street landscaping, detention ponds, and trail systems. Approval of this Service Plan by Aurora constitutes Aurora's agreement that the District may perform these functions.

The District is expected to assume all responsibility for the operation and maintenance of the facilities and improvements identified in this Section, and will do so either by itself or by dedication to and/or contract with an owners' association. All recreation facilities operated or maintained by the District or an owners' association contracting with the District, shall be open and available to all non-District Aurora residents as public facilities. Whether the District elects to operate and maintain the facilities itself, or through an owners' association, the expenses associated with such activities may be paid from reasonable fees lawfully imposed by the District upon its residents or other legally available District revenues. Notwithstanding the foregoing, all parks and trails shall be open to the general public and non-District Aurora residents free of charge.

F. Acquisition of Land for Public Improvements.

The District, at its sole cost and expense, shall acquire all property required by Aurora for the construction of the public improvements to be provided by the District pursuant to this Service Plan; provided, however, that in accordance with Section 32-1-1001(1)(f), C.R.S., the District shall not pay for any interest in real property that must otherwise be dedicated for public use or the District's use in accordance with any governmental ordinance, regulation, or law. All exceptions to this general requirement must be approved by Aurora in writing. Any failure of the District to comply with the requirements of this Section shall be deemed to be a material modification of this Service Plan.

G. Services of the District.

The District will require operating funds to plan and cause the public improvements contemplated herein to be constructed, operated, and maintained as permitted herein. Such costs are expected to include reimbursement of organizational, legal, engineering, accounting, and bond issuance costs, and compliance with state reporting and other administrative requirements. The first year's operating budget is estimated to be approximately Ten Thousand Dollars (\$10,000.00). The District anticipates borrowing its initial operating funds from the Developer and/or other private entities until such time as it is able to generate operating revenue. With respect to any improvements acquired by the District from the Developer, the District shall ask the Developer to utilize one of the following three procedures to verify the costs of the improvements, which procedure shall be selected at the Developer's sole discretion:

1. Prior to awarding a construction contract for any improvements, Developer shall obtain a minimum of three (3) written bids for the improvements. All bid forms and unit price criteria shall be approved by the District. The Developer shall provide the District with copies of all bids received for the improvements prior to awarding the contract. Such bids shall be submitted on identical bid forms and shall be prepared by a registered professional engineer. In the event the Developer determines that the lowest responsible bidder is not the lowest bidder on a contract, the Developer shall provide documentation acceptable to the District for the Developer's choice of contractor prior to the District's acquisition of the improvements; or

2. Prior to requesting that the District acquire any improvements, Developer shall obtain a certification of an independent engineer that the costs for the design, construction, and completion of the improvements are reasonable and comparable for similar projects as constructed in the Denver Metropolitan Area; or

3. The improvements shall be publicly bid in accordance with all statutory requirements for public improvements including Section 32-1-1001(1)(d), C.R.S., and all rules and regulations appurtenant thereto.

H. Limitation on Use of Funds.

The District agrees that no District revenues will be used to pay water transmission development fees, sewer interceptor development fees, storm drainage development fees, water or sewer system connection fees, park development fees, E-470 impact fees, traffic impact fees, or any other development or impact fee imposed by Aurora with the exception of such irrigation water

system connection fees that are deemed necessary for the irrigation of those public lands which are to be owned, operated, and maintained by the District.

I. Public Art.

The District shall provide and install such exterior works of art as may be administratively approved by Aurora, which works of art shall comply with applicable Aurora standards. The aggregate cost of such works of art shall be not less than one percent (1%) of the total principal amount of all bonds issued by the District to finance the construction of above-ground facilities and improvements. At such time as the District selects exterior works of art for installation, it shall submit plans, diagrams and/or descriptions of such art to the Aurora Library and Recreation Department for administrative approval.

VI. ADDITIONAL PUBLIC IMPROVEMENTS

The District shall be responsible for participating in the costs of constructing, installing, and acquiring additional public infrastructure improvements that benefit the taxpayers of the District, as follows:

A. Improvements to Picadilly Road from 26th Avenue to the southern boundary of the Union Pacific Railroad right-of-way, the construction and financing of which is anticipated in **Exhibit F-1** and **Exhibit G** attached hereto, as more particularly described in an intergovernmental agreement by and between Aurora and the District; and

B. Improvements related to the widening of the 26th Avenue Bridge over Interstate E-470 from two (2) to four (4) lanes, as more particularly described in an intergovernmental agreement by and between Aurora and the District; and

C. Signalization improvements at the intersection of 26th Avenue and Picadilly Road, as more particularly described in an intergovernmental agreement by and between Aurora and the District.

Failure to comply with this Section shall be deemed to be a material modification of the Service Plan.

VII. FINANCING PLAN

A. General Plan of Finance.

The District shall be responsible for the construction of the facilities and improvements described herein to the extent the District has the financial resources to provide funding for such construction. It is currently anticipated that the District will issue Debt in amounts sufficient to permit the District to construct needed facilities.

The timing of issuance of bonds of the District, as depicted in the Financing Plan, attached hereto as **Exhibit J**, will be adjusted from time to time to meet development requirements. The District will be seeking Voted Authorization in the amount of Twenty One Million Eight Hundred Thirty Five Thousand Dollars (\$21,835,000.00). Notwithstanding the amount of Voted Authorization, the Debt Limit set forth in Section VII.B. of this Service Plan serves as the ultimate cap for the Debt the District may incur. State Constitutional requirements necessitate that the Voted

Authorization be in such amounts to allow the District sufficient flexibility to fund all public improvements contemplated herein; provided, however, that in no event shall the total of the new money portion of the Voted Authorization exceed more than 125% of the Debt Limit. The general form of question or questions authorizing the Voted Authorization and the levying of taxes proposed to be submitted by the District to its voters is attached hereto as **Exhibit H**, which may be modified upon advice of the District's legal counsel. For purposes of applicable state laws, Aurora requirements and this Service Plan, non-material revisions to the ballot questions shall not require Aurora approval. The proposed maximum voted interest rate on Debt is eighteen percent (18%) and the proposed maximum discount is five percent (5%).

B. Debt Limit.

The Debt Limit shall be Seventeen Million Four Hundred Sixty Eight Thousand Dollars (\$17,468,000.00). Increases in Non-Developer Debt necessary to accomplish a refunding, re-issuance or restructuring of Non-Developer Debt and Revenue Obligations shall not count against the Debt Limit. All compound interest, other than on defaulted Non-Developer Debt, shall count against the Debt Limit. Issuance of Non-Developer Debt necessary to accomplish a refunding, re-issuance or restructuring of Developer Debt shall not count against the Debt Limit except to the extent that such issuance exceeds the principal amount of such Non-Developer Debt. To the extent the actual total Non-Developer Debt issued does not include reserve funds in the aggregate amount shown in the Financing Plan, the Debt Limit shall be decreased by the unused reserve fund amount.

The Debt Limit shall not be increased unless approved by Aurora and as permitted by statute. Any increase in the Debt Limit shall be considered a material modification of the Service

Plan, unless otherwise permitted herein. The District may request a Revenue Obligation limit authorization either in the initial Service Plan approval process, or subsequently as a material modification to the Service Plan.

Notwithstanding anything contained herein to the contrary, all Debt incurred by the District shall mature no later than forty (40) years from the date of organization of the District. The District will not incur any Debt or levy any taxes until the Framework Development Plan or other relevant planning document for the property within the District has been approved by Aurora. As soon as possible after the District has incurred any Debt, the District shall impose property taxes in a manner consistent with that shown in the Financing Plan.

A written non-binding underwriting engagement letter from a lender or investment banking firm is attached as **Exhibit I** for all Non-Developer Debt anticipated to be issued within five years of the District's formation.

C. Developer Debt.

The District is anticipated to receive initial funding for both capital and ongoing administrative requirements from Developer Debt. Such Developer Debt shall be subject to the District's obligation to reimburse the same, as shall be evidenced by reimbursement agreements between the District and the Developer. Such Developer Debt shall be limited to a twenty-year term and shall be subject to a maximum allowable interest rate of 300 basis points above the 20-year 'AAA' Municipal Market Data rate in effect at the time such Developer Debt is incurred.

Developer Debt shall count against the Debt Limit. It is estimated that any and all Developer Debt shall be repaid by the District from Non-Developer Debt proceeds or other legally

available sources of revenue. Developer Debt shall be subordinate to the District's Non-Developer Debt. Refinancing of Developer Debt shall not require approval by Aurora, except to the extent that such Developer Debt is subject to the provisions of Section VII.I of this Service Plan. Developer Debt that refunds other Developer Debt shall not lengthen the maturity beyond the twenty year term as required in this section. Additionally, Developer Debt that refunds other Developer Debt shall not bear interest at a rate which exceeds the interest rate of the Developer Debt being refunded. Any such refunding debt issued by the District above and beyond the principal amount of Developer Debt refunded shall count against the Debt Limit of the District. Any amount of outstanding principal and accrued interest on such Developer Debt that remains unpaid after the final maturity dates shall be deemed to be forever discharged and satisfied in full. The total Developer Debt is anticipated to be Eight Hundred Sixty Eight Thousand Eight Hundred Forty Seven Dollars (\$868,847.00).

D. Non-Developer Debt.

The District anticipates it will issue Non-Developer Debt in the amount of Sixteen Million Six Hundred Thousand Dollars (\$16,600,000.00) within the first five years of the formation of the District. All Non-Developer Debt issued by the District shall have no more than a thirty (30) year maximum term and may be payable from any and all legally available revenues of the District, including general *ad valorem* property taxes to be imposed upon all taxable property within the District, subject to the limitations described herein. Substantial or otherwise material deviations from the bond amortization schedules provided in the Financing Plan may constitute an Alternative Financing Plan and require approval as described in Section VII.L. of this Service Plan.

E. Developer Contributions.

In the event the District is unable to finance the design, acquisition and construction of all of the improvements herein contemplated through the issuance of Debt, the Developer shall make contributions to cover any shortfall.

F. Mill Levy Cap.

The Total Mill Levy Cap shall be 45.29 mills, adjusted as described below. In connection with the issuance of any Debt, the District may determine in the authorizing documents the portion of the Total Mill Levy Cap which will constitute the debt service mill levy and the portion thereof, if any, which will constitute the operation and maintenance mill levy, provided that the Total Mill Levy Cap shall not be exceeded. The Total Mill Levy Cap may be eliminated for payment of Non-Developer Debt at such time as the face amount of all outstanding Non-Developer Debt does not exceed fifty percent (50%) of the assessed valuation of all property within the District. The foregoing Total Mill Levy Cap shall be subject to adjustment if the laws of the State change with respect to the assessment of property for taxation purposes, the ratio for determining assessed valuation changes, or other similar changes occur after the date of approval by Aurora of this Service Plan. In any of these events, the Total Mill Levy Cap may be increased or decreased to reflect such changes so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted, are neither diminished nor enhanced as a result of such changes. If the Total Mill Levy Cap is adjusted in accordance with this section, the District will provide Aurora with written notice that such an adjustment has been made pursuant to the annual report required in Section VIII of this

Service Plan. The District will also revise the disclosure required by Section XV to reflect any change to the Total Mill Levy Cap, and shall re-record such disclosure.

The total outstanding amount of Non-Developer Debt must be less than fifty percent (50%) of the District's assessed valuation in order for the District to issue Non-Developer Debt that is not subject to the Total Mill Levy Cap . Additionally, any general obligation debt exceeding fifty percent (50%) of the valuation for assessment of the taxable property in the District must be issued in compliance with Colorado law, and specifically, Section 32-1-1101(6), C.R.S.

Once the Total Mill Levy Cap is removed pursuant to the above requirements so that the District is entitled to pledge to its payment an unlimited *ad valorem* property tax mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the debt to assessed ratio.

G. Identification of District Revenue.

In addition to revenues from *ad valorem* property taxes, the District anticipates revenue from the following sources in the following amounts over time:

<u>Revenue</u>	<u>Years Collected</u>	<u>Total Amount</u>
Specific Ownership Taxes	2004-2037	\$3,090,286.00
Interest Income	2004-2037	\$1,417,350.00

The District will also rely upon various other revenue sources authorized by law. These will include the power to assess fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time. All financing sources shown in the Financing

Plan to support the payment of Debt or Revenue Obligations shall be pledged to the payment of such Debt or Revenue Obligations.

H. Security for Debt.

The District shall not pledge any revenue or property of Aurora as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by Aurora of payment of any District obligation; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of Aurora in the event of a default by the District in the payment of any such obligation.

I. Refinancing of District Bonds.

The District agrees that any refinancing of outstanding bonds of the District that could shorten or extend the maturity of such bonds, or increase the total debt service thereon, shall be subject to the prior approval of the Aurora City Council as evidenced by a resolution after a public hearing thereon. Notwithstanding the foregoing, such prior approval need not be obtained where the refunding or restructuring of Non-Developer Debt of the District is being undertaken for the purpose of preventing or averting a default or terminating a condition of default on such Non-Developer Debt.

J. Quinquennial Review.

In accordance with the procedures set forth in Section 32-1-1101.5(1.5), C.R.S., the District shall submit an application for a quinquennial finding of reasonable diligence in every fifth calendar year after the calendar year in which the electors of the District first approve a ballot issue to incur general obligation indebtedness, notwithstanding any subsequent elections. Upon receipt

of such application, Aurora shall determine whether: (1) an administrative review is necessary to ensure that the District's conduct is in conformance with the provisions of Sections 122-35(b) and (c) of the Aurora City Code; or (2) alternatively, determine whether the District is in Substantial Quinquennial Compliance with its Financing Plan in which case an administrative review will not be conducted by Aurora.

In the event Aurora determines an administrative review is necessary under this Section, the District shall pay an administrative fee for any review required by Aurora. In the event Aurora determines a public hearing is necessary on such application, such hearing shall be held in accordance with Section 32-1-1101.5(2)(a), C.R.S., and a determination for continuation of the authority of the board of the District to incur any remaining authorized Debt shall be made at that time.

K. Description of Existing and Projected Conditions.

There is currently no ongoing development of property within the District. The current assessed value of land within the District is Three Thousand Nine Hundred Ninety Thousand Dollars (\$3,990.00). The District consists of approximately 162 acres of light industrial zoning. An estimate of the projected assessed valuation of property within the District is set forth in the Financing Plan attached hereto as **Exhibit J**.

L. Financial Analysis.

The Financing Plan has been prepared in accordance with the standards established by the American Institute of Certified Public Accountants and certified by the preparer.

The Financing Plan includes a complete forecasted statement of sources and uses of District revenue extending through the discharge of all proposed indebtedness. Separate amortization schedules showing annual principal and interest payments are provided for each proposed issue of Non-Developer Debt. Insofar as different classes of debt are proposed, the total debt service for each class of Non-Developer Debt is shown. A Sources and Uses statement is also provided for each proposed issue of Non-Developer Debt.

The Financing Plan demonstrates one method that may be used by the District to finance the cost of facilities. An Alternative Financing Plan may be employed and utilized by the District. Each Alternative Financing Plan shall be submitted to Aurora in advance for administrative review regarding overall consistency of such plan with this Service Plan.

Aurora shall determine whether or not an Alternative Financing Plan constitutes a material economic deviation from the scope of this Service Plan and the Financing Plan contained therein. Any material economic deviation of the Alternative Financing Plan from the scope of this Service Plan and the Financing Plan contained therein shall be deemed a material modification hereof and shall be subject to the provisions of the Aurora City Code governing the approval of such modifications. At Aurora's sole discretion, the District shall pay an administrative fee for any review required to determine whether material modifications to the Service Plan are being proposed and whether the same are acceptable under the standards set forth for the approval of such modifications in the Aurora City Code.

M. Risk Disclosure.

The ability of the District to meet the projections upon which the Financing Plan is premised is subject to various risks and uncertainties, including but not necessarily limited to, actual development that occurs within the District's boundaries, the sale of lots and the construction of residential units and/or the sale or lease of commercial or industrial building as might occur within the area, and actual market valuation of property within the District's boundaries. Development in the District will be impacted by many factors, including governmental policies regarding land development, the availability of utilities, construction costs, interest rates, competition from other developments, and other political, legal, and economic conditions.

N. Variable Rate Debt Financing.

The District may determine to issue variable rate debt. In such event, the District will submit an Alternative Financing Plan to Aurora for review.

VIII. ANNUAL REPORT

A. General.

The District shall be responsible for submitting an annual report to Aurora no later than March 1 of each year that the District is in existence.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following events that occurred during the preceding calendar year:

1. Boundary changes made or proposed;

2. Intergovernmental Agreements with other governmental entities entered into or proposed;
3. Changes or proposed changes in the District's policies;
4. Changes or proposed changes in the District's operations;
5. Any changes in the financial status of the District, including revenue projections or operating costs;
6. A summary of any litigation which involves the District;
7. Proposed plans for the year immediately following the year summarized in the annual report;
8. Status of the District's public improvement construction schedule;
9. A list of all facilities and improvements constructed by the District that have been dedicated to and accepted by Aurora; and
10. A summary of the current assessed valuation of the District.

C. Summary of Financial Information.

In addition, the annual report shall include a one-page summary of the following information:

1. Assessed valuation of taxable property in the District;
2. Total acreage of property within the District;
3. District indebtedness (stated separately for each class of debt);
4. District debt service (stated separately for each class of debt);
5. District tax revenue;

6. Other revenues of the District;
7. Public improvement expenditures; and
8. Other District expenditures.

Such information shall be presented in the following format: Projected; Year-End Actual; Variance. For purposes of this Section, "Projected" means as originally projected in the District's Financing Plan and exhibits, as the same may be amended from time to time. If the comparison between Projected and Year-End Actual numbers is based upon a projection contained in an amendment to the Service Plan, the amendment should be clearly identified and the date of Aurora's approval referenced.

IX. CONSERVATION TRUST FUND

The District shall not claim any entitlement to moneys from the State Conservation Trust Fund. The District shall remit to Aurora all moneys it may receive from this fund.

X. DISSOLUTION

In the event there is reason to believe that the purposes for which the District was created have been accomplished, a public hearing shall be conducted before the Aurora City Council to determine whether the District should be dissolved. Prior written notice of such hearing shall be provided to the Board of Directors of the District. Upon an independent determination of the Aurora City Council that the purposes for which the District was created have been accomplished, the District agrees to file a petition in the Adams County District Court for dissolution. In any event,

such dissolution shall not occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations.

XI. CONSOLIDATION

The District shall not file a request with the Adams County District Court to consolidate with another Title 32 district without the prior written approval of Aurora.

XII. MODIFICATION OF SERVICE PLAN

The District shall obtain the prior approval of Aurora before making any material modifications to this Service Plan, as noted herein. Material modifications shall include all modifications of a basic or essential nature, including any additions to the types of services initially provided by the District, any changes in the Debt Limit, revenue type, or Mill Levy Cap of the District, or any changes to the boundaries of the District not described in this Service Plan. The modifications listed in this Section are provided as examples only and are not intended in any way to comprise an exclusive list of all actions which may be deemed to be a material modification of this Service Plan. Aurora's approval shall not be required for modifications of a technical, administrative, or mechanical nature necessary for the execution of the original Service Plan.

XIII. FAILURE TO COMPLY WITH THE SERVICE PLAN

In accordance with the authority contained in the Aurora City Code, should the District take any action that constitutes a material modification from the Service Plan without Aurora's prior

approval, Aurora shall be entitled to all remedies available under state and local law to enjoin the actions of the District.

XIV. RESOLUTION OF APPROVAL

The District agrees to incorporate the Resolution approving the Service Plan adopted by the Aurora City Council, including any conditions imposed on such approval, into the petition presented in the Adams County District Court.

XV. DISCLOSURE

The petitioner and the District will assure that all developers of the property located within the District provide written notice in a form acceptable to Aurora to all purchasers of property in the District regarding the existence of, and the additional taxes, charges, or assessments that may be imposed by, the District. The form of disclosure shall be submitted to Aurora for administrative approval within ninety (90) days following the organization of the District and prior to the issuance of any debt by the District. Such disclosure shall include, but not necessarily be limited to, the following matters:

1. The authorized Debt of the District, anticipated issuance schedule, and terms thereof, including maximum term and maximum interest rate if applicable;
2. A list and description of the facilities to be operated and maintained by the District;
3. The Mill Levy Cap of the District and the procedure for any adjustment thereto;

4. A general description of the infrastructure to be paid for by the District and the expected cost of such infrastructure;

5. An estimate of the annual *ad valorem* property tax to be paid by a representative property within the District;

6. Any District fees applicable to property owners and a statement that such fees are separate from any applicable owners' association fees; and

7. A statement that the most recent Service Plan and Financing Plan are available from the District.

Upon approval of the disclosure by Aurora, the District shall record the disclosure in the real property records of the County of Adams, State of Colorado.

XVI. INTERGOVERNMENTAL AGREEMENT

The form of intergovernmental agreement required by the Aurora City Code, relating to the limitations imposed on the District's activities, is attached hereto as **Exhibit K**.

XVII. CONCLUSION

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

1. There is sufficient existing and projected need for organized service in the area to be served by the District;

2. The existing service in the area to be served by the District is inadequate for present and projected needs;
3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries;
4. The area to be included in the District does have, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;
5. Adequate service is not, and will not be, available to the area through Aurora or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis;
6. The facility and service standards of the District are compatible with the facility and service standards of Aurora;
7. The proposal is in substantial compliance with the comprehensive plan adopted pursuant to Section 146-206 of the Aurora City Code;
8. The proposal is in compliance with a duly adopted county, regional, or state long-range water quality management plan for the area;
9. The creation of the District is in the best interests of the area to be served;
10. The development application required by Chapter 146 of the Aurora City Code for the area to be included in the District has been filed with Aurora; and
11. The development proposed for the area to be included within the District will enhance the quality of the entire community.

EXHIBIT A

City Council Resolution of Approval

RESOLUTION NO. R2003-___

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

WHEREAS, pursuant to Sections 32-1-204 and 32-1-207, C.R.S., as amended, and Section 122-30 of the Aurora City Code, the Service Plan (the "Service Plan") for the 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, and Chapter 122 of the Aurora City Code, the City Council held a public hearing on the Service Plan for the District on September 8, 2003; 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, on August 14, 2003 as required by law, and forwarded to the petitioners, others entitled to postcard or letter notice, the Division of Local Government, and the governing body of each municipality and special district which has levied an *ad valorem* tax within the next preceding tax year and which has boundaries within a radius of three miles of the District; and

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

WHEREAS, the City Council finds that the Service Plan should be approved unconditionally, as permitted by Section 32-1-203(1), C.R.S., as amended, and Section 122-35(a) of the Aurora City Code; and

WHEREAS, the City Council further finds that it is in the best interest of the citizens of the City to enter into an Intergovernmental Agreement with the District at the time of its formation for the purpose of assigning the relative rights and responsibilities between the City and the District with respect to certain functions, operations, and obligations of the District; and

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

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

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

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

- A. There is sufficient existing and projected need for organized service in the area to be served by the proposed District;
- B. The existing service in the area to be served by the proposed District is not adequate for present and projected needs;
- C. Adequate service is not and will not be available to the area through the City or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis;
- D. The proposed District is capable of providing economical and sufficient service to the area that it intends upon serving;
- E. The area to be included within the proposed District has or will have the financial ability to discharge the proposed indebtedness on a reasonable basis;
- F. The facility and service standards of the proposed District are compatible with the facilities and service standards of the City;
- G. The proposal is in compliance with any duly adopted long-range water quality management for the area;
- H. The development application required by chapter 146 or 147 of the Aurora City Code for the area to be included in the proposed District has been filed with the City; and
- I. The development proposed for the area to be included within the proposed District will enhance the quality of the entire community.

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

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

Section 5. The performance of the IGA by the City shall be contingent upon the formation of and the issuance of debt by the proposed District for the purpose of securing sufficient funds for their obligations under the IGA.

Section 6. The proposed District shall not be authorized to incur any indebtedness until such time as the District has approved and executed the IGA.

Section 7. This Resolution shall be filed in the records of the City and a certified copy thereof submitted to the petitioners for the purpose of filing in the District Court of Adams County.

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

Section 9. Any reconsideration of this Resolution is hereby waived.

RESOLVED AND PASSED this ____ day of _____, 2003

CITY OF AURORA, CITY COUNCIL
CITY OF AURORA, COLORADO

By: _____
Paul E. Tauer, Mayor

ATTEST:

Debra Johnson, City Clerk

APPROVED AS TO FORM: _____

EXHIBIT B

Legal Description

LEGAL DESCRIPTION

A parcel of land situated in the North half of Section 36, Township 3 South, Range 66 West of the 6th Principal Meridian, Adams County, State of Colorado, being more particularly described as follows.

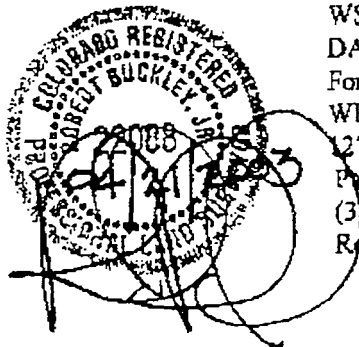
Beginning at the Northwest corner of the Northwest quarter of said Section 36;
Thence North 87°54'48" East and along the North line of the Northwest quarter of said Section 36 a distance of 2644.45 feet to the North quarter corner of said Section 36;
Thence North 87°53'26" East and along the North line of the Northeast quarter of said Section 36 a distance of 2645.25 feet to the Northeast corner of the Northeast quarter of said Section 36;
Thence South 01°55'01" East and along the East line of the Northeast quarter of said Section 36 a distance of 1885.92 feet to a point lying on the Northerly R.O.W. line of the Union Pacific Railroad;
Thence North 85°06'32" West and along the Northerly R.O.W. line a distance of 5339.75 feet to a point lying on the West line of the Northwest quarter of said Section 36;
Thence North 01°20'28" West and along the West line of the Northwest quarter of said Section 36 a distance of 1236.27 feet to the Point of Beginning,

Except that portion conveyed to the County of Adams in deed recorded May 5, 1928 in Book 167 at Page 584 and except that portion conveyed to Public Service Company of Colorado in Deed recorded October 26, 1994 in Book 4413 at Page 357, and except any portion lying within County Roads.

And except that portion acquired by the E-470 Public Highway Authority by the Rule and Order recorded March 17, 1998 in Book 5266 at Page 309.

County of Adams
State of Colorado

Containing 162.14 acres more or less.

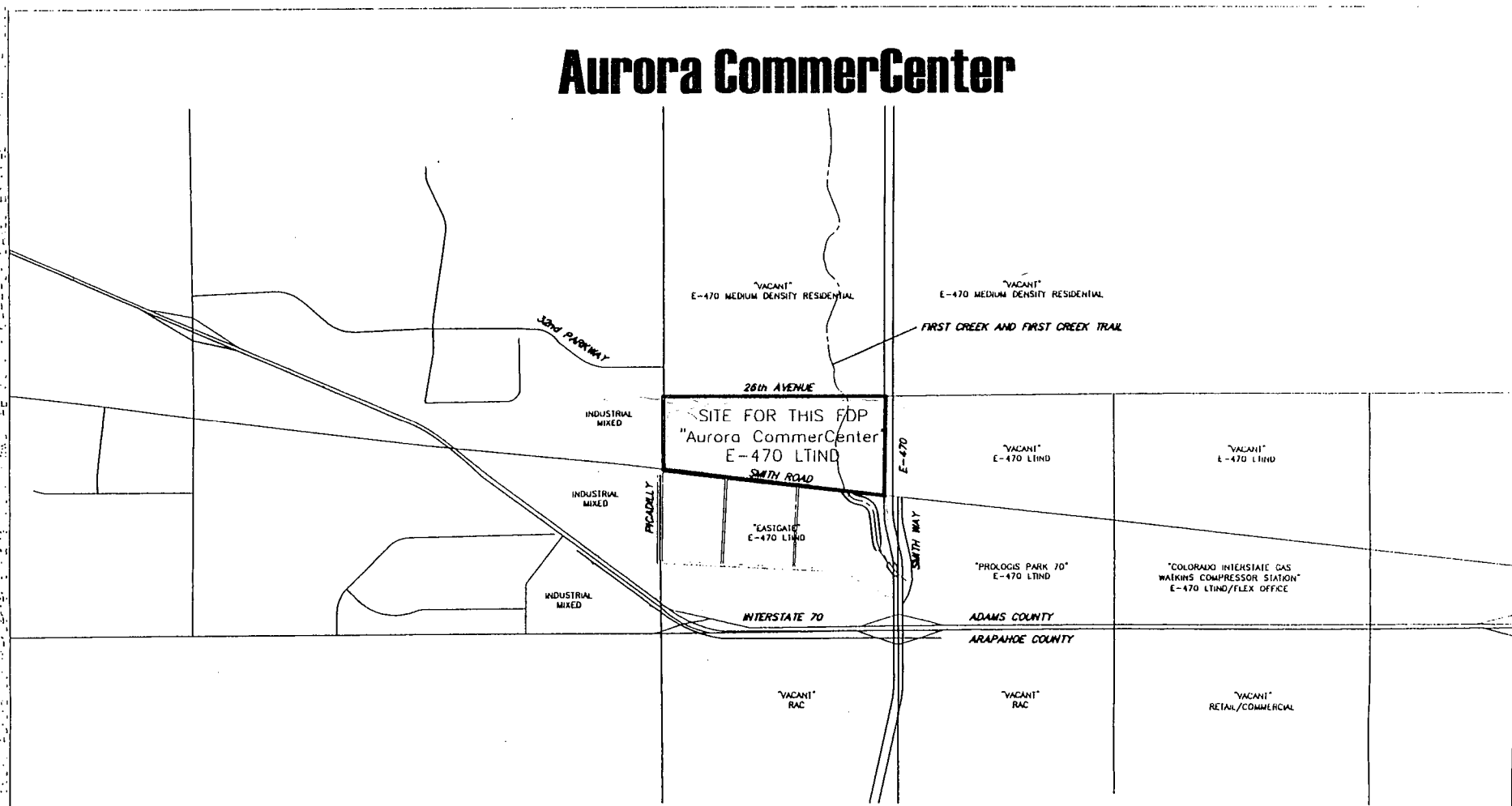


WSSI JOB NO: 20307-001
DATE: March 12, 2003
For and on Behalf of
WESTERN STATES SURVEYING, INC.
12753 South Parker Road, Suite 205
Parker, CO 80134
(303) 841-7436
Robert Buckley Jr., PLS 22088

EXHIBIT C

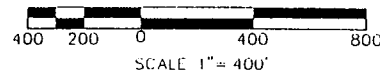
Aurora Vicinity Map

Aurora CommerCenter



VICINITY MAP

APRIL 23, 2003



MARTIN / MARTIN
CONSULTING ENGINEERS

12499 WEST GOLFAN AVE.
P.O. BOX 131500
LAKWOOD, CO 80213
303 431 8100
FAX 303 431 4028

EXHIBIT D

Boundary Map

ALTA ACWM LAND TITLE SURVEY
 PART of Sec. 36, T. 5 S., R. 66 W., T11N R17W
 City of Astoria, Adams County, State of Colorado

NOTE: IN COMPLIANCE
 A print of and record of the plat of Section 36, Township 5 South Range 66 West of the 6th Principal Meridian Adams County Colorado, were previously recorded at Bureau of Land Management, Denver, Colorado, on 11/18/16 and 11/17/16.

17 June 9 - A survey of the land in this survey was made by the Surveyor on 17 June 1897 and is recorded in Book 262 Page 221.

21 June 10 - This survey was made by the Surveyor on 21 June 1910 and is recorded in Book 262 Page 221.

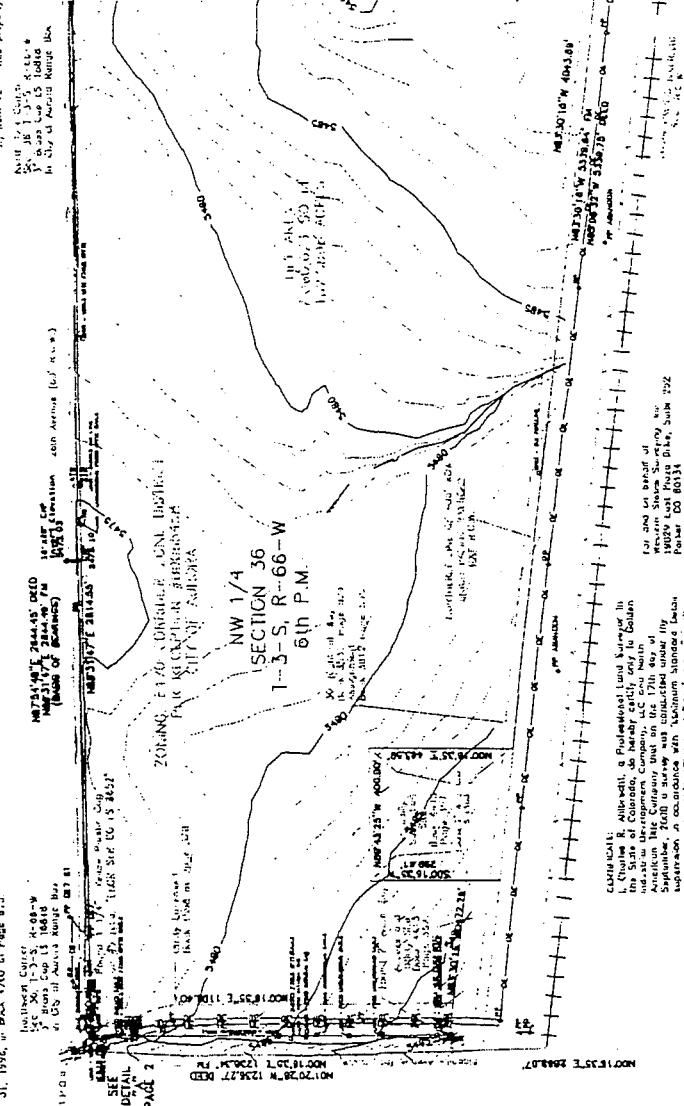
23 June 12 - This property was last surveyed with the City of Astoria on 23 June 1912 and is recorded in Book 262 Page 221.

25 June 12 - This property was last surveyed with the City of Astoria on 25 June 1912 and is recorded in Book 262 Page 221.

27 June 12 - This property was last surveyed with the City of Astoria on 27 June 1912 and is recorded in Book 262 Page 221.

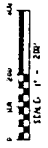
29 June 12 - This property was last surveyed with the City of Astoria on 29 June 1912 and is recorded in Book 262 Page 221.

31 June 12 - This property was last surveyed with the City of Astoria on 31 June 1912 and is recorded in Book 262 Page 221.



NOTICE: According to Colorado law, the plat of this survey was filed for public inspection on 11/18/16 and 11/17/16. The Surveyor is not responsible for any errors or omissions in this survey or for any consequences that may result therefrom.

WESTERN STATES SURVEYING, INC.
 1400 N. 10th St., Suite 100, Boise, Idaho 83702
 Phone: (208) 333-1111
 Charles H. Anderson, P.L.S. No. 0141



CONTRACT: This is a contract between the Surveyor and the City of Astoria, Colorado, for the purpose of surveying the land in this survey. The Surveyor is not responsible for any errors or omissions in this survey or for any consequences that may result therefrom.

NOTICE: According to Colorado law, the plat of this survey was filed for public inspection on 11/18/16 and 11/17/16. The Surveyor is not responsible for any errors or omissions in this survey or for any consequences that may result therefrom.

DETAILS: This survey was made by the Surveyor on 17 June 1897 and is recorded in Book 262 Page 221. The Surveyor is not responsible for any errors or omissions in this survey or for any consequences that may result therefrom.

EXHIBIT E

Proof of Ownership

FIRST AMERICAN HERITAGE TITLE CO

950 South Cherry Street #1200 • Denver, CO 30246 • Phone: (303) 691-3333 • FAX:

COMMITMENT

SCHEDULE A

Commitment No: KC32496B02-5

1. Commitment Date: February 26, 2003 at 7:29 A.M.

2. Policy or Policies to be issued:

Policy Amount

(a) Owners Policy - Proposed Insured:

\$

Macro Acquisitions, LLC

(b) Loan Policy - Proposed Insured:

\$

3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date by:

SEE ATTACHED

4. The land referred to in this Commitment is described as follows:

SCHEDULE A PAGE 2 ATTACHED HERETO

PREMIUM:

SI-Mortgage Policy-FHA/VA	\$	██████████
Owner's Policy	\$	██████████
Tax Certificate	\$	██████████
Form 103.7-Abuts Street-MP	\$	██████████
Form 123.1-Zoning Vacant-MP	\$	██████████

03/04/03 16:09:21 cc RR

Schedule A - Item 3

Order No. KC32496B02-5

Golden Industrial Development Company, LLC, a Colorado limited liability company n/k/a Diamond G Industrial Development Company, LLC, a Colorado limited liability company, as to an undivided 95.13735% and G. Spa Wholesalers, Limited Liability Company, a Colorado limited liability company, as to an undivided 4.3625%

SCHEDULE A - Page 2

Order No. KC32496B02-5

A Parcel of land situated in the North 1/2 of Section 36, Township 3 South, Range 55 West of the 6th Principal Meridian, Adams County, Colorado, more particularly described as follows.

Beginning at the Northwest corner of the Northwest 1/4 of said Section 36; thence North 37°54'48" East and along the North line of the Northwest 1/4 of said Section 36 a distance of 2644.45 feet to the North 1/4 corner of said Section 36; thence North 87°53'26" East and along the North line of the Northeast 1/4 of said Section 36 a distance of 2645.25 feet to the Northeast corner of the Northeast 1/4 of said Section 36; thence South 01°55'01" East and along the East line of the Northeast 1/4 of said Section 36 a distance of 1885.92 feet to a point lying on the Northerly R.O.W. line of the Union Pacific Railroad; thence North 85°06'32" West and along the Northerly R.O.W. line a distance of 5339.75 feet to a point lying on the West line of the Northwest 1/4 of said Section 36; thence North 01°20'28" West and along the West line of the Northwest 1/4 of said Section 36 a distance of 1236.27 feet to the Point of Beginning,

Except that portion conveyed to the County of Adams in Deed recorded May 5, 1928 in Book 167 at Page 584 and except that portion conveyed to Public Service Company of Colorado in Deed recorded October 26, 1994 in Book 4413 at Page 357, and except any portion lying within County Roads.

And Except that portion acquired by the E-470 Public Highway Authority by the Rule and Order recorded March 17, 1998 in Book 5266 at Page 309. County of Adams, State of Colorado.

(for informational purposes only) vacant land-162.14 acres

ACC Metropolitan District Consent
April 30, 2003
Page 1 of 2

Metro Acquisitions, LLC
350 Indiana Street, Ste. 100
Golden, CO 80401

April 23, 2003

Mr. Reggie Golden
Diamond G Enterprises, LLLP
2020 Terry Street, Ste. A
Longmont, CO 80501

Re: Letter Agreement Regarding Consent to Formation of ACC Metropolitan District,
City of Aurora, Colorado

Dear Reggie:

This letter serves to confirm that Aurora Partners, LLC, an Indiana Limited Liability Company ("Aurora Partners"), and an affiliate of Lauth Property Group, is petitioning for the formation of a special district to be known as ACC Metropolitan District ("District") in the City of Aurora, Colorado. Metro Acquisitions, LLC, a Colorado limited liability company and affiliate of Lauth Property Group ("Metro Acquisitions"), entered into a certain Purchase Agreement between Metro Acquisitions and Golden Industrial Development Company, LLC, a Colorado limited liability company n/k/a Diamond G Industrial Development Company, LLC, a Colorado limited liability company ("IDC") and G. Spa Wholesalers Limited Liability Company, a Colorado limited liability company ("GSW"), dated February 10, 2003 (the "Purchase Agreement"). The Purchase Agreement was entered into for the purpose of acquiring and purchasing certain property that is anticipated to be included within the District (the "Property"). As such, we are requesting IDC's and GSW's consent to the formation of the District in the City of Aurora, Colorado pursuant to an election to be held on November 4, 2003. Upon formation, Aurora Partners, LLC shall take all steps and pay all costs required to assure that the District shall remain in good standing and in compliance with all applicable laws and regulations. The District shall not incur any indebtedness or contract for any work or services that would be binding until and unless Closing on the Property occurs.

In addition, IDC and GSW acknowledge that Metro Acquisitions, LLC is granting options to purchase a portion of the Property to certain individuals affiliated with Lauth Property Group in connection with meeting the statutory requirements for the formation of a District, with all options being conditioned on Metro Acquisitions, LLC purchasing the Property from IDC and GSW.


We understand that none of the terms and conditions set forth in this letter act to modify the terms and conditions of the Purchase Agreement and except as specifically set forth in this

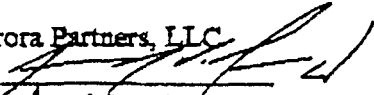
ACC Metropolitan District Consent
April 30, 2003
Page 2 of 2

letter, no third party rights are granted by consenting to the terms of this letter.

Please indicate IDC's and GSW's consent to the formation of the District as set forth herein by execution of the acknowledgment set forth below.

Very truly yours,


Metro Acquisitions, LLC
Michael V. Lloyd - Agent

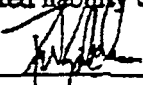
Aurora Partners, LLC
By: 
Its: Agents

ACKNOWLEDGMENT AND CONSENT:

The undersigned hereby consents to the formation of the ACC Metropolitan District.

Date: April 30, 2003

GOLDEN INDUSTRIAL DEVELOPMENT COMPANY, LLC, a Colorado limited liability company n/k/a DIAMOND G INDUSTRIAL DEVELOPMENT COMPANY, LLC, a Colorado limited liability company

By: 
Its: Its

G. SPA WHOLESALERS LIMITED LIABILITY COMPANY, a Colorado limited liability company

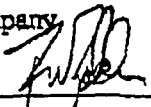
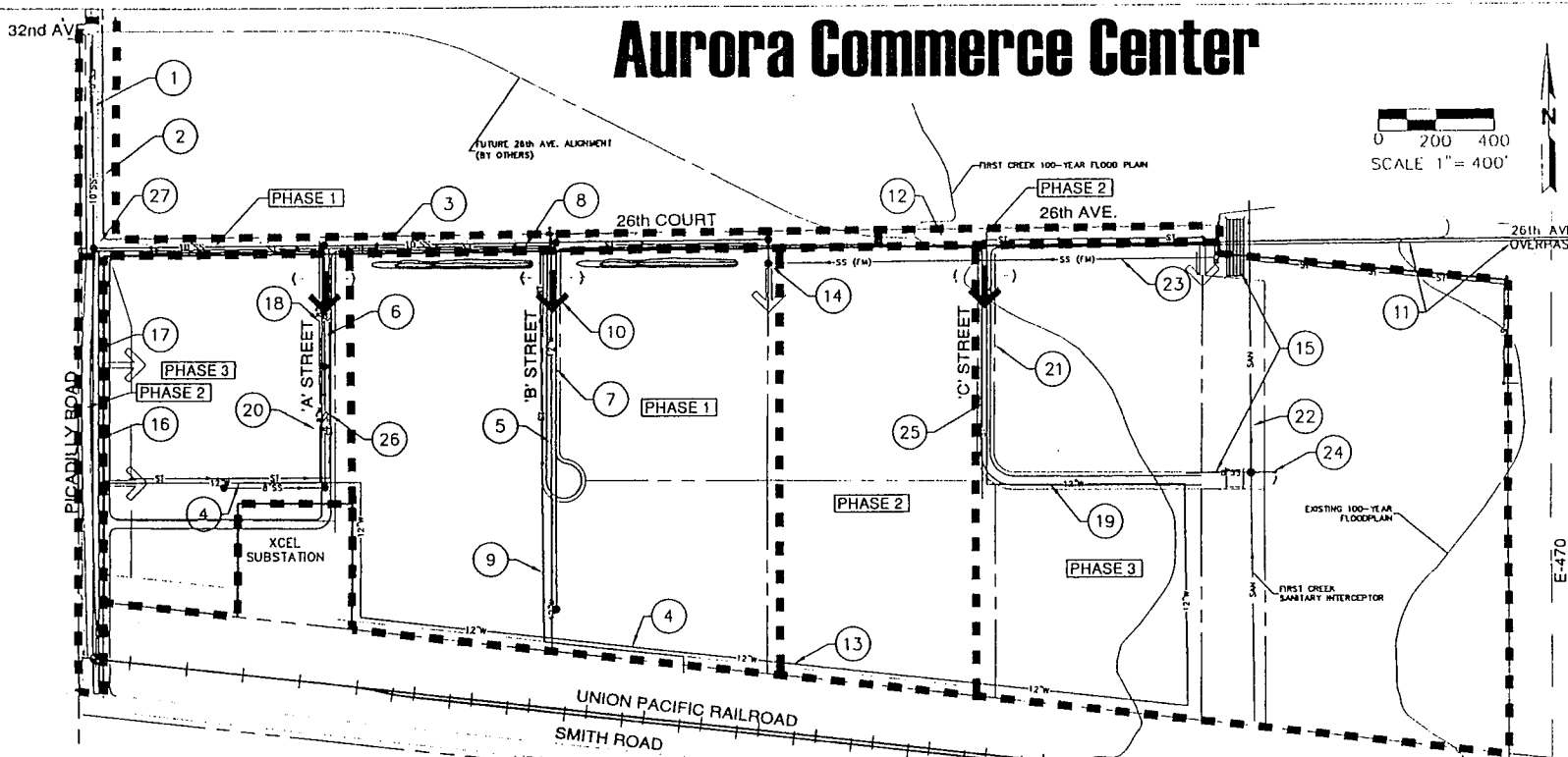
By: 
Its: Its

EXHIBIT F

Facilities Plans

LOCATION: G:\JANSEN\15621C_Aurora_CommerCenter\Exhibits\Exhibit F.dwg TAB: EXHIBIT F.1 OF 2_SAVED BY: meyer on Aug. 15, 2003

Aurora Commerce Center



PHASE 1 CONSTRUCTION

1. CONSTRUCT 10" SANITARY SEWER IN PICADILLY ROAD FROM 32ND AVE TO 26TH AVE (CONTINUING IN 26TH AVE TO PHASE 2 BOUNDARY)
2. ADD ADDITIONAL SANITARY (AND OTHER) TO EXISTING PICADILLY ASPHALT FROM 32ND AVE TO 26TH AVE TO ALLOW FOR A SOUTHWARD LEFT TURN LANE AT 26TH AVENUE AND A NEIGHBORHOOD LEFT TURN LANE AT 32ND AVENUE. NO CURB AND GUTTER TO BE CONSTRUCTED.
3. CONSTRUCT HALF SECTION OF 26TH COURT (MIN. 24' WIDE) LOCAL STREET TYPE 3 FROM PICADILLY ROAD TO PHASE 2 BOUNDARY.
4. CONSTRUCT 12" WATERLINE IN 'A' STREET FROM PICADILLY ROAD TO PHASE 2 BOUNDARY.
5. CONSTRUCT 12" WATERLINE IN 'B' STREET AND CONNECT TO WATERLINE INDICATED IN NOTE 4.
6. CONSTRUCT 8" SANITARY SEWER FROM 26TH COURT IN 'A' STREET (ALONG PHASE 1 BOUNDARY) AS NECESSARY FOR PHASE 1 SITE DEVELOPMENTS.
7. CONSTRUCT 8" SANITARY SEWER FOR PHASE 1 SITE DEVELOPMENTS.
8. CONSTRUCT STORM SEWER IN 26TH COURT TO CONVEY 2-YEAR DEVELOPED STREET FLOW AND 100-YEAR DETAINED RELEASE FROM FUTURE SITE DEVELOPMENTS.
9. CONSTRUCT STORM SEWER FROM UNION PACIFIC RAILROAD RIGHT-OF-WAY TO 'B' STREET, CONTINUING IN 'B' STREET TO 26TH AVE. STORM SEWER WILL CONVEY OFF-SITE FLOWS, 100-YEAR DETAINED RELEASE FROM SITE DEVELOPMENTS AND 2-YEAR DEVELOPED STREET FLOW.
10. RECONSTRUCT 'B' STREET, WIDENED LOCAL STREET TYPE 3.
11. REIMBURSE THE CITY OF AURORA FOR 1/3 OF THE COST ASSOCIATED WITH THE REPAIRS OF THE 1400/1800 AVENUE BRIDGE, AND THE 26TH AVENUE APPROACH ROAD, FROM END TO FOUR LANES.

PHASE 2 CONSTRUCTION

12. CONSTRUCT SIXTH HALF SECTION OF 26TH AVE, FOUR LANE ARTERIAL WITH PAINTED MEDIUM, FROM PHASE 2 BOUNDARY TO E-470 RIGHT-OF-WAY.
13. CONSTRUCT 12" WATERLINE FROM PHASE 1 BOUNDARY TO PHASE 3 BOUNDARY.
14. DETAIL OUT 8" SANITARY SEWER FROM PHASE 1 BOUNDARY AS NECESSARY FOR PHASE 2 SITE DEVELOPMENTS.
15. CONSTRUCT FIRST CREEK DRAINAGE IMPROVEMENTS IN COORDINATION WITH THE PARKS AND RECREATION DEPARTMENT CONSISTING OF ENGINEERED CHANNEL AND TWO 5' CELL 6x10 REINFORCED CONCRETE BIFURCATERS.
16. CONSTRUCT STORM SEWER IN PICADILLY ROAD TO CONVEY 2-YEAR DEVELOPED STREET FLOW.
17. CONSTRUCT 1/2 OF THE 6-LANE ARTERIAL RIGHT-OF-WAY (PICADILLY ROAD SECTION 2) ALONG THE WESTERN BOUNDARY LINE FROM 26TH COURT TO SMITH ROAD INCLUDING THE EXPANSION OF THE ROADWAY CHASE CROSSING AS REQUIRED TO ACCOMMODATE SUCH IMPROVEMENTS.

PHASE 3 CONSTRUCTION

18. CONSTRUCT 12" WATERLINE FROM 26TH COURT IN 'A' STREET TO PHASE 3 12" WATERLINE.
19. CONSTRUCT 12" WATERLINE FROM PHASE 2 BOUNDARY TO 'C' STREET AND CONTINUING TO 26TH AVE.
20. CONSTRUCT 'A' STREET, MODIFIED LOCAL STREET TYPE 3.
21. CONSTRUCT 'C' STREET, MODIFIED LOCAL STREET TYPE 3.
22. PARTICIPATE IN THE COST OF THE FIRST CREEK SANITARY INTERCEPTOR EQUAL TO THE COST OF NORMALLY INSTALLED 12" DRAINAGE SEWER LINE LOCATION TO BE AGREED TO IN THE FUTURE BY CITY AND DEVELOPER.
23. CONSTRUCT TEMPORARY LIFT STATION AND FORCE MAIN IF PHASE 3 SITE DEVELOPMENT OCCURS PRIOR TO CONSTRUCTION OF SANITARY INTERCEPTOR.
24. CONSTRUCT 8" SANITARY SEWER IN 'C' STREET AS NECESSARY TO SERVE SITE DEVELOPMENTS.
25. CONSTRUCT STORM SEWER IN 'C' STREET TO CONVEY 2-YEAR DEVELOPED STREET FLOW AND 100-YEAR DETAINED RELEASE FROM SITE DEVELOPMENTS.
26. CONSTRUCT STORM SEWER FROM 26TH COURT IN 'A' STREET TO CONVEY 2-YEAR DEVELOPED STREET FLOW AND 100-YEAR DETAINED RELEASE FROM SITE DEVELOPMENTS.
27. REIMBURSE THE CITY OF AURORA FOR 25% OF THE SIGNAL INSTALLATION COSTS AT THE INTERSECTION OF PICADILLY ROAD AND 26TH COURT.

PUBLIC IMPROVEMENTS
PHASING PLAN
EXHIBIT F
1 OF 1

REV AUGUST 15, 2003
JULY 3, 2003

MARTIN / MARTIN
CONSULTING ENGINEERS

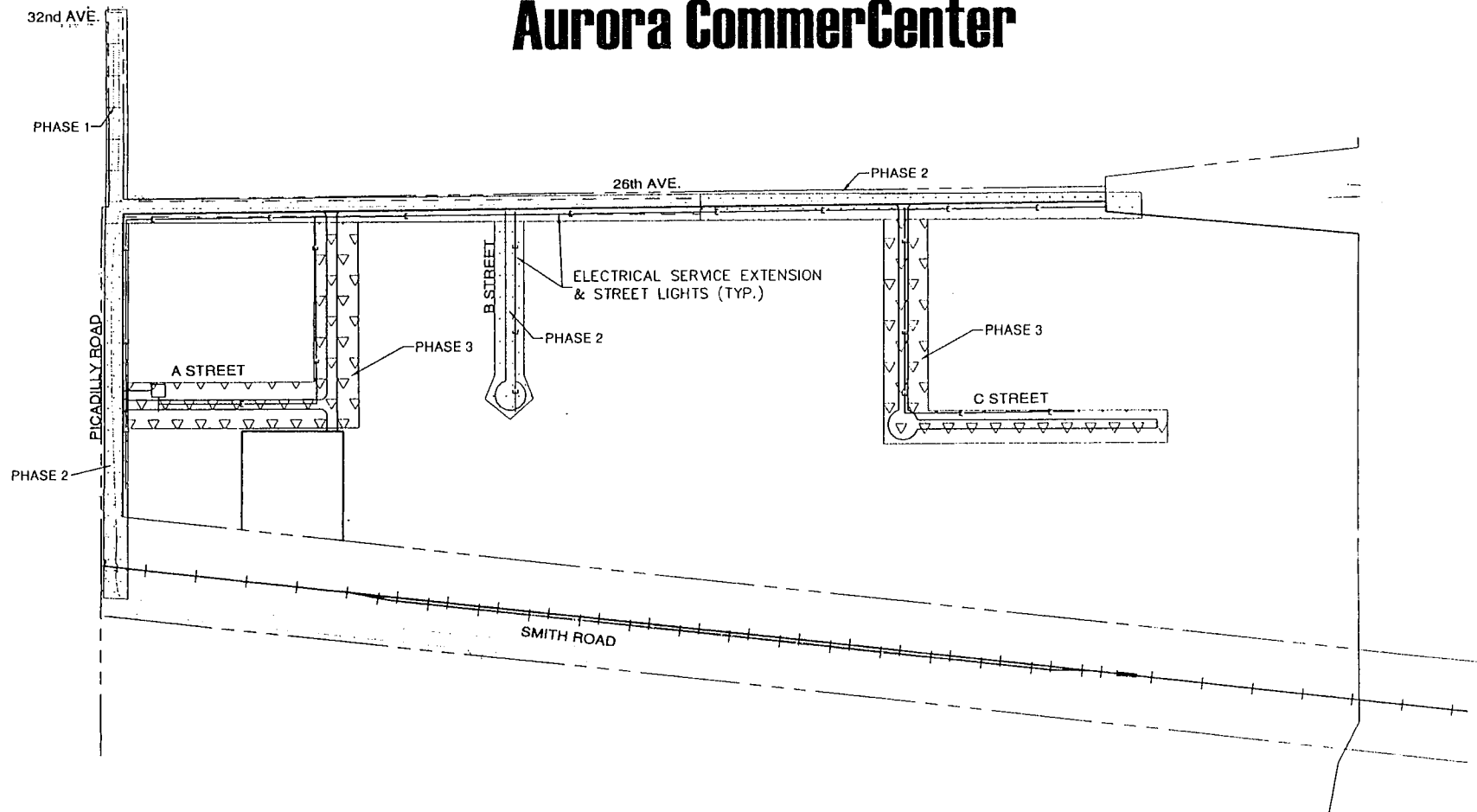
13400 WEST OULFAK AVE.
P.O. BOX 131300
LAKEWOOD, CO 80215
303.431.6100
FAX 303.431.4030

EXHIBIT F-1

Street and Safety Improvements

LOCATION: G:\JANSEN\15621C Aurora CommerCenter\Exhibits\EXHIBIT F-1.dwg TAB: MARTIN SAVED BY: meyer on Aug 15, 2003 at 10:1

Aurora CommerCenter



STREET & SAFETY
IMPROVEMENTS
EXHIBIT F-1

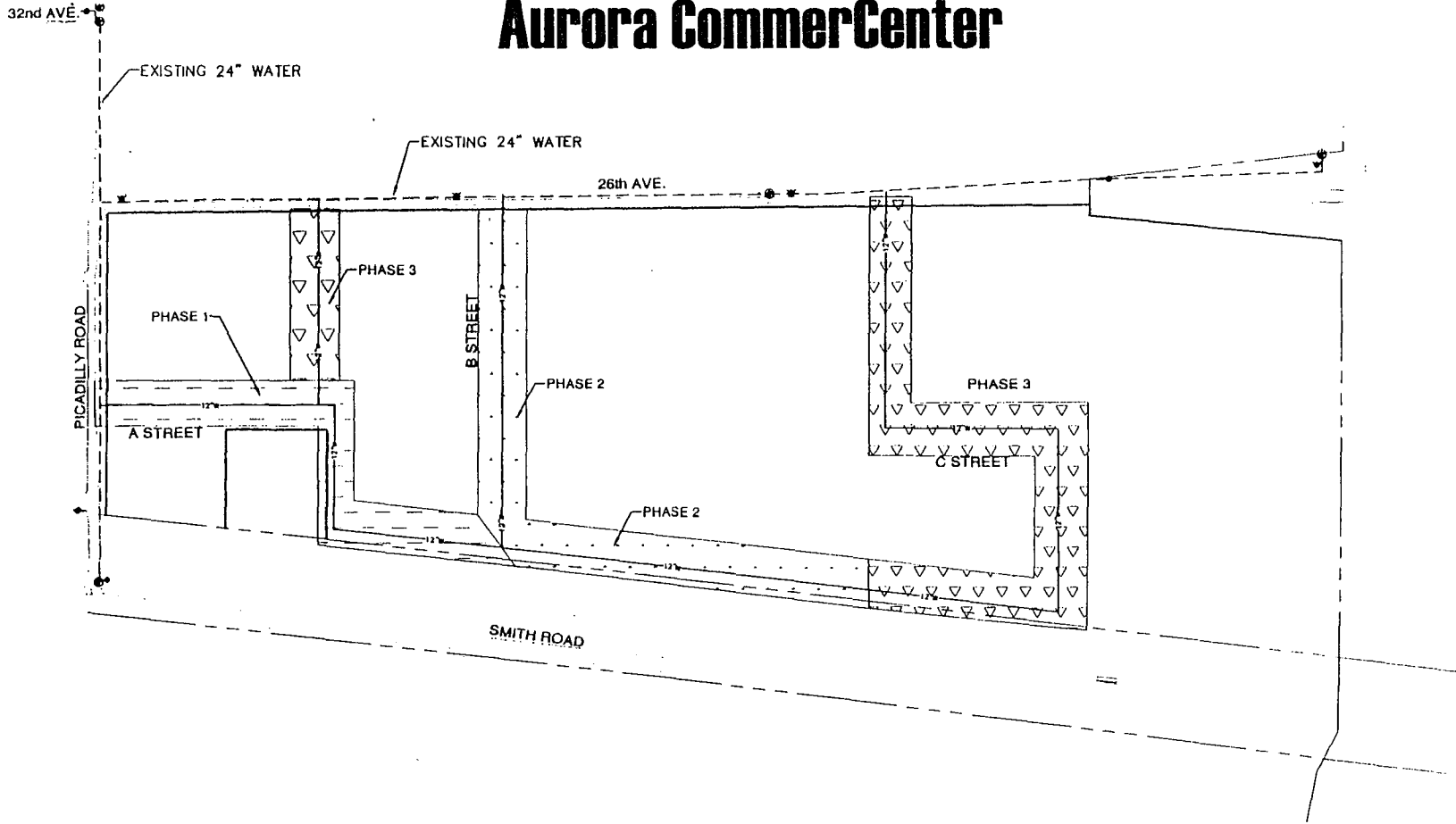
REV AUGUST 15, 2003
APRIL 23, 2003

M MARTIN / MARTIN
CONSULTING ENGINEERS
12499 WEST GOLDFAX AVE.
P.O. BOX 151000
LAKEWOOD, CO 80215
303 431.6100
FAX 303.431.4028

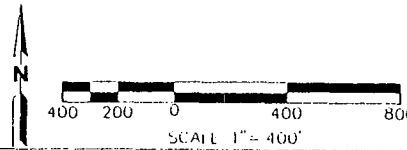
EXHIBIT F-2

Water Improvements

Aurora CommerCenter



WATER IMPROVEMENTS
EXHIBIT F-2



APRIL 23, 2003

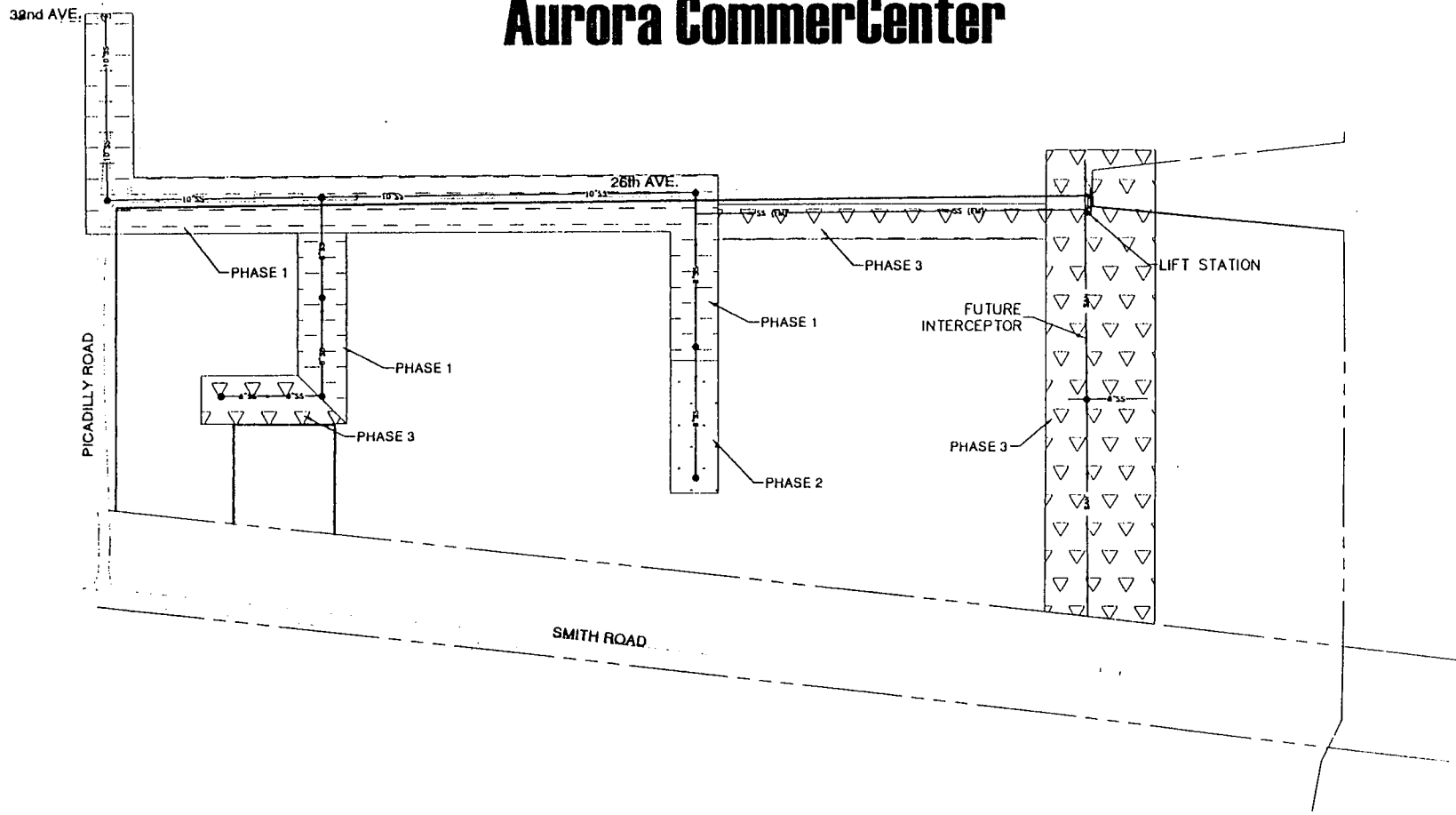
MARTIN / MARTIN
CONSULTING ENGINEERS

12499 WEST DULFAK AVE
P.O. BOX 131000
LAKewood, CO 80213
303 431 6100
FAX 303 431 4026

EXHIBIT F-3

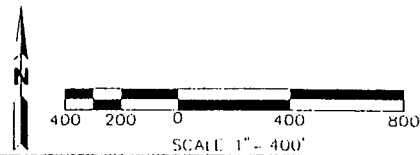
Sanitation Improvements

Aurora CommerCenter



SANITATION
IMPROVEMENTS
EXHIBIT F-3

NOTE:
INTERCEPTOR TO BE LOCATED
WITHIN FIRST CREEK CHANNEL
OVERBANK.



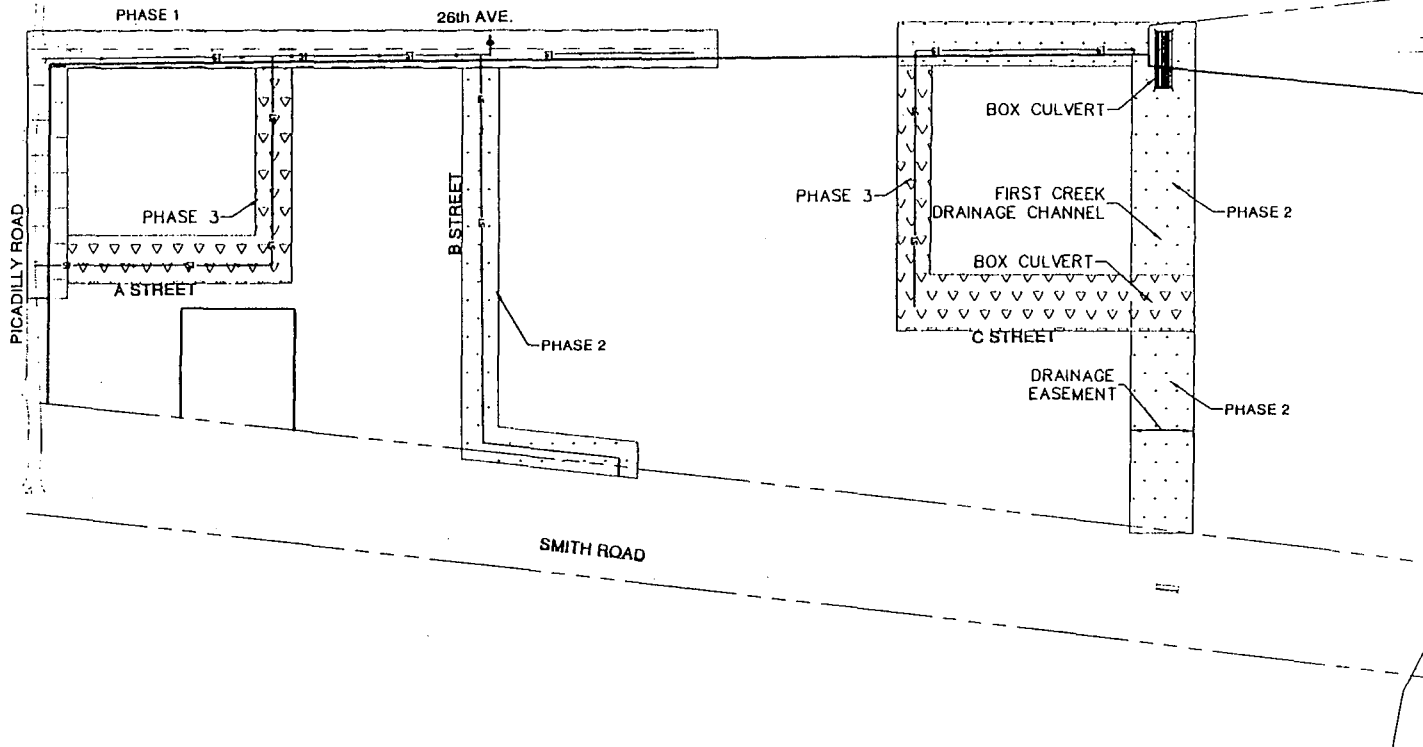
APRIL 25, 2005

MARTIN / MARTIN
CONSULTING ENGINEERS

12400 WEST COLFAX AVE.
P.O. BOX 131000
LAKEWOOD, CO 80213
303 431-6100
FAX 303 431-4024

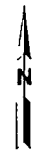
32nd AVE.

Aurora CommerCenter



STORM DRAINAGE
IMPROVEMENTS
EXHIBIT F-3

APRIL 23, 2003



SCALE 1" = 400'

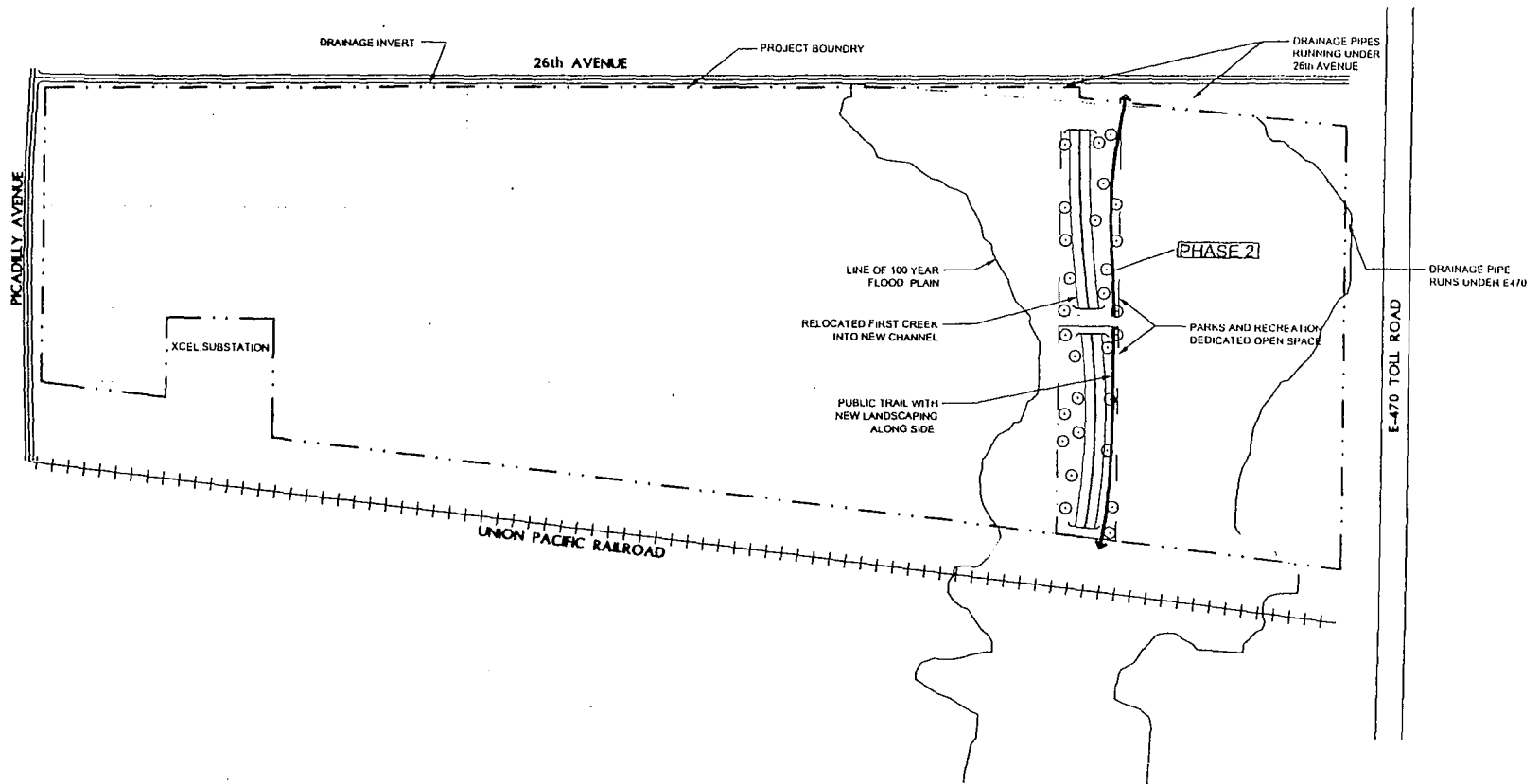
MARTIN / MARTIN
CONSULTING ENGINEERS

12499 WEST 60TH AVE
P.O. BOX 151500
LAKWOOD, CO 80215
303 431 6100
FAX 303 431 4028

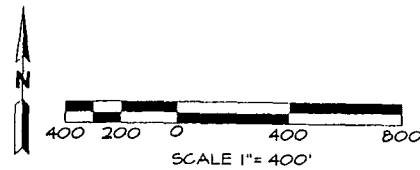
EXHIBIT F-4

Park and Recreation Improvements

Aurora CommerCenter



PARKS AND RECREATION
IMPROVEMENTS
EXHIBIT F-4



APRIL 23, 2003

MARTIN / MARTIN
ARCHITECTS AND ENGINEERS
1000 10th Avenue, Suite 1000
Aurora, Colorado 80010
TEL: 303.733.1100
FAX: 303.733.1101
WWW.MARTINMARTIN.COM

EXHIBIT G

Facilities Cost Estimates

ITEM	UNITS	QTY	PER UNIT	Cost Estimate Schedule COST	Phase 1	Phase 2	Phase 3
I PICADILLY ROAD (32nd Avenue to 26th Avenue)							
STREET & SAFETY IMPROVEMENTS							
Demolition	1 LS		\$64,346.05	\$64,346.00	\$64,346.00		
Subgrade Preparation	1 LS		\$17,398.57	\$17,399.00	\$17,399.00		
Asphalt Pavement	3,378 SY		\$30.10	\$101,674.00	\$101,674.00		
Reconditioned Asphalt Pavement	2,134 SY		\$9.05	\$19,310.00	\$19,310.00		
Signage	6 EA		\$271.46	\$1,629.00	\$1,629.00		
Vertical Curb and Gutter	800 LF		\$11.06	\$8,848.00	\$8,848.00		
Landscaping	1 LS		\$2,766.88	\$2,767.00	\$2,767.00		
	Subtotal Roadway			\$215,973.00	\$215,973.00		
	Inflation		3%	\$6,479.19	\$6,479.19		
	Contingency		13%	\$28,024.18	\$28,024.18		
TOTAL - I PICADILLY ROAD (32nd Avenue to 26th Avenue)				\$250,476.37	\$250,476.37		
II 26TH AVENUE (Two Lane Collector)							
STREET & SAFETY IMPROVEMENTS							
Demolition	1 LS		\$55,306.43	\$55,306.00	\$55,306.00		
Subgrade Preparation	1 LS		\$48,209.27	\$48,209.00	\$48,209.00		
Asphalt Pavement	6,400 SY		\$29.37	\$187,971.00	\$187,971.00		
Signage	10 EA		\$271.46	\$2,715.00	\$2,715.00		
Concrete Sidewalks	12,000 SF		\$2.71	\$32,575.00	\$32,575.00		
Vertical Curb and Gutter	4,800 LF		\$11.06	\$53,085.00	\$53,085.00		
Landscaping	1 LS		\$55,858.40	\$55,858.00	\$55,858.00		
Street Lighting	10 EA		\$4,524.33	\$45,243.00	\$45,243.00		
	Subtotal Roadway			\$480,962.00	\$480,962.00		
	Inflation		3%	\$14,428.86	\$14,428.86		
	Contingency		13%	\$62,408.58	\$62,408.58		
TOTAL - II 26TH AVENUE (Two Lane Collector)				\$557,799.44	\$557,799.44		
III WATER IMPROVEMENTS							
Tap Existing Main	1 EA		\$2,312.44	\$2,312.00	\$2,312.00		
Water System Extension	2,200 LF		\$33.18	\$72,993.00	\$72,993.00		
Fire Hydrants	5 EA		\$3,317.84	\$16,589.00	\$16,589.00		
	Subtotal Water			\$91,894.00	\$91,894.00		
	Inflation		3%	\$2,756.82	\$2,756.82		
	Contingency		13%	\$11,923.96	\$11,923.96		
TOTAL - III WATER IMPROVEMENTS				\$106,574.78	\$106,574.78		
IV SANITARY IMPROVEMENTS							
Sanitary Sewer Extension	2,400 LF		\$27.15	\$65,150.00	\$65,150.00		
Manholes	6 EA		\$2,211.90	\$13,271.00	\$13,271.00		
Tie-into Existing Service	1 EA		\$9,149.20	\$9,149.00	\$9,149.00		
	Subtotal Sanitary			\$87,570.00	\$87,570.00		
	Inflation		3%	\$2,627.10	\$2,627.10		
	Contingency		13%	\$11,362.89	\$11,362.89		
TOTAL - IV SANITARY IMPROVEMENTS				\$101,559.99	\$101,559.99		
V STORM DRAINAGE IMPROVEMENTS							
Storm Service Extension	2,300 LF		\$64.70	\$148,801.00	\$148,801.00		
Manholes	4 EA		\$2,111.35	\$8,445.00	\$8,445.00		
Inlets	13 EA		\$4,222.71	\$54,895.00	\$54,895.00		
End Sections	2 EA		\$844.54	\$1,689.00	\$1,689.00		
	Subtotal Drainage			\$213,830.00	\$213,830.00		
	Inflation		3%	\$6,414.90	\$6,414.90		
	Contingency		13%	\$26,945.28	\$26,945.28		
TOTAL - V STORM DRAINAGE IMPROVEMENTS				\$247,190.18	\$247,190.18		

ITEM	UNITS	QTY	PER UNIT	Cost Estimate Schedule COST	Phase 1	Phase 2	Phase 3
VI STREET & SAFETY IMPROVEMENTS							
Electrical Service Extension		3,200 LF	\$40.36	\$129,140.00	\$129,140.00		
				<u>\$129,140.00</u>	<u>\$129,140.00</u>		
				\$3,874.20	\$3,874.20		
				<u>\$16,277.05</u>	<u>\$16,277.05</u>		
TOTAL - VI STREET & SAFETY IMPROVEMENTS				\$149,291.25	\$149,291.25		
VII 26TH AVENUE (1/2 Four Lane Arterial) STREET & SAFETY IMPROVEMENTS							
Demolition		1 LS	\$49,669.12	\$49,669.00		\$49,669.00	
Subgrade Preparation		1 LS	\$34,834.34	\$34,834.00		\$34,834.00	
Asphalt Pavement		6,400 SY	\$29.10	\$186,272.00		\$186,272.00	
Signage		10 EA	\$271.46	\$2,715.00		\$2,715.00	
Concrete Sidewalks		15,800 SF	\$2.71	\$42,891.00		\$42,891.00	
Vertical Curb and Gutter		3,900 LF	\$11.06	\$43,132.00		\$43,132.00	
Landscaping		1 LS	\$57,171.46	\$57,171.00		\$57,171.00	
Street Lighting		8 EA	\$4,524.33	\$36,195.00		\$36,195.00	
				<u>\$452,879.00</u>		<u>\$452,879.00</u>	
				\$13,586.37		\$13,586.37	
				<u>\$58,764.59</u>		<u>\$58,764.59</u>	
TOTAL - VII 26TH AVENUE (1/2 Four Lane Arterial)				\$525,229.96		\$525,229.96	
VIII ROAD B (Two Lane Collector) STREET & SAFETY IMPROVEMENTS							
Subgrade Preparation		1 LS	\$19,290.74	\$19,291.00		\$19,291.00	
Asphalt Pavement		3,257 SY	\$29.21	\$95,139.00		\$95,139.00	
Signage		6 EA	\$271.46	\$1,629.00		\$1,629.00	
Concrete Sidewalks		9,385 SF	\$2.71	\$25,477.00		\$25,477.00	
Vertical Curb and Gutter		1,877 LF	\$11.06	\$20,759.00		\$20,759.00	
Landscaping		1 LS	\$43,524.07	\$43,524.00		\$43,524.00	
Street Lighting		5 EA	\$4,524.33	\$22,622.00		\$22,622.00	
				<u>\$228,441.00</u>		<u>\$228,441.00</u>	
				\$6,853.23		\$6,853.23	
				<u>\$29,642.00</u>		<u>\$29,642.00</u>	
TOTAL - VIII ROAD B (Two Lane Collector)				\$264,936.23		\$264,936.23	
IX WATER IMPROVEMENTS							
Tap Existing Main		1 EA	\$2,312.44	\$2,312.00		\$2,312.00	
Water System Extension		2,900 LF	\$33.18	\$96,217.00		\$96,217.00	
Fire Hydrants		6 EA	\$3,317.84	\$19,907.00		\$19,907.00	
				<u>\$118,436.00</u>		<u>\$118,436.00</u>	
				\$3,553.08		\$3,553.08	
				<u>\$15,368.00</u>		<u>\$15,368.00</u>	
TOTAL - IX WATER IMPROVEMENTS				\$137,357.08		\$137,357.08	
X SANITATION IMPROVEMENTS							
Sanitary Sewer Extension		1,800 LF	\$27.15	\$48,863.00		\$48,863.00	
Manholes		5 EA	\$2,211.90	\$11,059.00		\$11,059.00	
Tie-into Existing Service		1 EA	\$9,149.20	\$9,149.00		\$9,149.00	
				<u>\$69,071.00</u>		<u>\$69,071.00</u>	
				\$2,072.13		\$2,072.13	
				<u>\$8,962.50</u>		<u>\$8,962.50</u>	
TOTAL - X SANITATION IMPROVEMENTS				\$80,105.63		\$80,105.63	

ITEM	UNITS	QTY	PER UNIT	Cost Estimate Schedule COST	Phase 1	Phase 2	Phase 3
XII STORM DRAINAGE IMPROVEMENTS							
Strom Service Extension	2,650 LF		\$64.35	\$170,517.00		\$170,517.00	
Manholes	7 EA		\$2,111.35	\$14,779.00		\$14,779.00	
Inlets	10 EA		\$4,222.71	\$42,227.00		\$42,227.00	
End Sections	1 EA		\$844.54	\$845.00		\$845.00	
Box Culverts	1 LS		\$804,325.60	\$804,326.00		\$804,326.00	
First Creek Re-Channleization	1 LS		\$303,659.05	\$303,659.00		\$303,659.00	
	Subtotal Drainage			\$1,336,353.00		\$1,336,353.00	
	Inflation		3%	\$40,090.59		\$40,090.59	
	Contingency		13%	\$173,402.24		\$173,402.24	
TOTAL - XII STORM DRAINAGE IMPROVEMENTS				\$1,549,845.83		\$1,549,845.83	
XII STREET & SAFETY IMPROVEMENTS							
Electrical Service Extension	2,750 LF		\$40.22	\$110,595.00		\$110,595.00	
	Subtotal Electrical			\$110,595.00		\$110,595.00	
	Inflation		3%	\$3,317.85		\$3,317.85	
	Contingency		13%	\$14,350.57		\$14,350.57	
TOTAL - XII STREET & SAFETY IMPROVEMENTS				\$128,263.42		\$128,263.42	
XIII PICADILLY ROAD (1/2 Six Lane Arterial) STREET & SAFETY IMPROVEMENTS							
Demolition	1 LS		\$50,270.35	\$50,270.00			\$50,270.00
Subgrade Preparation	1 LS		\$31,215.88	\$31,216.00			\$31,216.00
Asphalt Pavement	5,200 SY		\$29.76	\$154,745.00			\$154,745.00
Signage	10 EA		\$271.46	\$2,715.00			\$2,715.00
Concrete Sidewalks	13,000 SF		\$2.71	\$35,290.00			\$35,290.00
Vertical Curb and Gutter	2,600 LF		\$11.06	\$28,755.00			\$28,755.00
Landscaping	1 LS		\$42,719.74	\$42,720.00			\$42,720.00
Street Lighting	8 EA		\$4,524.33	\$36,195.00			\$36,195.00
	Subtotal Roadway			\$381,906.00			\$381,906.00
	Inflation		3%	\$11,457.18			\$11,457.18
	Contingency		13%	\$48,130.32			\$48,130.32
TOTAL - XIII PICADILLY ROAD (1/2 Six Lane Arterial)				\$441,493.50			\$441,493.50
XIV ROAD A (Two Lane Collector) STREET & SAFETY IMPROVEMENTS							
Subgrade Preparation	1 LS		\$32,138.84	\$32,139.00			\$32,139.00
Asphalt Pavement	4,267 SY		\$29.37	\$125,324.00			\$125,324.00
Signage	6 EA		\$271.46	\$1,629.00			\$1,629.00
Concrete Sidewalks	16,000 SF		\$2.71	\$43,434.00			\$43,434.00
Vertical Curb and Gutter	3,200 LF		\$11.06	\$35,390.00			\$35,390.00
Landscaping	1 LS		\$66,216.11	\$66,216.00			\$66,216.00
Street Lighting	7 EA		\$4,524.33	\$31,670.00			\$31,670.00
	Subtotal Roadway			\$335,802.00			\$335,802.00
	Inflation		3%	\$10,074.06			\$10,074.06
	Contingency		13%	\$43,572.93			\$43,572.93
TOTAL - XIV ROAD A (Two Lane Collector)				\$389,448.99			\$389,448.99

ITEM	UNITS	QTY	PER UNIT	Cost Estimate Schedule COST	Phase 1	Phase 2	Phase 3
XV ROAD C (Two Lane Collector)							
STREET & SAFETY IMPROVEMENTS							
Subgrade Preparation	1	LS	\$37,880.72	\$37,881.00			\$37,881.00
Asphalt Pavement	5,791	SY	\$29.28	\$169,563.00			\$169,563.00
Signage	6	EA	\$271.46	\$1,629.00			\$1,629.00
Concrete Sidewalks	18,885	SF	\$2.71	\$51,265.00			\$51,265.00
Vertical Curb and Gutter	3,777	LF	\$11.06	\$41,772.00			\$41,772.00
Landscaping	1	LS	\$76,270.18	\$76,270.00			\$76,270.00
Street Lighting	9	EA	\$4,524.33	\$40,719.00			\$40,719.00
	Subtotal Roadway			\$419,099.00			\$419,099.00
		Inflation	3%	\$12,572.97			\$12,572.97
		Contingency	13%	\$54,381.37			\$54,381.37
TOTAL - XV ROAD C (Two Lane Collector)				\$486,053.34			\$486,053.34
XVI WATER IMPROVEMENTS							
Tap Existing Main	1	EA	\$2,312.44	\$2,312.00			\$2,312.00
Water System Extension	3,220	LF	\$33.18	\$106,835.00			\$106,835.00
Fire Hydrants	6	EA	\$3,317.84	\$19,907.00			\$19,907.00
	Subtotal Water			\$129,054.00			\$129,054.00
		Inflation	3%	\$3,871.62			\$3,871.62
		Contingency	13%	\$16,745.76			\$16,745.76
TOTAL - XVI WATER IMPROVEMENTS				\$149,671.38			\$149,671.38
XVII SANITATION IMPROVEMENTS							
Sanitary Sewer Extension	3,900	LF	\$27.15	\$105,869.00			\$105,869.00
Manholes	10	EA	\$22,119.90	\$22,119.00			\$22,119.00
Tie-into Existing Service	1	EA	\$9,149.20	\$9,149.00			\$9,149.00
Packaged Lift Station	1	LS	\$120,498.03	\$120,498.00			\$120,498.00
	Subtotal Sanitary			\$257,635.00			\$257,635.00
		Inflation	3%	\$7,729.05			\$7,729.05
		Contingency	13%	\$33,430.15			\$33,430.15
TOTAL - XVII SANITATION IMPROVEMENTS				\$298,794.20			\$298,794.20
XVIII STORM DRAINAGE IMPROVEMENTS							
Strom Service Extension	2,450	LF	\$64.35	\$157,648.00			\$157,648.00
Manholes	6	EA	\$2,111.35	\$12,668.00			\$12,668.00
Inlets	10	EA	\$4,222.71	\$42,227.00			\$42,227.00
End Sections	1	EA	\$844.54	\$845.00			\$845.00
	Subtotal Drainage			\$213,388.00			\$213,388.00
		Inflation	3%	\$6,401.64			\$6,401.64
		Contingency	13%	\$27,688.76			\$27,688.76
TOTAL - XVIII STORM DRAINAGE IMPROVEMENTS				\$247,478.40			\$247,478.40
XIX ELECTRICAL SYSYEMS							
STREET & SAFETY IMPROVEMENTS							
Electrical Service Extension - Street Lighting	1,700	LF	\$40.22	\$68,368.00			\$68,368.00
	Subtotal Electrical			\$68,368.00			\$68,368.00
		Inflation	3%	\$2,051.04			\$2,051.04
		Contingency	13%	\$8,871.28			\$8,871.28
TOTAL - XIX ELECTRICAL SYSYEMS				\$79,290.32			\$79,290.32
XX PARKS AND RECREATION							
Channel Landscpaing				\$226,216.58		\$226,216.58	
	Subtotal Parks and Recreation			\$226,216.58		\$226,216.58	
		Inflation	3%	\$6,786.50		\$6,786.50	
		Contingency	13%	\$29,353.37		\$29,353.37	
TOTAL - XIX ELECTRICAL SYSYEMS				\$262,356.44		\$262,356.44	

ITEM	UNITS	QTY	PER UNIT	Cost Estimate Schedule COST	Phase 1	Phase 2	Phase 3
XXI - INDIRECT AND SOFT COSTS							
Engineering				\$759,532.71	\$528,289.10	\$15,081.11	\$216,162.51
Monumentation				\$90,486.63	\$90,486.63		
Construction Management				\$742,566.46	\$208,909.50	\$246,505.69	\$287,151.28
General Conditions and Permitting				\$562,988.71	\$223,951.39	\$130,378.16	\$208,659.15
Overlot Grading				\$1,050,988.13	\$350,329.38	\$350,329.38	\$350,329.38
Street and On-Site Improvements				\$754,055.25			\$754,055.25
Rail Crossing and Regional Off-Site Street Improvements				\$150,811.05			\$150,811.05
E470/26th Avenue Overpass Widening - Regional Off-Site Street Improvements				\$563,820.63	\$563,820.63		
Street and Safety Indicators				\$180,973.26			\$180,973.26
Subtotal Indirect and Soft Costs				\$4,856,222.83	\$1,965,786.63	\$742,294.33	\$2,148,141.87
Inflation			3%	\$145,686.68	\$58,973.60	\$22,268.83	\$64,444.26
Contingency			13%	\$630,132.86	\$255,076.17	\$96,318.49	\$278,738.19
TOTAL - XXI - INDIRECT AND SOFT COSTS				\$5,632,042.37	\$2,279,836.40	\$860,881.65	\$2,491,324.32

GRAND SUBTOTAL				\$12,085,259.13	\$3,692,728.42	\$3,808,976.25	\$4,583,554.47
PUBLIC ART			1%	\$107,487.89			
TOTAL COST				\$12,192,747.02			
Total Cost				\$10,422,835.41			
Total Inflation				\$312,685.06			
Total Contingency				\$1,349,738.66			
Public Art				\$107,487.89			
Total Project Cost				\$12,192,747.02			

Cost Estimate Summary			Cost Estimate	Phase 1	Phase 2	Phase 3
Street and Safety			\$2,823,165.00	\$826,075.00	\$791,915.00	\$1,205,175.00
Inflation		3%	\$84,694.95	\$24,782.25	\$23,757.45	\$36,155.25
Contingency		13%	\$364,422.88	\$106,709.81	\$102,757.16	\$154,955.91
TOTAL STREET AND SAFETY			\$3,272,282.83	\$957,567.06	\$918,429.61	\$1,396,286.16
Water Improvements			\$339,384.00	\$91,894.00	\$118,436.00	\$129,054.00
Inflation		3%	\$10,181.52	\$2,756.82	\$3,553.08	\$3,871.62
Contingency		13%	\$44,037.73	\$11,923.96	\$15,368.00	\$16,745.76
TOTAL WATER IMPROVEMENTS			\$393,603.25	\$106,574.78	\$137,357.08	\$149,671.38
Sanitation Improvements			\$414,276.00	\$87,570.00	\$69,071.00	\$257,635.00
Inflation		3%	\$12,428.28	\$2,627.10	\$2,072.13	\$7,729.05
Contingency		13%	\$53,755.55	\$11,362.89	\$8,962.50	\$33,430.15
TOTAL SANITATION IMPROVEMENTS			\$480,459.83	\$101,559.99	\$80,105.63	\$298,794.20
Storm Drainage Improvements			\$1,763,571.00	\$213,830.00	\$1,336,353.00	\$213,388.00
Inflation		3%	\$52,907.13	\$6,414.90	\$40,090.59	\$6,401.64
Contingency		13%	\$228,036.28	\$26,945.28	\$173,402.24	\$27,688.76
TOTAL STORM DRAINAGE IMPROVEMENTS			\$2,044,514.41	\$247,190.18	\$1,549,845.83	\$247,478.40
Parks and Recreation Improvements			\$226,216.58	\$0.00	\$226,216.58	\$0.00
Inflation		3%	\$6,786.50	\$0.00	\$6,786.50	\$0.00
Contingency		13%	\$29,353.37	\$0.00	\$29,353.37	\$0.00
TOTAL PARKS AND RECREATION IMPROVEMENTS			\$262,356.44	\$0.00	\$262,356.44	\$0.00
Indirect and Soft Costs			\$4,856,222.83	\$1,965,786.63	\$742,294.33	\$2,148,141.87
Inflation		3%	\$145,686.68	\$58,973.60	\$22,268.83	\$64,444.26
Contingency		13%	\$630,132.86	\$255,076.17	\$96,318.49	\$278,738.19
TOTAL INDIRECT AND SOFT COSTS			\$5,632,042.37	\$2,279,836.40	\$860,881.65	\$2,491,324.32
TOTAL COST			\$12,085,259.13	\$3,692,728.42	\$3,808,976.25	\$4,583,554.47
PUBLIC ART			\$107,487.89			\$107,487.89
TOTAL PROJECT COST			\$12,192,747.02	\$3,692,728.42	\$3,808,976.25	\$4,691,042.36

EXHIBIT H

District Election Questions

QUESTION ONE – STREET AND SAFETY:

SHALL ACC METROPOLITAN DISTRICT DEBT BE INCREASED \$13,120,000, WITH A REPAYMENT COST OF \$83,968,000; AND SHALL ACC METROPOLITAN DISTRICT TAXES BE INCREASED \$83,968,000 ANNUALLY, OR BY SUCH LESSER ANNUAL AMOUNT AS MAY BE NECESSARY TO PAY THE DISTRICT'S DEBT: SUCH DEBT TO CONSIST OF GENERAL OBLIGATION BONDS OR OTHER OBLIGATIONS, INCLUDING CONTRACTS, ISSUED OR INCURRED FOR THE PURPOSE OF PAYING, REIMBURSING, OR FINANCING ALL OR ANY PART OF THE COSTS OF ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING, AND OTHERWISE PROVIDING, WITHIN OR WITHOUT THE BOUNDARIES OF THE DISTRICT, STREET AND SAFETY IMPROVEMENTS INCLUDING BUT NOT LIMITED TO CURBS, GUTTERS, CULVERTS, OTHER DRAINAGE FACILITIES, UNDERGROUND CONDUITS, SIDEWALKS, TRAILS, BIKE PATHS AND PEDESTRIAN WAYS, PEDESTRIAN OVERPASSES, RETAINING WALLS, BRIDGES, OVERPASSES, UNDERPASSES, INTERCHANGES, PARKING AREAS, PARKING FACILITIES, MEDIAN ISLANDS, PAVING, LIGHTING, GRADING, LANDSCAPING AND IRRIGATION, LAND AND EASEMENTS, AND OTHER STREET IMPROVEMENTS, AND FOR A SYSTEM OF TRAFFIC AND SAFETY CONTROLS AND DEVICES ON STREETS AND HIGHWAYS, INCLUDING BUT NOT LIMITED TO SIGNALIZATION, SIGNAGE AND STRIPING, AREA IDENTIFICATION, DRIVER INFORMATION AND DIRECTIONAL ASSISTANCE SIGNS, ACCESS GATES, ENTRY MONUMENTATION, TOGETHER WITH ALL NECESSARY, INCIDENTAL, AND APPURTENANT FACILITIES, EQUIPMENT, LAND, AND EASEMENTS, AND EXTENSIONS OF AND IMPROVEMENTS TO SAID FACILITIES, SUCH DEBT TO BEAR INTEREST AT A NET EFFECTIVE INTEREST RATE NOT IN EXCESS OF 18% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY AS MAY BE DETERMINED BY THE DISTRICT, SUCH DEBT TO BE ISSUED OR INCURRED AT ONE TIME OR FROM TIME TO TIME, TO BE PAID FROM ANY LEGALLY AVAILABLE MONEYS OF THE DISTRICT, INCLUDING THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT, WITHOUT LIMITATION OF RATE OR WITH SUCH LIMITATIONS AS MAY BE DETERMINED BY THE BOARD, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER

AMOUNT AS MAY BE NECESSARY, TO BE USED SOLELY FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON THE DISTRICT'S DEBT; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE PROCEEDS OF SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT INCOME THEREON, BE COLLECTED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED AND SPENT BY THE DISTRICT?

QUESTION TWO – WATER:

SHALL ACC METROPOLITAN DISTRICT DEBT BE INCREASED \$945,000, WITH A REPAYMENT COST OF \$6,048,000; AND SHALL ACC METROPOLITAN DISTRICT TAXES BE INCREASED \$6,048,000 ANNUALLY, OR BY SUCH LESSER ANNUAL AMOUNT AS MAY BE NECESSARY TO PAY THE DISTRICT'S DEBT: SUCH DEBT TO CONSIST OF GENERAL OBLIGATION BONDS OR OTHER OBLIGATIONS, INCLUDING CONTRACTS, ISSUED OR INCURRED FOR THE PURPOSE OF PAYING, REIMBURSING, OR FINANCING ALL OR ANY PART OF THE COSTS OF ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING, AND OTHERWISE PROVIDING, WITHIN OR WITHOUT THE BOUNDARIES OF THE DISTRICT, A COMPLETE POTABLE AND NON-POTABLE WATER SUPPLY, STORAGE, TRANSMISSION, AND DISTRIBUTION SYSTEM, INCLUDING BUT NOT LIMITED TO WATER PUMPS, PUMP STATIONS, TRANSMISSION LINES, DISTRIBUTION MAINS AND LATERALS, FIRE HYDRANTS, METERS, IRRIGATION FACILITIES AND STORAGE FACILITIES, TOGETHER WITH ALL NECESSARY, INCIDENTAL, AND APPURTENANT FACILITIES, EQUIPMENT, LAND, AND EASEMENTS, AND EXTENSIONS OF AND IMPROVEMENTS TO SAID FACILITIES, SUCH DEBT TO BEAR INTEREST AT A NET EFFECTIVE INTEREST RATE NOT IN EXCESS OF 18% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY AS MAY BE DETERMINED BY THE DISTRICT, SUCH DEBT TO BE ISSUED OR INCURRED AT ONE TIME OR FROM TIME TO TIME, TO BE PAID FROM ANY LEGALLY AVAILABLE MONEYS OF THE DISTRICT, INCLUDING THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT, WITHOUT LIMITATION OF RATE OR WITH SUCH LIMITATIONS AS MAY BE DETERMINED BY THE BOARD, AND IN AMOUNTS SUFFICIENT TO

PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, TO BE USED SOLELY FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON THE DISTRICT'S DEBT; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE PROCEEDS OF SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT INCOME THEREON, BE COLLECTED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED AND SPENT BY THE DISTRICT?

QUESTION THREE – SANITATION:

SHALL ACC METROPOLITAN DISTRICT DEBT BE INCREASED \$6,050,000, WITH A REPAYMENT COST OF \$38,720,000; AND SHALL ACC METROPOLITAN DISTRICT TAXES BE INCREASED \$38,720,000 ANNUALLY, OR BY SUCH LESSER ANNUAL AMOUNT AS MAY BE NECESSARY TO PAY THE DISTRICT'S DEBT: SUCH DEBT TO CONSIST OF GENERAL OBLIGATION BONDS OR OTHER OBLIGATIONS, INCLUDING CONTRACTS, ISSUED OR INCURRED FOR THE PURPOSE OF PAYING, REIMBURSING, OR FINANCING ALL OR ANY PART OF THE COSTS OF ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING, AND OTHERWISE PROVIDING, WITHIN OR WITHOUT THE BOUNDARIES OF THE DISTRICT, A COMPLETE LOCAL SANITARY SEWAGE COLLECTION AND TRANSMISSION SYSTEM, INCLUDING BUT NOT LIMITED TO TREATMENT PLANTS, COLLECTION MAINS AND LATERALS, LIFT STATIONS, TRANSMISSION LINES, TREATMENT FACILITIES, STORM SEWER, FLOOD AND SURFACE DRAINAGE FACILITIES AND SYSTEMS, AND DETENTION AND RETENTION PONDS, TOGETHER WITH ALL NECESSARY, INCIDENTAL, AND APPURTENANT FACILITIES, EQUIPMENT, LAND, AND EASEMENTS, AND EXTENSIONS OF AND IMPROVEMENTS TO SAID FACILITIES, SUCH DEBT TO BEAR INTEREST AT A NET EFFECTIVE INTEREST RATE NOT IN EXCESS OF 18% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY AS MAY BE DETERMINED BY THE DISTRICT, SUCH DEBT TO BE ISSUED OR INCURRED AT ONE TIME OR FROM TIME TO TIME, TO BE PAID FROM ANY LEGALLY AVAILABLE MONEYS OF THE DISTRICT, INCLUDING THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT, WITHOUT LIMITATION OF RATE OR WITH

SUCH LIMITATIONS AS MAY BE DETERMINED BY THE BOARD, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, TO BE USED SOLELY FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON THE DISTRICT'S DEBT; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE PROCEEDS OF SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT INCOME THEREON, BE COLLECTED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED AND SPENT BY THE DISTRICT?

QUESTION FOUR – PARK AND RECREATION:

SHALL ACC METROPOLITAN DISTRICT DEBT BE INCREASED \$1,095,000, WITH A REPAYMENT COST OF \$7,008,000; AND SHALL ACC METROPOLITAN DISTRICT TAXES BE INCREASED \$7,008,000 ANNUALLY, OR BY SUCH LESSER ANNUAL AMOUNT AS MAY BE NECESSARY TO PAY THE DISTRICT'S DEBT: SUCH DEBT TO CONSIST OF GENERAL OBLIGATION BONDS OR OTHER OBLIGATIONS, INCLUDING CONTRACTS, ISSUED OR INCURRED FOR THE PURPOSE OF PAYING, REIMBURSING, OR FINANCING ALL OR ANY PART OF THE COSTS OF ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING, AND OTHERWISE PROVIDING, WITHIN OR WITHOUT THE BOUNDARIES OF THE DISTRICT, PARKS AND RECREATIONAL FACILITIES, IMPROVEMENTS, AND PROGRAMS, INCLUDING BUT NOT LIMITED TO PARKS, HIKING AND EQUESTRIAN TRAILS, BIKE PATHS AND PEDESTRIAN WAYS, REGIONAL TRAILS, OPEN SPACE, LANDSCAPING, CULTURAL ACTIVITIES, COMMUNITY RECREATION CENTERS, WATER BODIES, SWIMMING POOLS, TENNIS COURTS, COMMON AREAS, WEED CONTROL, OUTDOOR LIGHTING, EVENT FACILITIES, LAKES, IRRIGATION FACILITIES, PUBLIC FOUNTAINS AND SCULPTURE, ART, GARDENS, AND OTHER ACTIVE AND PASSIVE RECREATION FACILITIES AND PROGRAMS, TOGETHER WITH ALL NECESSARY, INCIDENTAL, AND APPURTENANT FACILITIES, EQUIPMENT, LAND, AND EASEMENTS, AND EXTENSIONS OF AND IMPROVEMENTS TO SAID FACILITIES, SUCH DEBT TO BEAR INTEREST AT A NET EFFECTIVE INTEREST RATE NOT IN EXCESS OF 18% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY AS MAY BE DETERMINED BY THE DISTRICT, SUCH

DEBT TO BE ISSUED OR INCURRED AT ONE TIME OR FROM TIME TO TIME, TO BE PAID FROM ANY LEGALLY AVAILABLE MONEYS OF THE DISTRICT, INCLUDING THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT, WITHOUT LIMITATION OF RATE OR WITH SUCH LIMITATIONS AS MAY BE DETERMINED BY THE BOARD, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, TO BE USED SOLELY FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON THE DISTRICT'S DEBT; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE PROCEEDS OF SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT INCOME THEREON, BE COLLECTED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED AND SPENT BY THE DISTRICT?

QUESTION FIVE – OPERATION AND MAINTENANCE DEBT

SHALL ACC METROPOLITAN DISTRICT DEBT BE INCREASED \$625,000, WITH A REPAYMENT COST OF \$4,000,000; AND SHALL ACC METROPOLITAN DISTRICT TAXES BE INCREASED \$4,000,000 ANNUALLY, OR BY SUCH LESSER ANNUAL AMOUNT AS MAY BE NECESSARY TO PAY THE DISTRICT'S DEBT: SUCH DEBT TO CONSIST OF GENERAL OBLIGATION BONDS OR OTHER OBLIGATIONS, INCLUDING CONTRACTS, ISSUED OR INCURRED FOR THE PURPOSE OF PAYING THE COSTS OF OPERATING, MAINTAINING, OR OTHERWISE PROVIDING SYSTEMS, OPERATIONS, AND ADMINISTRATION FOR THE PURPOSE OF CARRYING OUT THE OBJECTS AND PURPOSES FOR WHICH THE DISTRICT WAS ORGANIZED, TOGETHER WITH ALL NECESSARY, INCIDENTAL AND APPURTENANT PROPERTIES, FACILITIES, EQUIPMENT, PERSONNEL, CONTRACTORS, CONSULTANTS, AND COSTS AND ALL LAND, EASEMENTS, AND APPURTENANCES NECESSARY OR APPROPRIATE IN CONNECTION HERewith, SUCH DEBT TO BEAR INTEREST AT A NET EFFECTIVE INTEREST RATE NOT IN EXCESS OF 18% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY AS MAY BE DETERMINED BY THE DISTRICT, SUCH DEBT TO BE ISSUED OR INCURRED AT ONE TIME OR FROM TIME TO TIME, TO BE PAID FROM ANY LEGALLY AVAILABLE MONEYS OF THE DISTRICT, INCLUDING THE PROCEEDS OF

AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT, WITHOUT LIMITATION OF RATE OR WITH SUCH LIMITATIONS AS MAY BE DETERMINED BY THE BOARD, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, TO BE USED SOLELY FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON THE DISTRICT'S DEBT; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE PROCEEDS OF SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT INCOME THEREON, BE COLLECTED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED AND SPENT BY THE DISTRICT?

QUESTION SIX - REFUNDING:

SHALL ACC METROPOLITAN DISTRICT DEBT BE INCREASED \$21,835,000, WITH A REPAYMENT COST OF \$139,744,000; AND SHALL ACC METROPOLITAN DISTRICT TAXES BE INCREASED \$139,744,000 ANNUALLY, OR BY SUCH LESSER ANNUAL AMOUNT AS MAY BE NECESSARY TO PAY THE DISTRICT'S DEBT: SUCH DEBT TO CONSIST OF GENERAL OBLIGATION BONDS OR OTHER OBLIGATIONS ISSUED FOR THE PURPOSE OF REFUNDING, PAYING, OR DEFEASING, IN WHOLE OR IN PART, BONDS, NOTES, OR OTHER FINANCIAL OBLIGATIONS OF THE DISTRICT; SUCH DEBT TO BEAR INTEREST AT A RATE TO BE DETERMINED BY THE DISTRICT, WHICH INTEREST RATE MAY BE HIGHER THAN THE INTEREST RATE BORNE BY THE OBLIGATIONS BEING REFUNDED; SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY AS MAY BE DETERMINED BY THE DISTRICT, SUCH DEBT TO BE ISSUED AT ONE TIME OR FROM TIME TO TIME, TO BE PAID FROM ANY LEGALLY AVAILABLE MONEYS OF THE DISTRICT, INCLUDING THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY WITHIN THE DISTRICT, WITHOUT LIMITATION OF RATE OR WITH SUCH LIMITATIONS AS MAY BE DETERMINED BY THE BOARD, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, TO BE USED SOLELY FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON THE DISTRICT'S DEBT; AND SHALL

THE PROCEEDS OF ANY SUCH DEBT AND THE PROCEEDS OF SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT INCOME THEREON, BE COLLECTED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED AND SPENT BY THE DISTRICT?

QUESTION SEVEN – OPERATION AND MAINTENANCE MILL LEVY

SHALL ACC METROPOLITAN DISTRICT TAXES BE INCREASED \$200,000 ANNUALLY, OR BY SUCH LESSER ANNUAL AMOUNT AS MAY BE NECESSARY TO PAY THE DISTRICT'S OPERATIONS, MAINTENANCE, AND OTHER EXPENSES: SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED WITHOUT LIMITATION OF RATE OR WITH SUCH LIMITATIONS AS MAY BE DETERMINED BY THE BOARD, AND IN AMOUNTS SUFFICIENT TO PRODUCE THE ANNUAL INCREASE SET FORTH ABOVE OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, TO BE USED FOR THE PURPOSE OF PAYING THE DISTRICT'S OPERATIONS, MAINTENANCE, AND OTHER EXPENSES; AND SHALL THE PROCEEDS OF SUCH TAXES AND INVESTMENT INCOME THEREON BE COLLECTED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE IN 2003 AND IN EACH YEAR THEREAFTER, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, OR SECTION 29-1-301, COLORADO REVISED STATUTES?

QUESTION EIGHT: INTERGOVERNMENTAL AGREEMENTS AND REGIONAL FACILITIES AGREEMENTS:

SHALL ACC METROPOLITAN DISTRICT BE AUTHORIZED TO ENTER INTO ONE OR MORE INTERGOVERNMENTAL AGREEMENTS WITH THE STATE OR ANY POLITICAL SUBDIVISION OF THE STATE FOR THE PURPOSE OF JOINTLY FINANCING THE COSTS OF ANY PUBLIC IMPROVEMENTS, FACILITIES, SYSTEMS, PROGRAMS, OR PROJECTS WHICH THE DISTRICT MAY LAWFULLY PROVIDE, OR FOR THE PURPOSE OF PROVIDING FOR THE OPERATIONS AND MAINTENANCE OF THE DISTRICT AND ITS FACILITIES AND PROPERTIES, WHICH AGREEMENT MAY CONSTITUTE A DEBT OR INDEBTEDNESS AND A MULTIPLE-FISCAL YEAR OBLIGATION OF THE DISTRICT TO THE EXTENT PROVIDED THEREIN AND OTHERWISE AUTHORIZED BY LAW, AND IN CONNECTION

THEREWITH SHALL THE DISTRICT BE AUTHORIZED TO MAKE COVENANTS REGARDING THE ESTABLISHMENT AND USE OF AD VALOREM TAXES, RATES, FEES, TOLLS, PENALTIES, AND OTHER CHARGES OR REVENUES OF THE DISTRICT, AND COVENANTS, REPRESENTATIONS, AND WARRANTIES AS TO OTHER MATTERS ARISING UNDER THE AGREEMENTS, ALL AS MAY BE DETERMINED BY THE BOARD OF DIRECTORS OF THE DISTRICT?

QUESTION NINE – NON AD VALOREM TAX REVENUE:

SHALL ACC METROPOLITAN DISTRICT BE AUTHORIZED TO COLLECT, RETAIN, AND SPEND ANY AND ALL AMOUNTS ANNUALLY FROM ANY REVENUE SOURCES WHATSOEVER OTHER THAN AD VALOREM TAXES, INCLUDING BUT NOT LIMITED TO TAP FEES, FACILITY FEES, SERVICE CHARGES, INSPECTION CHARGES, ADMINISTRATIVE CHARGES, GRANTS, OR ANY OTHER FEE, RATE, TOLL, PENALTY, INCOME, OR CHARGE IMPOSED, COLLECTED, OR AUTHORIZED BY LAW TO BE IMPOSED OR COLLECTED BY THE DISTRICT, AND SHALL SUCH REVENUES BE COLLECTED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED AND SPENT BY THE DISTRICT?

QUESTION TEN – WAIVER OF TERM LIMITS:

SHALL MEMBERS OF THE BOARD OF DIRECTORS OF ACC METROPOLITAN DISTRICT BE AUTHORIZED TO SERVE WITHOUT LIMITATION ON THEIR TERMS OF OFFICE PURSUANT TO THE RIGHT GRANTED TO THE VOTERS OF THE DISTRICT IN ARTICLE XVIII, SECTION 11 OF THE COLORADO CONSTITUTION TO LENGTHEN, SHORTEN, OR ELIMINATE THE LIMITATIONS ON THE TERMS OF OFFICE IMPOSED BY SUCH SECTION?

EXHIBIT I

Underwriter Commitment Letter

Kirkpatrick Pettis

A Mutual of Omaha Company

Investments Since 1925

April 28, 2003

Dianne Truwe
Director of Development Services
City of Aurora
1470 S. Havana
Aurora, CO 80012

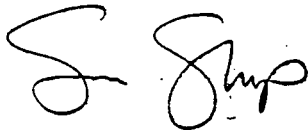
RE: *Proposed ACC Metropolitan District*

To Whom It May Concern:

As part of the service plan approval process, you have asked about the relationship between the investment bankers and the proposed ACC Metropolitan District. We are engaged with the petitioners of the proposed Districts as described by the attached Letter of Intent. We have the intention of serving as underwriters for the Districts' voter authorized debt once sufficient credit support can be identified. The structure represented in the financing plan involves Letter of Credit enhanced, variable-rate bonds.

We hope this letter helps to clarify the financing alternative represented in the financing plan. Please call if you have any questions or require further clarification.

Sincerely,



Samuel R. Sharp
Vice President

Kirkpatrick Pettis

A Mutual of Omaha Company

Investments Since 1925

April 28, 2003

Petitioners for ACC Metropolitan District
c/o Michael Lloyd
Lauth Property Group
350 Indiana Street
Golden, CO 80401

RE: *Letter of Intent – Proposed ACC Metropolitan District*

Dear Petitioners:

The petitioners are in the process of organizing the proposed ACC Metropolitan District (the "District"). Once the District is organized it is anticipated that the District will authorize and issue improvement and/or refunding bonds (the "Bonds") pursuant to voter-approved election questions. The Petitioners desires to engage the services of Kirkpatrick Pettis regarding the sale of those bonds. This letter confirms the basis upon which we intend to submit an offer to purchase the Bonds from the District after it is organized.

Section 1. Arrangements Before Sale. There are several arrangements, which must be made before any sale of bonds can occur. These arrangements include, but are not limited to:

Developing a Plan of Finance. In concert with bond counsel and District management, Kirkpatrick Pettis will prepare a plan of expected development, future capital improvements, revenues, expenses, and debt repayment. Once such a plan is prepared and approved by the Proposed Board, various debt structures can be analyzed within the plan to determine what will work best for the District.

Structuring. Once a financing structure has been selected by the Proposed Board, the terms of the debt (such as the sources of payment, the nature of the security, maturity schedule, the rights of redemption prior to maturity, etc.) must be determined, taking into account both the interests of the District and the expectations of investors.

Legal Counsel. Legal counsel will be selected and engaged by the District to prepare the legal proceedings necessary to authorize the debt, to assist in the preparation of disclosure documents necessary to sell the securities, and to render certain approving opinions when the securities are delivered. All fees and expenses of legal counsel selected hereunder shall be paid only from the proceeds derived upon sale of the Bonds.

Ratings. The ratings which may be obtained for the bonds are likely to have a significant effect on the rates of interest at which the bonds can be sold. If it is determined to be in the District's best interest to obtain these ratings, Kirkpatrick Pettis will assist the District in preparing and submitting applications to the rating agencies along with detailed information about the District, the debt and any credit enhancement.

Credit Enhancement. By providing investors with a guarantee of timely payments on the debt, for even a limited time period, the purchase of credit enhancement can produce a net reduction in financing costs. Kirkpatrick Pettis will assist the District in investigating the availability of bond insurance, letters of credit or other forms of credit enhancement and assist the District in determining the cost effectiveness of these products.

Disclosure to Investors. In connection with the issuance of bonds by the District and the sale and delivery of securities to ultimate investors, material information about the District and the transaction must be compiled in a disclosure document for distribution to prospective purchasers. As set forth above under Legal Counsel, the District will engage the services of counsel to assist in the preparation of such disclosure documents and advise the District and Underwriter about sales practices, regulatory requirements, and security matters. If disclosure counsel is engaged as the District's counsel, Kirkpatrick Pettis, will expect to receive the benefit of their 10(b)-5 opinion as well.

In contemplation of submitting an offer to underwrite the bonds, we will assist the District in making these arrangements. By accepting this letter and accepting our assistance in making these arrangements, the District will not incur any obligation except to pay from the Bond proceeds the expenses as provided in Sections 4 and 6 of this letter. Our active participation in making these arrangements should not and cannot be construed by the District as a promise to underwrite the bonds or as an assurance that the bonds can be sold.

Section 2. Underwriting. At such time as the arrangements for the sale of the securities have been successfully completed, it is our intention to submit for consideration by the Petitioners our offer to underwrite the bonds. Our offer will be submitted in the form of a bond purchase agreement and will set forth terms of the purchase such as the rates of interest, the amount of any original issue premium or discount, our underwriting

compensation (not to exceed 2 percent of the principal amount of the bonds), and the date and conditions for delivery of the bonds. Until the District accepts our offer, there will be no obligation for this firm to purchase the bonds from the District. In consideration for our work performed pursuant to Section 1, above, the District agrees that it will not consider other underwriting proposals unless Kirkpatrick Pettis has first declined to underwrite the transaction.

Section 3. Remarketing. In the event that the District issues bonds that are remarketed within their term, the District will have to engage a remarketing agent qualified to remarket the bonds on each remarketing date. If an underwriting agreement is reached between Kirkpatrick Pettis and the District, Kirkpatrick Pettis will submit an offer to serve as remarketing agent to the District for compensation not to exceed .25 percent of the amount of bonds annually remarketed. In further consideration for our work performed pursuant to Section 1, above, the District agrees that as long as Kirkpatrick Pettis is the lead underwriter, it will provide Kirkpatrick Pettis with the option to submit a proposal to act as remarketing agent and that it will not consider other proposals to act as remarketing agent unless and until the Kirkpatrick Pettis proposal for remarketing has been rejected.

Section 4. Payment of Expenses. Expenses will be incurred to make the arrangements for the sale of the bonds before their delivery and the receipt of proceeds by the District but such expenses will not be obligations of the District unless advance authorization has been obtained from the District. All of the expenses incurred in connection with the authorization, sale, and delivery of the bonds, including rating application, letter of credit fees and related expenses, insurance premiums, bond, disclosure and underwriter's counsel and our out-of-pocket expenses for any travel outside of Colorado shall be paid only from the proceeds derived upon sale of the Bonds.

Section 5. Not an Offer to Buy. This letter of intent is not an offer to purchase or a guarantee that we will make an offer to purchase the District's bonds in the future. Our offer to purchase, if made, will only be made by a bond purchase agreement prepared by our counsel and reviewed by the District and its counsel after the successful conclusion of the pre-sale arrangements described in Section 1 and the completion of other preliminary matters. This letter serves to summarize the steps we hope will lead to an underwriting of bonds at a future date at which time both Kirkpatrick Pettis and the District will incur and assume additional obligations as set forth in the bond purchase agreement.

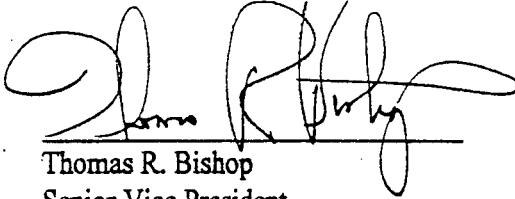
Section 6. Private Placement of Debt. If the District determines that a private placement of debt to developer or other parties would be in its best interest, the District agrees it will utilize the services of Kirkpatrick Pettis as an advisor for a fee not to exceed 1% of the debt distributed.

Section 7. Term of Letter Agreement. This letter agreement shall remain in full force and effect until such time as the Board of Directors of the District, after formal action by the Board, notifies Kirkpatrick Pettis in writing of its intent to terminate this letter agreement, provided that no such action or notice shall be effective until after April 1, 2006. Kirkpatrick Pettis may resign as investment banker to the District by providing written notification with no less than 60 days notice to the District.

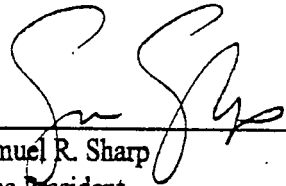
Section 8. Acceptance. The petitioners or other authorized officers of the developer may indicate their desire to proceed with the delivery of these investment banking services upon the basis set forth in this letter by executing one copy of this letter and returning it to us.

Respectfully submitted,

Kirkpatrick, Pettis, Smith, Polian Inc.



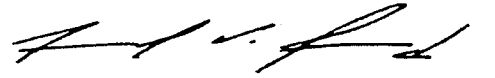
Thomas R. Bishop
Senior Vice President



Samuel R. Sharp
Vice President

ACCEPTED this 30th day of April 2003.

Proposed ACC Metropolitan District



Michael V. Lloyd - Authorized Agent

EXHIBIT J

Financing Plan

**ACC Metropolitan District
Forecasted Statement of Sources
and Uses of Cash**

**For the Years Ending
December 31, 2003 through 2037**



To the Petitioners of the Proposed
ACC Metropolitan District
Aurora, Colorado

We have compiled the accompanying forecasted statements of sources and uses of cash of the ACC Metropolitan District (Exhibit I), the related projected debt service schedules (Exhibits II through IV) and the analysis of absorption, market and assessed values (Exhibit V) for the years ending December 31, 2003 through 2037, in accordance with standards established by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of a forecast information that is the representation of management and does not include evaluation of the support for the assumptions underlying the forecast. We have not examined the forecast and, accordingly, do not express an opinion or any other form of assurance on the accompanying statements or assumptions. Furthermore, there will usually be differences between the forecasted and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material. We have no responsibility to update this report for events and circumstances occurring after the date of this report.

J. W. Simmons & Associates, P.C.

August 13, 2003

ACC Metropolitan District

Summary of Significant Assumptions and Accounting Policies December 31, 2003 through 2037

The foregoing forecast presents, to the best of the Petitioner's knowledge and belief, the expected cash receipts and disbursements for the forecast period. Accordingly, the forecast reflects its judgement as of August 13, 2003. The assumptions disclosed herein are those that management believes are significant to the forecast. There will usually be differences between the forecasted and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

The purpose of this forecast is to show the amount of funds available for the future construction of infrastructure within the proposed District by the issuance of general obligation bonds and the anticipated funds available for repayment of the bonds.

Note 1: Ad Valorem Taxes

The primary source of revenue for the District will be the collection of ad valorem taxes. Commercial property is forecasted to be assessed at 29% of market values. Market values for 2,600,000 square feet of finished commercial property is estimated at \$40 per square foot. Platted lots are estimated to value \$2.00 per square foot and developed lots at \$4.00 per square foot. Market values are forecasted to inflate at 2% per year. All property is assumed to inflate at 2% biennially thereafter. Exhibit V details the forecasted absorption, market values and related assessed values.

Property is assumed to be assessed annually as of January 1st. Property included in this forecast is assumed to be assessed on the January 1st subsequent to completion. The forecast recognizes the related property taxes as revenue in the subsequent year.

The County Treasurer currently charges a 1.5% fee for the collection of property taxes. These charges are reflected in the accompanying forecast as tax collection fees.

The forecast assumes that Specific Ownership Taxes collected on motor vehicle registrations will be 10% of property taxes collected.

The mill levy imposed by the District is proposed to equal 31.000 mills. Up to 3.000 mills are anticipated to be available for operating expenses of the District and are reflected in the District's General Fund. The balance of the mill levy has been allocated to the Debt Service Fund. Commencing in 2012, it is forecasted that the total mill levy will decrease to 30.000 mills, 29.500 in 2016, 27.500 in 2031 and 18.500 in 2034.

ACC Metropolitan District

Summary of Significant Assumptions and Accounting Policies December 31, 2003 through 2037

Note 2: Interest Income

Interest income is assumed to be earned at 3.0% per annum. Interest income is based on the year's beginning cash balance and an estimate of the timing of the receipt of revenues and the outflow of disbursements during the course of the year.

Note 3: Bond Assumptions

The District proposes the issuance of fixed rate general obligation bonds totaling \$16,660,000 in 2004 and 2007. The bonds will have a maturity of 30 years from the date of issuance. The 2004 series are proposed to carry a coupon rate of 6.0% and the Series 2007 a 5.5% rate. Exhibits II and III reflect the proposed repayment schedule of these bonds. The Bonds are anticipated to be secured by a limited mill levy not to exceed 40.000 mills (adjusted for changes in the ratio of assessed values to market values as described in Note 1). The following table reflects the proposed sources and uses of funds for each bond issue.

	<u>Series 2004</u>	<u>Series 2007</u>
Sources:		
Bond Proceeds	<u>\$4,590,000</u>	<u>\$12,070,000</u>
Uses:		
Issuance costs	183,600	482,800
Reserve Fund	350,700	863,525
Capitalized interest	757,350	1,825,588
Repay developer advances	705,781	-
Improvements	<u>2,592,569</u>	<u>8,898,087</u>
	<u>\$4,590,000</u>	<u>\$12,070,000</u>

The Developer also intends to advance \$653,501 of subordinate developer owned bonds or loans in 2003. The proceeds will be available to fund District improvements in 2003. The bonds or loans will carry a coupon rate of 8%. It is forecasted that the District will repay the bonds or loans from the above described Series 2004 bonds with interest. The total repayment including interest is forecasted to be \$705,781 (Exhibit IV).

ACC Metropolitan District

Summary of Significant Assumptions and Accounting Policies

December 31, 2003 through 2037

Note 4: Construction Costs

Construction costs for District improvements are forecasted to total \$12,192,581 and are forecasted to be paid from 2003 through 2008 as reflected in the Capital Projects Fund shown on Exhibit I.

Note 5: Operating Expenses

Operating expenses are legal, accounting, audit and insurance costs. These costs are estimated to start in 2003 at \$10,000 and \$40,000 per year thereafter. Operating expenses inflate at 2% per year.

Note 6: Developer Operating Fund Advances

The developer is expected to advance funds to the District from 2003 through 2007 to cover shortages in available revenues for operating expenses in the amount of \$109,180. Commencing in 2008, it is forecasted that the District will commence repayment of the advances with interest at 8% per annum for a total repayment of \$163,066.

ACC Metropolitan District
Forecasted Sources and Uses of Cash
For the Years Ended December 31, 2003 through 2037

	Totals	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
General Fund												
Beginning cash available	0	0	0	0	(81)	(164)	(247)	(332)	(417)	(503)	(590)	8,618
Revenues												
Property taxes	1,911,973	0	75	5,278	20,011	34,946	50,894	66,463	82,180	99,163	67,431	67,431
Specific ownership taxes	191,197	0	8	528	2,001	3,495	5,089	6,646	8,218	9,916	6,743	6,743
Developer advances	109,180	10,000	39,919	34,992	19,821	4,448						
	2,212,350	10,000	40,002	40,798	41,833	42,889	55,984	73,110	90,398	109,079	74,174	74,174
Expenditures												
County treasurer fees	28,680	0	1	79	300	524	763	997	1,233	1,487	1,011	1,011
Repay developer advances	163,066			0			12,008	28,034	44,205	61,731	17,088	
Operating expenses	1,931,352	10,000	40,000	40,800	41,616	42,448	43,297	44,163	45,046	45,947	46,866	47,804
	2,123,098	10,000	40,001	40,879	41,916	42,973	56,069	73,194	90,484	109,166	64,966	48,815
Ending cash available	89,253	0	0	(81)	(164)	(247)	(332)	(417)	(503)	(590)	8,618	33,977
Mill levy		0.000	3.000	3.000	3.000	3.000	3.000	3.000	3.000	3.000	2.000	2.000
Capital Projects Fund												
Beginning cash available	0	0	0	4,990	4,990	4,990	4,890,369	1,577	1,577	1,577	1,577	1,577
Revenues												
Bond proceeds	16,660,000		4,590,000			12,070,000						
Developer advances	653,501	653,501										
Interest Income	50,000		0			50,000						
	17,363,501	653,501	4,590,000	0	0	12,120,000	0	0	0	0	0	0
Expenditures												
Issuance costs	666,400		183,600	0		482,800	0	0				0
Transfer to Debt Service Fund	3,797,163		1,108,050			2,689,113	0					0
Repay developer advances	705,781		705,781			0						
District improvements	12,192,581	653,501	2,587,579	0		4,062,708	4,888,793					
	17,361,925	653,501	4,585,010	0	0	7,234,621	4,888,793	0	0	0	0	0
Ending cash available	1,577	0	4,990	4,990	4,990	4,890,369	1,577	1,577	1,577	1,577	1,577	1,577

ACC Metropolitan District
Forecasted Sources and Uses of Cash
For the Years Ended December 31, 2003 through 2037

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
General Fund												
Beginning cash available	33,977	59,842	84,733	91,092	96,436	101,887	106,283	110,766	114,152	117,605	119,915	122,271
Revenues												
Property taxes	68,779	68,779	52,616	52,616	53,668	53,668	54,742	54,742	55,837	55,837	56,953	56,953
Specific ownership taxes	6,878	6,878	5,262	5,262	5,367	5,367	5,474	5,474	5,584	5,584	5,695	5,695
Developer advances												
	75,657	75,657	57,878	57,878	59,035	59,035	60,216	60,216	61,420	61,420	62,649	62,649
Expenditures												
County treasurer fees	1,032	1,032	789	789	805	805	821	821	838	838	854	854
Repay developer advances												
Operating expenses	48,760	49,735	50,730	51,744	52,779	53,835	54,911	56,010	57,130	58,272	59,438	60,627
	49,791	50,767	51,519	52,534	53,584	54,640	55,733	56,831	57,967	59,110	60,292	61,481
Ending cash available	59,842	84,733	91,092	96,436	101,887	106,283	110,766	114,152	117,605	119,915	122,271	123,439
Mill levy	2.000	2.000	1.500	1.500	1.500	1.500	1.500	1.500	1.500	1.500	1.500	1.500
Capital Projects Fund												
Beginning cash available	1,577	1,577	1,577	1,577	1,577	1,577	1,577	1,577	1,577	1,577	1,577	1,577
Revenues												
Bond proceeds												
Developer advances												
Interest Income												
	0	0	0	0	0	0	0	0	0	0	0	0
Expenditures												
Issuance costs												
Transfer to Debt Service Fund												
Repay developer advances												
District improvements												
	0	0	0	0	0	0	0	0	0	0	0	0
Ending cash available	1,577	1,577	1,577	1,577	1,577	1,577	1,577	1,577	1,577	1,577	1,577	1,577

**ACC Metropolitan District
Forecasted Sources and Uses of Cash
For the Years Ended December 31, 2003 through 2037**

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
	Debt Service Fund											
Beginning cash available	2,199,240	2,070,549	1,940,808	1,832,037	1,724,466	1,640,559	1,550,126	1,486,607	1,424,389	1,382,070	1,339,175	1,320,024
Revenues												
Property taxes	962,910	962,910	982,168	982,168	1,001,812	1,001,812	1,021,848	1,021,848	1,042,285	1,042,285	1,063,130	1,063,130
Specific ownership taxes	96,291	96,291	98,217	98,217	100,181	100,181	102,185	102,185	104,228	104,228	106,313	106,313
Transfer from Capital Project Fund												
Interest income	36,427	36,427	36,427	36,427	36,427	36,427	36,427	36,427	36,427	36,427	36,427	36,427
	1,095,628	1,095,628	1,116,812	1,116,812	1,138,419	1,138,419	1,160,459	1,160,459	1,182,940	1,182,940	1,205,870	1,205,870
Expenditures												
Debt service - GO Debt Series 2004	350,400	349,100	347,500	350,600	348,100	350,300	346,900	348,200	348,900	349,000	348,500	347,400
Debt service - GO Debt Series 2007	859,475	861,825	863,350	859,050	859,200	863,525	861,750	859,150	860,725	861,200	860,575	858,850
County treasurer fees	14,444	14,444	14,733	14,733	15,027	15,027	15,328	15,328	15,634	15,634	15,947	15,947
	1,224,319	1,225,369	1,225,583	1,224,383	1,222,327	1,228,852	1,223,978	1,222,678	1,225,259	1,225,834	1,225,022	1,222,197
Ending cash available	2,070,549	1,940,808	1,832,037	1,724,466	1,640,559	1,550,126	1,486,607	1,424,389	1,382,070	1,339,175	1,320,024	1,303,697
Required Reserve Balance	1,214,225	1,214,225	1,214,225	1,214,225	1,214,225	1,214,225	1,214,225	1,214,225	1,214,225	1,214,225	1,214,225	1,214,225
Mill levy	28.000	28.000	28.000	28.000	28.000	28.000	28.000	28.000	28.000	28.000	28.000	28.000
Total Mill Levy	30.000	30.000	29.500	29.500	29.500	29.500	29.500	29.500	29.500	29.500	29.500	29.500
Assessed valuation (000's)												
Beginning	33,715	34,390	34,390	35,077	35,077	35,779	35,779	36,495	36,495	37,224	37,224	37,969
New construction	0	0										
Inflation (1.0% per annum)	674		688		702		716		730		744	
Ending	34,390	34,390	35,077	35,077	35,779	35,779	36,495	36,495	37,224	37,224	37,969	37,969

ACC Metropolitan District
Forecasted Sources and Uses of Cash
For the Years Ended December 31, 2003 through 2037

	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
	General Fund											
Beginning cash available	123,439	124,630	124,585	124,538	123,205	121,845	119,146	116,394	112,248	108,020	102,342	96,551
Revenues												
Property taxes	58,092	58,092	59,254	59,254	60,439	60,439	61,648	61,648	62,881	62,881	64,139	64,139
Specific ownership taxes	5,809	5,809	5,925	5,925	6,044	6,044	6,165	6,165	6,288	6,288	6,414	6,414
Developer advances												
	63,902	63,902	65,180	65,180	66,483	66,483	67,813	67,813	69,169	69,169	70,553	70,553
Expenditures												
County treasurer fees	871	871	889	889	907	907	925	925	943	943	962	962
Repay developer advances												
Operating expenses	61,839	63,076	64,337	65,624	66,937	68,275	69,641	71,034	72,454	73,904	75,382	76,889
	62,711	63,947	65,226	66,513	67,843	69,182	70,566	71,959	73,398	74,847	76,344	77,851
Ending cash available	124,630	124,585	124,538	123,205	121,845	119,146	116,394	112,248	108,020	102,342	96,551	89,253
Mill levy	1.500	1.500	1.500	1.500	1.500	1.500	1.500	1.500	1.500	1.500	1.500	1.500
	Capital Projects Fund											
Beginning cash available	1,577	1,577	1,577	1,577	1,577	1,577	1,577	1,577	1,577	1,577	1,577	1,577
Revenues												
Bond proceeds												
Developer advances												
Interest Income												
	0	0	0	0	0	0	0	0	0	0	0	0
Expenditures												
Issuance costs												
Transfer to Debt Service Fund												
Repay developer advances												
District improvements												
	0	0	0	0	0	0	0	0	0	0	0	0
Ending cash available	1,577	1,577	1,577	1,577	1,577	1,577	1,577	1,577	1,577	1,577	1,577	1,577

ACC Metropolitan District
Forecasted Sources and Uses of Cash
For the Years Ended December 31, 2003 through 2037

	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
	Debt Service Fund											
Beginning cash available	1,303,697	1,304,965	1,308,033	1,333,408	1,364,832	1,418,284	1,379,875	1,367,624	1,055,827	994,061	934,421	889,295
Revenues												
Property taxes	1,084,393	1,084,393	1,106,081	1,106,081	1,128,203	1,047,617	1,068,569	1,068,569	712,653	712,653	726,906	726,906
Specific ownership taxes	108,439	108,439	110,608	110,608	112,820	104,762	106,857	106,857	71,265	71,265	72,691	72,691
Transfer from Capital Project Fund												
Interest income	36,427	36,427	36,427	36,427	36,427	36,427	36,427	25,906	25,906	25,906	25,906	0
	1,229,259	1,229,259	1,253,116	1,253,116	1,277,450	1,188,805	1,211,853	1,201,332	809,824	809,824	825,503	799,597
Expenditures												
Debt service - GO Debt Series 2004	350,700	348,100	349,900	345,800	346,100	350,500	348,700	636,000				
Debt service - GO Debt Series 2007	861,025	861,825	861,250	859,300	860,975	861,000	859,375	861,100	860,900	858,775	859,725	1,313,475
County treasurer fees	16,266	16,266	16,591	16,591	16,923	15,714	16,029	16,029	10,690	10,690	10,904	10,904
	1,227,991	1,226,191	1,227,741	1,221,691	1,223,998	1,227,214	1,224,104	1,513,129	871,590	869,465	870,629	1,324,379
Ending cash available	1,304,965	1,308,033	1,333,408	1,364,832	1,418,284	1,379,875	1,367,624	1,055,827	994,061	934,421	889,295	364,514
Required Reserve Balance	1,214,225	1,214,225	1,214,225	1,214,225	1,214,225	1,214,225	1,214,225	863,525	863,525	863,525	863,525	0
Mill levy	28.000	28.000	28.000	28.000	28.000	26.000	26.000	26.000	17.000	17.000	17.000	17.000
Total Mill Levy	29.500	29.500	29.500	29.500	29.500	27.500	27.500	27.500	18.500	18.500	18.500	18.500
Assessed valuation (000's)												
Beginning	37,969	38,728	38,728	39,503	39,503	40,293	40,293	41,099	41,099	41,921	41,921	42,759
New construction				0	0	0	0	0	0	0	0	0
Inflation (1.0% per annum)	759		775		790		806		822		838	
Ending	38,728	38,728	39,503	39,503	40,293	40,293	41,099	41,099	41,921	41,921	42,759	42,759

ACC Metropolitan District
Schedule of General Obligation Debt - Series 2004
For the Years Ended December 31, 2004 to 2033

Period	Principal	Coupon	Interest	Annual Total	Balance
06/01/2004			68,850		4,590,000
12/01/2004		6.00%	137,700	206,550	4,590,000
06/01/2005			137,700		4,590,000
12/01/2005		6.00%	137,700	275,400	4,590,000
06/01/2006			137,700		4,590,000
12/01/2006		6.00%	137,700	275,400	4,590,000
06/01/2007			137,700		4,590,000
12/01/2007		6.00%	137,700	275,400	4,590,000
06/01/2008			137,700		4,590,000
12/01/2008	75,000	6.00%	137,700	350,400	4,515,000
06/01/2009			135,450		4,515,000
12/01/2009	75,000	6.00%	135,450	345,900	4,440,000
06/01/2010			133,200		4,440,000
12/01/2010	80,000	6.00%	133,200	346,400	4,360,000
06/01/2011			130,800		4,360,000
12/01/2011	85,000	6.00%	130,800	346,600	4,275,000
06/01/2012			128,250		4,275,000
12/01/2012	90,000	6.00%	128,250	346,500	4,185,000
06/01/2013			125,550		4,185,000
12/01/2013	95,000	6.00%	125,550	346,100	4,090,000
06/01/2014			122,700		4,090,000
12/01/2014	105,000	6.00%	122,700	350,400	3,985,000
06/01/2015			119,550		3,985,000
12/01/2015	110,000	6.00%	119,550	349,100	3,875,000
06/01/2016			116,250		3,875,000
12/01/2016	115,000	6.00%	116,250	347,500	3,760,000
06/01/2017			112,800		3,760,000
12/01/2017	125,000	6.00%	112,800	350,600	3,635,000
06/01/2018			109,050		3,635,000
12/01/2018	130,000	6.00%	109,050	348,100	3,505,000
06/01/2019			105,150		3,505,000
12/01/2019	140,000	6.00%	105,150	350,300	3,365,000
06/01/2020			100,950		3,365,000
12/01/2020	145,000	6.00%	100,950	346,900	3,220,000
06/01/2021			96,600		3,220,000
12/01/2021	155,000	6.00%	96,600	348,200	3,065,000
06/01/2022			91,950		3,065,000
12/01/2022	165,000	6.00%	91,950	348,900	2,900,000
06/01/2023			87,000		2,900,000
12/01/2023	175,000	6.00%	87,000	349,000	2,725,000
06/01/2024			81,750		2,725,000
12/01/2024	185,000	6.00%	81,750	348,500	2,540,000
06/01/2025			76,200		2,540,000
12/01/2025	195,000	6.00%	76,200	347,400	2,345,000
06/01/2026			70,350		2,345,000
12/01/2026	210,000	6.00%	70,350	350,700	2,135,000
06/01/2027			64,050		2,135,000
12/01/2027	220,000	6.00%	64,050	348,100	1,915,000
06/01/2028			57,450		1,915,000
12/01/2028	235,000	6.00%	57,450	349,900	1,680,000
06/01/2029			50,400		1,680,000
12/01/2029	245,000	6.00%	50,400	345,800	1,435,000
06/01/2030			43,050		1,435,000
12/01/2030	260,000	6.00%	43,050	346,100	1,175,000
06/01/2031			35,250		1,175,000
12/01/2031	280,000	6.00%	35,250	350,500	895,000
06/01/2032			26,850		895,000
12/01/2032	295,000	6.00%	26,850	348,700	600,000
06/01/2033			18,000		600,000
12/01/2033	600,000	6.00%	18,000	636,000	0
	<u>4,590,000</u>		<u>5,785,350</u>	<u>10,375,350</u>	

Sources:

Bond Proceeds 4,590,000

Uses:

Issuance costs 183,600

Capitalized interest and expenses 757,350

Debt service reserve 350,700

Capital improvements and repay advances 3,298,350

4,590,000

ACC Metropolitan District
Schedule of General Obligation Debt - Series 2007
For the Years Ended December 31, 2007 to 2037

Year	Principal	Coupon	Interest	Annual Total	Balance
				0	12,070,000
06/01/2008			331,925		12,070,000
12/01/2008		5.50%	331,925	663,850	12,070,000
06/01/2009			331,925		12,070,000
12/01/2009		5.50%	331,925	663,850	12,070,000
06/01/2010			331,925		12,070,000
12/01/2010		5.50%	331,925	663,850	12,070,000
06/01/2011			331,925		12,070,000
12/01/2011	195,000	5.50%	331,925	858,850	11,875,000
06/01/2012			326,563		11,875,000
12/01/2012	210,000	5.50%	326,563	863,125	11,665,000
06/01/2013			320,788		11,665,000
12/01/2013	220,000	5.50%	320,788	861,575	11,445,000
06/01/2014			314,738		11,445,000
12/01/2014	230,000	5.50%	314,738	859,475	11,215,000
06/01/2015			308,413		11,215,000
12/01/2015	245,000	5.50%	308,413	861,825	10,970,000
06/01/2016			301,675		10,970,000
12/01/2016	260,000	5.50%	301,675	863,350	10,710,000
06/01/2017			294,525		10,710,000
12/01/2017	270,000	5.50%	294,525	859,050	10,440,000
06/01/2018			287,100		10,440,000
12/01/2018	285,000	5.50%	287,100	859,200	10,155,000
06/01/2019			279,263		10,155,000
12/01/2019	305,000	5.50%	279,263	863,525	9,850,000
06/01/2020			270,875		9,850,000
12/01/2020	320,000	5.50%	270,875	861,750	9,530,000
06/01/2021			262,075		9,530,000
12/01/2021	335,000	5.50%	262,075	859,150	9,195,000
06/01/2022			252,863		9,195,000
12/01/2022	355,000	5.50%	252,863	860,725	8,840,000
06/01/2023			243,100		8,840,000
12/01/2023	375,000	5.50%	243,100	861,200	8,465,000
06/01/2024			232,788		8,465,000
12/01/2024	395,000	5.50%	232,788	860,575	8,070,000
06/01/2025			221,925		8,070,000
12/01/2025	415,000	5.50%	221,925	858,850	7,655,000
06/01/2026			210,513		7,655,000
12/01/2026	440,000	5.50%	210,513	861,025	7,215,000
06/01/2027			198,413		7,215,000
12/01/2027	465,000	5.50%	198,413	861,825	6,750,000
06/01/2028			185,625		6,750,000
12/01/2028	490,000	5.50%	185,625	861,250	6,260,000
06/01/2029			172,150		6,260,000
12/01/2029	515,000	5.50%	172,150	859,300	5,745,000
06/01/2030			157,988		5,745,000
12/01/2030	545,000	5.50%	157,988	860,975	5,200,000
06/01/2031			143,000		5,200,000
12/01/2031	575,000	5.50%	143,000	861,000	4,625,000
06/01/2032			127,188		4,625,000
12/01/2032	605,000	5.50%	127,188	859,375	4,020,000
06/01/2033			110,550		4,020,000
12/01/2033	640,000	5.50%	110,550	861,100	3,380,000
06/01/2034			92,950		3,380,000
12/01/2034	675,000	5.50%	92,950	860,900	2,705,000
06/01/2035			74,388		2,705,000
12/01/2035	710,000	5.50%	74,388	858,775	1,995,000
06/01/2036			54,863		1,995,000
12/01/2036	750,000	5.50%	54,863	859,725	1,245,000
06/02/2037			34,238		1,245,000
12/02/2037	1,245,000	5.50%	34,238	1,313,475	
	<u>12,070,000</u>		<u>13,612,500</u>	<u>25,682,500</u>	

Sources:

Bond Proceeds 12,070,000

Uses:

Issuance costs 482,800
Capitalized interest 1,825,588
Debt service reserve 863,525
Capital improvements 8,898,088

12,070,000

**ACC Metropolitan District
Analysis of Subordinate Developer Owned Debt**

<u>Year</u>	<u>Advance</u>	<u>8.00% Interest</u>	<u>Repayments Principal</u>	<u>Interest</u>	<u>Total</u>	<u>Cumulative Principal</u>	<u>Interest</u>
2003	653,501					653,501	0
2004		52,280	653,501	52,280	705,781	0	0
2005						0	0
2006						0	0
2007						0	0
2008						0	0
2009						0	0
2010						0	0
2011						0	0
2012						0	0
2013						0	0
2014						0	0
2015						0	0
2016						0	0
2017						0	0
2018						0	0
2019						0	0
2020						0	0
2021						0	0
2022						0	0
	<u>653,501</u>	<u>52,280</u>	<u>653,501</u>	<u>52,280</u>	<u>705,781</u>		

Source of funds for repayment of subordinate developer owned debt

Proposed Series 2004 GO Bonds 705,781

**ACC Metropolitan District
Forecasted Schedules of Absorption, Market Values and Assessed Values
For the Years Ended December 31, 2003 through 2013**

Schedule of Absorption

Property description (Square feet)	Single Family Equivalent	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	Total
Completed Commercial	N/A		433,333	433,333	433,333	433,333	433,333	433,335					2,600,000
Platted	N/A	2,166,667	(433,333)	(433,333)	(433,333)	(433,333)	(433,335)						0
Developed	N/A	433,333	0	0	0	0	(433,333)						0
													<u>2,600,000</u>

Schedule of Market Values

Property description	Market Value Per Sq Ft	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	Total
Completed Commercial	40.00	0	17,679,986	18,033,586	18,394,258	18,762,143	19,137,386	19,520,224	0	0	0	0	111,527,583
Platted	2.00	4,333,334	(866,666)	(866,666)	(866,666)	(866,666)	(866,670)	0	0				0
Developed	4.00	1,733,332	0	0	0	0	(1,733,332)	0	0	0	0	0	0
Totals		<u>6,066,666</u>	<u>16,813,320</u>	<u>17,166,920</u>	<u>17,527,592</u>	<u>17,895,477</u>	<u>16,537,384</u>	<u>19,520,224</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>111,527,583</u>

Schedule of Assessed Valuation

	Assessment to Market Ratio	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	Total
Commercial	29%	1,759,333	4,875,863	4,978,407	5,083,002	5,189,688	4,795,841	5,660,865	0	0	0	0	32,342,999
Totals		<u>1,759,333</u>	<u>4,875,863</u>	<u>4,978,407</u>	<u>5,083,002</u>	<u>5,189,688</u>	<u>4,795,841</u>	<u>5,660,865</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>32,342,999</u>
Cumulative		<u>1,759,333</u>	<u>6,635,196</u>	<u>11,613,603</u>	<u>16,696,605</u>	<u>21,886,293</u>	<u>26,682,134</u>	<u>32,342,999</u>	<u>32,342,999</u>	<u>32,342,999</u>	<u>32,342,999</u>	<u>32,342,999</u>	
Collection Yr		2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	

EXHIBIT K

Intergovernmental Agreement between the District and Aurora

[DRAFT]

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
AURORA, COLORADO AND ACC METROPOLITAN DISTRICT**

THIS AGREEMENT is made and entered into as of this ___ day of _____, 2003, by and between the **CITY OF AURORA**, a home-rule municipal corporation of the State of Colorado ("Aurora") and **ACC METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"). Aurora and the District are collectively referred to as the "Parties".

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District's Service Plan dated _____, 2003, and approved by Aurora on _____, 2003 ("Service Plan"); and

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

WHEREAS, the Service Plan makes reference to certain public improvement obligations of the District; and

WHEREAS, Aurora 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 good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

COVENANTS AND AGREEMENTS

1. Application of Local Laws. The District hereby acknowledges that the property within its boundaries shall be subject to the ordinances, rules, and regulations of Aurora relating to zoning, subdividing, building, and land use.

2. Change in Boundaries. The District agrees that, other than as set forth in the Service Plan, inclusion of properties within, or any exclusion of properties from, its boundaries shall be subject to the prior approval of the Aurora City Council as evidenced by a resolution after a public hearing thereon; provided, however, that inclusion or exclusion of property shall not constitute a material modification of the Service Plan.

3. Refunding of Bonds. The District agrees that any refunding of outstanding bonds of the District which could shorten or extend the maturity of such bonds, or increase the total debt service thereon, shall be subject to prior approval of the Aurora City Council as evidenced by a resolution after a public hearing thereon. Notwithstanding the foregoing, such prior approval need not be obtained where the refunding or restructuring of outstanding debt of the District is being undertaken for the purpose of preventing or averting a default or terminating a condition of default on the bonds.

4. Ownership and Operation of Facilities. The Parties agree that the District shall be permitted to undertake ownership and operation of those public facilities and services as set forth in Section IV of the Service Plan.

5. Public Infrastructure Improvements. To the extent described in this Paragraph 5, the District shall be responsible for participating in the costs of constructing, installing, and acquiring the following public infrastructure improvements that benefit the taxpayers of the District:

A. The District shall be responsible for financing and constructing the following improvements to Picadilly Road: construction of one-half of the six-lane arterial right-of-way along the District's western boundary line from 26th Avenue to Smith Road, including the expansion of the railroad grade crossing as required to accommodate such improvements, as is more particularly described in the District's Service Plan.

B. The District shall be responsible for providing a financial contribution for the widening of the 26th Avenue Bridge over the E-470 Highway from two (2) lanes to four (4) lanes, including the widening of the 26th Avenue approach to the 26th Avenue Bridge from two (2) lanes to four (4) lanes ("26th Avenue Bridge Widening"). The District's financial contribution towards the 26th Avenue Bridge Widening shall be limited to and paid as follows, either:

(1). At the District's discretion, the District may pay Aurora Five Hundred Sixty Three Thousand Eight Hundred Twenty Dollars and Sixty Three Cents (\$563,820.63) prior to Aurora's issuance of a certificate of occupancy for the first building constructed within the District, which amount is the present value of twenty-five percent (25%) of the anticipated costs associated with the 26th Avenue Bridge Widening, as more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference; or

(2). The District's financial contribution towards the 26th Avenue Bridge Widening shall be limited to twenty-five percent (25%) of actual costs associated with the 26th Avenue Bridge Widening and shall be paid pursuant to the following conditions:

(a). The 26th Avenue Bridge Widening design and construction shall be warranted when average daily trips reach 10,000, or thereafter as determined by Aurora; and

(b). Aurora shall notify the District in writing of the fact that construction of the 26th Avenue Bridge Widening improvements is warranted and of its intent to construct the 26th Avenue Bridge Widening improvements no less than 280 days prior to the construction commencement date. The District shall make payment to Aurora no less than thirty (30) days prior to commencement of construction (“Project Deposit”); and

(c). Prior to awarding a construction contract for any of the 26th Avenue Bridge Widening improvements, Aurora shall cause the project to be publicly bid in accordance with all applicable statutes and regulations. Aurora shall provide the District with copies of all bids received for the improvements prior to awarding the contract and the Project Deposit shall be twenty-five percent (25%) of the contract amount associated with the 26th Avenue Bridge Widening improvements; and

(d). In the event Aurora does not commence construction of the 26th Avenue Bridge Widening within one hundred-eighty (180) days of the District making the Project Deposit, Aurora shall refund the Project Deposit to the District, along with any interest earned on such Project Deposit and fees associated with the District making such Project deposit; and

(e). Within ninety (90) days following completion of the 26th Avenue Bridge Widening, Aurora shall provide the District with a final accounting of actual project costs. In the event the Project Deposit is greater than twenty-five percent of the actual project cost, Aurora shall pay the difference to the District within sixty (60) days of such final accounting.

C. The District shall be responsible for providing a financial contribution for signalization improvements at the intersection of 26th Avenue and Picadilly Road (“Signalization Improvements”). The District’s financial contribution towards the Signalization Improvements shall be limited to twenty-five percent (25%) of the costs associated with the Signalization Improvements (“Signalization Contribution”). The District shall pay Aurora the Signalization Contribution within 120 days of receiving written notification from Aurora of its intent to construct the Signalization Improvements.

6. Consolidation. The District agrees that the consolidation of the District with any other special district within the State of Colorado shall be subject to the prior approval of the Aurora City Council as evidenced by a resolution after a public hearing thereon.

7. Dissolution. The District agrees that it shall take all action necessary to dissolve, pursuant to Title 32, Article 1, Part 7, C.R.S., as amended from time to time, Chapter 122-31(10) of the Aurora City Code, if it does not need to remain in existence to operate and maintain facilities contemplated in the Service Plan.

8. Notice of Meetings. The District agrees that it shall submit a copy of the written notice of every regular or special meeting of the District’s Board of Directors to the Office of the

City Clerk, by mail, email, facsimile, or by hand, to be received at least three (3) days prior to such meeting.

9. Annual Report. The District shall be responsible for submitting an annual report to Aurora by March 1 of each year, which report shall contain the information set forth in Section VII of the Service Plan.

10. Public Art. The District shall provide and install such exterior works of art as may be approved by Aurora, which works of art shall comply with applicable Aurora standards. The aggregate cost of such works of art shall be not less than one percent (1%) of the total principal amount of the bonds issued by the District necessary to finance the construction of above-ground facilities and improvements. At such time as the District selects exterior works of art for installation, it shall submit plans, diagrams, and/or descriptions of such art to the Aurora Library and Recreation Department for approval.

11. Entire Agreement of the Parties. This written Agreement constitutes the entire agreement between the Parties and supercedes all prior written or oral agreements, negotiations, or representations and understandings of the Parties with respect to the subject matter contained herein.

12. 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.

13. Enforcement. The Parties agree that this Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, including damages, as may be available according to the laws and statutes of the State of Colorado. It is specifically understood that by executing this Agreement, each party commits itself to performing pursuant to the terms contained herein, and that any breach hereof which results in any recoverable damages shall not cause the termination of any obligations created by this Agreement unless such termination is declared by the party not in breach hereof.

14. Venue. Venue for the trial of any action arising out of any dispute hereunder shall be in the appropriate district court of the State of Colorado pursuant to the appropriate rules of civil procedure.

15. Intent of Agreement. Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between the named Parties and is not intended to, and shall not be deemed to confer any rights upon any persons or entities not named as parties, not to limit in any ways the powers and responsibilities of Aurora, the District, or any other entity not a party hereto.

16. Effect of Invalidity. If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to either party or as to both

parties, such portion shall be deemed severable and its invalidity or its unenforceability shall not cause the entire Agreement to be terminated.

17. Assignability. Other than as specifically provided for in this Agreement, neither Aurora nor the District shall assign their rights or delegate their duties hereunder without the prior written consent of the other parties.

18. This Agreement and the rights and obligations created hereby shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the foregoing Agreement has been executed as of the day and year first set forth above.

ACC METROPOLITAN DISTRICT

By: _____
President

ATTEST:

Secretary

CITY OF AURORA, COLORADO

By: _____
PAUL E. TAUER, Mayor

ATTEST:

By: _____
DEBRA JOHNSON, City Clerk

APPROVED AS TO FORM: _____

**AURORA COMMERCCENTER - REVISED CONCEPTUAL OPINION OF PROBABLE CONSTRUCTION COSTS
SOUTHWEST QUADRANT**

26th Avenue over E-470
Widening to 4-lane Arterial
Without Painted Median

REF. No. 03-158

ITEM DESCRIPTION	UNIT	QUANTITY	COST	TOTAL
Clearing & Grubbing ¹	LS	1	\$6,250.00	\$6,250.00
Embankment ²	CY	20,000	\$5.00	\$100,000.00
Bridge Addition, 4 lane ^{1,3}	SF	1800	\$75.00	\$135,000.00
10-inch Asphalt Pavement ⁴	TON	1800	\$35.50	\$63,900.00
Curb & Gutter, Section IIB ⁴	LF	1087	\$11.50	\$12,500.50
Sidewalk, 10-foot ⁵	SY	1278	\$32.50	\$41,535.00
SUBTOTAL OF BID ITEMS			(A)	\$359,185.50
Signing and Striping		3.00%	OF (A)	\$10,775.57
Construction Signing and Traffic Control		4.00%	Subtotal (B)	\$369,961.07
Mobilization		6.00%	OF (B)	\$14,798.44
			Subtotal (C)	\$384,759.51
			OF (C)	\$23,085.57
TOTAL COST OF CONSTRUCTION BID ITEMS			(CBI)	\$407,845.08
<u>Force Account Items</u>				
Utilities		3.00%	OF (CBI)	\$12,235.35
Contingencies & Misc. Items (i.e. erosion control, seeding and mulching, etc.)		10.00%	OF (CBI)	\$40,784.51
TOTAL OF CONSTRUCTION ITEMS			(CI)	\$460,864.94
<u>Construction and Design Engineering Costs</u>				
Construction Engineering		12.00%	OF (CI)	\$55,303.79
Design Engineering		6.00%	OF (CI)	\$27,651.90
Subtotal Engineering Costs				\$82,955.69
TOTAL ROADWAY/BRIDGE COSTS				\$500,000
				\$563,820.63

¹ Quantity for overall project quartered for the southwest quadrant.

² Quantity was based on information from Martin and Martin on 8-27-03 using 3:1 side slopes.

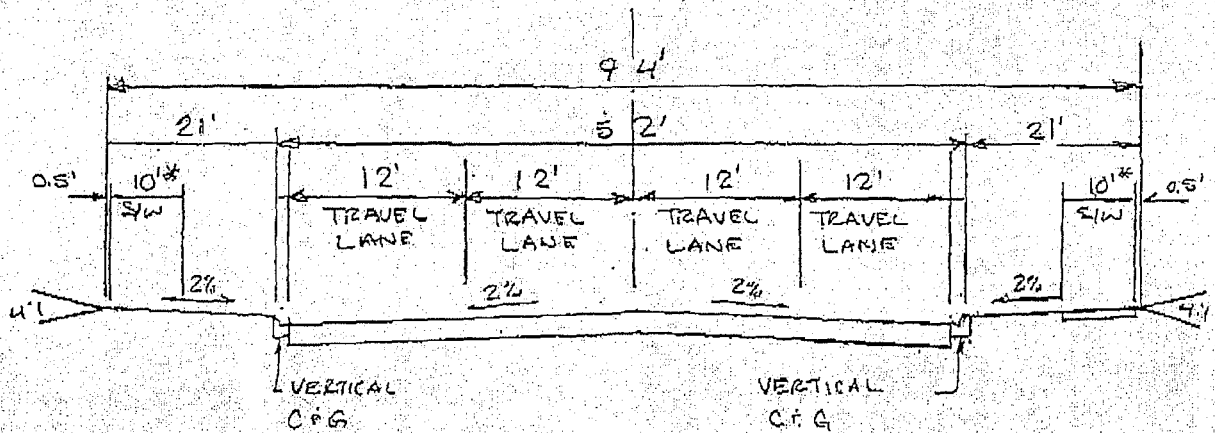
³ Includes removal of double rail parapet and includes construction of additional bridge deck with asphalt, 10-foot raised sidewalk, type 3 guardrail, and inner and outer handrails.

⁴ Quantity takeoff specifically for the southwest quadrant is provided.

⁵ Quantity was based on information from Martin and Martin on 8-27-03 using 1278 SY based on 1150 feet of 10-foot sidewalk.

Note: Unit Costs are based on 2002 CDOT Cost Data. Bridge Unit Cost is based on similar projects.

A box culvert will be built further west of the bridge taking First Creek under 26th Avenue as a separate project; therefore, extending the existing 36-inch and 24-inch stormsewer pipes and regrading the drainage channel will not be part of the bridge widening project.



FOUR LANE ARTERIAL TYPICAL SECTION
WITHOUT MEDIAN

* 10-foot SW to accommodate both bikes and
Pedestrians.



Job Title 26th Ave. Cost Est By MKS Date 8/14/03 Job No. 03-158

Subject Typical Section w/o Median Checked Sheet 2 of 2

FOUR-LANE ARTERIAL TYPICAL SECTION
WITHOUT A MEDIAN

D.S. = 50MPH

